

**Wallenpaupack Lake Estates Property Owners Association  
Non-Fee Landscaping Application**

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

**Permit #** \_\_\_\_\_

Section \_\_\_\_\_ Lot \_\_\_\_\_ Road \_\_\_\_\_ Phone# \_\_\_\_\_

Property Owner: \_\_\_\_\_ (hereinafter referred to as "owner")

The Owner hereby applies to the WLEPOA for a non-fee landscaping permit. (See Attached Plans and Resurvey)

**INDEMNIFICATION:**

Since the primary purpose of the Landscaping, Building Regulations and Schedule "A" of the Wallenpaupack Lake Estates Property Owners Association (hereinafter called the "Association") are to insure the present and future residential living conditions relating to the health, safety, public morale, convenience, comfort and beauty of lots in the Wallenpaupack Lake Estates Development; to regulate, inspect, administer, approve structures and plans for same; to engage in such other incidental and related activities so as to carry out the general purposes, which are more specifically set forth in Article II of the By-Laws of the Association, it must be understood by all applicants/owners that neither the Building Committee, its staff, the Association, its Officers and Directors, the Employees and Agents nor any person acting on behalf of any of them shall be responsible in any way for any defects in plans or specifications, or other material submitted to the Building Committee, Building Compliance Officer, or the Board of Directors of the Association, nor for any defect in any work done. Further, the owners and owners' agent shall indemnify, hold harmless, protect, exonerate, and defend the Building Committee, its staff, the Association, its Officers and Directors, the Employees and Agents or any person acting on behalf of any of them, from and against any and all costs, claims, or liabilities arising out of actions taken or decisions made while performing the duties of their respective position in good faith, and with the diligence, care and skill which ordinarily prudent persons would exercise under similar circumstances.

**NOTICE:**

Existing Right-Of-Way grades shall be maintained at all times and no permanent construction shall be constructed upon an Association drainage easement. The Association has the right to make repairs to the Sewer and Water lines, maintain the roads and the Rights-Of-Way and in doing so, the Association shall not be responsible for any removal or damage of, but not limited to, landscaping, retaining walls, driveways and culverts.

**LANDSCAPING AND BUILDING REGULATIONS:**

We hereby acknowledge receipt of the Landscaping/Building Regulations dated \_\_\_\_\_ with all current addenda and agree that we, and any person employed by us, shall be bound by and shall comply with said regulations and Schedule "A" of our Deed.

Property owners planning or undertaking Landscaping work may want to do the following:

- verify current liability insurance in sufficient coverage amounts for your contractors, and worker's compensation insurance for your contractors/workers and their workers and subcontractors, or that worker's compensation insurance coverage is not required by law.
- Inquire into and procure other insurance coverage, possibly under your homeowner's insurance policy as a rider or endorsement thereto, for your protection and benefit during the period of work under this permit.

\_\_\_\_\_  
Owner's Signature

**Non-Fee Landscape Permit Instruction Sheet**

1. Application must be signed by property owner and submitted to the Building Compliance Officer for approval.
2. Plans for the proposed landscaping plotted on the site resurvey must be attached to the application.
3. Plans shall show the following information and use the indicated symbols to designate the type of landscaping to be done:
  - X – Retaining Wall
  - T - Trees to be planted
  - TR- Trees to be removed
  - CLV – Culvert pipe
  - C – Cement or Concrete area
  - A – Asphalt Area
  - S – Stone area
  - W – Woodchip area
  - G – Grass area
  - F – Fill area (please indicate stone or dirt fill)
4. Apply for Letter of Compliance when landscaping, as approved, has been completed.
5. Permanent drainage easements and right-of-ways shall not be disrupted.
6. All vehicles used by contractors must have a contractor’s vehicle pass.

If you have any questions pertaining to the Landscaping Regulations, please call the Building Compliance Officer at the main WLE Office. INDEMNIFICATION BY CONTRACTOR

Contractor agrees to indemnify, save, hold harmless, and defend WLEPOA, its officers, agents and employees, against any claim, lawsuit, expense, loss or liability for injury (including death) to anyone or property damage (regardless of who owns the property) arising out of or through any act, omission, or failure to act or perform, or any neglect or negligence or breach of any other duty or standard of the Contractor or any subcontractor, or anyone directly or indirectly employed or supervised by any of them, in the performance or prosecution of work or construction services included in this permit or occurring anywhere within WLE.

The contractor for construction or other work at WLE properties, by performing work/services, or the issuance of a WLEPOA permit, or their signature to the permit application, affirms to the following:

- that they are authorized to submit/sign this permit application and insurance and other information, and to represent their contracting company/organization;
- that they have and will maintain during the project or work and through its completion the required liability and worker’s compensation insurance, or are exempt by Pennsylvania law;
- that their information and affirmations are true and accurate.

I hereby certify that the proposed work is authorized by the owner of record and that I have been authorized by the owner to make this application as his/her authorized agent if their signature does not appear above.

\_\_\_\_\_  
SIGNATURE OF APPLICANT/CONTRACTOR

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CONTRACTOR COMPANY NAME

\_\_\_\_\_  
PA REGISTRATION #

