



## **GRAYWOOD HOMEOWNERS' ASSOCIATION POLICY FOR USE OF GOLF CARTS**

Graywood community continues to evolve as circumstances change. The use of golf carts has increased and extended beyond use for golfing, resulting in safety concerns for our community and guests. As a result, the use of golf carts within Graywood is approved by the Graywood Homeowners Association contingent upon compliance with the rules below.

Effective May 1, 2009, this policy and the following rules shall apply to all of Graywood until such time as they are modified, amended or repealed by rules of the Association adopted pursuant to Article III of the Declaration of Covenants, Conditions and Restrictions for Graywood.

### **GOLF CART OWNERS AND THEIR INVITED GUESTS MUST ADHERE TO THE FOLLOWING RULES:**

1. Within ten (10) days from the effective date above, or within ten (10) days after acquisition of a golf cart, homeowners and/or golf cart owners must register each existing or newly acquired golf cart by executing this form. Upon registration, each golf cart will be assigned a numbered decal or sticker.
2. Numbered decals must be displayed on both the driver and passenger side panel of the cart just below the golf cart seat
3. The public's view of numbered decals shall remain unobstructed.
4. If the decal registration number becomes illegible, it is the obligation of the golf cart owner to request a replacement decal.
5. The operator of a golf cart must have a current valid vehicle driver's license which can be made immediately available during operation.
6. The operator of a golf cart shall obey all motor vehicle laws and ordinances applicable to operation of a motor vehicle on roadways and streets of the City of Lake Charles, (L.A.R.S.32:1) and shall not operate the golf cart in a criminally negligent or reckless manner.
7. Golf carts shall not be driven or parked on grass areas, sidewalks or shoulders of streets.
8. Swing doors on golf carts shall be securely closed during operation and when parked.
9. Golf carts may be parked in a handicap parking space only if a handicap placard is displayed.
10. Operation is limited to daylight hours unless the golf cart is equipped with working headlights, turn signals, and tail lights.

11. Golf cart owners must maintain the minimum current liability insurance required by the State of Louisiana, on the golf cart at all times. It is the owner-insured's obligation to confirm that the insurance policy contains coverage for a "motor vehicle" that includes in that definition, a "motorized golf cart for sports or recreational use" with coverage for bodily injury arising out of its use whether operated or rented or loaned to, and by, the insured (or words to that effect.)
12. The golf cart owner will be solely responsible and liable for the operation of the golf cart and for all acts arising out of the ownership and operation of the golf cart.
13. By signing this APPLICATION TO REGISTER GOLF CART, the golf cart owner agrees to indemnify and to hold harmless the Graywood Homeowners' Association, its directors, officers, members, shareholders, trustees, successors and assigns in addition to Graywood, L.L.C. and Gray Plantation, L.L.C. against any and all demands, claims, liability, loss or damage arising from the ownership and/or operation of the golf cart, whether such demands, claims, liability, loss or damage are past, present or future and whether presently known or unknown, whether arising in contract or in tort, under state or federal laws or regulations, or under any other law or regulation of any nature or kind of any applicable jurisdiction.
14. Safety is our number one concern. It is the obligation of residents to report violations, including the decal number of the golf cart(s) involved, a description of the incident, the location and approximate time, and the identity, if known, of those involved.
15. This policy incorporates by reference, all applicable Declaration of Covenants, Conditions and Restrictions for Graywood ("the Declaration"), Governing Documents, and the By-Laws of the Graywood Homeowners' Association, specifically, but not limited to:
  - A. Exhibit "C" (Initial Restrictions and Rules) to the Declaration, which, at paragraph 1(a) prohibits parking of golf carts on streets, roadways or thoroughfares.
  - B. The Graywood Homeowners' Association has the power to impose sanctions for any violation of the Governing Documents, including this golf cart policy, pursuant to the procedures therein.

\*\*\*\*\*

\_\_\_\_\_ *I agree to maintain current liability insurance at all times with coverage for bodily injury arising out of use of a "motorized" golf cart for sports or recreational use.*

\_\_\_\_\_ *I agree to indemnify and to hold harmless the Graywood Homeowners' Association, its directors, officers, members, shareholders, trustees, successors and assigns in addition to Graywood, L.L.C and Gray Plantation, L.L.C. against any and all demands, claims, liability, loss or damage arising from the operation of the golf cart, whether such demands, claims, liability, loss or damage are past, present or future and whether presently known or unknown, whether arising in contract or in tort, under state or federal laws or regulations, or under any other law or regulation of any nature or kind of any jurisdiction.*

*Resident/Owner*

*Date*