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RICHARD T. MAUGHAN
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DEP RT REC'D FOR SYRACUSE CITY

After Recording Return to:
Nuco Development Inc.
Michael J. Thayne
1768 N. 4850 W.
Ogden, UT 84404

**DECLARATION OF COVENANTS,
CONDITIONS & RESTRICTIONS**

For Still Water Lake Estates, a Sub-area
of Still Water Lake Estates, a Master Planned Community
Davis County, Utah

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pt 12-104-0050 12-825-0201 thru 0206
12-824-0101-0110 12-826-0301 thru 0308

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR STILL WATER LAKE ESTATES, a Sub-area of Still Water Lake Estates, a Master Planned Community, ("Declaration") is made and executed on this 27 day of April, 2015, by Nuco Development, Inc., a Utah corporation (hereinafter "Declarant").

RECITALS:

(A) This Declaration will take effect on the date recorded at the office of the Davis County Recorder's Office (the "Effective Date"). The Declaration is only binding upon the Property and, with the exception of any applicable easement rights upon dedicated public roads or utility easements within the Master Planned Community, does not affect or bind property within other Sub-areas of the Master Planned Community.

(B) Declarant is the Owner of certain real property located in Davis County, Utah and more particularly described as follows (the "Property"):

PART OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, BEGINNING AT A POINT WHICH IS NORTH 00°11'53" EAST 33.00 FEET ALONG THE QUARTER SECTION LINE FROM THE SOUTH QUARTER CORNER OF SAID SECTION 22; AND RUNNING THENCE NORTH 89°59'02" WEST PARALLEL WITH SECTION LINE 2620.72 FEET TO A POINT WHICH IS 33.00 FEET EAST OF THE WEST LINE OF SAID SECTION; THENCE NORTH 00°11'27" EAST (NORTH 00°11'36" EAST BY RECORD) 792.00 FEET PARALLEL TO THE WEST LINE OF SAID SECTION;

THENCE SOUTH 89°59'02" EAST PARALLEL WITH SECTION LINE 2620.83 FEET TO QUARTER SECTION LINE; THENCE SOUTH 00°11'53" WEST ALONG QUARTER SECTION LINE 792.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,075,644 SQ.FT. (47.65 ACRES)

(C) Declarant desires to subject the Property to the terms of this Declaration. Declarant intends to develop a residential subdivision on the Property pursuant to the Community Association Act, Utah Code Sections 57-8a-101, *et. seq.* Declarant will develop and convey all of the Lots within the Subdivision subject to a general plan of development, and subject to certain protective covenants, conditions, restrictions and easements, as set forth in this Declaration, as amended from time to time, which are deemed to be covenants running with the land mutually burdening and benefitting each of the Lots within the Subdivision. Common Areas and Limited Common Areas are those areas that are depicted in the recorded Plat(s), as amended, and as described in this Declaration.

(D) It is intended that the Project will consist of Thirty (30) Lots, with a public road that fronts each Lot, the public road with frontage to Lot 101 already exists. Each Lot shall have power to the Lot frontage. Each Lot frontage shall have culinary and secondary water and sewer supplied by City or other appropriate entity. In addition, each Lot will have exclusive rights to build and maintain one Private Dock(s).

(E) The Property is also subject to that certain Master Declaration of Restrictive Covenants for Still Water Lake Estates, A Master Planned Community, recorded on December 29, 2014, as Entry No. 2840926 in the Davis County Recorder's Office ("Master Declaration"). The provisions of the Master Declaration shall govern in the event of a conflict.

(F) Declarant reserves the right to develop additional phases within the Property pursuant to the Community Association Act, Utah Code Sections 57-8a-101, *et seq.*, which Subdivision does not constitute a cooperative.

(G) Declarant has deemed it desirable, for the efficient preservation of the values and amenities of the Property, to create an entity which possesses the powers to maintain and administer the Common Areas and Limited Common Areas and otherwise administer and enforce the provisions of this Declaration. For such purposes, contemporaneously with the recording of this Declaration, Declarant will register with the Utah Department of Commerce Still Water Lake Estates Homeowners Association, Inc. (the "Association").

(H) The Association is governed by the terms of this Declaration, the Master Declaration, the Articles of Incorporation for Still Water Lake Estates Homeowners Association, Inc., and the Bylaws for The Still Water Lake Estates Homeowners Association, Inc. ("Bylaws"), which Bylaws

are attached hereto as **Exhibit "A"** and shall be recorded in the Davis County Recorder's Office contemporaneously with the recording of this Declaration.

(I) Declarant declares that the Property shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied, and improved, subject to the following easements, restrictions, covenants, conditions and equitable servitudes, all of which are for the purpose of uniformly enhancing and protecting the value, attractiveness and desirability of the Property, in furtherance of a general plan for the protection, maintenance, subdivision, improvement and sale of the Property or any portion thereof. The covenants, conditions, restrictions, reservations, easements and equitable servitudes set forth herein shall run with each Lot located on the Property, including any additions thereto, and shall be binding upon all persons having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of every portion of the Property and any interest therein; and shall inure to the benefit of and be binding upon Declarant, and its successors in interest; and may be enforced by the Declarant, any Owner and its successors in interest and by the Association.

(J) Notwithstanding the foregoing, no provision of this Declaration shall prevent the Declarant from doing any of the following, which shall be deemed to be among Declarant's reserved rights in addition to such rights as may be described elsewhere in this Declaration: (1) installation and completion of the Subdivision Improvements; (2) use of any Lot owned by the Declarant as a model home, or for the placement of a temporary construction or sales office, or for construction of community or model docks; (3) installation and maintenance of signs incidental to sales or construction which are in compliance with applicable City or County ordinances; (4) assignment of Declarant's rights under this Declaration in whole or part; (5) retention of Declarant's rights with respect to subsequent phases of the Subdivision; and (6) Declarant's right to identify Special Memberships. This Declaration shall be binding upon the Declarant, as well as its successors in interest, and may be enforced by the Declarant, the Association, or by any Owner of a Lot within the Subdivision. A supplemental declaration, with such modifications or supplemental provisions as may be deemed appropriate by Declarant on a phase-by-phase basis to address differences in the circumstances affecting any Lots to be constructed after the initial phase.

(K) Blank

(L) All Common Areas, and Limited Common Areas on the Property are for the exclusive use and enjoyment of Members. Other Sub-areas within the Master Planned Community do not have access to the Association's Common Areas.

COVENANTS, CONDITIONS AND RESTRICTIONS

ARTICLE I DEFINITIONS

1.0 Unless the context clearly requires the application of a more general meaning, the following terms, when used in the Declaration, shall have the following meanings:

(A) “Act” means the Utah Community Association Act, Utah Code Ann. Sections 57-8a-101 *et. seq.*

(B) “Architectural Control Committee” or “ACC” shall mean the Architectural Control Committee created by this Declaration, the Bylaws, and/or Articles of Incorporation.

(C) “Authorized User(s)” shall mean the person(s) designated in writing by a Lot Owner/Member to utilize the Rotation for a specific Lot. In designating an Authorized User, the Lot Owner/Member relinquishes his right to use the Rotation associated with his Lot. An Authorized User must be 21 years of age or older, and shall include their spouse and dependent children who are at least 21 years of age or older and still eligible to be claimed as a dependent on the Authorized User’s federal tax returns. The Lot Owner/Member must notify the Association in writing whenever an Authorized User(s) is named or changed. Authorized User(s) can vary from year to year, as determined by the Member, but cannot change more than two times within any 12 month period. The Authorized User(s) continues to be responsible for all other responsibilities of a Member, as contained within this Declaration.

(D) “Assessment” shall mean any monetary charge, fine or fee imposed or levied against an Member by the Association, as provided in the Governing Documents, regardless of whether said assessment is identified as a regular assessment, special assessment, reserve assessment, capital improvement assessment, fine, late fee or other charge.

(E) “Articles” shall mean the Articles of the Association, as amended from time to time.

(F) “Association” shall mean STILL WATER LAKE ESTATES HOMEOWNERS ASSOCIATION, INC., and as the context requires, the officers or directors of that Association.

(G) “Beach Area” shall mean and refer to the beach portion of the Common Area, including the beach area between the Private Dock(s) and the back of the Lots. It is intended that Members of the Association will be free to access the shoreline surrounding the Lake(s).

(H) “Board” or “Board of Directors” shall mean the duly elected and acting Board of Directors of STILL WATER LAKE ESTATES HOMEOWNERS ASSOCIATION, INC.

(I) "Bylaws" shall mean the Bylaws of the Association, as amended from time to time, a copy of which is attached hereto as **Exhibit "A."**

(J) "City" shall mean Syracuse City, Utah and its appropriate departments, officials and boards.

(K) "County" shall mean Davis County, Utah and its appropriate departments, officials and boards.

(L) "Common Areas" shall mean all property designated on the recorded Plat(s) as Common Area, being intended ultimately to be owned by the Association for the common use and enjoyment of all Members, together with all improvements thereon and all of the easements appurtenant thereto, including but not limited to park(s), entry monument(s), open space, two ski Lakes, community dock(s), boat ramp(s), Beach Area, and other necessary infrastructure or utilities to maintain the common areas including the Lake(s). The Association shall maintain the Common Areas. Use of the Common Area shall be limited to the exclusive use of the Members and Authorized Users and may not be utilized by any Member in another Sub-area of the Master Planned Community.

(M) "Common Expenses" means any and all costs, expenses and liabilities incurred by or on behalf of the Association, including, without limitation, costs, expenses and liabilities for (A) managing, operating, insuring, improving, repairing, replacing and maintaining the Common Areas; (B) providing facilities, services and other benefits to Members as set forth in this Declaration; (C) administering and enforcing the covenants, conditions, restrictions, reservations and easements created hereby; (D) levying, collecting and enforcing the assessments, charges, fines, penalties and liens imposed pursuant hereto; (E) operating the Association; and (F) creating reserves for any such costs, expenses and liability as required by this Declaration or the Act.

(N) "Declarant" shall mean and refer to Nuco Development Inc., a Utah corporation, and its successors and assigns.

(O) "Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions for the Still Water Lake Estates, a Sub-area of Still Water Lake Estates, a Master Planned Community together with any subsequent amendments or additions through supplemental declarations.

(P) "Dwelling" shall mean the single family residence built or to be built on any Lots.

(Q) "Governing Documents" shall mean this Declaration, Bylaws, Articles, Rules, and any other documents or agreements binding upon a Member.

(R) "Improvement" shall mean all structures and appurtenances of every type and kind,

including but not limited to buildings, dwellings, garages, approved outbuildings, dock(s), walkways, retaining walls, driveways, fences, landscaping, decks, stairs, poles, lighting, signs, satellite dishes or other antennas, and any mechanical equipment located on the exterior of any building.

(S) "Lake" or "Lakes" shall mean and refer to the two ski lakes within the Project, including any amenities related to the lakes, common shore, common beach, common dock(s) or other improvements and amenities servicing the lakes.

(T) "Limited Common Areas" shall mean all property designated on the recorded Plat Map(s), or as described in this Declaration as Limited Common Area, being intended ultimately to be owned by the Association but for the exclusive use and enjoyment of one Lot but fewer than all of the Lots including, but not limited to, Private Dock(s) or other areas depicted on Plat Map(s) or described in the Declaration as Limited Common Areas. Owners shall construct and maintain the Limited Common areas at their own cost and expense, including all repairs or replacements, including replacement to any structural elements including, but not limited to, any Private Dock(s) or other areas depicted on Plat Map(s) or described in the Declaration as Limited Common Areas shall be the responsibility of the Owner(s) of the Lots appurtenant to said Limited Common Area. If an Owner fails to properly maintain Limited Common Areas, the Association may issue an Assessment for the maintenance, repair and replacement of Limited Common Areas.

(U) "Lot" shall mean any numbered building Lot shown on any official and recorded Plat(s) of all or a portion of the Project whether or not it contains an Improvement.

(V) "Manager" shall mean any entity or person engaged by the Board of Directors to manage the Project.

(W) "Member" shall mean and refer to every person who holds membership in the Association, including an Owner, Special Member, Declarant and, where context requires, an Authorized User.

(X) "Person" shall mean a natural person or any legal entity with a right to hold title to real property in its own name in the State of Utah.

(Y) "Plat(s)" shall mean an official and recorded plat of Project when recorded, as approved by the City and recorded in the office of the Davis County Recorder, as it may be amended from time to time.

(Z) "Private Dock(s)" shall mean and refer to the individual Dock(s) within the Limited Common and encroaching upon Common Areas or Lake(s). Owners will be limited to one Private Dock(s) per Lot, which shall be built and located in accordance with the requirements set forth in this Declaration. Owners shall be solely responsible for the construction and maintenance of any Private Dock(s).

(AA) "Property" shall have the meaning set forth in the recitals.

(BB) "Rotation" shall mean and refer to 15 minutes of boat use on the Lake, and as further established by Rules adopted by the Board of Directors. Rotations shall be in effect whenever more than one member desires to use the Lake at any given time.

(CC) "Rules" mean any instrument adopted by the Board for the regulation and management of the Association as provided in the Governing Documents.

(DD) "Special Membership" or "Special Members" shall mean Mike Thayne, Mark Thayne, Deanna Jensen, Glenna Grow, and Judy Call. Persons with Special Membership shall be entitled to utilize the Common Areas regardless of Membership or ownership of a Lot within the Project and shall be considered Authorized Users. Each Special Membership shall be for the duration of the life of Special Members and may not be modified without the written consent of the Special Member. This right may not be modified by an amendment to the Declaration. The Special Members shall not be required to pay any assessments, dues or fees.

(EE) "Subdivision" or "Project" shall mean all phases of Still Water Lake Estates, a Sub-area of Still Water Lake Estates, A Master Planned Community and all Lots, and other property within the Subdivision, as shown on the Plat(s) and any future Plat(s) covering the Property.

(FF) "Subdivision Improvements" shall mean all improvements to be installed outside the boundaries of Lot, Common Areas or within easements as identified on the Plats that are necessary to provide public road access and/or private road access and utility service to the Lots, and including other construction work required to comply with any conditions of City or County or other governmental agencies to the approval of the Subdivision or any Plat(s) thereof.

(GG) "Sub-area" shall refer to the specific and distinct subdivisions with the Master Planned Community. Members of individual Sub-areas will only have use and enjoyment of the Common Areas specific to that Sub-area.

(HH) "Walking Trail" shall be defined as the walking trail located on the southern berm of the Project paralleling Gentile Street. The Walking Trail is maintained by the City.

ARTICLE II
EASEMENTS

2.1 Easement Concerning Common Area. Each Member shall have a nonexclusive right and easement of use and enjoyment in and to the Common Area. Any Member may temporarily delegate the right and easement of use and enjoyment, as described herein, to any family member, household guest, tenant, lessee, contract purchaser, or other person who resides on such Member's Lot. Notwithstanding the foregoing, all person shall be subject to the more specific Rules and covenants regarding use of the Lake(s).

2.2 Easement Concerning Limited Common Area. The Association shall have an easement for maintenance in and to the Limited Common Area in the event an Owner fails to maintain the Limited Common Areas. With the exception of the rights and easements granted to the Association, the Owner(s) of a Lot shall have the exclusive use of all Limited Common Area appurtenant to their Lot.

2.3 Limitation on Easement. A Member's right and easement of use and enjoyment concerning the Common Area shall be subject to the following:

(a) The right of the Association to govern by Rules the use of the Common Area for the Members so as to provide for the enjoyment of said Common Areas by every Member in a manner consistent with the preservation of quiet enjoyment of the Lots by every Member, including the right of the Association to impose reasonable limitations on the number of guests per Member who at any given time are permitted to use the Common Area;

(b) The right of the Association to suspend a Member's right to the use of the Common Areas, or any amenities included therein, for any period during which a Member is in violation of the terms and conditions of the Governing Documents or delinquent in the payment of a levied assessment or fee.

(c) The right of the City, County, and any other governmental or quasi-governmental body having jurisdiction over the Property, to enjoy access and rights of ingress and egress over and across any street, parking area, walkway, or open area contained within the Common Areas for the purpose of providing police and fire protection, transporting school children, utility access/installation, and providing any other governmental or municipal service; and

(d) The right of the Association to dedicate or transfer any part of the Common Areas to any public agency or authority for such purposes and subject to such conditions as

may be agreed to by the Association, provided that such dedication or transfer must first be assented to in writing by the Members of at least seventy-five percent (75%) of the Lots (not including Lots owned by Declarant, which right Declarant shall enjoy without limitation through the Class B Period. No such dedication or transfer, however, may take place without the Association first receiving written approval from City and/or County pursuant to all applicable state and city laws, rules and ordinances in effect at the time of such proposed dedication or transfer.

2.4 Reservation of Access and Utility Easements. Declarant hereby reserves an easement for access and utilities (including but not limited to: electrical, gas, communication, phone, internet, cable, sewer, drainage and water facilities) over, under, along, across and through the Property, together with the right to grant to a City and County, or any other appropriate governmental agency, public utility or other utility corporation or association, easements for such purposes over, under, across, along and through the Property upon the usual terms and conditions required by the grantee thereof for such easement rights, provided, however, that such easement rights must be exercised in such manner as not to interfere unreasonably with the use of the Property by the Members and the Association and those claiming by, through or under the Members or the Association; and in connection with the installation, maintenance or repair of any facilities as provided for in any of such easements, the Property shall be promptly restored by and at the expense of the person owning and exercising such easement rights to the approximate condition of the Property immediately prior to the exercise thereof. Each Owner in accepting the deed to a Lot expressly consents to such easements and rights-of-way and authorizes and appoints the Association as attorney-in-fact for such Owner to execute any and all instruments conveying or creating such easements or rights-of-way.

2.5 Easements for Encroachments. If any part of the Common Areas, as improved by Declarant, now or hereafter encroaches upon any Lot or if any structure constructed by Declarant on any Lot now or hereafter encroaches upon any other Lot or upon any portion of the Common Area, a valid easement for such encroachment and the maintenance thereof, so long as it continues, shall exist. If any structure on any Lot shall be partially or totally destroyed and then rebuilt in a manner intended to duplicate the structure so destroyed, minor encroachments of such structure upon any other Lot or upon any portion of the Common Area due to such reconstruction shall be permitted; and valid easements for such encroachments and the maintenance thereof, so long as they continue, shall exist.

2.6 Easements for Construction and Development Activities. Declarant reserves easements and rights of ingress and egress over, under, along, across and through the Property and the right to make such noise, dust and other disturbance as may be reasonably incident to or necessary for the (a) construction of Dwellings on Lots, (b) to maintain sales or leasing offices, management offices and models throughout the Project and to maintain one or more advertising signs on the Common Area with respect to the sales of Lots, or other property in the Project, (c) improvement of the Common Area and Limited Common Area, and construction, installation and maintenance thereon of roadways, walkways, buildings, structures, landscaping, and other facilities designed for the use

and enjoyment of some or all of the Owners, and (d) construction, installation and maintenance on lands within, adjacent to, or serving the Property of roadways, walkways, and other facilities, planned for dedication to appropriate governmental authorities.

2.7 Easement in Favor of Association. The Lots, Common Area and Limited Common Area are hereby made subject to the following easements in favor of the Association and its directors, officers, agents, employees and independent contractors:

(a) For inspection during reasonable hours of the Lots, Common Area and Limited Common Area in order to verify the performance by Owners or other persons of all items of maintenance and repair for which they are responsible;

(b) For inspection, maintenance, repair and replacement of portions of the Common Area and Limited Common Area;

(c) For correction of emergency conditions on one or more Lots or on portions of the Common Area and Limited Common Area;

(d) For the purpose of enabling the Association, the Architectural Control Committee or any other committees appointed by the Association to exercise and discharge during reasonable hours their respective rights, powers and duties;

(e) For inspection during reasonable hours of the Lots, Common Area and Limited Common Area in order to verify that the Owners and occupants, and their guests, tenants and invitees, are complying with the provisions of the Governing Documents.

ARTICLE III
COMMON AREAS, LIMITED COMMON AREAS,
LAKES & DOCK(S)

3.1 The Common Areas shall be and are hereby conveyed to the Association, a Utah non-profit corporation, subject to this Declaration and subject to all easements as set forth in this Declaration.

3.2 The Common Areas consist of areas designated as Common Areas on the recorded Plat(s), including any structures related to the operation or maintenance of the Common Areas, together with any rights of way and utilities, as shown on the recorded Plat(s) or described in this Declaration, being intended ultimately to be owned by the Association for the common use and enjoyment of all Members, together with all improvements thereon and all of the easements appurtenant thereto, including but not limited to park(s), entry monument(s), open space, two ski lakes, community dock(s), Beach Area, boat ramp(s) and other necessary infrastructure or utilities to maintain the common areas including the Lake(s).

3.3 Notwithstanding anything contained in this Declaration to the contrary, all Common Areas appurtenant to each recorded Plat of the Project shall be conveyed to the Association upon recordation of a Plat depicting such Common Areas, reserving all easements as set forth in this Declaration. The Association shall maintain the Common Areas. Use of the Common Areas shall be limited to the exclusive use of the Members within the Association and may not be utilized by any Member in another Sub-area of the Master Planned Community.

3.4 If approved by the City, Declarant and 51% of Owners, the Association may seek to make the public roads in the Project private roads and install gates where appropriate to make the Project a gated community.

3.5 Except as otherwise provided in this Declaration, the Association, or its duly designated agent, shall maintain all Common Areas, including, without limitation, the improvements and landscaping located thereon in good order and repair and shall otherwise manage and operate all Common Areas as it deems necessary and appropriate. The Association shall have the authority to assess its members for the costs of said maintenance in accordance with the terms of this Declaration.

3.6 Use of Lake and Lake Amenities. If a Lot is owned by an entity, trust, or more than one individual, the Owner(s), trust or entity must designate a single individual for each Lot to be the Authorized User for that Lot. If the Lot is only owned by an individual that individual shall be deemed an Authorized User. Members and Member's guests may operate boats and participate in water sports activities on the Lake(s) subject to Rules, including Rules regarding Rotation. However, any guests shall be in the presence and under the control and supervision of the Member or Authorized User, who shall be also responsible for the safe, proper and reasonable operations of the boat and water sports activities there from, and for the conduct of all persons in the boat and anywhere on the Property. In addition, the Association may (but shall not be obligated to) adopt Rules related to requiring proof of evidence of driving and/or other operating ability, or other requirements, as the Association deems appropriate for qualification of a Member or Authorized User to utilize the Lake. In addition, the Association may adopt Rules to become qualified as an "Authorized User" before being allowed to utilize the Lake(s). Good judgment and compliance with other applicable laws for the safe operation of boats and safety equipment (i.e. life vests, helmets, etc.) is required by anyone in and around the Lake. The Association reserves the right to fine, suspend and establish other Rules to govern use of the Lake(s). Special Memberships and their guests have the same privileges and responsibilities as Members with respect to use of the Lake(s).

3.7 Boat size/type and Sharing. In order to minimize shoreline erosion and maintenance and for the safety of those using the Lake(s), the size and type of boats utilized on the Lakes is restricted. Generally, boats shall be inboard only (i.e. direct drive or v-drive design) with a maximum beam not to exceed 98", length not to exceed 21'6" (as measured from bow to stern), and with maximum built in or artificial ballast not to exceed 500 pounds. Notwithstanding, the Board,

in its sole discretion, reserves the right to approve specific boats that may slightly vary from the above requirements in their size, type and build.

Sharing of boats by Members is allowed and fully supported. Non-Members shall not be allowed to have Membership in a shared boat. The organization of such groups of Members will be the sole responsibility of the interested Members. The Association will not own or maintain any boat(s). The Association will not have any responsibility to solicit or organize Members into such groups. Shared boats owned or used by Members must meet all requirements contained in this Declaration.

3.8 Rotations. It is contemplated that only one boat at a time may utilize each ski lake on a rotation basis. An Authorized User, their spouse, or dependent child age 21 or older and eligible to be claimed as a dependent on the Authorized User's federal tax return must be physically present at the Lake for the Members or their guests to use a Rotation. The failure to be present shall be considered a violation of the Declaration and may subject the Member and guests to fines, suspension or other available remedies. The Board of Directors shall have authority to adopt further Rules governing Rotations and use of the Lake(s) by Members.

3.9 Beach Area. The entire beach area including the area of beach in front of each Private Dock(s) up to the property line of the Lot is Common Area and may be utilized by Members as a means to access the Lake(s) or for use in walking the perimeter of the Lake(s). The intent of this section is to insure that Members in the Project (non-public) can access the beach and walk it.

3.10 The Limited Common Areas shall be and are hereby conveyed to the Association, a Utah non-profit corporation, subject to this Declaration and subject to all easements as set forth in this Declaration.

3.11 The Limited Common Areas consists of the areas designated as Limited Common Areas on the recorded Plat(s), or described in this Declaration, for the exclusive use of one Lot but fewer than all of the Lots. The appurtenant Lots are depicted on the Plat(s) and/or are described in this Declaration.

3.12 Notwithstanding anything contained in this Declaration to the contrary, all Limited Common Areas depicted in each recorded Plat(s) of the Project shall be conveyed to the Association upon recordation of the Plat(s) depicting such Limited Common Areas, reserving all easements as set forth in this Declaration. The Limited Common Areas shall be maintained by the Member(s) appurtenant thereto.

3.13 Private Dock(s). Each Lot shall have exclusive rights to construct a single Private Dock(s) within the Limited Common Area. Each Private Dock(s) is assigned exclusively to the Owner of the appurtenant Lot and shall be Limited Common Area. All costs associated with construction of the Private Dock(s) will be born exclusively by the respective Lot Owner. Private

Dock(s) must be constructed upon the footings and according to plans provided by the Association. A building permit (if required by the City) shall be obtained prior to construction of the Dock(s) and is the responsibility of the Member. A design fee of \$100 shall be paid to Mike Molineux for each Dock(s) constructed, or his successor. This fee shall be paid prior to commencement of construction of the Dock(s). The Dock(s) may not be partitioned from the Lot to which they have been assigned. The exclusive use of each Private Dock(s) is reserved to the Lot to which it is assigned. The Private Dock(s) area and geometric plane of the Limited Common Area may not be expanded, enclosed or modified in any way.

3.14 Risks Associated with Lake and all Common Areas. Each Owner, Member, Authorized User, lessee, guest, invitee, and other person using and/or entering the Property for any reason, including any trespassers, acknowledges the inherent and unavoidable potential dangers and hazards (including bodily injury, death or property damage, whether caused by accident, negligence or lack of due care,) of (1) entering land with a Lake, Lake amenities and other improvements, (2) purchasing, owning, leasing, or using land adjacent to a Lake, Lake amenity, an unfenced body of water, (3) the sport of water skiing and wake boarding or other water recreational activities, which will frequently occur on the Property and (4) the operation of motorized water craft, or any other water craft in such Lake(s) assume the various risks involved in living and/or coming upon the Project and/or using the Lake. Each Member shall be solely responsible to obtain waiver/release forms for all Persons utilizing the Common Area. Further, it shall be the Member's sole responsibility to obtain the necessary waiver/release forms from the Association and have the necessary waiver/releases forms filed with the Association. Members shall be solely responsible to ensure the safety of all persons as a result of their actions or omissions and those of all persons deriving use privileges, including but not limited to the safety of such persons and all other persons present at the Project with the actual or implied permission or consent of any such person, the safety of small children or non-swimmers in the vicinity of any Lake, the prevention of unauthorized or other dangerous use of any Lake by persons deriving use privileges from them, and the proper and safe operation of all watercraft. Notwithstanding, whether or not written waiver/release are obtained or updated shall not be a basis of extending any liability upon the Association or Declarant. The Association will not employ or otherwise have available lifeguards, monitors, supervisors or other persons to monitor or supervise use of the Lake(s), the activities of persons on or at the Lake of the safety of any person, and no act or omission of the Association or Declarant shall create any responsibility or obligation of the Association, the Board, the Officers of the Association or the members to monitor or supervise the Lake(s) or Common Area use. By acceptance of a deed to a Lot or Membership, Members acknowledge that the water levels and water quality of the Lake may vary. There is no guarantee by Declarant or Association that water levels and water quality will be constant or aesthetically pleasing at any particular time.

3.15 Risk of Flooding. Each Owner purchasing a Lot acknowledges the possibility of water from the Lake rising onto the Beach Area or areas of the Lots and beyond because of unusually heavy rain, mechanical problems with the system providing water to the Lake or other causes, and neither Declarant, the Association, the Board, the Committee or any officer or director

of the Association shall be responsible therefore or for any damage resulting therefrom, and each Owner assumes the risk thereof. Each Owner, in designing and building their Dwelling Unit and other improvements on their Lot, shall appropriately evaluate and otherwise protect the Dwelling Unit and such improvements, as the Owner deems appropriate.

3.16 Classes/Instruction. Classes held for water sport instruction are prohibited unless approved by the Board.

3.17 Use of Private Parks. It is contemplated that the Project will have two private parks. There shall not be any overnight camping, overnight parking, or any other overnight activities at the two private parks owned and maintained by the Association. Animals of any kind in the parks shall be leashed or otherwise contained by their Owner and any animal feces shall be removed by Owner of said animal.

3.18 Provisions Restricting Delegation of Use. The use of the Common Area Improvements is limited to the Members and their guests, subject to the Rules adopted by the Board of Directors, which are subject to change.

3.19 Maintenance Obligations of Association. The Association shall be responsible for maintaining the Common Area Improvements in good condition and repair. The Association is not responsible for maintaining individual Lots or Private Dock(s). The Walking Trail, which is not part of the Common Area, shall be maintained by the City of Syracuse.

3.20 The Members, shall make no alteration of or addition to the Common Area, including the Beach Area or the sand, grade or other features thereof, shall not deposit trash or other debris thereon, and shall keep all personal property (including lawn chairs, towels, clothing and beverage containers) out of the Common Area except when the same are in actual use.

3.21 If any of the maintenance or repair work referred to above is necessitated by the willful or negligent acts of the Member or his guests, the costs of such special restoration or repairs shall be chargeable to the Member and as provided herein.

ARTICLE IV MEMBERSHIP

4.1 Membership in the Association shall at all times consist exclusively of the Members. Each Owner shall be a member of the Association so long as such Owner has an Membership interest in a Lot and such membership shall automatically terminate when the Owner cease to have an Membership interest in the Lot. Upon the transfer of a Membership interest in a Lot the new Owner succeeding to such Membership interest shall likewise succeed to such membership in the Association. If titled Membership to a Lot is held by more than one Person, the membership appurtenant to that Lot shall be shared by all such Person in the same proportional interest and by the

same type of tenancy in which title to the Lot is held.

ARTICLE V
VOTING

5.1 The Association shall have two (2) classes of voting membership, Class "A" and Class "B", as follows:

(A) Class "A". Class "A" Owners shall be all Members with the exception of Class "B" membership, if any. Class "A" membership shall be entitled to one (1) equal vote for each Lot in which they are an Owner. Since an Owner may be more than one Person, if only one of such Person(s) is present at the meeting of the Association that Person shall be entitled to cast all votes appertaining to that Lot. But if more than one of such Person(s) is present, the votes appertaining to that Lot shall be cast only in accordance with the agreement of a majority of them, and such consent shall be conclusively presumed if any one of them purports to cast the votes appertaining to that Lot without protest being made forthwith by any of the others to the person presiding over the meeting. The votes appurtenant to any one Lot may not be divided between Owners of such Lot or with respect to matters before the Association, and all such votes appurtenant to any one Lot shall be voted in one block. If the vote of a majority of the Owners of a Lot cannot be determined, no vote shall be cast in relation to such Lot.

(B) Class "B". The Class "B" Member shall be Declarant. In all matters requiring a vote, the Class "B" membership shall receive one hundred (100) votes for each recorded Lot owned by Declarant and one hundred (100) votes for each acre of property owned by Declarant within the Property but not yet a recorded Plat. The Class "B" membership shall also be entitled to appoint the members of the Board and Association during the Class "B" Control Period.

ARTICLE VI
CONTROL PERIOD

6.1 The Class "B" Control Period runs until ninety (90) days after the first to occur of the following:

(A) When the Declarant has sold 80% of the Lots to Owners other than the Declarant; or

(B) When, at its discretion, the Class B Member so determines.

Notwithstanding any termination of the Class B Control Period, this Declaration may only be amended with approval of the Declarant, so long as Declarant owns any lot or land with the Project.

ARTICLE VII

HOMEOWNER ASSOCIATION

7.1 Organization. The Association has been created to effectively enforce the Governing Documents and shall operate as a non-profit corporation. The Association shall be comprised of the Owners of Lots within the Project, and is established to perform the following functions and exercise the following rights and powers for the benefit of the Members and the enforcement of the Governing Documents. Membership in the Association is deemed an appurtenance to the Lot, and is transferable only in conjunction with the transfer of the title to the Lot. The Association shall serve as the organizational body for all Members.

7.2 Enforcement Powers. The Association shall have all powers granted to it by the Governing Documents and the Act to enforce these covenants and restrictions by actions in law or equity brought in the name of the Association, and the power to retain professional services needed to the enforcement of the Governing Documents and to incur expenses for that purpose, including but not limited to: (1) record and/or foreclose liens against an Owner's Lot; (2) initiate legal or similar proceedings; (3) impose fines; (4) collect any rents directly from tenant for past due assessments; (5) terminate an Members' right to receive utility service paid as a common expense; (6) terminate an Member's right to utilize Common Area and/or amenities; and (7) any other action or remedy allowed by the Governing Documents or Utah law.

(a) The Association shall have the exclusive right to initiate enforcement actions in the name of the Association. However, this shall not limit the individual right of Owner(s) to personally enforce these covenants in their own name. The Association may appear and represent the interest of the Project at all public meetings concerning zoning, variances, or other matters of general application and interest to the Members. Owners may appear individually.

(b) The Association shall have the authority to initiate and compromise claims and litigation on behalf of the Association resulting from the enforcement of the Governing Documents. In the event that the Association initiates legal action against a specific Member or Members to enforce these Governing Documents, and the Association prevails in a court of law, then the Association shall have the right to assess the costs of such litigation, including reasonable attorney fees, against the Member(s) or Lot(s) in question.

(c) The Board shall be afforded discretion to utilize its reasonable judgment to determine whether and how to: impose fines, record liens, pursue legal action; otherwise enforce the Governing Documents; or when and how to settle or compromise claims.

7.3 Assessments. Assessments will be made to meet the anticipated and recurring costs, expenses and Common Expenses of the Association. The Association has the power to levy assessments against each Lot as necessary to carry out its functions. Assessments shall be levied against all Lots in the Property, whether vacant or improved. Each Owner shall by acquiring or in

any way becoming vested with his/her interest in a Lot, be deemed to covenant and agree to pay to the Association the assessments described in these covenants, together with late payment fees, interest and costs of collection (including reasonable attorney fees), if and when applicable.

(a) All such amounts shall be, constitute and remain: (a) a charge and continuing lien upon the Lot with respect to which such assessment is made until fully paid; and (b) the personal, joint and several obligations of the Owner or Members of such Lot at the time the assessment falls due. No Owner may exempt himself or his Lot from liability for payment of assessments by waiver of his rights in the Common Areas or by abandonment of his Lot. In a voluntary conveyance of a Lot, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments, late payment fees, interest and costs of collection (including reasonable attorney fees) which shall be a charge on the Lot at the time of the conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor.

(b) The Association may levy special assessments for the purpose of defraying, in whole or in part any expense or expenses not reasonably capable of being fully paid with funds generated by other assessments. No special assessment will be levied without approval of a majority of a quorum of the Owners at a Special or Regular Meeting, or upon the written consent of a majority of Owners.

(c) In addition, the Association may levy special assessment (a) on every Lot, the Owner or occupant of which, shall cause any damage to the Common Areas necessitating repairs, and (b) on every Lot as to which the Association shall incur any expense for maintenance or repair work performed, or enforcement action taken under the provisions of the Governing Documents. The aggregate amount of any such special assessments shall be determined by the cost of such repairs, maintenance or enforcement action, including all overhead and administrative costs, and shall be allocated among the affected Lot(s) according to the cause of damage or maintenance or repair work or enforcement action, as the case may be, and such assessment may be made in advance of the performance of work.

(d) The Association may levy a reserve fund assessment, as set forth in this article.

(e) The Association may levy other assessments or fees, as authorized by the Governing Documents.

7.4 Budget. Following the Class B Control Period, the Board is required to adopt a budget for each fiscal year, no later than 30 days prior to the beginning of the fiscal year. The adopted budget shall be presented to the Owners at or before each annual meeting.

(a) The Board shall provide a copy of the approved budget to all Owners within 30 days after the adoption of a budget or adoption of a revised budget.

(b) The Board may revise the approved budget from time to time as necessary to accurately reflect actual and/or anticipated expenses that are materially greater than previously budget.

(c) The budget shall estimate and include the total amount for the Common Expenses, shall contain an appropriate amount for reserves, and may include an amount for other contingencies. The budget shall also be broken down into reasonably detailed expense and income categories.

(d) Unless otherwise established by the Board, regular Assessments shall be paid in equal monthly installments.

(e) The Association shall not borrow money without the approval of at least sixty-seven percent (67%) of the Owners.

7.5 Reserve Fund Analysis. Following the Class B Control Period, the Board shall cause a reserve analysis to be conducted no less frequently than every six (6) years to analyze the cost of repairing, replacing or restoring Common Area and Limited Common Areas that have a useful life of three years or more and a remaining useful life of less than 30 years. This reserve analysis should be reviewed no less frequently than every three (3) years and updated if necessary. The Board may conduct a reserve analysis itself or may engage a reliable person or organization, as determined by the Board, to conduct the reserve analysis.

(a) The Board may not use money in a reserve fund:

(i) For daily maintenance expenses, unless a majority of the Owners vote to approve the use of reserve fund money for that purpose;

(ii) For any purpose other than the purpose for which the reserve fund was established, unless a majority of the Owners vote to approve the alternate purpose; or

(iii) In the event that the Association experiences a surplus in any fiscal year, the Board may elect to place said surplus in the reserve fund account.

7.6 Reserve Fund Account Creation. Following the Class B Control Period, the Board shall create a reserve fund account that is separate and distinct from the Association's general

account, which account shall be funded from the reserve fund assessments. The amount of the reserve fund assessment shall be a separate line item in the approved budget. The Board shall cause an assessment to be made against all Owners in an amount sufficient, within the Board's discretion, to fund the reserve account.

7.7 Date of Commencement of Assessments. The assessments provided for herein shall commence as to each Lot on the first day of the first month following the effective date of the first budget. Assessments shall be due and payable in a manner and on a schedule, as the Board may provide.

7.8 Assessment for Unimproved Lots. All assessments authorized herein shall be fixed at a uniform rate for all Lots; provided, however, that Lots owned by Declarant shall be ten percent (10%) of the periodic assessment which would otherwise apply to such Lot. No amendment of this Declaration changing the allocation ratio of such assessments shall be valid without the consent of the Declarant.

7.9 Fines. The Association shall have the power to assess a fine against a Member (or their Lot) for a violation of the terms and conditions of the Governing Documents in accordance with the requirements of the Act.

7.10 Hearing Process. The Board shall have authority to create a reasonable hearing process applicable when the Association takes an adverse action related to any particular Member(s). The Board shall not be under any obligation to offer a hearing process, except as required by law or by the Governing Documents, and in any such process, shall have authority to designate the procedure related to any such hearing and to make any and all final determinations of issues subject to the hearing process. The Board may establish the hearing process on an as-needed basis for particular matters, as they arise or the Board may set forth a generally applicable process in the Rules. Any such hearing process shall provide, at a minimum, at least seven (7) days' notice of the hearing to the Member(s).

7.11 Association Rules. The Board from time to time and subject to the provisions of the Governing Documents, may adopt, amend, repeal and enforce Rules governing: (a) the use of the Common Areas and Limited Common Areas; (b) the use of any facilities owned by the Association; (c) the collection and disposal of refuse; (d) the maintenance of animals in the Project; (e) collection policies and procedures; and (f) other matters concerning the use and enjoyment of the Property and the conduct of residents, as deemed necessary by the Board. The Rules may supplement, clarify and add detail to issues addressed in Governing Documents. However, the Rules may not contradict the Governing Documents.

(a) During the Class B Control Period, to the extent possible, the Declarant shall be exempt from any notice requirement prior to the adoption or modification of a Rule.

7.12 Statement of Account. Any Owner may request that the Association provide a statement of his account to any lender or prospective buyer in relation to the transfer, refinance or sale of a Lot. The Association may charge a fee, not to exceed \$25.00, for providing such statements.

7.13 Availability of Documents. The Board may also adopt a record retention or other document management policy.

7.14 Indemnity of Association Board and Officers. The Association will indemnify the officers, agents and Board of the Association against any and all claims arising against them personally which are a result of the good faith exercise of the powers, duties and responsibilities of their office under the Governing Documents.

7.15 Election, Notice of Election, Notice of Meeting and Special Meetings. Election procedures and notice of any meeting shall be conducted as set forth in the Articles of Incorporation and Bylaws of the Association.

7.16 Number of Board, Term of Office. The appointment, election and term of the Members of the Board are set forth in the Bylaws and Articles. Members of the Board of Directors may serve consecutive terms, and may also serve as officers of the Association.

7.17 Independent Accountant. The Association may retain the services of an independent accountant to assist the Board of Directors and officers to maintain accurate financial records of the Association.

ARTICLE VIII

NONPAYMENT OF ASSESSMENTS & THE APPOINTMENT OF TRUSTEE

8.1 Delinquent Assessment. Any assessment not timely paid shall be delinquent, and the Association may invoke any and all remedies to recover said delinquent assessments including by suit, judgment, lien, foreclosure, or other remedy authorized by the Governing Documents or the Act.

8.2 Due Date, Charges & Interest. Unless otherwise established by the Board, monthly assessments shall be due and payable on the first of each month and late if not received by the 10 of each month. The Board may charge a late fee in an amount set by the Board, but not to exceed \$50, for each unpaid or late assessment. In addition to late fees, interest shall accrue on all unpaid

balances, including prior, unpaid interest and attorney fees (resulting in compounding interest), late fees, and assessments at 18% per annum or 1.5% per month. The Board may also impose other reasonable charges imposed by a Manager related to collections.

8.3 Lien. Upon recording of a notice of lien on any Lot, there shall exist a perfected lien for unpaid assessments prior to all other liens, except: (1) all taxes, bonds, assessments, and other levies which by law would be superior thereto; and (2) the lien or charge of any first or second mortgage of record made in good faith and for value recorded prior to a recorded notice of lien by the Association.

8.4 Foreclosure. The Association shall have the power to bid for the Lot at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. During the period in which a Lot is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no assessment shall be charged or levied on it; and (c) each other Lot shall be charged, in addition to its usual assessment, its equal pro rata share of the assessment that would have been charged had such Lot not been acquired by the Association as a result of foreclosure. Suit to recover a money judgment for unpaid assessments and attorney fees shall be maintainable without foreclosing or waiving the lien securing the same.

8.5 Other Remedies. All rights and remedies of the Association shall be cumulative and the exercise of one right or remedy shall not preclude the exercise of any other right or remedy. The "One Action Rule" shall not be a defense to the enforcement of all rights and remedies of the Association. The Association may elect to bring an action to recover for a delinquent Assessment against the Member or other obligee personally. Any attorney fees or costs incurred in these efforts shall also be assessed against the Member(s), their Lot(s), and/or other obligees jointly and severally.

8.6 Payment by Tenant. The Association shall be entitled to demand and collect from a tenant of any Lot, the amount of any assessment that is more than sixty (60) days past due.

8.7 Attorney Fees. In addition to the recovery of costs and attorney fees as provided herein, the Association shall be entitled to recover all reasonable attorney fees and costs incurred as a result of an Member breach of the Governing Documents, including meetings, research, memoranda, monitoring and other legal work incurred in response to an Member breach or violation of the Governing Documents.

8.8 Appointment of Trustee. The Declarant hereby conveys and warrants pursuant to Utah Code §§ 57-1-20 and 57-8a-402 to Burt R. Willie, Esq., a licensed member of the Utah State Bar, with power of sale, the Lot and all Improvements to the lot for the purpose of securing payment of assessments under the terms of this Declaration.

ARTICLE IX
SUBORDINATION OF LIEN TO INSTITUTIONAL
FIRST AND SECOND MORTGAGES

9.1 The lien of assessments, including interest, late charges (subject to the limitations of Utah law), and costs (including attorney fees) provided for herein, shall be subordinate to the lien of any institutional first or second mortgage of record made in good faith and for value, recorded prior to a recorded notice of lien by the Association. The sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure of a prior, recorded institutional first or second mortgage shall extinguish the lien of such assessments as to payments that became due prior to such sale or transfer; provided, that to the extent there are any proceeds of the sale on foreclosure of such mortgage or by exercise of such power of sale in excess of all amounts necessary to satisfy all indebtedness secured by and owed to the holder of such mortgage, the lien shall apply to such excess. No sale or transfer shall relieve such Lot from lien rights for any assessments thereafter becoming due. Where the mortgagee holding an institutional first or second mortgage of record or other purchaser of a Lot obtains title pursuant to remedies under the mortgage, its successors and assigns shall not be liable for the share of the assessments by the Association chargeable to such Lot that became due prior to the acquisition of title to such Lot by such acquirer. No foreclosure, sale or transfer shall relieve any Owner who was the Owner prior to such foreclosure, sale or transfer from personal liability for any assessments due and owing prior to such foreclosure, sale or transfer.

ARTICLE X
USE LIMITATIONS & RESTRICTIONS

10.1 **Single Family**. All Lots shall be used only for single-family residential purposes, second homes or vacation homes, and no more than one Dwelling shall be constructed on any Lot. "Single Family" shall mean one household of persons related to each other by blood, adoption or marriage, or unrelated individuals of not more than two persons to a bedroom in the Dwelling.

10.2 **Zoning Regulations**. The lawfully enacted zoning regulations of the City and/or County, and any building, fire, and health codes are in full force and effect in the Project. No Lot may be occupied in a manner that is in violation of any statute, law or ordinance.

10.3 **Licensed Contractor**. Unless the Architectural Control Committee gives a written waiver of approval to an Owner, no Improvement may be constructed, remodeled or altered on any Lot except by a licensed contractor, duly qualified and licensed by the appropriate governmental authorities.

10.4 **No Business or Commercial Uses**. No portion of the Subdivision may be used for any commercial business use, provided, however, that nothing in this provision is intended to prevent (a) the Declarant, or other builders, from using one or more Lots for purposes of a construction office or

sales office during the actual period of construction of the Subdivision Improvements or until 100% of the Lots are sold in the Subdivision, whichever occurs later, or (b) the use by any Owner of his Lot for a home occupation pursuant to City or County ordinance. Businesses, professions or trades may not require heavy equipment or create a nuisance within the Project, and may not noticeably increase the traffic flow to the project.

10.5 Restriction on Signs. The Subdivision may be identified by permanent signs to be installed by Declarant, at Declarant's discretion. No signs will be permitted on any Lot or within the Subdivision, except for traffic control signs placed by the City, temporary signs warning of some immediate danger, or signs not in excess of eight square feet identifying the contractor and/or architect of any Dwelling while it is under construction. Signs indicating the Lot is for sale may be placed in accordance with City sign regulations, and no such sign may exceed eight square feet. The Declarant may erect a sign at the entrances to the Subdivision announcing the availability of Lots and giving sales information. No permanent signs stating the address or the name of the Owner of any Lot may be installed without the advance consent of the Architectural Control Committee.

10.6 Completion Required Before Occupancy. No Dwelling may be occupied prior to its completion and the issuance of a certificate of occupancy by the City and/or County.

10.7 Dwelling to be Constructed First. No garage, out building or other Improvement may be constructed prior to the construction of Dwelling on the Lot. An Owner may not reside on the Lot prior to the completion of the Dwelling

10.8 Underground Utilities. All gas, electrical, telephone, television, and any other utility lines in the Project are to be underground, including lines within any Lot which service installations entirely within that Lot. No above-ground propane tanks may be installed on any Lot.

10.9 Sewer Connection Required. All Lots are served by sanitary sewer service, and no cesspools, septic tanks, or other types of waste disposal systems are permitted on any Lot. All Dwelling units must be connected to the sanitary sewer system.

10.10 Drainage. No Owner shall alter the direction of natural drainage from his Lot, nor shall any Owner permit accelerated storm run-off to leave his Lot without first using reasonable means to dissipate the flow energy. The lakes act as storm drain detention ponds for the Property. Drainage channels from the street to the lakes will be located between certain lots. No structure, plant, improvement or other material may be placed or permitted to remain, or other activities undertaken which may damage or interfere with established drainage. It shall be the responsibility of the Owner to see that his Lot strictly conforms to the grading and drainage plan established by the Declarant, Davis County and the City. Each Lot Owner shall be responsible for making sure that run-off water from his lot does not migrate onto an adjacent property, including property owned and maintained by the Association. The Association shall have the same responsibility as each Lot Owner. Each Lot Owner shall control the subsurface water on

their own property and will be responsible for damages resulting from failure to maintain control of this surface run-off water.

10.11 No Transient Lodging Uses. The Lots are to be used for residential housing purposes only, and shall not be rented in whole or in part for transient lodging purposes, boarding house, a bed and breakfast, or other uses for providing accommodations to travelers. No leases of any Dwelling on a Lot shall be for a period of less than six months. No Dwelling on a Lot shall be subjected to time interval Ownership.

10.12 No Re-Subdivision. No Lot may be re-subdivided.

10.13 Combination of Lots. No Lot may be combined with another Lot without the consent of the Architectural Control Committee and subject to approval by the City. All costs and expenses required in such amendments shall be borne by the Lot Owner desiring such combination. All such amendments to the Plat must be approved by attorneys employed by the Board of Directors to ensure the continuing legality of the Declaration and the Plat. The cost of such review by the attorneys shall be borne by the Owner wishing to combine the Lots. Owners shall be assessed in accordance with the original recorded Plat.

10.14 Construction. No Dwelling or structure shall be permitted to remain incomplete for a period in excess of one (1) year from the date of commencement of construction unless any delays are approved in writing by the ACC.

10.15 Maintenance of Property. All Lots, and the Improvements on them, shall be maintained in a clean, sanitary, attractive and marketable condition at all times. No Owner shall permit his Lot or the Improvements on it to fall into a state of disrepair.

10.16 No Noxious or Offensive Activity. No noxious or offensive activity shall be carried out on any Lot or the Project, including the creation of loud or offensive noises or odors that detract from the reasonable enjoyment of nearby Lots. No Owner or occupant shall engage in activity within the Project in violation of any law, ordinance, statute, rule or regulation of any local, county, state or federal body. Unreasonable amounts of noise or traffic in, on or about any Lot, Limited Common or Common Areas, especially after 10:00 p.m. and before 7:00 a.m. during the week and midnight and 8:00 a.m. during weekends are prohibited. Noise generated from boats is not considered unreasonable in a development of this nature. It is expected that boat noise may be present both before 7:00 AM and after 10:00 PM.

10.17 No Hazardous Activity. No activity may be conducted within the Project that is, or would be considered by a reasonable person to be unreasonably dangerous or hazardous, which would cause the cancellation of conventional homeowners' insurance policy. This includes, without

limitation, the storage of caustic, toxic, flammable, explosive or hazardous materials in excess of those reasonable and customary for household uses, the discharge of firearms or fireworks, and setting open fires (other than property supervised and contained).

10.18 No Unsightliness. No unsightliness is permitted within the Project. This shall include, without limitation, the open storage of any building materials (except during construction of an Improvement); open storage or parking of construction equipment; open storage or parking of vehicles, trailers or other pieces of equipment that are unusable, in poor condition or unsightly; accumulations of lawn or tree clippings or trimmings; accumulations of construction debris or waste; and the storage or accumulation of any other material that is unsightly.

10.19 No Annoying Lights. No outdoor lighting shall be permitted except for lighting that is designed to aim downward and reasonably limit the field of light to the confines of the Lot on which it is installed. This shall not apply to street lighting maintained by the City and/or County. Holiday or seasonal decorative lights, that otherwise comply with the terms of the Governing Documents, are permitted.

10.20 Livestock, Poultry and Pets. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets (maximum of two) may be kept provided that they are not kept, bred or maintained for any commercial purpose and are restricted to the Owner's control. "Control" for the above purposes shall only mean on a leash or lead, within a vehicle, within the Dwelling of the Owner, or within confines on the premises of the Owner. Pet Owners shall promptly remove and dispose of all excrement emitted by their pets. Fierce, dangerous or vicious animals or animals that cause a nuisance by barking or other offensive activity shall not be permitted. The Board may adopt further Rules, procedures and modifications with respect to this Section.

10.21 Vehicles & Parking. No vehicles are to be parked or stored on the front or side streets, lanes or driveways of the Lots unless they are in running condition, properly licensed, regularly used and in compliance with City and/or County ordinances. No recreational vehicles, campers, motorcycles, atvs, trailers, boats, or similar vehicles may be parked or stored in the driveways, streets, lanes or elsewhere within the Project. Recreational vehicles, campers, motorcycles, atvs, trailers, boats, and similar vehicles must be parked or stored in a garage or other enclosure approved by the ACC. Prior, written permission must be obtained from the ACC before constructing any enclosure. The Association reserves the right to adopt Rules relating to the parking of vehicles within the Project including, without limitation: (1) the right to immediately remove or cause to be removed any vehicles that are improperly parked, (2) restrictions on the time period and duration that any guest or visitor parking may be utilized; (3) restrictions or bans on vehicles without Department of Transportation compliant mufflers and exhaust systems, and (4) the assessment of fines to Owners and occupants who violate such Rules.

10.22 Geotechnical Study. No Lot shall be built upon until a geotechnical engineer has been consulted as well as the complying with City or County engineering requirements regarding footing level with respect to Lake elevation, which plans and geotechnical report has also been approved by Pinnacle Engineering of Layton Utah or subsequently identified engineering firm.

10.23 Garages. Each Owner shall keep his garage area in a neat and orderly condition with any storage areas completely enclosed. Garage doors shall be kept closed when not in use.

10.24 Burning. There shall be no exterior fires whatsoever except those located only upon Lots and contained within receptacles designed for such purpose. No Owner or resident shall permit any condition to exist on his Lot, including, without limitation, trash piles, or weeds, which create a fire hazard or is in violation of local fire regulations.

10.25 Trash: Storage of Materials. Prior to building a home, all garbage and trash shall be removed from the Project daily as needed, and shall not be allowed to accumulate thereon. Following home construction, garbage and trash shall be placed for pick up as required by the City or other authorized disposal service and any Association Rules. All woodpiles or storage piles shall be kept screened and concealed from view of other Lots, streets and Common Areas.

10.26 Clotheslines. No exterior clotheslines or other outside clothes drying or airing facility shall be erected or maintained on the properties in any location where the same would be visible from any street or neighboring Lot. Further, no clothes washers, clothes dryers, refrigerators or freezers may be kept, stored or operated on any balcony, patio, porch or other exterior area.

10.27 Power Equipment and Car Maintenance. No power equipment, workshops or major car or boat maintenance of any nature shall be permitted on the Project without the prior written approval of the Board. In deciding to grant approval, the Board shall consider the effects of noise, air pollution, dirt or grease, fire hazard, interference with radio or television reception and similar objections.

10.28 Storage Sheds. Storage sheds shall be constructed of material and look similar to that of the main Dwelling. Storage sheds are not allowed within the View Corridor. The ACC must approve all Storage sheds for location and construction.

10.29 Swings and Jungle gyms. All swings and jungle gym equipment, greater than 4 feet in height shall remain outside of the View Corridor and is not permitted beyond the front plane of the home. The foregoing improvements shall also be subject to the approval of the Committee.

10.30 Air Conditioning Units; Pool Equipment. All air conditioning (including heating) units shall be located on the ground and no rooftop units shall be permitted. All air conditioning units, pool or spa pumps or motors, pool equipment and similar items shall be screened in a manner approved in advance by the Committee.

10.31 Radios and Other Speakers. No radio, television or other speakers or amplifiers shall be installed or operated on any Lot so as to be audible on other Lots or the Common Area. Small radios may be permitted in the Private Dock area to the extent and in strict conformance with the Rules and Regulations of the Association. No speakers, wind-bells, wind chimes, or other noise making devices may be used or maintained on any Lot which creates noise that might reasonably be expected to be unreasonably or annoyingly loud to adjoining Lots, except for security or fire alarms.

10.32 Drilling and Mining; Fuel Storage. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any Lot or the Common Area, nor shall oil or water wells, tanks, tunnels, mineral extractions, or shafts be permitted upon or in any Lot or the Common Area except for water wells within the Common Area designed to serve the Project. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot or the Common Area. No gasoline, diesel fuel or other vehicle or boat fuel shall be stored or located on any Lot, excepting only that fuel present at any time in an approved gas caddy system, as approved by the Association, or standard gas cans for personal use, and in the standard fuel tank of any vehicle or boat. Notwithstanding, the Association may construct a fuel storage system within the Common Area that otherwise complies with all state and federal requirements.

10.33 Removing Garbage, Dust and Debris. All rubbish, trash, refuse, waste, dust, debris and garbage shall be deposited in sealed plastic bags or other authorized containers, shall be daily removed from the Lot, not being allowed to accumulate therein so as to create a sanitation, health or safety hazard.

10.34 Firearms, Incendiary Devices and Graffiti. The use of firearms and incendiary devices, or the painting or graffiti, within the Project is prohibited. The term firearms includes but is not limited to all guns, pistols, handguns, rifles, automatic weapons, semiautomatic weapons, BB guns, pellet guns, sling shots, wrist-rockets, blow-dart guns, and other firearms of all types, regardless of size.

10.35 Temporary Structures. Tents, campers, camper-trailers, and any other mobile or temporary shelter or structure is allowed on a Lot for up to seventy-two (72 hours and then must be removed for a minimum of 4 days unless an extended stay permit is obtained from the ACC.

10.36 Damage or Waste. No damage to, or waste of, the Common Areas shall be committed by any Owner or Resident, their Guests or invitees; and each Owner and Resident shall indemnify and hold the Board of Directors and the other Owners in the Project harmless against all

loss resulting from any such damage or waste caused by that Owner or Resident, their Guests or invitees; provided, however, that any invitee of the Declarant shall not under any circumstances be deemed to be an invitee or any other Owner.

10.37 Sounds, Odors and Everyday Noise. This Project is located by and is subject to the normal, everyday sounds, odors, noises, and all other aspects associated with the nearby traffic, roads, boats, atvs, model airplanes, firearms outside of the development, and farming.

10.38 Entry Monument. If an Owner purchases a Lot which includes a common improvement, including by way of illustration but not limitation an Entry, Entry Monument, planter, planter box, planter strip, perimeter fence, wall, street light, exterior lighting or other landscaping treatment of any kind, shall, at his sole expense, maintain such common elements in good condition, and may not improve his property or place any plant, hedge, tree, bush, shrub or object, natural or artificial, behind, to the side or in front of such improvement or feature or so as to impair, obstruct, block or impede the view or purpose of the Entry, Entry Monument or other improvement, planter box, landscaping strip, or any such special landscaping feature.

10.39 View Impairment. Neither the Declarant nor the Association guarantees or represents that any view over and across any property, including any Lot or Building will be preserved without impairment. Neither the Declarant nor the Association shall have the obligation to prune or thin trees or other landscaping except as set forth herein. Any express or implied easements for view purposes or for the passage of light and air are hereby expressly disclaimed.

10.40 Mosquitoes and Other Insects. The Project is located near the wetlands surrounding the Great Salt Lake and is subject to mosquitoes and other insects common to this area. Measures and activities to control these insects by the Davis County Mosquito Abatement District including spraying, which shall be allowed in Common Areas and on any public or private roads shared by the Association and Lot Owners.

ARTICLE XI RENTAL/LEASE RESTRICTIONS

11.1 Declaration and Rules Governing Non-Owner Occupied Dwellings. Notwithstanding anything to the contrary in the Governing Documents, any leasing and non-Owner occupancy of a Dwelling shall be governed by this section, Rules consistent with this section, and procedures adopted as allowed in this section.

11.2 Leasing of Lots. Each Owner agrees, by the acceptance of a deed or other document of conveyance to a Lot, that in order to maintain the value of the purchased property and the subdivision, the leasing and renting of a Lot and/or Dwelling Unit is subject to the following covenants, conditions and restrictions:

- a. Renting rules and regulations adopted by the Board of Directors, as they may be amended from time to time.
- b. "For Rent" or "For Lease" signs are prohibited.
- c. The Association may also require that Owners use lease forms or addenda, such as the Crime Free Addendum or the Project Addendum, approved by the Association (or include specific terms in their leases); and the Association may impose a review or administration fee on the lease or transfer of any Lot.
- d. Other than as stated in this Section, there is no restriction on the right of any Owner to lease or otherwise grant occupancy rights to his Lot. Lessee is a Guest and is accountable to the Owner for the proper use of the Lot, Dock(s), and all Lake Amenities.
- e. Lessee is not an Owner of HOA and has no voting rights.
- f. Minimum lease term is 6 months.

ARTICLE XII OWNERS' MAINTENANCE OBLIGATIONS

12.1 Duty to Maintain. It is the obligation of each Owner to maintain his Lot at all times in order to preserve and enhance the enjoyment of the Project.

12.2 Repairs by Association. In the event that an Owner permits his Lot or Improvements to fall into a state of disrepair that is dangerous, unsafe, unsanitary or unsightly condition or fails to comply with any other covenant or restriction in violation of this Declaration, the Association may give written notice to the Owner describing the condition complained of and demand that the Owner correct the condition within 30 days. If the Owner fails to take corrective action, the Association shall have the right, but not the obligation, to enter upon the offending Owner's Lot and take corrective action to abate the condition. All costs of abatement shall be charged to the Owner, who agrees to promptly pay the reasonable costs of any work performed under this provision. In addition, each Owner hereby grants to the Association a lien on the Lot and any improvements to secure repayment of any sums advanced pursuant to this section, which lien may be foreclosed at any time by the Association in the manner prescribed in Utah for the foreclosure of mortgages. Alternatively, without requiring foreclosure, the Association may seek collection of sums advanced directly from the

Owner of the Lot in question. Unpaid amounts will bear interest from the date advanced at the lawful judgment rate under applicable state law.

12.3 Alterations of Exterior Appearance. The Owners will maintain their Lots and Improvements in substantially the same condition and appearance as that approved by the ACC. No subsequent exterior alterations, improvements or remodeling, whether structural or changes in landscaping, paint color or materials will be made without the advance consent of the ACC.

12.4 Repair Following Damage. In the event of casualty loss or damage to the improvements, the Owner will be entitled to reconstruct the Improvements as they existed prior to the damage or loss without review by the ACC, provided however that alterations or deviations from the original approved plans will require review. Nothing in this Declaration is intended to prevent an Owner who has suffered property damage or loss from taking temporary measures to secure the property and prevent injury or dangerous conditions following loss or damage, before re-construction begins. Such temporary measures may be taken without the consent or approval of the ACC, provided that any such measure must be of a temporary nature, and repair or reconstruction must begin as soon as circumstances will permit. No damaged structure will be permitted to remain on any Lot for more than 90 days without repairs commencing and any damaged structure which does remain unrepaired after 90 days following the occurrence of damage is deemed a nuisance which may be abated by the Association.

12.5 Landscaping. All landscaping in the Project shall be maintained and cared for in a manner consistent with the standards of design and quality originally established by Declarant and in accordance with any City landscaping maintenance plans or ordinances. Specific additional written guidelines, standards, controls, and restrictions on landscaping may be adopted or amended by the Board of Directors from time to time. All landscaping shall be maintained in a safe, sanitary, aesthetic and orderly condition. Any weeds or diseased or dead lawn, trees, ground cover or shrubbery shall be removed and replaced. All lawn areas shall be neatly mowed and trees, shrubs and bushes shall be neatly trimmed. All landscaping shall be tasteful, so as not to affect adversely the value or use of any other Lot, or to detract from the uniform design and appearance of the Project. Prior, written approval must be received from the ACC prior to installing or materially modifying landscaping on a Lot.

12.6 Landscaping and maintenance of sold Lots prior to home and/or Dock construction. Prior to construction of a Dwelling or Dock, and within 9 months of closing, Lot must be improved and maintained to prevent erosion, and be aesthetically pleasing as approved by the ACC.

12.7 Landscaping of Area of Personal Responsibility. Each Owner shall maintain, repair and replace his Lot and Private Dock(s), including without limitation all interior spaces and improvements, individual services such as power, light, gas, hot and cold water, heating, refrigeration, air conditioning, fixtures, windows and window systems, glass, doors and door

systems, garage doors and garage door systems, patios, balconies and decks, plumbing fixtures, systems and lateral pipes or valves servicing only his Lot, including any damage caused thereby and not covered by insurance. Each Lot Owner shall also maintain broom clean and free of debris, repair and replace the physical improvements to his Private Dock(s), including by way of illustration but not limitation all fencing, gates, flooring, cement, decking and rails. All such Private Dock(s) maintenance, repairs and replacements are subject to the approval of the Board of Directors as to construction materials, quality of construction and installation, and uniformity of appearance. No Lot Owner shall allow his Lot or Private Dock(s) to detract from the health, safety or uniform appearance or design of the Project. Landscaping of Lot must be completed within 12 months of certificate of occupancy for Dwelling Unit.

12.8 Party Fence. If it becomes necessary or desirable to repair or rebuild the whole or any part of a party fence or wall, the repairing or rebuilding expense shall be borne equally by the parties who shall at the time of the repair or rebuilding be using it. Any repairing or rebuilding of the fence shall be on the same location, and of the same size, and with the same quality of construction and materials, as the original fence, wall or portion thereof. If there is a disagreement among the parties as to the necessity or extent of repairs to a party fence or wall, the dispute must be submitted to the Board of Directors for resolution, and the decision of the Board of Directors shall in all instances be final and conclusive.

ARTICLE XIII ARCHITECTURAL CONTROL COMMITTEE

13.1 Purpose. It is the intention and purpose of this Declaration to impose architectural standards on the improvements and landscaping to any Lot of a type and nature that result in buildings and yards which are architecturally and aesthetically compatible in terms of lot coverage, proportion, materials, colors and general appearance. To accomplish this goal, the Declarant hereby establishes the Architectural Control Committee, which is empowered to oversee and enforce the Architectural Design Standards set forth in this Declaration

13.2 Architectural Control Committee Created. The Architectural Control Committee will be appointed in accordance with the Bylaws and Articles of the Association.

13.3 Approval by Committee Required. No Improvements of any kind will be made on any Lot without the prior written approval of the Architectural Control Committee including, but not limited to, all exterior materials, architectural designs, plans, foundation location, specifications, structures, Dock(s), fencing, landscaping and other improvements within the Project. Approval of the Committee will be sought in the following manner:

(A) Plans Submitted. Two complete sets of the plans for the construction of any new Dwelling or Improvements must be submitted to the ACC for review. In the case of an addition or modification of an existing Dwelling, the Committee may waive in

writing any of the foregoing it feels are unnecessary to its review of the remodel or addition.

a. Plot plans to scale showing the entire site, Dwelling Unit, Building, garages, walks, drives, fence, carriage lights, retaining walls, with elevations of the existing and finished grade and contours including those at the outside corners of the Buildings and at adjacent property lines and street fronts, and elevations of floors from a designated point on the street.

b. Detailed floor plans.

c. Detailed elevations, indicating all materials and showing existing and finished grades.

d. Detailed sections, cross and longitudinal.

e. Details of cornices, porches, windows, doors, garages, garden walls, steps, patios, fences, carriage lights, etc. Specifications shall give complete description of materials to be used with supplements, addenda or riders noting the colors of all materials to be used on the exterior of the Dwelling Unit.

f. Any and every home design, plan or specification must comply with the Design Guidelines.

(B) Review. Within 15 days from receipt of a complete submission, the ACC will review the plans and make an initial determination whether or not the plans comply with the conditions imposed by the Declaration. If they do not, the plans will be rejected. If they are in compliance, the committee will approve the plans. The Committee may also approve the plans subject to specific modifications or conditions. Owners may desire to submit preliminary plans for review. The committee will review preliminary plans, and make its comments known to the Owner provided; however, that no preliminary approval is to be considered a final approval, and no final approval will be granted on less than a complete submission. Upon approval, the Committee will sign a copy of the plans, one of which shall be left with the Committee. No construction that is not in compliance with the approved plans will be permitted.

(C) Failure to Act. If the committee has not approved or rejected any submission within 45 days after submission of complete plans, the submission is deemed to have been disapproved. If the plans are disapproved as a result of the committee's failure to act, then the applicant may send, by certified mail, return receipt requested, notice to any Owner of the ACC that if the plans are not either approved or disapproved, as submitted, within 15 days from the date the notice is MAILED, then the plans will be deemed to be approved. If within such 15 day period, the committee fails to respond

to the notice by either approving or disapproving the plans, then the plans will be deemed to have been approved; provided, however, that the submission and Improvements do not, in fact, violate any conditions imposed by this Declaration.

13.4 Variances. Variances to the design standards contained in this Declaration may be granted when strict application would create an unforeseen or unreasonable hardship to the Owner of any Lot; provided, however, that any variance granted is consistent with the intent of this Declaration. The ACC cannot grant any variance that has the effect of modifying applicable zoning or building code regulations. The burden of obtaining a variance is entirely on the applicant.

13.5 General Design Review. The ACC will use its best efforts to provide a consistent pattern of development, and consistent application of standards of this Declaration. These standards are, of necessity, general in nature, and it is the ACC's responsibility to apply them in a manner that results in a high quality, attractive and well-designed community.

Aesthetics. Decisions of the ACC may be based on purely aesthetic considerations. Each Owner acknowledges by accepting a deed or other document of conveyance to the property that the opinions of the ACC may be a matter of taste or style, and may be based upon purely aesthetic considerations, and may vary as ACC Owners change over time.

13.6 Architectural Review Fee. An architectural review fee may be charged in an amount determined by the Board that reflects the actual cost incurred by the Board or ACC.

13.7 Declarant, Board and Committee not Liable. The Declarant, the Board, and the ACC and its Owners shall not be liable to the applicant for any damages, or to the Owners of any Lots within the Subdivision for their actions, inactions, or approval or disapproval of any set of plans submitted to the ACC for review. The Owners shall have no claim against the Declarant or ACC as a result of the performance or failure to perform the duties created by this Declaration. Each Owner has an equal duty and right to enforce these covenants against every other Owner, and may seek independent redress if it believes the ACC has acted improperly.

13.8 Limitations on Review. The ACC's review is limited to those matters expressly granted in this Declaration. The ACC shall have no authority over the enforcement of building codes, zoning ordinances, or other statutes, laws or ordinances affecting the development or improvement of real property and shall have no liability to any Owner whose plans were approved in a manner that included any such violation. Corrections or changes in plans to bring them into conformity with applicable codes must be approved by the ACC prior to construction.

13.9 Exemption of Declarant. At any time during the Class B Control Period, Declarant need not submit or receive any approval from the ACC. At any time during the Class B Control Period, the Declarant may make changes to the design and construction of the Improvements located

in or on the Common Areas without additional approval required, including without limitation the consent of the Board of Directors or Owners of the Association.

ARTICLE XIV
GENERAL ARCHITECTURAL DESIGN STANDARDS FOR IMPROVEMENTS

14.1 Construction & Time Frames: In order to connect to City services, a residential Dwelling or Private Dock must be constructed. Once construction is commenced on a Dwelling, it must be completed within twelve (12) months. Once construction is commenced on a Private Dock, it must be completed within nine (9) months. Upon completion of a Dwelling or Private Dock, landscaping of the Lot, as approved by the ACC, must be completed within twelve (12) months of completing the Dwelling or Private Dock. Regardless of whether an Owner decides to immediately construct a Dwelling or Private Dock, all Owners shall designate a single point of access to the Lot that is approximately twenty (20) feet wide, which will be the only point of access for vehicular ingress and egress on the Lot. This access point should be maintained so as to eliminate mud/dirt from being tracked onto the street by traffic accessing the Lot.

14.2 Trees, Shrubs and Bushes; Maintenance of Proper Sight Distance at Intersections. All landscaping located at or near driveways, entrances, exits, walkways, paths and street intersections or corners shall be designed so as to remove any obstructions and to permit safe sight. No fence, wall, hedge, shrub, bush, tree or monument, real or artificial, shall be planted or placed by any Owner or occupant in, on or about the Common Areas without the prior written consent of the Board of Directors. The Board of Directors may alter or remove any objects planted or placed in within the Common Area by a Member, Owner, or occupant without prior notice.

14.3 Allowed trees. Trees on Lots are not allowed within 35 feet of the rear property line. Trees are not allowed within the View Corridor. Trees are not allowed within 50 feet of the Lake on Lots 101, 102 and 108.

14.4 Dwelling Unit and accessory Buildings: No Dwelling or other Improvements shall be placed, erected, altered, or permitted to remain on any Lot other than one (1) Single Family Dwelling which must include one (1) or more attached garages having a combined capacity for at least three (3) cars (which combined capacity for at least three (3) cars shall require that the openings to the garages must be wide enough to permit the three (3) cars to enter side-by-side and which three (3) car capacity may not be satisfied by designing a garage deep enough to allow two (2) or more cars to park end-to-end) together with related improvements, which may include detached garages and other structures, which have been approved by the ACC. Subject to the approval of the ACC, the required 3-car garage built on a Lot must be attached to the Dwelling and must be constructed and completed at the same time that the Dwelling is constructed and completed. The Dwelling on each Lot shall be used for Single Family residence purposes only, and no structure of any kind shall be moved from any other location and placed upon a Lot, nor shall any incomplete Building or improvement of any type

be permitted to remain incomplete on a Lot for a period in excess of one (1) year from the date the Improvement was started, unless otherwise approved by the ACC. Neither structure of a temporary character nor any trailer, basement, tent, shack, garage, barn or other building shall be used on any Lot any time as a residence, either temporarily or permanently. No structure in area may be built upon any Lot without the prior written consent of the ACC.

14.5 Minimum Home Size:

a. Single level: 2,000 square feet above grade (excluding garages, carports, accessory buildings, covered or uncovered patios and porches).

b. Two Story: 2,700 square feet (not including basement) above grade (excluding garages, carports, accessory buildings, covered or uncovered patios and porches).

14.6 Basements: A geo-technical investigation was performed by AGECE Engineering in a report dated March 6, 2013. This report is on file with Davis County. Owner, builders and contractors should become familiar with this report and comply with its recommendations. Basement footings will not be allowed deeper than the normal high water mark elevation of the lakes.

14.7 General Design Aesthetics: 14.7 While control exercised by the ACC must be maintained, the ACC does not intend to stifle innovative designs or architectural freedom. The purpose of these covenants is to assure that all dwellings shall be of a quality of workmanship and materials substantially the same as or better than that which can be produced at the date that these covenants are recorded. The minimum square footage cited in this document can be waived if prior written approval of the ACC is obtained and the Lot size justifies the waiver, and all other covenants contained in this declaration are met. All buildings, including all accessory buildings, shall conform to four-sided architecture. Four-sided architecture is generally defined by all sides of a home or accessory building being designed for aesthetics and all elevations of a home or accessory building meeting the design criteria stipulated in this document. All solar panels and solar powered features or devices must be approved by the ACC prior to construction. The ACC reserves the right to be "subjective" in approving or disapproving the construction of any home to be built in the subdivision in order to enhance and protect the value, desirability, and attractiveness of the lots. It is contemplated by this declaration, and agreed to by all Lot owners, that there will be variations and adjustments made by the ACC in approving or disapproving building plans. The process of approval by the ACC will be subjective, but not arbitrary, in approving building plans in substantial conformity with Protective Covenants.

14.8 Allowed Exterior Materials: No building shall be erected or placed on any Lot having an exterior building surface of less than 50% new brick or stone (natural or cast). The

remaining exterior surface shall be of bordered stucco, Concrete Board, Hardie Board, or the

equivalent. Other Exterior Materials may be considered and must be approved by the ACC prior to commencement of construction.

14.9 Prohibited Exterior Materials: Cinder block, concrete block, aluminum, vinyl siding or other similar materials are not permitted. Aluminum trim for soffit and fascia is allowed. The ACC shall have sole discretion to allow or disallow other materials on a case-by-case basis. Private Dock(s) exterior materials shall be built according to Declarant's plan set for Private Dock(s).

14.10 Exterior Paint Color: Pastels and bright colors are prohibited. The ACC shall approve the color of exterior materials utilized on a Dwelling and on other Improvements within a Lot in order to prevent the duplication of exterior material colors utilized on different Lots in a proximity deemed (for aesthetic purposes) to be too close, as determined in the sole discretion of the ACC.

14.11 Roof Requirements: Minimum 6/12 pitch, 50 yr. architectural shingle, 6-inch fascia.

14.12 Driveways: Any and all driveways must be constructed of concrete or concrete pavers.

14.13 Maximum Building Height: Buildings height must not exceed 40 feet.

a. Property Line Setbacks:

Front: 20 feet

Rear: 20 feet

Side: 20 feet

Side Street: 20 feet

Exception: Side yard setback shall be 15 feet on Lots 104, 105, 201, 206, 301, 302, 303, 306, 307 and 308.

b. Accessory Building setbacks:

Front: 30 feet

Rear: 30 feet

Side: 20 feet

Side Street: 20 feet

The ACC may allow smaller setbacks on some end lots if setback does not negatively impact neighboring Lots or View Corridor.

14.14 Accessory Buildings: Accessory buildings shall be considered "conditional uses" requiring a written application and approval from both the ACC and Syracuse City planning and zoning before construction begins. Any detached accessory building must conform in design and construction materials with the primary residential Dwelling Unit. The maximum height of an accessory building shall be 25 feet. Tin or metal sheds are not allowed anywhere in the Project.

If there is a dispute of any kind whatsoever regarding an accessory building, including whether a structure meets the definition of an accessory building, the decision of the ACC shall be final, conclusive and binding. If the ACC fails to respond to an application within thirty (30) days, it shall be considered disapproved.

14.15 View Corridor: The View Corridor is defined as the back 20 feet of each building Lot measured from the rear property line. For clarification, the rear property line is defined as the property line that parallels and is adjacent to the shoreline of the Lake(s) for any given Lot. The intent of the View Corridor is so that every Owner may have an unobstructed view up and down the Lake(s) from their Lot. Any object, structure, wall, plant, landscaping of any kind that is more than 4 feet above than the high water elevation of the lake surface (4227.7 feet elevation) must be approved by the ACC. Wrought iron fencing not to exceed 4 feet in height will be allowed within the View Corridor

14.16 Fencing: Wrought iron fences only. Six foot maximum height outside of the View Corridor. Notwithstanding, privacy fencing is allowed on the south property line of Lots 108 and 405 and at the north property line of Lot 101 and 404, and on east property line of Lot 404. Privacy fencing around pools, spas, etc. may be allowed and must be approved by the ACC.

14.17 Sprinkler Systems: All irrigated landscaping must be irrigated by an automatic, underground sprinkling system connected to Syracuse City's secondary water system.

14.18 Ground Cover: Mulch, topsoil, decorative rock, sod, concrete, cement or masonry products, pavers, brick, cobblestone, tile, terrazzo, slate, gravel, and curbing are suggested. Bark and mulch are permitted, however, in minimal amounts and only in the front and side yards due to the nature that it can blow into the lakes.

14.19 Exterior Lighting: All exterior and decorative lighting shall be, whenever possible, placed in such a manner that the source of the light is not visible to adjacent portions of the Project. All artificial lighting visible from outside the Lot shall be subject to review and approval of the ACC. The design and installation of all lighting shall limit fugitive light impacts to a non-significant level.

14.20 Remedy for Breach of Architectural Design Guidelines: Should any Owner fail to comply with Architectural Design Guidelines, the ACC shall have the right to seek an order from a court of proper jurisdiction requiring specific performance to comply with the provisions hereof or to recover damages, or both, and shall also have the authority but not the obligation to complete the landscaping or restore the property to its original condition without being guilty of a trespass, and require the Lot Owner to pay the cost of labor and materials. The costs and

expenses incurred, including a reasonable attorney's fee, whether or not a lawsuit is filed, shall be considered the personal obligation of the Lot Owner and shall constitute a lien on the interest

of the Owner in such property, enforceable at law or equity, until payment is made.

14.21 Declarant Exception. The Declarant shall have sole and full authority to change, amend, and supplement the Architectural Design Guidelines as long as it owns any of the Property. The Declarant or, after transition of the Project, the Association must stamp all proposed plans and specifications to construct or remodel a Dwelling Unit, Building or Lot “approved and in compliance with the Declaration and Architectural Design Guidelines” before presenting such plans and specifications to the City for the issuance of a building permit.

ARTICLE XV INSURANCE

15.1 Insurance Requirement. The Association shall obtain insurance as required in this Declaration and as required by applicable law. The Association may obtain insurance that provides more or additional coverage than the insurance required in this Declaration. Different policies may be obtained from different insurance carriers and standalone policies may be purchased instead of or in addition to embedded, included coverage, or endorsements to other policies. EACH OWNER SHALL BE SOLELY RESPONSIBLE TO INSURE THE OWNER’S LOT AND DWELLING

15.2 Property Insurance.

(a) Hazard Insurance.

(i) Blanket Policy of Property Insurance. The Association shall maintain a blanket policy of property insurance covering all Common Areas and Limited Common Areas.

(1) At a minimum, any required blanket policy shall afford protection against loss or damage by: (1) fire, windstorm, hail, riot, aircraft, vehicles, vandalism, smoke, and theft; and (2) all perils normally covered by “special form” property coverage.

(2) Any blanket policy shall be in an amount not less than one hundred percent (100%) of current replacement cost of all property covered by such policy at the time the insurance is purchased and at each renewal date. The actual replacement cost of the property shall be determined by using methods generally accepted in the insurance industry.

(b) Flood Insurance. If the property insured by the Association is not situated in a Special Flood Hazard Area, the Association may nonetheless, if approved by a majority of Owners, purchase flood insurance to cover water and flooding perils not otherwise covered by blanket property insurance.

(c) Earthquake Insurance. The Association may nonetheless, if approved by a

majority of Owners, purchase earthquake insurance to cover earthquakes not otherwise covered by blanket property insurance.

- (d) Associations Obligation to Segregate Property Insurance Deductible. The Association shall keep an amount equal to the Association's property insurance policy deductible or \$10,000, whichever is less. This requirement shall not apply to any earthquake or flood insurance deductible. If the amount held in this account is used to pay any deductible, it shall be replenished within (12) months.
- (e) Association's Right to Not Tender Claims that are Under the Deductible. If, in the exercise of its business judgment, the Board of Directors determines that a claim is likely not to exceed the Association's property insurance policy deductible the Association need not tender the claim to the Association's insurer.

15.3 Comprehensive General Liability (CGL) Insurance. The Association shall obtain CGL Insurance insuring the Association, the agents and employees of the Association, and the Owner, against liability incident to the use, Ownership or maintenance of the Common Area, Limited Common Area or Ownership in the Association. The coverage limits under such policy shall not be less than One Million Dollars (\$1,000,000) covering all claims for death of or injury to any one person or property damage in any single occurrence. Such insurance shall contain a Severability of Interest Endorsement or equivalent coverage which would preclude the insurer from denying the claim of an Owner because of the negligent acts of the Association or another Owner.

15.4 Director's and Officer's Insurance. The Association shall obtain Directors' and Officers' liability insurance protecting the Board of Directors, the officers, and the Association against claims of wrongful acts, mismanagement, failure to maintain adequate reserves, failure to maintain books and records, failure to enforce the Governing Documents, and breach of contract (if available). The policy shall:

- (a) Include coverage for volunteers and employees;
- (b) Include coverage for monetary and non-monetary claims;
- (c) Provide for the coverage of claims made under any fair housing act or similar statute or that are based on any form of discrimination or civil rights claims; and
- (d) Provide coverage for defamation. In the discretion of the Board of Directors, the policy may also include coverage for any manager and any employees of the manager and may provide that such coverage is secondary to any other policy that covers the manager or any employees of the manager.

15.5 Insurance Coverage for Theft and Embezzlement of Association Funds. The Association may obtain insurance covering the theft or embezzlement of funds that shall:

- (a) Provide coverage for an amount of not less than the sum of three months

regular assessment in addition to the prior calendar year's highest monthly balance on all operating and reserve funds; and

- (b) Provide coverage for theft or embezzlement of funds by:
- (i) Officers and Board of Directors Owner of the Association;
 - (ii) Employees and volunteers of the Association;
 - (iii) Any manager of the Association; and
 - (iv) Officers, directors and employees of any manager of the Association.

15.6 Association's Right to Negotiate All Claims and Losses and Receive Proceeds. Insurance proceeds for a loss under the Association's property insurance policy shall be payable to the Association; and shall not be payable to a holder of a security interest. Insurance proceeds shall be disbursed first for the repair or restoration of the damaged property, if the property is to be repaired and restored as provided for in this Declaration. After any repair or restoration is complete and if the damaged property has been completely repaired or restored, any remaining proceeds shall be paid to the Association. If the property is not to be repaired or restored, then any proceeds remaining after such action as is necessary related to the property has been paid for, shall be distributed to the Owners and lien holders, as their interests remain with regard to the Dwellings. Each Owner hereby appoints the Association, as attorney-in-fact for the purpose of negotiating all losses related thereto, including: the collection, receipt of, and the execution of releases of liability, and the execution of all documents and the performance of all other acts necessary to administer such insurance and any claim. This power-of-attorney is coupled with an interest, shall be irrevocable, and shall be binding on any heirs, personal representative, successors or assigns of an Owner.

15.7 Owner Act Cannot Void Coverage under Any Policy. An Owner's act or omission may not void an insurance policy or be a condition to recovery under a policy.

15.8 Waiver of Subrogation against Owners and Association. All property and CGL policies must contain a waiver of subrogation by the insurer as to any claims against the Association and the Owners and their respective agents and employees.

ARTICLE XVI DAMAGE & DESTRUCTION

16.1 Immediately after damage or destruction by fire or other casualty to all or any part of the Common Areas and/or Limited Common Areas covered by insurance written in the name of the Association, the Board, or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed Common Areas and/or Limited Common Areas. Repair or reconstruction, as used in this paragraph, means repairing or restoring the Common Areas and/or

Limited Common Areas to substantially the same condition in which they existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes.

16.2 Any damage or destruction to the Common Areas and/or Limited Common Areas shall be repaired or reconstructed unless Owners representing at least seventy-five (75%) percent of the total vote of the Association, shall decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the costs of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) additional days. No mortgagee shall have the right to participate in the determination of whether the damage or destruction to Common Areas and/or Limited Common Areas shall be repaired or reconstructed; provided, however, this provision shall not apply to construction mortgagees providing construction financing for such damaged property.

16.3 In the event, that it should be determined in the manner described above that the damage or destruction to the Common Areas and/or Limited Common Areas shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the affected portion of the Common Areas and/or Limited Common Areas shall be restored to their natural state and maintained by the Association, in a neat and attractive condition.

ARTICLE XVII **DISBURSEMENT OF PROCEEDS**

17.1 If the damage or destruction for which the proceeds of insurance policies are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs of repair or reconstruction to the Common Areas and/or Limited Common Areas shall be retained by and for the benefit of the Association and placed in a capital improvements and/or reserve account. In the event no repair or reconstruction is made, any proceeds remaining after making such settlement as is necessary and appropriate with the affected Owner(s) shall be retained by and for the benefit of the Association and placed in a capital improvements and/or reserve account.

ARTICLE XVIII **REPAIR AND RECONSTRUCTION**

18.1 If the damage or destruction to the Common Areas and/or Limited Common Areas for which insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board shall, without the necessity of a vote of the Owners, levy a special assessment against all Owners as provided in the Governing Documents.

ARTICLE XIX
CONDEMNATION

19.1 Whenever all of any part of the Common Areas and/or Limited Common Areas shall be taken (or conveyed in lieu of and under threat of condemnation by the Board acting on the written direction of Owners representing at least sixty-seven percent (67%) of the total Association vote by any authority having the power of condemnation or eminent domain), each Owner shall be entitled to notice thereof. The award made for such taking shall be payable to the Association as trustee for all Owners to be disbursed as follows: if the taking involves a portion of the Common Areas and/or Limited Common Areas on which improvements have been constructed, then, unless within sixty (60) days after such taking the Owners representing at least sixty-seven percent (67%) of the total vote of the Association shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Areas and/or Limited Common Areas to the extent lands are available therefor, in accordance with plans approved by the Board of Directors of the Association. If the taking does not involve any improvements of the Common Areas and/or Limited Common Areas, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board shall determine.

ARTICLE XX
MISCELLANEOUS PROVISIONS

20.1 Violation Deemed a Nuisance. Any violation of these covenants that is permitted to remain on the Property is deemed a nuisance, and is subject to abatement by the Association or by any other Owner.

(a) Any single or continuing violation of the covenants contained in this Declaration may be enjoined in an action brought by an Owner or by the Association. In any action brought to enforce these covenants, the prevailing party shall be entitled to recover as part of its judgment the reasonable costs of enforcement, including reasonable attorney fees and court costs.

(b) Nothing in this Declaration shall be construed as limiting the rights and remedies that may exist at common law or under applicable federal, state or local laws and ordinances for the abatement of nuisances, health and safety, or other matters. This Declaration is to be construed as being in addition to those remedies available at law.

(c) The remedies available under this Declaration and at law or equity generally are not to be considered as exclusive, but rather as cumulative.

(d) The failure to take enforcement action shall not be construed as a waiver of the contents contained in this Declaration in the future or against other similar violations.

20.2 Severability. Each of the covenants contained in this Declaration shall be independent of the others, and in the event that any one is found to be invalid, unenforceable, or illegal by a court of competent jurisdiction, the remaining covenants shall remain in full force and effect.

20.3 Limited Liability. Neither the Declarant, the Board, nor the Architectural Control Committee or its individual Owners, nor any Owner shall have personal liability to any other Owner for actions or inactions taken under these covenants, provided that any such actions or inactions are the result of the good faith exercise of their judgment or authority, under these covenants, and without malice.

20.4 Consent, Power of Attorney, Waiver. By acceptance of a deed, lease, or other conveyance of an interest in Dwelling, each Owner or Occupant consents to the rights reserved to the Association in this Declaration, including but not limited to, the right to prepare, execute, file, process, and record necessary and appropriated documents and other items to establish and grant easements and to make necessary and appropriate amendments of this Declaration, the Plat and Bylaws. By such acceptance, each Owner or Occupant agrees to execute all documents and to do all other things as may be necessary or convenient to effect the same; and such acceptance shall be deemed an appointment of the Association, with full right of substitution, as the attorney-in-fact of such Owner or Occupant to execute such documents and to do such things on Owner's or Occupant's behalf; and such appointment, being coupled with an interest, shall be irrevocable for the specific period of the Association's reserved rights as set forth in this Declaration and shall not be affected by the disability of any such Owner or Occupant.

20.5 No Representations and Warranties. EACH OWNER AND OCCUPANT UNDERSTANDS, AGREES, AND ACKNOWLEDGES THROUGH TAKING TITLE OR RESIDING IN THE PROJECT THAT THE DECLARANT, ASSOCIATION, AND THE BOARD OF DIRECTORS HAVE NOT MADE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND RELATED TO THE PROJECT AND THAT EACH OWNER OR OCCUPANT HAS NOT RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO THE PROJECT.

20.6 Conflicting Provisions. In the case of any conflict between the Governing Documents, the order of priority from the highest to the lowest shall be the Declaration, the Plat, the Articles, Bylaws, and then the Rules.

20.7 Amendment. At any time while this Declaration is in effect, the covenants herein contained can be modified by the Declarant or Declarant's successors and assigns during the Class B Control Period at the sole discretion of the Declarant. Thereafter, the covenants herein contained can only be modified by the affirmative vote of the Owners representing not less than fifty-one (51%) percent of the total votes of the Association AND approval from the Declarant as long as Declarant owns any Lot in the Project. No meeting or voting shall be required for an amendment, if the required, written consent is obtained from the requisite number of Owners and Declarant.

20.8 Constructive Notice. Every person who owns, occupies or acquires any right, title or interest in any Lot in the Project is conclusively deemed to have notice of this Declaration and its contents, and to have consented to the application and enforcement of each of the provision of this Declaration against his/her Lot, whether or not there is any reference to this Declaration in the instrument by which he/she acquires interest in any Lot.

20.9 Notices. All notices under this Declaration are provided as set forth in the Bylaws.

20.10 Liberal Interpretation. The provisions of this Declaration shall be interpreted liberally to further the goal of creating a uniform plan for the development of the Project. Headings are inserted for convenience only and shall not be considered in interpretation of the provisions. Singular will include plural, and gender is intended to include masculine, feminine and neuter as well.

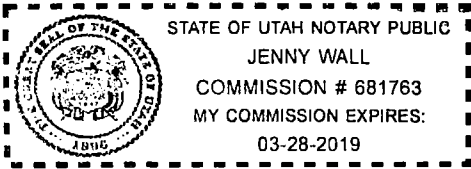
Executed on the date stated above.

Nuco Development, Inc., a Utah limited liability company

By: Mike Thayne
Its: Member

STATE OF UTAH)
 : SS
COUNTY OF DAVIS

On this 27 day of April, 2015, personally appeared before me Mike Thayne, who being by me duly sworn, did say that he is a member of Nuco Development, Inc., a Utah limited liability company, and that the within and foregoing instrument was signed on behalf of said limited liability company by authority and said member duly acknowledged to me that said limited liability company approved the same.



Jenny Wall
Notary Public
Residing at: Layton UT
My Commission Expires: 3/28/19

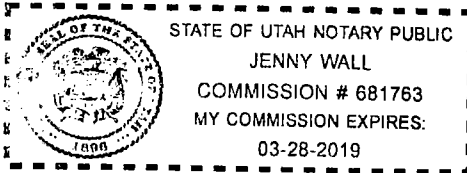
Executed on the date stated above.

Nuco Development, Inc., a Utah limited liability company

Mark Thayne
By: Mark Thayne
Its: Member

STATE OF UTAH)
 : SS
COUNTY OF DAVIS

On this 27 day of April, 2015, personally appeared before me Mark Thayne, who being by me duly sworn, did say that he is a member of Nuco Development, Inc., a Utah limited liability company, and that the within and foregoing instrument was signed on behalf of said limited liability company by authority and said member duly acknowledged to me that said limited liability company approved the same.



Jenny Wall
Notary Public
Residing at: Layton UT

My Commission Expires: 3/20/19

EXHIBIT "A"

Bylaws

**BYLAWS
OF
STILL WATER LAKE ESTATES
HOMEOWNERS ASSOCIATION, INC.**

The following are the Bylaws of Still Water Lake Estates Homeowners Association, Inc., a Utah nonprofit corporation (the "Association"). Upon recordation of these Bylaws, they are binding upon the Association and all present and future Owners and/or occupants.

**ARTICLE I
DEFINITIONS**

Section 1.1 Definitions. All terms used but not defined herein shall have the meanings given them under that certain Declaration of Covenants, Conditions & Restrictions for Still Water Lake Estates Subdivision, a Sub-area of Still Water Estates, a Planned Community, of even date and recorded in the Official Records of the Davis County Recorder's Office (hereinafter referred to as the "Declaration"), and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein, as if set forth herein at length. The term "Owner" shall mean and refer to those persons entitled to membership in the Association, as provided in the Declaration and Articles of Incorporation of the Association.

**ARTICLE II
MEETINGS OF OWNERS**

Section 2.1 Annual Meetings. An annual meeting of the Owners shall be held no less than once each calendar year. Unless otherwise determined by the Board, the annual meeting of the Owners shall be held on the second Wednesday in November of each year at a location and time designated by the Board. The Board may modify the date, time and location of the annual meeting in accordance with Section 2.3 below.

Section 2.2 Special Meetings. Special meetings of the Owners may be called at the request of the Board, or upon written request of the Owners holding at least twenty-five percent (25%) of the total membership, as defined in the Declaration.

Section 2.3 Notice of Meetings. Unless an Owner requests in writing that all notices be provided to said Owner by U.S. mail, all notices shall be given by, or at the direction of, the Board via: (1) email or other electronic communication. Notice, subject to Section 2.4, shall be provided at least ten (10) days before a meeting, but no more than sixty (60) days, to each Owner entitled to vote at the email or electronic address provided by the Owner to the Board. Said notice is effective upon sending the email or electronic communication. Such notice shall specify the location, day and time of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 2.4 Quorum. The quorum required for any action by the Owners hereunder, unless otherwise specifically set forth in the Declaration, shall be as follows: at each scheduled meeting called, the presence of Owners holding, or holders of proxies entitled to cast, at least twenty-five percent (25%) of all outstanding votes shall constitute a quorum for the transaction of business. If a quorum is not met, the meeting shall be postponed to a date of not more than thirty (30) days and not less than twenty-four (24) hours at which time the Owners and proxies present shall constitute a quorum for transacting business. In the case of any postponement, no notice of such rescheduled meeting shall be required except an announcement thereof at the original meeting and an electronic notification with the new meeting time, date and location to those Owners who have previously provided an email or other electronic means to the Association for notice purposes.

Section 2.5 Proxies. At all meetings of Owners, each Owner may vote in person or by proxy. All proxies shall be in writing, signed by the Owner, and filed with the Board on or before said meeting. Notwithstanding, any proxy delivered to the Board at the meeting must be provided no later than any point in the meeting announced as the final time to deliver proxies. Every proxy shall be revocable and shall automatically terminate upon conveyance by the Owner of his Lot. If conflicting proxy votes for an Owner or Lot exist, said proxy votes will not be counted.

Section 2.6 Conduct of Meetings. The President, or in his absence the Vice President, shall preside over all meetings. The Secretary or other authorized person shall keep minutes of all meetings and maintain a record of the minutes including, but not limited to: election of directors, adopted resolutions, adopted Rules and other matters coming before the Owners.

Section 2.7 Action Taken Without a Meeting. Any action that may be taken at any annual or special meeting of members may be taken without a meeting and without prior notice, if one or more consents in writing, setting forth the action taken, are signed by the members having not less than the minimum voting power that would be necessary to authorize or take the action at a meeting at which all members entitled to vote on the action were present and voted.

In addition, the Board may obtain approvals and conduct business through mail or email/electronic ballots. The ballot must set forth each proposed action and provide the option of voting for or against each proposed action with the requisite number of members approving the action that would be necessary to authorize or take the action at a meeting at which all members entitled to vote on the action were present and voted. The ballot must specify the period during which the Association shall accept written ballots for counting. Following this period, the Association shall provide notice of whether such action was or was not approved.

An Owner may revoke a prior consent if the revocation is provided to the Board in writing and is received by the Board prior to the effectiveness of the action taken, as provided for in this Section.

Section 2.8 Voting. Only an Owner that is current on all assessments and charges due and owing shall be deemed in good standing and entitled to vote at any annual or special meeting. The Association shall have two (2) classes of voting membership, Class "A" and Class "B," as set forth in the Declaration. Class "A" Owners shall be entitled to one equal vote for each Lot in which they are an Owner. Since an Owner may be more than one Person, if only one of such Person(s) is present at the meeting of the Association, that Person shall be entitled to cast the vote appertaining to that Lot. But if more than one of such Person(s) is present, the vote appertaining to that Lot shall be cast only in accordance with the agreement of a majority of them, and such consent shall be conclusively presumed if any one of them purports to cast the vote appertaining to that Lot without protest being made forthwith by any of the others to the person presiding over the meeting. The vote appurtenant to any one Lot may not be divided between Owners of such Lot. If the vote of a majority of the Owners of a Lot cannot be determined, no vote shall be cast in relation to such Lot.

The Association shall honor the vote of a trustee or successor trustee of any trust that is an Owner and shall honor the vote of an individual that is a holder of a Limited or General Durable Power of Attorney with respect to an Owner who is disabled or unavailable as though such vote were the vote of the Owner.

At the Board's discretion, voting ballots may be conducted by mail, email or other electronic means.

ARTICLE III BOARD, SELECTION AND TERM OF OFFICE

Section 3.1 Number & Tenure. Except for the Initial Board selected by Declarant which consists of three members, and their successors, that may hold office so long as Class B membership specified in the Declaration exists, the affairs of the Association shall be managed by a Board of Directors composed of three (3) individuals ("Board"). At the first meeting of the Owners at which the election of Directors will take place following the Class B Control Period, the candidate who receives the most votes shall serve as a Director for three (3) years. The candidate that receives the second highest number of votes shall serve as a Director for two (2) years, and the third candidate who receives the third highest number of votes shall serve as Director for one (1) year. At each annual election, the successor to the Director whose term shall expire in that year shall be elected to hold office for the term of (3) years. Any change in the number of Directors may be made only by amendment of these Bylaws. The members of the Board of Directors shall serve until their respective successors are elected, or until their death, resignation or removal.

Section 3.2 Eligibility. Following the Class B Control Period, all members of the Board shall be Owners.

Section 3.3 Resignation & Removal. A Director may resign at any time by delivering a written resignation to either the President or the Board. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any Director, except during Class B Control Period, may be removed from the Board, with or without cause, by a vote of at least (51%) of the Owners of the Association. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining Directors and shall serve for the unexpired term of his predecessor.

Section 3.4 Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 3.5 Action Taken Without a Meeting. The Directors may take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all Directors. Any action so approved shall have the same effect as though taken at a meeting of the Board.

Section 3.6 No Estoppel or Reliance. No one may rely upon any authorization (from the Board or otherwise) contrary to the terms and conditions of the Governing Documents regardless of circumstances. No claim of estoppel, waiver or similar equitable claims or defense may be raised by anyone related to any alleged reliance.

Section 3.7 Records Retention. The Board shall take appropriate action to develop, implement and update procedures for record retention. The Board should maintain documents in a manner to be easily accessible and copied. The Board may budget specifically for this expense and may seek the advice of consultants in developing retention procedures.

ARTICLE IV NOMINATION AND ELECTION OF DIRECTORS

Section 4.1 Nomination. Following the Class B Control Period, nomination for election to the Board may be made by the Board or by Owners from the floor at the annual meeting. The Board shall accept as many nominations as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

Section 4.2 Election. Following the Class B Control Period, the election of Directors shall be by written ballot, which need not, but may be, secret, as determined at the discretion of the Board. The persons receiving the largest number of votes shall be elected. Cumulative voting is not authorized.

ARTICLE V MEETINGS OF THE BOARD

Section 5.1 Regular Meetings. Regular meetings of the Board shall be held at least annually, or more frequently as determined by the Board. All notices shall be provided by email or other electronic means. Directors are required to provide an email or electronic address for purposes of notice of Board meetings. Notice shall be provided at least five (5) days before a meeting, but no more than thirty (30) days.

Owners may attend regular board meetings. Notwithstanding, the Board may limit Owners' comments and/or questions to a specific time period of time within the meeting and may exclude Owners when in executive session. The Board shall not be obligated to provide notice to Owners of Board meetings.

Section 5.2 Special Meetings. When, in the discretion of the President or two members of the Board, circumstances require that a meeting be held sooner than the required five (5) five' notice for a regular meeting, a special meeting may be called by the President or by any two (2) Directors, after not less than twenty-four (24) hours' notice to each Director.

Section 5.3 Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 5.4 Conduct of Meetings. The President, or in his absence the Vice President, shall preside over all meetings. The Secretary or other authorized person shall keep minutes of all meetings and maintain a record of the minutes including, but not limited to: election of Officers, adopted resolutions, adopted Rules and other non-privileged matters coming before the Directors. The Board shall keep a copy of all approved minutes and make them reasonably available to Owners upon their written request. Corrections and/or changes to the minutes shall be made at the next meeting of the Board

ARTICLE VI POWERS AND DUTIES OF THE BOARD

Section 6.1 Powers and Duties. The Board shall have all of the powers and duties necessary for the administration of the affairs of the Association in accordance with the provisions of the Declaration and as outlined below. The Board may delegate its authority to a manager or managers, subject to any limitations or provisions contained in the Declaration, the Board shall be responsible for a number of activities including, but not limited to the following:

- (a) Management of the Association;
- (b) Preparation of annual assessments and budget;
- (c) Collection of assessments;

- (d) Maintenance of a bank account for the Association and designating required signatories;
- (e) Maintenance of the Common Areas and Facilities;
- (f) Maintenance of any private roadways;
- (g) Maintenance of any private irrigation system or other private utility;
- (h) Adoption and amendment of rules and regulations;
- (i) Enforcement of the Declaration, including the retention of legal counsel;
- (j) Commencement of legal action when necessary;
- (k) Imposition of fines, sanctions and citations;
- (l) Payment of any amount necessary to discharge any mechanic's or materialman's lien or other encumbrance levied against the Common Area or Facilities;
- (m) Purchase of and maintenance of insurance;
- (n) Maintenance of books and records of the Association;
- (o) Emergency repairs;
- (p) Maintenance of parking;
- (q) Adoption of reasonable pet restrictions; and
- (r) Performance of other actions and duties to enforce the terms and conditions of the Declaration and effectively manage the Association.

ARTICLE VII OFFICERS AND THEIR DUTIES

Section 7.1 Enumeration of Officers. The officers of this Association shall be a president, vice-president and secretary, who shall at all times be members of the Board, a treasurer or such other officer as the Board may from time to time, by resolution, create.

Section 7.2 Election of Officers. Following the Class B Period, the election of officers shall take place at the first Board meeting following the annual meeting of the Owners. Elected officers shall serve in their office for a period of one (1) year. Notwithstanding, nothing in these Bylaws prevent an officer or directors from being re-elected to their respective positions.

Section 7.3 Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine. Appointed officers, which do not include the elected or appointed Board of Directors, must be: Owners; may not vote; and may be removed by the Board at any time, with or without cause.

Section 7.4 Resignation and Removal. Any officer may resign at any time by delivering a written resignation to any Director or to any Manager. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any officer may be removed and replaced by a majority of the Board of Directors at any time, with or without cause. In the event of death, resignation or removal of an officer, his successor shall be selected by the Board and shall serve for the unexpired term of his predecessor.

Section 7.5 Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices, except temporarily in the case of special offices created pursuant to Section 7.3 of this Article or the death, resignation or removal of an officer.

Section 7.6 Duties. Unless modified by resolution of the Board, the duties of the officers are as follows:

President: The president shall preside at all meetings of the Board and shall see that orders and resolutions of the Board and/or the Owners are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes on behalf of the Association.

Vice-President: The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary: The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Owners; keep appropriate current records showing the Owners of the Association together with their addresses and shall perform such other duties as required by the Board.

Secretary/Treasurer: The secretary/treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board; shall co-sign all checks and promissory notes of the association; keep proper books of account; if the Board deems appropriate, cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Owners.

ARTICLE VIII COMMITTEES

Section 8.1 Committees. The Board may, if it elects, appoint such committees as deemed appropriate in carrying out its purposes, including appointment of an Architectural Review Board. A committee shall not have any powers, duties, or responsibilities beyond those specifically assigned by the Board. The Board may terminate any committee at any time.

ARTICLE IX INDEMNIFICATION

Section 9.1 Indemnification. No Director, officer, or member of a committee shall be personally liable for any obligations of the Association or for any duties or obligations

arising out of any acts or conduct of said Director, officer, or committee member performed for or on behalf of the Association. The Association shall and does hereby indemnify and hold harmless each person who shall serve at any time as a Director, officer of the Association, or a member of a duly formed committee, as well as such person's heirs and administrators, from and against any and all claims, judgments, and liabilities to which such persons shall become subject, by reason of that person having heretofore or hereafter been a Director, officer of the Association, or member of a committee or by reason of any action alleged to have been heretofore or hereafter taken or omitted to have been taken by him/her as such Director, officer, or committee member, and shall advance and reimburse any such person for all legal and other expenses reasonably incurred in connection with any such claim or liability; provided that the Association shall have the right, in its sole discretion, to defend such person from all suits or claims; provided further. However, that no such person shall be indemnified against or be reimbursed for or be defended against any expense or liability incurred in connection with any claim or action arising out of such person's intentional misconduct. The rights accruing to any person under the foregoing provisions of this section shall not exclude any other right to which such person may lawfully be entitled, nor shall anything herein contained restrict the right of the Association to indemnify or reimburse such person in any proper case, even though not specifically provided for herein or otherwise permitted.

Section 9.2 Settlement of Association. The right of any person to be indemnified shall be subject always to the right of the Association by the Board of Directors, in lieu of such indemnity, to settle any such claim, action, suit, or proceeding at the expense of the Association by the payment of the amount of such settlement and the costs and expenses incurred in connection therewith.

ARTICLE X AMENDMENTS, ORDER OF PRECEDENCE

Section 10.1 Waiver of Procedural Irregularities. All inaccuracies and irregularities in calls or notices of meetings, in the manner of voting, in the form of proxies, in the method of asserting persons present, in the method of making decisions, or in the method of accepting or counting votes shall be deemed waived under the following circumstances:

- (a) If the objecting person was in attendance at the meeting – they are waived if the issue upon which the objection was based was perceptible and no objection to the particular procedural issue is made at the meeting; or
- (b) If the objecting person was not in attendance at the meeting but has proper notice of the meeting, they are waived; or
- (c) If the objecting person was not in attendance at a meeting, did not have proper notice of the meeting, but had actual notice of the meeting before it occurred, they are waived; or
- (d) If the objecting person was not in attendance at the meeting and did not have actual and proper notice of the meeting before it occurred, within 60 days of

receiving actual notice of the occurrence of the meeting or of any decision that was made at the meeting; or

- (e) For any action, vote, or decision that occurred without a meeting, within 60 days of receiving actual notice of the occurrence of the action, vote, or decision.

Section 10.2 Requirements for Objections. All objections except those made at a meeting shall be in writing. Whenever made, objections must be specific and shall include identification of the specific provision of the Governing Documents or other law that is alleged to have been violated and a brief statement of the facts supporting the claimed violation.

Section 10.3 Irregularities that Cannot Be Waived. The following irregularities cannot be waived under the prior subsection:

- (a) Any failure to comply with the provisions of the Declaration;
- (b) Any failure to obtain the proper number of votes required to pass a particular measure; or
- (c) Any irregularity that is the result of fraud or that was done knowingly and intentionally in violation the applicable standards.

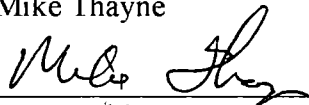
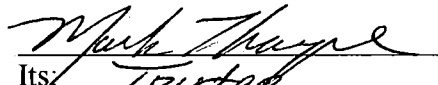
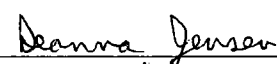
ARTICLE XI AMENDMENTS, ORDER OF PRECEDENCE

Section 11.1 Amendment. These Bylaws may be amended, at a regular or special meeting of the Owners, by Owners holding at least fifty-one percent (51%) of the total membership or by the written consent of at least fifty-one percent (51%) of the total membership. An amendment to these Bylaws shall be effective immediately upon recordation in the Office of the Davis County Recorder, State of Utah. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XII FISCAL YEAR

Section 12.1 Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

The foregoing Bylaws are adopted by the undersigned and made effective upon recordation in the Office of the Davis County Recorder, State of Utah.

<p>STILL WATER LAKE ESTATES HOMEOWNERS ASSOCIATION, INC. A Utah nonprofit corporation</p> <p>By: Mike Thayne  Its: President</p>	<p>STILL WATER LAKE ESTATES HOMEOWNERS ASSOCIATION, INC. A Utah nonprofit corporation</p> <p>By: Mark Thayne  Its: <u>Trustee</u></p>
<p>STILL WATER LAKE ESTATES HOMEOWNERS ASSOCIATION, INC. A Utah nonprofit corporation</p> <p>By: <u>Deanna Jensen</u>  Its: <u>Trustee</u></p>	