

# **CASCADE MEADOW RANCH**

## **STABLE RULES**

**March 2018**

Failure to follow these rules may result in loss of horse boarding privileges.

### **Section I**

#### **Introduction:**

- 1.1 To insure the pleasure and safety of all owners and guests, the following rules are established as an extension of the Cascade Meadow Ranch CC&R's. These rules are not exhaustive. Rather they express CMR's requirements for horse owners. So many different situations may arise that it is not possible to address everything in these rules. Therefore please always take into consideration what is in the best interests of CMR, your horse and yourselves. In this regard act as you would want other horse owners to act and be sensitive to the rights of others.

### **Section II**

#### **Compliance:**

- 2.1 These regulations apply to all owners and their guests while riding or using CMR facilities. The Ranch Manager is authorized to exercise his/her judgment to insure compliance with these regulations. Ranch employees should not be asked to resolve disputes or provide services not addressed in the Stable Rules. If disputes should arise between owners over interpretation of the Stable Rules, the Ranch Manager will fill the role of technical advisor, providing appropriate information to the Board of Directors. The Board will make their final decisions with impartiality and the best interests of the entire Ranch in mind. The Board of Directors may be petitioned to grant a waiver from certain rules for emergencies. Common sense is a key ingredient in keeping all activities safe. It is also important in respecting the rights of others.

### **Section III**

#### **General:**

- 3.1 The Board of Directors will provide a focal point concerning horse-related issues on the ranch. They may study and recommend ranch policy for the stabling and safe handling of ranch horses, oversee and sanction any horse events that occur from time to time at the ranch, hear and recommend resolution of grievances that may arise and provide general guidance for overall horse operations at the ranch. Owners should present their thoughts, questions, ideas or grievances to the Ranch Manager. The following are general rules for safe and efficient ranch operations.
- 3.2 All gates, including perimeter gates, are to be kept closed.
- 3.3 Keep horses off of ALL lawn areas and the lakes.
- 3.4 Clean up after your horses, including wash racks and barn alleyway.

- 3.5 Clean up after yourself. Tack room, feed room, and all stable areas should be kept clean and tidy.
- 3.6 Lunge horses only in an arena for the safety of everyone.
- 3.7 An adult must supervise children less than 12 years of age.
- 3.8 Smoking is forbidden in the barn or other ranch buildings.
- 3.9 Individuals are responsible for the cost of repair or damage (beyond that which is normal wear and tear) to ranch property caused by their horses or vehicles.
- 3.10 Load/unload horses clear of paved or lawn areas.
- 3.11 Do not leave horses tied to anything in the barn except the hitch rails and crossties provided for that purpose.
- 3.12 Vehicle parking is limited to appropriate parking lots and the paddock lane (except at feeding time) with the following restrictions:
  - Horses have the right-of-way at all times, drivers will be signaled when it is safe to continue.
  - Speed shall be kept prudently slow.
  - Park in such a manner as to allow other vehicles to transit the lanes or alleys.
- 3.13 Return equipment, tools, etc. to their proper storage place. Return the key to the tack room to its hanger immediately after use.
- 3.14 Insure water in wash stall and lights are turned off when no longer required.
- 3.15 At night, check that the barn doors are closed and tack room doors are locked.
- 3.16 Return the hot walker to slow setting after use.
- 3.17 If you open a gate, close it.
- 3.18 Only use your own equipment and supplies unless you have permission of the owner.
- 3.19 There is a calendar on the whiteboard located inside the west entrance to the barn. Owners may sign up for a 2-hour shift in the 10 or 2 acre turn-out pastures (assuming neither has been co-opted by the manager for pasture management or other purposes) as early as the night before the day of intended use. Owners are required to move their horses in and out of the pastures. An 8 pm to 8:00 am shift may also be reserved on a same-day basis for either open turnout pasture.

## Section IV

### **Ranch Guests:**

- 4.1 Invited guests of owners are welcome to use all ranch facilities. Owners must advise the Ranch Manager when they have guests who will be participating in riding activities. Owners are required to initially accompany their guests around the ranch to familiarize them with ranch facilities, trails, and regulations. Those guests who do participate in equine activities or observers of the same and use ranch facilities are to complete the Release and Assumption of Risk form (see attachment C) and bring it to the Ranch Manager's office before participation in equestrian activities or accessing equestrian areas. Guests will be charged \$25.00 per day per horse for board, the payment of which shall be guaranteed by the owner of such guest. The Ranch Manager must approve guest horses boarded for longer than 3 days.

## Section V

### **Boarding:**

- 5.1. Property ownership at Cascade Meadow Ranch is a prerequisite to permanently boarding horses at Cascade Meadow Ranch. As established in the ranch CC&R's, homeowners may board up to six horses for each lot they own. The Ranch Manager will keep a copy of the CMR Equestrian Activities Agreement (see attachment A), signed by the owners of horses stabled on the ranch. This agreement must be completed, signed and delivered to the manager prior to boarding horses on the ranch. Horses belonging to guests of owners may be boarded for up to three days in the quarantined paddocks designated by the Ranch Manager on a space available basis. Extension of this time will be at the discretion and judgment of the Ranch Manager. Arrangements for the care of horses on the ranch for short periods or for special events should also be made with the Ranch Manager. In all cases, the Ranch Manager shall be advised reasonably in advance when horses will arrive or will leave the ranch.
- 5.2 In the ranch's current configuration, horses may be quartered in paddocks, barn stalls or pasture. Normally, up to 3 horses will be allowed in the large paddocks and two in the L-shaped and medium paddocks. The Ranch Manager will supervise horse boarding, and should it be necessary, has the authority to relocate horses at his/her discretion. The compatibility of individual horses will be considered and arbitrary changes without the owners consent will be avoided when possible. It is the desire of the Cascade Meadow Ranch community to provide paddock space to all horse-owning members of the CMR HOA. With this in mind, it may be necessary for horse owners to consolidate their boarding arrangements when paddock occupancy reaches capacity. The management, at their discretion, may require horse owners with a high horse, low-density board arrangement to increase the density of their board configuration. Visiting horses may occupy quarantined paddocks or stalls provided space is available and prerequisites have been met (see 4.1, 5.1 and 5.7).
- 5.3 It is the commitment of the CMR Board of Directors and the Ranch Manager to fairly and equitably allocate ranch horse facilities among all the property owners who own horses. To this end, the allocation of paddocks and stalls are on a first come, first served basis. The manager when necessary will maintain a temporary waiting list for

the first paddock or stall available. Once the first stall or paddock has been assigned to an owner, he/she cannot be displaced except for non-payment of boarding fees. Horses temporarily moved to the winter pasture will not give up their right to their paddock unless delinquent in their boarding fees or if there is a paddock shortage.

Owners who become delinquent in their Association dues or horse fees (see the CC&R's and Section VIII for the determination of delinquency) will lose their paddock or stall to owners on the waiting list. A paddock or stall will be declared vacant if owner's board fees are not paid within 30 days of the prior billing period. Temporary leasing of horses in a paddock or stall in order to circumvent these rules is not allowed.

Monthly billing for paddocks, stalls, and pasture are based on the monthly portion for each type of facility used.

- 5.4 Free range pastures are open for the boarding of CMR property owners' horses at a reduced level of care. The fees for pastured horses take into account the necessity to feed hay during periods when heavy snow covers the grass deep enough to inhibit grazing and during periods of extreme cold and/or wet periods. The Ranch Manager will determine the division or location of horses between pastures. All back horseshoes must be removed before putting a horse into the East or West pasture.
- 5.5 Owners have an obligation to keep the Ranch Manager and stable personnel advised prior to the movement of their horses. For example, relocating a horse from a paddock to a pasture or vice-a-versa or when departing the ranch for training, etc. 24 hour notice should be given for pasture/paddock movement. There may be factors an owner is unaware of that would influence the reason for making a change.
- 5.6 Proposed modifications or additions to paddocks or stalls must be approved by the Board of Directors and will be at the owner's expense. The Board of Directors retains veto power over these projects. At the discretion of the Board, modifications or additions to ranch facilities may be retained without reimbursement to the owner. Or, the Board may require removal when the paddock or stall is vacated.
- 5.7 Owners should continually be aware of the health of their animals. They should also be aware of the impact on the entire ranch horse population if a contagious condition were introduced onto the Ranch. Therefore, it is the responsibility of all owners to insure their horses are healthy before bringing them onto the Ranch for the first time and thereafter. The Ranch Manager retains the authority to deny boarding on the ranch of any horse suspected of carrying a communicable disease. New horses to the ranch will be kept in quarantine for a period of 10 days. During the first three days of quarantine the horse will be under the close observation for any infectious ailment, and will not be allowed onto any other area at CMR. If, at the Ranch Manager's discretion, the horse appears to be healthy, the Ranch Manager may allow it to be ridden or lunged in open spaces such as the outdoor arena or bridle trail after the third day of quarantine, but it must continue to be boarded in its quarantine paddock for the full 10 days.
- 5.8 No stallion over two years old shall be allowed to board on the property. Stallions under the control of their riders and at the owners risk and responsibility may be permitted temporary boarding, at the managers discretion, when participating in an

event sponsored by and/or participated in by a homeowner. In any situation, stallions may only be stabled in a barn stall.

## Section VI

### **Health Care:**

- 6.1 In keeping with good veterinary procedures and pasture/stable management, resident horses will be wormed and vaccinated with owners providing a copy of the invoice or dated container showing proof of vaccinations and worming at regular intervals in keeping with standards deemed to provide health to all ranch horses: annual vaccinations and quarterly worming at a minimum. Owners must make arrangements on their own to schedule farrier and veterinary service. In any case, owners must pay the farrier and vet directly. Owners should make every effort to be present to catch and hold their horses during the trimming/shoeing process. An additional charge will be assessed if ranch personnel are required for this task.
- 6.2 A continual awareness of the general health of all ranch horses is important. It is incumbent on ranch employees and owners to report behavior or conditions that should be investigated. Should a situation in which a contagious disease or other condition that threatens the health of all the horses on the Ranch arise, the Association shall take appropriate steps to protect the health of all the horses. This may include quarantine, vaccination or other actions that might be recommended by a veterinarian. Owners will be notified as soon as possible, but if the situation warrants, a decision may be made in the best interest of the animals without specific direction from the owners. Any expenses incurred will be billed to the horse owner. Attachments A and B address these situations.

## Section VII

### **Feeding Program:**

- 7.1 Horses boarded on the ranch will be fed a standard daily ration of high quality hay. Owners requiring feed outside of the standard rations, such as supplements or grain allocation, must premix these rations and place them in a labeled plastic bag in the designated area in the feed room for distribution by ranch staff. Standard rations are as follows-
  - Barn & Paddocks - grass hay (up to 20 lbs) combined weight per day as appropriate for each horse) and free feed mineral blocks.
  - Pasture - grass hay (up to 20 lbs) combined weight per day as appropriate for each horse) fed as required during the winter (when heavy snow or extreme cold conditions inhibit grazing). Mineral blocks will also be provided.

Section VIII  
**Boarding Fees:**

8.1 Basic Monthly Rates:

Barn/Paddock T/O	\$400
Barn:	\$295
Large Paddock:	\$250
“L” Paddock	\$225
Medium Paddock	\$180
Small Paddock w/Shelter	\$165
Small Paddock	\$150
Additional Horses in paddocks	\$125 each
Pasture:	\$90

8.2 Additional Charges:

Barn: Blanketing services are not available  
Farrier service: \$20 per head to schedule and/or handle horses. Horse owner must pay farrier fees directly.  
Catch fee: \$20 per head for unruly or hard to catch horses. For particularly evasive horses, at the ranch manager's discretion, the horse owner may be required to catch his/her own horse.  
Extras: Any extra services outside of those described above will be performed only with Board approval and will be billed as determined appropriate by the Board.

8.3 Daily guest Rates:

Board: \$25 per day

8.4 Billing: All charges to horse owners will be billed at the CMR established rates. All bills will reflect charges accumulated during the previous month. Homeowners are expected to pay all charges pertaining to their guests as well as their own horses and to send their payment to CMR at P.O. Box 687, Sisters, OR. Payment will be due not later than the last day of the month, If payment is not received within ten (10) days of when due, the account becomes delinquent. All supplements, grains, supplies, etc., are to be purchased and paid for by owners outside of the ranch accounting system.

8.5 Delinquent accounts shall be charged a 12% per annum late fee. If an account becomes seriously delinquent, the treasurer will notify the Board and the Board may take action at their discretion on a case by case basis.

## Section IX

### **Equine Events:**

- 9.1 Owners wishing to host equine-related events must schedule events at least 30 days in advance. Such equine-related events are subject to and conditional upon Board approval in advance. Owners sponsoring events will be responsible for any and all damage to ranch or other homeowner property by any guests, participants or related parties. A \$1,000 deposit is required for all equine events prior to the event. Any additional work associated with the event provided by ranch staff will be billed back to the event sponsor. Any funds remaining after deductions for damage or additional work will be returned to the owner within a reasonable timeframe. Sponsoring owner must provide proof of insurance with minimum liability coverage for the event of \$1,000,000 prior to the event.

## Section X

### **Changes to Stable Rules:**

- 10.1 Suggestions for change(s) to these Stable Rules should be submitted to the Horse Committee (“the HC”) for its consideration. If the HC approves the suggested change(s), it will submit the language for the revision(s) to the Board of Directors (“the Board”) for its approval. If the requested change(s) involve revisions to Sections 3.3 through 3.6, 3.10 through 3.19, or 7.1 of these Stable Rules, the Board may adopt them by approval of a majority of its members. Under those circumstances no community-wide vote will be required for the proposed revisions to become effective and be incorporated into the Stable Rules, although the Board may require a community vote at its discretion. If the requested change(s) involve any other provisions of these Stable Rules, (including periodic changes to boarding fees), the Board may accept them through a majority vote, and then submit them to the members of the HOA for their approval. Approval by 75% of the votes entitled to be cast will be required to adopt any revisions submitted to the community.
- 10.2 When significant changes occur an addendum or full reprint of the Stable Rules will be sent to each member of the HOA.

**CASCADE MEADOW RANCH HOMEOWNERS' ASSOCIATION  
EQUESTRIAN ACTIVITIES AGREEMENT  
AND WAIVER OF LIABILITY CLAIMS**

In consideration of the privilege of boarding horses and engaging in equestrian activities at Cascade Meadow Ranch, I, the undersigned, on behalf of myself, my spouse/partner (if any), and the other members of my immediate family, including any minor children, agree as follows:

A. DEFINITION. Unless the context otherwise requires, the term "Cascade Meadow Ranch" (or "CMR") means the Cascade Meadow Ranch Homeowners' Association, and its individual members, officers, directors, agents, and employees.

B. RISK OF LOSS. We understand that horses, regardless of the care provided to them, are susceptible to illness and injury. In acknowledgement of those facts, we agree to assume the risk of loss of or injury to our horse(s) boarded at CMR, and to waive any claims against CMR related to any such loss or injury.

C. EMERGENCY CARE. We understand that CMR will attempt to contact us if a horse that we board there has a medical emergency. To provide instructions for emergency care of our horse(s) in the event that we cannot be reached, we agree to provide CMR with a completed copy of the CMR Veterinarian Treatment Instructions and Authorization attached hereto as Attachment B (or other document containing the same information) for each of our horses boarding at CMR, and to update the contents thereof as necessary if circumstances change.

D. WAIVER OF CLAIMS OF LIABILITY. We acknowledge that horses and equestrian activities are inherently dangerous, and that CMR does not purport to maintain hazard-free riding conditions. Accordingly, we absolutely and unconditionally waive any and all claims of liability against CMR for any loss, injury or death relating to our participation in equestrian activities at CMR. All activities on the grounds of CMR are subject to the Equine Inherent Risk Law ORS 30.687-30.697. This waiver applies even if the conduct of CMR may be deemed to have been negligent.

E. GUEST LIABILITY WAIVERS. If we permit guests to participate in equestrian activities at CMR, we agree to require in advance that all such guests, or their parent or legal guardian in the case of minor children, sign a copy of the Release and Assumption of Risk form attached hereto as Attachment C. If we fail to do so, we agree to defend, indemnify, and hold CMR harmless from any claims by such guests for any losses, injuries or deaths related to their equestrian activities at CMR.

Signature of Owner(s) \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Owner(s)



**ATTACHMENT B**

**CASCADE MEADOW RANCH  
VETERINARIAN TREATMENT INSTRUCTIONS  
AND  
AUTHORIZATION**

**Owner's Name** \_\_\_\_\_

\_\_\_\_\_  
List all emergency contact phone numbers (these will not be published)

\_\_\_\_\_  
**Horse's Name** \_\_\_\_\_ Gelding or Mare (circle)

Year of Birth \_\_\_\_\_ Breed \_\_\_\_\_ Color \_\_\_\_\_

Markings \_\_\_\_\_

\_\_\_\_\_  
Idiosyncrasies or medical concerns

\_\_\_\_\_  
PREFERRED VETERINARIAN: \_\_\_\_\_ Phone \_\_\_\_\_

Backup Veterinarian \_\_\_\_\_ Phone \_\_\_\_\_

PREFERRED FARRIER: \_\_\_\_\_ Phone: \_\_\_\_\_

**Authorization:** We understand that, in the event that this horse has a medical emergency, CMR's staff will attempt to contact us. Should those attempts fail, we authorize CMR staff to engage our preferred veterinarian, or our designated backup veterinarian if our preferred veterinarian is not available, to treat this horse. Charges for emergency services provided to this horse under those circumstances will be promptly paid by us up to a maximum of \$ \_\_\_\_\_.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, Year: \_\_\_\_\_.

Owner's Signature(s): \_\_\_\_\_

Printed Name(s): \_\_\_\_\_

**Most Recent Vaccinations:**

Name of Vaccine(s) \_\_\_\_\_

Date \_\_\_\_\_

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**Most Recent Worming:**

Name of Product \_\_\_\_\_

Date \_\_\_\_\_

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## ATTACHMENT C

### RELEASE AND ASSUMPTION OF RISK

#### RECITALS:

Cascade Meadow Ranch ("CMR") is a residential development near Sisters, Oregon. The Cascade Meadow Ranch Homeowners' Association ("CMR HOA") is organized under the laws of the State of Oregon with a membership composed of record owners of lots located at Cascade Meadow Ranch. Members of the CMR HOA are permitted to board their horses at CMR. Neither CMR nor the CMR HOA owns any of the horses at CMR, and neither provides horses for riding or other recreational use to anyone. Nor does CMR or the CMR HOA purport to maintain hazard-free riding conditions at CMR.

Individual members of the CMR HOA who board horses at CMR may invite guests to share the private facilities of Cascade Meadow Ranch, including engaging in equestrian activities. Such guests must assume complete responsibility for any losses, injuries or deaths that may result from their activities. All activities on the grounds of CMR are subject to the Equine Inherent Risk Law.

#### RELEASE AND ASSUMPTION OF RISK:

In consideration of being granted the opportunity afforded me by a member of the CMR HOA to enter upon the private property of CMR and engage in equestrian activities; and in recognition of the risks, hazards and dangers inherent in using the property and in participating in equestrian activities, I hereby knowingly, freely and voluntarily assume all risks associated with such activities. I acknowledge the recitals stated above, and I hereby waive any right or cause of action, of any kind whatsoever, arising as a result of such activities or use of the facilities at CMR, and hereby release CMR, the CMR HOA, its members, agents, board members, officers and employees, and their successors and assigns, from any and all liability for any such rights or causes of action.

This Release and Assumption of Risk shall be effective unless and until rescinded in writing.

If guest is an adult:

\_\_\_\_\_  
Signature of adult guest

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed name of adult guest

If guest(s) is/ are minor(s):

\_\_\_\_\_  
Printed name (s) of minor guest(s)

Signature of parent or guardian \_\_\_\_\_ Date: \_\_\_\_\_

Printed name of parent or guardian: \_\_\_\_\_

**AUGUST 2022 AMENDMENT TO  
CMR STABLE RULES  
CONCERNING HORSE BOARDING FEES  
AND METHODOLOGY  
FOR DETERMINING THEM**

10.1 Suggestions for change(s) to these Stable Rules should be submitted to the Horse Committee ("the HC") for its consideration. If the HC approves the suggested change(s), it will submit the language for the revision(s) to the Board of Directors ("the Board") for its approval. If the requested change(s) involve revisions to Sections 3.3 through 3.6, 3.10 through 3.19, or 7.1 of these Stable Rules, the Board may adopt them by approval of a majority of its members. Under those circumstances no community wide vote will be required for the proposed revisions to become effective and be incorporated into the Stable Rules, although the Board may require a community vote at its discretion. If the requested change(s) involve any other provisions of these Stable Rules, the Board may accept them through a majority vote, and then submit them to the members of the HOA for their approval. Approval by 75% of the votes entitled to be cast will be required to adopt any revisions submitted to the community.

Horse boarding fees will be calculated annually (during the budgeting process) by Schedule A "Formula for Horse Boarding Fees" to determine new boarding rates. This will be accomplished by inserting the actual cost of:

- (1) Cost of hay per ton
- (2) Ranch Manager's salary
- (3) Assistant Manager's salary
- (4) Payroll tax
- (5) SAIF insurance, and
- (6) Health insurance.

Any change(s), other than factors 1 through 6 above, to Schedule A "Formula for Horse Boarding Fees" may be accepted by the Board through a majority vote, and then submitted to the members of the HOA for their approval. Approval by 75% of the votes entitled to be cast will be required to adopt any revisions submitted to the community.

## Schedule A - Formula for Horse Boarding Fees

20	Hay per day (in pounds)	Ranch Manager	\$44,413.00	
365	Days per year	Asst. Manager	\$33,655.00	
7,300	Pounds per year	Payroll Tax	\$ 7,410.00	
2,000	Pounds per ton	SAIF Insurance	\$ 2,520.00	
3.65	Tons per year	Health Insurance	\$11,000.00	Hourly Rate
\$470.00	Cost of hay per ton	Total	\$ 98,998.00	\$25.78

\$142.96	Monthly hay cost per horse	Paddock cleaning (minutes per cleaning)	15	120
\$25.78	Second horse (Paddock cleaning only, 1/2 the cost)	Water tank cleaning (minutes per week)	10	40
\$107.42	Labor cost	Feeding (minutes per feeding)	1.5	90
\$250.38	Total expense per month	Total hours per month per horse		4
		Cost per month per horse		\$107.42

Paddock Size		Other Revenue Per Month (1)	Other Revenue Per Year	New Rates	
1	Large Paddock	\$30.00	\$360.00	\$280	(2)
0.75	L Paddock	\$22.50	\$270.00	\$273	(2)
0.25	Medium Paddock	\$7.50	\$90.00	\$258	(2)
0.125	Small Paddock/with Shelter	\$3.75	\$45.00	\$254	(2)
	Small Paddock	\$1.00	\$12.00	\$251	(2a)
	2nd/3rd Horse	\$1.00	\$12.00	\$170	(2b)
				Schedule A	Schedule B
	Pasture April to October			\$90	\$90 (3)
	Pasture November to March			\$100	\$100 (4)
	Barn			\$330	\$330 (5)
	Barn/Paddock			\$448	\$448 (6)
	Guest Boarding			\$30	\$30 (7)

(1) Other Revenue is revenue in excess of calculated hay and labor expenses and is meant to cover horse-related expenditures for water tanks, feed tubs, immersion heaters, salt blocks, and fly control.

(2) Formula for new rates:  
Other revenue per month X paddock size plus total expense per month.  
(2a) Total expense plus \$1.  
(2b) Monthly hay cost per horse plus second horse plus \$1.

(3) Whichever number is greater from Schedule A or B. (Schedule B reflects .6295% of monthly hay cost.)

(4) Whichever number is greater from Schedule A or B. (Schedule B reflects .6994% of monthly hay cost.)

(5) Whichever number is greater from Schedule A or B. (Schedule B reflects 1.3179% of total expense.)

(6) Whichever number is greater from Schedule A or B. (Schedule B reflects 1.789% of total expense.)

(7) Whichever number is greater from Schedule A or B. (Schedule B reflects .1199% of total expense.)