

E 164435 B 403 P 1376
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BRENDA NELSON, Recorder
MORGAN COUNTY
For: COTTONWOOD TITLE INSURANCE AGENCY,
Recorded Electronically by Simplifile

When recorded, return to:

Holland & Hart LLP
Anaya Gayle
222 South Main Street, Suite 2200
Salt Lake City, Utah 84101
CTIA# 169975-MLB

00-0001-0330

(Space above this line for Recorder's use only)

ACKNOWLEDGEMENT OF DECLARATION OF RESTRICTIVE COVENANT

THIS ACKNOWLEDGEMENT OF DECLARATION OF RESTRICTIVE COVENANT (this "**Acknowledgement**") is made this 5th day of ^{October} ~~September~~, 2023, by Wasatch Peaks Ranch, LLC, a Delaware limited liability company (the "**Declarant**"), and Brian Klein and Victoria Klein (the "**New Owners**").

RECITALS:

A. Declarant is the Declarant under that certain Declaration of Restrictive Covenant, dated May 1, 2023, and recorded on May 1, 2023, as Entry No. 163349, in Book 399, Page 1250 of the Official Records of Morgan County, Utah (the "**Declaration**").

B. Pursuant to Final Plat Wasatch Peaks Ranch Plat 1 dated April 7, 2022, and recorded in the Official Records on May 3, 2022, as Entry No. 160852, in Book 391, Page 382 (as the same may be amended, revised, or restated from time to time "**FPI**") and Final Plat Wasatch Peaks Ranch Plat 1, First Amendment, recorded in the Official Records on May 1, 2023, as Entry No. 163347, in Book 399, Page 1237 (as the same may be amended, revised, or restated from time to time "**FPI Amd.**" and collectively with FPI the "**Plat**"), Declarant owns certain residential subdivision lots situated within the Community and more particularly described in **Exhibit "A"**, attached hereto and incorporated herein by reference (each a "**Lot**", and collectively, "**Lots**").

C. Declarant and New Owners have entered into that certain Purchase and Sale Agreement and Joint Escrow Instructions dated effective August 4, 2023 (the "**Purchase Agreement**"), whereby New Owners have agreed to purchase from Declarant Lot D10A on the terms and conditions set forth in the Purchase Agreement.

D. New Owners desire to acknowledge the Declaration.

NOW THEREFORE, pursuant to the authority granted it in the Declaration, Declarant hereby declares, and New Owners hereby acknowledge, as follows:

1. Nature of Restrictions. Lot Owners take title to any Lot subject to and in accordance with the following additional requirements:

1.1. Improvements built on the Lots shall be designed, installed, constructed, and developed in accordance with a select number of architectural plans ("Plans") that WPR will provide to Lot Owners; and

1.2. Lot Owners are required to enter into contractual agreements, the forms of which have been previously negotiated by WPR (collectively, "Contracts") engaging:

- a. an architect that has been selected and approved by WPR, and
- b. a builder that has been selected and approved by WPR and will construct improvements on the respective Lot in accordance with the Plans.

2. Acknowledgment. New Owners hereby acknowledge and join the Declaration, as the same may be amended, revised, or restated from time to time, as if they were original parties to the original Declaration.

3. Assumption of Rights and Obligations. New Owners unconditionally assume all of the rights, obligations, restrictions, limitations, and covenants of the Declaration, and hereby agree to comply with the Declaration as if they were original parties thereto. New Owners hereby acknowledge that upon the transfer of Lot D10A, Declarant shall remain a beneficiary of the Declaration and shall continue to hold all rights of a beneficiary, and all rights of enforcement as detailed in Section 7 of the Declaration. Further, the right to amend the Declaration pursuant to Section 8 shall remain in Declarant and shall not be conveyed, transferred, or assigned to New Owners. Declarant shall, either in the deed conveying Lot D10A or in a separate recorded document, specifically assign the Declarant's rights to: (i) engage in Permitted Uses; and (ii) convey Lot D10A pursuant to Section 4.4 of the Declaration, while retaining to itself: (i) Declarant's status as a beneficiary under the Declaration; (ii) the right to enforce the Declaration against New Owners and any subsequent owner(s); and (iii) the right to amend the Declaration. New Owners expressly acknowledge and agree that they shall have no right or authority to unilaterally amend or terminate the Declaration.

4. Binding Effect; No Modification. The terms of this Acknowledgement, including New Owners' acknowledgment included herein, shall constitute covenants running with the land and shall bind Lot D10A and inure to the benefit of and be binding upon the New Owners and their respective successors and assigns who become parties hereunder. Except as expressly modified by this Acknowledgement, the Declaration shall remain in full force and effect and binding upon Lot D10A.

5. Non-Merger. Notwithstanding the transfer of Lot D10A pursuant to the Purchase Agreement, Declarant and New Owners expressly intend that the Declaration is intended to remain in full force and effect and that the execution, delivery and recording of a warranty deed transferring ownership of Lot D10A to New Owners is not intended to result in any extinguishment or merger of the Declaration, it being the controlling and dominant intent of the Declarant and New Owners that no such merger or extinguishment shall occur and that the Declaration shall remain in full force and effect regardless of any current or future commonality of ownership interests in Lot D10A.

6. Authority to Execute. Each person executing or acknowledging this 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 this Acknowledgement and perform all of its obligations hereunder.

7. Further Assurances. Declarant and New Owners, whenever and as often as they shall be reasonably requested by the other party, shall 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 this Acknowledgment.

8. Defined Terms. All capitalized terms not otherwise defined in this Acknowledgment shall have the meanings assigned to them in the Declaration.

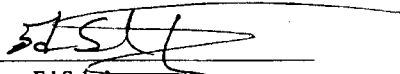
[Signature Pages Follow]

IN WITNESS WHEREOF, Declarant has executed this Acknowledgment as of the date set forth above.

WPR:

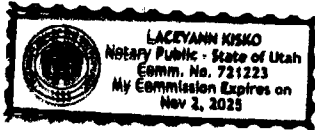
WASATCH PEAKS RANCH, LLC, a Delaware limited liability company

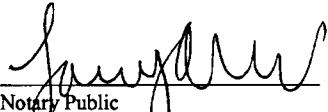
By: Wasatch Peaks Ranch Management, LLC, its Manager

By: 
Name: Ed Schultz
Its: Authorized Officer

STATE OF UTAH)
) ss.
County of SALT LAKE)

This instrument was acknowledged before me on the 20 day of September, 2023, by Ed Schultz, as Authorized Officer of Wasatch Peaks Ranch Management, LLC, manager of Wasatch Peaks Ranch, LLC.




Notary Public
My Commission Expires: NOV 2, 2025

Signature Page to Acknowledgement of Declaration

NEW OWNERS:

By: [Signature]
Name: Brian Klein

By: [Signature]
Name: Victoria Klein

STATE OF UTAH)
) ss.
County of MORGAN)

The foregoing instrument was acknowledged before me this 5th day of OCTOBER, 2023, by Brian Klein.

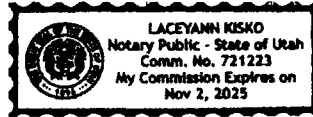
[Signature]
Notary Public
My Commission Expires: NOV 2, 2025

STATE OF UTAH)
) ss.
County of MORGAN)



The foregoing instrument was acknowledged before me this 5th day of OCTOBER, 2023, by Victoria Klein.

[Signature]
Notary Public
My Commission Expires: NOV 2, 2025



Signature Page to Acknowledgement of Declaration

EXHIBIT A
LEGAL DESCRIPTION

Lots D1A – D12A Wasatch Peaks Ranch according to Final Plat Wasatch Peaks Ranch Plat 1, First Amendment recorded May 1, 2023, as Entry No. 163347, in Book 399, Page 1237, in the official records of the Morgan County Recorder's Office, Morgan County, Utah.

More commonly known by the following addresses and Parcel Nos.:

Lot	Address	Parcel No.
D1A	5512 W North Village Lane	00-0091-9321
D2A	5496 W North Village Lane	00-0091-9322
D3A	5454 W North Village Lane	00-0091-9323
D4A	5432 W North Village Lane	00-0091-9324
D5A	5422 W North Village Lane	00-0091-9325
D6A	5408 W North Village Lane	00-0091-9326
D7A	3496 N North Village Lane	00-0091-9327
D8A	3474 N North Village Lane	00-0091-9328
D9A	3452 N North Village Lane	00-0091-9329
D10A	5435 W North Village Lane	00-0091-9330
D11A	5457 W North Village Lane	00-0091-9331
D12A	5493 W North Village Lane	00-0091-9332

EXHIBIT A