

Permit application for

CONTRACTOR PAINTING OR STAINING EXTERIOR

PENN ESTATES PROPERTY OWNERS ASSOCIATION

Architectural Review Board

3445 Penn Estates PA 18301

570.426.9353 phone 570.421.1092 fax

Please submit the following:

- Completed Permit Application
- Specifications of paint or stain including make and color.
- A color sample or color chip of the paint or stain.
- A written, signed contract (by both parties) specifying the work in detail, including pricing and a right of rescission clause.
- A copy of a certificate of liability Insurance for the contractor with Penn Estates named as the certificate holder.
- If no contractor, a copy of the homeowners insurance policy.
- A signed Contractor's Agreement.
- Fee of twenty-five dollars (\$25.00). Please make checks payable to PEPOA (Penn Estates Property Owners Association).

PAINTING OR STAINING HOUSES ENCLOSURES

Application for Permit

Contractor's Agreement

Relevant sections from the Penn Estates Rules and Regulations

PENN ESTATES PROPERTY OWNERS ASSOCIATION
APPLICATION FOR CONTRACTOR PAINTING/STAINING 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: 'paint/stain entire house', 'stain deck', 'paint trim' 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

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: _____

PA Certification Number _____ expiration date _____

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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

by

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

Relevant Paragraphs for Painting or Staining

35. EXTERNAL DESIGN

Exterior materials, finishes and colors shall be compatible with and complimentary to the natural character 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.