

Construction Company Agreement

(Revised 2026-04)

This Construction Agreement (“Agreement”) shall be between the Cedar Falls HOA (“HOA”) and the Construction Company known as _____, its contractors, and subcontractors (the “Companies”) for purposes of construction within the resort known as Cedar Falls HOA (the “Resort”). This Agreement shall remain in effect from date of the below acknowledgment by the parties hereto and for a period of up to the completion of the approved construction as evidenced by the filing of the Notice of Completion with Sevier County.

We would like to remind construction companies and their subcontractors that work on behalf of the owners with the following:

1. The posted speed limit within the Resort is 17 ½ mph and shall be observed by all Companies.
2. Construction Hours. The working hours of construction shall be from 7:00 am to 6:00 pm, Monday through Saturday, except on certain holidays. Additional hours may be approved of the association board on an exception basis. There shall be no construction of any type on Sunday.
- 3.
4. All construction within the resort must have copies of building plans, including elevation drawings, plat drawings, permits, location and type of driveways, walls, etc., filed with the HOA before construction begins.
5. Discarded materials and trash must be stored within approved dumpsters or similar construction type containers. The responsible Companies are also responsible for any trash that blows on to other properties within the Resort. It is expected that the construction site will remain free of debris and safety hazards.
6. The Companies will prepare and place barriers for runoff to storm drains or other properties, as appropriate and ensure that they are maintained and performant throughout the construction period.
7. Due to the wooded areas and natural dropping of leaves and other dried materials, burning of any construction materials is expressly prohibited.

Open burning of construction debris or woodburning fire pits is strictly **PROHIBITED** and will be stringently enforced. Contractors and/or owners found to be burning construction debris or owners found to be using woodburning outdoor fire pits will be subject to a fine. A second offense will result in the issuance of a Stop Work Order, an additional fine, and the contractor may be banned from future construction in the Resort.

8. Companies are not to be found “dumping” of trash in the resort, particularly in the wooded and undeveloped areas of the resort. Not only is this a violation to the HOA restrictions but creates an eyesore in the Resort. The HOA reserves the right to collect fees for cleanup of debris on common areas and roadways.
9. There shall be no clear-cutting of areas outside the boundaries of the surveyed lot. Any tree debris, limbs, etc. that are cut must be removed by the Companies.
10. The construction entrance is to be the only way to enter and exit the Resort. The covered bridge entrance is not to be used by construction vehicles and equipment.
11. The Board of the HOA reserves the right to instruct the owner and any Companies, or agent for hire, to make corrections if found to be in breach of these guidelines. Such instructions shall be provided through written notice to said party on site and the owner of record. The Board reserves the right to instruct the Companies and Owner by written notice to cease all work if said breach is not corrected.

By signature below, the Companies accept this Agreement and deposits required fee(s) with the HOA as described in these guidelines.

Agreed to and Accepted By

Signature

Company Name

Date