

**GRAINGER'S LANDING HOMEOWNERS' ASSOCIATION  
BUILDING APPLICATION**

This application, along with other required items (list attached) is required to be submitted to the Grainger's Landing Homeowners' Association, Architectural Committee, 115 Governors Path, Rutledge, Tennessee 37861, fifteen (15) days prior to the next scheduled Architectural Committee meeting. (Note: Tennessee Law requires general contractors to be licensed for work of \$25,000 or more and for them to carry workmen's compensation insurance as long as they have one (1) employee.)

Owner's Name: \_\_\_\_\_ Telephone No: \_\_\_\_\_  
Current Mailing Address: \_\_\_\_\_  
Lot Number: \_\_\_\_\_ (Street) \_\_\_\_\_  
Contractor's Name: \_\_\_\_\_ License No: \_\_\_\_\_  
Phone: \_\_\_\_\_ Mailing Address: \_\_\_\_\_  
Estimated Date of Groundbreaking: \_\_\_\_\_ Estimated Completion  
Date: \_\_\_\_\_  
Type of Heating: \_\_\_\_\_ Type of Cooling: \_\_\_\_\_  
Exterior Finish of Home: \_\_\_\_\_  
Type of Driveway Surface: \_\_\_\_\_  
Termite Soil Treatment Contractor: \_\_\_\_\_  
Proposed Initial Use: Owner occupied: \_\_\_ Rental Property: \_\_\_  
Speculative: \_\_\_

I (we) certify that the above information constitutes a true description of the proposed house construction. I (we) further certify that the building site and adjacent areas will be kept free of litter during construction. I (we) have and agree to abide by the Grainger's Landing Homeowners' Associations Covenants, Conditions and Restrictions for Grainger's Landing. (Approval of your plans by the Architectural Committee is intended as certification that the structure meet the minimum heated square footage requirements.)

Owner Signature(s): \_\_\_\_\_  
Date: \_\_\_\_\_

Approved By: \_\_\_\_\_ Date Approved: \_\_\_\_\_  
Comments:

## Attachments to be submitted with Application

1. House Plans
  - A. One set required including basement, finished floor and garage Elevations.
2. Plot Plans
  - A. One copy required with original signature of properly licensed Surveyor. Plot must contain checklist:
    1. All easements shall be shown
    2. All building setbacks shall be shown
    3. All lot corners shall be shown
    4. Locate and show outline of house on adjoining lots or note that no house is present
    5. Indicate scale
    6. State house corners (4 -6 points) and show proposed improvement: decks, patios, driveways, porches
    7. The septic tank and primary field and well location
    8. Show placement of fence and indicate material to be used
    9. Show placement of heating and cooling units, and propane tanks. (The Architectural Committee recommends burying propane tanks.)
3. Copy of Septic Permit
4. Insurance Certification
  - A. Liability - \$1 million
  - B. Workman's Compensation
5. Bond for Road Damage: Supplied by general contractor or a signed **Agreement for Responsibility of Common Area Damage by owner/builder.**
6. Signed Contractor's Statement: Signed by general contractor or Owner/builder.

## CONTRACTOR'S STATEMENT

Contractors Name \_\_\_\_\_

DBA \_\_\_\_\_

Address \_\_\_\_\_

Business Phone \_\_\_\_\_ Home Phone \_\_\_\_\_

Tennessee License Number \_\_\_\_\_

Insurance Company \_\_\_\_\_

Contractor Classification:

BC (Residential, Commercial, and Industrial)

MC (Mechanical Contracting)

MU (Municipal and Utility Construction)

BA (Residential Only)

License Limits: \$ \_\_\_\_\_

All contractors and/or sub-contractors will be expected to observe the Grainger's Landing Codes of Conduct during the construction of the home on Lot Number \_\_\_\_\_.

1. Road Restrictions

A. No trucks containing concrete, gravel, fill dirt, lumber, Logs, drywall, or asphalt are to exceed the following weight limits:

- i. Two axle – 16 ton
- ii. Three axle – 20 ton
- iii. 10 wheel – 20 ton
- iv. 14 wheel – 25 ton
- v. 18 wheel – 28 ton

B. Road damage bond is to be supplied, or a signed agreement for responsibility of common area damage.

- 2. Construction hours: 7am to 8pm. Exception: concrete Finishing after 8pm with approval of neighbors.
- 3. No alcoholic beverages or drugs are allowed on the Construction site at any time.
- 4. No obscene language is to be used near other homes.
- 5. A portable, enclosed sanitation facility is to be used during construction with regular maintenance provided. This is to be removed from the site upon completion of construction.
- 6. No burning of trash is allowed near other homes. Dumpsters are recommended for all construction sites. County burning permits are required for burning trees or brush.

7. Roads in front of the construction site are to be swept clean of all litter at all times.

I certify the above information is correct and my subcontractors and I will observe the Codes of Conduct of Grainger's Landing.

Signature: \_\_\_\_\_

Company: \_\_\_\_\_ Date: \_\_\_\_\_

## **Agreement of Responsibility of Common Area Damage**

Entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2004, between Grainger's Homeowners' Association, hereinafter referred to as "Association," First Party, and \_\_\_\_\_, hereinafter referred to as "Homeowner/Contractor," Second Party. The parties hereto agree to the following for valuable consideration hereby stated and would agree as follows, to wit.

1. Should the Homeowner/Contractor and/or contractors and subcontractors employed by Homeowner/Contractor cause any damage to the Common Areas as defined by the Declarations of Covenants, Conditions, and Restrictions for Grainger's Landing as recorded in Deed Book \_\_\_\_\_, Page \_\_\_\_\_ in the Register's Office, Grainger County, Tennessee, and which is incorporated herein, in any form or fashion, the Homeowner/Contractor shall be deemed ultimately responsible for such damage and shall pay or satisfy the Association for damages to the Common Areas and shall reimburse the Association for all attorney's fees and court cost which the Association may incur in enforcing this agreement.
2. The Homeowner/Contractor shall be responsible for any latent defects and damages caused by or resulting from acts or omission of Homeowner/Contractor or the subcontractors or suppliers of the Homeowner/Contractor.
3. The Homeowner/Contractor shall, at the time and in the manner prescribed, abide by and conduct any work performed on the private lot(s) and in full compliance with any and all applicable federal, state, local and municipal laws, ordinances and orders and any and all rules and regulations of the Association so as to prevent damage to the Common regulations of the Association so as to prevent damage to the Common Areas and shall defend, hold and save harmless the Association from any and all liability with respect thereto.
4. The parties having read and understood the provisions in this agreement hereby waive any dispute or claim concerning the terms and conditions of this agreement.

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Homeowner/Contractor

Grainger's Landing Homeowners  
Association

By: \_\_\_\_\_

Title: \_\_\_\_\_

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Homeowner/Contractor

## INDEMNICATION AGREEMENT

I/We hereby execute and sign this Indemnification Agreement whereby I/We state that it is my/our intention to use an unlicensed contractor for the construction/improvement of my property. I/We release the Architectural Committee (\*Committee) and the Grainger's Landing Homeowners' Association (\*Association) from any and all liability and further indemnify the Committee and Association against any damages or liability as a result of using an unlicensed contractor. I/We fully understand that the use of an unlicensed contractor is not endorsed by the Committee and Association and maybe a violation of the statues and codes of the state of Tennessee. I/We shall be solely responsible for any damages or liability that may result in using an unlicensed contractor. This Agreement shall supersede and take precedence over any other agreement(s), express or implied, whether written or verbal.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

Name of Owner(s): \_\_\_\_\_

Witness as to signature: \_\_\_\_\_

