**CONSTRUCTION SITE AGREEMENT**

The New Albany Country Club Community Association (NACCCA) Board of Trustees has adopted the following Construction Site Guidelines (CSG’s). Please review this document for modifications and updates regularly. Compliance is expected for all properties located in the neighborhoods of the NACCCA. Enforcement of these guidelines is the responsibility of the NACCCA management company. Any questions or concerns should be directed as follows:

OHIO EQUITIES, LLC.

Mark Reader, Property Manager

614.939-8620

[mreader@ohioequities.com](mailto:mreader@ohioequities.com)

**Tree Protection & Maintenance**

* Builder is required to construct approved tree protection around all street trees prior to excavation. Builder is responsible for maintaining trees in good condition and for controlling weeds and debris in the Tree Protection Zone. The Tree Protection Zone is defined as the area from the curb extending eight feet (8’) into the lot. In addition to protecting the trunks, branches, and root zone, the builder shall maintain the Tree Protection Zone free of equipment, materials, weeds and debris at all times.
* Tree protection shall be aesthetically appropriate at all times. See attached diagram of appropriate tree protection. Non-compliant and/or damaged or leaning tree protection should be repaired immediately. Badly split or weathered wood is not permitted. Tree protectors will be painted White.
* Builder is required to construct appropriate tree protection around the drip line of existing trees prior to excavation and throughout construction. Builder is required to protect trees from damage including damage from driving or placing dirt and/or building materials on the roots and in the drip line. Builder is not permitted to clear any site or cut any two inch (2") caliper or larger tree without prior Architectural Review Committee (ARC) site approval.
* Builder shall not remove or relocate any street tree(s) without prior notification to the NACCCA. It is the Builder's responsibility to familiarize themselves with the policies on street tree relocation and removal. Further, Builder is responsible for any damage to the lot, surrounding areas, and/or site amenities caused by the tree being moved.
* Failure to protect trees prior to excavation and throughout construction as stated, or failure to notify the NACCCA of the removal or relocation of a street tree could result in a fine of Two Hundred Dollars ($200.00) per incident, plus the cost of tree protection installed at a rate of One Hundred and Fifty Dollars ($150.00) per tree, plus the cost of tree replacement, if required.

**Property Line Barrier**

* Builder is required to install a thirty inch to forty-eight inch (30" to 48") tall barrier fence along all property lines that adjoin occupied homes. Builder is to coordinate installation with the adjoining property owner(s) prior to the commencement of any construction activity on the site. Should Builder desire to omit the barrier fence, a written statement from the adjoining property owner(s) is required to be on file with the NACCCA prior to any notification of violation.
* Builder is responsible for controlling water and silt run-off from the property during construction. This can be done with appropriate grading and or barriers such as silt fences. Violations will be reported to the City of New Albany for appropriate action.
* All barriers and fences are to be maintained frequently and shall be aesthetically appropriate at all times. Orange "snow fence" is prohibited for all uses.
* Failure to install appropriate barrier fence could result in a fine of Two Hundred and Fifty Dollars ($250.00) plus the cost of fence installation and the cost to repair of any damage to the adjoining property, per incident.

**Dirt Storage & Grading**

* No dirt piles or storage of dirt is allowed on site after completion of the foundation.
* Site shall be graded often and maintained free of weeds and debris at all times. Weeds shall not be allowed to grow taller than six inches (6") on any part of the site at any time.
* Failure to adhere to dirt, grading, and weed trimming requirements could result in a fine of Two Hundred and Fifty Dollars ($250.00) per occurrence plus reimbursement costs for restoring the area to an acceptable maintained condition.

**Trash Containment**

* Builder shall provide a minimum of a ten (10) cubic yard containerized trash receptacle on site at all times. At no time should trash be outside the container or allowed to blow onto other lots or into the street. A trash "fence" is not an approved trash containment system.
* Site condition is very important and shall be maintained in an orderly and clean manner. Sites should be monitored and cleaned on a daily basis. Littering of food containers and bottles is particularly offensive and will not be tolerated.
* Failure to provide containerized trash receptacle and site maintenance could result in a fine of Two Hundred and Fifty Dollars ($250.00) per occurrence plus reimbursement at a rate of Fifty Dollars ($50.00) per hour for maintenance services plus any hauling and/or dumping charges.

**Storage & Placement of Materials**

* Under no circumstances should material, trash containment, bathroom facilities, or vehicles be placed on adjoining lots. Adjoining lots are to be maintained as open green space.
* Should a need arise that requires the use of an adjoining lot for construction activity, the builder is required to obtain written permission from the lot owner and from the NACCCA prior to use of the lot. Should the request be granted, Builder is responsible for maintaining the lot and returning it to its original condition, including grading and seeding the lot. At no time should weeds or debris be allowed to accumulate.
* Failure to adhere to these storage and placement policies could result in a fine of Two Hundred and Fifty Dollars ($250.00) per occurrence plus reimbursement costs for restoring the lot(s) to original condition.

**Landscape / Sod or Seed**

* Builder is required to have ARC approved landscape, hardscape, drive, and sidewalk(s) installed prior to sod or seed being installed on the lot.
* Builder is required to notify the NACCCA and the ARC immediately if the Builder is not responsible for the landscape, hardscape, drive and/or sidewalks.
* Sod shall not to be installed over the root ball of street trees.
* Material, rocks, debris, etc. removed from the lot in preparation for sod or seed shall not be placed on the sidewalk or in the street and shall be removed from the site within three (3) days of accumulation. Under no circumstances shall such material be left on adjoining properties.
* Failure to adhere to landscape requirements could result in a fine of Five Hundred Dollars ($500.00) per occurrence, plus all costs associated with reworking or replacing unapproved hardscape or landscape.

**Parking**

* Parking is permitted on the curb side of the road only. Under no circumstances should vehicles be parked on the grass shoulder of the road or on adjoining lots. If temporary "No Parking" signs are needed, written approval from the NACCCA is required.
* Under no circumstances should vehicles block or otherwise obstruct the flow of traffic.
* Overnight parking on the lot or on the street during construction is prohibited. Vehicles left overnight will be towed.
* Failure to adhere to parking requirements could result in a fine of One Hundred Dollars ($100.00) per occurrence plus reimbursement costs for restoring the area to original condition. Violations and complaints may also be reported to the City of New Albany.

**Street Maintenance**

* Builder is responsible for providing and maintaining an adequate gravel drive, parking, and storage area on the site. Under no circumstances should material of any type be delivered or stored in the street.
* Builder is responsible for maintaining clean street conditions. Should mud be tracked onto the street, Builder shall be responsible for removing mud and cleaning the roadway immediately.
* Failure to adhere to street maintenance requirements could result in a fine of Two Hundred and Fifty Dollar ($250.00) per occurrence plus reimbursement costs for street to be cleaned. Violations and complaints may also be reported to the City of New Albany.

**Signage**

* Builder is required to use New Albany approved signage on all lots. Builder signs should be ordered from Signcom on the approved form, listing the required information.
* Signs shall be properly installed in the ground on the approved post and maintained in good condition. Broken, damaged, or faded signs shall be removed and replaced immediately. Under no circumstances should signage be leaned against trees or structures.
* Builder shall communicate the sign policy to all contractors, materialmen, and agents. Builder shall maintain site free of unapproved signs of all types. Under no circumstances shall temporary yard signs or messages be allowed.
* Failure to adhere to signage requirements could result in a fine of Two Hundred and Fifty Dollars ($250.00) per occurrence, plus reimbursement costs for providing appropriate signage and/or the removal of unapproved signs with or without notice.

**Site Amenities**

* Builder is required to install the standard New Albany yard light(s), mailbox, and other special amenities as required by the Design Guidelines.
* Builder agrees to cooperate with New Albany Company personnel and their representatives in the delivery, installation, and maintenance of site amenities, where applicable.
* Builder is responsible for protecting and maintaining any existing site amenities. Any damage that occurs to an existing site amenity is Builder's responsibility to correct unless otherwise stated in writing prior to excavation.
* Failure to install or protect required site amenities could result in a fine of Five Hundred Dollars ($500.00) per occurrence, plus reimbursement costs.

**Procedure for Notice of Violation & Fines**

Upon receipt of a written notice from the NACCCA that you have violated any of the Construction Site Guidelines, you will have five (5) days to correct the violation. If you correct the violation within five (5) days, no fine will be assessed. Fines will be immediately assessed if you do not correct the first violation within five (5) days, and for any repeat violation of the same lot within thirty (30) days. All fines and costs must be paid within fourteen (14) days. Any unpaid fines will be assessed to the lot.

As the Builder, you are responsible for the acts and omissions of all subcontractors and materialmen performing work on or delivering materials to the lot. The violation of any provisions of these Construction Site Guidelines by you, any of your subcontractors or any of your materialmen will create the following legal rights on the part of the NACCCA:

1. Your suspension or removal as an Participating Builder in The New Albany Country Club Community;
2. A direct cause of action against you by the NACCCA for all unpaid fines and costs that have been assessed; and
3. Notification to the Owner and the filing of a lien against the lot for all unpaid fines and costs.

**Notification and Additional Documents:**

The Construction Site Guidelines are in addition to the Declaration of Covenants, Conditions, Restrictions and Easements (CC&R's) and the Design Guidelines periodically established and updated for the NACCCA. It is Builder’s responsibility to familiarize themselves with these documents as well.

**Notification of Architectural Services Policy:**

The 2001 NACCCA Board of Trustees adopted a NACCCA Architectural Services Policy restricting the Architectural Review Committee (ARC) from providing services to any party found to be in violation of the CC&R's, Design Guidelines, and/or Construction Site Guidelines as periodically established for the NACCCA. This policy prevents the ARC from reviewing any ARC submissions for any builder with outstanding violations.

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, of **­­­­­­­­­­­­­­­­­­­­­­** *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*,   
 print full name print builder name

do hereby agree to all the terms and conditions listed herein for all current/ongoing and future construction performed by

*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* within the New Albany Country Club Community.

print builder name

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| Signature |  | Date |

**Street Tree Protection**

