

After Recording, Return to:
Strong & Hanni
c/o Casey W. Jones, Esq.
102 S 200 E, Suite 800
Salt Lake City, Utah 84111

**SECOND AMENDMENT TO
DECLARATION OF ACCESS, EASEMENTS, AND RESTRICTIONS
FOR STEELE RIDGE DEVELOPMENT**

This **SECOND AMENDMENT TO DECLARATION OF ACCESS, EASEMENTS, AND RESTRICTIONS FOR STEELE RIDGE DEVELOPMENT** (herein referred to as the *“Amendment”*), is made and entered into on this the 31st day of March, 2023 (the *“Effective Date”*), by Pepperdign Homes, LLC, a Utah limited liability company (*“Declarant”*), and the other Owners of the Parcels located in the Steele Ridge Development.

W I T N E S S E T H:

WHEREAS, on October 26, 2022 that certain Declaration of Access, Easements, and Restrictions for Steele Ridge Development (the *“Declaration”*), was recorded as Entry No. 113036:2022 of the Official Records of Utah County, Utah;

WHEREAS, the Declaration was amended by that certain First Amendment to Declaration of Access, Easements, and Restrictions for Steele Ridge Development recorded November 21, 2022 as Entry No. 119438:2022 of the Official Records of Utah County, Utah;

WHEREAS, pursuant to the terms of the Declaration, the Declaration may only be modified, amended or terminated upon the filing of a written modification, amendment or termination document in the Official Records of Utah County, Utah, executed by all of the Owners of all of the Parcels (as those terms are defined in the Declaration) at the time of such modification, amendment or termination; and

WHEREAS, Declarant and the Owners desire to amend the Declaration as more particularly described herein.

NOW, THEREFORE, Declarant hereby agrees to amend the Declaration as follows:

1. **Defined Terms.** All capitalized terms not otherwise defined in this Amendment shall have the meanings given to them in the Declaration.

2. **Amendments.**

a. Section 3(f) of the Declaration is hereby deleted in its entirety and replaced with the following:

(f) Building Limitations. All buildings shall be no more than two (2) stories in height and shall not exceed a maximum height of thirty (35) feet from grade level on that particular Parcel. The building area shall be limited to not more than the maximum total of square feet of building area that can be supported by parking on the applicable Parcel in accordance with applicable governmental laws, codes and ordinances (including governmental approved variances). Each Parcel shall comply with applicable governmental parking ratio requirements (including governmental approved variances) without taking into account the parking provided on the other Owner's Parcels, such that each Parcel shall be self-sufficient for vehicular parking.

b. Section 4(e) of the Declaration is hereby deleted in its entirety and replaced with the following:

(e) Setbacks. Each Parcel's setbacks must comply with local zoning ordinances (including governmental approved variances).

c. Section 5(c) is hereby amended to remove "second hand store" as a restricted use.

3. Survival of Remaining Terms. Except as expressly modified by this Amendment, the Declaration remains in full force and effect.

4. Recordation and Effectiveness. This Amendment shall be recorded in office of the Utah County, Utah Recorder's Office.

5. Counterparts. This Amendment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any party hereto may execute this Amendment by signing one or more counterparts.

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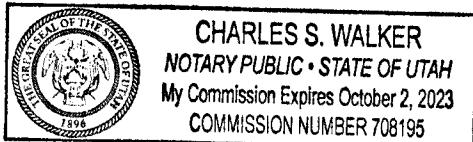
IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the Effective Date.

PEPPERDIGN HOMES, LLC, a Utah limited liability company

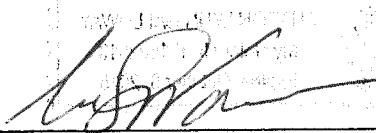
By: Trent Madox
 Name: TRENT MADAX
 Title: MANAGER

STATE OF UTAH §
COUNTY OF UTAH §

This instrument was acknowledged before me on this the 13th day of April, 2023, by TRENT MADAX, the Manager of **PEPPERDIGN HOMES, LLC**, a Utah limited liability company, on behalf of said limited liability company.



[PERSONALIZED SEAL]


 Notary Public in UTAH
 and for the State of Utah

My Commission Expires: 10/2/23

CHARLES S. WALKER
 Printed Name of Notary Public

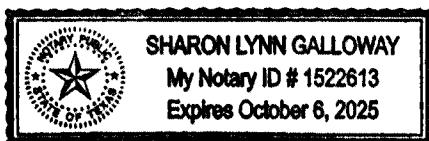
[Signatures continue on following pages]

Serac Tommys Saratoga Springs Owner,
LLC, a Delaware limited liability company

By: Roger G
Name: Wm. Roger Gregory
Title: Manager

STATE OF TEXAS §§
COUNTY OF HARRIS §§

This instrument was acknowledged before me on this the 3rd day of
April, 2023, by Wm. Roger Gregory, the Manager of SERAC CAPITAL PARTNERS, LLC, a Texas limited liability company, on behalf of said limited liability company.



[PERSONALIZED SEAL]

Sharon Lynn Galloway
Notary Public in _____
and for the State of TEXAS

My Commission Expires: 10/6/2025

SHARON LYNN GALLOWAY
Printed Name of Notary Public

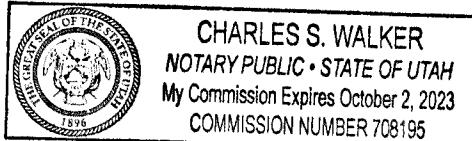
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STEELE RIDGE 7, LLC, a Utah limited liability company

By: Jacob Ebert
 Name: Jacob Ebert
 Title: Managing member

STATE OF UTAH §
COUNTY OF UTAH §

This instrument was acknowledged before me on this the 14th day of April, 2023, by JACOB EBERT, the Managing member of **STEELE RIDGE 7, LLC**, a Utah limited liability company, on behalf of said limited liability company.



[PERSONALIZED SEAL]

Charles S. Walker
 Notary Public in
 and for the State of UTAH

My Commission Expires: 10/2/23

Charles S. Walker
 Printed Name of Notary Public

LEGAL DESCRIPTION

ALL LOTS, STEÉLE RIDGE PLAZA SUBDIVISION PLAT, according to the official plat thereof on file in the office of the Utah County Recorder, State of Utah.