

59303
CUMBERLAND VALLEY BUSINESS PARK

**Declaration of Covenants, Conditions, and Restrictions
1999**

RECORDED

153
JAN 15 12 54 PM '99

LINDA MILLER
RECORDER OF DEEDS
FRANKLIN COUNTY

Prepared By:

Benatec Associates
200 Airport Road
Capital City Airport
New Cumberland, PA 17070
(717) 901-7055

EXHIBIT A**PROPERTY**

ALL THOSE CERTAIN tracts of land located in Greene and Letterkenny Townships, Franklin County, Pennsylvania, being Parcel Nos. 1 through 13, inclusive, 16 through 29, inclusive, and 31 through 34, inclusive, as more fully described in a quitclaim deed from the United States of America (acting by and through the Secretary of the Army) to the Letterkenny Industrial Development Authority dated November 6, 1998, and intended for recording in the Recorder's Office in and for Franklin County, Pennsylvania.

EXHIBIT B

ADDITIONAL PROPERTY

All those tracts of land shown on Exhibit C hereof and designated as follows:

- Parcel Nos. C-1 through C-43, inclusive
- Parcel Nos. S-1 through S-38, inclusive
- Parcel Nos. N-1 through N-6, inclusive
- Parcel Nos. H-1 through H-9, inclusive
- Parcel Nos. RR-1 through RR-5, inclusive

Excepting and reserving therefrom, all those tracts of land referred to in Exhibit A hereof.

Acreage Tabulation Chart			
Parcel Number	Acreage	Parcel Number	Acreage
1-1	1.1	1-11	1.1
1-2	1.1	1-12	1.1
1-3	1.1	1-13	1.1
1-4	1.1	1-14	1.1
1-5	1.1	1-15	1.1
1-6	1.1	1-16	1.1
1-7	1.1	1-17	1.1
1-8	1.1	1-18	1.1
1-9	1.1	1-19	1.1
1-10	1.1	1-20	1.1
1-11	1.1	1-21	1.1
1-12	1.1	1-22	1.1
1-13	1.1	1-23	1.1
1-14	1.1	1-24	1.1
1-15	1.1	1-25	1.1
1-16	1.1	1-26	1.1
1-17	1.1	1-27	1.1
1-18	1.1	1-28	1.1
1-19	1.1	1-29	1.1
1-20	1.1	1-30	1.1
1-21	1.1	1-31	1.1
1-22	1.1	1-32	1.1
1-23	1.1	1-33	1.1
1-24	1.1	1-34	1.1
1-25	1.1	1-35	1.1
1-26	1.1	1-36	1.1
1-27	1.1	1-37	1.1
1-28	1.1	1-38	1.1
1-29	1.1	1-39	1.1
1-30	1.1	1-40	1.1
1-31	1.1	1-41	1.1
1-32	1.1	1-42	1.1
1-33	1.1	1-43	1.1
1-34	1.1	1-44	1.1
1-35	1.1	1-45	1.1
1-36	1.1	1-46	1.1
1-37	1.1	1-47	1.1
1-38	1.1	1-48	1.1
1-39	1.1	1-49	1.1
1-40	1.1	1-50	1.1
1-41	1.1	1-51	1.1
1-42	1.1	1-52	1.1
1-43	1.1	1-53	1.1
1-44	1.1	1-54	1.1
1-45	1.1	1-55	1.1
1-46	1.1	1-56	1.1
1-47	1.1	1-57	1.1
1-48	1.1	1-58	1.1
1-49	1.1	1-59	1.1
1-50	1.1	1-60	1.1
1-51	1.1	1-61	1.1
1-52	1.1	1-62	1.1
1-53	1.1	1-63	1.1
1-54	1.1	1-64	1.1
1-55	1.1	1-65	1.1
1-56	1.1	1-66	1.1
1-57	1.1	1-67	1.1
1-58	1.1	1-68	1.1
1-59	1.1	1-69	1.1
1-60	1.1	1-70	1.1
1-61	1.1	1-71	1.1
1-62	1.1	1-72	1.1
1-63	1.1	1-73	1.1
1-64	1.1	1-74	1.1
1-65	1.1	1-75	1.1
1-66	1.1	1-76	1.1
1-67	1.1	1-77	1.1
1-68	1.1	1-78	1.1
1-69	1.1	1-79	1.1
1-70	1.1	1-80	1.1
1-71	1.1	1-81	1.1
1-72	1.1	1-82	1.1
1-73	1.1	1-83	1.1
1-74	1.1	1-84	1.1
1-75	1.1	1-85	1.1
1-76	1.1	1-86	1.1
1-77	1.1	1-87	1.1
1-78	1.1	1-88	1.1
1-79	1.1	1-89	1.1
1-80	1.1	1-90	1.1
1-81	1.1	1-91	1.1
1-82	1.1	1-92	1.1
1-83	1.1	1-93	1.1
1-84	1.1	1-94	1.1
1-85	1.1	1-95	1.1
1-86	1.1	1-96	1.1
1-87	1.1	1-97	1.1
1-88	1.1	1-98	1.1
1-89	1.1	1-99	1.1
1-90	1.1	1-100	1.1

LEGEND

(N-1) Parcel Identification Symbol

--- C/AC Property Boundary

UTILITIES

(S-1) Sewer

(G-1) Gas

(W-1) Water

(E-1) Electric

(T-1) Telephone

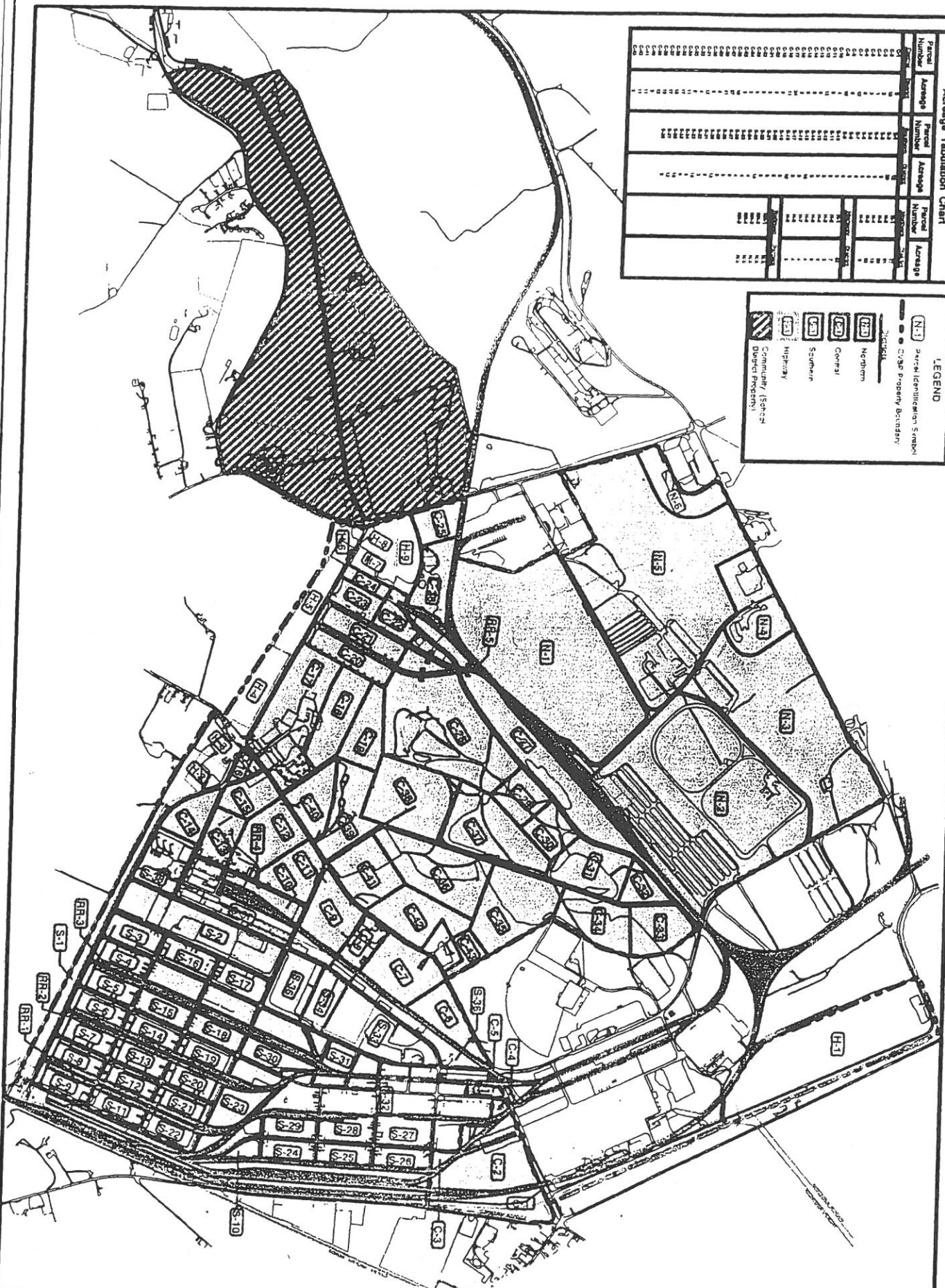
(C-1) Cable

(F-1) Fiber Optic

(H-1) Highway

(R-1) Railroad

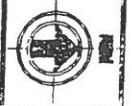
(M-1) Municipal (Service District Program)



PROJECT NO.	972010	DATE	Oct. 98
DESIGNED BY	J. SCERIF	DRAWN BY	J. PARK
SCALE	1" = 500'		

Master Plan of
Cumberland Valley Business Park
for
LETTERKENNY INDUSTRIAL
DEVELOPMENT AUTHORITY

IBA INTEGRATED BUILDING ARTS
Architects, Engineers and Planners
200 Airport Road, Capital City Airport
Harrisburg, PA 17110
Tel. 717-601-7055 Fax. 717-601-7056
A Benetec Company



CUMBERLAND VALLEY BUSINESS PARK

Declaration of Covenants, Conditions, and Restrictions

Table of Contents

Article 1	Purpose and Intent	2
Article 2	Definition of Terms	2
	Additional Property	2
	Assessment	2
	Association	2
	Board of Directors	2
	Bylaws	2
	Class B Control Period	3
	Common Expenses	3
	Common Property	3
	Declarant	3
	Declaration	3
	Design Guidelines	3
	Development Review Committee	3
	Districts	3
	General Assessments	3
	General Common Expenses	4
	Improvements	4
	Lessee	4
	LIDA	4
	Limited Assessments	4
	Limited Common Expenses	4
	Majority	5
	Master Plan	5
	Member	5
	Mortgage	5
	Mortgagee	5
	Owner	5

	Person	5
	Property	5
	Public Records	5
	Supplemental Declaration	6
	Unit	6
Article 3	Property Subject to Declaration; Property Rights	6
	3.1 The Property	6
	3.2 Property Rights	6
	3.3 Subdivision	7
Article 4	Declarant's Rights	7
	4.1 Right to Transfer	7
	4.2 Limitations on Declarant	7
	4.3 Authorization Required	8
	4.4 Incorporation of the Association	9
Article 5	Assessments	10
	5.1 Creation of Assessments	10
	5.2 Computation of General Assessment	12
	5.3 Computation of Limited Assessments	14
	5.4 Special Assessments	14
	5.5 Reserve Budget and Capital Contribution	15
	5.6 Date of Commencement of Assessments	15
	5.7 Subordination of the Lien to First Mortgages	16
	5.8 Exempt Property	16
	5.9 Assessment Obligation of Declarant; Subsidy Agreements	16
Article 6	Maintenance	17
	6.1 Association's Maintenance Responsibility	17
	6.2 Owners' Maintenance Responsibility	18

Article 7	Common Property	20
7.1	Description of Common Property	20
7.2	Intent	20
7.3	Right of Access	20
Article 8	Use Restrictions and Rules	20
8.1	Memorandum of Agreement (MOA)	21
8.2	Programmatic Agreement (PA)	21
8.3	Health and Safety Plan (HASP)	21
8.4	Environmental Protection, Etc.	21
8.5	Laws & Ordinances	22
8.6	Nonconforming Structures	22
8.7	Inspection	23
8.8	Operations & Uses	23
8.9	Prohibited Uses	24
8.10	Permitted Uses	27
8.11	Construction Vehicular Traffic	34
8.12	Completion of Construction	34
8.13	Excavation and Grading	35
8.14	Railroads, Rail Sidings and Loading Docks	35
8.15	Vehicles	35
8.16	Parking	36
8.17	Curb Cuts and Driveways	37
8.18	Animals and Pets	37
8.19	Nuisance and Unsightly or Unkempt Conditions	38
8.20	Antennas, Towers, and Satellite Dishes	38
8.21	Tree Removal	39
8.22	Drainage	39
8.23	Sight Clearance at Intersections and Driveways	39
8.24	Garbage, Trash, and Service Facilities	39
8.25	Waste	39
8.26	Outside Storage and Storage Tanks	40
8.27	Explosives and Combustible Materials	40
8.28	Temporary Structures, Tents, Trailers and Storage	41
8.29	Utility Lines	41
8.30	Air Conditioning Units	41

Article 9	Development Review Process and Procedures	42
9.1	Development Review Committee (DRC)	42
9.2	DRC Review Required	42
9.3	Employment of Architects, Engineers or Other Persons	42
9.4	Review Fee and Address	43
9.5	Design Guidelines	43
9.6	Plan Review and Approval	43
9.7	Right to Inspect	44
9.8	Construction Compliance	44
9.9	No Liability	45
9.10	Notice of Noncompliance or Noncompletion	45
9.11	No Liability for Design Defects	46
Article 10	Insurance and Casualty Losses	46
10.1	Insurance	46
10.2	Damage and Destruction	49
10.3	Disbursement of Proceeds	49
10.4	Repair and Reconstruction	50
10.5	Property Insured by Owners; Damage and Destruction	50
Article 11	Right to Re-Purchase	50
Article 12	Condemnation	51
Article 13	Annexation and Withdrawal of Property	51
13.1	Annexation Without Approval of Class A Membership	51
13.2	Annexation With Approval of Class A Membership	51
13.3	Acquisition of Additional Common Area	52
13.4	Additional Covenants and Easements	52
13.5	Withdrawal of Property	52
13.6	Amendment	53
Article 14	Mortgagee Provisions	53
14.1	No Priority	53
14.2	Notices to Eligible Lenders	54

14.3	Notice to Association	54
14.4	Failure of Mortgagee to Respond	54
Article 15	Easements	55
15.1	Reserved to Declarant	55
15.2	Easements for Encroachment and Overhang	56
15.3	Easement for Maintenance of Common Property	56
15.4	Easements for Use and Enjoyment of Common Property	56
Article 16	General Provisions	57
16.1	Powers and Duties of the Association	57
16.2	Enforcement	59
16.3	Self-Help	59
16.4	Term	60
16.5	Amendment	60
16.6	Partition	61
16.7	Severability	61
16.8	Headings	61
16.9	Books and Records	61
16.10	Use of Words "Cumberland Valley Business Park"	61
16.11	Variance and Waiver	62
16.12	Dispute Resolution	62
16.13	Cumulative Effect	62
16.14	Owner's Compliance	62
16.15	Notice of Sale or Transfer of Title	63
16.16	Proper Notice to Owner or Eligible Lender	63

CUMBERLAND VALLEY BUSINESS PARK
Declaration of Covenants, Conditions, and Restrictions

THIS DECLARATION is made this 13 day of January, 1999, by **LETTERKENNY INDUSTRIAL DEVELOPMENT AUTHORITY**, a Pennsylvania industrial development authority, with offices at 5000 Letterkenny Road, Suite 320, Chambersburg, Pennsylvania 17201-8382 ("Declarant").

Background

Declarant is the owner of certain real property located in Letterkenny Township and Green Township, Franklin County, Pennsylvania, as more fully described in Exhibit A hereof. Declarant desires to create on the Property (as hereinafter defined) a commercial and industrial development to be known as Cumberland Valley Business Park. Declarant intends by this Declaration to impose upon the Property certain restrictions under a general plan of improvement for the benefit of all owners of real property within the Property. Declarant desires to provide a flexible and reasonable procedure for the overall development of the Property and to establish a method for the administration, maintenance, preservation, use and enjoyment thereof.

This Declaration does not and is not intended to create (i) a condominium within the meaning of the Pennsylvania Uniform Condominium Act, Act of July 2, 1980, P.L. 286, No. 82, as amended, or (ii) a planned community within the meaning of the Pennsylvania Uniform Planned Community Act, Act of December 19, 1996, P.L. 1336, No. 180, as amended.

NOW, THEREFORE, intending to be legally bound, Declarant hereby declares as follows:

Article 1. Purpose and Intent.

The Property and any Additional Property which is hereafter made subject to this Declaration by a Supplemental Declaration shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of and which shall run with the Property and which shall be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each Owner thereof.

Article 2. Definition of Terms.

The terms in this Declaration and the attached exhibits shall generally be given their natural, commonly accepted definitions, except as otherwise specified. Words used in the present tense shall include the future; the singular number shall include the plural and the plural the singular; words in the masculine form shall include the feminine; the word "building" shall include "structure;" and the word "shall" is mandatory and not directory. In the absence of a specific definition, words shall be given the generic meaning provided in the current edition of the Webster Collegiate Dictionary.

"Additional Property" shall mean and refer to the real property described in Exhibit B hereof.

"Assessment" shall mean and refer to the assessments described in Article 5 hereof.

"Association" shall mean and refer to Cumberland Valley Business Park Association, Inc., a Pennsylvania nonprofit corporation, to be created by Declarant, the members of which shall be all of the Owners of the Property. The Association shall be created as provided in Article 4.4 hereof.

"Board of Directors or Board" shall be the elected body of the Association, having its normal meaning under Pennsylvania corporate law.

"Bylaws" shall mean and refer to the Bylaws of the Association, as they may be amended from time to time.

"Class B Control Period" shall mean and refer to the period of time during which the Class B Member is entitled to appoint a Majority of the Members of the Board of Directors as provided in Article III, Section 2 of the Bylaws.

"Common Expenses" shall be an inclusive term referring to both General Common Expenses and Limited Common Expenses.

"Common Property" shall mean all real and personal property, including easements, which the Association owns, leases or otherwise holds possessory or use rights in for the common use and enjoyment of the owners; and which are not building sites, including but not limited to roadways, entrance areas, recreation facilities, utility lines, pumping stations, parks, median strips, drainage areas, private rights-of-way and easements, including beautification, ponds, utility and drainage easements, sign locations areas and signs located thereon.

"Declarant" shall mean LIDA, a Pennsylvania industrial development authority, its successors and assigns. Except as specifically provided herein, no person or entity purchasing the Property or any part thereof from LIDA shall be considered as Declarant.

"Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions and all amendments thereto at the time of reference.

"Design Guidelines" shall mean the standards, restrictions or specifications referred to in Article 9, governing the construction, placement, location, alteration, maintenance or design of any Improvements to the Property, and all amendments thereto at the time of reference.

"Development Review Committee" shall mean the committee established in accordance with Article 9, which committee is appointed to provide for architectural and site plan review and approval of the Property, and to have and exercise such powers and duties specifically set forth herein.

"Districts" shall mean the districts into which the Property is divided for master planning and land development regulation purposes.

"General Assessments" shall mean and refer to assessments levied against all Units on the Property to fund Common Expenses.

"General Common Expenses" shall mean and include the actual estimated expenses incurred by the Association for the general benefit of all Unit Owners, including any reasonable reserve, all as may be found necessary and appropriate by the Board pursuant to this Declaration, the Bylaws, and the Articles of Incorporation of the Association, but shall not include any expenses incurred during the Class B Control Period for initial development, original construction, or installation of infrastructure, original capital improvements, or other original construction costs unless approved by Members representing a Majority of the total Class A vote of the Association.

"Improvements" shall mean and include, but not be limited to: buildings and roofed structures; changes in any exterior color or shape of buildings; glazing or reglazing of exterior windows with mirrored or reflective glass; parking areas; loading areas; railroad trackage; fences; walls; driveways; hedges, landscaping, and mass plantings; poles; signs; and any new construction or exterior renovation significantly altering the appearance of these improvements. It shall not include public streets, public utilities, landscape material replacements, or any other replacement or repair which does not change exterior colors or exterior appearances. It shall include both original improvements and all later changes and improvements.

"Lessee" shall mean the owner of a leasehold interest in a part or all of the Property, or any improvements located thereon.

"LIDA" shall mean Letterkenny Industrial Development Authority.

"Limited Assessments" shall mean and refer to assessments levied against particular Units to fund Limited Common Expenses, as more particularly described in Article 5.3 hereof.

"Limited Common Expenses" shall mean and include the actual estimated expenses incurred by the Association for the benefit of Owners of fewer than all of the Units. The Board shall determine what expenses benefit fewer than all Units, which determination shall be conclusive. Such Limited Common Expenses, which may include a reasonable reserve for capital repairs and replacements, shall be specifically authorized by the Board in accordance with Article 5.3 hereof.

"Majority" shall mean those votes, owners, members, or other group, as the context may indicate, totaling more than 50% of the total eligible number. . . .

"Master Plan" shall mean and refer to the land use and development plan for the Property and all amendments thereto at the time of reference. The current Master Plan is attached as Exhibit C.

"Member" shall mean and refer to a Person entitled to membership in the Association, as provided herein.

"Mortgage" shall mean a mortgage, a deed of trust, a deed to secure debt, or any other form of security instrument affecting title to any Unit.

"Mortgagee" shall mean a beneficiary or holder of a mortgage.

"Owner" shall mean the Declarant or other person who owns the record title to any Unit which is part of the Property, but excluding in all cases any party having an interest in the Unit solely as security for an obligation. If a Unit is sold under a recorded contract of sale, and the contract specifically so provides, then the purchaser (rather than the owner of the legal interest) shall be deemed the Owner. If a Unit is subject to a written lease with a term in excess of one year and the lease specifically so provides, then upon filing a copy of the lease with the Board of Directors, the Lessee (rather than the fee owner) will be deemed the Owner for the purpose of exercising all privileges of membership in the Association.

"Person" shall mean a natural person, corporation, partnership, association, trust, other entity or any combination thereof.

"Property" shall mean the real property described in Exhibit A, together with such additional property as is hereafter subjected to this Declaration in accordance with Article 13.

"Public Records" shall mean the official location for the recording of deeds and similar documents affecting title to real estate.

"Supplemental Declaration" shall mean an amendment or supplement to this Declaration executed by or consented to by Declarant which subjects Additional Property to this Declaration and/or imposes, expressly or by reference, additional restrictions and obligations to the land described herein.

"Unit" shall mean a portion of the Property, whether developed or undeveloped, intended for development, use and occupancy for commercial or industrial purposes or otherwise as permitted herein. The term shall include all portions of the lot owned, as well as any Improvement thereon. The Association, in its discretion, reserves the right to treat any portion of a railroad right-of-way as a Unit, if and to the extent such portion contains Improvements other than railroad trackage and related appurtenances.

Article 3. Property Subject to Declaration; Property Rights.

3.1 The Property.

Declarant is the present record title holder of the Property. The Property and any right, title, and interest therein shall be owned, held, transferred, leased, sold, conveyed, and occupied by Declarant and any subsequent Owner, Lessee, or occupant of all or any part thereof, subject to the easements, restrictions, covenants and conditions set forth herein.

3.2 Property Rights.

Every Owner shall have a right and nonexclusive easement of use, access and enjoyment in and to the Common Property, subject to (i) this Declaration as it may be amended from time to time, (ii) any restrictions or limitations contained in any deed conveying such property to the Association, and (iii) the right of the Board to adopt other rules and regulations regulating the use and enjoyment of the Common Property.

Any Owner may delegate his or her right of use and enjoyment to its Lessees, employees and invitees, as applicable, subject to reasonable regulation by the Board and in accordance with procedures it may adopt. Any Owner who leases its Unit shall be deemed to have delegated all such rights to the Lessee.

The initial Common Property shall be conveyed to the Association within one year of the initial conveyance of a Unit to any purchaser other than the Declarant.

3.3 Subdivision.

No Unit, after the initial conveyance thereof by Declarant, may be subdivided without written approval of Declarant.

Article 4. Declarant's Rights.

4.1 Right to Transfer.

Any or all of the rights and obligations of the Declarant set forth in this Declaration or the Bylaws may be transferred or assigned in whole or in part to another Person. Such Person will then assume the position of Declarant pertaining to the particular rights, powers, easements and reservations assigned, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that which the Declarant has under this Declaration or the Bylaws. No such transfer or assignment shall be effective unless it is in a written instrument signed by the Declarant and duly recorded in the Public Records.

If the Declarant should convey all of its rights, title, and interest in and to the Property to any Person, then and in such event, the Declarant shall be relieved of the performance of any further duty or obligation hereunder, and such partnership, individual or individuals, corporation or corporations, shall be obligated to perform all such duties and obligations of the Declarant.

4.2 Limitations on Declarant.

The Declarant is undertaking the work of developing land for industrial, business, and commercial purposes and making incidental improvements upon the Property. The completion of that work and the sale or other disposition of such developed land is essential to the establishment and welfare of the Property as an industrial and business park. In order that said work may be completed and the Property be established as a fully occupied development as rapidly as possible, nothing in this Declaration shall be understood or construed to:

- a. Prevent the Declarant, its contractors, or subcontractors from doing to the Property whatever is reasonably necessary or advisable in connection with the completion of said work; or
- b. Prevent the Declarant or its representatives from erecting, constructing and maintaining on any part or parts of the Property, such structures as may be reasonable and necessary for the conduct of its business of completing said work and establishing said Property as a business and industrial park development and disposing of the same in parcels by sale, lease, or otherwise; or
- c. Prevent the Declarant from conducting on any part or parts of the Property such business as may be necessary to complete work and establish said Property as a business and industrial park; or
- d. Prevent the Declarant from maintaining such sign or signs on any part of the Property as may be necessary for the sale, lease, or disposition thereof, provided, however, that the maintenance of any such sign shall not reasonably interfere with the use by the Owner of any Unit.

No action taken by the Declarant pursuant to any provision of this Article shall unreasonably interfere with the Owner's rights and use of his Unit.

4.3 Authorization Required.

No person shall record any declaration of covenants, conditions and restrictions or similar instrument affecting any portion of the Property without Declarant's review and consent. Any additional covenants or restrictions recorded by any party other than Declarant may not be less restrictive than the terms of this Declaration. Any attempted recordation without such consent shall result in such instrument being void and of no force and effect unless subsequently approved by written consent signed by the Declarant and recorded in the Public Records.

Notwithstanding any contrary provision of this Declaration, no amendment to or modification of any use restriction or Design Guidelines shall be effective without prior notice to and the written approval of Declarant so long as the Declarant owns any portion of the Property.

This Article may not be amended without the written consent of the Declarant. The rights contained in this Article shall terminate upon the earlier of (a) 20 years from the date this Declaration is recorded, or (b) upon the Declarant recording a written statement that all sales activity has ceased.

4.4 Incorporation of the Association.

The Association shall be incorporated by the Declarant within one year of the initial conveyance of a Unit to a purchaser other than the Declarant and prior to the transfer and conveyance of any personal property or interest in real estate or other property interest to the Association. Upon the conveyance of such property to the Association, such property shall thereafter be Common Property to be maintained by the Association for the use and benefit of its members as hereinafter set forth. The Declarant shall have no obligation to improve any portion of the Common Property.

a. Membership.

Every Owner shall be deemed to have an automatic, nonseverable membership and voting rights in the Association. No Owner, whether one or more Persons, shall have more than one membership per Unit owned. In the event the Owner of a Unit is more than one individual, votes and rights of use and enjoyment shall be as provided herein. The rights and privileges of membership may be exercised by a member subject to the provisions of this Declaration and the Bylaws. The membership rights of a Unit owned by a corporation or partnership or similar entity shall be exercised by the individual designated from time to time by the Owner in a written instrument provided to the secretary, subject to the provisions of this Declaration and the Bylaws.

b. Voting.

The Association shall have two classes of membership, Class A and Class B as follows:

- (1) Class A. Class A Members shall be all Owners with the exception of a Class B Member, if any.

Class A Members shall be entitled to one vote for each acre of real estate comprising its Unit. In any situation where a Member is entitled

to exercise the vote for his Unit and more than one Person holds the interest in such Unit, the vote for such Unit shall be exercised as those Persons determine among themselves and advise the Secretary of the Association in writing at or prior to any meeting. In the absence of such advice, the Unit's vote shall be suspended if more than one Person seeks to exercise it.

- (2) Class B. Class B Member shall be the Declarant. The right of the Class B Member, including the right to approve actions taken under this Declaration and the Bylaws, are specified elsewhere in the Declaration and the Bylaws. The Class B Member shall be entitled to appoint a majority of the members of the Board of Directors during the Class B Control Period, as specified in Article III, Section 2 of the Bylaws. The Class B membership shall terminate and become converted to Class A membership upon the earlier of (i) the expiration of the Class B Control Period pursuant to Article III of the Bylaws, or (ii) when, in its discretion, the Declarant so determines.

Article 5. Assessments.

5.1 Creation of Assessments.

There are hereby created assessments for Association expenses as may from time to time specifically be authorized by the Board of Directors, to be commenced at the time and in the manner set forth in Article 5.6 hereof. There shall be three types of assessments: (a) General Assessments to fund General Common Expenses for the benefit of all Members of the Association; (b) Limited Assessments for Limited Expenses benefiting fewer than all Members of the Association and (c) Special Assessments as described in Article 5.4 below. Each Owner, by acceptance of a deed or recorded contract of sale for any portion of the Property, is deemed to covenant and agree to pay these Assessments.

General Assessments shall be levied on all Units from time to time subject to this Declaration, as provided in Article 5.2 below. Limited Assessments shall be levied against all Units benefiting from the services supported thereby as provided in Article 5.3 below. Special Assessments shall be levied as provided in Article 5.4 below.

All Assessments, together with interest (at a rate not to exceed the highest rate allowed by Pennsylvania law) as computed from the date the delinquency first occurs, late charges, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Unit against which each Assessment is made until paid. Each such Assessment, together with interest, late charges, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Unit at the time the Assessment arose, and, in the event of a transfer of title, his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance, except no first mortgagee who obtains title to a Unit pursuant to the remedies provided in the mortgage shall be liable for unpaid Assessments which accrued prior to such acquisition of title.

The Association shall, upon demand at any time, furnish to any Owner liable for any type of Assessment a certificate in writing signed by an officer of the Association setting forth whether such Assessment has been paid as to any particular Unit. Such certificate shall be conclusive evidence of payment to the Association of any Assessments therein stated to have been paid. The Association may require the advance payment of a reasonable processing fee for the issuance of such certificate.

Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors and, if the Board so elects, Assessments may be paid in two or more installments. Unless the Board otherwise provides, the General Assessment and any Limited Assessment shall be due and payable in advance on the first day of each fiscal year. If any Owner is delinquent in paying any Assessments or other charges levied on his Unit, the Board may require any unpaid installments of the annual Assessment and/or any other Assessments to be paid in full immediately.

No Owner may waive or otherwise exempt himself from liability for the Assessments provided for herein, including, by way of illustration and not limitation, by non-use of Common Property or abandonment of the Unit. The obligation to pay Assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of Assessment or set-off shall be claimed or allowed by reason of any alleged failure of the Association or Board to take some action or perform some function required to be taken or performed by the Association or Board under this Declaration or the Bylaws, or for inconvenience or discomfort arising from the making of repairs or

improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

5.2 Computation of General Assessment.

It shall be the duty of the Board, at least 60 days before the beginning of each fiscal year, to prepare a budget covering the estimated General Common Expenses of the Association during the coming year. The budget shall include a capital contribution establishing a reserve fund in accordance with a budget separately prepared, as provided in Article 5.5 hereof.

The budget may include, but shall not be limited to the following expenses:

1. the cost of maintenance and operation of the Common Property;
2. expenses of management;
3. taxes and special governmental assessments;
4. insurance premiums for insurance coverage as deemed desirable or necessary by the Association;
5. landscaping, care of grounds, common lighting (whether such costs are associated with Common Property or merely other property which is allocated for use by the owners);
6. repairs and renovations within the Common Property;
7. common water and utility charges (whether charged by a public utility company or by the Declarant or other entity which provides such services);
8. legal and accounting fees;
9. management fees;
10. Property security;

11. expenses and liabilities incurred by as Association under or by reason of this Declaration;
12. payment of any deficit remaining from a previous assessment period; and
13. within the limitations of herein, the creation of a reasonable contingency or other reserve or surplus fund for maintenance, repair and replacement of improvements within the Common Property on a periodic basis, as needed.

The General Assessment to be levied for the coming year against each Unit subject to Assessment shall be computed by multiplying the budgeted General Common Expenses by a fraction, the numerator of which shall be the total acreage owned by each Owner (as determined by the Association), and the denominator of which shall be the total acreage of the Property, less all road and railroad right-of-ways, Common Property and any other property not designated for individual ownership (as determined by the Association).

The Board shall cause a copy of the General Common Expense budget and notice of the amount of the General Assessment to be levied against each Unit for the following year to be delivered to each Owner at least 30 days prior to the beginning of the fiscal year. Such budget and assessment shall become effective unless disapproved at a meeting of the Members by Members representing at least a majority of the total Class A vote in the Association, and by the Class B Member, if such exists. There shall be no obligation to call a meeting for the purpose of considering the budget except on petition of the Members as provided for special meetings in Article II, Section 4 of the Bylaws, which petition must be presented to the Board within ten days of delivery of the notice of Assessments.

Notwithstanding the foregoing, however, in the event the proposed budget is disapproved or the Board fails for any reason so to determine the budget for any year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the immediately preceding year shall continue for the current year.

5.3 Computation of Limited Assessments.

It shall be the duty of the Board, at least 60 days before the beginning of each fiscal year, to prepare a separate budget covering the estimated Limited Common Expenses to be incurred by the Association during the coming year. Limited Expenses may be levied by the Association against particular Units and/or Units located in a particular District where the Board has determined that certain expenses benefit only such Units or Units located in a particular District. Such expenses may include, but shall not be limited to the maintenance and repair of private streets, trash and garbage service and lighting expense. Such budget may include a capital contribution establishing a reserve fund for repair and replacement of capital items, as appropriate. Limited Common Expenses shall be allocated among all Units benefitted thereby proportionately based upon relative acreage, equally, or in such other manner as the Board determines is more equitable and shall be levied as a Limited Assessment.

The Board shall cause a copy of such budget and notice of the amount of the Limited Assessment to be levied on each Unit for the coming year to be delivered to each Owner of a Unit subject to a Limited Assessment at least 30 days prior to the beginning of the fiscal year. Such budget and assessment shall become effective unless disapproved by a majority of the Owners of Units subject to the Limited Assessment and by the Class B Member, if such exists; provided, there shall be no obligation to call a meeting for the purpose of considering the budget except on petition of Owners of at least ten (10%) percent of the Units subject to the Limited Assessment.

In the event the proposed budget for any Limited Common Expense is disapproved or the Board fails for any reason so to determine the budget for any year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the immediately preceding year shall continue for the current year.

5.4 Special Assessments.

- (a) Entire Membership. The Association may levy Special Assessments from time to time provided the total amount of the Special Assessment levied during any fiscal year shall not exceed the greater of (i) \$10,000 or (ii) ten (10%) percent of the General Common Expense budget for

such fiscal year. Any Special Assessment in excess of such limitation shall be effective only upon approval by a majority of the Class A votes in the Association and the affirmative vote or written consent of the Class B Member. Special Assessments levied against the entire membership shall be allocated among the Units proportionately based upon relative acreage, equally, or in such other manner as the Board determines is more equitable.

- (b) Less Than All Members. The Association may levy a Special Assessment against any Member individually and against such Member's Unit to reimburse the Association for costs incurred in bringing a Member and his Unit into compliance with the provisions of the Declaration, any amendments thereto, the Articles, the Bylaws or the Association rules, which Special Assessment may be levied upon the vote of the Board after notice to the Member and an opportunity for a hearing.

5.5 Reserve Budget and Capital Contribution.

The Board of Directors shall annually prepare a reserve budget to take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall set the required capital contribution in an amount sufficient to permit meeting the projected needs of the Association, as shown on the budget, with respect both to amount and timing by annual General Assessments over the period of the budget. The capital contribution required, if any, shall be fixed by the Board and included within and distributed with the applicable budget and notice of Assessments, as provided in this Article.

5.6 Date of Commencement of Assessments.

The obligation to pay Assessments shall commence as to each Unit on the first day of the month following the month in which the Unit is made subject to this Declaration. Until the Association makes such Assessments, the Declarant shall pay all the expenses of the Association. Assessments shall be due and payable in a manner and on a schedule as the Board of Directors may provide. The first Assessment levied on a Unit shall be adjusted according to the number of months remaining in the fiscal year at the time Assessments commence on the Unit.

5.7 Subordination of the Lien to First Mortgages.

The lien of Assessments, including interest, late charges (subject to the limitations of Pennsylvania law), and costs (including attorney's fees) provided for herein, shall be subordinate to the lien of any first mortgage upon any Unit. The sale or transfer of any Unit shall not affect the Assessment lien. However, the sale or transfer of any Unit pursuant to judicial or nonjudicial foreclosure of a first mortgage shall extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Unit from lien rights for any Assessments thereafter becoming due. Where the mortgagee holding a first mortgage of record or other purchaser of a Unit obtains title pursuant to judicial or nonjudicial foreclosure of the mortgage, it shall not be liable for the share of the Common Expenses or Assessments by the Association chargeable to such Unit which became due prior to such acquisition of title. Such unpaid share of Common Expenses or Assessments shall be deemed to be Common Expenses collectible from Owners of all the Units, including such acquirer, its successors and assigns.

5.8 Exempt Property.

Notwithstanding anything to the contrary herein, the following property shall be exempt from payment of General Assessments, Limited Assessments, and Special Assessments:

- (a) all Common Area; and
- (b) unless otherwise determined by the Association, all property dedicated to and accepted by any governmental authority or public utility.

5.9 Assessment Obligation of Declarant; Subsidy Agreements.

After the commencement of General Assessments, the Declarant, on behalf of itself and its successors and assigns, covenants and agrees to pay the full amount of Assessments provided herein for each Unit that it owns. The Association is specifically authorized to enter into subsidy contracts with the Declarant or other entities for the payment of some portion of the Association's expenses. Such contract(s) shall be for the benefit of and enforceable by the Association.

Notwithstanding anything to the contrary herein, the Declarant may contribute Assessments due from it in services or materials or a combination of services and materials, rather than in money (herein collectively called "in kind contribution"). The amount by which Assessments shall be decreased as a result of any in kind contribution shall be the fair market value of the contribution. If the Declarant and the Association agree as to the value of any contribution, the value shall be as agreed. If the Association and the Declarant cannot agree as to the value of any contribution, the Declarant shall supply the Association with a detailed explanation of the service performed and material furnished, and the Association shall acquire bids for performing like services and furnishing like materials from three independent contractors approved by the Declarant who are in the business of providing such services and materials. If the Association and the Declarant are still unable to agree on the value of the contribution, the value shall be deemed to be the average of the bids received from the independent contractors.

Article 6. Maintenance.

6.1 Association's Maintenance Responsibility.

The Association shall maintain and keep in good repair the Common Property, such maintenance to be funded as provided herein. Such maintenance may include, but need not be limited to maintenance, repair and replacement, subject to the insurance then in effect, of all landscaping, structures and improvements now or hereafter located upon the Common Property, including, without limitation, the following:

- a. Lawn mowing;
- b. Tree and shrub pruning;
- c. Lawn, tree and shrub watering;
- d. Maintenance of lawn and landscaped areas for attractive appearance;
- e. Maintenance of the signage and operating of associated lighting systems;
and

- f. Maintenance, such as snow removal, etc., of pedestrian circulation systems and private roadways.

The performance by the Association shall in no way relieve an Owner or occupant from the primary responsibilities for maintenance referred to in Article 6.2 hereof.

Blanket easements over the Property as necessary to enable the Association to inspect the Property or to fulfill responsibilities under this Article are hereby reserved to the Association.

6.2 Owners' Maintenance Responsibility.

- a. Each Owner shall maintain its Unit and all structures, parking areas and other improvements comprising the Unit in good order and repair and free of debris. Such maintenance obligation shall include, but shall not be limited to:
 - 1. Promptly removing all litter, trash, refuse, and wastes.
 - 2. Lawn mowing on a regular basis.
 - 3. Tree and shrub pruning.
 - 4. Keeping lawn and landscaped areas alive, free of weeds, and attractive.
 - 5. Keeping parking and loading areas, driveways, and private roads in good repair.
 - 6. Keeping improvements, exterior lighting and maintenance facilities in good repair and working order.
 - 7. Complying with all government, health and police requirements.
 - 8. Repainting of improvements.
 - 9. Repairing exterior damage to improvements.

10. Striping of parking areas.

b. Destruction of Improvements on Units.

In the event of destruction (total or partial) of the Improvements on any Unit caused by fire or any other cause, each Unit Owner covenants and agrees to commence all necessary repairs, reconstruction or complete removal of the damaged improvements within four months of the date that the damage occurs and to continue such repairs, reconstruction or removal until completed within a reasonable time from the commencement of such work. Delays in commencement of construction can be granted for just cause at the sole discretion of the Association.

c. Enforcement.

If any Owner fails properly to perform his or her maintenance responsibility, the Association may perform it and assess all costs incurred by the Association against the Unit and the Owner thereof; provided, however, except where entry is required due to an emergency situation, the Association shall afford the Owner reasonable notice and opportunity to cure the problem prior to entry. The notice shall set forth with reasonable particularity the maintenance, repairs, or replacement deemed necessary. The Owner shall have ten days within which to complete such maintenance, repair, or replacement, or, in the event that such maintenance, repair, or replacement is not capable of completion within a ten day period, to commence such work which shall be completed within a reasonable time. If the Owner does not comply with the provisions hereof, the Association shall have the right and power to enter onto the Unit and perform such maintenance, repair, or replacement without any liability for damages for wrongful entry, trespass or otherwise to any person.

The Owner of the Unit on which such work is performed shall jointly and severally be liable for the cost of such work and shall promptly reimburse the Association for such cost, together with interest at the same rate as provided for delinquent assessments and costs and expenses of collection, including attorneys' fees and court costs. If such Owner shall fail to reimburse the Association within 30 days after receipt of a statement for such work from the Association, then said indebtedness shall be a debt and may be collected as authorized by Pennsylvania law.

Article 7. Common Property.

7.1 Description of Common Property.

Initial Common Property intending to be conveyed to the Association by the Declarant shall include the real property, if any, designated as such on Exhibit C.

7.2 Intent.

It is the intent of the Declarant to utilize and develop the Common Property, and to install certain improvements, amenities, and facilities thereon which will serve to enhance the appearance and enjoyment of the Property for Owners, tenants, and occupants. Such improvements may include, but are not limited to recreational facilities, landscaped areas, signs or structures intended to identify and promote occupancy of the Property, major drainage ways, utility corridors, pumping stations, and other similar or related improvements.

The Declarant does not warrant by this Declaration that it will construct any specific improvements on the Common Property.

7.3 Right of Access.

In order for the Declarant to construct, place, or maintain structures and improvements on the Common Property as required by the provisions of this Declaration, the Declarant reserves for itself the free and unrestricted right of access upon and across each Unit. Each Owner of a Unit, by accepting title thereto, shall be deemed to have consented to the foregoing reservation and to have granted the foregoing right, and shall give notice of the Declarant's reservation of right of access to any tenant or occupant of any Unit. The rights of the Declarant pursuant to this reservation shall be exercised with diligent efforts to avoid interfering with the normal operations and activities of any Owner, tenant or occupant.

Article 8. Use Restrictions and Rules.

The Property shall be used only for the uses hereinafter set forth. Any Supplemental Declaration may impose stricter standards than those contained in

this Article. The Association, acting through its Board of Directors, shall have standing and the power to enforce such standards.

The Association, acting through its Board of Directors, shall have authority to make and enforce standards and restrictions governing the use of the Property, in addition to those contained herein, and to impose reasonable user fees for use of Common Property.

8.1 Memorandum of Agreement (MOA).

The Property shall be subject to all applicable terms and conditions of the Memorandum of Agreement dated October, 1998, between the Department of the Army and LIDA, a copy of which is on file with and is available from the Association. Without limiting the generality of the foregoing, each Owner shall comply with the coordination and noninterference provisions set forth in Article 8.1 of the MOA addressing such issues as radio/communications, rail and roadway access.

8.2 Programmatic Agreement (PA).

The Property shall be subject to all applicable terms and conditions of the Programmatic Agreement dated June, 1998, between the United States Army, the Pennsylvania State Historic Preservation Officer and the Advisory Council on Historic Preservation, a copy of which is on file with and is available from the Association.

8.3 Health and Safety Plan (HASP).

Each Owner shall comply with the Health and Safety Plan (HASP) and sampling plan dated October, 1998, entered into between the U.S. Army and the Declarant, a copy of which is on file with and is available from the Association.

8.4 Environmental Protection, Etc.

Each Owner shall comply with all applicable provisions of the Finding of Suitability to Transfer (FOST) dated April, 1998, issued by the U.S. Army Corp of Engineers, a copy of which is on file with and is available from the Association. Issues addressed by the FOST include, but are not limited to

wetlands, asbestos, lead-based paint, historical and cultural resources, groundwater, and contamination remediation actions. In addition, each owner shall comply with all applicable provisions of any subsequent FOST issued by the U.S. Army Corp of Engineers if and to the extent applicable for the Property.

8.5 Laws & Ordinances.

No Owner shall permit anything within Owner's control to be done or kept in any building or on such Owner's Unit which would violate any applicable public law or zoning ordinance or which will result in the cancellation of, or increase the premiums for, any insurance carried by the Association, or which would be in violation of any law or rule or regulation promulgated by the Association. The Owner shall obtain any and all governmental permits, approvals, and authorizations prior to beginning any construction. In the event of any differences between restrictions contained herein and the ordinances of Greene Township, Letterkenny Township, Franklin County, or the laws of the Commonwealth of Pennsylvania, the more restrictive shall apply.

8.6 Nonconforming Structures.

A nonconforming structure is any structure which was in existence on the date the Property was acquired by the Declarant and which does not conform to the development regulations of this Declaration or the Design Guidelines, or any structure which was in existence on the effective date of any amendment to this Declaration which did not conform to the development regulations of this Declaration or the Design Guidelines on the effective date of the amendment.

If at any time this Declaration is amended by the adoption of more restrictive regulations, structures which at the date of the adoption of the more restrictive regulations do not conform with the said more restrictive regulations shall be considered nonconforming structures which may continue, but which shall be subject to all the regulations relating to nonconforming structures on the effective date of the more restrictive regulations.

The following provisions shall apply to all nonconforming structures:

1. Nonconforming structures shall not be enlarged, altered, extended, reconstructed or restored (except as provided herein) or placed on a different portion of the parcel of land occupied by such use or structure; nor shall any external evidence of such structure be increased by any means whatsoever without the approval of the appropriate municipal authority, the Development Review Committee and the Association.
2. Nonconforming structures shall not be moved to another location where such structure would be nonconforming.
3. Nonconforming structures shall not be restored for other than as a conforming structure after damage from any cause, unless the nonconforming structure is reconstructed within one year of the occurrence of the damage. If the reconstruction of the structure is not completed within the one year period, the nonconforming structure shall be deemed to have been discontinued.

Nothing herein shall be deemed to prevent the normal maintenance and repair of a nonconforming structure, provided that such action does not increase the degree of or create any new nonconformity with regard to such structure or prevent the carrying out, upon the issuance of a building permit, of major structural alterations or demolition necessary in the interest of public safety.

8.7 Inspection.

The Association, or its representatives may, from time to time, during reasonable hours and with reasonable notice, enter upon any Unit to inspect for the purposes of ascertaining whether or not the Declaration has been or is being complied with. Such person or persons shall not be deemed guilty of trespass by reason of such entry.

8.8 Operations & Uses.

Lawful operations and uses which are neither specifically prohibited nor specifically authorized by this Declaration may be permitted in specific cases if operational plans and specifications are submitted to and approved in writing by the Association.

8.9 Prohibited Uses.

In addition to uses which are inconsistent with municipal zoning for the Property or are prohibited or restricted by other covenants, conditions, restrictions, or easements that are recorded in the chain of title respecting the Property, or are otherwise prohibited pursuant to this Declaration, and not as an exhaustive list, the following uses and activities are prohibited within the Property:

1. Residential uses of any type;
2. Vehicle and mobile home sales;
3. Trailer Courts, mobile home parks and recreational vehicle campgrounds;
4. Oil drilling, water drilling, oil refining, quarrying or mining operations and all construction incident thereto;
5. Junk yards, sanitary landfills, and recycling facilities;
6. Distillation of bones;
7. Dumping, disposal, incineration, treatment, processing, or reduction of garbage, sewage, offal; dead animals or refuse, except as provided for in Article 8.29;
8. Adult oriented establishments, including, but not limited to:

(a) Adult bookstores:

Establishments having a substantial or significant portion of their stock and trade in, or an establishment which, as one of its principal business purposes, offers for sale, books, films, video cassettes or magazines and other periodicals which are distinguished or characterized by their emphasis on matters depicting, describing, or relating to specified sexual activities or specified anatomical areas.

(b) Adult motion picture theaters:

Buildings with capacities of 50 or more persons which have a principal business purpose of exhibiting, presenting or selling material distinguished or characterized by an emphasis on matter depicting, describing or relating to specified sexual activities or specified anatomical areas for observations by patrons.

(c) Adult mini-motion picture theaters:

Buildings with capacities of less than 50 persons which have a principal business purpose of exhibiting, presenting or selling material distinguished or characterized by an emphasis on matter depicting, describing or relating to specified sexual activities or specified anatomical areas for observations by patrons.

(d) The operation of any massage parlor in which the treatment of any person of the opposite sex is carried on, except upon the assigned order of a licensed physician, osteopath, chiropractor, or registered physical therapist. The requirements of this provision shall not apply to any treatments given in the office of a licensed physician, osteopath, registered physical therapist, or chiropractor or in a regularly established and licensed hospital, or other health care facility.

(e) The operation of any business which involves, in whole or in part, the sale, lease, trade, gift or display for sale of any obscene materials.

(f) Any premises to which the public, patrons or members are invited or admitted and which are so physically arranged as to provide booths, cubicles, rooms, studios, compartments or stalls separate from the common areas of the premises for the purpose of viewing adult oriented motion pictures, or where an entertainer provides adult entertainment to a member of the public, a patron or member.

- (g) An adult entertainment studio or any premises that are physically arranged and used as such, whether advertised or represented as an adult entertainment studio, rap studio, exotic dance studio, encounter studio, sensitivity studio, modeling studio or any other term of like import.

"Adult Entertainment" shall mean: (1) an exhibition of any adult oriented motion pictures, meaning those distinguished or characterized by an emphasis on matter depicting, describing or relating to specified sexual activities or specified anatomical areas; and/or (2) a live performance, display, or dance of any type, which as a significant or substantial portion of the performance, includes any actual or simulated performance of specified sexual activities or exhibition and viewing of specified anatomical areas, removal of articles of clothing or appearing unclothed, pantomiming, modeling or any other person services offered customers.

9. Off-track wagering facilities;
10. Animal husbandry, milk processing, livestock production, including breeding of dairy and beef cattle, sheep, swine, horses, ponies, mules, goats, poultry, other birds, fowl, fur animals, associated farm animals and domestic cats and dogs;
11. Stockyard or slaughter of animals;
12. Smelting of iron, tin, zinc or other ores;
13. Labor camps and migrant worker camps;
14. Paper mill;
15. Vineyards, orchards, gardens, commercial production of fruits, vegetables, flowers, plants, and similar products.

8.10 Permitted Uses.

Permitted uses shall be governed by both municipal zoning and as specified herein. The most restrictive regulation shall apply.

Commercial, business, professional and light industrial uses are encouraged on the Property. Permitted uses include:

1. Automobile body shop;
2. Automobile service stations and repair garages, excluding auto body shops, subject to the following:
 - a. Entrance and exit driveways shall have an unrestricted width of not less than twelve feet (12') and no more than thirty feet (30') and shall be located not less than twenty feet (20') from any property line.
 - b. Vehicle lifts or pits, dismantled or non-operable vehicles and all parts or supplies shall be located within completely enclosed buildings or completely screened from adjacent properties. Storage shall not be within the clear sight triangle, the right-of-way of any street, or the required front, side or rear yard setbacks.
 - c. All service or repair of motor vehicles, other than such minor servicing as change of tires or sale of gasoline or oil, shall be conducted within a completely enclosed building.
 - d. The storage of gasoline or flammable oils in bulk shall be located fully underground and not closer than fifty feet (50') from any property line other than a street line.
3. Automobile upholstery or reconditioning;
4. Blacksmith and machine shop;
5. Bookbinding;

6. Building materials storage and sales;
7. Business services, such as banks, credit unions, loan companies and other financial institutions, real estate and insurance agencies, utility offices, government, business and professional offices, medical, dental or clinical facilities;
8. Cabinet making;
9. Carpentry shop;
10. Commercial printing and photographic reproduction;
11. Contractor equipment storage, sales and service;
12. Food processing and packaging;
13. Heavy equipment sales, storage and repair;
14. Indoor commercial recreation facilities, including pools, tennis or other court games, and exercise or spa type facilities; excluding automotive, aeronautical, or professional sports facilities;
15. Laboratory;
16. Large scale manufacturing plant;
17. Laundry;
18. Light manufacturing uses such as assembling, converting, and processing activities, provided that such use shall not adjoin a residential use or district unless such use is separated by a street or road;
19. Manufacture of articles from previously prepared materials;
20. Manufacture of automotive parts and transportation equipment;
21. Manufacture of communications equipment;

22. Manufacture of fabricated metal products;
23. Manufacture of furniture and fixtures;
24. Manufacture of industrial machinery;
25. Manufacture of lumber and wood products;
26. Manufacture of mobile homes and modular housing;
27. Manufacture of paperboard containers and boxes;
28. Manufacture of plastic products;
29. Manufacture of small precision instruments;
30. Manufacturing, assembling, converting, altering, finishing, cleaning or any other processing of products which is clearly incidental to a retail or service business and where the goods so produced or processed are to be sold exclusively on the premises, provided the site is not adjoining a residential use or residential district, unless such residential use or district is separated from the site by a street or road;
31. Metal fabrication and assembly;
32. Outdoor commercial recreation facilities including pools, tennis or other court games, and exercise or playing fields; excluding automotive, aeronautical, or professional sports facilities;
33. Painting shop;
34. Personal services, such as barber shops, beauty salons, and shoe repair shops, provided they are not the primary use of any given building or parcel of land;
35. Pottery;
36. Railroad yard and freight terminal;

37. Repair services, such as radio, television, and appliance shops, plumbing shops, carpenter shops, and upholstery shops;
 38. Restaurants, including drive-in establishments;
 39. Retail business, such as variety stores, apparel stores, eating establishments, antique shops, music shops, sporting goods, stores, and book, stationery, magazine, candy and tobacco shops;
 40. Tire retreading or recapping;
 41. Trade school and training facility;
 42. Truck and freight terminal;
 43. Veterinary clinics, animal hospitals, kennels, animal care facilities; provided no outside kennels shall be permitted;
 44. Warehouse and distribution plant or center;
 45. Welding shop;
 46. Wholesale and retail sales of manufactured products.
- e. **General use provisions.**

The following general provisions shall apply to all Units, unless otherwise provided herein.

1. Minimum Building Size.

No building shall be constructed, other than incidental or accessory structures, which contain less than minimum square feet of gross floor area designated in the Design Guidelines, unless otherwise approved by the Development Review Committee and the Association.

2. Building Occupancy.

No building shall be occupied by more tenants specified in the Design Guidelines, unless otherwise approved by the Development Review Committee and the Association.

3. Off-Street Parking.

The location, number and size of parking spaces shall be subject to approval by the Development Review Committee pursuant to Article 9 hereof.

All off-street parking areas, as well as related access drives shall be paved and properly graded to assure proper drainage in accordance with the requirements of the Development Review Committee.

4. Off-Street Loading Areas.

The location, size and layout of loading areas shall be subject to approval by the Development Review Committee pursuant to Article 9 hereof.

Provision for handling all truck service shall be totally within each Parcel, unless otherwise approved by the Association.

No off-street loading areas shall be located on or along the front wall of any building or within the required setback adjoining any public street.

5. Landscaping.

All Units shall be landscaped in accordance with a plan submitted to and approved in writing by the Development Review Committee, pursuant to Article 9 herein, prior to any development of the Unit. Such landscaping plan shall include information regarding the type of seeding and/or sodding, types of trees, hedges and shrubs, and information regarding other landscape treatment for the entire site, such as fences, walls, and screening.

All landscaping shall be undertaken and completed in accordance with such approved plan and said plan may not be substantially altered, amended, or revised without submitting the revised landscape plan for prior written approval by the Development Review Committee.

It shall be the responsibility of the Owner of a Unit to landscape and maintain the area between the property boundaries of said Unit and the curbs or paved areas of any public roadways adjacent to such Unit.

All landscaping required hereunder or otherwise to be provided on any parcel shall be completed within the time frame established by the Design Guidelines in accordance with Article 9.

6. Signs.

No signs shall be permitted anywhere within the Property without prior written approval of the Development Review Committee. All signs shall conform with all applicable laws and governmental regulations.

7. Architectural Design and Materials.

No building or other structure may be constructed, erected, placed, altered, or permitted on any Unit until such plans and specifications with respect to exterior elevations, materials and colors have been submitted to and approved in writing by the Development Review Committee. Such approval shall be subject to the Design Guidelines governing architectural styles and quality of building design, appearance, siting, materials and other attributes which will enhance the overall appearance and environment of the Property.

8. Outdoor Storage.

No outdoor storage shall be permitted anywhere within the Property without prior written approval of the Development Review Committee.

All equipment and facilities for bulk storage of liquids, petroleum products, fuels, waste or refuse, and similar materials shall be deemed to be outdoor storage.

9. Exterior Lighting.

No exterior lighting shall be permitted on any Unit without prior written approval of the Development Review Committee. No flashing or intermittent light of any kind shall be permitted.

10. Maintenance.

Each Owner, tenant, or occupant of any Unit shall keep his buildings and improvements in a safe, clean, maintained, neat condition and shall comply in all respects with all governmental statutes, ordinances, regulations, health codes, and police and fire requirements.

All repairs, alterations, replacements, or additions to improvements shall be at least equal to the original work in class and quality. The adequacy of such repairs shall be measured by the same standards as set forth for the original construction and maintenance, and shall be in compliance with the Design Guidelines.

Each Owner, tenant, or occupant shall remove at his own expense any rubbish or trash which may accumulate on his Unit. Rubbish, trash, garbage, or other waste shall be kept only in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. Rubbish and trash shall not be disposed of on the Property by burning by open fires.

11. Nuisances.

No nuisances shall be permitted to exist or operate on any Unit so as to be offensive or detrimental to any adjacent Unit or its occupants. A "nuisance" shall include, but not be limited to, any of the following conditions:

- a. Any use, excluding reasonable construction activity, of the Unit which emits dust, dirt, or cinders into the atmosphere, or discharges liquid, solid wastes, or other matter into any waterway, and which in the opinion of the Association, may adversely affect the health, safety, comfort of, or intended use of their property by persons within the same area;

- b. The escape or discharge of any fumes, odors, gases, vapors, steam, acids, or other substance into the atmosphere which discharge, in the opinion of the Association, may be detrimental to the health, safety, or welfare of any person or may interfere with the comfort of persons within the area or which may be harmful to property or vegetation;
- c. The radiation or discharge of intense glare or heat, or atomic, electromagnetic, microwave, ultrasonic, laser, or other radiation. Any operation producing intense glare or heat or such other radiation shall be performed within an enclosed or screened area and then only in such a manner that the glare, heat, or radiation emitted will not be discernable from any point exterior to the site or Unit upon which the operation is conducted; and
- d. Any vibration, noise, sound, or disturbance which, in the opinion of the Association, is objectionable due to intermittence, beat, frequency, strength, shrillness, or volume.

8.11 Construction Vehicular Traffic.

During the course of construction activity on any Unit, the Unit Owner shall keep all roadways serving the Property free of dirt, debris, etc. and shall repair any construction vehicle damage to any such roadways at the Unit Owner's sole expense.

8.12 Completion of Construction.

When Property is sold or leased by the Declarant to speculative builders or developers, the Association may require a performance bond to ensure that such builder or developer will conform to this Declaration and the Design Guidelines and that within a specified period of time such builder or developer will:

- 1. Finish all exterior walls and complete installation of all windows and doors;
- 2. Pave all driveways, walks, parking lots, and truck loading areas;
- 3. Remove all construction debris; and

4. Complete landscape restoration: plant trees of specified size and type at all designated locations, plant flowering shrubs and other perennials, put down sod, and sow grass seed and other groundcover on remaining unpaved open land.

Upon completion of any on-site construction improvements, the Unit Owner shall notify the Association. The Association, or his designee shall inspect the Unit for compliance with this Declaration and the Design Guidelines.

8.13 Excavation and Grading.

No site preparation shall be permitted until all approvals and permits are in place and approved by the Association.

No excavation shall be made except in conjunction with the construction of an improvement. When such improvement is completed, all exposed openings shall be back filled and fine graded.

All excavation and grading shall comply with the Health and Safety Plan (HASP) and Sampling Plan referred to in Article 8.3 hereof.

8.14 Railroads, Rail Sidings and Loading Docks.

All access to railroads, rail sidings and loading docks shall be coordinated through the Declarant, its successors or assigns. All access shall be subject to non-interference agreements with the U.S. Army as described in the Memorandum of Agreement referred to in Article 8.1 hereof.

8.15 Vehicles.

The term "vehicles," as used herein, shall include, without limitation, motor homes, boats, trailers, motorcycles, minibikes, scooters, go-carts, trucks, campers, buses, vans, and automobiles.

No vehicle may be left upon any portion of the Property, except in a garage or other area designated by the Association, for a period longer than five days if it is unlicensed or if it is in a condition such that it is incapable of being operated upon the public highways. After such five day period, such vehicle shall be considered a nuisance and may be removed from the Property.

Any truck, trailer, boat, recreational vehicle, motor home, mobile home, or other vehicle regularly stored within the Property for periods longer than 48 hours each shall be considered a nuisance and may be removed from the Property unless parked or stored so as to be screened from view of all public roads within the Property.

No motorized vehicles shall be permitted on a pathway or unpaved portion of the Common Property, except for public safety vehicles and vehicles authorized by the Association.

8.16 Parking.

Vehicles shall be parked only in appropriate parking spaces or designated areas. All parking on the Common Property shall be subject to such rules and regulations as the Board may adopt.

Owners of Units and their tenants shall be responsible for enforcing this requirement with respect to their employees and visitors.

In determining the number of parking spaces required for each Unit, the nature of the use, characteristics of operation, number of employees, anticipated number of visitors, distribution of employment and visitors over various shifts and times, the nature and location of buildings on the site, and other relevant characteristics shall be considered.

If the occupancy or characteristics of use of a Unit change, minimum parking requirements shall be met by each successive Owner or tenant or for each successive change in characteristics of use.

Each Unit shall contain all required parking within the Unit, unless otherwise provided under the following shared-parking or "off-site" facilities provisions of this Declaration.

Shared Parking

Required parking spaces, open or enclosed, may be provided in spaces designed to serve jointly two or more establishments whether or not located on the same Unit, provided that the number of required spaces in such shared facilities shall not be less than the total required for all such establishments.

Where it can be conclusively demonstrated that one or more uses will be generating a demand for parking spaces primarily during periods when the other use is not in operation, the Association may reduce the total parking required for that use with the greater requirement.

"Off-Site" Facilities

All permitted and required off-street parking spaces, open or enclosed, shall be located on the same Unit as the use for which such spaces are required, except that such spaces may be provided elsewhere, subject to the following conditions:

- (a) They shall be provided within a radius of not greater than 250' from said Unit; and
- (b) Such spaces shall be maintained for the use(s) for which they are required; and
- (c) Such spaces shall be subject to deed restrictions filed in the Public Record, binding the Owner and his heirs and/or assigns to maintain the required number of spaces available throughout the life of such use; and
- (d) Such spaces shall conform to all other applicable regulations of this Declaration and the Design Guidelines for the Property.

8.17 Curb Cuts and Driveways.

Curb cuts and driveways shall be constructed in accordance with the Design Guidelines and all municipal and other governmental regulations.

8.18 Animals and Pets.

Unless otherwise permitted by the Association in the case of security, or similar situations which the Association may, in his discretion, allow, no animals, livestock, or poultry of any kind may be raised, bred, kept, or permitted on any Unit. Laboratory animals shall not be subject to this prohibition.

8.19 Nuisance and Unsightly or Unkempt Conditions.

It shall be the responsibility of each Owner and occupant to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on its Unit. No Unit within the Property shall be used in whole, or in part, for the storage of any property or thing that will cause such Unit to appear to be in an unclean or untidy condition or that will be obnoxious to the eye.

No substance, thing or material shall be kept that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding Property.

No radioactive, toxic or hazardous materials shall be permitted within the Property unless handled, stored and maintained in a safe manner as determined by the Association.

No noxious or offensive activity shall be carried on within the Property, nor shall anything be done tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any Unit within the Property, including, but not limited to nuisances resulting from vibration, sound electro-mechanical disturbance and radiation, electro-magnetic disturbance and radiation, air or water pollution, dust, or emission of toxic or odorous nontoxic matter.

There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Property.

Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier or other sound device, except such devices as may be used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any structure unless required by law.

8.20 Antennas, Towers, and Satellite Dishes.

Upon written consent of the Development Review Committee regarding size limitations and placement location, exterior antennas, towers, or satellite dishes

or other apparatus for the sending or receiving of radio, television, electromagnetic, or microwave signals may be maintained upon a Unit.

8.21 Tree Removal.

No trees shall be removed without the express consent of the Development Review Committee, except for (a) diseased or dead trees, (b) trees needing to be removed to promote the growth of other trees; or (c) safety reasons. All plans submitted to the Development Review Committee for parcels containing trees shall specifically designate "tree save areas" from which trees will not be removed.

8.22 Drainage.

Catch basin and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Owner or occupant may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains. Declarant hereby reserves a perpetual easement across all the Property for the purpose of altering drainage and water flow.

8.23 Sight Clearance at Intersections and Driveways.

All property located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge, shrub, or planting shall be placed or permitted to remain where this would create a traffic or sight problem.

8.24 Garbage, Trash, and Service Facilities.

Storage areas, incinerators, storage tanks, trucks based on the premises, roof objects (including fans, vents, cooling towers, and roof mounted equipment which rises above the roof line), trash containers, and maintenance facilities shall be regulated by the Design Guidelines.

8.25 Waste.

Treatment and disposal of emissions, effluents, and wastes must meet requirements of local ordinances, the State and Federal government.

Specifically prohibited is the disposal of dangerous, noxious, radioactive, or offensive wastes or materials by dumping, burying, or sorting them on the Property.

All rubbish, trash, and garbage shall be regularly removed and shall not be allowed to accumulate. The Declarant, however, hereby expressly reserves the right to burn and/or dump and bury construction debris and trees on property within the Property as needed for efficient construction, and to allow builders within the Property to do likewise. Except as expressly permitted pursuant to this Article, trash, garbage, debris, or other waste matter of any kind may not be burned within the Property.

8.26 Outside Storage and Storage Tanks.

The placement and any screening of outside storage and storage tanks shall be regulated by the Design Guidelines.

8.27 Explosives and Combustible Materials.

All activities shall be carried out in buildings, structures, outdoor storage areas and improvements which conform to the standards of the National Board of Fire Underwriters.

No highly flammable or explosive liquids, solids or gases shall be stored in bulk above the ground except in structures according to Commonwealth of Pennsylvania and Federal specifications.

All materials or wastes which might cause fumes, constitute a fire hazard, or attract rodents or insects may only be stored if enclosed in buildings or containers which are adequate to eliminate such hazards in accordance with all Commonwealth of Pennsylvania and Federal requirements.

No materials, fuels, wastes, or flammable substances may be deposited or stored on a Unit in such a manner as to allow them to be transferred off the Unit by natural causes or forces. No substances, including but not limited to gasoline, oil, waste oil, and chemicals which can contaminate a stream or water source or render such stream or water source unusable or undesirable as a source of water supply or recreation or which will destroy or damage aquatic life shall be stored in such a location so that it could be introduced into the said

stream or water source by natural causes or forces, or by rupture of storage containers or accidental discharge.

8.28 Temporary Structures, Tents, Trailers and Storage.

- a. No temporary structure, tent, or trailer of any kind shall be erected upon any Unit, except for temporary sales or construction offices during a construction or selling period. All sales or construction offices must be removed within 60 days after completion of sales and construction.
- b. Any builder employed to construct improvements on a Unit may conduct its construction operations and activities on such Unit and, in connection therewith, do all things reasonably necessary in order to most expeditiously commence, continue, and complete such construction operations. This shall specifically including, but not be limited to, construction and maintenance of temporary buildings and trailers for storage of construction materials and equipment and open storage of uncovered building materials and equipment, provided all such construction operations and storage shall be confined solely within the boundaries of the Unit upon which such construction is occurring.

8.29 Utility Lines.

All utility easements must be observed, the location of which are available from the Association.

All new and extended utility lines shall be placed underground, unless otherwise approved by the Association.

8.30 Air Conditioning Units.

In all new construction, except as may be permitted by the Development Review Committee, no window air conditioning units may be installed.

Article 9. Development Review Process and Procedures.

9.1 Development Review Committee (DRC).

A Development Review Committee (DRC) shall consist of not more than five members, appointed by the Board, and comprised initially of members of the LIDA Board of Directors, whose terms shall be concurrent with their terms as directors.

The DRC and Association shall be responsible for the duties and functions specified in this Declaration.

The DRC may be established such that it is divided into two subcommittees, with one having jurisdiction over modifications, and the other having jurisdiction over new construction.

9.2 DRC Review Required.

No exterior construction, alteration, addition, or erection of any building, structure, parking lot or structure, signage, wall, or improvement of any kind or nature shall be erected, placed, or altered on any part or portion of the Property, except such as is installed by the Declarant, or as is reviewed by the DRC and approved by the Association in accordance with this Article, or as expressly permitted herein.

No exterior construction, addition, erection, or alteration shall be made unless and until plans and specifications showing at least the nature, kind, shape, height, materials, and location shall have been properly submitted in writing to and approved by the Association after recommendation from the DRC.

9.3 Employment of Architects, Engineers or Other Persons.

The Association may employ for the DRC architects, engineers, or other persons necessary to enable the committee to perform its review. The DRC may, from time to time, delegate any of its rights or responsibilities hereunder to one or more duly licensed architects or other qualified persons, which shall have full authority to act on behalf of the Committee for all matters delegated.

9.4 Review Fee and Address.

The DRC may establish a review fee to cover the cost of review of plans and specifications consistent with the type of review being conducted. Such plans and specifications shall not be considered to have been properly submitted to the DRC unless and until the review fee has been paid to the Association.

The address of the DRC shall be the office of the Association. Such address shall be the same place where the current rules and regulations, if any, of the DRC shall be kept.

9.5 Design Guidelines.

The Design Guidelines and procedures shall be created and initially adopted by the Declarant. The Design Guidelines may be amended from time to time by the Association.

The Design Guidelines shall be explanatory and illustrative of the general intent of the development of the Property, and are intended as a guide to assist the DRC in reviewing plans and specifications.

The Design Guidelines shall not be binding upon the DRC and shall not constitute in every event the basis for a recommendation of approval or disapproval of plans, specifications, or other materials submitted to the DRC for review.

No improvements constructed in accordance with plans and specifications approved by the DRC and Association in accordance with the then applicable Design Guidelines shall be required to be changed because such standards are thereafter amended.

9.6 Plan Review and Approval.

All development plans shall be reviewed and approved in accordance with procedures established in the Design Guidelines.

9.7 Right to Inspect.

The Association, or its representatives may, from time to time, during reasonable hours and with reasonable notice, enter upon any Unit to inspect for the purpose of ascertaining whether or not the site development approval has been, or is being, complied with. Such person or persons shall not be deemed guilty of trespass by reason of such entry.

9.8 Construction Compliance.

The Association may require, in writing, any Owner to restore such Owner's improvements to the condition existing prior to the construction thereof (including, without limitation, the demolition and removal of any unapproved improvement) if such improvements were commenced or constructed in violation of this Article.

In addition, the Association may, but has no obligation to do so, with due notice cause such restoration, demolition, and removal and levy the amount of the cost thereof as a Special Assessment against the Unit upon which such improvements were commenced or constructed.

No action shall be taken by the Association with respect to nonconforming or unapproved improvements until completion of the following review and appeal process if the Owner elects by written notice to the Association to institute such process:

- a. Within 15 days of written notice of appeal by the Owner, such Owner and the Association shall each appoint a duly licensed architect to determine whether a violation exists. These two architects shall then choose a mutually acceptable third architect within ten days after the expiration of the 15 day period.
- b. Within 30 days after the appointment of the third architect, a majority of the three architects shall determine whether a violation exists. A written determination shall be filed with the Association and the Owner.
- c. If a violation is determined to exist, the Association shall, in its reasonable discretion, determine the manner in which the violation shall be remedied, which remedy may include reasonable fines and fees for

architectural services. The Association shall make such determination within 15 days of the above determination of a violation. The Owner shall be notified in writing of any required remedial action.

9.9 No Liability.

Plans and specifications are not approved for engineering or structural design or quality of materials. By approving such plans and specifications neither the DRC, the members thereof, the Declarant, or the Association assumes liability or responsibility therefor, nor for any defect in any structure constructed from such plans and specifications.

Neither the Declarant, nor the Association, nor the DRC, nor employees and agents of any of them, shall be liable for damages to anyone submitting plans and specifications to any one of them for approval, or to any Owner of property affected by these restrictions by reason of mistake in judgement, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans and specifications, and every Owner agrees that he will not bring any action or suit against Declarant, the Association, the DRC, the Board, or the officers, directors, members, employees and agents of any of them, to recover any such damages and hereby releases and quit-claims all claims, demands, and causes of action arising out of or in connection with any judgement, negligence, or nonfeasance and hereby waives the provision of any law which provides that a general release does not extend to claims, demands, and causes of action not known at the time the release is given.

9.10 Notice of Noncompliance or Noncompletion.

Notwithstanding anything to the contrary contained herein, after expiration of one year from the date of substantial completion of construction of any Improvements on the Property, said Improvements shall be deemed to be in compliance with all provisions of this Article, unless actual notice of such noncompliance and noncompletion, executed by the Association, or its designated representatives, shall have been delivered to such Owner.

- a. The term "substantial completion" shall be defined in the manner adopted by the American Institute of Architects. Subsequent improvements, alterations, or repairs to a Unit shall not entitle the DRC

to review for compliance any improvements, substantially completed more than one year prior to such more recent improvements, alterations, or repairs which are subject to review.

9.11 No Liability for Design Defects.

Plans and specifications are not approved for engineering or structural design code and ordinance compliance or quality of materials. By approving such plans and specifications, neither the DRC, any delegates, nor the Association, assumes liability co-responsibility therefor, nor for any defect in any structure constructed from such plans and specifications.

Article 10. Insurance and Casualty Losses.

10.1 Insurance.

The Association's Board of Directors, or its duly authorized agent, shall have the authority to and shall obtain blanket "all-risk" property insurance, if reasonably available, for all insurable improvements on the Common Property. If blanket "all-risk" coverage is not reasonably available, then at a minimum an insurance policy providing fire and extended coverage shall be obtained. The face amount of such insurance shall be sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any insured hazard.

The Board shall also obtain a public liability policy covering the Common Property, insuring the Association and its Members for all damage or injury caused by the negligence of the Association, any of its Members, employees or agents, or any other person who has a right to occupy a Unit. The public liability policy shall have limits of liability of at least \$1,000,000 (combined single limit) covering all claims for death and personal injury (including medical payments) and/or property damage arising out of a single occurrence.

Premiums for all insurance on the Common Property shall be Common Expenses of the Association and shall be included in the General Assessment. The policies may contain a reasonable deductible, and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the insurance at least equals the coverage required hereunder. The deductible shall be paid by the party who would be liable for the loss or repair in the

absence of insurance and in the event of multiple parties shall be allocated in relation to the amount each party's loss bears to the total.

All insurance coverage obtained by the Board of Directors shall be written in the name of the Association as trustee for the respective benefitted parties, as further identified in subsection (b) below. Such insurance shall be governed by the provisions hereinafter set forth:

- (a) All policies shall be written with a company authorized to do business in Pennsylvania which holds a Best's rating of B+ or better and is assigned a financial size category of VI or larger as established by A. M. Best Company, Inc., if reasonably available, or, if not available, the most nearly equivalent rating which is available.
- (b) All policies on the Common Property shall be for the benefit of the Association and its Members.
- (c) Exclusive authority to adjust losses under policies obtained by the Association on the Common Property shall be vested in the Association's Board of Directors; provided, however, no mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.
- (d) In no event shall the insurance coverage obtained and maintained by the Association's Board of Directors hereunder be brought into contribution with insurance purchased by individual Owners, occupants, or their mortgagees.
- (e) All property insurance policies shall have an inflation guard endorsement, if reasonably available, and, if the policy contains a co-insurance clause, it shall also have an agreed amount endorsement.
- (f) The Association's Board of Directors shall be required to use reasonable efforts to secure insurance policies that will provide the following:
 - (i) a waiver of subrogation by the insurer as to any claims against the Association's Board of Directors, officers, employees and manager, the Owners and occupants of Units, and their respective tenants, servants, agents, and guests;

- (ii) a waiver by the insurer of its rights to repair and reconstruct, instead of paying cash;
- (iii) a statement that no policy may be canceled, invalidated, suspended, or subject to nonrenewal on account of any one or more individual Owners;
- (iv) a statement that no policy may be canceled, invalidated, suspended, or subject to nonrenewal on account of any curable defect or violation without prior demand in writing delivered to the Association to cure the defect or violation and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its manager, any Owner, or mortgagee;
- (v) a statement that any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and
- (vi) a statement that the Association will be given at least thirty days prior written notice of any cancellation, substantial modification, or non-renewal.

In addition to the other insurance required by this Article, the Board shall obtain, as a Common Expense, worker's compensation insurance, if and to the extent required by law, directors' and officers' liability coverage, if reasonably available, and a fidelity bond or bonds on directors, officers, employees, and other persons handling or responsible for the Association's funds, if reasonably available. The amount of fidelity coverage shall be determined in the directors' best business judgment but, if reasonably available, may not be less than one-sixth (1/6) of the annual Base Assessments on all Units, plus reserves on hand. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and shall require at least 30 days' prior written notice to the Association of any cancellation, substantial modification, or non-renewal.

10.2 Damage and Destruction.

- (a) Immediately after damage or destruction by fire or other casualty to all or any part of the Common Property covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed Common Property. Repair or reconstruction, as used in this paragraph, means repairing or restoring the Common Property to substantially the same condition in which it existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes.
- (b) Any damage or destruction to the Common Property shall be repaired or reconstructed unless the Members representing at least seventy-five (75%) percent of the total Class A vote of the Association shall decide within 60 days after the casualty not to repair or reconstruct. No mortgagee shall have the right to participate in the determination of whether the damage or destruction to Common Property shall be repaired or reconstructed.
- (c) In the event that it should be determined in the manner described above that the damage or destruction to the Common Property shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the affected portion of the Common Property shall be cleared of all debris and ruins and maintained by the Association in a neat and attractive landscaped condition.

10.3 Disbursement of Proceeds.

If the damage or destruction for which the proceeds of insurance policies held by the Association are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs of repair or reconstruction shall be retained by and for the benefit of the Association and placed in a capital improvements account. In the event no repair or reconstruction is made, the

proceeds shall be retained by and for the benefit of the Association and placed in a capital improvement account.

10.4 Repair and Reconstruction.

If the damage or destruction to the Common Property which insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Members, levy a Special Assessment against the Owners.

10.5 Property Insured by Owners; Damage and Destruction.

Each Owner acknowledges and agrees that the Declarant shall have no obligation to insure the Owner's Unit. Each Owner shall carry appropriate liability and casualty insurance or cause such insurance to be carried by another entity. Each Owner fully covenants and agrees that in the event of loss or damage and destruction of Improvements on the Owner's Unit, the Owner shall proceed promptly either (a) to repair or reconstruct the damaged structure in a manner consistent with the original construction or in such manner as may be approved in accordance with the provisions of Article 9 hereof; or (b) to clear the Unit of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction and thereafter to maintain the Unit in a neat and attractive condition.

Article 11. Right to Re-Purchase.

There is reserved to and granted to the Declarant an irrevocable option to purchase from the respective original grantees, or successor grantees, or any one of them, any undeveloped building site sold by the Declarant to grantee(s) at and for the purchase price paid therefore by such original grantee plus any real estate taxes paid by such grantee(s), in the event construction of a building upon such building site has not been commenced within two years from the date of the original deed of acquisition of such building site, as a result of inaction by such grantee. Title to such building site shall be free and clear of all liens and encumbrances excepting only such liens and encumbrances which existed on the date the building site was initially transferred by Declarant to the original grantee.

Article 12. Condemnation.

Whenever all of any part of the Common Property shall be taken by any authority having the power of condemnation or eminent domain, the Association shall represent the Owners. The award made for such taking shall be payable to the Association.

Article 13. Annexation and Withdrawal of Property.

13.1 Annexation Without Approval of Class A Membership.

Declarant shall have the unilateral right, privilege, and option, from time to time at any time until all Additional Property has been subjected to this Declaration or December 31, 2018, whichever is earlier, to subject to the provisions of this Declaration and the jurisdiction of the Association all or any portion of the Additional Property. Such annexation shall be accomplished by recording a Supplemental Declaration annexing such property in the Public Records. Such Supplemental Declaration shall not require the consent of Members, but shall require the consent of the owner of such property, if other than Declarant. Any such annexation shall be effective upon the recording of such Supplemental Declaration unless otherwise provided therein. Declarant shall have the unilateral right to transfer to any other person the right, privilege, and option to annex the Additional Property which is herein reserved to Declarant, provided that such transferee or assignee shall be the developer of at least a portion of the real property described in Exhibits A or B and that such transfer is memorialized in a written, recorded instrument executed by the Declarant.

13.2 Annexation With Approval of Class A Membership.

Subject to the consent of the owner thereof, the Association may annex real property (or any interest therein) other than the Additional Property, and following the expiration of the right in Article 13.1 hereof, the Additional Property, to the provisions of this Declaration and the jurisdiction of the Association. Such annexation shall require the affirmative vote of Members representing a majority of the Class A votes of the Association (other than those held by Declarant) present at a meeting duly called for such purpose and of the Declarant, so long as Declarant owns property subject to this Declaration or which may become subject hereto in accordance with Article 13.1 hereof.

Annexation shall be accomplished by recording a Supplemental Declaration describing the property being annexed in the Public Records. Any such Supplemental Declaration shall be signed by the President and the Secretary of the Association, and by the owner of the property being annexed, and any such annexation shall be effective upon recording unless otherwise provided therein. The relevant provisions of the Bylaws dealing with regular or special meetings, as the case may be, shall apply to determine the time required for and the proper form of notice of any meeting called for the purpose of considering annexation of property pursuant to this Article and to ascertain the presence of a quorum at such meeting.

13.3 Acquisition of Additional Common Area.

Declarant may convey to the Association additional real estate, improved or unimproved, located within the properties described in Exhibits A or B, which upon conveyance or dedication to the Association shall be accepted by the Association and thereafter shall be maintained by the Association at its expense for the benefit of all its Members.

13.4 Additional Covenants and Easements.

The Declarant may unilaterally subject any portion of the property submitted to this Declaration by Supplemental Declaration to additional covenants and easements. Such additional covenants and easements shall be set forth in a Supplemental Declaration filed either concurrent with or after the annexation of the subject property, and shall require the written Consent of the owner(s) of such property, if other than the Declarant.

13.5 Withdrawal of Property.

Subject to the consent of the Owner thereof, the Association may withdraw real property from the provisions of this Declaration. Such withdrawal shall require the affirmative vote of Members representing at least two-thirds of the Class A votes of the Association present at a meeting duly called for such purpose and of the Declarant, so long as Declarant owns property subject to this Declaration or which may become subject hereto in accordance with Article 13.1 hereof.

Withdrawal shall be accomplished by recording a Supplemental Declaration describing the property being withdrawn in the Public Records. Any such Supplemental Declaration shall be signed by the President and the Secretary of the Association, and by the Owner of the property being withdrawn, and any such withdrawal shall be effective upon recording unless otherwise provided therein. The relevant portions of the Bylaws dealing with regular or special meetings, as the case may be, shall apply to determine the time required for and the proper form of notice of any meeting called for the purpose of considering withdrawal of property pursuant to this Article and to ascertain the presence of a quorum at such meeting.

13.6 Amendment.

This Article shall not be amended without the prior written consent of Declarant, so long as the Declarant owns any Property described in Exhibits A or B hereof.

Article 14. Mortgagee Provisions.

The provisions of this Article shall apply to both this Declaration and the Bylaws, notwithstanding any other provisions contained therein.

14.1 No Priority.

Notwithstanding any other provisions of this Declaration, it is hereby provided that a breach of this Declaration by any Owner shall not defeat or render invalid the lien of a mortgage or deed of trust made in good faith and value as to a Unit or any portion thereof. Any lien which the Association may have on any Unit for the nonpayment of Assessments attributable to such Unit will be subordinate to the lien or equivalent security interest of any mortgage on the Unit recorded prior to the date any such Assessments became due.

No provision of this Declaration shall be construed as giving any Owner or other party priority over any rights of the first Mortgagee of any Unit in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or taking of property.

14.2 Notices to Eligible Lenders.

Any Eligible Lender holding a first mortgage on a Unit, or portion thereof, shall be given notice of the following events if it delivers to the Association a written request that they receive such notices, together with a complete and accurate description of the Unit subject to its mortgage and an accurate address for such Eligible Lender:

- a. Any delinquency in the payment of Assessments or charges owed and any other default in the performance of an obligation set forth in this Declaration by an Owner of a Unit subject to a first mortgage held, insured, or guaranteed by such Eligible Lender, which remains uncured for a period of 60 days;
- b. Any proposed action which would require the consent of a specified percentage of Eligible Lenders;
- c. "Eligible Lenders" shall mean and refer to the holder, insurer, or guarantor of a first lien on a Unit, who has requested notice of matters affecting the interest of such lender, insurer, or guarantor.

14.3 Notice to Association.

Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any mortgage encumbering such Owner's Unit.

14.4 Failure of Mortgagee to Respond.

Any Mortgagee who receives a written request as herein provided from the Association to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within 15 days of the date of receipt of the Association's request. All written requests from the Association shall be personally delivered (including commercial courier service) or mailed, postage prepaid, certified mail, return receipt requested.

Article 15. Easements.

15.1 Reserved to Declarant.

The Declarant shall have the right to assign and convey, in whole or in part, the easements reserved by it hereunder to one or more public utility companies, quasi-public companies, or relevant governmental authorities.

The following easements shall be reserved to the Declarant, its successors and assigns:

- a. Easements, licenses, franchises, permits for installation, maintenance, repair and removal of utilities, public rights-of-way, drainage facilities, and access rights for fire protection services and other similar services over, under and across the Property, as specifically set forth on recorded plats of the Property and portions thereof, or as set forth in other documents of record in the Public Records.
- b. Full right of ingress and egress at all times over the Property to the extent reasonably necessary for the installation, operation, maintenance, repair or removal of any utility or drainage facility contained within any of the aforesaid easements.
- c. Full right of ingress and egress at all times over the Property as may be reasonably required to remove any obstruction that may be placed in such easements without the approval of the Declarant or the owner of the relevant easement, where such unauthorized obstruction would constitute interference with the use of such easement or with the use, maintenance, operation or installation of such utility or other services, as aforesaid.
- d. Full rights of ingress and egress shall be held by the Association at all times over and upon each Unit for emergency, security, and safety in accordance with the provisions hereof, for carrying out the Association functions, duties and obligations hereunder, and may be exercised by all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours, after notice to the Owner, shall be made with as little inconvenience to the

Owner as practical, and any damage caused thereby shall be repaired by the entering party. This right of entry shall include the right of the Association to enter to cure any condition which may increase the possibility of a fire, slope erosion, or other hazard in the event the Owner or occupant fails or refuses to cure the condition upon written request of the Association.

15.2 Easements for Encroachment and Overhang.

There shall be reciprocal appurtenant easements for encroachment and overhang between each Unit and such portion or portions of the Common Property adjacent thereto or between adjacent Units due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of this Declaration) to a distance of not more than five feet, as measured from any point on the common boundary between each Unit and the adjacent portion of the Common Property or as between adjacent Units, as the case may be, along a line perpendicular to such boundary at such point; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful conduct on the part of an Owner, occupant or the Declarant.

15.3 Easement for Maintenance of Common Property.

To maintain the Common Property there shall be a maintenance easement that involves the entire Common Property area.

15.4 Easements for Use and Enjoyment of Common Property.

Every Owner shall have a right and easement of ingress and egress, use and enjoyment in and to the Common Property which shall be appurtenant to and shall pass with the title to his Unit, subject to the following provisions:

- a. The right of the Association to limit the number of guests who may use the Common Property, to allow persons, such as persons living or working in the vicinity of the Property, to use the Common Property on a regular or temporary basis and to charge or not charge such persons a user fee thereof, and to provide for the exclusive use and enjoyment of specific portions thereof at certain designated times by an Owner, his tenants, guests, occupants, and invitees;

- b. The right of the Association to suspend the voting rights of an Owner and the right of an Owner to use the Common Property (other than for ingress and egress to the Owner's Unit) for any period during which any Assessment which is herein provided for remains unpaid.
- c. The right of the Association to dedicate or transfer all or any portion of the Common Property subject to such conditions as may be agreed to by the Owners. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer has been approved by at least a majority of the ownership vote present, in person or by proxy, at a meeting duly called for such purpose (or, if a meeting is not called, upon the affirmative vote of at least a majority of the votes cast in a referendum on the issue).
- d. An Owner's right of use and enjoyment in and to the Common Property and facilities located thereon shall extend to his tenants, invitees and guests, subject to the above Association's limitations of use restrictions. An Owner shall be deemed to have made a delegation of all such rights to the occupants of such Owner's Unit, if leased.

Article 16. General Provisions.

16.1 Powers and Duties of the Association.

In addition to the powers and duties provided for elsewhere in this Declaration, the Association, for the mutual benefit of the Owners, shall have the following powers and duties:

- a. Take such action to enforce the terms and provisions of this Declaration by appropriate means, including, but not limited to:
 - (1) the expenditure of funds;
 - (2) the employment of legal counsel, accounting services and management services; and
 - (3) the commencement of legal causes of action and the promulgation and enforcement (by injunction or a suit for damages) of this Declaration.

- b. Maintain and otherwise manage all Common Property and all facilities, improvements and landscaping thereon;
- c. Obtain, for the benefit of the Common Property, landscape maintenance services and other services, which in the opinion of the Association shall be necessary and proper;
- d. Borrow funds to pay costs of operation secured by assignment or pledge of its rights against delinquent Owners;
- e. Enter into contracts for legal, management and accounting services, to maintain one or more bank accounts, and generally have the powers necessary or incidental to the operation and management of the Common Property.
- f. Enter into contracts for security services for all or portions of the Property.
- g. In order to not unduly impede the further development of the Property, monitor existing and potential future use of the Property and their effects on water and wastewater capacity.
- h. Take action to protect or defend the Property from loss or damage by suit or otherwise;
- i. Establish and maintain a working capital and contingency fund;
- j. Make available, upon written request, to each Owner and any Eligible Lender within 60 days after the end of each fiscal year, an annual report;
- k. Delegate its powers and duties to committees, officers or employees, to employ a manager or other persons and to contract with independent contractors or managing agents who have professional experience to perform all or any part of the duties and responsibilities of the Association; provided, that any contract with a person or entity appointed as manager or managing agent shall be terminable without cause on not more than 30 days written notice by the Association.

16.2 Enforcement.

Each Owner and every occupant shall comply strictly with the Bylaws, rules and regulations, all as may be amended or modified from time to time, and with this Declaration, as may be amended from time to time.

Enforcement of the provisions of this Declaration shall be by any proceeding at law or equity against any persons or persons violating or attempting to violate them, or to recover damages, or to enforce any lien created by this Declaration.

The Association may impose fines or other sanctions, which shall be collected as provided herein for the collection of Assessments. Failure to comply with this Declaration shall be grounds for an action to recover sums due for damages or injunctive relief, or both.

Failure of the Association or any Owner to enforce any provisions of this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

The Association shall have the right to record in the appropriate Public Records a notice of violation of the Declaration, and to assess the cost of recording and removing such notice against the Owner who is responsible (or whose occupants are responsible) for violating the foregoing.

16.3 Self-Help.

In addition to any other remedies provided for herein, the Association or its duly authorized agent shall have the power to enter upon a Unit or any portion of the Property to abate or remove, using such force as may be reasonably necessary, any erection, thing or condition which violates this Declaration. Except in the case of emergency situations and towing, the Association shall give the violating Owner or occupant ten days written notice of its intent to exercise self-help. All cost of self-help shall be assessed against the violating Owner or occupant and shall be collected as provided herein for the collection of Assessments.

16.4 Term.

The covenants and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and shall be enforceable by the Association or the Owner of any property subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of 30 years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten years, unless an instrument in writing, signed by a majority of the then Owners, has been recorded within the year preceding the beginning of each successive period of ten years, agreeing to change said covenants and restrictions, in whole or in part, or to terminate the same, in which case this Declaration shall be modified or terminated as specified therein.

16.5 Amendment.

Prior to the conveyance of the first Unit, Declarant may unilaterally amend this Declaration. After such conveyance, the Declarant may unilaterally amend this Declaration at any time and from time to time if such amendment is (a) necessary to bring any provision hereof into compliance with any applicable governmental statutes, rule or regulation, or judicial determination; (b) necessary to enable any reputable title insurance company to issue title insurance coverage on the Units; or (c) necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Units; provided, however, any such amendment shall not adversely affect the title to any Unit unless the Owner shall consent thereto in writing.

Thereafter and otherwise, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Members representing seventy-five (75%) percent of the total Class A votes in the Association, including seventy-five (75%) percent of the Class A votes held by Members other than the Declarant, and the consent of the Class B Member, so long as such membership exists. Any amendment to be effective must be recorded in the Public Records.

If an Owner consents to any amendment to this Declaration or the Bylaws, it will be conclusively presumed that such Owner has the authority so to consent and no contrary provision in any mortgage or contract between the Owner and a third party will affect the validity of such amendment.

No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege.

16.6 Partition.

The Common Property shall remain undivided, and no Owner nor any other person shall bring any action for partition or division of the whole or any part thereof, except as provided in Article 15.4 hereof, without the written consent of all Owners, the written consent of all the Eligible Mortgagees, and the consent of the Declarant.

16.7 Severability.

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

16.8 Headings.

The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration.

16.9 Books and Records.

This Declaration, the Bylaws, the Articles of Incorporation, copies of rules and regulations, Design Guidelines, membership register, books of account, and minutes of meetings shall be made available for inspection and copying by any Owner or his duly appointed representative at any reasonable time and for a purpose reasonably related to his interest as an Owner.

16.10 Use of Words "Cumberland Valley Business Park."

No person shall use the words "Cumberland Valley Business Park" or any derivative thereof in the name of any commercial and or industrial building or any business or enterprise or in any printed or promotional material without the prior written consent of the Declarant. However, Owners or occupants may use the term "Cumberland Valley Business Park" in printed or promotional matter

where such term is used solely to specify that the particular property is located within the Cumberland Valley Business Park.

16.11 Variance and Waiver.

Notwithstanding anything to the contrary contained herein, the Association shall be authorized to grant individual variances or waivers from any of the provisions of this Declaration, except the provisions of Article 5 hereof regarding Assessments, if it determines that a variance or waiver of application or enforcement of the provision in a particular case would not be inconsistent with the overall scheme of development for the Property; provided that such variance or waiver does not violate any municipal, state or Federal regulation. Such variance or waiver shall not constitute a variance or waiver from any governmental or other entity's rules and regulations.

16.12 Dispute Resolution.

Matters of dispute or disagreement among Owners with respect to interpretation or application of the provisions of this Declaration shall be determined by the Association, whose reasonable determination shall be final and binding upon all Owners.

Any decision rendered by a designee of the Board may be appealed to the full Board.

Any decision rendered by the Development Review Committee may be appealed to the Association.

16.13 Cumulative Effect.

The provisions of this Declaration shall be cumulative with the provisions of any applicable Supplemental Declaration. The Association shall have the standing and authority to enforce the provisions of any Supplemental Declaration.

16.14 Owner's Compliance.

Every Owner, tenant or occupant of a Unit shall comply with the provisions of this Declaration, the Bylaws and any rules and regulations of the Association.

Failure to comply shall be grounds for an action to recover sums due, for damages and fines, or for injunctive relief, or for any other remedy available at law or in equity maintainable by the Association or, in a proper case, by an aggrieved Owner. In addition, the Association may avail itself of any and all remedies provided in this Declaration or the Bylaws. All agreements and determinations lawfully made by the Association shall be deemed to be binding on all Owners, their successors and assigns.

16.15 Notice of Sale or Transfer of Title.

In the event that any Owner desires to sell or otherwise transfer title to his or her Unit, such Owner shall give the Board of Directors at least seven days prior written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Board of Directors may reasonably require. Until such written notice is received by the Board of Directors, the transferor shall continue to be jointly and severally responsible for all obligations of the Owner of the Unit hereunder, including payment of Assessments, notwithstanding the transfer of title to the Unit.

16.16 Proper Notice to Owner or Eligible Lender.

Except as set forth, notice required to be given to any Owner or Mortgagee under the provisions of this Declaration shall be deemed to have been properly delivered when deposited in the United States mail, postage prepaid, addressed to the last known address of the person who appears as the Owner or Mortgagee on the records of the Association at the time of such mailing. In the event that there are multiple Owners or Mortgagees with respect to a Unit, the Association shall be obligated to send notice to only one of the multiple Owners and one of the multiple Mortgagees, except that in the case of multiple separate Mortgagees. Notice to one shall be deemed notice to all. Multiple Owners and Mortgagees may designate one of their group as the person entitled to notice by so notifying the Association in writing of such person and the address thereof. If no such person is designated, the Association may notify any one of such multiple Owners or Mortgagees. Notices of past due Assessments, or the intention to institute any of the punitive provisions hereof, or any sanctions to be imposed hereunder, or of any violations of this Declaration shall be sent to the affected person or entity by certified mail, return receipt requested and addressed as aforesaid.

IN WITNESS WHEREOF, this Declaration is executed on the above date.

LETTERKENNY INDUSTRIAL DEVELOPMENT
AUTHORITY, INC.

By: Robert B. Zullinger, Chairman

Attest: Deborah A. Garvin

I hereby CERTIFY that this document is
recorded in the Recorder's Office of
Franklin County, Pennsylvania.



Linda Miller
Linda Miller
Recorder of Deeds

COMMONWEALTH OF PENNSYLVANIA)
) SS:
 COUNTY OF Franklin)

On this, the 13th day of January, 1999, before me, the undersigned officer, personally appeared Robert H. Zullinger who acknowledged himself to be Chairperson of Letterkenny Industrial Development Authority, a Pennsylvania industrial development authority, and that he, as such officer being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the authority by himself as such Chairperson.

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

Bonita R. McNew
 Notary Public

