

After Recording Return to:  
Still Water Lake Estates HOA  
Michael J. Thayne  
1768 N. 4850 W.  
Ogden, UT 84404

CERTIFICATE OF AMENDMENT  
TO THE 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

This amendment is to the 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 recorded with the Davis County Recorder on April 29, 2015 as Entry No. 2863417 in Book No. 6256 at pages 55-110.

Boundary Description

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)

Pursuant to Section 20.7 of the Declaration, the Declarant hereby amends the Declaration as follows:

Article 1 (C) is amended as follows:

(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

12-824-010140110  
12-825-020140206  
12-826-030140303

from year to year, as determined by the Member, but cannot change more than two times within any 12 month period. The Owner/Member continues to be responsible for all other responsibilities of a Member, as contained within this Declaration.

Article 3.7 is amended as follows:

3.7 Boat size/type and sharing. In order to minimize shoreline erosion and maintenance and for the safety of those using the Lakes, 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' (as measured from bow to stern), and dry weight not to exceed 3500 lbs. Use of artificial ballast (including people) and wake enhancing devices is not allowed. All past and present AWSA/USA Water Ski Approved Tournament Towboats are allowed. Personal Watercraft are not allowed. Notwithstanding the above, the Board, in its sole discretion, reserves the right to approve specific boats that may vary slightly from the above requirements in their size, type, and build.

Article 3.13 is amended as follows:

3.13 Private Dock(s). (All Lots except 101, 102, 403, 404, 405, 406, 107, and 108). Lot Owner shall have exclusive rights to construct a single Private Dock within the Limited Common Area. Each Private Dock is assigned exclusively to the Owner of the appurtenant Lot and shall be Limited Common Area. Private Dock(s) must be constructed upon the footings and according to plans provided by the Association. A design fee of \$100 shall be paid to Mike Molyneux for each Dock(s) constructed or his successor. This 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 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.

(Lots 101, 102, 403, 404, 405, 406, 107, and 108). Lot Owner shall have exclusive rights to construct a single Private Dock outside of the Common Area. Each Private Dock is assigned exclusively to the Owner of the appurtenant Lot. Private Dock(s) must be constructed upon footings approved in advance by Board. A design fee of \$100 shall be paid to Mike Molyneux for each Dock(s) constructed using his (or his successor's) plans. This 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 is reserved to the Lot to which it is assigned. The Private Dock(s) area and geometric plane may not be expanded, enclosed or modified in any way without approval from the Board.

(All Lots). All costs associated with construction of the Private Dock will be born exclusively by the respective Lot Owner. 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.

The following paragraph is added to the end of Article 3.14 Risks Associated with Lake and all Common Areas and becomes a part thereof:

Furthermore, members acknowledge that beach material may migrate over time changing the profile of the beaches, shorelines, islands, and the entire bottom of the lakes. The Association makes no guarantees that the lake profile as designed and built will remain the same over time. As such, it is the responsibility of each Owner and each user of the lakes to be aware of these changes and to take any necessary precautions to avoid injury or property damage as a result.

The following paragraph is added to the end of Article 10.10 Drainage and becomes a part thereof:

Exception to above: Clean water such as from roof drains and foundation drains may be piped to the lake by routing under the dock in a manner that is not visible or intrusive to the beach. LANDSCAPE DRAINAGE MUST NOT BE PIPED TO THE LAKE.

The following paragraph is added to the end of Article 10.21 Vehicles and Parking and becomes a part thereof:

Prior to home construction, off street parking (to accommodate a minimum of 3 vehicles) must be provided. Off street parking must be included in the Landscape Plan and approved by the ACC.

Article 14.1 is amended as follows:

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. Prior to Lot improvement, Owner 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.

The following paragraph is added to the end of Article 14.2 Trees, Shrubs and Bushes; Maintenance of Proper Sight Distance at Intersections and becomes a part thereof:

Any trees, shrubs, or features other than bluegrass in the park strip must be approved by the Board and applied to the entire development to create a consistent pattern in the development. Maintenance of the park strip is the responsibility of the Owner of the appurtenant Lot.

Article 14.6 is amended as follows:

14.6 Basements: A geotechnical investigation was performed by AGECE Engineering in a report dated March 6, 2013. This report is on file with Davis County. Owners, builders and contractors should become familiar with this report and comply with its recommendations. Finished basement floor (or the lowest floor of the house)

must be a minimum of twelve (12) inches above the normal high water mark elevation of the lakes.

Article 14.12 is amended as follows:

14.12 Driveways: When a home is constructed on any Lot, all driveways must be constructed of concrete or concrete pavers.

Article 15.1, is amended as follows:

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 OWNERS LOT, DOCK, LIMITED COMMON AREA DOCK, AND DWELLING.

Article 15.2 (a) (i) is amended as follows:

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.

Article 15.3 is amended as follows:

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's that the Association is required to maintain, 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.

Article 20.7 is amended as follows:

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 sixty seven (67%) 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.

Exhibit A "Bylaws" are hereby attached for recording

Dated this 29 day of November, 2018

Signed by:

Mark J. Hayne  
Nuco Development

Attested by:

Mark J. Hayne  
Nuco Development

State of Utah

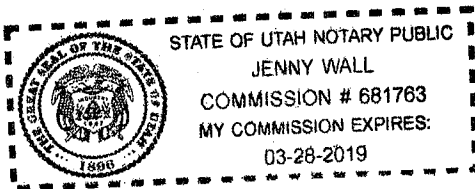
)

: ss

County of Davis

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The foregoing instrument was acknowledged before me this 29 day of November 2018 by Mike Thayne and Mark Thayne who acknowledge to me that they are the Declarant of Still Water Lake Estates subdivision.



Jenny Wall

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

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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 Lake 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 third Thursday 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) days 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 PROCEDURAL WAIVERS

**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 sixty-seven percent (67%) of the total membership or by the written consent of at least sixty-seven percent (67%) 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.

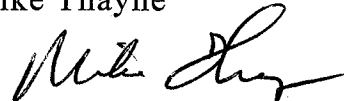
## **ARTICLE XII FISCAL YEAR**

**Section 12.1 Fiscal Year.** The fiscal year of the Association shall begin on the first day of January and end on the 31<sup>st</sup> 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.

**STILL WATER LAKE ESTATES  
HOMEOWNERS ASSOCIATION, INC.**  
A Utah nonprofit corporation

By: Mike Thayne

  
Its: President

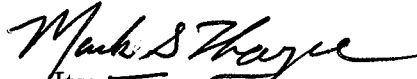
**STILL WATER LAKE ESTATES  
HOMEOWNERS ASSOCIATION, INC.**  
A Utah nonprofit corporation

By:

Its:

**STILL WATER LAKE ESTATES  
HOMEOWNERS ASSOCIATION, INC.**  
A Utah nonprofit corporation

By: Mark Thayne

  
Its: Trustee

State of Utah                     )  
                                              : ss  
County of Davis                 )

The foregoing instrument was acknowledged before me this 29 day of November 2018 by Mike Thayne and Mark Thayne who acknowledge to me that they are the officers of Still Water Lake Estates HOA and the Declarant of Still Water Lake Estates subdivision.

