



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

Web-site: www.springcreeknv.org



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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. 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. 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.

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. Please remember that you need to have your Property Owner or current Renter card with you when using the amenities. Access to the SCA Rifle Range and Campground is by keyed entry. 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. 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.

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 1ST 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, 2021 are \$64.00 per month per lot or \$768.00 per year per lot. Assessment payments are due by the 10th of each month.** Accounts become delinquent when not paid in full by the 10th 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.

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

Spring Creek Security: 775-934-5647

Elko County: 775-738-3421

Events

Spring Creek Family Rodeo: April

Take Pride Day: April 24th, 2021

Take a Kid Fishing: May 9th at the Marina

Drive in Movie at the Marina: June, August and October

Annual Meeting: June 19th at the Fairway Community Center

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

Trunk or Treat: October 31st

Reporting Issues or Concerns

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

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.elkocountynv.net/boards/commissioners/09_2014.pdf

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

NOTICE

**SPRING CREEK ASSOCIATION
REPRESENTATIVES HAVE A RIGHT TO
ENTER UPON YOUR PROPERTY**

You have purchased property in Spring Creek Association, a limited-purpose common interest community. The Spring Creek Association Board of Directors grants the SCA Committee of Architecture 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 enter your property for the purpose of conducting surveys, reviewing your property for compliance with the Declaration of Reservations and COA Rules and Regulations, to inspect for livestock permitting and to verify building permits. SCA will provide 48 hours written notice or otherwise arrange an appointment with you for any of these purposes.

For a copy of the Declaration of Reservations or the Committee of Architecture Rules and Regulations, please contact Spring Creek Association at (775) 753-6295 or on the web www.springcreeknv.org

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.

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.



COMMITTEE OF ARCHITECTURE

RULES AND REGULATIONS

COA ADOPTED – January 1, 2015
REVISED – February 8, 2021

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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.

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 DOR's/COA Rules and Regulations by educating property owners, public officials, and local real estate brokers of the requirements. However, the burden is upon the property owners to know and understand the applicable rules and regulations governing the COA.
- 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 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 **1st 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 to correct the violation(s) or a \$200.00 fine may be imposed by the Committee of Architecture and a \$25 per month fee will also be applied for each month the property remains in violation for up to one year.
 - If the property continues to be in violation after the thirty (30) calendar days expires, then a **2nd 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 make arrangements to correct the violations or a \$200.00 fine may be imposed by the Committee of Architecture and a \$25 per month fee will also be applied for each month the property remains in violation for up to one year.
 - If the property continues to be in violation when the fifteen (15) calendar days expires then a **3rd 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 to correct the violations or a \$200.00 fine may be imposed by the Committee of Architecture and a \$25 per month fee will also be applied for each month the property remains in violation for up to one year.
 - If the property remains in violation at the conclusion of the ten (10) days, it will be placed on the COA's next regular meeting agenda for further consideration or referral to the BOD. At this time, the \$200.00 fine will be imposed and a \$25 per month fee will also be applied for each month the property remains in violation for up to one year. **5.12.2020**

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. 5.14.19

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. 6.12.18

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. 6.9.20

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. **4.9.19**
- 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 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 is not allowed and is a violation. Lack of a current valid license plate, or an expired registration sticker upon viewing, shall be presumptive evidence that the vehicle is not in a condition capable of being used on a public highway. If a vehicle in question possesses valid current registration not witnessed at the time of viewing, the property owner shall provide a copy of the registration certificate as evidence to the COA Secretary before the violation will be dismissed or violation will proceed to the BOD for further action. The COA has the discretion to determine what is acceptable in all instances. Vehicles meeting the above conditions are allowed if they are stored as below:
- Preferably 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 public right of ways behind a fence.
 - If storage of the vehicle is not entirely enclosed the vehicle needs to be covered with a vehicle specific manufactured cover which must be continuously secured to the vehicle. Blue tarps are not acceptable as vehicle covers. **6.12.18 & 6.9.20**
- 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. **6.9.20**
- 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 LIGHTING:** Outdoor lighting comes under the jurisdiction of auxiliary structures with a twenty (20) foot height limitation and cannot be directed towards neighboring residents.
- 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. **6.12.18**

- 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. **6.12.18**
- 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/. **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. RIGHT-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 31st 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 31st 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.

4. **Content 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***

6.12.18.

- 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. **2.8.21**

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 \$50.00 will be due and payable at the time the appeal is filed.
 - A form for the Notice of Appeal is attached herewith and 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". <u>No horses or stock animals are allowed in this tract.</u> |
| 106B | 282 | Parcel A thru I are zoned "OS". All other lots are zoned "AR". <u>No horses or stock animals are allowed in this tract.</u> |
| 106C | 109 | Lots 1 thru 6 inclusive of Block 1 are zoned "R2". All other lots are zoned "AR". <u>No horses or stock animals are allowed in this tract.</u> |
| 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". <u>No horses or stock animals are allowed in this tract.</u> |
| 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". |
| 201 | 312 | 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 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 |

NNYSA Marketing Plan

| Avenue | Contact | Status | Notes |
|--------------------------------|--|--------|--|
| Elko Radio | Paul@elkoradio.com | | Sandy@rubyradio.fm; PSA@rubyradio.fm |
| Ruby Radio | news@rubyradio.fm | | |
| Facebook | | | NNYSA and Boost Post |
| Facebook – EPRN | | | |
| Chamber Newsletter | chamber@elkonevada.com | | Chamber insert |
| Events in Ruby Want Ads | | | |
| Conv. Board and Newsletter | Kandiss@elkocva.com; Juli@elkocva.com | | |
| EE Magazine | marin@Everythingelko.com | | By 10 th Flier |
| Email Board – Post and forward | - | | |
| Eblast Parents | - | | Schedule a few eblasts |
| Newspaper Events | events@elkodaily.com | | Send Spot to run until June 9th |
| Email All Media Contacts | - | | toni@elkodaily.com for feature story |
| Radio Interview Lori Gilbert | lori@elkoradio.com | | Radio spot with Lori |
| Banners | | | Elko – Vogue, Bridge, Scoreboard, Palace Parkway |
| Kiosk | | | SCA Kiosk Big O Tires Scoreboard |
| Other Sports | | | Fliers |
| Events | | | 4 th July Parade Siler State Rodeo (Pat 778-5724) Cinco de Mayo Parade Nevada Day Parade - October Elko Trunk or Treat - October SC Trunk or Treat – October 31 Trick of Treat Street |

| | | | | |
|---------------------------------------|--|--|--|---|
| Fliers | kgray@ecsdnv.net | | | Preschools: Elementary: Middle Schools: Co-Ops: Christian School: Charter School: Homeschool: |
| | | | | amartindale@northernstarcasinos.com |
| | | | | Sandy@rubyradio.fm; PSA@rubyradio.fm |
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| 2017 Marketing budget: \$2,500 | | | | |

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:

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

6. Building Site Area:

shall The minimum building site area or lot shall be ten thousand (10,000) square feet; the minimum width of a lot 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 of 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:

| | NAMES | ADDRESSES |
|----|---------------------|--|
| 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 528 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 14th day of December, 2016.

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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 on the third Saturday in June of each calendar year at a time to be set by the Board of Directors for the purpose of presenting 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. If the day fixed for the annual meeting shall be a statutory holiday in the State of Nevada, such

meeting shall be held on the next succeeding Saturday which is not a statutory holiday.

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.b. Candidates: The announcement of the results for the election of Directors will occur on the day of the annual meeting. Each candidate must be an eligible member of the Association as defined in Article III of the Bylaws. Board members must remain current on property owner assessments and in compliance with the Declaration of Reservations for the Association to serve on the Board of Directors. No member may be placed on the ballot for election to the Board unless the member's assessments are current and the member is in compliance with the Declaration of Reservations for the Association. The Association's Committee of Architecture shall decide, and their decision shall be final, any questions which arise as to whether a candidate is in compliance with the Declaration of Reservations, subject to any right to appeal said decision to the Board of Directors. Any property owner wishing to run for the Board of Directors of the Spring Creek Association shall file his or her name with the Corporate Secretary of the Association during regular business hours, between February first and March thirty-first of the election year. If February first or March thirty-first should fall on a weekend or a Nevada Statutory

holiday, filing of candidates will be extended to the following business day. The Secretary of the Association will identify the candidate and verify his/her eligibility pursuant to this Article and Article III of the Bylaws. No other names will appear on the ballot. There shall be no write-in candidates. Each candidate will be responsible for his/her own campaign with no expense to the Association. If only one (1) qualified nomination is made for a vacant position, such nominee shall automatically be deemed and declared elected, and balloting shall be dispensed with in respect to that particular vacancy.

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 the regular Board Meeting in June 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 pennings. 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 14th day of December, 2016.

Dated the 14th day of September

/s/ Kristine Austin-Preston
Acting Corporate Secretary



Financial Statements

December 31, 2019

Spring Creek Association



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Independent Auditor's Report

The Board of Directors
Spring Creek Association
Spring Creek, Nevada

Report on the Financial Statements

We have audited the accompanying financial statements of Spring Creek Association (the Association) which comprise the balance sheet as of December 31, 2019, 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.

Management's Responsibility 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; this includes 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.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the association's preparation and fair presentation of the financial statements 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, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Spring Creek Association as of December 31, 2019, 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.

Correction of Error

As discussed in Note 11 to the financial statements, a certain error resulting in the understatement of amounts previously reported for insurance refund receivables and revenue as of December 31, 2018, were discovered during the current year. Accordingly, an adjustment has been made to fund balance as of December 31, 2018 to correct the error. Our opinion is not modified with respect to that matter.

Disclaimer of Opinion on 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 14 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.

Report on 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 15 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 the Association's management and, except for Test of Assessment Limitations marked "unaudited" on pages 17 and 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 or any assurance, the information is fairly stated in all material respects in relation to the financial statements as a whole.



Elko, Nevada
October 22, 2020

Spring Creek Association

Balance Sheet

December 31, 2019

| | Operating Fund | Property Fund | Replacement Fund | Total |
|--|---------------------|---------------------|---------------------|----------------------|
| Assets | | | | |
| Cash and cash equivalents | \$ 634,825 | \$ 21,272 | \$ 1,027,132 | \$ 1,683,229 |
| Cash and cash equivalents - designated for future capital expenses | 309,171 | - | - | 309,171 |
| Short-term investments | - | - | 1,809,188 | 1,809,188 |
| Assessments receivable | 123,114 | - | - | 123,114 |
| Other receivable - insurance | 12,917 | - | - | 12,917 |
| Accrued interest receivable | 98 | 111 | 15,914 | 16,123 |
| Inventories | 31,483 | - | - | 31,483 |
| Prepaid insurance | 82,598 | - | - | 82,598 |
| Lots owned | 7,427 | - | - | 7,427 |
| Due to (from) other funds | 48,751 | (16,875) | (31,876) | - |
| | <u>1,250,384</u> | <u>4,508</u> | <u>2,820,358</u> | <u>4,075,250</u> |
| Long-term investments | - | - | 474,600 | 474,600 |
| Capital assets | | | | |
| Land and land improvements | - | 4,647,600 | - | 4,647,600 |
| Buildings | - | 4,065,735 | - | 4,065,735 |
| Equipment | - | 3,263,967 | - | 3,263,967 |
| Construction in progress | - | 31,877 | - | 31,877 |
| | - | 12,009,179 | - | 12,009,179 |
| Accumulated depreciation | - | (4,930,186) | - | (4,930,186) |
| | - | 7,078,993 | - | 7,078,993 |
| Total assets | <u>\$ 1,250,384</u> | <u>\$ 7,083,501</u> | <u>\$ 3,294,958</u> | <u>\$ 11,628,843</u> |
| Current Liabilities | | | | |
| Accrued payroll and related expenses | \$ 105,472 | \$ - | \$ - | \$ 105,472 |
| Assessments received in advance | 439,355 | - | - | 439,355 |
| Accounts payable | 149,894 | - | - | 149,894 |
| Security deposits | 1,900 | - | - | 1,900 |
| Total current liabilities | 696,621 | - | - | 696,621 |
| Fund balances | <u>553,763</u> | <u>7,083,501</u> | <u>3,294,958</u> | <u>10,932,222</u> |
| | <u>\$ 1,250,384</u> | <u>\$ 7,083,501</u> | <u>\$ 3,294,958</u> | <u>\$ 11,628,843</u> |

Spring Creek Association
Statement of Revenues, Expenses, and Changes in Fund Balances
Year Ended December 31, 2019

| | Operating Fund | Property Fund | Replacement Fund | Total |
|---|--------------------|---------------------|---------------------|----------------------|
| Revenues | | | | |
| Assessments | \$ 3,806,790 | \$ - | \$ - | \$ 3,806,790 |
| Interest income | 7,158 | 37 | 74,467 | 81,662 |
| Other general income | 564,106 | - | - | 564,106 |
| Golf course | 353,383 | - | - | 353,383 |
| Horse Palace | 32,330 | - | - | 32,330 |
| Trap and skeet | 4,887 | - | - | 4,887 |
| Buildings and facilities | 44,718 | - | - | 44,718 |
| Roads and road construction | 190,000 | - | - | 190,000 |
| Total revenues | 5,003,372 | 37 | 74,467 | 5,077,876 |
| Expenses | | | | |
| General expenses | 1,172,565 | - | - | 1,172,565 |
| Golf course | 697,876 | - | - | 697,876 |
| Horse Palace | 148,229 | - | - | 148,229 |
| Trap and skeet | 9,278 | - | - | 9,278 |
| Buildings and facilities | 620,384 | - | - | 620,384 |
| Roads and road construction | 2,054,892 | - | - | 2,054,892 |
| Security | 80,412 | - | - | 80,412 |
| Depreciation | - | 408,194 | - | 408,194 |
| Total expenses | 4,783,636 | 408,194 | - | 5,191,830 |
| Excess (Deficiency) of Revenues Over Expenses Before Gains | 219,736 | (408,157) | 74,467 | (113,954) |
| Contributed asset - Parkchester Drive | 408,803 | - | - | 408,803 |
| Gain on disposal of capital assets | 105,455 | 5,000 | - | 110,455 |
| Gain on sale of lots owned | 30,000 | - | - | 30,000 |
| | 544,258 | 5,000 | - | 549,258 |
| Excess (Deficiency) of Revenues Over expenses | 763,994 | (403,157) | 74,467 | 435,304 |
| Beginning Fund Balances, as Originally Reported | 942,612 | 6,475,950 | 3,002,367 | 10,420,929 |
| Prior period restatement | 75,989 | - | - | 75,989 |
| Beginning Fund Balances, as Restated | 1,018,601 | 6,475,950 | 3,002,367 | 10,496,918 |
| Interfund Transfers | | | | |
| Capital replacement reserve | (250,000) | - | 250,000 | - |
| Capital asset additions | (962,832) | 994,708 | (31,876) | - |
| Gain from trade-in of golf carts | 5,000 | (5,000) | - | - |
| Golf course reserve | (21,000) | 21,000 | - | - |
| | (1,228,832) | 1,010,708 | 218,124 | - |
| Ending Fund Balances | \$ 553,763 | \$ 7,083,501 | \$ 3,294,958 | \$ 10,932,222 |

See Notes to Financial Statements

Spring Creek Association
Statement of Cash Flows
Year Ended December 31, 2019

| | Operating Fund | Property Fund | Replacement Fund | Total |
|--|-------------------|------------------|---------------------|---------------------|
| Operating Activities | | | | |
| Excess (deficiency) of revenues over expenses | \$ 763,994 | \$ (403,157) | \$ 74,467 | \$ 435,304 |
| Adjustments to reconcile changes in fund balances to net cash from (used for) operating activities: | | | | |
| Depreciation | - | 408,194 | - | 408,194 |
| Contributed capital asset - | | | | |
| Parkchester Drive improvements | (408,803) | - | - | (408,803) |
| Gain on disposal of capital assets | - | (5,000) | - | (5,000) |
| Unrealized gain (loss) | | | | |
| on investments held to maturity | 151 | - | (7,742) | (7,591) |
| Changes in operating assets: | | | | |
| Assessments receivable | 10,053 | - | - | 10,053 |
| Grants receivable | 190,000 | - | - | 190,000 |
| Other receivable - insurance | 63,403 | - | - | 63,403 |
| Inventories | (11,778) | - | - | (11,778) |
| Prepaid insurance | (2,502) | - | - | (2,502) |
| Changes in operating liabilities: | | | | |
| Accrued payroll and related expenses | 7,941 | - | - | 7,941 |
| Assessments received in advance | 64,269 | - | - | 64,269 |
| Accounts payable | 88,653 | - | - | 88,653 |
| Net Cash from Operating Activities | 765,381 | 37 | 66,725 | 832,143 |
| Investing Activities | | | | |
| Purchase of capital assets | (549,031) | (37,875) | (31,876) | (618,782) |
| Purchase of investments | (570,000) | - | (3,322,867) | (3,892,867) |
| Sale of investments | 760,000 | - | 2,945,000 | 3,705,000 |
| Net Cash used for Investing Activities | (359,031) | (37,875) | (409,743) | (806,649) |
| Financing Activities | | | | |
| Due to/from other funds | (48,751) | 16,875 | 31,876 | - |
| Transfers in between funds | - | 21,000 | 250,000 | 271,000 |
| Transfers out between funds | (271,000) | - | - | (271,000) |
| Net Cash from (used for) Financing Activities | (319,751) | 37,875 | 281,876 | - |
| Net Change in Cash and Cash Equivalents | 86,599 | 37 | (61,142) | 25,494 |
| Cash and Cash Equivalents, Beginning of Year | 857,397 | 21,235 | 1,088,274 | 1,966,906 |
| Cash and Cash Equivalents, End of Year | \$ 943,996 | \$ 21,272 | \$ 1,027,132 | \$ 1,992,400 |

Spring Creek Association
Statement of Cash Flows
Year Ended December 31, 2019

| | Operating Fund | Property Fund | Replacement Fund | Total |
|--|---------------------|-------------------|---------------------|---------------------|
| Cash and Cash Equivalents Consist of | | | | |
| Cash and cash equivalents | \$ 634,825 | \$ 21,272 | \$ 1,027,132 | \$ 1,683,229 |
| Cash and cash equivalents - designated for future capital expenses | 309,171 | - | - | 309,171 |
| | <u>\$ 943,996</u> | <u>\$ 21,272</u> | <u>\$ 1,027,132</u> | <u>\$ 1,992,400</u> |
| Supplemental Disclosure of Non-cash Investing and Financing Activities | | | | |
| Contributed capital asset - Parkchester Drive improvements donated by Elko County School District | <u>\$ 408,803</u> | <u>\$ -</u> | <u>\$ -</u> | <u>\$ 408,803</u> |
| Transfer of Due From Elko County School District to capital assets | <u>\$ 240,000</u> | <u>\$ -</u> | <u>\$ -</u> | <u>\$ 240,000</u> |
| Gain on trade-in of fully depreciated golf carts | <u>\$ -</u> | <u>\$ 5,000</u> | <u>\$ -</u> | <u>\$ 5,000</u> |
| Transfer of capital assets to Property Fund | <u>\$ (962,832)</u> | <u>\$ 994,708</u> | <u>\$ (31,876)</u> | <u>\$ -</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.

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

Nevada Revised Statutes (NRS 116.311395) sets forth acceptable investments for Nevada common-interest ownership associations. The Association has not adopted a formal investment policy that would further limit its investment choices.

Certificates of deposit with original maturities greater than three months and remaining maturities 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 2019. 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 2019. 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 |

Revenue and Revenue Recognition

Revenue is recognized when earned. Association member assessments are recognized over the period to which they pertain. Recreation programs, facility operations and other revenue is recognized when related programs and events occur. Assessments and fees paid in advance are deferred to the applicable period to which they apply.

Association members are subject to annual assessments, due in equal monthly payments, 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 120 days or more delinquent. The Association considers all assessments receivable at December 31, 2019 to be fully collectible.

Assessments Received in Advance

Assessments received in advance are assessments received before year end that are related to the next fiscal year. These are retained by the Association for use in the subsequent year and are included in liabilities until earned.

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, 2019 totaled \$969,718.

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.

Future Changes in Accounting Principles

Provisions of FASB Accounting Standards Codification Topic 606, *Revenue from Contracts with Customers* (Topic 606), which provides a comprehensive revenue recognition model for all contracts with customers, was delayed for private companies to fiscal years beginning after December 15, 2019. The new model will require revenue recognition to depict the transfer of promised goods or services to customers at an amount that reflects the consideration expected to be received in exchange for those goods or services.

FASB Accounting Standards Codification Topic 842, *Leases* (Topic 842), which increases transparency and comparability among organizations by recognizing lease assets and lease liabilities on the balance sheet and disclosing 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 Topics 606 and 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 15% by the federal government. As of December 31, 2019, the Association is no longer subject to U.S. Federal income tax examinations by tax authorities for years before 2016.

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, 2019, 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 \$3,500 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 2019 was \$43,650.

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 and land 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 Ended December 30,</u> | <u>Amount</u> |
|--------------------------------|------------------|
| 2020 | \$ 10,302 |
| 2021 | 5,802 |
| 2022 | 5,802 |
| 2023 | 5,802 |
| 2024 | 5,802 |
| Thereafter | <u>48,345</u> |
| Total | <u>\$ 81,855</u> |

Note 6 - Leases

The Association has two operating leases for office equipment in effect at December 31, 2019, with monthly payments aggregating to \$413. Lease expense was \$4,952 for the current year. Future obligations under these leases are:

| <u>Year Ended December 30,</u> | <u>Amount</u> |
|--------------------------------|-----------------|
| 2020 | \$ 4,311 |
| 2021 | 2,388 |
| 2022 | <u>1,194</u> |
| Total | <u>\$ 7,893</u> |

Note 7 - Designated for Future Capital Expenses

| | <u>2019</u> |
|--|-------------------|
| <u>Assessment increase designated to Operating Fund for capital assets:</u> | |
| 2016 increase of \$1 per month approved January 27, 2016 | \$ 65,076 |
| 2017 increase of \$2 per month approved November 16, 2016 | 128,976 |
| 2018 increase of \$5 per month approved October 25, 2017 | <u>323,637</u> |
| Total assessments designated to Operating Fund for capital assets | <u>\$ 517,689</u> |
| <u>Capital assets funded by:</u> | |
| Operating Fund | \$ 512,077 |
| Property Fund | 37,875 |
| Replacement Fund | <u>31,876</u> |
| Total capital assets | <u>\$ 581,828</u> |
| Total assessments designated to Operating Fund for capital assets | \$ 517,689 |
| Operating fund capital asset purchases funded by assessments | (512,077) |
| Amount carried forward from prior year | <u>303,559</u> |
| Assessment increase designated for capital expenses - designated cash and cash equivalents | <u>\$ 309,171</u> |

Note 8 - Sale of Lots Owned to Elko County School District in Exchange for Road Improvements

On October 25, 2017, the Board approved the sale of two parcels of land to Elko County School District for the construction of a new elementary school. The commercial property exchanged consists of an 11 acre parcel at 106-D 250 Parkchester Drive (050-001-032) and a neighboring 3.46 acre parcel (050-006-001). The appraised value of the land was \$200,000 for the 11 acre parcel and \$40,000 for the 3.46 acre parcel. The agreement includes that the Elko County School District will make road improvements to Parkchester Drive in lieu of paying the appraised value and agreed upon purchase price of the land. The 11 acre parcel was transferred to Elko County School District in December 2017, which resulted in a gain on sale of \$17,020. The 3.46 acre parcel was transferred to Elko County School District in September 2018, which resulted in a gain on sale of \$24,563. The road work was completed in 2019 and the road was donated to the Association with a total estimated fair value at the date of transfer of \$648,803, \$240,000 of this amount was recorded as a due from the Elko County School District in the year of the sale (fiscal year 2018) and \$408,803 was donated in 2019 when the road work was complete.

Note 9 - Commitments and Contingent Liabilities

The following events are Spring Creek Association commitments at December 31, 2019:

- On July 25, 2018, the Board approved a bid for the fabrication and installation of two sets of stairs at the Fairway Community Center for \$23,996. Approximately \$3,900 was paid as of December 31, 2019, leaving a commitment of approximately \$20,100.
- On May 22, 2019, the Board approved construction of new football fields and associated expenses at Schuckmann's Sports Complex, to be paid from Replacement Capital Reserve funds, with an estimated total cost of \$175,505. As of December 31, 2019, \$31,876 had been incurred, leaving a commitment of approximately \$143,629.

Note 10 - Subsequent Events

The financial statements were available to be issued on and subsequent events were evaluated through October 22, 2020, the following subsequent events were noted:

- On January 22, 2020, the Board approved the purchase of a roller for the Roads Department totaling \$29,870 using funds from the carry-forward spending plan.
- On February 26, 2020, the Board approved spending \$125,000 out of the Replacement Capital Reserve for baseball and softball field improvements.
- On May 27, 2020, the Board approved spending up to \$130,000 out of the Replacement Capital Reserve for the purchase of a barrier access system for Association amenity locations.
- On May 27, 2020, the Board approved spending approximately \$141,250 on the 2020 road project.
- On May 27, 2020, the Board approved a plan to spend approximately \$42,000 in grant funds for shooting range improvements.

- On July 22, 2020, the Board approved spending up to \$17,000 for a shed at the marina for the water sports kiosk.
- On July 22, 2020, the Board approved giving \$50,000 to Spring Creek Jr Football out of the Replacement Capital Reserve for bleachers, scoreboards and goal posts.
- On August 26, 2020, the Board approved setting aside \$100,000 to be used towards the intervention and participation in the Great Basin Water rate case.

General Operations

Subsequent to year-end, the Association has been negatively impacted by the effects of the world-wide coronavirus pandemic. The Association is closely monitoring its operations, liquidity, and capital resources and is actively working to minimize the current and future impact of this unprecedented situation. As of the date of issuance of these financial statements, the full impact to the Association's financial position is not known.

The following changes were approved by the Board relating to the pandemic:

- On March 25, 2020, the Board approved waiving late fees for April and May 2020.
- On March 27, 2020, the Board approved waiving late fees for June and July 2020.
- On May 1, 2020, it was noted that the Association was approved for the Payroll Protection Program Loan in the amount of \$336,700.

Note 11 - Correction of an Error

During the year ended December 31, 2019, misstatements were identified within the 2018 financial statements relating to a refund of a portion of 2018 health insurance premiums which were incorrectly recorded in 2019. The 2018 fund balance was increased \$75,989 to adjust for the understatement of revenues in the year ended December 31, 2018.

The following summarizes the effect of the restatement:

| | Operating Fund |
|---|----------------------------|
| Fund Balance at December 31, 2018, as Originally Reported | \$ 942,612 |
| Insurance refund incorrectly recorded in 2019 instead of 2018 | <u>75,989</u> |
| Fund Balance at December 31, 2018, as Restated | <u><u>\$ 1,018,601</u></u> |

Spring Creek Association
Major Future Repairs and Replacements
Year Ended December 31, 2019

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 |
|---------------------|--|---|
| Equipment | 0 - 18 | \$ 3,164,800 |
| Furniture | 0 - 7 | 14,087 |
| Lighting | 0 - 3 | 41,385 |
| Roads | 0 - 5 | 3,641,121 |
| Fencing | 0 - 9 | 69,431 |
| Roofing | 0 - 23 | 56,896 |
| Building components | 0 - 39 | 4,334,604 |
| Other components | 0 - 17 | 161,490 |
| Hardscape | 0 - 20 | 353,632 |
| Total | | <u>\$ 11,837,446</u> |



Supplementary Information
December 31, 2019

Spring Creek Association

Spring Creek Association
Schedule of Revenues and Expenses – Budget and Actual
Year Ended December 31, 2019

| Operating Fund | Actual | Budget | Variance |
|--|-------------------|---------------------|-------------------|
| Revenues | | | |
| Assessments | \$ 3,806,790 | \$ 3,804,024 | \$ 2,766 |
| Interest income | 7,158 | 4,300 | 2,858 |
| Other general income | 564,106 | 388,590 | 175,516 |
| Golf course | 353,383 | 286,800 | 66,583 |
| Horse Palace | 32,330 | 40,650 | (8,320) |
| Trap and skeet | 4,887 | 4,500 | 387 |
| Buildings and facilities | 44,718 | 38,000 | 6,718 |
| Roads and road construction | 190,000 | 190,000 | - |
| Total revenues | 5,003,372 | 4,756,864 | 246,508 |
| Expenses | | | |
| General expenses | 1,172,565 | 1,305,850 | 133,285 |
| Golf course | 697,876 | 767,302 | 69,426 |
| Horse Palace | 148,229 | 157,496 | 9,267 |
| Trap and skeet | 9,278 | 20,280 | 11,002 |
| Buildings and facilities | 620,384 | 853,865 | 233,481 |
| Roads and road construction | 2,054,892 | 1,877,450 | (177,442) |
| Security | 80,412 | 99,621 | 19,209 |
| Total expenses | 4,783,636 | 5,081,864 | 298,228 |
| Net of Revenues and Expenses Before Gains | \$ 219,736 | \$ (325,000) | \$ 544,736 |

Spring Creek Association
Schedule of Revenues and Expenses – Budget and Actual
Year Ended December 31, 2019

| <u>Property Fund</u> | <u>Actual</u> | <u>Budget</u> | <u>Variance</u> |
|--|---------------------|---------------------|---------------------|
| Revenues | | | |
| Interest income | \$ 37 | \$ - | \$ 37 |
| Expenses | | | |
| Depreciation | <u>408,194</u> | <u>-</u> | <u>(408,194)</u> |
| Excess of revenues over (under) expenses | <u>\$ (408,157)</u> | <u>\$ -</u> | <u>\$ (408,157)</u> |
| | | | |
| <u>Replacement Fund</u> | | | |
| Revenues | | | |
| Interest income | \$ 74,467 | \$ - | \$ 74,467 |
| Expenses | | | |
| Major repairs and replacements | <u>-</u> | <u>275,000</u> | <u>275,000</u> |
| Excess of revenues over (under) expenses | <u>\$ 74,467</u> | <u>\$ (275,000)</u> | <u>\$ 349,467</u> |

Spring Creek Association
Test of Assessment Limitations (unaudited)
Year Ended December 31, 2019

| <u>Year Ending</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 | \$ 0 |
| 1972 | 41.6 | 1.30 | 149 | 0 |
| 1973 | 43.9 | 3.60 | 157 | 0 |
| 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 |

Spring Creek Association
Test of Assessment Limitations (unaudited)
Year Ended December 31, 2019

| <u>Year Ending</u> | <u>CPI Index</u> | <u>Index Change %</u> | <u>Maximum Assessment per CPI</u> | <u>Actual Assessment</u> |
|--------------------|----------------------|-----------------------|---------------------------------------|------------------------------|
| 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 |

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, 2019

| | General | Golf Course | Horse Palace | Trap and Skeet | Buildings and Facilities | Roads and Road Construction | Security | Total Operating Fund |
|---|---------------------|---------------------|---------------------|-------------------|-----------------------------|-----------------------------------|--------------------|----------------------------|
| Revenues | | | | | | | | |
| Assessments | \$ 3,806,790 | \$ - | - | \$ - | \$ - | \$ - | \$ - | \$ 3,806,790 |
| Interest income | 7,158 | - | - | - | - | - | - | 7,158 |
| Other revenues per schedule of Other Revenues | 564,106 | 353,383 | 32,330 | 4,887 | 44,718 | 190,000 | - | 1,189,424 |
| Total revenues | 4,378,054 | 353,383 | 32,330 | 4,887 | 44,718 | 190,000 | - | 5,003,372 |
| Expenses | | | | | | | | |
| Salaries and related expenses | 533,823 | 251,506 | 44,720 | - | 359,414 | 553,447 | 68,436 | 1,811,346 |
| Repairs and maintenance | 3,653 | 45,634 | 16,974 | 3,585 | 17,819 | 1,138,336 | 985 | 1,226,986 |
| Insurance | 140,986 | 11,525 | 25,382 | 1,940 | 7,278 | 24,311 | 2,946 | 214,368 |
| Utilities | 14,604 | 225,939 | 26,678 | 3,004 | 111,828 | 14,572 | 325 | 396,950 |
| Postage | 16,133 | - | - | - | - | - | - | 16,133 |
| Contract services | - | 59,436 | - | - | - | - | - | 59,436 |
| Fuel and oil | 482 | 8,917 | 3,348 | - | 12,501 | 98,030 | 4,444 | 127,722 |
| Taxes and licenses | 8,792 | - | - | - | 193 | 14,133 | - | 23,118 |
| Special events | - | - | - | - | 24,708 | - | - | 24,708 |
| Advertising | 412 | - | - | - | - | - | - | 412 |
| Financial and computer services | 38,522 | 6,853 | - | - | - | 1,908 | - | 47,283 |
| Legal | 273,799 | - | - | - | - | - | - | 273,799 |
| Other administrative expenses | 39,143 | 6,706 | 16 | - | 793 | 288 | - | 46,946 |
| Purchased services | 81,998 | 20 | 7,580 | - | 28,413 | 75,416 | - | 193,427 |
| Rents | 3,446 | 2,481 | 8,685 | 704 | 3,834 | 13,157 | - | 32,307 |
| Supplies | 3,679 | 57,486 | 834 | - | 28,014 | 80,469 | 3,276 | 173,758 |
| Fertilizer | - | 16,149 | - | - | 5,727 | - | - | 21,876 |
| Chemicals - weed abatement | - | - | - | - | 187 | 31,252 | - | 31,439 |
| Travel and education | 4,985 | 1,762 | - | - | - | 106 | - | 6,853 |
| Other expenses | 8,108 | 3,462 | 14,012 | 45 | 19,675 | 9,467 | - | 54,769 |
| Total expenses | 1,172,565 | 697,876 | 148,229 | 9,278 | 620,384 | 2,054,892 | 80,412 | 4,783,636 |
| Excess of revenues over (under) expenses | \$ 3,205,489 | \$ (344,493) | \$ (115,899) | \$ (4,391) | \$ (575,666) | \$ (1,864,892) | \$ (80,412) | \$ 219,736 |

Spring Creek Association
Schedule of Other Revenues
Year Ended December 31, 2019

| | General | Golf Course | Horse Palace | Trap and Skeet | Buildings and Facilities | Roads and Road Construction | Total Funds |
|-----------------------------------|-------------------|-------------------|------------------|-------------------|-----------------------------|-----------------------------------|---------------------|
| Revenues | | | | | | | |
| Lease fees | \$ 42,296 | \$ 27,600 | \$ 75 | \$ - | \$ - | \$ - | \$ 69,971 |
| Pasture lease | 380 | - | 603 | - | 2,171 | - | 3,154 |
| Legal revenue | 219,944 | - | - | - | - | - | 219,944 |
| Late fees | 77,370 | - | - | - | - | - | 77,370 |
| Owner transfer fees | 106,200 | - | - | - | - | - | 106,200 |
| Group insurance refund | 12,584 | - | - | - | - | - | 12,584 |
| Other income | 16,437 | 4,605 | - | - | 12 | - | 21,054 |
| Return check fees | 2,080 | - | - | - | - | - | 2,080 |
| Grants | - | - | - | - | - | 190,000 | 190,000 |
| Green fees | - | 99,667 | - | - | - | - | 99,667 |
| Cart rental | - | 61,535 | - | - | - | - | 61,535 |
| Golf annual pass | - | 67,750 | - | - | - | - | 67,750 |
| Pro shop sales | - | 62,668 | - | - | - | - | 62,668 |
| Cart trail fees and storage | - | 24,576 | - | - | - | - | 24,576 |
| Tournaments | - | 4,982 | - | - | - | - | 4,982 |
| Ranch Hand Rodeo | - | - | 11,355 | - | - | - | 11,355 |
| Stall and corral rental | - | - | 200 | - | - | - | 200 |
| Facility rental | - | - | 5,972 | - | - | - | 5,972 |
| Utility reimbursement | - | - | 475 | - | 25 | - | 500 |
| Bar revenue | - | - | 75 | - | - | - | 75 |
| Non-property owner pass | - | - | 13,575 | - | - | - | 13,575 |
| Player use fees | - | - | - | - | 14,520 | - | 14,520 |
| Special events | - | - | - | - | 23,945 | - | 23,945 |
| Targets thrown | - | - | - | 4,887 | - | - | 4,887 |
| Campground and parks | - | - | - | - | 4,045 | - | 4,045 |
| Committee of Architecture revenue | 86,815 | - | - | - | - | - | 86,815 |
| | <u>\$ 564,106</u> | <u>\$ 353,383</u> | <u>\$ 32,330</u> | <u>\$ 4,887</u> | <u>\$ 44,718</u> | <u>\$ 190,000</u> | <u>\$ 1,189,424</u> |