

## **HAMPTON HALL CLUB MOTORIZED RECREATIONAL TRANSPORTATION POLICY**

The Board of Directors of the Hampton Hall Club, Inc. (the “Club”), pursuant to its rulemaking authority under Section 5.16 of the Hampton Hall Club By-Laws, hereby adopts this Motorized Recreational Transportation Policy, which shall be part of the Club’s rules and regulations. In the event of a conflict between the terms of this Policy and the terms of other Hampton Hall Club rules and regulations, the terms of this Policy shall apply.

### **POLICY STATEMENT**

In an effort to allow the use of motorized recreational transportation within Hampton Hall Club while attempting to promote safety within the community, the following Policy has been established for all **members** who operate motorized recreational transportation within the community. While the Club does not advocate or endorse the operation of motorized recreational transportation on its streets, it will, however, permit the use on the private streets owned by the Club and common areas 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 motorized recreation vehicle 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 motorized recreational transportation on the streets within Hampton Hall Club does so at their own risk. The Club assumes no liability for permitting motorized recreational transportation vehicles to be operated within Hampton Hall.

**The right to use privately-owned motorized recreational transportation on the property of Hampton Hall Club is currently permitted by Hampton Hall Club, Inc., a South Carolina not-for-profit corporation (the “Club”), on an annual calendar basis. In order to operate motorized recreational transportation in the community, the applicant must own a residence in Hampton Hall and be a Club Member in good standing or be a NON-PROPERTY GOLF MEMBER in good standing with the Club and Golf Club.**

All motorized recreational transportation use privileges shall **expire on December 31st of each year**. The use privileges described herein are non-transferable and non-assignable and may be terminated at any time by the Club, in its sole discretion. **Privately-owned motorized recreational transportation must be approved each year by the Club** as complying with the appearance and other standards as stated in this Agreement, including but not limited to the design and color of the private motorized recreational transportation and the rules established by the Club as the same may be amended from time to time. **Only privately owned motorized recreational transportation that displays current identification will be allowed access to the Club streets, property, and golf course.**

## **REGISTRATION**

The annual registration dates and times will be communicated by Hampton Hall Club management. The Motorized Recreational Transportation Owner/Registration Agreement form can be obtained from the Home Owners Association (HOA) office.

**\*\*Golf members who enroll in the annual trail fee program will pay a monthly rate as determined by the Golf Board of Directors each year. A yearly trail fee agreement will also be required.**

## **GOLF CART RULES**

1. Golf Carts must be registered within 30 days of obtaining the cart.
2. Drivers must have a valid driver's license or driver's permit.
3. Golf carts will adhere to the same driving and parking rules and laws as automobiles. Additionally, golf carts may also park in any existing or future designated golf cart parking spaces.
4. Driving or parking on sidewalks or grassy areas is prohibited.
5. In operating conditions, Golf carts must be equipped with sides and/or rearview mirrors, headlights, brake lights, turn signals, and a horn.
6. Golf cart drivers must pull over, stop, and yield to passing motor vehicles.
7. All passengers must be properly seated while the cart is in motion and may not be transported in a negligent manner or 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.
8. A Club Member who is not a Golf Member may never drive their private cart on the golf course property.

## **E-BIKE RULES**

1. E-bikes must be registered within 30 days of obtaining the e-bike.
2. E-bikes will adhere to the same driving rules and laws as automobiles.
3. Driving on sidewalks or grassy areas is prohibited.
4. E-bike drivers must pull over, stop, and yield to passing motor vehicles.

E-bikes must remain on the road at all times. E-bikes are prohibited to travel on sidewalks, sports courts, and the golf course at all times. While traveling through parking lots, e-bikes must adhere to the rules of the road.

## **E-SCOOTER/MOTORIZED SKATEBOARD RULES**

1. E-scooters/motorized skateboards are permitted on sidewalks but must yield to pedestrians.
2. E-scooters/motorized skateboards are not permitted on grassy areas.
3. E-scooters/motorized skateboards must yield to oncoming or crossing traffic. When crossing the road, e-scooters should yield to oncoming or turning vehicles.

## **ENFORCEMENT**

1. Any violation of this Policy should be reported to the HOA office. The complaint should have as much identifying information as possible, including but not limited to the identity of the party violating the Policy, the motorized recreational transportation registration number, the date/time/approximate location of the incident, and a detailed description of the alleged violation.
2. All reported violations will be reviewed by the HOA to determine if the report of a violation is valid before any action is taken.
3. Any act constituting a violation of this Policy may result in a fine of \$100.00. A second violation may result in a fine of \$250.00. A third violation may result in a fine of \$ 500.00 and revocation of the registration to operate the motorized recreational transportation in the Club's community. Any additional violations may result in a fine of \$1,000.00 and legal action. Any threat to safety may result in immediate legal action.
4. Prior to levying any fines in accordance with this Policy, the affected Owner shall be given notice and an opportunity for a hearing with the Hampton Hall Club Board of Directors.
5. The motorized recreational transportation registration forms will be maintained by the HOA office.

## **RESIDENT/NPO GOLF MEMBER RESPONSIBILITIES AND AGREEMENTS**

As a private motorized recreational transportation vehicle owner, the undersigned hereby makes an application to register a motorized recreational vehicle. Upon submitting a Registration/Agreement application to the Club, the undersigned agrees to abide by all rules for private motorized recreational transportation as currently described on Exhibit A hereto, and as they may be amended from time to time by the HHC Board of Directors. As a Hampton Hall Club resident, the undersigned further agrees:

1. To release, waive, satisfy and forever discharge Hampton Hall Club, Inc. and their respective parents, subsidiaries, affiliates, directors, officers, shareholders, partners, employees, representatives, invitees, and agents (collectively, the "Indemnified Parties") from any and all manners of action, causes of action, damages, claims and demands whatsoever, including any claims arising out of negligence, in law or in equity, which the member or immediate family member or any other user of the privately-owned motorized recreational transportation (whether such user had permission to use the motorized recreational transportation or not) may have now or at any time in the future, arising out of or resulting from the ownership, operation or use of a privately-owned motorized recreational transportation either on or off the facilities provided at Hampton Hall Club and to defend, indemnify and hold harmless the Indemnified Parties from and against any and all losses, damages, claims or suits arising out of any personal injury or property damage caused by the intentional or negligent acts or omissions of the undersigned, immediate family members, their guests or any other operator or occupant of such privately-owned motorized recreational transportation.
2. To be fully responsible for all necessary maintenance of the motorized recreational transportation and all damages caused by the operation of the motorized recreational transportation by the undersigned, immediate family members, guests, and any other operator and to reimburse the Club for all damages the Club may sustain by reason of

operation of the private motorized recreational transportation, including without limitation, damage to other motorized recreational transportation and any property of the Club.

3. To maintain during the term of this Agreement liability insurance coverage on the operation of the private motorized recreational transportation with policy limits at least equal to \$100,000 personal injury coverage per occurrence and \$50,000 property damage coverage, and to name the Club as an additional insured to such Policy. The undersigned acknowledges that such coverage is presently provided by the insurance company and policy number set forth below. Such insurance coverage shall also provide that the Club will be given at least (30) days' written notice of cancellation, lapse, or termination of the Policy. The undersigned further agrees that he/she will not permit the use or operation of the private motorized recreational transportation by any person or in any manner that would invalidate such insurance coverage.
4. To maintain a Club and/or Golf Membership at Hampton Hall Club in good standing during the term of this Agreement.
5. To store the private motorized recreational transportation as stipulated in the governing documents for Hampton Hall Club.
6. That maintenance of the private motorized recreational transportation is the sole and exclusive responsibility of the undersigned.
7. That violations of the Rules and Regulations of Hampton Hall Club or the rules regulating the use of privately-owned motorized recreational transportation set forth on Exhibit A, as they may be amended from time to time by the Club, may result in the revocation of private motorized recreational transportation privileges and/or the suspension or termination of membership privileges at Hampton Hall Club.
8. The failure or delay of the Club at any time to require the undersigned's performance of any provision of this Agreement or the rules and regulations as the same may be amended from time to time, even if known, will not affect the right of the Club to require the undersigned's performance of that provision or to exercise any right, power or remedy under this Agreement or the rules and regulations, and any waiver by the Club of any breach of any provision of this Agreement or the rules and regulations should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement or the rules and regulations.
9. Private motorized recreational transportation use privileges are non-transferable and non-assignable.

**HAMPTON HALL CLUB**  
**MOTORIZED RECREATIONAL TRANSPORTATION**  
**OWNER REGISTRATION/AGREEMENT**

**January 1, 2024 – December 31, 2024**

**(Please Print)**

Owner(s) Name(s): \_\_\_\_\_

Membership #: \_\_\_\_\_ Phone: \_\_\_\_\_

Owner's Address: \_\_\_\_\_

Owner's Email Address: \_\_\_\_\_

Make/Manufacturer of Motorized Recreational Transportation: \_\_\_\_\_

Model \_\_\_\_\_ Golf Cart Color: White \_\_\_\_\_ Off-White \_\_\_\_\_

Golf Cart head lights and brake lights equipped and operational: YES \_\_\_ NO \_\_\_

Top: White: YES \_\_\_ NO \_\_\_ Working Horn: YES \_\_\_ NO \_\_\_

Left and Right Side and/or Rearview Mirrors: YES \_\_\_ NO \_\_\_

I have received, read, and understand the Hampton Hall Club Motorized Recreational Transportation Policy and Exhibit A of the registration/agreement. I acknowledge that I assume all liability related to motorized recreational transportation operations and am fully responsible for operating the above-described cart within Hampton Hall. I also acknowledge that Hampton Hall, by providing this privilege, is in no way endorsing the operation of this Motorized Recreational Transportation on the streets and does not and will not assume any liability for the operation of the Motorized Recreational Transportation. On behalf of myself and anyone who operates the motorized recreational transportation, I agree to indemnify and hold harmless the Club and their respective directors, officers, managers, members, and anyone else acting by or on behalf of the Club from all losses, demands, claims or injury arising from the use of the cart within the Club's community.

I agree that I will obey all applicable laws, the terms of this Policy, and all other Club requirements concerning the operation of motorized recreational transportation within the Club's community.

Owner Signature(s): \_\_\_\_\_ Date \_\_\_\_\_

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OFFICE USE ONLY

Date Agreement Received \_\_\_\_\_ By: \_\_\_\_\_

Date Inspected \_\_\_\_\_ By: \_\_\_\_\_

Date Decal/MRT Issued \_\_\_\_\_ By: \_\_\_\_\_

Decal Number: \_\_\_\_\_ MRT # \_\_\_\_\_ Verified Insurance: \_\_\_\_\_

## EXHIBIT A

1. Privately owned golf carts must be equipped with headlights, brake lights, a horn, side and/or review mirrors and must be a Club Car, E-Z-Go, Icon, or Yamaha model. All carts must be electric; no gas carts are allowed. Custom-built or designer golf carts are not permitted.
2. The top of privately-owned golf carts must be white, off-white, the body of the golf cart must be white or off-white.
3. Golf Carts - Tires/Lift Specifications: Community Use (not permitted on golf course facilities): Golf carts cannot exceed a 7.5-inch ground clearance at differential on a stock cart. Tires must be 23x10-14 or smaller. Custom carts, designer carts, or after-market lifts are not permitted. Heavy tread tires will not be permitted.
4. Golf Course Use (permitted on golf course facilities): Golf carts cannot exceed a 5-inch ground clearance at differential on a stock cart. Tires must be 20x10-12 or smaller. Custom carts, designer carts, or after-market lifts are not permitted. Must have a tread pattern intended for turf with large contact patch, heavy tread tires will not be permitted.
5. The Club is not responsible for the storage, service/maintenance, or repair of privately owned golf carts.
6. Privately owned golf carts must be operated in accordance with the general golf cart rules established by the Club, which may be revised from time to time.
7. Each year, a member with a privately owned golf cart shall be required to provide the Club with proof that the operation of the golf cart is covered by a member's liability insurance policy with policy limits established by the Club. The golf cart owner must also name Hampton Hall Club, Inc. as additional insured.
8. Members using a privately-owned golf cart will be fully responsible for all damages caused by the use or misuse of the golf cart by anyone operating it or otherwise. The member shall reimburse the Club for all damages the Club may sustain by reason of use or misuse, including, without limitation, damage to other personal property and any property of the Club.
9. An identification number and a yearly decal will be issued for the motorized recreational transportation when the registration/agreement, proof of liability insurance, and annual registration are received. The identification number and yearly decal should be placed on the rear of the golf cart in clear view.
10. A maximum of two riders and two golf bags per golf cart is allowed on the golf course. This includes a 4-passenger golf cart being used on the golf course.
11. When privately owned motorized recreational transportation is no longer used in Hampton Hall Club, all stickers and decals must be removed. Privately owned motorized recreational transportation without a valid decal will not be allowed access to the Club property and is not authorized to gain access to the golf course.
12. Members with privately-owned motorized recreational transportation are required to ensure that their golf carts are restricted to licensed drivers who will operate the golf cart in a safe, prudent manner and in accordance with all local, state, and federal governmental laws and regulations. **Children under 16 without a valid driver's license are prohibited from operating a private cart on all Club property. Members will be held responsible for the actions of their children or guests of their children in this regard.**
13. Violations of these rules and regulations may result in fines and the revocation of private motorized recreational transportation privileges, playing privileges, and/or the suspension or termination of membership privileges at Hampton Hall Club.