

Exterior Improvement Agreement
OF THE
BRISTOL VIEW HOMEOWNERS ASSOCIATION, INC.
Revised 06/26/2013

This agreement is made this _____ day of _____, 20____ by and between Bristol View Homeowners Association, Inc., ("Association") in Fairport, New York, 14450, and _____ (the "Owner"), residing at _____ Fairport, New York 14450 (the "Property").

Summary of Proposed Improvement (Please attach Plans and/or Specifications)

Plans and/or specifications must, if possible, be included as documents no larger than 8 1/2" x 11" to allow for scanning into our computer system

WITNESSETH:

WHEREAS, Owner, being a Member of the Association, and wishing to make certain exterior improvements to his Terrace Home ("Home") and/or Association Property ("Property") as indicated in the attached Plans and/or Specifications, acknowledges that the Declaration of Protective Covenants, Conditions, Restrictions Easements, Charges and Liens and all amendments thereto ("Declaration") requires the consent of the Board of Directors of the Association for such improvement.

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. Owner affirms that he is aware of and accepts his rights, rules and responsibilities to the adjacent Owner and to the Association as described in the Declaration (Article IV, Section 4.05 and 4.06) and the Rules of the Architectural Committee and agrees to abide by those rule and the following additional terms and conditions.
2. All improvements to any Property shall be made at the risk of the Owner, and the Association shall not be responsible for any loss or damage to any improvement in the altered area. Approval of a requested improvement by the Association shall not constitute assurance that the requested improvement meets the requirements of any governmental rules, regulations or building codes.
3. 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. All work shall be completed at the sole cost and expense of the Owner in a good and workmanlike manner. Once commenced, all work shall be diligently pursued and completed with due care to the surrounding Property and other Members of the Association. The Association shall incur no cost or expense for the installation of the improvement. Upon request, the Owner shall provide the Association with a copy of the contract for the improvement, and evidence of Builder's Risk Insurance Coverage for the contractor performing the work.
4. To facilitate lawn care, no improvement shall be allowed which would create narrow (less than four (4) feet) or dead-end areas that cannot be mowed with equipment currently in use. No plantings or other items shall be placed in such a way that it restricts passage from one back yard to the next backyard or from front yard to backyard without Association approval.
5. No exterior improvement shall be installed within two (2) feet of an adjacent Home without Association approval. The adjacent Owner and the Association shall not be obstructed from performing repairs and maintenance on the adjacent Home.
6. No improvement shall materially alter the existing topography of the Property and the surrounding area or adversely impact the existing drainage in and about the area to be improved.

7. 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.
8. 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 all 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 improvements and plantings in the altered area and shall maintain the improved area in the same manner as the Association maintains the surrounding areas. The Association shall not go within an enclosed improved area to perform any maintenance or repair to the improvement.
9. Should Owner wish to remove an improvement, Owner shall request approval of the proposed removal by submitting an Exterior Improvement Agreement. If the request is approved, Owner shall properly dispose of all materials and shall return the area to its original condition as a grassed area at the Owner's sole cost and expense.
10. If, after completion of the improvement, an approved landscaping improvement must be disturbed to allow maintenance or repair on any Association, governmental or other community facility or service, the Association shall not be responsible for any damage done to such improvement nor shall the Association be required to return the improvement to its condition before the required maintenance.
11. Owners may install an underground pet containment system only upon approval by the Association of an Exterior Improvement Agreement. Owner agrees to abide by the rules set forth in the Rules of the Architectural Committee .
12. 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 by the Association together with interest at the maximum legal rate, and reasonable attorney's fees, expended in enforcing this Agreement shall be deemed common charges due the Association by the Owner.
13. 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.
14. 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: _____
 Member of the Board of Directors Title

 Owner

 Owner

Daytime Phone # _____

Evening Phone # _____

E Mail Address _____ @ _____