

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

CONSENT ORDER

AND NOW this 19th day of June, 2023 following the completion of
settlement negotiations between the parties as listed above and with the agreement and consent of
said Parties, it is hereby **ORDERED** and **ORDERED** that:

1. The Plaintiffs shall have and enjoy, a perpetual easement for ingress, egress, and
regress as described in the Deed dated June 7, 1977 from Sundance Valley, Incorporated, Grantor to
Troy P. Vernonsky, Grantee filed in Luzerne County Deed Book 1924 Page 35. The easement is for
all purposes as described in said deed. ("Easement")

2. Defendant Hickory Hills by and through its Board of Directors or governing body
shall have the power to charge an annual road maintenance fee against the Owners of all Autumn
Mountain Woodlands lots with dwelling units, now or hereafter located in Autumn Mountain
Woodlands. The road maintenance fee is defined as the repair and maintenance of the "Easement",
described in Paragraph 1, supra, including filling of holes, repairing cracks, repairing and resurfacing
of roadbeds, removing debris, maintaining any road signs, markers, striping, and snowplowing.

3. The road maintenance fee charged by the Hickory Hills Board of Directors or
governing body to the Autumn Mountain Woodlands dwelling unit owners shall be \$250.00 starting
in 2023 and increasing by 3% per year thereafter, but the fee shall never exceed the Hickory Hills
Property Owner's Association empty lot membership fee.

4. Hickory Hills Board of Directors or governing body will not at any time charge any Autumn Mountain Woodlands unimproved lot owners, guests, visitors, delivery services, essential services, and the like, for use of the "Easement" access or the road maintenance fee. Hickory Hills will allow access to Autumn Mountain Woodlands unimproved lot owners, visitors, guests, delivery services, essential services, and the like, being the same access to Autumn Mountain Woodlands granted hereunder to all Autumn Mountain Woodlands dwelling unit owners.

5. Autumn Mountain Woodlands shall have an affirmative duty to provide Hickory Hills at least on an annual basis and/or within a reasonable timeframe during any given year, when requested by Hickory Hills, the names and addresses of all the owners of dwelling units located on lots in Autumn Mountain Woodlands. It is the responsibility of Hickory Hills to bill the individual dwelling unit owners located on lots in Autumn Mountain Woodlands.

6. Any road maintenance fee charged by the Hickory Hills Board of Directors or governing body against the Autumn Mountain Woodlands dwelling unit owners that is not paid for in a timely manner is subject to the Hickory Hills Board of Directors or governing body taking action against the non-payment of fees through a civil action for non-payment. Autumn Mountain Woodlands dwelling unit owners understand that a judgment may be entered against them after notice and an opportunity to be heard for non-payment and execution on a judgment that may result in the loss of real estate or personal property.

7. Should any dispute with respect to this Consent Order arise between Hickory Hills and Autumn Mountain Woodlands after the entry of this Consent Order, other than an action for non-payment of the maintenance fee, then the Parties consent and agree to the submission of the dispute to binding arbitration before a panel comprised of three arbitrators. Hickory Hills and Autumn Mountain Woodlands shall each appoint one arbitrator, and the arbitrators appointed by Hickory Hills and Autumn Mountain Woodlands shall then select and appoint an attorney who has been actively practicing law for not less than ten (10) years to act as a neutral third arbitrator and to sit as

the chairperson of the arbitration panel. Hickory Hills and Autumn Mountain Woodlands shall each bear the costs and fees charged by the arbitrator they appoint to sit on the arbitration panel. Hickory Hills and Autumn Mountain Woodlands shall each bear fifty (50%) percent of the costs and fees charged by the neutral third-party attorney arbitrator who sits as the chairperson of the arbitration panel. Except as may be agreed by both of the Parties in writing, any arbitration will be common law arbitration conducted in accordance with 42 Pa. C.S.A. §7342, and the decision of the arbitration panel shall be final.

8. Autumn Mountain Woodlands members agree to execute appropriate vehicle identification forms for specific identification purposes only, as supplied by Hickory Hills so long as Hickory Hills members have the same requirement of filling out an identical form.

9. Defendant Hickory Hills agrees to pay the Plaintiff Autumn Mountain Woodlands POA \$16,500.00 (Sixteen thousand five hundred dollars) as reimbursement for attorney's fees and costs.

10. By consent of the Parties and acknowledgement of the terms as set forth herein it is ORDERED that JUDGEMENT pursuant to this CONSENT ORDER BE ENTERED and the Office of Judicial Records and Services of Luzerne County of Pennsylvania shall give notice of this Consent Order to all parties pursuant to Pa. R.C.P. 236.

BY THE COURT:

Date

1/19/23


Honorable

Copies:

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