

5.17
After Recording Return To:
VIAL FOTHERINGHAM, LLP
515 South 400 East, Suite 200
Salt Lake City, Utah 84111

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10/04/2016 11:38 AM \$35.00
Book - 10484 Pg - 1244-1248
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
KENNY WILSON
PO BOX 242
LEHI UT 84043
BY: SRA, DEPUTY - MA 5 P.

AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS FOR BERKLEY MANOR CONDOMINIUMS

This Amendment ("Amendment") to the Declaration of Covenants, Conditions, and Restrictions for Berkley Manor Condominiums ("Declaration") is executed on the date set forth below by Berkley Manor Homeowners' Association, Inc. (the "Association") after having received the necessary approvals of the homeowners and is intended to supersede any prior, conflicting amendments.

RECITALS

A. Certain real property in Salt Lake County, Utah, known as Berkley Manor Condominiums was subjected to certain covenants, conditions, and restrictions pursuant to the Declaration recorded August 15, 2008 as Entry No. 10501031, records of Salt Lake County, Utah (the "Original Declaration");

B. The Association adopted a rewritten Declaration which was recorded on April 27, 2015 as Entry No. 10671577 (the "Declaration") and which was intended to replace the Original Declaration and all amendments thereto or prior versions thereof;

C. This Amendment is intended to eliminate any language in the Current Declaration which would require an Owner to perform a criminal background check on a prospective Tenant before renting his or her Unit to such Tenant.

D. Pursuant to Sections 18.6 of the Declaration, this Amendment has been approved by the affirmative vote of at least sixty-seven percent (67%) of the Owners;

NOW, THEREFORE, the Association hereby amends the Declaration as follows:

The section titled "RECITALS" shall be amended to add subsection E which shall read as follows:

E. This Declaration supersedes and replaces in its entirety the previously recorded Declaration of Condominium of Berkley Manor Condominiums that was recorded as August 15, 2008 as Entry No. 10501031 at the Salt Lake County Recorder's Office, and all amendments thereto and prior versions thereof predating

the recording of this Declaration.

Article V, Section 11 of the Declaration is amended so as to remove subsection (e) in its entirety. The Amended Section 5.11 shall read as follows:

5.11 Lease and Rental Restrictions.

(a) **No Lease for Transient or Hotel Purposes.** With the exception of a lender in possession of a Unit following a default in a First Mortgage, a foreclosure proceeding, or any deed or other arrangement in lieu of foreclosure, no Owner shall be permitted to lease a Unit for transient or hotel purposes or for an initial term of less than thirty (30) days.

(b) **Entire Unit.** No Owner shall lease less than the entire Unit.

(c) **All Leases Subject to this Declaration.** Any lease agreement shall be required to provide that the terms of such lease shall be subject in all respects to the provisions of the Declaration, the Articles, and the Bylaws and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease and that the Management Committee shall have authority to remedy any such default by all remedies available under the law including, without limitation, by legal action against the tenant. Any Owner who shall lease his Unit shall be responsible for assuring compliance by such Owner's lessee with this Declaration, the Articles, Bylaws and Association Rules.

(d) **Form of Leases.** All leases shall be in writing.

(e) **Owner to Provide Information Regarding Leases.** Within seven (7) days of entering a lease, the Owner shall provide to the Management Committee in writing each of the following:

1. The name(s) of all Tenants listed on the lease;
2. The Unit number the tenant is leasing;
3. The date the rental period begins or began;
4. The contracted termination date of the lease;
5. A current telephone number and mailing address for the Owner;

The Owner shall notify the Management Committee in writing of termination of any lease within seven (7) days of such termination.

Any Owner that is currently leasing his Unit at the time that this Declaration is recorded in the Salt Lake County Recorder's Office shall provide to the Management Committee all items listed within this Section 5.11(e) within seven (7) days of such recording.

(f) **Restriction on the Number of Units That May be Rented.** No more than eight (8) Units in the Project shall be rented at any given time. Notwithstanding the provisions of this Section 5.11(g), 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 ownership 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. 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.

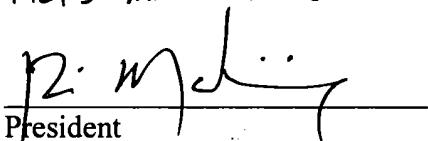
The following shall be exempt from the rental restrictions contained in this Section 5.11(f):

1. Any Owner in the military for the period of the Owner's deployment;
2. Any Unit occupied by an Owner's parent, child, or sibling;
3. Any Owner whose employer has relocated him for no less than two years; and
4. Any 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;

IN WITNESS WHEREOF, BERKLEY MANOR HOMEOWNERS' ASSOCIATION, by and through its Management Committee, has executed this Amendment to the Declaration as of the 12th day of August, 2016, Pursuant to Utah Code Ann. § 57-8-39 and the applicable provisions of its Declaration and Bylaws and hereby attests that the foregoing amendment was approved by the affirmative vote of not less than sixty-seven percent (67%) of the voting power of the Members of the Association pursuant to the provisions of the Association's governing documents. The signatures and proxies (where applicable) of such Members have been collected and kept by the Association.

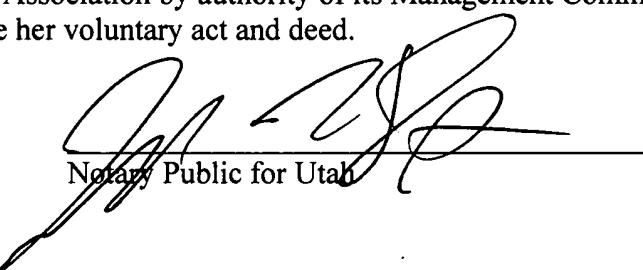
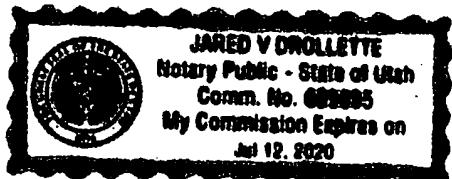
Berkley Manor Homeowners' Association

PIERS MAINWARING


President

STATE OF UTAH)
:ss
County of Salt Lake)

On the 12 day of Aug, 2016, personally appeared PIERS MAINWARING who, being first duly sworn, did say that he is the President of the Association and that the foregoing instrument was signed in behalf of said Association by authority of its Management Committee; and acknowledged said instrument to be her voluntary act and deed.



Notary Public for Utah

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