

Brandywine, A Planned Community

Brandywine Non-Owner Occupancy Policy

Executive Board Approval Date: June 5, 2025

Introduction

This Non-Owner Occupancy Policy has been adopted by the Brandywine Homeowners Association Board of Directors pursuant to the Second Amendment to the Declaration of Covenants and Restrictions, recorded on March 24, 2025. The amendment, approved by the requisite majority of unit owners, establishes a cap on non-owner occupied units and sets forth specific requirements for non-owner occupancy arrangements.

The purpose of this policy is to provide clear procedures and expectations for unit owners who lease or otherwise allow occupancy of their units by individuals who are not the owner or qualifying family members, as defined in the amended Declaration. This policy is intended to ensure consistent enforcement, protect the character of the community, and preserve compliance with the Association's governing documents.

All unit owners considering or currently engaged in non-owner occupancy are required to comply with the provisions outlined herein.

Policy Statement

Effective May 23, 2025, no more than five percent (5%) of the 121 Units (i.e., a maximum of six Units) in the Brandywine community may be occupied by individuals other than the Unit Owner(s), the Owner's parents (and their spouses), children (and their spouses), or grandchildren (and their spouses).

Non-Owner Occupants who were residing in a Unit prior to this effective date may continue their occupancy, even if the leasing cap has been met, provided all requirements outlined in Sections 8.2.1 through 8.2.7 of the Declaration (see Attachment A) are continuously met. These Non-Owner Occupants may remain in the Unit until such time as their written agreement for occupancy expires, after which no further non-owner occupancy of that Unit shall be permitted unless and until the Unit complies with all requirements of this Policy and the community is below the leasing cap.

If a qualifying Non-Owner Occupant vacates the Unit or fails to meet the ongoing compliance requirements, any subsequent non-owner occupancy must fully adhere to the guidelines established in this Policy and will only be permitted if the leasing cap has not been reached.

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Guidelines

1. Required Documentation

All non-owner occupancy requires submission of:

- A completed Brandywine Non-Owner Rental Application
- A copy of the signed lease agreement between the Unit Owner(s) and Non-Owner Occupant(s)
- A signed Brandywine Lease Addendum
- The rental fee (see Section 4)

2. Rental Cap and Application Process

Unit Owners must contact the Brandywine Homeowners Association (York H-G Properties at 717-501-4435 or associations@yorkhgproperties.com) to verify whether the rental cap has been met.

- a. If the rental cap has not been met:
 - The Association will provide the Application Packet (consisting of an application and lease addendum) to the Unit Owner.
 - Unit Owners will have 2 weeks to submit a completed application.
 - Unit Owners will then have an additional 30 days to identify a Non-Owner Occupant and submit the signed Lease Agreement, Lease Addendum, and rental fee.
- b. If the rental cap has been met:
 - Unit Owners may request to be added to the rental Waiting List.

3. Waiting List

- a. The Association will maintain a dated rental Waiting List.
- b. When the number of non-owner occupied Units falls below the cap, the Association will contact the first Unit Owner on the Waiting List by phone or email.
- c. The contacted Unit Owner will have 2 weeks to submit a completed Application and 30 additional days to submit a signed lease, Lease Addendum, and rental fee.

4. Rental Fee

- a. The Annual Rental Fee is equal to 10% of the current annual Brandywine HOA dues, prorated annually from January 1 to December 31.
- b. This fee must be submitted with each new or renewed Lease Agreement and Lease Addendum.

ATTACHMENT A

PO 10-15-1282-004

SECOND AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS FOR
BRANDYWINE, A PLANNED COUMMUNITY

THIS AMENDMENT, dated as of March 18, 2025, is made to the certain Declaration of Covenants and Restrictions of Brandywine, A Planned Community recorded in the office of the Recorder of Deeds of Cumberland County on March 29, 2005, at Book 716, Page 1231 as amended and supplemented (the "Declaration").

WHEREAS, the requisite number of not less than sixty-seven (67%) percent of the owners of Units within the Brandywine Homeowners Association, Inc. do desire to amend the Declaration as set forth herein.

NOW THEREFORE, the Declaration shall be amended and supplemented, as follows:

Article VIII, Leasing, shall be amended to read as follows:

Section 8.1. Non-owner Occupancy. On and after the effective date of this amendment, no more than five (5%) percent of Units may be occupied other than by the Owner(s) or the Owner's parents (and their spouses), children (and their spouses) and grandchildren (and their spouses). All occupants other than those in the preceding sentence are hereafter referred to as "Non-owner Occupants".

Section 8.2 Notwithstanding the prohibition in Section 8.1, existing Non-owner Occupants in Units that comply with the provisions of Sections 8.2.1 through 8.2.7 below may remain as Non-owner Occupants in those Units until such time as their written agreement for occupancy of the Unit expires, after which expiration no further non-owner occupancy of that Unit shall be permitted unless and until the provisions of Sections 8.2.1 through 8.2.7 below are met by a subsequent Non-owner Occupant and the cap on the number of Non-Owner Occupied units has not been met.

8.2.1 All non-owner occupancy requires an agreement for same in writing.

8.2.2 All non-owner occupancy agreements must include a provision that they are subject to the Association's Declaration of Covenants and Restrictions, Bylaws, and Rules & Regulations (the "Governing Documents") and such agreements must be signed by the Unit Owner(s) and Non-owner Occupant(s).

8.2.3 Unit Owners shall deliver a copy of the Governing Documents to the Non-owner Occupant(s) as of the effective date of this Amendment, the Non-owner Occupant(s) shall date and sign an acknowledgement and receipt of same, and a copy of the signed and dated acknowledgment and any other document(s) required by this Amendment or such Rules, Regulations or Policies as may be adopted by the Association shall be forwarded to the Association as set forth in any such Rule, Regulation or Policy. Copies of any amendments to the Governing Documents enacted during the term of the non-owner occupancy shall be forwarded to the Non-

owner Occupant(s) by the Unit Owner within ten (10) days after the earlier of dissemination of the amendment or the effective date of the amendment.

8.2.4 The rights of any Non-owner Occupant are subject to, and each Non-Owner Occupant is bound by, the Governing Documents and a default thereunder shall constitute a default under the non-owner occupancy agreement.

8.2.5 Notwithstanding any provision of the non-owner occupancy agreement requiring the Non-owner Occupant(s) to be responsible for the payment of Common Expense assessments during the term of the non-owner occupancy agreement, the Unit Owner(s) shall not be relieved of the obligation to pay such assessments or any other amount due to the Association in the event the Non-owner Occupant fails to do so.

8.2.6 A copy of every existing, renewal of or amendment to, or new non-owner occupancy agreement that complies with this Article VIII (as it may be amended in the future) shall be furnished to the Executive Board or its designee within ten (10) days after execution thereof.

8.2.7 Any Unit Owner whose Unit is subject to a non-owner occupancy agreement shall ensure that the Association has his or her current mailing address.

This Amendment is effective sixty (60) days after recordation in the Office of the Recorder of Deeds for Cumberland County, Pennsylvania.

IN WITNESS WHEREOF, this Second Amendment to the Declaration has been approved pursuant to Section 15.1 of the Declaration by Unit Owners of not less than sixty-seven (67%) percent of Units as evidenced by the execution of this Amendment as of the day and year set forth above.

Attest:

BRANDYWINE HOMEOWNERS ASSOCIATION, INC.

Lisa B. Frey
Lisa B. Frey, Sec'y.

Bernadette S. Howard
By: Bernadette S. Howard, Pres.

PARCEL ID – COUNTY OF CUMBERLAND, HAMPDEN TOWNSHIP

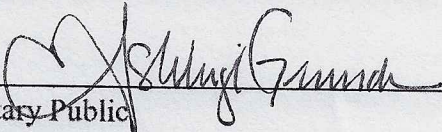
Parcel: 10151282186

COMMONWEALTH OF PENNSYLVANIA :

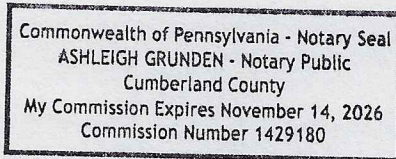
: SS

COUNTY OF CUMBERLAND :

On this the 18th day of March, 2025, before me, a Notary Public, the undersigned officer, personally appeared Bernadette Howard, who acknowledged him/herself to be the President of the Brandywine Homeowners Association, Inc. and that he/she as such officer being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporate entity on behalf of the Brandywine Homeowners Association Inc.

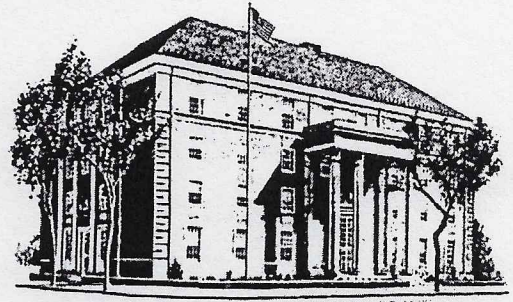


Notary Public



My Commission expires: 11/14/26

TAMMY SHEARER
RECORDER OF DEEDS
CUMBERLAND COUNTY
1 COURTHOUSE SQUARE
CARLISLE, PA 17013
717-240-6370



Instrument Number - 202505340

Recorded On 3/24/2025 At 9:10:11 AM

* Total Pages - 4

* Instrument Type - AMENDMENT

Invoice Number - 434427 User ID - BMM

* Grantor - BRANDYWINE HOMEOWNERS ASSOC INC

* Grantee - BRANDYWINE HOMEOWNERS ASSOC INC

* Customer - BERNADETTE HOWARD

* FEES

STATE WRIT TAX	\$0.50
RECORDING FEES - RECORDER OF DEEDS	\$11.50
PARCEL CERTIFICATION FEES	\$20.00
COUNTY ARCHIVES FEE	\$2.00
ROD ARCHIVES FEE	\$3.00
TOTAL PAID	\$37.00

Certification Page

DO NOT DETACH

This page is now part
of this legal document.

Cumberland County UPI Certification
On March 24, 2025 By TS

PARCEL IDENTIFICATION NUMBER

10-15-1282-194

Total Parcels: 1

I Certify this to be recorded
in Cumberland County PA



RECORDER OF DEEDS

* - Information denoted by an asterisk may change during
the verification process and may not be reflected on this page.

