
CODE OF REGULATIONS
OF
TRIMBLE RUN CONDOMINIUM ASSOCIATION, INC.

This amended Code of Regulations supersedes the original Code of Regulations of Trimble Run Condominium Association, dated 07/29/80, as amended and governs the administration of Trimble Run Condominium Association.

ARTICLE I
GENERAL PROVISIONS

SECTION 1 – Identification of the Property. Certain property situated on

Bridgewater Road, Brookhaven Borough, Delaware County, Pennsylvania, has been submitted to the provisions of the Pennsylvania Unit Property Act, Act of July 03, 1963, P.L. 196, (hereinafter superseded by The Uniform Condominium Act, 68 Pa.C.S. §3101 et. seq.) by the recording in the Office of the Recorder of Deeds of Delaware County, contemporaneously with the like recording hereof, of the Declaration of Condominium, in which reference is made to this Code of Regulations, and of the Declaration Plan referred to therein.

SECTION 2 – Definitions. Terms used in one or more of this Declaration, the Declaration Plan and the Code of Regulations, which are not expressly defined herein or therein, but which are expressly defined in the Act shall have the

meaning given to them in the Act.

1. The following terms shall herein have the meanings respectively ascribed thereto in the Declaration of Condominium: The Act, the Association, the Building, the Common Elements, the Limited Common Elements, the Council, the Land, the Property, the Proportionate Interests, the Units and the Unit Owners. The term “Common Expenses” when used herein and in the Declaration of Condominium means the expenses of administration, maintenance, repair and replacement of Common Elements and the expenses of the Council in managing the business, operation and affairs of the Association (as defined in the Declaration of Condominium and in Section 5 of this Article I) and in otherwise exercising its powers and duties hereunder and under

the Act and the Declaration of Condominium, and all expenses agreed upon as common by the Association or declared common by the Act, the Declaration of Condominium or this Code of Regulations; the term Common Expenses includes, by way of illustration, but is not limited to the following:

A- The costs of the operation of the Property and of the cost of the maintenance, repairs, additions, alteration improvements and replacements called for by the Council and repairs and restoration in excess of applicable insurance proceeds and amounts necessary to discharge any mechanical liens arising as a result thereof;

B- Compensation of Employees and Agents of the Association, including,

without limitation, Council and independent accountants.

C- The premiums on all policies of insurance and fidelity bonds obtained by the Council;

D- The liabilities of the Association under contracts or resulting from or out of the settlement of litigation, and the liabilities of all Unit Owners described as Common Expenses;

E- Such amounts as the Council deems proper for working capital, general operating reserves, and reserves for replacements and contingencies, and to make up any uncollectible delinquencies, in the payment of assessments for Common Expenses;

F- Amounts expended by the Council to purchase, hold, repair, or restore, sell, convey, mortgage (including interest payable under any mortgage), lease or otherwise deal in Units acquired and held and to pay the assessments for Common Expenses and real estate taxes, municipal claims and charges assessed against the Unit and any other charges and expenses thereof while the Council is in title thereto;

G- The cost of electricity, water and sewer charges and other municipal charges and utilities which are not separately metered to or assessed against individual Units;

H- Uncollectible assessments for Common Expenses; and the costs of suit which are Common Expenses under Section 5 of Article V;

2- The term “Common Profits” when used herein and in the Declaration of Condominium means the common profits of the Property and the Association, net of the expenses attributable thereto, such as, any net profit on the leasing or resale of a Unit acquired by the Council and from any leasing of any portion of the Common Elements.

ARTICLE II
THE ASSOCIATION

SECTION 1 – Membership. The Trimble Run Condominium Association (hereinafter called the “Association”) shall be a non-profit corporation consisting of the Unit Owners of the Property. A person shall automatically become a member of the Association at the time he acquires title to his Unit and he shall continue to be

a member so long as he continues to hold title to his Unit. A Unit Owner shall note be permitted to resign from membership in the Association prior to the time at which he transfers title to his Unit to another. No membership may be transferred in any way except as an appurtenance to the transfer of title to the Unit to which that membership pertains. Transfer of membership shall be automatic upon transfer of title, but the Association may treat the prior Unit Owner as the member for all purposes until satisfactory evidence of the recording of the instrument transferring title shall have been presented to the Secretary of the Council. The Delaware County Recorder of Deeds shall be determinative of all disputes concerning the state of the title to any Unit or Units.

SECTION 2 – Annual Meetings of the Association. The first annual meeting of the Association shall be called by the President promptly following the date on which control of the operation of the Property is turned over to the Association as set forth in Section 1 hereof. The Secretary shall thereupon give thirty days written notice thereof to all Unit Owners, and such meeting shall be held on the date specified in such notice. Thereafter annual meetings shall be called by the President and held on the third Tuesday in October at 7:30 p.m. At each annual meeting the Unit Owners shall elect the members of the Council and may transact such business as may properly come before the meeting.

SECTION 3 – Special Meetings of the Association. The President shall promptly call special meetings of the

Association when so directed by a Resolution of the Council or by a petition signed by Unit Owners having Proportionate Interests aggregating twenty five percent or more, specifying in each case the purpose thereof. No business shall be transacted at the meeting other than as specified in the notice thereof.

SECTION 4 – Notice of Meetings of the Association. Notice of meetings of the Association shall be in writing. Notice of the meetings, other than the annual meeting, shall indicate and state that it is being issued by or at the direction of the person or persons calling the meeting. Such notice shall be mailed or delivered not less than three nor more than twenty days before the date of the meeting. Notice of all meetings at which disposition is to be made of assets, or granting or

rights or easements in the Property must also be given to the holders of the Permitted Mortgages on the Units.

SECTION 5 – Place of Meeting. Meetings of the Association shall be held at the Property or such other suitable place convenient to the Unit Owners as may be specified by the Secretary in the notice thereof.

SECTION 6 – Voting. Each Unit Owner shall be entitled to the same number of votes as the percentage of ownership in the Common Elements assigned to his Unit in the Declaration of Condominium, and any amendments thereto. Each vote shall be cast by the Unit Owner or by his duly authorized proxy. All such proxies shall be in writing and shall be delivered to the Secretary at least one day before the

meeting for which the proxy has been given and shall be revocable at any time by written notice to the Secretary. No proxy shall endure for more than one meeting and any postponements thereof, unless the proxy shall state some longer period of duration, which in any event shall not exceed eleven months. The persons or entities entitled to exercise the voting rights appurtenant to a Unit shall be those shown at the time of reference on a voting list shall be closed for each meeting at 12:00 noon on the business day preceding the meeting date. In case of multiple owners of a unit, if only one of the multiple owners is present at a meeting of the Association, that person is entitled to cast all the votes allocated to that unit. If more than one of the multiple owners are present, the votes allocated to that unit may be cast only in accordance with their

unanimous agreement. If they are not able to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting. The voting list shall be kept at the Property and may be inspected during regular business hours by any Unit Owner, and it shall be produced and kept open to like inspection throughout each meeting of the Association.

SECTION 7 – Majority of Unit Owners. The phrase “Majority of Unit Owners” as used herein means those persons or entities having at the time of reference the right under Section 6 of this Article to cast in excess of fifty percent of the votes appurtenant to all Units.

SECTION 8 – Quorum. The presence at a meeting in person or by proxy of persons

or entities having the right under Section 6 of this Article to cast no less than fifty percent of the votes appurtenant to all Units shall constitute a quorum. The act of a majority of such persons or entities present at a meeting at which a quorum is present shall be the acts of and binding upon all the Unit Owners for all purposes except where under the Act, the Declaration of Condominium or this Code of Regulations a higher percentage is required. If less than a quorum is present at any meeting, a majority of those Unit Owners present may reschedule the meeting for a later date. The Secretary shall give fifteen days notice of the rescheduled meeting. A quorum at such second-meeting shall exist if there is present, in person or by proxy, thirty five percent of the votes appurtenant to all Units.

SECTION 14 – Effect of Presence at Meetings of the Association. Any member of the Association present at any meeting thereof shall be deemed to have assented to any action taken unless his dissent is entered on the minutes thereof or unless he shall file his written dissent with the Secretary at or immediately following the adjournment thereof, provided that no member may so dissent from any action for which he voted at the meeting.

SECTION 15 – Absentee Meeting. The Association may conduct an Absentee Meeting by absentee vote in place of an actual meeting as Council deems necessary. In the event of an Absentee Meeting, Council shall send out notice of the meeting along with the resolution(s)

under consideration to all Unit Holders by either Personal Service or Certified Mail, Return Receipt Requested. Each notice shall contain a return slip indicating that Unit Owner's vote on each Resolution. The return of fifty percent of the votes appurtenant to all Units shall constitute a quorum. Any resolution (except that of termination or as otherwise expressly stated in this Code) receiving a yes vote by over fifty percent of the votes appurtenant to all Units shall be deemed approved and passed as if said resolution had been presented, approved and passed at an Annual or Special Meeting of the Shareholders with the required Quorum and Notice.

ARTICLE III
THE COUNCIL

SECTION 1 – Number and Qualifications. The business, operation and affairs of the Property and of the Association shall be managed on behalf of the Association by a board of five natural individuals who are residents of Pennsylvania, who have reached the age of majority, and who may but need not be Unit Owners. Council Members may not be employees of the Association during their term of office. Further, at the time of nomination, Unit Owner candidates must have their accounts current with the Association. This section is in compliance with subject to the Act, the Declaration of Condominium and the Code of Regulations. Such board is herein and in the Declaration of Condominium called the "Council".

**SECTION 2 – Powers and Duties of the

Council.** The Council shall have the power and may exercise all of the powers granted to it under the Declaration of Condominium, this Code of Regulations and the Act. Council shall have the power and duty to (I) provide the services enumerated in Article VI, Section 1 (3) and (4) and other municipal type services to Units and Common Elements, inasmuch as to state or local government unit bears any responsibility for providing these services and (II) manage the business, operation and affairs of the Property on behalf of the Unit Owners. Council shall have all powers necessary and proper to effect said duty to provide such services, assessments, collection and management including, by way of illustration, but not limited to, the following:

(A) To make, levy, and assess charges for

common expenses against the Unit Owners and to use the same in the exercise of its powers and duties.

(B) To maintain, repair, replace and operate the Property and in case of casualty to reconstruct and reestablish the Property and to make improvements therein.

(C) To contract for the management of the Property; to enforce by legal means all of the provisions of the Declaration of Condominium, this Code of Regulations, the Rules, the resolutions and decisions rendered pursuant to the Code of Regulations.

(D) To prevent loss or damage to the Property by paying taxes, assessments or water and sewer rents or other liens against any part of the Common Elements

and to assess the same against the Unit Or Units subject to such liens.

(E) To make or amend rules and regulations respecting the use and operation of the Property but not inconsistent with the Declaration of Condominium, the Act or this Code of Regulations.

(F) To pay the cost of all power, water, sewer or other utility services rendered to the Property which are not separately billed to the Unit Owners.

(G) To enforce the provisions of all documents relating to the Property by legal action if necessary and to employ legal, accounting, maintenance, or other personnel for reasonable compensation to perform the service required for the proper

administration of the Property.

(H) To purchase either at foreclosure sale or from a defaulting Unit Owner in lieu thereof and to hold, mortgage, or lease any Unit.

(I) To take possession of any abandoned Unit to prevent damage to the other Units or to the Common Elements.

(J) To hire and discharge persons employed for the operation of the Property on such terms and conditions as the Council on its sole discretion may deem advisable.

(K) To enter into and to perform under contracts, deeds, lease and other written instruments or documents on behalf of the Association and to authorize the execution

and delivery thereof by its officers or assistant officers.

(L) To open bank accounts on behalf of the Association and to designate the signatures therefore.

(M) To purchase, hold, sell, convey, mortgage or lease any one or more Units.

(N) In addition to the powers expressly granted herein, and to the extent not otherwise provided for in the Declaration, or in this Code of Regulations, the Association shall also have the powers set forth in The Uniform Condominium Act, 68 Pa.C.S. §3101 et. seq., which powers shall be exercised by Council.

SECTION 3 – Nominations.
Nominations for the election to Council, to

be held at the annual meeting of Unit Owners or at a special meeting called for that purpose, shall be by an Election Committee appointed by the President. The committee shall solicit nominations in writing from all of the Unit Owners on forms to be provided by the Committee at least fifteen days prior to the time set for the elections. All nominees must be nominated by no less than two Unit Owners. All nominations should be received by the Election Committee ten days prior to the time set for the election. The Committee compiles a list of nominees and forwards the list to the Secretary who shall mail the list to the Unit Owners, no less than ten days prior to the annual meeting or special election meeting. Nominations may also be accepted at the annual meeting or at a special election meeting.

SECTION 4 – Election. Each Unit Owner shall vote for no more than the number to be elected (non-cumulative basis) in accordance with the procedures set forth in Article II Section 6.

SECTION 5 – Terms of Office. The terms of office for Council members shall be two years, except in the case of a person filling a vacancy (see Article III Section 8). The Council members shall hold office until their successors have been elected and hold their organizational meeting.

SECTION 6 – Successive Terms. Council members may serve an unlimited number of successive terms.

**SECTION 7 – Removal of Members of

Council.** A member of the Council may be removed for cause by vote or action taken by the Council or by the Association at a special meeting called for that purpose.

SECTION 8 – Vacancies. Vacancies in the Council may be filled for the remainder of the unexpired term, by a vote of a majority of the remaining members of the Council. Said vacancy shall be filled promptly after the occurrence of the vacancy.

SECTION 9 – Organization Meeting of the Council. An organizational meeting of each newly elected Council shall be called by the President of the previous Council and held within ten business days following each annual meeting, at such time and place as the President of the

previous Council shall determine, for the purposes of organization, annual election of Officers of the Association, and for any other purpose which may be required or permitted by law. The Secretary of the previous Council shall give each member of the newly elected Council at least five days prior written notice of said organizational meeting.

SECTION 10 – Regular meeting of the Council. Regular meetings of the Council may be held at such time and place as shall be determined, from time to time, by a majority of the Council Members, but at least quarterly.

SECTION 11 – Special meetings of the Council. Special meetings of the Council may be called by the President or by two or more members of the Council, and held on

notice, mailed or delivered for transmission not later than five days prior to the meeting date, specifying the time, place and purposes of the meeting. No business may be transacted at a special meeting other than as specified in the notice there or unless all members attend or waive notice.

SECTION 12 – Place of Meetings. Meetings of the Council shall be held at the Property or at such other place as the Council may specify.

SECTION 13 – Waiver of Notice. Any notice of any meeting to the Council may be waived by any member thereof in writing prior to, at, or subsequent to the meeting and attendance at the meeting shall constitute a waiver of notice thereof.

SECTION 14 – Effect of Presence at Meetings of the Council. Any member of the Council present at any meeting thereof shall be deemed to have assented to any action taken unless his dissent is entered on the minutes thereof or unless he shall file his written dissent with the Secretary at or immediately following the adjournment thereof, provided that no member may so dissent from any action for which he voted at the meeting.

SECTION 15 – Quorum of Council. A majority of the members in Office shall constitute a quorum at any meeting of the Council, and the acts of a majority of the members at a meeting at which a quorum is present shall be the acts of the Council.

SECTION 16 – No Compensation of Members of the Council. No member of

the Council shall be compensated for acting as such.

SECTION 17 – Personal Property Located in the Common Elements. Title to any personal property from time to time held for the joint use and enjoyment of all the Unit Owners, whether situate in the Common Elements or elsewhere, shall be vested in all the Unit Owners in accordance with their respective Proportionate Interests and the Council shall have the power and duty on their behalf to purchase or otherwise acquire, hold, and replace the same, as the Council shall so determine.

ARTICLE IV
OFFICERS OF THE ASSOCIATION

**SECTION 1 – The Principle Officers of

the Association shall include a President, Vice President, Treasurer and Secretary. The Council may decide from time to time to have additional officers. No two or more offices of President, Vice President, Treasurer, or Secretary shall be filled at the same time by the same person. The President and Vice President shall be members of the Council; the other officers and assistant officers may but need not be members of Council.**

SECTION 2 – Election, Term and Removal. The officers and any assistant officers shall be elected annually by the Council at its organization meeting and shall serve until the next following organizational meeting and until their successors are elected and duly qualify. Any officer may be removed at any time, with or without cause, by the Council.

SECTION 3 – Vacancies. Any vacancy in any office by reason of death, resignation, removal or otherwise, shall be promptly filled by the Council, the successor to serve the balance of the term so filled.

SECTION 4 – Assistant Officers. The Council may from time to time appoint one or more assistant officers who shall serve at the pleasure of the Council.

SECTION 5 – President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Council and shall have all powers and duties customarily vested in chief executive officers, including the power to execute, acknowledge and deliver

instruments on behalf of the Association.

SECTION 6 – Vice President. The Vice President shall exercise the powers and duties of the President, in his absence or incapacity to act, and such other duties as the Council or the President may impose.

SECTION 7 – Treasurer. The Treasurer shall be the chief financial officer of the Association. The Treasurer shall keep detailed books and records of all assets, liabilities, receipts and expenditures of the Council and of the Association, including without limitation expenditures affecting the Common Elements, specifying and itemizing the maintenance, repair and replacement expenses of the Common Elements and any other expenses incurred. In accordance with the actions of the Council assessing the Common

Expenses against the Units and the Unit Owners, he shall keep an accurate record of such assessments and of the payment thereof by each Unit Owner. He shall deposit the funds of the Association in its name in such depositories as the Council may from time to time designate. He shall render to the Council on request an accounting of all his transactions as Treasurer and of the financial condition of the Association and in general shall have the powers and duties customarily vested in chief financial officers. The Treasurer and any other employee or agent of the Association handling its funds shall, if required by the Council, furnish bond in such form and amount and covering such risks as the Council shall require, the premium for such shall be a Common Expense.

SECTION 8 – Secretary. The Secretary shall be responsible for giving any requisite notice and for keeping the minutes of all meetings of the Association and of the Council. He shall maintain records containing the calls, notices, waivers of notice and minutes of all meetings of the Association and of the Council, all proxies to vote at meetings of the Association and all written consents of the Council, and he shall maintain the voting list, and a list of all addresses submitted for notice purposes. The Secretary shall be the custodian of all the books and record of the Association other than those whose custody is placed herein in the Treasurer and in general shall have the powers and duties customarily vested in the Secretaries.

**SECTION 9 – No Compensation of the

Officers.** No officer or assistant officer of the Association shall be compensated for acting as such.

SECTION 10 – Execution of instruments. Any agreement, deed, lease or other instrument entered into the Council on behalf of the Association shall be binding upon the Association when signed by the President and attested to by the Secretary unless the Council designates other Officers or Assistant Officers by Resolution. Checks shall be signed by the Treasurer or designee, Council shall, by Resolution, state when a co-signature is required and designate other Officers or Assistant Officers who are authorized to sign checks.

SECTION 11 – Committees. Council may, from time to time, establish standing

committees to assist in the management of the business and affairs of Trimble Run Condominium Association, Inc. Such committees, to the extent required by Council, shall report their meeting proceedings and their budget status to the Council. Standing committees shall be composed of at least three individuals. Ad Hoc Committees may, from time to time, be established by Council, Such committees shall have their composition and powers specified by Council Resolution and shall serve at the pleasure of the Council.

ARTICLE V
LIABILITY AND INDEMNIFICATION

SECTION 1 – Liabilities of Members of the Council and Officers. The members of the Council and the officers and any

assistant officers of the Association (I) shall not be liable to the Unit Owners as a result of their activities as such for any mistake of judgment, negligence or otherwise, except for their own willful misconduct or bad faith; (II) shall have no personal liabilities in contract to a Unit Owner or any other person or entity direct or imputed, by virtue of acts performed by them on behalf of the Association in their capacity as such; (III) shall have no personal liability in tort to a Unit Owner or any other person or entity direct or imputed, by virtue of acts performed by them, in their capacity as such: and (IV) shall have no person liability arising out of the use, misuse or condition of the Property, or which might in any other way be assessed against or imputed to them as result or by virtue of their capacity as such.

SECTION 2 – Indemnification by Association. The Association shall indemnify and hold harmless any person, his heirs and personal representatives, from and against and all personal liability, and all expenses including council fees, incurred or imposed, or arising out or in settlement of any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative instituted by any one or more Unit Owners or any other persons or entities, to which he shall be or shall be threatened to be made a party by reason of the fact that he is or was a member of the Council or an officer or an assistant officer of the Association, other than to the extent, if any, that such liability or expense shall be attributable to his willful misconduct or bad faith, provided, in the

case of any settlement, that the Council shall have approved the settlement, which approval shall not to be unreasonably withheld. Such right of indemnification shall not be deemed exclusive of any other rights to which such person may be entitled as a matter of law or agreement or vote of Unit Owners or of the Council, or otherwise. The indemnification by the Association set forth in this Section 2 shall be paid by the Council on behalf of the Association and shall constitute a Common Expense and shall be assessed and collectible as such.

SECTION 3 – Liabilities of Individual Unit Owners. The Unit Owners and any lessees or sublessees of a Unit shall be jointly and severally liable for liabilities arising out of their own conduct or arising out of the ownership, occupancy, use,

misuse or condition (except when the result of a condition affecting all or other parts or the Property) of that Unit.

SECTION 4 – Language Concerning Liability in Agreements. Every agreement, deed, lease or other instrument entered into by the Council on behalf of the Association shall provide that the Council and the officers or assistant officers executing the same are acting only as agents for the Association and shall have no personal liability thereunder (except to the extent, if any, that they may also be Unit Owners at the time any such liability is assessed), that any claim by the other party or parties thereto in respect thereto or to the subject matter thereof shall be asserted against the Council, which shall act on behalf of the Association in respect thereto, and that any liability thereunder or

in respect of the subject matter thereof shall be borne by those who are Unit Owners at the time such liability may be assessed by the Council as a Common Expense, for which assessment each Unit Owner shall be liable only severally to the extent of his Proportionate Interest as therein provided.

SECTION 5 – Costs of Suit in Actions Brought by One or More Unit Owners on Behalf of All Unit Owners. If any action is brought by one or more but less than all Unit Owners on behalf of the Association and recovery is had, the plaintiff's expenses, including reasonable counsel's fees, shall be a Common Expense, provided that if such action is brought against the Association or otherwise against all other Unit Owners or against the Council, the officers, assistant officers,

employees or agents thereof, in their capacities as such, with the result that the ultimate liability asserted would, if approved, be borne by all the Unit Owners, the plaintiff's expenses, including counsel fees, shall not be charged to or borne by the other Unit Owners, as a Common Expense or otherwise.

SECTION 6 – Notice of Suit and Opportunity to Defend. Complaints brought against the Association, or the Council, or the officers, assistant officers, employees or agents thereof, in their respective capacities as such, or the Property as a whole, shall be directed to the Council, which shall promptly give written notice thereof to the Association and the holders of any Permitted Mortgages and shall be defended by the Council on behalf of the Association and

such holders shall have no right to participate other than through the Council in such defense.

ARTICLE VI
COMMON EXPENSES AND COMMON PROFITS

SECTION 1 – Determination of Common Expenses and Common Profits. The Council shall periodically (and in no event less than annually), determine by resolution duly adopted the estimated Common Expenses and Common Profits, if any, for the ensuing period, which determination shall be reflected in an appropriate budget, and Common Expenses incurred and the Common Profits, if any, received during the period then ended. Such determinations of Common Expenses and budgets shall

include:

1. Expenses of administration, operation, maintenance, repair and replacement of all portions of the Common Elements, including such amounts as the Council deems proper to establish reserves for replacements of said portions of the Common Elements;

2. Expenses of the Council in managing the business, operation and affairs of the Property on behalf of the Unit Owners;

3. Expenses of obtaining and maintaining water, sewer and trash, refuse, garbage removal and other municipal-type services for All Unit Owners;

4. Expenses of obtaining and maintaining the following for use in connection with

the operation and maintenance of the Common Elements: electric service, water services, trash, refuse and garbage removal services, vermin extermination service, snow removal service, police protection, security services and other municipal-type services;

5. Premiums on all policies of insurance required to be maintained and Insurance Trustee Fees, if any;

6. Fees or compensation due to any Manager retained by Council;

7. Such amounts as the Council deems proper for working capital, general operating reserves, reserves for contingencies and to make up any uncollectible delinquencies in the payment of assessments for Common Expenses;

8. Any expense declared common by the provisions of the Act, by the Condominium Declaration or elsewhere in this Code and;

9. Expenses agreed upon as common by all the Unit Owners.

SECTION 2 – Assessment of Common Expenses and Distribution of Common Profits to Unit Owners. The Council shall, promptly following each determination of the Common Expenses, by resolution duly adopted, assess against each Unit the share chargeable to that Unit, on the basis of its Proportionate Interest, of the Common Expenses theretofore incurred or the budgeted estimated future Common Expenses so determined. Such assessments shall be in writing and shall be promptly given to each Unit Owner in

the same manner as is provided in the case of notices pursuant to Article XII. The Unit Owners shall be severally and not jointly liable for the payment of such assessments, but with respect to the portion thereof so payable in respect of a given Unit, the Unit Owner and any lessees or sublessee shall be jointly and severally liable therefore. Such assessments shall be payable by the Unit Owners within thirty days from the date on which such resolution was adopted. Assessments shall, until fully paid, constitute a charge and a lien against such unit. Any past due assessment or installments thereof, shall bear interest at the rate set by Council up to the maximum authorized by the Uniform Condominium Act of July 2, 1980 P.L. 286, No. 82, as amended from time to time. The Unit Owner’s liability for any assessments under this article shall not be abated due

to any interruption in his right of occupancy of his Unit or for nay other reason whatsoever, except as otherwise specifically set forth in this Article VI. The Council may, in respect of each determination of Common Profits theretofore received (a) distribute them to the Unit Owners, in accordance with their respective Proportionate Interests, (b) apply them in reduction of Common Expenses theretofore incurred, or (c.) budget and apply them in reduction of estimated future Common Expenses. Determination of estimated Common Profits to be received in an ensuing period shall be taken into account in the budget for that period.

SECTION 3 – Collection of Delinquent Assessments. It shall be the obligation of the Council to take prompt action to

collect assessments for Common Expenses and for any expenses incurred or advances made by the Council, together with accrued interest. Any delinquent assessment together with such accrued interest may be collected by suit by the Council acting on behalf of the Association, including without limitation the delinquent Unit Owner, in an action in assumpsit, which suit when filed shall refer to the Act, to the Unit against which the assessment is made and to the delinquent Unit Owner and shall be indexed by the Prothonotary as a lis pendens. Any judgment against a Unit Owner shall be enforceable in the same manner as is otherwise provided by law. The delinquent Unit Owner shall be obligated to pay all expenses of the Council, including attorneys' fees, incurred in the collection of the delinquent

assessment by legal proceedings or otherwise, and any amounts paid by the Council for taxes or on account of superior liens or otherwise to protect its lien; which expenses and amounts, together with accrued interest, in the maximum amount allowed by law, shall be deemed to constitute part of the delinquent assessment and shall be collectible as such.

SECTION 4 – Delinquent Assessments at the Time of Conveyance of a Unit other than at Execution Sale. Upon the voluntary sale or conveyance of a Unit or any other transfer of a Unit by gift, operation of law or otherwise except a transfer to the Council, the grantee or transferee shall be jointly and severally liable with the grantor or transferor for all unpaid assessments for Common

Expenses which under the Act and this Code are a charge against the Unit, and for unpaid assessments as of the date of the sale, conveyance or transfer, but such joint and several liability shall be without prejudice to the grantee's or transferee's right to recover from the grantor or transferor the amount of such unpaid assessments which the grantee or transferee may pay, and until any such assessments are paid, they shall continue to be a charge against the Unit which may be enforced in the manner set forth in the Act and in this Code of Regulations. Any person who shall have entered into a written agreement to purchase a Unit shall be entitled to obtain a written statement from the Treasurer setting forth the amount of unpaid assessments charged against the Unit and its owners, and if such statement does not reveal the full

amount of the unpaid assessments as of the date it is rendered, neither the purchaser nor the Unit shall be liable for the payment of an amount in excess of the unpaid assessments shown thereon, provided that the former Unit Owner shall remain so liable. Any such excess which cannot be promptly collected from the former Unit Owner shall be reassessed by the Council as a Common Expense to be collected from all Unit Owners, including without limitation the purchaser of the Unit, his successors and assigns. The new Unit Owner shall and the former Unit Owner shall not be liable for any assessments made after the date of transfer of title to a Unit.

SECTION 5 – Delinquent Assessments at the Time of and Purchase of Units at Execution sale of a Unit. In the event that

title to a Unit is transferred at sheriff's sale pursuant to execution upon any lien against the Unit, the Council shall give notice in writing to the sheriff of any lien against the Unit, the Council shall give notice in writing to the sheriff of any unpaid assessments for Common Expenses which are a charge against the Unit, and for any expenses of or advances by the Council, which have not theretofore been reduced to lien, which shall be paid out of the proceeds of the sale as provided by the Act prior to the distribution of any balance to the former Unit Owner against whom the execution issued. The purchaser at such sheriff's sale and the Unit involved shall be liable for unpaid assessments for Common Expenses and for any expenses of or advances by the Council which became due prior to the sheriff's sale of the Unit to the maximum extent allowed by

law. Any such unpaid assessments which cannot be promptly collected from the former Unit owner shall be reassessed by the Council as a Common Expense to be collected from all of the Unit Owners, including the purchaser who acquired title at the sheriff's sale, his successors and assigns. To protect its right to collect unpaid assessments for Common Expenses which are a charge against a Unit, and for any expenses of and advances by the Council, the Council may on behalf of all the Unit Owners, purchase the Unit at sheriff's sale.

SECTION 6 – Statements of Delinquent Assessments. In addition to the statements issuable to purchasers of Units under Section 4 of this Article, the council shall provide a current statement of unpaid assessments for Common

Expenses and for any expenses of and advances by the Council to the Unit Owner or to any person who shall have entered into a binding agreement to purchase the Unit and to the holder of any Permitted Mortgage upon reasonable request.

SECTION 7 – Reassessment of Uncollectible Assessments. In all cases where all or part of any assessments for Common Expenses and for any expenses of and advances by the Council cannot be promptly collected from the persons or entities liable therefore under this Code, the Council may reassess the same as a Common Expense, without prejudice to its rights of collection against such persons or entities.

SECTION 8 – Governmental Assessments. Notwithstanding anything