

**AGREEMENT BETWEEN BEACHWALK PROPERTY OWNERS ASSOCIATION  
AND OWNER REGARDING CONSTRUCTION OF A RESIDENCE**

***NB: Items in bold and areas underlined to be completed before signatures are affixed***

This Agreement ("Agreement") is entered into by and among Beachwalk Property Owners Association, an Indiana non-profit corporation ("BPOA"), and

**Owner Name:** \_\_\_\_\_ ("Owner") (together, "the Parties").

**Recitals**

1. Whereas BPOA is the homeowner's association that is charged with administering and maintaining the common elements of the association and does so pursuant to the applicable Declarations and Covenants, as amended and supplemented (the "Declarations and Covenants"), and the By-Laws;
2. Whereas BPOA has adopted building codes for its various neighborhoods;
3. Whereas BPOA has adopted certain policies regarding construction in Beachwalk;
4. Whereas Beachwalk's Board of Directors ("Board") administers the Beachwalk Building Code and the Beachwalk Building Policies through the Architectural and Ecological Review Committee ("AERC"), members of whom are appointed by the Board and report to the Board;
5. Whereas the AERC has received **the attached plans** ("the Plans") for the construction of a residence at

**Address:** \_\_\_\_\_ ("the Residence"); and

6. Whereas Owner has entered into an agreement with

**Builder Name:** \_\_\_\_\_ ("Builder") to construct the Residence.

**Agreement**

The Parties agree as follows:

1. **Recitals.** The foregoing Recitals are incorporated herein as through fully set forth.
2. **Approval of Plans.** BPOA hereby approves the Residence for construction in compliance with the Plans, the Beachwalk Building Code and the Beachwalk Building Policies.
3. **Continued Compliance.** Owner acknowledges that BPOA's approval of the Plans was and is contingent on Owner and Builder continuing to comply with the Plans, the Beachwalk Building Code and the Beachwalk Building Policies.
4. **Enforcement.** The Parties agree that BPOA may, at its discretion, enforce the terms of this Agreement and any part of the Plans, the Beachwalk Building Code

and the Beachwalk Building Policies by filing a lawsuit against Owner and/or Builder seeking damages and/or injunctive relief. The Parties agree that the venue for such a lawsuit shall be exclusively the Superior Court for LaPorte County, Indiana. The Parties further agree that any such lawsuit will be governed only by Indiana law. Owner stipulates for purposes of any claim by BPOA for any injunctive relief that any violation by Owner or Builder of the Plans, the Beachwalk Building Code or the Beachwalk Building Policies will cause irreparable damage to BPOA entitling BPOA to injunctive relief. Owner further stipulates that, notwithstanding any injunctive relief granted to BPOA, BPOA also is entitled to establish damages, if any, from Owner's or Builder's failure to comply with all parts of the Plans, the Beachwalk Building Code and the Beachwalk Building Policies. If BPOA is granted any injunctive relief or damages, Owner agrees to pay all of BPOA's attorneys fees and costs and all costs associated with the enforcement of the Plans, the Beachwalk Building Code and the Beachwalk Building Policies.

5. Security Deposit. In order to protect BPOA from any damage to BPOA's common elements caused by or resulting from the construction of the Residence, and to ensure compliance with approved drawings and plans, Owner agrees to cause Builder to execute the attached Beachwalk Builder's Security Agreement, which is incorporated as though fully set forth herein, and deposit the Security Amount, as defined therein, with the BPOA. If Builder previously executed a Security Agreement in connection with the construction of another Beachwalk residence, BPOA may, in its sole discretion, waive the requirement for an additional Security Agreement for the Residence provided that Builder agrees to amend the earlier Security Agreement to cover and include the Residence.
6. Consideration. Owner acknowledges that BPOA's approval of the Plans constitutes sufficient legal consideration for this Agreement.
7. Miscellaneous.
  - a. Notices. Any notice permitted or required to be given under the terms of this Agreement shall be in writing and shall be deemed given when received by the party to whom it is directed or when deposited in the United States mail, certified or registered, return receipt requested, with postage prepaid, and addressed to the party to be notified at the appropriate address specified below. The mailing addresses of the parties are as follows:  
**To BPOA**  
Beachwalk Property Owners  
Association  
P.O. Box 181  
New Buffalo, MI 49117

**To Owner (Address)**

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**To Builder (Address)**

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- b. Change of Address. The above addresses may be changed by any party by notice given in the manner provided in Paragraph 6.a.
- c. Effect of Agreement. This Agreement shall be binding on, inure to the benefit of and be enforceable by BPOA, and Owner, and their respective successors, assigns and legal representatives.
- d. Section and Paragraph Headings. The section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
- e. Change of Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Indiana.
- f. Counterparts. This Agreement may be executed in multiple counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
- g. Effective Date. The effective date of this Agreement is the date it is executed by BPOA, notwithstanding the date of execution by Owner.
- h. Unenforceability. If any portion of this Agreement shall be held invalid or unenforceable, then so far as is reasonable and possible, the remainder of this Agreement shall be considered valid and operative and effect shall be given to the intent manifested by the portion held invalid or unenforceable.

This Agreement is executed by **BPOA** on **Date:** \_\_\_\_\_

**BPOA**

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

**Name:** \_\_\_\_\_

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

This Agreement is executed by **Owner** on **Date:** \_\_\_\_\_

**OWNER**

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

**Name:** \_\_\_\_\_

Please complete, Save and Send to [AERC@BeachwalkHomeowners.com](mailto:AERC@BeachwalkHomeowners.com)