

ELDORADO STABLE AMENITY RULES

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I. Mission Statement

These Eldorado Stable Amenity Rules (“Rules”) are adopted by the Eldorado Community Improvement Association (“ECIA”) Board, with input from the Stable Committee. The purpose of the Rules is to enhance the safety and wellbeing of, and protect and promote the Eldorado Stable Amenity and share its users’ great affinity for this facility with all of Eldorado by promoting standards that emphasize community, pride in ownership, volunteering in some capacity, and our love of horses. The ideal is to have a set of rules that all users are happy to not only meet but to exceed for the greater good of our community, with limited ECIA oversight.

II. Overview

The Eldorado Community Stable Amenity was originally deeded in 1991 to the ECIA to honor our neighborhood’s Simpson Ranch heritage and the importance of horses to the tradition of the American West. Since then, Eldorado residents have appreciated the opportunity to own and care for their horses and to ride across this enchanted land.

The Stable Amenity, designated for equine-only use, is currently comprised of 36 barns housing up to four horses each, two arenas, and two round pens, with easy access to thousands of acres of riding space. The ECIA owns the Amenity’s land, and all common area improvements such as the perimeter fencing, gates, roads, arenas, lighting and electrical system, and the water system. The Stable Amenity

is subject to the covenants and deeds of the ECIA. The barns, paddock fences and other improvements inside each paddock are owned and maintained by the individual Barn Owners. Barn Owners pay for all costs associated with the construction, maintenance or operational expenses directly related to a Barn Owner's individual property, as described in more detail in the ECIA's current Stable Amenity Funding Guidelines.

The Stable Amenity is not a commercial boarding facility. For almost 30 years, Barn Owners have built or purchased individual barns and invested significant sums to maintain them. There is no on-site manager. Instead, each Barn Owner is responsible for the feeding, care, cleaning and maintenance of his or her equines and barn while respecting their neighbors, our Stable Community and the Eldorado community at large.

Our Stable Community works best when members commit to two guiding principles: pride in ownership (both our equines and our barns) and a promise to act as responsible and caring stable citizens.

Barn Owners may share their space with a Sharer (see Definitions in Section XIV below) to maximize use of the Stable Amenity, but without realizing any commercial gain. Persons renting property in the Eldorado community are also welcome to share a barn space, just as renters are welcome to use the other ECIA amenities, provided they comply with these Rules..

III. Adoption, Revision and Enforcement of Rules

A. Adoption

These Rules are adopted by the ECIA Board, with input from the Stable Committee. The purpose of the Rules is to promote the safety and well-being of the stable community, and to ensure the Stable Amenity is an asset to Eldorado.

B. Revision of Rules

- **Process for Revision.** These Rules shall be reviewed regularly and may be changed or updated as needed, as provided by the Stable Charter. Suggestions for changes or updates should be submitted in writing to the GM, ECIA Board Stable Liaison or to the Stable Committee. The GM will direct the Stable Committee to then solicit input and feedback on the proposed changes from Barn Owners/Sharers. The Stable Committee will consider the input and comments of the Barn Owners/Sharers in revising the Rules. The Stable Committee will provide proposed written changes to the Rules requested to the ECIA Board.
- **Board Action.** The Board will send notice to all residents of ECIA when the proposed changes will be discussed and/or acted on at a regularly scheduled Board meeting, and the GM will distribute the new or revised Rules to all Barn Owners/Sharers as soon as possible after adoption.
- **Temporary, Interim and Minor Changes.** In case of emergency or if necessary to protect the safety, health or welfare of the Stable equines or users, the Stable Committee, GM or the Board may collaborate to approve and enact temporary, interim or minor changes to the Rules before going through the above formal revision process. All such Rules must be distributed to Barn Owners/Sharers as soon as possible after adoption. If the changes are proposed to be permanent, then the above process for revision must be initiated as soon as possible.

C. Informal Dispute Resolution, Complaints

- **Barn Owner Disputes.** To the extent possible, Barn Owners/Sharers should discuss and resolve disputes with other Barn Owners/Sharers informally and respectfully. Disputes

which cannot be resolved informally should be reported to the GM and the chair of the Stable Committee for action.

- Complaints. The Board and the Stable Community are committed to resolving all disputes informally whenever possible. When disputes are not resolved informally, the following process may be used: any Barn Owner/Sharer may make a written complaint to the GM if they have a good faith reason to believe another user of the Stable Amenity is in violation of these Rules. The GM shall initiate an investigation of complaints according to the procedure in the current ECIA Covenant Enforcement Policy, and shall notify the Stable Liaison and the Stable Committee of violations identified. Enforcement shall proceed as provided below.
- Alternative Dispute Resolution. In the event that an alleged violation, dispute or complaint cannot be resolved informally, and the Barn Owner/Sharer requests arbitration as provided in the ECIA Covenant Enforcement Policy, a Barn Owner who does not have a conflict of interest in the matter shall be included as part of the arbitration committee.

D. Enforcement, Loss of Common Area Privileges, Opportunity to Cure

In consideration for Barn Owners/Sharers being given the opportunity to use this community Amenity, Barn Owners/Sharers agree to comply with these Rules, and therefore are subject to the ECIA's reasonable rights to enforce these Rules as explained below.

1. Covenants Enforcement Policy Applies. These Rules may be enforced according to the current ECIA Covenants Enforcement Policy and according to the enforcement section of the Covenants, Article III, Section 2.
2. Loss of Common Area Privileges. In addition to any other remedies, if any Barn Owner/Sharer violates these Rules, and -- after notice and an opportunity to be heard by the ECIA Board or its designee -- fails to respond to ECIA requests to comply with the Rules and fails to make any observable effort to correct the deficiencies, then, in addition to all other remedies, the GM may suspend that Barn Owner/Sharer's privileges to use the Stable Amenity common areas (including but not limited to the arenas, round pens, manure bins, trailer parking, etc.)
3. Barn Owner/Sharer Opportunity to Cure. The GM should provide the Barn Owner/Sharer an opportunity to cure the violations by means of an agreement between them concerning how and by when the deficiencies will be corrected. For example, a Barn Owner/Sharer may be required not only to cure the deficiency but also to remain in compliance for an agreed period of time.
4. ECIA Option to Cure. In the event of a serious violation that significantly threatens the safety, health or welfare of the Stable Community, the ECIA, in its discretion, may (but is not required to) take steps to cure the violation and charge the costs of that action to the Barn Owner/Sharer in violation, after notice and an opportunity to be heard.
5. Legal Action. For serious, repeated or persistent violations, in addition to any other remedies, the Board may also initiate legal action as provided for in Article III, Sections 2 and 3 of the ECIA Covenants, Bylaws, Policies or State law, seeking remedies that include loss of the privilege to own or share a barn in the Stable Amenity. In the event legal action is initiated by the ECIA in such a situation, the substantially prevailing party shall be entitled to an order of attorney fees and costs.

IV. Equine Welfare

A. Owner Responsibility for Equine Health and Safety.

- Owner Must Care for Equine. Equine owners are solely responsible for the care and feeding

of their own equines. Feeding or watering an equine without the owner's permission is prohibited.

- Equines in Distress. Although each equine is solely the responsibility of its owner, Barn Owners/Sharers who observe an equine in distress or apparently suffering from neglect due to lack of food, lack of clean water, needing medical attention or other related emergency, should call that equine's owner first; if not reachable, call the owner's emergency contact listed on the Stable Roster. If no contacts can be reached, the reporting person may take other reasonable steps which might include calling a veterinarian, Santa Fe County Animal Control or the New Mexico Livestock Board, fire or police departments. The reporting person may also make a complaint with the GM.
- Number of Equines, Amount of Shelter. A maximum of four (4) equines are permitted per barn. Each equine is required to have a minimum of 120 sq. ft. of shelter available at all times. Shelter is defined as three walls and a roof.
- Barn Safety. Barn Owners are responsible for maintaining their barn and fencing so that no hazards exist that may injure any equine. Examples of hazards include sharp edges, protruding nails, damaged wire fencing, flapping tarps, rotted posts and loose or damaged roofing. Gates and latches must function effectively to prevent equines from escaping.

B. Reportable Diseases.

- Mandatory Reporting. Once a veterinarian diagnoses any of the infectious diseases listed in the table of Reportable Horse Diseases in Appendix V to these Rules, the equine owner must immediately report this condition to the GM. The GM must notify the Stable Committee and arrange to communicate the situation to the Barn Owners/Sharers as soon as possible.
- No Diseased Equines May Enter. No equine with any of the diseases listed in Appendix V may be brought into the Stable Amenity for any purpose.
- Biosecurity. Any equine with a listed infection or condition may not use the arenas, round pens or other common areas except if necessary for treatment or safety, and must be kept as isolated as possible from equines in neighboring barns. The equine's owner and anyone who comes into contact with that infectious equine should follow appropriate biosecurity practices to reduce the chances of transmitting the disease to others.

C. Manure Management.

- Mucking Frequency: 1 or 2 Equines. For barns with up to two horses, Barn Owners/Sharers must remove all manure from the barn and pens (muck), to the location or bin where directed by the GM, at least twice a week from October 1 through April 30, snow and ice permitting. Muck at least three times a week (on non-consecutive days) from May 1 through September 30.
- Mucking Frequency: 3 or 4 Equines. For barns with three or more equines, muck at least three times a week from October 1 through April 30 (snow and ice permitting), and at least four times a week from May 1 through September 30. During the May-September period, two of these days must be nonconsecutive.
- No Trash. Keep wire, string, or any other trash out of the common manure pile or dumpsters.
- Fly Predators. Barn Owners/Sharers must put out fly predator containers when notified by the volunteer team, and distribute fly predators per instructions as soon as possible after delivery to each barn.

D. Emergencies.

- 911. Anyone who discovers a life-threatening emergency at the Stables should immediately call 911, then report the situation to the GM.
- Other Emergencies, Repairs. In the event of any other emergency situation, such as a

water line leak, downed power line, or downed fence, the person who notices the emergency should notify the GM and, if applicable, the Barn Owner/Sharer affected. The GM will promptly have emergency repairs made in common areas. If the emergency repair affects a barn and the Barn Owner/Sharer cannot be reached immediately, the GM may arrange suitable professional emergency repair, but is not required to do so. The Barn Owner must reimburse the ECIA for the cost of any emergency repairs to property that falls under Barn Owner responsibility. The GM or his or her designees must make reasonable attempts to contact the Barn Owner prior to initiating repairs.

- Dangerous Conditions, Vandalism. In the event of other situations deemed dangerous to the general welfare of horses, ECIA personnel or other Stable Amenity Users (such as non-occupied barns with over-grown weeds, unused buildings falling apart, etc.) the GM will consult with the Stable Committee about such unsafe situations before an enforcement letter is sent. No ECIA staff will enter occupied barns or pens containing equines except in case of emergency. The GM will give written notice to the Barn Owner of the dangerous situation and if after one week no action has been taken by the Barn Owner, the GM may take action to remedy the unsafe situation and bill the Barn Owner for costs necessary to remedy the dangerous situation. In situations where vandalism may have occurred, the person notifying the condition will notify the GM and the police if appropriate. The GM will make repairs on common areas; the Barn Owner is responsible for repairs to his or her barn and pens.
- Agent in Case of Emergency. The Stable Community recognizes that it is in the best interest of the equines that they be able to receive prompt first aid or veterinary care in an emergency, even if their owner cannot be reached. Therefore, equine owners must provide the ECIA with the name and contact information of a person whom they authorize to provide first aid, veterinary care, or feed for their equines in the event of an emergency when the owner cannot be contacted by the GM. This information will be provided on the “New Horse Application Form”, Appendix VI, and must be kept updated with the GM. Ideally, owners should give their agents an “advance directive”: written instructions on what kind and amount of veterinary care they authorize their agents to provide in case of serious or life-threatening conditions, for example, severe colic.

E. No Stallions. No stallions or proud-cut stallions are permitted in the Stable Amenity at any time. A stud colt born in the Eldorado Stables must be gelded by ten months of age, or else the owner must remove him from the property.

V. Barn Owner/Sharer Responsibilities

- A. Contact Information, Roster, Number of Equines. Each Barn Owner/Sharer must keep their contact information current with the ECIA at all times, including a phone number for emergency communications, and an e-mail address to receive email messages. If desired, Barn Owners/Sharers may provide stable roster information to the Stable Committee, which keeps and distributes a roster for the use of the Stable Community. Additionally, each Barn Owner/Sharer is responsible for notifying the GM of any changes in the number of equines in the barn. Until a Barn Owner/Sharer notifies the GM of the death or removal of an equine, the ECIA is not responsible for reducing any charges owed based on number of equines.
- B. Equine Documentation. Each Barn Owner/Sharer must submit a negative Coggins test, current Veterinary Health Certificate, and completed “New Horse Application Form”, Appendix VI, to the GM prior to moving any new equine into the facility. Upon receiving all the required documentation, the GM or staff will issue a “horse tag” to that owner, which must be prominently displayed on their fence for minimum 10 days after the new equine arrives.

When an equine has travelled out of state, or been absent from the facility for over 30 days, its owner must provide an updated Health Certificate, and Coggins test if necessary, to the GM prior to the equine returning to the facility.

- C. Trash. Barn Owners/Sharers are responsible for disposing of their own trash off site. The ECIA does not provide trash service. Wire, weeds, string, cans or other debris of any kind may not be disposed of in manure collection areas or bins. No manure, trash, weeds or debris of any kind may be disposed of in the arroyo located on the west side of the Stables or any other undesignated area.
- D. Storage. Building materials such as extra boards, posts and wire shall be stored in barns. No materials shall be stored in stalls needed by horses for shelter. Hay shall be stored inside barns. No supplies and materials may be stowed in corrals, except for wheelbarrows, and pipe fencing neatly tied to the outside of the corral.
- E. Parking. Walkways between corrals and gates should not be blocked. Horse trailers may be parked in an individual's paddock, or in designated parking areas, or along the roads so long as there is adequate room for fire and hay trucks to pass by and access to other trailers and dumpsters is not impeded. Barn Owners/Sharers should cooperate with one another when parking trailers in front of barns, to maximize everyone's ability to use the facility.
- F. Liability. The ECIA is not responsible for loss or damage to any equines, barns or any personal property kept in the Stable Amenity. By purchasing a barn or agreeing to Share a barn, Barn Owners/Sharers assume the risk of any such loss or damage, and understand that the ECIA provides no onsite security at the Stables.
- G. Advertising. Advertising signs such as "Horse or Barn for Sale" may be posted at individual barns or the community bulletin board. The signs shall not exceed 18" X 24".
- H. Helmets. Riders 15 years old or younger must wear an ASTM standard F1163 (or more recent) rated helmet at all times when mounted. All other riders are encouraged to wear helmets.
- I. Guests and Guest Horses. Guests of any Eldorado resident are welcome to use the Stable Amenity subject to these Rules, and, if they will be participating in equine activities, after signing the "Eldorado Stables Equestrian Liability Waiver" (Appendix VII). For guest horses, the "Guest Horse Waiver and Information Form" (Appendix VII) also must be signed by the guest and then submitted to the GM prior to the guest horse arriving. Guest horses may stay in a barn with the Barn Owner's permission only during the day; no overnight stays are allowed. Guest horses must be in good health and have a proof of a current negative Coggins test.
- J. Replacing or Remodeling a Barn. When replacing or remodeling a barn, Barn Owners must follow all specifications for materials and buildings specified in Appendix IV: Replacing or Remodeling a Barn. The ECIA requires new Barn Owners to agree to bring their barns up to current standards within 6 months of purchasing a barn, as described in more detail in Section XI, Selling and Purchasing a Barn, below.
- K. Contractors. It is the Barn Owner's/Sharer's responsibility to inform any contractor working for them of barn rules and policies, including but not limited to the speed limit and smoking prohibition. The Barn Owner must insure their contractor safely secures any construction materials and tools while working and when away from the site so that no hazard is created. Barn Owners or their contractors must clean up all construction debris from common areas daily.
- L. Limited to One Barn. No Barn Owner may own more than one barn. No Barn Owner/Sharer may keep equines at more than one barn, except for emergency or temporary conditions as agreed on by the GM and Stable Committee.
- M. Barn Numbers Displayed. Each barn must have its number displayed prominently on the

- fencing, post, or barn siding facing the road, where the number is clearly visible. Those pens with a road on each side must have numbers displayed so as to be visible from both roads.
- N. Management of Deceased Equines. The owner of a deceased equine is responsible for the appropriate and timely disposal of that equine, according to ECIA policies and Santa Fe County regulations. The owner must notify the GM as soon as possible about the death.
 - O. Barns To Be Occupied; Grace Period. To encourage full use of the Stable Amenity, barns should not be vacant. Barn Owners shall have one a grace period of six months from the date their barn becomes vacant to either add an equine (including by sharing the barn) or put their barn up for sale.

VI. Stable Inspection

- A. Scheduled Inspections. A representative of the Stable Committee and the GM will perform an annual inspection in the second quarter of the calendar year, allowing Barn Owners to make any necessary repairs during warmer months. The Stable Committee or GM will inform Barn Owners/Sharers of the inspection date at least a month in advance via Stable email blast. Follow-up inspections to confirm compliance will be completed no later than 30 days after the initial inspection.
- B. Inspection Team. The inspection team shall consist of a Stable Committee member and the GM and/or one or more designated ECIA staff. The ECIA Board Liaison will be informed of the inspection date and invited to participate. To ensure transparency in evaluations, a Barn Owner/Sharer not on the Stable Committee may be invited to participate as an impartial observer, at the GM's discretion. Barn Owners/Sharers may choose whether or not to be present at their barn's inspection, and may observe but not interfere with their barn inspection.
- C. Inspection Checklist. Using the "Stable Amenity Inspection Checklist" (Appendix III), the inspection team will conduct an inspection of each barn and corral. Corrective actions will be written on the checklist and submitted to the GM.
- D. Corrective Action. The GM will send each Barn Owner a copy of his/her inspection report via US mail with a date by which any corrective actions identified must be addressed. Barn Owners must complete outstanding inspection actions involving the safety of equines immediately, and complete non-safety related actions as soon as possible but no later than 30 days after the initial inspection.
- E. Enforcement. Any Barn Owner who fails to correct inspection deficiencies will be officially notified two times by US mail. If the noncompliant Barn Owner fails to respond to the communications and fails to make any observable effort to correct the deficiencies, the ECIA may proceed to enforce these Rules as provided above in Sections III (C) and (D) "Informal Dispute Resolution", "Enforcement".
- F. Common Area Inspections. The GM or a designated ECIA Staff Member and a member of the Stable Committee will inspect those areas of the Stable Amenity maintained by the ECIA as often as needed, or no less than two times a year. The Board Stable Liaison shall be notified of common area inspections and invited to attend. This inspection consists of, but is not limited to, inspecting exterior property fencing, gates, round pens, arenas, roads, and manure deposit locations or bins.
- G. Remedial Inspections. At any time the GM or a designated ECIA Staff Member, upon report of or observation of a material safety or health violation, may notify the Barn Owner and then may conduct a remedial inspection.

VII. Trainers and Training Activities

The entire Eldorado community benefits, and the use of the Stable Amenity is maximized, when qualified professionals provide training services to Eldorado residents there. Trainers who comply with these Rules and cooperatively share the common areas as required in these Rules are welcome at the Stable Amenity.

- A. Professional Liability Insurance. Barn Owners/Sharers who pay or trade for training or teaching must insure that current proof of their Trainer's or teacher's professional liability insurance in the amount of at least \$1,000,000, naming the ECIA as an Additional Insured, is on file in the ECIA office before the teaching or training activities take place at the Stable Amenity. The activities of training or teaching include but are not limited to: riding lessons; ground work; training rides and schooling in trailering skills of the horse or rider. A Barn Owner/Sharer may not rely on his or her premises liability insurance to cover the training or teaching, nor may a Barn Owner/Sharer rely on his or her premises liability insurance to themselves teach or train for gain in their barns, pens or in any Stable Amenity common areas such as the arenas or roads.
- B. Students. Any student who receives lessons or training on Eldorado Stable Amenity property must be an Eldorado resident or the guest of a resident, and must have signed the "Eldorado Stables Equestrian Liability Waiver" (Appendix VII). Guests who have signed a waiver and trainers may bring healthy equines into the Stable common areas, after signing a "Guest Horse Waiver and Information Form" (Appendix VII), as provided in Section V(I) "Guests and Guest Horses" above.
- C. Enforcement. If a Barn Owner/Sharer does not comply with this Section after thirty day written notification from the GM requesting the above documentation, then their trainer or teacher will be barred from using the Stable Amenity's common areas for any purpose until such documentation is on file.
- D. Trainer Use of the Common Areas. Trainers, and their students, in compliance with this Section may use the Stable Amenity common areas according to the same Rules as Barn Owner/Sharers. They should cooperate with other users to accommodate shared use of the Amenity, but Barn Owner/Sharers who are paying for a lesson with a Trainer should be given deference in case of a use conflict.

VIII. Barn Owner/Sharer Rights to Use and Enjoy Stable Amenity

The right to use and enjoy the Stable Amenity by a Barn Owner/Sharer is subject to compliance with these Rules. Barn Owners have protectable property interests in their property within the Stable Amenity as well as the right to use the Stable common areas if they comply with these Rules. However, their rights can be terminated under certain conditions and after due process has been given in accordance with these Rules, ECIA Covenants, Bylaws and Policies, and New Mexico State law. Upon the occurrence of any of the conditions or circumstances below, the GM may initiate formal notice to the Barn Owner/Sharer to seek termination of that Barn Owner/Sharer's right to use and enjoy the Stable Amenity common areas, among other remedies, as provided above in Sections III (C) and (D) "Informal Dispute Resolution", "Enforcement".

In extreme circumstances, or after the remedies of Section III (C) and (D) above have been exhausted, the Board may bring an action at law to terminate a Barn Owner's right to own a barn in the Stable Amenity. If a Court terminates a Barn Owner's rights after appropriate due process, the Court may order that the Barn Owner be compensated for the value of the barn improvements. The ECIA recognizes that the Barn Owner has expended funds and labor in the construction and maintenance of

his/her barn and facilities, and that those improvements are the property of the Barn Owner.

Conditions or circumstances that may result in termination or possible suspension of stable common area privileges of a Barn Owner/Sharer's rights to use and enjoy the Stable Amenity include:

1. Barn Owner who Moves Away or Ceases to Maintain Equines at the Stable Amenity. When a Barn Owner is no longer a member of the ECIA, does not meet the definition of a Barn Owner, or ceases to maintain a barn or equines at the Stable Amenity, or does not engage in active efforts to sell the barn and that barn has remained continuously empty for at least 18 months. See Section X (C) "Barn Owner Who Moves Out of Eldorado", below for more details.
2. Sharer who Moves Away or Ceases to Maintain Equines at the Stable Amenity. When a Sharer ceases to maintain equines at the Eldorado Stable Amenity, or no longer owns or rents a home in Eldorado.
3. Barn Owner Not in Good Standing. When a Barn Owner is not a member in good standing of the ECIA, as defined in the Bylaws, and is not participating in a payment plan or other arrangement to regain good standing.

IX. Common Area and Arena Use Rules

A. Arena and Round Pen Use

- Shared Use. Any arena use other than turnout must be shared use. Arena users should cooperate to share the ring during lessons, riding, ground work or lunging.
- Turn-out. Both arenas are riding arenas, but only the lower arena may be used for turn-out (defined as letting a horse run freely for exercise). Turn-out is not allowed in the upper arena. Turn-out in round pens is encouraged. Owners must be in attendance during turn-out; the exception being Owners of multiple equines making more than one trip for their equines' turn-out.
- Time Limits. Turn-out in the lower arena is limited to 15 minutes ONLY when another person is waiting to ride, turn-out, or use the arena. If an individual is riding or lunging in the lower arena or in a round pen, and a Barn Owner/Sharer is waiting to turn-out, limit time to 30 minutes (55 minutes if having a lesson by an approved trainer). We encourage round pen use when ring is in use.
- Shut the gates (or otherwise secure them) on the arenas and round pens when entering or leaving.

B. Common Area Use Rules

- Equine Road Speed. When riding on roads and between barns, proceed at a gait slower than a canter or lope.
- Vehicle Speed Limit is 10 miles per hour or less.
- Equine Right of Way. Equines always have the right of way on all roads at all times.
- No Smoking. Smoking is not permitted anywhere in the Stable Amenity, even in vehicles.
- No Equines Left Unsupervised. Equine handlers must be in attendance whenever an equine is outside its corral or stable in the common areas, and no equine may be left untied or loose in common areas without a handler present, except for the minimum amount of time necessary to make another trip to retrieve a second equine for turn-out.
- Keep Gates Shut At All Times. Gates are to remain closed. Always close gates on the perimeter fence after passing through including roadway gates and fencing gates. During periods of high traffic or inclement weather common sense should be used.
- Dogs. Comply with the ECIA Dog Policy and all other applicable ECIA policies while using the Stable Amenity. See eldoradosf.org web site.
- "Green Stake" Optional Weed and Grass Maintenance Program. The Stable Community values our beautiful native vegetation in the Stables, and the opportunity to allow equines to graze and naturally mow grass where possible. Therefore, Barn Owners/Sharers who wish to do so may

maintain the grass, weeds and vegetation in common areas adjacent to his or her barn, if desired, for example, to allow grazing for equines or to preserve trees, shrubs or flowers. No Barn Owner/Sharer is required to maintain any part of the common area, and may only do so with permission of the GM.

- a) Barn Owner Responsibility. Barn Owners/Sharers who participate in this “Green Stake” program must post green bamboo stakes (or other appropriate markers approved by the GM) showing the limits of the area that Barn Owner/Sharer agrees to maintain.
- b) Standards. ECIA staff will not mow weeds or vegetation inside the area defined by the green stakes placed by the Barn Owner/Sharer, unless the weeds or vegetation exceed 12” high. All common areas NOT marked with green stakes will be mowed by the ECIA staff according to the Stable Amenity Maintenance Standard.
- c) Failure to Maintain. The GM or designated ECIA staff will notify Barn Owners/ Sharers participating in the Green Stake program if their weeds are overheight, and give them one week to mow or otherwise mitigate those weeds. If the participating Barn Owner/Sharer fails to mow or bring their Green Stake area up to standards within one week, then the ECIA staff may remove the stakes and mow the vegetation within them. The GM has the discretion whether to allow a Barn Owner/Sharer to resume participation in the program after such a failure.

X. Selling and Purchasing a Barn

The Stable Amenity is built out with the maximum number of barn spaces (36) built and occupied. Barn Owners have the right to sell their barns to qualified Eldorado members in good standing, consistent with the ECIA’s requirements listed below in this Section. Use of the Stable Amenity is subject to compliance with these Rules, therefore, any sale which does not comply with these Rules is null and void.

- A. Waiting List, Barn For Sale List. The GM will keep a waiting list of Eldorado homeowners in good standing wishing to purchase a barn space as one becomes available. The GM, or the Stable Committee, will keep a list of barns for sale.
- B. Sales Process.
 - Barn Owner Responsibility. Barn Owners must promptly notify the GM when they decide to sell their barn, along with information regarding how they may be reached. Barn Owners remain responsible for paying all amounts due and maintaining the barn and paddocks according to these Rules until the barn is sold to an approved buyer. Barn Owners must notify prospective buyers of these Rules and the requirement that they must be qualified by the ECIA to purchase a barn.
 - GM Responsibility. Upon receiving notice that a barn is for sale, the GM will arrange for a barn inspection, then must provide the seller with the “Stable Amenity Inspection Checklist” (Appendix III) listing any items which must be repaired before the barn may be sold, and the current invoice showing the amount, if any, due to the ECIA before the barn may be sold as of the date of the invoice. The GM must promptly provide new Barn Owners/Sharers with all the documents listed on the “Eldorado Stable Amenity Barn Purchase/New Sharer Checklist” (Appendix I or II).
 - Inspection Deficiencies. If a barn has any deficiencies following the inspection, the ECIA will not authorize the sale of that barn until the seller or the proposed buyer either fix the deficiencies or give the ECIA a written commitment for how and when these items will be fixed, within a reasonable time not to exceed six months. The GM’s authorization to sell a barn shall not be unreasonably withheld, but the GM has the discretion to withhold authorization to sell a barn until the ECIA and the buyer reach an

agreement on the terms of the commitment to fix the barn.

- Qualifying a Buyer. Upon locating a prospective buyer, the selling Barn Owner is responsible for notifying the GM of the name and contact information of the prospective buyer before issuing a bill of sale, so that the GM or designated ECIA staff can verify that:
 - the buyer is an ECIA member in good standing,
 - the barn meets all inspection criteria, or that the buyer has reached a written agreement with the ECIA to fix the deficiencies, and
 - the seller does not owe the ECIA any Reimbursable Barn Expenses, or the buyer has paid those expenses.

If the buyer does not meet these requirements or does not agree with the GM to resolve any outstanding inspection issues, and pay any outstanding expenses owed on that barn, then the sale will not be approved by the ECIA.

- C. Barn Owner Who Moves Out of Eldorado. Relocating Barn Owners must make all reasonable efforts to sell their barn as soon as possible, balancing market conditions with the Owner's right to seek to recoup the value of the barn.
- Waiting List of Buyers – Sale Within 90 Days. If there are no other barns available for sale and there is a waiting list of Lot Owners wishing to purchase a barn, but extenuating circumstances prevent the barn from being sold within 90 days, then the Barn Owner may request an extension from the GM for a reasonable amount of time.
 - No Waiting List of Buyers – Sales Plan. If there are other barns available for sale and/or there is no waiting list of Lot Owners wishing to purchase a barn, and the barn has not been sold within 18 months, then the Barn Owner should contact the GM and seek an agreement regarding the proposed sales plan, and the maximum amount of time the Barn Owner may retain the right to own the barn even though they are no longer an ECIA member in good standing.
 - ECIA May Obtain Title to Unsold Barn. When a Barn Owner who no longer lives in Eldorado fails either to reach an agreement with the GM on a sales plan, or to comply with that agreement within a reasonable amount of time considering market conditions, then the ECIA may move to obtain title to the barn, either by agreement based on the barn's value, or by court order.
 - Valuation. If the Barn Owner has actively attempted, in good faith, to sell the barn as agreed, then the ECIA should compensate the Barn Owner for the reasonable market value of the barn, less any Reimbursable Stable Expenses owed to the ECIA and less the cost of any repairs and upgrades the ECIA reasonably needs to make to resell the barn.
- D. Relocating Equines. Regardless of whether the barn has been sold or not, a Barn Owner/Sharer who moves out of Eldorado must remove his/her equines from the Stable Amenity within 30 days after they are no longer an Eldorado resident or property owner, and place his or her barn up for sale. For good cause shown, the seller may request an extension of time to relocate his or her equines from the GM.
- E. Abandoned Equines. If a Barn Owner/Sharer leaves Eldorado and does not either remove his or her equines or reach an agreement with the GM for an extension, then, after 90 days, the GM may post a notice on that Barn and, after mailing notice to the Barn Owner/Sharer at their last known address, proceed to take any legal remedy at the Barn Owner/Sharer's expense to obtain compliance with the requirement for moving the equines. Emergency actions may be taken immediately as discussed above in Section IV "Equine Welfare" for abandoned horses which are not being fed or cared for.

XI. ECIA Services and Barn Owner Payments

- A. ECIA Services. ECIA is responsible to assure that continuous services and utilities are delivered to the Stable Amenity, to include but not limited to water, electricity, manure removal, the Fly Predator Program. ECIA will also make property tax payments using the proceeds of Barn Owners' payments as specified in the current Revised Stable Amenity Funding Guidelines adopted by the Board.
- B. Barn Owner Payments. Barn Owners must make payments within 30 days of receiving bills from the ECIA as provided in the Revised Stable Amenity Funding Guidelines. Bills are issued to Barn Owners only; Barn Owners are responsible for making payment arrangements with Sharers.
- C. Past Due Invoices. Invoices not paid when due are subject to collection by the ECIA in the same manner as any past due assessments, fees or costs owed to the ECIA.

XII. Barn Owner/Sharer Liability Insurance

Barn Owners/Sharers shall each carry and maintain in full force and in effect at their sole cost and expense liability insurance covering their barn and the equine owner's activities anywhere on the Stable Amenity property, with limits of coverage not less than \$1,000,000 (1 million dollars), as protection against liability claims arising from the use of such premises. Each Barn Owner and Sharer shall name the ECIA as an additional insured and ensure that a current copy of the certificate of insurance, is provided to the GM no less frequently than annually. Policies are subject to approval by the ECIA insurance expert.

Acceptable insurance includes:

- Homeowner insurance that explicitly covers both equines and barns
- Separate equine insurance from an equine insurance company (such as Horse Specialists)
- Separate barn structure coverage either as a new policy or add-on to a homeowners policy.

XIII. Overall Roles and Responsibilities of Stakeholders

Stable Community – Barn Owners, Sharers, Trainers and Guests:

- Enjoy your equines and our community, thoughtfully share our common areas, keep your barn neat and safe in accordance with these Rules.
- Support our Amenity by, whenever possible, attending Stable Committee meetings, volunteering for Stable Committee functions such as community events, manure management, arena management, and fly predator program.
- All Stable users are expected to conduct themselves in a manner that is respectful of the rights and safety of other stable community members or guests.
- When problems are encountered, please send all correspondence to the GM and Stable Committee in writing (emails OK) with the exception of emergency action needed immediately.

ECIA Board: High-level vision and ultimate responsibility for the Eldorado amenities, including the Stables, to ensure that all function safely and to the standards set forth in the Rules, while being fully maximized for the enjoyment of the community's residents.

ECIA General Manager (“GM”): Day-to day management of the Eldorado amenities, including the Stables. The GM also works with the ECIA Board, the Stable Committee, Finance Committee, the Facilities and Grounds Committee as needed to address the use and needs of the Stable Amenity. The GM may delegate any responsibility listed as the GM’s in these Rules to the GM’s staff, unless the Board directs otherwise.

ECIA Staff: Upkeep of the common areas according to the standards set forth in the current ECIA Stable Amenity Maintenance Schedule, i.e., maintaining the roads, harrowing the arenas, weed cutting and removal, snowplowing, installation and maintenance of signs (see Stable Charter for details). Oversee contractors. Provide regular and accurate bills as required in the Stable Funding Guidelines. Coordinate with the Stable Committee when necessary, as provided in the Stable Committee Charter.

Stable Committee: The Stable Committee is an approved committee established by the ECIA Board. See the current Stable Charter for details about the Committee’s role and responsibilities.

XIV. Definitions

Barn: A designated plot of land surrounded by fencing within the Stable Amenity, together with the improvements on that plot including the building or shelter for the equines, the fencing, and all other material built or installed by the Barn Owner on that plot of land.

Barn Owner: Property owner in Eldorado and an ECIA member in good standing (“MIGS” as defined by the ECIA Bylaws) who owns one of the 36 barns at the Stable Amenity, which includes a dirt area surrounded by fencing, the fencing, and any type of building or material within the designated plot of land.

Barn Owner/Sharer: Refers to either a Barn Owner or a Sharer (as defined below), and to any members of their household who live full time in Eldorado and use the Stable Amenity with their permission.

Eldorado Community Improvement Association (ECIA): the home owners association which governs the covenants, by-laws and Articles of Incorporation of properties located in Eldorado at Santa Fe.

ECIA Board (Board): The Board of Directors of the Eldorado Community Improvement Association, Inc., its successors and assigns.

ECIA Board Liaison (Liaison): A member of the ECIA Board assigned to the Stable Committee.

Eldorado Community Stable Amenity (Stable Amenity): those acres located at 11 Avenida Eldorado, owned by the ECIA, which contains corrals and shelters, roads, riding rings and round pens, space which is available for the keeping of equines. Often abbreviated to “the Stables”.

Equine: Of or belonging to the family of equidae which includes horses, donkeys, and mules.

General Manager (GM): The community association manager hired by the ECIA Board to manage the Eldorado Community Improvement Association, including the amenities.

Guest: A person who interacts with the equines, who does not own or share a barn. May but need not

be an ECIA member.

Sharer: Either a property owner in Eldorado and an ECIA member in good standing, or rents (and lives full-time) in Eldorado from an ECIA member in good standing, with a Barn Owner who has given written permission to the Sharer to use the Stable Amenity.

Stable Amenity: the Amenity located on property owned by the ECIA at 11 Avenida Eldorado, designated for equine-only use, consisting of the common areas and common area improvements, and the 36 privately owned barns.

Stable Committee: An ECIA-sponsored committee which helps to oversee the Stable Amenity. The Stable Committee is an advisory group and is not responsible for enforcement. See Stable Committee Charter for details.

Stable Users. Collective term for Barn Owners, Sharers, Trainers, authorized guests, or any other ECIA member using the Stables consistent with these Rules.

Trainer or Teacher: A person who may or may not be an ECIA member who profits from the Amenity by charging or receiving a financial benefit for lessons or training from ECIA residents. Trainers must have liability insurance on file with the GM as provided in Section VII of these Rules.

XV. Board Resolution

WHEREAS, the Eldorado Community Improvement Association, Inc., hereinafter referred to as ECIA, is the owner of a certain tract of land described in that Special Warranty Deed from Eldorado at Santa Fe, Inc. to ECIA dated December 26, 1991 and recorded April 15, 1992 at Book 808, pages 281 and 292 of the records of Santa Fe County, New Mexico, as amended by the 2nd Amendment to Deed of Restriction recorded on July 9, 1998 at Book 1514, page 101, and commonly known, and hereafter referred to, as the "Eldorado Stable Amenity", and

WHEREAS, the Declaration of Covenants and the Articles of Incorporation of ECIA provide in part that the ECIA shall provide for the maintenance and preservation of the Common Properties and to promote the health, safety and welfare of the residents, and

WHEREAS, Article IV of the Articles of Incorporation of ECIA states in part that the ECIA shall execute all the powers and privileges and perform all the duties and obligations of the ECIA as set forth in the Declaration of Covenants of ECIA, and

WHEREAS, Article III, Section 1 of the Amended and Restated Protective Covenants and Building Restrictions for Eldorado at Santa Fe provides in part that the ECIA may promulgate rules, regulations and provisions governing the use of common areas and facilities, and

WHEREAS, Article IX, Section 1.a. of the Second Amended and Restated Bylaws of the ECIA also provides that the Board of Directors of ECIA shall have the power to adopt and publish rules and regulations governing the use of Common Properties and provisions governing the Eldorado Stable Amenity; NOW, THEREFORE,

BE IT RESOLVED that the Board of the ECIA adopts the above Eldorado Stable Amenity Rules, as amended, effective as of the date signed. This version of the Rules supersedes any prior versions of the Eldorado Stable Amenity Rules.

_____ Date: _____
Eldorado Stable Committee Chair

_____ Date: _____
ECIA Board President

Approved by ECIA Board, Effective Date: _____

I have read and agree to abide by these Rules.

_____ Date: _____
Barn Owner or Sharer Signature
Printed name: _____

Appendix I: Eldorado Stable Amenity Barn Purchase Checklist

- Purchasing Barn Owner is an ECIA Member in Good Standing.
- Barn Owner has provided ECIA with proof of liability insurance in the amount of at least \$1,000,000, with the ECIA named as an additional insured.
- Barn Owner has completed the “New Horse Application Form” (Appendix VI) for each equine to be stabled in this barn, and provided all documentation required in the Stable Amenity Rules, including a copy of the new equine’s:
 - 1. current (within at least the last 30 days) health certificate that indicates the equine is in good health and there are no signs of communicable disease, and
 - 2. proof of negative Coggins Test valid within the last year.
- Barn Owner has received *and signed* a copy of the Eldorado Stable Amenity Rules.
- Barn Owner has *signed* the “Eldorado Stables Equestrian Liability Waiver and Release Agreement” Form (Appendix VIII).
- ECIA has provided Barn Owner with the current versions of the:
 - 1. Charter for the ECIA Stable Committee
 - 2. Stable Amenity Funding Guidelines
 - 3. Emergency Preparedness Plan for the Eldorado Stables
 - 4. Stable Roster with the names of current Stable Committee members
 - 5. Gate Information Sheet, including the entry code
- ECIA has provided the Stable Committee with Barn Owner’s contact information.
- ECIA has provided Barn Owner with any outstanding inspection issues associated the barn being sold.
- No Stable Reimbursable Expenses are owed to the ECIA by the seller for this barn.

I, _____, in consideration for purchasing Barn # ____ at the Eldorado Stable Amenity, acknowledge that I have received, read, signed and agree to abide by the Eldorado Stable Amenity Rules, dated _____.

_____ Date: _____
Barn Owner signature

ECIA

By: _____ Date: _____
Name
Title: _____
As Representative of the General Manager

Appendix II: Eldorado Stable Amenity New Sharer Checklist

- Sharer is either an ECIA Member in Good Standing, or Sharer has provided a copy of the current property lease showing that Sharer is a current resident within the ECIA, and a document showing the Barn Owner’s permission to use the barn space.
- Sharer has provided ECIA with proof of liability insurance in the amount of at least \$1,000,000, with the ECIA named as an additional insured.
- Sharer has completed the “New Horse Application Form” (Appendix VI) for each equine to be stabled in this barn, and provided all documentation required in the Stable Amenity Rules, including a copy of the new equine’s:
 - 1. current (within at least the last 30 days) health certificate that indicates the equine is in good health and there are no signs of communicable disease, and
 - 2. proof of negative Coggins Test valid within the last year.
- Sharer has received *and signed* a copy of the Eldorado Stable Amenity Rules.
- Sharer has *signed* the “Eldorado Stables Equestrian Liability Waiver and Release Agreement” Form (Appendix VIII).
- ECIA has provided Sharer with the current versions of the:
 - 1. Charter for the ECIA Stable Committee
 - 2. Stable Amenity Funding Guidelines
 - 3. Emergency Preparedness Plan for the Eldorado Stables
 - 4. Stable Roster with the names of current Stable Committee members
 - 5. Gate Information Sheet, including the entry code
- ECIA has provided the Stable Committee with Sharer’s contact information.

I, _____, in consideration for permission to share Barn # ____ at the Eldorado Stable Amenity, acknowledge that I have received, read, signed and agree to abide by the Eldorado Stable Amenity Rules, dated _____.

_____ Date: _____
Sharer signature

I grant permission for _____ to share Barn # ____ which I own at the Eldorado Stable Amenity, acknowledge that I am responsible to ensure that my Sharer complies with the Eldorado Stable Amenity Rules.

_____ Date: _____
Barn Owner signature

ECIA
By: _____ Date: _____
Name _____
Title: _____
As Representative of the General Manager

Appendix III: Amenity Inspection Checklist

STABLE AMENITY INSPECTION CHECKLIST			
Date of Inspection:		Barn #	
Barn Owner's Name:		Barn Owner's Phone #:	
Barn Owner's Address:		Sharer/Co-Owner:	
Item	Met Y/N	Comment/ Corrective Action	Date Required
1. Horse Health and Safety			
<input type="checkbox"/> Barn and corral neat and clean (no trash or other hazards, no protrusions, no excessive manure, long standing water).			
<input type="checkbox"/> Equine appears to be neglected (lack of sufficient food, water, or medical attention) or appears to be suffering from willful abuse or otherwise is in obvious ill health without proper care.			
<input type="checkbox"/> Barn/corral/fence physical condition			
<input type="checkbox"/> No sharp protrusions (nails, tin fence material) in corral area. No excessive weeds.			
<input type="checkbox"/> Fences of pipe or wood (with top rail) and heavy horse wire. If wire fence, wire is not excessively curled at bottom. If fencing material wired to fence posts, wire is adequate and properly secured.			
<input type="checkbox"/> Posts approximately 8' intervals, and in good repair.			
<input type="checkbox"/> Fence height minimum of 5', and in good repair (no broken or excessively chewed rails).			
<input type="checkbox"/> At least one gate of 12', pipe or sturdy wood.			
<input type="checkbox"/> Shelter and space sufficient for all equines (120 sq. feet/equine). Equine shelter is 3 sided with roof.			
<input type="checkbox"/> Barn in good repair (no excessively chewed wood, no big holes, no loose siding or roofs)			
<input type="checkbox"/> All supplies and materials stowed in barn (exception wheelbarrows, and pipe fencing neatly tied to the outside of the corral).			

2. Barn number posted.			
3. One color used throughout for barn (trim or other decoration excluded).			
4. File Information Review			
<input type="checkbox"/> Number of equines 4 or less; all equines owned by barn owner or sharer in one barn.			
<input type="checkbox"/> Current liability insurance			
<input type="checkbox"/> Applicable building permits			
<input type="checkbox"/> Outstanding rule violations			
<input type="checkbox"/> All assessments paid			
Other			

Appendix IV: Replacing or Remodeling a Barn

- A. For a reconstruction or a remodel, a proposed construction plan including proposed siding and roofing materials and exterior finishes must be submitted to the GM prior to construction. Plan to be approved by GM and Stable Committee.
- B. When replacing or remodeling a barn, the following guidelines and restrictions must be adhered to:
- ┌ It is the barn owner's responsibility to inform any contractor working for them of barn rules and policies, including the speed limit, smoking prohibition, etc. The barn owner must insure their contractor safely secures any construction materials and tools while working and when away from the site so that no hazard is created.
 - ┌ Corral size will be approximately 75 feet x 100 feet with a walkway between corrals.
 - ┌ Corral fences must be erected by using sturdy wood or pipe posts, and horse wire, pipe fencing, or all wood fencing. No T-posts or chain link fencing are allowed. Fences of post and horse wire shall have a sturdy wooden top rail. Fences must have posts no more than eight feet apart, with a minimum fence height of five feet, and at least one twelve-foot gate. Corrals may be split internally, using the above mentioned materials only. Gates must be pipe or sturdy wood.
 - ┌ Gates shall be approximately the same height as the fence.
 - ┌ Barns and hay storage facilities must be in line with all other barns in that row.
 - ┌ Barns must be of the same material throughout and of one of the following acceptable materials.
 - B grade or better exterior wood siding materials (OSB and particle board are not acceptable.)
 - Concrete block, adobe brick or other recognized southwest building materials, plastered to meet standards for homes in Eldorado
 - Prefabricated steel barns
 - ┌ All construction, replacement or major repairs must be completed within six (6) months.
 - ┌ All new perimeter fences must be of consistent materials.

- ┌ ECIA must provide water to each corral. ECIA will install a shut off valve from the main line to the corral and assure the lines are a minimum of four feet deep in the ground.

- ┌ Roofs shall be properly secured. Pro-panel or equivalent materials in ECIA acceptable colors shall be used for roofing.

Appendix V: Reportable Horse Diseases

- African horse sickness
- Piropiasmosis (babesiosis)
- Equine rhinopneumonitis
- Epizootic and ulcerative lymphangitis
- Contagious equine metritis
- Rift valley fever
- Equine viral arteritis
- Equine infectious anemia
- Dourine
- Vesicular stomatitis
- Glanders
- Strangles
- Rabies
- West Nile Virus
- Eastern, Western and Venezuelan equine encephalomyelitis

Appendix VI: New Horse Application Form

DATE: _____

<i>Equine Owner Information:</i>		Barn #
Full name:		Home phone:
Home address:		Cell phone:
		Email:
Total No. of Equines:		Veterinarian:
Proof of Liability Insurance:		
<i>Agent in case of Emergency:</i>		Cell phone:
Full name:		
Email:		
<i>Equine Information:</i>		
Name of Equine #1:		Additional Markings:
Breed:		
Gender:		
Color:		
Age:	Height:	Date of Coggins Test:
Name of Equine #2:		Additional Markings:
Breed:		
Gender:		
Color:		
Age:	Height:	Date of Coggins Test:
Name of Equine #3:		Additional Markings:
Breed:		
Gender:		
Color:		
Age:	Height:	Date of Coggins Test:
Name of Equine #4:		Additional Markings:
Breed:		
Gender:		
Color:		
Age:	Height:	Date of Coggins Test:

NEW HORSE APPLICATION FORM – PAGE 2/SIGNATURES

I authorize the Agent in Case of Emergency listed above to provide first aid, veterinary care, or feed for these equines in the event of an emergency when I cannot be reached. I understand that I may give this agent an “advance directive”, such as written instructions on what kind and amount of veterinary care I authorize my agent to provide to my equine(s) in case of serious or life-threatening conditions, for example, severe colic.

I HEREBY CERTIFY THAT I HAVE LEGAL POSSESSION OR I AM THE LEGAL OWNER OF THE EQUINE(S) DESCRIBED HEREIN AND THAT INFORMATION IN THIS FORM IS TRUE AND CORRECT.

Signed:_____Dated:_____

Appendix VII: Guest Horse Waiver and Information Form

To: ECIA General Manager

I hereby certify that the below information about my equine is true and correct as of this date, and I agree to abide by all Eldorado Stable Amenity Rules while I am visiting, riding and using the Eldorado Stable facilities. I understand that my equine may not remain overnight at the Eldorado Stables, without written permission of the ECIA General Manager.

I have signed an "Eldorado Stables Equestrian Liability Waiver and Release Agreement" (Appendix VIII), which is attached to this Form.

I am a guest of _____ who is an ECIA resident whose address is:
_____, Santa Fe, NM 87508.

Guest Name: _____
[Printed]

Address: _____

Name of Guest Equine: _____

Negative Coggins Test Dated _____, Attached: Yes ____ No ____

Signed: _____ Date: _____
Guest Equine Owner

Attachments:

1. Eldorado Stables Equestrian Liability Waiver and Release Agreement
2. Proof of Current Negative Coggins Test

**Appendix VIII: Eldorado Community Improvement Association Stables
EQUESTRIAN LIABILITY WAIVER AND RELEASE AGREEMENT**

Welcome to the Eldorado Stables! If you or your children wish to participate in equine activities, we require your signature on this form, which must be delivered to the ECIA General Manager.

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE SIGNING. THIS AGREEMENT MUST BE COMPLETED IN FULL AND SIGNED BY ANY RIDERS, GUESTS AND VISITORS OR THEIR PARENT/GUARDIAN BEFORE ANY PERSON MAY TOUR THE FACILITY OR PARTICIPATE IN ANY EQUINE ACTIVITIES AT THE ELDORADO STABLES.

WARNING

Under New Mexico Law, "no person, corporation or partnership is liable for personal injuries to or for the death of a rider that may occur as a result of the behavior of equine animals while engaged in any equine activities." §42-13-4 New Mexico Statutes.

The Eldorado Community Improvement Association ("ECIA") and HOAMCO (ECIA's community management company) do not guarantee your or your child's safety. By signing this Agreement you are agreeing to waive certain rights including the right to sue on behalf of yourself and/or your child.

RELEASE OF LIABILITY. In consideration for receiving permission to use and/or visit the Eldorado Stables as a "STABLE USER", I, the undersigned, agree to release and waive any and all claims against ECIA, HOAMCO, and their owners, directors, volunteers, managers, agents, employees, officers, representatives, assigns, members, premises owners, affiliated organizations, and insurers, and others acting on behalf of the ECIA (hereinafter collectively referred to as "RELEASEES"), from all claims, demands, causes of action, and legal liability, whether the same be known or unknown, anticipated or unanticipated, for death, injury, loss, damage, loss of employment, economic loss and future loss of income to person or property that I or my minor child may suffer, howsoever caused, arising out of or in connection with any activity at the ECIA Stables. I agree to hold the RELEASEES harmless for any and all lawsuits arising out of any claims, actions, losses, including attorney's fees and costs.

I further acknowledge that the RELEASEES are not responsible for loss or damage to any equines, barns or any personal property present or kept in the Stable Amenity. I assume the risk of any such loss or damage, and understand that the ECIA provides no onsite security at the Stables.

I make this Release and Waiver of Liability NOTWITHSTANDING THAT MY OR MY CHILD'S INJURIES, DAMAGES OR LOSSES MAY HAVE BEEN CONTRIBUTED TO OR CAUSED BY THE NEGLIGENCE OF THE RELEASEES.

I HAVE READ AND DO UNDERSTAND THE FOREGOING WARNINGS, MY ASSUMPTION OF RISK AND MY RELEASE OF LIABILITY CONTAINED IN THIS AGREEMENT.

Signed By: _____ Date _____
Printed Name of **Stable User**: _____

Barn # if Stable User is a Barn Owner, Sharer or Family Member of Barn Owner or Sharer: _____

Parent or Guardian if Stable User is a **minor child** under the age of 18

Signed By: _____ Date _____
Printed Name of **Parent/Guardian** _____

Stable User's **Address**: _____

Phone Number: _____

Emergency Contact Name: _____

Phone Number: _____

Appendix IX: Information only, New Mexico Horse Council Equine Liability Act

The Legislature of the State of New Mexico, 41st. Legislature, 1st. Session, Laws 1993, chapter 117: Senate Judiciary Committee Substitute for Senate Bill 268, as amended, introduced by Senator Virgil Rhodes.

AN ACT, RELATING TO TORT LIABILITY; ENACTING THE EQUINE LIABILITY ACT.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF NEW MEXICO:

Section 1. SHORT TITLE. This act may be cited as the “Equine Liability Act”.

Section 2. LEGISLATIVE PURPOSE AND FINDINGS. The legislature recognizes that persons who participate in or observe equine activities may incur injuries as a result of the numerous inherent risks involved in such activities. The legislature also finds that the state and its citizens derive numerous personal and economic benefits from such activities. It is the purpose of the legislature to encourage owners, trainers, operators and promoters to sponsor or engage in equine activities by providing that no person shall recover for injuries resulting from the risks related to the behavior of equine animals while engaged in any equine activities.

Section 3. DEFINITIONS. As used in the Equine Liability Act

- A. “equine” means a horse, pony, mule, donkey or hinny;
- B. “equine activities” means:
 - 1. equine shows, fairs, competitions, rodeos, gymkhana, performances or parades that involve any or all breeds of equines and any of the equine disciplines;
 - 2. training or teaching activities;
 - 3. boarding equines;
 - 4. riding an equine belonging to another whether or not the owner has received some monetary consideration or other thing of equivalent value for the use of the equine or is permitting a prospective purchaser of the equine to ride, inspect or evaluate the equine;
 - 5. rides, shows, clinics, trips, hunts or other equine occasions of any type, however informal or impromptu, connected with any equine or non-equine group or club;
 - 6. equine racing;
- C. “behavior of equine animals” means the propensity of an equine animal to kick, bite, shy, buck, stumble, bolt, rear, trample, be unpredictable or collide with other animals, objects or persons, and
- D. “rider” means a person, whether amateur or professional, who is engaged in an equine activity.

Section 4. LIMITATION ON LIABILITY

- A. No person, corporation or partnership is liable for personal injuries to or for the death of a rider that may occur as a result of the behavior of equine animals while engaged in any equine activities.
- B. No person, corporation or partnership shall make any claim against, maintain any action against or recover from a rider, operator, owner, trainer or promoter for injury, loss or damage resulting from equine behavior unless the acts or omissions of the rider, owner, operator, trainer or promoter constitute negligence.

- C. Nothing in the Equine Liability Act shall be construed to prevent or limit the liability of the operator, owner, trainer or promoter of an equine activity who:
1. provided the equipment or tack, and knew or should have known that the equipment or tack was faulty and an injury was the proximate result of the faulty condition of the equipment or tack;
 2. provided the equine and failed to make reasonable and prudent efforts to determine the ability of the rider to:
 - a. engage safely in the equine activity;
 - b. safely manage the particular equine based on the rider's representations of his ability;
 3. owns, leases, rents or otherwise is in lawful possession and control of the land or facilities upon which a rider sustained injuries because of a dangerous condition that was known to the operator, owner, trainer or promoter of the equine activity;
 4. committed an act or omission that constitutes conscious or reckless disregard for the safety of a rider and an injury was the proximate result of that act or omission; or
 5. intentionally injures a rider.

Section 5. POSTING OF NOTICE

Operators, owners, trainers and promoters of equine activities or equine facilities, including but not limited to stables, clubhouses, pony ride strings, fairs and arenas, and persons engaged in instructing or renting equine animals shall post clearly visible signs at one or more prominent locations that shall include a warning regarding the inherent risks of the equine activity and the limitations on liability of the operator, owner, trainer or promoter.

RELEASE STATEMENT – A release statement used by an operator, equine animal owner, property owner, trainer or promoter of equine activities should include the warning that there are inherent risks to participants and observers involved in all activities with equine animals due to the propensity of and equine animal to kick, bite, shy, buck, stumble, bolt, rear, trample, be unpredictable or collide with other animals, objects or persons. The statement should also include a warning that New Mexico State law provides that no person, corporation or partnership is liable for personal injuries to or for the death of a rider (or other participant) that may occur as a result of the behavior of equine animals while engaged in any equine activities, and that the rider (or other participant) agrees to engage in the equine activity at his own risk.