

KEY STONE



Whispering Pines

Protective Covenants and Building Restrictions

WE, The undersigned owners of the following described real property, to wit; Lots 101 through 150 inclusive, *Whispering Pines, Phase 1*, located in West Jordan, Utah, do hereby make the following declarations as to limitations, restrictions and uses to which the lots and / or tracts may be put, hereby specifying that the said declarations shall constitute covenants to run with the land as provided by law and shall be binding upon all of the parties and all persons claiming under them, for the benefit of and limitations upon all future owners, including heirs and assigns, and any other person, corporation or institution which may have interest in or own, in whole or in part, any portion of the described real property.

NOW, THEREFORE, for the purpose of developing and preserving the said subdivision in an aesthetically and functionally desirable, uniform, and suitable state, thereby providing a pleasant, secure, and well maintained living environment, and so as to protect the investment of all owners therein, present and future, the following declarations are made:

PREAMBLE

PART A

TO WHOM IT MAY CONCERN

KNOWN ALL MEN BY THESE PRESENTS:

Do hereby establish the nature of the use and enjoyment of all lots in said subdivision and do declare that all conveyance of said lots shall be made subject to the following amendment of conditions, restrictions and stipulations:

PART B

RESIDENTIAL AREA COVENANTS

1. Damages

[For reference see Repair of Improvements Damaged by Construction (V.C.) above in original]

The owner of each lot throughout the subdivision is required to place in escrow at the time of purchase of the lot at closing, with Backman Stewart Title, the amount of \$500.00, and/or \$800.00 if a corner lot. For the purpose of concrete repairs in the event damage is done to the sidewalks, curb, gutter and/or road surface, utility stub-ins or other improvements are damaged around the perimeter of the lot during the course of construction. The Architectural Control Committee is authorized to sign such reconveyance releasing such escrow. This escrow will be released upon compliance of this section.

KEY STONE



IN WITNESS WHEREOF, the Declarants, undersigned, have executed this instrument this 8th day of August, 1998.

Declarants

Key Stone Land Development L.C.

A Utah Limited Liability Company

Nord Halls
General Member

[Signature]
General Member

State of Utah
County of Utah

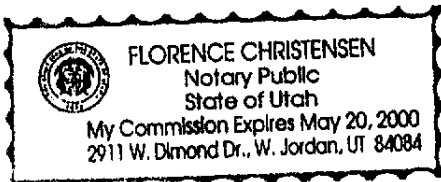
On this 8th day of August, 1998 personally appeared before me

_____ and _____, the signers of this instrument, who duly acknowledged to me that they executed the same. IN WITNESS THEREOF, I have hereunto set my hand and affixed my Notarial Seal.

Florence Christensen
Notary Public

Residing at 2911 W. Diamond Dr.

My Commission expires 5/20/2000



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08/14/98 11:29 AM 61.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
NORD HALLS
2899 W 7550 S
WEST JORDAN, UT 84084
REC BY: A GARAY ,DEPUTY - WI

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