

Silverstone Ranch Association

Conditions for Use of the Community Stable Facility

Approved September 28, 2022

SA-1. GENERAL PROVISIONS

In accordance with the Article 7, Section 7.3 of Declaration of Covenants, Conditions, and Restrictions for Silverstone Ranch Association ("CC&R's") the Board of Directors, on behalf of Silverstone Ranch Association ("Association"), has adopted the following Conditions for Use of the Community Stable Facility ("Stable Agreement"), which shall apply to the Stable and the Common Area amenities related to the Stable, including but not limited to the arena, tack rooms, feed storage rooms, hitching posts, perimeter fencing, wash racks, and bedding storage enclosure.

Each Stable Agreement provides for the housing of one (1) Equine ("Horse"), whose owner is a current resident of Silverstone Ranch and is either a Lot Owner in good standing of the Association, or such Owner's Tenant or other occupant, to occupy one (1) designated Stall in the Stable, including access to the Common Area amenities located in and around the Stable. All requirements contained within the Stable Agreement must be met and all required documentation must be approved by the Association prior to the Horse taking occupancy of the Stall.

Regulation and enforcement of this Agreement shall be consistent with the Association's governing documents and policies, including but not limited to, written violation notices, monetary fines, legal recourse as necessary, and with applicable state and local laws.

SA-2. PRE-OCCUPANCY REQUIREMENTS

All required documentation, proof of ownership, security deposit, and pre-occupancy inspection form must be completed and on file with the Community Manager prior to occupancy.

1. **Stable Agreement**. Please send a completed Stable Agreement for each Horse you would like to place in the Stable, including all required attachments and signatures, to:

Silverstone Ranch Association
c/o Vision Community Management
16625 S Desert Foothills Pkwy • Phoenix, AZ 85048
Phone: (480) 759-4945 • Fax: (480) 759-8683

Email: silverstoneranch@WeAreVision.com • Website: <http://www.silverstoneranchhoa.org>

2. Branding documentation and **proof of ownership** information.
3. **Current vaccination history**, including proof of current of Rabies, Tetanus, Eastern equine encephalomyelitis (EEE), Western equine encephalomyelitis (WEE), Venezuelan equine encephalomyelitis (VEE), West Nile Virus (WNV), and equine influenza vaccinations.
4. **Certificate of Homeowners Insurance and/or Equine Liability Insurance**, including at least \$500,000/\$1,500,000 general liability coverage.
5. **Security Deposit** in the amount of \$ 500.00 per Stall.
6. **Pre-Occupancy Inspection** of the Stall, and review of the **Stable Rules and Regulations**.
7. Other requirements as may be adopted by the Board of Directors from time to time.

Owner's Initials: _____

Any Owner, or an Owner's Tenant or other occupant, who places a Horse in a Stall without meeting all the pre-occupancy requirements listed above shall be in violation of the Stable Agreement and subject to all remedies contained within.

SA-3. STALL ASSESSMENT

A Stall Assessment of **\$ 125.00 per Stall per month** shall be charged to the Lot Owner's Account, semi-annually, on January 1 and July 1 each year, for as long as the Stall is assigned to or permanently occupied by the Lot Owner, or the Owner's Tenant or other occupant, as documented on the Stable Agreement. Partial months stall assessment may be charged on a pro-rata basis based on the numbers of days the Stall occupied in the month.

Late Fees: A late fee equal to the greater of \$ 15.00, or 10% of the unpaid Stall Assessment amount, may be charged to any Account that shows a Stall Assessment not paid within fifteen (15) days of the due date.

SA-4. SECURITY DEPOSIT

A **\$ 500.00 Security Deposit** must be paid to Association before the Horse Owner / Stable Occupant may place their Horse in the designated Stall.

SA-5. PRE-OCCUPANCY INSPECTION

The Lot Owner, Horse's Owner, and Community Manager or Stable Liaison will complete and sign a **Pre-Occupancy Inspection form**, documenting any damage to the Stall at the time of occupancy, and placed in the Lot Owner's file maintained by Vision Community Management.

The Association may deduct stall assessments owned, cleaning and damages to the Stall beyond normal wear and tear from the security deposit. Any actual costs exceeding the amount of the security deposit may be charged to the Lot Owner's Account, at the sole discretion of the Board.

SA-6. STABLE KEYS

Stable keys are property of the Association. After a Stall is assigned to a Lot Owner, the Association will provide the Horse Owner with two (2) stable keys.

Lost Keys: Lost locks and/or keys are the responsibility of the Lot Owner, as are all costs associated with key replacement, including the need to rekey or change locks.

SA-7. MAINTENANCE

The Association will provide weed and pest control, including the maintenance of the fly control system, electrical system, plumbing, fencing, gates, arena, turnouts, wash racks, foundation, roofing, bedding storage enclosure, parking area, lighting, and the structure's exterior, including the maintenance of the surrounding landscape, Bridle Path, and Equestrian Trail.

SA-8. HORSE OWNER RESPONSIBILITIES

1. Each Horse Owner shall bear sole responsibility for the health and safety of their Horse, including but not limited to providing reasonable care, grooming, and required vaccinations.
2. The daily removal of manure and soiled bedding from the Stall and disposed of in the onsite refuse container prior to 10:00 pm.
3. Bedding shall be replenished in the Stall weekly, or more frequently as needed.
4. Cleaning of water bowl and buckets in the arena and turnouts.
5. All costs associated with the care and well-being of the Horse.
6. The purchase of and the expense of feed and required closed containers as needed; bedding, and fly control chemicals.
7. Supply all tools and equipment necessary to clean the Stall daily, including those required for the care of and Owner's personal enjoyment of the Horse.
8. The purchase and replacement of dirt lost in the stall and turnout due to the Horse's normal use of the stall; positive drainage of water away from the Stable must be present.
9. General housekeeping, such as daily sweeping, raking, dusting, organizing, etc., of the Stable and its related common areas is the responsibility of all horse owners occupying the Stable.
10. Communicating with the Community Manager all concerns and/or questions regarding the Stable, its components and common areas, or any other topics related to the Stable.
11. The costs associated with replacing lost keys and/or padlocks issued by the Association.
12. Horse owners will notify the Association of any changes to medical care, and/or contact numbers immediately.
13. Horse owners shall provide **proof of vaccinations** to the Community Manager annually.
14. Horse owners shall provide **liability insurance** throughout the period of this Stable Agreement, protecting the Horse Owner and the Association from all claims arising out of this Stable Agreement.
15. Owner shall be responsible for damage caused by the Owner's Horse to Property or equipment owned by the Association unless such damage is due to negligence of the Association.
16. Stable Occupants are strongly advised to include all items kept at the Stable on either their homeowner's or renter's insurance policy. Silverstone Ranch is not responsible for any horse owner's property stored at the Stable. Tack rooms and storage areas are provided as a convenience to Stable Occupants on a use at your own risk basis.
17. Any other responsibilities as agreed upon between the Board and the Stable Manager or Liaison that will be of benefit the Stable.

SA-9. EMERGENCY CARE

The Association agrees to attempt to contact the Horse's Owner at the emergency contact number provided herein should the Community Manager, Resident, Committee Member, and/or another Stable Occupant feel that medical treatment is needed for the Horse(s), provided however, that in the event the Horse's owner cannot be reached the Association in a reasonable period of time, which time shall be judged and determined solely by the Association acting as agent for the horse owner, the Association is hereby authorized to contact the veterinarian referenced herein. Furthermore, such persons are held harmless from liability for reporting or non-reporting of such concerns. The Association is neither responsible nor liable in deciding as to whether emergency veterinary care is necessary for the Horse.

The Horse's Owner must make prior arrangements for payment with their veterinarian in the event it is necessary for the Association to seek services. If the Horse's veterinarian is unavailable, the Association may contact any other qualified and licensed practitioner; and all fees; which shall be charged by said veterinarian, shall be the sole and exclusive responsibility of the Horse's Owner with no liability whatsoever upon the Association for said fees or choice of veterinarian.

SA-10. STABLE RULES AND REGULATIONS

1. Good Standing. The Owner of the Horse must occupy a dwelling as an Owner or be Lessee of property within Silverstone Ranch. Assessments and fees must be current, or stall privileges may be forfeited.
2. The Lot Owner must pay the Security Deposit and take responsibility for the actions of their Tenants in the Stable.
3. All required documentation, proof of ownership, cleaning deposit, and the pre-occupancy inspection form must be completed and on file with the Community Manager prior to occupancy. One (1) Horse per stall, except in cases of a foal which may reside with its mare until weaned.
4. Stallions are prohibited. A stallion must have been neutered at least ninety (90) days prior to occupancy.
5. Horse owners have agreed to limit riding of their horses to the northern portion of the Turf Retention Basin, which is north of the dumpster enclosure. Horse owners may also ride their horses in the arena outside of scheduled turn-out times.
6. Horses grazing in the north end of the Turf Retention Basin must always be in-hand.
7. Tying a horse to anything other than the provided hitching posts or the wash racks is prohibited.
8. Maximum allotted time for day use of the arena is three (3) hours per horse, on a first come basis. Owners training or riding their horses shall have priority over unattended horses.
9. All manure and waste must be removed from the arena and turnouts upon exit.
10. Water buckets left in the arena and turn outs shall be cleaned by the horse's owner at the start of their allotted time.

11. Water buckets from the stalls are not to be emptied inside the arena and turnouts.
12. The tack rooms will be shared equally amongst the horse owners on a per horse basis.
13. All opened bags of feed shall be stored in closed containers. Unopened bags of feed may not be stored in the barn aisle.
14. Each stall shall be assigned a slot in the hay room that will accommodate five (5) bales of hay and a location in the feed room for grain, etc.
15. Use of or the relocating of another horse owner's property without permission is prohibited.
16. Horses with contagious diseases are prohibited. In the event a Horse becomes infected with a communicable disease, the Horse shall be immediately relocated out of the Stable and its Owner shall notify to the Community Manager, Stable Liaison, and other Stable Occupants.
17. Smoking in the Stable or its common areas is prohibited.
18. All gates and tack and feed room doors are to be closed and locked (if applicable) upon leaving the area.
19. A schedule of turn out times will be placed in a prominent location at the Stable. Owners must adhere to the posted schedule and allow sufficient time to remove their Horse and any manure and waste so that the next Owners can move their Horse within the scheduled time frame. If an Owner is unable to meet this time frame their turn out will be forfeited unless other arrangements have been made in advance. Day turn outs are from 9 A.M. to 6 P.M. (north and south). Night turnouts are from 6 P.M. to 9 A.M. (arena and turnouts).
20. Prior to leaving the Stable, Owners must verify that all debris left by them or their horse(s) have been removed from the premises. This includes but is not limited to hoof pickings, manure, grooming utensils, and tack.
21. Horse trailers may be stored at the Horse Owner's residence behind closed gates in accordance with the Association's Architectural Guidelines. Trailers must be covered by a tarp of a color compatible with the Association's approved paint color schemes.

SA-11. TWO HORSES PER LOT

Each Lot may apply to the Association to place a Horse in a Stall in the Stable, with a maximum number of two (2) Horses per Lot and a limit of one (1) Horse per designated Stall.

SA-12. TWO HORSES PER LOT; EXCEPTION

When there are empty stalls available and no waiting list, a Lot Owner already occupying two Stalls may request a third Stall. However, if another Lot Owner with either no Stall or only one Stall request a Stall, the Lot Owner occupying three Stalls must vacate the third stall within (30) days.

Owners wishing to board more than two (2) horses at the stable must bring their request before the Board prior to occupying a third stall, subject to Stable capacity and any documented provisions at that time.

SA-13. WAITING LIST

During times when all Stalls are in use, a Waiting List will be established, and Lots will be listed on a first come basis. The Stable Liaison and the Community Manager will maintain the Waiting List, which will be kept on file at Management's offices. It is the Stable Liaison's responsibility to keep the Community Manager apprised of any Stall vacancies.

When a Stall becomes available, the Owner of the first Lot on the Waiting List will be notified and afforded the opportunity of occupying the available Stall; continuing through the list in order received until either no more Stalls are available or the Waiting List contains no additional Lots.

Stalls may not be reserved or "saved" by any Lot when a Waiting List is in effect.

Any Stall vacated for a period longer than (30) consecutive days is deemed unoccupied and available for use by others, unless previously agreed by both the Board of Directors, at their sole discretion.

SA-14. VIOLATIONS

The regulation and enforcement of this Stable Agreement shall be consistent with the Association's governing documents and all other policies adopted at the time of the violation; including but not limited to suspension of the right to vote and the right to use the recreational facilities on the Common Area for a period no longer than sixty (60) days except in cases where said violation has not been or is refused to be cured; and a reasonable monetary fine attached to the Lot Owner's account as documented in Article 7 of the CC&R's. Continual disregard for the CC&R's and/or this Stable Agreement may result in the removal of the Horse(s) from Stable at Lot Owner's expense.

Additionally, as prescribed in Article 8, Section 8.3, a lien has been created and established for each Lot within Silverstone Ranch, which secures the payment of all present and future Assessments assessed or levied fines, penalties, or other amounts levied against such Lot. Furthermore, the Association shall have the standing and power in enforcing the provisions contained within this Standard, and of all other recorded governing documents, and its costs in doing so, including but not limited to, reasonable attorneys' fees; with such costs being the responsibility of the property Owner.

SA-15. GRIEVANCES, APPEAL PROCESS

Matters of a personal nature, including but not limited to, use of another horse owner's belongings, the occasional incorrect placement/storing of tack or tools, and all other matters of personal preference should be handled amongst the individual horse owners. If issues cannot be remedied between horse owners, then the matter should be presented to the Stable Liaison and Committee for resolution. If the matter cannot be amicably resolved by the Stable Liaison and/or the Stable Committee, the issue should be presented to the Board of Directors.

Matters that pertain, but are not limited to, the condition and maintenance of the Stable, the related common area, dumpster enclosure, or violations of the governing documents should be brought to the attention of the Stable Liaison or the Community Manager. In the absence of a Stable Liaison, appeal may be addressed to Community Manager or the Board of Directors.

Matters concerning the Stable Liaison or Community Manager should be addressed to the Board.

SA-16. IMPROVEMENTS

Improvements, additions, and/or modifications to the Stable and its related common areas are subject to the same rules and guidelines set forth in Article 9 and 10 of the CC&Rs. The Community Manager or Stable Liaison will submit a Plan Submittal Request form with required documentation to the Board of Directors for consideration. No work is to commence or change orders to be approved without the prior approval of the Board of Directors.

The Association is in no way obligated to make any improvements, modifications, and/or additions to the Stable and its common areas except for that of routine maintenance.

Should a Horse Owner wish to bear the cost of an improvements, modifications, and/or additions to the Stall or Stables must submit a Plan Submittal Request form and all required documentation for ARC review. If approved, then such improvements, additions, and/or modifications must be completed solely at the Horse Owner's expense, and the Association is in no way responsible, financially, or otherwise, for the alteration.

Any improvement, modification, and/or addition that compromise the structure or any of its components are expressly prohibited.

SA-17. VACATING THE STALL

Permanent removal of the Horse(s) from their Stall(s) is defined as a period longer than thirty (30) consecutive days, unless the extended absence is made known to and approved by the Community Manager in advance. Under extenuating circumstances, i.e., due to illness, sabbatical, etc., the Board of Directors may grant a period not to exceed ninety (90) days, at their sole discretion.

Lot Owners are required to notify the Community Manager in writing of the date a Tenant occupying a stall in the Stable vacates or intends to vacate the Owner's Lot or rental property.

The Lot Owner is responsible for returning the stable key(s) to the Community Manager within fifteen (15) days of ending tenancy of the Stall(s). The Association reserves the right to deduct all costs to replace stable keys, rekey or change locks from the Security Deposit for the Stall.

SA-18. POST-OCCUPANCY REQUIREMENTS

A Horse Owner who vacates an assigned Stall, including relocating their horse to a different stall within the Stable, or moving their Horse off the Property, either temporarily or permanently, is required to:

1. Provide written notice to the Community Manager that the Horse will be removed from the Stall or is permanently leaving the Stable, as soon as the relocation can be foreseen.
2. Return the Stall to the state it was in at the time of the Pre-Occupancy Inspection, as documented on the Pre-Occupancy Inspection form, including but not limited to removal of all soiled bedding and manure, cleaning of the interior stall, replacement of dirt as necessary, and any necessary repairs.
3. Remove all personal belongings.
4. Participate in a Post-Occupancy Inspection of the Stall, including the feed and tack rooms with the Community Manager or Stable Liaison.

5. Return the stable key(s) to the Community Manager.
6. Perform any additional requirements as required by the Board of Directors at the time the horse is removed from the Stall.

In the event a Horse Owner fails to complete the post-occupancy requirements when vacating the Stable, the Board, acting on behalf of the Association, has the right to seek reasonable restitutions from the Lot Owner in order to return the Stall to its state at time of occupancy as allowed by the Association's governing documents and by applicable state and local laws.

Costs incurred by the Association to remedy the Stall and other assigned areas shall become the responsibility of the Lot Owner, including but not limited to associated costs and legal expenses.

SA-19. STABLE LIAISON

In accordance with the Bylaws of the Association, the Board of Directors has created the position of Stable Liaison. Requests for appointment as the Stable Liaison shall be placed in writing to the Board of Directors and may be given to a Director or the Community Manager. If at any time there is not a Stable Liaison, the Community Manager may perform the duties of the Stable Liaison.

It shall be the responsibility of the Community Manager and the Stable Liaison to report items in need of maintenance to the Board for consideration.

SA-20. STABLE LIAISON DUTIES

1. Monthly communications with the Board of Directors on the overall status of the Stable, including but not limited to any proposed changes, concerns from horse owners and/or Stable Committee Members, rule violations, or recommendations for the Stable and its common area.
2. Communications throughout the month with Board members, as necessary.
3. Communicate and coordinate with the Community Manager all changes in Stall occupancy and Stall assignments, preventive maintenance issues and concerns, weed and pest control, and scheduling of Board-approved repairs and other work.
4. Perform pre-occupancy and post-occupancy inspections with Lot Owners.
5. Relay information, rules, and guidelines to Horse Owners prior to taking possession of the designated Stall, including but not limited to documentation, space in the feed and tack rooms, and issuing key(s).
6. Schedule, plan and preside over meetings of the Stable Committee, including providing agendas and meeting minutes to the Community Manager.
7. Communicate changes, modifications, additions, and/or proposals to items pertaining to the Stable and its Common Area.
8. Coordinate any stall moves needed to support repair or maintenance work.
9. Present a proposal for desired improvements, modifications, and/or additions for the Stable to

the Board of Directors for consideration.

10. Any other responsibilities as agreed upon between the Board and the Liaison.

SA-21. STABLE COMMITTEE

The Board shall appoint the members of the Stable Committee, which shall have such a number no less than three (3) including the Stable Liaison/Committee Chairperson. Each member of the Stable Committee shall serve in such a capacity until such time as the member is removed by the Board; or resigns their position.

SA-22. LIABILITY WAIVER & RELEASE OF CLAIMS

As prescribed within A.R.S. §12-553 and §33-1551 the Association, its directors, officers, shareholders, employees, agents, and/or employees of the management company shall not be liable for claims or cause of action relating to any aspect of the Stable and its operation, including but not limited to any injuries, runaways, damage, sickness, loss, theft, and/or destruction of any animal, vehicle, trailer, equipment, saddles, tack, and/or other personal property arising from or connected to the boarding of the Horse. The Owner further agrees to indemnify and hold the Association harmless from any loss or injury to said Horse, including all liability, claims, damages, expenses, costs, and fees, including but not limited to court costs and/or attorney fees arising from such injury, damage, and/or failure by the Owner to perform its obligations under this document. The Owner assumes and shall bear the entire risk of loss for property damage, personal injury, and/or loss resulting from or in connection with activities, including but not limited to the riding, use of own Horse or one owned by others, and/or being around the Horse's environment; for themselves, their guests, family members, employees, agents, and/or any other person invited by the Owner. All such risks and associated costs are assumed by the Owner.

Owner agrees to hold the Association harmless from any claim caused by said Horse and agrees to pay any legal fees incurred by the Association in defense of a claim resulting from damage by said Horse. In the event of default under this agreement the wronged party has the right to recover reasonable legal fees and court costs resulting from the failure of either party to this Agreement.

Except for the Silverstone Ranch CC&R's, Bylaws, and Articles of Incorporation, this document supersedes all previous documents and shall be in full force until such time as the Board of Directors sees fit to make changes. Any Owner not wishing to sign and adhere by these provisions shall have thirty (30) days in which to seek alternative housing for their Horse. At the completion of that time if the Horse has not been relocated and the Owner refuses to sign this document, the Owner is said to be in violation of this document and subject to all remedies set forth in the governing documents for Silverstone Ranch and as allowed by law.

LOT OWNER INFORMATION

Name: _____ Lot #: _____

Email Address: _____ Cell: _____

Mailing Street Address: _____

City: _____ State: _____ ZIP: _____

***Emergency Contact Name:** _____

***Emergency Phone Number:** _____

HORSE OWNER INFORMATION

Check if Horse's owner is the same as Lot Owner listed above

Name: _____ Lot #: _____

Email Address: _____ Cell: _____

Mailing Street Address: _____

City: _____ State: _____ ZIP: _____

***Emergency Contact Name:** _____

***Emergency Phone Number:** _____

HORSE DESCRIPTION

Horse's Name: _____

Breed/Color: _____

Sex: _____ Date of Birth: _____

***Veterinarian Name:** _____

***Veterinarian Phone Number:** _____

***Insurance Carrier Name:** _____

***Policy Number:** _____ **Insurance Contact #:** _____

Does the Horse have a history of aggressive behavior? Yes No

If Yes, please explain: _____

Notes: _____

SIGNATURES

In consideration of the permission granted to the undersigned (and his/her family members and supervised guests) to enter upon and use the Stable and the Common Area amenities related to the Stable, located within Silverstone Ranch Association, Gilbert, Arizona 85296, the undersigned understands, acknowledges and agrees to the Conditions for Use of the Community Stable Facility.

Furthermore, the Horse Owner warrants that he/she presently carries in full force and effect, and shall, throughout the period of this Stable Agreement, continue to carry and maintain in full force and effect, liability insurance protecting the Horse Owner and the Association from any and all claim(s) arising out of this Stable Agreement.

On Behalf of Silverstone Ranch Association:

Lot Owners / Horse Owners:

The Horse's Owner is the Lot Owner

Stable Liaison or Board Member's Signature

Lot Owner / Horse Owner's Signature

Printed Name

Printed Name

Date

Date

The Horse's Owner is the Tenant (or other occupant) of the Lot Owner listed above (*if applicable*).

Stable Liaison/Community Manager's Signature

Horse Owner's Signature (if Tenant/Occupant)

Printed Name

Printed Name

Date

Date

FOR INTERNAL USE ONLY:

PRE-OCCUPANCY CHECKLIST:

- Lot is current on Assessments and Fees
- Stable Agreement, including signature
- Proof of ownership
- Current vaccinations
- Proof of Insurance: Homeowners Equine Liability Insurance
- Pre-Occupancy Inspection form completed and signed
- Security Deposit
- Verify Tenant Registration Form completed

STALL ASSIGNMENT

Stall Agreement Accepted & Approved: Yes No

Designated Stall Number: _____

By: _____ Date: _____

POST-OCCUPANCY CHECKLIST:

- Is Lot current on Stall Assessments and Fees? Yes No

If No, please list any Stall Assessments or Fees Owed: \$ _____

- Post-Occupancy Inspection completed and signed

- Stable Key(s) returned Yes No

- Cleaning costs or damages due? Yes No

If Yes, Amount of Damages Owed: \$ _____

- Deposit Refund Approved: Yes No

Date Deposit Refunded: If No, please list any Stall Assessments or Fees Owed: \$ _____

- Date Deposit Refunded: _____

Notes: _____

By: _____ Date: _____