

## **Exterior Improvement Agreement**

Revised 03/26/08

This agreement is made this \_\_\_\_ day of \_\_\_\_\_, 200\_\_ by and between Bristol View Homeowners Association, Inc., a not for profit corporation, ("Association") in Fairport, New York, 14450, and

\_\_\_\_\_ (the "Owner"), residing at  
\_\_\_\_\_, Fairport, New York 14450 (the "Property").

Summary of Proposed Improvement: Please attached Plans and/or Specifications, if appropriate.

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**Plans and/or specifications are to be included as documents no larger than 8 1/2" x 11" to allow for scanning into our computer system.**

WITNESSETH:

WHEREAS, Owner acquired the Property and is a member of the Association, and

WHEREAS, the Property is subject to the Declaration of Covenants, Conditions and Restrictions dated June 29, 1993 and recorded in the Monroe County Clerk's Office on June 30, 1993 in Liber 8354 of Deeds, at page 84, and all amendments thereto (the "Declaration"), and

WHEREAS, Owner wishes to make certain exterior improvements to the Property, and the Declaration requires the consent of the Board of Directors of the Association for such improvements, and

WHEREAS, the Board of Directors of the Association has given its consent for the improvements proposed by the Owner upon certain terms and conditions, and

WHEREAS, The Association and Owner wish to set forth their mutual agreement with respect to such improvements, and to provide for certain rights and duties to run with the land and be binding upon Owner and all subsequent owners of the property.

NOW THEREFORE, in consideration of one dollar (\$1 .00) each in hand received by the other, and other good and valuable consideration, and the terms and conditions hereinafter set forth, the parties hereto agree as follows:

1. All exterior improvements, and all materials used in connection therewith shall be made in accordance with the plans and specifications attached and made a part of this Agreement as Schedule A, and pursuant to the rules, regulations and requirements of the Association. All work shall be completed at the cost and expense of the Owner in a good and workmanlike manner consistent with the custom of the community for the trade. Once commenced, all work shall be diligently pursued and completed with due care to the surrounding property of the Association and other members of the Association. The Association shall incur no expense or cost for the installation of the improvement.

2. To facilitate lawn care, no exterior improvement shall be allowed which would create narrow (less than 4 feet wide) or dead-end areas that cannot be mowed with equipment currently in use. No plantings, bird feeders, lighting appliance or other item shall be placed in such a way that it restricts passage from one back yard to the next backyard or from front yard areas to backyard areas to a width of less than four feet without Association approval.