

OVERTON RETREAT OWNERS ASSOCIATION

Contractor Rules

These Contractor Rules (“Rules”), adopted by the Overton Retreat Owners Association, Inc. (the “Association”), apply to all work (both interior and exterior) performed by any contractor on any Lot within the Overton Retreat Subdivision located in Warren County, TN (the “Subdivision”). For purposes of these Rules, all references to “contractor(s)” also include all employees, representatives, agents, subcontractors and suppliers of a contractor, except to the extent the context clearly indicates otherwise. It is the responsibility of all Owners to ensure that all contractors working for them are provided with a copy of these Rules prior to the commencement of any work. Likewise, it is the responsibility of all Owners to ensure that all of their contractors comply with these Rules. The Association has the right to suspend any contractor work activity in violation of any of the provisions of these Rules, and the Association shall not be liable for any damages or losses sustained as a result thereof.

1. Permitted work hours:

a. The following schedule shall apply for ALL interior and exterior work, including all clearing, grading and other site work:

Monday Through Friday:

October through April: shall start no earlier than 7:00 a.m. and continue no later than 5:00 p.m. on Mondays through Fridays.

May through September: shall start no earlier than 7:00 a.m. and continue no later than 5:00 p.m. on Mondays through Thursdays, and shall start no earlier than 7:00 a.m. and continue no later than 3:00 p.m. on Fridays.

Saturday:

There shall be no exterior work of any kind on Saturdays that involves the use of any power tools or powered equipment. Interior work and exterior work not involving the use of any power tools or equipment shall start no earlier than 8:00 a.m. and continue no later than 4:00 p.m. on Saturdays, and must not be audible beyond the Lot on which work is being performed.

Sunday and Holidays

There shall be no interior or exterior work of any kind on Sundays, or on New Year’s Day, Memorial Day, the Fourth of July, Labor Day, Thanksgiving, the day after Thanksgiving, and Christmas.

b. No delivery or pickup of equipment or supplies shall occur outside of permitted work hours.

c. Contractors may not be present in the Subdivision other than during permitted work hours.

d. Each contractor shall post and maintain a list of permitted work hours in a prominent location on the worksite, and shall be responsible for notifying others

working for, or at the direction or for the benefit of, the contractor of these permitted work hours and insuring compliance.

e. Notwithstanding any other provisions of these Rules, a person may perform work of an emergency nature for the preservation or protection of life, health or property, or for the beneficial use of the property (such as plumbing, electrical and mechanical repairs), at any time, but the person performing such work or the affected Owner must establish that the work was of an emergency nature.

2. Gate access codes:

a. The Subdivision has a security gate at the entrance to the Subdivision. The only gate codes that a contractor is permitted to use are described below.

b. The project supervisor for all work performed by a contractor will be assigned a unique code that provides 24/7 access to the Subdivision so that the contractor has emergency access to the contractor's work site. This code shall not be given to any other employees or any subcontractors, suppliers or other persons.

c. Each contractor will also be assigned a code that provides limited access during permitted work hours that can be given to employees and subcontractors, but no other persons.

d. All suppliers of equipment and materials must obtain their own codes from the Association.

e. Each contractor shall promptly report to the Association the misuse of any code or the disclosure of any code to any persons or entities not authorized to have that code.

f. Each contractor shall maintain a list of contact names, phone numbers, and license plate numbers for all employees and subcontractors, and shall promptly furnish such list to the Subdivision Property Manager, including all changes and additions to such list.

g. Each contractor and supplier is responsible for all losses and damages suffered by the Association or any Owner caused directly or indirectly by its violation of this Section.

3. Road and common area guidelines:

a. No contractor shall be present in any common area in the Subdivision or any other Lot in the Subdivision for any purpose at any time (other than traveling on the roads to and from the Lot on which its work by that contractor is being performed). Without limiting the foregoing, common areas include the lakeside Pavilion (and restrooms), the Barn, both lakes, and all hiking trails.

b. The speed limit on all roads in the Subdivision is 20 miles per hour. At no time shall any vehicles exceed this speed limit, and speed should be reduced if pedestrians are present.

c. No contractor vehicles or equipment shall be parked on any of the roads or other common areas in the Subdivision at any time or for any purpose.

d. All deliveries of equipment or supplies shall be unloaded within an Owner's Lot. If a self-propelled piece of equipment is too large for delivery within a Lot, the trailer carrying such equipment shall be unloaded in the grassy area along the western side of the triangular intersection of Long Mountain Trail and McGregor Lane.

e. No equipment with metal tracks or metal wheels shall be unloaded or operated on any roads within the Subdivision.

f. No vehicles shall cross the edge of any road at any location other than over the metal culvert serving the Owner's Lot on which the work is being performed.

g. Each contractor shall be responsible for all damages to Subdivision roads caused by the contractor or its subcontractors or suppliers.

4. Rules for individuals working in the Subdivision:

a. Contractors shall not disturb residents or their guests in the Subdivision in any manner. Such disturbances include loud or abusive language and the playing of radios or music that is audible beyond the perimeter of the Lot where work is being conducted. Shirts and other appropriate work attire are to be worn at all times.

b. No alcoholic beverages, illegal drugs, firearms, dogs or pets of any kind, and no contractor family members or friends not involved in the work, shall be brought or invited into the Subdivision by contractors.

c. No solicitation of any kind is allowed.

d. Any individual observed violating the provision of this Section may be asked to leave the Subdivision and may not be allowed to return.

5. Work and worksite guidelines:

a. Once any work on a Lot has commenced, the work must be prosecuted diligently and must be completed within a reasonable time.

b. The contractor is responsible for the condition of the affected Lot during all work. The Lot should be policed at the end of each workday and left in a neat and orderly condition, free of unsightly debris and hazards. The contractor must take all necessary measures to ensure that no trash, litter or debris leaves the Lot other than through proper disposal activities. The contractor shall take all reasonable measures to ensure that none of the contractor's employees, representatives, agents, subcontractors or suppliers deposit or allow any trash or litter to blow into any common area or Lot, and the contractor shall be responsible for promptly removing any such trash or litter.

c. The burning of brush, construction materials, and other debris on private Lots and any common areas is prohibited except with the prior express written permission of the Association.

d. Neighboring Lots and common areas, including roads, may not be used for parking or the storage or dumping of construction equipment, materials, debris, trash or similar items. No concrete supplier shall be allowed to wash out in any common area or other Lot.

e. Contractor vehicles shall not remain in the Subdivision (including any Lot) overnight. Any and all exceptions to this Subsection must be approved in advance by the Association. No construction trailers are permitted.

f. No blasting of any kind is permitted.

g. After work on a Lot commences, the contractor with overall responsibility for the work (usually the general contractor) will be permitted to post one customary, unlighted sign on the Lot not to exceed six (6) square feet in surface area and four (4) feet in height. No subcontractor, supplier or other signs will be permitted. The sign must be promptly removed at the completion of the work. The contractor will be responsible for ensuring that no subcontractors or suppliers place any signs anywhere in the Subdivision near the gate for the Subdivision, and no contractor shall place any sign anywhere else in the Subdivision or near the gate.

6. All contractors, regardless of the nature of the work being performed, must have and maintain adequate amounts of (a) commercial general liability insurance covering claims or liability for property damage, personal injury/death and automobile liability, and (b) workers compensation insurance. The limits for liability insurance must be a minimum of \$1,000,000 per occurrence and the limits for workers compensation shall be at least the minimum required under applicable law. Each contractor shall provide proof of insurance upon the request of the Association.

7. To the full extent allowed by law, a contractor shall be liable for, and shall indemnify and hold harmless the Association, Overton Mountain Development Partnership, and all Owners of Lots in the Subdivision against, all injuries, losses, damages and claims caused in whole or in part, directly or indirectly, at any time by the contractor or any individual or entity working for, or at the direction or for the benefit of, the contractor, including all of the contractor's employees, agents, subcontractors and suppliers at any tier.

8. When required by law, contractors and subcontractors must be properly licensed in the State of Tennessee. Owners and contractors are responsible for complying with all applicable laws, including but not limited to codes, ordinances and regulations, and the Association will not be held responsible for any failure to do so by the Owner or a contractor. Owners and their contractors shall be responsible to the Association for the supervision and control of all work, and the Association shall have no responsibility or liability for any such work.

9. In addition to the foregoing, all construction of new structures, all modifications of any kind whatsoever to the exterior of any existing structures, and all improvements or alterations of any kind whatsoever to any Lots shall be subject to all of the terms, conditions and restrictions set forth in the following (collectively, the "Association Documents"): the Overton Retreat Architectural Guidelines, the recorded covenants for the Subdivision, and the Rules and Regulations. Each Owner and contractor are responsible for reviewing and complying with all such Association Documents. Before commencing any work on a Lot, the Owner and the

contractor performing work for the Owner will provide the Association with a signed copy of these Rules, acknowledging and confirming their agreement to comply with them.

10. Before commencing any work on a Lot, the contractor shall obtain and deliver to the Association a certificate of insurance and any other proof requested by the Association establishing compliance with Section 6 of these Rules, in form and substance satisfactory to the Association and naming the Association and Overton Mountain Development Partnership as additional insureds under the commercial general liability insurance (including automobile liability) and any excess or umbrella liability insurance.

11. Before commencing any work on an unimproved Lot, the contractor shall install one or more metal culverts between 16 and 20 feet in length in the ditch between the Owner's Lot and the adjacent road at the place designated for the driveway in the approved site plan. The culvert(s) shall be adequate to handle any foreseeable amount of rain without allowing any such rainwater to back up in the ditch or overflow the road. The culvert(s) shall be installed at a depth sufficient to allow at least 4 inches of crushed rock to be added to the top of the culvert(s) without significantly changing the natural grade across the ditch. A layer of coarse stone sufficient to stabilize the driveway roadbed and prevent contractor vehicle tires from transferring dirt or mud onto Subdivision roads shall be added before any construction activities begin. In addition to all other provisions of the Association Documents relating to grading and erosion control, the contractor shall, promptly after installing each underground utility in any area of the subject Lot, restore the grade and natural state of the soil and landscaping over each such utility.

12. Before commencing any construction activities for a new residence (or when any other work is expected to last more than three days and the contractor does not have access to the restroom in any existing residence on the subject Lot), the contractor shall install one temporary toilet on the subject Lot in a place that is as inconspicuous as possible from the road and adjacent Lots and that shall remain until the completion of all construction activities. All temporary toilet facilities must be of the chemically-treated type and must be serviced on a regular basis.

13. Before commencing framing of a new structure or a significant modification of an existing structure, and continuing for the duration of the project, the contractor shall provide a construction dumpster on the subject Lot immediately adjacent to the site of such structure. All construction waste and other trash and debris must be placed in the dumpster on a daily basis. Dumpsters must be changed when trash reaches the maximum level of the dumpster.

Sections 9 through 13 above apply to the construction or exterior modification of any structure in the Subdivision or the modification or improvement of any portion of a Lot in the Subdivision.

All of these Rules will be strictly enforced. Any violation of these Rules will be grounds for suspension of access rights to the Subdivision, either temporarily or permanently. If an Owner or contractor is found to be in violation of any of these Rules, the Owner will be notified by the Association by any reasonable means where receipt of the notice is confirmed. If the violation continues after twenty-four (24) hours from receipt of the notice, the Association may take any action permitted by these Rules or the Association Documents, including any actions that prohibit the contractor from continuation of the work (unless correcting such violation reasonably takes more than 24 hours, in which case the 24-hour period shall be extended so long as the Owner diligently continues correction of the violation). No delay in the enforcement of any of the provisions of these Rules or the Association Documents shall constitute a waiver or consent by the Association, and any waiver or consent by the Association with respect to a particular matter (which shall only be in writing signed by the Association to be effective) shall not constitute a waiver or consent with respect to any other matter.

We have reviewed and understand all of the terms, provisions and restrictions of these Rules and all of the Association Documents, and hereby acknowledge our duty, and agree, to comply with and perform all of our obligations under all such terms, provisions and restrictions.

Owner

Contractor

Date: _____

Date: _____