Rules and Regulations Governing Occupancy <u>of</u> Spring Creek Ranch Single Family Homes (Amended)

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 Rules and Regulations at a regularly scheduled Board meeting held on July 1, 2020 regarding occupancy of the Spring Creek Ranch Single Family Homes. The Board amended these Rules and Regulations at a regularly scheduled Board meeting held on October 12, 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, as amended, are binding on all Owners and Occupants of single family homes in Spring Creek Ranch (SCR) as of July 1, 2020. 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.

- "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 are 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 of the home. 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 the entry decks, walkways, and driveway of the home so as to minimize and prevent snow accumulations of more than 6".
- 8. Firewood shall not be stored outside of any home. Stored firewood constitutes a fire hazard and visual impairment, and jeopardizes the insurance of the Association and homes.

- 9. Any and all charcoal grills, smokers or cookers are prohibited. Propane grills are permitted, but shall not be used or stored inside the house, 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.
- 11. 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), plus up to 3 children under the age of 5.
 - 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 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 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 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 resort fees as set forth on the attached Resort Fee Schedule during each rental period to compensate 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, because 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 can 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.
- 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.

Amended this 12th day of October, 2020.

Secretary

RESORT FEE SCHEDULE

\$75 per reservation/rental agreement for tenants originating from outside agents

Resort fees for the availability and use of Spring Creek Ranch amenities:

\$20/day for a one bedroom unit \$40/day for a two bedroom unit \$60/day for a three bedroom unit \$80/day for a four bedroom unit