

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

ENT 83086:2001 PG 1 of 4
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2001 Aug 20 10:43 am FEE 31.00 BY AB
RECORDED FOR HEATHER PARK HOMEOWNERS

8th AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF THE HEATHER PARK CONDOMINIUM PROJECT

This Amendment to the Declaration of Condominium of the Heather Park Condominium Park Condominium Project is made and entered into the _____ day of _____, by the Management Committee of the Heather Park Condominium Project (the "Management Committee"), pursuant to the vote of the owners of the Heather Park Condominium 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 Uta, 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 at a meeting, duly noticed and held as provided in the Declaration, and have authorized an amendment to Section 10 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 10. Section 10 of the Declaration is hereby amended to add the following:

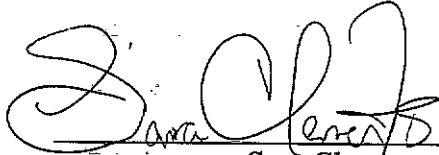
Each Unit shall be a nonsmoking environment for owners, renters and any visitors to the association so as not to violate the Nonsmoking policy in the Project and so as not to affect adversely any other Unit or portions of the Project. Each Unit Owner and any renters shall keep his appurtenant patio(s) and/or porch(es) clean of cigarette debris. In the event that an Owner, Renter or Visitor fails to comply, the Management Committee shall have the right to assess a fee to the Owner of the Unit. The sums received by the Committee shall be used to reimburse the Association treasury for the expenses incurred to remedy any damages/maintenance necessary to rectify the matter. For example, if cigarette smoke causes damages to the Unit above/below/beside it, a fee will be charged for any cleaning/maintenance/damage remedies. In any event that the fee is not collected within 90 days, the Management Committee shall have the right to file suit in small claims court, or another appropriate court, to obtain a personal judgement against the delinquent Owner for all past due fees owed, together with costs and expenses of collection and litigation. Such action may be instituted by the Management Committee, the President of the Association, another officer of the Association, or such other person as the President of the Association or Management Committee shall designate.

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 at a meeting of the Association of Unit Owners at which a quorum was present, held on April 5, 2001. This Amendment to the Declaration is intended to be retroactively effective to the date of such meeting, April 5, 2001 for all Units with exception to the renters in A1 until their lease is up or they are evicted. At such time, this Amendment shall be immediately effective for A1 and will not be considered retroactive.

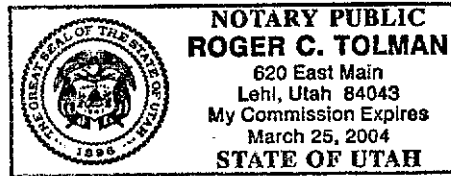
3. Continued Enforceability Except as specifically amended hereby, the Declaration shall continue in force and effect, enforceable in accordance with all of its original terms and provisions.

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

MANAGEMENT COMMITTEE OF THE HEATHER PARK CONDOMINIUM PROJECT

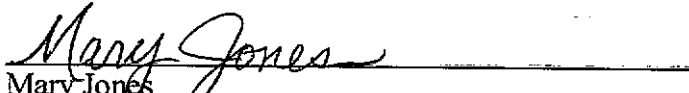

Sara Clements
President

STATE OF UTAH)
 :SS
COUNTY OF UTAH)



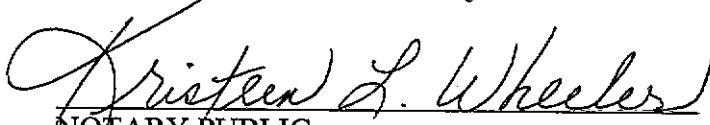
The foregoing instrument was acknowledged before me this 23 day of July, 2001, by Sara Clements, a duly sworn member of the Management Committee of the Heather Park Condominium Project.


NOTARY PUBLIC


Mary Jones
Vice President

STATE OF UTAH)
 :SS
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this 19 day of July, 2001, by Mary Jones, a duly sworn member of the Management Committee of the Heather Park Condominium Project.


NOTARY PUBLIC



Heather Williamson

Heather Williamson
Treasurer

STATE OF UTAH)
 :SS
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this 19 day of July 2001, by Heather Williamson, a duly sworn member of the Management Committee of the Heather Park Condominium Project.

Kristeen L. Wheeler
NOTARY PUBLIC

