



RHODO MOUNTAIN ESTATES HOMEOWNERS ASSOCIATION

01/05/2008 Homeowners Association Meeting

Board of Directors: Anthony Price, Jason Capper, Colette Hennessy

In Attendance: Anthony & Karin Price (27, 29 & 30), Jason Capper (13), Colette & Dan Hennessy (10), Eric Bischoff (28), Tom Gilbert & George Acesio (17 & 23), George Erath (301), Brenda DeBellis (20), Jim & Byrne Erb (19), Chris Rau (12)

Meeting was called to order.

Items Discussed:

OLD BUSINESS

Winter Road Maintenance

- Colette spoke with Ed Eggert who provided a bid of \$60/hr with a 2 hr minimum. The bid included other costs for cinder/salt application. Eggert's quote was unclear as to whether plow and spreader costs were individual line items.
- Jason spoke with Pat Walsh who provided some cost estimates orally. Jason will be speaking with Mr. Walsh again to get additional information and written cost bid.
- It was generally suggested that a 4" minimum be given before plowing would be required.
- A motion was made to use Mr. Walsh assuming his costs are comparative and a written contract is provided.
- Jason suggested investing in some barrels/drums to be filled with cinder and positioned in different locations along the roadways of RME for homeowners to use for spreading cinder on the RME roads.

RMEHA Liability Insurance

- Colette has spoken with the insurance company which provides her/Dan's insurance to get a price for RMEHA insurance. The consensus was that a minimum of 2 other estimates should be sought before a final decision is made. Anthony and Colette have the name and numbers of 4 additional agents specializing in Community property coverage. At the Dec 15, 2007 meeting Mr. Jurrissen indicated that his coverage would cover Association property through June 2008; this has been found out not to be the case.

Exclusion of Lot #1 / Karthausser from Road Maintenance Dues

- At the meeting on Dec 15, 2007 when Jan Jurrissen turned over the association to the homeowners, Shiela Karthausser requested of the members that Lot #1 be excluded from the association fee because the driveway for this lot is only a few feet up Tupelo Rd. She provided that she would be willing to have her driveway access moved to Drakes Creek Rd. (if permitted by the township) if the association desired.
- Most importantly, due to deeding restrictions and title questions, legal advice must be sought before any decision can be made regarding the above request.
- Should the association determine that her request for exclusion can be granted legally, several conditions were discussed:
 - All association dues in arrears must be paid in full.
 - Sheila is responsible for getting township approval and fulfilling all requirements set forth by the township for having her driveway moved so that access to the home is only from Drakes Creek Rd. All other access from Tupelo would be required to be closed off.
 - All costs for any deed and/or title changes and any other documentation changes and fees (legal and otherwise) will be absorbed by Ms. Karthausser.

RMEHA Counsel

- Several attorneys were contacted about RMEHA representation. Anthony spoke with Greg Malaska who lives in Jim Thorpe and works for the firm Young & Haros, LLC in Stroudsburg. The firm practices in Real Estate, Community Assoc. Law, Homeowners Assoc. Law, Condo Assoc. Law, Corporate Law and Business Law. They represent approximately 22 other homeowners associations. Greg suggested creating a binder with all documents and other paperwork concerning RMEHA and providing him with a copy of the binder so he can review the documents. After which a meeting will be schedule between him and the RMEHA directors to discuss various issues/questions.
- The members in attendance brought up several issues/questions to be presented to the attorney:
 - Legalities involved in the request from Lot #1 (Karthausser) to be excluded from association dues.
 - Was the exclusion of lots 3-8 from Rhodo Mountain Estates legal? Do their deeds state they are part of the association? Does the exclusion mean they are excluded solely from the road maintenance fee in which case they are still liable for their portion of other fees incurred by the association (street light, liability insurance, attorney fees, etc)? This item goes hand-in-hand with the item above.
 - Declaration states "Title to the roads & streets shown on the plots & maps of this subdivision shall be in the lot owners, subject to the right of the developer to maintain road quality." (Article IX,#13). What exactly does this mean? And again, how does that affect the request for lot #1 to be excluded?

- Again with exclusions; lot 1, section 1-C (12 acres owned by John & Arlene Portello) are shown as “Excluded” on the plot plan. What does this exclusion entail (same as lots 3-8)? If those 12 acres should be developed and Rhodo Mtn Estate roads used for egress/ingress are they still excluded from the association?
- What is required to take a proxy vote? Can non-response be decided up front by attending members to be a specific response? Can e-mail be used for a proxy vote?
- What is required to change the bylaws?
- Confirm whether association is liable for taxes from when the EIN was established or when declaration was recorded.
- Can the association impose an upfront impact fee on construction vehicles using RME roads for new construction and/or existing property construction. This fee would be collected for road maintenance.
- Do we have to accept the roads in their current condition from Rhodo Mtn. Realty Group?
- How does the 250 +/- acre convertible property (lot 2, section 2-c) figure into the association. If they use our roads to access this property do they immediately become part of our association? If the purchaser of this lot develops this property as a multi-home community including amenities (including but not confined to a pool, tennis court(s), club house, etc) are the current RME owners automatically required to pay an increased association fee to cover these amenities?
- What forms/documents are required to be filed by the association (EIN – already filed, Power of Attorney, App for recognition of Exemption, User Fee for Exempt Org Determination, etc)
- The attorney asked who owns the property on which the mail cluster boxes are located.
- The attorney will provide a rate schedule at or before the meeting.

NEW BUSINESS

Budget

- No increase to the dues was discussed at this time. We need to operate for a few months then see where we stand with plowing, insurance, attorney & other sundry fees first.

Delinquent Dues / Payment Arrangements

- Payment arrangements/plans will be made with owners delinquent in their association fees.
- Until now, Jan had been billing association fees in arrears (ie; in November 2007 we were billed for the 2007 annual fee). At the meeting we discussed the need to bill for fees in advance so that we have funds in the bank going into the winter months to cover winter road maintenance. Quarterly billing as opposed to 1

annual payment was also discussed to lessen the impact on the homeowners. No specific dates were set forth.

OPEN TOPICS

- A question was raised regarding the deed for the RME common property (particularly the roads). It does not appear that a copy of this deed was provided to RMEHA.
- Anthony Price will call Joe Ferdinand (the attorney representing Jan when the association was turned over to the homeowners) to find out; 1) What address is the association currently filed under and 2) Where is the deed for the roads?
 - Addendum 1/6/2008: The deed for the roads was subsequently found in a packet of material that had been forwarded to us by Joe Ferdinand.
- A post office box will be opened for RMEHA at a cost of \$80/year.
- The light at the bottom of Tupelo was paid through January 7, 2008 by Jan. The most recent monthly fee for this light was \$15.84. The next monthly invoice should be received shortly and will then be payable by RMEHA.

Meeting adjourned at approximately 1:30 pm.