

07-1667-CD
C. Verrugio vs TLPOA Inc. et al

Date: 6/11/2009

Clearfield County Court of Common Pleas

User: LMILLER

Time: 03:22 PM

ROA Report

Page 1 of 2

Case: 2007-01667-CD

Current Judge: Fredric Joseph Ammerman

Charles M. Verruggiovs.Treasure Lake Property Owners Association, Inc., et al

Mechanical Lien Claim

Date		Judge
10/15/2007	New Case Filed.	No Judge
	X Filing: Mechanic's Lien Claim, Lot 687, Section 19, Cayman Landing Sub-Division, Treasure Lake, Paid by: Verruggio, Charles M. (plaintiff) Receipt number: 1921054 Dated: 10/15/2007 Amount: \$85.00 (Check) 2 Cert. to Plaintiff.	No Judge
1/9/2008	X Complaint - Equity, Demand For Judgment, filed by s/ Charles M. Verruggio Plaintiff pro se. 2CC to PLFF	No Judge
1/15/2008	X Original Service of Complaint to Defendant in Accordance with Pa.R.C.P. Rules No: 400, 400 (b) & 402 (a) (1) & 402 (a) (2) (iii), filed. Personally serve the Complaint on January 11, 2008 to Defendant, filed by s/ Charles M. Verruggio-plff. No CC.	No Judge
2/11/2008	X Preliminary Notice of Intention to File Judgment, filed by s/ Charles M. Verruggio, Plaintiff, pro se. No CC	No Judge
3/6/2008	X Ten-Day Notice, filed by Plaintiff no cert. copies. Dated: 2-27-08	No Judge
3/12/2008	X Filing: Praeipce to Enter Judgment. Paid by: Verruggio, Charles M. (plaintiff) Receipt number: 1923055 Dated: 3/12/2008 Amount: \$20.00 (Cash) Judgment entered in favor of the Plaintiff and against the defendants in the amount of \$29,895.00 and property Lot 687, Section 19, Cayman Landing. 1CC & notice to defts. and 1CC & statement to plff.	No Judge
3/27/2008	X Filing: Praeipce for Writ of Execution Paid by: Verruggio, Charles M. (plaintiff) Receipt number: 1923315 Dated: 3/27/2008 Amount: \$20.00 (Money order) no cert. copies. issued 7 writs to Plaintiff.	No Judge
5/12/2008	X Filing: Writ of Execution / Possession Paid by: Verruggio, Charles M. (plaintiff) Receipt number: 1924006 Dated: 5/12/2008 Amount: \$20.00 (Check) Writ of Execution against Treasure Lake Property Owners Association, PC, Defendant, and against S & T Bank, Garnishee in the amount of \$29,895.00. filed by s/ Charles Verruggio, Plaintiff. 6 Writs to Sheriff	No Judge
5/29/2008	X Sheriff Return, NOW, this 28th day of May 2008 at 10:33 am Served the within Writ of Exeuction; Interrogatories to Garnishee on Savings & Trust Bank (S&T Bank) by handing to Tammy Devers. So Answers, Chester A. Hawkins, Sheriff by s/Jerome M. Nevling, deputy.	No Judge
6/13/2008	X Sheriff Return, So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Ham Shff Hawkins costs pd by Verruggio \$49.03	No Judge
7/14/2008	X Filing: Praeipce for satisfaction, filed. Paid by: S&T Bank (other party) Receipt number: 1924941 Dated: 7/14/2008 Amount: \$7.00 (Check) No CC., no cert of sat requested.	No Judge
10/29/2008	X S & T Bank's answers to Interrogatories, filed by s/ Peter F. Smith, Esquire. no CC	No Judge
11/14/2008	X Petition to Strike and/or Open Judgment, filed by s/ Michael P. Yeager, Esquire. 2CC atty. Yeager; 1CC sheriff	No Judge
	X Rule to Strike and /or Open Judgment, NOW, this 14th day of Nov., 2008, upon Petition of Michael P. Yeager, Esquire, the Court grants a Rule on Plaintiff. Rule Returnable the 16th day of Dec., 2008 @ 2:00 p.m. Courtroom 1. By The Court, /s/ Fredric J. Ammerman, Pres. Judge: 2CC Atty. Yeager; 1CC Sheriff	Fredric Joseph Ammerman

Date: 6/11/2009

Clearfield County Court of Common Pleas

User: LMILLER

Time: 03:22 PM

ROA Report

Page 2 of 2

Case: 2007-01667-CD

Current Judge: Fredric Joseph Ammerman

Charles M. Verruggiovs.Treasure Lake Property Owners Association, Inc., et al

Mechanical Lien Claim

Date		Judge
12/10/2008	<input checked="" type="checkbox"/> Sheriff Return, NOW, 12/10/2008 at 3:30 pm After diligent search I make return of NOT FOUND as to Charles M. Verruggio-defendant moved. So Answers, Chester A. Hawkins, Sheriff by s/Jerome M. Nevling, deputy.	Fredric Joseph Ammerman
12/15/2008	<input checked="" type="checkbox"/> Sheriff Return, RETURN COSTS So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm Shff Hawkins costs pd by Yeager \$46.65	Fredric Joseph Ammerman
12/17/2008	<input checked="" type="checkbox"/> Motion For Rescheduling, filed by s/ Michael P. Yeager, Esquire. 2CC Atty. Yeager	Fredric Joseph Ammerman
12/18/2008	<input checked="" type="checkbox"/> Rescheduling Order, this 18th day of Dec., 2008, it is Ordered that a Rule Returnable on the Petition to Strike and/or Open Judgment filed by Petitioners/Defendants is rescheduled for the 25th of Feb., 2009, at 10:30 a.m. in Courtroom 1. by The Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Atty. Yeager	Fredric Joseph Ammerman
4/30/2009	<input checked="" type="checkbox"/> Motion for Leave to Serve by Publication, filed by s/Michael P. Yeager, Esq. One CC Attorney Yeager	Fredric Joseph Ammerman
	<input checked="" type="checkbox"/> Motion for Rescheduling, filed by s/Michael P. Yeager, Esq. One CC Attorney Yeager	Fredric Joseph Ammerman
5/4/2009	<input checked="" type="checkbox"/> Order, this 4th day of may, 2009, Defendants are granted leave to make service of the Motion for Rescheduling of the Rule Returnable on the Petition to Strike and/or Open Judgment on the Plaintiff, Charles M. Verruggio, by general publication, on time each in The Courier Expres and the Clfd Co. Legal Journal not less than 30 days prior to June 19th, 2009, the date set for hearing of said motion in Courtroom 1 at 9:00 a.m. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Atty. Yeager	Fredric Joseph Ammerman
	<input checked="" type="checkbox"/> Rescheduling Order, this 4th day of may, 2009, Rule Returnable on the Petition to Strike and/or Open judgment filed by the Defendants is rescheduled for the 19th day of June, 2009, at 9:00 a.m. in courtroom 1. by The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Atty. Yeager	Fredric Joseph Ammerman

6-16-09 Affidavit of Service

FILED

OCT 15 2007

01/10/30/11
William A. Shaw
Notary Public/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

2 CENT TO
PLFF.

CHARLES M. VERRUGGIO

Plaintiff

vs

TREASURE LAKE PROPERTY OWNERS
ASSOCIATION, INC.

and,

MATTHEW S. BEGLEY PCAM
TLPOA GENERAL MANAGER

Defendant

TYPE OF FILING: MECHANIC'S
LIEN CLAIM: Pa.R.C.P. 1650-
1661 & MECHANIC'S LIEN LAW
1963, 49 P.S. 49, §1101
et seq.

FILING NO: 2007-1667-CY

FILED ON BEHALF OF:
PLAINTIFF

FILED BY: PLAINTIFF, pro se
CHARLES M. VERRUGGIO
868 TREASURE LAKE
DuBOIS, PA 15801
(814) 771-4493

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

CHARLES M. VERRUGGIO

NO:

Plaintiff

vs

TREASURE LAKE PROPERTY OWNERS ASSOCIATION,
INC.

and

MATTHEW S. BEGLEY, PCAM
TLPOA GENERAL MANAGER

Defendant

NOTICE

This is to notify you that a Mechanic's Lien Claim has been filed against you. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this notice and Claim are served, by entering a written appearance personally or by an attorney and filing in writing with the Court your defenses or objections to this Claim set forth against you. You are warned that if you fail to do so the plaintiff, Charles M. Verruggio, will file a Civil Complaint against you in the Court of Common Pleas of Clearfield County, PA. in accordance with and pursuant to the Pa.R.C.P.: Rules 1650 through 1661, and the Mechanic's Lien Law of 1963, 49 P.S. §1101 et seq. 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
230 MARKET STREET
CLEARFIELD, PA 16830
(814) 765-2641

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

CHARLES M. VERRUGGIO

Plaintiff

vs

TREASURE LAKE PROPERTY OWNERS
ASSOCIATION, INC.

and

MATTHEW S. BEGLEY, PCAM
TLPOA GENERAL MANAGER

Defendant

TYPE OF CASE: CIVIL ACTION
FILING:
CASE NO: FILING NO:

TYPE OF PLEADING: MECHANIC'S
LIEN CLAIM AS GOVERNED BY THE
MECHANIC'S LIEN LAW OF 1963,
49 P.S. §1101 et seq. & THE
Pa.R.C.P. 1650 through 1661

AND NOW comes CHARLES M. VERRUGGIO, Plaintiff, pro se, and files
the within stated Pleading: Mechanic's Lien Claim, the facts in
support of which are as follows:

1. The plaintiff, CHARLES M. VERRUGGIO, is an adult individual, sui juris, who resides at 868 Treasure Lake, DuBois, PA 15801.
2. The Defendant, TREASURE LAKE PROPERTY OWNERS ASSOCIATION, INC. is an Association incorporated and conducting business at it's main offices located at: 13 Treasure Lake, DuBois, Clearfield County, PA. 15801.
3. The defendant, MATTHEW S. BEGLEY, PCAM, TLPOA GENERAL MANAGER, is an adult individual, who is employed by Treasure Lake Property Owners Association, Inc., as it's general manager. *Address: 13 TREASURE LK DuBois, PA 15801. emv*
4. The matter giving rise to this Claim [Mechanic's Lien], is for the Breach of both verbal and written contracts/agreements entered into between the plaintiff, Charles M. Verruggio and the defendant

Treasure Lake Property Owners Association, Inc., and it's general manager, Matthew S. Begley, on or about October 14, 2002.

5. Aforementioned Breaches were continuous from October, 14, 2002 through June 13, 2007, and were unilaterally addressed by the plaintiff, Charles M. Verruggio to TLPOA & Matthew Begley through several actions on the part of plaintiff, i.e.: certified letters, personal telephone messages, personal visits to TLPOA offices, the last of which was letter from plaintiff to defendant dated June 4, 2007, to the attention of Mr. Begley. Certified U.S. Postal Receipt No: 7006 2760 0001 8116 1905 and letter more accurately described in Exhibit No: One (1), attached hereto and incorporated as though the same were set forth fully herein.

[NOTE: TLPOA and it's agent, Matthew have at no time responded to any request made by plaintiff to resolve this matter in an amicable manner to avoid civil litigation].

6. The plaintiff, on June 13, 2007 posted the Preliminary Notice of Intention to File Claim: Mechanic's Lien, against the following Building and Premises:

Lot 687, Section 19, Cayman Landing Sub-Division, Treasure Lake, DuBois, PA 15801, which said property is recorded at the Recorder of Deeds Office in the Clearfield County Courthouse, Clearfield, PA 16830.

Notice of the posting and a copy of the Notice was also sent to TLPOA, 13 Treasure Lake, DuBois, PA 15801 by Certified Mail, Receipt NO: 7006 2760 0001 8116 2469, and received by TLPOA on June 15, 2007. Said Notice and Receipt more accurately described in Exhibit "E", attached hereto and incorporated as though the same were set forth fully herein. (Affidavit of Service included)

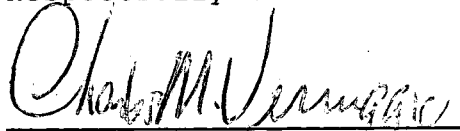
7. The plaintiff, on October 9, 2007, posted Notice, Mechanic's Lien Claim against the following Building and Premises:

Lot 687, Section 19, Cayman Landing Campground Sub-Division
Treasure Lake, DuBois, PA 15801, which said property is recorded
at the Recorder of Deeds and Records Office in the Clearfield
County Courthouse, Clearfield, PA 16830.

A copy of the Notice and Affidavit of Formal Notice was also sent
to TLPOA, 13 Treasure Lake, DuBois, PA 15801 by Certified Mail,
Receipt NO: 7006 2150 0003 6813 2932. Said receipt, Notice and
Affidavit more accurately described in Exhibit "2", attached hereto
and incorporated as though the same were set forth fully herein.

[NOTE: The plaintiff's Mechanic's Lien Claim, Exhibit # "2",
contains exhibits marked "A" through "E", more accurately described
and incorporated as though the same were set forth fully herein].

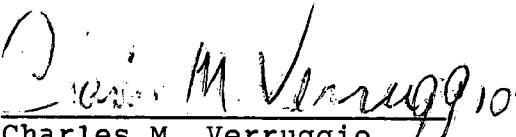
Respectfully submitted



Charles M. Verruggio
868 Treasure Lake
DuBois, PA 15801
(814) 771-4493

VERIFICATION

I, Charles M. Verruggio, Plaintiff, pro se, in this action, Mechanic's Lien Claim, do hereby verify that all of the foregoing facts set forth in this Claim are true and correct to the best of my knowledge, information and belief. Further, I make this verification with knowledge and understanding of the provisions of 18 Pa. C.S.A. §4904 (Unsworn Falsification to Authorities).


Charles M. Verruggio
Plaintiff, pro se

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY

PENNSYLVANIA

CHARLES M. VERRUGGIO

Plaintiff

CIVIL ACTION: MECHANIC'S
LIEN CLAIM FILING

vs

NO:

TREASURE LAKE PROPERTY OWNERS
ASSOCIATION, INC.

and

MATTHEW S. BEGLEY, PCAM
TLPOA GENERAL MANAGER

Defendant

CERTIFICATE OF SERVICE

I, Charles M. Verruggio, plaintiff, pro se, in the above referenced
Mechanic's Lien Claim, do hereby certify that on the 15 day of
October, 2007, I served a copy of the same, by mailing same via
First Class Mail, postage prepaid to the following:

Treasure Lake Property Owners
Association, Inc.

13 Treasure Lake
DuBois, PA 15801

DATED: OCTOBER 15, 2007

Charles M. Verruggio
868 Treasure Lake
DuBois, PA 15801

Treasure Lake P.O.A, Inc.
13 Treasure Lake
DuBois, PA 15801

JUNE 4, 2007

ATTN: Matt Begley

Re: Lot 50, Section 8A,
Five Fathoms Road; Lot 687
Section 19, Cayman Landing
Subdivision; UDI Lot 833-975
& 1075-1311, Cayman Landing

Dear Mr. Begley:

This letter is a recapitulation of the unilateral events that have taken place with reference to the above-mentioned Treasure Lake Lots since September, 2002, as follows:

1. In September, 2002, Evelyn Verruggio Orlando and I, Charles M. Verruggio, entered into negotiations with TLPOA, and you, Matt Begley, as their representative, to purchase Lot 687, Section 19 in Cayman Landing Subdivision of Treasure Lake.

2. At that time I owned Lot 50-8A and UDI Lots 833-975 & 1075-1311.

3. Through Two (2) scheduled meetings between Ms. Orlando, you and I, the following matters/issues were resolved:

(a) you informed us that to execute the purchase transaction either an outright purchase price, (which I believe at that time was \$2,000.00), was necessary, or in the alternative; either of the presently owned properties by me in addition to a \$500.00 consideration for Lot 687 was necessary.

(b) I chose to trade a property and furnish the \$500.00.

(c) you informed me that the TLPOA attorney would prepare the new deeds and that the transaction could be handled through the U.S. Mail Services, to which information we agreed was an appropriate manner in which to conduct the purchase/trade.

(d) you directed your assistant to supply us with the necessary Cayman Landing Lot Improvement Forms for the proposed addition at Lot 687 Cayman Landing, which I completed and returned to TLPOA on October 14, 2002.

(e) at the meeting I inquired concerning the activation of the electric service to Lot 687 Cayman Landing. You acknowledged, understood, agreed it should be activated and consenting gave me the name of the electric service: United Electric Cooperative, to which service company I activated account number 5500226300 and service has been continuous and uninterrupted since October, 2002.

(f) regarding the water supply to Lot 687 Cayman Landing, you instructed me to contact the Cayman Landing/Treasure Lake maintenance

CLAIMANT
- EXHIBIT "1"

crew for the purpose of activating the water supply, which contact was made and activation continuous and uninterrupted since October, 2002.

(g) you acknowledged, agreed to, understood and consented to the transfer of my RV, boat and vehicle from my UDI LOT to the new Lot 687 giving me consent to begin clearing said lot in preparation of the new addition, as contemporaneously the new deeds were being prepared for the agreed upon trade, and also understanding, agreeing to, I performed those tasks as per our agreement.

(h) the new deed to Lot 687 Cayman Landing being prepared by TLPOA attorney, was to reflect the new owners, (as did the United Electric Service Account), as follows: Charles Verruggio, Evelyn V. Orlando, & Phyllis Verruggio.

Subsequent to our initial meetings regarding the aforementioned terms conditions tasks and promises made between TLPOA and you as their agent, Evelyn V. Orlando and myself, Charles Verruggio, I sent you a letter of concern dated February 12, 2003. Said letter was sent Four (4) months after you had committed to the above stated paragraph Three (3), a through h.

Since our initial meetings in September/October, 2002, you have chosen to disassociate yourself from the trade agreement we entered into and unexplained you have summarily disregarded, ignored, dismissed, evaded, neglected and virtually abandoned your responsibility, commitment and duty as an agent of TLPOA , to its members to which you have failed to be accountable. You have not once responded to any phone communication from me to you; to any personal visit made by me to TLPOA offices, nor any of the not less than Five (5) attempts through the U.S. Mail, to resolve this long over-due, convoluted matter which began in 2002.

Parenthetically, I find it quite curious that you did, in fact, respond promptly to Shelley Hayton, in your letter dated May 31, 2007, RE: Charles Verruggio, as follows:

(a) on 1-25-07 RE/MAX by agent Shelley Hayton entered into a Listing Contract (Exclusive) with me for Lot 50-8A T.L.

(b) previously, in June, 2006, Shelley Hayton and I entered into discussions regarding Lot 687 Cayman Landing. She presented me with listings of comparable property in Cayman.

(c) on 1-25-07, when we signed the listing contract, Ms. Hayton informed me she was privy to the trade agreement entered into in 2002 between you and I, and she suggested she speak with you regarding the same. I gave Ms. Hayton a copy of the letter I sent to you dated 2-12-03 along with a copy of the cashier's check made out to TLPOA, noted for LOT # 687, in the amount of \$500.00. She was to bring it to you in hopes of resolving this Six (6) year matter. Four (4) months later, after complete non-communication between Ms. Hayton and myself, I sent Ms. Hayton a letter dated May 25, 2007, stating my concerns, i.e.: no sign on property 'for sale'; no contact for four months; and most egregious, she failed to return the copies of the documents I had given to her.

CHIMANT
- Exhibit "1"

She responded in a letter dated May 29, 2007, which letter in reference to the documents she showed you, states the following:

"I DID TALK TO MATT BEGLEY RIGHT AFTER OUR MEETING, AS YOU GOT NO ANSWERS NEITHER DID WE. THE CAYMAN LANDING PROPERTY IS A REAL PROBLEM FOR YOU AND I DO NOT KNOW WHAT YOU SHOULD DO. AS FOR THE PAPERS YOU LEFT HERE WE MAILED THEM BACK TO YOU RIGHT AFTER WE SPOKE TO MATT"

My questions to you are as follows:

(a) How is it possible that Ms. Hayton, after one (1) conversation with you becomes aware that Cayman Landing Lot 687; 'is a real problem for me', when after Six (6) years of unilateral attempts to resolve a simple trade agreement transaction on the part of this member, has failed to inform him, in any manner whatsoever of any 'real problem'.

(b) what discussion took place and what property owned by me was the topic disclosed to Ms. Hayton at the meeting you refer to in letter dated May 31, 2007.

Since our mutual consent and agreement made in September/October, 2002 relevant to the trade/purchase of Lot 687 Cayman Landing the following improvements have been performed by me at the Lot, to which improvements TLPOA and you, Mr. Begley, have been aware of, informed by me of the same, have been addressed at the Cayman Landing Campground Office to which they also are aware of, they are as follows:

(a) Lot clearing to receive RV

(b) Landscaping: i.e.: tree planting, fruit trees, colorado blue spruce, birch and other trees from the Arbor Day Foundation, lilac bushes, lavender shrubs, perennial flowers; roses, tiger lilies, iris, wildflowers, tulips, azaelas, herb gardens, rhoddendrens, and more, in excess of \$4,200.00

(c) Yard furniture & fencing, approximately \$1,500.00

(d) an addition construction to lot 687 pursuant to the Lot Improvement schedule, drawings, material lists, all in accordance to local ordinance/specification and TLPOA & C.L. Subdivision regulations which Lot Improvement Forms were submitted and accepted by TLPOA on 10-14-02, @ an estimated cost in excess of \$18,000.00.

As stated above, all improvements are in compliance to all the requirements of all authorities, and they have been recorded on video-audio camcorder tapes.

[Note: In contrast to various and numerous violations throughout the Cayman Landing Subdivision to its Declaration of Restrictions and local ordinance regulations; Lot 687 Cayman Landing is in complete compliance. Certainly, it would be an unpleasant and needless packet of problems should it become necessary to investigate such concerns].

CLAIMANT
Exhibit "1"

Further, with respect to Lot 50-8A, Five Fathoms, I have great concern for how the 2007 payment installment agreement has been handled. I paid the first payment of 188.50 with check # 1243, which was paid to you on May 31, 2007. When the marina sales clerk attempted to issue my 2007 boat stickers, she was informed by your office they hadn't received payment yet. She called the office on May 31, 2007 and again on June 1, 2007. To date, June 4, 2007, I have been denied my 2007 stickers. I fail to discern the reasons for such mis-communication.

Finally, there are several tracks we may travel to achieve a remedy and closure to this matter. The most arduous would be this:

(a) A Civil Complaint-Assumpsit/Breach of Contract pursuant to and in accordance to Pa.R.C.P. 1001.(a); 1001.(b)(1); 1001.(b)(3), filed in the Court of Common Pleas of Clearfield County. In support of which real estate statutes regarding; Conveyance, Delivery of Deed, Acceptance of Delivery, Earnest Money Provided, Possession and Rents, Effects of Contract-Interest of Buyer (equitable title, and doctrine of equitable conversion), Remedies to Buyer, Abandonment, Ratification, Requirements of Contract, Informal Contracts and Adverse Possession are among those statutes that will be addressed in the Complaint to which there is supporting evidentiary documentation.

(b) A Civil Complaint at the Magisterial District Court 46-3-01 for Breach of Contract which will cite similar statutes in support of the same.

(c) A Mechanics Lien filed against the Property located at 687 Cayman Landing, Section 19, for all improvement performed by Charles Verruggio pursuant to the 2002 Trade of Property Agreement entered into on 10-14-02, the agreement and consent and understanding of the performances by both parties regarding Lot 687.

The above remedies are the arduous, long and protracted and prohibitively expensive for all concerned, which include each and every member of TLPOA.

Obviously, and in the minds of reasonable people, the solution to this matter is simple. It is time to step up to the plate and honor and comply with the original terms, conditions, and promised made in the initial meetings between you and I in September/October 2002.

I say this to you, Mr. Begley, simply as a course we may follow with an eye focused on justice, so we may reach a fair, reasonable end to this matter.

The facts and claims I have presented all have substantial and verifiable documentation. The merits of the facts are valid, in other words, in my opinion and in a court of law, the burden of proof is overwhelmingly favorable supporting my claim.

In conclusion, to end all the consternation surrounding this matter, I suggest you engage in serious consultation with your counsel with reference to the obligations we have to one another. The preparation

CLAIMANT
- Exhibit "1"

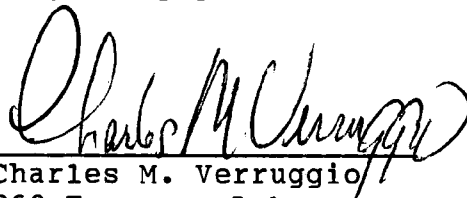
and transfer of the properties will stop substantial expense, burden and the uncertainties associated with protracted litigation. Also, it will finally put an end to this long over-due matter and confer considerable benefits to both parties, including but not limited to, avoidance of further expense, diversion of resources along with the anticipated distraction and disruption of the courts, should this matter necessitate such litigation.

I have been a member of TLPOA since November, 2001. I have complied with all of its by-laws, rules and regulations.

Please be advised that at this juncture, this letter is my final endeavor to reach an amicable resolution to this matter. If I do not here from you by Monday, June 11, 2007, it is my intention to file a Complaint in one of the jurisdictions specifically mentioned in this letter: Court of Common Pleas, Clearfield County; Magisterial District 46-3-01.

Please, Govern Yourself Accordingly.

Very truly yours,



Charles M. Verruggio
868 Treasure Lake
DuBois, PA 15801
(814) 771-4493 Phone
(570) 829-0320 Fax/Phone.

CLAIMANT
EXHIBIT "1"-

7006 2760 0001 8116 1905

U.S. POSTAL SERVICE
Domestic Return Receipt
Official Use

Postage \$ 40.00
Certified Fee \$ 2.75
Return Receipt Fee (Endorsement Required) \$ 2.15
Restricted Delivery Fee (Endorsement Required) \$ 0.00
Total Postage & Fees \$ 45.90

Postmark: DUBOIS PA 6/15/07

Send To: T.L.P.O.A.
Street, Apt. No., or PO Box No. 13 TREASURE LK
City, State, Zip+4 DuBois PA

PS Form 3811, February 2004

SENDER: COMPLETE THIS SECTION

1. Article Addressed to:
T.L.P.O.A.
13 TREASURE LK
DuBois, PA 15801

2. Article Number
(Transfer from service label)
7006 2760 0001 8116 1905

PS Form 3811, February 2004

RECIPIENT: COMPLETE THIS SECTION

A. Signature
Nancy Gordon

B. Received by (Printed Name)
Nancy Gordon

C. Date of Delivery
6/5/07

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

102595-02-M-1540

EXHIBIT "I" -

**NOTICE
MECHANIC'S LIEN
49 p.s. 53-FORM
TWO-(2)**

Claim of contractor, Charles M. Verruggio against owner or
reputed owner: Treasure Lake Property Owners Association, Inc.,
13 Treasure Lake
DuBois, PA 15801,

and

Treasure Lake P.O.A. representative;

Matthew S. Begley, PCAM
TLPOA General Manager;

The following property is the subject of Mechanic's Lien:

SECTION NINETEEN (19), LOT SIX-EIGHTY-SEVEN (687), located in
the Cayman Landing Campground Sub-Division of Treasure Lake, and
recorded in the Clearfield County Courthouse Recorder of Deeds
Office, Clearfield, PA 16830.

STATEMENT OF MECHANIC'S LIEN :

I, CHARLES M. VERRUGGIO, contractor and builder of Hearth and
Home Builders, file this Mechanic's Lien pursuant to the Mechanic's
Lien Act of 1901, as amended, 49 P.S. 1et seq., against the building
and premises herein described and the curtilage appurtenant thereto,
for the payment of: TWENTY-THREE THOUSAND FIVE HUNDRED DOLLARS,
(\$23,500), plus legal expenses, together with interest from October
14, 2002, due said builder for the construction of the acknowledged,
consented to, approved by TLPOA, general manager, Matthew Begley,
Addition to the above-referenced property; Lot 687 Cayman Landing
Campground, Section 19, through the;

CAYMAN LANDING LOT IMPROVEMENT REQUEST, dated October 14, 2002,

- CLAIMANT
EXHIBIT "2"

Request Application more accurately described in Exhibit "A",
attached hereto as though the same were set forth fully herein.

The following is a statement of builders CLAIM:

1. The Claimant is Charles M. Verruggio,
868 Treasure Lake, DuBois, PA 15801.
2. The Owner or reputed owner of the premises and building against
which this Mechanic's Lien is filed is: Treasure Lake Property
Owners Association, Inc., 13 Treasure Lake, Dubois, PA 15801.
3. The contractor/builder for the construction of said Addition
to Lot 687 Cayman Landing, Section 19, pursuant to both a written
and verbal Contract with the Owner, TLPOA herein is called,
"contractor".
4. The Claim is for the labor and materials and all other applicable
expenditures furnished under the contracts entered into between the
owner and the claimant on October 14, 2002.
5. The sum of TWENTY-THREE THOUSAND FIVE HUNDRED DOLLARS (\$23,500),
plus legal expenses together with interest from October 14, 2002,
is due the claimant/contractor on the contracts with the owner for
the following:

(a) Permanent Addition to Lot 687 Cayman Landing: [350 sq. ft. @ \$50 sq. ft.]	\$17,500.00
(b) Permanent deck, railings steps, pickets, porch roofing to addition, (landscaping), [300 sq. ft. @ \$20 sq. ft.]	6,000.00
Total	<u>\$23,500.00</u>

[See Exhibit "A"].

6. The construction work/labor/materials averred in paragraph Five
§5 were performed and/or furnished from October 14, 2002 through
June 13, 2007. See the following Exhibits:

- (a) Exhibit "A"
- (b) Exhibit "B", letter dated 02-12-03, from claimant-

CLAIMANT
EXHIBIT "2"

contractor, Charles M. Verruggio, to Matt Begley.

(c) letter dated Oct 11, 2005 (Exhibit "C"), from claimant-contractor to T.L.P.O.A. & Cayman Landing; Re: Transfer of Properties.

(d) Exhibit "D", letter dated November 1, 2005 to Treasure Lake Administration, Re: letter dated 10/11/05, Transfer lot 50 for lot 687 Cayman Landing.

(e) Exhibit "E", Affidavit of Service of Intention to File Claim; posted and served to T.L.P.O.A. and Matt Begley on June 13, 2007, which affidavit describes the nature of the breaches of the Contracts herein referred to as the causes for said Mechanic's Lien.

7. The construction, work performed, labor and material furnished were performed/furnished to the above-referenced piece of property described as: All that certain piece of property located at: Lot 687, Section 19 in the Cayman Landing Campground, Sub-Division of Treasure Lake, DuBois, PA 15801, in Sandy Township, Clearfield County, Pennsylvania, and recorded in the Recorder of Deeds Office, Clearfield County Courthouse, Clearfield, PA 16830.

8. Verified notice of Claimant's Intention to File a Mechanic's Lien Claim against the building and land was served upon the owner in accordance with the Mechanic's Lien Law, Act of August 24, 1963 PL 1175, NO:475 & Pennsylvania Rules of Civil Procedure, Actions Upon Mechanic's Liens Rule NOS: 1651 through 1661, on June 13, 2007, by posting the same upon said premises, [Preliminary Notice].

9. Verification Notice of claimant's intention to file a Mechanic's Lien Claim against the building and land was served upon the owner in accordance with the Mechanic's Lien Act of 1901, 8, 49 P.S. 101, by posting the Notice upon the herein described property located at:

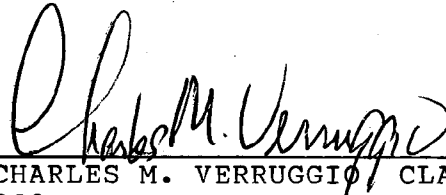
CLAIMANT
EXHIBIT "2"

LOT 687, SECTION 19, CAYMAN LANDING CAMPGROUND SUB-DIVISION OF
TREASURE LAKE, DuBOIS, PA 15801; and also by serving the same

Notice to the owner at:

Treasure Lake Property Owners Association
13 Treasure Lake
DuBois, PA 15801, by Certified Return

Receipt Mail Service.

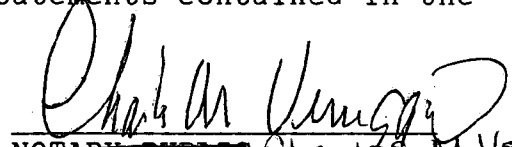


CHARLES M. VERRUGGIO CLAIMANT
868 Treasure Lake
DuBois, PA 15801
(814) 771-4493

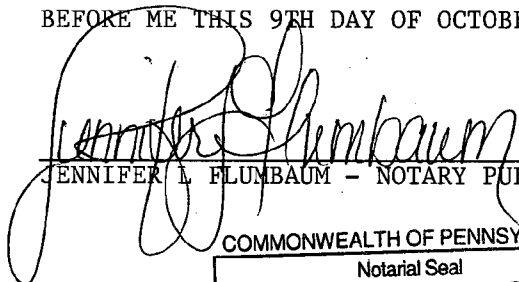
COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

I, CHARLES M. VERRUGGIO, being duly sworn according to law, deposes
and says that I am the above-named Claimant, that I am familiar
with the facts contained in the foregoing Mechanic's Lien as above-
stated, and that all of the above statements contained in the
foregoing notice are Just and True.

10/09/07
DATE


NOTARY PUBLIC Charles M Verruggio

CHARLES M VERRUGGIO SUBSCRIBED & SWORN TO
BEFORE ME THIS 9TH DAY OF OCTOBER 2007.


JENNIFER L. FLUMBAUM - NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Jennifer L. Flumbaum, Notary Public
Sandy Twp., Clearfield County
My Commission Expires Feb. 5, 2009
Member, Pennsylvania Association of Notaries

CLAIMANT
EXHIBIT "2"

AFFIDAVIT OF SERVICE OF FORMAL NOTICE OF INTENTION
TO FILE CLAIM

CHARLES M. VERRUGGIO, CLAIMANT

vs.

TREASURE LAKE PROPERTY OWNERS ASSOCIATION, INC., OWNER OR REPUTED
OWNER OF PROPERTY LOCATED AT: LOT 687 CAYMAN LANDING CAMPGROUND,
SECTION 19, SUB-DIVISION OF TREASURE LAKE, DuBOIS, PA 15801.

COMMONWEALTH OF PENNSYLVANIA
CLEARFIELD COUNTY:

I, CHARLES M. VERRUGGIO, being duly sworn according to law, deposes
and says that I served the Notice, a true and correct copy whereof
is hereto attached, upon Treasure Lake Property Owners Association,
Inc., and it's representative, Matthew Begley, the owner of the Lot 687
and building therein described on October 9 2007

at about 3:15 O'Clock PM., by posting the same on the main entrance
door to Lot 687, Section 19, Cayman Landing Campground; and also
by certified return receipt mail service to said owners at:

TLPOA
13 Treasure Lake
DuBois, PA 15801

Oct 9, 2007

DATE

Jennifer L. Flumbaum
NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Jennifer L. Flumbaum, Notary Public
Sandy Twp., Clearfield County
My Commission Expires Feb. 5, 2009

Member, Pennsylvania Association of Notaries

Charles M. Verruggio
CHARLES M. VERRUGGIO, CLAIMANT

COMMONWEALTH OF PENNSYLVANIA)

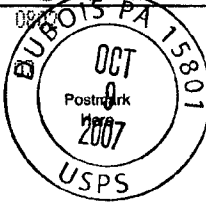
)SS

COUNTY OF CLEARFIELD)

CHARLES M VERRUGGIO SUBSCRIBED & SWORN TO
BEFORE ME THIS 9TH DAY OF OCTOBER 2007.

**CLAIMANT
EXHIBIT "2"**

2932 2413 9000 9192 2622

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 BOIS, PA 15801	
OFFICIAL USE	
Postage	\$ 1.48
Certified Fee	\$ 2.65
Return Receipt Fee (Endorsement Required)	\$ 2.15
Restricted Delivery Fee (Endorsement Required)	\$ 0.00
Total Postage & Fees	\$ 6.28
	
10/09/2007	
Sent To <u>TCPDA</u>	
Street, Apt. No., or PO Box No. <u>13 TREASURES LK</u>	
City, State, ZIP+4 <u>DuBois 15801</u>	
PS Form 3800, August 2006 See Reverse for Instructions	

CLAIMANT
Exhibit "2"

CAYMAN LANDING LOT IMPROVEMENT REQUEST

DATE 10-14-02

PROPERTY OWNER'S NAME CHARLES/PHYLLIS VERRUGGIO


LOT 687

HOME ADDRESS 868 TREASURE LAKE

Du Bois PA 15601

TELEPHONE 570 239 8111 (CELL)

814 642 5074

REQUESTED IMPROVEMENTS: Addition (12'x20'), Roof overhang to
Accomodate Camper (22'x20') , 8'x12' DECK, 8'x10' SHED,
20'x12' Pavilion Boat Storage, 8'x12' SCREENED Porch

REASON: SEASONAL LIVING Quarters

Show on the attached form a detailed plan of your lot indicating all improvements to be made showing it in relation to **lot boundaries** - be sure to **include the lot dimensions, trailer dimensions, and any other dimensions** with regard to the improvements you request. You must show dimension from lot lines of your trailer, shed, or any other requested improvement.

PERMIT FEES: TRAILER PLACEMENT \$30.00
SHEDS, DECKS, SCREENED PORCHES, ROOF OR AWNING \$10.00

PERMIT FEE MUST BE ATTACHED TO THIS REQUEST FORM.

PROPERTY CONTROL COMMITTEE NORMALLY MEETS THE 2ND AND 4TH WEDNESDAY EVENING OF EACH MONTH. APPLICATION SUBMISSION DEADLINE: CLOSE OF BUSINESS FRIDAY PRIOR TO THE WEDNESDAY MEETING. ATTENDANCE OF PROPERTY OWNER IS NOT REQUIRED AT THE MEETING.

☐ Please mail the permit
☒ I will pick up the permit at the POA building

revised 8/2/02

CLAIMANT
EXHIBIT "A"

12
28
96

24
16/33'6

32
11
12x16/144
144

28
10
10
21
21
62

P
20
60

560

20
20
400
32
80

2
20
20
40
160
80

18
18
36

- 22 - 2x6x12' Joists
- 17 2x6x12' Plate/Frames
- 17 2x6x12' SILL Plate
- 11 1/2" CDX Plywood Floor-subfloor

Insulation/
Piers-upright Anc.
Transit

WALLS:

- 2x4x8 Precut - 65 - 65 -
- 2x4x12' Plate - 25 - 25 40
- 2x4x8' Jacks/Partitions - 25 -
Doors/windows
- 20 - 4x8 OSB walls 1/16

6
12815

4
7128

uprights Foundation Piers:

- X 12-bags Sacrete Concrete mix X
- X 12-12" cylinders Pier Forms 2' Deep X
- 2 - 6x6x12' uprights X

Set
20x10

Roof

~~26-2x6x12 @ 16" oc~~

- 36 - 2x8x12' RAFTER/Fly with 12" overhang @ 16" oc X
- 8 - 2x8x10' COLLAR TIE X
- 2 2x8x20'
- X 5 - 4x4x10' upright Post - Receive Roof FASIA BOARD FOR CAMPER RA X

16/- 2x4x12
32 - 2x6x10

~~RAFTER/FLY~~

- 15 - 4x8 OSB Roof 1/16
- 5 Shingles -
- 8 1x10x12' Fascia Board
- 3 2x8x12 Ridge board

12x8 ROOF:

- (15) 2x6x12' Rafter
- 1 - 2x6x8' Ridge
- 1 Shingle
- 1 - 1x10x8' Fascia
- 2 Roll felt 15lb

- Interior partitions X 80 2x4 precut
- 15 2x4x8'
- 15 2x4x12'
- Nails 10p
6p
- stain

CLAIMANT
EXHIBIT "A"

39-2x6x8' Deck 3.61
 39-2x8x12' Rafters 7.15
 8-2x8x10' Collar Ties 4.81
 2-2x8x16' Camper Roof Plate 10.46
 46-4x8 oib 7/16 6.02
 2-2x10x12' 9.30
 2-2x12x12' 12.16
 164 Pickets
 9-1x10x12' Fasun
 145 premt 8' 1.90
 40-2x4x12' 3.34
 40 2x4x8' 2.35

Pressure Treated Lumber
~~4-4x4x8' Piers~~
 8-4x4x12' Camper Roof 7.39
 2-4x6x12' Foundation 16.02 2x12

masonry
 12 Bags Concrete
 12-2' cylind

32
 112 39 39
 32 40 8
 156 1560 312 14
 312 50 8
 40 6 112
 22 300 300
 20 25 350 16
 165 45 1400 40
 300 30 40 640 240
 140 40
 100 22.5 640.0
 675

Shingles
 60
 2 Rodh Felt 15.11

144 6400' R19
 350 6720' R30

Nails
 10p - Roofing 12
 6p - Deck Rnly

Stain

Space heaters

Electric

Plumbing

Doors

Windows

6' Sliders

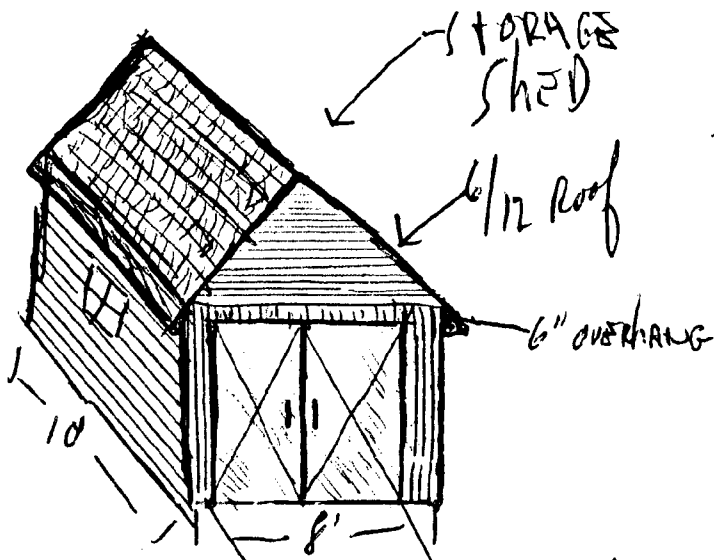
250 40
 10000
 1769 Lumber 8.144
 230 Shingles/Felt 35
 500 Insulation 6
 120 Cement 21.0
 2619

78 1 - Windows
 Sliders-Doors
 3400
 100 Nails
 500 Siding Exterior/Stain
 4000

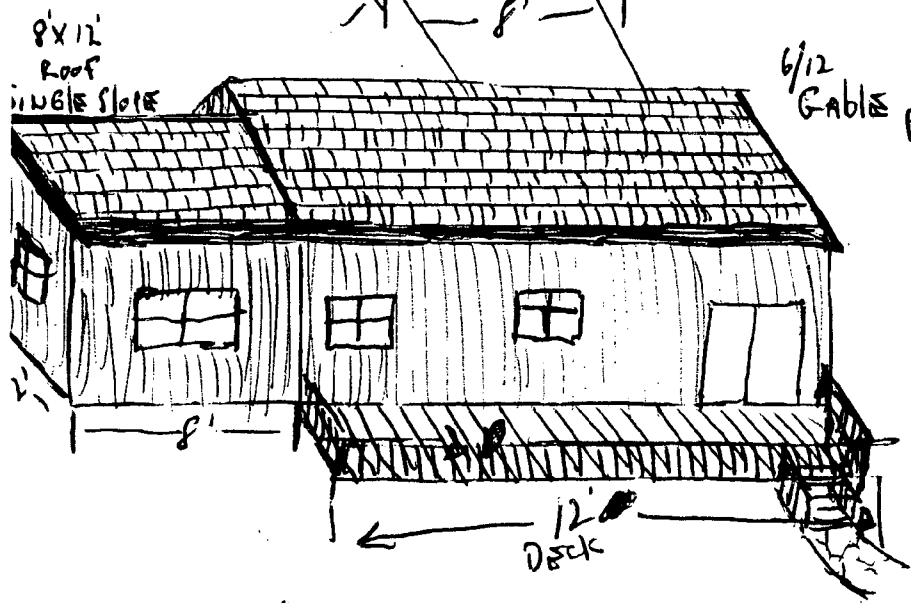
12
 450
 200
 8000
 28
 354
 312

50

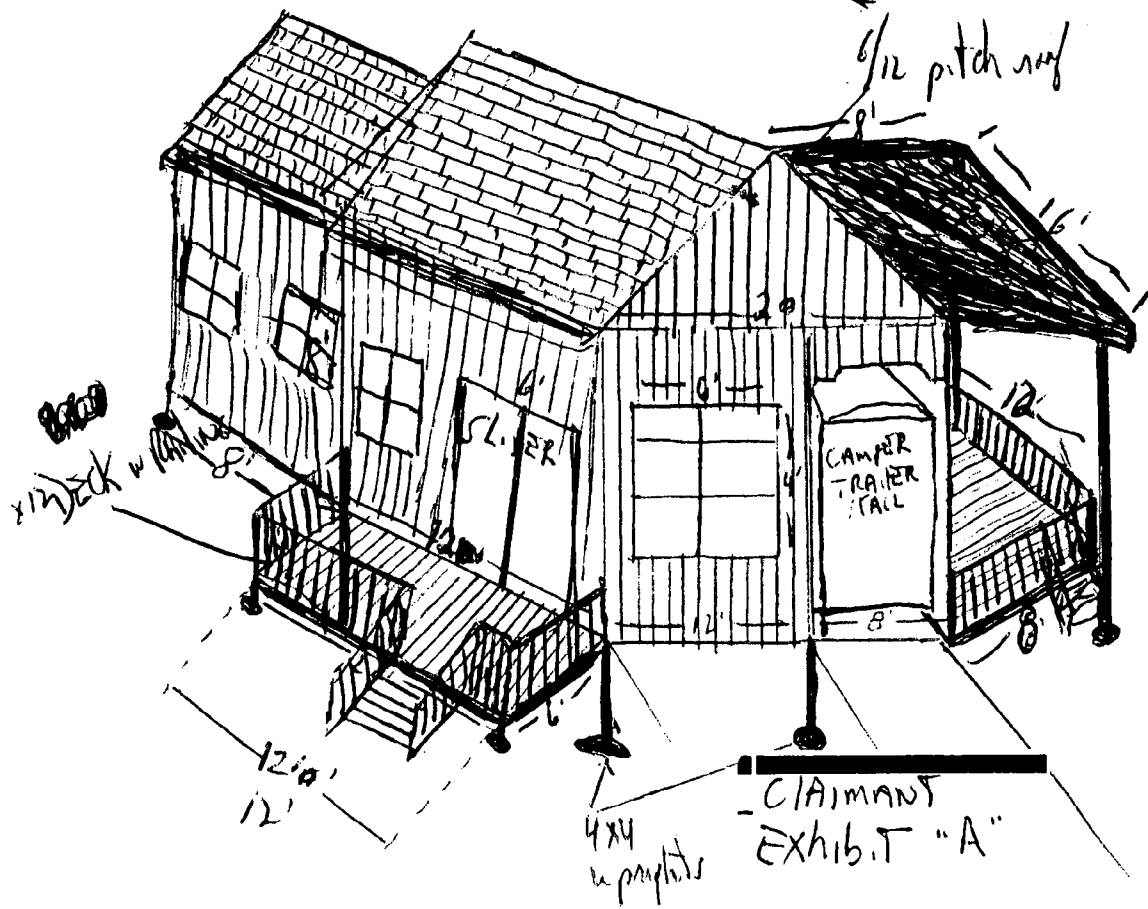
CLAIMANTS
 EXHIBIT "A"



CLAPBOARD
SHIPLAP or
LOG SIDING
SIMILATED



6/12
GABLE 20x20'
ROOF



CLAIMANT
EXHIBIT "A"

MATERIALS

20x28

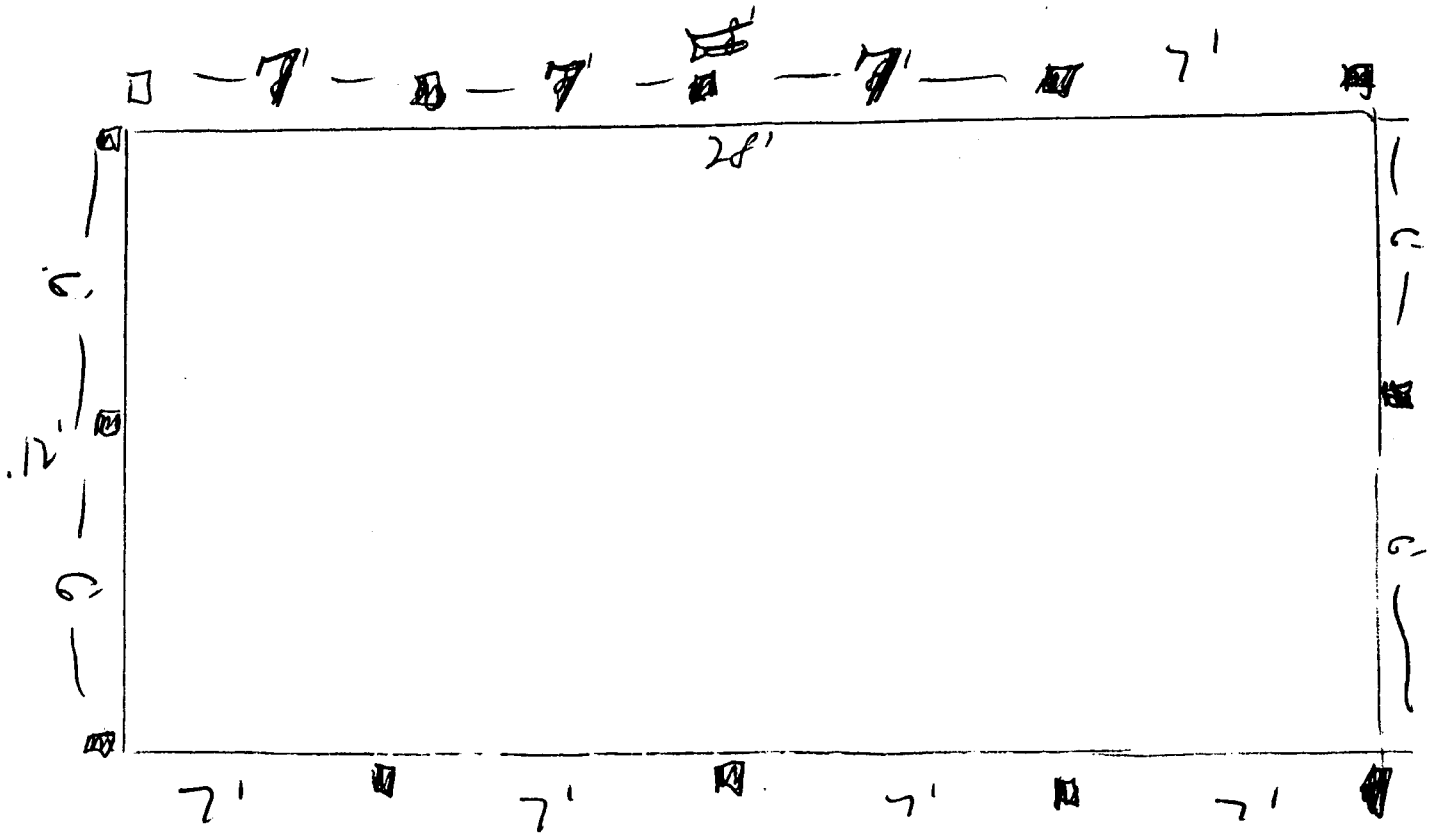
$$\begin{array}{r} 20 \\ 5600 \\ \hline \end{array}$$

20x28 Roof 6/12 pitch

12x28 Addition

20x6 Deck (Floor)

20x6 Deck/w (Roof = 8'x20')



Concrete Piers

Addition

7' ϕ = 12 Piers = 12" cylinders 24" deep

CLAIMANT
EXHIBIT "A"

60
 180
 240
 50
 30
 460
 20
 25
 165
 60
 300
 120
 80

30
 40
 40
 110

2x4 =

56
 12
 112
 842
 16/672
 64
 32
 10

11 67 34' 18'
 12 72' 3 24 @ 3'
 11 16 80'
 12 16
 12 12
 15 - 2x4 x 12
 15 - 2x4 x 8'

42
 10
 42
 94

Deck material list

1770
 110
 4880
 60
 60
 300
 400
 100
 800 o/wind
 3600

8x24
 12
 48
 248
 161288
 16
 128
 128

uprights 6-4x4 x 12'
 Joists - 20-2x6 x 8'
 Plymtr Plate 4-2x6 x 12'
 4-2x6 x 8'
 Railing 14-2x6 x 8'
 Steps
 Treads 2 2x10 x 12'
 Hanger
 Pickets @ 6" oc - 164
 Nails

24
 24
 40
 55

STAIN 32 - 5/4 Decking

Insulation

14
 8
 112

12 28
 28
 56
 28
 336
 10
 3360

336
 15
 1680
 336
 5040

24
 28
 192
 48
 672

2
 56
 24
 80
 640
 672
 1312

- CLAIMANT
 EXHIBIT "A"

Matt Begley
T.L.P.O.A.
Treasure Lake
DuBois, PA 15801
(814) 371-0711

02-12-03

Matt Begley:

This letter is in reference to the deed preparation initiated by T.L.P.O.A. and me in November, 2002.

To refresh your memory:

I was trading my property, Lot 50, located in the Barbadu section 8A, on 5 Fathoms Road, Treasure Lake, DuBois, PA 15801. The property I was to receive was Lot 687 located in Cayman Landing, Treasure Lake, DuBois, PA 15801. The deed preparation was begun and the following names were to be placed on the new deed:

Charles M. Verruggio
Evelyn Orlando Verruggio
Phyllis Verruggio

During our initial meeting you indicated to me I could move my camper, boat and vehicles to Lot 687. You also said I could activate the electric service and water supply to Lot 687.

T.L.P.O.A. maintenance crew turned the water supply on.

I activated the electric meter:

United Electric Cooperation, Inc.
P.O. Box 588
DuBois, PA 15801
(888) 591-8969

Account # 5500226300 in the names of: Charles Verruggio
Evelyn Verruggio
Phyllis Verruggio (copy enclosed)

Treasure Lake Property Owners Association approved the transaction and transfer of the properties.

You informed me the T.L.P.O.A. attorney was preparing the deeds and the matter could be handled through the mail services.

The transfer of properties was to include the following:

Lot 50, section 8A plus \$500.00 (five hundred dollars) for Lot 687, Cayman Landing, T.Lk.

Enclosed is a copy of cashier's check # 297764190 \$700, for the proposed transaction.

CLAIMANT
EXHIBIT "B" -

To date, 2-12-03, I have not received any documents. I have made numerous phone calls. I have left numerous messages. I have stopped at T.L.P.O.A. administration offices to speak with you. All, to no avail.

I am in a quandry over this matter.

I have the permit forms filled out waiting for permit approval. I have prepared plot plans showing the proposed improvements to lot 687. I have moved the camper, boat and vehicles to the property. I have gotten estimate for the addition. I have cleared the property. The electric service and water supply is activated.

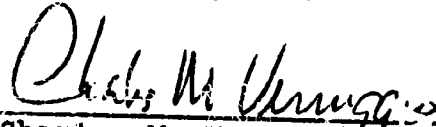
At your earliest convenience, please contact me so we may complete the trans and I can begin construction on the addition to lot 687.

I can be reached at the following address:

Charles M. Verruggio
C/O Phyllis Verruggio
1485 Montego, Apt. 309
Walnut Creek, CA 94598
(925) 256-4465
(570) 239-8111

Thank you for your anticipated cooperation in this matter.

Very truly yours,


Charles M. Verruggio

CLAIMANT
EXHIBIT "B"

T.L.P.O.A. & CAYMAN LANDINGS:

OCT. 11, 2005

RE: TRANSFER OF PROPERTIES:
LOT 50 SECTION 8A TRASP. LK / LOT 687
CAYMAN LANDINGS; INITIATED NOV, 2002

Enclosed you will find the following documents:

1. DEED to LOT 50 SECTION 8A "Beebuba" TRASP. LK Subdivision
RECORDED NOV. 19, 2001
2. DEED to LOT 50, SECTION 8A "Beebuba" RECORDED NOV. 25, 2003
3. DEED to INTEREST in LOTS 838-975 & 1075-1311 PHASE ONE CAYMAN
LANDINGS UDI #27
4. TITLE to 1976 WICKES CAMPER (located on UDI LOT 855
at time of TRANSFER to LOT 687; NOV 2002.
5. CAYMAN LANDINGS LOT IMPROVEMENT REQUEST DATED 10-14-02
6. REGISTRATION to 1993 CARLITE 5th WHEEL 34
7. TRAVEL TRAILER H.O. Policy 077-0019971899
8. UNITED Electric Coop., Inc. ACCT to LOT/Map # C11075-S 687
ACTIVATED 10-02 #5500226300
9. LETTER to MATT BEGLEY
10. LETTER FROM T.L.P.O.A. RE: SECTION 19, LOT 687
11. COPY of CASHIER'S CHECK # 68001 to T.L.P.O.A. in the amount
of \$20.00 FOR LOT 687 TRANSFER

I AM WRITING THIS AFTER I RECEIVED A PHONE MESSAGE INDICATING
THAT THERE WAS NO NOTICABLE PERMIT FOR THE ADDITION AND FURTHERMORE,
THAT LOT 687 WAS STILL NOT TRANSFERRED BUT RATHER LOT 687
WAS STILL IN THE NAME OF THE TRASP. LK

CAYMAN
EXHIBIT "C"

57
19
4
0
THE MATTER, AFTER YEARS, FROM OCT. 2002 THROUGH OCTOBER, 2005
STILL REMAINS UNRESOLVED.

FOR THE ENTIRE TERM I HAVE BEEN WAITING FOR MATT BEEBY TO
HONOR WHAT WE DISCUSSED REGARDING THE TRANSFER OF PROPERTIES
MENTIONED ABOVE: LOT 50 SECTION 8A PLUS \$00 FOR LOT 687)
SECTION 19 CAYMAN LANDING. (AS HE SAID THE LAWYER WAS PREPARING THE DEEDS)
I HAVE BEEN PAYING TAXES & OTHER CHARGES FOR THE LOT 50 SECTION
8A FOR THE ENTIRE TERM OCT 2002 - OCT 2005.

I COMPLIED WITH LETTER FROM CAYMAN LANDING TO REMOVE ONE CAMPER
SINCE I HAVE CONSTRUCTED THE ADDITION TO ACCOMMODATE THE 1993
CARLISLE 5TH WHEEL I REMOVED THE 1976 WICKES CAMPER.
HOWEVER, I AM OBLIGED TO REMOVE THE 5TH WHEEL FOR 3 MONTHS &
I HAVE RE-INSTATED, TEMPORARILY, THE 1976 WICKES IN ITS PLACE.

PLEASE NOTE: THE NOW DEED TRANSFER WILL NO LONGER BE DEEDED
TO: CHARLES VERRUGGIO
EVELYN VERRUGGIO
PHYLLIS VERRUGGIO BUT RATHER TO: CHARLES VERRUGGIO
JULIE ANN KELLEHER.

[PLEASE REFER TO DEED RECORDED 8/24/05]

I WOULD APPRECIATE THE COOPERATION AND COURTESY OF A TIMELY
TRANSFER AT THIS JUNCTURE. TO DATE THERE HAS BEEN QUITE
INDIFFERENCE TOWARDS THE CAYMAN LANDING PROPERTIES AND THEIR
OWNERS.

THANK YOU FOR YOUR ANTICIPATED COOPERATION IN THIS MATTER.

Chas Verruggio
CHARLES VERRUGGIO
868 TREASURE LAKE
DuBOIS, PA 15801

CLAIMANT
EXHIBIT "C" -

Treasure Lake Administration:

November 1, 2005

RE: Letter dated 10/11/05
Transfer lot 50, section 8A
for lot 687 Cayman Landing

Presently I am in Florida. I am a member of Habitat for Humanity and I am helping with the reconstruction of hurricane Wilma.

As my letter of 10/11/05 has stated, this transfer of lots is long overdue.

The property to be transferred, lot 50/section 8A is deeded to:

Charles Verruggio and Julie Ann Kelleher.

The new deed for lot 687/Cayman Landing will be deed to Charles Verruggio only and not Julie Ann Kelleher.

Please advise your attorney to send the necessary documents for signing to the following:

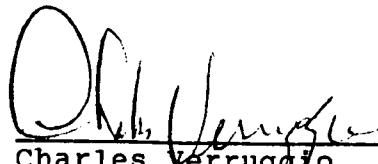
For Ms. Kelleher, send to : 1131 Gulfstream Way
Singer Island, FL 33404

For Charles Verruggio, send to: Charles Verruggio
C/O Joan Latessa
4134 Mission Bell Drive
Boynton Beach, FL 33436

This devastation left behind by the hurricanes takes precedent over this three year procrastination.

However, I am anticipating your cooperation in bringing this matter to closure.

Thank you.



Charles Verruggio

CLAIMANT
EXHIBIT "D" -

PRELIMINARY NOTICE OF INTENTION TO FILE CLAIM:

MECHANIC'S LIEN LAW, ACT OF AUGUST 24, 1963 PL 1175, NO:475
&
PENNSYLVANIA RULES OF CIVIL PROCEDURE, ACTIONS UPON MECHANIC'S LIENS
RULE #'S: 1651 THROUGH 1661

TO: TREASURE LAKE PROPERTY OWNER'S ASSOCIATION, INC.
13 TREASURE LAKE
DuBOIS, PA 15801

and

MATTHEW S. BEGLEY, PCAM
TLPOA GENERAL MANAGER:

Treasure Lake Property Owner's Association, Inc.:

NOTICE IS HEREBY GIVEN THAT A LIEN WILL BE FILED AGAINST THE
BUILDING AND PREMISES LOCATED AT:

LOT 687, SECTION 19, CAYMAN LANDING SUBDIVISION, TREASURE
LAKE, DUBOIS, PA 15801,

WHICH SAID PROPERTY IS RECORDED AT THE RECORDER OF DEEDS AND RECORDS
IN THE CLEARFIELD COUNTY COURTHOUSE, CLEARFIELD, PENNSYLVANIA:

THE CLAIM WILL BE FILED FOR THE BREACH OF BOTH VERBAL AND WRITTEN
AGREEMENTS MADE BETWEEN: TLPOA AND IT'S REPRESENTATIVE, MATT BEGLEY,
G.M. THE FOLLOWING IS A LIST OF THE MOST EGREGIOUS BREACHES,
INCLUDING, BUT NOT LIMITED TO THE FOLLOWING:

1. Breach of Verbal Agreements made between the Claimant, Charles M. Verruggio and general manager, Matt Begley in September, 2002, with relevance to said property.
2. Breach of the written; Cayman Landing Lot Improvement Form-Application submitted by the Claimant on October 14, 2002, to TLPOA.
3. Abandonment by TLPOA and it's general manager, Matt Begley, by failure to prepare and execute the Property Trade Agreement entered

CLAIMANT "E" -
EXHIBIT

into between TLPOA and Claimant for the following properties to be traded:

LOT 687, Cayman Landing Section 19 of the Subdivision, in exchange for one (1) of Two (2) properties owned by Claimant, namely, either LOT 50, Section 8A, Five Fathoms Road, Treasure Lake Subdivision, DuBois, PA 15801 or UDI LOT 27 (1/3000 833-975 & 1075-1311, of which both properties are recorded in the Clearfield County Recorder of Deeds Office, naming the Claimant as owner. In addition to the property the sum of \$500 was to be included in the trade.

4. Neglect by TLPOA & Matt Begley to perform the duties, terms, conditions and commitments entered into between the Claimant and Matt Begley, after several attempts over the course of time from September, 2002 through June 4, 2007, by telephone communication, personal visits to the TLPOA offices, correspondence through the U.S. Mail Service & Registered Return Receipt U.S. Mail Service, and further, the disregard of TLPOA's Matt Begley, having knowledge understanding, & committing and consenting to the construction of the Lot 687 Addition constructed by Claimant, Charles M. Verruggio, along with Lot 687 landscaping improvement, Matt Begley continued to honor the Agreements entered into in September, 2002.

5. Breach of Acknowledgement, Understanding, Responsibility, and Commitment to the Trade-Agreement of properties after acceptance of funds by the Claimant for said properties in his compliance to the Property Trade-Agreement.

Treasure Lake Property Owner's Association, you are the owners or the reputed owners of Lot 687, Section 19, Cayman Landing Subdivision, Treasure Lake, DuBois, PA 15801. Unless the said Property Trade-Agreement be honored and complied to in accordance to the agreements

CLAIMANT
EXHIBIT "E"

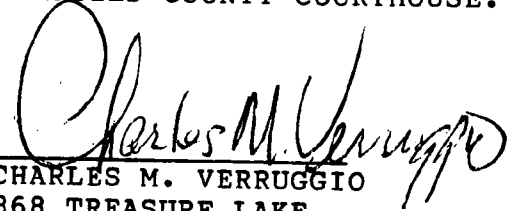
entered into in September, 2002; or, compensation made to the Claimant for his materials and labors performed at Lot 687, Section 19, Cayman Landing Subdivision, in excess of TWENTY-THREE THOUSAND FIVE HUNDRED DOLLARS (\$23,500.00):


In accordance with the provisions of the Mechanic's Lien Law Act of August 24, 1963 PL 1175, NO: 475, and pursuant to the Pa.R.C.P., Rules 1651 through 1661; it is the intention of this Claimant, Charles M. Verruggio, to commence an action against you for a Mechanic's Lien; Rule 1653(a),, at the property located at:

LOT 687, SECTION 19, CAYMAN LANDING SUBDIVISION, TREASURE LAKE, DUBOIS, PA 15801.

IF YOU DO NOT UNDERSTAND THIS NOTICE YOU SHOULD TAKE IT TO YOUR ATTORNEY IMMEDIATELY. IF YOU DO NOT HAVE AN ATTORNEY OR CANNOT AFFORD AN ATTORNEY, YOU SHOULD CONTACT THE ATTNY REFERRAL SERVICE OF PENNSYLVANIA OR THE CLEARFIELD COUNTY COURTHOUSE.

DATE: ¹³ June 14, 2007


CHARLES M. VERRUGGIO
868 TREASURE LAKE
DUBOIS, PA 15801
(814) 771-4493 Phone
(570) 829-0320 Fax/Phone


- CLAIMANT
EXHIBIT "E"

AFFIDAVIT OF SERVICE OF INTENTION TO FILE

CLAIM

CHARLES M. VERRUGGIO

Claimant

vs

TREASURE LAKE PROPERTY OWNER'S ASSOCIATION, INC., and
MATTHEW S. BEGLEY, PCAM, TLPOA GENERAL MANAGER
TO:

Owner or Reputed owner : Lot 687, Section 19, Cayman Landing
Subdivision, Treasure Lake, DuBois, PA 15801

COMMONWEALTH OF PENNSYLVANIA, :
COUNTY OF CLEARFIELD : ss.

CHARLES M. VERRUGGIO, Claimant, being duly sworn according to Law,
deposes and says;; that he served the Preliminary Notice of
Intention to File Claim, a true and correct copy whereof is hereto
attached upon Treasure Lake Property Owners Association, Inc., the
owner or reputed owner of the Lot and Building therein described on:
the 13 day of June, 2007, at 4:45 P.M. and posted the same notice at: Lot
687, Section 19, Cayman Landing Subdivision, at 4:41 P.M., on June
13, 2007. Said service sent by Certified Return Receipt Mail Service.

Charles M Verruggio 6/13/07
CHARLES M. VERRUGGIO
Claimant

STATE OF Pennsylvania
County of Clearfield
Melissa A McDonald 6/13/07
NOTARY PUBLIC

CLAIMANT
EXHIBIT 'E'

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Melissa A. McDonald, Notary Public
Sandy Twp., Clearfield County
My Commission Expires June 2, 2011
Member, Pennsylvania Association of Notaries

FILED

OCT 15 2007

William A. Shaw
Prothonotary/Clerk of Courts

no amount

in company

2

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY

PENNSYLVANIA

CHARLES M. VERRUGGIO

Plaintiff

vs

TREASURE LAKE PROPERTY OWNERS
ASSOCIATION, INC., [TLPOA]

and

MATTHEW S. BEGLEY PCAM, TLPOA
GENERAL MANAGER

Defendant

TYPE OF CASE: CIVIL ACTION:
EQUITY

CASE NO: 2007-1667-CD

FILED ON BEHALF OF:
PLAINTIFF, Pro Se,
CHARLES M. VERRUGGIO

FILED BY: PLAINTIFF, pro se
CHARLES M. VERRUGGIO
868 TREASURE LAKE
DuBOIS, PA 15801
(814) 771-4493

TYPE OF FILING: CIVIL ACTION:
COMPLAINT-EQUITY;
DEMAND FOR JUDGEMENT UPON
MECHANIC'S LIEN CLAIM FILED
OCTOBER 15, 2007; MECHANIC'S
LIEN LAW 1963, 49 P.S. §1101
et seq.:
COMPLAINT IN ACCORDANCE WITH
PENNSYLVANIA RULES OF CIVIL
PROCEDURE; RULES 1650-1661,
ACTIONS UPON MECHANICS' LIENS

FILED

JAN 09 2008

0/2146/cur
William A. Shaw

Prothonotary/Clerk of Courts

CR

2 cert to plan

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

CHARLES M. VERRUGGIO

Plaintiff

vs

CASE NO: 2007-1667-CD

TREASURE LAKE PROPERTY OWNERS
ASSOCIATION, INC., [TLPOA]

and

MATTHEW S. BEGLEY PCAM, TLPOA
GENERAL MANAGER

Defendant

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
230 Market St.
Clearfield, PA. 16830
Ph# 814-765-2641

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY

PENNSYLVANIA

CHARLES M. VERRUGGIO

Plaintiff

vs

TREASURE LAKE PROPERTY OWNERS
ASSOCIATION, INC., [TLPOA]

and

MATTHEW S. BEGLEY PCAM, TLPOA
GENERAL MANAGER

Defendant

TYPE OF CASE: CIVIL ACTION:
EQUITY-COMPLAINT, DEMAND FOR
JUDGEMENT

CASE NO: 2007-1667-CD

TYPE OF PLEADING: DEMAND FOR
JUDGEMENT UPON MECHANIC'S
LIEN FILED OCTOBER 15, 2007

COMPLAINT-DEMAND FOR JUDGEMENT

AND NOW comes Plaintiff, CHARLES M. VERRUGGIO, pro se, and files the within stated pleading: Demand for Judgement Upon Mechanic's Lien Claim Filed October 15, 2007, as governed by Mechanic's Lien Law 1963, 49 P.S. §1101 et seq.. Complaint in accordance with Pa.R.C.P., Rules 1650 through 1661, Actions Upon Mechanics' Liens, the facts in support of which are as follows:

1. The Plaintiff, CHARLES M. VERRUGGIO, pro se, is an adult individual, sui juris, who resides at 868 Treasure Lake, DuBois, PA 15801.
2. The Defendant, TREASURE LAKE PROPERTY OWNERS ASSOCIATION, INC., IS AN Association incorporated and conducting business at it's main offices located at: 13 Treasure Lake, DuBois, PA 15801.
3. The Defendant, MATTHEW S. BEGLEY, is an adult individual, employed by TLPOA, as it's General Manager located at: 13 Treasure Lake, DuBois, PA 15801.
4. The matter giving rise to this Complaint is the Breach of both verbal and written contracts/agreements entered into between plaintiff

Charles M. Verruggio and the defendant, TLPOA, Inc., and it's GM, Matthew Begley, on or about October 14, 2002.

5. The aforementioned Breaches were continuous from October 14, 2002 through June 13, 2007, and were unilaterally addressed by the plaintiff, Charles M. Verruggio to the defendant, TLPOA & Matthew Begley.

6. The endeavors to resolve the breaches by the plaintiff, i.e.: certified letters to defendant, personal visits to TLPOA offices by plaintiff, telephone messages to TLPOA offices for it's GM; throughout the plaintiff's attempts from October 14, 2002 through June 4, 2007, the defendant TLPOA and it's GM at no time, by any means of communication attempted to resolve the matter at hand, but rather they ignored, disregarded, neglected their responsibilities to the community of Treasure Lake and Cayman Landing Subdivisions and the property owners and residents of the same. In fact, for five years the defendant abandoned their duties to the constituents they vowed to represent.

7. On June 4, 2007 the plaintiff sent a Certified Return Receipt letter to TLPOA, article #7006 2760 0001 8116 1905, which letter of recapitulation reviewed 10-14-02 through 06-04-07 and stated to TLPOA that legal action would be initiated by the plaintiff if the defendant once again failed to resolve the matter of the last five years in an amicable manner. The letter is more accurately described in the plaintiff's Exhibit "I", (Mechanic's Lien Claim filed on October 15, 2007), letter at M.L.C. Exhibit #1 (one) Claimant, attached hereto as though the same were set forth fully herein.

8. Having had no response from the defendant regarding the 06-04-07 certified return receipt letter, on June 13, 2007 the plaintiff

posted: Preliminary Notice of Intention To File Claim, Mechanic's Lien Law, Act of August 24, 1963 PL 1175, NO:475 & Pa.R.C.P., Actions Upon Mechanic's Liens Rules 1651 through 1661, upon the premises located at Lot 687, Section 19, Cayman Landing Subdivision, Treasure Lake, DuBois, PA 15801. Affidavit of Service of Intention to File was also posted on June 13, 2007. Copies of the posted Notice/Affidavit were sent to defendant by Certified Return Receipt Mail, article # 7006 2760 0001 8116- 2469. Notice/Affidavit and Return Receipt more accurately described in plaintiff's Exhibit "I" at (Claimant Exhibit"E"), and attached hereto as though the same were set forth fully herein.

9. In September, 2002, plaintiff, Charles M. Verruggio, entered into negotiations with Treasure Lake Property Owners Association, Inc., and it's GM, Matthew Begley as TLPOA representative to purchase the following property located at: LOT 687, Section 19, Cayman Landing Subdivision of Treasure Lake, Clearfield County, DuBois, PA 15801.

10. The plaintiff, at the time of the negotiations and presently owns Two (2) other properties located in Treasure Lake as follows:

(a) All that certain tract of land designated as LOT NO: 50, Section 8A "Barbuda" in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Recorder Misc. Docket Map File NO: 25, recorded on November, 19, 2001 in the Clearfield County Courthouse, Recorder of Deeds Office.

⊗ (b) All that undivided 1/3000th interest in Lots 833 through 975 and 1075 through 1311, hereinafter known as Phase 1 (one) of Cayman Landing in the Cayman Section, Treasure Lake Subdivision in Sandy Township, Clearfield County, PA, recorded in the Office of the Recorder of Deeds in Misc. Map Docket File 143, Square 94.

Plaintiff's Deed copies more accurately described in Exhibits "A" & "B" respectively, attached hereto as though the same were set forth fully herein.

11. At the initial September, 2002 meeting the defendant, Matthew Begley stipulated to the plaintiff, Charles M. Verruggio, that Lot 687, Section 19 in Cayman Landing could be purchased as follows:

(a) an outright purchase price in the amount of: TWO THOUSAND DOLLARS (\$2,000) was necessary to complete the transaction, or

(b) for the plaintiff to transfer one (1) of his Treasure Lake properties back to TLPOA and in addition Five Hundred Dollars (\$500) consideration paid to TLPOA for Lot 687, to complete the transaction.

12. The plaintiff, Charles M. Verruggio, decided on option "(b)"; trading one (1) property in addition to a Five Hundred Dollar consideration (\$500).. (See plaintiff's Exhibit "H", cashiers check no: 68001 in the amount of Five Hundred Dollars (\$500), payable to TLPOA).

13. Defendant, Matthew Begley informed plaintiff that TLPOA lawyer would draft the new Deeds.

14. On or about October 14, 2002 the plaintiff submitted the Cayman Landing Lot Improvement Agreement to TLPOA, and in accordance with and pursuant to the mutual consent, permission, acknowledgement, understanding and agreement between the plaintiff and the defendant, Matthew Begley at the September discussions/meetings, he began to clear Lot 687, Section 19 Cayman Landing in preparation for the New Addition to be built at subject Lot 687. Cayman Landing Lot Improvement Agreement more accurately described in plaintiff's Exhibit "I" at (Claimant Exhibit "A"), attached hereto as though the same were set forth fully herein.

15. On or about October 14, 2002 and pursuant to and in accordance

with the same discussions and provisions mentioned in plaintiff's Complaint, paragraph Fourteen (14) above, plaintiff had the following utilities activated/installed at Lot 687, Section 19, Cayman Landing:

(a) Electricity by: United Electric Cooperative, Inc., acct. # 5500226300., Map NO: CJ1075-S-Lot 687, account more accurately described in plaintiff's Exhibit "D", attached hereto.

(b) Amerigas Propane Company; tank/line installation service order # J305106 and account invoice # 5694037316, order and acct # more accurately describe in plaintiff's Exhibit "E" attached hereto..

(c) contacted TLPOA/Cayman Landing Maintenance Department to activate the Lot 687 Water supply.

All the above activated/installed utilities have been in continuous use since their activation/installation, uninterrupted, since 2002.

16. On or about October 14, 2002 the plaintiff relocated his 1976 Wickes RV Trailer from his UDI LOT 855 in Cayman Landing where it had been installed since November, 2001, under the same provisions/discussions as mentioned in plaintiff's Complaint paragraph (14), onto Lot 687, Section 19 Cayman Landing. Plaintiff's title for 1976 Wickes RV along with Homeowners Insurance, Lot Fees and Transfer fees more accurately described in plaintiff's Exhibits "C" & "H" attached hereto as though the same were set forth fully herein.

17. On or about October 14, 2002 plaintiff began construction of New Addition in compliance with and in accordance to the Cayman Landing Lot Improvement Agreement filed with TLPOA on October 14, 2002. Agreement more accurately described in plaintiff's Exhibit "I" at (Claimant Exhibit "A") attached hereto as though the same were set forth fully herein.

18. Having had no response from TLPOA or GM, Matt Begley regarding

the preparation and execution of the New Deed Transfers and the completion of the transactions begun in September, 2002, on February 12, 2003 plaintiff sent TLPOA GM, Matthew Begley a letter of concern regarding the said transfers pending. Letter more accurately described in plaintiff's Exhibit "I" at (Claimant Exhibit "B").

[NOTE: Plaintiff also made several personal visits to the TLPOA Offices and several phone calls to the same to no avail and without TLPOA reply].

19. On or about April 13, 2005 plaintiff added an additional RV 5TH Wheel, 1993 Carrilite, VIN 16F62C3R2P1007875, plate # XBC7972, Title # 61702843901; Homeowners policy # 077-0019971899. H/O Policy & Registration more accurately described in plaintiff's Exhibit "F" attached hereto as though the same were set forth fully herein.

20. In June, 2005 plaintiff received letter from Treasure Lake POA/ Cayman Landing; RE: Section 19, Lot 687; siting problem: Two (2) Campers on Single Lot/Resolve by 6-15-05. Letter more accurately described in Plaintiff's Exhibit "G" attached hereto and incorporated as though the same were set forth fully herein.

21. In compliance, plaintiff removed one (1) RV Camper from Lot 687 and installed it on his UDI Lot at Cayman Landing Lot 857, and paid the required Lot Fee to TLPOA/Cayman Landing. (SEE Exhibit "H"), Lot Maintenance Fees paid in Exhibit "H" in excess of Seventeen Hundred Dollars (\$1,700.00).

22. In October, 2005 plaintiff received phone message/call from Cayman Landing Campground Office in reference to the Addition at Lot 687 and the deed transfers begun in 2002.

23. Plaintiff replied with a compliant letter dated October 11, 2005, which letter was sent three (3) years and one day from his compliant

Cayman Landing Lot Improvement Agreement, dated October 14, 2002.

(see plaintiff's Exhibit "I" at (Claimant Exhibit "A").

24. Having had no reply from TLPOA regarding the long overdue completion of the transactions begun in 2002, plaintiff once again attempted to resolve the matter in a letter dated November 1, 2005 anticipating TLPOA and it's GM, Matt Begley, who initially approved consented and mutually agreed to sale of Lot 687, Section 19, Cayman Landing in exchange for a \$500 consideration and the transfer of one of the plaintiff's properties, to finally accomplish the transfers. Letter dated 11-01-05 more accurately described in plaintiff's Exhibit "I" at (Claimant Exhibit "D"), attached hereto and incorporated as though the same were set forth fully herein.

25. Plaintiff sent Certified letter Return Receipt article NO: 7006 2760 0001 8116 1905 to TLPOA on June 4, 2007, which letter was claimed by TLPOA on June 5, 2007. Said letter was a recapitulation of the unilateral events which the plaintiff had endeavored to resolve since September, 2002 and instructed TLPOA and Matt Begley of plaintiff's intention to file a Complaint if TLPOA and it's representative continued in the disregard and abandonment to the agreements, consents terms and promises made between TLPOA and it's GM, Matthew Begley and the plaintiff, Charles M. Verruggio in September, 2002 and again on October 14, 2002. TLPOA and GM Matthew Begley have with impunity and continuously from the onset of the negotiations begun in 2002, broken and breached every commitment made by them. The expectations of the plaintiff, Charles M. Verruggio with regard to the transfer of deeds and all other promises made by TLPOA and Matt Begley have been denied, while he has complied with each and every term, condition and promise he has made to TLPOA and Matthew Begley. Plaintiff's letter of June

4, 2007 more accurately described in plaintiff's Exhibit "I" at (Claimant Exhibit "1").

26. On June 13, 2007 plaintiff posted: Preliminary Notice of Intention to File Claim at Lot 687, Section 19, Cayman Landing, Sub-Division Treasure Lake, DuBois, PA 15801, along with Affidavit of Service of same and sent certified return receipt copy of same to TLPOA article # 7006 2760 0001 8116 2469. (See plaintiff Exhibit "I" at Claimant Exhibit "E").

27. Having had no response from TLPOA regarding the Preliminary Notice to File Claim, on October 9, 2007, approximately four (4) months after its posting, plaintiff posted: Notice of Mechanic's Lien Claim at subject property, Lot 687 Section 19, Cayman Landing along with Affidavit of Service of same and sent certified return receipt, no: 7006 2150 0003 6813 2932 to TLPOA copy of same. Notice more accurately described in plaintiff's Exhibit "I" at (Claimant Exhibit "2"), and attached hereto and incorporated as though the same were set forth fully herein.

28. On October 15, 2007 plaintiff filed Mechanics Lien Claim, Pa.R.C.P. 1650 through 1661; Mechanic's Lien Law 1963 49 P.S. 49, §1101, Case NO: 2007-1667-CD, with the Prothonotary's Office, Clearfield County Courthouse, Clearfield, PA, and sent a true and attested copy of the same to Treasure Lake Property Owners Association, Inc., 13 Treasure Lake, DuBois, PA 15801, along with a cover letter indicating the said filing completion. Cover letter, certificate of mailing and copy of Mechanic's Lien Claim more accurately described in plaintiff's Exhibit "I" at (Plaintiff Exhibit "I").

29. In further support of plaintiff's Complaint the following information

is pertinent to this Complaint:

plaintiff listed his property located at Lot 50, Section 8A, Five Fathoms Road, Treasure Lake with REMAX Real Estate Agent Shelley Hayton on January 25, 2007. Ms. Hayton is privy to the on going problem the plaintiff is experiencing. At the signing of the Sales Agreement Listing Ms. Hayton offered to speak to Matt Begley concerning Lot 687 and a possible resolve to the matter. Plaintiff gave copies of the following documents to Ms. Hayton:

(a) Copy of cashiers check # 68001, payable to TLPOA (\$500),
(See plaintiff's Exhibit "H").

(b) Letter to TLPOA/Matt Begley dated February 12, 2003.
(See plaintiff's Exhibit "I" at Claimant Exhibit "B").

30. Plaintiff sent a letter of concern to Ms. Hayton dated May 25, 2007. Plaintiff had not heard from Ms. Hayton since 01-25-07 when they conducted the sales agreement transaction. Letter more accurately described in plaintiff's Exhibit "J" attached hereto.

31. Ms. Hayton responded to plaintiff's letter in her letter dated May 29, 2007 explaining the following:

(a) teenagers removed the "For Sale " signs

(b) she spoke to Matt Begley, and like the plaintiff, she also got no answers.

(c) Lot 687 is a real problem for me, the plaintiff.

(d) as for the documents plaintiff gave her; she mailed them back to plaintiff.

(e) she spoke to Matt Begley on May 29, 2007.

Ms. Hayton's letter is more accurately described in plaintiff's Exhibit "K" attached hereto and incorporated as though the same were set forth fully herein.

32. In response to Ms. Hayton's conversation with Matt Begley on May 29, 2007, he sent her a letter dated May 31, 2007 indicating a meeting did take place between Himself and Ms. Hayton to discuss the property owned by plaintiff, Charles M. Verruggio within the Treasure Lake Subdivisions. Letter more accurately described in plaintiff's Exhibit "L" and attached hereto incorporated as though the same were set forth fully herein.

33. The plaintiff, Charles M. Verruggio has invested the following sums of money and expenditures for the maintenance and the building construction addition at Lot 687, Section 19, Cayman Landing, T. Lk. as follows:

(a) in excess of Seventeen Hundred Dollars (\$1,700) for UDI Lots & Lot 687, Section 19, Cayman Landing, for maintenance, Lot Fees, Transfer Fees. (See Exhibit "H"	\$1,700.00
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(b) installation fees for Amerigas utility cooking & heating appliances in New Addition	500.00
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(c) Deposit United Electric Service:	120.00
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(d) New Addition construction to Lot 687 in accordance to approved building codes/specifications to the Cayman Landing Lot Improvement Agreement: Approximately 376 square feet @ discounted building costs of \$45 sq. ft.	\$16,920.00
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(e) New decking, railings/pickets/steps including porch roofing: 325 Sq. Ft @ \$20 sq. ft.	6,500.00
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(f) Landscaping/yard installation/shrubs/trees/bushes/furniture/plants/gardens; See plaintiff's detail list at plaintiff's Exhibit "M": TWENTY-NINE THOUSAND EIGHT HUNDRED NINETY-FIVE; TOTAL:	<u>4,155.00</u> \$29,895.00
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33A. Both the verbal Agreements made between the parties in September, 2002 and the written Cayman Landing Lot Improvement Agreement filed October 14, 2002 with TLPOA call for performances to be done after the transfer of the subject Deeds. The effect of the Deed transfer for Lot 687, Section 19 Cayman Landing would be to give the plaintiff equitable title and ownership to said property. Also, the intention of the parties through both verbal and written agreements was clearly to transfer said deeds and also for the plaintiff to construct an addition on Lot 687, Section 19. The plaintiff fulfilled his verbal and contractual obligation. TLPOA and it's GM Matt Begley did not fulfill their obligations. The Agreements call for performances to be done by both the plaintiff and the defendant. The effectual failure of the defendant to transfer the subject deeds does not extinguish the terms, conditions and promises performed by the plaintiff, (and not performed by the defendant), but rather reinforces the validity of the original agreements. TLPOA and it's agent have breached both written & verbal Agreements made in 2002, through non-performance. Under the exchange of promises made defendant/defendant breached through neglect, abandonment and non-compliance. Rules of performance are made to give maximum protection against disappointment of expectations. The presumption of promises applies regardless of whether the promises are verbal written or both. The Agreements warrant that the New Addition construction will be in sound condition. The plaintiff has performed and produced a soundly built New Addition to Lot 687, Section 19, C.L. The breaches by the defendant has denied the plaintiff his rightful equitable interest in Lot 687. By virtue of the Doctrine of Equitable Conversion, the relief sought through equitable title by the plaintiff is not only fair and just, it is his rightful relief by the Rule of Law.

34. The plaintiff, having had no response from Treasure Lake Property Owners Association, Inc. and/or GM, Matthew Begley in this matter in over a five (5) year period from September, 2002 has; subsequent to the initial meeting and the consent, mutual understanding and agreement between the plaintiff, Charles M. Verruggio and Matthew Begley, TLPOA GM, has complied to the terms, conditions and promises made between the aforementioned parties and has conducted himself in the appropriate and proper manner in his compliance to the Cayman Landing Lot Improvement Agreement entered into between the parties on October 14, 2002 (see Exhibit "I" at (Claimant Exhibit "A")), and has been a member of Treasure Lake Property Owners Association in good standing since November 19, 2001; and has exhausted all the possible remedies to an amicable resolution because of the virtual disregard and abandonment towards resolution by TLPOA and it's agent to the matter contained in this Complaint; comes before this Honorable Court for intervention insuring a fair, reasonable and just ruling for all parties.

WHEREFORE, Plaintiff, Charles M. Verruggio demands Judgement in his favor and against Treasure Lake Property Owners Association, Inc., and it's agent Matthew Begley in an amount equal to plaintiff's investment to Lot 687, Section 19, Cayman Landing; \$29,895.00, Plus costs and interest.

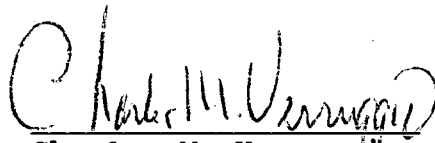
JURY TRIAL DEMANDED

Respectfully submitted,


Charles M. Verruggio
Plaintiff, pro se

VERIFICATION

I, CHARLES M. VERRUGGIO, pro se, do hereby verify that all of the foregoing facts set forth in this Complaint are true and correct to the best of my knowledge, information and belief. Further, I make this verification with knowledge and understanding of the provisions of 18 Pa. C.S.A. §4904 (Unsworn Falsification to Authorities).

A handwritten signature in cursive script, appearing to read "Charles M. Verruggio", written over a horizontal line.

Charles M. Verruggio
Plaintiff, pro se

KAREN L. STARCK
REGISTER AND RECORDER
CLEARFIELD COUNTY
Pennsylvania

INSTRUMENT NUMBER
200118535
RECORDED ON
Nov 19, 2001
10:04:15 AM
Total Pages: 4

RECORDING FEES - \$13.00
RECORDER
COUNTY IMPROVEMENT \$1.00
FUND
RECORDER \$1.00
IMPROVEMENT FUND
STATE TRANSFER TAX \$14.95
STATE WRIT TAX \$0.50
SANDY TOWNSHIP \$7.47
DUBOIS AREA SCHOOLS \$7.48
TOTAL \$45.40
CUSTOMER
VERRUGGIO, CHARLES

CHARLES VERRUGGIO

TO

FRANK R. BACKO

DEED

RECORDED

NUMBER

VOL.

PAGE

- PLAINTIFF
Exhibit "A"

DEED

THIS DEED, Made the 16th day of November, in the year of our Lord two thousand and one

BETWEEN Frank R. Backo of Tarentum, Allegheny County, Pennsylvania (hereinafter called, "Grantor")

and

Charles Verruggio, of HCl, Box 110, Jim Thorpe, Carbon County, Pennsylvania (hereinafter called "Grantee"):

Witnesseth, That the Grantor, for and in consideration of the sum of \$1,495, One Thousand Four Hundred and Ninety-five Dollars and No/100 Dollars, receipt of which is hereby acknowledged, does grant, sell, bargain, release, convey and confirm, unto the Grantee, his heirs and assigns, forever,

ALL THAT certain tract of land designated as Lot No. 50, Section No. 8A "Barbuda", in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania recorded in the Recorder 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, Inc. recorded in Misc. Book Vol. 146, p. 476; all of the 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" on T.L.P.O.A., which shall run with the land.*

PLAINTIFF
EXHIBIT "A"

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 DISCRIBED 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 CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (this notice is set forth in the manner provided in section one of the Act of July 17, 1957, P.L. 987, 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, -MAY BE PROTECTED FROM DAMAGE DUE TO MINE SUBSIDENCE BY A PRIVATE CONTACT 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.--(RESULTING FROM COAL MINING OPERATIONS AND THAT THE PURCHASED PROPERTY,)--

W. W. Zupul
Witness

Charles Verruggio
Charles Verruggio

BEING the same premises conveyed to Frank R. Backo by virtue of a DEED from Treasure Lake, Inc., a Pennsylvania Corporation, dated, September 23, 1971 and entered May 10, 1973, in Record Book 645, Page 93 of the records of Clearfield County.

Grantor has not disposed of hazardous waste nor does he have actual knowledge of hazardous waste disposal on the above described property. The true and correct value of the within conveyance as required to be stated by the PA Realty Transfer Tax Act is \$1,495.

Being the same deed notarized on September 23, 1971 and signed by Treasure Lake, Inc. President, and witnessed by Treasure Lake Inc. Secretary, and recorded in the Clearfield County Courthouse in Deed Book No. 645, Page 92

- PLAINTIFF
- Exhibit "A"

And the said Grantor does hereby covenant that he will warrant generally the premises/property herein conveyed.

COMMONWEALTH OF PENNSYLVANIA: COUNTY OF CLEARFIELD: :ss.

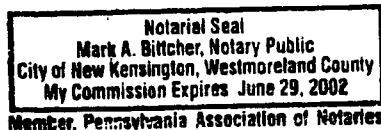
ON THIS 16TH day of November, 2001, before me, the undersigned officer, personally appeared FRANK R. BACKO, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

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

Frank R. Backo
Frank R. Backo

Will Supela
Witness

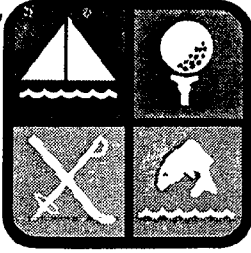
Mark A. Bittcher
NOTARY PUBLIC



I hereby certify that the precise residence address of the within Grantee is: HC1, Box 110, Jim Thorpe, PA 18229, Penn Forest Township, Carbon County, Pennsylvania.

Charles Verruggio
Charles Verruggio, Grantee

- PLAINTIFF
EXHIBIT "A"



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

November 20, 2001

TO WHOM IT MAY CONCERN:

The following UDI member #27, Jerome & Michael Weisner
assessment for the year May 1, 2001 - April 30, 2002 is paid in full.

If you have any questions call 371-0711.

Sincerely,

Theresa Hynds
Member Services

PLAINTIFF
EXHIBIT "B"

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:

COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD: SS:

ON THIS, the 20th day of November, 2001, before me a Notary Public, the undersigned officer, personally appeared;

Jerome T. Weisner and Michael John Weisner, known to me, on satisfactorily proven to be the persons whose names are subscribed to within this instrument, and acknowledge that THEY executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I have set my hand and NOTARIAL SEAL.

Jerome T. Weisner
Jerome T. Weisner
Michael John Weisner
Michael John Weisner

Kevin D. Ferri
NOTARY PUBLIC

Notarial Seal
Kevin D. Ferri, Notary Public
Sandy Twp., Clearfield County
My Commission Expires May 3, 2004

CERTIFICATE OF RESIDENCE

I hereby certify that the precise residence of the "GRANTEE,

herein is as follows: ANNIN TOWNSHIP, MCKEAN COUNTY, PENNSYLVANIA

215 MAPLE ST
PORT ALLEGANY, PA 16743

Victoria Stewart Gudkins
Victoria Stewart Gudkins

THE TRUE AND CORRECT VALUE OF THE WITHIN CONVEYANCE AS REQUIRED TO BE STATED BY THE PENNSYLVANIA REALTY TRANSFER TAX ACT IS: \$325.00,

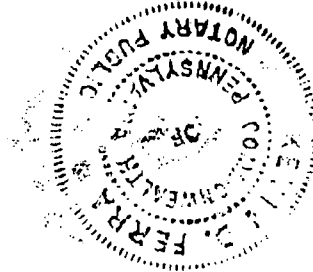
(Three Hundred Twenty-five Dollars and No/100)

KAREN L. STARCK
REGISTER AND RECORDER
CLEARFIELD COUNTY
Pennsylvania

INSTRUMENT NUMBER
200118618

RECORDED ON
Nov 20, 2001
12:00:46 PM
Total Pages: 4

RECORDING FEES -	\$13.00
RECORDER	
COUNTY IMPROVEMENT FUND	\$1.00
RECORDER IMPROVEMENT FUND	\$1.00
STATE TRANSFER TAX	\$3.25
STATE WRIT TAX	\$0.50
SANDY TOWNSHIP	\$1.62
DURDIS AREA SCHOOLS	\$1.63
TOTAL	\$22.00
CUSTOMER	
VERRUGGIO, CHARLES	



- PLAINTIFF
EXHIBIT "B"

DEED

THIS DEED, Made the 20TH day of November, in the year of our Lord two thousand and one

Between, Jerome T. Weisner and Michael John Weisner, of Sandy Township, Clearfield County, Pennsylvania, as joint tenants with right of survivorship, "GRANTORS", PARTIES OF THE FIRST PART:

AND

Charles Vennuggio, of Carbon County, Penn Forest Township, Pennsylvania and Vicktonia Stewart Judkins, of Annin Township, McKean County, Pennsylvania, as joint tenants with right of survivorship, "GRANTEES", PARTIES OF THE SECOND PART.

WITNESSETH, That in consideration of: Three Hundred Twenty-five Dollars and No/100, (\$325.00), in hand paid, the receipt whereof is hereby acknowledged, the said "GRANTORS", do hereby grant and convey to the said "GRANTEES":

ALL THAT UNDIVIDED 1/3000th INTREST in Lots 833 through 975 and 1075 through 1311, hereinafter known as PHASE 1 of CAYMAN LANDING IN THE CAYMAN SECTION, TREASURE LAKE SUBDIVISION in Sandy Township, Clearfield County, Pennsylvania, recorded in the Office of the Recorder of Deeds in Misc. Map Docket File 143, Square 94.

EXCEPTING AND RESERVING 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 aforesaid recorded plan.
2. The Declaration of Restrictions, Cayman Subdivision, recorded in Misc. Book Vol. 237, page 431, as supplemented by Supplemental

PLAINTIFF
Exhibit "B" B

Restrictions, recorded in Deed and Records Vol. 893, page 254; as amended by Supplemental Restrictions recorded in Deeds and Records Vol. 968, page 600; all of said restrictions being covenants which run with the land.

3. All Mineral and Mining Rights of every kind and nature.

4. A lien for all unpaid charges or assessments as may be made by Recreation Land Corporation, which lien shall run with the land and be an encumbrance against it.

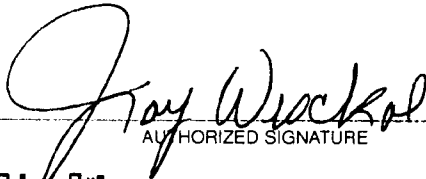
5. The right of Recreation Land Corporation to assess fees and charge against "GRANTEES, their heirs, administrators, executors, successors and assigns, for the use and/or maintenance of any recreational facilities which, if unpaid, shall become a lien upon the land and be an encumbrance against it.

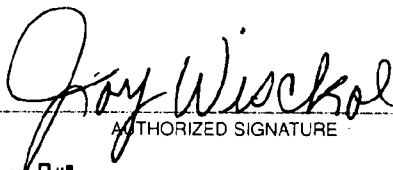
BEING the same premises which were conveyed to Herman G. Moore and Netta E. Moore by Deed of Recreation Land Corporation, dated September 8, 1983, and recorded at Clearfield, Pennsylvania, in Deeds and Records Book No. 918, page 81.

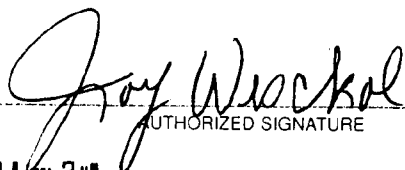
ALSO BEING the same premises which were conveyed to Jerome T. Weisner and Michael John Weisner, of Sandy Township, Clearfield County, Pennsylvania, dated, _____, and recorded at Clearfield County, Pennsylvania, in Deeds and Records Book No., _____, page ____.

NOTICE: In accordance with the provisions of "THE BITUMINOUS MINE SUBSIDENCE AND LAND CONSERVATION ACT OF 1966", We, the undersigned "GRANTEES", hereby certify that we know and understand that we may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the

PLAINTIFF
EXHIBIT "B"

CITIZENS TRUST COMPANY		58635
Coudersport, PA 16915 Emporium, PA 15834 • Port Allegany, PA 16743 www.citizenstrustcompany.com		FEBRUARY 15, 20 02 60-833 313
EMPORIUM PA OFFICE		
CITIZENS TRUST Co. 257 DOLLARS 00 CTS		\$ 257.50
PAY TO THE ORDER OF TREASURE LAKE RE: TRANSFER FEE CHARLES M. VERRUGGIO		CASHIER'S CHECK  AUTHORIZED SIGNATURE
@058635@ :031308331: 010041847@		

CITIZENS TRUST COMPANY		58636
Coudersport, PA 16915 Emporium, PA 15834 • Port Allegany, PA 16743 www.citizenstrustcompany.com		FEBRUARY 15 20 02 60-833 313
EMPORIUM PA OFFICE		
CITIZENS TRUST Co. 150 DOLLARS 00 CTS		\$ 150.00
PAY TO THE ORDER OF TREASURE LAKE - CAYMAN LANDING RE: LOT FEE		CASHIER'S CHECK  AUTHORIZED SIGNATURE
@058636@ :031308331: 010041847@		

CITIZENS TRUST COMPANY		58637
Coudersport, PA 16915 Emporium, PA 15834 • Port Allegany, PA 16743 www.citizenstrustcompany.com		FEBRUARY 15 20 02 60-833 313
EMPORIUM PA OFFICE		
CITIZENS TRUST Co. 132 DOLLARS 00 CTS		\$ 132.00
PAY TO THE ORDER OF HOSEY INSURANCE RE: H/O INS. WICK'S TRL.		CASHIER'S CHECK  AUTHORIZED SIGNATURE
@058637@ :031308331: 010041847@		

PLAINTIFF
Exhibit "C"

COMMONWEALTH OF PENNSYLVANIA

CERTIFICATE OF TITLE FOR A VEHICLE

2,710

013170052003181-001

5767583

1976

WICKES

27791852708 VE

VEHICLE IDENTIFICATION NUMBER

YEAR

MAKE OF VEHICLE

TITLE NUMBER

TRL

0

SEAT CAP

PRIOR TITLE STATE

12/07/01

EXEMPT

4

BODY TYPE

DUP

ODOM. PROCD. DATE

ODOM. MILES

ODOM. STATUS

5/07/76

12/07/01

5,000

DATE PA TITLED

DATE OF ISSUE

UNLADEN WEIGHT

GVWR

GVWR

TITLE BRANDS

ODOMETER DISCLOSURE EXEMPT BY FEDERAL LAW

REGISTERED OWNER(S)

CHARLES VERRUGGIO
HC 1 BOX 110
JIM THORPE PA 18229

ODOMETER STATUS	
0 = ACTUAL MILEAGE	
1 = MILEAGE EXCEEDS THE MECHANICAL LIMITS	
2 = NOT THE ACTUAL MILEAGE	
3 = NOT THE ACTUAL MILEAGE-ODOMETER TAMPERING VERIFIED	
4 = EXEMPT FROM ODOMETER DISCLOSURE	
TITLE BRANDS:	
A = ANTIQUE VEHICLE	
C = CLASSIC VEHICLE	
D = COLLECTIBLE VEHICLE	
F = OUT OF COUNTRY	
G = ORIGINALLY MFGD. FOR NON-U.S. DISTRIBUTION	
H = AGRICULTURAL VEHICLE	
L = LOGGING VEHICLE	
P = IS/WAS A POLICE VEHICLE	
R = RECONSTRUCTED	
S = STREET ROD	
T = RECOVERED THEFT VEHICLE	
V = VEHICLE CONTAINS REISSUED VIN	
W = FLOOD VEHICLE	
X = IS/WAS A TAXI	

FIRST LIEN FAVOR OF:

SECOND LIEN FAVOR OF:

FIRST LIEN RELEASED _____ DATE _____

If a second lienholder is listed upon cancellation of the first lien, the first lienholder must forward this Title to the Bureau of Motor Vehicles with the appropriate form and fee.

BY _____ AUTHORIZED REPRESENTATIVE

SECOND LIEN RELEASED _____ DATE _____

MAILING ADDRESS

BY _____ AUTHORIZED REPRESENTATIVE

CHARLES VERRUGGIO
HC 1 BOX 110
JIM THORPE PA 18229



I certify as of the date of issue, the official records of the Pennsylvania Department of Transportation reflect that the person(s) or company named herein is the lawful owner of the above vehicle.

BRADLEY L. MALLORY

Secretary of Transportation

D. APPLICATION FOR TITLE AND LIEN INFORMATION

TO BE COMPLETED BY PURCHASER WHEN VEHICLE IS SOLD AND THE APPROPRIATE SECTIONS ON THE REVERSE SIDE OF THIS DOCUMENT ARE COMPLETED.

SUBSCRIBED AND SWORN TO BEFORE ME: _____ MO _____ DAY _____ YEAR _____

If a co-purchaser other than your spouse is listed and you want the title to be listed as "Joint Tenants With Right of Survivorship" (On death of one owner, title goes to surviving owner.) CHECK HERE ☐ Otherwise, the title will be issued as "Tenants in Common" (On death of one owner, interest of deceased owner goes to his/her heirs or estate).

SIGNATURE OF PERSON ADMINISTERING OATH

1ST LIEN DATE: _____ IF NO LIEN, CHECK ☐

1ST LIENHOLDER

STREET

CITY STATE ZIP

FINANCIAL INSTITUTION NUMBER

The undersigned hereby makes application for Certificate of Title to the vehicle described above, subject to the encumbrances and other legal claims set forth here.

2ND LIEN DATE: _____ IF NO LIEN, CHECK ☐

2ND LIENHOLDER

STREET

CITY STATE ZIP

FINANCIAL INSTITUTION NUMBER

SIGNATURE OF APPLICANT OR AUTHORIZED SIGNER

SIGNATURE OF CO-APPLICANT/TITLE OF AUTHORIZED SIGNER

STORE IN A SAFE PLACE - IF LOST APPLY FOR A DUPLICATE - ANY ALTERATION OR ERASURE VOIDS THIS TITLE

DO NOT ACCEPT DOCUMENT WITHOUT VERIFYING THE PRESENCE OF THE LIBERTY BELL WATERMARK


1439

2/11/07
EXHIBIT "C"



United Electric Cooperative, Inc.
PO Box 688
DuBois PA 15801-0688

Questions and concerns call:
 Office Hours: 8:00 AM - 4:30 PM Mon. - Fri.
 Customer Service 1-888-581-8969
 Outage 1-800-262-8959
 Website Address: www.Unitedpa.com

VERRUGGIO CHARLES M
VERRUGGIO EVELYN
PHYLLIS VERRUGGIO
HC 1 BOX 110
JIM THORPE PA 18229-9713


1 2

Account Nbr: 5500226300		Map Nbr: CJ1075-S-687			
Supplier Acct Nbr:			Type Of Service: SEAC		
Meter Number: 13836649					
Meter	Previous Reading	Present Reading	Mult	KWH Used	Demand Reading
1	102	139	1.000	37	
Total Yearly KWH For The Past 12 Months:					139
Average Monthly KWH On Past 12 Months:					46
From Date: 11/25/2002 To Date: 12/25/2002					
Total Amount Due By: 01/20/2003 REGULAR					

BASIC CHARGES:
GENERATION / TRANSMISSION:
 G & T CHARGES 37 KWH X .039888 1.48

ALLEGHENY ELECTRIC COOPERATIVE CHARGES:
 FIXED COST RECOVERY 37 KWH X .017301 .64
 ALLEGHENY TRNSMSN 37 KWH X .000846 .03

TOTAL BASIC CHARGES: 22.74

NONBASIC CHARGES:

DISTRIBUTION:
BASE CHARGE 18.85
DISTRIBUTION CHARGE 37 KWH X .047010 1.74

TOTAL NONBASIC CHARGES: .00

PREVIOUS BALANCE: 25.26
PAYMENTS RECVD: 25.26-
BALANCE FORWARD: .00
TOTAL BASIC: 22.74
TOTAL NONBASIC: .00
TOTAL SALES TAX: .00

TOTAL AMOUNT DUE: 22.74

YOUR PRICE TO COMPARE IS \$.039888 PER KWH

Return this portion with your payment

Account Name: VERRUGGIO CHARLES M

Account Number: 5500226300

Please indicate change of address/phone here:

Address/Box Number		
City	State	Zip
Phone Number	Other Phone	
Social Security Number		

AMOUNT DUE	22.74	AMOUNT PAID
------------	-------	-------------

Due Date: 01/20/2003
Amount After Due Date: 25.01

Date Meter Read **Enter Meter Reading Here**

COOP READS METER

Month **Day**
 Please mail payments to:

UNITED ELECTRIC COOPERATIVE, INC.
PO BOX 688
DUBOIS PA 15801-0688



PLAINTIFF

EXHIBIT "D"

255002263000000250100002274

ACCOUNT NO.	INVOICE NO.	INVOICE DATE	PREVIOUS BALANCE	DUE DATE	AMOUNT
5694037316	A5694-321189	03/22/04	0.00	ON RECEIPT	63.63
ACTIVITY DATE	REFERENCE NUMBER	DESCRIPTION	QUANTITY	AMOUNT	

03/18/04 152961 PROPANE FOR TANK: RANGE & SPC HTR 43.0 60.16

03/19/04 HAZARDOUS MATERIALS SURCHARGE 3.47

TOTAL AMOUNT DUE PAY THIS AMOUNT: 63.63

YOU ARE BEING CHARGED PRICES IN EFFECT ON THE DAY OF DELIVERY.

TERMS: DUE UPON RECEIPT. A LATE CHARGE MAY BE ASSESSED IF PAYMENT NOT RECEIVED BY 04/18/04

FOR BILLING, SERVICE, OR DELIVERY INQUIRIES CALL: 800 622-1011

FOR BILLING, DELIVERY OR SERVICE REQUESTS PLEASE CALL THE LOCAL OFFICE NUMBER LISTED ABOVE FOR FASTEST SERVICE. FOR COMPLIMENTS OR COMPLAINTS REGARDING THE QUALITY OF SERVICE, PLEASE CALL OUR CUSTOMER CARE LINE TOLL-FREE AT 877-582-5014, MONDAY THROUGH FRIDAY, 8AM TO 5PM.

PLAINTIFF
EXHIBIT "E"

Thank You For Your Business

1 3 4 5 6 11

True

SALES/SERVICE ORDER J305106

SERVICE REQUESTED: ☐ NEW INSTALLATION ☐ EXISTING INSTALLATION

DATE CUSTOMER CALLED: 4/17/03

REQUESTED SERVICE DATE: 4/23/03

TANK(S):

APPLANCE(S):

☐ INSTALL ☐ MOVE ☐ DISCONNECT ☐ REMOVE ☐ OTHER

LOSS REASON CODE:

☐ INSTALL ☐ MOVE ☐ CONNECT ☐ DISCONNECT ☐ REMOVE ☐ OTHER

☐ RANGE ☐ WATER HEATER ☐ SPACE HEATER ☐ FURNACE

Set 2-100# cyl + connect man + heater - check there.

** Explain Will Call*

First bill 1.2

SERVICE PERFORMED:

disconnect rubber flex hose & plug

Add tubing from existing black iron to automate the

Del & set 2-100# m.c. & 234 auto regulator (car owned)

Find & repair leak @ 1/4" connector to black iron. Pressure

to system not from pipe threads to get 1/4" connector to

seal. Rechecked for leaks & OK. Check appliances

operation OK

DATE 4/23/03 **HOURS** 2

METER READING	TANK SIZE	TANK PERCENT FULL	GRID NUMBER	TANK LOCATION CO	CIRCLE ONE
4	2.100	480			
1	3/8" nut	90			
1	1/2" x 3/4" nut	150			
1	1/2" x 1/2" 46 Adapter	140			

CUSTOMER ACKNOWLEDGES THAT A GAS CHECK HAS BEEN PERFORMED. ☐ YES ☐ NO

DOES CUSTOMER REQUIRE A COPY? ☐ YES ☒ NO

CUSTOMER'S SIGNATURE *[Signature]* **DATE** 4/23/03

SERVICE PERSON'S SIGNATURE *[Signature]* **DATE** 4/23/03

ST-1018-S-1 REV 12/97

PLAINTIFF
EXHIBIT "E"

COMMONWEALTH OF PENNSYLVANIA REGISTRATION CREDENTIAL

EXPIRY: FEB 28, 2006 VALID: 04/13/05

PLATE: XBC7972 REG. GROSS WT: 00000

TITLE: 61702043901 VE UNLADEN WEIGHT: 03250

VIN: 16F62C3R2P1007075

VE/MAKE: 1993 CARLISLE

TYPE: TRL

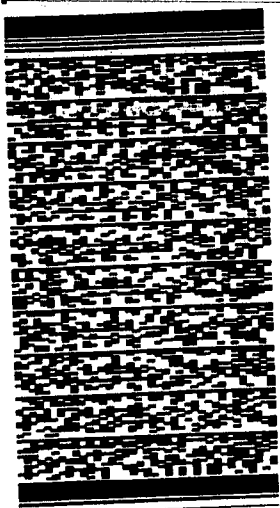
WTD: 05095 0050 001043-001

CHARLES VERRUGGIO
868 TREASURE LK
DU BOIS PA
15801

Change your address online at: www.state.pa.us Pa Keyword "DMV"

Charles Verruggio
SIGNATURE

I hereby acknowledge this day that I have received
notice of the provisions of Section 3709 of the Vehicle
Code.



- EXHIBIT "F"

EXHIBIT "F"
PLAINTIFF

**TRAVEL TRAILER
DECLARATIONS**

FLEX-A-BILL

Policy Number: 077-0019971899

Renewal of:

Policy Period	From 05/02/05 To 05/02/06 12:01 A.M. Standard Time
----------------------	-------------------------------------------------------

YOU AS NAMED INSURED AND YOUR ADDRESS

CHARLES VERRUGGIO
868 TREASURE LAKE
DUBOIS PA 15801

YOUR POLICY IS SERVICED BY:

KEYSTONE INSURORS GROUP, INC
C/O MERRITT I EDNER AGENCY
PO BOX 603
DU BOIS PA 15801-0603

Telephone: (814) 371-7250 **Agency Code:** 37-4279-023-0

PREMIUM SUMMARY

TOTAL PREMIUM FOR THIS POLICY PERIOD: \$ 222.00

YOUR TRAVEL TRAILER INFORMATION	YEAR	MANUFACTURER	MODEL	
	1993	CARRILITE	EMERALD	
	LENGTH	VIN	COUNTY	TERRITORY
	33'	16F62C3R2P1007875	CLEARFIELD	
	LOCATION ADDRESS 868 TREASURE LAKE DUBOIS PA 15801			

LOSS PAYEE/LIENHOLDER

FNB CONSUMERS DISCOUNT
PO BOX 830
DUBOIS PA 15801

PLAINTIFF
EXHIBIT "F"

Countersigned

MAY 02 2005 at PENNSYLVANIA by



TREASURE LAKE PROPERTY OWNERS ASSOCIATION, INC.
13 TREASURE LAKE, DUBOIS, PA 15801 9099
(814) 375-1716



Mr. & Mrs.

Charles Verruggio
868 TREASURE LAKE
DUBOIS, PA 15801

Dear

RE: SECTION 19 LOT 687

The Property Control Committee is concerned with upholding restrictions in the interest of all Cayman Landing property owners. In order to maintain and enhance property values, we would appreciate your cooperation in resolving the following problems as indicated:

<u>VIOLATION</u>	<u>COMMENT</u>
EXCESS DEBRIS	
EXTERIOR HOLDING TANK	
FOLIAGE EXCEEDS LIMITS	
SEWAGE GRAY WATER	
SHED NOT REQUIRED DISTANCE	
SIGNS EXCEED LIMIT	
TRAILER NOT REQUIRED DISTANCE	
EXTRA TRAILER ON LOT	
VEHICLE IN DETERIORATING CONDITION	
SKIRTING DOES NOT CONFORM	
TENT ON VACANT LOT	
DECK/PAD/PORCH DO NOT CONFORM	
SHED DOES NOT CONFORM	
ROOF/AWNING DOES NOT CONFORM	
SKIRTING/DECK/PORCH/SHED/ROOF/ OR AWNING IN DETERIORATING CONDITION	
PLASTIC ON TRAILER OR PORCH	

Please resolve the problem by 6/15/05. If you have any questions, contact the Campground by calling 814) 375-1716.

✓ 2 CAMPERS on single Lot ~~PLAINTIFF~~
EXHIBIT "G"

Weds, Oct 5, Phone call from Cayman Landing office inquiring

ORIGINAL CHECK HAS MICRO PRINT SIGNATURE LINE AND BLEED THRU MICR NUMBERING

EMPORIUM PA OFFICE



CITIZENS TRUST COMPANY

Coudersport, PA 16915
Emporium, PA 15834 • Port Allegany, PA 16743
www.citizenstrustcompany.com

SEPT. 26, 20 05

68001

60-833
313

\$500.00

\$ 500.00

PAY TO
THE
ORDER
OF

TREASURE LAKE PROPERTY OWNERS ASSN.

CASHIER'S CHECK
LOT #687

AUTHORIZED SIGNATURE

⑈068001⑈ ⑆031308331⑆ 01⑈04184⑈7⑈

PLAINTIFF
EXHIBIT "H"

031000040
06/28/2007
6434264084

THIS IS A LEGAL COPY OF
YOUR CHECK. YOU CAN USE
THE SAME WAY YOU WOULD
USE THE ORIGINAL CHECK.

CHARLES M. VERRUGGIO
PH. 814-642-0991
216 MAPLE STREET
PORT ALLEGANY, PA 15743

1242

DATE May 24 2007

PAY TO THE ORDER OF Shirley A. Kline \$ 75.00

Seventy Five Dollars

Citizens Trust Company
PORT ALLEGANY, PENNA. 15743

031308331:0002024024:1242

4031308331:0002024024:1242 0000007500

Debit 1242 - \$75.00 - 06/28/2007

CHARLES M. VERRUGGIO
PH. 814-642-0991
216 MAPLE STREET
PORT ALLEGANY, PA 15743

1243

DATE May 31 2007

PAY TO THE ORDER OF T.L.P.O.A. \$ 188.50

One Hundred Eighty-Eight Dollars

Citizens Trust Company
PORT ALLEGANY, PENNA. 15743

031308331:0002024024:1243

00000018850

Debit 1243 - \$188.50 - 06/01/2007

* TLPOA

CHARLES M. VERRUGGIO
PH. 814-642-0991
216 MAPLE STREET
PORT ALLEGANY, PA 15743

1244

DATE May 20, 2007

PAY TO THE ORDER OF United Electric \$ 118.57

One Hundred eighteen dollars

Citizens Trust Company
PORT ALLEGANY, PENNA. 15743

031308331:0002024024:1244

00000011857

Debit 1244 - \$118.57 - 06/04/2007

CHARLES M. VERRUGGIO
PH. 814-642-0991
216 MAPLE STREET
PORT ALLEGANY, PA 15743

1245

DATE 6-3-07

PAY TO THE ORDER OF All Seasons Rent \$ 50.00

FIFTY DOLLARS

Citizens Trust Company
PORT ALLEGANY, PENNA. 15743

031308331:0002024024:1245

0000005000

Debit 1245 - \$50.00 - 06/06/2007

CHARLES M. VERRUGGIO
PH. 814-642-0991
216 MAPLE STREET
PORT ALLEGANY, PA 15743

1247

DATE JUNE 25 2007

PAY TO THE ORDER OF T.L.P.O.A. \$ 43.23

Forty-three dollars

Citizens Trust Company
PORT ALLEGANY, PENNA. 15743

031308331:0002024024:1247

0000004323

Debit 1247 - \$43.23 - 06/28/2007

* TLPOA

DEPOSIT TICKET

NAME CHARLES VERRUGGIO

ACCOUNT NO. 2024024

DATE June 2, 2007

DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL

Citizens Trust Company
PORT ALLEGANY, PENNA. 15743

031308331:0002024024:012 0000005000

500.00

500.00

Credit \$500.00 - 06/04/2007

PLAINT, FF
EXHIBIT "H"

CHARLES M. VERRUGGIO
PH. 814-642-0991
215 MAPLE STREET
PORT ALLEGANY, PA 15743

1271

DATE MAY 3, 2006

PAY TO THE ORDER OF SHAW'S Auto \$ 225.00
Two Hundred Twenty-Five Dollars

Citizens Trust Company
PORT ALLEGANY, PENNA. 15743

⑆031308331⑆0002024024⑆1271⑆0000022500⑆

Debit 1271 - \$225.00 - 05/05/2006

CHARLES M. VERRUGGIO
PH. 814-642-0991
215 MAPLE STREET
PORT ALLEGANY, PA 15743

1278

DATE MAY 15, 2006

PAY TO THE ORDER OF Catholic \$ 3.00
Three Dollars

Citizens Trust Company
PORT ALLEGANY, PENNA. 15743

⑆031308331⑆0002024024⑆1278⑆000000300⑆

Debit 1278 - \$3.00 - 05/15/2006

CHARLES M. VERRUGGIO
PH. 814-642-0991
215 MAPLE STREET
PORT ALLEGANY, PA 15743

1273

DATE APRIL 24, 2006

PAY TO THE ORDER OF Family House \$ 25.00
Twenty-Five Dollars

Citizens Trust Company
PORT ALLEGANY, PENNA. 15743

⑆031308331⑆0002024024⑆1273⑆0000002500⑆

Debit 1273 - \$25.00 - 05/01/2006

DEPOSIT TICKET
CHARLES M. VERRUGGIO
PH. 814-642-0991
215 MAPLE STREET
PORT ALLEGANY, PA 15743

DATE 5-4-06

DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL

Citizens Trust Company
PORT ALLEGANY, PENNA. 15743

⑆031308331⑆0002024024⑆1278⑆0000002000⑆

Credit \$200.00 - 05/04/2006

CHARLES M. VERRUGGIO
PH. 814-642-0991
215 MAPLE STREET
PORT ALLEGANY, PA 15743

1274

DATE 5-1-06

PAY TO THE ORDER OF FLPORA \$ 350.35
Three Hundred Fifty and 35/100

Citizens Trust Company
PORT ALLEGANY, PENNA. 15743

⑆031308331⑆0002024024⑆1274⑆0000035035⑆

Debit 1274 - \$350.35 - 05/03/2006

DEPOSIT TICKET
NAME Charles Verruggio
ACCOUNT NO. 2024024

DATE 5-6-06

DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL

Citizens Trust Company
PORT ALLEGANY, PENNA. 15743

⑆031308331⑆0002024024⑆1278⑆0000005000⑆

Credit \$50.00 - 05/08/2006

CHARLES M. VERRUGGIO
PH. 814-642-0991
215 MAPLE STREET
PORT ALLEGANY, PA 15743

1275

DATE 5-1

PAY TO THE ORDER OF AMERICAN MODERN \$ 43.50
Forty-three and 50/100

Citizens Trust Company
PORT ALLEGANY, PENNA. 15743

⑆031308331⑆0002024024⑆1275⑆0000004350⑆

Debit 1275 - \$43.50 - 05/12/2006

CHARLES M. VERRUGGIO
PH. 814-642-0991
215 MAPLE STREET
PORT ALLEGANY, PA 15743

1276

DATE MAY 2, 2006

PAY TO THE ORDER OF ALL Season Boat \$ 50.00
Fifty Dollars

Citizens Trust Company
PORT ALLEGANY, PENNA. 15743

⑆031308331⑆0002024024⑆1276⑆0000005000⑆

Debit 1276 - \$50.00 - 05/04/2006

CHARLES M. VERRUGGIO
PH. 814-642-0991
215 MAPLE STREET
PORT ALLEGANY, PA 15743

1277

DATE 5-2-06

PAY TO THE ORDER OF SHAW'S Auto \$ 99.21
Ninety-Nine and 21/100

Citizens Trust Company
PORT ALLEGANY, PENNA. 15743

⑆031308331⑆0002024024⑆1277⑆0000009921⑆

Debit 1277 - \$99.21 - 05/05/2006

PLAINTIFF
EXH. B.T "H"

CHARLES M. VERRUGGIO
868 TREASURE LAKE
DU BOIS, PA 15801

60-833/313
000202424
1395

DATE 8-5-05

PAY TO THE ORDER OF F.N.B. \$ 215.00
TWO HUNDRED FIFTEEN DOLLARS 00/100 DOLLARS @

Citizens Trust Company
PORT ALLEGANY, PENNA. 16743

MEMO 502672 Chak m. Verruggio

⑆031308331⑆0002024024⑆1395 ⑈00000021500⑈

Debit 1395 - \$215.00 - 08/10/2005

CHARLES M. VERRUGGIO
868 TREASURE LAKE
DU BOIS, PA 15801

60-833/313
000202424
1448

DATE Aug 4 2005

PAY TO THE ORDER OF Family House \$ 25.00
Twenty-Five dollars 00/100 DOLLARS @

Citizens Trust Company
PORT ALLEGANY, PENNA. 16743

MEMO Chak m. Verruggio

⑆031308331⑆0002024024⑆1448 ⑈0000002500⑈

Debit 1448 - \$25.00 - 08/08/2005

CHARLES M. VERRUGGIO
868 TREASURE LAKE
DU BOIS, PA 15801

60-833/313
000202424
1396

DATE 8-5-05

PAY TO THE ORDER OF Food Credit \$ 203.80
Two Hundred Three dollars 80/100 DOLLARS @

Citizens Trust Company
PORT ALLEGANY, PENNA. 16743

MEMO 29799884 Chak m. Verruggio

⑆031308331⑆0002024024⑆1396 ⑈00000020380⑈

Debit 1396 - \$203.80 - 08/10/2005

CHARLES M. VERRUGGIO
868 TREASURE LAKE
DU BOIS, PA 15801

60-833/313
000202424
1450

DATE 8-25-05

PAY TO THE ORDER OF TLPOA \$ 14.00
Fourteen dollars 00/100 DOLLARS @

Citizens Trust Company
PORT ALLEGANY, PENNA. 16743

MEMO Chak m. Verruggio

⑆031308331⑆0002024024⑆1450 ⑈0000001400⑈

Debit 1450 - \$14.00 - 08/25/2005

CHARLES M. VERRUGGIO
868 TREASURE LAKE
DU BOIS, PA 15801

60-833/313
000202424
1398

DATE 8-5-05

PAY TO THE ORDER OF United Electric \$ 35.00
Thirty-Five dollars 00/100 DOLLARS @

Citizens Trust Company
PORT ALLEGANY, PENNA. 16743

MEMO 500226300 Chak m. Verruggio

⑆031308331⑆0002024024⑆1398 ⑈0000003500⑈

Debit 1398 - \$35.00 - 08/10/2005

DEPOSIT TICKET

CHARLES M. VERRUGGIO
868 TREASURE LAKE
DU BOIS, PA 15801

60-833/313
000202424
200.00

DATE 8/01/05

DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL

Citizens Trust Company
PORT ALLEGANY, PENNA. 16743

MEMO Port Allegany 08/02/05 11:00

⑆031308331⑆0002024024⑆ ⑈00000020000⑈

Credit \$200.00 - 08/02/2005

CHARLES M. VERRUGGIO
868 TREASURE LAKE
DU BOIS, PA 15801

60-833/313
000202424
1444

DATE July 22 2005

PAY TO THE ORDER OF Family House \$ 25.00
Twenty-Five dollars 00/100 DOLLARS @

Citizens Trust Company
PORT ALLEGANY, PENNA. 16743

MEMO Frank Chene - UPAC Chak m. Verruggio

⑆031308331⑆0002024024⑆1444 ⑈0000002500⑈

Debit 1444 - \$25.00 - 08/01/2005

DEPOSIT TICKET

CHARLES M. VERRUGGIO
PH. 814-642-0891
215 MAPLE STREET
PORT ALLEGANY, PA 16743

60-833/313
000202424
175.00

DATE 8-12-05

DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL

Citizens Trust Company
PORT ALLEGANY, PENNA. 16743

MEMO Port Allegany 08/15/05 12:48

⑆031308331⑆0002024024⑆ ⑈00000017500⑈

Credit \$175.00 - 08/15/2005

CHARLES M. VERRUGGIO
868 TREASURE LAKE
DU BOIS, PA 15801

60-833/313
000202424
1446

DATE July 25 2005

PAY TO THE ORDER OF Dept of Transportation \$ 12.00
Twelve dollars 00/100 DOLLARS @

Citizens Trust Company
PORT ALLEGANY, PENNA. 16743

MEMO Teacher's work Chak m. Verruggio

⑆031308331⑆0002024024⑆1446 ⑈0000001200⑈

Debit 1446 - \$12.00 - 08/01/2005

DEPOSIT TICKET

CHARLES M. VERRUGGIO
PH. 814-642-0891
215 MAPLE STREET
PORT ALLEGANY, PA 16743

60-833/313
000202424
175.00

DATE 8-18-05

DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL

Citizens Trust Company
PORT ALLEGANY, PENNA. 16743

MEMO Port Allegany 08/22/05 11:09

⑆031308331⑆0002024024⑆ ⑈00000017500⑈

Credit \$175.00 - 08/22/2005

CHARLES M. VERRUGGIO
868 TREASURE LAKE
DU BOIS, PA 15801

60-833/313
000202424
1447

DATE 7-25-05

PAY TO THE ORDER OF St. Joseph's Indian School \$ 3.00
THREE DOLLARS 00/100 DOLLARS @

Citizens Trust Company
PORT ALLEGANY, PENNA. 16743

MEMO LAKOTA INDIAN SD Chak m. Verruggio

⑆031308331⑆0002024024⑆1447 ⑈0000000300⑈

Debit 1447 - \$3.00 - 08/04/2005

PLAINTIFF
EXHIBIT "H" -

CHARLES M. VERRUGGIO
PH. 814-642-0991
215 MAPLE STREET
PORT ALLEGANY, PA 16743

60-833/313
0002024024

1261

DATE Dec. 17, 2005

PAY TO THE ORDER OF TLPOA \$ 30.00
thirty dollars 00/100

Citizens Trust Company
PORT ALLEGANY, PENNA. 16743

CHARLES M. VERRUGGIO

⑆03⑆30833⑆⑆0002024024⑆⑆26⑆ ⑈0000003000⑈

* TLPOA

Debit 1261 - \$30.00 - 12/28/2005

CHARLES M. VERRUGGIO
858 TREASURE LAKE
DU BOIS, PA 15801

60-833/313
0002024024

1416

DATE 12-20-05

PAY TO THE ORDER OF Draft Trans. PA \$ 12.00
twelve dollars 00/100

Citizens Trust Company
PORT ALLEGANY, PENNA. 16743

CHARLES M. VERRUGGIO

⑆03⑆30833⑆⑆0002024024⑆⑆16⑆ ⑈0000001200⑈

Debit 1416 - \$12.00 - 12/29/2005

CHARLES M. VERRUGGIO
858 TREASURE LAKE
DU BOIS, PA 15801

60-833/313
0002024024

1417

DATE 12-20-05

PAY TO THE ORDER OF PA Fish & Boat Commission \$ 39.00
thirty nine dollars 00/100

Citizens Trust Company
PORT ALLEGANY, PENNA. 16743

CHARLES M. VERRUGGIO

⑆03⑆30833⑆⑆0002024024⑆⑆17⑆ ⑈0000003900⑈

Debit 1417 - \$39.00 - 12/29/2005

DEPOSIT TICKET

CHARLES M. VERRUGGIO
PH. 814-642-0991
215 MAPLE STREET
PORT ALLEGANY, PA 16743

60-833/313
0002024024

DATE 12-20-05

DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL

SIGN HERE FOR CASH RECEIVED IF REQUIRED

Citizens Trust Company
PORT ALLEGANY, PENNA. 16743

Endorser Charles M. Verruggio 12/20/05

ACCTN 2024024

LESS CASH RECEIVED 778

\$ 260.00

⑆03⑆30833⑆⑆0002024024⑆ 012 ⑈0000026000⑈

Credit \$260.00 - 12/20/2005

DEPOSIT TICKET

NAME Charles Verruggio

ACCOUNT NO. 2024024

DATE 12-27-05

DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL

SIGN HERE FOR CASH RECEIVED IF REQUIRED

Citizens Trust Company
COVINGTON, PENNA. 16016

TRANSFER

LESS CASH RECEIVED

\$ 100.00

⑆03⑆30833⑆⑆0002024024⑆ 012 ⑈0000010000⑈

Credit \$100.00 - 12/27/2005

- PLAINTIFF
EXHIBIT "H"

*
TLPOA

CHARLES M. VERRUGGIO 13 4300 1181
PH. 814-642-0891
215 MAPLE STREET
PORT ALLEGANY, PA 15743
DATE Feb 28, 2003
PAY TO THE ORDER OF TLPOA \$ 14.75
Fourteen dollars 75/100
Citizens Trust Company
PORT ALLEGANY, PENNA. 15743
MICR: ⑆031308331⑆0002024024⑆1181⑆0000001475⑆

Debit 1181 - 14.75 - 03/19/03

DEPOSIT TICKET
CHARLES M. VERRUGGIO
PH. 814-642-0891
215 MAPLE STREET
PORT ALLEGANY, PA 15743
DATE 03-31-03
DEPOSIT NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL
Citizens Trust Company
PORT ALLEGANY, PENNA. 15743
MICR: ⑆031308331⑆0002024024⑆012⑆00000027000⑆
20.00
550.00
270.00

Credit 270.00 - 03/31/03

CHARLES M. VERRUGGIO 13 4300 1182
PH. 814-642-0891
215 MAPLE STREET
PORT ALLEGANY, PA 15743
DATE 3-1-03
PAY TO THE ORDER OF Dollar Tree \$ 5.56
Five Dollars 56/100
Citizens Trust Company
PORT ALLEGANY, PENNA. 15743
MICR: ⑆031308331⑆0002024024⑆1182⑆0000000556⑆

Debit 1182 - 5.56 - 03/05/03

CHARLES M. VERRUGGIO 13 4300 1183
PH. 814-642-0891
215 MAPLE STREET
PORT ALLEGANY, PA 15743
DATE 03-03-03
PAY TO THE ORDER OF A Motors \$ 65.00
Sixty Five Dollars 00/100
Citizens Trust Company
PORT ALLEGANY, PENNA. 15743
MICR: ⑆031308331⑆0002024024⑆1183⑆00000006500⑆

Debit 1183 - 65.00 - 03/10/03

CHARLES M. VERRUGGIO 13 4300 1184
PH. 814-642-0891
215 MAPLE STREET
PORT ALLEGANY, PA 15743
DATE 03-03-03
PAY TO THE ORDER OF Danland \$ 141.00
One Hundred forty-one dollars 00/100
Citizens Trust Company
PORT ALLEGANY, PENNA. 15743
MICR: ⑆031308331⑆0002024024⑆1184⑆00000014100⑆

Debit 1184 - 141.00 - 03/19/03

CHARLES M. VERRUGGIO 13 4300 1185
PH. 814-642-0891
215 MAPLE STREET
PORT ALLEGANY, PA 15743
DATE 03-04-03
PAY TO THE ORDER OF LEE ANN COLLINS, TAX COLLECTOR \$ 64.68
Sixty-four dollars 68/100
Citizens Trust Company
PORT ALLEGANY, PENNA. 15743
MICR: ⑆031308331⑆0002024024⑆1185⑆00000006468⑆

Debit 1185 - 64.68 - 03/12/03

CHARLES M. VERRUGGIO 13 4300 1186
PH. 814-642-0891
215 MAPLE STREET
PORT ALLEGANY, PA 15743
DATE 3-10-03
PAY TO THE ORDER OF TLPOA \$ 14.75
Fourteen dollars 75/100
Citizens Trust Company
PORT ALLEGANY, PENNA. 15743
MICR: ⑆031308331⑆0002024024⑆1186⑆0000001475⑆

Debit 1186 - 14.75 - 03/31/03

* TLPOA

- PLAINTIFF
EXHIBIT "H"

CHARLES M. VERRUGGIO
PA. 814-842-0971
215 MAPLE STREET
PORT ALLEGANY, PA. 16743

10-1023/113
XXXX24889

913

DATE 07-01-02

PAY TO THE ORDER OF 0905056650 1652915941 07-08-02 08 41 500

Fifty-one dollar other DOLLARS \$500.00

050296923 415 25 5607 5608

Citizens Trust Company
PORT ALLEGANY, PENNA. 16743

Charles M. Verruggio

EJND _____

⑆03130833⑆00002024024⑈0913 ⑆0000004160⑈

Debit 913 - 41.60 - 07/10/02

CHARLES M. VERRUGGIO
PH. 814-842-0981
216 MAPLE STREET
PORT ALLEGANY, PA 16743

60-837/31
(0000000000)


914

DATE 07-01-07

PAY TO THE ORDER OF P.A.A.F.P. \$ 6⁰⁰/₁₀₀

SIX DOLLARS 00/100

Amount (Printing Only)

 Citizens Trust Company
PORT ALLEGANY, PENNA. 16743

Charles M Verruggio

0000
⑆0031308331⑆00002024024⑆0914⑆000000006000⑆

Debit 914 - 6.00 - 07/09/02

CHASER M. VERRUGGIO
PH. 814-642-0591
215 MAPLE STREET
PORT ALLEGANY, PA. 15743

DATE 07-16-02

PAY TO THE ORDER OF TLOX \$ 3200
120030266 400 13 4294 4296
~~TWO THOUSAND DOLLARS~~

Citizens Trust Company
PORT ALLEGANY, PENNA. 15743

SIOYANN LANDINE LOTEST
103130833100020240240915

915

AMT.

* TLPOA

Debit 915 - 30.00 - 07/22/02

- PLAIN, FF
EXHIBIT "H"

CHARLES M. VERRUGGIO
PH. 814-842-0881
215 MAPLE STREET
PORT ALLEGANY, PA 15745

05-07-02

906

PAY TO THE ORDER OF PPIL \$ 165.78

One Hundred Sixty Five and 78/100

Citizens Trust Company
PORT ALLEGANY, PENNA. 15745

0726370-0

0031308331000020240240906 00000016578

Debit 906 - 165.78 - 05/07/02

CHARLES M. VERRUGGIO
PH. 814-842-0881
215 MAPLE STREET
PORT ALLEGANY, PA 15745

05-09-02

907

PAY TO THE ORDER OF PPIL \$ 16.39

Sixteen and 39/100

Citizens Trust Company
PORT ALLEGANY, PENNA. 15745

0031308331000020240240907 00000001639

Debit 907 - 16.39 - 05/09/02

CHARLES M. VERRUGGIO
PH. 814-842-0881
215 MAPLE STREET
PORT ALLEGANY, PA 15745

05-13-02

908

PAY TO THE ORDER OF CASH \$ 50.00

FIFTY DOLLARS

Citizens Trust Company
PORT ALLEGANY, PENNA. 15745

0031308331000020240240908 00000005000

Debit 908 - 50.00 - 05/13/02

CHARLES M. VERRUGGIO
PH. 814-842-0881
215 MAPLE STREET
PORT ALLEGANY, PA 15745

05-30-02

909

PAY TO THE ORDER OF TLPOA \$ 30.00

Thirty Dollars

Citizens Trust Company
PORT ALLEGANY, PENNA. 15745

0031308331000020240240909 00000003000

Debit 909 - 30.00 - 05/30/02

* TLPOA

PLAINTIFF
EXHIBIT "H"


CHARLES M. VERRUGGIO
PH. 814-642-0991
215 MAPLE STREET
PORT ALLEGANY, PA 16743

60-833/313
0002024024

10208738 400 4345 489147

DATE 04-05-03

PAY TO THE ORDER OF DuBois E.M.S. Ambulance \$ 5.00
FIVE DOLLARS 00/100 DOLLARS ☒ ☐

 Citizens Trust Company
PORT ALLEGANY, PENNA. 16743

MEMO Ambul. ORNATION TRANS. UK Charles M Verruggio ST

103130833100020240241147 00000000500

1147 - 5.00 - 04/17/03

* TLPOf


CHARLES M. VERRUGGIO
PH. 814-642-0991
215 MAPLE STREET
PORT ALLEGANY, PA 16743

60-833/313
0002024024

102108542 400 13 4174 4166 1145

DATE 04-04-03

PAY TO THE ORDER OF UNICEF \$ 5.00
FIVE DOLLARS 00/100 DOLLARS ☒ ☐

 Citizens Trust Company
PORT ALLEGANY, PENNA. 16743

MEMO Charles M Verruggio ST

103130833100020240241145 00000000500

1145 - 5.00 - 04/17/03

- PLAINTIFF
EXHIBIT "H"

Treasure Lake Property Owners
Association, Inc.
13 Treasure Lake
Dubois, PA 15801

October 15, 2007

Re: Lot 687, Section 19,
Cayman Landing Campground

Attn: Matthew Begley

Dear Mr. Begley:

Enclosed herewith please find a copy of the Mechanic's Lien Claim,
the original of which was filed with the Clearfield County
Prothonotary's Office today.

If you have any questions you may contact me at my Treasure Lake
address.

Very truly yours,

Charles M. Verruggi

U.S. POSTAL SERVICE CERTIFICATE OF MAILING PA-15801
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT
PROVIDE FOR INSURANCE-POSTMASTER

Received From: *CHARLES M VERRUGGI*
868 TREASURE LAKE
Du Bois PA 15801

One piece of ordinary mail addressed to:
TREASURE LAKE P.O.A, INC
13 TREASURE LAKE
Du Bois PA 15801
MECHANIC'S LIEN CLAIM

0000
OCT 15 2007
JSPS
00100668-05
\$1.05
U.S. POSTAGE
PAID
DUBOIS, PA
15801
OCT 15, 07
AMOUNT

"I" "I"

PS Form 3817, January 2001

PLAINT.FF
- EXHIBIT "I"

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

UCT 15 2007

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

[Signature]
Prothonotary/
Clerk of Courts

CHARLES M. VERRUGGIO

Plaintiff

vs

TREASURE LAKE PROPERTY OWNERS
ASSOCIATION, INC.

and,

MATTHEW S. BEGLEY PCAM
TLPOA GENERAL MANAGER

Defendant

TYPE OF FILING: MECHANIC'S
LIEN CLAIM: Pa.R.C.P. 1650-
1661 & MECHANIC'S LIEN LAW
1963, 49 P.S. 49, §1101
et seq.

FILING NO: 2007-1667-CD

FILED ON BEHALF OF:
PLAINTIFF

FILED BY: PLAINTIFF, pro se
CHARLES M. VERRUGGIO
868 TREASURE LAKE
DuBOIS, PA 15801
(814) 771-4493

Plaintiff Copy

- EXHIBIT PLAINTIFF
"I" -

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY

PENNSYLVANIA

CHARLES M. VERRUGGIO

NO: 2007-1667-CD

Plaintiff

vs

TREASURE LAKE PROPERTY OWNERS ASSOCIATION,
INC.

and

MATTHEW S. BEGLEY, PC
TLPOR GENERAL MANAGER

Defendant

NOTICE

This is to notify you that a Mechanic's Lien Claim has been filed against you. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this notice and Claim are served, by entering a written appearance personally or by an attorney and filing in writing with the Court your defenses or objections to this Claim set forth against you. You are warned that if you fail to do so the plaintiff, Charles M. Verruggio, will file a Civil Complaint against you in the Court of Common Pleas of Clearfield County, PA. in accordance with and pursuant to the Pa.R.C.P.: Rules 1650 through 1661, and the Mechanic's Lien Law of 1963, 49 P.S. §1101 et seq. 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
230 MARKET STREET
CLEARFIELD PA 16830
(814) 765-2041

"I"

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

CHARLES M. VERRUGGIO

Plaintiff

vs

TREASURE LAKE PROPERTY OWNERS
ASSOCIATION, INC.

and

MATTHEW S. BEGLEY, PCAM
TLPOA GENERAL MANAGER

Defendant

TYPE OF CASE: CIVIL ACTION
FILING:

CASE NO: FILING NO: 2007-1667-CD

TYPE OF PLEADING: MECHANIC'S
LIEN CLAIM AS GOVERNED BY THE
MECHANIC'S LIEN LAW OF 1963,
49 P.S. §1101 et seq. & THE
Pa.R.C.P. 1650 through 1661

AND NOW comes CHARLES M. VERRUGGIO, Plaintiff, pro se, and files
the within stated Pleading: Mechanic's Lien Claim, the facts in
support of which are as follows:

1. The plaintiff, CHARLES M. VERRUGGIO, is an adult individual,
sui juris, who resides at 868 Treasure Lake, DuBois, PA 15801.
2. The Defendant, TREASURE LAKE PROPERTY OWNERS ASSOCIATION, INC.
is an Association incorporated and conducting business at it's main
offices located at: 13 Treasure Lake, DuBois, Clearfield County,
PA. 15801.
3. The defendant, MATTHEW S. BEGLEY, PCAM, TLPOA GENERAL MANAGER,
is an adult individual, who is employed by Treasure Lake Property
Owners Association, Inc., as it's general manager. Address: 13 TREASURE LK
DuBois, PA 15801. end
4. The matter giving rise to this Claim [Mechanic's Lien], is for
the Breach of both verbal and written contracts/agreements entered
into between the plaintiff, Charles M. Verruggio and the defendant

Treasure Lake Property Owners Association, Inc., and it's general manager, Matthew S. Begley, on or about October 14, 2002.

5. Aforementioned Breaches were continuous from October, 14, 2002 through June 13, 2007, and were unilaterally addressed by the plaintiff, Charles M. Verruggio to TLPOA & Matthew Begley through several actions on the part of plaintiff, i.e.: certified letters, personal telephone messages, personal visits to TLPOA offices, the last of which was letter from plaintiff to defendant dated June 4, 2007, to the attention of Mr. Begley. Certified U.S. Postal Receipt No: 7006 2760 0001 8116 1905 and letter more accurately described in Exhibit No: One (1), attached hereto and incorporated as though the same were set forth fully herein.

[NOTE: TLPOA and it's agent, Matthew have at no time responded to any request made by plaintiff to resolve this matter in an amicable manner to avoid civil litigation].

6. The plaintiff, on June 13, 2007 posted the Preliminary Notice of Intention to File Claim: Mechanic's Lien, against the following Building and Premises:

Lot 687, Section 19, Cayman Landing Sub-Division, Treasure Lake, DuBois, PA 15801, which said property is recorded at the Recorder of Deeds Office in the Clearfield County Courthouse, Clearfield, PA 16830.

Notice of the posting and a copy of the Notice was also sent to TLPOA, 13 Treasure Lake, DuBois, PA 15801 by Certified Mail, Receipt NO: 7006 2760 0001 8116 2469, and received by TLPOA on June 15, 2007. Said Notice and Receipt more accurately described in Exhibit "E", attached hereto and incorporated as though the same were set forth fully herein. (Affidavit of Service included)

" I "

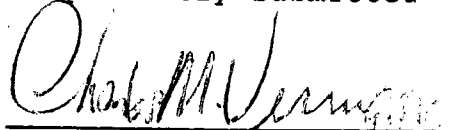
7. The plaintiff, on October 9, 2007, posted Notice, Mechanic's
~~Lien Claim against the following Building and Premises:~~

Lot 687, Section 19, Cayman Landing Campground Sub-Division
Treasure Lake, DuBois, PA 15801, which said property is recorded
at the Recorder of Deeds and Records Office in the Clearfield
County Courthouse, Clearfield, PA 16830.

A copy of the Notice and Affidavit of Formal Notice was also sent
to TLPOA, 13 Treasure Lake, DuBois, PA 15801 by Certified Mail,
Receipt NO: 7006 2150 0003 6813 2932. Said receipt, Notice and
Affidavit more accurately described in Exhibit "2", attached hereto
and incorporated as though the same were set forth fully herein.

[NOTE: The plaintiff's Mechanic's Lien Claim, Exhibit # "2",
contains exhibits marked "A" through "E", more accurately described
and incorporated as though the same were set forth fully herein].

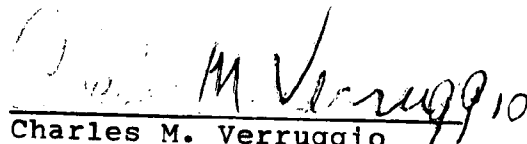
Respectfully submitted



Charles M. Verruggio
868 Treasure Lake
DuBois, PA 15801
(814) 771-4493

VERIFICATION

I, Charles M. Verruggio, Plaintiff, pro se, in this action, Mechanic's Lien Claim, do hereby verify that all of the foregoing facts set forth in this Claim are true and correct to the best of my knowledge, information and belief. Further, I make this verification with knowledge and understanding of the provisions of 18 Pa. C.S.A. §4904 (Unsworn Falsification to Authorities).


Charles M. Verruggio
Plaintiff, pro se

"I"

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY

PENNSYLVANIA

CHARLES M. VERRUGGIO

Plaintiff

CIVIL ACTION: MECHANIC'S
LIEN CLAIM FILING

vs

NO:

TREASURE LAKE PROPERTY OWNERS
ASSOCIATION, INC.

and

MATTHEW S. BEGLEY, PCAM
TLPOA GENERAL MANAGER

Defendant

CERTIFICATE OF SERVICE

I, Charles M. Verruggio, plaintiff, pro se, in the above referenced
Mechanic's Lien Claim, do hereby certify that on the 15 day of
October, 2007, I served a copy of the same, by mailing same via
First Class Mail, postage prepaid to the following:

Treasure Lake Property Owners
Association, Inc.

13 Treasure Lake
DuBois, PA 15801

DATED: OCTOBER 15, 2007

Charles M. Verruggio
868 Treasure Lake
DuBois, PA 15801

"I"

Treasure Lake P.O.A, Inc.
13 Treasure Lake
DuBois, PA 15801

JUNE 4, 2007

ATTN: Matt Begley

Re: Lot 50, Section 8A,
Five Fathoms Road; Lot 687
Section 19, Cayman Landing
Subdivision; UDI Lot 833-975
& 1075-1311, Cayman Landing

Dear Mr. Begley:

This letter is a recapitulation of the unilateral events that have taken place with reference to the above-mentioned Treasure Lake Lots since September, 2002, as follows:

1. In September, 2002, Evelyn Verruggio Orlando and I, Charles M. Verruggio, entered into negotiations with TLPOA, and you, Matt Begley, as their representative, to purchase Lot 687, Section 19 in Cayman Landing Subdivision of Treasure Lake.
2. At that time I owned Lot 50-8A and UDI Lots 833-975 & 1075-1311.
3. Through Two (2) scheduled meetings between Ms. Orlando, you and I, the following matters/issues were resolved:
 - (a) you informed us that to execute the purchase transaction either an outright purchase price, (which I believe at that time was \$2,000.00), was necessary, or in the alternative; either of the presently owned properties by me in addition to a \$500.00 consideration for Lot 687 was necessary.
 - (b) I chose to trade a property and furnish the \$500.00.
 - (c) you informed me that the TLPOA attorney would prepare the new deeds and that the transaction could be handled through the U.S. Mail Services, to which information we agreed was an appropriate manner in which to conduct the purchase/trade.
 - (d) you directed your assistant to supply us with the necessary Cayman Landing Lot Improvement Forms for the proposed addition at Lot 687 Cayman Landing, which I completed and returned to TLPOA on October 14, 2002.
 - (e) at the meeting I inquired concerning the activation of the electric service to Lot 687 Cayman Landing. You acknowledged, understood, agreed it should be activated and consenting gave me the name of the electric service: United Electric Cooperative, to which service company I activated account number 5500226300 and service has been continuous and uninterrupted since October, 2002.
 - (f) regarding the water supply to Lot 687 Cayman Landing, you instructed me to contact the Cayman Landing/Treasure Lake maintenance

CLAIMANT

EXHIBIT "1"

"I"

crew for the purpose of activating the water supply, which contact was made and activation continuous and uninterrupted since October, 2002.

(g) you acknowledged, agreed to, understood and consented to the transfer of my RV, boat and vehicle from my UDI LOT to the new Lot 687 giving me consent to begin clearing said lot in preparation of the new addition, as contemporaneously the new deeds were being prepared for the agreed upon trade, and also understanding, agreeing to, I performed those tasks as per our agreement.

(h) the new deed to Lot 687 Cayman Landing being prepared by TLPOA attorney, was to reflect the new owners, (as did the United Electric Service Account), as follows: Charles Verruggio, Evelyn V. Orlando, & Phyllis Verruggio.

Subsequent to our initial meetings regarding the aforementioned terms conditions tasks and promises made between TLPOA and you as their agent, Evelyn V. Orlando and myself, Charles Verruggio, I sent you a letter of concern dated February 12, 2003. Said letter was sent Four (4) months after you had committed to the above stated paragraph Three (3), a through h.

Since our initial meetings in September/October, 2002, you have chosen to disassociate yourself from the trade agreement we entered into and unexplained you have summarily disregarded, ignored, dismissed, evaded, neglected and virtually abandoned your responsibility, commitment and duty as an agent of TLPOA , to its members to which you have failed to be accountable. You have not once responded to any phone communication from me to you; to any personal visit made by me to TLPOA offices, nor any of the not less than Five (5) attempts through the U.S. Mail, to resolve this long over-due, convoluted matter which began in 2002.

Parenthetically, I find it quite curious that you did, in fact, respond promptly to Shelley Hayton, in your letter dated May 31, 2007, RE: Charles Verruggio, as follows:

(a) on 1-25-07 RE/MAX by agent Shelley Hayton entered into a Listing Contract (Exclusive) with me for Lot 50-8A T.L.

(b) previously, in June, 2006, Shelley Hayton and I entered into discussions regarding Lot 687 Cayman Landing. She presented me with listings of comparable property in Cayman.

(c) on 1-25-07, when we signed the listing contract, Ms. Hayton informed me she was privy to the trade agreement entered into in 2002 between you and I, and she suggested she speak with you regarding the same. I gave Ms. Hayton a copy of the letter I sent to you dated 2-12-03 along with a copy of the cashier's check made out to TLPOA, noted for LOT # 687, in the amount of \$500.00. She was to bring it to you in hopes of resolving this Six (6) year matter. Four (4) months later, after complete non-communication between Ms. Hayton and myself, I sent Ms. Hayton a letter dated May 25, 2007, stating my concerns, i.e.: no sign on property 'for sale'; no contact for four months; and most egregious, she failed to return the copies of the documents I had given to her.

CHIMANT
EXHIBIT "1"

"I"

She responded in a letter dated May 29, 2007, which letter in reference to the documents she showed you, states the following:

"I DID TALK TO MATT BEGLEY RIGHT AFTER OUR MEETING, AS YOU GOT NO ANSWERS NEITHER DID WE. THE CAYMAN LANDING PROPERTY IS A REAL PROBLEM FOR YOU AND I DO NOT KNOW WHAT YOU SHOULD DO. AS FOR THE PAPERS YOU LEFT HERE WE MAILED THEM BACK TO YOU RIGHT AFTER WE SPOKE TO MATT"

My questions to you are as follows:

(a) How is it possible that Ms. Hayton, after one (1) conversation with you becomes aware that Cayman Landing Lot 687, 'is a real problem for me', when after Six (6) years of unilateral attempts to resolve a simple trade agreement transaction on the part of this member, has failed to inform him, in any manner whatsoever of any 'real problem'.

(b) what discussion took place and what property owned by me was the topic disclosed to Ms. Hayton at the meeting you refer to in letter dated May 31, 2007.

Since our mutual consent and agreement made in September/October, 2002 relevant to the trade/purchase of Lot 687 Cayman Landing the following improvements have been performed by me at the Lot, to which improvements TLPOA and you, Mr. Begley, have been aware of, informed by me of the same, have been addressed at the Cayman Landing Campground Office to which they also are aware of, they are as follows:

(a) Lot clearing to receive RV

(b) Landscaping: i.e.: tree planting, fruit trees, colorado blue spruce, birch and other trees from the Arbor Day Foundation, lilac bushes, lavender shrubs, perennial flowers; roses, tiger lilies, iris, wildflowers, tulips, azaelas, herb gardens, rhoddendrens, and more, in excess of \$4,200.00

(c) Yard furniture & fencing, approximately \$1,500.00

(d) an addition construction to lot 687 pursuant to the Lot Improvement schedule, drawings, material lists, all in accordance to local ordinance/specification and TLPOA & C.L. Subdivision regulations which Lot Improvement Forms were submitted and accepted by TLPOA on 10-14-02, @ an estimated cost in excess of \$18,000.00.

As stated above, all improvements are in compliance to all the requirements of all authorities, and they have been recorded on video-audio camcorder tapes.

[Note: In contrast to various and numerous violations throughout the Cayman Landing Subdivision to its Declaration of Restrictions and local ordinance regulations; Lot 687 Cayman Landing is in complete compliance. Certainly, it would be an unpleasant and needless packet of problems should it become necessary to investigate such concerns].

CLIMANT
EXHIBIT "1"

"I"

Further, with respect to Lot 50-8A, Five Fathoms, I have great concern for how the 2007 payment installment agreement has been handled. I paid the first payment of 188.50 with check # 1243, which was paid to you on May 31, 2007. When the marina sales clerk attempted to issue my 2007 boat stickers, she was informed by your office they hadn't received payment yet. She called the office on May 31, 2007 and again on June 1, 2007. To date, June 4, 2007, I have been denied my 2007 stickers. I fail to discern the reasons for such mis-communication.

Finally, there are several tracks we may travel to achieve a remedy and closure to this matter. The most arduous would be this:

(a) A Civil Complaint-Assumpsit/Breach of Contract pursuant to and in accordance to Pa.R.C.P. 1001.(a); 1001.(b)(1); 1001.(b)(3), filed in the Court of Common Pleas of Clearfield County. In support of which real estate statutes regarding; Conveyance, Delivery of Deed, Acceptance of Delivery, Earnest Money Provided, Possession and Rents, Effects of Contract-Interest of Buyer (equitable title, and doctrine of equitable conversion), Remedies to Buyer, Abandonment, Ratification, Requirements of Contract, Informal Contracts and Adverse Possession are among those statutes that will be addressed in the Complaint to which there is supporting evidentiary documentation.

(b) A Civil Complaint at the Magisterial District Court 46-3-01 for Breach of Contract which will cite similar statutes in support of the same.

(c) A Mechanics Lien filed against the Property located at 687 Cayman Landing, Section 19, for all improvement performed by Charles Verruggio pursuant to the 2002 Trade of Property Agreement entered into on 10-14-02, the agreement and consent and understanding of the performances by both parties regarding Lot 687.

The above remedies are the arduous, long and protracted and prohibitively expensive for all concerned, which include each and every member of TLPOA.

Obviously, and in the minds of reasonable people, the solution to this matter is simple. It is time to step up to the plate and honor and comply with the original terms, conditions, and promised made in the initial meetings between you and I in September/October 2002.

I say this to you, Mr. Begley, simply as a course we may follow with an eye focused on justice, so we may reach a fair, reasonable end to this matter.

The facts and claims I have presented all have substantial and verifiable documentation. The merits of the facts are valid, in other words, in my opinion and in a court of law, the burden of proof is overwhelmingly favorable supporting my claim.

In conclusion, to end all the consternation surrounding this matter, I suggest you engage in serious consultation with your counsel with reference to the obligations we have to one another. The preparation

CLAIMANT
Exhibit "I"

"I"

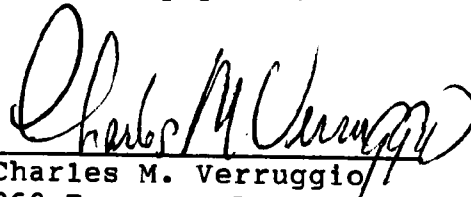
and transfer of the properties will stop substantial expense, burden and the uncertainties associated with protracted litigation. Also, it will finally put an end to this long over-due matter and confer considerable benefits to both parties, including but not limited to, avoidance of further expense, diversion of resources along with the anticipated distraction and disruption of the courts, should this matter necessitate such litigation.

I have been a member of TLPOA since November, 2001. I have complied with all of its by-laws, rules and regulations.

Please be advised that at this juncture, this letter is my final endeavor to reach an amicable resolution to this matter. If I do not hear from you by Monday, June 11, 2007, it is my intention to file a Complaint in one of the jurisdictions specifically mentioned in this letter: Court of Common Pleas, Clearfield County; Magisterial District 46-3-01.

Please, Govern Yourself Accordingly.

Very truly yours,



Charles M. Verruggio
868 Treasure Lake
DuBois, PA 15801
(814) 771-4493 Phone
(570) 829-0320 Fax/Phone

CLAIMANT
EXHIBIT "1"

"I"

7006 2760 0001 8116 1905

OFFICIAL USE

Postage \$ 0.00

Certified Fee \$ 2.00

Return Receipt Fee (Endorsement Required) \$ 0.00

Registered Mail Fee (Endorsement Required) \$ 0.00

Total Postage & Fees \$ 2.00

Sent to: T.L.P.O.A.

Street, Apt. No., or PO Box No. 13 TR. LK

City, State, ZIP+4 DuBois PA

Postage paid by meter or stamp

NO POSTAGE IS REQUIRED IF MAILED IN THE UNITED STATES

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:

T.L.P.O.A.
13 TREASURE LK
DuBois, PA 15801

2. Article Number

(Transfer from service label)

7006 2760 0001 8116 1905

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

RECIPIENT: COMPLETE THIS SECTION

Signature

Nancy Gordon

☐ Agent

☐ Addressee

B. Received by (Printed Name)

Nancy Gordon

C. Date of Delivery

6/5/07

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

Exhibit 1

"I"

**NOTICE
MECHANIC'S LIEN
49 p.s. 53-FORM
TWO-(2)**

Claim of contractor, Charles M. Verruggio against owner or
reputed owner: Treasure Lake Property Owners Association, Inc.,
13 Treasure Lake
DuBois, PA 15801,

and

Treasure Lake P.O.A. representative;

Matthew S. Begley, PCAM
TLPOA General Manager;

The following property is the subject of Mechanic's Lien:

SECTION NINETEEN (19), LOT SIX-EIGHTY-SEVEN (687), located in
the Cayman Landing Campground Sub-Division of Treasure Lake, and
recorded in the Clearfield County Courthouse Recorder of Deeds
Office, Clearfield, PA 16830.

STATEMENT OF MECHANIC'S LIEN :

I, CHARLES M. VERRUGGIO, contractor and builder of Hearth and
Home Builders, file this Mechanic's Lien pursuant to the Mechanic's
Lien Act of 1901, as amended, 49 P.S. 1et seq., against the building
and premises herein described and the curtilage appurtenant thereto,
for the payment of: TWENTY-THREE THOUSAND FIVE HUNDRED DOLLARS,
(\$23,500), plus legal expenses, together with interest from October
14, 2002, due said builder for the construction of the acknowledged,
consented to, approved by TLPOA, general manager, Matthew Begley,
Addition to the above-referenced property; Lot 687 Cayman Landing
Campground, Section 19, through the;

CAYMAN LANDING LOT IMPROVEMENT REQUEST, dated October 14, 2002,

**CLAIMANT
EXHIBIT "2"**

"I"

Request Application more accurately described in Exhibit "A", attached hereto as though the same were set forth fully herein.

The following is a statement of builders CLAIM:

1. The Claimant is Charles M. Verruggio,
868 Treasure Lake, DuBois, PA 15801.
2. The Owner or reputed owner of the premises and building against which this Mechanic's Lien is filed is: Treasure Lake Property Owners Association, Inc., 13 Treasure Lake, Dubois, PA 15801.
3. The contractor/builder for the construction of said Addition to Lot 687 Cayman Landing, Section 19, pursuant to both a written and verbal Contract with the Owner, TLPOA herein is called, "contractor".
4. The Claim is for the labor and materials and all other applicable expenditures furnished under the contracts entered into between the owner and the claimant on October 14, 2002.
5. The sum of TWENTY-THREE THOUSAND FIVE HUNDRED DOLLARS (\$23,500), plus legal expenses together with interest from October 14, 2002, is due the claimant/contractor on the contracts with the owner for the following:

(a)	Permanent Addition to Lot 687 Cayman Landing: [350 sq. ft. @ \$50 sq. ft.]	\$17,500.00
(b)	Permanent deck, railings steps, pickets, porch roofing to addition, (landscaping), [300 sq. ft. @ \$20 sq. ft.]	6,000.00
Total		<u>\$23,500.00</u>

[See Exhibit "A"].

6. The construction work/labor/materials averred in paragraph Five [5] were performed and/or furnished from October 14, 2002 through June 13, 2007. See the following Exhibits:

(a) Exhibit "A"

(b) Exhibit "B", letter dated 02-12-03, from claimant-

CLAIMANT
EXHIBIT "2"

"I"

contractor, Charles M. Verruggio, to Matt Begley.

(c) letter dated Oct 11, 2005 (Exhibit "C"), from claimant-contractor to T.L.P.O.A. & Cayman Landing; Re: Transfer of Properties.

(d) Exhibit "D", letter dated November 1, 2005 to Treasure Lake Administration, Re: letter dated 10/11/05, Transfer lot 50 for lot 687 Cayman Landing.

(e) Exhibit "E", Affidavit of Service of Intention to File Claim; posted and served to T.L.P.O.A. and Matt Begley on June 13, 2007, which affidavit describes the nature of the breaches of the Contracts herein referred to as the causes for said Mechanic's Lien.

7. The construction, work performed, labor and material furnished were performed/furnished to the above-referenced piece of property described as: All that certain piece of property located at: Lot 687, Section 19 in the Cayman Landing Campground, Sub-Division of Treasure Lake, DuBois, PA 15801, in Sandy Township, Clearfield County, Pennsylvania, and recorded in the Recorder of Deeds Office, Clearfield County Courthouse, Clearfield, PA 16830.

8. Verified notice of Claimant's Intention to File a Mechanic's Lien Claim against the building and land was served upon the owner in accordance with the Mechanic's Lien Law, Act of August 24, 1963 PL 1175, NO:475 & Pennsylvania Rules of Civil Procedure, Actions Upon Mechanic's Liens Rule NOS: 1651 through 1661, on June 13, 2007, by posting the same upon said premises, [Preliminary Notice].

9. Verification Notice of claimant's intention to file a Mechanic's Lien Claim against the building and land was served upon the owner in accordance with the Mechanic's Lien Act of 1901, 8, 49 P.S. 101, by posting the Notice upon the herein described property located at:

CLAIMANT
EXHIBIT "2"

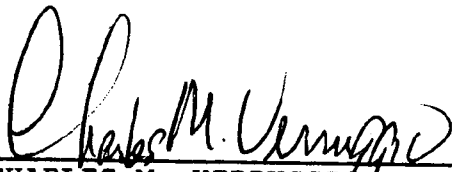
"I"

LOT 687, SECTION 19, CAYMAN LANDING CAMPGROUND SUB-DIVISION OF
TREASURE LAKE, DuBOIS, PA 15801; and also by serving the same

Notice to the owner at:

Treasure Lake Property Owners Association
13 Treasure Lake
DuBois, PA 15801, by Certified Return

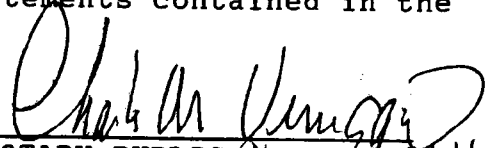
Receipt Mail Service.


CHARLES M. VERRUGGIO, CLAIMANT
868 Treasure Lake
DuBois, PA 15801
(814) 771-4493

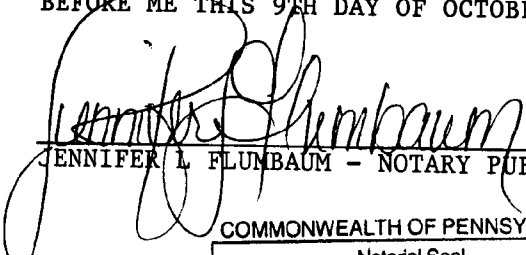
COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

I, CHARLES M. VERRUGGIO, being duly sworn according to law, deposes
and says that I am the above-named Claimant, that I am familiar
with the facts contained in the foregoing Mechanic's Lien as above-
stated, and that all of the above statements contained in the
foregoing notice are Just and True.

10/09/07
DATE



NOTARY PUBLIC Charles M. Verruggio

CHARLES M VERRUGGIO SUBSCRIBED & SWORN TO
BEFORE ME THIS 9TH DAY OF OCTOBER 2007.


JENNIFER L. FLUMBAUM - NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Jennifer L. Flumbaum, Notary Public
Sandy Twp., Clearfield County
My Commission Expires Feb. 5, 2009
Member, Pennsylvania Association of Notaries


SUMMARY
EXHIBIT "2"

"I"

AFFIDAVIT OF SERVICE OF FORMAL NOTICE OF INTENTION

TO FILE CLAIM

CHARLES M. VERRUGGIO, CLAIMANT

vs.

TREASURE LAKE PROPERTY OWNERS ASSOCIATION, INC., OWNER OR REPUTED OWNER OF PROPERTY LOCATED AT: LOT 687 CAYMAN LANDING CAMPGROUND, SECTION 19, SUB-DIVISION OF TREASURE LAKE, DuBOIS, PA 15801.

COMMONWEALTH OF PENNSYLVANIA
CLEARFIELD COUNTY:

I, CHARLES M. VERRUGGIO, being duly sworn according to law, deposes and says that I served the Notice, a true and correct copy whereof is hereto attached, upon Treasure Lake Property Owners Association, Inc., and it's representative, Matthew Begley, the owner of the Lot 687 and building therein described on October 9 2007

at about 3:15 O'Clock PM., by posting the same on the main entrance door to Lot 687, Section 19, Cayman Landing Campground; and also by certified return receipt mail service to said owners at:

TLPOA
13 Treasure Lake
DuBois, PA 15801

Oct 9, 2007
DATE

Jennifer L. Flumbaum
NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Jennifer L. Flumbaum, Notary Public
Sandy Twp., Clearfield County
My Commission Expires Feb. 5, 2009
Member, Pennsylvania Association of Notaries

Charles M. Verruggio
CHARLES M. VERRUGGIO, CLAIMANT

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF CLEARFIELD) SS

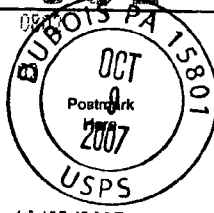
CHARLES M VERRUGGIO SUBSCRIBED & SWORN TO
BEFORE ME THIS 9TH DAY OF OCTOBER 2007.

CLAIMANT
EXHIBIT "2"

"I"

7006 2150 0000 0512 9002

U.S. Postal Service™	
CERTIFIED MAIL™ RECEIPT	
(Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage	\$ 1.48
Certified Fee	\$2.65
Return Receipt Fee (Endorsement Required)	\$2.15
Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees	\$ 6.28



10/09/2007

Sent To	
TCLPOA	
Street, Apt. No., or PO Box No. 13 TREASURES LLC	
City, State, ZIP+4 DuBois 15801	

PS Form 3800, August 2006 See Reverse for Instructions

CLAIMANT
EXHIBIT "2"

"I"

CAYMAN LANDING LOT IMPROVEMENT REQUEST

DATE 10-14-02

PROPERTY OWNER'S NAME CHARLES/PHYLLIS VERRUGGIO
EVELYN ORLANDO VERRUGGIO


LOT 687
867

HOME ADDRESS 868 TREASURE LAKE

Du Bois PA 15601

TELEPHONE

570 239 8111 (cell)
814 642 5074

REQUESTED IMPROVEMENTS: Addition (12'x20'), Roof overhang to
Accomodate Camper (22'x20') , 8'x12' DECK, 8'x10' SHED,
20'x12' Pavillion Boat Storage, 8'x12' SCREENED Porch

REASON: SEASONAL LIVING QUARTERS

Show on the attached form a detailed plan of your lot indicating all improvements to be made showing it in relation to **lot boundaries** - be sure to **include the lot dimensions, trailer dimensions, and any other dimensions** with regard to the improvements you request. You must show dimension from lot lines of your trailer, shed, or any other requested improvement.

PERMIT FEES: TRAILER PLACEMENT

\$30.00

SHEDS, DECKS, SCREENED PORCHES, ROOF OR AWNING \$10.00

PERMIT FEE MUST BE ATTACHED TO THIS REQUEST FORM.

PROPERTY CONTROL COMMITTEE NORMALLY MEETS THE 2ND AND 4TH WEDNESDAY EVENING OF EACH MONTH. APPLICATION SUBMISSION DEADLINE: CLOSE OF BUSINESS FRIDAY PRIOR TO THE WEDNESDAY MEETING. ATTENDANCE OF PROPERTY OWNER IS NOT REQUIRED AT THE MEETING.

☐ Please mail the permit

☒ I will pick up the permit at the POA building

revised 8/2/02

CLAIMANT
Exhibit "A"

"I"

FLOOR:

- 22 - 2x6x12' Joists
- 17 2x6x12' Plate/Frames
- 17 2x6x12' SILL Plate
- 11 1/2" CDX Plywood 4x8 floor-subfloor

Insulation
Piers-upright and
Transit

WALLS:

- 2x4x8 Precut - 65 - 65 -
- 2x4x12' Plate - 25 - 25 40
- 2x4x8' Jacks/Partitions - 25 -
Doors/windows
- 20 - 4x8 OSB walls 1/16

uprights Foundation Piers:

- x 12-bags Sacrete Concrete mix x
- x 12-12" cylinders Pier Forms 2' Deep x
- 2 - 6x6x12' uprights x

Section 20x20 Roof

- 36 - 2x8x12' RAFTER/Fly with 12" overhang @ 16" oc x
- 8 - 2x8x10' COLLAR TIE x
- 2 2x8x20'
- x 5 - 4x4x10' upright Post - Receive Roof FASCIA BOARD FOR CAMPER x

16' - 2x6x10' ~~RAFTER~~

12x8 ROOF:

- (15) 2x6x12' Rafters
- 1 - 2x6x8' Ridge
- 1 x Shingle
- 1 - 1x8x8' Fascia
- 2 Rolls felt 15lb

- 15 - 4x8 OSB Roof 1/16
- 5 x Shingles
- 8 1x10x12' Fascia Board
- 3 2x8x12 Ridge board

- interior partitions x 80 2x4 pre-cut
- 15 2x4x8'
- 15 2x4x12'
- nails 10p 6p
- stain

CLAIMANT
EXHIBIT "A" I

12.
28
96

24.
16/33'6

32
11
12x16 144
144

28
10
10
21
21
62

18
20
60

560

10
20
25
400
32
80

12
25
1240
16
80

18
18
36

6 - 4x4x12 Common Lumber
 39 - 2x6x8' Deck " 3.61
 39 - 2x8x12' Rafters 7.15
 8 - 2x8x10' Collar Ties 4.81
 2 - 2x8x16' Camper Roof Plate 10.46
 46 - 4x8 OLB 7/16 6.00
 2 - 2x10x12' 9.30
 2 - 2x12x12' 12.16
 164 Pickets
 9 - 1x10x12' Fascia
 145 premt 8' 1.90
 40 - 2x4x12' 3.34
 40 2x4x8' 2.35

Pressure Treated Lumber
~~4 - 4x4x8' Piers~~
 8 - 4x4x12' Camper Roof
 2 - 4x6x12' Foundation
 16.00 2x12

Masonry
 12 Bags Concrete
 12-2' Cylends

3 ¹²		
112	39	39
32	40	8
156	1560	
312		312
40	50	14
22	6	8
300	300	112
20		
25	350	
165	40	
45	1400	16
300	30	40
140		640
100		40
		240

Shingles
 60
 2 Roll Felt
 111

Insulation
 144 6400' R19
 350 6720' R30

Nails
 10p - Roofing
 6p - Decking
 120

Galvanized Deck Rnly
 5 Tarn

Space heaters

Electric

Plumbing

Doors

Windows

6' Sliders

1769 Lumber
 230 Shingle/Felt
 500 Insulation
 120 Cement
 210

2619
 781 Windows
 Sliders-Doors
 3400
 100 Nails
 500 Siding Exterior/stain
 4000

CLAIMANT
 EXHIBIT "A"

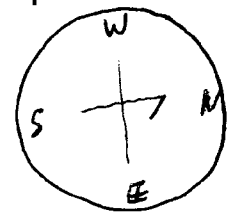
"I"

17
 450
 200
 8000
 28
 324
 312

30

FROM
Revised
MAP Sept 25 1998
Lot # SN 189899
By B. SNYDER

RAYMAN LANDING CAMPGROUND
TREASURE CK.



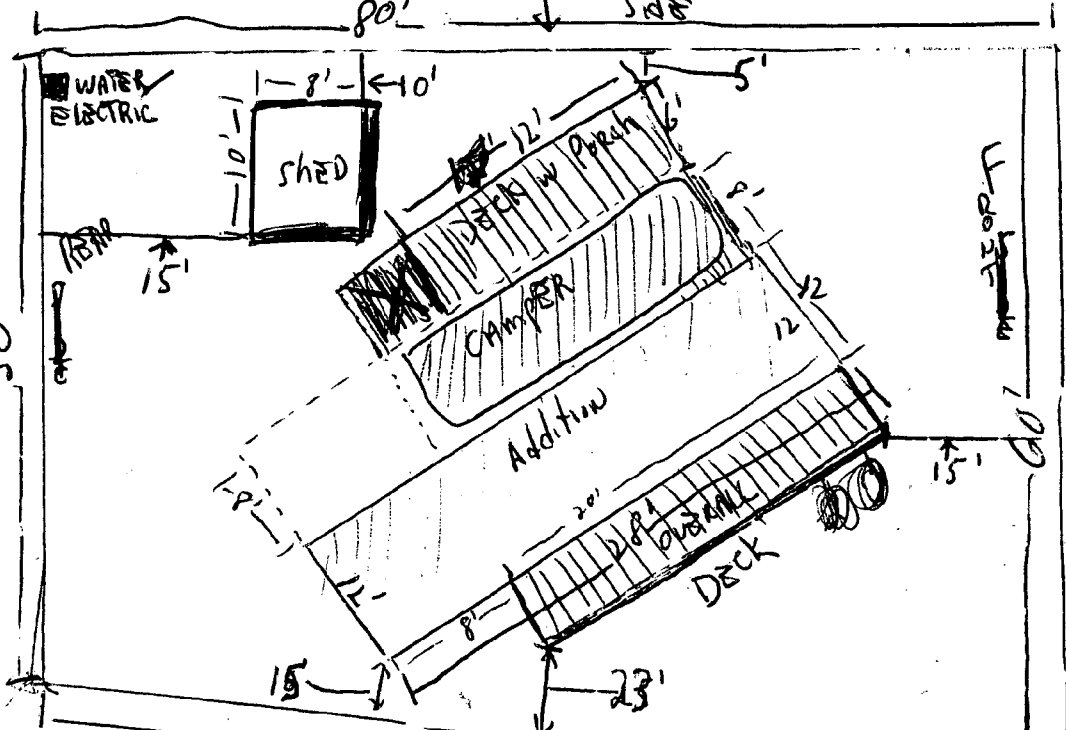
North

Yellow
Zone 1
Lot 687
Corner Craneck Rd / Southampton Lane

Lot 688

Lot 687

Lot 686

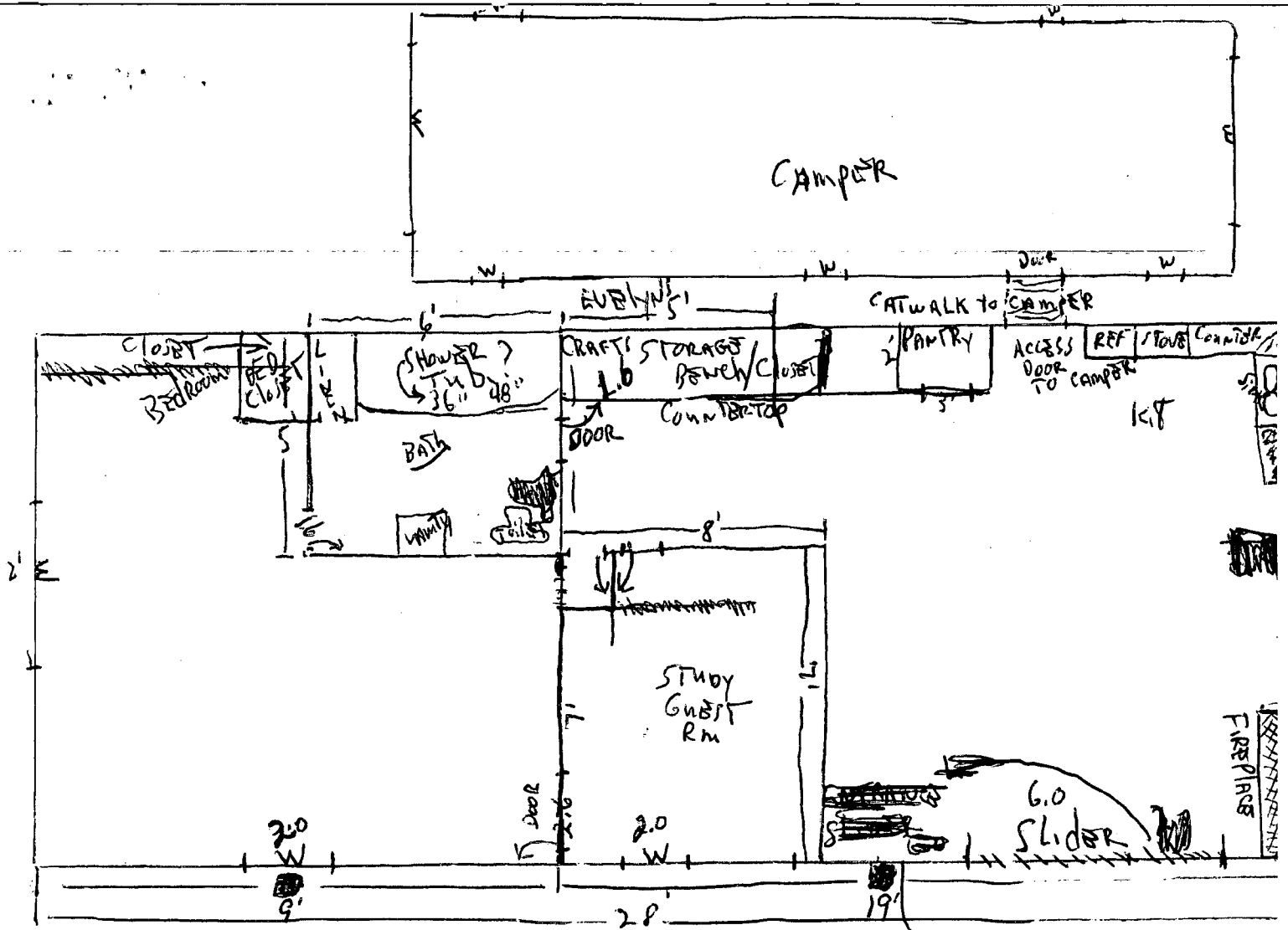


SOUTHAMPTON LANE

SIDE FRONT
CRANECK ROAD

CLAIMANT
Lot 687 EXHIBIT "A"

"I"



18x12 Cathedral Ceilings

- CLAIMANT
EXHIBIT "A"

"I"

MATERIALS)

20x28

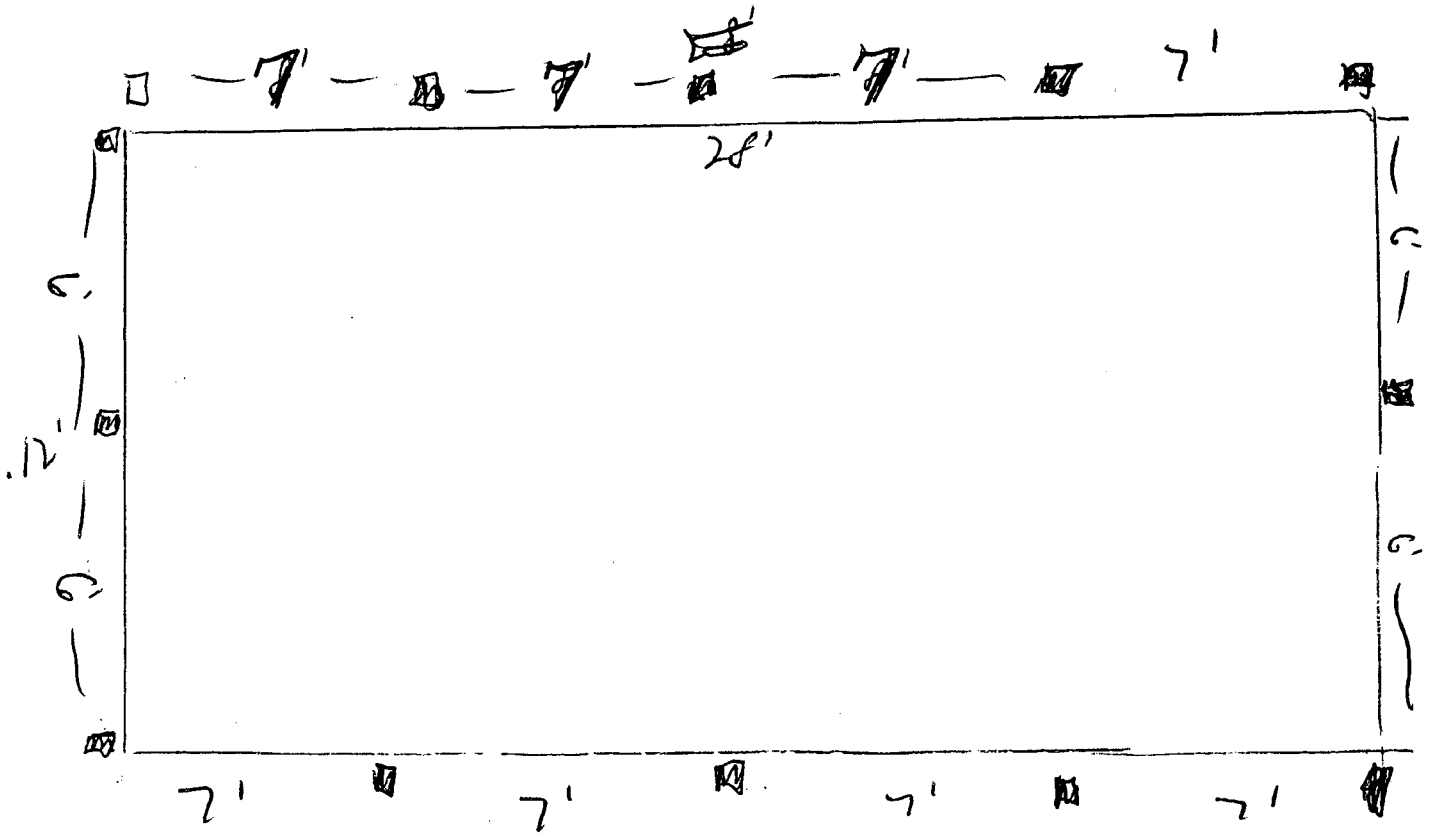
18
20
56 00
56 00

20x28 Roof 6/12 pitch

12x28 Addition

20x6 Deck (front)

20x6 Deck/w (Roof = 8'x20')



Concrete Piers

Addition

7' ϕ = 12 Piers = 12" cylinders 24" deep

CLAIMANT
EXHIBIT "A"

"I"

60
180
240
50
30
460
20
25
165
60
300
120
80

30
40
40
110

prcws
2x4 =

56
12
112
542
16/672
64
32
10

11
12
22
72'
3
3
24 @ 3'
24
16
16
80'

15-2x4x12
15-2x4x8'

42
10
42
94

Deck material list

1770
110
4880
60
60
300
400
100
800 D/wind
3600

8x24
12
48
248
161288
16
128
128

uprights 6-4x4x12'
Joists - 20-2x6x8'
Perimeter Plate 4-2x6x12'
4-2x6x8'
Railing 14-2x6x8'
Steps
Treads 2 2x10x12'
Hanger
Pickets 2 2x12x12'
Pickets @ 6" oc - 164

24
32
40
55

Nails
Stain
Decking 32 - 5/4 Decking

2
56
24
80
8
640
672
1312

Insulation

14
8
112

12
28
28
56
28
336
10
3360

24
28
192
48
672

336
15
1680
336
5040

- CLAIMANT
EXHIBIT "A"

"I"

Matt Begley
T.L.P.O.A.
Treasure Lake
DuBois, PA 15801
(814) 371-0711

02-12-03

Matt Begley:

This letter is in reference to the deed preparation initiated by T.L.P.O.A. and me in November, 2002.

To refresh your memory:

I was trading my property, Lot 50, located in the Barbadu section 8A, on 5 Fathoms Road, Treasure Lake, DuBois, PA 15801. The property I was to receive was Lot 687 located in Cayman Landing, Treasure Lake, DuBois, PA 15801. The deed preparation was begun and the following names were to be placed on the new deed:

Charles M. Verruggio
Evelyn Orlando Verruggio
Phyllis Verruggio

During our initial meeting you indicated to me I could move my camper, boat and vehicles to Lot 687. You also said I could activate the electric service and water supply to Lot 687.

T.L.P.O.A. maintenance crew turned the water supply on.

I activated the electric meter:

United Electric Cooperation, Inc.
P.O. Box 508
DuBois, PA 15801
(888) 581-8969

Account # 5500226300 in the names of: Charles Verruggio
Evelyn Verruggio
Phyllis Verruggio (copy enclosed)

Treasure Lake Property Owners Association approved the transaction and transferred the properties.

You informed me the T.L.P.O.A. attorney was preparing the deeds and the matter could be handled through the mail services.

The transfer of properties was to include the following:

Lot 50, section 8A plus \$500.00 (five hundred dollars) for Lot 687, Cayman Landing, T.Lk.

Enclosed is a copy of cashier's check # 297764190 \$700, for the proposed transaction.

CLAIMANT
EXHIBIT "B" -

"I"

To date, 2-12-03, I have not received any documents. I have made numerous phone calls. I have left numerous messages. I have stopped at T.L.P.O.A. administration offices to speak with you. All, to no avail.

I am in a quandry over this matter.

I have the permit forms filled out waiting for permit approval. I have prepared plot plans showing the proposed improvements to lot 687. I have moved the camper, boat and vehicles to the property. I have gotten estimate for the addition. I have cleared the property. The electric service and water supply is activated.

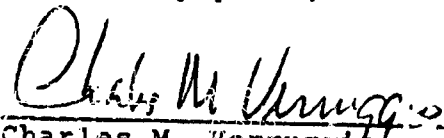
At your earliest convenience, please contact me so we may complete the trans and I can begin construction on the addition to lot 687.

I can be reached at the following address:

Charles M. Verruggio
C/O Phyllis Verruggio
1485 Montego, Apt. 309
Walnut Creek, CA 94598
(925) 256-4465
(570) 239-8111

Thank you for your anticipated cooperation in this matter.

Very truly yours,


Charles M. Verruggio

CLAIMANT
EXHIBIT "B"

"I"

T.L.P.O.A. & CAYMAN LANDINGS:

Oct. 11, 2005

RE: TRANSFER OF PROPERTIES;
LOT 50 SECTION 8A TREAS. LK / LOT 687
CAYMAN LANDINGS; INITIATED NOV, 2002

Enclosed you will find the following documents:

1. DEED to LOT 50 SECTION 8A "Baeuba" TREASURY LAKES SUBDIVISION
RECORDED NOV. 19, 2001
2. DEED to LOT 50, SECTION 8A "Baeuba" RECORDED NOV. 25, 2003
3. DEED to INTEREST in LOTS 835-975 & 1075-1311 PHASE ONE CAYMAN
LANDINGS UDI #27
4. TITLE to 1976 WICKES CAMPER (LOCATED ON UDI LOT 855
AT TIME OF TRANSFER to LOT 687; NOV 2002.
5. CAYMAN LANDINGS LOT IMPROVEMENT REQUEST DATED 10-14-02
6. REGISTRATION to 1993 CARLISLE 511 WHEEL 34
7. TRAVEL TRAILER H.O. Policy 077-0019971899
8. United Electric Corp., Inc. AGT to LOT/MAP # C)1075-S 687
ACTIVATED 10-02 #5500126300
9. LETTER to MATT BOGLEY
10. LETTER FROM T.L.P.O.A. RE: SECTION 19, LOT 687
11. COPY of CASHIER'S CHECK # 68001 to T.L.P.O.A. IN THE AMOUNT
OF \$500.00 FOR LOT 687 TRANSFER

I AM WRITING THIS AFTER I RECEIVED A PHONE MESSAGE INDICATING
THAT THERE WAS NO NOTICABLE PERMIT FOR THE ADDITION AND FURTHERMORE,
THAT LOT 687 WAS STILL NOT TRANSFERRED BUT RATHER LOT 687
WAS STILL IN THE NAME OF THE OLD PERMIT

ENCLOSURE EXHIBIT 1

ENCLOSURE EXHIBIT "C"

57
19
4
0

THIS MATTER, AFTER YEARS; FROM OCT. 2002 THROUGH OCTOBER, 2005
STILL REMAINS UNRESOLVED.

FOR THE ENTIRE TERM I HAVE BEEN WAITING FOR MATT BEEBY TO
HONOR WHAT WE DISCUSSED REGARDING THE TRANSFER OF PROPERTIES
MENTIONED ABOVE: LOT 50 SECTION 8A PLUS #504 FOR LOT 687)
SECTION 19 CAYMAN LANDING (AS HE SAID THE LAWYER WAS PREPARING THE DEEDS)
I HAVE BEEN PAYING TAXES & OTHER CHARGES FOR THE LOT 50 SECTION
8A FOR THE ENTIRE TERM OCT 2002 - OCT 2005.

I COMPLIED WITH LETTER FROM CAYMAN LANDING TO REMOVE ONE CAMPER
SINCE I HAVE CONSTRUCTED THE ADDITION TO ACCOMMODATE THE 1993
CARLISLE 5TH WHEEL I REMOVED THE 1976 WICKES CAMPER.

HOWEVER, I AM OBLIGED TO REMOVE THE 5TH WHEEL FOR 3 MONTHS &
I HAVE REINSTATED, TEMPORARILY, THE 1976 WICKES IN ITS PLACE.

PLEASE NOTE: THE NEW DEED TRANSFER WILL NO LONGER BE DEEDED
TO: CHARLES VERRUGGIO

EVELYN VERRUGGIO
PHYLLIS VERRUGGIO

BUT RATHER TO: CHARLES VERRUGGIO
JULIE ANN KELLEHER

[PLEASE REFER TO DEED RECORDED 8/14/05]

I WOULD APPRECIATE THE COOPERATION AND COURTESY OF A TIMELY
TRANSFER AT THIS JUNCTURE. TO DATE THERE HAS BEEN QUITE
INDIFFERENCE TOWARDS THE CAYMAN LANDING PROPERTIES AND THEIR
OWNERS.

THANK YOU FOR YOUR ANTICIPATED COOPERATION IN THIS MATTER.

Chas Verruggio
CHARLES VERRUGGIO
868 TREASURE LAKE
DuBOIS, PA 15801

CLAIMANT
EXHIBIT 'C'

"I"

Treasure Lake Administration:

November 1, 2005

RE: Letter dated 10/11/05
Transfer lot 50, section 8A
for lot 687 Cayman Landing

Presently I am in Florida. I am a member of Habitat for Humanity and I am helping with the reconstruction of hurricane Wilma.

As my letter of 10/11/05 has stated, this transfer of lots is long overdue.

The property to be transferred, lot 50/section 8A is deeded to:

Charles Verruggio and Julie Ann Kelleher.

The new deed for lot 687/Cayman Landing will be deed to Charles Verruggio only and not Julie Ann Kelleher.

Please advise your attorney to send the necessary documents for signing to the following:

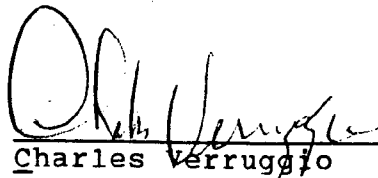
For Ms. Kelleher, send to : 1131 Gulfstream Way
Singer Island, FL 33404

For Charles Verruggio, send to: Charles Verruggio
C/O Joan Latessa
4134 Mission Bell Drive
Boynton Beach, FL 33436

This devastation left behind by the hurricanes takes precedent over this three year procrastination.

However, I am anticipating your cooperation in bringing this matter to closure.

Thank you.



Charles Verruggio

CLAIMANT
EXHIBIT "D" -

"I"

AFFIDAVIT OF SERVICE OF INTENTION TO FILE

CLAIM

CHARLES M. VERRUGGIO

Claimant

vs

TREASURE LAKE PROPERTY OWNER'S ASSOCIATION, INC., and
MATTHEW S. BEGLEY, PCAM, TLPOA GENERAL MANAGER
TO:

Owner or Reputed owner : Lot 687, Section 19, Cayman Landing
Subdivision, Treasure Lake, DuBois, PA 15801

COMMONWEALTH OF PENNSYLVANIA, :
COUNTY OF CLEARFIELD : ss.

CHARLES M. VERRUGGIO, Claimant, being duly sworn according to Law,
deposes and says;; that he served the Preliminary Notice of
Intention to File Claim, a true and correct copy whereof is hereto
attached upon Treasure Lake Property Owners Association, Inc., the
owner or reputed owner of the Lot and Building therein described on:
the 13 day of June, 2007, at 4:45 P.M. and posted the same notice at: Lot
687, Section 19, Cayman Landing Subdivision, at 4:45 P.M., on June
13, 2007. Said service sent by Certified Return Receipt Mail Service.

Charles M. Verruggio 6/13/07
CHARLES M. VERRUGGIO
Claimant

STATE OF Pennsylvania
County of Clearfield
Melissa A. McDonald 6/13/07
NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Melissa A. McDonald, Notary Public
Sandy Twp., Clearfield County
My Commission Expires June 2, 2011
Member, Pennsylvania Association of Notaries

- CLAIMANT
EXHIBIT "E"

"I"

PRELIMINARY NOTICE OF INTENTION TO FILE CLAIM:

MECHANIC'S LIEN LAW, ACT OF AUGUST 24, 1963 PL 1175, NO:475
&
PENNSYLVANIA RULES OF CIVIL PROCEDURE, ACTIONS UPON MECHANIC'S LIENS
RULE #'S: 1651 THROUGH 1661

TO: TREASURE LAKE PROPERTY OWNER'S ASSOCIATION, INC.
13 TREASURE LAKE
DuBOIS, PA 15801

and

MATTHEW S. BEGLEY, PCAM
TLPOA GENERAL MANAGER:

Treasure Lake Property Owner's Association, Inc.:

NOTICE IS HEREBY GIVEN THAT A LIEN WILL BE FILED AGAINST THE
BUILDING AND PREMISES LOCATED AT:

LOT 687, SECTION 19, CAYMAN LANDING SUBDIVISION, TREASURE
LAKE, DUBOIS, PA 15801,

WHICH SAID PROPERTY IS RECORDED AT THE RECORDER OF DEEDS AND RECORDS
IN THE CLEARFIELD COUNTY COURTHOUSE, CLEARFIELD, PENNSYLVANIA:
THE CLAIM WILL BE FILED FOR THE BREACH OF BOTH VERBAL AND WRITTEN
AGREEMENTS MADE BETWEEN: TLPOA AND IT'S REPRESENTATIVE, MATT BEGLEY,
G.M. THE FOLLOWING IS A LIST OF THE MOST EGREGIOUS BREACHES,
INCLUDING, BUT NOT LIMITED TO THE FOLLOWING:

1. Breach of Verbal Agreements made between the Claimant, Charles M. Verruggio and general manager, Matt Begley in September, 2002, with relevance to said property.
2. Breach of the written; Cayman Landing Lot Improvement Form-Application submitted by the Claimant on October 14, 2002, to TLPOA.
3. Abandonment by TLPOA and it's general manager, Matt Begley, by failure to prepare and execute the Property Trade Agreement entered

"I"

CLAIMANT "E"
EXHIBIT

into between TLPOA and Claimant for the following properties to be traded:

LOT 687, Cayman Landing Section 19 of the Subdivision; in exchange for one (1) of Two (2) properties owned by Claimant, namely, either LOT 50, Section 8A, Five Fathoms Road, Treasure Lake Subdivision, DuBois, PA 15801 or UDI LOT 27 (1/3000 833-975 & 1075-1311, of which both properties are recorded in the Clearfield County Recorder of Deeds Office, naming the Claimant as owner. In addition to the property the sum of \$500 was to be included in the trade.

4. Neglect by TLPOA & Matt Begley to perform the duties, terms, conditions and commitments entered into between the Claimant and Matt Begley, after several attempts over the course of time from September, 2002 through June 4, 2007, by telephone communication, personal visits to the TLPOA offices, correspondence through the U.S. Mail Service & Registered Return Receipt U.S. Mail Service, and further, the disregard of TLPOA's Matt Begley, having knowledge understanding, & committing and consenting to the construction of the Lot 687 Addition constructed by Claimant, Charles M. Verruggio, along with Lot 687 landscaping improvement, Matt Begley continued to honor the Agreements entered into in September, 2002.

5. Breach of Acknowledgement, Understanding, Responsibility, and Commitment to the Trade-Agreement of properties after acceptance of funds by the Claimant for said properties in his compliance to the Property Trade-Agreement.

Treasure Lake Property Owner's Association, you are the owners or the reputed owners of Lot 687, Section 19, Cayman Landing Subdivision, Treasure Lake, DuBois, PA 15801. Unless the said Property Trade-Agreement be honored and complied to in accordance to the agreements

"I"

CLAIMANT
EXHIBIT "E"

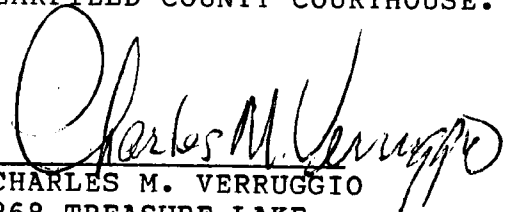
entered into in September, 2002; or, compensation made to the Claimant for his materials and labors performed at Lot 687, Section 19, Cayman Landing Subdivision, in excess of TWENTY-THREE THOUSAND FIVE HUNDRED DOLLARS (\$23,500.00):

In accordance with the provisions of the Mechanic's Lien Law Act of August 24, 1963 PL 1175, NO: 475, and pursuant to the Pa.R.C.P., Rules 1651 through 1661; it is the intention of this Claimant, Charles M. Verruggio, to commence an action against you for a Mechanic's Lien; Rule 1653(a),, at the property located at:

LOT 687, SECTION 19, CAYMAN LANDING SUBDIVISION, TREASURE LAKE, DUBOIS, PA 15801.

IF YOU DO NOT UNDERSTAND THIS NOTICE YOU SHOULD TAKE IT TO YOUR ATTORNEY IMMEDIATELY. IF YOU DO NOT HAVE AN ATTORNEY OR CANNOT AFFORD AN ATTORNEY, YOU SHOULD CONTACT THE ATTN REFERRAL SERVICE OF PENNSYLVANIA OR THE CLEARFIELD COUNTY COURTHOUSE.

DATE: June ¹³14, 2007


CHARLES M. VERRUGGIO
868 TREASURE LAKE
DUBOIS, PA 15801
(814) 771-4493 Phone
(570) 829-0320 Fax/Phone

CLAIMANT
EXHIBIT "E"

"I"

7006 2760 0001 8116 2469

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$	\$0.41
Certified Fee		\$2.65
Return Receipt Fee (Endorsement Required)		\$2.15
Restricted Delivery Fee (Endorsement Required)		\$0.00
Total Postage & Fees	\$	\$5.21

0802
DUBOIS PA 15801
Postmark
JUN 19 2007
06/13/07

Sent To TLPOA
Street, Apt. No.;
or PO Box No. 13 TR. LK
City, State, ZIP+4 Du Bois, PA "I"

PS Form 3800, August 2006 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none">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.		<p>A. Signature <input checked="" type="checkbox"/> <u>Nancy Gordon</u> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <u>Nancy Gordon</u> C. Date of Delivery <u>6/15/07</u></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below:</p> <p><u>CLAIMANT</u> <u>EXHIBIT "E"</u></p>	
1. Article Addressed to: <u>T.L.P.O. A</u> <u>13 TREASURE LAKE</u> <u>Du Bois, PA 15801</u>		3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.	
2. Article Number (Transfer from service label) <u>7006 2760 0001 8116 2469</u>		4. Restricted Delivery? (Extra Fee) <u>"I"</u>	

PS Form 3811, February 2004 Domestic Return Receipt

Shelley Hayton
RE/MAX SELECT REALTY
3215 Bee Line HWY
DuBois, PA 15801

May 25, 2007

Re: Listing Contract,
Section 8A, Lot 50, Five
Fathoms Road, T.L.

Dear Shelley:

Enclosed herewith please find the last page of the Consumer Notice with reference to the above referenced Listing Contract. As you can see, it is dated January 25, 2007, which date is exactly four (4) months since we entered into this contract.

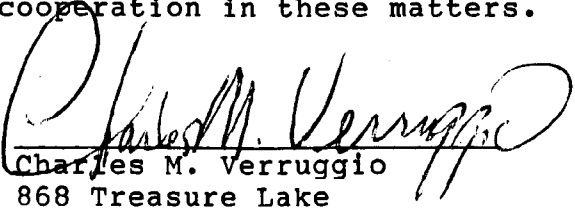
These are my concerns:

- (a) I have not been contacted by you or Re/Max since 1/25/07
- (b) there are no "For Sale" signs on the Lot 50
- (c) I gave you confidential documents regarding the property in Cayman Landing that has been a unilateral attempt on my part to resolve with TLPOA since 2002 and you have neither returned those documents nor have you addressed the matter with me
- (d) unfortunately, you have chosen to ignore the matters at hand between you and I, which I find quite disconcerting, to say the least.

I do not understand your apparent disregard for these issues, and, if at all possible, I would appreciate the courtesy of a reply to my concerns, if nothing else, please send the documents to the address on the contract.

I have changed my cell phone number, however, I have been at Cayman Landing most of these past four months. As a matter of fact, I have past you and Fred around the lake. I've waved but obviously, you didn't see me.

Thank you for your anticipated cooperation in these matters.


Charles M. Verruggio
868 Treasure Lake
DuBois, PA 15801

PLAINTIFF
- EXHIBIT "J" -



May 29, 07

Dear Charles,

Outstanding Agents.
Outstanding Results.®

I Received your letter regarding our lack
of concern about your properties. Sec 8A 20750
And your info. about your trailer at Cayman.

I rode to your lot today. You're right NO sign.
The sign was found on another lot. Apparently
Teenagers or someone moved it around the
corner on another lot NOT for sale.

I'm replacing it today. I did talk to Matt
Begley right after our meeting, as you got no
answers neither did we. The Cayman landing
property is a real problem for you and I
do not know what you should do. As for the
papers you left here we mailed them back to
you right after you left the office, and I
spoke to Matt. We have over 300 T.L. lots
for sale. As you know the market is slow.
Some lots sell others just take time and luck.

Shelley & Fred Hayton
REALTORS®

RE/MAX Select

3215 Beeline Highway • Dubois, Pennsylvania 15801
Office: (814) 375-1102 x 433 • Fax: (814) 375-1108
Cell: (814) 590-1128 • Email: fredhayton@hotmail.com

Each Office Independently Owned and Operated

PLAINTIFF
Exhibit "K"

"K"



Outstanding Agents.
Outstanding Results.®

The Real Estate Market is very soft right now. If you are unhappy having your lot listed with RE/MAX I'll be happy to give the listing back to you to list with another agent. I have called Matt Begley today to ask him again about your situation. I do not have your new # and you didn't send it to me. Sorry I did not wave to you but obviously we did not see you or we would wave. That certainly would be childish not to wouldn't it?

Warm regards

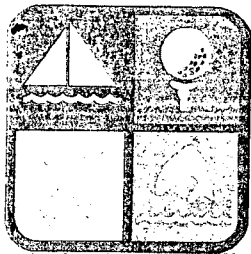
Shelley,

Shelley & Fred Hayton
REALTORS®

RE/MAX Select

3215 Beeline Highway • Dubois, Pennsylvania 15801
Office: (814) 375-1102 x 433 • Fax: (814) 375-1108
Cell: (814) 590-1128 • Email: fredhayton@hotmail.com

— PLAINTIFF
EXHIBIT "K" "K" —



Treasure Lake Property Owners Association, Inc.

13 Treasure Lake • DuBois, PA 15801-9099

Phone 814-371-0711 • Fax 814-375-9072

Email: tlpoa@ducom.tv • Website: treasurelakepoa.com

May 31, 2007

Shelley Hayton
1364 Treasure Lake
DuBois, Pa 15801

RE: Charles Verruggio

Dear Shelley;

Pursuant to your request, a meeting did take place between you and I to discuss the property owned by Charles Verruggio within the Treasure Lake subdivision.

If you need any other information, please do not hesitate to contact me.

Sincerely,

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

Matthew S. Begley, PCAM
TLPOA General Manager

- PLAINTIFF
EXHIBIT "L" -

~~including increasing but not limited to:~~

(a)	Three (3) Jackson/Perkins Rose Bushes @\$50	\$ 150.00
(b)	Two (2) Lavender bushes @ \$40	80.00
(c)	White Pine tree @ \$25	25.00
(d)	Azalea bush	40.00
(e)	Iris (3) @ 25.00 (clusters)	75.00
(f)	Tiger Lilies (6) bushels @ \$40.00	240.00
(g)	Ten Blue Spruce Trees @ \$25.00	250.00
(h)	2 Dogwood trees @ \$40.00	80.00
(i)	Herb Garden	75.00
(j)	4' x 4' storage shed @ \$20 sq. ft.	320.00
(k)	Hand-crafted Chess Table/Chess pieces(oakwood)	250.00
(l)	6' Redwood yard swing	175.00
(m)	80' White Pine perimeter fencing @ \$15 per ft.	1,200.00
(n)	8' picnic table (pinewood)	
(o)	6' picnic table "	175.00
(p)	Two (2) 4' picnic tables @ \$50	125.00
(q)	12' deck lighting	100.00
		<u>30.00</u>
		\$3,390.00

- PLAINTIFF
EXHIBIT "M" -

- PLAINTIFF
EXHIBIT "M" -

(r)	10' Patio lighting	\$ 40.00
(s)	4' diameter hand made rock fountain	100.00
(t)	3' diameter hand made rock campfire ring	50.00
(u)	4' " " " " " "	100.00
(v)	12' Pine Picket walkway @ \$10 per ft.	120.00
(w)	Two (2) Redwood lawn chairs	50.00
(x)	Two Nylon/aluminum lawn chairs	30.00
(y)	3 Chaise lounges	75.00
(z)	Assorted yard decorations, vases, bird feeders, baskets, tiki lights, plant stands.	200.00

- PLAINTIFF "M" -
EXHIBIT

\$ 765.00
<u>3,390.00</u>
4,155.00

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

CHARLES M. VERRUGGIO

Plaintiff

vs

TREASURE LAKE PROPERTY OWNERS
ASSOCIATION, INC
[TLPOA]

and

MATHEW S. BEGLEY PCAM, TLPOA
GENERAL MANAGER

Defendant

CASE NO: 2007-1667-CD

TYPE OF CASE: CIVIL ACTION
EQUITY

TYPE OF FILING: ORIGINAL
SERVICE OF COMPLAINT TO
DEFENDANT IN ACCORDANCE WITH
Pa.R.C.P.: RULES NO: 400,
400(b), & 402 (a)(1) & 402(a)
(2)(iii).

FILED ON BEHALF OF: PLAINTIFF

FILED BY: PLAINTIFF pro se

CHARLES M. VERRUGGIO
868 TREASURE LAKE
DuBOIS, PA 15801
(814) 771-4493

FILED ^{NO} CC
m/10:5484
JAN 14 2008
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

CHARLES M. VERRUGGIO

Plaintiff

vs

TREASURE LAKE PROPERTY OWNERS
ASSOCIATION, INC., [TLPOA],

and

MATTHEW S. BEGLEY PCAM, TLPOA
GENERAL MANAGER

Defendant

TYPE OF CASE: CIVIL ACTION
EQUITY

CASE NO: 2007-1667-CD

TYPE OF FILING: ACCEPTANCE OF
SERVICE-AFFIDAVIT

AFFIDAVIT
ACCEPTANCE OF SERVICE

AND NOW comes Plaintiff, CHARLES M. VERRUGGIO, pro se, and files the within stated: Acceptance of Service, the facts in support of which are as follows:

1. Pursuant to and in accordance with Pa.R.C.P. Rule Numbers; 400, 400 (b), 402 (a)(1), & 402 (a)(2)(iii); Original Service was made upon the Defendant: Treasure Lake Property Owners Association, Inc., [TLPOA] [MATTHEW S. BEGLEY, GM TLPOA, BY SERVING A COPY OF Plaintiff's Complaint; Case NO: 2007-1667-CD, Civil Action-Equity, which said Complaint was filed in the Prothonotary's Office, Clearfield County Courthouse, January 9, 2008, upon the Defendant in accordance with Pa.R.C.P. 402.(a)(2)(iii), personally by the Plaintiff, Charles M. Verruggio, pro se in accordance with Pa.R.C.P. Rule 400(b).
2. Defendant was served Original Service of Complaint, personally by the Plaintiff on January 11, 2008, at 11:20 AM o'clock at the following address: Treasure Lake Property Owners Association Inc., 13 Treasure Lake, DuBois, PA 15801. The Complaint was a true and attested copy

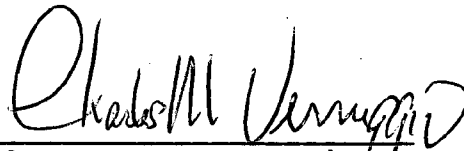
of the Original Complaint filed on January 9, 2008.

3. Service of the Complaint: Case NO: 2007-1667-CD was completed in compliance with the Pa.R.C.P.

VERIFICATION

I, CHARLES M. VERRUGGIO, Plaintiff, pro se, in this Civil Action-Equity, do hereby verify that all the foregoing facts set forth in this: Affidavit-Acceptance of Service are true and correct to the best of my knowledge, information and belief. Further, I make this verification with knowledge and understanding of the provisions of 18 Pa. C.S.A. §4904 (Unsworn Falsification to Authorities).

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Charles M. Verruggio".

Charles M. Verruggio
Plaintiff, pro se

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY

PENNSYLVANIA

CHARLES M. VERRUGGIO

Plaintiff

CASE NO: 2007-1667-CD

vs

TREASURE LAKE PROPERTY OWNERS ASSN., INC.

and

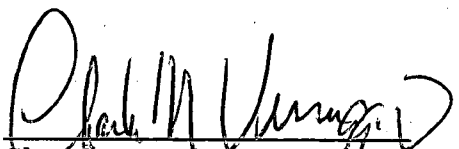
MATTHEW BEGLEY, PCAM, TLPOA GM

CERTIFICATE OF SERVICE

I hereby certify that I am this day serving a copy of the foregoing instrument: Affidavit-Acceptance of Service, upon the person and in the manner indicated below, which service satisfies the requirements of the Pa.R.C.P. by depositing the same in the U.S. Mail with First Class Postage prepaid as follows:

Treasure Lake Property Owners Assn.
13 Treasure Lake
DuBois, PA 15801

BY:


Charles M. Verruggio
Plaintiff, pro se

DATE: 01-11-08

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

CHARLES M. VERRUGGIO

Plaintiff

vs

TREASURE LAKE PROPERTY OWNERS
ASSOCIATION, INC., [TLPOA]

and

MATTHEW S. BEGLEY PCAM, TLPOA
GENERAL MANAGER

Defendant

TYPE OF CASE: CIVIL ACTION
COMPLAINT-EQUITY

CASE NO: 2007-CD-1667

TYPE OF FILING: PRELIMINARY
NOTICE: INTENTION TO FILE
PRAECIPE TO ENTER JUDGEMENT

FILED ON BEHALF OF: PLAINTIFF

FILED BY: PLAINTIFF, pro se
CHARLES M. VERRUGGIO
868 TREASURE LAKE
DUBOIS, PA 15801
(814) 771-1695

FILED ^{no}cc
m/19/11/BA
FEB 11 2008
GR

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

CHARLES M. VERRUGGIO

Plaintiff

vs

TREASURE LAKE PROPERTY OWNERS
ASSOCIATION, INC., [TLPOA]

and

MATTHEW S. BEGLEY PCAM, TLPOA
G.M.

Defendant

CASE NO: 2007-CD-1667

FILING: PRELIMINARY NOTICE
OF INTENTION TO FILE JUDGEMENT
IN ACCORDANCE WITH Pa.R.C.P.
237.5

PRELIMINARY NOTICE OF INTENTION TO FILE JUDGEMENT IN

[Pa.R.C.P. 237.5]

AND NOW comes the Plaintiff, CHARLES M. VERRUGGIO, pro se, and files the within stated Pleading: Preliminary Notice of Intention to File Judgement, against the Defendant: TREASURE LAKE PROPERTY OWNERS ASSOCIATION, INC., [TLPOA] and MATTHEW S. BEGLEY, TLPOA G.M., the facts in support of which are as follows:

1. On October 15, 2007 plaintiff filed a Mechanic's Lien Claim in accordance with and pursuant to Pa.R.C.P.
2. On January 9, 2008 plaintiff filed: Demand for Judgement upon Mechanic's Lien Claim filed on October 15, 2007, Complaint-Equity.
3. On January 11, 2008 plaintiff filed: Original Service of Complaint: Affidavit-Acceptance of Service.
4. On January 11, 2008 plaintiff personally served upon defendant,

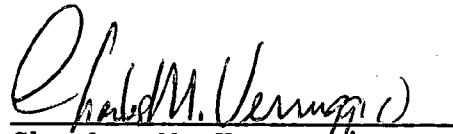
Matthew S. Begley, a **certified** and attested copy of the Original filing, Demand for Judgement, by handing said copy directly to the defendant, Matthew Begley on January 11, 2008, at Eleven Twenty A.M. {11:20 a.m.) at the TLPOA Offices located at 13 Treasure Lake, DuBois, PA 15801, which copy Matthew Begley, accepted.

5. The Defendant; Treasure Lake Property Owners Association, Inc. and Matthew S. Begley are hereby Notified that it is the intention of the plaintiff, Charles M. Verruggio, to file:

PRAECIPE TO ENTER DEFAULT JUDGEMENT: against the defendant TEN (10) days after service of the enclosed:

Preliminary Notice of Intention to Enter Judgement: [Pa.R.C.P. 237.5].

FILED BY:


Charles M. Verruggio
868 Treasure Lake
DuBois, PA 15801
814 771-1695

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

CHARLES M. VERRUGGIO

Plaintiff

vs

CASE NO: 2007-CD-1667

TREASURE LAKE PROPERTY OWNERS
ASSOCIATION, INC., [TLPOA]

and

MATTHEW S. BEGLEY, PCAM, TLPOA
GENERAL MANAGER

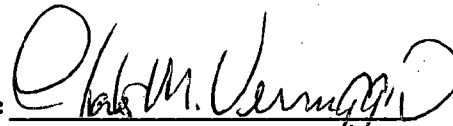
CERTIFICATE OF SERVICE

I hereby certify that I am this day serving a copy of the foregoing instrument: Preliminary Notice of Intention to File Praecipe to Enter Judgement, upon the person and in the manner indicated below which service satisfies the requirements of the Pa.R.C.P. by depositing the same in the U.S. Mail with First Class Postage prepaid as follows:

Treasure Lake Property Owners Assn.
13 Treasure Lake
DuBois, PA 15801, &

Matthew Begley
13 Treasure Lake
DuBois, PA 15801

BY:



Charles M. Verruggio
868 Treasure Lake
DuBois, PA 15801

Date: February 8, 2008

FILED

MAR 06 2008

m/11:00 /
William A. Shaw
Prothonotary/Clerk of Courts
no 6/c

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY

PENNSYLVANIA

CHARLES M. VERRUGGIO

Plaintiff

vs

TREASURE LAKE PROPERTY OWNERS
ASSOCIATION, INC., [TLPOA]

and

MATTHEW S. BEGLEY, TLPOA
GENERAL MANAGER

Defendant

TYPE OF CASE: CIVIL ACTION
COMPLAINT-EQUITY

CASE NO: 2007-CD-1667

TYPE OF FILING: IMPORTANT
NOTICE-Pa.R.C.P. 237.5

FILED ON BEHALF OF: PLAINTIFF

FILED BY: PLAINTIFF, pro se
CHARLES M. VERRUGGIO
868 TREASURE LAKE
DUBOIS, PA 15801
(814) 771-1695

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CHARLES M. VERRUGGIO

Plaintiff

vs

TREASURE LAKE PROPERTY OWNERS
ASSOCIATION, INC., [TLPOA]

and

MATTHEW S. BEGLEY PCAM, TLPOA
GENERAL MANAGER

Defendant

CIVIL ACTION-COMPLAINT-EQUITY

CASE NO: 2007-CD-1667

FILING: IMPORTANT NOTICE
Pa.R.C.P. 237.5

IMPORTANT NOTICE

TO THE ABOVE-NAMED DEFENDANTS:

FEBRUARY 27, 2008


**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 JUDGEMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING
AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS.**

**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
Second & Market Streets
Clearfield, PA 16830

(814) 765-2641, EXT. 50-51


CHARLES M. VERRUGGIO,
Plaintiff, pro se

868 TREASURE LAKE
DUBOIS, PA 15801
(814) 771-1695

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

CHARLES M. VERRUGGIO

Plaintiff

CASE NO: 2007-CD-1667

vs

TREASURE LAKE PROPERTY OWNERS
ASSOCIATION, INC., [TLPOA]

and

MATTHEW S. BEGLEY, PCAM, TLPOA
GENERAL MANAGER

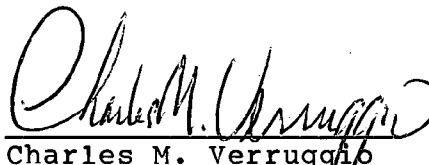
Defendant

CERTIFICATE OF SERVICE

I hereby certify that I am this day serving a copy of the foregoing
instrument: IMPORTANT NOTICE-Pa.R.C.P. 237.5, upon the person (s)
and in the manner indicated below, which service satisfies the
requirements of the Pa.R.C.P. by depositing the same in the U.S.
Mail with first class postage prepaid as follows:

Treasure Lake Property Owners
Association, Inc.
13 Treasure Lake
DuBois, PA 15801

& Matthew Begley
13 Treasure Lake
DuBois, PA 15801


Charles M. Verruggio
868 Treasure Lake
DuBois, PA 15801

Date: February 27, 2008

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY

PENNSYLVANIA

CHARLES M. VERRUGGIO

Plaintiff

vs

TREASURE LAKE PROPERTY OWNERS
ASSOCIATION, INC., [TLPOA]

and

MATTHEW S. BEGLEY, TLPOA
GENERAL MANAGER

Defendant

TYPE OF CASE: CIVIL ACTION
COMPLAINT-EQUITY

CASE NO: 2007-CD-1667

TYPE OF FILING: PRAECIPE TO
ENTER JUDGEMENT: Pa.R.C.P.
RULE NO: 237 & 1037

FILED ON BEHALF OF: PLAINTIFF

FILED BY: PLAINTIFF, pro se
CHARLES M. VERRUGGIO
868 TREASURE LAKE
DUBOIS, PA 15801
(814) 771-1695

FILED

9/10:20am
MAR 12 2008

William A. Shaw
Prothonotary/Clerk of Courts

pd \$20.00
Piff.

icc & notice
to delts

icc & statement
to Piff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY

PENNSYLVANIA

CHARLES M. VERRUGGIO

Plaintiff

vs

TREASURE LAKE PROPERTY OWNERS
ASSOCIATION, INC., [TLPOA]

and

MATTHEW S. BEGLEY, TLPOA
GENERAL MANAGER

Defendant

CIVIL ACTION: COMPLAINT-
EQUITY

CASE NO: 2007-CD-1667

FILING: PRAECIPE TO ENTRE
JUDGEMENT: Pa.R.C.P., RULE
NO: 237 & 1037

PRAECIPE TO ENTER JUDGEMENT

TO THE PROTHONOTARY:

ISSUE AND ENTER JUDGEMENT: Against the defendant, TREASURE LAKE
PROPERTY OWNERS ASSOCIATION, INC. and MATTHEW S. BEGLEY, TLPOA G.M.,
in the amount of TWENTY-NINE THOUSAND EIGHT HUNDRED ~~NINETT~~-FIVE
(\$29,895.00) DOLLARS, for failure to comply to the Pa.R.C.P. as
follows:

1. The above-named defendant has failed to file within the required
time, a pleading to the following:

(a) Plaintiff's Complaint-Equity, filed in compliance to Pa.R.C.P.
on January 9, 2008 and served in compliance to Pa.R.C.P. to the
defendant on January 11, 2008

(b) Plaintiff's Mechanic's Lien Claim; served and posted to
defendant and subject property: LOT 687, Section 19, Cayman Landing,
Sub-Division Treasure Lake, respectively on October 15, 2007.

(c) Preliminary Notice to File Mechanic's Lien Claim; served and posted to defendant and subject property: LOT 687, Section 19, Cayman Landing, Sub-Division Treasure Lake, respectively on June 13, 2007.

2. All of the above-referenced filings contained the proper and appropriate Notices and Certificates of Service in accordance to the Pa.R.C.P.

3. The plaintiff, Charles M. Verruggio, certifies compliance to the Pa.R.C.P. RULE 237, by mailing copies of Praecipe to Enter Judgement to the defendant, Treasure Lake Property Owners Association, Inc., & Matthew S. Begley, TLPOA General Manager, with all appropriate postage; to be mailed to said defendant after certification stamped by the Prothonotary and entered into the case record: Case 2007-CD-1667.

4. In compliance to Pa.R.C.P., RULE 237.1.(a)(3); A copy of the required Notice of Intention to file a Praecipe, which Notice was mailed in accordance to Pa.R.C.P. on February 27, 2008. Notice more accurately described as plaintiff's Exhibit "A", attached hereto and incorporated as though the same were set forth fully herein.

5. Plaintiff, in accordance with and pursuant to Pa.R.C.P., RULE 1037(b)(2)(ii), sets forth the following AFFIDAVIT, containing an itemized account for the construction of the addition to the subject property; LOT 687, Section 19, Cayman Landing, Treasure Lake Sub-Division, DuBOis, PA 15801, and other appropriate expenditures to Lot 687, including but not limited to the following:

PRAECIPE TO ENTER JUDGEMENT: AFFIDAVIT:

AFFIDAVIT: PRAECIPE TO ENTER JUDGEMENT


I, CHARLES M. VERRUGGIO, say that I am the Plaintiff in the above-referenced case: 2007-CD-1667; that the amount due the Plaintiff from the Defendant: TREASURE LAKE PROPERTY OWNERS ASSOCIATION, INC. & MATTHEW S. BEGLEY, TLPOA GENERAL MANAGER, is Twenty-Nine Thousand Eight Hundred Ninety-Five (\$29,895.))(\$29,895.00) Dollars; that the plaintiff performed/supervised construction of the addition to LOT 687 as the owner/sole proprietor of HEARTH & HOME BUILDERS, INC. [business also known as EXTERIOR DESIGNS, INC , incorporated 1980].; that the amount due and owing the plaintiff by the defendant shown herein are justly due and owing; that the Judgement is entered for failure of Defendant to plead or otherwise Answer the Complaint-Equity filed by Plaintiff against Defendant on January 9, 2008 and served upon the defendant on January 11, 2008; that the charges for labor and material for the construction of addition to Lot 687 are as follows: \$16,920, \$6,500, \$4,155; that lot fees, maintenance & transfer fees for Lot 687 are \$1,700; that United Electric DEposit for electric service to Lot 687 is \$120.00; that installation fees to Amerigas Utility Company for cooking gas and heating appliances in the new addition to Lot 687 are \$500.00; that the charges/expenditures are proper and appropriate, fair and reasonable and in accordance with comparable market values/charges customarily charged at the time of the construction of new addition to Lot 687, Section 19; that a copy of plaintiff's Affidavit is attached to plaintiff's Praecipe, which copy has been sent to defendant; that the Demand for Judgement is due and owing the plaintiff by the defendant and that no part thereof has been paid or returned; that the defendant is not an infant or

incompetent person (s); and that the defendant is not in the military of the United States.

Plaintiff has attached a copy of plaintiff's paragraph Thirty-Three of original Complaint-Equity: Case NO: 2007-CD-1667(filed October 15, 2007 (Demand for Judgement upon Mechanic's Lien), which paragraph #33 itemizes expenditures put forth in Affidavit, more accurately described in plaintiff's Exhibit "B" attached hereto and incorporated as though the same were set forth fully herein.

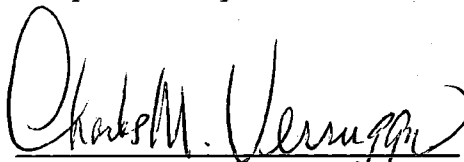
VERIFICATION

I, CHARLES M. VERRUGGIO, pro se, the Plaintiff in this case number 2007-CD-1667, do hereby verify that all the foregoing facts set forth in this AFFIDAVIT, are true and correct to the best of my knowledge information and belief. Further, I make this verification with knowledge and understanding of the provisions of 18 Pa. C.S.A. §4904 [Unsworn Falsification to Authorities].


Charles M. Verruggio
868 Treasure Lake
DuBois, PA 15801
(814) 771-1695

6. Pursuant to and in accordance with Pa.R.C.P., RULES: 237;
237.1.(a)(2)(ii); 237.1.(3); and 1037(b)(2)(ii);
Issue and Enter Judgement against the Defendant; TREASURE LAKE
PROPERTY OWNERS ASSOCIATION, INC., and MATTHEW S. BEGLEY, TLPOA
GENERAL MANAGER; and in favor of; Plaintiff, CHARLES M. VERRUGGIO,
in the amount of TWENTY-NINE THOUSAND EIGHT HUNDRED NINETY-FIVE
(\$29,895.00) DOLLARS, for failure to comply to Pa.R.C.P. by not
filing/pleading/answer the plaintiff's Complaint-Equity filed on
January 9, 2008; which Complaint was served in accordance to Pa.R.C.P.
on January 11, 2008.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read "Charles M. Verruggio", written over a horizontal line.

Charles M. Verruggio
868 Treasure Lake
DuBois, PA 15801
(814) 771-1695

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CHARLES M. VERRUGGIO

Plaintiff

vs

TREASURE LAKE PROPERTY OWNERS
ASSOCIATION, INC., [TLPOA]

and

MATTHEW S. BEGLEY, TLPOA
GENERAL MANAGER

Defendant

CIVIL ACTION_

COMPLAINT-EQUITY

CASE NO: 2007-CD-1667

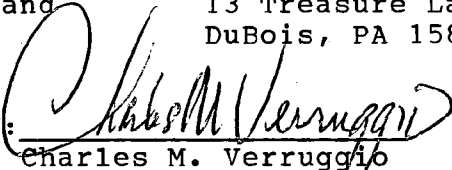
CERTIFICATE OF SERVICE

I hereby certify that I am this day serving a copy of the foregoing instrument: Praecipe to Enter Judgement, upon the person (s) and in the manner indicated below, which service satisfies the requirements of the Pa.R.C.P. by depositing the same in the U.S. Mail with first class postage prepaid as follows:

Treasure Lake P.O.A.
13 Treasure Lake
DuBois, PA 15801

and Matthew Begley, TLPOA G.M.
13 Treasure Lake
DuBois, PA 15801

BY:


Charles M. Verruggio
868 Treasure Lake
DuBois, PA 15801

DATE: MARCH 12, 2008

FILED
COPY
MAR 08 2008
William A. Shaw
Prothonotary/Clerk of Courts
No. 1/c

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

CHARLES M. VERRUGGIO

Plaintiff

vs

TREASURE LAKE PROPERTY OWNERS
ASSOCIATION, INC., [TLPOA]

and

MATTHEW S. BEGLEY, TLPOA
GENERAL MANAGER

Defendant

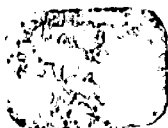
TYPE OF CASE: CIVIL ACTION
COMPLAINT-EQUITY

CASE NO: 2007-CD-1667

TYPE OF FILING: IMPORTANT
NOTICE-Pa.R.C.P. 237.5

FILED ON BEHALF OF: PLAINTIFF

FILED BY: PLAINTIFF, pro se
CHARLES M. VERRUGGIO
868 TREASURE LAKE
DUBOIS, PA 15801
(814) 771-1695



Plaintiff
Exhibit
"A"

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CHARLES M. VERRUGGIO

Plaintiff

vs

TREASURE LAKE PROPERTY OWNERS
ASSOCIATION, INC., [TLPOA]

and

MATTHEW S. BEGLEY PCAM, TLPOA
GENERAL MANAGER

Defendant

CIVIL ACTION-COMPLAINT-EQUITY

CASE NO: 2007-CD-1667

FILING: IMPORTANT NOTICE
Pa.R.C.P. 237.5

IMPORTANT NOTICE

TO THE ABOVE-NAMED DEFENDANTS:

FEBRUARY 27, 2008


YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITTING 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 JUDGEMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS.

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
Second & Market Streets
Clearfield, PA 16830

(814) 765-2641, EXT. 50-51


CHARLES M. VERRUGGIO,
Plaintiff, pro se

868 TREASURE LAKE
DUBOIS, PA 15801
(814) 771-1695

PLAINTIFF
EXHIBIT
"A"

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

CHARLES M. VERRUGGIO

Plaintiff

CASE NO: 2007-CD-1667

vs

TREASURE LAKE PROPERTY OWNERS
ASSOCIATION, INC., [TLPOA]

and

MATTHEW S. BEGLEY, PCAM, TLPOA
GENERAL MANAGER

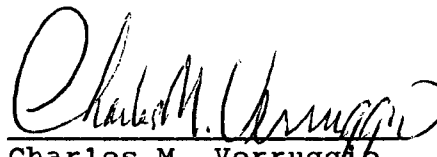
Defendant

CERTIFICATE OF SERVICE

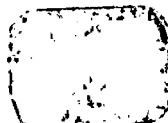
I hereby certify that I am this day serving a copy of the foregoing
instrument: IMPORTANT NOTICE-Pa.R.C.P. 237.5, upon the person (s)
and in the manner indicated below, which service satisfies the
requirements of the Pa.R.C.P. by depositing the same in the U.S.
Mail with first class postage prepaid as follows:

Treasure Lake Property Owners
Association, Inc.
13 Treasure Lake
DuBois, PA 15801

Matthew Begley
& 13 Treasure Lake
DuBois, PA 15801


Charles M. Verruggio
868 Treasure Lake
DuBois, PA 15801

Date: February 27, 2008



PLAINTIFF: EXHIBIT "B"

33. The plaintiff, Charles M. Verruggio has invested the following sums of money and expenditures for the maintenance and the building construction addition at Lot 687, Section 19, Cayman Landing, T. Lk. as follows:

(a) in excess of Seventeen Hundred Dollars (\$1,700) for UDI Lots & Lot 687, Section 19, Cayman Landing, for maintenance, Lot Fees, Transfer Fees. (See Exhibit "H"	\$1,700.00
(b) installation fees for Amerigas utility cooking & heating appliances in New Addition	500.00
(c) Deposit United Electric Service:	120.00
(d) New Addition construction to Lot 687 in accordance to approved building codes/specifications to the Cayman Landing Lot Improvement Agreement: Approximately 376 square feet @ discounted building costs of \$45 sq. ft..	\$16,920.00
(e) New decking, railings/pickets/steps including porch roofing: 325 Sq. Ft @ \$20 sq. ft.	6,500.00
(f) Landscaping/yard installation/shrubs/trees/bushes/furniture/plants/gardens; See plaintiff's detail list at plaintiff's Exhibit "M":	
TWENTY-NINE THOUSAND EIGHT HUNDRED NINETY-FIVE; TOTAL:	<u>4,155.00</u> \$29,895.00

PLAINTIFF
EXHIBIT
"B"

COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

CHARLES M. VERRUGGIO

Plaintiff

vs

TREASURE LAKE PROPERTY OWNERS
ASSOCIATION, INC., [TLPOA]

and

MATTHEW S. BEGLEY, TLPOA
GENERAL MANAGER

Defendant

CIVIL ACTION

COMPLAINT-EQUITY

CASE NO: 2007-CD-1667

FILING: JUDGEMENT-
NOTICE OF ENTRY OF JUDGEMENT

NOTICE OF ENTRY OF JUDGMENT

TO THE ABOVE-NAMED DEFENDANT: TREASURE LAKE PROPERTY OWNERS
ASSOCIATION & MATTHEW S. BEGLEY, TLPOA GENERAL MANAGER,

13 TREASURE LAKE
DUBOIS, PA 15801

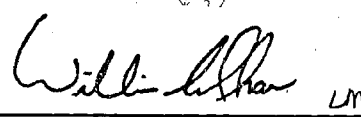
MARCH 12, 2008: JUDGMENT PROPERTY, LOT 687, SECTION 19, CAYMAN LANDING
TREASURE LAKE SUB-DIVISION, DUBOIS, PA 15801

YOU ARE HEREBY NOTIFIED THAT A JUDGMENT IN THE AMOUNT OF:

\$ 29,895.00, HAS BEEN ENTERED AGAINST YOU ON, MARCH,

12, 2008, IN THE COURT OF COMMON PLEAS OF CLEARFIELD
COUNTY, PENNSYLVANIA, AT THE ABOVE NUMBER AND TERM.

PLEASE NOTE THIS IS NOT A LAW SUIT OR A BILL. IT IS SIMPLY A
NOTIFICATION OF THE RECORDING.



PROTHONOTARY,
CLEARFIELD COUNTY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA
STATEMENT OF JUDGMENT

COPY

Charles M. Verruggio
Plaintiff(s)

No.: 2007-01667-CD

Real Debt: \$29,895.00

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Treasure Lake Property Owners Association,
Inc.

Entry: \$20.00

Matthew S. Begley
Defendant(s)

Instrument: Default Judgment

Lot 687, Section 19, Cayman Landing, T.L.

Date of Entry: March 12, 2008

Expires: March 12, 2013

Certified from the record this March 12, 2008



cm

William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

Received on _____, _____, of defendant full satisfaction of this Judgment,
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

Plaintiff/Attorney

FILED

MAR 27 2008

William A. Shaw
Prothonotary/Clerk of Courts
NO CERT COPIES

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

CHARLES M. VERRUGGIO

Plaintiff

vs

TREASURE LAKE PROPERTY OWNERS
ASSOCIATION, INC., [TLPOA]

and

MATTHEW S. BEGLEY, TLPOA
GENERAL MANAGER

Defendant

CIVIL ACTION-COMPLAINT
EQUITY

CASE NO: 2007-CD-1667

TYPE OF FILING: PRAECIPE
FOR WRIT OF EXECUTION

FILED ON BEHALF OF: PLAINTIFF

FILED BY: PLAINTIFF, pro se
CHARLES M. VERRUGGIO
868 TREASURE LAKE
DUBOIS, PA 15801
(814) 771-1695

ISSUED
7 WRTS
TO PLFF.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY

PENNSYLVANIA

CHARLES M. VERRUGGIO

Plaintiff

vs

TREASURE LAKE PROPERTY OWNERS
ASSOCIATIO, INC., [TLPOA]

and

MATTHEW S. BEGLEY, TLPOA G.M.

Defendant

CIVIL ACTION-COMPLAINT
EQUITY

CASE NO: 2007-CD-1667

FILING: PRAECIPE FOR WRIT OF
EXECUTION: Pa.R.C.P., RULES #
1660, 3190, 3180-83, 3103(a) &
3103(e), & 3104, & 3251.

DATE OF ENTRY FOR JUDGMENT:
MARCH 12, 2008

PRAECIPE FOR WRIT OF EXECUTION

TO THE PROTHONOTARY:

Issue a Writ of Execution in the above-referenced matter,

1. directed to the Sheriff of Clearfield County;
2. against: TREASURE LAKE PROPERTY OWNERS ASSOCIATION, INC,
AND ; MATTHEW S. BEGLEY, the above-named Defendant (s)
3. and index/enter this Writ in the Judgment index against
the owner of the subject property; Treasure Lake Property
Owners Association, Inc.
4. description of real property:

LOT 687, SECTION 19, Cayman Landing Sub-Division of
Treasure Lake, DuBois, PA 15801, Sandy Township,
Clearfield County, Pennsylvania.

- | | |
|---------------------------------|-------------|
| 5. Amount due: | \$29,895.00 |
| Interest from: January 11, 2008 | \$ _____ |
| Costs & Legal Fees: | \$ _____ |



CHARLES M. VERRUGGIO
868 TREASURE LAKE
DUBOIS, PA 15801

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

CHARLES M. VERRUGGIO

CIVIL ACTION

Plaintiff

CASE NO: 2007-CD-1667

vs

TREASURE LAKE PROPERTY OWNERS ASSOCIATION
INC., [TLPOA]

and

MATTHEW S. BEGLEY, [TLPOA]
GENERAL MANAGER

Defendant

CERTIFICATE OF SERVICE

I hereby certify that I am this day serving a copy of the foregoing instrument: Praecipe for Writ of Execution, upon the person (s) and in the manner indicated below, which service satisfies the requirements of the Pa.R.C.P. by depositing the same in the U.S. Mail with First Class Postage prepaid as follows:

Treasure Lake Property Owners Association
13 Treasure Lake
DuBois, Pa 15801

Matthew Begley
13 Treasure Lake
and DuBois, PA 15801

DATE: MARCH 26, 2008

Charles M. Verruggio

**WRIT OF EXECUTION and/or ATTACHMENT
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD
CIVIL ACTION - LAW**

Charles M. Verruggio,

Vs.

NO.: 2007-01667-CD

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

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs against CHARLES M. VERRUGGIO, Plaintiff(s) from TREASURE LAKE PROPERTY OWNERS ASSOCIATION, INC. and MATTHEW S. BEGLEY, TLPOA General Manager, Defendant(s):

(1) You are directed to levy upon the property of the defendant(s) and to sell defendant's interest(s) therein:
Lot 687, Section 19, Cayman Landing Sub-Division of Treasure Lake, DuBois, PA

(2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

as garnishee(s):

and to notify the garnishee(s) that: (a) an attachment has been issued; (b) except as provided in paragraph (c), the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof; (c) the attachment shall not include any funds in an account of the defendant with a bank or other financial institution (i) in which funds are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law, or (ii) that total \$300 or less. If multiple accounts are attached, a total of \$300 in all accounts shall not be subject to levy and attachment as determined by the executing officer. The funds shall be set aside pursuant to the defendant's general exemption provided in 42 Pa.C.S. § 8123.

(3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify such other person that he or she has been added as a garnishee and is enjoined as above stated.

(4) If Social Security or Supplemental Income funds are directly deposited into an account of the defendant, the levy and attachment shall not include any funds that may be traced to Social Security direct deposits. In addition, the levy and attachment shall not include \$300.00 in the account of the defendant.

AMOUNT DUE/PRINCIPAL: \$29,895.00
INTEREST FROM: January 11, 2008
ATTY'S COMM: \$
DATE: 3/27/2008

PROTH. COSTS PAID: \$125.00
SHERIFF: \$
OTHER COSTS: \$

William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this _____ day
of _____ A.D. _____
At _____ A.M./P.M.

Requesting Party: Charles M. Verruggion, Pro Se
868 Treasure Lake
DuBois, PA 15801
814-771-1695

Sheriff

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

CHARLES VERRUGGIO,

Plaintiff

vs.

TREASURE LAKE PROPERTY
OWNERS ASSOCIATION, INC.,
and MATTHEW S. BEGLEY,

Defendants.

:
:
:
: CIVIL ACTION
:
: No. 2007-01667-CD
:
: Type of Pleading:
: PRAECIPE FOR WRIT OF EXECUTION
:
: Filed on behalf of: Plaintiff
:
: Counsel of Record for this
: Party: PRO SE
:
:
: Charles Verruggio
: 868 Treasure Lake
: DuBois, PA 15801
: (814) 771-1695

FILED acc pift
0/11:15 am
MAY 12 2008 pd \$20.00

William A. Shaw
Prothonotary/Clerk of Courts

Le wnts to
Sheriff

(612)

CHARLES VERRUGGIO,
Plaintiff,

vs.

TREASURE LAKE PROPERTY
OWNERS ASSOCIATION, INC.,
and MATTHEW S. BEGLEY,
Defendants.

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

:
: CIVIL ACTION

:
: No. 2007 - 01667 - CD

:
:
:

PRAECIPE FOR WRIT OF EXECUTION

TO THE PROTHONOTARY:

Issue a Writ of Execution in the above matter,

(1) directed to the Sheriff of Clearfield County;

(2) against Treasure Lake Property Owners Association, PC,
defendant;

(3) against S & T Bank, garnishee;

(4) and enter this writ in the judgment index

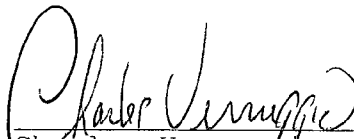
(a) against Treasure Lake Property Owners Association,
PC, defendant, and

(b) against S & T Bank, as garnishee,

(5)	Amount due	\$ 29,895.00
	Interest from Jan. 11, 2008	\$
	Costs \$125.00 3/27/08	\$
	\$ 5/12/08	\$

Respectfully submitted,

Dated: 5/12/08



Charles Verruggio, Plaintiff

CHARLES VERRUGGIO,
Plaintiff,

vs.

TREASURE LAKE PROPERTY
OWNERS ASSOCIATION, INC.,
and MATTHEW S. BEGLEY,
Defendants

: IN THE COURT OF COMMON PLEAS OF
:
:
: CLEARFIELD COUNTY, PENNSYLVANIA
:
: CIVIL ACTION
:
: CASE NO: 2007-01667-CD
:
:

DIRECTIONS TO CLEARFIELD COUNTY SHERIFF

COMMONWEALTH OF PENNSYLVANIA:
COUNTY OF CLEARFIELD

TO THE SHERIFF OF CLEARFIELD COUNTY:

1. Specific directions for the transmittal of the WRIT OF EXECUTION
to the defendant, Treasure Lake Property Owners Association, Inc is:

TLPOA

13 Treasure Lake

DuBois, PA 15801

(814) 371-0711; which address is the TLPOA Administration Offices,

located in Treasure Lake Community at the convenience center, postal
annex and fire department building location.

2. Specific directions for the transmittal of the WRIT OF EXECUTION
to the Garnishee, S & T BANK, is; S & T BANK, Treasure Lake Office,
located at: Coral Reef & Crooked Island Roads, Treasure Lake Community
DuBois, PA 15801, (800) 325-2265. Other Brance Office Locations are:

S & T BANK

12-14 W. Long Avenue

DuBois, PA 15801

(814) 375-3819

DuBois Mall Office

& Shaffer Road

DuBois, PA 15801

(800) 325-2265

Liberty Boulevard

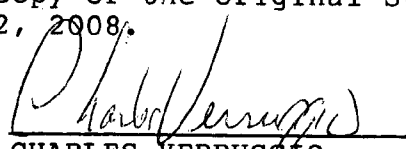
& 614 Liberty Blvd.

DuBois, MD 20622

'1'-800-325-2265

3. [NOTE]: Also attached is a copy of the original Statement of
Judgment, entered on March 12, 2008.

DATE: May 12, 2008


CHARLES VERRUGGIO
Plaintiff, pro se

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA
STATEMENT OF JUDGMENT

Charles M. Verruggio
Plaintiff(s)

No.: 2007-01667-CD

Real Debt: \$29,895.00

Atty's Comm: \$

Costs: \$

Int. From: \$

Entry: \$20.00

Vs.

Treasure Lake Property Owners Association,
Inc.
Matthew S. Begley
Defendant(s)

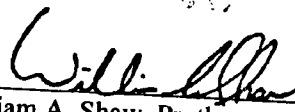
Lot 687, Section 19, Cayman Landing, T.L.

Instrument: Default Judgment

Date of Entry: March 12, 2008

Expires: March 12, 2013

Certified from the record this March 12, 2008


William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

Received on _____, _____, of defendant full satisfaction of this Judgment,
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

Plaintiff/Attorney

CHARLES VERRUGGIO,	:	IN THE COURT OF COMMON PLEAS OF
Plaintiff,	:	CLEARFIELD COUNTY, PENNSYLVANIA
	:	
vs.	:	CIVIL ACTION
	:	
TREASURE LAKE PROPERTY	:	No. 2007-01667-CD
OWNERS ASSOCIATION, INC.,	:	
and MATTHEW S. BEGLEY,	:	
Defendants.	:	

WRIT OF EXECUTION

This paper is a Writ of Execution. It has been issued because there is a Judgment against you. It may cause your property to be held or taken to pay the Judgment. You may have legal rights to prevent your property from being taken. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, you must act promptly.

The law provides that certain property cannot be taken. Such property is said to be exempt. There is a debtors exemption of \$300. There are other exemptions which may be applicable to you. Attached is a summary of some of the major exemptions. You may have other exemptions or other rights.

If you have an exemption, you should do the following promptly:

(1) Fill out the attached claim form and demand for a prompt hearing.

(2) Deliver the form or mail it to the Sheriffs Office at the address noted.

You should come to Court ready to explain your exemption. If you do not come to Court and provide your exemption, you may lose some of your property.

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.

Daniel J. Nelson, Court Administrator	MidPenn Legal Services
Clearfield County Courthouse	211 East Locust Street
230 East Market Street	Clearfield, PA 16830
Clearfield, PA 16830	(800) 326-9177
(814) 765-2641 Extension 5982	

COPY

CHARLES VERRUGGIO,
Plaintiff,

vs.

TREASURE LAKE PROPERTY
OWNERS ASSOCIATION, INC.,
and MATTHEW S. BEGLEY,
Defendants.

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

:
: CIVIL ACTION

:
: No. 2007-01667-CD

:
:
:

WRIT OF EXECUTION

Commonwealth of Pennsylvania

County of Clearfield

To the Sheriff of Clearfield County:

To satisfy the Judgment, interest and costs against Treasure Lake Property Owners Association, Inc.,

(1) You are directed to levy upon the property of the Defendant and to sell the Defendants interest therein;

(2) You are also directed to attach the property of the Defendant not levied upon in the possession of S & T Bank, as garnishee, including any and all accounts, Certificates of Deposit, or assets held by the Defendant at S & T Bank and to notify the garnishee that

(a) an attachment has been issued;

(b) except as provided in paragraph c, the garnishee is enjoined from paying any debt to or for the account of the Defendant and from delivering any property of the Defendant or otherwise disposing thereof;

(c) the attachment shall not including any funds in an account of the Defendant with a bank or other financial institution

(i) in which funds are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law, or

(ii) that total \$300 or less. If multiple accounts are attached, a total of \$300 in all accounts shall not be subject to levy and attachment as determined by the executing officer. The funds shall be set aside pursuant to the Defendants general exemption provided in 42 Pa. C.S. Section 8123.

(3) If property of the Defendant not levied upon and subject to attachment is found in the possession of anyone other than a

If Social Security or Supplemental Income Funds are directly deposited into an account of the defendant, the levy and attachment shall not include any funds that may be traced to Social Security direct deposits. In addition, the levy and attachment shall not include \$300.00 in the account of the defendant.

CHARLES VERRUGGIO,
Plaintiff,

vs.

TREASURE LAKE PROPERTY
OWNERS ASSOCIATION, INC.,
and MATTHEW S. BEGLEY,
Defendants.

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

:
: CIVIL ACTION

:
: No. 2007-01667-CD

:
:

CLAIM FOR EXEMPTION

To the Sheriff:

I, the above-named Defendant, claim exemption of property from
levy or attachment:

1. From my personal property in my possession which has been
levied upon,

a. I desire that my \$300 statutory exemption be
_____ set aside in kind (specify property to be set aside
in kind _____

_____ paid in cash following the sale of the property
levied upon; or

b. I claim the following exemption (specifically
property and basis of exemption _____

2. From my property which is in the possession of a third
party, I claim the following exemptions:

a. my \$300 statutory exemption: _____ in cash
_____ in kind (specify property) _____

b. other (specify amount and basis for exemptions _____

I request a prompt court hearing to determine the exemption.
Notice of the hearing should be given to me at _____

Address _____

Telephone Number _____

I verify that the statements made in this Claim for Exemption
are true and correct. I understand that false statements herein
are made subject to the penalties of 18 Pa.C.S. Section 4904
relating to unsworn falsification to authorities.

Date _____

Defendant

THIS CLAIM TO BE FILED WITH THE OFFICE OF THE
SHERIFF OF CLEARFIELD COUNTY
230 Market Street
Clearfield, PA 16830
(814) 765-2641

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 07-1667-CD

CHARLES VERRUGGIO

vs

SERVICE # 1 OF 1

TREASURE LAKE PROPERTY OWNERS ASSOCIATION, INC. and

MATTHEW S. BEGLEY

TO: SAVINGS & TRUST BANK, (S&T BANK), Garnishee

WRIT OF EXECUTION; INTERROGATORIES TO GARNISHEE

SERVE BY: 06/11/2008 *ASAP* HEARING: PAGE: 104161

DEFENDANT: SAVINGS & TRUST BANK (S&T BANK), Garnishee
 ADDRESS: 614 LIBERTY BLVD.
 DUBOIS, PA 15801

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: GARNISHEE

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

ATTEMPTS

Tammy Devers

FILED
0134681
MAY 29 2008

William A. Shaw
 Prothonotary/Clerk of Courts

SHERIFF'S RETURNNOW, *This 28th DAY of MAY 2008* AT *10:33* *(AM)* PM **SERVED** THE WITHIN

WRIT OF EXECUTION; INTERROGATORIES TO GARNISHEE ON SAVINGS & TRUST BANK (S&T BANK),
Garnishee, DEFENDANT

BY HANDING TO *Tammy Devers* / *Assistant Vice President*

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS THEREOF.

ADDRESS SERVED *614 Liberty BLVD. DUBOIS, PA. 15801*NOW _____ AT _____ AM / PM **POSTED** THE WITHINWRIT OF EXECUTION; INTERROGATORIES TO GARNISHEE FOR SAVINGS & TRUST BANK (S&T BANK), Garnishee

AT (ADDRESS) _____

NOW _____ AT _____ AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO SAVINGS & TRUST BANK (S&T BANK), Garnishee

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

DAY OF _____ 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

Jerome M. Newlin
 Deputy Signature

Jerome M. Newlin
 Print Deputy Name

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104161
NO: 07-1667-CD
SERVICES 1
WRIT OF EXECUTION; INTERROGATORIES TO

GARNISHEE

PLAINTIFF: CHARLES VERRUGGIO

vs.

DEFENDANT: TREASURE LAKE PROPERTY OWNERS ASSOCIATION, INC. and
MATTHEW S. BEGLEY

TO: SAVINGS & TRUST BANK, (S&T BANK), Garnishee

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	VERRUGGIO	1236	10.00
SHERIFF HAWKINS	VERRUGGIO	1236	39.03

FILED

013:49:37
JUN 13 2008

William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

_____ Day of _____ 2008

So Answers,



Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA
STATEMENT OF JUDGMENT

Charles M. Verruggio
Plaintiff(s)

No.: 2007-01667-CD

Real Debt: \$29,895.00

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Treasure Lake Property Owners Association,
Inc.

Entry: \$20.00

Matthew S. Begley
Defendant(s)

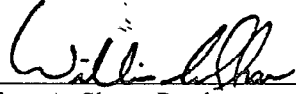
Instrument: Default Judgment

Lot 687, Section 19, Cayman Landing, T.L.

Date of Entry: March 12, 2008

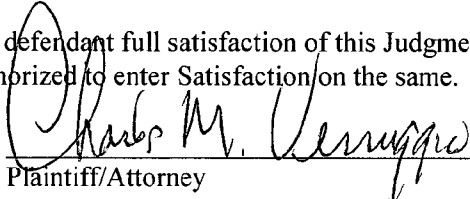
Expires: March 12, 2013

Certified from the record this March 12, 2008


William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

Received on June 23, 2008, of defendant full satisfaction of this Judgment,
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.


Plaintiff/Attorney

FILED SAT Bank
m 7:30 PM pd \$7.00
JUL 14 2008 No CC
William A. Shaw No Certificate of
Prothonotary/Clerk of Courts Sat. Requested

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

CHARLES M. VERRUGGIO
Plaintiff

vs

TREASURE LAKE PROPERTY OWNERS
ASSOCIATION, INC., TLPOA

CASE NO: 2007-1667-CD

and

Matthew S. Begley
Defendants

WRITTEN SATISFACTION OF
JUDGMENT AS TO S&T BANK
GARNISHEE

S&T BANK,
Garnishee

WRITTEN SATISFACTION OF JUDGMENT AS TO S&T BANK

AND Now COMES PLAINTIFF, Charles M. Verruggio and states the following facts in support of the enclosed instrument: Written Satisfaction of Judgment as to S&T Bank as follows:

1. S&T Bank was served Interrogatories/Writ of Execution on May 28, 2008 by the Clearfield County Sheriff in accordance to Pa.R.C.P.
2. S&T Bank served Answers to Interrogatories in accordance to Pa.R.C.P. to the plaintiff.
3. At the time the Writ was served to S&T Bank, the bank placed a "freeze/hold" on the amount of \$30,290.00 against TLPOA account, pursuant to Plaintiff's Writ of Execution.
4. In a letter dated June 9, 2008 from S&T Bank's attorney, Peter F. Smith, plaintiff was informed the following:

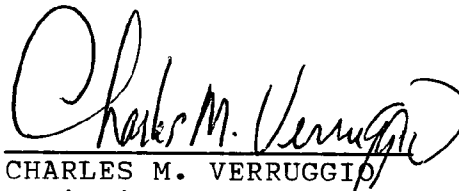
"S&T will pay you the funds garnished in exchange for a written satisfaction of your judgment as to S&T Bank, garnishee."

Plaintiff's written satisfaction of judgment as to S&T Bank, garnishee:

RECEIVED ON June 23, 2008, OF S&T BANK, GARNISHEE
FULL SATISFACTION OF THIS JUDGEMENT DEBT, INTEREST AND COSTS AND
PROTHONOTARY IS AUTHORIZED TO ENTER THE SAME.

Written Satisfaction against Judgment entered March 12, 2008,
Charles M. Verruggio, plaintiff v Treasure Lake Property Owners
Association, Inc., and Matthew S. Begley, defendants:
Real Debt \$29,895.00. Entry: \$20.00. Judgment certified on
March 12, 2008 from the record.

An original Statement of Judgment sealed by the Prothonotary,
William A. Shaw is attached hereto.


CHARLES M. VERRUGGIO

Plaintiff, pro se

868 TREASURE LAKE
DUBOIS, PA 15801
(814) 771-1695

COMMONWEALTH OF PENNSYLVANIA:
COUNTY OF CLEARFIELD:


NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Amber S. Miller, Notary Public
Sandy Twp., Clearfield County
My Commission Expires July 27, 2008
Member, Pennsylvania Association of Notaries

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA
STATEMENT OF JUDGMENT

Charles M. Verruggio
Plaintiff(s)

No.: 2007-01667-CD

Real Debt: \$29,895.00

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Treasure Lake Property Owners Association,
Inc.

Entry: \$20.00

Matthew S. Begley
Defendant(s)

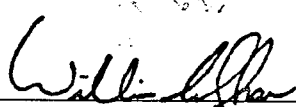
Instrument: Default Judgment

Lot 687, Section 19, Cayman Landing, T.L.

Date of Entry: March 12, 2008

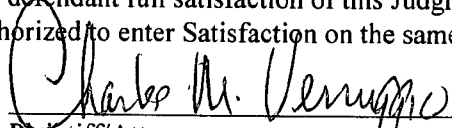
Expires: March 12, 2013

Certified from the record this March 12, 2008


William A. Shaw, Prothonotary

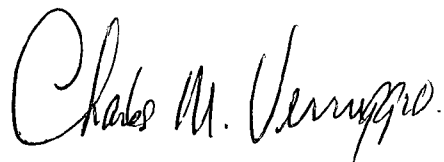
SIGN BELOW FOR SATISFACTION

Received on June 23, 2008, of defendant full satisfaction of this Judgment,
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.


Plaintiff/Attorney

Addendum:

Received on June 23, 2008 of S&T Bank, Garnishee: FULL
SATISFACTION of this Judgment debt, Interest and costs and the
Prothonotary is authorized to enter Satisfaction on the same.



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

CHARLES M. VERRUGGIO,
Plaintiff

No. 2007-1667-CD

vs.

TREASURE LAKE PROPERTY
OWNERS ASSOCIATION, INC.,
and MATTHEW S. BEGLEY,
Defendants

S&T BANK,
Garnishee

FILED

OCT 29 2008

03:35 PM '08

No CC

William A. Shaw
Prothonotary/Clerk of Courts

S & T BANK'S ANSWERS TO INTERROGATORIES

NOW, S & T Bank, Garnishee in the above captioned matter, by its attorney Peter F. Smith who answers the plaintiff's interrogatories as follows:

1. No.
2. a. Deposit account number 306966.
b. Bank account agreement - - banking services.
c. Defendant Treasure Lake Property Owners Association, Inc.
d. S&T Bank Resource Recovery 456 Main Street, P.O. Box D Brockway, PA 15824.

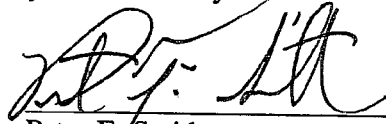
The account balance exceeded the total amount of Plaintiff's claim on the date and at the time the Writ was served on S&T Bank. S&T Bank placed a "freeze/hold" on the amount of \$30,290 (Thirty Thousand Two Hundred Ninety Dollars) pursuant to Plaintiff's Writ of Execution.

2. None other than 2 above.
3. No.
4. No.
5. No.
6. No.
7. S&T does not have "possession, custody or control, either individually or jointly of

any real property. Beyond this, and inspection of public records will indicate any mortgages, judgments or other liens.


8. Objection, all this information is already within the possession of the Plaintiff. It Appears on the reverse side of the checks attached as Exhibits A & B.

Beyond this, Plaintiff has successfully garnished sufficient funds to pay his Judgment. Therefore further discovery is unnecessary.



Peter F. Smith

Date: June 10, 2008



Peter F. Smith, Esquire
Attorney for S & T Bank
30 South Second Street
P. O. Box 130
Clearfield, PA 16830
(814) 765-5595

VERIFICATION

I verify that the statements made in this Answer to Interrogatories are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.

S & T BANK

Dated: 6-13-08

By: Wendy Pinchock
Wendy Pinchock, O.R.E.O. Specialist

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

CHARLES M. VERRUGGIO,
Plaintiff

No. 2007-1667-CD

vs.

TREASURE LAKE PROPERTY
OWNERS ASSOCIATION, INC.,
and MATTHEW S. BEGLEY,
Defendants

S&T BANK,
Garnishee

GARNISHEE S&T BANK' S CERTIFICATE OF SERVICE

I, Peter F. Smith, attorney for S & T Bank, Garnishee in the above captioned matter certify that I sent true and correct copies of Answers to Interrogatories in aid of execution by U.S. First Class Mail to the Plaintiff and by U.S. Certified Mail on June 20, 2008 to the Defendants as follows:

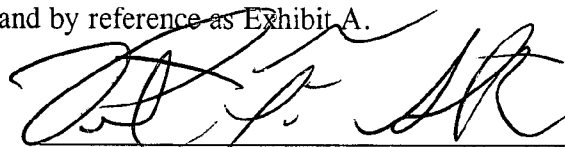
U.S. FIRST CLASS MAIL
Charles M. Verruggio, pro se
868 Treasure Lake
DuBois, PA 15801

CERTIFIED MAIL
Treasure Lake Property Owners Association
13 Treasure Lake
DuBois, PA 15801

Matthew S. Begley
13 Treasure Lake
DuBois, PA 15801

True and correct copies of the U.S. Mail receipts and signed green cards for the Certified Mail are attached hereto and incorporated herein and by reference as Exhibit A.

Date: 10/29/08



Peter F. Smith, Esquire
Attorney for S & T Bank
30 South Second Street, P. O. Box 130
Clearfield, PA 16830
(814) 765-5595

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postmark Here
 JUN 20 2008
 CLEARFIELD PA 16830

Postage	\$0.42
Certified Fee	\$2.70
Return Receipt Fee (Endorsement Required)	\$2.70
Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees	\$5.82

Sent To
 Treasure Lake Property Owners Association
 Street, Apt. No. 13 Treasure Lake
 or PO Box No.
 City, State, ZIP+4
 DuBois, PA 15801

PS Form 3811, 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:
 Treasure Lake Prop. Own. Assoc.
 13 Treasure Lake
 DuBois, PA 15801

2. Article Number (Transfer from service label)
 7006 0100 0003 4232 8918

COMPLETE THIS SECTION ON DELIVERY

A. Signature
 X *Nancy Gordon* ☐ Agent ☐ Addressee

B. Received by (Printed Name)
 Nancy Gordon

C. Date of Delivery
 6-23-08

D. Is delivery address different from item 1? ☐ Yes ☐ No
 If YES, enter delivery address below:

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

4. Restricted Delivery? (Extra Fee) ☐ Yes

PS Form 3811, February 2004 Domestic Return Receipt 102595-02

8768 2E24 E000 0070 9002

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.

Article Addressed to:
 Matthew S. Begley
 13 Treasure Lake
 DuBois, PA 15801

COMPLETE THIS SECTION ON DELIVERY

A. Signature
 X *Nancy Gordon* ☐ Agent ☐ Addressee

B. Received by (Printed Name)
 Nancy Gordon

C. Date of Delivery
 6-23-08

D. Is delivery address different from item 1? ☐ Yes ☐ No
 If YES, enter delivery address below:

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

4. Restricted Delivery? (Extra Fee) ☐ Yes

Article Number (Transfer from service label)
 7006 0100 0003 4232 8765

S Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postmark Here
 JUN 20 2008
 CLEARFIELD PA 16830

Postage	\$0.42
Certified Fee	\$2.70
Return Receipt Fee (Endorsement Required)	\$2.70
Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees	\$5.82

Sent To
 Matthew S. Begley
 Street, Apt. No. 13 Treasure Lake
 or PO Box No.
 City, State, ZIP+4

5928 2E24 E000 0070 9002

Exhibit A

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

CHARLES M. VERRUGGIO,
Plaintiff

VS.

TREASURE LAKE PROPERTY OWNERS
ASSOCIATION, INC. and
MATTHEW S. BEGLEY,
Defendants

: No. 2007 – 1667 - CD
:
: Type of Case: Civil
:
: Type of Pleading: Petition to Strike
: and/or Open Judgment
:
: File on behalf of: Petitioners/
: 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

Dated: November 14, 2008

FILED 2cc Atty Yeager
011:3139
NOV 14 2008 1cc Sheriff

William A. Shaw
Prothonotary/Clerk of Courts

610

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

CHARLES M. VERRUGGIO,
Plaintiff

vs.

TREASURE LAKE PROPERTY OWNERS
ASSOCIATION, INC. and
MATTHEW S. BEGLEY,
Defendant

:
:
:
:
:
:
:
:
:
:

No. 2007-1667-CD

PETITION TO STRIKE AND/OR OPEN JUDGMENT

COMES NOW, the Petitioners, Treasure Lake Property Owners Association, Inc. ("TLPOA") and Matthew S. Begley ("Begley") and otherwise collectively known as "Petitioners" by and through their attorney, MICHAEL P. YEAGER, ESQUIRE and file the within Petition to Strike and/or Open Judgment whereof the following is a statement:

1. The Petitioners are the Defendants named in the above-captioned action.
2. The Petitioner, TLPOA is a nonprofit corporation representing the interests of various owners of property within the Treasure Lake Subdivision, Sandy Township, Clearfield County, Pennsylvania, with a principal place of business located at 13 Treasure Lake, DuBois, PA 15801.
3. The Petitioner, Matthew S. Begley, is the General Manager of the TLPOA and otherwise resides within the Treasure Lake Community.
4. The Plaintiff in the above-captioned action filed the same pro se originally on October 15, 2007. At that time, he indicated that he resided at 868 Treasure Lake, DuBois, PA 15801.

5. The first filing in the above-captioned lawsuit on October 15, 2007 was said to be a Mechanic's Lien Claim.

6. The Mechanic's Lien Claim recites a history beginning in October of 2002 and essentially culminating in June of 2007 when the Plaintiff notified the Petitioners of a possible Mechanic's Lien claim by letter dated June 4, 2007 ("June 4, 2007 Letter").

7. The June 4, 2007 Letter, attached as Exhibit 1 to the Mechanic's Lien Claim, recites a history but perhaps most importantly recites that Plaintiff conducted various activities on a Treasure Lake lot (Lot 687, Section 19, Cayman Landing) then and now owned by Petitioner, TLPOA, including:

"(a) Lot clearing to receive RV

(b) Landscaping: i.e.: tree planting, fruit trees. Colorado blue spruce, birch and other trees from the Arbor Day Foundation, lilac bushes, lavender shrubs, perennial flowers, roses, tiger lilies, iris, wildflowers, tulips, azaleas, herb gardens, rhododendrons, and more in excess of \$4,200.00.

(c) Yard furniture and fencing, approximately \$1,500.00.

(d) In addition construction to lot 687 pursuant to the Lot Improvement schedule, drawings, material lists, all in accordance to local ordinance/ specification and TLPOA & C.L. Subdivision regulations which Lot Improvement Forms were submitted and accepted by TLPOA on 10-14-02, @ an estimated cost in excess of \$18,000.00."

7. Plaintiff also noted in the June 4, 2007 Letter that "...there are several tracks we may travel to achieve a remedy and closure to this matter. The most arduous would be this:

(a) A Civil Complaint-Assumpsit/Breach of Contract...

(b) A Civil Complaint at the Magisterial District Court...

(c) A Mechanic's Lien filed against the Property located at 687 Cayman Landing, Section 19, for all improvement performed by Charles Verruggio pursuant to the 2002 Trade of Property Agreement entered into on 10-14-02, the agreement and consent and understanding of the performances by both parties regarding Lot 687."

8. The Plaintiff finally indicated in the June 4, 2007 Letter that he needed to hear prior to June 11, 2007 after which time he would file a Complaint in the Court of Common Pleas of Clearfield County.

9. The Mechanic's Lien Claim also indicates that the June 4, 2007 Letter was served on the Petitioners by certified U.S. Postal Receipt 7006 2760 0001 8116 1905. Copies of that certified mail Receipt indicated mailing on June 4, 2007 and receipt at the TLPOA on June 5, 2007. However, this Receipt is as to the June 4, 2007 Letter was only directed to the Petitioner, TLPOA, and not to the Petitioner, Begley.

10. Attached to the Mechanic's Lien Claim as Exhibit 2 is a Notice Mechanic's Lien which more specifically details additions to Lot 687 Cayman Landing Section 19, all of which was said to total \$23,500.00.

11. That Exhibit 2 Notice references an Exhibit E, Affidavit of Service of Intention to File Claim. That Exhibit describes service on June 13, 2007 of a Preliminary Notice of Intention to File Claim and posting a Notice at Lot 687, Section 19 Cayman Landing Subdivision and finally service supposedly sent by certified mail return receipt mail service, 7006 2760 0001 8116 2469, but directed to Petitioner,

TLPOA, only; and not to Petitioner, Begley. Although the copy of the Receipt Card is not incorporated with this filing, it is ultimately incorporated with the file as part of Exhibit I to the hereafter described Complaint filing. The Receipt Card does indicate receipt on June 15, 2007.

12. Plaintiff attached a Certificate of Service to the Mechanic's Lien Claim dated October 15, 2007 indicating that he served a copy of the same by "...mailing same by First Class Mail, postage prepaid to the following: Treasure Lake Property Owners Association, Inc., 13 Treasure Lake, DuBois, PA 15801..."; but not to Petitioner Begley.

13. Exhibit 2 to the Mechanic's Lien Claim appears to be a Notice. The Affidavit of Service of this Notice dated October 9, 2007 appears to indicate that the same was posted at the main entrance door to Lot 687, Section 19 Cayman Landing Campground and also by Certified Return Receipt Mail service to said owners at TLPOA (not Petitioner Begley), 13 Treasure Lake, DuBois, PA 15801. Plaintiff includes a Certified Mail Receipt (7006 2150 0003 6813 2932). However, there is no indication that the same was ever received by the Petitioners.

14. On January 9, 2008, Plaintiff filed a Complaint-Equity restating much of what was contained in the previously filed Mechanics' Lien Claim and June 4, 2007 Letter.

15. The Complaint further indicates that the work and materials that formed the basis for the Mechanic's Lien Claim for work on Lot 687, Section 19 was all pursuant to what he calls a Cayman Landing Lot Improvement Agreement, dated October 14, 2002.

16. The Complaint goes on to claim sums for maintenance, building construction and materials, but totaling \$29,895.00 (as opposed to the total of \$23,500.00

proposed in previous filings).

17. On January 14, 2008, Plaintiff filed an Affidavit/Acceptance of Service of the Complaint, a copy of which is attached hereto, made part hereof and incorporated herein as "Exhibit A".

18. That Affidavit alleges that service of the Complaint was made upon the Defendant in accordance with Pa. R.C.P. 402(a)(2)(iii), personally by the Plaintiff in accordance with Pa. R.C.P. Rule 400(b). The Affidavit goes on to indicate that this original service was made personally by the Plaintiff on January 11, 2008 and the same otherwise was in compliance with the Pa. R.C.P.

19. On March 12, 2008, Plaintiff filed a Praecipe to Enter Judgment, alleging that the Petitioners failed to file a response (presumably to the Complaint).

20. A Certificate of Service dated March 12, 2008 indicates that the Praecipe to Enter Judgment, "...which service satisfies the requirements of the Pa. R.C.P. by depositing the same in the U.S. Mail first class postage prepaid..."

21. Attached to the Praecipe to Enter Judgment is an "Important Notice" dated February 27, 2008. Attached to that Notice is a Certificate of Service dated February 27, 2008 indicating that the Important Notice was also served by depositing the same in the U.S. Mail with First Class Postage Prepaid.

22. The Prothonotary ultimately notified the Petitioners as to the entry of Judgment (presumably also by First Class Mail) on March 12, 2008.

23. Accordingly, the Prothonotary entered Judgment as against Petitioners in the amount of \$29,895.00.

24. On March 27, 2008, the Plaintiff filed a Praecipe for Writ of Execution

indicating that service was made by depositing the same in the U.S. Mail with First Class postage prepaid.

25. Additionally, Plaintiff requested the Prothonotary to issue a Writ of Execution as against S & T Bank, Garnishee.

26. Plaintiff did ultimately cause the Praecipe for Writ Of Execution and Interrogatories to Garnishee, S & T Bank, to be served by the Sheriff of Clearfield County, with such service having been achieved on May 28, 2008. A copy of the Sheriff's Return as to the Garnishment proceeding is attached hereto, made part hereof, and incorporated herein as "Exhibit B"

27. The attorney for Garnishee, S & T Bank, forwarded Notice of the Interrogatories and Answers thereto to the Petitioners on June 20, 2008 by certified mail with the same having been received by Petitioners on June 23, 2008.

28. On July 14, 2008, Garnishee, S & T Bank, filed a Praecipe for Satisfaction indicating full payment to the Plaintiff.

29. Funds used by the Garnishee, S & T Bank, to pay the Plaintiff were withdrawn from the accounts of Petitioner, TLPOA, on June 27, 2008.

30. Garnishee, S & T Bank, did not file the response to Interrogatories nor its Certificate of Service until October 29, 2008.

COUNT I
DEFECTS/PRELIMINARY NOTICES/MECHANICS LIENS CLAIM

31. Petitioners incorporate previous Paragraphs 1 through 30 as though the same were for fully set forth at length herein.

32. Although the June 4, 2007 Letter and the Preliminary Notice of Intention to

File Claim were both forwarded by Certified Mail, and received by Petitioner, TLPOA, there is no indication of record indicating that either was directed to nor received by Petitioner, Begley.

33. The Affidavit of Service of the formal Notice of Intention to File Claim was allegedly served by posting by the Plaintiff only and by Certified Mail; although no receipt of that Certified Mailing by either Petitioner appears of record (Paragraph 13).

34. Petitioners believe and therefore aver that the procedure followed by the Plaintiff with regard to the Preliminary Notices as to the Mechanic's Lien was also defective in the following particulars:

(a) Other than the June 4, 2007 Letter and the initial Preliminary Notice, (which were received by the Petitioner TLPOA, but not by Petitioner Begley (Paragraph 31 above), there is no proof of record that service was accomplished as alleged by the Plaintiff.

(b) The Preliminary Notice of Intention to File Claim is only required of subcontractors as provided by applicable Pennsylvania law (49 Pa. §4901). At no point does Plaintiff allege status as a subcontractor.

(c) The content of the formal Notice is defective as indicated by applicable Pennsylvania law (49 Pa. §1501(c)).

35. The Mechanic's Lien Claim is defective in the following particulars:

(a) The Plaintiff as Claimant does not indicate whether he files the claim as contractor or subcontractor.

(b) The claim does not allege, indicate or prove that the work contemplated by the Mechanic's Lien Claim was completed within four months or

six months of filing the claim, as provided by applicable Pennsylvania law (49 §1502(a)(1)).

(c) Plaintiff fails to adequately set forth any contract or contracts under which the alleged work was performed and fails to attach a copy of any such contract.

**COUNT II
DEFECTS/COMPLAINT-EQUITY**

36. Petitioners incorporate previous Paragraphs 1 through 35 as though the same were for fully set forth at length herein.

37. As noted in Exhibit A attached hereto and previous Paragraph 17 and 18 hereof, the Complaint-Equity was served only by the Plaintiff personally, supposedly on or about January 11, 2008.

38. The Mechanic's Lien Law of 1963 (Act of August 24, 1963, P.L. 1175, No. 497, §701 (49 P.S. 1701) and particularly Subparagraph (a) thereof indicates that the practice and procedure to move beyond a Mechanic's Lien Claim to ultimately obtain judgment upon that claim "...shall be governed by the Rules of Civil Procedure...".

39. Pennsylvania Rule of Civil Procedure 400 details who may make service within Pennsylvania. Rule 400(a) indicates that except in situations not related to Mechanic's Liens, "...original service shall be served within the Commonwealth only by the Sheriff..."

40. The Rules provide no exceptions for service by other individuals in Mechanic's Lien Claim Complaints (see the remainder of Pa. R.C.P. 400).

41. Service of the Complaint-Equity is therefore totally inadequate and renders further proceedings thereafter as void.

42. The Complaint-Equity is otherwise defective in the following particulars:

(a) The Complaint fails to adequately set forth the contract or contracts under which the alleged work was performed and fails to provide a copy of any such contracts. The Complaint repeatedly bases or alleges that Plaintiff submitted a "Cayman Landing Lot Improvement Agreement"; when the same, attached hereto, made part hereof and incorporated herein as "Exhibit C" is really titled a "Cayman Landing Lot Improvement Receipt"; and which does not otherwise purport to be or even describe a contract or agreement in any respects.

(b) The Complaint fails to indicate when any of the alleged work indicated in the Mechanic's Lien Claim or Complaint was, in fact, completed.

(c) In fact, the Complaint alleges that the construction as to the addition began on or about October 14, 2002 which is long prior to the filing of the Mechanic's Lien Claim on October 15, 2007.

(d) Further allegations in the Complaint appear to indicate that all of the items complained of ultimately in the Mechanic's Lien Complaint were, in fact, completed more than four or six months prior to the filing of the Mechanic's Lien Claim; thereby rendering the entire process chosen by the Plaintiff in utilizing the Mechanic's Lien Law as totally defective and therefore void (49 P.S. §1502).

(e) The Complaint indicates a total improvement value of \$29,895.00; when the previously filed and indicated Mechanic's Lien Claim information and

particularly Exhibit 2 thereto indicated that the same totaled \$23,500.00.

(f) The Complaint also speaks of a claim for relief due the Plaintiff by virtue of the Doctrine of Equitable Conversion which is not otherwise related to the Mechanic's Lien Claim and Complaint utilizing by Plaintiff in this matter.

(g) Petitioners, as previously described herein, were never properly notified as to the existence of the case at hand or as to its progress in view of defective services involved therewith.

(h) Without the proper documentation, Petitioners were entirely unable to appreciate the significance of actions conducted by the Plaintiff in this action and the potential results.

43. Additionally, in view of the service defects and other complications attendant in the process of this litigation, the defective pleadings and other items filed of record in this matter and the ultimate garnishment proceedings as described herein, Petitioners were unable to determine an appropriate course of action until the filing of this Petition.

44. Petitioners also believe and therefore aver that Plaintiff's whereabouts were unknown until the filing hereof.

45. Petitioners were therefore in no way responsible for the failure to file an answer to Plaintiff's Complaint within the time allotted by law.

46. Unless the Petitioners are allowed to interpose their defenses, a greater injustice will result in as much as Plaintiff will be permitted to retain the amount secured by Plaintiff from Garnishee, S & T Bank, the amount sued for, aggregating in excess of \$29,895.00.

WHEREFORE, your Petitioners request that the Court grant a rule on the Plaintiff,

Charles M. Verruggio, to show cause why the Judgment entered on March 12, 2008 should not be stricken; or in the alternative, should not be opened and the Petitioners/Defendants permitted to make a defense.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Michael P. Yeager", written over a horizontal line.

Michael P. Yeager, Esquire
Attorney for Petitioners/Defendants

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY

PENNSYLVANIA

CHARLES M. VERRUGGIO

Plaintiff

vs

TREASURE LAKE PROPERTY OWNERS
ASSOCIATION, INC
[TLPOA]

and

MATHEW S. BEGLEY PCAM, TLPOA
GENERAL MANAGER

Defendant

CASE NO: 2007-1667-CD

TYPE OF CASE: CIVIL ACTION
EQUITY

TYPE OF FILING: ORIGINAL
SERVICE OF COMPLAINT TO
DEFENDANT IN ACCORDANCE WITH
Pa.R.C.P.: RULES NO: 400,
400(b), & 402 (a)(1) & 402(a)
(2)(iii).

FILED ON BEHALF OF: PLAINTIFF

FILED BY: PLAINTIFF pro se

CHARLES M. VERRUGGIO
868 TREASURE LAKE
DuBOIS, PA 15801
(814) 771-4493



FILED NO CC
M/10:54/24
JAN 14 2008
William A. Shaw
Prothonotary/Clerk of Court

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY

PENNSYLVANIA

CHARLES M. VERRUGGIO

Plaintiff

vs

TREASURE LAKE PROPERTY OWNERS
ASSOCIATION, INC., [TLPOA],

and

MATTHEW S. BEGLEY PCAM, TLPOA
GENERAL MANAGER

Defendant

TYPE OF CASE: CIVIL ACTION
EQUITY

CASE NO: 2007-1667-CD

TYPE OF FILING: ACCEPTANCE OF
SERVICE-AFFIDAVIT

AFFIDAVIT
ACCEPTANCE OF SERVICE

AND NOW comes Plaintiff, CHARLES M. VERRUGGIO, pro se, and files the within stated: Acceptance of Service, the facts in support of which are as follows:

1. Pursuant to and in accordance with Pa.R.C.P. Rule Numbers; 400, 400 (b), 402 (a)(1), & 402 (a)(2)(iii); Original Service was made upon the Defendant: Treasure Lake Property Owners Association, Inc., [TLPOA] [MATTHEW S. BEGLEY, GM TLPOA, BY SERVING A COPY OF Plaintiff's Complaint; Case NO: 2007-1667-CD, Civil Action-Equity, which said Complaint was filed in the Prothonotary's Office, Clearfield County Courthouse, January 9, 2008, upon the Defendant in accordance with Pa.R.C.P. 402.(a)(2)(iii), personally by the Plaintiff, Charles M. Verruggio, pro se in accordance with Pa.R.C.P. Rule 400(b).
2. Defendant was served Original Service of Complaint, personally by the Plaintiff on January 11, 2008, at 11:20 AM o'clock at the following address: Treasure Lake Property Owners Association Inc., 13 Treasure Lake, DuBois, PA 15801. The Complaint was a true and attested copy

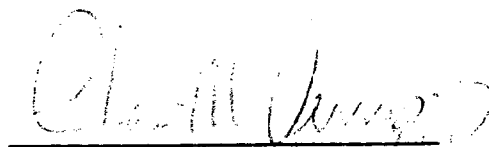
of the Original Complaint filed on January 9, 2008.

3. Service of the Complaint: Case NO: 2007-1667-CD was completed in compliance with the Pa.R.C.P.

VERIFICATION

I, CHARLES M. VERRUGGIO, Plaintiff, pro se, in this Civil Action-Equity, do hereby verify that all the foregoing facts set forth in this: Affidavit-Acceptance of Service are true and correct to the best of my knowledge, information and belief. Further, I make this verification with knowledge and understanding of the provisions of 18 Pa. C.S.A. §4904 (Unsworn Falsification to Authorities).

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Charles M. Verruggio", is written over a horizontal line.

Charles M. Verruggio
Plaintiff, pro se

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

CHARLES M. VERRUGGIO

Plaintiff

CASE NO: 2007-1667-CD

vs

TREASURE LAKE PROPERTY OWNERS ASSN., INC.

and

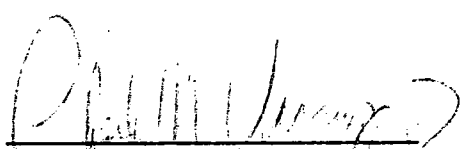
MATTHEW BEGLEY, PCAM, TLPOA GM

CERTIFICATE OF SERVICE

I hereby certify that I am this day serving a copy of the foregoing instrument: Affidavit-Acceptance of Service, upon the person and in the manner indicated below, which service satisfies the requirements of the Pa.R.C.P. by depositing the same in the U.S. Mail with First Class Postage prepaid as follows:

Treasure Lake Property Owners Assn.
13 Treasure Lake
DuBois, PA 15801

BY:


Charles M. Verruggio
Plaintiff, pro se

DATE: 01-11-08

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 07-1667-CD

CHARLES VERRUGGIO

VS

TREASURE LAKE PROPERTY OWNERS ASSOCIATION, INC. and

MATTHEW S. BEGLEY

TO: SAVINGS & TRUST BANK, (S&T BANK), Garnishee

WRIT OF EXECUTION; INTERROGATORIES TO GARNISHEE

SERVICE # 1 OF 1

SERVE BY: 06/11/2008 HEARING: PAGE: 104161

DEFENDANT: SAVINGS & TRUST BANK (S&T BANK), Garnishee

ADDRESS: 614 LIBERTY BLVD.

DUBOIS, PA 15801

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: GARNISHEE

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

ATTEMPTS Tammy Devers

SHERIFF'S RETURN

NOW, This 28th DAY of MAY 2008 AT 10:33 (AM) PM SERVED THE WITHIN

WRIT OF EXECUTION; INTERROGATORIES TO GARNISHEE ON SAVINGS & TRUST BANK (S&T BANK),
Garnishee, DEFENDANT

BY HANDING TO Tammy Devers / Assistant Vice President

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS THEREOF.

ADDRESS SERVED 614 Liberty BLVD. DUBOIS, PA. 15801

NOW _____ AT _____ AM / PM POSTED THE WITHIN

WRIT OF EXECUTION; INTERROGATORIES TO GARNISHEE FOR SAVINGS & TRUST BANK (S&T BANK), Garnishee

AT (ADDRESS) _____

NOW _____ AT _____ AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO SAVINGS & TRUST BANK (S&T BANK), Garnishee

REASON UNABLE TO LOCATE _____

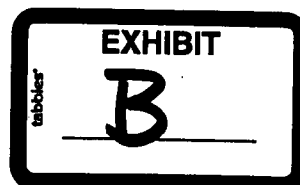
SWORN TO BEFORE ME THIS

_____ DAY OF _____ 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY: Jerome M. Newlin
Deputy Signature

Jerome M. Newlin
Print Deputy Name



FILED
013:46
MAY 29 2008
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104161

NO: 07-1667-CD

SERVICES 1

WRIT OF EXECUTION; INTERROGATORIES TO

GARNISHEE

PLAINTIFF: CHARLES VERRUGGIO

vs.

DEFENDANT: TREASURE LAKE PROPERTY OWNERS ASSOCIATION, INC. and

MATTHEW S. BEGLEY

TO: SAVINGS & TRUST BANK, (S&T BANK), Garnishee

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	VERRUGGIO	1236	10.00
SHERIFF HAWKINS	VERRUGGIO	1236	39.03

FILED

013-49811
JUN 13 2008
William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

____ Day of _____ 2008

So Answers,



Chester A. Hawkins
Sheriff

CAYMAN LANDING LOT IMPROVEMENT REQUEST

DATE 10-14-02


PROPERTY OWNER'S NAME CHARLES / PHYLLIS VERRUGGIO

LOT 687

HOME ADDRESS 868 TREASURE LAKE

DUBOIS PA 15601

TELEPHONE 570 239 8111 (CELL)
814 642 5074

REQUESTED IMPROVEMENTS: ADDITION (12'x20'), ROOF OVERHANG TO
ACCOMMODATE CAMPER (22'x20') , 8'x12' DECK, 8'x10' SHED,
20'x12' PAVILION BOAT STORAGE, 8'x12' SCREENED PORCH

REASON: SEASONAL LIVING QUARTERS

Show on the attached form a detailed plan of your lot indicating all improvements to be made showing in relation to lot boundaries - be sure to include the lot dimensions, trailer dimensions, and any other dimensions with regard to the improvements you request. You must show dimension from lot lines of your trailer, shed, or any other requested improvement.

PERMIT FEES: TRAILER PLACEMENT

\$30.00

SHEDS, DECKS, SCREENED PORCHES, ROOF OR AWNING \$10.00

PERMIT FEE MUST BE ATTACHED TO THIS REQUEST FORM.

PROPERTY CONTROL COMMITTEE NORMALLY MEETS THE 2ND AND 4TH WEDNESDAY EVENING OF EACH MONTH. APPLICATION SUBMISSION DEADLINE: CLOSE OF BUSINESS FRIDAY PRIOR TO THE WEDNESDAY MEETING. ATTENDANCE OF PROPERTY OWNER IS NOT REQUIRED AT THE MEETING.

☐ Please mail the permit

☒ I will pick up the permit at the POA building

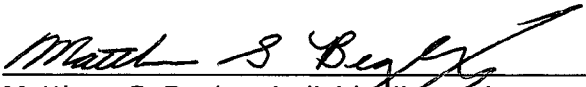
revised 8/2/02



VERIFICATION

I, MATTHEW S. BEGLEY, individually, and as General Manager of TREASURE LAKE PROPERTY OWNERS ASSOCIATION, INC., being duly authorized to make this Verification, have read the foregoing Petition to Strike and/or Open Judgment. 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, individually, and as
General Manager of Treasure Lake Property
Owners Association, Inc.

Dated: November 14, 2008

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

CHARLES M. VERRUGGIO,
Plaintiff

vs.

TREASURE LAKE PROPERTY OWNERS
ASSOCIATION, INC. and
MATTHEW S. BEGLEY,
Defendant

No. 2007-1667-CD

RULE TO STRIKE AND/OR OPEN JUDGMENT

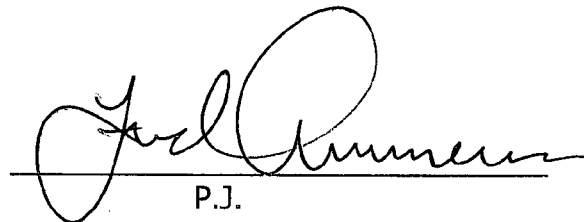
AND NOW, this 14th day of Nov., 2008, upon Petition of

MICHAEL P. YEAGER, ESQUIRE, as attorney for Petitioners/Defendants, the
Court hereby grants a Rule on Plaintiff to show cause why the Judgment in the
above-captioned matter should not be stricken; or in the alternative, why the
same should not be opened and the Petitioners/Defendants permitted to provide
a defense to the allegations set forth in Plaintiff's Complaint.

Rule Returnable the 16th day of December, 2008. @ 2:00 p.m.
Courtroom #1, Clearfield County Courthouse
All proceedings in this matter, and otherwise related to the same, are to

be stayed until determination of the Rule, including, but not limited to, Plaintiffs
use of Lot 687, Section 19, Cayman Landing, Treasure Lake Subdivision, Sandy
Township, Clearfield County, PA and/or the removal of any property of any kind
located in or on said Lot.

FILED ^{CLW}
2CC Atty Yeager
d/d: 4364
NOV 14 2008 1CC Sheriff


P.J.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 07-1667-CD

CHARLES M. VERRUGGIO

vs

SERVICE # 1 OF 1

TREASURE LAKE PROPERTY OWNERS ASSOCIATION, INC. and MATTHEW S. BEGLEY

TO: CHARLES M. VERRUGGIO

RULE TO STRIKE AND/OR OPEN JUDGMENT

SERVE BY: 12/15/2008 ASAP HEARING: 12/16/2008 2:00 PM PAGE: 104858

DEFENDANT: CHARLES M. VERRUGGIO

ADDRESS: LOT 687 SEC. 19, CAYMAN LANDING, TREASURE LK.
DUBOIS, PA 15801

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: CHARLES M. VERRUGGIO

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

ATTEMPTS 12-1-08 MOVED Camping Spot Empty.

SHERIFF'S RETURN

NOW, _____ AT _____ AM / PM **SERVED** THE WITHIN

RULE TO STRIKE AND/OR OPEN JUDGMENT ON CHARLES M. VERRUGGIO, DEFENDANT

BY HANDING TO _____ / _____

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS THEREOF.

ADDRESS SERVED _____

NOW _____ AT _____ AM / PM **POSTED** THE WITHIN

RULE TO STRIKE AND/OR OPEN JUDGMENT FOR CHARLES M. VERRUGGIO

AT (ADDRESS) _____

NOW 12-10-2008 AT 3:30 AM (PM) AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO CHARLES M. VERRUGGIO

REASON UNABLE TO LOCATE Defendant MOVED

SWORN TO BEFORE ME THIS

_____ DAY OF _____ 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY: Jerome M. Newkirk
Deputy Signature

Jerome M. Newkirk
Print Deputy Name

5
FILED
03:49:20
DEC 10 2008
William A. Shaw
Prothonotary/Clerk of Courts

**SHERIFF'S OFFICE
CLEARFIELD COUNTY
CASE # 104858**

DEAR CHARLES M. VERRUGGIO

Would you please contact the Sheriff's Office EXTENSION **1360** concerning legal papers we have for you

When you call, please give your name and the case # noted above (**104858**) and someone in the Office will be able to help you.

Thank you for your consideration in this matter.

SHERIFF CHESTER A. HAWKINS

OFFICE HOURS: 8:30 A.M. to 4:00 P.M.
PHONE (814) 765-2641

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

CHARLES M. VERRUGGIO,
Plaintiff

VS.

TREASURE LAKE PROPERTY OWNERS
ASSOCIATION, INC. and
MATTHEW S. BEGLEY,
Defendant

No. 2007-1667-CD

RULE TO STRIKE AND/OR OPEN JUDGMENT

AND NOW, this 14th day of Nov., 2008, upon Petition of
MICHAEL P. YEAGER, ESQUIRE, as attorney for Petitioners/Defendants, the
Court hereby grants a Rule on Plaintiff to show cause why the Judgment in the
above-captioned matter should not be stricken; or in the alternative, why the
same should not be opened and the Petitioners/Defendants permitted to provide
a defense to the allegations set forth in Plaintiff's Complaint.

Rule Returnable the 16th day of December, 2008 @ 2:00 P.M.
Courtroom #1, Clearfield County Courthouse
All proceedings in this matter, and otherwise related to the same, are to

be stayed until determination of the Rule, including, but not limited to, Plaintiffs
use of Lot 687, Section 19, Cayman Landing, Treasure Lake Subdivision, Sandy
Township, Clearfield County, PA and/or the removal of any property of any kind
located in or on said Lot.

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

/S/ Fredric J Ammerman

NOV 14 2008

P.J.

Attest.

William A. Brown
Prothonotary/
Clerk of Courts

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

CHARLES M. VERRUGGIO,
Plaintiff

VS.

TREASURE LAKE PROPERTY OWNERS
ASSOCIATION, INC. and
MATTHEW S. BEGLEY,
Defendants

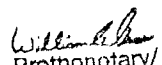
: No. 2007 – 1667 - CD
:
: Type of Case: Civil
:
: Type of Pleading: Petition to Strike
: and/or Open Judgment
:
: File on behalf of: Petitioners/
: Defendants
:
: Counsel of Record for this Party:
:
: Michael P. Yeager, Esq.
: Supreme Court No.: 15587
:
: P.O. Box 752
: 110 North Second Street
: Clearfield, PA 16830
:
: (814) 765-9611

Dated: November 14, 2008

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

NOV 14 2008

Attest.


Prothonotary/
Clerk of Courts

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

CHARLES M. VERRUGGIO,
Plaintiff

VS.

TREASURE LAKE PROPERTY OWNERS
ASSOCIATION, INC. and
MATTHEW S. BEGLEY,
Defendant

:
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No. 2007-1667-CD

PETITION TO STRIKE AND/OR OPEN JUDGMENT

COMES NOW, the Petitioners, Treasure Lake Property Owners Association, Inc. ("TLPOA") and Matthew S. Begley ("Begley") and otherwise collectively known as "Petitioners" by and through their attorney, MICHAEL P. YEAGER, ESQUIRE and file the within Petition to Strike and/or Open Judgment whereof the following is a statement:

1. The Petitioners are the Defendants named in the above-captioned action.
2. The Petitioner, TLPOA is a nonprofit corporation representing the interests of various owners of property within the Treasure Lake Subdivision, Sandy Township, Clearfield County, Pennsylvania, with a principal place of business located at 13 Treasure Lake, DuBois, PA 15801.
3. The Petitioner, Matthew S. Begley, is the General Manager of the TLPOA and otherwise resides within the Treasure Lake Community.
4. The Plaintiff in the above-captioned action filed the same pro se originally on October 15, 2007. At that time, he indicated that he resided at 868 Treasure Lake, DuBois, PA 15801.

5. The first filing in the above-captioned lawsuit on October 15, 2007 was said to be a Mechanic's Lien Claim.

6. The Mechanic's Lien Claim recites a history beginning in October of 2002 and essentially culminating in June of 2007 when the Plaintiff notified the Petitioners of a possible Mechanic's Lien claim by letter dated June 4, 2007 ("June 4, 2007 Letter").

7. The June 4, 2007 Letter, attached as Exhibit 1 to the Mechanic's Lien Claim, recites a history but perhaps most importantly recites that Plaintiff conducted various activities on a Treasure Lake lot (Lot 687, Section 19, Cayman Landing) then and now owned by Petitioner, TLPOA, including:

"(a) Lot clearing to receive RV

(b) Landscaping: i.e.: tree planting, fruit trees. Colorado blue spruce, birch and other trees from the Arbor Day Foundation, lilac bushes, lavender shrubs, perennial flowers, roses, tiger lilies, iris, wildflowers, tulips, azaleas, herb gardens, rhododendrons, and more in excess of \$4,200.00.

(c) Yard furniture and fencing, approximately \$1,500.00.

(d) In addition construction to lot 687 pursuant to the Lot Improvement schedule, drawings, material lists, all in accordance to local ordinance/ specification and TLPOA & C.L. Subdivision regulations which Lot Improvement Forms were submitted and accepted by TLPOA on 10-14-02, @ an estimated cost in excess of \$18,000.00."

7. Plaintiff also noted in the June 4, 2007 Letter that "...there are several tracks we may travel to achieve a remedy and closure to this matter. The most arduous would be this:

(a) A Civil Complaint-Assumpsit/Breach of Contract...

(b) A Civil Complaint at the Magisterial District Court...

(c) A Mechanic's Lien filed against the Property located at 687 Cayman Landing, Section 19, for all improvement performed by Charles Verruggio pursuant to the 2002 Trade of Property Agreement entered into on 10-14-02, the agreement and consent and understanding of the performances by both parties regarding Lot 687."

8. The Plaintiff finally indicated in the June 4, 2007 Letter that he needed to hear prior to June 11, 2007 after which time he would file a Complaint in the Court of Common Pleas of Clearfield County.

9. The Mechanic's Lien Claim also indicates that the June 4, 2007 Letter was served on the Petitioners by certified U.S. Postal Receipt 7006 2760 0001 8116 1905. Copies of that certified mail Receipt indicated mailing on June 4, 2007 and receipt at the TLPOA on June 5, 2007. However, this Receipt is as to the June 4, 2007 Letter was only directed to the Petitioner, TLPOA, and not to the Petitioner, Begley.

10. Attached to the Mechanic's Lien Claim as Exhibit 2 is a Notice Mechanic's Lien which more specifically details additions to Lot 687 Cayman Landing Section 19, all of which was said to total \$23,500.00.

11. That Exhibit 2 Notice references an Exhibit E, Affidavit of Service of Intention to File Claim. That Exhibit describes service on June 13, 2007 of a Preliminary Notice of Intention to File Claim and posting a Notice at Lot 687, Section 19 Cayman Landing Subdivision and finally service supposedly sent by certified mail return receipt mail service, 7006 2760 0001 8116 2469, but directed to Petitioner,

TLPOA, only; and not to Petitioner, Begley. Although the copy of the Receipt Card is not incorporated with this filing, it is ultimately incorporated with the file as part of Exhibit I to the hereafter described Complaint filing. The Receipt Card does indicate receipt on June 15, 2007.

12. Plaintiff attached a Certificate of Service to the Mechanic's Lien Claim dated October 15, 2007 indicating that he served a copy of the same by "...mailing same by First Class Mail, postage prepaid to the following: Treasure Lake Property Owners Association, Inc., 13 Treasure Lake, DuBois, PA 15801..."; but not to Petitioner Begley.

13. Exhibit 2 to the Mechanic's Lien Claim appears to be a Notice. The Affidavit of Service of this Notice dated October 9, 2007 appears to indicate that the same was posted at the main entrance door to Lot 687, Section 19 Cayman Landing Campground and also by Certified Return Receipt Mail service to said owners at TLPOA (not Petitioner Begley), 13 Treasure Lake, DuBois, PA 15801. Plaintiff includes a Certified Mail Receipt (7006 2150 0003 6813 2932). However, there is no indication that the same was ever received by the Petitioners.

14. On January 9, 2008, Plaintiff filed a Complaint-Equity restating much of what was contained in the previously filed Mechanics' Lien Claim and June 4, 2007 Letter.

15. The Complaint further indicates that the work and materials that formed the basis for the Mechanic's Lien Claim for work on Lot 687, Section 19 was all pursuant to what he calls a Cayman Landing Lot Improvement Agreement, dated October 14, 2002.

16. The Complaint goes on to claim sums for maintenance, building construction and materials, but totaling \$29,895.00 (as opposed to the total of \$23,500.00

proposed in previous filings).

17. On January 24, 2008, Plaintiff filed an Affidavit/Acceptance of Service of the Complaint, a copy of which is attached hereto, made part hereof and incorporated herein as "Exhibit A".

18. That Affidavit alleges that service of the Complaint was made upon the Defendant in accordance with Pa. R.C.P. 402(a)(2)(iii), personally by the Plaintiff in accordance with Pa. R.C.P. Rule 400(b). The Affidavit goes on to indicate that this original service was made personally by the Plaintiff on January 11, 2008 and the same otherwise was in compliance with the Pa. R.C.P.

19. On March 12, 2008, Plaintiff filed a Praecipe to Enter Judgment, alleging that the Petitioners failed to file a response (presumably to the Complaint).

20. A Certificate of Service dated March 12, 2008 indicates that the Praecipe to Enter Judgment, "...which service satisfies the requirements of the Pa. R.C.P. by depositing the same in the U.S. Mail first class postage prepaid..."

21. Attached to the Praecipe to Enter Judgment is an "Important Notice" dated February 27, 2008. Attached to that Notice is a Certificate of Service dated February 27, 2008 indicating that the Important Notice was also served by depositing the same in the U.S. Mail with First Class Postage Prepaid.

22. The Prothonotary ultimately notified the Petitioners as to the entry of Judgment (presumably also by First Class Mail) on March 12, 2008.

23. Accordingly, the Prothonotary entered Judgment as against Petitioners in the amount of \$29,895.00.

24. On March 27, 2008, the Plaintiff filed a Praecipe for Writ of Execution

indicating that service was made by depositing the same in the U.S. Mail with First Class postage prepaid.

25. Additionally, Plaintiff requested the Prothonotary to issue a Writ of Execution as against S & T Bank, Garnishee.

26. Plaintiff did ultimately cause the Praecipe for Writ Of Execution and Interrogatories to Garnishee, S & T Bank, to be served by the Sheriff of Clearfield County, with such service having been achieved on May 28, 2008. A copy of the Sheriff's Return as to the Garnishment proceeding is attached hereto, made part hereof, and incorporated herein as "Exhibit B"

27. The attorney for Garnishee, S & T Bank, forwarded Notice of the Interrogatories and Answers thereto to the Petitioners on June 20, 2008 by certified mail with the same having been received by Petitioners on June 23, 2008.

28. On July 14, 2008, Garnishee, S & T Bank, filed a Praecipe for Satisfaction indicating full payment to the Plaintiff.

29. Funds used by the Garnishee, S & T Bank, to pay the Plaintiff were withdrawn from the accounts of Petitioner, TLPOA, on June 27, 2008.

30. Garnishee, S & T Bank, did not file the response to Interrogatories nor its Certificate of Service until October 29, 2008.

COUNT I
DEFECTS/PRELIMINARY NOTICES/MECHANICS LIENS CLAIM

31. Petitioners incorporate previous Paragraphs 1 through 30 as though the same were for fully set forth at length herein.

32. Although the June 4, 2007 Letter and the Preliminary Notice of Intention to

File Claim were both forwarded by Certified Mail, and received by Petitioner, TLPOA, there is no indication of record indicating that either was directed to nor received by Petitioner, Begley.

33. The Affidavit of Service of the formal Notice of Intention to File Claim was allegedly served by posting by the Plaintiff only and by Certified Mail; although no receipt of that Certified Mailing by either Petitioner appears of record (Paragraph 13).

34. Petitioners believe and therefore aver that the procedure followed by the Plaintiff with regard to the Preliminary Notices as to the Mechanic's Lien was also defective in the following particulars:

(a) Other than the June 4, 2007 Letter and the initial Preliminary Notice, (which were received by the Petitioner TLPOA, but not by Petitioner Begley (Paragraph 31 above), there is no proof of record that service was accomplished as alleged by the Plaintiff.

(b) The Preliminary Notice of Intention to File Claim is only required of subcontractors as provided by applicable Pennsylvania law (49 Pa. §4901). At no point does Plaintiff allege status as a subcontractor.

(c) The content of the formal Notice is defective as indicated by applicable Pennsylvania law (49 Pa. §1501(c)).

35. The Mechanic's Lien Claim is defective in the following particulars:

(a) The Plaintiff as Claimant does not indicate whether he files the claim as contractor or subcontractor.

(b) The claim does not allege, indicate or prove that the work contemplated by the Mechanic's Lien Claim was completed within four months or

six months of filing the claim, as provided by applicable Pennsylvania law (49 §1502(a)(1)).

(c) Plaintiff fails to adequately set forth any contract or contracts under which the alleged work was performed and fails to attach a copy of any such contract.

COUNT II DEFECTS/COMPLAINT-EQUITY

36. Petitioners incorporate previous Paragraphs 1 through 35 as though the same were for fully set forth at length herein.

37. As noted in Exhibit A attached hereto and previous Paragraph 17 and 18 hereof, the Complaint-Equity was served only by the Plaintiff personally, supposedly on or about January 11, 2008.

38. The Mechanic's Lien Law of 1963 (Act of August 24, 1963, P.L. 1175, No. 497, §701 (49 P.S. 1701) and particularly Subparagraph (a) thereof indicates that the practice and procedure to move beyond a Mechanic's Lien Claim to ultimately obtain judgment upon that claim "...shall be governed by the Rules of Civil Procedure...".

39. Pennsylvania Rule of Civil Procedure 400 details who may make service within Pennsylvania. Rule 400(a) indicates that except in situations not related to Mechanic's Liens, "...original service shall be served within the Commonwealth only by the Sheriff..."

40. The Rules provide no exceptions for service by other individuals in Mechanic's Lien Claim Complaints (see the remainder of Pa. R.C.P. 400).

41. Service of the Complaint-Equity is therefore totally inadequate and renders further proceedings thereafter as void.

42. The Complaint-Equity is otherwise defective in the following particulars:

(a) The Complaint fails to adequately set forth the contract or contracts under which the alleged work was performed and fails to provide a copy of any such contracts. The Complaint repeatedly bases or alleges that Plaintiff submitted a "Cayman Landing Lot Improvement Agreement"; when the same, attached hereto, made part hereof and incorporated herein as "Exhibit C" is really titled a "Cayman Landing Lot Improvement Receipt"; and which does not otherwise purport to be or even describe a contract or agreement in any respects.

(b) The Complaint fails to indicate when any of the alleged work indicated in the Mechanic's Lien Claim or Complaint was, in fact, completed.

(c) In fact, the Complaint alleges that the construction as to the addition began on or about October 14, 2002 which is long prior to the filing of the Mechanic's Lien Claim on October 15, 2007.

(d) Further allegations in the Complaint appear to indicate that all of the items complained of ultimately in the Mechanic's Lien Complaint were, in fact, completed more than four or six months prior to the filing of the Mechanic's Lien Claim; thereby rendering the entire process chosen by the Plaintiff in utilizing the Mechanic's Lien Law as totally defective and therefore void (49 P.S. §1502).

(e) The Complaint indicates a total improvement value of \$29,895.00; when the previously filed and indicated Mechanic's Lien Claim information and

particularly Exhibit 2 thereto indicated that the same totaled \$23,500.00.

(f) The Complaint also speaks of a claim for relief due the Plaintiff by virtue of the Doctrine of Equitable Conversion which is not otherwise related to the Mechanic's Lien Claim and Complaint utilizing by Plaintiff in this matter.

(g) Petitioners, as previously described herein, were never properly notified as to the existence of the case at hand or as to its progress in view of defective services involved therewith.

(h) Without the proper documentation, Petitioners were entirely unable to appreciate the significance of actions conducted by the Plaintiff in this action and the potential results.

43. Additionally, in view of the service defects and other complications attendant in the process of this litigation, the defective pleadings and other items filed of record in this matter and the ultimate garnishment proceedings as described herein, Petitioners were unable to determine an appropriate course of action until the filing of this Petition.

44. Petitioners also believe and therefore aver that Plaintiff's whereabouts were unknown until the filing hereof.


45. Petitioners were therefore in no way responsible for the failure to file an answer to Plaintiff's Complaint within the time allotted by law.

46. Unless the Petitioners are allowed to interpose their defenses, a greater injustice will result in as much as Plaintiff will be permitted to retain the amount secured by Plaintiff from Garnishee, S & T Bank, the amount sued for, aggregating in excess of \$29,895.00.

WHEREFORE, your Petitioners request that the Court grant a rule on the Plaintiff,

Charles M. Verruggio, to show cause why the Judgment entered on March 12, 2008 should not be stricken; or in the alternative, should not be opened and the Petitioners/Defendants permitted to make a defense.

Respectfully submitted,



Michael P. Yeager, Esquire
Attorney for Petitioners/Defendants

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY

PENNSYLVANIA

CHARLES M. VERRUGGIO

Plaintiff

vs

TREASURE LAKE PROPERTY OWNERS
ASSOCIATION, INC
[TLPOA]

and

MATHEW S. BEGLEY PCAM, TLPOA
GENERAL MANAGER

Defendant

CASE NO: 2007-1667-CD

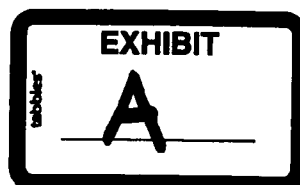
TYPE OF CASE: CIVIL ACTION
EQUITY

TYPE OF FILING: ORIGINAL
SERVICE OF COMPLAINT TO
DEFENDANT IN ACCORDANCE WITH
Pa.R.C.P.: RULES NO: 400,
400(b), & 402 (a)(1) & 402(a)
(2)(iii).

FILED ON BEHALF OF: PLAINTIFF

FILED BY: PLAINTIFF pro se

CHARLES M. VERRUGGIO
868 TREASURE LAKE
DuBOIS, PA 15801
(814) 771-4493



FILED NO CC
m/10:54/BA
JAN 10 2008
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY

PENNSYLVANIA

CHARLES M. VERRUGGIO

Plaintiff

vs

TREASURE LAKE PROPERTY OWNERS
ASSOCIATION, INC., [TLPOA],

and

MATTHEW S. BEGLEY PCAM, TLPOA
GENERAL MANAGER

Defendant

TYPE OF CASE: CIVIL ACTION
EQUITY

CASE NO: 2007-1667-CD

TYPE OF FILING: ACCEPTANCE OF
SERVICE-AFFIDAVIT

AFFIDAVIT
ACCEPTANCE OF SERVICE

AND NOW comes Plaintiff, CHARLES M. VERRUGGIO, pro se, and files the within stated: Acceptance of Service, the facts in support of which are as follows:

1. Pursuant to and in accordance with Pa.R.C.P. Rule Numbers; 400, 400 (b), 402 (a)(1), & 402 (a)(2)(iii); Original Service was made upon the Defendant: Treasure Lake Property Owners Association, Inc., [TLPOA] [MATTHEW S. BEGLEY, GM TLPOA, BY SERVING A COPY OF Plaintiff's Complaint; Case NO: 2007-1667-CD, Civil Action-Equity, which said Complaint was filed in the Prothonotary's Office, Clearfield County Courthouse, January 9, 2008, upon the Defendant in accordance with Pa.R.C.P. 402.(a)(2)(iii), personally by the Plaintiff, Charles M. Verruggio, pro se in accordance with Pa.R.C.P. Rule 400(b).
2. Defendant was served Original Service of Complaint, personally by the Plaintiff on January 11, 2008, at 11:20 AM o'clock at the following address: Treasure Lake Property Owners Association Inc., 13 Treasure Lake, DuBois, PA 15801. The Complaint was a true and attested copy

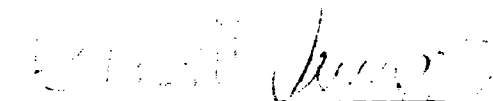
of the Original Complaint filed on January 9, 2008.

3. Service of the Complaint: Case NO: 2007-1667-CD was completed in compliance with the Pa.R.C.P.

VERIFICATION

I, CHARLES M. VERRUGGIO, Plaintiff, pro se, in this Civil Action-Equity, do hereby verify that all the foregoing facts set forth in this: Affidavit-Acceptance of Service are true and correct to the best of my knowledge, information and belief. Further, I make this verification with knowledge and understanding of the provisions of 18 Pa. C.S.A. §4904 (Unsworn Falsification to Authorities).

Respectfully submitted,



Charles M. Verruggio
Plaintiff, pro se

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

CHARLES M. VERRUGGIO

Plaintiff

CASE NO: 2007-1667-CD

VS

TREASURE LAKE PROPERTY OWNERS ASSN., INC.

and

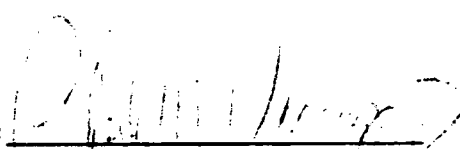
MATTHEW BEGLEY, PCAM, TLPOA GM

CERTIFICATE OF SERVICE

I hereby certify that I am this day serving a copy of the foregoing instrument: Affidavit-Acceptance of Service, upon the person and in the manner indicated below, which service satisfies the requirements of the Pa.R.C.P. by depositing the same in the U.S. Mail with First Class Postage prepaid as follows:

Treasure Lake Property Owners Assn.
13 Treasure Lake
DuBois, PA 15801

BY:


Charles M. Verruggio
Plaintiff, pro se

DATE: 01-11-08

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 07-1667-CD

CHARLES VERRUGGIO

vs

SERVICE # 1 OF 1

TREASURE LAKE PROPERTY OWNERS ASSOCIATION, INC. and
MATTHEW S. BEGLEY

TO: SAVINGS & TRUST BANK, (S&T BANK), Garnishee

WRIT OF EXECUTION; INTERROGATORIES TO GARNISHEE

SERVE BY: 06/11/2008 HEARING: PAGE: 104161

DEFENDANT: SAVINGS & TRUST BANK (S&T BANK), Garnishee

ADDRESS: 614 LIBERTY BLVD.
DUBOIS, PA 15801

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: GARNISHEE

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

ATTEMPTS Tammy Devers

SHERIFF'S RETURN

NOW, This 28th DAY of MAY 2008 AT 10:33 AM PM SERVED THE WITHIN

WRIT OF EXECUTION; INTERROGATORIES TO GARNISHEE ON SAVINGS & TRUST BANK (S&T BANK),
Garnishee, DEFENDANT

BY HANDING TO Tammy Devers / Assistant Vice President

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS
THEREOF.

ADDRESS SERVED 614 Liberty BLVD. DUBOIS, PA. 15801

NOW AT AM / PM POSTED THE WITHIN

WRIT OF EXECUTION; INTERROGATORIES TO GARNISHEE FOR SAVINGS & TRUST BANK (S&T BANK), Garnishee

AT (ADDRESS)

NOW AT AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF NOT FOUND AS TO SAVINGS & TRUST BANK (S&T BANK), Garnishee

REASON UNABLE TO LOCATE

SWORN TO BEFORE ME THIS

DAY OF 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY: Jerome M. Nex / Deputy Signature

Jerome M. Nex / Print Deputy Name



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 07-1667-CD

CHARLES VERRUGGIO

VS

SERVICE # 1 OF 1

TREASURE LAKE PROPERTY OWNERS ASSOCIATION, INC. and

MATTHEW S. BEGLEY

TO: SAVINGS & TRUST BANK, (S&T BANK), Garnishee

WRIT OF EXECUTION; INTERROGATORIES TO GARNISHEE

SERVE BY: 06/11/2008 HEARING: PAGE: 104161

DEFENDANT: SAVINGS & TRUST BANK (S&T BANK), Garnishee

ADDRESS: 614 LIBERTY BLVD.

DUBOIS, PA 15801

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: GARNISHEE

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

ATTEMPTS

Tammy Devers

FILED

013:46 201
MAY 29 2008

William A. Shaw
Prothonotary/Clerk of Courts

SHERIFF'S RETURN

NOW, This 28th DAY of MAY 2008 AT 10:33 AM PM SERVED THE WITHIN

WRIT OF EXECUTION; INTERROGATORIES TO GARNISHEE ON SAVINGS & TRUST BANK (S&T BANK),
Garnishee, DEFENDANT

BY HANDING TO Tammy Devers / Assistant Vice President

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS
THEREOF.

ADDRESS SERVED 614 Liberty BLVD. DUBOIS, PA. 15801

NOW _____ AT _____ AM / PM POSTED THE WITHIN

WRIT OF EXECUTION; INTERROGATORIES TO GARNISHEE FOR SAVINGS & TRUST BANK (S&T BANK), Garnishee

AT (ADDRESS) _____

NOW _____ AT _____ AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO SAVINGS & TRUST BANK (S&T BANK), Garnishee

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

_____ DAY OF _____ 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

Jerome M. Nex
Deputy Signature

Jerome M. Nex
Print Deputy Name



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104161
NO: 07-1667-CD
SERVICES 1

WRIT OF EXECUTION; INTERROGATORIES TO

GARNISHEE

PLAINTIFF: CHARLES VERRUGGIO

vs.

DEFENDANT: TREASURE LAKE PROPERTY OWNERS ASSOCIATION, INC. and
MATTHEW S. BEGLEY

TO: SAVINGS & TRUST BANK, (S&T BANK), Garnishee

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	VERRUGGIO	1236	10.00
SHERIFF HAWKINS	VERRUGGIO	1236	39.03

FILED
013:49871
JUN 13 2008
William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

____ Day of _____ 2008

So Answers,



Chester A. Hawkins
Sheriff

CAYMAN LANDING LOT IMPROVEMENT REQUEST

DATE 10-14-02


PROPERTY OWNER'S NAME CHARLES/PHYLLIS VERRUGGIO

LOT 687

HOME ADDRESS 868 TREASURE LAKE

DuBois PA 15601

TELEPHONE 570 239 8111 (cell)
814 642 5074

REQUESTED IMPROVEMENTS: Addition (12'x20'), Roof overhang to
Accomodate Camper (22'x20') , 8'x12' deck, 8'x10' shed,
20'x12' Pavilion Boat storage, 8'x12' screened porch

REASON: SEASONAL LIVING QUARTERS

Show on the attached form a detailed plan of your lot indicating all improvements to be made showing in relation to lot boundaries - be sure to include the lot dimensions, trailer dimensions, and any other dimensions with regard to the improvements you request. You must show dimension from lot lines of your trailer, shed, or any other requested improvement.

PERMIT FEES: TRAILER PLACEMENT \$30.00
SHEDS, DECKS, SCREENED PORCHES, ROOF OR AWNING \$10.00

PERMIT FEE MUST BE ATTACHED TO THIS REQUEST FORM.

PROPERTY CONTROL COMMITTEE NORMALLY MEETS THE 2ND AND 4TH WEDNESDAY EVENING OF EACH MONTH. APPLICATION SUBMISSION DEADLINE: CLOSE OF BUSINESS FRIDAY PRIOR TO THE WEDNESDAY MEETING. ATTENDANCE OF PROPERTY OWNER IS NOT REQUIRED AT THE MEETING.

☐ Please mail the permit
☒ I will pick up the permit at the POA building

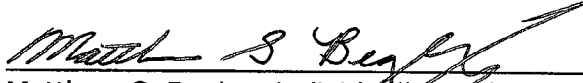
revised 8/2/02



VERIFICATION

I, MATTHEW S. BEGLEY, individually, and as General Manager of TREASURE LAKE PROPERTY OWNERS ASSOCIATION, INC., being duly authorized to make this Verification, have read the foregoing Petition to Strike and/or Open Judgment. 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, individually, and as
General Manager of Treasure Lake Property
Owners Association, Inc.

Dated: November 14, 2008

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104858
NO: 07-1667-CD
SERVICES 1
RULE TO STRIKE AND/OR OPEN JUDGMENT

PLAINTIFF: CHARLES M. VERRUGGIO

vs.

DEFENDANT: TREASURE LAKE PROPERTY OWNERS ASSOCIATION, INC. and MATTHEW S. BEGLEY
TO: CHARLES M. VERRUGGIO

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	YEAGER	5995	10.00
SHERIFF HAWKINS	YEAGER	5995	36.65

5
FILED
012:10LM
DEC 15 2008
William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

_____ Day of _____ 2008

So Answers,



Chester A. Hawkins
Sheriff

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

CHARLES M. VERRUGGIO,
Plaintiff

VS.

TREASURE LAKE PROPERTY OWNERS
ASSOCIATION, INC. and
MATTHEW S. BEGLEY,
Defendants

: No. 2007 – 1667 - CD
:
: Type of Case: Civil
:
: Type of Pleading: Motion for
: Rescheduling
:
: File on behalf of: Petitioners/
: 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

Dated: December 10, 2008

FILED

DEC 17 2008

William A. Shaw
Prothonotary/Clerk of Courts

200
01/00261
Amy Yeager
©10

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

CHARLES M. VERRUGGIO,
Plaintiff

vs.

TREASURE LAKE PROPERTY OWNERS
ASSOCIATION, INC. and
MATTHEW S. BEGLEY,
Defendants

No. 2007-1667-CD

MOTION FOR RESCHEDULING

COMES NOW, the Petitioners/Defendants, **TREASURE LAKE
PROPERTY OWNERS ASSOCIATION, INC. and MATTHEW S. BEGLEY**, by
and through their attorney, **MICHAEL P. YEAGER, ESQUIRE**, and file the
within Motion for Rescheduling whereof the following is a statement:

1. Petitioners/Defendants filed their Petition to Strike and/or Open Judgment in the above-captioned matter on November 14, 2008.
2. On that same date, a Rule Returnable was issued for Tuesday, December 16, 2008 at 2:00 P.M.
3. The Petition with attached Rule Returnable was directed to the Sheriff of Clearfield County for service on that same date.
4. However the Sheriff has, to date, been unable to make such service as is evidenced by the Sheriff's Return, a copy of which is attached hereto, made part hereof and incorporated herein as "Exhibit A"

WHEREFORE, Petitioners/Defendants request the Court to reschedule the Rule Returnable date to a date at least 35 days from the date of any Order relative to this Petition, or otherwise indefinitely pending service once achieved by Petitioners/Defendants.

Respectfully submitted,

December 10, 2008

A handwritten signature in cursive script, appearing to read "Michael P. Yeager", written over a horizontal line.

Michael P. Yeager, Esquire
Pa. Bar I.D. #: 15587
P.O. Box 752
110 North Second Street
Clearfield, PA 16830
Phone: 814-765-9611
Fax: 814-765-9503

1A

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

CHARLES M. VERRUGGIO,
Plaintiff

vs.

TREASURE LAKE PROPERTY OWNERS
ASSOCIATION, INC. and
MATTHEW S. BEGLEY,
Defendants

No. 2007-1667-CD

RESCHEDULING ORDER

AND NOW, this 18th day of December, 2008, it is the ORDER of this Court that a Rule Returnable on the Petition to Strike and/or Open Judgment filed by the Petitioners/Defendants is rescheduled for the 25th day of February, 2009, at 10:30 A.M. in Courtroom No. 1, at the Clearfield County Courthouse, Clearfield, PA 16830.

By the Court:



P.J.

FILED
DEC 18 2008

William A. Shaw
Prothonotary/Clerk of Courts

2cc
Amy Yeager

FILED

DEC 18 2008

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 12/18/08

☒ 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:

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

CHARLES M. VERRUGGIO,
Plaintiff

vs.

TREASURE LAKE PROPERTY OWNERS
ASSOCIATION, INC. and
MATTHEW S. BEGLEY,
Defendants

: No. 2007 – 1667 - CD
:
: Type of Case: Civil
:
: Type of Pleading: Motion for
: Leave to Serve by
: Publication
:
: File on behalf of: Petitioners/
: 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

April 30, 2009

FILED ICC
01325021 Atty Yeager
APR 30 2009
William A. Shaw
Prothonotary/Clerk of Courts

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

CHARLES M. VERRUGGIO,
Plaintiff

vs.

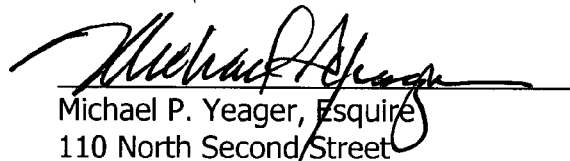
TREASURE LAKE PROPERTY OWNERS
ASSOCIATION, INC. and
MATTHEW S. BEGLEY,
Defendants

:
:
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:
:
:
:
:
:

No. 2007-1667-CD

MOTION FOR LEAVE TO SERVE BY PUBLICATION

COMES NOW, Michael P. Yeager, Esquire, attorney for the Petitioners/
Defendants in the above-captioned case, upon the basis of the Affidavit attached to this
Motion and in conformity with the Pennsylvania Rules of Civil Procedure, and moves for
leave to serve the Motion for Rescheduling of the Rule Returnable on the Petition to
Strike and/or Open Judgment filed in this action by publication on the Plaintiff.



Michael P. Yeager, Esquire
110 North Second Street
P.O. Box 752
Clearfield, PA 16830
Attorney for Plaintiff

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

CHARLES M. VERRUGGIO,
Plaintiff

vs.

TREASURE LAKE PROPERTY OWNERS
ASSOCIATION, INC. and
MATTHEW S. BEGLEY,
Defendants

No. 2007-1667-CD

**AFFIDAVIT THAT THE PLAINTIFF'S
WHEREABOUTS ARE UNKNOWN**

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF CLEARFIELD :
SS:

I, MICHAEL P. YEAGER, ESQUIRE, being duly sworn according to law, depose and say that I make this Affidavit on behalf of the Defendants/Petitioners, Treasure Lake Property Owners Association, Inc., and being authorized to do so, I declare that the whereabouts of the Plaintiff, Charles M. Verruggio, are unknown.

1. Good faith efforts to locate the whereabouts of Plaintiff Verruggio included contact and review of the following information:

- (a) Post office records
- (b) Telephone records
- (c) Voter registration
- (d) County Assessment Office records
- (e) Sandy Township Tax Collector Records
- (f) Drivers License records

3. I have been unable to locate any address for Plaintiff Verruggio other than his last known address at 868 Treasure Lake, DuBois, PA 15801.

4. The aforementioned address within Treasure Lake was, at one time, utilized by Plaintiff Verruggio. However, the DuBois postal authorities have indicated, by returning mail sent to that address, that they were unable to deliver the same and that they are unable to forward as evidenced on "Exhibit A" attached hereto.

5. Telephone records from Verizon, Big Book, Yellow Book and Free 411 were all reviewed; and none reflect a telephone number for Plaintiff Verruggio.

6. Clearfield County Voter Director of Elections Office was contacted and Plaintiff Verruggio is registered to vote in PA with a last known address of 868 Treasure Lake, DuBois, PA 15801 as evidenced on "Exhibit B" attached hereto.

7. Clearfield County Assessment Office records were reviewed which show that Charles M. Verruggio co-owns Section 8A, Lot 50 with Julie A. Kelleher. The address listed is 213 Blossom Lane, Palm Beach Shores, FL 33404 as evidenced on the "Exhibit C" attached hereto.

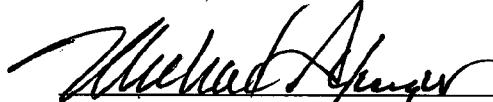
8. The Sandy Township Tax Collector was contacted. She indicated that Charles M. Verruggio and Julie A. Kelleher own Section 8A, Lot 50 with an address listed as 213 Blossom Lane, Palm Beach Shores, FL 33404 as evidenced on "Exhibit D" attached hereof.

9. I have contacted the said Julie A. Kelleher and she has advised that Charles M. Verruggio no longer resides at 213 Blossom Lane, Palm Beach Shores, FL 33404; and that she has not heard from Plaintiff Verruggio for three years.

10. Pennsylvania State Driver's License Bureau was contacted to verify whether Plaintiff Verruggio has a PA driver's license. However, I was unable to obtain that

information without Plaintiff Verruggio's consent.

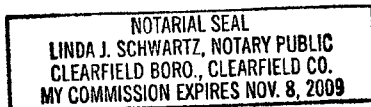
12. The allegations in the foregoing Motion for Leave to Serve by Publication and the attached exhibits are true and correct to the best of my personal knowledge, information and belief.


Michael P. Yeager, Esquire
Attorney for Petitioners

Sworn to and subscribed

before me this 30th day
of April, 2009.





TREASURE LAKE PROPERTY OWNERS ASSOC.

13 Treasure Lake

DuBois, Pennsylvania 15801-9099

ADDRESS SERVICE REQUESTED



RECEIVED

APR - 2 2009

BY CC TLPOA



02 1P
0004400719 NOV 10 2008
MAILED FROM ZIP CODE 15801

Charles M. Verruggio
868 Treasure Lake
DuBois, Pa 1

NIXIE

155 DE 1

00 03/31/09

RETURN TO SENDER
INSUFFICIENT ADDRESS
UNABLE TO FORWARD

BC: 15801909999 *2243-21454-12-41

15801+3300109999

CLEARFIELD COUNTY DIRECTOR OF ELECTIONS
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

After checking the voter registration records for the Commonwealth of Pennsylvania, I find the following to be a true and correct statement:

_____ Charles M. Verruggio is not registered to vote in Pennsylvania.

✓ _____ Charles M. Verruggio is registered to vote in Pennsylvania and has a last known address is as follows:

868 TREASURES LAKE RD, DUBOIS PA 15801

Very truly yours,

1-9-09

(Date)

Linda L. Clark

Director of Elections



Voters: Find Voter

VERRUGGIO, CHARLES M Security: **Not Restricted** Last Changed: **7/31/2008 12:00:00**
ID Number: **014068814-17** Federal Voter: ☐

☒ General ☐ Districts ☒ Votes ☐ Correspondence ☐ Petitions ☒ Changes ☐ Documents ☐ Other

ID Number: **014068814-17** Application Source: **DOTIA** Means of Regist: Registered: **03/13/2002** Status Reason: **INACTIVE - 5 YEAR RULE**
7/31/2008

Title: Last Name: **VERRUGGIO** First Name: **CHARLES** Middle Name: **M** Suffix: Maiden Name: Verify

House #: **1/2** Street Name: **TREASURE LAKE RD** Unit: Unit #: City: **DUBOIS** State: **PA** Zip Code: **15801**

Address Line 2:

Birth Date: **02/05/1946** Place of Birth: Social Sec: Driver's Lic.: Sex: **M** Race: Language: Assistance:

Political Party: **NON-PARTISAN** Phone: Last Voted: ☐ Must Vote In Person ☐ Poll Worker Interest ☐ Poll Worker ☐

Precinct Split: **475-N** Insert Clear *x Charles M Verruggio*

SANDY TWP. - Y

OK **Cancel**

Record: **1** of 1

**SANDY TOWNSHIP TAX COLLECTOR
P.O. Box 252
Clearfield, PA 16830**

JANUARY 9, 2009
(Date)

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

**Re: Section 8A, Lot 50
Treasure Lake Subdivision
Sandy Township, Clearfield County, PA**

Dear Mr. Yeager:

Please be advised that the record information I have in my files regarding the above-mentioned property is as follows:

Owners' Names: Charles M. Verruggio
Julie A. Kelleher

Owners' Address: 213 Bolssom Lane
Palm Beach Shores, FL 33404

Very truly yours,

Lee Ann Collins

Lee Ann Collins
Sandy Township Tax Collector



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

CHARLES M. VERRUGGIO,
Plaintiff

vs.

TREASURE LAKE PROPERTY OWNERS
ASSOCIATION, INC. and
MATTHEW S. BEGLEY,
Defendants

: No. 2007 – 1667 - CD
:
: Type of Case: Civil
:
: Type of Pleading: Motion for
: Rescheduling
:
: File on behalf of: Petitioners/
: 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

April 30, 2009

FILED

APR 30 2009

William A. Shaw
Prothonotary/Clerk of Courts

McC
Any Yeager

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

CHARLES M. VERRUGGIO,
Plaintiff

vs.

TREASURE LAKE PROPERTY OWNERS
ASSOCIATION, INC. and
MATTHEW S. BEGLEY,
Defendants

: No. 2007 – 1667 - CD
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: Michael P. Yeager, Esq.
: Supreme Court No.: 15587
:
: P.O. Box 752
: 110 North Second Street
: Clearfield, PA 16830
:
: (814) 765-9611

April 30, 2009

FILED

APR 30 2009

William A. Shaw
Prothonotary/Clerk of Courts

ICC
Any Yeager

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

CHARLES M. VERRUGGIO,
Plaintiff

VS.

TREASURE LAKE PROPERTY OWNERS
ASSOCIATION, INC. and
MATTHEW S. BEGLEY,
Defendants

: No. 2007 – 1667 - CD
:
: Type of Case: Civil
:
: Type of Pleading: Motion for
: Rescheduling
:
: File on behalf of: Petitioners/
: 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

April 30, 2009

FILED

APR 30 2009

William A. Shaw
Prothonotary/Clerk of Courts

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

CHARLES M. VERRUGGIO,
Plaintiff

VS.

TREASURE LAKE PROPERTY OWNERS
ASSOCIATION, INC. and
MATTHEW S. BEGLEY,
Defendants

:
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:
:

No. 2007-1667-CD

MOTION FOR RESCHEDULING

COMES NOW, the Defendants/Petitioners, **TREASURE LAKE
PROPERTY OWNERS ASSOCIATION, INC. and MATTHEW S. BEGLEY**, by
and through their attorney, **MICHAEL P. YEAGER, ESQUIRE**, and file the
within Motion for Rescheduling whereof the following is a statement:

1. Defendants/Petitioners filed their Petition to Strike and/or Open
Judgment in the above-captioned matter on November 14, 2008.
2. On that same date, a Rule Returnable was issued for Tuesday,
December 16, 2008 at 2:00 P.M.
3. The Petition with attached Rule Returnable was directed to the Sheriff
of Clearfield County for service on that same date.
4. However the Sheriff was unable to make such service as is evidenced
by the Sheriff's Return dated December 10, 2008 filed to the above number and
term.

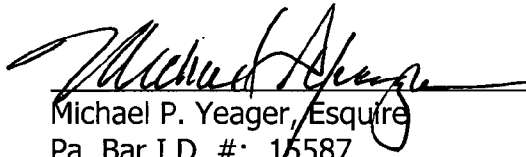
5. A Motion for Rescheduling was filed on November 14, 2008 and a Rule Returnable was issued for February 25, 2009 at 10:30 A.M.

6. However, to date, Defendants/Petitioners have been unable to locate the Plaintiff as is indicated in the Affidavit filed with the Motion for Leave to Serve by Publication filed contemporaneously herewith.

WHEREFORE, Defendants/Petitioners request the Court to reschedule the Rule Returnable date to a date at least 35 days from the date of any Order relative to this Petition, or otherwise indefinitely pending service by publication once achieved by Defendants/Petitioners.

Respectfully submitted,

April 30, 2009

A handwritten signature in black ink, appearing to read "Michael P. Yeager", is written over a horizontal line.

Michael P. Yeager, Esquire
Pa. Bar I.D. #: 15587
P.O. Box 752
110 North Second Street
Clearfield, PA 16830
Phone: 814-765-9611
Fax: 814-765-9503

UK

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

CHARLES M. VERRUGGIO,
Plaintiff

vs.

TREASURE LAKE PROPERTY OWNERS
ASSOCIATION, INC. and
MATTHEW S. BEGLEY,
Defendants


No. 2007-1667-CD

ORDER OF COURT

AND NOW, to wit this 4th day of May, 2009, upon consideration of the foregoing Motion, the Petitioners/Defendants are granted leave to make service of the Motion for Rescheduling of the Rule Returnable on the Petition to Strike and/or Open Judgment on the Plaintiff, Charles M. Verruggio, by general publication, one time each in The Courier-Express, of DuBois, PA and Clearfield County Legal Journal of Clearfield, PA not less than thirty (30) days prior to June 19th, 2009, the date set for hearing of said Motion for Rescheduling of the Rule Returnable on the Petition to Strike and/or Open Judgment in Courtroom 1 at Clearfield, Pennsylvania at 9:00 o'clock A.M.

BY THE COURT:



FILED ^{ica}
013:40601 Amy Yeager
MAY 04 2009
William A. Shaw
Prothonotary/Clerk of Courts 

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

CHARLES M. VERRUGGIO,
Plaintiff

VS.

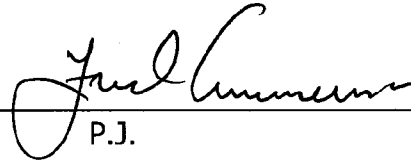
TREASURE LAKE PROPERTY OWNERS
ASSOCIATION, INC. and
MATTHEW S. BEGLEY,
Defendants

No. 2007-1667-CD

RESCHEDULING ORDER

AND NOW, this 4th day of May, 2009, it is the ORDER of
this Court that a Rule Returnable on the Petition to Strike and/or Open Judgment
filed by the Defendants/Petitioners is rescheduled for the 19th day of
June, 2009, at 9:00A.M. in Courtroom No. 1, at the
Clearfield County Courthouse, Clearfield, PA 16830.

By the Court:


P.J.

FILED

013:40301
MAY 04 2009

William A. Shaw
Prothonotary/Clerk of Courts

(60)

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

CHARLES M. VERRUGGIO,
Plaintiff

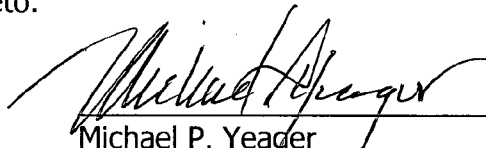
vs.

TREASURE LAKE PROPERTY OWNERS
ASSOCIATION, INC. and
MATTHEW S. BEGLEY,
Defendants

No. 2007-1667-CD

AFFIDAVIT OF SERVICE

I, **MICHAEL P. YEAGER, ESQUIRE**, attorney for the Defendants, depose and say that Notice regarding the Rescheduling of the Rule Returnable in the above-captioned matter was served upon the Plaintiff by publication in The Progress newspaper on May 8, 2009, as evidenced by the Proof of Publication dated May 12, 2009, attached hereto; by publication in the Courier Express/Tri-County Sun/Jeffersonian Democrat newspaper on May 13, 2009 as evidenced by the Proof of Publication dated May 18, 2009; and in the regular issue of Clearfield County Legal Journal Week of May 15, 2009, Vol. 21, No. 20 as evidenced by the Proof of Publication dated May 15, 2009, attached hereto.


Michael P. Yeager
Attorney for Defendants

Sworn to and subscribed before me this 15th day of June, 2009.



NOTARIAL SEAL
LINDA J. SCHWARTZ, NOTARY PUBLIC
CLEARFIELD BORO., CLEARFIELD CO.
MY COMMISSION EXPIRES NOV. 8, 2009

FILED No cc
03:29 PM
JUN 16 2009
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD
COUNTY, PENNSYLVANIA
CIVIL DIVISION
No. 2007-1667-CD

CHARLES M. VERRUGGIO,

Plaintiff

vs.

TREASURE LAKE PROPERTY OWNERS ASSOCIATION,
INC. and MATTHEW S. BEGLEY,

Defendants

LEGAL NOTICE

TO: CHARLES M. VERRUGGIO
(Former address: 868 Treasure Lake,
DuBois, PA 15801)

You are hereby notified that the Defendants/Petitioners listed above filed a Petition to Strike and/or Open Judgment with attached Rule Returnable ("Petition") previously secured by the Plaintiff in this action.

A hearing was originally scheduled to occur on December 18, 2008 relative to that Petition. The Sheriff was unable to serve the Petition; and a Motion for Rescheduling was filed with the Court ordering a rescheduling date of February 25, 2009.

Unfortunately, the Plaintiff's whereabouts still have not been discovered and service has not been completed relative to the aforesaid Petition.

Take Notice that the Defendants/Petitioners have requested in their Motion for Rescheduling of the Rule Returnable on the Petition which is on file in the office of the Prothonotary of the Court of Common Pleas of Clearfield County as aforesaid; that the Court decree that service by publication be authorized pursuant to Special Order of Court setting June 19, 2009 at 9:00 o'clock A.M. in Courtroom 1 for the Rescheduled Rule Returnable hearing on Petitioner's/Defendant's Petition to Strike and/or Open Judgment as aforesaid.

NOTICE

If you wish to defend, you must enter a written appearance personally or by attorney and file your defenses or objections in writing with the Court. You are warned that if you fail to do so, the case may proceed without you and a judgment may be entered against you without further notice for the relief requested by the Defendants/Petitioners. 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

5/13/09

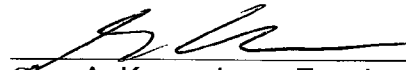
PROOF OF PUBLICATION

STATE OF PENNSYLVANIA :

:

COUNTY OF CLEARFIELD :

On this 15th day of May AD 2009, before me, the subscriber, a Notary Public in and for said County and State, personally appeared Gary A. Knaresboro editor of the Clearfield County Legal Journal of the Courts of Clearfield County, and that the annexed is a true copy of the notice or advertisement published in said publication in the regular issues of Week of May 15, 2009, Vol. 21, No. 20. And that all of the allegations of this statement as to the time, place, and character of the publication are true.

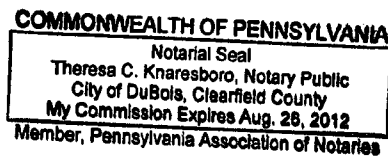


Gary A. Knaresboro, Esquire
Editor

Sworn and subscribed to before me the day and year aforesaid.



Notary Public
My Commission Expires



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

CIVIL DIVISION

No. 2007-1667-CD

CHARLES M. VERRUGGIO, Plaintiff

vs.

**TREASURE LAKE PROPERTY OWNERS AS-
SOCIATION, INC. and**

MATTHEW S. BEGLEY,

Defendants

LEGAL NOTICE

TO: CHARLES M. VERRUGGIO

**(Former address: 868 Treasure Lake, DuBois,
PA 15801)**

You are hereby notified that the Defendants/
Petitioners listed above filed a
Petition to Strike and/or Open Judgment with
attached Rule Returnable ("Petition")
previously secured by the Plaintiff in this action.
A hearing was originally scheduled to occur on
December 18, 2008 relative to
that Petition. The Sheriff was unable to serve
the Petition; and a Motion for
Rescheduling was filed with the Court ordering
a rescheduling date of February 25, 2009. Un-
fortunately, the Plaintiff's whereabouts still
have not been discovered and service has not
been completed relative to the aforesaid Peti-
tion.

Take Notice that the Defendants/Petitioners
have requested in their Motion for
Rescheduling of the Rule Returnable on the
Petition which is on file in the office of the
Prothonotary of the Court of Common Pleas of
Clearfield County as aforesaid; that the
Court decree that service by publication be
authorized pursuant to Special Order of Court
setting June 19, 2009 at 9:00 o'clock A.M. in
Courtroom 1 for the Rescheduled Rule Return-
able hearing on Petitioner's/Defendant's Peti-
tion to Strike and/or Open Judgment as afore-
said.

NOTICE

If you wish to defend, you must enter a written
appearance personally or by attorney and file
your defenses or objections in writing with the
Court. You are warned that if you fail to do so,
the case may proceed without you and a judg-
ment may be entered against you without
further notice for the relief requested by the
Defendants/Petitioners. 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 LAW-
YER, THIS OFFICE MAY BE ABLE TO PRO-
VIDE YOU WITH INFORMATION ABOUT
AGENCIES THAT MAY OFFER LEGAL SER-
VICES TO ELIGIBLE PERSONS AT A RE-
DUCED 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 DIVISION

CHARLES M. VERRUGGIO,
Plaintiff

vs.

TREASURE LAKE PROPERTY OWNERS
ASSOCIATION, INC. and
MATTHEW S. BEGLEY,
Defendant

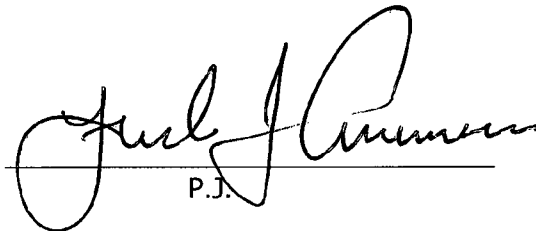
No. 2007-1667-CD

ORDER

AND NOW, this 19th day of June, 2009, after review and consideration

of various documentation relative to service of the Plaintiff Verruggio in the above-captioned matter; and after further consideration of Defendants' Rule to Strike and/or Open Judgment and their Petition to Strike and/or Open Judgment, both of which were previously filed in this action; and no answer having been made by the Plaintiff nor appearance at this hearing relative to a Rule to Show Cause, this Court, upon Motion of MICHAEL P. YEAGER, ESQUIRE, attorney for Defendants, hereby orders as follows:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the various defects relative to service of various documentation as noted in the Petition are fatal essentially resulting in a loss of jurisdiction; and that the Judgment ultimately secured by the Plaintiff in this action and entered on March 12, 2008 be stricken and that all further proceedings in this matter subsequent to that Judgment are hereby decreed to be void and of no further force and effect.


P.J.

FILED

019:19301
JUN 19 2009

3 cc Atty Yeager

1 cc Plff

8608 Treasure Lake
DuBois, PA 15801

and

213 Blossom Lane
Palm Beach Shores, FL 33404

William A. Shaw
Prothonotary/Clerk of Courts

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

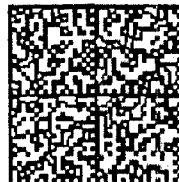
FILED

3/11:54 am
JUN 23 2009

William A. Shaw
Prothonotary/Clerk of Courts

no further
address in file

Charles M. Verruggio
868 Treasure Lake
DuBois, PA 15801



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11449-19619-20-45

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

CHARLES M. VERRUGGIO,
Plaintiff

vs.

TREASURE LAKE PROPERTY OWNERS
ASSOCIATION, INC. and
MATTHEW S. BEGLEY,
Defendant

No. 2007-1667-CD

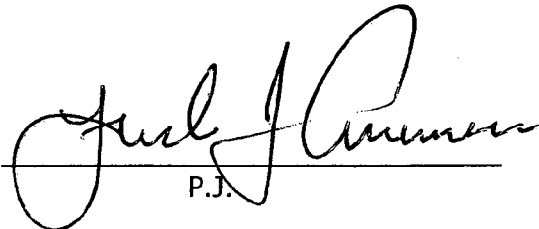
ORDER

AND NOW, this 19th day of June, 2009, after review and consideration

of various documentation relative to service of the Plaintiff Verruggio in the above-captioned matter; and after further consideration of Defendants' Rule to Strike and/or Open Judgment and their Petition to Strike and/or Open Judgment, both of which were previously filed in this action; and no answer having been made by the Plaintiff nor appearance at this hearing relative to a Rule to Show Cause, this Court, upon Motion of MICHAEL P. YEAGER, ESQUIRE, attorney for Defendants, hereby orders as follows:


IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the various defects relative to service of various documentation as noted in the Petition are fatal essentially resulting in a loss of jurisdiction; and that the Judgment ultimately secured by the Plaintiff in this action and entered on March 12, 2008 be stricken and that all further proceedings in this matter subsequent to that Judgment are hereby decreed to be void and of no further force and effect.

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


P.J.

JUN 19 2009

Attest.


Prothonotary/
Clerk of Courts

LA

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

E. & L. Brokerage, Inc., a
corporation, and E.T.R.
Enterprises, Inc. a
corporation,
Plaintiffs,

v.

The Cardinal Group, Inc.,
a corporation, and
William M. Detterer, an
Individual,
Defendants.

No. 07 - 1737 - CD

ORDER

AND NOW, this 16th day of June, 2009, upon
Plaintiffs' Praecipe for Status Conference it is the ORDER of this
Court that a Status Conference is scheduled for the 28th day of
August, 2009, at 9:00A.M. in Judge's Chambers, Clearfield
County Courthouse, Clearfield, Pennsylvania.

BY THE COURT,



President Judge

FILED

9:19:50
JUN 17 2009

3CC
Atty Naddeo

William A. Shaw
Prothonotary/Clerk of Courts

FILED

JUN 17 2009

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 6/17/09

☒ 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:

TLPOA
13 Treasure Lake
DuBois, PA 15801

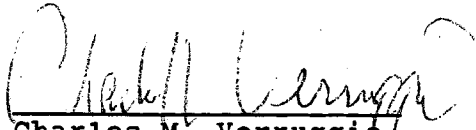
February 22, 2008

Re: Case No: 2007-CD-1667
Complaint-Equity

TLPOA,

Enclosed herewith please find a copy of plaintiff's filing:
Praecipe to Enter Judgement, the Original of which was filed today.
Any concerns may be addressed to me at my Treasure Lake address.

PLEASE GOVERN YOURSELF ACCORDINGLY:


Charles M. Verruggio
868 Treasure Lake
DuBois, PA 15801

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

CHARLES M. VERRUGGIO

Plaintiff

vs

TREASURE LAKE PROPERTY OWNERS
ASSOCIATION, INC., [TLPOA]

and

MATTHEW S. BEGLEY PCAM, TLPOA
GENERAL MANAGER

Defendant

TYPE OF CASE: CIVIL ACTION
COMPLAINT-EQUITY

CASE NO: 2007-CD-1667

TYPE OF FILING: PRAECIPE TO
ENTER JUDGEMENT

FILED ON BEHALF OF: PLAINTIFF

FILED BY: PLAINTIFF, pro se

CHARLES M. VERRUGGIO
868 Treasure Lake
DuBOIS, PA 15801
(814) 771-1695

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

CHARLES M. VERRUGGIO

Plaintiff

vs

TREASURE LAKE PROPERTY OWNERS
ASSOCIATION, INC., [TLPOA]

and

MATHEW S. BEGLEY PCAM, TLPOA
GENERAL MANAGER

Defendant

TYPE OF CASE: CIVIL ACTION
EQUITY

CASE NO: 2007-CD-1667

TYPE OF FILING: PRAECIPE TO
ENTER JUDGEMENT
MECHANIC'S LIEN

PREACIPE TO ENTER JUDGEMENT
MECHANIC'S LIEN

TO THE PROTHONOTARY:

AND NOW comes the Plaintiff, CHARLES M. VERRUGGIO, pro se, and files the within stated instrument: Praecipe to Enter Judgement-Mechanic's Lien, and states the following facts in support of Claim as follows:

1. On June 13, 2007 plaintiff posted the Preliminary Notice of Intention to File Mechanic's Lien against the within named Defendants [TLPOA] MATTHEW S. BEGLEY, the owner or reputed owner of subject property: Lot 687, Section 19, Cayman Landing Subdivision, Treasure Lake, DuBois, PA 15801, in accordance with the Pa. R.C.P.
2. On October 9, 2007 plaintiff posted: Notice-Mechanic's Lien

Affidavit upon the property, 687 LOT, SECTION19, Cayman Landing, in accordance with the Pa.R.C.P.

3. The plaintiff, Charles M. Verruggio, served copies of both the Preliminary Notice to File Mechanic's Lien and the Formal Notice Mechanic's Lien to the defendant; TLPOA & Matthew Begley to the defendant's address: 13 Treasure Lake, DuBois, PA 15801, including a Certificate of Service as required by the Pa.R.C.P.

4. The defendant failed to reply to either Notice as is required by Pa.R.C.P.

5. On October 15, 2007 the plaintiff filed a Mechanic's Lien Claim in accordance with and pursuant to the Pa.R.C.P.

6. On October 15, 2007 plaintiff served a copy of the Mechanic's Lien Claim upon the defendant in compliance to the Pa.R.C.P.

7. The defendant failed once again to comply to the plaintiff's Claim in a timely manner, in fact the defendant has never responded to the plaintiff regarding this matter.

8. Having had no reply from the defendant in Eighty-Six (86) days, the plaintiff filed: Demand for Judgement Upon Mechanic's Lien Claim Complaint-Equity. Filing date, January 9, 2008. Defendant served.

9. On January 11, 2008 plaintiff filed: Original Service of Complaint with Affidavit-Acceptance of Service, and served the defendant, by personally delivering a copy of Complaint-Equity to Matthew Begley at: 13 Treasure Lake, DuBois, PA, the TLPOA Office.

10. The defendant Treasure Lake Property Owners Association and Matthew Begley have failed to reply to any of the plaintiff's filings as is required by the Pa.R.C.P.

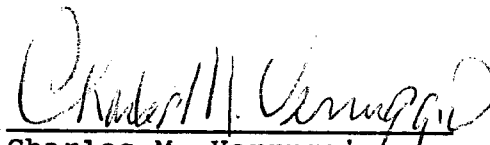
TO THE PROTHONOTARY:

THEREFORE, please enter Judgement in the amount of TWENTY-THREE

THOUSAND FIVE HUNDRED (\$23,500.00) DOLLARS, plus costs and interest against the defendant: TREASURE LAKE PROPERTY OWNERS ASSOCIATION, INC., and MATTHEW S. BEGLEY, for failure to comply to the above-referenced filings in plaintiff's paragraphs ONE (1) through TEN (10), as required by the Pa.R.C.P.

A copy of the plaintiff's filing: Preliminary Notice of Intention to File Judgement in Accordance with Pa.R.C.P. 237.5, filed on February 11, 2008, attached hereto as required by Pa.R.C.P. 237.1, more accurately described in Exhibit "A" attached hereto and incorporated as though the same were set forth fully herein.

Respectfully submitted,



Charles M. Verruggio
Plaintiff, pro se

868 Treasure Lake
DuBois, PA 15801
(814) 771-1695

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY

PENNSYLVANIA

CHARLES M. VERRUGGIO

Plaintiff

vs

TREASURE LAKE PROPERTY OWNERS
ASSOCIATION, INC., [TLPOA]

and

MATTHEW S. BEGLEY PCAM, TLPOA G.M.

Defendant

CIVIL ACTION-EQUITY

CASE NO: 2007-CD-1667

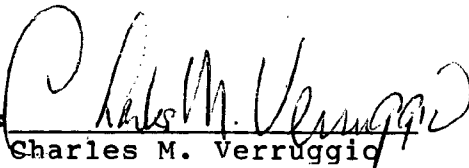
FILING: VERIFICATION/
Affidavit

VERIFICATION-AFFIDAVIT

I, CHARLES M. VERRUGGIO, pro se, do hereby verify that all of the foregoing facts set forth in this PRAECIPE TO ENTER JUDGEMENT, are true and correct to the best of my knowledge, information and belief. Further, I state that I am the Plaintiff in the above-entitled action: PRAECIPE; that the amount due the Plaintiff from the Defendant is TWENTY-THREE THOUSAND FIVE HUNDRED (\$23,500.00) DOLLARS, [and if appropriate and proper THREE (3) times that amount (\$70,500), for Punitive Damages], as it appears from the case record, pleadings, filings, attachments and exhibits; that the Defendant is not an infant or an incompetent person (s); that the Praecipe for Judgement against the Defendant is for the failure of the Defendant to comply to the Plaintiff's Notices/Claims/Complaint in accordance to the Pa.R.C.P. as required; that the amount due and owing is justly due and owing; and that no part thereof has been paid or returned to the Plaintiff; and that the Defendant is not in the military service of the United States.

Further I make this Verification/Affidavit with knowledge and understanding of the provisions of 18 Pa. C.S.A. §4904 (Unsworn Falsification to Authorities).

BY:

A handwritten signature in cursive script, appearing to read "Charles M. Verruggio", written over a horizontal line.

Charles M. Verruggio
Plaintiff, pro se

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

CHARLES M. VERRUGGIO

Plaintiff

CIVIL ACTION

vs

CASE NO: 2007-CD-1667

TREASURE LAKE PROPERTY OWNERS
ASSOCIATION, INC., [TLPOA]

and

MATTHEW S. BEGLEY PCAM, TLPOA G.M.

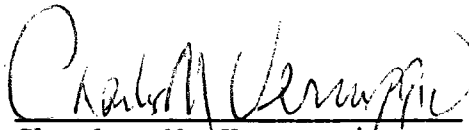
Defendant

CERTIFICATE OF SERVICE

I hereby certify that I am this day serving a copy of the foregoing instrument: Praeipie to Enter Judgement, upon the person and in the manner indicated below, which service satisfies the requirements of the Pa.R.C.P. by depositing the same in the U.S. Mail with 1ST Class Postage prepaid as follows:

Treasure Lake Property Owners
Association, Inc. &
Matthew S. Begley

13 Treasure Lake
DuBois, PA 15801



Charles M. Verruggio
868 Treasure Lake
DuBois, PA 15801

DATE: February 22, 2008

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY

PENNSYLVANIA

CHARLES M. VERRUGGIO

Plaintiff

vs

TREASURE LAKE PROPERTY OWNERS
ASSOCIATION, INC., [TLPOA]

and

MATTHEW S. BEGLEY PCAM, TLPOA
GENERAL MANAGER

Defendant

TYPE OF CASE: CIVIL ACTION
COMPLAINT-EQUITY

CASE NO: 2007-CD-1667

TYPE OF FILING: PRELIMINARY
NOTICE: INTENTION TO FILE
PRAECIPE TO ENTER JUDGEMENT

FILED ON BEHALF OF: PLAINTIFF

FILED BY: PLAINTIFF, pro se
CHARLES M. VERRUGGIO
868 TREASURE LAKE
DUBOIS, PA 15801
(814) 771-1695

COPY
FILED
m 19 11 30
FEB 11 2008
NO CC

- PLAINTIFF
EXHIBIT "A" -

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

CHARLES M. VERRUGGIO

Plaintiff

vs

TREASURE LAKE PROPERTY OWNERS
ASSOCIATION, INC., [TLPOA]

and

MATTHEW S. BEGLEY PCAM, TLPOA
G.M.

Defendant

CASE NO: 2007-CD-1667

FILING: PRELIMINARY NOTICE
OF INTENTION TO FILE JUDGEMENT
IN ACCORDANCE WITH Pa.R.C.P.
237.5

PRELIMINARY NOTICE OF INTENTION TO FILE JUDGEMENT IN

[Pa.R.C.P. 237.5]

AND NOW comes the Plaintiff, CHARLES M. VERRUGGIO, pro se, and files the within stated Pleading: Preliminary Notice of Intention to File Judgement, against the Defendant: TREASURE LAKE PROPERTY OWNERS ASSOCIATION, INC., [TLPOA] and MATTHEW S. BEGLEY, TLPOA G.M., the facts in support of which are as follows:

1. On October 15, 2007 plaintiff filed a Mechanic's Lien Claim in accordance with and pursuant to Pa.R.C.P.
2. On January 9, 2008 plaintiff filed: Demand for Judgement upon Mechanic's Lien Claim filed on October 15, 2007, Complaint-Equity.
3. On January 11, 2008 plaintiff filed: Original Service of Complaint: Affidavit-Acceptance of Service.
4. On January 11, 2008 plaintiff personally served upon defendant,

- PLAINTIFF
- EXHIBIT "A" -

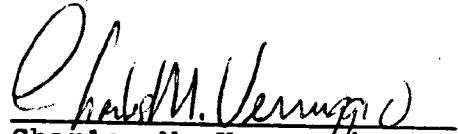
Matthew S. Begley, a **certified** and attested copy of the Original filing, Demand for Judgement, by handing said copy directly to the defendant, Matthew Begley on January 11, 2008, at Eleven Twenty A.M. {11:20 a.m.) at the TLPOA Offices located at 13 Treasure Lake, DuBois, PA 15801, which copy Matthew Begley, accepted.

5. The Defendant; Treasure Lake Property Owners Association, Inc. and Matthew S. Begley are hereby Notified that it is the intention of the plaintiff, Charles M. Verruggio, to file:

PRAECIPE TO ENTER DEFAULT JUDGEMENT: against the defendant TEN (10) days after service of the enclosed:

Preliminary Notice of Intention to Enter Judgement: [Pa.R.C.P. 237.5].

FILED BY:


Charles M. Verruggio
868 Treasure Lake
DuBois, PA 15801
{814} 771-1695

- PLAINTIFF
- EXHIBIT "A" -

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

CHARLES M. VERRUGGIO

Plaintiff

vs

CASE NO: 2007-CD-1667

TREASURE LAKE PROPERTY OWNERS
ASSOCIATION, INC., [TLPOA]

and

MATTHEW S. BEGLEY, PCAM, TLPOA
GENERAL MANAGER

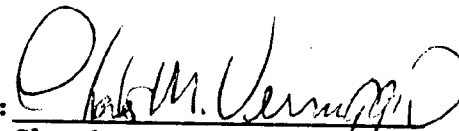
CERTIFICATE OF SERVICE

I hereby certify that I am this day serving a copy of the foregoing instrument: Preliminary Notice of Intention to File Praecipe to Enter Judgement, upon the person and in the manner indicated below which service satisfies the requirements of the Pa.R.C.P. by depositing the same in the U.S. Mail with First Class Postage prepaid as follows:

Treasure Lake Property Owners Assn.
13 Treasure Lake
DuBois, PA 15801, &

Matthew Begley
13 Treasure Lake
DuBois, PA 15801

BY:


Charles M. Verruggio
868 Treasure Lake
DuBois, PA 15801

Date: February 8, 2008

- PLAINTIFF
EXHIBIT "A" -

*** FAX ERROR TX REPORT ***

TX FUNCTION WAS NOT COMPLETED

JOB NO.	0992
DESTINATION ADDRESS	7651703
PSWD/SUBADDRESS	
DESTINATION ID	
ST. TIME	02/25 15:37
USAGE T	00'00
PGS.	0
RESULT	NG
	0
	#018 BUSY/NO SIGNAL

Charles M. Verbrugge
666 Treasure Lake
Dubois, PA 15801

PLEASE GOVERN YOURSELF ACCORDINGLY:

Enclosed herewith please find a copy of plaintiff's filing:
Praecepto to Enter Judgement, the original of which was filed today.
Any concerns may be addressed to me at my Treasure Lake address.

TLPOA,

Date: 2/25/2008

Clearfield County Court of Common Pleas

User: BILLSHAW

Time: 09:49 AM

ROA Report

Page 1 of 1

Case: 2007-01667-CD

Current Judge: No Judge

Charles M. Verruggiovs.Treasure Lake Property Owners Association, Inc., Matthew S. Begley

Mechanical Lien Claim

Date		Judge
10/15/2007	New Case Filed.	No Judge
	Filing: Mechanic's Lien Claim, Lot 687, Section 19, Cayman Landing Sub-Division, Treasure Lake, Paid by: Verruggio, Charles M. (plaintiff) Receipt number: 1921054 Dated: 10/15/2007 Amount: \$85.00 (Check) 2 Cert. to Plaintiff.	No Judge
1/9/2008	Complaint - Equity, Demand For Judgment, filed by s/ Charles M. Verruggio, Plaintiff pro se. 2CC to PLFF	No Judge
1/15/2008	Original Service of Complaint to Defendant in Accordance with Pa.R.C.P. Rules No: 400, 400 (b) & 402 (a) (1) & 402 (a) (2) (iii), filed. Personally served the Complaint on January 11, 2008 to Defendant, filed by s/ Charles M. Verruggio-plff. No CC.	No Judge
2/11/2008	Preliminary Notice of Intention to File Judgment, filed by s/ Charles M. Verruggio, Plaintiff, pro se. No CC	No Judge

SER Ruck

400

NO SHERIFF RETURN

1651

FILED

OCT 15 2007

0/10.30/10/11

William A. Shaw

Notary Public/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY

PENNSYLVANIA

2 sent to
Puff.

CHARLES M. VERRUGGIO

Plaintiff

vs

TREASURE LAKE PROPERTY OWNERS
ASSOCIATION, INC.

and,

MATTHEW S. BEGLEY PCAM
TLPOA GENERAL MANAGER

Defendant

TYPE OF FILING: MECHANIC'S
LIEN CLAIM: Pa.R.C.P. 1650-
1661 & MECHANIC'S LIEN LAW
1963, 49 P.S. 49, §1101
et seq.

FILING NO: 2007-1667-CY

FILED ON BEHALF OF:
PLAINTIFF

FILED BY: PLAINTIFF, pro se
CHARLES M. VERRUGGIO
868 TREASURE LAKE
DuBOIS, PA 15801
(814) 771-4493

A

1-7

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

CHARLES M. VERRUGGIO

NO:

Plaintiff

vs

TREASURE LAKE PROPERTY OWNERS ASSOCIATION,
INC.

and

MATTHEW S. BEGLEY, PCAM
TLPOA GENERAL MANAGER

Defendant

NOTICE

This is to notify you that a Mechanic's Lien Claim has been filed against you. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this notice and Claim are served, by entering a written appearance personally or by an attorney and filing in writing with the Court your defenses or objections to this Claim set forth against you. You are warned that if you fail to do so the plaintiff, Charles M. Verruggio, will file a Civil Complaint against you in the Court of Common Pleas of Clearfield County, PA. in accordance with and pursuant to the Pa.R.C.P.: Rules 1650 through 1661, and the Mechanic's Lien Law of 1963, 49 P.S. §1101 et seq. 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
230 MARKET STREET
CLEARFIELD, PA 16830
(814) 765-2641

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

CHARLES M. VERRUGGIO

Plaintiff

vs

TREASURE LAKE PROPERTY OWNERS
ASSOCIATION, INC.

and

MATTHEW S. BEGLEY, PCAM
TLPOA GENERAL MANAGER

Defendant

TYPE OF CASE: CIVIL ACTION
FILING:
CASE NO: FILING NO:

TYPE OF PLEADING: MECHANIC'S
LIEN CLAIM AS GOVERNED BY THE
MECHANIC'S LIEN LAW OF 1963,
49 P.S. §1101 et seq. & THE
Pa.R.C.P. 1650 through 1661

AND NOW comes CHARLES M. VERRUGGIO, Plaintiff, pro se, and files
the within stated Pleading: Mechanic's Lien Claim, the facts in
support of which are as follows:

1. The plaintiff, CHARLES M. VERRUGGIO, is an adult individual,
sui juris, who resides at 868 Treasure Lake, DuBois, PA 15801.
2. The Defendant, TREASURE LAKE PROPERTY OWNERS ASSOCIATION, INC.
is an Association incorporated and conducting business at it's main
offices located at: 13 Treasure Lake, DuBois, Clearfield County,
PA. 15801.
3. The defendant, MATTHEW S. BEGLEY, PCAM, TLPOA GENERAL MANAGER,
is an adult individual, who is employed by Treasure Lake Property
Owners Association, Inc., as it's general manager. ^{Address: 13 TREASURE LK}
^{DuBois, PA 15801. emv}
4. The matter giving rise to this Claim [Mechanic's Lien], is for
the Breach of both verbal and written contracts/agreements entered
into between the plaintiff, Charles M. Verruggio and the defendant

Treasure Lake Property Owners Association, Inc., and it's general manager, Matthew S. Begley, on or about October 14, 2002.

5. Aforementioned Breaches were continuous from October, 14, 2002 through June 13, 2007, and were unilaterally addressed by the plaintiff, Charles M. Verruggio to TLPOA & Matthew Begley through several actions on the part of plaintiff, i.e.: certified letters, personal telephone messages, personal visits to TLPOA offices, the last of which was letter from plaintiff to defendant dated June 4, 2007, to the attention of Mr. Begley. Certified U.S. Postal Receipt No: 7006 2760 0001 8116 1905 and letter more accurately described in Exhibit No: One (1), attached hereto and incorporated as though the same were set forth fully herein.

[NOTE: TLPOA and it's agent, Matthew have at no time responded to any request made by plaintiff to resolve this matter in an amicable manner to avoid civil litigation].

6. The plaintiff, on June 13, 2007 posted the Preliminary Notice of Intention to File Claim: Mechanic's Lien, against the following Building and Premises:

Lot 687, Section 19, Cayman Landing Sub-Division, Treasure Lake, DuBois, PA 15801, which said property is recorded at the Recorder of Deeds Office in the Clearfield County Courthouse, Clearfield, PA 16830.

Notice of the posting and a copy of the Notice was also sent to TLPOA, 13 Treasure Lake, DuBois, PA 15801 by Certified Mail, Receipt NO: 7006 2760 0001 8116 2469, and received by TLPOA on June 15, 2007. Said Notice and Receipt more accurately described in Exhibit "E", attached hereto and incorporated as though the same were set forth fully herein. (Affidavit of Service included)

7. The plaintiff, on October 9, 2007, posted Notice, Mechanic's Lien Claim against the following Building and Premises:

Lot 687, Section 19, Cayman Landing Campground Sub-Division Treasure Lake, DuBois, PA 15801, which said property is recorded at the Recorder of Deeds and Records Office in the Clearfield County Courthouse, Clearfield, PA 16830.

A copy of the Notice and Affidavit of Formal Notice was also sent to TLPOA, 13 Treasure Lake, DuBois, PA 15801 by Certified Mail, Receipt NO: 7006 2150 0003 6813 2932. Said receipt, Notice and Affidavit more accurately described in Exhibit "2", attached hereto and incorporated as though the same were set forth fully herein.

[NOTE: The plaintiff's Mechanic's Lien Claim, Exhibit # "2", contains exhibits marked "A" through "E", more accurately described and incorporated as though the same were set forth fully herein].

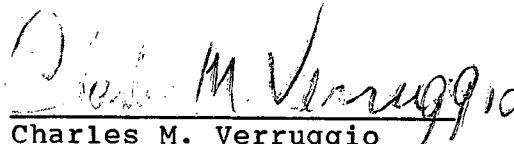
Respectfully submitted



Charles M. Verruggio
868 Treasure Lake
DuBois, PA 15801
(814) 771-4493

VERIFICATION

I, Charles M. Verruggio, Plaintiff, pro se, in this action, Mechanic's Lien Claim, do hereby verify that all of the foregoing facts set forth in this Claim are true and correct to the best of my knowledge, information and belief. Further, I make this verification with knowledge and understanding of the provisions of 18 Pa. C.S.A. §4904 (Unsworn Falsification to Authorities).


Charles M. Verruggio
Plaintiff, pro se

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

CHARLES M. VERRUGGIO

Plaintiff

CIVIL ACTION: MECHANIC'S
LIEN CLAIM FILING

VS

NO:

TREASURE LAKE PROPERTY OWNERS
ASSOCIATION, INC.

and

MATTHEW S. BEGLEY, PCAM
TLPOA GENERAL MANAGER

Defendant

CERTIFICATE OF SERVICE

I, Charles M. Verruggio, plaintiff, pro se, in the above referenced
Mechanic's Lien Claim, do hereby certify that on the 15 day of
October, 2007, I served a copy of the same, by mailing same via
First Class Mail, postage prepaid to the following:

Treasure Lake Property Owners
Association, Inc.

13 Treasure Lake
DuBois, PA 15801

DATED: OCTOBER 15, 2007

Charles M. Verruggio
868 Treasure Lake
DuBois, PA 15801

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

CHARLES M. VERRUGGIO

Plaintiff

vs

TREASURE LAKE PROPERTY OWNERS
ASSOCIATION, INC., [TLPOA]

and

MATTHEW S. BEGLEY PCAM, TLPOA
GENERAL MANAGER

Defendant

TYPE OF CASE: CIVIL ACTION:
EQUITY

CASE NO: 2007-1667-CD

FILED ON BEHALF OF:
PLAINTIFF, Pro Se,
CHARLES M. VERRUGGIO

FILED BY: PLAINTIFF, pro se
CHARLES M. VERRUGGIO
868 TREASURE LAKE
DuBOIS, PA 15801
(814) 771-4493

TYPE OF FILING: CIVIL ACTION:
COMPLAINT-EQUITY;
DEMAND FOR JUDGEMENT UPON
MECHANIC'S LIEN CLAIM FILED
OCTOBER 15, 2007; MECHANIC'S
LIEN LAW 1963, 49 P.S. §1101
et seq.:
COMPLAINT IN ACCORDANCE WITH
PENNSYLVANIA RULES OF CIVIL
PROCEDURE; RULES 1650-1661,
ACTIONS UPON MECHANICS' LIENS

FILED

JAN 09 2008

0/2146/

William A. Shaw
Prothonotary/Clerk of Courts

(GR)

2 CENT TO PLAN

(B)

1-3

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

CHARLES M. VERRUGGIO

Plaintiff

vs

CASE NO: 2007-1667-CD

TREASURE LAKE PROPERTY OWNERS
ASSOCIATION, INC., [TLPOA]

and

MATTHEW S. BEGLEY PCAM, TLPOA
GENERAL MANAGER

Defendant

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
230 Market St.
Clearfield, PA. 16830
Ph# 814-765-2641

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

CHARLES M. VERRUGGIO

Plaintiff

vs

TREASURE LAKE PROPERTY OWNERS
ASSOCIATIO, INC., [TLPOA]

and

MATTHEW S. BEGLEY PCAM, TLPOA
GENERAL MANAGER

Defendant

TYPE OF CASE: CIVIL ACTION:
EQUITY-COMPLAINT, DEMAND FOR
JUDGEMENT

CASE NO: 2007-1667-CD

TYPE OF PLEADING: DEMAND FOR
JUDGEMENT UPON MECHANIC'S
LIEN FILED OCTOBER 15, 2007

COMPLAINT-DEMAND FOR JUDGEMENT

AND NOW comes Plaintiff, CHARLES M. VERRUGGIO, pro se, and files the within stated pleading: Demand for Judgement Upon Mechanic's Lien Claim Filed October 15, 2007, as governed by Mechanic's Lien Law 1963, 49 P.S. §1101 et seq.. Complaint in accordance with Pa.R.C.P., Rules 1650 through 1661, Actions Upon Mechanics' Liens, the facts in support of which are as follows:

1. The Plaintiff, CHARLES M. VERRUGGIO, pro se, is an adult individual, sui juris, who resides at 868 Treasure Lake, DuBois, PA 15801.
2. The Defendant, TREASURE LAKE PROPERTY OWNERS ASSOCIATION, INC., IS AN Association incorporated and conducting business at it's main offices located at: 13 Treasure Lake, DuBois, PA 15801.
3. The Defendant, MATTHEW S. BEGLEY, is an adult individual, employed by TLPOA, as it's General Manager located at: 13 Treasure Lake, DuBois, PA 15801.
4. The matter giving rise to this Complaint is the Breach of both verbal and written contracts/agreements entered into between plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY

PENNSYLVANIA

CHARLES M. VERRUGGIO

Plaintiff

vs

TREASURE LAKE PROPERTY OWNERS
ASSOCIATION, INC
[TLPOA]

and

MATHEW S. BEGLEY PCAM, TLPOA
GENERAL MANAGER

Defendant

CASE NO: 2007-1667-CD

TYPE OF CASE: CIVIL ACTION
EQUITY

TYPE OF FILING: ORIGINAL
SERVICE OF COMPLAINT TO
DEFENDANT IN ACCORDANCE WITH
Pa.R.C.P.: RULES NO: 400,
400(b), & 402 (a)(1) & 402(a)
(2)(iii).

FILED ON BEHALF OF: PLAINTIFF

FILED BY: PLAINTIFF pro se

CHARLES M. VERRUGGIO
868 TREASURE LAKE
DuBOIS, PA 15801
(814) 771-4493

(C)

FILED NO CC
m/10:54/84
JAN 14 2008
William A. Shaw
Prothonotary/Clerk of Courts

1-4

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY

PENNSYLVANIA

CHARLES M. VERRUGGIO

Plaintiff

vs

TREASURE LAKE PROPERTY OWNERS
ASSOCIATION, INC., [TLPOA],

and

MATTHEW S. BEGLEY PCAM, TLPOA
GENERAL MANAGER

Defendant

TYPE OF CASE: CIVIL ACTION
EQUITY

CASE NO: 2007-1667-CD

TYPE OF FILING: ACCEPTANCE OF
SERVICE-AFFIDAVIT

ACCEPTANCE OF SERVICE

AND NOW comes Plaintiff, CHARLES M. VERRUGGIO, pro se, and files the within stated: Acceptance of Service, the facts in support of which are as follows:

1. Pursuant to and in accordance with Pa.R.C.P. Rule Numbers; 400, 400 (b), 402 (a)(1), & 402 (a)(2)(iii); Original Service was made upon the Defendant: Treasure Lake Property Owners Association, Inc., [TLPOA] [MATTHEW S. BEGLEY, GM TLPOA, BY SERVING A COPY OF Plaintiff's Complaint; Case NO: 2007-1667-CD, Civil Action-Equity, which said Complaint was filed in the Prothonotary's Office, Clearfield County Courthouse, January 9, 2008, upon the Defendant in accordance with Pa.R.C.P. 402.(a)(2)(iii), personally by the Plaintiff, Charles M. Verruggio, pro se in accordance with Pa.R.C.P. Rule 400(b).
2. Defendant was served Original Service of Complaint, personally by the Plaintiff on January 11, 2008, at 11:20 AM o'clock at the following address: Treasure Lake Property Owners Association Inc., 13 Treasure Lake, DuBois, PA 15801. The Complaint was a true and attested copy

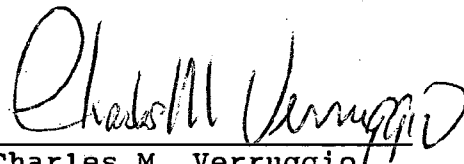
of the Original Complaint filed on January 9, 2008.

3. Service of the Complaint: Case NO: 2007-1667-CD was completed in compliance with the Pa.R.C.P.

VERIFICATION

I, CHARLES M. VERRUGGIO, Plaintiff, pro se, in this Civil Action-Equity, do hereby verify that all the foregoing facts set forth in this: Affidavit-Acceptance of Service are true and correct to the best of my knowledge, information and belief. Further, I make this verification with knowledge and understanding of the provisions of 18 Pa. C.S.A. §4904 (Unsworn Falsification to Authorities).

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Charles M. Verruggio". The signature is written in dark ink and is positioned above the printed name and title.

Charles M. Verruggio
Plaintiff, pro se

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

CHARLES M. VERRUGGIO

Plaintiff

CASE NO: 2007-1667-CD

vs

TREASURE LAKE PROPERTY OWNERS ASSN., INC.

and

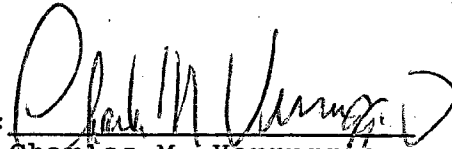
MATTHEW BEGLEY, PCAM, TLPOA GM

CERTIFICATE OF SERVICE

I hereby certify that I am this day serving a copy of the fore-
going instrument: Affidavit-Acceptance of Service, upon the person
and in the manner indicated below, which service satisfies the
requirements of the Pa.R.C.P. by depositing the same in the U.S.
Mail with First Class Postage prepaid as follows:

Treasure Lake Property Owners Assn.
13 Treasure Lake
DuBois, PA 15801

BY:


Charles M. Verruggio
Plaintiff, pro se

DATE: 01-11-08

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

CHARLES M. VERRUGGIO

Plaintiff

vs

TREASURE LAKE PROPERTY OWNERS
ASSOCIATION, INC., [TLPOA]

and

MATTHEW S. BEGLEY PCAM, TLPOA
GENERAL MANAGER

Defendant

TYPE OF CASE: CIVIL ACTION
COMPLAINT-EQUITY

CASE NO: 2007-CD-1667

TYPE OF FILING: PRELIMINARY
NOTICE: INTENTION TO FILE
PRAECIPE TO ENTER JUDGEMENT

FILED ON BEHALF OF: PLAINTIFF

FILED BY: PLAINTIFF, pro se
CHARLES M. VERRUGGIO
868 TREASURE LAKE
DUBOIS, PA 15801
(814) 771-1695

D

FILED ^{NO} CC
m/19m/Box
FEB 11 2008 (GK)

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

CHARLES M. VERRUGGIO

Plaintiff

vs

TREASURE LAKE PROPERTY OWNERS
ASSOCIATION, INC., [TLPOA]

and

MATTHEW S. BEGLEY PCAM, TLPOA
G.M.

Defendant

CASE NO: 2007-CD-1667

FILING: PRELIMINARY NOTICE
OF INTENTION TO FILE JUDGEMENT
IN ACCORDANCE WITH Pa.R.C.P.
237.5

PRELIMINARY NOTICE OF INTENTION TO FILE JUDGEMENT IN

[Pa.R.C.P. 237.5]

AND NOW comes the Plaintiff, CHARLES M. VERRUGGIO, pro se, and files the within stated Pleading: Preliminary Notice of Intention to File Judgement, against the Defendant: TREASURE LAKE PROPERTY OWNERS ASSOCIATION, INC., [TLPOA] and MATTHEW S. BEGLEY, TLPOA G.M., the facts in support of which are as follows:

1. On October 15, 2007 plaintiff filed a Mechanic's Lien Claim in accordance with and pursuant to Pa.R.C.P.
2. On January 9, 2008 plaintiff filed: Demand for Judgement upon Mechanic's Lien Claim filed on October 15, 2007, Complaint-Equity.
3. On January 11, 2008 plaintiff filed: Original Service of Complaint: Affidavit-Acceptance of Service.
4. On January 11, 2008 plaintiff personally served upon defendant,

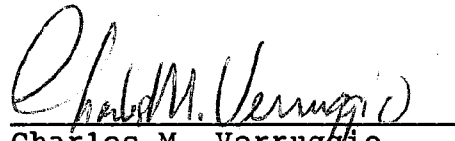
Matthew S. Begley, a **certified** and attested copy of the Original filing, Demand for Judgement, by handing said copy directly to the defendant, Matthew Begley on January 11, 2008, at Eleven Twenty A.M. {11:20 a.m.) at the TLPOA Offices located at 13 Treasure Lake, DuBois, PA 15801, which copy Matthew Begley, accepted.

5. The Defendant; Treasure Lake Property Owners Association, Inc. and Matthew S. Begley are hereby Notified that it is the intention of the plaintiff, Charles M. Verruggio, to file:

PRAECIPE TO ENTER DEFAULT JUDGEMENT: against the defendant TEN (10) days after service of the enclosed:

Preliminary Notice of Intention to Enter Judgement: [Pa.R.C.P. 237.5].

FILED BY:


Charles M. Verruggio
868 Treasure Lake
DuBois, PA 15801
{814} 771-1695

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

CHARLES M. VERRUGGIO

Plaintiff

VS

CASE NO: 2007-CD-1667

TREASURE LAKE PROPERTY OWNERS
ASSOCIATION, INC., [TLPOA]

and

MATTHEW S. BEGLEY, PCAM, TLPOA
GENERAL MANAGER

CERTIFICATE OF SERVICE

I hereby certify that I am this day serving a copy of the foregoing instrument: Preliminary Notice of Intention to File Praecipe to Enter Judgement, upon the person and in the manner indicated below which service satisfies the requirements of the Pa.R.C.P. by depositing the same in the U.S. Mail with First Class Postage prepaid as follows:

Treasure Lake Property Owners Assn.
13 Treasure Lake
DuBois, PA 15801, &

Matthew Begley
13 Treasure Lake
DuBois, PA 15801

BY:



Charles M. Verruggio
868 Treasure Lake
DuBois, PA 15801

Date: February 8, 2008

*** FAX TX REPORT ***

TRANSMISSION OK

JOB NO. 0991
DESTINATION ADDRESS 7651703
PSWD/SUBADDRESS
DESTINATION ID
ST. TIME 02/25 10:59
USAGE T 00' 30
PGS. 1
RESULT OK

Date: 2/25/2008

Clearfield County Court of Common Pleas

User: BILLSHAW

Time: 09:49 AM

ROA Report

Page 1 of 1

Case: 2007-01667-CD

Current Judge: No Judge

Charles M. Verruggio vs. Treasure Lake Property Owners Association, Inc., Matthew S. Begley

Mechanical Lien Claim

Date		Judge
10/15/2007	New Case Filed.	No Judge
	Filing: Mechanic's Lien Claim, Lot 687, Section 19, Cayman Landing Sub-Division, Treasure Lake, Paid by: Verruggio, Charles M. (plaintiff)	No Judge
	Receipt number: 1921054 Dated: 10/15/2007 Amount: \$85.00 (Check) 2 Cert. to Plaintiff.	
1/9/2008	Complaint - Equity, Demand For Judgment, filed by s/ Charles M. Verruggio, Plaintiff pro se. 2CC to PLFF	No Judge
1/15/2008	Original Service of Complaint to Defendant in Accordance with Pa.R.C.P. Rules No: 400, 400 (b) & 402 (a) (1) & 402 (a) (2) (iii), filed. Personally served the Complaint on January 11, 2008 to Defendant, filed by s/ Charles M. Verruggio-plff, No CC.	No Judge
2/11/2008	Preliminary Notice of Intention to File Judgment, filed by s/ Charles M. Verruggio, Plaintiff, pro se. No CC	No Judge

*** FAX TX REPORT ***

TRANSMISSION OK

JOB NO.	0990
DESTINATION ADDRESS	7651703
PSWD/SUBADDRESS	
DESTINATION ID	
ST. TIME	02/25 10:52
USAGE T	06' 15
PGS.	18
RESULT	OK

FILED

OCT 15 2007

0/10:30/15
William A. Shaw
Honorary Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY

PENNSYLVANIA

2 CENTS TO
PLFF.

CHARLES M. VERRUGGIO

Plaintiff

vs

TREASURE LAKE PROPERTY OWNERS
ASSOCIATION, INC.

and,

MATTHEW S. BEGLEY PCAM
TLPOA GENERAL MANAGER

Defendant

TYPE OF FILING: MECHANIC'S
LIEN CLAIM: Pa.R.C.P. 1650-
1661 & MECHANIC'S LIEN LAW
1963, 49 P.S. 49, §1101
et seq.

FILING NO: 2007-1667-CY

FILED ON BEHALF OF:
PLAINTIFF

FILED BY: PLAINTIFF, pro se
CHARLES M. VERRUGGIO
868 TREASURE LAKE
DuBOIS, PA 15801
(814) 771-4493

*** FAX TX REPORT ***

TRANSMISSION OK

JOB NO.	1000
DESTINATION ADDRESS	7651703
PSWD/SUBADDRESS	
DESTINATION ID	
ST. TIME	02/26 21:49
USAGE T	03' 49
PGS.	12
RESULT	OK

Charles M. Verruglio
868 Treasure Lake
Dubois, PA 15801

PLEASE GOVERN YOURSELF ACCORDINGLY:

Enclosed herewith please find a copy of plaintiff's filing:
Praecepte to Enter Judgement, the Original of which was filed today.
Any concerns may be addressed to me at my Treasure Lake address.

TLPOA,

IN THE COURT
OF COMMON PLEAS
OF CLEARFIELD COUNTY,
PENNSYLVANIA
CIVIL DIVISION
NO. 2007-1667-CD
CHARLES M. VERRUGGIO,
Plaintiff

vs.
TREASURE LAKE
PROPERTY OWNERS
ASSOCIATION, INC. and
MATTHEWS S. BEGLEY,
Defendants

LEGAL NOTICE
TO: CHARLES M. VERRUGGIO
(Former address: 868 Treasure
Lake, DuBois, PA 15801)

You are hereby notified that the
Defendants/Petitioners listed
above filed a Petition to Strike
and/or Open Judgment with at-
tached Rule Returnable
("Petition") previously secured by
the Plaintiff in this action.

A hearing was originally sched-
uled to occur on December 18,
2008 relative to that Petition. The
Sheriff was unable to serve the Peti-
tion; and a Motion for Rescheduling
was filed with the Court ordering a
rescheduled date of February 25,
2009.

Unfortunately, the Plaintiff's
whereabouts still have not been
discovered and service has not
been completed relative to the
aforesaid Petition.

Take Notice that the
Defendants/Petitioners have re-
quested in their Motion for Resche-
duling of the Rule Returnable on the
Petition which is on file in the office
of the Prothonotary of the Court of
Common Pleas of Clearfield County
as aforesaid; that the Court decree
that service by publication be au-
thorized pursuant to Special Order
of Court setting June 19, 2009 at
9:00 o'clock A.M. in Courtroom 1
for the Rescheduled Rule Return-
able hearing on
Petitioner's/Defendant's Petition
to Strike and/or Open Judgment as
aforesaid.

NOTICE

If you wish to defend, you must
enter a written appearance person-
ally or by attorney and file your de-
fenses or objections in writing with
the Court. You are warned that if
you fail to do so, the case may pro-
ceed without you and a judgment
may be entered against you without
further notice for the relief re-
quested by the Defendants/Peti-
tioners. You may lose money or
property or other rights important to
you.

YOU SHOULD TAKE THIS PA-
PER 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 HIR-
ING 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 LE-
GAL 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

5:8-1d-b

PROOF OF PUBLICATION

STATE OF PENNSYLVANIA :
COUNTY OF CLEARFIELD : SS:

On this 12th day of May, A.D. 20 09,
before me, the subscriber, a Notary Public in and for said County and
State, personally appeared Margaret E. Krebs, who being duly sworn
according to law, deposes and says that she is the President of The
Progressive Publishing Company, Inc., and Associate Publisher of The
Progress, a daily newspaper published at Clearfield, in the County of
Clearfield and State of Pennsylvania, and established April 5, 1913, and
that the annexed is a true copy of a notice or advertisement published in
said publication in

the regular issues of May 8, 2009

And that the affiant is not interested in the subject matter of the notice or
advertising, and that all of the allegations of this statement as to the time,
place, and character of publication are true.

Margaret E. Krebs

Sworn and subscribed to before me the day and year aforesaid.

Cheryl J. Robison
Notary Public Clearfield, Pa.

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Cheryl J. Robison, Notary Public
Clearfield Boro, Clearfield County
My Commission Expires Oct. 31, 2011

Member, Pennsylvania Association of Notaries

2001 YELLOWSTONE
motor home, 31', 10,300
miles. Ford V-10 engine.
Extras, including Fal-
con tow bar. \$25,000, ne-
gotiable. Clearfield
765-1977.

In Memoriam

FUNDACK: In Loving
Memory of John Fun-
dack who passed away
14 years ago today. It's
been 14 years and 14
thousand tears. We miss
you now, as we missed
you then. Sadly Missed
by Wife and Family.



**PROOF OF PUBLICATION OF NOTICE APPEARING IN THE
COURIER EXPRESS/TRI-COUNTY SUNDAY/JEFFERSONIAN DEMOCRAT
PUBLISHED BY McLEAN PUBLISHING COMPANY,
DUBOIS PENNSYLVANIA**

Under act 587, Approved May 16, 1929, P.L. 1784

**STATE OF PENNSYLVANIA
COUNTY OF CLEARFIELD**

SS:

Linda Smith, Advertising Director or Dory Ferra, Classified Advertising Supervisor of the **Courier-Express/Tri-County Sunday/Jeffersonian Democrat** of the County and State aforesaid, being duly sworn, deposes and says that the **Courier Express**, a daily newspaper, the **Tri-County Sunday**, a weekly newspaper and **Jeffersonian Democrat**, a weekly newspaper published by McLean Publishing Company at 500 Jeffers Street, City of DuBois, County and State aforesaid, which was established in the year 1879, since which date said, the daily publication and the weekly publications, has been regularly issued in said County, and that a copy of the printed notice of publication is attached hereto exactly as the same was printed and published in the regular editions of the paper on the following dates, viz: the

13th day of May A.D., 2009

Affidavit further deposes that he is an officer duly authorized by the **Courier-Express**, a daily newspaper, **Tri-County Sunday**, a weekly newspaper, and/or **Jeffersonian Democrat**, a weekly newspaper to verify the foregoing statement under oath and also declared that affiant is not interested in the subject matter of the aforesaid notice of publication, and that all allegations in the foregoing statement as to time, place and character of publication are true.

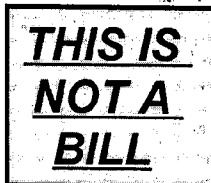
**McLEAN PUBLISHING COMPANY Publisher of
COURIER-EXPRESS/TRI-COUNTY SUNDAY/JEFFERSONIAN DEMOCRAT**

By *Linda Smith*

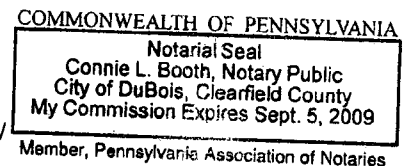
Sworn and subscribed to before me this 18th day of May, 2009

Connie L. Booth

NOTARY PUBLIC



Statement of Advertising Cost
McLEAN PUBLISHING COMPANY
Publisher of
**COURIER-EXPRESS/TRI-COUNTY SUNDAY/
JEFFERSONIAN DEMOCRAT**
DuBois, PA



TO Law Offices of Michael Yeager

For publishing the notice or advertisement attached hereto on the above stated dates.....	<u>\$295.20</u>
Probating same.....	<u>\$7.50</u>
Total.....	<u>\$302.70</u>

Publisher's Receipt for Advertising Costs

The **Courier-Express**, a daily newspaper, **Tri-County Sunday**, a weekly newspaper, and/or **Jeffersonian Democrat**, a weekly newspaper, hereby acknowledges receipt of the aforesaid advertising and publication costs, and certifies that the same have been fully paid.

Office: Jeffers Street and Beaver Drive, DuBois, PA 15801
Established 1879, Phone 814-371-4200
McLEAN PUBLISHING COMPANY
Publisher of

COURIER-EXPRESS/TRI-COUNTY SUNDAY/JEFFERSONIAN DEMOCRAT

By _____

I hereby certify that the foregoing is the original Proof of Publication and receipt for the Advertising costs in the subject matter of said notice.

ATTORNEY FOR