

Iron Horse Ranch Homeowners Association Golf Cart Policy / Registration Form



The Board of Directors of the Iron Horse Ranch Homeowners Association (the Association”), pursuant to its rule-making authority under *Article XI section 11.9 Adoption of Additional Regulations*, hereby adopts this Golf Cart Policy, to be effective on September 1, 2016. This Policy shall be part of the Association’s rules and regulations. In the event of a conflict between the terms of this Policy and the terms of other Association rules and regulations, the terms of this Policy shall apply.

SECTION 2. POLICY STATEMENT:

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

In order to assist in providing safety for everyone in the neighborhood the following registration requirements and rules have been established. Anyone operating 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 within Iron Horse Ranch does so at their own risk. The neighborhood assumes no liability for permitting carts to be operated on the streets.

For the purposes of this policy, the term “golf cart” means a motor vehicle that:

- *is designed and manufactured for operation on a golf course for sporting or recreational purposes,*
- *is not capable of exceeding a speed of twenty (20) miles per hour,*
- *has no increased power*

All other non-licensed and/or uninsured motorized vehicles which do not meet this definition are not permitted to be used within the IHR neighborhood.

SECTION 3. REGISTRATION:

1. A registration form and a release of liability and indemnification agreement (the “Registration Form”) must be completed by each Owner who intends to use a golf cart on the private streets within the Association’s community. Only Owners of record of property within the Association’s community shall be entitled to register a golf cart in accordance with this Policy.

2. Upon receipt of the completed Registration Form and compliance with the requirements of this Policy, each registered cart will be issued registration decals/numbers to be affixed to the sides of the body of the cart, centered in the general area beneath the driver’s seat. These decals must be prominently displayed on the cart at all times. All requests for replacement stickers must also adhere to these rules regarding the placement of stickers on the carts.

3. A one-time \$15.00 registration fee made payable to the IHR HOA must be presented by the Owner to cover sticker costs and any ongoing registration and administrative costs. Any additional future

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administrative costs encountered and determined by the Association's Board of Directors to be relative to authorized golf cart operation will be borne equally by all registered golf cart Owners.

4. At the time of registration and on an annual basis, the Owner 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. Additionally, by completing the Registration Form, the Owner covenants and agrees to maintain this coverage as long as the golf cart is operated in Iron Horse Ranch.

5. Registration may be handled by the Iron Horse Ranch Homeowners Association on dates, times, and locations to be determined by the Board. All registrations shall be coordinated and scheduled through the Association's Managing Agent.

6. The registered Owner shall be responsible for all loss, damage, injury, claims or other liability resulting from the use of the golf cart within the Association's community, regardless of who may be operating the golf cart at the time the damage, loss or injury occurs

SECTION 4 RULES:

1. Existing Golf Carts must be registered within 30 days of the date of this Policy. If there is a conflict a later date may be arranged with the Association's Managing Agent. All other carts must be registered within 30 days of obtaining the cart.

2. Drivers must have a valid state driver's license.

3. Golf carts will adhere to the same driving and parking rules and laws as automobiles. Additionally, golf carts may also park in any future designated golf cart parking spaces.

4. Driving or parking on sidewalks or grassy areas is prohibited.

5. Golf carts may only be driven between dawn and dusk unless equipped with headlights and brake lights in operating condition.

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 must be operated in accordance with all manufacturers' recommendations. None of the above policies are intended to conflict with or supplant the golf cart manufacturers' recommendations.

SECTION 5 ENFORCEMENT:

1. Any violation of this Policy should be reported to the Association's managing agent. Any resident may report a violation to the managing agent or any Association Board Member in writing or via the HOA website (<http://www.ironhorseranchhoa.com/>). The complaint should have as much identifying information as is possible, including but not limited to the identity of the party violating the Policy,

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the cart registration number, 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 Policy will be enforced pursuant to the IHR enforcement policy and fine schedule and may result in a fine of up to \$100.00 for the first violation. Repeated violations will be handled in accordance with the enforcement policy and may eventually lead to revocation of the registration to operate the golf cart in the Association's community. Any additional violations may result in legal action. Any threat to safety may result in immediate legal action.

3. All reported violations will be reviewed by the Association's Board of Directors to determine if the report of a violation is valid before any action is taken.

4. Prior to levying any fines in accordance with the IHR Enforcement Policy, the affected Owner shall be given notice and an opportunity for a hearing before the Board of Directors.

5. The golf cart registration forms will be maintained by the Association management company.



**IRON HORSE RANCH
GOLF CART OWNER REGISTRATION FORM**

(Please Print)

Golf Cart Owner(s): _____

Owner's Address: _____

Owners Phone #'s: Home _____ Office/Cell _____

Driver #1: License Number _____ State _____

Driver #2 License Number _____ State _____

Driver #3 License Number _____ State _____

Driver #4 License Number _____ State _____

Make/Manufacturer of Golf Cart: _____

Model _____ Year _____ Color _____

Headlight and taillight equipped: YES _____ NO _____ Top: YES _____ NO _____

Vehicle Identification Number: _____

Insurance policy provider and # (copy of certificate of insurance must be attached): _____

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

I agree that I will obey all applicable Laws, the terms of this Policy, all manufacturer's operational and safety recommendations and all other Association requirements concerning the operation of golf cart within the Association's community.

Owner Signature(s): _____ **Date** _____

Owner Signature(s): _____ **Date** _____

Please return form, \$15 check made to IHR HOA and proof of insurance to HOA's Mailbox at Coffee Creek entrance or email to info@ironhorseranchhoa.com.

For HOA Use Only: Assigned number of golf cart: _____ Date sticker issued: _____