

## **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.

Vegetable plants are not allowed in areas visible from the street but upon approval by the Homeowner Association, a limited number of vegetable plants may be placed in the rear of a home only in locations not visible by neighbors. It is suggested that such planting is done in pots or planters.

No improvement shall materially alter the existing topography of the property and/or the surrounding area, or adversely impact the existing drainage in and about the area to be improved. The Owner is responsible for assuring that no such effect upon lawn areas, topography or drainage occurs.

3. Any area damaged or disturbed by the construction of the proposed improvement shall be restored to its original condition at the sole cost and expense of the Owner. Restoration and repair shall be promptly completed and shall result in the complete restoration of the area to the condition it was in prior to the construction.

The Owner shall maintain the improvement and the altered area in the same manner as the Association maintains the surrounding common areas.

4. If the improvement is landscaping in the front or side areas of the Property visible from the street, the Association shall maintain the altered area in the same manner as common areas except that, if an Owner-installed planting dies or becomes unsightly, the Association may remove it and not replace it. In locations other than the front or side areas visible from the street, the Owner shall be solely responsible for the maintenance of all physical improvements and plantings in the altered area.

5. All physical improvements shall be made at the risk of the Owner, and the Association shall not be responsible for any loss or damage to any physical improvement in the altered area. Approval of a requested improvement by the HOA shall not constitute assurance that the requested improvement meets the requirements of any governmental rules, regulations or building codes. Such approvals must be obtained by the Owner directly from the appropriate governmental body.

If, after completion of the improvement, an approved landscaping improvement must be disturbed to allow maintenance or repair on any HOA, governmental or other community facility or service, the HOA shall not be responsible for any damage done to such improvement nor shall the HOA be required to return the improvement to its condition before the required maintenance.

6. Any area enclosed by an improvement shall be solely maintained by the Owner. The Association shall not go within an enclosed area to perform any maintenance or repair service whatsoever.

7. With respect to underground pet containment systems, the Owner expressly agrees to abide by the rules and regulations of the Association as previously adopted and published, and the Owner expressly confirms the agreement to:

- a. Not allow any animal upon the common area unattended.
- b. Promptly remove and properly dispose of all pet generated waste.
- c. Repair all damage to improvements and landscaping within the common area and/or Property caused by the Owner's pet.
- d. Not permit the pet to be a nuisance or threat to the Association's membership, their guests and invitees.

With respect to underground pet containment systems, the Owner hereby confirms the assumption of responsibility for the repair and maintenance of the underground improvements. The Association shall not be responsible for any damage to underground improvements. The forgoing release of responsibility on the part of the Association shall not be a limitation of the general terms of the Association's exculpation set forth throughout this Agreement.

8. Should Owner opt to remove the improvement, the Owner shall properly dispose of the materials and shall return the area to its original condition, all at the Owner's sole cost and expense.

9. Upon request, the Owner shall provide the Association with a copy of the contract for the improvement, and Owner shall provide the Association with evidence of Builder's Risk Insurance Coverage for the contractor performing the work.

10. Upon default, the Association shall have the option of retracting its consent and Owner shall remove the improvement and restore the area to its original condition. The Association shall have the option, but not the duty, to perform the obligations of the Owner, under this Agreement, upon default of the Owner after ten (10) days written notice and demand. All sums expended together with interest at the maximum legal rate, and reasonable attorneys fees expended in enforcing this Agreement, shall be deemed common charges due the Association by the Owner and added to the \next month's Association common charge statement.

11. This Agreement shall not be construed to permit any present or future improvement to the Property or to any other property in the development, or as the waiver of any right of the Association to review and approve or reject any subsequent improvement to the Property or any other property in the development.

12. The terms of this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, successors and assigns, and to all future owners of the Property. The Owner shall provide all future owners with a copy of this Agreement prior to the transfer of title.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

BRISTOL VIEW HOMEOWNERS ASSOCIATION, INC.

By:

\_\_\_\_\_  
Fred Weber, Chairperson, Landscaping Committee

\_\_\_\_\_  
Marilyn Steane, Chairperson, Architecture Committee

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Owner

Daytime Phone # \_\_\_\_\_

Evening Phone # \_\_\_\_\_

E-Mail Address \_\_\_\_\_@\_\_\_\_\_

**Bristol View Homeowners Association, Inc.**

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