

PREPARED BY: WIX, WENGER & WEIDNER, P.C.

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PARCEL ID:

68-049-001	68-049-021	68-049-041	68-049-061	68-049-081
68-049-002	68-049-022	68-049-042	68-049-062	68-049-082
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68-049-004	68-049-024	68-049-044	68-049-064	68-049-084
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68-049-018	68-049-038	68-049-058	68-049-078	68-049-098
68-049-019	68-049-039	68-049-059	68-049-079	68-049-099
68-049-020	68-049-040	68-049-060	68-049-080	68-049-100

Pursuant to the provisions of 68 Pa.C.S.A. Section 3219(c), this Fourth Amendment to the Declaration of Condominium shall be recorded in the Office of the Recorder of Deeds in and for Dauphin County, Pennsylvania and is to be indexed in the name of Clover Lee, a Condominium, in both the grantor and grantee index.

The real property made subject to this Fourth Amendment to the Declaration of Condominium is located in West Hanover Township, Dauphin County, Pennsylvania

FOURTH AMENDMENT TO THE DECLARATION OF CONDOMINIUM

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THIS FOURTH AMENDMENT TO THE DECLARATION OF CONDOMINIUM (the "Fourth Amendment") is made as of the 21 day of August, 2025, by the Unit Owners of 67 Units in the **Clover Lee Condominium Association** (the "Association"), being at least sixty-seven (67%) percent of the voting interests of the Unit Owners within the Clover Lee, a Condominium.

RECITALS:

The background of this Fourth Amendment is as follows:

R-1. Pursuant to a Declaration of Clover Lee, a Condominium (the "Initial Declaration") dated May 19, 2000 and recorded August 31, 2000 in the Dauphin County Recorder of Deeds Office in Record Book 3547, page 478 (as amended¹, the "Declaration"), certain real estate located in West Hanover Township, Dauphin County, Pennsylvania was submitted to the provisions of the Pennsylvania Uniform Condominium Act, 68 Pa.C.S.A. §§3301 – 3314 (the "Act"), as a flexible condominium known as the Clover Lee, a Condominium (the "Condominium").

R-2. Article X, Section 10.02. of the Declaration sets forth the rights and obligations for Unit Owners to lease or sublease their Units, which Article the Unit Owners wish to amend as more specifically set forth herein.

R-3. The Unit Owners desire to amend the Declaration as provided in Article XV, Section 15.05 of the Declaration, which provides that the Declaration may be amended in the manner set forth in section 3219 of the Act.

R-4. Section 3219 of the Act provides that a declaration may be amended by a vote or agreement of the unit owners of units to which at least sixty-seven percent (67%) of the votes in the Association are allocated.

R-5. As of the date of this Fourth Amendment, there are one hundred (100) Units owned by Unit Owners. At least sixty-seven percent of the Unit Owners is sixty-seven (67) Unit Owners.

R-6. The requisite number of Unit Owners has approved this Fourth Amendment as certified by the Secretary of the Association pursuant to the attached Secretary's Certificate which is incorporated herein by reference as if set forth in full.

¹ The Initial Declaration was amended with three amendments, the last of which is the Third Amendment to Declaration of Clover Lee, a Condominium dated May 27, 2003 and recorded May 28, 2003 in the Dauphin County Recorder of Deeds Office in Record Book 4928, Pages 605 – 634, and which Third Amendment identifies all other prior amendments to the Initial Declaration.

R-7. The Association, by its execution of this Fourth Amendment, joins in this Fourth Amendment to the extent it is required by section 3219(e) of the Act and to evidence its consent to the terms of this Fourth Amendment and its agreement to be bound by this Fourth Amendment. Capitalized terms herein that are not otherwise defined shall have the definition contained in the Declaration.

NOW THEREFORE, in accordance with the Declaration and the provisions of 68 Pa. C.S.A. §3219, the Unit Owners, INTENDING TO BE LEGALLY BOUND HEREBY, amend the Declaration, as follows:

1. Recitals. The above recitals are incorporated herein by reference as if fully set forth at length.

2. Leases. Article X, Section 10.02. of the Declaration is hereby deleted in its entirety and is hereby amended and replaced with new Section 10.02. as follows:

10.02. Leases.

(a) Definitions. For purposes of Article X, Section 10.02., the following shall apply:

- (i) "Family" shall mean and refer to only the following to the extent they maintain one common household and reside in one dwelling unit:
 - (A) One or more persons related by blood, marriage, legal guardianship, licensed or court appointed foster care, or legal adoption and constituting a parent, child, grandparent, sibling, grandchild, step-child or step-parent of the fee simple record title holder of the Unit (as evidenced by the then current Deed filed with the Dauphin County, Pennsylvania Recorder of Deeds Office).
 - (B) Any of the following individuals who are related to any of the individuals set forth in section 10.02. (a)(i)(A): spouses or persons who have been spouses, persons living as spouses or who lived as spouses, or other persons related by consanguinity or affinity, including, but not limited to nieces, nephews, aunts, uncles and cousins.
 - (C) Any of the individuals set forth in sections 10.02. (a)(i)(A) or (B) above who are, or who are related to (as defined therein) the owners of an entity (such as a corporation or limited liability company), or the grantor, settlor, trustee or beneficiary of a Trust, that is the fee simple Deed holder of the Unit.
 - (D) Any number of persons possessing a "handicap" within the meaning of the Fair Housing Act [42 U.S.C. 3602(h) or successor legislation] who reside in one dwelling unit and live and cook together as a single housekeeping unit.

(b) Rental Cap.

- (i) Except as specifically set forth herein, the Units in the Condominium shall be used exclusively for residential purposes and occupied by only the Unit Owners of record as evidenced by the then current fee simple Deed for the Unit as recorded with the Dauphin County Recorder of Deeds Office, and members of the Family of such Unit Owners and may not be used for any other purposes.
- (ii) Notwithstanding any other provision of this Section 10.02., no more than 20 Units (the "Rental Cap") in the Condominium may be rentals at any one time, 3 of such Units shall be specifically reserved to special circumstances as determined by the Board, which special circumstances may include, but shall not be limited to, military transfers, death of a Unit Owner, and other hardships. If, on the effective date of the Fourth Amendment, the total number of rentals, including Grandfathered Units, is more than the Rental Cap, no further rentals shall be permitted until the total number of rentals falls below the Rental Cap. Future rentals shall be based on a first come, first served basis pursuant to guidelines and procedures established by the Board from time to time.

(c) Leasing Restrictions. All rentals and leases shall comply with the following:

- (i) All leases or rental agreements shall be in writing.
- (ii) A Unit Owner intending to lease a Unit shall provide a written application to the Board or its designated property manager for approval to lease the Unit, which application shall be processed by the Board pursuant to its established guidelines, procedures and rules and regulations.
- (iii) No Unit may be leased for transient or motel purposes (including but not limited for Airbnb or similar short-term rentals, regardless of whether actual rent or compensation is received) or for any initial term of less than one (1) year.
- (iv) Unit Owner shall deliver to the tenant copies of the Association's Declaration, Bylaws and Rules and Regulations and the Unit Owner shall be responsible for any violations thereof by the tenant. Copies of any amendments to the said documents shall be delivered to the tenants upon receipt by the Unit Owner. Tenants must acknowledge receipt of and agreement to comply with such documents in writing and on a form in in the format requested by the Board.

- (v) The rights of any tenant of the Unit shall be subject to, and each such tenant shall be bound by, the covenants, conditions and restrictions set forth in the Declaration, Bylaws and Rules and Regulations and default shall constitute a default under the lease; provided, however, that the foregoing shall not impose any direct liability on any tenant of a Unit to pay any annual or special Common Expense Assessment on behalf of the Owner of that Unit unless otherwise required by the lease or the Rules and Regulations of the Board.
 - (vi) The Association, through the Board, shall have the authority to promulgate rules regarding implementation of these provisions.
- (d) Abating and Enjoining Violations by Unit Owners or Unit Occupants.
- (i) The violation of any Rules and Regulations adopted by the Board, the breach of any provision contained in the By-Laws or the breach of any provision of the Declaration, as the same may be amended from time to time, or the Act by any Unit Owner or any tenant of such Unit Owner shall give the Executive Board the right, in addition to any other rights to which it may be entitled, to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.
 - (ii) Should the Executive Board be required to retain counsel to enforce any of the provisions contained in the By-Laws or the Declaration, as the same may be amended from time to time, or the Act, the Executive Board and the Association shall be entitled to recover all reasonable legal fees and costs from the party who is in breach of the provisions, whether or not suit has been filed at law or in equity to remedy any such breach.
- (e) Grandfather Provisions. Provided the Unit Owner complies with the provisions of Section 10.02. (e)(i)(A) below, Units leased at the time of the recording of this Fourth Amendment in the Recorder of Deeds Office in and for Dauphin County, Pennsylvania shall be defined as **"Grandfathered Units."**
- (i) Grandfathered Units shall be exempt from the Rental Cap provisions of this Fourth Amendment subject to the following conditions and such reasonable conditions as the Executive Board may impose:
 - (A) Within Thirty (30) days of the recording of the Fourth Amendment, the Unit Owner must notify the Executive Board of the lease of the Unit and, unless previously provided, such notice shall include a copy of the executed lease agreement and any other information reasonably requested by the Board.

(B) The Unit shall cease being a Grandfathered Unit upon the sale or transfer of title to the Unit.

(ii) Notwithstanding the above provisions, at any time in the future, the Executive Board may, but shall not be required to, declare a Unit to be a Grandfathered Unit upon request by a Unit Owner suffering from a financial or personal hardship which renders the Unit Owner unable to reside in the Unit, in which cases, the Executive Board may, in its sole discretion, declare the Unit to be a Grandfathered Unit subject to the conditions set forth in this section 10.02. and such other reasonable terms and conditions as the Executive Board deems to be appropriate and in the best interests of the Association.

3. Except as specifically modified and amended, all provisions of the Declaration are hereby ratified and confirmed.

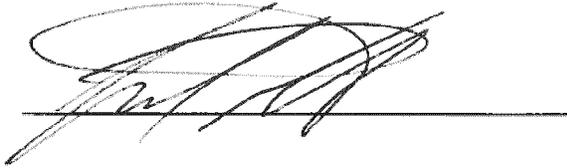
4. This Fourth Amendment shall become effective upon recording in the Dauphin County, Pennsylvania Recorder of Deeds Office.

(Signature Page to Follow)

IN WITNESS WHEREOF, this Fourth Amendment is executed and ratified as of the day and date first above written.

WITNESS/ATTEST

CLOVER LEE
CONDOMINIUM ASSOCIATION



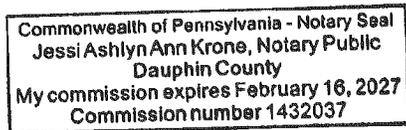
By: George Mosey
(Vice) President

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF Dauphin : SS.:

On this, the 21 day of August, 2025, before me, a Notary Public, the undersigned officer, personally appeared George MOSEY, who acknowledged him/herself to be the (~~Vice~~) President of the Clover Lee Condominium Association, an incorporated association, and that ~~he~~, as such (~~Vice~~) President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of said corporation him/herself as (~~Vice~~) President of said corporation.

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

Jessi Ashlyn Ann Krone
Notary Public
My Commission Expires: 2-16-27
(SEAL)

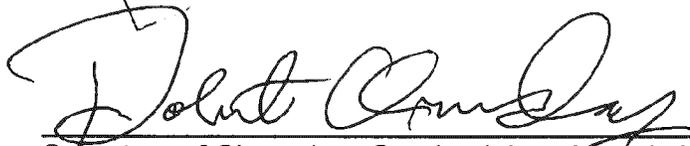


SECRETARY'S CERTIFICATE

I, ROBERT ORENDORF, Secretary of the Clover Lee Condominium Association, a Pennsylvania incorporated association (the "Association"), DO HEREBY CERTIFY that:

1. I am the duly elected and current Secretary for the Association.
2. I have received from at least sixty-seven (67) Unit Owners of the Condominium, an executed form of Joinder in and Consent to Fourth Amendment to Declaration of Clover Lee, a Condominium (the "Joinders"), which Joinders are on file with the records of the Association.
3. The said Joinders constitute the consent or agreement of at least sixty-seven (67%) percent of the Clover Lee Condominium Association.

IN WITNESS WHEREOF, I have set my hand and the seal of the Association as of the 21 day of AUGUST, 2025.

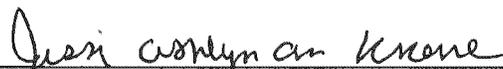


 Secretary of Clover Lee Condominium Association

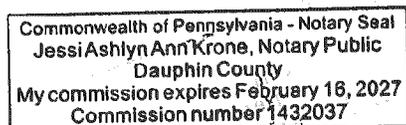
COMMONWEALTH OF PENNSYLVANIA :
 COUNTY OF Dauphin : SS.:
 :

ON THIS, the 21 day of August, 2025, before me, a Notary Public, the undersigned officer, personally appeared Robert Orendorf, who acknowledged him/herself to be the Secretary of the Clover Lee Condominium Association, a Pennsylvania incorporated association, and that s/he, as such Secretary, being authorized to do so, executed the foregoing Secretary's Certificate for the purposes therein contained by signing the name of the association by himself/herself as Secretary.

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



 Notary Public
 My Commission Expires: 2-16-27
 (SEAL)



Dauphin County

James M. Zugay, Esq.
Recorder of Deeds
jzugay@dauphincounty.gov

Candace E. Meck
First Deputy
cmeck@dauphincounty.gov



Location:
Dauphin County Court House
Room 102
101 Market Street
Harrisburg, Pennsylvania 17101-2029
(717) 780-6560

Website:
<https://www.dauphincounty.gov/government/publicly-elected-officials/recorder-of-deeds>

Recorder of Deeds
Harrisburg, Pennsylvania

CERTIFIED END PAGE

INSTRUMENT #: 20250023697
RECORD DATE: 10/10/2025 8:16:43 AM
RECORDED BY: SKREVSKY
DOC TYPE: AMEND TO DECL
AGENT: SIMPLIFILE
DIRECT NAME: CLOVER LEE, CONDOMINIUM ASSOCIATION
INDIRECT NAME: CLOVER LEE, CONDOMINIUM ASSOCIATION

RECORDING FEES - State: \$0.50
RECORDING FEES - County: \$13.00
ACT 8 OF 1998: \$5.00
ADDITIONAL PAGE FEE: \$8.00

WEST HANOVER TWP

UPI Count: 100
UPI Fee: \$0.00
UPI List: 68-049-001-000-0000, 68-049-002-000-0000, 68-049-003-000-0000, 68-049-004-000-0000, 68-049-005-000-0000 et al

I Certify This Document To Be Recorded
In Dauphin County, Pennsylvania.



James M. Zugay
James M. Zugay, Recorder of Deeds

THIS IS A CERTIFICATION PAGE

PLEASE DO NOT DETACH

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT