

**RESOLUTION OF THE EXECUTIVE BOARD OF
CLOVER LEE CONDOMINIUM ASSOCIATION
ADOPTING RENTAL RULES AND REGULATIONS**

This Resolution is adopted by the Executive Board of the Clover Lee Condominium Association on the 15th day of November, 2021, to be effective January 1, 2022.

Recitals

The background of this Resolution is as follows:

- R.1. The Clover Lee Condominium Association (the “**Association**”) is responsible for governance and maintenance of a residential condominium known as “Clover Lee, A Condominium” (the “**Condominium**”).
- R.2. The Association and the Condominium are subject to the Pennsylvania Uniform Condominium Act, 68 Pa.C.S.A. §§3101 – 3414 (the “**Act**”), the Declaration of Condominium Clover Lee, A Condominium, dated May 19, 2000 and recorded in the Recorder of Deeds Office of Dauphin County, Pennsylvania on August 31, 2000 in Record Book 3547, page 478 (as amended, the “**Declaration**”), the Bylaws of Clover Lee Condominium Association (the “**Bylaws**”) and Rules and Regulations of the Association (the “**Rules and Regulations**”) and, together with the Declaration and the Bylaws, the “**Governing Documents**”).
- R.3. The Association is authorized, pursuant to Article XII, Section 12.01.(d) of the Declaration and Section 3302(a) of the Act, to adopt rules and regulations for the Condominium.
- R.4. The Association’s duly elected Executive Board (the “**Board**”) is authorized, pursuant to section 3303(a) of the Act and Article XII, Section 12.02. of the Declaration to act in all instances on behalf of the Association.
- R.4. Article X, Section 10.02. of the Declaration provides for certain limitations on the lease or sublease of Units in the Condominium.
- R.5. The Board has determined that adopting reasonable restrictions governing the rental of Units within the Condominium, as a supplement to Article X, Section 10.02. of the Declaration, is in the best interests of the Condominium for the following reasons:
1. To preserve the values of the Owners’ individual Units.
 2. To strengthen enforcement of the Association’s restrictions as contained in the Governing Documents.
 3. To assist financing and refinancing options for Owners, that are guaranteed through state and federal agencies (such as FHA and Fannie Mae).
 4. To maintaining the attractiveness of the residences and to preserve, protect and

enhance the values of the amenities of the Condominium.

NOW THEREFORE, the Board hereby adopts the following restrictions and regulations for the Condominium (the “**Rental Rules and Regulations**”), which shall be binding upon all Owners and residents of the Condominium and their grantees, tenants, residents, occupants, successors, heirs, and assigns who currently or in the future may possess an interest in the Condominium, and which shall supersede any previously adopted rules and regulations on the same subject matter. Unless otherwise stated herein, all capitalized terms shall have the meaning assigned to them in the applicable Governing Document.

- I. GENERAL RENTAL RESTRICTIONS.** An Owner may lease the Owner’s Unit at any time and from time subject to the terms and conditions of Article IX of the Declaration and further subject to the following:
- a. Leases shall be only to natural persons.
 - b. Leases shall be only for residential purposes.
 - c. Leases shall not be for less than the entire Unit.
 - d. The number of occupants in a Unit shall not exceed twice the number of bedrooms in the Condominium Unit.
 - e. No one may permanently occupy a leased Unit other than the tenant and the tenant’s immediate family. An individual shall be deemed to be permanently occupying the Unit if such individual stays overnight in the Unit for a period of 14 days or more during any 30-day time period.
 - f. All Unit Owners who lease their Units shall consent to the release of their contact information and the contact information of any tenants, to any Unit Owner who, upon showing of good cause, requests the same. Good cause shall include, but not be limited to, being a neighbor who issues a complaint with the Board resulting from any action of the Unit Owner’s tenant.
 - g. Owners must provide all tenants with a copy of the Governing Documents, including these Rental Rules and Regulations.
 - h. 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).

II. LEASE AGREEMENTS.

- a. All leases of Units shall be in writing and signed by both the Unit Owner and all adult occupants.
- b. No Unit may be leased for an initial term of less than three (3) months.
- c. An executed copy of each lease along with any reasonable fees charged by the Board (initially the registration fee shall be \$250) must be furnished to the Board or the Association’s property manager at least ten (10) business days before the commencement date thereof, together with such information relative to the prospective tenant(s) as requested by the Board for the purpose of conducting such investigations as the Board deems necessary to preserve the integrity of the Condominium and to advance the purposes set forth in these Rental Rules and Regulations.

- d. All leases shall require tenants to agree to comply with all of the Governing Documents and shall grant the Association the right, but not the obligation, to evict tenants who violate any of the restrictions in the Governing Documents.
- e. All leases shall permit the enforcement of the provisions of the Governing Documents against the tenants and against the Unit Owners, or both, including, without limitation, the imposition of fines, at the discretion of the Board; provided however, that such right shall not negate the obligation of Unit Owners to be fully responsible for the actions of their tenants.

III. ENFORCEMENT

- a. The rights of any tenant of any Unit will be subject to, and each such tenant and all occupants of any Unit will be bound by, the covenants, conditions, and restrictions contained in the Governing Documents; however, this does not impose any direct liability on any tenant of a Unit to pay any monthly assessments or special assessments on behalf of the Unit Owner of the Unit unless such Unit Owner is delinquent and the tenant receives timely notice to pay the rent to the Association to the extent of such delinquency.
- b. The Association, for the benefit of the Association and every Unit Owner, shall have the rights of enforcement of any lease directly against the tenant(s) including, without limitation, the right to terminate any lease for violation of the provisions of the lease or of the Governing Documents to then, at the option of the Association, evict the tenant from the Unit without liability to the Unit Owner.
- c. Owners shall be fully responsible for all actions of their tenants and any occupants of their Units.
- d. Both tenants and Unit Owners shall be responsible for all costs and expenses resulting from the actions of the tenants, including, without limitation, attorneys' fees incurred by the Association, regardless of whether a lawsuit is filed.
- e. Failure of a Unit Owner to comply with any provision of these Rental Rules and Regulations may result in a fine of no more than \$200 for the first offense and an additional \$200 per month (or portion of a month) for which an offense continues. The amount of this fine may be changed by the Board at any time.

IV. REGISTRATION

- a. Unit Owners who currently lease their Units as of the effective date of this Resolution, shall register their leases with the Board within thirty (30) days of notice of this Resolution by providing the Board with a fully executed copy of the lease or, if such lease is not in writing, with all information reasonably required by the Board within the parameters of this Resolution.
 - i. Upon such registration, the Unit Owner shall be exempt from those provisions of this Resolution that do not conform to the said lease, but only for the balance of the then current term of such lease, provided however, that in any event, such Unit Owner shall be fully responsible for all actions of his or her tenants.
 - ii. At the expiration of the then current lease term, all renewals or further rentals shall be subject to all terms and conditions of these Rental Rules and Regulations.

V. APPEALS. Any Unit Owner who is aggrieved by any of the provisions of these Rental Rules and Regulations shall have the right to file an appeal with the Board, in writing, which appeal then result in a meeting or hearing before the Board or a member thereof appointed to consider such matter. At such meeting or hearing, the Unit Owner shall have the right to present such facts and circumstances as he or she deems necessary in order to be relieved from one or more of the requirements of these Rental Rules and Regulations or to defend against notice of violation of any of its provisions. If less than the entire Board shall participate in such meeting or hearing, those representatives appointed by the Board shall, within seven (7) days of the conclusion of the meeting or hearing, issue a recommendation to the entire Board. Within fifteen (15) days of the conclusion of such meeting or hearing, the Board shall consider all information presented and shall render a written decision to the Unit Owner, which decision shall be final and unappealable. In rendering its decision, the Board may consider any facts or circumstances it deems appropriate, including, without limitation, any hardship, financial or otherwise, on the Unit Owner. Any decision of the Board under this provision shall be effective only upon the particular Unit Owner and shall not be transferrable in any manner to any future Unit Owner.

VI. SEVERABILITY – If any provision of these Rental Rules and Regulations is found by a court of competent jurisdiction to be invalid, the remainder of these Rental Rules and Regulations shall remain in full force and effect.