

00-659-CD
ALAN J. BAKAS etux -vs- JOHN J. BROWN etal

IN THE COURT OF COMMON PLEAS OF CLEARFELD COUNTY, PENNSYLVANIA
(CIVIL DIVISION)

112 ALAN J. BAKAS and
112 LORETTA R. BAKAS
Plaintiffs

vs.

54 JOHN J. BROWN and
104 WANDA L. BROWN
Defendants

No. 00-659-CD

Type of Pleading: Complaint

Filed on behalf of: Alan Bakas and
Loretta Bakas

Counsel of Record for this party:

DAVID J. HOPKINS, ESQUIRE
Attorney at Law
Supreme Court No. 42519

900 Beaver Drive
DuBois, Pennsylvania 15801

(814) 375-0300

FILED

JUN 02 2000

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFEILD COUNTY, PENNSYLVANIA
(CIVIL DIVISION)

ALAN J. BAKAS and
LORETTA R. BAKAS

Plaintiff

vs.

JOHN J. BROWN and
WANDA L. BROWN

Defendants

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No. 00-

NOTICE

TO DEFENDANTS:

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.

Office of the Court Administrator
Clearfield County Courthouse
North Second Street
Clearfield, Pennsylvania 15801
(814) 765-2641

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL DIVISION)

ALAN J. BAKAS and
LORETTA R. BAKAS

Plaintiff

vs.

JOHN J. BROWN and
WANDA L. BROWN

Defendants

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No. 00-

COMPLAINT

NOW, comes the Plaintiffs, Alan J. Bakas and Loretta R. Bakas, by and through their attorney, David J. Hopkins, Esquire, and avers as follows:

1. Plaintiffs, Alan J. Bakas and Loretta R. Bakas, husband and wife, are adult individuals who reside in the Dominican Republic.
2. Defendants, John J. Brown and Wanda L. Brown, husband and wife, are adult individual who reside at Treasure Lake, DuBois, Pennsylvania 15865.
3. On or about August 25, 1994, Plaintiffs purchased real property set forth on Exhibit "A" at Sabula Lake from the Defendants.
4. Before the sale of the said property, Defendants completed a disclosure statement which stated that there were no problems with the septic system. A photocopy of the disclosure statement is attached hereto as Exhibit "B" and is incorporated as if set forth at length.
5. The representations about the septic system were made with the intent to induce the Plaintiffs to purchase the said property.

6. Plaintiffs aver that such representations were materially false as the septic system was not in working order at the time Defendants signed the disclosure statement.

7. Defendants made the representations to Plaintiff with actual knowledge of their falsity at the time they were made, or in reckless disregard of their truth or falsity.

8. Defendants had knowledge of the condition of the septic system superior to that of Plaintiffs, and had exclusive access to such knowledge, such that Defendants had a duty to advise Plaintiffs of the actual condition of the septic system.

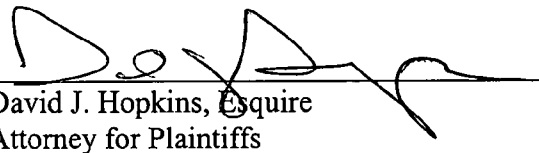
9. In justifiable reliance upon the material misrepresentations of Defendants and their failure to advise the Plaintiffs of the septic problems, Plaintiffs purchased the said property.

10. As a result of the misrepresentations of Defendants, Plaintiffs have been damaged in the amount of \$18,000.00.

11. Defendants actions constitute fraud and Defendants are liable for the fraudulent representations made to the Plaintiffs.

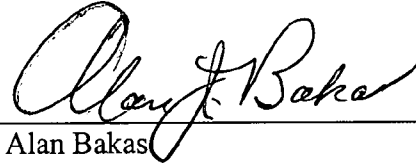
WHEREFORE, Plaintiffs demand judgment against Defendants in an amount less than \$20,000.00, cost of suit, attorney fees and such other relief as the Court deems just and equitable.

Respectfully submitted,


David J. Hopkins, Esquire
Attorney for Plaintiffs

VERIFICATION

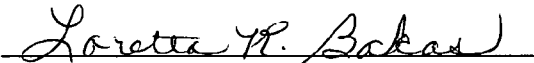
I hereby verify that the statements made in this pleading are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A. Section 4904, relating to Unsworn Falsification to Authorities.

A handwritten signature in black ink, appearing to read "Alan J. Bakas", is written over a horizontal line. The signature is fluid and cursive.

Alan Bakas

VERIFICATION

I hereby verify that the statements made in this pleading are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A. Section 4904, relating to Unsworn Falsification to Authorities.


Loretta R. Bakas



County Parcel No. _____

This Deed,

MADE the Twenty-fourth (24th) day of August
in the year nineteen hundred and ninety-four (1994)

BETWEEN JOHN J. BROWN and WANDA L. BROWN, husband and wife, of DuBois, Clearfield County, Pennsylvania, GRANTORS, Parties of the First Part;

A
N
D

ALAN J. BAKAS and LORETTA R. BAKAS, husband and wife, of DuBois, Clearfield County, Pennsylvania, as Tenants by the Entireties, GRANTEES, Parties of the Second Part;

WITNESSETH, That in consideration of---FIFTY-NINE THOUSAND and 00/100-----
-----(\$59,000.00)-----Dollars,
in hand paid, the receipt whereof is hereby acknowledged, the said grantor s do hereby grant
and convey to the said grantee s ,

ALL that certain piece or parcel of land situate, lying and being in Sandy Township, Clearfield County, Pennsylvania, and being bounded and described as follows, to wit:

BEGINNING at an iron pin, the Northwest corner of Lot No. 18, said corner being 5 Feet off the Easterly edge of a private road; thence by the Easterly line of said private road, North 26° 36' East 125.51 Feet to an iron pin, the Southwest corner of Lot No. 20; thence by the Southerly line of Lot No. 20, South 61° 47' East 150.0 Feet to an iron pin in the line of other lands of former Grantor of which this is a part; thence by line of land of former Grantor, South 26° 36' West 126.06 Feet to an iron pin, the Northeast corner of Lot No. 18; thence by the Northerly line of Lot No. 18, North 61° 34' West 150.0 Feet to an iron pin and the place of beginning. Containing 18,867.0 Square Feet, more or less. Known as Lot No. 19, in the Sabula Outing Club Plan of Lots.

EXCEPTING AND RESERVING from this conveyance a strip of land 5 feet wide for an easement along the Westerly side for utilities.

The above premises are subject to the following:

1. All easements, rights of way, reservations, restrictions, and limitations contained in Declaration of Restrictions of the Sabula Outing Club, dated the

2nd day of January, 1971, and recorded at Clearfield, Pennsylvania, in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania.

2. All the provisions contained in the Declarations of Restrictions, Sabula Outing Club, dated the 2nd day of January, 1971, and was previously recorded, all of the said restrictions being covenants which run with the land.
3. A lien for all unpaid charges or assessments which may be made by Sabula Outing Club, which lien shall run with the land and be an encumbrance against it if due.

BEING the same premises which were conveyed to John J. Brown and Wanda L. Brown, husband and wife, by Deed of Dennis Heemer and Elizabeth Heemer, husband and wife, dated January 25, 1979, and recorded in Clearfield County Deed Book Vol. 776, Page 011, on January 29, 1979.

hereby CERTIFY that this document is recorded in the Recorder's Office of Clearfield County, Pennsylvania.



Karen L. Starck

Karen L. Starck
Recorder of Deeds

CLEARFIELD COUNTY
ENTERED OF RECORD
TIME 2:30 pm 8-26-94
BY Paula Cherry
FEES 13.50
Karen L. Starck, Recorder

NOTICE

In accordance with the provisions of "The Bituminous Mine Subsidence and Land Conservation Act of 1966", I/we, the undersigned grantee/grantees, hereby certify that I/we know and understand that I/we may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interest in the coal. I/we further certify that this certification is in a color contrasting with that in the deed proper and is printed in twelve point type preceded by the word "notice" printed in twenty-four point type.

Witness:

Paula Cherry

Alan J. Bakas

Individually & as Agent for
Loretta R. Bakas

This 25th day of August, 1994

THIS DOCUMENT MAY 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 pursuant to Act No. 255, approved September 10, 1965, as amended.)

AND the said grantors will GENERALLY
hereby conveyed.

WARRANT AND FOREVER DEFEND the property

IN WITNESS WHEREOF, said grantors have hereunto set their hands and seals, the
day and year first above-written.

Sealed and delivered in the presence of

Paula M. Cherry
.....
.....
Paula M. Cherry
.....
.....
.....
.....

John J. Brown [Seal]
John J. Brown
..... [Seal]
Wanda L. Brown [Seal]
Wanda L. Brown
..... [Seal]
..... [Seal]
..... [Seal]
..... [Seal]

CERTIFICATE OF RESIDENCE

I hereby certify, that the precise residence of the grantees herein is as follows:

R.D. #2, Box 220
DuBois, PA 15801

Paula M. Cherry
.....
Attorney or Agent for Grantee S

Commonwealth of Pennsylvania

County of Clearfield

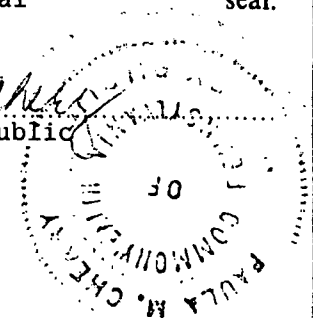
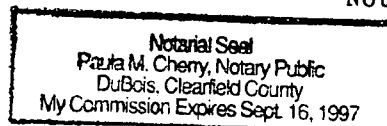
ss.

On this, the 25th day of August, 19 94, before me, a Notary Public,
the undersigned officer, personally appeared JOHN J. BROWN and WANDA L. BROWN, husband and
wife,
known to me (or satisfactorily proven) to be the persons whose name s are subscribed to the within
instrument, and acknowledged that they executed the same for the purpose therein
contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

My Commission Expires 9/1/97

Paula M. Cherry
Notary Public



Property Address: Box 220 RD 2 DeBeis Pa

Seller: John F & Wanda L Brown

A seller must disclose to a buyer all known material defects about property being sold that are not readily observable. This disclosure statement is designed to assist Seller in complying with disclosure requirements and to assist Buyer in evaluating the property being considered.

This Statement discloses Seller's knowledge of the condition of the property as of the date signed by Seller and is not a substitute for any inspections or warranties that Buyer may wish to obtain. This Statement is not a warranty of any kind by Seller or a warranty or representation by the listing real estate broker (Agent for Seller), the selling real estate broker, or their agents. Buyer is encouraged to address concerns about the conditions of the property that may not be included in this Statement. This Statement does not relieve Seller of the obligation to disclose a material defect that may not be addressed on this form.

1. **SELLER'S EXPERTISE** Seller does not possess expertise in contracting, engineering, architecture, or other areas related to the construction and conditions of the property and its improvements, except as follows: _____
2. **OCCUPANCY** Do you, Seller, currently occupy this property? ☐ Yes ☒ No
 If "no", when did you last occupy the property? 1992
3. **ROOF**
 - (a) Date roof installed: 1991 Documented? ☒ Yes ☐ No ☐ Unknown
 - (b) Has the roof been replaced or repaired during your ownership? ☐ Yes ☐ No
 If yes, were the existing shingles removed? ☐ Yes ☒ No ☐ Unknown
 - (c) Has the roof ever leaked during your ownership? ☒ Yes ☐ No
 - (d) Do you know of any problems with the roof, gutters or down spouts? ☐ Yes ☒ No
 Explain any "yes" answers that you give in this section: _____
4. **BASEMENTS AND CRAWL SPACES (Complete only if applicable)**
 - (a) Does the property have a sump pump? ☐ Yes ☒ No ☐ Unknown
 - (b) Are you aware of any water leakage, accumulation, or dampness within the basement or crawl space? ☒ Yes ☐ No
 If "yes", describe in detail: Furnace area has some water comes down
Five of five place in extra heavy rain
 - (c) Do you know of any repairs or other attempts to control any water or dampness problem in the basement or crawl space? ☐ Yes ☒ No
 If "yes", describe the location, extent, date, and name of the person who did the repair or control effort: _____
5. **TERMITES/WOOD DESTROYING INSECTS, DRYROT, PESTS**
 - (a) Are you aware of any termites/wood destroying insects, dryrot, or pests affecting the property? ☐ Yes ☒ No
 - (b) Are you aware of any damage to the property caused by termites/wood destroying insects, dryrot, or pests? ☐ Yes ☒ No
 - (c) Is your property currently under contract by a licensed pest control company? ☐ Yes ☒ No
 - (d) Are you aware of any termite/pest control reports or treatments for the property in the last five years? ☐ Yes ☒ No
 Explain any "yes" answers that you give in this section: _____
6. **STRUCTURAL ITEMS**
 - (a) Are you aware of any past or present water leakage in the house or other structures? ☐ Yes ☒ No
 - (b) Are you aware of any past or present movement, shifting, deterioration, or other problems with walls, foundations, or other structural components? ☐ Yes ☒ No
 - (c) Are you aware of any past or present problems with driveways, walkways, patios, or retaining walls on the property? ☐ Yes ☒ No
 Explain any "yes" answers that you give in this section. When explaining efforts to control or repair, please describe the location and extent of the problem, and the date and person by whom the work was done, if known: _____
7. **ADDITIONS/REMODELS** Have you made any additions, structural changes, or other alterations to the property? ☒ Yes ☐ No
 If yes, describe: 2 Decks Added
8. **WATER AND SEWAGE**
 - (a) What is the source of your drinking water?
☐ Public ☐ Community System ☒ Well on Property Other (explain) Spring
 - (b) If your drinking water is not public,
 When was your water last tested and what was the result of the test? 9 Result of test OK
 Is the pumping system in working order? ☒ Yes ☐ No
 If "no", explain: _____
 - (c) Do you have a softener, filter, or other purification system? ☐ Yes ☒ No ☐ Leased ☐ Owned
 - (d) What is the type of sewage system? ☐ Public Sewer ☐ Private Sewer ☒ Septic Tank ☐ Cesspool
 Other (explain) _____
 - (e) Is there a sewage pump? ☐ Yes ☒ No
 If yes, is it in working order? ☐ Yes ☐ No
 - (f) When was the septic system or cesspool last serviced? Pumped approx 5 yrs ago
 - (g) Is either the water or sewage system shared? ☐ Yes ☒ No
 If "yes", explain: _____
 - (h) Are you aware of any leaks, backups, or other problems relating to any of the plumbing, water, and sewage-related items? ☐ Yes ☒ No
 If "yes", explain: _____
9. **PLUMBING SYSTEM**
 - (a) Type of plumbing: ☒ copper ☐ galvanized ☐ lead ☒ PVC ☐ Unknown
 Other (explain): _____
 - (b) Are you aware of any problems with any of your plumbing fixtures (e.g., including but not limited to: kitchen, laundry, or bathroom fixtures; wet bars; hot water heater, etc.)? ☒ Yes ☐ No
 If "yes", explain: Kitchen Faucet Noel replaced
10. **HEATING AND AIR CONDITIONING**
 - (a) Type of air conditioning: ☐ Central Electric ☐ Central Gas ☐ Wall ☒ None
 Number of window units included in sale _____ Location _____
 - (b) List any areas of the house that are not air conditioned: _____
 - (c) Type of heating: ☐ Electric ☒ Fuel Oil ☐ Natural Gas
 Other (explain): Hard Coal
 - (d) List any areas of the house that are not heated: _____
 - (e) Type of water heating: ☐ Electric ☐ Gas ☐ Solar
 Other: Coal in Furnace
 - (f) Are you aware of any underground fuel tanks on the property? ☒ Yes ☐ No
 If yes, describe: 500 gal Fuel oil tank
 Are you aware of any problems with any item in this section? ☐ Yes ☒ No
 If "yes", explain: _____

11. **ELECTRICAL SYSTEM** Are you aware of any problems or repairs needed in the electrical system? ☐ Yes ☒ No
If "yes", explain: _____
12. **OTHER EQUIPMENT AND APPLIANCES INCLUDED IN SALE**
 (a) ☐ Electric Garage Door Opener No. of Transmitters _____
 (b) ☒ Smoke Detectors How many? 2 Location 1st & Second Floor
 (c) ☐ Security Alarm System ☐ Owned ☐ Leased Lease Information _____
 (d) ☐ Lawn Sprinkler No. _____ ☐ Automatic Timer
 (e) ☐ Swimming Pool ☐ Pool Heater ☐ Spa/Hot Tub
 Pool/Spa Equipment (list): _____
 (f) ☐ Refrigerator ☒ Range ☐ Microwave Oven ☐ Dishwasher ☐ Trash Compactor ☐ Garbage Disposal
 (g) ☐ Washer ☐ Dryer
 (h) ☐ Intercom
 (i) ☐ Ceiling fans No. 3 Location Living Room Dining room Bedroom
 (j) Other: _____
 Are any items in this section in need of repair or replacement? ☐ Yes ☒ No ☐ Unknown
 If "yes", explain: _____
13. **LAND (SOILS, DRAINAGE, AND BOUNDARIES)**
 (a) Are you aware of any fill or expansive soil on the property? ☐ Yes ☒ No
 (b) Are you aware of any sliding, settling, earth movement, upheaval, subsidence, or earth stability problems that have occurred on or affect the property? ☐ Yes ☒ No
 (c) Are you aware of any existing or proposed mining, strip-mining, or any other excavations that might affect this property? ☐ Yes ☒ No
 (d) To your knowledge, is this property, or part of it, located in a flood zone or wetlands area? ☐ Yes ☒ No
 (e) Do you know of any past or present drainage or flooding problems affecting the property? ☐ Yes ☒ No
 (f) Do you know of any encroachments, boundary line disputes, or easements? ☐ Yes ☒ No
 Note to Buyer: Most properties have easements running across them for utility services and other reasons. In many cases, the easements do not restrict the ordinary use of the property, and Seller may not be readily aware of them. Buyers may wish to determine the existence of easements and restrictions by examining the property and ordering an Abstract of Title or searching the records in the Office of the Recorder of Deeds for the county before entering into an Agreement of Sale.
 (g) Are you aware of any shared or common areas (e.g., driveways, bridges, docks, walls, etc.) or maintenance agreements? ☐ Yes ☒ No
 Explain any "yes" answers that you give in this section: _____
14. **HAZARDOUS SUBSTANCES**
 (a) Are you aware of any underground tanks or hazardous substances present on the property (structure or soil) such as, but not limited to, asbestos, Polychlorinated biphenyls (PCBs), radon, lead paint, Urea Formaldehyde Foam Insulation (UFFI), etc.? ☐ Yes ☒ No
 (b) To your knowledge, has the property been tested for any hazardous substances? ☐ Yes ☒ No
 (c) Do you know of any other environmental concerns that might impact upon the property? ☐ Yes ☒ No
 Explain any "yes" answers that you give in this section: _____
15. **CONDOMINIUMS AND OTHER HOMEOWNERS ASSOCIATIONS (Complete only if applicable)**
 (a) Type: ☐ Condominium* ☐ Co-op ☒ Homeowners Association
 Other _____
 (b) Are you aware of any defect, damage, or problem with any common element or common area that materially affects the property? ☐ Yes ☒ No
 (c) Are you aware of any condition or claim which may result in an increase in assessments or fees? ☐ Yes ☒ No
 Explain any "yes" answers that you give in this section: _____
- *Notice Regarding Condominiums: According to Section 3407 of the Pennsylvania Uniform Condominium Act, a buyer of a resale unit in a condominium must receive a Certificate of Resale issued by the Condominium Association. Buyer will have the option of cancelling the Agreement with return of all deposit monies for five days after the Certificate is received.
16. **MISCELLANEOUS**
 (a) Are you aware of any existing or threatened legal action affecting the property? ☐ Yes ☒ No
 (b) Do you know of any violations of local, state, or federal laws or regulations relating to this property? ☐ Yes ☒ No
 (c) Are you aware of any public improvement, condominium or homeowner association assessments against the property that remain unpaid or of any violations of zoning, housing, building, safety or fire ordinances that remain uncorrected? ☐ Yes ☒ No
 (d) Are you aware of any judgment, encumbrance, lien (for example co-maker or equity loan) or other debt against this property that cannot be satisfied by the proceeds of this sale? ☐ Yes ☒ No
 (e) Are you aware of any reason, including a defect in title, that would prevent you from giving a warranty deed or conveying title to the property? ☐ Yes ☒ No
 Explain any "yes" answers that you give in this section: _____

The undersigned Seller represents that the information set forth in this disclosure statement is accurate and complete to the best of Seller's knowledge. Seller hereby authorizes the Agent for Seller to provide this information to prospective buyers of the property and to other real estate agents. SELLER ALONE IS RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED IN THIS STATEMENT AND AGREES TO NOTIFY AGENT FOR SELLER IMMEDIATELY IN WRITING IF ANY INFORMATION SET FORTH IN THIS DISCLOSURE STATEMENT CHANGES IN ANY WAY. Seller agrees to hold Agent(s) harmless from any and all claims arising out of Seller's failure to properly disclose any condition.

SELLER John Brown
 SELLER Donald Brown
 SELLER _____

DATE 7-11-94
 DATE _____
 DATE _____

EXECUTOR, ADMINISTRATOR, TRUSTEE, S

The undersigned has never occupied the property and lacks the personal knowledge necessary to complete this Disclosure Statement.

DATE _____

RECEIPT AND ACKNOWLEDGEMENT BY BUYER

Buyer acknowledges receipt of this Disclosure Statement. Buyer acknowledges that this Statement is not a warranty and that, unless stated otherwise in the sales contract, Buyer is purchasing this property in its present condition. It is Buyer's responsibility to satisfy himself or herself as to the condition of the property. Buyer may request that the property be inspected, at Buyer's expense and by qualified professionals, to determine the condition of the structure or its components.

BUYER Clayton Baker
 BUYER _____
 BUYER _____

DATE 8-19-94
 DATE _____
 DATE _____

FILED
JUN 02 2000
O/A: 1384
3 CC
William A. Shaw
Prothonotary
Att'y
Att'y
80.00

DAVID J. HOPKINS

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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BAKAS, ALAN J. & LORETTA R.

00-659-CD

VS

BROWN, JOHN J.

COMPLAINT

SHERIFF RETURNS

NOW JUNE 6, 2000 AT 12:37 PM DST SERVED THE WITHIN COMPLAINT
ON JOHN T. BROWN, DEFENDANT AT RESIDENCE 1144 TREASURE LAKE,
DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JOHN
BROWN A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND
MADE KNOWN TO HIM THE CONTENTS THEREOF.
SERVED BY: SNYDER

NOW JUNE 6, 2000 AT 12:37 PM DST SERVED THE WITHIN COMPLAINT
ON WANDA L. BROWN, DEFENDANT AT RESIDENCE 1144 TREASURE
LAKE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO
JOHN BROWN, HUSBAND A TRUE AND ATTESTED COPY OF THE ORIGINAL
COMPLAINT AND MADE KNOWN TO HIM THE CONTENTS THEREOF.
SERVED BY: SNYDER

34.21 SHFF. HAWKINS PAID BY: ATTY
20.00 SURCHARGE PAID BY: ATTY

SWORN TO BEFORE ME THIS

19th DAY OF June 2000
William A. Shaw

WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2002
Clearfield Co., Clearfield, PA.

SO ANSWERS,

Chester A. Hawkins
by Marilyn Hamer
CHESTER A. HAWKINS
SHERIFF

FILED

JUN 12 2000
01:44 pm
William A. Shaw
Prothonotary *E/KS*

COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL DIVISION)

ALAN J. BAKAS and
LORETTA R. BAKAS

Plaintiffs

vs.

JOHN J. BROWN and
WANDA L. BROWN

Defendants

No. 00- 659-CD

Type of Pleading: Complaint

Filed on behalf of: Alan Bakas and
Loretta Bakas

Counsel of Record for this party:

DAVID J. HOPKINS, ESQUIRE
Attorney at Law
Supreme Court No. 42519

900 Beaver Drive
DuBois, Pennsylvania 15801

(814) 375-0300

I hereby certify this to be a true
and attested copy of the original
statement filed in this case.

JUN 02 2000

Attest,

[Signature]
Prothonotary

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

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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.

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(814) 765-2641

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Plaintiff

vs.

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WANDA L. BROWN

Defendants

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No. 00-

COMPLAINT

NOW, comes the Plaintiffs, Alan J. Bakas and Loretta R. Bakas, by and through their attorney, David J. Hopkins, Esquire, and avers as follows:

1. Plaintiffs, Alan J. Bakas and Loretta R. Bakas, husband and wife, are adult individuals who reside in the Dominican Republic.
2. Defendants, John J. Brown and Wanda L. Brown, husband and wife, are adult individual who reside at Treasure Lake, DuBois, Pennsylvania 15865.
3. On or about August 25, 1994, Plaintiffs purchased real property set forth on Exhibit "A" at Sabula Lake from the Defendants.
4. Before the sale of the said property, Defendants completed a disclosure statement which stated that there were no problems with the septic system. A photocopy of the disclosure statement is attached hereto as Exhibit "B" and is incorporated as if set forth at length.
5. The representations about the septic system were made with the intent to induce the Plaintiffs to purchase the said property.

6. Plaintiffs aver that such representations were materially false as the septic system was not in working order at the time Defendants signed the disclosure statement.

7. Defendants made the representations to Plaintiff with actual knowledge of their falsity at the time they were made, or in reckless disregard of their truth or falsity.

8. Defendants had knowledge of the condition of the septic system superior to that of Plaintiffs, and had exclusive access to such knowledge, such that Defendants had a duty to advise Plaintiffs of the actual condition of the septic system.

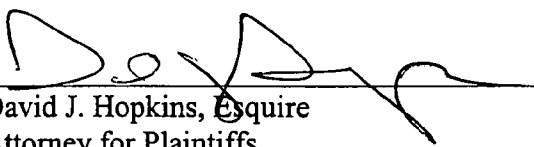
9. In justifiable reliance upon the material misrepresentations of Defendants and their failure to advise the Plaintiffs of the septic problems, Plaintiffs purchased the said property.

10. As a result of the misrepresentations of Defendants, Plaintiffs have been damaged in the amount of \$18,000.00.

11. Defendants actions constitute fraud and Defendants are liable for the fraudulent representations made to the Plaintiffs.

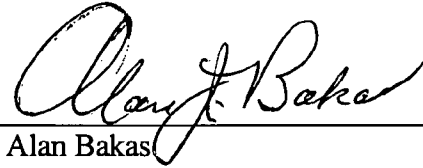
WHEREFORE, Plaintiffs demand judgment against Defendants in an amount less than \$20,000.00, cost of suit, attorney fees and such other relief as the Court deems just and equitable.

Respectfully submitted,


David J. Hopkins, Esquire
Attorney for Plaintiffs

VERIFICATION

I hereby verify that the statements made in this pleading are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A. Section 4904, relating to Unsworn Falsification to Authorities.



Alan Bakas

VERIFICATION

I hereby verify that the statements made in this pleading are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A. Section 4904, relating to Unsworn Falsification to Authorities.


Loretta R. Bakas



County Parcel No. _____

This Deed,

MADE the Twenty-fourth (24th) day of August
in the year nineteen hundred and ninety-four (1994)

BETWEEN JOHN J. BROWN and WANDA L. BROWN, husband and wife, of DuBois, Clearfield County, Pennsylvania, GRANTORS, Parties of the First Part;

A
N
D

ALAN J. BAKAS and LORETTA R. BAKAS, husband and wife, of DuBois, Clearfield County, Pennsylvania, as Tenants by the Entireties, GRANTEES, Parties of the Second Part;

WITNESSETH, That in consideration of---FIFTY-NINE THOUSAND and 00/100-----
-----(\$59,000.00)-----Dollars,
in hand paid, the receipt whereof is hereby acknowledged, the said grantor s do hereby grant
and convey to the said grantee s ,

ALL that certain piece or parcel of land situate, lying and being in Sandy Township, Clearfield County, Pennsylvania, and being bounded and described as follows, to wit:

BEGINNING at an iron pin, the Northwest corner of Lot No. 18, said corner being 5 Feet off the Easterly edge of a private road; thence by the Easterly line of said private road, North 26° 36' East 125.51 Feet to an iron pin, the Southwest corner of Lot No. 20; thence by the Southerly line of Lot No. 20, South 61° 47' East 150.0 Feet to an iron pin in the line of other lands of former Grantor of which this is a part; thence by line of land of former Grantor, South 26° 36' West 126.06 Feet to an iron pin, the Northeast corner of Lot No. 18; thence by the Northerly line of Lot No. 18, North 61° 34' West 150.0 Feet to an iron pin and the place of beginning. Containing 18,867.0 Square Feet, more or less. Known as Lot No. 19, in the Sabula Outing Club Plan of Lots.

EXCEPTING AND RESERVING from this conveyance a strip of land 5 feet wide for an easement along the Westerly side for utilities.

The above premises are subject to the following:

1. All easements, rights of way, reservations, restrictions, and limitations contained in Declaration of Restrictions of the Sabula Outing Club, dated the

2nd day of January, 1971, and recorded at Clearfield, Pennsylvania, in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania.

2. All the provisions contained in the Declarations of Restrictions, Sabula Outing Club, dated the 2nd day of January, 1971, and was previously recorded, all of the said restrictions being covenants which run with the land.
3. A lien for all unpaid charges or assessments which may be made by Sabula Outing Club, which lien shall run with the land and be an encumbrance against it if due.

BEING the same premises which were conveyed to John J. Brown and Wanda L. Brown, husband and wife, by Deed of Dennis Heemer and Elizabeth Heemer, husband and wife, dated January 25, 1979, and recorded in Clearfield County Deed Book Vol. 776, Page 011, on January 29, 1979.

hereby CERTIFY that this document
is recorded in the Recorder's Office of
Clearfield County, Pennsylvania.



Karen L. Starck

Karen L. Starck
Recorder of Deeds

CLEARFIELD COUNTY
ENTERED OF RECORD
TIMED 2:30 pm 8-26-94
BY *Paula Cherry*
FEES 13.58
Karen L. Starck, Recorder

NOTICE

In accordance with the provisions of "The Bituminous Mine Subsidence and Land Conservation Act of 1966", I/we, the undersigned grantee/grantees, hereby certify that I/we know and understand that I/we may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interest in the coal. I/we further certify that this certification is in a color contrasting with that in the deed proper and is printed in twelve point type preceded by the word "notice" printed in twenty-four point type.

Witness:

Paula Cherry

Alan J. Bakas
Alan J. Bakas

Individually & AS AGENT for
Loretta R. Bakas

This 25th day of August, 1994

THIS DOCUMENT MAY 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 pursuant to Act No. 255, approved September 10, 1965, as amended.)

Property Address: Box 220 RD 2 DuBois Pa

Seller: John L & Wanda L Brown

A seller must disclose to a buyer all known material defects about property being sold that are not readily observable. This disclosure statement is designed to assist Seller in complying with disclosure requirements and to assist Buyer in evaluating the property being considered.

This Statement discloses Seller's knowledge of the condition of the property as of the date signed by Seller and is not a substitute for any inspections or warranties that Buyer may wish to obtain. This Statement is not a warranty of any kind by Seller or a warranty or representation by the listing real estate broker (Agent for Seller), the selling real estate broker, or their agents. Buyer is encouraged to address concerns about the conditions of the property that may not be included in this Statement. This Statement does not relieve Seller of the obligation to disclose a material defect that may not be addressed on this form.

1. **SELLER'S EXPERTISE** Seller does not possess expertise in contracting, engineering, architecture, or other areas related to the construction and conditions of the property and its improvements, except as follows: _____

2. **OCCUPANCY** Do you, Seller, currently occupy this property? ☐ Yes ☒ No
If "no", when did you last occupy the property? 1992

3. **ROOF**

- (a) Date roof installed: 1991 Documented? ☒ Yes ☐ No ☐ Unknown
(b) Has the roof been replaced or repaired during your ownership? ☐ Yes ☐ No
If yes, were the existing shingles removed? ☐ Yes ☒ No ☐ Unknown
(c) Has the roof ever leaked during your ownership? ☒ Yes ☐ No
(d) Do you know of any problems with the roof, gutters or down spouts? ☐ Yes ☒ No

Explain any "yes" answers that you give in this section: _____

4. **BASEMENTS AND CRAWL SPACES (Complete only if applicable)**

- (a) Does the property have a sump pump? ☐ Yes ☒ No ☐ Unknown
(b) Are you aware of any water leakage, accumulation, or dampness within the basement or crawl space? ☒ Yes ☐ No
If "yes", describe in detail: Furnace area has some water comes down
Five DF Five place in extra heavy rain
(c) Do you know of any repairs or other attempts to control any water or dampness problem in the basement or crawl space? ☐ Yes ☒ No
If "yes", describe the location, extent, date, and name of the person who did the repair or control effort: _____

5. **TERMITES/WOOD DESTROYING INSECTS, DRYROT, PESTS**

- (a) Are you aware of any termites/wood destroying insects, dryrot, or pests affecting the property? ☐ Yes ☒ No
(b) Are you aware of any damage to the property caused by termites/wood destroying insects, dryrot, or pests? ☐ Yes ☒ No
(c) Is your property currently under contract by a licensed pest control company? ☐ Yes ☒ No
(d) Are you aware of any termite/pest control reports or treatments for the property in the last five years? ☐ Yes ☒ No

Explain any "yes" answers that you give in this section: _____

6. **STRUCTURAL ITEMS**

- (a) Are you aware of any past or present water leakage in the house or other structures? ☐ Yes ☒ No
(b) Are you aware of any past or present movement, shifting, deterioration, or other problems with walls, foundations, or other structural components? ☐ Yes ☒ No
(c) Are you aware of any past or present problems with driveways, walkways, patios, or retaining walls on the property? ☐ Yes ☒ No

Explain any "yes" answers that you give in this section. When explaining efforts to control or repair, please describe the location and extent of the problem, and the date and person by whom the work was done, if known: _____

7. **ADDITIONS/REMODELS** Have you made any additions, structural changes, or other alterations to the property? ☒ Yes ☐ No
If yes, describe: 2 Decks Added

8. **WATER AND SEWAGE**

- (a) What is the source of your drinking water?
☐ Public ☐ Community System ☒ Well on Property Other (explain) Spring
(b) If your drinking water is not public,
When was your water last tested and what was the result of the test? ? Result of test OK
Is the pumping system in working order? ☒ Yes ☐ No
If "no", explain: _____
(c) Do you have a softener, filter, or other purification system? ☐ Yes ☒ No ☐ Leased ☐ Owned
(d) What is the type of sewage system? ☐ Public Sewer ☐ Private Sewer ☒ Septic Tank ☐ Cesspool
Other (explain) _____
(e) Is there a sewage pump? ☐ Yes ☒ No
If yes, is it in working order? ☐ Yes ☐ No
(f) When was the septic system or cesspool last serviced? Pumped approx 5 yrs ago
(g) Is either the water or sewage system shared? ☐ Yes ☒ No
If "yes", explain: _____
(h) Are you aware of any leaks, backups, or other problems relating to any of the plumbing, water, and sewage-related items? ☐ Yes ☒ No
If "yes", explain: _____

9. **PLUMBING SYSTEM**

- (a) Type of plumbing: ☒ copper ☐ galvanized ☐ lead ☒ PVC ☐ Unknown
Other (explain): _____
(b) Are you aware of any problems with any of your plumbing fixtures (e.g., including but not limited to: kitchen, laundry, or bathroom fixtures; wet bars; hot water heater, etc.)? ☒ Yes ☐ No
If "yes", explain: Kitchen Faucet Need replaced

10. **HEATING AND AIR CONDITIONING**

- (a) Type of air conditioning: ☐ Central Electric ☐ Central Gas ☐ Wall ☒ None
Number of window units included in sale _____ Location _____
(b) List any areas of the house that are not air conditioned: _____
(c) Type of heating: ☐ Electric ☒ Fuel Oil ☐ Natural Gas
Other (explain): Hard Coal
(d) List any areas of the house that are not heated: _____
(e) Type of water heating: ☐ Electric ☐ Gas ☐ Solar
Other Coal in Furnace
(f) Are you aware of any underground fuel tanks on the property? ☒ Yes ☐ No
If yes, describe: 500 gal Fuel oil tank
Are you aware of any problems with any item in this section? ☐ Yes ☒ No
If "yes", explain: _____

11. **ELECTRICAL SYSTEM** Are you aware of any problems or repairs needed in the electrical system? ☐ Yes ☒ No
If "yes", explain: _____
12. **OTHER EQUIPMENT AND APPLIANCES INCLUDED IN SALE**
(a) ☐ Electric Garage Door Opener No. of Transmitters _____
(b) ☒ Smoke Detectors How many? 2 Location 1st + 2nd Floor
(c) ☐ Security Alarm System ☐ Owned ☐ Leased Lease Information _____
(d) ☐ Lawn Sprinkler No. _____ ☐ Automatic Timer _____
(e) ☐ Swimming Pool ☐ Pool Heater ☐ Spa/Hot Tub _____
Pool/Spa Equipment (list): _____
(f) ☐ Refrigerator ☒ Range ☐ Microwave Oven ☐ Dishwasher ☐ Trash Compactor ☐ Garbage Disposal
(g) ☐ Washer ☐ Dryer _____
(h) ☐ Intercom _____
(i) ☐ Ceiling fans No. 3 Location Living Room Dining room Bedroom
(j) Other: _____
Are any items in this section in need of repair or replacement? ☐ Yes ☒ No ☐ Unknown
If "yes", explain: _____

13. **LAND (SOILS, DRAINAGE, AND BOUNDARIES)**
(a) Are you aware of any fill or expansive soil on the property? ☐ Yes ☒ No
(b) Are you aware of any sliding, settling, earth movement, upheaval, subsidence, or earth stability problems that have occurred on or affect the property? ☐ Yes ☒ No
(c) Are you aware of any existing or proposed mining, strip-mining, or any other excavations that might affect this property? ☐ Yes ☒ No
(d) To your knowledge, is this property, or part of it, located in a flood zone or wetlands area? ☐ Yes ☒ No
(e) Do you know of any past or present drainage or flooding problems affecting the property? ☐ Yes ☒ No
(f) Do you know of any encroachments, boundary line disputes, or easements? ☐ Yes ☒ No
Note to Buyer: Most properties have easements running across them for utility services and other reasons. In many cases, the easements do not restrict the ordinary use of the property, and Seller may not be readily aware of them. Buyers may wish to determine the existence of easements and restrictions by examining the property and ordering an Abstract of Title or searching the records in the Office of the Recorder of Deeds for the county before entering into an Agreement of Sale.
(g) Are you aware of any shared or common areas (e.g., driveways, bridges, docks, walls, etc.) or maintenance agreements? ☐ Yes ☒ No
Explain any "yes" answers that you give in this section: _____

14. **HAZARDOUS SUBSTANCES**
(a) Are you aware of any underground tanks or hazardous substances present on the property (structure or soil) such as, but not limited to, asbestos, Polychlorinated biphenyls (PCBs), radon, lead paint, Urea Formaldehyde Foam Insulation (UFFI), etc.? ☐ Yes ☒ No
(b) To your knowledge, has the property been tested for any hazardous substances? ☐ Yes ☒ No
(c) Do you know of any other environmental concerns that might impact upon the property? ☐ Yes ☒ No
Explain any "yes" answers that you give in this section: _____

15. **CONDOMINIUMS AND OTHER HOMEOWNERS ASSOCIATIONS (Complete only if applicable)**
(a) Type: ☐ Condominium* ☐ Co-op ☒ Homeowners Association
Other _____
(b) Are you aware of any defect, damage, or problem with any common element or common area that materially affects the property? ☐ Yes ☒ No
(c) Are you aware of any condition or claim which may result in an increase in assessments or fees? ☐ Yes ☒ No
Explain any "yes" answers that you give in this section: _____

**Notice Regarding Condominiums: According to Section 3407 of the Pennsylvania Uniform Condominium Act, a buyer of a resale unit in a condominium must receive a Certificate of Resale issued by the Condominium Association. Buyer will have the option of cancelling the Agreement with return of all deposit monies for five days after the Certificate is received.*

16. **MISCELLANEOUS**
(a) Are you aware of any existing or threatened legal action affecting the property? ☐ Yes ☒ No
(b) Do you know of any violations of local, state, or federal laws or regulations relating to this property? ☐ Yes ☒ No
(c) Are you aware of any public improvement, condominium or homeowner association assessments against the property that remain unpaid or of any violations of zoning, housing, building, safety or fire ordinances that remain uncorrected? ☐ Yes ☒ No
(d) Are you aware of any judgment, encumbrance, lien (for example co-maker or equity loan) or other debt against this property that cannot be satisfied by the proceeds of this sale? ☐ Yes ☒ No
(e) Are you aware of any reason, including a defect in title, that would prevent you from giving a warranty deed or conveying title to the property? ☐ Yes ☒ No
Explain any "yes" answers that you give in this section: _____

The undersigned Seller represents that the information set forth in this disclosure statement is accurate and complete to the best of Seller's knowledge. Seller hereby authorizes the Agent for Seller to provide this information to prospective buyers of the property and to other real estate agents. **SELLER ALONE IS RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED IN THIS STATEMENT AND AGREES TO NOTIFY AGENT FOR SELLER IMMEDIATELY IN WRITING IF ANY INFORMATION SET FORTH IN THIS DISCLOSURE STATEMENT CHANGES IN ANY WAY.** Seller agrees to hold Agent(s) harmless from any and all claims arising out of Seller's failure to properly disclose any condition.

SELLER John Brown
SELLER Donald Brown
SELLER _____

DATE 7-11-94

DATE _____

DATE _____

EXECUTOR, ADMINISTRATOR, TRUSTEE, S.

The undersigned has never occupied the property and lacks the personal knowledge necessary to complete this Disclosure Statement.

DATE _____

RECEIPT AND ACKNOWLEDGEMENT BY BUYER

Buyer acknowledges receipt of this Disclosure Statement. Buyer acknowledges that this Statement is not a warranty and that, unless stated otherwise in the sales contract, Buyer is purchasing this property in its present condition. It is Buyer's responsibility to satisfy himself or herself as to the condition of the property. Buyer may request that the property be inspected, at Buyer's expense and by qualified professionals, to determine the condition of the structure or its components.

BUYER Clayton
BUYER _____
BUYER _____

DATE 8-19-94

DATE _____

DATE _____

DAVID B. INZANA

Attorney at Law

920 Fifth Avenue

Brockway, PA 15824

814-265-0282 • FAX 814-265-0317

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

ALAN J BAKAS and
LORETTA R. BAKAS,
Plaintiffs

vs.

JOHN J. BROWN and
WANDA L. BROWN,
Defendants

No. 00-659-CD

Type of Pleading: Answer and New Matter

Filed on Behalf of: Defendants

Counsel of Record for this party:

DAVID B. INZANA, ESQUIRE
Supreme Court No. 75569
920 Fifth Avenue
Brockway, PA 15824
(814) 265-0282

FILED

MAR 03 2000

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

ALAN J BAKAS and
LORETTA R. BAKAS,
Plaintiffs

vs.

JOHN J. BROWN and
WANDA L. BROWN,
Defendants

No. 00-659-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 Answer 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.

Office of the Court Administrator
Clearfield County Courthouse
North Second Street
Clearfield, Pennsylvania 15801
(814) 765-2641

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

ALAN J BAKAS and
LORETTA R. BAKAS,
Plaintiffs

vs.

JOHN J. BROWN and
WANDA L. BROWN,
Defendants

No. 00-659-CD

ANSWER

AND NOW, comes the Defendants, JOHN J. BROWN and WANDA L. BROWN, by and through their attorney, DAVID B. INZANA, ESQUIRE, and files the within Answer and New Matter:

1. After reasonable investigation, Defendants are without knowledge or information sufficient to form a belief as to the truth of where Plaintiffs reside.

2. Admitted.

3. Admitted.

4. Admitted.

5. Defendants herein are without knowledge or information sufficient to form a belief as to the truth of whether representations about the septic system were made with the intent to induce the Plaintiffs to purchase said property and strict proof of the same is hereby demanded at the trial. To the contrary, Defendants herein made no representations with the intent to induce the Plaintiffs to purchase the said property.

6. Denied. Defendants specifically deny that they made any representations which were materially false. In addition, Defendants specifically deny that the septic system was not in good working order. To the contrary, the septic system at the time of the sale was in good working order.

7. Denied. It is specifically denied that Defendants made any representations to the Plaintiffs at any time with actual knowledge of their falsity or with their reckless disregard as to the truth of said statements.

8. Denied. It is specifically denied that Defendants were under any other obligation to inform Plaintiffs as to the condition of the septic system other than that which was disclosed on the Property Disclosure Statement. In addition, the Plaintiffs herein had every opportunity prior to the sale to inspect the premises, including the septic system or to have professionals do the same, to determine if there were any problems with the septic.

9. Defendants are without knowledge or information sufficient to form a belief as to the truth of Plaintiff's reliance. In addition, Defendants herein specifically deny that any material misrepresentations occurred in relation to this sale.

10. Denied. It is specifically denied that Defendants have made any misrepresentations to Plaintiffs in relation to the sale. In addition, Defendants are without knowledge or information sufficient to form an opinion as to the truth of the amount of damages Plaintiffs claim and strict proof of the same is hereby demanded at trial.

11. Denied. Defendant's actions in relation to the sale of this property and in the disclosure of all items were prudent, honest and reasonable in all respects.

WHEREFORE, Defendants hereby request this Honorable Court to enter judgment in it's favor and against the Plaintiffs and request this Court to award attorney's fees for the defense of this action.

NEW MATTER

12. Defendants hereby incorporate paragraphs 1 through 11 in the above Answer to Plaintiff's Complaint as if the same were set forth and full.

13. Plaintiffs herein at all times prior to the final settlement of the sale of the property herein had the opportunity to inspect the property.

14. The Seller's Property Disclosure Statement clearly indicates that said statement was not a substitute for any inspection or warranty that Plaintiffs could have obtained. In addition, it stated that it was the Plaintiffs responsibility to satisfy himself or herself as to the condition of the property.

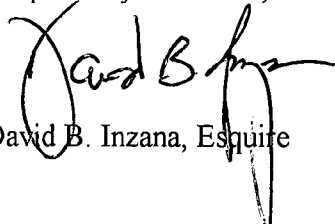
15. Even assuming the condition of the septic system was unsatisfactory, Plaintiffs failure to obtain an inspection of the septic system to discover any unknown defects constitutes negligence on their part.

16. The defense that this action is barred by the Statute of Limitations provided in 42 Pa.C.S.A. Section 5524(7) is hereby asserted by the Defendant.

17. The defense that this action is barred by the Statute of Limitations provided in 42 Pa.C.S.A. Section 1032 is hereby asserted by the Defendant.

WHEREFORE, Defendants hereby request this Honorable Court to enter judgment in it's favor and against the Plaintiffs and request this Court to award attorney's fees for the defense of this action.

Respectfully submitted,


David B. Inzana, Esquire

VERIFICATION


I, **JOHN J. BROWN**, hereby certify that these statements made in the within

Answer and New Matter are true and correct to the best of my information, knowledge and belief.

I understand that false statements made herein are subject to the penalties of 18 Pa. C.S.

Section 4904, relating to unsworn falsification to authorities.

Date: 6-29-00


John J. Brown

VERIFICATION


I, **WANDA L. BROWN**, hereby certify that these statements made in the within

Answer and New Matter are true and correct to the best of my information, knowledge and belief.

I understand that false statements made herein are subject to the penalties of 18 Pa. C.S.

Section 4904, relating to unsworn falsification to authorities.

Date: 6-29-00


Wanda L. Brown

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL DIVISION)

ALAN J. BAKAS and
LORETTA R. BAKAS
Plaintiffs

vs.

JOHN J. BROWN and
WANDA L. BROWN
Defendants

No. 00-659 C.D.

Type of Pleading: Answer to New
Matter

Filed on behalf of: Alan Bakas and
Loretta Bakas

Counsel of Record for this party:

DAVID J. HOPKINS, ESQUIRE
Attorney at Law
Supreme Court No. 42519

900 Beaver Drive
DuBois, Pennsylvania 15801

(814) 375-0300

FILED

JUL 17 2000

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL DIVISION)

ALAN J. BAKAS and
LORETTA R. BAKAS

Plaintiff

vs.

JOHN J. BROWN and
WANDA L. BROWN

Defendants

:
:
:
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:
:

No. 00-659 C.D.

ANSWER TO NEW MATTER

NOW, comes the Plaintiffs, Alan J. Bakas and Loretta R. Bakas, by and through their attorneys, The Hopkins Law Firm, and answers the New Matter filed by Defendants as follows:

12. No answer is required of this paragraph.

13. Admitted in part and denied in part. Plaintiff admits prior to final settlement they had the opportunity to inspect the property. However, the defects in the septic system were not available for discovery during said final inspection and as set forth in Plaintiffs' Complaint, Plaintiffs relied upon the disclosure statements of Defendants which were false.

14. No answer is required of this paragraph. The Seller's Property Disclosure Statement says what it says.

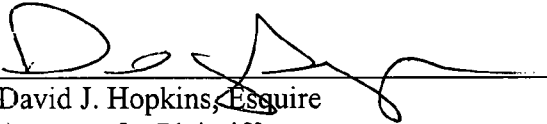
15. Denied. At all material times hereto, Defendants gave false and misleading information to Plaintiffs with knowledge that the Plaintiffs would rely upon said false statement.

16. Denied. The statute of limitations is at least six (6) years.

17. Denied. The statute of limitations is at least six (6) years.

WHEREFORE, Plaintiffs demand Defendants' New Matter be dismissed with prejudice.

Respectfully submitted,



David J. Hopkins, Esquire
Attorney for Plaintiffs

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL DIVISION)

ALAN J. BAKAS and
LORETTA R. BAKAS

Plaintiff

vs.

JOHN J. BROWN and
WANDA L. BROWN

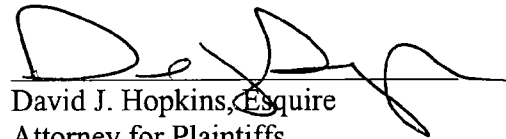
Defendants

No. 00-659 C.D.

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that a true and correct copy of the Answer to New Matter filed on behalf of Alan J. Bakas and Loretta R. Bakas was forwarded on the 14th day of July, 2000, by U.S. Mail, postage prepaid, to all counsel of record, addressed as follows:

David B. Inzana
920 Fifth Avenue
Brockway, PA 15824


David J. Hopkins, Esquire
Attorney for Plaintiffs
Supreme Court No. 42519

THE HOPKINS LAW FIRM

900 Beaver Drive, DuBois, Pennsylvania 15801
VOICE: (814) 375-0300 FAX: (814) 375-5035

5

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL DIVISION)

ALAN J. BAKAS and
LORETTA R. BAKAS

Plaintiffs

vs.

JOHN J. BROWN and
WANDA L. BROWN

Defendants

No. 00-659 C.D.

Type of Pleading: Motion for Judgment
Upon Admissions

Filed on behalf of: Alan J. Bakas and
Loretta R. Bakas, Plaintiffs

Counsel of Record for this party:
DAVID J. HOPKINS, ESQUIRE
Attorney at Law
Supreme Court No. 42519

900 Beaver Drive
DuBois, Pennsylvania 15801

(814) 375-0300

FILED

OCT 11 2000

William A. Shaw
Clerk

2. Plaintiffs' Complaint alleges Plaintiffs purchased real property and home located at Sabula Lake, Sandy Township, from the Defendants on August 25, 1994. Prior to their purchase, Defendants completed a disclosure statement which stated they were aware of no problems with the septic system at the property. Plaintiffs averred that the representations of the Defendants were materially false as the septic system was not in working order at the time Defendant signed the disclosure statement and the Defendants knew the system was not working.

3. On June 30, 2000, Defendants, John J. Brown and Wanda L. Brown, filed an Answer and New Matter. A copy of Defendants Answer and New Matter is attached as Exhibit "B". Defendants' specifically deny that any representations were false and stated the septic system at the time of the sale was in good working order.

4. On July 17, 2000, Plaintiffs filed an Answer to Defendants' New Matter. A copy of Plaintiffs' Answer to New Matter is attached as Exhibit "C".

5. Plaintiffs then issued Request for Admissions Pursuant Pa.R.C.P. 4014 and therein requested Defendants admit or deny the following allegations:

1. Defendants, John J. Brown and Wanda L. Brown, owned the said property at issue known as Lot No. 19 in the Sabula Outing Club Plan of Lots, situated in Sandy Township, Clearfield County, Pennsylvania from 1979 until 1994.

2. On August 24, 1994, Defendants, John J. Brown and Wanda L. Brown, sold the Sabula Lake property to Plaintiffs, Alan J. Bakas and Loretta R. Bakas.

3. On July 11, 1994, Defendants, John J. Brown and Wanda L. Brown, signed a Seller's Property Disclosure Statement. A copy of which is attached hereto as Exhibit "A".

4. On June 10, 1980, one of the Directors of the Sabula Outing Club called attention to the Board that the septic system of Jack Brown was not working properly and that contamination was getting into Sabula Lake.

5. In 1980, William Brown approached Defendants, John J. Brown and Wanda L. Brown, regarding their septic system not working property.

6. In 1994, Defendant's knew that their septic system was leaking into Sabula Lake.

6. Defendants failed to answer the Plaintiffs' Request for Admissions within the statutory period of time. Defendants' failure to answer the Plaintiffs' Request for Admissions constitutes admissions under Pa.R.C.P. 4014(b). Accordingly, Defendants

admit they own the property at issue from 1979 until 1994. Defendants admit they sold the property to Plaintiffs. Defendants admit signing the sellers' property disclosure statement. Plaintiffs admit that on June 10, 1980, one of the Directors of the Sabula Outing Club called attention to the Board that the septic system of Defendants were not working properly and Defendants knew contamination was getting into Sabula Lake.

The Property Disclosure Statement attached to Plaintiffs' Complaint states: "Are you aware of any leaks, backups or other problems relating to any of the plumbing, water and sewage related items". Defendants answered the aforesaid question, "No".

Inasmuch as Defendants have now admitted they executed the Property Disclosure Statement at a time when they knew their septic system was leaking into Sabula Lake, then the allegations set forth in the Property Disclosure Statement was false and their statements constitute a fraud in which Plaintiffs have suffered damages of \$18,000.00.

WHEREFORE, Plaintiffs respectfully request that this Court enter judgment in favor of the Plaintiffs and against the Defendants based upon the admissions heretofore made by the Defendants in the amount of \$18,000.00.

Respectfully submitted,


David J. Hopkins, Esquire

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL DIVISION)

ALAN J. BAKAS and
LORETTA R. BAKAS

Plaintiff

vs.

JOHN J. BROWN and
WANDA L. BROWN

Defendants

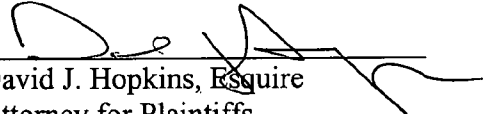
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No. 00-659 C.D.

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that a true and correct copy of the Motion for Judgment Upon Admission, filed on behalf of Alan J. Bakas and Loretta R. Bakas was forwarded on the 10th day of October, 2000, by U.S. Mail, postage prepaid, to all counsel of record, addressed as follows:

David B. Inzana, Esquire
920 Fifth Avenue
Brockway, PA 15824


David J. Hopkins, Esquire
Attorney for Plaintiffs
Supreme Court No. 42519

DAVID B. INZANA

Attorney at Law

920 Fifth Avenue

Brockway, PA 15824

814-265-0282 • FAX 814-265-0317

8

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL DIVISION)

ALAN J. BAKAS and
LORETTA R. BAKAS

Plaintiff

vs.

JOHN J. BROWN and
WANDA L. BROWN

Defendants


:
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:
:

No. 00-659 C.D.

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that a true and correct copy of the Request for Admissions Pursuant to Pa.R.C.P. 4014, filed on behalf of Alan J. Bakas and Loretta R. Bakas was forwarded on the 21st day of July, 2000, by U.S. Mail, postage prepaid, to all counsel of record, addressed as follows:

David B. Inzana, Esquire
920 Fifth Avenue
Brockway, PA 15824


David J. Hopkins, Esquire
Attorney for Plaintiffs
Supreme Court No. 42519

FILED

OCT 11 2000

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL DIVISION)

ALAN J. BAKAS and
LORETTA R. BAKAS

Plaintiffs

vs.

JOHN J. BROWN and
WANDA L. BROWN

Defendants

No. 00-659 C.D.

RULE RETURNABLE

NOW, this 12th day of October, 2000, upon consideration of the attached Motion, a Rule is hereby issued upon Defendant, John & Wanda Brown, to Show Cause why the Motion should not be granted. Rule Returnable the 15th day of November, 2000, for filing written response.

NOTICE

A PETITION OR MOTION HAS BEEN FILED AGAINST YOU IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PETITION BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE MATTER SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND AN ORDER MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR RELIEF REQUESTED BY THE PETITIONER OR MOVANT. YOU MAY LOSE 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.

COURT ADMINISTRATOR
Clearfield County Courthouse
1 North Second Street
Clearfield, PA 16830
(814) 765-2641, Ext. 50-51

FILED

OCT 13 2000

William A. Shaw
Prothonotary

BY THE COURT,

JUDGE

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL DIVISION)

ALAN J. BAKAS and
LORETTA R. BAKAS
Plaintiffs

VS.

JOHN J. BROWN and
WANDA L. BROWN
Defendants.

No. 00-659 C.D.

Type of Pleading:
MOTION FOR JUDGMENT
on the Pleadings

Filed on behalf of:
Defendants

Counsel of record for this party:
DAVID B. INZANA, ESQUIRE
Supreme Court No. 75569
920 Fifth Avenue
Brockway, PA 15824
(814) 265-0282

FILED

OCT 16 2000

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL DIVISION)

ALAN J. BAKAS and
LORETTA R. BAKAS

Plaintiffs

VS.

JOHN J. BROWN and
WANDA L. BROWN

Defendants.

No. 00-659 C.D.

RULE RETURNABLE

AND NOW, this 18th day of October, 2000, upon consideration of the
attached Motion, a Rule is hereby issued upon the Plaintiff, Alan J. Bakas and Loretta R. Bakas, to Show
Cause why the Motion should not be granted. Rule Returnable the 7th day of
November, 2000, for filing written response.

NOTICE

A PETITION OR MOTION HAS BEEN FILED AGAINST YOU IN COURT. IF YOU WISH TO
DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PETITION BY
ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN
WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE MATTER SET
FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE
MAY PROCEED WITHOUT YOU AND AN ORDER MAY BE ENTERED AGAINST YOU BY
THE COURT WITHOUT FURTHER NOTICE FOR RELIEF REQUESTED BY THE
PETITIONER OR MOVANT. YOU MAY LOSE 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.

COURT ADMINISTRATOR
Clearfield County Courthouse
1 North Second Street
Clearfield, PA 16830
(814) 765-2641, EXT. 50-51

BY THE COURT,

JUDGE

FILED

OCT 18 2000

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL DIVISION)

ALAN J. BAKAS and
LORETTA R. BAKAS
Plaintiffs

VS.

JOHN J. BROWN and
WANDA L. BROWN
Defendants.

No. 00-659 C.D.

MOTION FOR JUDGMENT ON THE PLEADINGS

AND NOW, comes Defendants, John J. Brown and Wanda L. Brown, by and through their attorney, David B. Inzana, Esquire, and respectfully moves this Court pursuant to Pa.R.C.P. 1034 for a judgment on the pleading in its favor for the following reasons:

1. On June 2, 2000, Plaintiff instituted the present lawsuit by filing a Complaint alleging that Defendant made fraudulent misrepresentations to the Plaintiff in regards to the sale of property to Plaintiff and that said misrepresentations occurred on the Seller's Property Disclosure Statement executed on July 11, 1994. Said property transfer occurred on August 25, 1994. A copy of Plaintiff's Complaint is attached hereto and made a part hereof as Exhibit "A".

2. On June 30, 2000, Defendant filed an Answer to Plaintiff's Complaint with New Matter, denying all liability and raising the affirmative defense that Plaintiff's cause of action was barred by the applicable statute of limitations. A true and correct copy of Defendant's Answer and New Matter is attached hereto and made a part hereof as Exhibit "B".

3. On or about July 13, 2000, Plaintiff filed a Reply to Defendant's New Matter, denying the defense of the statute limitations as a conclusion of law. A true and correct copy of Plaintiff's Reply to New Matter is attached as Exhibit "C".


4. Plaintiff alleges in their Complaint that damage to their premises occurred on August 25, 1994, the date the property was transferred, nearly six years before the Plaintiff instituted suit.

5. As this is an action based upon fraud and misrepresentation of a sales agreement, the applicable statutes of limitation are 42 Pa.C.S.A. Section 5524 and 42 Pa.C.S.A. Section 1032, which requires that suit be brought within two years.

6. Plaintiff instituted suit almost six years after the date of the alleged occurrence and therefore is barred under the applicable rules as cited above.

WHEREFORE, Defendants respectfully request this Honorable Court to enter judgment in their favor and against the Plaintiff on Plaintiff's Complaint and assess costs against Plaintiffs.

Respectfully submitted,


David B. Inzana, Esq.
Attorney for Defendants

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL DIVISION)

ALAN J. BAKAS and
LORETTA R. BAKAS
Plaintiff

No. 00-659 C.D.

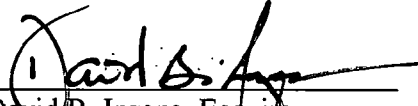
VS.

JOHN J. BROWN and
WANDA L. BROWN
Defendants.

CERTIFICATE OF SERVICE

I, David B. Inzana, Esquire, hereby certify that a true and correct copy of the Motion for Judgment on the Pleadings was forwarded on the 13th day of October, 2000, by depositing the same with the United States Mail, postage prepaid to the counsel of record, addressed as follows:

David J. Hopkins, Esquire
900 Beaver Drive
DuBois, PA 15801



David B. Inzana, Esquire
Attorney for Defendants

FILED

OCT 16 2008
M 11:37 AM
William A. Shaw
Prothonotary

11-37

prothonotary

134

IN THE COURT OF COMMON PLEAS OF CLEARFELD COUNTY, PENNSYLVANIA
(CIVIL DIVISION)

COPY

ALAN J. BAKAS and
LORETTA R. BAKAS

Plaintiffs

vs.

JOHN J. BROWN and
WANDA L. BROWN

Defendants

No. 00- 659-CD

Type of Pleading: Complaint

Filed on behalf of: Alan Bakas and
Loretta Bakas

Counsel of Record for this party:

DAVID J. HOPKINS, ESQUIRE
Attorney at Law
Supreme Court No. 42519

900 Beaver Drive
DuBois, Pennsylvania 15801

(814) 375-0300

I hereby certify this to be a true
and attested copy of the original
statement filed in this case.

JUN 02 2000

EXHIBIT "A"

Attest.


Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFEILD COUNTY, PENNSYLVANIA
(CIVIL DIVISION)

ALAN J. BAKAS and
LORETTA R. BAKAS

Plaintiff

vs.

No. 00-

JOHN J. BROWN and
WANDA L. BROWN

Defendants

NOTICE

TO DEFENDANTS:

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.

Office of the Court Administrator
Clearfield County Courthouse
North Second Street
Clearfield, Pennsylvania 15801
(814) 765-2641

IN THE COURT OF COMMON PLEAS OF CLEARFEILD COUNTY, PENNSYLVANIA
(CIVIL DIVISION)

ALAN J. BAKAS and
LORETTA R. BAKAS

Plaintiff

vs.

JOHN J. BROWN and
WANDA L. BROWN

Defendants

No. 00-

COMPLAINT

NOW, comes the Plaintiffs, Alan J. Bakas and Loretta R. Bakas, by and through their attorney, David J. Hopkins, Esquire, and avers as follows:

1. Plaintiffs, Alan J. Bakas and Loretta R. Bakas, husband and wife, are adult individuals who reside in the Dominican Republic.

2. Defendants, John J. Brown and Wanda L. Brown, husband and wife, are adult individual who reside at Treasure Lake, DuBois, Pennsylvania 15865.

3. On or about August 25, 1994, Plaintiffs purchased real property set forth on Exhibit "A" at Sabula Lake from the Defendants.

4. Before the sale of the said property, Defendants completed a disclosure statement which stated that there were no problems with the septic system. A photocopy of the disclosure statement is attached hereto as Exhibit "B" and is incorporated as if set forth at length.

5. The representations about the septic system were made with the intent to induce the Plaintiffs to purchase the said property.

6. Plaintiffs aver that such representations were materially false as the septic system was not in working order at the time Defendants signed the disclosure statement.

7. Defendants made the representations to Plaintiff with actual knowledge of their falsity at the time they were made, or in reckless disregard of their truth or falsity.

8. Defendants had knowledge of the condition of the septic system superior to that of Plaintiffs, and had exclusive access to such knowledge, such that Defendants had a duty to advise Plaintiffs of the actual condition of the septic system.

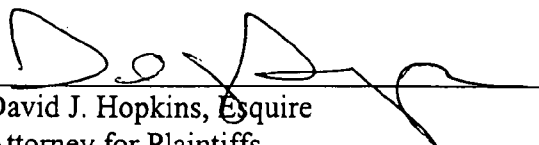
9. In justifiable reliance upon the material misrepresentations of Defendants and their failure to advise the Plaintiffs of the septic problems, Plaintiffs purchased the said property.

10. As a result of the misrepresentations of Defendants, Plaintiffs have been damaged in the amount of \$18,000.00.

11. Defendants actions constitute fraud and Defendants are liable for the fraudulent representations made to the Plaintiffs.

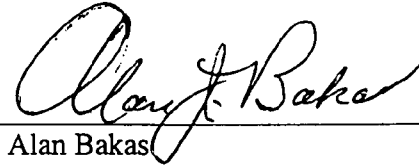
WHEREFORE, Plaintiffs demand judgment against Defendants in an amount less than \$20,000.00, cost of suit, attorney fees and such other relief as the Court deems just and equitable.

Respectfully submitted,


David J. Hopkins, Esquire
Attorney for Plaintiffs

VERIFICATION

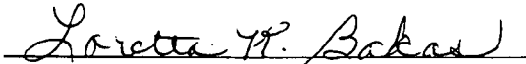
I hereby verify that the statements made in this pleading are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A. Section 4904, relating to Unsworn Falsification to Authorities.

A handwritten signature in cursive script, reading "Alan J. Bakas", is written over a horizontal line. The signature is fluid and stylized, with the first name "Alan" and last name "Bakas" clearly legible despite the cursive style. The middle initial "J." is smaller and less distinct.

Alan Bakas

VERIFICATION

I hereby verify that the statements made in this pleading are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A. Section 4904, relating to Unsworn Falsification to Authorities.


Loretta R. Bakas

County Parcel No. _____

This Deed,

MADE the Twenty-fourth (24th) day of August
in the year nineteen hundred and ninety-four (1994)

BETWEEN JOHN J. BROWN and WANDA L. BROWN, husband and wife, of DuBois, Clearfield County, Pennsylvania, GRANTORS, Parties of the First Part;

A
N
D

ALAN J. BAKAS and LORETTA R. BAKAS, husband and wife, of DuBois, Clearfield County, Pennsylvania, as Tenants by the Entireties, GRANTEES, Parties of the Second Part;

WITNESSETH, That in consideration of---FIFTY-NINE THOUSAND and 00/100-----
-----(\$59,000.00)-----Dollars,
in hand paid, the receipt whereof is hereby acknowledged, the said grantor s do hereby grant
and convey to the said grantee s ,

ALL that certain piece or parcel of land situate, lying and being in Sandy Township, Clearfield County, Pennsylvania, and being bounded and described as follows, to wit:

BEGINNING at an iron pin, the Northwest corner of Lot No. 18, said corner being 5 Feet off the Easterly edge of a private road; thence by the Easterly line of said private road, North 26° 36' East 125.51 Feet to an iron pin, the Southwest corner of Lot No. 20; thence by the Southerly line of Lot No. 20, South 61° 47' East 150.0 Feet to an iron pin in the line of other lands of former Grantor of which this is a part; thence by line of land of former Grantor, South 26° 36' West 126.06 Feet to an iron pin, the Northeast corner of Lot No. 18; thence by the Northerly line of Lot No. 18, North 61° 34' West 150.0 Feet to an iron pin and the place of beginning. Containing 18,867.0 Square Feet, more or less. Known as Lot No. 19, in the Sabula Outing Club Plan of Lots.

EXCEPTING AND RESERVING from this conveyance a strip of land 5 feet wide for an easement along the Westerly side for utilities.

The above premises are subject to the following:

1. All easements, rights of way, reservations, restrictions, and limitations contained in Declaration of Restrictions of the Sabula Outing Club, dated the

2nd day of January, 1971, and recorded at Clearfield, Pennsylvania, in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania.

2. All the provisions contained in the Declarations of Restrictions, Sabula Outing Club, dated the 2nd day of January, 1971, and was previously recorded, all of the said restrictions being covenants which run with the land.
3. A lien for all unpaid charges or assessments which may be made by Sabula Outing Club, which lien shall run with the land and be an encumbrance against it if due.

BEING the same premises which were conveyed to John J. Brown and Wanda L. Brown, husband and wife, by Deed of Dennis Heemer and Elizabeth Heemer, husband and wife, dated January 25, 1979, and recorded in Clearfield County Deed Book Vol. 776, Page 011, on January 29, 1979.

hereby CERTIFY that this document
is recorded in the Recorder's Office of
Clearfield County, Pennsylvania.



Karen L. Starck

Karen L. Starck
Recorder of Deeds

CLEARFIELD COUNTY
ENTERED OF RECORD
TIME 2:30 pm 8-26-94
BY Paula Cherry
FEES 13.58
Karen L. Starck, Recorder

NOTICE

In accordance with the provisions of "The Bituminous Mine Subsidence and Land Conservation Act of 1966", I/we, the undersigned grantee/grantees, hereby certify that I/we know and understand that I/we may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interest in the coal. I/we further certify that this certification is in a color contrasting with that in the deed proper and is printed in twelve point type preceded by the word "notice" printed in twenty-four point type.

Witness:

Paula Cherry

Alan J. Bakas

Alan J. Bakas
Individually & as Agent for
Loretta R. Bakas

This 25th day of August, 1994

THIS DOCUMENT MAY 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 pursuant to Act No. 255, approved September 10, 1965, as amended.)

AND the said grantors will GENERALLY hereby conveyed.

WARRANT AND FOREVER DEFEND the property

IN WITNESS WHEREOF, said grantors have hereunto set their hands and seals, the day and year first above-written.

Sealed and delivered in the presence of

Paula M. Cherry

John J. Brown [Seal]
John J. Brown

Wanda L. Brown

Wanda L. Brown [Seal]
Wanda L. Brown

[Seal]

[Seal]

[Seal]

CERTIFICATE OF RESIDENCE

I hereby certify, that the precise residence of the grantees herein is as follows:

R.D. #2, Box 220
DuBois, PA 15801

Paula M. Cherry
Attorney or Agent for Grantee S

Commonwealth of Pennsylvania

County of Clearfield

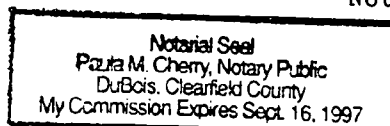
ss.

On this, the 25th day of August, 19 94, before me, a Notary Public, the undersigned officer, personally appeared JOHN J. BROWN and WANDA L. BROWN, husband and wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

My Commission Expires 9/1/97

Paula M. Cherry
Notary Public



Property Address: Box 220 RD 2 DeBois Pa

Seller: John F & Wanda L Brown

A seller must disclose to a buyer all known material defects about property being sold that are not readily observable. This disclosure statement is designed to assist Seller in complying with disclosure requirements and to assist Buyer in evaluating the property being considered.

This Statement discloses Seller's knowledge of the condition of the property as of the date signed by Seller and is not a substitute for any inspections or warranties that Buyer may wish to obtain. This Statement is not a warranty of any kind by Seller or a warranty or representation by the listing real estate broker (Agent for Seller), the selling real estate broker, or their agents. Buyer is encouraged to address concerns about the conditions of the property that may not be included in this Statement. This Statement does not relieve Seller of the obligation to disclose a material defect that may not be addressed on this form.

1. **SELLER'S EXPERTISE** Seller does not possess expertise in contracting, engineering, architecture, or other areas related to the construction and conditions of the property and its improvements, except as follows: _____
2. **OCCUPANCY** Do you, Seller, currently occupy this property? ☐ Yes ☒ No
 If "no", when did you last occupy the property? 1992
3. **ROOF**
 - (a) Date roof installed: 1991 Documented? ☒ Yes ☐ No ☐ Unknown
 - (b) Has the roof been replaced or repaired during your ownership? ☐ Yes ☐ No
 If yes, were the existing shingles removed? ☐ Yes ☒ No ☐ Unknown
 - (c) Has the roof ever leaked during your ownership? ☒ Yes ☐ No
 - (d) Do you know of any problems with the roof, gutters or down spouts? ☐ Yes ☒ No
 Explain any "yes" answers that you give in this section: _____
4. **BASEMENTS AND CRAWL SPACES** (Complete only if applicable)
 - (a) Does the property have a sump pump? ☐ Yes ☒ No ☐ Unknown
 - (b) Are you aware of any water leakage, accumulation, or dampness within the basement or crawl space? ☒ Yes ☐ No
 If "yes", describe in detail: Furnace area has some water comes down
Five ft. pipe in attic has heavy rain
 - (c) Do you know of any repairs or other attempts to control any water or dampness problem in the basement or crawl space? ☐ Yes ☒ No
 If "yes", describe the location, extent, date, and name of the person who did the repair or control effort: _____
5. **TERMITES/WOOD DESTROYING INSECTS, DRYROT, PESTS**
 - (a) Are you aware of any termites/wood destroying insects, dryrot, or pests affecting the property? ☐ Yes ☒ No
 - (b) Are you aware of any damage to the property caused by termites/wood destroying insects, dryrot, or pests? ☐ Yes ☒ No
 - (c) Is your property currently under contract by a licensed pest control company? ☐ Yes ☒ No
 - (d) Are you aware of any termite/pest control reports or treatments for the property in the last five years? ☐ Yes ☒ No
 Explain any "yes" answers that you give in this section: _____
6. **STRUCTURAL ITEMS**
 - (a) Are you aware of any past or present water leakage in the house or other structures? ☐ Yes ☒ No
 - (b) Are you aware of any past or present movement, shifting, deterioration, or other problems with walls, foundations, or other structural components? ☐ Yes ☒ No
 - (c) Are you aware of any past or present problems with driveways, walkways, patios, or retaining walls on the property? ☐ Yes ☒ No
 Explain any "yes" answers that you give in this section. When explaining efforts to control or repair, please describe the location and extent of the problem, and the date and person by whom the work was done, if known: _____
7. **ADDITIONS/REMODELS** Have you made any additions, structural changes, or other alterations to the property? ☒ Yes ☐ No
 If yes, describe: 2 Decks Added
8. **WATER AND SEWAGE**
 - (a) What is the source of your drinking water?
☐ Public ☐ Community System ☒ Well on Property Other (explain) Spring
 - (b) If your drinking water is not public,
 When was your water last tested and what was the result of the test? 9 Result of test OK
 Is the pumping system in working order? ☒ Yes ☐ No
 If "no", explain: _____
 - (c) Do you have a softener, filter, or other purification system? ☐ Yes ☒ No ☐ Leased ☐ Owned
 - (d) What is the type of sewage system? ☐ Public Sewer ☐ Private Sewer ☒ Septic Tank ☐ Cesspool
 Other (explain) _____
 - (e) Is there a sewage pump? ☐ Yes ☒ No
 If yes, is it in working order? ☐ Yes ☐ No
 - (f) When was the septic system or cesspool last serviced? Pumped approx 6 yrs ago
 - (g) Is either the water or sewage system shared? ☐ Yes ☒ No
 If "yes", explain: _____
 - (h) Are you aware of any leaks, backups, or other problems relating to any of the plumbing, water, and sewage-related items? ☐ Yes ☒ No
 If "yes", explain: _____
9. **PLUMBING SYSTEM**
 - (a) Type of plumbing: ☒ copper ☐ galvanized ☐ lead ☒ PVC ☐ Unknown
 Other (explain): _____
 - (b) Are you aware of any problems with any of your plumbing fixtures (e.g., including but not limited to: kitchen, laundry, or bathroom fixtures; wet bars; hot water heater; etc.)? ☒ Yes ☐ No
 If "yes", explain: Kitchen Faucet Noel replaced
10. **HEATING AND AIR CONDITIONING**
 - (a) Type of air conditioning: ☐ Central Electric ☐ Central Gas ☐ Wall ☒ None
 Number of window units included in sale _____ Location _____
 - (b) List any areas of the house that are not air conditioned: _____
 - (c) Type of heating: ☐ Electric ☒ Fuel Oil ☐ Natural Gas
 Other (explain): Hard coal
 - (d) List any areas of the house that are not heated: _____
 - (e) Type of water heating: ☐ Electric ☐ Gas ☐ Solar
 Other Coal in Furnace
 - (f) Are you aware of any underground fuel tanks on the property? ☒ Yes ☐ No
 If yes, describe: 500 gal Fuel oil tank
 Are you aware of any problems with any item in this section? ☐ Yes ☒ No
 If "yes", explain: _____

11. **ELECTRICAL SYSTEM** Are you aware of any problems or repairs needed in the electrical system? ☐ Yes ☒ No
If "yes", explain: _____
12. **OTHER EQUIPMENT AND APPLIANCES INCLUDED IN SALE**
 (a) ☐ Electric Garage Door Opener No. of Transmitters _____ Location _____
 (b) ☒ Smoke Detectors How many? 2 Location 1st & Second Floor
 (c) ☐ Security Alarm System ☐ Owned ☐ Leased Lease Information _____
 (d) ☐ Lawn Sprinkler No. _____ ☐ Automatic Timer _____
 (e) ☐ Swimming Pool ☐ Pool Heater ☐ Spa/Hot Tub _____
 Pool/Spa Equipment (list): _____
 (f) ☐ Refrigerator ☒ Range ☐ Microwave Oven ☐ Dishwasher ☐ Trash Compactor ☐ Garbage Disposal
 (g) ☐ Washer ☐ Dryer _____
 (h) ☐ Intercom _____
 (i) ☐ Ceiling fans No. 3 Location Living Room Dining room Bedroom
 (j) Other: _____
 Are any items in this section in need of repair or replacement? ☐ Yes ☒ No ☐ Unknown
 If "yes", explain: _____
13. **LAND (SOILS, DRAINAGE, AND BOUNDARIES)**
 (a) Are you aware of any fill or expansive soil on the property? ☐ Yes ☒ No
 (b) Are you aware of any sliding, settling, earth movement, upheaval, subsidence, or earth stability problems that have occurred on or affect the property? ☐ Yes ☒ No
 (c) Are you aware of any existing or proposed mining, strip-mining, or any other excavations that might affect this property? ☐ Yes ☒ No
 (d) To your knowledge, is this property, or part of it, located in a flood zone or wetlands area? ☐ Yes ☒ No
 (e) Do you know of any past or present drainage or flooding problems affecting the property? ☐ Yes ☒ No
 (f) Do you know of any encroachments, boundary line disputes, or easements? ☐ Yes ☒ No
 Note to Buyer: Most properties have easements running across them for utility services and other reasons. In many cases, the easements do not restrict the ordinary use of the property, and Seller may not be readily aware of them. Buyers may wish to determine the existence of easements and restrictions by examining the property and ordering an Abstract of Title or searching the records in the Office of the Recorder of Deeds for the county before entering into an Agreement of Sale.
 (g) Are you aware of any shared or common areas (e.g., driveways, bridges, docks, walls, etc.) or maintenance agreements? ☐ Yes ☒ No
 Explain any "yes" answers that you give in this section: _____
14. **HAZARDOUS SUBSTANCES**
 (a) Are you aware of any underground tanks or hazardous substances present on the property (structure or soil) such as, but not limited to, asbestos, Polychlorinated biphenyls (PCBs), radon, lead paint, Urea Formaldehyde Foam Insulation (UFFI), etc.? ☐ Yes ☒ No
 (b) To your knowledge, has the property been tested for any hazardous substances? ☐ Yes ☒ No
 (c) Do you know of any other environmental concerns that might impact upon the property? ☐ Yes ☒ No
 Explain any "yes" answers that you give in this section: _____
15. **CONDOMINIUMS AND OTHER HOMEOWNERS ASSOCIATIONS (Complete only if applicable)**
 (a) Type: ☐ Condominium* ☐ Co-op ☒ Homeowners Association
 Other _____
 (b) Are you aware of any defect, damage, or problem with any common element or common area that materially affects the property? ☐ Yes ☒ No
 (c) Are you aware of any condition or claim which may result in an increase in assessments or fees? ☐ Yes ☒ No
 Explain any "yes" answers that you give in this section: _____
- *Notice Regarding Condominiums: According to Section 3407 of the Pennsylvania Uniform Condominium Act, a buyer of a resale unit in a condominium must receive a Certificate of Resale issued by the Condominium Association. Buyer will have the option of cancelling the Agreement with return of all deposit monies for five days after the Certificate is received.
16. **MISCELLANEOUS**
 (a) Are you aware of any existing or threatened legal action affecting the property? ☐ Yes ☒ No
 (b) Do you know of any violations of local, state, or federal laws or regulations relating to this property? ☐ Yes ☒ No
 (c) Are you aware of any public improvement, condominium or homeowner association assessments against the property that remain unpaid or of any violations of zoning, housing, building, safety or fire ordinances that remain uncorrected? ☐ Yes ☒ No
 (d) Are you aware of any judgment, encumbrance, lien (for example co-maker or equity loan) or other debt against this property that cannot be satisfied by the proceeds of this sale? ☐ Yes ☒ No
 (e) Are you aware of any reason, including a defect in title, that would prevent you from giving a warranty deed or conveying title to the property? ☐ Yes ☒ No
 Explain any "yes" answers that you give in this section: _____

The undersigned Seller represents that the information set forth in this disclosure statement is accurate and complete to the best of Seller's knowledge. Seller hereby authorizes the Agent for Seller to provide this information to prospective buyers of the property and to other real estate agents. SELLER ALONE IS RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED IN THIS STATEMENT AND AGREES TO NOTIFY AGENT FOR SELLER IMMEDIATELY IN WRITING IF ANY INFORMATION SET FORTH IN THIS DISCLOSURE STATEMENT CHANGES IN ANY WAY. Seller agrees to hold Agent(s) harmless from any and all claims arising out of Seller's failure to properly disclose any condition.

SELLER John Brown
 SELLER Donald Brown
 SELLER _____

DATE 7-11-94

DATE _____

DATE _____

EXECUTOR, ADMINISTRATOR, TRUSTEE, SELLER

The undersigned has never occupied the property and lacks the personal knowledge necessary to complete this Disclosure Statement.

DATE _____

RECEIPT AND ACKNOWLEDGEMENT BY BUYER

Buyer acknowledges receipt of this Disclosure Statement. Buyer acknowledges that this Statement is not a warranty and that, unless stated otherwise in the sales contract, Buyer is purchasing this property in its present condition. It is Buyer's responsibility to satisfy himself or herself as to the condition of the property. Buyer may request that the property be inspected, at Buyer's expense and by qualified professionals, to determine the condition of the structure or its components.

BUYER Cliff Baker
 BUYER _____
 BUYER _____

DATE 8-19-94

DATE _____

DATE _____

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

COPY

ALAN J BAKAS and
LORETTA R. BAKAS,
Plaintiffs

vs.

JOHN J. BROWN and
WANDA L. BROWN,
Defendants

No. 00-659-CD

Type of Pleading: Answer and New Matter

Filed on Behalf of: Defendants

Counsel of Record for this party:

DAVID B. INZANA, ESQUIRE
Supreme Court No. 75569
920 Fifth Avenue
Brockway, PA 15824
(814) 265-0282

EXHIBIT "B"

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

ALAN J BAKAS and
LORETTA R. BAKAS,
Plaintiffs

No. 00-659-CD

vs.

JOHN J. BROWN and
WANDA L. BROWN,
Defendants

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 Answer 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.

Office of the Court Administrator
Clearfield County Courthouse
North Second Street
Clearfield, Pennsylvania 15801
(814) 765-2641

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

ALAN J BAKAS and
LORETTA R. BAKAS,
Plaintiffs

No. 00-659-CD

vs.

JOHN J. BROWN and
WANDA L. BROWN,
Defendants

ANSWER

AND NOW, comes the Defendants, JOHN J. BROWN and WANDA L. BROWN, by and through their attorney, DAVID B. INZANA, ESQUIRE, and files the within Answer and New Matter:

1. After reasonable investigation, Defendants are without knowledge or information sufficient to form a belief as to the truth of where Plaintiffs reside.

2. Admitted.

3. Admitted.

4. Admitted.

5. Defendants herein are without knowledge or information sufficient to form a belief as to the truth of whether representations about the septic system were made with the intent to induce the Plaintiffs to purchase said property and strict proof of the same is hereby demanded at the trial. To the contrary, Defendants herein made no representations with the intent to induce the Plaintiffs to purchase the said property.

6. Denied. Defendants specifically deny that they made any representations which were materially false. In addition, Defendants specifically deny that the septic system was not in good working order. To the contrary, the septic system at the time of the sale was in good working order.

7. Denied. It is specifically denied that Defendants made any representations to the Plaintiffs at any time with actual knowledge of their falsity or with their reckless disregard as to the truth of said statements.

8. Denied. It is specifically denied that Defendants were under any other obligation to inform Plaintiffs as to the condition of the septic system other than that which was disclosed on the Property Disclosure Statement. In addition, the Plaintiffs herein had every opportunity prior to the sale to inspect the premises, including the septic system or to have professionals do the same, to determine if there were any problems with the septic.

9. Defendants are without knowledge or information sufficient to form a belief as to the truth of Plaintiff's reliance. In addition, Defendants herein specifically deny that any material misrepresentations occurred in relation to this sale.

10. Denied. It is specifically denied that Defendants have made any misrepresentations to Plaintiffs in relation to the sale. In addition, Defendants are without knowledge or information sufficient to form an opinion as to the truth of the amount of damages Plaintiffs claim and strict proof of the same is hereby demanded at trial.

11. Denied. Defendant's actions in relation to the sale of this property and in the disclosure of all items were prudent, honest and reasonable in all respects.

WHEREFORE, Defendants hereby request this Honorable Court to enter judgment in it's favor and against the Plaintiffs and request this Court to award attorney's fees for the defense of this action.

NEW MATTER

12. Defendants hereby incorporate paragraphs 1 through 11 in the above Answer to Plaintiff's Complaint as if the same were set forth and full.

13. Plaintiffs herein at all times prior to the final settlement of the sale of the property herein had the opportunity to inspect the property.

14. The Seller's Property Disclosure Statement clearly indicates that said statement was not a substitute for any inspection or warranty that Plaintiffs could have obtained. In addition, it stated that it was the Plaintiff's responsibility to satisfy himself or herself as to the condition of the property.

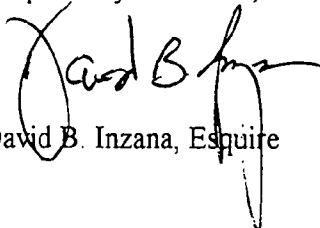
15. Even assuming the condition of the septic system was unsatisfactory, Plaintiffs failure to obtain an inspection of the septic system to discover any unknown defects constitutes negligence on their part.

16. The defense that this action is barred by the Statute of Limitations provided in 42 Pa.C.S.A. Section 5524(7) is hereby asserted by the Defendant.

17. The defense that this action is barred by the Statute of Limitations provided in 42 Pa.C.S.A. Section 1032 is hereby asserted by the Defendant.

WHEREFORE, Defendants hereby request this Honorable Court to enter judgment in it's favor and against the Plaintiffs and request this Court to award attorney's fees for the defense of this action.

Respectfully submitted,


David B. Inzana, Esquire

VERIFICATION

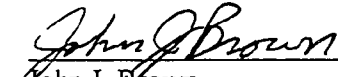
I, **JOHN J. BROWN**, hereby certify that these statements made in the within

Answer and New Matter are true and correct to the best of my information, knowledge and belief.

I understand that false statements made herein are subject to the penalties of 18 Pa. C.S.

Section 4904, relating to unsworn falsification to authorities.

Date: 6-29-00


John J. Brown

VERIFICATION


I, **WANDA L. BROWN**, hereby certify that these statements made in the within

Answer and New Matter are true and correct to the best of my information, knowledge and belief.

I understand that false statements made herein are subject to the penalties of 18 Pa. C.S.

Section 4904, relating to unsworn falsification to authorities.

Date: 6-29-00


Wanda L. Brown

COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL DIVISION)

ALAN J. BAKAS and
LORETTA R. BAKAS

Plaintiffs

vs.

JOHN J. BROWN and
WANDA L. BROWN

Defendants

No. 00-659 C.D.

Type of Pleading: Answer to New
Matter

Filed on behalf of: Alan Bakas and
Loretta Bakas

Counsel of Record for this party:

DAVID J. HOPKINS, ESQUIRE
Attorney at Law
Supreme Court No. 42519

900 Beaver Drive
DuBois, Pennsylvania 15801

(814) 375-0300

EXHIBIT "C"

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL DIVISION)

ALAN J. BAKAS and
LORETTA R. BAKAS

Plaintiff

vs.

JOHN J. BROWN and
WANDA L. BROWN

Defendants

No. 00-659 C.D.

ANSWER TO NEW MATTER

NOW, comes the Plaintiffs, Alan J. Bakas and Loretta R. Bakas, by and through their attorneys, The Hopkins Law Firm, and answers the New Matter filed by Defendants as follows:

12. No answer is required of this paragraph.

13. Admitted in part and denied in part. Plaintiff admits prior to final settlement they had the opportunity to inspect the property. However, the defects in the septic system were not available for discovery during said final inspection and as set forth in Plaintiffs' Complaint, Plaintiffs relied upon the disclosure statements of Defendants which were false.

14. No answer is required of this paragraph. The Seller's Property Disclosure Statement says what it says.

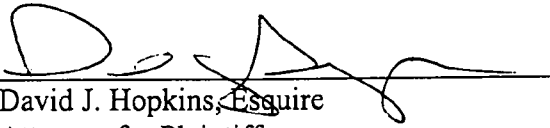
15. Denied. At all material times hereto, Defendants gave false and misleading information to Plaintiffs with knowledge that the Plaintiffs would rely upon said false statement.

16. Denied. The statute of limitations is at least six (6) years.

17. Denied. The statute of limitations is at least six (6) years.

WHEREFORE, Plaintiffs demand Defendants' New Matter be dismissed with prejudice.

Respectfully submitted,



David J. Hopkins, Esquire
Attorney for Plaintiffs

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL DIVISION)

ALAN J. BAKAS and
LORETTA R. BAKAS

Plaintiff

vs.

JOHN J. BROWN and
WANDA L. BROWN

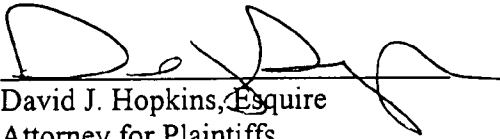
Defendants

No. 00-659 C.D.

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that a true and correct copy of the Answer to New Matter filed on behalf of Alan J. Bakas and Loretta R. Bakas was forwarded on the 14th day of July, 2000, by U.S. Mail, postage prepaid, to all counsel of record, addressed as follows:

David B. Inzana
920 Fifth Avenue
Brockway, PA 15824


David J. Hopkins, Esquire
Attorney for Plaintiffs
Supreme Court No. 42519

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL DIVISION)

ALAN J. BAKAS and
LORETTA R. BAKAS
Plaintiffs,

vs.

JOHN J. BROWN and
WANDA L. BROWN
Defendants.

No. 00-659 C.D.

Type of Pleading: Response to Motion for
Judgment Upon Admissions

Filed on behalf of: John J. Brown and
Wanda L. Brown, Defendants.

Counsel of Record for this Party:
DAVID B. INZANA, ESQUIRE
Supreme Court No. 75569
920 Fifth Avenue
Brockway, PA 15824
(814) 265-0282

FILED

OCT 31 2000

WILLIAM A. CHAW
Clerk

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL DIVISION)

ALAN J. BAKAS and
LORETTA R. BAKAS
Plaintiffs,

vs.

JOHN J. BROWN and
WANDA L. BROWN
Defendants.

No. 00-659 C.D.

RESPONSE TO MOTION FOR JUDGMENT UPON ADMISSIONS

AND NOW, comes Defendants, John J. Brown and Wanda L. Brown, by and through their attorney, David B. Inzana, Esquire, and responds to Plaintiffs' Motion for Judgment Upon Admissions as follows:

1. Admitted.
2. Admitted to the extent that the allegations made in Plaintiffs' Complaint.

However, it is denied to the extent that any part of Plaintiffs' Motion would suggest that Defendants knew that the septic system was not working.

3. Admitted.
4. Admitted.
5. Admitted.
6. It is admitted that Defendants responded to Plaintiffs' Request for

Admissions outside of the timeframe provided in the Pennsylvania Rules of Civil Procedure.

However, the delay in this matter had been caused by factors, which were unable to be controlled

by Attorney Inzana. Namely, Attorney Inzana was unavailable for the better part of August and September due to the loss of his secretary, the birth of his first child, and the death of his grandmother. Even given these factors, Attorney Inzana was able to finally meet with the Defendants to respond to the Admissions as submitted and, in fact, said Admissions were sent to Attorney Hopkins on the same date that Attorney Inzana received the within motion.

In addition, Plaintiffs herein are not prejudiced in any way regarding the delay in these responses as five of the six Requests for Admissions were admitted by the Defendants. The final Request for Admissions is merely a restatement of the Complaint filed by the Plaintiffs, to which the Defendants have denied any and all knowledge of the septic system leaking. As such, this Request for Admission has already been denied in Defendants' Answer.

7. Finally, with respect to the Motion for Judgment Upon Admissions, Defendants herein have also filed a Motion for Judgment On the Pleadings in regards to a statute of limitations issue that Plaintiffs have failed to file this matter in a timely fashion. As such, even if this Court were to accept Plaintiffs' Request for Admissions as being true, they would only serve to establish facts for trial. Thus, should Defendants' Motion for Judgment On the Pleading be granted, even these established facts would have no meaning.

WHEREFORE, Defendants respectfully request this Honorable Court to deny Plaintiffs' Motion for Judgment upon Admissions for the reasons stated above.

Respectfully submitted,


David B. Inzana, Esquire

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL DIVISION)

ALAN J. BAKAS and
LORETTA R. BAKAS
Plaintiffs,

vs.

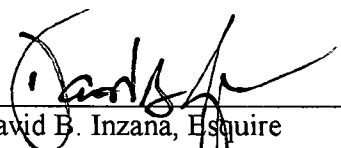
JOHN J. BROWN and
WANDA L. BROWN
Defendants.

No. 00-659 C.D.

CERTIFICATE OF SERVICE

I, David B. Inzana, Esquire, hereby certify that a true and correct copy of
Defendants' Response to Motion for Judgment Upon Admissions, was sent on the 30th day of
October, 2000, by U.S. Mail, postage prepaid, to the counsel of record, addressed as follows:

David J. Hopkins, Esquire
900 Beaver Drive
DuBois, PA 15801



David B. Inzana, Esquire
Attorney for Defendants
Supreme Court No. 75569

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL DIVISION)

ALAN J. BAKAS and
LORETTA R. BAKAS

Plaintiffs

vs.

JOHN J. BROWN and
WANDA L. BROWN

Defendants

No. 00-659 C.D.

Type of Pleading: Answer to Motion
for Judgment on the Pleadings

Filed on behalf of: Alan Bakas and
Loretta Bakas

Counsel of Record for this party:

DAVID J. HOPKINS, ESQUIRE
Attorney at Law
Supreme Court No. 42519

900 Beaver Drive
DuBois, Pennsylvania 15801

(814) 375-0300

FILED

NOV 07 2000

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL DIVISION)

ALAN J. BAKAS and
LORETTA R. BAKAS

Plaintiff

vs.

JOHN J. BROWN and
WANDA L. BROWN

Defendants

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No. 00-659 C.D.

ANSWER TO MOTION FOR JUDGMENT ON THE PLEADINGS

NOW, comes the Plaintiffs, Alan J. Bakas and Loretta R. Bakas, by and through their attorneys, The Hopkins Law Firm, and answers the Motion for Judgment on the Pleadings filed by Defendants, John J. Brown and Wanda L. Brown as follows:

1. Admitted.
2. Admitted.
3. Admitted.

4. Admitted in part and denied in part. Plaintiffs admit closing on the property took place on August 24, 1994. Plaintiffs further admit that at the time of closing and prior thereto, Defendants knew of the problems with the septic system which form the basis of Plaintiffs' Complaint. However, the extent of the damage to the septic system and more importantly, Defendants' knowledge of the septic system and consequently their fraudulent concealment of the condition of the septic system did not come to the knowledge of Plaintiffs until and within two (2) years of the filing of Plaintiffs' Complaint.

5. Denied. Plaintiffs admits the applicable statute of limitations is set forth in

42 Pa.C.S.A. Section 5529 which states in pertinent part:

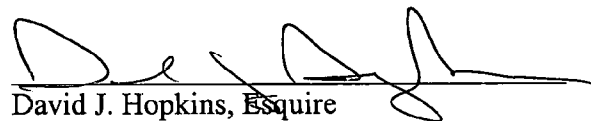
“An action upon an instrument in writing under seal must be commenced within twenty (20) years.”

The deed executed by the Defendants was executed under seal. In the alternative, the applicable statute of limitations is six (6) years under 42 Pa.C.S.A. Section 5527. In the alternative, Plaintiffs did not discover the fraud of Defendants until and within two (2) years of the date of the filing of the Complaint and consequently the statute of limitations cited by Defendants, 42 Pa.C.S.A. Section 5524 is inapplicable inasmuch as suit was commenced within the aforesaid time period.

6. Denied. For the reasons set forth in paragraph 5, Plaintiffs' Complaint is timely filed and is not barred by the statute of limitations cited by Defendants.

WHEREFORE, Plaintiff respectfully request this Honorable Court deny Defendants' Motion for Judgment on the Pleadings and further dismiss Defendants' statute of limitations defense.

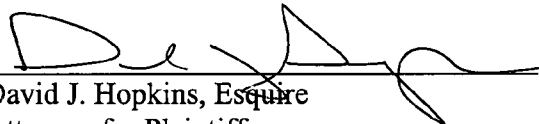
Respectfully submitted,

A handwritten signature in black ink, appearing to read 'David J. Hopkins', is written over a horizontal line.

David J. Hopkins, Esquire
Attorney for Plaintiffs

VERIFICATION

I, David J. Hopkins, have discussed this case with Plaintiffs and to the best of my knowledge, information and belief, I verify that the statements made in this pleading are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A. Section 4904, relating to Unsworn Falsification to Authorities. The Plaintiffs are currently out of the Commonwealth of Pennsylvania and unavailable to review this pleading prior to its filing.



David J. Hopkins, Esquire
Attorney for Plaintiffs

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL DIVISION)

ALAN J. BAKAS and
LORETTA R. BAKAS

Plaintiff

vs.

JOHN J. BROWN and
WANDA L. BROWN

Defendants

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No. 00-659 C.D.

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that a true and correct copy of the Answer to Motion for Judgment of Pleadings, filed on behalf of Alan J. Bakas and Loretta R. Bakas was forwarded on the 6th day of November, 2000, by U.S. Mail, postage prepaid, to all counsel of record, addressed as follows:

David B. Inzana, Esquire
920 Fifth Avenue
Brockway, PA 15824


David J. Hopkins, Esquire
Attorney for Plaintiffs
Supreme Court No. 42519

DAVID B. INZANA

Attorney at Law

920 Fifth Avenue

Brockway, PA 15824

814-265-0282 ; FAX 814-265-0317

CP

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANA
(CIVIL DIVISION)

ALAN J. BAKAS and
LORETTA R. BAKAS
Plaintiffs,

vs.

JOHN J. BROWN and
WANDA L. BROWN
Defendants.

: No. 00-659 C.D.
:
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:
:
: Type of Pleading:
: MOTION FOR CONTINUANCE
:
: Filed on behalf of: DEFENDANTS
:
: Counsel of Record for this Party:
: DAVID B. INZANA, ESQUIRE
: Supreme Court No. 75569
: 920 Fifth Avenue
: Brockway, PA 15824
: (814) 265-0282

FILED

MAY 07 2001

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL DIVISION)

ALAN J. BAKAS and
LORETTA R. BAKAS
Plaintiffs,

vs.

JOHN J. BROWN and
WANDA L. BROWN
Defendants.

: No. 00-659 C.D.
:
:
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:

MOTION FOR CONTINUANCE OF ORAL ARGUMENT

AND NOW, come Defendants, JOHN J. BROWN and WANDA L. BROWN, by and through their Attorney, David B. Inzana, Esquire, and avers the following in support of their Motion for Continuance:

1. Plaintiffs herein have filed a Motion for Judgment Upon Admission in the above-captioned matter and oral argument on said Motion is scheduled for Wednesday, June 6, 2001, in Chambers in front of the Honorable John K. Reilly, Jr.
2. Attorney Inzana has a conflict with said scheduling date in that he will be on vacation from June 4 through June 11 of 2001.
3. Attorney Inzana is a solo practitioner who has no other Attorneys on staff that can represent the Defendants herein at said oral argument.
4. Attorney Inzana has also filed a Motion for Judgment on the Pleadings in this Action.

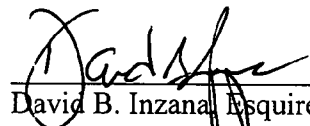
5. Said Motion for Judgment on the Pleadings should be heard simultaneously with Plaintiffs' Motion for Judgment upon Admission.

6. Scheduling of these two items simultaneously will benefit all parties in interest and the Court so as to conclude several pending items at one time.

7. Attorney Inzana has contacted Attorney Hopkins regarding the within Motion and Attorney Hopkins has indicated he has no objection to this request.

WHEREFORE, Defendants herein respectfully request this Honorable Court to continue the oral argument on Plaintiffs' Motion for Judgment upon Admissions and, furthermore, in rescheduling said argument, to schedule Defendants' Motion for Judgment upon the Pleadings simultaneously.

Respectfully submitted,



David B. Inzana, Esquire
Supreme Court No. 75569
920 Fifth Avenue
Brockway, PA 15824
(814) 265-0282

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL DIVISION)

ALAN J. BAKAS and
LORETTA R. BAKAS
Plaintiffs,

vs.

JOHN J. BROWN and
WANDA L. BROWN
Defendants.

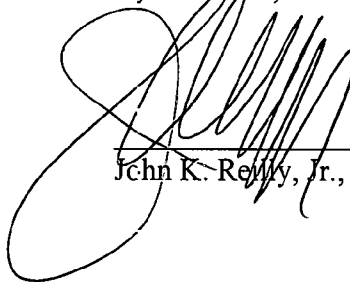
: No. 00-659 C.D.
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ORDER

AND NOW, this 10th day of May, 2001, upon receiving Defendants' Motion for Continuance and finding no objection thereto;

IT IS HEREBY ORDERED AND DECREED, that hearing scheduled on Plaintiffs' Motion for Judgment Upon Admissions be rescheduled for the 27th day of June, 2001, at 3:00 o'clock P.M. in Chamber, Clearfield County Courthouse. In addition, oral argument for Defendants' Motion for Judgment Upon the Pleadings shall also be scheduled simultaneously with Plaintiffs' Motion at the same time and place as stated above.

By the Court,



John K. Reilly, Jr., P.J.

FILED

MAY 10 2001

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

ALAN J. BAKAS and
LORETTA R. BAKAS

-vs-

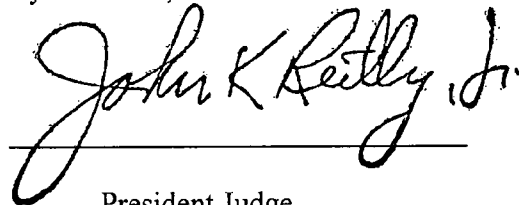
JOHN J. BROWN and
WANDA L. BROWN

No. 00 - 659 - CD

ORDER

NOW, this 27th day of June, 2001, this being the day and date set for argument into Motions for Judgment on the Pleadings filed on behalf of both Plaintiffs and Defendants above-named, and argument thereon, it is the ORDER of this Court that Plaintiffs' Motion for Judgment on the Pleadings based upon admission shall be and is hereby dismissed. It is the further ORDER of this Court that Defendants' Motion for Judgment on the Pleadings based upon the Statute of Limitations shall be and is hereby continued reserving to the Defendants the right to raise it again at the conclusion of Plaintiffs' case in chief. Finally, it is the ORDER of this Court that the Court Administrator shall schedule this matter for hearing on the merits by arbitration.

By the Court,



President Judge

FILED

JUN 28 2001

William A. Shaw
Prothonotary

FILED

JUN 28 2001

Q/9:57
William A. Shaw
Prothonotary

(Key)

cc atty Hopkins
cc atty Ingana



OFFICE OF COURT ADMINISTRATOR
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA

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

DAVID S. MEHOLICK
COURT ADMINISTRATOR

PHONE: (814) 765-2641
FAX: 1-814-765-6000 7649

MARCY KELLEY
DEPUTY COURT ADMINISTRATOR

July 3, 2001

David J. Hopkins, Esquire
The Hopkins Law Firm
900 Beaver Drive
DuBois, PA 15801

David B. Inzana, Esquire
Attorney at Law
920 Fifth Avenue
Brockway, PA 15824

RE: ALAN J. BAKAS, al
vs.
JOHN J. BROWN, al
No. 00-659-CD

Dear Counsel:

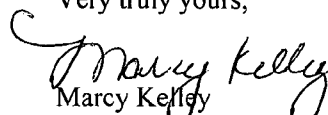
The above case is scheduled for Arbitration Hearing to be held Thursday, September 6, 2001. The following have been appointed to the Board of Arbitrators:

Laurance B. Seaman, Esquire
Barbara J. Hugney-Shope, Esquire
Blaise Ferraraccio, Esquire
Jeffrey S. DuBois, Esquire
Frederick M. Neiswender, Esquire

If you wish to strike an Arbitrator, you must notify the undersigned within seven (7) days from the date of this letter the name you wish stricken from the list.

You will be notified at a later date the exact time of the Arbitration hearing.

Very truly yours,


Marcy Kelley
Deputy Court Administrator

FILED

JUL 27 2001

William A. Shaw
Prothonotary



OFFICE OF COURT ADMINISTRATOR
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA

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

DAVID S. MEHOLICK
COURT ADMINISTRATOR

PHONE: (814) 765-2641
FAX: 1-814-765-6000 7649

MARCY KELLEY
DEPUTY COURT ADMINISTRATOR

July 19, 2001

David J. Hopkins, Esquire
The Hopkins Law Firm
900 Beaver Drive
DuBois, PA 15801

David B. Inzana, Esquire
Attorney at Law
920 Fifth Avenue
Brockway, PA 15824

RE: ALAN J. BAKAS, al
vs.
JOHN J. BROWN, al
No. 00-659-CD

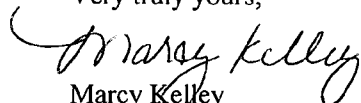
Dear Counsel:

The above case is scheduled for Arbitration Hearing to be held **Thursday, September 6, 2001 at 9:00 A.M.** The following have been appointed as Arbitrators:

Barbara J. Hugney-Shope, Esquire, Chairperson
Blaise Ferraraccio, Esquire
Mark A. Falvo, Esquire

Pursuant to Local Rule 1306A, you must submit your Pre-Trial Statement seven (7) days prior to the scheduled Arbitration. The original should be forwarded to the Court Administrator's Office and copies to opposing counsel and the Board of Arbitrators. For your convenience, a Pre-Trial (Arbitration) Memorandum Instruction Form is enclosed as well as a copy of said Local Rule of Court.

Very truly yours,


Marcy Kelley
Deputy Court Administrator

cc: Barbara J. Hugney-Shope, Esquire
Blaise Ferraraccio, Esquire
Mark A. Falvo, Esquire

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

Alan J. Bakas and Loretta R. Bakas

Vs.

No. 2000-00659-CD

John J. Brown and Wanda L. Brown

OATH OR AFFIRMATION OF ARBITRATORS

Now, this 6th day of September, 2001, we the undersigned, having been appointed arbitrators in the above case do hereby swear, or affirm, that we will hear the evidence and allegations of the parties and justly and equitably try all matters in variance submitted to us, determine the matters in controversy, make an award, and transmit the same to the Prothonotary within twenty (20) days of the date of hearing of the same.

Barbara J. Hugney-Shope, Esq.

Barbara J. Hugney-Shope
Chairperson

Blaise Ferraraccio, Esq.

Blaise Ferraraccio
Mark A. Falvo

Mark A. Falvo, Esq.

Sworn to and subscribed before me this
September 6, 2001

William A. Shaw

Prothonotary

FILED

SEP 06 2001

William A. Shaw
Prothonotary

AWARD OF ARBITRATORS

Now, this 6th day of SEPTEMBER, 2001, we the undersigned arbitrators appointed in this case, after being duly sworn, and having heard the evidence and allegations of the parties, do award and find as follows:

ATTORNEYS HUGNEY-SHOPE AND FALVO RULE IN FAVOR OF THE DEFENDANT AND AGAINST PLAINTIFFS.

Arbitrator Blaise Ferraraccio dissents and would award \$20,000 ⁰⁰ to the Plaintiff.

Barbara J. Hugney-Shope Chairperson
Blaise Ferraraccio
Mark A. Falvo

(Continue if needed on reverse.)

ENTRY OF AWARD

Now, this 10th day of September, 2001, I hereby certify that the above award was entered of record this date in the proper dockets and notice by mail of the return and entry of said award duly given to the parties or their attorneys.

WITNESS MY HAND AND THE SEAL OF THE COURT

Prothonotary

By William A. Shaw

COPY

Alan J. Bakas
Loretta R. Bakas

: IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY

Vs.

: No. 2000-00659-CD

John J. Brown Wanda L. Brown

NOTICE OF AWARD

TO: DAVID B. INZANA

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on September 6, 2001 and have awarded:

Attorneys Hugney-Shope and Falvo rule in favor of the Defendants and against Plaintiffs.
Arbitrator Blaise F. Ferraraccio dissents and would award \$20,000.00 to the Plaintiff.

William A. Shaw

Prothonotary

By _____

September 6, 2001

Date

In the event of an Appeal from Award of Arbitration within thirty (30) days of date of award.

COPY

Alan J. Bakas
Loretta R. Bakas

: IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY

Vs.

: No. 2000-00659-CD
:

John J. Brown Wanda L. Brown

NOTICE OF AWARD

TO: DAVID J. HOPKINS

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on September 6, 2001 and have awarded:

Attorneys Hugney-Shope and Falvo rule in favor of the Defendants and against Plaintiffs.
Arbitrator Blaise F. Ferraraccio dissents and would award \$20,000.00 to the Plaintiff.

William A. Shaw

Prothonotary

By _____

September 6, 2001

Date

In the event of an Appeal from Award of Arbitration within thirty (30) days of date of award.

THE HOPKINS LAW FIRM

900 Beaver Drive • DuBois, PA 15801

David J. Hopkins

Licensed in PA & NJ
Masters in Taxation

- Voice: (814) 375 - 0300
- Fax: (814) 375 - 5035
- Email: hopkins@penn.com

Lea Ann Heltzel

Licensed in PA

August 30, 2001

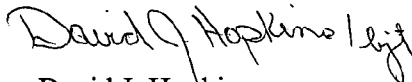
David S. Meholick
Court Administrator
Clearfield County Courthouse
230 E. Market Street, Suite 228
Clearfield, PA 16830

Re: Alan J. Bakas, et ux. v. John J. Brown, et ux.
No. 00-659-C.D.

Dear Mr. Meholick:

Enclosed herewith please find Pre-Trial Memorandum for the above captioned matter. This case is scheduled for an Arbitration Hearing on Thursday, September 6, 2001 at 9:00 a.m. Would you kindly file this document of record.

Very truly yours,



David J. Hopkins
Attorney at Law

DJH/bjt

Enclosure

cc: David B. Inzana, Esquire (w/encl.)
Barbara J. Hugney-Shope, Esquire (w/encl.)
Blaise Ferraraccio, Esquire (w/encl.)
Mark A. Falvo, Esquire (w/encl.)

RECEIVED

AUG 31 2001

**COURT ADMINISTRATORS
OFFICE**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL DIVISION)

ALAN J. BAKAS and
LORETTA R. BAKAS

Plaintiffs

vs.

JOHN J. BROWN and
WANDA L. BROWN

Defendants

No. 00-659 C.D.

Type of Pleading: Pre-Trial Memorandum

Filed on behalf of: Alan Bakas and
Loretta Bakas

Counsel of Record for this party:

DAVID J. HOPKINS, ESQUIRE
Attorney at Law
Supreme Court No. 42519

900 Beaver Drive
DuBois, Pennsylvania 15801

(814) 375-0300

RECEIVED

AUG 31 2001

**COURT ADMINISTRATOR'S
OFFICE**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL DIVISION)

ALAN J. BAKAS and
LORETTA R. BAKAS

Plaintiffs

vs.

JOHN J. BROWN and
WANDA L. BROWN

Defendants

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No. 00-659 C.D.

PRE-TRIAL MEMORANDUM

NOW, comes the Plaintiffs, Alan J. Bakas and Loretta R. Bakas, by and through their attorneys, The Hopkins Law Firm, and hereby submits the within Pre-Trial Memorandum as follows:

I. STATEMENT OF THE CASE

On or about August 25, 1994, Plaintiffs purchased real property on Sabula Lake, Sandy Township, Clearfield County, Pennsylvania from the Defendants. Prior to said purchase, Defendants completed a disclosure statement which stated there were no problems with the septic system. A photocopy of the disclosure statement is attached hereto.

Defendants' representation were materially false as the septic system was not in working order at the time Defendants signed the disclosure statement as set forth in various Subula Outing Club minutes.

Plaintiffs have commenced an action for misrepresentation and fraud.

II. CITATION TO APPLICABLE CASES OR STATUTES.

None.

III. LIST OF WITNESSES

- a. Alan J. Bakas
- b. Loretta R. Bakas
- c. John J. Brown
- d. Wanda L. Brown
- e. David Hibner
- f. William Graham
- g. David Shilala
- h. Dr. W. A. Anthony
- i. Lloyd Oman
- j. Angie Portzer
- k. John Dixon
- l. Pam Kirk


IV. LIST OF EXHIBITS

- a. August 24, 1994 Deed from John and Wanda Brown to Alan and Loretta Bakas;
- b. Property Disclosure Statement;
- c. June 10, 1980 Sabula Outing Club Board Meeting Minutes;
- d. August 23, 1994 Sabula Outing Club Board Meeting Minutes;
- e. July 12, 1998 Sabula Outing Club Board Meeting Minutes;
- f. May 2, 1999 Sabula Outing Club Board Meeting Minutes;
- g. May 7, 2000 Sabula Outing Club Board Meeting Minutes; and
- h. Sabula Outing Club Declaration.

- i. Repair estimate of Ken Schaffer Excavating; and
- j. Repair estimate of H. Yale Excavating

V. STATEMENT OF DAMAGES

Damages are \$26,750.00 to repair septic system.


David J. Hopkins
Attorney for Plaintiffs

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL DIVISION)

ALAN J. BAKAS and
LORETTA R. BAKAS

Plaintiffs

vs.

JOHN J. BROWN and
WANDA L. BROWN

Defendants

:
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No. 00-659 C.D.

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that a true and correct copy of the foregoing Pre-trial Memorandum, filed on behalf of the Plaintiffs, Alan J. Bakas and Loretta R. Bakas, was forwarded on the 30th day of August, 2001, by U.S. Mail, postage prepaid and facsimile to all counsel of record, addressed as follows:


David B. Inzana, Esquire
920 Fifth Avenue
Brockway, PA 15824

ARBITRATION BOARD

Mark A. Falvo, Esquire
7 Bigler Road
Clearfield, PA 16830

Barbara J. Hugney-Shope, Esquire
23 N. Second Street
Clearfield, PA 16830

Blaise Ferraraccio, Esquire
301 E. Pine Street
Clearfield, PA 16830


David J. Hopkins, Esquire
Attorney for Plaintiffs

County Parcel No. _____

This Deed,

MADE the Twenty-fourth (24th) day of August
in the year nineteen hundred and ninety-four (1994)

BETWEEN JOHN J. BROWN and WANDA L. BROWN, husband and wife, of DuBois, Clearfield County, Pennsylvania, GRANTORS, Parties of the First Part;

A
N
D

ALAN J. BAKAS and LORETTA R. BAKAS, husband and wife, of DuBois, Clearfield County, Pennsylvania, as Tenants by the Entireties, GRANTEEES, Parties of the Second Part;

WITNESSETH, That in consideration of---FIFTY-NINE THOUSAND and 00/100-----
-----(\$59,000.00)-----Dollars,
in hand paid, the receipt whereof is hereby acknowledged, the said grantor s do hereby grant
and convey to the said grantee s ,

ALL that certain piece or parcel of land situate, lying and being in Sandy Township, Clearfield County, Pennsylvania, and being bounded and described as follows, to wit:

BEGINNING at an iron pin, the Northwest corner of Lot No. 18, said corner being 5 Feet off the Easterly edge of a private road; thence by the Easterly line of said private road, North 26° 36' East 125.51 Feet to an iron pin, the Southwest corner of Lot No. 20; thence by the Southerly line of Lot No. 20, South 61° 47' East 150.0 Feet to an iron pin in the line of other lands of former Grantor of which this is a part; thence by line of land of former Grantor, South 26° 36' West 126.06 Feet to an iron pin, the Northeast corner of Lot No. 18; thence by the Northerly line of Lot No. 18, North 61° 34' West 150.0 Feet to an iron pin and the place of beginning. Containing 18,867.0 Square Feet, more or less. Known as Lot No. 19, in the Sabula Outing Club Plan of Lots.

EXCEPTING AND RESERVING from this conveyance a strip of land 5 feet wide for an easement along the Westerly side for utilities.

The above premises are subject to the following:

1. All easements, rights of way, reservations, restrictions, and limitations contained in Declaration of Restrictions of the Sabula Outing Club, dated the

1. 2nd day of January, 1971, and recorded at Clearfield, Pennsylvania, in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania.
2. All the provisions contained in the Declarations of Restrictions, Sabula Outing Club, dated the 2nd day of January, 1971, and was previously recorded, all of the said restrictions being covenants which run with the land.
3. A lien for all unpaid charges or assessments which may be made by Sabula Outing Club, which lien shall run with the land and be an encumbrance against it if due.

BEING the same premises which were conveyed to John J. Brown and Wanda L. Brown, husband and wife, by Deed of Dennis Heemer and Elizabeth Heemer, husband and wife, dated January 25, 1979, and recorded in Clearfield County Deed Book Vol. 776, Page 011, on January 29, 1979.

hereby CERTIFY that this document
is recorded in the Recorder's Office of
Clearfield County, Pennsylvania.



Karen L. Starck

Karen L. Starck
Recorder of Deeds

CLEARFIELD COUNTY
ENTERED OF RECORD
TIMED 2:30 pm 8-26-94
BY Paula Cherry
FEES 13.50
Karen L. Starck, Recorder

NOTICE

In accordance with the provisions of "The Bituminous Mine Subsidence and Land Conservation Act of 1966", I/we, the undersigned grantee/grantees, hereby certify that I/we know and understand that I/we may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interest in the coal. I/we further certify that this certification is in a color contrasting with that in the deed proper and is printed in twelve point type preceded by the word "notice" printed in twenty-four point type.

Witness:

Paula Cherry

Alan J. Bakas
Alan J. Bakas

Loretta R. Bakas
Loretta R. Bakas

This 25th day of August, 1994

THIS DOCUMENT MAY 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 pursuant to Act No. 253, approved September 10, 1963, as amended.)

AND the said grantors will GENERALLY
hereby conveyed.

WARRANT AND FOREVER DEFEND the property

IN WITNESS WHEREOF, said grantors have hereunto set their hands and seals, the
day and year first above-written.

Sealed and delivered in the presence of

Paula M. Cherry

Paula M. Cherry

John J. Brown

John J. Brown

[Seal]

[Seal]

Wanda L. Brown

Wanda L. Brown

[Seal]

[Seal]

[Seal]

[Seal]

CERTIFICATE OF RESIDENCE

I hereby certify, that the precise residence of the grantees herein is as follows:

R.D. #2, Box 220
DuBois, PA 15801

Paula M. Cherry

Attorney or Agent for Grantee S

Commonwealth of Pennsylvania

County of Clearfield

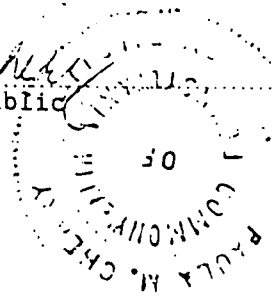
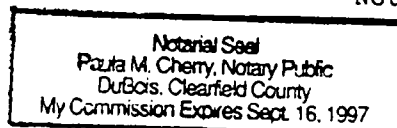
ss.

On this, the 25th day of August, 19 94, before me, a Notary Public,
the undersigned officer, personally appeared JOHN J. BROWN and WANDA L. BROWN, husband and
wife,
known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within
instrument, and acknowledged that they executed the same for the purpose therein
contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

My Commission Expires 9/1/97

Paula M. Cherry
Notary Public



SELLER'S PROPERTY DISCLOSURE STATEMENT
COPYRIGHT PENNSYLVANIA ASSOCIATION OF REALTORS® 1993

Form 128

Property Address: Box 220 RD 2 DeBois Pa

Seller: John & Wanda L Brown

A seller must disclose to a buyer all known material defects about property being sold that are not readily observable. This disclosure statement is designed to assist Seller in complying with disclosure requirements and to assist Buyer in evaluating the property being considered.

This Statement discloses Seller's knowledge of the condition of the property as of the date signed by Seller and is not a substitute for any inspections or warranties that Buyer may wish to obtain. This Statement is not a warranty of any kind by Seller or a warranty or representation by the listing real estate broker (Agent for Seller), the selling real estate broker, or their agents. Buyer is encouraged to address concerns about the conditions of the property that may not be included in this Statement. This Statement does not relieve Seller of the obligation to disclose a material defect that may not be addressed on this form.

1. **SELLER'S EXPERTISE** Seller does not possess expertise in contracting, engineering, architecture, or other areas related to the construction and conditions of the property and its improvements, except as follows: _____

2. **OCCUPANCY** Do you, Seller, currently occupy this property? ☐ Yes ☒ No
 If "no", when did you last occupy the property? 1992

3. **ROOF**
 (a) Date roof installed: 1991 Documented? ☒ Yes ☐ No ☐ Unknown
 (b) Has the roof been replaced or repaired during your ownership? ☐ Yes ☐ No
 If yes, were the existing shingles removed? ☐ Yes ☒ No ☐ Unknown
 (c) Has the roof ever leaked during your ownership? ☒ Yes ☐ No
 (d) Do you know of any problems with the roof, gutters or down spouts? ☐ Yes ☒ No
 Explain any "yes" answers that you give in this section: _____

4. **BASEMENTS AND CRAWL SPACES** (Complete only if applicable)

(a) Does the property have a sump pump? ☐ Yes ☒ No ☐ Unknown
 (b) Are you aware of any water leakage, accumulation, or dampness within the basement or crawl space? ☒ Yes ☐ No
 If "yes", describe in detail: Furnace area has some water comes down
Flue of fire place in extra heavy rain
 (c) Do you know of any repairs or other attempts to control any water or dampness problem in the basement or crawl space? ☐ Yes ☒ No
 If "yes", describe the location, extent, date, and name of the person who did the repair or control effort: _____

5. **TERMITES/WOOD DESTROYING INSECTS, DRYROT, PESTS**

(a) Are you aware of any termites/wood destroying insects, dryrot, or pests affecting the property? ☐ Yes ☒ No
 (b) Are you aware of any damage to the property caused by termites/wood destroying insects, dryrot, or pests? ☐ Yes ☒ No
 (c) Is your property currently under contract by a licensed pest control company? ☐ Yes ☒ No
 (d) Are you aware of any termite/pest control reports or treatments for the property in the last five years? ☐ Yes ☒ No
 Explain any "yes" answers that you give in this section: _____

6. **STRUCTURAL ITEMS**

(a) Are you aware of any past or present water leakage in the house or other structures? ☐ Yes ☒ No
 (b) Are you aware of any past or present movement, shifting, deterioration, or other problems with walls, foundations, or other structural components? ☐ Yes ☒ No
 (c) Are you aware of any past or present problems with driveways, walkways, patios, or retaining walls on the property? ☐ Yes ☒ No
 Explain any "yes" answers that you give in this section. When explaining efforts to control or repair, please describe the location and extent of the problem, and the date and person by whom the work was done, if known: _____

7. **ADDITIONS/REMODELS** Have you made any additions, structural changes, or other alterations to the property? ☒ Yes ☐ No
 If yes, describe: 2 Decks Added

8. **WATER AND SEWAGE**

(a) What is the source of your drinking water?
☐ Public ☐ Community System ☒ Well on Property Other (explain) Spring
 (b) If your drinking water is not public,
 When was your water last tested and what was the result of the test? ? Result of test OK
 Is the pumping system in working order? ☒ Yes ☐ No
 If "no", explain: _____
 (c) Do you have a softener, filter, or other purification system? ☐ Yes ☒ No ☐ Leased ☐ Owned
 (d) What is the type of sewage system? ☐ Public Sewer ☐ Private Sewer ☒ Septic Tank ☐ Cesspool
 Other (explain) _____
 (e) Is there a sewage pump? ☐ Yes ☒ No
 If yes, is it in working order? ☐ Yes ☐ No
 (f) When was the septic system or cesspool last serviced? Pumped approx 5 yrs ago
 (g) Is either the water or sewage system shared? ☐ Yes ☒ No
 If "yes", explain: _____
 (h) Are you aware of any leaks, backups, or other problems relating to any of the plumbing, water, and sewage-related items? ☐ Yes ☒ No
 If "yes", explain: _____

9. **PLUMBING SYSTEM**

(a) Type of plumbing: ☒ copper ☐ galvanized ☐ lead ☒ PVC ☐ Unknown
 Other (explain): _____
 (b) Are you aware of any problems with any of your plumbing fixtures (e.g., including but not limited to: kitchen, laundry, or bathroom fixtures; wet bars; hot water heater, etc.)? ☒ Yes ☐ No
 If "yes", explain: Kitchen Faucet Noel replaced

10. **HEATING AND AIR CONDITIONING**

(a) Type of air conditioning: ☐ Central Electric ☐ Central Gas ☐ Wall ☒ None
 Number of window units included in sale _____ Location _____
 (b) List any areas of the house that are not air conditioned: _____
 (c) Type of heating: ☐ Electric ☒ Fuel Oil ☐ Natural Gas
 Other (explain): Hard Coal
 (d) List any areas of the house that are not heated: _____
 (e) Type of water heating: ☐ Electric ☐ Gas ☐ Solar
 Other: Coal in Furnace
 (f) Are you aware of any underground fuel tanks on the property? ☒ Yes ☐ No
 If yes, describe: 500 gal Fuel oil tank
 Are you aware of any problems with any item in this section? ☐ Yes ☒ No
 If "yes", explain: _____

11. **ELECTRICAL SYSTEM** Are you aware of any problems or repairs needed in the electrical system? ☐ Yes ☒ No
If "yes", explain: _____
12. **OTHER EQUIPMENT AND APPLIANCES INCLUDED IN SALE**
(a) ☐ Electric Garage Door Opener No. of Transmitters _____ Location _____
(b) ☒ Smoke Detectors How many? 2 Location 1st & Second Floor
(c) ☐ Security Alarm System ☐ Owned ☐ Leased Lease Information _____
(d) ☐ Lawn Sprinkler No. _____ ☐ Automatic Timer _____
(e) ☐ Swimming Pool ☐ Pool Heater ☐ Spa/Hot Tub _____
Pool/Spa Equipment (list): _____
(f) ☐ Refrigerator ☒ Range ☐ Microwave Oven ☐ Dishwasher ☐ Trash Compactor ☐ Garbage Disposal
(g) ☐ Washer ☐ Dryer _____
(h) ☐ Intercom _____
(i) ☐ Ceiling fans No. 3 Location Living Room Dining room Bedroom
(j) Other: _____
Are any items in this section in need of repair or replacement? ☐ Yes ☒ No ☐ Unknown
If "yes", explain: _____
13. **LAND (SOILS, DRAINAGE, AND BOUNDARIES)**
(a) Are you aware of any fill or expansive soil on the property? ☐ Yes ☒ No
(b) Are you aware of any sliding, settling, earth movement, upheaval, subsidence, or earth stability problems that have occurred on or affect property? ☐ Yes ☒ No
(c) Are you aware of any existing or proposed mining, strip-mining, or any other excavations that might affect this property? ☐ Yes ☒ No
(d) To your knowledge, is this property, or part of it, located in a flood zone or wetlands area? ☐ Yes ☒ No
(e) Do you know of any past or present drainage or flooding problems affecting the property? ☐ Yes ☒ No
(f) Do you know of any encroachments, boundary line disputes, or easements? ☐ Yes ☒ No
Note to Buyer: Most properties have easements running across them for utility services and other reasons. In many cases, the easements do not restrict the ordinary use of the property, and Seller may not be readily aware of them. Buyers may wish to determine the existence of easements and restrictions by examining the property ordering an Abstract of Title or searching the records in the Office of the Recorder of Deeds for the county before entering into an Agreement of Sale.
(g) Are you aware of any shared or common areas (e.g., driveways, bridges, docks, walls, etc.) or maintenance agreements? ☐ Yes ☒ No
Explain any "yes" answers that you give in this section: _____
14. **HAZARDOUS SUBSTANCES**
(a) Are you aware of any underground tanks or hazardous substances present on the property (structure or soil) such as, but not limited to, asbestos, Polychlorinated biphenyls (PCBs), radon, lead paint, Urea Formaldehyde Foam Insulation (UFFI), etc.? ☐ Yes ☒ No
(b) To your knowledge, has the property been tested for any hazardous substances? ☐ Yes ☒ No
(c) Do you know of any other environmental concerns that might impact upon the property? ☐ Yes ☒ No
Explain any "yes" answers that you give in this section: _____
15. **CONDOMINIUMS AND OTHER HOMEOWNERS ASSOCIATIONS (Complete only if applicable)**
(a) Type: ☐ Condominium* ☐ Co-op ☒ Homeowners Association
Other _____
(b) Are you aware of any defect, damage, or problem with any common element or common area that materially affects the property?
☐ Yes ☒ No
(c) Are you aware of any condition or claim which may result in an increase in assessments or fees? ☐ Yes ☒ No
Explain any "yes" answers that you give in this section: _____
- *Notice Regarding Condominiums: According to Section 3407 of the Pennsylvania Uniform Condominium Act, a buyer of a resale unit in a condominium must receive Certificate of Resale issued by the Condominium Association. Buyer will have the option of cancelling the Agreement with return of all deposit monies for five days after Certificate is received.*
16. **MISCELLANEOUS**
(a) Are you aware of any existing or threatened legal action affecting the property? ☐ Yes ☒ No
(b) Do you know of any violations of local, state, or federal laws or regulations relating to this property? ☐ Yes ☒ No
(c) Are you aware of any public improvement, condominium or homeowner association assessments against the property that remain unpaid or of violations of zoning, housing, building, safety or fire ordinances that remain uncorrected? ☐ Yes ☒ No
(d) Are you aware of any judgment, encumbrance, lien (for example co-maker or equity loan) or other debt against this property that cannot be satisfied by the proceeds of this sale? ☐ Yes ☒ No
(e) Are you aware of any reason, including a defect in title, that would prevent you from giving a warranty deed or conveying title to the property? ☐ Yes ☒ No
Explain any "yes" answers that you give in this section: _____

The undersigned Seller represents that the information set forth in this disclosure statement is accurate and complete to the best of Seller's knowledge. Seller hereby authorizes the Agent for Seller to provide this information to prospective buyers of the property and to other real estate agents. SELLER ALONE IS RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED IN THIS STATEMENT AND AGREES TO NOTIFY AGENT FOR SELLER IMMEDIATELY IN WRITING IF ANY INFORMATION SET FORTH IN THIS DISCLOSURE STATEMENT CHANGES IN ANY WAY. Seller agrees to hold Agent(s) harmless from any and all claims arising out of Seller's failure to properly disclose any condition.

SELLER John Brown DATE 7-11-94
SELLER Donald Brown DATE _____
SELLER _____ DATE _____

EXECUTOR, ADMINISTRATOR, TRUSTEE, SELLER

The undersigned has never occupied the property and lacks the personal knowledge necessary to complete this Disclosure Statement.

DATE _____

RECEIPT AND ACKNOWLEDGEMENT BY BUYER

Buyer acknowledges receipt of this Disclosure Statement. Buyer acknowledges that this Statement is not a warranty and that, unless stated otherwise in the contract, Buyer is purchasing this property in its present condition. It is Buyer's responsibility to satisfy himself or herself as to the condition of the property. Buyer may request that the property be inspected, at Buyer's expense and by qualified professionals, to determine the condition of the structure or its components.

BUYER Clayton DATE 8-19-94
BUYER _____ DATE _____
BUYER _____ DATE _____

Sabula Outing Club Board Meeting
June 10, 1980

The Board of Directors met June 10 at the home of president, David Hibner, Sabula at 8 p. m.

The following members of the board were present: David Hibner, William Graham, William Brown, David Shilala, Dr. W. A. Anthony, Lloyd Oman and Louis Prothero.

Matters of "old business" were discussed. Since the previous by-laws committee, appointed in 1978 had never functioned, and since it seems important that the by-laws need to be revised, there was general agreement that a new committee should be appointed. A motion was made by William Brown, seconded by W. A. Anthony and approved to appoint a new committee to study the present by-laws, and recommend to the Board and later to the general membership, changes that should be made, in order to meet the present needs of the Club. President Hibner then, appointed the following members to the committee: William Graham, David Shilala and Louis Prothero.

The annual picnic was discussed. The date was set for August 10th and an amount of \$200. was set as a maximum expenditure, for picnic needs. Mrs. Jane Hibner will work with the ladies of the club, and oversee the project as chair lady. The motion to have the picnic of August 10th and to spend up to \$200. was approved as made by Lloyd Oman and seconded by Louis Prothero.

The matter of police protection as provided in previous years was discussed. Recent actions, that is posting of no trespass signs, and having the cooperation of the Sandy police, may have reduced the need for hiring any private police. However, should the need arise it seemed advisable to have private police available quickly. ~~A motion was made by William Graham, seconded by William Brown and approved to authorize President Hibner to call in private police at any time they are needed.~~ A motion was made by William Graham, seconded by William Brown and approved to authorize President Hibner to call in private police at any time they are needed.

Cutting the grass on the club property in the area of the breast of the lake was discussed at some length. Some members suggested that perhaps some local resident with equipment could best do the cutting job. David Shilala agreed to contact "Jim" Williams who lives above the lake, to see if he would do the job and to find out how much the cost would be.

Repainting of the gate house was talked about. It was believed that there might be some left over paint which could be used or that paint could be purchased. William Graham volunteered to do the painting but others of the Board believed that he should have some help.

It was understood that some paint is still on hand to

(Board Meeting, June 10, 1980 continued)

use on the road ("15 mile speed"). Members of the club could apply the paint, since most of the letters and numbers are still visible.

Lighting of the breast of the lake was discussed. The board members felt that it was advisable to have additional lighting. A motion was made by Lloyd Oman, seconded by W. A. Anthony and approved, to install two more lights, one near the curve in the road at the breast of the lake. William Graham volunteered to make the arrangements with the electric company,

The bill for repairing the drains at the Jack Brown home, and the Club property, near the entrance of Brown's driveway to the road was approved for payment on a motion by Lloyd Oman seconded by W. A. Anthony.

One of the directors called attention to the board that the septic system of Jack Brown's is not working properly, and that apparently contamination is getting into the lake. The odor from this malfunction is also an annoyance to nearby neighbors. The board voiced unanimous agreement that the problem should be corrected as soon as possible. Chairman William Brown of the Grounds Committee said that he will approach Mr. Jack Brown to find out what his intentions are to correct the problem. William Brown will then report to the Board of Directors.

Dogs running loose and speeding on the road were discussed again. Members are required to keep their dogs in the area of their own homes or cottages, or to have them on leash when in other areas. A motion was made by Lloyd Oman, seconded by William Graham and approved to permit individual members to place 2x4s or 2x6s across the road in front of their dwellings if speeding is not controlled or observed.

It was the general consensus of the board that the two "shanty" buildings on the property at the upper end of the lake should not be burned down by the fire department, at least at this time.

The meeting was adjourned on a motion by Louis Prothero seconded by Lloyd Oman.

LHP

SABULA OUTING CLUB

Minutes of Special Meeting - Board of Directors - August 23, 1994 - 8:00 p.m.
held at Merle Green's home.

Members Present: Ron Ward, Dick Leach, Randy Knarr, Merle Green, Angie Portzer,
and Dr. Raj Jolly.

President Ward called special meeting to order to discuss Treasurer Lori Herzing resigning as the Herzing family planned to move from Sabula Lake by Tuesday, August 30, and to discuss a prospective member who was purchasing the Jack Brown property. Randy Knarr nominated Dr. Jolly as the new vice-president, seconded by President Ron Ward. Randy Knarr subsequently resigned as vice-president. The Board unanimously nominated Randy ~~and Brenda~~ Knarr as Treasurer of the Sabula Outing Club.

Dr. Jolly moved that Bakas be accepted as a new member, seconded by Randy Knarr; all members voted in favor of the new member.

Board of Directors asked that the balance on the loans to Dr. Jolly and Evelyn Graham be paid in full; secretary Angie Portzer prepared the checks \$700 to Evelyn Graham and \$700 to Dr. Jolly thus eliminating the loan for road resurfacing in full.

Merle Green asked that the Realtor handling the sale of a Sabula property be given the necessary form for application to the Sabula Outing Club in the future.

Discussion followed as to whether or not the trees on the Sabula property be cut; it was decided to bring this matter up before the general membership at the next meeting.

The general membership meeting will be held on Sunday, Aug. 28, at 7:00 p.m. at Angie Portzer's home.

Dr. Jolly moved that the meeting be adjourned, seconded by Dick Leach.


Angie Portzer, Secretary

Randy Knarr complained about too many fish being taken from the lake by the ice fisherman. He then made a motion to ban ice fishing for next winter and it was seconded by Rick Sickeri. The motion was voted on and it carried.

Dick Leach reported that a committee had been working on rewriting the by-laws and they had hoped to have them finished before this meeting but that they were not ready yet.

It was agreed that Jackie Coble would make new badges, to be used by guests of the club members, for this season.

Tony and Irene Rasavage will host the annual club picnic. No date was set.

The President Dick Leach opened the nominations for the board of directors.

They were as follows:

Dan Kohlhepp	nominated by Tom Barnes	and seconded by Dick Fullington
Tony Rasavage	nominated by Raj Jolly	and seconded by Dick Leach
Randy Knarr	nominated by Dick Fullington	and seconded by Jackie Coble
Butch Dixon	nominated by Randy Knarr	and seconded by Jane Leach
Jack Volpe	nominated by Dick Leach	and seconded by Butch Dixon
Dick Leach	nominated by Anju Jolly	and seconded by Rick Sickeri
Rick Sickeri	nominated by Tony Rasavage	and seconded by Dick Leach

Dick Leach then closed the nominations.

Tony Rasavage made a motion to adjourn the meeting and Dick Fullington seconded the motion. The meeting was adjourned.

John Dixon Secretary

The Board of Directors elected the following officers:

President	Dick Leach
Vise President	Tony Rasavage
Secretary	Butch Dixon
Treasure	Randy knarr
Grounds Committee	
Chairman	Jack Volpe

Dan Kohlhepp and Rick Sickeri will serve on the Grounds Committee.

Fellow Members,

At the Annual Meeting on Sunday, I lodged a safety complaint in reference to a stockade fence at the Neal's lakefront blocking sight of the road. Mary Neal's comment about losing lakefrontage prompted me to investigate. I found that when I built my boathouse I did, as I said at the meeting, shoot the property line with a transit to properly locate the corner of the boathouse. A raised garden bed, split rail fence, and grape arbor were later added but unintentionally, they were erroneously aligned parallel with the south wall of my boathouse instead of the property line that runs at an angle.

All of these items have been either removed or repositioned to correct the situation. The Neals have graciously agreed to remove the stockade fence which will reopen the view of the road.

For my oversight, I appologize for taking up all of your time at the meeting, and especially to the Neal's for any inconvenience that this has caused.

Randy Knarr

SABULA OUTING CLUB
Minutes of the Annual Meeting
May 7, 2000

The annual meeting for the year 2000 was held at the Leach home. President Dick Leach opened the meeting at 2:05 PM, with the following members present: Randy Knarr, Dick & Jane Leach, Tom Barnes, Jack Volpe, Russ Dressler, Butch & Bea Dixon, Polly Richardson, Mary Neal, Pam Kirk & Merle Green, Myrna Ward, Erin & Rick Sickeri, Mary Lynn Lee & Tom Scott, Gary Coble and Raj & Anjou Jolly.

The minutes from last years annual meeting was read by the secretary and approved. The financial report was distributed by the Treasurer. After some explanation of the engineering services they were approved. Randy also explained that the charges for mowing the breast of the dam this year will be \$65.00 for each time. Randy also made a motion to keep the annual dues at \$400.00, for this year, and it was approved.

Jack Volpe reported that the Emergency Action Plan, which is required by D.E.R., has been approved and that he has also received approval for the use of weed control chemicals in the lake this year. Jack also reported that the new boards have been installed in the lock-house and that there was some cement work to be done. A special thanks was given to Jack for the new paint job on the lock-house.

A motion to give the Sabula Fire Department a \$200.00 donation again this year was made by Tom Barnes and seconded by Pam Kirk. The motion carried.

Gary Coble apologized for the job of pumping grout under the spillway not being done last year but would try to get with the grounds committee and do the job this year.

Pam Kirk stated that the repairs made to the septic system on the Bakas property were not effective and the problem was still there. She suggested that a letter be written to Mr. Bakas with a dead line to have the septic system taken care of properly, or the club would have it done and place an assessment against the property. Gary Coble made a motion that we have an attorney write the letter stating that it is to be taken care of by June 30th. Randy Knarr seconded the motion and it carried.

A motion to continue with the no ice fishing again next winter was made by Raj Jolly and seconded by Rick Sickeri. The motion was voted on and passed.

The question of having an annual picnic this year was ask by Anjou Jolly. President Dick Leach ask for a vote and most people thought we should have one. Anjou then stated that the Rasavage's would be willing to host the picnic on the first Sunday in August. This will be August 6th and it was accepted.

Randy Knarr suggested that we have a turn around put in at the end of the road, near the Ward property, so that larger trucks would not need to use private driveways to turn around. He is to get quotes to have this done and present them to the board of directors. It was suggested, at the same time, to also get quotes to widen the road at the first curve. This would allow 2 cars to pass in an area where it is hard to see. Randy agreed this could be done.

Myrna Ward advised us that the fire department would be burning the cottage on their property some time next month.

2/3 vote
Rec'd TL
DO THIS

Tom Barnes suggested that everyone inform their guests that the outgoing traffic has the right of way but must allow space for the incoming traffic to pull into a driveway without driving on the grass. Randy said he would try to come up with some signs to help this matter.

Gary Coble was ask to have new guest badges made up for this year.

Anjou Jolly suggested that we have posted signs put up around the pond to deter uninvited guests from fishing there.

Pam Kirk made a motion that the club consider selling her the 2 lots at the pond. Myrna Ward seconded the motion. It was agreed that the club would look into it.

Randy Knarr expressed his concern about a fence that had been placed on the lake front between his and the Neal's property. He stated that it is blocking the view of the road and causing a very dangerous situation.

The nominations for the board of directors was opened by President Dick Leach. They were as follows:

Jack Volpe	nominated by Raj Jolly	and seconded by Butch Dixon
Randy Knarr	nominated by Anjou Jolly	and seconded by Pam Kirk
Dick Leach	nominated by Randy Knarr	and seconded by Jack Volpe
Butch Dixon	nominated by Pam Kirk	and seconded by Dick Leach
Rick Sickeri	nominated by Tom Barnes	and seconded by Pam Kirk
Merle Green	nominated by Raj Jolly	and seconded by Jack Volpe
Dan Kohlhepp	nominated by Gary Coble	and seconded by Tom Barnes

A motion to close the nominations was made by Dick Leach and seconded by Tom Barnes. Gary Coble made a motion to close the meeting and it was seconded by Tom Barnes. Dick Leach adjourned the meeting.

A Board of Directors meeting was held immediately following the annual meeting. The new club officers were elected and they are as follows:

President	Merle Green
Vice President	Dick Leach
Treasurer	Randy Knarr
Secretary	Butch Dixon
Grounds Committee Chairman	Jack Volpe
Rick Sickeri and Dan Kohlhepp will serve on the Grounds Committee	

John Dixon Secretary

SABULA OUTING CLUB

This Declaration made the 2ND day of JANUARY, 1971, by SABULA OUTING CLUB, a nonprofit corporation organized under the laws of the Commonwealth of Pennsylvania, hereinafter referred to as "Declarant".

WHEREAS, Declarant is the owner of real property situate in Sandy Township, Clearfield County, Pennsylvania, by virtue of various deeds which are of record in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania, hereinafter called the Property; and

WHEREAS, Declarant intends to subdivide portions of the aforesaid property into lots; and

WHEREAS, Declarant is about to sell and convey certain of said lots to be used for residential purposes and for an integrated community enjoying pleasant residential and vacation living conditions, and integral recreational facilities for the convenience of the residents, intending to preserve to as large an extent as possible the natural beauty of the site, but before selling and conveying the residential lots Declarant for the benefit and complement of all of the residential lots in the subdivision desires to subject them to and impose upon them mutual and beneficial restrictions, covenants, conditions and charges, hereinafter collectively referred to as Restrictions.

NOW, THEREFORE, Declarant hereby declares that all of said lots are held and shall be held, conveyed, hypothecated, or encumbered, leased, rented, used, occupied and improved subject to the following restrictions, all of which are declared and agreed to be in furtherance of the general plan for the sale of said lots and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the

shall be binding on all parties having or claiming any right, title or interest in and to the real property or any part or parts thereof subject to such Restrictions.

1. APPLICABILITY

These Restrictions shall apply to all subdivided lots which are for residential purposes only.

2. TERM

These Restrictions shall affect and run with the land and shall exist and be binding upon all parties and all persons claiming under them until amended or removed by a two-thirds vote of the Board of Directors of Declarant.

3. MUTUALITY OF BENEFIT AND OBLIGATION

The Restrictions and agreements set forth herein are made for the mutual and reciprocal benefit of each and every lot in the subdivision and are intended to create mutual, equitable servitudes upon each of said lots in favor of each and all of the other lots therein; to create reciprocal rights between the respective owners of all of said lots; to create a privity of contract and estate between the grantees of said lots, their heirs, successors and assigns, and shall, as to the owner of each such lot, his heirs, successors or assigns, operate as covenants running with the land for the benefit of each and all other lots in the subdivision and their respective owners.

4. EXCLUSIVE RESIDENTIAL USE AND IMPROVEMENTS

No lot shall be used except for single family residential purposes. No structure shall be erected, placed or permitted to remain on any lot other than one detached, single family residence dwelling and such outbuildings as are usually accessory to a single family residence dwelling including a private garage.

5. GENERAL PROHIBITIONS AND REQUIREMENTS

A. The following general prohibitions and require-

on any lot in the subdivision:

(a) No outside toilet shall be constructed or permitted on any lot. All plumbing fixtures, dishwashers, toilets or sewage disposal systems shall be connected to a septic tank or other sewage system constructed by the lot owner and approved by the appropriate governmental authority and Declarant, and when a central sewer becomes available, it shall be exclusively used.

(b) No temporary house, trailer, tent, garage or other outbuilding shall be placed or erected on any lot, provided, however, that the Declarant may grant permission for any such temporary structure for storage of materials during construction. No such temporary structures as may be approved shall be used at any time as a dwelling place.

(c) No animals or livestock of any description, except the usual household pets, shall be kept on any lot.

(d) No sign, billboard or other advertising structure of any kind may be erected or maintained upon any lot except after applying to and receiving written permission from the Declarant.

(e) No stripped, partially wrecked, or junk motor vehicle, or part thereof, shall be permitted to be parked or kept on any street or lot.

(f) Every fuel storage tank shall be buried below the surface of the ground or screened by fencing or shrubbery to the satisfaction of the Declarant. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed underground, screened or so placed and kept as not to be visible from any street, lake or recreation area.

(g) All lots, whether occupied or unoccupied, shall be well maintained and no unattractive growth or accumulation of rubbish or debris shall be permitted.

No Noxious, Offensive or Unsanitary Activities. No activity shall be carried on on any lot nor shall anything be done on any lot that shall be or become an unreasonable annoyance or nuisance to the neighborhood.

(i) No oil or natural gas drilling, refining, quarrying or mining operations of any kind shall be permitted upon or in any lot and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any lot.

(j) No vehicle shall be parked on any street in the subdivision.

(k) Any dwelling or outbuilding on any lot which may be destroyed in whole or in part by fire, windstorm or for any other cause or act of God must be rebuilt or all debris removed and the lot restored to a sightly condition with reasonable promptness, provided, however, that in no event shall such debris remain longer than six months.

(l) No trash, ashes, garbage or other refuse shall be dumped, or stored or accumulated on any lot or upon any recreational area in the Subdivision. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted.

(m) There shall be no access to any lot in the subdivision except from designated streets.

6. EASEMENTS

Declarant reserves for itself, its successors and assigns, for purposes incident to the development of said real property subject to those Restrictions, the following easements and/or rights of way:

(a) A 10 foot wide easement along each side of all road rights of way for the purpose of installing, operating and maintaining utility lines and mains. It also reserves the

to trim, cut and remove any trees and brush and to locate guy wires and braces wherever necessary for the installation, operation and maintenance, together with the right to install, operate and maintain gas, water and sewer mains and reserving all the right of ingress and egress to such other areas for any of these purposes.

(b) Such other easements or rights of way as may be needed for the natural and orderly occupation of the lots in the subdivision.

(c) Further, Declarant reserves for itself, its successors or assigns, an exclusive easement for the installation and maintenance of radio and television transmission cables with the rights of way and easement areas reserved and defined above.

7. OWNERSHIP, USE AND ENJOYMENT OF STREETS, LAKE AND RECREATIONAL FACILITIES

A. Each of the streets in the subdivision now or hereafter designated is a private street owned by Declarant, and the lake and all other recreational facilities on the property of Declarant is a private lake and/or recreational facility and neither Declarant's execution or recording of any plat nor any other act of Declarant with respect to the property is, or is intended to be, or shall be construed as a dedication to the public of any of such streets, lake, or recreational facilities other than as reflected therein.

B. The ownership of the lake and recreational facilities within the Property shall be in Declarant or its successors or assigns, and the use and enjoyment thereof shall be on such terms and conditions as Declarant, its successors or assigns shall from time to time license.

8. ASSOCIATION

A. Every person before acquiring title, legal or

equitable, to any lot in the subdivision must be a member of Declarant, the Sabula Outing Club. No such person shall acquire such title until he has been approved for membership in the Declarant nor shall the owner of a lot or lots in the subdivision convey title to said lot or lots to any person who has not been approved in writing for membership in the Declarant, provided, however, that such membership is not intended to apply to those persons who hold an interest in any such lot merely as security for the performance of an obligation to pay money under a mortgage or judgment. However if such a person should realize upon his security and become the real owner of a lot, or the purchaser of any lot at foreclosure sale, he will then be subject to all the requirements and limitations imposed in these Restrictions on owners of lots within the subdivision and on members of the Declarant, including those provisions with respect to alienation and the payment of an annual charge.

B. The general purpose of the Declarant is to further and promote the community welfare of property owners in the subdivision.

C. The Declarant will be responsible for the maintenance, repair and upkeep of the private streets and lake and other recreational facilities upon its property. The Declarant shall also promulgate and enforce all regulations necessary for the use and enjoyment of such streets, lakes and recreational facilities as it may from time to time own.

D. The Declarant shall have all the powers that are set out in its By-Laws and Articles of Incorporation and all other powers that may belong to it by operation of law, including (but not limited to) the power to levy against every member/owner a unit-

Board of Directors of Declarant after consideration of current maintenance needs and future needs of Declarant for the purposes set forth in its Articles of Incorporation and By-Laws.

any (a) Every such charge so made shall be paid by the member of Declarant to Declarant or its designee, on or before the _____ day of _____ of each year, for the ensuing year. The Board of Directors of Declarant shall fix the amount of the annual charge per lot on or before the _____ day of the _____ of each year, and written notice of the charge so fixed shall be sent to each member/owner.

also (b) If any such charge shall not be paid when due, it shall bear interest from the date of delinquency at the rate of _____ percent per annum. The annual charge shall, if unpaid within thirty (30) days of the due date, become a lien or encumbrance upon the land and acceptance of each deed, not including acceptance by a mortgagee, shall be construed to be a covenant to pay the charge. The Declarant may publish the names of the delinquent members, and may record a lien to secure payment of the unpaid charge plus costs and reasonable attorneys' fees. Every such lien may be foreclosed at any time. In addition to the remedy of lien foreclosure, the Declarant shall have the right to sue for such unpaid charges, interest, costs, and reasonable attorneys' fees, in any court of competent jurisdiction as for a debt owed by any delinquent member/owner to the Declarant. Every person who shall become the owner of the title (legal or equitable), to any lot in the subdivision by any means shall be conclusively held to have covenanted to pay to the Declarant or its designee, all charges that the Declarant shall make pursuant to any paragraph or subparagraph of these Restrictions or its By-Laws. Any lot acquired is taken subject to the lien for any prior unpaid

2
maintain the premises and the improvements situate thereon in a manner satisfactory to the Board of Directors of Declarant, the Declarant shall have the right, through its agents and employees, to enter upon said lot and repair, maintain and restore the lot and the exterior of the buildings and any other improvements erected thereon. Such right shall not be exercised unless two-thirds of the Board of Directors of Declarant shall have voted in favor of its being exercised. The cost of such exterior maintenance shall be added to and become part of the annual charge to which such lot is subject and until paid shall be a lien on said lot.

10. RIGHT OF FIRST REFUSAL

A. Whenever the owner of any lot in the subdivision shall receive a bona fide offer to purchase said lot, which offer is acceptable to said owner, said owner shall offer to sell said lot at the price and on the same terms contained in said bona fide offer at the price and on the terms acceptable to said owner, first to the Declarant, its successors or assigns, which shall have thirty (30) days within which to accept or refuse such offer. If Declarant refuses to purchase said lot at the price and on the terms proposed by said owner, said owner shall be free, subject to the limitations contained herein requiring the purchaser to have been approved for membership in the Declarant, to sell said lot to the party who shall have made said bona fide offer on the same terms and conditions and for the same price as that offered to the Declarant, its successors or assigns.

11. REMEDIES

A. The Declarant or any party to whose benefit these Restrictions inure may proceed at law or in equity to prevent the occurrence, continuation or violation of any of these Restrictions.

and the successful

The remedies herein specified are cumulative, and this specification of them shall not be taken to preclude an aggrieved party's resort to any other remedy at law, in equity, or under any statute. No delay or failure on the part of Declarant or an aggrieved party to invoke an available remedy in respect of a violation of any of these Restrictions shall be held to be a waiver by that party of (or an estoppel of that party to assert any right available to him upon the recurrence or continuation of said violation or the occurrence of a different violation.

12. GRANTEE'S ACCEPTANCE

A. The grantee of any lot subject to the coverage of this Declaration, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Declarant or a subsequent owner of such lot, shall accept such deed or contract upon and subject to each and all of these Restrictions and the agreements herein contained, and also the jurisdiction, rights and powers of Declarant, and by such acceptance shall for himself, his heirs, personal representatives, successors and assigns, covenant, consent and agree to and with Declarant, and to and with the grantees and subsequent owners of each of the lots within the subdivision to keep, observe, comply with, and perform said Restrictions and agreements.

B. Each such grantee also agrees by such acceptance to assume, as against Declarant, its successors or assigns, all the risks and hazards of ownership or occupancy attendant to such lot, including but not limited to its proximity to any recreational facility.

13. SEVERABILITY

Every one of the Restrictions is hereby declared to be independent of, and severable from, the rest of the Restrictions and of and from every other one of the Restrictions and of and

KEN SCHAFER EXCAVATING

104 MAHONING ST
DUBOIS, PA 15801
Office 371-6355 Fax 375-7178
Garage 371-6596

Estimate

DATE	ESTIMATE NO.
8/31/2001	49

NAME / ADDRESS

Bakas, Al

PROJECT

ITEM	DESCRIPTION	QTY	RATE	TOTAL
EXCAV...	Install septic system (stream discharge) Bid is rough estimate because of no design work or proper permit at this date All permits, design work and necessary approval are not included in the price		26,750.00	26,750.00
			Total	\$26,750.00

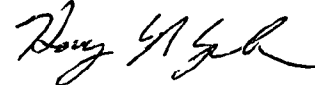
H. Yale Excavating
R.D. #2 Box 78
DuBois, Pa. 15801

September 31, 2001


Al Bakas
R D #2
DuBois Pa 15801

Without a specific design it is difficult to give an exact price on a sewage system that will correct this serious problem that you are now having with your existing system. To insure a system with out leaks or malfunctions it must be installed from the beginning. After looking at your lot and noting such problems as lot size, water sources, soil conditions and paved areas and talking to the S. E. O. discussing various designs you are extremely limited in your options. A rough estimate on a system for your lot would run about \$ 24,000. This is not an exact price and could even be higher depending on specific design and material price at time of installation.

Harry N. Yale



P.S. SPECIFIC DESIGN AND ENGINEERING
COSTS, D.E.R. APPROVAL COSTS, AND COSTS OF
LANDSCAPING AFTERMATH COULD ADD APPROX-
IMATELY \$15,000.00 MORE.





David B. Inzana

Attorney at Law

920 Fifth Avenue, Brockway, Pennsylvania 15824

Telephone (814) 265-0282

Facsimile (814) 265-0317

August 29, 2001

The Office of Court Administrator
Clearfield County Courthouse
230 East Market Street, Suite 228
Clearfield, PA 16830

In Re: Bakas vs. Brown
No. 00-659 C.D.

Arb 9-6-01

Dear Dave:

Enclosed herein please find the Defendants Pre-trial Statement in regards to the arbitration hearing which is scheduled for Thursday, September 6th, 2001. In addition, attached hereto is a Certificate of Service to the Plaintiff's attorney and to the board of arbitrators.

As always, should you have any questions, please do not hesitate to contact me.

Very truly yours,

David B. Inzana, Esq.

DBI/ali

Enclosures

CC: David J. Hopkins, Esq.
900 Beaver Drive
DuBois, PA 15801

RECEIVED
AUG 30 2001
COURT ADMINISTRATOR'S
OFFICE

Barbara L. Hugney-Shope, Esq.
23 North Second Street
Clearfield, PA 16830

Blaise Ferraraccio
301 East Pine Street
Clearfield, PA 16830

Mark A. Falvo, Esq.
7 Bigler Road
Clearfield, PA 16830

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

ALAN J. BAKAS, AND
LORETTA R. BAKAS,
Plaintiffs

vs.

JOHN J. BROWN, AND
WANDA L. BROWN

: NO. 00-659 C.D.

:
: Type of Pleading: Pre-trial Statement

:
: Filed on behalf of: Defendants

:
: Counsel of record for this party:
: DAVID B. INZANA, ESQ.
: Supreme Ct. #75569
: 920 Fifth Ave.
: Brockway, PA 15824
: (814)265-0282

RECEIVED

AUG 30 2001

COURT ADMINISTRATORS
OFFICE

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

ALAN J. BAKAS, AND
LORETTA R. BAKAS,
Plaintiffs

vs.

JOHN J. BROWN, AND
WANDA L. BROWN

: NO. 00-659 C.D.
:
:
:
:
:
:
:
:

PRE-TRIAL MEMORANDUM

AND NOW, this 29th day of August, 2001, comes Defendant's, by
and through their attorney, David B. Inzana, Esq. and files the within pre-trial
memorandum:

1. BRIEF STATEMENT OF THE CASE.

Plaintiffs purchased real property from the Defendant's on August 24, 1994. Plaintiff claims that Defendant made fraudulent misrepresentations to them in regards to the septic system on the property and that it was not in working order at the time of the execution of the disclosure form. Defendants aver that the septic system was in good working order at that time and that so many years have elapsed that any problems that Plaintiff is incurring are either barred by the statute of limitations or occurred after the sale.

2. CITATION TO APPLICABLE CASE OR STATUTE

Defendant's cite to the applicable statute of limitation 42 Pa. C.S.A. § 5524 and 68 Pa. C.S.A. § 1032. Defendant also cites Today's Exp., Inc. v. Barkan, 626 A2d 187;

Pocono Int'l Raceway v. Pocono Produce, 468 A.2d 468 (1983). By these cites,

Defendant intends to show that the statute of limitations of two years has expired.

Even though Plaintiff has alleged fraud they had every opportunity by the terms of the disclosure to inspect the property for any defects and thus the tolling of the statute occurred upon signing of the agreement.

3. LIST OF WITNESSESS

Plaintiffs intend to testify themselves.

Carl Callari

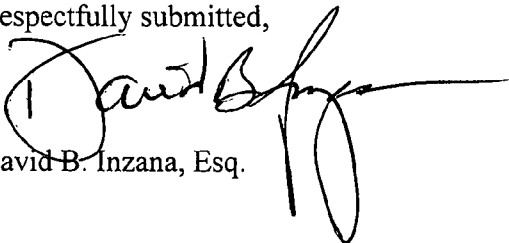
Pam Kirk - neighbors

Ron Ward - neighbors

4. STATEMENT OF DAMAGES AND COPIES OF BILLS

NONE

Respectfully submitted,


David B. Inzana, Esq.

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

ALAN J. BAKAS, AND
LORETTA R. BAKAS,
Plaintiffs

NO. 00-659 C.D.

vs.

JOHN J. BROWN, AND
WANDA L. BROWN

CERTIFICATE OF SERVICE

I, David B. Inzana, Esq., hereby certify that I have on this day caused to be served a true and correct copy of the within pre-trial memorandum by deposited the same with the united states post office, first class mail, postage prepaid, to the following parties:

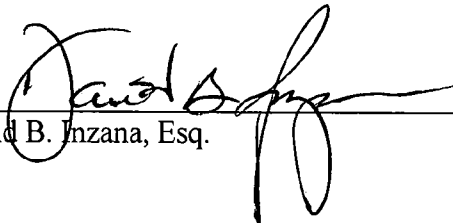
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Blaise Ferraraccio, Esq.
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Clearfield, PA 16830

Mark A. Falvo, Esq.
7 Bigler Road
Clearfield, PA 16830

8-29-01
Dated _____



David B. Inzana, Esq.