

Eagle Bay I Homeowners Association, Inc.

Reserved Parking Agreement

This *Reserved Parking Agreement* ("RPA") is entered by and between Eagle Bay I Homeowners Association Inc., represented by the Board of Directors ("EBI") and

_____, _____, _____
("Owner") who are the legal Owner(s) of Unit Number ____ at Eagle Bay I HOA ("Unit"), EBI and Owner may collectively be referred to as the "Parties", in order to document the permissive use of Limited Common Area located within the EBI parking facilities.

Agreement Term: This Agreement begins upon execution of this RPA and ends upon the termination of the Owner's disability or expiration of the Owner's BMV disability parking permit. This Agreement is non-transferable to any other party. This Agreement is null and void upon the sale, transfer or discontinued use of the RPA or Owner's Unit

Proof of Disability Parking Placard: The Owner must provide verifiable, objective proof of a physical limitation which warrants, in the absolute discretion of EBI, the Owners reasonable need for a Reserved parking space, including but not limited to a disability parking placard or license plate issued by the Indiana Bureau of Motor Vehicles, with expiration date, if applicable.

Premises: EBI hereby assigns the following numbered "Reserved" parking space located in the common parking lot adjacent to the Owner's Unit, or as close as reasonably practical. The Reserved parking space number is _____. The Reserved parking space shall be considered Limited Common Area as defined in the By-Laws and Declarations of EBI. There will be a sign posted at the designated parking space for the exclusive benefit of the Owner. This Reserved parking space will be removed and returned to a common parking space upon the expiration or termination of this RPA. The Owner waives and releases EBI, its officers, agents and members from all requirements and conditions promulgated by the Americans with Disabilities Act, the Fair Housing Act and similar federal, state and local regulations and agrees and acknowledges that this Agreement shall not be construed in any manner as to mandate EBI's compliance with such regulations. The parties acknowledge that EBI is exempt from certain regulatory compliance based upon applicable safe harbor provisions in force when the EBI property was built.

Possession and Surrender of Premises: Owner shall be entitled to the exclusive possession of the Reserved parking space on the first day of the RPA. At the expiration, termination or breach of the RPA, the Owner shall surrender the Reserved parking space to EBI or EBI's agent in good condition, as it existed at the commencement of the RPA, reasonable wear and tear excepted.

Use of Premises: The Owner shall only use the Reserved parking space for parking of their personal vehicle, that is lawfully registered and insured to operate in the State of Indiana. Commercial equipment, personal property, mobile or motor homes, recreational vehicles and campers, boats and other watercraft, trailers, golf carts, snowmobiles,

vehicles with expired license plates or inoperable vehicles shall be strictly prohibited in the Reserved parking space.

Assignment or Lease: The Owner shall not assign, transfer, or lease the Reserved parking space or allow any other person the occupancy or use the Reserve parking space.

Severability: If any part or parts of the RPA shall be held unenforceable for any reason, the remainder of the RPA shall continue in full force and effect. If any provision of the RPA is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such invalid or unenforceable provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

Binding Effect: The covenants and conditions contained in the RPA shall apply to and bind the parties and the heirs, legal representatives, successors and permitted assignees of the parties. This RPA is not intended to benefit any third party.

Governing Law: The RPA shall be governed by and construed in accordance with the laws of the State of Indiana. The Monroe Circuit Court, Bloomington Indiana shall remain vested with personal and subject matter jurisdiction and shall be designed as the Court of preferred venue to resolve any legal issue, regardless of the residency of the Owner.

Entire Agreement: The RPA constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of the RPA. There are no other promises, conditions, understandings, or other agreements, whether oral or written, relating to the subject matter of the RPA. The RPA may only be modified in writing and must be signed by both EBI and Owner.

Cumulative Rights: EBI's and Owner's rights under the RPA are cumulative and shall not be construed as exclusive of each other unless otherwise required by law. It shall be the responsibility and obligation of the Owner to enforce their rights created in the RPA as to any third party.

Waiver: The failure of either party to enforce any provisions of the RPA shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of the RPA.

In Witness Whereof, the parties cause this Agreement to be executed on
_____ **(Date of Execution).**

EBI's or Agent's Signature

Owner's Signature

Print Name

Print Name

Title