

COMMONWEALTH OF PENNSYLVANIA
(Public Utility Commission)

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PENNSYLVANIA PUBLIC UTILITY :
COMMISSION : Case No.:
Complainant, : R-2023-3042804
vs. : R-2023-3042805
COMMUNITY UTILITIES OF :
PENNSYLVANIA :
Respondent. :
-----*

Pages 176 through 269 IN-PERSON HEARING
The Glen at Tamiment
Community Center
314 Under Hill Drive
Tamiment, PA 18371

Thursday, February 1, 2024
Met, pursuant to notice, at 1:00 p.m.

BEFORE: THE HONORABLE STEVEN K. HAAS
THE HONORABLE ALPHONSO ARNOLD, III
Administrative Law Judges

INDEX TO EXHIBITS
Docket Nos.: R-2023-3042804; R-2023-3042805
Hearing Date: February 1, 2024
EXHIBITS INDEX

EXHIBIT	FOR IDENTIFICATION	IN EVIDENCE
PUBLIC INPUT		
HEARING EXHIBITS:		
NUMBER		
1 (Price Comparison Sheet from Ms. Rossetti)	217	224
2 (Water Rates for Houston, TX from Ms. Rossetti)	218	224
3 (Water Rates for Alpha, NJ from Ms. Rossetti)	219	224
4 (Water Rates for Milford, NJ from Ms. Rossetti)	220	224
5 (Email and Report from Mr. Fraioli)	236	245
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Pennsylvania Public Utility Commission
v.
Community Utilities of Pennsylvania

R-2023-3042804 (Water)
R-2023-3042805 (Wastewater)

Public Input Hearing Exhibit No. 1

	A			B		
1	WATER-SEWER-GARBAGE-CITY OF HOUSTON			COMMUNITY SERVICES WATER/SEWER		
2						
3	5/1/2022	2000				
4	6/1/2022	3,000				
5	7/1/2022	4,000				
6	8/1/2022	3,000				
7	9/1/2022	5,000				
8	10/1/2022	5,000				
9	11/1/2022	3,000				
10	12/1/2023	2,000	\$ 38.21			
11	1/1/2023	2,000	\$ 38.18			
12	2/1/2023	2,000	\$ 38.21			
13	3/1/2023	2,000	\$ 38.21			
14	4/1/2023	3,000	\$ 50.49			
15	5/1/2023	2,000	\$ 45.16			
16	6/1/2023	5,000	\$ 111.55			
17	7/1/2023	Base Rate	\$ 31.14	7/25-8/28	(4,900 Gal)	\$168.48
18				8/28-9/25	(5,600 Gal)	\$186.23
19				9/25 - 10/26	(2,600 Gal)	\$127.91
20				10/26-11/23	(1600 Gal)	\$84.78
21				11/21 - 12/28	(1900 Gal)	\$92.40

Public Input Hearing Ex. 1

Pennsylvania Public Utility Commission
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Community Utilities of Pennsylvania

R-2023-3042804 (Water)
R-2023-3042805 (Wastewater)

Public Input Hearing Exhibit No. 2

2023 WATER & WASTEWATER RATES

Effective date April 1, 2023

The basic service charge for both water and wastewater is affected by the water meter size. For all classes that include wastewater, the water consumption is used to determine the appropriate wastewater consumption charge. TCEQ fee is a fixed monthly charge of \$0.21 per connection to the public water system.

Single-Family Residential:

The basic charge for each meter size is listed below. For simplicity, this table adds volume and base charges together for 1,000 to 6,000 gallons. From 7,000 to 12,000 gallons the rate is \$10.47 per 1,000 gallons, regardless of meter size. Starting at 13,000 gallons, the rate is \$13.82 per 1,000 gallons. Over 20,000 gallons, the rate is \$18.43 per 1,000 gallons. TCEQ fee is a fixed monthly charge of \$0.21 per connection to the public water system.

Water Rates						
	5/8 or 3/4" meters	1 inch meter	1.5 inch meter	2 inch meter	3 inch meter	16 inch meter
Basic charge, per meter size	\$7.78	\$10.96	\$15.48	\$18.18	\$40.79	\$425.08
The numbers below the line include both Base and Volume charges and TCEQ Fee						
1,000 gallons	\$9.48	\$12.66	\$17.18	\$19.88	\$42.49	\$426.78
2,000 gallons	\$10.97	\$14.15	\$18.67	\$21.37	\$43.98	\$428.27
3,000 gallons	\$12.46	\$15.64	\$20.16	\$22.86	\$45.47	\$429.76
4,000 gallons	\$37.87	\$41.05	\$45.57	\$48.27	\$70.88	\$455.17
5,000 gallons	\$45.34	\$48.52	\$53.04	\$55.74	\$78.35	\$462.64
6,000 gallons	\$52.81	\$55.99	\$60.51	\$63.21	\$85.82	\$470.11
7,000 – 12,000 gallons	The total charge for 6,000 gallons + \$10.47 per 1,000 gallons					
13,000-20,000 gallons	The total charge for 12,000 gallons + \$13.82 per 1,000 gallons					
Over 20,000 gallons	The total charge for 20,000 gallons + \$18.43 per 1,000 gallons					

Wastewater Rates					
	5/8 or 3/4" meters	1 inch meter	1.5 inch meter	2 inch meter	3 inch meter
Basic charge, per meter size	\$14.35	\$18.77	\$25.07	\$28.84	\$59.95
The numbers below the line include both Base and Volume charges					
1,000 gallons	\$19.87	\$24.29	\$30.59	\$34.36	\$65.47
2,000 gallons	\$25.39	\$29.81	\$36.11	\$39.88	\$70.99
3,000 gallons	\$30.91	\$35.33	\$41.63	\$45.40	\$76.51
4,000 gallons & up	The total charge for 3,000 gallons + \$13.25 per 1,000 gallons				

EXAMPLES OF SINGLE-FAMILY RESIDENTIAL BILLINGS:

1,000 gallons, 5/8" meter Total/Month	\$9.48 Water \$19.87 Wastewater \$29.35	Water Charges	Wastewater Charges
7,000 gallons, 5/8" meter Total/Month	\$63.28 Water \$83.91 Wastewater \$147.19	\$52.81 for 6,000 gallons plus 1,000 gallons at \$10.47 = \$63.28	\$30.91 for 3,000 gallons plus 4,000 gallons at \$13.25 each = \$83.91
14,000 gallons, 5/8" meter Total/Month	\$143.27 Water \$176.66 Wastewater \$319.93	\$52.81 for 6,000 gallons plus 6,000 gallons at \$10.47 plus 2,000 gallons at \$13.82 = \$143.27	\$30.91 for 3,000 gallons plus 11,000 gallons at \$13.25 = \$176.66

Multi-Family:

- 14 (duplex – 2 units)
- 15 (tri-plex – 3 units)
- 16 (quad-plex – 4 units)
- 17 (master-metered townhomes – any number of units)
- 18 (apartments — 5+ units)
- 19 (trailer parks)

Consumption is no longer included with the basic charge. The volume charges are applied to all usage. TCEQ fee is a fixed monthly charge of \$0.21 per connection to the public water system.

Rate	Meter size (Inches)	Basic Water Charge	Basic Wastewater Charge
Basic Charge (0 consumption)	5/8	\$7.78	\$14.35
	3/4	\$7.78	\$14.35
	1	\$10.96	\$18.77
	1.5	\$15.48	\$25.07
	2	\$18.18	\$28.84
	3	\$40.79	\$59.95
	4	\$78.77	\$111.79
	6	\$184.11	\$255.59
	8	\$229.32	\$317.31
	10	\$304.82	\$420.37
	12	\$425.08	\$584.53
Volume Charge	All	+ \$7.24 per 1,000 gallons	+ \$9.61 per 1,000 gallons

Pennsylvania Public Utility Commission
v.
Community Utilities of Pennsylvania

R-2023-3042804 (Water)
R-2023-3042805 (Wastewater)

Public Input Hearing Exhibit No. 3

PIH Ex. 3

UTILITY COLLECTOR

Carrie J. Emery
Utility Collector
Email: taxcollector@alphaboronj.org

Hours available:
Monday & Thursday 8 a.m. - 1 p.m.
Tuesday 5 p.m. - 7 p.m.

Phone: (908) 454-0088 ext 120
Fax: (908) 454-0076

Billing Information:

NOTICE

Utility Bills (water/sewer) shall be due and payable within 30 days of the billing date. If a bill remains unpaid for a period over 30 days after the billing date interest shall be charged.

Water/Sewer Rates

Water - \$55/Unit Quarterly Charge - Plus .0038 Per gallon

Sewer - \$40/Unit Quarterly Charge - Plus .009 Per Gallon of Water Consumption

- 8% per annum on any balance \$1,500 or less
- 18% per annum on any balance greater than \$1,500

You may pay CURRENT utility bills at the PNC bank (Alpha Branch only) and you MUST have your bill with you at time of payment. Both delinquent and current payments may be made at the Municipal Building (by mail or in person during office hours) or you may pay on-line under "online tax & utility payments"

Any account which is in arrears greater than six (6) months, upon notice and in addition to the interest, may be subject to have the water turned off. No delinquent balances can be carried past the second quarter billing cycle; same must be paid by July 15 of the current year or the account(s) shall be subject to having the water turned off.

If you are experiencing mechanical problems with your meter, have water quality or technical questions, please contact the Borough's Department of Public Works at (908) 454-3143. They are available Monday through Friday from 7 am until 3 pm.

Residents may check their utility balances by clicking the above link "Online Tax & Utility Payments", there you can input your information and get the balance of your water and sewer and also tax information. Payment information is updated every 48-hours.

"2018 Consumer Confidence Report for The Borough of Alpha PWS ID #NJ2102001" (a printed copy of this report is available at the Alpha Municipal Building upon request)

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R-2023-3042804 (Water)
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Public Input Hearing Exhibit No. 4

§ 10-4 Fire protection.

- A. In addition to the registrations required by the Uniform Fire Code, the following non-life-hazard uses shall register with the Department of Fire Prevention. These uses shall be inspected once per year and pay an annual fee. The fee schedule is as follows: (§ 14-8B)

B	Business/Professional	Fee
B-1	Professional use one- and two-story, less than 1,500 square feet per floor	\$35
B-2	One- and two-story, more than 1,500 square feet, less than 5,000 square feet per floor	\$50

- B. The cost for the issuance of a certificate of Fire Code status shall be \$35. (§ 14-9C)



§ 10-5 Water Department.

- A. The fee charged for connecting with the water mains shall be \$4,000. (§ 42-10C)
- B. Waterline leaks. The Department shall not return water service to the property until such time as a fee of \$50 has been paid for the reconnection of water services during normal business hours (7:00 a.m. to 3:30 p.m.), Monday through Friday, excluding holidays, and \$150 for the resumption of water services during nonbusiness hours. (§ 42-11D)
- C. Water usage rates. Where the Milford Borough Water Department has installed meters for determining the level of water usage by the customers of the Milford Borough Water Department, the following water usage rates shall apply: (§ 42-12A)
[Amended 10-5-2015 by Ord. No. 842-2015; 12-7-2020 by Ord. No. 921-2020]
- (1) For calendar year 2021: Each unit shall be charged a flat rental fee of \$50.40 per quarter. Additionally, each unit shall be charged for actual water usage as follows:
- (a) First 3,000 gallons per quarter: \$50.40 per

PIH Ex-4

quarter.

- (b) Three thousand one to 20,000 gallons per quarter: \$4.50 per each 1,000 gallons per quarter.
 - (c) Twenty thousand one to 30,000 gallons per quarter: \$5 per each 1,000 gallons per quarter.
 - (d) Thirty thousand one and over per quarter: \$5.30 per each 1,000 gallons per quarter.
- (2) For calendar year 2022: Each unit shall be charged a flat rental fee of \$53 per quarter. Additionally, each unit shall be charged for actual water usage as follows:
- (a) First 3,000 gallons per quarter: \$53 per quarter.
 - (b) Three thousand one to 20,000 gallons per quarter: \$4.75 per each 1,000 gallons per quarter.
 - (c) Twenty thousand one to 30,000 gallons per quarter: \$5.25 per each 1,000 gallons per quarter.
 - (d) Thirty thousand one and over per quarter: \$5.60 per each 1,000 gallons per quarter.



- (3) For calendar year 2023: Each unit shall be charged a flat rental fee of \$55.65 per quarter. Additionally, each unit shall be charged for actual water usage as follows:
- (a) First 3,000 gallons per quarter: \$55.65 per quarter.
 - (b) Three thousand one to 20,000 gallons per quarter: \$5 per each 1,000 gallons per quarter.
 - (c) Twenty thousand one to 30,000 gallons per quarter: \$5.50 per each 1,000 gallons per quarter.
 - (d) Thirty thousand one and over per quarter: \$5.90 per each 1,000 gallons per quarter.



(4) For calendar year 2024: Each unit shall be charged a flat rental fee of \$58.40 per quarter. Additionally, each unit shall be charged for actual water usage as follows:

(a) First 3,000 gallons per quarter: \$58.40 per quarter.

(b) Three thousand one to 20,000 gallons per quarter: \$5.25 per each 1,000 gallons per quarter.

(c) Twenty thousand one to 30,000 gallons per quarter: \$5.80 per each 1,000 gallons per quarter.

(d) Thirty thousand one and over per quarter: \$6.20 per each 1,000 gallons per quarter.

(5) For calendar year 2025: Each unit shall be charged a flat rental fee of \$61.30 per quarter. Additionally, each unit shall be charged for actual water usage as follows:

(a) First 3,000 gallons per quarter: \$61.30 per quarter.

(b) Three thousand one to 20,000 gallons per quarter: \$5.50 per each 1,000 gallons per quarter.

(c) Twenty thousand one to 30,000 gallons per quarter: \$6.10 per each 1,000 gallons per quarter.

(d) Thirty thousand one and over per quarter: \$6.50 per each 1,000 gallons per quarter.

D. Fire rates: (§ 42-12C)

Type of Equipment	Annual Fee
Public hydrant	\$220
3-inch sprinkler	\$120
4-inch sprinkler	\$240
6-inch sprinkler	\$440
8-inch sprinkler	\$800

Hunterdon County Division of Public Health Services or by the State of New Jersey.

[2] For the issuance of a license for a temporary food establishment, including a mobile temporary retail food stand, operational for four or more days, the inspection fee shall be as set by the Hunterdon County Division of Public Health Services or by the State of New Jersey.

(2) Hearings. The fee for any hearing required under this article shall be paid by the applicant and shall be as set by the Hunterdon County Division of Public Health Services or by the State of New Jersey. (§ 99-15D)

§ 10-12 Peddling, canvassing and soliciting.

A. Chapter 145, Article II, Peddling. The fees for licenses shall accompany the application and shall be as follows: (§ 145-8)

(1) Annual license: \$150.

(2) Monthly license: \$50.

(3) Daily license: \$25.

→ § 10-13 Sewers and sewage disposal.

A. Chapter 156, Article I, Sanitary Sewerage System. (§ 156-2)

(1) Connection fee: \$5,000.

→ (2) Quarterly sewer charge for calendar year 2011 and thereafter, until revised by ordinance (effective January 1, 2011): \$123.50 per sewerage unit.

B. Chapter 156, Article II, Individual Subsurface Systems. (§ 156-14B)

(1) For the issuance of any permit, certification or license: \$25.

(2) For a hearing: \$150.

C. Chapter 156, Article III, Delinquent Water and Sewer Accounts. (§ 156-17)

(1) Late fee: \$25.

§ 10-14 Soil erosion and sediment control.

A. Erosion control plan for a major subdivision: \$100, plus \$5 for each lot shown on the plat. (§ 162-11A)

B. Erosion control plan for a site plan: \$100, plus an amount equivalent to 5% of the estimated cost of the erosion control measures or \$300, whichever is greater, except that in the case of a site of less than one acre, the minimum amount shall be \$200. (§ 162-11B)

C. Erosion control plan for a minor subdivision: \$25 per lot. (§ 162-11C)

D. Erosion control plan for all other purposes: \$100, plus an amount equivalent to 5% of the estimated cost of the erosion control measures or \$300, whichever is greater. (§ 162-11D)

§ 10-15 Solid waste.

A. Chapter 164, Article I, Garbage Collection.

(1) Fee for collection of appliances: \$15 per appliance. (§ 164-8C)

§ 10-16 Streets and sidewalks.

A. Chapter 168, Article I, Excavations. The applicant shall pay a fee of \$75. (§ 168-10A)

B. Chapter 168, Article III, Sidewalk Construction and Removal. A fee of \$75 shall be charged for each permit. (§ 168-22)

Pennsylvania Public Utility Commission
v.
Community Utilities of Pennsylvania

R-2023-3042804 (Water)
R-2023-3042805 (Wastewater)

Public Input Hearing Exhibit No. 5

LEHMAN TOWNSHIP BOARD OF SUPERVISORS

RR 4, BOX 4000
BUSHKILL, PA 18324

Phone #(570) 588-9365

FAX #(570) 588-1864

FAX Cover: This is a confidential message, intended solely for the person to Whom it is addressed. If you receive this message in error, please forward it to the correct person, or mail it back to us. Thank you.

DATE: 2-13-2012

FAX: 610-337-5599

Lehman Township

TO: Dan Mita
COMPANY: O'Neill Prop.
FROM: Bob Bellino

Re: Bill Greiner's Comment letters. Bernatly doesn't submit Comment letters

NO. OF PAGES 9 (including Cover Sheet)

ANY QUESTIONS, PLEASE CALL US AT THE ABOVE PHONE NUMBER

PIH Ex. 5

ACHTERMAN ASSOCIATES

A DIVISION OF GILMORE & ASSOCIATES

15 April 2009

Lehman Township Board of Supervisors
RR#4 Box 4000
Bushkill, PA 18324

Re: Highland Village - Section D
Preliminary Plans (Review No. 6)

Dear Supervisors:

I have reviewed the revised plans and I offer the following comments:

Note: Paragraph numbers refer to the paragraphs in my original review letter.

Zoning

- 1. The subject property is located in an MxD zone by virtue of the approval with conditions of the Master Plan for Highland Village. All conditions of the approval, 19 April 2007, must be met during the length of the project.
- 2. The Master Plan proposed 47 townhouses for this area of development. The proposed preliminary plans provide for a total of 40 townhouses. This is generally in conformance with the Master Plan.

Subdivision and Land Development

9. Proposed covenants and restrictions for the development and documents for establishing the Homeowners Associations have been submitted and are subject to the review of the Township Solicitor. (SALDO 602.2.14)

19. A copy of the approved ACOE Jurisdictional Determination should be provided to the Township prior to final approval. (SALDO 604.1.12)

23. Evidence of public notice and publication have been supplied and are subject to review by the Township Solicitor. (SALDO 604.1.24)

26. Traffic Impact Studies were completed as part of the Master Plan. A number of improvements were to be completed. The status and time frame for these improvements should be provided. A Traffic Impact Study has been provided and is covered in a separate report.

27. A lighting and landscape plan has been prepared. With the vast amount of clear cutting and site grading required by this project, the Township should consider whether the proposed landscaping is adequate.

Lehman Township Board of Supervisors
Highland Village -- Section D -- Preliminary Plans
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29. A PennDOT highway occupancy application has not been submitted. (SALDO 60411)

Water and Wastewater

A separate report has been provided regarding the water and sewer systems.

Stormwater Ordinance

A separate report has been provided regarding the stormwater management plan.

General Comments

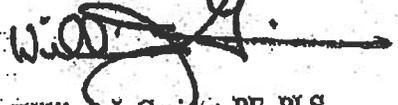
77. Portions of the proposed development lie on slopes in excess of 25%. The Planning Commission has recommended a waiver of the requirement for this section. A written waiver request has been filed by the Developer. (SALDO 712.4)

78. Open space and recreation fees need to be addressed with the Township Supervisors. (SALDO 713)

79. The following third party approvals are required prior to final approval of the plans: Planning Module approval, PennDOT HOP Permit, Pike County Conservation District approval, NPDES Permit approval, Water system and low pressure system PADEP Permits, and ACCO Jurisdictional Determination.

I recommend that the plans be approved subject to the above comments. No construction should be allowed until all necessary third party permits and approvals are in place. If there are any questions or you need additional information, please call.

Respectfully submitted
ACHTERMAN ASSOCIATES
A Division of Gilmore & Associates, Inc.


William J. Granger, PE, PLS

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ACHTERMAN ASSOCIATES

A DIVISION OF GILMORE & ASSOCIATES

15 April 2009

Lehman Township Board of Supervisors
RR#4 Box 4000
Bushkill, PA 18324

Re: Highland Village - Section E
Preliminary Plans (Review No. 6)

Dear Supervisors:

I have reviewed the revised plans and I offer the following comments:

Note: Paragraph numbers refer to the paragraphs in my original review letter.

Zoning

1. The subject property is located in an MxD zone by virtue of the approval with conditions of the Master Plan for Highland Village. All conditions of the approval, 19 April 2007, must be met during the length of the project.
2. The Master Plan proposed 45 townhouses for this area of development. The proposed preliminary plans provide for a total of 50 townhouses. Although this is a slight increase in density, it is offset by the submission of Section D, which was under the Master Plan by 5 lots. This is generally in conformance with the Master Plan.

Subdivision and Land Development

9. Proposed covenants and restrictions for the development and documents for establishing the Homeowners Associations have been submitted and are subject to the review of the Township Solicitor. (SALDO 602.2.14)
19. A copy of the approved ACOB Jurisdictional Determination should be provided to the Township prior to final approval. (SALDO 604.1.12)
23. Evidence of public notice and publication have been supplied and are subject to review by the Township Solicitor. (SALDO 604.1.24)
26. Traffic Impact Studies were completed as part of the Master Plan. A number of improvements were to be completed. The status and time frame for these improvements should be provided. A Traffic Impact Study has been provided and is covered in a separate report.
28. A lighting and landscape plan has been prepared. With the vast amount of clear cutting and site grading required by this project, the Township should consider whether the proposed landscaping is adequate.

Feb. 13. 2012 4:10PM

No. 0753 P. 5

Lehman Township Board of Supervisors
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30. A PennDOT highway occupancy application has not been submitted. (SALDO 604.1.1.17)

Water and Wastewater

A separate report has been provided regarding the water and sewer systems.

Stormwater Ordinance

A separate report has been provided regarding the Stormwater Management Plan.

General Comments

74. Open space and recreation fees need to be addressed with the Township Supervisors.
(SALDO 713)

75. The following third party approvals are required prior to final approval of the plans:
Planning Module approval, PennDOT HOP Permit, Pike County Conservation District approval,
NPDES Permit approval Water System and Low pressure system PADEP Permits, and ACCO
Jurisdictional Determination.

76. Portions of the proposed development lie on slopes in excess of 25%. The Planning
Commission has recommended a waiver of the requirement for this section. The Developer has
submitted a written waiver request. (SALDO 712.4)

I recommend that the plans be approved subject to the above comments. No construction should
be allowed until all necessary third party permits and approvals are in place. If there are any
questions or you need additional information, please call.

Respectfully submitted
ACHTERMAN ASSOCIATES
A Division of Gilmore & Associates, Inc.



William J. Greiner, PE, PLS

ACHTERMAN ASSOCIATES

A DIVISION OF GILMORE & ASSOCIATES

15 April 2009

Lehman Township Supervisors
RR#4 Box 4000
Bushkill, PA 18324

Re: Highland Village - Sections D & E
Water and Sewer Systems (Review No. 2)

Dear Supervisors:

I have reviewed the revised plans and supporting documents and I offer the following comments:

Note: Paragraph numbers refer to the paragraphs in my prior review letters.

Sewage Collection

1. Both sections have been redesigned to be serviced by a low pressure sewer system. The sewer collects sewage from the units and conveys it through a new force main directly to the sewer treatment plant.

7. Plans for the sanitary sewers and water mains have not been reviewed and approved by the utility company. (SALDO 705.5.7 & 706.5.5)

8. Copies of all required PADEP permits for the water and sewer system should be provided to the Township. The low pressure sewage collection system and the water supply system appear to require permits. (SALDO 705.5.7.4 & 706.5.5.3)

Planning Module

7. The planning module submitted for the two sections is incomplete. The PADEP transmittal letter, which details the requirements for a given project, is unavailable.

Treatment Capacity

8. Based on data provided by the Developer, existing facilities at the Tamiment site require a treatment capacity of 184,810 gallons per day (GPD). The existing plant has a treatment capacity of 250,000 GPD. The two new sections, Sections D and E, will generate flows of 18,900 GPD (90 units at 210 GPD/unit). Combined existing and proposed flows total 203,710 GPD. Plant capacity is adequate for these two sections.

Water Supply

9. There are three existing wells providing water is the Tamiment site. The three wells are capable of providing adequate water for the existing uses, as well as Sections D, E and JH4.

Lehman Township Supervisors
Highland Village - Section D & E, Water & Sewer Plans
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Total capacity of the three wells is 486 GPM or 699,840 GPD. The maximum day demand for domestic water is 486 GPM.

10. A hydrogeologic study is required because the proposed sections of development involve water-use greater than 10,000 GPD. (SALDO 706.6.2)

Water Distribution

10. It has not been demonstrated that the water distribution system is capable of providing 1.0 Gallons per Minute (GPM) per Dwelling Unit. The numbers provided show a peak hourly flow of 903 GPM for an equivalent 1221 Dwelling Units (0.74 GPM/Unit). The 1.0 GPM/Unit requirement was a waiver granted with the Master Plan approval. (SALDO 706.5.3.5)

11. The water storage facilities meet the requirement of one average day's demand, only if a pump is provided. When operating under gravity conditions, there is insufficient storage. (SALDO 706.5.3.4)

13. Evidence of concurrence by the Fire Company with respect to fire hydrants is pending.

14. Water lines are not always separated from storm sewers by 10 feet. Special provisions may be required in this construction and should be shown on the plans. Interpretation of this requirement should be obtained from the PUC Engineer.

I recommend that the above comments be addressed prior to approval of these two sections.

Sincerely,
Achterman Associates
A Division of Gilmore & Associates, Inc



William J. Grinet, PE, PLS

ACHTERMAN ASSOCIATES

A DIVISION OF GILMORE & ASSOCIATES

15 April 2009

Lehman Township Planning Commission
RR#4 Box 4000
Bushkill, PA 18324

Re: Highland Village - Sections D & E
Stormwater Management Plans (Review No. 3)

Dear Commission Members:

I have reviewed the revised plans and I offer the following comments:

Note: Paragraph numbers refer to my prior review letters.

2. Storm runoff from the following control measures is not released in the same manner as the pre-development condition: Rain Garden D1, Underground Basin D1, Combination Basin D2, and Wet Basin E1. (SWMO 301.3)

a. The Developer is requesting a waiver from the provisions of the Stormwater Ordinance for Underground Basin D1 and Wet Basin E1. New point discharges are proposed, where the original flow was sheet flow.

b. The Developer is requesting a waiver from the provisions of the Stormwater Ordinance for Rain Garden D1 and Level Spreader D1. The post development discharge from a level spreader exceeds the flow from the 2-year pre-development storm.

9. Basin E1 exceeds a depth of four feet. The Developer is requesting a waiver from the provisions of the Stormwater Ordinance. (SWMO 303.4f)

14d. A spray irrigation plan should be developed to provide guidance to the system operator for maintaining and operating the spray system; when and how often to spray; when to shut the system down for the winter; etc. It should be provided prior to final approval.

15. An operation and maintenance plan is required for the entire stormwater management system. This needs to be provided as a separate document prior to final approval for the benefit of the operator and owner. (SWMO 602.1)

16. A maintenance agreement is required between the owning entity and the Township. The format can be found in Appendix D. It should be provided prior to final approval. (SWMO 603.1)

17. The Developer shall contribute to the Township Stormwater Maintenance Fund to insure compliance with the operation and maintenance of the system. This should be provided prior to final approval. (SWMO 605.1)

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I recommend that the plans be approved subject to the above comments. No construction should be allowed until all necessary third party permits and approvals are in place. If there are any questions or you need additional information, please call.

Respectfully submitted
ACHTERMAN ASSOCIATES
A Division of Gilmore & Associates, Inc.



William J. Greiner, PE, PLS

Pennsylvania Public Utility Commission
v.
Community Utilities of Pennsylvania

R-2023-3042804 (Water)
R-2023-3042805 (Wastewater)

Public Input Hearing Exhibit No. 6

May 5, 2009
Tuesday, 3:30 p.m.

MINUTES

Chairman John P. Sivick called the meeting to order at 3:30 p.m. Also present were Richard C. Vollmer, Vice Chairman; Paul D. Menditto, Supervisor; Atty. Robert F. Bernathy; William J. Greiner, P.E. and Robert H. Rohner, Jr., Secretary/Treasurer.

Representing Highland Village (O'Neill Properties) were Susan Menno, Ed Campbell and Mike Devine.

Representing Eagle Point Property Owners Association were Atty. Kimberly Krupka and Ronald Fraioli.

PUBLIC COMMENTS:

No comments were received.

HIGHLAND VILLAGE:

Atty. Krupka stated that the Eagle Point Property Owners Association has concerns regarding Sections D & E, and the ability for the Eagle Point owners to access their properties and the amenities. Atty. Bernathy requested that she put the Associations' concerns in writing. They will be placed on a future agenda, and the matter discussed.

Atty. Bernathy and Mr. Greiner met recently to put together a list of outstanding issues for purposes of approvals for sections recommended for approval by the township's planning commission. The Tamiment Major Subdivision (June 19, 2001), there are questions of ownership. What entities own what parcels? What parcels have been transferred to others, and are they a part of this approval process? The grantees must be on board.

The supervisors want clarified on who is the declarant and who the sub-entities are, and what do they own.

Atty. Campbell stated that the developer purchased two (2) separate tracts; all of the Tamiment properties, including The Glen, Eagle Village and Eagle Point. The parcel transferred from Newton to Hong to Tamiment Development Group, L.P. The second tract is the Mt. Laurel Performing Art Center. The declarant for both is the Tamiment Development Group, L.P. A "master umbrella" has been created for Mt. Laurel, Tamiment and all of the entities.

None of the applications pending before the township include Mt. Laurel. Atty. Bernathy's concern is that if the supervisors grant preliminary approval for different pods, and there is no master entity in place, it may cause significant problems. Who will

PIH Ex. 6

May 5, 2009

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enforce and provide services, i.e. garbage pick up, road maintenance, gate responsibilities, etc.

Atty. Campbell will forward documents to the township which will outline the history of the master association; including but not limited to, the board, records, etc. Tamiment Development Group, L.P. controls all of Tamiment and its entities.

Atty. Bernathy stated that the Mt. Laurel Center needs to be on line before any approvals will be granted. It will be part of the "umbrella" and not a fragmented community. Atty. Campbell assured the board that it will not be fragmented, but an integrated association under the master association.

Mr. Greiner stated that presently there are three (3) associations operating independently. They are not under a master association.

Atty. Campbell stated that the master association is not active at this time, but that the master association needs to begin dialogue with those three (3) associations.

The master association rules the sub-associations, and maintains globally the amenities offered to the sub-associations, i.e. club house, pools, tennis courts, roads, stormwater management, etc.

Mr. Devine stated that the facts are that the master declaration has been recorded. There are two (2) amendments. The tract had been assigned from Hong to Tamiment Development Group, L.P. There are general sub HOH documents.

Atty. Campbell stated that the master association documents are needed before final approval, not preliminary approval.

Atty. Bernathy stated that there are recorded transfers in December 2008. The transfers were made to CSE Highland Village II UC (CSE). The applications shall be amended to include the new owner. Also, it shall be listed on the plans the officers and stockholders for CSE. A map of the tract (a copy is a part of these minutes on file) reflecting the parcels that have been conveyed (red stripes) was reviewed.

An extension letter from the developer to the township granting the township an extension of time for deemed approval must be received before the supervisors' May 6th meeting at 7:00 p.m. The supervisors will grant approval of the extension request.

Mr. Greiner stated that easement agreements are needed that include CSE as an owner. As the process progresses towards final approval, the supervisors will deal with the developer's agreement and financial security.

May 5, 2009

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Mr. Greiner stated that needed water and sewer information has been a big hang up. He has constantly asked for, and has just recently received the information. A Highway Occupancy Permit (HOP) has not been submitted. A complete Planning Module has not been submitted. The Planning Module would be returned by DEP as incomplete. The township can not process in its current form. The Traffic Impact Study needs to be approved before the HOP is submitted.

ADJOURNMENT:

There being no further business, meeting adjourned at 4:57 p.m. by the motion of Mr. Sivick and second of Mr. Menditto. Unanimous.

Respectfully submitted,

Robert H. Rohner, Jr.
Secretary/Treasurer

May 6, 2009
Wednesday, 7:00 p.m.

MINUTES

Chairman John P. Sivick called the meeting to order at 7:00 p.m. Also present were Richard C. Vollmer, Vice Chairman; Paul D. Menditto, Supervisor; Atty. Robert F. Bernathy; William J. Greiner, P.E. and Robert H. Rohner, Jr., Secretary/Treasurer.

PUBLIC COMMENTS:

Scott Hanna presented a petition (it is a part of these minutes on file); signed by property owners of the Oak Ridge Subdivision, opposed to the proposed moving of the township's recycling center closer to the subdivision.

Cecelia Martz, a 30 year resident of the Oak Ridge Subdivision stated that she is opposed to the moving of the recycling center. She feels the township should move it to the township owned property on Milford Road.

Barbara Morris, a resident of Oak Ridge Subdivision stated that she is opposed to the moving of the recycling center. She feels it will bring in rats. It would be very unhealthy.

Mr. Sivick stated that the supervisors will consider the petition and comments made tonight.

APPROVE THE MINUTES OF APRIL 15, 2009:

Motion made by Mr. Menditto and second of Mr. Vollmer to approve the minutes of April 15, 2009 as presented. Unanimous.

APPROVE THE MINUTES OF APRIL 23, 2009:

Motion made by Mr. Menditto and second of Mr. Vollmer to approve the minutes of April 23, 2009 as presented. Unanimous.

APPROVE THE MINUTES OF APRIL 29, 2009:

Motion made by Mr. Menditto and second of Mr. Vollmer to approve the minutes of April 29, 2009 as presented. Unanimous.

AUTHORIZE THE PAYMENT OF THE BILLS ON LIST #1, LIST #2 AND THE TRANSFERS AS PRESENTED:

Motion made by Mr. Vollmer and second of Mr. Menditto to authorize the payment of the bills on List #1, List #2 and the transfers as presented. Unanimous.

May 6, 2009

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ACCEPT THE FINANCIAL STATEMENTS; ALL FUNDS, FOR THE MONTH ENDED JANUARY 31, 2009:

Motion made by Mr. Vollmer and second of Mr. Menditto to accept the financial statements; all funds, for the month ended January 31, 2009. Unanimous.

ACCEPT THE FINANCIAL STATEMENTS; ALL FUNDS, FOR THE MONTH ENDED FEBRUARY 28, 2009:

Motion made by Mr. Vollmer and second of Mr. Menditto to accept the financial statements; all funds, for the month ended February 28, 2009. Unanimous.

BID OPENING: RESURFACING PROJECT:

Four (4) bids were received for the resurfacing project in Rustic Acres, Section 6.

1. Hanson Aggregates Pennsylvania, LLC: \$63.60 per ton for a total cost of \$82,552.80.
2. Locust Ridge Quarry: \$68.10 per ton for a total cost of \$88,393.80.
3. Wayco, Inc.: \$61.18 per ton for a total cost of \$79,411.64.
4. E.R. Linde Construction Corporation: \$68.00 per ton for a total cost of \$88,264.00.

Motion made by Mr. Menditto and second of Mr. Vollmer to award the bid to Wayco, Inc. Unanimous.

EAST STROUDSBURG LITTLE LEAGUE – NORTH:

The representatives had not yet arrived. Address later in the meeting.

ROY BORGFELD: PIKE COUNTY CONSERVATION DISTRICT REPORT:

Mr. Borgfeld submitted and gave the annual report. There has been a concentration on education. Funds for educational purposes were received from the League of Women Voters. The district prepared an educational newspaper insert. The board executed a new post construction stormwater management requirement. A professional engineer has been added to the District's staff. The District is undertaking a county wide ground water assessment. Wells are scattered throughout the county. The board is reviewing the

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Marcellus shale and gas drilling. The District encourages landowners and municipalities to learn how the drilling may impact them. The objective is to take advantage of that drilling, but maintain the quality of life. Atty. Bernathy will review the possibility of the township regulating shale gas drilling under health and safety. PSATS will be contacted for any sample ordinances/regulations. The District is offering workshops, and Mr. Borgfeld left the list.

OLD BUSINESS:

1. STORMWATER MANAGEMENT PROJECT-WINONA FALLS ROAD:

Tabled.

2. HIGHLAND VILLAGE-SECTIONS D & E:

A letter was received from the developer requesting an extension of time for deemed approval for Highland Village, Phase A – Preliminary Plan/Section 1, Section D, Section E and Section JH4. The applicant is granting the township a thirty (30) day extension (expires June 5, 2009).

In addition, the developer grants the township a ninety (90) day extension (expires August 4, 2009) for the following; Eagle Pointe Annexation Plan, Lehman Township Recreation Area Subdivision and the Lehman Township Municipal Building Subdivision.

Motion made by Mr. Menditto and second of Mr. Vollmer to grant the extensions.
Unanimous.

**3. REQUEST FOR RELEASE OF SECURITY, FINAL RELEASE:
LEHMAN'S POINTE, PHASE IV, SECTIONS 1 & 2:**

Motion made by Mr. Vollmer and second of Mr. Menditto to table until Mr. Greiner's comments (his letter is a part of these minutes) are addressed.
Unanimous.

NEW BUSINESS:

There was no new business.

MISCELLANEOUS:

1. The supervisors will conduct a meeting on Tuesday, May 12th at 10:30 a.m. with

May 6, 2009

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PennDot, Park Service and Met Ed to discuss the SR 2001 project.

ROADMASTER/PUBLIC WORKS DIRECTOR:

1. MINK POND ROAD CULVERT PROJECT:

Tabled.

Mr. Sivick stated that the crew has been busy with culvert ditch maintenance on Mink Pond Road. Mowing and weeding cutting throughout the township. Playing fields and park maintenance. Vehicle and equipment maintenance. Spring Clean Up Days will be conducted on May 13th, 14th and 15th from 7:00 a.m. to 6:00 p.m. and May 16th from 7:00 a.m. to 2:00 p.m.

EAST STROUDSBURG LITTLE LEAGUE-NORTH:

Wayne Rohner, Vice President of the league stated that the program is in its third year. The number of children participating has decreased over last year, but the program is still successful. The supervisors presented their 2009 donation of \$2,000.00 to the league. The league in turn presented a plaque of appreciation for the supervisors continued support.

ADJOURNMENT:

There being no further business, meeting adjourned at 7:52 p.m. by the motion of Mr. Menditto and second of Mr. Vollmer. Unanimous.

Respectfully submitted,

Robert H. Rohner, Jr.
Secretary/Treasurer

May 12, 2009
Tuesday, 10:30 a.m.

MINUTES

Chairman John P. Sivick called the meeting to order at 10:30 a.m. Also present were Richard C. Vollmer, Vice Chairman; Paul D. Menditto, Supervisor and Robert H. Rohner, Jr., Secretary/Treasurer.

PUBLIC COMMENTS:

No comments were received.

SR 2001 UPGRADE PROJECT:

PennDot representative George Roberts stated that the land transfer with the Park Service will take place next week for Sections 401 and 402. There are still details to be ironed out for Section 405. Section 401 is ready for bid. Bid date has been scheduled for June 11, 2009.

Met Ed continues to move ahead. The company is still waiting for submissions from Verizon and Blue Ridge Cable. There is a re-imburement issue with Blue Ridge Cable that needs to be resolved.

The notice to proceed is six (6) weeks after the bid date, but can not bid without the final utility relocation. It is a federal regulation requirement. Mr. Sivick stated that Senator Lisa Baker, Rep. Mike Peifer and Rep. John Siptroth will be contacted to discuss having them contact Verizon and Blue Ridge Cable. Mr. Roberts stated that each respective office has been contacted to request assistance.

The next meeting will be scheduled for Tuesday, June 9th at 10:30 a.m.

John Donahue stated that letters have been mailed regarding the Bushkill bridge repairs. The bridge will be closed for eighteen (18) days (July 9-28) while the bridge cures. Rt. 209 will be closed to commercial vehicles.

ADJOURNMENT:

There being no further business, meeting adjourned at 10:54 a.m. by the motion of Mr. Sivick and second of Mr. Menditto. Unanimous.

Respectfully submitted,

Robert H. Rohner, Jr.
Secretary/Treasurer

May 20, 2009
Wednesday, 7:00 p.m.

MINUTES

Chairman John P. Sivick called the meeting to order at 7:00 p.m. Also present were Richard C. Vollmer, Vice Chairman; Paul D. Menditto, Supervisor; Atty. Robert F. Bernathy; William J. Greiner, P.E. and Robert H. Rohner, Jr., Secretary/Treasurer.

PUBLIC COMMENTS:

John Frawley commented on three (3) dead trees on Bushkill Falls Road (SR 2003), and that they need to be removed.

APPROVE THE MINUTES OF MAY 5, 2009:

Motion made by Mr. Menditto and second of Mr. Vollmer to approve the minutes of May 5, 2009 as presented. Unanimous.

APPROVE THE MINUTES OF MAY 6, 2009:

Motion made by Mr. Menditto and second of Mr. Vollmer to approve the minutes of May 6, 2009 as presented. Unanimous.

APPROVE THE MINUTES OF MAY 12, 2009:

Motion made by Mr. Menditto and second of Mr. Vollmer to approve the minutes of May 12, 2009 as presented. Unanimous.

AUTHORIZE THE PAYMENT OF THE BILLS ON LIST #1, LIST #2 AND THE TRANSFERS AS PRESENTED:

Motion made by Mr. Vollmer and second of Mr. Menditto to authorize the payment of the bills on List #1, List #2 and the transfers as presented. Unanimous.

ACCEPT THE FINANCIAL STATEMENTS; ALL FUNDS, FOR THE MONTH ENDED MARCH 31, 2009:

Motion made by Mr. Vollmer and second of Mr. Menditto to accept the financial statements; all funds, for the month ended March 31, 2009. Unanimous.

May 20, 2009

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PUBLIC WELL HEARING: RICHARD SOMBERS, PMLE, LOT 302, SECTION 1B:

The hearing was recorded by a court reporter, and the transcript is a part of these minutes on file. At the conclusion of the hearing the supervisors voted unanimously to grant the Waiver Request conditional upon the granting of a waiver from the Pocono Mountain Lake Estates Community Association from the ten (10) foot utility/drainage easement, if applicable and the express understanding that the Applicant provide the Township with a to scale plot plan indicating the exact location of the proposed well, all structures on the subject property including the existing drainage field and existing tanks, property lines and setbacks from the property lines as well as an isolation distance from the existing field on the adjacent property. Further, an additional condition of granting the waiver is that the Applicant will make all efforts to locate the well as depicted on Map #1. In the event that the location of the proposed well on Map #1 is not feasible after having all setbacks and isolation distances reviewed by the Township, the Applicant shall use the proposed well site as depicted on Map #2.

OLD BUSINESS:

1. STORMWATER MANAGEMENT PROJECT-WINONA FALLS ROAD:

Motion made by Mr. Sivick and second of Mr. Vollmer to put this project out for bid. Unanimous.

2. MINOR SUBDIVISION: LANDS OF EDWARD & JUDITH ARMSTRONG WITH PLANNING MODULE:

The last outstanding issue was a completed Sewage Facilities Planning Module that will be forwarded to PA DEP. Mr. Vollmer as SEO stated that it has been addressed satisfactorily. Motion made by Mr. Menditto and second of Mr. Sivick to approve the minor subdivision and the Planning Module. Unanimous.

3. REQUEST FOR RELEASE OF SECURITY, FINAL RELEASE: LEHMAN'S POINTE AT THE GLEN AT TAMIMENT, PHASE IV, SECTIONS 1 & 2:

No additional information has been received from the developer. Tabled.

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4. HIGHLAND VILLAGE: PLANNING MODULE, TAMIMENT 902, TRACT 2 (MAJOR SUBDIVISION):

Mr. Greiner stated that the Sewage Facilities Planning Module is in order. Motion made by Vollmer and second of Mr. Menditto to approve the Planning Module (Resolution No. 241) and forward to PA DEP. Unanimous.

4. HIGHLAND VILLAGE-SECTIONS D & E WITH PLANNING MODULE:

All engineering comments have been addressed as per Mr. Greiner. The Highway Occupancy Permit (HOP) has been submitted to PennDot, with modifications to the traffic study. The permit is based on 490 lots, which includes Lehman Pointe (Teicher). When an additional 1,500 units are proposed, changes will be made, i.e. traffic light. According to Susan Menno; representative for the developer, PennDot has recommended that individual HOPs be submitted for each phase.

Atty. Bernathy stated that any approval by the supervisors shall be conditional upon a review of the amended land development applications that reflect owner CSE Highland Village II LLC (CSE). CSE is the owner and Tamiment Development Group (TDG) as the developer. Ms. Menno submitted the revised applications for review on this date. The identification and explanation of the ownership structure within Tamiment. The current Tamiment land development applications are subject to the Master Declaration. Insure that there are no inconsistencies between the Master Declaration and the township approved Master Plan. Review the details about how the Architectural Control Board (ACB) currently operates and how architectural controls will be regulated in pending and future development. Insure that the required formation of an Advisory Board that will deal with disputes that exist between the Declarant and the existing property owner's associations. And finally, that CSE and TDG will submit additional declarations of covenants and restrictions for each additional phase of development as part of the final subdivision and land development approval process. These declarations will contain provisions relating to maintenance of roadways and common facilities, designation and maintenance of open space, maintenance of stormwater facilities, residential age restrictions, where appropriate and such other provisions as may be reasonable and necessary.

Mr. Sivick wants to insure that the other entities (The Glen, Eagle Village and Eagle Point) are able to access their communities unimpeded. When the gates are installed, it should be the responsibility of the developer to man those gates until the community is financially able to take on the responsibility. Atty. Ed Campbell; legal representative for the developer, stated that agreements have been

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reached with The Glen and Eagle Village. Negotiations are continuing with Eagle Point, but Atty. Campbell is optimistic that they are close to an agreement.

Another issue voiced by Mr. Sivick is the paving of the roads in Lehman Pointe. Mr. Campbell responded that the issue will be addressed, and that he was just recently made aware of it, and that the Teicher's want a gate for this section also.

Mr. Vollmer inquired on when will this community be turned over to an association. Atty. Campbell responded that the developer will follow the Planned Community Act. All associations fall under that State statute.

Ms. Menno stated that Sections D & E will initially use Section A's recreational facilities.

Atty. Kimberly Krupka; legal representative for Eagle Point, stated that Eagle Point has no objections to Section E's easements. Section D's improvements need to be addressed, i.e. the lake beach front amenities (boat access and docks) and a parking area. No plans have been submitted to, or reviewed by the township as of this date.

Motion made by Mr. Sivick and second of Mr. Menditto to approve the preliminary plan for Sections D & E with the conditions as outlined on Mr. Greiner's four (4) correspondences dated April 15, 2009 (they are a part of these minutes), and the review by Atty. Bernathy of the documents supplied by Atty. Campbell dated May 19, 2009 (it is a part of these minutes on file). Unanimous.

NEW BUSINESS:

1. HIGHLAND VILLAGE-PHASE A, SECTION 1, PRELIMINARY PLAN WITH PLANNING MODULE:

Ms. Menno submitted a revised Application for Review of a Land Development Plan which reflects CSE Highland Village II LLC as an owner.

The Master Plan proposed 84 townhouses for this section. The proposed preliminary plans provide for a total of 120 townhouses. This is a significant increase in density. The section has been changed from a market rate to an active adult use. The supervisors must decide if this section of the development generally conforms to the Master Plan.

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Proposed covenants and restrictions, as well as home owners association documents, and the covenants pertaining to the active adult use have been placed on the plans are subject to review by Atty. Bernathy.

A portion of the Tamiment 902 tract needs to be conveyed to Tamiment 503 so that all of this section is in single ownership. A conveyance plan has now been include, but it is incomplete. Required notes are not shown on the plan, especially those notes relating to a lot combination. The proposed parcel to be transferred should carry a lot designation.

A copy of the approved ACOE Jurisdictional Determination should be provided to the Township prior to final approval.

Evidence of public notice and proof of publication have been supplied, and is subject to review by Atty. Bernathy.

A revised traffic Impact study has been submitted.

A lighting and landscape plan has been prepared. The plan does not include specifics with respect to the exterior lights or lighting levels proposed. With the vast expanse of clear cutting and site grading required by this project, the supervisors should consider whether the landscaping is adequate.

A PennDot HOP occupancy application has not been submitted.

Pike County Conservation District has requested from the developer that separate applications be submitted for Sections D & E, Sections JH4 and Section 1. The District further requested that the developer hold off on Sections JH4 and 1, or that Sections D & E, JH4 and 1 will become one (1) application.

Portions of the proposed development may lay on slopes in excess of 25%. A waiver has been requested from SALDO 712.4. It is Mr. Greiner's recommendation that the request is valid.

Open space and recreation fees need to be addressed.

The Master Plan provides for a pedestrian friendly environment, especially in the active adult communities. Walks should be extended to the Cherry Road extension at the westerly end of the development, along Road B2C to Road B2B, near Lot 64, along Road B2D to Road B2B, near Lot 53 and along Road B2A to

May 20, 2009

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Tamiment Road. The original concept of development, when The Glen IV was approved, included a pedestrian path along the south side of Tamiment Road. That no longer appears to be proposed. Discussion should be pursued at both the planning commission and supervisors level as to conformity of the removal of the sidewalk along Tamiment Road considering the approval of The Glen.

Drafting notes as outlined on Mr. Greiner's letter dated May 13, 2009 (it is a part of these minutes on file) need to be addressed.

Plans for the sanitary sewers and water mains have not been reviewed and approved by the utility company. Copies of all required PA DEP permits for the water and sewer system should be provided to the township. The low pressure sewage treatment collection system and the water supply system appear to require permits.

The Planning Modules are complete and require approval by the supervisors. Submittal to PA DEP cannot occur until the PNDI areas of conflict have been resolved with the appropriate agencies.

Based on data provided by the developer, existing facilities at the Tamiment site require a treatment capacity of 184,810 gallons per day (GPD). The existing plant has a treatment capacity of 250,000 GPD. Sections D & E will generate flows of 18,900 GPD (90 units at 210 GPD/unit). Sections 1 and JH4 will generate flows of 84,000 GPD (400 units at 210 GPD/unit). Combined existing and proposed flows total 287,710 GPD. The plant does not have adequate capacity for these two (2) additional sections. Mr. Greiner will need to know how many gallons will be spray irrigated. The developer will submit the information to him.

There are three (3) existing wells providing water in the Tamiment site. The three wells are capable of providing adequate water for the existing uses, as well as Sections D & E and JH4. Total capacity of the three wells is 486 GPM or 699,840 GPD. The maximum day demand for domestic water is 486 GPM. There is no additional well capacity for Section 1.

A hydrogeologic study is required because the proposed sections of development involve a water use greater than 10,000 GPD.

Evidence of concurrence by the Fire Company with respect to fire hydrants is pending.

Water lines are not always separated from storm sewers by 10 feet. Special pro-

May 20, 2009

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visions may be required in this construction and should be shown on the plans. Interpretation of this requirement should be obtained from the PUC engineer.

The design engineer made several recommendations relative to the water system that should be incorporated into any action by the supervisors. A fire pump is required on the 350,000 gallon standpipe. The distribution system must be modified by either raising the elevated tank to provide a single pressure zone and eliminate the PRV/Check Valve or a by-pass must be installed around the PRV/Check Valve.

In closing, the developer's representatives stated that if the township wants sidewalks along Tamiment Drive, they will be installed.

Mr. Vollmer stated that the active adult has been fragmented, and is a deviation from the Master Plan.

Motion made by Mr. Menditto and second of Mr. Sivick to table until all of the township's engineer's comments have been addressed. The current extension for deemed approval expires June 4, 2009. A new extension letter is needed from the developer before that date. Unanimous.

2. HIGHLAND VILLAGE-SECTION JH4, PRELIMINARY PLAN WITH PLANNING MODULE:

Mr. Greiner's extensive comment letters dated May 13, 2009 is a part of these minutes on file. Motion made by Mr. Menditto and second of Mr. Sivick to table this review until the developer has addressed the comments. The current extension for deemed approval expires June 4, 2009. A new extension letter is needed before that date. From this date forward the supervisors want all issues addressed at the planning commission level, not at the supervisors. Unanimous.

3. MINOR SUBDIVISION-LANDS OF GEORGE GIOIA, LOT 126, SECTION 5A:

The plan involves Lots 125, 126 and 127 in Pocono Mountain Lake Estates, Section 5A. Lot 126 will be subdivided in half. Lot 126A shall be joined to and become an inseparable part of Lot 125, and can not be separated without township approval. Lot 126B shall be joined to and become an inseparable part of Lot 127, and can not be separated without township approval. The township's planning commission recommends approval. Motion made by Mr. Menditto and second of Mr. Vollmer to approve this minor subdivision plan. Unanimous.

May 20, 2009

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MISCELLANEOUS:

1. Mr. Sivick announced that the township has received its 2009 State Liquid Fuels allocation in the amount of \$155,748.12. The funds may be used for resurfacing Projects, winter maintenance and equipment purchases.

ROADMASTER/PUBLIC WORKS DIRECTOR:

1. MINK POND ROAD CULVERT PROJECT:

Tabled.

Mr. Sivick stated that the road crew has been busy with the Clean Up Days and its aftermath. General road and equipment maintenance.

ADJOURNMENT:

There being no further business, meeting adjourned at 9:23 p.m. by the motion of Mr. Sivick and second of Mr. Menditto. Unanimous.

Respectfully submitted,

Robert H. Rohner, Jr.
Secretary/Treasurer

Pennsylvania Public Utility Commission
v.
Community Utilities of Pennsylvania

R-2023-3042804 (Water)
R-2023-3042805 (Wastewater)

Public Input Hearing Exhibit No. 7

00 010 207

MASTER DECLARATION FOR TAMIMENT RESORT AND COUNTRY CLUB

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF PIKE) KNOW ALL MEN BY THESE PRESENTS:

THIS MASTER DECLARATION FOR TAMIMENT RESORT AND COUNTRY CLUB (hereinafter referred to as "Declaration") is executed this 14 day of April, 1984, by TAMIMENT, INC., a Delaware corporation and wholly owned subsidiary of Wayne Newton International Resorts of the Poconos, Inc., a Pennsylvania corporation (hereinafter referred to as "Declarant"), with its principal place of business and address at Tamiment Resort and Country Club, Tamiment, Pennsylvania 18731.

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property located in the Township of Lehman, Pike County, Pennsylvania, known as "Tamiment Resort and Country Club" (hereinafter referred to as the "Development"), described in Exhibit "A" which is attached hereto and incorporated herein by reference; and

WHEREAS, Declarant desires to create and establish a uniform plan of development to maintain the beauty of the Development to insure high quality standards for the enjoyment of the Development as an integrated commercial and residential development and to promote the recreational interest, health, safety and social welfare of each Owner and occupant of portions of the Development; and

WHEREAS, Declarant desires to provide for the preservation, enhancement and maintenance of the Development and certain improvements located thereon as a superior integrated community and, in order to accomplish such objectives, Declarant desires to subject the Development, together with such additions as may hereafter be made thereto, actual and beneficial restrictions, covenants, easements, equitable servitudes, charges, assessments and liens hereinafter set forth, all of which in and are for the benefit of the Development and each Owner of a portion thereof.

NOW, THEREFORE, Declarant does hereby declare and establish that the Development as described in Exhibit "A" hereto, is held and shall be held, conveyed, hypothecated and encumbered, leased, rented, used, occupied, and improved subject to the provisions of this Declaration, all of which are declared and agreed to be in furtherance of a plan for the development, improvement, and maintenance of said Development and are established and agreed upon for the purpose of enhancing and protecting the value, desirability, and attractiveness thereof. Said provisions shall operate as covenants running with the land and be binding upon all parties having any right, title or interest in the Development or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each Owner thereof and the Declarant.

I. DEFINITIONS

As used in this Declaration, unless the context otherwise requires or otherwise expressly provides:

1.1 "Advisory Board" shall mean and refer to an Advisory Board composed of one executive officer of each of the Existing Associations responsible for administration of Residential Dwelling Units or Residential Lots pursuant to duly filed articles of incorporation. The Advisory Board shall be formed to meet from time to time to resolve issues arising between the Declarant or any committee formed by the Declarant and any Existing Associations

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time to time to resolve issues arising between the Declarant or any committee formed by the Declarant and any Existing Associations and/or any member or members thereof.

1.2 "Architectural Control Board" means the committee that has been established by the Declarant to control all development and improvements made to the Development in order to maintain the integrity, architectural style and minimum standards of operation of the Development.

1.3 "Assessment" means any amount which, from time to time, is levied by the Declarant or the Master Resort Association, if one is formed, upon any Existing Association, or any Owner or Owners of an interest in any portion of the Development.

(a) "Annual Assessment" means and includes the amount levied upon each Existing Association or its members, or Owners who do not pay such Annual Assessment through an Existing Association which entitles Owners within the Development to (i) the right to use and enjoy the recreational facilities made available in the Development from time to time by the Declarant; and, (ii) the availability of certain utility facilities and services available from the Declarant. The Annual Assessment is further described in Article VII, below. The Annual Assessment shall be and is separate and apart from any individual recreational facility use fee or charge which may be payable by individual Owners or any other resort user upon their personal use of any specific facility, or consumption or rental of any equipment used therewith.

(b) "Architectural Assessment" which means and includes amounts which the Architectural Control Board may assess and collect from an Existing Association, if said Existing Association fails to comply with any Architectural Control Board Rules established by the Board with respect to the improvement, alteration, construction, redecoration or redesign of any common area maintained by such Existing Association, and corrective work is required by the Board to bring said common areas into compliance with the Board Rules.

(c) "Personal Charge" means and includes the amounts which the Architectural Control Board may levy upon an Owner or Owners who fail to comply with any Architectural Control Board Rules with respect to their improvement, alteration, construction, redecoration or redesign of any improvement owned by said Owner which requires corrective work by the Architectural Control Board in order to bring said improvement into compliance with said Board Rules.

(d) "Maintenance Assessment" means and includes the assessment which the Declarant may levy upon each Existing Association and any Owner who is not a member of an Existing Association for the cost of the maintenance of the Common Roads in the Development.

(e) "Resort Assessment" which means and includes amounts which the Master Resort Association, in the event one is formed, may assess and collect from each Existing Association or each Owner to pay the Common Expenses of the Master Resort Association.

1.4 "Common Roads" shall mean and refer to the roads and road right-of-ways located within the Development or serving the Development which roads shall not be dedicated as public roads, excluding internal access roads, parking lots, and parking areas located within the legally described boundaries of a condominium or subdivision which are maintained by such Existing Associations performing such maintenance for a condominium or subdivision within the Development.

1.5 "Declarant" means Tamiment, Inc., a wholly owned subsidiary of Wayne Newton International Resorts of the Poconos,

Inc., its successors and assigns of its rights hereunder or its successors and assigns of all or substantially all of its interest in the Development. For purposes of this Declaration, any reference to Declarant shall be deemed to include its successors or assigns.

1.6 "Declaration" means this Master Declaration for Tamiment Resort and Country Club, as it may lawfully be amended or supplemented from time to time, pursuant to the provisions contained herein.

1.7 "Development" means all of the real property comprising Tamiment Resort and Country Club as described in the legal description attached hereto as Exhibit "A", as such property may be added to or withdrawn from time to time, pursuant to the provisions contained herein, including the property specified on such Exhibit "A" which Declarant may have prior to the recording of this Declaration conveyed to Owners and/or Existing Associations, which property is being made subject to this Declaration by the joinder in execution by all such Existing Associations, on their own behalf and in behalf of their members.

1.8 "Existing Associations" shall mean Tamiment Timeshare Association, Inc. and Eagle Point Property Owners Association, Inc., both not for profit corporations duly formed under the laws of the Commonwealth of Pennsylvania, and including any other association which may be formed from time to time for purposes of administering any condominium, subdivision or planned development described upon recorded Plats in the Pike County Recorder's Office being a part of the Development; whose members shall be Owners of real property within the Development.

1.9 "Improvement" means any building, structure, out-building, including storage sheds and garages, street, road, driveway, parking area, fence, retaining or other wall, deck, pier, patio, hedge, landscaping, pole, antenna, and any other structure, alteration to, or decoration of, real property of any type or kind located within the Development.

1.10 "Master Resort Association" means an Association which may be formed by Declarant for the purpose of performing its duties under this Declaration, which includes all the rights reserved by Declarant in this Declaration for the purposes of governing the Affairs and the orderly operation of the entire Development. Membership of the Master Resort Association shall be determined upon its formation.

1.11 "Mortgagee" means the holder of a bona fide mortgage, trust deed or equivalent security interest affecting any portion of the Development.

1.12 "Owner" shall mean any person, firm, corporation, partnership, association, trust, or other legal entity in whose name title has been transferred to any real property within the Development, as shown in the Pike County Recorder's Office. Owner shall not mean or refer to a mortgagee, its successors or assigns, unless or until such mortgagee has acquired title pursuant to foreclosure proceedings or by deed in lieu of foreclosure. Declarant shall be deemed to be the Owner of any portion of the Development in which title has not been transferred to another party. All benefits, obligations, restrictions, or requirements imposed hereby upon an Owner shall also be imposed upon any person using the Development or occupying any dwelling in the Development pursuant to a contract, lease, or agreement of any form or other arrangement with any Owner, including the guests, agents, licensees, or invitees of any person owning, using, or occupying any portion of the Development.

1.13 "Plat" means a final condominium, subdivision or planned development map with respect to the Development, duly recorded by Declarant in the Recorder's Office for Pike County, Pennsylvania. The term "Plats" shall mean all of the final condo-

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minium, subdivision or planned development maps of the Development as may be, from time to time, recorded by Declarant in said Recorder's Office and which are identified thereon as being a part of the property subject to this Declaration, including any and all lawful additions or revisions to said Plans.

1.14 "Public or Commercial Unit" shall mean and refer to any improved parcel of land owned by Declarant or an Owner located within the Development which is designated by Declarant as a Public or Commercial Unit in the Master Plan and is designed to accommodate public, commercial, or business enterprises to serve the Development including but not limited to: business and professional offices; facilities for the retail sale of goods and services; social clubs; restaurants; theaters; lounges; indoor recreational facilities; provided, however, that Public or Commercial Units shall not include any of the common areas owned by the Existing Associations within the Development, or Residential Dwelling Units, unless specifically designated as such by the Declarant. A parcel shall not be deemed to be improved as a Public or Commercial Unit until such time as the Improvements being constructed on said parcel are sufficiently completed in accordance with plans and specifications.

1.15 "Residential Dwelling Unit" shall mean and refer to any improvement intended for use as a single family or multi-family residential dwelling, including without limitation, any single family detached dwelling, garden home, patio dwelling, condominium unit or townhouse unit, which Improvements constructed thereon are sufficiently completed in accordance with their plans and specifications. Residential Dwelling Units shall specifically include any hotel or motel rooms owned by Owners other than the Declarant unless such hotel or motel rooms have been specifically designated by Declarant as Public or Commercial Units.

1.16 "Residential Lot" shall mean and refer to any unimproved parcel of land located within the Development which has been platted into lots intended for use as sites for single family detached dwellings, condominium units, townhouse units, garden home or patio dwelling as described on a recorded Plat. A parcel of land meeting the above criteria shall be deemed to be unimproved as a Residential Lot until the Improvements being constructed thereon are sufficiently completed for occupancy so as to be defined as a Residential Dwelling Unit.

1.17 "Utility Facilities" means all real property, fixtures, and facilities acquired, leased or constructed by Declarant, or a Master Resort Association, if one is established, and used or useful in connection with providing water supply service, sanitary sewage collection and disposal service, electrical service, telephone service, garbage collection or any other "utility" type of function which Declarant may make available to any Existing Association and/or Owners; or for providing such other services (including facilities for the reception of, or the delivery of, television signals) as shall be determined by the Declarant to be useful or necessary to the Development or any portion thereof, and any other utilities.

1.18 "Unsubdivided Land" shall mean and refer to unimproved and developable land owned by Declarant located within the Development which has not been subdivided or platted of record as a Residential Lot or which has not been improved as a Public or Commercial Unit or Residential Dwelling Unit and which is designated by Developer for residential or commercial development under the Master Plan. Unsubdivided Land shall not include land designated on the Master Plan for any use other than Residential Lots, Residential Dwelling Units or Public or Commercial Units. Property shall be deemed Unsubdivided Land until such time as such property is platted of record so as to constitute Residential Lots or until such time as Public or Commercial Units or Residential Dwelling Units are sufficiently completed for occupancy and use

so as to be defined as a Public or Commercial Unit or Residential Dwelling Units.

II. PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS OR WITHDRAWALS THERE TO

2.1 Existing Property. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration consists of that land situated in Lehman Township, Pike County, Pennsylvania as more particularly described on Exhibit "A" attached hereto, sometimes referred to herein as the "Existing Property". The Declarant intends to develop the Existing Property substantially in accordance with its current Master Plan and reserves the right to review and modify the Master Plan at its sole option from time to time based upon its continuing development plan.

2.2 Additional Property. The Declarant shall have the right, from time to time and within its sole discretion, to annex to the Existing Property and to include within this Declaration additional properties, including properties now or hereafter acquired by it, any property included within its current Master Plan and, property of others which is either abutting the Existing Property (including additions thereto) or which is so situated that its addition will be reasonably consistent with the uniform scheme for development set forth in this Declaration and in the Master Plan. In addition to the property which may be added to the Development as described above, and upon recordation of this Declaration, Declarant shall have the right, at any time and from time to time, to bring within the scheme of this Declaration the lands, or any portion of the lands subject to the jurisdiction of the Existing Associations without the consent or joinder of any party, except to the extent such Existing Associations which are, in fact, already formed prior to the date this Declaration is recorded in the above-specified Recorder's Office, such Existing Associations will have joined in the execution of this Declaration and, by such joinder, will have agreed on behalf of itself and its members to be bound by the provisions hereof.

2.3 Withdrawal of Property. Declarant shall have the right, at any time and from time to time, to withdraw from the scheme of this Declaration any Existing Property.

2.4 Supplemental Declarations. Any such additions or withdrawals authorized in Sections 2.2 or 2.3 above may be made by the filing of record of one or more supplemental declarations with respect to the added or withdrawn property. A supplemental declaration shall contain a statement that the real property that is the subject of the supplemental declaration constitutes additional property which is to become a part of the Development subject to this Declaration or constitutes real property to be withdrawn from the provisions hereof. In addition, a supplemental declaration may contain such additions to or modifications of the provisions hereof applicable to any additional property as may be necessary to reflect the different character, if any, of the additional property that is the subject of the supplemental declaration including modifications in the basis of assessments or amounts thereof. Such supplemental declaration shall become effective upon being recorded in the Recorder's Office for Pike County, Pennsylvania.

2.5 Effect of Annexation. In the event that any additional property is annexed to the Existing Property pursuant to the provisions of this Article II, then such additional lands shall be considered within the definition of the Development for all purposes of this Declaration.

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2.6 Additional Declarations. Declarant intends, as the Development is developed and offered for sale, to subject portions thereof to specific covenants and restrictions which apply only to each portion as defined and described in each such set of covenants and restrictions. Such additional covenants and restrictions shall be subject to the provisions hereof so that the Development remains an integrated development.

III. EASEMENTS

3.1 The Development shall be subject to the following easements:

a. Declarant shall have and hereby retains for itself, to the exclusion of the Owners, an easement to maintain a business and sales office to enable Declarant to market the Development and any portion thereof, and to rent to the general public any Public and Commercial Unit, Residential Dwelling Unit, or Residential Lot which Declarant is record title holder, or to which Declarant has been assigned such right, and for any other lawful business purpose. Declarant may place signs in or around the common walks and drives and may use the common areas of any condominium, subdivision or planned development within the Development for sales and any other purposes to the exclusion of other uses. Declarant may assign this right to others.

b. Declarant shall have and hereby retains for itself, and for all of the Owners, invitees, licensees and guests, an easement for ingress and egress over such Common Roads, streets, walks, and other rights-of-way serving the Development as may be necessary to provide reasonable access thereof. In the event that any of said easements for ingress and egress shall be encumbered by any mortgage, leasehold or other lien, other than those on the Development or any portion thereof, such mortgages, leaseholds or other liens shall hereby be subordinate to the use rights of any Owner or Owners whose ownership interest is not also encumbered by said mortgage, leasehold or other lien.

c. Declarant shall have and hereby retains for itself, an easement and right of ingress and egress, in and to all portions of the Development which is necessary to Declarant for the construction of additional improvements to the Development or for further subdividing of the Development and platting of any Residential Lot or Unsubdivided Land contained in the Development.

d. Declarant shall have and hereby retains for itself, an easement over, under, above and through the Development as may be required for utility services necessary for the operation of the Development.

e. Declarant, its successors, assigns, invitees, licensees and guests, further reserves for itself and all of the Owners, an easement for ingress to and egress from all recreational facilities contained within the Development from time to time over all Common Roads and common areas necessary to enable Declarant and Owners free and unrestricted access to the recreational facilities, excluding any common areas owned and/or maintained by any Existing Association and any Residential Dwelling Unit, Residential Lot, or Public or Commercial Unit not owned by Declarant. Said recreational facilities access easement is subject to the restrictions and reservations contained herein pertaining to user fees and other restrictions, reservations and conditions as imposed herein.

f. Declarant further reserves for itself, its successors and assigns, the right to establish such easements, reservations, exceptions, and exclusions consistent with the ownership of the Development by the Declarant, and not materially affecting the

financial expense imposed upon the Owners and the Existing Associations, and which in Declarant's sole discretion will to serve the best interests of the Development.

IV. COMMON ROADS

4.1 Access Easement. Declarant, its agents, assigns employees, invitees, guests and licensees, and all Owners, their families, guests, invitees and licensees shall have a non-exclusive perpetual easement over all Common Roads contained in the Development as well as the internal access roads designated on all Plans recorded as being a part of the Development. Declarant, its agents, assigns, employees, invitees, guests, and licensees and all Owners shall have an easement over all internal access roads within a condominium regime, subdivision or planned development, including walkways, private roads and driveways, as may be necessary for the full use and enjoyment of the Development. Said easement being subject to any regulations and restrictions imposed upon any internal access roads pursuant to any recorded conditions, covenants and restrictions affecting such condominium, subdivision or planned development. Declarant reserves a general access easement over all such Common Roads for the general right of ingress to and egress from all recreation facilities contained in the Development from time to time to allow the general public to have free and unrestricted access over and unto said recreational facilities, as the Declarant may so allow.

4.2 Maintenance of Common Roads. Declarant shall be responsible for constructing, maintaining and repairing all Common Roads for the benefit of the Owners, their families, guests, licensees and all other resort users.

Declarant reserves an easement over, under, above and through the entire Development and any individual condominium, subdivision or planned development including any Public or Commercial Unit, Residential Dwelling Unit, residential Lot, or common area, and any improvement thereon for the purpose of construction, installation, operation, maintenance of drainage courses, culverts, other improvements to the Common Roads, as well as Utility Facilities installed adjacent to, above, under or along the Common Roads including telephone, radio, and television transmission lines, cables, pipes, transformers and other equipment. Said easement shall include the accessory right to locate guy wires, braces, or anchors, or to cut, trim, or remove trees, shrubs or plantings wherever necessary.

4.3 Maintenance Assessment. Declarant shall have the right to allocate the cost of maintenance of the Common Roads and to levy said allocation of maintenance cost, by a Maintenance Assessment for the cost of such maintenance upon the Existing Associations and/or its members, and/or Owners or invitees or license users of the Development. Said Maintenance Assessment may be allocated disproportionately among the Existing Associations and/or Owners or invitees or license users based upon the intensity of use by the membership of each Existing Association and/or its members, and/or Owners or license users, as determined by Declarant in its sole discretion. Such Maintenance Assessment will be allocated in accordance with generally accepted accounting standards or by the imposition of a formula which divides the cost of such maintenance, including an allocation for Declarant's overhead and reasonable profit, by all Owners of real property within the Development.

V. ARCHITECTURAL CONTROL OF THE DEVELOPMENT

5.1 Creation. There shall be created an Architectural Control Board whose purpose shall be the approval of the plans for reconstruction, alteration or redecoration of all Improvements

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in the Development, including their design, location, materials, colors, and other aesthetic factors to ensure that such Improvements blend and are compatible and harmonious with the Development's natural surroundings and environs and intended interior design.

Notwithstanding anything above to the contrary, no approval shall be required for the Improvements to be constructed on the Development by the Declarant.

5.2 Membership. The Architectural Control Board shall consist of three (3) members designated by the Declarant, of which at least one member shall be an architect who shall be designated the "architect member." No other member shall be required to meet any qualifications for membership on the Architectural Control Board.

5.3 Resignation. Any member of the Architectural Control Board may at any time resign from the Architectural Control Board upon written notice delivered to Declarant.

5.4 Duties. It shall be the duty of the Architectural Control Board to consider and act upon such proposals or plans from time to time submitted to it pursuant to the provisions of Article VI, below, to work with and supervise the ancillary design committees of the Existing Associations, to adopt rules and to perform such other duties as from time to time are delegated to it by the Declarant.

5.5 Meetings. The Architectural Control Board shall meet from time to time as may be necessary to perform properly its duties hereunder. The vote or written consent of any two members shall constitute the act of the Architectural Control Board, unless the unanimous action of its members is otherwise required by this Declaration; provided, however, that the architect member shall have the power and authority to disapprove plans, drawings, and specifications submitted to the Architectural Control Board for approval pursuant to any applicable section of Article VI, whether or not any other member shall agree with such architect member. The Architectural Control Board shall keep and maintain a record of all actions from time to time taken by the Architectural Control Board at such meetings or otherwise. The architect member may receive a reasonable fee for professional services rendered; however, unless otherwise authorized by the Declarant, no other members of the Architectural Control Board shall receive any compensation or reimbursement for services rendered or expenses incurred while performing a duty hereunder.

5.6 Rules of the Board. The Architectural Control Board may from time to time and in its sole discretion adopt, amend, and repeal, by majority vote, rules and regulations to be known as the "Architectural Control Board Rules" which, among other things, interpret or implement the provisions of the applicable sections of Article VI pertaining to the design of the Improvements which must be approved by the Architectural Control Board. A copy of the Rules, as they may from time to time be adopted or amended, shall be kept available at all times at the office of the Declarant for the inspection of any Existing Association's design committee, any Owner, any Owner's architect, or the agent of any Owner or any Owner's architect. The Architectural Control Board Rules shall, to the extent practical, establish the standards which shall be required to be met in the construction of any Improvements in the Development excluding the original Improvements to be constructed by Declarant.

5.7 Plan Approval. The approval by the Architectural Control Board of any plans and specifications for any work done or proposed, or in connection with any other matter requiring the approval of the Architectural Control Board under this Declaration shall not be deemed to constitute a waiver of any right to withhold

approval as to any similar plan, drawing, specification, or matter whatsoever subsequently or additionally submitted for approval.

5.8 Liability of Members. The Architectural Control Board nor any member thereof shall be liable to any Existing Association, to any Owner or to any other person for any damage, loss, or prejudice suffered or claimed on account of (a) the approval of any plans, drawings, and specifications, whether or not defective; (b) the construction or performance of any work, whether or not made pursuant to approved plans, drawings, and specifications; or (c) the development or manner of development of any Public or Commercial Unit, Residential Dwelling Unit, Residential Lot or Unsubdivided Land and the construction of the improvements thereon within the Development; provided, however, that such member has, with the actual knowledge possessed by him, acted in good faith.

5.9 Vacancy. In the event that at any time through death, resignation, or for any other reason, there shall not be a Architectural Control Board or there shall not be sufficient members thereof necessary to act on a particular matter, the approval or action by the Architectural Control Board required hereunder for such matter, and such situation lasts for a period of not less than sixty (60) days, then, and until there shall again be an Architectural Control Board with sufficient members, all matters requiring such approval or action may be acted upon, subject only to the approval of representatives of Declarant, and the actions by said representatives shall be conclusive upon the Owners, the Existing Associations and any design committees thereof, any purchaser, lessee, Mortgagee, or other holder of an encumbrance, and any other persons.

5.10 Remedy. If the Existing Associations or any Owner, or any other person, shall fail to maintain or repair any Improvement for which it is responsible or shall change (or permit a change to be made in) the color, material, finish or any other aspect of any Improvement, without complying with the provisions of this Article and Article VI or the Rules adopted hereunder then, in addition to any remedies, which the Architectural Control Board may have hereunder, or by law and without waiving any of such remedies, the Architectural Control Board shall have the right to enter upon any Public or Commercial Unit, Residential Dwelling Unit, Residential Lot, any common areas of any Existing Association and any Improvement thereon and repair, maintain or restore the Improvement or do whatever it seems necessary or appropriate to remedy any such failure or to correct and restore any improper condition. The cost (as determined by the Architectural Control Board) of any such corrective work shall be charged to the responsible Existing Association or Owner, or other person which is responsible for the maintenance of such Improvement. If the Existing Association, Owner, or other person fails to pay such cost to the Architectural Control Board within thirty (30) days after demand, then the cost thereof shall become an Assessment hereunder payable directly to the Architectural Control Board. In the event corrective work becomes necessary as a result of the actions of an Existing Association, then said Assessment shall be paid by the Association or by the Owners who are members of said Existing Association in such proportions as established in the implementing documents of said Existing Association. If corrective work becomes necessary as a result of the actions of an individual Owner or Owners, then the Architectural Control Board may collect the cost thereof directly from such Owner or Owners in the same manner as an assessment is collected by the applicable Association which right of the applicable Association to collect the cost thereof shall be subrogated by such Association to the Architectural Control Board, if the Board so desires.

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VI. CONSTRUCTION AND ALTERATION OF IMPROVEMENTS

6.1 Approval Required. The right of an Existing Association, Owner, or other such person to lawfully construct, reconstruct, refinish, alter, or maintain any part of the exterior of any Improvement upon, under, or above any portion of the Development, to make or create any excavation or fill thereon, or to make any change in the natural or existing surface drainage thereof, or to install any wiring for electrical, telephone or other utility line, television antenna, machines, air conditioning units, or other equipment or appurtenances whatsoever on the exterior of an Improvement is prohibited until and unless the Existing Association, Owner, or other person has obtained the prior written approval therefor from the Architectural Control Board as herein provided and has otherwise complied with all of the provisions of this Article.

6.2 Approval Submission. Any Existing Association, Owner, or other such person proposing to perform any work which under the provisions of Section 6.1 above requires prior written approval of the Architectural Control Board shall apply to the Architectural Control Board for approval thereof as follows:

(a) Any Owner, who desires to perform any work which requires prior written approval and who is a member of an Existing Association which has elected a subcommittee for the purpose of reviewing the preliminary and final proposed plans of such work, shall comply with all procedures established by the Existing Association of which the Owner is a member for the submission and approval of plans to the subcommittee.

Upon approval by the Existing Association's subcommittee within the specified time period provided for such initial review and approval, the subcommittee shall forward the plans to the Architectural Control Board for final review. The Architectural Control Board shall review the plans within thirty (30) days after receipt from the subcommittee. The plans shall be returned to the subcommittee either approved or disapproved and the subcommittee shall forward the plans to the Owner.

If the plans are disapproved by the subcommittee, they will be returned directly to the Owner without prior review by the Architectural Control Board. If the plans are disapproved by the Architectural Control Board, the Board shall be responsible for providing a general statement of its objections to the plan to the subcommittee who will forward said statement to the Owner.

Failure to return the plans within the time period provided above shall be deemed to mean that the plans are approved by the Architectural Control Board.

(b) If an Owner who is not a member of an Existing Association (such as an Owner of a Public or Commercial Lot) desires to perform work on any Improvement it owns which requires prior approval, or if an Existing Association desires to perform work on any common area or Improvement thereon which it is responsible to maintain and does not elect to go through its subcommittee review and approval, both may submit their preliminary plans directly to the Architectural Control Board.

Such preliminary plans must be prepared by an architect, unless otherwise permitted by the Architectural Control Board, and must show in detail the nature and dimensions of the improvements or alterations. The plans and specifications shall indicate all exterior materials, finishes, and colors to be used. The Architectural Control Board shall review any such preliminary plans within thirty (30) days after the submission of the plans to it and the preliminary plans shall be returned to the Owner or Association either with approval or with disapproval, in which

latter case the general nature of the objections shall be indicated. Failure to return such plans within the above time periods shall be deemed to mean that the plans are approved.

(c) Thereafter, and still prior to the commencement of such work, the Owner or Existing Association shall submit to the Architectural Control Board the final plans and specifications of the proposed work. The Architectural Control Board shall review said final plans and specifications and shall either approve the same or disapprove the same in writing within thirty (30) days. Any disapproval shall set forth in writing the reasons for disapproval. Failure to so approve or disapprove the plans within the above time periods shall be deemed to constitute the approval of the Architectural Control Board. On the request of an Owner or the Existing Association at any time, any member of the Architectural Control Board shall give to the Owner, or the Existing Association a certificate in writing evidencing the approval of any plans which have been so approved. In the discretion of the Architectural Control Board, the requirement for preliminary plans to be submitted may be waived.

(d) Nothing herein shall be deemed to require an Owner or Existing Association to obtain approval from the Architectural Control Board when simply reconstructing or refinishing the interior or exterior of an Improvement in accordance with the color and design previously approved by the Architectural Control Board for such Owner or Existing Association or other such person.

(e) Approval as hereinbefore provided shall be effective for a period of one (1) year and shall be deemed revoked if the Owner or Existing Association shall not have commenced such work within said one (1) year period and shall not thereafter complete the same with reasonable diligence. If the Owner or Existing Association shall not so commence work within said (1) year period, the Owner or Existing Association shall be required to apply for an extension of the approval or to resubmit said final plans and specifications for approval, and the Architectural Control Board shall not be bound by any previous decision in reviewing again such plans and specifications, but shall either grant a reasonable extension or approve or disapprove the same in writing within the same time periods for an original approval.

(f) Upon the completion of any work for which approved plans are required pursuant to this Section, the Owner or Existing Association shall give written notice thereof to the Architectural Control Board which shall within thirty (30) days inspect such work to determine if it was completed in substantial compliance with the approved plans and specifications. If the Architectural Control Board determines that such work was not done in substantial compliance with such approved plans and specifications, it shall notify the Owner or Existing Association of such noncompliance and require the Owner or Existing Association to remedy such noncompliance. If the Owner or Existing Association shall have failed to remedy such noncompliance within sixty (60) days from the date of such notification or such longer time as may reasonably be required, the Architectural Control Board has the authority to remove the Improvement or remedy the noncompliance, and the Owner or Association shall reimburse the Architectural Control Board for all expenses incurred in connection therewith which shall be collected as a Personal Charge in the case of default by an Owner or, an Architectural Assessment in the case of an Existing Association. If for any reason the Architectural Control Board fails to notify the Owner or Association of any such noncompliance within thirty (30) days after receipt of such notice of completion thereof from the Owner or Association, the Improvement shall be deemed to have been completed in accordance with said approved plans.

(g) In reviewing plans and specifications, the Architectural Control Board shall consider the requirements, standards,

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and restrictions set forth in this Declaration, and also shall consider whether the proposed reconstruction, alteration, or improvement to a Public or Commercial Unit, Residential Dwelling Unit, Residential Lot or any type of Improvement thereon; (i) is compatible and in harmony as to quality and type of materials and workmanship and as to external design and appearance with reference to existing dwellings and other improvements in the area and with reference to the location of the proposed alteration to an improvement with respect to topography and ground elevation; (ii) conforms to the general plan of the entire Development.

6.3 Applicable Law. Nothing contained herein shall be construed to imply that any construction or alterations shall also be done in compliance with all local codes, laws and regulations; and approval by the Architectural Control Board shall not be deemed approval of the local authorities.

VII. ANNUAL ASSESSMENT

Declarant hereby reserves for itself, its successors and assigns, the right and privilege to levy an assessment upon all Existing Associations or its members and all Owners who do not pay an assessment through an Existing Association for: (i) the right to use and enjoy the recreational facilities made available in the Development from time to time by the Declarant; (ii) the availability of certain utility facilities and service available from the Declarant and provided to an Existing Association and/or its members, and Owners; and (iii) such other functions to which Declarant may be entitled to levy an assessment as part of the Annual Assessment hereunder. Such assessment shall be the Annual Assessment. The Annual Assessment shall be determined in accordance with this Declaration. The part of the Annual Assessment governing Utility Facilities shall be as set forth in Article VIII, hereof; and the part of the Annual Assessment governing Recreational Facilities shall be as set forth in Article IX hereto.

VIII. UTILITY FACILITIES

8.1 Creation. Declarant shall construct and maintain certain Utility Facilities for the purpose of providing one or more utility services, namely, water, sanitary sewage collection and disposal, telephone service, television reception services, garbage service and electric services to various portions of the Development.

8.2 Operation. The Declarant shall operate and maintain the Utility Facilities in accordance with sound utility management practices, and the Existing Associations and/or Owners not subject to assessment by an Existing Association shall pay all costs thereof attributable to the each Associations' membership and/or such Owners as part of its Annual Assessment, which shall be levied by the Declarant upon the Associations and/or such Owners.

8.3 Utility Usage Fee. Declarant shall levy a fee upon each Existing Association, or its members, and/or Owners not a member of an Existing Association for funds in connection with the operations and maintenance of the Utility Facilities. Said fee shall be referred to from time to time as the "Utility Usage Fee" and shall be included as a part of the Annual Assessment. Furthermore, Declarant may assess as a part of the Utility Usage Fee the cost of construction additional Utility Facilities, subject only to the affirmative vote of a majority of the then existing Owners, or by the affirmative vote of an Existing Association in behalf of its members with one (1) vote allocated for each separate identifiable interest in real property owned by an Owner. Such vote will be taken upon sixty (60) days written notice to

all Owners and/or Existing Associations; and affirmative vote by silence shall be allowed.

The Utility Usage Fee payable by each Existing Association shall be a part of the Annual Assessment described in Article VII which Declarant levies against each Existing Association, or its members, and/or Owners not members of an Existing Association.

The Utility Usage Fee shall be determined by Declarant in its sole discretion by one of the following methods or by a combination of two or more of the following methods:

(a) Declarant may levy upon each Existing Association, or its members, and/or Owners not members of an Existing Association, a Utility Usage fee based upon reasonable cost allocations for each service as determined by generally accepting accounting principles based upon industry standards for such services and for general and administrative expenses incurred by Declarant from the proceeding twelve month period, including an allocation for Declarant's general and administrative expenses and reasonable profit to Declarant for providing such services.

(b) Declarant may separately meter each individual Utility Facility which lends itself to such metering and is used to individually meter a Public or Commercial Unit, Residential Dwelling Unit, Residential Lot, whole condominium, whole subdivision or whole planned development. Upon separate metering, such Owner shall pay the proportionate share of utilities as established by such separate metering.

(c) Declarant may determine the Utility Usage Fee by establishing a formula based upon the total number of owners or occupants allowed on each Public or Commercial Unit, Residential Dwelling Unit, or Residential Lot within a condominium or subdivision and any other lawful resort users, and actual use of the Facilities, applied against the costs of operations of such Utility Facilities, including the general and administrative expenses incurred by Declarant with respect to the Utility Facilities, and a reasonable allocation for Declarant's profit, for the proceeding twelve-month period.

(d) Declarant may arbitrarily allocate such costs of operation and maintenance of the Utility Facilities among the Existing Associations, members or Owners that may not pay such Utility Usage Fee through an Existing Association as it deems reasonable in its sole discretion.

The Existing Associations may elect to use all of the Utility Facilities made available by the Declarant; or may elect not to use the Utility Facilities available from the Declarant, provided alternate sources are available. The Utility Usage Fee shall be apportioned according to which services are used by the Existing Associations depending upon which method or methods of allocation of cost is used.

The Declarant shall provide the Existing Associations with an itemization of each Utility Facility available from Declarant which shall show the cost per Public or Commercial Unit, Residential Dwelling Unit, Residential Lot, whole condominium, subdivision or planned development, for the ensuing fiscal year upon the completion of Declarant's annual budget for Utility Facilities.

8.4 Utility Easements. The Declarant hereby reserves a blanket easement for the benefit of the Declarant or its designees, as well as for Existing Associations, acting on behalf of its members, upon, across, over, through, and under any portion of the Development for ingress to and egress from, installation, replacement, repair and maintenance of all utility and service lines and service systems, public and private.

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8.5 Establishment of PUC. Declarant reserves the right to establish a Public Utility Corporation ("PUC"), a municipal utility district ("MUD"), or any other form of cooperative utility arrangement, provided that such PUC, MUD or cooperative utility organization is established in compliance with Pennsylvania law.

IX. RECREATIONAL FACILITIES USE

9.1 Designation of Recreational Facilities. Declarant shall construct, operate and maintain certain recreational facilities within the Development from time to time. The recreational facilities shall be identified and designated as such by Declarant, who may add to or subtract from the recreational facilities contained within the Development at any time. All recreational facilities, other than those designated for limited or special use by Declarant (i.e. only for use by a particular subdivision) shall be available to Owners, their families, guests, invitees and licensees, subject to such individual use or user fees and rules and regulations affecting each recreational facility, which may be established or promulgated from time to time by Declarant and, any further restrictions or limitations contained therein, or herein.

9.2 Operation. The Declarant shall operate and maintain the recreational facilities for the use and enjoyment of Owners, their families, guests, invitees and licensees, and guests, invitees and licensees of Declarant, and may promulgate rules and regulations for any or all of the recreational facilities which shall regulate the use of each facility and, if applicable, establish a use or user fee schedule for each such facility. Nothing contained herein shall be deemed to preclude Declarant from allowing members of the general public to use the recreational facilities to the extent Declarant determines, in its sole discretion, to allow for such use, and to charge such members of the general public such use fees or rental fees it may establish from time to time.

9.3 Recreational Usage Fee. Declarant shall levy a fee upon each Existing Association and/or its members, or Owners that may not pay said fee to fund operation and maintenance of the Recreational Facilities. Said fee shall be referred to as the "Recreational Usage Fee." Furthermore, Declarant may assess as a part of the Recreational Usage Facility the cost of constructing additional Recreational Facilities, subject only to the affirmative vote of a majority of the then-existing Owners, or by the affirmative vote of an Existing Association on behalf of its members with one (1) vote allocated for each separate identifiable interest in real property owned by an Owner.

The Recreational Usage Fee shall be a part of the Annual Assessment which Declarant shall levy upon all Existing Associations and/or its members, or Owners that may not pay said Annual Assessment through an Existing Association.

The Recreational Usage Fee shall be determined by Declarant in its sole discretion by one of the following methods or by a combination of two or more of the following methods:

(a) Declarant may levy a Recreational Use Fee based upon reasonable cost allocations for such facilities, to be allocated and assessed against the Existing Associations, and/or its members, or Owners not a member of an existing Association, as determined by generally accepting accounting principles, based upon industry standards for such facilities as applied against the cost associated with such facilities, including the general and administrative expenses incurred by Declarant based upon the preceding twelve month period, and a reasonable profit to Declarant for its operation of such Recreational Facilities.

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(b) Declarant may determine the Recreational Use Fee by establishing a formula based upon the recreational facilities available to the Development, and the total number of Owners, occupants, or any other lawful users of the facilities, as applied to the costs of operations of such facilities, including general and administrative expenses incurred by Declarant for the operation and maintenance of the facilities based on the preceding twelve-month period, including a reasonable profit to the Declarant.

(c) Declarant may arbitrarily allocate the cost of operation and maintenance of the recreational facilities available from time to time in the Development as Declarant deems reasonable in its sole discretion.

(d) Declarant may determine the Recreational Usage Fee based upon the intensity of use per Public or Commercial Unit, Residential Dwelling Unit or Residential Lot, such as the total number of Owners and occupants permitted upon each Public or Commercial Unit, Residential Dwelling Unit or Residential Lot, plus the average number of days per year each unit or lot is occupied. For example, Residential Dwelling Units committed to interval ownership may be construed to have a higher intensity of use than a Residential Dwelling Unit limited year round to single family use.

The Declarant shall provide each Existing Association, member or Owner that may not pay the Recreational Usage Fee through an Existing Association with an operating budget for the recreational facilities available in the Development upon completion of Declarant's annual budget for recreational facilities.

X. ENFORCEMENT PROVISIONS

10.1 Enforcement of Declaration. Default in the payment of any Assessment, Personal Charge or the violation of any provision of this Declaration by an Existing Association, its members, or an Owner, or members of their family, their guests, licensees, or invitees, shall be grounds for an action to recover sums due and/or damages, for injunctive relief, or both, and the reimbursement of all costs and attorneys' fees incurred in connection therewith, as well as late charges and interest on any delinquent amounts, which action shall be maintained by Declarant. All such amounts, along with any other costs incurred by Declarant to obtain the services of any attorney to enforce any provision of this Declaration, shall constitute a Personal Charge against an individual Owner who committed or who is responsible for such violation, or an Assessment against the Existing Association which committed or which is responsible for such violation of this Declaration whichever shall be the case, and shall promptly be reimbursed by such Owner or Existing Association, upon demand therefor by the Declarant. The violation of any provision of this Declaration shall give the Declarant the right, in addition to any other rights set forth in this Declaration:

(a) To levy a lien on any Public or Commercial Unit, Residential Dwelling Unit, Residential Lot and any improvement thereon, owned by an Owner or any or all common areas which may be owned and/or maintained by an Existing Association, in the event an Owner fails to pay any Personal Charge or an Existing Association fails to pay any Assessment hereunder. The Declarant or its designated agent shall send a written notice to any Owner or Existing Association who fails to pay any Personal Charge or Assessment when due, which notice shall advise such Owner or Existing Association of its intention to foreclose its lien to collect such unpaid Personal Charge or Assessment and the Owner's or Existing Association's right to cure such default by remitting all delinquent amounts, plus late charges and/or interest, within thirty (30) days from the date of notice.

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Declarant may foreclose the Declarant's lien for unpaid Personal Charges or Assessments in the same manner as is authorized by the laws of the Commonwealth of Pennsylvania for the foreclosure of mortgages on real property. The Declarant shall have the right to bid on the property upon which it is foreclosing, at any foreclosure sale and may acquire, hold, lease, mortgage, and convey such property acquired at such sale;

Each Personal Charge and any late charges, interest, and costs of collection, including reasonable attorney's fees, shall be a personal debt of the Owner against whom they are assessed. Each Assessment and any late charges, interest, and cost of collection, including reasonable attorney's fees, shall be a debt payable by all members of the Existing Association against which the Assessment is levied.

For purposes of this Article, any Personal Charge or Assessment levied upon an Owner or Existing Association which is not paid within fifteen (15) days after the date upon which it is due shall bear interest at the highest lawful rate from the date due until paid, and in the sole discretion of Declarant a late charge in such reasonable and uniform amount as may be set by the Declarant from time to time may be charged.

(b) To enter upon any property within the Development owned by Owners or, common area owned and/or maintained by an Existing Association in which, or as to which, such violation or breach exists, and to summarily abate and remove, at the expense of the Owner or Existing Association who caused or permitted such violation, any structure, thing, or condition that may exist therein contrary to the intent and meaning of the provisions of this Declaration, and neither the Declarant, nor any authorized agent thereof shall thereby be deemed guilty in any manner of trespass;

(c) To terminate the rights of any Owner or members of any Existing Associations to use the Recreational Facilities or have the benefit and use of the Utility Facilities owned by Declarant to the extent permitted by law;

(d) To engage the services of an attorney to initiate such action as is deemed necessary by the Declarant to enforce such provision, including the initiation of a suit for damages and/or to enjoin, abate, or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

10.2 Subrogation. For purposes of enforcing any provision of this Declaration and particularly collecting unpaid Personal Charges and Assessments due hereunder from either Owners who are personally liable for any debt or violation of any provision of this Declaration, if Declarant so desires, the Existing Associations hereby agree to subrogate their rights to collect such Personal Charge or assessment from any Existing Association's membership or Owner to the Declarant under any other set of recorded restrictions, covenants or other rights such Existing Association may have to such collection. Declarant shall have such rights and remedies as those of the Existing Association for purposes of collecting from said Personal Charges or Assessments from Owners or Association members.

10.3 Mortgagee's Rights. The lien for the Personal Charges and Assessments provided above, shall be subordinate to the Mortgagee's mortgage on any property within the Development which was recorded prior to the date that any such Personal Charge or Assessment became due. Except as hereinafter provided, the lien for Personal Charges and Assessments shall not be affected by any sale or transfer of any property in the Development. Where title of the Mortgagee's mortgage or by deed or assignment in lieu of foreclosure of the Mortgagee's mortgage results in title passing to such Mortgagee, such transfer of title shall

extinguish the lien for unpaid Personal Charges or Assessment, which became due prior to the date of the transfer of title. If permitted by law, Declarant shall remain entitled to recover any unpaid Personal Charges or Assessments from the Owner or Existing Association whose property was foreclosed upon.

No amendment of this Article shall affect the rights of any Mortgagee of Record which has recorded its mortgage in the Public Records of Pike County, Pennsylvania, and has provided a true and correct copy thereof to the Declarant prior to the effective date of such amendment, which does not consent in writing to such amendment.

10.4 Suspension of Rights. As provided in Section 10.1, above; in the event an individual Owner is delinquent in any obligation created in this Declaration, upon the giving of written notice thereof to an Owner, the Declarant, in addition to any remedies it may have hereunder, may suspend the right of such Owner to use any recreational facilities located within the Development or on a common area contained within the boundaries of the applicable subdivision of which the Owner's unit or lot may be a part or any or all of the recreational facilities contained in the Development as follows:

(a) For so long as any Personal Charge against such Owner remains unpaid, plus a reasonable time thereafter as determined by the Declarant; or

(b) For so long as such Owner shall be and shall continue to be in violation of any provision of this Declaration,

(c) For a reasonable period for any infraction of any provision of this Declaration.

Any such notice shall state the reason for the suspension. Any Owner who receives such notice may, within three (3) days after receipt of such notice, request a hearing before the Declarant or its authorized committee. At such a hearing Declarant shall present to the Owner the grounds for the suspension notice and the Owner shall have an opportunity to challenge such grounds and to present any evidence on his behalf subject to such reasonable rules of procedure as may be established by the Declarant or its authorized committee, which rules shall adhere to the generally accepted standards of due process. If the Owner requests a hearing as herein provided, his suspension shall not become effective until the hearing has been held and notice of the decision of the Declarant or its authorized committee confirming the suspension and the terms thereof has been given to the Owner. The decision of the Declarant or its authorized committee shall be final and binding.

In the event an Existing Association has defaulted in the payment of an Annual Assessment or any other Assessment provided for herein, and upon the giving of written notice thereof to said Existing Association, the Declarant may suspend the right of the entire membership of the Association to use any recreational facilities located on any common area within the boundaries of the Development, or any other facilities which may be available to the membership by Declarant pursuant to their ownership of a portion of the Development or membership in the particular Association to the extent permitted by law, and may also suspend all utility services provided to said Existing Association as follows:

(a) For so long as any Assessment against Existing Association remains unpaid, plus a reasonable time thereafter as determined by the Declarant; or

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(b) For so long as such Existing Association shall be and shall continue to be in violation of any provision of this Declaration,

(c) For a reasonable period for any infraction of any provision of this Declaration.

10.5 Remedies are Cumulative. All of the remedies granted by this Declaration are cumulative, and the exercise of one right or remedy shall not impair the right to exercise any other remedy. The Declarant shall not be limited to the remedies set forth in this Declaration, and Declarant may invoke any other or additional remedies provided for or allowed by law or in equity.

10.6 Preservation of Remedies. The failure of the Declarant to enforce any provision of this Declaration shall not be construed as a waiver of any such provision or right. Rather, such provision shall continue and remain in full force and effect.

XI. AMENDMENT

11.1 Declarant's Right to Amend. Declarant and the Master Resort Association, if one is formed, shall have the right to amend this Declaration in whole or in part in its sole discretion, at any time provided such amendment does not materially change the financial obligations imposed upon the Existing Associations' members and other Owners. All Amendments shall be recorded in the Recorder's Office for Pike County Pennsylvania. Declarant shall notify all Existing Associations and Owners that may not be members of an Existing Association of any proposed amendment.

XII. ARBITRATION

In the event of a dispute between any Existing Association and the Declarant regarding the allocation of Assessments or for any other reason which may arise due to any provision contained in this Declaration, the Association may request in writing that the Declarant provide sufficient information and documentation to support the said Assessment in dispute, or, to provide such other information the Existing Association may desire from Declarant to resolve a dispute regarding other provisions contained herein.

If no resolution can be reached by the Existing Association and the Declarant, the Existing Association may, at its sole expense, arrange for arbitration with the American Arbitration Association. Said arbitration and all expenses thereof shall be paid by the Existing Association. The arbitration committee shall consist of seven fact factors selected by the Declarant, except that the Existing Association shall have the right to select three of the seven fact factors, as arbiters, to render a decision in the arbitration. The decision of the arbiters shall be binding upon the Existing Association and the Declarant. By acceptance of this Declaration, the Existing Associations waive all rights to utilize any other forum by which, absent this provision, further proceedings by the Existing Association could be instituted.

XIII. MASTER RESORT ASSOCIATION

The Declarant may, but is not obligated to, form a Master Resort Association which would be responsible for the maintenance, repair, replacement, restoration, improvement, operation, and administration of the Development. The Master Resort Association, if formed, shall have all the rights reserved by Declarant in

this Declaration, and any supplements or amendments thereto which may be made from time to time. The Master Resort Association shall have all powers of enforcement and remedies afforded to the Declarant in this Declaration and any supplements or amendments hereto. The Master Resort Association shall additionally have the right to levy a Resort Assessment upon the Existing Associations, or its members, and Owners not members of existing Associations, to cover the administrative expenses of the Master Resort Association. Membership of the Master Resort Association shall be determined at the time of its formation, if such occurs.

Notwithstanding anything to the contrary contained herein, until such time, if any, a Master Resort Association is formed, an Advisory Board will be formed to meet from time to time with Declarant, or any committee designated for such purpose by Declarant, in order to resolve disputes between Declarant and any Existing Association, its members, or Owners not members of an Existing Association. Said Advisory Board shall be composed of one executive officer of each Existing Association, and one member elected by all Owners who are not members of an Existing Association. The purpose of such Advisory Board shall be to advise the Declarant on such disputes from the perspective of Owner's of property within the Development; however, their advisement shall not be binding upon Declarant. Declarant shall only take such advisement into consideration when making decisions affecting Existing Associations, its members, and/or Owners.

XIV. MISCELLANEOUS

14.1 Captions. The captions used in this Declaration are inserted solely as a matter of convenience and shall not be relied upon and/or used in construing the effect or meaning of the provisions thereof.

14.2 Number and Gender. Whenever the context so requires, the use of any gender in this Declaration shall be deemed to include both genders, and the use of the singular shall be deemed to include the plural, and the plural shall include the singular.

14.3 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate the purpose of ensuring that the Development shall at all times be operated and maintained in a manner so as to optimize and maximize its enjoyment and utilization by each Owner as a vacation resort.

14.4 Severability. The provisions hereof shall be deemed to be independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision shall not affect the validity of enforceability of any other provision hereof.

14.5 Waiver. No restriction, condition, obligation, or provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

14.6 Notices. Any notice required to be sent to any Owner or Existing Association under the provisions of this Declaration shall be deemed to have been properly sent when (i) mailed, postage prepaid, to the Owner's last known address or to the Existing Association's Secretary as same appears on the records of the Association provided to the Declarant at the time of such mailing or (ii) when delivered personally to the Owner or Secretary of the Existing Association.

14.7 Perpetuities and Other Invalidity. If any of the options, privileges, covenants or rights created by this Declaration would otherwise be unlawful or void for violation

BOOK 216: 236

of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provisions shall continue only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of the President of the United States at the time of Recording of this Declaration.

14.8 Binding Effect. The provisions of this Declaration shall be binding upon all parties having or acquiring any improvements, or any right, title, or interest therein, and shall be for the benefit of each Owner, his heirs, successors, and assigns. Each Owner (including Declarant) shall be fully discharged and relieved of liability on the covenants contained therein, in his capacity as Owner, insofar as such covenants relate to each improvement within or to be contracted upon the Development, upon ceasing to own such improvement and upon paying all sums and performing all obligations thereunder, up to the time his ownership interest terminates.

14.9 Duration and Amendment. This Declaration shall remain in effect for a period of sixty-five (65) years from the date it is recorded in the Recorder's Office for Pike County, Pennsylvania, and shall automatically be renewed for successive sixty-five (65) year periods unless terminated by the affirmative vote of ninety percent (90%) of all Owners of Property within the Development, allocating one (1) vote for each such then-existing Owner, plus the affirmative vote of the Declarant, its successors or assigns. Notwithstanding anything above to the contrary, Declarant shall have the right to unilaterally amend this Declaration for any of the purposes specified in this Declaration; and for any other purposes, determined in Declarant's sole discretion, for a period of time not to exceed twenty-five (25) years from the date this Declaration is recorded in the aforesaid Recorder's Office.

14.10 Tamiment Timeshare Association, Inc. The Tamiment Timeshare Association, Inc. joins in this Declaration on behalf of all its members for the purpose of subjecting all property located within Wayne Newton's Tamiment, (also known as Eagle Village) according to Plats thereof recorded in the Recorder's Office of Pike County, Pennsylvania.

14.11 The Eagle Point Property Owners Association, Inc. The Eagle Point Owner's Association, Inc. joins in this Declaration on behalf of all its members for the purpose of subjecting all property located within Eagle Point Subdivision according to the Plat thereof recorded in the Recorder's Office of Pike County, Pennsylvania.

14.12 Choice of Law. This Declaration shall be constructed in accordance with the laws of the Commonwealth of Pennsylvania.

CLP: 227

IN WITNESS WHEREOF, the undersigned have set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of:

TAMIMENT, INC. a wholly owned subsidiary of Wayne Newton International Resorts of the Paganos, Inc., "Declarant"



By: [Signature]
Mark Moreno, Its Executive Vice President

Attest: [Signature]
By: [Signature]
Its: J.V.P.

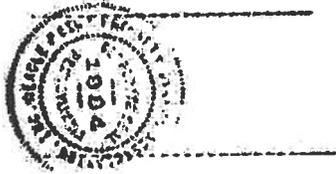
TAMIMENT TIMESHARE ASSOCIATION, INC.,



By: [Signature]
Its: [Signature]

Attest: [Signature]
By: [Signature]
Its: J.V.P.

EAGLE POINT PROPERTY OWNERS ASSOCIATION INC.



By: [Signature]
Its: [Signature]

Attest: [Signature]
By: [Signature]
Its: J.V.P.

FORM 915-1 228

STATE OF Pa. }
COUNTY OF Pa. }

BEFORE ME, the undersigned authorities on this day personally appeared Mark Moreno and Edward N. Cich the husband and wife, respectively, of Tainment, Inc., a Delaware corporation, wholly owned subsidiary of Wayne Newton International Resorts of the Poconos, Inc., a Pennsylvania corporation, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purpose and consideration therein expressed, and as the act and deed of said corporation and in the capacity therein stated.

GIVEN UNDER my hand and seal of my office on the 24 day of April, 1984.

My commissions Expires: _____

STATE OF Pa. }
COUNTY OF Pa. }

Delbert D. Dreyer
Notary Public
DELRANDI DREYER & COMPANY
Notary Public
My Commission Expires Oct. 12, 1985

BEFORE ME, the undersigned authorities on this day personally appeared Mark Moreno and Edward N. Cich the husband and wife, respectively of Tainment Timeshare Association, Inc., a non-profit Pennsylvania corporation known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purpose and consideration therein expressed, and as the act and deed of said corporation and in the capacity therein stated.

GIVEN UNDER my hand and seal of my office on the 24 day of April, 1984.

My commission expires: _____

STATE OF Pa. }
COUNTY OF Pa. }

Delbert D. Dreyer
Notary Public
DELRANDI DREYER & COMPANY
Notary Public
My Commission Expires Oct. 12, 1985

BEFORE ME, the undersigned authorities on this day personally appeared Mark Moreno and Edward N. Cich the husband and wife, respectively of Eagle Point Property Owners Association, Inc., a non-profit Pennsylvania corporation known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purpose and consideration therein expressed, and as the act and deed of said corporation and in the capacity therein stated.

GIVEN UNDER my hand and seal of my office on the 24 day of April, 1984.

My commissions Expires: _____

Delbert D. Dreyer
Notary Public
DELRANDI DREYER & COMPANY
Notary Public
My Commission Expires Oct. 12, 1985

NOV 21 1971 220

EXHIBIT "A"

NO. 916: 230

ALL THAT CERTAIN tract or piece of land, situate in the Township of Lehman, County of Pike and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point in the state road leading from Bushkill to Porters Lake in line of lands of Pike County Hotels Corporation, a corner of lands of Little Bushkill Hunting and Fishing Club; thence along the center line of said state road and by lands of Pike County Hotels Corporation the following seven (7) courses and distances:

- 1) North 32 degrees 30 minutes West 368.2 feet;
- 2) North 41 degrees 30 minutes West 186.2 feet;
- 3) North 29 degrees 45 minutes West 277.2 feet;
- 4) North 18 degrees West 269 feet;
- 5) North 38 degrees West 473.6 feet;
- 6) North 33 degrees 50 minutes West 445.5 feet;
- 7) North 31 degrees 52 minutes West 234.2 feet; thence leaving said road and by the same the following four (4) courses and distances:

- 1) North 58 degrees 53 minutes East 213 feet to a stone;
- 2) North 47 degrees 23 minutes East 459 feet to a stone;
- 3) North 31 degrees 52 minutes West 360 feet to a stone;
- 4) South 50 degrees 53 minutes West 671 feet to a point in the state road leading from Bushkill to Porters Lake; thence along the center line of said state road North 31 degrees 52 minutes West 62.42 feet to a point; thence leaving said state road and by the same the following fifteen (15) courses and distances:

- 1) South 58 degrees 08 minutes West 131.56 feet to a pipe;
- 2) North 67 degrees 40 minutes West 627.09 feet to a pipe;
- 3) North 68 degrees 30 minutes West 128 feet to a point;
- 4) West 156.5 feet to a point;
- 5) South 64 degrees West 257 feet to a stone;
- 6) North 89 degrees West 154.1 feet to a pipe;
- 7) South 88 degrees 35 minutes West 260.8 feet to a pipe;
- 8) South 48 degrees 30 minutes West 1233.1 feet to a pipe;
- 9) South 77 degrees 05 minutes West 513 feet to a stone;
- 10) North 89 degrees 50 minutes West 179 feet to a stone;
- 11) South 69 degrees 30 minutes West (at 1405 feet passing a stone) 1523 feet to a stone;
- 12) South 9 degrees 35 minutes East 830 feet to a pipe;
- 13) South 45 degrees 45 minutes East 111.32 feet to a pipe;
- 14) South 6 degrees 02 minutes West 244.14 feet to a pipe;
- 15) South 9 degrees 35 minutes East 4426.4 feet to a stone; thence by lands formerly of Glen Wicks South 71 degrees 05 minutes West 86.2 feet to a stone; thence by the Manuel Hoover, Jr. Wt. South 40 degrees 54 minutes West 2399.06 feet to a stone; thence by the Ann Kling Wt. South 85 degrees 04 minutes 18 seconds West (at 576.5 feet passing a stone)

CONTINUED ON NEXT PAGE

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1784.89 feet to a stone; thence by the David Ogden Wt. North 18 degrees 11 minutes 45 seconds West (at 3055 feet crossing the center line of the Pennsylvania Power & Light Company right-of-way) 5857 feet to a stone; thence by the same North 72 degrees 50 minutes 11 seconds East (at 450 feet recrossing the center line of the Pennsylvania Power and Light Company right-of-way) 2742.47 feet to a stone; thence by the same North 18 degrees 33 minutes 04 seconds West 872.58 feet to a stone; thence by the same and the John Hester Wt. North 72 degrees 26 minutes 20 seconds West (at 1019.53 feet passing a stone) 1501.53 feet to a stone; thence by the John Hester Wt. North 18 degrees 18 minutes 55 seconds East 671.48 feet to a stone; thence by the same North 17 degrees 13 minutes 27 seconds West 1771.92 feet to a stone; thence by Pennsylvania State Forest lands the following nine (9) courses and distances:

- 1) North 17 degrees 10 minutes West 3038 feet to a stone;
- 2) North 72 degrees 45 minutes East 4204 feet to a stone;
- 3) North 48 degrees 30 minutes East 803 feet to a stone;
- 4) North 48 degrees 10 minutes East 1821 feet to a stone;
- 5) South 39 degrees 45 minutes East 763 feet to a stone;
- 6) North 47 degrees 45 minutes East 591 feet to a stone;
- 7) South 73 degrees 50 minutes East 2628 feet to a stone;
- 8) South 17 degrees 30 minutes West (at 1155 feet passing a stone) 1909 feet to a stone;
- 9) South 72 degrees 15 minutes East 2822 feet to a stone; thence by lands of Little Bushkill Hunting and Fishing Club South 17 degrees 15 minutes West 3240 feet to a stone; thence by the same North 72 degrees 45 minutes West 544.5 feet to a stone; thence by the same South 28 degrees 50 minutes East 3204 feet to a stone; thence by the same South 58 degrees 15 minutes West 821 feet to the place of BEGINNING. CONTAINING 2201.78 acres, more or less.

BEING part of the same premises which People's Educational Camp Society, Inc., by its certain Deed, dated June 23, 1965 and recorded in the Office of the Recorder of Deeds in and for Pike County, Pennsylvania, in Deed Book Volume 192, at Page 876, granted and conveyed unto Tamicht, Inc.

ALSO included in the above described tract is a triangular shaped piece of land on which No. 12 Tr is located which Pike County Hotels Corporation by Deed, dated May 31, 1973 and recorded in the aforesaid Recorder's Office in Deed Book Volume 356, at Page 8, granted and conveyed unto Tamicht, Inc., on June 4, 1973.

STATE OF PENNSYLVANIA
COUNTY OF PIKE. SS RECORDED IN THE OFFICE OF THE
RECORDER IN AND FOR SAID COUNTY

AND STATE IN Deed BOOK NO. 916 AT PAGE 2078

GIVEN UNDER MY HAND AND THE SEAL OF THE SAID OFFICE

THIS 11th DAY OF April A.D. 1984

Randolph W. Leggett



FORM 938/REV 238

First Amendment to the
Declaration of Covenants, Conditions, and Restrictions
for Eagle Point Subdivision

Commonwealth of Pennsylvania)
County of Pike

KNOW ALL MEN BY THESE PRESENTS

THIS FIRST AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS FOR EAGLE POINT SUBDIVISION (hereinafter
referred to as the "First Amendment") is executed this 21st
day of August, 1984, by Taminent, Inc., a Delaware corporation
(hereinafter referred to as "Declarant"), with its principal
place of business and address at Taminent Resort and Country
Club, Taminent, Pennsylvania 18371.

OFFICE OF RECORDER
& PROthonotary
August 21 10 48 AM '84
RECORDED & INDEXED
PINE COUNTY, PA

W I T N E S S E T H :

WHEREAS, Declarant has created and established a unit plan
of development for Eagle Point Subdivision by the recording
of the Declaration of Covenants, Conditions, and Restrictions
for Eagle Point Subdivision (hereinafter the "Declaration") dated
March 2, 1984 and recorded in the Office of the Recorder of Deeds
in and for Pike County, Pennsylvania in Deed Book 912, Page 273;
and

WHEREAS, Declarant desires to amend the Declaration
pursuant to Article XIX, Section 19.3 of the Declaration; and

NOW THEREFORE, Declarant does hereby declare and establish
that the Declaration is amended as hereinbelow specified and
all Units and all other property in the Development are held
and shall be held, conveyed, hypothecated and encumbered, leased,
rented, used, occupied, and improved, subject to this First Amendment
and the Declaration as amended.

Article II, Section 2.3, Use of Units is hereby amended
and shall read as follows:

2.3 Use of Units. Unless otherwise provided in this
Declaration, Units shall be used only for vacation, residential
purposes; provided, however, that Declarant may make any lawful
use of a Unit of which it is deemed the Owner, pursuant to the
provisions hereof.

IN WITNESS WHEREOF, DECLARANT has executed these presents
this 21st day of August, 1984.

TAMINENT, INC.

BY: Mark Moreno
Mark Moreno

ITS: Executive Vice President

"DECLARANT"



05929

DISTRICT OF COLUMBIA)

On this 21st day of August, 1984, before me appeared Mark Moreno, to me personally known, who, being by me duly sworn, did say that he is the Executive Vice President of Tamiment, Inc., a Delaware corporation, that the foregoing instrument was signed in the name of and in behalf of said corporation, and acknowledged that he executed the same as his free act and deed and as the free act and deed of said corporation.

Lori L. Houck
Notary Public

My Commission Expires: October 15, 1985



STATE OF PENNSYLVANIA

COUNTY OF PIKE SS. RECORDED IN THE OFFICE OF THE
RECORDER IN AND FOR SAID COUNTY

DATE IN Deed BOOK NO. 936 PAGE 238 &c.

GIVEN UNDER MY HAND AND THE SEAL OF SAID OFFICE
THIS 21st DAY OF Aug. A.D. 19 84



Jeffery J. ...
RECORDER
DEPUTY

OFFICE OF RECORDER
& PUBLIC SAFETY
Aug 21 10 40 AM '84
ENTERED FOR RECORDS
PIKE COUNTY, PA.

SECOND AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
EAGLE POINT SUBDIVISION

ENTERED FOR RECORD
PIKE COUNTY, PA

Dec 16 3 09 PM '94

OFFICE OF RECORDER
& PROTHONOTARY

Commonwealth of Pennsylvania :
County of Pike : KNOW ALL MEN BY THESE PRESENTS

THIS SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR EAGLE POINT SUBDIVISION (hereinafter referred to as the "Second Amendment") is executed this 26th day of September, 1994, by Eric Leaman and Edward Maguire, President and Secretary of the Eagle Point Property Owners Association (hereinafter "Association") with its principal place of business and address at Tamiment Resort and Country Club, Tamiment, Lehman Township, Pennsylvania 18371.

W I T N E S S E T H :

WHEREAS, Declarant, Tamiment, Inc., created and established a uniform plan of development for the Eagle Point Subdivision by the recordation of the Declaration of Covenants, Conditions and Restrictions for Eagle Point Subdivision (hereinafter the "Declaration") dated March 2, 1984 and recorded in the Office of the Recorder of Deeds in and for Pike County, at Milford, Pike County, Commonwealth of Pennsylvania, in Deed Book Volume 912, Page 273; and

WHEREAS, a first amendment of said Declaration was filed by the Declarant on August 23, 1984 at Deed Book Volume 936, Page 238; and

WHEREAS, on the 6th day of January, 1994, the declarant turned over to the Association all common areas in the Eagle Point Subdivision; and

WHEREAS, at a duly noticed general association membership meeting held on August 20, 1994, three fourths (3/4) of the members of this Association voted to approve certain amendments to the declaration, pursuant to Article XIX, Section 19.1 of this Declaration.

NOW, THEREFORE, the Declaration of Covenants, Conditions and Restrictions for the Eagle Point Subdivision is hereby amended, and shall read as follows:

ARTICLE I - DEFINITIONS

1.2(e) "Limited Common Area Assessment" - Which means and includes each owner's proportionate share of the funds required for payment of the limited common area expenses of the development.

1.4(a) "Building" - Building in which units are located.

1.6 "Common Area" - Common Area means any and all real property designated as such on one or more Plats and all real property conveyed or which may later be conveyed to the Association by Declarant, together with all Improvements which may at any time be constructed thereon, including, but not limited to, internal access roads, utility facilities, recreational and community facilities, parks, if any, and any and all other property included within the Development which is not a part of any Lot, the Units or, that is otherwise unidentified on the Plats. Common Area shall also include all those areas and portions of a building described in Article II, Section 2.5.

1.7(a) "Crawlspace" - Area between any building excluding real property upon which unit is located and floor boards, but including interior surface of foundation walls, sills and floor joists.

1.15(a) "Limited Common Element" - All or any of the following:

- a. Roof of buildings, including rubberized material, shingles and rafters;
- b. Exterior walls of building, including painted exterior surface;
- c. Crawlspace of building.

1.15(b) "Limited Common Area Expenses" - All expenses incurred by the Association or duly authorized agent for the maintenance, repair, replacement, restoration or improvement of any of the limited common elements.

ARTICLE IX - ASSESSMENTS

9.2(a) "Limited Common Area Assessments" - A limited common area assessment may be levied by the Association through the Board of Directors or its designee, to pay the limited common area expenses. Such assessment shall be assessed to owners of units in a particular building and limited common area expenses incurred by the Association for such particular building. Prior to imposing such limited common area assessment, the Board of Directors or its designee shall estimate the amount of such limited common area

expense. Such limited common area assessment shall be allocated equally among all owners of such particular building. Any such assessment shall be due and payable by such unit owners within thirty (30) days after the date upon which written notice of the assessment is mailed to the owner, unless the Board determines that installment payments shall be permitted and provides each owner with an improved payment schedule in which case owner's payments must be made no later than what is specified in such payment schedule. In the event the Board authorizes the payment of any limited common area assessment in installments, no notice of the due date of each individual installment payment shall be required to be given, other than the aforesaid limited common area assessment notice.

TO BE DELETED IN ITS ENTIRETY

SECTION 2.2(d)-Description of Units. The exterior walls of the building of which the unit is a part to the extent the said exterior walls are the perimeter walls of the specific unit, which includes the exterior finished surfaces of said perimeter walls.

IN WITNESS WHEREOF, the Secretary of the Association has executed these presents this 17th day of October, 1994.

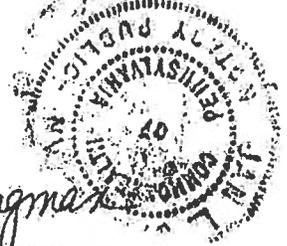
EAGLE POINT PROPERTY OWNERS ASSN.

By [Signature]
President

Attest:

[Signature]
Secretary

Subscribed & sworn to before me this 17th day of October 1994



Jan Springman

Notarial Seal
Jan L. Springman, Notary Public
Lehman Twp., Pike County
My Commission Expires April 27, 1998
Member, Pennsylvania Association of Notaries

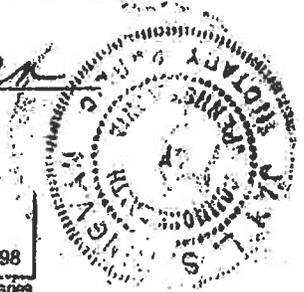
Commonwealth of Pennsylvania :
County of Monroe Pike :
88

On this 17th day of October, 1994, before me, a Notary Public in and for said County and State, the undersigned officer personally appeared Eric Leaman who acknowledged himself to be the President of Eagle Point Property Owners Association, an association, and that he as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the association by himself as President.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 17th day of October, 1994.

Jan Springman
Notary Public

Notarial Seal
Jan L. Springman, Notary Public
Lehman Twp., Pike County
My Commission Expires April 27, 1998
Member, Pennsylvania Association of Notaries



DATE: 12/16/1994 TIME: 03:09H INST NO.: 14043

Pike County, Pennsylvania
OFFICE OF THE Recorder of Deeds

RECEIPT NO : 002098 TYPE ROC : AMEND
REC FEE : 15.00
LDC RTT : 0.00
ST RTT : 0.00
WRIT TAX : 0.50

Commonwealth of Pennsylvania :
County of ~~Monroe~~ Pike :
SS

On this 17th day of October, 1994, before me, a Notary Public in and for said County and State, the undersigned officer personally appeared Edward Maguire who acknowledged himself to be the Secretary of Eagle Point Property Owners Association, an association, and that he as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the association by himself as President.

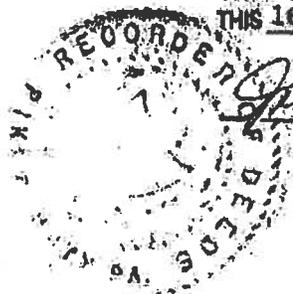
IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 17th day of October, 1994.

Jan Springman
Notary Public



Notarial Seal
Jan L. Springman, Notary Public
Lehman Twp., Pike County
My Commission Expires April 27, 1998
Member, Pennsylvania Association of Notaries

STATE OF PENNSYLVANIA: SS: RECORDED IN
COUNTY OF PIKE THE OFFICE OF THE RECORDER OF DEEDS IN
AND FOR SAID COUNTY AND STATE IN RECORD
BOOK 988 AT PAGE 296 & C.
GIVEN UNDER MY HAND AND SEAL OF SAID OFFICE
THIS 16th DAY OF December A.D. 19 94



Spencer Adams RECORDER.

OFFICE OF RECORDER
& PROthonotary
Dec 16 3 08 PM 1994
ENTERED FOR RECORD
PIKE COUNTY, PA

Pennsylvania Public Utility Commission
v.
Community Utilities of Pennsylvania

R-2023-3042804 (Water)
R-2023-3042805 (Wastewater)

Public Input Hearing Exhibit No. 8

Ernest Vaupel
Stat.

When Community Utilities applied for a rather large increase two years ago they cited much needed improvements in a water and sewer system that they had recently purchased. However, this should have been reflected in their purchase cost and not passed on to their customers. The Administrative Law Judge rightfully rejected the request deeming it "unlawful, unjust and unreasonable" and "not in the public interest". However, the PUC overruled the decision. I remind you of the first word of the PUC - **PUBLIC** (they are supposed to represent the **PUBLIC**). As a result, our water consumption charge went from \$5.13 per 1,000 gallons to \$11.452 per 1,000 gallons, an increase of **123%**.

Fast forward to now, only two years later. Community Utilities is now requesting increases as follows:

- * An increase in the water base rate from \$18.18 to \$23.40 or **28.7%**. Obviously water conservation will not effect this rate.
- * An increase in the sewer base rate from \$26.15 to \$51.65 or **97.25%**. Water conservation will also not effect this rate.
- * An increase in the water consumption rate from \$11.452 per 1,000 gallons to \$22.59 or **97.25%**. This amounts to a total two year increase of **220%** in the water consumption rate
- * An increase in the sewer consumption charge from \$13.977 per 1,000 gallons to \$17.90 or **28%**

PIH Ex. 8

I don't think I need to remind anyone what the current rate of inflation is.

Furthermore, Community Utilities outsourced their billing function to First Billing Services aka Nuvei. Their customers are forced to pay a \$2.25 service charge to Nuvei each time they make a payment either by ACH or charge card. Their customers are therefore subsidizing the cost of their billing function. The only way to avoid a charge is to mail a check. May I remind you that the PUC would not accept formal complaint forms by regular mail as they deem postal mail as unreliable. In addition, when the company went from quarterly to monthly billing two years ago this obviously resulted in a tripling of their service charge.

Many residents of Tamiment are senior citizens like myself and my wife and on a fixed income. They only got an increase of 3.4% for this year and can ill afford to pay such an increase. Many will be forced out of Tamiment.

Personally, my bill will amount to approximately \$175 per month for just me and my wife. Six months out of the year my water bill will be greater than my electric bill!

According to the PA Office of Consumer Advocate (OCA) the total water bill for a residential customer using 2,270 gallons would see an increase in their bill of **69%** if this request is approved.

This increase request is exorbitant, ridiculous and unconscionable and I urge you to reject it in its entirety.