

WINONA LAKES PROPERTY OWNERS ASSOCIATION

RESOLUTION NO: **WLPOA-11-15-2014-1**
SUBJECT: **EASEMENT LOCATION**
DATE APPROVED: **November 15, 2014**

WHEREAS, Winona Lakes is a planned community located in Middle Smithfield Township, Monroe County, Pennsylvania;

WHEREAS, units within the Winona Lakes planned community were sold subject to a uniform set of express covenants (the "Covenants"), including one that provides: "Grantor reserves the right to grant easements for utilities over, under and across a ten foot strip along the boundary lines of the premises hereby conveyed;

WHEREAS, the recorded plans for the planned community expressly reserve such a ten (10) foot utility easement and drainage easement within all lot lines in favor of the Developer/Declarant;

WHEREAS, the Winona Lakes Property Owners Association (the "Association"), is the duly organized and operating unit owners association for the Winona Lakes planned community;

WHEREAS, the Developer/Declarant has transferred the common areas in the Winona Lakes planned community to the Association;

WHEREAS, the utility and drainage easement rights are appurtenant to the common areas;

WHEREAS, the Association has succeeded the Developer/Declarant with respect to enforcing the Covenants, including the utility and drainage easements;

WHEREAS, from time to time unit owners have contested the boundary lines with respect to the Association's easement rights,

WHEREAS, for the purposes of consistency and uniformity, it is important for the Association to have a policy with respect to determining the boundary lines for its easement rights;

NOW THEREFORE, be it resolved that the following policy shall apply with respect to the Association's utility and drainage easement rights:

1. In the event that the Association needs to exercise its utility/drainage easement rights, the Association shall send, by regular mail and by certified mail with return receipt requested, to each affected unit owner, at the owner's last known address, the following: (1) a letter (the "Letter of Intent") stating the Association's intentions and the location of the Association's easement, (2) an Acknowledgment of Easement Location Form and (3) a self-addressed, postage prepaid envelope for return of the Easement Verification Form.

2. Service shall be deemed completed upon mailing so long as (1) the certified mail is claimed by return receipt or (2) the regular mail is not returned.
3. In the event that service is not accomplished via certified or regular mail, the Association shall make reasonable efforts to personally serve the unit owner(s).
4. The unit owner(s) shall have twenty (20) days from service to complete and return the Acknowledgment of Easement Location Form.
5. So long as the Acknowledgment of Easement Location Form is timely completed and returned to the Association, the Association shall immediately commence work within the easement.
6. The Association shall cause a survey to be performed to verify the location of its easement if (1) any or all affected owners fail to timely complete and return the Easement Verification Form or (2) the Association cannot make service upon an affected owner.
7. In the event that the Association is required to have a survey performed under this policy and said survey verifies the location of the Association's Easement as described in the Letter of Intent, the cost of such survey shall be charged to the unit owner(s) as an assessment, with failure to pay rendering the owner(s) as a member(s) not in good standing.
8. In the event that the Association is required to have a survey performed under this policy and said survey reveals that the location of the Association's Easement as being different than that described in the Letter of Intent, the cost of such survey shall be borne fully by the Association with no charge to the unit owner(s).
9. Any survey performed pursuant to his policy shall be and remain the Association's sole property.