

Black Horse Run Equestrian Policies and Procedures

BLACK HORSE RUN PROPERTY OWNERS' ASSOCIATION

The original developer of Black Horse Run designed the subdivision with share-owned common property that contains pastures, riding rings, and barn facilities to showcase the unique theme of the community. A limited number of barn stalls are available to those in the community wishing to extend their hands-on experience of caring and maintaining a horse; this sets us apart from the other communities. It is a self-service and cooperative environment where members can share their experiences, ideas, and labors to enhance the whole community's enjoyment of this equestrian atmosphere. It also provides a focal point for more organized use of the riding ring and trail riding with those in the community who have horses on their private lots.

The covenants place the BHR Board of Directors in charge of managing the common properties in the best interest of the community. Therefore, all activities and actions involving the barn, pastures, and riding rings are subject to approval by the Board of Directors. The Board of Directors has the authority to amend the policies and procedures below whenever needed.

This document contains the following sections and amendments:

Section 1: AMENITIES

Section 2: DUTIES AND RESPONSIBILITIES

Section 2A: Pasture and Trail Management

Section 2B: Barn and Facilities Management

Section 3: HEALTH AND SAFETY

Section 4: APPLICATION FOR A STALL

Section 5: ENTERING A NEW HORSE INTO THE BARN

Section 6: HORSES THAT WILL NOT BE ACCEPTED AT BHR

Section 7: VACANCY PROCEDURES

Section 8: BILLING PROCEDURES

Section 9: MAINTENANCE AND REPAIRS

Section 10: PASTURE MAINTENANCE

Section 11: EQUESTRIAN POLICIES AND PROCEDURES

Section 12: SAFETY POLICIES AND PROCEDURES

Section 13: COMMON PROPERTY/GUEST RING USE

Section 14: POLICY FOR EQUESTRIAN BARN STALLS WAITING LIST

Black Horse Run Stall Renter Agreement

Stall Renter Agreement Addendum, January 16, 2022

Barn Stall Agreement for Entering Second or Third Horse into Barn, January 16, 2022

Black Horse Run Equestrian Policies and Procedures

Section 1: AMENITIES

Our Black Horse Run (BHR) barn is self-service.

1. Each stall is 12' x 12' and located in the main barn. *Note: the pony barn is not to be used for stall rental or personal storage.*
2. Each stall is equipped with an individual water faucet, feed bin, and electrical outlets.
3. Clean shavings are provided for all stalls.
4. A tack room is available in the main barn for your saddle, tack, grooming supplies, and grain bin. Also included is a small refrigerator for you to store refreshments, equestrian medical supplies, and treats for your horse.
5. An outdoor wash area is provided with cold and warm water faucets.
6. An outdoor round pen (training pen) is available near the rear entrance of the main barn. *Note: The round pen cannot be used for riding or training lessons (regardless of compensation) for non-residents. However, homeowners can bring in trainers for their own personal lessons and use the pen.*
7. Two outdoor sick paddocks are available near the front entrance of the main barn for a horse that needs to be isolated due to healing from injury, or one of the paddocks may be used for a visiting horse to the neighborhood. *Note: Visiting horses must post a current Coggins on the message board in the barn main aisle. Visiting horses must be owned by BHR property owners.*
8. A large and well-lighted riding ring is provided for you and may be used anytime. Prior reservations are not required. *Note: The riding ring cannot be used for riding or training lessons (regardless of compensation) for non-residents. However, homeowners can bring in trainers for their own personal lessons and use the arena.*
9. Five pastures are available for the horses to graze during turnout days and are equipped with automatic waterers. Barn tenants, with the approval of the BHR Board of Directors, will determine which pastures are available for grazing as part of our pasture maintenance program.
10. Gate locks and keys are provided to ensure safety for the horses while grazing.
11. Riding trails are available to BHR homeowners. Please respect the fact that these trails are on private property, and in some cases, come very close to individual houses.

Section 2: DUTIES AND RESPONSIBILITIES

Section 2A: Pasture and Trail Management

1. Stall renters should survey and monitor the pastures and trails for unsafe conditions for horse and rider and report them to the BHR Board of Directors. They should make recommendations to the Board of Directors about resolution of unsafe conditions.
2. Stall renters should formulate and document a pasture management plan that takes into consideration the following items, and share it with the BHR Board of Directors for approval:
 - a. Rotation of horses so as to not over-graze any one section of pasture.
 - b. Seeding, fertilizing, and weed control of the pasture land.
 - c. Fence and gate orientation to provide safe and easy access to pasture areas for the horses, and safe and easy access to the common areas by other BHR property owners.

Section 2B: Barn and Facilities Management

1. Stall renters must provide for the general care and upkeep of the barn. This includes the structures as well as the utilities.
2. Each renter must ensure that adequate supplies are maintained for the care and feeding of their horse.
3. Since this is a community barn, stall renters are expected to meet as a group to formulate and post schedules for feeding and other activities associated with shared workload.

Section 3: HEALTH AND SAFETY

The following pages list the policies and procedures set up by the BHR Board of Directors. The policies have been established to ensure order in the barn and surrounding property, and to make the equestrian experience safe and enjoyable for horse and owner.

Our community barn is a unique situation with each stall renter having an equal say in the handling of its daily affairs not covered in this document. When there is a difference of opinion, a vote will be taken at a meeting of the stall renters, with each renter having one vote, and the majority will set the rule. If needed, the issue may be brought to the BHR Board of Directors for resolution. Members on the BHR Board of Directors who are also stall renters will abstain from this vote.

Section 4: APPLICATION FOR A STALL

It is a privilege to use the BHR facilities. Each stall applicant must be the owner of their BHR property and current with their BHR Association dues. *Note: renters, adult children living with their parents, grandparents, and friends are not owners of the BHR property and therefore may not rent a stall at the BHR barn.*

The BHR property owner making application for a stall in the barn must read and sign the most

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current Board-approved BHR Property Owner's Association Equestrian Policies and Procedures. In addition, the applicant must provide official horse ownership or lease documentation—in the applicant/BHR resident's name—during the stall application process. *Note: if a stall renter would like to remove their horse from the barn and replace it with a different horse, the stall renter will lose the stall and go back on the waiting list.*

It is recommended that the BHR property owner visit the barn and speak with its members prior to applying for a stall. The shared barn experience provides BHR homeowners with a unique opportunity to own a horse and keep it on community property, but it is not the right fit for everyone.

Each BHR resident horse owner renting a stall assumes full responsibility for all their obligations as a participant in the community barn. It is required that the owner of record (stall renter or residents of the same physical address) take care of the horse and facilities, and the owner of record must participate in barn meetings. If the BHR resident horse owner of record does not take full responsibility for their horse and participate in barn meetings, this violation will result in termination of the stall rental agreement.

Due to the availability of space, one horse per BHR property owner will be accepted. Please refer to the Barn Stall Agreement for Entering Second or Third Horse in Barn addendum for complete specifications. *Note: Use of neighbors or other households in the neighborhood to circumvent the limits of stall occupancy will result in termination of the stall rental agreement(s).*

The stall rental will be limited to the specific horse named in the rental agreement. No sub-leasing of stalls or changing of occupancy is permitted. Only the horse named on the agreement is permitted to occupy the rented stall. Sub-leasing a stall or changing occupancy in violation of this provision will result in termination of the stall rental agreement.

Exception to the one horse per BHR property owner policy - If such time arises that a stall is available, a BHR property owner may rent another stall with a signed agreement. The following rules apply:

- A BHR property owner requesting their first stall will result in BHR property owners who rent more than one stall to vacate a stall. The BHR property owner with the most stalls will be the first BHR property owner required to vacate one of their stalls within 3 months.
- A BHR property owner requesting a second plus stall will follow the same rules as stated above for an owner requesting their first stall; however, a property owner requesting an additional stall cannot bump a BHR property owner renting equal to or less than the number of stalls as the requesting individual.
- Lottery will determine the exit order if needed.
- Because availability of stalls in the community barn is limited, and because it is the intention of the community to create an equestrian environment where as many homeowners as possible can enjoy the amenities, horses that are not broke to be ridden will only be allowed at the community barn if an open stall is available. If at any time a BHR resident homeowner with a broken horse would like to rent a stall that does not yet

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have one, the owner with a horse that cannot be ridden will be required to vacate the stall before any other lotteries take place.

Section 5: ENTERING A NEW HORSE INTO THE BARN

1. All horses must have a negative Coggins within six months before entering the barn, and Coggins must be in the stall renter's name.
2. Horses must have a Veterinary Health Certificate within 10 days before entering the barn. A copy of this certificate must be on file in the BHR business office. A copy of the negative Coggins and Veterinary Health Certificate in the stall renter's name (or lessor for stall renters who are leasing their horse) must be posted on the stall door at the time the horse enters the barn and must remain for a minimum of one week.
3. A copy of the Equestrian Policies and Procedures must be signed by the BHR property owner. A copy of this agreement must be on file in the BHR business office.
4. The horse shall be de-wormed and quarantined in their stall for 24 hrs.

Section 5A. New arrival horse integration procedure

1. Any new horse is required to be walked around the facilities to familiarize them to their new surroundings prior to initial turnout. Facilities include barn, paddock areas, and arena.
2. A barn meeting will be held prior to the day of horse arrival with mandatory attendance of the new horse owner to discuss the integration plan and herd determination if the barn has multiple herds. No new horse will be allowed to enter BHR property without first attending a meeting. Date of arrival and the initial turn-out date MUST be discussed with, and agreed upon by, current barn tenants. If this process is not followed, you will receive a written warning from the BHR Board of Directors.
3. Any new horse will be first turned-out using isolation paddocks nearest to the back pasture. This will allow horses to safely meet one another with substantial fencing between them.
4. New horses will be turned out using the following method for safe herd integration:
 - a) The new horse will be turned out for the first cycle with the lowest ranking member of designated herd.
 - b) If day one goes well and the majority of stall renters agree, the following day the second lowest ranking member of the herd will be turned out with the group.
 - c) If day two goes well and the majority of the stall renters agree, the rest of the herd will be added in this way until the full herd is turned out together.
 - d) If at any time the herd needs more time to establish, the process will be paused as the herd reaches equilibrium (this may take several days) and then the process can continue.
 - e) Herd integration will only occur during daytime turnout so that all horse owners can observe behavior and attend to emergencies if needed. The walk-through or big pastures should be used during integration.
 - f) If any of steps are performed and a horse is deemed severely injured by an accredited equine veterinarian, then the stall renters will be required to meet with the new horse owner to identify a different herd for the new horse. The process above is repeated in a new herd.

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- g) If this process is repeated with all available herds and deemed unsuccessful due to the horse displaying aggressive behavior or sustaining career limiting injuries as diagnosed by an accredited equine veterinarian, the horse may be deemed unsuitable for boarding at BHR community properties.

Section 6: HORSES THAT WILL NOT BE ACCEPTED AT BHR

1. Stallions
2. Mares in foal past 5 months gestation or with foal
3. Special needs horses

Section 7: VACANCY PROCEDURES

Leased stalls must be occupied with a horse on a continuous basis. Sporadic occupancy (fewer than 20 days per month) does not constitute a continuous use. Sporadic occupancy may result in termination of your barn stall agreement if the occupancy does not become continuous following notification by the BHR Board of Directors.

A lessee having a horse at the barn wishing to have their stall temporarily vacant must provide written notice to the BHR Board of Directors stating the reason for the temporary vacancy and the expected duration. This notification will be reviewed by the BHR Board of Directors, and if accepted, it will be filed at the BHR business office. The lessee is expected to continue paying rent for the stall during their temporary absence.

Any stall vacant for a period of six months will constitute the automatic termination of lease privileges at the BHR barn facility.

- At the end of five months of vacancy, the stall renter will be notified by the BHR Board of Directors of the pending lease termination if the stall is not re-occupied.
- Should there not be any formal immediate demands for use of the stall by another property owner, the lessee may request in writing a review for extension to continue to rent the stall. The request must state the reasons for continuing to have the stall vacant. The BHR Board of Directors will review the request. An extension may be granted for a period of up to three months. Additional extensions may be requested 30 days prior to the end of any extension granted.
- During an extension period, a formal request by a BHR property owner to lease the stall will be cause for the current lessee to either occupy the stall by the end of the extension period or lose the lease.

Section 8: BILLING PROCEDURES

1. When a rental agreement has been accepted, the terms of the rental agreement will begin as soon as the stall is available.
2. The BHR business office bills renters on the 1st of each month. Bills are sent to the owner of record on the documentation provided with the signed agreement.

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3. When you are more than three months in arrears in stall rental, you are subject to court action and termination of equestrian facility usage.
4. A 30-day notice must be given to the BHR office when vacating a stall.

Section 9: MAINTENANCE AND REPAIRS

1. Safety dictates that all broken boards be fixed immediately. Everyone is responsible for ensuring they are repaired and should take turns repairing them as needed. Please notify the BHR Office Assistant if extra boards are needed.
2. Upon vacating your stall permanently, it is your responsibility to make all repairs inside the stall. The stall will be checked by the BHR Board of Directors, and approval conveyed to the BHR business office. If the boarder does not choose to do this, the repair will be made and the boarder will be billed for the repair.

Section 10: PASTURE MAINTENANCE

1. In an effort to keep the grass in good condition, there will be no lunging of horses in the pasture. Horses may be lunged in the lunging ring behind the barn or in the big riding ring.
2. There will be no pasture rights to non-boarders.
3. No pasture boarding will be offered.
4. Due to the limited size of our pastures, all horses are required to spend approximately half a day in their stall and half a day grazing in the designated paddock. *Note: special accommodations may be recommended for a horse by a veterinarian. If this is the case, please submit the request for accommodations to the BHR Board of Directors for consideration.*
5. Pasture rotation is necessary to maintain proper grazing methods at BHR. Pasture rotations will be posted in advance on the chalkboard located in the barn main aisle. You will be required to maintain awareness of the pasture rotations so your daily turnout is to the correct paddock. All BHR stall renters will have discussions relative to horse personalities for the best match of horses to be assigned to each small paddock. BHR does not use an all gelding and all mare turnout method.

Section 11: EQUESTRIAN POLICIES AND PROCEDURES

1. Since this is a community barn, any suggestions for changes in stall or pasture rotation that have been previously agreed upon by the barn members must be discussed by all members at a meeting, and agreed on by a majority of all stall renters. In case of injury, a horse may be temporarily separated (no more than 3 days), but situations requiring a longer period of time must have a veterinarian recommendation and be approved by the BHR Board of Directors. *Note: if your horse is put in the back pasture you may have to close the windows if other horses in their stalls begin to fight through the windows.*
2. Shots and de-worming must be kept up-to-date. Coggins information must be updated with the BHR business office annually. Failure to update this information may result in termination of

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- the barn stall agreement.
3. Horses must be fed on an a.m. and p.m. schedule DAILY.
 4. Horses are to be fed only in their stalls.
 5. Turn-out and put-up horses according to posted pasture schedule. All horses must be in stalls during feeding time.
 6. Provide grain, hay, and a sufficient supply of water for your own horse.
 7. Store/stack all your horse quality hay in the barn loft directly above your stall. You are responsible for having your hay stacked above your stall and ensuring it does not overflow into another renter's space.
 8. Provide a container for your grain.
 9. You are responsible for the vetting and shoeing of your horse. Please be courteous and ensure other renters can continue to access the barn during this period of time. Consider notifying others of the date and time shoeing will take place.
 10. You are responsible for periodic cleaning of water and feed buckets. You are responsible for a mandatory quarterly cleaning of cobwebs to reduce fire hazards near lights; a note will be written on the barn chalkboard when this is scheduled. Barn renters must clean fans at least once a year.
 11. Every horse needs a halter with an attached lead rope hanging on the stall door while the horse is in the stall.
 12. Halters and lead ropes must be left by the gate while horses are in the pasture.
 13. Internal stall maintenance is your responsibility, including repairing your own dripping faucets, locks on stall doors, and keeping the clay floor at the proper level. Stall guards must be attached securely.
 14. Pick out stalls and remove wet spots DAILY.
 15. Dump all muck in muck pile toward the back (no garbage or bailing twine in muck pile).
 16. Clean up any litter made while caring for your horse.
 17. The fly control procedure that is decided upon must be followed by everyone. Provide your own fly spray.
 18. Keep stall walls sprayed and fly paper up in the summer. It will also be necessary to keep manure picked up more often to help keep the population of flies down.
 19. Keep stalls clean and use shaving sparingly. Limit – 1 and 1/2 cartload per week when necessary.
 20. Re-cover the shaving pile after use and re-hang the tools.
 21. The tack room is to be locked at all times when no one is in the barnyard area. Lock all pasture

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gates during daily turnout.

22. Only boarders may have keys for key locks.
23. Personal items in the tack room are limited to what will fit directly under and above your saddle rack. The aisle should be kept clear with no storage on floor.
24. Schedule time every day to walk your horse from their stall out to the designated pasture and again later to walk your horse from the pasture back to their stall. It is acceptable to barter with other BHR horse owners to care for your horse if you cannot be available or need to be away for a day or two. This arrangement is on an exception-level basis, not designed as a regular practice due to the limited number of stalls and the stated intent of our self-service barn. In extenuating circumstances and after receiving approval from the BHR Board of Directors, it is acceptable to schedule someone other than a BHR horse/home owner to care for your horse on a limited, short-term basis. Individuals who help in this regard must abide by all the rules, and it is the boarder's responsibility to ensure this occurs. The person must be 13 years old or older and have the appropriate experience. Ensure their name and contact phone number are attached to the stall door.
25. Flag Duty - Each stall renter takes turns being responsible for sweeping/blowing the hallway, sweeping the tack room, emptying trash, and sweeping/blowing the wash area at least 3 times a week. This duty runs from Monday to Sunday.
26. The BHR barn uses a daytime turnout during spring/fall/winter months and a nighttime turnout during summer months. During spring/fall/winter months, the BHR barn uses a "shared responsibility" to feed all the horses during the early morning feed time. You will be required to participate in this program with the responsibility to feed all the horses during your assigned 7-day weekly rotation.
27. Each BHR horse owner is required to feed all the horses one week for each horse stall they are renting. Each BHR horse owner will be required to have hay/grain set up in advance for early morning feeding. During your assigned weekly rotation of feeding, you will also be responsible for maintaining the cleanliness of the barn main aisle and tack room, and emptying the tack room trash receptacle. These duties may be done anytime during the week as required.
28. You must clean up after using the wash area. This includes all manure, hair, etc.
29. Never leave a horse unattended in the cross-ties.
30. The round pen is not to be used for turn-out; horses should not be left unattended in the round pen.
31. As stalls become available in the barn, 1st horses (in order of seniority) will have the right of refusal on the vacated stall and tack area.

Section 12: SAFETY POLICES AND PROCEDURES

1. Horses must be groomed and tacked up (including blanketing and un-blanketing) either in the stall or outside the barn.
2. The hallway is for passage only. No horses are to be tied in any manner in the hallway of the barn or left unattended in the barn or barnyard.

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3. No mounted horses in the barn.
4. While not required, safety gear should be considered to prevent serious injury. BHR is not responsible if injuries occur.
5. Any horse that proves to be a problem will be reviewed by the BHR Board of Directors for appropriate action.
6. Renters should fill out incident reports (available in the BHR Clubhouse or online) if the BHR Board of Directors should be made aware of a situation.
7. Proven acts of foul play in the barn by you or by persons you are responsible for will cause you to be liable for damage and replacement and/or permanent eviction from the barn.
8. Ensure seasonal items are cleaned up/stored/removed.
9. Renters should only use their own personal items (wash, sprays, tack, etc.). Using other people's items without asking shall constitute a violation of the equestrian policies and procedures and may result in termination of the stall rental agreement. If you use other people's items without prior approval, you will be responsible for replacement of the items, if appropriate.
10. All barn rules will be strictly enforced. First infractions will result in a written warning from the BHR Board of Directors. Second infractions will result in a review of your barn status, with possible termination of your rental agreement. *Note: serious violations of rules, or behavior that creates a threatening or unsafe environment, including threatening verbal or written language, will be grounds for immediate termination of the rental agreement.*
11. Considering the assumed danger when handling horses, BHR requires a responsible and knowledgeable adult (16 years of age or older) accompany any child, 12 and under, at all times while in the barn and pasture area.
12. No children under the age of 13 are allowed unsupervised in the hayloft. The supervising adult (16 years of age or older) must be in the hayloft with them for safety reasons.
13. The BHR Board of Directors will review these policies and safety procedures annually.

Section 13: COMMON PROPERTY/GUEST RING USE

1. Current negative Coggins within one year is required of any horse using BHR's common properties. Annual Coggins must be filed with the BHR business office.
2. All guest horses must be accompanied by a BHR host who is at least 13 years old.
3. Round pen and riding ring may be used for lessons only by members of BHR. Anyone that is not a resident member cannot receive lessons on BHR property. *Note: common areas may be used by other horse owners at any time, even during lessons.*

Section 14: POLICY FOR EQUESTRIAN BARN STALLS WAITING LIST

This policy outlines the procedure to be followed in filling the stalls of the equestrian barn for rental. The BHR Property Owners' Association Board of Directors recognizes requests for stall rental may exceed the availability of facilities and requires a procedure to provide for fair and equitable use of

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equestrian facilities. Implementation, interpretation, and modification of rules and policies of the BHR Property Owners' Association are the responsibility of the BHR Board of Directors. This policy is consistent with a goal of full utilization of facilities to the benefit of stall renters and the BHR community.

Please refer to the Addendums for complete specifications regarding multi-horse policies and procedures.

1. If the barn is fully occupied, a list will be maintained in the office by the office personnel for the purpose of establishing the order of request for a stall.
2. A request may be made only by the BHR property owner in person at the BHR business office.
3. When a stall becomes available, the first BHR property owner on the list will be notified of its availability in writing. The BHR property owner will have three business days to accept or reject rental of the stall in writing. Reasonable allowance will be made for families out of town, on vacation, etc. Receipt of written rental acceptance notice is authorization to begin stall rental billing.
4. When rental is accepted, the terms of the rental will begin as soon as the stall is available.
5. If the first BHR property owner on the list rejects rental, the next BHR property owner on the list will be notified of the availability. The BHR property owner who rejected the rental will be moved to the end of the list.
6. If there is more than one BHR property owner named on the deed, only one of those named owners may be on the waiting list at a time.
7. Final disposition of the stall will be reported to the BHR Board of Directors.
8. The BHR Board of Directors will review this policy annually.
9. Anyone purchasing a horse that is presently stabled at BHR must follow the prescribed stall waiting list policy - you are purchasing the horse - not the stall.

AGREEMENT

I have read all sections of the policies and procedures set up by the BHR Board of Directors, and I am willing to abide by these policies and procedures.

Signature _____

Date _____

Section _____

Lot _____

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Black Horse Run Stall Rental Agreement

This Agreement, made and entered into on the date set forth below, by and between Black Horse Run Property Owners Association (hereinafter "BHR") and the undersigned Stall Renter.

WITNESSETH

WHEREAS, BHR has a stall(s) available in BHR's Horse Barn and Stall Renter desires to rent stall(s) in the Horse Barn, and BHR desires to rent stall(s) to Stall Renter for the specific horse identified in this agreement that is owned or leased by the Barn Stall Renter; and

WHEREAS, the parties desire the rental relationship to be governed by this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed:

TERM. The term of this Agreement shall commence on the date set forth below, and shall continue on a month-to-month basis, until terminated by either party as provided herein.

RENT. The rent shall be \$175.00 per horse per month, rent to be payable in advance on the 1st day of each month at the BHR Office. Rent not paid within thirty (30) days after the due date shall accrue interest from the date of delinquency at a rate equal to eight (8) percent per annum, but not greater than the maximum rate allowed by law. Rent may be increased or decreased by the BHR Board of Directors after annual review and upon sixty (60) days notice to Stall Renter.

RENTER IN GOOD STANDING. In order to rent a stall and to continue renting a stall, Stall Renter must be current on all BHR dues and assessments, and Stall Renter must be in good standing with BHR.

DUTIES OF BHR. BHR will provide the following, in return for rent:

Barn will be provided with electricity and water. Repairs and maintenance of barn, including the outer structure, flooring, walls, stall partitions, doors, windows, hardware, plumbing, electrical and roofing.

Supplies and equipment, including wheelbarrow, pitchfork, hoses, tarps, crossties, shovels, lime, fly strips, brooms, rakes, stall mats, and security chains and padlocks for pastures and padlocks for pastures and tack room(s). Requests for additional equipment will require BHR Board of Directors approval.

Maintenance services for upkeep of the parking lot, shavings bin, muck pit, mowing, and weed control around barn area, and pest and rodent control around barn area.

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Maintenance of the pasture areas, including mowing, weed control, seeding, fertilizing, and all fence and gate repairs.

Round bales of hay for feed during the pasture's slow-growth periods of the year, in accordance with amounts budgeted by the BHR Board of Directors.

Shavings for the stall(s), not to exceed 1.5 carts of shavings per stall per week.

Access to equestrian common areas, along with other horse owners in BHR, including the riding ring and jumping equipment, "sick bay" paddock, crossties and wash areas, round pen, and riding trails throughout the BHR community.

The rent will not be used to pay for maintenance, repairs, and improvements on common property. Common property includes the riding ring, sick pen, round pen, and wash area. This will be the sole responsibility of BHR.

Stall Renter shall bring any requests for equipment, supplies, or repairs, not addressed above, to the attention of the BHR Board of Directors for approval. The BHR Board of Directors reserves the right to deny payment of any invoices not approved.

SERVICES NOT PROVIDED BY BHR. Services not set forth herein as duties of BHR shall not be provided by BHR, including, but not limited to, veterinary services, shoeing services, cleaning and feeding of Stall Renter's horse(s), and cleaning of Stall Renter's stall(s).

RISK OF LOSS. Stall Renter understands and agrees that BHR is not responsible for, and shall not be liable for, any sickness, disease, theft, injury or death which may occur with respect to Stall Renter's horse(s), while on BHR property, and Stall Renter understands that BHR does not carry any insurance on any horses using BHR equestrian facilities, and that all risks connected with keeping Stall Renter's horse at the BHR barn or using other BHR equestrian facilities are borne by Stall Renter and not by BHR.

INDEMNIFICATION AND HOLD HARMLESS. Stall Renter shall defend, indemnify, and hold harmless BHR from and against any claim, loss, expense, attorney's fees and litigation costs, for damages to any person, property, or animals arising out of Stall Renter's use of the BHR barn and other BHR equestrian facilities.

TERMINATION. This Agreement constitutes a month-to-month tenancy, and either party may terminate this Agreement by giving the other party thirty (30) days' notice in writing of intent to terminate. Notice shall be given by regular mail to the address of the respective party as set forth below. If Stall Renter has not paid stall rent as herein set forth, and BHR gives the Stall Renter thirty (30) days' notice of intent to terminate this Agreement for failure to pay rent, the Stall Renter may cause the notice of termination to be vacated and withdrawn by paying all back rent due within fifteen (15) days of receiving the notice of termination. BHR's mailing address: 11701 Black Horse Run, Raleigh, NC 27613.

RIGHT OF LIEN. Stall Renter is hereby put on notice that BHR has a right of lien, as set forth in Chapter 44A-2(c) of the General Statutes of North Carolina, for the amount of rent overdue and unpaid, and BHR shall have the rights, in accordance with said statutory provisions.

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LAW OF NORTH CAROLINA GOVERNS. This Agreement shall be governed by the laws of the State of North Carolina.

IN WITNESS WHEREOF, BHR has caused this Agreement to be executed by its duly authorized persons, and Stall Renter has executed this Agreement by his/her hand and seal on this the _____ day of _____, _____.

BHR's Authorized Person, Title

Barn Stall Renter

Printed Name and Address Below:

Printed Name and Address Below:

Print Name

Print Name

Address

Address

Name of horse who will occupy the assigned stall: _____

Stall #: _____

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Stall Renter Agreement Addendum

January 16, 2022

To all BHR stall renters:

In an effort to maintain an atmosphere of cooperation, community, and enjoyment - the Black Horse Run (BHR) Board of Directors is requiring all Stall Renters to agree to abide by the following additional Equestrian Policies and Procedures.

All Stall Renters (the BHR property owner named on the application) shall:

1. Attend and participate in a majority of barn meetings.
2. Abide by the policies adopted by the vote of the majority of Stall Renters.
3. Conduct themselves in a pleasant manner. This includes treating other stall renters and BHR maintenance people with respect daily and during disputes. Written and verbal language or behaviors that create a threatening environment will not be tolerated.
4. Participate in keeping the BHR equestrian facilities in a clean and orderly appearance.
5. Be willing to be responsible for and perform a specific duty at the equestrian facilities. These duties will be assigned to Stall Renters and reviewed during the regular barn meetings.
6. Enter only the common areas or their assigned stall within the horse barn. No one is allowed to enter another renter's stall or handle another renter's horse unless asked to do so or unless it reasonably appears that a horse may be in danger.
7. Respect the privacy and property of the other stall renters.

The BHR barn facilities are for the enjoyment of all Stall Renters. In the event that the Equestrian Policies and Procedures, including these above-mentioned policies are not followed, the first infraction will result in a written warning from the BHR Board of Directors. The second infraction will result in a review of your barn status at a BHR Board hearing, with possible termination of your Stall Rental Agreement and eviction from the barn. Serious violations of the Equestrian Policies and Procedures, including the policies contained in this addendum such as theft and threatening behavior, may result in immediate termination of the Stall Rental Agreement.

AGREEMENT

All terms of the Stall Rental Agreement shall continue to apply as if the same terms were fully set forth herein and by execution of this Agreement, the Stall Renter agrees to be bound by the terms and conditions of the Stall Rental Agreement as well as the Stall Renter Agreement Addendum.

I have read the Stall Renter Agreement Addendum, and I am willing to abide by the Addendum, including the equestrian policies and procedures contained therein.

Stall # _____

Signature _____

Date _____

Black Horse Run Equestrian Policies and Procedures

Barn Stall Agreement for Entering Second or Third Horse in Barn

January 16, 2022

BHR Multiple Stall Rental Policy:

A limited number of stalls are available for those in the community wishing to extend their hands-on experience of caring and maintaining a horse. It is a self-service (cooperative) environment where members can share their experiences, ideas, and labors.

Stall availability:

There are a limited number of stalls available in the community barn; therefore, a policy for order of renting needs to be established. The purpose of this order policy is to maximize the number of BHR families using the community's resources. A BHR property owner requesting their first stall shall have priority over a BHR property owner requesting their second stall. A BHR property owner whose property does not have the ability to house a horse on it (backyard fence, shelter, etc.) takes priority over a BHR property owner who has the ability to house a horse on their property. A BHR property owner requesting a second stall shall have priority over a BHR property owner requesting a third stall. This logic continues for the third stall and so on. If there is a tie at any of these levels, for example two BHR property owners requesting their first stall, the tie breaker will be ordered by the date and time of the request.

In an effort to pursue the goal of maximizing the number of BHR families using the community's barn, these additional rules have been adopted to help achieve this goal. Stall Renters can be asked to give up their stall under these conditions.

A BHR property owner requesting their first stall will result in BHR property owners who rent more than one stall to vacate a stall. The BHR property owner with the most stalls will be the first BHR property owner required to vacate one of their stalls within 3 months. BHR property owners with only one stall will not be asked to vacate their stall. A BHR property owner requesting a second plus stall will follow the same rules as above with the exception that the BHR property owner wanting to rent an additional stall cannot bump a BHR property owner renting stalls equal to or less than that number. When a stall is to be vacated, members with equal conditions for vacating will be selected by lottery.

Use of neighbors or other households in the BHR neighborhood to circumvent the limits of stall occupancy will result in termination of the stall rental agreement(s).

AGREEMENT

All terms of the Stall Rental Agreement shall continue to apply as if the same terms were fully set forth herein and by execution of this Agreement, the Stall Renter agrees to be bound by the terms and conditions of the Stall Rental Agreement as well as the Barn Stall Agreement for Entering Second and Third Horses.

I have read the Barn Stall Agreement for Entering Second and Third Horses, and I am willing to abide by this Agreement including all the policies and procedures contained therein.

Signature _____

Date _____

Section _____

Lot _____