

Spring Creek Homeowners Association  
Minutes of Director's Meeting held  
on July 1, 2020

The a meeting of directors of the HOA was held at the conference room of the Ranch House at Spring Creek Ranch in Jackson, Wyoming on July 1, 2020 commencing at 4:00 p.m. mdt.

Directors Steve Price, George Kallop, Stuart Lang, Marc Segal, and Paul Pescatello were present in person or by phone.

Others persons present in person or by phone were Derek Goodson, attorney Frank Hess, and attorney Bill Short.

The first substantive order of business was the follow up on the proposed **Dog Regulations** (Resolution of the Spring Creek Ranch Homeowner's Association Adopting Policy And Procedures For Reasonable Accommodation And Modification Request) proposed by Bill short. George Kallop had sent letters to the Spring Creek owners regarding the need to register service dogs and emotional support dogs with the HOA, but only a handful of owners had done so. George Kallop circulated a proposed letter from him to the owners detailing the need to register service dogs with the HOA, insufficient documentation from the internet, fines would be imposed, and suggestions with where owners could walk their dogs. A lively discussion ensued for a considerable period of time amongst all of the directors. Bill Short recommended removing the \$250 fine per day as excessive and that there needs to be a "due process" for owners who are fined. Frank Hess will review the Covenants and Rules & Regulations to see if the HOA has already provided the same. Ultimately it was decided that George would amend his letter to the owners with the primary change being that the first sentence be deleted, "animals" be replaced with "dogs", and the July 15, 2020 compliance deadline changed to August 1, 2020. A copy of the revised letter is attached hereto.

The **Dog Regulations** were unanimously approved by the Board (copy attached).

The Board then took up the issue of the proposed **Rules & Regulations Governing Occupancy Of Spring Creek Ranch Townhomes**. There was only minimal discussion and the proposed regulations were not modified. The Townhouse Rules & Regulations were unanimously approved by the Board (copy attached).

The Board then took up the issue of the proposed **Rules & Regulations Governing Occupancy Of Spring Creek Ranch Single Family Homes**. A number of the draft regulations were discussed including storage of firewood, propane grills, allowed number of children under the age of 5, and towing of vehicles, and were subsequently modified per the attached.

The Single Family Homes Rules & Regulations as modified were unanimously approved by the Board (copy attached)

The last order of business was review of the **fee schedule for administration of the rental units** not being rented through Spring Creek Ranch Management Company (SCRMC). Another lively discussion ensued amongst the directors and SCRMC as to the estimated cost relationship for various services provided to renters. Ultimately it was approved by George Kallop, Stuart Lang, Marc Segal, and Paul Pescatello that the fee schedule would be \$75.00 for a reservation fee, and \$75.00 per day for the resort fee. Steve Price abstained from voting.

The meeting was adjourned at 5:40 p.m.

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Secretary, Spring Creek  
Homeowner's Association

Dear Spring Creek Ranch Homeowner:

As you are aware dogs are not allowed at Spring Creek unless they are Service Dogs or Emotional Support Dogs ("Permitted Dogs"). You were sent a notice in mid-April informing you that credentials must be submitted to the HOA to verify that any dogs you possess do indeed qualify as a Permitted Dog. The required content of these credentials was described in that notice.

The following guidance issued by the Department of Housing and Urban Development ("HUD") bears on this issue:

**"Documentation from the Internet**

Some websites sell certificates, registrations, and licensing documents for assistance animals to anyone who answers certain questions or participates in a short interview and pays a fee. Under the Fair Housing Act, a housing provider may request reliable documentation when an individual requesting a reasonable accommodation has a disability and disability-related need for an accommodation that are not obvious or otherwise known.<sup>35</sup> In HUD's experience, such documentation from the internet is not, by itself, sufficient to reliably establish that an individual has a non-observable disability or disability-related need for an assistance animal.

By contrast, many legitimate, licensed health care professionals deliver services remotely, including over the internet. One reliable form of documentation is a note from a person's health care professional that confirms a person's disability and/or need for an animal when the provider has personal knowledge of the individual."

Accordingly, the HOA has determined that certificates issued by internet providers such as USServiceanimals.org, USAServiceDogs.org, Registermyserviceanimal.com and similar agencies are not acceptable in and of themselves.

Homeowners need to refer to the notice you received last April and comply with those requirements without further delay. For all animals you should submit a veterinarian's statement that your dog has been vaccinated for rabies and that vaccination is current. Also, you must state that you assume absolute and total personal liability for any acts that your dog that commits.

If you declare that your dog is an emotional support animal you also need to submit a letter or certificate from a licensed health care professional who has a legitimate ongoing relationship with you stating that you require an emotional support animal. See airline documentation requirements from American, Delta and United airlines for the substance required in this documentation which can be provided in any reasonable format.

If you declare you have a "Service Animal" as defined by HUD you will need to provide a written statement declaring that it is a Service Animal and describing the functions this animal has been trained to provide. Please be aware that the State of Wyoming has legislated severe penalties for falsifying claims that an animal is a service or emotional support animal.

Regrettably a great many homeowners with dogs have chosen to ignore the requirements laid out in the April 17, 2020 notice. If you have a dog at Spring Creek Ranch and you do not comply with these regulations by August 15, 2020 the HOA may invoke its enforcement mechanism including fines of \$250 per day and/or other sanctions. We hope this will not become necessary. Please address these documentation requirements immediately.

Please also remember that many Spring Creek Ranch homeowners do not like to see dogs within Spring Creek Ranch. Please do your part by complying with the aforementioned dog regulations and also by walking your dog off the butte at the many wonderful dog-friendly locations around Teton County, including the Snake River dike in Wilson, the path along Flat Creek behind the new Post Office, the trail along the Snake River south of Jackson, the Game Creek Trail south of Jackson, the Cache Creek Trail in east Jackson, the footpath on Spring Gulch Road adjacent to Jackson Hole Golf & Tennis, the footpath from the Stilson Lot in Wilson to Teton Village, trails at the base and top of Teton Pass, etc. Letting your dog out briefly to relieve itself in the immediate vicinity of your residence during the early morning and late evening are reasonable exceptions to this, but otherwise please minimize the presence of your dog within Spring Creek Ranch.

All credentials should be submitted to Derrek Goodson at the Spring Creek Management Company. Please don't delay, this is the last notice you will receive before fines are assessed.

Sincerely,

Spring Creek HOA

**Rules and Regulations Governing Occupancy**  
**of**  
**Spring Creek Ranch Townhomes**

The Board of Directors of the Spring Creek Homeowner's Association, pursuant to Article IX, Section B.3(e) of the Spring Creek Ranch Covenants, adopted the following Rules and Regulations at a regularly scheduled Board meeting held on July 1, 2020. These Rules and Regulations are in furtherance of, and not a replacement for, such other use restrictions and regulations contained in the Amended CC&R's of Spring Creek Ranch and the Spring Creek Homeowners Association Rules and Regulations.

These Rules and Regulations are binding on all Owners and Occupants of Townhomes in the Harvest Dance and Spirit Dance Subdivisions of Spring Creek Ranch (Townhomes) as of the date of adoption and publication. These Rules and Regulations are established for the purpose of facilitating the safety and security of Townhome Occupants and to establish standards to ensure and facilitate the quiet enjoyment of the Townhomes by all Occupants.

1. "Occupants" shall mean all Owners, family members of Owners, social guests of Owners, and renters. All Occupants shall notify Spring Creek Management Company ("SCRMC") of their arrival at Spring Creek Ranch ("SCR") and the date of their departure. Notifications can be made by contacting the Front Desk. This notification will assist SCRMC to maintain security within SCR and will facilitate community response to, and protections against, emergencies including but not limited to wild fires, building fires, water leaks, etc.
2. Copies of all keys to the locks on all Townhomes shall be deposited with SCRMC. This will facilitate community response to, and protections against, wild fires, building fires, water leaks, etc.
3. All Occupants shall place all trash within designated trash receptacles located inside of Townhome trash collection buildings. No trash may be left outside at any time. Trash shall not be deposited in the maid/custodian sheds.
4. No pieces of personal property or equipment, including but not limited to, coolers, buckets, ski racks, bicycle racks, etc. may be left outside.
5. Garage doors shall be closed when not in use.
6. No loud music, raucous language, aggressive or overly boisterous behaviors, or any conduct which constitutes a nuisance under Wyoming law, or conduct which unreasonably disturbs the quiet enjoyment of other Occupants is permitted.
7. Owners and Owners' agents are responsible for prompt snow removal from their own entry decks and the walkways from the common walks to their front doors so as to minimize and prevent snow accumulations of more than 6".
8. Firewood shall not be stored outside of any Townhome. Stored firewood constitutes a fire hazard and visual impairment, and jeopardizes the insurance of the Association and Townhomes.
9. Any and all charcoal grills, smokers or cookers are prohibited. Propane grills are permitted, but shall not be used or stored inside the Townhome unit, garage, or on any

deck. Electric grills are permitted. All permitted grills shall be visually and constantly attended when in use.

10. Owners carrying out interior improvements shall do so only in accordance with the SCR Architectural Guidelines. All construction, improvement, and repair work shall be performed as quietly as possible. Odors, paint fumes, etc. shall be removed and discharged to the exterior using exhaust fans to prevent infiltration into other units on a 24-hour basis if necessary.
11. The following Regulations are applicable to Owners who rent, barter or otherwise receive value for the occupancy of their units:
  - a. Owners shall notify SCRMC in writing, and in advance, of any rental agents being used by Owners. Such notice shall include complete identity and contact information, including a 24-hour emergency response individual.
  - b. SCRMC shall be notified in writing, and in advance, of the identity of each renter or user, including the number of Occupants and contact information including home address, cell phone number(s), email etc. The preservation and maintenance of security at Spring Creek Ranch is of utmost importance to the Association and all of its Owners. This requirement facilitates the ability to immediately establish communications with all impacted Owners and renters in the event of an emergency.
  - c. Occupancy shall be limited to the number of beds permanently installed in each unit (King and Queen Beds = 2 each; Singles = 1 each; Convertible Sofas = 2 each).
  - d. All renters arriving at SCR shall register upon their arrival at the Front Desk by presenting a current photo ID and a current credit card to cover the risk of any potential damage incurred during the rental period. Said registrant shall verify in writing the number of persons in their group. All renters must notify the Front Desk upon their departure at the end of their stay.
  - e. Renters will be provided with a parking permit which shall be continuously displayed on the dashboard of each vehicle, indicating date of arrival and date of departure. Vehicles found without dashboard permits are subject to towing at the Townhome Owner's expense.
  - f. All renters shall sign an acknowledgment that they have received and will comply with all regulations governing SCR, including limits on the number of Occupants.
  - g. All renters shall comply with the Dog Regulations. Any renter claiming to have a Service Dog or Emotional Support Dog must submit documentation as required by the Dog Regulations no less than seven days prior to arrival to allow for verification of documentation. If a renter arrives without such documentation, such person will be required to keep the dog at an offsite location. If they fail to do so, the Townhome Owner will be fined \$250 per day for each day the renters are in occupancy.
  - h. Owners of units being rented must maintain a separate liability/property damage insurance policy in the amount of \$1,000,000 to cover acts or omissions of their agents and tenants. This can be provided individually or through their rental agents. This coverage will be primary to SCR insurance coverage. Owners who

rent their units shall maintain on file an additional insured (AI) endorsement naming the Association as an additional insured.

- i. The Ranch House and other core facilities are private property with access rights as determined by the Association and SCRMC. The Association has made arrangement for all Townhouse rental guests to have the same access rights as Owners to all SCR amenities except for the shuttle, because that vehicle is already overburdened.
  - j. Owners shall be assessed a fee of \$75.00 for each rental agreement plus \$75.00 per day during each rental period to reimburse the Association and SCRMC for costs related to administering these regulations, including but not limited to additional management, accounting, front desk personnel, and other employees to monitor compliance with these regulations, remediation of violations, security, and related duties etc. These charges will be waived for Owners renting through SCRMC as SCRMC has agreed to absorb these costs from their rental income.
  - k. Owners are strictly liable and responsible for all acts and/or omissions of their agents, Occupants, guests and renters.
12. Violations of these regulations will result in the applicable Owners being fined \$250 for each incident. In addition, Owners will be assessed the cost of correcting any violations or repairing any damage to the SCR property. If Owners do not deposit keys with SCRMC, and it becomes necessary to break down doors during an emergency to gain access to a Townhome unit, any resulting damage shall be the responsibility of the Owner in addition to possible fines.
13. Pursuant to Section 1(f) of Article XIV, **Enforcement**, of the Spring Creek Ranch Covenants, fines or other monetary obligations incurred by an Owner must be paid when due, or may be enforced and collected in the same manner as provided for enforcement and collection of an Association assessment.

DATED this 1<sup>st</sup> day of July, 2020.

**Rules and Regulations Governing Occupancy**  
**of**  
**Spring Creek Ranch Single Family Homes**

The Board of Directors of the Spring Creek Homeowners Association, pursuant to Article IX, Section B.3 (e) of the Spring Creek Ranch Covenants, adopted the following Rules and Regulations at a regularly scheduled Board meeting held on July 1, 2020. These Rules and Regulations are in furtherance of and not a replacement for those such other use restrictions and regulations contained in the Amended CC&R's of Spring Creek Ranch and the Spring Creek Homeowners Association Rules and Regulations.

These Rules and Regulations are binding on all Owners and Occupants of single family homes in Spring Creek Ranch as of the date of adoption and publication. These Rules and Regulations are established for the purpose of facilitating the safety and security of single family Occupants and to establish standards to ensure and facilitate the quiet enjoyment of the single family homes by all Occupants.

1. "Occupants" shall mean all Owners, family members of Owners, social guests of Owners, and renters. All Occupants shall notify Spring Creek Management Company ("SCRMC") of their arrival at Spring Creek Ranch ("SCR") and the date of their departure. Notifications can be made by contacting the Front Desk. This notification will assist SCRMC to maintain security within SCR and will facilitate community response to, and protections against, emergencies including but not limited to wild fires, building fires, water leaks, etc.
2. Copies of keys to the locks on all homes must be deposited with SCRMC. This will facilitate community response to, and protections against, emergencies including but not limited to, building fires, water leaks, etc.
3. All Occupants shall place all trash within designated trash receptacles inside the home/garage or animal proof containers outside. Trash shall not be deposited in the maid/custodian sheds.
4. No pieces of personal property or equipment including but not limited to coolers, buckets, ski racks, bicycle racks, etc. may be left outside.
5. Garage doors shall be closed when not in use.
6. No loud music, raucous language, aggressive or overly boisterous behaviors, or any conduct which constitutes a nuisance under Wyoming law, or conduct which unreasonably disturbs the quiet enjoyment of other Occupants is permitted.
7. Owners and Owners' agents are responsible for prompt snow removal from the entry decks, walkways, and driveway of the home so as to minimize and prevent snow accumulations of more than 6".
8. Firewood should be kept inside (i.e. garage) or in a fireproof container outside.
9. Owners carrying out improvements shall do so only in accordance with the SCR Architectural Guidelines. All construction, improvement, and repair work shall be performed as quietly as possible.



10. The following Regulations are applicable to Owners who rent, barter or otherwise receive value for the occupancy of their home:

- a. Owners shall notify SCRMC in writing, and in advance, of any rental agents being used by Owners. Such notice shall include complete identity and contact information, including a 24-hour emergency response individual.
- b. SCRMC shall be notified in writing, and in advance, of the identity of each renter or user, including the number of Occupants and contact information including home address, cell phone number(s), email etc. The preservation and maintenance of security at Spring Creek Ranch is of utmost importance to the Association and all of its Owners. This requirement facilitates the ability to immediately establish communications with all impacted Owners and renters in the event of an emergency.
- c. Occupancy shall be limited to the number of beds permanently installed in each home (King and Queen Beds = 2 each; Singles = 1 each; Convertible Sofas = 2 each).
- d. All renters arriving at SCR shall register upon their arrival at the Front Desk by presenting a current photo ID and a current credit card to cover the risk of any potential damage incurred during the rental period. Said registrant shall verify in writing the number of persons in their group. All renters must notify the Front Desk upon their departure at the end of their stay.
- e. Renters will be provided with a parking permit which shall be continuously displayed on the dashboard of each vehicle, indicating date of arrival and date of departure. Vehicles found in public areas without dashboard permits are subject to towing at the Owner's expense.
- f. All renters shall sign an acknowledgment that they have received and will comply with all regulations governing SCR, including limits on the number of Occupants.
- g. All renters shall comply with the Dog Regulations. Any renter claiming to have a Service Dog or Emotional Support Dog must submit documentation as required by the Dog Regulations no less than seven days prior to arrival to allow for verification of documentation. If a renter arrives without such documentation, such person will be required to keep the dog at an offsite location. If they fail to do so, the Owner will be fined \$250 per day for each day the renters are in occupancy.
- h. Owners renting their home must maintain liability/property damage insurance coverage in the amount of \$1,000,000 or more to cover acts or omissions of their agents and tenants. This can be provided individually or through their rental agents. Owners who rent their home shall maintain on file an additional insured (AI) endorsement naming the Association as an additional insured.
- i. The Ranch House and other core facilities are private property with access rights as determined by the Association and SCRMC. The Association has made arrangement for all single family home rental guests to have the same access rights as Owners to all SCR amenities except for the shuttle, because that vehicle is already overburdened.
- j. Owners shall be assessed a fee of \$75.00 for each rental agreement plus \$75.00 per day during each rental period to reimburse the Association and SCRMC for costs related to administering these regulations, including but not limited to

additional management, accounting, front desk personnel, and other employees to monitor compliance with these regulations, remediation of violations, security, and related duties etc. These charges will be waived for Owners renting through SCRMC as SCRMC has agreed to absorb these costs from their rental income.

- k. Owners are strictly liable and responsible for all acts and/or omissions of their agents, Occupants, guests and renters.
11. Violations of these regulations will result in the applicable Owners being fined \$250 for each incident. In addition, Owners will be assessed the cost of correcting any violations or repairing any damage to the SCR property. If Owners do not deposit keys with SCRMC, and it becomes necessary to break down doors during an emergency to gain access to an Owner's house, any resulting damage shall be the responsibility of the Owner in addition to possible fines.
  12. Pursuant to Section 1(f) of Article XIV, **Enforcement**, of the Spring Creek Ranch Covenants, fines or other monetary obligations incurred by an Owner must be paid when due, or may be enforced and collected in the same manner as provided for enforcement and collection of an Association assessment.

DATED this 1<sup>st</sup> day of July, 2020.