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DECLARATION OF RIGHTS, EASEMENTS,  
COVENANTS, CONDITIONS, AFFIRMATIVE OBLIGATIONS  
AND RESTRICTIONS APPLICABLE TO POCONO  
MOUNTAINS CORPORATE CENTER EAST

RECORDS OF DEEDS  
MONROE COUNTY  
PENNSYLVANIA  
INSTRUMENT NUMBER  
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RECORDED ON  
JAN 18 2007  
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RECORDING FEE \$187.00  
STATE WITL FEE \$0.50  
COUNTY ARCHIVES FEE \$1.00  
REC'D ARCHIVES FEE \$1.00  
TOTAL \$199.50

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DECLARATION OF RIGHTS, EASEMENTS, COVENANTS,  
CONDITIONS, AFFIRMATIVE OBLIGATIONS AND RESTRICTIONS  
APPLICABLE TO POCONO MOUNTAINS CORPORATE CENTER EAST

THIS DECLARATION, made this 18<sup>th</sup> day of January, 2002 by POCONO MOUNTAINS INDUSTRIES, INC., a Pennsylvania not-for-profit corporation.

WITNESSETH:

**INTRODUCTION**

- A. Pocono Mountains Industries, Inc. ("DECLARANT") is the owner of certain real property situate in Coolbaugh Township, Monroe County, Pennsylvania more fully described in Exhibit "A" attached hereto and made part hereof by this reference which is hereinafter referred to in THIS DECLARATION as the PREMISES.
- B. The DECLARANT desires that the PREMISES be held, sold and conveyed subject the provisions of this DECLARATION.

NOW THEREFORE Pocono Mountains Industries, Inc. hereby declares that the PREMISES shall be held, sold and conveyed subject to the rights, affirmative obligations, easements, covenants, conditions, restrictions, reservations, liens, and charges contained herein, all of which are hereby established for the purpose of enhancing and protecting the value, desirability, marketability and attractiveness of the PREMISES and the LOTS and IMPROVEMENTS situate therein and thereon. These rights, affirmative obligations, easements, covenants, restrictions, liens, charges and conditions shall run with the LAND and shall be binding upon all parties acquiring any right, title or interest in the PREMISES or any part thereof, including, without limitation, the LOTS, and shall inure to the benefit of each OWNER thereof.

**ARTICLE I**  
**GENERAL PROVISIONS**

- 1.1 PURPOSE. The purpose of THIS DECLARATION is to create and impose standards, controls, goals, and criteria for the development and improvement of LOT and/or any IMPROVEMENTS so as to create a desirable, efficient and attractive setting for the location and conduct of business, commercial, and industrial enterprises in a harmonious relationship. The development created and established by THIS DECLARATION are intended not only to create and facilitate that harmonious relationship, but are also intended to encourage

architectural and development consistency to achieve the purposes of THIS DECLARATION.

- 1.2 PARTIAL INVALIDITY. The invalidation of any portion or provision of THIS DECLARATION by final judgment or order of court shall not affect the remaining provisions of THIS DECLARATION, which shall remain in full force and effect.
- 1.3 GOVERNMENT REGULATIONS. In addition to complying with the provisions of the THIS DECLARATION the OWNER of each LOT and any IMPROVEMENT thereon shall at such OWNER'S cost be solely and exclusively responsible for complying with GOVERNMENT REGULATIONS.

## **ARTICLE II** **DEFINITIONS**

The following capitalized words, phrases and terms, when used in THIS DECLARATION, any SUPPLEMENTARY DECLARATION, or any Amendment or Supplement to either, shall have the following meanings and definitions:

- 2.1 ADDITIONAL PROPERTY. 'ADDITIONAL PROPERTY' shall mean:  
(i) any tract, piece or parcel of land which is situate within two thousand (2,000) linear feet of the INITIAL PROPERTY or is contiguous or adjacent to the INITIAL PROPERTY; or (ii) any lot, piece, or parcel of land which at any time hereafter is annexed to the scheme of THIS DECLARATION pursuant to the provisions of Article IX below.
- 2.2 ANNEXATION PERIOD. 'ANNEXATION PERIOD' shall mean the period of time commencing upon the date of recording of THIS DECLARATION and expiring upon the last to occur of either:
  - (a) Twenty (20) years after the date of recording of THIS DECLARATION if no SUPPLEMENTARY DECLARATION has been recorded to annex any ADDITIONAL PROPERTY to the scheme of THIS DECLARATION during such twenty (20) year period, or
  - (b) Twenty (20) years after the date of recording of the last SUPPLEMENTARY DECLARATION.

## EXHIBIT "A"

ALL THOSE CERTAIN tracts, pieces or parcels of land lying, situate, and being in Coolbaugh Township, Monroe County, Commonwealth of Pennsylvania, bounded and described as follows, to wit:

### Tract No. 1

Beginning at a spike at the intersection of Pa. Route 196 and T.R. No. 589, known as Green Road, as shown on a map entitled "Minor Subdivision, lands of Worldwide Church of God", recorded in Plot Book Vol. 59, Page 131; thence in and along Green Road N 59° 30' 26" W 3782.75 feet to a spike; thence leaving Green Road and along lands of Topp Copying Products, Inc. N 89° 25' 57" W (at 60.00 feet passing an iron pipe) 968.19 feet to an iron pipe on the Easterly R.O.W. line of Hemlock Drive; thence along the Easterly R.O.W. line of Hemlock Drive S 09° 30' 32" E 218.78 feet to an iron pipe at the intersection with the Easterly R.O.W. line of U.S. Route No. 611; thence along the Easterly R.O.W. line of U.S. Route No. 611 S 29° 07' 22" E 661.93 feet to an iron pipe; thence leaving said U.S. Route No. 611, along lands of Bertram Schwartz and also along lands of Anthony H. Surtasky S 49° 30' 25" E 769.25 feet to an iron pipe; thence along lands of Mt. Pocono Airport Authority, H.J. Davis, Inc. and Top of the Mountain Construction Corp. S 49° 12' 41" E 3753.49 feet to an iron pipe; thence S 49° 11' 35" E 20.00 feet to a point near the middle of said Pa. Route No. 196; thence in and along Pa. Route No. 196 and also along Tract No. 2 N 11° 16' 48" E 602.30 feet to a point; thence by the same and partly along said Tract No. 2 N 14° 01' 51" E 1277.01 feet to the place of Beginning, containing 138.36 acres more or less being all of Tract No. 1 as shown on the above-described subdivision map.

### Tract No. 2

Beginning at a point near the middle of Pa. Route No. 196, said point being also the most Southerly corner of Tract No. 1 as shown on maps titled "Minor Subdivision Lands of Worldwide Church of God" recorded in Plot Book Volume 59, Pages 132 & 133, thence in and along Pa. Route No. 196 and along said Tract No. 1 N 11° 16' 48" E 602.30 feet to a point; thence by the same N 14° 01' 51" E 290.00 feet to a point; thence leaving Pa. Route No. 196, along lands of Albert K. Michaels and lands of High Point Gardens S 54° 07' 51" E (at 32.32 feet passing an iron pipe) 1620.00 feet to an iron pipe; thence along lands of High Point Gardens N 46° 13' 42" E 397.12 feet to an iron pipe; thence along lands of Miles Weaver Subdivision N 44° 28' 13" E 804.09 feet to an iron pipe; thence along lands of Mushroom Farm Subdivision N 46° 49' 08" E 203.91 feet to a stone corner; thence by the same N 46° 40' 46" E 869.89 feet to an iron pipe; thence along lands of Rose M. Capiello N 46° 17' 35" E 306.07 feet to a stone corner; thence along lands of Pocono Farms East, Section 3 N 42° 17' 09" E 935.95 feet to an iron pipe and stones; thence along lands of Pa. State Game Lands No. 221 S 45° 00' 58" E 853.07 feet to a stone corner; thence by the same S 45° 40' 00" W 3309.74 feet to a stone corner; thence along

lands of John Wojciechowski S 46° 00' 46" W 1128.80 feet to an iron pipe; thence along lands of Pine Hill Park, Section 4 N 45° 05' 58" W 777.51 feet to an iron pipe; thence along lands of Pobar Enterprises N 49° 11' 35" W (at 1097.16 feet passing an iron pipe) 1131.64 feet to the place of Beginning. Containing 109.70 acres more or less being all of Tract No. 2 as shown on the above-described subdivision maps.

TRACTS NOS. 1 AND 2 BEING THE SAME PREMISES which the Redevelopment Authority of the County of Monroe, a public body corporate and politic, by its Deed dated November 17, 1999 and recorded November 30, 1999 in the Office for the Recording of Deeds, etc., at Stroudsburg, Pennsylvania, in and for the County of Monroe, in Record Book Volume 2072, Page 3565, granted and conveyed unto Pocono Mountains Industries, Inc., a Pennsylvania non-profit corporation, Grantor hereof, in fee.

UNDER AND SUBJECT TO the conditions, restrictions and limitations hereinafter set forth that shall be considered as covenants running with the land/structures binding on the Grantee and its successors and assigns:

1. The Premises shall be used for either or both corporate center office or light industrial purposes; and accessory and related uses, as more fully defined in the October 15, 1999 Redevelopment Agreement referred to below; and
2. Grantee, or the then current owner, shall not execute any covenant, agreement, lease, conveyance or other instrument nor discriminate in the use, sale, or lease of the Premises, or any part thereof, on the basis of, or because of, age, race, sex, color, religion or national origin.

BEING FURTHER SUBJECT TO all terms, conditions and provisions of the Redevelopment Agreement between The Redevelopment Authority of the County of Monroe and Pocono Mountains Industries, Inc., dated October 15, 1999 and Recorded in the aforesaid Recorder's Office in Record Book Volume 2072, Page 3569, etc.

### **Tract No. 3**

BEGINNING at a post in stones which is the most southerly corner of land now or formerly of George Thomas Tombkeys, et ux and in line of the Lynch Corporation; thence along land of Nellie G. Sharbaugh, North forty-eight degrees forty-five minutes East (N 48° 45' E) one hundred forty (140) feet to a stake in stones; thence along the same and the southerly side of a reserved sixteen foot roadway, North forty-two degrees West (N 42° W) five hundred sixty-seven and five-tenths (567.5) feet to the outer edge of the concrete ditch on the easterly side of the present Lackawanna Trail Number 611; thence following the easterly edge of said concrete ditch; South twenty-five degrees thirty minutes East (S 25° 30' E) five hundred two feet to a stake; thence along land of the Lynch Corporation and partly in the Trail

right of way, South forty-two degrees East (S 42° E) eighty-four (84) feet to the PLACE OF BEGINNING. CONTAINING 1.07 acres, more or less.

TRACT NO. 3 BEING THE SAME PREMISES which Bertram Schwartz and Arlene M. Schwartz, husband and wife, by their Deed dated May 22, 2001, and recorded May 24, 2001, in the aforesaid Recorder's Office in Record Book Volume 2096, Page 8565, granted and conveyed unto Pocono Mountains Industries, Inc., a Pennsylvania Not for Profit Corporation, Grantor hereof, in fee.

- 2.3 ARTICLES. 'ARTICLES' shall mean the Articles of Incorporation of the ASSOCIATION as said ARTICLES are amended from time to time.
- 2.4 ASSOCIATION. 'ASSOCIATION' shall mean and refer to a Pennsylvania not-for-profit corporation that may be formed by the DECLARANT pursuant to the provisions of Article X of THIS DECLARATION and any successor(s) to or assignee(s) of such entity.
- 2.5 ASSOCIATION RULES. 'ASSOCIATION RULES' shall mean the rules and regulations adopted by the ASSOCIATION pursuant to Section 10.7 of THIS DECLARATION.
- 2.6 AUTHORITY. AUTHORITY shall mean the shall mean and refer to the Redevelopment Authority of the County of Monroe, a body politic and corporate, organized and existing under the laws of the Commonwealth of Pennsylvania, with an office and place of business situate at 37 South Courtland Street, East Stroudsburg, Monroe County, Pennsylvania 18301.
- 2.7 BOARD. 'BOARD' shall mean the Board of Directors of the ASSOCIATION.
- 2.8 BUILDING AREA. 'BUILDING AREA' for purposes of THIS DECLARATION shall mean and refer to the habitable area of any IMPROVEMENT exclusive of basements, underground levels, crawlspaces, attics, and garages.
- 2.9 BY LAWS. 'BY LAWS' shall mean the BY-LAWS of the ASSOCIATION adopted pursuant to Section 10.11 of THIS DECLARATION as such BY-LAWS may be amended from time to time.
- 2.10 CONTRACT. 'CONTRACT' shall mean and refer to that certain instrument entitled "Redevelopment Contract" dated October 15, 1999 between the AUTHORITY and the DECLARANT which is recorded in the RECORDER'S OFFICE in Record Book Volume 2072, Page 3569, etc., and all amendments to the CONTRACT which may be adopted from time to time.
- 2.11 CORPORATE CENTER. 'CORPORATE CENTER' shall mean the PREMISES and all LOTS and IMPROVEMENTS therein situate.
- 2.12 CORPORATE CENTER DECLARATION. 'CORPORATE CENTER DECLARATION' shall mean THIS DECLARATION.

- 2.13 DECLARANT. 'DECLARANT' shall mean and refer to POCONO MOUNTAINS INDUSTRIES, INC. a Pennsylvania not-for-profit corporation and any SUCCESSOR DECLARANT.
- 2.14 DECLARANT'S RESERVED POWERS. 'DECLARANT'S RESERVED POWERS' shall mean and refer to any right, privilege or power expressly reserved to DECLARANT in THIS DECLARATION.
- 2.15 DECLARATION. 'DECLARATION' or 'THIS DECLARATION' shall mean and refer to this Declaration of Rights, Easements, Covenants, Conditions, Affirmative Obligations and Restrictions applicable to POCONO MOUNTAINS CORPORATE CENTER EAST, as amended from time to time, and together with any and all SUPPLEMENTARY DECLARATIONS which may be recorded from time to time pursuant to the provisions of THIS DECLARATION.
- 2.16 DESIGN REVIEW COMMITTEE. 'DESIGN REVIEW COMMITTEE' shall mean a committee created pursuant to Article VIII hereof.
- 2.17 DESIGN REVIEW COMMITTEE RULES AND REGULATIONS. 'DESIGN REVIEW COMMITTEE RULES' shall mean the rules and regulations adopted by the DESIGN REVIEW COMMITTEE.
- 2.18 EMPLOYEE. 'EMPLOYEE' is defined for purposes of THIS DECLARATION as a natural person who works a minimum of 1,950 hours per year for a single employer.
- 2.19 GOVERNMENT REGULATIONS. 'GOVERNMENT REGULATIONS' shall mean and refer to all applicable laws, regulations and rules of: (i) the United States of America; (ii) the Commonwealth of Pennsylvania; (iii) the County of Monroe, Pennsylvania; (iv) Coolbaugh Township, Monroe County, Pennsylvania; and (v) any agency, authority, or political subdivision of any of the foregoing.
- 2.20 HVAC. 'HVAC' means all heating, ventilating, air conditioning, and air handling equipment of any type, nature or description serving any IMPROVEMENT on any LOT.
- 2.21 IMPROVEMENT. 'IMPROVEMENT' shall mean a building, garage, road, driveway, walkway, PARKING AREA, fence, wall, artificial pool, hedge, planting, planted tree and shrub, and any man made structure of any type, or description or any landscaping improvements of any type, kind, nature or description erected, constructed, or installed in, upon, over, or under any LOT.

- 2.22 IMPROVEMENTS. 'IMPROVEMENTS' shall mean more than one IMPROVEMENT.
- 2.23 INITIAL PROPERTY. 'INITIAL PROPERTY' shall mean the real property described on Exhibit "A" annexed hereto and made part hereof by this reference.
- 2.24 LANDS. 'LANDS' shall refer to any parcel of ground that does not constitute a LOT and which is located within the boundaries of the PREMISES.
- 2.25 LOT. 'LOT' shall mean and refer to any numbered or otherwise designated plot of ground depicted upon the OFFICIAL MAP of the PREMISES.
- 2.26 MASONRY. "MASONRY" shall mean stone work, brick work, or a built up construction of building unit materials made of clay, shale, concrete, glass, gypsum or stone bonded together with or without mortar, grout, MASONRY cement or other recognized and accepted method of joining or combining building unit materials made of the aforesaid substances. MASONRY shall also include EIFS (External Insulation Finish System) materials and other exterior finishes as are first approved by the DESIGN REVIEW COMMITTEE. MASONRY includes a combination of building unit materials such as, for example, an exterior wall constructed of a combination of brick work and stone work. MASONRY does not mean or include products made of wood, metal, or composite materials made of wood or wood products.
- 2.27 OFFICIAL MAP. 'OFFICIAL MAP' shall mean any recorded final subdivision plan of all or any part of the PREMISES as well as any recorded instrument or plan delineating avigation height restrictions applicable all or any part of to the PREMISES and all recorded amendments or revisions to any such recorded plan(s).
- 2.28 OWNER. 'OWNER' shall mean the record owner or owners (including, without limitation, the DECLARANT) of any LOT or LANDS whether such ownership is by: (a) fee simple title; or (b) a life estate; or (c) a tenancy with a term, inclusive of all renewal terms, for a minimum of thirty (30) consecutive year. The term 'OWNER' excludes any person having an interest in any LOT or LANDS solely as security for the performance of an obligation. In the case of a life estate or term of years, the holder (s) of the remainder interest shall be deemed the OWNER of the LOT or LANDS upon the termination of all applicable life estates or term of years. The term 'OWNERS' shall refer to the plural of the term 'OWNER' as defined herein and shall refer to all

such OWNERS unless otherwise limited in a particular context.

- 2.29 PADEP. 'PADEP' shall mean and refer to the Pennsylvania Department of Environmental Protection or any successor body or agency.
- 2.30 PADOT. 'PADOT' shall mean and refer to the Pennsylvania Department of Transportation or any successor body or agency.
- 2.31 PARKING AREAS. 'PARKING AREAS' shall mean and refer to any area on any LOT or LANDS designed to be used for vehicle parking purposes.
- 2.32 PAWC. 'PAWC' shall mean and refer to the Pennsylvania American Water Company, its successors or assigns.
- 2.33 POCONO MOUNTAINS CORPORATE CENTER EAST. 'POCONO MOUNTAINS CORPORATE CENTER EAST' shall mean and refer to the PREMISES.
- 2.34 POCONO MOUNTAINS CORPORATE CENTER EAST PROPERTY DOCUMENTS. 'POCONO MOUNTAINS CORPORATE CENTER EAST PROPERTY DOCUMENTS' shall mean and refer to: (i) THIS DECLARATION; (ii) any SUPPLEMENTARY DECLARATIONS; (iii) the BY-LAWS; (iv) the ARTICLES; (v) the ASSOCIATION RULES; (vi) the DESIGN REVIEW COMMITTEE RULES AND REGULATIONS; and (vii) any and all amendments and/or supplements to any of the foregoing.
- 2.35 PREMISES. 'PREMISES' shall mean and refer to the INITIAL PROPERTY and any ADDITIONAL PROPERTY.
- 2.36 PUBLIC STREET. 'PUBLIC STREET' shall mean and refer to any street, road, or highway open for public use maintained by PADOT and/or by the TOWNSHIP. The term "public road" or words to like effect shall mean a PUBLIC STREET.
- 2.37 RECORDER'S OFFICE. 'RECORDER'S OFFICE' shall mean the Office for the Recording of Deeds, etc., at Stroudsburg, Pennsylvania, in and for the County of Monroe.
- 2.38 SEWER AUTHORITY. 'SEWER AUTHORITY' shall mean any governmental entity, authority, or agency charged with the responsibility of owning and/or operating the Waste Water Treatment Plant serving all LOTS, LANDS, and IMPROVEMENTS in the

CORPORATE CENTER.

2.39 SIGN. `SIGN` shall mean any object, device, display, or structure, or part thereof, situated outdoors or indoors, which is used to advertise, identify, display, direct, or attract attention to an object, person, institution, organization, business, product, service, event, or location by any means, including words, letters, figures, design, symbols, fixtures, colors, illumination, or projected images. A SIGN for purposes of THIS DECLARATION includes one or more of the following types of signs:

- (a) ANIMATED OR MOVING SIGN. Any sign or part of a sign that changes physical position or light intensity by any movement or rotation or that gives the visual impression of such movement or rotation.
- (b) AWNING, CANOPY, OR MARQUEE SIGN. `AWNING, CANOPY, OR MARQUEE SIGN` shall mean a sign that is mounted, painted, or attached to an awning, canopy, or marquee that is otherwise permitted by ordinance.
- (c) BENCH SIGN. `BENCH SIGN` shall mean a sign painted, located on, or attached to any part of the surface of a bench, seat, or chair placed on or adjacent to a public place or roadway.
- (d) BILLBOARD SIGN. `BILLBOARD SIGN` shall mean a sign that directs attention to a business, commodity, service, or entertainment conducted, sold, or offered at a location other than the premises on which the sign is located.
- (e) BULLETIN BOARD SIGN. `BULLETIN BOARD SIGN` shall mean a sign that identifies an institution or organization on the premises of which it is located and that contains the name of the institution or organization, the names of individuals connected with it, and general announcements of events or activities occurring at the institution or similar messages.
- (f) BUSINESS SIGN. `BUSINESS SIGN` shall mean a sign that directs attention to a business or profession conducted, or to a commodity or service sold, offered, or manufactured, or to an entertainment offered on the premises where the sign is located.
- (g) CONSTRUCTION SIGN. `CONSTRUCTION SIGN` shall mean

a temporary sign erected on the premises and which construction is taking place, during the period of such construction, indicating the names of the architects, engineers, landscape architects, contractors or similar artisans, and the owners, financial supporters, sponsors, and similar individuals or firms having a role or interest with respect to the structure or project.

- (h) DIRECTIONAL SIGN. `DIRECTIONAL SIGN` shall mean signs limited to directional messages, principally for pedestrian or vehicular traffic, such as "one-way", "entrance", and "exit".
- (i) DIRECTORY SIGN. `DIRECTORY SIGN` shall mean a sign listing the tenants and occupants of a building or group of buildings and that may indicate their respective professions or business activities.
- (j) FACADE SIGN. See WALL SIGN.
- (k) FLASHING SIGN. `FLASHING SIGN` shall mean any directly or indirectly illuminated sign that exhibits changing natural or artificial light or color effects by any means whatsoever.
- (l) FREESTANDING SIGN. `FREESTANDING SIGN` shall mean any nonmovable sign not affixed to a building.
- (m) GOVERNMENTAL SIGN. `GOVERNMENTAL SIGN` shall mean a sign erected and maintained pursuant to and in discharge of any governmental functions or required by law, ordinance, or other governmental regulation.
- (n) GROUND SIGN. `GROUND SIGN` shall mean any sign, other than a pole sign, in which the entire bottom of the sign structure or the sign itself is in contact with or is close to the ground and is independent of any other structure.
- (o) HOLIDAY DECORATION SIGN. `HOLIDAY DECORATION SIGN` shall mean temporary signs, in the nature of decorations, clearly incidental to and customarily and commonly associated with any national, local, or religious holiday.
- (p) HOME OCCUPATION SIGN. `HOME OCCUPATION SIGN` shall mean a sign containing only the name and occupation of a permitted home occupation.

- (q) IDENTIFICATION SIGN. `IDENTIFICATION SIGN` shall mean a sign giving the nature, logo, trademark, or other identifying symbol; address; or any combination of the name, symbol, and address of a building, business, development, or establishment on the premises where it is located.
- (r) ILLUMINATED SIGN. `ILLUMINATED SIGN` shall mean a sign lighted or exposed to artificial lighting either by lights on or in the sign or directed toward the sign.
- (s) INFLATABLE SIGN. `INFLATABLE SIGN` shall mean any display capable of being expanded by air or other gas and used on a permanent or temporary basis to advertise a product or event.
- (t) MEMORIAL SIGN. `MEMORIAL SIGN` shall mean a sign, tablet, or plaque memorializing a person, event, structure, or site.
- (u) NAMEPLATE SIGN. `NAMEPLATE SIGN` shall mean a sign, located on the premises, giving the name or address, or both, of the owner or occupant of a building or premises.
- (v) OFF-PREMISES SIGN. See BILLBOARD SIGN.
- (w) ON-SITE INFORMATIONAL SIGN. `ON-SITE INFORMATIONAL SIGN` shall mean a sign commonly associated with, and not limited to, information and directions necessary or convenient for visitors coming on to the property, including signs marking entrances and exits, PARKING AREAS, circulation direction, rest rooms, and pickup and delivery areas.
- (x) POLE SIGN. `POLE SIGN` shall mean a sign that is mounted on a freestanding pole or other support so that the bottom edge of the sign face is six feet or more above grade.
- (y) POLITICAL SIGN. `POLITICAL SIGN` shall mean a temporary sign announcing or supporting political candidates or issues in connection with any national, state, or local election.
- (z) PORTABLE SIGN. `PORTABLE SIGN` shall mean a sign that is not permanent, affixed to a building, structure, or the ground.
- (aa) PRIVATE SALE OR EVENT SIGN. `PRIVATE SALE OR EVENT SIGN` shall mean a temporary sign advertising private

sales of personal property, such as "house sales", "garage sales", "rummage sales", and the like, or private not-for-profit events, such as picnics, carnivals, bazaars, game nights, art fairs, craft shows, and Christmas tree sales.

- (bb) PROJECTING SIGN. `PROJECTING SIGN` shall mean a sign that is wholly or partly dependent upon a building for support and that projects more than twelve inches from such building.
- (cc) REAL ESTATE SIGN. `REAL ESTATE SIGN` shall mean a sign pertaining to the sale or lease of the premises, or a portion of the premises, on which the sign is located.
- (dd) ROOF SIGN. `ROOF SIGN` shall mean a sign that is mounted on the roof of a building or that is wholly dependent upon a building for support and that projects above the top walk or edge of a building with a flat roof, the eave line of a building with a gambrel, gable, or hip roof, or the deck line of a building with a mansard roof.
- (ee) SUSPENDED SIGN. `SUSPENDED SIGN` shall mean a sign hanging down from a marquee, awning, or porch that would exist without the sign.
- (ff) TEMPORARY SIGN. `TEMPORARY SIGN` shall mean a sign or advertising display constructed of cloth, canvas, fabric, plywood, or other light material and designed or intended to be displayed for a short period of time.
- (gg) VEHICLE SIGN. `VEHICLE SIGN` shall mean a sign on a vehicle not customarily and regularly used to transport persons, merchandise, or products.
- (hh) VENDING MACHINE SIGN. `VENDING MACHINE SIGN` shall mean any sign, display, or other graphic attached to or part of a coin-operated machine dispensing food, beverages, or other products.
- (ii) WALL SIGN. `WALL SIGN` shall mean a sign fastened to or painted on the wall of a building or structure in such a manner that the wall becomes the supporting structure for, or forms the background surface of, the sign and that does not project more than twelve inches from such building or structure.

2.40 SIGN AREA. `SIGN AREA` shall mean the entire face of a sign,

including the advertising surface and any framing, trim, or molding but not including the supporting structure.

- 2.41 SIGN PROJECTION. 'SIGN PROJECTION' shall mean on a sign attached to a wall, the distance from the exterior wall surface to the sign element farthest distance from such surface.
- 2.42 SUCCESSOR DECLARANT. 'SUCCESSOR DECLARANT' shall mean and refer to any person that: (i) acquires the PREMISES for the purpose of development; and (ii) is designated by DECLARANT as a successor declarant by a written instrument recorded in the RECORDER'S OFFICE. The designation of any person by DECLARANT as a SUCCESSOR DECLARANT may, by its terms be: (a) for a specific designated purpose(s); (b) limited in application to a specific portion(s) of the PREMISES; or (c) a complete transfer of a all of DECLARANT'S rights, benefits, and obligations hereunder or may be subject to such limitations or reservations as DECLARANT may provide such written designation. DECLARANT'S designation of any person as a SUCCESSOR DECLARANT may also include the right of redesignation by such SUCCESSOR DECLARANT to designate further successors. Reference in THIS DECLARATION to "successor DECLARANTS", "successors to DECLARANT", or to "a successor to DECLARANT" are intended to include and to mean SUCCESSOR DECLARANT and are not intended to limit, modify or affect the construction of the term "DECLARANT" as defined in THIS DECLARATION.
- 2.43 SUPPLEMENTARY DECLARATION. 'SUPPLEMENTARY DECLARATION' shall mean the document recorded pursuant to the provisions of Article IX of THIS DECLARATION to effectuate an annexation of ADDITIONAL PROPERTY.
- 2.44 TOWNSHIP. 'TOWNSHIP' shall mean Coolbaugh Township, a Second Class Township and a political subdivision of the Commonwealth of Pennsylvania geographically situate entirely within Monroe County, Pennsylvania.
- 2.45 UNDEVELOPED LOT. 'UNDEVELOPED LOT' shall mean any LOT that has not been improved by the construction of any IMPROVEMENT.
- 2.46 USER CHARGE FEES. 'USER CHARGE FEES' shall mean fees charges, and assessments imposed from time to time by any governmental agency, authority, or entity and/or by any private or publicly held utility, including, without limitation, PAWC, for type of

utility service to any LOT and any IMPROVEMENT on any LOT.

**ARTICLE III**  
**USES**

3.1 PERMITTED USES. Each LOT and IMPROVEMENT may be used for one or more of the following permitted uses subject, however, to: (i) the prior approval of the DESIGN REVIEW COMMITTEE; (ii) the provisions of THIS DECLARATION; and (iii) GOVERNMENT REGULATIONS:

- publishing.
- (a) Light manufacturing including: bakery and printing and publishing.
  - (b) Professional offices.
  - (c) Service establishments including services for repair of electrical and household appliances, clocks, apparel and other similar items.
  - (d) Banks and other financial institutions.
  - (e) Insurance and/or real estate offices.
  - (f) Indoor and outdoor commercial recreation.
  - (g) Cultural activities including museums and art galleries.
  - (h) Public schools, parochial schools, institutions of higher education, private schools which do not provide corrective, rehabilitative or remedial care or instruction.
  - (i) Accessory parking not located on the same lot with the principal use.
  - (j) Radio or television studio.
  - (k) Indoor movie theaters.
  - (l) Business offices.
  - (m) Conference facilities.
  - (n) Hospitals, medical clinics, or physical rehabilitation facilities.

- (o) Personal service shops.
- (p) Assembly of electronic or scientific equipment.
- (q) Manufacturing of garments.
- (r) Eating and/or drinking establishments.
- (s) Assembly, repair and/or packing of products made from previously prepared materials, products, components and parts such as cloth, plastic, food, paper, glass, leather, stones and electric components.
- (t) Research and engineering testing laboratories.
- (u) Garage parking and off street PARKING AREAS.
- (v) Day care facilities for children of employees.
- (w) Restaurant, cafeteria or personal service shops.
- (x) Recreational facilities for employees.
- (y) Customary accessory uses and buildings provided such are clearly incidental to the principal use.

If any of the foregoing uses are defined in the TOWNSHIP Zoning Ordinance in effect as of the date of the CONTRACT, then the definitions in Ordinance effective as of the date of the CONTRACT shall apply to the construction and interpretation of the permitted uses delineated above.

### 3.2 PROHIBITED USES.

- (a) No LOT or IMPROVEMENT shall be used in a manner inconsistent with THIS DECLARATION without the prior written permission of the DECLARANT and the AUTHORITY provided, however, the consent of the AUTHORITY shall not be required if the term of the CONTRACT has expired. Notwithstanding the foregoing, no LOT or IMPROVEMENT may be used in any manner contrary to or in violation of any GOVERNMENT REGULATIONS.
- (b) No OWNER of a LOT or any IMPROVEMENT shall effect or execute any covenant, agreement, lease, conveyance or other instrument whereby the use of such LOT or IMPROVEMENT is

restricted upon the basis of age, race, sex, color, religion or national origin in the sale, lease or occupancy thereof.

(c) No OWNER of any LOT or any IMPROVEMENT shall discriminate in the use, sale or lease of any LOT or IMPROVEMENT, or any part thereof, against any person because of age, race, sex, color, religion or national origin.

3.3 EMPLOYMENT REQUIREMENT. The use of any LOT shall create, retain, and/or maintain the lesser of either: (a) five (5) EMPLOYEES per one thousand (1,000) sq. ft. of BUILDING AREA or (b) ten (10) EMPLOYEES per acre of any LOT.

3.4 RIGHTS OF INGRESS AND EGRESS. DECLARANT hereby covenants and agrees that each OWNER in common with the DECLARANT, its successors and assigns, and all other OWNERS of LOTS shall have ingress, egress, and regress at all times on the roads depicted on the OFFICIAL MAP. DECLARANT may at any time or times, and from time to time, change or alter the location of any road or any part of any road so long as such alteration or change does not result in the taking of any part of an OWNERS LOT or alter or reduce an OWNERS road frontage and access to the road or roads abutting an OWNERS LOT to any public highway. Nothing herein contained shall be interpreted, construed, or deemed, expressly or impliedly, as dedicating any private road to public use. Nevertheless, DECLARANT may cause any road owned by DECLARANT depicted on the OFFICIAL MAP to be dedicated to the public and hence become a PUBLIC STREET when accepted by the TOWNSHIP or other government body or agency. DECLARANT also expressly reserves the right to grant and convey all of its right, title, and interest in any such road(s) to the ASSOCIATION or to any other corporation or legal entity or person.

3.5 CONSTRUCTION OF WATER SYSTEM. DECLARANT intends to construct or cause to be constructed a central water distribution system (the "WATER SYSTEM") to serve the LOTS in the CORPORATE CENTER which WATER SYSTEM is to be connected to an existing central water distribution system owned by PAWC. DECLARANT may transfer ownership of the WATER SYSTEM to PAWC, to the ASSOCIATION, or to any other legal entity or person. Each OWNER of a LOT agrees to pay to the owner of the WATER SYSTEM such reasonable charges as may be lawfully imposed from time to time for the water use, fire hydrant availability, and fire storage availability, plus any other services provided by PAWC and/or the owner of the WATER SYSTEM. In no event shall any OWNER of a

LOT drill, sink, or use any well on any LOT without the prior written consent of DECLARANT. If the OWNER of any LOT desires to install a well to provide additional fire flow capacity or for other purposes, such well shall be first approved by the DESIGN REVIEW COMMITTEE, by the DECLARANT, by PAWC, and duly permitted by PADEP and shall be connected only to the WATER SYSTEM.

- 3.6 CONSTRUCTION OF SEWAGE SYSTEM. DECLARANT intends to construct a central sewage collection system (the "SEWAGE SYSTEM") serving the LOTS and PREMISES. DECLARANT may transfer ownership of the SEWAGE SYSTEM to the SEWER AUTHORITY, to the ASSOCIATION, or to any other legal entity or person. Each OWNER of a LOT shall pay to the SEWER AUTHORITY or to the owner of the SEWAGE SYSTEM such reasonable charges as may be lawfully imposed from time to time for the services as may be provided by the SEWER AUTHORITY and/or the owner of the SEWAGE SYSTEM. The SEWAGE SYSTEM shall be utilized as the exclusive method of discharging sewage from any LOT or IMPROVEMENT on any such LOT. No OWNER of any LOT shall install or use any alternative method of sewage disposal without the prior written approval of the DECLARANT, PADEP, the TOWNSHIP, and the SEWER AUTHORITY.

**ARTICLE IV**  
**RESTRICTIONS AND CONDITIONS APPLICABLE**  
**TO THE USE OF ANY LOT AND ANY IMPROVEMENT**

The use of each LOT and any IMPROVEMENT shall comply with the following delineated standards, conditions, and restrictions in addition to GOVERNMENT REGULATIONS. In the event the provisions of THIS DECLARATION are more stringent than GOVERNMENT REGULATIONS then the provisions of THIS DECLARATION shall govern, control, and apply to such use.

- 4.1 NOISE. The maximum sound pressure level radiated by any use or IMPROVEMENT (other than the operation of motor vehicles or other transportation facilities, operations involved in the construction or demolition of structures, emergency alarm signals or time signals) at any LOT line shall not exceed the values designated in applicable GOVERNMENT REGULATIONS.
- 4.2 AIREMISSIONS. The emissions of smoke, dust, fumes, gases, odors, mists, vapors, pollens and any other emissions, or any combination thereof, shall conform to all applicable GOVERNMENT REGULATIONS.

- 4.3 HEAT AND GLARE. Any operation producing glare and/or heat shall be performed within an enclosed building or in such manner so as not to be visible or to produce any effect beyond the property line of the LOT on which the operation is located.
- 4.4 VIBRATION. No vibration shall be produced which is transmitted through the ground and is discernible without the aid of instruments at or beyond the LOT line; nor shall any vibration produced exceed 0.002g peak accelerations at up to 50 cps frequency, measured at or beyond the LOT line with any vibration measuring equipment. Vibrations occurring at higher than 50 cps frequency, or a periodic vibration, shall not induce accelerations exceeding .001g. Single impulse periodic vibrations occurring at an average interval greater than 5 minutes shall not include accelerations exceeding .01g.
- 4.5 ELECTRIC DIESEL, GAS, AND OTHER POWER. Every use of any LOT and any IMPROVEMENT on any LOT that requires electric service, petroleum or other liquid fuel, natural gas, or other energy source shall be operated in such manner that the service lines, substations, or other facilities conform to all applicable GOVERNMENT REGULATIONS and shall be constructed and installed in such manner so as to be an integral part of the architectural features of the IMPROVEMENTS and shall be approved by the DESIGN REVIEW COMMITTEE. Utility services provided to each LOT and IMPROVEMENT shall be underground unless otherwise approved by the DESIGN REVIEW COMMITTEE.
- 4.6 WASTE DISPOSAL. The following general regulations shall apply to the storage and disposal of wastes and other substances on each LOT.
- (a) No LOT shall be used or maintained as a dumping ground for rubbish, trash, or garbage. All rubbish, trash, and garbage shall be kept in sanitary containers or receptacles placed in a location and screened from view in a manner approved by the DESIGN REVIEW COMMITTEE.
  - (b) Highly flammable or explosive liquids, solids, or gases shall be stored underground or in appropriate containers in accordance with GOVERNMENT REGULATIONS.
  - (c) All wastes and HAZARDOUS SUBSTANCES shall be stored and disposed of in accordance with GOVERNMENT REGULATIONS.

- (d) Any process or operation on any LOT which creates or generates the emission of smoke, dust, fumes, gases, odors, mists, vapors, pollens, or other emissions, or any combination thereof, or which constitutes a fire hazard shall be designed, constructed and operated in accordance with GOVERNMENT REGULATIONS. Any materials from such operations or required for such operations that may be edible or otherwise attractive to rodents or insects, shall be stored in such manner as required by GOVERNMENT REGULATIONS provided, however, if any such materials are stored outdoors such materials shall be stored only in enclosed containers which are adequate to eliminate such hazards and placed in a location approved by the DESIGN REVIEW COMMITTEE.
- (e) All outdoor storage facilities, including waste containers, shall be constructed of the same materials, color and finish as the principal building on the LOT unless otherwise approved by the DESIGN REVIEW COMMITTEE.
- (f) No outdoor storage facility, including waste containers, shall be located on the side of an IMPROVEMENT on a LOT facing a PUBLIC STREET, provided, however, with respect to corner LOTS, the outdoor storage facilities shall not be located on the side of the IMPROVEMENT facing the highest volume PUBLIC STREET. No outdoor storage facility shall extend into any area of the LOT designated by the TOWNSHIP or the POCONO MOUNTAINS CORPORATE CENTER EAST PROPERTY DOCUMENTS as a buffer strip or yard area required to comply with applicable setback requirements.

4.7 DESIGN CRITERIA APPLICABLE TO NON-CORNER LOTS. The principal building on any non-corner LOT shall have its front facade(s) face the PUBLIC STREET that abuts the LOT and provides the primary or principal means of ingress, egress, and regress to the LOT. The front facade shall be constructed of at least 75% MASONRY. All facades of the principal building that do not front on a PUBLIC STREET shall be constructed of at least 50% MASONRY materials. Glass surface area shall be included in the calculation of the MASONRY requirement on any single principal building facade. All MASONRY walls shall wrap around building corners and make logical transitions to adjoining walls. A building facade consisting of a 100% metal exterior surface shall not be approved. The DESIGN REVIEW COMMITTEE upon application of the OWNER may approve a temporary expansion wall consisting of a facade of 75% exterior metal surface provided that such temporary wall contains a minimum of 25%

MASONRY materials. No-off street loading or unloading facilities serving the principal building on any LOT shall be constructed on the front facade of any such principal building.

- 4.8 DESIGN CRITERIA APPLICABLE TO CORNER LOTS. The front facade of the primary BUILDING on a corner lot shall face the PUBLIC STREET having the highest volume and the front facade shall be constructed of at least 75% MASONRY. The side of the principal BUILDING facing any other PUBLIC STREET shall also be constructed of at least 75% MASONRY. All facades that do not face a PUBLIC STREET shall be constructed of at least 50% MASONRY materials. Glass surface area shall be included in the calculation of the MASONRY requirement on any single principal building facade. All MASONRY walls shall wrap around building corners and make logical transitions to adjoining walls. The DESIGN REVIEW COMMITTEE upon application of the OWNER may approve a temporary expansion wall consisting of a facade of 75% exterior metal surface provided that such temporary wall contains a minimum of 25% MASONRY materials. No-off street loading or unloading facilities serving the principal building on any LOT shall be constructed on the front facade of any such principal building. No BUILDING facade shall consist of a 100% metal exterior surface.
- 4.9 STORM WATER. The management of storm water on any LOT shall be in accordance with GOVERNMENT REGULATIONS. The OWNER of any LOT shall be responsible for the repair, maintenance, and improvement of any storm water facilities on the OWNER'S LOT. In extension of the foregoing, and not in limitation of the same, the OWNER of a LOT upon which any detention basin, retention basin, drainage swale, culvert, or other storm water management facility or structure is situate shall be solely and exclusively responsible for the ongoing maintenance, repair, and replacement thereof so as to maintain the originally contemplated design function and performance.
- 4.10 WETLAND AREAS. Any LOT upon which is located any delineated wetland area is subject to a ten (10') foot wide wetland buffer easement area on non-wetland area land contiguous with the delineated wetland area. The ten (10') foot wide wetland buffer easement area may be utilized as part of a walking pathway system serving POCONO MOUNTAINS CORPORATE CENTER EAST. The OWNER of a LOT subject to delineated wetland areas shall preserve the delineated wetland areas in their existing natural condition in accordance with GOVERNMENT REGULATIONS.
- 4.11 LANDSCAPING.

- (a) Each LOT shall be landscaped when any IMPROVEMENT is constructed thereon. The OWNER of each improved LOT shall submit a landscaping plan to the DESIGN REVIEW COMMITTEE in accordance with the provisions of Article VIII hereof. The landscaping of any improved LOT shall comply with the standards set forth in THIS DECLARATION and/or GOVERNMENT REGULATIONS, whichever standards are the more stringent. Landscaping of any improved LOT shall comply with the following design standards:
- (1) All PARKING AREAS shall have not less than 5% of the overall impervious PARKING AREA landscaped (e.g. landscaped islands, section dividers or parking perimeters).
  - (2) Deciduous trees shall have a minimum caliper measurement of two and one-half (2 & ½ inches), measured a minimum of six (6) inches above the soil line.
  - (3) Evergreen or coniferous trees shall have a minimum height of six (6) feet.
  - (4) Evergreen shrubs, except for those used as low ground covers, shall have an average height of twenty (20) inches.
  - (5) Deciduous shrubs shall have an average height of thirty (30) inches.
  - (6) All existing trees to be retained on the LOT shall be noted on the landscaping plan.
  - (7) Each LOT when improved by the construction of any IMPROVEMENT shall have a buffer area at least twenty (20') feet wide on all property lines of the LOT which buffer area shall be maintained in a nonimpervious cover of vegetative and other landscaping materials provided, however, the foregoing standards shall not apply to driveways and other means of ingress, egress, and regress from the LOT to any abutting PUBLIC STREET. If any LOT has frontage on any PUBLIC STREET, landscaping shall include a minimum of one (1) deciduous shade tree set approximately every fifty (50') linear feet.

- (8) The number of trees required for each LOT improved with any IMPROVEMENT shall be determined in accordance with the following criteria:
  - (i) Each improved LOT shall include a minimum of twelve (12) deciduous or evergreen trees for each one (1) acre. As an alternative, eight (8) trees for each one (1) acre shall be required if deciduous trees are four (4) inches in caliper or greater in size, and the evergreen trees are nine (9) feet in height or greater in size. One (1) deciduous and/or evergreen tree of the larger size may be substituted for two (2) trees of the smaller covenant sized trees.
  - (ii) Five (5) deciduous shrubs may be substituted for one deciduous tree for a maximum of twenty percent (20%) of the tree requirement. A tabulation of this requirement shall be summarized on each landscape plan submitted.
  - (iii) Existing trees preserved inside the yard set back areas may be counted as part of the landscaping requirements of THIS DECLARATION.
  - (iv) Landscaping in accordance with all approved landscaping plans, shall be installed six (6) months or within one hundred twenty (120) days of the issuance of the occupancy permit or completion of the principal structure erected upon the LOT, whichever occurs first, subject to seasonal and weather considerations.
  
- (9) Loading, delivery, and receiving areas for supplies and other materials delivered and/or shipped to and from an IMPROVEMENT on any LOT shall be screened from public view by a landscape planting, solid wall or screened fence with such design characteristics, location, color and other features as first approved by the DESIGN REVIEW COMMITTEE so as to achieve architectural harmony with the principal building on the LOT.
  
- (b) The OWNER of each LOT shall have the responsibility to maintain the landscaping of the LOT in good order and

condition, including, without limitation, the obligation to fertilize, prune, provide lawn and weed control, and provide pesticide and herbicide protection in accordance with customary and appropriate landscaping practices and standards. In extension of the foregoing, the OWNER of each improved LOT shall maintain established turf areas in a uniformly green condition during the growing season and shall maintain turf areas at a minimum height of not less than two (2") inches after cutting and a maximum height of six (6") inches prior to cutting. If the landscaping of any LOT includes a mulch bed, the OWNER of the LOT shall neatly edge the mulch bed and annually top dress the same with two (2") inches of fresh mulch. All mulch beds shall be maintained in a weed free condition.

- 4.12. LIGHTING: All PARKING AREAS and driveways shall be illuminated in a manner conforming to the standards set forth in GOVERNMENT REGULATIONS and the standards delineated in the most current edition of the Illuminating Engineering Society of North America's IES Lighting Handbook or an equivalent nationally recognized standard, whichever is the more stringent. The OWNER of any LOT shall submit a LIGHTING PLAN to the DESIGN REVIEW COMMITTEE when any lighting or IMPROVEMENTS are proposed to be constructed on the LOT. In addition to conforming to the design standards of GOVERNMENT REGULATIONS and/or the IES Lighting Handbook, as applicable, all parking lot lighting standards shall have a mounting height of thirty-five (35') feet or less above finished grade. Mounting height is defined as the distance the bottom of the luminary is above the finished grade. All fixtures shall be cut-off type luminaries as defined by the most current IES Lighting Handbook. Free standing and building mounted lights shall be shoebox (or equivalent) type. The DESIGN REVIEW COMMITTEE may approve other lighting that has equal lighting and cut-off characteristics. Building mounted luminaries shall be shoebox type or equivalent.
- 4.13. EXTERIOR HVAC EQUIPMENT. Exterior HVAC equipment, whether located above or upon the ground shall be screened from view to the satisfaction of the DESIGN REVIEW COMMITTEE.
- 4.14. NO FURTHER LOT SUBDIVISION. No LOT shall be further subdivided or re-subdivided without: (i) the prior written permission of the DECLARANT; and (ii) compliance with all GOVERNMENT REGULATIONS.
- 4.15. COMPLETION OF CONSTRUCTION. Exterior construction of any

IMPROVEMENT on any LOT, together with associated back filling and grading, shall be completed within eighteen (18) months from the date construction of said IMPROVEMENT commenced.

- 4.16 FENCING. No fence of any type or description shall be constructed upon any LOT without the approval of the DESIGN REVIEW COMMITTEE and compliance with all GOVERNMENT REGULATIONS.
- 4.17 CHEMICAL TOILETS. No outside toilet building, outhouse, privy or chemical toilet shall be erected or installed or permitted to remain on any LOT except during construction of any IMPROVEMENT on said LOT subject, however, to all GOVERNMENT REGULATIONS.
- 4.18 SEWAGE TREATMENT APPROVAL. Each OWNER shall, prior to the sale, lease, or transfer of title to any LOT obtain the approval of the SEWER AUTHORITY, as to the type, quantity, and quality of sewage and waste disposal such buyer, transferee, or tenant will discharge into the sewage system serving the LOT. In the event the SEWER AUTHORITY, is unable to treat the quantity, quality, or type of effluent discharged by said buyer, transferee, or tenant, no such sale, lease or transfer of title of a LOT shall occur unless and until a lawful method is obtained for the discharge and treatment of the sewage effluent and waste generated or proposed to be generated from the LOT and IMPROVEMENTS of any such transferee, buyer or tenant. The SEWER AUTHORITY shall be a third party beneficiary of this covenant and shall have the right, in addition to any other legal rights or remedies it may have, to enforce this covenant.
- 4.19 MAINTENANCE OF IMPROVEMENTS. Each OWNER shall maintain such OWNER'S LOT and IMPROVEMENTS in an orderly and clean condition and shall perform all required structural and aesthetic maintenance in a first class manner. Each OWNER shall be responsible for the maintenance of all walkways, paths, driveways, and PARKING AREAS on such OWNER'S LOT including, without limitation, the obligation to remove snow and ice accumulations thereon.
- 4.20 NO DRILLING. No drilling, refining, quarrying or mining operations of any kind or nature shall be permitted on any LOT.
- 4.21 GRADING. Any change in the elevation or grade of any LOT shall require the approval of the DESIGN REVIEW COMMITTEE based upon a grading plan submitted by the OWNER of said LOT to the DESIGN REVIEW COMMITTEE pursuant to the provisions of Article

VIII hereof.

4.22 OPEN FIRES. No open fires or burning shall be permitted on any LOT without the prior written consent of the DECLARANT.

4.23 AREA, YARD AND SETBACK STANDARDS. The construction of any IMPROVEMENT on any LOT shall comply with GOVERNMENT REGULATIONS and/or the following standards, whichever are more stringent:

- (a) Maximum structure height for any IMPROVEMENT on any LOT not subject to avigation restrictions: 45 feet
- (b) Maximum Structure height for LOTS subject to avigation restrictions: Variable height established on the OFFICIAL MAP.
- (c) Maximum BUILDING coverage: 40% of the gross LOT area
- (d) Maximum impervious coverage: 60% of the gross LOT area
- (e) Front yard setback: 50 feet
- (f) Side yard setback: 20 feet
- (g) Rear yard setback: 30 feet

4.24 DEBRIS ON PUBLIC STREETS. PUBLIC STREETS contiguous with a LOT shall be kept free of gravel, rocks, or debris originating from the contiguous LOT by the OWNER of said LOT.

**ARTICLE V**  
**PARKING FACILITIES**

5.1 ON STREET PARKING. Parking on PUBLIC STREETS in POCONO MOUNTAINS CORPORATE CENTER EAST is prohibited.

5.2 REQUIRED OFF-STREET PARKING SPACE. All IMPROVEMENTS on any LOT shall be served by off-street PARKING AREAS complying with design standards specified by GOVERNMENT REGULATIONS

or the following standards, whichever are the more stringent:

- (a) No off-street PARKING AREA shall be permitted within fifty (50) feet of a LOT property line contiguous with a PUBLIC STREET. Where a LOT is a corner LOT, the front setback shall be the LOT property line contiguous with the highest volume PUBLIC STREET.
- (b) Off-street PARKING AREAS shall be set back twenty (20') feet from the side and rear property line of each LOT.
- (c) No off-street PARKING AREA serving a LOT shall be used for any purpose that reduces designated PARKING AREAS or interferes with the use of the area as an off-street PARKING AREA.
- (d) The minimum number of off-street parking spaces required for any use on any LOT shall be specified in GOVERNMENT REGULATIONS.
- (d) Off-street PARKING AREAS shall be designed to comply with the following standards:

(1) STALL AND AISLE STANDARDS.

Customer Angle of Parking:	Parking		Stall	Aisle Width	
	Width	Depth	Two-Way	Parking	
	10'	20'	24'	90°	
Employee Parking:	9'	18'	24'	90°	

(2) ENTRANCE AND EXIT DRIVEWAY STANDARDS.

- (i) One-way driveways shall be a minimum of twelve (12') feet in width.
- (ii) Two-way driveways shall be a minimum of twenty (20') feet in width.
- (iii) No LOT shall be served by more than two (2) entrance or exit driveways along the frontage of

any PUBLIC STREET. The center lines of each driveway shall be spaced a minimum of sixty (60) feet apart, measured at the curb line between the center line of any entrance or exit drive and the right-of-way line of the PUBLIC STREET parallel to said access drive.

- (iv) In no case shall PARKING AREAS be designed to require or encourage vehicles to back into a PUBLIC STREET in order to exit the LOT.
- (v) PARKING AREAS shall be designed so that each vehicle may proceed to and from the parking space provided for it without requiring the movement of any other vehicle.

#### **ARTICLE VI** **LOADING FACILITIES**

6.1 OFF-STREET LOADING. Each IMPROVEMENT on a LOT used to receive and/or distribute materials, products, and/or merchandise shall provide off-street loading and unloading space in accordance with the provisions of GOVERNMENT REGULATIONS and the provisions of THIS DECLARATION, whichever are the more stringent. Off-street loading and unloading space shall be in addition to the requirements for off-street PARKING AREAS set forth in THIS DECLARATION. Off-street loading and unloading space shall not be used, designed, intended, or constructed to be used in a manner that obstructs or interferes with the free and unhampered use of any PUBLIC STREET or adjoining LOT. The following minimum off-street loading and unloading requirements shall be provided:

- (a) Every improved LOT shall provide one (1) off-street truck loading space for the first ten thousand (10,000) square feet of BUILDING AREA plus a minimum of one additional off-street truck loading area for each additional forty thousand (40,000) square feet of BUILDING AREA.
- (b) Off-street loading facilities shall be designed to conform to the following specifications:
  - (1) Truck loading docks shall not face PUBLIC STREETS.
  - (2) Each required off-street loading space shall not be less than twelve (12') feet in width, thirty (30') feet in length,

with fourteen (14) foot overhead clearance exclusive of drive and maneuvering space, and located entirely on the LOT being served.

- (3) All off-street loading areas shall have unimpeded access to a PUBLIC STREET through an internal driveway or other means of ingress, egress, and regress approved by the DESIGN REVIEW COMMITTEE.
- (4) All off-street loading facilities shall be paved with bituminous asphalt, concrete, or other material approved by the DESIGN REVIEW COMMITTEE.

## **ARTICLE VII** **SIGNS**

7.1 PERMITTED SIGNS. All signage on any LOT or on any IMPROVEMENT shall comply with all GOVERNMENT REGULATIONS and THIS DECLARATION, whichever is the more stringent. All exterior signage on any LOT or on any IMPROVEMENT shall first be approved by the DESIGN REVIEW COMMITTEE. The only exterior signage permitted on a LOT or on an IMPROVEMENT shall be limited to the following:

- (a) AWNING, CANOPY OR MARQUEE SIGN;
- (b) BULLETIN BOARD SIGN;
- (c) CONSTRUCTION SIGN;
- (d) DIRECTIONAL SIGN;
- (e) DIRECTORY SIGN;
- (f) GOVERNMENTAL SIGN;
- (g) GROUND SIGN;
- (h) HOLIDAY DECORATION SIGN;
- (i) ILLUMINATED SIGN;
- (j) NAMEPLATE SIGN;
- (k) PRIVATE SALE OR EVENT SIGN;

- (l) TEMPORARY BUSINESS SIGN;
- (m) TEMPORARY POLITICAL SIGNS;
- (n) TEMPORARY REAL ESTATE SIGNS; and
- (o) WALL SIGN.

7.2 DESIGN STANDARDS. SIGNS permitted by THIS DECLARATION shall conform to the following standards and/or specifications:

(a) AWNING SIGNS shall conform to the following standards:

- (1) There shall not be more than one AWNING SIGN exceeding an aggregate surface area of 4 square feet for each principal building.
- (2) The gross surface area of an awning shall not exceed 24 square feet, but limited to not more than 50% of the gross surface area of the smallest face of the awning to which such SIGN is affixed.

standards: (b) BULLETIN BOARD SIGNS shall conform to the following

- (1) BULLETIN BOARD SIGNS shall be GROUND SIGNS.
- (2) Each LOT may erect a single BULLETIN BOARD SIGN identifying special, unique, limited activities, services, products or sale of limited duration occurring on the LOT on which the attraction board is to be located.
- (3) The gross surface area of a BULLETIN BOARD SIGN shall not exceed 10 square feet in gross surface area for each exposed face, nor exceed 20 square feet in aggregate gross surface area.
- (4) A BULLETIN BOARD SIGN may be located in any required yard, but shall not extend over any LOT line or within 20 feet of any point of vehicular access from any LOT to a public roadway.
- (5) If the BULLETIN BOARD SIGN is separate from the main GROUND POLE SIGN, the BULLETIN BOARD SIGN may not project higher than 15 feet, as measured

from the base of the SIGN or grade of the nearest adjacent roadway, whichever is higher. The BULLETIN BOARD SIGN shall be separated by a minimum of 12 inches from the main GROUND POLE SIGN.

standards: (c) CONSTRUCTION SIGNS shall conform to the following

- (1) There shall not be more than one temporary CONSTRUCTION SIGN for each project or development on a LOT, except that where a project or development on a LOT abuts two or more streets, additional such SIGNS, one oriented to each abutting street, shall be permitted.
- (2) Temporary CONSTRUCTION SIGNS shall not exceed 32 square feet in gross surface area for each exposed face, not exceeding an aggregate gross surface area of 64 square feet.
- (3) Temporary CONSTRUCTION SIGNS shall be located only upon the LOT upon which construction either is about to occur (after a permit for the work has been issued), or is occurring. Such SIGNS may be located in any required LOT yard setback, but shall not extend over any LOT line or within 20 feet of any point of vehicular access from a LOT to a public roadway.
- (4) Temporary CONSTRUCTION SIGNS shall not project higher than 15 feet, measured from base of SIGN or grade of the nearest adjacent roadway, whichever is higher.
- (5) Temporary CONSTRUCTION SIGNS shall be permitted only as accessory to a project or development on a LOT for which a building or zoning permit has been issued. Temporary CONSTRUCTION SIGNS may be erected and maintained for a period not earlier than 30 days prior to the commencement of construction of the project or development on a LOT and must be removed upon project completion.

(d) DIRECTIONAL SIGNS shall conform to the following standards:

- (1) DIRECTIONAL SIGNS, including those identifying restrooms, public telephones, public walkways, affiliation

with motor clubs, acceptance of designated credit cards, service organizations and other similar SIGNS providing direction or instruction to persons using a facility, but not including those SIGNS accessory to PARKING AREAS, shall not exceed 4 square feet in aggregate gross surface area.

- (2) DIRECTIONAL SIGNS designating PARKING AREA entrances and exits are limited to one SIGN for each entrance and/or exit and shall not exceed 4 square feet in gross surface area for each exposed face. Parking lot DIRECTIONAL SIGNS shall not project higher than 5 feet in height, as measured from the established grade at the point at which the SIGN is erected.
  - (3) SIGNS designating the conditions of use or identity of PARKING AREAS shall not exceed 8 square feet in gross surface area for each exposed face nor exceed an aggregate gross surface of 16 square feet. Parking lot instructional SIGNS shall not project higher than 10 feet for wall signs and 7 feet for GROUND signs, as measured from the established grade at the point at which the SIGN is erected.
  - (4) Advertising material of any kind is strictly prohibited on directional and instructional SIGNS.
- (e) DIRECTORY SIGNS shall conform to the following standards:
- (1) DIRECTORY SIGNS may be either WALL SIGNS or GROUND SIGNS.
  - (2) There shall be no more than one DIRECTORY SIGN for each office, industrial and institutional building or complex on a LOT under unified control consisting of two or more occupants. DIRECTORY SIGNS shall not be permitted for single occupant office, industrial and institutional buildings and complexes on a LOT.
  - (3) The aggregate gross surface area of a DIRECTORY SIGN shall not exceed 10 square feet for each occupant located in the building or complex on a LOT, and the total area of the SIGN face shall not exceed 100 square feet per side with a maximum of two sides.

- (4) A DIRECTORY SIGN shall not be located within 15 feet of any LOT line or within 20 feet of any point of vehicular access from any LOT to a public roadway.
  - (5) A DIRECTORY SIGN shall not project higher than 10 feet and the bottom edge of the SIGN shall be at least 4 feet high, as measured from the coverage grade at the base of the SIGN or the building to which the SIGN is to be affixed or the grade of the nearest adjacent roadway, whichever is greater.
- standards:
- (f) GOVERNMENTAL SIGNS shall conform to the following
    - (1) GOVERNMENTAL SIGNS for control of traffic and other regulatory purposes, street SIGNS, warning SIGNS, railroad crossing SIGNS and SIGNS of public service companies indicating danger and aids to services or safety which are erected by, or at, the order of a public officer or employee in the performance of the officer's or employee's duties, are exempt from the provisions of this section, excepting for such instances where any SIGN is found to be unsafe or unlawful.
  - (g) GROUND SIGNS shall conform to the following standards:
    - (1) There shall be no more than one GROUND SIGN for each LOT except that, where the commercial LOT has two entrances, a second SIGN is permitted provided there is at least 200 feet between entrances.
    - (2) The gross surface area of a GROUND SIGN shall not exceed 40 square feet of each exposed face, nor exceed an aggregate gross surface area of 80 square feet.
    - (3) GROUND SIGNS on any LOT shall be placed at a minimum of 200 foot intervals along each PUBLIC STREET from which the SIGN is visible. In the event that less than 200 feet of any LOT is visible from any one PUBLIC STREET, only one SIGN shall be permitted along that PUBLIC STREET. A GROUND SIGN may be located in any required yard, but shall not extend over any LOT line or within 20 feet of any point of vehicular access from a LOT to a PUBLIC STREET.

- (4) The maximum height of any FREESTANDING SIGN shall not exceed 12 feet above the average grade at the base of the SIGN. The bottom edge of the SIGN face shall not be less than 4 feet in height above the average grade of the base of the SIGN.
  - (5) The maximum width of the entire SIGN structure shall not exceed 20 feet.
  - (6) The size of the support structure for any FREESTANDING SIGN shall not exceed the size of the SIGN face.
- standards:
- (h) HOLIDAY DECORATION SIGNS shall conform to the following
    - (1) HOLIDAY DECORATION SIGNS shall be subject to the approval of the DESIGN REVIEW COMMITTEE.
  - (i) ILLUMINATED SIGNS shall conform to the following standards:
    - (1) All SIGNS permitted by this section may be illuminated, providing the following provisions are complied with:
      - (i) All SIGNS in which electrical wiring and connection are to be used shall be subject to the applicable provisions of the National Electrical Code.
      - (ii) The use of unshielded lighting, including incandescent light bulbs hung or strung on poles, wires or any other type of support to illuminate buildings, structures, outdoor sales areas or outdoor storage area is prohibited.
      - (iii) A building or other IMPROVEMENT may be illuminated, but all lighting used for this purpose must be designed, located, shielded and directed in such a manner that the light source is fixed and not directly visible from any adjacent publicly dedicated roadway and/or surrounding property.
      - (iv) All SIGNS shall be so designed, located, shielded and directed so as to prevent the casting of glare

or direct light from artificial illumination upon any PUBLIC STREET and/or surrounding property.

(v) The use of flashing, moving or animated lighting to illuminate a SIGN is prohibited.

(j) NAMEPLATE SIGNS shall conform to the following standards:

(1) Name and address SIGNS not exceeding 2 square feet in gross surface area for each exposed face, nor exceeding an aggregate gross surface area of 4 square feet, indicating the name of the occupant, the address of the LOT and identification of any legal business or operation which may exist thereon, are exempt from the provisions of this section.

(k) PRIVATE SALE SIGNS shall conform to the following standards:

(1) There shall be no more than ten temporary PRIVATE SALE SIGNS for each LOT.

(2) No temporary PRIVATE SALE SIGN shall exceed 4 square feet in size.

(3) Temporary PRIVATE SALE SIGNS may not be located within the street or road right-of-way. No PRIVATE SALE SIGN may be placed on a utility or Township owned pole or structure. Any temporary PRIVATE SALE SIGNS shall be self-supported and shall not create a public hazard.

(4) Temporary PRIVATE SALE SIGNS shall not exceed 30 inches in height.

(5) Temporary PRIVATE SALE SIGNS shall not be erected earlier than 3 days prior to the sale and shall be removed no later than 3 days after the sale. No temporary PRIVATE SALE SIGNS shall remain erected for a period greater than 6 consecutive days.

(l) TEMPORARY BUSINESS SIGNS shall conform to the following standards:

(1) There shall be no more than two permits for a TEMPORARY BUSINESS SIGN issued for the same

LOT within 1 calendar year. Each TEMPORARY BUSINESS SIGN may be erected and maintained for a period not to exceed 30 days and shall be removed within 3 days of the termination of the activity, service, project or sale. Or, alternatively, a TEMPORARY BUSINESS SIGN may be erected for a maximum of five times during 1 calendar year for the same LOT, for a maximum of 7 days; provided, however, the alternatives set forth in this paragraph may not be used jointly or in combination during any calendar year.

- (2) TEMPORARY BUSINESS SIGNS shall not exceed 32 square feet in gross surface area for each expenses are not to exceed an aggregate gross surface area of 64 square feet.
- (3) TEMPORARY BUSINESS SIGNS shall be located only upon the LOT upon which the special, unique or limited activity, service, product or sale is to occur. TEMPORARY BUSINESS SIGNS may be located in any required yard setback but shall not extend over any LOT line or within 20 feet of any point of vehicular access from a LOT to a public roadway.
- (4) TEMPORARY BUSINESS SIGNS shall not project higher than 10 feet, as measured from the base of the SIGN or the grade of the nearest adjacent roadway, whichever is higher.

standards: (m) TEMPORARY POLITICAL SIGNS shall conform to the following

- (1) There shall be no more than one TEMPORARY POLITICAL SIGN for each 25 feet of road frontage of each LOT.
- (2) TEMPORARY POLITICAL SIGNS shall not exceed an aggregate gross surface area of 16 square feet.
- (3) TEMPORARY POLITICAL SIGNS may be located in any required yard for a LOT.
- (4) TEMPORARY POLITICAL SIGNS shall not project higher than 8 feet, as measured from the base of the SIGN or the grade of the nearest adjacent roadway,

whichever is higher.

- (5) TEMPORARY POLITICAL SIGNS may be erected or maintained for a period not to exceed 30 days prior to the date of the election to which such SIGNS are applicable and shall be removed within 7 days following such election.

(n) TEMPORARY REAL ESTATE SIGNS shall conform to the following standards:

- (1) No more than one TEMPORARY REAL ESTATE SIGN shall be placed on any LOT provided, however, where a LOT abuts two or more streets, one additional TEMPORARY REAL ESTATE SIGN may be placed upon the LOT so that one such SIGN shall be oriented to each abutting PUBLIC STREET.
- (2) TEMPORARY REAL ESTATE SIGNS shall not exceed 32 square feet in gross surface area for each exposed face, nor exceed an aggregate gross surface area of 64 square feet.
- (3) TEMPORARY REAL ESTATE SIGNS shall be located only upon the LOT for sale, lease, or rent. Such SIGNS may be located in any required yard, but shall not extend over any LOT line or within 20 feet of any point of vehicular access from a lot to a public roadway.
- (4) TEMPORARY REAL ESTATE SIGNS shall not project higher than 8 feet, as measured from base of SIGN or grade of the nearest adjacent roadway, whichever is greater.
- (5) TEMPORARY REAL ESTATE SIGNS shall be removed within 7 days of the sale or lease of the LOT upon which the sign is located.

(o) WALL SIGNS shall conform to the following standards:

- (1) There shall be no more than one WALL SIGN for each principal building on LOT provided, however, where the building abuts two or more PUBLIC STREETS, an additional WALL SIGN may be added and placed on the LOT in a manner such that one such SIGN is oriented to

each abutting PUBLIC STREET.

- (2) The gross surface area of a WALL SIGN shall not exceed 10% of the area of the building wall, including doors and windows, to which the SIGN is to be affixed, or 40 square feet, whichever is smaller. The gross surface area of a WALL SIGN may be increased by 20%, except that the gross surface area of the SIGN shall not exceed 40 square feet, if such WALL SIGN:
  - (i) Consists only of individual, outlined alphabetic, numeric and/or symbolic characters without background, except that provided by the building surface to which the SIGN is to be affixed.
  - (ii) If illuminated, such illumination is achieved through shielded spot lighting, but not by any lighting where the light source is visible or exposed on the face or sides of the characters.
- (3) A WALL SIGN may be located on the outermost wall of any principal building, but shall not project more than 15 inches from the wall to which the SIGN is to be affixed.
- (4) A WALL SIGN shall not project higher than the parapet line of each wall to which the SIGN is to be affixed or 20 feet, as measured from the base of the building wall to which the SIGN is to be affixed, whichever is lower.
- (5) Where a principal building is devoted to two or more permitted uses, the operator of each such use may install a WALL SIGN upon his/her proportionate share of the building wall to which the SIGN is to be affixed. The maximum gross surface area of each SIGN shall be determined by calculating the proportionate share of the area of the building wall, including doors and windows, to which the SIGN is to be affixed and applying such proportion to the total permitted WALL SIGN aggregate gross surface area for the building.

### 7.3 GENERAL SIGN DESIGN STANDARDS.

- (a) No SIGN shall be erected within twenty (20) feet of the nearest right-of-way of any PUBLIC STREET.

- (b) All SIGN illumination shall be provided by a concealed source. In extension of the foregoing, all SIGN backlighting shall be contained within the area of the SIGN and made of non-glare material.
- (c) All wiring and appurtenant electrical equipment associated with any SIGN shall be installed underground or within the SIGN or it's supporting structure.

**ARTICLE VIII**  
**DESIGN REVIEW COMMITTEE**

8.1 DESIGN REVIEW COMMITTEE. The DECLARANT hereby establishes a DESIGN REVIEW COMMITTEE which shall have the duties, functions, and powers set forth in THIS DECLARATION.

COMMITTEE COMPOSITION. The DESIGN REVIEW COMMITTEE shall consist, at a minimum, of four (4) members of the Board of Directors of the DECLARANT provided, however, the DECLARANT, in its sole discretion, may enlarge the number of committee members. The DESIGN REVIEW COMMITTEE shall have exclusive authority under THIS DECLARATION to perform the duties, functions and responsibilities herein set forth. Each member of the DESIGN REVIEW COMMITTEE shall serve for a term of one (1) year. At all meetings of the DESIGN REVIEW COMMITTEE the presence of at least one-half (1/2) of the committee members shall be necessary to constitute a quorum for the transaction of business. The acts of a majority of the committee members present at a meeting of the DESIGN REVIEW COMMITTEE at which a quorum is present shall constitute the acts of the DESIGN REVIEW COMMITTEE. The DECLARANT may declare vacant the office of a committee member if he or she be declared of unsound mind by an order of court, or convicted of a felony, or fails to attend three (3) consecutive regular meetings of the committee, or for any other cause. In addition, the DECLARANT reserves the right to remove any committee member at any time, with or without cause. The DECLARANT shall appoint all members of the DESIGN REVIEW COMMITTEE until such time, if any, as the DESIGN REVIEW COMMITTEE'S functions are transferred to the ASSOCIATION.

8.2 DUTIES AND RESPONSIBILITIES OF THE DESIGN REVIEW COMMITTEE.

- (a) The DESIGN REVIEW COMMITTEE shall:

- (1) consider and act upon any and all proposals or plans submitted to it pursuant to terms of THIS DECLARATION;
  - (2) Ascertain that any IMPROVEMENT constructed on a LOT by anyone other than DECLARANT or a successor DECLARANT, conforms to plans previously approved by the DESIGN REVIEW COMMITTEE;
  - (3) Adopt rules and regulations;
  - (4) Recommend that the DECLARANT or the BOARD (as the case may be) commence proceedings to enforce the provisions of THIS DECLARATION; and
  - (5) Carry out all other duties imposed upon it by THIS DECLARATION or delegated to it by the DECLARANT or BOARD (as the case may be).
- (b) The DESIGN REVIEW COMMITTEE may allow reasonable variances and waivers from the provisions of THIS DECLARATION concerning the types of construction, improvements, and alterations required as hereinabove set forth if the literal application of the provisions of THIS DECLARATION results in unreasonable hardship and/or unnecessary burden to an OWNER, so long as such variance request is in conformity with the general intent of THIS DECLARATION and the grant of such variance will not be materially detrimental or injurious to OWNERS of other LOTS. DECLARANT shall give all OWNERS reasonable advance notice (not less than 30 days) of any proposed alterations, modifications, amendments, subtractions, additions or variances to THIS DECLARATION and of the meetings at which they are to be considered.

8.3 REQUIRED SUBMISSIONS TO THE DESIGN REVIEW COMMITTEE. No IMPROVEMENT shall be constructed upon any LOT until an application including final plans and specifications depicting with specificity and particularity the nature, kind, shape, height, materials, colors, dimensions, and location thereof have been submitted to and approved in writing by the DESIGN REVIEW COMMITTEE. The DESIGN REVIEW COMMITTEE shall review all material submitted to it and shall evaluate the same with regard to: (i) harmony of exterior design with the then existing IMPROVEMENT(S) erected on the LOT; (ii) conformity with the provisions of THIS DECLARATION; and (iii) the

location of the proposed IMPROVEMENT in relation to surrounding structures and topography. Where landscaping is required pursuant to the provisions of THIS DECLARATION, the landscaping plan shall specifically delineate a planting schedule which shall include the botanical name, common name, size, quantity, and other design criteria for each plant to be installed on the LOT as required by THIS DECLARATION. DESIGN REVIEW COMMITTEE approval shall also be required prior to the removal (other than by or on behalf of the DECLARANT) of any tree located on any LOT having a trunk diameter of more than twenty four (24) inches.

8.4 PROCEDURE FOR APPLICATIONS TO THE DESIGN REVIEW COMMITTEE.

- (a) Six (6) sets of plans shall be submitted to the office of DECLARANT or ASSOCIATION (as the case may be). Such plans shall include the following minimum information:
  - (i) A site layout to a scale of not less than one (1) inch equals fifty (50) feet showing the location, dimensions, and height of proposed IMPROVEMENTS and existing IMPROVEMENTS in relationship to property and street lines. If the application relates to a project which is scheduled to be developed in successive phases, such plans shall show the relationship of the phase scheduled for initial development to the proposed design of the entire project on the LOT.
  - (ii) The location, dimensions, and arrangements of all open spaces, yards, and buffer yards, including methods to be employed for screening, must be shown on the plans presented.
  - (iii) The location, size, arrangement and capacity of all areas to be used for vehicle access, off-street parking, and off-street loading and unloading.
  - (iv) The dimensions, location, and methods of illumination for all SIGNS, if applicable.
  - (v) The location and dimensions of sidewalks and all other areas to be devoted to pedestrian use.
  - (vi) The provisions to be made for water supply, storm drainage, and the treatment and disposal of sewage and

other wastes.

- (vii) The capacity and arrangement of all IMPROVEMENTS.
  - (viii) A description of all proposed operations creating or producing noise, glare, emissions, water usage, waste disposal and treatment including sewage, fire hazards, traffic congestion or other safety hazards and a description of the methods to be employed in controlling such factors.
  - (ix) Plans in sufficient detail to depict floor plans, elevations and exterior materials. Samples of all exterior elevation surfaces (walls, Fascia, etc) shall be submitted along with the plans.
  - (x) A LOT drainage plan in sufficient detail to indicate storm water management plans with calculations and construction details.
  - (xi) A landscaping plan in sufficient detail to indicate proposed landscaping, including size and type of proposed planting and surface treatment of the entire LOT.
  - (xii) Compliance with a DESIGN REVIEW COMMITTEE checklist and any other data or information deemed necessary by representatives of the DESIGN REVIEW COMMITTEE required to determine the compliance of the proposal with the terms of THIS DECLARATION.
- (b) APPLICATION/REVIEW FEE. An application/review fee shall be required for each plan application submitted to the DESIGN REVIEW COMMITTEE. The application and/or review fee shall be in the amount set forth on the most current fee schedule of the DECLARANT and/or as the ASSOCIATION (if, as, and when the functions of the DESIGN REVIEW COMMITTEE are transferred to the ASSOCIATION).
- (c) SUBMISSION DEADLINE. The complete application with all required data and information shall be submitted for review to the DESIGN REVIEW COMMITTEE at least thirty (30) days prior to the next regularly scheduled meeting of the Board of Directors of DECLARANT or the ASSOCIATION (as the case may be) in order to receive consideration at such regularly

scheduled meeting.

- (d) DECISION ON APPROVAL OR DISAPPROVAL. The Board of Directors of DECLARANT or the ASSOCIATION (as the case may be) shall approve or disapprove the application based on the recommendations of the DESIGN REVIEW COMMITTEE and the plans and any material samples submitted.
- 8.5 LIABILITY. Neither the DESIGN REVIEW COMMITTEE, the DECLARANT, any successor DECLARANT, nor any member, officer, director or shareholder of any of the foregoing, shall be liable to any OWNER or to any other person, for compensatory or punitive damages, loss or prejudice suffered or claimed on account of:
- (a) The approval or disapproval of any plans, drawings, or specifications whether or not defective,
  - (b) The construction of any IMPROVEMENT or performance of any work upon any LOT,
  - (c) The execution and filing of any estoppel certificate, whether or not the facts therein are correct, or
  - (d) Any other act, action or conduct performed in good faith.
- 8.6 NO WAIVER. The approval of the DESIGN REVIEW COMMITTEE of any plans, drawings, or specifications for any work done or proposed, or for any other matter requiring the approval of the DESIGN REVIEW COMMITTEE under THIS DECLARATION, shall not be deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing, specification or matter subsequently submitted for approval.
- 8.7 DECLARANTS EXCEPTION. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS DECLARATION, THE PROVISIONS OF THIS ARTICLE VIII AND ANY RULES OR REGULATIONS ADOPTED BY THE DESIGN REVIEW COMMITTEE SHALL NOT APPLY TO DECLARANT.

## ARTICLE IX ANNEXATION OF ADDITIONAL REAL ESTATE

- 9.1 The DECLARANT may annex ADDITIONAL PROPERTY to the scheme of THIS DECLARATION by the recordation of a SUPPLEMENTARY DECLARATION as provided in this Article.

- (a) METHOD OF ANNEXATION. Annexation of ADDITIONAL PROPERTY shall be effectuated by the recordation of a SUPPLEMENTARY DECLARATION if the DECLARANT shall then own any LOT OR LANDS.
  
- (b) CONTENTS OF SUPPLEMENTARY DECLARATION.
  - (1) The SUPPLEMENTARY DECLARATION shall describe the real property to be annexed to the scheme of THIS DECLARATION and shall state that such SUPPLEMENTARY DECLARATION is being made pursuant to the terms of THIS DECLARATION for the purpose of: (i) annexing the property described in the SUPPLEMENTARY DECLARATION to the scheme of THIS DECLARATION; and (ii) extending the jurisdiction of the DECLARANT and ASSOCIATION (as the case may be) to cover the ADDITIONAL PROPERTY so described in such SUPPLEMENTARY DECLARATION. The character of the ADDITIONAL PROPERTY being annexed and the development approaches to which the ADDITIONAL PROPERTY or parts thereof may be subjected by the SUPPLEMENTARY DECLARATION may be significantly at variance with that of the PREMISES prior to such annexation. The SUPPLEMENTARY DECLARATION may modify and amend THIS DECLARATION as may be necessary to reflect the different character, if any, of the ADDITIONAL PROPERTY being annexed or the various development approaches to which the ADDITIONAL PROPERTY or parts thereof may be subjected.
  
  - (2) Any SUPPLEMENTARY DECLARATION recorded in accordance with the terms hereof shall be conclusive in favor of all persons who rely thereon in good faith. From and after recordation of any SUPPLEMENTARY DECLARATION in accordance with the provisions hereof and subject to the provisions of such SUPPLEMENTARY DECLARATION, the ADDITIONAL PROPERTY described therein shall be subject to the provisions of THIS DECLARATION and all other applicable POCONO MOUNTAINS CORPORATE CENTER EAST PROPERTY DOCUMENTS and to the jurisdiction of the DECLARANT and ASSOCIATION (as the case may be) pursuant to the terms of THIS DECLARATION, the BY LAWS, and the ARTICLES.

- (3) All or any portion of the ADDITIONAL PROPERTY may, from time to time during the ANNEXATION PERIOD, be annexed to the scheme of THIS DECLARATION by DECLARANT or a successor DECLARANT without the consent of any OWNER of any LOT or of the ASSOCIATION or its members or any mortgagees or other lien holders (other than those holding mortgages or liens on the ADDITIONAL PROPERTY being annexed) by the recordation of the SUPPLEMENTARY DECLARATION.
- (4) No provision of THIS DECLARATION shall be construed to require DECLARANT or any other person or entity to annex any ADDITIONAL PROPERTY to the scheme of THIS DECLARATION nor shall any provision of THIS DECLARATION prohibit any real property other than the INITIAL PROPERTY from being subjected to another Declaration or scheme of development regardless of whether such other real property qualifies as ADDITIONAL PROPERTY but has not been annexed to the scheme of THIS DECLARATION. The POCONO MOUNTAINS CORPORATE CENTER EAST project contemplated by THIS DECLARATION including parcels of ground, which may be annexed hereto pursuant to the provisions hereof, may include a diversity of business, industrial, and commercial uses.

## **ARTICLE X** **THE ASSOCIATION**

- 10.1 FORMATION. The DECLARANT may hereafter in its sole discretion form and organize an ASSOCIATION of LOT OWNERS as a non-profit corporation under the laws of the Commonwealth of Pennsylvania with necessary, reasonable and equitable BY LAWS and ASSOCIATION RULES adopted by the DECLARANT.
- 10.2 OWNER ACCEPTANCE OF MEMBERSHIP. OWNER covenants and agrees to accept membership in the ASSOCIATION, if formed and organized, and to hold such membership so long as said OWNER shall own a LOT OWNER covenants and agrees that such membership shall automatically terminate when said OWNER no longer owns said LOT. OWNER expressly agrees to be bound by the BY LAWS and RULES of the ASSOCIATION, including payment of any assessments for operational and capital expenses of the ASSOCIATION.

- 10.3 AGREEMENT TO PAY ASSESSMENTS. If an ASSOCIATION is formed OWNER shall pay such operational and capital assessments charged from time to time by the ASSOCIATION when and as the same are due. The assessments, together with such interest thereon and costs of collection thereof, shall be a charge upon OWNER'S LOT and shall be a continuing lien upon the LOT against which such assessment(s) is made.
- 10.4 DECLARANT MEMBERSHIP. DECLARANT may be a member of the ASSOCIATION in accordance with the BY LAWS and RULES. HOWEVER, UNDER NO CIRCUMSTANCES SHALL DECLARANT BE LEVIED, ASSESSED, OR BE LIABLE FOR ANY CHARGES, DUES, FEES OR ASSESSMENTS MADE OR LEVIED BY THE SAID ASSOCIATION.
- 10.5 POWERS AND AUTHORITY OF THE ASSOCIATION. If formed and organized, the ASSOCIATION shall have all the powers of a non-profit corporation organized under the Non-Profit Corporation Law of the Commonwealth of Pennsylvania, subject only to such limitations upon the exercise of such powers as are expressly set forth in the ARTICLES, THE BY-LAWS, THIS DECLARATION or by any SUPPLEMENTARY DECLARATION. The ASSOCIATION shall have the power to do any and all lawful things which may be authorized, required or permitted to be done by the ASSOCIATION under THIS DECLARATION, the ARTICLES and the BYLAWS, and to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers of the ASSOCIATION including the following which are listed without intent to limit the foregoing articulation:
- (a) ASSESSMENTS. To levy operational and capital assessments on the OWNERS of LOTS and to enforce payment of such assessments, all in accordance with the provisions of THIS DECLARATION.
  - (b) RIGHT OF ENFORCEMENT. Take such action, whether or not expressly authorized herein or in the BYLAWS, RULES, or in any other governing instrument, as the BOARD may reasonably determine appropriate to enforce or effectuate any of the restrictions, limitations, covenants, affirmative obligations, conditions and other provisions of THIS DECLARATION, and the other POCONO MOUNTAINS CORPORATE CENTER EAST PROPERTY DOCUMENTS. The ASSOCIATION may, in its own name, on its own behalf or on behalf of any OWNER of OWNERS who consent thereto, commence and maintain

actions and suits to restrain and enjoin any breach or threatened breach of any POCONO MOUNTAINS CORPORATE CENTER EAST PROPERTY DOCUMENTS and to enforce, by mandatory injunction or otherwise, all of the provisions thereof.

- (c) EASEMENTS AND RIGHT-OF-WAYS. To grant and convey to any person permits, licenses and easements and right-of-ways in, on, over or under the LANDS owned by the ASSOCIATION for the purposes of constructing, erecting, operating or maintaining thereon, therein or thereunder (1) overhead or underground lines, cables, wires, conduits, or other devices for the transmission of electricity and for lighting, heating, power, telephone, television equipment and facilities (cable or otherwise), radio and audio antenna facilities and for other appropriate purposes; (2) public sewer, storm water drains and pipes, water systems, sprinkling systems, water, heating and gas line or pipes; (3) roads; and (4) any similar public or quasi-public improvements or facilities.
- (d) EMPLOYMENT OF MANAGER. To employ the services of any person or entity as manager to manage, conduct and perform the business, obligations and duties of the ASSOCIATION as may be directed by the BOARD. The ASSOCIATION shall have the right to enter into contracts for such purpose. Any agreement for professional management of the ASSOCIATION may not exceed a term of three (3) years and any such agreement must provide for termination by either party, without cause, and without payment of any termination fee or other penalty, upon not more than ninety (90) days advance written notice.
- (e) RIGHT OF ENTRY. Without liability to any OWNER of a LOT, to cause its agents, independent contractors, and employees after reasonable notice to enter upon any LOT for the purposes of: (i) enforcing any and all of the provisions of THIS DECLARATION or any other POCONO MOUNTAINS CORPORATE CENTER EAST PROPERTY DOCUMENT; (ii) maintaining and repairing any portion of a LOT if for any reason whatsoever the OWNER thereof fails to maintain such LOT in good condition and repair as required by THIS DECLARATION or any other POCONO MOUNTAINS CORPORATE CENTER EAST PROPERTY DOCUMENT; or (iii) as reasonably required to promote or protect the general health, safety and welfare.

- (f) MAINTENANCE AND REPAIR CONTRACTS. To contract and pay for, or otherwise provide for, the maintenance, restoration and repair of all ASSOCIATION property.
- (g) INSURANCE. To obtain, maintain and pay for such insurance policies or bonds whether or not required by provisions of THIS DECLARATION or the BY-LAWS, as the ASSOCIATION shall deem to be appropriate for the protection or benefit of the ASSOCIATION, the members of the BOARD, and the members of the DESIGN REVIEW COMMITTEE (when appointed by the ASSOCIATION).
- (h) PROFESSIONAL SERVICES. To contract and pay for, or otherwise provide for, the services of architects, engineers, lawyers, certified public accountants, and such other professional and non-professional services as the ASSOCIATION deems necessary.
- (i) PROPERTY MAINTENANCE. To contract and pay for, or otherwise provide for, the construction, reconstruction, repair, replacement or refinishing of any property of the ASSOCIATION, including, without limitation, any roads, drives or other paved areas upon any portion of the PREMISES not dedicated to any governmental unit, provided that such payment or provision shall be used exclusively to promote the recreation, health, safety and welfare of the residents and users of the PREMISES.
- (j) GENERAL CONTRACTS. To contract and pay for, or otherwise provide for, such materials, supplies, furniture, equipment and labor as and to the extent the ASSOCIATION deems necessary.
- (k) EMPLOYEES. To employ, contract and pay for the services of any persons or entities as employees, agents or independent contractors as may be directed by the BOARD.
- (l) OTHER POWERS. To exercise any other power which exclusively promotes (i) the health, safety and welfare of the OWNERS of the LOTS, or (ii) the improvement, operation and maintenance of the ASSOCIATION property.

#### 10.6 THE ASSOCIATION RULES.

- (a) From time to time the ASSOCIATION may, by a majority vote

of the BOARD, adopt, amend and repeal such RULES and regulations, as it deems reasonable. The ASSOCIATION RULES may also be adopted, amended or repealed by written agreement of members entitled to cast at least sixty (60%) of the votes allocated to all members. Any member may revoke his written agreement to any such action prior to the requisite number of members having so agreed, and any such written agreement by a member shall be effective only if the requisite number of members shall have so agreed to specific action within a period of one hundred twenty (120) days. Once the members have so agreed, such action may not be modified by the BOARD for a period of at least one (1) year, although the same may at any time be further adopted, amended or repealed by action of the members heretofore provided, until the expiration of the ANNEXATION PERIOD. Any action of this BOARD or members pursuant to this subsection 10.7(a) shall be effective only upon being approved in writing by the DECLARANT.

- (b) The ASSOCIATION RULES may not discriminate among OWNERS and shall be consistent with THIS DECLARATION, the ARTICLES and the BY-LAWS.
- (c) A copy of the ASSOCIATION RULES as they may from time to time be adopted, amended or repealed, shall be mailed or otherwise delivered to each OWNER.

10.7 NO PERSONAL LIABILITY. No member of the BOARD or of any committee of the BOARD or of the ASSOCIATION, or any officer of the ASSOCIATION, or the DECLARANT, or any successor DECLARANT, or any other representative or employee of any of the foregoing shall be personally liable to any OWNER, or to any other person for compensatory or punitive damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of such person, provided that such person has, upon the basis of such information as may be possessed by him, acted in good faith, without willful or intentional misconduct.

10.8 EXERCISE OF ASSOCIATION POWERS BY BOARD. The BOARD itself or through the ASSOCIATION'S employees, officers, agents or other persons designated by the BOARD for such purpose shall exercise by and on behalf of the ASSOCIATION all powers, duties and authority vested in or delegated to the ASSOCIATION and not otherwise requiring the consent or approval of the members of the ASSOCIATION, or a portion or percentage thereof by other provisions

of THIS DECLARATION, the ARTICLES or the BY-LAWS.

10.9 LIMITATIONS ON CERTAIN ACTIONS. NOTWITHSTANDING ANYTHING TO THE CONTRARY PROVIDED IN THIS DECLARATION, NEITHER DECLARANT NOR ANY SUCCESSOR DECLARANT SHALL, UNTIL THE EXPIRATION OF THE ANNEXATION PERIOD, BE SUBJECT TO OR BOUND BY, ANY ACTION, RULES OR REGULATIONS TAKEN OR ADOPTED BY THE BOARD, THE ASSOCIATION OR ANY BODY OF THE ASSOCIATION UNLESS AND UNTIL DECLARANT (OR A SUCCESSOR DECLARANT) EXPRESSLY AGREES, IN WRITING, TO BE SUBJECT TO OR BOUND BY SUCH ACTION, RULES OR REGULATIONS. DECLARANT SHALL HAVE THE FULLEST LATITUDE TO DEVELOP THE PREMISES AND THE ADDITIONAL PROPERTY AND TO SELL OR LEASE LOTS AND LANDS WITHOUT RESERVATIONS OR RESTRICTIONS EXCEPT THOSE IMPOSED BY APPLICABLE ZONING, SUBDIVISION, AND OTHER LAND USE LAWS. UNTIL DECLARANT OR ANY SUCCESSOR DECLARANT HAS COMPLETED AND SOLD OR LEASED ALL OF THE LOTS AND LANDS PERMITTED TO BE CONSTRUCTED, SOLD, LEASED OR TRANSFERRED BY IT UNDER THE THEN APPLICABLE ZONING AND SUBDIVISION LAWS AND ORDINANCES AFFECTING THE PREMISES, NEITHER THE OWNERS, THE ASSOCIATION, THE BOARD NOR ANY COMMITTEE OF THE ASSOCIATION SHALL INTERFERE WITH ANY LAND IMPROVEMENT, SUBDIVISION, CONSTRUCTION, SALE OR LEASING ACTIVITIES OF DECLARANT OR ANY SUCCESSOR DECLARANT ON ANY PORTION OF THE PREMISES OR ON ANY PORTION OF THE ADDITIONAL PROPERTY. THE DECLARANT AND ANY SUCCESSOR DECLARANT MAY MAKE SUCH USE OF THE UNSOLD OR UNLEASED LOTS AND LANDS AS IN THE JUDGEMENT OF THE DECLARANT OR ANY SUCCESSOR DECLARANT, FACILITATES SUCH CONSTRUCTION, IMPROVEMENT, SUBDIVISION, SALE AND/OR LEASING, INCLUDING, WITHOUT LIMITATION: (i) THE USE OF ANY LOT OR LANDS OR ANY PART THEREOF FOR THE MAINTENANCE OF SALES AND RENTAL OFFICES; (ii) THE SHOWING OF PORTIONS OF THE PREMISES; AND (iii) THE DISPLAY OF SIGNS.

10.10 ASSOCIATION BY LAWS.

- (a) The DECLARANT shall be the sole authorized incorporator of the ASSOCIATION and, as Incorporator, the sole person authorized to adopt the initial BY-LAWS of the ASSOCIATION. Thereafter, the ASSOCIATION may, by a majority vote of the

BOARD, adopt such BY-LAWS as it deems reasonable. The BY-LAWS may be amended as therein provided

- (b) The BY-LAWS may not discriminate among OWNERS and shall be consistent with THIS DECLARATION and the ARTICLES.
- (c) A copy of the BY-LAWS as adopted, amended or repealed from time to time, shall be mailed or otherwise delivered to each OWNER.
- (d) In the event of any conflict between the BY-LAWS and any provision of THIS DECLARATION, or the ARTICLES, the provisions of the BY-LAWS shall be deemed to be superseded by the provisions of THIS DECLARATION and the ARTICLES to the extent of such inconsistency.

**ARTICLE XI**  
**COVENANT FOR WATER AND SEWAGE CHARGES**

11.1 **CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENT.**

- (a) Each OWNER and person holding title to any LOT or LANDS by acceptance of Deed therefore, whether or not it shall be so expressed in such Deed, shall be conclusively deemed to covenant and agree, for each LOT and LANDS and IMPROVEMENTS owned, to pay to DECLARANT all charges of whatever type, nature or description are imposed upon each LOT and all LANDS in connection with the provision of water distribution and sewage collection services and any other associated services provided by the DECLARANT to each LOT and all LANDS as such charges are imposed from time to time in accordance with the provisions of Pennsylvania law (the "CHARGES). Notwithstanding the foregoing, upon dedication of the water distribution system serving the LOT by DECLARANT to PAWC the CHARGES with respect to water distribution shall be paid by the LOT OWNER to PAWC and upon dedication by DECLARANT of the sewage collection and treatment facilities serving the LOT to the SEWER AUTHORITY the CHARGES with respect to sewage collection and treatment shall be paid by the LOT OWNER to the SEWER AUTHORITY.
- (b) The CHARGES due DECLARANT, together with interest thereon, costs of collection thereof, and reasonable attorney fees, shall be a charge on the land and shall be a continuing

lien upon the LOT or LANDS against which the CHARGES are made. Notwithstanding any sale or transfer of such LOT or LANDS, such lien shall (together with all proper costs, reasonable attorney fees and interest) continue to constitute a charge against such LOT or LANDS until paid in full. The provisions of this subparagraph shall not apply to PAWC or the SEWER AUTHORITY, each of which have separate enforcement rights and remedies.

- (c) The CHARGES due DECLARANT, together with such interest, cost and reasonable attorney fees, shall also be the personal obligation of each person, firm or entity that is an OWNER of such LOT or LANDS at the time the charges become due and payable. This personal obligation for delinquent CHARGES shall not pass to an OWNER'S successor in title unless expressly assumed by such successor. No such assumption by a successor shall relieve any person from personal liability arising at the time such person was an OWNER. The provisions of this subsection 11.1(c) shall not be construed to limit the application of subsection 11.2. The provisions of this subparagraph shall not apply to PAWC or the SEWER AUTHORITY, each of which have separate enforcement rights and remedies.

#### 11.2 EFFECT OF NONPAYMENT OF THE CHARGES; REMEDIES OF THE DECLARANT.

- (a) Each OWNER on becoming an OWNER of a LOT shall be conclusively deemed to covenant and agree that the DECLARANT may enforce collection of all the CHARGES in the manner specified in THIS DECLARATION. Each OWNER agrees to pay reasonable attorney fees and costs incurred by the DECLARANT in the collection of any of the CHARGES against such OWNER, whether by suit or otherwise, or in enforcing compliance with or specific performance of the terms and conditions of THIS DECLARATION or other POCONO MOUNTAINS CORPORATE CENTER EAST PROPERTY DOCUMENTS as against such OWNER.
- (b) Any CHARGES not paid to the DECLARANT when due shall be deemed to be delinquent. Any CHARGES not paid to the DECLARANT within fifteen (15) days after date due shall be subject to such penalty and interest and at the rate determined from time to time by the DECLARANT, provided that such

penalties and interest shall not exceed the maximum rates permitted by law. The DECLARANT shall have the following rights and remedies to collect the CHARGES due DECLARANT:

- (1) ENFORCEMENT BY SUIT. By commencement and maintenance of a suit at law against any OWNER or OWNERS personally obligated to pay the CHARGES to the DECLARANT. Any judgement rendered in any such action shall include the amount of the delinquency, together with interest thereon as provided by this Article XI, costs of collection, court costs and reasonable attorney fees in such amount as the Court may adjudge against the delinquent OWNER. A suit to recover a money judgement for unpaid CHARGES to the DECLARANT shall be maintainable without foreclosing or waiving the lien hereinafter provided for.
- (2) ENFORCEMENT BY LIEN. By filing a claim of lien or lien as provided by Pennsylvania law.

## **ARTICLE XII** **EXCEPTIONS, RESERVATIONS AND EASEMENTS**

DECLARANT reserves for itself, its successors and assigns, for the purposes incident to its development of the PREMISES, the following easements, reservations, rights and privileges:

- 12.1 RESERVATION OF RIGHT TO MODIFY DECLARATION. DECLARANT excepts and reserves unto itself, its successors or assigns, the continuing right to alter, modify or amend, subtract or add to any of the terms, conditions, reservations, restrictions, covenants, and conditions set forth in THIS DECLARATION as they apply to land then owned by DECLARANT; and provided further that under no circumstances shall any alterations, modifications, amendments, subtractions or additions to THIS DECLARATION alter the covenants, easements, restrictions, exceptions, reservations or conditions imposed upon any LOT conveyed by DECLARANT to any OWNER prior to such amendment or modification.
- 12.2 WITHDRAWAL OF PROPERTY. DECLARANT expressly excepts and reserves the right, in its sole discretion, without the approval or joinder of the ASSOCIATION or any OWNER or any other person to withdraw any portion of the PREMISES and/or the ADDITIONAL PROPERTY from the plan and operation of THIS DECLARATION. In the event the DECLARANT exercises this reserved right, the DECLARANT shall

record a Supplemental Declaration commemorating and designating the portion of the PREMISES or ADDITIONAL PROPERTY withdrawn from the operation and effect of THIS DECLARATION.

- 12.3 RESERVATION OF RIGHT OF DEDICATION. DECLARANT expressly excepts and reserves unto itself the right to dedicate to any municipal entity, body, or agency, or to appropriate public utility companies, rights-of-ways and easement areas for the installation and maintenance of public utilities along lines and over strips of land twenty-five (25) feet in width along side and rear property lines, and twenty-five (25) feet in width along the front property lines of all LOTS as noted on the OFFICIAL MAP, together with accessory rights and easements to locate guy wires, braces, anchors, and to trim such brush, trees and tree limbs as are necessary.
- 12.4 RESERVATION OF RIGHT OF ASSIGNMENT TO ASSOCIATION. The right to transfer or assign, in whole or part, DECLARANT's rights, obligations, or privileges to the ASSOCIATION.
- 12.5 RESERVED POWERS. So long as DECLARANT shall own any LOTS or LANDS, no amendment shall be made to THIS DECLARATION or any other POCONO MOUNTAINS CORPORATE CENTER EAST PROPERTY DOCUMENTS, without the prior written consent of DECLARANT first had and obtained, which consent shall not be unreasonably withheld.
- 12.6 TRANSFER OF DECLARANT'S RIGHTS. In the event DECLARANT exercises its reserved right to transfer to another entity any right, privilege, power or immunity DECLARANT has under the terms and conditions of THIS DECLARATION, such transfer shall be evidenced by a written document in recordable form and shall specify the specific right(s), privilege(s), power(s), or immunity(ies) being transferred to such other person or entity.

### ARTICLE XIII VIOLATION OF COVENANTS

- 13.1 (a) VIOLATION OF COVENANTS. Any OWNER of any LOT or IMPROVEMENT that violates the provisions of THIS DECLARATION shall be subject to all rights, remedies, and penalties which are provided at law, in equity or in THIS DECLARATION.
- (b) VIOLATION AND NUISANCE. Every act or omission whereby

any provision of THIS DECLARATION is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action by DECLARANT, the ASSOCIATION (if formed and organized) or any OWNER or OWNERS of LOTS.

- (c) VIOLATION OF LAW. Any violations of any state, municipal, or local law, ordinance or regulation, pertaining to the ownership, occupation or use of any LOT or IMPROVEMENT other than by DECLARANT is hereby declared to be a violation of THIS DECLARATION and subject to any or all of the enforcement procedures set forth herein.
- (d) ENFORCEMENT. The DECLARANT, or any OWNER (S), shall have the right to enforce, by any proceeding at law or in equity, all the provisions of THIS DECLARATION and all other POCONO MOUNTAINS CORPORATE CENTER EAST PROPERTY DOCUMENTS. The failure of any OWNER to comply with the provisions of any POCONO MOUNTAINS CORPORATE CENTER PROPERTY EAST DOCUMENTS shall give rise to cause(s) of action by the DECLARANT and any aggrieved OWNER for the recovery of damages, or for injunction relief or both. Failure by the DECLARANT or any OWNER to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. A waiver of such right shall be effective only pursuant to an instrument in writing signed by the party to be charged with such waiver and shall be limited to the particular covenant, condition or restriction contained herein which is expressly set forth as being waived.
- (e) REMEDIES CUMULATIVE. Each remedy set forth in THIS DECLARATION shall be in addition to all other remedies whether available at law or in equity, and all such remedies, whether or not set forth in THIS DECLARATION shall be cumulative and not exclusive.

**ARTICLE XIV**  
**GENERAL PROVISIONS**

- 14.1 SEVERABILITY. Invalidation of any one of the provisions of THIS DECLARATION by judgement or court order shall in no way affect any other provisions hereof, and all such other provisions shall remain in full force and effect.

14.2 TERM. The easements, covenants, rights, conditions, affirmative obligations and restrictions of THIS DECLARATION shall run with and bind the land, and shall inure to the benefit of and be enforceable by the DECLARANT or the OWNER of any LOT, their respective legal representatives, heirs, successors and assigns until there shall be recorded an instrument directing the termination of THIS DECLARATION signed by not less than seventy-five (75%) of all OWNERS of all LOTS.

14.3 AMENDMENTS.

(a) In addition to the rights reserved to DECLARANT pursuant to Article XII to amend, modify or supplement this DECLARATION, and unless specifically provided to the contrary by any other provision hereof, THIS DECLARATION may be amended pursuant to the written consent of sixty-six and six tenths percent (66.6%) of all OWNERS of all LOTS.

(b) Any such amendment shall become effective immediately upon recordation in the RECORDER'S OFFICE. Any other attempt to amend the provisions of THIS DECLARATION shall be null and void and of no effect.

14.4 DELIVERY OF NOTICES AND DOCUMENTS. Unless otherwise permitted or provided herein, any written notice or other documents addressed to the DECLARANT, any successor DECLARANT, the DESIGN REVIEW COMMITTEE, the ASSOCIATION (if formed and organized), or any other committee or entity permitted or contemplated by THIS DECLARATION, may be delivered either personally or by registered mail, return receipt requested, with a duplicate copy mailed in either case at approximately the same time by regular First Class mail. If by registered mail, it shall be deemed to have been given, delivered and received seventy-two (72) hours after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to the address made known for such purpose by such prospective addressee. Any such address may be changed at any time by the party to receive such notice by delivering a written notice of such change of address to the DECLARANT or, if the ASSOCIATION has been formed, to the ASSOCIATION secretary. Each OWNER of a LOT shall file his correct mailing address with the DECLARANT and shall promptly notify the DECLARANT, or if the ASSOCIATION has been formed and organized, the ASSOCIATION secretary, in writing, or any subsequent change of address.

14.5 THIS DECLARATION. By acceptance of a deed to any LOT or by

acquiring any ownership interest in any portion of the PREMISES, each person or entity, for himself or itself, his heirs, personal representatives, successors, transferees and assigns, binds himself, his heirs, personal representatives, successors, transferees and assigns, to all of the provisions, restrictions, covenants, conditions, rules and regulations now or hereafter imposed by THIS DECLARATION and any amendments or supplements thereof. In addition, each person by so doing thereby acknowledges that THIS DECLARATION sets forth a general scheme for the improvement and development of the real property covered hereby, and hereby evidences his intent that all the restrictions, conditions, covenants, rules and regulations contained herein shall run with the land and be binding on all subsequent and future OWNERS, grantees, purchasers, assignees, and transferees thereof. Furthermore, each OWNER fully hereby covenants, acknowledges, and agrees that THIS DECLARATION shall be mutually beneficial to and enforceable by subsequent and future OWNERS.

14.6 UTILITY EASEMENTS. Each LOT shall be conveyed to OWNERS and thereafter held by such OWNERS, their successors and assigns, subject to any and all easements of record at the time of the initial conveyance of the particular LOT involved to an OWNER for the use and benefit of the several authorized public and/or other utilities, including but not limited to, telephone, cable television, sanitary sewers, water gas and electrical and drainage easements. No LOT OWNER shall damage or interfere with the installation and maintenance of such utilities, or in any manner change the direction of flow of drainage channels in any such easements, or in any manner obstruct or retard the flow of water through drainage channels in any such easements.

14.7 HEADINGS AND INTERPRETATIONS.

(a) The headings introducing the text of the several sections of THIS DECLARATION are solely for convenience of reference and shall not constitute part of THIS DECLARATION or affect its meaning in any way.

(b) In event of any conflict between the provisions of THIS DECLARATION and the provisions of the ARTICLES and/or BYLAWS and/or RULES, the provisions of THIS DECLARATION shall prevail.

14.8 REFERENCE OF PRONOUNS. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter,

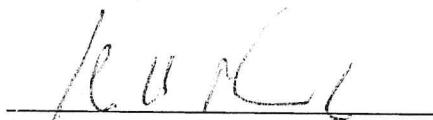
singular and plural as the identity of the person or persons or entities may require.


- 14.9 DECLARANT APPROVAL. If the approval or consent of DECLARANT to certain action is required pursuant to any provision of THIS DECLARATION or of any other POCONO MOUNTAINS CORPORATE CENTER EAST PROPERTY DOCUMENTS, DECLARANT shall be deemed to have approved or consented to such action if DECLARANT has not notified the BOARD of its disapproval or withholding of its consent within one hundred twenty (120) days after a request for DECLARANT'S approval or consent has been sent to DECLARANT by registered mail, return receipt requested, addressed to such address as shall have been given by DECLARANT to the BOARD (or if no such address has been given, addressed to the address of DECLARANT'S registered office in Pennsylvania).
- 14.10 CAPTIONS. All captions or descriptive headings set forth in THIS DECLARATION are for convenience of reference only and do not in any way limit or amplify the provisions hereof.
- 14.11 GOVERNING LAW. THIS DECLARATION shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, DECLARANT by and through its duly authorized officers has caused this instrument to be executed and its corporate seal impressed thereon the day and year first above written.

ATTEST:

POCONO MOUNTAINS INDUSTRIES, INC.

  
\_\_\_\_\_  
(Asst.) Secretary

By:   
\_\_\_\_\_  
(Vice) President

(CORPORATE SEAL)



1 **FIRST AMENDMENT TO DECLARATION OF RIGHTS, EASEMENTS, COVENANTS,**  
2 **CONDITIONS, AFFIRMATIVE OBLIGATIONS AND RESTRICTIONS APPLICABLE**  
3 **TO POCONO MOUNTAINS CORPORATE CENTER EAST**  
4

5 THIS FIRST AMENDMENT to that certain Declaration of Rights, Easements,  
6 Covenants, Conditions, Affirmative Obligations and Restrictions Applicable to Pocono  
7 Mountains Corporate Center East is made this \_\_\_\_\_ day of October, 2008, by Pocono  
8 Mountains Industries, Inc., a Pennsylvania not-for-profit corporation (“DECLARANT”) with the  
9 joinder of Spread Eagle Development Corp.

10 **BACKGROUND**

11 A. DECLARANT heretofore adopted a certain Declaration of Rights, Easements,  
12 Covenants, Conditions, Affirmative Obligations and Restrictions Applicable to Pocono  
13 Mountains Corporate Center East (the “DECLARATION”) which DECLARATION is dated  
14 January 18, 2002 and is recorded in the Office for the Recording of Deeds, etc., at Stroudsburg,  
15 Pennsylvania, in and for the County of Monroe (the “Recorder’s Office”), in Record Book  
16 Volume 2113, Page 2115.

17 B. DECLARANT excepted and reserved the right to alter, modify or amend, subtract  
18 or add to any of the terms, conditions, reservations, restrictions, covenants and conditions set  
19 forth in the DECLARATION all as more fully set forth in Article XII of the DECLARATION  
20 and, in particular, paragraph 12.1 thereof.

21 C. DECLARANT heretofore conveyed certain premises in Pocono Mountains  
22 Corporate Center East to Spread Eagle Development Corp. by: (i) deed dated August 19, 2003,  
23 recorded in the aforesaid Recorder’s Office in Record Book Volume 2164, Page 3771, and (ii)  
24 deed dated February 21, 2007, recorded in the aforesaid Recorder’s Office in Record book  
25 Volume 2297, Page 2961 (collectively the “SPREAD EAGLE PREMISES”).

26 D. DECLARANT desires to amend certain provisions of the DECLARATION with  
27 the joinder of Spread Eagle Development Corp. as to the SPREAD EAGLE PREMISES and  
28 desires to subject the PREMISES including, without limitation the SPREAD EAGLE  
29 PREMISES, to the amendments to the DECLARATION hereinafter set forth and further desires  
30 to commemorate such amendment by means of this instrument.

31 NOW, THEREFORE, the DECLARANT hereby declares that the DECLARATION is  
32 hereby amended in the following respects:

33 1. **Amendment to Article II Definitions.** The following amended and  
34 restated definitions and/or new definitions are hereby added to the DECLARATION:

35 “(ii) **WALL SIGN.** ‘WALL SIGN’ shall mean a signed fastened to or  
36 painted on the wall of a building or structure in such a manner  
37 that the wall becomes the supporting structure for, or forms the

- 1 background surface of, the sign and that does not project more  
2 than fifteen inches from such building or structure.
- 3 (iii) BACKLIGHTING. The use of a light source behind an awning,  
4 canopy, or other semi-transparent material to illuminate or  
5 intensify the effect of that material.
- 6 (iv) ELECTRONIC MESSAGE SIGN. An electrically activated sign  
7 that can be electronically changed or programmed including, but  
8 not limited to, light emitting diode signs and all types of digital  
9 signs, such as plasma display panels, liquid crystal displays,  
10 computer monitors, and televisions.
- 11 (v) FLAME ILLUMINATION. Illumination using open flame as the  
12 source of illumination.
- 13 (vi) FLUORESCENT SIGN. Any sign containing fluorescent colors  
14 in the text, graphic, or background.
- 15 (vii) MAIN ENTRANCE FACADE. For purposes of this  
16 DECLARATION the “main entrance facade” is the façade  
17 containing the main entrance to the professional office building  
18 designed for entry and exit of the majority of tenants and visitors  
19 to the building or in a professional office building with multiple  
20 separate demised areas between tenants the main entrance façade  
21 shall be the façade containing the entrances to each separate  
22 demised or divided area of the building.
- 23 (viii) OFFICE. A room or group of rooms used for conducting the  
24 affairs of a business, profession, service, industry, or government  
25 and generally furnished with desks, tables, files, and  
26 communication equipment.
- 27 (ix) OFFICE BUILDING. A building used primarily for conducting  
28 the affairs of a business, profession, service, industry, or  
29 government, or like activity, and may include ancillary services  
30 for office workers and visitors, such as a restaurant, coffee shop,  
31 newspaper or candy stand, and child care facilities.
- 32 (x) PROFESSIONAL OFFICE BUILDING. An office building used  
33 for the conduct of one or more recognized professions such as  
34 accounting services, legal services, architecture, land use  
35 planning, civil engineering, dental services, or medical services  
36 and containing offices for the practitioners of the recognized

1 profession together with ancillary facilities used in or related to  
2 the conduct of the profession.

3 2. **Amendment to Section 7.2(o)**. Article VII, Section 7.2(o) of the  
4 DECLARATION is hereby amended and completely restated to read as follows:

5 “(o) WALL SIGNS shall conform to the following standards:

- 6 1) There shall be no more than one wall sign for each  
7 principal building except where the building abuts two or  
8 more streets, additional such signs, one oriented to each  
9 abutting street, shall be permitted.
- 10 2) The gross surface area of a wall sign shall not exceed  
11 10% of the area of the building wall, including doors and  
12 windows, to which the sign is to be affixed, or 250 square  
13 feet, whichever is smaller. The gross surface area of a  
14 wall sign may be increased by 20%, except that the gross  
15 surface area of the sign shall not exceed 250 square feet,  
16 if such wall sign:
  - 17 a) Consists only of individual, outlined alphabetic,  
18 numeric and/or symbolic characters without  
19 background, except that provided by the building  
20 surface to which the sign is to be affixed.
  - 21 b) If illuminated, such illumination is achieved  
22 through shielded spot lighting, but not any  
23 lighting where the light source is visible or  
24 exposed on the face or sides of the characters.
- 25 3) A wall sign may be located on the outermost wall of any  
26 principal building, but shall not project more than 15  
27 inches from the wall to which the sign is to be affixed.
- 28 4) A wall sign shall not project higher than the parapet line  
29 of the wall to which the sign is to be affixed or 40 feet, as  
30 measured from the base of the building wall to which the  
31 sign is to be affixed, whichever is lower.
- 32 5) Where a principal building is devoted to two or more  
33 permitted uses, the operator of each such use may install a  
34 wall sign upon his/her proportionate share of the building  
35 wall to which the sign is to be affixed. The maximum  
36 gross surface area of each sign shall be determined by

1 calculating the proportionate share of the area of the  
2 building wall, including doors and windows, to which the  
3 sign is to be affixed and applying such proportion to the  
4 total permitted wall sign aggregate gross surface area for  
5 the building.

- 6 6) Wall signs may be erected on the façade that abuts or is  
7 visible from a state road in accordance with the following  
8 schedule:

9 Facade Area	Maximum Aggregate Wall Sign Area
10 0 to 5,000 sq. ft.	The aggregate area of permitted wall 11 signs shall be the lesser of 5% of the 12 wall façade area (including window and 13 door areas and cornices to which the 14 wall sign is attached) or 250 sq. ft.
15 5,001 sq. ft. or greater	The aggregate area of permitted wall 16 signs shall be the lesser of 3% of the 17 wall façade area (including window and 18 door areas and cornices to which the 19 wall sign is attached) or 500 sq. ft.”

22 3. **Amendment to Section 7.3.** Article VII, Section 7.3 of the  
23 DECLARATION is hereby amended and completely restated to read as follows:

24 “7.3 **GENERAL SIGN DESIGN STANDARDS.**

- 25 (a) No sign shall be erected within twenty (20) feet of the  
26 nearest right-of-way of any PUBLIC STREET.
- 27 (b) All SIGN illumination shall be provided by a concealed  
28 source. In extension of the foregoing, all sign  
29 backlighting shall be contained within the area of the  
30 SIGN and made of non-glare material.
- 31 (c) All wiring and appurtenant electrical equipment  
32 associated with any SIGN shall be installed underground  
33 or within the SIGN or its supporting structure.
- 34 (d) Maintenance: Every signs shall be maintained in good  
35 repair and in a safe, clean, and attractive condition.”

36 4. **Addition of New Section 7.4.** A new Section 7.4 is added to Article VII  
37 of the DECLARATION and shall read as follows:  
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1  
2 “7.4 PROHIBITED SIGNS: the following signs are hereby expressly  
3 prohibited: All signs not expressly permitted under this  
4 DECLARATION are prohibited. Prohibited signs include, but are not  
5 limited to, all of the following:

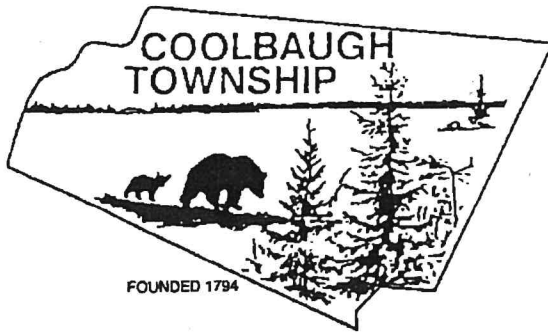
- 6 1) “A” frame, curb, sidewalk or sandwich signs except as a  
7 temporary business sign as set forth in Section 7.2
- 8 2) Abandoned or dilapidated signs.
- 9 3) Any sign which emits a sound, odor or visible matter.
- 10 4) Banners, pennants, streamers, balloons and other  
11 inflatable signs or gas filled figures.
- 12 5) Moving and flashing signs except for time and  
13 temperature indicators whose movement is either digital  
14 or analog.
- 15 6) Obscene or pornographic signs or signs advertising  
16 obscene or pornographic information or materials. Any  
17 sign which exhibits statements, words or pictures of  
18 obscene or pornographic mater or information, or  
19 contains advertising material or information for obscene  
20 or pornographic material or information.
- 21 7) Off-Premises signs.
- 22 8) Portable and wheeled signs, except as a temporary  
23 business sign as set forth in Section 7.2.
- 24 9) Projecting signs.
- 25 10) Roof signs.
- 26 11) Signs which imitate, interfere with, obstruct the view of  
27 or can be confused with any authorized vehicular or  
28 pedestrian traffic control safety sign, signal or other  
29 device.
- 30 12) Temporary signs for which the time restrictions have  
31 expired.
- 32 13) Vehicle signs.



1 STATE OF PENNSYLVANIA :  
2 SS  
3 COUNTY OF MONROE :  
4

5 On this, the \_\_\_\_ day of \_\_\_\_\_, 2008, before me, a Notary Public in and  
6 for said County and State, the undersigned officer, personally appeared  
7 \_\_\_\_\_, who acknowledged himself to be the (Vice)  
8 President of **Pocono Mountains Industries, Inc.**, a corporation, and that he as such (Vice)  
9 President, being authorized to do so, executed the foregoing instrument for the purposes herein  
10 contained by signing the name of the corporation by himself as (Vice) President.

11 IN WITNESS WHEREOF, I have hereunto set my hand and official seal.  
12  
13 \_\_\_\_\_



## COOLBAUGH TOWNSHIP MUNICIPAL CENTER

5550 Memorial Blvd., Tobyhanna, PA 18466  
(570) 894-8490 • FAX (570) 894-8413

July 3, 2008

Monroe County Planning Commission  
Administrative Center  
ATTN: Mr. John Woodling, Planning Director  
1 Quaker Plaza, Room 106  
Stroudsburg, PA 18360-2169

**SUBJECT: AMENDMENT TO COOLBAUGH TOWNSHIP CODE OF ORDINANCES #97,  
CHAPTER 27, ZONING RE: SIGNS REGULATIONS**

Dear John:

At their regular meeting held on July 1, 2008, the Board of Supervisors, adopted the Amendment to the Township Code of Ordinances, Number 97, Chapter 27, Zoning, relating to Sign Regulations. Enclosed, for the Monroe County Planning Commission files is a copy of the signed Amendment.

If you have any questions, do not hesitate to contact me.

Sincerely,

BOARD OF SUPERVISORS

Linda Frutchey  
Township Secretary

cf: with enclosure:

Board of Supervisors' Read File  
Jerry F. Hanna, Township Solicitor  
H. Clark Connor, PC\ZHB Solicitor  
Russ Kresge, Township Engineer  
Marc Wolfe, Esquire ✓  
Todd Schollhammer, Zoning Officer  
Tim Kresge, Zoning Officer  
Saundra Tigue, Twp. Receptionist  
Correspondence Out  
Administrative File

JUL - 8 2008

Code of Ordinances #97  
ORDINANCE NO. 2008 - \_\_\_\_\_

COOLBAUGH TOWNSHIP, MONROE COUNTY, PENNSYLVANIA

AN ORDINANCE OF COOLBAUGH TOWNSHIP, A SECOND CLASS TOWNSHIP OF THE COUNTY OF MONROE, COMMONWEALTH OF PENNSYLVANIA FOR THE PURPOSE OF AMENDING CHAPTER 27 ("ZONING") OF THE TOWNSHIP CODE OF ORDINANCES BY PROVIDING FOR SEVERABILITY AND THE REPEAL OF PRIOR INCONSISTENT ORDINANCES.

WHEREAS, the Board of Supervisors of Coolbaugh Township, Monroe County, Pennsylvania desire to amend the Township Zoning Ordinance; and

WHEREAS, the Coolbaugh Township Planning Commission and the Board of Supervisors (the "Supervisors") have reviewed the proposed amendment; and

WHEREAS, the Supervisors submitted the proposed amendment to the Coolbaugh Township Planning Commission on May 12, 2008 for review and comment as required by the Coolbaugh Township Code and the MPC; and

WHEREAS, the Coolbaugh Township Planning Commission made a recommendation to the Supervisors on May 12, 2008 to approve the proposed amendment; and

WHEREAS, the Supervisors submitted the proposed amendment to the Monroe County Planning Commission for review and comment on May 27, 2008 as required by Section 609(e) of the MPC; and

WHEREAS, the Supervisors advertised the public hearing and notice of intent to adopt the proposed amendment to the Zoning Ordinance on June 4 + June 11, 2008 as provided by the Coolbaugh Township Code, the MPC, and the Pennsylvania Second Class Township Code; and

WHEREAS, the Supervisors held a public hearing pursuant to public notice on the proposed amendment on July 1, 2008, 2008 as required by Section 609(b) of the MPC; and

WHEREAS, the Supervisors have determined that the proposed amendment is in the best interests of Coolbaugh Township and its citizens, and is consistent with the overall community objectives of the Comprehensive Plan adopted by Coolbaugh Township.

NOW, THEREFORE, in consideration of the foregoing, be it ordained and enacted and it is hereby ordained and enacted by the authority of the Board of Supervisors of Coolbaugh Township:

**SECTION 1. General Provisions.** Chapter 27 of the Coolbaugh Township Code, Zoning Ordinance is hereby amended as set forth below, such amendment being adopted and incorporated in the official ordinance books by reference with the same force and effect as if duly recorded therein.

**SECTION 2. Repealer.** All ordinances, code sections, or parts thereof in conflict herewith are hereby repealed to the extent of such conflicts.

1           **SECTION 3. Severability.** Should any sentence, section clause, part or provision of this  
2 ordinance be declared by a court of competent jurisdiction to be invalid, the same shall not affect the  
3 validity of the ordinance as a whole, or any part not declared to be invalid.

4  
5           **SECTION 4. Effective Date.** This ordinance shall become effective immediately upon its  
6 passage.

7  
8           **SECTION 5. The Amendments:**

9  
10          1.       **Amendment to §27-902 Definitions.** Add the following definitions to §27-902.11:

11  
12                   “BACKLIGHTING -- The use of a light source behind an awning,  
13 canopy, or other semi-transparent material to illuminate or intensify the  
14 effect of that material.

15  
16                   ELECTRONIC MESSAGE SIGN -- An electrically activated sign that  
17 can be electronically changed or programmed including, but not limited  
18 to, light emitting diode signs and all types of digital signs, such as  
19 plasma display panels, liquid crystal displays, computer monitors, and  
20 televisions.

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22                   FLAME ILLUMINATION -- Illumination using open flame as the  
23 source of illumination.

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25                   FLUORESCENT SIGN -- Any sign containing fluorescent colors in the  
26 text, graphic, or background.

27  
28                   MAIN ENTRANCE FACADE -- For purposes of Section 907 of this  
29 Ordinance the “main entrance facade” is the facade containing the main  
30 entrance to the professional office building designed for entry and exit of  
31 the majority of tenants and visitors to the building or in a professional  
32 office building with multiple separate demised areas between tenants the  
33 main entrance facade shall be the facade containing the entrances to each  
34 separate demised or divided area of the building.

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36                   OFFICE -- A room or group of rooms used for conducting the affairs of a  
37 business, profession, service, industry, or government and generally  
38 furnished with desks, tables, files, and communication equipment.

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40                   OFFICE BUILDING -- A building used primarily for conducting the  
41 affairs of a business, profession, service, industry, or government, or like  
42 activity, and may include ancillary services for office workers and  
43 visitors, such as a restaurant, coffee shop, newspaper or candy stand, and  
44 child care facilities.

45  
46                   PROFESSIONAL OFFICE BUILDING - An office building used for the  
47 conduct of one or more recognized professions such as accounting  
48 services, legal services, architecture, land use planning, civil engineering,  
49 dental services, or medical services and containing offices for the

1 practitioners of the recognized profession together with ancillary  
2 facilities used in or related to the conduct of the profession.”

3  
4 2. Amendment to §27-903.3. Amend and completely restate §27-903.3 by adding a new  
5 subsection E to read as follows:  
6

7 “E. .Sign Illumination. Sign illumination applies to all signs and  
8 shall be subject to the following regulations:  
9

10 (1) Color of Light - Signs may display colored light as  
11 follows:  
12

13 (i) Any sign may display white light in:  
14

- 15 a. Residential areas
- 16 b. Rural areas.
- 17 c. Commercial areas.
- 18 d. Industrial areas.

19  
20 (ii) Signs may display colored light in the following  
21 locations:  
22

23 a. Signs for Commercial activities shall be  
24 located at least two hundred (200') feet from the property line of  
25 an existing residence.  
26

27 b. Signs for Industrial activities shall be  
28 located at least five hundred (500') feet from the property line of  
29 an existing residence.  
30

31 (2) Types of Sign Illumination.  
32

33 (i) The following types of sign illumination are  
34 prohibited in all areas.  
35

- 36 a. Bare Bulb Illumination.
- 37 b. Flame Illumination.
- 38 c. Backlighting of canopies, marquees, and  
39 awnings.
- 40 d. Beacons.

41  
42 (ii) Indirect Illumination. Indirect illumination of  
43 signs is permitted in all areas.  
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45 (iii) Internal illumination is permitted in all areas but  
46 residential when:  
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- 48 a. Only the letters, logos, and/or symbols  
49 are illuminated; or  
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b. Illuminated channel letters, logos, and/or symbols are utilized.

(3) Floodlight Illumination. Floodlight illumination is permitted in all areas but residential.

(4) Illumination Regulations.

(i) Lighting shall be aimed and shielded so that no light shines on adjoining properties.

(ii) Lighting shall be aimed and shielded so that no light shines in the eyes of motorists or pedestrians.

(iii) The light shall not be located more than fifteen (15') feet from the sign.

(iv) Shielding shall be provided to prevent glare. All sign illumination must comply with §27-903.3.C of this Ordinance regarding glare.

(v) On-premises signs may be illuminated whenever a business is open plus two (2) hours prior to opening and two (2) hours after closing, provided, however, there shall be no restriction on illumination necessary for the security and/or safety of the facility in question and its premises.

3. Amendment to §27-903.4. Amend and completely restate §27-903.3 by adding a new subsection E to read as follows:

"E. Maintenance. Every sign, including those exempt from permitting and/or permitting fees, shall be maintained in good repair and in a safe, clean, and attractive condition.

4. Amendment to §27-907.A. Amend and completely restate §27-907.A as follows:

"A. Offices, Professional Offices, Industrial and Institutional Use Signs. Office, professional office, industrial, and institutional use signs shall be subject to the same regulations as commercial use signs pursuant to §27-906 except for wall signs which shall be subject to the following regulations and standards:

(1) The height of a wall sign for an office, professional office, industrial, or institutional use shall not exceed the height of the building facade to which it is attached provided, however, in no case shall such a wall sign be located more than 40 feet above ground level on any facade. Wall signs shall be compatible with the architectural motif of the building to which they are

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attached. No wall sign shall cover or interrupt major architectural features.

- (2) Wall signs may be internally or externally illuminated as provided in §27-903.3.E of this Ordinance.
- (3) Wall sign items of information and/or the background surface, if any, to which they are attached, other than the wall or facade, shall be attached to or pinned away from the wall or facade but may project from the wall by such distance as is necessary to accommodate the ballasts, raceway, electrical components, and cabinetry of the wall sign in question provided that the wall sign shall not project from the wall by more than 15 inches.
- (4) Wall signs may be erected on the facade containing the main entrance to the office, professional office, industrial, and/or institutional building, a building facade visible from a State, Federal, or Township street or highway, and/or a building facade facing an interior driveway of a non-residential development, lot, or site.
- (5) The length of a wall sign shall not exceed the lesser of fifty (50') feet or sixty (60%) percent of the width of the facade to which the wall sign is affixed. In the case of a non-residential building with multiple separate demised or divided areas between tenants, the width of the facade to which a wall sign is affixed shall be the portion of the facade used by each separate demised or divided area determined by the intersection of exterior or interior walls, as applicable, of each separate demised or divided area with the facade used by each separate area.
- (6) In an office, professional office, industrial, and/or institutional building with multiple separate demised or divided areas between tenants with each demised area having a separate exterior entrance to such demised area, a wall sign for each separate demised or divided area shall be permitted if the width of the facade to which a wall sign is affixed is the portion of the facade used by each separate demised or divided area determined by the intersection of the interior walls of each separate demised or divided area with the exterior wall facade used by each separate demised area. The maximum area for such wall signs shall not exceed the sign area standards set forth in paragraph 7(b) below.
- (7) In an office, professional office, industrial, and/or institutional building containing multiple tenants with a main entrance to the office, professional office,

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industrial, and/or institutional building designed for entry and exit of the majority of tenants and visitors to the building (that is, where separate exterior entrances for each demised area are not provided) multiple wall signs may be installed on each facade permitted in subsection (4) above provided that:

(a) the number of wall signs on a facade shall not exceed the number of tenants or five (5) walls signs on a facade, whichever is less. Each separate wall sign may display the name of the tenant within the office, professional office, industrial, and/or institutional building and/or the name of the building; and

(b) The maximum sign area for a wall sign affixed to the facade of an office, professional office, industrial, and/or institutional building shall not exceed 200 square feet subject, however, to the maximum aggregate sign area for all wall signs set forth below.

(c) The maximum aggregate sign area for all wall signs on each facade of an office, professional office, industrial, and/or institutional building shall be determined in accordance with the following standards:

<u>Facade Area</u>	<u>Maximum Aggregate Wall Sign Area</u>
0 to 5,000 sq. ft.	The aggregate area of permitted wall signs shall be the lesser of 5% of the wall facade area (including window and door areas and cornices to which the wall sign is attached) or 250 sq. ft.
5,001 sq. ft. or greater	The aggregate area of permitted wall signs shall be the lesser of 3% of the wall facade area (including window and door areas and cornices to which the wall sign is attached) or 500 sq. ft.

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(8) The maximum aggregate wall sign area for all wall signs on a single facade of an office, professional office, industrial, and/or institutional building shall not exceed the maximum area set forth in Section (7)(b) above except where a main entrance facade contains separately demised or divided areas for multiple tenants which shall be governed by the provisions of subsection (9) below even though the aggregate wall sign area on the office, professional office, industrial, and/or institutional building facade for all of said separate tenants exceeds the maximum area set forth in Section (7)(b) above.

(9) An office, professional office, industrial, and/or institutional building shall be entitled to all other signage permitted by §27-907 of this Ordinance in addition to wall signs as permitted above."

ENACTED AND ORDAINED by the Board of Supervisors of Coolbaugh Township, Monroe County, Pennsylvania on this 1 day of July, 2008.

COOLBAUGH TOWNSHIP BOARD OF SUPERVISORS

By: \_\_\_\_\_  
Chairman

By: Lyn Kef  
Vice Chairman

By: [Signature]

By: [Signature]

ATTEST:  
Linda Frutchey  
Linda Frutchey, Secretary

(TOWNSHIP SEAL)

ten thousand (10,000) square feet of gross floor area for business or industry if hereafter erected. Every IMPROVEMENT, LOT or LANDS hereafter put to a business or industrial use, shall provide one (1) off-street truck loading space for the first ten thousand (10,000) square feet plus a minimum of one additional off-street truck loading area for each additional forty thousand (40,000) square feet of gross floor area.

(b) Off-street loading facilities shall be designed to conform to the following specifications:

(1) Each required space shall be no less than twelve (12) feet in width, thirty (30) feet in length, with fourteen (14) foot overhead clearance exclusive of drive and maneuvering space, and located entirely on the lot being served.

(2) There shall be appropriate means of access to a street as well as adequate maneuvering space.

(3) Such facilities shall be designed and used in such a manner as to at no time constitute a nuisance or a hazard or unreasonable impediment to traffic

#### ARTICLE VII SIGNS

7.1. Permitted Signs. The only signs that may be displayed are identification signs, free-standing signs and temporary signs. All exterior signage, of whatever type, must be first approved by the DESIGN REVIEW COMMITTEE.

7.2. Identification Signs. Identification signs for individual businesses shall be permanently attached to the building and shall be part of the architectural design of a building. One sign may be placed on the front, side or rear of a building, or on all sides, provided the area conforms with the formula established by this section.

Signs shall be designed to conform to the following specifications:

(a) All parallel and projecting signs shall not exceed one hundred (100) square feet or twenty percent (20%) of the area of the building face to which they are attached, whichever is less. There shall be a limit of one (1) sign on each yard fronting a street.

(b) Free standing signs shall not exceed one (1) square foot of sign area to two (2) feet of lineal lot frontage. The maximum area of any free standing sign may not exceed thirty-two (32) square feet and not more than one (1) such sign shall be placed on property in single and separate ownership unless such property fronts on more than one (1) street, in which case one (1) sign may be erected on each street frontage.

(c) No sign shall be erected within twenty (20) feet of the nearest right-of-way of any street, road or highway.

7.3. Temporary Signs. All temporary signs shall be erected within the rear half of required yards facing upon street and not more than one (1) such sign shall be placed on the property unless such property fronts on more than one (1) street, in which case (1) such sign may be erected on each street frontage. All temporary signs must be approved by the DESIGN REVIEW COMMITTEE pursuant to Article VIII. All temporary signs shall be removed within thirty (30) days of their intended use unless otherwise stated below.

(1) Only (1) construction sign may be erected during construction to identify the business which will occupy the LOT, builder, contractor, financing, broker, etc. This sign may not exceed thirty-two (32) square feet and must be removed within thirty (30) days of completion of construction.

(2) "Leasing" or "For Sale" signs may not exceed thirty-two (32) square feet and such signs are permitted until the building is eighty percent (80%) occupied or the building is sold. Only one sign is permitted on any building.

(3) No temporary signs shall be placed within the adjacent public right-of-way

ARTICLE VIII  
APPROVAL OF PLANS

8.1. DESIGN REVIEW COMMITTEE Composition, Appointment, Removal.

(a) Committee Composition.

(i) The DESIGN REVIEW COMMITTEE shall consist, at a minimum, of four (4) members of the Board of Directors of DEVELOPER. The number of Committee members may be enlarged by the DEVELOPER in its sole discretion. The Committee shall have exclusive authority under THIS DECLARATION. No member of the