

02-12-01  
TREASURE LAKE PROPERTY OWNERS -vs- KEVIN D. FERRA et al  
ASSOCIATION, INC.

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

02-1260

TREASURE LAKE PROPERTY OWNERS : NO. 01 - - CD  
ASSOCIATION, INC., :  
Plaintiff : Type of Case: Assumpsit  
vs : Type of Pleading: Complaint  
KEVIN D. FERRA and WENDY L. : Filed on Behalf of: Plaintiff  
BIGELOW, individually and :  
t/d/b/a CHOICE RESORT : Counsel of Record for this Party:  
PROPERTIES,  
Defendants : Michael P. Yeager, Esq.  
: Supreme Court No.: 15587  
: P.O. Box 752  
: 110 North Second Street  
: Clearfield, PA 16830  
: (814) 765-9611

**FILED**

JAN 24 2002

William A. Shaw  
Prothonotary

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

TREASURE LAKE PROPERTY OWNERS :  
ASSOCIATION, INC., :  
Plaintiff :  
: No. 01 - - CD  
vs :  
: KEVIN D. FERRA and WENDY L. :  
BIGELOW, individually and :  
t/d/b/a CHOICE RESORT :  
PROPERTIES, :  
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 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.

COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
2nd & Market Streets  
Clearfield, PA 16830  
Telephone: 814-765-2641 Ex 5982

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

TREASURE LAKE PROPERTY OWNERS :  
ASSOCIATION, INC., :  
Plaintiff :  
: No. 01 - - CD  
vs :  
: KEVIN D. FERRA and WENDY L. :  
BIGELOW, individually and :  
t/d/b/a CHOICE RESORT :  
PROPERTIES, :  
Defendants :

C O M P L A I N T

COMES NOW, the Plaintiff, by and through its attorney,  
Michael P. Yeager, Esquire and files the within Complaint based  
upon a cause of action whereof the following is a statement:

1. The Plaintiff is a Pennsylvania nonprofit corporation  
with its principal place of business located at 13 Treasure Lake,  
DuBois, Clearfield County, Pennsylvania.

2. The Defendant, Kevin D. Ferra, is an adult individual  
who resides at 361 Treasure Lake, DuBois, PA 15801. The  
Defendant, Wendy L. Bigelow, is an adult individual who resides  
at 1534 Treasure Lake, DuBois, PA 15801. These adult individuals  
trade and do business as a Pennsylvania partnership known as  
"Choice Resort Properties" which appears to do business at 1427  
Treasure Lake, DuBois, PA 158091.

3. By various deeds recorded in and for Clearfield County,  
Defendants became the owners of various lots located within the  
Treasure Lake Subdivision, Sandy Township, Clearfield County,

Pennsylvania. A listing of the aforesaid deeds with purchase dates and recording information is attached hereto, made part hereof and incorporated herein as "Exhibit A".

4. All of the aforesaid deeds indicate that the lots conveyed therein are otherwise subject to the Declaration of Restrictions, Treasure Lake, Inc., recorded in Clearfield County Misc. Book Volume 146, page 476; and further states that "...all of said Restrictions being covenants which run with the land".

5. Under and by virtue of Paragraph 12.D. of the aforesaid Declaration of Restrictions, Plaintiff has imposed annual charges or assessments per single family lot within the Treasure Lake Subdivision as annually determined by the Board of Directors of the Plaintiff. A copy of Paragraph 12 in said Declaration of Restrictions is attached hereto, made part hereof and incorporated herein as "Exhibit B".

6. In connection with the foregoing, Plaintiff forwarded invoices to Defendants for various years and in various amounts for all of the lots listed in Exhibit A. The years and amounts for said invoices as indexed by lot are indicated on a listing thereof attached hereto, made part hereof and incorporated herein as "Exhibit C". The foregoing amounts were and are the reasonable, fair and actual annual assessment charges for the indicated years.

7. Although demand has been made, Defendants have failed to make payment of the assessment amounts as above indicated.

8. The Plaintiff also claims there is justly due and owing

to it in addition to the aforesaid assessment amounts, interest as provided by the aforesaid Declaration of Restrictions at six (6%) percent per annum or as otherwise provided by law.

9. Plaintiff further claims that the Declaration of Restrictions as aforesaid give Plaintiff the right to claim reasonable attorney's fees (Paragraph 12.D.b); and Plaintiff accordingly claims that reasonable attorney's fees as determined by the Court are therefore also due and payable from the Defendants.

10. Although demand has been made, Defendants have failed to make payment of the total amount Plaintiff believes is due as above indicated and otherwise to be computed.

11. Plaintiff joins claims on each of the lots identified in Exhibits A and C in this action as essentially the same occurrence or transaction (annual assessments by the Plaintiff) giving rise to more than one cause of action (for each lot described) against the same persons (namely Defendants).

COUNT I

BREACH OF CONTRACT

12. Plaintiff incorporates previous Paragraphs 1 through 11 as though the same were more fully set forth at length herein.

13. As a result of the Defendants' failure to pay the amounts described in Exhibit C, Plaintiff has been damaged in the amount of Twelve Thousand Six Hundred Eighty-Eight (\$12,688.00) Dollars, together with interest and reasonable attorney's fees.

WHEREFORE, Plaintiff claims there is justly due and owing to it from the Defendants, the sum of Twelve Thousand Six Hundred Eighty-Eight (\$12,688.00) Dollars, together with continuing interest, reasonable attorney's fees and additional costs of suit for which judgment is accordingly demanded against the Defendants, Kevin D. Ferra, Wendy L. Bigelow, individually and t/d/b/a Choice Resort Properties.

COUNT II

QUASI CONTRACT

14. Plaintiff incorporates previous Paragraph 1 through 13 as though the same were more fully set forth at length herein.

15. Plaintiff has imposed the aforesaid assessment charges as described in Exhibit C for reimbursement of its various responsibilities as set forth in the aforesaid Declaration of Restrictions.

16. Defendants have otherwise received and accepted the benefits of the various responsibilities undertaken by the Plaintiff as aforesaid and as otherwise set forth in the aforesaid Declaration of Restrictions.

17. Defendants have accordingly been unjustly enriched in the amount of the assessment charges and interest as set forth in the attached Exhibit C.

WHEREFORE, Plaintiff claims there is justly due and owing to it from the Defendants, the sum of Twelve Thousand Six Hundred Eighty-Eight (\$12,688.00) Dollars, together with continuing interest, reasonable attorney's fees and additional costs of suit

for which judgment is accordingly demanded against the Defendants Kevin D. Ferra, Wendy L. Bigelow, individually and t/d/b/a Choice Resort Properties.

COUNT III

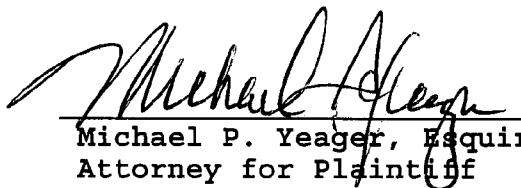
CONTRACT IMPLIED IN FACT

18. Plaintiff incorporates previous Paragraphs 1 through 17 as though the same were more fully set forth at length herein.

19. Plaintiff believes and therefore avers that a contract may be implied from the facts and circumstances surrounding the imposition of its annual assessment charges and interest as set forth on the attached Exhibit C; and the benefits conferred and received by the Defendants as aforesaid.

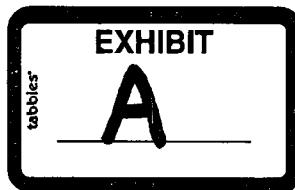
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Respectfully submitted:



\_\_\_\_\_  
Michael P. Yeager, Esquire  
Attorney for Plaintiff

	<u>Section/Lot</u>	<u>Date Purchased</u>	<u>Instrument No.</u>
1.	6/116	10/28/00	200017926
2.	8/56	2/6/01	200102543
3.	9/33	11/7/00	200018715
4.	10/22	10/31/00	200017925
5.	11/75	11/1/00	200017924
6.	11/148	9/7/00	200014422
7.	12/6	11/15/00	200018717
8.	12/83	11/1/00	200017921
9.	12/157	11/3/00	200017922
10.	13/112	9/19/00	200014490
11.	14/169	12/7/00	200018716
12.	14A/223	2/12/01	200102542
13.	14A/288	7/7/00	200011001
14.	14A/393	11/28/00	200018714
15.	14C/669	8/10/00	200012346
16.	15/546	4/19/01	200106530
17.	15/682	9/7/00	200013709
18.	16/237C	7/7/00	200011002
19.	17/105	7/11/00	200009878
20.	17/352	8/18/00	200012345
21.	17/360	8/25/00	200013004
22.	25/45	7/27/00	200010901
23.	25/46	7/27/00	200010901
24.	25/136	7/7/00	200009880
25.	25/137	7/7/00	200009880
26.	25/140	7/23/00	200011004



15-130

12. TREASURE LAKE PROPERTY OWNERS ASSOCIATION, INC.

A. Every person before acquiring title, legal or equitable, to any lot in the Subdivisions must be a member of the Treasure Lake Property Owners Association, Inc., a Pennsylvania non-profit corporation, herein referred to as "Association", and no such person shall acquire such title until he has been approved for membership in the Association, nor shall the owner of a lot or lots in the Subdivisions convey title to said lot or lots to any person who has not been approved in writing for membership in the Association, 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, e.g., mortgages, deeds of trust, or real estate contract purchases. However, if such a person should realize upon his security and become the real owner of a lot, 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 Association, including those provisions with respect to alienation and the payment of an annual charge.

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

C. The Association shall be responsible for the maintenance, repair and upkeep of the private streets and parks owned by it within the Subdivisions. The Association shall also promulgate and enforce all regulations necessary for the use and enjoyment of such streets and parks and such other properties as it may from time to time own.

D. The Association shall have all the powers that are set out in its Articles of Incorporation and all other powers that belong to it by operation of law, including (but not limited to) the power to levy against every member of the Association a uniform annual charge per single-family residential

lot within the Subdivisions, the amount of said charge to be determined by the Board of Directors of the Association after consideration of current maintenance needs and future needs of the Association, for the purposes set forth in its Articles of Incorporation; provided, however, that the uniform annual charge shall in no event be less than \$30.00 per year for road maintenance and after a clubhouse is built, \$7.50 per month for membership in the club. No such charge shall ever be made against, or be payable by, the Declarant, the Association itself, or any corporation or corporations that may be created to acquire title to, and operate, the water or sewer utilities serving the area, or any lakes, dams, beaches, lake access tracts, marinas, golf courses, tennis courts, swimming pools, clubhouse grounds, campgrounds, or other like recreational facilities.

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

(b) If any such charge shall not be paid when due, it shall bear interest from the date of delinquency at the rate of six per cent (6%) per annum. The annual charge shall, if unpaid within 30 days of its 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

110 102

Association may publish the names of the delinquent members, and may record a lien to secure payment of the unpaid charges, plus costs and reasonable attorneys' fees. Every such lien may be foreclosed at any time. In addition to the remedy of lien foreclosure, the Association 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 to the Association. Every person who shall become the owner of the title (legal or equitable) to any lot in the subdivisions by any means shall be conclusively held to have covenanted to pay the Association or its designee all charges that the Association 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 charges.

(c) The Association shall upon demand at any time furnish a certificate in writing signed by an officer of the Association certifying that the charges on a specified lot have been paid or that certain charges against said lot remain unpaid, as the case may be. A reasonable charge may be made by the Board of Directors of the Association for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any charges theretofore stated to have been paid.

E. The fund accumulated as the result of the charges levied by the Association shall be used exclusively to promote the recreational facilities of, and the health, safety and welfare of the members of the Association and in particular for the improvement and maintenance of the streets, those areas designated as parks, and other property within the Subdivisions which shall have been conveyed to or acquired by the Association.

F. The lien of a mortgage or deed of trust representing a first lien placed upon any lot for the purpose of permanent financing and/or constructing a residence or other improvement thereon recorded in accordance with the laws of Pennsylvania, shall be, from the date of recordation, superior to any and all such liens provided for herein.

G. The Board of Directors of the Association shall have the right to suspend the voting rights (if any) and the right to use of the recreational facilities of the Association or of Declarant of any member:

- (a) For any period during which any Association charge (including the charges and the fines, if any, assessed under paragraphs 12-D, 13 and 14 of these Restrictions) owed by the member remains unpaid;
- (b) During the period of any continuing violation of the restrictive covenants for the Subdivision, after the existence of the violation shall have been declared by the Board of Directors of the Association;
- (c) During the period that any utility bill for water or sewer service rendered to the member or associated member shall remain unpaid.

	<u>Section/Lot</u>	<u>2001</u>
1.	6/116	488.00
2.	8/56	488.00
3.	9/33	488.00
4.	10/22	488.00
5.	11/75	488.00
6.	11/148	488.00
7.	12/6	488.00
8.	12/83	488.00
9.	12/157	488.00
10.	13/112	488.00
11.	14/169	488.00
12.	14A/223	488.00
13.	14A/288	488.00
14.	14A/393	488.00
15.	14C/669	488.00
16.	15/546	488.00
17.	15/682	488.00
18.	16/237C	488.00
19.	17/105	488.00
20.	17/352	488.00
21.	17/360	488.00
22.	25/45	488.00
23.	25/46	488.00
24.	25/136	488.00
25.	25/137	488.00
26.	25/140	488.00
	TOTAL	\$ 12,688.00

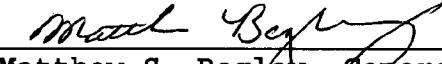
EXHIBIT



VERIFICATION

I, MATTHEW S. BEGLEY, General Manager of TREASURE LAKE PROPERTY OWNERS ASSOCIATION, INC., being duly authorized to make this Verification, have read the foregoing Answers to Interrogatories. The statements therein are true and correct to the best of my personal knowledge, information and belief.

This statement and verification is made subject to the penalties of 18 Pa. C.S.A., Section 4904 relating to unsworn fabrication to authorities, which provides that if I make knowingly false averments, I may be subject to criminal penalties.

  
\_\_\_\_\_  
Matthew S. Begley, General Manager  
Treasure Lake Property Owners  
Association, Inc.

**FILED**

300

01/25/02

JAN 24 2002

Atty fee  
Atty pd. \$0.00

*BS*

William A. Shaw  
Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 12018

TREASURE LAKE PROPERTY OWNERS ASSOCIATION INC

02-126-CD

VS.

FERRA, KEVIN D. & WENDY L. BIGELOW II/a/t/d/b/a CHOICE RESORT PRO

**COMPLAINT**

**SHERIFF RETURNS**

---

Sworn to Before Me This

So Answers,

25th Day Of March 2002

Jacqueline Kendrick

Deputy Prothonotary  
My Commission Expires  
1st Monday in Jan. 2006  
Clearfield Co., Clearfield, PA

*Chester A. Hawkins*  
My Mainly Happ  
Chester A. Hawkins  
Sheriff

**FILED**

MAR 25 2002 *KAB*  
09:30 am  
William A. Shaw  
Prothonotary

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

Sheriff Docket # 12018

TREASURE LAKE PROPERTY OWNERS ASSOCIATION INC

02-126-CD

VS.

FERRA, KEVIN D. & WENDY L. BIGELOW t/a/t/d/b/a CHOICE RESORT PRO

**COMPLAINT**

**SHERIFF RETURNS**

---

**NOW JANUARY 28, 2002 AT 10:25 AM EST SERVED THE WITHIN COMPLAINT  
ON KEVIN D. FERRA, IND., DEFENDANT AT EMPLOYMENT, 1427 TREASURE LAKE,  
DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO KEVIN D. FERRA  
A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN  
TO HIM THE CONTENTS THEREOF.**

**SERVED BY: SNYDER/SHULTZ**

**NOW JANUARY 28, 2002 AT 10:25 AM EST SERVED THE WITHIN COMPLAINT  
ON KEVIN D. FERRA & WENDY L. BIGELOW t/d/b/a CHOICE RESORT PROPERTIES,  
DEFENDANT AT EMPLOYMENT, MINI MALL, 1427 TREASURE LAKE, DUBOIS,  
CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO KEVIN D. FERRA,  
PART OWNER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND  
MADE KNOWN TO HIM THE CONTENTS THEREOF.**

**SERVED BY: SNYDER/SHULTZ**

**NOW MARCH 25, 2002 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN  
THE WITHIN COMPLAINT "NOT FOUND" AS TO WENDY L. BIGELOW, DEFENDANT.  
MOVED TO MICHIGAN, ADDRESS UNKNOWN, PHONE # 734-254-1025.**

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**Return Costs**

Cost	Description
35.69	SHFF. HAWKINS PAID BY: ATTY.
30.00	SURCHARGE PAID BY: ATTY.

## Notice of Proposed Termination of Court Case

October 18, 2007

RE: 2002-00126-CD

Treasure Lake Property Owners Association, Inc.

Vs.

Kevin D. Ferra  
Wendy L. Bigelow  
Choice Resort Properties

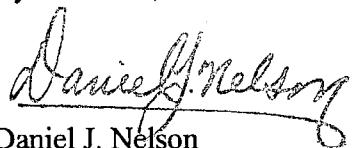
Dear Michael P. Yeager, Esq:

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

You may stop the Court terminating the case by filing a Statement of Intention to Proceed. The Statement of Intention to Proceed must be filed with the **Prothonotary of Clearfield County, PO Box 549, Clearfield, Pennsylvania 16830**. The Statement of Intention to Proceed must be filed on or before **December 17, 2007**.

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

By the Court,

  
Daniel J. Nelson

Court Administrator

FILED

301 OCT 18 2007  
44 William A. Shaw  
Prothonotary/Clerk of Courts

## **Notice of Proposed Termination of Court Case**

October 18, 2007

RE: 2002-00126-CD

Treasure Lake Property Owners Association, Inc.

Vs.

Kevin D. Ferra  
Wendy L. Bigelow  
Choice Resort Properties

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By the Court,

  
Daniel J. Nelson  
Court Administrator

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Kevin D. Ferra  
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Choice Resort Properties

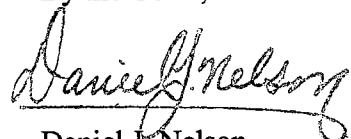
Dear Wendy L. Bigelow:

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By the Court,



Daniel J. Nelson  
Court Administrator

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October 18, 2007

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Vs.

Kevin D. Ferra  
Wendy L. Bigelow  
Choice Resort Properties

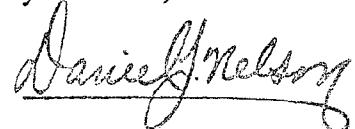
Dear Choice Resort Properties:

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

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By the Court,



Daniel J. Nelson  
Court Administrator

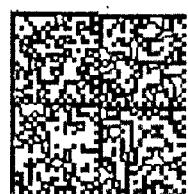
02-126-CD

WILLIAM A. SHAW  
PROTHONOTARY  
and CLERK of COURTS  
P.O. BOX 549  
CLEARFIELD, PENNSYLVANIA 16830

FILED  
NOV 16 2007  
William A. Shaw  
Prothonotary/Clerk of Courts

Wendy L. Bigelow  
1534 Treasure Lake  
DuBois, PA 15801

ANR  
NIXIE 165 SC 1 25 10/31/07  
RETURN TO SENDER  
ATTEMPTED - NOT KNOWN  
UNABLE TO FORWARD  
EC: 16530054949 \*22343-19666-10-34  
16530054949



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Mailed From 16830  
US POSTAGE

## **Notice of Proposed Termination of Court Case**

October 18, 2007

RE: 2002-00126-CD

Treasure Lake Property Owners Association, Inc.

Vs.

Kevin D. Ferra  
Wendy L. Bigelow  
Choice Resort Properties

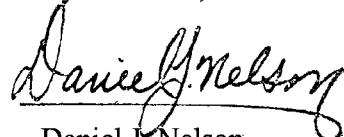
Dear Wendy L. Bigelow:

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

By the Court,



Daniel J. Nelson  
Court Administrator

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

TREASURE LAKE PROPERTY OWNERS ASSOCIATION, INC., Plaintiff :  
vs : No. 02 - 126 - CD  
KEVIN D. FERRA and WENDY L. BIGELOW, individually and t/d/b/a CHOICE RESORT PROPERTIES, Defendants :

**PRAECIPE TO SETTLE, DISCONTINUE & END**

TO WILLIAM A. SHAW, PROTHONOTARY:

Please mark the above-captioned matter settled, discontinued and ended.

  
Michael P. Yeager, Esquire

Attorney for Plaintiff

FILED NOCC  
01/14/2008 11:43 AM  
NOV 07 2007  
WM  
William A. Shaw  
Prothonotary/Clerk of Courts  
1 recd of disc  
ISSUED to ATT  
Yeager-

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COPY

Treasure Lake Property Owners Association, Inc.

Vs.

No. 2002-00126-CD

Kevin D. Ferrara

Wendy L. Bigelow

Choice Resort Properties

**CERTIFICATE OF DISCONTINUATION**

Commonwealth of PA

County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on November 7, 2007, marked:

Settled, discontinued and ended

Record costs in the sum of \$80.00 have been paid in full by Michael P. Yeager Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 7th day of November A.D. 2007.

*William A. Shaw*

William A. Shaw, Prothonotary