

BELLEVUE PARK

Welcome to the website for the Bellevue Park neighborhood of Harrisburg, PA

HOME NEWS ABOUT **BELLEVUE PARK LIFE** RESIDENT INFORMATION
BELLEVUE PARK ASSOCIATION

BELLEVUE PARK PROTECTIVE COVENANTS

Bellevue Park is protected by a set of Bylaws and Deed Restrictions. These protective covenants help to preserve the intended beauty of the Park as well as maintain the intrinsic culture of what Bellevue Park has come to represent. The bylaws have evolved through the years to reflect the current needs of the residents and how they shape their community.

BYLAWS

The latest version of the Bellevue Park Bylaws can be found in [this document](#).

DEED RESTRICTIONS

The following Deed restrictions, as originally established by the Union Real Estate Investment Company when Bellevue Park was developed, continue to be incorporated into the deed of each property. These restrictions were, and still are, intended to insure the perpetuation of those qualities originally envisioned by its creators -- a natural, bucolic residential neighborhood.

To have and to hold the said promises with all and singular the appurtenances unto the said grantees, their heirs and assigns, to and for the only proper use and behoof of the said grantees, their heirs and assigns forever; but subject to the following conditions and stipulations:

1. No building or any part thereof, except a porch extension of not exceeding 10 feet, shall be constructed or erected on said premises, at a distance less than 30 feet from the line of the road.
2. No dwelling of one and one-half stories or less in height shall be erected or constructed on the premises herein granted and conveyed at a less cost, when finally completed, than \$3,000.00; no dwelling of two stories or more in height shall be erected or constructed on the premises herein granted and conveyed at a less cost, when finally completed, than \$4,000.00.
3. Only single dwelling houses may be erected on said premises.
4. No building shall be erected upon said premises at a less distance from the adjoining property owner than five feet.
5. The main dwelling house shall be constructed before any other building may be erected upon said premises.
6. No outside water closets shall be erected upon said premises, but all such closets shall be attached to and made part of the house, and no cesspools of any such nature shall be allowed.
7. No hotel, tavern, drinking saloon, or club house, in which intoxicating liquors shall be sold, nor manufacturing plant, blacksmith, carpenter or wheelwright shop, mill, tannery, slaughter house, skin dressing establishment, livery stable, public garage; no glue, soap, candle or starch manufactory or other buildings to occupied for a dangerous or offensive purpose, for any use in any manner objectionable in a resident community shall be built or suffered to be built or maintained upon said premises and no other business of any kind whatsoever shall be permitted without the consent of the Bellevue Park Association, its successors or assigns. It being understood, however, that the erection of a private garage or such other buildings as usually appertain to a private dwelling is permitted.
8. No billboards shall be erected upon said premises, nor shall there be any signs displayed not relating to business actually conducted on the premises, in which case such signs shall be restricted to the designated building lines, and shall not exceed in size a total of ten square feet.
9. An excessive amount of black smoke shall be carried underground from the chimney, or stack upon said premises.

10. All electric light, telephone and telegraph wires shall be carried underground from the nearest manhole connection with the mains to the point of entrance at the owner's cellar, at the cost of the owner.
11. No solid board, paling or other unsightly fences shall be erected.
12. For the purpose of providing and taking care of trees, shrubbery and grass in front of private lot lines, and for removing snow from the street sidewalks of private lots, and for the general and like care of public lots and park reservations within the limits of Bellevue Park, the premises hereby conveyed shall be subjected to any pay rate per annum; said payment to be made quarterly to the Treasurer of Bellevue Park Association or of its successors or assigns, until such time as the administering of the above named duties shall be assumed by the City of Harrisburg.
13. Plans of buildings to be erected shall first be submitted to the Bellevue Park Association, its successors or assigns, for approval.
14. No trees on said premises shall be removed without the consent of the Bellevue Park Association, its successors or assigns.

RESIDENT RESPONSIBILITIES

Residents are responsible for the maintenance of their property, including the following:

- Mowing grass
- Pruning trees and shrubs
- Clearing walks of overgrown shrubs, snow and debris
- Raking leaves to the curb for collection by the city in the fall
- Maintaining street trees planted between the sidewalk and the street. These trees are the responsibility of the homeowner.

As part of the City of Harrisburg, all building codes and property ordinances apply to the entire Park.

TRASH AND RECYCLING

RECYCLING and TRASH DISPOSAL in HARRISBURG: A Resident's Guide

RECYCLE IT!

Please place the following items in your City recycling bin for collection:

PAPER

- Newspaper, magazines, phone books
- Office paper (copier paper, ordinary envelopes, notebook paper, colors welcome) Paper clips, staples, rubber bands, do not need to be removed.
- Junk mail
- Cartons (milk cartons and juice boxes-no straws, please)
- Paperback books
- Paper bags

GLASS NO LONGER ACCEPTED

- As of March 2015: Glass bottles and jars are no longer welcome with recycling, except in bulk quantities; please place them in the trash.
- Glass, unfortunately, has become more of a contaminant in our recycling stream and the city will receive more revenue for the other recyclables if we can reduce the amount of glass in the stream. Bottles and jars may be recycled at Dauphin County's drop-off sites (1.) at the Cameron Street entrance to the Harrisburg Incinerator or (2.) the Historic Shopping Plaza. Please take advantage

• Cereal and food boxes and other brown paper (remove all plastic packaging)
• Please put all loose or shredded paper into clear plastic bags or paper grocery bags

CORRUGATED BOXES

- Avoid food-stained or wax-coated boxes
- Flatten all boxes, get rid of all packaging materials from inside unless it is made of paper
- Please stack it neatly at the curbside; please tie it up if possible

PLASTIC (containers labeled 1 through 7)

- **Bottles:** water, juice, soda, milk, ketchup, mustard, shampoo, detergent – **please remove caps!**
- **Tubs:** Yogurt, cottage cheese, margarine
- **Rinse it please** - to prevent odors and pests

ALUMINUM and STEEL Containers

- Empty and rinse, please
- Tin cans and food containers, soda cans, **EMPTY** aerosol spray bottles
- Empty paint cans (if you can't use up the old paint, fill the can with kitty litter, let it dry, then put the litter in the trash and recycle the can)

>TRASH<

Please put these in your City trash bin, and keep them out of the recycling bin:

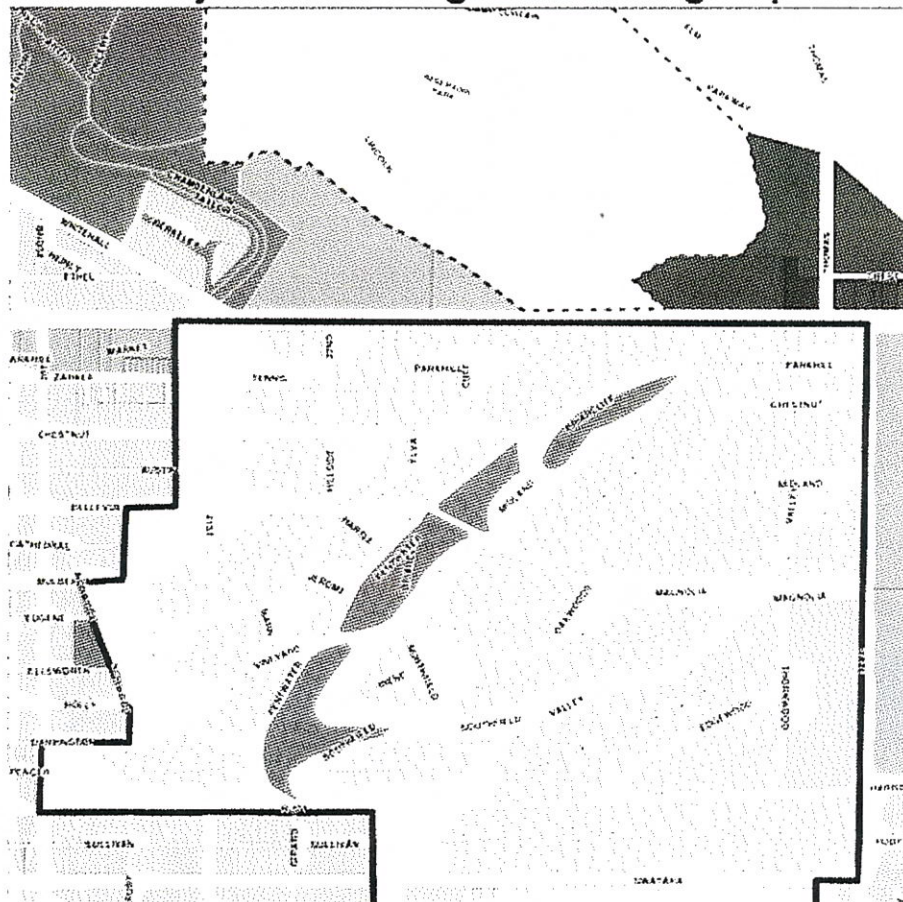
- **Glass of all kinds**—bottles, jars, glasses, windows, mirrors, and ceramics
- **Food**
- **Food-soiled paper and plastic**
- **Shipping or padded envelopes**
- **Plastic food wrappers**
- **Plastic packaging of any type**
- **Wet papers or cardboard**
- **Wax-coated cardboard**
- **Used paper towels or tissues**
- **Aluminum foil**
- **Plastic tableware (knives, forks, etc.)**
- **Light bulbs & Christmas lights**
- **Plastic Bags (including grocery bags)** these can go in the trash, but every area grocery store has a bin to recycle plastic bags and dry-cleaning covers
- **Hoses**

For more details on recycling and waste disposal, please visit the Harrisburg website, www.harrisburgpa.gov and find Recycling under "Select a Service".

CITY ZONING

Bellevue Park is zoned as residential as per the Harrisburg city zoning plan. In the below proposed map, there were no real changes to the existing zoning.

City of Harrisburg Draft Zoning Map



**BYLAWS OF THE
BELLEVUE PARK ASSOCIATION
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(Adopted June 2014)**

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Note: This Table of Contents is intended for informational purposes only and is not a part of the Bylaws.

**BYLAWS OF THE
BELLEVUE PARK ASSOCIATION
(Revised and Adopted June 2014))**

ARTICLE I - OFFICES

1. The registered office of the Bellevue Park Association (hereinafter referred to as the Association) shall be at the Community Building, 143 Briarcliff Road, Harrisburg, Pennsylvania.
2. The Association may also have offices at such other places as the Board of Directors may from time to time appoint or the business of the Association may require.

ARTICLE II – SEAL

1. The Corporate Seal shall be circular in form and shall have inscribed thereon the words "Bellevue Park Association, Incorporated June 1914" and the words "Corporate Seal, Pennsylvania."

ARTICLE III – MEMBERS

1. All owners of lots in the plot or area known as Bellevue Park, whether holding under deeds or contracts of sale, shall be Members in the Association. Such lot owners as have met their contribution obligations to the Maintenance Fund, as hereinafter discussed, as of the immediate prior year shall by virtue thereof be entitled to all benefits and privileges hereinafter designated for the Members in the Association for the current year. The transfer of a lot owner's interest in any lot or lots in said Bellevue Park, whether by deed or agreement of sale, shall terminate his or her membership in the Association, unless he or she shall continue to own some other lot or lots within Bellevue Park.
2. Each Member of this Association qualified shall be entitled at its meetings to vote.
3. Where more than one party is named on a deed or agreement of sale to a property in Bellevue Park and Maintenance Fund contributions have been properly paid as set forth in paragraph one hereof, the parties shall be jointly deemed to be a single Member in the Association thereby entitled to cast a single vote per household. Where a party or parties own more than a single property in Bellevue Park said party or parties shall be entitled to cast total votes equal to total properties held. Provided, however, that a party or parties who is or are in arrears with regard to Maintenance Fund payments on one of the properties held, no votes shall be cast nor shall such party or parties be deemed to have the benefits and privileges of membership of the Association until Maintenance Fund payments have been fully paid with regard to all properties owned.
4. (Reserved)
5. There is also a class of membership in the Association known as Associate Membership. Owners of property contiguous to streets bordering Bellevue Park property are permitted to become and continue as Associate Members of the Association upon the payment annually of a fee to be fixed by the Board of Directors. In no case shall this fee be less than thirty-seven and 50/100 (\$37.50) dollars annually. Associate Members may also be charged a special assessment. Associate Members shall have no vote at any membership meeting nor can Associate Members serve on the Board of Directors. However, Associate Members shall be permitted to attend any membership meetings, serve on committees and otherwise enjoy the benefits of membership in the Association and Association social gatherings.

ARTICLE IV - MEMBERS' MEETINGS

1. Meetings of the Members shall be held at the office of the Association at the Community Building, 143 Briarcliff Road, Harrisburg, Pennsylvania 17104, or at such other place or places, either within or without the Commonwealth of Pennsylvania, as may from time to time be selected by the Board.

2. The annual meeting of the Members shall be held on the second Monday of June at 7:30 o'clock local time in the evening when they shall elect a Board of Directors and transact such other business as may properly be brought before the meeting. Written notice of the meeting shall be given to each Member at least seven (7) days prior to the meeting by First Class Mail sent to the address of the Member as contained in the books of the Association. If the annual meeting shall not be called and held during any calendar year, any Member may call such meeting at any time thereafter. In the event the annual meeting cannot be held on the second Monday of June at 7:30 o'clock in the evening, written notice of such fact containing the changed date, time and place for the annual meeting, which shall in no event be more than fourteen (14) days following the regular date, shall be sent by First Class Mail to all Members at least seven (7) days prior to the regular meeting date.

3. At any time in the interval between regular meetings special meetings of the Members may be called by the President or by a majority of the Board of Directors or Members entitled to cast at least one-fifth (1/5) of the total votes all Members would be entitled to cast at the particular meeting, upon five (5) days written notice to the Members stating the place, date and hour of the such meeting and the business proposed to be transacted thereat; no business shall be transacted at such meeting and the business proposed to be transacted thereat; no business shall be transacted at such meeting except as specifically set forth in the notice; provided that a majority of the Members present at such meeting may consent to entertain and consider other matters.

4. The presence, in person or by proxy, of Members entitled to cast at least twenty (20%) percent of the votes which all Members are entitled to cast on the particular matter shall constitute a quorum for the purpose of considering such matter, provided that a minimum of seven (7) Members must be present in person, and, unless otherwise provided by statute, at a duly organized meeting, of the Members present, in person or by proxy, entitled to cast at least a majority of the votes which all Members present are entitled to cast shall be the acts of the membership. The Members present at a duly organized meeting can continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum. Adjournment or adjournments of any annual or special meeting may be taken, but any meeting at which Directors are to be elected shall be adjourned only from day to day, or for such longer periods not exceeding fifteen (15) days each, as may be directed by Members who are present in person or by proxy and who are entitled to cast at least a majority of the votes which all such Members would be entitled to cast at an election of Directors until such Directors have been elected. If a meeting cannot be organized because a quorum has not attended, those present may, except as otherwise provided by statute, adjourn the meeting to such time and place as they may determine. In such event those who attend the second of such adjourned meetings, although less than a quorum, shall nevertheless constitute a quorum for the purpose of electing Directors or conducting other business.

5. Every Member entitled to vote at a meeting of Members, or to express consent or dissent to corporate action in writing without a meeting may authorize another person or persons to act for him or her by proxy. Every proxy shall be executed in writing by the Member, or by his or her duly authorized attorney in fact, and filed with the Secretary of the Association. A proxy, unless coupled with an interest, shall be revocable at will, notwithstanding any other agreement or any provision in the proxy to the contrary, but the revocation of a proxy shall not be effective until notice thereof has been given to the Secretary of the Association. No unrevoked proxy shall be valid after two (2) months from the date of its execution. A proxy shall not be revoked by the death or incapacity of the maker unless before the vote is counted or the authority is exercised, written notice of such death or incapacity is given to the Secretary of the Association.

A Member shall not sell his or her vote or execute a proxy to any person for any sum of money or anything of value. Elections of directors need not be by ballot, except upon demand made by a Member at the election and before the voting begins.

6. In advance of any meeting of Members, the Board of Directors may appoint judges of election, who need not be Members, to act at such meeting or any adjournment thereof. If judges of election be not so appointed, the chairman of any such meeting may, and on the request of any member or his/her proxy shall, make such appointment at the meeting. The number of judges shall be one or three. If appointed at a meeting on the request of one or more Members or proxies, the majority of Members present and entitled to vote shall determine whether one or three judges are to be appointed. On request of the chairman of the meeting, or of any Member or his/her proxy, the judges shall make a report in writing of any challenge or question or matter determined by them, and execute a certificate of any fact found by them. No person who is a candidate for office shall act as a judge.

7. The Officer or agent having charge of the membership books shall make at least five (5) days before each meeting of Members, a complete list of the qualified Members entitled to vote at the meeting, arranged in alphabetical order, with the address of and the number of votes of each, which list shall be made available to any Member upon request for inspection. Such list shall also be produced and kept open at the time and place of the meeting, and shall be subject to the inspection of any Member during the whole time of the meeting. The original membership book, or a duplicate thereof kept in this Commonwealth, shall be prima facie evidence as to who are the Members entitled to examine such list or share ledger or transfer book, or to vote in person or by proxy, at any meeting of Members.

8. Included with the notice to Members of the next annual meeting shall be a proposed budget for the current fiscal year. The proposed budget shall be sufficiently detailed so as to list by specific item each expected expenditure of Five Hundred Dollars (\$500.00) or more. The membership at the annual membership meeting shall thereupon approve a budget for the current fiscal year.

9. During the fiscal year the Treasurer shall maintain accurate records of expenditures for each budgeted item. In the event the expenditure for any budgeted item exceeds by Five-Hundred Dollars (\$500.00) the amount budgeted for that item no further expenditures for that item shall be incurred without approval by two-thirds (2/3) of the Board of Directors.

10. Further, the Board of Directors is not empowered to expend any total sum in excess of Five-Hundred Dollars (\$500.00) for any item that is not included on the budget without requesting and obtaining the approval of a majority of the Members present at a special membership meeting except in cases of emergency as determined by a vote of two-thirds (2/3) by the Board of Directors.

ARTICLE V - ADDITIONAL RIGHTS OF MEMBERS

1. Members and Associate Members shall be permitted to rent the Association Community Building and grounds surrounding the building owned by the Association upon the terms and conditions as set forth by the Board provided that the rental charged shall be a lesser amount than the rental charged to the general public for use of the Association Community Building.

2. By majority vote of those Members present at a regular or special meeting of the Membership, in person or by proxy, any member of the Board of Directors of the Association may be removed.

ARTICLE VI – DIRECTORS

1. The property, business and affairs of the Association shall be managed by a Board of Eleven (11) Directors, who shall be Members of the Association. They shall hold office for the term of three (3) years, or until their successors are elected and qualified. The Board shall have all the powers of an executive board under Section 5303(a) of the Uniform Planned Community Act of Pennsylvania, 68 Pa.C.S. § 5303(a).

2. If the office of any Director becomes vacant, the remaining Directors, by a majority vote, shall elect a successor who shall hold office for the remainder of the term of the replaced Director. Following a vacancy the Board shall fill the vacancy within two (2) months after the vacancy becomes known.

3. The Board of Directors shall meet for organization and for the election of Officers within ten (10) days after the annual meeting of the Members, and other regular meetings of the Board shall be held monthly, on the second Tuesday of each month or at such other time as agreed to by a majority of the Board of Directors at least five (5) days prior to the regularly scheduled meeting date. Written or oral notice of all regular meetings of the Board of Directors shall be mailed to or given personally to each Director at least two days prior to the meeting.

4. Special meetings of the Board of Directors may be called by the President or by any two (2) Directors, by written notice served personally upon each Director, sent electronically or mailed to his address, at least three (3) days prior to the meeting. Any business of the Association can be conducted at special meetings.

5. Regular and special meetings of the Board of Directors shall be held at such places or in such manner as the Board may determine.

6. A majority of the Board of Directors shall constitute a quorum for the transaction of business.

7. The Secretary shall prepare an annual report of the affairs of the Association to be submitted by the President, at the annual meeting of the Members of the Association.
8. Except for the Secretary and Treasurer, the Directors shall receive no compensation for their services and reimbursement of expenses incurred shall be made only upon approval by a majority of the Members of the Board of Directors.
9. Meetings of the Board of Directors shall be open to the general membership.
10. The terms of Directors shall be set up in such a manner that four (4), four (4) and three (3) Directors are elected in successive annual membership meetings.
11. Where any Director fails to attend three (3) successive meetings, he shall be immediately removed from the Board of Directors, except in the case of good cause that is accepted by a majority of the Board of Directors.
12. The Board of Directors shall be precluded from entering into any contract on behalf of the Association, without prior specific approval of the Association where the contract exceeds by more than Five Hundred Dollars (\$500.00) the amount budgeted for the expenditure.
13. The Board of Directors shall have the power to address any failure to comply with these Bylaws and the Covenants. The Board of Directors may issue demands for curative action, remedial repairs or replacements and may, after notice and an opportunity to be heard, levy reasonable fines for violations of the Covenants or these Bylaws, pursuant to Section 5302(a)(11) of the Planned Community Act of Pennsylvania, 68 Pa.C.S. §5302(a)(11).

ARTICLE VII - OFFICERS

1. The Officers of the Association shall consist of a President and Vice-President, both of whom shall be members of the Board of Directors, a Treasurer and a Secretary. The Treasurer and Secretary do not have to be members of the Board. Said Officers shall hold office for one (1) year until their successors are elected or until removed from office by majority vote of the Board of Directors. The said Officers shall be elected by a majority vote of the Board of Directors at the first regular meeting of the Board following the annual membership meeting. Any two offices, not including that of President, may at the discretion of the Board of Directors be held by the same person. The President shall be eligible to serve not more than two (2) successive terms of one (1) year each.
2. A vacancy in any office shall be filled by a majority vote of the Board.
3. The President shall preside at all meetings of the Board of Directors or of Members, and shall have general and active management of the Officers of the Association. He or she shall sign all instruments in writing that the Association may from time to time cause to be drawn up, and also all certificates of membership or voting interests. Provided, however, that the President is not empowered to enter into any contract, oral or written, has been considered and approved by a majority of the Board of Directors at a meeting of the Board of Directors.
4. The Vice-President shall be vested with all the powers and required to perform all the duties of the President in his/her absence.
5. The Treasurer shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association and shall deposit all moneys and other valuable effects in the name and to the credit of the Association in such depository as shall be directed by the Board of Directors. The Treasurer shall disburse the funds of the Association as may be ordered by the Board, taking proper vouchers for such disbursements, and shall render to the President and the Directors at the regular meetings of the Board, or whenever they may require it, an account of all his/her transactions as Treasurer and of the financial condition of the Association. The Treasurer may be required to furnish a bond in such amount and with such surety or sureties as the Board shall approve. The cost of such bond shall be paid for by the Association. The Treasurer shall be responsible for issuing resale certificates for sale or transfer of property as required under §5407 of the Pennsylvania Planned Community Act.

6. The Secretary shall record all the votes and proceedings of the Members and of the Board of Directors in a book kept for that purpose. Certificates of stock or of voting interests, if issued, when signed by the President or Vice-President shall be counter-signed by the Secretary. The Treasurer shall keep an accurate record of the membership of the Association, and of the issuance of certificates of membership or voting interests. He/she shall sign, with the President or Vice-President, all instruments in writing which the Association may from time to time cause to be drawn. He/she shall have charge of the Association's seal and affix it to all instruments requiring such seal. He/she shall perform such other duties as pertain to his/her office or as the President or the Board of Directors may require.

7. Except for the Secretary and Treasurer whose compensation shall be paid monthly at a rate set by the Board, Officers shall receive no compensation for services rendered.

ARTICLE VIII - FINANCES, LIMITATIONS OF LIABILITY, INDEMNIFICATION AND INSURANCE

1. All promissory notes of the Association shall be signed by the President and countersigned by the Treasurer. Checks may be signed or countersigned by the Vice-President in the absence or disability of the President or Treasurer. In all events promissory notes of the Association must be signed by two of these three officers.

2. A Director of this Association shall not be personally liable for monetary damages as such for any action taken, or any failure to take action, unless the Director has breached or failed to perform the duties of his or her office under Section 8363 of the Pennsylvania Directors' Liability Act (relating to standard of care and justifiable reliance) as amended from time to time, or any successor provision, and the breach of failure constitutes self-dealing, willful misconduct or recklessness. This provision shall not apply to the responsibility or liability of a Director pursuant to any criminal statute or the liability of a Director for payment of taxes pursuant to local, state or federal law.

3. The Association shall indemnify any Officer or Director (or employee or agent designated by majority vote of the Board of Directors to the extent provided in such vote) who was or is a party or is threatened to be made party to any threatened, pending or completed action, suit or proceedings, whether civil, criminal, administrative or investigative (including action by or in the right of the Association) by reason of the fact that he or she is or was a Director or Officer (or employee or agent) of the Association against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding. Officers and Directors of any subsidiary of the Association shall be deemed to be persons acting as an Officer or Director of another corporation at the request of the Association. Indemnification pursuant to this Section shall not be made in any case where the act or failure to act giving rise to the claim for indemnification is determined by a court to have constituted willful misconduct or recklessness. Expenses incurred by an Officer or Director (or employee or agent) purportedly indemnified by this Section in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the Association. The indemnification and advancement of expenses provided by, or granted pursuant to Section 3 of this article, shall continue as to a person who has ceased to be a Director or Officer (or employee or agent) of the Association and shall inure to the benefit of the heirs, executors and administrators of such person.

4. The Board of Directors may authorize, by vote of a majority of the whole Board of Directors, the Association to purchase and maintain insurance on behalf of any person who is or was a Director or Officer (or employee or agent) of the Association, or is or was serving at the request of the Association as a Director or Officer (or employee or agent) of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the Association would have the power to indemnify him or her against such liability under the provisions of the Article VIII. Furthermore, the Association may create a fund of any nature, that may, but need not be, under the control of a Director, or otherwise secure or insure in any manner its indemnification obligations referred to in Section 3 of this Article.

ARTICLE IX - MAINTENANCE FUND

1. The monies required to carry out the functions of this Association shall be obtained from the following sources:

a. Annual assessments of members to the Association in accordance with the terms and conditions of Bellevue Park deeds multiplied by three.

b. Annual contributions of Associate Members to the Association. The amount shall be determined annually by vote of the membership at the annual meeting. However, in the event no vote is taken regarding this matter at a particular annual meeting then the contribution of Associate Members shall be the same as it had been for the immediate prior year.

c. Net income obtained from rental of the Association Community Building and adjacent grounds.

d. Net investment income.

e. Miscellaneous income and estimated year-end carry-over balance.

f. Additional assessments imposed upon Members of the Association pursuant to the following procedure:

(i.) Following approval by a majority of the Members of the Bellevue Park Association Board of Directors at a regular or special meeting, a proposed additional assessment may be presented to the Members of Bellevue Park. The additional assessment shall be in a specific dollar amount and the total additional assessment shall be divided equally among and billed to all Bellevue Park Association Members. The additional assessment must be approved by a majority of the Members of Bellevue Park Association present in person or by proxy at the regular or special meeting with a minimum of twenty-five (25) Members of the Association present in person at the regular or special meeting of the Association at which the vote is taken on the additional assessment.

(ii.) An additional assessment proposal may be presented at any regular or special meeting of the Members of the Association at which the vote is taken on the additional assessment.

(iii.) Following proper approval of an additional assessment by the Bellevue Park Association Members, the Treasurer of the Association shall bill all Members for the additional assessment within two weeks following approval. Additional assessments that are unpaid for more than sixty (60) days following the date of approval of the additional assessment by the Bellevue Park Association Members shall be deemed to be delinquent and shall be subject to a penalty of twelve (12%) percent per year until paid, calculated from the date of approval of the additional assessment. Additional assessments shall constitute a contractual obligation between the Member and the Association. Unless otherwise specified, an additional assessment is a one-time assessment. Additional assessments shall not be subject to any payment discounts.

2. It is agreed by all Members in Bellevue Park that the annual assessment shall constitute a contractual obligation between the Member and the Association.

3. Bellevue Park assessments are due and payable within sixty (60) days after the date on which any discount period set by the Board of Directors expires. Assessments not received by the Treasurer of the Association within said sixty (60) day period shall be subject to a penalty from June 1 of the fiscal year to which the assessment applies at an annual rate of twelve (12%) percent. The penalty shall be due and collectible in the same manner as the assessments.

4. At any meeting of the Board of Directors held prior to the date on which assessment bills are mailed, the Board by majority vote may, in its discretion, set discount periods not to exceed one hundred and twenty (120) days and discount periods and rates prior to the mailing of assessments in any fiscal year. If no such actions are taken by the Board, the previously determined discount rates and periods shall continue in effect.

5. Where the Association deems it necessary to bring legal action to recover an unpaid assessment against a Bellevue Park Member and it is subsequently determined that the assessment was properly collectible, the Bellevue Park Member shall be obligated to reimburse the Association for its reasonably incurred legal fees, court costs and expenses related to such legal action. These legal fees, court costs and expenses shall be recoverable in the same manner as the assessments.

ARTICLE X - FISCAL YEAR

The fiscal year of the Association shall commence on the first (1st) day of June in each year, and end on the following thirty-first (31st) day of May.

ARTICLE XI - CERTIFICATES OF MEMBERSHIP

1. Certificates of membership may be issued and signed by the President and the Secretary and sealed with the seal of the Association, and shall indicate therein the number of votes that the holder thereof shall be entitled to execute at meetings of Members of the Association. Each Member shall be entitled to but one certificate.

2. The Secretary shall keep a record of all membership certificates issued and shall cancel the certificates of such person as may, at any time, cease to be entitled to membership under the provisions of these Bylaws. In the event membership certificates are not issued, accurate membership records shall in any event be maintained by the Secretary.
3. In case any certificate of membership is lost, mutilated or destroyed, the Board of Directors may authorize the issuance of a new certificate in place thereof, upon such terms and conditions as they may deem advisable.

ARTICLE XII - CORPORATE RECORDS

1. There shall be kept at the registered office or principal place of business of the Association an original or duplicate record of the proceedings of the Members and of the Directors, and the original or a copy of its Bylaws, including all amendments or alterations thereto to date, certified by the Secretary of the Association. An original or duplicate membership register shall be kept at the registered office or principal place of business or at the office of a transfer agent or registrar, giving the names of the Members, their respective addresses and the number of membership votes held by each.
2. Every Member shall, upon a statement as to the purpose thereof, have a right to examine, in person or by an agency or attorney, during the usual hours for business for any proper purpose, the membership register, books or records of account, and records of the proceedings of the Members and Directors, and make copies or extracts therefrom. A proper purpose shall mean a purpose reasonably related to such person's interest as a Member. In every instance where an attorney or other agent shall be the person who seeks the right to inspection, a demand under oath stating the purpose of inspection shall be required and shall be accomplished by a power of attorney or such other writing that authorizes the attorney or other agent to so act on behalf of the Member. The demand under oath shall be directed to the corporation at its registered office in this Commonwealth or at its principal place of business.

ARTICLE XIII - AMENDMENT TO BYLAWS

These Bylaws may be altered, amended or added to by Members of the Association at any regular or special meeting by a majority of all Members present in person or by proxy, provided a copy of the proposed amendment shall be mailed to each Member of record at least seven (7) days prior to the meeting at which the same is to be acted upon.

ARTICLE XIV - COMMITTEES AND SPECIAL OFFICERS

A. General. Unless otherwise stated, the following shall apply to all Committees under this article:

1. All Committee members with the exception of Standing Committee Members shall be selected by the Association President to serve for a term of one (1) year.
2. The President shall be empowered with or without cause to remove a Committee Member.
3. In the event a Committee Member is removed or resigns the Association President may select a replacement to fulfill the unexpired portion of the replaced member's term.
4. Committee Chairpersons shall be appointed by the Association President.
5. Each Committee shall meet at least four (4) times annually unless the Committee has no business to consider or insufficient business to justify four (4) meetings during the year.
6. The Committee Chairpersons shall report the business conducted at their meetings to the Board of Directors.
7. Except for the Architectural Review Committee, no individual shall serve on the same Committee for more than three (3) successive terms of one (1) year.
8. All Committee actions shall be by vote of the majority of the Members thereof.
9. Minutes of Committee meetings shall be submitted to the Board Secretary for inclusion with Board minutes.

10. No Committee or Committee Member shall be empowered to enter into a contract (oral or written) on behalf of the Association where the total amount thereof exceeds Five Hundred Dollars (\$500.00) without prior approval by the Board of Directors. This provision of the Bylaws is also applicable to members of Bellevue Park. Any individual who violates the foregoing shall be personally liable to the Association for any liability arising from a contract improperly created.

11. All Committee Members must be residents of Bellevue Park or an Associate Member.

12. At least one Member of the Board of Directors of the Association shall serve on each Committee.

13. No Committee shall knowingly spend any Association funds for an item not contained in the budget approved by the Association at the annual meeting.

14. No Committee shall employ counsel or enter into a written or oral contract without Board approval.

15. Any Committee Member who knowingly violates any Bylaw shall be subject to individual liability for any damages resulting to the Association.

16. The following list of Committees represents only the Standing Committees of the Association. Additional Committees may be created by the Association President as he shall deem necessary. Such Committees shall not survive from year to year unless reconstituted by succeeding Association Presidents or these Bylaws are appropriately amended.

The following Committees shall perform the services indicated in the manner prescribed hereafter set forth when called upon to perform such services by the President:

A. Architectural Review Committee

1. This Committee shall consist of four (4) Members of the Association whose principal responsibility shall be to review and preliminarily approve or reject any proposed construction, reconstruction or demolition on a Bellevue Park property.

2. In accordance with the restrictions contained on all deeds to Bellevue Park properties, the design of a proposed new building, external alterations to an existing building, addition to an existing building or removal of all or part of an existing building must be submitted to the Architectural Review Committee in readily understandable and legible form. If additional details are necessary by the Architectural Review Committee, such details shall be provided upon the request of the Committee.

At a minimum, documents submitted to the Architectural Review Committee must contain the following details:

- a. Type of construction
- b. Cost of construction
- c. Square footage of new living space
- d. Distances of new structures or additions from roads, property borders and other structures
- e. Sketch of the proposed exterior appearance of new structures and/or additions
- f. Sketch or photograph depicting any trees to be removed, changes in topography and changes in drainage

The Architectural Review Committee shall approve all requests for business signs within the Park. All signs must be in accordance with the restrictions contained on all deeds to Bellevue Park properties, which provide that any business sign shall be restricted to the designated building lines and shall not exceed in size a total of ten (10) square feet. Such sign shall be mounted to the façade of the property.

3. If the plans for construction, alteration or removal of a structure are approved by a majority of the Architectural Review Committee at a regular meeting of the Members of the Committee, the plans shall then be submitted to the Board of Directors of Bellevue Park Association for approval or rejection by a majority of the Members of said body at a duly authorized meeting. Construction, alterations or removal of a structure or part thereof cannot be commenced until the owner of the involved property has received properly authorized notice in writing that the proposed construction, alteration or removal has been approved as aforesaid.

4. In making its determination, the Architectural Review Committee and the Board of Directors may request, in addition to documents specifically required pursuant to item 3 hereof, any other documents deemed necessary in rendering their determination in the matter. A determination shall be rendered by the Board of Directors within three (3) additional months.

5. (Reserved)

6. Renovations or alterations to the Association Community Building and any major alterations to Reservation properties shall be subject to approval by a majority of the Members of the Architectural Review Committee before construction is commenced.

7. The Architectural Review Committee shall meet at least four (4) times during each year and the Committee Chairperson, selected by the President of the Association, shall report to the Board of Directors the business that was conducted at the Committee meetings.

C. Constitution and Bylaws Committee

1. This Committee shall consist of a minimum of three (3) members

2. The Committee shall review the Bylaws and propose to the Board of Directors any changes. If changes are approved by a majority of the Members of the Board of Directors, the changes shall then be submitted to the Association membership for approval.

D. Buildings Committee

1. This Committee shall consist of a minimum of five (5) members.

2. The Committee shall be in charge of administering the use and rental as well as the maintenance and repair of the Association Community Building.

3. Where it appears that budgetary limits will be exceeded by more than Five Hundred Dollars (\$500.00) for any maintenance or repair budget item, the Committee shall immediately advise the Board of Directors.

4. Upon consultation with the Treasurer and approval by the Board, this Committee shall employ all personnel necessary to perform the maintenance and repair of the Association Community Building.

E. Social Committee

1. This Committee shall consist of a minimum of four (4) members.

2. The Committee shall arrange, coordinate and control all social functions of the Association.

F. Communications Committee

1. This Committee shall consist of four (4) Members.

2. The Committee shall plan, prepare and have printed a newsletter to be distributed to all Association Members at least quarterly.

3. The Committee shall be responsible for maintaining the content of the Association's Website and updating the information thereon on a timely basis.

4. The Committee shall establish a form of group electronic communication for the use of members of the Association and shall maintain it in accordance with policies of use established by the Board.

G. Grounds Committee

1. This Committee shall consist of a minimum of five (5) Members.
2. The Committee shall be in charge of the maintenance and repair of the Association grounds and ponds, also known as Reservation areas.
3. Where it appears that budgetary limits will be exceeded by more than Five Hundred Dollars (\$500.00) for any maintenance and repair budget item, the Committee shall immediately advise and receive approval of the Board of Directors.
4. Upon consultation with the Treasurer and approval by the Board, this Committee shall employ all personnel necessary to perform the maintenance and repair of the grounds and ponds.
5. Except in cases where a tree has been substantially damaged by natural causes, the Committee shall review requests for removal of trees from the property of a Bellevue Park resident, which shall be submitted to the Committee in accordance with the restrictions contained on all deeds of Bellevue Park properties. A request for removal of a tree shall include a sketch or photograph depicting the trees to be removed. The Committee shall report to the Board for final approval, which shall include the Committee recommendation for approval or disapproval, including any recommendation for revisions to the request.

H. (Reserved)

I. Greeting Committee

1. This committee shall consist of a minimum of two (2) Members. The Chairperson shall be appointed by the Association President.
2. It shall be the responsibility of this Committee to meet with new Bellevue Park residents and to provide them with a copy of the map of Bellevue Park as well as a copy of these Bylaws. At this meeting, the Committee shall also provide information on how to access the Bellevue Park Website to review the covenants for the properties, the assessments, the purposes thereof and the benefits of Association membership.

J. (Reserved)

K. Safety and Security Committee

1. This Committee shall consist of a minimum of three (3) Members. The Chairperson shall be appointed by the Association President.
2. The Committee shall review crime reports from local law enforcement sources and report on criminal activities monthly to the Board and the Bellevue Park Association Members.
3. The Committee will recommend safety and security procedures and educate the community regarding crime prevention.

L. Nominating Committee

The Association President shall appoint a Committee of no less than three (3) persons each year for the sole purpose of recommending a slate of Board Members for the upcoming year. The Nominating Committee shall present its recommended slate of nominees no later than the regularly scheduled April meeting of the Board.

ARTICLE XV - MISCELLANEOUS PROVISIONS

1. Whenever written notice is required to be given to any person, it may be given to such person, either personally or by sending a copy thereof by means of electronic communication, or through the U.S. Postal Service, First Class, charges prepaid, to his/her address appearing on the books of the Association, or supplied by him/her to the Association for the purpose of notice. If the notice is sent by mail, it shall be deemed to have been given to the person entitled thereto when deposited in the United States Mail for transmission to such person. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting of members, the general nature of the business to be transacted.

2. Whenever any written notice is required by statute, or by the Articles or Bylaws of this Association, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Except in the case of a special meeting of Members, neither the business to be transacted nor the purpose of the meeting need be specified in the waiver of notice of such meeting. Attendance of a person, either in person or by proxy, at the meeting shall constitute a waiver of notice of such meeting, except where a person attends a meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called or convened.

3. Except as otherwise provided in the Articles or Bylaws of this Association, any action that may be taken at a meeting of the Members or of a class of Members may be taken without a meeting, if a consent or consents in writing, setting forth the action so taken, shall be signed by all of the Members who would be entitled to vote at a meeting for such purpose and shall be filed with the Secretary of the Association.

ARTICLE XVI – AMENDMENTS

2004.1 Swimming Pools. In-ground pools shall be permitted in accordance with local municipality regulations. All such pools shall be erected at the rear or side of the property and shall not extend beyond the front of the principal dwelling. The design and location of all such pools must be approved by the Architectural Review Committee. Above-ground pools, regardless of size and shape, shall not be permitted on any individual lot, excepting such pools as commonly referred to as “kiddie pools,” which are considered temporary. The size of said pools shall not exceed 8 feet in diameter and 18 inches in depth.

2004.2 Fences. The following fences are permitted: open picket, split rail, or similar open ornamental type constructed of wood, metal, or plastic; provided that these fences shall not exceed 48 inches in height, and must maintain an open, clear space of at least 1 inch minimum between pickets, rails, or slats. All such fences shall be erected at the rear or side of the property and shall not extend beyond the front of the principal dwelling. The design and location of all such fences must be approved by the Architectural Review Committee.