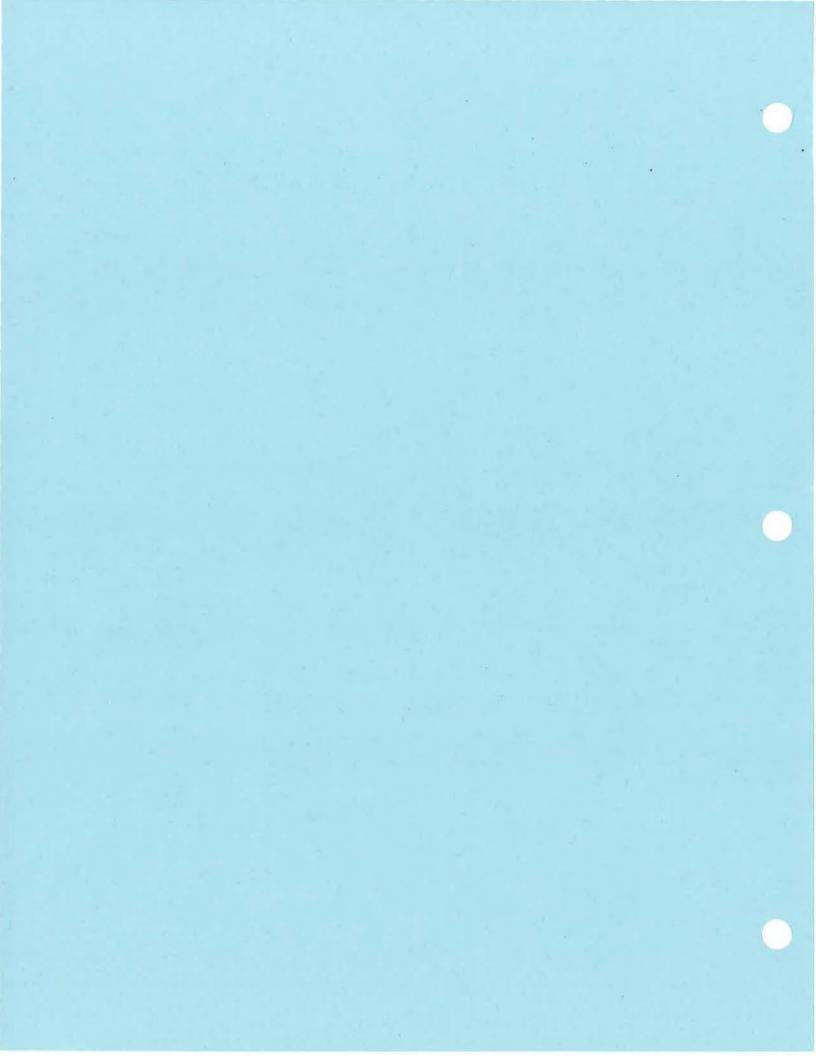
Code of Reg With Amendments



CODE OF REGULATIONS

OF

VALLEY FORGE TOWER SOUTH CONDOMINIUM

1. IDENTIFICATION OF PROPERTY. This Code of Regulations (the "Code") is adopted pursuant to the Unit Property Act, the Act of July 3, 1963, P.L. 196 (the "Act") for the regulation and management of certain Property submitted to the provisions of such Act and further described by a declaration (the "Declaration") and declaration plan (the "Declaration Plan") recorded contemporaneously with the like recording hereof, in the office of the Recorder of Deeds of Montgomery County. The definitions used herein shall be the same as those used in the Declaration, unless otherwise defined herein.

2. PLACE AND METHOD OF CALLING MEETINGS OF UNIT OWNERS OR COUNCIL.

A. Unit Owners.

- (1) An annual meeting of Unit Owners shall be held on the second Friday in March of each year if a business day and if not, then on the next succeeding business day, except that the first such annual meeting shall be postponed to the first such date next following the earlier of (i) December 31, 1975; or (ii) the date on which title to Units having Proportionate Interests in excess of 90% shall have been conveyed by Declarant to the first Unit Owners, other than Declarant. At such meetings, the Unit Owners shall elect by ballot the members of Council, subject to the limitations hereinafter set forth, and transact such other business as may properly come before the meeting. The Council Treasurer shall present at each annual meeting an audit (prepared and certified by an independent certified public accountant) of the Common Expenses as herein defined, itemizing receipts and expenditures, the allocation thereof to each Unit Owner and any charges expected for the present fiscal year.
- (2) Provided the first annual meeting of Unit Owners has been held in accordance with the foregoing subsection, special meetings of the Unit Owners shall be called by the President when so directed by a resolution of the Council or by a petition signed by Unit Owners having Proportionate Interests

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aggregating 40% 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.

- (3) The Secretary shall give notice of each annual and each special meeting of the Unit Owners to the Unit Owners in accordance with the further provisions hereof, at least 5 and not more than 30 days prior to the meeting date specifying therein the time and place of the meeting and, in the case of a special meeting, the purpose thereof.
- (4) Meetings of the Unit Owners shall be held at the Property or at such other suitable place convenient to the Unit Owners as may be specified by the Council in the notice thereof.

B. Council.

- (1) The organization meeting of a newly elected Council shall be held within ten days of its election by Unit Owners in the manner specified in Section 4B hereof at such place and time as shall be fixed by the said Council members at the meeting at which they were elected and no notice thereof shall be required.
- (2) Regular meetings of the Council may be held, without call or notice, at such times and places as the Council may from time to time determine, provided however, that (i) in any event such Council meetings shall be held at least once every two (2) months; and (ii) there shall be a meeting of council during the second full calendar week of December of each year at which the Council shall adopt the operating budget of the Unit Owners for the forthcoming fiscal year.
- (3) Special meetings of the Council may be called at any reasonable time and from time to time by the President or by two or more members thereof and held on notice by letter or telegram, mailed or delivered for transmission not later than 3 days prior to the date of the meeting specifying the time, place and purpose thereof. No business may be transacted at the special meeting other than as specified in the notice thereof, except that any notice of a meeting may be waived by any member in writing prior to, at, or subsequent to the meeting, and such waiver shall be deemed equivalent to the giving of notice.

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VOTING RIGHTS OF UNIT OWNERS; QUORUM; VOTE NECESSARY; ACTION BY CONSENT IN WRITING.

- A. For all purposes under the provisions of this paragraph and of this Code, the voting rights of Unit Owners shall be computed on the basis of each Unit Owners's Proportionate Interest. The number of votes to which each Unit shall be computed hereunder shall be determined by assigning to each of the Units one vote for each .001% of such Unit's Proportionate Interest, with an aggregate of One Hundred Thousand (100,000) votes for all Unit Owners.
- B. To constitute a quorum, there shall be required to be present at a meeting of Unit Owners, in person or by proxy, entitled parties having Proportionate Interests aggregating sixty percent (60%) and at a meeting of Council, three (3) of its members. An "entitled party" shall be deemed to mean the owners of record of each unit (including the Declarant) as of the close of business on the business day next preceding the meeting date, subject to the following limitations:
 - (1) if the purchaser of a Unit exhibits to the Secretary a fully executed Agreement of Sale in which the right to vote pending settlement is placed in purchaser in which ' event the entitled party shall be the purchaser;
 - (2) if a Unit is owned by more than one person or by a partnership or corporation, in which event the entitled party shall be the person designated by certificate duly signed or executed by the Unit Owner and filed with the Secretary, unless and until such designation shall be cancelled or superceded by such Unit Owner; or
 - (3) if a Unit is held in a fiduciary capacity, in which event the entitled party shall be such fiduciary rather than the beneficiary.

If less than a quorum is present at any meeting, a majority of such persons or entities present in person or by proxy may adjourn the meeting from time to time, and at any adjourned meeting at which a quorum is present any business may be transacted which could have been transacted at the meeting originally salled, without further notice.

C. To authorize actions binding upon all Unit Owners, there shall be required an affirmative vote of a majority of the entitled parties at a meeting at which a quorum shall be present, except where a higher percentage is required under the Act, the Declaration or this Code. The voting list shall be went at the Council office and may

be inspected during normal business hours by a Unit Owner or purchaser of a Unit and the voting list shall be produced and be open for inspection during all meetings of the Unit Owners.

- Actions shall be taken by Council only upon affirmative vote of three (3) of its members.
- Any action which might be taken at a meeting of Unit Owners or Council may be taken without a meeting if a consent in writing to such action in signed by all of the Unit Owners or members of

and may be taken without of the Unit Owners or members council, as the case may be.

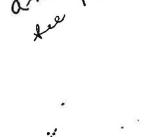
COUNCIL; NUMBER OF MEMBERS; TERM; VACANCIES.

A. The Council shall be composed of bers who shall be rasidents of need not be Unit Owner pensated for a first A. The Council shall be composed of four (4) members who shall be rasidents of Pennsylvania but need not be Unit Owners and who shall not be compensated for acting as members of Council. The first members of Council, as named in the Declara-

Roger D. Altemose Charles H. Moyer

Franklin W. Altemose Henry F. White, Jr.

- The first members of Council who are named as aforesaid and in the Declaration, or their respective successors, if any, from time to time designated by Declarant shall hold office until the first annual meeting of Unit Owners. At the aforesaid annual meeting and at each annual meeting thereafter, four (4) members of the Council shall be elected to serve until the next succeeding annual meeting and until their respective successors are elected, provided that Declarant shall have the right to designate one (1) of these members until the earlier of either the date on which title to all of the Units shall have been conveyed by Declarant to the first Unit Owners other than Declarant, in each case, or the date of the 1977 annual meeting of the Unit Owners, at which time the term of such member, or his successor or successors from time to time designated by Declarant shall expire. Until that date, the number of the members of the Council shall not be changed, only three (3) members of the Council shall be elected by the Unit Owners at each annual meeting and the Units held by Declarant shall not be entitled to vote in each such election of said Council members.
- The election shall be by ballot (unless dispensed with by unanimous consent) and by a plurality of votes cast, determined as hereinbefore provided, each entitled party being authorized to cast his votes for each of as many nominges as there are vacancies to be filled. There shall be no cumulative voting.
- D. Any member of Council may resign from the Council at any time by written notice to the



Council. Anything herein contained to the contrary notwithstanding, if a member of the Council who is also a Unit Owner shall coase being a Unit Owner, such member may be removed from the Council by the unanimous vote of the other Council members, which vote shall be held, if at all, at the first meeting of the Council following the Council's receipt of notice of cessation of Unit ownership.

E. Vacancies in the Council (other than vacancies in the term of the member to be designated by Declarant under Section 4B hereof, which shall be filled by Declarant) shall be filled by a vote of a majority of the remaining members of the Council, even though less than a quorum, promptly after the occurrence thereof, and each person so elected shall be a member of the Council for the remainder of the term so filled.

5. OFFICERS; ELECTION AND TERM; COMPENSATION.

- A. There shall be a president, secretary and treasurer of Council who shall be elected from among its members within thirty (30) days of the filing of the Declaration, in the case of the first members of Council and at the organization meeting, in the case of any newly elected Council. The officers initially elected and their respective successors in office shall annually be deemed to have been re-elected and continue to hold office until their respective successors shall be elected by Council from the then members thereof.
 - B. From time to time, Council may create other offices, prescribe the duties pertaining thereto and elect the holders thereof from among its members who may hold more than one office.
 - C. No officer shall be compensated for acting as such.

DUTIES OF OFFICERS; REMOVAL; VACANCIES.

- A. The following officers shall have the duties set forth below:
 - (1) The President shall preside at all meetings of Council;
 - (2) The Secretary shall be responsible for giving any requisite notice and for keeping the minutes of all meetings of Council and Unit Owners and have custody of all correspondence, papers and records, other than financial records;
 - (3) The Treasurer shall cause to be maintained full and accurate records and books

of account of all receipts and disbursements of funds by Council or at its direction which shall be available to Unit Owners during requiar business hours, receive and receipt for funds assessed or collected by Council and deposit the same in such depository as may be selected by Council, and render to Council, on request, an accounting of all his transactions as Treasurer and of the financial conditions of the Property.

No agreement, check, contract, deed, lease, mortgages or other written instrument or document
shall be binding upon the Unit Owners unless
entered into on their behalf by Council and signed
by two (2) officers of the Council, except as such
power may be delegated to the Manager as provided
in Section 8 hereof. Council shall have the right
to require that any or all of the officers shall be
covered by fidelity bonds of a corporate surety and
the premium costs thereof shall be Common Expenses
hereunder.

- B. Any officer may be removed at any time, with or without cause, by the Council. Any Council member who resigns or is removed as a Council member shall also be deemed to have resigned or been removed from any Council office he may have held. 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.
- C. The members of the Council and/or the officers acting in such capacity (i) shall not be liable for the failure of any service to be obtained and paid for by Council hereunder or for injury or damages to persons or property caused by the elements or by another Unit Owner or person on the Property; or resulting from electricity, water, rain, dust or sand which may leak or flow from the outside or any parts of the Building or from any of its pipes, drains, conduits, appliances or equipment or from any other places, unless caused by their own willful misconduct or bad faith; (ii) shall not be liable to the Unit Owners as a result of the performance of their duties for any mistake of judgment, negligence or otherwise, except for their own willful misconduct or bad faith; (iii) shall have no personal liability in contract to a Unit Owner or any other person or entity under any agreement, check, contract, deed, lease, mortgage, instrument or transaction entered into by them on behalf of the Council or Unit Owners in the performance of their duties; (iv) 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 or for them, except for their own willful misconduct or had faith, in the performance of their duties; (v) shall not be liable to a Unit

Owner for loss or damage caused by theft of or damage to personal property left by such Unit Owner or his tenants or guests in a Unit or in the Common Elements, except for their own willful misconduct or bad faith; and (vi) shall have no personal 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 a result or by virtue of their performance of their duties, except for their own willful misconduct or gross negligence.

The Unit Owners shall indemnify and hold harmless any person, his heirs and personal representatives, from and against any and all personal liability, and all expenses including counsel 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, other than to the extent, if any, that such liability or expense shall be attributable to his willful misconduct or bad faith, in the performance of his duties, 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 Council member and/or officer 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 Unit Owners set forth in this Section 6D shall be paid by the Council on behalf of the Unit Owners and shall constitute a Common Expense and shall be assessed and collectible as such. Complaints brought against all of the Unit Owners, or the Council, or the officers, employees or agents thereof, in their respective capacities as to the Council, which shall promptly give written notice thereof to the Unit Owners and the holders of any Permitted Mortgages (as defined in Section 11B), and shall be defended by the Council, and the Unit Owners and such holders shall have no right to participate other than through the Council in such defense. Complaints brought against one or more but less than all Unit Owners or Units for an asserted liability arising out of their own misconduct or arising out of the ownership, occupancy, use, misuse or condition of such Unit, shall be defended by such Unit Owners who shall promptly give a written notice thereof to the Council and to the holders of any Permitted Mortgages affecting such Units.

- 7. POWERS AND DUTIES OF COUNCIL; AND RESTRICTIONS
 ON THE EXERCISE THEREOF. Council shall have
 charge of the following:
 - A. The operation, maintenance, repair and replacement of the Common Elements. In connection therewith, Council:
 - (1) is authorized to contract on behalf of all Unit Owners for water, sewer, electrical and other utility services provided to any of the Common Elements and, to the extent not separately metered and/or charged, to the Units and for management, custodial, security guard, master television antenna, extermination, snow removal, painting repairs and such other services as well as such equipment, materials and supplies deemed necessary or desirable by Council for the proper performance of its duties hereunder;
 - (2) shall have an easement of access for itself or its agents, to any Unit for the purpose of accomplishing the foregoing; and
 - (3) shall charge the cost of such operation, maintenance, repair and/or replacement to all Unit Owners as a Common Expense.

Other than in the normal course of repairing and replacing existing improvements, there shall be no addition, alteration or further improvement made to the Common Elements without the prior approval in writing of the Unit Owners having Proportionate Interests, aggregating 75%.

B. The placement and purchase of, and payment of premium for, a policy or policies of insurance providing coverage of the following types and amounts for the Council and each member thereof, the officers and all of the Unit Owners, and the holder of each Permitted Mortgage, as hereinafter defined; (i) insurance against loss or damage by fire and such other risks as may be covered by extended coverage insurance covering the entire Property in an amount representing the full insurable replacement value thereof without deduction for depreciation ("Fire Insurance Policy"); and (ii) insurance against liability for injury or death to persons or damage or loss of property with such limits as shall be established, from time to time, by Council, covering occurrences and accidents in or about the Property with coverage of the crossliability claims of any one or more or group of insureds against any other one or more or group of insureds, but excluding coverage for the liability of any Unit Owner for acts occurring solely within his Unit or away from the Property ("Liability Insurance Policy"):

- . (1) The Pire Insurance Policy shall contain mortgages endorsements in favor of the holder of each Permitted Mortgage modified, however, to make the loss payable provisions in favor of such holder subject and subordinate to the loss payment provisions in favor of First. Wisconsin National Bank of Milwaukee, or, in the alternative, Main Line Pederal Savings and Loan Association or any successor trustee appointed by the Council, as Trustee ("Insurance Trustee") under an appropriate agreement which shall provide that it shall hold and disburse all payments received on account of loss or damage covered by such policy for repairs and restoration, all as directed by Council, unless seventy-five percent (75%) of the Unit Owners directly affected thereby shall resolve not to proceed with the work of repairs and restoration as provided in Section 802 of the Act. Such Policy shall contain waivers of subrogation and waivers of any defense based on co-insurance or invalidity, arising from any acts of those whose interests are covered thereby. Council shall utilize the best information available to .it and allocate that portion of each premium which in its best judgment, is the cost of insuring the Common Elements and is to be charged and assessed as a Common Expense and the portions thereof representing the cost of insuring the remainder of the Property and the separate charges and assessments therefor to be made against each Unit Owner; and
 - (2) The Liability Insurance Policy shall name Council as the party insured and the net proceeds thereof shall be paid to Council, which shall distribute the same to those whose interests are covered thereby, as their respective interests shall appear. The entire premiums for such Policy shall be charged as a Common Expense.

All policies of insurance carried under this subparagraph shall (i) provide that all adjustments of loss shall be made only by the Council with the approval of the Insurance Trustee; (ii) contain waivers by the insurers of all rights by way of subrogation or otherwise to the claims or rights of any one or more named insureds or persons otherwise covered or benefited by such policies against any one or more other named insureds or persons so covered or benefited thereby (including the Council and its agents and employees); (iii) provide that the coverage afforded to any and all other named insureds or persons otherwise covered or benefited by such policies shall not be affected by the acts or omissions of any one or more named insureds or persors otherwise covered or benefited thereby;

(iv) provide that they shall not be cancelled or modified without at least 10 days prior written notice to all whose interests are covered thereby, including, without limitation, all holders of Permitted Mortgages in the case of the Fire Insurance Policies; (v) provide that the coverage afforded thereby shall not be affected or diminished or result in contribution by reason of any additional insurance separately carried by any Unit Owner as permitted by the further terms hereof or by any other person or entity; and (vi) provide that the insurer shall not have the option to restore the insured premises in lieu of making a cash payment of the proceeds. Duplicate originals of all such insurance policies and renewals shall be delivered by the insurers (at least 10 days prior to the renewal in case of each renewal) to the Council and to the Insurance Trustee, and duplicate originals or certificates or memorandums of insurance shall be issued by the insurers to all others whose interests are covered thereby, including without limitation the Unit Owners and the holders of Permitted Mortgages in the case of the Fire Insurance Policy. No Unit Owner shall do'or permit any act which would void or impair the coverage afforded by said policies or would result in an increase in the premium therefor and shall be liable to the Council for the amount of any such increase. The provisions of this subparagraph shall not be construed to prohibit any Unit Owner from carrying other, separate insurance for his own benefit, such as, by way of illustration and not of limitation, public liability insurance covering liabilities occurring solely within his Unit or away from the Property, which liabilities will not be covered by the insurance to be carried by the Council under the terms hereof, provided that all such policies shall be obtained either from an insurer with which like coverage is at the time of reference being carried pursuant to the foregoing provisions or from another insurer approved by the Council, which approval shall not be unreasonably withheld, and shall contain waivers of subrogation and provide that the insurance carried thereunder shall not affect, alter or diminish the coverage under the policies being so carried. Copies of proposed policies of insurance shall, before being effected, be delivered to the Council for approval pursuant to the terms hereof, which approval shall not be unreasonably withheld, and the policies actually issued following such approval shall provide that they shall not be modified or cancelled without 10 days prior written notice to the Council and copies thereof shall be provided to the Council when issued.

C. The preparation of an operating budget covering expenditures in connection with the maintenance, repair and replacement of the Common Elements, costs

of insurance and any other Common Expense; the amount and period to be covered of the assessment covering the Common Expenses to be levied against all Unit Owners and the time for its payment. The following requirements are intended to define Council's responsibility hereunder:

- The Council shall annually determine, the estimated Common Expenses for the ensuing fiscal year, which determination shall be reflected in an appropriate budget, taking into account the Common Expenses incurred during the period then ended. Such determinations of Common Expenses and budgets shall include, without limitation, such amounts as the Council deems proper for working capital, general operating reserves and reserves for replacements, casualty losses in excess of insurance coverage, litigation, uncollectible assessments, contingencies and the like. The Council may also, by resolution duly adopted, make interim determinations between such regular annual determinations, to the extent it from time to time may deem necessary. For the purpose hereof, the fiscal year shall be January 1 through December 31, unless changed by resolution of the Council.
- (2) 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 budgeted estimated future Common Expenses so determined. Such assessments shall be in writing and shall be promptly given to each Unit Owner. The Unit Owners shall be severall 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 Owners and any lessees or sublessees thereof shall be jointly and severally liable therefor. Such assessments shall be payable by the Unit Owners either (i) in equal monthly installments, such installment payments to be made to Council on or before the first day of each month unless another payment date is designated by Council; or (ii) by such other method of payment as the Council may determine from time to time. The Unit Owner's liability for any assessments hereunder shall not be abated due to any interruption in his right of occupancy of his Unit or for any other reason whatsoever, except as otherwise specifically hereinafter set forth. Declarant shall be responsible for the expenses allocable to any Units (i) under construction in proportion to

their stages of completion and (ii) completed but unsold to first purchasers; provided, however, that when a first purchaser shall take title to such Unit, the annual assessment shall be provated between Declarant and the new Unit Owners as of the date of settlement for such Unit.

- (3) It shall be the obligation of the Council to take prompt action to collect assessments . for Common Expenses and for any expenses in-curred or advances made by the Council under Section 7D hereof, together with accrued interest, from the date incurred or advanced, as the case may be. Any such delinquent assessment together with such accrued interest may be enforced by suit by the Council acting on behalf of the Unit Owners, 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 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 (i) all expenses of the Council, including attorney's fees, incurred in the collection of the delinquent assessment by legal proceedings or otherwise, and (ii) 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, shall be deemed to constitute part of the delinquent assessment and shall be collectible as such.
 - (4) Upon the voluntary sale or conveyance of a Unit or any other transfer of a Unit by gift, operation of law or otherwise 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 pursuant to Section 7D hereof, 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. Any per. on who shall have entered into a written agreement to purchase a Unit snall 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 grantor shall remain so liable. Any such excess which cannot be promptly collected from the former Unit Owner grantor 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 be liable and the former Unit Owner shall not be liable for any assessments made after the date of transfer of title to a Unit, even through the Common Expenses or the expenses incurred or the advances made by the Council under Section 7D hereof for which the assessment is made relate in whole or in part to any period prior to that date.

- 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 unpaid assessments for Common Expenses which are a charge against the Unit, and for any expenses of or advances by the Council pursuant to Section 7D hereof, which have not theretofore been reduced to lien pursuant to the Act and the foregoing provisions, 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 not be liable for unpaid assessments for Common Expenses and pursuant to Section 7D hereof which became due prior to the sheriff's sale of the Unit. 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 pur-suant to Section 7D hereof, the Council may on behalf of all the Unit Owners, purchase the Unit at sheriff's sale, provided such action is authorized by the affirmative vote of a majority of the members of the Council.
- (6) In all cases where all or part of any assessments for Common Expenses and for any

expenses of and advances by the Council pursuant to Section 7D hereof cannot be promptly collected from the persons or entities liable therefor under this Code, the Council shall reassess the same as a Common Expense, without prejudice to its rights of collection against such persons or entities.

D. The determination of all other costs and expenses due from each Unit Owner other than such Unit Owner's share of the Common Expense; the manner of the assessment therefor; and the time for its payment. The following applications of these provisions are intended to define, but not by way of limitation, the scope of Council's powers hereunder:

- (1) Each Unit Owner shall deliver to the Secretary original receipted bills evidencing the payment of all charges, claims, taxes and assessments against a Unit for which a lien could be filed, including by way of illustration and not limitation, real estate taxes, water and sewer rentals, and assessments for municipal improvements, at least five (5) days prior to the date on which any penalty shall accrue for the non-payment thereof and shall give Council written notice within five (5) days of the receipt by such Unit Owner of notice or of actual knowledge of the attaching of any lien (other than the lien of a Permitted Mortgage) or the filing of any suit or other proceeding against his Unit, Council may, but shall not be obligated to, advance any sums necessary to prevent the attaching of any lien against any Unit (except the lien of a Parmitted Mortgage).
- (2) In the event of the failure or threatened failure of any Unit Owner to comply with this Code, with the Council Rules as hereinafter Jefined, or with the covenants, conditions and restrictions set forth in the Declaration or Declaration Plan or in the deed to each Unit, Council may, but shall not be obligated to, advance any funds necessary to correct or prevent any failure or threatened failure to so comply.
- (3) The amounts and expenses advanced under the foregoing subsections, together in each case with interest at the rate of 6t per annum, shall be promptly assessed by Council against the Unit Owner and shall be collectible and enforceable in accordance with the provisions of Section 7C hereof.
- E. Promulgation, distribution and enforcement of rules governing the details of the use and operation of the Property and the use of the Common Elements

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by the owners of the Units and their lessees, and the employees and entities of any of them.

- (1) The foregoing rules as adopted and/or as amended from time to time by Council ("Rules"), by resolution duly adopted, shall be subject to the right of the Unit Owners! having Proportionate Interests aggregating more than 50%, by resolution duly adopted at any meeting of Unit Owners, to change such Rules.
- (2) Council Rules respecting the use and operation of the Units other than the Common Elements therein shall be limited to the interpretation and implementation of the restrictive use standards prescribed in paragraphs 8 and 9 of the Declaration and the terms of this Code.
- Preparation of a yearly audit by a certified public accountant of all books and records of the Council pertaining to the Property, Common Expenses and expenses of or advances made by Council pursuant to Section 7D hereof. Council shall furnish a copy of said audit to each Unit Owner. The foregoing shall not limit the right of any Unit Owner to inspect the books and records of Council, as aforesaid, during business hours and upon prior written notice to Council.
- MANAGEMENT. Council is hereby authorized to delegate, as and to the extent 12 deems appropriate and permitted by the Act, the powers and duties conferred upon the Council by the terms of Section 7 hereof, to one or more persons or business entities (the "Manager") subject, at all times, to the control of the Council and the Unit Owners. Council shall have the power to fix the Manager's compensation (such compensation to be assessed as a Common Expense) and to set forth the details of the Manager's powers and duties including by way of illustration and not limitation, the power of the Manager to engage employees and agents, who may or may not be independent contractors and to define and limit the liability of the Manager, if any. The Council shall not be liable for the Manager's wrongful exercise of any power or duty.
- 9. RIGHT OF ACCESS TO UNITS; COSTS; INJUNCTION. The Council shall have a right of access to each Unit to (i) inspect the Unit; (ii) remove, correct or abate violations of the Act, the Declaration, this Code, the Rules, or of law, or of any rules, regulations, orders, decrees or requirements of any governmental or quasi-governmental body or agency or board of fire underwriters, or any mortgage affecting another Unit; (iii) make repairs to the Unit if such repairs are reasonably necessary for public safety or to prevent damage to other Units or to the Common Elements and (iv) maintain, repair or replace the Common Elements contained therein, or elsewhere in the Buildings to which access

can be had therefrom. Except as set forth in Section 7 bereof with respect to the repair of Common Elements, the costs of removing, correcting or abating any such violations and of making any such repairs to Units shall be paid by the Unit Owner to the Council on demand. Requests for access shall be made in advance, except in cases of emergency when such rights of access shall be immediate, whether the Unit Owner is present or not.

- 10. CONDEMNATION. In the event of a taking in condemnation or by eminent domain of part or all of the Common Elements, the award made for such taking shall be payable to the Council if such award amounts to \$50,000 or less, and to the Insurance Trustee if such award amounts to more than \$50,000. If the Unit Owners having Proportionate Interests aggregating 75%, duly and promptly approve the repair and restoration of such Common Elements, the Council shall arrange for the repair and restoration of such Common Elements, and the Council or the Insurance Trustee, as the case may be, shall disburse the proceeds of such award to the contractors engaged in such repair and restoration in appropriate progress payments. In the event that 75% or more of Unit Owners as aforesaid do not duly and promptly approve the repair and restoration of such Common Elements, the Council or the Insurance Trustee, as the case may be, shall disburse the net proceeds of such award in the same manner as they are required to distribute insurance proceeds where there is no repair or restoration of the damage, as provided in Section 802 of the Act, but subject to the provisions of Section 803 of the Act.
- Il. NOTICES. All notices to the Council shall be sent by certified mail to the office of the Council or to such other address as the Council may hereafter designate from time to time. All notices to any Unit Owner shall be sent by certified mail to the Unit or to such other address as may have been designated by the Unit Owner from time to time, in writing, to the Council. All notices to mortgages of Units, shall be sent by certified mail to their respective addresses, as designated by them from time to time, in writing, to the Council. All notices shall be deemed to have been given when mailed, except notices of change of allress which shall be deemed to have been given when received.
- 12. AMENDMENTS TO CODE. Except as hereinafter provided otherwise, this Code may be modified or amended by the Unit Owners having Proportionate Interests aggregating 60% at a meeting of Unit Owners duly held for such purposes, but if such modification or amendment would affect in any way the holders of any Permitted Mortgages as defined in the Declaration, such modification or amendment shall also require the written approval of the holders of such number of Permitted Mortgages as

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shall constitute a lien against not less than twentyfive (25) Residence Units, and if it affects Declarant's rights hereunder, such modification or amendment shall require the written approval of Declarant.

ESTABLISHED AND ADOPTED by the undersigned, being the first members of the Council named in the Declaration, this 10th day of April , 1974.

Tharles & house

Eral

COMMONWEALTH OF PENNSYLVANIA:
COUNTY OF MONTGOMERY

On this the / day of April , 1974, before

me, the undersigned officer, personally appeared ROGER D. ALTEMOSE

known to me (or satisfactorily proven) 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 hereunto set my hand and official seal.

My Commission Expires

Momber, Penns, Association Returns

COMMONWEALTH OF PENNSYLVANIA:

ES:
COUNTY OF MONTGOMERY

On this the / day of April , 1974, before

me, the undersigned officer, personally appeared FRANKLIN W. ALTEMOSE

known to me (or satisfactorily proven) 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 hereunto set my hand and official seal.

Notary Public

My Commission Expires: WHEN I

of Commission Emiras May 29 102

500x3933 n 528

COMMONWEALTH OF PENNSYLVANIA: COUNTY OF MONTGOMERY

day of April , 1974, before me, the undersigned officer, personally appeared CHARLES H. MOYER known to me (or satisfactorily proven) 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 hereunto set my hand and official seal.

My Commission Expires MITTAM TWP. ADMICONERY CO.

800x3933 ps 529

COMMONWEALTH OF PENNSYLVANIA:

SS:
COUNTY OF MONTGOMERY :

On this the Managery of April , 1974, before me, the undersigned officer, personally appeared HENRY F. WHITE, JR. known to me (or satisfactorily proven) 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 hereunto set my hand and official seal.

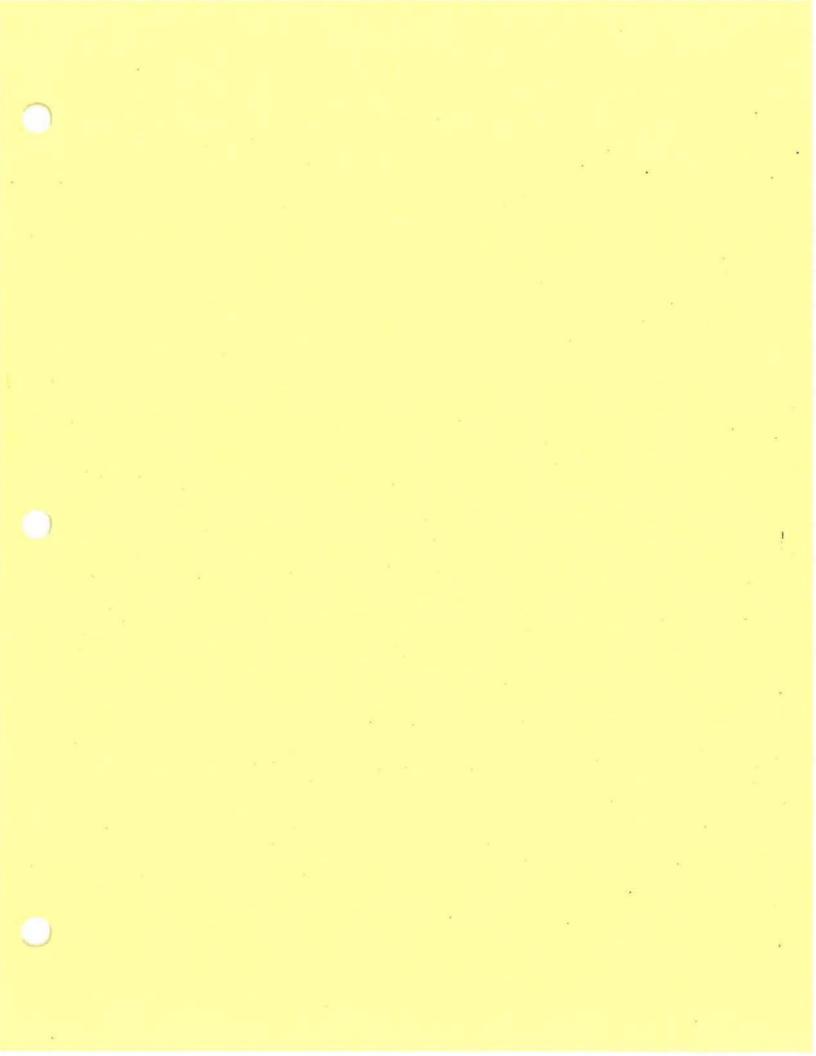
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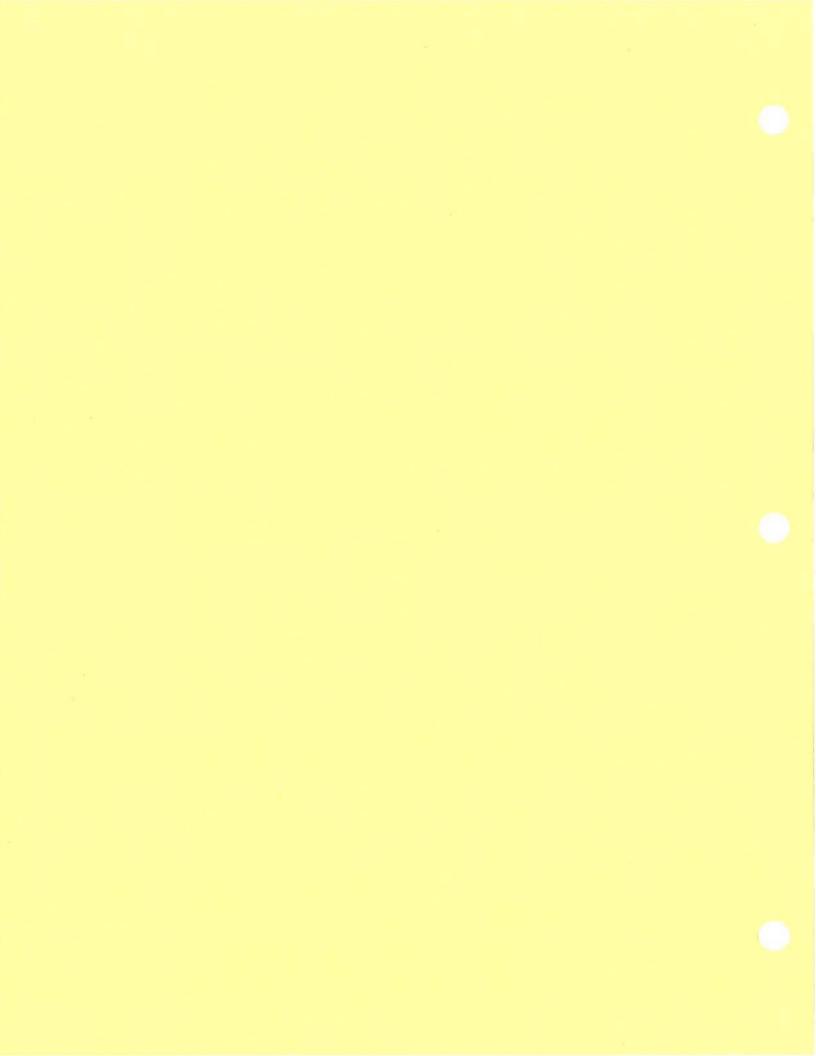
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VALLEY FORGE TOWNS

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FIRST AMENDMENT TO CODE OF REGULATIONS OF VALLEY FORGE TOWER SOUTH CONDOMINIUM

This amendment to the Code of Regulations is adopted pursuant to the Unit Property Act, the Act of July 3, 1963, P.L. 196, for the regulation and management of certain property submitted to the provisions of such Act and further pursuant to a Declaration of Condominium which was filed with the Recorder of Deeds of Montgomery County on or about April 10, 1974 in Deed Book No. 3933 Page 465, and further pursuant to the original Code of Regulations duly adopted and recorded with the Office for the Recording of Deeds of Montgomery County, Pennsylvania Eo die in Deed Book No. 3933 at Page 510.

Section 4 of the Code of Regulations is amended to read as follows:

4. Council; Number of Members; Term; Vacancies.

A. The Council shall be composed of five (5) members who shall be residents of Pennsylvania but need not be Unit Owners and who shall not be compensated for acting as members of Council.

B. At each annual meeting of Unit Owners, there shall be elected three (3) members of Council (except at the 1977 annual meeting when there shall be elected five (5) members of Council). The two (2) members of Council elected receiving the greatest number of votes shall each serve for two (2) years and until their respective successors are elected. The remaining member(s) of Council elected shall serve until the next succeeding annual meeting and until their respective successor(s) are elected.

C. The election shall be by ballot (unless dispensed with by unanimous consent) and by a plurality of votes cast, determined as hereinbefore

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provided, each entitled party being authorized to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

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- D. Any member of Council may resign from the Council at any time by written notice to the Council. Anything herein contained to the contrary notwithstanding, if a member of the Council who is also a Unit Owner shall cease being a Unit Owner, such member may be removed from the Council by the unanimous vote of the other Council members, which vote shall be held, if at all, at the first meeting of the Council following the Council's receipt of notice of cessation of Unit ownership.
- E. Vacancies in the Council shall be filled by a vote of a majority of the remaining members of the Council, even though less than a quorum, promptly after the occurrence thereof, and each person so elected shall be a member of the Council for the remainder of the term so filled.

Section 11 of the Code of Regulations is amended to read as follows:

mail to the office of the Council or to such other address as the Council may hereafter designate from time to time. All notices to any Unit Owner may be sent by certified mail to the Unit or to such other address as may have been designated by the Unit Owner from time to time, in writing, to the Council. Notices to Unit Owners shall be sufficient if personally delivered to said Unit Owners or to any adult member of said Unit Owners' household provided the person to whom said notice is delivered executes a dated receipt acknowledging delivery. All notices to mortgagees of Units, shall be sent by certified mail to their respective addresses, as designated by them from time to time, in writing, to the Council. All mailed notices shall be deemed to have been given when mailed, except notices of change of address which shall be deemed to have been given when received.

. All other sections and provisions of the Code of Regulations are hereby ratified and confirmed.

DULY ADOPTED by affirmative vote of the Unit Owners having Proportionate Interest aggregating sixty percent (60%) at a meeting of Unit Owners pursuant to and in accordance with the Unit Property Act, the Declaration of Condominium and the Code of Regulations this 11th day of March, A.D., 1977.

VALLEY FORGE TOWER SOUTH CONDOMINIUM COUNCIL

BY: E. VALLANCE WINSLOW, Secretary

COMMONWEALTH OF PENNSYLVANIA: SS COUNTY OF Hontquiery:

elir contained.

On the 24 day of A.D., 1977, before me, the undersigned Notary Public, personally appeared E. Vallance Winslow, known to me (or satisfactorily proven) to be the person whose name is subscribed to the above instrument, and acknowledged that he executed the same for the purposes

WITNESS WHEREOF, I have hereunto set my hand and official se

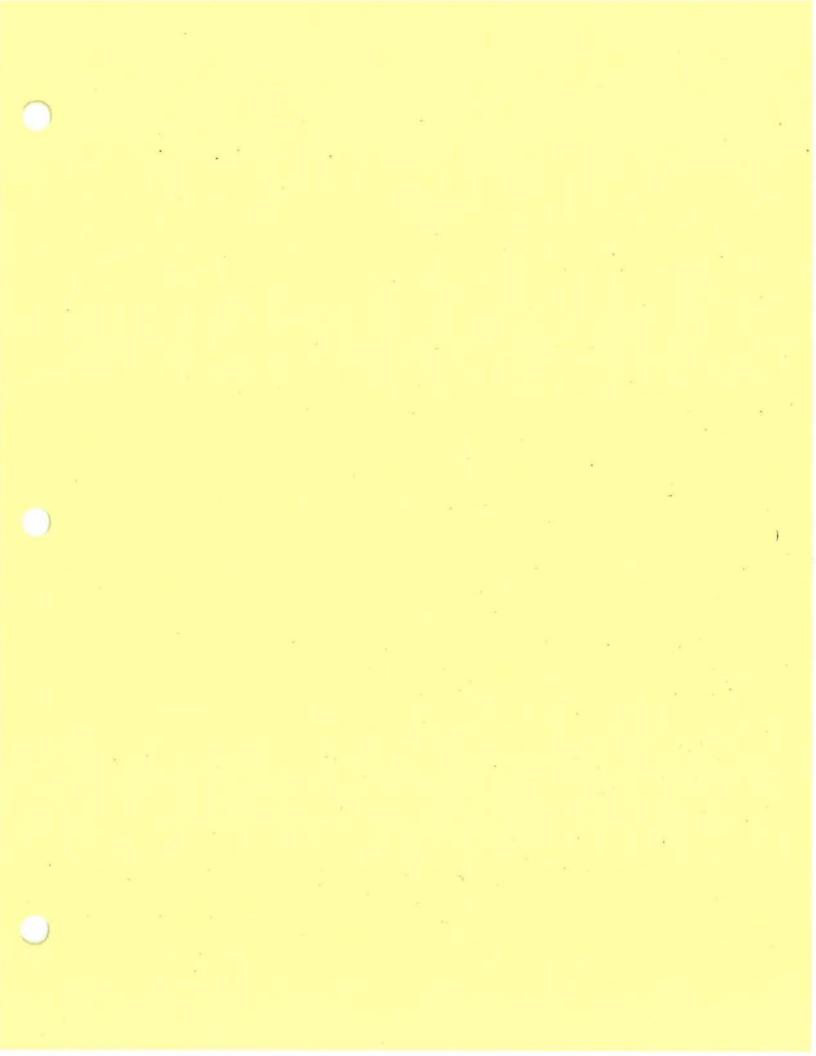
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My Commission Expires Public COMER MERION TWP. MONTGOMERY CO. My Commission expires Oct. 27, 1979

Recorded in the Office of the Recorder of Deeds of Montgomery County in Deed Book No. 422/, page 14/2 , this 2200 day of 1979.

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SECOND AMENDMENT TO CODE OF REGULATIONS OF VALLEY FORGE TOWER SOUTH CONDOMINIUM

WHEREAS, a Code of Regulations of Valley Forge Tower
South Condominium was established and adopted on April 10, 1974
and recorded in the Office of the Recorder of Deeds of Montgomery
County, Pennsylvania, in Deed Book No. 3933 at Page 510 on
April 10, 1974; and

10.00

WHEREAS, the First Amendment to the Code of Regulations of Valley Forge Tower South Condominium was adopted on March 11, 1977 and recorded in the Office of the Recorder of Deeds of Montgomery County, Pennsylvania, in Deed Book No. 4221 at Page 142 on July 22, 1977,

NOW THEREFORE, this Second Amendment to the Code of Regulations of Valley Forge Tower South Condominium is adopted pursuant to the Unit Property Act and the Declaration of Valley Forge Tower South Condominium and the Code of Regulations of Valley Forge Tower South Condominium as follows:

Paragraphs 7E is amended by adding subparagraphs
 and (4) as follows:

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one unit owner against one or more owners for a claim arising out of his or their own misconduct, or arising out of the ownership, occupancy, use, misuse or condition of such unit or units, or arising for any reason under the Declaration, Code and Rules and Regulations, and the Council is also made a defendant in such action, all costs and expenses of Council, including, but not limited to, reasonable attorney's fees in and/or as a result of such action, shall be taxed against the losing owner or owners and the judgment entered against the said unit owner or owners, together with any fees and costs necessary to effectuate collection or enforcement of said judgment, shall be collectible and enforceable in the same manner as is otherwise provided by law. This remedy shall only be available to the Council.

Council against one or more unit owners for any reason authorized by the Declaration, the Code and the Rules and Regulations, all expenses of Council, including, but not limited to, reasonable attorney's fees incurred in connection with the said action, shall be taxed against the losing owner or owners and the judgment entered against the said unit owner or owners, together with any fees and costs necessary to effectuate collection or enforcement of said judgment, shall be collectible or enforceable in the same manner as is otherwise provided by law. This remedy shall only be available to the Council.

2. Effective Date. This Amendment to the Code of Regulations shall become effective when it has been duly entered of record in the Office of the Recorder of Deeds of Montgomery County, Pennsylvania.

CERTIFICATION OF SECRETARY OF VALLEY FORGE TOWER SOUTH CONDOMINIUM COUNCIL

I, CHRISTOPHER B. KNIGHT, Secretary of Valley Forge
Tower South Condominium Council, hereby certify that this
Amendment to the Code of Regulations of Valley Porge Tower
South Condominium has been duly adopted in accordance with
the Uni: Property Act, the Declaration of Condominium and the
Code of Regulations.

Christopher B Kurth

DATED: 3/19/80

CERTIFICATE OF INCUMBENCY

I, HERBERT WEINSTEIN, President of Valley Forge Tower
South Condominium Council, hereby certify that
Christopher B. Knight, is the Secretary of Valley Forge Tower
South Condominium Council.

HERBERT WEINSTEIN, President

DATE: 3/19/80

IN WITNESS WHEREOF, the Valley Forge Tower South Condominium Council has caused this Amendment to the Code of Regulations of Valley Forge Tower South Condominium to be duly executed by its officers this 19th day of March, 1980.

VALLEY FORGE TOWER SOUTH CONDOMINIUM

HERBERT WEINSTEIN, Presidenc

ATTEST:

CHRISTOPHER B. KNIGHT, Secretary

800x4513 pg 414

COMMONWEALTH OF PENNSYLVANIA:
SS.
COUNTY OF PHILADELPHIA:

On this, the 19th day of March, 1980, before me, the undersigned officer, personally appeared HERBERT WEINSTEIN, President and CHRISTOPHER B. KNIGHT, Secretary in due form of law, acknowledged the foregoing Amendment to Code of Regulations of Valley Forge Tower South Condominium to be their act and deed and desire the same might be recorded as such.

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

Motary Public
VALENTINA F. GEFFANO
Notery Public, Phile, Co.
My Commission Expires July 28, 1991

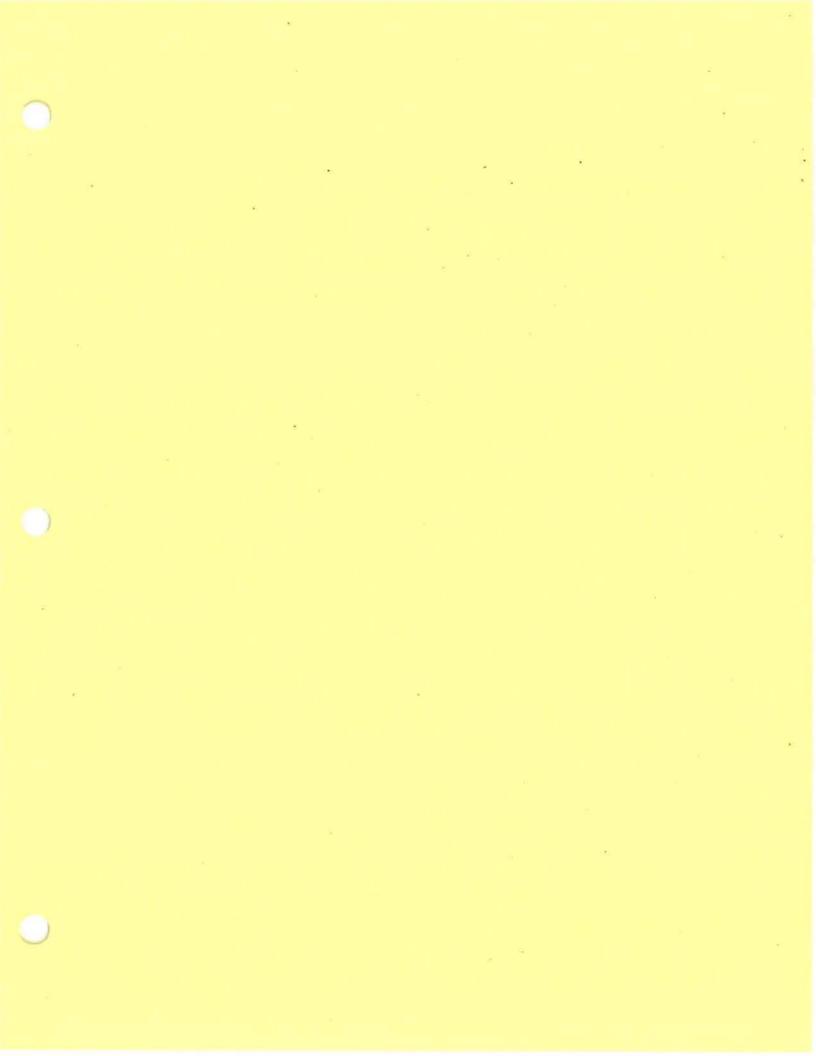
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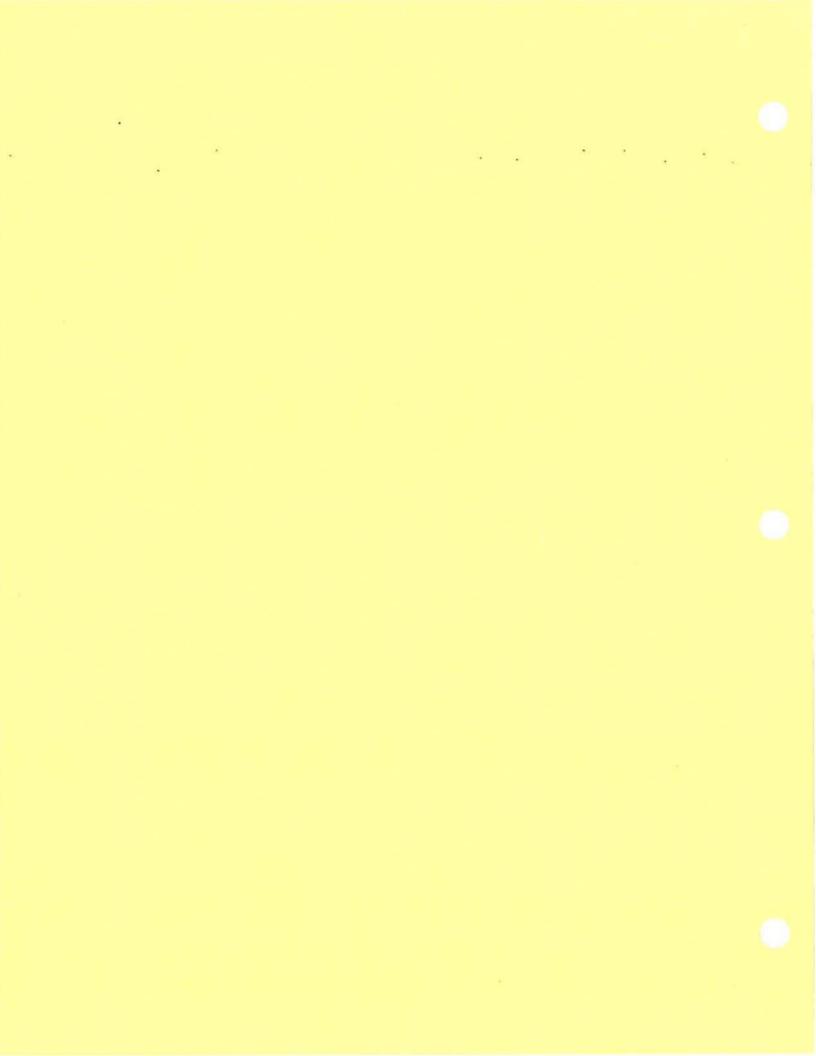
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COMMONWEALTH OF PENNSYLVANIA

85.

COUNTY OF PHILADELPHIA

On this, the 7th day of April , 1981, before me, the undersigned officer, personally appeared HERBERT WEINSTEIN, President, and CHRISTOPHER KNIGHT, Secretary, in due form of law, and acknowledged the foregoing Amendment to Code of Regulations of Valley Forge Tower South Condominium to be their act and deed and desire the same might be recorded as such.

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

Notary Public

Motory Public, Phile, Phile, Go. My Commission Expires May 3, 1888

Sullwar's Asko Ju

Recorded in the Office of the Recorder of Deeds of Montgomery County, Pennsylvania, in Deed Book No. 467, Page 165-this 14 day of Gyr., 1988.

CERTIFICATE OF INCUMBENCY

I, HERBERT WEINSTEIN, President of Valley Forge Tower South Condominium Council, hereby certify that Christopher Knight is the Secretary of Valley Forge Tower South Condominium Council.

HERBERT WEINSTEIN, President

DATE: April 7, 1981

IN WITNESS WHEREOF, the Valley Forge Tower South Condominium Council has caused this Amendment to the Code of Regulations of Valley Forge Tower South Condominium to be duly executed this 7th day of APRIL , 1981.

VALLEY FORGE TOWER SOUTH CONDOMINIUM

HERBERT WEINSTEIN, President

ATTEST:

VALLEY FORGE TOWER SOUTH CONDOMINIUM COUNCIL

I, Christopher Knight, Secretary of Valley Forge Tower South Condominium Council, hereby certify that this Amendment to the Code of Regulations of Valley Forge Tower South Condominium has been duly adopted in accordance with the Unit Property Act, the Declaration of Condominium and the Code of Regulations.

Christophyr KNIGHT, Secretary

DATED: April 7, 1981

- (2) If a Unit is owned by more than one person or by a partnership or corporation, in which event the entitled party shall be the person designated by a certificate duly signed or executed by the Unit Owner(s) and filed with the Secretary, unless and until such designation shall be cancelled or superseded by such Unit Owner(s); or
- (3) If a Unit is held in a fiduciary capacity, in which event the entitled party shall be such fiduciary rather than the beneficiary, unless otherwise designated.
- and wife they may, but shall not be required to, designate a voting member; if they do not designate a voting member, and if both are present at the meeting and are unable 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 vote of the Unit is not divisible); where they do not designate a voting member and only one is present at a meeting, the person present may cast the Unit vote, just as though he or she owned the Unit individually and without establishing the concurrence of the absent person.

If less than a quorum is present at any meeting, a majority of such persons or entitled present in person or by proxy may adjourn the meeting from time to time, and at any adjourned meeting at which a quorum is present, any business may be transacted which could have been transacted in the meeting originally called, without further notice.

- 1. Paragraphs 3, A and B, are amended to read as follows:
- *3. Voting Rights of Unit Owners; Quorum; Vote Necessary; Action by Consent in writing.
- A. For all purposes under the provisions of this paragraph and of this Code, the voting rights of Unit Owners shall be computed on the basis of each Unit Owner's Proportionate Interest. The number of votes to which each Unit shall be entitled hereunder shall be determined by assigning to each of the Units one vote for each .001% of such Unit's Proportionate Interest and one-tenth of one vote for each .0001% of such Unit's Proportionate Interest, with an aggregate of one hundred thousand (100,000) votes for all Unit Owners.
- B. To constitute a quorum, there shall be required to be present at a meeting of Unit Owners, in person or by proxy, entitled parties having Proportionate Interests aggregating sixty percent (60%) and at a meeting of Council, three (3) of its members. An "entitled party" shall be deemed to mean the owners of record of each Unit (including the Declarant) as of the close of business on the business day next preceding the meeting date, subject to the following limitations:
- (1) If a purchaser of Unit exhibits to the secretary a fully executed Agreement of Sale in which the right to vote pending settlement is placed in the purchaser, the entitled party shall be the purchaser;

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THIRD AMENDMENT TO CODE OF REGULATIONS OF VALLEY FORGE TOWER SOUTH CONDOMINIUM

WHEREAS, a Code of Regulations of Valley Forge Tower South Condominium was established and adopted on April 10, 1974 and recorded in the Office of the Recorder of Deeds of Montgomery County, Pennsylvania, in Deed Book No. 3933 at Page 510 on April 10, 1974; and

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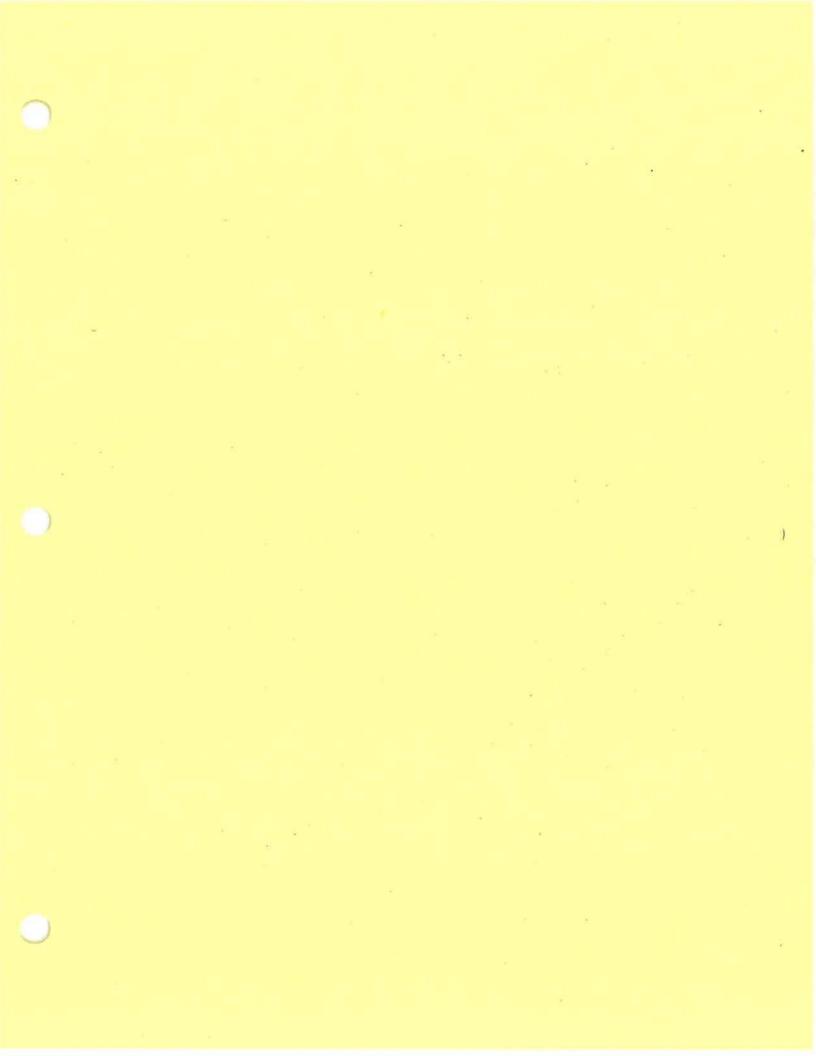
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WHEREAS, the First Amendment to the Code of Regulations of Valley Forge Tower South Condominium was adopted on April 11, 1977 and recorded in the Office of the Recorder of Deeds of Montgomery County, Pennsylvania, in Deed Book No. 4221 at Page 142 on July 22, 1977; and

WHEREAS, the Second Amendment to the Code of Regulations of Valley Forge Tower South Condominium was adopted on March 19, 1980, and recorded in the office of the Recorder of Deeds of Montgomery County, Pennsylvania, in Deed Book No. 4513 at Page 411 on March 28, 1980.

NOW THEREFORE, this Third Amendment to the Code of Regulations of Valley Forge Tower South Condominium is adopted pursuant to the Unit Property Act and the Declaration of Valley Forge Tower South Condominium and the Code of Regulations of Valley Forge Tower South Condominium as follows:

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FOURTH AMENDMENT TO CODE OF REGULATIONS OF VALLEY FORGE TOWERS SOUTH CONDOMINIUM

WHEREAS, a Code of Regulations of Valley Forge Towers South
Condominium was established and adopted on April 10, 1974 and
recorded in the Office of the Recorder of Deeds of Montgomery County,
Pennsylvania, in Deed Book No. 3933 at Page 510 on April 10, 1974; and

WHEREAS, the First Amendment to the Code of Regulations was adopted on April 11, 1977 and recorded in the Office of the Recorder of Deeds of Montgomery County, Pennsylvania, in Deed Book No. 4221 at Page 142 on July 22, 1977; the Second Amendment to the Code of Regulations was adopted on March 19, 1980, and recorded in the Office of the Recorder of Deeds of Montgomery County, Pennsylvania, in Deed Book No. 4513 at Page 411 on March 28, 1980; and the Third Amendment to the Code of Regulations was adopted on April 7, 1981 and recorded in the Office of the Recorder of Deeds of Montgomery County, Pennsylvania, in Deed Book No. 4617 at Page 165 on April 14, 1981.

NOW THEREFORE, a Fourth Amendment to the Code of Regulations of Valley Forge Towers South Condominium was adopted at the annual meeting of the unit owners on March 8, 1985 pursuant to the Unit Property Act, the Declaration of Valley Forge Towers South Condominium, and the Code of Regulations of Valley Forge Towers South Condominium. The amendment to paragraph 4A of the Code of Regulations is as follows:

4. Council; Number of Members; Term; Vacancies.

A. The Council shall be composed of five (5) members who shall be unit owners and shall be residents of Pennsylvania.

Council members shall not be compensated for so acting.

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CERTIFICATE OF INCUMBENCY

I, HERBERT WEINSTEIN, President of Valley Forge Towers South Condominium Council, hereby certify that Raymond T. Redamer is the Secretary of the Valley Forge Towers South Condominium Council.

HERBERT WEINSTEIN, President

DATE: May 22, 1985

IN WITNESS WHEREOF, the Valley Forge Towers South Condominium Council has caused this Amendment to the Code of Regulations of Valley Forge Towers South Condominium to be duly executed this 22nd day of May , 1985.

VALLEY FORGE TOWERS SOUTH

BV.

HERBERT WEINSTEIN, President

RAYMOND T. REDAMER, Secretary

STATE -
LOCAL —

CERTIFICATION OF SECRETARY OF VALLEY FORGE TOWER SOUTH CONDO: INIUM COUNCIL

I, RAYMOND T. REDAMER; Secretary of Valley Forge Towers South Condominium Council, hereby certify that this Amendment to the Code of Regulations of Valley Forge Towers South Condominium was duly adopted in accordance with the Unit Property Act, the Declaration of Condominium and the Code of Regulations.

RAYMOND T. REDAMER, Secretary

DATED: JNNE 13, 1985

STATE OF PENNSYLVANIA

: 55

COUNTY OF MONTGOMERY

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On this, the 3 day of , 1985 before me, the undersigned officer, personally appeared RAYMOND T. REDAMER known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, who acknowledged himself to be the Secretary of Valley Forge Tower South Condominium Council, and that he as such Secretary, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing his name as as such officer.

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

Hotary Public

My Commission Expires

SQLORES 2. SPARTUT, NOTHITY PORTS

Apper Merion Torp., Montgomery Co.

My Commission Expires Oct. 27, 1987

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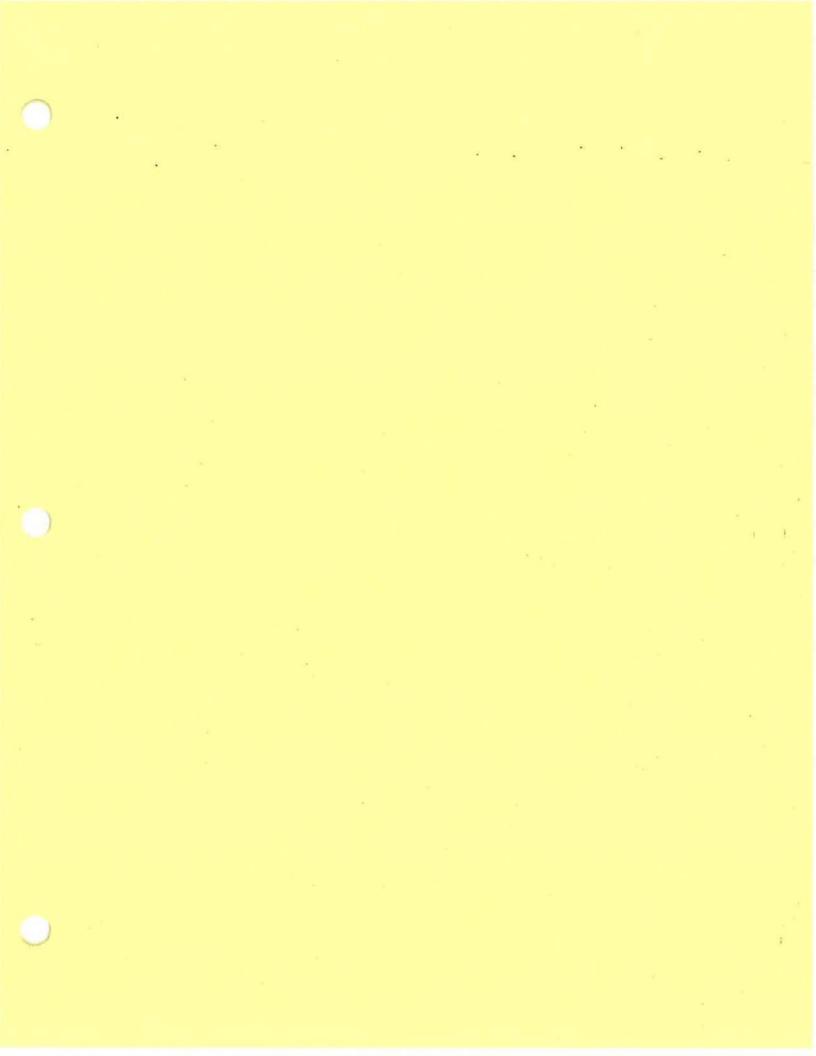
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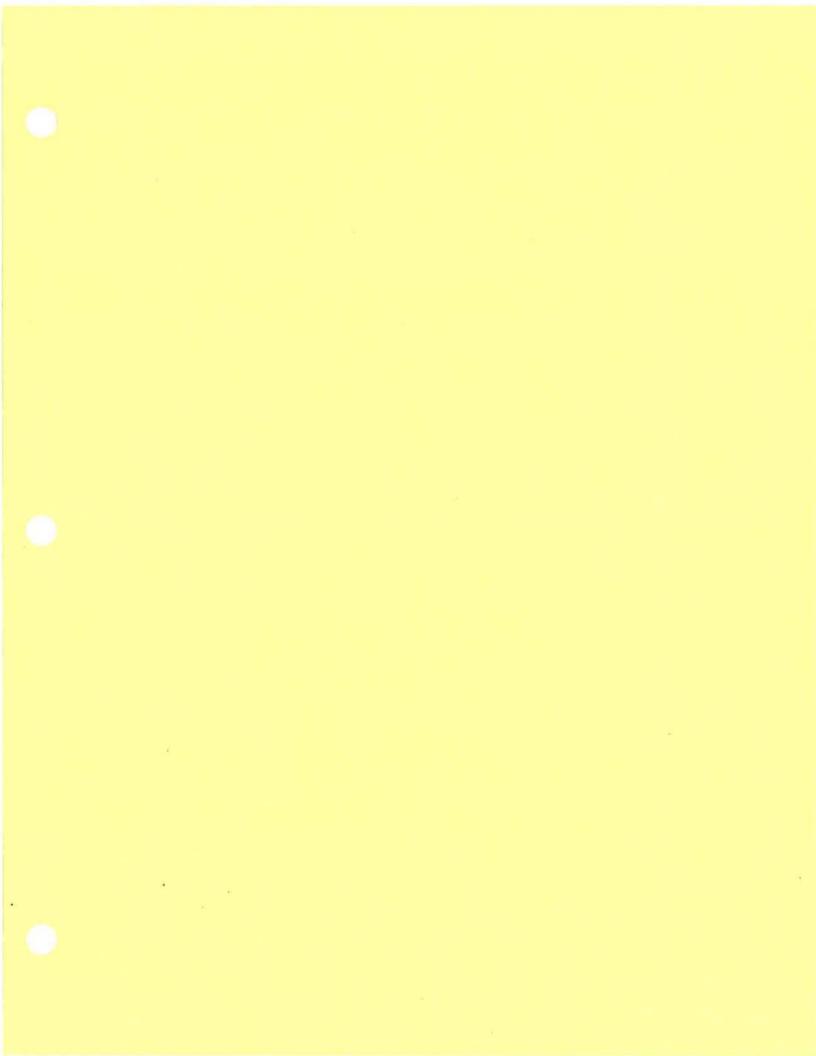
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FIFTH AMENDMENT TO CODE OF REGULATIONS OF VALLEY FORGE TOWERS SOUTH CONDOMINIUM

WHEREAS, a Code of Regulations of Valley Forge Towers South Condominium was established and adopted on April 10, 1974, and recorded in the Office of the Recorder of Deeds of Montgomery County, Pennsylvania, in Deed Book No. 3933 at Page 510 on April 10, 1974, (as amended, the "Code"); and

WHEREAS, the First Amendment to the Code of Regulations of the Valley Forge Towers South Condominium was adopted on April 11, 1977, and recorded in the Office of the Recorder of Deeds of Montgomery County, Pennsylvania, in Deed Book NO. 4221 at Page 142 on July 22, 1977; the Second Amendment to the Code of Regulations of the Valley Forge Towers South Condominium was adopted on March 19, 1980, and recorded in the Office of the Recorder of Deeds of Montgomery County, Pennsylvania, in Deed Book No. 4513 at Page 411 on March 28, 1980; the Third Amendment to the Code of Regulations of the Valley Forge Towers South Condominium was adopted on April 7, 1981, and recorded in the Office of the Recorder of Deeds of Montgomery County, Pennsylvania, in Deed Book No. 4617 at Page 165 on April 14, 1981; and the Fourth Amendment to the Code of Regulations of the Valley Forge Towers South Condominium was adopted on March 8, 1985, and recorded in the Office of the Recorder of Deeds of Montgomery County, Pennsylvania, in Deed Book No. 4769 at Page 1105 on June 19, 1985;

NOW, THEREFORE, be it known that this Fifth Amendment to the Code of Regulations of the Valley Forge Towers South

Condominium was adopted at the annual meeting of the unit owners on December 17, 1997, pursuant to the Unit Property Act, the Declaration of Valley Forge Towers South Condominium and the Code of Regulations of the Valley Forge Towers South Condominium, all as previously amended, and amends the Code as follows:

- 1. The first sentence of Paragraph 2.A(1) of the Code is deleted and is replaced by the following:
 - "A: An annual meeting of Unit Owners shall be held on the second Wednesday in June of each year, if a business day, and if not, on the next succeeding business day, or on such other day as Council shall determine."
- 2. Paragraph 7.E(4) of the code is deleted and is replaced by the following:
 - "(4) In the event any legal action is brought by Council and/or the Condominium Association against one or more Unit Owners for any reason authorized by the Declaration, the Code and/or the Rules and Regulations, all expenses of Council and/or the Condominium Association, including, but not limited to, reasonable attorney's fees incurred in connection with the said action, shall be taxed against the losing Unit Owner or Owners and the judgment entered against the said Unit Owner or Owners, together with any fees and costs necessary to effectuate collection or enforcement of said judgment, shall be collectible or enforceable in the same manner as is otherwise provided by law. This remedy shall only be available to the Council and/or the Condominium Association."
 - 3. A new Paragraph 7.E(5) is added to the Code as follows:
 - "(5) In the event any legal action is brought by one or more Unit Owners against the Condominium Association and/or Council, which legal action is ultimately resolved in favor of the Condominium Association and/or Council, the Unit Owner or Owners who brought such legal action shall be responsible for paying all costs and expenses of the Condominium Association and/or Council in connection therewith, including, but not limited to, reasonable attorney's fees in and/or as a result of such action, which costs and expenses shall be taxed against such Owner or Owners

and the judgment entered against such Unit Owner or Owners, together with any fees and costs necessary to be collectible and enforceable in the same manner as is otherwise provided by law."

As amended hereby, the Code is ratified and confirmed.

This Fifth Amendment to Code of Regulations of Valley Forge Towers South Condominium shall become effective when it has been duly entered or recorded in the Office of the Recorder of Deeds of Montgomery County, Pennsylvania.

IN WITNESS WHEREOF, the Valley Forge Towers South

Condominium Council has caused this Fifth Amendment to the Code

of Regulations of Valley Forge Towers South Condominium to be

duly executed this 5th day of February, 1998.

ATTEST:

Jack Moser, Secretary

VALLEY FORGE TOWERS SOUTH CONDOMINIUM ASSOCIATION

By:

Charles Plumridge / President

CERTIFICATE OF INCUMBENCY

I, CHARLES PLUMRIDGE, President of Valley Forge Towers South Condominium Council, hereby certify that Jack Moser is the Secretary of the Valley Forge Towers South Condominium Council.

harles Plummidge, Fresident

DATED: 6, 1998

CERTIFICATE OF SECRETARY OF VALLEY FORGE TOWERS SOUTH CONDOMINIUM COUNCIL

I, JACK MOSER, Secretary of Valley Forge Towers South Condominium Council, hereby certify that the attached Fifth Amendment to the Code of Regulations of the Valley Forge Towers South Condominium was duly adopted in accordance with the Unit Property Act, the Declaration of Condominium and the Code of Regulations, all as previously amended.

Jack Moser, Secretary STATE OF PENNSYLVANIA: 88 COUNTY OF MONTGOMERY : On this, the _ day of the undersigned officer, personally appeared (known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, who acknowledged himself to be Secretary of the Valley Forge Towers South Condominium Council, and that he as such Secretary, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing his name as such officer. IN WITNESS WHEREOF, I have hereunto set my hand and official seal. NOTARIAL SEAL My Commission Expires: DIANE S. SYPHERD, Notary Public Upper Merion Twp., Montgomery County My Commission Expires Dec. 13, 1999 (SEAL)

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SIXTH AMENDMENT TO CODE OF REGULATIONS OF VALLEY FORGE TOWERS SOUTH CONDOMINIUM

WHEREAS, a Code of Regulations of Valley Forge Towers South Condominium was established and adopted on April 10, 1974, and recorded in the Office of the Recorder of Deeds of Montgomery County, Pennsylvania, in Deed Book No. 3933 at Page 510 on April 10, 1974, (as amended, the "Code"); and

WHEREAS, the First Amendment to the Code of Regulations of the Valley Forge Towers South Condominium was adopted on April 11, 1977, and recorded in the Office of the Recorder of Deeds of Montgomery County, Pennsylvania, in Deed Book No. 4221 at Page 142 on July 22, 1977; the Second Amendment to the Code of Regulations of the Valley Forge Towers South Condominium was adopted on March 19, 1980, and recorded in the Office of the Recorder of Deeds of Montgomery County, Pennsylvania, in Deed Book No. 4513 at Page 411 on March 28, 1980; the Third Amendment to the Code of Regulations to the Valley Forge Towers South Condominium was adopted on April 7, 1981, and recorded in the Office of the Recorder of Deeds of Montgomery County, Pennsylvania, in Deed Book No. 4617 at Page 165 on April 14, 1981; and the Fourth Amendment to the Code of Regulations of the Valley Forge Towers South Condominium was adopted on March 8, 1985, and recorded in the Office of the Recorder of Deeds of Montgomery County, Pennsylvania, in Deed Book No. 4769 at Page 1105 on June 19, 1985; and the Fifth Amendment to the Code of Regulations of the Valley Forge Towers South Condominium was adopted on December 17, 1997, and recorded in the Office of the Recorder of Deeds of Montgomery

County, Pennsylvania, in Deed Book No. 5222 at Page 1530 on April 16, 1998.

NOW, THEREFORE, be it known that this Sixth Amendment to the Code of Regulations of Valley Forge Towers South Condominium was adopted at a meeting of the Unit Owners on April 29, 1998, pursuant to the Unit Property Act, the Declaration of Valley Forge Towers South Condominium and the Code of Regulations of the Valley Forge Towers South Condominium, all as previously amended, and amends the Code as follows:

- 1. Paragraph 4A as set forth in the Fourth Amendment to the Code of Regulations is hereby deleted and replaced with the following:
 - "4A. The Council shall be composed of five (5) members who shall be Unit Owners, who have owned said unit for a minimum of two (2) years prior to the date of the current election. Council members shall not be compensated for so acting. If in any fiscal year, there is an insufficient number of candidates to fill the five (5) positions on the Council, then the Council shall select someone who meets all the requirements in the same manner as filling a vacancy.
- 2. Paragraph 4B as set forth in the First Amendment to the Code of Regulations is hereby deleted and replaced with the following:
 - "4B. (1). The election of members of Council shall take place annually at a special meeting called to conduct the election process. The elections shall be conducted by a Judge of Elections, who will be selected each year by the Council. The Judge of Elections shall have no family relationship with any of the candidates involved in the election or any members of Council who are entering their second year. The Judge of Elections is responsible for the process of passing out ballots to eligible Unit Owners, the security of the ballot boxes, absentee ballots, and the counting of votes.

- (2.) Absentee ballots must be filled in by the record Unit Owner(s) only and delivered in person or mailed to the ballot box in the Management Office in a sealed envelope not later than 5:00 P.M. on the day of the election.
- (3.) Each Unit Owner who is in good standing shall be entitled to vote the proportionate number of votes allocated to their Unit. Absentee ballots will be made available to Unit Owners who are unavailable to attend a meeting when the election takes place. No provision will be made for proxy voting by one Unit Owner for another Unit Owner.
- (4.) Any number of candidates may run for election, provided that all candidates must be Unit Owners, who have owned their Units for two (2) years prior to becoming a candidate, and they must be in good standing with no financial arrearage on their condominium account.
- (5.) At each election the Unit Owners shall elect three (3) members of Council (except at the 1998 election when there shall be elected five (5) members of Council). The two (2) members of Council elected receiving the greatest number of votes shall each serve for two (2) years and until their respective successors are elected. The remaining member(s) of Council elected shall serve until the next succeeding election and until their respective successor(s) are elected.
- 3. Paragraph 3B as set forth in the Third Amendment to the Code of Regulations is hereby amended to read as follows:
 - "3B. To constitute a quorum, there shall be required to be present at the annual election of Council members or a meeting of Unit Owners, in person or by absentee ballot, entitled parties having Proportionate Interests aggregating sixty percent (60%) and at a meeting of Council, three (3) of its members. No provision will be made for proxy voting by one (1) Unit Owner for another Unit Owner. An "entitled party" shall be deemed to mean the owners of record of each Unit as of the close of business on the business day next preceding the meeting date, subject to the following limitations:
 - (1) Absentee ballots must be filled in by the record Unit Owner(s) only and delivered in person or mailed to the ballot box in the Management Office in a sealed envelope not later than 5:00 P.M. on the day of the election or the meeting.

- (2) If a purchaser of Unit exhibits to the Secretary a fully executed Agreement of Sale in which the right to vote pending settlement is placed in the purchaser, the entitled party shall be the purchaser;
- (3) If a Unit is owned by more than one person or by a partnership or corporation, in which event the entitled party shall be the person designated by a certificate duly signed or executed by the Unit Owner(s) and filed with the Secretary, unless and until such designation shall be canceled or superseded by such Unit Owner(s); or
- (4) If a Unit is held in a fiduciary capacity, in which event the entitled party shall be such fiduciary rather than the beneficiary, unless otherwise designated.
- (5) If the Unit is jointly owned by a husband and wife they may, but shall not be required to, designate a voting member; if they do designate a voting member, and if both are present at the meeting and are unable 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 vote of the Unit is not divisible); where they do not designate a voting member and only one is present at a meeting, the person present may cast the Unit vote, just as though he or she owned the Unit individually and without establishing the concurrence of the absent person.

If less than a quorum is present at any meeting, a majority of such persons or entitled present in person may adjourn the meeting from time to time, and at any adjourned meeting at which a quorum is present, any business may be transacted which could have been transacted in the meeting originally called, without further notice.

As amended hereby, the Code is ratified and confirmed.

This Sixth Amendment to the Code of Regulations of the Valley Forge Towers South Condominium shall become effective when it has been duly entered and recorded in the Office of the Recorder of Deeds of Montgomery County, Pennsylvania.

IN WITNESS WHEREOF, the Valley Forge Towers South Condominium Council has caused this Sixth Amendment to the Code of Regulations of Valley Forge Towers South Condominium to be duly executed this 4^{44} day of 770^{44} , 1998.

ATTEST:

VALLEY FORGE TOWERS SOUTH CONDOMINIUM ASSOCIATION

Jack Moser, Secretary

Charles Plumridge / Pres

President

CERTIFICATE OF INCUMBENCY

I, CHARLES PLUMRIDGE, President of the Valley Forge Towers
South Condominium Council, hereby certify that Jack Moser is
the Secretary of the Valley Forge Towers South Condominium

Council.

Charles Plumridge, President

DATED: <u>5/4</u>, 1998

CERTIFICATE OF SECRETARY OF VALLEY FORGE TOWERS SOUTH CONDOMINIUM COUNCIL

I, JACK MOSER, Secretary of Valley Forge Towers South Condominium Council, hereby certify that the attached Sixth Amendment to the Code of Regulations of the Valley Forge Towers South Condominium was duly adopted in accordance with the Unit Property Act, the Declaration of Condominium and the Code of Regulations, all as previously amended.

Regulations, all as previously amended.
(Jack Moser, Secretary
DATED:
STATE OF PENNSYLVANIA:
: SS
COUNTY OF MONTGOMERY:
On this, the
IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notarial Seal

Dolores S. Brandt, Notary Public

Upper Merion Twp., Montgomery County

My Commission Expires Nov. 15, 1999

My Commission Expires:

(SEAL)

.V.F. TOWER SOUTH UNIT PARCEL NO. 04-26-1985 Page 1

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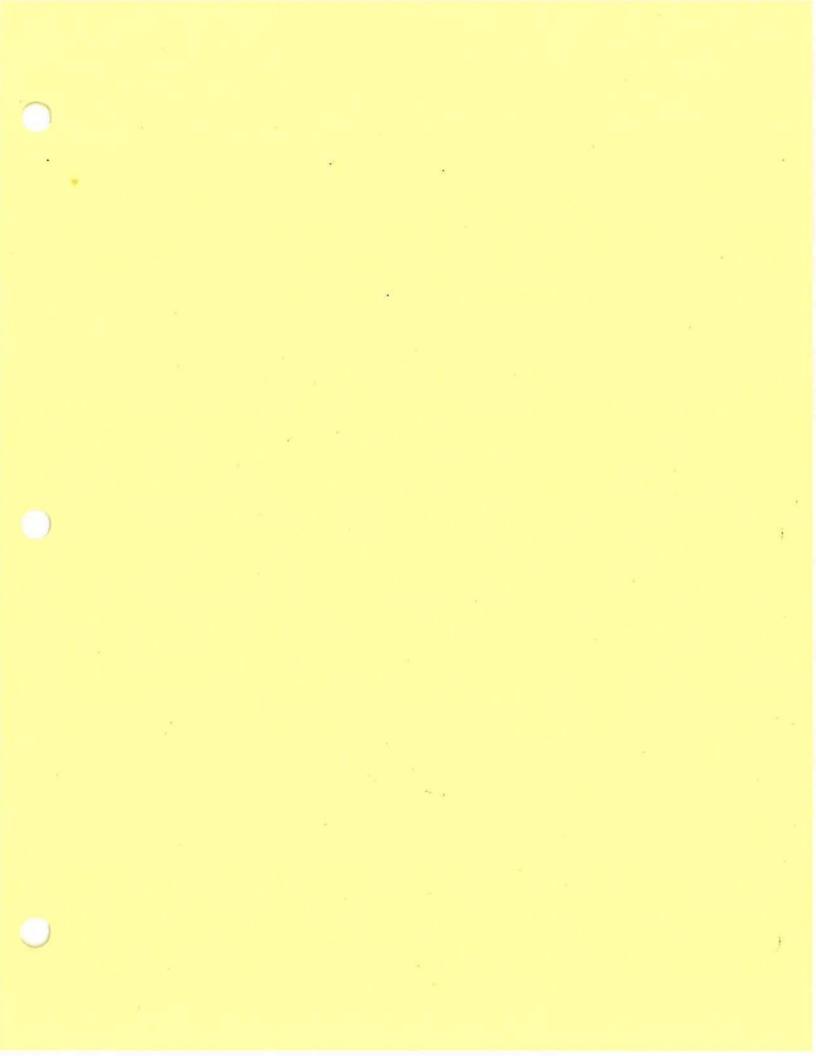
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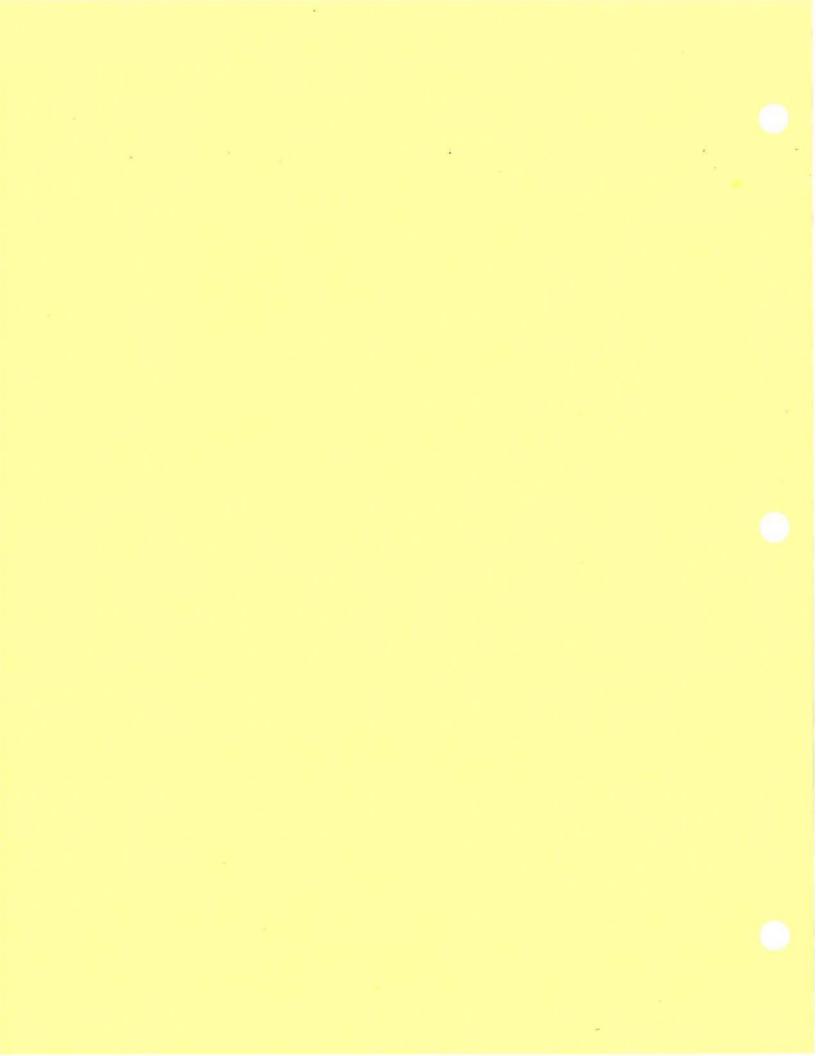
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SEVENTH AMENDMENT TO CODE OF REGULATIONS OF VALLEY FORGE TOWERS SOUTH CONDOMINIUM

WHEREAS, a Code of Regulations of Valley Forge Towers South Condominium was established and adopted on April 10, 1974, and recorded in the Office of the Recorder of Deeds of Montgomery County, Pennsylvania, in Deed Book No. 3933 at Page 510 on April 10, 1974, (as amended, the "Code"); and

WHEREAS, the First Amendment to the Code of Regulations of the Valley Forge Towers South Condominium was adopted on April 11, 1977, and recorded in the office of the Recorder of Deeds of Montgomery County, Pennsylvania, in Deed Book No. 4221 at Page 142 on July 22, 1977; the Second Amendment to the Code of Regulations of the Valley Forge Towers South Condominium was adopted on March 19, 1980, and recorded in the office of the Recorder of Deeds of Montgomery County, Pennsylvania, in Deed Book No. 4513 at Page 411 on March 28, 1980; the Third Amendment to the Code of Regulations of the Valley Forge Towers South Condominium was adopted on April 7, 1981, and recorded in the office of the Recorder of Deeds of Montgomery County, Pennsylvania, in Deed Book No. 4617 at Page 165 on April 14, 1981; and the Fourth Amendment to the Code of Regulations of the Valley Forge Towers South Condominium was adopted on March 8, 1985, and recorded in the office of the Recorder of Deeds of Montgomery County, Pennsylvania, in Deed Book No. 4769 at Page Alos on June 19, 1985; the Fifth Amendment to the Code of Regulations of the Valley Forge Towers South Condominium was adopted on December 17, 1997, and recorded in the office of the Recorder of Deeds of Montgomery County, Pennsylvania, in Deed Book No. 5222 at Page 1530 on April 16, 1998; and the Sixth Amendment to the Code of Regulations of the Valley Forge Towers South Condominium was adopted on May 4, 1998, and recorded in the office of the Recorder of Deeds of Montgomery County,

Pennsylvania, in Deed Book No.5333 at Page/530 on 4/16/1998 Date;

NOW, THEREFORE, be it known that this Seventh Amendment to the Code of Regulations of the Valley Forge Towers South Condominium was adopted on September 14, 2009, pursuant to the Unit Property Act, the Declaration of Valley Forge Towers South Condominium, the By-Laws of the Valley Forge Towers South Condominium, and the Code of Regulations of Valley Forge Towers South Condominium, all as previously amended, and amends the Code as follows:

1. Paragraph 3B as set forth in the Sixth Amendment to the Code of Regulations is hereby deleted and replaced with the following:

"3B. To constitute a quorum, there shall be required to be present at the annual election of Council members or a meeting of Unit Owners, in person or by absentee ballot, entitled parties having Proportionate Interests aggregating sixty percent (60%) and at a meeting of Council, three (3) of its members. No provision will be made for proxy voting by one (1) Unit Owner for another Unit Owner. An "entitled party" shall be deemed to mean the owners of record of each Unit as of the close of business on the business day next preceding the meeting date, subject to the following limitations:

- (1) Absentee ballots must be filled in by the record Unit Owner (s) only and delivered in person or mailed to the ballot box in the management Office in a sealed envelope not later than 5:00 P.M. on the day of election or the meeting,
- (2) If a purchaser of Unit exhibits to the Secretary a fully executed Agreement of Sale in which the right to vote pending settlement is placed in the purchaser, the entitled party shall be the purchaser,

- (3) If a Unit is owner by more than one person or by a partnership or corporation, in which event the entitled party shall be the person designated by a certificate duly signed or executed by the Unit Owner(s) and filed with the Secretary, unless and until such designation shall be cancelled or superseded by such Unit Owner(s); or
- (4) If a Unit is held in a fiduciary capacity, in which event the entitled party shall be such fiduciary rather than the beneficiary, unless otherwise designated;
- (5) If the Unit is jointly owned by a husband and wife they may, but shall not be required to, designate a voting member; if they do not designate a voting member, and if both are present at the meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at the meeting (the vote of the Unit is not divisible); where they do not designate a voting member and only one is present at a meeting, the person may cast the Unit vote, just as though he or she owned the Unit individually and without establishing the concurrence of the absent person.

If less than a quorum is present at any meeting, a majority of such persons or entitled parties present in person may adjourn the meeting and reschedule the meeting at a later time; any business which was scheduled for the original meeting may be transacted without further notice, by majority of the members present at this subsequent meeting.

3. A new paragraph is added to Section 3B as follows:

If the meeting is the annual meeting to elect Council members, and a quorum is not achieved, then the existing Council members shall continue in their capacity for the following year; the two (2) members who have just served the first year of a two-year term, as per Section 4B (5) of the Sixth Amendment, will have their term reset to begin the first year of their 2-year term again; the three (3) members who have just served the full year of a one-year term, as per Section 4B (5) of the Sixth Amendment, will have their term

reset to begin their 1-year term again; in this manner, the original intent to have continuity of at least two (2) Council members from year to year will be met.

As amended hereby, the Code is ratified and confirmed.

This Seventh Amendment to the Code of Regulations of the Valley Forge Towers South Condominium shall become effective when it has been duly entered and recorded in the Office of the Recorder of Deeds of Montgomery County, Pennsylvania.

IN WITNESS WHEREOF, the Valley Forge Towers South Condominium Council has caused this Seventh Amendment to the Code of Regulations of Valley Forge Towers South Condominium to be duly executed this 14TH day of September, 2009.

ATTEST:

VALLEY FORGE TOWERS SOUTH
CONDOMINIUM ASSOCIATION

Stanton Hershman, Secretary

Herbert Vichnin, President

CERTIFICATE OF INCUMBENCY

I, Herbert Vichnin, President of the Valley Forge
Towers South Condominium Council, hereby certify that
Stanton Hershman is the Secretary of the Valley Forge Towers
South Condominium Council.

Herbert Vichnin, President

DATED: September 14, 2009

CERTIFICATE OF SECRETARY OF VALLEY FORGE TOWERS SOUTH CONDOMINIUM COUNCIL

I, Stanton Hershman, Secretary of Valley Forge Towers South Condominium Council, hereby certify that the attached Seventh Amendment to the Code of Regulations of the Valley Forge Towers South Condominium was duly adopted in accordance with the Unit Property Act, the Declaration of Valley Forge Towers South Condominium, the By-Laws of Valley Forge Towers South Condominium, and the Code of Regulations of Valley Forge Towers South Condominium, all as previously amended.

Stanton Hershman, Secretary

DATED: 1/25/	2010
STATE OF PENNSYLVANIA:	SS

On this, the John day of January, 2010, before me the undersigned officer, personally appeared January Known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, who acknowledged himself to be Secretary of the Valley Forge Towers South Condominium Council, and that he as such Secretary, being authorized to do so, executed the foregoing instrument for the purposes contained by signing his name as such officer.

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

Notary Public

My Commission Expires: (SEAL)

COUNTY OF MONTGOMERY :

NOTARIAL SEAL
ANDREA R. COHEN, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires October 23, 2012

COMMONWEALTH OF PERMISYLVANIA

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