



Legacy Bay Homeowners Association
 6035 Paradise Cove Drive
 Mooresburg, Tennessee 37811

Construction/Site Alteration
 Agreement
 Form AC 400
 FOR NEW CONSTRUCTION
 AND MAJOR
 RECONSTRUCTION

Construction/Site Alteration Agreement

INTRODUCTION:

Commencement of building or site preparation shall be in compliance with plans and specifications approved in advance by the Legacy Bay Architectural Committee.

Note: Any future plan changes must be reviewed and approved by the Architectural Committee prior to implementation of any changes.

This Agreement shall be signed and/or initialed as appropriate by the Legacy Bay Property Owner and the Prime Contractor and submitted with the Building Plan materials checklist, certificates of insurance, and required fee (see item #17) prior to commencement of construction. The Property Owner and Prime Contractor are responsible for understanding and complying with the Legacy Bay Covenants, Conditions and Restrictions (CCRs) and this Agreement. The Property Owner and Prime Contractor or his sub-contractors and suppliers may be subject to ~~fin~~es and penalties for non-compliance with the Legacy Bay Covenants, Conditions and Restrictions and this Agreement.

The Property Owner is responsible for all actions of his Prime Contractor that occur on or in relation to the construction site except those requirements that are mandated by federal, state and local laws and by Tennessee Valley Authority requirements.

The Prime Contractor is responsible for:

- a) Actions of all employees, sub-contractors and suppliers.
- b) Compliance with Legacy Bay Covenants, Conditions and Restrictions requirements.
- c) This Agreement.
- d) Compliance with all local, state and federal laws and Tennessee Valley Authority requirements.

1. LICENSE: The Prime Contractor must be duly licensed, insured and bonded by the state of Tennessee at all times.
2. INSURANCE: The Prime Contractor shall be required to add Legacy Bay onto their certificate of insurance as an additional insured, certificate holder and loss payee to compensate for any damage to road surfaces, curbing, entrance and exit gates. Certificate shall be submitted with construction plans.

Initials:

Contractor

Homeowner

3. PERMITS AND INSPECTIONS: It is the responsibility of the Prime Contractor along with the property owner to obtain all necessary permits and inspections. Permits must be posted on the display board. (see below).
4. DISPLAY BOARD: Prior to commencement of construction or site alteration, the Prime Contractor must erect a display board not to exceed 3' x 5' and placed at the front of the job site identifying the Prime Contractor with contact information, name of the lot owner with the lot number, all work permits and all mandated federal and

state employment documentation applicable to construction with all federal, state and local mandated health and safety documentation. No other signage, except for ‘no trespassing’, may be posted on the job site.

Initials: _____ Contractor _____ Homeowner

- 5. DAMAGE MITIGATION: Silt fences/erosion control must be in place prior to commencement of construction. Silt fences must not encroach on adjacent lots unless specific written authorization is obtained from the adjacent lot owner and provided to the Architectural Committee. Storm drains within 100 feet of property corners are to be protected from water run-off and downspouts should be directed towards the property with consideration given to proper water retention and discharge control. The property owner agrees to mitigate all damages due to drainage or run-off to any properties, roadways, culverts, storm drains, natural waterways or geographic/geological anomalies in Legacy Bay due to the re-grading, re-contouring or changes to the site/lot in question. The cost of all such mitigation shall be the responsibility of the property owner of the originally altered lot.

Initials: _____ Contractor _____ Homeowner

- 6. ACCESS TO PROPERTY UNDER CONSTRUCTION: The Property Owner and the Prime Contractor acknowledge the Architectural Committee or Legacy Bay Board of Directors or it designee(s) shall have access at any time to the construction site for the purpose of inspection to determine compliance.

Initials: _____ Contractor _____ Homeowner

- 7. PARKING: Parking of personal vehicles or construction equipment including, dumpsters and portable field toilets, are not permitted in front of or on any property other than the property under construction. Vehicle or construction equipment parking is not permitted in front of any residence without that property owner’s expressed permission and prior approval.

No vehicles, trailers or construction equipment may be parked on any street for longer than 24 hours. Vehicles may not remain parked on any street between Saturday 8:00 pm through Monday at 6:30 am or on any national holidays.

- 8. REFUSE: The job site must be policed daily and kept free of debris to prevent material scattering throughout the community. An appropriately sized dumpster for refuse and cast-off materials must be present on the construction site at all time (unnecessary for “site alteration” only request). The dumpster must be located off the street and not closer than 10’ from the curb line and any utility boxes and must be within the setbacks of the property under construction. Positively no burning or burying of refuse or building materials will be permitted on the worksite or anywhere in the community except that one outside fire, contained in a metal barrel or other non-flammable border is permitted for warmth when the temperature is below 45 degrees Fahrenheit. Such warming fire shall burn only clean untreated lumber, no garbage, plastics, insulation, foam, siding, roofing or other potentially hazardous materials are permitted to be burned. Such warming fires must be completely extinguished at the end of the workday or whenever the site is unsupervised and remain without residual smoke or embers. The contractor must obtain a fire permit when required.

Initials: _____ Contractor _____ Homeowner

9. **SANITATION:** An appropriate field toilet must be located directly on the construction site, not on the common street, in front of another lot or on any adjacent lot beginning with the onset of construction or home alteration until construction is concluded and workers are no longer present. The field toilet must be situated in an unobtrusive location away from occupied homes and not be offensive.

Initials: _____
Contractor Homeowner

10. **WORK TIMES:** To limit unfavorable construction noise and maintain harmony in the community, construction is restricted to Monday through Saturday between 7:00 am and 8:00 pm. Construction crews may not enter Legacy Bay Property on Sundays nor on the following holidays for any reason other than an emergency situation requiring immediate attention: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. The Association president or other member of the Board must be made aware of any emergency requiring access during restricted hours.

11. **GATE ACCESS CODES:** The Prime Contractor will be provided a Legacy Bay gate access code during the period of construction or site alteration. The gate access code will open the gate only between 6:30 am and 8:00 pm Monday through Saturday. The Prime Contractor is responsible for ensuring the access code is provided only to essential sub-contractors and employees and that the code is not used by anyone for personal access to the property. For emergency entry the Prime Contractor will contact the appropriate party from the gate resident access box.

12. **TREES:** No tree may be cut or removed without the written prior approval of the Architectural Committee.

Initials: _____
Contractor Homeowner

13. **UTILITIES:** The Prime Contractor shall ensure all work on utility lines will not interrupt or sever cable TV, electric or telephone lines to any Legacy Bay property.

Initials: _____
Contractor Homeowner

14. **NUISANCE AND NOISE:** The Prime Contractor shall intervene immediately to cease any unnecessary nuisance and noise from loud music and unnecessary idling of machinery or vehicles on the construction site.

Initials: _____
Contractor Homeowner

15. **EQUIPMENT:** All non-rubber tired equipment used in clearing, excavating or construction on a lot shall be loaded or unloaded only within the lot's boundary lines and not onto the roadways or curbs unless proper matting is used to protect road surfaces and curbs.

16. **GRAVEL ACCESS:** Gravel or stone access to the site must be installed for construction vehicles prior to commencement of construction to minimize mud, dirt, and construction debris from being tracked onto Legacy Bay roadways and curbing. Golf ball sized gravel is suggested.

Initials: _____ Contractor _____ Homeowner

17. **ROADWAY CLEARANCE AND TRAFFIC:** Roadways must remain clear of all construction equipment and building materials including stones, rocks, gravel and mud. Off-loading building materials must only be onto the construction site. The Prime Contractor is financially responsible through insurance for damage to common property caused by employees, sub-contractors or suppliers including roadways, curbing, entrance and exit gates and neighboring properties. Hilly areas must be protected from water run-off with hay bales and silt fences to reduce or redirect water and debris away from roadways and drains. Foot and vehicular shortcuts through neighboring properties is prohibited.

Initialed: _____ Contractor _____ Homeowner

18. **ALCOHOL AND ILLEGAL SUBSTANCES:** Use of alcohol or illegal substances of any kind by construction workers are not permitted on Legacy Bay property.

19. **LEGACY BAY COMMON PROPERTIES:**

- a) All Legacy Bay amenities are for the sole use of Legacy Bay property owners and their invited guests.
- b) Only authorized persons involved with the Prime Contractor and construction activities are permitted on Legacy Bay property.
- c) The property owner and Prime Contractor are responsible to repair at their cost, any common property damage within Legacy Bay caused by them or their employees, sub-contractors or suppliers. This includes gates, roadways, curbing underground utilities, drainage lines and sewers. Road gutters shall not be removed, reduced, cut or altered in any way for any reason.
- d) The Prime Contractor shall ensure all employees, sub-contractors and suppliers do not attempt to forcibly push open the entrance or exit gates and shall be financially responsible if damage occurs. The Prime Contractor shall ensure all trades will not attempt to circumvent gate entry into Legacy Bay.

Initials: _____ Contractor _____ Homeowner

20. **OCCUPANCY:** Newly constructed homes may be occupied only and not until the Certificate of Occupancy is issued by the State of Tennessee.

Any violations or non-compliance of any items listed in the Agreement and any other issues as identified by the Legacy Bay Architectural Committee, the Board of Directors or its designee(s) shall be remedied by the property owner and the Prime Contractor within 48 hours. If additional time is required, the AC must be advised with stated

reasons for delay. If not advised, the Association may take legal action to enforce same to include injunctive relief, damages and costs including reasonable attorney's fees.

Legacy Bay Property Owner

Date

Prime Contractor

Date

Chair, Architectural Committee
Legacy Bay Homeowner's Association

Date

If you have any questions please contact the Architectural Committee at legacybayarchitecturalcomm@gmail.com
Or call the Association at 423 272 3697. (Messages left at this phone number will be returned within 72 hours.)