



**JONATHAN'S
LANDING**
— POA —

J.L. Property Owners Association, Inc. Golf Cart Registration and Indemnification Agreement

Pursuant to the Jonathan's Landing Amended and Restated Declaration of Covenants and Restrictions, the ability of a resident of Jonathan's Landing to use privately owned golf carts on J.L. Property Owners Association, Inc.'s Common Area Property and on and over Jonathan's Landing Golf Course Property (only as needed to traverse the POA Common Area Property) (collectively, "Cart Rights") is subject to the rules and regulations of and approval by the J.L. Property Owners Association, Inc. ("J.L. POA") and approval by Jonathan's Landing Golf Club, Inc. ("Club"), annually.

Upon approval by J.L. POA and the Club, a resident will have a limited non-transferable and non-assignable license to utilize a Cart Rights in accordance with the Rules and Regulations of J.L. POA and the Club, as they may be amended from time to time in the sole discretion of the J.L. POA and the Club (collectively, the "Cart Rules"). This license may be cancelled at any time without notice by the POA. Only residents residing in Units in good standing may be granted Cart Rights. A resident's privately-owned golf cart must be approved each year by J.L. POA as complying with the appearance and other standards as stated in the Cart Rules, and the resident must maintain such approved appearance and comply with such other standards during the term of this Agreement. Only golf carts displaying a current decal issued by the J.L. POA and the Club will be permitted Cart Rights.

As a Jonathan's Landing resident whose Unit is in good standing, and a private golf cart owner, I hereby make application to J.L. POA and the Club for annual Cart Rights in accordance with the terms of this Agreement, and by signing this Agreement below, I agree to abide by the Cart Rules. In further consideration for the issuance of a license by J.L. POA and the Club for Cart Rights, I hereby further agree:

1. To indemnify and hold J.L. POA and the Club, and their respective officers, directors, members, members' families, agents, guests, invitees and employees ("Indemnified Parties") harmless as a result of any loss, liability damages and expenses related to or arising out of personal injury or property damage ("Damages") relating to or arising out of this Agreement and the license issued to me and the ownership, use, operation and maintenance of the golf cart by me, my family, any of my agents, guests, or invitees, or any other person, to the extent that the Damages are not caused by or contributed to by the Indemnified Parties. This indemnity shall survive expiration or termination of this Agreement.
2. To keep in effect, at all times, general liability insurance and vehicle liability insurance coverage for the operation of the private golf cart with a policy covering at least \$300,000 liability coverage per event. Such coverage is presently provided by the insurance company under the policy number listed below. (Note: Proof of coverage is required annually).
3. That any violations of the Cart Rules may result in the revocation of my Cart Rights. If J.L. POA or the Club prevails in any legal action to enforce the terms of this Agreement or the Cart Rules, I will be responsible for all attorneys' fees and costs incurred by J.L. POA and/or the Club.

Signature of Member: _____ Date: _____

Member Name (Printed): _____ Spouse's Name: _____

Address Where Cart Garaged: _____

Member Phone Number: _____ Member E-Mail Address: _____

Insurance Company: _____ Policy Number: _____

Insurance Agent & Phone Number: _____

The above Application for Cart Rights by _____ is approved by J.L. POA and the Club, subject to the terms of the Agreement set forth above.

Decal Number: _____

Jonathan's Landing Golf Club, Inc.

J.L. Property Owners Association, Inc.

By: _____

By: _____

Its: _____

Its: _____