

WHEN RECORDED, RETURN TO:
Anaya Gayle
Holland & Hart LLP
222 South Main Street, Suite 2200
Salt Lake City, UT 84101
CTIA # 169978-MLB
Proposed Tax ID# 00-0091-9324
Part of 00-0090-3163; 00-0090-3164

Acknowledgement of Restrictive Covenant

This ACKNOWLEDGEMENT OF DECLARATION OF RESTRICTIVE COVENANT (this "**Acknowledgement**") is made and effective as of the 12 day of August, 2023 by Austin M. Ramirez, Trustee of the Austin M. Ramirez Revocable Trust of 2016, dated March 5, 2016 ("**Purchaser**").

RECITALS:

A. Purchaser has entered into that certain Purchase and Sale Agreement dated as of July 12, 2023 (the "**Agreement**") for purchase of the Lot.

B. The Lot is subject to that certain Declaration of Restrictive Covenant made and effective as of the 1st day of May 2023 (the "**Restriction**") by Wasatch Peaks Ranch, LLC, a Delaware limited liability company ("**WPR**") for the benefit of WPR, Wasatch Peaks Ranch Homeowners Association, Inc., a Utah nonprofit corporation ("**Association**") and Wasatch Peaks Ranch Club, LLC, a Utah limited liability company ("**Club**"; and collectively with WPR and Association, "**Benefited Parties**"), which has been or will soon be placed in the official records of the Morgan County Recorder, Morgan County, Utah ("**Official Records**").

NOW THEREFORE, by the execution, acknowledgement and recording of this Acknowledgement, Purchaser hereby acknowledges as follows:

1. **Recitals.** Each and all of Recitals A and B above are incorporated herein by reference and made a part of this Acknowledgement for all purposes.

2. **Purpose.** The Restriction has been executed and recorded in the Official Records to provide notice to Owners of the Lots of obligations regarding certain development, design, and improvement restrictions; operates as a restrictive covenant; and binds all persons having any right, title or interest in any portion of one or more Lots and their respective heirs, successors, successors-in-title, and assigns in perpetuity.

3. **Property Encumbered.** As of the date the Restriction is recorded in the Official Records, each Lot is and shall be deemed encumbered by the restrictions set forth therein.

4. **Acceptance of Deed.** Purchaser hereby agrees to accept title to the Lot and any improvements by Deed pursuant to the Agreement.

5. **Acknowledgement.** Purchaser hereby acknowledges, accepts and consents to be bound by the terms and conditions set forth in the Restriction.

6. **Authority to Execute.** Each person executing or acknowledging the Acknowledgement on behalf of a party hereto represents and warrants that such person is duly and validly authorized to do so on behalf of the entity it purports to so bind and that such entity has full right and authority to enter into the Agreement and this Acknowledgement and perform all of its obligations hereunder.

7. **Further Assurances.** Purchaser and Benefited Parties, whenever and as often as it shall be reasonably requested by the other party, execute, acknowledge and deliver or cause to be executed, acknowledged and delivered, such further instruments and documents and take such further actions as may be reasonably necessary in order to carry out the intent and purpose of the Agreement and this Acknowledgement.

8. **Defined Terms.** All capitalized terms not otherwise defined in this Acknowledgement shall have the meanings assigned to them in the Restriction.

[Signature page follows]

IN WITNESS WHEREOF this Declaration of Restrictive Covenants is executed by WPR as of the date indicated below.

PURCHASER:

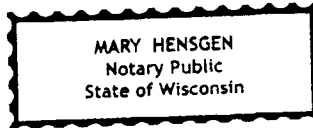
Austin M. Ramirez Revocable Trust of 2016, dated March 5, 2016

By: *Austin Ramirez*
Austin M. Ramirez, Trustee

STATE OF Wisconsin)
) ss.
County of Waukesha)

This instrument was acknowledged before me on August 23, 2023, by Austin M. Ramirez, as Trustee of Austin M. Ramirez Revocable Trust of 2016, dated March 5, 2016

Mary Hensgen
Notary Public
My Commission Expires: 2-1-2026



**EXHIBIT A
PROPERTY DESCRIPTION**

PARCEL 1:

Lot D4 A, WASATCH PEAKS RANCH PLAT 1, FIRST AMENDMENT, according to the official plat thereof on file and of record in the Morgan County Recorder's office recorded May 1, 2023 as Entry No. 163347 in Book 399 at Page 1237.

PARCEL 1A:

Nonexclusive easements, appurtenant to Parcel 1 described herein, for pedestrian and vehicular access as created and described in that certain Master Declaration of Covenants, Conditions, Restrictions, and Reservation of Easements recorded May 3, 2022 as Entry No. 160853 in Book 391 at Page 402 and First Supplemental Declaration for Wasatch Peaks Ranch recorded May 1, 2023 as Entry No. 163348 in Book 399 at Page 1242 and Second Supplemental Declaration and First Amendment to Master Declaration for Wasatch Peaks Ranch recorded May 1, 2023 as Entry No. 163355 in Book 399 at Page 1288 of official records.

Tax Id No.: NOT YET ASSESSED