



Yosemite Lakes Owners' Association

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EQUESTRIAN CENTER RULES AND REGULATIONS

EFFECTIVE IMMEDIATELY
02/11/08

Section 1: General Information and Requirements

- 1.1 The Equestrian Center, including the rental of stalls as described herein, is available to members, tenants (with written authorization of property owner), and their accompanied guests. The Association Office, on the basis of a waiting list and seniority list maintained by the Association, will assign placement of horses and feedlot assignments at the Equestrian Center.
- 1.2 A maximum of 3 stalls (maximum of 3 equine) may be assigned to a single owner. Equine are the only permissible animals to be kept in the center. Applicant must be a member in good standing. Good standing is defined as current in Association Dues, Aerobic fees, YSPUC bills and any other Association related fees.
- 1.3 For reference purposes, the stalls rented are referred to by the following description: barn stall, outside stall or outside double stall
- 1.4 Occupancy of the facilities may occur only after the following conditions are satisfied:
 - a. Owners shall sign a rental agreement and pay a refundable cleaning deposit fee of \$100 per stall at the Association Office prior to bringing a horse into the Center.
 - b. Owners must maintain current inoculations for, at minimum, east and west encephalitis, tetanus, influenza (4 way), West Nile and rabies. In addition, each horse is to be wormed regularly. This information must be reported to the Association in writing.
 - c. Owners must provide written verification of inoculations to the Association each year by owner in Spring and Fall.

- d. All horses must be treated humanely and maintained in a healthy condition. If horses are not treated humanely or maintained in a healthy condition, the Association has an obligation to contact Madera County Animal Control.
- 1.5 No stallions shall be allowed at the Equestrian Center. This includes young males. Certification of gelding for all males entering the Equestrian Center is required. Any foal belonging to a mare at the Center will be allowed to remain until weaned. Young male horses must be removed immediately after weaning.
- 1.6 Absolutely **NO SMOKING** inside the fenced area, including the arenas
- 1.7 **NO PETS** other than dogs are allowed in the barn area. Dogs must be on a leash at all times inside the fenced areas.
- 1.8 Horses that injure other horses in adjacent stalls may be removed from the Equestrian Center at the discretion of the Association.
- 1.9 Horseback riding is a dangerous sport. All riders ride at their own risk. The Equestrian Center Committee and the Association is not responsible for injuries incurred before, during, or after a ride, or in connection with the routine care of a horse.

Section 2: Stall Rental Requirements

- 2.1. The number of horses allowed is as follows:
 - a. Barn stall: No more than 1 horse per stall.
 - b. Outside single stall: No more than 1 horse per stall.
 - c. Outside double stall: No more than 2 horses per stall.
- 2.2. Each renter shall pay a monthly fee for each stall at the Equestrian Center. The fees are based on the size and description of the stall. The YLOA Board of Directors establishes these fees.
- 2.3. Rental fees are billed on a monthly basis; payment must be received within ten (10) days of billing or the account will be considered delinquent. Any account that is delinquent over sixty (60) days will lose the rented space and deposit. All Association fees and YSPUC charges must be current within 60 days, or rented space and deposit will be forfeited and the delinquent renter will be responsible for all unpaid rental charges and any other fees.
- 2.4 The Association assigns a stall using the seniority list or waiting list. All stall exchanges, permanent and temporary, must have prior approval from the Association and the Committee. Requests to exchange stall must be submitted in writing.

- 2.5 Each owner will pay a one hundred dollar (\$100.00) refundable cleaning deposit per stall to be refunded if the stall is left without damage and in clean condition. Normal wear and tear is expected. "Normal wear" does not include wood chewed by horses. A thirty (30) day written notice is required when a stall is being relinquished. It is the owners' responsibility to contact the Association office for inspection in order to obtain the refund. Owners have seven (7) calendar days in which to clean the stall from the date of the termination of the thirty (30) day notice.
- 2.6 If a horse is removed, sold, or dies the owner retains their stall and seniority rights for 90 days from the day of removal. Within 14 days of the removal, the renter must present a written letter of intent for the stall to the Association. If not received, refer to sec #2 and #4 of facility rental agreement. All rents are due as normal. The same 30 day written notice is required when a stall is being vacated.
- 2.7 When stalls become available, the Association will notify all current tenants of the Equestrian Center of the upcoming vacancy by either posting notice at the barn or mailing notice to all renters. A notice will be posted for ten (10) days or until the Association deems necessary. The stall will be available for exchange only to current boarders. Should none of the boarders wish to exchange their stall for the vacant stall, it will be offered to the next person on the waiting list. Any person on the waiting list must be current in Association Dues and YSPUC charges to obtain a stall or they will not be eligible for the stall and will be dropped to the bottom of the list.
- 2.8 Sub-leasing of stalls is not allowed. Leasing a horse from your stall is allowed on a temporary basis. The lessee must provide the same information to the Association as required by any other renter. Long-term leasing will require that the lessee of your horse be placed on the wait list for their own stall. The lessee has no long term right to your stall. If the renter decides to sell the horse and release the stall, the stall will be subject to the seniority list / exchange rule. Lessee is subject to the same rules and regulations governing the renter of the stall. Renter on file for the stall is responsible for their lessee / guest.
- 2.9 The quarantine pen is for sick or injured horses. Notification is to be given to the Association or the Committee before a horse is moved into this stall, or within 24 hours in the case of injury or emergency. The length of the stay in the quarantine stall will be on a case-by-case basis and shall be determined between the boarder and the Association office. Use quarantine pen at owner's own risk. Move horse back to regular stall as soon as possible

Section 3: General Maintenance and Operation

- 3.1 Hay and other feed must be stored only in designated feedlot areas (assigned by the Association), and only by persons whose horses are housed at the Equestrian Center. Access to stalls and feeding areas in the barn must not be impeded. Hay shall be stored at a maximum of 8 bales high and 4 bales wide, and 4 feet from sidewalls and stalls. The current amount per family is two (2) tons in a 4x4x8 area. All grain and cubes must be kept in storage containers with lids. If an empty feedlot is available, it may be used for temporary storage on a seniority basis if approved by the Committee, but upon entrance to the Center of a new horse, the feedlot will be made available to the new boarder and all items must be removed within 24 hours.
- 3.2 Use of another owner's equipment or feed is prohibited. Owners may not feed the horses of another without the express written authorization of owner to do so. Unauthorized use of another owners' feed may result in eviction from the Equestrian Center.
- 3.3 All exterior gates are to remain closed at all times, except when in use.
- 3.4 The barn door and inside stall doors shall be kept closed, but not locked.
- 3.5 The turnout arena shall be used for turnout and riding purposes only on a first come, first serve basis. Consideration should be given to others waiting to use the arena. Riding horses take precedence. Horses will not be left unattended in the turnout arena or left in the turnout pen for more than 30 minutes, unless there is no one waiting for the pen. All arenas and holding pens are to be cleaned if necessary after use. Sprinkle arenas with water before using them. Do not feed horses in the arenas. Owners shall keep their horses under control at all times. Owners are solely responsible for damage or injury caused by their horses
- 3.6 All stalls and paddocks are to be maintained in a condition satisfactory to the Association, managed by the Committee. Muck must be removed on a regular basis and dumped in the designated area. Inspections by the Committee will be done on a regular basis. If the stall is found to be in ill-repair, or not being cleaned on a regular basis, the renter will be notified by the Committee. The renter is responsible for any damage, other than normal wear and tear. If the renter does not make noted repairs in seven (7) days (two (2) days for cleaning), the repairs will be made and the renter will be billed. The rate is material costs plus \$20 per hour labor which will be added to the next month's rent.
- 3.7 The Committee will approve all stall alterations. An alteration request form is available at the barn with approved alterations and a schedule of costs for the improvements. If the renter

does not want to pay for the alterations to be done for them by the Committee, they must get approval from the Committee to make the alterations themselves. Specific guidelines will be provided and approved materials must be used.

- 3.8 Tack rooms shall be kept locked, and will be cleaned on a regular basis. Tack Room space is limited so tack & supplies must be limited. Please do not store items that are not used frequently. Each boarder has the right to store his or her tack in either of the two tack rooms.
- 3.9 Each boarder is responsible for daily barn clean up. Names will be posted for a weekly rotation of boarders to clean the barn by seniority. A list of duties that need to be completed will also be posted. If you are unable to perform the tasks during your week you must arrange with another boarder to take the duty during your week.

Section 4: Miscellaneous Items

- 4.1 **INSURANCE**: Upon receipt of written notice, a person renting a stall at the Equestrian Center may be required to carry insurance, at the discretion of the Committee and Association. The Board of Directors may request proof of insurance at any time.
- 4.2 A Code of Conduct has been adopted. It is posted in the barn.
- 4.3 Violation of these rules and regulations constitutes a breach of the rental agreement. Disciplinary action ranges from monetary fines (to be set by the Board of Directors), Equestrian Center “community service” or expulsion from the Equestrian Center, to be determined by the Association on a case-by-case basis.
- 4.4 Rules should be read and reviewed by the Committee on an annual basis. Rules and regulations can be changed at any time at the discretion and agreement of the Committee, approved by the Association. Renters will be notified of any changes in the next months regularly scheduled meeting.
- 4.5 As our Charter promotes education, awareness, and safety for all of our riders and horses, ongoing training is encouraged. Various clinics and shows are held throughout the year for both enjoyment and education. Local trainers may be invited to assist in education and training. They are subject to all the same rules, regulations, and code of conduct. All trainers must fill out, and have on file at the Association Office, a hold harmless waiver and a copy of their insurance. The Committee and the Association have these available. Professional full time training as a boarder, member or guest is not allowed. The Equestrian Center is intended as an amenity for our home owners, renters, and their guests for pleasure and is not a training facility.

**EQUESTRIAN CENTER
LIST OF FEES**

SINGLE STALL\$65.00

DOUBLE STALL\$130.00

DEPOSIT (PER STALL).....\$100.00

MAINTENANCE FEES

(MATERIALS)+(\$20 PER HOUR)