

05-792-CD  
Treasure Lake Owners vs. N. Hammer

2005-792-CD  
TL Property Owners v. Nicholas Hammer

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

Treasure Lake Property Owners  
(Plaintiff) CIVIL ACTION

13 Treasure Lake

(Street Address)

Dubois, PA 15801

(City, State ZIP)

No. 05-792-CD

Type of Case: \_\_\_\_\_

Type of Pleading: DJ APPEAL

vs.

Nicholas Hammen  
(Defendant)

Filed on Behalf of:

Nicholas Hammen

(Plaintiff/Defendant)

10 Treasure Lake

(Street Address)

Dubois, PA 15801

(City, State ZIP)

Nicholas Hammen

(Filed by)

FILED <sup>6</sup>  
Def. pd. 85.00

01/27/01  
JUN 02 2005 Notice mailed  
to DJ Ford

William A. Shaw  
Prothonotary/Clerk of Courts  
and Plaintiff

10 Treasure Lake Dubois  
15801  
(Address)

814 375 1075  
(Phone)

Lecholas

(Signature)

46<sup>th</sup>

## NOTICE OF APPEAL

FROM

## DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No.

05-792-CD

## NOTICE OF APPEAL

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

NICHOLAS HAMMER

46-3-01

NAME OF APPELLANT

NICHOLAS HAMMER

MAG. DIST. NO. OR NAME OF D.J.

ADDRESS OF APPELLANT

5123/05

CITY

STATE

ZIP CODE

DATE OF JUDGMENT

IN THE CASE OF (Plaintiff)

(Defendant)

CLAIM NO.

CV  
LT

SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT

Nicholas Hammer

VS.

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

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

Signature of Prothonotary or Deputy

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

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

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

## PRAECIPE: To Prothonotary

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

Name of appellee(s)

(Common Pleas No. 05-792-CD) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

Nicholas Hammer

Signature of appellant or his attorney or agent

**RULE:** To TREASURE Lake Property Owners, appellee(s).

Name of appellee(s)

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

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

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

Date: June 2, 2005

Will Hammer

Signature of Prothonotary or Deputy

---

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

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

### COMMONWEALTH OF PENNSYLVANIA

COUNTY OF \_\_\_\_\_; SS

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

a copy of the Notice of Appeal, Common Pleas No. \_\_\_\_\_, upon the District Justice designated therein on  
(date of service) \_\_\_\_\_,  by personal service  by (certified) (registered) mail, sender's  
receipt attached hereto, and upon the appellee, (name) \_\_\_\_\_, on  
\_\_\_\_\_, \_\_\_\_\_  by personal service  by (certified) (registered) mail, sender's receipt attached hereto.  
 and further that I served the Rule to File a Complaint accompanying the above Notice of Appeal upon the appellee(s) to whom  
the Rule was addressed on \_\_\_\_\_, \_\_\_\_\_,  by personal service  by (certified) (registered)  
mail, sender's receipt attached hereto.

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_,

*Signature of affiant*

*Signature of official before whom affidavit was made*

*Title of official*

My commission expires on \_\_\_\_\_,

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

**46-3-01**

MDJ Name: Hon.

**PATRICK N. FORD**  
Address: **309 MAPLE AVENUE**  
**PO BOX 452**  
**DUBOIS, PA**

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

**NOTICE OF JUDGMENT/TRANSCRIPT  
CIVIL CASE**

PLAINTIFF:

**TREASURE LAKE PROP OWNERS ASSOC INC**  
**13 TREASURE LAKE**  
**DUBOIS, PA 15801**

NAME and ADDRESS

DEFENDANT:

**HAMMER, NICHOLAS A, ET AL.**  
**10 TREASURE LAKE**  
**DUBOIS, PA 15801**

NAME and ADDRESS

Docket No.: **CV-0000128-05**  
Date Filed: **3/21/05**



**NICHOLAS A. HAMMER**  
**10 TREASURE LAKE**  
**DUBOIS, PA 15801**

**THIS IS TO NOTIFY YOU THAT:**

Judgment:

**DEFAULT JUDGMENT PLTF**

|   |                                   |                    |
|---|-----------------------------------|--------------------|
| <input checked="" type="checkbox"/> Judgment was entered for: (Name) <b>TREASURE LAKE PROP OWNERS ASSO</b>  |                                   |                    |
| <input checked="" type="checkbox"/> Judgment was entered against: (Name) <b>HAMMER, NICHOLAS A</b>          |                                   |                    |
| in the amount of \$ <b>4,519.28</b> on:   | (Date of Judgment)                | <b>5/23/05</b>     |
| <input type="checkbox"/> Defendants are jointly and severally liable.                                       | (Date & Time)                     |                    |
| <input type="checkbox"/> Damages will be assessed on:   | Amount of Judgment                | \$ <b>4,378.78</b> |
| <input type="checkbox"/> This case dismissed without prejudice.   | Judgment Costs                    | \$ <b>140.50</b>   |
| <input type="checkbox"/> Amount of Judgment Subject to Attachment/42 Pa.C.S. § 8127 \$ _____                | Interest on Judgment              | \$ <b>.00</b>      |
| <input type="checkbox"/> Portion of Judgment for physical damages arising out of residential lease \$ _____ | Attorney Fees                     | \$ <b>.00</b>      |
|   | Total                             | \$ <b>4,519.28</b> |
|   | Post Judgment Credits             | \$ _____           |
|   | Post Judgment Costs               | \$ _____           |
|   | =====                             |                    |
|   | Certified Judgment Total \$ _____ |                    |

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

EXCEPT AS OTHERWISE PROVIDED IN THE RULES OF CIVIL PROCEDURE FOR MAGISTERIAL DISTRICT JUDGES, IF THE JUDGEMENT HOLDER ELECTS TO ENTER THE JUDGMENT IN THE COURT OF COMMON PLEAS, ALL FURTHER PROCESS MUST COME FROM THE COURT OF COMMON PLEAS AND NO FURTHER PROCESS MAY BE ISSUED BY THE MAGISTERIAL DISTRICT JUDGE.

UNLESS THE JUDGMENT IS ENTERED IN THE COURT OF COMMON PLEAS, ANYONE INTERESTED IN THE JUDGMENT MAY FILE A REQUEST FOR ENTRY OF SATISFACTION WITH THE MAGISTERIAL DISTRICT JUDGE IF THE JUDGMENT DEBTOR PAYS IN FULL, SETTLES, OR OTHERWISE COMPLIES WITH THE JUDGMENT.

5/23/05 Date Patrick N. Ford - ptf, Magisterial District Judge

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

Date \_\_\_\_\_, Magisterial District Judge

My commission expires first Monday of January, **2006**.

SEAL

## SERVICE OF NOTICE OF APPEAL AND OTHER DOCUMENTS FROM APPEAL FROM A DISTRICT JUSTICE DECISION

- (1) The Prothonotary shall require that in regard to any appeal from a District Justice civil decision that the appellant provide with the Notice of Appeal a stamped envelope, pre-addressed to the appellee, at the appellee's address as listed on the Complaint form filed in the office of the District Justice or as otherwise appearing in the records from that office, or the attorney of record, if any, of the appellee, as well as a stamped envelope, pre-addressed, to the District Justice in whose office the judgment was rendered. Copies of the Notice of Appeal, and Rule to File a complaint pursuant to Rule of District Justice Procedure 1004B, if applicable, shall thereupon be mailed by the Prothonotary by first class mail to the appellee and District Justice.
- (2) The Prothonotary shall note such service and any return thereof on the Court's docket.
- (3) The Prothonotary shall not be required to file a Notice of Appeal to a District Justice judgment or verdict without the appellant providing the above described stamped and addressed envelopes for service purposes.
- (4) At the conclusion of any District Justice civil case, upon rendering of the decision, the District Justice shall provide a copy of this Rule to the party against whom the judgment or verdict is rendered, with the same either being made when applicable by personal service or through the mail along with the notice of entry of judgment or verdict.
- (5) Upon the Court of Common Pleas disposing of the appeal from a District Justice decision, the Prothonotary shall in all cases utilize the Common Pleas notification request form, prepared by the Administrative Office of Pennsylvania Courts (being AOPC Form 729B-98 or any future revision of the same) in order to notify the District Justice of the result of the appeal. The Prothonotary shall also provide to the District Justice a copy of the Court Order or document which is dispositive of the case.



COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

**46-3-01**

MDJ Name: Hon.

**PATRICK N. FORD**  
Address: **309 MAPLE AVENUE**  
**PO BOX 452**  
**DUBOIS, PA**

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

**NOTICE OF JUDGMENT/TRANSCRIPT  
CIVIL CASE**

PLAINTIFF:

NAME and ADDRESS

**TREASURE LAKE PROP OWNERS ASSOC INC**  
**13 TREASURE LAKE**  
**DUBOIS, PA 15801**

VS.

NAME and ADDRESS

**HAMMER, NICHOLAS A, ET AL.**  
**10 TREASURE LAKE**  
**DUBOIS, PA 15801**

**PATRICK N. FORD**  
**309 MAPLE AVENUE**  
**PO BOX 452**  
**DUBOIS, PA 15801**

**FILED**

*m 11.04.01*  
**JUN 09 2005**

William A. Shaw  
Prothonotary/Clerk of Courts

Docket No.: **CV-0000128-05**  
Date Filed: **3/21/05**



*05-792-CD*

**THIS IS TO NOTIFY YOU THAT:**

Judgment:

**DEFAULT JUDGMENT PLTF**

Judgment was entered for: (Name) **TREASURE LAKE PROP OWNERS ASSO**

Judgment was entered against: (Name) **HAMMER, NICHOLAS A**

in the amount of \$ **4,519.28** on: (Date of Judgment) **5/23/05**

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

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

This case dismissed without prejudice. \_\_\_\_\_

Amount of Judgment Subject to Attachment/42 Pa.C.S. § 8127 \$ \_\_\_\_\_

Portion of Judgment for physical damages arising out of residential lease \$ \_\_\_\_\_

|  |                    |
|--|--------------------|
| Amount of Judgment                       | \$ <b>4,378.78</b> |
| Judgment Costs                           | \$ <b>140.50</b>   |
| Interest on Judgment                     | \$ <b>.00</b>      |
| Attorney Fees                            | \$ <b>.00</b>      |
| Total                                    | \$ <b>4,519.28</b> |
| Post Judgment Credits                    | \$ _____           |
| Post Judgment Costs                      | \$ _____           |
| <b>Certified Judgment Total</b> \$ _____ |                    |

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

EXCEPT AS OTHERWISE PROVIDED IN THE RULES OF CIVIL PROCEDURE FOR MAGISTERIAL DISTRICT JUDGES, IF THE JUDGEMENT HOLDER ELECTS TO ENTER THE JUDGMENT IN THE COURT OF COMMON PLEAS, ALL FURTHER PROCESS MUST COME FROM THE COURT OF COMMON PLEAS AND NO FURTHER PROCESS MAY BE ISSUED BY THE MAGISTERIAL DISTRICT JUDGE. UNLESS THE JUDGMENT IS ENTERED IN THE COURT OF COMMON PLEAS, ANYONE INTERESTED IN THE JUDGMENT MAY FILE A REQUEST FOR ENTRY OF SATISFACTION WITH THE MAGISTERIAL DISTRICT JUDGE IF THE JUDGMENT DEBTOR PAYS IN FULL, SETTLES, OR OTHERWISE COMPLIES WITH THE JUDGMENT.

*5-23-05* Date *Patrick N. Ford PNF*, Magisterial District Judge

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

Date \_\_\_\_\_, Magisterial District Judge

My commission expires first Monday of January, **2006**

SEAL

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF: CLEARFIELD

CIVIL COMPLAINT

Mag. Dist. No.:

46-3-01

DJ Name: Hon.

PATRICK N. FORD  
Address: 309 MAPLE AVENUE  
P.O. BOX 452  
DUBOIS, PA  
Telephone: (814) 371-5321

15801

PLAINTIFF:

NAME and ADDRESS

TREASURE LAKE PROPERTY OWNERS ASSOC.

13 TREASURE LAKE  
DUBOIS, PA. 15801

INC.

DEFENDANT:

NAME and ADDRESS

HAMMER, NICHOLAS A. & MARGARET  
10 TREASURE LAKE  
DUBOIS, PA. 15801

Docket No.: CV-128-05  
Date Filed: 3-21-05



|               | AMOUNT           | DATE PAID      |
|---------------|------------------|----------------|
| FILING COSTS  | \$ <u>130.50</u> | <u>3/21/05</u> |
| SERVING COSTS | \$ _____         | / /            |
| TOTAL         | \$ _____         | / /            |

TO THE DEFENDANT: The above named plaintiff(s) asks judgment against you for \$ 4,378.78 together with costs upon the following claim (Civil fines must include citation of the statute or ordinance violated):

Defendant(s) owns and/or occupies a lot located in Treasure Lake. Plaintiff Treasure Lake Property Onwers Association provides various services to members of the Treasure Lake Community. The above Defendant(s) reside and/or are members of the community. As unit members/owners in Treasure Lake, annual dues are assessed in accordance with the laws/articles of the Treasure Lake Property Owners Association. Despite repeated demands and requests, the above Defendant(s) have failed to pay dues outstanding and/or in arrears in the amount of:

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

A handwritten signature in black ink, appearing to read "Matthew Begley".

(Signature of Plaintiff or Authorized Agent)

Plaintiff's  
Attorney: Michael P. Yeager

Address: PO Box 752

Telephone: 814-765-9611 Clearfield, Pa. 16830

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

If you have a claim against the plaintiff which is within district justice jurisdiction and which you intend to assert at the hearing, you must file it on a complaint form at this office at least five (5) days before the date set for the hearing. If you have a claim against the plaintiff which is not within district justice jurisdiction, you may request information from this office as to the procedures you may follow. If you are disabled and require assistance, please contact the Magisterial District office at the address above.

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

TREASURE LAKE PROPERTY OWNERS  
ASSOCIATION, INC.,

Plaintiff

: NO. 05 - 792- CD

NICHOLAS A. HAMMER and MARGARET  
FAYE HAMMER,

Defendants

: Type of Case: Assumpsit

vs

: 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

Date: June 9, 2005

FILED

013:1964  
JUN 14 2005

2cc  
Amy Yeager  
W<sup>h</sup>

William A. Shaw  
Prothonotary/Clerk of Courts

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

|   |   |                   |
|---|---|-------------------|
| TREASURE LAKE PROPERTY OWNERS<br>ASSOCIATION, INC., | : |                   |
| Plaintiff   | : |                   |
| vs  | : | No. 05 - 792 - CD |
| NICHOLAS A. HAMMER and MARGARET<br>FAYE HAMMER,     | : |                   |
| Defendants  | : |                   |

## **NOTICE**

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

|   |   |                   |
|---|---|-------------------|
| TREASURE LAKE PROPERTY OWNERS<br>ASSOCIATION, INC., | : |                   |
| Plaintiff   | : |                   |
| vs  | : | No. 05 - 792 - CD |
| NICHOLAS A. HAMMER and MARGARET<br>FAYE HAMMER,     | : |                   |
| Defendants  | : |                   |

## **COMPLAINT**

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

1. The Plaintiff is a Pennsylvania nonprofit corporation 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, Nicholas A. Hammer and Margaret Faye Hammer, are adult individuals who reside within the Treasure Lake Subdivision at Lot 128, Section 6A, Sandy Township, Clearfield County, Pennsylvania with a mailing address of 10 Treasure Lake, DuBois, PA 15801.
3. By deed dated May 28, 1981 and recorded in Clearfield County Deed Book Volumes 813 at page 380, Defendants became the owners of Lot 128 in Section 6A 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 indicates that the lot conveyed therein is otherwise subject to the Declaration of Restrictions, Treasure Lake, Inc., recorded in Clearfield County Misc. Book Volume 146, page 476; and further states that "...all of said Restrictions being covenants which run with the land".

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

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

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

8. The Plaintiff also claims there is justly due and owing to it in addition to the aforesaid assessment amounts, interest as provided by the aforesaid Declaration of Restrictions at six (6%) percent per annum or as otherwise provided by law.

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

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

**COUNT I  
BREACH OF CONTRACT**

11. Plaintiff incorporates previous Paragraphs 1 through 10 as though the same were more fully set forth at length herein.

12. As a result of the Defendants' failure to pay the amounts described in Exhibit C, Plaintiff has been damaged in the amount of Four Thousand Five Hundred Nineteen and 28/100 (\$4,519.28) Dollars, together with interest and reasonable attorney's fees.

WHEREFORE, Plaintiff claims there is justly due and owing to it from the Defendants, the sum of Four Thousand Five Hundred Nineteen and 28/100 (\$4,519.28) Dollars, together with continuing interest, reasonable attorney's fees and additional costs of suit for which judgment is accordingly demanded against the Defendants.

**COUNT II  
QUASI CONTRACT**

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

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

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

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

WHEREFORE, Plaintiff claims there is justly due and owing to it from the Defendants, the sum of Four Thousand Five Hundred Nineteen and 28/100 (\$4,519.28) Dollars, together with continuing interest, reasonable attorney's fees and additional costs of suit for which judgment is accordingly demanded against the Defendants.

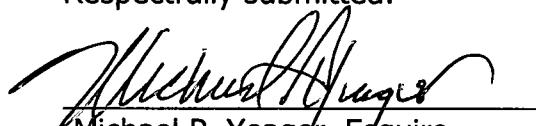
**COUNT III**  
**CONTRACT IMPLIED IN FACT**

17. Plaintiff incorporates previous Paragraphs 1 through 16 as though the same were more fully set forth at length herein.

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

WHEREFORE, Plaintiff claims there is justly due and owing to it from the Defendants, the sum of Four Thousand Five Hundred Nineteen and 28/100 (\$4,519.28) Dollars, together with continuing interest, reasonable attorney's fees and additional costs of suit for which judgment is accordingly demanded against the Defendants.

Respectfully submitted:

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

6A 128

## This Deed

MADE the 28th day of May

in the year nineteen hundred and eighty-one (1981)

BETWEEN ALBERT B. MARSFELDER and MARY M. MARSFELDER,  
his wife, of Canton, Ohio,

Grantors

and NICHOLAS A. HAMMER and MARGARET FAYE HAMMER,  
his wife, of R.D. 4, DuBois, Clearfield County, Pennsylvania,  
as tenants by the entireties and not as tenants in common,

Grantees

WITNESSETH, That in consideration of FOUR THOUSAND SEVEN HUNDRED FIFTY and  
no/100ths (\$4,750.00) -----Dollar,  
in hand paid, the receipt whereof is hereby acknowledged, the said grantors do hereby grant  
and convey to the said grantees, their heirs and assigns,

ALL of that certain tract of land designated as Lot No. 128, Section No. 6A, in the  
Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded  
in the Recorder of Deeds Office in Miscellaneous Docket Map File No. 25.

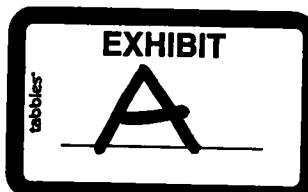
EXCEPTING AND RESERVING therefrom and subject to:

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, Inc., recorded in Miscellaneous Book Vol. 146, Page 476; all of said restrictions being covenants which run with the land.
3. All minerals and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by Treasure Lake, Inc., or Treasure Lake Property Owners Association, Inc.; which lien shall run with the land and be an encumbrance against it.

BEING the same premises conveyed to the Grantors herein by deed of  
Treasure Lake, Inc. dated July 3, 1970, as recorded in deed  
book 574 at page 581.

63169

6A 128



VOL 813 PAGE 382

AND the said grantors will Generally WARRANT AND FOREVER DEFEND the property hereby conveyed.

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

Sealed and delivered in the presence of

*James C. Anderson*

*Albert B. Marsfelder* (SEAL)  
Albert B. Marsfelder

*Mary M. Marsfelder* (SEAL)  
Mary M. Marsfelder

(SEAL)

(SEAL)

(SEAL)

(SEAL)

CERTIFICATE OF RESIDENCE

I hereby certify, that the precise residence of the grantee  
R.D. 4, DuBois, PA 15801

herein is as follows:

*Dan P. King*

Attorney or Agent for Grantee

State of Ohio  
Commonwealth of Pennsylvania

} SS:

County of J.T.A.R.C. h.

On this, the 28th day of May 1981, before me

the undersigned officer, personally appeared Albert B. Marsfelder and Mary M. Marsfelder, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purpose therein contained.

DUBOIS AREA AREA SCHOOL DISTRICT  
PA 25% TRANSFER TAX

AMOUNT \$ 47.50  
PAID 6-5-81 - Tim Morgan

Date 6-5-81 Agent Commonwealth of Pennsylvania

County of

On this, the day of 19 , before me

the undersigned officer, personally appeared known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and

seal

*James C. Anderson*  
Notary Public  
My Commission Expires JAMES A. ANDERSON  
Notary Public, State of Ohio  
My Commission Expires 6-5-13, 1988

} SS:

CLEARFIELD COUNTY  
ENTERED OF RECORD 6-5-81  
TIME 9:06 AM  
BY Dan P. King  
FEES 50¢  
TIM MORGAN, Recorder

My Commission Expires

1-10-100  
12. TREASURE LAKE PROPERTY OWNERS' ASSOCIATION, INC.

A. Every person before acquiring title, legal or equitable, to any lot in the Subdivisions must be a member of the Treasure Lake Property Owners Association, Inc., a Pennsylvania non-profit corporation, herein referred to as "Association", and no such person shall acquire such title until he has been approved for membership in the Association, nor shall the owner of a lot or lots in the Subdivisions convey title to said lot or lots to any person who has not been approved in writing for membership in the Association, provided, however, that such membership is not intended to apply to those persons who hold an interest in any such lot merely as security for the performance of an obligation to pay money, e.g., mortgages, deeds of trust or real estate contract purchases. However, if such a person should realize upon his security and become the real owner of a lot, he will then be subject to all the requirements and limitations imposed in these Restrictions on owners of lots within the Subdivision and on members of the Association, including those provisions with respect to alienation and the payment of an annual charge.

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

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

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

EXHIBIT

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

(a) Every such charge so made shall be paid by the member to the Association or its designee on or before the first day of May of each year, for the ensuing year.

The Board of Directors of the Association shall fix the amount of the annual charge per lot on or before the first day of April of each year, and written notice of the charge so fixed shall be sent to each member.

(b) If any such charge shall not be paid when due, it shall bear interest from the date of delinquency at the rate of six per cent (6%) per annum. The annual charge shall, if unpaid within 30 days of its due date, become a lien or encumbrance upon the land and acceptance of each deed, not including acceptance by a mortgagee, shall be construed to be a covenant to pay the charge. The

148 402

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 acknowledged to pay the Association or its designee all charges that the Association shall make pursuant to any paragraph or subparagraph of these Restrictions or its By-laws. Any lot acquired is taken subject to the lien for any prior unpaid charges.

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

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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, describing 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 or 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.

**NICHOLAS A. HAMMER & MARGARET FAYE HAMMER  
LOT 128, SECTION 6A**

**A. ASSESSMENTS DUE**

|      |                      |
|------|----------------------|
| 1997 | 265.00 (Balance due) |
| 1998 | 365.00               |
| 1999 | 465.00               |
| 2000 | 465.00               |
| 2001 | 488.00               |
| 2002 | 493.00               |
| 2003 | 488.00               |
| 2004 | <u>493.00</u>        |
|      | <b>\$ 3,522.00</b>   |

**B. INTEREST DUE** **997.28**

**TOTAL AMOUNT DUE** **\$4,519.28**



## **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.

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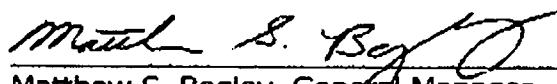
Matthew S. Begley, General Manager  
Treasure Lake Property Owners  
Association, Inc.

Date: June \_\_\_, 2005

## 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.

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

Date: June 9, 2005

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100557  
NO: 05-792-CD  
SERVICE # 1 OF 2  
COMPLAINT IN ASSUMPSIT

PLAINTIFF: TREASURE LAKE PROPERTY OWNERS ASSOCIATION, INC.

vs.

DEFENDANT: NICHOLAS A. HAMMER and MARGARET FAYE HAMMER

**SHERIFF RETURN**

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NOW, June 23, 2005 AT 3:10 PM SERVED THE WITHIN COMPLAINT IN ASSUMPSIT ON NICHOLAS A. HAMMER DEFENDANT AT TL Subdivision L-128 S-6A, 10 Treasure Lake, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO MARGARET HAMMER, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN ASSUMPSIT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET /

**FILED**  
013:07 AM  
AUG 17 2005  
JM  
William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100557  
NO: 05-792-CD  
SERVICE # 2 OF 2  
COMPLAINT IN ASSUMPSIT

PLAINTIFF: TREASURE LAKE PROPERTY OWNERS ASSOCIATION, INC.

vs.

DEFENDANT: NICHOLAS A. HAMMER and MARGARET FAYE HAMMER

**SHERIFF RETURN**

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NOW, June 23, 2005 AT 3:10 PM SERVED THE WITHIN COMPLAINT IN ASSUMPSIT ON MARGARET FAYE HAMMER DEFENDANT AT TL Subdivision L-128 S-6A, 10 Treasure Lake, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO MARGARET FAYE HAMMER, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN ASSUMPSIT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100557  
NO: 05-792-CD  
SERVICES 2  
COMPLAINT IN ASSUMPSIT

PLAINTIFF: TREASURE LAKE PROPERTY OWNERS ASSOCIATION, INC.  
vs.  
DEFENDANT: NICHOLAS A. HAMMER and MARGARET FAYE HAMMER

**SHERIFF RETURN**

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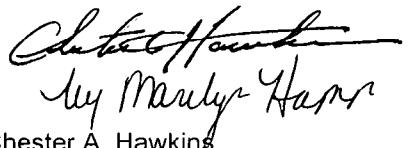
**RETURN COSTS**

| Description     | Paid By      | CHECK # | AMOUNT |
|-----------------|--------------|---------|--------|
| SURCHARGE       | TL PROP.OWN. | 828     | 20.00  |
| SHERIFF HAWKINS | TL PROP.OWN. | 828     | 39.76  |

Sworn to Before Me This

So Answers,

\_\_\_\_ Day of \_\_\_\_\_ 2005

  
Chester A. Hawkins  
Sheriff

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

TREASURE LAKE PROPERTY OWNERS : NO. 05 - 792- CD  
ASSOCIATION, INC.,  
Plaintiff :  
vs : Type of Case: Assumpsit  
: Type of Pleading: Praeclipe to  
: Settle, Discontinue & End  
: Filed on Behalf of: Plaintiff  
NICHOLAS A. HAMMER and MARGARET :  
FAYE HAMMER, :  
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

Date: December 15, 2005

FILED

DEC 16 2005  
013301  
William A. Shaw  
Prothonotary/Clerk of Courts

No. 15587

15587  
to Party &  
9A

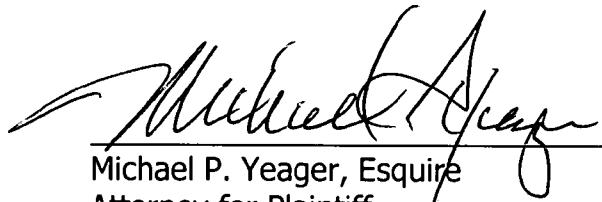
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

TREASURE LAKE PROPERTY OWNERS :  
ASSOCIATION, INC., :  
Plaintiff :  
: No. 05 - 792 - CD  
vs :  
: NICHOLAS A. HAMMER and MARGARET :  
FAYE HAMMER, :  
Defendants :

**PRAECIPE TO SETTLE, DISCONTINUE & END**

TO WILLIAM A. SHAW, PROTHONOTARY:

Please mark the above-captioned matter settled, discontinued and ended in full  
of debt, interest and costs.



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

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

**Treasure Lake Property Owners**

Vs. No. 2005-00792-CD  
**Nicholas Hammer**

**CERTIFICATE OF DISCONTINUATION**

Commonwealth of PA  
County of Clearfield

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

Settle, Discontinue and End

Record costs in the sum of \$85.00 have been paid in full by Michael P. Yeager, Esq..

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 16th day of December A.D. 2005.



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William A. Shaw, Prothonotary