



SPRING CREEK ASSOCIATION  
401 FAIRWAY BLVD.  
SPRING CREEK, NV 89815  
775-753-6295

Web-site: [www.springcreeknv.org](http://www.springcreeknv.org)







## **NOTICE**

### **SPRING CREEK ASSOCIATION REPRESENTATIVES HAVE A RIGHT TO VERIFY COMPLIANCE WITH HOMEOWNER ASSOCIATION RULES AND REGULATIONS.**

You have purchased property within the Spring Creek Association, a limited-purpose common interest community. The Spring Creek Association Board of Directors grants the Spring Creek Association (SCA) Committee of Architecture (COA) the authority to enforce the Spring Creek Association Declaration of Reservations and the Committee of Architecture Rules and Regulations.

Please be advised that an employee or authorized representative of Spring Creek Association may review your property for compliance with the DORs and the COA rules and regulations. They may also confirm various permitting for livestock, buildings, right-of-way work, fencing, weeds, home occupations and other required permitting areas. This process may and will include taking photographs of homeowner's property depicting violations in accordance with the said rules and regulations above. You will be contacted through courtesy correspondence as to the violation observed and the process for resolving non-compliance issues.

For a copy of the Declaration of Reservations or the Committee of Architecture Rules and Regulations, please contact the Spring Creek Association at (775) 753-6294 or on the website at [www.springcreeknv.org](http://www.springcreeknv.org).

Thank you



# QUICK REMINDERS FOR NEW PROPERTY OWNERS

- ☐ HOA ASSESSMENTS ARE DUE BY THE 10<sup>th</sup> OF EACH MONTH
- ☐ A \$10.00 LATE FEE IS APPLIED AT 30 DAYS PAST DUE
- ☐ ADDITIONAL LATE FEES FOR EACH MONTH PAST DUE THEREAFTER
- ☐ UNPAID LATE FEES WILL INCUR LATE FEES
- ☐ WE HAVE ONLINE PAYMENT AVAILABLE ON OUR WEBSITE
- ☐ PLEASE LIKE US ON FACEBOOK AND USE OUR UPDATED WEBSITE FOR INFORMATION
- ☐ WE ARE A HOMEOWNER'S ASSOCIATION , NOT A CITY OR COUNTY
  - PLEASE READ YOUR DECLARATION OF RESERVATIONS
  - PLEASE READ YOUR COA RULES AND REGULATIONS.
- ☐ OHV'S ARE ALLOWED ON SPRING CREEK ASSOCIATION ROADS.  
(SPECIFIC RULES ARE INCLUDED IN THIS PACKET)
- ☐ PERMITS ARE REQUIRED TO BUILD ANY STRUCTURES OR FENCES
- ☐ PERMITS ARE REQUIRED FOR SPLIT HOOVED LIVESTOCK
- ☐ LIVESTOCK/HORSES ARE NOT ALLOWED IN 106A, B, C, or D TRACTS
- ☐ PLEASE KEEP YOUR TRASH CONTAINED/PICKED UP
- ☐ PLEASE KEEP YOUR WEEDS MOWED
- ☐ PLEASE DO NOT LET YOUR DOGS RUN LOOSE OR BECOME A NOISE NUISANCE



## **OHV OPERATION – SPRING CREEK ASSOCIATION**

***The Spring Creek Association Board of Directors voted to allow OHV's on Spring Creek Association roads. There are specific rules associated with this passage noted below. Elko County Sheriff's office will issue citations or tickets similar to any other traffic infringement if these are violated.***

### **OPERATOR REQUIREMENTS:**

All operators of OHV's shall follow all requirements of NRS 490.090 through 490.130, Elko County Code Title 8, & any additional Spring Creek Association regulations.

### **OVERVIEW:**

1. A maximum speed limit for every OHV of 15 miles per hour when the vehicle is within 500 feet of any residential home or neighborhood which is the majority of roads in Spring Creek, that distance being measured from the OHV to the nearest point of the lot or parcel of such home or neighborhood. This applies all ATV's, Dirt bikes, Dune Buggy's, Golf Carts, ATV's, Snowmobiles etc.
2. No more than the approved number of occupants per vehicle per manufacturer's recommendation and design.
3. Operation of any OHV shall only occur between the hours of sunrise and sunset, unless the operation of the OHV occurs in the non-residential areas of SCA. If the operation is after sundown, the vehicle must have legal lighting to permit night time use.
4. Any OHV on SCA roadways shall use headlamps and tailed lights even during daytime hours.
5. It is recommended that any OHV should be equipped with a "whip" six feet in height.
6. Valid insurance is required for vehicles.
7. All traffic laws apply to OHV use on public roads. (speed limits, hand signals, stop signs, DUI, etc.)
8. Ensure that the registration of the OHV is attached to the vehicle in accordance to state laws.
9. Wears proper head protective gear for all passengers.
10. The operator of the OHV MUST possess a valid driver's license. This is the case for anyone who drives any vehicle on a public road.
11. To the fullest extent possible, OHV's shall be operated only on the outer edge of the streets and roads and shall not be operated on sidewalks. Please do not ride directly on the edge of the pavement as this will break off road edges causing additional damage and reconstruction of roads.
12. OHV's in the Spring Creek Association are still BANNED FROM OPERATING ON GREENBELTS, AMENITIES, PARKS, OR ANY OTHER PRIVATE PROPERTY OWNED BY SCA. This will be considered trespassing and further legal action will be taken. The exception is OHV's on the dirt roads at the SCA Campground and Shooting Range area.

### **SPECIFIC REQUIREMENTS (Reference NRS 490.120):**

1. At least one headlamp that illuminates objects at least 500 feet ahead of the vehicle;
2. At least one tail lamp that is visible from at least 500 feet behind the vehicle;
3. At least one red reflector on the rear of the vehicle, unless the tail lamp is red and reflective;
4. A stop lamp on the rear of the vehicle; and
5. A muffler which is in working order and which is in constant operation when the vehicle is running.

References: Elko County Code 8.2.3, 8.2.4; Elko County Ordinance No. 2014-09; NRS 490.090; NRS 490.100; NRS 490.105; NRS 490.110; NRS 490.120; NRS 490.125; NRS 490.130

[http://www.sterlingcodifiers.com/codebook/index.php?book\\_id=569](http://www.sterlingcodifiers.com/codebook/index.php?book_id=569)

[http://www.elkocountynv.net/boards/commissioners/09\\_2014.pdf](http://www.elkocountynv.net/boards/commissioners/09_2014.pdf)

<https://www.leg.state.nv.us/NRS/NRS-490.html>





### **Good Neighbor Practices**

Our rural community is under the civil governance of Elko County. Along with Elko County codes and policies, we encourage all members to simply be a good neighbor. Such things such as controlling dogs (barking and running at-large), keeping weeds and trash under control, and obeying speed limit signs on our roads will do much to build a welcoming, safe, and attractive home for everyone.

### **Where Do My Association Dues Get Spent?**

Association dues go directly to helping maintain roads, snow removal, the amenities and more. The Association receives no funding from sales taxes, property taxes, or state or federal funds. The Spring Creek Association (SCA) uses the majority of dues to fund the roads and road maintenance, about 47%. The Association cares for about 150 miles of paved or chip-sealed roads.

### **I Have Concerns About My Water Rate.**

The Spring Creek Association is aware that there is a growing concern of the Spring Creek membership in regards to water and water rates. Our Association has put together a volunteer Water Committee whose focus is to establish water conservation practices, communication to Great Basin Water Company and the Public Utilities Commission regarding any issues, and to ultimately try and help reduce the burden to our membership.

Complaints about your water? Call PUCN at 775-753-4437 or Bureau of Consumer Protection: 702-486-3132.

### **VERY IMPORTANT BILLING INFORMATION, PLEASE READ**

1. **Payment coupons** are provided to all property owners in November or December for the following year. **IF YOU HAVE NOT RECEIVED NEW COUPONS BY JANUARY 1<sup>ST</sup> AND STILL OWN THE PROPERTY, PLEASE CONTACT US TO BE PROVIDED A DUPLICATE SET.** You may make an annual payment or monthly payments, whichever you prefer. If you are paying more than one month at a time, please be sure you pay at the beginning of that time period, not at the end, to avoid late charges. You may have received coupons with this letter, if so you will need to pay according to the coupons, if not, please check with us to make sure that your fees are paid. **ONLINE PAYMENT IS NOW AVAILABLE – VISIT SPRINGCREEKNV.ORG TO SIGN UP.**

2. **The SCA Assessment fees effective January, 2023 are \$72.00 per month per lot or \$864.00 per year per lot. Assessment payments are due by the 10<sup>th</sup> of each month.** Accounts become delinquent when not paid in full by the 10<sup>th</sup> of the following month and are charged a **late fee of \$10.00.** The late charge becomes part of the total balance due. **Also, as of January 1, 2016, there will be a \$2.50 fee per credit or debit card transaction.**

While we do not send monthly statements, **delinquent notices** are mailed monthly. The notice indicates past due amount, present month due, applied late charge on the amount 30 days past due to equal the total amount still due for the month. Late fees left unpaid do result in additional late charges. **Yes, late fees cause more late fees when left unpaid.** Owners with delinquent accounts are not entitled to use of the amenities until accounts are brought current. Payments received apply to the oldest assessments and late charges until the account is current.

3. **To assure that your mail reaches you in a timely manner, be sure our office has a valid mailing address.** The inability to deliver mail may result in late charges.

4. A **check returned** by the bank as “non-negotiable” for any reason is subject to a \$40.00 charge. We do not redeposit checks returned by the bank to avoid additional bad check charges should the check be returned again.

5. **If you have a question** regarding your account, please contact the office. We are more than willing to go over the account and/or provide you with a payment history. It is possible for us to make an error and we will gladly double check our records. If a cleared check is in question, we need copies of both the front and back sides of your canceled check/s.

401 Fairway Blvd.  
Spring Creek, Nevada 89815  
Web: [www.springcreeknv.org](http://www.springcreeknv.org)



Phone: (775) 753-6295  
Fax: (775) 753-9539  
e-mail: [frontdesk@springcreeknv.org](mailto:frontdesk@springcreeknv.org)

Dear New Property Owner,

Welcome to Spring Creek and membership in the Spring Creek Home Owners Association. This letter is provided to make you aware of important information and responsibilities that come with being a property owner and member of the Spring Creek Association (SCA).

**Please stop by the office located at 401 Fairway Blvd to pick up your new property owner packet and property owner cards. Property owner cards will be required to gain access to Association amenities. A packet is available that provides you with all of the deed restriction information, rules and regulations, list of amenities, and other valuable information about the SCA. Information can also be found on our website at [www.springcreeknv.org](http://www.springcreeknv.org). Office hours are Monday-Friday, 8am-5pm.**

#### **Board of Directors**

The Spring Creek Board of Directors is elected by property owners to govern the Association. The Board meets at regular monthly meetings to discuss and vote on SCA business and to hear from members of the public. These meetings are held the 4th Wednesday of every month at the office, 401 Fairway Blvd. Meetings generally begin at 5:30 p.m. and notices of meeting agendas are posted regularly at the Spring Creek Association Office, Horse Palace, Khoury's Fresh Market, Country Club Shell Station, Khoury's Market Place and our website; [www.springcreeknv.org](http://www.springcreeknv.org). Your input is welcomed and we encourage you to attend.

#### **Committee of Architecture**

The COA's main purpose is to provide for a high standard of property maintenance and construction within the Association. **Please note that plans for any structural alterations, additions, fences, etc. need to be submitted to the COA for approval before you submit your plans to Elko County Building Department.** Learn more about policies and rules at [www.springcreeknv.org](http://www.springcreeknv.org).

#### **Spring Creek Recreation & Amenities**

The Association owns and maintains a variety of recreational amenities for your use. These amenities include the Spring Creek Golf Course, Horse Palace, Marina, Trap & Skeet and several sports fields. Access to all SCA Amenities requires a homeowner access card or pin number. All properties must be in good standing with the SCA to avoid any holds. For more information, please visit our website.

#### **Weather & Roads**

All SCA Parkways and secondary roads are maintained by the Association road department. Operators from this crew performs snow removal during the winter and routine maintenance projects throughout the construction season, culminating in the August "Chip Seal" project. For our snow removal policy, please review the information in your packet. As a reminder, please do not push snow across or on the road from your property. Report a road issue by calling the Association at 775-753-6295.

#### **ATV's, Motorcycles and OHV's**

The Spring Creek Association Board of Director's voted to allow OHV's on Spring Creek Association roads. There are specific rules associated with this passage which can be found on our website at [www.springcreeknv.org](http://www.springcreeknv.org). Elko County Sheriff's Office will issue citations or tickets similar to any other traffic infringement if these are violated.

#### **Livestock Information**

Please be advised that there are restrictions in some area Tracts that DO NOT allow livestock. Please read your Tract DOR's for these and any other restrictions.

3. When plowing is required, the first priority is the major arterials such as parkways followed then bus routes. Only after these are finished can we begin plowing secondary roads. When it is still snowing or the wind is causing drifting, our priorities remain on the parkways and bus routes.
4. Chip seal is very thin and not as durable as asphalt. We plow as much as the conditions will allow. We frequently encounter enough accumulation that the plows can't get to the pavement even on the parkways.
5. Because each storm is different, we evaluate all four tracts to determine where resources are needed most. Trucks are generally assigned to each tract, but we may have more than one piece of equipment in the worst areas.
6. We focus on getting all roads passable and, when time permits, we go back through all the roads to widen them, clean out cul-de-sacs and clear intersections. This is the "clean up" portion of our efforts. The "first pass" is generally completed within two days for an average storm. Going back through to widen roads, clean cul-de-sacs and intersections can take anywhere from a week to three weeks depending on the number of storms and the accumulation of snow. We appreciate your patience.
7. During blizzards and periods of high winds and drifting snow, we may suspend snow removal if conditions indicate that snow removal is futile, wasting operator time and equipment resources.
8. The temperature during and after storms dictates what we can get done. Freezing temperatures limit the amount of snow removal that we can do. When snow turns to ice, it is very difficult to remove. Even sanding can be a waste of time if the temperatures are too cold since the sand will just blow off when a car goes over it. We are using a new product to help in these areas and hope for positive results.
9. The plows cannot clean private driveways. Driveway entrances may get blocked with snow when the plows come by, and we understand this is a frustration not only of the community here but around the Country. With almost 5,400 lots, picking up the plow each time is not feasible.
10. Storms rarely occur during normal work hours. Most of the time, we must work around the clock which means two employees working nights to keep the parkways open and the rest of the crew working days. Each work 12 hour shifts initially and they work every day until we have things under control. When the situation calls for it, other personnel qualified to assist are called in to help and if necessary and funding is available contractors are called in.

**We truly appreciate your patience as we clear the roads safely this Winter. Please contact us with any questions or concerns you may have.**

## **Spring Creek Association Snow Removal**

The SCA has a five man roads department and five trucks with plows. SCA also contracts with outside snow removal vendors when their help is needed so that we do not employ a roads person year round when they are only needed during snow removal to save on costs. Spring Creek encompasses almost 25 square miles with 150 miles of road. To put this in perspective, there are about 25 miles of parkways that need four passes to complete, in turn about 100 lane miles on just the parkways. That leaves 125 miles of other roads which take at least two passes, in turn about 250 lane miles with plows able to run between 10-20 miles an hour depending on conditions. Also remember, when there is heavy snow, these main roads and parkways may need to be repeated. We also have the roads to our amenities, parking lots, schools, mailboxes, etc. Add to that the time it takes to reload with salt and sand, time to fuel their trucks and travel to the area they are assigned and you can understand why it takes time to get the roads cleared.

When it snows, the road crews work 12 hour shifts split between nights and days. They frequently get called in after they have already put in a day's work. When conditions warrant, they work right through weekends and holidays to keep the roads clear and open. It is not at all uncommon for the crew to work two weeks without a day off, many of the days are 12 hour days.

Equipment breakdowns may prevent us from using a full crew at all times. Almost all of our equipment is 20+ years old so you can imagine the issues we face each and every storm.

### **What can you do during a snow event?**

1. If possible, do not travel on the roads during a storm. Wait until the roads have been cleared.
2. When you have to travel on snow-covered roads, drive slowly and use caution.
3. Do not attempt to drive through deep snow drifts.
4. If you have the choice, use four wheel drive vehicles rather than two-wheel drives.
5. If you do get stuck, try to get your vehicle removed as soon as possible. Call us if we can help.
6. Do not park on the roads. This prevents the plows from getting the roads cleared.
7. If a storm is severe enough for school to be closed, please keep children out of and away from the roads.
8. Do not push snow from your driveway into the roads or across the road. When snow is pushed onto the road and across the road but remains in the path of a snow plow, it can injure drivers and severely damage plows. It is a major jolt when trucks hit a frozen pile of snow.

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## **Snow Removal Policy**

We hope the following snow removal policy will provide you with information on our snow removal procedures in an effort to curtail any issues.

1. We generally do not plow the roads until there is an accumulation of 2 or more inches of snow. Anything less than 2 inches may or may not require sanding depending on the conditions.
2. We normally sand intersections, steep roads and the parkways. If conditions warrant it and we have the supply, we will sand all roads as time permits; however, there are times when sanding isn't indicated.

6. **Please reference your account number** on all payments. This is especially important if you are using an on-line bank payment or submitting payment without a coupon. It is also important if you own more than one lot, to provide coupons or account numbers for each account you are paying for. It is fine to submit one check for multiple accounts but please let us know how the payment is to be applied.

7. **Nonpayment of assessments, late charges, and other fees will eventually result in referral to our attorney for collection.** Please call the office and make arrangements to catch up your account before incurring legal costs and fees which the property owner is also responsible for paying.

8. It is up to the buyer and/or seller to provide **property title information** to our office. If you **change ownership** please provide us with documentation. We continue billing the last known owner until we receive verification of a change of ownership. When we receive title change information, we will issue coupons for the balance of the year to the new owner of the property. There is a **\$200.00 Initial Assessment/Title Transfer** charge to new owners at the time of title change.

Please note the **Elko County property taxes** are separate and in addition to the SCA assessments. Property tax bills are mailed to you by the Elko County Treasurer, 571 Idaho St, Elko, NV 89801. If you have a property tax question contact the treasurer at the above address or phone 775-738-5694

Please note that our water provider, **Great Basin Water**, is a separate entity from the **Spring Creek Association**. They may be reached at 775-753-4437.

**If the above information does not answer your questions, please contact us at (775)753-6295. We will do our best to answer all your questions and assist you in any way possible with your account.**

#### **Important Phone Numbers**

**Spring Creek Association: 775-753-6295**

**Great Basin Water: 775-753-4437**

**NV Energy (Electric): 775-834-4444**

**Sheriff Dispatch & Animal Control: 775-777-7300**

**Elko County: 775-738-3421**

#### **Events**

**Spring Creek Family Rodeo: April**

**Take Pride Day: April**

**Take a Kid Fishing: May (Saturday of Mother's Day Weekend)**

**Family Movie Night: June, July and October**

**Annual Meeting: June**

**4<sup>th</sup> of July Celebration: July 4<sup>th</sup> Parade on Spring Creek Parkway at 10 AM; Lake of Fire Fireworks Show beginning at dark.**

**Trunk or Treat: October 31<sup>st</sup>**

#### **Reporting Issues or Concerns**

Have an issue? Questions? Concerns? Contact the Association office at 775-753-6295, email [frontdesk@springcreeknv.org](mailto:frontdesk@springcreeknv.org) or Find us on Facebook and send us a message.





**COMMITTEE  
OF  
ARCHITECTURE**

**RULES AND REGULATIONS**

**COA ADOPTED – January 1, 2015  
REVISED – February 8, 2021  
REVISED – March 22, 2023**

## Table of Contents

<b>COA Definitions .....</b>	<b>3</b>
<b>COA Enforcement of DORs / COA Rules and Regulations .....</b>	<b>5</b>
General Purpose (1) .....	5
Procedure for Enforcement (2) .....	5
Notice of Non-Compliance (3) .....	5
<b>COA Rules and Regulations .....</b>	<b>6</b>
Scope of Rules and Regulations (1).....	6
Materials and Practices Not Allowed (2).....	6
Special Applications (3).....	6
Accessory Structures (4).....	6
Accessory/Auxiliary Placement/Setbacks/Number of (5) .....	6
Metal Storage Containers (6).....	6
Guesthouses (7).....	6
Off-Street Parking, Garages and Carports (8).....	6
Culverts, Roads, Driveways, and ROWS (9).....	7
Right-of-Way Storage and Parking (10).....	7
Travel Trailers/Motorhomes (11) .....	7
Inoperative / Unregistered /Unlicensed Vehicles (12).....	7
Exterior Condition of Structures (13) .....	7
Trash Containers/ Trash Enclosures (14).....	7
Auxiliary Outdoor Lighting (15) .....	7
Fences and Walls (16).....	7
Windmills (17).....	8
Auxiliary Structures (18) .....	8
Excessive Brush / Weeds or Dead Trees / Shrubs, Noxious Weeds (19).....	8
Fairway Easements (20).....	8
Right-of-Way / Easements (21) .....	8
Chickens / Ducks / Geese / Rabbits (22) .....	8
Livestock / 4-H / FFA Projects (23) .....	8
Domestic Animals / Dogs / Cats (24) .....	9
Nuisance (25).....	9
Repetitive Nuisance Violations (26).....	9
Using a Lot / Parcel for Storage (27) .....	9
Door-to-Door Commercial Solicitations (28).....	9
Home Occupation Permit (29) .....	9
Commercial Business Permit (30) .....	9
Work Performed in Right-of-Ways (31).....	9
Explicit Use of OHVs, ATVs, and/or Motorcycles for Recreational Purposes Specific to Homeowners (32).....	10
Signs, Advertising, Banners, and Flags (33).....	10
Home Occupation(s) (34) .....	10
<b>Modular Home Requirements .....</b>	<b>11</b>
<b>Manufactured Home Requirements.....</b>	<b>11</b>
<b>Variances/Zone Changes / Conditional Use Permits / Boundary Line Adjustments .....</b>	<b>12</b>
<b>Guide for Plan Approval.....</b>	<b>12</b>
<b>COA Spring Creek Lot Zoning by Tract.....</b>	<b>13</b>



## **COA DEFINITIONS:**

Unless it is apparent from the context that another meaning is intended, the following words when used herein shall have the meaning attached to them when used in the COA Rules and Regulations. If a word is not clearly defined, words and terms defined within the County Codes and/or Uniform Building Codes (UBC), National Fire Protection Association (NFPA), or the International Building Code (IBC) will prevail.

**ABANDONED VEHICLE:** Any vehicle or part of thereof which is either: (a) A vehicle over which the registered owner has relinquished all further dominion and control; or (b) A vehicle which is inoperative under conditions indicating the owner has no intention of restoring the vehicle to operating condition. A vehicle without a valid registration currently in effect will be presumed to be an abandoned vehicle.

**ACCESSORY STRUCTURE/BUILDING:** A structure or building which is subordinate to, and the use of which is incidental to the main structure/building/home or principal use on the same lot.

**ACCESSORY USE:** A use incidental and subordinate to the principal use of the premises.

**AUXILIARY STRUCTURE:** Anything constructed or built, an edifice or building of any kind or any piece of work artificially built up or composed of parts joined together in some defined manner.

**AGENT:** The word "agent" as used in this Code shall mean a person acting on behalf of another.

**BOARD:** The word "Board", unless otherwise indicated, shall mean the Spring Creek Association Board of Directors located in Spring Creek, Nevada.

**BOUNDARY FENCE:** Fences that follow the property line between neighboring properties and/or public lands.

**BUILDING/STRUCTURE HEIGHT:** The vertical distance from the average finished ground level of the site to the highest point of the building or structure.

**CHICKEN COOP(S):** Any structure where, typically, female chickens or other fowl are kept. Usually has an indoor area where the chickens or other fowl and sleep and nest.

**CHICKEN TRACTOR:** is a movable chicken coop lacking a floor. Chicken tractors may also house other kinds of poultry. Most chickens' tractors are a lightly built A-frame which one person can drag about the yard.

**COA:** Committee of Architecture, as appointed through the Spring Creek Declaration of Reservations, also may be referred to as "Committee".

**CODE:** The word "Code" shall mean the County Code of the County of Elko, and amendments thereto.

**COUNTY:** The word "County" shall mean and refer to the County of Elko, State of Nevada.

**DOCUMENT:** This word "document" refers to the contents of the COA Rules and Regulations, including print and electronic versions.

**EMPLOYEES:** Whenever reference is made in this document as employee by title only, this shall be construed as though followed by the words "Spring Creek Association".

**FEE:** The word "fee" as used in this document, shall mean a sum of money charged by the Spring Creek Association and/or the Committee of Architecture for the carrying on of a business, profession, or occupation.

**FISCAL YEAR:** The fiscal year for the Spring Creek Association shall begin January 1 of each year and end December 31 of each year.

**GREENHOUSE:** Any of several different types of heated glass or plastic covered structures used for the growing of plants.

**HOMEOWNER:** The person/persons whose name(s) appears on the title of record and/or registered with the Clerk of Elko County as the owner of said property. This term is interchangeable with Property Owner and/or Owner.

**INOPERATIVE/UNREGISTERED/UNLICENSE VEHICLE:** Any vehicle which does not possess a current valid license plate and registration sticker, or which is in a wrecked, discarded, dismantled, inoperative or abandoned condition, unsightly and is not in a condition where it may be used on a public highway.

**KNOWINGLY:** The word "knowingly" imports only a knowledge that the facts exist which bring the act or omission within the provisions of this document. It does not require any knowledge of the unlawfulness of such act or omission.

**LICENSE:** The word "license" as used in this Code shall mean the permission granted for the carrying on of a business, construction, profession, occupation, or event.

**LIVESTOCK:**

**METAL STORAGE CONTAINERS:** Storage use of semi-trailers, with axles removed, delivery boxes, and prefabricated steel container boxes, such as Con-ex vans and sea vans. These shall be considered structures and shall meet the same requirements as accessory structures.

**NEGLIGENT:** The word "negligent", as well as "neglect", "negligence" and "negligently" imports a want of such attention to the nature of probable consequences of the act or omission as a prudent man ordinarily bestows in acting in his own concern.

**NUISANCE:** The word "nuisance" shall mean anything offensive or obnoxious to the health and welfare of the inhabitants of the Spring Creek Association and/or County; or any act or thing repugnant to or creating a hazard to or having a detrimental effect on the property of another person or to the Spring Creek Association and/or County.

**OCCUPANT:** The word "occupant" applied to a building or land shall include any person who occupies the whole or any part of such building or land whether alone or with others.

**OFFENSE:** The word "offense" shall mean any act forbidden by any provision of this document or the omission of any act required by the provisions of this document

**OFFICIAL TIME:** Pacific Standard Time shall be the official time for the transaction of the Spring Creek Association and the Committee of Architecture business, except during applicable daylight savings time set by National or State standards, when the official time shall be advanced one hour.

**OPERATOR:** The word "operator" as used in this document shall mean the person who is in charge of any operation, business, or profession.

**OWNER:** The word "owner" applied to a building or land shall include any part owner, joint owner, tenant in common, joint tenant or lessee of the whole or of a part of such building or land. This term is interchangeable with Homeowner and/or Property Owner.

**PERMIT:** An official document giving someone authorization or consent to do something, provide an opportunity or scope for (something) to take place or make possible.

**PERMIT DOCUMENT:** The permit requirements, permit specifications, and the actual permit.

**PERSON:** The word "person" shall mean any natural individual, firm, trust, partnership, association, or corporation in his or its own capacity or as administrator, conservator, executor, trustee, receiver, or other representative appointed by the court. Whenever the word "person" is used in prescribing a penalty or fine as applied to partnerships or any such word as applied to corporations, shall include the officers, agents, or employees thereof who are responsible for any violation of said Section.

**PERSONAL PROPERTY:** The term "personal property" shall include every description of money, goods, chattels, effects, evidence of rights in action and all written instruments by which any pecuniary obligation, right or title to property is created, acknowledged, transferred, increased, defeated, discharged, or diminished and every right or interest therein.

**POLITICAL SIGNS:** A sign, banner or flag that expresses support for or opposition to a candidate, political party, or ballot question in any federal, state, or local election or any election of an association.

**PROPERTY OWNER:** The word "property owner" applied to a building or land shall include any part owner, joint owner, tenant in common, joint tenant or lessee of the whole or of a part of such building or land. This term is interchangeable with Homeowner and/or Owner.

**RABBIT HUTCH:** A cage (usually made of wood and wire mesh) for rabbits or small animals.

**RETAILER:** The word "retailer" as used in this Code, unless otherwise specifically defined shall be understood to relate to the sale of goods, merchandise, articles, or things in small quantities direct to the consumer.

**SETBACKS:** See "YARDS"

**SIGNS/NAME PLATES:** Displays for the purpose of identification or authorization. See County Building Codes for more information.

**STATE:** The word "State", unless otherwise indicated, shall mean the State of Nevada.

**STREET:** The word "street" shall include roads, cul-de-sacs, alleys, lanes, courts, boulevards, public squares, public places, and sidewalks.

**TENANT:** The word "tenant" applied to a building or land shall include any person who occupies the whole or any part of such building or land whether alone or with others.

**WILLFULLY:** The word "willfully" when applied to the intent with which an act is done or omitted, simply implies a purpose or willingness to commit the act or make the omission referred to. It does not require any intent to violate law, or to injure another, or to acquire an advantage.

**WRITTEN, IN WRITING:** The terms "written" or "in writing" may include printing and any other mode of representing words and letters, but when the written signature of any person is required by law to any official or public writing or bond required by law, it shall be in the proper handwriting of such person, or in case he is unable to write, by his proper mark.

**YARD: (Setbacks)**

(1) In order to secure minimum basic provision for light, air, privacy and safety from fire hazards, every building hereafter constructed shall be upon a lot which provides for the yards specified for the district or tract in which it is located, and the following shall control

(2) A space on the same lot with a building or structure which is open and unobstructed.

**Front:** An area extending across the front of the lot between the main building and the front lot line, depth of the required front yard to be measured horizontally from the nearest part of the main building toward the nearest point of the front lot line.

**Side:** An area between a main building or home and the side lot line, extending from the front yard, or front lot line to the rear yard; width of the required side yard to be measured horizontally from the nearest point of the side lot line toward the nearest part of the main building

**Rear:** An area extending across the full width of the lot between the main building and the rear lot line; depth of the required rear yard to be measured horizontally from the nearest part of the main building toward the nearest point of the rear lot line.

**YARD FENCE:** Fences that are set back more than 20ft, from the property line. Must maintain a repeatable pattern and aesthetic value from all property lines.

## **COA ENFORCEMENT OF DOR'S AND COA RULES AND REGULATIONS**

- 1. GENERAL PURPOSE:** The COA shall actively promote compliance with the DORS/COA Rules and Regulations by educating property owners, public officials, and local real estate brokers of the requirements. The Committee is to provide for the maintenance of a high standard of architecture and construction in such manner as to enhance the aesthetic properties and structural soundness of the developed tract. However, the burden is upon the property owners to know and understand the applicable rules and regulations governing the COA. The Committee shall determine whether the conditions contained in this Declaration are being complied with.
- 2. PROCEDURE FOR ENFORCEMENT:** The COA shall consider of the DOR's/COA Rules and Regulations that are reported to the COA in the following ways:
  - A phone, e-mail, or written complaint by a Spring Creek Association property owner.
  - A report of non-compliance by a member of the COA.
  - A report of non-compliance by an SCA employee.
  - Verbal complaints may be made by property owners during the "Comments by General Public" portion of the BOD and/or COA meetings.
- 3. NOTICE OF NON-COMPLIANCE:** In the event that any COA Member or the COA Secretary determines that there is a property not in compliance with the DOR's, COA Rules and Regulations and/or any other policies, permits, applications or additional regulations of the Association, the COA Secretary shall then commence with a three (3) letter process to the property owner as recorded in the SCA documents/system as follows:
  - The 1<sup>st</sup> letter will list the observed violation(s) and set a limit of thirty (30) calendar days within which to correct the violation(s) or contact the SCA COA Secretary to decide on a plan to correct the violation(s)
  - If the property continues to be in violation after the thirty (30) calendar days expires, then a 2<sup>nd</sup> letter will be sent with a set limit of fifteen (15) calendar days within which to correct the violation(s) or contact the SCA/COA Secretary to decide on a plan of action
  - If the property continues to be in violation when the fifteen (15) calendar days expires then a 3<sup>rd</sup> letter will be sent with a set limit of ten (10) calendar days within which to correct the violation(s) or contact the SCA/COA Secretary to decide on a plan of action to correct the violations

If the property remains in violation at the conclusion of the ten (10) days, the property owner will be sent a 4<sup>th</sup> letter by certified mail indicating the property violations will be placed on the COA's next regular meeting agenda for further consideration or referral to the SCA BOD. At this time, the \$250.00 fine, per violation not to exceed \$1,000.00 total for all violations inclusive, may be imposed and a \$35 per month fee may also be applied for each month the property remains in violation. Should the SCA BOD decide to forward the violations to legal counsel, the property owner will be liable for all legal fees. **4.12.22**

## COA RULES AND REGULATIONS

### 1. SCOPE OF RULES AND REGULATIONS

These COA Rules and Regulations have been adopted by the COA as authorized in the DOR's (Page 3). These Rules and Regulations are supplemental to the DOR's. Therefore, please refer to the Master DOR's as well as the tract specific DOR's and the following Rules and Regulations.

Changes to the COA Rules and Regulations manual shall become effective only after public reading at two (2) regular COA meetings, there after approved by the Committee at the second (2nd) meeting.

**2. MATERIALS AND PRACTICES NOT ALLOWED:** The following list contains materials, practices, or uses, not allowed within the Spring Creek Association which are in addition to those specifically set forth in the DOR's or are otherwise prohibited or restricted by federal, state, or local laws, rules, or regulations:

- The use of any motorized vehicles is prohibited on all Spring Creek Association owned property including greenbelts.
- Major maintenance/repair of vehicles in the yard/driveway. Automobile repair shops are not allowed except in specifically zoned areas per County Zoning requirements.
- Mobile homes located on property for storage.
- Tires with or without wheels for fencing or roof weights.
- Overhead fuel storage containers
- Galvanized (silver color) roofing and siding.

**3. SPECIAL APPLICATIONS:** Applications for the following items must be placed on a COA meeting agenda for approval:

- Livestock/4H/FFA Projects
- Signs
- Property Boundary Line, Conditional Use, Zoning changes, and Variances.

**4. ACCESSORY STRUCTURES:** Accessory structures, including membrane structures, must be aesthetically pleasing to the property and require a permit from the SCA. Any structure over 200 SQ feet requires a permit from Elko County as well. Greenhouses over 32 SQ feet and of solid or membrane construction require a permit through the SCA. Extensive garden structures not taller than 4 feet at the highest point do not require a permit. Storage sheds/buildings are required to have a finished appearance, including appropriate trim elements. Sheds that have exterior surface treatments are acceptable as long as they are maintained and permitted through the SCA.

**5. ACCESSORY / AUXILIARY PLACEMENT / SETBACKS / NUMBER OF:**

**PART A:** No accessory/auxiliary structures are allowed in front of the house and accessory/auxiliary placement must adhere to property line setback requirements unless a variance is requested and approved by the COA.

**PART B:** Accessory/Auxiliary structures must have a setback of 15 feet from other structures on the property.

**PART C:** The number of accessory/auxiliary buildings can be limited by COA based on factors such as: plot/topographic map detail, acreage available, number of existing structures on property, livestock, pictures, or other limiting factors.

**6. METAL STORAGE CONTAINERS:** Storage use of semi-trailers, with axles removed, delivery boxes, and prefabricated steel container boxes, such as Con-ex vans and sea vans to be considered for approval by the COA shall meet the same requirements as accessory structures. They will be painted to match that of the existing color of the primary dwelling on the property or an aesthetically pleasing color of which coincides with the surrounding landscaping. They can only be used for storage, cannot be stacked on top of each other, converted into shops, or be used as a residence or dwelling. They will be considered a single structure and must meet all setbacks and other requirements per the DOR's and COA Rules and Regulations.

**7. GUESTHOUSES:** No guesthouse can exceed 500 square feet and cannot contain any type of cooking facilities. (I.e., a stove or oven). This constitutes two (2) separate residences on a single residential lot which is not allowed in any Zoning description under County Zoning requirements. Guesthouses shall meet the same requirements as accessory structures. Guest houses or "Mother-In-Law" quarters are not to be rented.

**8. OFF-STREET PARKING, GARAGES AND CARPORTS:** The following minimum requirements must be met for off-street parking and any garages or carports.

- Parking space requirements must be completed prior to occupancy.
- Two (2) covered off-street parking spaces for any residence. All new home plans require a minimum 2 car garage.
- Other structures (barns, shops, etc.) of equivalent size may be substituted if converting an existing garage to living space.

- This regulation does not apply to lots zoned for manufactured (mobile) homes, Tract 201 and 202.
9. **CULVERTS, ROADS, DRIVEWAYS AND ROW'S:** Minimum twelve (12) inch culvert is required for each vehicular access point to a SCA road. You must obtain a permit through the SCA COA. All items within the Right-of-Way permit must be met or the permit will be revoked. Please contact the COA Secretary at the SCA office for information about requirements.
  10. **RIGHT-OF-WAY STORAGE AND PARKING:** On-the-street parking, storage of property on the right-of-way or similar action is not allowed and will be reported to Elko County as an abandoned vehicle or abandoned property.
  11. **TRAVEL TRAILERS/MOTORHOMES:** Personal use of or renting a travel trailer or motorhome as a residence on any lot is prohibited. A visitor of a property owner who has a house on the property may temporarily stay in a travel trailer/ motorhome on the lot for a maximum of two (2) consecutive weeks without prior approval. If at any time an extended stay is expected, the property owner must obtain prior approval from the COA before a visitor can stay in a travel trailer/motorhome on a lot for longer than two (2) consecutive weeks. A travel trailer or motorhome may be used as a temporary living quarters on a newly developed lot ONLY during the construction timeframe and ONLY by the property owner and/or contractor.
  12. **INOPERATIVE / UNREGISTERED / UNLICENSED VEHICLES:** Any vehicle which does not possess a current valid license plate and current registration sticker; or a vehicle which is in a wrecked, discarded, dismantled, inoperative or abandoned condition; or any vehicle that is unsightly; or any vehicle that is not in a condition where it may be used on a public highway is not allowed and is a violation. Lack of a current valid license plate and with a current registration sticker, or an expired registration sticker upon viewing, shall be presumptive evidence that the vehicle is not in compliance with this rule. If a vehicle has a valid license plate and registration, but does not meet the other requirements of this section, it must be stored out of sight and covered as provided herein.
    - Vehicles which do not meet the requirements of this rule should preferably be stored in a permanent structure with a foundation such as a garage, carport, lean-to, or shop.
    - If these structures are not feasible the vehicle may be placed behind the residence out of view of all public right-of-ways behind a fence.
    - If storage of a vehicle that does not meet the requirements of this rule is not enclosed in a structure; one (1) vehicle may be stored on the property with a properly fitting vehicle-specific manufactured car cover which must be properly and continuously secured to the vehicle.
  13. **EXTERIOR CONDITION OF STRUCTURES:** All structures on any lot shall be maintained in a condition of reasonable repair as determined by the SCA COA.
  14. **TRASH CONTAINERS / TRASH ENCLOSURES:** Trashcans or trash containers cannot remain at the street longer than 12 hours before and after pick-up. Trash must **ALWAYS** be contained within the trashcan or container. The storage of trash and their containers, boxes, bags, open trailers; homemade or manufactured, empty or filled; or other items that shall in appearance detract from the aesthetic values of the property, shall be so placed and stored concealing it from view from all public right of ways. 2.8.21
  15. **AUXILIARY OUTDOOR LIGTHING:** All outdoor lighting shall have a clear purpose and shall be subject to the following requirements: (1) No outdoor auxiliary light shall exceed twenty (20) feet if secondary to the primary resident structure. (2) No outdoor light shall be directed towards any neighboring properties, and the light should not extend beyond the owner's property line. (3) All outdoor lighting shall be directed downward or in a manner that does not trespass onto a neighboring property. (4) All outdoor lighting shall be shielded or limited so that it does not interfere or cause a nuisance to neighboring property owners (i.e. shining directly into neighbor's windows). (5) Any outdoor lighting that is excessively bright, in which the light causes a nuisance to any neighboring properties may be treated as a nuisance pursuant to these rules and regulations. **Revised 3.13.23**
  16. **FENCES AND WALLS:** Spring Creek Association is bordered by active ranching boundaries; therefore, the barbed wire fence surrounding the Association is the property of the Association and cannot be cut or removed for any reason. Property owners who have a Spring Creek boundary fence bordering their property are responsible for its care and maintenance. Any Property owner who has an SCA boundary fence and the fence is cut or has been taken down could be subject to a fine if it is not repaired regardless of when it occurred.

Fences are identified separately as boundary fences and yard fences.

**Boundary Fences:**

    - Fences that follow the property line between neighboring properties or public land.
    - Barbed wire fencing is not allowed except on properties bordering active ranching boundaries.
    - Must not exceed: Six (6) feet in height.
    - Shall not be raised by increasing the natural landscape unless the area adjusted runs the entire length of that side of the property line and the land that is being raised is a consistent width of 35' deep.
    - Shall maintain a repeatable pattern preferably for the entire length of the property.

**Yard Fences:**

- Fences that are set back more than 20 ft. from the property line.
- May follow boundary fence regulations but may deviate in fence material and exceed boundary fence height restrictions.
- Must maintain a repeatable pattern and aesthetic value from all property lines.

Fences for gardens, dog runs and small farm animals that do not exceed a length of 50 ft. on one side do NOT need to be approved by the COA as long as they are not boundary or yard fences.

All fences will be approved by the COA prior to construction and a post inspection will be done once the fence is complete. The following are needed for fence permits:

- Application
- Detailed drawing of how the fence will look.
- Plot plan showing where on the property fence will be placed.
- List of materials that will be used for the fence.

- 17. WINDMILLS:** The construction of windmills falls under Electric Power in the DOR's. Windmills cannot exceed twenty (20) feet in height, nor can the windmill diameter exceed five (5) feet.
- 18. AUXILIARY STRUCTURES:** All utility poles and other auxiliary structures are to be limited to twenty (20) feet in height with the exception of FCC licensed antennas that are placed or constructed on the property with the approval of the Committee of Architecture. All Commercial Utilities such as (i.e.) Power, Water, Telephone, Internet, or Television Cable will remain underground as of June 12, 2018. Ground mounted Solar Arrays are considered an auxiliary structure and require a permit prior to construction.
- 19. EXCESSIVE BRUSH/WEEDS OR DEAD TREES/SHRUBS, NOXIOUS WEEDS:** All structures must have a minimum clearance of fifty (50) feet void of excessive weeds, brush materials. Weeds over 12" in height and all noxious weeds on any part of the property regardless of percentage covered are considered excessive. All noxious weeds shall be removed. Dead trees and/or shrubs are considered unsightly and shall be removed from the property. Noxious weeds shall be promptly removed from any lot, developed or undeveloped. The most common noxious weeds in this area are: Hoary Cress, several varieties of Thistle and Spotted Knapweed. A complete list can be found at: [http://agri.nv.gov/Plant/Noxious\\_Weeds/Noxious\\_Weeds\\_List/](http://agri.nv.gov/Plant/Noxious_Weeds/Noxious_Weeds_List/). **NRS 555.150 Control of noxious weeds by owner or occupant of land.** Every railroad, canal, ditch or water company, and every person owning, controlling or occupying lands in this State, and every county, incorporated city or district having the supervision and control over streets, alleys, lanes, rights-of-way, or other lands, shall control all weeds declared and designated as noxious as provided in [NRS 555.130](#) in any manner specified by and whenever required by the State Quarantine Officer.
- 20. FAIRWAY EASEMENTS:** Fencing and/or structures are not permitted in the fairway easements. There shall be no landscaping of any type on the Fairway Easements without prior approval from the Spring Creek Association Greens Superintendent or authorized designee.
- 21. RIGH-OF-WAY EASEMENTS:** The easement area between the street and front or side property line of any lot that borders the road/street is the responsibility of the property owner to maintain. This area is to be kept clear of weeds/brush. These areas are designated utility easements; therefore, all lot owners must understand landscaping this area is at your own risk.
- 22. CHICKENS / DUCKS / GEESE / RABBITS:** These are considered "barnyard animals". They are allowed in all tracts for personal use only. Roosters are allowed. They are not to be kept, bred, or maintained for commercial purposes and are not to be kept in quantities which create an annoyance or nuisance to the neighborhood. An example of these numbers is: Chickens – not in excess of 20 hens of layer age, there is no restriction on roosters, ducks/geese – not in excess of 5 females and 1 male, and rabbits not in excess of 4 does and 1 buck. Free ranging is allowed provided that all animals are contained to the limits of your own property so as not to become a nuisance to surrounding property owners. Chicken/Rabbit "hutches" or chicken "tractors" do not require a building permit; however, large, shed style structures, 32 square feet or larger and taller than 4 feet in height, used as "coops" or "shelters" DO require an SCA building permit. Chicken coops are to be of typical construction. Inoperative vehicles, camper trailers, or similar items are not allowed to be used as "Chicken Coops".
- 23. LIVESTOCK / 4-H / FFA PROJECTS:** Split-Hoof Livestock and other livestock such as Llamas, Alpacas and Buffalo are permitted on most SCA lots with prior approval of a Livestock Permit Application from the COA. Livestock is NOT permitted in Tracts 106A, B, C or D surrounding the vicinity of the Golf Course. Permanent livestock placement must have a structure to house the animals and be properly fenced and must not be in front part of yard. The following are the setbacks that are considered for placement.
  - 60 ft. from front property line, 20 ft. from side property line, 30 ft. from rear property line, 35 ft. from any permanent dwelling and 15 ft. from any other structures not intended for housing animals.
  - Temporary grazing is allowed for up to two weeks in most tracts if used for weeing control. Proper fencing is required at all times to enclose livestock.
  - Animals are available on a temporary basis on all portions of the property, including setbacks, for day use if properly



fenced and must return to their main area at night.  
**The COA has the discretion to vary from these rules as circumstances arise.**

- 24. DOMESTIC ANIMALS / DOGS / CATS:** Dogs and cats shall be kept within the limits of the property by means of an enclosure, suitable carrier/kennel, or fenced/enclosed yard so as to not become a nuisance. Dogs, cats, or other household pets may not be kept, bred, or maintained for commercial purposes and are not to be kept in quantities which create an annoyance or nuisance to the neighborhood, or which would interfere with the enjoyment, comfort, privacy, health, or safety of other property owners. Reports of any of the above will be considered a "Nuisance" and will be handled as stated under the "Nuisance" rule. It is against Elko County Code 7-2-6 to allow dogs to run at large, any loose dogs or cats are to be reported to Animal Control (775)777-7300, and then to SCA (775)753-6295.
- 25. NUISANCE:** Anything which is injurious to health, or indecent and offensive to the senses, or an obstruction to the free use of property, so as to interfere with the comfortable enjoyment of life or property; or anything obnoxious to the health and welfare of the inhabitants of SCA; or any act or thing repugnant to or creating a hazard to or having a detrimental effect on the property of another person or to SCA shall be considered a nuisance especially between the hours of 10:00 pm and 7:00 am. Examples of nuisances include but are not limited to: loud and repeated noise, activities generating large amounts of dust such as excessive ATV activity, and excessive barking or howling of dogs. All Nuisance Complaints will be evaluated on a case-by-case basis. A complaint regarding such a nuisance may be made to the SCA COA by any person whose property is injuriously affected or whose personal enjoyment is lessened by the nuisance. When an alleged nuisance has been reported the COA shall then place the item on an agenda to determine whether the alleged nuisance constitutes an actual nuisance which should be abated. The Association DOES NOT get involved with any civil disputes or neighbor vs. neighbor issues, these issues are to be reported to the Elko County Sheriff via Dispatch at 777-7300.
- 26. REPETITIVE NUISANCE VIOLATIONS:** Repetitive violations of the same or similar conduct within a twelve (12) month period will be considered "Repetitive Nuisance Violations" and will be processed as a continuation of the original complaint. Should a matter appear three (3) times on a COA agenda within a twelve (12) month period for the same or similar conduct, the matter will automatically be referred to the BOD and requested to be referred to legal for injunctive relief.
- 27. USING A LOT/PARCEL FOR STORAGE:** Storage of personal property, equipment, trailers, vehicles, etc. is not allowed on any undeveloped lot, unless a shop, pole barn or similar storage building that has been approved by the Committee of Architecture is constructed for storing such items, so they are not visible from any public right of ways, or neighboring or adjacent property.
- 28. DOOR-TO-DOOR COMMERCIAL SOLICITATIONS:** Spring Creek Association prohibits door-to-door commercial solicitations of any kind, including sales, promotions, and general solicitations. This rule is not applicable to political, religious, and local fundraising organizations.
- 29. HOME OCCUPATION PERMIT:** Effective April 11, 2017, all home-based occupations within Spring Creek Association may apply for a permit with the Spring Creek Association office. Please refer to <http://www.springcreeknv.org/applications---permits.html> for a description of what is considered a Home Occupation, application, and a list of benefits for applying with SCA.
- 30. COMMERCIAL BUSINESS PERMIT:** Effective April 11, 2017, all commercial businesses within Spring Creek Association will be required to obtain a commercial business permit with the Spring Creek Association office. Please refer to <http://www.springcreeknv.org/applications---permits.html> for an application and fee schedule. Any commercial business established prior to April 11, 2017, will have until August 30, 2017, to complete an application. All initial applications will be approved at a Committee of Architecture meeting, thereafter, renewed annually by January 31<sup>st</sup> at the SCA Office. SCA will send out a reminder notice in December, however; it is the business owner's responsibility to renew the permit prior to January 31<sup>st</sup> each year. Failure to renew may result in penalties as indicated on the application form. Non-profit groups with proof of 501(c) status (ex: Girls Scouts, Boy Scouts, etc.) and garage sale not exceeding one (1) occurrence per quarter are excluded from these requirements.
- 31. WORK PERFORMED IN RIGHT-OF-WAYS:** Whether work in the right-of-ways is performed by a Licensed Contractor or an individual property owner, it is their responsibility to make sure the right-of-way or easement is left in good condition. Mud or debris will not be left to remain on the roadways, nor is parking on the road edge allowed. If reported to or reviewed by the COA that this has been done the following procedures will apply.
1. Courtesy Notice
    - a. Email with read receipt & send letter in mail giving 10 days to bring into compliance.
    - b. Document email and letter in file.
    - c. Date to fix and review with pictures.
    - d. If violation is not rectified within 10 working days the next step will be taken.
  2. Certified Letter
    - a. Pictures
    - b. Prior Communications
    - c. Fine Imposed

d. No more work until COA meeting.

f. Must define steps to mitigate in the future.

**\* Each individual property would be fined separately\***

**32. EXPLICIT USE OF OHVs, ATVs, AND/OR MOTORCYCLES FOR RECREATIONAL PURPOSES WITHIN THE SPRING CREEK ASSOCIATION SPECIFIC TO HOMEOWNERS:** OHVs, ATVs and/or Motorcycles may be used for recreational purposes on a homeowner's property. The developing, building or construction of dirt mounds, hills, jumps or ramps or creating a track for the explicit use of riding OHVs, ATVs, and/or Motorcycles, are restricted to the rear of the house. Developed riding areas are **NOT** allowed in front or on the sides of houses. Placement must adhere to all property line setback requirements designated for their tract, lot, and block. Riding areas must have a setback of 15 feet from other structures on the property. Property owners will be held liable for any fire or other damages and/or costs, as a result, of developed riding areas. Property owners are required to mitigate dust and noise which create an annoyance or nuisance. Property owners are subject to nuisance complaints.

**33. SIGNS, ADVERTISING, BANNERS, AND FLAGS:** The displaying of any sign, advertising structure, billboard, banner, or flag shall comply with the following:

1. No sign or advertising structure shall be erected or allowed to remain on any lots improved or unimproved except as expressly provided in the "Uses Permitted" paragraph of the Declaration of Reservations applicable to the particular type of land use area involved and approved by the Committee of Architecture.
2. No sign or nameplate for a residence shall exceed three (3) square feet in size.
3. Anything which is injurious to health, impedes traffic, contains offensive, indecent, or vulgar language, or obstruction to the free use of property is prohibited.
4. Posting of signs, advertising, banners, or flags are not allowed in the Right-of-Ways or easements.
5. United States Flags are permissible on all properties.
6. Political Signs: Property owners have the right to exhibit political signs in certain areas with conditions and limitation on exercising of those rights.
  - a. All political signs exhibited must not be larger than 24 inches by 36 inches.
  - b. All political signs exhibited are subject to any applicable provisions of law governing the posting of political signs. (Including the length of time the sign can be posted.)

**34. HOME OCCUPATION(s):** A Home Occupation(s) is a use other wise allowable by law which is incidental to the primary residential purpose, and which does not change the residential character of the premises. A Home Occupation Permit application must be approved by the Committee of Architecture.

**WORKING FROM HOME:** A resident of a home who is working from home for a third-party employer, or self-employed, which tasks generally involved utilizing a computer, telephone and/or other similar devices, with no foot traffic from customers/clients shall not be considered a home occupation and shall not require a home occupation permit.

**CHARACTERISTICS OF A HOME OCCUPATION:** A home occupation generally has the following characteristics:

No sign or advertising structure shall be erected or allowed to remain on any lots improved or unimproved except as

1. The home occupation is conducted in the home or an auxiliary structure on the premises.
2. At least one permanent resident of the home is working at the home occupation and no more than three (3) nonresidential employees are working at the home occupation at any given time.
3. The home occupation does not generate pedestrian or vehicular traffic greater than that normally found in the area and does not cause excessive noise, odor, dust, or smoke on a continuous basis.
4. Is not a use that is permissible in a Commercial Zoning Designation or as a Conditional Use for the zoning district for which the premises is located as defined by the Spring Creek Association Declaration of Reservations. **8.8.21**



## **MODULAR HOME REQUIREMENTS**

**EFFECTIVE ON SEPTEMBER 13, 2016** – Spring Creek Association will NO LONGER issue permits for Modular/Manufactured homes to be placed in any tract other than Tract 200. Modular/Manufactured homes must follow these requirements.

1. **ROOF PITCH:** A modular home must have no less than a 5:12 roof pitch so as to have the appearance of an aesthetically acceptable stick-built home.



2. **DIMINISH MARRIAGE SEAM:** A modular home must be of such a design as to diminish the visible aspect of a parting (marriage) seam, so as to have the appearance of an aesthetically acceptable stick-built home.
3. **NEVADA STATE STAMP:** The original Nevada State Stamp (UBC/IRC “wet” stamp) is required on all modular house plans prior to the COA approval.
4. **PERMENANT FOUNDATION REQUIRED:** A modular home must be placed on a permanent foundation, meeting Elko County Building Code, for such structures. Further, axles, wheels, or other impediments used in the delivery of the modular home, must be removed from the property at the time the units are installed.
5. **EXTERIOR OF HOME:** The finished exterior of the modular home must have the appearance of an aesthetically acceptable stick-built home.
6. **TIMELINE TO PLACE HOME ON FOUNDATION:** The arrival of a modular home will not be permitted until the foundation is ready to accept the home. Thirty (30) working days will be allowed to place the home on the foundation.

## **MANUFACTURED HOME REQUIREMENTS**

1. **REMOVAL OF EXISTING HOME:** The existing home must be removed from the property within thirty (30) days of set up of the replacement home.
2. **SKIRTING:** Manufactured homes must be skirted within thirty (30) days of set up. Skirting materials of a manufactured mobile home must be durable or in an appearance compatible with the manufactured home.
3. **AGE OF MANUFACTURED HOME:** The maximum age of a manufactured home to be placed on a Spring Creek Association lot is 10 years. In order for the COA to consider a variance to the ten (10) year rule, the applicant must provide a statement from a licensed professional (i.e. realtor or a contractor) stating that the “effective age” due to exterior improvements is less than ten (10) years, and at least four (4) current dated photos of the exterior of the home from all sides. The manufactured home must have been built to H.U.D. Code Specifications which were implemented in June of 1976. A manufactured home must also meet all other appearance guidelines of the COA.

## **GUIDE FOR PLAN APPROVAL**

- \_\_\_\_\_ Dimensions of house, manufactured or modular home, accessory buildings, fences, etc.
- \_\_\_\_\_ Front, side, and rear setbacks of all structures from property lines.
- \_\_\_\_\_ Septic tank and leach field location.
- \_\_\_\_\_ Water meter location.
- \_\_\_\_\_ Underground power and telephone location.
- \_\_\_\_\_ Name, mailing address, phone number, and signature of property owner.
- \_\_\_\_\_ Name, mailing address and phone number of contractor.
- \_\_\_\_\_ Legal descriptions (tract, block, and lot numbers) and street address of lot. This information can be obtained from the SCA office.
- \_\_\_\_\_ Manufactured homes – four (4) current dated photographs of front, sides, and rear of home to be placed on lot.
- \_\_\_\_\_ Manufactured homes - Verification that home is NOT OVER ten (10) years old.
- \_\_\_\_\_ Elevations, showing height, width, and length of all sides of the structure.
- \_\_\_\_\_ Type of construction (wood frame, log, steel, etc.). Also include finish appearance (stained, painted, color for approval of accessory structures to match home, etc.)
- \_\_\_\_\_ No landscaping of any type on the Fairway Easements without prior approval from the SCA Greens Superintendent.
- \_\_\_\_\_ Fees: As per posted fee schedule.

### **COA PROCEDURE FOR APPLYING FOR VARIANCES, ZONE CHANGES, CONDITIONAL USE PERMITS OR BOUNDARY LINE ADJUSTMENTS**

1. **APPLICATION PROCESS:** A completed application must be submitted to the COA at least thirty (30) days prior to the meeting at which the request will be heard. The property owner and/or his/her agent, with a notarized "Affidavit of Representation", will be required to attend the meeting to answer questions. The application shall include detailed plans and specifications of the proposed construction and the reason behind the need for the change. The COA shall require a fee based on the posted fee schedule.
2. **NOTICE REQUIRED:** In the event the COA determines that any other property owners will be affected by the requested exception or variance the COA shall:
  - Notify all surrounding property owners stating the applicant's request for exception or variance, giving those ten (10) days within which to report their opinion of the proposed exception or variance.
  - At the COA's meeting at which the request is to be acted upon the COA shall hear all interested property owners and/or their agents, with a notarized "Affidavit of Representation", prior to deciding on the request for exception or variance.
3. **DISCRETION OF COA:** The COA, in each instance, will determine whether or not the request is necessary or would in any way detract from the appearance of the vicinity.
4. **ZONING CONSIDERATION:** In making any decision to grant or deny a change of zoning the COA shall be guided by the following factors:
  - Whether the zoning sought is consistent without the comprehensive zoning plan or is inconsistent with uses to which the rest of the district is zoned.
  - Whether the change appears to be for the public good or for the sole benefit of the private interest of the property owner without regard to the community welfare.

## 5. APPEALS OF COA DECISIONS:

Pursuant to COA decisions regarding Boundary Line Adjustments, Zoning Changes, Variances or Conditional Use Applications, Nuisance Violations or Home Occupations:

- Any member of Spring Creek Association aggrieved by a decision made regarding any of the above stated decisions by the Spring Creek Association Committee of Architecture may appeal the decision within thirty (30) days of the date the Committee of Architecture made its final decision, to the Board of Directors of the Spring Creek Association, unless the subject of the appeal is a direct violation of the SCA DOR's or the COA Rules and Regulations.
- The Notice of Appeal shall be filed with the Corporate Secretary of Spring Creek Association.
- The Notice of Appeal shall be in writing and shall specify the grounds for the appeal.
- A **non-refundable fee of \$250.00 will be due and payable** at the time the appeal is filed.
- Forms shall be available at the Spring Creek Association office.

### COA SPRING CREEK LOT ZONING BY TRACT

TRACT	# OF LOTS	ZONING
101	276	Parcels A thru C are zoned "OS". All other lots are zoned "AR".
101A	70	Parcels A and B are zoned "OS". All other lots are zoned "AR".
102	309	Lots 28 thru 30 inclusive and Lot 80 of Block 10; Lots 28 thru 30 inclusive of Block 12 are zoned "C2". Lots 31 thru 40 inclusive of Block 10, Lots 14 thru 27 of Block 12, Lots 17 thru 24 inclusive of Block 13 are zoned "R2". Parcels A thru D are zoned "OS". Remaining lots are zoned "AR".
103	319	Parcels A thru D are zoned "OS". Lot 33 of Block 3 zoned "C-1" ( <i>app. 10/2011</i> ) all other Lots are zoned "AR".
104	60	Parcel A is zoned "OS". All other lots are zoned "AR".
105	78	Parcel A is zoned "OS". All other lots are zoned "AR".
106A	240	Lots 5 thru 10 inclusive of Block 2 are zoned "C2". Lots 2 thru 13 inclusive of Block 1; Lots 1 thru 4 inclusive, Lots 11 thru 15 inclusive, and Lots 35 thru 51 inclusive in Block 2; and Lot 1 thru 5 inclusive of Block 5 are zoned "R2". Lots 52 thru 67 inclusive of Block 2; Lots 5 thru 16 of Block 4 and Lots 20 thru 49 inclusive of Block 5 are zoned "R1-2". Remaining lots are zoned "AR". Parcels A thru D inclusive are zoned "OS". <b><u>No horses or stock animals are allowed in this tract.</u></b>
106B	282	Parcel A thru I are zoned "OS". All other lots are zoned "AR". <b><u>No horses or stock animals are allowed in this tract.</u></b>
106C	109	Lots 1 thru 6 inclusive of Block 1 are zoned "R2". All other lots are zoned "AR". <b><u>No horses or stock animals are allowed in this tract.</u></b>
106D	42	Lots 1 thru 31 inclusive of Block 1 are zoned "C1". Lot 2 of Block 2 is zoned "C2" ( <i>app. 02/2010</i> ). Lot 3 inclusive of Block 2 and Lot 2 of Block 4 are zoned "C3". Lots 1 of Block 5 is zoned "R2". All other lots are zoned "C2". Parcels A, C, and D are zoned "OS". Parcel B is zoned "Common Commercial Area". <b><u>No horses or stock animals are allowed in this tract.</u></b>
107	99	All lots are zoned "AR".
107A	11	All lots are zoned "AR".
109	139	Parcels A thru T are zoned "OS". All other lots are zoned "AR".
		Lots 1 thru 5 inclusive of Block 6, Lots 1, 2 and 5 inclusive of Block 8 and Lots 1 thru 12, inclusive of Block

201	312	4 are zoned "C2" ( <i>app. 03/1980-2006</i> ). Lots 3 and 4 of Block 8 are "C1" ( <i>app. 06/1988</i> ). Remaining lots are zoned "AR". Parcels A thru F are zoned "OS".
202	1157	Parcels A thru BB are zoned "OS". All other lots are zoned "AR".
301	120	Parcels A and B and Lot 1 Block 1 are zoned "OS". All other lots are zoned "AR".
303	34	Parcels A thru C are zoned "OS". All other lots are zoned "AR".
304	215	Parcels A thru F are zoned "OS", except for Parcel D which is zoned "A". All other lots are zoned "AR".
305	28	All lots are zoned "AR".
401	522	Parcels A thru N are zoned "OS". All other lots are zoned "AR".
402	568	Parcels A thru T are zoned "OS". All other lots are zoned "AR".
403	430	Parcels A thru R and Parcels T thru Z, and Parcels AA thru EE are zoned "OS". Lots 1 thru 5 inclusive of Block 18 and Lots 7 thru 11 inclusive of Block 25 are zoned "C2". All other lots are zoned "AR". Parcel S is zoned "AA".
		A = Agricultural Recreational
		AR = Agricultural Residential
		R1-2 = One Family/Two Family Residence District
		R2 = Multiple Residential District
		C1 = General Commercial and Retail, Group 1
		C2 = Highway Services & Commercial, Group 2
		C3 = Administrative-Professional Offices, Group 3
		OS = Open Space

## **Declaration Of Reservations**



**SPRING CREEK ASSOCIATION**  
401 Fairway Blvd.  
Spring Creek, NV 89815

**This Declaration of Reservations is applicable to each and every tract when incorporated by reference.**

**SPRING CREEK**  
**DECLARATION OF RESERVATIONS**  
**TRACT 101**  
**COUNTY OF ELKO, NEVADA**

**TRUST NO. 25**

**THIS DECLARATION**, made this 8th day of April, 1971, by CATTLEMEN'S TITLE GUARANTEE COMPANY, a Nevada Corporation, having a principal office at Elko, Nevada, (hereinafter referred to as the "Declarant") who holds the land hereinafter referred to as Trustee, for the benefit of Spring Creek Corporation, a Nevada Corporation, having its principal place of business in Elko, Nevada.

**WHEREAS**, the Declarant is the owner of that certain Tract No. 101, Spring Creek, County of Elko, Nevada, as per map thereof recorded as File No. 59342, records of said County, and

**WHEREAS**, the Declarant intends to sell, dispose of or convey from time to time all or a portion of the lots in said Tract No. 101 above described, and desires to subject the same to certain protective reservations, covenants, conditions, restrictions (hereinafter referred to as "Conditions") between it and the acquirers and/or users of the lots in said Tract.

**NOW, THEREFORE**, Declarant hereby certifies and declares that it has established and does hereby establish a general plan for the protection, maintenance, development and improvement of said Tract, and that:

**THIS DECLARATION** is designed for the mutual benefit of the lots in said Tract and Declarant has fixed and does hereby fix the protective conditions upon and subject to which all lots, parcels and portions of said Tract and all interest therein shall be held, leased, or sold and/or conveyed by the owners or users thereof, each and all of which is and are for the mutual benefit of the lots in said Tract and of each owner thereof, and shall run with the land and shall inure to and pass with each such lot and parcel of land in Said Tract, and shall apply to and bind the respective successors in interest thereof, and further are and each thereof is imposed upon each and every lot, parcel or individual portion of said Tract as a mutual equitable servitude in favor of each and every other lot, parcel or individual portion of land therein as the dominant tenement, and in favor of Declarant.

### **COMMITTEE OF ARCHITECTURE**

**DECLARANT** shall appoint a Committee of Architecture hereinafter sometimes called "Committee" consisting of five (5) persons. Declarant shall have the further power to create and fill vacancies on the Committee and/or to assign to others the duties delegated to the Committee.

**IT** shall be the general purpose of this Committee to provide for the maintenance of a high standard of architecture and construction in such manner as to enhance the aesthetic properties and structural soundness of the developed Tract.

**THE COMMITTEE** shall be guided by and, except when in their sole discretion good planning would dictate to the contrary, controlled by these Reservations. The Committee shall make available a copy of these said Reservations to any and all lot owners upon request.

**THE COMMITTEE** shall determine whether the Conditions contained in this Declaration are being complied with.

**THE COMMITTEE** may adopt reasonable rules and regulations in order to carry out its duties.

**THE COMMITTEE** shall adopt reasonable rules and regulations for the conduct of its proceedings and may fix the time and place for its regular meetings and for such extraordinary meetings as may be necessary, and shall keep written minutes of its meetings, which shall be open for inspection to any lot owner upon the consent of any one of the members of said Committee. Said Committee shall by a majority vote elect one of its members as chairman and one of its members as secretary and the duties of such chairman and secretary shall be such as usually appertain to such offices. Any and all rules or regulations adopted by said Committee regulating its procedure may be changed by said Committee from time to time by majority vote and none of said rules or regulations shall be deemed to be any part or portion of said Covenants.

### **SAID CONDITIONS ARE AS FOLLOWS:**

That all of the lots in this Tract, EXCEPT Parcels A thru C inclusive shall be designated as "AR" - AGRICULTURAL-RESIDENTIAL DISTRICT and shall be improved, used, and occupied in accordance with the provisions set forth under "AR" - AGRICULTURAL-RESIDENTIAL DISTRICT of this Declaration.

Parcels A thru C inclusive, shall be designated and remain "OS" - OPEN SPACE DISTRICT and shall be improved, used, and occupied in accordance with the provisions set forth under "OS" - OPEN SPACE DISTRICT of this Declaration.

The Committee of Architecture shall require not less than eight hundred (800) square feet in the dwelling portion of any residence exclusive of carport, garage, covered porches, contiguous patios, etc.

**DECLARANT** reserves the right to convey and/or dedicate rights of way and easements for public utilities, television and/or communication cables, and drainage purposes over a five foot strip of land within and along all side and rear lot lines of each and every lot, except as to all commercial zoned lots or parcels, and except as to any such easement along such side or rear lot lines as shown on the recorded map, together with the privilege to assign this right at any time, in Declarant's sole discretion, to Spring Creek Corporation, or its successors or assigns. This right shall run with the land for the time herein provided and as may be extended.

**IN THE EVENT THAT ANY OF THE PROVISIONS OF THIS DECLARATION CONFLICT WITH ANY OF THE SECTIONS OF ELKO COUNTY ZONING ORDINANCE NO. 1968-D, AND ANY AMENDMENTS THERETO, AS APPLICABLE TO THIS TRACT, THE MORE RESTRICTIVE OF THE TWO SHALL GOVERN.**

#### **A. IMPROVEMENT STANDARDS**

1. No building, including farm structures of any kind, fence, patio, or other structure shall be erected, altered, added to, placed, or permitted to remain on said lots or any of them or any part of any such lot until and unless the plans showing floor areas, external design, structural details, and the ground location of the intended structure along with a plot plan indicating the location of the sewage disposal system have been first delivered to and approved in writing by the Committee. The Committee may require a reasonable fee prior to checking or appraising said plans. On commercial structures submitted for approval, this Committee may require changes, deletions, or revisions in order that the architectural and general appearance of all such commercial buildings and grounds be in keeping with the architecture of the neighborhood and such as not to be detrimental to the public health, safety, general welfare of the community in which such use or uses are to be located. All residential, commercial and industrial structures shall conform to the requirements of the Uniform Building Code (Short Form), as published by the International Conference of Building Officials, current edition, and the requirements of the National Electrical Code, as published by the National Fire Protection Association, current edition, as a guide to sound construction and electrical installation practices and the Elko County Building Department, whichever are the more restrictive.

2. Notwithstanding any other provisions of this Declaration of Reservations, it shall remain the prerogative and in the jurisdiction of the Committee to review applications and grant approvals for exceptions to this Declaration. Variations from these requirements and, in general, other forms of deviations from these restrictions imposed by this Declaration may be made when and only when such exceptions, variances and deviations do not in any way, detract from the appearance of the premises, and are not in any way detrimental to the public welfare or to the property of other persons located in the vicinity thereof, all in the sole opinion of the Committee and in compliance with the requirements of the Elko County Planning Commission.

3. The designated maximum building height and minimum yard requirements may be waived by the Committee, when in their opinion, such structures relate to sound architectural planning and conform to the over-all design and pattern of the development and in conformance with the requirements of the Elko County Planning Commission.

#### **B. DEFINITIONS**

All definitions when used in this Declaration or any supplemental Declaration unless the context shall otherwise provide, shall have the same meaning as the definitions set forth in the current Elko County Zoning Ordinance No. 1968-D or as amended.

#### **C. LAND USE AREAS – GENERAL**

The following provisions shall be applicable to all property regardless of classification:

1. **Advertising:**  
No sign, advertisement, billboard or advertising structure of any kind shall be erected or allowed on any of the unimproved lots, and no signs shall be erected or allowed to remain on any lots improved or unimproved except as expressly provided in the "Uses Permitted" paragraph applicable to the particular type of land use area involved, provided, however, that a temporary permit for signs for structures to be sold or exhibited may be first obtained by application to the Architectural Committee. The Architectural Committee may approve the location of these signs within the front setback of the lot.
2. **Air Conditioning Units:**  
No air conditioning unit, evaporative cooler, or other object other than a television or radio antenna shall be placed upon or above the roof of any dwelling or other building except and unless the same is architecturally concealed from view pursuant to plans submitted to and approved by the Committee of Architecture, and then only wherein the sole determination of the Committee of Architecture the same is not aesthetically objectionable, and is otherwise in conformity with the over-all development of the Community.
3. **Animals-Livestock & Domestic:**  
No livestock will be permitted in the "R" zones of this Declaration. No livestock, other than



horses where permitted, shall be allowed without first having received the approval of the Committee of Architecture. Domestic animals such as dogs, cats, or other household pets may be kept provided they are not kept, bred, or maintained for any commercial purposes and are not kept in quantities which create an annoyance or nuisance to the neighborhood. Owners shall confine domestic animals to the limits of their property.

4. Building Exterior:

The exterior portions of all buildings shall be painted or stained immediately upon completion or shall have color mixed in the final structural application, so that all such materials shall have a finished appearance.

5. Clothes Lines:

Clothes lines shall be installed so as not to detract from the aesthetic value of the property and shall be so placed to be concealed from view from all public right of ways.

6. Easements:

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded map. Within these easements, as well as those otherwise reserved herein, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

7. Ecological Control:

Under no circumstances shall the owner of any lot or parcel of land disturb the natural soil, trees, or grasses unless the owner immediately thereafter, constructs improvements thereon, or paves or gravels or re-plants such disturbed areas, with ground cover approved by the Committee of Architecture.

8. Electrical Power:

No source of electrical energy shall be brought to the property or used upon the property until the Committee of Architecture has approved plans and specifications for the erection of approved improvements upon any lot.

9. Natural Flowing Springs or Creeks:

Under no circumstances shall any owner of any lot or parcel of land be permitted to obstruct, dam, or in any way divert water from a naturally flowing spring, creek, or irrigation ditch.

10. Nuisances:

No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

11. Occupancy of Structures:

No structure shall be occupied or used for the purpose for which it is designed or built until the same shall have been substantially completed and a certificate to the effect shall have been issued by the Committee of Architecture.

12. Plumbing:

All structures shall have complete and approved plumbing installations before occupancy. Such plumbing shall conform to the requirements of the Uniform Plumbing Code as published by the International Association of Plumbing & Mechanical Officials, current edition, as a guide to sound plumbing practices.

13. Sewage Disposal Systems:

Where approved for such use, the design and construction of all individual sewage disposal systems shall be installed in compliance with health requirements of the local, county, or district health

department. Size, design, and location of all individual systems shall be shown on the building plot plan.

14. Storage of Materials:

In any building project, respecting a particular lot, during construction and during the period of sixty (60) days after completion, a lot may be used for the storage of materials used in the construction of the individual buildings in the project and for the contractor's temporary offices. Including chemical toilets. Said construction period shall not exceed one hundred twenty (120) days, unless specifically approved by the Committee of Architecture.

15. Storage of Tools and Trash:

The storage of tools, landscaping instruments, household effects, machinery or machinery parts, boats, trailers, empty or filled containers, boxes or bags, trash, materials, or other items that shall in appearance, detract from the aesthetic values of the property, shall be so placed and stored to be concealed from view from all public right of ways. Trash for collection may be placed at the street right of way line on regular collection days for a period not to exceed twelve hours before pick up. Storage of junk, old inoperative un-licensed cars and other unsightly objects on any lot or parcel is expressly prohibited.

16. Temporary Buildings:

No temporary buildings, including tents, shacks, shanties or other structures shall be erected or placed upon any lot and no temporary buildings including basements, cellars, tents, shacks, shanties, garages, barns or other temporary out-buildings or other similar structures shall at any time be used for human habitation. Notwithstanding the foregoing, a trailer may be used as a residence of the lot owner and his family or by a contractor during construction by or for such owner of a permanent residence, but only after a certificate in writing has been issued by the Committee of Architecture for such use and then only after the said Committee of Architecture shall have approved plans and specifications for the erection of the said permanent residence. In no event shall such trailer be allowed to remain on any such lot for longer than 180 days.

17. Unnatural Drainage:

Under no circumstances shall any owner of any lot or parcel of land be permitted to deliberately alter the topographic conditions of his lot or parcel of land in any way that would change the natural course of drainage to the detriment of any adjoining property or public right-of-way.

18. Use of Premises:

A person shall not use any premises in any land use area, which is designed, arranged or intended to be occupied or used for any purpose other than expressly permitted in this Declaration or in compliance with Elko County Zoning Ordinance whichever is more restrictive.

19. Wells:

No person shall be permitted to drill a well in those areas presently supplied with an existing piped domestic water distribution system or wherein such a system will be constructed within the four (4) year period commencing upon date of recordation of the particular map wherein such area is located pursuant to an agreement between Declarant, its sole beneficiary or the assignee thereof, and a bona fide utility. In any other areas, the lot owner shall be permitted to drill a well upon receiving approval from the Spring Creek Corporation or its assignee and complying with requirements of the governing agency.

**D. USE AND MAINTENANCE OF COMMON RECREATION AREAS**

1. Certain designated parcels and access roads within the area known as Spring Creek shall be owned, improved, operated and maintained by the Declarant or its sole beneficiary, or the assignee thereof, hereinafter for convenience designated the "Company", and all such parcels, together with the recreational facilities and road improvements situated or to be constructed thereon, shall be set aside for the common use and enjoyment of the owners, lessees, contract purchasers or other proper occupants of the lots situated in this tract and all future tracts within the boundaries of Spring Creek as defined in Exhibit "A" of this Declaration of Reservations. Subject to the provisions hereinafter set forth, each person or entity who owns a fee interest in all

or part of any lot in Spring Creek, or who is the lessee of any such owner, or who has entered into an agreement to purchase any such lot in Spring Creek, shall have the right to share equally in the use and enjoyment of said parcels, access roads, and recreation facilities, herein called the Common Recreation Facilities. The Company may establish, maintain and enforce such written rules and regulations for the use of the Common Recreation Facilities as it may, from time to time, deem appropriate. Copies of such rules and regulations shall be made available to all of such lot owners, lessees, and contract purchasers.

2. By entering into an agreement to acquire a lot in Spring Creek, or by accepting conveyance of any such lot, the contract purchaser or owner of each lot agrees to pay to the Company, as compensation for the privileges herein granted, such amount as may be assessed ratably against said contract purchaser or owner by the Company each month. The assessments shall be uniform against all lots without regard to the extent of use or non-use of the Common Recreation Facilities by the owner, lessee, contract purchaser or occupant of any lot. The aggregate amount assessed per lot shall not at any time exceed \$144.00 per year, provided that this maximum charge may, at the Company's option, be periodically increased at the same proportionate rate as the cost of living index of the U.S. Department of Labor shall increase above such index as fixed on the first day of June, 1971.

3. Any and all charges made by the Company under this section shall, at the time of any assessment provided herein, constitute a lien in favor of the Company on the lot against which made, and shall be payable as hereinafter provided. Each such assessment shall also constitute the personal obligation of the owner or contract purchaser of the lot upon which it is a lien. The Company shall be entitled to enforce its lien hereunder by following the procedure provided by Nevada Law for the enforcement of mechanic's and materialmen's liens, except that the enforceability of any such lien shall not depend upon any action by the Company, nor the timeliness thereof, in filing a claim for payment of charges or assessments secured by such lien, nor shall any failure by the Company to assert or file such a claim at any time, with respect to any particular charge or assessment, constitute or to be construed to constitute a waiver by the Company of any such charge(s) or assessment(s). Any claim against the Company shall not constitute a defense or offset in any action by the Company for non-payment of any amounts which may be assessed hereunder. Any lien created hereby shall be subject and subordinate to the lien of any mortgage or deed of trust now or hereafter placed upon the lot.

4. The Company shall construct, operate, care for and administer the Common Recreation Facilities, shall install and maintain such landscaping therefor as the Company shall deem desirable, and shall undertake the removal of all rubbish, trash and unsightly objects to the extent necessary, in its sole discretion, to provide a pleasant appearance.

5. The lot assessment for each month shall become due and payable upon the same date on which the corresponding month's payment is due on the purchase of said lot. Where title to a lot has been conveyed, however, the assessment for each month shall become due and payable on or before the tenth day of the next succeeding month. Payment of assessments shall be made to the Company or its designee.

6. The right of the owners, lessees, contract purchasers or other proper occupants of subdivision lots to use and enjoy the Common Recreation Facilities is and shall remain subject to the right of the Company to suspend the same for any period during which any assessment remains unpaid, provided that no such suspension of rights to use and enjoy said Facilities shall qualify or affect the continuing obligation of the lot owner or contract purchaser to pay each and every monthly assessment hereunder in full and in a timely manner.

7. The Company shall at the expiration of the twelve year period following the date this Declaration is recorded in Elko County, Nevada create, or cause to be created, a Nevada non-profit corporation composed of Spring Creek property owners, possessing all or part of the rights, power, and authority held by it under the terms of this Declaration, which shall have for its principal purpose the ownership, operation, maintenance and administration of all or any material part of said designated parcels, recreation facilities, and road improvements. Each lot owner or contract purchaser in Spring Creek shall automatically become, by virtue of such ownership and throughout the time such ownership shall continue, a member of such non-profit

corporation and shall have the rights and privileges of membership as set forth in the articles and by-laws thereof. Said articles and by-laws shall have the form and content deemed appropriate by the Company in its sole discretion, subject to the foregoing provisions and the limitations of applicable laws of the State of Nevada.

The Company shall at any time after formation of said non-profit corporation convey all or any part of said parcels and/or facilities (the Common Recreation Facilities) thereto, without cost, and the Company may enter into one or more agreements therewith covering construction, operation, and maintenance of said facilities or any part thereof. Upon delivery of such conveyance and/or documents of transfer, the non-profit corporation shall be deemed entirely substituted for the Company to the extent of all areas described therein, and all facilities and improvements situated thereon, or facilities and improvements otherwise transferred, and the Company shall thereupon be relieved from, and shall no longer be liable for, the ownership, operation, maintenance and administration of areas and facilities so conveyed and/or transferred, nor shall the Company retain any right, title or interest in or claim to any lands, properties or other assets so conveyed, transferred or assigned to such non-profit corporation. Notwithstanding any of the provisions of this paragraph, the rights of the lot owner or contract purchaser shall not in any way be abridged, nor shall his or its duties or obligations be enlarged, by the formation of such non-profit corporation, or by the Company's transfer or conveyance of any such properties or facilities thereto in the manner herein set forth.

**“A”**  
**AGRICULTURAL-RECREATIONAL DISTRICT**

Notwithstanding other uses permitted under Elko County Zoning Ordinance, the following uses and regulations shall apply unless otherwise provided in these reservations.

1. **Agricultural-Recreational: “A” District: Intent:**

The recreational-agricultural District (“A” District) is intended to provide for commercially operated dude ranching, resorts, and other commercial recreation activities, but also including agricultural operations, farming, and animal raising. It is also intended to provide areas for the development of “residential ranches” or vacation homes in a primarily ranch-type setting.

2. **Permitted Uses:**

The following principal listed uses are permitted:

- a. Dude ranches, with gaming casino
- b. Resort hotel or lodge, with gaming and entertainment
- c. Ski facilities
- d. Amusement park
- e. Golf courses
- f. Seasonal residences, including cabins
- g. Parks, playgrounds, campgrounds
- h. Customary accessory uses and buildings.

3. **Conditional Uses:**

The following are conditional uses permitted only when authorized by the Elko County Planning Commission and approved by the Committee of Architecture:

- a. Mobile home park
- b. Churches
- c. Schools, libraries, museums
- d. Utility or public service facilities
- e. Motels or hotels
- f. Eating and drinking establishments
- g. Single family dwellings of a permanent nature
- h. Convents, monasteries, retreats
- i. Similar used to those permitted which in the judgment of the Planning Commission are allowable as a conditional use.
- J. Livestock ranches

4. **Minimum Parcel Size:**

The minimum land parcel size for any permitted use shall be five (5) acres. No parcel shall have an average width of less than three hundred fifty (350) feet.

5. **Yards:**

The minimum requirements for yards shall be as follows:

- a. Front yard - 50 feet
- b. Rear yard - 30 feet

c. Side yard - 20 feet

6. Building Height Limits:

None

7. Parking Requirements:

None

8. Subdivision of Lots:

No lot or parcel of land shall be divided into smaller lots or parcels whether for lease, sale or rental purposes, provided that variations may be granted by the Committee of Architecture in accordance with provision of A-2, Page 3, of this Declaration of Reservations and upon approval of the Elko County Planning Commission.

**“AR” DISTRICT**  
**AGRICULTURAL - RESIDENTIAL**

Notwithstanding other uses permitted under Elko County Zoning Ordinance, the following uses and regulations shall apply unless otherwise provided in these reservations.

**Intent:**

The agricultural-residential district is intended to provide areas primarily for rural or estate-type living, but allowing certain agricultural pursuits to be maintained on land parcels of at least one acre.

**1. Permitted Uses:**

The following principal uses are permitted:

- a. Single family dwellings of a permanent nature, not to exceed one (1) each per one acre and no more than three (3) such units on each parcel of land.
- b. Orchards, vegetable crops, gardens, small animal raising.
- c. Private stables.
- d. Home occupations, provided that there shall be no external evidence of any home occupation except a nameplate not exceeding three (3) square feet in area.

**2. Conditional Uses:**

The following are conditional uses permitted only when authorized by the Elko County Planning Commission and approved by the Committee of Architecture:

- a. Schools
- b. Libraries
- c. Museums
- d. Churches
- e. Retreats
- f. Monasteries
- g. Convents

**3. Minimum Parcel Size:**

The minimum land parcel size for any permitted use shall be one (1) acre. No parcel shall have an average width of less than one hundred and fifty (150) feet.

**4. Yards:**

The minimum requirements for yards shall be as follows:

- a. Front yard - 50 feet
- b. Rear yard - 30 feet
- c. Side yard - 20 feet

**5. Building Height:**

No building or structure shall have more than two (2) stories or a height in excess of thirty (30) feet. No accessory building shall have a height in excess of twenty (20) feet.

**6. Automobile Parking:**

For each dwelling unit two (2) off-street parking spaces, shall be provided. For other permitted or conditional uses, automobile parking shall be as approved by the Elko County Planning Commission.

7. Signs:

No sign or nameplate for residences shall exceed three (3) square feet in size

8. Maintenance of Horses:

No more than two (2) horses per acre shall be permitted. The maintenance of animals on any lot occupied by a dwelling and having an area not less than one (1) acre shall be a permitted accessory use. The following limitations shall apply:

- a. No accessory building used as a stable for any horse shall be located less than thirty-five (35) feet from any dwelling or less than twenty (20) feet from any lot line, or less than sixty (60) feet from any front lot line, any school grounds, or any public park or open space.
- b. No paddock or other open space set off for use by any horse or horses shall occupy any part of a required front yard, or farm sheds, corrals, or barns for any other animals.

9. Subdivision of Lots:

No lot or parcel of land shall be divided into smaller lots or parcels whether for lease, sale or rental purposes, provided that variations may be granted by the Committee of Architecture in accordance with provision of A-2, Page 3, of this Declaration of Reservations and upon approval of the Elko County Planning Commission.



**R-1**  
**ONE (1) FAMILY RESIDENCE DISTRICT**

Notwithstanding other uses permitted under Elko County Zoning Ordinance, the following uses and regulations shall apply unless otherwise provided in these reservations.

1. **Permitted Uses:**

The following principal uses are permitted in an R-1 one (1) Family Residence District:

- a. One (1) one-family dwelling on a lot.
- b. Garden, orchard, field crop; where no building is involved.

2. **Conditional Uses:**

The following are conditional uses permitted only when authorized by the Elko County Planning Commission and approved by the Committee of Architecture:

- a. Church
- b. School, attendance at which satisfies the requirements of the compulsory education laws of the State.
- c. Utility or public service facility, when operating requirements necessitate its location within the District, but not including a storage garage, machine shop or corporation yard.
- d. Recreation facility owned and maintained by Declarant, its sole beneficiary or its assignee, or an agency of any City, the County, the State, or Federal agencies.
- e. Community clubhouse
- f. Parking lot, when established to fulfill the parking space requirements of a use occupying abutting property.

3. **Accessory Uses:**

In addition to the general regulations governing accessory uses, the following specific limitations and special regulations shall apply:

- a. Not more than one (1) room in a dwelling unit shall be rented to a lodger, and no room shall be rented to more than two persons.
- b. An accessory building may occupy part of the rear half of a required interior side yard or part of a required rear yard; provided that an equal area of open space exclusive of required yard space is provided elsewhere on the lot, and that no such building be distant less than three (3) feet from any lot line.

4. **Building Site Area:**

Except as otherwise specified in the case of density classes, as stated under Elko County Zoning Ordinance, every building site in an R-1 District shall have an area not less than six thousand (6000) square feet and an average width not less than sixty (60) feet.

5. **Yards:**

The minimum requirements for yards in R-1 District shall be as follows:

- a. Depth of front yard - 20 feet
- b. Depth of rear yard - 20 feet
- c. Width of side yard along the street lot line of a corner lot - 10 feet
- d. Width of side yard along interior side lot line - 10 feet

6. **Height of Buildings:**

No dwelling in an R-1 District shall have more than two (2) stories or a height in excess of thirty (30) feet. No accessory building shall have a height in excess of fifteen (15) feet.

7. Signs:

No nameplate in an R-1 District shall have a size in excess of four (4) inches by sixteen (16) inches. Not more than two (2) sale or lease signs shall be placed on any lot, nor shall any such sign have a size in excess of nine (9) square feet.

8. Parking Requirement:

Two (2) spaces are required for each dwelling unit.

9. Subdivision of Lots:

No lot or parcel of land shall be divided into smaller lots or parcels whether for lease, sale or rental purposes, provided that variations may be granted by the Committee of Architecture in accordance with provision of A-2, Page 3, of this Declaration of Reservations and upon approval of the Elko County Planning Commission.

**R-1**  
**TWO (2) FAMILY RESIDENCE DISTRICT**

Notwithstanding other uses permitted under Elko County Zoning Ordinance, the following uses and regulations shall apply unless otherwise provided in these reservations.

1. **Permitted Uses:**

The following principal uses are permitted in a Two-Family Residence District:

- a. One (1) one-family dwelling on a lot or one (1) two-family dwelling on a lot.
- b. Garden, orchard, field crop; where no building is involved.

2. **Conditional Uses:**

The following are conditional uses permitted only when authorized by the Elko County Planning Commission and approved by the Committee of Architecture:

- a. Church
- b. School, attendance at which satisfies the requirements of the compulsory education laws of the State.
- c. Utility or public service facility, when operating requirements necessitate its location within the District, but not including a storage garage, machine shop or corporation yard.
- d. Recreation facility owned and maintained by Declarant, its sole beneficiary or assignee, or an agency of any City, the County, the State or Federal agencies.
- e. Community clubhouse.
- f. Parking lot, when established to fulfill the parking space requirements of a use occupying abutting property.

3. **Accessory Uses:**

In addition to the general regulations governing accessory uses, the following specific limitations and special regulations shall apply:

- a. Not more than one (1) room in a dwelling unit shall be rented to a lodger, and no room shall be rented to more than two persons.
- b. An accessory building may occupy part of the rear half of a required interior side yard or part of a required rear yard; provided that an equal area of open space exclusive of required yard space is provided elsewhere on the lot, and that no such building be distant less than three (3) feet from any lot line.

4. **Building Site Area:**

Except as otherwise specified in the case of density classes, as stated under Elko County Zoning Ordinance, every building site in an R-1 District shall have an area not less than six thousand (6000) square feet and an average width not less than sixty (60) feet.

5. **Yards:**

The minimum requirements for yards shall be as follows:

- a. Depth of front yard - 20 feet
- b. Depth of rear yard - 20 feet
- c. Width of side yard along the street lot line of a corner lot - 10 feet
- d. Width of side yard along interior side lot line - 10 feet

6. Height of Buildings:

No dwelling shall have more than two (2) stories or a height in excess of thirty (30) feet. No accessory building shall have a height in excess of fifteen (15) feet.

7. Signs:

No nameplate shall have an area in excess of four (4) inches by sixteen (16) inches. Not more than two (2) sale or lease signs shall be placed on any lot, nor shall any such sign have an area in excess of nine (9) square feet.

8. Parking Requirements:

Two (2) spaces are required for each dwelling unit.

9. Subdivision of Lots:

No lot or parcel of land shall be divided into smaller lots or parcels whether for lease, sale or rental purposes, provided that variations may be granted by the Committee of Architecture in accordance with provision of A-2, Page 3, of this Declaration of Reservations and upon approval of the Elko County Planning Commission.

**R-2**  
**MULTIPLE RESIDENTIAL DISTRICT**

Notwithstanding other uses permitted under Elko County Zoning Ordinance, the following uses and regulations shall apply unless otherwise provided in these reservations.

1. **Permitted Uses:**

The following principal uses are permitted in an R-2 District:

- a. One-family dwelling; two family dwelling
- b. Multiple dwelling
- c. Garden, orchard, field crop; where no building is involved.

2. **Conditional Uses:**

The following are conditional uses permitted only when authorized by the Elko County Planning Commission and upon approval of the Committee of Architecture.

- a. Church, school, recreational, utility or service facility, all as limited and regulated in R-1 Districts.
- b. Community clubhouse
- c. Parking lot
- d. Boarding house
- e. Rest home
- f. Mobile home park
- g. Fraternal clubs

3. **Accessory Uses:**

Same as R-1

4. **Building Site Area:**

Every building site shall have an area of not less than ten thousand (10,000) square feet. The minimum width of a lot shall be seventy-five (75) feet.

5. **Yards:**

The minimum requirements for yards shall be as follows:

- a. Depth of front yard - 15 feet
- b. Depth of rear yard - 10 feet
- c. Width of side yards - 5 feet

6. **Height of Building:**

No building shall have more than two (2) stories, or a height in excess of thirty (30) feet.

7. **Signs:**

No nameplate shall have an area in excess of four (4) inches by sixteen (16) inches. Not more than two (2) sale or lease signs shall be placed on any lot, nor shall any such sign have an area in excess of nine (9) square feet.

8. **Parking:**

Off-street parking spaces shall be provided on a parking lot, or within a garage or carport at the ratio of one and one half (1.5) spaces per dwelling unit.

9. Subdivision of Lots:

No lot or parcel of land shall be divided into smaller lots or parcels whether for lease, sale or rental purposes, provided that variations may be granted by the Committee of Architecture in accordance with provisions of A-2, Page 3, of this Declaration of Reservations and upon approval of the Elko County Planning Commission.

**“OS”  
OPEN SPACE DISTRICT**

Notwithstanding other uses permitted under Elko County Zoning Ordinance, the following uses and regulations shall apply unless otherwise provided in these reservations.

1. Open Space or “OS”:

The Open Space exclusive district is intended to provide protection for agricultural areas from urban development of residential tracts, and to serve as an open space area around the more intensive urban uses of the County of Elko, Nevada.

2. Permitted Uses:

The following principal uses are permitted:

- a. Botanical conservatory
- b. Field and truck crops
- c. Orchards and vineyards
- d. Nurseries and greenhouses
- e. Crop drying
- f. Dairies and the processing of dairy products
- g. Animal breeding and raising, including sheep, goats, cattle, dogs, cats, rabbits, fox, mink, and similar animals
- h. Aviary
- i. Riding academies and stable
- j. Poultry raising, eggs and hatcheries
- k. Hay and straw sale and storage
- l. Pasture
- m. Livestock ranches
- n. Vegetable or flower farms
- o. Necessary housing for farm workers whose employment is necessary to agricultural operations conducted on the same parcel of land.

3. Conditional Uses:

The following are conditional uses permitted only when authorized by the Elko County Planning Commission:

- a. Amusement park
- b. Church
- c. School, attendance at which satisfies the requirements of the compulsory education laws of the State
- d. Utility of public service facility, when operating requirements necessitate its location with the District
- e. Park, playground, or community by a governmental agency or non-profit community organization
- f. Golf course
- g. Permanent farm labor camp

4. Accessory Uses:

Subject to the above provisions, uses customarily incident to any of the listed permitted uses may be maintained, and specifically the following:

- a. Residence of the owner, owners, lessee, or lessor of the kind upon which use is conducted.
- b. Residence of bona fide employees.
- c. Approved incidental uses pertaining to conditional uses when authorized by the Elko County Planning

Commission.

d. All necessary farm storage, administration or other buildings or enclosures customarily required for the efficient

operation of any of the permitted uses.

5. Minimum Parcel Size:

Except as otherwise approved in the case of conditional or accessory uses, the minimum parcel size of land used for the permitted uses shall be ten (10) acres. No parcel shall have a width of less than five hundred (500) feet.

6. Yards:

The minimum requirements for yards shall be as follows:

- a. Front yard - 50 feet
- b. Rear yard - 30 feet
- c. Side yard - 20 feet

7. Subdivision of Lots:

No lot or parcel of land shall be divided into smaller lots or parcels whether for lease, sale or rental purposes, provided that variations may be granted by the Committee of Architecture in accordance with provision of A-2, Page 3, of this Declaration of Reservations and upon approval of the Elko County Planning Commission.



**C-1**  
**GENERAL COMMERCIAL AND RETAIL**

**GROUP I**

Notwithstanding other uses permitted under Elko County Zoning Ordinance, the following uses and regulations shall apply unless otherwise provided in these reservations.

1. **Permitted Uses:**

The following principal uses are permitted when entirely conducted within an enclosed building:

a. Retail stores, including:

- Bakery
- Book or stationery store
- Confectionery store
- Drug store, pharmacy
- Dry goods or notions store
- Florist or gift shop
- Grocery, fruit or vegetable stores
- Hardware or electrical appliance store
- Jewelry store
- Meat market or delicatessen store
- Apparel and department stores
- Amusement enterprises
- Antique stores
- Automobile and trailer sales provided that repair work be conducted wholly within a building
- Furniture stores
- Second-hand stores if conducted wholly within completely enclosed building
- Bar, cocktail lounge, and eating and drinking establishments
- Gaming and gambling establishments

b. Office or ground space:

- Automobile parking lot
- Offices, business or professional, including financial and insurance

c. Services:

- Bank
- Barber shop and beauty parlor
- Cafe or restaurant (including dancing or entertainment)
- Church
- Clothes cleaning agency and/or pressing establishment
- Club or lodge (non profit), fraternal or religious association
- Community Center
- Dressmaker or millinery shop
- Clinic (Human or animal)
- Laundry
- Photographer
- Post Office
- Shoe store and repair
- Tailor
- Motion picture theater

Blueprinting or photostating  
 Carpenter shop, if conducted wholly within a completely enclosed building and no more than five (5) persons are employed on the premises  
 Conservatory of music  
 Drive-in business  
 Fortune telling, clairvoyance or astrology  
 Interior decorating store  
 Locksmith shop  
 Message parlor  
 Medicine and dental laboratories  
 Mortuary  
 Newspaper plants  
 Public garage, including automobile repairing, and incidental body work, painting or upholstering, if all operations are conducted wholly within a completely enclosed building. Provided, however that where a public garage is located on a lot which does not abut an alley and is within sixty-five (65) feet of a lot in any R District, the garage wall which parallels the nearest line of such district shall have no opening other than stationary windows  
 Public Services, including electric distributing substation, fire or police station, telephone exchange, and similar uses  
 Theater  
 Wedding Chapel

- d. Other uses similar to above if approved by the Elko County Planning Commission and the Committee of Architecture.

## 2. Conditional Uses:

The following are conditional uses and shall be permitted only if approved by the Elko County Planning Commission and by the Committee of Architecture:

Frozen food locker plants (excluding wholesale processing or cold storage)  
 Plumbing shop  
 Printing, lithographing, publishing or reproducing  
 Distributors of petroleum products if location is approved by the Elko County Planning Commission  
 Furniture warehouse, for storing personal household goods, provided the ground floor front is devoted to stores  
 Ice storage house if not more than five (5) ton capacity  
 Trade school, if location is approved by the Elko County Planning Commission  
 Stadium and commercial recreation enterprise

## 3. Parking:

One parking space shall be provided for each four hundred (400) square feet of useable floor area for all permitted and conditional uses.

## 4. Yards:

No requirements.

## 5. Height Limitations:

No building shall have a height in excess of fifty (50) feet or two (2) stories, or in excess of twenty (20) feet when located within thirty (30) feet of a residential (R) District.

6. **Building Site Area:**

The minimum building site area or lot shall be ten thousand (10,000) square feet; the minimum width of a lot shall be seventy-five (75) feet.

7. **Subdivision of Lots:**

No lot or parcel of land shall be divided into smaller lots or parcels whether for lease, sale or rental purposes, provided that variations may be granted by the Committee of Architecture in accordance with provision of A-2, Page 3, of this Declaration of Reservations and upon approval of the Elko County Planning Commission.

**C-2**  
**HIGHWAY SERVICES AND TOURIST**  
**COMMERCIAL GROUP II**

Notwithstanding other uses permitted under Elko County Zoning Ordinance, the following uses and regulations shall apply unless otherwise provided in these reservations.

1. **Permitted Uses:**

The following principal uses are permitted when conducted entirely within a completely enclosed building:

- a. Store for the sale at retail of books, confectionery, dairy products, drugs, flowers, food, stationery, toys, or variety household goods, excluding second hand stores
- b. Barber shop, beauty parlor
- c. Tailor, dressmaking or shoe repair shop
- d. Office, bank, rental agency
- e. Laundry, or dry cleaning pick-up agency, self-service automatic laundry
- f. Eating establishment including liquor and gaming
- g. Commercial recreation facility
- h. Social, cultural, religious or philanthropic institution
- i. Liquor stores
- j. Motel, motor hotel, with gaming

2. **Conditional Uses:**

The following are conditional uses and shall be permitted only if approved by the Elko County Planning Commission and the Committee of Architecture.

- a. Any of the uses permitted when combined with or involving any outdoor display of goods or outdoor business activity
- b. Automobile service station, including facilities for general repair or mechanical washing
- c. Plant nursery, greenhouse, garden supply store
- d. Sale at retail of new or used automotive vehicles, trailers or boats
- e. Drive-in restaurant
- f. Establishment where liquor is sold for consumption on the premises
- g. Clinic, hospital (human or animal)

3. **Accessory Uses:**

A dwelling unit within a business building may be qualified as an accessory use if it is for occupancy by the owner or lessee of business premises therein, or by a caretaker or watchman.

4. **Yards:**

The minimum requirements for yards shall be as follows:

- a. Depth of front yard - 30 feet
- b. Depth of rear yard - 20 feet
- c. Side yards - 10 feet

5. **Height Limitations:**

No building shall have a height in excess of fifty (50) feet or two (2) stories, or in excess of twenty (20) feet when located within thirty (30) feet of an R District.

6. **Building Site Area:**

The minimum building site area or lot shall be ten thousand (10,000) square feet; the minimum width of a lot shall be seventy-five (75) feet.

7. **Parking:**

One parking space shall be provided for each three hundred (300) square feet of useable floor area for all permitted and conditional uses.

8. **Subdivision of Lots:**

No lot or parcel of land shall be divided into smaller lots or parcels whether for lease, sale or rental purposes, provided that variations may be granted by the Committee of Architecture in accordance with provision of A-2, Page 3, of this Declaration of Reservations and upon approval of the Elko County Planning Commission.

**C-3**  
**ADMINISTRATIVE-PROFESSIONAL OFFICES**  
**GROUP III**

Notwithstanding other uses permitted under Elko County Zoning Ordinance, the following uses and regulations shall apply unless otherwise provided in these reservations.

**1. Permitted Uses:**

The following principal uses are permitted:

- a. Office or office building for the conduct of business, professional or administrative services
- b. Bank, loan agency
- c. Church, library, exhibit hall, art gallery
- d. Clinic, hospital
- e. Clubhouse or rooms used by members of a lodge, union or society
- f. Medical or dental laboratory

**2. Conditional Uses:**

The following are conditional uses and shall be permitted only if approved by the Elko County Planning Commission and the Committee of Architecture:

- a. Pharmacy, limited to the sale of drugs and medical supplies
- b. Restaurant or store needed to serve the occupants of existing buildings
- c. Parking lot
- d. Public utility substation or facility, not including any service yard or repair shop
- e. Mortuary establishment

**3. Accessory Uses:**

A dwelling unit within a business building may be qualified as an accessory use if it is for occupancy by the owner or a lessee of business premises therein, or by a caretaker or watchman.

**4. Yards:**

The minimum yard requirements shall be as follows:

- a. Depth of front yard - 15 feet
- b. Depth of rear yard - 10 feet
- c. Width of side yard abutting any R District or on the street side of a corner lot - 10 feet; otherwise a 5 foot side yard is required
- d. No required yard shall be used as a parking space
- e. All yards shall be landscaped or provided with growing ground cover, except for access driveways and walks

**5. Height of Building:**

No building shall have a height in excess of thirty (30) feet, or two (2) stories.

**6. Signs:**

The aggregate of identifying business signs on any one building site, or alternatively for each ten thousand (10,000) square feet of a building site containing two (2) or more separate main buildings, shall not exceed six

(6) in number of fifty (50) square feet in area. No sign shall have any moving parts or extend more than four (4) feet above the roof or cornice line of any main building on the site. No sale or lease sign shall exceed nine (9) square feet in area.

7. **Building Site Area:**

The minimum building site area of lot shall be seven thousand five hundred (7,500) square feet; the minimum width of a lot shall be seventy-five (75) feet.

8. **Parking:**

One parking space shall be provided on site for each two hundred (200) square feet of useable floor area.

9. **Subdivision of Lots:**

No lot or parcel of land shall be divided into smaller lots or parcels whether for lease, sale or rental purposes, provided that variations may be granted by the Committee of Architecture in accordance with provision of A-2, Page 3, of this Declaration of Reservations and upon approval of the Elko County Planning Commission.

**M-1**  
**INDUSTRIAL AND EXTRACTIVE DISTRICT**

Notwithstanding other uses permitted under Elko County Zoning Ordinance, the following uses and regulations shall apply unless otherwise provided in these reservations.

1. **Industrial and Extractive Districts:**

Certain classes of Districts, designated herein by the primary symbol "M" and collectively referred to as "Industrial" or "M" Districts, are established to provide for the various types of manufacturing, warehousing, processing and mineral extraction activities of Elko County.

2. **Intent:**

The general industrial and extractive M-1 District is intended to provide space in suitable locations in Elko County for all types of manufacturing, warehousing, processing mining, ore reduction, and mineral development activities.

3. **Permitted Uses:**

The following listed uses are permitted:

- I. Agricultural uses of any kind
- II. Retail and wholesale establishment for the sale or distribution of products manufactured or produced by the industry on the same site.
- III. Commercial establishments provided as a service to employees of the plant or industry on the same site.
- IV. Dwellings to be limited to lots or parcels on which permitted factories, manufacturing plants or industrial uses are located, such dwelling to be used exclusively by the caretaker or superintendent of such enterprise and his family.
- V. Mining, including milling
- VI. Oil well drilling
- VII. Steam electric generating station
- VIII. Railroad Yards
- IX. Airports and landing fields
- X. Manufacturing uses, as listed:
  1. Ordinance and accessories:
    - a. Guns, howitzers, mortars and related equipment
    - b. Tank and tank components
    - c. Small arms
    - d. Ordinance and accessories
  2. Food and kindred products:
    - a. Sugar
    - b. Beverage industries
    - c. All other types of food and kindred products
  3. Textile mill products:
    - a. Scouring and combing plants
    - b. Carpets, rugs and other floor coverings
    - c. Miscellaneous textile goods:
      - (1) Felt goods
      - (2) Processed waste
      - (3) Linen goods
      - (4) Jute goods
      - (5) Cordage and twine



4. Lumber and wood products:
  - a. Logging and camps and logging contractors
  - b. Sawmills and planing mills
  - c. Millwork, plywood and prefabricated structural wood products
  - d. Miscellaneous wood products
5. Chemicals and allied products:
  - a. Drugs and medicines
6. Products of petroleum and coal:
  - a. Coke and by-products
  - b. Paving and roofing materials
  - c. Miscellaneous petroleum and coal products
7. Rubber products: All types
8. Leather and leather products
  - a. Industrial leather belting and packing
  - b. Boot and shoe cut stock and findings
9. Stone, clay and glass products: All types
10. Primary metal industries: All types
11. Fabricated metal products: All types
12. Machinery and electrical machinery: All types
13. Transportation equipment: All types
14. Miscellaneous manufacturing industries:
  - a. Candles
  - b. Mortician's goods
  - c. Beauty and barber shop equipment
  - d. Furs, dressed and dyed

4. Conditional Uses:

The following manufacturing and industrial uses shall be permitted if the location and development plan is approved by the Elko County Planning Commission and the Committee of Architecture.

- a. Ammunition
- b. Meat packing and slaughtering
- c. Dyeing and finishing textiles
- d. Canning and curing of sea foods
- e. Pulp, paper and paperboard mills
- f. Pulp goods and miscellaneous converted paper products
- g. Chemicals and allied products
- h. Petroleum refining's
- i. Leather-tanned, curried and finished
- j. Matches
- k. Fireworks and pyrotechnics
- l. Rendering or reducing plant
- m. Salvage yard
- n. Junk yard
- o. Open storage of used buildings, used building materials and used fixtures.
- p. Blast furnace or coke oven
- q. Rocket propellants manufacturing and testing
- r. Explosives
- s. Permanent asphalt plant.
- T. Livestock feed and sales yard
- u. Stockyards
- v. Sandblasting plant
- w. Tank farm for petroleum products

- x. Cement, lime, gypsum, potash, or plaster of paris manufacture
  - y. Drop forge industries manufacturing forgings with power hammers
  - z. Iron, steel, brass or copper foundry or fabrication plant, including rolling mill and boiler works
  - aa. Ore reduction, including refining and smelting of metals
- Auto wrecking, salvage yards, junk yards, and open storage of used buildings, used building materials, and used fixtures, must be completely enclosed within a neat, painted, solid, six foot fence which shall be constructed in accordance with requirements of the Elko County Building Official and maintained in good repair and painted at all times.

5. Accessory Buildings:

Any accessory customarily incident to any of the above uses when located on the same lot.

6. Similar Uses:

Any use similar to those listed if the use, location and development plan is approved by the Elko County Planning Commission and the Committee of Architecture.

7. Abatement of Fumes and Odors:

Uses shall be planned, developed, conducted and operated so that smoke, fumes, dust, odors, liquids and other waste of any kind is confined and/or purified to control pollution of air, soil or water to meet the standards and requirements of the Elko County Planning Commission and in such manner as to provide no threat to public health and welfare.

8. Parking and Loading:

One parking space for each full-time employee shall be provided, plus guest parking and loading space as deemed appropriate by the Elko County Planning Commission for the particular use.

9. Yards:

The minimum requirements for yards shall be as follows:

- a. Front yard - 25 feet
- b. Rear yard - 15 feet
- c. Side yards- 10 feet

10. Height Limitations:

None, except where the M-1 District abuts an R or C District, no building, structure, chimney or other facility within five hundred (500) feet of an R or C District boundary shall exceed thirty -five (35) feet or two and one-half stories in height.

11. Area of Building Site Requirements:

Every lot or building site shall have an area not less than twenty thousand (20,000) square feet, and a width of not less than one hundred (100) feet.

12. Subdivision of Lots:

No lot or parcel of land, shall be divided into smaller lots or parcels whether for lease, sale or rental purposes, provided that variations may be granted by the Committee of Architecture in accordance with provision of A-2, Page 3 of this Declaration of Reservations and upon approval of the Elko County Planning Commission.

## GENERAL PROVISIONS

1. Duration:

The covenants and conditions of this Declaration shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants and conditions are recorded. At that time, the covenants and conditions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change the covenants and conditions in whole or in part.

2. Notices:

Any notice required to be sent to any owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed postpaid to the last known address of the person who appears as owner on the records of Declarant at the time of such mailing.

3. Severability:

In the event that any of the provisions of this Declaration in each area of Land Use Regulations conflict with any other of the sections therein, the more restrictive of the two shall govern. If any paragraph, section, sentence, clause or phrase of the conditions and covenants herein contained shall be or become illegal, null, or void, for any reason or shall be held by any court of competent jurisdiction to be illegal, null, or void, the remaining paragraphs, sections, sentences, clauses or phrases herein contained shall not be affected thereby. It is hereby declared that those conditions and covenants herein contained would have been and are imposed and each paragraph, section, sentence, clause or phrase thereof, irrespective of the fact that any one or more other paragraphs, sections, sentences, clauses or phrases is (are) or shall become or be illegal, null, or void.

4. Enforcement:

In the event of any existing or threatened violation of any of the Conditions or other provisions of this Declaration, or the nonpayment of any of the charges herein, the Declarant, any person, firm, or corporation to whom the Declarant may have assigned the right, or any owner of any lot or parcel of land in Spring Creek, may bring an action at law or in equity for an injunction, action to foreclose a lien or charge, action for damages, or for any additional remedy as may be available. All such remedies shall be cumulative, and the bringing of such an action, or the failure to do so by anyone so entitled, shall not affect the right of another to avail himself for itself of any available remedy.

IN WITNESS WHEREOF, CATTLEMEN'S TITLE GUARANTEE COMPANY has caused its corporate name and seal to be hereunto affixed by its officer thereunto duly authorized this 6th day of April, 1971.

CATTLEMEN'S TITLE GUARANTEE COMPANY  
(Trustee)

By \_\_\_\_\_ Ruby Dalton  
Trust Officer, Vice President

STATE OF NEVADA     )  
                                  ) ss.  
COUNTY OF ELKO     )

On this, the 6th day of April, 1971, before me, the undersigned officer, personally appeared Ruby Dalton who acknowledged himself to be the Trust Officer, of the Cattlemen's Title Guarantee Company of Nevada, a corporation, and that he as such Trust Officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such

officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

GAY GLENN  
Notary Public-State of Nevada  
Elko County, Nevada  
Commission expires Mar 8, 1975

Gay Glenn  
Notary Public in and for said County & State

Copy File No. 59343

FILED FOR RECORD AT REQUEST OF CATTLEMEN'S TITLE GUARANTEE COMPANY

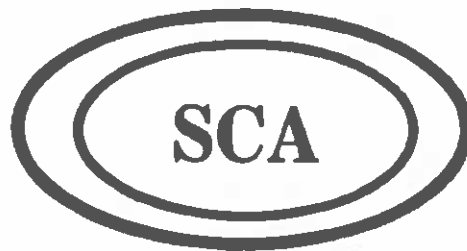
April 8, 9:14 A.M., 1971, RECORDED BOOK 142 PAGE 606

ESTHER N. SKELTON, ELKO COUNTY RECORDER.

FEE \$34.00

59343

**ARTICLES OF INCORPORATION  
OF  
SPRING CREEK ASSOCIATION**



**SPRING CREEK ASSOCIATION**

**401 FAIRWAY BLVD  
SPRING CREEK, NV 89815**



**KNOW ALL MEN BY THESE PRESENTS:**

THAT we, the undersigned, a majority of whom are residents of the State of Nevada, have this day voluntarily associated ourselves together for the purpose of forming a non-profit, non-stock corporation under the laws of the State of Nevada, and do hereby certify:

**ARTICLE I  
NAME**

THAT the name of the corporation shall be SPRING CREEK ASSOCIATION (hereinafter, the "Association").

**ARTICLE II  
PRINCIPAL OFFICE**

THAT the principal office for the transaction of the business of this Association is located at 451 East Spring Creek Parkway, Spring Creek, Elko County, Nevada 89801, but the Association's Board of Directors may designate other places either within or without the State of Nevada where other offices may be established and maintained, and all corporate business transacted.

**ARTICLE III  
ORGANIZATION**

THAT this Association is organized as a non-stock, non-profit cooperative corporation pursuant to Section 81.410 et seq., Nevada Revised Statutes and is formed to qualify as a residential real estate management association under Section 528 of the Internal Revenue Code of 1954, as amended.

**ARTICLE IV  
PURPOSES AND POWERS OF THE ASSOCIATION**

THAT the general purposes and powers of the Association and the general nature of business to be transacted are as follows:

1. To acquire, manage, maintain, and care for the Association property and roads located within the Spring Creek Development (hereinafter defined). For purposes of these Articles, the "Association property" is defined as the real and personal property owned by the Association, which consists of the Common Recreation Facilities as defined in the Declaration of Reservations referred to in Section 2 of this Article (which include the golf course and pro shop, park and fishing area, trap and skeet facilities, equestrian center, and other common areas and landscaping) and property acquired by the Association as an incident of the management, maintenance and care of the Common Recreation Facilities, but does not include real and personal property owned individually by members of the Association. All of the Association property and property of its members is located within that certain area described as Spring Creek Subdivision as recorded in the Office of the Recorder for the County of Elko, State of Nevada, and hereinafter referred to as the "Spring Creek Development". The Association shall maintain and operate the Common Recreation Facilities, and is empowered to establish rules and regulations for the use thereof.
2. To perform all of the duties and obligations of the Association set forth in that certain Declaration of Reservations hereinafter called the "Declaration", as applicable to the Association property, and recorded in the Office of the Recorder for the County of Elko, State of Nevada, on April 8, 1971, in Book 142, Page 606.
3. To fix, levy, collect, and enforce payment by any lawful means of all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes, or governmental charges levied or imposed against the Association property.
4. To take, lease, purchase, or otherwise acquire, and to own, use, hold, sell, convey, exchange, hire, lease, pledge, mortgage, and otherwise deal in and dispose of such personal property, chattels real, rights, easements, privileges, choses in action, notes, bonds, mortgages, and securities as may be lawfully acquired, held, or disposed of by it under the laws of the State of Nevada.
5. To take, lease, purchase, or otherwise acquire and to own, use, hold, sell, convey, exchange, lease, mortgage, work, improve, develop, divide, and otherwise handle, deal in and dispose of real property other than the Association property, and any interest of right therein.
6. To erect, construct, maintain, improve, rebuild, enlarge, alter, and manage and control, directly or through ownership of stock in any corporation, any and all kinds of buildings, houses, stores, offices, ships,

and any and all other structures and erections which may in the judgment of the Association's Board of Directors at any time be necessary, useful or advantageous for the purposes of the Association, and which can lawfully be done under the laws of the State of Nevada and the Declaration.

7. To borrow money, and only with the assent of a majority of those voting in person or by proxy at any regular meeting or duly called special meeting of the membership, mortgage, pledge, deed in trust, or hypothecate any or all of the Association property as security for money borrowed or debts incurred.

8. To solicit, collect, receive, acquire, hold, and invest money and property, both real and personal, including money and property received by gift, contribution, bequest, or devise; to sell and convert property, both real and personal, into cash; and to use the funds of the Association and the proceeds, income, rents, issues and profits derived from any of the Association property for any of the purposes for which this Association is formed; and to conduct and operate such businesses, sales and fund-raising activities as may be necessary and reasonable for provision of non-profit services and activities by the Association. In no event, however, may the Association sell, transfer or convey all or any part of the Common Recreation Facilities without the assent of at least seventy-five percent (75%) of the total number of votes in the Association; provided, however, that, except to the extent provided by law, this sentence shall not apply to a transfer of the Association property to a general improvement district within the State of Nevada.

9. To dedicate, sell, lease or transfer all or any part of the Association property to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the membership. No such dedication, sale or transfer shall be effective unless an instrument approving such dedication, sale, lease or transfer has been approved by a majority of those voting in person or by proxy at a regular meeting or duly-called special meeting of the membership, agreeing to such dedication, sale, or transfer. In no event, however, may the Association dedicate, sell or transfer all or any part of the Common Recreation Facilities without the assent of at least seventy-five percent (75%) of the total number of votes in the Association; provided, however, that, except to the extent provided by law, this sentence shall not apply to a transfer of the Association property to a general improvement district within the State of Nevada.

10. To buy, sell, lease, or otherwise acquire or dispose of, introduce, erect, operate, conduct, maintain and carry on a restaurant, cafe, pro shop, cabaret business, cafeteria, cigar stand, lunch room, soda fountain, soft drink establishment, and all incidentals connected therewith or otherwise related thereto; and generally to do and perform everything necessary to implement the aforesaid purposes; to buy or otherwise acquire, manufacture, market, prepare for market, sell, deal in and with, import, and export food and food products of every call and description, whether fresh, canned, preserved, or otherwise, and to prepare and serve food, alcoholic and non-alcoholic beverages, and other preparations and refreshments of all kinds.

11. To make and perform contracts of every kind and description, including contracts hiring employees, consultants, managers, attorneys, accountants and the like to assist in the operation and/or management of the Association property, and in carrying on its business or for the purpose of attaining and furthering any of its objects, to do any and all things which a natural person might or could do, and which now or hereafter may be authorized by law, and in general to do and perform such acts and things and transact such business in connection with the foregoing objects, not inconsistent with law, as may be necessary and/or desirable for the benefit of the members.

NOTWITHSTANDING any of the above statements of purposes and powers, the Association shall not engage in any activities or exercise any powers that are not in furtherance of the primary purpose of the Association, which is the acquisition, management, maintenance and care of the Association property.

## **ARTICLE V MEMBERSHIP**

THAT this Association shall issue no capital stock. Every person or entity who is a record owner or a purchaser under a real estate purchase agreement of a fee or undivided fee interest in any lot or property within the Spring Creek Development which is subject to the Declaration shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separate from ownership of any lot.

Membership shall be terminated upon transfer of said property ownership. Recreational privileges incident to such membership may be suspended by the Association upon delinquency in the payment of assessments by any member.



All powers, privileges, rights, duties and obligations which would otherwise be exercised and performed by members of the Association shall be vested in and exercised by those persons who shall from time to time constitute the Board of Directors of such Association.

## **ARTICLE VI VOTING RIGHTS**

Each lot in the Spring Creek Development shall be entitled to one (1) vote. When more than one person or entity holds an interest in any lot(s), all such persons or entities shall be members of the Association, and the vote for such lot which they own shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any individual lot. In the event of a transfer of property interest by any member(s) of the Association, the purchaser(s) of such property shall automatically become member(s) of the Association, which new member(s) shall be entitled to vote in accordance with the rules established under this Article.

## **ARTICLE VII TERM**

THAT the term for which the Association is to exist is fifty (50) years.

## **ARTICLE VIII BOARD OF DIRECTORS**

THAT affairs of the Association shall be managed by a Board of Directors, each of whom shall be a member of the Association. The initial number of Directors shall be seven (7), but the number of Directors may be increased or decreased in accordance with the Bylaws of the Association. The names and addresses of the persons who are to act as the initial Directors for the first year of business of the Association or until the selection of their successors are:

	<b>NAMES</b>	<b>ADDRESSES</b>
1.	Kathy Algerio	362 N. Spring Valley Parkway West Spring Creek Elko, NV. 89801
2.	Charles Cash	192 East Flowing Wells Spring Creek Elko, NV. 89801
3.	Jack Hitchman	752 Second Street Elko, NV. 89801
4.	Christina Naungayan	307 North Spring Valley Parkway Spring Creek Elko, NV. 89801
5.	Dr. John Post	345 S. Spring Creek Parkway Elko, NV. 89801
6.	Joseph Salamone	834 Cliff Lane Elko, NV. 89801
7.	Kastler Taylor	642 N. Holiday Drive Elko, NV. 89801

## **ARTICLE IX EXEMPT PROPERTY**

THAT private property of the members, directors, and officers of the Association shall at all times be exempt from all debts and liabilities of the Association of any kind whatsoever.

## ARTICLE X

### ASSOCIATION EXPENDITURES

**THAT for all expenditures made in each year of the Association's existence, the Association shall insure that ninety percent (90%) or more of such expenditures are made on "qualifying expenditures" under Section 526 of the Internal Revenue Code of 1954, as amended.**

## ARTICLE XI

### GAINS, PROFITS, AND DISTRIBUTIONS

**This Association is one which does not contemplate pecuniary gain or profit to the directors, officers or members thereof, and shall conduct its business and affairs so that no part of the net earnings of income or principal of the Association shall ever inure, in whole or in part, to the benefit of any director, officer, or member; provided, however, that this language does not prevent the Association from (1) reimbursing out-of-pocket costs of any member, officer or director incurred on behalf of the Association at the direction of the Board of Directors, or (2) paying salaries to officers of the Association in accordance with the Bylaws. Further, this Association shall not conduct or participate in any activity which will discriminate against any person by reason of race, color, creed, or national origin. Upon dissolution of this Association, the assets thereof shall be distributed to an organization selected by the Board of Directors, provided such organization qualifies as a nonprofit entity under the same laws of the State of Nevada and the same regulations of the United States Department of Treasury by which this Association is formed.**

## ARTICLE XII

### FORMATION OF IMPROVEMENT DISTRICT

**Provided that all applicable requirements of Nevada law are followed, nothing contained in these Articles shall preclude the formation of a general improvement district within the Spring Creek Development, which district may be undertaken and/or assume all or part of the responsibilities of the Association, including, but not limited to, management and care of the roads and Common Recreation Facilities.**

## ARTICLE XIII AMENDMENTS

Amendment of these Articles shall require the consent of two-thirds of the members of the Association voting in person or by proxy at a regular or duly-called special meeting; provided however, that the percentage of the voting power of the Association necessary to amend a specific clause or provision shall not be less than the percentage of affirmative votes prescribed for action to be taken under that clause or provision. For example, a change to the percentage of votes required to transfer the Association property as provided in Article IV, Section 9 of these Articles would require the affirmative vote of at least seventy-five percent (75%) of the total number of votes in the Association. The Bylaws of the Association may be amended or altered, and additional Bylaws may be made, by vote or by unanimous written consent of the Board of Directors, as well as in any other manner permitted by the laws of the State of Nevada.

## ARTICLE XIV CONFLICTS

**In the event of any conflict or inconsistency in the language of these Articles and the language of the Declaration, the Declaration shall control.**

**IN WITNESS WHEREOF**, for the purpose of forming this Association as a corporation under the aforesaid laws of the State of Nevada, we, the undersigned, being the incorporators of such corporation and residents of the State of Nevada, have executed these Articles of Incorporation as of this 31st day of March, 1983.

**STATE OF NEVADA)**  
**)SS.**  
**COUNTY OF ELKO)**

/S/ John Post  
/S/ Kathy Algerio  
/S/ Jack Hitchman

**On this 31st day of March, 1983, before me, a Notary Public, personally appeared John Post, Kathy Algerio and Jack Hitchman, and acknowledged that they executed the above Articles of Incorporation for the purposes therein contained.**

My Commission Expires: July 1, 1984

/S/ LINDA ARLENE ROSSEN  
Notary Public

**LINDA ARLENE ROSSEN**  
Notary Public - State of Nevada  
Elko County, Nevada  
My appointment expires July 1, 1984

STATE OF NEVADA  
DEPARTMENT OF  
STATE

I hereby certify that this is a true and complete copy  
of the document as filed in this office

DATED: April 8, 1983

/S/ WM. D. SWACKHAMER  
Secretary of State



# **SPRING CREEK ASSOCIATION BYLAWS**

REVISED AND RESTATED EFFECTIVE  
THE 24th day of March, 2021.

## TABLE OF CONTENTS

<u>Page</u>	<u>Description</u>
I	TITLE PAGE
ii	TABLE OF CONTENTS
1	<b>ARTICLE I      Principal and Other Offices of the Association</b>
1	Section 1.1.      Offices of the Association
1	<b>ARTICLE II      Registered Agent of the Association</b>
1	Section 2.1.      Registered Agent
1	<b>ARTICLE III      Association Membership</b>
1	Section 3.1.      Member
2	Section 3.2.      Membership and Transfer
2	<b>ARTICLE IV      Member Meetings</b>
2	Section 4.1.      Annual Meeting of Members
3	Section 4.2.      Special Meetings of Members
3	Section 4.3.      Local and Social Meetings of Members
3	Section 4.4.      Place of Meeting of Members
3	Section 4.5.      Notice of Meeting of Members
4	Section 4.6.      Limits on Notice and Voting
4	Section 4.7.      Quorum for Meetings of Members
4	Section 4.8.      Voting of Members
4	<b>ARTICLE V      Board of Directors</b>
4	Section 5.1.      General Powers
4	Section 5.2      Number
5	Section 5.3      Election of Directors
5	5.3.a.      Representation
5	5.3.b.      Candidates
6	5.3.c.      Voting Tabulation
6	5.3.d.      Election of Area Directors
6	5.3.e.      Election of At-Large Directors
6	Section 5.4.      Regular Meetings
6	Section 5.5      Special Meetings
7	Section 5.6.      Consent in Lieu of Meeting
7	Section 5.7.      Notice
8	Section 5.8.      Quorum
8	Section 5.9.      Vacancies
8	5.9.a.      Appointment

9	5.9.b.	Increase in Number of Directors
9	5.9.c.	Resignations or Removal of Directors
9	Section 5.10.	Tenure and Qualifications
9	Section 5.11.	Powers
10	Section 5.12.	Duties
10	5.12.a.	Records and Financial Information
10	5.12.b.	Supervise Officers
10	5.12.c.	Operation of Amenities
10	Section 5.13.	Director Salaries and Expenses
11	<b>ARTICLE VI</b>	<b>Member Voting, Proxies and Validation of Elections</b>
11	Section 6.1.	Voting by Members
11	6.1.a.	Mail Ballots
11	Section 6.2.	Proxies
11	Section 6.3.	Required Votes to Validate Election
12	<b>ARTICLE VII</b>	<b>Officers</b>
12	Section 7.1.	Number
12	Section 7.2.	Selection and Term of Office
12	Section 7.3.	Removal
12	Section 7.4.	Vacancies
12	Section 7.5.	President
12	Section 7.6.	Vice-President
13	Section 7.7.	Secretary
13	7.7.a.	Keep Minutes
13	7.7.b.	Give Notices
13	7.7.c.	Custodian of Association Records
13	7.7.d.	Official Membership List
13	7.7.e.	Make Certain Records Available for Inspection
13	7.7.f.	Perform duties of Secretary
13	7.7.g.	Assume duties of President
13	Section 7.8.	Treasurer
13	7.8.a.	Custody of Funds and Securities of Association
14	7.8.b.	Receive Monies and Pay Obligations
14	7.8.c.	Perform Duties of Treasurer
14	7.8.d.	Assume Duties of Secretary
14	Section 7.9.	Salaries
14	<b>ARTICLE VIII</b>	<b>Miscellaneous Provisions</b>
14	Section 8.1.	Contracts
14	Section 8.2.	Loans
14	Section 8.3.	Checks, Drafts, Etc.

15	Section 8.4.	Deposits
15	Section 8.5.	Governing Law
15	Section 8.6.	Titles and Headings
15	Section 8.7.	Partial Invalidity
15	Section 8.8.	Cumulative Remedies
15	Section 8.9.	Entire Agreement
15	Section 8.10.	Successors and Assigns
16	Section 8.11.	Waiver
16	<b>ARTICLE IX</b>	<b>Fiscal Year</b>
16	Section 9.1.	Fiscal Year
16	<b>ARTICLE X</b>	<b>Notice</b>
16	Section 10.1.	Waiver of Notice
16	<b>ARTICLE XI</b>	<b>General Improvement District</b>
16	Section 11.1.	Formation of General Improvement District
17	<b>ARTICLE XII</b>	<b>Amendment of Bylaws</b>
17	Section 12.1.	Modifications and Revisions to Bylaws
17	<b>ARTICLE XIII</b>	<b>Conflicts in Controlling Documents</b>
17	Section 13.1.	Declaration of Reservations Controlling
17	<b>ARTICLE XIV</b>	<b>Rules of Order</b>
17	Section 14.1.	Roberts Rules of Order
17	<b>Certificate and Signature of Secretary</b>	



**ARTICLE I**  
**Principal and Other Offices of the Association**

Section 1.1. Offices of the Association. The principal office of the Spring Creek Association (hereinafter "the Association") in the State of Nevada shall be located at 451 Spring Creek Parkway, Spring Creek, County of Elko, State of Nevada. The Association may have such other offices, either within or without the State of Nevada, as the Board of Directors may designate from time to time.

**ARTICLE II**  
**Registered Agent of the Association**

Section 2.1. Registered Agent. The Registered agent of the Association shall be a Board member or any other person or entity designated by the Board of Directors of the Association.

**ARTICLE III**  
**Association Membership**

Section 3.1. Member. Every person or entity, except the Association itself, who is a record owner or a purchaser under a real estate purchase agreement of a fee or undivided fee interest in any lot or property within the Spring Creek Development shall be a member of the Association. As used herein, "Spring Creek Development" is that certain area described as a tract located in Spring Creek Corporation as such subdivision is recorded in the Office of the Recorder for the County of Elko, State of Nevada. There shall be one class of members and a member may not resign. It shall, however, be the obligation of each member to provide notice to the Secretary of the Association of the individual's membership by providing reasonable documentary evidence of the member's interest in any lot or property in Spring Creek Development in order to be entitled to notice of, and the right to vote at, any meeting of members. Membership in the Association shall terminate upon transfer of all of a member's property interest in property located in the Spring Creek Development. It shall be the person or entity's responsibility to advise the Association of any acquisition or termination of membership in the Association. Termination of membership shall not relieve the member of any unpaid obligation to the Association that the member has incurred prior to termination and notification to the Association that the member no longer owns an interest in real property located in Spring Creek Development.

Section 3.2. Membership and Transfer. The Association shall issue a certificate of membership to each member or record the membership in the Association's official records. The membership shall not be transferred, pledged, assigned or alienated in any way except in connection with a sale of the lot to which the membership is appurtenant (any other transfer, pledge, assignment or alienation is a "prohibited transfer"). Upon the sale of any lot and notice of such sale provided to the Association, the Association shall cancel the membership of the seller and shall issue a new membership to the buyer thereof. Any prohibited transfer or any attempt to make a prohibited transfer of any membership shall be null and void and shall not be reflected on the books and records of the Association. In the event any owner of a lot shall fail or refuse to surrender his or her certificate of membership, if one has been issued, the Association shall issue a new membership to the buyer and thereupon the old membership outstanding in the name of the seller shall be null and void as though the same had been surrendered. If a membership certificate is issued, it shall bear the following legend:

THE MEMBERSHIP EVIDENCED BY THIS CERTIFICATE MAY NOT BE TRANSFERRED, PLEDGED, ASSIGNED OR ALIENATED EXCEPT (A) IN CONNECTION WITH THE SALE OF THE LOT TO WHICH THE MEMBERSHIP IS APPURTENANT AND (B) IN THE MANNER PROVIDED IN THE ARTICLES OF INCORPORATION AND/OR BYLAWS OF SPRING CREEK ASSOCIATION. IN THE EVENT OF ANY PROHIBITED TRANSFER, THIS CERTIFICATE AND THE MEMBERSHIP EVIDENCED HEREBY MAY BE CANCELLED.

#### **ARTICLE IV**

##### **Member Meetings**

Section 4.1. Annual Meeting of Members. The annual meeting of the members shall be held at a date, time and location as determined by the Board of Directors no later than June 1<sup>st</sup> of any year. The purpose of the annual member meeting shall be to present the financial report of the Association to the members or for such other business as may properly come before the meeting. In alternate years the results of the election of Board Members, pursuant to Article V, Section 12, will also be reported.

Section 4.2. Special Meetings of Members. Special meetings of the members for any purpose or purposes, must be called by a majority plus one of the members of the Board of Directors (i.e.: present board is 7 members, a majority is 4,  $4+1 = 5$  board members required to call a special meeting of the members). Alternatively, special meetings must be called upon a written request from at least five percent (5%) of the members entitled to vote. Such requests must specify the exact purpose of the meeting and a brief description of each item to be placed on the agenda. Notice of such special meeting shall be given as provided in Article IV Section 5 within sixty (60) days of call by the Board of Directors or receipt by the Association of a valid written request by the members as set forth above. The Corporate Secretary shall be responsible for reviewing the written request of the members and determining whether the request meets the requirements for a special meeting as set forth above.

Section 4.3. Local and Social Meetings of Members. A majority of the Board of Directors may call meetings of the members of the Association for the purpose of (a) social functions or (b) obtaining input from members regarding minor local problems affecting the members or property of the Association.

Section 4.4. Place of Meeting of Members. The Board of Directors may designate any place, within the County of Elko, State of Nevada, as a place of meeting for any annual meeting of members or for any special meeting of members called by the Board of Directors or the members.

Section 4.5. Notice of Meetings of Members. A written agenda stating the place, day and hour of the meeting, the purpose or purposes for which the meeting is called, and the items to be discussed or acted upon shall be delivered to all members of the Association not less than thirty (30) days nor more than sixty (60) days before the date of the meeting. Such notification shall be delivered either personally, by mail or by other means, by or at the written direction of the Chairman of

the Board, the President, the Secretary, or the officer or persons properly directed by the Board of Directors to give such notice. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, postage prepaid and addressed to the member at the address as it appears on the membership books of the Association.

Section 4.6. Limits on Notice and Voting. No member shall be entitled to notice of any meeting of members unless proof of the member's membership in the Association shall appear on the records of the Association not less than sixty (60) days immediately prior to the meeting. No members shall be entitled to vote at any meeting of members or election of Directors unless proof of the member's membership in the Association shall appear on the records of the Association not less than five (5) business days immediately prior to the meeting or election.

Section 4.7. Quorum for Meetings of Members. A valid quorum for purposes of taking action on any item(s) presented at any meeting of members, including the annual meeting, shall be 2% of the total membership of the Association, which must be present either in person or by proxy.

Section 4.8. Voting of Members. Each member shall be entitled to one (1) vote for each lot owned, upon each matter submitted to a vote at a meeting of the membership. Voting rights of members shall be as provided in Article VI of the Articles of Incorporation of the Association.

## **ARTICLE V**

### **Board of Directors**

Section 5.1. General Powers. The business and affairs of the Association shall be managed by and vested in its Board of

Directors. At the regular meeting of the Board of Directors held in the month of July, the Board shall elect one of its members as Chairman to serve in such capacity until the meeting of the month of July of the following year. The Chairman of the Board shall conduct the meetings of the Board of Directors and perform other functions and duties as may be specified hereinafter or assigned by the Board of Directors.

Section 5.2. Number. The number of Directors of the Association shall be not fewer than five (5) nor more than nine (9). The present number of Directors of this Association is seven (7). Said number may be increased or decreased within the above limits by a majority vote of a quorum of the members of the Association present, in person or by proxy, at any annual meeting containing an agenda item specifically asking for an increase or decrease or by the members at a duly called special meeting of the members called for the purpose of increasing or decreasing the number of Directors.

Section 5.3. Election of Directors.

5.3.a. Representation: Directors shall be elected or appointed in accordance with Article V and Article VI of these Bylaws when vacancies exist during the term of this Association. Except as provided in Sections 10 and 11 of this Article, Directors shall be composed of at least one person owning an undivided fee interest in a lot in the area of Spring Creek Association the Director is to represent, which shall be broken down as follows:

- Area 1: Tracts in the 100 series;
- Area 2: Tracts in the 200 series;
- Area 3: Tracts in the 300 series;
- Area 4: Tracts in the 400 series;

and three (3) At-Large Directors owning an undivided fee interest in any lot in any Tract.

5.3.c. Voting Tabulation: Each member of the Association shall receive a ballot as hereinafter provided. The ballots cast will be counted and results announced. Subject to the requirements of Article VI, Section 3, the candidate receiving the greatest number of votes for each elective position will be declared the winner. When At-Large Directors are to be elected the three (3) candidates receiving the most votes shall be declared the winners. The elected candidates take office immediately after validation.

5.3.d. Election Area Directors: The Directors to be elected from Areas 1, 2, 3 and 4, as defined in Article V Section 3.a. of the Bylaws of the Spring Creek Association shall be elected only by those members with voting rights in the area that the Director represents.

5.3.e. Election of At-Large Directors: The At-Large Directors shall be elected by all members of the Association with members entitled to the number of votes equivalent to the number of open At-Large positions but with no more than one vote per candidate.

Section 5.4. Regular Meetings. The regular monthly meeting dates of the Board of Directors shall be set at a regular or special Board of Directors Meeting held in December of each year. The Board of Directors may provide, by resolution, the time and place, within the County of Elko, State of Nevada, for the holding of additional regular meetings.

Section 5.5. Special Meetings. Special Meetings of the Board of Directors may be called by or at the request of the Chairman of the Board, the President, the Corporate Secretary, or any two (2) Directors. The person or persons authorized to call

Special Meetings of the Board of Directors may fix any place, within the County of Elko, State of Nevada, as the place for holding any Special Meeting of the Board of Directors called by them.

Section 5.6. Consent in Lieu of Meeting. Any emergency action required or permitted to be taken at any meeting of the Board of Directors may be taken so long as such required action is of a true emergency nature and notice has been given as required by Section 5.7 of these Bylaws or state statutes or regulations.

Section 5.7. Notice. Except in case of an emergency (as defined below), written notice of all meetings of the Board of Directors shall be given to the directors and the membership at least three (3) working days before the meeting and by posting a copy of the notice at the principal office of the Association and at not less than three other separate, prominent places within Spring Creek Association not later than 9 a.m. of the third working day before the meeting. The notice shall include:

- (a) The time, place and location of the meeting.
- (b) A list of the locations where the notice has been posted.
- (c) An agenda consisting of:
  - (1) A clear and complete statement of the topics scheduled to be considered during the meeting.
  - (2) A list describing the items on which action may be taken and clearly denoting that action may be taken on those items.
  - (3) A period devoted to comments by the general public, if any, and discussion of those comments. No action may be taken upon a matter raised under this item of the agenda until the matter itself has been specifically included on an agenda as an item upon which action may be taken pursuant to subparagraph (2).
  - (4) If any portion of the meeting will be closed to consider the character, alleged misconduct or professional competence of a person, the name of the person whose character, alleged misconduct or professional competence will be considered.

(5) If, during any portion of the meeting, the public body will consider whether to take administrative action against a person, the name of the person against whom administrative action may be taken.

Any Director may waive notice of any meeting. The attendance of a Director at a Meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

An "emergency" is defined as an unforeseen circumstance which requires immediate action and includes, but is not limited to:

(a) Disasters caused by fire, flood, earthquake or other natural causes; or

(b) Any impairment of the health and safety of the public.

Section 5.8. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but if less than such majority is present at a meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice. The act of a majority of the Directors present at a meeting at which a quorum is present shall be deemed the act of the Board of Directors.

#### Section 5.9. Vacancies.

5.9.a. Appointment: Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of the remaining Directors though less than a quorum of the Board of Directors. A Director appointed to fill a vacancy shall be appointed for the unexpired term of his or her predecessor in office and, if his or her predecessor was a representative of one of the four areas specified in Article V,



Section 3.a., must be a representative of the same area of Spring Creek as was his or her predecessor, unless there is no candidate from such area available to fill such vacancy, in which event the Directors may fill the vacancy with the person they deem most qualified. Each such vacancy shall be advertised in a local newspaper of general circulation in the County of Elko, at least three (3) times per week, for at least a period of two (2) weeks in order to allow interested persons to contact the Association. Any Director appointed for a period of less than two calendar years shall be eligible to run for election for two (2) complete consecutive terms after the period of his or her appointment expires. Any Director who is appointed for a period of more than two (2) calendar years shall be eligible to run for election for only one (1) complete term immediately after the period his or her appointment expires.

5.9.b. Increase in Number of Directors: Any Directorship to be filled by reason of an increase in the number of Directors shall be filled by election at the time of the regular election of directors or at a special meeting of members called for that purpose.

5.9.c. Resignations or Removal of Directors: Any Director may resign from the Board of Directors at any time without cause. Any Director who represents a specific Tract and who disposes of all of his or her property in that Tract, and any At-Large Director who disposes of all of his or her property located within the boundaries of Spring Creek Corporation, will be deemed to have resigned from the Board of Directors. Any Director who fails to attend regular meetings of the Board on three (3) consecutive occasions will be deemed to have resigned from the Board of Directors. Any Director may be dismissed from the Board of Directors for cause following a hearing before all the remaining Directors of the Board if five/sixths (5/6ths) of the remaining Directors vote for such dismissal.

Section 5.10. Tenure and Qualifications. Except as otherwise provided herein, the Directors shall hold office for a term of four (4) years. Commencing with the June 1990 annual meeting, the term of the Directors At-Large, shall expire June, 1993. Commencing with the June 1991 annual meeting, the term of the Directors from the four areas specified in Article V, Section

3.a., shall expire June, 1995. No Director shall be allowed to serve more than two (2) consecutive terms, representative of any director position, beginning with the 1990 term. In the event of an increase or decrease in the number of Directors, the Board of Directors shall have the power to make such rules (including rules concerning the terms of any new or existing Directors) as they deem appropriate to implement, effectuate, and/or perpetuate the requirements concerning staggered elections of Directors which are set forth in this Section. All Directors shall hold office until their respective successors have been elected and qualified therefor.

Section 5.11. Powers. The Board of Directors shall have the power to take action on behalf of the Association pursuant to all the powers of the Association specified in Article IV of the Articles of Incorporation of the Association. In the event a Director has a material, personal, financial interest with a company that provides goods or services to the Association, that Director shall abstain from voting on issues involving a contract or transaction with that provider company.

Section 5.12. Duties. It shall be the duty of the Board of Directors:

5.12.a. Records and Financial Information. To cause to be kept a complete record of the minutes of all their meetings and a record of all acts of the Board, and to present a complete financial statement at the annual meeting of the members of the Association, showing in detail the current financial condition of the Association, including all assets and liabilities.

5.12.b. Supervise Officers. To supervise all officers and agents of the Association and to see that their duties are performed properly.

5.12.c. Operation of Amenities. The Board shall operate the Golf Course, Horse Palace and Trap and Skeet facilities for the benefit of the property owners. Any

promotions or activities over and above regular operations, except for activities of local non-profit organizations, shall be on a break-even or profit basis, including, but not limited to: golf tournaments, trap and skeet tournament shoots, rodeos, cuttings, ropings and penning. When determining the break-even point for the activity, the Board shall take into account, direct and indirect labor costs, insurance costs, depreciation expense, promotion and advertising expense, and any other expense associated with conducting the activity.

Section 5.13 Director Salaries and Expenses. No Director shall be eligible to be an officer nor to receive any salary or other compensation from the Association other than the Association may reimburse any Director for expenses incurred by the Director for any corporate purpose.

## ARTICLE VI

### Member Voting, Tabulation and Validation of Elections

Section 6.1. Voting by Members. The election of Directors shall occur in alternate years and the results shall be announced at the annual meeting of the members of the Association, pursuant to Article V, Section 10. A member may vote by one of the following two means:

6.1.a. Mail Ballots. A member may mark and return by mail an official ballot which the Association shall provide to every member entitled to vote under these Bylaws. The written ballot will set forth each proposed action or candidate and provide an opportunity to vote for each candidate and for or against each proposed action. In order for a mail-in ballot to be counted, it must be actually received by the Association's designee by the date specified on the ballot. A mail-in ballot, once mailed to the Association, may not be revoked.

Section 6.1.b Electronic Voting. A member may mark and submit an official electronic ballot which the Association shall provide access to every member entitled to vote under these Bylaws. In order for an electronic ballot to be counted, it must be submitted by the date specified on the ballot. An electronic ballot, once submitted to the Association, may not be revoked.

Section 6.2. Tabulation. Tabulation of electronic ballots and mail-in ballots shall be made by an independent party, who shall verify that each voting member has only submitted one ballot, either electronic or mail-in.

Section 6.3. Required Votes to Validate Election. In order to validate an election for any candidate seeking to represent a specific tract as Director, at least ten percent (10%) of the total number of votes in that tract of the Association must actually be cast pursuant to these Bylaws. Ten percent (10%) of the total number of votes in the Association must be cast pursuant to these Bylaws in order to validate any election of an At-Large candidate for Director. In no event shall any lot or

lots owned by the Association be used to calculate the number of votes in any tract or in the Association for purposes of any election validation. In the event the election of any Director or Directors cannot be so validated, the existing Board of Directors shall cause a special election to be held for each such candidate within ninety (90) days of the annual meeting.

## **ARTICLE VII**

### **Officers**

Section 7.1. Number. The officers of the Association shall be the President, a Corporate Secretary, and a Corporate Treasurer, each of whom shall be selected by the Board of Directors. Such other officers and assistant officers as may be deemed necessary may be appointed by the Board of Directors.

Section 7.2. Selection and Term of Office. The Board of Directors shall have the authority to select and hire officers of the Association upon such terms and conditions as it deems appropriate from time to time.

Section 7.3. Removal. Any officer or agent selected or appointed by the Board of Directors may be removed by a majority of the Board of Directors whenever in their judgment the best interests of the Association would be served thereby.

Section 7.4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

Section 7.5. President. The President shall be the principal administrative officer of the Association in charge of its operations and shall, under the supervision and control of the Board of Directors, direct and control the business operations of the Association. The President shall perform such duties as may from time to time be assigned to him by the Board of Directors.

Section 7.6. Vice-President. In the absence of the President or in the event of his or her death, inability or refusal to act, the Vice-President, if there be one, (or in the event there may be more than one Vice-President, the Vice-Presidents in the order designated at the time of their selections, or in the absence of any designation, then in the order of their selection) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Any Vice-President shall perform such duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 7.7. Corporate Secretary. The Corporate Secretary shall:

7.7.a. Keep Minutes. Keep the minutes of the members' and the Board of Directors' meetings in one or more books provided for that purpose;

7.7.b. Give Notices. See that all notices are duly given in accordance with the provisions of these Bylaws or as required by law;

7.7.c. Custodian of Association Records. Be custodian of the corporate records and of the seal of the Association;

7.7.d. Official Membership List. Keep current the official register of the name and address of each member of the Association;

7.7.e. Make Certain Records Available for Inspection. Keep approved minutes and financial statements available at the business office of the Association during normal business hours for inspection by any member of the Association

requesting to see them;

7.7.f. Perform duties of Secretary. In general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned by the President or by the Board of Directors; and,

7.7.g. Assume duties of President. In the event of the death, resignation, incapacity, absence or inability of the President, and the Vice-President, if any, the Secretary shall assume and discharge pro tempore the powers and duties of the President.

Section 7.8. Corporate Treasurer. The Corporate Treasurer may be required to provide a bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the Board of Directors shall determine. The Treasurer shall:

7.8.a. Custody of Funds and Securities of the Association. Have charge and custody of and be responsible for all funds and securities of the Association;

7.8.b. Receive Monies and Pay Obligations. Receive and give receipts for monies due and payable to the Association from any sources whatsoever, and deposit all such monies in the name of the Association in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article VIII Sec. 4 of these Bylaws;

7.8.c. Perform Duties of Treasurer. In general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or the Board of Directors; and,

7.8.d. Assume Duties of Secretary. In the event of the death, resignation, incapacity, absence or inability of the

Secretary, the Treasurer shall assume and discharge pro tempore the powers and duties of the Secretary.

Section 7.9. Salaries. The salaries, if any, of the officers shall be fixed from time to time by the Board of Directors.

## **ARTICLE VIII**

### **Miscellaneous Provisions**

Section 8.1. Contracts. The Board of Directors may authorize any officer, officers, agent, or agents to enter into any contract or to execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances.

Section 8.2. Loans. No loans shall be contracted on behalf of the Association and no evidence of indebtedness shall be issued in its name unless authorized by a majority vote of the Board of Directors. Such authority may be general or confined to specific instances.

Section 8.3. Checks, Drafts, Etc. All checks, drafts or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Association shall be signed by such officer, officers, agent, or agents of the Association in such manner as shall from time to time be determined by resolution or policy of the Board of Directors.

Section 8.4. Deposits. All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Board of Directors may select.

Section 8.5 Governing Law. These Bylaws must be governed



by, and interpreted under, the laws of the State of Nevada.

Section 8.6. Titles and Headings. Titles and headings of Bylaw articles, sections, and subsections are for convenience and reference and do not affect the interpretation of a Bylaw article, section, or subsection.

Section 8.7. Partial Invalidity. When reasonably possible, every Bylaw article, section, subsection, paragraph, sentence, clause, or provision (collectively, "Bylaw Provision") must be interpreted in a manner by which the Bylaw Provision is valid. The invalidation of a Bylaw Provision by an Entity possessing proper jurisdiction and authority, which invalidation does not alter the fundamental rights, duties, and relationship between the Association and its Members, does not invalidate the remaining Bylaw Provisions.

Section 8.8. Cumulative Remedies. The rights and remedies provided in these Bylaws are cumulative. The Association or a Member asserting a right or remedy provided in these Bylaws does not preclude the Association or its Members from asserting other rights or remedies provided in these Bylaws.

Section 8.9. Entire Agreement. Between the Association and a Member, the Governing Documents: (1) constitute the entire agreement; and (2) supersede and replace a prior or contemporaneous oral or written communication or representation.

Section 8.10. Successors and Assigns. Except as otherwise provided in these Bylaws: (1) the duties, obligations, and liabilities imposed upon, and the rights granted to, the Association by these Bylaws are binding upon, and inure to the benefit of, the Association's successors and assigns; and (2) the duties, obligations, and liabilities imposed upon a Member by these Bylaws are binding upon the Member's successors and assigns. The binding nature of the duties, obligations, and liabilities imposed by these Bylaws upon the successors and assigns of the Association or a Member does not relieve the Association or Member of the duties, obligations, and liabilities

imposed by these Bylaws.

Section 8.11. Waiver. The failure of the Association to assert a right or remedy provided in these Bylaws does not waive the right or remedy provided in these Bylaws.

## **ARTICLE IX**

### **Fiscal Year**

Section 9.1. Fiscal Year. The accounting books and records of the Association shall be kept on a calendar year basis, beginning on the first day of January and ending on the thirty-first day of December of each year.

## **ARTICLE X**

### **Notice**

Section 10.1. Waiver of Notice. Whenever any notice is required to be given to any member or Director of the Association under the provisions of these Bylaws, of the Articles of Incorporation, or applicable corporate law, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice, unless otherwise prohibited by law.

## **ARTICLE XI**

### **General Improvement District**

Section 11.1. Formation of General Improvement District. Provided that all applicable requirements of Nevada Law are followed, nothing contained in these Bylaws shall preclude the formation of a general improvement district within the Spring Creek Development (as defined in the Articles of Incorporation of the Association), which district may undertake and/or assume all

or part of the responsibilities of the Association, including, but not limited to, management, maintenance and care of the roads and Common Recreation Facilities (as defined in the Declaration of Reservations).

## **ARTICLE XII**

### **Amendment of Bylaws**

Section 12.1. Modifications and Revisions to Bylaws. These Bylaws may be amended, rescinded, changed, or expanded (a) by the written vote of a majority of the members of the Association voting in person or by proxy or by absentee ballot at a regular meeting or duly called special meeting of the membership, or (b) by a unanimous vote of the Board of Directors. Any prepared amendment, rescission, change or expansion to the Bylaws shall be set forth verbatim in the meeting agenda at which time the item will be placed for action by the Board of Directors.

## **ARTICLE XIII**

### **Conflicts in Controlling Documents**

Section 13.1. Declaration of Reservations Controlling. In the event of any inconsistency between these Bylaws and the Articles of Incorporation of the Association, the Articles of Incorporation shall control, and in the event of any inconsistency between these Bylaws or the Articles of Incorporation and the Declaration of Reservations, the Declaration of Reservations shall control.

## **ARTICLE XIV**

### **Rules of Order**

Section 14.1. Roberts Rules of Order. In the event of a dispute at any meeting regarding procedure, and that dispute is made a part of the record by the Board of Directors, the current Roberts Rules of Order shall be used to resolve the matter at the earliest reasonable opportunity.

CERTIFICATE OF SECRETARY

As the duly qualified and acting Secretary of Spring Creek Association, I certify that the foregoing Restated Bylaws were duly adopted as herein set out effective the 24th day of March, 2021.

Dated the 24th day of March, 2021.

/s/ Kristine Austin-Preston  
Acting Corporate Secretary





## SCA FACILITY USE

### RULES AND REGULATIONS FOR FACILITY/AMENITY USE

The following rules and regulations apply to the use of any or all of the Spring Creek Association facilities/Amenities and are expressly incorporated in and made a part of each Usage Agreement for use of the facilities/Amenities. By signing the usage agreement, the user acknowledges receipt and understanding of these rules & regulations. **Documents Needed for Reservation(s): Copy of Driver's License, Usage Agreement, Copy of Insurance, Indemnity and Hold harmless Agreement, Deposit if needed.**

GENERAL INFORMATION.....	2
1. PRIORITY USAGE.....	2
2. SPRING CREEK ASSOCIATION DEFINED.....	2
3. ELECTRONIC GATES.....	2
4. CANCELLATION BY SCA.....	2
5. CANCELLATION OR CHANGE BY USER(S).....	2
6. FACILITY/AMENITY APPEARANCE.....	2
7. RESERVING FACILITY.....	2
8. CLEANING/DAMAGE DEPOSIT.....	2
9. FOOD & ALCOHOLIC BEVERAGE SALES AND/OR USE ON SCA PROPERTY.....	2
10. CLOSING HOURS, VARIANCE.....	3
11. STOPPING EVENT.....	3
12. DECORATIONS, SIGNS, AND DISPLAYS.....	3
13. ADDITIONAL GENERAL RULES.....	3
14. NO OBSTRUCTION.....	3
15. PAYMENT FOR DAMAGES.....	3
16. ASSUMPTION OF FULL RESPONSIBILITY BY USER(S).....	4
17. ROOM OCCUPANCY LIMITS.....	4
18. REMOVAL AND/OR TRESPASS OF OBJECTIONABLE PERSONS.....	4
19. SUPERVISION AND INSPECTION.....	4
20. DAMAGES FOR FAILURE TO REMOVE.....	4
21. SCA AUTHORITY NOT RESPONSIBLE FOR USER'S ACTIONS.....	4
22. SECURITY.....	4
23. INSURANCE.....	4
24. ACTS OF SCA AUTHORITY.....	4
25. HOLD HARMLESS AGREEMENT.....	4
26. SMOKING POLICY.....	4
27. CLEAN UP.....	4
28. FACILITY MEETING ROOM SET-UP.....	5
29. TIME, SURVIVAL.....	5
30. NOT ASSIGNABLE.....	5
31. ALTERED OR AMENDED IN WRITING ONLY.....	5
32. ATTORNEY FEES.....	5
33. POLICIES NOW IN EFFECT OR AS ANNOUNCED HEREAFTER.....	5
34. LOST OR STOLEN ARTICLES.....	5
35. REFUSAL OF BOOKINGS.....	5
36. USE OF SCA EQUIPMENT.....	5
37. ANIMAL POLICY.....	5
38. NON-PROFIT USE.....	5
ELECTRONIC GATES.....	6
CAMPGROUND RULES AND REGULATIONS.....	7
CAMPGROUND FEE SCHEDULE.....	8
CAMPGROUND LAYOUT.....	9
FAIRWAY COMMUNITY CENTER/FEE SCHEDULE/LAYOUT.....	10
GOLF COURSE FEES.....	11
HORSE PALACE RULES AND REGULATIONS.....	12
HORSE PALACE RENTAL FEES.....	13
MARINA RULES AND REGULATIONS.....	14
MARINA FEE SCHEDULES.....	15
MARINA LAYOUT.....	16
PLAYGOURND RULES.....	17
SHOOTING/RIFLE RANGE RULES AND REGULATIONS.....	18

SHOOTING/RIFLE RANGE TARGET STAND CONSTRUCTION.....	19
SPORTS COMPLEX & FIELD(S) USAGE.....	20
SPORTS FIELD RENTALS.....	22
VISTA GRANDE PARK FEE SCHEDULE/LAYOUT.....	23

## **GENERAL INFORMATION**

1. **PRIORITY USAGE:** Priority for usage of the facilities/amenities operated by Spring Creek Association is as follows:
  - First – Spring Creek Association
  - Second – Property Owners
  - Third – Non-Property Owners
  
2. **SPRING CREEK ASSOCIATION DEFINED:** When used in these Rules and Regulations, Spring Creek Association, “SCA”, means the Spring Creek Association, its officers, and employees.
  
3. **ELECTRONIC GATES:** There are electronic gates at the amenities’ entrances and exits. These gate are accessible to all Spring Creek Property Owners in good standing. All property owners will receive one gate access card and a personal identification number or PIN specifically assigned to them. The Marina, Sports Complex, Vista Grande Park, Shooting Range, and Campground are all equipped with an electronic gate arm. The access card or PIN allows access to the Horse Palace side man doors and roll-up doors. See “Electronic Gates” below for more information.
  
4. **CANCELLATION BY SCA:** Use of the facility/amenity may be cancelled at any time up to 90 days before User’s scheduled event in case the facilities/amenity are required for another function. Should an event be cancelled by SCA, the Spring Creek Association will make reasonable efforts to relocate event in another facility or area but shall be under no duty to find another facility and shall have no liability for such cancellation or failure to find alternate facilities. The Spring Creek Association will refund 100% of all monies deposited by User in case of cancellation.
  
5. **CANCELLATION OR CHANGE BY USER(s):** In case of cancellation by User, usage fees deposited by User shall be returned as follows:
  - 90 days or more written notice of cancellation, 100% refund
  - 60 days or more written notice of cancellation, 75% refund
  - 30 days or more written notice of cancellation, 50% refund
  - Less than 30 days written notice of cancellation, no refund

In the event the User(s) is forced to change the date of the event, every effort will be made by SCA to transfer reservations to support the new date. The User(s) agrees that in the occurrence of a date change, any expenses, including but not limited to, deposits and fees that are non-refundable and non-transferable are the sole responsibility of the User(s). The User(s) further understands that last minute changes can impact the quality of the event and that the SCA is not responsible for these compromises in quality.
  
6. **FACILITY/AMENITY APPEARANCE:** The Spring Creek Association continuously updates, improves, and may change any facility’s/amenity’s appearance, structures, grounds, or size at any time. SCA reserves the right to make such changes to the appearance without notifying the user.
  
7. **RESERVING FACILITY:** The Spring Creek Association will not hold a reservation unless a Usage Agreement is signed, and ALL AMOUNTS ARE PAID IN FULL. If Usage Agreement and payment is not received, the reservation is automatically canceled, and the facility may be booked to another party.
  
8. **CLEANING/DAMAGE DEPOSIT:** A cleaning/damage deposit is required at signing for any use. The deposit is held in case of damage or loss of items, including excessive cleaning requirements not covered by the insurance provided by the User(s). An additional damage deposit may be required for all events where alcoholic beverages<sup>(39)</sup> are served. The deposit shall be returned to the User(s) within 30 days following the event, minus the cost of any reasonable itemized damage or cleaning claims of the Spring Creek Association as certified by the President of the Spring Creek Association or his/her designated agent.



- 9. FOOD & ALCOHOLIC BEVERAGE SALES AND/OR USE ON SCA PROPERTY:** Any organization or User(s) renting space at a Spring Creek Association facility/amenity requiring service of food and/or beverages must be approved by the SCA. Alcoholic beverages are not allowed without an approval in writing from Spring Creek Association.
- 10. CLOSING HOURS, VARIANCE:** Except as hereafter provided, every event shall close at a specifically contracted time. Upon good cause shown, the Spring Creek Association may approve a variance from the foregoing closing hours. Overtime costs may be charged should an event exceed the contractual agreement.
- 11. STOPPING EVENT:** Spring Creek Association may stop any performance or other activity which it considers to be of a nature, or being conducted in a manner, which is offensive to the morals, decency, comfort or safety of the community or a portion thereof, including to prevent destruction or severe damage to property. User(s) specifically waives any right to any claim for damages against the Spring Creek Association for such action.
- 12. DECORATIONS, SIGNS, AND DISPLAYS:** User(s) may not affix or attach signs, placards, displays, decorations to the walls, ceilings, doors, panels, columns, tables or other portions of the premises with tape, nails, staples, screws, or by any other non-permitted method without SCA prior written approval. Permitted methods of such decoration or display include hanging from 3M hanging strips on walls. No birdseed, rice, sparkles, confetti, or similar material may be used without express approval of the Spring Creek Association.
- 13. ADDITIONAL GENERAL RULES:** Homeowners have full access to facilities/amenities and other recreation areas. Homeowners are allowed use of non-reserved facility/amenity areas during a scheduled/reserved event.
- SCA is not responsible for event coordination.
  - SCA reserves the right to make changes to the appearance of a facility/amenity without notifying the user.
  - NO SMOKING on SCA properties, facilities and/or amenities.
  - NO ALCOHOLIC BEVERAGES allowed at SCA facilities/amenities without written permission.
  - User(s) are responsible to call the SCA office and find out if other areas are reserved.
  - Bathroom maintenance is Monday thru Friday. If additional cleaning or supplies, i.e. toilet paper, are needed; User(s) may hire an attendant or bring additional supplies.
  - Small trash barrels are provided. If additional dumpsters, are required, User(s) must make arrangement with Elko Sanitation or bring additional trash bags and clean up afterwards. Extra trash bags must be removed by User(s) and not left at the facility/amenity.
  - SCA does not clean the dock, beach areas, or other areas for events. Should an area require additional cleaning, User(s) are permitted to bring in additional resources for cleaning at User(s) own expense. No Chemicals are allowed.
  - ALL AREAS HAVE/COULD HAVE GEESE DROPPINGS.
  - Access to power may be available. User(s) must request the use of power in advance. There may be a charge for power usage. Outages of power may not be repaired immediately. No refunds.
  - Music must be kept to a minimum and must be turned off by 9:00 pm. All outdoor events must end by 10:00 pm. All music and/or noise must comply with sound ordinances.
  - PHOTOGRAPHY: This venue uses live, video and still photography to assist with the protection and promotion of the facilities/amenities. All photos taken on SCA property by your Photographer will also be the property of the SCA and may be used for promotional purposes. NO boudoir or nude photography is permitted anywhere on SCA property.
  - All children under the age of 18 MUST be supervised by an adult at all times.
  - Parking: All vehicles associated in any way with the event must be parked within the parking areas. No vehicles shall be parked on any lawn surface unless granted permission in writing prior to the event by the Spring Creek Association.
  - NO OHVs OR ATVs ALLOWED ON SCA FACILITIES OR AMENITIES. (Please review OHV Operations within the Spring Creek Association located in this packet.)
- 14. NO OBSTRUCTION:** No portion of the sidewalks, entries, passages, vestibules, halls, corridors, ramps, stairways, or access to public utilities of Spring Creek Association facilities/amenities, or grounds shall be obstructed by the User(s) or used for any purpose other than for ingress or egress to and from the usage premises. The doors, skylights, stairways, or openings that reflect or admit light into any place in the buildings, hallways, corridors, passageways, and house lighting attachments shall not be covered or obstructed by User(s). Exceptions may be made with prior SCA written approval.

- 15. PAYMENT FOR DAMAGES:** The User(s) shall pay the Spring Creek Association, upon demand, such sums as shall be necessary to restore the premises to its condition prior to User's event if any portion of any Spring Creek Association building, grounds, equipment shall be damaged by the act, default or negligence of User or User's agents, employees, patrons or guests, or any person admitted to the premises by the User.
- 16. ASSUMPTION OF FULL RESPONSIBILITY BY USER(s):** User(s) assume full responsibility for the character, acts, and conduct of all persons admitted to said premises, by or with the consent of any person acting for and by the consent of the User(s). A representative of the leasing entity must be on site during the move in process, event hours, and the move out process.
- 17. ROOM OCCUPANCY LIMITS:** User(s) shall not admit a larger number of persons than the occupancy limit established by the appropriate regulatory body and shall notify SCA if numbers of participants listed on application changes.
- 18. REMOVAL AND/OR TRESPASS OF OBJECTIONABLE PERSONS:** The Spring Creek Association may remove and/or trespass all objectionable persons from the Spring Creek Association buildings, grounds, facilities and/or amenities. The User(s), by entering into a Usage Agreement, does expressly waive any rights and all claims against the Spring Creek Association for any damages resulting from any removal or trespass.
- 19. SUPERVISION AND INSPECTION:** The Spring Creek Association may enter into or upon the Spring Creek Association facilities/amenities and grounds and all usage premises at any time and for any reason.
- 20. DAMAGES FOR FAILURE TO REMOVE:** In the event that User(s) fails to completely move out of the facility/amenity by the time limit set forth in the Usage Agreement, unless written permission and Spring Creek Association has granted extension, User(s) must pay the greater amount of:
- (a) A sum equal to two times the daily usage fee provided for each day, or portion thereof, after the time set in the Usage Agreement, or
  - (b) A sum equal to any other usage fees or damages Spring Creek Association may lose or suffer because of User's failure to vacate the premises.
  - (c) In addition, any and all costs associated with the removal of the User's property, including storage fees, in order to accommodate the next occupant.
- 21. SCA AUTHORITY NOT RESPONSIBLE FOR USER'S ACTIONS:** User(s), in the performance of the Usage Agreement, shall act in an independent capacity and not as an officer, employee, or agent of the Spring Creek Association.
- 22. SECURITY:** Spring Creek Association does not provide security services. Each User(s) shall be responsible for providing adequate security to ensure the safety of persons and property from injury and damage. Adequate security should be determined by a qualified professional (i.e., Sheriff, etc.) Each User(s) shall meet with the Spring Creek Association no later than seven days before the event to review needs, if any, for security, and how User(s) proposes to meet those needs.
- 23. INSURANCE:** No person may occupy or use any portion of the Spring Creek Association properties or facilities/amenities without first having submitted to the Spring Creek Association a valid Certificate of Insurance in the amounts specified and required by the SCA for all dates scheduled, including set-up and breakdown days. All applicable insurance coverage required by the SCA must be procured at user's own cost and expense. Any and/or all insurance certificates must be received by the Spring Creek Association no later than seven (7) working days prior to the beginning of any event. Failure to supply SCA with the aforementioned insurance certificate by the applicable deadline may result in immediate cancellation of the event.
- 24. ACTS OF SCA AUTHORITY:** The SCA Authority acts through its Manager whose title is President.
- 25. HOLD HARMLESS AGREEMENT:** No Usage agreement will be approved until the User(s) have executed its Hold Harmless Agreement for the protection of the Spring Creek Association, in connection with any use by User(s) of the Spring Creek Association facilities/amenities or equipment.
- 26. SMOKING POLICY:** Smoking indoors is strictly prohibited per NRS 202.2483; smoking, in any form, is prohibited at all SCA properties and facilities/amenities.

- 27. CLEAN UP:** User(s) are responsible for cleanup of facilities/amenities. User must remove all debris from walls, floors, ceilings, and tables and deposit it in the appropriate trash containers. Failure to comply with these rules will incur the SCA keeping your cleaning/ damage deposit. Spring Creek Association Management may add further cleaning charges after inspection.
- 28. FACILITY MEETING ROOM SET-UP:** Tentative event layouts must be given to SCA staff at least two weeks prior to the event. Final layouts must be provided seven days prior to the first contracted move-in date. All layouts are subject to SCA approval. Original room set up charges will be reflected on the contract for specific facilities; room(s) that a User(s) wishes to have RESET will incur a reset fee equal to the normal rental rate. Equipment, tables, etc. outside of meeting rooms are subject to additional charges. (See attached fee schedule)
- 29. TIME, SURVIVAL:** Time is of the essence of each and all the provisions of the Usage Agreement and the provisions of this Agreement shall extend to, and be binding upon the benefit of the heirs, executors, administrators, successors and assigns of the respective parties.
- 30. NOT ASSIGNABLE:** The Usage Agreement is not assignable by the User(s), either in whole or in part, without the written consent of the Spring Creek Association.
- 31. ALTERED OR AMENDED IN WRITING ONLY:** No alteration of the Usage Agreement shall be valid unless made in writing and signed by the parties.
- 32. ATTORNEY FEES:** In case of lawsuit for breach of any condition of the Usage Agreement, the prevailing party shall be entitled to its reasonable attorney fees and costs.
- 33. POLICIES NOW IN EFFECT OR AS ANNOUNCED HEREAFTER:** User(s) agree to perform in fulfillment of the terms and conditions of the Usage Agreement relating to the use of facilities/amenities which are now in effect or that may be adopted hereafter. The Spring Creek Association reserves the right to modify or to change policies, rental rates or appearance of any facilities/amenities.
- 34. LOST OR STOLEN ARTICLES:** The SCA will not be responsible, under any circumstances, for property of the User(s) while on the Spring Creek Association property including loss of articles or equipment left unattended in any facility/amenity.
- 35. REFUSAL OF BOOKINGS:** Authority reserves the rights to approve, deny, or condition event bookings for any reason whatsoever.
- 36. USE OF SCA EQUIPMENT:** The Spring Creek Association will not, under any circumstances, lend equipment to individuals, organizations, clubs, and non-governmental entities or for-profit companies without the approval of the President.
- 37. ANIMAL POLICY:** No animals are permitted in SCA building unless they are service animals. If they are at outdoor facilities, they must be on a leash if allowed at all. Please be cognizant of posted signs.
- 38. NON-PROFIT USE:** SCA may grant non-profit 501(c)3 organizations free or discounted rental. If a paying user or event would like to take a scheduled facility time by a non-profit, the SCA may have to cancel or move the non-profit event. SCA requires a copy of the tax determination letter for each non-profit wanting to use a facility or space. SCA asks that non-profit groups patron the restaurant facility while using the facilities.

# SCA – Electronic Gates

**TO AVOID ANY HOLD ON AMENITY ACCESS CARDS,  
PROPERTIES MUST BE CURRENT ON THEIR ASSESSEMENTS AND MUST BE IN  
COMPLIANCE SCA DORs and COA RULES AND REGULATIONS**

**TO REMOVE A HOLD ON AN ACCESS CARD, PLEASE CONTACT THE SCA WHEN THE DELIQUENCY  
OR VIOLATION HAS BEEN CORRECTED.**

Each property owner is issued one access card and one PIN code. This code should only be used for those who are SCA residents living at the physical address it is assigned. Additional cards may be purchased from the SCA Administrative Office, see below for rates. Property owners are responsible for individuals using their access card or PIN code to enter the amenities. Renter cards and PIN codes are available, some restrictions apply.

**Using Your Access Card:** To use your Access Card, simply present the access card to the face of the keypad (driver side of vehicle). The keypad will beep, the gate arm will raise. Proceed with caution past the gate arm and into the property. The gate arm will automatically close behind you after you have past the gate arm

If the gate arm lane is an EXIT Lane with no keypad, simply approach the gate arm slowly. An in-ground vehicle detection sensor will automatically open the gate arm for you at which point you can drive thru with caution.

There are separate entrance and exit lanes for Vista Grande Park, the Marina, and the Sports Complex. The Shooting Range and Campground utilize one entrance and exit lane for each site.

**To use your keypad PIN code only:** If you forgot your access card, simply enter your five (5) digit PIN code on the keypad and the gate arm will raise if authorized. **YOU ONLY NEED YOUR ACCESS CARD OR YOUR PIN CODE TO ACTIVATE THE GATES – NOT BOTH.**

**Horse Palace Access:** Please enter using your access card or pin code through the main double doors on the west side of the Horse Palace upon your arrival. Keypad is located on the right-hand side of these doors. Use your access card or your keypad PIN code at any of the Horse Palace rollup door locations, (located on the left-hand side of the doors) inside the Horse Palace, at which point the lock will release for five (5) seconds and you can MANUALLY raise the door. After you are finished, be sure to close the roll-up door and verify that it is locked.

CARD TYPE	PROPERTY OWNER	NON-PROPERTY OWNER  PIN CODE ONLY
First/Original Card Issued	\$0	\$20 per person/Day Pass Only  Valid from Opening to Closing Time on day of purchase
Replacement Card	\$10 ea.	
Renters Card Must of Property Owner approval. Must show proof of address, i.e., Utility Bill or letter from property owner. Valid for 90-Days, must renew quarterly per policy. No additional charge for renewals with documentation. If renter card is not renewed, card is deactivated.	\$10 ea.	

# SCA - Campground Rules and Regulations

The following is a list of rules and regulations that must be observed when using the Spring Creek Campground.

## **RESERVATIONS REQUIRED**

### **CURRENT PROPERTY OWNER/RESIDENT CARDS ARE REQUIRED**

### **TO AVOID ANY HOLD ON AMENITY ACCESS CARDS, PROPERTIES MUST BE CURRENT ON THEIR ASSESSEMENTS AND MUST BE IN COMPLIANCE SCA DORs and COA RULES AND REGULATIONS**

#### **Camping**

- All persons entering the campground must register with the Spring Creek Association.
- Reservations are required.
- Campers must be valid property owners, current on their assessments, and in good standing with the Committee of Architecture to get a permit.
- Permit holders must have identification and furnish the full names of everyone in the camping party.
- All Campers must obtain a camping permit. This permit must be displayed in the window of the camping trailer or a vehicle, making it easily readable from the main road.
- Campers may check in from 1:00 pm to 9:00 pm but must register for their desired site 72-hours prior to arrival. Twenty-four-hour period is from 1:00 pm to 1:00pm the next day.
- Campers must vacate their campsite no later than 11:00 am on the final day.
- Campers must leave the campsite clean with all trash picked-up.
- Camping permits will not be issued for more than seven (7) nights but may be renewed depending upon availability of sites. (Exception: July 1 through Labor Day)
- From July 1 through Labor Day, only seven (7) cumulative nights of camping on one particular site can be obtained. Camper may move to a different site. This is to ensure that new campers can enjoy their right to camp.
- Property owners are permitted to have four (4) guests at the same campsite. All guests must be accompanied by the property holder. All guests must be camping at the same site as the property owner.
- The permit holder/property owner is responsible for the conduct of everyone and is liable for any violations of the rules and regulations.
- Campsite occupancy is limited to eight (8) persons of the immediate family per campsite, (Only identified campsites will allow occupancy to exceed the above listed limits. Property owners may contact SCA for special accommodations; this is a case-by-case basis.)
- All campers will occupy and place equipment only on the assigned campsite.
- Any tent or other camping equipment left unoccupied for more than 48 hours may be taken down and removed by SCA or their designee at the property owners/permit holder's expense.
- The use of external generators may be limited to no more than five (5) hours per day and fall between the hours of 9:00 am and 11:00 am and 4:00 pm to 7:00 pm daily. Violators of this policy may be evicted.
- Bathroom facilities are open from Memorial Day through Labor Day pending weather and water permitting.

#### **Day Use**

- Anyone who is not camping is a day-user. Day-use hours are from 7:00 am to 9:00 pm.
- Day-users are not allowed between 9:00 pm to 7:00 am.

#### **Campfires**

- All fires must be built in the fireplaces (fire pits) provided for that purpose.
- No fires are permitted except for cooking or warmth.
- No fires shall be permitted when "No Open Burn" directives are in place and subject to Elko County Fire Protection District restrictions.
- No fire shall be started until all nearby flammable material has been removed to prevent its spread.
- Firewood cannot be gathered on site.
- No Cutting firewood.
- Fires cannot be left unattended.
- All fires must have five (5) gallons of water or a fire extinguisher available.
- All fires must not be left unattended and be fully extinguished prior to retiring for the night or leaving the campsite.

### General Behavior

- Quiet must be observed between 10:00 pm and 7:00 am.
- No person shall deface or remove Spring Creek Association signs, structures, or barriers.
- No person shall remove or injure any plants, trees, flowers, or remove rocks found on SCA campgrounds.
- No person shall deposit garbage or refuse on or in SCA structures.
- Litter is to be placed in the trash containers. If the containers are full, litter is to be placed in large plastic tied bags and placed next to the containers.
- No person shall possess fireworks.
- No person shall post signs or notices on SCA property.
- No person shall intentionally expose themselves in a lewd manner.
- No person shall obstruct vehicular or pedestrian traffic.
- No person shall engage in fighting or violent, tumultuous, or threatening behavior; or engage in any other activity which violates the penal law.
- No person shall discharge firearms in the campground.
- Absolutely no hunting, trapping, or cutting of firewood is allowed.
- The gate shall be kept locked at all times.

### Pets

- Pets must be confined or leashed to restrict them to the campsite of the owner.
- Animals cannot be left unattended.
- Barking or vicious dogs must be removed from the campground.
- Animals may be walked on a leash – no longer than 6 feet, provided they are under control at all times.
- Pet owners must properly dispose of the animal's excrement.

### Alcohol

- Alcoholic beverages are not allowed.

### Motorized Vehicles

- NO OHVs OR ATVs ALLOWED ON SCA FACILITIES OR AMENITIES. (Please review OHV Operations within the Spring Creek Association located in this packet.)

### Groups

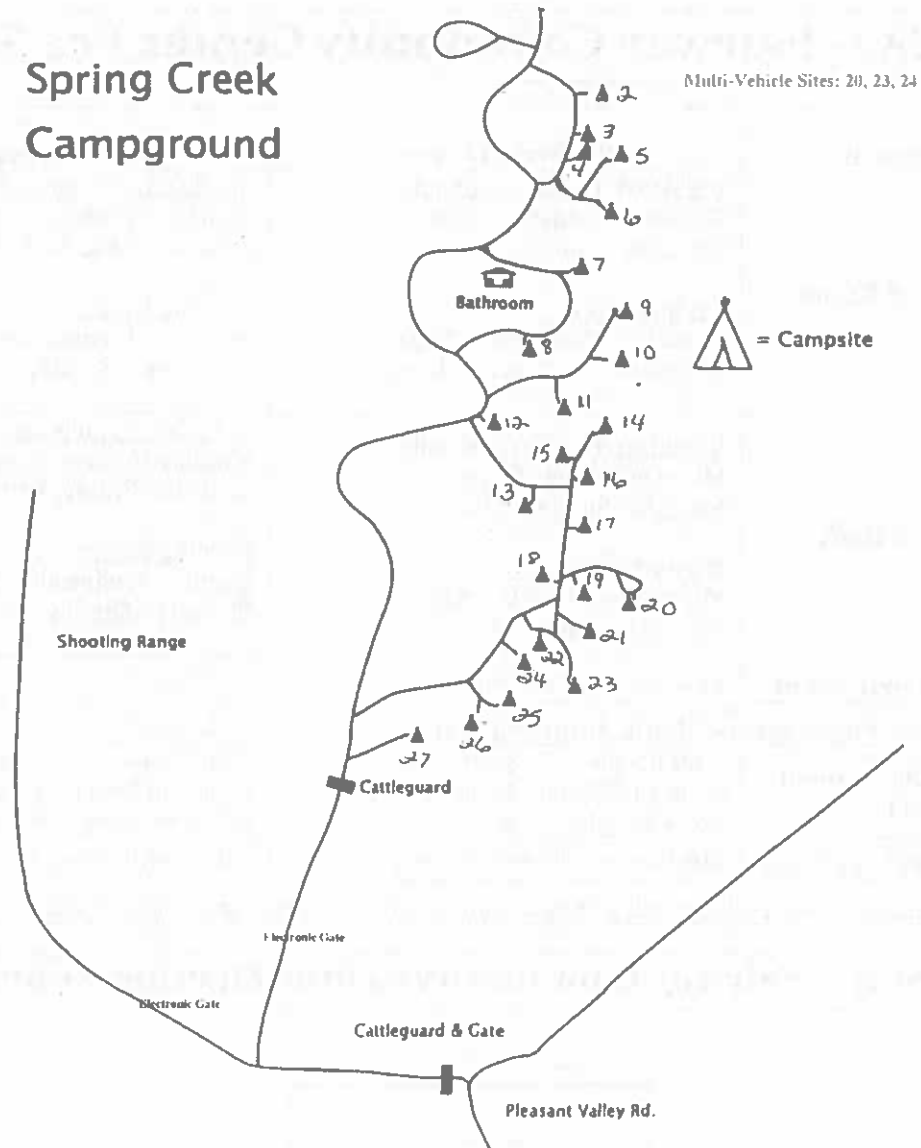
- This is a private campground. Groups and organizations may lease this facility. Campsites must be reserved and assigned by the Spring Creek Association. Individual waivers will be required.

## SCA - Campground Fee Schedule

AREA	PROPERTY OWNER	NON-PROPERTY OWNER Must have a Property Owner present
Any Camp Site	\$0.	\$25 per day/per site Will receive a <b>PIN Only</b>
Trail Head Parking	\$0	\$25 per vehicle/per day Will receive a <b>PIN Only</b>
<b>Cleaning Deposits:</b> Refundable	< 50 People: \$150 50 to 149 People: \$200 150 + People: \$300	< 50 People: \$150 50 to 149 People: \$200 150 + People: \$300
<b>Dumpster</b> User(s) responsible for ordering and payment	Cost per Elko Sanitation Rates	Costs per Elko Sanitation Rates
<b>Porta Toilets Required for All Events:</b> User(s) responsible for ordering and payment	Under 50 ppl = 2 units 50-100 ppl = 3 units 100-200 ppl = 4 units 200+ confirm with SCA	Under 50 ppl = 2 units 50-100 ppl = 3 units 100-200 ppl = 4 units 200+ confirm with SCA

# SCA – Campground Layout

## Spring Creek Campground



Revised: 9/2020

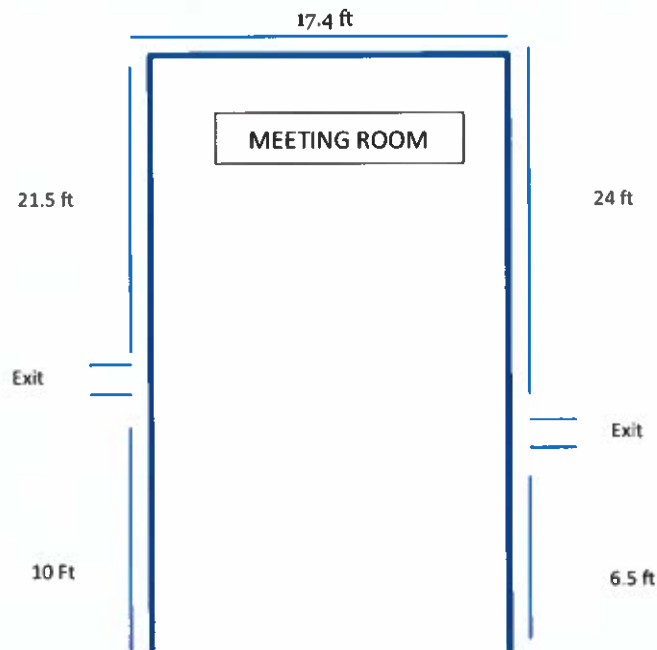
## SCA – Fairway Community Center

**MEETING ROOM SET-UP:** Tentative event layouts must be given to SCA staff at least two weeks prior to the event. Final layouts must be provided seven days prior to the first contracted move-in date. All layouts are subject to SCA approval. Original room set up charges will be reflected on the contract for specific facilities; room(s) that a User(s) wishes to have RESET will incur a reset fee equal to the normal rental rate. Equipment, tables, etc. outside of meeting rooms are subject to additional charges. (See attached fee schedule)

## SCA – Fairway Community Center Fee Schedule

Room	Property Owner	Non-Property Owner
<b>Board Room</b>	<u>Breakfast/Luncheon Events</u> Monday – Friday: \$100 Saturday – Sunday: \$150	<u>Breakfast/Luncheon Events</u> Monday - Friday: \$200 Saturday – Sunday: \$300
	<u>Evening Events</u> Monday - Wednesday: \$150 Thursday – Sunday: \$200	<u>Evening Events</u> Monday - Wednesday: \$300 Thursday – Sunday: \$400
<b>FCC Deck</b>	<u>Breakfast/Luncheon Events</u> Monday-Friday: \$100 Saturday-Sunday: \$150	<u>Breakfast/Luncheon Events</u> Monday-Friday: \$200 Saturday-Friday: \$300
	<u>Evening Events</u> Monday-Wednesday: \$150 Thursday-Sunday: \$200	<u>Evening Events</u> Monday-Wednesday: \$300 Thursday-Sunday: \$400
<b>Golf Tournament</b>	Please contact the Pro Shop	(775) 753-6331
<b>Wedding Packages Available upon request.</b>		(775) 753-6295
<b>Cleaning Deposits</b> Refundable	< 50 People: \$150 50 to 149 People: \$200 150 + People: \$300	< 50 People: \$150 50 to 149 People: \$200 150 + People: \$300
<b>Sizes/Ppl:</b> Sq. Ft 656	Meeting w/Chairs: 64 (Theater Style)	Dining w/Tables: 25
*All Events except weddings and golf tournaments are 4 Hours; 7 am-11 am, Noon – 4 pm, 5 pm – 9 pm		

## SCA – Fairway Community Center Meeting Room Layout





# SCA – Golf Course Fees



SPRING CREEK GOLF CLUB

2021 GOLF FEE SCHEDULE

TELEPHONE: 775.753.6331

## Annual Tickets

Couples  
Senior Couples  
Single (age 18 thru 54)  
Senior Single 55 & up  
Junior Pass (age 17 & under)

## Spring Creek Property Owner

\$600  
\$550  
\$350  
\$300  
\$125

## Public

\$750  
\$625  
\$475  
\$375  
\$175

## Daily Greens Fees

9 Holes  
18 Holes  
  
Junior (age 17 & under)  
Twilight after 3PM

## Spring Creek Property Owner

\$14.00  
\$24.00  
  
\$10.00  
\$12.00

## Public

\$18.00  
\$30.00  
  
\$13.00  
\$15.00

## Punch Card 20-9 Hole Round

\$240.00

\$320.00

## Cart Rental Fees

9 Holes  
18 Holes  
Twilight- 9 holes only

\$16.00 or \$8 per seat  
\$28.00 or \$14 per seat  
\$6 per seat

## Private Cart Access Fees

Daily \$10.00  
Annual \$175.00

## Private Cart Storage

Yearly \$175.00 for gas powered cart  
\$225.00 for electric powered cart

**\*Active Military individuals** – No Golf Course fees charged.

## Water Resource Fee

.50 cents per 9 holes and \$1.00 per 18 holes of golf.

Tournaments and groups of 20 or more players are \$35 per person, includes cart for two people. Must schedule and pay at Golf Pro Shop with seven (7) days advance notice to be guaranteed rate and tee times. Tee times are strongly recommended. The Golf Course is scheduled to open in March 2020 weather permitting. All golf course fees are non-refundable. Couples must have same residence. For more information, please call the Spring Creek Golf Pro Shop (775) 753-6331.

# SCA – Horse Palace Rules and Regulations

PLEASE REMEMBER the Horse Palace is for everyone's use. If you are doing something in the arena that occupies the entire ring and others arrive to use the facility, please use common courtesy, and allow them the same right of using the arena as you have.

The following is a list of rules and regulations that must be observed when using the Spring Creek Horse Palace.

## **A Horse Palace Pass is Required to use the Facility/Amenity.**

**TO AVOID ANY HOLD ON AMENITY ACCESS CARDS,  
PROPERTIES MUST BE CURRENT ON THEIR ASSESSEMENTS AND MUST BE IN  
COMPLIANCE SCA DORs and COA RULES AND REGULATIONS**

### **Rules**

- NO ALCOHOLIC BEVERAGE ALLOWED
- NO SMOKING ALLOWED
- NO DOGS are allowed in the facilities/amenities with the exception of service animals.
- No loose horses.
- No unsupervised Children
- Please tie horses to tie-racks only.
- Please leave all gates shut and latched.
- User(s) riding after hours are required to make sure all doors are shut and secure.
- All lights must be turned off upon leaving.
- Please do not clean your trailer in the parking lot.
- NO HORSESHOEING, HOOF TRIMMING OR CLEANING ALLOWED.

### **Riding Pass Rules**

- User(s) must have a current authorization card with them at all times while using the facility.
- Cards DO NOT include guests.
- Staff will ask to see your card, if you do not have it, user(s) will be asked to leave.

### **THREE STRIKE RULE**

**If you are riding without a pass or waiver:**

1. First Time: Given a warning and asked to Pay for that day.
2. Second Time: 60-Day suspension from riding. If identified riding within the 60-day time frame, it will be considered trespassing on SCA property.
3. Third Time: No longer allowed to ride at the HP. It will be considered trespassing on SCA property.

### **Regulations/Policies**

The following rules and policies were adopted by the Board of Directors and became effective on January 01, 2007. All users of the Horse Palace are required to purchase a pass to use the facility/amenity. Passes can be obtained at the Spring Creek Association Office, located at 401 Fairway Blvd, Spring Creek, NV. Passes will not be issued at the Horse Palace. **Staff will ask to see your pass, so please make sure you have it with you when utilizing the facility.** The fees will help to offset some of the cost of operation. Thank you

- The Horse Palace is a multi-use facility/amenity which will accommodate non-equestrian uses from time-to-time.
- All users are required to sign waivers. The waivers can be obtained at the SCA office or online at <https://www.springcreeknv.org> under forms. No other waivers may be used unless it has first been reviewed by the SCA Attorney and approved by the SCA Board of Directors.
- **All events will be required to provide a \$1,000,000.00 liability policy naming the Association as a co-insured during the entire duration of the event.**
- SCA staff will book events and schedule Horse Palace use. (NOTE: Every attempt will be made to achieve balance between homeowner use and events. With User(s) paying to use the facility/amenity, it must be available no less than 50% of the time.) Any User(s) or entity wishing to reserve the Horse Palace for an event which is a "non-standard" use, will be reviewed to determine if the use is suited for the facility/amenity and can be reasonably accommodated. It is at the SCA President's discretion to bring the event before the SCA Board of Directors.
- Horse Palace schedule of events will be provided to the SCA Board of Directors every month as part of their agenda packet. Any new events scheduled for the Horse Palace will be reported to the Board.
- The Horse Palace Advisory Committee along with the SCA Staff will promote the Horse Palace to attract more events and users.
- The SCA and the Horse Palace Advisory Committee will sponsor events such as the Hunter Jumper Classic, Ranch Hand rodeo, Rough Stock Rodeo, and the other events feasible for the purpose of generating revenue to be used for improvements to the Horse Palace. SCA sponsored events will not pay reservation fees or other fees associated with use of the facility.
- When the Horse Palace is not reserved, it is open to all authorized users. During open times, every authorized user has the right to use the facility/amenity.
- All property owners and non-property owners will pay fees for utilization of the Horse Palace. Fees will be paid, and waivers signed, at the Spring Creek Association office.
- An authorization card is required for all users of the arenas whether they are riding or not.
- Users must carry their authorization card at all times when using the Horse Palace and must present the card when asked by staff. Anyone without an authorization card in their possession will be asked to leave.
- Any youth group using the facility/amenity must have an adult present at all times.

# SCA – Horse Palace Rental Fees

## Event Reservations:

Indoor Arena  
Outdoor Arena  
Roping Events  
Damage deposit for arena rentals  
Cleaning deposit for arena rentals

## Non-Ticketed and Ticketed Events

\$500.00  
\$200.00  
\$350 or 10% stock charge whichever is greater  
\$400.00 Refundable  
\$500.00 Refundable

## Reservation Deposit

\$250.00 Non-Refundable (due at the time of booking)

## Additional Charges:

Lights \$40.00 per hour  
Generator (additional lighting) \$70.00 per hour  
P.A. System \$20.00 per event  
Staff assistance, tractor work \$30.00 per hour  
Heaters \$130.00 per hour  
\$130.00 per hour if all heaters are used. The cost for the Bleacher heaters is \$30.00/hr. the 4-unit arena heaters are \$35.00/hr. and the 6-unit arena heaters are \$65.00/hr.

## STALL AND CORRAL RENTAL FEES

	Owner/Resident	Non-Owner
Large Corral Monthly	\$500.00	\$750.00
Small Corral Monthly	\$200.00	\$300.00
Water Heater Monthly	\$50.00	\$50.00
Stalls Indoor	\$25.00	\$25.00
Stalls Outdoor	\$25.00	\$20.00
RV Spots	\$10.00	\$10.00
Water/Septic	\$25.00	\$25.00

## Group Rates/Practices Only

Property	Non-Property
adult-\$5	adult-\$10
child-\$3	child-\$5
8 and under free	

## USER PASS FEES

	<u>SCA Resident</u>	<u>Non-Member</u>
<b>Adult Pass</b>		
Daily	\$10.00	\$20.00
Monthly	\$35.00	\$60.00
90 Day	\$65.00	\$115.00
6 Month	\$105.00	\$160.00
Annual	\$160.00	\$290.00
<b>Youth 17 &amp; Under Pass</b>		
Daily	\$7.00	\$10.00
Monthly	\$13.00	\$18.00
90 Day	\$21.00	\$42.00
6 Month	\$53.00	\$75.00
Annual	\$75.00	\$115.00
<b>Couples Pass</b>		
Monthly	\$53.00	\$105.00
90 day	\$105.00	\$210.00
6 Month	\$190.00	\$340.00
Annual	\$285.00	\$550.00
<b>Family Pass: 2 adults and 2 youths; each additional youth PO \$2.00 / Non-PO \$7.00; each additional adult PO \$30.00 / Non-PO \$48.00</b>		
Monthly	\$80.00	\$145.00
90 Day	\$150.00	\$300.00
6 Month	\$265.00	\$500.00
Annual	\$425.00	\$750.00
<b>Senior Pass (ages 55 and up)</b>		
Monthly	\$21.00	\$48.00
90 Day	\$42.00	\$95.00
6 Month	\$80.00	\$160.00
Annual	\$120.00	\$245.00
<b>Senior Couples Pass</b>		
Monthly	\$30.00	\$80.00
90 day	\$60.00	\$160.00
6 Month	\$120.00	\$300.00
Annual	\$210.00	\$460.00

# SCA – Marina Rules and Regulations

These facilities and amenities belong to the property owners of Spring Creek. It is maintained by the Spring Creek Association. The following rules have been adopted by the Board of Directors. The rules are for everyone's benefit, so the Marina may be enjoyed by all. Additional Rules and Regulations may be posted at facilities/amenities

**A Marina Use Pass is Required to use the Facility/Amenity & Access Cards or PIN required for entry.**

## **TO AVOID ANY HOLD ON AMENITY ACCESS CARDS, PROPERTIES MUST BE CURRENT ON THEIR ASSESSEMENTS AND MUST BE IN COMPLIANCE SCA DORs and COA RULES AND REGULATIONS**

### **General:**

- This facility is private property. Property owner or renter cards are required.
  - Non-Owner passes are available from the Spring Creek Association Office.
- Property owners or renters must accompany all guests. Passes are required for non-property owners.
- Parking allowed in designated areas only. No parking on beaches or paths.
- Speed Limit is five (5) miles per hour.
- NO OHVs, ATVs, DIRT BIKES, SIDE-BY-SIDES, SCOOTERS OR KARTS ALLOWED AT THE MARINA/PARK. (Please review OHV Operations within the Spring Creek Association located in this packet.)
- **Children under 18 years of age must be accompanied by an adult at all times.**
- No Alcohol or glass containers.
- No Smoking.
- Discharging weapons, pistols, BB guns, pellet guns, and bow/arrows is prohibited.
- User(s) are responsible for cleanup of facilities/amenities. User must remove all debris from walls, floors, ceilings, and tables and deposit it in the appropriate trash containers.
- Fires may be built in the barbecue pits only.
- Fires must be extinguished prior to leaving the area.
- The Park/Marina closes at dusk or posted times.
- No camping – follow posted marina open and close hours.
- Loud music and/or abusive language will not be tolerated.
- Exercise equipment is to only be used by adults 18 years of age or older.
- Use equipment or facilities/amenities at your own risk.
- No tampering with equipment, docks, swim ropes or buoys, restrooms. Vandalism will be prosecuted.

### **Animals/Pets**

- **Dogs must be on a leash. No electronic leashes are permitted.**
- **No Dogs allowed on the main dock or in the swim beach area.**
- Dog Waste stations are located throughout the Marina. Please pick up pet waste and deposit in the appropriate waste receptacles.
- Horses are not allowed within the Park/Marina.
- No feeding of animals, birds, or waterfowl.
- Hunting and trapping of wildlife is prohibited.

### **Dock, Beach, Swim and Dam Areas**

- **No fishing is allowed from the main dock or swim beach.**
- **Children under 18 years of age must be accompanied by an adult at all times.**
- No horseplay or fighting.
- Bicycles are not allowed on the dock, beach, or grass areas.
- Skateboards, rollerblades, roller-skates, or scooters are not allowed at the playground area, beach, or dock.
- **NO LIFEGUARD ON DUTY.** Swim at your own risk.
- Anyone swimming must wear a life jacket or safety device.
- Diving and jumping, from the dock or shore diving is prohibited at all times.
- No one is allowed on the island.
- No motorized vehicles allowed on dam.

### **Fishing/Limits on Fish:**

- Fishing hours are from dawn to dusk only.
- No fishing is allowed from the main dock or swim beach.
- Limit of fish: Three (3) fish per person or seven (7) per family or group per day.
- One pole per person – no netting.
- No motorized or electric motorboats of any kind will be allowed on the water.
- No live bait allowed. Worms are permitted.
- No chumming allowed.
- Two (2) Rainbow Trout and two (2) Largemouth Bass per person.
- Five (5) Rainbow Trout and five (5) Largemouth Bass per family.
- One (1) Sunshine Bass and one (1) Catfish per person.
- Two (2) Sunshine Bass and two (2) Catfish per family.
- Catch and release is encouraged for Sunshine Bass and Catfish.
- No limits on Yellow Perch or Bluegill.

## SCA – Marina Fee Schedules

Area	Property Owner	Non-Property Owner
Area #1 (Tables 1,2,4,5) ea. Table	\$25/4 Hours	\$50/4 Hours
Area #2 (Table 3)	\$25/4 Hours	\$50/4 Hours
Area #3 (Tables 7,8,9,10,11) ea. Table	\$25/4 Hours	\$50/4 Hours
Area #4 (Large Grass Area)	\$150/4 Hours	\$500/4 Hours
Area #5 (Large Field Parking Area)	\$150/4 Hours	\$500/4 Hours
Pavilion	\$150/4 Hours	\$300/4 Hours
Sports Court	\$200/4 Hours	\$400/4 Hours
Cleaning Deposit	< 50 People: \$150 50 to 149 People: \$200 150 + People: \$300	< 50 People: \$150 50 to 149 People: \$200 150 + People: \$300
Dumpster* (User(s) responsible for ordering and payment)	Cost per Elko Sanitation Rates	Costs per Elko Sanitation Rates
Electric	\$25.00/Day	\$25.00/Day
Access to power may be available. User(s) must request the use of power in advance. There may be a charge for power usage. Outages of power may not be repaired immediately. No refunds. (110 outlets only)		
*Reminder, no facilities will be shut down for rental from the public. Public is able to access all areas within the Marina at any time during events.		

Area	Size	Seating
Area #1 Tables (1,2,4,5,6)	14' x 20'	12 ea. / 60 all
Area #2 Table 3	14' x 20'	12 Total
Area #3 Tables (7,8,9,10,11)	14' x 20'	12 ea. / 60 all
Area #4 Large Grass Area Marina Main	6 acres	
Area #5 Large Field Parking Area	7.6 acres	
Dock	Walkway: 85' x 7.5'	None
	Dock: 40' x 35'	

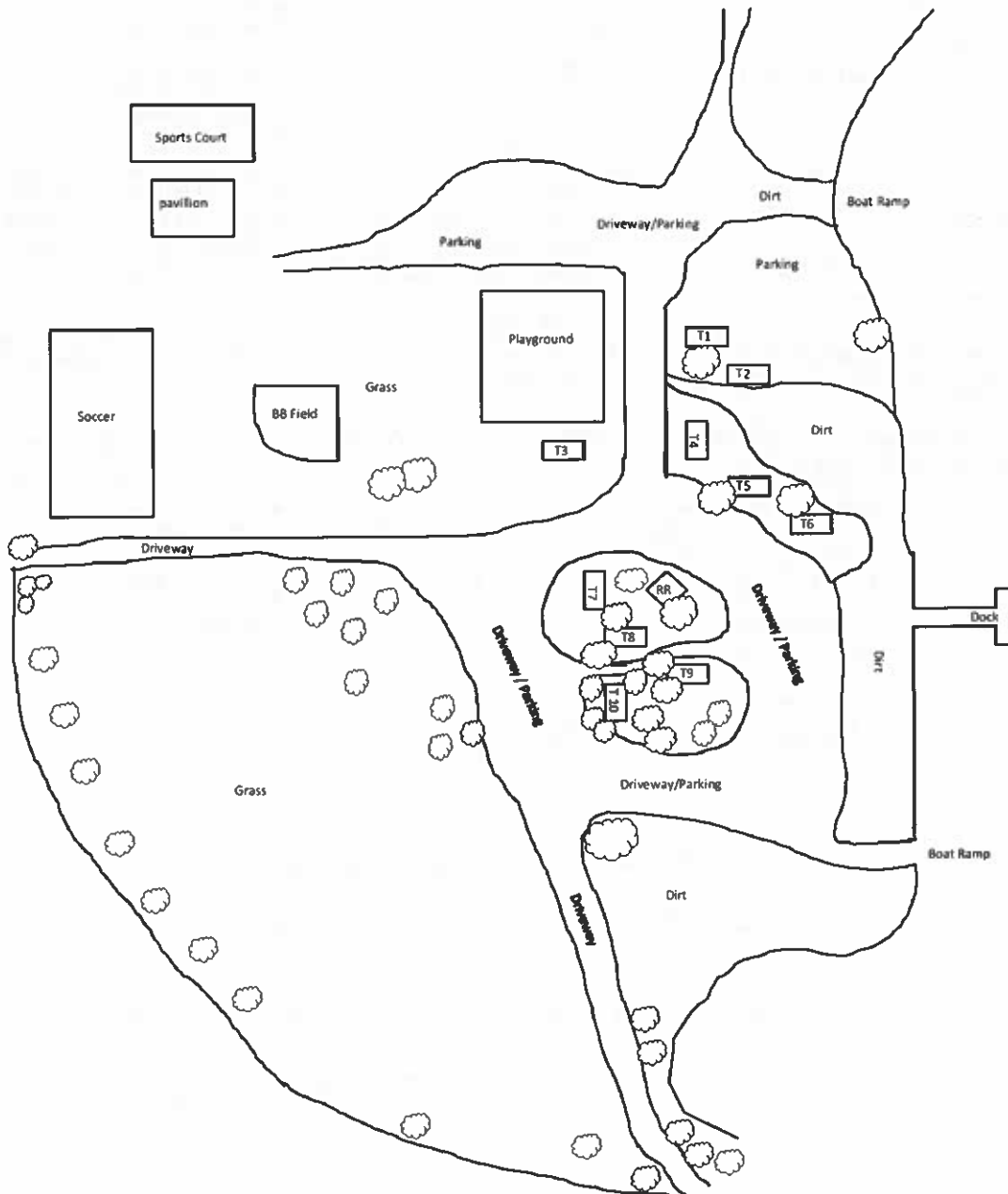
### SCA – Marina Access Rates: Non-Property Owners

#### NON-PROPERTY OWNERS: PIN CODE ONLY – DAILY PASS

Non-Property Owner PIN CODE COST: \$20 PER PERSON/PER DAY

VALID FROM PARK/MARINA OPENING TO CLOSING, ONE DAY ONLY

# SCA – Marina Layout



# SCA – Playground Rules

These facilities and amenities belong to the property owners of Spring Creek. It is maintained by the Spring Creek Association. The rules are for everyone's benefit, so the playgrounds may be enjoyed by all. Additional Rules and Regulations may be posted at facilities/amenities.

PLEASE OBEY THE FOLLOWING RULES TO ENSURE SAFETY AT OUR PLAYGOURNDS

Rules for All Playgrounds located at SCA Facilities/Amenities.

**The Playgrounds are designed for smaller children.** Please respect the play equipment. If you see abuse, please contact the Spring Creek Association.

- Use playgrounds at your own risk.
- **Children under 18 years of age must be accompanied by an adult at all times.**
- CAUTION: Playground equipment may be hot.
- Parents, please inspect all playground equipment before your child plays.
- Please report issue to (775) 753-6295.
- Shoes are required. No bare feet.
- Skateboards, rollerblades, roller-skates, or scooters are not allowed at the playground area, beach, or dock.
- Do not wear clothing with drawstrings. Drawstrings can cause a choking hazard if they become caught on equipment.

Issues: Please contact the Spring Creek Association at (775) 753.6295.

## SCA – SHOOTING/RIFLE RANGE RULES AND REGULATIONS

These facilities and amenities belong to the property owners of Spring Creek. It is maintained by the Spring Creek Association. The following rules have been adopted by the Board of Directors. The rules are for everyone's benefit, so the Shooting/Rifle Range may be enjoyed by all. Additional Rules and Regulations may be posted at facilities/amenities

### **An Amenity Access Card or PIN Code is Required to use the Facility/Amenity.**

### **TO AVOID ANY HOLD ON AMENITY ACCESS CARDS, PROPERTIES MUST BE CURRENT ON THEIR ASSESSEMENTS AND MUST BE IN COMPLIANCE SCA DORs and COA RULES AND REGULATIONS**

When range rules get broken, it is usually because of the lack of education and the lack of practice of proper techniques. **ALWAYS PRACTICE GUN SAFETY.**

#### **RULES**

- **MAXIMUM RANGE 200 YARDS.**
- **Range markers are located at 50, 100 and 200 yards.**
- **Please use appropriate target stands. (See below for target stand specifications.)**
- **Do not shoot at rocks, fence posts, or outside of designated range boundaries.**
- Range is open for dawn to dusk unless otherwise posted.
- All Firearms must be holstered or cased in unloaded condition while going to or from the range.
- Consider all firearms to be loaded.
- Always keep your finger off the trigger until ready to shoot.
- Always keep muzzle pointed downrange.
- If you bring more than one firearm, use only one at a time. When finished, case the unloaded firearm and its ammunition before un-casing the next one.
- Know your target and what is behind it.
- Use only the correct ammunition for your firearm. SCA does not permit TRACER ammunition.
- No open toed or open heel shoes are allowed. Shooter must have appropriate footwear in order to enter the range area.
- All firearms on firing line are to be unloaded and actions open during target inspection.
- **NO ALCOHOL OR DRUGS ARE ALLOWED AT THE RANGE.**
- **NO SMOKING IS ALLOWED AT THE RANGE.**
- **NO OFF-SITE SHOOTING.**
  - Please protect this facility/amenity from vandalism.
  - Please report anyone shooting outside the range or at buildings and facilities/amenities.
  - This is the Property of the Homeowner's of Spring Creek Association.
  - **DON'T LET OTHERS DESTROY IT.**
- Shotguns and clay pigeons prohibited.
- Handguns NOT permitted on rifle side of range.
- Firing line is the provided tables.
- Shoot from firing line.
- If a fellow shooter requests "Cease Fire" in order to go check on targets, stop all shooting immediately, put down your firearm and back away from the firing line. Do NOT re-approach the firing line or pick up your firearm until the "All Clear" signal is given.
- **Adult supervision required for youth under 18 years old.**
- Hearing and eye protection required.
- Shooters may collect their brass behind the firing line once they have unloaded and cased their firearm and are ready to leave the range.
- Do not shoot target stand berms.
- Tables and target stands are numbered for lane assignments.
- No cardboard boxes, plastic cartons, pallets, or jugs to be used as targets.
- No glass allowed at the range.
- Please be courteous and respectful to others. Act responsibly at all times. Foul language, horseplay or any other unsafe activity will not be tolerated and will be cause for the participant(s) to be ejected from the facility.
- Please clean and check your firing line station upon leaving. (i.e., trash, targets, etc.)
- Abuse or misuse of this facility/amenity could cause suspension of your right to use this facility.

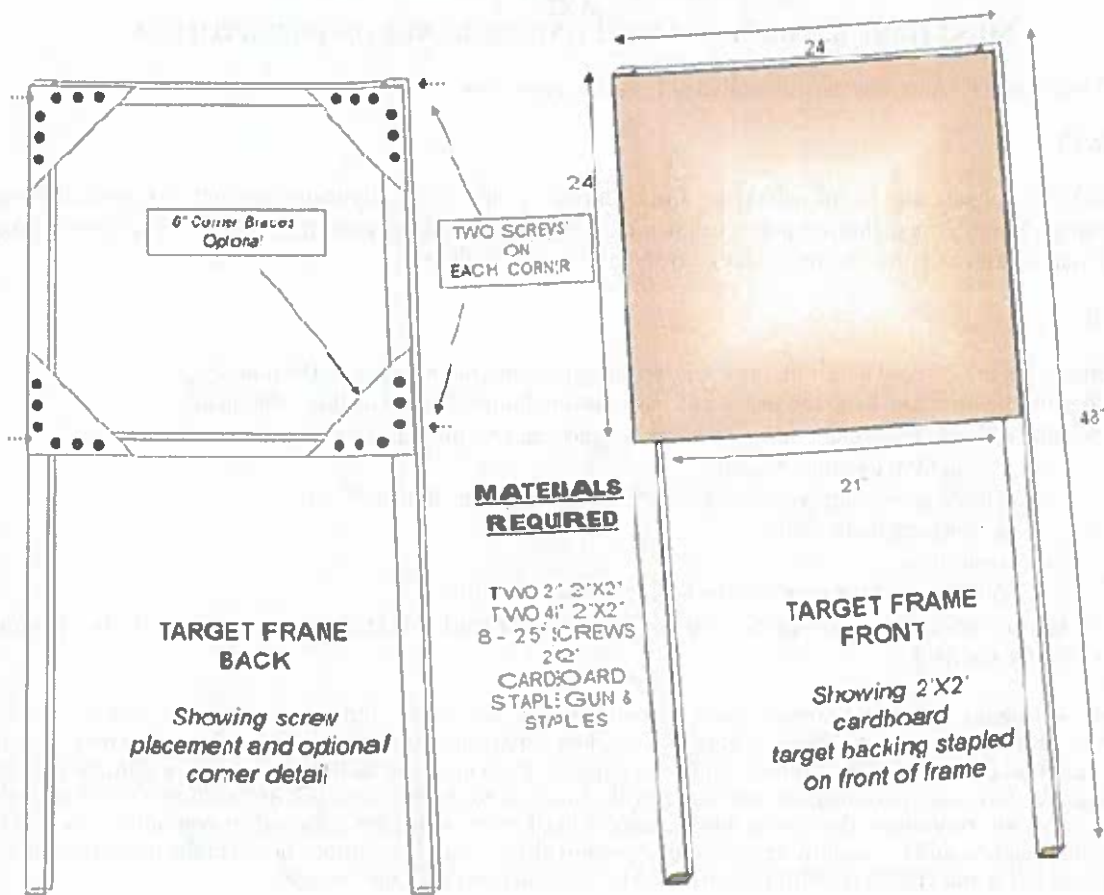
**IF YOU WITNESS ANY RULES BEING BROKEN, VIOLATIONS OF RULES OR GUN SAFETY, PLEASE  
CALL (775) 753-6295 OR ELKO COUNTY DISPATCH AND ASK FOR A DEPUTY SHERIFF (775)777-7300.**



## SCA – SHOOTING/RIFLE RANGE TARGET STAND CONSTRUCTION

Suggested Target Stand Construction: Will fit in Rifle Range yardage holders.

Backing Material can be Chicken Wire or Cardboard.



## SCA – SPORTS COMPLEX & FIELD(S) USAGE

### **PERMITS for League/team(s) are Required to use any of the SCA fields.**

**ALL LEAGUE(S) OR TEAM(S) USERS MUST MAKE RESERVATIONS  
FOR ANY TYPE OF FIELD USAGE  
AND  
MUST HAVE A POLICY OF LIABILITY INSURANCE ON FILE WITH SCA.**

Additional Rules and Regulations may be posted at facilities/amenities

### **INSURANCE**

All organizations, leagues, and teams will secure and maintain a policy of liability insurance in the amount of \$1,000,000 combined single limits. The insurance policy will name the **Spring Creek Association** and its employees and agents as additional insured and will provide for 30-days written notice of cancellation.

### **PERMITS**

As a condition of being granted a permit, organizations, leagues, and teams agree to the following:

- Pick up the litter and keep the restrooms clean during hours that the facility is being used.
- Permits will only be issued to organizations, leagues, and teams which are in good standing with:
  - Payment of user fees to date,
  - Player agreements received for each and every player signed off on,
  - A complete team roster,
  - Insurance,
  - And meeting the needs of the Spring Creek Community.
- Spring Creek teams and non-profits will take precedent on the fields at all times regardless of when a request was put in for the field.

Organizations, leagues, and team further agree, without limiting any other similar requirements, to save and hold the Spring Creek Association and its officers, agents and employees harmless from any claim for loss or damage to person or property, based on injury or loss sustained by anyone using or present at the facility during above named organization's use of the facility. Organizations, leagues, and teams will, at no cost to the Spring Creek Association, defend or resolve any such claims and will reimburse the Spring Creek Association for any expenses incurred in responding to such claims. Organizations, leagues, and teams fully agree and understand all terms and conditions noted in the issued permits, as well as the GUIDELINES and HOLD HARMLESS AGREEMENT associated with field usage.

### **GUIDELINES**

- All users of the Spring Creek Association fields must request use through the Spring Creek Association. Assigning facilities is the sole responsibility of the President or his/her designee. Organization, league, or team representatives must attend a scheduled meeting with the SCA President or his/her designee, or permits may not be issued. Should a representative not attend this scheduled meeting you will **not** receive a field permit, which will result in your league not being able to play for that year. **This application will be accepted thirty (30) days in advance of each seasons start date.**
- Each league is required to supply a current list of league officers, practice schedules, playing schedules, tournament dates and a complete roster. This list is needed **PRIOR** to the start of league field use. **PLEASE DO NOT ASSUME WE KNOW YOUR PLAYING AND TOURNAMENT SCHEDULES.**
- Organizations, leagues, and teams must secure and maintain a policy of liability insurance in the amount of \$1,000,000 per occurrence. The insurance policy must name the **Spring Creek Association** and its employees and agents as additional insured and must provide for 30-days written notice of cancellation.
- Please do not change any buildings, backstops, fields, dugouts, field proper, concessions, etc., until it is approved through the Spring Creek Association President or his/her designee. Construction or placement of foreign objects on any field or surrounding area by individual organizations, leagues or teams is prohibited. Field improvement and enhancement suggestions are accepted in writing for consideration and budgeting purposes only. Should your organization, league, or team place or install any improvements to the fields (scoreboards, bleachers, etc.), the improvements will become part of the facilities and will not be allowed to be removed from the facilities and shall be allowed to be used by other patrons of the facilities.
- All user(s) must follow all posted rules, regulations, and signs. Park in designated areas only.
- Do NOT attempt to change/adjust irrigation clocks and please inform your coaches not to do so. Call the Spring Creek Association and they will make the necessary adjustments.

- Please allow ample time (the more, the better) for requests for service to fields. If you have a tournament coming up, please request services at least two (2) weeks in advance.
- Please remind your coaches to set a good example for children and fellow team members. For example: it does not look good when the coach breaks into a field building or cuts off a lock while everyone is standing around watching. This is not good citizenry.
- Organizations, leagues, and teams will be charged for repairs, including overtime, due to facility break-ins, irrigation system tampering, or electrical mishaps due to overloading the circuit (**BY ORGANIZATION, LEAGUE, OR TEAM MEMBERS**).
- We will require two sets of keys to every lock you install. SCA reserves the right to cut any locks installed by an organization, league, or team.
- All leagues are responsible for their own electricity bills.
- Please use common sense regarding lighting. **Turn the lights on when it gets dark and off as soon as the game ends.** Encourage coaches/parents/players to talk at their cars, not on the fields under the lights.
- **All youth leagues are required to pay a \$15.00 player fee per player, per sport season to the Spring Creek Association accompanied with a full roster of each player in your league. All adult leagues are required to pay a \$25.00 player fee per player accompanied with a full roster of each player in your league.** This money will be used for repairs, improvements and any other requests that may be needed for the designated fields. Payment is due to the Spring Creek Association within thirty (30) days of the first practice, game, or field use EACH season.
  - Travel Team/Season is separate from league team/season.
  - The only exception to this rule is if the player has already been paid for during that season because they played in a league (same sport), they do not have to pay twice for a travel team.
  - All players from outside of the Spring Creek Association must also pay the player fee. **Spring Creek Association teams will have precedent over teams who have outside Spring Creek players. This may mean the SCA will reschedule your practice times and days because a Spring Creek team requested fields.** Example: A team whose roster containing 100% of players living within the Association will have precedent over a team whose roster contains less than 100% of the players living within the Association.

## SCA – SPORTS FIELD RENTALS

- If tournaments are run during a league's normal season, no charge if they are part of the league season play.
- Must fill out field liability usage form.
- Must provide port-a-potty facility at own expense at SCA's discretion.
- Must provide dumpster and extra trash cans with liners at SCA's discretion.
- Must pick-up trash in all areas.
- RV Parking at SCA's discretion, must receive President's approval.
- NO RV dumping allowed at any property.

### FOR TOURNAMENTS AND EVENTS OUT OF LEAGUE SEASON: SEE CHARGES BELOW:

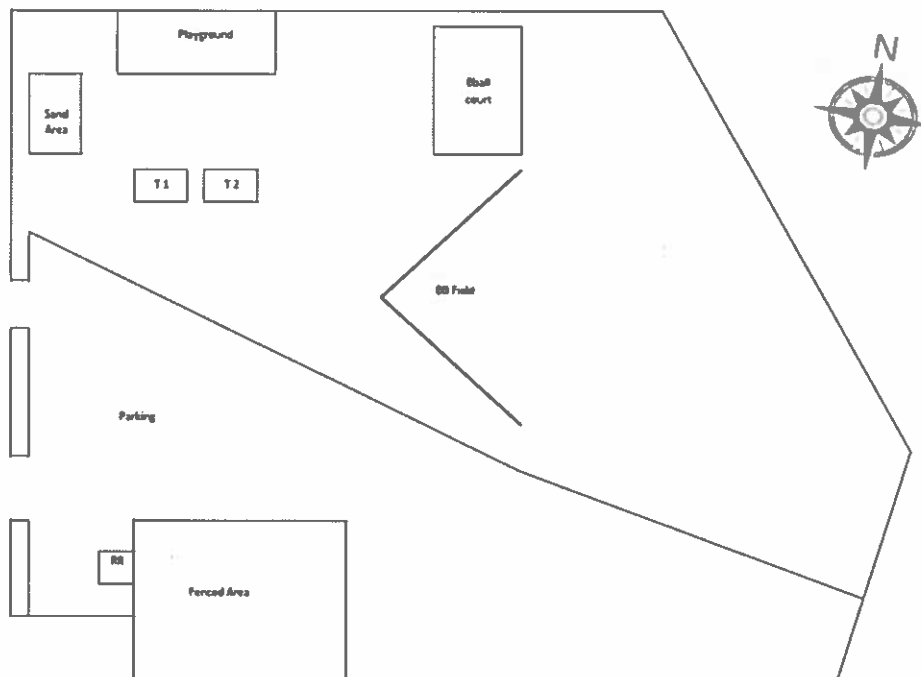
Area	Property Owner	Non-Property Owner
Schuckmann's 4 Baseball/Softball Fields	\$100 – Single Field Rental \$80 per field – Multiple Field Rental	\$200 – Single Field Rental \$160 per field – Multiple Field Rental
Fire House Baseball Field	\$100 \$ 35 per hour for lights	\$200 \$ 35 per hour for lights
Marina Baseball Field	\$50	\$100
Vista Grande Field Baseball	\$50	\$100
Schuckmann's Soccer Fields (9 Fields)	\$80 per field \$720 for entire fenced area	\$160 per field \$1440 for entire fenced area
Schuckmann's Football Fields (2 Fields)	\$80 per field	\$160 per field
<b>Cleaning Deposits:</b> Refundable	< 50 People:     \$150 50 to 149 People: \$200 150 + People:    \$300	< 50 People:     \$150 50 to 149 People: \$200 150 + People:    \$300
Dumpster User(s) responsible for ordering and payment	Cost per Elko Sanitation Rates	Costs per Elko Sanitation Rates
Porta Toilets Required for All Events: User(s) responsible for ordering and payment	Under 50 ppl = 2 units 50-100 ppl = 3 units 100-200 ppl = 4 units 200+ confirm with SCA	Under 50 ppl = 2 units 50-100 ppl = 3 units 100-200 ppl = 4 units 200+ confirm with SCA

## SCA – VISTA GRANDE PARK FEE SCHEDULE

Area	Property Owner	Non-Property Owner
Table #1	\$10/4 Hours	\$25/4 Hours
Table #2	\$10/4 Hours	\$25/4 Hours
<b>Cleaning Deposit</b> Refundable	< 50 People: \$150 50 to 149 People: \$200 150 + People: \$300	< 50 People: \$150 50 to 149 People: \$200 150 + People: \$300
Dumpster (User(s) responsible for ordering and payment)	Cost per Elko Sanitation Rates	Costs per Elko Sanitation Rates
*Reminder, no facilities will be shut down for rental from the public. Public is able to access all areas within the Park at any time during events.		

Area	Size	Seating
Table #1	15' x 20'	12 each
Table #2	15' x 20'	12 each

## SCA – VISTA GRANDE PARK LAYOUT



**Vista Grande Park**



Financial Statements  
December 31, 2021  
Spring Creek Association



# Spring Creek Association

Table of Contents  
December 31, 2021

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Independent Auditor's Report .....	1
Financial Statements	
Balance Sheet .....	4
Statement of Revenues, Expenses, and Changes in Fund Balances .....	5
Statement of Cash Flows .....	6
Notes to Financial Statements .....	8
Required Supplementary Information	
Major Future Repairs and Replacements .....	15
Supplementary Information	
Schedule of Revenues and Expenses – Budget and Actual .....	16
Test of Assessment Limitations (unaudited) .....	18
Schedule of Operating Departmental Revenues and Expenses .....	19
Schedule of Other Revenues .....	20





## **Independent Auditor's Report**

**The Board of Directors  
Spring Creek Association  
Spring Creek, Nevada**

### **Report on the Audit of the Financial Statements**

#### **Opinion**

We have audited the financial statements of Spring Creek Association (the Association), which comprise the balance sheet as of December 31, 2021, and the related statement of revenues, expenses, and changes in fund balances and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the financial position of the Association as of December 31, 2021, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

#### **Basis for Opinion**

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Association and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

#### **Responsibilities of Management for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Association's ability to continue as a going concern for one year after the date that the financial statements are available to be issued.

#### **Auditor's Responsibilities for the Audit of the Financial Statements**

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Association's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Association's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

#### **Required Supplementary Information**

Accounting principles generally accepted in the United States of America require that the Supplementary Information on Major Future Repairs and Replacements on page 15 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Financial Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our

inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

**Supplementary Information**

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary information on pages 16 through 20 is presented for the purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and, except for Test of Assessment Limitations marked "unaudited" on page 18, was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information, except for the Test of Assessments Limitations marked "unaudited", has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, except for the Test of Assessments Limitations marked "unaudited", on which we express no opinion nor any assurance, the information is fairly stated in all material respects in relation to the financial statements as a whole.

*Edie Sallly LLP*

Elko, Nevada  
December 8, 2022

# Spring Creek Association

## Balance Sheet

December 31, 2021

	Operating Fund	Property Fund	Replacement Fund	Total
<b>Assets</b>				
Cash and cash equivalents	\$ 416,366	\$ 45,160	\$ 597,039	\$ 1,058,565
Cash and cash equivalents - designated for future capital expenses	748,977	-	-	748,977
Short-term investments	-	-	2,270,518	2,270,518
Assessments receivable	126,492	-	-	126,492
Other receivables	12,743	-	-	12,743
Accrued interest receivable	99	111	15,914	16,124
Inventories	32,412	-	-	32,412
Prepaid insurance	110,408	-	-	110,408
Lots owned	7,427	-	-	7,427
Due to (from) other funds	34,925	(3,049)	(31,876)	-
	<u>1,489,849</u>	<u>42,222</u>	<u>2,851,595</u>	<u>4,383,666</u>
Long-term investments	-	-	94,297	94,297
<b>Capital assets</b>				
Land and land improvements	-	5,328,592	-	5,328,592
Buildings	-	4,371,217	-	4,371,217
Equipment	-	3,969,071	-	3,969,071
Construction in progress	-	30,204	-	30,204
	-	13,699,084	-	13,699,084
Accumulated depreciation	-	(5,883,117)	-	(5,883,117)
	-	7,815,967	-	7,815,967
<b>Total assets</b>	<u>\$ 1,489,849</u>	<u>\$ 7,858,189</u>	<u>\$ 2,945,892</u>	<u>\$ 12,293,930</u>
<b>Liabilities and Fund Balances (Deficit)</b>				
<b>Current Liabilities</b>				
Accrued payroll and related expenses	\$ 180,104	\$ -	\$ -	\$ 180,104
Assessments received in advance	529,781	-	-	529,781
Accounts payable	79,952	-	-	79,952
Deferred revenue - unspent reserve assessments	748,977	-	-	748,977
Deferred revenue - building lease	199,333	-	-	199,333
Security deposits	1,560	-	-	1,560
<b>Total current liabilities</b>	<u>1,739,707</u>	<u>-</u>	<u>-</u>	<u>1,739,707</u>
<b>Fund Balances (Deficit)</b>	<u>(249,858)</u>	<u>7,858,189</u>	<u>2,945,892</u>	<u>10,554,223</u>
	<u>\$ 1,489,849</u>	<u>\$ 7,858,189</u>	<u>\$ 2,945,892</u>	<u>\$ 12,293,930</u>

See Notes to Financial Statements

**Spring Creek Association**  
**Statement of Revenues, Expenses, and Changes in Fund Balances**  
**Year Ended December 31, 2021**

	Operating Fund	Property Fund	Replacement Fund	Total
<b>Revenues</b>				
Assessments	\$ 3,881,172	\$ -	\$ -	\$ 3,881,172
Lease income	100,847	-	-	100,847
Interest income/(loss)	24	4	(356)	(328)
Other general income	445,740	-	-	445,740
Golf course	524,875	-	-	524,875
Horse Palace	29,252	-	-	29,252
Trap and skeet	4,772	-	-	4,772
Buildings and facilities	113,580	-	-	113,580
Roads and road construction	190,000	-	-	190,000
<b>Total revenues</b>	<b>5,290,262</b>	<b>4</b>	<b>(356)</b>	<b>5,289,910</b>
<b>Expenses</b>				
General expenses	1,400,222	-	13,309	1,413,531
Golf course	838,240	-	-	838,240
Horse Palace	137,946	-	-	137,946
Trap and skeet	10,319	-	-	10,319
Buildings and facilities	887,101	-	-	887,101
Roads and road construction	1,725,722	-	-	1,725,722
Security	2,126	-	-	2,126
Depreciation	-	532,715	-	532,715
<b>Total expenses</b>	<b>5,001,676</b>	<b>532,715</b>	<b>13,309</b>	<b>5,547,700</b>
<b>Excess (Deficiency) of Revenues Over Expenses Before Gains</b>	<b>288,586</b>	<b>(532,711)</b>	<b>(13,665)</b>	<b>(257,790)</b>
<b>Proceeds from insurance reimbursement</b>	<b>79,494</b>	<b>-</b>	<b>-</b>	<b>79,494</b>
<b>Forgiveness of PPP Loan</b>	<b>336,700</b>	<b>-</b>	<b>-</b>	<b>336,700</b>
	<b>416,194</b>	<b>-</b>	<b>-</b>	<b>416,194</b>
<b>Excess (Deficiency) of Revenues Over (Under) Expenses</b>	<b>704,780</b>	<b>(532,711)</b>	<b>(13,665)</b>	<b>158,404</b>
<b>Beginning Fund Balance (Deficit)</b>	<b>(173,085)</b>	<b>7,229,653</b>	<b>3,339,251</b>	<b>10,395,819</b>
<b>Interfund Transfers</b>				
Capital replacement reserve	(250,000)	-	250,000	-
Capital asset additions	(267,581)	897,275	(629,694)	-
Capital assets contributed	(237,496)	237,496	-	-
Golf course reserve	(26,476)	26,476	-	-
	<b>(781,553)</b>	<b>1,161,247</b>	<b>(379,694)</b>	<b>-</b>
<b>Ending Fund Balances (Deficit)</b>	<b>\$ (249,858)</b>	<b>\$ 7,858,189</b>	<b>\$ 2,945,892</b>	<b>\$ 10,554,223</b>

See Notes to Financial Statements

Spring Creek Association  
Statement of Cash Flows  
Year Ended December 31, 2021

	Operating Fund	Property Fund	Replacement Fund	Total
<b>Operating Activities</b>				
Excess (deficiency) of revenues over expenses	\$ 704,780	\$ (532,711)	\$ (13,665)	\$ 158,404
Adjustments to reconcile changes in fund balances to net cash from (used for) operating activities:				
Depreciation	-	532,715	-	532,715
Unrealized gain (loss) on investments held to maturity	-	-	15,185	15,185
PPP Loan forgiveness	(336,700)	-	-	(336,700)
Changes in				
Assessments receivable	20,114	-	-	20,114
Other receivables	(12,456)	-	-	(12,456)
Inventories	(3,569)	-	-	(3,569)
Accrued interest receivable	-	-	3	3
Prepaid insurance	(20,996)	-	-	(20,996)
Accrued payroll and related expenses	59,637	-	-	59,637
Assessments received in advance	274,308	-	-	274,308
Accounts payable	9,072	-	-	9,072
Deferred revenue - unspent reserve assessments	250,108	-	-	250,108
Deferred revenue - building lease	(38,163)	-	-	(38,163)
<b>Net Cash from Operating Activities</b>	<b>906,135</b>	<b>4</b>	<b>1,523</b>	<b>907,662</b>
<b>Investing Activities</b>				
Purchase of capital assets	(267,581)	(12,650)	(629,694)	(909,925)
Purchase of investments	-	-	(2,665,000)	(2,665,000)
Sale of investments	-	-	3,132,129	3,132,129
<b>Net Cash used for Investing Activities</b>	<b>(267,581)</b>	<b>(12,650)</b>	<b>(162,565)</b>	<b>(442,796)</b>
<b>Financing Activities</b>				
Due to/from other funds	(36,531)	36,531	-	-
Transfers in between funds	-	-	250,000	250,000
Transfers out between funds	(250,000)	-	-	(250,000)
<b>Net Cash from (used for) Financing Activities</b>	<b>(286,531)</b>	<b>36,531</b>	<b>250,000</b>	<b>-</b>
<b>Net Change in Cash and Cash Equivalents</b>	<b>352,023</b>	<b>23,885</b>	<b>88,958</b>	<b>464,866</b>
<b>Cash and Cash Equivalents, Beginning of Year</b>	<b>813,320</b>	<b>21,275</b>	<b>508,081</b>	<b>1,342,676</b>
<b>Cash and Cash Equivalents, End of Year</b>	<b>\$ 1,165,343</b>	<b>\$ 45,160</b>	<b>\$ 597,039</b>	<b>\$ 1,807,542</b>

See Notes to Financial Statements

**Spring Creek Association**  
**Statement of Cash Flows**  
**Year Ended December 31, 2021**

	Operating Fund	Property Fund	Replacement Fund	Total
Cash and Cash Equivalents Consist of				
Cash and cash equivalents	\$ 416,366	\$ 45,160	\$ 597,039	\$ 1,058,565
Cash and cash equivalents - designated for future capital expenses	<u>748,977</u>	<u>-</u>	<u>-</u>	<u>748,977</u>
	<u>\$ 1,165,343</u>	<u>\$ 45,160</u>	<u>\$ 597,039</u>	<u>\$ 1,807,542</u>
Investing and Financing Activities				
Transfer of capital assets to Property Fund	<u>\$ (267,581)</u>	<u>\$ 897,275</u>	<u>\$ (629,694)</u>	<u>\$ -</u>
Building improvements from tenant in lieu of rent	<u>\$ 237,496</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 237,496</u>

**Note 1 - Principal Business Activity and Significant Accounting Policies**

**Organizational Data**

Spring Creek Association began operations on April 8, 1971, was later incorporated on April 8, 1983 and is a non-stock, non-profit cooperative corporation formed as a residential real estate management association. The Association is responsible for preserving, maintaining, and operating the common areas of a 5,420 lot planned development totaling 23.4 square miles located in Spring Creek, Nevada. The Association is deemed a rural agricultural residential limited purpose common interest community pursuant to Nevada Revised Statute (NRS) 116.1201.

**Accounting Method**

The Association maintains its books of account on the accrual basis of accounting. Under this method of accounting, revenue is recognized when assessments are earned and all other revenues are recognized as the facilities are used or the revenue is earned. Expenses are recognized when goods or services are received, whether paid or not.

**Fund Accounting**

To ensure observance of limitations and restrictions on the use of financial resources, the Association has segregated its activities into three funds: the operating fund, property fund and the replacement fund. The operating fund accounts for all current operating transactions of the Association. The property fund accounts for all real and personal property purchased with Association funds, and the depreciation expense associated with that property. The replacement fund accounts for amounts set aside to provide for the future repair and replacement of the Association's common areas.

**Cash and Cash Equivalents**

The Association considers all highly liquid investments with an initial maturity at the date of purchase of three months or less as cash and cash equivalents.

**Investments**

The Association has not adopted a formal investment policy that would further limit its investment choices.

Certificates of deposit with remaining maturities of less than one year are classified as short-term investments. Certificates of deposit with remaining maturities greater than one year are classified as long-term investments.



### **Inventories**

Inventory is measured at the lower of cost or net realizable value. Net realizable value is the estimated selling price in the ordinary course of business, less reasonably predictable costs of completion, disposal, and transportation. Cost is determined by the first-in, first-out method. No reserve for obsolescence was deemed necessary in 2021. Inventories consist of golf pro shop merchandise, gasoline and diesel fuels.

### **Lots Owned**

Association-owned lots were acquired through purchase and are recorded at cost less any write-downs to fair value. Fair value write-downs are reported as asset impairments on the statement of revenues and expenses, and changes in fund balances. No asset impairment was recorded for 2021. These lots held are available for sale.

### **Capital Assets**

Certain real property common areas acquired by the Association from the developer are capitalized on the Association financial statements at the estimated fair market value at date of transfer. Assets purchased after that date are recorded at cost. Common areas maintained include the golf course and pro shop, park and fishing area, trap and skeet facilities, equestrian center, and other common areas and landscaping.

Personal property purchased by the Association is capitalized on the Association's financial statements at cost. Depreciation is computed using the straight-line method for all assets over the following estimated useful lives:

Land improvements	10 to 31.50 years
Buildings	5 to 40 years
Equipment	3 to 20 years

The carrying values of property and equipment are reviewed for impairment whenever events or circumstances indicate that the carrying value of an asset may not be recoverable from the estimated future cash flows expected to result from its use and eventual disposition. When considered impaired, an impairment loss is recognized to the extent carrying value exceeds the fair value of the asset. There were no indicators of asset impairment during the year ended December 31, 2021.

### **Revenue and Revenue Recognition**

The Association's governing documents provide certain guidelines for governing its financial activities. To ensure observance of limitations and restrictions on the use of financial resources, the Association maintains its accounts separately for operating fund (operating) activities, property fund activities and replacement fund activities. The Association recognizes all other revenue types at the time the related performance obligation is satisfied.

The Association disaggregates revenue from contracts with members into categories that depict how the nature, amount, timing and uncertainty of revenue and cash flows are affected by economic conditions. The Association incurs costs for capital assets in both the operating fund and the replacement fund, at year end the Association transfers the capital assets to the property fund. Any unspent reserve assessments remain in the operating fund at year end.

The Association recognizes operating assessment revenue in the month in which it is earned rather than received or when billed. Management does not believe an estimate for any variable consideration at the time of billing to owners exists based on historical cash collection trends. Operating revenue is used for the maintenance and management of common area property; as such, satisfaction of the performance obligation is considered to be completed when services are provided for the members.

Excess reserve assessments are recorded as deferred revenue – unspent reserve assessments in the accompanying balance sheet at year end in the operating fund.

Recreation programs, facility operations and other revenue is recognized when related programs and events occur.

#### **Assessments Receivable and Prepaid Assessments**

Association members are subject to monthly assessments to provide funds for the Association's operating expenses, future capital acquisitions, and major repairs and replacements. Assessments receivable at the balance sheet date represent fees due from property owners. The Association's policy is to retain legal counsel and place liens on the properties of homeowners' whose assessments are delinquent 120 days or more, thereby helping to enforce the collection of all assessments due the Association by homeowners. Management estimates uncollectible amounts based on the past experience. The Association considers all assessments receivable at December 31, 2021 to be fully collectible.

Payments received from property owners prior to December 31 of each year for subsequent year assessments represent revenue applicable to the succeeding year and, therefore, are deferred at year-end.

The beginning balance as of January 1, 2021, of assessments receivable and deferred revenue – unspent reserve assessments was \$146,606 and \$498,869, respectively.

#### **Concentrations of Credit Risk**

The Association maintains its cash and equivalents in bank deposit accounts and brokerage money market accounts which, at times, may exceed insured limits. The Association has not experienced any losses in such accounts. Board Policy #97-001 Revision 3 requires that all capital reserve accounts have FDIC insurance.

The Association believes it is not exposed to any significant credit risk on cash and equivalents; however, bank deposit accounts in excess of the Federal Deposit Insurance Corporation (FDIC) coverage at December 31, 2021 totaled \$1,329,387.

#### **Interest Income**

Interest income is allocated to the various funds based on the actual earnings of the financial accounts held by each fund.

### **Estimates**

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

### **Payroll Protection Program (PPP) Loan**

The Association was granted a \$336,700 loan in 2020 under the PPP administered by a Small Business Administration (SBA) approved officer. The loan is uncollateralized and is fully guaranteed by the Federal government. The Association initially recorded a note payable in 2020 and subsequently recorded 100% forgiveness in 2021, when the loan and all accrued interest was legally released by the SBA. The Association recognized \$336,700 of loan forgiveness income for the year ended December 31, 2021.

### **Future Changes in Accounting Principles**

FASB Accounting Standards Codification Topic 842, *Leases* (Topic 842), increases transparency and comparability among organizations by recognizing lease assets and lease liabilities on the balance sheet and discloses key information about leasing transactions. This standard was delayed to fiscal years beginning after December 15, 2021. The Association has opted to defer implementation of Topic 842 until required.

### **Note 2 - Replacement Fund**

State statutes and the Association's governing documents do not require funds to be accumulated for the replacement of its common areas or for general operations. However, the Association has designated certain monies for such purpose. Such funds are intended to provide for the cost of future replacement, repairs and maintenance when it is estimated that such items are needed. Actual expenditures may vary from the estimated amounts and the variations may be material. Therefore, amounts accumulated in the replacement fund may not be adequate to meet future needs. Although the Association is not subject to state statutes requiring preparation of a reserve study, the Association prepared a reserve study as of November 5, 2009. Estimated replacement costs were calculated using a pooled calculation with provisions for inflation of 1.25%, interest earnings of 2%, and no provision for taxes.

### **Note 3 - Income Taxes**

The Association is exempt from federal income taxes under Internal Revenue Code Section 501(c)(4). The Association was granted this status by the Internal Revenue Service on September 13, 2002.

As a social welfare organization, the Association is exempt from taxation of all revenues and expenses related to its exempt purpose, which is the acquisition, construction, management, maintenance and care of the Association's property.

The Association is taxed on the net income of any business activities unrelated to its exempt purpose. Net nonexempt function income, which includes rental income, is taxed at 21% by the federal government. The Association evaluates its tax positions that have been taken or are expected to be taken on income tax returns to determine if an accrual is necessary for uncertain tax positions. As of December 31, 2021, the unrecognized tax benefit accrual was zero. The Association will recognize future accrued interest and penalties related to unrecognized tax benefits in income tax expense if incurred.

#### **Note 4 - Employee Benefit Plans**

The Association established a 401(k) retirement plan for all eligible employees who meet certain eligibility criteria such as age, term of employment, etc. Eligible employees may elect to contribute to the plan a portion of their gross salary (subject to federal tax law limits). The Association currently matches up to \$4,500 of the employee's contributions. The amount of the Association's contribution to the plan is optional and is determined annually by the Association's Board of Directors. The total 401(k) match for 2021 was \$52,524.

#### **Note 5 - Lease Income**

The Association is the lessor in a number of month-to-month and short-term leases for property such as land rental, kiosk sign use, concessions space rental, and house rental. Long-term leases include sign pole rental, land use, and building use leases which terminate at various dates through April 2033. Amounts anticipated to be received from the long term leases for the next five years and thereafter are listed below:

<u>Year Ending December 31,</u>	<u>Amount</u>
2022	\$ 86,498
2023	86,498
2024	56,498
2025	52,254
2026	5,604
Thereafter	<u>35,492</u>
Total	<u>\$ 322,844</u>

The Association leases a building to the tenant in exchange for the tenant making improvements to the building in lieu of paying rent over the term of the lease. The Association received building improvements from the tenant valued at \$237,496 during the year ended December 2021. The value of the building improvements received in excess of 2021 rent represents revenue applicable to the succeeding year and, therefore, are deferred at year-end.

The beginning balance as of January 1, 2021 of deferred revenue - lease was zero.

**Note 6 - Leases**

The Association has two operating leases for office equipment in effect at December 31, 2021, with monthly payments aggregating to \$627. Lease expense was \$7,292 for the current year. Future obligations under these leases are:

<u>Year Ending December 31,</u>	<u>Amount</u>
2022	\$ 7,528
2023	7,528
2024	7,528
2025	6,479
2026	1,667
	<hr/>
Total	\$ 30,730

**Note 7 - Revenue from Contract Customers – Unspent Reserve Assessments**

The following table provides information about the significant changes in deferred revenue – unspent reserve assessments and the use of these funds for capital during the year ended December 31, 2021:

<u>Assessment increase designated to Operating Fund for capital assets:</u>	
2017 increase of \$2 per month approved November 16, 2016	\$ 65,076
2018 increase of \$5 per month approved October 25, 2017	128,976
2019 Increase of \$5 per month approved November 13, 2019	323,637
	<hr/>
Total assessments designated to Operating Fund for capital assets	\$ 517,689
<u>Capital assets funded by:</u>	
Operating Fund	\$ 267,581
Property Fund	12,650
Replacement Fund	629,694
	<hr/>
Total capital assets	\$ 909,925
Deferred revenue - unspent reserve assessments, beginning of year	\$ 498,869
Prior year unspent reserve assessments, expended for current year reserve expenditures in the Operating Fund	(267,581)
Collected current year reserve assessments	517,689
	<hr/>
Deferred revenue - unspent reserve assessments end of year and designated cash in the Operating Fund	\$ 748,977

**Note 8 - Commitments and Contingent Liabilities**

The following are the Association's commitments at December 31, 2021:

- On November 10, 2021, the Board approved entering into an agreement to sale the old Association Administrative Building for \$190,000, less selling costs.
- On November 10, 2021, the Board approved a \$4 per month increase to the assessments in 2022. This results in the annual assessments changing from \$768 to \$816.

**Note 9 - Subsequent Events**

The financial statements were available to be issued on and subsequent events were evaluated through December 8, 2022, the following subsequent events were noted:

- On February 23, 2022, the Board approved spending up to \$37,550 on a mower, \$80,000 on a sweeper, an additional \$425,000 on the splash pad at the Schuckmann's Sports Complex, \$37,000 on a storage building at Schuckmann's Sports Complex, and \$45,000 on fencing for the shooting range.
- On April 28, 2019, the Horse Palace roof and bathrooms were damaged by wind and snow, insurance proceeds were received to reimburse the Association for the damages in 2019 totaling \$184,846. In 2020 the Association spent \$47,719 on the repairs and in 2022 the Association spent an additional \$89,520 for the repairs, leaving an additional \$47,607 to be spent on the project.
- On November 9, 2022, the Board approved a \$4 per month increase to the assessments in 2023. This results in the annual assessments changing from \$816 to \$864.



**Required Supplementary Information**  
**December 31, 2021**

## **Spring Creek Association**

**Spring Creek Association**  
**Major Future Repairs and Replacements**  
**Year Ended December 31, 2021**

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The Board conducted a study in 2009 to estimate the remaining useful lives and the replacement costs of the components of common property. The Association has assessed the present condition of all common area components; estimated replacement costs relying upon published data, contractor's or engineer's estimates, and previously paid amounts; and estimated remaining lives, relying upon consultants or published data.

The following information is based on the study and presents significant information about the components of common property.

Major Component	Estimated Remaining Life (years)	Estimated Current Replacement Cost	Unspent Reserve Assessments at December 31, 2021
Equipment	0 - 20	\$ 3,869,904	
Furniture	0 - 6	14,087	
Lighting	0 - 2	41,385	
Roads	0 - 7	3,881,121	
Fencing	0 - 15	214,417	
Roofing	0 - 22	63,896	
Building components	0 - 37	4,633,087	
Other components	0 - 16	247,357	
Hardscape	0 - 20	803,771	
Total		<u>\$ 13,769,025</u>	<u>\$ 748,977</u>





**Supplementary Information**  
**December 31, 2021**

## **Spring Creek Association**

**Spring Creek Association**  
**Schedule of Revenues and Expenses – Budget and Actual**  
**Year Ended December 31, 2021**

<u>Operating Fund</u>	<u>Actual</u>	<u>Budget</u>	<u>Variance</u>
<b>Revenues</b>			
Assessments	\$ 3,881,172	\$ 4,126,704	\$ (245,532)
Interest income	24	5,100	(5,076)
Other general income	445,740	764,870	(319,130)
Lease income	100,847	72,740	28,107
Golf course	524,875	342,160	182,715
Horse Palace	29,252	33,150	(3,898)
Trap and skeet	4,772	4,500	272
Buildings and facilities	113,580	41,400	72,180
Roads and road construction	190,000	190,000	-
<b>Total revenues</b>	<u>5,290,262</u>	<u>5,580,624</u>	<u>(290,362)</u>
<b>Expenses</b>			
General expenses	1,400,222	1,529,777	129,555
Golf course	838,240	826,767	(11,473)
Horse Palace	137,946	156,832	18,886
Trap and skeet	10,319	11,920	1,601
Buildings and facilities	887,101	785,131	(101,970)
Roads and road construction	1,725,722	2,070,197	344,475
Security	2,126	-	(2,126)
<b>Total expenses</b>	<u>5,001,676</u>	<u>5,380,624</u>	<u>378,948</u>
<b>Net of Revenues and Expenses</b>			
<b>Before Gains</b>	<u>\$ 288,586</u>	<u>\$ 200,000</u>	<u>\$ 88,586</u>

**Spring Creek Association**  
**Schedule of Revenues and Expenses – Budget and Actual**  
**Year Ended December 31, 2021**

<u>Property Fund</u>	<u>Actual</u>	<u>Budget</u>	<u>Variance</u>
Revenues			
Interest income/(loss)	\$ 4	\$ -	\$ 4
Expenses			
Depreciation	<u>532,715</u>	<u>-</u>	<u>(532,715)</u>
Excess of revenues over (under) expenses	<u>\$ (532,711)</u>	<u>\$ -</u>	<u>\$ (532,711)</u>
 <u>Replacement Fund</u>			
Revenues			
Interest income/(loss)	\$ (356)	\$ -	\$ (356)
Expenses			
Major repairs and replacements	<u>13,309</u>	<u>200,000</u>	<u>186,691</u>
Excess of revenues over (under) expenses	<u>\$ (13,665)</u>	<u>\$ (200,000)</u>	<u>\$ 186,335</u>

**Spring Creek Association**  
**Test of Assessment Limitations (unaudited)**  
**Year Ended December 31, 2021**

<u>Year Ended</u>	<u>CPI Index</u>	<u>Index Change % From Base Year 1971</u>	<u>Maximum Assessment per CPI</u>	<u>Actual Assessment</u>
1971	40.3		\$ 144	\$ -
1972	41.6	1.30	149	-
1973	43.9	3.60	157	-
1974	48.6	8.30	174	48
1975	53.2	12.90	190	60
1976	56.5	16.20	202	72
1977	60.3	20.00	215	84
1978	64.5	24.20	230	93
1979	71.5	31.20	255	105
1980	81.8	41.50	292	126
1981	89.8	49.50	321	153
1982	95.8	55.50	342	168
1983	99.2	58.90	354	180
1984	103.4	63.10	369	180
1985	107.3	67.00	383	186
1986	108.9	68.60	389	186
1987	113.1	72.80	404	192
1988	117.5	77.20	420	192
1989	123.8	83.50	442	204
1990	129.2	88.90	462	228
1991	135.6	95.30	485	228
1992	139.7	99.40	499	228
1993	144.2	103.90	515	228
1994	147.5	107.20	527	264
1995	152.2	111.90	544	264
1996	156.6	116.30	560	288
1997	160.1	119.80	572	288
1998	162.8	122.50	582	300
1999	166.2	125.90	594	300
2000	171.5	131.20	613	336
2001	177.7	137.40	635	336
2002	179.8	139.50	642	336
2003	183.5	143.20	656	336
2004	189.1	148.80	676	336
2005	194.4	154.10	695	372
2006	202.5	162.20	724	372
2007	207.949	167.65	743	408
2008	216.632	176.33	774	468
2009	213.856	173.56	764	468
2010	218.178	177.88	780	540
2011	225.964	185.66	807	540
2012	229.815	189.52	821	540
2013	232.945	192.65	832	552
2014	237.900	197.60	850	576
2015	237.805	197.51	850	588
2016	240.229	199.93	858	600
2017	244.733	204.43	874	624
2018	251.588	211.29	899	684
2019	256.092	215.79	915	708
2020	256.394	216.09	916	768
2021	269.195	228.90	962	768

CPI for All Urban Consumers (CPI-U), May

Rate may be increased by same proportionate rate as the cost of living index of the U.S. Department of Labor using 6/1/71 as base.

**Spring Creek Association**  
**Schedule of Operating Departmental Revenues and Expenses**  
**Year Ended December 31, 2021**

	General	Golf Course	Horse Palace	Trap and Skeet	Buildings and Facilities	Roads and Road Construction	Security	Total Operating Fund
<b>Revenues</b>								
Assessments	\$ 3,881,172	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,881,172
Interest income	24	-	-	-	-	-	-	24
Lease income	45,029	55,473	345	-	-	-	-	100,847
Other revenues per schedule of other revenues	445,740	524,875	29,252	4,772	113,580	190,000	-	1,308,219
<b>Total revenues</b>	<b>4,371,965</b>	<b>580,348</b>	<b>29,597</b>	<b>4,772</b>	<b>113,580</b>	<b>190,000</b>	<b>-</b>	<b>5,290,262</b>
<b>Expenses</b>								
Salaries and related expenses	641,158	260,697	49,372	-	506,576	534,633	2,126	1,994,562
Repairs and maintenance	10,672	47,046	10,956	2,839	35,664	950,086	-	1,057,263
Insurance	216,822	17,386	38,290	2,926	11,282	33,196	-	319,902
Utilities	13,756	268,296	25,878	4,459	148,175	13,065	-	473,629
Postage	17,677	-	-	-	-	-	-	17,677
Contract services	-	84,600	-	-	-	-	-	84,600
Fuel and oil	1,360	6,153	2,799	-	18,075	80,828	-	109,215
Taxes and licenses	7,215	67	-	-	550	13,828	-	21,660
Special events	-	-	-	-	36,342	-	-	36,342
Advertising	2,559	-	-	-	-	-	-	2,559
Financial and computer services	58,591	-	-	-	-	2,141	-	60,732
Legal	268,866	-	-	-	-	-	-	268,866
Other administrative expenses	47,406	11,746	-	-	3,717	-	-	62,869
Purchased services	90,374	1,800	4,815	95	39,807	10,940	-	147,831
Rents	7,643	1,335	-	-	3,701	528	-	13,207
Bad debt	-	15,938	-	-	-	-	-	15,938
Supplies	8,282	94,151	2,089	-	27,804	69,863	-	202,189
Fertilizer	-	21,001	-	-	5,332	-	-	26,333
Chemicals - weed abatement	-	355	-	-	-	2,048	-	2,403
Travel and education	-	2,766	-	-	-	-	-	2,766
Covid-19 expenses	-	-	-	-	1,566	4,432	-	5,998
Other expenses	7,841	4,903	3,747	-	48,510	10,134	-	75,135
<b>Total expenses</b>	<b>1,400,222</b>	<b>838,240</b>	<b>137,946</b>	<b>10,319</b>	<b>887,101</b>	<b>1,725,722</b>	<b>2,126</b>	<b>5,001,676</b>
Excess of revenues over (under) expenses	\$ 2,971,743	\$ (257,892)	\$ (108,349)	\$ (5,547)	\$ (773,521)	\$ (1,535,722)	\$ (2,126)	\$ 288,586

**Spring Creek Association**  
**Schedule of Other Revenues**  
**Year Ended December 31, 2021**

	General	Golf Course	Horse Palace	Trap and Skeet	Buildings and Facilities	Roads and Road Construction	Total Funds
<b>Revenues</b>							
Legal revenue	\$ 171,170	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 171,170
Late fees	64,550	-	-	-	-	-	64,550
Owner transfer fees	116,000	-	-	-	-	-	116,000
Other income	19,187	35,536	-	-	4,650	-	59,373
Return check fees	1,480	-	-	-	-	-	1,480
Grants	-	-	-	-	43,231	190,000	233,231
Green fees	-	138,519	-	-	-	-	138,519
Cart rental	-	92,426	-	-	-	-	92,426
Golf annual pass	-	102,765	-	-	-	-	102,765
Pro shop sales	-	120,862	-	-	-	-	120,862
Cart trail fees and storage	-	30,288	-	-	-	-	30,288
Tournaments	-	3,708	-	-	-	-	3,708
Ranch Hand Rodeo	-	-	3,850	-	-	-	3,850
Facility rental	-	-	5,427	-	-	-	5,427
Utility reimbursement	103	771	75	-	50	-	999
Non-property owner pass	-	-	19,900	-	-	-	19,900
Player use fees	-	-	-	-	27,795	-	27,795
Special events	-	-	-	-	33,701	-	33,701
Targets thrown	-	-	-	4,772	-	-	4,772
Campground and parks	-	-	-	-	4,153	-	4,153
Committee of Architecture revenue	73,250	-	-	-	-	-	73,250
	<u>\$ 445,740</u>	<u>\$ 524,875</u>	<u>\$ 29,252</u>	<u>\$ 4,772</u>	<u>\$ 113,580</u>	<u>\$ 190,000</u>	<u>\$ 1,308,219</u>