

03-1892-CD

TREASURE LAKE PROPERTY OWNERS ASSOC. INC. vs. MARK A. KANE et al

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

TREASURE LAKE PROPERTY OWNERS
ASSOCIATION, INC.,

Plaintiff

vs

MARK A. KANE and ANNETTE M. KANE,
Defendants

: NO. 03 - 1892 - CD

:
: Type of Case: In Equity

:
: Type of Pleading: Complaint

:
: Filed on Behalf of: Plaintiff

:
: Counsel of Record for this Party:

:
: Michael P. Yeager, Esq.

: Supreme Court No.: 15587

:
: P.O. Box 752

: 110 North Second Street

: Clearfield, PA 16830

:
: (814) 765-9611

FILED

DEC 29 2003

William A. Shaw
Prothonotary/Clerk of Courts

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

TREASURE LAKE PROPERTY OWNERS :
ASSOCIATION, INC., :
Plaintiff :

vs

MARK A. KANE and ANNETTE M. KANE, :
Defendants :

No. 03 - - CD

NOTICE

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

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

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

TREASURE LAKE PROPERTY OWNERS :
ASSOCIATION, INC., :
Plaintiff :

vs

MARK A. KANE and ANNETTE M. KANE, :
Defendants :

No. 03 - - CD

COMPLAINT

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

1. The Plaintiff is a Pennsylvania nonprofit corporation formed for the purpose of promoting and preserving the community welfare of the property owners in the Treasure Lake Subdivision, Sandy Township, Clearfield County, Pennsylvania, with its principal office and place of business located at Treasure Lake, Sandy Township, Clearfield County, Pennsylvania and with a mailing address of 13 Treasure Lake, DuBois, Clearfield County, Pennsylvania.

2. The Defendants, Mark A. Kane and Annette M. Kane, are adult individuals who reside within the Treasure Lake Subdivision at Lot 66, Section 8A, Black Swan Road, Sandy Township, Clearfield County, Pennsylvania with a mailing address of 571 Treasure Lake, DuBois, PA 15801.

3. By deed dated March 22, 1996 and recorded in Clearfield County Deeds and Records Vol. 1751 at page 379, Defendants became the owners of Lot 91, Section 8A also within the Treasure Lake Subdivision, Sandy Township, Clearfield County,

Pennsylvania. A copy of that deed is attached hereto, made part hereof and incorporated herein as "Exhibit A".

4. The aforesaid deed to Defendants relative to Lot 91, Section 8A recites that the conveyance with subject to the Declaration of Restrictions, Treasure Lake of Pennsylvania, Inc., recorded in Misc. Book Volume 146, page 476, ("Restrictions") and that said Restrictions were to be considered covenants which run with the land. A copy of the Restrictions is attached hereto, made part hereof and incorporated herein as "Exhibit B".

5. Paragraph 20A of the Restrictions provides that among others, the TLPOA is authorized and entitled to proceed at law or in equity to prevent the occurrence, continuation or violation of any of the Restrictions and that the court, in such action, may award the successful party reasonable expenses in prosecuting such action, including attorney's fees.

6. Paragraph 21A of the Restrictions provides in part as follows:

"A. The grantee of any lot subject to the coverage of this Declaration, by acceptance of a Deed conveying title thereto...shall accept such deed and contract upon and subject to each and all of these Restrictions and the agreements herein contained..."

COUNT ONE
FAILURE TO COMPLETE EXTERNAL FINAL FINISHES
AND FINAL GRADE WITHIN SIX MONTHS

7. Plaintiff incorporates previous Paragraph 1 through 6 as though the same were more fully set forth at length herein.

8. On April 11, 2000, Defendants requested and obtained a Building Permit from Plaintiff for residential construction plans for the construction of a residential dwelling on Lot 91, Section 8A within Treasure Lake. Plaintiff believes and therefore avers that

Defendants began construction of the residential dwelling sometime reasonably subsequent to that date.

9. Paragraph 8A(c) of the Restrictions provides as follows:

"Once construction of improvements is started on any lot, the improvements must be substantially completed in accordance with the plans and specifications, as approved, within six (6) months from commencement"

10. Given that six-month time frame requirement, construction should have been completed sometime on or about October 11, 2000.

11. On September 5, 2000, Defendants were notified that their Building Permit for the residential dwelling construction would expire on October 11, 2000 unless the Defendants requested an extension and paid a renewal fee. A copy of that correspondence is attached hereto, made part hereof and incorporated herein as "Exhibit C".

12. Defendants responded by correspondence indicating the request for an extension. A copy of that letter is attached hereto, made part hereof and incorporated herein as "Exhibit D".

13. By letter dated October 19, 2000, Plaintiff notified Defendants of the violation of the restriction 8A(c) as well as the Plaintiff's Policy Manual P-6 for failure to complete the required construction by the expiration of the extended Building Permit. However, Defendants were notified that if they extended the Building Permit prior to November 7, 2000, the Citation would be cancelled. A copy of that correspondence and the attached Citation and referenced Policy P-6 is attached hereto, made part hereof and incorporated herein as "Exhibit E".

14. Sometime prior to November 7, 2000, at the oral request of the Defendants, Plaintiff issued another extension of the Building Permit effective October 11, 2000 which would have extended the completion date to April 11, 2001.

15. By letter dated April 18, 2001, Defendants were again advised as to the requirement that the exterior finishes and final grade be completed within six months of the most recent extension, and asking that the Defendants inform the Plaintiff as to when the exterior finishes would be complete. A copy of that correspondence is attached hereto, made part hereof and incorporated herein as "Exhibit F".

16. By letter dated May 21, 2001, Defendants were advised that the Building Permit as extended in October of 2000 had expired on April 11, 2001 and again reminding Defendants of their violation of Paragraph 8A(c) as well as the Policy Manual Paragraph P-6. However, in view of an error on the extended Permit, the Plaintiff indicated that the exterior final finishes and final grade relative to the Defendants' lot was to be completed by July 1, 2001. A copy of that letter is attached hereto, made part hereof and incorporated herein as "Exhibit G".

17. By letter dated July 5, 2001, Defendants were notified of the violation of Paragraph 8A(c) as well as Policy Manual Paragraph P-6 for failure to complete the exterior finishes within the time frame allotted (July 1, 2001). A copy of that letter is attached hereto, made part hereof and incorporated herein as "Exhibit H".

18. Despite the fact that the letter dated July 5, 2001 was forwarded to Defendants by certified mail as is noted on Exhibit H, Defendants refused to claim that certified mail correspondence.

19. On August 2, 2001, Plaintiff again forwarded correspondence to the

Defendants again advising them as to the violation. A copy of that letter is attached hereto, made part hereof and incorporated herein as "Exhibit I".

20. As a result of the inability to serve the certified letter contained in Exhibit F, Plaintiff caused the letter of August 2, 2001 to be served upon Defendants through the Treasure Lake Security Department on August 3, 2001. A copy of the Incident Memo and Assignment Report and Certification indicating said service by the Treasure Lake Security Department is attached hereto, made part hereof and incorporated herein as "Exhibit J".

21. No further extensions as to the Building Permit have been issued by Plaintiff.

22. Plaintiff believes and therefore avers that Defendants are in violation of Paragraph 8A(c) of the Restrictions for failure to complete the residence within the allotted or extended time until July 1, 2001 (Exhibit G).

23. This conduct and the unfinished nature of the dwelling on Lot 91, Section 8A also constitutes such conduct and conditions that are otherwise greatly detrimental to the Treasure Lake Community as a whole and to the owners of real estate within said community including Plaintiff.

24. Despite the above-described notices as well as other written and oral requests to Defendants to correct this violation of the Restrictions and Policy Manual, to date, Defendants have failed and otherwise refused to complete the dwelling in accordance with the approved plans.

WHEREFORE, Plaintiff requests:

(a) That the unfinished nature of the residential dwelling existing on Defendants' property, namely Lot 91, Section 8A within the Treasure Lake Subdivision, Sandy Township, Clearfield County, Pennsylvania and Defendants'

conduct in refusing to complete said residential dwelling within the allotted or extended time until July 1, 2001, be decreed to be in violation of the Declaration of Restrictions dated May 28, 1968 and recorded as aforesaid, and that Defendants otherwise be ordered to abate the conditions constituting violations of those Restrictions by completing said residential dwelling within a reasonable time;

(b) That a perpetual injunction may issue restricting the Defendants from violating the Declaration of Restrictions and from continuing to maintain a partially-completed residential dwelling on Lot 91, Section 8A in violation of the Restrictions;

(c) That the Court award to Plaintiff's reasonable expenses in prosecuting this action, including attorney's fees; and

(d) General relief.

COUNT TWO

ACCUMULATION OF LOGS, RUBBISH, DEBRIS OR REFUSE

25. Plaintiff incorporates previous Paragraph 1 through 24 as though the same were more fully set forth at length herein.

25. During construction as described above, Defendants have permitted logs to remain in the ditches along the road bordering Lot 91, Section 8A; and have not been stacked for fire wood, removed or stored to the rear of the lot.

26. Paragraph 8A(l) of the Restrictions provides as follows:

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

27. Paragraph 8A(s) of the Restrictions provides in part as follows:

"...no trash, ashes, garbage or other refuse shall be dumped or stored or accumulated on any lot..."

28. On April 13, 2000, Defendants were issued a Permit to cut various trees on Lot 91, Section 8A for the purpose of construction a residential dwelling described in

Count I. A copy of that Tree Permit is attached hereto, made part hereof and incorporated herein as "Exhibit K".

29. By letter dated August 9, 2000, Defendants were notified that Policy Manual P-20 requires that trees, once cut, must be removed or neatly stacked on the lot for fire wood. A copy of that letter together with the reference Policy Manual P-20 are attached hereto, made part hereof and incorporated herein as "Exhibit L".

30. By letter dated October 25, 2001, Defendants were notified of the violation described above and also referenced in Policy Manual P-20. A copy of that letter is attached hereto, made part hereof and incorporated herein as "Exhibit M".

31. Again, by letter dated December 3, 2001, Defendants were notified of the violation described above. A copy of that letter is attached hereto, made part hereof and incorporated herein as "Exhibit N".

32. Plaintiff believes and therefore avers that Defendants are in violation of Paragraphs 8A(l) and 8A(s) of the Restrictions for permitting said logs, rubbish, debris or refuse to remain on Lot 91, Section 8A.

33. This condition as to the logs, rubbish, debris or refuse on Lot 91, Section 8A also constitutes such conduct and conditions that are otherwise greatly detrimental to the Treasure Lake Community as a whole and to the owners of real estate within said community including Plaintiff.

34. Despite the above-described notices as well as other written and oral requests to Defendants to correct this violation of the Restrictions, to date, Defendants have failed and otherwise refused to remove said logs, rubbish, debris or refuse from Lot 91, Section 8A.

WHEREFORE, Plaintiff requests:

(a) That the conditions relative to accumulation of logs, rubbish, debris or refuse existing on Defendants' property, namely Lot 91, Section 8A within the Treasure Lake Subdivision, Sandy Township, Clearfield County, Pennsylvania and Defendants' conduct thereon be decreed to be in violation of the Declaration of Restrictions dated May 28, 1968 and recorded as aforesaid, and that Defendants otherwise be ordered to abate the conditions constituting violations of those Restrictions by removing said logs, rubbish, debris or refuse;

(b) That a perpetual injunction may issue restricting the Defendants from violating the Declaration of Restrictions and from continuing to permit the accumulation of logs, rubbish, debris or refuse on Lot 91, Section 8A in violation of the Restrictions;

(c) That the Court award to Plaintiff's reasonable expenses in prosecuting this action, including attorney's fees; and

(d) General relief.

COUNT III UNLICENSED VEHICLE

35. Plaintiff incorporates previous paragraph 1 through 34 as though the same were more fully set forth at length herein.

36. Since sometime prior to October 25, 2001, the Defendants have permitted an unlicensed vehicle to be parked in the middle of the front of Lot 91, Section 8A where said vehicle can be viewed from the roadway adjoining the lot and adjoining properties.

37. Paragraph 8A(h) of the Restrictions provides as follows:

"No stripped, partially wrecked, or junked motor vehicle, or part thereof, shall be permitted to be parked or kept on any street or lot."

38. By letters dated October 25, 2001 and December 3, 2001 (Exhibits M and N), Defendants were advised of the aforesaid violation.

39. Plaintiff believes and therefore avers that Defendants are in violation of Paragraph 8A(h) of the Restrictions for failure to remove the unlicensed vehicle from Lot 91, Section 8A.

40. This permitting of an unlicensed vehicle to remain on Lot 91, Section 8A also constitutes such conduct and conditions that are otherwise greatly detrimental to the Treasure Lake Community as a whole and to the owners of real estate within said community including Plaintiff.

41. Despite the above-described notices as well as other written and oral requests to Defendants to correct this violation of the Restrictions, to date, Defendants have failed and otherwise refuse to remove the unlicensed vehicle from Lot 91, Section 8A.

WHEREFORE, Plaintiff requests:

(a) That the conditions relative to the unlicensed vehicle parked on Defendants' property, namely Lot 91, Section 8A within the Treasure Lake Subdivision, Sandy Township, Clearfield County, Pennsylvania and Defendants' conduct thereon be decreed to be in violation of the Declaration of Restrictions dated May 28, 1968 and recorded as aforesaid, and that Defendants otherwise be ordered to abate the conditions constituting violations of those Restrictions by removing the unlicensed vehicle from Lot 91, Section 8A;

(b) That a perpetual injunction may issue restricting the Defendants from violating the Declaration of Restrictions and from continuing to permit the unlicensed vehicle to remain parked on Lot 91, Section 8A in violation of the Restrictions;

(c) That the Court award to Plaintiff's reasonable expenses in prosecuting this action, including attorney's fees; and

(d) General relief.

COUNT IV
BUILDING MATERIAL, TRASH AND DEBRIS

42. Plaintiff incorporates previous Paragraphs 1 through 41 as though the same were more fully set forth at length herein.

43. Since sometime prior to October 25, 2001, the Defendants have permitted an accumulation of building material, trash and debris on Lot 91, Section 8A.

44. Paragraph 8A(I) of the Restrictions provides as follows:

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

45. Paragraph 8A(s) provides in part as follows:

"...no trash, ashes, garbage or other refuse shall be dumped or stored or accumulated on any lot..."

46. By letters dated October 25, 2001 and December 3, 2001 (Exhibits M and N, Defendants were advised of the aforesaid violation.

47. Plaintiff believes and therefore avers that Defendants are in violation of Paragraphs 8A(I) and 8A(s) of the Restrictions for failure to remove or otherwise store accumulated building materials, trash and debris out of sight on Lot 91, Section 8A.

48. This conduct relative to the accumulation of building material, trash and debris on Lot 91, Section 8A also constitutes such conduct and conditions otherwise greatly detrimental to the Treasure Lake Community as a whole and to the owners of real estate within said community including Plaintiff.

49. Despite the above-described notices as well as other written and oral requests to Defendants to correct this violation of the Restrictions, to date, Defendants have failed and otherwise refuse to remove or store the accumulated building material, trash and debris out of sight on Lot 91, Section 8A.

WHEREFORE, Plaintiff requests:

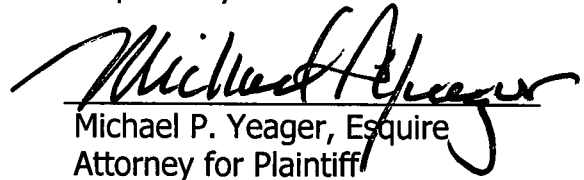
(a) That the accumulation of building material, trash and debris on Defendants' property, namely Lot 91, Section 8A within the Treasure Lake Subdivision, Sandy Township, Clearfield County, Pennsylvania and Defendants' conduct thereon be decreed to be in violation of the Declaration of Restrictions dated May 28, 1968 and recorded as aforesaid, and that Defendants otherwise be ordered to abate the conditions constituting violations of those Restrictions by removing said logs, rubbish, debris or refuse or storing the same out of site;

(b) That a perpetual injunction may issue restricting the Defendants from violating the Declaration of Restrictions and from continuing to permit the accumulation of building material, trash and debris on Lot 91, Section 8A in violation of the Restrictions;

(c) That the Court award to Plaintiff's reasonable expenses in prosecuting this action, including attorney's fees; and

(d) General relief.

Respectfully submitted:


Michael P. Yeager, Esquire
Attorney for Plaintiff

050-960054

This Indenture

VOL 1751 PAGE 379

Made the 22ND day of MARCH in the year of our Lord one thousand nine hundred and 96

Between Recreation Land Corporation, a Pennsylvania corporation (hereinafter called "Grantor"), and
MARK A. KANE AND ANNETTE M. KANE

TENANCY BY ENTIRETY (hereinafter called "Grantee");

Witnesseth, That the Grantor, for and in consideration of the sum of TWO THOUSAND NINE HUNDRED AND 00/100

Dollars, receipt of which is hereby acknowledged,

does grant, bargain, sell, release, convey and confirm, unto the Grantee his heirs and assigns, forever,

All that certain tract of land designated as Lot No. 91, Section No. 8A, in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania recorded in the Recorder of Deeds office in Misc. Docket Map File No. 25

Excepting and reserving therefrom and subject to:

1. All easements, rights of way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
 2. The Declaration of Restrictions, Treasure Lake of Pennsylvania, Inc. recorded in Misc Book Vol. 146, p. 476, as amended, Misc. Book Vol. ---, p. ---, and Misc. Book Vol. ---, p. ---; all of said restrictions being covenants which run with the land.
 3. All minerals and mining rights of every kind and nature.
 4. A lien for all unpaid charges or assessments as may be made by Grantor or Treasure Lake Property Owners' Association, Inc.; which lien shall run with the land and be an encumbrance against it.
 5. The right of the owner and/or operator of any recreational facilities within the said Treasure Lake Subdivision to assess fees and charges against Grantee, its heirs, administrators, executors, successors and assigns for the use and/or maintenance of any such facilities which if unpaid, shall become a lien upon the land and be an encumbrance against it.
- Being a portion of the premises which became vested in the Grantor by deed of Treasure Lake of Pennsylvania, Inc. and dated November 28, 1979 and recorded in Clearfield County Deed Book Volume 790, page 450.

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

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

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

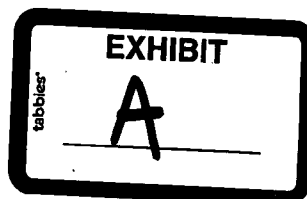
NOTICE THE UNDERSIGNED, AS EVIDENCED BY THE SIGNATURE(S) TO THIS NOTICE AND THE ACCEPTANCE AND RECORDING OF THIS DEED, (IS, ARE) FULLY COGNIZANT OF THE FACT THAT THE UNDERSIGNED MAY NOT BE OBTAINING THE RIGHT OF PROTECTION AGAINST SUBSIDENCE, AS TO THE PROPERTY HEREIN CONVEYED, RESULTING FROM COAL MINING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

WITNESS:

Frank H. [Signature]

Mark A. Kane
Grantee
Annette M. Kane
Grantee

TL 9-9-7



VOL 1751 PAGE 380

This Deed is made under and by virtue of a Resolution of the Board of Directors of the Grantor duly passed at a regular meeting thereof, held on the 3rd day of March, A.D., 1980, a full quorum being present, authorizing and directing the same to be done.
In Witness Whereof, The said Corporation, Grantor, has caused its common and corporate seal to be affixed to these presents by the hand of its Vice President, and the same to be duly attested by its Assistant Secretary. Dated the day

(CORPORATE SEAL) and year first above written.

Attest:

State of Mississippi
County of Jackson

Assistant Secretary

RECREATION LAND CORPORATION

By Kenneth E. Hendryck Vice President

On this, the 3rd day of April, 1996, before me, a notary public, the undersigned officer, personally appeared Kenneth E. Hendryck who acknowledged himself to be the Vice President of Recreation Land Corporation, and that he as such Vice President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Vice President.

In witness whereof, I hereunto set my hand and official seal
My Commission expires Jan. 21, 1999
NOTARY PUBLIC STATE OF MISSISSIPPI AT LARGE
BUNDLED THRU NOTARY PUBLIC UNDERWRITER

Notary Public

Certificate of Residence

I hereby certify that the precise residence of the grantee herein is
571 TREASURE LAKE

Street/Route
DUBOIS, PA 15801
City State Zip

(For) Grantee

(For) Grantee

CLEARFIELD COUNTY
ENTERED OF RECORD

THAT 12:36 PM
BY Karen L. Starck
FILE 13-32
Karen L. Starck, Recorder

DUBOIS AREA SCHOOL DISTRICT
1% REALTY TRANSFER TAX

AMOUNT \$ 29.00
PAID 4/19/96 KAREN L. STARCK
Date Agent

RECREATION LAND CORPORATION

To

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE

Fees, \$ 20.00
APR 19 1996
PS 11552

Mail To: RECREATION LAND CORP.
P.O. BOX 687
DUBOIS, PA. 15801

Commonwealth of Pennsylvania

County of Chesapeake

Recorded on this 15th day of April, A.D. 1996

Vol. 1751, page 329

Given under my hand and the seal of the said office the day and year aforesaid.

My Commission Expires

First Monday in January, 2000

Karen L. Starck
Recorder

Entered of Record April 19, 1996; 12:36 PM Karen L. Starck, Recorder

Vol. 1751 Page 29.02
Du Bois, Pa. 15801
Number 14.50
Sandy top. 14.50

Deed

DECLARATION OF RESTRICTIONS

This Declaration made this 28th day of May, 1968, by TREASURE LAKE, INC. a Pennsylvania corporation, herein referred to as "Declarant",

WITNESSETH

WHEREAS, Declarant is the owner of real property in Sandy Township, Clearfield County, which is specifically described in the deed dated February 7, 1968 and recorded on February 9, 1968 in the Recorder of Deeds Office, Clearfield County, in Deed Book Volume 535, page 394, hereinafter called the Property; and

WHEREAS, Declarant has and will subdivide portions of the aforesaid property into lots, some of the subdivisions heretofore made being recorded and others will be recorded in the Recorder of Deeds Office, Clearfield County (said subdivisions being hereinafter called the "Subdivisions"); and

WHEREAS, Declarant is about to sell and convey certain of said lots to be used for residential purposes and to develop the entire property into an integrated community enjoying pleasant residential and vacation living conditions, integral recreational facilities and harmonious commercial establishments 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 and in the light of its general plan or scheme of improvement set out above, 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 subdivisions, improvement and sale of said lots and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property. All of the Restrictions shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in and to the real property or any part or parts thereof subject to such Restrictions.

1. APPLICABILITY

A. These Restrictions shall apply to all subdivided numbered lots which are for residential purposes only, but these restrictions shall not be applicable to such lands now or hereafter designated on the plat or otherwise as parcels or as lands of Declarant, which parcels and lands are intended for commercial, multiple dwelling, condominium or hotels, or recreational uses. Declarant is withholding these parcels pursuant to its general development scheme and the absence of restrictions thereupon is intended to further that scheme by providing additional conveniences to the residential property owners and by stimulating a truly integrated community.

2. TERM

A. 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 January 1, 1995. By accepting a deed to residential property subject to these Restrictions, the residential owners agree that after January 1, 1995 these Restrictions shall be extended for successive periods of ten (10) years each, unless an instrument signed by a majority of the then owners of the lots subject thereto has been recorded, agreeing to change the covenants in whole or in part, provided, however, that at any time after January 1, 1980, these Restrictions may be amended by the vote of the then record owners of two-thirds (2/3) of such residential lots to make variations in the Restrictions as to details to suit varying circumstances or changed conditions, but not to make changes that would annul any material part hereof.

B. Declarant reserves to itself, its successors and assigns the right to revoke at any time prior to the sale of any lot within a Section or Subdivision all or any part of these Restrictions if, in its opinion, such a revocation would further the general development scheme it has previously set out, and would be for the benefit of the other residential lots, and further to vacate any or all of the streets, parks, recreational facilities and any other amenity now or hereafter shown on any recorded plans, provided, however, that Declarant will not prevent access to or installation of utilities to lots in any other Section of the Subdivision.

3. MUTUALITY OF BENEFIT AND OBLIGATION

A. The Restrictions and agreements set forth herein are made for the mutual and reciprocal benefit of each and every lot in the Subdivisions 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 Subdivisions and their respective owners.

4. EXCLUSIVE RESIDENTIAL USE AND IMPROVEMENTS

A. 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 (1) detached, single family residence dwelling and such outbuildings as are usually accessory to a single family residence dwelling including a private garage.

5. PROPERTY CONTROL COMMITTEE

A. All plans and specifications for any structure or improvement whatsoever to be erected on

or moved upon or to any lot, and the proposed location thereof on any lot or lots, the construction material, the roofs and exterior color schemes, any later changes or additions after initial approval thereof and any remodeling, reconstruction, alterations, or additions thereto on any lot shall be subject to and shall require the approval in writing before any such work is commenced of the Property Control Committee (herein called "Committee"), as the same is from time to time composed.

B. The Committee shall be composed of three (3) members to be appointed by Declarant. Committee members shall be subject to removal by Declarant and any vacancies from time to time existing shall be filled by appointment of Declarant, or in the event of Declarant's failure to so appoint within two (2) months after any such vacancy, then by the Board of Directors of the Treasure Lake Property Owners Association, Inc. (hereinafter called "Association"); provided, however, that at any time hereafter the Declarant may, at its sole option, relinquish to the Board of Directors of the Association the power of appointment and removal reserved herein to the Declarant. Such transfer of power must be evidenced in writing.

C. There shall be submitted to the Committee two (2) complete sets of the final plans and specifications for any and all proposed improvements, the erection or alteration of which is desired, and no structures or improvements of any kind shall be erected, altered, placed or maintained upon any lot unless and until the final plans, elevations, and specifications therefor have received such written approval as herein provided. Such plans shall include plot plans showing the location on the lot of the building, wall, fence or other structure proposed to be constructed, altered, placed or maintained, together with the proposed construction material, color schemes for roofs and exteriors thereof and proposed landscape planting. A filing fee of \$30.00 shall accompany the submission of such plans to defray Committee expenses. No additional fee shall be required for resubmission of plans revised in accordance with Committee recommendations.

D. The Committee shall approve or disapprove plans, specifications and details within thirty (30) days from the receipt thereof. One (1) set of said plans and specifications and details with the approval or disapproval endorsed thereon, shall be returned to the person submitting them and the other copy thereof shall be retained by the Committee for its permanent files.

E. The Committee shall have the right to disapprove any plans, specifications or details submitted to it in the event the same are not in accordance with any of the provisions of these Restrictions, if the design or color scheme of the proposed building or other structure is not in harmony with the general surroundings of such lot or with the adjacent buildings or structures; if the plans and specifications submitted are incomplete or in the event the Committee deems the plans, specifications or details, or any part thereof, to be contrary to the interests, welfare or rights of all or any part of the real property subject hereto, or the owners thereof. The decisions of the Committee shall be final and not subject to appeal or review.

F. Neither the Committee nor any architect or agent thereof or of Declarant shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications.

G. Wherever the Committee shall approve plans and specifications for a boat shelter, pier, float or similar structure on or extending into any lake, such approval shall constitute a mere revocable license from Declarant or its successor or successors in interest to said lake for the construction, placement and maintenance of the proposed structure.

6. SIZE AND PLACEMENT OF RESIDENCES AND STRUCTURES

A. Every residence dwelling constructed on a lot subject to these restrictions shall contain at least the following number of square feet of fully enclosed floor area devoted to living purposes (exclusive of roofed or unroofed porches, terraces, garages, carports and other outbuildings):

1. Lake Front Lots, i.e., those which are not separated from the lake by another lot in the Subdivision, 1000 square feet;
2. Lake View Lots, i.e., lots other than Lake Front Lots, 800 square feet.

B. Each dwelling shall be of single story construction, provided, however, that split level or two story residences may be constructed on lots where, in the opinion of the Committee, the terrain of such lot lends itself to such construction, and the erection of such a structure would not detract from the general development scheme.

C. The Committee shall have the authority to establish regulations pertaining to the height and size requirements of all other types of structures, including but not limited to fences, walls, copings and boat docks. Such regulations shall, in the Committee's sole discretion, conform with the general development scheme.

D. In order to preserve the natural quality and aesthetic appearance of the existing geographic areas within the Subdivisions, all property lines shall be kept free and open. No fences shall be permitted on any lot or lot lines except if, in the sole opinion of the Committee, a fence or other enclosure will contribute to and be in keeping with the character of the area.

E. No above-grade structure (except approved fences or walls) may be constructed or placed on any lot in any Subdivision except within the building lines shown on the recorded plan, and if any building lines are not shown or if the plan is not recorded, then the building lines, other than those which may be shown on a recorded plan, shall be:

- a. Fifty (50) feet from the front line of each lot;
- b. Ten (10) feet from each lot side line;
- c. Twenty-five (25) feet or twenty-five percent (25%) of the depth of the lot, whichever is greater, from the rear line of each lot.



7. PARTICULAR RULES FOR APPLICATION OF SETBACK REQUIREMENTS

A. If the line from which a setback is to be measured is a meandering line, the average length of the two lot lines intersecting the meandering line shall be determined, and using that average length, an imaginary straight line shall be drawn through the meandering line and the setback measurement shall be made along a line perpendicular to such imaginary line.

B. The term "side line" defines a lot boundary line that extends from the street on which the lot abuts to the front or rear line of the lot.

C. Except for Lake Front Lots, the term "rear lot line" defines the boundary line of the lot that is farthest from and substantially parallel to, the line of the street on which the lot abuts, except that on corner lots it may be determined from either street line.

D. A corner lot shall be deemed to have a front line on each street on which the lot abuts, and such lot need have only one rear yard as defined by 6-E(c).

8. GENERAL PROHIBITIONS AND REQUIREMENTS

A. The following general prohibitions and requirements shall prevail as to the construction or activities conducted on any lot in the Subdivisions:

- 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 Committee 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. Once construction of improvements is started on any lot, the improvements must be substantially completed in accordance with plans and specifications, as approved, within six (6) months from commencement.
- d. No residence shall be occupied until the same has been substantially completed in accordance with its plans and specifications and a certificate of occupancy has been issued by the Committee.
- e. All structures constructed or placed on any lot shall be built of substantially new material and no used structures shall be relocated or placed on any such lot.
- f. No animals or livestock of any description, except the usual household pets, shall be kept on any lot.
- g. No sign (including but not limited to "For Sale" or similar signs), 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 Committee.
- h. No stripped, partially wrecked, or junk motor vehicle, or part thereof, shall be permitted to be parked or kept on any street or lot.
- i. Every fuel storage tank shall be buried below the surface of the ground or screened by fencing or shrubbery to the satisfaction of the Committee. 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.
- j. All outdoor clothes poles, clothes lines and similar equipment shall be so placed or screened by shrubbery as not to be visible from any street, lake or recreation area.
- k. No structure erected upon any lot may be used as a model exhibit or house unless prior written permission to do so shall have been obtained from the Committee.
- l. All lots, whether occupied or unoccupied, shall be well maintained and no unattractive growth or accumulation of rubbish or debris shall be permitted.
- m. No noxious, offensive or illegal activities 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.
- n. 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.
- o. No vehicle shall be parked on any street in the Subdivisions. No truck shall be parked for storage overnight or longer, on any lot, in such a manner as to be visible to the occupants of other lots or the users of any street, lake or recreation area.
- p. 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 slightly condition with reasonable promptness, provided, however, that in no event shall such debris remain longer than six (6) months.
- q. No tree over six inches in diameter shall be removed from any lot without the prior written consent of the Committee.
- r. No radio station or shortwave operators of any kind shall operate from any lot or residence. No exterior television or radio antenna of any kind shall be constructed or erected on any lot or residence after such time as a central television system has been made available at rates commensurate with those prevailing in the area.
- s. No trash, ashes, garbage or other refuse shall be dumped or stored or accumulated on any

lot or upon any recreational area in the Subdivisions. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted. In order to enhance the appearance and orderliness of the Subdivisions, the Declarant hereby reserves for itself, its successors and assigns, the exclusive right to operate, or from time to time to grant an exclusive license to a third party to operate a commercial scavenging service for the purpose of removing garbage, trash and other like household refuse. Such refuse collection and removal service shall be provided not less often than once each week on a day or days designated by the Declarant or its successors or assigns. The charge for such refuse collection and removal service is to be paid by the lot owner and shall be commensurate with the rates charged by commercial scavengers serving other Subdivisions of high standards in the area, and shall be subject to change from time to time.

t. There shall be no access to any lot on the perimeter of the Subdivisions except from designated roads within the Section or Subdivision.

9. VARIANCES

A. The Committee may allow reasonable variances and adjustments of these Restrictions in order to overcome practical difficulties and prevent unnecessary hardships in the application of the provisions contained herein; provided, however, that such is done in conformity with the intent and purposes of the general development scheme and provided also that in every instance such variance or adjustment will not be materially detrimental or injurious to other property or improvements in the neighborhood or the Subdivisions.

10. EASEMENTS

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

- a. A 15-foot easement and right-of-way over each lot as Declarant may deem necessary for the use and maintenance of storm and sanitary sewers and the installation of utility services.
- b. A 10-foot wide easement along each side of all road rights-of-way and a 7 1/2 foot wide easement along all other property boundary lines for the purpose of installing, operating and maintaining utility lines and mains. It also reserves the right 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 other services for the convenience of the property owners and appurtenances thereto; reserving also the right of ingress and egress to such other areas for any of these purposes.
- c. Such other easements or right-of-way as may be needed for the natural and orderly development and occupation of the Subdivisions.

B. Declarant reserves for itself, its successors or assigns an exclusive easement for the installation and maintenance of radio and television transmission cables within the rights-of-way and easement areas reserved and defined above.

C. On each lot, the rights-of-way and easement areas reserved by Declarant or dedicated to public utilities purposes shall be maintained continuously by the lot owner but no structures, plantings or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with the installation or maintenance of utilities, which may change the direction or maintenance of utilities, which may change the direction of flow or drainage channels in the easements, which may obstruct or retard the flow of water through drainage channels in the easements, or which damage or interfere with established slope ratios or create erosion or sliding problems, provided, however, that where the existing location of a drainage channel would hinder the orderly development of a lot the drainage channel may be relocated, provided such relocation does not cause an encroachment on any other lot in the Subdivision. Improvements within such areas shall also be maintained by the respective lot owner except for those for which a public authority or utility company is responsible.

D. The lots shall be burdened by such additional easements as may be shown on any recorded plats.

E. Every lot in the Subdivision, if any, that lies contiguous to a lake shall be subject to a flowage easement to an elevation on the lot equal to the high water elevation of such lake.

11. OWNERSHIP, USE AND ENJOYMENT OF STREETS, PARKS AND RECREATIONAL AMENITIES

A. Each of the streets in the Subdivisions now or hereafter designated on any plat is a private street, and every park, recreational facility, and other amenity within the Subdivisions is a private park, facility or amenity and neither Declarant's execution nor recording of the 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 said streets, parks, recreational facilities and amenities other than as reflected therein. An easement for the use and enjoyment of each of said streets and areas designated as parks is reserved to Declarant, its successors and assigns; to the persons who are from time to time, members or associate members of the Treasure Lake Property Owners Association, Inc.; to the members and owners of any recreational facility; to the residents, tenants, and occupants of any multi-family residential buildings, guest house, inn or hotel facilities, and all other kinds of residential structures that may be erected within the boundaries of the Property and to the invitees of all the aforementioned persons; the use of which shall be subject to such rules and regulations as may be prescribed by Declarant or the Association, if the Association is the owner of the facility or property involved.

B. The ownership of the recreational amenities within the Property which may include but

shall not be limited to lakes, dams, marinas, beaches, lake access tracts, golf courses, tennis courts, swimming pools, clubhouses and adjacent clubhouse grounds, and campgrounds 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; provided, however, that any or all of such amenities may be conveyed to the Association, which conveyance shall be accepted by it, provided the same is free and clear of all financial encumbrances.

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 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, \$10.00 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 of 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 percent (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 Association 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 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 certificates shall be conclusive evidence of payment of any charges therein 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 associate member shall remain unpaid.

13. MOTOR VEHICLE SPEED LIMITS

A. Speed limits for streets and the rules governing the use of parks within the Subdivisions shall be as promulgated from time to time by the Declarant, its successors and assigns. Appropriate postings of these speed limits shall be made. The Association shall have the power to assess fines for the violation of the motor vehicle speed limits in accordance with a schedule of fines promulgated by the Association. Every such fine shall be paid promptly upon its being assessed; if it is not, the Association may add the amount of the fine to the annual charge made by the Association, pursuant to subparagraph 12-D of the Restrictions and the amount of such fine shall be collectable by the same means as are prescribed in said subparagraph for the collection of delinquent annual charges of the Association or through the use of the sanctions prescribed in subparagraph 12-G of the Restrictions.

B. No vehicle except a duly licensed vehicle shall be operated on any street and no such vehicle shall be operated except by a duly licensed operator.

14. ASSOCIATION'S RIGHT TO PERFORM CERTAIN MAINTENANCE

A. In the event an owner of any lot shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors of the Association, the Association 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 such Board of Directors 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.

15. PROVISIONS IN RESPECT OF LAKES AND LOTS CONTIGUOUS THERETO

A. The water in, and the land under, Treasure Lake or lakes as shown on the plan, is and will be owned by the Declarant, its subsidiaries or its successors and assigns. The title that will be acquired by the grantee of the Declarant's title to any lot fronting on said lake (and by the successors and assigns of such grantee) shall extend only to such point as designated on the plan and in no event shall it extend beyond the shoreline of the lake to which such lot is fronting or contiguous. No such grantee, nor any of such grantee's successors or assigns, shall have any right with respect to any stream that is a tributary to said lake or with respect to said lake, the land thereunder, the water therein, or its elevation, use, or condition, and none of said lots shall have any riparian rights or incidents appurtenant; provided, further, that title shall not pass by reliction or submergence or changing water elevations. The Declarant, its successors and assigns shall have the right at any time to dredge or otherwise remove any accretion or deposit from any of said lots in order that the shoreline of the lake may be moved toward or to, but not inland beyond, the location of said shoreline as it would exist as of the date hereof.

16. RESERVATION OF EASEMENT OF DECLARANT FOR OPERATION OF LAKE

A. The Declarant reserves to itself, and its successors and assigns, such an easement upon, across and through the lakefront portion of each of said lots contiguous to said lake as is reasonably necessary in connection with operating said lake. Without limiting the generality of the immediately preceding sentence, it is declared that neither the Declarant nor any successor or assign of the Declarant shall be liable for damages caused by ice, erosion, washing, flooding or other action by the water.

17. RIGHTS 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, or shall independently decide to put said lot on the market, said owner shall offer to sell said lot at the price and on the same terms contained in said bona fide offer or (if said owner shall independently have decided to put said lot on the market) at the price and on the terms acceptable to said owner, first to the Declarant, its successors or assigns, which shall have ten (10) 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 Association, to sell said lot to the party who shall have made said bona fide offer or (if said owner shall independently have decided to put said lot on the market) to the third party, in either case at a price and on terms not substantially more favorable to the purchaser than those offered, as aforesaid, to Declarant or its successors or assigns.

18. CHARGES FOR WATER SERVICE

A. Every owner (legal or equitable) of a lot in the Subdivisions shall be conclusively presumed to have covenanted, by acquiring title to his lot (regardless of the means of such title acquisition) to pay charges for water service to the Association or its designee as follows: At the rate of TWO DOLLARS (\$2.00) per month commencing upon the availability of water service to the lot; at such time as the owner of a lot shall elect to have service connected, he shall pay a connection charge of THREE HUNDRED EIGHTY-FIVE DOLLARS (\$385.00); thereafter, he shall pay for water service at reasonable consumption rates, subject to a minimum monthly charge of not less than FOUR DOLLARS (\$4.00), as established by Declarant or its designee. Said availability or consumption rates may be billed monthly or quarterly or semi-annually.

19. CHARGES FOR SEWER SERVICE

A. Notwithstanding the provisions of Paragraph 8-A(a) above as the same applies to septic tanks or other sewage systems, every owner (legal or equitable) of a lot shall be conclusively presumed to have covenanted, by acquiring title to his lot (regardless of the means of such title acquisition) to pay charges for sewer service as provided in this paragraph. Owners of all dwellings shall be required to connect to said sewer service as follows: Within 30 days after the time said services should be made available in the case of dwellings already constructed; before the time of occupancy in the case of dwellings constructed after said service should be made available. Charges for sewer service shall be at the rate of at least TWO DOLLARS (\$2.00) per month commencing upon the availability of sewer service to the lot; at such time as the owner of a lot has service connected, he shall pay a connection charge of SEVEN HUNDRED EIGHTY-FIVE DOLLARS (\$785.00), or such other charge as may be authorized by the governing body having jurisdiction, to the Association or its designee; thereafter, he shall pay for sewer service at reasonable rates, subject to a minimum monthly charge of not less than FOUR DOLLARS (\$4.00) per month. Said availability or use rates may be billed monthly or quarterly or semi-annually in arrears at the option of the utility. Easements in addition to those reserved throughout these Restrictions and on any plans shall be granted for the practical construction, operation and maintenance of said sewer facilities upon request of the applicable utility.

20. REMEDIES

A. The Declarant, Association 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 court in any such action may award the successful party reasonable expenses in prosecuting such action, including attorneys' fees.

B. The remedies hereby 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, the Association 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 or (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.

21. 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, his 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.

C. Each such grantee whose lots are adjacent to available underground electrical service, if any, also agrees to complete the underground secondary electrical service to their respective residences.

22. SEVERABILITY

A. Every one of the Restrictions is hereby declared to be independent of, and severed from the rest of the Restrictions and of and from every other one of the Restrictions and of and from every combination of Restrictions. Therefore, if any of the Restrictions shall be held to be invalid or to be unenforceable or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability, or "running" quality of any other one of the Restrictions.

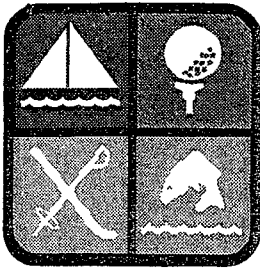
23. CAPTIONS

A. The captions preceding the various paragraphs and subparagraphs of these Restrictions are for convenience of references only, and none of them shall be used as an aid to the construction of any provision of the Restrictions. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

24. PRIOR RESTRICTIONS

A. These Restrictions are amendments and additions to all restrictions heretofore imposed on any of the Property or lots sold therefrom by Declarant or its predecessors in title.

IN WITNESS WHEREOF, the said Declarant has caused its common and corporate seal to be affixed to these presents by the hand of its President, and the same to be duly attested by its Secretary, dated the day and year first above written.



Treasure Lake Property Owners Association, Inc.

13 Treasure Lake • DuBois, PA 15801-9099

Phone 814-371-0711 • Fax 814-375-9072

Email: tlpoa@penn.com • Website: treasurelakepoa.com

September 5, 2000

Mr. & Mrs. Mark Kane
571 Treasure Lake
DuBois, PA 15801 9012

Dear Mr. & Mrs. Kane:

RE: Section 8A Lot 91

This is a reminder that the Building Permit for your new home expires on October 11, 2000. If the exterior finishes and final grade will not be completed by the expiration date, please request an extension to your permit from the Property Control Committee. The renewal fee is \$10.00.

I appreciate your cooperation.

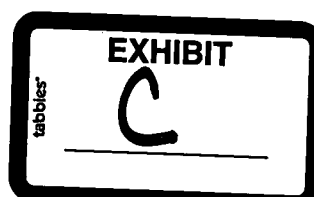
Sincerely,

Sheryl Adams, Restrictions
Compliance Officer

SA/bls

cc: Matthew Begley, General Manager

enc.



ado. 1

I would like to Apply
for the Building Permit
Extension for section 8A
lot 91

Thank You
Shak Tan

EXHIBIT

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Treasure Lake Property Owners Association, Inc.

13 Treasure Lake • DuBois, PA 15801-9099

Phone 814-371-0711 • Fax 814-375-9072

Email: tlpoa@penn.com • Website: treasurelakepoa.com

October 19, 2000

Certified Mail #7099 3400 0008 8599 6627

Mr. & Mrs. Mark Kane
571 Treasure Lake
DuBois, PA 15801 9012

Dear Mr. & Mrs. Kane:

RE: SECTION 8A LOT 91

Enclosed is a citation for violation of TLPOA Restriction 8A.c and TLPOA Policy Manual P-6 for failure to complete required construction by the expiration of the Building Permit.

However, if you apply for an extension of the Building Permit by November 7, 2000, the citation will be canceled and no fine will be imposed. If you do not send the Property Control Committee a note requesting the extension along iwth the \$10.00 filing fee, you will be required to attend the Judicial Committee meeting on:

Wednesday, December 6, 2000.

If you fail to comply with restrictions and fail to attend the hearing, your case will be heard in your absence. Property owners who are found guilty and fail to pay fines are subject to having fines added to the annual assessment and can result in liens or judgments.

You must call the above number to schedule an appointment slot by November 8, 2000 if you plan to attend the hearing.

Sincerely,

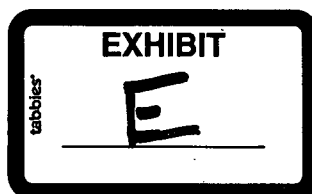
Sheryl Adams, Restrictions
Compliance Officer

SA/bls

enc.

cc: Matthew Begley, General Manager

citanltr.wps





Treasure Lake Property Owners Association, Inc.

13 Treasure Lake • DuBois, PA 15801-9099

Phone 814-371-0711 • Fax 814-375-9072

Email: tlpoa@penn.com • Website: treasurelakepoa.com

DATE: 10/19/00

NO: 00/52

RESTRICTIONS VIOLATION CITATION

DEFENDANT Mr. & Mrs. Mark Kane SEC 8A LOT 91

Defendant must appear at the JUDICIAL COMMITTEE MEETING on:
Wednesday - December 6, 2000 at 7:30PM in the TLPOA Administration Building

CHARGE: Violation of TLPOA Declaration of restriction 8A.c and the TPOA Policy Manual P-6

NATURE OF VIOLATION: Failure to complete construction requirements by the expiration of the Building Permit.

ISSUING OFFICER Sheryl Adams, Restrictions Compliance Officer *SA* DATE 10/19/00

Receipt Acknowledged _____ DATE _____

WARNINGS AND FINES

Written warnings _____

Fine Imposed _____

Fine Paid _____

DISPOSITION

Non-Appearance	1
Found Guilty	2
Found Not Guilty	3
Pled Guilty	4
Written Warning	5
Cleared Before Hearing	6

IF YOU HAVE ANY QUESTIONS, PLEASE CALL 814-371-0711

applied for Permit

TREASURE LAKE PROPERTY OWNERS ASSOC. DEPARTMENT: PROP. CONTROL
DUBOIS PENNSYLVANIA

TITLE: CONSTRUCTION COMPLETION
NUMBER: P-6

1. Once construction is started on any building or improvement, it must be substantially completed, in accordance with approved plans and specifications, within 6 months. This includes, but is not limited to exterior finishes such as, finished siding, shingles, doors, etc...
2. The construction start date shall be considered to be the date that the building permit is issued.
3. The penalty for not completing the improvements within 6 months shall be a \$300.00 minimum penalty and further, this penalty/fine shall be imposed each and every subsequent month until such time as the exterior of these structures is completed.
4. On all building additions, other than houses, a 90 day construction period with an optional 90 day extension period if approved by the Committee.

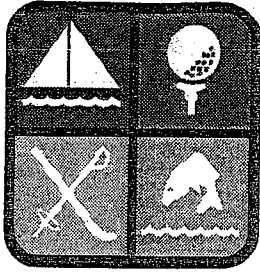
(a) This applies to all building additions with a cost of under \$15,000.00. Included are sheds, decks, garages and additions to homes.

SOURCE: Declaration of Restrictions, Section 8-C

AUTHORIZED BY: Resolution of Board of Directors EFFECTIVE DATE: 7/19/1986

REVISION DATE 10/19/92

REVISION APPROVAL: 10/19/92



Treasure Lake Property Owners Association, Inc.

13 Treasure Lake • DuBois, PA 15801-9099

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Email: tlpoa@penn.com • Website: treasurelakepoa.com

April 18, 2001

Mr. Mark Kane
571 Treasure Lake
DuBois, PA 15801 9012

RE: Section 8A Lot 91


Dear Mr. Kane:

TLPOA Declaration of Restrictions 8A.c and TLPOA Policy Manual P-6 require that the exterior finishes and final grade be completed within 6 months. Although you applied for a 6 month extension, the extension has expired on the above named property.

The Property Control Committee requests that you inform them as to when the exterior finishes will be completed to avoid a citation and fines.

If you have any questions, please call me at the above number.

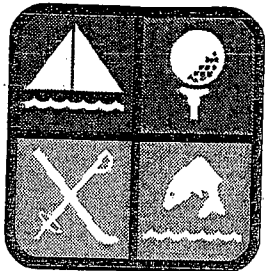
Sincerely,


Sheryl Adams, Restrictions
Compliance Officer

SA/bls

cc: Matthew Begley, General Manager





Treasure Lake Property Owners Association, Inc.

13 Treasure Lake • DuBois, PA 15801-9099

Phone 814-371-0711 • Fax 814-375-9072

Email: tlpoa@penn.com • Website: treasurelakepoa.com

May 21, 2001

Mr. & Mrs. Mark A. Kane
571 Treasure Lake
DuBois, PA 15801 9012

Dear Mr. & Mrs. Kane:

RE: Section 8A Lot 91

Since the Building Permit for the above property expired on April 11, 2001, you are in violation of TLPOA Declaration of Restriction 8A.c and TLPOA Policy Manual P-6. The Property Control Committee requires that all exterior final finishes and the final grade be completed by July 1, 2001 or a citation will be issued.

If you have any questions, please call me at the above number.

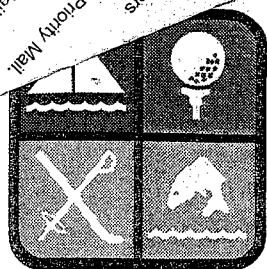
Sincerely,

Sheryl Adams, Restrictions
Compliance Officer

SA/bls

cc: Matthew Begley, General Manager





Treasure Lake Property Owners Association, Inc.

13 Treasure Lake • DuBois, PA 15801-9099

Phone 814-371-0711 • Fax 814-375-9072

Email: tlpoa@penn.com • Website: treasurelakepoa.com

July 5, 2001

Certified Mail #7000167000047293617

Mr. & Mrs. Mark Kane
571 Treasure Lake
DuBois, PA 15801-9012

Mr. & Mrs. Mark Kane:

RE: Section 08A Lot 91


Enclosed is a citation for violation of TLPOA restrictions 8A.c. and TLPOA Policy Manual P-6 for failure to complete exterior finishes by the expiration date on the Building Permit. The penalty is a \$300.00 minimum with an additional \$300 each month thereafter until such time as the exterior of the structure is finished.

You have the right to appeal the citation to the Judicial Committee on Wednesday August 1, 2001. However, you must call this office to schedule an appointment time by July 20, 2001 to secure a slot for a hearing.

If you fail to schedule a hearing your case will be heard in your absence. Property owners who fail to pay fines are subject to having fines added to the annual assessment and can result in liens or judgments.

If you have any questions, please call me at the above number.

Sincerely,

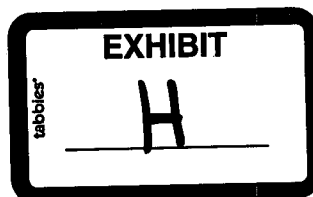

Sheryl Adams, Restrictions
Compliance Officer

SA/th

cc: Matthew Begley, General Manager

Jim Jeffers, Security Chief

citation.wps



TREASURE LAKE PROPERTY OWNERS ASSOC.
13 Treasure Lake
DuBois, Pennsylvania 15801-9099
ADDRESS SERVICE REQUESTED

UNDELIVERED MAIL



7000 1670 0000 4729 3617

Mr. Mark Kane
571 Treasure Lake
DuBois, PA 15801-9012

unclaimed

08-27-01



☐ INSUFFICIENT ADDRESS
☐ ATTEMPTED-NOT KNOWN
☐ NO SUCH NUMBER/STREET
☐ NOT DELIVERABLE AS ADDRESSED
☒ UNABLE TO FORWARD

X OTHER

A
C
S

unclaimed



Treasure Lake Property Owners Association, Inc.

13 Treasure Lake • DuBois, PA 15801-9099

Phone 814-371-0711 • Fax 814-375-9072

Email: tlpoa@penn.com • Website: treasurelakepoa.com

August 2, 2001

Served by Security

Mr. & Mrs. Mark Kane
571 Treasure Lake
DuBois, PA 15801-9012

Dear Mr. & Mrs Mark Kane.:

RE: SECTION 08A LOT 91

Enclosed is a citation for violation of TLPOA Restrictions 8A.c. and TLPOA Policy Manual P-6 for failure to complete exterior finishes by the expiration date on the Building Permit. The penalty is a \$300.00 minimum with a additional \$300 each month thereafter until such time as the exterior of the structure is finished.

You have the right to appeal the citation to the Judicial Committee on Wednesday September 5, 2001. However, you must call this office to schedule an appointment time by August 27, 2001 to secure a slot for a hearing.

If you fail to schedule a hearing your case will be heard in your absence. Property owners who fail to pay fines are subject to having fines added to the annual assessment and can result in liens or judgments.

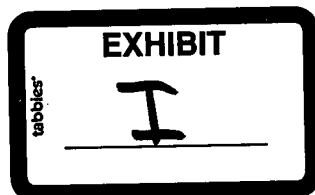
Sincerely,

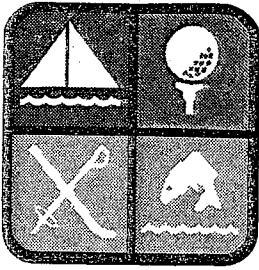
Sheryl Adams, Restrictions
Compliance Officer

SA/th
enclosure

cc: Matthew Begley, General Manager
Jim Jeffers, Security Chief

citanltr.wps





Treasure Lake Property Owners Association, Inc.

13 Treasure Lake • DuBois, PA 15801-9099

Phone 814-371-0711 • Fax 814-375-9072

Email: tlpoa@penn.com • Website: treasurelakepoa.com

DATE: 0705/01

NO: 01/24

RESTRICTIONS VIOLATION CITATION

DEFENDANT Mr. & Mrs. Mark Kane

SEC 8A LOTS 91

If you plead not guilty you must appear at the JUDICIAL COMMITTEE MEETING on:
Wednesday – August 1, 2001 in the POA Administrative Building. You must schedule an
appointment time to have a hearing by July 20, 2001. Hearings begin at 7:30 pm.

CHARGE: Violation of TLPOA Declaration of Restrictions 8A.c. and TLPOA Policy Manual P-6

NATURE OF VIOLATION: Failure to complete exterior finishes by expiration of building permit

ISSUING OFFICER Sheryl Adams, Restrictions Compliance Officer SA DATE 07/05/01

Receipt Acknowledged _____ DATE _____

WARNINGS AND FINES

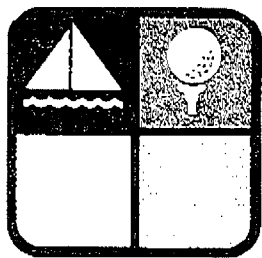
Written warnings _____
Fine Imposed \$300 & 300/mo as of 4/11/01
Fine Paid _____

DISPOSITION

Non-Appearance	1
Found Guilty	2
Found Not Guilty	3
Pled Guilty	4
Written Warning	5
Cleared Before Hearing	6

IF YOU HAVE ANY QUESTIONS, PLEASE CALL 814-371-0711

Total as of 4/11/02 \$4,500



Treasure Lake Property Owners Association, Inc.

13 Treasure Lake • DuBois, PA 15801-9099

Phone 814-371-0711 • Fax 814-375-9072

Email: tlpoa@penn.com • Website: treasurelakepoa.com

December 3, 2003

Michael P. Yeager
P.O. Box 752
110 North Second Street
Clearfield, Pa 16830

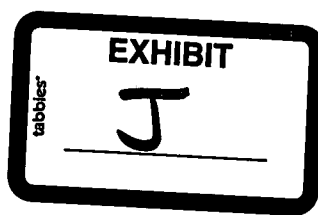
Certification

I, Matthew S. Begley, General Manager of the Treasure Lake Property Owners certify that the attached copy of the Security Incident Memo dated August 3, 2001, is a true and correct copy of the original entry that appears in the Treasure Lake Security Department office.

Matthew S. Begley

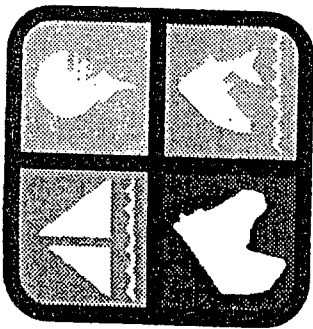
A handwritten signature in cursive script, appearing to read "Matt. S. Begley".

TLPOA General Manager



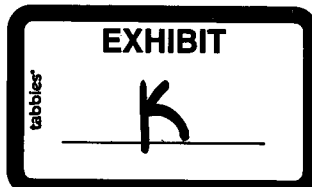
INCIDENT MEMO				INCIDENT NO.	
NATURE OF INCIDENT: <div style="font-size: 2em; font-family: cursive;">Assist</div>				01-1008	
LOCATION: KANE RESIDENCE	SECTION/LOT 8A-66	ROAD	RECEIVED: <input type="checkbox"/> RADIO <input type="checkbox"/> PHONE <input checked="" type="checkbox"/> IN PERSON <input type="checkbox"/> CORR.		
COMPLAINANT Cheryl Adams			REC. BY: DRK	ASSIGNED BY: DRK	
ADDRESS FOA Property Control			PHONE		
OFFICER ASSIGNED: Cramer TL10			<input checked="" type="checkbox"/> RADIO <input type="checkbox"/> IN PERSON <input type="checkbox"/> TELEPHONE <input type="checkbox"/> OFFICE MAIL		
ALSO NOTIFIED:			<input type="checkbox"/> TO ASSIST <input type="checkbox"/> FOR INFO.		
REMARKS: Deliever letter to the KANE residence					
DATE REPORT DUE 08/04/01				SUPV. INITIALS / /	

ASSIGNMENT REPORT	
DATE/TIME ARRIVED 8-3-01 1308	DATE/TIME COMPLETED 8-3-01 1314-1353
<input type="checkbox"/> GONE ON ARRIVAL <input type="checkbox"/> SEE ACCIDENT REPORT <input type="checkbox"/> SEE INITIAL CRIME REPORT	
ACTION TAKEN letter was delivered to the Kane res on Basse Terre + Carribean. Control called and stated to deliver letter to the Kane residence on Black Swan message redelivered.	
OFFICER'S SIGNATURE Bruce Cramer	



Treasure Lake Property Owners Association, Inc.

13 Treasure Lake • DuBois, PA 15801-9099
Phone 814-371-0711 • Fax 814-375-9072



TREE PERMIT VALID FOR 90 DAYS FROM ISSUE DATE

DATE: 4/13/00 - 7/13/00

All trees to be removed *must be marked with ribbon*. TREES MUST BE CUT UP AND STACKED FOR FIREWOOD OR REMOVED FROM THE PREMISES WITHIN 90 DAYS. Branches & debris *must be removed*.

TREES APPROVED _____ # TREES NOT APPROVED 24 *Moved to Sewer*

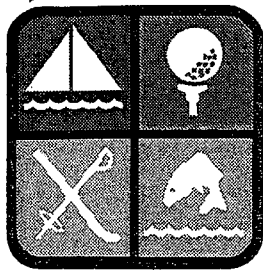
TO: KANE

REASON: new house

*only large oaks along
entire side have checked
- not at bottom*

*need OK on 7 or 8
Big trees in question
(yellow ribbons)*

Sheryl Adams
Property Control Committee



Treasure Lake Property Owners Association, Inc.

13 Treasure Lake • DuBois, PA 15801-9099

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Email: tlpoa@penn.com • Website: treasurelakepoa.com

August 9, 2000

Mr. Mark Kane
571 Treasure Lake
DuBois, PA 15801 9012

RE: Section 8A Lot 91

The tree permit issued to you on April 13, 2000 expired on July 13, 2000. The TLPOA Policy Manual P-20 states that when trees are cut, the logs must be removed or neatly stacked on the lot for firewood before expiration of the permit.

Since your permit has expired, please either remove the logs or cut and stack them for firewood by September 8, 2000.

Sincerely,

Sheryl Adams, Restrictions
Compliance Officer

SA/bls

cc: Matthew Begley, General Manager

EXHIBIT

tabbles

L

ASURE LAKE PROPERTY OWNERS ASSOC.

SUBJECT:

DUBOIS, PENNSYLVANIA

Property Control

TITLE: REMOVAL OF TREES

NUMBER: P-20

1. No tree over 6" in diameter shall be removed from any lot without the prior written consent of the Property Control Committee.
2. A citation will be issued to violators which imposes a fine of up to \$300.00 per tree, and/or the mandatory planting of indigenous hardwood trees. Replacement trees will be a minimum 2½" caliper and will be properly planted and maintained. If replacement trees die within 1 year, the property owner is responsible to plant another tree consistent with the above policy.
3. When trees are cut, the logs must be removed or neatly stacked on the lot for firewood.
4. Tree permits are valid for 90 days from issue date. If the trees have not been removed after 90 days, the property owner must request a new permit.

SOURCE: 1. Declaration of Restrictions Section 8-Q
 2. Property Control Committee - August 21, 1984
 3. Property Control Committee - October 4, 1983
 4. Property Control Committee - March 18, 1989

AUTHORIZED BY:

EFFECTIVE DATE: 02/15/86

REVISION DATE

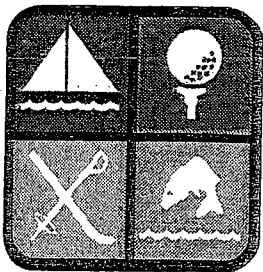
03/18/89

09/12/95

REVISION APPROVAL

03/18/89

09/18/95



Treasure Lake Property Owners Association, Inc.

13 Treasure Lake • DuBois, PA 15801-9099

Phone 814-371-0711 • Fax 814-375-9072

Email: tlpoa@penn.com • Website: treasurelakepoa.com

October 25, 2001

Mr. & Mrs. Mark Kane
571 Treasure Lake
DuBois, PA 15801-9012

Dear Mr. & Mrs. Kane:

RE: Section 08A Lot 91

Your property has been found to be in violation of the following TLPOA Manual Policies:

- *P-36 Shed placed without a permit
- *P-14 Unlicensed vehicle (truck)
- *P-20 Logs on property
- *P-1 Accumulation of building trash and debris

To bring your property into compliance and avoid citations the following must be completed by November 15, 2001

- *P-36 Remove shed
- *P-14 Remove unlicensed vehicle.
- *P-20 Remove logs or cut and stack for firewood.
- *P-1 Remove building trash and debris.

If you have any questions, please to call me at the above number.

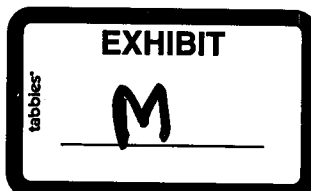
Sincerely,

Sheryl Adams
Sheryl Adams, Restrictions
Compliance Officer

SA/th

cc: Matthew Begley, Manager
enc.

cc: Scott Moore



TREASURE LAKE PROPERTY OWNERS ASSOC. DEPARTMENT: PROP. CONTROL
DUBOIS PENNSYLVANIA

TITLE: MOTOR VEHICLE
NUMBER: P-14

1. No stripped, partially wrecked or junk motor vehicle or part thereof, nor any motor vehicle that does not have a current registration plate and state inspection sticker attached, shall be permitted to be parked or kept on any street or lot.
2. If the vehicle is removed within 10 days and the T.L.P.O.A. is not notified, it will not be necessary for the violator to appear at the Judicial Committee Meeting. If the vehicle is not removed within 10 days, a fine of \$50.00 will be imposed and then a fine of \$100.00 will be imposed each and every month until the vehicle is removed.

SOURCE: Declaration of Restrictions, Section 8-H

AUTHORIZED BY: Resolution of the Board

EFFECTIVE DATE: 2/15/86

REVISION DATE

REVISION APPROVAL:

TREASURE LAKE PROPERTY OWNERS ASSOC. DEPARTMENT: PROP. CONTROL
DUBOIS PENNSYLVANIA

TITLE: ACCUMULATIONS OF RUBBISH OR DEBRIS
NUMBER: P-1

1. All lots whether occupied or unoccupied shall be well maintained and no unattractive growth or accumulation of rubbish or debris shall be permitted.
2. Any Property owner found to be in violation of this restriction shall be issued a Restriction Violation Citation.
3. If the violation is not corrected within two (2) weeks from the date of the citation, a fine of \$10.00 per day will be imposed until it is corrected and the TLPOA is notified.

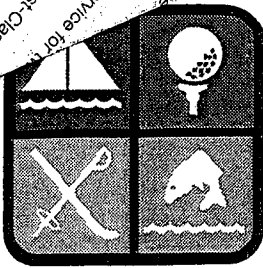
SOURCE: Declaration of Restrictions - Section 8-L

AUTHORIZED BY: Resolution of the TLPOA Board of Directors

EFFECTIVE DATE: 4/19/1986

REVISION DATE 12/12/95

REVISION APPROVAL: 02/19/96



Treasure Lake Property Owners Association, Inc.

13 Treasure Lake • DuBois, PA 15801-9099

Phone 814-371-0711 • Fax 814-375-9072

Email: tlpoa@penn.com • Website: treasurelakepoa.com

December 3, 2001

Mr. & Mrs. Mark Kane
571 Treasure Lake
DuBois, PA 15801-9012

Cert.#70001670000047293013

Dear Mr. & Mrs. Kane:

RE: Section 08A Lot 91

The request for a permit for a shed on your property is being held in obedience pending clearance of violations.

Enclosed is a citation for violation of the following TLPOA Declaration of Restrictions and TLPOA Policy Manual:

- 1) Violation of 8Ah & P-14, Unlicensed vehicles
- 2) Violation of 8Aq & P-20, Logs remaining on property
- 3) Violation of 8Al & P-1, Building material, trash & debris

If proof of current licensing and inspection stickers are provided or all unlicensed vehicles are removed, citation #01-51 will be cleared.

If the remainder of the logs are cut and stacked for firewood or removed from the lot, citation #01-52 will be cleared.

Since your building permit has expired all building materials must be stored out of sight, and all building debris and trash must be removed. This will clear citation #01-53.

If you plead not guilty, you must request a hearing by December 21, 2001.

If you fail to comply with restrictions or fail to request a hearing, your case will be heard in your absence. Property owners who are found guilty and fail to pay fines are subject to having fines added to the annual assessment and can result in liens or judgments.

You must call the above number to schedule a hearing or to notify when any of the violations have been cleared. If you have any questions, please call.

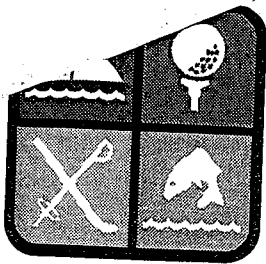
Sincerely,

Sheryl Adams, Restrictions
Compliance Officer

cc: Matthew Begley, General Manager
Steve Tuller, Chairman Property Control

EXHIBIT

N



Treasure Lake Property Owners Association, Inc.

13 Treasure Lake • DuBois, PA 15801-9099

Phone 814-371-0711 • Fax 814-375-9072

Email: tlpoa@penn.com • Website: treasurelakepoa.com

DATE: 12/3/01

NO: 01/51

RESTRICTIONS VIOLATION CITATION

DEFENDANT Mr. & Mrs. Mark Kane

SEC 08A LOT 91

If you plead not guilty or fail to clear the violation you must appear at the JUDICIAL COMMITTEE MEETING on:

Wednesday – January 2, 2002 the TLPOA Administrative Building. You must call the above number to schedule an appointment. Hearings begin at 7:30 pm.

CHARGE: Violation of TLPOA Policy Manual P-14 and violation of TLPOA Declaration of Restrictions 8Ah.

NATURE OF VIOLATION: Unlicensed vehicle.

ISSUING OFFICER Sheryl Adams, Compliance Officer *SA*

DATE 12/3/01

Receipt Acknowledged _____

DATE _____

WARNINGS AND FINES

Written warnings _____

Fine Imposed \$50, \$100/MO. THEREAFTER

Fine Paid as of 12/21/01

AS OF 1/21/02

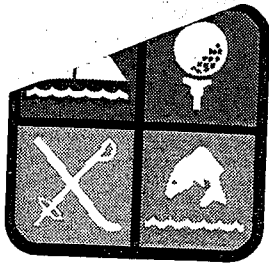
DISPOSITION

Non-Appearance	1
Found Guilty	2
Found Not Guilty	3
Pled Guilty	4
Written Warning	5
Cleared Before Hearing	6

IF YOU HAVE ANY QUESTIONS, PLEASE CALL 814-371-0711

12/21/01 \$50

1/21/02 \$600 - total as of 6/21/02



Treasure Lake Property Owners Association, Inc.

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Email: tlpoa@penn.com • Website: treasurelakepoa.com

DATE: 12/3/01

NO: 01/52

RESTRICTIONS VIOLATION CITATION

DEFENDANT Mr. & Mrs. Mark Kane

SEC 08A LOT 91

If you plead not guilty or fail to clear the violation you must appear at the JUDICIAL COMMITTEE MEETING on:

Wednesday – January 2, 2002 the TLPOA Administrative Building. You must call the above number to schedule an appointment. Hearings begin at 7:30 pm.

CHARGE: Violation of TLPOA Policy Manual P-20 and violation of TLPOA Declaration of Restrictions 8Aq.

NATURE OF VIOLATION: Failure to either cut and stack logs for firewood or remove logs from property.

ISSUING OFFICER Sheryl Adams, Compliance Officer SA

DATE 12/3/01

Receipt Acknowledged _____

DATE _____

WARNINGS AND FINES

Written warnings _____

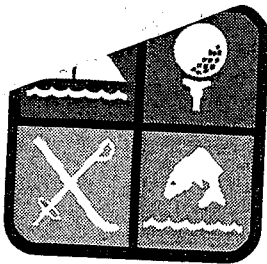
Fine Imposed \$25

Fine Paid _____

DISPOSITION

Non-Appearance	1
Found Guilty	2
Found Not Guilty	3
Pled Guilty	4
Written Warning	5
Cleared Before Hearing	6

IF YOU HAVE ANY QUESTIONS, PLEASE CALL 814-371-0711



Treasure Lake Property Owners Association, Inc.

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Phone 814-371-0711 • Fax 814-375-9072
Email: tlpoa@penn.com • Website: treasurelakepoa.com

DATE: 12/3/01

NO: 01/53

RESTRICTIONS VIOLATION CITATION

DEFENDANT Mr. & Mrs. Mark Kane SEC 08A LOT 91

If you plead not guilty or fail to clear the violation you must appear at the JUDICIAL COMMITTEE MEETING on:

Wednesday – January 2, 2002 the TLPOA Administrative Building. You must call the above number to schedule an appointment. Hearings begin at 7:30 pm.

CHARGE: Violation of TLPOA Policy Manual P-1 and violation of TLPOA Declaration of Restrictions 8A1.

NATURE OF VIOLATION: Failure to maintain property.

ISSUING OFFICER Sheryl Adams, Compliance Officer *SA* DATE 12/3/01

Receipt Acknowledged _____ DATE _____

WARNINGS AND FINES

Written warnings _____

Fine Imposed \$10/DAY AS OF 12/21/01

Fine Paid _____

DISPOSITION

Non-Appearance	1
Found Guilty	2
Found Not Guilty	3
Pled Guilty	4
Written Warning	5
Cleared Before Hearing	6

IF YOU HAVE ANY QUESTIONS, PLEASE CALL 814-371-0711

12/21/01 – 10 days

1/21/02 31

2 31

3 31

4 30

5 31

6 31

26
190 – Total as of 6/24/02

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Mr. + Mrs Mark Kane
571 Treasure Lake
DuBois, PA 15801-
9012

2. Article Number (Copy from service label)

7000 1670 0000 4729 3013

S Form 3811, July 1999

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) B. Date of Delivery

C. Signature

X

☐ Agent
☐ AddresseeD. Is delivery address different from item 1? ☐ YesIf YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

102595-00-M-0952

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 Complaint. 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.

A handwritten signature in black ink, appearing to read "Matthew S. Begley", is written over a horizontal line.

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

Date: December 16, 2003

FILED

DEC 29 2003

William A. Shaw

Prothonotary/Clerk of Courts

2cc
Shf
Atty pd. 85.00

In The Court of Common Pleas of Clearfield County, Pennsylvania

TREASURE LAKE PROPERTY OWNERS ASSOCIATION INC

Sheriff Docket # 14983

VS.

03-1892-CD

KANE, MARK A. & ANNETTE M.

COMPLAINT IN EQUITY

SHERIFF RETURNS

NOW JANUARY 9, 2004 AT 11:10 AM SERVED THE WITHIN COMPLAINT IN EQUITY ON MARK A. KANE, DEFENDANT AT RESIDENCE, TREASURE LAKE SUB. LOT 66 SEC. 8A, BLACK SWAN ROAD, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO MARK KANE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN EQUITY AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: MCCLEARY/NEVLING

NOW JANUARY 8, 2004 AT 11:10 AM SERVED THE WITHIN COMPLAINT IN EQUITY ON ANNETTE M. KANE, DEFENDANT AT RESIDENCE, TREASURE LAKE SUB. LOT 66 SEC. 8A, BLACK SWAN ROAD, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO MARK KANE, HUSBAND A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN EQUITY AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: MCCLEARY/NEVLING

Return Costs

Cost	Description
38.05	SHERIFF HAWKINS PAID BY: ATTY CK# 4120
20.00	SURCHARGE PAID BY: ATTY

Sworn to Before Me This

10th Day Of March 2004

William A. Shaw

So Answers,

Chester A. Hawkins

by Mark A. Hawkins

Chester A. Hawkins

Sheriff

FILED

MAR 10 2004

01:30 p.m.

William A. Shaw
Prothonotary

Notice of Proposed Termination of Court Case

November 5, 2007

RE: 2003-01892-CD

Treasure Lake Property Owners Association, Inc.

Vs.

Mark A Kane
Annette M Kane

FILED

NOV 05 2007

WAS
William A. Shaw
Prothonotary/Clerk of Courts

Dear Michael P. Yeager, Esquire:

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

You may stop the Court terminating the case by filing a Statement of Intention to Proceed. The Statement of Intention to Proceed must be filed with the **Prothonotary of Clearfield County, PO Box 549, Clearfield, Pennsylvania 16830**. The Statement of Intention to Proceed must be filed on or before **January 4, 2008**.

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

Daniel J. Nelson
Court Administrator

Notice of Proposed Termination of Court Case

November 5, 2007

RE: 2003-01892-CD

Treasure Lake Property Owners Association, Inc.

Vs.

Mark A Kane
Annette M Kane

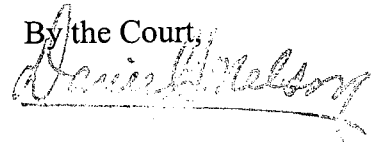
Dear Mark A. Kane:

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

You may stop the Court terminating the case by filing a Statement of Intention to Proceed. The Statement of Intention to Proceed must be filed with the **Prothonotary of Clearfield County, PO Box 549, Clearfield, Pennsylvania 16830**. The Statement of Intention to Proceed must be filed on or before **January 4, 2008**.

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

Notice of Proposed Termination of Court Case

November 5, 2007

RE: 2003-01892-CD

Treasure Lake Property Owners Association, Inc.

Vs.

Mark A Kane
Annette M Kane

Dear Annette M. Kane:

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

You may stop the Court terminating the case by filing a Statement of Intention to Proceed. The Statement of Intention to Proceed must be filed with the **Prothonotary of Clearfield County, PO Box 549, Clearfield, Pennsylvania 16830**. The Statement of Intention to Proceed must be filed on or before **January 4, 2008**.

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

By the Court,

A handwritten signature in cursive script, appearing to read "Daniel J. Nelson", written over a horizontal line.

Daniel J. Nelson
Court Administrator

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

TREASURE LAKE PROPERTY OWNERS ASSOCIATION, INC.,	:	No. 03-1892-CD
	:	
Plaintiff	:	Type of Pleading: Statement of
	:	Intention to Proceed
vs	:	
	:	Filed on behalf of Plaintiff
MARK A. KANE and ANNETTE M. KANE,	:	
Defendants	:	Counsel of Record for this Party:
	:	
	:	Michael P. Yeager, Esq.
	:	Supreme Court No.: 15587
	:	
	:	P.O. Box 752
	:	110 North Second Street
	:	Clearfield, PA 16830
	:	
	:	(814) 765-9611

November 7, 2007

FILED

0/1:43cm

NOV 07 2007

William A. Shaw
Prothonotary/Clerk of Courts

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

TREASURE LAKE PROPERTY OWNERS :
ASSOCIATION, INC., :

Plaintiff :

No. 03 - 1892 - CD

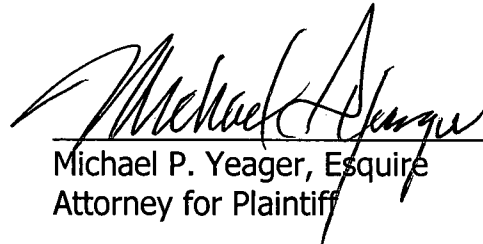
vs

MARK A. KANE and ANNETTE M. KANE, :
Defendants :

STATEMENT OF INTENTION TO PROCEED

TO THE COURT:

Plaintiff intends to proceed in the above-captioned matter. In connection therewith, Plaintiff has forwarded a Notice of intent to take default judgment to the Defendant who remains unrepresented.



Michael P. Yeager, Esquire
Attorney for Plaintiff

Date: November 7, 2007

RECEIVED
PROTHONOTARY'S OFFICE
11-16-07
WILLIAM A. SHAW
PROTHONOTARY/CLERK OF COURTS

TO WHOM IT MAY CONCERN:

On November 7, 2007 the Kane's were notified by attorney Michael Yeager of intent to proceed on case #03-1892-CD. Mark A. Kane would like to show intent to proceed.

Due to lack of response from the Treasure Lake Property Owners the Kane's have not been able to negotiate a settlement.

Please inform the Kane's of any responsibilities assumed by the defendants
In the meantime the Kane's are seeking local counsel.

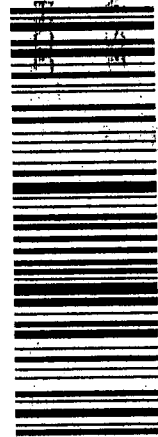
Mark A. Kane

A handwritten signature in cursive script that reads "Mark Kane". The signature is written in black ink and is positioned below the typed name "Mark A. Kane".

Mark A. Kane

571 Treasure Lake
Du Bois Pa 15801

VERIFIED MAIL™



7006 2760 0001 8110 0478

Prothanatary Office.
P.O Box 549
Clearfield Pa

16830

TURN RECEIPT
REQUESTED

JOHNSTOWN PA 159



0000

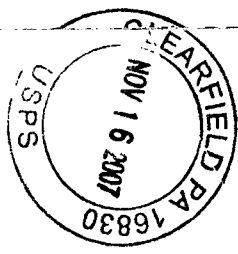
16830

U.S. POSTAGE
PAID
DUBOIS PA
15801
NOV 13 07
AMOUNT

\$5.21
00058654-02



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



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

TREASURE LAKE PROPERTY OWNERS :
ASSOCIATION, INC., :

Plaintiff :

VS :

MARK A. KANE and ANNETTE M. KANE, :
Defendants :

No. 03 - 1892 - CD

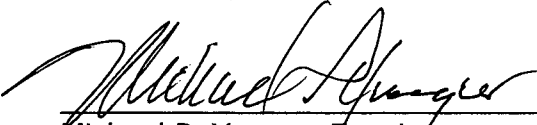
FILED *Atty pd. 20.00*
09:32 AM *Notice to*
NOV 27 2007 *Defts.*

William A. Shaw
Prothonotary/Clerk of Courts *(CK)*

PRAECIPE FOR DEFAULT JUDGMENT

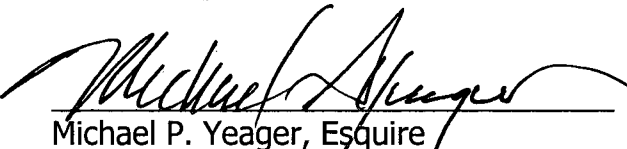
TO THE PROTHONOTARY:

Please enter default judgment in the above-captioned matter in favor of Plaintiff and against Defendants for the relief requested by Plaintiff in its Complaint, due to Defendants' failure to enter an appearance or file an Answer or pleading within the allotted twenty (20) day time limit.



Michael P. Yeager, Esquire
Attorney for the Plaintiff

I hereby certify that written Notices of the intention to file a Praecipe for default judgment was delivered to the Defendants above named after default on November 16, 2007, at least ten (10) days prior to the filing of the within Praecipe. Copies of the aforesaid Notices are attached hereto, made part hereof and incorporated herein by reference as "Exhibit A". Certificates of Mailing, Receipts and Return Receipts cards indicating the date of said mailings are attached hereto, made part hereof and incorporated herein by reference as "Exhibit B".



Michael P. Yeager, Esquire
Attorney for Plaintiff

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

TREASURE LAKE PROPERTY OWNERS
ASSOCIATION, INC.,

Plaintiff

vs

MARK A. KANE and ANNETTE M. KANE,
Defendants

No. 03 - 1892 - CD

To: Mark A. Kane
571 Treasure Lake
DuBois, PA 15801

Date of Notice: November 15, 2007

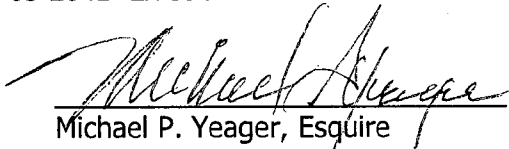
IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS.

YOU SHOULD TAKE THIS NOTICE TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
Clearfield, Pennsylvania 16830
Telephone: 814-765-2641 Ex 5982


Michael P. Yeager, Esquire
Attorney for Plaintiff
P.O. Box 752
Clearfield, PA 16830

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

TREASURE LAKE PROPERTY OWNERS
ASSOCIATION, INC.,

Plaintiff

vs

MARK A. KANE and ANNETTE M. KANE,
Defendants

No. 03 - 1892 - CD

To: Annette M. Kane
571 Treasure Lake
DuBois, PA 15801

Date of Notice: November 15, 2007

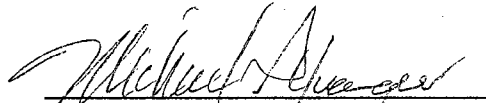
IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS.

YOU SHOULD TAKE THIS NOTICE TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
Clearfield, Pennsylvania 16830
Telephone: 814-765-2641 Ex 5982


Michael P. Yeager, Esquire
Attorney for Plaintiff
P.O. Box 752
Clearfield, PA 16830

7002 2030 0000 6878 6153

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)
 For delivery information visit our website at www.usps.com
 DU 2015 PA 15801
OFFICIAL USE

Postage	\$ 0.41	0830
Certified Fee	\$2.65	07
Return Receipt Fee (Endorsement Required)	\$2.15	Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 5.21	11/15/2007

Sent To
 Mark A. Kane
 Street, Apt. No., or PO Box No. 571 Treasure Lake
 City, State, ZIP+4 DuBois, PA 15801
 PS Form 3800, June 2002 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Mark A. Kane
 571 Treasure Lake
 DuBois, PA 15801

2. Article Number

(Transfer from service label) 7002 2030 0000 6878 6153

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1035

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Annette M. Kane
 571 Treasure Lake
 DuBois, PA 15801

2. Article Number

(Transfer from service label) 7002 2030 0000 6878 6146

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1035

7002 2030 0000 6878 6146

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)
 For delivery information visit our website at www.usps.com
 DU 2015 PA 15801
OFFICIAL USE

Postage	\$ 0.41	0830
Certified Fee	\$2.65	07
Return Receipt Fee (Endorsement Required)	\$2.15	Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 5.21	11/15/2007

Sent To
 Annette M. Kane
 Street, Apt. No., or PO Box No. 571 Treasure Lake
 City, State, ZIP+4 DuBois, PA 15801
 PS Form 3800, June 2002 See Reverse for Instructions

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent ☐ Addressee
 X *Mark Kane*
 B. Received by (Printed Name) C. Date of Delivery 11-16-07
 D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No

3. Service Type

- ☒ Certified Mail ☐ Express Mail
- ☐ Registered ☐ Return Receipt for Merchandise
- ☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

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

COPY

TREASURE LAKE PROPERTY OWNERS :
ASSOCIATION, INC., :

Plaintiff :

VS :

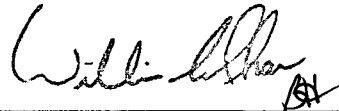
MARK A. KANE and ANNETTE M. KANE, :
Defendants :

No. 03 - 1892 - CD

Notice is given that a JUDGMENT in the above-captioned matter has been
entered against you and in favor of the Plaintiff for the relief requested in Plaintiff's
Complaint on November 27, 2007

William A. Shaw, Prothonotary

By



FILED

DEC 06 2007

William A. Shaw
Prothonotary/Clerk of Courts

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

DEFT.

TREASURE LAKE PROPERTY OWNERS
ASSOCIATION, INC.,

Plaintiff,

vs.

MARK A. KANE and ANNETTE M. KANE,

Defendants.

CIVIL DIVISION

No. 03-1892-CD

Issue No.

**PETITION FOR RELIEF FROM
DEFAULT JUDGMENT**

Code:

Filed on Behalf of:

Mark A. Kane and Annette M. Kane,
Defendants

Counsel of Record for this Party:

Mark A. Kane and Annette M. Kane
Pro se
571 Treasure Lake
Dubois, Pennsylvania 15801
(814) 375-0695

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

TREASURE LAKE PROPERTY OWNERS)	CIVIL DIVISION
ASSOCIATION, INC.,)	
)	No. 03-1892-CD
Plaintiff,)	
)	
vs.)	
)	
MARK A. KANE and ANNETTE M. KANE,)	
)	
Defendants.)	

PETITION FOR RELIEF FROM DEFAULT JUDGMENT

Defendants, Mark A. Kane and Annette M. Kane, pro se, hereby petition for relief from the judgment of default entered pursuant to Pennsylvania Rule of Civil Procedure 237.1, and in support thereof aver as follows:

1. Petitioners are Mark A. Kane and Annette M. Kane, the named Defendants in the above-captioned matter.
2. Respondent is Treasure Lake Property Owners Association, Inc., the named Plaintiff in this matter.
3. On or about December 29, 2003, Respondent commenced the above-captioned action by filing a complaint against Petitioners.
4. According to the complaint, the nature of Respondent's claim stems from certain use restrictions that Respondent asserts were violated by Petitioners with respect to the property that they own within the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania.

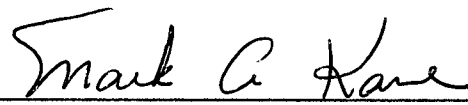
5. According to Court's records, a judgment in default of an answer was entered against Petitioner on November 27, 2007.

6. Petitioners request that this Honorable Court open the judgment entered against him by default because this Petition has been filed within ten (10) days after the entry of default judgment on the docket and Petitioners have a meritorious defense to the Respondent's complaint as set forth more fully in the verified Answer, New Matter and Counterclaim attached hereto as Exhibit "1."

7. This Petition comports with Pennsylvania Rule of Civil Procedure 237.3.

WHEREFORE, Petitioners respectfully requests that the default judgment entered against him be opened and that their verified answer attached hereto be filed and entered as a defense to Respondent's complaint.

Respectfully submitted,


Mark A. Kane, pro se

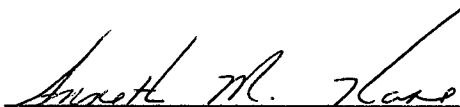

Annette M. Kane, pro se

EXHIBIT "1"

Verified Answer, New Matter and Counterclaim

VERIFICATION

We, Mark A. Kane and Annette M. Kane, state that the information contained in the foregoing Petition is true and correct to the best of our knowledge, information and belief.


This Verification is made subject to the penalties of perjury of 18 Pa.C.S.A. §4904 relating to unsworn falsification to authorities.

Date: 12 05 07



Mark A. Kane

Date: 12/05/07



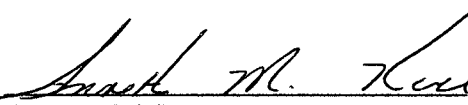
Annette M. Kane

CERTIFICATE OF SERVICE

I hereby certify that true and correct copies of the within Petition and attached verified Answer, New Matter and Counterclaim were served upon counsel of record for Plaintiff by first class mail, postage prepaid, this 06 day of December, 2007, at the following address:

Michael P. Yeager, Esq.
P.O. Box 752
110 North Second Street
Clearfield, PA 16830


Mark A. Kane


Annette M. Kane

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

TREASURE LAKE PROPERTY OWNERS
ASSOCIATION, INC.,

Plaintiff,

vs.

MARK A. KANE and ANNETTE M. KANE,
Defendants.

CIVIL DIVISION

No. 03-1892-CD

Issue No.

**ANSWER AND NEW MATTER TO
COMPLAINT AND COUNTERCLAIM**

Code:

Filed on Behalf of:

Mark A. Kane and Annette M. Kane,
Defendants

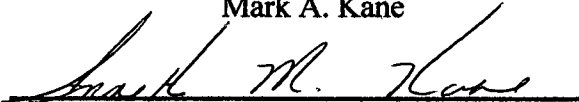
NOTICE TO PLEAD

To The Above-Named Plaintiff:

**You are hereby notified to plead to the
enclosed New Matter and Counterclaim
within twenty (20) days from service
hereof or a default judgment may be
entered against you.**



Mark A. Kane



Annette M. Kane

Counsel of Record for this Party:

Mark A. Kane and Annette M. Kane
Pro se
571 Treasure Lake
Dubois, Pennsylvania 15801
(814) 375-0695

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

TREASURE LAKE PROPERTY OWNERS)	CIVIL DIVISION
ASSOCIATION, INC.,)	
)	No. 03-1892-CD
Plaintiff,)	
)	
vs.)	
)	
MARK A. KANE and ANNETTE M. KANE,)	
)	
Defendants.)	

ANSWER AND NEW MATTER TO COMPLAINT AND COUNTERCLAIM

Defendants, Mark A. Kane and Annette M. Kane, hereby state that they have a full, just and complete defense to the claims set forth in the complaint filed by Plaintiff, the nature of which is as follows:

ANSWER

As to each averment of fact in the complaint, Defendants plead as follows:

1. The averments of Paragraphs 1 through 6 are admitted.
2. The averments of Paragraph 7 merely incorporate Paragraphs 1 through 6 of Plaintiff's Complaint and therefore do not require an answer. To the extent an answer is required, Defendants refer to and incorporate by reference their answer to such paragraphs as set forth more fully in Paragraph 1 herein.

3. The averments of Paragraph 8 are admitted. By way of further answer, Defendants began construction of the residential dwelling on or about April 13, 2000, following issuance of the building permit by Plaintiff on April 11, 2000.

4. The averments of Paragraph 9 are admitted.

5. The averments of Paragraph 10 are admitted in part and denied in part. It is admitted that the Restrictions provide that construction should be substantially completed in accordance with plans and specifications within 6 months from commencement. The remaining averments of Paragraph 10 are denied. On the contrary, any completion date for the construction was not October 11, 2000 but instead was premised upon Plaintiff's issuance of a tree removal permit. By way of further answer, delays in construction of the dwelling were a direct result of Plaintiff's refusal to permit tree removal where the dwelling was to be built pursuant to building plans approved by Plaintiff prior to commencement of construction. The details of this are described more completely in the New Matter below.

6. The factual averments of Paragraphs 11, 12, 13, 14, 15, 16, and 17 are admitted.

7. The averments of Paragraph 18 are denied. On the contrary, Defendants did not refuse to claim certified mail correspondence.

8. The averments of Paragraph 19 are admitted.

9. The averments of Paragraph 20 are admitted in part and denied in part. Defendants admit that they did receive the letter dated August 2, 2001. After reasonable investigation, Defendants are without knowledge or information sufficient to form a belief as to the truth of Plaintiff's averment that such letter was unable to be delivered by certified mail.

10. The averments of Paragraph 21 are admitted.

11. The averments of Paragraph 22 are admitted in part and denied in part. Defendants admit that the dwelling on Lot 91, Section 8A has not been completed as of July 1, 2001. The remaining averments of Paragraph 22 are denied. On the contrary, Defendants are not in violation of the Restrictions. By way of further answer, Defendants contend that they could not complete this construction unless and until Plaintiff abates all assessments and penalties imposed upon Defendants for failing to complete the property pursuant to the Restrictions as the delays in construction were caused by Plaintiff. The Plaintiff's continued refusal to allow trees to be cut that would allow Defendants to complete the dwelling in a timely manner caused the delays that resulted in the assessments and penalties to continue to accrue against Defendants. After many meetings and discussions, Plaintiff finally permitted appropriate trees to be cleared in May of 2002, more than 2 years following commencement of construction, which allowed Defendants to continue construction of the dwelling. Plaintiff refused to abate the assessments and penalties imposed. Plaintiff asks this court to order Defendants to complete construction as required by the Restrictions, but Plaintiff refuses to abate assessments and penalties that are a direct result of Plaintiff's refusal to permit trees to be cleared that would have allowed Defendants to continue construction.

12. The averments of Paragraph 23 are denied. On the contrary, Defendants' conduct is not solely responsible for the dispute at hand. Rather, as averred more fully in New Matter, it is Plaintiff's conduct in this dispute that has been greatly detrimental to the Treasure Lake Community as a whole and to the owners of real estate within said community including Defendants.

13. The averments of Paragraph 24 are denied. On the contrary, Defendants have made numerous attempts to resolve the dispute with Plaintiff. Defendants attended regularly scheduled meetings with Plaintiff, as well as numerous unscheduled meetings with representatives working for Plaintiff. Plaintiff has continuously refused to abate penalties and assessments on Defendants and Defendants contend and therefore aver that Plaintiff's conduct has prevented Defendants from completing the construction in accordance with the Restrictions.

14. The averments of the first Paragraph 25 merely incorporate Paragraphs 1 through 24 of Plaintiff's Complaint and therefore do not require an answer. To the extent an answer is required, Defendants refer to and incorporate by reference their answer to such paragraphs as set forth more fully in Paragraphs 1 through 13 herein.

15. The averments of the second Paragraph 25 are admitted in part and denied in part. Defendants admit that after cutting down trees that there have been logs left on the property during construction. The remaining averments of the second Paragraph 25 are denied. On the contrary, Plaintiff's refusal to allow Defendants to clear appropriate trees as described in Paragraph 11 of this Answer and the New Matter herein caused Defendants to discontinue construction efforts at various times until the dispute could be resolved. Defendants contend and therefore aver that the logs have either been stacked or have been stored at the rear of the lot.

16. The averments of Paragraph 26 are admitted.

17. The averments of Paragraph 27 are admitted.

18. The averments of Paragraph 28 are admitted in part and denied in part. Defendants admit that Plaintiff issued Defendants a Permit to cut trees on Lot 91, Section 8A for the purpose of constructing a residential dwelling on April 13, 2000. The remaining averments of Paragraph

28 are denied. On the contrary, Defendants contend and therefore aver that it is this very Permit that is at the heart of this dispute. Defendants have been issued a total of 3 separate Permits to cut tress. After the first Permit was issued and Plaintiff prohibited Defendants from clearing trees that were directly within the four corners of the planned dwelling, following many meetings and discussions between Defendants and Plaintiff, Plaintiff issued 2 subsequent Permits, one on May 13, 2002 and another on July 11, 2003 which allowed Defendants to clear trees that were conflicting with construction of the dwelling. Defendants contend and therefore aver that by issuing these 2 subsequent Permits, Plaintiffs have through their actions admitted that the first Permit erroneously prohibited Defendants from clearing trees that conflicted with construction of the dwelling.

19. The averments of Paragraphs 29, 30 and 31 are admitted.

20. The averments of Paragraph 32 are denied. On the contrary, Paragraphs 8A(l) and 8A(s) of the Restrictions do not bar logs from being on the property. By way of further answer, Defendants contend and therefore aver that while there are normal construction materials on the property, there is no rubbish, debris or refuse on Lot 91, Section 8A.

21. The averments of Paragraph 33 are denied. On the contrary, logs are permitted on the property and currently, there is no rubbish, debris or refuse on Lot 91, Section 8A. By way of further answer, Defendants refer to and incorporate by reference Paragraphs 14 through 20 of their Answer herein.

22. The averments of Paragraph 34 are denied. On the contrary, logs are permitted on the property and currently, there is no rubbish, debris or refuse on Lot 91, Section 8A. By way

of further answer, Defendants refer to and incorporate by reference Paragraphs 14 through 20 of their Answer herein.

23. The averments of Paragraph 35 merely incorporate Paragraphs 1 through 34 of Plaintiff's Complaint and therefore do not require any answer. To the extent an answer is required, Defendants refer to and incorporate by reference their answers to such paragraphs as set more fully in Paragraphs 1 through 22 herein.

24. The averments of Paragraph 36 are denied. On the contrary, Defendants did, from time-to-time, keep a licensed vehicle on the property prior to October 25, 2001 that was used for construction purposes. A second unlicensed vehicle was kept on the property at various times and was used for storage of construction materials. All unlicensed vehicles have been removed from the property.

25. The averments of Paragraph 37 are admitted.

26. The averments of Paragraph 38 are admitted in part and denied in part. Defendants admit that they were notified of a violation related to a vehicle. Moreover, Defendants admit that the letters of notice charged that the vehicle was unlicensed. The remaining averments of Paragraph 38 are denied. On the contrary, Paragraph 8A(h) does not preclude an unlicensed vehicle from being on the property or lots.

27. The averments of Paragraph 39 are denied. On the contrary, Paragraph 8A(h) of the Restrictions does not preclude unlicensed vehicles on properties. By way of further answer, any unlicensed vehicles have been removed from Lot 91, Section 8A.

28. The averments of Paragraph 40 are denied. On the contrary, Paragraph 8A(h) of the Restrictions does not preclude unlicensed vehicles on properties. By way of further answer, all unlicensed vehicles have been removed from Lot 91, Section 8A.

29. The averments of Paragraph 41 are denied. On the contrary, Paragraph 8A(h) of the Restrictions does not preclude unlicensed vehicles on properties. By way of further answer, all unlicensed vehicles have been removed from Lot 91, Section 8A.

NEW MATTER

In further answer to the Complaint, Defendants plead the following new matter:

30. On April 11, 2000, Defendants obtained a Building Permit from Plaintiff for residential construction plans for the construction of a residential dwelling on Lot 91, Section 8A within Treasure Lake. The Permit to begin construction was issued after the Defendants presented their building plans to Plaintiff for approval. Defendants began clearing trees to begin the construction of such residential dwelling within several days after April 11, 2000, after a Tree Permit was issued by Sheryl Adams of Plaintiff's Property Control Committee.

31. The original Tree Permit issued April 13, 2000 did not preclude Defendants from cutting trees that were located where the dwelling was to be constructed. Within several days after the Building Permit and original Tree Permit were issued to Defendants by Plaintiff, representatives from Plaintiff's Property Control Committee entered Lot 91, Section 8A and identified multiple trees that were not to be cut down by placing ribbons on these trees. The Plaintiff's representatives placed ribbons on several trees that were located directly within the four corners of where the dwelling was to be constructed. Without being able to cut and clear

these trees, Defendants were prevented from constructing the dwelling where the approved Building Permit indicated the dwelling was to be built.

32. Within several days of the Plaintiff marking the trees that were not to be cut, Defendants contacted Sheryl Adams, the Compliance Officer of Plaintiff's Property Control Committee to notify Plaintiff of the problem and Defendants explained to Ms. Adams that Defendants could not complete construction of the dwelling as indicated on the approved plans because the Plaintiff's representatives had marked trees to not be cut that were conflicting with construction of the building. Ms. Adams and Plaintiff repeatedly refused to make any changes to which trees could be cut down. Defendants approached multiple Treasure Lake representatives to attempt to resolve the dispute. In direct conflict with the approved plans that reflect where the dwelling was to be built (where several trees were not to be cut down as directed by Ms. Adams and Plaintiff), Plaintiff's representatives directed Defendants to resolve the dispute with the Plaintiff's Property Control Committee and Ms. Adams and that only the Plaintiff's Property Control Committee and Ms. Adams could resolve the issue. After many attempts to resolve the issue with Ms. Adams and Plaintiff's Property Control Committee, Ms. Adams and such committee refused to change their decision as to which trees could be cut.

33. As the dispute continued, Defendants were advised by Plaintiff that they would need to comply with the Restrictions and complete the property within the time frame dictated by such Restrictions. Defendants applied for and were granted an extension of the Building Permit and continued construction of the portion of the dwelling that could be built without cutting down the trees that Ms. Adams had determined could not be cut. Defendants were led to believe that they would gain the Plaintiff's permission to cut down the trees that were in conflict because Plaintiff

had approved of the original building plans which reflected where the dwelling was to be constructed. The refusal by the Plaintiff to permit certain trees to be cut caused the delays in construction and therefore was a direct cause of the assessments and penalties imposed on Defendants by Plaintiff.

34. Plaintiffs finally agreed to permit the trees in question to be cleared by issuing the 2nd tree permit on May 13, 2002 and the 3rd tree permit on July 11, 2003. Defendants cleared such trees and have continued on with the construction since then, but while disputing assessments and penalties that Plaintiff continues to accrue.

35. Plaintiff's refusal to issue an appropriate tree permit for more than 2 years following commencement of construction is without justification and has caused Defendants financial and emotional harm.

36. Plaintiff's claims could not have been complied with by Defendants due to Plaintiff's refusal to issue an appropriate tree permit for more than 2 years and Plaintiff's continuing refusal to abate assessments and penalties on Defendants' property.

37. The claims, liabilities, losses and/or damages alleged to have been or to be sustained by Plaintiff, all of which are expressly denied, are barred, in whole or in part, by impossibility of performance.

38. The claims, liabilities, losses and/or damages alleged to have been or to be sustained by Plaintiff, all of which are expressly denied, are barred, in whole or in part, by Plaintiff's unclean hands.

39. The claims, liabilities, losses and/or damages alleged to have been or to be sustained by Plaintiff, all of which are expressly denied, are barred, in whole or in part, by Plaintiff's illegal acts and/or bad faith.

40. The claims, liabilities, losses and/or damages alleged to have been or to be sustained by Plaintiff, all of which are expressly denied, are barred, in whole or in part, by estoppel.

WHEREFORE, Defendants Mark A. Kane and Annette M. Kane respectfully request that judgment be entered in their favor and against Plaintiff by dismissing Plaintiff's complaint with prejudice, directing Plaintiffs to abate all penalties and assessments, awarding Defendants their attorney fees and costs, and granting such further relief that this court deems just and appropriate.

COUNTERCLAIM

Defendants plead the following Counterclaim:

41. Paragraphs 1 through 40 of Defendants' Answer and New Matter are referred to and incorporated herein by reference as though the same were repeated at length herein.

42. Defendants are hereby bringing this Counterclaim as Counterclaim Plaintiffs against Plaintiff as Counterclaim Defendant.

43. As a result of Counterclaim Defendant's actions, Counterclaim Plaintiffs have had to endure lengthy delays in construction preventing Counterclaim Plaintiffs from residing at the property and Counterclaim Plaintiffs have endured extreme stress and pressure due to Counterclaim Defendant's continual harassment and unwillingness to resolve the dispute in a timely manner.

44. As a result of Counterclaim Defendant's actions, Counterclaim Plaintiffs have suffered financial loss due to delays in construction while Counterclaim Defendant continued to accrue penalties.

WHEREFORE, Counterclaim Plaintiffs Mark A. Kane and Annette M. Kane respectfully request that judgment be entered in their favor and against Counterclaim Defendants as follows:

A. Counterclaim Defendant be ordered to abate all existing assessments and penalties against Counterclaim Plaintiffs and permit Counterclaim Plaintiffs reasonable time to complete the construction of the dwelling;


B. For actual damages, the amount of which is currently unknown but believed to be in excess of Twenty-Five Thousand Dollars (\$25,000.00);

C. Counterclaim Defendant be ordered to approve Counterclaim Plaintiffs' request and plans for a detached garage Counterclaim Plaintiffs wish to build on Lot 91, Section 8A;

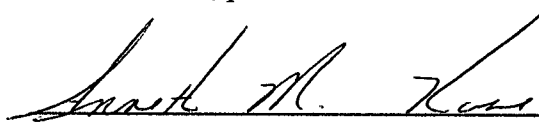
D. For payment of Counterclaim Plaintiffs' attorney's fees and costs;

E. For such further relief that this Court deems just and appropriate.

Respectfully submitted,



Mark A. Kane, pro se



Annette M. Kane, pro se

VERIFICATION

WE, MARK A. KANE AND ANNETTE M. KANE, state that the information contained in the foregoing Answer and New Matter to Complaint and Counterclaim is true and correct to the best of our knowledge, information and belief.

This Verification is made subject to the penalties of perjury of 18 Pa.C.S.A. §4904 relating to unsworn falsification to authorities.

Date: 12 05 07

Mark A Kane
Mark A. Kane

Date: 12/05/07

Annette M. Kane
Annette M. Kane

NOTES

THE ABOVE INFORMATION WAS OBTAINED FROM THE FOLLOWING SOURCES:

6. Istomus bicaudatus (Linnaeus) (bicaudatus) or rather *istomus* bicaudatus (Linnaeus) (bicaudatus)

This verification is made subject to the payment of 18 francs 25 centimes

2. Direction of nonballistic movement of gristler

Date:

W. A. A. A. A. A.

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Л. А. Мусина

FILED

DEC 06 2007

William A. Shaw
Prothonotary/Clerk of Courts

UP

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

TREASURE LAKE PROPERTY OWNERS ASSOCIATION, INC.,
Plaintiff

vs.

MARK A. KANE and ANNETTE M. KANE,
Defendants

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NO. 03-1892-CD

ORDER

NOW, this 7th day of December, 2007, the Court being in receipt of and having reviewed the *pro se* Petition for Relief from Default Judgment filed by the Defendants; it is the ORDER of this Court that argument on said Petition be and is hereby scheduled for the 23rd of January, 2008 at 10:30A.m. in Courtroom No. 1 of the Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT,



FREDRIC J. AMMERMAN
President Judge

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DEC 10 2007

571 Treasure Lake
DuBois, PA
William A. Shaw
Prothonotary/Clerk of Courts

15001
(CNC)

FILED

DEC 10 2007

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 12/10/07

☒ You are responsible for serving all appropriate parties.

___ The Prothonotary's office has provided service to the following parties:

___ Plaintiff(s) ___ Plaintiff(s) Attorney ___ Other

___ Defendant(s) ___ Defendant(s) Attorney

___ Special Instructions:

CA

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

TREASURE LAKE PROPERTY OWNERS
ASSOCIATION, INC.,
Plaintiff

vs.

MARK A. KANE and ANNETTE M. KANE,
Defendants

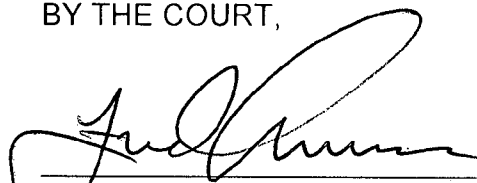
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NO. 03-1892-CD

ORDER

NOW, this 23rd day of January, 2008, the Petition for Relief from Default Judgment filed by the Defendants, *pro se*, being in conformity with the provisions of Rule of Civil Procedure 237.3, it is the ORDER of this Court that the said Petition be and is hereby GRANTED. Default judgment previously issued is hereby opened.

BY THE COURT,


FREDRIC J. AMMERMAN
President Judge

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01/23/08
JAN 23 2008
William A. Shaw
Prothonotary/Clerk of Courts
2CC Amy Kager
100 Def. -
571 Treasure Lake
DuBois, PA 15801
CP

FILED

JAN 23 2008

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 1/23/08

 You are responsible for serving all appropriate parties.

X The Prothonotary's office has provided service to the following parties:

 Plaintiff(s) X Plaintiff(s) Attorney Other

X Defendant(s) Defendant(s) Attorney

 Special Instructions:

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

TREASURE LAKE PROPERTY OWNERS : No. 03-1892-CD
ASSOCIATION, INC., :
Plaintiff : Type of Pleading: Reply to New
vs : Matter and Counterclaim
MARK A. KANE and ANNETTE M. KANE, :
Defendants : Filed on behalf of Plaintiff
: Counsel of Record for this Party:
: Michael P. Yeager, Esq.
: Supreme Court No.: 15587
: P.O. Box 752
: 110 North Second Street
: Clearfield, PA 16830
: (814) 765-9611

Dated: February 12, 2008

FILED

03-1892-CD
FEB 12 2008

William A. Shaw
Prothonotary/Clerk of Courts

2cc
Att. Yeager

CK

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

TREASURE LAKE PROPERTY OWNERS	:	
ASSOCIATION, INC.,	:	
	:	
Plaintiff	:	
	:	No. 03 - 1892 - CD
vs	:	
	:	
	:	
MARK A. KANE and ANNETTE M. KANE,	:	
Defendants	:	

REPLY TO NEW MATTER AND COUNTERCLAIM

COMES NOW, the Plaintiff above-captioned, by and through its attorney, MICHAEL P. YEAGER, ESQUIRE, and files the within Reply to Defendants' New Matter and Counterclaim whereof the following is a statement:

REPLY TO NEW MATTER

30. Although, as indicated in Plaintiff's Complaint, it is admitted that Defendants obtained a Building Permit on April 11, 2000, Plaintiff is without knowledge or information to form a belief as to the truth or falsity of the remaining averments contained in Paragraph 30 of Defendants' New Matter with the same being denied and strict proof of the same being demanded at the trial of this case.

31. Plaintiff is without knowledge or information to form a belief as to the truth or falsity of the averments contained in Paragraph 31 of Defendants' New Matter with the same being denied and strict proof of the same being demanded at the trial of this case. Otherwise, Plaintiff avers that the original tree permit did permit Defendant to begin construction of the dwelling to be located on Lot 91, Section 8A. However, Defendant continued to request that additional trees be permitted for cutting to accommodate a detached garage which had not yet been permitted. Furthermore, throughout the times indicates, Defendant continued to proceed with construction and

Plaintiff otherwise believes and therefore avers that sufficient trees were permitted to be removed to otherwise accommodate construction of that dwelling.

32. Plaintiff is without knowledge or information to form a belief as to the truth or falsity of the averments contained in Paragraph 32 of Defendants' New Matter with the same being denied and strict proof of the same being demanded at the trial of this case. Plaintiff otherwise incorporates its responses to Paragraph 31 above as if the same were more fully set forth at length herein. Furthermore, the allegations contained in Paragraph 32 of Defendant's New Matter have otherwise been rendered moot as can be seen from Paragraphs 33 and 34 of Defendants' New Matter.

33. Plaintiff is without knowledge or information to form a belief as to the truth or falsity of the averments contained in Paragraph 33 of Defendants' New Matter with the same being denied and strict proof of the same being demanded at the trial of this case. Plaintiff otherwise incorporates its responses to Paragraph 31 above as if the same were more fully set forth at length herein. Additionally, and to the contrary, no assessments and penalties are currently claimed relative to the delays and violations described in Plaintiff's Complaint.

34. Although the averments contained in Paragraph 34 of Defendants' New Matter are generally admitted, Plaintiff continues to incorporate its response to Paragraph 31 hereof as though the same were more fully set forth at length herein.

35. The averments contained in Paragraph 35 of Defendant's New Matter plead a conclusion of law to which no response is required. Furthermore, Plaintiff is without knowledge or information to form a belief as to the truth or falsity of the said averments, with the same being denied and strict proof of the same being demanded at the trial of this case.

36. The averments contained in Paragraph 36 of Defendant's New Matter plead a conclusion of law to which no response is required. Furthermore, Plaintiff is without knowledge or information to form a belief as to the truth or falsity of the said

averments, with the same being denied and strict proof of the same being demanded at the trial of this case.

37. The averments contained in Paragraph 37 of Defendant's New Matter plead a conclusion of law to which no response is required. Furthermore, Plaintiff is without knowledge or information to form a belief as to the truth or falsity of the said averments, with the same being denied and strict proof of the same being demanded at the trial of this case.

38. The averments contained in Paragraph 38 of Defendant's New Matter plead a conclusion of law to which no response is required. Furthermore, Plaintiff is without knowledge or information to form a belief as to the truth or falsity of the said averments, with the same being denied and strict proof of the same being demanded at the trial of this case.

39. The averments contained in Paragraph 39 of Defendant's New Matter plead a conclusion of law to which no response is required. Furthermore, Plaintiff is without knowledge or information to form a belief as to the truth or falsity of the said averments, with the same being denied and strict proof of the same being demanded at the trial of this case.

40. The averments contained in Paragraph 40 of Defendant's New Matter plead a conclusion of law to which no response is required. Furthermore, Plaintiff is without knowledge or information to form a belief as to the truth or falsity of the said averments, with the same being denied and strict proof of the same being demanded at the trial of this case.

REPLY TO COUNTERCLAIM

41. Paragraph 41 of Defendants' Counterclaim requires no response; but to the extent that a response is required, Plaintiff incorporates herein its allegations as contained in its Complaint as well as its foregoing Reply to New Matter.

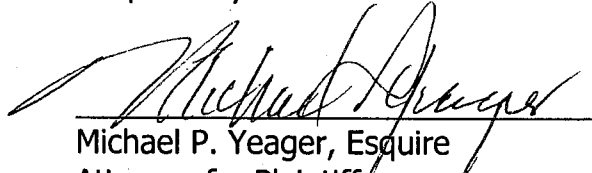
42. The averments contained in Paragraph 42 of Defendant's New Matter do not require a response.

43. Plaintiff is without knowledge or information to form a belief as to the truth or falsity of the averments contained in Paragraph 43 of Defendants' Counterclaim, with the same being denied and strict proof of the same being demanded at the trial of this case.

44. Plaintiff is without knowledge or information to form a belief as to the truth or falsity of the averments contained in Paragraph 44 of Defendants' Counterclaim, with the same being denied and strict proof of the same being demanded at the trial of this case.

WHEREFORE, Plaintiff respectfully requests that Defendants' New Matter and Counterclaim be dismissed and that judgment be entered in favor of Plaintiff as requested in its Complaint.

Respectfully submitted:



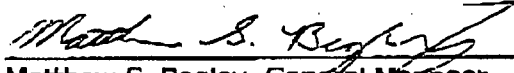
Michael P. Yeager, Esquire
Attorney for Plaintiff

Date: February 12, 2008

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 Reply to New Matter and Counterclaim. 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.

Date: February 12, 2008

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

TREASURE LAKE PROPERTY OWNERS :
ASSOCIATION, INC., :

Plaintiff :

No. 03 - 1892 - CD

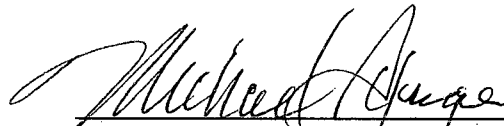
VS

MARK A. KANE and ANNETTE M. KANE, :
Defendants :

CERTIFICATE OF SERVICE

I, MICHAEL P. YEAGER, attorney for the Plaintiff, TREASURE LAKE PROPERTY OWNERS ASSOCIATION, INC, depose and say that on February 12, 2008 I forwarded the foregoing Reply to New Matter and Counterclaim in the above-captioned matter by first class mail to the following:

Mark A. Kane
Annette M. Kane
571 Treasure Lake
DuBois, PA 15801



Michael P. Yeager, Esquire
Attorney for Plaintiff