

[version 9-24-26]



Still Water Lake Homeowners Association, Inc.
Rules and Regulations of the Still Water Lake Development Subdivision

PLEASE NOTE: Disregard for and abuse of these Rules and Regulations are grounds for discipline, including suspension of privileges to use the Lake or any other Common Facility, in accordance with the notice, hearing, cure, and enforcement procedures below.

All Still Water Lake Homeowners Association, Inc. ("Association") members, owners, residents or occupiers of the Subdivision (or any new re-plats thereof) are responsible for ensuring that they and their guests understand and abide by the Rules and Regulations of the Still Water Lake Development Subdivision ("Subdivision"). The Subdivision includes the following property: See Exhibit "A" attached hereto and incorporated herein by this reference.

These rules and regulations are designed to give Owners a common understanding for expected behavior and to help maintain a safe environment for all owners and guests. There will be times when an owner is exhibiting poor judgment and placing themselves or other owners, guests and families at risk of harm and yet not actually breaking any specific rule(s). Additionally, owners, from time to time, may break a rule without risk of harming anyone or causing problems to other owners. The Association's Board of Directors (the "Board") and all owners should take into account, when reporting infraction(s), whether infractions truly exhibit negligent behavior or are a technical violation of the rules and regulations. Additionally, it is assumed that owners will try to directly communicate observed violations and resolve minor grievances with other owners before taking these grievances to the Board.

The Association, or individuals acting under the authority of the Association, is not liable for any damages and/or injuries sustained while guests or residents are using the Association facilities or on Association property. Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Subdivision's Amended and Restated Declaration of Covenants, Conditions, Restrictions, and Easements, as recorded and amended from time to time.

If a member of the Association wishes to report an observed violation of these Rules and Regulations, a written complaint should be filed with the Board. This written complaint may be shared with others in the Association. The complaint should include:

1. The date and time of the violation.
2. The nature of the violation.
3. The lot number and/or name of the violator, if known.

I. Guests and Safety.

All owners and any other person or entity using or entering the Subdivision, including lessees and other persons in the Subdivision through the acts or omissions of an owner, shall be responsible for taking reasonable steps to ensure the safety of all owners and guests. Any condition or obstruction within the Subdivision that may pose a risk of safety to the owners or their guests shall be reported to the Association's Board of Directors immediately. Furthermore, each owner shall take reasonable steps to warn or otherwise abate the condition or obstruction until the Board of Directors has had time to address the situation. All owners are required to obtain an Umbrella Liability Policy with coverage of at least one million dollars (\$1,000,000) naming the Association, the Declarant (Still Water Lake, LLC), Hampton Development Services, Inc., and their officers and directors as additional insureds.

II. Use

Each Residential Lot located within the Subdivision shall be used exclusively for residential purposes. No Residential Lot within the Subdivision shall be used for any commercial use for childcare, daycare, preschool, or similar use, regardless of whether such commercial use has employees upon the premises or not. Commercial use must be restricted to designated Commercial lots only in the Subdivision.

III. Swimming

1. Diving into the lake head first is strictly prohibited.
2. Swimming across the lake, or in the boat launching area is prohibited.
3. Scuba Diving is not allowed.

IV. Noise, Pets

Noise rising to the level of a nuisance shall be prohibited. Pets must be under control at all times, be fully vaccinated, and shall be on a leash when not located and appropriately under control at their home Lot. Excessive barking, howling, and whining by dogs when outside will not be tolerated, and dog owners are required to take steps to prevent such behavior.

V. Lake and Other Subdivision Rules¹

1. Owners or any party using or occupying any part of the Association's lake or common facilities (any beach areas, shorelines, outlots, or other common areas) must comply with the restrictions set forth in the Covenants (Declaration) as adopted or revised from time to time.

¹ See Supplemental Lake Rules from HOA for a detailed list of watercraft and lake rules.

2. Only watercraft permitted by the Declaration and any Supplemental Lake Rules may be operated on the Lake. No other motorized watercraft is permitted. All permitted watercraft, and all motorized vehicles or ATVs/UTVs operated elsewhere within the Subdivision, must comply with all applicable laws, regulations, ordinances, and these Rules and Regulations and must be registered with the Association. See Supplemental Lake Rules from HOA for a detailed list of watercraft and lake rules.
3. Fishing in the Lake should follow the Nebraska Game and Parks Rules and Regulations.
4. Hunting is not allowed at Still Water Lake.
5. Automobiles, UTV/ATV's with at least four wheels, are allowed on the roads. All other motorized vehicles and snowmobiles are prohibited. Automobiles, UTV/ATV's must be properly licensed and registered under all applicable Nebraska laws, and UTV/ATV's must display a 3" Lot number prominently on the bumper.
6. Repair of any boats, automobiles, motorcycles, trucks, or other vehicles between 8:00 p.m. and 6:00 a.m. shall be prohibited. Broken down vehicles, boats, trailers, etc., shall not be visibly stored, parked, or abandoned on any Lot or driveway.
7. Motorized vehicle speed limit is 25 MPH in the Subdivision. This speed limit applies to all vehicles on all roads AND also applies to all vehicles off-road in any common areas. Loud vehicles are not permitted and stock mufflers (read: Quiet) are required. At no time, should these vehicles be used in a manner that creates excessive noise or is a hazard to residents. Motorized vehicles traveling on Still Water Lake Subdivision roads need to be aware that non-motorized forms of travel (walkers, runners, bikers, roller-bladers, etc.) utilize the roads and common areas day and night. Those operating motorized vehicles should be courteous and ever vigilant of these folks in the Subdivision.
8. Headlights and taillights must be operational after dark on all motorized vehicles. Discretion should be used when operating these vehicles at night. Those operating motorized vehicles after dark should be courteous and make sure they are operating their vehicles in the safest and quietest manner possible.
9. Vacant Lots and lawns must be maintained and weed controlled prior to, during, and after construction. Seeding is allowed on the first 20 feet from the Lake shoreline. Sod shall be installed on the front, side(s), and rear yards. Only Zero Phosphorus fertilizers will be appropriate for use in a Lake environment for lawns, shrubs, trees, and/or flower beds.
10. Association Responsibility for Common Area Maintenance per the Covenants. The Annual Base Assessment is for the following purposes:
 - a. Maintenance, cleanup, testing and treatment of the Lake;
 - b. Removal or control of algae, aquatic weeds, debris and undesirable vegetation of the Lake;
 - c. Chemical treatments and water-quality management of the Lake;
 - d. Maintenance, repair, and cleanup of common-area landscaping, signs, lighting, beaches, recreational amenities, entrances, boulevards, and other Common areas;

- e. Mowing, trimming, fertilizing, weed control and chemical applications within Common areas;
- f. Operation, maintenance and repair of common-area irrigation and sprinkler systems;
- g. Snow and ice removal from Association-owned or Association-maintained common areas; and
- h. Insurance, utilities, administration, professional services; and reasonable operating and capital reserves related to the lake and common areas.

The Annual Base Assessment does not include an Owner's individual lot lawn care, irrigation maintenance, shore wall maintenance, or driveway or sidewalk snow removal per the Association's Rules and Regulations unless the Association expressly offers such services for an additional fee.

11. **Owner Responsibility for Lot Maintenance.** Each Owner shall maintain their lot, residence, landscaping, lawn, driveway and sidewalks in a neat, healthy, safe and attractive condition consistent with the community-wide standards established by the Association. At a minimum, each Owner shall:

- a. **Lawn Mowing and Trimming:** Lawns shall be mowed and trimmed often enough to maintain a neat residential appearance. Grass and weeds shall not be allowed to become materially taller than neighboring maintained lawns or otherwise create an unsightly or nuisance condition. Clippings shall not be intentionally discharged into streets, storm drains, or the lake.
- b. **Four-Step Lawn Treatment:** Each improved Lot shall receive at least four seasonal lawn-care applications per growing season, or an equivalent program appropriate for the turf and weather conditions. The program should address Zero Phosphorus fertilization, pre-emergent weed control, broadleaf weed control and seasonal turf health. Owners shall retain reasonable proof of professional service or product application if requested following a documented maintenance concern.
- c. **Watering and Irrigation:** Owners shall provide sufficient watering to keep established turf and landscaping reasonably healthy, subject to drought restrictions and responsible water use. Private irrigation systems shall be maintained to prevent persistent leaks, overspray onto streets and wasteful runoff into the lake.
- d. **Weed, Debris and Landscape Control:** Owners shall control noxious weeds and visible weed growth; maintain landscape beds; remove litter, dead vegetation and fallen branches; and prevent stored materials or debris from creating an unsightly condition.
- e. **Snow and Ice Removal:** Each Owner is responsible for snow and ice removal from the Owner's driveway and sidewalks. Removal shall be completed within 24 hours after snowfall ends, weather and safety conditions permitting. Snow shall not be deposited where it blocks streets, fire hydrants, drainage facilities, neighboring property or access to common areas.
- f. **Variances and Administration:** The Board may grant a written temporary variance when strict compliance is impractical because of construction, newly installed landscaping, severe weather, drought, illness or another documented hardship. A variance shall be limited in duration and shall not create a permanent waiver or precedent.

12. **Inspection, Notice, and Enforcement.** The Association may reasonably inspect visible exterior conditions. If a Lot does not meet the required standards, the Association may deliver written notice describing the violation and allowing the Owner a reasonable opportunity to correct it. In addition to any other remedy available to the Association, in the event any Owner of a Lot fails or refuses to perform any required maintenance or upkeep of any landscape screen or

general maintenance obligations, the Association after seven (7) days' notice to the Owner in default, may perform the required work or maintenance. The actual cost of performing the work or maintenance together with a 15 percent (15%) administration fee shall be the personal obligation of the Owner who is or was the Owner of such Lot at the time of such failure to maintain, and shall bear interest at the rate of 14 percent (14%) per annum and a lien may be assessed on the Lot. The Association may take immediate reasonable action when a condition presents an urgent safety hazard, threatens Still Water Lake or common property, or could cause material damage.

13. Association-Selected Preferred Vendors. The Association may solicit proposals, negotiate group pricing, and select or recommend one or more preferred providers for individual Lot lawn care, seasonal fertilizer and chemical treatments, irrigation services, and snow removal. Charges for individual Lot services are separate from the Annual Base Assessment. Owners remain responsible for provider access, payment, and compliance with these Rules.

- a. Trash Hauling – S-2 Rolloffs in Fremont, NE.
- b. Sprinkler Installation and Maintenance – Alternate Rain in Waterloo, NE.

An Owner may enroll with the Association-Selected Preferred Vendor and pay the applicable charges directly to the vendor, hire another qualified vendor, or perform the work personally. Regardless of the method selected, every Owner shall meet the Association's minimum maintenance standards.

VI. Miscellaneous Rules

1. An Owner is responsible for violations of these Rules and Regulations committed or permitted by the Owner or by the Owner's immediate family members, guests, lessees, or invitees. Before imposing a fine or suspending voting rights or the right to use the Lake or any Common Facility for a rule's violation, the Board shall deliver written notice to the Owner describing the alleged violation, the facts supporting it, the proposed sanction, and the date, time, and manner of the hearing. The notice shall provide the cure period stated in the applicable rule or, if no period is stated, at least ten (10) days to cure, unless the violation creates an urgent safety hazard, threatens the Lake or Common Property, is a repeated violation, or is not reasonably capable of cure. The Owner shall have a reasonable opportunity at the hearing to present evidence and be heard before the Board makes its decision. Following the hearing, the Board shall issue a written decision identifying the violation and any sanction imposed. Sanctions may include a warning, reprimand, a fine listed in a fine schedule duly adopted by the Board, or suspension of voting rights or the right to use the Lake or Common Facilities. Any suspension imposed for a rule's violation shall not exceed sixty (60) days. A fine may be collected as an additional assessment to the extent permitted by the Declaration. When immediate action is reasonably necessary to address an urgent safety hazard or prevent material damage to the Lake or Common Property, the Board may impose a temporary restriction pending prompt notice and hearing; any resulting suspension period shall include the period of the temporary restriction. Suspension for nonpayment of assessments is governed separately by the Declaration and Bylaws.
2. Camping shall only be allowed for the period of times permitted as approved on a case-by-case basis by the Board. Children may camp on the Owners lot with adult supervision.

3. All personal signs such as “garage sales,” “birthday party,” etc., must be removed within 24 hours of the event. No signs shall be erected on any common area or other Association property without the prior approval of the Board.
4. Public Address systems and loud radios will not be tolerated after 10:00 p.m., and at all times consideration must be given to adjacent residences.
5. No feeding of migratory geese or waterfowl is allowed.
6. No hauling in of sand, gravel, or other materials shall be permitted without the prior approval of the DRB or Declarant.

VII. Amendment

These Rules and Regulations shall be binding on all Owners and any person or entity using the Lake or any other Common Facility. Subject to the Declaration, the Articles of Incorporation, and the Bylaws, the Board may amend these Rules and Regulations by a majority vote of the directors present at a duly called meeting at which a quorum is present or by the unanimous written consent of all directors. During Declarant Control, the Declarant may also amend these Rules and Regulations. In the event of a conflict, the Declaration shall control, followed by the Articles of Incorporation, the Bylaws, and then these Rules and Regulations.

IN WITNESS WHEREOF, the directors of the Association, acting by unanimous written consent, have adopted these Rules and Regulations effective this 16th day of September, 2026.

STILL WATER LAKE HOMEOWNERS
ASSOCIATION, INC., a Nebraska nonprofit corporation

By: _____
Robert D. Hampton, Director and President

By: _____
Nathan Nelson, Director and Vice President

By: _____
Camille S. Pserros, Director and Secretary/Treasurer

Exhibit "A"

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 16 NORTH, RANGE 10 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 30;

THENCE SOUTH 89°52'18" EAST FOR 39.85 FEET ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 30 TO THE EAST RIGHT OF WAY LINE OF NORTH 276TH STREET;

THENCE SOUTH 00°07'02" WEST FOR 59.98 FEET ON THE EAST RIGHT OF WAY LINE OF NORTH 276TH STREET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 89°57'30" EAST FOR 164.61 FEET;

THENCE ON A CURVE TO THE RIGHT (HAVING A RADIUS OF 420.00 FEET AND A LONG CHORD BEARING SOUTH 88°45'35" EAST FOR 17.57 FEET) FOR AN ARC LENGTH OF 17.57 FEET;

THENCE SOUTH 00°07'42" WEST FOR 164.96 FEET;

THENCE ON A CURVE TO THE RIGHT (HAVING A RADIUS OF 231.03 FEET AND A LONG CHORD BEARING SOUTH 67°24'53" EAST FOR 177.29 FEET) FOR AN ARC LENGTH OF 181.95 FEET; THENCE SOUTH 44°45'17" EAST FOR 470.58 FEET;

THENCE SOUTH 45°14'43" WEST FOR 297.77 FEET;

THENCE ON A CURVE TO THE LEFT (HAVING A RADIUS OF 190.00 FEET AND A LONG CHORD BEARING SOUTH 05°49'04" EAST FOR 295.58 FEET) FOR AN ARC LENGTH OF 338.66 FEET;

THENCE SOUTH 35°04'26" WEST FOR 405.95 FEET;

THENCE SOUTH 00°07'48" WEST FOR 130.00 FEET;

THENCE NORTH 89°52'12" WEST FOR 238.05 FEET TO THE EAST LINE OF WEST STREET;

THENCE ON THE EAST LINE OF WEST STREET AND NORTH 276TH STREET THE FOLLOWING SEVEN (7) COURSES;

1. THENCE NORTH 01°41'05" EAST FOR 181.17 FEET;
2. THENCE NORTH 10°01'56" WEST FOR 180.92 FEET;
3. THENCE NORTH 00°06'41" EAST FOR 302.35 FEET;
4. THENCE NORTH 12°07'59" EAST FOR 101.95 FEET;
5. THENCE NORTH 00°42'53" WEST FOR 104.44 FEET;
6. THENCE NORTH 88°52'43" WEST FOR 19.57 FEET;
7. THENCE NORTH 00°07'02" EAST FOR 667.04 FEET TO THE POINT OF BEGINNING.

CONTAINS 14.194 ACRES