

When recorded, return to:

Berkley Manor Homeowners' Association, Inc.
c/o: Welch Randall Property Management
5300 South Adams Avenue
Parkway Suite #8
Ogden, Utah 84405

14541776 B: 11662 P: 9794 Total Pages: 5
05/12/2026 01:45 PM By: Mwestergard Fees: \$56.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: BERKLEY MANOR HOMEOWNERS ASSOCIATION INC
5300 SOUTH ADAMS AVE OGDEN, UT 84405



**SECOND AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS
FOR BERKLEY MANOR HOMEOWNERS' ASSOCIATION, INC.**

This Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Berkley Manor Homeowners' Association, Inc. (hereinafter "Second Amendment") hereby amends that certain Declaration of Covenants, Conditions & Restrictions for Berkley Manor, a condominium residential project, as amended, recorded in the Salt Lake County Recorder's Office on February 27, 2015, as Entry No. 12038745 ("Declaration").

RECITALS:

- A. This Second Amendment affects and concerns the real property located in Salt Lake County, Utah, and more particularly described in the attached **Exhibit "A"** ("Property").
- B. On or about August 15, 2008, a certain Declaration of Covenants, Conditions, and Restrictions was recorded in the Salt Lake County Recorder's Office as Entry No. 10501031 ("Original Declaration").
- C. The Association adopted the rewritten Declaration which was intended to replace the Original Declaration. And all amendment thereto or prior versions thereof.
- B. On or about August 15, 2008, a Plat Map of Berkley Manor Condominiums, depicting the Project was recorded in the Salt Lake County Recorder's Office as Entry No. 10501030.
- F. On or about October 4, 2016, an Amendment to the Declaration was recorded in Salt Lake County Recorder's Office as Entry No. 12380780 ("First Amendment").

CERTIFICATION

By signing below, pursuant to the Utah Community Association Act and Article 18, Section 18.6 of the Declaration, the Board hereby certifies that not less than sixty-seven percent (67%) of the voting power of the Members approved and consented to the recording of this Second Amendment.

COVENANTS, CONDITIONS, AND RESTRICTIONS

1. Recitals. The above Recitals are incorporated herein by reference and made a part hereof.
2. No Other Changes. Except as otherwise expressly provided in this Second Amendment, the Declaration remain in full force and effect.
3. Authorization. The individuals signing for the respective entities below make the following representations: (i) he/she has read the Second Amendment, (ii) he/she has authority to act for the entity designated below, and (iii) he/she shall execute the Second Amendment acting in said capacity.
4. Conflicts. In the case of any conflict between the provisions of this Second Amendment and the provisions of the Declaration, as amended, the provisions of this Second Amendment shall in all respects govern and control. In the case of any existing provision with the Declaration, as amended, that could be interpreted as prohibiting the modifications set forth in this Second Amendment, such provision(s) is hereby modified in order to accomplish the purpose and intent of this Second Amendment.

NOW, THEREFORE, pursuant to the foregoing, the Board hereby makes and executes this Second Amendment to the Declaration as follows.

AMENDMENTS

1. Article 5, Section 5.11(f) is deleted in its entirety and replaced with the following:

(f) Restriction on Number of Units that may be Rented: No more than 10 Units in the Project may be rented at any given time. Notwithstanding the provisions of this Section 5.11(f), any Owner that is renting out his Unit at the time this Declaration is recorded with the Salt Lake County Recorder's Office shall be permitted to continue to rent out his Unit until (1) the Owner occupies the Unit, or (2) an Officer, Owner, Member, Trustee, Beneficiary, Director, or person holding a similar position of ownership or control of an entity or trust that holds an interest in the Unit, occupies the Unit. This right to rent shall not survive a transfer of the Unit.

The Management Committee shall create procedures to determine and track the number of rentals in the Project and ensure consistent administration and enforcement of these rental restrictions. Such procedures shall be made available to the Owners in a document describing the Association's rules or in another written document. In determining who shall be permitted to rent his Unit, the Management Committee shall give first priority to the first request made in time, second priority to the second request made in time, and so forth. Once an Owner is permitted to rent his Unit, the Owner shall rent his Unit within 60 days. If the Owner fails to rent his Unit within 60 days, the Owner is not permitted to rent his

Unit. The Owner who has second priority is then permitted to rent his Unit so long as the Owner rents his Unit within 60 days. Notwithstanding the foregoing, the Management Committee may refuse any Owner permission to rent if, at the time of the Owner's request, he has not paid all Assessments, fines, and fees charged against him by the Association.

The following shall be exempt from the rental restrictions contained in Sections 5.11(a) and (f):

- i. a unit owner in the military for the period of the unit owner's deployment;
- ii. a unit occupied by a unit owner's parent, child, or sibling;
- iii. a unit owner whose employer has relocated the unit owner for two years or less;
- iv. a unit owned by an entity that is occupied by an individual who:
 - a. has voting rights under the entity's organizing documents; and
 - b. has a 25% or greater share of ownership, control, and right to profits and losses of the entity; or
- v. a unit owned by a trust or other entity created for estate planning purposes if the trust or other estate planning entity was created for the estate of:
 - a. a current resident of the unit; or
 - b. the parent, child, or sibling of the current resident of the unit;

Berkley Manor Homeowners' Association

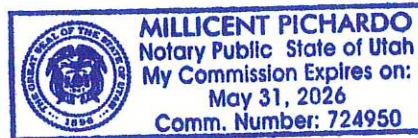
By: Shantell Garrett
Name: Shantell Garrett
Title: President

STATE OF UTAH)
: ss
COUNTY OF Salt Lake)

On this 11th day of May, 2026, before me, the undersigned Notary Public, personally appeared, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity and that her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Millicent Pichardo
Notary Public
My Commission Expires: May 31, 2026



Legal Description
Exhibit A

BERKLEY MANOR HOA UNITS 1-18

Parcel ID: 16:08:135:001:0000 through 16:08:135:018:0000

UNIT 101, BERKLEY MANOR CONDO. 9635-4593 9663-5534 9694-589 10324-1150
UNIT 102, BERKLEY MANOR CONDO. 9635-4593 9663-5534
UNIT 103, BERKLEY MANOR CONDO. 9635-4593 9663-5534
UNIT 104, BERKLEY MANOR CONDO. 9635-4593 9663-5534 9780-944010179-7792
UNIT 105, BERKLEY MANOR CONDO. 9635-4593 9663-5534 9940-2127
UNIT 106, BERKLEY MANOR CONDO. 9635-4593 9663-5534 9939-3217
UNIT 207, BERKLEY MANOR CONDO. 9635-4593 9663-5584 9663-5587
UNIT 208, BERKLEY MANOR CONDO. 9635-4593 9663-5534 3685-9123
UNIT 209, BERKLEY MANOR CONDO. 9635-4593 9663-5534 9867-3524
UNIT 210, BERKLEY MANOR CONDO. 9635-4593 9663-5534 9859-13559947-7287 9954-
5851
UNIT 211, BERKLEY MANOR CONDO. 9635-4593 9663-5534
UNIT 212, BERKLEY MANOR CONDO. 9635-4593 9663-5534
UNIT 313, BERKLEY MANOR CONDO. 9635-4593 9663-5579,5582
UNIT 314, BERKLEY MANOR CONDO. 9635-4593 9663-5534
UNIT 315, BERKLEY MANOR CONDO. 9635-4593 9663-5534 9791-3975
UNIT 316, BERKLEY MANOR CONDO. 9635-4593 9663-5534 9758-5351
UNIT 317, BERKLEY MANOR CONDO. 9635-4593 9663-5534 9767-1616
UNIT 318, BERKLEY MANOR CONDO. 9635-4593 9663-5534