

**RESOLUTION REGULATING CONSTRUCTION OF STABLES
AND USE OF COMMON PROPERTY KNOWN AS THE ELDORADO STABLES
(Adopted by ECIA Board on April 21, 2005)**

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 Stables”, and

WHEREAS, the Declaration of Covenants and the Articles of Incorporation of ECIA provide in part that the Association 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 Association shall execute all the powers and privileges and perform all the duties and obligations of the Association 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 Bylaws of 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 Stables be adopted.

NOW THEREFORE, be it resolved that the following rules, regulations and provisions governing the Eldorado Stables be adopted:

**Article I
Definitions**

1.1. The following words when used shall have the following meanings:

- (a) Association shall mean and refer to the Eldorado Community Improvement Association, Inc., its successors and assigns.
- (b) Board means the Board of Directors of Eldorado Community Improvement Association, Inc. or its designated agent.
- (c) Horse owner shall mean any present Member of the ECIA who has constructed, intends to construct, or owns a stable, corral or facilities at the Eldorado Stables.
- (d) Member shall mean and refer to all those Owners who are assessment paying members in good standing of the Association as provided in Article III, Section 1 of the Declaration of Covenants, Eldorado Community Improvement Association, Inc.
- (e) Owner shall mean and refer to the owner of record, whether one or more persons or entities, of the fee simple title to any lot situated within the Eldorado at Santa Fe Subdivision.
- (f) Eldorado Stables shall mean and refer to the Common Property and facility known and designated and described as Lot 3B of Eldorado at Santa Fe and more particularly described in a Special Warranty Deed dated December 26, 1991 and recorded at Book 808, pages 281 and 292 of the records of Santa Fe County Clerk as amended by the Second Amendment to Deed Restrictions recorded on July 9, 1998 at Book 1514, page 101.

Article II
General Administration

2.1 General Committee administration:

- (a) The Stable Committee shall recommend members to be appointed by the Board. The responsibility of the Stable Committee is to advise and assist the Board of Directors of ECIA on the operation of the Eldorado Stables and to recommend ways and means of obtaining maximum use of the amenity. The Committee will vote for the Chairperson and Secretary. A Committee member will be removed from the Committee after three unexcused absences.
- (b) The Stable Committee shall not have more than 9 committee members at one time.
- (c) All policy statements must be approved by the Committee. Any written communication distributed within the Stable Community to horse owners that affects policy, procedures or has any impact on the Stable Community shall be signed by the Chair and the Secretary or another designated Committee Member. Any member who does not agree with the committee's decision may re-address the issue with the ECIA Board.
- (d) These rules and regulations shall be administered by the ECIA through the current charter governing the Stable Committee.

Article III
Barn Ownership and Use of Corrals
Applications for a Stable or Corral

3.1 Barn ownership and use of corrals:

- (a) The Eldorado Stables is for the use and enjoyment of all ECIA Members. Only Members in good standing will be allowed to own barns in the Eldorado Stables.
- (b) Persons who rent homes in Eldorado or other ECIA Members may share barns (not-for-profit) or corrals owned by an ECIA Member/horse owner. All parties must carry liability insurance, with the ECIA named as additional insured, and shall be bound by the terms and conditions of these Regulations applicable to horse owners.
- (c) New horse owners shall be provided with:
 - 1. New Horse Owner Checklist
 - 2. Horse Owner Roster
 - 3. Horse Registration New Horse Form
 - 4. Current Stable Rules and Regulations
 - 5. Information on reimbursements from horse owners for the costs associated with stable water, electric, fly program and manure management expenses
 - 6. Names and numbers of the Stable Committee Chair and Committee Members
 - 7. Any outstanding inspection issues associated with the new horse owner's barn or corral area
 - 8. Current entry code for main gate
- (d) If a horse owner sells his/her residence and moves out of Eldorado, he/she shall remove all equine at the time of closing on their residence and have their barn sold. If there are extenuating circumstances, you may request a variance. Any building materials and personal property left on the property will revert to the ECIA. . See paragraph 14.2 "Procedure for Requesting a Variance to Rules and Regulations".
- (e) A barn or corral shall be deemed abandoned if its owner has not maintained an equine in the barn or corral for a period of six (6) months.
- (f) If a horse owner sells his/her residence but remains in Eldorado as a renter, he/she must sell their barn at the time of closing. Any building materials and personal property left behind on the property will revert to the ECIA. If the horse owner remains in Eldorado as a renter and shares a barn he/she may leave their equine in the shared barn. (For

addition information on stable use by renters, see 3.1, b)

- (g) If a horse owner sells his/her barn, the sale must be pre-approved by the Board to insure that the new buyer is an ECIA Member in good standing. The new owner shall be made aware of any outstanding inspection violations associated with the purchase of the barn or corral area by the ECIA's General Manager.
- (h) If the new barn owner does not meet the above requirement, the barn sale is then deemed null and void.
- (i) Before moving any equine into the facility (whether permanently or overnight), the horse owner shall file with the ECIA: (1.) a current (within the last 30 days) health certificate (proof of veterinary check that equines are in good health and have no signs of communicable diseases), (2) a negative Coggins Test (within the last 12 months), (3) a completed Horse Registration Form (can be obtained from the ECIA's Office) and (4) proof of liability insurance with the ECIA named as additional insured. Prior to the horse's arrival, the ECIA shall approve the move based on receipt of the above documentation and completion of the New Horse Owner Checklist; therefore required documentation must be provided to the ECIA from the horse owner at least one full working day in advance of the equine's arrival. Facsimiles are acceptable (ECIA fax number is 466-4249). Approval for the sale of an existing stable/corral shall only be given providing the above conditions have been met and the facilities have no outstanding inspection deficiencies. ECIA will then contact the stable committee chair or other member, and the barn will be posted by the ECIA with a notice of acceptance. This requirement does not apply to day use by Eldorado residents of the common areas of the stables.

Eldorado Stables New Horse Owner Checklist

- ___ Horse owner is an ECIA Member in Good Standing, or if horse owner is renting property within Eldorado and sharing a corral then the ECIA receives a copy of the current property lease.

- ___ Horse owner has provided ECIA with proof of liability insurance in the amount of at least \$300,000, with the ECIA named as additional insured.

- ___ Horse owner has completed the Horse Registration Form/New Horse Form.

- ___ Horse owner has provided ECIA with a copy of the equine's current (within the last 30 days) health certificate that indicates the equine is in good health and there are not signs of communicable disease.

- ___ Horse owner has provided ECIA with a copy of proof of negative Coggins Test.

- ___ ECIA has provided horse owner with a copy of the Eldorado Stable Rules and Regulations.

- ___ ECIA has provided horse owner information regarding how the ECIA receives reimbursement from horse owners for the costs associated with the stable water and manure management expenses.

- ___ ECIA has provided horse owner with names and phone numbers of Stable Committee Chair and committee members.

- ___ ECIA has provided horse owner with any outstanding inspection issues associated with his or her barn and corral area.

- ___ ECIA has provided horse owner with entry code to main gate.

I, _____, agree to abide by the Eldorado Stables Rules and Regulations.

Horseowner Signature

Date: _____

All barn owners and sharers are encouraged to participate as a volunteer at the Stable Community. The Stable Community is sustained by volunteerism. Please see the list of committees below that you may participate in and please indicate which groups for which you would like to volunteer:

- | | |
|---|---|
| <input type="checkbox"/> Stable Committee | <input type="checkbox"/> Social Subcommittee |
| <input type="checkbox"/> Manure Removal | <input type="checkbox"/> Information Distribution |
| <input type="checkbox"/> Arena Subcommittee | <input type="checkbox"/> Newsletter/Publications |
| <input type="checkbox"/> Fly Control | <input type="checkbox"/> Emergency Row Captains |
| <input type="checkbox"/> Other | |

3.2 Applications for a stable or corral

- (a) Horse owner/Member shall have the right to one (1) corral space of approximately 75 x 100 feet provided space is available. Horse owners/Members shall have the right to co-own the corral space. No Member shall be able to use or own two or more spaces permanently at any time. If a second space is needed temporarily because his/her own barn or corral is being repaired, a second corral may be used for short term only, provided the horse owner obtains written permission from such horse owner and his/her application for use is approved in writing or by phone by the Committee chair and one designated Committee member.
- (b) For a new stable, reconstruction or a remodel, a proposed construction plan including proposed siding and roofing materials and exterior finishes must be submitted prior to beginning construction along with all government required permits (new stable only) to the ECIA.
- (c) Once a new application has been approved or approval has been granted for the transfer of ownership of an existing stable or corral, the Member/horse owner shall have a right of enjoyment to said facility until those rights are terminated in accordance with Article IV of these rules.

3.3 Water and Manure Management

- (a) The cost of providing water to each barn/corral and of manure management, is paid up front by the ECIA. Within thirty (30) days of the end of each calendar year, the ECIA shall bill each barn owner for his/ her share of these costs, which shall be the total amount paid by the ECIA for water, fly program and electric and divided by the number of barn/corral areas in the Eldorado Stables. Currently, each barn owner shall be responsible for 1/36th of the total costs. Each horse owner shall be billed for manure removal based on the "highest" number of horses each horse owner owns during the course of the year. It is the responsibility of each horse owner to advise the General Manager when there is a change in the number of horses each owner has during the course of the year. Each barn owner/horse owner shall pay the amount billed by the due date. In the event any horse owner does not pay the amount due, the ECIA shall not be required to mediate or arbitrate the dispute under Article VIII below, but instead may commence court legal proceedings to collect the amount due, and shall be entitled to recover from the horse owner its attorney's fees, any gross receipt tax thereon, and related costs and expenses incurred in the collection action as determined by the Court.

Article IV Termination of Horse Owner's Right to Use and Enjoy Eldorado Stables

4.1 The right for use and enjoyment of the Eldorado Stables by a horse owner shall terminate upon the earliest occurrence of any one of the following events:

- (a) Horse owner is no longer a home owner or Member of the Association.
- (b) Horse owner ceases to own or maintain a stable, corral or equines at the Eldorado Stables and has failed to comply with the terms in Article V hereinafter set forth.
- (c) Horse owner is notified in writing by the Board that said horse owner has failed to comply with these rules, regulations and provisions, and has failed to cure such noncompliance within 90 days of such notice. In the event that the horse owner is terminated because of a violation of this provision of Article, IV the Board shall not be required to compensate the horse owner or bear the expense of removal of the stable facilities. Said horse owner shall have the right to sell his/her improvements within ninety (90) days of receipt of noncompliance notice to another Member, but will be required to remove his/her equines within ninety (90) days, from the Common Property. If the property is abandoned or is not sold within ninety (90) days, it may be declared abandoned and will be made available to the next Member desiring a corral. Said horse owner shall have the right to challenge such alleged violation in accordance with Article VIII below.

- (d) If, during the term of the horse owner's occupancy, the Board decides to improve the Eldorado Stables, or to erect new facilities for the use of the horse owners, or because one or more of the factors set forth in Section 4.3 should occur, the horse owner could be required to move his/her equine or facilities to another location either within the Eldorado Stables or to another location within the Association's Common Properties or its attendant properties.
- (e) Violation of regulation 3.1 (h): For the overall health, safety and general welfare of Eldorado's equine population, a progressive penalty schedule shall be implemented for failure to adhere to regulation 3.1(h). Failure to adhere to these regulations is basis for suspension of stable privileges and/or suspension of ownership privileges. Flagrant or continuing disregard of these rules is basis for suspension of stable privileges, suspension of barn ownership and/or imposition of penalties as listed:

- First violation: The offending stable/horse owner shall lose the use of the stable privileges for 14 days and must immediately remove equines from Association property and relocate all equines to another facility during this period at the stable/horse owner's expense. Before returning these horses to the stable, a current health certificate and a negative Coggins test for each horse shall be presented.
- Second violation: The stable/horse owner will be denied use of the stable amenity and must immediately remove all newly arrived equines. The owner will have 90 days to sell his/her barn, and remove the remaining equines, if any.

- 4.2 If said horse owner's use of enjoyment is terminated by Section 4.1(d) above, the Board recognizes that the horse owner has expended funds and labor in the construction and maintenance of his/her stable and facilities, and that such improvements are the property of the horse owner. If one or more of the contingencies listed in section 4.1(d) above should occur and the horse owner is required to move his/her stable or facilities, the Association shall pay to the horse owner fair and just compensation representing the fair market value of said facilities or stable.
- 4.3 Ground for termination under Section 4.1(d) shall include force majeure, actions by any governmental body having jurisdiction over the Eldorado Stables, the capacity or useful life of the Eldorado Stables is exceeded, or for other reasons based upon changes in circumstances as agreed to by the affected horse owner and Association.
- 4.4 Should said horse owner wish to challenge the decision to terminate under 4.1(c) above or the parties disagree as to the fair market value of horse owner's improvements under 4.1(d), above such matters shall be resolved in accordance with Article VIII below.

Article V

Transfer or Assignment of Member's Use of Enjoyment

- 5.1 With the written approval of the Stable Committee and ECIA Board, horse owner may convey, assign or transfer his/her stable facilities to another Owner/Member who does not already own another corral space. Approval shall not be unreasonably withheld. Such approval will include that all conditions of Article X be met. Without written approval the assign, convey, or transfer shall be deemed null and void.

Article VI

Loss of Facilities Upon Termination

- 6.1 If such property of a horse owner is not removed or sold within ninety (90) days, it shall be deemed abandoned and shall be made available to the next Member desiring a corral space. This time period shall include any time taken during the proceedings in Article VIII. Please see 4.2 for compensation.

**Article VII
Insurance**

- 7.1 Horse owner shall carry and maintain in full force and in effect at horse owner's sole cost and expense public liability insurance covering the facilities and area described in Exhibit A herein, and horse owners activities thereon, with limits of coverage not less than \$300,000 for each accident and in the aggregate for bodily injury, disease, illness, death with respect to any one occurrence, as protection against liability claims arising from the use of such premises. The horse owner shall name the ECIA as an additional insured and deliver to the ECIA on the horse owners renewal date and the Board a certificate of coverage or other document evidencing the issuance of such insurance on or before March 1 of each year.

**Article VIII
Disputes**

- 8.1 Disputes between parties with respect to the interpretation or application of these rules and regulations, or the obligations of the parties hereunder, shall first be determined by mediation. Such mediation shall be conducted upon request of either party, before a single mediator designated by both parties. The mediator shall attempt to facilitate the cooperative resolution of the dispute. If the mediator can not resolve the dispute or if the parties can not agree on a mediator within thirty (30) days of giving written notice of the dispute, either party shall have the right to arbitrate this matter pursuant to the provisions of the New Mexico Uniform Arbitration Act.
- 8.2 The prevailing party in the arbitration may be entitled to recover its reasonable attorney's fees, any gross receipts tax thereon, and related costs and expenses from the non-prevailing party, as determined by the arbitrator.
- 8.3 All proceedings hereunder shall be conducted within the County of Santa Fe, State of New Mexico.

**Article IX
Limited Horse Owner Space**

- 9.1 The Board recognizes and acknowledges that the Eldorado Stables has limited availability of sites or new facilities. Should demand for new facilities increase beyond current capacity, it shall not require an existing horse owner to remove his/her facility or subdivide in order to provide space for a new applicant.
- 9.2 Buyers must get final approval from the ECIA in accordance with Article III, Section 3(f) and be advised of their responsibilities in Article X, sections 10.2 and 10.3.
- 9.3 Once a barn is purchased, equine(s) shall inhabit a barn within 6 months after purchase. See 14.2 for Variance Procedures.

**Article X
Stable and Corral Specifications**

- 10.1 When constructing a **new corral or stable** the following guidelines and restrictions must be adhered to:
- (a) Corral size will be approximately 75 feet x 100 feet with a five foot walkway between corrals.
 - (b) Corral fences must be erected by using sturdy wood or pipe posts (no T-posts or chain link fencing shall be allowed) and horse wire, pipe fencing, or all wood fencing. Fences of post and horse wire shall have a sturdy wooden top rail; additional rails (i.e., middle and lower) are suggested. Electric charged fences may be maintained internally. Fences must be uniform with posts no more than eight feet apart,

minimum height five feet and have a twelve foot gate for easy access. There is no minimum on any other gates. Corrals may be split internally, using the above mentioned materials only. Gates must be pipe gate or sturdy wood.

- (c) Barns and hay storage facilities should be in line with all other barns in that row with a maximum height of fifteen feet.
- (d) Barns must be of the same material throughout and of one of the following acceptable materials:
 - 1. B-grade or better exterior wood siding materials. (OSB and particle board are not acceptable siding materials)
 - 2. Concrete block, adobe block or other recognized southwest building materials, plastered to meet standards for homes in Eldorado.
 - 3. Prefabricated steel barns.
- (e) Exterior wood shall be treated, painted or stained. If plywood is used, it shall be painted.
- (f) Each individual barn should be all one color with a contrasting trim color allowed.
- (g) Exterior finishes shall be maintained in good condition.
- (h) All construction, replacement or major repairs should be completed within six (6) months.
- (i) There should be a constructed shelter of approximately 120 square feet, roofed and closed on three sides, per equine available in each corral area. The entrance shall be a minimum of 8 feet high by 4 feet wide.
- (j) All perimeter fences must be of consistent materials.
- (k) Any paint used on fences should be applied inside and outside of corral fencing
- (l) Gates shall be approximately the same height as the fence.
- (m) Water is to be available at each corral. A shut off valve is required to be installed from the main line to the corral. Lines must be three feet deep in the ground.
- (n) No tires or other materials are allowed on barn roofs. Roofs shall be properly secured. Pro-panel or equivalent materials in ECIA acceptable colors shall be used for roofing.

10.2 Changes to existing structures

- (a) When remodeling, making additions of any size or making upgrades specified at the sale of a barn (per section 10.3) the standards in 10.1 must be adhered to.
- (b) Replacements or repairs must be with original materials and patches are not acceptable.
- (c) As a roof is replaced, Pro-panel or equivalent materials in ECIA acceptable colors shall be used for roofing.

10.3 Requirements at the sale of a barn

Requirements for bringing the barn into compliance shall be detailed by the Committee and the Board (or designee) prior to approval of the sale. Variances can be sought. See article 14.2.

Article XI Health and Safety Rules

- 11.1 No stallions or proud-cut stallions are permitted. A stud colt born in the Eldorado Stables must be gelded no later than at the age of nine months, or it must leave the property.
- 11.2 There shall be a limit of four (4) equines per corral or stable.
- 11.3 The following diseases must be reported immediately to the Stable Committee and ECIA. Such diseases include:

African horse sickness
Equine rhinopneumonitis
Contagious equine metritis
Equine viral arteritis
Dourine
Glanders
Rabies
Easter, Western and Venezuelan equine
encephalomyelitis

Piroplasmiasis (babesiosis)
Epizootic and ulcerative lymphangitis
Rift valley fever
Equine infectious anemia
Vesticular stomatitis
Strangles
West Nile Virus

- 11.4 Horse owners shall maintain their area in a neat and clean manner, including walkways between corrals and the front and back of their corral. Walkways between corrals shall not be blocked in any way. Weeds on common areas are to be removed by the ECIA at least two times a year. Horse owners must remove weeds if the ECIA is unable to access the area to remove them, particularly around horse trailers parked outside the corral.
- 11.5 All manure shall be removed from corrals at least weekly. However, during the months of May through September manure shall be removed two (2) times a week to assist in reducing the fly problem and support the fly program. Manure is to be disposed of in the designated areas marked for disposal. Wire, string, cans or other debris of any kind should not be dumped in the manure berm. No manure, weeds or debris may be disposed of in the arroyo located on the west side of the Eldorado Stables or any other undesignated area.
- 11.6 All broken posts, gates and fencing flapping barn siding and flapping roofs shall be replaced or repaired within one month of being notified by the Stable Committee or ECIA.
- 11.7 If any equine appears to be neglected (lack of sufficient food, clean/fresh water, or medical attention or appears to be suffering from willful abuse or otherwise is in obvious ill health without proper care) the Stable Committee should hold a special meeting. If violation is agreed upon by a majority vote of the Stable Committee, the horse owner in violation shall be notified in writing, and an official report shall be made to the Board. If the owner is not willing to remedy the problem, he/she will be notified by phone and in writing of the impending action to notify County Animal Control and will have three days to reply. The findings of a veterinarian and Animal Control's recommendations must be adhered to. If the proper action is not taken by the owner, the owner will be requested to remove his/her equine immediately or within three working days (30 days or 6 month term will not apply).
- 11.8 Building materials such as extra boards, posts and wire should be stored in the barn. No materials shall be stored in stalls needed by horses for shelter.
- 11.9 Horse trailers may be parked in an individual's corral or designated areas, not in the roads. The ECIA will not take responsibility for personal property kept in the common areas.
- 11.10 Advertising signs such as "Horse or Barn for Sale" may be posted on the individual corrals or the bulletin board provided. The signs shall not exceed 12" X 18" . .
- 11.11 All equines outside their corral must be attended to by their owner in common areas. No equine may be tethered on a long line without the owner in attendance. No equines are allowed to run loose outside the corrals at any time.
- 11.12 Speed limit in the corral area is fifteen (10) miles per hour.
- 11.13 Riders will not be permitted to race, canter or lope their equines in the common area of the stables.

- 11.14 No equines may be stabled in an unfinished corral or barn or a corral or barn that needs repairs prior to occupancy.
- 11.15 Any emergencies (horse down with colic, injured, etc.) should be reported immediately to the owner. If the owner is not available, it must be reported to the Stable Committee and/or the Board. The Stable Committee will immediately try to find the owners and notify a veterinarian. All private and work phone numbers and names of veterinarians are to be kept on file by the Stable Committee
- 11.16 Horse owners who wish to incidentally teach riding, give horsemanship classes, train equines or otherwise engage in activities which are necessary or desirable for the safe enjoyment of equines on a part-time basis shall be allowed to do so.

In addition, any student who receives lessons or training must:

- (a) Sign a standard release form, which specifically releases the trainer/horse owner and the ECIA from any liability.
 - (b) Be an Eldorado resident or guest.
 - (c) Wear a helmet at all times.
 - (d) Be accompanied by the instructor during lessons in the arena and at all times while on Eldorado stable property.
- 11.17 In the event of an emergency situation, where the horse owner cannot be immediately contacted, and the situation concerns barns and fences which threaten the public and/or animal health and safety and/or need immediate attention, the Board or its designated agents (designated agents meaning two members of the Stable Committee and a qualified professional such as an electrician or plumber to make the necessary repairs) may enter the corral or stable of any horse owner in order to conduct such emergency repairs or maintenance as needed. The horse owner shall reimburse the ECIA for the cost of the emergency repairs within thirty (30) days of receipt of a written invoice.

Article XII Guest Horses

- 12.1 Prior to Guest horses being allowed at the ECIA Stables, a waiver shall be signed by the guest horse owner and provided to the General Manager (fax Number 505-466-4249). The waiver will release the ECIA and ECIA Horse Owner from any liability while a guest horse owner is visiting and using the ECIA stable facilities.
- 12.2 The ECIA Horse Owner shall be present the entire time the guest horse owner and horse are at the ECIA Stable area.
- 12.3 There will not be any over night stay by the guest horse, only day visits at the ECIA Stable.
- 12.4 Guest horses will be allowed to stay in the ECIA Horse Owner's corral during the day visit.

Article XIII Trainers

- 13.1 All trainers must register with the ECIA's General Manager and provide a copy of their Liability Policy that shall be for a minimum of \$1,000,000 (one million dollars.)
- 13.2 If the trainer brings his/her own horse to the ECIA Stable, the trainer shall provide to the General Manager the following documentation: (1) a current (within 30 days) health certificate (proof of veterinary check that equines are in good health and have no signs of communicable diseases); (2) a negative Coggins Test (within the last 12 months); (3) a completed Horse Registration Form (can

be obtained from the ECIA's Office); and (4) proof of liability insurance with the ECIA named as an additional insured.

Article XIV Additional Rules and Regulations

- 14.1 Additional rules and regulations may be established from time to time as needed. Suggestions for a new rule or regulation should be submitted in writing to the Stable Committee for review and notice of intent to change the rules and regulations must be given in writing by the ECIA Board to all horse owners with a notice of the meeting at which the rules and regulations will be acted upon.
- 14.2 Procedure for requesting a variance to Rules and Regulations:
- (a) Any horse owner requesting a variance must submit their request and reasons for the variance to the Stable Committee.
 - (b) The horse owner requesting the variance must attend the Committee Meeting where the variance request is read, so that he or she may answer questions regarding the variance request. The variance request must receive majority approval by the committee.
 - (c) Next, the ECIA Board liaison to the committee will present the request to the ECIA Board of Directors for review and approval. The vote of the Board is final.
 - (d) If the request is denied by the Stable Committee, the horse owner requesting a variance has the right to take the matter to the ECIA Board. The written request is given to the Board, along with the Stable Committee's reasons for denying the variance. The matter is then brought up at the Board's next public meeting, with the petitioner in attendance to state their case, and answer any questions.

Stable Inspection Process

1. Annual inspection will be scheduled in the second quarter of the calendar year, to allow barn owners to make any necessary repairs during warmer months. Horse owners will be informed of the inspection date in advance by the Committee, and may be present at the inspection of their own barn only. NOTE: no guarantee of when the stable will be inspected that day will be provided to the barn or horse owner(s). Follow-up inspections will take place later in the year, as determined mutually by the Stable Committee, the ECIA Staff Representative, and the ECIA Board Liaison.
2. Inspection team shall consist of the stable committee chair, one stable committee member, the ECIA Staff Representative, and the ECIA Board Liaison. A horse owner/member may be added at the stable committee chair's discretion.
3. Using the attached checklist, the inspection team will inspect each barn and corral. Agreed-upon comments or corrective actions will be written on the checklist.
4. Copies of inspections will be placed in each barn owner's tube. If there are corrective actions, the original will be mailed to the barn owner.
5. If the corrective action date passes, and no communication is received by the ECIA to resolve the issue in good faith, or the condition still exists, the ECIA may terminate a horse owner's right to the use and enjoyment of the Eldorado Stables in accordance with Article IV, or the issue can be resolved by mediation/arbitration in accordance with Article VIII.

Stable Amenity Inspection Checklist

Date of Inspection ___/___/___

Barn # _____

Barn Owner's Name _____

Barn Owner's Address# _____

Sharer/Co-owner(s) _____

Item	Met (Y/N)	Comment/Corrective Action	Date Required
Horse Health and Safety			
Stable and corral neat and clean (no trash or other hazards, no protrusions, no excessive manure, long standing water).			
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.			
Barn/corral/fence physical condition			
No sharp protrusions (nails, tin fence material) in corral area. No excessive weeds.			
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 fenceposts, wire is adequate and properly secured.			
Posts approximately 8' intervals, and in good repair.			
Fence height minimum of 5', and in good repair (no broken or excessively chewed rails).			
At least one gate of 12', pipe or sturdy wood.			
Shelter and space sufficient for all equines (120 square feet/equine). Equine shelter is 3 sided with roof.			
Barn in good repair (no excessively chewed wood, no big holes, no loose siding or roofs)			
All supplies and materials stowed in barn (exception wheelbarrows, and pipe fencing neatly tied to the outside of the corral).			
Barn number posted.			
One color used throughout for barn (trim or other decoration excluded).			
File Information Review			
Number of equines 4 or less; all equines owned by barn owner or sharer in one barn.			
Current liability insurance			
Applicable building permits			
Outstanding rule violations			
All assessments paid			
Other			