

# Eldorado Stable Amenity Rules

- I. Mission Statement†
- II. Overview
- III. Key Summary
- IV. Horse Welfare
- V. Barn Owner and Sharer Responsibilities
- VI. Stable Inspection
- VII. Trainers and Training Activities
- VIII. Termination of Barn Owner or Sharer Right to Use and Enjoy Eldorado Stables
- IX. Complaints and Disputes and Alternate Dispute Resolution
- X. Requesting a Waiver from These Rules
- XI. Selling and Purchasing a Barn
- XII. Water, Electric, Manure Management and Fly Predator Program Payment System
- XIII. Insurance
- XIV. Overall Roles and Responsibilities
- XV. Definitions
- XVI. Founding Legal Resolutions

Appendix I: Stable Charter

Appendix II: Eldorado Stables Barn Owner/Sharer New Horse/Barn Checklist

Appendix III: Stable Amenity Inspection Checklist

Appendix IV: Replacing or Remodeling a Barn

Appendix V: Reportable Horse Diseases

Appendix VI: New Horse Application Form

Appendix VII: Guest Horse Waiver

Appendix VIII: Waiver Request Form, Visitors and Riders

Appendix IX: Arena and Turnout Etiquette

Appendix X: Information Only: New Mexico Horse Council, Equine Liability Act

## **I. Mission Statement**

These rules are intended to protect and promote the Eldorado Stable Amenity and share its users' great affinity for this facility with all of Eldorado by agreeing to standards that emphasize community, pride in ownership, volunteering in some capacity, and our love of horses. These rules are agreed to by the majority of barn owners and the Eldorado Community Improvement Association (ECIA) Board. 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 stable community, with limited ECIA oversight.

# Eldorado Stable Amenity Rules

## 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 amenity, designated for equine-only use, is currently comprised of 36 barns housing up to 4 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, gates, and water system. The amenity is subject to the covenants and deeds of the ECIA. The barns and other structures for each stable are owned and maintained by the individual barn owners. Barn owners pay for manure removal, water, and the fly predator program.

The Eldorado Stable amenity is not a private boarding facility. For almost 30 years, barn owners have purchased individual barns and invested significant sums to maintain those buildings. There has been no on-site manager, with each barn owner responsible for the feeding, care, cleaning and maintenance of his or her horses 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 horses and our barns) and a promise to act as responsible and caring stable citizens.

Barn owners may share their space with a sharer (see XV Definitions) to maximize use of the facility but without realizing any commercial gain. Persons renting property in the community are also welcome to share a barn space, just as renters are welcome to use the other ECIA amenities, provided they submit proof of residency and equine liability insurance to the General Manager (GM).

These rules may be changed or updated as needed. Suggestions for changes or updates should be submitted in writing to the ECIA General Manager, ECIA Board Stable Liaison and the Stable Committee. The GM will direct the Stable Committee to then solicit input and feedback on the proposed change from the stable community. If a simple majority of the stable community supports the new rule, the Stable Committee will provide a change request in writing to the ECIA Board. The Board will send notice to all barn owners when the proposed change will be discussed and/or acted on at a regularly scheduled Board meeting.

# Eldorado Stable Amenity Rules

## III. Key Summary

### A. Equine Health

- Equine owners are solely responsible for the care and feeding of their own equines. Feeding or watering a horse without the owner's permission is prohibited.
- Barn owners and sharers must report immediately to the GM and Board Stable Liaison any diseases listed in Appendix V.
- Although each horse is solely the responsibility of its owner, barn owners and sharers are encouraged to report to the GM and Stable liaison any equine suffering from neglect due to lack of food, clean/fresh water, or medical attention. If an equine is reported in this condition, the GM will attempt to notify the owner and emergency contact. Either the GM or the reporting party can call Animal Control or the Livestock Board. The determination of Animal Control or the Livestock Board will be binding.

### B. Manure Management

- For barns with up to two horses, remove all manure from corral (muck), to an ECIA maintained manure pile 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.
- For barns with more than two horses, 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.
- Keep wire, string, or any other trash out of the common manure pile.
- Put out fly predator traps when notified by the volunteer team, and distribute fly predators per instructions as soon as possible after delivery to each barn.

### C. Barn and Corral Maintenance

- Maintain barn and fencing so that no hazard exists that may injure any equine. Examples of hazards include sharp edges, protruding nails, damaged wire fencing, flapping tarps and rotted posts.
- 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. See also Section VI.

### D. Arena and Round Pen Use

- Any arena use other than turnout must be shared use.

## Eldorado Stable Amenity Rules

- 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.
- Lower ring users can agree to share ring during lesson, riding, ground work or lunging. Turn-out in round pens is encouraged.
- 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 or 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.
- Move to a round pen or corral at the earliest convenience if doing ground or in-hand work with an equine in the lower arena, and a fellow barn owner or sharer is waiting to ride or turn-out.
- Owners must be in attendance during turn-out; the exception being owners of multiple horses making more than one trip for their horses' turn-out.
- Shut the gates (or otherwise secure them) on the arenas and round pens when entering or leaving.
- See Appendix IX for guidelines on arena use and turn-out.

### E. Common Areas

- When riding on roads and between barns, proceed at a gait slower than a canter or lope.
- Limit vehicle speed to 10 miles per hour or less. Equines always have the right of way at all times.
- Smoking is not permitted, even in vehicles.
- Horse handlers must be in attendance whenever a horse is outside the corral in the common areas, and no equine may be left untied or loose in common areas without a handler present.
- Always close horse gates on the perimeter fence after passing through.
- Close the main gate(s) during the following hours: 10 AM-4 PM, and 9 PM-6 AM.
- Comply with the ECIA Dog Policy and all other applicable ECIA policies while using the amenity. See [eldoradosf.org](http://eldoradosf.org) web site.

### F. Documentation

- Each barn owner and sharer shall keep contact information current, including stable roster information and the best e-mail address to receive communications from the Stable Committee; notify the Stable Committee of any changes or updates.
  - Annually provide proof of \$1,000,000 liability policy to the GM.
  - Submit a negative Coggins and Health Certificate to the

## Eldorado Stable Amenity Rules

GM prior to moving any new horse into the facility, or when a horse has travelled out of state.

- See New Horse Application Appendix VI.

### G. Disputes

- To the extent possible, discuss and resolve disputes with other barn owners and sharers informally and respectfully. If informal resolution is not possible, see the Alternate Dispute Resolution Process, Section IX, in these rules.

## IV. Horse Welfare

- A. There is a maximum of four (4) equines permitted per barn. Each horse is required to have 120 sq ft of shelter. Shelter is defined as three walls and a roof.
- B. Once a veterinarian diagnosis any of the diseases in the following table, the horse owner must immediately report this condition to the GM.
- 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
  - Easter, Western and Venezuelan equine encephalomyelitis
- C. Anyone who observes an equine in distress or other related emergency should call the owner first; if not reachable, call the emergency contact listed on the roster. Next call the GM and leave a message if the GM is not reachable. Next notify someone on the Stable Committee. If no contacts have been made, try to determine next reasonable steps which might include calling a veterinarian, live stock board, animal control, and fire or police departments.
- D. In the event of an emergency situation, e.g., water line leak, downed power line, downed fence, where the barn owner/sharer cannot be immediately

## Eldorado Stable Amenity Rules

contacted, the GM will arrange suitable professional emergency repair. The barn owner shall reimburse the ECIA for the cost of the emergency repairs. The GM or designees must make reasonable attempts to contact the barn owner/sharer prior to initiating repairs.

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

### **V. Barn Owner and Sharer Responsibilities**

- A. Wire, weeds, string, cans or other debris of any kind may not be dumped in manure piles. 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.
- B. 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.
- C. To maximize use of the amenity, all barns shall have at least one horse owned by the barn owner. Each sharer must own their horses. Each sharer must have written permission from the barn owner to share the corral and submit this annually to the GM.
- D. Do not block walkways between corrals. Horse trailers may be parked in an individual's corral or designated areas. The ECIA is not responsible for personal property kept in the common areas.
- E. 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".
- F. Riders 15 years old or younger must wear an ASTM standard F1163 rated helmet at all times when mounted. All other riders are encouraged to wear helmets.
- G. For guest horses, the Guest Horse Waiver (Appendix VII) will be signed by both the barn owner/sharer and guest, and then submitted to the GM prior to the guest horse arriving. Guest horses may stay in the Barn Owner's corral during the day; no overnight stays are allowed. Guest horses must be in good health and have a current negative Coggins.
- H. When replacing or remodeling a barn, follow all specifications for materials and buildings specified in Appendix IV: Replacing or Remodeling a Barn.

## Eldorado Stable Amenity Rules

- I. It is the barn owners and/or sharers responsibility to inform any contractor working for them of barn rules and policies, including 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.

### **VI. Stable Inspection**

- A. ECIA 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 GM will inform barn owners of the inspection date at least a month in advance via the ECIA website and stable email blast. Follow-up inspections to confirm compliance will be completed no later than 30 days.
- B. The inspection team shall consist of a stable committee member, the GM or designated ECIA Staff Representative, and the ECIA Board Liaison. To ensure transparency in evaluations, a barn owner may be added as an impartial observer. Barn owners may choose to or not to be present at their barn's inspection, and may observe but not interfere with their barn inspection.
- C. 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.
- D. The barn owner will receive a copy of his/her inspection report via US mail with a date by which any corrective actions identified will be addressed.
- E. Any barn owner who fails to correct inspection deficiencies will be officially notified two times by US mail. If the noncompliant stable owner fails to respond to the communications and fails to make any observable effort to correct the deficiencies, the GM may initiate loss of amenity privileges or Alternative Dispute Resolution (ADR) proceedings (Section IX).
- F. The GM, a member of the Stable Committee and the Stable liaison will inspect those areas of the Stable Amenity maintained by the ECIA as often as needed, or no less than four times a year. This consists of, but is not limited to, exterior property fencing, gates, round pens, arenas, roads, and manure pile locations.
- G. At any time the GM, upon observation of a material safety or health violation, will notify the owner and then may conduct a remedial inspection.

## Eldorado Stable Amenity Rules

### **VII. Trainers and Training Activities**

- A. Barn owners or sharers who pay for training must ensure proof of a trainer's Liability Policy in the amount of \$1,000,000 naming the ECIA as Additionally Insured is on file at the ECIA office before enlisting the services of the trainer.
- B. Any student who receives lessons or training on Eldorado community property must be an Eldorado resident or guest and have signed a waiver.

### **VIII. Termination of Barn Owner or Sharer Right to Use and Enjoy Eldorado Stables**

The right for use and enjoyment of the Eldorado Stables by a barn owner or sharer is subject to compliance with these rules. Barn owners have protectable property interests in their property within the amenity. However, their rights can be terminated under certain extreme conditions and after informal and formal legal due process has been given in accordance with these rules and New Mexico State law. Upon occurrence of any of the conditions or circumstances below, ECIA may initiate informal communications with the barn owner to seek termination of that barn owner's right to use and enjoyment of the common facilities.

If a Court terminates a barn owner or sharer rights after all due process, the barn owner will be compensated in accordance with the applicable court order. 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 such improvement is the property of the barn owner. The Association shall pay to the said barn owner fair and just compensation representing the fair market value of barn as determined by the GM in consultation with appropriate parties, documented and based on analogous real estate values and comparable sales in the area and near in time. Conditions or circumstances that may result in termination or possible suspension of stable common area privileges of a Barn Owner or Sharer's Right to Use and Enjoy Eldorado Stables include:

- A. When a barn owner is no longer a member of the association, does not meet the definition of a barn owner, or ceases to own or maintain a stable, corral or equines at the Eldorado Stables and fails to continue active efforts to sell the barn, and fails to maintain contact with the GM about the circumstances.
- B. When a sharer ceases to maintain equines at the Eldorado Stables, or no longer rents a home in Eldorado.

Should a barn owner or sharer wish to challenge the decision to terminate or the parties disagree as to the fair market value of a barn owner's improvements, such matters shall be resolved in accordance with Complaints and Disputes.

## Eldorado Stable Amenity Rules

### **IX. Complaints & Disputes & alternate Dispute Resolution**

ECIA and the Stable Community are committed to resolving all disputes informally whenever possible. On-going complaints exhaust the Eldorado community's limited administrative resources and are a black eye to our stable amenity. Formal legal proceedings are expensive to all parties and a burden to the state judicial system. When agreement cannot be reached, the GM and then the ECIA Board may be enlisted. If that proves unsuccessful, the Dispute Committee (A. and B. below) and next, the Alternative Dispute Resolution option must be exhausted prior to any formal legal process.

- A. Written complaints and issues shall first be brought to the GM with a copy to the Stable Liaison. The GM shall address all complaints within 14 days of receiving the complaint using the dispute committee. This time is subject to extension by the GM and the parties involved. The Stable Committee may be consulted.
- B. If the complainant does not accept the GM's resolution, the complainant may request submission and determination by an ad hoc Dispute Committee. The Dispute Committee is made up of the GM, the ECIA's Stable Liaison, a member of the Stable Committee, and two volunteer members of the Stable Community not involved in the dispute chosen by the Stable Committee Liaison.
- C. If the complainant does not accept the Dispute Committee's resolution, he/she may request informal mediation or arbitration (Alternative Dispute Resolution, or ADR). Note: Those issues in VIII, "Termination of Barn Owner or Sharer Right to Use and Enjoy Eldorado Stables" are excluded from this paragraph. An individual mutually acceptable to all parties, and who has experience in ADR, shall meet with all parties to facilitate the resolution of the dispute without the presence of legal representation. The ADR facilitator may conduct any recognized form of dispute resolution that suits the parties and situation. If the facilitator cannot resolve the dispute or if the parties cannot agree on a person, either party shall have the right to arbitrate this matter pursuant to the provisions of the New Mexico Uniform Arbitration Act 9. The distribution of the cost of the ADR facilitator will be determined by the ADR facilitator based on all reasonable considerations.
- D. The prevailing party in the arbitration may be entitled to recover its reasonable attorney's fees, any gross receipts tax there on, and related costs and expenses from the non-prevailing party, as determined by the arbitrator. All proceedings shall be conducted within the County of Santa Fe, State of New Mexico.

## Eldorado Stable Amenity Rules

### **X. Requesting a Waiver From These Rules**

- A. A barn owner or sharer requesting a waiver must submit their written request and reasons for the waiver to the GM with a copy to the Stable Committee.
- B. Waiver request should include name, address, phone numbers, e-mail address, barn number and names of horses involved along with a short description of circumstances and the particular Stable Rules involved.
- C. The GM, after obtaining a recommendation from the Stable Committee, will present the request to the ECIA Board of Directors for review at a scheduled public board meeting. The decision of the ECIA Board is final.

### **XI. Selling and Purchasing a Barn**

The Stable amenity is built out with the maximum number of barn spaces built and occupied. The ECIA General Manager (GM) will keep a waiting list of Eldorado homeowners in good standing wishing to purchase a barn space as one becomes available.

- A. When a barn owner decides to sell his/her barn, the owner will notify the Stable Committee and GM and make all reasonable efforts to sell the barn as soon as possible, taking into account market conditions and the owner's right to recoup the cost of the barn. If there are extenuating circumstances that prevent the barn from being sold within 90 days, the barn owner may request an extension.
- B. The barn owner will relocate his/her equines from the Eldorado amenity within 30 days after they are no longer an Eldorado property owner. The seller may obtain an extension if more time is required.
- C. Upon locating a purchaser, the barn owner must verify with the GM that the purchaser is an ECIA member in good standing, that the stable meets all inspection criteria and provide the purchaser with a copy of these rules. If the new barn owner does not meet the ECIA requirements or does not agree with the buyer to resolve any outstanding inspection issues, the barn sale will not be approved by the ECIA.
- D. If a barn owner leaves Eldorado and makes no arrangements for barn sale and/or horse removal, after 90 days, the GM may post a notice on that barn and, after mailing notice to the barn owner, proceed to ADR, at the barn owner's expense to obtain compliance with the requirement for selling the barn and moving the horses. Emergency actions may be taken immediately for abandoned horses.

## Eldorado Stable Amenity Rules

- E. As it is the ECIA's intent to maximize the use of the facility, the new barn owner shall move an equine in as soon as possible. The GM shall provide new barn owners and sharers with:
- New Horse Owner Checklist (Appendix II)
  - Current Stable Roster
  - New Horse Registration Form (Appendix VI)
  - Stable Rules and Regulations
  - Information on reimbursements to ECIA from barn owners for the costs associated with stable water, electricity, fly program, manure management and any other expenses
  - Names of Stable Committee Members
  - Any outstanding documented inspection issues associated with the new barn
  - Current entry code for each gate
- F. No barn owner may own more than one barn. No barn owner or sharer may keep horses at more than one barn, except for emergency conditions as agreed on by the GM and Stable Committee.

### **XII. Water, Electric, Manure Management and Fly Predator Program Payment System**

- A. ECIA is responsible to assure that continuous services and utilities are delivered to the amenity, to include but not limited to water, electricity, manure management and the Fly Predator Program, and will pay those costs up front.
- B. Barn owners will then reimburse the ECIA within 60 days of receipt of the annual billing sent via U.S. mail by ECIA. Individual barn water meters will be read in late December and the barn owner will be billed accordingly.
- C. The cost of manure management and fly predator programs will be totaled and divided equally between by the number of horses in residence. The GM and the liaison will create a volunteer committee to advise the GM on a fair billing policy for each calendar year. Barn owners are responsible to keep the GM, stable committee and this volunteer committee informed of his or her number of horses in residence. If this activity is not performed at a level suitable to the barn owners and the GM, the GM will charge each barn equally for these services.

### **XIII. Insurance**

Barn owners and sharers shall each carry and maintain in full force and in effect at their sole cost and expense liability insurance covering the owner's barn and horse owner's activities on the common Stable property, with limits of coverage not less than

## Eldorado Stable Amenity Rules

\$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 policy is provided to the ECIA.

Acceptable insurance includes:

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

### **XIV. Overall Roles and Responsibilities**

Stable Community:

- Enjoy your horses 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 Ad Hoc Stable Committee functions such as manure management, arena management, and fly predator program.
- All persons are expected to conduct themselves in a manner respectful of the rights of other stable community members or guests.
- When problems are encountered, please send all correspondence to the GM, Stable Liaison 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 ECIA Stable Amenity.

ECIA Staff: Upkeep of the common areas, i.e., harrowing the arenas, weed cutting, replace with handling manure removal and composting activities, installation and maintenance of speed limit signs. This includes weed removal in common areas (see Charter 7.0.1). The ECIA staff will also provide each barn with a number plaque to be displayed prominently on the fencing/post facing the road. Those corrals with a road on each side will display 2 signs.

Stable Committee: The Stable Committee is an approved committee established by the

## Eldorado Stable Amenity Rules

ECIA Board. See the Stable Charter in Appendix I.

Board Liaison: See Stable Charter

### **XV. Definitions**

**Alternative Dispute Resolution:** A process described herein for resolving disputes and required to be used prior to formal legal proceedings. See Section IX.

**Barn Owner (owner):** Property owner in Eldorado and an ECIA member in good standing.

**Ad Hoc Dispute Committee:** The ad hoc Dispute Committee is made up of the GM, the ECIA's Stable Liaison, a member of the Stable Committee, and two volunteer members of the Stable Community not involved in the dispute, chosen by the Stable Committee Liaison.

**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.

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

**General Manager (GM):** An individual hired by the ECIA Board to manage the Eldorado amenities.

**Sharer:** Property owner in Eldorado and an ECIA member in good standing, or rents in Eldorado from an ECIA member in good standing, with the home owner giving written permission to the sharer to use the stable amenity.

**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.

**Trainer:** A person who may or may not be an ECIA member who profits from the amenity by charging for lessons from ECIA barn owners/sharers. Trainers who charge must have \$1,000,000.00 of liability insurance on file with the GM.

**Guest:** A person who may or may not be an ECIA member who does not own or share a barn.

## Eldorado Stable Amenity Rules

### **XVI Founding Legal Resolutions**

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 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.~~

\_\_\_\_\_  
Stable Committee Chair

Date: \_\_\_\_\_

\_\_\_\_\_  
ECIA Board President

Date: \_\_\_\_\_

Approved by ECIA Board

Date: \_\_\_\_\_

**I have read and agree to abide by these rules.**

\_\_\_\_\_  
Barn Owner or Sharer

Date: \_\_\_\_\_

# Eldorado Stable Amenity Rules

## **Appendix I: Stable Charter**

**Approved by ECIA Board March 20, 2014**

### **Charter for the Eldorado Community Improvement Association, Inc. Stable Committee**

#### **1.0 Mission Statement**

The Stable Committee is to advise, assist, and recommend to the ECIA Board of Directors (Board) on matters related to the ECIA stable amenity. The Stable Committee represents the entire Stable Community (Barn Owners and Sharers) and brings to the Board any concerns, requests, or needs of the community. The Committee shall do so based on the members' collective judgment, balancing the needs of individual horse owners with the importance to the community at large.

(Sharer: Property owner in Eldorado and an ECIA member in good standing, or rents in Eldorado from an ECIA member in good standing, with the home owner giving written permission to the sharer to use the stable amenity.)

#### **2.0 Background Statement**

The purpose of this charter is to provide the foundation for establishing clear expectations and standards for the management of the ECIA stable amenity. This charter supplements the Eldorado Stable Rules and Regulations.

#### **3.0 Working Procedures**

The ECIA stable amenity consists of a small number of people - 36 barn owners and some barn sharers. Due to this small number, it is recognized that the pool of people to volunteer for committee activities is small. Additionally this small community has an active e-mail network for dissemination of information.

- The Stable Committee shall consist of committee chair and secretary, with an additional one to five members. The Stable Committee may function with just three members. A quorum is half of the voting members. Renters may be committee members but may not vote.
- Stable Committee members are nominated and elected by the stable committee, and are approved by the ECIA Board. Term limits are normally three years for members. The Stable Committee may re-nominate committee members if no one steps forward. The Committee shall vote for a chairperson and secretary annually.
- Unless specified, the committee operates under Robert's Rules of Order.

## Eldorado Stable Amenity Rules

- The committee will announce in advance and meet quarterly with additional meetings as deemed necessary.
- Stable Committee Working Procedures
  1. The business meeting times and place shall be published via stable email and provided to the ECIA to be published in the Vistas and on the ECIA website.
  2. The business meeting agenda shall be distributed via stable email to the Stable Community and the ECIA office.
  3. Stable Community members may add to the agenda and must be present at the meeting to discuss their agenda item.
  4. All Stable Committee meeting minutes shall follow the guidelines as set out in Robert's Rules of Order. Draft meeting minutes shall be provided via email to the Stable Community and ECIA office approximately two weeks after the meeting.
  5. Minutes from the previous meeting may be reviewed, revised and approved via email amongst the Stable Committee. The electronically approved minutes will be incorporated in the following business meeting as a point of record. All approved minutes will be sent to the ECIA office.
  6. Working meetings may be held as needed. Notice of working meetings shall be given to the Stable Community.
  7. Decisions are made by consensus. When formal voting is required, majority vote shall prevail. Each Stable Committee member shall have one vote. The Chairperson may only vote to decide a tie.
  8. See Stable Rules, Overview for procedures on how to change Stable Rules.

### **4.0 Level and Scope of Activities**

The Committee shall:

- Receive concerns from Barn Owners or Sharers related to or arising from the stable amenity.
- Submit budget recommendations and requests that support the mission and vision of the Eldorado Stable Community, and complement the Eldorado Community at large.
- Provide annual budget recommendations and requests for capital improvements and operating expenses to the General Manager, Board Liaison and Finance Committee.
- Sponsor an annual Community Outreach Event at the stable amenity.
- Support the 4th of July parade.
- Abide by the requirements for ECIA committees.

# Eldorado Stable Amenity Rules

## 5.0 Products and Reports Requirements

The Stable Committee shall:

- Provide final minutes of meetings to the ECIA office for posting on the ECIA website. It is the responsibility of the ECIA office to post the document.
- Provide an annual Stable Committee Report to the General Manager of the ECIA.
- Submit an updated stable charter bi-annually to the ECIA board for review and approval.

## 6.0 Committee Membership and Responsibility

- An excused absence may be granted by committee members when requested in advance or in emergency situations.
- Meetings may be held with fewer committee members than are required for a quorum but no voting may occur without a quorum.
- The Stable Committee chairperson shall:
  1. Lead the committee and coordinate its business.
  2. Ensure that an appropriate blend of experience, knowledge, skills and perspectives of the Stable Committee support its mission.
  3. Follow the Committee Chair Responsibilities cited in the ECIA Committee Roles and Responsibilities.
- Stable Committee Members shall:
  1. Attend at least 2 business meetings prior to being proposed as a member.
  2. Be Eldorado property owners in good standing, or renters of Eldorado property who is a member in good standing.
  3. Attend regularly scheduled working and business meetings.
  4. Abide by this charter and the stable amenity rules and regulations.
  5. Have demonstrated concern and care for equine well-being and the Stable Community.
  6. Commit to support the committee mission.
  7. By consensus of the Committee, bring value to the Committee and the community.
  8. Follow the Committee Member Responsibilities cited in the ECIA committee roles and Responsibilities.

# Eldorado Stable Amenity Rules

## 7.0 Recognition of ECIA Resources and Responsibilities

The Stable Committee, when appropriate and in response to community need, provides an interface between the ECIA and the Stable Community. The Stable Committee recognizes the following ECIA Resources and Responsibilities.

The ECIA shall:

- A. Be responsible for maintenance of all common areas at the Stables, including but not limited to:
  - 1. Support removal of manure piles as appropriate, compost manure in an approved area of the common grounds and remove compost at appropriate times.
  - 2. Keep weeds at less than six inches high, including walkway areas between corrals, removal all dead foliage, including trees, that increases the fire hazard.
  - 3. Provide for weekly harrowing of the upper arena, lower arena, round pens as needed, and other necessary maintenance of common areas, including fencing, gates, and lighting.
  - 4. Obtain bids for, and provide for maintenance of all capital improvements.
  - 5. Maintain stable area roads, including snow removal.
  - 6. Bill horse owners for manure removal, fly predators, and water.
  - 7. Maintain information for each barn owner and sharer, including insurance, horse information, and contact information.
  - 8. Maintain proof of insurance submitted for trainers.
- B. Designate a Board Liaison and an Alternate Liaison to the Stable Committee, who will attend all Stable Committee meetings.
- C. Provide security for the barn owners.
- D. Enforce the Stable Rules and Regulations.
- E. Make available the ECIA Community Center for working and business meetings as well as social events sponsored by the Stable Community.
- F. Supply administrative supplies such as paper, copies, and mailings.
- G. Consult on and provide approved budgeted capital improvements and operation expenses.
- H. Communicate in a timely manner with the Stable Community members and Stable Committee on all matters relating to the Stable amenity.

\_\_\_\_\_  
Stable Committee Chair

Date: \_\_\_\_\_

\_\_\_\_\_  
ECIA Board President

Date: \_\_\_\_\_

| Approved by ECIA Board

Date: \_\_\_\_\_

|

## Eldorado Stable Amenity Rules

### Appendix II: Eldorado Stables Barn Owner/Sharer New Horse/Barn Checklist

\_\_\_Barn owner is an ECIA Member in Good Standing; Sharer has provided a copy of the current property lease and owner's permission to use barn space. If sharer is a home owner, they are a Member in Good Standing.

\_\_\_Barn owner and any Sharer each have provided ECIA with proof of liability insurance in the amount of at least \$1,000,000, with the ECIA named as additional insured.

\_\_\_Barn owner and any Sharer have completed the New Horse Application Form Appendix VI for each horse.

\_\_\_For any new equines, barn owner and any sharer have provided ECIA with: Name of barn owner(s)/sharer(s), name/description of horse(s), emergency contact information including information about horse insurer if applicable, a copy of the new 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, and a copy of proof of negative Coggins Test valid within the last year.

\_\_\_ECIA has provided barn owner and sharer with a copy of the Eldorado Stable Rules.

\_\_\_ECIA has provided barn owner and sharer with names of Stable Committee members and a stable roster

\_\_\_ECIA has provided barn owner or sharer with any outstanding inspection issues associated with his or her barn and corral area.

\_\_\_ECIA has provided barn owner or sharer with entry code to main gate.

I, \_\_\_\_\_, agree to abide by the Eldorado Stables Rules, dated  
and amended as of \_\_\_\_\_.  
Date

\_\_\_\_\_  
Barn owner signature Date: \_\_\_\_\_

\_\_\_\_\_  
Sharer signature Date: \_\_\_\_\_

Received by ECIA office Date: \_\_\_\_\_

## Eldorado Stable Amenity Rules

### Appendix III: Amenity Inspection Checklist

<b>STABLE AMENITY INSPECTION CHECKLIST</b>			
Date of Inspection:	Barn #		
Barn Owner's Name:	Barn Owner's Phone #:		
Barn Owner's Address:	Sharer/Co-Owner:		
Item	Met Y/N	Comment/Correc tive Action	Date Required
<b>1. Horse Health and Safety</b>			
• 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 fence posts, 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 sq 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).			

## Eldorado Stable Amenity Rules

2. Barn number posted.			
3. One color used throughout for barn (trim or other decoration excluded).			
4. File Information Review			
<ul style="list-style-type: none"> <li>• Number of equines 4 or less; all equines owned by barn owner or sharer in one barn.</li> </ul>			
<ul style="list-style-type: none"> <li>• Current liability insurance</li> </ul>			
<ul style="list-style-type: none"> <li>• Applicable building permits</li> </ul>			
<ul style="list-style-type: none"> <li>• Outstanding rule violations</li> </ul>			
<ul style="list-style-type: none"> <li>• All assessments paid</li> </ul>			
Other			

## Eldorado Stable Amenity Rules

### 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.

## Eldorado Stable Amenity Rules

- 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.

## Eldorado Stable Amenity Rules

### **Appendix V: Reportable Horse Diseases**

- African horse sickness
- Piroplasmosis (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

## Eldorado Stable Amenity Rules

### Appendix VI: New Horse Application Form

<i>Owner Information:</i>	
<b>Full name:</b>	<b>Home phone:</b>
<b>Home address:</b>	<b>Cell phone:</b>
<b>Barn #</b>	<b>Home fax:</b>
<b>Own:                      Share:</b>	<b>Veterinarian:</b>
	<b>Total No. of Horses:</b>
	<b>Proof of Liability Insurance:</b>
<i>Horse Information:</i>	
<b>Name of Horse #1:</b>	<b>Additional Markings:</b>
<b>Breed:</b>	
<b>Gender:</b>	
<b>Color:</b>	
<b>Height:</b>	
<b>Age</b>	
<b>Name of Horse #2:</b>	<b>Additional Markings:</b>
<b>Breed:</b>	
<b>Gender:</b>	
<b>Color:</b>	
<b>Height:</b>	
<b>Age:</b>	
<b>Name of Horse #3:</b>	<b>Additional Markings:</b>
<b>Breed:</b>	
<b>Gender:</b>	
<b>Color:</b>	
<b>Height:</b>	
<b>Age</b>	
<b>Name of Horse #4:</b>	<b>Additional Markings:</b>
<b>Breed:</b>	
<b>Gender:</b>	
<b>Color:</b>	
<b>Height:</b>	

Eldorado Stable Amenity Rules

Age:	
------	--

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

**Signed:** \_\_\_\_\_ **Dated:** \_\_\_\_\_

Eldorado Stable Amenity Rules

**Appendix VII: Guest Horse Waiver**

**Stables Waiver and Release from Liability Form for Guest Horse**

To: ECIA General Manager

I, \_\_\_\_\_ do hereby indemnify holding harmless the ECIA, its staff and representatives from and against any and all liability arising out of visiting, riding and using the Eldorado Stable Facilities.

I am a guest of \_\_\_\_\_ who is a horse owner at

\_\_\_\_\_  
Address

Barn # \_\_\_\_\_

Owner of Guest Horse: \_\_\_\_\_

Address of Guest Horse Owner: \_\_\_\_\_

Name of Guest Horse: \_\_\_\_\_

Proof of Coggins Test Yes \_\_\_\_\_ No \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Guest

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Barn/Horse Owner

Eldorado Stable Amenity Rules

**Appendix VIII: General Waiver for Guest Riders and Visitors**

**Stables General Waiver and Release from Liability Form,  
For Guest Riders and Visitors**

To: ECIA General Manager

I, \_\_\_\_\_ do hereby indemnify holding harmless the ECIA, its staff and representatives from and against any and all liability arising out of visiting, riding and using the Eldorado Stable Facilities.

I am a guest of \_\_\_\_\_ who is a horse owner at

\_\_\_\_\_  
Address

Barn # \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Guest

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Barn/Horse Owner

## Eldorado Stable Amenity Rules

### Appendix IX: Arena and Turnout Etiquette

The following are practices to assure everyone's safety and enjoyment of the arenas. They are included here for the information and use of the Community.

- Please use the upper arena for riding, lunging, lessons and in-hand work.
- Please use the lower arena for riding, lunging, lessons and in-hand work **ONLY** when it is necessary for safety (fractious horse and/or inexperienced rider and/or ridiculous weather, etc.)
- If there is no one waiting or desiring to use either arena, then ride/work wherever!
- Both lower and upper arenas can be shared by riders, during lessons, lunging or ground work. All users should agree that shared activities are safe and practicable for everyone.
- Please be considerate of riders taking lessons (from approved trainers) in either arena. They may need to use the arena for up to one hour. (And they are paying for every minute of it!)
- If you can do hand work, lunging, riding or turnout in a round pen, please consider this option when the arenas are busy.
- If you can do hand work or lunging in your corral, please consider this option when the arenas are busy.
- Only the lower arena may be used for turn-out (defined as letting a horse run freely). Turn-out is not allowed in the upper arena.
- 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. No one waiting – turn-out as long as you wish. However, please leave the lower arena when someone else wishes to use it (assuming your horse(s) have been turned out 15 minutes or more.)
- Shut the gates (or otherwise secure them) on the arenas and round pens when entering or leaving. We don't want people or horses escaping or getting into trouble!

## Eldorado Stable Amenity Rules

Appendix: 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 nonequine group or club;
  - 6. equine racing;

## Eldorado Stable Amenity Rules

- 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.

## Eldorado Stable Amenity Rules

### 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.