

**2020 RUBY RANCH EQUESTRIAN FACILITY
PROPERTY OWNER USE AGREEMENT**

During the year 2020, the Ruby Ranch Stable, arena and adjacent meadows (RUBY RANCH EQUESTRIAN FACILITY) owned by the Willow Brook Metropolitan District (District) will be closed to outside boarders and will not have a manager or staff. During this period, an owner of property in Ruby Ranch identified below (an Owner) may elect to keep horses at the Ruby Ranch Equestrian Facility subject to acceptance to the following terms and agreements:

General Terms:

- (1) The maximum number of horses that may be housed in the Ruby Ranch Stable under this agreement is eight (8), plus two (2) meadow grazers from April through October.
- (2) No Owner may house more than two (2) horses under this agreement, absent further consent by the Ruby Ranch SIHC and District
 - Home owners with more than 2 horse will have 30 days to vacate stalls if space is needed by another owner as notified by the SIHC
- (3) The SIHC, under the guidance of the RROA, will deal with issue resolution, schedule improvement work, and shall have the right, but not obligation to allow incidental use of the stables by non-home owners.
- (4) Horses housed under this agreement must be owned by or the subject of an exclusive lease by the Owner. The opportunity to house a horse under this agreement cannot be transferred to any non-property owner by any means.
- (5) This is a [3 to 12] month contract, with a 30-day notice requirement and renewal preference that includes:
 - A onetime \$500 Deposit is to be paid with pre-pictures of the designated stall, 30-day refund w/30-day notice and no damages
 - Stall or Grazing Access (per fee scale)
 - \$175 per month / per horse, stall with a run (6 w/run)
 - \$125 per month / per horse, box stall only (2 w/o run)
 - \$75 per month, grazing and loafing shed only (max of 2)
 - Feed Storage
 - Tact Storage
 - Paddocks
 - Loafing Shed
 - Water, Electric, Parking Lot Snow Removal
 - Trash & Recycle (limited- household volumes, no large disposals)
 - Short term manure storage
 - Grazing (as scheduled by the SIHC)
 - Outside Arena
 - Day Use Parking
 - Common Meadow and Trail Access
- (6) Boarding shall be approved and stalls assigned on a first come basis
- (7) In providing the opportunity to house horses at the Ruby Ranch Equestrian Facility to home owners, no representation is made as to the present suitability and safety of the Ruby Ranch Equestrian Facility for housing of horses. Each Owner is solely responsible for ensuring such suitability before housing their horses there, including without limitation the suitability and safety of the stalls, runs, paddocks and pastures to be occupied and the integrity of fences.

Owner Obligations:

- (1) Owner is responsible for understanding and adhering to all rules, regulations, and agreements

- applicable to the Ruby Ranch Equestrian facilities and subdivision
- (2) Before arrival of any horse to be housed under this agreement at the Ruby Ranch Equestrian Facility, the horse shall have all appropriate vaccinations, and Owner shall provide to the designated representative of the Ruby Ranch SIHC written proof of a current negative Equine Infectious Anemia (Coggins) test and such other testing as deemed appropriate at the time of arrival to the state of equine illness within the State of Colorado and the location of origin. New horses must be quarantined for 5 days and be properly integrated before releasing into common areas.
 - (3) Owner is responsible for the health, care, and well-being of his or her housed horses including all purchase and disbursement of feed, water, clean stalls/runs/paddocks/water troughs/tack and storage rooms daily, Ferrier, Vet, turn in/out, tack, blanketing, and testing while using the Ruby Ranch Equestrian Facilities.
 - (4) Owner is responsible for assuring that areas in which his or her housed horses are kept, including assigned stalls, runs, and any fenced paddock areas are cleaned of manure daily, and that the manure is placed in the on-site location designated by the Ruby Ranch SIHC- who will coordinate the removal of the main pile
 - (5) Owner is responsible for maintaining any stored feed, except hay, in sealed containers, maintaining the tack room in a clean manner, and removing large volume barn waste/garbage so as not to promote the presence of rodents or overutilize the dumpsters.
 - (6) Owner is responsible for ensuring that grazing of horses in the adjacent meadows is carried out in a manner consistent with any meadow management plan or instructions that may be put in place Ruby Ranch SIHC.
 - (7) Owner is responsible for any damage caused by a housed horse to the Ruby Ranch Equestrian facility, and shall promptly pay repairs of any such damage upon receipt of a request for payment from the Ruby Ranch SIHC. Boarders are also encouraged to participate in SIHC hosted work days focused on improving the equestrian facilities.
 - (8) In the event that Owner elects to engage a third party to participate in or oversee the care of his or her housed horses, Owner agrees to indemnify and hold harmless the District, the Ruby Ranch Owners Association, and all officers, members, agents, servants, employees, volunteers, and contract service providers against any claim that may arise as a direct result of the third party's work for the Owner or presence on Ruby Ranch. Owner will carry General Liability and Umbrella insurance coverage to be called upon as primary coverage in advance of any insurance held by the District or Home Owner's Association to defend or pay such claims, arising as a direct result of any such person providing assistance or care to the Owner's horses.
 - (9) Horse owners are responsible for the safety of and any damage caused by their visitors. Visitors using the equestrian facilities must sign a ensuring a Release of Liability form and be covered under the homeowners' insurance
 - (10) In the event more than one owner elects to house horses at the Ruby Ranch Equestrian Facility, horse owners are responsible for communicating and working together to ensure the proper integration of the horses and operation of the stable consistent with these individual obligations.
 - (11) The Ruby Ranch Irrigation and Hay Harvesting contractor manage the irrigation and hay harvesting as would otherwise be the usual case during a summer season; the Owner agrees to work with the Ruby Ranch SIHC and/or Irrigation Manager to move horses as work dictates, but it remains the home owner's responsibility to insure their horses are contained in within the Ruby Ranch Equestrian Facility.
 - (12) By entering into this agreement, Owner does not intend to waive any claims to rights to use of the equestrian facilities and meadows as provided in the Master Agreement, CC&Rs, Irrigation and Meadow Management Plan, and Ruby Ranch Owners Association publications that describe the equestrian property and ranch life opportunity available to home owners in the Ruby Ranch. Instead, home owner reserves all rights arising thereunder.

District Obligations

- (1) The lighting, electrical, water supply, and snow removal at the Ruby Ranch Equestrian Facility will be maintained and paid for by the District.
- (2) The District provides its assurance that it will require any Contractor working on the property to provide proof of insurance for damages of whatever kind to property or persons during project work within the confines of Ruby Ranch, and the District further advises that it maintains suitable insurance for the replacement of the Stable in the event of loss of the structure occasioned by acts of nature or the acts or activities of any person within the confines of the Stable.

Termination:

Upon provision of written 30-day notice to Owner of a breach of the General Terms or Obligations set forth above, this agreement may be terminated without further Notice if the breach remains uncured after ten (10) days. The SIHC can recommend that the Security Deposit be retained in addition to breach remediation costs.

Liability Waiver:

In consideration of the opportunity to house horses at the Ruby Ranch Equestrian Facility, by execution of this agreement, Owner, on behalf of him/herself, and his/her heirs, successors and assigns, waives and renounces any rights, claims, or causes of actions arising out of housing Owner’s horse(s) during the term of this agreement that Owner may have or may come to have against the District, the Ruby Ranch Owners Association, and all officers, members, agents, servants, employees, volunteers, and/or contract service providers and agrees to indemnify and hold harmless the Willow Brook Metropolitan District, the Ruby Ranch Owners Association, and all officers, members, agents, servants, employees, volunteers, and/or contract service providers against any such claim or action.

Owner Name: _____

Lot Number: ____ Number of Horses: ____ Date of Arrival: _____

Signature: _____

Dated: _____

Date Health Requirements Confirmed: _____ By: _____

Willow Brook Metropolitan District

By: _____

Vice President

Date:

2020 RUBY RANCH EQUESTRIAN FACILITY USAGE RULES AND REGULATIONS

General Rules *(currently posted on exterior of the building)*

- Smoking is prohibited in and around the stable and paddocks, arena, parking area and pastures.
- Due to special dietary concerns, we ask that you do not feed the horses that are not yours.
- Visitors are not permitted in the paddock or pasture areas unless accompanied by a boarder.
- Hard hats (ASTM approved) should be worn and are required for anyone under 18 years of age
- Dogs must be kept on a leash at all times.
- No overnight vehicle or trailer parking, or blocking the Waste Management bins
- Do not block areas in front of doors and keep areas orderly
- In case of emergency, please notify contact Sue Blair at 303-601-6441

Equestrian Facilities Usage Rules

All Boarders

- sign a 3 to 12-month contract with a 30-day notice requirement with the District. Existing boarders will have priority on space and renewal of their contract for subsequent periods.
- pay a deposit, and fees
- must prove horse health and proof of current vaccinations, including a current negative Equine Infectious Anemia (Coggins) and any other testing as deemed appropriate at the time of arrival tests from their state of origin and Colorado
- proactive communicates on changes, concerns, needs, and new horses with other Boarders
 - SIHC will notify horse owners on the Ranch of new horses being boarded, including information on horse(s), contact details, state - county - barn of origin, as well as any health or behavior considerations
 - unresolved issues should be escalated to the SIHC
- should work together with other horse owners on stable operations and horse integration
 - new horses must be properly integrated with existing boarded horses before being released into the paddocks and meadows
 - horses should be on Ranch hay for at least 5 days before being released into a common meadow
 - the SIHC should be contacted if Ranch hay is needed and they help coordinate finding some
 - Boarders should co-ordinate feeding and turn-outs to minimize rebellion, injury, and property damage
- are solely responsible for the care and maintenance of their horses, either personally or through a hired/insured caregiver:
 - purchase feed and disburse, water, clean stalls/runs/paddocks/water troughs/tack and storage rooms daily, Ferrier, Vet, turn in/outs, tack, blanketing, new horse integration
 - Besides halter and lead, only one article such as a blanket or saddle pad, should be left on stall door/hooks. Extra blankets may be stored in the tack room
- should provide horse with a breakaway halter. Stalled horses must have their halter, with a lead rope attached, hanging on the front of the stall at all times when they are in their stall (in case of emergency).
- should not leave horse unattended in cross-ties or on leads
- must purchase Ruby Ranch hay in order to reduce outside noxious weeds and other contaminants.
- should clean up horse dung in common areas immediately
- understand there is no trailer or equipment storage at the facilities
- are responsible for;
 - repairing any wear / damage caused by their visitors or horses
 - visitor and horse safety and actions

- ensuring a Release of Liability is signed and adequate home owners' insurance is held for all guests using the equestrian facilities or riding in common areas
- participating in SIHC sponsored OWDs

Daily Stable Duties (*example*)

AM

- Feed (measures as directed)
- Health Check (missing shoes, injuries, possible illness...)
- Medicate (as needed)
- Clean/Fill Water Troughs (Inside / Outside)
- Turn-out Horses
- Clean Common Areas
- Muck Stalls/Runs/Paddocks/Loafing Shed (areas used)
- Replace Stall Bedding (as needed)
- Rotate Hay (drop from loft)
- Rake Ground Dirt
- Empty Full Trash Bins
- Blanket/Muzzle/Spray Horses (as needed)
- Secure Stalls and Gates

PM

- Turn-in Horses (segregate horses w/special feed needs)
- Feed (measures as directed)
- Medicate (as needed)
- Blanket Horses (as needed)
- Secure Stalls and Gates

Arena Usage

- The arena is for the purpose of riding and lunging – DO NOT use the arena for turnouts
- Ride at your own risk
- Hard hats (ASTM approved) should be worn and are mandatory for anyone under 18 years of age
- When multiple horses are using the arena, standard practice is to pass left hand to left hand
- Horses on the RAIL have the right of way. When doing figures (circles, serpentines, etc.) you should take the INSIDE track.
- Riding takes precedence over lunging
- Always ride in control and be courteous of other riders around you. Remember to look out for less experienced riders.
- Clean up after your horse when you have finished riding—put away all gear, jumps/barrels, and remove all manure.

Road, Meadow, and Trail Usage

- Riding on common roads, non-hay meadows, and trails is allowed
 - Riding across hay meadows is only allowed post hay harvest
 - Riding across private lots and driveways is not allowed
 - Attempt to avoid riding directly in front of private driveway entrances
 - Remove manure as soon possible from roads
- If you disrupt it, restore it
- Access to the Wilderness should be accessed through designated trail heads
- Inexperienced riders should be accompanied by an experienced buddy
- Carrying a cell phone is a good idea

- Watch out for groundhog holes and other marked and unmarked obstacles. If you find animal holes that should be marked... please do so
- Walk by oncoming horses
- Let someone know what trail you are going on

Grazing Meadows

- Boarded horses shall have grazing priority for the fenced areas of tract K as scheduled by the SIHC
 - Grazing (not to exceed 10 hours per day)
 - Top of Tract K: May 1 – October 31
 - Stable Level Meadow in Tract K: May 1 -October 31
 - Lower North Tract K: after the hay harvest in July/August
- To help achieve the Irrigation and Meadow Management Plan's goal of improving soil and vegetation composition in the common meadows, horses should be fed Ruby Ranch sourced hay for a minimum of 5 days before being released into a common meadow.
- Horses should be rotated between grazing areas, with attention not to overgraze or graze in areas being hayed or irrigated
 - Once the hay is harvested, controlled grazing is encouraged in the hay meadows

Emergency Evacuations

If issues or an emergency, contact Sue Blair at 303-601-6441.

In the event of an emergency, non-boarding horse owners are allowed to evacuate their horses to the K meadows as needed.

Additionally, the "Livestock Emergency Preparedness Program" should be followed to understand evacuation procedures and safekeeping of livestock in the event of wildfires in the Lower Blue River area. It contains evacuation tips, an Evacuation Planning Checklist (EPC), information on safe zones within the Lower Blue, release forms, information on ways to receive emergency announcements, and the impacts of smoke on livestock. This site is sponsored and maintained by the Friends of the Lower Blue River and can be found at:

<https://www.summitcountyco.gov/DocumentCenter/View/1068/FOLBR-Emergency-Evacuation-Preparedness-Booklet?bidId=>

