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*Attorneys for Plaintiff*

<b>VILLAS AT PACKER PARK CONDOMINIUM ASSOCIATION</b> 7 North Columbus Blvd. Suite 250 Philadelphia, PA 19106 Plaintiff,	<b>PHILADELPHIA COUNTY COURT OF COMMON PLEAS</b>
v. <b>BRENT S. CELEK AND SUSIE CELEK</b> 2150 Verona Drive Philadelphia, PA 19145-5702 Defendants.	<b>February Term, 2011</b>  <b>No.</b>  <b>Civil Action</b>

**COMPLAINT**

Villas at Packer Park Condominium Association by and through its undersigned counsel hereby files this complaint against Brent S. Celek as follows:

1. Plaintiff, Villas at Packer Park Condominium Association (“the Association”) is a Pennsylvania non-profit corporation with a place of business located at 7 North Columbus Boulevard, Suite 250, Philadelphia, PA 19106. The Association is a condominium association established pursuant to 68 P.S. 3301, *et. seq.*, the Pennsylvania Uniform Condominium Act (“PUCA”). The Association’s membership consists exclusively of all unit owners in a condominium known as the Villas at Packer Park (the “Condominium”).

2. Defendants, Brent S. Celek and Susie Celek, (“Defendants”) are husband and wife and are owners of real property within the Condominium having an address of 2150 Verona Drive, Philadelphia, PA 19145-5702 (the “Unit”).

3. The Unit is a "unit" as defined by PUCA and Defendants are "unit owners" as defined by PUCA.

4. The Condominium was created and is governed by a Declaration of Condominium filed with the Philadelphia Recorder of Deeds office on or about September 13, 2005 (the "Condominium"). A copy of the Declaration is attached at Exhibit "A."

5. On or about September 18, 2007, Defendant Brent Celek acquired the Unit by deed, which was recorded in the Philadelphia Recorder of Deeds Office.

6. Upon information and belief, Defendant Brent Celek's deed for the Unit incorporates the Declaration.

7. Article XVI, Section 16.01m of the Declaration contains certain use restriction on the Unit and states:

**"Use Restrictions.** Each Unit in the Condominium (other than those owned by the Declarant is subject to the provisions of this Article. . .

. . .

m. Domestic animals, including, but not limited to, cats, birds and fish, may be kept by a Unit Owner as household pets in his Unit, provided that such animals: (i) are not kept for any commercial purposes; (ii) are kept in strict accordance with any Rules and Regulations relating to household pets from time to time adopted or approved by the Executive Board; and (iii) do not, in the judgment of the Executive Board, constitute a nuisance to others. Notwithstanding the foregoing, no more than two domestic pets shall be permitted to be kept in a Unit. **Notwithstanding the foregoing, no dogs, except dogs necessary to assist disabled individuals, shall be permitted in the Condominium.**

8. Defendants own and maintain a dog named "Brusier" in the Unit and the Condominium.

9. Defendant Brent Celek is a world class athlete and plays professional football for the Philadelphia Eagles.

10. Defendant Susie Celek is an active competitive kickboxer.
11. Defendants do not receive disability insurance or supplemental security income for the aged, blind or disabled under the Social Security Act.
12. Defendants do not receive a rent or property rebate under the Senior Citizens Rebate Assistance Act.
13. Defendants do not maintain a disability certificate issued by the United States Veteran's Administration or has a special registration plate under 75 Pa.C.S. § 1338.
14. Neither defendant is blind; hearing impaired; confined to a wheel chair; or in incapable of fetching dropped items.
15. Neither defendant maintains a physical or mental impairment that substantially limits one or more major life activities.
16. On repeated occasions, the Association has notified Defendants of the violation of the Declaration's prohibitions on the ownership of dogs within Unit and the Condominium and has demanded that Defendants remove the dog from the Unit and the Condominium.
17. However, Defendants have refused to remove the dog from the Unit and the Condominium.
18. Defendants' dog has caused repeated damage to the common areas of the Condominium.
19. Defendants are violating the use restriction in the Declaration.

**COUNT I**  
**Injunctive Relief**

20. The Association incorporates by reference paragraphs 1 through 21.
21. If Defendants are permitted to maintain the dog on the premises, the Association will suffer the irreparable harm, including, but not limited to:

- a. Having the health, welfare, and safety of the other unit owners in the Condominium endangered;
  - b. Having the Use Restrictions in the Declaration being denied waived;
  - c. Having continued property damage caused by the dog continue.
22. The Association lacks an adequate remedy at law.

WHEREFORE, Plaintiff, Villas at Packer Park Condominium Association, respectfully requests that this Court enter an Order:

- a. Requiring Defendants to remove the dog from the Unit and the Condominium;
- b. Granting judgment to Villas in an amount equal to its damages, presently believed to be in excess of \$10,000; and
- c. Granting such other relief as is necessary and appropriate.

**COUNT II**  
**Foreclosure for Lien for Assessment**

23. The Association incorporates by reference paragraphs 1 through 22.
24. The Declaration permits the Association to impose fines for violations of the Condominium's governing documents.
25. Defendants have violated the condominium governing documents specifically the Declaration's prohibition against maintaining dogs in the Unit.
26. The Association has assessed fines, fees, and charges against the Unit for Defendants' failure to remove the dog.
27. Defendants have not paid the fines imposed.
28. Section 3315(a) of the PUCA, creates a lien in favor of the Association against the Unit for the fines imposed.

29. Section 3315(a) of the PUCA permits the Association to initiate a foreclosure action, in same manner as a mortgage on real estate, against the Unit to collect the unpaid fines.

30. Pursuant to PUCA and the Declaration, the Association are entitled to an award of attorneys fees and reasonable costs associated with bringing this action.

31. Because Defendants have failed to pay the fines levied, the Association is entitled to a judicial sale of the Unit to satisfy the unpaid fines.

WHEREFORE, Plaintiff, Villas at Packer Park Condominium Association, demands judgment in its favor and against Defendants, Brent and Susie Celek, ordering a judicial sale of the Unit to satisfy unpaid fines, fees, attorneys fees, and costs and any other relief that is proper and just.

**SIGMAN & ROCHLIN, LLC**

Date: February 15, 2011

By: /s/ Walter S. Zimolong, Esquire  
Walter S. Zimolong, Esquire  
Attorney for Plaintiff  
Villas at Packer Park Condominium  
Association