



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

## Site/Lot Alteration in Legacy Bay

***Any change in the contour or grading of a site or lot in Legacy Bay requires prior approval of the Architectural Committee.***

Changing the contour or grading of a lot in Legacy Bay may change the drainage or run-off characteristics of the lot, causing issues with neighboring lots, roadways, culverts, storm drains, natural waterways, or geographic/geological anomalies. The applicant requesting approval for site or lot changes must present compelling evidence that such changes will not cause drainage or run-off problems on other Legacy Bay lots, roadways, culverts, storm drains, natural waterways, and geographic/geological anomalies. *Where necessary, and at the sole discretion of the Legacy Bay Architectural Committee, a qualified engineering opinion and/or engineering drawings may be required by the Architectural Committee to confirm whether or not the site or lot changes will not cause such problems. The costs of an engineering opinion and/or engineering drawings will be borne by the applicant.*

Since consideration must be given to concerns of neighboring property owners, property owners requesting site/lot alteration approval must send (via certified mail/return receipt, or comparable delivery) a copy of the proposed lot alteration(s) to the owners of all adjacent lots and to those non-adjacent lots that may be affected by the proposed alteration(s). The applicant must inform those property owners that they should communicate any concerns about the proposal in writing directly to the Legacy Bay Architectural Committee at the address above within 14 days of their receipt of the proposed information.

Any building site or lot alteration requires that the following be submitted to the Legacy Bay Architectural Committee:

1. Site/Lot Alteration Checklist (see pages 2 and 3)
2. Site/Lot Alteration Agreement (see pages 4 through 6) signed by the property owner and the Prime Contractor.
3. Site Plan showing bordering properties and roads, proposed site/lot alteration, and (if any) location of houses, driveways, walkways, drain fields, wells, storm drains, natural waterways, geographic/geological anomalies, and culverts. Site plan must show any trees proposed for removal.
4. Copies of any permits that may be required by local, state, Federal or TVA agencies. The property owner and the prime contractor are responsible for obtaining all permits prior to the submission of the request to the Architectural Committee. If a permit is dependent upon architectural approval, a written explanation must be included with this application process.
5. A check for architectural review in the amount of \$100 payable to the Legacy Bay Homeowners Association.
6. A check in the amount of \$1,000 (payable to the Legacy Bay Homeowners Association) for a construction bond must accompany your application. This construction bond will be applied toward the cost to repair damages, if any, to common areas in conjunction with the site or lot alteration. When the alteration is completed any remainder of this construction bond will be refunded.

**These documents should be sent as a single packet to the Legacy Bay Homeowners Association, Architectural Review Committee, at the above address. Since contour or grading changes may require additional investigation and analysis by the Architectural Committee, applications must be submitted at least 90 days prior to the anticipated start of work.**

REV D10

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***If you have any questions, please contact the Architectural Committee Chairperson,  
Frank Doto, at 423-293-0775 or email frankdoto@charter.net.***



**Site/Lot Alteration Checklist**  
Checklist page 1 of 2

Lot #: \_\_\_\_\_ Phase: \_\_\_\_\_ Date Plan Submitted: \_\_\_\_\_

Property Owner: \_\_\_\_\_  
 Street Address: \_\_\_\_\_  
 City/State/Zip: \_\_\_\_\_  
 Home Phone: \_\_\_\_\_  
 Work Phone: \_\_\_\_\_  
 Cell Phone: \_\_\_\_\_  
 Fax: \_\_\_\_\_  
 Email Address: \_\_\_\_\_

*For any of the details below, attach additional information or documents as needed*

Describe, in detail, the site alteration planned:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Does this proposed site alteration require re-contouring or re-grading?  Yes  No

If YES, describe, in detail, re-contouring or re-grading planned:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Reasons for site alteration:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Describe how site alteration may affect drainage from the lot onto neighboring lots and roadways:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Permits required:

\_\_\_\_\_  
 \_\_\_\_\_

**Site/Lot Alteration Checklist**  
**Checklist page 2 of 2**

**Contractor's Name:** \_\_\_\_\_  
**Street Address:** \_\_\_\_\_  
**City/State/Zip:** \_\_\_\_\_  
**Home Phone:** \_\_\_\_\_  
**Work Phone:** \_\_\_\_\_  
**Cell Phone:** \_\_\_\_\_  
**Fax:** \_\_\_\_\_  
**Email Address:** \_\_\_\_\_  
**TN Contractor License #:** \_\_\_\_\_

Indicate the lot numbers and names of property owners you notified about your proposal: <i>Attach additional lot notification information as needed</i>	<u>Lot #</u>	<u>Name</u>	<u>Date Notified</u>
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____

**Anticipated Starting Date:** \_\_\_\_\_ **Anticipated Completion Date:** \_\_\_\_\_

- |  |  |
|--|--|
| <b>The following must be submitted with this checklist:</b>  | <b>Check that item is submitted:</b>   |
| <ul style="list-style-type: none"> <li>● <b>Site Plan showing bordering properties and roads, proposed site alteration, and (if any) location of houses, driveways, walkways, drain fields, wells, storm drains, natural waterways, geographic/geological anomalies, and culverts. (Site plan must also show any trees proposed for removal.)</b></li> <li>● <b>Required permits (TVA, Federal, state and/or local)</b><br/>If a permit is dependent upon architectural approval, a written explanation must be included with this application process.</li> <li>● <b>Insurance Certificate from Prime Contractor</b><br/>(See Construction Agreement, item 2)</li> <li>● <b>Signed Site/Lot Alteration Agreement</b></li> <li>● <b>Checks (\$100 architectural review fee and \$1,000 construction bond)</b></li> </ul> | <input type="checkbox"/><br><br><input type="checkbox"/><br><br><input type="checkbox"/><br><br><input type="checkbox"/><br><br><input type="checkbox"/> |

**POINT OF CONTACT**

Specify the POC for construction questions and issues that may arise during construction:

**Name:** \_\_\_\_\_  
**Street Address:** \_\_\_\_\_  
**City/Town, State, Zip:** \_\_\_\_\_  
**Email:** \_\_\_\_\_  
**Telephone:** \_\_\_\_\_  
**Alternate Phone:** \_\_\_\_\_  
**Fax:** \_\_\_\_\_

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Enclose architectural review fee of \$100 (non-refundable) and construction bond of \$1,000 (refundable) made payable to Legacy Bay Homeowners Association.  
 Indicate: Check # \_\_\_\_\_ Date \_\_\_\_\_ Paid by \_\_\_\_\_

**Property Owner's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Prime Contractor's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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## Legacy Bay Homeowners Association Site/Lot Alteration Agreement

### INTRODUCTION:

Site/Lot alteration shall be in compliance with plans and specifications approved by the Legacy Bay Architectural Committee prior to commencement of the alteration. **Site plan changes must be approved by the Architectural Committee prior to implementation.**

This Site/Lot Alteration Agreement shall be signed by Legacy Bay Property Owner and the Prime Contractor and submitted with the Site/Lot Alteration Checklist prior to commencement of any alterations.

The Property Owner and Prime Contractor are responsible for understanding and compliance with the Legacy Bay Covenants, Conditions and Restrictions and this Site/Lot Alteration Agreement. The Property Owner and Prime Contractor or his subcontractors and suppliers may be subject to fines and penalties for non-compliance with the Legacy Bay Covenants, Conditions and Restrictions and this Site/Lot Alteration Agreement to include all requirements contained in the "Site/Lot Alteration in Legacy Bay" document.

The Property Owner is responsible for all actions of his Prime Contractor that occur on or in relation to the site/lot alteration 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 Legacy Bay Covenants, Conditions and Restrictions, this Site/Lot Alteration Agreement, as well as all local, State and Federal laws and Tennessee Valley Authority requirements.

1. LICENSE: The Prime Contractor must be duly licensed and bonded by the State of Tennessee at all times.
2. INSURANCE: The Prime Contractor must have general liability insurance throughout the time period of the site/lot alteration in an amount sufficient to cover possible damages to Legacy Bay roadways and Legacy Bay common areas by contractors, subcontractors, suppliers and employees. A certificate of insurance indicating this coverage and the amount must be submitted to the Legacy Bay Architectural Committee Chair prior to commencement of any activities on the site.
3. PERMITS: It is the responsibility of the property owner and the Prime Contractor to obtain all necessary permits before work requiring a permit is done. Permits must be posted on the display board (see below).
4. DISPLAY BOARD: Before site or lot alteration can begin, the Prime Contractor must erect a display board not to exceed 3' x 5' in front of the job site identifying the Prime Contractor, contact information for the Prime Contractor, name of the lot owner, the lot number, the Legacy Bay assigned job number, all work permits and all mandated Federal and State employment documents applicable to the work as well as all Federal, State and local mandated Health and Safety documents. This display board must be of a design suitable to the style and nature of the community. No other signs may be posted on the job site.
5. DAMAGE MITIGATION: The property owner, notwithstanding the prior assumption that re-grading, re-contouring or changing will not in any way negatively affect neighboring lots, roadways, culverts, storm drains, natural waterways, or geographic/geological anomalies, agrees to mitigate all damages due to drainage or run-off to any properties, roadways, culverts, storm drains, natural waterways, or geographic/geologic anomalies in Legacy Bay due to

the re-grading, re-contouring or changes to the site/lot in question. Such mitigation may include, but shall not be limited to, restoring the site/lot to the pre-alteration condition, construction of any additional culverts, storm drains or other devices to ameliorate the problems caused by the original alteration, and restoring any lots, roadways, culverts, storm drains, natural waterways, or geographic/geological anomalies to their original condition. The cost for all such mitigation shall be borne by the property owner of the originally altered lot.

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

7. PARKING: Parking of vehicles or construction equipment 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.

- 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 subsections a and b above may not remain parked on any street between 8:00 pm Saturday and 7:00 am Monday.

8. REFUSE: The job site and streets must be maintained clean and free of debris daily. 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, not garbage, plastics, insulation, foam, siding, or other potentially hazardous substances. Such warming fire must be completely extinguished without residual smoke or embers at the end of the workday and whenever the jobsite is without supervision. The contractor must obtain a fire permit when required.

9. SANITATION: An appropriate temporary toilet must be on the site from the beginning of the alteration. The temporary toilet must be located on the lot under alteration in a location that is not offensive or noxious to occupied homes, preferably at the rear of the property undergoing alteration.

10. WORK TIMES: To limit unfavorable construction noises and maintain harmony in the community, work is restricted to Monday through Saturday during the hours of 7:00 A.M. and 8:00 P.M. Construction crews may not enter Legacy Bay property on Sunday for any reason other than an emergency situation requiring immediate attention. Emergency entry by the crew(s) must be approved by the Legacy Bay president or other member of the Board of Directors in advance.

11. GATE ACCESS CODES: The Prime Contractor will be provided a Legacy Bay gate access code during the period of construction. The gate access code will open the gate only between 6:30 A.M. and 8:00 P.M. Monday through Saturday. Gate entry is not permitted on Sundays. The Prime Contractor is responsible for ensuring that the access code is provided only to essential subcontractors and employees and that the code is not used by anyone for personal access to the property.

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

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 Legacy Bay property.

14. NUISANCE AND NOISE: The Prime Contractor shall intervene immediately to cease any unnecessary nuisance and noise on the site. Such nuisance and noise includes, 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 undergoing alteration, not on the roadways or curbs.

16. STREET CLEARANCE AND TRAFFIC: All streets must be kept clear and clean of construction equipment and debris including, but not limited to, mud, dust, stones, rocks or any other construction debris. *If a street must be cleaned by the Association, the Prime Contractor shall reimburse the Association for the full cost of the cleaning plus an administration fee.* Foot and vehicular traffic shortcuts through neighboring properties is prohibited. Damage to such properties caused by the Prime Contractor, his subcontractors, employees, or suppliers is the financial responsibility of the Prime Contractor.

17. GRAVEL ACCESS: Prior to alteration, a gravel access shall be created on the property for vehicles entering the site so as to minimize mud, dirt and construction debris on Legacy Bay roadways.

18. RESEEDING: The property owner of the originally altered lot agrees that the lot shall be seeded or otherwise planted or landscaped within thirty (30) days after the completion of the alteration.

19. ALCOHOL AND ILLEGAL SUBSTANCES: Use of alcohol or illegal substances of any kind by workers is not permitted on Legacy Bay property.

20. LEGACY BAY COMMON PROPERTIES:

- a. The use of the marina, marina parking lot, the boat ramp, the club house and pool areas are for Legacy Bay property owners and homeowners and their invited guests only.
- b. The contractor, his employees and subcontractors are not allowed to bring animals, children, or non-essential persons into Legacy Bay.
- c. The Prime Contractor is financially liable for any damages caused by his subcontractors, employees, or suppliers to any of the common property of Legacy Bay, to include, but not limited to, the gates and gate appurtenances. Care must be taken to ensure that there is no damage to roadways, curbing, underground utility lines, drainage lines and sewers anywhere within the Legacy Bay development.
- d. The Prime Contractor shall ensure that all subcontractors, employees and suppliers do not attempt to forcibly push the gate to enter or to exit Legacy Bay. The Prime Contractor shall be liable for damage to the gate from such forcible entry or exit by subcontractors, employees or suppliers. The Prime Contractor shall ensure that subcontractors, employees and suppliers will not attempt to circumvent the gate to gain entry to Legacy Bay property.
- e. No hunting or discharge of weapons is permitted on Legacy Bay property at any time.

Any violations or non-compliance of any items listed in this Agreement and any other issues 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 24 hours. If not done so, the Association may take legal action to enforce same to include injunctive relief, damages, and costs including reasonable attorney’s fees.

\_\_\_\_\_  
**PRINT Legacy Bay Property Owner**

\_\_\_\_\_  
**Signature of LB Property Owner**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**PRINT Prime Contractor**

\_\_\_\_\_  
**Signature of Prime Contractor**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Frank Doto**  
**Chair, LBHOA Architectural Committee**

\_\_\_\_\_  
**Date**

