

AUTUMN MOUNTAIN WOODLANDS
PROPERTY OWNER'S ASSOCIATION,
and CHRISTOPHER WOLMAN,
Individually as a Dwelling Unit Owner
in AMWPOA, and KURT VERNAREC,
individually as an Unimproved lot owner
in AMWPOA

Plaintiffs,

v.

HICKORY HILLS PROPERTY OWNER'S
ASSOCIATION,

Defendant.

IN THE COURT OF COMMON PLEAS
OF LUZERNE COUNTY

NO.

2020-09576

Civil Action – Equity/Law

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after the Complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OUR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

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North Penn Legal Services
15 Public Square, Suite 410, Wilkes-Barre, PA 18701
(570) 825-8567

AVISO

LE HAN DEMANDADO A USTED EN LA CORTE, SI DESEA DEFENDERSE CONTRA LAS QUEJAS PERSESENTADA, ES ABSOLUTAMENTE NECESSARIO QUE USTED RESPONDA DENTRO DE 20 DIAS DESPUES DE SER SERVIDO CON ESTA DEMANDA Y AVISO. PARA DEFENDERSE ES NECESSARIO QUE USTED, O SU ABOGADO, REGISTRE CON LA CORTE EN FORMA ESCRITA, EL PUNTO DE VISTA DE USTED Y CUALQUIER OBJECCION CONTRA LAS QUEJAS EN ESTA DEMANDA.

RECUERDE: SI USTED NO RESPONDE A ESTA DEMANDA, SE PUEDE PROSEGUIR CON EL PROCESO SIN SU PARTICPACION. ENTONCES, LA COUTE PUEDE, SIN NOTIFICARIO, DECIDIR A FAVOR DEL DEMANDANTE Y REQUERIRA QUE USTED CUMPLA CO TODAS LAS PROVISIONES DE ESTA DEMANDA. POR PRAZON DE ESA DECISION, ES POSSIBLE QUE USTED PUEDE PERDER DINERO, PROPIEDAD U OTROS DERECHOS IMPORTANTES.

LLEVE ESTA DEMANDA A UN ABOGADO IMMEDIATEMENTE.

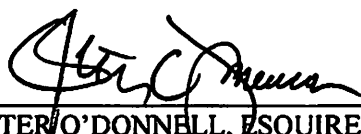
SE NO CONOCE A UN ABOGADO, LLAME AL "LAWYER REFERENCE SERVICE" (SERVICIO DE REFERENCIA DE ABOGADOS), 215-238-6300.

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The counsel below certifies that this filing complies with the provisions of the Case Records Public Access Policy of the Unified Judicial System of Pennsylvania that requires filing confidential information and documents differently than non-confidential information and documents.

Date: 10/22/2020


PETER O'DONNELL, ESQUIRE
Attorney for Plaintiffs, Autumn Mountain
Woodlands Property Owners Association, and
Christopher Wolman, individual dwelling unit
owner in Autumn Mountain Woodlands, and
Kurt Vernarec, individual unimproved lot
owner in Autumn Mountain Woodlands
305 South Church Street, Suite 175
Hazleton, PA 18201
(570) 501-3790
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petero@epix.net
Attorney I.D. 52924

AUTUMN MOUNTAIN WOODLANDS	:	IN THE COURT OF COMMON PLEAS
PROPERTY OWNER'S ASSOCIATION,	:	OF LUZERNE COUNTY
and CHRISTOPHER WOLMAN,	:	
Individually as a Dwelling Unit Owner	:	
in AMWPOA, and KURT VERNAREC,	:	
individually as an Unimproved lot owner	:	
in AMWPOA	:	NO. 2020-09576
Plaintiffs,	:	
	:	
v.	:	Civil Action – Equity/Law
	:	
HICKORY HILLS PROPERTY	:	
OWNER'S ASSOCIATION,	:	
	:	
Defendant.	:	

COMPLAINT

AND NOW comes Autumn Mountain Woodlands, Christopher Wolman, and Kurt Vernarec by and through their counsel, Attorney Peter O'Donnell and complains of the Defendant as follows:

1. The Plaintiff, Autumn Mountain Woodlands Property Owners Association is a property owners association with a contact address of P.O. Box 66, White Haven, Luzerne County, PA 18661 (Hereinafter referred to as "Autumn Mountain.")
2. Plaintiff, Christopher Wolman, is an adult individual with a principal place of residence of 89 Autumn Drive, White Haven, Luzerne County, Pennsylvania 18661. (Hereinafter referred to as "Wolman".)
3. At all times pertaining hereto Plaintiff, "Wolman", is and was a dwelling unit owner and a member of the Autumn Mountain Property Owner's Association.
4. Plaintiff, Kurt Vernarec, is an adult individual with an unimproved lot located at 102 Autumn Drive, Foster Township, White Haven, Pennsylvania. (Hereinafter referred to as "Vernarec".)

5. At all times material hereto Plaintiff, Kurt Vernarec, is and was an unimproved lot owner and a member of the Autumn Mountain Woodland Property Owner's Association.

6. The Defendant, Hickory Hills, is a property owner's association with a contact address of 20 Hickory Hills Drive, White Haven, PA 18661.

7. The Plaintiff, "Autumn Mountain", and Defendant, "Hickory Hills", are contiguous communities and are further subject to the rights and responsibilities recorded in a Deed dated June 6, 1977 at Deed Book 1924 Page 35. (Said Deed is attached hereto as Exhibit "A")

8. Pursuant to said Deed the Plaintiffs have a permanent easement for ingress, egress and regress to and from Traffic Route 940 through the Defendant, "Hickory Hills", property to the properties located in Autumn Mountain Woodlands.

9. Plaintiffs believe and therefore aver that the Defendant, "Hickory Hills", has unilaterally changed the terms and unreasonably interfered with the permanent deeded easement for ingress, egress and regress and limited financial responsibilities for road maintenance contained therein, by taking unilateral actions consisting of failing to identify what constitutes a charge for the "Hickory Hills" dwelling unit road maintenance fee and instead charging all Plaintiffs for various fees in violation of the deed covenant.

10. The deeded financial requirement in Plaintiff's Exhibit "A" requires billing only a road maintenance charge to the dwelling unit owners of Plaintiff, "Autumn Mountain", in the amount which is equal to the amount charged to the dwelling unit owners in Hickory Hills.

Plaintiff's Exhibit "A" states as follows:

each and every dwelling unit on the above-described premises shall pay to any entity charged with the legal responsibility for maintaining the roads, streets and lanes of Hickory Hills the same per dwelling unit road maintenance charge as assessed against dwelling unit owners,

if any, in said Hickory Hills subdivision.

11. The Defendants, "Hickory Hills", pursuant to correspondence received by Plaintiffs' counsel dated August 28, 2020 has taken the position that it can charge a road usage fee to all Plaintiff's members instead of a road maintenance fee to only the Plaintiffs' dwelling unit owners and that the Defendant, "Hickory Hills", can charge one lump fee to the Plaintiffs' Homeowners Association instead of billing only Plaintiffs' dwelling unit owners. Defendant, "Hickory Hills", has further taken unilateral action to station a guard at the Defendant, "Hickory Hills", entry gate to question all Plaintiffs attempting to enter the property and has threatened to assess a toll for all Autumn Mountain visitors and property owners until such time as dues are paid. Defendant, "Hickory Hills" has further indicated they will bill all Plaintiffs' property owners with late fees, interest and if unpaid refer them to collections. Defendant, "Hickory Hills", has also threatened to lien all Plaintiffs properties for non-payment of their fees. (See Plaintiff's Exhibit "B" letter dated August 28, 2020 attached hereto and made apart hereof.)

12. Defendant at all times prior to this August 28, 2020 letter billed Plaintiff's "Autumn Mountain" dwelling unit owners individually to their individual addresses an amount which was believed by Plaintiffs to be a road maintenance fee as per the Deed.

13. It is believed and therefore averred Defendant, Hickory Hills", randomly determined the fee based on its needs and not pursuant to the Deeded language. It is believed and therefore averred that the Defendant herein has never calculated a road maintenance fee to be charged to the Hickory Hills dwelling unit owners which could then be charged to the Autumn Mountain Woodlands dwelling unit owners pursuant to the Deed language.

14. It is believed and therefore averred that Defendant, "Hickory Hills", has overcharged the Plaintiffs herein for a road maintenance fee that was to be no more than the

amount charged to Defendants, "Hickory Hills", dwelling unit owners and only collected from the individual Plaintiffs' dwelling unit owners.

15. Defendant's actions are all unilateral and in breach of the deeded language causing Plaintiff losses and an unreasonable interference with its deeded permanent access to its properties.

16. There is no lawful or legal basis for Defendant, "Hickory Hills", unilateral actions in failing to comply with deeded provisions for charging a road maintenance fee to only Plaintiffs' dwelling unit owners and billing them individually as required by the Deed.

COUNT I
Unreasonable Interference with Permanent Deeded Easement

17. Plaintiffs incorporate paragraphs 1 through 16 of this Complaint as if the same were fully set forth herein at length.

18. The Defendant has failed to comply with the clear and unambiguous Deed language stating that the Plaintiffs have a clear and permanent ingress, egress and regress to their property which is landlocked behind Defendant's property.

19. Defendant has failed to comply with the clear and unambiguous Deed language stating that the road maintenance fee charged to Hickory Hills dwelling unit owners is the only charge that can be made to Autumn Mountain Woodlands dwelling unit owners and the same is to be billed individually.

20. The specificity of the Deed language indicates that the amount charged to Defendant, "Hickory Hills" dwelling unit owners is the amount to be charged to Plaintiff, Autumn Mountain Woodlands dwelling unit owners and the same is to be sent to the Plaintiffs' dwelling unit owner individually since the deeded language states "each and every dwelling unit owner in Autumn Mountain".

21. The Defendant has initiated self-help action by placing a guard at the Defendant, "Hickory Hills", entry gate which has and will restrict, detain or refuse access to Plaintiff's properties. Defendant, "Hickory Hills", by failing to allow Plaintiff's entry or departure pursuant to ingress, egress and regress language clearly stated as a permanent easement in the Deed, unreasonably interferes Plaintiff's ability to reach its properties. Defendant, "Hickory Hills", unilateral attempts at charging fees without reasonable basis and identification as the same charge for Hickory Hills dwelling unit road maintenance fees causes unreasonable interferences with the permanent easement and is made without any legal basis. By refusing ingress, egress, regress, and by charging unilateral fees identified in any manner, and any amount, the Defendant has breached the clear and unambiguous language of the Deed and has caused an unreasonable interference with the use of the permanent deeded easement.

22. At all times material hereto, the Deed marked as Plaintiff's Exhibit "A" is the Deed which controls the obligations of the parties.

23. Plaintiff, "Autumn Mountain" filed Covenants in 1983 that state among other things the following:

(15) the purchase of any lot in the development constitutes a compulsory membership in the lot owner's association. (See Plaintiff's Exhibit "C" attached and made a part hereof.)

24. In 1983 Plaintiff property owner's association filed Covenants pertaining to their properties in Deed Book 2096 at Page 464, said Covenants specifically number ten (10) states:

upon construction of a dwelling unit on the above-described premises the record owner thereof said premises shall pay to Hickory Hills Association, the entity charged with the legal responsibility for maintaining the roads, streets and lanes of Hickory Hills, the same per dwelling unit road maintenance charge as assessed against dwelling unit owners, in said Hickory Hills subdivisions which Hickory Hills subdivisions adjoin this subdivision, and in full accordance with such said requirement as contained in the

Deed dated June 6, 1977 recorded on June 7, 1977 in Deed Book Volume 1924 at Page 35 (said requirement actually being on page 38) in the Office of the Recorder of Deeds in and for Luzerne County, Pennsylvania and if owner has a conflict between said agreement language as used therein said June 6, 1977 Deed and relative to such road maintenance charges and the language therein, then the language of said June 6, 1977 Deed shall prevail and control. (See Covenants attached hereto and marked as Exhibit "C").

25. The Deed of record which controls the access to Plaintiffs' property is clearly a valid and enforceable agreement which was in effect at the time of this Complaint.

COUNT II
Unjust Enrichment

26. Plaintiffs incorporate paragraphs 1 through 25 of this Complaint as if the same were fully set forth herein at length.

27. Plaintiffs believe and therefore aver that the Defendant, "Hickory Hills", has charged fees for road maintenance that were without basis or calculation.

28. Defendant, "Hickory Hills", was limited in charging the dwelling unit owners of Plaintiff, "Autumn Mountain" the same road maintenance charge as was levied upon dwelling unit owners of Defendant, "Hickory Hills".

29. Plaintiff believes and therefore avers that Defendant was unjustly enriched for a number of years by charging a fee to the Plaintiffs herein that was not based upon the fee charged to Hickory Hills dwelling unit owners as a road maintenance fee.

30. It is believed and therefore averred that the annual fees charged to Defendant, "Hickory Hills" dwelling unit owners does not contain a breakout of what the fees are charged for and if said fees charged to Defendant, "Hickory Hills", dwelling unit owners have a breakdown the same was never provided to the Plaintiffs herein in order to show the amount owed by Plaintiff's dwelling unit owners.

WHEREFORE, the Plaintiff demands that this Honorable Court find in favor of the Plaintiff and find that Defendant, "Hickory Hills" has been unjustly enriched by an amount to be determined in an equitable accounting ordered by this Court.

COUNT III
Equitable Accounting

31. Plaintiffs incorporate paragraphs 1 through 30 of this Complaint as though the same were fully set forth herein at length.

32. Plaintiffs believe and therefore aver that the unjust enrichment of the Defendants has been occurring for approximately 40 years and as such said unjust enrichment must be accounted for equitably.

33. Plaintiffs request that an equitable accounting be performed in order to determine the extent of unjust enrichment received by Defendant, "Hickory Hills".

WHEREFORE, the Plaintiffs request that an equitable accounting be ordered by the Court and that the Court appoint an independent accountant in order to review the Defendant, "Hickory Hills", financial records for a determination of the unjust enrichment that has occurred as a result of the Defendant's actions over the course of the last 40 years. Said amount being ordered returned to the Plaintiffs with interest.

COUNT IV
Preliminary/Permanent Injunction

34. Plaintiffs incorporate paragraphs 1 through 33 of this Complaint as though the same were fully set forth herein at length.

35. The Defendant has violated the clear and unambiguous terms of the Deed. The Plaintiffs are without a valid and adequate remedy at law. Money damages are not adequate to satisfy the losses of the Plaintiff and the Defendant cannot be allowed to unilaterally control

and/or refuse admission of the Plaintiffs landowners without recognizing the language contained in the Deed pertaining to the permanent access easement and the limitation on fees that can be charged by Defendant.

36. Plaintiffs seek a Preliminary/Permanent Injunction of the Deed language such that the Defendant cannot interfere with the deeded permanent access easement and if a road maintenance fee is to be charged to dwelling unit owners of Hickory Hills the same is to be charged only to dwelling unit owners of "Autumn Mountain". Should said dwelling unit owners of "Autumn Mountain" not pay that fee then the Defendant's, "Hickory Hills", remedies are to collect said fees through an action at law without interfering with Plaintiffs' deeded access.

37. There is a valid and enforceable Deed containing Deed Covenants that are in effect.

38. The Defendant, "Hickory Hills", has violated those Covenants,

39. Plaintiffs are without a valid and adequate remedy at law. An injunction is necessary to prevent Plaintiff's from suffering an irreparable harm. Greater injury will result by not granting the injunction than from granting it. An injunction will not substantially harm the other interested parties and it will restore the status quo. The activity of the Defendant is actionable and the right to relief is clear. An injunction is a reasonable remedy to abate the defendant's activity and the injunction will not be adverse to the public interest.

40. Monetary damages are not adequate to satisfy Plaintiffs losses, Plaintiff has sustained an unreasonable interference with its access to Plaintiff's property and said restrictions can lead to potential catastrophic loss of home and property because of Defendant, "Hickory Hills", unilateral conduct.

41. Plaintiffs are entitled to a Preliminary/Permanent Injunction enforcing the language in the Deed marked as Plaintiff's Exhibit "A".


42. Plaintiffs are entitled to a Preliminary/Permanent Injunction ordering the Defendant, "Hickory Hills", not to interfere with their deeded permanent property access.

WHEREFORE, the Plaintiffs requests this Honorable Court to find in favor of the Plaintiffs and against the Defendant, "Hickory Hills" and enter an Order as follows: (a) issue a permanent injunction ordering the Defendant, "Hickory Hills", to cease and desist from any and all actions restricting any of Plaintiffs' members access to the improved and unimproved properties in Autumn Mountain. (b) Order the Defendant, "Hickory Hills" to comply with the terms of the deeded dwelling unit owner's maintenance charge and charge only the Plaintiff's dwelling unit owners the same fee for road maintenance as the Defendant, "Hickory Hills" charges its own dwelling unit owners. (c) Defendant, "Hickory Hills", is restricted to billing the Plaintiff's individual dwelling unit owners the road maintenance fee as stated herein.

Respectfully submitted,

Date:

10-22-2020



PETER O'DONNELL, ESQUIRE

Attorney for Plaintiffs, Autumn Mountain Woodlands Property Owners Association, and Christopher Wolman, individual dwelling unit owner in Autumn Mountain Woodlands, and Kurt Vernarec, individual unimproved lot owner in Autumn Mountain Woodlands

305 South Church Street, Suite 175

Hazleton, PA 18201

(570) 501-3790

(570) 501-3791 (fax)

petero@epix.net

Attorney I.D. 52924

CERTIFICATE OF COMPLIANCE

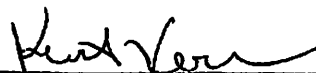
I certify that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: case Records of the Appellate and Trial Courts that require the filing of confidential information and documents differently than non-confidential information and documents.



PETER O'DONNELL, ESQUIRE
Attorney for Plaintiffs
305 South Church Street, Suite 175
Hazleton, PA 18201
(570) 501-3790
(570) 501-3791 (fax)
petero@epix.net
Attorney I.D. 52924

VERIFICATION

I, KURT VERNAREC, Vice President of Autumn Mountain Woodlands Property Owner's Association, Plaintiff in this action, verify that the statements made in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I understand that the statements therein are made subject to the penalties of 18 Pa.C.S.A. §4904 relating to unsworn falsification to authorities.

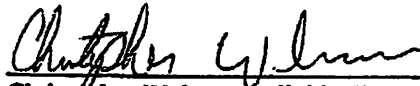


Kurt Vernarec, Vice President
Autumn Mountain Woodlands
Property Owner's Association

Date: 10-21-2020

VERIFICATION

I, CHRISTOPHER WOLMAN, individually as a dwelling unit owner in Autumn Mountain Woodlands, Plaintiff in this action, verify that the statements made in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I understand that the statements therein are made subject to the penalties of 18 Pa.C.S.A. §4904 relating to unsworn falsification to authorities.

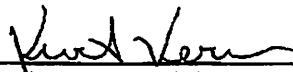


Christopher Wolman, individually as a
dwelling unit owner in Autumn Mountain
Woodlands

Date: 10/21/2020

VERIFICATION

I, KURT VERNAREC, individually as an unimproved lot owner in Autumn Mountain Woodlands, Plaintiff in this action, verify that the statements made in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I understand that the statements therein are made subject to the penalties of 18 Pa.C.S.A. §4904 relating to unsworn falsification to authorities.



Kurt Vernarec, individually as an
unimproved lot owner in Autumn Mountain
Woodlands

Date: 10-21-2020

EXHIBIT "A"

This Indenture,

Made the 6th day of June, in the year
Nineteen hundred and seventy-seven (1977)

Between SUN HARBOR VALLEY, INC., a corporation organized and existing under the laws of the State of New York and authorized to do business in the Commonwealth of Pennsylvania, with a principal office and place of business at Hickory Hills in the Township of Foster, County of Luzerne and Commonwealth of Pennsylvania,

(hereinafter called the Grantor), of the one part, and

FRANK T. VERONSKI, unmarried, of R. D. 1, Bloomsburg, Pennsylvania,

(hereinafter called the Grantee), of the other part:

Witnesseth, That the said Grantor for and in consideration of the sum of One dollar (\$1.00) lawful money of the United States of America, unto it well and truly paid by the said Grantee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, enfeoffed, released and confirmed, and by these presents does grant, bargain, sell, alien, enfeoff, release and confirm unto the said Grantee, his heirs and assigns,

ALL THAT CERTAIN piece, parcel or tract of land situate in the Township of Foster, County of Luzerne and Commonwealth of Pennsylvania, being a portion of the Peter Thompson Warrantee Tract, and being bounded and described as follows, to wit:

BEGINNING at a monument set at the southwesterly corner of Lot HH-26, Section 8, on the plot of Hickory Hills, recorded in the office of Recorder of Deeds in and for Luzerne County in Map Book 30, pages 6, 7 and 15;

THENCE along said plot of Hickory Hills, south eighty-seven degrees sixteen minutes east, four thousand two hundred twenty-nine and six tenths (4,229.6) feet to the southeasterly corner of Lot No. W-1 on the said plot;

THENCE along the easterly side of said Lot No. W-1, north four degrees four minutes twenty seconds east, one hundred fifty and five hundredths (150.05) feet to the southerly line of Woodhaven Drive;

THENCE along the northerly sideline of Woodhaven Drive, if extended, south eighty-seven degrees sixteen minutes east, fifty-eight and seventy-six hundredths (58.76) feet to a point;

THENCE south four degrees four minutes twenty seconds west, one hundred fifty and five hundredths (150.05) feet to a point;

THENCE south twenty-seven degrees twenty-two minutes east, six hundred sixty-one and thirty-two hundredths (661.32) feet to a point;

THENCE south sixty-seven degrees thirty-eight minutes twenty seconds west, one thousand six hundred and five tenths (1,600.05) feet to a point;

EX-1924 ME 35

"Notes": Also see pertinent items recorded in said Lawrence County Deed Book Vol. 1877 at page 390 and deed Book Vol. 1877 at page 375. Deed Book Vol. 1877 at page 375. And also see pertinent to date 1876 and 1877 on pp. 398 Kansas State, in the Office of the Commissioner in and for Recording City, Lawrence, Kansas, 1876

1. The first part of the document is a list of names and addresses, including "J. H. Smith, 123 Main St., New York City" and "John Doe, 456 Elm St., New York City".
 2. The second part is a list of names and addresses, including "Jane Doe, 789 Main St., New York City" and "John Doe, 101 Elm St., New York City".
 3. The third part is a list of names and addresses, including "John Doe, 123 Main St., New York City" and "Jane Doe, 456 Elm St., New York City".
 4. The fourth part is a list of names and addresses, including "John Doe, 789 Main St., New York City" and "Jane Doe, 101 Elm St., New York City".
 5. The fifth part is a list of names and addresses, including "John Doe, 123 Main St., New York City" and "Jane Doe, 456 Elm St., New York City".
 6. The sixth part is a list of names and addresses, including "John Doe, 789 Main St., New York City" and "Jane Doe, 101 Elm St., New York City".
 7. The seventh part is a list of names and addresses, including "John Doe, 123 Main St., New York City" and "Jane Doe, 456 Elm St., New York City".
 8. The eighth part is a list of names and addresses, including "John Doe, 789 Main St., New York City" and "Jane Doe, 101 Elm St., New York City".
 9. The ninth part is a list of names and addresses, including "John Doe, 123 Main St., New York City" and "Jane Doe, 456 Elm St., New York City".
 10. The tenth part is a list of names and addresses, including "John Doe, 789 Main St., New York City" and "Jane Doe, 101 Elm St., New York City".

[illegible][illegible]

CONSUMING an area of one hundred forty-nine and fifty-two hundredths (149.62) acres of land, more or less.

THESE ALONG THE SAID SOUTHERLY LINE OF BLACKBERRY LANE, SOUTH SIXTY-TWO DEGREES FIFTEEN MINUTES FIFTY-SEVEN SECONDS EAST, ONE HUNDRED FIFTY-FOUR AND FORTY-SIX HUNDREDTHS (138.46) FEET TO THE POINT OF BEGINNING.

THENCE north nine degrees forty-four minutes twenty-five seconds east, one thousand nine hundred twenty-nine and seventy-three hundredths (1,929.73) feet to a point in the southeasterly line of Hickory Hill;

[illegible]

DRIVE NEVADA

20, 1907
 The University
 of Cambridge

Lot 241

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307-16 E 58.71

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Woodhaven Eriy

2 24-22 E 66432

BOOK 1924 PAGE 37

SCALE. 1"=200'

1924 MAR 28



Donald A. Carson
Notary Public, State of New York

Donald A. Carson
Notary Public, State of New York

Signed, sealed and delivered
in the presence of

the day and year first above written.

President, attested by his
Secretary, and the corporate seal to be affixed
this said Grantor, has caused this instrument to be executed by his

In Witness Whereof,

the same may be duly recorded.

Commonwealth of Pennsylvania to take such acknowledgment, to the intent that
acknowledged this instrument before any person having authority by the laws of the
to be the attorney, full and in his name, and as and for the corporate act and deed to
hereby constitute and appoint Donald A. Carson

And the said Grantor does

with owners, it may, in said Mackay Hills subdivisions,
dwelling unit road easements charge as assessed against dwelling
the roads, streets and lanes of Mackay Hills the same for
pay to any entity charged with legal responsibility for maintaining
Back and every dwelling unit on the above-described premises shall

WARRANT and forever DEFEND.

shall and will especially

to claim the same, or any part thereof,

and against all and every other Person and Persons whatsoever, lawfully claiming or
and assigns, against the said Grantor and his successors,

intended so to be, with the appurtenances, unto the said Grantee

hereditaments and premises herein described and granted, or mentioned and

and assigns, that the said Grantor, and his successors, all and singular the

grant and gives, to and with the said Grantee

And the said Grantor, for his and his successors does by these presents covenant,
and assigns forever.

and for the only proper use and behoof of the said Grantee

appurtenances, unto the said Grantee

and premises hereby granted, or mentioned and intended so to be, with the
and assigns, to

hereditaments

To have and to hold the said

of *John E. Castellino*
 June, December 19
 Recorder

EXHIBIT "B"

**HICKORY HILLS POA
20 Hickory Hills Drive
White Haven PA 18661
570-443-8108 fax 570-443-4400
hickoryhills@pa.metrocast.co**

8/28/2020

**Mr. Peter O'Donnell, Esq.
305 S. Church St. #175
Hazleton, PA 18201**

Re: Autumn Mountain Road Usage Fee

Dear Mr. O'Donnell:

It has been stated to us by an Autumn Mountain property owner that you have taken it upon yourself to dictate the amount of money charged on the road usage fee due Hickory Hills.

Autumn Mountain's legal counsel has no right nor jurisdiction in the matters of Hickory Hills. We gave Autumn Mountain every opportunity to negotiate an appropriate fee after the initial invoice went out to them in the amount of \$10,000.00 and they declined on all offers and refused to bill their clients even though the original agreement was between HHPOA and AMWPOA.

This is an outrageous action taken on by AMWPOA and their legal counsel. Despite your advice to the members of AMWPOA, we will move forward with the billing as it was issued and your members will be charged late fees, interest and will be sent to collection for failure to pay.

Lot owners at HHPOA pay \$270.00 in DUES. It has nothing to do with road fees charged to AMWPOA. Your assertion that since lot dues at HHPOA are \$270.00, then AMWPOA should only pay \$270.00. A lot fee and road usage fee have nothing to do with one another.

We advised Autumn Mountain that they were not to impede on our right to collect the road usage fee and they did just that. We will not tolerate being denied the money owed us and are prepared to make this a legal issue if it is necessary to do so. We are also prepared to station the guard shack and assess a "toll" for all Autumn Mountain visitors until such time as our dues are paid.

The Board of Directors at Autumn Mountain were given the option to pay \$8120.00 for the year with the stipulation that if the bridge or road required repair and HHPOA residents had to be assessed for the repair, so would AMWPOA residents and that was rejected. At that time, we advised that if we could not come to an agreement, the original bill of \$10,000.00 would apply.

As stated above, we will bill all property owners with late fees, interest and if unpaid refer them to our collection agency. We are also going to be billing Autumn Mountain for the additional postage, stationery and time that this interference caused. We are not assuming the cost for this since you and the Board at AMWPOA have insisted on interfering with our right to bill.

Sincerely,



Lee Maitland
President
HHPOA

EXHIBIT "C"

आचार्य महाराज जी के प्रवेश के विषय

- DATE: 10/10/54
BY: [Signature]
TITLE: [Signature]
OFFICE: [Signature]

COMMUNITY

1986