

# **BY-LAWS OF THE HIGHLANDS OF HAMPDEN CIVIC ASSOCIATION**

## **ARTICLE I**

### **Name and Year**

The name of the Association shall be the Highlands of Hampden Civic Association. Its fiscal year shall be the calendar year.

## **ARTICLE II**

### **Objective and Purpose**

The Association shall be a not-for-profit, nonpartisan and nonsectarian organization. Its purpose shall be to advance, encourage and promote the welfare of the community, social and other interests of the membership. The Association shall solicit and receive funds solely for the accomplishment of these goals.

## **ARTICLE III**

### **Membership**

Section 1: Each family unit which owns a residence in the Highlands of Hampden is entitled to membership in the Association upon payment of dues.

Section 2: Membership in the Association shall terminate whenever a member notifies the Secretary in writing that he/she has resigned from the Association or for non-payment of dues.

Section 3: Membership dues shall be assessed per household. Dues and other charges shall be set annually by the Board of Directors. Membership shall begin on the day that the dues are received by the treasurer and shall end each year on December 31<sup>st</sup>.

Section 4: Each member in good standing shall be entitled to votes which may be carried out by proxy. Members in good standing shall have paid their dues for the current year.

## **ARTICLE IV**

### **Board of Directors**

Section 1: The business and affairs of the Association shall be managed by the Board of Directors which shall consist of seven (7) members who shall be duly elected by majority vote of the members in good standings.

Section 2: Members of the Board of Directors shall serve for a term of one (1) year or until their successors take office. The term of office shall begin on January 1.

Section 3: In the event of a vacancy on the Board of Directors, a replacement may be elected by a majority vote of the Board of Directors and such replacement shall serve for the remaining term that was vacated and shall be eligible for re-election.

Section 4: Any member of the Board of Directors, including officers, can be removed for cause by complaint of any two (2) other Board members after notice and an opportunity to be heard at a regular meeting of the Board. An affirmative vote of three quarters (3/4) of the Board shall be necessary for removal.

## **ARTICLE V**

### **Officers**

Section 1: The Association officers shall be the President, Vice-President, Secretary and Treasurer who shall serve for a term of one (1) year or until their successors take office. The term of office shall begin on the date of the first meeting of the Board of Directors.

The officers shall be selected from the duly elected members of the Board of Directors at the first meeting of the Board. This meeting shall be held as soon as is practical after the annual meeting but, in any case, no later than January 31<sup>st</sup>. The officers shall be selected by a majority vote of the Board after open nominations. The consent of the nominee shall be obtained prior to nomination. In the case of more than two nominees, a run-off vote between the two higher vote recipients shall be held immediately.

Section 2: The President shall preside at all meetings of the membership and the Board of Directors. He/she shall appoint chair-persons for the standing and special committees and shall be an ex-officio member of all

committees except the nominating committee. He/she shall represent the Association and perform any other duties of the office as required or directed by the board.

Section 3: The Vice-President shall assist the President and preside at meeting in his/her absence. He/she shall represent the Association and perform any other duties of the office as required or directed by the board.

Section 4: The Secretary shall record and publish the official minutes of all meetings and proceedings of the Association and shall be responsible for the preparation of all correspondence including all notices of meetings on behalf of the Association. He/she shall represent the association and perform any other duties of the office as required or directed by the board.

Section 5: The Treasurer shall receive and maintain all moneys of the Association, shall keep an accurate record of all receipts and expenditures and shall disburse funds only at the direction of the Board of Directors as required by these by-laws. All checks or drafts shall be executed by the Treasurer and one other Association officer.

Section 6: No Officer, director or member of the Association shall enter into or perform any agreement or contract, written or oral, on behalf of the Association, unless such has been approved or ratified by resolution by the Board of Directors.

## **DECLARATION OF PROTECTIVE COVENANTS, RESERVATIONS AND RESTRICTIONS OF THE HIGHLANDS OF HAMPTON SQUARE**

KNOW ALL MEN BY THESE PRESENTS, that The Highlands of Hampden Square Partnership, a Pennsylvania partnership comprised of two general partners, MRM Associates and PENTAD Enterprises, of Lower Paxton Township, Dauphin County, Pennsylvania, (hereinafter "Declarant"), is the Owner of a certain premises situate in East Pennsboro and Hampden Townships, Cumberland County, Pennsylvania. Declarant does hereby establish the following covenants, reservations and restrictions with respect to such lands, which lands are shown on the plan of The Highlands of Hampden Square, which has been filed of record by Declarant in the Office of the Recorder of Deeds of Cumberland County, Pennsylvania, in Plan Book 53, Page 112 and Plan Book 59, Page 3.

Except as hereinafter provided, said covenants, reservations and restrictions are intended to and shall apply to all of the real estate comprising The Highlands of Hampden Square as shown on said plan; and shall run with the land and be binding on the owners thereof and their grantees and successors in title.

- A. General Purposes of Conditions and Declarations. The real property plotted and laid out into building lots by the aforesaid Plan is subject to the Protective Covenants, Restrictions, Conditions, Reservations, Liens and Charges hereby declared to implement the construction of this residential development, ~~to insure the most appropriate development and improvement of each building site thereof;~~ to protect the owners of building sites against such improper use of surrounding building sites ~~as will depreciate the value of their property;~~ to guard against the erection thereon ~~of poorly designed or poorly proportion structures, structures built of improper or unsuitable materials;~~ ~~to obtain harmonious color schemes;~~ ~~to insure the highest and best development of said property;~~ ~~to encourage and secure the erection of attractive homes thereon, with appropriate elevations and locations thereof on building sites;~~ ~~to prevent haphazard and inharmonious improvement of building sites;~~ to secure and maintain proper setbacks from streets and adequate free spaces between structures; ~~and in general to provide adequately for high type and superior quality of improvements in said property, and~~

thereby to enhance the value of investments made by purchasers of building sites therein.

The Building Committee shall consist of Marion G. Molinari, Sydney Ruble and Jay Highlands. Upon the death or resignation of any member of the Building Committee, the surviving members may appoint any person owning land or an interest therein in the Highlands of Hampden Square to fill the vacancy. The Building Committee shall have the right, power and authority, from time to time hereafter, to alter, change or modify the foregoing Protective Covenants, Reservations and Restrictions in any manner deemed by them to be consistent with the "general Purposes or Conditions and Declarations" herein set forth, by writing duly executed, acknowledged and recorded by said Committee as it shall at the time be constituted; provided that any such alterations, changes or modifications shall not increase the restrictions and limitations upon the use, development and improvement of the land shown on said Plan and theretofore sold and conveyed by the Declarant.

B. Protective Covenants, Restrictions and Reservations.

1. No building shall be erect, placed or altered on any building plot in this subdivision until the building plans, specifications, and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design and color with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation, by the Building Committee. In addition, manufactured modular and pro-constructed homes of any type or kind will not be permitted unless approved by the Building Committee.
2. All lots in The Highlands of Hampden Square, shall be known and described as residential lots. No structure other than a single family detached dwelling solely for residential use and a toolshed as provided in Paragraph 3 of the Declaration, shall be erected or maintained upon any of the lots. No building having an exterior finish other than brick, stone, wood, drivit, stucco, vinyl, or aluminum shall be constructed on any lot unless the Building Committee shall have approved another in writing. In no event shall exterior finishes of concrete block, artificial stone or brick, or asphalt material of any kind be used except for any building above the finished grade of the ground unless faced or covered with the approved materials. The minimum habitable

square footage of each dwelling (excluding basements) shall be 2000 square feet.

3. ~~No trailer, tent, shack, barn or other out-building, except as hereinafter provided, shall be erected or maintained on any kind of this said lots, either temporarily or permanently, and no residence of temporary character shall be erected or permitted on any of said lots.~~ “Above Ground” swimming pools shall not be erected or maintained on any of the said lots, either temporarily or permanently. ~~A shed for the housing of tools incident to the erection of a dwelling house and its auxiliary garage upon a lot may be erected or placed on said lot but shall not remain thereon for a period in excess of six (6) months.~~ Construction must be completed on a dwelling within twelve (12) months of purchase of lot.
4. One private garage to accommodate no more than four (4) automobiles, and not less than two (2) automobiles, may be erected and maintained on any of the said lots, either as an integral part of the dwelling house erected thereon or as a separate garage. If a separate garage is erected or maintained it shall not exceed one (1) story in height, shall conform to the dwelling architecture, and shall not be used for residential purposes and shall not be erected nearer to the front boundary line of the lot than the rear wall of the dwelling house erected and maintained on said lot and shall not be nearer to a side boundary line of the lot than ten (10) feet.
5. Duplicate copies of the aforesaid building plan, specifications, and plot plan shall be supplied by the Building Committee without charge for its permanent records.
6. Unless extended by the Building Committee, the owners of lots, within four (4) months after commencing construction of a structure, shall upon their lots at their expense, install concrete sidewalks along all streets and roads in conformity with the requirements of the township in which the lot is located.
7. The owners of each lot shall at the time of construction of any building thereon, construct a hard surfaced driveway from the surfaced cartway of the street to any garage on the lot.
8. No fence shall be erected unless, and until, approved by the Building Committee.
9. No ground, earth or fill shall be removed from any lot by any successor in title to the said Declarant except as shall be hauled at the expense of the owner of said lot to a place in the Highlands of Hampden Square as designated by the Building Committee.

10. No television or radio aerials or antenna or satellite dishes shall be installed on any lot or on the exterior of any part of any dwelling, garage or other building.
11. No trailers, buses, trucks, boats, campers, or junk motor vehicles may be parked or maintained on any part of or in front of the lot or adjacent to any dwelling unless stored entirely within the garage. A junk motor vehicle shall be taken to mean any motor vehicle that does not have a current Pennsylvania Inspection sticker and for which one cannot be obtained.
12. No sign shall be displayed subsequent to the sale of homes except Realtors' signs, Realtors' open house signs or necessary signs incident to sale or resale of homes. Such signs may not be illuminated.
13. No garbage, refuse, rubbish or cuttings shall be deposited on any Lot, street, sidewalk or parking area. Containers provided by the Lot Owners shall not be placed on any streets, sidewalk, parking area or common area except when necessary for collection and shall regularly be kept in a location on the Lot which is unobtrusive to view from any other portion of the land in The Highlands of Hampden Square, as provided by the rules of the Association.
14. No animals of any kind other than house pet shall be kept or maintained on any part of said property. Dogs and cats may not be kept, bred or maintained for any commercial use or purposes. Each owner shall be responsible for the control of his or her domesticated household pets and shall be responsible for cleaning up after his or her pet.
15. No noxious, unsightly or offensive activity, including vehicle repairs, shall be conducted on the property of a Lot Owner or on the streets, nor shall anything be permitted to be done thereon which may be or may become any annoyance or nuisance to the residents of The Highlands of Hampden Square.
16. Outside water closets shall not be erected or maintained on any of the said Lots after construction has been completed on said Lot.
17. If any of the purchasers of lots or their successors in title shall violate or attempt to violate any of the restrictions or conditions hereinbefore set forth, it shall be lawful for any other person or persons owning any lots or lot on the aforesaid Plan to prosecute any proceeding at law or in equity against the person or person, violating, or attempting to violate, any such restrictions or

conditions either to prevent him or them from so doing, or to recover damages for such violation.

18. The foregoing restrictions and conditions shall run with the tract of land platted and laid out into building lots as shown on the Plan known as The Highlands of Hampden Square and recorded in Plan Book 53, Volume 112 and Plan Book 59, Page 3, in the Office of the Recorder of Deeds of Cumberland County, Pennsylvania, but no other land or the parties hereto unless expressly so declared by them.
19. In the planning of The Highlands of Hampden Square and the ultimate enlargement or extension of The Highlands of Hampden Square, the adequacy of light, air streets and ground surrounding the dwelling, as well as noise, density of population have been considered. Accordingly, the occupancy of any single family detached dwelling shall be limited to one family living and cooking together as a single housekeeping unit.
20. The invalidation of any one of the foregoing restrictions or conditions by a Court shall in no way affect any of the provisions herein which shall be and remain in full force and effect.

WITNESS:

Debbie M. Jester

L. Jay Highlands

Karen Lizzie

Henry J. Patterson

THE HIGHLANDS OF HAMPDEN  
SQUARE PARTNERSHIP

By: Marion G. Molinari  
Marion G. Molinari, General  
Partner of MRM Associates

H. Kenneth Myhre  
H. Kenneth Myhre, General  
Partner of MRM Associates

Sydney J. Ruble  
Sydney J. Ruble, General  
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