

Owner Construction Agreement

(Revised 2026-04)

This Owner Construction Agreement (“Agreement”) shall be between Cedar Falls HOA (“HOA”), 96 Willowridge Circle, Jackson, TN 38305 and the titled owner (“Owner”) of the lot or property known as _____, within the resort of Cedar Falls (the “Resort”) for construction to be done on property designated as Lot # _____ and/or street address as _____, Sevierville, TN 37862. This Agreement shall remain in effect from date of the below acknowledgment by the parties and for a period up to the completion of the approved construction.

These guidelines shall apply for any construction carried out in the resort.

WHEREAS:

All construction within the resort must have copies of building plans, including elevation drawings, permits, list of materials, parking plans, renderings, etc., filed with the HOA before construction. Any construction underway without written approval of plans may be subject to fines, assessments, other fees or remedies at law. In addition, the owner agrees to cease all work until such approvals are received.

Discarded materials and trash must be stored within approved dumpsters or similar construction type containers. The 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.

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.

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 for the first offense. A second offense will result in the issuance of a Stop Work Order. The contractor may be banned from future construction in the Resort.

Companies are not to be found “dumping” of trash in the resort, particularly in the wooded and undeveloped areas of the resort. The HOA reserves the right to collect fees for cleanup of debris on common areas and roadways. Where construction debris is found in common areas, such costs shall be charged to the individual responsible party.

The construction entrance is to be the only way for construction equipment to enter and exit the Resort. The main entrance through the covered bridge is not to be used.

Cedar Falls Homeowners Association
96 Willowridge Circle
Jackson, TN 38305
(513) 378-6338
Email: cfhoamanager@cedarfalls.org

All companies are required to demonstrate they carry insurance on their property and workers throughout the construction phase. Further, by signature herein, the Owner will fully indemnify and hold harmless, the resort, Cedar Falls HOA, and neighboring property owners against all suit, claims, actions, loss, or expense.

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 verbal or 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 of a serious nature and not corrected.

The owner shall be fully responsible for adherence to these guidelines and all local and state building ordinances.

It will be the responsibility of the Owner to remediate any damage done throughout the resort including roadways, drainage, sewer, utilities, etc.

By signature below, the Owner accepts this Agreement with the HOA as described in these guidelines.

Agreed to and Accepted By

Signature

Owner Name

Lot Number and Street Address

Date