

**BARN
REGULATIONS and PROCEDURES
OF
RED MOUNTAIN SUBDIVISION**

The following Regulations and Procedures are to be followed by all users of the Barn and Pasture Facility that is part of the common area of Red Mountain Owners, Inc., is also commonly referenced as the Red Mountain Homeowners Association. They are provided to insure the safety, pleasure, security, and well being of you, your horse and others using the facility.

DEFINITIONS

1. **“Association”** shall mean and refer to Red Mountain Owners, Inc.
2. **“Common Area”** shall mean all real property owned or leased by the Association for the common use and enjoyment of the Members as provided in the Declaration of Covenants, Conditions and Restrictions.
3. **“Member”** shall mean and refer to the recorded lot owner(s), whether one or more persons or entities, of the fee simple title to any real property restricted to the Declaration of Covenants, Conditions and Restrictions of Red Mountain Owners, Inc.
4. **“Barn”** shall mean and refer to both the barn and pastures of Red Mountain Owners, Inc.
5. **“Owner”** shall mean and refer to a Member and or an approved Non-Member who is provided occupancy at the Barn. Non-Members will be considered under these said rules the same as Members unless otherwise stated.
6. **“Board”** means the Executive body designated in the Declaration of Covenants, Conditions and Restrictions of Red Mountain Owners, Inc. to act on behalf of the Association, and/or a designated authority approved by the Board

MANAGEMENT

The Board of Red Mountain Homeowners Association retains all Management rights of the Barn. The Board is expressly responsible for maintaining and amending these Procedures and Regulations.

The Board reserves the right to hire an independent entity to manage the Barn on their behalf. If so, the entity shall do so under acceptance of these said rules and any additional contractual agreements with the Board.

OCCUPANCY and FACILITY USERS

Section 1. Livestock Allowed

1. The use of the Barn shall be limited to the boarding and grazing of horses.
2. No other livestock will be allowed occupancy whether full or part time under any circumstance.
3. No stallions will be granted boarding privileges.

Section 2. Approved Users

1. The Barn shall be made available to any Member of the Association that is in good standing as described within the Association's By-laws, and the Declaration of Covenants, Conditions and Restrictions of Red Mountain Owners, Inc., remain in full compliance to the Barn Rules, and any other rules governing the Common Areas, and any additional contractual agreements with the Board. All Members must sign ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY before they shall be permitted to use the facilities.
2. Use of the Barn may be extended to Non-Members of the Association upon approval of the Board and the Non-Members agree to compliance of these said rules and any additional contractual agreements with the Board. Non-Members will be limited to the use of the Barn area and not to other Common Areas. All Non-Members must sign ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY before they shall be permitted to use the facilities. In the event the Barn is at full capacity and a Member of the Association is interested in boarding a second horse or is a new boarder; the last Non-Member given privileges shall be given no less than 30 days notice to evict the premises.
3. Guests of Approved Users may bring their horse onto the premises under the following conditions; they must adhere to these Regulations and Procedures, and sign the ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY, and present current negative Coggins Test Results to the Board before they shall be permitted onto the property. Guests must be accompanied by an approved user while on the premises. Guests are not allowed overnight stays.

Section 3. Occupancy

1. Each Member shall be limited to a maximum of two (2) horses. A waiver maybe granted to an Owner under certain circumstances and with the express written approval of the Board. The approval must contain reasons for such wavier and include information regarding the intended expiration date of such wavier.
2. The maximum number of horses in aggregate shall not exceed ten (10). A waiver maybe granted to an Owner under certain circumstances and with the express written approval of the Board. The approval must contain reasons for such wavier and include information regarding the intended expiration date of such wavier.
3. Proof of ownership for each horse boarded must be presented to the Board. Only original documents will be accepted. Copies shall be furnished by the owner(s) which will be retained by the Association's Secretary for as long as the horse is boarded.
4. Each stall may be occupied by a single horse. In the event of a pending birth temporary arrangements may be made with written approval of the Board. See Sections 3:1 and 3:2 above for possible waivers.

COGGINS TEST and IMMUNIZATIONS

Section 1. Coggins Tests.

1. Current and Annual results of Coggins Tests must be presented to the Board for each horse.
2. For new horses the results of a Coggins Test must be negative and the test must have been taken within the last 6 months prior to the intended date of occupancy.

Section 2. Immunizations

1. The required immunizations are, but may not be limited to; Tetanus, Rabies, Encephalomyelitis (sleeping sickness) and regular worming.
2. Influenza vaccinations are highly recommended if horse will be exposed to other horses outside (shows, trail riding etc.) the Red Mountain Barn.
3. Proof of all required immunizations must be current and presented to the Board for each horse.

Section 3. Records Retention

1. Original documentation of Coggins Tests and Immunizations must be presented to the Board. Copies shall be furnished by the Owner at time of presentation which will be retained by the Board for as long as the horse is boarded.
2. Records of Coggins Tests and Immunizations shall be made available for review by any horse Owner presently boarding a horse(s) at the Barn under supervision of the Association's Secretary or designated (by the Board) authority. Copies of such records may not be made nor be provided without written permission from the horse's Owner.
3. In the event the results of Coggins Tests are positive the risk to other horses must be assessed by the Board. The Board may consult the other horse Owner(s), licensed veterinarian or other recognized authority to determine risk of continued boarding.

BOARDING FEES and ADDITIONAL CHARGES

Section 1. Boarding Fees

1. Fees shall be assessed on a per horse basis and the amount will be determined by the Board.
2. Fees shall be assessed monthly or any part thereof, and due on the fifteenth (15th) of each month.
3. Fees shall be sent to the Association's management company or other Board approved entity.
4. Fees 10 days or more overdue will be assessed a penalty of 10% per month thereafter until all boarding fees and penalties due are paid in full.

Section 2. Damage Fees

1. All damage must be reported to the Board as soon as possible. Owners are responsible for any damages their horse(s) cause to the barn, fences or any other part of the Common Area. The repairs must be completed in a timely manner to a satisfactory condition that is as good or better condition just prior to the time the damage occurred. Repairs and billing can be arranged or will be charged if not repaired.
2. Horses that crib or chew wood may be required to wear a cribbing strap or muzzle.

OWNERS DUTIES and RESPONSIBILITIES

1. Smoking is prohibited within 20 feet of the barn.
2. No Dogs are permitted at the facility.
3. The Owner is responsible for every aspect of their horse(s) care: feeding, grooming, watering, exercise and turn out, etc.
4. Horses are to be grazed only in designated pastures.
5. Riding and exercise rinks are to be used for only such purposes.
6. All stalls are to be cleaned daily and manure placed in designated area.
7. Wash stall must be cleaned after each use.
8. Each Owner is responsible for cleaning up their horses manure outside the pastures and within the common areas of the Barn. i.e. aisle, riding rink etc.
9. Horses **MUST** be on a lead at all times unless secured within a pasture or stall.
10. Horses **MUST** wear halters at all times except when being ridden or stalled.

11. Horses that cannot be controlled or exhibit dangerous tendencies shall be removed from the facility permanently for the safety of the other horses and the safety of others.
12. Tack kept within the Barn will be limited to one saddle per horse. Miscellaneous tack equipment should be kept to a minimum.
13. The tack room should be kept locked for the security of all property stored.
14. Keep all gates closed and securely latched.
15. All keys shall be returned to the Board upon permanent removal of a horse(s).
16. Every Owner has the responsibility to clean up after him or herself. Such things like sweeping the aisle, trash cans, locking doors, turning out lights, turning off water and in general keeping everything neat, clean, safe and pleasant for everyone.
17. Last one leaving the barn must turn off lights, secure windows, and close and lock tack and feed rooms.
18. All children under the age of 15 must have a parent, adult sibling, hired trainer or guardian present with them at all times while at the Barn.
19. Each Owner and any member of their family or guests shall conduct themselves in a professional and courteous manner; use of abusive language is strictly prohibited.
20. Any injury, accident or damage must be reported immediately to a representative of the Board of Red Mountain.
21. The Owner may handle ONLY their animal. DO NOT ride, feed or otherwise disturb an animal that is not yours without the express written permission of the owner.
22. The Owner may not make any alterations (hooks, signs, racks, pictures, etc.) to the barn or stalls without permission of the Board.

PENALTIES

The Board reserves the right to imply Penalties to any Owner who is not in compliance with these Regulations and Procedures. In its discretion the Board may impose any of the following;

1. A meeting with the Board or a representative of the Board to discuss the possibility of any infraction.
2. A written warning of the infraction or misconduct.
3. Impose a \$100.00 fee per infraction.
4. Eviction from the use of the Barn either on a temporary or permanent basis.

The Board is not required to follow any particular procedure and the penalty will be assessed based on a case-by-case basis and depending on the severity of the conduct or infraction. In any event, Owner's receipt of a notice of a third infraction of the Regulations and Procedures will result in eviction from the premises.

Should the Board have to hire the assistance of counsel to enforce the Penalties or any provisions of the Regulations and Procedures, the Board shall be reimbursed all costs and attorney's fees.

EQUINE LIABILITY ACT

WARNING: “Under North Carolina law, an equine activity sponsor or equine professional is not liable for an injury to or the death of a participant in equine activities resulting exclusively from the inherent risks of equine activities. Chapter 99E of the North Carolina General Statutes.”

CERTIFICATION

These here Barn Regulations and Procedures shall amend all previous versions and are adopted in witness whereof, we, being the Officers of Red Mountain Owners, Inc. Executive Board, have hereunto set our hands this _____ day of _____, 2010.

President

Vice President

Treasurer

Secretary

Signature & Title of Fifth Officer