



# KLF Legal Briefs

## SPECIAL POINTS OF INTEREST:

- Dying without a will is controlled by the PA Intestacy Laws.
- A will gives you control over who administers your estate and who gets your assets.
- Unmarried couples buying a home need extra legal protection.
- Require a "Certificate of Resale" prior to buying or selling in a planned community.

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## Dying without a Will!

Many people don't consider having a will prepared until someone close to them dies. The shock of losing a loved one often prompts many to "get their own affairs in order". Unfortunately, many others fail to take that important step and end up dying without a will.

A person who dies without a will in Pennsylvania is said to have died "intestate". At that point, the PA intestacy laws take over regarding who administers the estate and who is a beneficiary or "heir" under the estate.

It's a misconception that when one dies without the will in PA that the Commonwealth of Pennsylvania automatically takes everything. However, when one dies intestate, they do lose a measure of control over who

administers the estate and how their property is divided. Generally speaking, whether a person is an "heir" under the will depends on their relationship to the deceased.

First of all, instead of the deceased having previously named an "executor" of their estate in a will, for an intestate estate the court must grant "letters of ad-



ministration" to someone pursuant to the Intestate Succession Statute.

Secondly, who gets what is de-

pendent on whether or not the deceased is survived by a spouse, children, parents, siblings, grandparents, aunt and uncles, and their children and grandchildren.

For instance, if the deceased was survived by his or her spouse but no children or parents, the surviving spouse receives the entire estate. However, if the deceased was survived by his or her spouse, and had surviving children, all of who are also children of the surviving spouse, then the surviving spouse receives the first \$30,000 plus one-half of the remaining estate, if any.

The best way to handle this scenario? Have an attorney draft a will for you that names an executor of your choosing, and disposes of your property pursuant to your wishes.

## Buying a Home as an Unmarried Couple

The traditional married couple buying a home may be a thing of the past. Many unmarried couples are buying a home together either prior to marriage, or with no intent on ever getting married. This opens up a host of potential pitfalls to the unsuspecting couple. Unmarried couples do not necessarily have the

same legal protections that married couples have should they split up or should one partner die. By law, married couples are tenants by the entirety, meaning they each own an undivided, unalienable interest in the entire property, and also share equal responsibility to pay the mortgage if they divorce or one dies.

Not so with unmarried couples absent a written agreement outlining each partner's rights and responsibilities. Issues such as who stays in the home after a breakup, how the proceeds are split after a sale of the house, and who's name is on the deed are only a handful of the issues that need to be clearly defined.



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- This newsletter is only intended to provide general information and is not intended to provide specific legal advice.



# Resale of Units in Planned Communities

Many homeowners today are living in either planned communities or condominiums subject to either the Uniform Planned Community Act ("UPCA"), or Uniform Condominium Act ("UCA"). Prior to selling their property, such homeowners are required to furnish to the purchaser, prior to execution of a sales agreement, a copy of the declaration, the bylaws, the rules and regulations of the association, and a certificate of resale containing numerous statements, such as in part::

- ◆ A statement disclosing any "right of first refusal" on the property.
- ◆ A statement pertaining to assessments for common expenses, including any unpaid common expenses and/or any special assessments due.

- ◆ A statement of any other fees payable by homeowners.
- ◆ A statement of any capital expenditures proposed by the association for the current and two next succeeding fiscal years.
- ◆ A statement of the amount of any reserves for capital expenditures and of any portions of



those reserves designated by the association for any specified project.

- ◆ The current operating budget of the association, and the most recent regularly prepared balance sheet and income and expense statement, if any, of the association.

The association has ten days after a request by a homeowner to furnish the certificate and copies of all documents necessary to enable the homeowner to comply with the law. A homeowner providing a certificate to a purchaser is not liable to the purchaser for any erroneous information provided by the association and included in the certificate. However, the purchase contract is voidable by the purchaser until the certificate has been provided and for five days thereafter or until conveyance, whichever occurs first.