



**AGREEMENT**  
**(FOR Units Located within Blue Ridge Condominium)**

**AGREEMENT** made this \_\_\_day of\_\_\_, 20\_\_\_, by and among BLUE RIDGE HOMEOWNERS ASSOCIATION, INC. (hereinafter referred to as the "Association"), having an office at 899 Golf Lane, Medford, NY 11763, BLUE RIDGE CONDO I & CONDO II (hereinafter referred to as the "Condominium"), having an office at 877 and 888 Golf Lane, Medford, NY 11763 and

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(Insert name and address of homeowner) (Hereinafter collectively referred to as "Homeowner").

**WHEREAS**, Homeowner has requested permission of Association and Condominium to

\_\_\_\_\_ (describe request); and

**WHEREAS**, the Association and Condominium have investigated the matter and have decided to approve homeowner's request subject to, among other things, the terms and conditions set forth below.

**NOW, THEREFOR**, in consideration of the approval of the Association and Condominium of homeowner's request, homeowner hereby agrees as follows:

1. The improvement for which approval is being sought is done at by own risk. I understand and agree that neither the Association nor the Condominium makes any promises or representations as to the safety or appropriateness of the work to be performed.
2. I hereby waive any and all claims I presently have, or hereafter may have, against Blue Ridge Homeowners Association, Inc. its Architectural Committee, members of its Board of Directors and/or Architectural Committee, its agents, employees and representatives and Blue Ridge Condo I and Condo II, members of its Board of Managers, its agents, employees and representative arising from, or connected with, the installation, use or ownership of \_\_\_\_\_.
3. I hereby agree to hold harmless and indemnify Blue Ridge Homeowners Association, Inc. its Architectural Committee, members of its Boards of Directors and/or Architectural Committee, its agents, employees and representatives and Blue Ridge Condo I and Condo II, members of its Board of Managers, its agents employees and representative from and against any losses, costs and damages, including attorney's fees, connected with or arising from installation, ownership or use of the \_\_\_\_\_.
4. I agree to maintain, repair and/or replace the \_\_\_\_\_, so that it is continuously in a safe condition and attractive appearance. I further agree and represent that I will maintain, repair and/or replace the \_\_\_\_\_ to the reasonable satisfaction of the Condominium. In the event I fail to perform any item of maintenance, repair or replacement requested by the Condominium after reasonable notice, I agree that the

Condominium shall have the right to perform such item of maintenance, repair or replacement on my behalf and to charge me for the cost thereof, Any and all such costs shall be deemed to be additional common charges, subject to all of the collection remedies set forth in the By-Laws, Declaration and in the law.

5. I understand and agree that I am obligated to obtain and maintain homeowners' insurance coverage for the benefit of the Condominium and Association. I further warrant and agree that such coverage shall extend to the hold harmless and indemnification provisions contained in this Agreement. In the event I fail to maintain such insurance, either the Condominium or the Association shall have the right but not the obligation to purchase such insurance on my behalf and to charge me for the cost as additional common charges/assessments. I further understand that in the event I do not obtain the insurance required in this Paragraph, that either the Condominium or the Association shall have the right to revoke its consent to the making of the improvement and to require that it be removed at my cost and the area be restored to its original condition.
6. I understand and agree that when I sell my home it is my responsibility to bring this Agreement to the attention of the buyer so that it will be an obligation which runs with ownership of my unit and binds all future purchasers. In the event of any conflict or inconsistency between this document and any document signed by homeowner in connection with the installation of the terms of this document shall be controlling.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement  
as of date  
set forth above.

BLUE RTDGE HOMEOWNERS ASSOCIATION INC.

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

BLUE RIDGE CONDOMIMUM I

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

BLUE RIDGE CONDOMIMUM II

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

Homeowner(s):

\_\_\_\_\_