

10-17-1031-395

~~Part of~~ Tax Parcel No. ~~10-17-1031-005~~

**AMENDED AND RESTATED DECLARATION
OF COVENANTS, RESTRICTIONS, EASEMENTS
AND ESTABLISHMENT OF HOMEOWNERS ASSOCIATION
FOR DARTMOUTH GREEN, A PLANNED COMMUNITY
IN HAMPDEN TOWNSHIP, CUMBERLAND COUNTY, PENNSYLVANIA¹**

Return to:

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¹ Except as otherwise specifically set forth herein, this document replaces and supercedes the Initial Declaration and all prior amendments, a list of which is set forth on Exhibit "E" attached hereto (collectively the "Prior Declaration").

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**AMENDED AND RESTATED DECLARATION
OF COVENANTS, RESTRICTIONS, EASEMENTS
AND ESTABLISHMENT OF HOMEOWNER'S ASSOCIATION
FOR DARTMOUTH GREEN, A PLANNED COMMUNITY
IN HAMPDEN TOWNSHIP, CUMBERLAND COUNTY, PENNSYLVANIA**

This Amended And Restated Declaration Of Covenants, Restrictions, Easements And Establishment Of Homeowner's Association For Dartmouth Green, A Planned Community In Hampden Township, Cumberland County, Pennsylvania (the "Amended and Restated Declaration") is made as of the 16th day of August, 2022 by the Dartmouth Green Homeowners Association, Inc., a Pennsylvania non-profit (non-stock) corporation (the "Association" pursuant to written consent of at least seventy-five percent (75%) of the record Lot Owners of the Association.

PREAMBLE

WHEREAS, the following real property as identified in the Prior Declaration (collectively the "Community of Dartmouth Green") has been made subject to the terms and conditions of the Prior Declaration and to the Act, which are hereby incorporated herein by reference as set forth in full:

1. Exhibit "A" to the Initial Declaration;
2. Exhibit "G" to the First Amendment;
3. Exhibit "I" to the Second Amendment;
4. Exhibit "K" to the Third Amendment; and
5. Exhibit "L" to the Fourth Amendment.

AND WHEREAS, the Association desires that Unit Owners, Unit occupants, and their invited guests have the benefit, use and quiet enjoyment of their properties and Common Land, and that their collective rights and interests as homeowners are respected and preserved. The Association shall strive to seek an effective balance between the preferences of individual residents and the collective rights of the Association.

AND WHEREAS, the Association desires to provide for the preservation and enhancement of property values, amenities, and opportunities within the Community of Dartmouth Green contributing to a sense of community and the personal and general health, safety, and welfare of residents.

AND WHEREAS, at least seventy-five percent (75%) of the Owners have consented and agreed to this Amended and Restated Declaration, as set forth in Article IX, §9.3 of the Initial Declaration and the Association desires to amend, clarify and update the Prior Declaration in its entirety pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, the Prior Declaration is hereby amended, replaced and restated in its entirety as follows:

ARTICLE I

DEFINITIONS

In addition to the terms set forth in this Article I, words and terms in this Amended and Restated Declaration shall be defined pursuant to the provisions of the Act unless inconsistent herewith, in which case this Amended and Restated Declaration shall control.

- 1.1. **“Act”** shall mean and refer to the Pennsylvania Uniform Planned Community Act, 68 P.S.C.A. §5101, *et seq.*
- 1.2. **“Annual Meeting”** shall mean and refer to the first Association Meeting, typically held in February of each calendar year, in which elections of Executive Board Directors are held.
- 1.3. **“Association”** shall mean and refer to the Dartmouth Green Homeowners Association, Inc., a Pennsylvania non-profit corporation, its successors and assigns as organized pursuant to the provisions of the Act and with, except as specifically granted or limited as set forth in this Amended and Restated Declaration, all powers described in the Act.
- 1.4. **“Association Interest”** shall mean and refer to the relative interest in the Association of each Unit Lot. The Association Interest of each Unit Lot shall be the quotient of one (1) divided by one hundred thirty-three (133), the number of Unit Lots in the Community of Dartmouth Green.
- 1.5. **“Association Meeting”** shall mean and refer to any meeting for the Members of the Association.
- 1.6. **“Board”**. See **“Executive Board”**.
- 1.7. **“Common Elements”** shall mean and refer to the Common Land and the Controlled Facilities.
 - 1.7.1. **“Common Land”** shall mean and refer to any real property interest within the Community of Dartmouth Green that is not designated as a Unit Lot.
 - 1.7.2. **“Controlled Facilities”** shall mean and refer to those portions of the Storm Water Facilities that are not located within the Common Land. The Controlled Facilities shall be maintained, improved, repaired and replaced by the Association.
- 1.8. **“Common Expense Liability”** shall mean and refer to liability of each Unit Lot for a proportionate share of General Common Expenses and Special Allocation Expenses. The Common Expense Liability of each Unit Lot each year is the product of the Association Interest of such Unit Lot and the General Common Expense Budget together with the Special Allocation Expense Assessment against such Unit Lot, all as duly adopted pursuant to the provisions of §5.4 of this Amended and Restated Declaration.
- 1.9. **“Common Land”**. See **“Common Elements”**.
- 1.10. **“Community”**. See **“Community of Dartmouth Green”**.
- 1.11. **“Community of Dartmouth Green”**. See the definition as stated in the Preamble.

- 1.12. **“Controlled Facilities.”** See **“Common Elements”**.
- 1.13. **“Convey” or “Conveyance”** shall mean and refer to the conveyance, dedication, lease, grant of easement or license, or any other similar grant of an interest in real property, together with the acceptance thereof by the grantee.
- 1.14. **“Declaration”** shall mean and refer to the terms, easements, covenants, conditions, restrictions, charges and liens set forth in this Amended and Restated Declaration and all other provisions set forth in this entire document, as they may be duly amended from time to time.
- 1.15. **“Directors”** shall mean and refer to members of the Board of Directors that are elected by Members of the Association at an Association Meeting.
- 1.16. **“Executive Board”** shall mean and refer to the body of persons, duly elected or appointed pursuant to the provisions of §4.5 of this Amended and Restated Declaration and the Bylaws of this Association, designated and empowered by this Amended and Restated Declaration to act on behalf of the Association and which shall manage the business and affairs of the Association in compliance with, and subject to, the provisions of the Act.
- 1.17. **“Financing Agencies”** shall mean and refer to those federal, state, local, and private agencies and entities which regulate, participate, or otherwise have an interest in the financing, whether the primary or secondary mortgage market, security, title, or conveyancing or real property interests in the Community including but not limited to the Department of Housing and Urban Development, Federal Housing Administration, Federal Home Administration, Veterans Administration, Federal Home Loan Mortgage Corporation, Federal National Mortgage Association and other similar entities.
- 1.18. **“General Common Expense”** shall mean and refer to the Association’s general operating fund, used for addressing day-to-day expenses and the maintenance of the Association’s assets.
- 1.19. **“Governing Documents”** shall mean and refer to this Amended and Restated Declaration, the Articles of Incorporation of the Association, the Association Bylaws, and any Rules & Regulations, all as may be duly amended from time to time.
- 1.20. **“Governmental/Public Service Entity”** shall mean and refer to the public, any governmental or quasi-governmental entity, public corporation, agency or authority, public or private utility, or similar entity acting on behalf of, or in service to, the public.
- 1.21. **“Improvements”** shall mean and refer to a structural addition or alteration that increases the overall value of a property, or adapts a property to a new use through upgrades or modifications.
- 1.22. **“Lot,” “Unit Lot,” and “Unit”** are synonymous and each shall mean and refer to each and every one of those certain parcels of land, shown on the Subdivision Plan of the Community of Dartmouth Green as numbered lots or parcels, upon each of which one Single-Family Residential Dwelling is erected. The term **“Lot”**, **“Unit Lot”**, and **“Unit”** shall not be construed to include Common Land or lands Conveyed to Governmental/Public Service Entities.
- 1.23. **“Lot Owner.”** See **“Owner”**.
- 1.24. **“Member” or “Membership”** shall mean and refer to members of the Association. The Owner, or Owners collectively if more than one, of each individual Unit Lot shall constitute one Member of the Association. Each Member shall hold one Membership in the Association. The Association shall

have one hundred thirty-three (133) Memberships, an amount equal to the number of Unit Lots within the Community of Dartmouth Green.

- 1.25. ***“Membership”***. See *“Member”*.
- 1.26. ***“Non-Conforming Modification”*** shall mean and refer to any Architecturally Controlled Improvement constructed, installed, placed or maintained on any Lot without approval from the Executive Board.
- 1.27. ***“Officers”*** shall mean and refer to non-voting members of the Board, elected or appointed by Directors pursuant to the Bylaws of the Association, that serve in roles deemed necessary by the Board and in the best interest of the Association.
- 1.28. ***“Overall Development Plan”*** shall mean and refer to Sheet S-2 of that certain plan identified as *Final Subdivision and Land Development Plan Phase-4 Dartmouth Green* prepared by Alpha Consulting Engineering, Inc, Camp Hill, Pennsylvania dated 30 July 2003 and last revised 24 September 2003.
- 1.29. ***“Overall Parcel”*** shall mean and refer to that certain real property described in Exhibit “B” to the Initial Declaration and as set forth in the Preamble hereto.
- 1.30. ***“Owner,” “Lot Owner,” or “Unit Owner”*** are synonymous and each shall mean and refer to the record owner, whether one or more persons or entities, of any Unit Lot which is a part of the Community of Dartmouth Green, excluding those having such interest, however described, merely as security for the performance of an obligation. However, a mortgagee in possession shall be deemed an Owner during the time of possession.
- 1.31. ***“Proposed Project Plan”*** shall mean and refer to an Owner’s formal proposal to the Executive Board for the purpose of obtaining pre-approval of any construction, installation, or replacement of an Architecturally Controlled Improvement as identified in §6.25. As appropriate, a Proposed Project Plan shall include any pertinent plans, construction documents, drawings, proposed lines and grades, setbacks, site plans, and landscape plans that clearly show and describe the scope of the work and all exterior materials to be used in the proposed project.
- 1.32. ***“Regular Meeting”*** shall mean and refer to any duly noticed Executive Board meeting, conducted with the purpose of transacting Association business affairs.
- 1.33. ***“Residential Dwelling”*** shall mean and refer to any building, designed for human living quarters, constructed on numbered lots and parcels of land as shown on the Subdivision Plan of the Community of Dartmouth Green.
- 1.34. ***“Residential Purposes”*** shall mean and refer to short- or long-term occupancy by an individual or a Single-Family as living quarters and traditional secondary uses thereto, but shall not include any business purposes.
- 1.35. ***“Single-Family”*** shall mean and refer to one or more persons, consistent with the zoning codes of Hampden Township, Cumberland County, Pennsylvania, that maintain a common household, whether or not related by blood, marriage or adoption, who live in a single Residential Dwelling within the Community of Dartmouth Green. This common household may also include domestic servants and occasional gratuitous guests.

- 1.36. **“Special Meeting”** shall mean and refer to any short notice and unscheduled meeting of the Executive Board required to address short notice, emergent, or unusual business circumstances that can’t wait until the next Regular Meeting.
- 1.37. **“Storm Water Facilities”** shall mean and refer to all those portions of the Community of Dartmouth Green designated for the purpose of storm water drainage detention, retention and/or control of the volume and/or rate and/or direction of storm water, including but not limited to basins, pipes, swales, inlets, systems, and other components and facilities appurtenant thereto as are constructed for the purpose of storm water drainage management. Storm Water Facilities exclude any facilities located entirely within the confines of an Owner Lot, and used for the sole purpose of storm water management within the boundaries of an Owner Lot, such as roof infiltrator systems.
- 1.38. **“Structure”** shall mean and refer to any manmade object having an ascertainable stationary location on or in land or water, whether or not affixed to the land. A Structure does not include construction at grade level such as patios, sidewalks or driveways, nor does it include fences or private swing sets and related play equipment.
- 1.39. **“Subdivision Plan”** shall mean and refer to those certain plans identified as:
- 1.39.1. **Final Subdivision and Land Development Plan Phase-1 Dartmouth Green** prepared by Alpha Consulting Engineering, Inc, Camp Hill, Pennsylvania dated 20 September 2000, last revised 12 December 2000 (containing 4 sheets), and as recorded in the Office of the Recorder of Deeds in and for Cumberland County, Pennsylvania on 20 March 2001 in Plan Book Volume 82, Page 150; and
 - 1.39.2. **Revised Final Subdivision Plan Phase-1 Dartmouth Green** prepared by Alpha Consulting Engineering, Inc, Camp Hill, Pennsylvania dated 20 September 2000, last revised 22 November 2002 (containing 4 sheets), and as recorded in the Office of the Recorder of Deeds in and for Cumberland County, Pennsylvania on 10 January 2003 in Plan Book Volume 88, Page 86; and
 - 1.39.3. **Revised Preliminary/Final Subdivision Plan Phase-Two Dartmouth Green** prepared by Alpha Consulting Engineering, Inc, Camp Hill, Pennsylvania dated 20 June, 2001, last revised 03 October 2002, and as recorded in the Office of the Recorder of Deeds in and for Cumberland County, Pennsylvania on 4 January 2002 in Plan Book 84, Page 88; and
 - 1.39.4. **Revised Final Subdivision Plan Phase-Two Dartmouth Green** prepared by Alpha Consulting Engineering, Inc, Camp Hill, Pennsylvania dated 24 June 2001, last revised 22 November 2002, and as recorded in the Office of the Recorder of Deeds in and for Cumberland County, Pennsylvania on 10 January 2003 in Plan Book 86, Page 89; and
 - 1.39.5. **Revised Preliminary/Final Subdivision Plan Phase-Three Dartmouth Green** prepared by Alpha Consulting Engineering, Inc, Camp Hill, Pennsylvania dated 18 July 2002, last revised 9 October 2002, and as recorded in the Office of the Recorder of Deeds in and for Cumberland County, Pennsylvania on 14 November 2002 in Plan Book 86, Page 44; and
 - 1.39.6. **Final Subdivision Plan Phase-Four Dartmouth Green** prepared by Alpha Consulting Engineering, Inc, Camp Hill, Pennsylvania dated 30 July 2003, last revised 24 September 2003, and as recorded in the Office of the Recorder of Deeds in and for Cumberland County, Pennsylvania on 9 December 2003 in Plan Book 88, Page 38

1.40. ***“Township”*** shall mean and refer to the Township of Hampden, Cumberland County, Pennsylvania, a township of the second class, duly and properly constituted as a political subdivision of the Commonwealth of Pennsylvania.

1.41. ***“Unit”*** or ***“Unit Lot.”*** See ***“Lot”***.

1.42. ***“Unit Owner.”*** See ***“Owner”***.

ARTICLE II

DESCRIPTIONS

2.1. Property Subject to this Amended and Restated Declaration.

The real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to this Amended and Restated Declaration is known as the Community of Dartmouth Green, located in Hampden Township, Cumberland County, Pennsylvania

- 2.1.1. as described in Exhibit “A”, attached to the Initial Declaration and made part of; and
- 2.1.2. as described in Exhibit “G”, attached to the First Amendment and made part of; and
- 2.1.3. as described in Exhibit “I”, attached to the Second Amendment and made part of; and
- 2.1.4. as described in Exhibit “K”, attached to the Third Amendment and made part of; and
- 2.1.5. as described in Exhibit “L”, attached to the Fourth Amendment and made part of.

2.2. Name, Location, and Dimensions of the Community.

The name of the community pursuant to the terms of this Amended and Restated Declaration is “Dartmouth Green, a Planned Community”. The location and dimensions of the Community of Dartmouth Green are shown and depicted on the Subdivision Plan.

2.3. Plats and Plans.

Pursuant to the provisions of §5201(i) of the Act, the Subdivision Plan, having been filed with, and approved by, the Township as “Final Plans”, and the Subdivision Plan having been recorded, all as set forth in §1.39 of this Amended and Restated Declaration, the Subdivision Plan shall be the plats and plans as required by §5210 of the Act, and the Subdivision Plan is hereby incorporated herein and made hereof.

The Certifications required by §5210(i)(3) of the Act are attached to the Prior Declaration as follows and are incorporated herein by reference as set forth in full:

- Exhibit “F” to the Initial Declaration.
- Exhibit “H” to the First Amendment.
- Exhibit “J” to the Second Amendment.
- Exhibit “M” to the Fourth Amendment.

The location and dimensions of all easements serving or burdening any portion of the Community of Dartmouth Green (the location and dimensions of which are capable of being shown on a plan) are shown on the Subdivision Plan.

In addition to the location and dimensions of all easements serving or burdening any portion of the Community of Dartmouth Green (the location and dimensions of which are capable of being shown on a plan) shown on the Subdivision Plan, easements for Controlled Facilities are as shown and described on Exhibit "N", Exhibit "O", Exhibit "P", Exhibit "Q", Exhibit "R", and Exhibit "S".

2.4. Units.

Each Unit is defined as being a Lot as shown on the Subdivision Plan upon which one Single-Family Residential Dwelling is erected, excepting therefrom any Lot or Lots Conveyed to Governmental/Public Service Entities. The terms Unit and Lot are synonymous. The identifying number of each Unit is the Lot Number for such Lot as shown on the Subdivision Plan. The horizontal boundaries of each Unit are the Lot boundaries as shown on the Subdivision Plan. There are no vertical boundaries to any Unit and there are no horizontal boundaries of any Unit which are not shown on the Subdivision Plan.

There are no buildings that contain or comprise all or part of any Unit nor located within nor must be built within any portion of the Community of Dartmouth Green.

There are 133 Units in the Community of Dartmouth Green.

No Unit may be subdivided into two or more Units.

The Association Interest of each Unit Lot shall be the quotient of one (1) divided by one hundred thirty-three (133), the number of Unit Lots in the Community of Dartmouth Green.

The Common Expense Liability of each Unit Lot each year is the product of the Association Interest of such Unit and the General Common Expense Budget together with the Special Allocation Expense Assessment against such Unit Lot all as duly adopted pursuant to the provisions of §5.4 of this Amended and Restated Declaration.

2.5. Common Elements.

The Common Elements are comprised of both Common Land and Controlled Facilities.

The Common Land is defined in §1.7.1 of this Amended and Restated Declaration, and include those parcels of land within the Community of Dartmouth Green as shown and identified on the Subdivision Plan as Parcel's "B" and "C" and on the Overall Development Plan as Parcel's "B", "C", and "D". The Common Land does not include any land Conveyed to Governmental/Public Service Entities.

The Controlled Facilities are defined in §1.7.2 of this Amended and Restated Declaration and include those portions of the Storm Water Facilities that are not located within the Common Elements. Exhibit "T" identifies all Controlled Facilities located within the Community of Dartmouth Green.

The description of the obligations of the Association for the maintenance, improvement, repair, replacement, regulation, management and control of the Common Elements is set forth in §4.2 of this Amended and Restated Declaration.

2.6. Limited Common Elements or Limited Facilities.

There are no Limited Common Elements, Limited Common Facilities or Limited Controlled Facilities created by the terms of this Amended and Restated Declaration. There are no time-share estates created by the terms of this Amended and Restated Declaration.

2.7. Convertible, Withdrawable and Additional Real Estate.

There is no Convertible Real Estate in which additional Units, Common Elements, and Limited Common Elements, or any combination thereof, may be created.

There is no Withdrawable Real Estate which may be withdrawn from the Community.

There is no Additional Real Estate in which additional Units and Common Elements may be further created.

ARTICLE III

PROPERTY RIGHTS AND RESPONSIBILITIES

3.1. Common Elements.

All of the Community of Dartmouth Green, which is neither a part of any Unit Lot, nor Conveyed to a Governmental/Public Service Entity, is a Common Element.

3.1.1. Disposition of Common Elements.

The Association may not dissolve, nor dispose of the Common Elements, by sale or otherwise, except upon Conveyance of the Common Elements to a Governmental/Public Service Entity or other organization which such other organization has been organized for, or has adopted the purpose of, ownership of the Common Elements and performance of the duties and obligations of the Association as set forth in the Governing Documents, subject to the provisions of §5318 of the Act.

3.1.2. Use of Common Land.

The Common Land shall remain in perpetuity reserved and restricted to use for Storm Water Facilities, as open space, undeveloped land and/or space for recreational facilities, accessways, utility and other easements and servitudes, and such other uses as are consistent with the Governing Documents. Unless and until any Common Land is used for recreational facilities, Storm Water Facilities, or accessways, such Common Land, whether subject to easement or other servitude or unencumbered, shall be designated as "Undeveloped Common Land". Such Undeveloped Common Land shall be graded and landscaped or shall be left in its natural state where appropriate such as where such Undeveloped Common Land is wetlands or woods, an aggregation of trees (e.g. wood stand), or other vegetation which serves as a visual barrier, nature preserve or other beneficial function.

3.1.3. Owner's Easement of Enjoyment.

Every Owner shall have a right and easement of enjoyment in and to the Common Land which shall be appurtenant to and shall pass with title to and be unseverable from each Lot, subject to the following provisions:

3.1.3.1. The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situate upon the Common Land.

3.1.3.2. The right of the Association, upon determination, after notice and opportunity for a hearing, of nonpayment of assessments, or violation of Governing Documents by an Owner, to suspend the rights of any Lot Owner to the use and enjoyment of Common Land.

3.1.4. Delegation by Owner.

Without impacting the natural state of the Common Lands, every Owner shall have the right to delegate, in accordance with the Governing Documents, his or her right of access of Common Lands to the members of his or her family, guests, tenants, or contract purchasers who reside in the Community of Dartmouth Green.

3.2. Limitations of Easements, Rights and Privileges.

The easements, rights and privileges granted by this Amended and Restated Declaration shall be for the benefit of and be restricted solely to the Association and to Owners of all or any portion of the Community of Dartmouth Green, and such Owners may grant the benefit of such easements, rights and privileges to such Owner's tenants for the period of such tenancy, but the same is not intended to create, and shall not be construed as creating any rights in and for the benefit of the general public.

3.3. Easements and Licenses.

3.3.1. Each Unit Owner shall afford to the Association and its agents or employees reasonable access through their Lot for the purpose of maintenance, repair and replacement of the Common Elements.

3.3.2. Some or all of the Community of Dartmouth Green is subject to recorded restrictions, easements and licenses. As of the date of the filings of the Prior Declaration, the following restrictions, easements or licenses appurtenant to or included in the Community of Dartmouth Green are recorded in the Office of the Recorder of Deeds in and for Cumberland County, Pennsylvania as follows:

3.3.2.1. set-back lines, plan notes, easements, conditions and encumbrances as shown on Subdivision Plan Book 81, Page 108.

3.3.2.2. rights granted to others to the use of a fifteen (15) foot wide corridor between 1300 Windsor Road and 1290 Windsor Road as set forth in Deed Book R-11, Page 465.

3.3.2.3. rights granted to others to the use of a ten (10) foot wide corridor between 1280 Windsor Road and 1270 Windsor Road as set forth in Deed Book R-11, Page 465.

3.3.2.4. well rights granted to others as set forth in Deed Book R-11, Page 465; and Deed Book V-14, Page 575.

3.3.2.5. Notice of Condemnation by the Commonwealth of Pennsylvania -- Department of Transportation as set forth in Deed Book G-36, Page 943.

3.3.2.6. rights granted to Hampden Hearth Joint Venture as set forth in Easement Agreement recorded in Record Book 335, Page 1068; and Amendment recorded in Misc. Book 335, Page 1074.

3.3.2.7. Deed of Easement to Hampden Township Sewer Authority as set forth in Misc. Book 384, Page 1083.

3.3.2.8. rights of others in and to Conodoguinet Creek crossing or abutting the Community of Dartmouth Green.

3.3.2.9. Right-of-Way Agreement to PPL Electric Utilities Corporation.

3.3.2.10. Deed of Easement and Right-of-Way to Pennsylvania American Water Company.

3.3.2.11. cable TV easement to Comcast Cable, Inc.

3.3.2.12. easement to Verizon.

3.3.2.13. public and private rights in and to that portion of the premises lying in the beds of the public roads.

3.3.2.14. set-back lines, plan notes, easements, conditions and encumbrances as shown on the Final Subdivision Plan Phase-Four Dartmouth Green recorded in Plan Book 88, Page 38.

ARTICLE IV

DARTMOUTH GREEN HOMEOWNERS ASSOCIATION

4.1. The Association.

The Association is a non-profit, non-stock corporation organized and existing under the laws of the Commonwealth of Pennsylvania. It is charged with the duties and vested with the powers prescribed by law and set forth in Governing Documents, and as such, may be amended, provided no other Governing Documents other than this Amended and Restated Declaration shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Amended and Restated Declaration.

4.1.1. Powers and Duties of the Association.

The Association shall have all powers necessary and proper to maintain the rights of the Association and to perform the duties of the Association all as set forth in this Amended and Restated Declaration and as set forth in the Act, but limited to the power, right and duty to:

- 4.1.1.1.** adopt and amend Bylaws and Rules and Regulations.
- 4.1.1.2.** adopt and amend budgets for revenues, expenditures and reserves and collect assessments for General Common Expenses, Special Allocation Expenses, and the maintenance of the Reserve Fund from Owners.
- 4.1.1.3.** as required, hire and terminate managing agents and other employees, and independent contractors.
- 4.1.1.4.** institute, defend or intervene in litigation or administrative proceedings in its own name on behalf of itself or between two or more Unit Owners on matters involving the Governing Documents.
- 4.1.1.5.** make contracts and incur liabilities.
- 4.1.1.6.** regulate the use, maintenance, repair, replacement and modification of Common Elements.
- 4.1.1.7.** cause additional improvements to be made as part of the Common Land, and, to the extent permitted by this Amended and Restated Declaration, the Controlled Facilities.
- 4.1.1.8.** acquire, hold, encumber and convey in its own name any right, title or interest to real property, but Common Elements may be conveyed or subjected to a security interest only pursuant to the provisions of the Act and of this Amended and Restated Declaration.
- 4.1.1.9.** grant easements, leases, licenses, and concessions through or over the Common Land, and only to the extent permitted by this Amended and Restated Declaration, the Controlled Facilities.
- 4.1.1.10.** impose and receive payments, fees or charges for the use of Common Elements.

4.1.1.11. impose charges for late payments of assessments.

4.1.1.12. after notice and an opportunity to be heard, levy reasonable fines for violations of this Amended and Restated Declaration, the Bylaws, and the Rules and Regulations of the Association.

4.1.1.13. impose reasonable charges for the preparation and recording of amendments to this Amended and Restated Declaration and for Resale Certificates required by §5407 of the Act.

4.1.1.14. provide for the indemnification of the Directors and Officers of the Executive Board and maintain Directors' and Officers' liability insurance.

4.1.1.15. exercise any other powers conferred by the Act and Governing Documents.

4.1.1.16. exercise all other powers that may be exercised in this Commonwealth by legal entities of the same type as the Association.

4.1.1.17. exercise any other powers necessary and proper for the governance and operation of the Association.

4.1.1.18. assign its right to future income, including the right to receive common expense assessments, without limitation.

4.1.2. Any exercise of power under the above §4.1.1.7, §4.1.1.8, or §4.1.1.9 which would materially impair the quiet enjoyment of a Unit shall require prior written approval of the Owner of that Unit.

4.2. Maintenance Responsibilities of the Association.

4.2.1. Common Land and Controlled Facilities.

The Association shall have the obligation to make adequate provision for the maintenance, repair and replacement of, and to maintain, repair or replace as and when in the sole judgement of the Board, any and all buildings, Structures, facilities and land comprising the Common Elements in a manner which preserves, keeps functional, complies with all applicable Township, County, State and Federal regulations, ordinances and laws and retains the functional condition thereof. This shall include, but is not limited to maintenance of:

4.2.2.1. Common Land, wetlands, lawn, tree, shrubs, and landscaping;

4.2.2.2. Storm Water Facilities, as defined in §1.37 of this Amended and Restated Declaration.

4.3. Insurance to be Carried by the Association.

The Association shall carry and maintain such insurances as are required by, and such insurance coverage shall be maintained and administered in accordance with, the provisions of §5312 of the Act including:

4.3.1. comprehensive general liability insurance, including medical payments insurance, in an amount determined by the Board, but not less than the 2005 Net Present Value of \$500,000.00, covering all occurrences commonly insured against for death, bodily injury and property damage, arising out of or in connection with the use, ownership or maintenance of the Common Elements; and

4.3.2. any other insurance deemed appropriate by the Board to protect the Association or the Owners.

4.4. Membership and Voting Rights.

The conditions of membership in the Association are such that the Members shall be those Owners and only those Owners of Lots in the Community of Dartmouth Green.

Membership in the Association is coextensive with, and indivisible from, ownership of a Lot in the Community of Dartmouth Green. Each and every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from the ownership of a Lot.

The Owner, or Owners collectively if more than one, of each individual Lot shall constitute one Member of the Association. Each Member shall hold one Membership in the Association. The Association shall have a total of one hundred thirty-three (133) Memberships as there are one hundred thirty-three (133) Lots in the Community of Dartmouth Green.

Each Member shall have one vote in the Association. The total number of votes in the Association shall be one hundred thirty-three (133), representing the total number of Lots within the Community of Dartmouth Green.

4.4.1. Exercise of Vote.

If any Membership is comprised of two or more persons (that is, if any individual Lot is owned by two or more persons), all such persons shall be entitled to the benefits of, and be responsible jointly and severally, for the obligations of membership in the Association. The vote for such Membership shall be cast as such Owners shall decide amongst themselves and the vote may be exercised by any one of them, unless any objection or protest by any other of them is made prior to the completion of a vote, in which case the vote for such Membership shall be cast in accordance with the majority vote of such Owners. If a majority vote of such Owners is unattainable, the vote of such Membership shall be cast as an abstention. In no event, however, shall more than one vote be cast with respect to any Membership. If only one Owner appears (in person or by proxy) at a meeting, it shall be presumed that such Owner is authorized by all other Owners to vote on behalf of all Owners.

Each Membership can cast only one vote for any single motion put before the Association or for any election of an individual Director. Cumulative voting shall not be permitted.

4.5. Executive Board.

The business affairs of this Association shall be managed by an Executive Board, the Directors of which shall be elected by the Members in accordance with the Bylaws of this Association. The Board shall be constituted and organized, and shall operate, in accordance with the Bylaws of this Association.

4.5.1. Powers and Duties of the Executive Board.

The Board shall have the powers to do all things necessary or appropriate to carry out the duties and obligations imposed upon it by the Governing Documents or otherwise by law, and such powers shall include that the Board may act in all instances on behalf of the Association.

4.5.2. Indemnification of Officers, Executive Board and Committee Members.

The Association shall indemnify every Director, Officer, and Committee Member, his or her heirs, executors and administrators, against all loss, cost and expense, including attorneys' fees, reasonably incurred by him or her in connection with any action, suit or proceeding to which he or she may be made a party by reason of his or her being, or having been a Director, Officer, or Committee Member, except as to matters as to which he or she shall be finally adjudged in such action, suit or proceeding, to be liable for gross negligence or willful misconduct. All such liability, loss, damage, cost and expense incurred or suffered by the Association by reason, or arising out of or in connection with this indemnification provision shall be treated by the Association as General Common Expense.

ARTICLE V

ASSESSMENTS

5.1. Creation of the Lien and Personal Obligation of Assessments.

The Owner of each Lot in the Community of Dartmouth Green, by the acceptance of a deed to said Lot, whether or not it shall be so expressed in such deed, including without limitation any purchaser at judicial sale or heir or devisee of a deceased Owner obligates and binds himself, herself, his or her heirs and assigns, to become a Member of the Association and to be bound by all its rules and regulations and to be subject to all of the duties and obligations imposed by ownership of, and membership in, said Association and is deemed to covenant and agree to pay the Association an annual assessment equal to the Common Expense Liability allocated to such Lot, and subject to the provisions of §5314 of the Act, such assessments shall be established and collected as hereinafter provided.

Subject to the provisions of §5315 of the Act, all assessments, together with interest, costs and reasonable attorney's fees (regardless of whether suit is filed), shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of each person who was the Owner of such Lot at the time when the assessment or installment thereof became due. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them, but nothing herein contained shall be deemed to discharge the lien of the assessment upon the land, the subject thereof. No Owner may waive or otherwise avoid liability for the assessments provided for herein by non-use of the Common Elements nor by abandonment of the Lot owned.

Any amounts received by the Association from collection of General Common Expense assessments and Special Allocation Expense assessments that are in excess of the amount required to execute the Association's approved budget for that fiscal year shall be, at the discretion of the Executive Board, credited to either the Reserve Fund or returned to the Owners as a pro-rata share. Consideration of any such excess funds in determining future budgets and assessments shall constitute a return of the funds to the Owners as a pro-rata share.

5.2. Resale Certificates.

Within ten (10) days of actual receipt of a request therefor, the Executive Board shall provide a Resale Certificate, consistent with §5407 of the Act, which shall set forth any assessments and charges, or installments thereof, due upon such Lot as of the date of issuance and shall certify as to whether or not there are violations of the Governing Documents remaining on the Lot known to the Association as of the date of issuance. A reasonable fee may be established for the cost of preparation of such certificate and shall be paid by the requester at the time of request for such certificate. A properly executed certificate of the Association as to the status of assessments or installments thereof on a Lot is binding upon the Association as of the date of its issuance as to any purchaser or mortgagee relying thereon in good faith, but shall not relieve the Owner of personal liability.

5.3. Purpose of Annual Assessments.

The assessments levied by the Association shall be used exclusively to:

5.3.1. promote the recreation, health, safety and welfare of the residents in the Community of Dartmouth Green;

5.3.2. for the improvement and maintenance, repair and replacement of the Common Elements;

5.3.3. for the performance of the obligations of the Association;

5.3.4. for the creation, maintenance and enhancement of a Reserve Fund;

5.3.5. for the maintenance of necessary insurance policies;

5.3.6. and for the payment of all obligations required of the Association created by its own acts or imposed upon it by law or by terms of the Governing Documents.

5.4. Budgeting and Annual Assessments.

5.4.1. For budgeting and accounting purposes, the Association's fiscal year is defined as January 1 through December 31 of each calendar year. Each fiscal year, the Association shall plan and budget for the following:

5.4.1.1. General Common Expenses.

This serves as the Association's general operating fund and is used for addressing day-to-day and budgeted expenses and the maintenance of the Association's assets.

5.4.1.2. Special Allocation Expenses.

Levied or not levied in any given fiscal year, Special Allocation Expenses are applied only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement of a part of the Common Elements including fixtures and personal property related thereto, provided that any such assessment shall have the assent of a majority of Members at a meeting duly called for such purpose. In case of emergency, the Board shall have the authority to immediately act in the best interest of the Association.

5.4.1.3. Reserve Fund.

In order to minimize, if not eliminate the future need for a Special Allocation Expense assessment, the Association will establish a Reserve Fund, to be used for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a Common Element. The Reserve Fund may also be used, at the discretion of the Executive Board, to offset General Common Expense shortfalls in any given fiscal year. The minimum target funding threshold for this fund shall be set at a calendar year 2022 Net Present Value of \$60,000.00.

5.4.2. Within thirty (30) days prior to the end of each Association's fiscal year, the Executive Board shall prepare and adopt the next year's budget composed of General Common Expenses, and, if required, Special Allocation Expenses. The Executive Board shall also establish a reasonable budget for the gradual building of and then maintaining the Reserve Fund as described in §5.4.1.3 and shall include such amount as a line item in the annual budget. The fiscal year budget, to be executed solely for the purposes as set forth in the Governing Documents, must be approved by a majority Executive Board vote.

5.4.3. The Executive Board shall, within thirty (30) days prior to the end of the Association's fiscal year, fix an Annual Assessment against each Member in an amount equal to the proposed fiscal year's budget divided by the ratio of 1/133.

Written notice of the proposed fiscal year budget and the Annual Assessments against each Lot shall be sent to every Owner at least forty-five (45) days prior to the due date of the Annual Assessment. Unless objection to any budget or Annual Assessment is made by not less than an absolute majority of the Community (sixty-seven (67) or more Members) within thirty (30) days after the mailing of such notice, the same shall be deemed adopted and shall be binding on all Members of the Association.

In the event that the Board shall fail to fix any Annual Assessment for any fiscal year, then the Annual Assessment established for the prior fiscal year shall then be continued until as such time as the Board shall act.

5.4.4. If and when required, any Special Allocation Assessment shall be applied against each Member in an amount equal to the Special Allocation Assessment divided by the ratio of 1/133.

5.5. Special Assessment Requirements.

Under normal or planned circumstances, any Special Allocation Expense project must be approved by a majority of Members present at a meeting duly called for such purpose. Members shall also be afforded the opportunity to determine how the costs for such Special Allocation Expenses shall be defrayed amongst the Association. If an emergency, a Special Allocation Expense project can be approved by the Executive Board, but Members shall then be afforded the opportunity through a Special Allocation Expense meeting to approve by a majority vote how the costs for the emergency project shall be defrayed amongst the Association.

Written notice of any meeting called for the purposes of taking any action authorized under §5.5 shall be sent to all Members not less than ten (10) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast ten (10) percent of all of the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called for a date not later than sixty (60) days following the preceding meeting, subject to the same notice requirement, and the required quorum at such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting.

5.6. Payment of Annual Assessments.

Owners shall pay their Annual Assessment in full with a one-time payment during the forty-five (45) day billing period. However, an Owner may request that they pay their Annual Assessment in installments of a semi-annual or quarterly basis. Such a request must be made by the Owner in writing (an email is sufficient) and submitted to the Board prior to the Annual Assessment payment deadline.

5.7. Non-Payment of Annual Assessments.

Any assessment or installment thereof not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of fifteen (15%) percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien of such assessment or installment thereof against the Lot.

Each Owner on becoming an Owner of any Lot shall be deemed to covenant and agree to the enforcement of all assessments in the manner specified in this Amended and Restated Declaration and in the Act. Each Owner agrees to pay reasonable attorney's fees as established by the Board and costs incurred in the collection of any assessment against such Owner and/or such Owner's Lot, whether by suit or otherwise, or in enforcing compliance with or specific performance of the terms and conditions of the Governing Documents as against such Owner and/or such Owner's Lot.

Any assessment or installment thereof not paid within fifteen (15) days after the due date shall be delinquent. Thereupon the Association may exercise any one or more of the following remedies, after notice of such delinquency to the Owner, which are all declared to be cumulative and not exclusive. The selection of a single remedy or multiple remedies shall not be deemed an election thereby excluding any other remedies, but the Association may exercise any and all remedies singularly, consecutively, or concurrently:

- 5.7.1. declare the entire balance of such annual or special assessment due and payable in full.
- 5.7.2. charge a late fee in the amount to be set by the Executive Board.
- 5.7.3. upon notice to the Owner suspend the right of such Owner to vote and/or to use the Common Elements until the assessment and accrued charges are paid in full.
- 5.7.4. employ any other remedies available at law or in equity which, without limitations of the foregoing, shall include either of the following procedures:

5.7.4.1. Enforcement by Suit.

The Association may commence and maintain a suit by law against any Owner or Owners for such delinquent assessments as to which they are personally obligated. Any judgement rendered in any such action shall include the amount of the delinquency, together with interest thereon at the rate of fifteen percent (15%) percent per annum from the due date, costs of collection, court costs, and reasonable attorney's fees. Suit to recover any money judgement for any unpaid assessments shall be maintainable without foreclosing or waiving the lien hereinafter provided for.

5.7.4.2. Enforcement by Lien.

The Association may foreclose the lien imposed by §5315 of the Act and perfected by the recordation of this Amended and Restated Declaration in accordance with, and subject to, the provisions of §5315 of the Act.

5.8. Exempt Property.

All property Conveyed to any Governmental/Public Service Entity shall be exempt from assessments pursuant to this Amended and Restated Declaration.

5.9. Enforcement by Hampden Township and Assessments Therefor.

In the event that the Association or any successor organization, shall at any time after conveyance to the Association thereof, fail to maintain the Common Elements in a manner which preserves, keeps functional, complies with all applicable Township, County, State and Federal laws, and retains the functional condition thereof, the Board of Commissioners or agents of Hampden Township may serve

written notice upon the Association or upon the Owners of the Lots in the Community of Dartmouth Green setting forth the manner in which the Association has failed to maintain the Common Elements in such condition, and said notice shall include a demand that such deficiencies of maintenance be corrected within thirty (30) days thereof.

If the deficiencies set forth in the notice shall not be corrected within thirty (30) days, Hampden Township, in order to preserve the Common Elements from becoming a public nuisance, may enter upon such portions of the Community of Dartmouth Green as are necessary to maintain and may thereafter maintain the same for such period of time as the Board of Commissioners or agents of Hampden Township shall determine. Said maintenance by Hampden Township shall not constitute a taking of said Common Elements nor vest in the public any rights to use the same.

The cost of such maintenance and enforcement procedure referred to above, including reasonable attorney, engineering and like fees and costs, shall be assessed as a pro-rata share against the Lots within the Community of Dartmouth Green that have a right of enjoyment of the Common Elements and shall become a lien on said Lots. Hampden Township, at the time of entering upon the portions of the Community of Dartmouth Green required to maintain for the purpose of maintenance, shall file a notice of lien in the Office of the Prothonotary of Cumberland County upon the Lots within the Community of Dartmouth Green affected by the lien.

ARTICLE VI

RESTRICTIVE COVENANTS

6.1. Single Family Residences Only.

Unless otherwise hereinafter expressly provided, all Lots shall be used solely for private, Single-Family Residential Purposes.

No more than one detached, Single-Family Residential Dwelling with integral garage shall be constructed, placed or maintained on each Lot, and the Residential Dwelling shall be occupied by no more than a Single-Family as such term is defined in §1.35 of this Amended and Restated Declaration.

No enclosed Structure, as defined by §1.38 of this Amended and Restated Declaration, separate from the detached, Single-Family Residential Dwelling constructed on the Lot, may be placed or maintained on any Lot. No detached Structures, including garages, greenhouses, walk-in sheds, or other enclosed Structures may be placed or maintained on any Lot.

Subject to Architectural Review and approval processes as set forth in §6.25 of this Amended and Restated Declaration, any addition to the detached, Single-Family Residential Dwelling constructed on each Lot, and any fence, wall, planting or other improvement or modification erected, placed or maintained on a Lot shall be harmonious in design with the Single-Family Residential Dwelling on the Lot.

The landscaping and maintenance thereof shall be in accordance with the residential character of the Community. No hedges or mass groupings of shrubs and/or trees which could be a visual barrier comparable to a fence shall be placed or maintained closer to the street than the building set-back line established by Hampden Township, Cumberland County, Pennsylvania zoning ordinances.

6.2. Temporary Facilities.

No temporary Structure, trailer, garage, tent or other similar facility shall be placed or used at any time for Residential Purposes as defined by §1.34 of this Amended and Restated Declaration.

Nothing herein shall prohibit the placement on any Lot of temporary construction trailers, sheds, portable toilets or similar items during construction, repair of, or addition to, any improvements on a Lot.

6.3. Business Use.

No trade, business or profession, except customary home occupations clearly incidental to the residential use of the Residential Dwelling on a Lot and subject to compliance with and approval of all governmental agencies having jurisdiction thereof, shall be regularly conducted or pursued on any Lot or within or without any Structure on any Lot.

No vehicle, equipment, or Structure shall be placed, maintained, constructed or operated, temporarily or permanently, on any Lot for any trade, business or other commercial purpose.

6.4. Leasing and Rental Agreements.

Each Owner shall have the right to lease their Unit, subject to all applicable zoning ordinances as established by the Hampden Township, Cumberland County, Pennsylvania as well as the following restrictions:

6.4.1. Each permitted lease shall be in writing and subject to the Governing Documents of the Community of Dartmouth Green. Owners shall provide their lessees a copy of the Association's Amended and Restated Declaration, Bylaws, and Rules and Regulations at the time of appropriately signing any lease or rental agreement. Any failure of the lessee and tenants to comply with the terms of the Governing Documents shall be considered a default under the lease.

6.4.2. Occupancy of the same Unit at the same time by both Owners and lessees is not permissible as that is considered a multi-family household and a violation of §6.1 of this Amended and Restated Declaration.

6.4.3. No Owner shall lease their Unit for transient or hotel purposes, to include but not limited to Airbnb, VRBO, bed & breakfast, or other vacation and business rental purposes.

6.4.4. The Owner shall provide the Board with the appropriate contact information for the new tenants to include the primary and secondary adult names, phone numbers, and email addresses of the tenants within 30-days of occupancy.

6.4.5. Regardless of any contractual obligations between the Owner and lessee, Owners remain fully accountable to the Association for the behavior of their tenants. Any fines or past-due assessments associated with the Unit Lot are the responsibility of the Owner.

6.4.6. Subletting of any Lots by lessees or tenants is strictly prohibited.

6.5. Animals.

Except for animals commonly recognized as domestic house pets, no animals of any kind, whether mammal, bird, reptile or other, shall be at any time kept on any Lot.

No animals may be raised or kept on any Lot for commercial breeding or for any other commercial purpose.

Pets shall be maintained and controlled at all times so as not to offend or disturb other Lot Owners or occupants by noise, elimination, odor, intrusion, destruction of property or otherwise.

6.6. Firewood.

Wood or any other material which is capable of being used for fuel in a fireplace, stove, or similar heating device may be stored inconspicuously from a front property line view in a structure similar to a firewood rack.

6.7. Tanks.

Tanks for the storage of any liquid or gas (including but not limited to water, gas, oil, or propane) shall not be installed, placed or maintained on any Lot, excepting only fuel tanks which are used for or attached to a cooking or portable heating appliance.

6.8. Nuisances.

No nuisance, or noxious, offensive, or dangerous activity or thing shall be created, permitted or conducted on or about any Lot including but not limited to uncontained open or smoking fires, refuse, or improperly stored items.

6.9. Vehicles.

No mobile home, bus, motor home, camper, trailer, commercial vehicle, unlicensed/unregistered motor vehicle, airplane, boat, snowmobile or other specialized recreational vehicle, inoperative vehicles, or accessories associated with such vehicles shall be placed, used, operated, maintained or stored on or in the Community of Dartmouth Green nor parked on any vehicular area within the Community of Dartmouth Green except for such time as is necessary to load or unload same, or pickup or discharge passengers therefrom.

Nothing herein shall prohibit the storage of any of the aforesaid vehicles or accessories provided such storage is completely within a garage.

6.10. Fences.

No fence shall be erected, installed, or maintained on any Lot unless and until such fence to be installed adjacent or in proximity thereto, shall have been approved as an Architecturally Controlled Improvement pursuant to the provisions of §6.25 of this Amended and Restated Declaration.

Fences constructed in the Community of Dartmouth Green shall be constructed (and finished) of:

- 6.10.1.** white colored vinyl; or
- 6.10.2.** ivory colored vinyl; or
- 6.10.3.** vinyl colored substantially the same as the siding of the Residential Dwelling on the Lot;
or
- 6.10.4.** wood painted white; or
- 6.10.5.** wood painted the substantially same color as the siding of the Residential Dwelling on the Lot; or
- 6.10.6.** decorative metal fencing that is harmonious in design and color with the Residential Dwelling on the Lot.

No chain link fences, other wire construction fences, or solid walls (excepting retaining walls) shall be placed, erected or maintained in the Community of Dartmouth Green at any time.

Each boundary line which is coextensive with the right-of-way of any street or roadway is a "Front Property Line". Each Lot boundary line which intersects the Front Property Line is a "Side Property Line". All Lot boundary lines which are not either a Front Property Line or a Side Property Line are "Rear Property Lines", except that if a Lot is bounded only by Front Property Lines and Side Property Lines, the Lot Owner may designate one of the Side Property Lines as a Rear Property Line (e.g. corner lots). (See Exhibit "C" attached to the Initial Declaration and incorporated herein by reference as is set forth in full).

No fence may be erected, placed or maintained on any Lot closer to each Front Property Line of such Lot than the distance which is three (3) feet greater than the distance from each such Front Property Line to the closest point of the Residential Dwelling constructed on the Lot. (See Exhibit "C" hereto).

All fence or privacy barrier installations shall conform with the current regulations of Hampden Township ordinances regarding side and rear yard fences, provided however, that this provision shall not otherwise alter the provisions of this Amended and Restated Declaration relative to Front Property Line fences.

No fence or similar structure in excess of forty-two (42) inches in height shall be erected, placed or maintained on any Lot, excepting only fences enclosing a swimming pool installed on a Lot. A fence enclosing a swimming pool installed on a Lot may not be: a) in excess of six (6) feet in height, nor b) if such fence is in excess of forty-two (42) inches in height, enclose an area more than 200% of the surface area of the water of the swimming pool.

6.11. Swimming Pools.

No swimming pool shall be constructed, placed, or maintained upon any Lot unless the same shall have been approved as an Architecturally Controlled Improvement pursuant to the terms of §6.25 of this Amended and Restated Declaration, and such swimming pool shall be constructed such that when the pool has been filled with water, the surface area of the water shall be lower than the grade of the soil of the Lot surrounding the pool on all sides thereof, it being the intent that no "above-ground" swimming pools be permitted on any Lot at any time.

No swimming pool shall be constructed, placed, or maintained upon any Lot closer to any property boundary than a fence could be constructed in accordance with the provisions of §6.10 of this Amended and Restated Declaration.

The construction of any swimming pool shall not impede, redirect, accelerate or otherwise change or modify the flow of surface water to, over, or from a Lot as outlined in §6.13.

6.12. Swim Spas.

No swim spa shall be constructed, placed, or maintained upon any Lot unless the same shall have been approved as an Architecturally Controlled Improvement pursuant to the terms of §6.25 of this Amended and Restated Declaration.

Swim spas can be incorporated and integrated with the Residential Dwelling's deck and/or patio. If placed within the yard and detached from the Residential Dwelling, deck, or patio, then the spa must be installed in-ground where the surface area of the water is lower than the grade of the soil of the Lot surrounding the swim spa on all sides thereof.

No swim spa shall be constructed, placed, or maintained upon any Lot closer to any property boundary than a fence could be constructed in accordance with the provisions of §6.10 of this Amended and Restated Declaration.

Swim spas must be properly secured and contained by such means as securely locked covers, fencing pursuant to the terms of §6.10 of this Amended and Restated Declaration, or other means as established by the Hampden Township, Cumberland County, Pennsylvania ordinances.

The construction of any swim spa shall not impede, redirect, accelerate or otherwise change or modify the flow of surface water to, over, or from a Lot as outlined in §6.13.

6.13. Surface Water Flow.

After completion of the construction thereon of a Residential Dwelling and the establishment of grades for the flow of surface water, the grading of any Lot shall not be changed or modified so as to impede, redirect, accelerate or otherwise change or modify the flow of surface water to, over or from a Lot.

6.14. Antennas.

No antennas, exposed electrical or electronic wires, or lines shall be erected or maintained on the outside of a Structure on any Lot, including without limiting the generality thereof, any television receiving antennas, satellite receiving antennas, radio receiving antennas or radio or television transmitting antennas, excepting only satellite television receiving antennas not exceeding twenty-four (24) inches in diameter. Satellite television receiving antennas not exceeding twenty-four (24) inches in diameter shall be erected and mounted only on the Residential Dwelling or within three (3) feet thereof and no higher than the soffit line of the Residential Dwelling.

6.15. Laundry.

No poles, wires, ropes, or other fixtures or appliances or portions thereof upon which laundry is hung or exposed shall be erected, placed or maintained upon any Lot closer to any property boundary than a fence could be constructed in accordance with the provisions of §6.10 of this Amended and Restated Declaration. Laundry may be exposed on each Lot during any period of seven (7) days for no more than two (2) periods not to exceed eight (8) hours each.

6.16. Gardens.

Any flower or vegetable garden maintained on any Lot shall be:

6.16.1. maintained free of unsightly weeds and dead plants and/or crops; and

6.16.2. maintained such that there shall be no soil erosion of the garden area; and

6.16.3. not be in excess of three hundred (300) square feet in size; and

6.16.4. maintained such that no part of such garden area shall be closer to any property boundary than a fence could be constructed in accordance with the provisions of §6.10 of this Amended and Restated Declaration.

6.17. Signs.

Except as provided in §6.17.1 through §6.17.6 or as may be required by legal proceedings or other governmental processes, no signs, billboards, notices, advertising, displays, or other attention attracting devices shall be erected or maintained on any Lot.

6.17.1. Real Estate Signage.

Owners renting or selling their Lots may temporarily place a single real estate sign, not exceeding eight (8) square feet in size, advertising the sale or lease of their property within the confines of their Lot. A single real estate sign may also be placed on the area of Common Land fronting Creekview Road, but may not be placed anywhere on the Sanderling Drive island at the front entrance of the Community. All real estate signage must be removed within three (3) days of contract closing or lease occupancy.

6.17.2. Common Land.

Except as provided for in §6.17.1, Owners shall not erect or maintain any signs, billboards, notices, advertising, displays, or other attention attracting devices on any Common Land. However, the Board may use the Common Land to advertise functions or notices of sole interest to the Community.

6.17.3. Retail Services or Supplies.

Signage, billboards, notices, advertising, displays, or other attention attracting devices for the purposes of marketing retail supplies or services are strictly prohibited anywhere within the Community. This includes signage from vendors having just provided services or supplies on a Unit Lot. Commercial vendor referrals can be marketed via Community websites and social media sites.

6.17.4. Candidates for Political Office.

Owners may support their candidates for political office under the following restrictions:

6.17.4.1. No more than three (3) signs, one per ballot candidate, shall be placed or erected on a Lot; and

6.17.4.2. All signs must be professionally lettered and ground-mounted; and

6.17.4.3. Each sign shall not exceed eight (8) square feet in size; and

6.17.4.4. Signage shall be placed not more than forty-five (45) days prior to an election and must be removed not more than seven (7) days after the election.

6.17.5. Celebratory Events.

Owners may place a single sign, billboard, notice, display, or other attention attracting device, not exceeding eight (8) square feet, announcing a family celebratory event, such as births, birthdays, graduations, or other similar events for a period not to exceed ten (10) days.

6.17.6. Offensive Language or Images.

Any language or image that is discriminatory or considered as reasonably offensive to an ordinary person is strictly prohibited. Any dispute regarding a definition of “discriminatory” or “reasonably offensive” shall be settled by a majority vote of the Executive Board.

6.18. Lawn Maintenance.

All lawns, to include front and back yards, shall be maintained free of unsightly weeds, dead spots, debris, and soil erosion. Lawns shall be mowed on a regular basis so as to ensure a pleasant and appealing appearance.

6.19. General Landscaping.

All Lots, to include front and back yards, shall be maintained on a regular basis so as to ensure a pleasant and appealing appearance. All planting beds shall be maintained free of unsightly weeds and debris. Block walls, fences, planting beds, and other appropriate edged structures shall be routinely edged, cut and maintained. Dead trees and bushes, including limbs, shall be removed in a reasonably safe and timely manner.

6.20. Residential Dwelling Exterior Maintenance.

The exterior surfaces of any Single-Family Residential Dwelling shall be, at all times, properly maintained, painted, and routinely cleared of dirt, debris, mold, mildew, and algae stains.

6.21. Snow Removal.

Notwithstanding additional requirements as established by Township ordinances, Owners are responsible for the clearance of their sidewalks within twenty-four (24) hours of the end of any snow event such that safe and convenient passage may be made by pedestrians. As required by Township ordinance, if a general/limited snow emergency is called by local government, the parking of any vehicle on any street within the Community of Dartmouth Green is prohibited.

6.22. Trash Disposal.

All Lots shall remain free of any trash or debris at all times. Trash should be placed within the durable containers provided by the Township, but when that is not feasible, uncontainable street-side trash shall be properly controlled and packaged such that it remains rodent proof and immobile during windy or adverse weather days.

Notwithstanding additional requirements as established by the Hampden Township, Cumberland County, Pennsylvania, Owners shall not place trash containers and/or bagged or boxed trash on the streets prior to 6:00 p.m. the night prior to collection day. After Township collection, all empty trash containers, as well as any refused trash or debris, shall be removed from the street by the end of the same day of collection.

6.23. Streets, Sidewalks, and Driveways.

Consistent with Township ordinances, Owners shall keep their sidewalks, together with any portion of their paved property (e.g. driveways) used as a sidewalk or public walk, in good order and repair and free and clear of any obstructions to safe and convenient passage. No equipment or materials shall be stored on the street outside of normal working hours without prior approval from the Township. Bulk

landscaping materials, to include but not limited to dirt, mulch, stone, or block, shall be placed on the Owner's Lot or driveway so as not to interfere with general public pedestrian or motor vehicle access.

6.24. Solar and Wind Energy.

No external alternative energy solutions will be constructed, placed, or maintained upon any Lot unless the same shall have been approved as an Architecturally Controlled Improvement pursuant to the terms of §6.25 of this Amended and Restated Declaration.

Solar panels and solar shingles can be incorporated and integrated with the Residential Dwelling's non-street facing roof structures. The term "street facing" is defined as being consistent with the term "Front Property Line" as defined in §6.10 of this Amended and Restated Declaration.

A variance to street facing solar shingles or panels may be considered by the Executive Board only if documentation is provided from the solar contractor and/or Owner indicating that this is the only feasible technical location for such a solar array. The solar contractor and/or Owner shall also provide documentation on how the shingles or panels are fully integrated into the design of the home and conform with the color and overall appearance of the former composite shingled roof.

Solar panels shall be flush-mounted, where the plane of the array is parallel to the roof. A variance to a non-street facing flush-mounting may be considered by the Executive Board only if documentation is provided from the solar contractor and/or Owner indicating that this is the only feasible technical solution for such a solar array.

All appurtenant solar components, including but not limited to, piping, conduits, wiring, and electrical connections will be located directly under and/or within the perimeter of the panels, placed as inconspicuously as possible when viewed from all angles. The highest point of a solar panel array will be no higher than the ridge of the roof where it is attached. All painted surfaces will be kept in good repair.

All components of any solar system shall be integrated into the design of the home. The color of all solar system components shall generally conform to the color of the present or former composite roof shingles to the extent practical.

Ground-mounted solar arrays are not permitted on any Lot.

Ground or residential mounted windmills, wind-turbines, or wind-electric generators are not permitted on any Lot.

6.25. Architectural Review and Approval.

"Architecturally Controlled Improvement" shall mean and refer to each and every one of the following:

- 6.25.1.** construction of any exterior improvement to any Lot within the Community of Dartmouth Green which such construction shall require a permit therefor from any governmental entity having jurisdiction thereof.
- 6.25.2.** construction or placement on the Lot of any swimming pool.
- 6.25.3.** installation, placement or construction of a mailbox or mailbox support, except for the substantially similar replacement of the mailbox and mailbox support installed contemporaneously with the construction of the Residential Dwelling on the Lot.

6.25.4. installation, placement or construction of lamp posts, except for the substantially similar replacement of lamp posts installed contemporaneously with the construction of the Residential Dwelling on the Lot.

6.25.5. installation of fencing.

6.25.6. installation of new or replacement of roofing, except for the substantially similar replacement of the former roof installed contemporaneously with the construction of the Residential Dwelling on the Lot.

6.25.7. installation of new or replacement of the exterior façade, to include but not limited to siding, stucco, brick, shutters, doors, and trim, except for the substantially similar replacement of the former elements of the façade installed contemporaneously with the construction of the Residential Dwelling on the Lot.

6.25.8. installation of exterior solar power panels.

6.25.9. installation of a swim spa.

Anything in this Amended and Restated Declaration to the contrary notwithstanding, except for such improvements or work as are the substantially similar replacement of improvements and/or work previously approved pursuant to the provisions of §6.25, no Architecturally Controlled Improvement shall be permitted to commence or remain unless and until such improvement or work shall have been approved pursuant to the provisions of this section.

Any Owner desiring to construct or cause to be constructed or work to be performed of an Architecturally Controlled Improvement shall submit a Proposed Project Plan, as defined by §1.31 of this Amended and Restated Declaration, to the Executive Board for approval. The Proposed Project Plan shall include:

- (1) plans, construction documents and drawings for such improvement or work, which plans, documents and drawings shall clearly show the scope of the work and/or the proposed architectural designs, and describe all exterior materials to be used in the construction of the proposed improvement; and
- (2) the proposed lines and grades and site plans; and
- (3) landscape plans.

The Proposed Project Plan shall be submitted substantially in the form of the documents attached hereto as Exhibit "D" and shall be submitted to the Executive Board no less than thirty (30) days prior to the Lot Owner's planned project start date. The Proposed Project Plan shall be deemed received by the Executive Board when, and only when, the person or entity submitting same shall have received written acknowledgment from at least one member of the Executive Board or the Architectural Review Committee if established. Upon that written receipt acknowledgement, the Executive Board and the Architectural Review Committee shall have thirty (30) days to complete its review and provide a written, final decision regarding approval/non-approval of each proposed Architecturally Controlled Improvement submitted as aforesaid, and, if disapproved, an explanation of the reasons therefor. If the Executive Board shall fail to approve or disapprove any submitted proposed Architecturally Controlled Improvement within thirty (30) days of receipt thereof, the same shall be deemed approved.

The Executive Board and, if applicable, the Architectural Review Committee shall consider the suitability of the proposed work and/or improvement, including the extent of the work and, if applicable, the materials and colors to be utilized, the siting and landscaping thereof, if any, the harmony thereof with surroundings, including the Residential Dwelling and/or other Structures within the Community of Dartmouth Green, and the effect on, and view from, adjacent and neighboring properties. The Executive Board shall, by a vote of the majority thereof, have the right, in its sole discretion, to approve or disapprove any proposed Architecturally Controlled Improvement.

Each and every Owner, by acceptance of a deed to a property subject to the conditions, covenants, restrictions, and easements set forth in this Amended and Restated Declaration, acknowledges and agrees that any Architecturally Controlled Improvement constructed, installed, placed or maintained on any Lot without approval of the Executive Board as set forth in this section, herein known as a Non-Conforming Modification, shall be removed in its entirety, within fifteen (15) days of notice to said Owner. Such notice shall be made by mailing (certified mail, return receipt requested) to the resident of the Lot, or by hand delivery to an adult resident of said Lot. Such removal shall be at the expense of the said Owner, and each and every Owner, by the acceptance of a deed to a Lot, hereby grants to the Executive Board an easement, license, and the authority to cause such Non-Conforming Modification to be removed at said Owner's expense if not removed within fifteen (15) days after notice as aforesaid.

6.25. Compliance with Laws.

No building, appurtenant Structure or other improvement shall be constructed, placed, or maintained on any Lot nearer to any front, side or rear property line than is permissible, with, if required, variance sought and granted, under the Zoning Ordinances of Hampden Township, Cumberland County, and construction pursuant to a grant thereof shall comply with the provisions of this Amended and Restated Declaration.

All construction, and all parts and phases thereof including, but not limited to, electrical work and plumbing, shall be performed in accordance with all applicable building codes and regulations.

ARTICLE VII

Article VII has been intentionally left blank.

ARTICLE VIII

SECURED LENDERS

8.1. Rights of Secured Lenders.

In order to induce Secured Lenders to make loans secured by liens upon Lots or lands within the Community of Dartmouth Green, subject to the provisions of §5221 of the Act, the Association shall not, without the prior written consent of at least whatever percent of first mortgagees of individual Lots as is required by Financing Agencies having jurisdiction thereof and two-thirds (2/3) of Owners:

8.1.1. by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer any of the Common Elements owned directly or indirectly excepting, however, Conveyances to Governmental/Public Service Entities consistent with common property use are excepted;

8.1.2. change the method of determining the obligation, assessments, dues or other charges which may be levied against an Owner;

8.1.3. by act or omission, change, waive or abandon regulations or enforcement pertaining to restrictive covenants, the maintenance of the Common Elements, or the upkeep of lawns and plantings;

8.1.4. fail to maintain fire and extended coverage on insurable property on a basis as required by Financing Agencies;

8.1.5. use hazard insurance proceeds for losses to Common Elements for other than the repayment for, replacement or reconstruction of such Common Elements.

8.2. Obligations of Association to Secured Lenders.

As further inducement to Secured Lenders, subject to the provisions of the Act, the Association shall:

8.2.1. not make liable any mortgagee who obtains title to a Lot, pursuant to the remedies provided in the mortgage, for such Lot's unpaid assessments, installments thereof or charges which accrue prior to the acquisition of title to such Lot by the mortgagee; and

8.2.2. allow mortgagees of Lots to, jointly or singly, pay taxes or other charges against the Common Land and pay overdue premiums on hazard insurance policies, or secure new hazard insurance policies on the lapse of a policy for such Common Elements, and mortgagees making such payment shall be owed immediately reimbursement therefor from the Association; and

8.2.3. give written notification, upon written request, to any first mortgagee, at the address designated in the request, of any default in the performance by any individual Lot mortgagor or such individual Lot mortgagor's obligations pursuant to the terms of the Governing Documents; and

8.2.4. in the event that the Association shall contract with a professional management company, any management agreement shall remain consistent with the Governing Documents.

ARTICLE IX

GENERAL PROVISIONS

9.1. Enforcement.

The Association, the Board of Commissioners of Hampden Township, or any Owner shall have the right to enforce, by any proceedings at law or in equity, either to restrain violation or to recover damages, all violations or attempts to violate any restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Governing Documents.

Failure to enforce any restrictions, covenants, or agreements contained in the Governing Documents shall in no event be deemed a waiver of the rights to do so thereafter as to the same breach or as to a breach occurring prior or subsequent thereto.

9.2. Severability.

Invalidation of any one of the conditions, covenants or restrictions of this Amended and Restated Declaration by judgment or court order shall not affect any other provisions, all of which shall remain in full force and effect.

9.3. Amendments to this Amended and Restated Declaration.

Subject to the provisions of §5219 of the Act, the conditions, covenants and restrictions of this Amended and Restated Declaration shall run with and bind the land in perpetuity and may be changed, altered, modified or extinguished in whole or in part, at any time, by an instrument, in writing, signed by not less than the record Owners of two-thirds (67%) of the Lots within the Community of Dartmouth Green. Any amendment shall be recorded in the office of the Recorder of Deeds, Cumberland County, Commonwealth of Pennsylvania.

9.4. Governing Document Conflict.

In the event of irreconcilable conflict among the Governing Documents, ordinances, statutes, rules and regulations, the conflict shall be resolved in favor of the requirements of the respective documents in order of their hereinafter stated priority, to wit:

- (1) To the extent not otherwise allowed to be modified by the Amended and Restated Declaration, the Act;
- (2) Amended and Restated Declaration;
- (3) Articles of Incorporation of the Association;
- (4) Bylaws of the Association;
- (5) Rules and Regulations of the Association.

Anything above to the contrary notwithstanding, in all cases the requirements of all regulatory statutes shall control.

9.5. Interpretation.

Unless the context otherwise requires the use herein, the singular shall include the plural and vice versa. The use of one gender shall include all genders. The use of the term “including” shall mean “including without limitation”. The headings used herein are for indexing purposes only and shall not be used as a means of interpreting or construing the substantive provisions hereof.

9.6. Harassment.

All Owners have the right to the “quiet enjoyment” of their homes and to peacefully live in their homes and the Community without being annoyed, harassed, or interfered with. All residents of the Community shall not engage in the harassment or discrimination of other residents on the basis of any protected class, nor engage in abusive or harassing behavior, either verbal or physical, or any form of intimidation or aggression directed at other residents, guests, occupants, invitees, or directed at management, its agents, its employees, or vendors.


9.7. Force Majeure.


Notwithstanding anything to the contrary contained herein, the Association shall not be liable for any delays or failures in performance resulting from acts beyond its reasonable control including, but not limited to, acts of God, acts of war or terrorism, regional or global pandemics, shortage of supply, breakdowns or malfunctions, interruptions or malfunction of computer facilities, loss of data due to power failures or mechanical difficulties with information storage or retrieval systems, or civil unrest. Notwithstanding the foregoing, in the event of such an occurrence, the Association agrees to make a good faith and reasonable effort to perform its obligations hereunder.

(Signature Page to Follow)

IN WITNESS WHEREOF, this Amended and Restated Declaration is made as of this day, 7 September 2022.

ATTESTED BY:


Jacquelyn Brow
Secretary
Dartmouth Green Homeowners
Association, Inc.

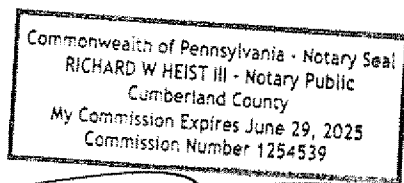

David Higgins
President
Dartmouth Green Homeowners
Association, Inc.

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CUMBERLAND

On this, the 7th day of September, 2022, before me, a Notary Public, the undersigned officer, personally appeared David Higgins, who acknowledged him to be the President of the Dartmouth Green Homeowners Association, Inc., a Pennsylvania nonprofit corporation, and that he, as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of said corporation him as President of said corporation.

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

Notary Public 
My Commission Expires: *June 29th 2025*
(SEAL)



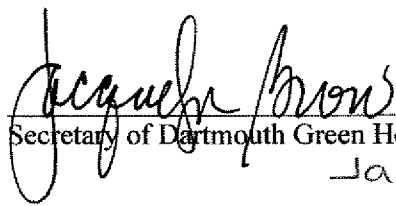


SECRETARY'S CERTIFICATE

I, Jacquelyn Brow, Secretary of the Dartmouth Green Homeowners Association, Inc., a Pennsylvania non-profit corporation (the "Association"), DO HEREBY CERTIFY that:

1. I am the duly elected and current Secretary for the Association.
2. I have received from Lot Owners at least one hundred and four (104) approvals of the amendments contained in the Amended and Restated Declaration Of Covenants, Restrictions, Easements And Establishment Of Homeowners Association For Dartmouth Green, A Planned Community In Hampden Township, Cumberland County, Pennsylvania, which approvals are on file with the records of the Association.
3. The said Lot Owner approvals constitute the consent or agreement of at least seventy-five (75%) percent of the Lot Owners of the Association.

IN WITNESS WHEREOF, I have set my hand and the seal of the Association as of the 7th day of September, 2022.

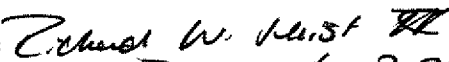


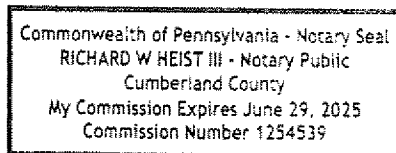
 Secretary of Dartmouth Green Homeowners Association, Inc.
 Jacquelyn Brow

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CUMBERLAND

On this, the 7th day of September, 2022, before me, a Notary Public, the undersigned officer, personally appeared, Jacquelyn Brow, who acknowledged herself to be the Secretary of the Dartmouth Green Homeowners Association, Inc., a Pennsylvania nonprofit corporation, and that she, as such Secretary, being authorized to do so, executed the foregoing Secretary's Certificate for the purposes therein.

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

Notary Public 
 My Commission Expires: June 29th 2025
 (SEAL)



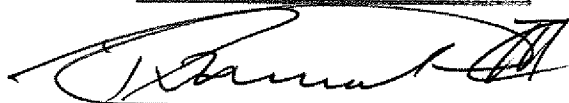


EXHIBIT "A"**COMMUNITY OF DARTMOUTH GREEN REAL PROPERTY**

All that certain tract or parcel of land situated in Hampden Township, Cumberland County, Pennsylvania, lying 1,500 feet north of the Creekview Road - PA 581 Interchange, being more particularly described as follows:

BEGINNING at an steel rebar found at the intersection of the western right-of-way line of Creekview Road with Southern line of the lands now-or-formerly of 581 Associates, LLC. (D.B. 179, Pg. 814);

Thence along lands now or formerly of Michael E. and Janet F. Souder the following (3) courses:

1. South 84 degrees, 00 minutes, 32 seconds West, a distance of 159.96 feet to a steel rebar,
2. South 35 degrees, 15 minutes, 31 seconds West, a distance of 103.06 feet to a steel rebar,
3. North 80 degrees, 29 minutes, 28 seconds West, a distance of 16.29 feet to a steel rebar;

Thence through the lands now or formerly of 581 Associates, LLC. (D.B. 179, Pg. 814) the following (20) courses:

1. North 38 degrees, 03 minutes, 20 seconds West, a distance of 276.71 feet,
2. North 51 degrees, 56 minutes, 40 seconds East, a distance of 100.00 feet,
3. North 38 degrees, 03 minutes, 20 seconds West, a distance of 110.00 feet,
4. North 51 degrees, 56 minutes, 40 seconds East, a distance of 85.00 feet,
5. North 38 degrees, 03 minutes, 20 seconds West, a distance of 50.00 feet,
6. South 51 degrees, 56 minutes, 40 seconds West, a distance of 86.00 feet,
7. North 38 degrees, 03 minutes, 20 seconds West, a distance of 238.31 feet,
8. North 27 degrees, 01 minutes, 40 seconds West, a distance of 121.49 feet,
9. North 16 degrees, 00 minutes, 00 seconds West, a distance of 266.18 feet,
10. North 16 degrees, 41 minutes, 50 seconds West, a distance of 93.86 feet,
11. North 25 degrees, 35 minutes, 05 seconds West, a distance of 83.69 feet,
12. North 36 degrees, 29 minutes, 50 seconds West, a distance of 83.68 feet,
13. North 47 degrees, 24 minutes, 40 seconds West, a distance of 83.69 feet,
14. North 58 degrees, 19 minutes, 30 seconds West, a distance of 83.69 feet,
15. North 69 degrees, 36 minutes, 15 seconds West, a distance of 86.60 feet,
16. North 02 degrees, 39 minutes, 15 seconds East, a distance of 81.77 feet,
17. North 67 degrees, 20 minutes, 05 seconds West, a distance of 53.21 feet,
18. North 41 degrees, 21 minutes, 00 seconds West, a distance of 34.74 feet,
19. North 12 degrees, 19 minutes, 25 seconds West, a distance of 52.08 feet,
20. North 02 degrees, 39 minutes, 15 seconds East, a distance of 113.45 feet to the lands now or formerly called Creekview Subdivision;

Thence North 89 degrees, 20 minutes, 56 seconds East, a distance of 646.51 feet to a iron pin set at the western right-of-way line of Coppercreek Drive; thence along the western right-of-way line of Coppercreek Drive by a curve to the left having a radius of 275.00 feet, an arc length of 5.83 feet, (a chord bearing South 41 degrees, 22 minutes, 11 seconds East, a distance of 5.83 feet) to a iron pin set at the western right-of-way line of Creekview Road; thence along the western right-of-way line of Creekview Road the following (8) courses:

1. by a curve to the right having a radius of 25.00 feet, an arc length of 32.65 feet, (a chord bearing South 04 degrees, 33 minutes, 36 seconds East, a distance of 30.38 feet) to a iron pin set,
2. by a curve to the left having a radius of 380.00 feet, an arc length of 381.51 feet (a chord bearing

EXHIBIT "A" (continued)

- South 04 degrees, 05 minutes, 42 seconds West, a distance of 365.69 feet) to a iron pin set,
3. South 24 degrees, 40 minutes, 00 seconds East, a distance of 279.71 feet to a iron pin set,
4. by a curve to the left having a radius of 4185.00 feet, an arc length of 356.08 feet (a chord bearing South 27 degrees, 06 minutes, 15 seconds East, a distance of 355.97 feet) to a iron pin set,
5. South 29 degrees, 32 minutes, 30 seconds East, a distance of 290.50 feet to a concrete monument set;
6. South 19 degrees, 09 minutes, 47 seconds East, a distance of 118.28 feet to a iron pin set,
7. South 04 degrees, 52 minutes, 30 seconds East, a distance of 183.12 feet to a iron pin set,
8. South 10 degrees, 17 minutes, 32 seconds West, a distance of 4.38 feet to the point of beginning.

Containing 14.50 Acres

EXHIBIT "B"**OVERALL PARCEL**

All that certain tract or parcel of land situated in Hampden Township, Cumberland County, Pennsylvania, lying 1,500 feet north of the Creekview Road - PA 581 Interchange, being more particularly described as follows:

BEGINNING at an steel rebar found at the intersection of the western right-of-way line of Creekview Road with Southern line of the lands now-or-formerly of 581 Associates, LLC. (D.B. 179, Pg. 814);

Thence along lands now or formerly of Michael E. and Janet F. Souder the following (3) courses:

1. South 84 degrees, 00 minutes, 32 seconds West, a distance of 159.96 feet to a steel rebar,
2. South 35 degrees, 15 minutes, 31 seconds West, a distance of 103.06 feet to a steel rebar,
3. North 80 degrees, 29 minutes, 28 seconds West, a distance of 2,085.60 feet to a steel rebar;

Thence along lands now or formerly of H. S. Service Corporation, North 10 degrees, 30 minutes, 52 seconds East, a distance of 1,332.73 feet to a concrete monument; thence along lands now or formerly called Creekview Subdivision the following (2) courses:

1. South 87 degrees, 20 minutes, 46 seconds East, a distance of 871.51 feet to a concrete monument,
2. North 89 degrees, 20 minutes, 56 seconds East, a distance of 705.87 feet to a iron pin set at the western right-of-way line of Coppercreek Drive;

Thence along the western right-of-way line of Coppercreek Drive by a curve to the left having a radius of 275.00 feet, an arc length of 5.83 feet, (a chord bearing South 41 degrees, 22 minutes, 11 seconds East, a distance of 5.83 feet) to a iron pin set at the western right-of-way line of Creekview Road;

Thence along the western right-of-way line of Creekview Road the following (8) courses:

1. by a curve to the right having a radius of 25.00 feet, an arc length of 32.65 feet, (a chord bearing South 04 degrees, 33 minutes, 36 seconds East, a distance of 30.38 feet) to a iron pin set,
2. by a curve to the left having a radius of 380.00 feet, an arc length of 381.51 feet (a chord bearing South 04 degrees, 05 minutes, 42 seconds West, a distance of 365.69 feet) to a iron pin set,
3. South 24 degrees, 40 minutes, 00 seconds East, a distance of 279.71 feet to a iron pin set,
4. by a curve to the left having a radius of 4185.00 feet, an arc length of 356.08 feet (a chord bearing South 27 degrees, 06 minutes, 15 seconds East, a distance of 355.97 feet) to a iron pin set,
5. South 29 degrees, 32 minutes, 30 seconds East, a distance of 290.50 feet to a concrete monument set;
6. South 19 degrees, 09 minutes, 47 seconds East, a distance of 118.28 feet to a iron pin set,
7. South 04 degrees, 52 minutes, 30 seconds East, a distance of 183.12 feet to a iron pin set,
8. South 10 degrees, 17 minutes, 32 seconds West, a distance of 4.38 feet to the point of beginning.

Containing 63.11 Acres

Parcel of land being shown as 'LOT 1' on plan entitled "Final Subdivision Plan for Townes of Cross Creek, Hampden Township, Cumberland County, Pennsylvania", dated March 23, 2000, last revised July 12, 2000 by Alpha Consulting Engineers, Inc.

EXHIBIT "C"

LOT LINES, YARDS, AND FENCE SETBACK REQUIREMENTS

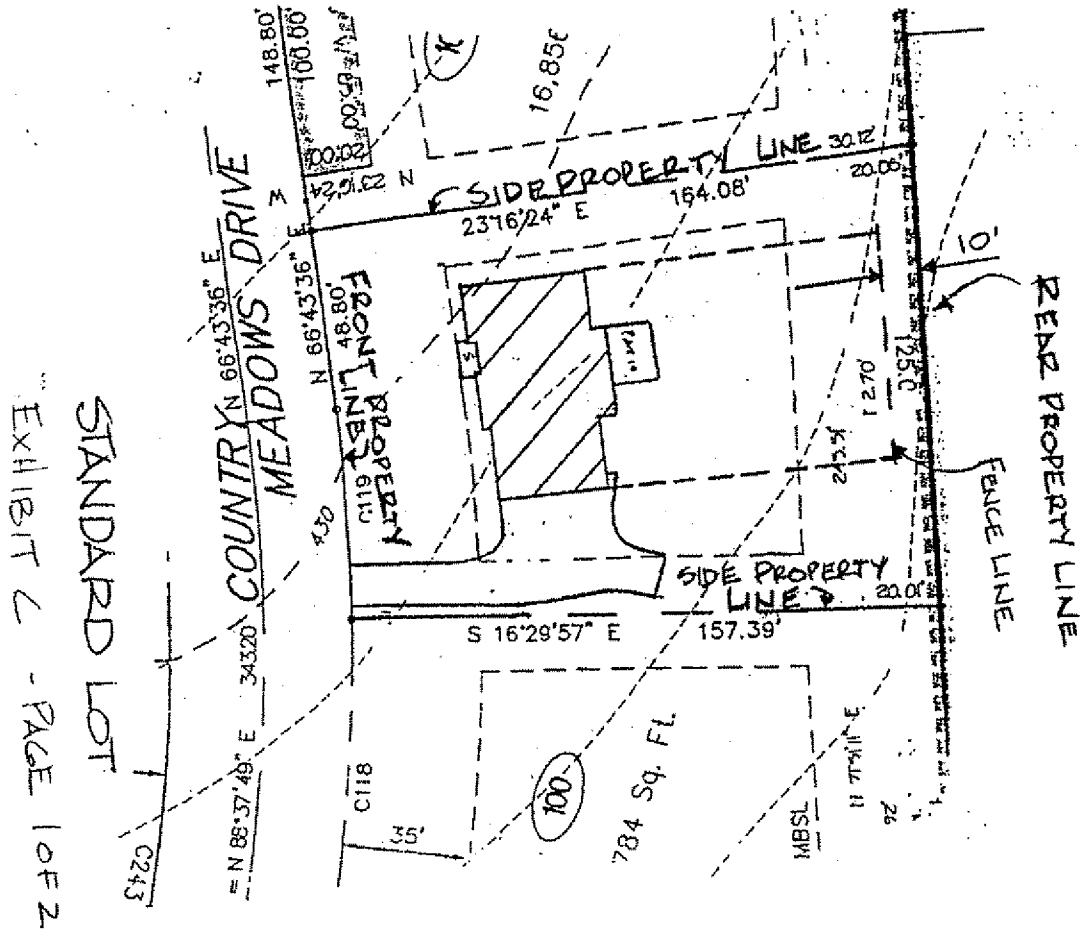


EXHIBIT "D"

ARCHITECTURAL REVIEW SUBMISSION FORM

**Dartmouth Green Homeowners Association
ARCHITECTURAL CONTROLLED CONSTRUCTION
OR IMPROVEMENT REQUEST FORM**

DATE: _____

NAME: _____

ADDRESS: _____

TELEPHONE: _____

EMAIL: _____

CHECK ALL BOXES BELOW THAT BEST DESCRIBE THE EXTERIOR WORK YOU ARE PLANNING FOR:

- | | | |
|--------------------------------------|---|---------------------------------------|
| <input type="checkbox"/> SWIM SPA | <input type="checkbox"/> ANY PROJECT NEEDING A PERMIT | <input type="checkbox"/> MAILBOX ** |
| <input type="checkbox"/> FENCE | <input type="checkbox"/> EXTERIOR FAÇADE ** | <input type="checkbox"/> SOLAR PANELS |
| <input type="checkbox"/> POOL | <input type="checkbox"/> EXTERIOR LAMP POST ** | <input type="checkbox"/> ROOFING ** |
| <input type="checkbox"/> OTHER _____ | | |

*** An Architectural Review and Board pre-approval is NOT required if the repair or replacement is substantially the same as the previously installed items.*

BRIEFLY DESCRIBE YOUR PLANNED PROJECT ON THE BELOW LINES. THEN ATTACH ANY or ALL OF THE FOLLOWING:

- plans, construction documents and drawings that clearly show the scope of the work and describe all exterior materials to be used.
- the proposed lines, setbacks, grades and site plans with all applicable measurements.
- any landscape plans.

Project Description Summary:

Have you reviewed Article 6 (Restrictive Covenants) of our Declaration to verify that your planned project is not in violation of our Governing Documents?

Yes No

Will the proposed construction or alteration require a permit from Hampden Township?

Yes No

Estimated Project Start: _____ **Estimated Completion Date:** _____

Signature of Owner: _____ **Date:** _____

QUESTIONS REGARDING THIS FORM

1. Please refer to the Architecturally Controlled Improvement Factsheet/FAQs or Article 6 (Restrictive Covenants) section of our Declaration found on the Dartmouth Green FACEBOOK page or at the HOA Webspace located at www.dartmouthgreen.hoaspace.com
2. Contact the Architectural Review Committee (contact information below and noted on Facebook/Dartmouth Green HOA Webspace).

Any variance/change orders from an approved, submitted form will require a full and complete re-submission and subsequent approval.

This form with all applicable attachments should be submitted to the chairperson of the Architectural Review Committee (Linda Plesic) and cc'd to Justin McCarthy and Chris Nestor.

PLEASE NOTE: The homeowner is responsible for obtaining any permits and associated fees required by Hampden Township or other governmental agencies.

ARCHITECTURAL REVIEW COMMITTEE (ARC) MEMBERSHIP		
Linda Plesic (chairperson)	717-526-8776	lplesic@kleinfelder.com
Justin McCarthy	610-657-2815	dussbucs@gmail.com
Chris Nestor	717-350-5939	christopher.nestor@palawgroup.com

Dartmouth Green Homeowners Association
Architectural Review Committee and Executive Board Use Only

Date Received by ARC/Board: _____

Acknowledged Receipt Date (starts 30-day clock): _____

Date of ARC Recommended Action:
Approval/Denial (circle) _____

Date Forwarded to Executive Board: _____

Final Executive Board Decision:
Approved/Denied (circle) _____

Board Decision Letter Forwarded to Owner: _____

Comments/notes/issues of concern:

EXHIBIT "E"

INITIAL DECLARATION AND PRIOR AMENDMENTS SUMMARY

1. Declaration Of Covenants, Restrictions, Easements And Establishment Of Homeowners Association For Dartmouth Green, A Planned Community In Hampden Township, Cumberland County, Pennsylvania made the 23rd day of March, 2001 and recorded March 26, 2001 in the Cumberland County Recorder of Deeds Office in Record Book 670, Pages 309-360 (the "Initial Declaration").
2. First Amendment To Declaration Of Covenants, Restrictions, Easements And Establishment Of Homeowners Association For Dartmouth Green, A Planned Community In Hampden Township, Cumberland County, Pennsylvania, recorded March 19, 2002 in the Cumberland County Recorder of Deeds Office in Record Book 685, pages 3042-3049 (the "First Amendment").
3. Second Amendment To Declaration Of Covenants, Restrictions, Easements And Establishment Of Homeowners Association For Dartmouth Green, A Planned Community In Hampden Township, Cumberland County, Pennsylvania, recorded November 25, 2002 in the Cumberland County Recorder of Deeds Office in Record Book 692, pages 332-338 (the "Second Amendment").
4. Third Amendment To Declaration Of Covenants, Restrictions, Easements And Establishment Of Homeowners Association For Dartmouth Green, A Planned Community In Hampden Township, Cumberland County, Pennsylvania, recorded November 25, 2002 in the Cumberland County Recorder of Deeds Office in Record Book 692, pages 340-355 (the "Third Amendment").
5. Fourth Amendment To Declaration Of Covenants, Restrictions, Easements And Establishment Of Homeowners Association For Dartmouth Green, A Planned Community In Hampden Township, Cumberland County, Pennsylvania, recorded March 3, 2004 in the Cumberland County Recorder of Deeds Office in Record Book 706, pages 2618-2625 (the "Fourth Amendment").
6. Fifth Amendment To Declaration Of Covenants, Restrictions, Easements And Establishment Of Homeowners Association For Dartmouth Green, A Planned Community In Hampden Township, Cumberland County, Pennsylvania, recorded September 13, 2004 in the Cumberland County Recorder of Deeds Office in Record Book 711, pages 2426-2433 (the "Fifth Amendment").
7. Sixth Amendment To Declaration Of Covenants, Restrictions, Easements And Establishment Of Homeowners Association For Dartmouth Green, A Planned Community In Hampden Township, Cumberland County, Pennsylvania, recorded July 3, 2008 in the Cumberland County Recorder of Deeds Office to Instrument Number 200822827 (the "Sixth Amendment").

EXHIBIT "F"

SUBDIVISION PLAN CERTIFICATION TO THE INITIAL DECLARATION

CERTIFICATION

I, John K. Murphy, hereby certify that:

1. I am an independent Pennsylvania registered professional engineer.
2. I am aware of the requirements of § 5210 of the Pennsylvania Uniform Planned Community Act, 68 P.C.S.A. §5101, *et seq.* (the "Act"), relating to the contents of plats and/or plans.
3. The *Declaration of Covenants, Restrictions, Easements and Establishment of Homeowners Association for Dartmouth Green, a Planned Community in Hampden Township, Cumberland County, Pennsylvania* (the "Declaration"), together with the Subdivision Plan (as such term is defined in Section 1.30 of the Declaration, including recording information), contain all information required by § 5210 of the Act.

Dated this 23 day of March, 2001.

John K. Murphy
 43200 -E

State of Pennsylvania }
 County of Cumberland }
 Recorded in the office for the recording of Deeds
 Situated for Cumberland County, Pa.
 Book 270 Vol. Page 309
 Witnessed by my hand and seal of office of
 Carlisle, PA this 26 day of Mar, 01

Robert J. Ziegler
 Recorder

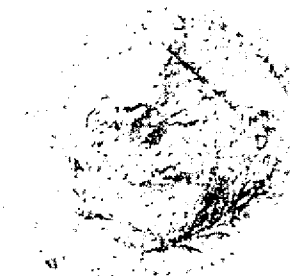


EXHIBIT "G"**COMMUNITY OF DARTMOUTH GREEN REAL PROPERTY**
AS PER FIRST AMENDMENT**Legal Description**
PHASE 2 Dartmouth Green

All that certain tract or parcel of land situated in Hampden Township, Cumberland County, Pennsylvania, lying 1,500 feet north of the Creekview Road – PA 581 Interchange, being more particularly described as follows:

BEGINNING at a steel rebar located at the intersection of the southern right-of-way of Charlton Way with the western line of Lot 24, Phase One, Dartmouth Green. Thence along Lots 24, 25 and 26 of Phase One, Dartmouth Green the following three (3) courses:

1. South 38 degrees 03 minutes 20 seconds East a distance of 110.00 feet to a steel rebar,
2. South 51 degrees 56 minutes 40 seconds West a distance of 100.00 feet to a steel rebar,
3. South 38 degrees 03 minutes 20 seconds East a distance of 276.71 feet to a steel rebar located in the division line between lands now or formerly of Michael E. and Janet F. Souder, and lands now or formerly of Dartmouth Development Company (D.B. 241, Pg. 547);

Thence along said division line North 80 degrees 29 minutes 28 seconds West a distance of 1001.07 feet; Thence through the lands now or formerly of Dartmouth Development Company (D.B. 241, Pg. 547) the following twenty (20) courses:

1. North 30 degrees 00 minutes 00 seconds East a distance of 225.17 feet,
2. North 60 degrees 00 minutes 00 seconds West a distance of 45.74 feet,
3. North 30 degrees 00 minutes 00 seconds East a distance of 50.00 feet,
4. North 75 degrees 00 minutes 00 seconds East a distance of 35.36 feet,
5. South 60 degrees 00 minutes 00 seconds East a distance of 50.00 feet,
6. North 30 degrees 00 minutes 00 seconds East a distance of 85.00 feet,
7. South 60 degrees 00 minutes 00 seconds East a distance of 132.55 feet,
8. North 89 degrees 54 minutes 00 seconds East a distance of 52.56 feet,
9. North 10 degrees 58 minutes 10 seconds West a distance of 97.04 feet,
10. North 16 degrees 00 minutes 00 seconds West a distance of 220.00 feet,
11. North 36 degrees 29 minutes 00 seconds West a distance of 106.75 feet,
12. North 40 degrees 00 minutes 00 seconds West a distance of 115.13 feet,
13. North 37 degrees 03 minutes 50 seconds East a distance of 123.54 feet,
14. North 61 degrees 00 minutes 20 seconds West a distance of 110.00 feet,
15. North 10 degrees 35 minutes 25 seconds West a distance of 93.16 feet,
16. North 75 degrees 51 minutes 45 seconds West a distance of 110.00 feet,
17. North 06 degrees 53 minutes 25 seconds West a distance of 85.02 feet,
18. North 02 degrees 39 minutes 15 seconds East a distance of 200.00 feet,
19. South 87 degrees 20 minutes 45 seconds East a distance of 84.08 feet,
20. by a curve to the right having a radius of 555.00 feet, an arc length of 19.29 feet, (a chord bearing South 86 degrees 21 minutes 00 seconds East a distance of 19.29 feet) to the western line of Phase One, Dartmouth Green;

EXHIBIT "G" (continued)

Thence along the western line of Phase One, Dartmouth Green being the western line of Lots 12 through 22 of Phase One, Dartmouth Green the following fifteen (15) courses:

1. South 41 degrees 21 minutes 00 seconds East a distance of 34.74 feet to a concrete monument,
2. South 67 degrees 20 minutes 05 seconds East a distance of 53.21 feet to a concrete monument,
3. South 02 degrees 39 minutes 15 seconds West a distance of 81.77 feet to a steel rebar,
4. South 69 degrees 36 minutes 15 seconds East a distance of 86.60 feet to a steel rebar,
5. South 58 degrees 19 minutes 30 seconds East a distance of 83.69 feet to a steel rebar,
6. South 47 degrees 24 minutes 40 seconds East a distance of 83.69 feet to a steel rebar,
7. South 36 degrees 29 minutes 50 seconds East a distance of 83.68 feet to a steel rebar,
8. South 25 degrees 35 minutes 05 seconds East a distance of 83.69 feet to a steel rebar,
9. South 16 degrees 41 minutes 50 seconds East a distance of 93.86 feet to a steel rebar,
10. South 16 degrees 00 minutes 00 seconds East a distance of 266.18 feet to a steel rebar,
11. South 27 degrees 01 minutes 40 seconds East a distance of 121.49 feet to a steel rebar,
12. South 38 degrees 03 minutes 20 seconds East a distance of 238.31 feet to a steel rebar,
13. North 51 degrees 56 minutes 40 seconds East a distance of 86.00 feet to a concrete monument,
14. South 38 degrees 03 minutes 20 seconds East a distance of 50.00 feet to a concrete monument,
15. South 51 degrees 56 minutes 40 seconds West a distance of 85.00 feet to the point of beginning.

Containing 13.56 Acres.

EXHIBIT "H"

SUBDIVISION PLAN CERTIFICATION TO THE FIRST AMENDMENT

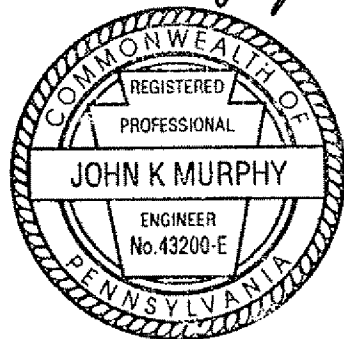
CERTIFICATION

I, JOHN K. MURPHY, hereby certify that:

1. I am an independent Pennsylvania registered professional engineer.
2. I am aware of the requirements of ' 5210 of the Pennsylvania Uniform Planned Community Act, 68 P.C.S.A. ' 5101, *et seq.* (the "Act"), relating to the contents of plats and/or plans.
3. For the property identified as "First Amendment Subject Property" described in Exhibit "G" attached hereto, the *Declaration of Covenants, Restrictions, Easements and Establishment of Homeowners Association for Dartmouth Green, a Planned Community in Hampden Township, Cumberland County, Pennsylvania* as amended by this *First Amendment to Declaration of Covenants, Restrictions, Easements and Establishment of Homeowners Association for Dartmouth Green, a Planned Community in Hampden Township, Cumberland County, Pennsylvania*, together with the Subdivision Plan identified as *Revised Preliminary/Final Subdivision Plan Phase-Two Dartmouth Green* (as referenced in Section 1.30.2 of this Declaration as amended, including recording information), contain all information required by ' 5210 of the Act.

Dated this 25 day of FEBRUARY, 2002.

John K. Murphy



I Certify this to be recorded
In Cumberland County PA



Robert P. Ziegler

Recorder of Deeds

EXHIBIT "I"

COMMUNITY OF DARTMOUTH GREEN REAL PROPERTY
AS PER SECOND AMENDMENT

All that certain tract or parcel of land situated in Hampden Township, Cumberland County, Pennsylvania, lying 600 feet west of the intersection of Sanderling Boulevard and Creekview Road, being more particularly described as follows:

Beginning at a steel rebar at the north west property corner of Lot 98, Phase Three, Dartmouth Green, said rebar also being on the division line of lands now or formerly of Dartmouth Development Company and lands now or formerly of Creekview. Thence along said division line the following two (2) courses:

1. South 87 degrees 20 minutes 46 seconds East a distance of 240.73 feet to a concrete monument;
2. North 89 degrees 20 minutes 56 seconds East a distance of 59.37 feet to a steel rebar at the western line of Phase One, Dartmouth Green;

Thence along the western line of Phase One, Dartmouth Green, being the western line of Lot 11 of Phase One, Dartmouth Green the following four (4) courses:

1. South 02 degrees 39 minutes 15 seconds West a distance of 113.45 feet,
2. By a curve to the left having a radius of 605.00 feet, an arc length of 5.83 feet, a chord bearing of North 87 degrees 04 minutes 12 seconds West and a chord distance of 5.83 feet,
3. North 87 degrees 20 minutes 45 seconds West a distance of 84.08 feet,
4. South 02 degrees 39 minutes 15 seconds West a distance of 50.00 feet,

Thence along the western line of Phase Two, Dartmouth Green, being the western line of Lots 64 through 73 of Phase Two, Dartmouth Green the following ten (10) courses:

1. South 02 degrees 39 minutes 15 seconds West a distance of 200.00 feet,
2. South 06 degrees 53 minutes 25 seconds East a distance of 85.02 feet,
3. South 75 degrees 51 minutes 45 seconds East a distance of 110.00 feet,
4. South 10 degrees 35 minutes 24 seconds East a distance of 93.16 feet,
5. South 61 degrees 00 minutes 20 seconds East a distance of 110.00 feet,
6. South 37 degrees 03 minutes 50 seconds West a distance of 123.54 feet,
7. South 40 degrees 00 minutes 00 seconds East a distance of 115.13 feet,
8. South 36 degrees 29 minutes 00 seconds East a distance of 106.75 feet,
9. South 16 degrees 00 minutes 00 seconds East a distance of 220.00 feet,
10. South 10 degrees 58 minutes 10 seconds East a distance of 97.04 feet,

EXHIBIT "I" (continued)

Thence along the northern line of Phase Two, Dartmouth Green, being the northern line of Lots of 51 and 50 of Phase Two, Dartmouth Green the following Two (2) courses:

1. South 89 degrees 54 minutes 00 seconds West a distance of 52.56 feet,
2. North 60 degrees 00 minutes 00 seconds West a distance of 182.55 feet,

Thence along the western line of Phase Two, Dartmouth Green, being the western line of Lots 50 and 40 of Phase Two, Dartmouth Green the following 5 courses:

1. South 30 degrees 00 minutes 00 seconds West a distance of 85.00 feet,
2. South 75 degrees 00 minutes 00 seconds West a distance of 35.36 feet,
3. South 30 degrees 56 minutes 13 seconds West a distance of 50.00 feet,
4. South 60 degrees 00 minutes 00 seconds East a distance of 46.56 feet,
5. South 30 degrees 00 minutes 00 seconds West a distance of 120.00 feet,

Thence through the lands now or formerly of Dartmouth Development Company the following sixteen (16) courses:

1. North 60 degrees 00 minutes 00 seconds West a distance of 200.00 feet,
2. North 55 degrees 44 minutes 55 seconds West a distance of 148.38 feet,
3. North 36 degrees 56 minutes 10 seconds West a distance of 90.42 feet,
4. North 16 degrees 21 minutes 20 seconds West a distance of 48.43 feet,
5. North 09 degrees 49 minutes 10 seconds West a distance of 259.93 feet,
6. North 28 degrees 22 minutes 35 seconds East a distance of 120.00 feet,
7. By a curve to the right having a radius of 330.00 feet, an arc length of 3.55 feet, a chord bearing of North 61 degrees 18 minutes 56 seconds West and a chord distance of 3.55 feet,
8. North 28 degrees 59 minutes 35 seconds East a distance of 160.00 feet,
9. North 47 degrees 54 minutes 00 seconds West a distance of 77.10 feet,
10. North 21 degrees 41 minutes 12 seconds West a distance of 77.10 feet,
11. North 12 degrees 22 minutes 40 seconds East a distance of 84.33 feet,
12. North 02 degrees 39 minutes 15 seconds East a distance of 200.00 feet,
13. South 87 degrees 20 minutes 45 seconds East a distance of 102.50 feet,
14. North 02 degrees 39 minutes 15 seconds East a distance of 50.00 feet,
15. North 87 degrees 20 minutes 45 seconds West a distance of 7.59 feet,
16. North 02 degrees 39 minutes 15 seconds East a distance of 110.00 feet to the place of beginning.

Containing 570,015 S.F. or 13.09 Acres

EXHIBIT "J"

SUBDIVISION PLAN CERTIFICATION TO THE SECOND AMENDMENT

CERTIFICATION

I, John K Murphy, hereby certify that:

1. I am an independent Pennsylvania registered professional engineer.
2. I am aware of the requirements of ' 5210 of the Pennsylvania Uniform Planned Community Act, 68 P.C.S.A. ' 5101, *et seq.* (the "Act"), relating to the contents of plats and/or plans.
3. For the property identified as "Second Amendment Subject Property" described in Exhibit "I" attached hereto, the *Declaration of Covenants, Restrictions, Easements and Establishment of Homeowners Association for Dartmouth Green, a Planned Community in Hampden Township, Cumberland County, Pennsylvania* as amended by this *Second Amendment to Declaration of Covenants, Restrictions, Easements and Establishment of Homeowners Association for Dartmouth Green, a Planned Community in Hampden Township, Cumberland County, Pennsylvania*, together with the Subdivision Plan identified as *Revised Preliminary/Final Subdivision Plan Phase-Three Dartmouth Green* (as referenced in Section 1.30.3 of this Declaration as amended, including recording information), contain all information required by ' 5210 of the Act.

Dated this 18 day of NOV, 2002.

John K Murphy

I Certify this to be recorded
In Cumberland County PA



Robert P Ziegler

Recorder of Deeds

EXHIBIT "K"

COMMUNITY OF DARTMOUTH GREEN REAL PROPERTY
AS PER THIRD AMENDMENT

All that certain tract or parcel of land situated in Hampden Township, Cumberland County, Pennsylvania, being more particularly described as follows:

BEGINNING at the southeast property corner of Lot 312, Hampden Hearth and the western property line of lands now or formerly of Dartmouth Development Company. Said point being located South 49 degrees 42 minutes 00 seconds East a distance of 87.97 feet from a steel rebar at the common property corner of Lot 312 and Lot 311B, Hampden Hearth;

Thence along the western property line of lands now or formerly of Dartmouth Development Company South 40 degrees 18 minutes 00 seconds West a distance of 633.07 feet;

Thence North 51 degrees 42 minutes 30 seconds West a distance of 151.61 feet to the eastern line of lands now or formerly of David R. and Leslie E. Sheaffer;

Thence along Sheaffer North 15 degrees 02 minutes 54 seconds East a distance of 457.39 feet to a steel rebar at the common property corner of Sheaffer and lands now or formerly of Jennifer Cadiz;

Thence along Cadiz North 22 degrees 27 minutes 29 seconds East a distance of 154.48 feet to a steel rebar at the common property corner of Cadiz and Lot 309, Hampden Hearth;

Thence along Lot 309, Hampden Hearth South 64 degrees 43 minutes 34 seconds East a distance of 172.57 feet to a steel rebar at the northeast property corner of Lot 310B. Thence along Lot 310B the following 3 courses:

1. South 70 degrees 47 minutes 05 seconds West a distance of 90.70 feet to a steel rebar,
2. South 18 degrees 51 minutes 40 seconds East a distance of 112.45 feet to a steel rebar,
3. South 88 degrees 25 minutes 15 seconds East a distance of 62.50 feet to a steel rebar at the common property corner of Lot 310B and 311B. Thence along Lot 311B the following 3 courses:

1. South 22 degrees 23 minutes 05 seconds East a distance of 62.50 feet to a steel rebar,
2. North 88 degrees 01 minutes 00 seconds East a distance of 86.07 feet to a steel rebar,
3. North 41 degrees 02 minutes 55 seconds East a distance of 100.40 feet to a rebar at the southern property line of Lot 312, Hampden Hearth;

Thence along Lot 312, Hampden Hearth South 49 degrees 42 minutes 00 seconds East a distance of 7.46 feet to the place of beginning.

Containing 144.701 square feet or 3.32 acres.

I Certify this to be recorded
In Cumberland County PA



Robert P. Ziegler
Recorder of Deeds

EXHIBIT "L"

COMMUNITY OF DARTMOUTH GREEN REAL PROPERTY
AS PER FOURTH AMENDMENT

All that certain tract or parcel of land situated in Hampden Township, Cumberland County, Pennsylvania, lying 1200 feet west of the intersection of Sanderling Boulevard and Creekview Road, being more particularly described as follows:

Beginning at a steel rebar at the north west property corner of Lot 98, Phase Three, Dartmouth Green, on the division line between lands now or formerly of Dartmouth Development Company and lands now or formerly of Creekview. Thence along the western line of Phase Three, Dartmouth Green the following seventeen (17) courses:

1. South 02 degrees 39 minutes 15 seconds West a distance of 110.00 feet,
2. South 87 degrees 20 minutes 45 seconds East a distance of 7.59 feet,
3. South 02 degrees 39 minutes 15 seconds West a distance of 50.00 feet,
4. North 87 degrees 20 minutes 45 seconds West a distance of 102.50 feet,
5. South 02 degrees 39 minutes 15 seconds West a distance of 200.00 feet,
6. South 12 degrees 22 minutes 40 seconds West a distance of 84.33 feet,
7. South 21 degrees 41 minutes 12 seconds East a distance of 77.10 feet,
8. South 47 degrees 54 minutes 00 seconds East a distance of 77.10 feet,
9. South 28 degrees 59 minutes 35 seconds West a distance of 160.00 feet,
10. By a curve to the left having a radius of 330.00 feet, an arc length of 3.55 feet, a chord bearing of South 61 degrees 18 minutes 56 seconds East and a chord distance of 3.55 feet,
11. South 28 degrees 22 minutes 35 seconds West a distance of 120.00 feet,
12. South 09 degrees 49 minutes 10 seconds East a distance of 259.93 feet,
13. South 16 degrees 21 minutes 20 seconds East a distance of 48.43 feet,
14. South 36 degrees 56 minutes 10 seconds East a distance of 90.42 feet,
15. South 55 degrees 44 minutes 55 seconds East a distance of 148.38 feet,
16. South 60 degrees 00 minutes 00 seconds East a distance of 200.00 feet,
17. South 30 degrees 00 minutes 00 seconds West a distance of 105.17 feet to the division line between lands now or formerly of Michael E. and Janet F. Souder, and lands now or formerly of Dartmouth Development Company (D.B. 241, Pg. 547);

Thence along said division line North 80 degrees 29 minutes 28 seconds West a distance of 1068.23 feet to a steel rebar located in the division line between lands now or formerly of JUI Inc. (D.B. 253, Pg. 338 and Pg 342) and lands now or formerly of Dartmouth Development Company (D.B. 241, Pg. 547); Thence along said division line North 10 degrees 45 minutes 22 seconds East a distance of 5.31 feet to a steel rebar; Thence along the lands now or formerly of JUI Inc. the following nine (9) courses:

EXHIBIT "L" (continued)

1. North 82 degrees 14 minutes 35 seconds West a distance of 135.85 feet to a steel rebar,
2. North 15 degrees 29 minutes 11 seconds West a distance of 457.39 feet,
3. North 08 degrees 04 minutes 36 seconds West a distance of 154.48 feet to a steel rebar,
4. North 84 degrees 44 minutes 21 seconds East a distance of 172.57 feet to a steel rebar,
5. South 40 degrees 15 minutes 00 seconds West a distance of 90.70 feet,
6. South 49 degrees 23 minutes 47 seconds East a distance of 112.45 feet,
7. North 61 degrees 02 minutes 42 seconds East a distance of 62.51 feet,
8. South 52 degrees 55 minutes 30 seconds East a distance of 62.49 feet,
9. North 57 degrees 28 minutes 57 seconds East a distance of 86.07 feet to the division line between lands now or formerly of H.S. Service Corporation (D.B. I-32, Pg. 83) and lands now or formerly of Dartmouth Development Company (D.B. 241, Pg. 547);

Thence along said division line North 10 degrees 30 minutes 52 seconds East a distance of 100.40 feet to a steel rebar in the agreed upon division line between the lands now or formerly of H.S. Service Corporation and lands now or formerly of Dartmouth Development Company;
Thence along said division line the following three (3) courses:

1. South 80 degrees 14 minutes 05 seconds East a distance of 7.46 feet,
2. North 09 degrees 45 minutes 55 seconds East a distance of 570.58 feet,
3. North 10 degrees 30 minutes 52 seconds East a distance of 123.11 feet to a concrete monument on the division line of lands now or formerly of Dartmouth Development Company and lands now or formerly of Creekview;

Thence along said division line South 87 degrees 20 minutes 46 seconds East a distance of 630.78 feet to the place of beginning.

Containing 1,083,416 S.F. or 24.87 Acres

EXHIBIT "M"

SUBDIVISION PLAN CERTIFICATION TO THE FOURTH AMENDMENT

CERTIFICATION

I, John K. Murphy, hereby certify that:

1. I am an independent Pennsylvania registered professional engineer.
2. I am aware of the requirements of ' 5210 of the Pennsylvania Uniform Planned Community Act, 68 P.C.S.A. ' 5101, *et seq.* (the "Act"), relating to the contents of plats and/or plans.
3. For the property identified as "Fourth Amendment Subject Property" described in Exhibit "L" attached hereto, the *Declaration of Covenants, Restrictions, Easements and Establishment of Homeowners Association for Dartmouth Green, a Planned Community in Hampden Township, Cumberland County, Pennsylvania* as amended by this *Fourth Amendment to Declaration of Covenants, Restrictions, Easements and Establishment of Homeowners Association for Dartmouth Green, a Planned Community in Hampden Township, Cumberland County, Pennsylvania*, together with the Subdivision Plan identified as *Final Subdivision Plan Phase-Four Dartmouth Green* (as referenced in Section 1.30.4 of this Declaration as amended, including recording information), contain all information required by ' 5210 of the Act.

Dated this 30 day of January, 2004.

John K. Murphy

I Certify this to be recorded
In Cumberland County PA



Robert P. Ziegler

Recorder of Deeds

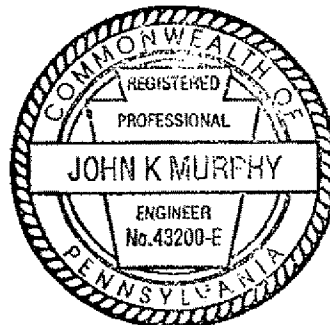
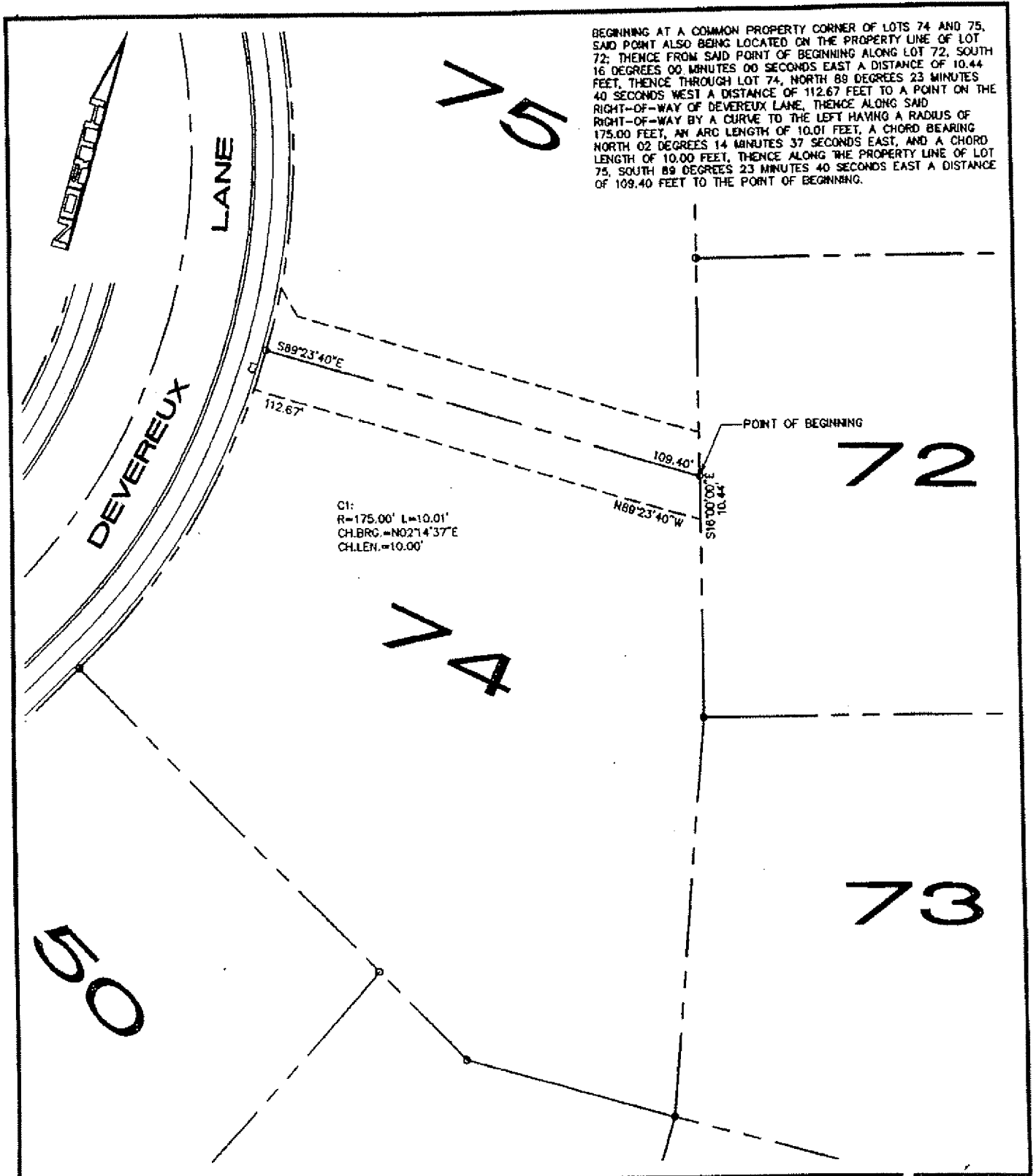


EXHIBIT "N"

LOT 74 CONTROLLED FACILITIES EASEMENT



BEGINNING AT A COMMON PROPERTY CORNER OF LOTS 74 AND 75, SAID POINT ALSO BEING LOCATED ON THE PROPERTY LINE OF LOT 72; THENCE FROM SAID POINT OF BEGINNING ALONG LOT 72, SOUTH 16 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 10.44 FEET, THENCE THROUGH LOT 74, NORTH 89 DEGREES 23 MINUTES 40 SECONDS WEST A DISTANCE OF 112.67 FEET TO A POINT ON THE RIGHT-OF-WAY OF DEVEREUX LANE, THENCE ALONG SAID RIGHT-OF-WAY BY A CURVE TO THE LEFT HAVING A RADIUS OF 175.00 FEET, AN ARC LENGTH OF 10.01 FEET, A CHORD BEARING NORTH 02 DEGREES 14 MINUTES 37 SECONDS EAST, AND A CHORD LENGTH OF 10.00 FEET, THENCE ALONG THE PROPERTY LINE OF LOT 75, SOUTH 89 DEGREES 23 MINUTES 40 SECONDS EAST A DISTANCE OF 109.40 FEET TO THE POINT OF BEGINNING.

DESIGN : MEA
DRAWN : DMF
CHECKED : JM
DATE : 06-06-2004

LOT 74
DARTMOUTH GREEN
 STORM SEWER EASEMENT
 HAMPDEN TOWNSHIP
 CUMBERLAND COUNTY, PENNSYLVANIA

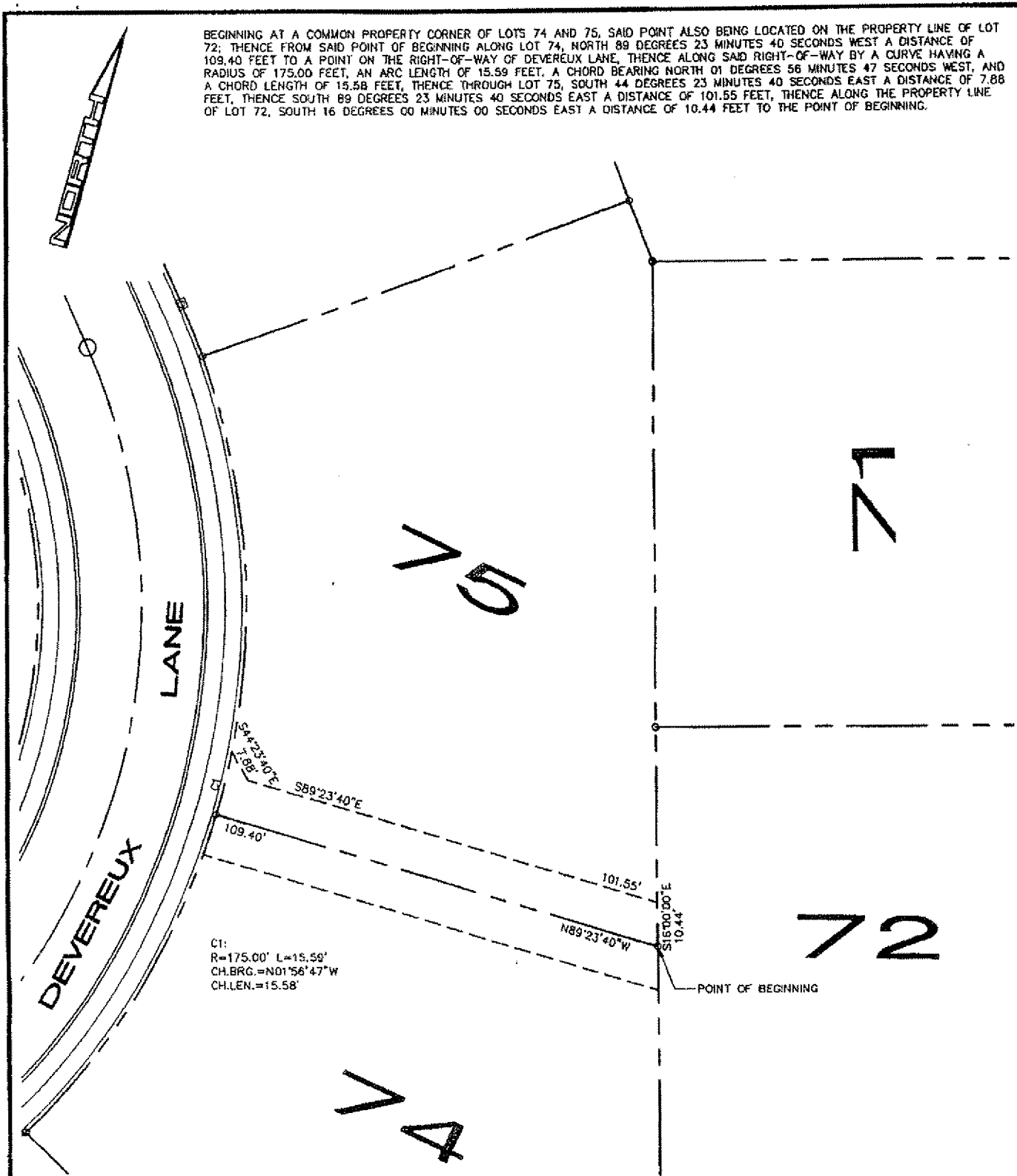
ALPHA
 ALPHA CONSULTING ENGINEERS, INC.
 PLANNING • ENGINEERING • SURVEYING
 145 LINCOLN RD, STE 600, P.O. BOX 10
 NEW CUMBERLAND, PA 17070
 PHONE: (717) 770 - 2600
 FAX: (717) 770 - 2400
 WWW.ALPHACON.COM

PROJECT NO. 220031
SURVEY BOOK : 51
SCALE : 1" = 30'
DATE PLOTTED: 06/06/04
SHEET 8-1

EXHIBIT "O"

LOT 75 CONTROLLED FACILITIES EASEMENT

BEGINNING AT A COMMON PROPERTY CORNER OF LOTS 74 AND 75, SAID POINT ALSO BEING LOCATED ON THE PROPERTY LINE OF LOT 72; THENCE FROM SAID POINT OF BEGINNING ALONG LOT 74, NORTH 89 DEGREES 23 MINUTES 40 SECONDS WEST A DISTANCE OF 109.40 FEET TO A POINT ON THE RIGHT-OF-WAY OF DEVEREUX LANE, THENCE ALONG SAID RIGHT-OF-WAY BY A CURVE HAVING A RADIUS OF 175.00 FEET, AN ARC LENGTH OF 15.59 FEET, A CHORD BEARING NORTH 01 DEGREES 56 MINUTES 47 SECONDS WEST, AND A CHORD LENGTH OF 15.58 FEET, THENCE THROUGH LOT 75, SOUTH 44 DEGREES 23 MINUTES 40 SECONDS EAST A DISTANCE OF 7.88 FEET, THENCE SOUTH 89 DEGREES 23 MINUTES 40 SECONDS EAST A DISTANCE OF 101.55 FEET, THENCE ALONG THE PROPERTY LINE OF LOT 72, SOUTH 16 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 10.44 FEET TO THE POINT OF BEGINNING.



CT:
 R=175.00' L=15.59'
 CH.BRG.=N01°56'47"W
 CH.LEN.=15.58'

POINT OF BEGINNING

DESIGN :	MEA
DRAWN :	BMF
CHECKED :	JM
DATE :	08-08-2004

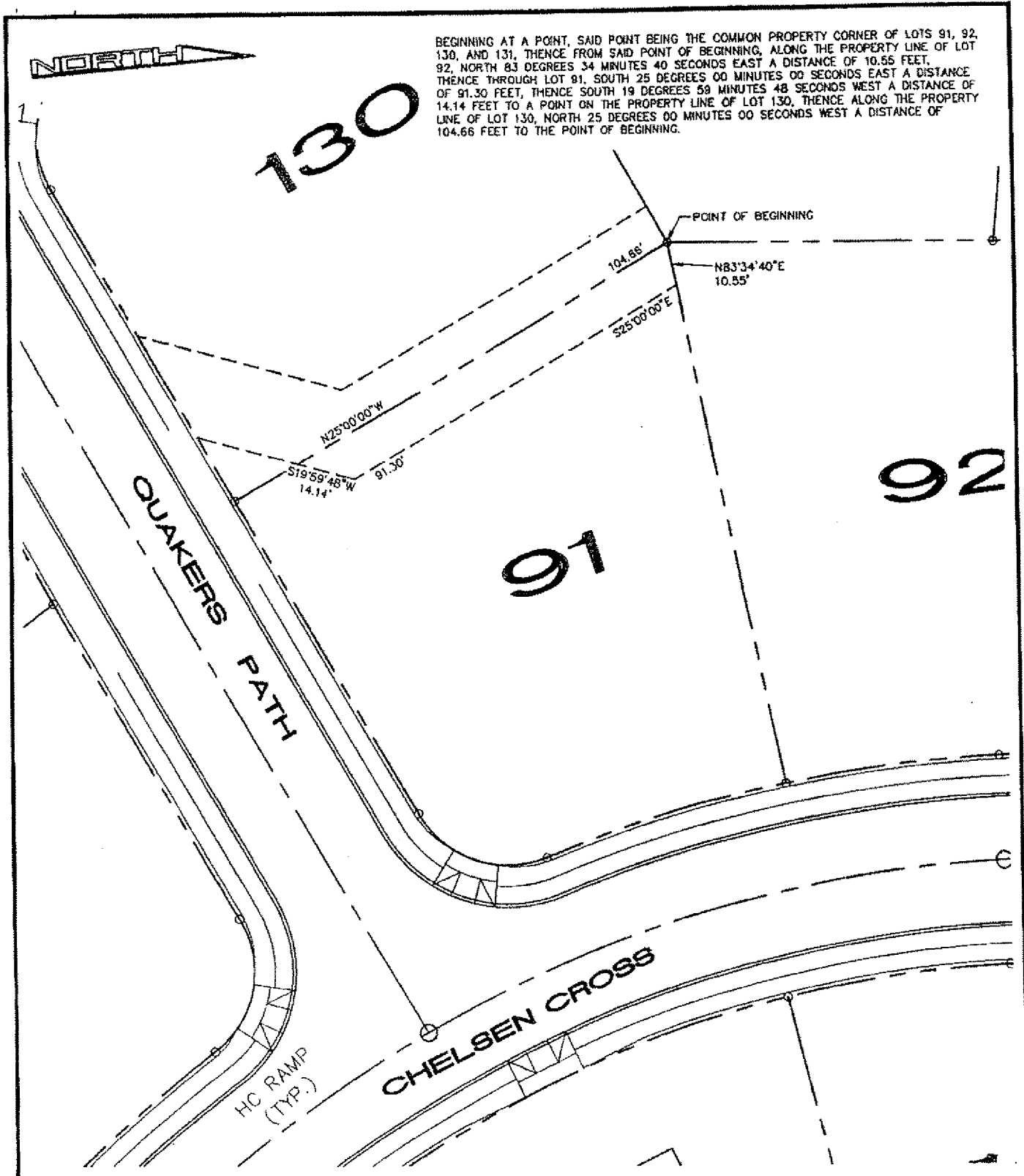
LOT 75
DARTMOUTH GREEN
 STORM SEWER EASEMENT
 HAMPDEN TOWNSHIP
 CUMBERLAND COUNTY, PENNSYLVANIA

ALFA
 ALPHA CONSULTING ENGINEERS, INC.
 PLANNING ENGINEERS & SURVEYORS
 145 LAMBETH RD. STE 600, P.O. BOX 67
 NEW CLIFTON, PA 17070
 PHONE: (717) 770 - 2800
 FAX: (717) 770 - 2400
 WWW.ALFAONLINE.COM

PROJECT NO.	230431
SURVEY BOOK :	NA
SCALE :	1" = 50'
SHEET	8-1

EXHIBIT "P"

LOT 91 CONTROLLED FACILITIES EASEMENT



BEGINNING AT A POINT, SAID POINT BEING THE COMMON PROPERTY CORNER OF LOTS 91, 92, 130, AND 131, THENCE FROM SAID POINT OF BEGINNING, ALONG THE PROPERTY LINE OF LOT 92, NORTH 83 DEGREES 34 MINUTES 40 SECONDS EAST A DISTANCE OF 10.55 FEET, THENCE THROUGH LOT 91, SOUTH 25 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 91.30 FEET, THENCE SOUTH 19 DEGREES 59 MINUTES 48 SECONDS WEST A DISTANCE OF 14.14 FEET TO A POINT ON THE PROPERTY LINE OF LOT 130, THENCE ALONG THE PROPERTY LINE OF LOT 130, NORTH 25 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 104.66 FEET TO THE POINT OF BEGINNING.

DESIGN : MEA
 DRAWN : BMF
 CHECKED : JM
 DATE : 08-08-2004

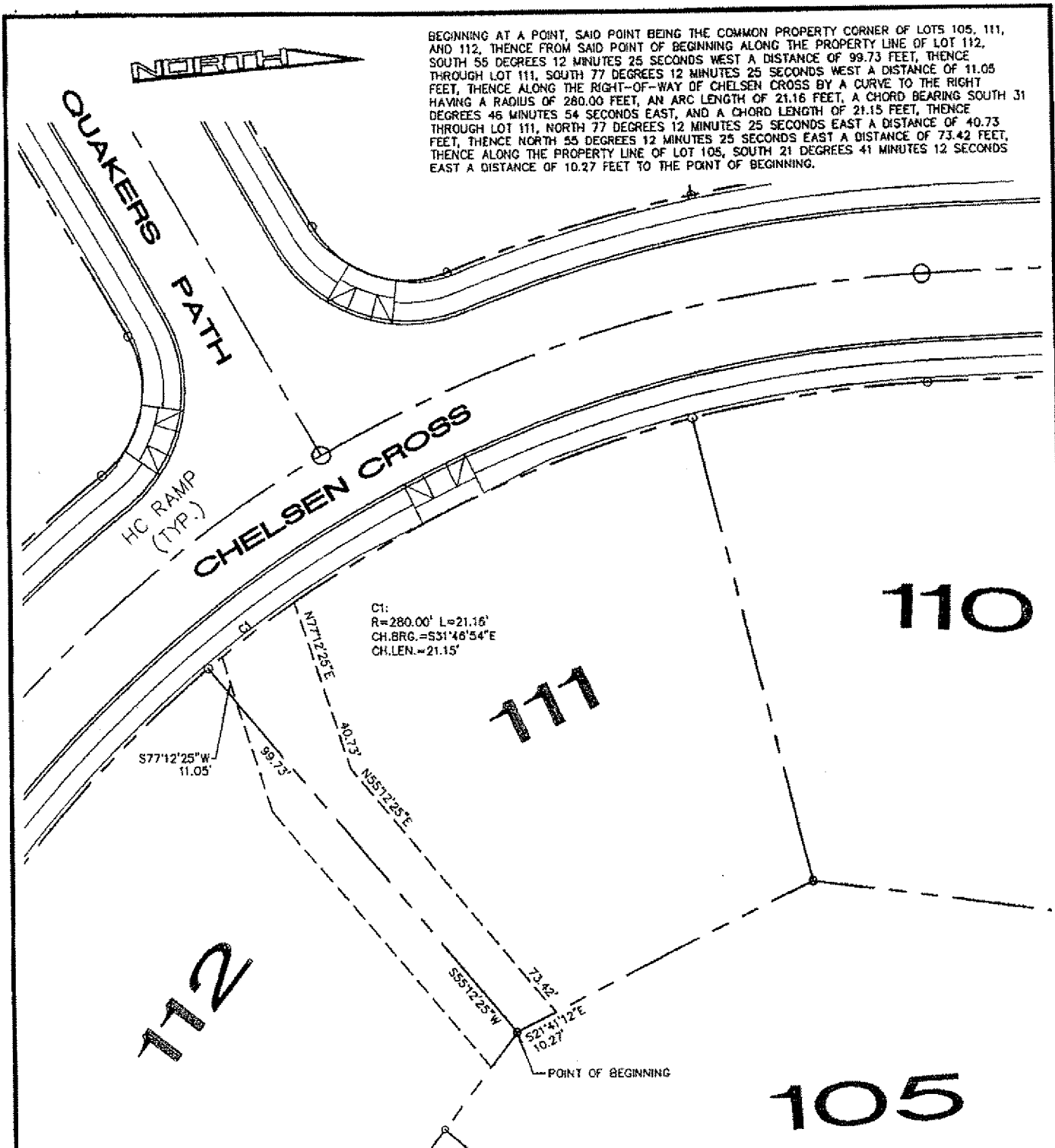
**LOT 91
 DARTMOUTH GREEN**
 STORM SEWER EASEMENT
 HAMPDEN TOWNSHIP
 CUMBERLAND COUNTY, PENNSYLVANIA

ALPHA
 ALPHA CONSULTING ENGINEERS, INC.
 PLANNING • ENGINEERING • SURVEYING
 145 LINCOLN RD, STE 800, P.O. BOX 107
 NEW CUMBERLAND, PA 17070
 PHONE 717 770 - 2800
 FAX 717 770 - 3400
 WWW.ALPHAOE.COM

PROJECT NO.
 230631
 SURVEY BOOK :
 SCALE : 1" = 30'
 SHEET **8-1**

EXHIBIT "Q"

LOT 111 CONTROLLED FACILITIES EASEMENT



DESIGN : MEA
DRAWN : BMF
CHECKED : JM
DATE : 08-08-2004

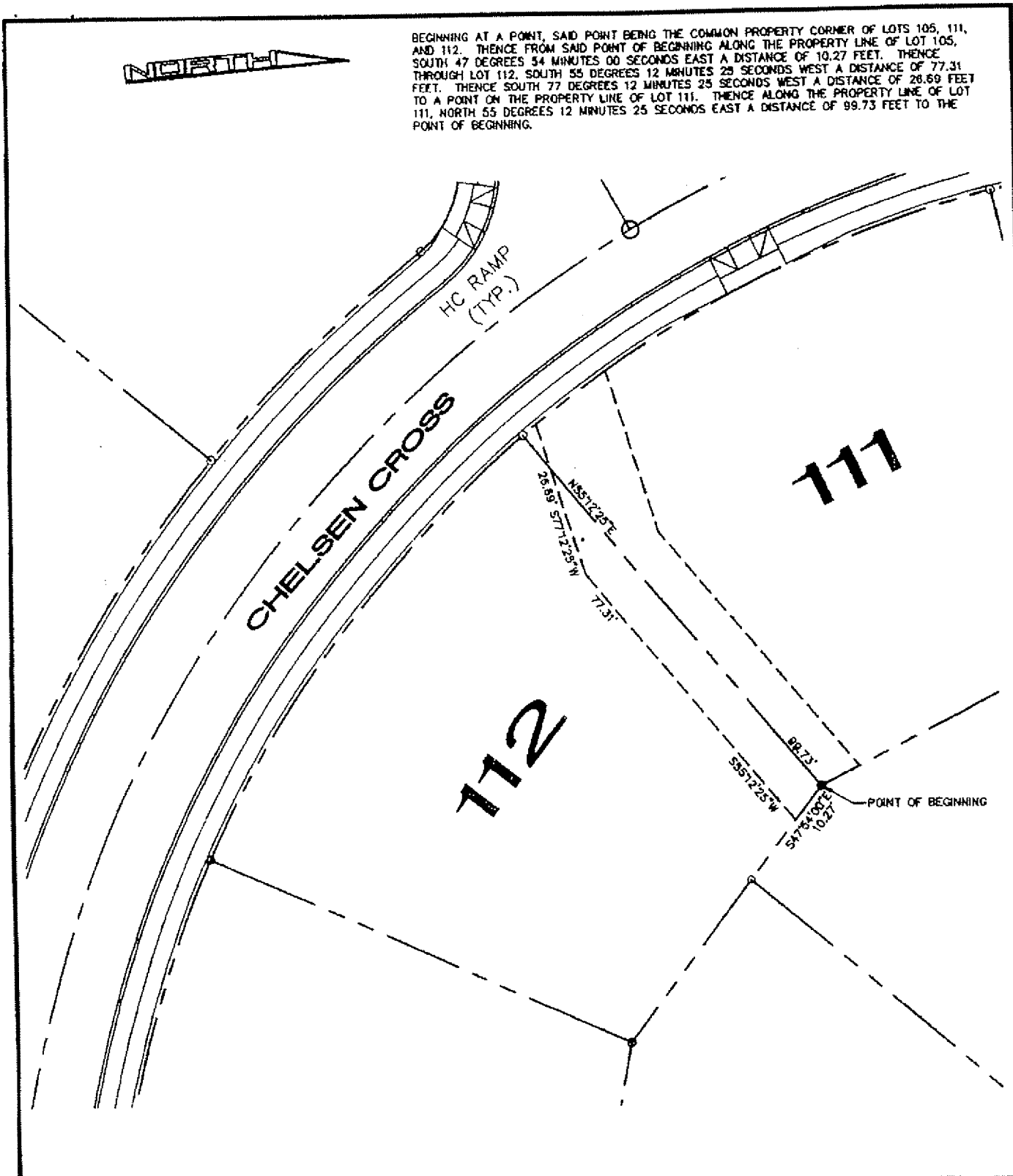
LOT 111
DARTMOUTH GREEN
 STORM SEWER EASEMENT
 HAMPDEN TOWNSHIP
 CUMBERLAND COUNTY, PENNSYLVANIA

ALFA
 ALPHA CONSULTING ENGINEERS, INC.
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 145 LEBANON RD., STE 600, P.O. BOX 117
 NEW CUMBERLAND, PA 17070
 PHONE 717 770 - 2800
 FAX 717 770 - 8400
 WWW.ALFA-PA.COM

PROJECT NO. 236031
SURVEY BOOK :
SCALE : 1" = 30'
111
SHEET S-1

EXHIBIT "R"

LOT 112 CONTROLLED FACILITIES EASEMENT



DESIGN : MEA
DRAWN : BMF
CHECKED : JM
DATE : 08-06-2004

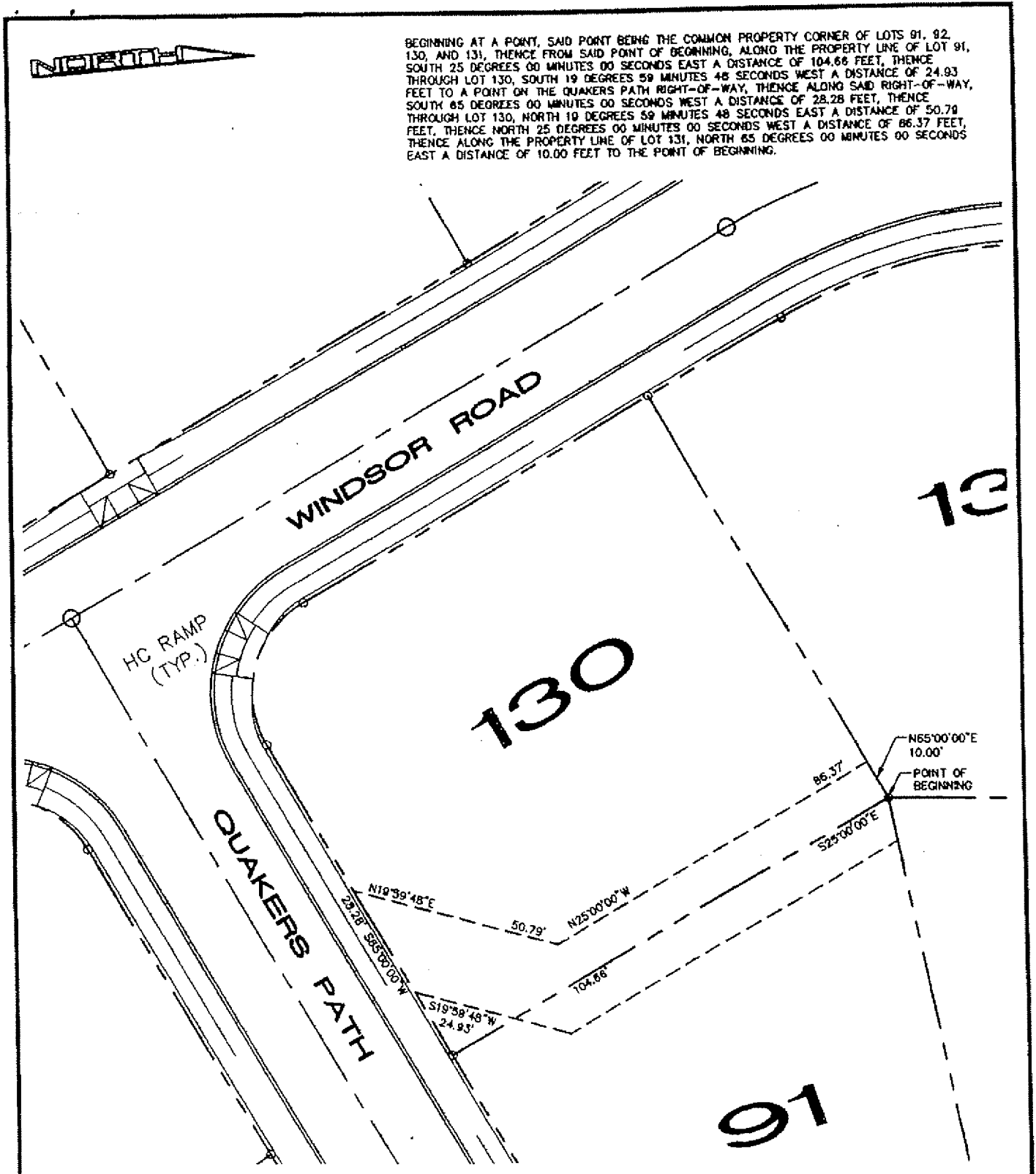
LOT 112
DARTMOUTH GREEN
 STORM SEWER EASEMENT
 HAMPDEN TOWNSHIP
 CUMBERLAND COUNTY, PENNSYLVANIA

ALPHA
 ALPHA CONSULTING ENGINEERS, INC.
 PLANNING ENGINEERING SURVEYING
 145 LISBURN RD, STE 800, P.O. BOX 17
 NEW CUMBERLAND, PA 17070
 PHONE 717 770 - 2800
 FAX 717 770 - 2400
 WWW.ALPHACON.COM

PROJECT NO. 230631
SURVEY BOOK :
SCALE : 1" = 30'
SHEET S-1

EXHIBIT "S"

LOT 130 CONTROLLED FACILITIES EASEMENT



DESIGN :	MEA
DRAWN :	BJF
CHECKED :	JM
DATE :	08-08-2004

LOT 130
DARTMOUTH GREEN
 STORM SEWER EASEMENT
 HAMPDEN TOWNSHIP
 CUMBERLAND COUNTY, PENNSYLVANIA

ALFA
 ALPHA CONSULTING ENGINEERS, INC.
 PLANNING • ENGINEERING • SURVEYING
 148 LANKLIN RD., SUITE 800, P.O. BOX 107
 NEW CUMBERLAND, PA 17070
 PHONE 717 770 - 2800
 FAX 717 770 - 2400
 WWW.ALFAE.COM

PROJECT NO.	25083T
SURVEY BOOK :	
SCALE :	1" = 30'
SHEET	8-1

EXHIBIT "T"**SUMMARY OF CONTROLLED FACILITIES**

Storm Water Drainage Inlets		
Address	Lot Nbr	Location
5630 Charlton Way	52	Northwest corner of lot
1090 Devereux Lane	74	Southeast corner of lot
1212 Chelsen Cross	112	North corner of lot
1214 Chelsen Cross	111	Northeast corner of lot
1285 Windsor Road	130	East corner of lot
1110 Newbold Lane	58	East corner of lot
Creekview Road	NA	Behind 1130 Windsor Road

Storm Water Drainage Outfalls and Swale Areas	
Address	Lot Number
5635 Charlton Way	36
1135 Windsor Road	125

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



Instrument Number - 202225259

Recorded On 9/9/2022 At 10:59:48 AM

* Total Pages - 70

* Instrument Type - DECLARATION

Invoice Number - 382566 User ID - BMM

* Grantor - DARTMOUTH GREEN HOMEOWNERS ASSOC INC

* Grantee - DARTMOUTH GREEN HOMEOWNERS ASSOC INC

* Customer - SIMPLIFILE LC E-RECORDING

*** FEES**

STATE WRIT TAX	\$0.50
RECORDING FEES -	\$141.50
RECORDER OF DEEDS	
PARCEL CERTIFICATION	\$15.00
FEES	
COUNTY ARCHIVES FEE	\$2.00
ROD ARCHIVES FEE	\$3.00
TOTAL PAID	\$162.00

Certification Page
DO NOT DETACH
This page is now part
of this legal document.

Cumberland County UPI Certification
On September 9, 2022 By TB

PARCEL IDENTIFICATION NUMBER

10-17-1031-395

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.

