

Springs Operating Policy No. 8 Stable Facility

Approved by Board 3-15-00 Revised by Security Committee 4-00

The Springs stable facility is operated as a co-op and is supported in part by those owner/resident's who use the facility. The property owner's account with the SCA must be current at all times in order to use the stables. Daily maintenance of stalls and paddocks and care of animals is the responsibility of each individual horse owner.

Smoking is strictly prohibited in the stable buildings and stall areas.

All stalls and paddocks are assigned to the stable users on a space-available basis. Two horses per property can be accepted. The SCA Business Office maintains a waiting list. When a vacancy occurs the names on the waiting list, in the chronological order received, will be contacted. Property owners will be given priority over tenants. Those who choose to remain on the list but not to reserve a stall will be moved to the end of the list.

Reservations cannot be accepted if the property owner's SCA account is delinquent. Stalls and paddocks may not be sublet. No stallions over the age of 12 months are allowed.

Florida Statute 773 – Equine Activities shall apply and must be adhered to.

An SCA Equine Release form, the results of a current negative Coggins test (which must be updated annually), and a completed registration form for each horse stabled, must be submitted to the SCA business office at time of registration and prior to use of the stable. Each stable user must submit a current Certificate of Liability Insurance in the minimum amount of \$500,000 stating coverage and naming the SCA as an additional insured. This statement must be updated annually and sent to the SCA directly from the carrier. Liability coverage must be maintained at all times.

The stall/paddock rental fee is billed quarterly and due on the 1st of each quarter. A late fee will be assessed on the 10th of each month if the quarterly fee is not paid. The first payment is required at the time of registration. If a payment is not made when due, animals may be removed at the owner's expense.

Additionally, a security deposit is required at registration. This deposit will be refunded after the facility is inspected, any necessary repairs and/or clean up is performed, all rental fees are paid, and the user's account is cleared or current. It is the animal owner's responsibility to thoroughly inspect their stall and paddock when first reserved and to notify the SCA Business Office in writing of any damage noted. Any damage not noted at this time will be assumed to have been caused by and the responsibility of the user. The owner/resident must submit a 30-day written notice to the SCA Business Office prior to vacating his/her reserved stall/paddock. The owner/resident is responsible for the rent through the 30-day notice.

All fees and deposits mentioned in this policy are set forth in the current SCA schedule of fees

Riding lessons are prohibited in the Springs for monetary compensation.

The SCA or its agents may request that any animal be removed, at the owner's expense, from this facility, if deemed necessary.

Springs Operating Policy No. 8
Stable Facility
Addendums

Addendum approved by the SCA Board of Directors July 17, 2002:

- Stable fee if \$100.00 per month, funds to be allocated for use in the stables, effective January 1, 2003
- Each resident who has a stall must have a horse with proof of insurance and a negative Coggins test to be provided to management
- Maximum one stall to each residential household
- Should a resident have a stall, a 90-day time period will be allowed for the purchase of a horse with proper paper work turned into the business office
- Rental fees will begin at the time a resident takes possession of the stall (with or without a horse)
- Residents who are not in compliance shall be subject to eviction

Addendum approved by the SCA Board of Directors on August 4, 2004:

- One stall per household may be rented with special exceptions according to the following guidelines. If a stall becomes empty, first everyone on the waiting list be contacted. If no one on the waiting list desires or can rent a stall at that time then they go back to the list of current stall renters to see if someone wants a second one. At that time if this person does want one and puts application in for a second stall special exception may be granted to follow the same rules of rental in perpetuity as set forth in policy 8.

THE SPRINGS COMMUNITY ASSOCIATION STABLE INDEMNITY & HOLD-HARMLESS AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2001, between _____, (hereinafter referred to as User) of _____, and THE SPRINGS COMMUNITY ASSOCIATION, (hereinafter referred to as SCA), a Florida Not-For-Profit Corporation.

W I T N E S S E T H:

WHEREAS, the User and members of his/her household own property in The Springs and/or reside therein; and

WHEREAS, the User and members of his/her household are desirous of using the Springs Stables, formerly owned and operated by SCA as a general amenity for members of SCA (hereinafter referred to as the Stables); and

WHEREAS, the Board of Directors of the SCA has deemed it necessary to restrict the use of the Stables only to those members who have executed this Indemnity & Hold-Harmless Agreement;

NOW, THEREFORE, for and in consideration of the USER and the members of his/her household being permitted to use the Stables, and other good and valuable consideration, the undersigned mutually agree and covenant as follows:

1. The User, individually and for and on behalf of all of its representatives who shall make any use of the Stables owned by SCA, hereby agrees to indemnify and hold harmless the SCA and all members of the SCA, as well as their agents and employees, from and against any and all claims for bodily injury, death, or property damage, to include loss of use thereof, as well as costs, expenses and attorneys fees, arising out of said use of the Stables.

2. The User further agrees to obtain and maintain in force, at all times any use of the Stables is made, a special risk liability insurance policy in the amount of \$500,000, naming SCA as a named insured, and insuring SCA against all claims set forth in Paragraph 1 above, in a form and with a carrier acceptable to SCA. Further, the User shall provide SCA a copy of said policy at the time of execution of this Agreement, as well as any changes which shall be made in said policy from time to time.

3. Failure of the User to provide or maintain said insurance coverage shall be cause for immediate suspension of User's use of the Stables and immediate removal of User's property, including any horses, from the Stables, at User's expense. All such costs for removal shall constitute a lien against said property in favor of SCA. SCA is hereby granted specific authority to dispose of such removed property, including horses, at either a public or private sale conducted in a commercially reasonable manner five (5) days after notice of the time and place of sale to User by certified mail, return receipt requested, at the address set forth below. Any purchaser of said property shall constitute a bona fide purchaser and shall take free and clear title to said property, superior to any claims by User or members of his/her household.

4. Wherever the term "User" appears in this Agreement, it is understood to and shall mean the property owner who is a member of SCA, as well as the members of his/her household entitled to use the Stables, by virtue of his/her residence in said household, as well as any guest of the User or of a member of his/her household.

5. Venue of any action arising out of this Agreement shall lie in Seminole County, Florida.

6. Should any legal action be required to enforce this Agreement, to include any legal actions under Paragraph 1 hereof, it is specifically agreed that SCA shall be entitled to and shall recover from the User any and all attorneys fees and costs of said action, regardless of the outcome of said action.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above-written.

**User _____
Address _____**

**The Springs Community Association
By: _____
General Manager**

**THE SPRINGS COMMUNITY ASSOCIATION
STABLE USER
RULES & REGULATIONS**

- 1. All stalls are assigned on a space-available basis. If you want to move to another stall, arrangements must be made through the Springs Business Office.**
- 2. Stalls are billed quarterly, at the rate of \$100 per month. The first payment is required at the time of stall assignment.**
- 3. Payment of fees provides board only. Maintenance of stalls and care of animals are the responsibility of each owner.**
- 4. Periodic veterinary and farrier services MUST be received by all horses kept at the Springs Stables with the following schedule:**
 - a. Worming: Every 3 Months**
 - b. Vaccination: Spring & Fall**
 - c. Farrier Svc: Every 6 – 8 Wks**

A copy of current Coggins test results must be provided to the SCA Office.

- 5. A current Certificate of Insurance in the amount of \$500,000, stating coverage for each horse stabled at the Facility, must be provided to the Office.**
- 6. This is your Facility. The Stables are a co-op. Please be responsible for your animal and considerate of others. Upon a majority vote of the Users, Management may request that your animal be removed from this Facility.**

THE SPRINGS STABLES RULES OF USE

The Springs Stables are common property of the Association, and all members have the right to visit the facility. However, specific reservations are held for those residents who have registered their animals at The Springs Business Office in accordance with Springs Operating Policy Number 8. Said occupants and their guests may utilize the Facility, subject to these Rules Of Use. This is a pleasure-horse Facility, for the recreation of registered occupants and their guests. Animal owners are not permitted to rent horses for a fee or abuse guest privileges, due to potential liability to the Association and its membership.

FACILITY

Stalls and paddocks are assigned to each horse. Care of animals and general maintenance of stalls and paddocks is the responsibility of each individual owner. All storage areas, tack room, feed room and sawdust room are assigned, and each occupant is responsible for ensuring that personal items are stored safely and securely within their assigned space. These items are the private property of that occupant, and are not to be utilized without specific permission of the property owner. Lost and found items should be reported to Security and/ or The Springs Business Office.

Common property available for use by registered occupants only includes the detached storage shed and its contents, the 4'x6' area of the tack room designated as "common" and its contents, the breezeway and restroom. Improvements or additions to the facility must be approved by the SCA, and will become common property of the Association, unless specific written exception is given by the Association.

Stall, paddock and riding ring gates must be kept closed at all times, as a safety and maintenance consideration. Metal gates stretch when hanging loose, putting undo strain upon the fences and hinges. Open stall doors are a safety hazard for both horses and people. Likewise, storage room doors should be closed and relocked after each use.

Animals are not permitted to be loose in the area, and must be tethered at all times, when not confined to stalls or paddocks.

MAINTENANCE

Springs Maintenance personnel generally address the Stables/RV area on Thursday morning of each week for general maintenance needs, including cleaning and restocking the restroom, weedeating and mowing the paddock areas. Paddocks should be vacant Thursday morning. Otherwise, they will be mowed the following week. If changes in schedule are necessary, Maintenance will place a notice on the bulletin board.

Stalls are to be cleaned daily. All manure is to be removed and dumped to the back of the manure pile. There is no one to clean up after you or your horse except you. This means in and around the barns and in the tack and feed rooms. If you spill feed, clean your horse, drop hay or knock someone's things over, please clean it up.

If an animal's actions result in damage to the Facility, the owner is responsible for proper repairs. Advise The Springs Business Office of such damage and other general repairs, which may be needed. Do not ignore an unsafe situation, which may injure an animal or person. Store jumping barrels and posts neatly in the rack provided for this purpose. Each person utilizing the riding ring for any purpose is responsible for returning it to a safe condition for the next person. A drag is provided at the side of the ring for this purpose. The actions of delivery personnel servicing the Stable occupants will be the responsibility of the animal owner or owner authorizing said delivery.

SECURITY

Security personnel patrol the Stables/RV area regularly, and are responsible for turning on and off the Security lights at dusk and dawn, respectively. If you will be away, please make certain that Security is aware of whom to contact, in the event of an emergency concerning your animal.