

**BYLAWS OF THE
BELLEVUE PARK ASSOCIATION
Table of Contents
Revised June 2008**

ARTICLE I - OFFICES

1. Community Building
2. Other locations

ARTICLE II - SEAL

1. Described

ARTICLE III - MEMBERS

1. Definition
2. Vote
3. More than one party on deed; Ownership of more than one property
4. Ownership of more than one property
5. Associate membership, annual fee, voting

ARTICLE IV - MEMBERS' MEETINGS

1. Location
2. Date and time of the annual meeting; Written notice
3. Special meetings of membership
4. Quorum
5. Proxies
6. Judges of elections
7. Availability of membership books
8. Proposed budget
9. Record of Expenditures
10. Limitation on expenditures

ARTICLE V - ADDITIONAL RIGHTS OF MEMBERS

1. Use of the Community Building
2. Removal of Board member

ARTICLE VI - DIRECTORS

1. Board membership and terms
2. Vacancy
3. Organizational meeting; Monthly meetings; Notice
4. Special meetings
5. Time and place of regular and special meetings
6. Quorum
7. Annual report
8. Directors' compensation; Reimbursement for services
9. Board meetings open to general membership
10. Term of Directors
11. Failure to attend meetings
12. Contract exceeding \$100 of budgeted amount

ARTICLE VII - OFFICERS

1. President, Vice-President, Treasurer and Secretary; Term limits
2. Filling vacancy
3. Duties and responsibilities of President
4. Duties and responsibilities of Vice-President
5. Duties of Treasurer
6. Duties of Secretary
7. Compensation

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

1. Required signatures
2. Limitation of liability
3. Indemnification
4. Authority to purchase insurance

ARTICLE IX - MAINTENANCE FUND

1. Sources of funds
 - a. Annual assessments of members
 - b. Annual contributions of associate members
 - c. Rental
 - d. Investment income
 - e. Miscellaneous income and estimated carry over
 - f. Additional assessments
 - (i.) Approval
 - (ii.) Assessment proposal
 - (iii.) Delinquent accounts
2. Contractual obligation
3. Penalty for delinquent payment
4. Discount periods
5. Reimbursement for legal fees

ARTICLE X - FISCAL YEAR

Specified

ARTICLE XI - CERTIFICATES OF MEMBERSHIP

1. Authorization to issue
2. Membership records and certificates
3. Lost or destroyed certificates

ARTICLE XII - CORPORATE RECORDS

1. Maintenance
2. Examination of records, books, etc.

ARTICLE XIII - AMENDMENT TO BYLAWS

Method; Notice

ARTICLE XIV - COMMITTEES AND SPECIAL OFFICERS

- A. Architectural Review Committee
 1. Membership and responsibilities
 2. Submission of designs; Minimum requirements
 3. Submission to the Board; Written approval
 4. Authority to require additional information; Time limit for approval
 5. Term Limit
 6. Work on Community Building or properties
 7. Meeting and reporting requirements
- B. Constitution and Bylaws Committee
 1. Membership and term
 2. Duties; Approval of changes
- C. Buildings and Grounds Committee
 1. Membership and term
 2. Duties
 3. Authority to employ necessary personnel
 4. Exceeding budgetary limits
 5. Removal of trees

D. Social Committee

1. Membership
2. Duties

E. Newsletter Committee

1. Membership
2. Duties

F. Audit Committee

1. Membership
2. Duties
3. Report of findings
4. Required action
5. Board membership

G. Standing Committee

1. Membership
2. Term limit
3. Vacancy
4. Responsibilities

H. Greeting Committee

1. Membership
2. Responsibilities

I. General

1. Term limit
2. Removal of members
3. Vacancies
4. Selection of Chairpersons
5. Required meetings
6. Duties of Chairpersons
7. Successive terms
8. Voting
9. Minutes
10. Contracts over \$100
11. Residency requirement
12. Constitution of Committee
13. Expenditure of funds
14. Employment of counsel
15. Damages
16. Creation of additional committees

ARTICLE XV - MISCELLANEOUS PROVISIONS

1. Written notice
2. Waiver of written notice
3. Waiver of requirements of meetings

ARTICLE XVI – AMENDMENTS

- 2004.1 Swimming Pools
- 2004.2 Fences

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
(As amended June 2008)**

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 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 Corporation 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 Corporation. 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 an 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 \$500.00 Dollars 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 \$500.00 Dollars 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 \$500.00 Dollars for any item which 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 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 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.

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, or mailed to his address, at least seven (7) days prior to the meeting. Any business of the Corporation can be conducted at special meetings.

5. Regular and special meetings of the Board of Directors shall be held at such places as the Board may, from time to time, 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 Corporation.

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 which 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 \$100 the amount budgeted for the expenditure.

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, who do not have to be members of the Board and 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 which 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, is 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 Corporation 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. Officer 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, which 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 community house 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 which 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 which 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, 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, costs and expenses related to such legal action. These legal fees, 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 day of June in each year, and end on the following thirty-first 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 which the holder thereof shall be entitled to attend 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 persons 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, which 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

The following committees shall consist of member selected by and to serve at the discretion of the President and shall perform the services indicted 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 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 reflecting any trees to be removed, changes in topography and changes in drainage.

The Architectural Review Committee shall approve all requests for business signs with the Park. All signs must be in accordance with the restricts 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 shall be rendered by the Board of Directors within three (3) additional months.

5. Members of the Architectural Review Committee shall not serve on the Architectural Review Committee for more than three (3) successive one (1) year terms.

6. Renovations or alterations to the Bellevue Park 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 Chairman, selected by the President of the Association, shall report to the Board of Directors the business which was conducted at the Committee meetings.

B. Constitution and Bylaws Committee

1. This Committee shall consist of a minimum three (3) members who shall be appointed by the Association president for a term of one (1) year.

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.

C. Buildings and Grounds Committee

1. This Committee shall consist of a minimum of five (5) members who shall be appointed by the Association president for a term of one (1) year.

2. The committee shall be in charge of the maintenance and repair of the Association grounds, buildings and ponds.

3. Within the budgetary limits as approved by the membership this committee shall employ all personnel necessary to perform the maintenance and repair of the grounds, buildings and ponds.

4. Where it appears that budgetary limits will be exceeded by more than One Hundred Dollars (\$100) for any maintenance or repair budget item the committee shall immediately advise the Board of Directors.

5. Where a resident of Bellevue Park desires to remove trees from his premises but such removal does not relate to structural change on the premises, the resident must submit to this committee a sketch reflecting the trees to be removed. Prior to removal the sketch must be approved by the Buildings and Grounds Committee.

D. Social Committee

1. This Committee shall consist of a minimum of four (4) members selected by the President.

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

E. Newsletter 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.

F. Reserved.

G. Standing Committee

1. This Committee shall consist of six (6) members.

2. Initially two (2) members shall be appointed for a two (2) year term, two (2) members shall be appointed for a four (4) year term and two (2) members shall be appointed for a six (6) year term. Thereafter as members terms expire, new members shall be appointed for a two (2) year term.

3. Where a member resigns or is removed for cause by the President of the Association a new member shall be appointed to serve the remainder of the unexpired term.

4. The standing committee shall review the Association properties and shall prepare and present at least annually to the Board of Directors a report reflecting proposed long range suggestions for the betterment of the Association such as major tree planting and pruning projects for the park reservations or major repairs and renovations to the community building.

H. Greeting Committee

1. This committee shall consist of a minimum of two (2) members.

2. It shall be the responsibility of this committee to meet with new Bellevue Park residents, to provide them with a copy of the map of the park as well as a copy of these Bylaws. At this meeting the assessments, the purposes therefore and the benefits of Association membership should be discussed.

I. General

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 chair-persons shall be selected 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 chair-persons 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 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 individual thereof shall be empowered to enter into a contract (oral or written) on behalf of the Association where the total amount thereof exceeds One Hundred (\$100) Dollars 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.

12. At least one Committee member of each Committee shall be on the Board of Directors of the Association.

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 foregoing list of committees represents only the standing committees of the Association. Additional Committees may be created by the Board President as he shall deem necessary. Such Committees shall not survive from year to year unless reconstituted by succeeding presidents or these Bylaws are appropriately amended.

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 through the mail, 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 at 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 which 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.