



Architectural Submission / Application Form

Homeowner (Applicant): _____ Account #: _____

Property Address: _____ Zip: _____

Contractor Information:

Contractor Name: _____

Contractor Phone: _____ Contractor Email: _____

Project Start Date: ____/____/____ Project End Date: ____/____/____

Contact information should the Committee wish to contact you for additional information (please circle one):

Phone: (Home) _____ (Work) _____ (Cell) _____

Mailing Address (if different than above): _____ Zip: _____

Email Address: _____

Modification or Addition Requesting:

- | | | |
|---|---|---|
| <input type="checkbox"/> Fence | <input type="checkbox"/> Solar Screen(s) | <input type="checkbox"/> Roof |
| <input type="checkbox"/> Home Addition | <input type="checkbox"/> Exterior Modifications | <input type="checkbox"/> Storm Door |
| <input type="checkbox"/> Exterior Paint | <input type="checkbox"/> Landscaping | <input type="checkbox"/> Windows / Doors |
| <input type="checkbox"/> Play Equipment | <input type="checkbox"/> Ornamentation | <input type="checkbox"/> Deck / Enclosed Deck |
| <input type="checkbox"/> Retaining Wall | <input type="checkbox"/> Patio / Pergola / Arbor / Gazebo / Firepit | <input type="checkbox"/> Storage POD / Dumpster |
| <input type="checkbox"/> Satellite Dish | <input type="checkbox"/> Pool / Spa | <input type="checkbox"/> Other: _____ |

Description of and reason for request (**Required**): _____

Is this request in response to a violation letter we sent you?

Yes ☐ No ☐

Will the contractor need to access your property via common ground?

Yes ☐ No ☐ (Indemnity Access Agreement required if Yes)

Please make sure you have attached/included all of the following information:

- ☐ A completed Submission Form (including signature below the Homeowner Acknowledgement notice on next page)
- ☐ A description of the project, including height, width and depth, roofing materials, colors, etc.
- ☐ A complete materials list of the project, including paint samples and/or stain color
- ☐ A picture or drawing of the intended/existing project (sketches, illustrations and other data or links to websites)
- ☐ A property plat showing the location of the house along with any other structures on your lot and the proposed changes (including dimensions from the property line or other structures). If you do not have a plat please contact the Town of Nolensville to obtain one. You can contact Judith Caporassi by calling (615) 776-3633 or by emailing jcaporossi@nolensvilletn.gov



Homeowners Acknowledgements:

I understand:

- That no work on this request shall commence until I have received approval of the Architectural Review Committee (ARC);
- Any construction or alteration to the subject property prior to approval of the Architectural Control Committee is strictly prohibited. If I have commenced or completed any construction or alteration to the subject property and any part of this application is disapproved, I may be required to return the subject property to its original condition at MY OWN EXPENSE. If I refuse to do so and the HOA incurs any legal fees related to my construction and/or application, I will reimburse the HOA for all such legal expenses incurred;
- That any approval is contingent upon construction or alterations being completed in a neat and orderly manner;
- That there are architectural requirements covered by the Covenants and a board review process as established by the HOA;
- All proposed improvements to the property must comply with city, county, state and local codes. I understand that applications for all required building permits are my responsibility. Nothing herein shall be construed as a waiver of modification of any codes. My signature indicates that these standards are met to the best of my knowledge. No construction materials shall be stored on the property prior to receiving a building permit;
- A permit and inspection by the Town Permit Department may be required. The HOA, if project is approved, will issue permission pending approval of the Town, if required. If a Town permit is required a copy must be provided to the HOA. Homeowner is required to inform ARC committee when the project is complete to allow inspection. Homeowner is responsible for any easements or setback requirements;
- That any variation from the original application must be resubmitted for approval;
- The homeowner making the request must be in good standing with HOA;
- That if approved, said alteration must be maintained per the Declaration of Covenants, Conditions and Restrictions for the HOA;
- The homeowner is solely responsible for any damage caused to any curb, sidewalk, or other infrastructure. Damage will be determined by the ARC and possible the Town of Nolensville. Damage(s) must be completely repaired before this approval expires;
- This alteration will not detrimentally affect the proper drainage of any common areas or surrounding lots. I will be responsible at my expense to correct any drainage problems to such areas that may occur as a result of this work or alteration;
- The Homeowner/Applicant acknowledges and agrees that the Committee and Association assume no liability resulting from the approval or disapproval of any plans submitted. The Committee and the Association assume no liability and make no representations regarding the adequacy or quality of any submitted plans or whether such plans comply with any or all governing authority requirements. The Committee's review, comments, and/or approvals do not relieve the Homeowner/Applicant of their responsibility and obligation to comply with the Master Declaration, Master Design Guidelines, or Subdivision Guidelines as applicable. The Homeowner/Applicant agrees to grant the Association accesses to property at any reasonable hour to inspect for compliance issues;
- Ingress and egress to the rear of the homeowner's property is the sole responsibility of the homeowner. If ingress and egress to the rear of the property involves a neighboring property, the homeowner submitting the requests bears the responsibility to gain permission from the adjoining homeowner(s). The association, the Board of Directors and the ARC will not negotiate on behalf of the homeowner;
- Homeowners are strictly prohibited from granting contractor's permission to gain access to their property via a common area property, unless the Board of Directors and the ARC have granted permission in writing. Any damage caused to common areas by a contractor is the responsibility of the homeowner;
- It is the duty of the homeowner and the contractor employed by the homeowner to determine that the proposed improvement is structurally, mechanically and otherwise safe and that it is designed and constructed in compliance with applicable building codes, fire codes, other laws or regulations and sound practices. Your association, the ARC Committee and any employee or member thereof, shall not be liable in damages or otherwise because of the approval or non-approval of any improvement;
- All ARC applications that include any kind of excavation whatsoever are required to have a utility mark-out to prevent damage to any underground utilities. To locate electric, telephone, TV cable and sprinklers, call Tennessee811 @ 800-351-111 or 811. This service is FREE and is the law.
- If Homeowner requires use of common ground so that a contractor can perform work an Indemnity Access Agreement is required to be submitted along with the ARC request.

NEIGHBOR AWARENESS



IMPACTED NEIGHBOR STATEMENTS: The attached plans were made available to the following neighbors; whose signatures appear below. I/We have secured their consent without objections; except as noted.

FACING NEIGHBOR

Name: _____ (print) _____ (signature)

Address: _____

Phone: _____ Objection: YES _____ NO _____

Notes: _____

ADJACENT NEIGHBOR 1

Name: _____ (print) _____ (signature)

Address: _____

Phone: _____ Objection: YES _____ NO _____

Notes: _____

ADJACENT NEIGHBOR 2

Name: _____ (print) _____ (signature)

Address: _____

Phone: _____ Objection: YES _____ NO _____

Notes: _____

ADJACENT NEIGHBOR 3

Name: _____ (print) _____ (signature)

Address: _____

Phone: _____ Objection: YES _____ NO _____

Notes: _____



I certify that the above information is an accurate representation of the proposed improvements and that the work will conform to applicable codes, covenants and standards. I also certify that the improvements will be completed in accordance with the approved application. I understand that construction is not to begin until approval has been received from the Architectural Control Committee. The Architectural Control Committee has permission to enter the property to make inspections, as they deem necessary.

Homeowner/Applicant Signature: _____ **Date:** _____

Co-Homeowner/Applicant Signature: _____ **Date:** _____

Informational Addendum

SUBMISSION INSTRUCTIONS - All homeowners submitting an ARC request must be current on all HOA fees. Homeowner must also submit the request and supporting documents via the Caliber portal. The Caliber portal can be accessed at <http://caliber.bentcreekhoa.org>. Here is a tutorial of how to submit the ARC request <https://youtu.be/FAuwskaCHIQ>

REVIEW PROCESS – The ARC Committee will review the homeowner submittal as soon as possible. All ARC Committee members are volunteer homeowners, who likely have other jobs, and a decision will be made within 10 to 30 days depending on complete submittal of project information and complexity of project. Once approved the homeowner has 90 days to complete the project. If not complete in that time, the homeowner must resubmit the request for review and approval. Applications will be reviewed during the timeframe for completeness and the ARC may request additional information to help clarify your proposal.

APPLICATION – The application must be accompanied with necessary documents, photos, drawings, brochures, and information necessary to present to the ARC. Homeowners must sign the application. Contractor's signatures for homeowners will not be accepted. **Modifications are not permitted to commence until the modification has been reviewed and approved by the ACC.**

NOTIFICATION - All homeowners will be notified electronically once the request has been approved or denied via the Caliber portal

Contact us at hoa@bentcreekhoa.org or visit the community website www.bentcreekhoa.org



INDEMNITY ACCESS AGREEMENT

(For use when contractor or third party accesses common area to perform services on Lot)

Lot Owner(s) Name: _____

Address: _____

Reason for Access on Common Area by Third Party Contractor:

Name of Third Party Contractor: _____

Phone number of Third Party Contractor: _____

Date Range for Access: _____

For and in consideration of approval of the ARC request to access the Bent Creek Homeowners Association ("Bent Creek") Common Area in order to make improvements on the Lot Owner's property and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lot Owner hereby agrees that the use of the Common Area shall be at the sole risk of the Lot Owner and his/her third party agents and contractors.

Lot Owner hereby releases and indemnifies Bent Creek, its agents, representatives, employees, and/or assigns from and against any and all claims, actions, losses, damages, or expenses, including reasonable attorneys' fees, expenses, and costs, arising from or in any way connected with the access of the Common Area by the Lot Owner, his/her third party agents and contractors, whether such claims are for damages arising from personal injury, death, or property damage and arising out of negligence, gross negligence, fraud, contract, or equity.

In such event, Lot Owner agrees to defend, protect, and hold harmless Bent Creek, and its agents, representatives, employees, and/or assigns, for any such claim made against Bent Creek, its agents, representatives, employees, and/or assigns, of any nature whatsoever arising out of the access of the Common Area as set forth herein.

If the Lot Owner fails to comply with his/her obligations under this Agreement, then Bent Creek or its agent(s) shall have full right and authority to defend, pay, or settle any such claim without notice to or approval from Lot Owner. Bent Creek shall have the right of subrogation against Lot Owner to recover all amounts paid as a result of Lot Owner's failure to defend and/or indemnify Bent Creek, its agents, representatives, employees, and/or assigns. Lot Owner hereby agrees to pay all reasonable attorneys' fees, expenses, and costs incurred by Bent Creek to enforce this Agreement.

Lot Owner agrees that his/her agents' access of the Common Area will comply with the Declarations of Covenants, Conditions and Restrictions, the Bent Creek Rules and Regulations, and the scope of use approved by the ARC. Lot Owner shall be liable for all damages to the Common Area caused by such access and agrees to correct any such damage and restore the Common Area to its condition prior to such access. Terms used herein shall have the same definition as set forth in the Declarations of Covenants, Conditions and Restrictions for Bent Creek. This Agreement shall be unlimited as to amount. This Agreement shall be binding upon the parties, their heirs, assigns, agents, and/or representatives.

Signature of Lot Owner

Print Name

Date:

Representative of Bent Creek

Print Name / Title

Date: