



## **New Home Construction Agreement**

**INTRODUCTION:** Building or site alteration shall be in compliance with plans and specifications approved by the TLPOA Architectural Review Committee prior to commencement of any construction.

**Note:** Once the plan is approved, any changes must be approved by the TLPOA Architectural Review Committee prior to the changes being implemented.

This Agreement shall be signed by TLPOA Owner and the Prime Contractor and submitted with the list of construction materials prior to commencement of construction. The Property Owner and Prime Contractor are responsible for understanding and compliance with the Turners Landing Covenants, Conditions and Restrictions and this Agreement. The Property Owner and Prime Contractor or his subcontractors and suppliers may be subject to fines and penalties for non-compliance with the Turners Landing 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 that are the sole responsibility of the Prime Contractor. The Prime Contractor is responsible for all actions of all employees, subcontractors, and suppliers. The Prime Contractor is responsible for complying with all requirements of the Turners Landing Covenants, Conditions and Restrictions, this Agreement, as well as all local, State and Federal laws and Tennessee Valley Authority requirements.

1. **LICENSE:** The Prime Contractor must always be duly licensed and bonded by the State of Tennessee unless the Property Owner assumes the position of Prime Contractor.
2. **INSURANCE:** The Prime Contractor must have general liability insurance and it is recommended that the Property Owner obtain a Builder's Risk Insurance Policy or Homeowner's Policy with a Builder's Risk endorsement on the property throughout the time period of the construction or site alteration in an amount sufficient to cover possible damages to Turners Landing roadways and Turners Landing common areas by contractors, subcontractors, suppliers and employees. A certificate of general liability insurance indicating this coverage and the amount must be submitted to the Turners Landing Architectural Review Committee prior to commencement of any activities on the construction site. In the event the Property Owner assumes the position of Prime Contractor the Property Owner must obtain liability insurance sufficient to cover any damages that may occur.
3. **PERMITS and INSPECTIONS:** It is the responsibility of the Property Owner and the Prime Contractor to obtain all necessary permits and inspections.



4. **SURVEY OF PROPERTY:** Prior to any construction a boundary survey must be completed by a licensed engineer or surveyor designating the boundaries of the property at the expense of the Property Owner.
5. **DAMAGE MITIGATION:** Silt fences/erosion control must be in place during construction. Silt fences must be installed to prevent any erosion on the streets, bordering property, or gravel driveways used during construction to prevent mud and debris from entering streets. The Prime Contractor must submit a plan to install and maintain silt fences as described. Storm drains within 100 feet of property corners are to be protected from run-off and downspouts should be directed in towards the property with consideration given to proper 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 Turners Landing due to the re-grading, re-contouring or changes to the site/lot in question. The cost of all such mitigation shall be responsibility of the property owner of the originally altered lot.
6. **TIME TO COMPLETE CONSTRUCTION:** The time to complete the exterior of the dwelling is 9 months. In the event inclement weather is considered to delay the normal construction time frame, the Prime Contractor must claim the delays as they occur. Delays may not be claimed at the conclusion of the 9 month completion period. The time starts at ground breaking during civil construction. This is required to minimize the construction debris in the community and the community roadways. The exterior of the property completion will include any portion of the new dwelling that is visible from the street. Including, but not limited to, entire exterior of home, drive way(s), walk way(s), lawn (must at least be seeded), landscaping, and all utility connections. At the time of exterior completion all construction material, debris, and signage must be removed. A dumpster and portable sanitation may remain on the property if required until the interior of the house is completed. If the Property Owner has any indication the exterior of the dwelling may not be completed in the allowed time, the Property Owner must contact the Architectural Review Committee immediately in writing.
7. **ACCESS TO PROPERTY UNDER CONSTRUCTION:** The Property Owner and the Prime Contractor acknowledge that the TLPOA Architectural Review Committee or the Turners Landing Board of Directors or its designee(s) shall have access at any time to the construction site for the purpose of inspection to determine compliance.
8. **PARKING:** Parking of personal vehicles or construction equipment including dumpsters and portable toilets is not permitted in front of or on any property other than the property under construction, limited to the requirements indicated in subsections a, b, and c below. Parking of vehicles or construction equipment is not permitted in front of any residence without that property owner's prior approval.



- a) Vehicles or trailers may not be parked for greater than 24 hours on any street.
  - b) No construction equipment of any kind may be parked on any street for greater than 24 hours.
  - c) Vehicles described in subsection a and b above may not remain parked on any street between 8:00pm Saturday and 7:00am Monday.
9. REFUSE: The job site must be maintained clean and free of debris.
- a) An appropriately sized dumpster for refuse and cast-off materials must be on the construction site at all times.
  - b) The construction site will be cleaned of debris daily and not allowed to accumulate on the site. Debris must be placed in dumpster or removed from the site every day.
  - c) Under no circumstances is burning of any material or open fires allowed on the construction site at any time.
  - d) Grass and weeds must be trimmed bi-weekly at a minimum. If conventional mowing of the property is not possible during the construction period due to rough grade on the property, the weeds and grass must be cut using a string trimmer at a minimum to prevent overgrowth of weeds.
10. SANITATION: An appropriate temporary toilet must be on the construction site from the beginning of the construction, and during site alteration if site alteration takes an extended period of time, until such time as the construction is completed and there are no longer workers on site. The temporary toilet must be located on the lot under construction in a location that is not offensive or noxious to occupied homes, preferably at the rear of the property under construction, if possible.
11. WORK TIMES: To limit unfavorable construction noises and maintain harmony in the community, construction is restricted to Monday through Saturday during the hours of 7:00 A.M. and 8:00 P.M. Sundays as necessary. Construction crews may not enter Turners Landing property on Holidays; Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas, or New Year's Day for any reason other than an emergency situation requiring immediate attention. The Turners Landing President or other member of the Board must be made aware of any emergency requiring access during non-permissible hours.
12. TREES:
- a) Not more than 50% of existing trees which are 12 inches or more in diameter, measured at a height of 4 feet, shall be removed from any Lot, except for dead, hazardous, and diseased trees.
  - b) Existing trees and natural cover (wildflowers, groundcover, shrubs, etc.) shall be preserved wherever possible and practical.



13. UTILITIES: The Prime Contractor shall ensure that all work on utility lines will not interrupt or sever cable TV, electric, or telephone lines to any Turners Landing property. Underground location services must be contacted prior to any excavating.
14. NUISANCE AND NOISE: The Prime Contractor shall intervene immediately to cease any unnecessary nuisance and noise on the construction site. Such nuisance and noise include, but is not limited to, loud music and unnecessary idling of machinery or vehicles.
15. EQUIPMENT: All equipment that is not rubber tired used in clearing, excavating or construction on a lot shall be loaded or unloaded only within the boundary lines of the lot under construction, not on the roadways or curbs without the use of proper matting to protect the roadways.
16. ROADWAY CLEARANCE AND TRAFFIC: For new construction or major reconstruction, all roadways must be kept clear and clean of construction equipment, building materials and debris including, but not limited to, mud, dust, stones, rocks or any other construction materials or debris. Rocks, stone, bricks, blocks, lumber, roofing and other construction materials must be off-loaded onto the property under construction only and not on Turners Landing roadways or adjacent properties. Foot and vehicular shortcuts through neighboring properties are prohibited. Damage to roadways and neighboring properties caused by the Prime Contractor, his subcontractors, employees, or suppliers is the financial responsibility of the Prime Contractor.
17. GRAVEL ACCESS: Prior to construction, a gravel access, when necessary, shall be created on the property for vehicles entering the construction site so as to minimize mud, dirt and construction debris on Turners Landing roadways. Any mud, dirt, or construction debris must be removed immediately by the Property Owner or Prime Contractor. In the event mud, dirt, or construction debris is not removed immediately it will be removed by the Turners Landing Property Owners Association and all costs and financial penalties, if any, assigned to the Property Owner.
18. ALCOHOL AND ILLEGAL SUBSTANCES: Use of alcohol or illegal substances of any kind by construction workers is not permitted on Turners Landing property.
19. TURNERS LANDING COMMON PROPERTIES:
  - a) The use of the marina, marina parking lot, and the boat ramp are for Turners Landing property owners and their invited guests only.
  - b) The contractor, his employees and subcontractors are not allowed to bring animals, children, or non-essential persons into Turners Landing.
  - c) The Property Owner and the Prime Contractor must ensure all employees and sub contractors obey the Turners Landing speed limit at all times.



**Turners Landing Property Owners Association**  
PO Box 67  
Russellville, TN 37860  
website: [www.turnerslandingpoa.com](http://www.turnerslandingpoa.com)

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- d) The Property Owner and the Prime Contractor are financially liable for any damages caused by subcontractors, employees, or suppliers to any of the common property of Turners Landing. Care must be taken to ensure that there is no damage to roadways, curbing, underground utility lines, drainage lines and sewers anywhere within the Turners Landing development.
- 20. **REMEDIATION:** In the event of an infraction of any items on this document the Property Owner will be notified in writing by letter or email. If an acceptable schedule for remediation of the infraction has not been submitted to the Association in 5 business days the Association reserves the right to correct the infraction and invoice the Property Owner a reasonable amount for correction of the issue, including any legal fees, expenses, and fines.
- 21. **OCCUPANCY:** Homes may be occupied only when the Certificate of Occupancy is issued by the State of Tennessee. Any violations or non-compliance of any items listed in this Agreement and any other issues identified the Turners Landing Architectural Review Committee, the Board of Directors or its designee(s) shall be remedied by the property owner and the Prime Contractor within 24 hours. If not done so, the Association may take legal action to enforce same to include injunctive relief, damages, and costs including any reasonable attorney's fees.

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Turners Landing Property Owner \_\_\_\_\_ Date \_\_\_\_\_

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Prime Contractor \_\_\_\_\_ Date \_\_\_\_\_

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Chair, TLPOA Architectural Review Committee \_\_\_\_\_ Date \_\_\_\_\_