

May 18th, 2018

**Re: Ranch Colony Property Owners Association, Inc.
Approved Rule and Regulation**

Dear Property Owner:

Please be advised that on May 9th, 2018, the Board of Directors duly approved the attached Resolution regarding non-lot/property owners engaging in equestrian activities on common property. Please keep this with your community documents.

Effective immediately, no non-resident (boarder, etc.) may ride a horse on common property unless they have executed the enclosed release AND provided a Certificate of Insurance (COI) naming all legal entities spelled out in section 2.(c). This information must be forwarded to the management office as follows:

Ranch Colony POA
c/o MMI of the Palm Beaches
11770 US Highway One, Suite 301
Palm Beach Gardens, FL 33408
Fax: (561) 686-7284
Email: ccarr@miamimanagement.com

Once management is in receipt of the Release AND COI, a numbered bridle tag will be issued to that equestrian. (no charge) They must, at all times, ensure that the bridle tag is displayed when riding on Ranch property. These will be assigned by rider and non-transferable.

We thank you in advance for your understanding and assistance and should you have any questions, please feel free to email me at the aforementioned address.

With regards,
For the Board of Directors,



Cathie Carr, LCAM
Vice-President
MMI of the Palm Beaches, Inc.

RANCH COLONY PROPERTY OWNERS' ASSOCIATION, INC.

RESOLUTION ADOPTING AMENDMENTS TO RULES AND REGULATIONS
PURSUANT TO ARTICLE IV, SECTION 3(d) OF THE BYLAWS OF
RANCH COLONY PROPERTY OWNERS' ASSOCIATION, INC.

WHEREAS, the Ranch Colony Property Owners' Association, Inc. (the "Association") is the homeowners association operating the Ranch Colony community composed of Ranch Estates and Ranch Acres (collectively, "Ranch Colony").

WHEREAS, the Board of Directors has authority pursuant to Article IV, Section 3(d) of the Association's Bylaws and Section 720.305, Florida Statutes, to promulgate and enforce Rules and Regulations with respect to use, occupancy and maintenance of Ranch Colony.

WHEREAS, the Board of Directors is concerned about liability associated with Lot Owners allowing persons to perform, receive, participate and/or engage in equestrian activities and/or services within Ranch Colony outside of a Lot Owner's Lot.

WHEREAS, the Board of Directors now desires to amend and supplement the Rules and Regulations of the Association as more specifically set forth herein.

WHEREFORE, in accordance with the authority vested in the Board of Directors pursuant to Article IV, Section 3(d) of the Bylaws, the Board of Directors hereby amends and supplements the Rules and Regulations of the Association as follows:

1. For purposes of these Rules and Regulations, the following definitions shall apply:

(a) The term "equestrian activities and/or equestrian services" shall include, but shall not be limited to the definitions set forth in Section 773.01(1)-(7), Florida Statutes, and also lessons, hunts, horsemanship, camps, clinics, trail rides, beach rides, parties, shows, grooming, training, racing and/or boarding.

(b) The term "non-resident" shall mean a person whose residency in Ranch Colony is for a brief length of time or who does not reside in Ranch Colony at all, who does not have a written lease with a Lot Owner or whose occupancy is otherwise transient.

(c) Other terms not defined herein shall have the meanings ascribed to them in the Ranch Colony Permitted Uses and Restrictions and Deed of Dedication and/or the Declaration of Protective Covenants, Conditions and Restrictions Affecting the Real Property of Ranch Colony, Inc. known as the "Ranch Acres" of Martin, County, Florida (collectively, the "Governing Documents").

2. All Lot Owners, tenants and/or other occupants that allow persons to perform, receive, participate and/or engage in, directly or indirectly, equestrian activities and/or services outside of a Lot shall at all times maintain the following insurance:

(a) Comprehensive General Liability insurance with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate covering personal injury, including accidental death, equestrian personal injury, as well as property damage, along with a Two Million Dollars (\$2,000,000.00) umbrella policy, for a total of \$3MM/\$4MM. The Association and other community associations and golf courses (see below **) shall be named as additional insureds on all such policies.

(b) All policies described in section (a) above must be obtained at the sole cost and expense of the Lot Owner, tenant or other occupant, as applicable. If a Lot Owner, tenant or other occupant, as applicable, fails at any time to obtain and maintain the required insurance, the Association may, in the Association's sole discretion, purchase the required insurance policies on behalf of the Lot Owner, tenant or other occupant, as applicable. In such event, if the Lot Owner, tenant or other occupant, as applicable, does not fully reimburse the Association for all costs incurred within three (3) business days after written demand, the Association shall have the right to levy an assessment against the respective Lot Owner, tenant or other occupant and/or place a lien on the respective Lot for the full amount of the costs and expenses incurred by the Association, together with attorney's fees and costs, if any. Any lien shall be enforceable in the same manner as other liens created under the Governing Documents or at law.

(c) Each policy of insurance described in section (a) above must include language that the policy cannot be cancelled, modified or amended without thirty (30) days' prior notice to the Association. The Lot Owner, tenant or other occupant, as applicable, shall provide copies of all certificate of insurance to the Association without demand.

** The Links Property Owners Association, Inc.; Old Trail Homeowners Association, Inc.; Tailwinds Homeowners Association, Inc.; Jonathan Landings Golf Club, Inc.; The Ranch Colony Four Party Maintenance Association, Inc.; and The Dye Preserve, Ltd.

3. All Lot Owners, tenants and other occupants who allow non-residents to perform, receive, participate and/or engage in, directly or indirectly, equestrian activities and/or services on the respective Lot or within Ranch Colony will be required to provide the Association with Release and Hold Harmless Agreements, in the form attached hereto as Exhibit "A," but which may be modified from time to time in the Association's discretion, executed by the respective Lot Owner(s), tenant(s) or other occupant(s), their respective employees, agents and independent contractors, and all non-residents, prior to performing, receiving, participating and/or engaging in any equestrian activities and/or equestrian services on a Lot or within Ranch Colony.

4. Paragraphs 2 and 3 above do not apply to the limited situation where a Lot Owner, tenant or other occupant (or the Lot Owner's, tenant's or other occupant's spouse or child) is personally accompanying and riding with non-resident social guests and there is no remuneration or other consideration involved. Notwithstanding the foregoing, the obligation to release, indemnify and hold harmless the Association pursuant to Paragraph 6 below will apply to any and all Lot Owners, tenants, other occupants and their respective non-resident social guests, regardless of whether remuneration or other consideration is involved.

5. The Lot Owner, tenant or other occupant, as applicable, will promptly pick up and properly dispose of their horse's dung or manure dropped outside their Lot within Ranch Colony, and will follow prudent safety standards for any equestrian activities and/or equestrian services rendered on a Lot or within Ranch Colony, including adhering to the posting and notification requirements set forth in Chapter 773, Florida Statutes, and the helmet requirements set forth in Section 773.06, Florida Statutes.

6. As consideration for allowing non-residents to perform, receive, participate and/or engage in equestrian activities and/or equestrian services within Ranch Colony, all Lot Owners, tenants and other occupants, on behalf of themselves and their respective boarders, customers, agents, contractors, employees, guests and invitees, agree that they shall release, indemnify, defend and hold harmless the Association and the other community associations and golf courses (see above **), or any of their respective employees, managers, members, officers, directors, agents and attorneys (collectively, the "Association Parties"), against and in respect of any and all liabilities, losses, damages, judgments, claims, fines penalties, costs or expenses (including reasonable attorney's fees or other professional fees and expenses) that any of the Association Parties shall incur or suffer as a result of any Lot Owner, tenant, other occupant and/or their respective non-resident boarders, customers, agents, contractors, employees, guests and invitees engaging in equestrian activities and/or equestrian services within Ranch Colony (collectively, the "Losses"), which Losses (1) are not fully covered by any policy of insurance described herein, including any deductible amounts, (2) exceed the policy limits of any insurance policy described herein and/or (3) are not fully covered by any policy of insurance described herein.

7. In the event of a conflict between the terms and provisions of these Rules and Regulations and the terms and provisions of the Rules Governing Trail Riding and Other Equestrian Activities by Non-Residents Outside the Lot dated February 25, 2015, the terms and provisions of these Rules and Regulations shall control.

Equine Activity Release & Hold Harmless Agreement

Please read and sign.

****This Agreement is to be completed by parent or legal guardian if the equine participant is less than 18 years of age.*

- 1.) I have read and understand, and freely and voluntarily enter into this Release & Hold Harmless Agreement with RANCH COLONY PROPERTY OWNERS' ASSOCIATION, INC., THE LINKS PROPERTY OWNERS' ASSOCIATION, INC., OLD TRAIL HOMEOWNERS' ASSOCIATION, INC., TAILWINDS HOMEOWNERS' ASSOCIATION, INC; JONATHAN LANDINGS GOLF CLUB, INC., THE RANCH COLONY FOUR PARTY MAINTENANCE ASSOCIATION, INC., and THE DYE PRESERVE, LTD. (collectively, the "Released Parties"), and any and all officers, directors, agents, employees, affiliates and/or subsidiaries of the Released Parties, understanding that this Release and Hold Harmless Agreement is a waiver of any and all liability(ies).
- 2.) I understand the potential dangers that I could incur in mounting, riding, training, walking, leading, boarding, caring and feeding of horses or other animals, including but not limited to, any interactions with horses, whether owned by myself or others. Understanding those risks, I hereby release and hold harmless the Released Parties, any and all officers, directors, agents, employees, affiliates and/or subsidiaries of the Released Parties, from all claims, demands, actions or causes of action of any kind or nature whatsoever, whether now known or ascertained, or which may hereafter develop or accrue in favor of myself, my representatives or dependents, on account of or by reason of any injury (even death), loss, or damage, which may be suffered by me or them, or to any property animate or inanimate, belonging to me or used by me, because of any matter, thing or condition, negligence or default whatsoever, and I hereby assume and accept full risk of danger or any hurt, injury or damage which may occur through or by any reason or any matter, thing, or condition, by any persona whatsoever.
- 3.) I release the Released Parties and any and all officers, directors, agents, employees, affiliates and/or subsidiaries of the Released Parties, from any liability whatsoever in the event of injury or damage of any nature (or perhaps even death) to me or anyone else caused in connection with the Released Parties' property, real or otherwise, by or incidental to my electing to mount, ride, or interact with any horse on any property owned or under the control of any of the Released Parties. I understand and recognize and warrant that this Release and Hold Harmless Agreement is being voluntarily and intentionally signed and agreed to.
- 4.) I recognize and agree that I know which equine professional(s) I will be working with and acknowledge that I agree said equine professional(s) has/have made reasonable and prudent efforts to determine my ability to engage in equine activity.
- 5.) I voluntarily agree and warrant to Release and Hold Harmless the Released Parties and the respective officers, directors, agents, employees, affiliates and/or subsidiaries of the Released Parties from any liability whatsoever, including but not limited to, any incident caused by or related to activity on property owned or under the control of any of the Released Parties, relating to injuries known, unknown or otherwise not herein disclosed; including, but not limited to injuries, death or property damage from mounting, riding, dismounting, walking, leading, grooming, training, caring, feeding; use of horse barn, paddock, pasture, trails, horse arenas or round pens and/or obstacle course, in any capacity; use of property owned or under the control of any of the Released Parties, real or otherwise; falling off horse whether horse is bucking, flipping, spooked; or my failure to understand any directions related to my riding or otherwise use and control, or lack thereof, of my horse or any other horse.
- 6.) I further voluntarily agree and warrant to Release and Hold Harmless the Released Parties and the respective officers, directors, agents, employees, affiliates and/or subsidiaries of the Released Parties from any liability whatsoever during the time that my horse or a horse I lease, rent, borrow, ride or work with in any manner is on property owned or under the control of any of the Released Parties. The Released Parties shall not be liable for any sickness, disease, theft, death, or injury which may be suffered by the horse. This includes but is not limited to any personal injury or disability the horse may receive while on property owned or under the control of any of the Released Parties. I fully understand and hereby acknowledge that the

Released Parties and their respective officers, directors, agents, employees, affiliates and or subsidiaries do not carry any insurance on any horse and that ALL risks relating to the injury or death of the horse from any reason whatsoever are to be borne by the owner(s) of said horse.

7.) I understand that *Florida Statutes 773.01 - 773.05 states:*

An equine activity sponsor, an equine professional, or any other person shall not be liable for an injury to or the death of a participant resulting from the inherent risks of equine activities and, except as provided in s. 773.03, neither participant nor any participant's representative shall have any claim against or recover from any equine activity sponsor, equine professional, or any other person for injury, loss, damage, or death of the participant resulting from any of the inherent risks of equine activities.

"Inherent risks of equine activities" means those dangers or conditions which are an integral part of equine activities, including, but not limited to:

(a) The propensity of equines to behave in ways that may result in injury, harm, or death to persons on or around them.

(b) The unpredictability of an equine's reaction to such things as sounds, sudden movement, and unfamiliar objects, persons, or other animals.

(c) Certain hazards such as surface and subsurface conditions.

(d) Collisions with other equines or objects.

(e) The potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within his or her ability.

"Participant" means any person, whether amateur or professional, who engages in or any equine that participates in an equine activity, whether or not a fee is paid to participate in the equine activity.

Date: _____

Person voluntarily entering into this agreement:

PRINT NAME: _____

SIGNATURE: _____

If completing this for a minor, print names of all minors entering into this agreement: