

3294018

DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
BARRINGTON PARK

SECOND PHASE

THIS DECLARATION is made on the 15th day of May,  
1979, by Barrington Park Joint Venture, a joint venture of  
Quadric Enterprises, a Utah corporation, and Metroplex, a  
partnership, hereinafter referred to as "Declarant."

RECITALS

1. Declarant is the owner of real property, herein-  
after referred to as the "Development Property," located in  
Salt Lake County, Utah, particularly described as follows:

COMMENCING at a point South 0° 12' 15" East  
1042.68 feet from the Northwest corner of  
Section 2, Township 2 South, Range 1 West,  
Salt Lake Base and Meridian, and running  
thence East 200 feet; thence North 0° 12'  
15" West 110 feet; thence East 1324.6 feet;  
thence South 0° 12' 15" East 928.52 feet;  
thence West 1524.6 feet; thence North 0° 12'  
15" West 818.52 feet to the point of COMMENCE-  
MENT. EXCEPTING THEREFROM any portion lying  
within the bounds of 1300 West Street.

2. Declarant intends to develop that portion of said  
Development Property described on plats C, D, E and F attached  
hereto as Exhibits C, D, E and F respectively and by this  
reference incorporated herein, as the second phase of an over-  
all development as heretofore proposed to and approved by the  
Salt Lake County Planning Commission. Declarant intends to  
file and record said plats C, D, E and F at different times, as  
and when such filing and recording is appropriate to the develop-  
ment of the property included in such plat. Said plats C, D, E  
and F will hereinafter be referred to collectively as the "Phase  
Two Project Property." The portions of said second phase described

KATIE L. DIXON  
RECORDER  
SALT LAKE COUNTY,  
UTAH

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UTAH TITLE & ABST.  
REC'D  
C. Wayne Maberry

as parcel A on each of the respective plats C, D, E and F is to be and will hereinafter be referred to as the "Common Area" which will be conveyed to the Barrington Park Homeowners Association prior to or concurrently with the conveyance of a lot in said Project Property to an owner other than Declarant. Such Common Area includes certain Limited Common Areas more particularly described on plats C, D, E and F respectively.

Declarant further intends to develop the balance of said Development Property in one or more additional phases.

3. Declarant has deemed it desirable for efficient preservation of the value, desirability and attractiveness of said tract to create a corporation to which should be delegated and assigned the powers of maintaining and administering the Common Area, and administering and enforcing these Covenants, Conditions and Restrictions and collecting and disbursing funds pursuant to the assessment and charges hereinafter created and referred to.

4. Barrington Park Homeowners Association, a non-profit corporation, has been incorporated under the laws of the State of Utah for the purpose of exercising the powers set forth in Recital 3 above.

#### DECLARATION

Declarant hereby declares that the "Phase Two Project Property" (as that term is hereafter defined) is, and shall be held, conveyed, hypothecated, encumbered, leased, rented, used and occupied subject to the limitations, restrictions, easements, covenants, conditions, liens and charges described in the Declaration of Covenants, Conditions and Restrictions of Barrington Park hereto filed and recorded in connection with Phase One of the development property in the Office of the County Recorder of Salt Lake County as Entry #3074104, in Book 4634 at page 977, and as amended and recorded as Entry #3081966

Book 4642 Page 718 of the records of said county records, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement, protection, maintenance and sale of said property and are established and agreed upon for the purpose of enhancing and perfecting the value and attractiveness of said property and every part thereof. All of the limitations, restrictions, easements, conditions, liens, charges, covenants and remedies contained in said Declaration shall run with the land, and each estate therein, and shall be binding upon all parties having or acquiring any right, title or interest in said Phase Two Project Property or any part thereof, and shall be for the benefit of each owner of any portion of said Phase Two Project Property, or any interest therein and shall inure to the benefit of and be binding upon each successor in interest of the owner thereof.

The definitions section of Article I of said Declaration of Covenants, Conditions and Restrictions is hereby added upon to include a definition of "Phase Two Project Property" at the end of Article I, entitled "Definitions," as follows:

(17) The "Phase Two Project Property" shall mean and refer to the real property described in plats C, D, E and F which are referred to in recital "2." of the Declarations of Covenants, Conditions and Restrictions of Barrington Park Second Phase.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 15th day of \_\_\_\_\_, 1979.

BARRINGTON PARK JOINT VENTURE

by Rodney L. Dale  
RODNEY L. DALE

by Walter R. Wood  
WALTER R. WOOD

STATE OF UTAH )  
COUNTY OF SALT LAKE ) : ss.

On this 13TH day of JUNE, 1979, before me, a  
Notary Public for the State of Utah, personally appeared

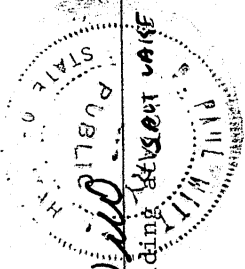
RODNEY L. DAHL and

WALTER R. MOOD known to

me to be the duly appointed representatives of the joint venture  
that exercised the within instrument and acknowledged to me  
that such joint venture executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed  
my Official Seal the day and year in this certificate first above  
written.

  
NOTARY PUBLIC Residing at SEVENT VASE



My Commission Expires:

SEPT 14 1980