

# RESERVED PARKING AGREEMENT

Pursuant to Section XII of the Master Deed, which authorizes the Tall Ship Condominium Board of Directors (“TSB”) to establish reasonable rules and regulations governing the use of the general common elements, which includes the parking lots, along with the results of the comprehensive Parking Survey conducted in the Fall of 2019 as well as extensive individual polling, TSB has established an updated Parking Policy to ensure that all Owners enjoy equitable access to and use of the general common elements parking. As a part of the new Parking Policy, individual unit owners may request the assignment of one (1) “Reserved” parking space from TSB, the use of which is subject to the terms and conditions of this Reserved Parking Agreement.

This Reserved Parking Agreement (“RPA”) is entered by and between Tall Ship Condominiums, Inc, represented by its Board of Directors (“TSB”) and \_\_\_\_\_ who are the legal Owner(s) (“Member”) of Unit number \_\_\_\_\_ at Tall Ship Condominiums (“Unit”). TSB and Member may collectively be referred to as the “Parties.”

The Parties agree as follows:

**PREMISES:** TSB hereby assigns the following numbered “Reserved” parking space located in one of the common elements parking lots adjacent to the Member’s Unit.

Reserved parking space number \_\_\_\_\_ in Lot Number \_\_\_\_\_

Upon execution of this RPA, the Reserved parking space number referenced above is hereby assigned, and a Reserved Space Plate (numbered Reserved 001 to Reserved 120) will be installed by TSB, at the available Reserved numbered parking space selected by the Member.

TSB will install signage at the entrance/exit of each of the three parking lots, indicating that parking spaces with the Reserved Space Plates (“RSP”) are reserved for a specific Member (with the corresponding Member decal) and/or their Guest (with a Guest Tag containing the corresponding Unit number).

**AGREEMENT TERM:** The term of this Agreement begins upon execution of this RPA and ends one year thereafter , subject to automatic annual renewal unless terminated by either party in writing or upon the transfer of title to the Unit to which the Reserved parking space has been assigned, whichever occurs first.

**SECURITY DEPOSIT:** Member shall deposit with TSB, in trust, a security deposit of Fifty (\$50.00) Dollars (“Deposit”) as security for the performance by Member of the terms under the RPA, and for the return of the RSP upon termination of the RPA. Return of issued Guest Tags shall also be required if termination is due to a sale or transfer of title of the associated Tall Ship Unit. If Member materially breaches any terms or conditions of the RPA, Member shall forfeit all or part of the Deposit, as permitted by law.

**DEFAULTS:** If Member fails to perform or fulfill any obligation under the RPA, Member shall be in default of the RPA. Subject to any statute, ordinance or law to the contrary, Member shall have twelve (12) hours from the delivery of notice of default by TSB to cure the default. In the event Member does not cure a default, TSB may at TSB's option (a) remove RSP and suspend reserved parking privileges for a period TSB may consider appropriate and/or issue a Fine commensurate with the severity of the infraction as permitted by the Master Deed and Condominium By Laws; or (b) permanently remove RSP and terminate the RPA whereby the parking space shall revert to being un-assigned and will be available by any Member (displaying Member decal) or their Guests (displaying Guest tag) on a first come first served basis. Termination for cause shall result in forfeiture of Deposit.

**POSSESSION AND SURRENDER OF PREMISES AND RSP:** Member shall be entitled to possession of the Premises on the first day of the RPA Term. At the expiration of the RPA, Member shall surrender the Premises and RSP to TSB or TSB's agent in good condition, as it was at the commencement of the RPA, reasonable wear and tear expected.

**USE OF PREMISES:** Member shall only use the Premises exclusively for one of the following:

- Parking of personal vehicles of Members and other members of their household (displaying Owner decals or Guest Tag) that are lawfully registered and are insured to operate in the State of South Carolina
- Parking for Renters (both full-time and part-time) that shall be bound by the same terms and conditions as the Member outlined in the RPA. Renters must display Guest Tags at all times and park only in the Member's reserved space or in an available un-reserved numbered space.
- Parking by friends and family which have been issued a Guest Tag by the Member (Guest Tag must be displayed)
- Parking by Contractors or Service Providers which have been issued a Guest Tag by the Member (Guest Tag must be displayed)

All remaining spaces will be left un-reserved and shall be available on a first come first served basis to Members who have not obtained a Reserved parking space, to Renters (full or part time), to Member Guests, and to Member/Renters with a second car. All future requests for an assigned Reserved parking space will be referred to TSB for approval, and will be subject to the Reserved Parking Agreement. Each Member shall be issued two (2) general parking windshield decals and two (2) visor Guest Tags (with Unit Number) to identify them and their Guests.

Members are responsible for Guests to whom they have issued Guest Tags and will ensure that they are aware and will comply with the Tall Ship Parking Rules including the requirement that all vehicles be registered & insured. Members shall also be responsible to retrieve any issued Guest Tags at the end of the intended use to accommodate their future Guest parking needs.

Anyone visiting Tall Ship that has not been issued a Guest Tag by the Member (such as real estate agents and service providers) may park only in designated Visitor spaces.

Members are also responsible for Visitors to their Units for which they have reasonable control.

There will be (9) un-numbered designated Visitor spaces in Lot #1, and (11) un-numbered designated Visitor spaces in Lot #3. Due to the shortage of available spaces in Lot#2, no Visitor spaces will be designated in that lot. Visitors must park in Lot#1 and walk down the connecting stairway, or park in Lot #3 and use the connecting pathway when visiting Owners in the Yawl or Ketch buildings. If all (20) Visitor spaces are occupied, Visitors must find alternate public parking at the Marina Building, and will be subject to towing if they park in a Reserved parking space, a numbered space, or Loading Zone. Visitor parking will be allowed only between the hours of 7:00 am and 9:00 pm (Overnight parking by visitors in Lot #1, Lot #2 and Lot #3 is not allowed).

Vehicles displaying a Member decal or a Guest Tag may park at any time in a Visitor space if there is no numbered space available. Members and Guests are urged to move their vehicle to an available numbered space as soon as possible as a courtesy to other Members who may have Visitors needing parking.

Parking at Tall Ship Condominiums is limited to a maximum of two (2) spaces per Unit (including the Reserved parking space) at any time and may not be used to park or store inoperable vehicles.

Members (and their Guests or Renters) may not leave (store) their vehicle in any un-assigned space for more than fourteen (14) consecutive days without prior written approval by TSB. Members may store one vehicle in their assigned space for any extended period provided that their Unit is not occupied or rented by a third party. Members will be responsible to make other arrangements for offsite storage at the North Marina Office, Security Gate, or other suitable Keowee Key location, if TSB is unable to grant approval for temporary extended storage.

Commercial equipment, mobile or motor homes, recreational vehicles and campers, boats and other watercraft, trailers, snowmobiles, or inoperable vehicles shall be strictly prohibited in all Tall Ship parking lots. Vehicles that exceed (20) feet in length, (7) feet in width, (6,000) pounds, or have more than two axles will be also be prohibited. An exception shall be made for a commercial vehicle that is temporarily making use of a parking lot during the day to provide services to a Member.

**ASSIGNMENT AND SUBLEASE:** Member shall not assign or sublease any interest in the RPA.

**DANGEROUS MATERIALS:** Member shall not keep or have on or around the Premises any item of a dangerous, flammable or explosive nature that might unreasonably increase the risk of fire or explosion on or around the Premises, or that might be considered hazardous by any responsible insurance company.

**MAINTENANCE AND REPAIR:** Member will keep and maintain the Premises in good, clean and sanitary condition during the term of the RPA and any renewal thereof.

**SECURITY AND RESPONSIBILITY FOR LOSS:** Member understands that TSB does not provide any security for the Premises. Member's vehicle (and/or their Guests) or other

possessions will occupy the parking space entirely at the risk of the Member. Member releases TSB from any loss, damage, claim or injury resulting from any casualty.

**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 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.

**GOVERNING LAW:** The RPA shall be governed by and construed in accordance with the laws of the State of South Carolina.

**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 TSB and Member.

**CUMULATIVE RIGHTS:** TSB's and Member's rights under the RPA are cumulative and shall not be construed as exclusive of each other unless otherwise required by law.

**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 have caused this Agreement to be executed on**  
\_\_\_\_\_ **(Date of Execution).**

**TSB'S SIGNATURE**

**MEMBER'S SIGNATURE**

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

Print Name

Title: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Print Name