

**FIFTH AMENDMENT TO DECLARATION
ASHCOMBE FARMS, A PLANNED COMMUNITY
(A FLEXIBLE RESIDENTIAL PLANNED COMMUNITY)
(Dover Township)**

THIS FIFTH AMENDMENT TO THE DECLARATION OF ASHCOMBE FARMS, A PLANNED COMMUNITY, is made this _____ day of _____ 2024.

RECITALS

- A. The original Declaration for Ashcombe Farms, A Planned Community (the “Declaration”) was recorded June 16, 1999 at York County Record Book 1367, Page 7018.
- B. A First Amendment to the Declaration was recorded October 20, 2000, at Book 1414, Page 2635.
- C. A Second Amendment to the Declaration was recorded June 3, 2002, at Book 1498, Page 2310.
- D. A Third Amendment to the Declaration was recorded July 18, 2003, at Book 1586, Page 113.
- E. A Fourth Amendment to the Declaration was recorded July 9, 2004, at Book 1664, Page 1106.
- F. By vote of at least 67% of Unit Owners of Ashcombe Farms, A Planned Community, each being a member of the Ashcombe Farms/Dover Homeowners’ Association, the Association has elected to further amend the Declaration.

NOW THEREFORE, pursuant to and in compliance with the aforesaid Declaration, said Declaration is hereby amended as follows:

- I. Declaration Article VII, Use and Development Restrictions, Section 7.1, is amended by adding the following new subsection (ab) (and its subsections) immediately after current subsection (aa):**

Subsection (ab): Limits on Non-Owner Occupied Dwellings.

(i) As and after the effective date of this amendment, there is hereby imposed a cap on the total number of dwellings within the Association that may be occupied other than by the owner(s) (hereinafter “non-owner occupied”). No more than ten (10%) percent of the total number of dwellings may be non-owner occupied. If, as of the effective date of this amendment, that cap is met or exceeded, then any dwelling occupied by persons other than the owner(s) will be permitted to retain that status (hereinafter a “grandfathered dwelling”) as long as the dwelling remains titled in the current owner(s), is continuously non-owner occupied, the owner(s) is/are current in the payment of all amounts due to the Association, and all requirements for non-owner occupancy set forth herein or in the Bylaws, Rules or Regulations are met, but (i) no further dwellings may be

non-owner occupied unless and until the number of non-owner occupied dwellings drops below the cap set forth in this paragraph and (b) after title to a grandfathered dwelling is transferred out of the current owner(s), that dwelling shall be subject to the cap in this paragraph.

(ii) Non-owner occupancy of a dwelling owned by a corporate entity means occupancy by persons other than a shareholder of an incorporated entity, member of an LLC, or partner of a partnership.

(iii) The cap in subsection (i) above is to be considered to decrease to follow any lower maximum percentage set up by the lending standards published by HUD, FNMA or any similar federal agency or corporation. Likewise, if the FHA, FMNA, VA, HUD or any similar federal or state agency or entity (hereafter “Agency”) adopts or issues a law, regulation, rule, policy or guideline which sets up any limitation or procedure which conflicts with any provision of this Policy, then this Policy is deemed amended to follow such Agency limitation or procedure.

(iv) For each dwelling that is to be leased out by or on behalf of the owner(s), such lease is subject to the cap in subsection (i) above. Further, at least twenty (20) days prior to the date upon which a tenant is to enter into occupancy of the dwelling, a completed application for lease or other form(s) as prescribed by the Board must be submitted to the Board (or its designated agent) along with a copy of the proposed lease. The lease must contain (a) the tenant(s)' full name(s), (b) the property address, (c) an acknowledgement by the tenant(s) of his/her/their receipt of and obligation to comply with the Declaration, Bylaws, and Rules and Regulations of the Association, (d) an assignment of rents provision that permits the Association to notify the tenant(s) to pay rent directly to the Association upon default by the owner(s) in or of any monetary obligation owed to the Association, and (e) acknowledgement by the owner(s) and tenant(s) of the right of the Association to evict the tenant(s) upon violation of the Declaration, Bylaws, or Rules and Regulations and failure to cure within the time for same as set forth in notice of the violation.

(v) For each dwelling that is to be non-owner occupied but not subject to a lease, written notice containing (a) the dwelling address, (b) non-owner-occupant(s)' full name(s), and (c) details of the basis upon which the non-owner(s) will be occupying the dwelling, must be provided to the Board (or its designated agent) at least twenty (20) days prior to occupancy. The notice also must contain a dated and signed acknowledgement (a) by all future occupant(s) aged 18 or older of his/her/their receipt of and obligation to comply with the Declaration, Bylaws and Rules and Regulations of the Association and (b) by the owner(s) and all future occupants aged 18 or older of the right of the Association to evict the non-owner occupant(s) upon violation of the Declaration, Bylaws, or Rules and Regulations and failure to cure within the time for same as set forth in notice of the violation.

(vi) Applications for non-owner occupancy shall be reviewed on a first-come, first-served basis. An owner of multiple dwellings must provide a separate application for each dwelling sought to be non-owner occupied.

(vii) The Board (or its designated agent) will maintain an up-to-date record of non-owner occupied dwellings and a waiting list (by date of application) of owners interested in non-owner occupancy of their dwelling. Applications will be responded to in writing within ten (10) business days. Failure to respond constitutes approval of the Application.

(viii) Grandfathered owners must comply with this Amendment within thirty (30) days after the effective date of this Amendment to retain that status.

(ix) Any owner who requests approval for non-owner occupancy must provide the proposed occupant(s) with a copy of the Governing Documents, along with the Association's Non-Owner Occupancy Restriction Acknowledgement Form; the proposed occupant(s) must date and sign the Acknowledgement Form and the completed form must be attached to the owner's Application.

(x) Appeals from the Board's denial of an Application for non-owner occupancy must be received in writing by the Board (or its designated agent) within seven (7) days of date of the written notice of denial to the owner(s). Once an appeal is received, the Board will schedule a meeting to occur no later than fourteen (14) business days after the date of receipt of the appeal to review the matter with the owner(s). No further action will take place pending the outcome of the appeal. If the Board does not promptly schedule or hold a meeting as needed, then the appeal will be considered to have been decided in favor of the owner(s) and non-owner occupancy approved as requested in the Application. The Board's decision on the appeal is final. If the appeal is denied, the denial becomes effective three (3) days after written notification of same to the owner(s).

(xi) The failure of any owner or non-owner occupant to comply with the Governing Documents shall be deemed a violation of the Governing Documents. Owners are still responsible for performance of all obligations under the Governing Documents throughout the terms of non-owner occupancy, including payment of assessments and performance of all required repair and maintenance. The cost to repair any damage to Common Elements caused by a non-owner occupant shall be the responsibility of the owner(s) in whose dwelling the non-owner occupant(s) reside(s).

(xii) If a non-owner occupant lives in a dwelling when an owner has failed to provide a complete Application or after the Board has denied an Application, the owner will be deemed to be in violation of this Amendment and the Association may take steps to evict the non-owner occupant. Further, the Board may assess a fine of \$50.00 per day against the Owner(s) until the non-owner occupant(s) has/have vacated the dwelling.

(xiii) Violation of the Governing Documents by an owner or non-owner occupant and failure to remedy the violation after appropriate notice shall be grounds for the Association to evict the non-owner occupant(s) and, further, to remove the dwelling from the list of available non-owner occupied dwellings unless and until such time as the cap is not met (or exceeded) and the owner(s) follows the then-applicable procedure for same.

(xiv) This amendment may be enforced in a court of law by any owner or the Association and either shall be entitled to recover attorneys' fees and costs incurred, whether or not litigation has been initiated. The Association may recoup attorneys' fees and costs incurred as part of its

enforcement of this Amendment through an assessment levied against the owner(s); further, such amount shall be considered as a lien against the Lot.

IN WITNESS WHEREOF, this Amendment to the Declaration is executed the day and year set forth above.

Attest:

ASHCOMBE FARMS/DOVER
HOMEOWNERS ASSOC.

By: Patricia Cavanaugh, Secretary

By: Kelly Mefford, President

IN WITNESS WHEREOF, the Unit Owners have caused this Amendment to be executed.

	LOT OWNER NAME, ADDRESS, & OWNER SIGNATURE	DATE
1		
2		
3		
4		
5		

6		
7		
8		
9		
10		
11		
12		
13		
14		

15		
16		
17		
18		
19		
20		
21		
22		
23		

24		
25		
26		
27		
28		
29		
30		
31		
32		

33		
34		
35		
36		
37		
38		
39		
40		
41		

42		
43		
44		
45		
46		
47		
48		
49		
50		

51		
52		
53		
54		
55		
56		
57		
58		
59		

60		
61		
62		
63		
64		
65		
66		
67		
68		

69		
70		
71		
72		
73		
74		
75		
76		
77		

78		
79		
80		
81		
82		
83		
84		
85		
86		

87		
88		
89		
90		
91		
92		
93		
94		
95		

96		
97		
98		
99		
100		
101		
102		
103		
104		

105		
106		
107		
108		
109		
110		
111		
112		
113		

114		
115		
116		
117		
118		
119		
120		
121		
122		

123		
124		
125		
126		
127		
128		
129		
130		
131		

132		
133		
134		
135		
1136		
137		
138		
139		
140		

141		
142		
143		
144		
145		
146		
147		
148		
149		

150		
151		
152		
153		
154		
155		
156		
157		
158		

159		
160		
161		
162		
163		
164		
165		
166		
167		

PARCEL ID – COUNTY OF YORK, DOVER TOWNSHIP

Parcel: 2400031000000000 (CHECK PARCEL ID)

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF YORK :

On this the ____ day of _____, 2024, before me, a Notary Public, the undersigned officer, personally appeared Kelly Mefford and Patricia Cavanaugh, who acknowledged themselves to be the President and Secretary of the Ashcombe Farms/Dover Homeowners Association, respectively, and that as such officers being authorized to do so, executed the foregoing instrument for the purposes therein contained.

Notary Public

My Commission expires: