

Permit Application for

# LANDSCAPING BY CONTRACTOR

PENN ESTATES PROPERTY OWNERS ASSOCIATION  
ARCHITECTURAL REVIEW BOARD  
3445 Penn Estates East Stroudsburg PA 18301  
570-426-9353 phone 570.421.1092 fax

**Please submit the following:**

Completed Permit Application

Permit fee\* of \$\_\_\_\_35\_\_\_\_\_. Please make checks payable to PEPOA (Penn Estates Property Owners Association).

Certificate of contractor's liability insurance with PEPOA named as the Certificate Holder.

A signed contract (for work over \$500.00) signed by you and the contractor.

The contractor's Pennsylvania Certification number.

A signed "Contractor's Agreement" between contractor and PEPOA.

If any excavating is to take place, a grading plan showing elevations before and after.

**Plans:**

A copy of a plot plan indicating where the proposed landscaping will take place.

A description of the planned work and the materials to be used.

**ENCLOSURES FOR CONTRACTED LANDSCAPING**

Application for Permit

Contractor's Agreement

Relevant sections from the Penn Estates Rules and Regulations

\* The fee for contracted landscaping is usually Thirty-Five Dollars (\$35.00). If the contractor brings in heavy equipment, such as a backhoe, bobcat, grade-all, steam-roller, bucket truck, etc., the fee is Fifty Dollars (\$50.00).

**PENN ESTATES PROPERTY OWNERS ASSOCIATION  
APPLICATION FOR ALL CONTRACTOR LANDSCAPING PERMITS  
(Please type or print)**

Owner(s) \_\_\_\_\_ Date \_\_\_\_\_  
(Last Name) (First Name)

Address: Lot \_\_\_\_\_ Section \_\_\_\_\_ Street \_\_\_\_\_

Mailing Address \_\_\_\_\_  
(Number/Street) (City/State) (Zip)

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

Other Phone \_\_\_\_\_ Fax Number \_\_\_\_\_

Applicant – if other than Owner \_\_\_\_\_

Brief project description, ie: ‘tree removal/trimming’, ‘patio/walkway’, ‘new grass area’, ‘wall’, etc.

**I/WE UNDERSTAND THAT:**

1. No construction on or alteration of the site may be started before the Association reviews and approves a fully completed application for a property improvement permit, and inspects the site.
2. I/We have received, read, and understood, or caused their representatives to do so, and do agree to comply with all of the provisions of the Rules and Regulations of the Penn Estates Property Owners Association, and with all applicable National, State and Local codes. Any failure to comply will among other things result in either issuance of a permit with corrections and modifications or issuance of a denial of the permit by the Architectural Review Committee or Board or their agents.
3. I/We understand that Penn Estates Property Owners Association and its agents do not assume any responsibility or liability to the Owner for the quality of construction or code compliance of any contractor. All inspections by the Association are for its benefit only, and not for the benefit of the Owners of the property.

Included with this application: Permit Fee \$ \_\_\_\_\_ (make checks payable to PEPOA)

\_\_\_\_\_  
(Property Owner Signature)

\_\_\_\_\_  
(Contractor Signature)

**DO NOT WRITE BELOW THIS LINE – FOR OFFICE USE ONLY**

Received by \_\_\_\_\_ Date \_\_\_\_\_

Missing from application \_\_\_\_\_

signed/dated ap  contractor’s agreement  contract  insurance  fee  Township permit

Date of completed application \_\_\_\_\_ checked by \_\_\_\_\_

**APPROVAL CERTIFICATE**

The attached plans and specifications are approved for property improvement purposes. Any conditions, corrections or modifications are noted on the Permit.

Application approved: \_\_\_\_\_ Date: \_\_\_\_\_

(Architectural Review Committee)

PERMIT # \_\_\_\_\_

**CONTRACTOR'S AGREEMENT**

**BETWEEN** PENN ESTATES PROPERTY OWNERS ASSOCIATION, ARCHITECTURAL REVIEW BOARD, AT 3445 PENN ESTATES, EAST STROUDSBURG, PA 18301, HEREINAFTER REFERRED TO AS "ARB", AND

NAME: \_\_\_\_\_ ("CONTRACTOR")

Doing business as: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_

PHONE #: \_\_\_\_\_ FAX: \_\_\_\_\_

Pennsylvania Certification Number \_\_\_\_\_ Expires \_\_\_\_\_

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1. In consideration of having been granted authorization to complete certain work in the Penn Estates community, the Contractor hereby acknowledges that it is familiar with all the Restrictive Covenants, Bylaws, Rules and Regulations and Property Development and Improvement Code governing the residential properties in Penn Estates.

2. The Contractor agrees to comply with all rules and regulations of the Penn Estates Property Owners Association and its Architectural Review Board, and agrees to comply with the Declaration of Restrictive Covenants that is binding on all properties in the community.

3. Should the Contractor or its employees, subcontractors or suppliers in any way cause damage to any Common Facilities or to the property of any Property Owner in the community, the Contractor agrees that it shall be liable for all damages and shall pay to the Association, to the ARB, or to the individual property Owner whose property has been damaged, as the case may be, the fair cost for any loss incurred by them as a result of the Contractor's activity.

4. The Association and ARB reserves the right to conduct any inspections of the property as are reasonably necessary to assure compliance in the sole opinion of the Association with the Deed Restrictions, Property Development and Improvement Code and the Association By-Laws, Rules and Regulations for its own benefit and for the benefit of no other person whatsoever.

5. The Contractor shall not start any improvements (including lot clearing, landscaping, driveway work, etc.), until a valid Association Property Improvement Permit has been issued to the Property Owner, all dues and assessments are paid and all other required fees and charges are paid.

6. The Contractor has read the "Environmental Rules, the Property Development & Improvement Code and Permit Information", as published by the Association and hereby agrees to abide by the standards stated.

\_\_\_\_\_  
(Contractor's Authorized Signature and Company Seal)

\_\_\_\_\_  
Date

**DO NOT WRITE BELOW THIS LINE – FOR OFFICE USE ONLY**

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\_\_\_\_\_  
Date Received

Complete? Y N

**PENN ESTATES PROPERTY DEVELOPMENT AND IMPROVEMENT CODE  
ARTICLE XXI FROM THE RULES AND REGULATIONS**

**Relevant Paragraphs for Landscaping**

**35. EXTERNAL DESIGN**

Exterior materials, finishes and colors shall be compatible with the complimentary to the natural charter of the environment. Buildings, structures and areas shall be compatible and in keeping with the style, color and character of the residential building and shall be located unobtrusively on the property.

**24. FUNCTIONAL RELATIONSHIPS**

The total area of impervious surfaces to be built on any lot shall not exceed twenty-five (25%) percent of the total gross area of the lot. The term "impervious surfaces" means all building areas, cemented brick, stone or block patios, paved sidewalks, paved driveways and parking areas and covered storage areas.

There shall be no changes in elevations, grades, vegetation or other natural features that may cause damage or disturbances from the increased surface water run off or soil erosion to other lot owners, nor shall any structures be so located as to intrude, intercept or impede the function of a natural drainage way.

Driveways shall be located to provide safe access to the public road and shall have the longest available slight distance in each direction, combined with the flattest grade at the point of intersection.

Storage buildings, structures and areas shall be compatible and in keeping with the style and character of the residential building, and shall be located unobtrusively on the property.

Outside areas to be used for temporary storage of trash, garbage, waste materials or an unsightly debris and be located where maximum protection can be provided against wind, precipitation, extreme temperatures, animals and other wildlife.

**48. FENCES**

In order to preserve the natural quality and aesthetic appearance of the existing natural areas within the Development, all property lines shall be kept free and open and no permanent fences of any type shall be permitted on any lot or lot lines, nor hedges on lot lines, except where, in the opinion of the ARB, a fence or other enclosure, as a structure or aesthetic feature of a design concept, will contribute to and be in keeping with the character of the area.

Chain link, electrified wires or fences, any other type of wire fence, stone walls, barriers of any type, natural and otherwise are prohibited. No obstructions shall be permitted in or on any drainage or utility easement.

No deer fences will be allowed by the ARB if they do not blend in with the property as to color or construction. No snow fences will be allowed.

No fences shall be erected without first obtaining the approval, in writing from the ARB as to location, elevation, plan and design.

### **31. SOIL EROSION and SEDIMENTATION CONTROL**

In accordance with Chapter 102 or the regulations of the Pennsylvania Department of Environmental Protection, all earth moving activities within the Commonwealth shall be conducted in such a way as to prevent accelerated erosion and resulting sedimentation. To accomplish this, an erosion and sedimentation control plan must be prepared prior to commencement of land clearing to effectively prevent accelerated erosion and sedimentation.

In general, the basic control methods during home construction shall consist of: limiting the side of land areas to be cleared and graded; diverting surface water away from project area; limiting velocity of storm water flow; stabilizing disturbed ground areas; and minimizing sediments leaving the site.

Lot owners shall prepare an Erosion and Sedimentation Control Plan before initiating site-clearing operations in the Development. This plan must be kept on the site at all times.

#### **SOIL EROSION AND SEDIMENTATION CONTROL NOTES**

1. All soil erosion and sediment control practices will be installed in accordance with the provision of Title 25, Chapter 102, Erosion Control. All erosion and sedimentation control structures should be located in the field as delineated on this site plan.
2. Earthmoving activities shall be planned in such a manner as to minimize the area extent of disturbed land.
3. Remove only those trees shrubs, and grassed areas that must be removed for construction. Protect the remaining areas to preserve their aesthetic and erosion control values.
4. Install stabilized construction entrance prior to entry of construction equipment to the site. Surface with 6" minimum depth of 3" stone to prevent sediment from being deposited on adjacent roadway pavement.
5. Install hay barriers to protect downslope areas prior to earth disturbance. Hay bale barriers shall be maintained until permanent stabilization is achieved. Hay bales shall be used in channels at 200' intervals. Each hay bale barrier shall be secured by a minimum of two stakes as shown on hay bale typical detail.
6. Stabilization – all slopes and ditches shall be stabilized as soon as practical after final earthmoving by seeding with mixture of No.4 as indicated in the Penn State Agronomy Guide (Crown Vetch at 15 lbs/acre, tall Fescue or perennial rye at 20lbs/acre) or approved equal and mulched with straw 2.5 tons/acre to 3.5 tons/acre. Prepare site as specified below.
7. Interim Stabilization – Where it is not practical to permanently stabilize a disturbed area immediately after final earthmoving, or where activity ceases for more than 20 days, interim stabilization shall be implemented promptly by seeding with either rye grass at 1 lb./1000 sq. ft. or winter rye (fall) at 3.5 lbs./1000 sq.ft. (or approved equal) and mulched with straw 2.5 to 3.5 tons/acre. Prepare site as specified below.
8. Site preparation for seeding shall be performed at right angles to the slope if hydroseeding is not utilized, and shall consist of the following.
  - A. Remove all debris, unsuitable material and stones greater than two inches in diameter from the surface.

- B. Ground limestone shall be applied uniformly to the soil at a rate four tons per acre. Fertilizer shall be applied uniformly to the soil at a rate of 100-200-200 (100 lbs. nitrogen, 200 lbs. P<sub>2</sub>O<sub>5</sub> and 200 lbs. K<sub>2</sub>O) per acre.
  - C. The lime and fertilizer shall be worked into the soil to a depth of four inches using a disc, springtooth harrow or other suitable equipment operating at right angles to the slope.
  - D. Fertilize all stabilized areas with ground limestone and fertilizer at a rate that will bring the pH of the topsoil to a range of 6.0 to 7.0.
9. Runoff – All runoff from the site shall be collected and diverted as necessary to prevent sedimentation, and any pipe inlet, ditch, swale or stream downgrade of disturbed areas shall be protected.
10. Rip rap shall consist of durable fractured rock weighting not less than ten pounds.
10. The contractor shall develop a proposed sequence of construction and submit same to the engineer, if different from recommended sequence.
12. All erosion and sedimentation control practices shall be implemented as indicated on plan and according to conservation district standards. These practices shall be maintained in effective condition during construction and until the corresponding drainage area has been stabilized.

### **LANDSCAPING NOTES**

1. Landscaping must not extend onto Association property.
2. Landscaping must not interfere with the Association's easements.
3. Landscaping must not block or interfere with community drainage.
4. Landscaping must not result in runoff onto neighboring properties.
5. Landscaping must not obstruct, obscure or limit access property owners water or sewer lines.
6. Landscaping must not include the planting of trees above property owner's water or sewer lines.
7. Landscaping must not hide, obscure, or make less visible the fire hydrants.
8. Landscaping must not block easy access to fire hydrants.
9. Landscaping must preserve existing trees leaving them undisturbed and remaining at their original grade level.