

**AMENDED AND RESTATED BYLAWS  
OF THE  
DARTMOUTH GREEN HOMEOWNERS ASSOCIATION, INC.**

**Preamble**

Whereas, this corporation (herein sometimes referred to as the “Association”) has been formed for the purposes set forth in that certain *Restated and Amended Declaration of Covenants, Restrictions, Easements and Establishment of Homeowners Association for Dartmouth Green, a Planned Community in Hampden Township, Cumberland County, Pennsylvania* as the same may be duly amended from time to time (herein referred to as the “Declaration”) of record in the office of the Recorder of Deeds in and for Cumberland County, Pennsylvania in Record Book 4556, Page 1186, the actions of this corporation shall at all times be consistent with and constrained by the Declaration and all of the documents referred to therein and this corporation shall be governed in accordance with the Amended and Restated Bylaws set forth in this document, as the same may be duly amended from time to time.

# **Article I**

## **Name and Location**

### **1.1. Name and Organization.**

The name of the corporation is DARTMOUTH GREEN HOMEOWNERS ASSOCIATION, INC. (herein referred to as the “Association”) and is organized and existing as a nonprofit corporation under the laws of the Commonwealth of Pennsylvania.

### **1.2. Principle Office.**

The Dartmouth Green Homeowners Association, Inc. is a planned community of 133 individual single-family homeowners. It does not have a physically established corporate office, but the mailing address of the corporation is 4902 Carlisle Pike, Box 145, Mechanicsburg, Pennsylvania, 17055. Meetings of Members and the Executive Board shall be held at a location within Cumberland County of the State of Pennsylvania as may be designated by the Executive Board.

## **Article II**

### **Definitions**

#### **2.1. General.**

Unless as specifically defined in Article I of the Declaration, the words used in these Amended and Restated Bylaws shall be given their normal, commonly understood definitions. Capitalized terms shall have the same meaning, unless the context clearly indicated otherwise, as set forth in the Declaration.

## **Article III**

### **Meetings of Members**

#### **3.1. Association and Annual Meetings.**

Association Meetings for the Members of the Association shall be held at least once each year at a suitable location within Hamden Township of the Commonwealth of Pennsylvania as shall be designated by the Executive Board. At a minimum, the Association shall convene an Annual Meeting for the Members of the Association each year. Such Annual Meeting shall be scheduled at a time and date chosen by the Executive Board, between the first (1<sup>st</sup>) of January and the end of February of each calendar year that is not a federally-recognized holiday. The Annual Meeting may be rescheduled beyond February should circumstances beyond the Board's control present themselves.

#### **3.2. Special Meetings.**

Special Meetings of the Members may be called at any time by either the President, a majority vote of the Executive Board, or upon written request of the Members who are entitled to vote one fourth (1/4) of all votes of the Membership. Special Meetings shall be held within sixty (60) days of the request at a suitable location within Cumberland County of the Commonwealth of Pennsylvania and on such date and at such time as shall be designated by the Executive Board.

#### **3.3. Notice of Meetings.**

Written notice of each Association, Annual, or Special Meeting shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by either hand-delivered mailbox delivery or prepaid, US Post Office mailing. Such notice shall be provided not less than ten (10) days and not more than sixty (60) days in advance of any Association, Annual, or Special Meeting. The Secretary shall provide proper notice to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify:

- a. the place, day, and hour of the meeting; and
- b. an agenda, including the general nature of any proposed amendment to any Governing Document, any changes to the total annual budget or annual assessments, proposed levying of Special Assessments, or any proposal to remove a Director from the Executive Board.

The notice of any Special Meeting shall state the purpose or purposes of such meeting and no business shall be transacted at such Special Meeting except as stated in the notice thereof.

#### **3.4. Waiver of Notice.**

A waiver of notice of any Association, Annual, or Special Meeting shall equate to a proper notice. Any Member may waive, in writing, notice of any meeting of the Members, before, at or after such meeting. Attendance at a meeting by a Member shall be deemed a waiver by such Member of notice of the date, time and place thereof, and at any Special Meeting, of all business transacted, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order or upon arrival, whichever shall last occur.

### **3.5. Quorum Requirements.**

Except as otherwise specified in the Declaration for certain actions, the presence at the beginning of the meeting of Members entitled to cast ten percent (10%) or more of the total votes of the Association shall constitute a quorum for any action except as otherwise provided in the Act or the Association's Governing Documents.

Presence at an Association, Annual, or Special Meeting shall be considered satisfied if:

- a. Members are physically present at such meeting; or
- b. A proxy, consistent with any requirements as established in these Amended and Restated Bylaws, has been submitted to and been deemed sufficient by the Executive Board; or
- c. Members or their properly designated proxies are able to participate through electronic means including, but not limited to, telephonic or video conferences calls. All parties using such electronic means must be able to hear and respond to each other in order to constitute a valid presence.

If the required quorum is not present or represented, the chairperson of the meeting may adjourn the meeting to another place, date and/or time not later than thirty (30) days following the adjourned meeting, subject to the same notice requirement and to the additional requirement that the notice shall state that. The required quorum at such subsequent meeting shall be one-half (1/2) of that required quorum at the adjourned meeting.

Except for adjournment for lack of quorum, when a meeting is adjourned or continued to another place, date or time, written notice need not be given of the adjourned or continued meeting if the place, date and time thereof are announced at the meeting at which the adjournment or continuance is taken. However, if the date of any adjourned or continued meeting is more than thirty (30) days after the date of the proceeding meeting, written notice of the place, date and time of the adjourned or continued meeting shall be given in conformity with the notice provisions of these Amended and Restated Bylaws. At any adjourned or continued meeting, any business may be transacted which might have been transacted at the original meeting.

Should Members withdraw from a duly called or held meeting at which a quorum was attained at the start of that meeting, even though such withdrawal results in less than a required quorum, the Members still present may continue to conduct business until adjournment. However, if that meeting is adjourned to be continued at another date, time or place, proper notice requirements will be applied and a required quorum attained prior to conducting Association business that requires a vote of the Members.

### **3.6. Chairing a Meeting.**

The President, or such person as the Executive Board may designate, shall act as chairperson and call to order any meeting of the Members. Should the President or the Board's designee be absent, such person as may be chosen by a majority vote, in person or by proxy, of the Members present shall preside over the meeting. In the absence of the Secretary, the chairperson shall designate an acting Secretary for that meeting.

### **3.7. Conduct of Business.**

The chairperson of any meeting of Members shall determine the order of business and the procedure at the meeting. The current edition of Robert's Rules of Order shall govern, where ever practical, the conduct at any meeting of the Members when not in conflict with the Act or the Association's Governing Documents.

### **3.8. Proxies.**

At any meeting of the Members, every Member entitled to vote, may vote if they are considered present as defined in §3.5 of these Amended and Restated Bylaws. If voting by proxy, the proxy shall be in writing and filed with the Secretary. A written proxy shall:

- a. include the time and date of the meeting for which the proxy will represent; and
- b. identify whether the meeting is either an Annual, Association, or Special Meeting; and
- c. include the statement, "I hereby appoint (the name of the Owner or Board member) as my proxy to be counted towards quorum and to vote on my behalf."; and
- d. include the Owner's property address; and
- e. include the Owner's printed name and original signature.

A written proxy shall be considered revoked if:

- a. the Owner's assigned proxy is not present, as defined in §3.5 of these Amended and Restated Bylaws, at the meeting the written proxy was prepared for; or
- b. a written notice of revocation is provided to the presiding chairperson prior to commencement of the meeting; or
- c. Membership in the Association was terminated prior to the meeting by conveyance of the Lot subject to the Declaration; or
- d. the written proxy was not properly prepared or purports to be revocable without notice; or
- e. the proxy is being used for a different meeting than it was originally intended for.

### **3.9. Voting.**

All voting, including the election of Directors, but excepting where otherwise required by law, may be a voice vote, provided however, that upon demand therefor by a Member entitled to vote or by his or her proxy, a secret ballot vote shall be taken. Every vote taken by ballot shall be counted by an inspector or inspectors as appointed by the chairperson of the meeting.

All elections shall be determined by a plurality of the votes cast, and except as otherwise required by law, all other matters shall be determined by a majority of the votes cast.

## **Article IV**

### **Executive Board**

#### **4.1. Composition.**

The affairs of the Association shall be governed and conducted by an Executive Board, composed of the following:

##### **4.1.1. Directors.**

The Executive Board shall include Directors that are natural persons, shall have attained the age of majority, shall be Members of the Association, and are elected in accordance with §4.3 or §4.5 of these Amended and Restated Bylaws. Directors, and only Directors, shall have the authority to make motions and cast equal votes at a duly called and held Executive Board meeting.

##### **4.1.2. Officers.**

The Executive Board shall include Officers serving in the roles of President, Vice President, Treasurer, and Secretary as described in §7.1 of these Amended and Restated Bylaws. Any Officer, having not been elected by the Members of the Association as a Director, does not have the authority to make motions and cast votes at a duly called and held Board meeting. When deemed necessary by the Directors and in the best interest of the Association, the Board may also complement itself by electing other Officers, not described in §7.1 of these Amended and Restated Bylaws, to serve special interests of the Association.

#### **4.2. Number of Directors and Term of Office.**

The Executive Board shall be comprised of either three (3) or five (5) Directors as determined by a majority vote of a duly called Board meeting, held not more than sixty (60) days prior to the Annual Meeting. If such a vote is not called by the Board within the required period of time, then the authorized number of Directors will remain the same as previously approved for the prior calendar year.

Once approved by the Board, any increase in the number of Directors shall only be filled by the election of new Directors at an Annual Meeting of the Members. Any decrease in the authorized number of Directors shall not become effective until the expiration of the term of the Directors then in office unless, at the time of such decrease, there shall be vacancies on the Board which are being eliminated by the decrease.

The term of office for each Director shall be one (1) year, commencing with the Organization Meeting as described in §4.4 of these Amended and Restated Bylaws. Directors shall serve their full terms except as otherwise provided in the Governing Documents or required by law. Directors may serve an unlimited number of duly elected terms and may succeed themselves.

#### **4.3. Elections.**

Except as provided by §4.5 of these Amended and Restated Bylaws, each Director shall be elected by the Members of the Association. Director nominations from Members may be submitted in writing to the Secretary no more than forty-five (45) days prior to the Annual Meeting at which an election is to be held. Nominations may be submitted from the floor at the time of the Annual Meeting at which an election is to be held. Members may also nominate themselves.

Each Director shall be elected by secret ballot (unless dispensed by unanimous consent), and by a plurality of the votes cast by Members present at the Annual Meeting. Each Member, eligible to cast a vote, shall be entitled to cast a single vote for each Director vacancy.

#### **4.4. Organization Meeting.**

Within fifteen (15) business days of the Annual Meeting that held Director elections, the outgoing and incoming Directors shall conduct a final turnover meeting at such time and place as shall be fixed by the Executive Board. The purpose of this Organization Meeting is to complete a turnover process between outgoing and incoming Directors. Upon completion of this Organization Meeting, the newly-elected incoming Directors will be deemed as having assumed their roles as the new Board of Directors.

#### **4.5. Vacancies.**

If any Member-elected Director vacates their role by reason of death, resignation, disqualification, removal or any other cause, except as otherwise provided in the Governing Documents or required by law, a majority of the Directors remaining in office, although less than a quorum at a properly called Board meeting, may elect a successor for the unexpired term and until his or her successor is elected by Members at an Annual Meeting. However, successors are eligible to run for reelection during the next election term.

#### **4.6. Resignation and Removal.**

Any Director may resign at any time by giving written notice to the Executive Board, or shall be deemed to have resigned upon transfer of title of their Lot, if, as a result of such transfer, such Director has no further ownership interest in any Lot. Unless otherwise specified in such written notice, such resignation shall take effect upon receipt thereof by the Executive Board, and the acceptance of such resignation shall not be necessary to make it effective.

Any Member:

- a. convicted of a felony related to financial fraud, theft or embezzlement; or
- b. is more than sixty (60) days delinquent in either paying Association assessments or fines, or complying with a Notice of Violation as described in Article VIII of these Amended and Restated Bylaws;

shall be ineligible for Director elections, or if currently serving as a Director, shall be immediately removed from office.

Any one or more Directors may be removed from office, with or without cause, by a resolution adopted by a majority of all the Members of the Association. In the event that such an act of removal is approved by the Owners, this same group of Owners may also elect a successor Director or Directors. Should the Members, for whatever reason, fail to elect a successor Director or Directors, then the Executive Board shall fill any vacancies as per §4.5 of these Amended and Restated Bylaws.

#### **4.7. Compensation of Directors.**

Directors shall not receive any compensation for their services as Directors, including, without limitation, their services as members of chartered committees. Directors may, however, be reimbursed by the Association for their reasonable expenses incurred in the performance of their duties as such Directors.

Except for willful and malicious acts by Directors, constituting felonies or misdemeanors, all Directors shall be indemnified by the Association for all acts done or performed in the furtherance of their duties.

#### **4.8. Board Meeting Notice Requirements.**

A ten (10) day or more notice, agreed to by the majority of Directors, is required to conduct a Regular Meeting. Notice shall be by any means of communication including, but not limited to, a verbal, electronic, or hand delivered written notice. The receipt of any notice other than provided by mailing, verifiable electronic means, or documented in the minutes of a prior Regular Meeting, shall be acknowledged or waived in writing. Notwithstanding the foregoing, attendance at a meeting (except for the limited purpose of objecting to the lack of notice) shall constitute a waiver of notice. Any notice by mail shall be deemed delivered two (2) days after deposit, postage prepaid, with the United States Postal Service.

#### **4.9. Quorum Requirements.**

A majority of the number of Directors shall constitute a quorum for the transaction of business by the Executive Board. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

#### **4.10. Regular Meetings.**

The frequency of Regular Meetings shall be determined by a majority of Directors, but not less frequently than a quarterly basis.

Provided that such Regular Meetings of the Executive Board are held pursuant to a schedule established by the Board, the receipt of which such schedule, if acknowledged by each Director no later than the start of business at the first of such regular scheduled meetings, the Executive Board may hold Regular Meetings at such place or places, on such date or dates, and at such time or times as shall have been established by the Executive Board without the requirement for any further notice of such Regular Meetings.

Unit Owners may be granted up to 5-minutes to voice concerns and or questions before the Executive Board at a Board's Regular Meeting if reasonably pre-arranged with the Executive Board. Unit Owners are not allowed to attend or participate during the executive session of any Board meeting.

#### **4.11. Special Meetings.**

Special Meetings may be called by a majority of Directors in order to address short notice, emergent, or unusual business circumstances that cannot wait until the next Regular Meeting. Notice requirements for a Special Meeting shall be considered as waived. Generally, Unit Owners from the Association are not invited to a Special Meeting, but the Executive Board retains the authority to invite such Unit Owners upon a majority vote of all Directors.

#### **4.12. Meeting Participation by Electronic Means.**

Members of the Executive Board may participate in any meeting by means of telephonic, video, or other electronic means such that all persons participating in the meeting can hear each other. Such participation shall constitute presence in person at such a meeting.

#### **4.13. Conduct of Business.**

At any meeting of the Executive Board, business shall be transacted in such order and manner as the Board may determine, and all matters shall be determined by the vote of a majority of the Directors present, except as otherwise provided herein or required by law.

Any action required to be, or which may be, taken by the Executive Board whether at a meeting or otherwise, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the number of members of the Executive Board that would be necessary to authorize or take such action at a meeting at which all members of the Executive Board entitled to vote thereon were present and voted, and the writing or writings are filed with the minutes of proceedings of the Executive Board.

#### **4.14. Conflicts of Interest and Validity of Contracts with Interested Board Directors.**

No contract or other transaction between the Association and one or more Director(s), or between the Association and any corporation, firm, or association in which one or more of the Association's Directors are financially interested, shall be void or voidable when such Directors are present at any Regular or Special Meeting that authorized or approved the contract or transaction if all of the following circumstances pertain:

- a. the Director with such financial conflicts of interests discloses and makes known to the Executive Board such conflicts prior to a Board vote;
- b. the relevant Director recuses themselves from any relevant vote;
- c. the remaining Board authorizes, approves, or ratifies the contract or transaction in good faith by a properly held vote with the remaining Directors;
- d. the contract or transaction is made in good faith, is financially justifiable, and reflects a sound fiduciary duty at the time it was authorized, approved, or ratified;
- e. all facts and disclosures are recorded in the Regular or Special Meeting minutes at the time of authorization, approval, or ratification.

## **Article V**

### **Committees**

#### **5.1. Committees of the Executive Board.**

The Executive Board, by a vote of the majority of the entire Board, may designate committees of the Board, with such lawfully delegable powers and duties as it thereby confers, to serve at the pleasure of the Board. The Board may, by a majority vote of the Board, elect a committee chairperson to manage the affairs of the committee or remove, with or without cause, any committee members.

#### **5.2. Committee Charter.**

The Executive Board, upon designating a committee, shall develop a committee Charter that:

- a. formally recognizes the committee;
- b. appoints a committee chairperson;
- c. defines the committee's objectives;
- d. defines the committee's budget obligation authority, if any, and any such constraints on how to obligate Association monies.

The committee shall not commence its duties until the Charter has been approved by the Board and provided to the committee chairperson.

#### **5.3. Conduct of Business.**

Except as otherwise provided herein or required by law and except as may be otherwise provided by the Executive Board in designating the committee, each committee may determine the procedural meeting rules of conducting its business, and act in accordance therewith. Adequate provisions shall be made for notice to committee members of all meetings. One-third of all committee members shall constitute a quorum, unless the committee consists of only one or two members. In that event, one committee member shall constitute a quorum. All committee matters shall be determined by a majority vote of the committee members present.

#### **5.4. Obligation of Association Monies.**

No committee shall obligate Association monies outside the parameters of their Charter unless a motion has been made before the Executive Board resulting in a majority approval vote. At all times, the obligation of any Association monies must be consistent with the committee's Charter, for the benefit of the Association's Members and residents, and an offering to all Members and residents of the Association.

## **Article VI**

### **Powers and Duties of the Executive Board**

#### **6.1. Powers of the Executive Board.**

The Executive Board shall have the powers to do all other 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, but not limited to:

**6.1.1.** perform all of the duties and obligations imposed upon the Association by the Governing Documents or otherwise by law, including management of the Common Elements and Stormwater Facilities, and the real and personal properties of the Association as set forth in the Governing Documents;

**6.1.2.** exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the Membership by other provisions of the Act and these Governing Documents;

**6.1.3.** establish rules and regulations for the use, operation, maintenance and preservation of the Common Elements;

**6.1.4.** establish such bank depository accounts as may be necessary, including the establishment of separate escrow accounts where required, and provide for the full and complete accounting of all sums coming into the possession of the Association.

#### **6.2. Duties of the Executive Board.**

It shall be the duty of the Executive Board to:

**6.2.1.** maintain, repair and replace, as and when in the sole judgment of the Executive Board, any and all Common Elements and Stormwater Facilities in a manner which preserves, keeps functional, complies with all applicable Township, County, State and Federal regulations, ordinances and laws and retain the functional condition thereof;

**6.2.2.** annually adopt a budget for the Association, which budget shall provide for the estimated expenses for the performance of the duties, rights and obligations of the Association as set forth in the Governing Documents, and for the operation, maintenance, repair and replacement of the Common Elements, including such reserves as the Executive Board shall deem appropriate;

**6.2.3.** collect annual and special assessments to provide the monies necessary to implement the budget;

**6.2.4.** maintain, prepare and provide financial records, statements and reports in accordance with §5316 of the Act;

**6.2.5.** cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any Special Meeting when such statement is requested in writing by one-fourth (1/4) of the Members who are entitled to vote;

**6.2.6.** maintain policies of insurance as required or authorized by §4.3 of the Declaration and any other insurance deemed appropriate by the Executive Board to protect the Association, the Directors and the Members, including Directors' liability and indemnity insurance, to the extent reasonably obtainable, for errors and omissions;

**6.2.7.** elect Officers of the Association to include, but not limited to, a President, Vice President, Secretary and Treasurer who shall perform those duties prescribed under the Nonprofit Corporation Law of the Commonwealth of Pennsylvania. Any number of offices may be held by the same person.

The Board shall also provide for the delegation of management authority, to the extent the Executive Board deems appropriate, to:

- a. remove any Officer of the Association, with or without cause; or
- b. develop the powers and duties of any Officer upon any other person for the time being; or
- c. confer upon any Officer of the Association the power to appoint, remove and suspend subordinate Officers and agents.

**6.2.8.** employ such persons and entities and enter into such contracts for services, including but not limited to property management, legal counsel, accountants, consultants, and contractors as may be necessary or desirable to perform the duties and rights imposed by the Governing Documents;

**6.2.9.** institute all actions at law or in equity before courts of record or not of record as may be necessary or convenient to preserve and protect the Association and its property, including the enforcement of payment of all assessments, but not limited thereto. All such actions shall be brought and pursued in the name of the Association and all recoveries shall be for its benefit.

**6.2.10.** initiate reviews or audits of all Association monies, securities, and financial records through an independent accountant or fiduciary authority when and as deemed acceptable by the Executive Board. The Board will take immediate action to address the findings of any review or audit deficiencies. All review or audit findings shall be recorded in the minutes of the next Regular Meeting, and made available to any Member upon their written request.

### **6.3. Delegation of Powers.**

The Executive Board may delegate, to any Officer, or to such persons or agencies which provide property management services, the power to:

**6.3.1.** collect annual and special assessments;

**6.3.2.** maintain, prepare and provide financial records, statements and reports in accordance with §5316 of the Act;

**6.3.3.** keep a complete record of all its acts and corporate affairs and to present a statement thereof to the Members;

**6.3.4.** employ such persons and entities and enter into such contracts for services, including but not limited to legal counsel, accountants, consultants, and contractors as may be necessary to perform the duties and rights imposed upon the Executive Board.

## **Article VII**

### **Officers and their Duties**

#### **7.1. General.**

The Officers of the Association, each of whom to be deemed qualified by the Executive Board to hold office, shall be a natural person that has attained the age of majority. Unless as required elsewhere within these Governing Documents, Officers do not have to be Members of the Association.

As discussed in §4.1.2 of these Amended and Restated Bylaws, Officers of the Association shall, at a minimum, include the roles of President, Vice President, Secretary, and Treasurer. The election of these four (4) Officers shall be conducted at the first Board meeting following the Association's Annual Meeting. All Officers shall be elected by a majority vote of the Directors at a duly noticed and called meeting at which a quorum shall be present. Each Officer shall take office upon election and hold his or her office until the Organization Meeting as described in §4.4 of these Amended and Restated Bylaws or until his or her earlier resignation or removal.

The President and Vice President shall be filled by Member-elected Directors. Any number of offices may be held by the same person.

#### **7.2. President.**

The President shall be the Chief Executive Officer of the Association. Subject to the provisions of these Amended and Restated Bylaws and by the direction of the Executive Board, he or she shall have the responsibility for the general management and control of the business and affairs of the Association and shall perform all duties and have all powers which are commonly incident to the office of Chief Executive or which are delegated by the Executive Board. The President shall have powers to execute all contracts, agreements and other instruments of the Association which are authorized. The President shall have general supervision and direction of all of the other Directors, Officers and agents of the Association. The President shall be an ex-officio member of all committees and shall exercise such other general powers and duties as are usually vested in the Chief Executive Officer of a corporation.

#### **7.3. Vice President.**

The Vice President shall have such powers and duties as may be delegated to him or her by the Executive Board. The Vice President shall be designated by the Board to perform the duties and exercise the powers of the President in the event of the President's absence or disability. The Vice President shall provide oversight of all committee chairpersons that are formally chartered by Executive Board and provide committee updates at Regular Meetings.

#### **7.4. Secretary.**

The Secretary shall issue all authorized notices for and shall keep minutes of all meetings of the Members and the Executive Board. The Secretary shall have charge of the Association records, books, and papers as the Executive Board may direct, maintain a contact roster of all Association Unit Owners, and post appropriate documents to the Association's websites and electronic media, if not assigned to another Officer.

#### **7.5. Treasurer.**

The Treasurer shall have the fiduciary responsibility for accurately maintaining the financial records of the Association, and shall have custody of all monies and securities of the Association. The Treasurer shall make all such disbursements of Association funds as are authorized, and shall render from time to time an account of all such transactions and of the financial condition of the Association. The Treasurer shall also perform such duties as the Executive Board may prescribe.

#### **7.6. Delegation of Authority.**

The Executive Board may from time-to-time delegate the power or duties of any Officer to other Officers or agents.

#### **7.7. Execution of Amendments.**

Amendments to the Declaration required or permitted by the Act to be recorded by, or on behalf of, the Association shall be prepared by or on behalf of the President of the Association, shall be executed by the President of the Association, recorded by or on behalf of the President of the Association, and certified by or on behalf of the Secretary of the Association.

#### **7.8. Action with Respect to Securities of Other Corporations.**

Unless otherwise directed by the Executive Board, the President shall have power to vote and otherwise act on behalf of the Association, in person or by proxy, at any meeting of stockholders of or with respect to any action of stockholders of any corporation in which this Association may hold securities and otherwise to exercise any and all rights and powers which this Association may possess by reason of its ownership of securities in such other corporations.

#### **7.9. Bonding.**

The Executive Board may secure the fidelity of the Treasurer, or of any other Officer, by a bond in such sum, and with such surety or sureties, as the Executive Board may determine.

#### **7.10. Resignation and Removal.**

Any Officer may be removed from office with or without cause by a majority vote of the Executive Board. Any Officer may resign at any time giving written notice to the Executive Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

## **Article VIII**

### **Enforcement**

#### **8.1. Violations of the Association's Governing Documents.**

As discussed in §9.1 of the Declaration, the Executive Board has the authority to enforce all policies of the Governing Documents, but the Board shall make a reasonable attempt to resolve Owner violations in the least confrontational manner possible. The Board shall take the following progressive steps towards violation resolution:

- a. Depending upon the nature of the violation, the Association, based upon their sole judgement, shall notify the Owner in writing or by email, providing a description of the violation and the relevant clause from the Association's Governing Documents. The Board, at their discretion, shall also provide the Owner with a one (1) to thirty (30) day grace period to either rectify the violation or request, in writing or email, a formal appeal before the Association.
- b. If the Owner fails to request an appeal within their granted grace period, the Owner will have been considered as having waived their appeal rights. If the violation remains un-rectified by the end of the initial grace period, the Board, based on a majority vote of the Board, may either grant a second and final grace period to rectify the violation or may immediately impose any one or combination of penalties as outlined in §8.2 of these Amended and Restated Bylaws.
- c. If the Owner requests an appeal before the Board, the Board President shall establish a three (3) person hearing panel, consisting of Association Members, to hear the Owner's appeal. The President shall take care to avoid any conflict-of-interest by recusing anyone from serving on the panel when impartiality is reasonably at question. The panel may consist of any Member of the Association, including past or present Board members, but the President shall not serve on the panel. A panel member shall be assigned to record minutes of the hearing, findings, and the panel's decisions.
- d. The panel shall hear the Owner's appeal within ten (10) days of appeal receipt, unless both the panel and the Owner mutually agree to an alternative time. Upon completion of the hearing, the panel shall review their findings and decide upon a final decision based upon a majority vote of the panel. If the Owner loses their appeal, the panel shall settle on an appropriate enforcement action consistent with §8.2 these Amended and Restated Bylaws. The President then has three (3) days to advise the Owner of the panel's final decision, to include a final grace period, if any, for rectifying the violation of the Association's Governing Documents.
- e. If an Owner fails to successfully appeal or overturn a notice of violation, the Association may recoup any administrative and/or legal costs, including interest, that are associated with its enforcement actions. Interest shall not be levied against cumulative fines.

#### **8.2. Penalties for Violations.**

In order to correct errant Owner behavior and/or acts, the Board has the authority to impose penalties, fines, and interest against Owners who violate the Association's Governing Documents until the violation or violations have either been rectified or an agreement between the Owner and the Association has been achieved. When establishing a penalty or fine, the Board or the hearing panel shall consider the following factors:

- a. The scope and magnitude of the violation; and/or
- b. Is it a repeat offense, and/or
- c. Consequences to the Community; and/or
- d. Degree of precedent setting; and/or
- e. Advice from the Association's legal counsel.

Pursuant to §4.6 of these Amended and Restated Bylaws, sitting Directors and Officers shall be immediately removed from office if they are more than sixty (60) days delinquent in either paying Association assessments or complying with a Notice of Violation as described in §8.1 of these Amended and Restated Bylaws.

Owners more than sixty (60) days delinquent in either paying Association assessments or fines, or complying with a Notice of Violation as described in §8.1 of these Amended and Restated Bylaws shall be ineligible for Director or Officer elections.

The Board, at their discretion, may also:

- a. Impose daily, weekly, or monthly fines; and/or
- b. Suspend the Member's right to vote at Association Meetings.

While the Executive Board has the authority to impose reasonable fines, the purpose of such acts is to correct errant Owner behavior, and not to serve as a revenue stream for the Association. In that vein, fines should be large enough to motivate a corrective act, but small enough to not be seen as extorting an Owner. Accordingly, fines for Unit Owner violations of the Governing Documents shall range from \$1 per day to \$25 per day, or up to \$500 per incident, assessed at the discretion of an Executive Board majority vote.

### **8.3. Late Fees and Penalty Interest.**

Monthly late fees for delinquent assessments will be charged at the rate of \$10 per month. While late fees and penalty interest shall be charged against Owners in default of their annual assessment, the Association shall not charge late fees or penalty interest against cumulative fines, but interest may be assessed against any administrative or legal costs already incurred and paid for by the Association.

## **Article IX**

### **Miscellaneous**

#### **9.1. Maintenance of Books and Records.**

Members of the Association have the right to inspect the books, records, and papers of the Association during reasonable business hours and under the following restrictions:

##### **9.1.1. Books and Records Authorized for Release.**

Association books and records such as annual budget reports, financial statements, income tax filings, Board meeting minutes (redacting any sensitive or private information), executed contracts, invoices, canceled checks, purchase orders, credit card statements, Governing Documents, and reimbursement requests, shall be subject to inspection by any Member of the Association.

##### **9.1.2. Books and Records Not Authorized for Release.**

The Board of Directors, to the extent that the Board deems reasonable and appropriate, may withhold or redact such books, records, or papers that:

- a. contain sensitive, confidential or privileged information; or
- b. contain information that could reasonably lead to fraud or identity theft; or
- c. compromise another Owner's reasonable expectation to privacy or confidentiality; or
- d. reflect disciplinary actions or assessment collection activities; or
- e. contain information privileged under law.

##### **9.1.3. Other Restrictions.**

- a. While Members may request access or copies to existing and authorized books, records, or papers, Members may not request the Association or its Executive Board to compile information on the Member's behalf if the Association has not previously created such a document before.
- b. Any books, records, or papers authorized for release shall be made available to the requesting Member no later than thirty (30) business days after receipt of the request.
- c. The Association may bill a requesting Member for all costs of copying, mailing, and transmitting authorized documents. The requesting Member shall reimburse the Association before the Association forwards the requested records.

## **9.2. Record Retention Requirements.**

Records of the Association, including but not limited to the following, shall be retained for a period of at least six (6) years:

- Bank statements;
- Calendar Year budget reports;
- Submitted tax forms;
- Receipts, paid invoices, and deposit slips;
- Association newsletters and/or mailbox flyers.

The following records shall be retained indefinitely:

- Board Regular Meeting minutes;
- Association Meeting minutes;
- Original Articles of Incorporation and all Amendments;
- Original Declaration and all Amendments;
- Original Bylaws and all Amendments;
- Association drawings
- Legal settlement agreements;
- Legal deeds and titles;
- Architectural Review Committee (ARC) submission and approval/disapproval documentation;
- Financial audit findings;
- Notice of Violation (NOV) documentation;
- Important business or legal correspondence.

## **9.3. Confidentiality Control.**

Members of the Executive Board have a fiduciary duty to keep privileged, sensitive and personal information confidential. This includes such matters as an owner's financial standing, legal status, disciplinary disposition, or any attorney-client privileged communications, regardless of what media form such information takes, including but not limited to verbal, hard copy, or electronic form.

Board members shall take reasonable care to not release such information, nor shall they use such information for personal gain or as leverage against another Board member or Owner. A Board member who reveals privileged, sensitive, or personal information without the approval of the Board may be acting beyond the extent of their authority, and risk Association discipline or personal liability for their acts or actions, including claims of invasion of privacy, defamation, negligence, and violations of statutes. Subject to the nature of a breach, an offending Board member may even be risking their indemnity and liability insurance coverage.

While the fiduciary duties of a Board Member terminate when their term of office has ended, their duty to protect and preserve confidential information received during their active service continues on indefinitely.

Association records as described in §9.2 of these Amended and Restated Bylaws shall be properly secured and maintained in order to protect personal information. When no longer required, such records shall be properly redacted or destroyed, either by the shredding of all physical record copies, permanently deleting the information from digital files or programs, or redacting the sensitive information from all records.

#### **9.4. Notices.**

Except as otherwise specifically provided herein or required by law, all notices required to be given to any Member, Director, Officer or agent shall be in writing and may in every instance be effectively given by hand delivery to the recipient or their mailbox thereof, by depositing such notice in the mails, postage prepaid, or by sending such notice by prepaid delivery service. Any such notice shall be addressed to such Member, Director, Officer or agent at his or her last known address as shown on the books of the Association. The time of receiving such notice shall be:

- a. the moment the notice is personally or mailbox served;
- b. four (4) days after deposit with the United States Postal Service, if mailed, or actual day or receipt, as evidenced by if by delivery service or one (1) day dispatched, if delivered through the mails or by telegram or mailgram;
- c. the moment after sending an email to the Owner's last known email address that is on file with the Association.

A written waiver of any notice, signed by a Member, Director, Officer, or agent, whether before or after the time of the event for which the notice is to be given, shall be deemed equivalent to the notice required to be given to such Member, Director, Officer or agent. Neither the business nor the purpose of any meeting need be specified in such a waiver.

#### **9.5. Facsimile Signatures.**

Facsimile signatures of an Officer or Officers of the Association may be used whenever and as authorized by the Executive Board.

#### **9.6. Corporate Seal.**

The Executive Board may provide a suitable seal containing the name of the Association. The Secretary shall be in charge of the seal. If and when so directed by the Executive Board, duplicates of the seal may be kept and used by the Treasurer.

#### **9.7. Reliance Upon Books, Reports and Records.**

Each Director, Officer, and committee member, as designated by the Executive Board, shall, in the performance of his or her duties, be fully protected in relying in good faith upon the accounts or other records of the Association, including reports made to the Association by any of its Officers, by an independent certified public accountant, or by an appraiser selected with reasonable care.

#### **9.8. Fiscal Year.**

The fiscal year of the Association shall run from 1 January through 31 December of each calendar year.

#### **9.9. Time Periods.**

Unless specifically called out in the Association's Governing Documents, calendar days shall be used when calculating time periods associated with acts of the Association. The day of starting the act shall be excluded and the day of the end date shall be included.

**9.10. Inflation Rate.**

When required, the Board shall either use two-point-two percent (2.2%) as representative of an annual inflation rate or the actual annual rates as established by the federal government when computing the time-value of any Association monies or insurance thresholds.

## **Article X**

### **Amendments**

#### **10.1. Amendments.**

These Amended and Restated Bylaws may be amended by a vote of a majority of the Directors at a duly noticed meeting of the Executive Board at which a quorum shall be present, or by fifty percent (50%) of all Members of the Association.

IN WITNESS WHEREOF, we, being all of the Directors of the DARTMOUTH GREEN HOMEOWNERS ASSOCIATION, INC., have hereunto set our hands this 14<sup>th</sup> day of August 2023.



Daniel Dibeler  
President  
Dartmouth Green Homeowners Association, Inc.



Justin McCarthy  
Vice President and Secretary  
Dartmouth Green Homeowners Association, Inc.



Brentt Hoover  
Treasurer  
Dartmouth Green Homeowners Association, Inc.

IN WITNESS WHEREOF, this Amended and Restated Bylaws is made as of this day, 14 August 2023.

ATTESTED BY:



Justin McCarthy  
Secretary  
Dartmouth Green Homeowners  
Association, Inc.

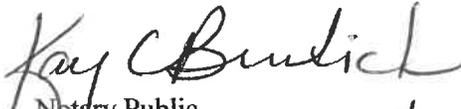


Daniel Dibeler  
President  
Dartmouth Green Homeowners  
Association, Inc.

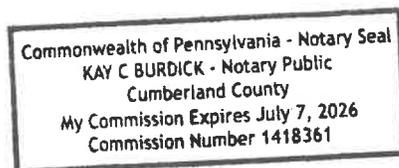
COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF CUMBERLAND

On this, the 14th day of August, 2023, before me, a Notary Public, the undersigned officer, personally appeared Daniel Dibeler, 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: July 7, 2026  
(Seal)



SECRETARY'S CERTIFICATE

I, Justin McCarthy, 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 witnessed a vote, taken by the Dartmouth Green Homeowners Association's Board of Directors, that approved these Amended and Restated Bylaws of the Dartmouth Green Homeowners Association.
3. The Dartmouth Green Homeowners Association Board of Directors is composed of three Directors, all of which voted in favor of approving these Amended and Restated Bylaws of the Dartmouth Green Homeowners Association.

IN WITNESS WHEREOF, I have set my hand as of the 14th day of August 2023.

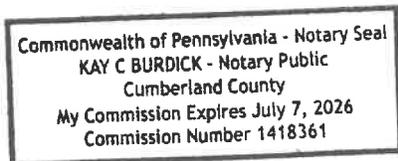
  
Secretary of Dartmouth Green Homeowners Association, Inc.

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF CUMBERLAND

On this, the 14th day of August 2023, before me, a Notary Public, the undersigned officer, personally appeared, Justin McCarthy, who acknowledged himself to be the Secretary of the Dartmouth Green Homeowners Association, Inc., a Pennsylvania nonprofit corporation, and that he, 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: July 7, 2026  
(SEAL)



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



**Instrument Number - 202316552**

**Recorded On 8/30/2023 At 9:24:17 AM**

**\* Total Pages - 26**

**\* Instrument Type - BYLAWS**

**Invoice Number - 402698**

**User ID - KW**

**\* Grantor - DARTMOUTH GREEN HOMEOWNERS ASSOC INC**

**\***

**\* Customer - DARTMOUTH GREEN**

**\* FEES**

STATE WRIT TAX	\$0.50
RECORDING FEES - RECORDER OF DEEDS	\$53.50
PARCEL CERTIFICATION FEES	\$15.00
COUNTY ARCHIVES FEE	\$2.00
ROD ARCHIVES FEE	\$3.00
TOTAL PAID	\$74.00

**Certification Page**

**DO NOT DETACH**

**This page is now part  
of this legal document.**

**Cumberland County UPI Certification  
On August 30, 2023 By JK**

**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.**

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