

Silverstone Ranch Association
CONDITIONS FOR NON-HORSE OWNER USE OF THE STABLE FACILITY
Adopted September 18, 2023

General Provisions

The Stable and its surrounding Common Areas, which includes the added runs, the tack rooms, the feed rooms, the arena and turnouts, the hitching posts, the perimeter fencing, the bedding storage area, the dumpster and bedding enclosure, the wash racks, and the other Common Areas of the Stable (collectively, the "Stable Facility"), are owned by Silverstone Ranch Association, a nonprofit corporation organized under the laws of the State of Arizona, and is for the use and enjoyment of all owners of property within Silverstone Ranch.

Use of the Stable Facility is reserved for residents in the community who are Members of the Association in good standing and who desire to house one or more equine in the Stable Facility. Such residents must complete and submit the Conditions for Use of the Community Stable Facility ("Stables Agreement") per equine housed in the Stable Facility and pay a monthly Stable Fee to cover the cost of the consumables used in and for the Stable Facility, including utilities. Except as otherwise provided herein, no other use of the Stable Facility is permitted. Non-equine owners who reside in the community may use the Stable Facility for limited purposes (a "User") by completing and submitting this Conditions for Non-Horse Owner Use of the Stable Facility (the "Conditions Form").

This Conditions Form is deemed an extension of the Association's Rules, and Article 2 and Section 7.3 of the Declaration expressly authorize the Association's Board of Directors to adopt rules and regulations governing use of the Stable Facility. Regulation and enforcement of this Conditions Form shall be consistent with the governing documents and the established policies for the Association at the time, including but not limited to, written violation letters, monetary fines for repeated violations, applicable legal recourse as necessary, and with any and all applicable local and state laws.

Permitted Uses

At this time, the Association only permits non-equine owners to use the Stable Facility for purposes of connecting to the Stable Facility's electrical outlets for electrical use outside of the Stable Facility in the retention basin located south and east of the Stable Facility. Note that this is a temporary permitted use, as the Association is in the process of updating lighting in the retention basin and will include electrical outlets in the retention basin as part of this project. Once this project is complete, the Association will revoke the rights of non-equine owners to use the electrical outlets in the Stable Facility.

Use of the electrical outlets is by extension cords provided by the User. The Association does not provide extension cords. All of the following applies to use of the electrical outlets.

- Use of the electrical outlets is on a first come first served basis. User shall not unplug another user's or equine owner's extension cord or other device plugged into the electrical outlets.
- All extension cords must be in good working order and without blemishes or breaks that could create a spark, fire or other safety issue.
- Extension cords must be run so as to be out of the path of equine and human travel as much as possible to minimize the risk of a trip, fall and potential injury.

- Extension cords may not be suspended over the ground or run over fences, the hitching posts or the wash racks.
- Extension cords must lie flat along the ground.
- Due to visibility concerns starting when the sun begins to set until daylight, extension cords must either be removed prior to the sun beginning to set or be illuminated such that they are visible after the sun sets.
- Extension cords must run from the electrical outlet straight down to the ground immediately below the electrical outlet. Then due south to the perimeter fence on the south side of the Stable Facility. From there, extension cords must be run south past the dumpster enclosure and then either continue south or turn east. The following image approximates the location of where the extension cords must be run.



The Association will evaluate any other requested uses on a case-by-case by basis, and will supplement the permitted uses as necessary.

Keys

Upon receipt of a completed Conditions Form and verification that the User's intended use of the Stable Facility is an approved use, the Association will provide the User one key to the lock on the perimeter fence located on the south side of the Stable Facility. When the User no longer needs access to the Stable Facility, the User shall return the key to the Association. Lost locks and keys are the User's responsibility, as are all costs associated with their replacement. If it is necessary to have all the locks re-keyed due to negligence of a User or failure of a User to return a key when the User no longer needs access to the Stable Facility, all necessary costs shall be the User's responsibility to remedy the situation.

Maintenance

The Association is responsible for maintaining the Stable Facility and providing the utilities - electricity, water and dumpster removal. The Association's maintenance obligation includes the following: weed and pest control, the fly control system, electrical, plumbing, fencing, gates, arenas and turnouts, hitching rails, wash racks, foundation, roofing, the structure's exterior and

upkeep of the immediately surrounding landscape and equestrian trails. Routine maintenance of the Stable Facility will be performed as necessary.

The Association is not responsible for day-to-day sweeping, raking, clean up, etc. of the Stable Facility. This is the responsibility of the equine owners and any Users.

User is responsible to ensure that User leaves the Stable Facility in the same condition in which User found it, removes all equipment and tools User may have used, and cleans up after him or herself.

User shall report any need for maintenance or repair of the Stable Facility to the Community Manager.

Improvements

All improvements, additions, and/or modifications to the Stable Facility are subject to the same rules and guidelines set forth in Article 9 and 10 of the CC&Rs. Should User desire an improvement to the Stable Facility, User must discuss the same with the Stable Liaison who has the authority to submit the request and required documentation to the Board of Directors for review and approval. No work is to commence without first having approval from the Board of Directors.

Stable Liaison/Chairperson

In accordance with the Bylaws of the Association, the Board of Directors has created the position of Stable Liaison/Committee Chairperson. Requests for appointment as the Stable Liaison/Committee Chairperson shall be placed in writing to the Board of Directors and may be given to a Director or the Property Manager. If at any time there is no Stable Liaison/Committee Chairperson, the Board shall have and exercise any and all rights, powers, and duties of the Liaison. A detailed listing of the Stable Liaison/Chairperson's duties is set forth in the equine owner's Conditions for Use of the Community Stable Facility and are incorporated herein by this reference.

Rules and Regulations of the Stable Facility

- User must occupy a home as owner or be a lessee of property within Silverstone Ranch. Assessment fees must be current or Stable Facility use will be forfeited.
- User's access to the Stable Facility is limited to access inside the perimeter Stable Facility gate only. User shall not enter the barn, the barn's center aisle, the stalls, the arena and turnouts, the added runs, the tack rooms, the feed rooms, the hitching post area, the wash racks, or the dumpster and bedding storage area.
- No children under the age of 12 are permitted in the Stable Facility without User being present to supervise them.
- The equine in the Stable Facility have specific diets. Feeding an equine is expressly prohibited, except by or with the permission of the equine owners.
- Use of or relocating an equine owner's or other user's property without permission is prohibited.
- Smoking in and around the Stable Facility is expressly prohibited.
- The gate in the perimeter fence located on the south side of the Stable Facility is to be closed and locked upon leaving the Stable Facility.
- Prior to leaving the Stable Facility, User must ensure that User leaves the Stable Facility in the same condition in which User found it, removes all equipment and tools User may have used, and cleans up after him or herself.

- Because User's use of the Stable Facility is as a non-equine owner with limited access to the Stable Facility for a limited purpose, User may not invite guests into the Stable Facility. Access to the Stable Facility under this Conditions Form is limited to User only.

Violations

The regulation and enforcement of this Conditions Form shall be consistent with the 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 User's account as documented in Article 7 of the CC&Rs. Continual disregard for the CC&Rs and/or this Conditions Form may result in the revocation of User's right to use the Stable Facility.

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 Conditions Form, and of all other governing documents, and its costs in doing so, including, but not limited to, reasonable attorneys' fees, with such costs being the responsibility of the User.

Release and Waiver of Liability, Assumption of Risk, and Indemnification Agreement

As prescribed within Arizona Revised Statutes § 12-553, the Association is the owner of private property that is used for equine activities and to house equine. As such, neither the Association, nor its directors, officers, committee members, shareholders, agents, employees and/or employees of its management company (collectively, the "Indemnified Parties"), shall be liable for injury to or death of any equine, any equine rider or handler, anyone located in or around the Stable Facility or any equine. Furthermore, as prescribed within Arizona Revised Statutes § 33-1551, any person interacting with equine in or around the Stable Facility is considered a recreational user of or on the Association's private property. As such, any such person accepts the risks created by his or her activities and shall exercise reasonable care in those activities.

Being in and around the Stable Facility or on and around an equine, (a) involves risks and dangers of serious bodily injury, including permanent disability, paralysis and death (the "Risks"); (b) these Risks and dangers may include, but are not limited to, equine biting, kicking or striking out, equine unexpectedly startling or spooking, equine diverting from their training without notice, equine stopping short, changing directions or speed at will, shifting their weight, bucking, rearing or running, and other unexpected movements and behaviors; (c) Risks and dangers may be caused by the User's own actions or inactions, the actions or inactions of others in and around the Stable Facility or the negligence of one or more of the Indemnified Parties or others in and around the Stable Facility; (d) there may be other risks and social and economic losses either not known to the User or not readily foreseeable at this time, and the User fully accepts and assumes all such risks and all responsibility for losses, costs and damages User may incur as a result of User being in and around the Stable Facility.

User, for him or herself, as well as for any of his or her family members, guests or invitees, including minors, that User allows to access the Stable Facility, whether directly, indirectly or by implication, and for all of the foregoing's personal representatives, assigns, heirs and next of kin (collectively, the "Releasers"), hereby releases, discharges and covenants not to sue any one or more of the Indemnified Parties from and for any liability, claims, demands, losses or damages caused or alleged to be caused, in whole or in part, by the negligence, act, omission or other fault of one or

more of the Indemnified Parties or otherwise. User further agrees that if, despite this release, any one or more of the Releasors makes a claim against any one or more of the Indemnified Parties, User will indemnify, save and hold harmless each of the Indemnified Parties from any litigation expenses, attorneys' fees, loss, liability, damage or cost which any may incur as the result of such claim.

User further agrees to indemnify, save and hold harmless each of the Indemnified Parties from any liability, claims, demands, losses or damages, including property damage, theft, personal injury to and/or death of a third party, and injury to or death of any equine, alleged or suffered by any third party including, but not limited to, any one or more of the Releasors and the equine owners, and caused or alleged to be caused, in whole or in part, by User's use of the Stable Facility pursuant to this Conditions Form.

BY SIGNATURE BELOW, USER HEREBY ACKNOWLEDGES THAT HE OR SHE HAS READ AND UNDERSTANDS THE TERMS OF THIS RELEASE OF LIABILITY AND INDEMNIFICATION SECTION, UNDERSTAND THAT USER IS GIVING UP SUBSTANTIAL RIGHTS BY SIGNING THIS CONDITIONS FORM, HAS SIGNED IT VOLUNTARILY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE, AND INTENDS IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ANY AND ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. THE USER AGREES THAT IF ANY PORTION OF THIS RELEASE IS HELD TO BE INVALID, THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

With the exception of the Silverstone Ranch CC&Rs, Bylaws, and Articles of Incorporation, this Conditions Form supersedes any and all previous documents and shall be in full force until such time as the Board of Directors sees fit to make changes.

Date Signed: _____

User's Signature: _____

User's Printed Name: _____

User's Address: _____

FOR ASSOCIATION USE ONLY

Date Received: _____

Date Accepted: _____

On behalf of Silverstone Ranch Association:

By: _____
Signature

Title: _____