A RESOLUTION GOVERNING GOLF CARTS AND RECREATIONAL OFF-ROAD VEHICLES

WHEREAS, the Falling Waters Homeowners Association, Inc., Porter County, Indiana, is a duly existing corporation within the County of Porter, State of Indiana.

WHEREAS, said Falling Waters Homeowners Association, Inc., Porter County, Indiana, is governed by its Board of Directors.

WHEREAS, said Board of Directors of Falling Waters Homeowners Association, Inc. finds it necessary from time to time to adopt policies and definitions it deems necessary to enforce the various Covenants, Articles, and By-Laws of the Falling Waters Homeowners Association, Inc.

NOW, THEREFORE, BE IT RESOLVED by the Falling Waters Homeowners Association, Inc.

("HOA"), Porter County, Indiana that:

1. Definitions

The terms below shall be defined as follows:

a. "Golf Cart". A four-wheeled motor vehicle (whether powered by battery, fuel engine or otherwise) originally and specifically designed and intended to transport one or more individuals and golf clubs for the purpose of playing a game of golf on a golf course.

b. "Driver's License". A current valid license issued to operate a motor vehicle by Indiana or any other US state.

c. "Financial Responsibility". Liability insurance coverage on a golf cart in an amount not less than required by Indiana law for a motor vehicle operated on public highways in the state of Indiana.

d. "Off-road Vehicle". A motor driven vehicle capable of cross-country travel without benefit of a road, on or immediately over land, water, snow, ice, marsh, swampland, or other natural terrain. This includes the following vehicle types:

i. Multi-wheel drive or low-pressure tire vehicle.

ii. Amphibious machine.

iii. Ground effect air cushion vehicle.

iv. All-terrain vehicle (ATV).

v. Utility task vehicle (UTV).

vi. Side-by-side vehicle (SxS or SSV).

vii. Snowmobile.

viii. Recreational off-highway vehicle.

ix. Other means of transportation deriving motive power from a source other than muscle or wind.

e. “Falling Waters”. Falling Waters, or community, as referenced herein, shall refer to any and all property, that is owned, governed, or maintained by the Falling Waters Homeowners Association, Inc.

2. Registration / Decal Required

a. Golf carts shall be registered annually (or when purchased) with the HOA office to be able to be operated within Falling Waters, on any roadway. A current HOA golf cart decal is required to be displayed on the lower part of the front windshield on the driver’s side.

1. A golf cart is exempt from an annual decal if it is ONLY driven on the property owner’s own property.

2. Proof of financial responsibility is required to register for a golf cart decal / permit and must be with the golf cart whenever said golf cart is in operation.

3. Golf carts that are registered must be owned by a Falling Waters resident.

4. Property owners must have a completed waiver of liability form on file to register for a golf cart decal/permit.

b. Although not required, the HOA highly recommends the installation of and use of the following safety equipment on golf carts operated within the community:

i. Turn signals.

ii. Brake lights.

iii. Horn.

iv. Rearview mirror.

v. Seatbelts for operators and all passengers.

c. Use restrictions. Before any golf cart is operated within the community, any and

all necessary waiver and application forms must be filed with the HOA, and proof of liability and property damage insurance must be on file with the Association, with a minimum amount of $100,000 for personal liability and $25,000 for

property damage.

3. Operation of golf cart and recreational off-road vehicles within Falling Waters

a. The operation of recreational off-road vehicles is strictly prohibited and not permitted anywhere within Falling Waters.
b. A person must be at least sixteen (16) years of age to operate any motorized vehicle, including a golf cart, within Falling Waters. The operator of a golf cart must possess and be able to produce a current valid driver's license for age verification and identification purposes.
c. While operating a golf cart within Falling Waters, the operator must adhere to all applicable Indiana state laws and Falling Waters covenants and regulations regarding the operation of a motor vehicle.
d. Drivers must stop fully at all stop signs and follow the subdivision of 25 miles per hour or less while operating a golf cart.
e. Drivers should be courteous to homeowners, other drivers and pedestrians at all times.
f. Golf carts may be operated on the outer edges of each park/field within the community.
g. d. Golf carts are not allowed to be operated on private property without the consent of the property owner.
h. Golf carts operated after dusk or before dawn must be equipped with operational headlamps (two (2) are required or one (1) long bar across the front) and two (2) operational tail lamps.
i. When any golf cart is not equipped with turn signals and brake lights, the operator must use acceptable hand signals to denote right and left turns and slowing down or braking.
j. Golf cart operators shall stay in the far right of the traveled portion of the road and yield the right-of-way to overtake vehicles as soon as possible.
k. No one shall operate a golf cart in a careless, reckless, or negligent manner so as to endanger the person or property of another or to cause injury or damage thereto.
l. Any person who owns, operates, or rides upon a golf cart within Falling Waters does so at his/her own risk and peril and assumes all liability resulting from such activity.

4. Occupants.

The number of occupants in a golf cart shall be limited to the number of people for whom seating is installed and provided on the golf cart. The operator and all occupants shall be seated in the golf cart, and no part of the body of the operator or occupant shall extend outside the perimeter of the golf cart while the golf cart is being operated.

5. Miscellaneous

a. Falling Waters Homeowners Association personnel shall be exempt from the provisions in this policy during special events or while conducting Falling Waters HOA business.

6. Fines and Penalties

a. The initial fine for violating this policy falls under all other Covenants/Bylaws/Resolutions/Rules of the HOA fine structure (FWHOA_Fine_and_Fee_Schedule.pdf)

b. The HOA reserves the right to engage in any and all actions necessary to protect and preserve the public, should there be a violation of any item outlined herein.

The use of Falling Waters' roadways is a privilege, and threats to the use and safety of said roadways shall not be permitted. This may include restriction of driving rights, and apportionment of fine and legal costs, notwithstanding any other action item the Board deems appropriate, to preserve the public's safety.

c. Two (2) or more violations within a calendar year may result in the revocation of the golf cart registration decal for a period of up to one (1) year.

Amended and approved by the HOA Board of Directors at their meeting on March 16, 2026

FALLING WATERS HOA RESIDENT

GOLF CART REGISTRATION FORM

Date of Application: _____

Golf Cart Owner's Name: _____

Address in Falling Waters from which the cart is to be operated:

_____

Phone Number: _____

All licensed individuals who reside will operate golf cart in Falling Waters:

_____

_____

An annual $50 registration is required. This shall be billed with your Association dues.

Has the owner provided a copy of insurance policy with a minimum limit of $100,000 in Liability for the golf cart?

YES_____

Expiration Date of Policy: _____. FWHOA must be listed "As Also Insured".

GOLF CART INFORMATION

Make: _____ Model: _____

Year: _____ Color: _____

Serial Number: _____

Registered golf carts are allowed to operate on Falling Waters' streets at a safe speed which shall not exceed 25 miles per hour and shall observe all Indiana traffic laws.

Golf carts are allowed on paved roads, on owner's driveway, and shall not be driven on sidewalks, or other common areas or landscaped areas.

I have read, understand and will obey the above and all the Association's Golf Cart Operation Rules as they exist or may be amended at any time. The inspection is only for registration and is

not for safety, which is the owner's responsibility to continuously confirm. I release, indemnify and hold harmless the Falling Waters Home Owners Association, Inc., and its officers, directors, employes, agents and contractors, from any claim, injury and damage concerning, regarding or relating to the placement, operation, regulation or use of this registered golf cart, and have had opportunity to review an agree to the release attached hereto.

Release, Rules and Regulations for Golf Carts in Falling Waters

The Homeowner's Association thanks you for registering your golf cart. We are requesting that you follow some simple rules while operating your golf cart within Falling Waters for the safety of all residents.

• You must maintain Liability Insurance listing the Association as an additional insured while using your golf cart in Falling Waters- a copy of your insurance must be on file with the Homeowner's Association.

• You must have a valid driver's license or permit to operate a golf cart in Falling Waters. Please do not allow visiting children/grandchildren without a valid driver's license to drive your golf cart.

• If you anticipate operating your golf cart after dark, you must have headlights and taillights on your golf cart.

• The golf cart driver must obey all Indiana vehicle rules.

• Golf cart owners/drivers acknowledge the inherent danger of driving on roadways shared by motor vehicle traffic. Use of a golf cart is at the owner's/driver's/passenger's own risk. Falling Waters HOA assumes no legal or financial responsibility for damages or injuries resulting from any incident or accident involving the use of a golf cart on Falling Waters HOA roadways.

Falling Waters Homeowners Association, Inc. has taken reasonable steps to provide safe roadways within the Falling Waters subdivision. However, use of Falling Waters Homeowners Association, Inc., roadways is not without risk. Certain risks cannot be eliminated, due to the unique cooperative sharing of roadways with licensed motorized vehicles. The same elements that contribute to the character of the Falling Waters Property Owners Association, Inc. community can be cause of loss or damage to your property, accidental injury, in extreme cases, permanent trauma or death. The Board of Directors has determined that it is important for you to be informed and know in advance about inherent risks.

I understand that no activity program is guaranteed safe and free of risk. I agree to assume full responsibility for myself and that of my family, including minor children, and my guests. I expressly assume all risk and responsibility for the actions of myself and/or family and guests involving accidents sustained while participating in the activity of driving a golf cart on FWHOA roadways. I

affirm that I am fully capable of participating in this activity. I also affirm that I know of no reason why I should not participate. I agree that Indiana law shall govern this release.

I, on behalf of myself, my children, my assigns, and my estate, agree to release and hold harmless Falling Waters Home Owners Association, Inc., its officers, Board, agents or employees for any and all claims for injuries, cause of action, or liability related to participation in the activity of driving a golf cart on FWHOA roadways. Should Falling Waters Homeowners Association, Inc., or anyone acting on their behalf, be required to incur attorney fees and costs to enforce this agreement, I agree to indemnify and hold Falling Waters Home Owners Association, Inc. harmless for all such fees and costs By signing this document, I acknowledge that if anyone is hurt or property damaged during my or my immediate families, or guest's participation in these activities, I and/or my family, or guests may be found by a court of law to have waived any right to maintain a lawsuit against Falling Waters Home Owners Association, Inc. on the basis of any claim which has been released herein. I have had sufficient opportunity to read his entire document. I have read and understood it and agree to be bound by its terms. This liability release shall be legally binding upon heirs, my assigns, legal guardians, personal representatives and me. I have carefully read this agreement and understand its contents. I am aware that I am releasing certain rights that I otherwise may have, and I enter into this agreement on behalf of myself and/or family and guests, of my own free will.

Owner Name (Print): _____

Owner Signature: _____

Association Authorized Name (Print): _____

Association Authorized Representative Signature: _____

Date of Issuance: _____