

**CHICKASAW GARDENS  
PLAN SUBMITTAL FORM**

*(Please check all applicable boxes)*

To: The Trustees of the  
Chickasaw Gardens Homes Association (the "Association")

Owner/Applicant: \_\_\_\_\_ Architect: \_\_\_\_\_  
Address: \_\_\_\_\_ (licensed in TN)  
Telephone: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_ Email: \_\_\_\_\_

Lot:  Original Lot # \_\_\_\_\_ Chickasaw Gardens Subdivision, or  
 The Gardens Lot # \_\_\_\_\_ of the Gardens Planned Development, or  
 Goodwyn Gardens Lot # \_\_\_\_\_ of the Gardens Planned Development.

Activity:  Construction of new residence  
 Alteration of existing residence  
 Landscaping, fencing, and/or gate  
 Other: \_\_\_\_\_

Plans attached:  As described below

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Date Submitted: \_\_\_\_\_

Non-Refundable Review Fee Deposit \$ \_\_\_\_\_  
(See schedule below and attached Guidelines)

Send two (2) sets of plans  
and check payable to:

Mr. William (Bill) S. Nixon, RA.  
3004 Gardens Way  
Memphis, Tennessee 38111  
901-921-0773  
nixon@anfa.com

Deposits for initial design review are as follows:

\$100.00	Fences, walls, landscaping, swimming pools, replacement windows, exterior paint colors, driveways and most outbuildings (excluding garages & habitable buildings).
\$250.00	All other construction.
\$10,000.00	Security Deposit (if required based on scope and type of work)

IN ADDITION:

The undersigned Owner/Applicant of the above-described Lot in Chickasaw Gardens Subdivision desires to undertake the Activity described above on the Lot, all in accordance with the Plans. I/we understand that before any site work can commence the Plans for the Activity must be approved by the Trustees as required by the Subdivision Restrictions and the Guidelines referred to below. I/we do herewith deliver to you full and complete copies of the Plans depicting all Activity to be undertaken on the Lot, with the request that the Trustees review and approve the Plans.

I/we agree to pay for all design review services as required under the Guidelines. In the event the initial Review Fee Deposit does not cover all such services as deemed necessary and approved by the Trustees, then I/we agree to pay for such additional services at the Association's architect's normal hourly rates, including customary reimbursable expenses such as printing, copies and postage. In addition to the Review Fee Deposit, Owner/Applicant agrees to post a bond in the amount of Ten Thousand and no/100 Dollars (\$10,000.00) prior to commencement of any Activity at the site (the "Security Deposit"). Funds from the Security Deposit shall be returned to the Owner/Applicant upon the timely completion of the Activity; however, any fees, fines or expenses for late completion, improperly maintained job site, failure to construct in accordance with the Approved Plans, or other derivation from the Guidelines in word or spirit shall be deductible from the Security Deposit at the sole discretion of the Trustees.

I/we agree to hold the Trustees, their agents and employees, including the Association's design review architect harmless. I/we understand that design review work is solely for aesthetic judgment and not for code compliance, constructability or any other purpose.

I/we have received and reviewed a copy of the Chickasaw Gardens Design Guidelines ("Guidelines") and understand that the Activity will be subject to these Guidelines and the Restrictions of Chickasaw Gardens Subdivision as recorded as instrument #AU 5964 in the office of the Register of Shelby County, Tennessee ("Subdivision Restrictions").

I/we request that the Trustees review and approve the Plans. In the event the Plans are approved or modified by mutual consent ("Approved Plans"), then I/we covenant and agree that the Activity will be carried out in accordance with the Approved Plans. Any changes in the Approved Plans or in the work undertaken pursuant to the Approved Plans must be submitted to the Trustee in writing and allowed thirty (30) days for review. In the event the Activity is not carried out in accordance with Approved Plans or is otherwise in violation of the Subdivision Restrictions, Owner/Applicant agrees and covenants to correct any violation within ten (10) days receipt of written notice from Trustees. If the Owner/Applicant neglects to correct any violation within the ten day period, the Trustees are entitled to apply to any appropriate court to cause the Activity to cease. I/we further agree that the Trustees are entitled to injunctive relief to enforce the Subdivision Restrictions, compliance with the Approved Plans or to remove any non-conforming work and cause it to be replaced by work that is in accordance with the Approved Plans. Owner/Applicant agrees to bear all costs associated with any such proceedings, including but not limited to the Trustee's legal fees and expenses, the Trustee's professional fees and expenses, any judicially imposed fees or expenses and all costs associated with removing and replacing any work not in conformance with the Approved Plans. I/we also agree to pay all costs, including reasonable attorneys' fees, that are incurred by the Trustees (a) in order to cause the non-conforming work to cease and/or to replace the non-conforming work with work that is in accordance with the Approved Plans or (b) in the event that any legal action is necessary to enforce the Subdivision Restrictions.

I/we agree to accept full responsibility and liability of ensuring that all contractors and subcontractors at all times keep the site and surrounding areas (including the streets) free from accumulations of waste materials, dirt, mud, run off, rubbish or other debris resulting from the Activity. At the completion of the Activity, I/we shall ensure that all such waste materials are removed from the site as well as all tools, construction equipment, machinery and surplus materials. If, in the Trustee's sole discretion, the site is not cleaned as required herein or as directed by the Trustees during or at the completion of the Activity, then the Trustees

may do so and may charge the Owner/Applicant the cost thereof. Such fees and expenses may be drawn from the Security Deposit or may be directly charged to the Owner/Applicant, as determined by the Trustees.

Upon commencement of the Activity, I/we, our agents and employees agree to provide the Trustees with an expected date of completion for the project, and to provide the Trustees with regular updates on the progress of the Activity. The expected date of completion may be modified and extended for good cause shown, and the Trustees will consider any reasonable written request to extend the completion date for the Activity. In the event of a failure to meet the completion date deadline, a reasonable per diem monetary penalty will be established in the sole discretion of the Trustees, which will be communicated in writing to the Applicant. The penalty shall commence on the date of the most recent completion date deadline, and shall end upon the date that the Activity is complete, and shall be due and payable within 30 days of completion of the Activity. Applicant agrees that Chickasaw Gardens Homes Association shall have the right to collect the penalty using any means available, including the filing of a lien against the Applicant's residence for any unpaid balance or portion thereof. Such fees and expenses may be drawn from the Security Deposit or may be directly charged to the Owner/Applicant as determined by the Trustees.

IN WITNESS WHEREOF,

Owner/Applicants:  
(all Owners as listed on the Deed must sign)

\_\_\_\_\_

\_\_\_\_\_

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

**Exhibit "A" to Plan Submittal Form for  
Chickasaw Gardens**

Architect's name: \_\_\_\_\_

Contractor's name: \_\_\_\_\_

***(Please check all applicable boxes)***

Refer to Guidelines, check all items that are attached, and describe any additional items that are attached.

The following Plans prepared by \_\_\_\_\_, dated \_\_\_\_\_.  
(Architect's name)

***The following minimum information is required for NEW CONSTRUCTION AND RENOVATION projects. Other information may be requested as needed.***

- SHEET ONE: SITE PLAN
  - A. Scale 1" = 10'-0 minimum
  - B. Existing topography and proposed finish grades, significant trees, and unique site features.
  - C. First floor and basement floor elevations indicated with respect to site grades.
  - D. Driveway, curb cut locations, sidewalks, patios, entry walks, and air conditioning and garbage enclosures are to be located and drawn to scale.
  - E. All proposed structures, improvements, fencing, building setbacks, and utility easements. Setback lines are as follows: Front yard setbacks vary (35' - 40' typical); 5' side yard; 25' rear yard for attached structures; 5' rear yard for detached structures.
  - F. Retaining wall locations, size, designs, height, and finish. Retaining walls connecting to the house must be faced with the finish of the residence's exterior walls with which the retaining wall comes in contact.
  
- SHEET TWO: BASEMENT PLAN (where appropriate)
  - A. Scale ¼" = 1'-0
  - B. Fully dimensioned with room names indicated. Exterior door and window types indicated and described on a schedule to be found on this sheet or another in the set.
  - C. The basement floor plan should correspond with site plan orientation.
  
- SHEET THREE: FIRST FLOOR PLAN
  - A. Scale ¼" = 1'-0
  - B. Fully dimensioned with room names indicated. Exterior door and window types indicated and described on a schedule to be found on this sheet or another in the set.
  - C. Decks, patios, stoops, retaining walls, trash enclosures, air conditioning and utility screening, front entry step with materials and finishes, driveway and turnaround, and walks located and drawn to scale.
  - D. The first floor plan corresponding with the site plan orientation.

G SHEET FOUR: SECOND FLOOR PLAN

- A. Scale  $\frac{1}{4}'' = 1'-0$
- B. Fully dimensioned with room names indicated. Exterior door and window types indicated and described on a schedule to be found on this sheet or another in the set.
- C. Lower roof projection, roof overhangs, and chimney locations indicated and drawn to scale.
- D. The second floor plan corresponding with the first floor plan and site plan orientation.

SHEET FIVE: ROOF PLAN

- A. Scale  $\frac{1}{4}'' = 1'-0$
- B. All roof areas and corresponding slopes.
- C. Roof material and color indicated and labeled.
- D. All roof vents, projections, and skylights located and labeled. All roof vents, projections, and other structures protruding from the roof's surface to be treated so as to appear the same color as the roof material. Skylights are not permitted on the front roof elevation.

SHEETS SIX AND SEVEN: BUILDING ELEVATIONS

- A. Scale  $\frac{1}{4}'' = 1'-0$
- B. All elevations accurately detailed to articulate material, color, finish, door and window types, trims and fascia details. The proposed finish grades against the elevations indicated, along with A/C condensing unit and trash screens, decks and stairs. Elevations must show gutter and downspout design and locations and elevations indicated.
- C. Elevations should indicate maximum height from first floor finished grade to the uppermost roof peak. The maximum height permitted is 35'-0.
- D. The elevations correspond with the floor plans and site orientation.

SHEET EIGHT: DETAILS AND SCHEDULES

- A. Scale as required.
- B. Wall sections should be at  $1'' = 1'-0$  minimum.
- C. Details as required to accurately and sufficiently describe the proposed work.

***The following is required for FENCES, GATES, LANDSCAPING AND OTHER MISCELLANEOUS CONSTRUCTION PROJECTS.***

- Detailed description of project including the following drawings to scale:
- A. Site Plan
- B. Elevations
- C. Details