

**Jimmerson Shores Co-Op
Golf Cart Policy**

The Board of Directors of the Jimmerson Shores Co-Op (“JSC”) hereby adopts this Golf Cart Policy, to be effective on August 13, 2016 (the “Policy”). This Policy shall be part of JSC’s rules and regulations. In the event of a conflict between the terms of this Policy and the terms of other JSC rules and regulations, the terms of this Policy shall apply.

Policy Statement:

In an effort to allow the use of golf carts within the JSC community while attempting to promote safety, the following policy has been established for all lessees who wish to operate golf carts. While JSC does not advocate or endorse the operation of golf carts on its streets and common grounds, it will, however, permit the use of golf carts on the private streets and common grounds owned by JSC in accordance with this Policy. Compliance with this Policy does not guarantee compliance with local, state or federal law and lessees are advised to investigate all other applicable laws and regulations.

In order to assist in providing safety for everyone in the JSC community, the following registration requirements and rules have been established. Anyone qualified to own and operate a golf cart must be observant of, and attentive to, the safety of themselves and others including their passengers, other motorists, bicyclists, and pedestrians. Everyone who operates or rides in golf carts on the streets and common grounds within JSC does so at their own risk. JSC and its lessees assume no liability for permitting golf carts to be operated on the streets and common grounds.

Qualification:

1. Any JSC lessee is qualified to apply for registration to own and operate one golf cart on JSC streets and common grounds.
2. Gas or electric golf carts are acceptable.

Registration:

1. A registration form and a release of liability and indemnification agreement (the “Registration Form”) must be completed by the qualified JSC lessee who intends to use a golf cart on the private streets and common grounds within the JSC community. Only the lessee of record of property within JSC shall be entitled to register a golf cart in accordance with this Policy.
2. **Each lessee shall pay a \$10 annual fee to JSC for a registration sticker which must be applied to the golf cart. The fee is due on or before June 1 of each year, beginning in 2017.**
3. Upon receipt of the completed Registration Form and compliance with the requirements of this Policy, each registered golf cart must display in contrasting color their Lot # four (4) inches tall on both sides of cart. The lot number must be prominently displayed on the golf cart at all times.
4. At the time of registration, the lessee must provide a certificate of insurance establishing that the operation of the golf cart is covered by a liability insurance policy with a combined single limit of at least \$100,000 per occurrence for bodily personal injury, including death and property damage coverage. The lessee covenants and agrees to maintain this coverage as long as the golf cart is operated within JSC. **The lessee must provide proof of continued coverage each year with payment of the lessee’s annual registration fee prior to receiving a registration sticker.**

5. The registered lessee shall be responsible for all loss, damage, injury, claims and other liability resulting from the use of the golf cart within the JSC community, regardless of who may be operating the golf cart at the time the damage, loss or injury occurs.

Rules:

1. The registered lessee and/or their children age 21 and above must be on the golf cart at all times when operating within JSC community.
2. *To operate a golf cart in the JSC community, the driver must be 16 years of age or over and have a valid driver's license. Rule #1 also applies.*
3. Golf carts may only be driven on JSC streets and common grounds; provided, however, golf carts are prohibited from the playground. Do not drive carts on other lessee's yards unless given specific approval to do so.
4. Golf cart drivers should pull over and yield to passenger vehicles. Do not park an unattended golf cart on JSC streets at any time.
5. Obey all traffic signs and posted speed limits at all times.
6. All passengers must be properly seated while cart is in motion and may not be transported in a negligent manner or in a manner inconsistent with the cart manufacturer's recommendations. The number of passengers shall not exceed the seating capacity of the cart, including the driver.
7. Golf carts may only be driven between dawn and dusk unless equipped with headlights and taillights in operating condition.
8. Smooth tires only will be allowed. No knobby tires allowed.
9. Registered lessees of a golf cart will be fully responsible for any and all damages and personal injury caused by the use or misuse of the golf cart by anyone operating it or otherwise, and lessee shall reimburse JSC for any and all damages JSC may sustain by reason of use or misuse, including without limitation, damage to other golf carts, any property within JSC community and personal injury.
10. Violation of these rules and regulations may result in the revocation of the privilege of operating a golf cart on JSC property and lessees may be subject to fines levied by the Board of Directors.
11. Golf carts must be stored in a shed or garage when the lessee is not at home.

Added
08/22/2020

Enforcement:

1. Any violation of this Policy should be reported to the JSC Board of Directors. Any resident may report a violation to a JSC Board Member in writing. The complaint should have as much identifying information as possible, including but not limited to the identity of the party violating the Policy, the golf cart Lot #, the date, time and approximate location of the incident, and a detailed description of the alleged violation.
2. Any act constituting a violation of this may result in the revocation of the privilege of operating a golf cart within JSC and the lessee may be subject to fines levied by the JSC Board of Directors up to, but not to exceed \$100. Any threat to safety of JSC homeowners and their visitors may result in immediate legal action.
3. All reported violations will be reviewed by the JSC Board of Directors to determine if the report of a violation is valid before any action is taken. The affected lessee shall be given notice and an opportunity to submit in writing a response to the alleged violation to the JSC Board of Directors. The Board will review and if needed, ask parties for further information or appear as needed for further discussion.
4. The Golf Cart Registration Form and proof of insurance will be maintained by the JSC Board of Directors.

**Jimmerson Shores Co-Op
Golf Cart Registration Form
Effective August 13, 2016**

(Please Print)

Golf Cart Owner(s): _____

Owner's Lot #: _____ Owner's Phone #: _____

Golf Cart Make/Manufacturer: _____

Model: _____ Year: _____ Color: _____

Vehicle Identification Number: _____

Headlight and taillight equipped: YES _____ NO _____

Insurance Company Name: _____

Policy #: _____

I have received, read and understand the Jimmerson Shores Co-Op Golf Cart Policy. I am responsible for the operation of the above-described golf cart within JSC community. I also acknowledge that JSC, by providing this privilege, is in no way endorsing the operation of this golf cart on the streets and does not and will not assume any liability to the operation of the golf cart. On behalf of myself and anyone who operates the golf cart, I agree to indemnify and hold harmless the Jimmerson Shores Co-Op and their respective directors, officers, managers, members and anyone else acting by or on behalf of JSC from any and all losses, demands, claims or injury arising from the use or misuse of the golf cart within the JSC community.

I agree that I will obey all applicable laws, the terms of this Policy, and all other JSC requirements concerning the operation of golf cart within the JSC community.

Owner Signature: _____ **Date:** _____

Owner Signature: _____ **Date:** _____

Jimmerson Shores Cooperative Authorized Party:

Signature of Approver: _____ Date: _____