

WHEN RECORDED, RETURN TO:  
Heather Park Homeowners Association  
P.O. Box 2147  
Provo, Utah 84603

ENT 33146:2004 PG 1 of 4  
RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
2004 Mar 25 11:19 am FEE 31.00 BY SB  
RECORDED FOR HEATHER PARK HOA

**10<sup>th</sup> AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF  
THE HEATHER PARK CONDOMINIUM PROJECT**

This Amendment is made and entered into this 6<sup>th</sup> day of January, 2004, by the Management Committee of the Heather Park Homeowner's Association, pursuant to the affirmative vote of the Unit Owners representing at least 65% of the undivided ownership interest in the Common Areas and Facilities of the Project.

**RECITALS**

A. The Heather Park Condominium Project (the "Project") was created pursuant to that certain Declaration of Condominium of the Heather Park Condominium Project executed on April 25, 1979, and recorded in the Office of the Utah County Recorder on May 4, 1979, as Entry No. 16793, in Book 1740, Page 733, together with subsequent amendments thereto (the "Declaration"), and the Record of Survey Map of the Heather Park Condominium Project recorded concurrently therewith. The Project is situated in the City of Provo, Utah County, State of Utah, and more particularly described as follows:

All of Units A-1, A-2, A-3, A-4, B-1, B-2, B-3, B-4, C-1, C-2, C-3, C-4, D-1, D-2, D-3, D-4 of the Heather Park Condominium Project, as more particularly described in the Declaration of Condominium of the Heather Park Condominium Project dated April 29, 1979, and recorded in the Office of the Utah County Recorder on May 4, 1979, as Entry No. 16793, in Book 1740, Page 733, and the Record of Survey Map for such project recorded in the Office of the Utah County Recorder on May 4, 1979, as such instruments may have heretofore been amended and supplemented, together with the undivided ownership interest in the common areas and facilities pertinent to such units.

B. Section 37 of the Declaration authorizes amendments to the Declaration upon the vote of at least 65% of the undivided ownership interest in the Common Areas and Facilities of the Project.

C. The owners of the Project have met in person or via proxy at a meeting on December 17, 2003, duly noticed and held as provided in the Declaration. By vote of at least 65% of the ownership interest, those present authorized any proxy assigned for that meeting to remain in effect until the particular insurance issues discussed in that meeting would be resolved. By subsequent vote via signed petition representing the necessary 65% of the ownership interest, the Association members have authorized an amendment to Article III of the Declaration as set forth herein.

NOW THEREFORE, the Management Committee enters into this Amendment to the Declaration for the purpose of effecting a modification to the Declaration approved by the owners in accordance with the Declaration, as follows:

1. **Section 41. Cooling Appliances.** All cooling or air conditioning appliances—considering evaporative coolers in particular—whether attached to, adjacent to, or surrounded by Common Areas and Facilities, are considered part of and belong to the individual unit which such an appliance services. The sole responsibility for the use and maintenance of such an appliance shall be that particular unit owner's. Also, all pipes, hoses, wires, vents, ducts, or other conduits, which are attached to that appliance and which sole purpose is to facilitate (i.e. supply water, deliver conditioned air, etc.) such appliance, are also the responsibility of the unit owner. Any main pipe or other conduit that services more than one unit or is otherwise considered to be part of the Common Areas by other definition shall remain part of the Common Areas and will not be the responsibility of individual unit owners.

Furthermore, any and all damage to Common Areas or to individual units caused by the use, maintenance, or failure to maintain such appliances or facilitating pipes and conduits, as outlined above, is the responsibility of the individual unit owner to which the appliance belongs. This includes, but is not limited to, all water damage caused by leaking and/or broken pipes, and by leaking or overflowing evaporative coolers. The Management Committee or Project Manager shall not submit a claim to the Association's insurance for any damage determined to be caused by such an appliance, whether or not the Association's insurance policy would actually cover the damage. Only the Management Committee or Project Manager shall submit claims to the Association's insurance. As explained in other sections and as is their right, unit owners may, and are encouraged to, maintain their own insurance policy that covers any damage caused by their appliance. Such insurance should cover not only damage to the unit owner's property but also damage to any Common Areas or other units.

Moreover, unit owners shall certify that their evaporative coolers are properly serviced at least two times each year or as appropriate. All rooftop evaporative coolers shall have a drain hose that leads from the overflow valve to the rain gutter. The Management Committee will hire a qualified company to service an evaporative cooler at the owner's expense upon failure of the owner to certify that the cooler has been properly serviced. Evaporative coolers shall be properly winterized by at least shutting off, disconnecting and draining all attached water pipes or hoses, and all water being drained from the cooler. Before an evaporative cooler is again turned on or put into use after season changes or other extended

periods of nonuse, all pipes, hoses, valves, seals, etc. shall be inspected and/or replaced to ensure that no leaks will result.

2. Certification and Effective Date: The undersigned members of the Management Committee of the Heather Park Condominium Project hereby certify that the above amendment to the Declaration was approved by Owners owning at least 65% of the undivided ownership interest in the Common Areas and Facilities of the Project. This Amendment to the Declaration is intended to be effective for all Units to the date it is officially recorded.

3. Continued Enforceability: Except as specifically amended hereby, the Declaration shall continue in force and effect, enforceable in accordance with all of its original terms and provisions.

The undersigned, being all members of the Management Committee of the Heather Park Homeowner's Association hereby certify that this amendment was authorized by the affirmative vote, either in person or by proxy, of more than 65% of the undivided ownership interest in the Common Areas and Facilities of the Project.

IN WITNESS WHEREOF, this amendment to the Declaration of the Condominium of the Heather Park Condominium Project is executed as of the day and year first above written.

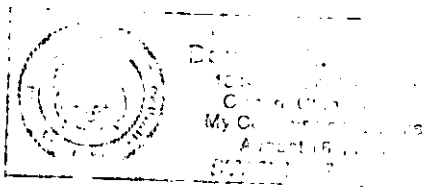
HEATHER PARK HOMEOWNER'S ASSOCIATION MANAGEMENT COMMITTEE

Cade Perkins  
Cade Perkins  
President

STATE OF UTAH            )  
  :SS  
COUNTY OF UTAH        )

The foregoing instrument was acknowledged before me this 21 day of Feb, 2004, by Cade Perkins, a duly sworn member of the Management Committee of the Heather Park Condominium Project.

[Signature]  
NOTARY PUBLIC



JURAT

State of Utah  
County of Utah

Subscribed and sworn/affirmed to before me this 18 day of March  
20 04, by Spencer Whipple

Moira Pocock  
Notary Public

My Commission Expires: July 16, 2007

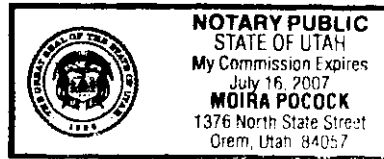
18th March

Spencer D Whipple  
Spencer Whipple  
Vice President

STATE OF UTAH            )  
  :SS  
COUNTY OF UTAH        )

The foregoing instrument was acknowledged before me this     day of    , 2004,  
by Spencer D Whipple a duly sworn member of the Management Committee of the Heather Park  
Condominium Project.

Moira Pocock  
NOTARY PUBLIC



David M. Evans  
David Evans  
Secretary/Treasurer

STATE OF UTAH            )  
  :SS  
COUNTY OF UTAH        )

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of March, 2004,  
by David M. Evans a duly sworn member of the Management Committee of the Heather Park  
Condominium Project.

Marcus Gurney  
NOTARY PUBLIC

