

**MASTHOPE POC  
LOT PURCHASE INFORMATION PACKET**

**REVISED 05/04/11**

**Updates to list of lots for sale for:**

- ❖ **GENERAL INFORMATION ON PURCHASE OF POC OWNED PROPERTY AND MERGING OF LOTS**
- ❖ **MASTHOPE POC CONSOLIDATED ADJACENT LOT & LOT RE-SALE POLICY**
- ❖ **GENERAL INFORMATION ON PROPERTIES HELD BY PIKE COUNTY FOR TAXES**

**THIS PACKET IS FOR INFORMATIONAL PURPOSES ONLY AND NOT MEANT TO CONSTITUTE LEGAL ADVICE AND IS NOT INTENDED TO BE RELIED UPON EXCLUSIVELY BY PROSPECTIVE LOT PURCHASER. IF YOU ARE INTERESTED IN PURCHASING A LOT YOU SHOULD CONSULT AN ATTORNEY.**

**NOTICE: ANY CIRCUMSTANCE NOT EXPLICITLY COVERED BY THE POLICIES AND PROCEDURES CONTAINED HEREIN, SHALL BE SUBJECT TO REVIEW AND CLARIFICATION BY THE BOARD OF DIRECTORS. POLICIES/PROCEDURES SUBJECT TO CHANGE BY THE BOARD OF DIRECTORS.**

## **TABLE OF CONTENTS**

NOTE: At the present time Masthope is only selling lots that can be merged with another or two (2) other lots. Masthope may at this time have multiple lots available. If a prospective buyer wished to purchase a Masthope owned lot then they must acquire the adjacent lot(s). In the interest of confidentiality of our owners, Masthope will only give out names and addresses of owners for this purpose.

### **Section**

- I. **MASTHOPE POC CONSOLIDATED ADJACENT LOT & LOT RESALE POLICY**
- II. **GENERAL INFORMATION**
- III. **REQUEST TO BE PUT ON LIST FOR PURCHASE OF MASTHOPE LOT(S)**
- IV. **AGREEMENT OF SALE**
- V. **APPROVED FOR PURCHASE FORM**
- VI. **GENERAL INFORMATION ON PURCHASING NON MASTHOPE OWNED PROPERTY OUT OF PIKE COUNTY TAX CLAIM BUREAU**
- VII. **SOME FACTS YOU SHOULD CONSIDER BEFORE BUYING A LOT FROM PIKE COUNTY**
- VIII. **GLOSSARY OF TERMS**
- IX. **LIST OF MASTHOPE OWNED PROPERTIES**

## **I. MASTHOPE POC CONSOLIDATED ADJACENT LOT & LOT RESALE POLICY**

This consolidated policy supersedes any and all previous adjacent and resale lot motions, amendments, and policies. In the event of a conflict between this document and a previous policy statement, this document will prevail.

### **1. THE HISTORY OF THE ADJACENT LOT POLICY & EXPLANATION OF CATEGORY – 1 LOTS.**

The original action to reduce adjacent lot dues was initiated by the committee of the Whole on November 7, 1998, and was revised and adjusted on February 17, 2001. On September 21, 2002 the Board passed a motion to expand the number of lots eligible for reduced dues to all lots in good standing at the time, with the proviso that they be permanently merged. During the initial period, prior to September 2002, 14 Property Owners participated in the program offered under the original adjacent lot policy. These lots are classified as category-1 lots. The stipulations for these lots were that they would be eligible for a 50% reduction in dues, as long as the property was not developed or changed from its natural state in any manner. In the event that a category-1 lot is developed by the original owner, the balance of the previous three years' waived charges would become due.

The dues reduction for these lots will remain at 50% regardless of the discounts given to the other adjacent lots under the subsequent adjacent lot policy. Anyone purchasing a category-1 property will be required to pay the full dues assessment in place at the time for that property, unless the purchaser commits to combine/merge the lot in accordance with the provisions applicable to category-1 lots. The purchaser will also have the option to permanently combine/merge the lot in accordance with the provisions of the current adjacent lot policy.

All lots purchased after September 2002, will be subject to the stipulations articulated in the balance of this document.

### **2. DEFINITIONS**

**Adjacent Lot:** A lot that is contiguous to or touches a primary lot or another adjacent lot, regardless of whether the lots share the same road frontage.

**Charges:** Including, but not limited to: dues, assessments, fees, interest and penalties, etc., applied to a specific lot.

**Committee of the Whole:** the committee made up of the members at the Property Owners meeting who are entitled to vote on any issue coming up for a vote.

**Date of Sale:** The date of the Agreement of Sale, or the date of the tax sale

**Member in Good Standing:** A member who is current on all charges due on all lots owned in Masthope, including those on payment plans.

**Primary Lot:** The primary improved or unimproved lot of record on which full charges are due.

### **3. TERMS OF AGREEMENT**

Prices, formulas, and other procedures noted in this document are subject to change by Board or membership vote. However, the terms of any agreement with the POC will be governed by the terms in place when the agreement was signed.

#### **A. ADJACENT LOT POLICY**

##### **1. GENERAL APPLICATION**

Property Owners who are in good standing may opt to have their adjacent lot permanently reclassified to reduced dues/unimproved merged adjacent lot status pursuant to the terms and conditions stipulated below.

## 2. ELIGIBILITY

Property Owners must be in good standing on all properties owned in Masthope to be eligible to apply for a discount on multiple adjacent lots.

## 3. PROCEDURE FOR MERGING LOTS

- a. Parties interest in combining/merging lots should contact the POC office, or go online to masthope.org and get or download a copy of the Masthope POC Lot Purchase Information Packet. A copy of the Merged Lot Agreement is contained in this packet, along with a copy of this policy, and other important information.
- b. All Merging of Lots Agreements (contained in the Lot Purchase Information Packet) for combining/merging of lots must be submitted to the POC office for receipt and approval.
- c. The combined lots must be filed with the Township and the Pike County Recorder of Deeds. Whichever lot number is changed by the Township or Pike County will also be changed by the POC. The POC may assign a unique lot number to the merged lots.
- d. No accounts will be adjusted by the POC until the POC receives proof of a newly recorded deed showing the successful merging of the lots.

## 4. RIGHTS & RESTRICTIONS

- a. All actions to combine/merge adjacent lots will be considered as permanent changes. Permission to re-subdivide a lot which was combined/merged under this policy will require 2/3 vote of the Committee of the Whole at a general meeting for which notice of the request to re-subdivide is given. In the event that approval to re-subdivide is achieved, the balance of the previous three years' waived charges would become due.
- b. Once the lots are combined/merged, a Property Owner may utilize the combined property in the same manner as the Covenants presently allow for single lots (additions, accessory structures, driveways, etc.) The newly merged/combined lots are subject to the existing multiple lots(s) setback requirements.
- c. An application for the combining/merging of four or more lots shall be subject to Board approval on a case-by-case basis.
- d. Owners of reduced charges adjacent lots will **not** be entitled to additional membership passes, ski passes, guest passes, amenity usage, or voting rights on the reduced rate lot.

## 5. EXEMPTION OF CHARGES

- a. Any member in good standing who buys a lot or lots from Masthope, or from Pike County, and commits by written agreement to the merging or combination of the lot(s) within a six-month period, will be exempt from paying prior years' charges due at the time of the sale. Once combined the lots may not be thereafter re-subdivided without the express written consent of Masthope based upon a 2/3 vote of the membership. This restriction will be expressed in written covenant placed in the chain of title by the member by either a declaration of covenant or new deed. [The full charges will be due on a lot from the time the lot was acquired until the time merge is complete. However, once the merge is completed and documented, an account credit equal to the difference between the full dues paid and the discount in effect at the time will be issued.]
- b. No Capital Improvement Fee(s) will be imposed on any lot or lots initially purchased from Masthope or Pike County for the express purpose of combining/merging pursuant to this policy. [However, this fee may be reinstated if the purchaser fails to merge the lots in the agreed-to period of time.]
- c. Requests for extensions of the initial six-month period must be submitted in writing for approval by the Board or its designated committee or staff representative.
- d. Individual or multiple lots purchased from Pike County and **not merged** within a six-month period will be subject to the full amount of charges owed to Masthope on the property(s), as well as becoming subject to the Capital Improvement fee.
- e. Properties, which have been granted a discount or waiver of charges will become subject to all charges waived if the Property Owner becomes delinquent in the payment of charges for a period of 60 days or more.
- f. Lot purchases made by Property Owners, which do not include their primary residential lots, shall not be eligible for dues forgiveness or any reduction of the annual charges.

g. Non-Property Owners purchasing lots from Masthope or Pike County, and not committing to the combining/merging program, will **not** be eligible for the waiver of charges. However, if the lot sought for purchase is adjacent to a primary lot, the new Property Owner may apply for the reduction of charges in effect at the time.

#### **6. PURCHASER'S RESPONSIBILITY**

- a. Prospective purchasers shall be responsible for any and all expenses associated with the purchase/merge procedure, including, but not limited to: title searches, surveys, plot plan preparation, obtaining quiet title, recording fees, transfer taxes, and attorney fees.
- b. Prospective purchasers are advised that lots purchased from Masthope or Pike County may have cloudy title. The purchaser is responsible to clear the title. The Masthope POC will provide a quick claim deed with all properties sold. See the Masthope POC Lot Purchase Information Packet for more detailed information about possible risks associated with Masthope owned, or Pike County held lots.

#### **7. THE FACTS REGARDING THE MASTHOPE POC LOT SWAP PROGRAM**

Presented to the Membership at the July 8, 2006

General Membership Meeting Revised: 10/31/07

a. Property Owners with a lot that is for sale next to their property, who wish to purchase that lot and adjoin it to theirs, can approach the POC and request that the community purchase the lot on their behalf. A nonrefundable down payment of \$1,000 will be required to initiate this process. Masthope will then purchase the lot in question and sell it back to the property owner at the property owner discounted price...a net reduction of 60% of market value. Masthope will then take a lot out of the community resale lot inventory and sell it at market value thereby covering the cost of purchasing the first lot while still making a profit on the overall transaction. (Most of the POC resale lots were originally purchased at a cost \$1,000 or less and for the purpose of being used in transactions that would result in a permanently adjoined lot). Revenues from the sale of POC owned lots go back into the Lot Resale account for the purpose of funding future lot purchases in accordance with the community's long-term development plan guidelines.

NOTE: The community's long-term development plan, which has been in effect since 2000 has resulted in the acquisition of more than 450 lots, which in turn has reduced the number of available lots for new construction and has helped to improve property values, which have increased by 200% over the last four years. Average market value of lots at Masthope:

[2004 \$6,750] [2005 \$10,000] [2006 \$15,000] [2007 \$22,000]

#### **B. LOT RESALE POLICY**

##### **1. GENERAL APPLICATION**

Property Owners in good standing may apply to purchase Masthope owned lots and receive special pricing and discounts, providing the lot(s) is part of a multi-lot adjacent lot package.

##### **2. APPLICATION & NOTIFICATION**

- a. Anyone interested in purchasing a lot under this policy must register their intent in writing with the POC office, using the documents contained within the Masthope POC Lot Purchase Information Packet.
- b. Any written notification coming from the POC office, Board of Directors, or a designated committee or staff representative regarding the availability of POC owned lots must be responded to in writing within 30 days from the date on the letter or the recipient will be withdrawn from consideration and will have to reapply for renewed consideration and standing. Verbal messages left with POC staff or on POC voice mail systems will not be considered as official responses.
- c. Lots purchased in accordance with this policy, and not combined in the required six-month period, will be subject to the payment of the full primary price on each lot purchased, plus the balance of all charges that were waived or accrued during that period on each lot.

##### **3. PRICING FORMULAS & PROCEDURES**

- a. The pricing of Masthope owned lots will be set from time to time by the Board of Directors.
- b. Property Owners in good standing will be eligible for a Property Owner's discount on the purchase price of designated Masthope owned lots. The amount of the discount will be established by the Board.

c. Lots purchased from Masthope will be charged the current dues, pro-rated from the date of sale through April 30<sup>th</sup>, along with any other charges that may be payable at the time of the sale.

#### **4. SALE & RESALE RESTRICTIONS**

a. Lots purchased in accordance with this policy, and re-sold within a three-year period shall be subject to the POC's right of first refusal to buy back said lots at the original purchase price, and will be subject to the payment of the balance of all charges waived during that period.

b. All sales of POC owned lots must include an Agreement of Sale, which references and binds the buyer to the terms of this Consolidated Adjacent Lot and Lot Resale Policy, as well as the POC Lot Purchase Information Package with appropriate revision dates.

#### **5. THE POC LOT ACQUISITION FUND**

a. All revenues received from the sale of POC property will be held in an ongoing property acquisition fund. This fund shall be used for the purpose of acquiring properties for the POC, in conjunction with the POC long-term development plan, and for the payment of lot acquisition related expenses. The status of this fund shall become a regular component of the Treasurer's Report. [This fund may be dissolved at any time by a majority vote of Property Owners at a membership meeting for which notice of this intention was given..]

### **C. CURRENT PRICING FORMULA (EFFECTIVE DATE: JULY 9, 2005)**

#### **1. TERMS OF AGREEMENT**

Prices, formulas, and other procedures noted in this document are subject to change by vote of the Board of Directors or Committee of the Whole. However, the terms of any specific agreement with the POC will be governed by the terms in place when that agreement was signed, even if those terms are subsequently revised or eliminated.

#### **2. PRICING FORMULA FOR POC OWNED LOTS**

The pricing formula is established and revised by a 2/3 majority vote of the Board of Directors. The current formula to be used for the establishment of the market value of POC owned lots is as follows:

- a. The primary lot market value is established from time to time by Board motion
- b. The price of the 1<sup>st</sup> adjacent lot will be 50% of price of the primary lot.
- c. The price of the 2<sup>nd</sup> adjacent lot will be 30% of price of the primary lot.
- d. Specific lot merges of a 4<sup>th</sup>, 5<sup>th</sup>, or higher numbered lot, if approved by the Board, will be assessed at the same level as the 2<sup>nd</sup> adjacent lot.

#### **3. PROPERTY OWNER DISCOUNT ON THE RESALE PRICE OF POC LOTS.**

The Property Owner discount on POC owned lot purchases is established and revised by a 2/3 majority vote of the Board of Directors. Currently, Property Owners in good standing will be eligible for a Property Owner's discount of 20% off the lot prices established by the Board on lot purchases, providing the lot(s) is/are adjacent to a primary or another adjacent lot.

#### **4. ADJACENT LOT DUES REDUCTIONS**

The percentage of reduced charges on adjacent lots is established and revised by a majority vote of the Board of Directors as part of the annual budget process. Currently, Property Owners in good standing, who have successfully completed the merging of their adjacent lot(s) with a primary lot, will be eligible for the following reduction in charges.

- a. The dues on a first adjacent lot will be 35% of the unimproved lot charges for the current year.
- b. The dues on a 2<sup>nd</sup>, 3<sup>rd</sup>, or higher numbered adjacent lot will be 17.5% of the unimproved lot charges for the current year.

#### **5. MASTHOPE POC LOT PURCHASE INFORMATION PACKET**

All parties interested in purchasing, and or combining/merging lots in accordance with the POC Adjacent Lot and Lot Resale Policy are required to read and acknowledge in writing that they have received and understood the

terms and procedures contained within the Masthope POC Lot Purchase Information Packet, within which the Adjacent Lot and Lot Resale Policy is contained.

#### **6. McCASKEY GROUP LOTS**

By vote of the Committee of the Whole, the 214 lots, known as the McCaskey lots, which are being funded by a separate bank loan, will be governed by a separate set of policies and procedures, as distinguished from any other POC owned lots. A limited number of McCaskey group lots will be marketed individually for the purpose of repaying the outstanding balance of the loan. McCaskey group lots are not subject to the 20% Property Owner discount, the Board established market value for POC owned lots, nor any restriction on resale.

## **II. GENERAL INFORMATION**

This section has been put together for:

- A.** Property Owners wishing to buy a property adjacent to theirs, and the opportunities available to them upon the purchase of a Masthope owned property.
- B.** Property Owners or Non Property Owners wishing to purchase, or sell.

In Category “A”, a current Property Owner interested in the purchase of a Masthope POC owned property, adjacent to their property, or a Property Owner, or Non-Property Owner wishing to purchase multiple owned Masthope lots would need to follow the procedures as outlined below:

- 1.** Establish that the adjacent property is owned by Masthope and is on the POC availability list. This list can be found in this booklet, see Section IX or obtained from the POC Office, or on our web site at [www.masthope.org](http://www.masthope.org), Masthope Development Plan link.
- 2.** Once availability has been established, prices can be checked, see Section I C above, “Current Pricing Formula.” An interested Property Owner would then:
  - a.** Complete the “Request to Be Put On List of Masthope Lot(s)/Merge Agreement,” Section III. (Note: everyone who is to be on the deed must sign this application)
  - b.** Pay a \$1,000 deposit for each lot that is requested. This fee will be applied to the selling price upon closing.
- 3.** These documents are then brought before the Real Estate Committee (REC). This Committee is made up of volunteer members of the Community that are in good standing, not on the Board of Directors. This Committee meets once a month to review documented requests, and based on proper documentation, the REC will give approval of the sale of the Masthope lot(s) in question.
- 4.** If approval is given, 2 members of the REC will sign off on an “Approved for Purchase Form,” see “sample form” Section V.
- 5.** The POC Administrative office will prepare an Agreement of Sale Section IV.
- 6.** These 2 forms would then be sent to the requesting party for their signature(s). The forms must be signed by all owners who are on their deed. The names on the Approval Form need to be exactly the same as the deed on an adjoining property for the merge to be completed more smoothly.
- 7.** The Property Owner(s) have thirty (30) days to return the signed forms, with a good faith deposit of \$1,000, to the POC Office.
- 8.** Masthope retains an attorney for the sale of Masthope owned properties. There will be a separate/additional charge of \$175.00 for a POC administration fee. This fee should be sent with the good faith deposit as a separate check.
- 9.** Once these completed forms and payments are received, the forms will go to the REC Chairman and a member of the Executive Board of Directors for their signatures, after which they will be sent to Masthope’s attorney for deed preparation, etc.
- 10.** Once the deed is prepared by the attorney, a settlement arrangement will be made by the attorney.
- 11.** At settlement, the purchaser should be prepared to have a check, or other acceptable form of payment ready to pay the balance due on the property/properties being purchased.

12. The attorney will then record the newly acquired property/properties with the Pike County Recorder of Deeds, Administration Building, in Milford, PA.
13. The purchaser will be required to give proof to the POC, within those 30 days, of the new property being recorded, at which time the property will be changed in the POC records to the new owner.
14. To receive a reduction in dues on the new property, the purchaser(s), having signed and dated the Merge Agreement, will have their dues reduction prorated by the POC office, as of the date of proof of recording of the merged properties. The reduction will be given (see below, for suggestions and policies of the merging of lots) after the merge is completed, as long as the merge is completed within the 6 month time period of the deed. (Extensions can be applied for, in writing, for extenuating circumstances.)
15. If no extension is requested, the new owner will need to re-sign a new Merge Agreement and the dues reduction will not begin till the merge is completed.
16. Requests for the combining of four or more lots shall be decided by the full Board of Directors on a case-by-case basis.
17. Lots purchased in accordance with this policy, and not combined in the required six-month period, will be subject to the payment of the primary lot market value on each lot purchased, plus the balance of all charges that were waived or accrued during that period on each lot.
18. The POC will retain the right of first refusal.
19. Lots purchased, and not merged, under this policy cannot be resold without the approval of the Board of Directors. The POC retains the right to repurchase the lot at the original sale price for a period of 3 years.

For any additional information, or changes to these procedures, please contact the POC office.

The following items may not be in exact chronological order, however they are meant to inform each prospective Property Owner desiring to merge lots what some of the procedures are. It is our recommendation that an attorney be consulted because some of the procedures are legally complicated.

- a. Seek advice from a local attorney, perhaps contracting him/her to handle the matter.
- b. Masthope maintains a list of attorneys offering discounted prices for Property Owners to undertake an action of quiet title. Refer to the Masthope Property Owners' Handbook for local service providers such as surveyors, lawyers, etc.
- c. Contact the Township code official, Mr. James Dolan, to direct you through part of the process.
- d. If attaching to improved property or putting up a home on merged properties. Contract with a surveyor to have the property surveyed in its entirety, and to have the internal lot lines deleted.
- e. If you are planning to build a dwelling on the merged lots, now is the opportunity to have the surveyor plot the structure on the new survey. This will save you expenses in the future.
- f. Check with the Township and/or the Pike County Tax Office for the amount of the reduction of taxes.
- g. Check with Masthope for application of adjacent lot dues reduction.
- h. Check with Water and Sewer Company for any fees/arrears due them, and also for a possible reduction of sewer and water fees.
- i. Submit new deed with commended lot lines detailed to:
  - a. Lackawaxen Township Code Official
  - b. Pike County Recorder of Deeds
  - c. Secure a set of building permit applications from the township, and also from the Masthope POC if construction is planned.
- j. Contact telephone numbers:
  - a. Masthope POC Administrative Office 570-685-4790, [Masthope@ltis.net](mailto:Masthope@ltis.net),
  - b. Mr. James Dolan, Township Code Official-685-7288
  - c. Pike County Recorder of Deeds (570) 296-3508, <http://www.pikepa.org/recorder.htm>
  - d. Development Plan Committee e-mail: [MHDP@masthope.org](mailto:MHDP@masthope.org)



**MASTHOPE MOUNTAIN COMMUNITY**  
**PROPERTY OWNERS COUNCIL**  
 HC1 IA353  
 LACKAWAXEN, PA 18435  
 PHONE (570) 685-4790 \* FAX# (570) 685-2701  
 E-mail: [Masthope@ltis.net](mailto:Masthope@ltis.net) Web site: [www.masthope.org](http://www.masthope.org)

**III. Request to be put on List for Purchase of Masthope Lot(s) Merging of Lots Agreement**

I, the undersigned hereby attest that I have read and understand the MASTHOPE POC CONSOLIDATED ADJACENT LOT & LOT RE-SALE POLICY and hereby agree to the merging of the Masthope lots, if purchase of the Masthope POC lot(s) is granted. I also understand that no title search has been done on this Masthope property. The purchaser of this property will be responsible to clear up any title problems that may exist on this property. Masthope recommends that prior to purchase, the interested party have the title searched.

I also understand that there is a \$1,000.00 primary deposit due, per lot requested, that must be received within 30 days of receivership of this document.

If I get approved to purchase the Masthope lots, I agree to record deed received within 2 weeks. I also understand that I will have 6 months, from date of receivership of deed, to complete the merging of the lot(s) purchased from Masthope with my lot and/or 2<sup>nd</sup> and 3<sup>rd</sup> (if applicable) Masthope lot purchased. Pursuant to REC rules, if this signed agreement and administration fees are not received by the POC within 30 days, I understand that my name will be removed from the Lot Request List.

Please confirm lot(s) interested in: \_\_\_\_\_

Cost of Masthope Lot# \_\_\_\_\_ for Property Owner is \_\_\_\_\_ plus \$175 Administration Fee.

Please Print or Type: \_\_\_\_\_  
(Full Name – Owner 1)

Street Address: \_\_\_\_\_

City, State and Zip: \_\_\_\_\_

Please Sign: \_\_\_\_\_ Date Signed: \_\_\_\_\_  
(Full Name)

Please Print or Type: \_\_\_\_\_  
(Full Name – Owner 2)

Please Sign: \_\_\_\_\_ Date Signed: \_\_\_\_\_  
(Full Name)

Please Print or Type: \_\_\_\_\_  
(Full Name – Owner 3)

Please Sign: \_\_\_\_\_ Date Signed: \_\_\_\_\_  
(Full Name)



**MASTHOPE MOUNTAIN COMMUNITY  
PROPERTY OWNERS COUNCIL  
HC1 IA353  
LACKAWAXEN, PA 18435  
PHONE (570) 685-4790 \* FAX# (570) 685-2701  
E-mail: [Masthope@ltis.net](mailto:Masthope@ltis.net) Web site: [www.masthope.org](http://www.masthope.org)**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone

\_\_\_\_\_  
(Date)

In regards to your request to be put on the list to purchase a Masthope owned property; below is an agreement to merge your lot with the Masthope lot you requested. This agreement will need to be signed to be considered by the Real Estate Committee (REC) to purchase the lot(s) requested. If you are still interested in purchasing lot(s) \_\_\_\_\_, please complete this form, and return it within 30 days of the date of this letter. If this signed agreement is not received by the POC within the 30 days of the date of this letter, please understand that your name will be removed from the Lot Request List. You would be able to reapply and that date will be used on a first come/first served basis.

The purchase price of the lots, for a Masthope Property Owner, would be \$ \_\_\_\_\_, upon signing the Merge Agreement with Masthope the price of the property would be reduced to \$ \_\_\_\_\_, A \$1,000.000 good faith deposit and a \$175.00 administration fee for deed preparation, etc. would need to be received with this signed document. The balance of \$ \_\_\_\_\_ will need to be paid upon receiving of the quit claim deed from Masthope.

If you need further information on the process of purchasing a Masthope Owned Property, please request a **"MASTHOPE POC CONSOLIDATED ADJACENT LOT & LOT RE-SALE POLICY."**

**Merging of Lots Agreement**

I, the undersigned hereby attest that I have read and understand **MASTHOPE POC CONSOLIDATED ADJACENT LOT & LOT RE-SALE POLICY**. I further understand that I have 6 months from this day to complete the merging of lots \_\_\_\_\_, \_\_\_\_\_. I, the undersigned, hereby agree t the merging of the Masthope lot(s), with my current lot owned (if applicable), if purchase of the Masthope POC lot(s) is granted.

If I am approved to purchase the Masthope lot(s), I understand that I will have 6 months from the date of receivership of Quit Claim Deed to complete the merging of with my lot and the lot(s) purchased from Masthope. Pursuant to REC rules, if this signed agreement is not received by the POC within the 30 days of the date of this letter, I understand that my name will be removed from the Lot Request List.

Please confirm lot(s) interested in: \_\_\_\_\_

Please Print or Type: \_\_\_\_\_  
(Full Name – Owner 1)

Please Sign: \_\_\_\_\_  
(Full Name)

Please Print or Type: \_\_\_\_\_  
(Full Name – Owner 2)

Please Sign: \_\_\_\_\_

**V. AGREEMENT OF SALE**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, in the year two thousand seven (2007).  
BETWEEN **MASTHOPE MOUNTAIN COMMUNITY PROPERTY OWNER'S COUNSEL,**  
Sellers

AND

\_\_\_\_\_  
Buyers

**WITNESSETH**

THAT the said Sellers, in consideration of the covenants and agreements hereinafter contained, on the part of the said Buyers to be kept and performed, they agreed and do hereby agree to sell and convey unto the said Buyers, their heirs or assigns, all the land and premises hereinafter mentioned and fully described, for the sum of \_\_\_\_\_ (\$\_\_\_\_\_ .00) to be paid as follows:

Deposit received:	\$ _____ .00
Upon execution of this Agreement:	\$ _____ .00
Cash or Certified Check at Closing:	\$ _____ .00

And the said Buyers also agree to pay all taxes that may be levied upon said land from and after closing. Closing shall be accomplished by mail, unless otherwise agreed upon.

AND upon the payment of the said sum, the said Sellers will, at closing, make, execute and deliver to the said Buyers, a good and sufficient DEED for premises.

AND IT IS FURTHER AGREED, by and between the said parties that possession of said premises shall be delivered to the Buyers, their heirs, or assigns, on or about the:

\_\_\_\_\_ day of \_\_\_\_\_, 2005.

The said premises are described as follows: \_\_\_\_\_

Sellers agree to release all liens they maintain against said property and will execute all forms necessary to effectuate insurable title; Sellers, however, reserve the right to seek execution of judgment against prior owners of the property.

The risk of loss or damage to the premises by fire, casualty, Act of God or otherwise, is assumed by the Seller until title passes to the Buyers.

State and Local Documentary Realty Stamps shall be paid by the Buyers.

This Agreement is made under and subject to any pole line rights of way, including both electric pole line rights of way and telephone pole line rights of way in relation thereto. Sellers make no representations as to the quality or insurability of the title being conveyed. Buyers are strongly encouraged to conduct a full title search on the property before consolidating the same with another property or before building on the same. Sellers have not conducted a search on the property and cannot warrant the title.

Buyers acknowledge that a quit claim deed or an action to quiet title may be required to ensure the title is clear and insurable with a title insurance company.

Neither this Agreement nor any term or provision hereof may be amended, changed, waived, discharged or terminated orally, but only by an instrument in writing, signed by the party against which the enforcement if the amendment, change, waiver, discharge or termination is sought.

This Agreement shall be construed and enforced according to the laws of the Commonwealth of Pennsylvania.

This Agreement shall be binding upon and shall inure to the benefit of, the respective parties and their successors and assigns, except that no assignment hereof by the Buyers shall be permitted without the written consent of Seller.

This Agreement is contingent upon the Buyer subsequently performing a lot consolidation of this property and his own after conveyance from Seller, unless otherwise stated with Seller. This provision shall survive closing, as the Buyer is receiving a reduced purchase price based upon this condition. Should the lot consolidation not occur within 6 months of the transfer of the property, and the Buyer has not provided adequate grounds for failing to do

so (i.e. and Action to Quiet Title being commenced or underway), the Seller reserves the right to demand the additional consideration of \$ \_\_\_\_\_ .00. Said additional consideration shall be filed by way of confession of judgment with no right to hearing or notice to be heard against Buyer in the Pike County Prothonotary's Office.

Buyer agrees that should he attempt to sell this property within three years from the date of closing, Seller retains a right to repurchase the property at the agreed upon sale price of this agreement.

The Buyer(s) agree to be bound by the provisions stipulated in the "Masthope POC Consolidated Adjacent Lot & Lot Resale Policy, revised 10/1/05 and the Masthope POC Lot Purchase Information Packet."

This Agreement has been read by the parties hereto, fully explained to them and they understand the contents hereof.

This Agreement constitutes the entire agreement and there are no outside promises, warranties or assurances that either party has made that is not documented in this Agreement. The representations and covenants made in this agreement shall survive closing.

Additional conditions of sale: lots shall be combined into one parcel if Buyer does not currently own property in Masthope Community. Lots shall be combined within six months after conveyance unless otherwise agreed to by the association.

IN WITNESS WHEREOF, the said parties to this Agreement have hereunto set their hands and seals the day and year first above written.

SIGNED, SEALED AND  
DELIVERED IN THE  
PRESENCE OF:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Buyer



## **VI. GENERAL INFORMATION ON PURCHASING NON MASTHOPE OWNED PROPERTY OUT OF PIKE COUNTY TAX CLAIM BUREAU**

For Masthope properties taken for taxes contact: Milford Tax Claim Bureau, 506 Broad Street, Milford, PA, 570-296-3407

### **A. TAX SALES IN THE COMMONWEALTH OF PENNSYLVANIA**

1. Upset Sale – The “upset sale” is the first sale held by the Tax Claim Bureau as a result of delinquent real estate taxes. There is a minimum bid, which is the “upset sale price.” The upset sale price consists of the amount of the unpaid real estate tax, any tax liens due the Commonwealth, and any taxes accrued for the current year whether or not returned to the Tax Claim Bureau, the costs of sale, and any other municipal claims. 72P.S.Section 5860.605

An upset sale will not divest liens. 5860.609. Any sale is therefore subject to all mortgages and judgments.

2. Judicial Sale – If the property is not sold at an upset sale, the Tax Claim Bureau may petition the Court to hold a judicial sale. The petition must be filed with the Court averring that the property was exposed at upset sale and that no bids were made sufficient to pay the upset price. All lien holders and taxing bodies must be served with the Petition which is in the form of a Rule to show Cause. If there are no objections, the Court may proceed to schedule the judicial sale. 5860.610.612.

Property purchased at a judicial sale should be free and clear of all mortgages and/or judgments if the Petition was properly served.

A judicial sale will divest liens, so long as there is proper service of the Petition and Rule to Show cause on all those holding claims. 5860.612. Sale is “to the highest bidder,” however, the Court may order that the minimum bid must be for the Tax Claim Bureau’s costs.

3. Repository Sale – All properties exposed to sale at judicial sale, which are not purchased automatically, go to a “repository for unsold properties.” The Tax Claim Bureau must maintain a list of properties in this category. 5860.626. The Tax Claim Bureau may accept an offer of any price for property placed in the “repository for unsold properties” without Court approval and without published notice of sale. Properties coming out of the repository are free and clear of all liens except ground rents, i.e., and the same title that comes out of the judicial sale.

## **VII. SOME FACTS YOU SHOULD CONSIDER BEFORE BUYING A LOT FROM PIKE COUNTY**

Pike County offers for sale to the public, properties that have been forfeited by their owners for delinquent real estate taxes.

From time to time Masthope lots are included in the Pike County Tax Sales. These are available for purchase. It is necessary to attend the sale, or have a representative attend, to acquire such a property.

Notwithstanding, a purchaser should be careful when buying a Tax Sale lot. If the previous owner did not have a good title, good title will not pass by merit of the sale to the new buyer. Additionally, the rules pertaining to the sale of properties for delinquent taxes must have been strictly complied with in order for lien divestiture to be effective. For this reason, a party interested in buying a Tax Sale lot should consult an attorney and/or conduct a title search prior to purchase. An attorney can be engaged to file an “Action to Quiet Title” which may remedy any irregularities in the sale or chain of title. Lenders and title companies usually require an “Action to Quiet Title” prior to loaning money against the property. Additionally, a subsequent buyer may also require an “Action to Quiet Title.”

**NOTE:**

THE ABOVE STATEMENT IS NOT INTENDED TO CONSTITUTE LEGAL ADVICE AND SHOULD NOT BE RELIED UPON AS SUCH. IF YOU ARE INTERESTED IN BUYING A TAX SALE LOT, YOU SHOULD CONSULT AND OBTAIN LEGAL ADVICE FROM YOUR ATTORNEY.

AS A PART OF THE MASTHOPE POC LONG-TERM DEVELOPMENT PLAN, THE POC IS ACTIVELY BIDDING ON AND PURCHASING MASTHOPE LOTS OUT OF THE PIKE COUNTY REPOSITORY. CONSEQUENTLY, IT IS NOW POSSIBLE FOR PERSPECTIVE BUYERS TO PURCHASE MASTHOPE LOTS DIRECTLY FROM THE POC.

**VIII. GLOSSARY OF TERMS**

**A. Lien:**

A lien is a legal obligation which affects title to real property. A lien is usually in the form of a mortgage, judgment or unsatisfied tax or municipal obligation. In order for such an obligation to constitute a lien on property, document evidencing such obligation must ordinarily be filed of record at the appropriate county office. Mortgages are recorded in the Recorder's Office, while judgments are recorded in the Prothonotary's Office. Additionally, the Pike County Tax Claim Bureau maintains a record of unpaid real property taxes. Generally, if a property is purchased without a lien being satisfied, the lien continues on the property and the new purchaser takes the property subject to the lien.

**B. Title Search:**

A title search is a search of all of the relevant records found in the County offices in order to determine if there are any liens which affect the property, and whether the current owner has clear title. Title to the property can be encumbered by matters other than liens. For instance, the property may be affected by easements for power lines, or water and sewer lines. The title search also determines whether the purported owner does in fact own the property. A title search usually covers a period of sixty (60) years.

**C. Quit Claim Deed:**

A Quit Claim Deed is a Deed whereby the present owner of the property conveys the property to a third party, without any representations or warranties as to the quality of the title. When a purchaser takes a Quit Claim Deed, they are taking whatever title the previous owner had to the property. The previous owner makes no representations or warranties that the title to the property is good.

**D. Quiet Title Action:**

A legal action filed in Court in order to eliminate a title problem which may affect a particular property. In the context of properties which have gone through a tax sale, a Quiet Title Action is usually filed in order to thoroughly divest the former owner's interest in the property. In this context, a Quiet Title Action is usually served on the previous owner of the property who is given an opportunity to contest the new owner's claims to title in Court. Such actions are rarely defended and usually conclude with an Order of court providing that the present owner has good title to the property and that the former owner has no title or claims on the property whatsoever.

**E. Prothonotary:**

In the Commonwealth of Pennsylvania, the Prothonotary is an elected officer who is responsible for maintaining an office in order to record and keep records of all county legal proceedings, including the filing of civil lawsuits and judgments. In other states, the Prothonotary is more commonly known as a Clerk of Courts.

**F. Office of the Recorder:**

The Office of the Recorder in the Commonwealth of Pennsylvania is an elected position. The Recorder is in charge of maintaining records pertaining to the conveyances of real property in the County. All deeds and mortgages are recorded in the Recorder's Office.

**G. Tax Claim Bureau:**

The Tax Claim Bureau is another County office responsible for the collection of delinquent real property taxes. The function of the Tax Claim Bureau is to conduct the upset sales, judicial sales and repository sales set forth above.

**H. Agreement of Sale:**

A document that specifies the terms under which ownership of real (tangible) or intangible property or assets are conveyed from one owner to another. Terms covered by the sales agreement can include price, timing of the transaction and any assets or liabilities that are packaged with the item(s) being sold.

**IX. LIST OF MASTHOPE OWNED PROPERTIES – Lots in moratorium per Board of Directors**