

00-374-CD  
TREASURE LAKE PROPERTY OWNERS \_vs- SHARON KESTLER

COURT OF COMMON PLEAS  
 Clearfield County, PA  
 JUDICIAL DISTRICT  
 Patrick N. Ford  
 Magistral District No. 46-3-01

FROM

DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No.

00-374-00

## NOTICE OF APPEAL

Notice is given that the appellant has filed in the above Court of Common Pleas an appeal from the judgment rendered by the District Justice on the date and in the case mentioned below.

NAME OF APPELLANT Sharon Kestler		MAG. DIST. NO. OR NAME OF D.J. Patrick N. Ford	
ADDRESS OF APPELLANT 5712 Iroquois Avenue	CITY Harborcreek	STATE PA	ZIP CODE 16421
DATE OF JUDGMENT 3-7-2000	IN THE CASE OF (Plaintiff) Treasure Lake Property, Owners		(Defendant) Sharon Kestler
CLAIM NO. CV 19 0000078 - 00 LT 19	SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT		

This block will be signed ONLY when this notation is required under Pa. R.C.P.J.P. No. 1008B.

This Notice of Appeal, when received by the District Justice, will operate as a SUPERSEDEAS to the judgment for possession in this case.

Signature of Prothonotary or Deputy

If appellant was Claimant (see Pa. R.C.P.J.P. No. 1001(6) in action before District Justice, he MUST FILE A COMPLAINT within twenty (20) days after filing his NOTICE of APPEAL.

## PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

(This section of form to be used ONLY when appellant was DEFENDANT (see Pa. R.C.P.J.P. No. 1001(7) in action before District Justice. IF NOT USED, detach from copy of notice of appeal to be served upon appellee).

PRAECIPE: To Prothonotary

Enter rule upon Treasure Lake Property Owners, appellee(s), to file a complaint in this appeal  
 Name of appellee(s)

(Common Pleas No. 00-374-00) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

RULE: To Treasure Lake Property Owners, appellee(s)  
 Name of appellee(s)

Signature of appellant or his attorney or agent

(1) You are notified that a rule is hereby entered upon you to file a complaint in this appeal within twenty (20) days after the date of service of this rule upon you by personal service or by certified or registered mail.

(2) If you do not file a complaint within this time, a JUDGMENT OF NON PROS WILL BE ENTERED AGAINST YOU.

(3) The date of service of this rule if service was by mail is the date of mailing.

Date: March 27, 2000

Signature of Prothonotary or Deputy

FILED

MAR 27 2000

William A. Shaw  
 Prothonotary

**PROOF OF SERVICE OF NOTICE OF APPEAL AND RULE TO FILE COMPLAINT**

*(This proof of service MUST BE FILED WITHIN TEN (10) DAYS AFTER filing the notice of appeal. Check applicable boxes)*

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF \_\_\_\_\_, ss

**AFFIDAVIT:** I hereby swear or affirm that I served

☐ a copy of the Notice of Appeal, Common Pleas No. \_\_\_\_\_, upon the District Justice designated therein on  
(date of service) \_\_\_\_\_, 19\_\_\_\_, ☐ by personal service ☐ by (certified) (registered) mail, sender's  
receipt attached hereto, and upon the appellee, (name) \_\_\_\_\_, on  
\_\_\_\_\_, 19\_\_\_\_ ☐ by personal service ☐ by (certified) (registered) mail, sender's receipt attached hereto.

☐ and further that I served the Rule to File a Complaint accompanying the above Notice of Appeal upon the appellee(s) to  
whom the Rule was addressed on \_\_\_\_\_, 19\_\_\_\_, ☐ by personal service ☐ by (certified) (registered)  
mail, sender's receipt attached hereto.

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Signature of official before whom affidavit was made

\_\_\_\_\_  
Title of official

My commission expires on \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Signature of affiant

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

**46-3-01**

DJ Name: Hon.

**PATRICK N. FORD**

Address: **109 NORTH BRADY STREET  
P.O. BOX 452  
DUBOIS, PA**

Telephone: **(814) 371-5321 15801**

**PATRICK N. FORD  
109 NORTH BRADY STREET  
P.O. BOX 452  
DUBOIS, PA 15801**

**NOTICE OF JUDGMENT/TRANSCRIPT  
CIVIL CASE**

PLAINTIFF:

NAME and ADDRESS

**TREASURE LAKE PROPERTY OWNERS  
13 TREASURE LAKE  
DUBOIS, PA 15801**

VS.

DEFENDANT:

NAME and ADDRESS

**KESTLER, SHARON  
5712 IROQUOIS AVE  
HARBOR CREEK, PA 16421**

Docket No.: **CV-0000078-00**

Date Filed: **1/25/00**



**THIS IS TO NOTIFY YOU THAT:**

Judgment:

**DEFAULT JUDGMENT PLTF**

☒ Judgment was entered for: (Name) **TREASURE LAKE PROPERTY OWNERS**

☒ Judgment was entered against: (Name) **KESTLER, SHARON**

in the amount of \$ **3,829.57** on: (Date of Judgment) **3/07/00**

☐ Defendants are jointly and severally liable. (Date & Time) \_\_\_\_\_

☐ Damages will be assessed on:

☐ This case dismissed without prejudice.

☐ Amount of Judgment Subject to Attachment/Act 5 of 1996 \$ \_\_\_\_\_

☐ Levy is stayed for \_\_\_\_\_ days or ☐ generally stayed.

☐ Objection to levy has been filed and hearing will be held:

Amount of Judgment	\$ <u><b>3,762.07</b></u>
Judgment Costs	\$ <u><b>67.50</b></u>
Interest on Judgment	\$ <u><b>.00</b></u>
Attorney Fees	\$ <u><b>.00</b></u>
<b>Total</b>	<b>\$ <u><b>3,829.57</b></u></b>
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
	=====
<b>Certified Judgment Total</b>	<b>\$ _____</b>

Date:	Place:
Time:	

**ANY PARTY HAS THE RIGHT TO APPEAL WITHIN 30 DAYS AFTER THE ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. YOU MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH YOUR NOTICE OF APPEAL.**

**3700** Date **Patrick N. Ford**, District Justice

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.

\_\_\_\_\_ Date \_\_\_\_\_, District Justice

My commission expires first Monday of January,

**2006**

SEAL

FILED

MAR 27 2000  
William A. Shaw  
Prothonotary  
cc to atty Parks

00-374-00

**PROOF OF SERVICE OF NOTICE OF APPEAL AND RULE TO FILE COMPLAINT**

(This proof of service **MUST BE FILED WITHIN TEN (10) DAYS AFTER** filing the notice of appeal. Check applicable boxes)

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF ERIE ; ss

**AFFIDAVIT:** I hereby swear or affirm that I served

☒ a copy of the Notice of Appeal, Common Pleas No. 00-374, upon the District Justice designated therein on (date of service) March 29, 2000, ☐ by personal service ☒ by (certified) (registered) mail, sender's receipt attached hereto, and upon the appellee, (name) Treasure Lake Property Owners, on March 29, 2000 ☐ by personal service ☒ by (certified) (registered) mail, sender's receipt attached hereto.

☒ and further that I served the Rule to File a Complaint accompanying the above Notice of Appeal upon the appellee(s) to whom the Rule was addressed on March 29, 2000, ☐ by personal service ☒ by (certified) (registered) mail, sender's receipt attached hereto.

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME  
THIS 29 DAY OF March, 2000, ss

[Signature]  
Signature of official before whom affidavit was made

Notary Public  
Title of official

My commission expires on \_\_\_\_\_, 19\_\_\_\_.

[Signature]  
Mary Therese Craig  
Signature of affiant

Notarial Seal  
Kimberly A. Siegel, Notary Public  
Erie, Erie County  
My Commission Expires Aug. 27 2001

**FILED**

MAR 31 2000

William A. Snaw  
Prothonotary

## COURT OF COMMON PLEAS

Clearfield County, PA

JUDICIAL DISTRICT

Patrick N. Ford

Magistral District No. 46-3-01

FROM

DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No:

00-374-00

## NOTICE OF APPEAL

Notice is given that the appellant has filed in the above Court of Common Pleas an appeal from the judgment rendered by the District Justice on the date and in the case mentioned below.

NAME OF APPELLANT <b>Sharon Kestler</b>		MAG. DIST. NO. OR NAME OF D.J. <b>Patrick N. Ford</b>	
ADDRESS OF APPELLANT <b>5712 Iroquois Avenue</b>		CITY <b>Harborcreek</b>	STATE <b>PA</b>
		ZIP CODE <b>16421</b>	
DATE OF JUDGMENT <b>3-7-2000</b>	IN THE CASE OF (Plaintiff) <b>Treasure Lake Property, Owners</b>		(Defendant) <b>Sharon Kestler</b>
CLAIM NO. <b>CV 19 0000078 - 00</b> <b>LT 19</b>	SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT		

This block will be signed ONLY when this notation is required under Pa. R.C.P.J.P. No. 1008B.

This Notice of Appeal, when received by the District Justice, will operate as a SUPERSEDEAS to the judgment for possession in this case.

\_\_\_\_\_  
Signature of Prothonotary or Deputy

If appellant was Claimant (see Pa. R.C.P.J.P. No. 1001(6) in action before District Justice, he MUST FILE A COMPLAINT within twenty (20) days after filing his NOTICE of APPEAL.

## PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

(This section of form to be used ONLY when appellant was DEFENDANT (see Pa. R.C.P.J.P. No. 1001(7) in action before District Justice. IF NOT USED, detach from copy of notice of appeal to be served upon appellee).

PRAECIPE: To Prothonotary

Enter rule upon Treasure Lake Property Owners, appellee(s), to file a complaint in this appeal  
Name of appellee(s)

(Common Pleas No. 00-374-00) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

RULE: To Treasure Lake Property Owners, appellee(s)  
Name of appellee(s)

\_\_\_\_\_  
Signature of appellant or his attorney or agent

(1) You are notified that a rule is hereby entered upon you to file a complaint in this appeal within twenty (20) days after the date of service of this rule upon you by personal service or by certified or registered mail.

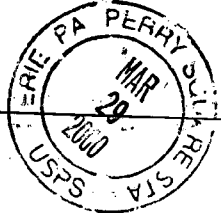
(2) If you do not file a complaint within this time, a JUDGMENT OF NON PROS WILL BE ENTERED AGAINST YOU.

(3) The date of service of this rule if service was by mail is the date of mailing.

Date: March 27, 19x 2000

\_\_\_\_\_  
Signature of Prothonotary or Deputy

P 971 946 571

RETURN RECEIPT SERVICE	POSTAGE		POSTMARK OR DATE 
	RESTRICTED DELIVERY		
	CERTIFIED FEE + RETURN RECEIPT		
	TOTAL POSTAGE AND FEES		
SENT TO:		NO INSURANCE COVERAGE PROVIDED NOT FOR INTERNATIONAL MAIL (SEE OTHER SIDE)	
Treasure Lake Property Owners 13 Treasure Lake DuBois, PA 15801			

PLACE STICKER AT TOP OF ENVELOPE TO  
THE RIGHT OF RETURN ADDRESS.

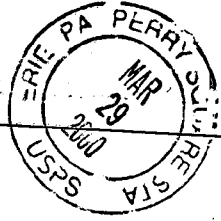
PS FORM 3800

US Postal Service

Receipt for  
Certified Mail

IMPORTANT!

P 975 396 172

RETURN RECEIPT SERVICE	POSTAGE		POSTMARK OR DATE 
	RESTRICTED DELIVERY		
	CERTIFIED FEE + RETURN RECEIPT		
	TOTAL POSTAGE AND FEES		
SENT TO:		NO INSURANCE COVERAGE PROVIDED NOT FOR INTERNATIONAL MAIL (SEE OTHER SIDE)	
District Justice Patrick Ford 109 North Brady Street P. O. Box 452 DuBois, PA 15801			

PLACE STICKER AT TOP OF ENVELOPE TO  
THE RIGHT OF RETURN ADDRESS.

PS FORM 3800

US Postal Service

Receipt for  
Certified Mail

IMPORTANT!



FILED

MAR 31 2000

m/l/s/rd cc

William A. Snaw

Prothonotary

*WLS*

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

**46-3-01**

DJ Name: Hon.

**PATRICK N. FORD**

Address: **109 NORTH BRADY STREET**

**P.O. BOX 452**

**DUBOIS, PA**

Telephone: **(814) 371-5321** **15801**

**PATRICK N. FORD**  
**109 NORTH BRADY STREET**  
**P.O. BOX 452**  
**DUBOIS, PA 15801**

**NOTICE OF JUDGMENT/TRANSCRIPT  
CIVIL CASE**

PLAINTIFF:

NAME and ADDRESS

**TREASURE LAKE PROPERTY OWNERS**  
**13 TREASURE LAKE**  
**DUBOIS, PA 15801**

VS.

DEFENDANT:

NAME and ADDRESS

**KESTLER, SHARON**  
**5712 IROQUOIS AVE**  
**HARBOR CREEK, PA 16421**

Docket No.: **CV-0000078-00**  
Date Filed: **1/25/00**



**THIS IS TO NOTIFY YOU THAT:**

Judgment:

**DEFAULT JUDGMENT PLTF**

**00-374-00**

☒ Judgment was entered for: (Name) **TREASURE LAKE PROPERTY OWNERS**

☒ Judgment was entered against: (Name) **KESTLER, SHARON**

in the amount of \$ **3,829.57** on: (Date of Judgment) **3/07/00**

☐ Defendants are jointly and severally liable. (Date & Time) \_\_\_\_\_

☐ Damages will be assessed on: \_\_\_\_\_

☐ This case dismissed without prejudice.

☐ Amount of Judgment Subject to Attachment/Act 5 of 1996 \$ \_\_\_\_\_

☐ Levy is stayed for \_\_\_\_\_ days or ☐ generally stayed.

☐ Objection to levy has been filed and hearing will be held: \_\_\_\_\_

Amount of Judgment	\$ <b>3,762.07</b>
Judgment Costs	\$ <b>67.50</b>
Interest on Judgment	\$ <b>.00</b>
Attorney Fees	\$ <b>.00</b>
<b>Total</b>	<b>\$ 3,829.57</b>
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
<b>Certified Judgment Total</b>	<b>\$ _____</b>

**FILED**

Date:	Place:
Time:	

APR 06 2000  
m/11:30 am  
William A. Shaw  
Prothonotary

ANY PARTY HAS THE RIGHT TO APPEAL WITHIN 30 DAYS AFTER THE ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. YOU MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH YOUR NOTICE OF APPEAL.

**3700** Date **Patrick N. Ford**, District Justice

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.  
\_\_\_\_\_, District Justice

My commission expires first Monday of January,

**2006**

SEAL

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF CLEARFIELD:

PA 98-18  
CIVIL COMPLAINT

Mag. Dist. No: 46-3-01  
O.J. Name Hon.: Patrick N. Ford  
Address: 109 N. Brady Street  
P.O. Box 452  
DuBois, PA 15801

Plaintiff: Name and Address  
[ Treasure Lake Property Owners Association ]  
[ 13 Treasure Lake ]  
[ DuBois, PA 15801 ]

vs.

Telephone: (814) 371-5321

Defendant: Name and Address  
[ Sharon Kestler ]  
[ 5712 Iroquois Avenue ]  
[ Harbor Creek, PA 16421 ]

Please Deliver Within Five (5) Days

[ ]  
[ ]  
[ ]

Docket No.:  
Date Filed: CV 78 00

	Amount	Date Paid
Filing Costs	\$	/ /
Serving Costs	\$	/ /
Total	\$	/ /



TO THE DEFENDANT: Sharon Kestler

The Above named Plaintiff(s) asks judgment against you for \$3,762.07 together with costs upon the following claim (civil Fines must include citation of the statute or ordinance violated):

Defendant(s) owns and/or occupied a lot located in Treasure Lake Property Owners Association. Plaintiff Treasure Lake Property Owners Association provides various services to members of the Treasure Lake Property Owners Association. The association is comprised of all residents of the Treasure Lake Community. The above Defendant(s) reside and/or are members of the community. As unit members/owners in Treasure Lake, annual dues are assessed in accordance with the by laws/articles of The Treasure Lake Property Owners Association. Despite repeated demands and requests, the above Defendant(s) have failed to pay dues outstanding and/or in arrears in the amount of \$3,762.07.

WHEREFORE, Plaintiff demands judgment against the Defendant in the amount of \$3,762.07, with interest, costs, and reasonable attorney's fees.

I, CRAIG B. SOBEL, Esq. verify that the facts set forth in this complaint are true and correct to the best of my knowledge, information and belief. This statement is made subject to the penalties of §4904 of the Crimes Code (18) P.A.S.C.A. §4904 related to unsworn falsification to authorities.

  
(Signature of Plaintiff or Authorized Agent)

Plaintiff's  
Attorney: CRAIG B. SOBEL, ESQ.  
Telephone: (215) 893-1458

Address: THE BELLEVUE, STE. 920, 200 S. BROAD ST.  
PHILADELPHIA, PENNSYLVANIA 19102

IF YOU INTEND TO ENTER A DEFENSE TO THIS COMPLAINT, NOTIFY THIS OFFICE IMMEDIATELY AT THE ABOVE TELEPHONE NUMBER, YOU MUST APPEAR AT THE HEARING AND PRESENT YOUR DEFENSE. UNLESS YOU DO, JUDGMENT WILL BE ENTERED AGAINST YOU BY DEFAULT.

If you have a claim against the plaintiff which is within district justice jurisdiction and which you intend to assert at the hearing, you must file it on a complaint form at this office at least five (5) days before the date set for the hearing. If you have a claim against the plaintiff which is not within district justice jurisdiction, you may request information for this office as to the procedures you may follow. IF YOU ARE DISABLED AND REQUIRE ASSISTANCE, PLEASE CONTACT THE MAGISTERIAL DISTRICT OFFICE AT THE ADDRESS ABOVE.

Craig B. Sobel, Esquire  
Attorney I.D. #60206  
THE BELLEVUE - Suite 920  
200 South Broad Street  
Philadelphia, PA 19102  
(215) 893-1458

PA98-18

Attorney for Plaintiff

Treasure Lake Prop Owners Assoc.  
13 Treasure Lake  
Dubois Pa. 15801

Plaintiff

vs.

Sharon Kestler  
5712 Iroquois Avenue  
Harbor Creek, Pa. 16421

Defendant

COURT OF COMMON PLEAS

CLEARFIELD COUNTY  
COMPLAINT -  
CIVIL ACTION

No. 00-374-CD

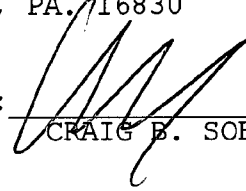
**NOTICE**

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

LAWYER REFERRAL SERVICE  
CLEARFIELD COUNTY BAR ASSOCIATION  
CLEARFIELD COUNTY COURTHOUSE  
CLEARFIELD, PA. 16830

BY:

  
CRAIG B. SOBEL

**FILED**

APR 10 2000

William A. Shaw  
Prothonotary

Craig B. Sobel, Esquire  
Attorney I.D. #60206  
THE BELLEVUE - Suite 920  
200 South Broad Street  
Philadelphia, PA 19102  
(215) 893-1458

PA98-18

Attorney for Plaintiff

Treasure Lake Prop Owners Assoc.  
13 Treasure Lake  
Dubois Pa. 15801

Plaintiff

vs.

Sharon Kestler  
5712 Iroquois Avenue  
Harbor Creek, Pa. 16421  
Defendant

COURT OF COMMON PLEAS

CLEARFIELD COUNTY  
COMPLAINT -  
CIVIL ACTION

No. 00-374-CD

**COMPLAINT-CIVIL ACTION**

CRAIG B. SOBEL, ESQ., attorney for the Plaintiff in the above-captioned matter, respectfully states as follows:

1. Plaintiff is Treasure Lake Property Owners Assoc., a Pennsylvania Corporation doing business in Pennsylvania, with its principal place of business located at the above address.

2. Defendant is Sharon Kestler an adult individual residing or doing business out of the above addresses.

3. The defendant or defendants own property in a community, which is governed and operated under the Plaintiff's by-laws as an association of property owners.

4. During the period of time in question, Defendants have owned property in Treasure Lake Community and have enjoyed and benefited from the Association's expenditures on the community. The Defendant accepted these services and goods without complaint over this period. Plaintiff pursuant to the association's directions and requests provided said goods and services but

Defendant after any setoff, has failed to pay the balance of the bill in full. An Outstanding balance on the account exists of **THREE THOUSAND SEVEN HUNDRED AND SIXTY-TWO DOLLARS (\$3,762.00)**. Attached hereto and made apart hereof is Plaintiff's Invoice Ledger marked Exhibit "A".

5. The goods and services provided were billed and invoiced regularly to the Defendant as to all members of the association.

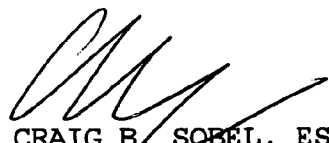
6. All goods and services were provided timely and in a workmanlike manner without complaint to the Plaintiff. The total cost outstanding as of today with interest **THREE THOUSAND SEVEN HUNDRED AND SIXTY-TWO DOLLARS (\$3,762.00)**.

7. Plaintiff after numerous requests to Defendant to pay this outstanding amount continues to be frustrated and the sums owed continue to be outstanding and accruing interest.

8. All charges for goods and services provided were fair and reasonable and in compliance with the parties agreement and understanding.

**WHEREFORE,** Plaintiff, respectfully request this Honorable Court to enter judgment against the Defendant in the amount of **THREE THOUSAND SEVEN HUNDRED AND SIXTY-TWO DOLLARS (\$3,762.00)**. plus court costs, interest accruing on the amount and legal fees.

DATED: 4.4.00

  
CRAIG B. SOBEL, ESQ.  
ATTORNEY FOR PLAINTIFF

VERIFICATION

I hereby state that I am authorized to make this verification on behalf of the Plaintiff. I verify that the statements made in this Civil Action are true and correct to the best of my knowledge, information, and belief; and as to matters without my knowledge, the sources of information and belief are my review of the pleadings, files, and affidavits in the possession, custody and control of my law firm. I understand that the statements herein said Civil Action Complaint are made subject to the penalties of 18 Pa. C.S., Section 4904, relating to unsworn falsification to authorities.



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CRAIG B. SOBEL, ESQ.  
Attorney for Plaintiff

# This Indenture

VOL 808 PAGE 509

made the 14th day of October in the year of our Lord one thousand nine hundred and eighty

Between Recreation Land Corporation a Pennsylvania corporation (hereinafter called "Grantor"), and Sharon A. Kestler (hereinafter called "Grantee");

Witnesseth, That the Grantor, for and in consideration of the sum of Seven thousand

Dollars, receipt of which is hereby acknowledged, does grant, bargain, sell, release, convey and confirm, unto the Grantee, his heirs and assigns, forever,

All that certain tract of land designated as Lot No. 377, Section No. 16 Aruba in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania recorded in the Recorder of Deeds office in Misc. Docket Map File No. 25. Excepting and reserving therefrom and subject to:

1. All easements, rights of way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake of Pennsylvania, Inc. recorded in Misc. Book Vol. 146, p. 476; all of said restrictions being covenants which run with the land.
3. All minerals and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by Grantor or Treasure Lake Property Owners Association, Inc.; which lien shall run with the land and be an encumbrance against it.
5. The right of the owner and/or operator of any recreational facilities within the said Treasure Lake Subdivision to assess fees and charges against Grantee, its heirs, administrators, executors, successors and assigns for the use and/or maintenance of any such facilities which if unpaid, shall become a lien upon the land and be an encumbrance against it.

To have and to hold the premises hereby conveyed to the Grantee's own use.

The Grantor warrants generally the property hereby conveyed to the Grantee, his heirs, executors and administrators.

**NOTICE - THIS DOCUMENT DOES NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. [This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P.L. 984, as amended.]**

**NOTICE** THE UNDERSIGNED, AS EVIDENCED BY THE SIGNATURE(S) TO THIS NOTICE AND THE ACCEPTANCE AND RECORDING OF THIS DEED, (IS, ARE) FULLY COGNIZANT OF THE FACT THAT THE UNDERSIGNED MAY NOT BE OBTAINING THE RIGHT OF PROTECTION AGAINST SUBSIDENCE, AS TO THE PROPERTY HEREIN CONVEYED, RESULTING FROM COAL MINING OPERATIONS AND THAT THE PURCHASED PROPERTY, HEREIN CONVEYED, MAY BE PROTECTED FROM DAMAGE DUE TO MINE SUBSIDENCE BY A PRIVATE CONTRACT WITH THE OWNERS OF THE ECONOMIC INTEREST IN THE COAL. THIS NOTICE IS INSERTED HEREIN TO COMPLY WITH THE BITUMINOUS MINE SUBSIDENCE AND LAND CONSERVATION ACT OF 1966.

WITNESS:

Edith M. Switzer

Sharon A. Kestler  
Grantee

Grantee



FILED

APR 10 2000

William A. Shaw  
Prothonotary

mlb/acc-ath  
Sobel  
3/23

TREASURE LAKE PROPERTY  
OWNERS ASSOCIATION  
Plaintiff

v.

SHARON KESTLER,  
Defendant

) IN THE COURT OF COMMON PLEAS  
) OF CLEARFIELD COUNTY, PENNSYLVANIA  
)  
) CIVIL ACTION - LAW  
)  
)  
)  
) NO. 00-374-CD

**PRELIMINARY OBJECTIONS TO PLAINTIFF'S COMPLAINT**

AND NOW comes the defendant, Sharon Kestler, by and through her attorneys, MacDonald, Illig, Jones & Britton LLP, and hereby makes these Preliminary Objections in response to plaintiff's Complaint, the following which are statements:

**FILED**

**MAY 24 2000**

**William A. Shaw  
Prothonotary**

**COUNT I  
MOTION TO STRIKE COMPLAINT  
VIOLATION OF PA. R.C.P. 1024**

1. Plaintiff is the Treasure Lake Property Owners Association of Dubois, Pennsylvania which has filed an action against the defendant, Sharon Kestler, at the above captioned docket number.
2. On or about April 20, 2000, plaintiff's counsel faxed to defendant's counsel the Complaint filed by the Treasure Lake Property Owners Association against the defendant herein.
3. The defendant's Complaint is in violation of Pa. R.C.P. 1024 by virtue of the verification of the Complaint by Craig Sobel, attorney for the plaintiff, which does not comply with Pa. R.C.P. 1024 by failing to be verified by the parties as required as a matter of law.

WHEREFORE plaintiff's Complaint must be struck as a matter of law for failure to conform with the Pa. R.C.P. as required by Pa. R.C.P. 1028(a)(2).

**COUNT II**  
**Demurrer**

4. Defendant hereby incorporates paragraphs one (1) through three (3) of these Preliminary Objections as if fully set forth herein again at length.

5. Attached to plaintiff's Complaint is an indenture signed by Sharon Kestler at the time of the purchase of the subject property on or about October 14, 1980 which sets forth the remedies and provisions of the respective parties as required by Pa. R.C.P. 1019(h).

6. In the document attached titled as an "Indenture" to plaintiff's Complaint, the document allows only for plaintiff to assess fees and charges against the grantee which shall become a lien upon the land an encumbrance against the real estate as specifically provided for by paragraph five of the document attached to the Complaint upon which plaintiff's cause of action is based.

7. Plaintiff's Complaint does not seek to allow for the foreclosure and/or lien of the property as provided by the indenture but rather seeks personal judgment against defendant which is not authorized by the writing and documents attached to plaintiff's Complaint.

8. Plaintiff's Complaint is insufficient in failing to assert any claim against defendant that can be granted by the terms of the writing attached to its Complaint for a personal judgment against the defendant and must therefore be subject to a demurrer for judgment in favor of the defendant for

failure to set forth facts to support a prima facie cause of action against defendant for personal liability.

WHEREFORE defendant respectfully requests that a demurrer be granted in conformity with Pa. R.C.P. 1028(a)(4) and that judgment be granted in favor of the defendant on these Preliminary Objections.

**COUNT III**  
**MOTION FOR MORE SPECIFIC PLEADING**

9. Defendant hereby incorporates paragraphs one (1) through eight (8) inclusive of these Preliminary Objections as if fully set forth herein again at length.

10. Plaintiff's Complaint fails to set forth any cause of action or claim against the defendant except under the terms and conditions of the writing attached to plaintiff's Complaint which is the "Indenture" recorded in the Recorder's Office of Clearfield County at Book Volume No. 808, Page 509.

11. Within the said writing, the sole remedy provided therein is for the lien of defendant's property as set forth by paragraph five of the "Indenture" referenced in and attached to plaintiff's Complaint.

12. Plaintiff's Complaint fails to set forth any right to recovery against defendant and/or for legal fees as prayed for within the Complaint as an obligation of defendant.

13. If demurrer is not granted in conformity with Count II of these Preliminary Objections, defendant must be required to assert the factual and/or contractual basis for the remedy prayed for within its Complaint and to have the Complaint verified by an actual officer or authorized representative of the plaintiff rather than defendant's attorney by more specific pleading.

WHEREFORE defendant respectfully requests plaintiff be required to provide a pleading in conformity with the Pennsylvania Rules of Court which asserts the basis for the remedy prayed by contractual agreement or law applicable in this action.

Respectfully submitted,



Richard J. Parks  
MacDONALD, ILLIG, JONES & BRITTON LLP  
100 State Street, Suite 700  
Erie, Pennsylvania 16507-1498  
(814) 870-7754

Attorneys for Defendant  
Sharon Kestler

RJP/558262

FILED

MAY 24 2023

William A. Shaw  
Piquemary

Park  
Parks

TREASURE LAKE PROPERTY  
OWNERS ASSOCIATION  
Plaintiff

v.

SHARON KESTLER,  
Defendant

) IN THE COURT OF COMMON PLEAS  
) OF CLEARFIELD COUNTY, PENNSYLVANIA  
)  
) CIVIL ACTION - LAW  
)  
)  
) NO. 00-374-CD

**CERTIFICATE OF SERVICE**


I hereby certify that I served, or caused to be served, a true and correct copy of the within Preliminary Objections to Plaintiff's Complaint upon the following via United States first-class mail, postage prepaid on May 23, 2000.

Craig B. Sobel, Esq.  
Suite 920  
The Bellevue  
200 South Broad Street  
Philadelphia, PA 19102

**FILED**

**MAY 24 2000**

William A. Shaw  
Prothonotary

  
Richard J. Parks  
MacDONALD, ILLIG, JONES & BRITTON LLP  
100 State Street, Suite 700  
Erie, Pennsylvania 16507-1498  
(814) 870-7754

Attorneys for Defendant  
Sharon Kestler

FILED

MAY 24 2000

William A. Shaw  
Prothonotary

3rd



Craig B. Sobel, Esquire  
Attorney I.D. #60206  
The Bellevue - Suite 920  
200 S. Broad Street  
Philadelphia, PA 19102  
(215) 893-1458

Attorney for Plaintiff

TREASURE LAKE PROP OWNERS ASSOC. : COURT OF COMMON PLEAS  
: CLEARFIELD COUNTY  
vs. : COMPLAINT - 00-374-CD  
: CIVIL ACTION  
: SHARON KESTLER ET. ALS.  
:

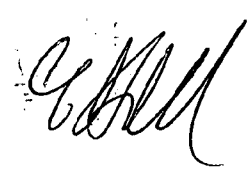
PRAECIPE TO SUBSTITUTE VERIFICATION  
CIVIL ACTION

TO THE PROTHONOTARY:

Kindly substitute Plaintiff's verification in the above-captioned Civil Action for the attached verification to Plaintiff's complaint.

6-8-00

Date

  
CRAIG B. SOBEL, ESQUIRE  
Attorney for Plaintiff

praecipe\aztec.1

**FILED**

JUN 16 2000

William A. Shaw  
Prothonotary

FILED

JUN 16 2000

17793917  
William A. Shaw  
Prothonotary

*ES*

Craig B. Sobel, Esquire  
Attorney I.D. #60206  
The Bellevue - Suite 920  
200 S. Broad Street  
Philadelphia, PA 19102  
(215) 893-1458

Attorney for Plaintiff

TREASURE LAKE PROP OWNERS ASSOC. : COURT OF COMMON PLEAS  
: CLEARFIELD COUNTY  
vs. : COMPLAINT - 00-374-CD  
: CIVIL ACTION  
: SHARON KESTLER ET. ALS.  
:

ORDER

AND NOW, this \_\_\_\_\_ day of \_\_\_\_\_, 2000, it is  
hereby

ORDERED that Defendants' Preliminary Objections to Plaintiff's  
Complaint are Denied and Defendants are directed to file a  
responsive pleading within TWENTY (20) DAYS of the date of this  
order or have judgment entered against them;

BY THE COURT:

J.

Craig B. Sobel, Esquire  
Attorney I.D. #60206  
The Bellevue - Suite 920  
200 S. Broad Street  
Philadelphia, PA 19102  
(215) 893-1458

Attorney for Plaintiff

TREASURE LAKE PROP OWNERS ASSOC. : COURT OF COMMON PLEAS  
: CLEARFIELD COUNTY  
vs. : COMPLAINT - 00-374-CD  
: CIVIL ACTION

SHARON KESTLER ET. ALS. :

**FILED**

JUN 16 2000

**PLAINTIFF'S RESPONSE TO DEFENDANTS' PRELIMINARY**  
**OBJECTIONS TO PLAINTIFF'S COMPLAINT**

William A. Shaw  
Prothonotary

Plaintiff, Treasure Lake Property Owners Association, by its attorney, Craig B. Sobel, Esquire, hereby responds to Defendants' Preliminary Objections as follows:

1. Admitted in part. Denied in Part. This is Defendant's appeal from District Justice Action.
2. Denied. Plaintiff is unaware if the complaint was faxed or mailed to opposing counsel but said complaint was served upon same.
3. Admitted in Part. Denied in Part. Plaintiff has at this time files praecipe to substitute the verifications to conform with Rules of Court and allow the action to proceed.

**WHEREFORE** Plaintiff respectfully requests this Court find in it's favor and compel Defendants to answer the Complaint or suffer default.

COUNT II

4. No Reply is required.
5. Admitted in part. Denied in Part. Pa.R.C.P. 1019(h) is not

barring or limiting the supporting documents that can be attached or must be attached. Plaintiff and Defendant have the discovery process to obtain additional documents.

6. Admitted in part. Denied in part. Plaintiff is allowed to charge and assess fees and costs to the Defendant but it is denied that Plaintiff is barred from pursuing actions and remedies in collection of same at law.
7. Denied. Plaintiff is allowed to charge and assess fees and costs to the Defendant and pursue said remedy at law.
8. Denied. The parties writing and course of conduct over the years specifically support the Plaintiff's position as to goods and services billed in accordance with the homeowners or property owners association.

WHEREFORE Plaintiff respectfully requests this Court find in it's favor and compel Defendants to answer the Complaint or suffer default.

#### COUNT III

9. No Reply is Required.
10. Denied. Pa.R.C.P. 1019(h) is not barring or limiting the supporting documents that can be attached or must be attached. Plaintiff and Defendant have the discovery process to obtain additional documents and the oral understandings of the party.  
The Defendant's position concerning the Defendant's lack of any personal liability is without merit and without basis.
11. Denied. Plaintiff is allowed to charge and assess fees and costs to the Defendant and Plaintiff is not barred from

pursuing actions and remedies in collection of same at law.

12. Denied. Plaintiff is allowed to charge and assess fees and costs to the Defendant and pursue said remedy at law and where the defense of said claims are in bad faith or vexatious, reasonable legal fees are within the Court's discretion to award.

13. Denied. Plaintiff has already substituted the verification making the issue mute.

WHEREFORE, the responding Plaintiff respectfully requests this Court to Deny the Defendant's preliminary objections as stated in the attached Order.

Respectfully submitted,

By:

  
CRAIG B. SOBEL, ESQ.

VERIFICATION

I, Matt Begley, the undersigned, hereby state:

1. I am an Officer for Treasure Lake Property Owners, Plaintiff in the above matter and I am authorized to make this verification on its behalf;
2. I verify that the statements made in this Civil Action Collection Complaint are true and correct to the best of my knowledge, information, and belief; and
3. I understand that the statements herein said Civil Action Complaint are made subject to the penalties of 18 Pa. C.S., Section 4904, relating to unsworn falsification to authorities.

Matt Begley  
- Plaintiff

CERTIFICATE OF SERVICE

CRAIG B. SOBEL, Attorney for the Plaintiff in the within matter, hereby certifies that a true and correct copy of the foregoing Opposition to Preliminary Objections has been served by first-class U.S. Mail postage prepaid, this 13<sup>th</sup> day June, 2000 on the following:

Richard Parks, Esq.  
100 State Street, Ste. 700  
Erie, Pa. 16507

  
CRAIG B. SOBEL, ESQ.



FILED

JUN 16 2000  
MD 401  
William A. Shaw  
Prothonotary

621

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

TREASURE LAKE PROPERTY

:

OWNERS ASSOCIATION

:

-vs-

:

No. 00 – 374 – CD

SHARON KESTLER

:

**OPINION AND ORDER**

This matter comes before the Court on Preliminary Objections to Plaintiff's Complaint demurring thereto on the basis that the verification thereto is signed by the attorney for the Plaintiff and that the Complaint seeks to impose personal liability on the Defendant in violation of the document titled "Indenture" as attached to Plaintiff's Complaint.

This Court is satisfied that Plaintiff's Response to Defendants' Preliminary Objections containing a substitute verification satisfies the Defendants' first Preliminary Objection.

Based on the Superior Court decision in Treasure Lake Property Owners Association, Inc. v. Donald F. Lewis, Sr. and Elsie M. Lewis, filed August 22, 1994 to No. 1484 Pittsburgh 1994 and the underlying trial court opinion to Nos. 90-1870-CD, 90-1871-CD and 91-2392-CD in the Court of Common Pleas of Clearfield County, this Court must dismiss said Preliminary Objections and enter the following:

**FILED**

DEC 19 2000

William A. Shaw  
Prothonotary

**ORDER**

NOW, this 18<sup>th</sup> day of December, 2000, upon consideration of Preliminary Objections filed on behalf of Defendants above-named and briefs thereon, it is the ORDER of this Court that said Objections be and are hereby dismissed in accordance with the foregoing Opinion and Defendants directed to file Responsive Pleadings thereto within 20 days from date hereof.

By the Court,



---

President Judge

FILED

DEC 19 2000

0/9:43/1 cc atty Fairs  
William A. Shaw  
Prothonotary

1 cc atty Sobel

Copy to atty Mitchell

for

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

TREASURE LAKE PROPERTY  
OWNERS ASSOCIATION,  
Plaintiff

v.

SHARON KESTLER,  
Defendant

)  
)  
) CIVIL ACTION - LAW  
)  
)  
)

) CASE NO. 00 - 374-CD  
)

**NOTICE TO PLEAD**

To Treasure Lake Property Owners Assoc.,  
Plaintiff, You are hereby notified to file a  
written response to the enclosed Answer, New  
Matter, & Counterclaim within twenty (20)  
days from service hereof or a judgment may be  
entered against you.

**FILED**

JAN 11 2001

William A. Shaw  
Prothonotary

**DEFENDANT'S ANSWER, NEW MATTER, AND COUNTERCLAIM**

AND NOW comes the defendant, Sharon Kestler, by and through her attorneys,  
MacDonald, Illig, Jones & Britton LLP and hereby makes this her Answer, New Matter, and  
Counterclaim in response to the plaintiff's Complaint, the following of which are statements:

1. Denied. After reasonable investigation, defendant is unable to determine the  
corporate structure of the plaintiff. To the extent the same is deemed relevant, strict proof is  
therefore demanded.

2. Denied as stated. It is admitted that the plaintiff is an individual residing at the  
address set forth in the caption. It is denied that defendant does business at the address as set  
forth.

3. Denied as stated. It is admitted that the defendant owns property situate in the Treasure Lake Development. After reasonable investigation, defendant is unable to determine what plaintiff's Complaint intends or believes to be included within its Bylaws. The terms and conditions of said Bylaws were not properly disclosed to defendant at the time of defendant's purchase and have been exercised by the plaintiff in any improper and prejudicial manner against the defendant's interests causing harm to defendant. Strict proof of the Bylaws and their application as referenced by the plaintiff's Complaint is therefore demanded.

4. Denied as stated. It is specifically denied that the defendant has enjoyed or benefitted from any alleged expenditure by the plaintiff or that the defendant has accepted any services from plaintiff of any benefit or value. It is further denied that any sum is due or owing to the plaintiff whatsoever by defendant. On the contrary, there are no sums due to the plaintiff by the defendant at this time. By way of further denial, plaintiff's conduct has resulted in a total conversion of the value of defendant's property as more fully set forth in the New Matter and Counterclaim in violation of the duty owed by the plaintiff to the defendant to preserve the value and investment of the real property, which was represented to the defendant at the time of the purchase of the real estate to be of considerable and increasing value. Defendant, hereby incorporates her New Matter and Counterclaim as if set forth herein again at length.

5. Denied. After reasonable investigation, defendant is unable to determine what parties were billed by the plaintiff. It is admitted that defendant has received billings from plaintiff for services not rendered nor accepted by defendant. Strict proof to the contrary is demanded.

6. Denied. Is specifically denied that any goods or services were provided in a timely or workmanlike manner to the defendant. On the contrary, plaintiff has failed to provide any

service or benefit to the defendant and has conducted itself so as to convert any and all value in the defendant's real estate so as to make said real estate a worthless liability without any value to defendant, and in fact said property is now a detriment and harm to the defendant. Defendant hereby incorporates its New Matter and Counterclaim as if set forth herein again at length.

7. Denied. Is specifically denied that any sum is due to the plaintiff by the defendant. It is further denied that any sum is outstanding and/or is due to plaintiff and entitled to accrue interest for the reasons set forth herein, which are incorporated herein again as if set forth at length.

WHEREFORE, defendant respectfully request plaintiff's Complaint be dismissed and that costs be assessed against the plaintiff in favor of the defendant.

#### **NEW MATTER**

8. At the time defendant originally purchased the property in question, representations and assurance of the value of the property and the increasing investment value of the property were made by the predecessor in interest to the plaintiff in order to induce defendant's purchase.

9. At the time of the sale, the plaintiff's predecessor failed to disclose, in accordance with applicable law, the terms and conditions of the association fees and failed to provide defendant with the proper disclosures related to additional charges, which would be assessed against the property without notice or representation to defendant and without providing any service or value by the plaintiff. These charges include assessments for sewage access and water

which plaintiff has never provided to defendant, as well as conduct by plaintiff which is in violation of the fiduciary duty to provide equal protection to all landowners.

10. Since the time of defendant's purchase, the plaintiff, by and through its board has violated the fiduciary duty owed to the defendant and other nonresident landowners through the assessment of nondisclosed or improperly disclosed charges, increased assessments, and making charges and additional assessment against nonresident and undeveloped properties located within the development without any representation on the board by said nonresident landowners and without equal benefit for those services for which said nonresidents are disproportionately charged.

11. The result of plaintiff's conduct in violation of its fiduciary duties as set forth above has been the complete and total diminution of the value of defendant's real estate and a conversion of the purchase price originally paid by the defendant to the plaintiff and/or its predecessors in interest, as well as the creation of involuntary liability and servitude against nonresident landowners.

12. Plaintiff, by its predecessor in interest, has violated the Pennsylvania Real Estate Settlement Procedures Act by failing to properly disclose in accordance with the law, material terms and conditions of the charges which plaintiff knew or should have know it would assess to tender proportionate detriment against the defendant's property and the defendant herein.

13. The plaintiff has further violated its fiduciary duty to the defendant by continuing to conduct itself as a private real estate development when it knew or should have known that the continuance of its structure as private property development company would result in a total conversion of any and all value in the undeveloped lots owned by nonresident purchasers and



would have been required to pay an unfair burden of assessment for the benefit for the plaintiff's board members as resident homeowners.

14. The conduct of the plaintiff in failing to honor its fiduciary duty, which it owed to all nonresident landowners in continuing as a private development has resulted in a complete conversion of defendant's rights and resulted in a total devaluation and servitude of the defendant's property rights. Plaintiff's breach of duty has further created a liability, which plaintiff attempts to assert against defendant on a personal basis due to plaintiff's conduct to the harm and detriment of nonresident landowners in converting any and all value from the undeveloped lots located in the plaintiff's development.

15. The plaintiff, by its predecessor in interest and in its own capacity has continuously failed to disclose the true cost of ownership of the property and has violated its fiduciary duty to protect the value in said properties of those nonresident land owners, so as to improperly maintain a "private residential community when plaintiff knew that such a development is not viable.

16. Plaintiff's conduct, as set forth above, is a violation of Pennsylvania Unfair Trade Practice and Consumer Protection Law and has resulted in damage to the plaintiff.

WHEREFORE, defendant respectfully requests plaintiff's Complaint be dismissed and that judgment be entered in favor of defendant and against plaintiff.

#### **COUNTERCLAIM**

17. Defendant hereby incorporates its Answer and New Matter paragraphs one through 16 as if fully set forth herein again at length.

18. As a result of plaintiff's conversion of defendant's property value, the defendant has been damaged in the amount of the purchase price plus the loss of opportunities incurred as a result of plaintiff's negligence and violation of its fiduciary duty in the amount of the purchase price of \$7,000.00

19. As a result of the breach of its fiduciary duty to maintain the value of defendant's property and the breach of the fiduciary duty owed to defendant and all other nonresident landowners in improperly maintaining the community as a "private community", plaintiff has converted the defendant's investment value.

20. At all times relevant, the defendant's purchase of the property in the plaintiff's development was for personal family or household use.

21. Under the terms and conditions of the Pennsylvania Unfair Trade Practices and Consumer Protection Law, plaintiff is entitled to treble damages for intentional and complete conversion of defendant's property value and plaintiff's violation of fiduciary duty to maintain value owed to the defendant.

22. Under the terms and conditions of the Pennsylvania Unfair Trade Practices and Consumer Protection Law, plaintiff is entitled to its attorney's fees incurred in the defense of the plaintiff's actions and of this action.

WHEREFORE, defendant respectfully requests judgment on its contract in the amount of \$21,000 for the conversion of defendant's property, and that this Court award punitive damages and attorney's fees as provided for under the Pennsylvania Unfair Trade Practices and Consumer Protection Law.

Respectfully submitted,



Richard J. Parks  
MacDONALD, ILLIG, JONES & BRITTON LLP  
100 State Street, Suite 700  
Erie, Pennsylvania 16507-1498  
(814) 870-7754

Attorneys for Defendant  
Sharon Kestler

RJP/601857

JAN-10-2001 WED 11:53 AM MacDONALD ILLIG

FAX NO. 18144544647

P. 02

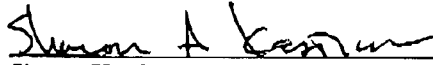
## IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

TREASURE LAKE PROPERTY  
OWNERS ASSOCIATION,  
Plaintiff

v.

SHARON KESTLER,  
Defendant)  
)  
) CIVIL ACTION - LAW  
)  
)  
)  
) CASE NO. 00 - 374-CD  
)VERIFICATION

I, Sharon Kestler, hereby depose and state that I am the defendant herein and that the averments set forth in the foregoing Answer, New Matter, and Counterclaim are true and correct to the best of my knowledge, information, and belief. This verification is made subject to the penalties of 18 Pa.C.S.A. § 4904 relating to intentional falsification to authorities.

  
Sharon KestlerDated: 1/10/01

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

TREASURE LAKE PROPERTY  
OWNERS ASSOCIATION,  
Plaintiff

v.

SHARON KESTLER,  
Defendant

)  
)  
) CIVIL ACTION - LAW  
)  
)  
)  
) CASE NO. 00 - 374-CD  
)

**CERTIFICATE OF SERVICE**

I, hereby certify that a true and correct copy of the Answer, New Matter, and Counterclaim was served upon all parties of record via United States first-class mail, postage prepaid on January 10, 2001, as follows:

Craig B. Sobel, Esq.  
The Bellevue, Suite 920  
200 South Broad Street  
Philadelphia, PA 16102

  
Richard J. Park  
MacDONALD, ILLIG, JONES & BRITTON LLP  
100 State Street, Suite 700  
Erie, Pennsylvania 16507-1498  
(814) 870-7754

Attorneys for Defendant  
Sharon Kestler

FILED

JAN 11 2001

7/11/41/1000

William A. Shaw

Prothonotary

*WAS*

Craig B. Sobel, Esquire  
Attorney I.D. #60206  
The Bellevue - Suite 920  
200 S. Broad Street  
Philadelphia, PA 19102  
(215) 893-1458

Attorney for Plaintiff

TREASURE LAKE PROPERTY OWNERS ASSOC.:	COURT OF COMMON PLEAS
	CLEARFIELD COUNTY
Plaintiff	
vs.	CIVIL ACTION
SHARON KESTLER	
IRELAND	NO. 00-374-CD
Defendants	

**PLAINTIFF'S REPLY TO DEFENDANT'S NEW MATTER**

1 - 7. No Response is Required.

**New Matter**

8. Denied. No Fraudulent statements were made to induce the purchase of this property and strict proof of same is required at trial.
9. Denied. No Fraudulent statements were made to induce the purchase of this property and strict proof of same is required at trial.
10. Denied. Plaintiff has abided by the Association by laws and articles at all times.
11. Denied. Conclusion of Law.
12. Denied. A Conclusion of Law.
13. Denied. As property owners within the association they share in the benefits and services necessary and proper provided by the association.

**FILED** 14 Denied. A Conclusion of Law. As property owners within the association they share in the benefits and services necessary and proper provided by the association.

William A. Shaw  
Prothonotary

15. Denied. A Conclusion of Law. As property owners within the association they share in the benefits and services necessary and proper provided by the association.

16. Denied. A Conclusion of Law. As property owners within the association they share in the benefits and services necessary and proper provided by the association

**WHEREFORE,** Plaintiff respectfully request that this Court eenter judgment in it's favor and against the Defendants.

**PLAINTIFFS' ANSWER**  
**TO DEFENDANT'S COUNTER CLAIM**

17. The above answers are incorporated at length as if set forth below.

18. Denied. Defendant has failed to do anything with the property including pay the dues and fees owed to the association. Plaintiff has fulfilled any and all fiduciary obligations if any owed to the Defendant.

19. Denied. Defendant has failed to do anything with the property including pay the dues and fees owed to the association. Plaintiff has fulfilled any and all fiduciary obligations if any owed to the Defendant.

20. Denied. Plaintiff's is without knowledge as to what the Plaintiff intended to purchase or use the property for.

21. Denied. Defendant is not entitled to anything and would owe a duty to mitigate any alleged loss suffered.

22. Denied. Defendant is not entitled to anything and would owe a duty to mitigate any alleged loss suffered

**WHEREFORE,** Plaintiff respectfully requests that this court



enter judgment in its favor and against the Defendant.

**AFFIRMATIVE DEFENSES**

1. Answering Plaintiff incorporates by reference the contents of the previous paragraphs herein at length.

2. The Plaintiff has incurred great expense in defending this action individually and seeks to be reimbursed from the Defendant for the costs to defend.

3. The doctrine of equitable estoppel bars or otherwise limits the claims by the Defendant.

4. The doctrine of laches bars or otherwise limits the claims by the Defendant.

5. The doctrine of payment bars or otherwise limits the claims by the Defendant.

6. The doctrine of justification bars or otherwise limits the claims by the Defendant.

7. The doctrine of waiver bars or otherwise limits the claims by the Defendant.

8. The doctrine of unclean hands bars or otherwise limits the claims by the Defendant.

9. The counterclaim fails to state a cause of action for which the court can grant relief.

10 The statute of limitation bars or otherwise limits the claims by the Defendant.

11. The Defendant has not sustained legally cognizable damages.


12. Defendant has failed to mitigate damages.

13. Plaintiff has not breached any contract or duty to the

Defendant and Defendant brings this frivolous counter suit in Bad Faith.

14. Plaintiff reserves the right to interpose such other defenses and objections as a continuing investigation and discovery may disclose.

**WHEREFORE,** Plaintiff respectfully request that this Court enter judgment in its favor and against the Defendant dismissing said action with prejudice and awarding Plaintiff counsel fees for defending same.



CRAIG B. SOBEL, ESQUIRE  
Attorney for Plaintiff

DATED: 1-31-01

V E R I F I C A T I O N

CRAIG B. SOBEL, ESQUIRE, being duly sworn according to law, hereby states that he is the attorney for the Plaintiff, herein; that he is authorized to make this verification on behalf of the Plaintiff; that he is acquainted with the facts set forth in the foregoing pleading and that they are true and correct to the best of my knowledge, information, and belief; and as to matters without my knowledge, the sources of information and belief are my review of the pleadings, files, and documents in the possession, custody and control of my law firm.

I understand that the statements herein said Civil Action Complaint are made subject to the penalties of 18 Pa. C.S., Section 4904, relating to unsworn falsification to authorities.

7.31.01



DATE:

CRAIG B. SOBEL, ESQ.  
Attorney for Plaintiff

Craig B. Sobel, Esquire  
Attorney I.D. #60206  
The Bellevue - Suite 920  
200 S. Broad Street  
Philadelphia, PA 19102  
(215) 893-1458


Attorney for Plaintiff

TREASURE LAKE PROP OWNERS ASSOC. : COURT OF COMMON PLEAS  
: CLEARFIELD COUNTY  
vs. : COMPLAINT - 00-374-CD  
: CIVIL ACTION  
: SHARON KESTLER ET. ALS. :  
:

CERTIFICATE OF SERVICE

CRAIG B. SOBEL, Attorney for the Plaintiff in the within matter, hereby certifies that a true and correct copy of the foregoing Reply to New Matter and Answer to Counterclaim has been served by first-class U.S. Mail postage prepaid, this 31<sup>st</sup> day January, 2001 on the following:

Richard Parks, Esq.  
100 State Street, Ste. 700  
Erie, Pa. 16507

  
CRAIG B. SOBEL, ESQ.

FILED

FEB 05 2001

*mla-10/1000*  
William A. Shaw  
Prothonotary

*[Signature]*



OFFICE OF COURT ADMINISTRATOR  
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA

CLEARFIELD COUNTY COURTHOUSE  
SUITE 228, 230 EAST MARKET STREET  
CLEARFIELD, PENNSYLVANIA 16830

DAVID S. MEHOLICK  
COURT ADMINISTRATOR

PHONE: (814) 765-2641  
FAX: 1-814-765-7649


MARCY KELLEY  
DEPUTY COURT ADMINISTRATOR

Notice of Proposed Termination of Court Case

OCTOBER 29, 2004

FILED

OCT 29 2004

 William A. Shaw  
Prothonotary/Clerk of Courts

RE: 00-374-CD  
Treasure Lake Property Owners vs. Sharon Kestler

Dear Craig B. Sobel, Esquire:

Please be advised that the Court intends to terminate the above captioned case without notice, because the Court records show no activity in the case for a period of at least two years.

You may stop the Court terminating the case by filing a Statement of Intention to Proceed. The Statement of Intention to Proceed must be filed with the **Prothonotary of Clearfield County, PO Box 549, Clearfield, Pennsylvania 16830**. The Statement of Intention to Proceed must be filed on or before **January 7, 2005**.

If you fail to file the required statement of intention to proceed within the required time period, the case will be terminated.

By the Court,



David S. Meholic  
Court Administrator



OFFICE OF COURT ADMINISTRATOR  
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA

CLEARFIELD COUNTY COURTHOUSE  
SUITE 228, 230 EAST MARKET STREET  
CLEARFIELD, PENNSYLVANIA 16830

DAVID S. MEHOLICK  
COURT ADMINISTRATOR

PHONE: (814) 765-2641  
FAX: 1-814-765-7649

MARCY KELLEY  
DEPUTY COURT ADMINISTRATOR

**Notice of Proposed Termination of Court Case**

OCTOBER 29, 2004

RE: 00-374-CD  
Treasure Lake Property Owners vs. Sharon Kestler

Dear Richard J. Parks, Esquire:

Please be advised that the Court intends to terminate the above captioned case without notice, because the Court records show no activity in the case for a period of at least two years.

You may stop the Court terminating the case by filing a Statement of Intention to Proceed. The Statement of Intention to Proceed must be filed with the **Prothonotary of Clearfield County, PO Box 549, Clearfield, Pennsylvania 16830**. The Statement of Intention to Proceed must be filed on or before **January 7, 2005**.

If you fail to file the required statement of intention to proceed within the required time period, the case will be terminated.

By the Court,

A handwritten signature in dark ink, appearing to read "David S. Meholic", written over a circular embossed seal.

David S. Meholic  
Court Administrator

Court of Common Pleas of Clearfield County, Pennsylvania  
Civil Division

Treasure Lake Property Owners

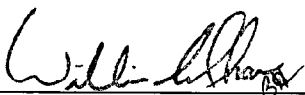
Vs.

00-374-CD

Sharon Kestler

**Termination of Inactive Case**

This case is hereby terminated with prejudice  
this 21st day of January, 2005, as per Rule 230.2

  
\_\_\_\_\_  
William A. Shaw  
Prothonotary

**FILED**  
**JAN 21 2005**  
William A. Shaw  
Prothonotary, Clerk of Courts