

**Lancaster at Kings Ridge Neighborhood Association, Inc.**  
**Resolution #3 – Housing for Older Persons & For Sale and Lease Guidelines**

**HOUSING FOR OLDER PERSONS and FOR SALE or LEASE GUIDELINES**

In order to maintain a community of congenial residents and to preserve the age restrictions set forth in Kings Ridge Declarations of Restrictive Covenants, Article IX Sections 2, the Lancaster Board of Directors, on March 2, 2009, adopts the following For Sale or Lease Guidelines

**SECTION 14, HOUSING FOR OLDER PERSONS, PARAGRAPH 14.1 AGE OF RESIDENTS**

**AGE OF RESIDENTS...** each home must be occupied by at least one (1) person fifty-five (55) years of age or older. Person under the age of fifty-five (55) years and more than eighteen (18) years of age may occupy and reside in a Home as long as at least one of the occupants is over the age of fifty-five years.

No person under the age of eighteen (18) may be a permanent occupant of any Home, except that person under the age of eighteen (18) may be permitted to visit and temporarily reside for periods not to exceed thirty (30) days total in any calendar year.

Notwithstanding the above, if a Home is transferred by inheritance, the requirement of the Home being occupied by a person over the age of fifty-five (55) years is waived as to occupancy by the heirs so long as no permanent occupant is under the age of eighteen (18) years.

**SECTION 14, HOUSING FOR OLDER PERSONS, PARAGRAPH 14.2 SALE OR LEASE**

**NO OWNER** may dispose, sell, assign, convey, transfer, give away, trade, lease, rent or lend any Home and/or Homesite without first notifying in writing the Community Association through its Board of Directors.

A. Written notice of sale. conveyance. transfer (attached) shall be given to the Community Association no more than thirty (30) days prior to the sale, conveyance or transfer.

1. A For Sale Sign Application (attached) is required to display a sign.
2. The intended purchaser shall provide to the Community Association an age affidavit (attached) that has been signed by the intended occupant of the Home and/or Homesite with proof of age acceptable to the Community Association of that intended occupant.

B. Written notice of lease or rent (attached) shall be given to the Community Association no more than thirty (30) days prior to any lease or rental. Owner shall provide to the Community Association an age affidavit (attached) that has been signed by the intended occupant of the Home and/or Homesite with proof of age acceptable to the Community Association of that intended lease.

1. The owner shall provide to the Community Association a copy of the proposed lease or other similar agreement.

C. Written notice of obtained title to or any interest in a Home and/or Homesite by gift. devise. foreclosure sale... tax sale. tax deed. judicial sale. bank sale or by any other manner shall be given to the Community Association no more than thirty (30) days prior to the transfer.

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**FAILURE TO GIVE NOTICE**

1. If written notice, required information and/or other required documents are not given to the Community Association in the time provided, then the Community Association, The Community Association's disapproval may occur at any time after receiving knowledge of the transaction, conveyance or ownership.

**DISAPPROVAL BY THE COMMUNITY ASSOCIATION**

1. If the Community Association disapproves a sale, lease, rental, conveyance or any other transfer of ownership of a Home and/or Homesite, or any interest in a Home and/or homesite, based on the age of the intended purchaser (see Amendment 2, Declaration of the Covenants), tenant, lesser, renter and/or occupant, or if the disapproval is based on the failure to provide the written notice, required information and/or other required documents to the Community Association in the time provided, the matter shall be disposed of in the following manner:
  - **SALE-** Owner shall be advised by the Community Association of the disapproval in writing, and the sale shall not be made. If the sale or transfer has already occurred, such sale or transfer shall be considered null and void and as if it had never occurred. Any recorded documents shall be invalid and will not be recognized by the Community Association and cannot be used to validate the sale or transfer in any administrative or legal proceeding. The selling Owner shall take any and all necessary actions to remove the purchaser from the Home and/or Homesite within seven (7) days from the date the selling Owner is advised of the disapproval, including, without limitation, instituting all necessary legal actions.
  - **LEASE OR RENT -** Owner shall be advised by the Community Association of the disapproval in writing and the lease or rental shall not be made. If the lease or rental has already occurred, any lease, contract or other similar agreement shall be considered null and void and as if it had never occurred. If the proposed renter, tenant or lessee is in possession of the Home and/or Homesite at the time the lease or rental is disapproved, the Owner shall take any and all necessary actions to remove the renter, tenant or lessee from the Home and/or Homesite within seven (7) days from the date the Owner is advised of the disapproval, including, without limitation, instituting all necessary legal actions.
  - **OBTAINED TITLE -** Owner shall be advised by the Community Association of the disapproval in writing. The Owner shall then within twenty-one (21) days begin the process of selling, transferring, renting, leasing or conveying the Home and/or Homesite or that Owner's interest in the Home and/or Homesite, to another party, subject to the same approval process as any other sale, transfer, rental, lease and conveyance. The Owner shall diligently move forward with such sale, transfer, rental, lease or conveyance so that it is completed no later than sixty (60) days following receipt of the disapproval from the Community Association, and the Owner shall not unreasonably

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delay in such sale, transfer, rental, lease or conveyance. The reasonableness of the Owner's action(s) shall be in the sole discretion of the Community Association through its Board of Directors. If the Owner is making, in the sole determination of the Community Association through its Board of Directors, a good faith effort to sell, transfer, rents lease or convey the Owner's title or interest in a Home and/or Homesite, the Community Association may, but is not required to, grant an extension beyond the sixty (60) days to complete such sale, transfer, rental, lease or conveyance.

**NOTICE BY MAIL**

1. Notice will be sent to the address that appears in the Community Association's records for that Owner.
2. The mailing shall be deemed delivered and effective for all purposes five (5) days after such mailing is made in a regular depository of the United States Postal Service.

**UNAUTHORIZED TRANSACTIONS**

1. Any sale, conveyance, purchase, lease, rental, gifts inheritance, devise or any other transfer of a Home and/or Homesite, or any interest in a Home and/or Homesite, which has been disapproved pursuant to the terms of this Community Declaration shall be null and void unless subsequently approved by the Community Association.

**EXCEPTIONS**

1. The foregoing provisions of Article in, Section 3 of the Community Declaration shall not apply to a sale to, purchase by, conveyance to or other transfer of a Home and/or Homesite to an institutional lender, including without limitation a bank credit union and savings and loan, which acquired its title as the result of holding or owning a mortgage upon the Home and/or Homesite at issue.
2. This exception shall apply whether the title to the Home and/or Homesite is acquired by the institutional lender by deed from the mortgagor or the mortgagor's successor in title or through foreclosure proceedings. If a Home and/or Homesite is sold to, purchased by, conveyed to or transferred by any other means to an institutional lender, that institutional lender shall be bound by the terms and conditions of the Community Declaration.

MOVED AND AGREED TO this 2nd day of March, 2009, in which a quorum was present.

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Steve Silpe Secretary  
Lancaster Neighborhood Association

November 13, 2021, Linda Lawson, Lancaster BOD Secretary: References to attached documents can be found on the Kings Ridge Master website under Kings Ridge Documents, For Sale Lease Agreement and Age Affidavit,  
[www.kings-ridge.net](http://www.kings-ridge.net) [Community Website](#)