

REGISTER AND RECORDER

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MONROE COUNTY, PA.

DECLARATION OF RIGHTS, EASEMENTS, COVENANTS,
CONDITIONS, AFFIRMATIVE OBLIGATIONS AND RESTRICTIONS
APPLICABLE TO POCONO MOUNTAINS BUSINESS PARK

901000

EXHIBIT "A"

ALL THAT CERTAIN tract or parcel of land and premises, situate lying and being partially in the Township of Coolbaugh and partially in the Borough of Mount Pocono, in the County of Monroe and Commonwealth of Pennsylvania, more particularly described as follows:

BEGINNING at a stone in line of lands of Abraham Yetter; THENCE along lands of Jonathan Brown North forty five degrees East one hundred ten perches to stones; thence South twenty five and three quarter degrees East one hundred seventy seven perches to a post; thence by John Starbird (recently Joseph Moyer's land) South forty five degrees West one hundred three perches to a post; thence along Abraham Yetter's land North twenty eight degrees West one hundred seventy five perches to the place of BEGINNING.

CONTAINING one hundred acres, more or less.

BEING THE SAME PREMISES which Edith M. Senn, by her Deed dated August 11, 1992, and recorded in the Office for the Recording of Deeds, etc., at Stroudsburg, Pennsylvania, in and for the County of Monroe, in Record Book Volume 1843, Page 474, granted and conveyed unto Pocono Mountains Industries, Inc.

EXCEPTING THEREOUT AND THEREFROM 5.51 Acres Oscar Senn a/k/a Oscar F. Senn granted and conveyed unto the Monroe County Industrial Development Authority by Deed dated December 22, 1979 and recorded in the aforesaid Recorder's Office in Deed Book Volume 1017, Page 234.

ALSO EXCEPTING THEREOUT AND THEREFROM 4.3 Acres for roadway purposes taken by Declaration of Taking recorded in the aforesaid Recorder's Office in Deed Book Volume 796, Page 165.

BEING also described on a plan entitled "Major Subdivision Plan Pocono Mountain Park, Section 2, Sheets 2 and 3 of 12", as prepared by Elam & Popoff, PA, and dated November 15, 1992, as follows:

ALL THAT CERTAIN tract or parcel of land situate partially in Coolbaugh Township and partially in the Borough of Mount Pocono, Monroe County, Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at a found concrete monument, said concrete monument being the southwest corner of the herein described tract, thence:

1. North 19 degrees 30 minutes 05 seconds West, along a gore or gap between the herein described tract and lands now or formerly of Pocono Summit Lakes, Inc., passing the southerly right-of-way line of Industrial Park Drive at 2908.01, a distance of 2908.97 feet to a found concrete monument, thence;
2. North 53 degrees 32 minutes 39 seconds East, partially along lands now or formerly of Pocono Mountains Industrial Park, Section 1 and partially along lands now or formerly of Bruce C. Berry, passing the northerly right-of-way line of said Industrial Park Drive at 140.98 feet, a distance of 1836.69 feet to a set iron pin in a found pile of stones, thence;
3. South 20 degrees 03 minutes 06 seconds East, along the land now or formerly of Bruce C. Berry and passing over the municipal boundary into the Borough of Mount Pocono, a distance of 2922.27 feet to a set drill hole in a found stone corner; thence;
4. South 54 degrees 11 minutes 04 seconds West, along the lands now or formerly of Arthur Berry, passing the right-of-way lines of said Industrial Park Drive at 842.48 feet and 923.87 feet and passing the municipal boundary back into Coolbaugh Township, a distance of 1859.32 feet to the point and place of BEGINNING.

CONTAINING: 118.70 +/- Acres gross;
113.19 +/- Acres excluding Industrial Park
Drive

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DECLARATION OF RIGHTS, EASEMENTS, COVENANTS,
CONDITIONS, AFFIRMATIVE OBLIGATIONS AND RESTRICTIONS
APPLICABLE TO POCONO MOUNTAINS BUSINESS PARK

THIS DECLARATION, made on the date hereinafter set forth by POCONO MOUNTAINS INDUSTRIES, INC., a Pennsylvania not-for-profit corporation.

W I T N E S S E T H:

INTRODUCTION

A. Pocono Mountains Industries, Inc. ("DEVELOPER") is the owner of certain real property located mostly in Coolbaugh Township and partly in the Borough of Mount Pocono, Monroe County, Commonwealth of Pennsylvania and described in Exhibit "A" attached hereto and made part hereof by this reference and referred to in THIS DECLARATION as the "PREMISES".

B. The DEVELOPER desires that the PREMISES be held, sold and conveyed subject to 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, 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 individual lots and other real estate to be included therein. These rights, affirmative obligations, easements, covenants, restrictions, liens, charges and conditions shall run with the PREMISES, lots, and other real estate which is the subject matter of THIS DECLARATION and shall be binding on all parties acquiring any right, title or interest in the PREMISES or any part thereof, including such lots, and shall inure to the benefit of each OWNER thereof.

ARTICLE I
DEFINITIONS

The Following words, phrases and terms, when used in fully capitalized form in THIS DECLARATION, any SUPPLEMENTARY DECLARATION, or any Amendment or Supplement to either, shall have the meanings and references as provided for below in this Article I.

1.1. ADDITIONAL PROPERTY. "ADDITIONAL PROPERTY" shall mean: (i) all other parcels of real property any portion of which is contiguous, adjacent to or within two thousand (2,000) feet of the INITIAL PROPERTY or (ii) the real property which at any time hereafter has been annexed to the scheme of THIS DECLARATION pursuant to Article IX below.

1.2. ANNEXATION PERIOD. "ANNEXATION PERIOD" shall mean the time period extending from the date of recording THIS DECLARATION until the later to occur of the following events:

(a) Twenty (20) years after the date of recording of THIS DECLARATION, if no SUPPLEMENTARY DECLARATION provided for by Sections 2.2 and 2.3 below has been recorded to annex any portion of the 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 provided for by Sections 2.2 and 2.3 below.

1.3. ARTICLES. "ARTICLES" shall mean the Articles of Incorporation of the ASSOCIATION as said ARTICLES are amended from time to time.

1.4. ASSOCIATION. "ASSOCIATION" shall mean and refer to a Pennsylvania non-profit corporation, its successors or assigns, that may be formed by the DEVELOPER pursuant to the provisions of Article X of THIS DECLARATION.

1.5. ASSOCIATION RULES. "ASSOCIATION RULES" shall mean the rules and regulations adopted by the ASSOCIATION pursuant to Section 10.6 of THIS DECLARATION.

1.6. AUTHORITY. "AUTHORITY" shall mean the Pocono Mountains Industrial Park Authority, 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 556 Main Street, Stroudsburg, Monroe County, Pennsylvania 18360.

1.7. BOARD. "BOARD" shall mean the Board of Directors of the ASSOCIATION.

1.8. BOROUGH. "BOROUGH" shall mean the Borough of Mount Pocono, Monroe County, Pennsylvania, a political subdivision of the Commonwealth of Pennsylvania.

1.9. BY-LAWS. "BY-LAWS" shall mean the BY-LAWS of the ASSOCIATION adopted pursuant to Section 10.10 of THIS DECLARATION as such BY-LAWS may be amended from time to time.

1.10. DECLARANT. "DECLARANT" shall mean and refer to POCONO MOUNTAINS INDUSTRIES, INC., a Pennsylvania non-profit corporation heretofore referred to, and such successors and assigns as shall acquire any portion of the PREMISES for the purpose of development and be designated by POCONO MOUNTAINS INDUSTRIES, INC. or a successor DECLARANT as a DECLARANT for the purpose hereof by a duly recorded written instrument. Any such designation by POCONO MOUNTAINS INDUSTRIES, INC. or a successor DECLARANT may, by its terms, (a) be for specific designated purposes, (b) be limited in application to specified portions of the PREMISES, or (c) be for all purposes, and may be subject to such limitations or reservations as POCONO MOUNTAINS INDUSTRIES, INC. or such successor DECLARANT may provide in such designation or election. Such designation may also include the right of redesignation by such successor or further successors. Any such designation in a mortgage shall become effective upon the occurrence of such event or events as shall be specified in such document. On occasion, reference may be made to "successor DECLARANTS", "successors to DECLARANT" or "a successor to DECLARANT". Such reference is not intended to limit, modify or affect in any other context the construction of the term "DECLARANT" as defined in this Section 1.9 and is merely so used in a particular context for possible further clarity.

1.11. DECLARANT'S RESERVED POWERS. "DECLARANT'S RESERVED POWERS" shall mean and refer to the powers and prerogatives reserved to DECLARANT as provided for by Article XII and Section 18.13 of THIS DECLARATION.

1.12. 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 Business Park, as the same may be amended from time to time, together with any and all SUPPLEMENTARY DECLARATIONS which may be recorded from time to time pursuant to the provisions of Article IX hereof or of any other provision of THIS DECLARATION.

1.13. DESIGN REVIEW COMMITTEE. "DESIGN REVIEW COMMITTEE" shall mean a committee created pursuant to Article XIII hereof.

1.14. DESIGN REVIEW COMMITTEE RULES. "DESIGN REVIEW COMMITTEE RULES" shall mean the rules adopted by the DESIGN REVIEW COMMITTEE.

1.15. IMPROVEMENTS. "IMPROVEMENTS" shall mean buildings, garages, roads, driveways, walkways, parking areas, fences, walls, artificial pools, hedges, plantings, planted trees and shrubs, and all other structures or landscaping improvements of every kind, nature or description.

1.16. INDUSTRIAL PARK. "INDUSTRIAL PARK" shall mean the Pocono Mountains Industrial Park situate mostly in the Township of Coolbaugh and partly in the Borough of Mount Pocono, Monroe County, Pennsylvania.

1.17. INDUSTRIAL PARK DECLARATION. "INDUSTRIAL PARK DECLARATION" shall mean the Amended and Restated Declaration of Protective Covenants, Easements, Restrictions, Exception, Reservations and Conditions Pertaining to Certain Premises of the Pocono Mountains Industrial Park Authority recorded in the RECORDER'S OFFICE in Deed Book Volume 1198, Page 63.

1.18. INITIAL PROPERTY. "INITIAL PROPERTY" is defined in Subparagraph A of the Introductory Paragraph of THIS DECLARATION and as described on Exhibit "A" annexed hereto and made part hereof by this reference.

1.19. LANDS. "LANDS" shall refer to any parcel of ground and IMPROVEMENTS thereon erected that does not constitute a LOT and which is located within the boundaries of the PREMISES.

1.20. MUNICIPAL AUTHORITY. "MUNICIPAL AUTHORITY" shall mean the Mount Pocono Municipal Authority, a body politic and corporate, organized and existing under the laws of the Commonwealth of Pennsylvania, created by the BOROUGH and charged with the responsibility of owning and operating a Waste Water Treatment Plant which will treat the sewage effluent discharged from all LOTS, LANDS, and IMPROVEMENTS forming part of the PREMISES.

1.21. OFFICIAL MAP. "OFFICIAL MAP" shall mean any plotting or subdivision related to or providing for the subdivision of the PREMISES as well as any recorded plotting, plan or instrument showing avigation height restrictions applicable to the PREMISES.

1.22. POCONO MOUNTAINS BUSINESS PARK. "POCONO MOUNTAINS BUSINESS PARK" shall mean and refer to the INITIAL PROPERTY and the ADDITIONAL PROPERTY. DECLARANT may from time to time by a recorded SUPPLEMENTAL DECLARATION remove one or more portions of the ADDITIONAL PROPERTY from the definition of "POCONO MOUNTAINS BUSINESS PARK" for purposes of THIS DECLARATION so long as any such land(s) to be so removed have not previously been annexed to the scheme of THIS DECLARATION pursuant to Article II.

1.23. POCONO MOUNTAINS BUSINESS PARK PROPERTY DOCUMENTS. "POCONO MOUNTAINS BUSINESS PARK PROPERTY DOCUMENTS" include THIS DECLARATION, any SUPPLEMENTARY DECLARATIONS, all BY-LAWS adopted pursuant to THIS DECLARATION, the ARTICLES, the ASSOCIATION RULES, the DESIGN REVIEW COMMITTEE RULES, any agreement entered into pursuant to THIS DECLARATION, and all amendments and supplements to any of the foregoing.

1.24. LOT. "LOT" shall mean and refer to any numbered or otherwise designated plot of ground shown upon final recorded subdivision map of the PREMISES or any portion of the PREMISES, and any IMPROVEMENTS thereon erected.

1.25. OWNER. "OWNER" shall mean and refer to the record owner (including DECLARANT), whether one or more persons or entities, of: (a) a fee simple title and (b) tenants in possession for life or for a term of years initially in excess of twenty (20) years to any LOT or LANDS including contract sellers, but excluding those having such interest merely 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 terms of years. The term "OWNERS" shall refer to the plural of the term "OWNER" as so defined and shall refer to all such OWNERS unless otherwise limited in a particular context.

1.26. PADER. "PADER" shall mean th Pennsylvania Department of Environmental Resources or any successor body or agency.

1.27. PARKING AREAS. "PARKING AREAS" shall mean and refer to any area on any LOT or LANDS intended to be used for vehicle parking purposes.

1.28. PREMISES. "PREMISES" shall mean and refer to the INITIAL PROPERTY, together with such additional real property as hereafter becomes subject to the provisions of THIS DECLARATION pursuant to the provisions of Article IX of THIS DECLARATION.

1.29. 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, Commonwealth of Pennsylvania.

1.30. 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 real property thereunder.

1.31. TOWNSHIP. "TOWNSHIP" shall mean Coolbaugh Township situate in Monroe County, Pennsylvania, a political subdivision of the Commonwealth of Pennsylvania.

1.32. UNDEVELOPED LOT. "UNDEVELOPED LOT" shall mean any LOT that does not have constructed on it a substantially complete IMPROVEMENT.

1.33. USER CHARGE FEES. "USER CHARGE FEES" shall mean the annual fees provided for as an attachment to this document.

ARTICLE II GENERAL PROVISIONS

2.1. Purpose. The purpose of THIS DECLARATION is to promote business development in an efficient and attractive setting and to provide a desirable location for business in a harmonious relationship with surrounding areas. The development standards set by THIS DECLARATION are intended not only to create that harmonious relationship, but also to encourage architectural consistency in keeping with the purpose of THIS DECLARATION.

2.2. Employment Requirement. Development of THE PREMISES shall be restricted to uses which provide employment for the lesser of either: (a) a minimum of one (1) employee per one thousand (1,000) sq. ft. of building area or (b) provide a minimum number of jobs based on ten (10) employees per acre conveyed.

2.3. 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.

2.4. Government Regulations. Each OWNER of land subject to THIS DECLARATION shall be responsible for compliance with all applicable laws, regulations, and rules of the United States, the Commonwealth of Pennsylvania, and political subdivisions and agencies of the Commonwealth of Pennsylvania.

ARTICLE III
USES

3.1. Permitted Uses. LOTS and IMPROVEMENTS may be used for any purpose permitted under the applicable TOWNSHIP or BOROUGH Zoning Ordinance, provided, however, that notwithstanding any permit issued by either or both the TOWNSHIP and BOROUGH, all uses of any LOT, LANDS, and/or IMPROVEMENTS shall be subject to the approval of the DESIGN REVIEW COMMITTEE and the provisions of THIS DECLARATION.

3.2. Prohibited Uses. The following uses, or any uses substantially similar to them, are prohibited:

- (a) The raising or slaughtering of livestock or the processing of meat, hides, or leather, fish and meat products, vinegar, yeast, and the rendering or refining of fats and oil.
- (b) The incineration, reduction, or treatment of garbage or sewage, except required pretreatment of sewage and recycling.
- (c) The manufacture of asphalt, coke, charcoal, synthetic fuels, cement, explosives, oil cloth, paint, paper, soap and cinder or cement block.
- (d) The refining, bulk storage, for resale or distribution of petroleum.
- (e) The smelting or reduction of ferrous and non-ferrous metal.
- (f) The operation of a junk yard or automobile salvage facility.
- (g) Truck, and bus terminals.
- (h) Public storage facilities.
- (i) Manufacture or storage of products with extensive (greater than 10% of gross floor area) outside storage area.
- (j) Billboards or poster panels except for use by DEVELOPER or its nominee.

- (k) Retail uses except where incidental to basic operation and utilizing less than 5% of gross floor area.
- (l) Businesses requiring outside equipment storage which is greater than 2% of gross floor area.

ARTICLE IV
LOT AND IMPROVEMENT RESTRICTIONS AND CONDITIONS

4.1. Restrictions Applicable to the Use of LOTS and IMPROVEMENTS. The LOTS and all IMPROVEMENTS shall comply with the following minimum standards and characteristics:

(a) Noise. The sound level of any operation (except the operation of motor vehicles or other transportation facilities, operations involved in the construction or demolition of structures, emergency alarm signals, or time signals) shall not exceed the decibel levels in the designated octave bands as stated below. The sound-pressure level shall be measured with a sound level meter and an octave band analyzer that conform to current specifications published by the American Standards Association (American Standard Sound Level Meters for Measurement of Noise and Other Sounds, American Standards Association, Inc., and the American Standard Specification for Octave-Band Filter Set for the Analysis of Noise and Other Sounds, American Standards Association, Inc. shall be used). The maximum permissible sound-pressure levels for smooth and continuous noise shall be as follows (all of the decibel levels stated below shall apply in each case):

<u>FREQUENCY BAND</u> <u>(Cycles Per Second)</u>	<u>MAXIMUM PERMITTED</u> <u>Sound-Pressure Level (Decibels)</u>
0-150	67
150-300	59
300-600	52
600-1200	46
1200-2400	40
2400-4800	34
Above 4800	32

If the noise is not smooth and continuous or is radiated during evening sleeping hours, one (1) or more of the corrections listed below shall be added to or subtracted from each of the decibel levels given above:

<u>Type of Operation or Character of Noise</u>	<u>Corrections in Decibels</u>
Noise occurs between the hours of 10 p.m. and 7 a.m. (evening sleeping)	-3
Noise occurs less than five percent (5%) of any one-hour period.	+5

Noise is of periodic character (hum, scream, etc.), or is impulsive of character (hammering, etc.). In the case of impulsive noise, the correction shall apply only to the average pressure during an impulse, and impulse peaks shall not exceed the basic standards given above.

(b) Air Emissions. The emission of noxious smoke, dust, fumes, gases, odors, mists, vapors, pollens and similar matter, or any combination thereof, which can cause damage (as determined by published government standards, regulations, rules, or determinations) to human or animal health or vegetation, or other forms of property, or which can cause any soiling or staining of persons or property at the point beyond the LOT line of the use creating the emission is prohibited.

(c) Heat and Glare. Any operation producing glare and/or heat shall be performed within an enclosed building or in such a manner as not to be visible or to produce any effect beyond the property line of the LOT on which the operation is located.

(d) Vibration. No use shall cause earth vibrations or concussions detectable beyond property lines without the aid of instruments, except for vibration produced as a result of construction activity.

(e) Electric, Diesel, Gas and Other Power. Every use requiring power shall be so operated that the service lines, substations, or other facilities shall conform to the highest safety requirements, and shall be so constructed and installed as to be an integral part of the architectural features of the building, and, except for essential poles and wires, shall not extend into the yard and shall be suitably screened from streets or any adjacent property which would be adversely affected by such installation.

(f) Storage and Waste Disposal. The following general regulations shall apply to the storage and disposal of materials:

(1) Highly flammable or explosive liquids, solids, or gases shall be stored underground.

(2) No materials or wastes shall be deposited upon a LOT in such form or manner that they may be transferred off the LOT by natural cause or force, nor shall any substance which can contaminate a stream or water course or otherwise render such stream or water course undesirable as a source of potable water supply or recreation, or which will destroy aquatic life, be allowed to enter any stream or water course.

(3) Any materials or wastes, which might cause fumes or dust or which constitute a fire hazard, or which may be edible or otherwise attractive to rodents or insects, shall be stored outdoors only in enclosed containers which are adequate to eliminate such hazards.

(4) Any outdoor storage facilities, including waste containers, shall be enclosed by a dense planting and solid wall or screened fence, in architectural harmony with the main building. Such screen shall be of greater height than anything stored within such screen.

(5) No outdoor storage facility shall extend into any required yard or be placed on that side of a building facing a public street. The area of all outdoor storage shall be deemed part of the total LOT coverage.

(6) Trucks and vans stored outdoors shall be screened from public view by a dense planting and solid wall or screened fence in architectural harmony with the main building

(g) Building Facings. Each building shall face each public street or highway which its LOT abuts. Each side facing a public street shall be constructed of at least twenty-five percent (25%) masonry surface returning on the building sides to a logical terminus. No approval will be given for any full metal-skinned or standard painted concrete block building. No off-street loading or unloading facilities shall be placed on that side of a building facing a public street.

(h) Storm Water Run-Off.

(i) If the coefficient of runoff ("c") on Lots 17, 22 or 23 after development exceeds a value of 0.80, on-site storm water management facilities for the additional storm water generated by the increase in the coefficient of runoff shall be provided.

(ii) If storm water is directed from one drainage basin to another, on-site detention facilities to compensate for the amount directed into a particular drainage system shall be provided.

(iii) The development of Lots 11-16, 18-21, 24 and 25 were not accounted for in the design of the storm water management plan for the subject subdivision, accordingly, individual on-site storm water management facilities must be provided for these lots at the time of land development for each lot.

(iv) Any OWNER who has been deeded all or a part of a detention pond is responsible for the ongoing maintenance of that pond or its part.

(i) Landscaping.

(i) All landscaping shall be the responsibility of the OWNER of the LOT, including the installation and maintenance of all plant material.

(ii) All landscaping designs shall be approved by the DESIGN REVIEW COMMITTEE prior to installation so as to insure an aesthetically pleasing planting scheme for the street trees, entry landscaping, and other specific areas within each LOT, consistent with the landscape design depicted on the plans.

(iii) All proposed landscaping for each LOT must minimally satisfy any applicable TOWNSHIP or BOROUGH requirements relative to landscaping.

(iv) The area surrounding each building shall be suitably and attractively landscaped. Particular emphasis shall be given to screening the parking, docking, and service related areas. Each LOT owner shall submit to the DESIGN REVIEW COMMITTEE for its approval, a planting plan. This plan shall note a planting schedule which includes the botanical names, common names, size, quantity, and general remarks for each plant proposed. Plantings will not be approved unless they conform to the following minimum standards:

(1) Deciduous trees shall have a minimum caliper measurement of two and one-half (2½) inches, measured a minimum of six (6) inches above the soil line.

(2) Coniferous trees shall have a minimum height of six (6) feet.

(3) Evergreen shrubs, except for those used as low ground covers, shall have an average height of twenty (20) inches.

(4) Deciduous shrubs shall have an average of thirty (30) inches.

(v) OWNERS of LOTS which are adjacent to federal, state or township roadways shall be responsible for the design and installation of an adequate landscaped buffer for sufficient visual screening of paved areas.

(j) Each LOT shall not be subdivided or re-subdivided without: (i) the written permission of DEVELOPER, its successors and assigns, and (ii) obtaining all necessary Federal, State, or local governmental subdivision approvals.

(k) Each LOT shall be used only for such commercial, industrial, transportation, research and development, warehousing, and office purposes as are first approved in writing by the DEVELOPER, its successors or assigns, and such additional uses as are thereafter approved by DEVELOPER, its successors and assigns.

(l) Exterior construction of any building, backfilling and grading must be completed within eighteen (18) months from the date that construction operations are commenced.

(m) No fence of any type or description shall be erected upon any LOT without first obtaining the approval, in writing, of the DESIGN REVIEW COMMITTEE. THE DESIGN REVIEW COMMITTEE may refuse to approve the design of any proposed fence purely on aesthetic grounds, provided such grounds are reasonable. An OWNER shall in addition to obtaining the approval of the DESIGN REVIEW COMMITTEE, obtain all governmental approvals for the erection and construction of any fence.

(n) No outside toilet building, outhouse, privy or chemical toilet shall be erected or installed or permitted to remain on any LOT except during construction as permitted or required by any governmental body having jurisdiction.

(o) No sign or lighting shall be displayed or installed on any LOT or IMPROVEMENTS thereon without obtaining the prior written consent of the DESIGN REVIEW COMMITTEE. THE DESIGN REVIEW COMMITTEE may refuse to approve the design of any proposed sign or light purely on aesthetic grounds.

(p) No LOT shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other wastes. Rubbish, trash, garbage, or other wastes shall be kept in sanitary containers. The DESIGN REVIEW COMMITTEE reserves the right to approve or disapprove the location and design of sanitary containers for the disposal of trash, rubbish, garbage, and other wastes on each LOT.

(q) Each OWNER shall prior to the sale, lease, or transfer of title to any LOT obtain the approval of the MUNICIPAL AUTHORITY, its successors or assigns, 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 MUNICIPAL AUTHORITY, its successors or assigns, 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 of such transferee, buyer or tenant. DEVELOPER expressly reserves the right to enforce this covenant. The MUNICIPAL 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.

(r) Each LOT, whether improved or unimproved, and all IMPROVEMENTS erected upon each LOT, shall at all times be maintained in a neat and clean condition; grass, lawns, and landscaping shall be properly cared for and mowed; rubbish, garbage, trash, debris, and other wastes shall be properly removed; and weeds controlled. All IMPROVEMENTS shall be maintained in a neat and clean condition, all structures properly painted and maintained. No LOT shall be used in whole or in part which causes or may cause the emission of any noxious or offensive sounds, dust, gas or other contaminants as determined by the standards set forth in THIS DECLARATION or the rules and regulations promulgated from time to time by DEVELOPER.

(s) Each OWNER shall keep the drainage ditches and swales located on OWNER'S LOT free and clear of obstructions and in good repair, and shall provide for the installation of such culverts upon OWNER'S LOT as may be reasonably required by DEVELOPER for proper drainage.

(t) No drilling, refining, quarrying or mining operation of any kind or nature shall be permitted on any LOT.

(u) No substantial changes in the elevation of the land shall be made on any LOT without the prior written consent of

the DESIGN REVIEW COMMITTEE. OWNER shall submit to the DESIGN REVIEW COMMITTEE a grading plan meeting the requirements of Article IV of THIS DECLARATION and Section 8.6 hereof.

(v) No open fires shall be started without the prior written consent of the DESIGN REVIEW COMMITTEE.

(w) All exterior signage and lighting shall be first approved by the DESIGN REVIEW COMMITTEE.

(x) No utility meter, riser, downspout, roof overhang, or other obstruction shall project over any LOT boundary line. No earth cut or fill activities of any kind shall take place in a manner that impairs any adjoining LOT.

(y) Streets adjoining an OWNER'S LOT shall be kept free of gravel, rocks, or debris originating from the OWNER'S LOT.

(z) OWNER shall install a water drain in any areas where water spillage is apt to occur on the OWNER'S LOT.

(aa) OWNER shall install designated driveways for entry and exit upon OWNER'S LOT which driveways shall be properly maintained and repaired by OWNER.

(bb) No liquid, solid, toxic or hazardous waste shall be stored or disposed of on any OWNER'S LOT, either above or beneath ground level, except for the temporary storage thereof pending the removal by motor vehicle or other appropriate means.

4.2. Area and Yard Restrictions. Each lot shall meet the following minimum requirements and/or such more stringent requirements as may be imposed by applicable TOWNSHIP or BOROUGH Ordinance:

(a) Maximum building coverage shall be fifty percent (50%) of lot area; minimum coverage by all IMPROVEMENTS shall be twenty-five percent (25%) of net usable acreage. In computing minimum coverage of multi-story buildings, all floors count towards coverage calculations.

(b) Maximum height for any building, forty (40) feet measured from the mean elevation of the proposed finished grade at the front of the building to the highest point of the roof for flat roofs, to the deck lines of mansard roofs, and to the mean height between eaves and ridge for gable hips, and gambrel roofs. Height limitation shall apply to radio or television aerials, electric utility towers and poles, transmission or radio towers,

flagstaffs, chimneys, parapet walls which extend not more than four (4) feet above the limiting height, water tanks and water towers, elevator shafts, elevator and/or machinery penthouses, provided that any such structures shall not have a horizontal area greater than twenty-five percent (25%) of the roof area of the building.

(c) Any additions or changes to buildings or land, regardless of whether or not it requires municipal approval, must have prior review of the DESIGN REVIEW COMMITTEE.

ARTICLE V
PARKING FACILITIES

5.1. On-Street Parking. Parking along the streets within PREMISES shall be prohibited.

5.2. Required Off-Street Parking Space. Off-street parking spaces shall be provided and properly maintained in accordance with applicable TOWNSHIP and/or BOROUGH Ordinances, however, not less than the following minimum requirements:

(1) One parking space for every two (2) employees generated by the maximum work shift, including shift overlap.

(2) One parking space for all vehicles used in the conduct of business.

(3) Sufficient Reserved parking spaces for normal visitor traffic, but not less than four (4) such spaces.

(4) It is the responsibility of the Owner to accommodate off-street parking for all cars generated by the facility even if the above criteria have been met.

(5) No parking of vehicles, including aisle space, shall be permitted in the front of a line fifty (50) feet back from the property lines parallel to public streets. Parking adjacent to side and rear property lines shall be set back twenty (20) feet and/or outside of designated buffer/setback areas. Use of the setback area for special events requires approval by DEVELOPER. Such events shall not exceed (1) week in duration.

(6) The parking plan shall include appropriately landscaped islands within bulk parking areas where over fifteen (15) car spaces are adjoining.

5.3. General Regulations Applying to Required Off-Street Parking Facilities.

(a) Change in Requirements. Whenever there is an alteration of a structure or a change or extension of a use which increases the parking requirements according to the standards of Section 5.2 above, the total additional parking required for the alteration, change, or extension shall be provided within one hundred twenty (120) days thereof in accordance with the requirements of that section.

(b) Conflict with Other Uses. No parking area shall be used for any use that interferes with its availability for the parking need it is required to serve.

(c) Continuing Character of Obligation. All required parking facilities shall be provided and maintained so long as the use, which the facilities were designed to serve, exists. Off-street parking facilities shall not be reduced unless by reason of diminution in floor area, seating area, the number of employees, or change in other factors controlling the regulation of the number of parking spaces, and such reduction is in conformity with the requirements of this Article. Reasonable precautions shall be taken by the owner or sponsor of particular uses to assure the availability of required facilities to the employees or other persons whom the facilities are designed to serve. Such facilities shall be designed and used in such a manner as not to constitute a nuisance, hazard, or unreasonable impediment to traffic.

(d) Location of Parking Spaces. Required off-street parking space shall be on the same LOT or premises with the principal use served or, where this requirement cannot be met, within three hundred (300) feet of the LOT or premises.

(e) Maintenance of Parking Area. For parking areas of three (3) or more vehicles, the area not landscaped and so maintained, including driveways, shall be graded, surfaced with a dustless, durable all-weather pavement parking surface, and drained to the extent necessary to prevent dust, erosion, or excessive water flow across streets or adjoining property. All off-street parking spaces shall be marked so as to indicate their location.

5.4. Design Standards. The design standards specified below shall be required for all off-street parking facilities with a capacity of three (3) or more vehicles:

(1) Parking lot dimensions shall not be less than those listed in the following table:

<u>Angle of Parking</u>	<u>Parking Width</u>	<u>Stall Depth</u>	<u>Aisle Width Two-Way</u>
90°	10'	20'	24'

(2) Parking areas shall be designed so that each vehicle may proceed to and from the parking space provided for it without requiring the moving of any other vehicle.

(3) The width of entrance and exit drives shall be:

(i) a minimum of twelve (12) feet for one-way use only;

(ii) a minimum of twenty-four (24) feet for two-way use;

(4) For the purpose of servicing any property held under single and separate ownership, entrance or exit drives crossing the street lot line shall be limited to two (2) along the frontage of any single street and their center lines shall be spaced a minimum of sixty (60) feet, measured at the curb line between the center line of any entrance or exit drive and the street line of the street parallel to said access drive.

(5) In no case shall parking areas for three (3) or more vehicles be designed to require or encourage vehicles to back into a public street in order to leave the lot.

ARTICLE VI LOADING FACILITIES

6.1. Off-Street Loading. Every building or structure used for business, trade or industry involved in large volume receipt and distribution by vehicles of materials and merchandise, shall provide space as herein indicated for the loading and unloading of vehicles off the street. Off-street loading and unloading space shall be in addition to, and not considered as meeting, a part of the requirements for off-street parking space. Off-street loading and unloading space shall not be used, designed, intended, or constructed to be used in a manner to obstruct or interfere with the free use of any street or adjoining property. The following minimum off-street loading and unloading space requirements for specific uses shall be provided:

(a) Off-street loading requirements as specified below shall be provided on any LOT on which a building exceeding

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

DESIGN REVIEW COMMITTEE need be an architect or meet any other particular qualification except as provided in this paragraph. The DEVELOPER reserves the right to assign and transfer the functions of the DESIGN REVIEW COMMITTEE to the ASSOCIATION. After such transfer to the ASSOCIATION the composition of the Committee shall be as set forth in the ASSOCIATION BYLAWS.

(b) Appointment, Removal, Etc.

(i) The DEVELOPER shall appoint all members of the "DESIGN REVIEW COMMITTEE" until such time, if any, as the Committee's functions are transferred to the ASSOCIATION.

(ii) The BOARD shall appoint the members of "DESIGN REVIEW COMMITTEE" after transfer of the Committee's functions from the DEVELOPER.

8.2. Function of the DESIGN REVIEW COMMITTEE.

(a) The DESIGN REVIEW COMMITTEE shall:

(i) Consider and act upon any and all proposals or plans submitted to it pursuant to the terms of THIS DECLARATION;

(ii) Ascertain that any IMPROVEMENTS constructed on the PREMISES by anyone other than DECLARANT or a successor DECLARANT, conform to plans previously approved by the DESIGN REVIEW COMMITTEE;

(iii) Adopt rules and regulations;

(iv) Recommend to the DECLARANT or BOARD (as the case may be) enforcement of the provisions of this Article VIII; and

(v) 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) Notwithstanding anything contained in THIS DECLARATION expressly or impliedly to the contrary, and subject to any exceptions provided for by the DESIGN REVIEW COMMITTEE RULES, no IMPROVEMENT shall be constructed upon any LOT until an application including final plans and specifications showing generally the nature, kind, shape, height, materials, dimensions, and location thereof have been submitted to and approved in writing by the DESIGN REVIEW COMMITTEE as to harmony of external design

with the then existing IMPROVEMENTS erected on the PREMISES, conformity with the provisions of THIS DECLARATION, and the location in relation to surrounding structures and topography.

(c) Notwithstanding anything contained in THIS DECLARATION expressly or impliedly to the contrary, and subject to any exceptions provided for by the DESIGN REVIEW COMMITTEE RULES AND REGULATIONS, no building, fence, wall aerial or other projection, addition, structure or other exterior IMPROVEMENTS shall be commenced, constructed, painted, erected or placed upon any LOT nor shall any exterior addition to or change or alteration therein or change or alteration of the exterior finish of any LOT be made until an application including final plans and specifications showing the nature, kind, shape, height, materials, colors, dimensions, and location thereof have been submitted to and approved in writing by the DESIGN REVIEW COMMITTEE as to harmony of exterior design and color with the then existing IMPROVEMENTS erected on the PREMISES, conformity with the provisions of THIS DECLARATION, and location in relation to surrounding structures and topographs. DESIGN REVIEW COMMITTEE approval shall also be required prior to the removal (other than by or on behalf of DEVELOPER) of any tree located on any LOT having a trunk diameter of more than twenty-four (24") inches.

8.3. 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.

8.4. Liability. Neither the DESIGN REVIEW COMMITTEE, either subcommittee, DECLARANT, any successor DECLARANT, nor any member, officer, director or shareholder of any of the foregoing, shall be liable to the ASSOCIATION, any OWNER, or to any other party, for damage, 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 or performance of any work upon the PREMISES, (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 of the DESIGN REVIEW COMMITTEE, or any of the members thereof, so long as with respect to the liability of a member of the DESIGN REVIEW COMMITTEE under this Subsection 8.4, such member has acted in good faith on the basis of such information as may be possessed by him.

8.5. DEVELOPER'S Exception. Notwithstanding anything to the contrary contained in THIS DECLARATION, the provisions of this Article VIII and any rules or regulations adopted by either subcommittee of the DESIGN REVIEW COMMITTEE shall not apply to DEVELOPER.

8.6. Application for Approval. Two sets of plans shall be submitted to the office of DEVELOPER or ASSOCIATION (as the case may be). Such plans shall include the following minimum information:

(a) 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 buildings, structures, or uses and existing buildings in relation to property and street lines. If the application related to property which is scheduled to be developed in successive stages, such plans shall show the relationship of the portion scheduled for initial development to the proposed layout of the entire property.

(b) The location, dimensions, and arrangements of all open spaces, yards, and buffer yards, including methods to be employed for screening.

(c) The location, size, arrangement and capacity of all area to be used for vehicle access, off-street parking, and off-street loading and unloading.

(d) The dimensions, location, and methods of all illumination for signs, if applicable.

(e) The location and dimensions of sidewalks and all other area to be devoted to pedestrian use.

(f) The provisions to be made for water supply, storm drainage, and the treatment and disposal of sewage and industrial wastes.

(g) The capacity and arrangement of all buildings.

(h) A description of any proposed industrial or commercial operations in sufficient detail to indicate the effects of those operations in producing noise, glare, air pollution, water pollution, fire hazards, traffic congestion, or other safety hazards.

(i) A description of the methods to be employed in controlling any noise, glare, air pollution, water pollution, fire hazards, traffic congestion, or other safety hazards.

(j) Plans in sufficient detail to show all floor plans, elevations and exterior materials. An attractive face is required for sides of the building facing public streets, and standard painted concrete masonry block units may not be used on any side. Samples of all exterior elevation surfaces (walls, facia, etc.) shall be submitted along with the plans. Truck loading docks shall not face public streets or highways and insofar as practical should be placed in the rear portion of the side yard or in the rear yards.

(k) A site drainage plan in sufficient detail to indicate storm water management plan with calculations and construction details.

(l) A landscaping plan in sufficient detail to indicate proposed landscaping, including size and type of proposed planting, and surface treatment of the entire site.

(m) 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.

8.7. Decision on Approval or Disapproval. The Board of Directors of DEVELOPER or the ASSOCIATION (as the case may be) shall approve or disapprove plans based on the recommendations of the DESIGN REVIEW COMMITTEE and the plans and any material samples submitted.

8.8. Submission Deadline. All applicants shall submit two (2) sets of plans and other required data and information for review to the DESIGN REVIEW COMMITTEE at least two (2) weeks prior to the regularly scheduled monthly or other meeting of the Board of Directors of DEVELOPER or the ASSOCIATION (as the case may be) in order to receive consideration at such regularly scheduled meeting.

8.9. Application/Review Fee. An application/review fee of Two Hundred Fifty (\$250.00) Dollars is required from each plan application submittal. An additional One Hundred Sixty-Five (\$165.00) Dollars is required for each revised submittal. The foregoing fees may be increased in the future by the DEVELOPER and/or by the ASSOCIATION, in their sole discretion.

ARTICLE IX
ANNEXATION

9.1. Annexation of Additional Real Estate.

(a) The DEVELOPER may desire to annex additional real property to the scheme of THIS DECLARATION and may accomplish such annexation by the recordation of a SUPPLEMENTARY DECLARATION as provided in this Article. Any real property so annexed is herein referred to as the ADDITIONAL PROPERTY.

(b) 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 DEVELOPER or a successor DEVELOPER without the consent of the ASSOCIATION or its members or any mortgagees or other lien holders (other than those holding mortgages or liens on the real property being annexed) by the recordation of a SUPPLEMENTARY DECLARATION as provided for by Sections 9.2 and 9.3 below.

(c) No provision of THIS DECLARATION shall be construed to require DEVELOPER or any other person or entity to annex any real property of the scheme of THIS DECLARATION nor shall any provision of the scheme of development prohibit any real property (other than the INITIAL PROPERTY), whether or not included within the ADDITIONAL PROPERTY owned by DEVELOPER or any other person, from being subjected to another Declaration or scheme of development. The business and industrial park contemplated by THIS DECLARATION including parcels of ground which may be annexed hereto pursuant to the provisions hereof may include a diversity of business and industry types.

9.2. Method of Annexation. The additions authorized by Section 9.1 shall be effectuated by the recordation of a SUPPLEMENTARY DECLARATION. Such SUPPLEMENTARY DECLARATION shall be executed by the DEVELOPER, if the DEVELOPER shall then own any LOTS OR LANDS, and the owners of the real property sought to be annexed to the scheme of THIS DECLARATION by the recordation thereof.

9.3. Contents of SUPPLEMENTARY DECLARATION.

(a) The SUPPLEMENTARY DECLARATION referred to in Section 9.2 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 annexing the property described in the SUPPLEMENTARY DECLARATION to the scheme of THIS DECLARATION and extending the jurisdiction of the DEVELOPER and ASSOCIATION (as the

case may be) to cover the real estate so described in such SUPPLEMENTARY DECLARATION. The character of the real property being annexed and the various business and industry characteristics and development approaches to which the annexed lands 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 contain such complementary additions and modifications to THIS DECLARATION as may be necessary to reflect the different character, if any, of the real property being annexed or the various business and industry characteristics and development approaches to which the annexed land or parts thereof may be subjected all of which may be significantly at variance with that of the PREMISES.

(b) 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 real property described therein shall be subject to the provisions of THIS DECLARATION and all other applicable POCONO MOUNTAINS BUSINESS PARK PROPERTY DOCUMENTS, and the jurisdiction of the DEVELOPER and ASSOCIATION (as the case may be) pursuant to the terms of THIS DECLARATION, the BY-LAWS, and the ARTICLES.

ARTICLE X THE ASSOCIATION

10.1. Formation. The DEVELOPER may form and organize a future 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 RULES AND REGULATIONS adopted by DEVELOPER.

10.2. Owner Acceptance of Membership. OWNER covenants and agrees to accept membership in said ASSOCIATION, if formed and organized, and to hold such membership so long as said OWNER shall own a LOT and OWNER agrees that such membership shall automatically be terminated and relinquished when said OWNER no longer owns said LOT. OWNER expressly agrees to be bound by the BY-LAWS of the ASSOCIATION and the reasonable RULES AND REGULATIONS adopted by the Board of Directors of the ASSOCIATION, including payment of any assessments for operational expenses of the ASSOCIATION.

10.3. Agreement to Pay Assessments. If an ASSOCIATION is formed and organized and if the Board of Directors of the

ASSOCIATION makes any assessments for the operational expenses of the ASSOCIATION upon OWNER, OWNER agrees to pay such assessments 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 each such assessment is made.

10.4. Developer Membership. DEVELOPER may be a member of said ASSOCIATION in accordance with the ASSOCIATION'S BY-LAWS and RULES AND REGULATIONS. However, under no circumstances shall DEVELOPER 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 of the powers of a nonprofit corporation organized under the Nonprofit 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 with respect to such LOTS and LANDS by any SUPPLEMENTARY DECLARATION annexing such LOTS or LANDS. 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 BY-LAWS, 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 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 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 BUSINESS PARK PROPERTY DOCUMENTS. The ASSOCIATION may, in its own name, on its own behalf or on behalf of any OWNER or OWNERS who consent thereto, commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of any POCONO MOUNTAINS BUSINESS PARK PROPERTY DOCUMENTS and to enforce, by mandatory injunction or otherwise, all of the provisions thereof.

(c) Easements and Rights-of-Way. To grant and convey to any third party permits, licenses and easements and rights-of-way 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 sewers, storm water drains and pipes, water systems, sprinkling systems, water, heating and gas lines 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 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 purpose of enforcing any and all of the provisions of THIS DECLARATION or any other POCONO MOUNTAINS BUSINESS PARK PROPERTY DOCUMENT, for the purpose of 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 and so as to present an attractive exterior appearance as required by THIS DECLARATION or any other POCONO MOUNTAINS BUSINESS PARK PROPERTY DOCUMENT, or as reasonably required to promote or protect the general health, safety and welfare of the residents and users of the PREMISES.

(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 any provisions of THIS DECLARATION or any 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.

(h) Professional Services. To contract and pay for, or otherwise provide for, the services of architects, engineers, attorneys and certified public accountants and such other professional and non-professional services as the ASSOCIATION deems necessary.

(i) Road Maintenance. To contract and pay for, or otherwise provide for, the construction, reconstruction, repair, replacement or refinishing of 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 to manage, conduct and perform the business, obligations and duties of the ASSOCIATION as may be directed by the BOARD.

(l) Other Powers. To exercise any other power which exclusively promotes (i) the recreation, health, safety and welfare of the OWNERS of the PREMISES, 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. These rules and regulations may include administrative and policy resolutions. The ASSOCIATION RULES may also be adopted, amended or repealed by written agreement of members entitled to cast at least sixty-five percent (65%) 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 the

BOARD or members pursuant to this Subsection 10.6(a) shall be effective only upon being approved in writing by DEVELOPER.

(b) The ASSOCIATION RULES may not discriminate among OWNERS and shall not be inconsistent with THIS DECLARATION, the ARTICLES or 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 ASSOCIATION, or any officer of the ASSOCIATION, or the DEVELOPER, or any successor DEVELOPER, or the MANAGER, if any, or any other representative or employee of any of the foregoing shall be personally liable to any OWNER, or to any other party, including the ASSOCIATION, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence (including gross 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 for 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 of Application of Certain Action. Notwithstanding anything to the contrary provided in THIS DECLARATION, neither DEVELOPER nor any successor DEVELOPER 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 DEVELOPER (or a successor DEVELOPER) expressly agrees, in writing, to be subject to or bound by such action, rules or regulations. DEVELOPER shall have the fullest latitude to develop the PREMISES and the ADDITIONAL PROPERTY and to sell or lease LOTS and LANDS without reservation or restriction except as imposed by applicable zoning, subdivision, and other land use laws. Until DEVELOPER or any successor DEVELOPER has completed and sold or leased all of the LOTS and LANDS permitted to be constructed, sold, leased or erected by it under the then applicable zoning and subdivision laws and ordinances affecting the PREMISES, neither the

OWNERS, the ASSOCIATION, the BOARD nor any other body of the ASSOCIATION, the OWNERS or the BOARD shall interfere with any land improvement, subdivision, construction, sale or leasing activities of DEVELOPER or any successor DEVELOPER on any portion of the PREMISES or on any portion of the ADDITIONAL PROPERTY. The DEVELOPER and any successor DEVELOPER may make such use of the unsold or unleased LOTS and LANDS as may, in the judgment of the DEVELOPER or successor DEVELOPER, facilitate such construction, improvement, subdivision, sale and leasing, including but not limited to the use of any (or any portions of) such LOTS or LANDS for the maintenance of sales and rental offices, the showing of portions of the PREMISES and the display of signs, all without any charge or payment required with respect to such use and upon the terms and conditions deemed necessary and appropriate by DEVELOPER or such successor DEVELOPER.

10.10. ASSOCIATION BY-LAWS.

(a) The DEVELOPER shall incorporate the ASSOCIATION and, as Incorporator, adopt the initial Bylaws 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 not be inconsistent with THIS DECLARATION or the ARTICLES.

(c) A copy of the BY-LAWS as they may from time-to-time be adopted, amended or repealed, shall be mailed or otherwise delivered to such OWNER.

(d) In the event of any conflict between any such BY-LAWS and any of the other provisions 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 Assessments.

(a) DEVELOPER, for the PREMISES and all portions thereof, including each LOT and all LANDS created hereafter as part of the PREMISES, hereby covenants, and each OWNER and person holding title to any LOT or LANDS by acceptance of a Deed therefor,

whether or not it shall be so expressed in such Deed, is deemed to covenant and agree, for each LOT and LANDS and IMPROVEMENTS owned, to pay to DEVELOPER and/or AUTHORITY all charges of whatever type, nature or description 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 AUTHORITY to each LOT and all LANDS as such charges are imposed from time to time by the AUTHORITY in accordance with the provisions of Pennsylvania law (the "CHARGES").

(b) The CHARGES, together with interest thereon, costs of collection thereof, and reasonable attorneys' 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 other transfer of such LOT or LANDS, such lien shall (together with all proper costs, reasonable attorneys' fees and interest) continue to constitute a charge against such LOT or LANDS until paid in full.

(c) The CHARGES, together with such interest, costs and reasonable attorneys' 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 became 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 the personal liability which arose pursuant to this Subsection 11.1(c) 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.

(d) The provisions of this Article shall be in addition to and shall supplement all rights and remedies the AUTHORITY has under Pennsylvania law to collect the CHARGES.

11.2. Effect of Nonpayment of the CHARGES; Remedies of the AUTHORITY.

(a) Each OWNER on becoming an OWNER of any LOT shall be deemed to covenant and agree to the enforcement of all the CHARGES in the manner specified in THIS DECLARATION. Each OWNER agrees to pay reasonable attorneys' fees and costs incurred 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 BUSINESS PARK PROPERTY DOCUMENT as against such OWNER.

(b) Any CHARGES not paid when due shall be deemed to be delinquent. Any CHARGES not paid within fifteen (15) days after date on which it becomes due shall be subject to such penalty and interest and at such rate as may be determined from time to time by the BOARD. In addition to any other remedies herein or by law provided, the AUTHORITY or its authorized representative may on behalf of all OWNERS enforce the obligations of OWNERS to pay the CHARGES provided for in THIS DECLARATION in any manner provided by law or in equity, or without any limitation of the foregoing, by either or both of the following procedures:

(i) Enforcement by Suit. By commencement and maintenance of a suit at law against any OWNER or OWNERS personally obligated to pay the CHARGES for such delinquent CHARGES as to which they are personally obligated, such suit to be maintained in the name of the AUTHORITY. Any judgment rendered in any such action shall include the amount of the delinquency, together with interest thereon as provided for by this Article XI, costs of collection, court costs and reasonable attorneys' fees in such amount as the Court may adjudge against the delinquent OWNER. A suit to recover a money judgment for unpaid CHARGES shall be maintainable without foreclosing or waiving the lien hereinafter provided for.

(ii) Enforcement by Lien. By filing a claim of lien or lien as provided by Pennsylvania law.

ARTICLE XII
EXCEPTIONS, RESERVATIONS AND EASEMENTS

DEVELOPER 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. DEVELOPER 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 DEVELOPER; 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 DEVELOPER to any OWNER prior to such amendment or modification.

12.2. Reservation of Right of Dedication. DEVELOPER expressly excepts and reserves unto itself the right to dedicate to any municipal body, including, without limitation, the AUTHORITY, or to appropriate public utility companies, rights-of-way 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 line of all LOTS as noted on the Official Map, together with accessory rights and easements to locate guide wires, braces, anchors, and to trim such brush, trees and tree limbs as are necessary.

12.3. Reservation of Right of Assignment to ASSOCIATION. The right to transfer or assign, in whole or in part, DEVELOPER's rights, obligations, or privileges to the ASSOCIATION.

ARTICLE XIII VARIANCES

The DEVELOPER may allow reasonable variances 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 and unnecessary burden to an OWNER, so long as such variance request is in conformity with the general intent of THIS DECLARATION, and if the grant of such variance will not be materially detrimental or injurious to OWNERS of other LOTS. DEVELOPER 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.

ARTICLE XIV VIOLATION OF COVENANTS

14.1. Violation of Covenants. Violation of these Protective Covenants will make the offender subject to all the remedies and penalties which are provided by law, in equity, or by THIS DECLARATION.

ARTICLE XV PRIVATE ROADS

15.1. Right of Ingress and Egress. DEVELOPER hereby covenants and agrees that each OWNER shall have ingress, egress, and regress at all times on the private roads as defined

hereinabove in common with the DEVELOPER, its successors and assigns, and all other OWNERS of LOTS.

15.2. Alteration of Location of Roads. DEVELOPER 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 OWNER's LOT or alter or reduce an OWNER's road frontage and access to the road or roads abutting an OWNER's LOT at the time of the conveyance of the LOT to OWNER, or increase the distance from an OWNER's LOT to any public highway. Nothing herein contained shall be interpreted, construed, or deemed, expressly or impliedly, as dedicating any such private road to public use. Nevertheless, DEVELOPER may cause such road to be dedicated to the public and hence become a public highway when accepted by the public. DEVELOPER also expressly reserves the right to grant and convey all of its right, title, and interest in and to said private road(s) to the ASSOCIATION or to any other corporation or legal entity or person.

ARTICLE XVI

CENTRAL WATER DISTRIBUTION SYSTEM

16.1. Construction of Water System. DEVELOPER intends to construct or cause to be constructed a central water distribution system (the "WATER SYSTEM") which is intended to be constructed and connected to an existing central water distribution systems owned by the AUTHORITY. DEVELOPER may transfer ownership of the WATER SYSTEM to the AUTHORITY, to the ASSOCIATION, or to any other legal entity or person. Each OWNER of a LOT agrees to pay to the AUTHORITY or 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 such other services as may be provided by the AUTHORITY 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. If the OWNER of any LOT desires the construction of a well to provide additional fire flow capacity, such well shall be first approved by the DESIGN REVIEW COMMITTEE, by the DEVELOPER, by the AUTHORITY, and duly permitted by PADER and be connected only to the WATER SYSTEM.

ARTICLE XVII

CENTRAL SEWAGE COLLECTION SYSTEM

17.1. Construction of Sewage System. DEVELOPER intends to construct a central sewage collection system (the "SEWAGE SYSTEM") serving the LOTS and PREMISES. DEVELOPER may transfer

ownership of the SEWAGE SYSTEM to the AUTHORITY, to the ASSOCIATION, or to any other legal entity or person. Each OWNER of a LOT agrees to pay to the 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 AUTHORITY and/or the OWNER of the SEWAGE SYSTEM. The SEWAGE SYSTEM shall be the exclusive method of discharging sewage from any LOT or IMPROVEMENT on any such LOT. Each OWNER of a LOT shall pay such charges as may be imposed from time to time by the owner of the SEWAGE SYSTEM. No OWNER of any LOT shall install or use any alternative method of sewage disposal provided, however, that the foregoing restriction shall not apply to any pretreatment holding tanks or similar systems as are approved by the DEVELOPER, the DESIGN REVIEW COMMITTEE, and/or any governmental entity having jurisdiction, including, without limitation, the AUTHORITY.

ARTICLE XVIII
GENERAL PROVISIONS

18.1. Enforcement. The DEVELOPER, or any OWNER(S), shall have the right to enforce, by any proceeding at law or in equity, all provisions of THIS DECLARATION and all other POCONO MOUNTAINS BUSINESS PARK PROPERTY DOCUMENTS. The failure of any OWNER to comply with the provisions of any POCONO MOUNTAINS BUSINESS PARK PROPERTY DOCUMENT shall give rise to a cause of action in the DEVELOPER and any aggrieved OWNER for the recovery of damages, or for injunctive relief or both. Failure by the DEVELOPER 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.

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

18.3. 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 DEVELOPER 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 percent (75%) of all OWNERS of all LOTS.

18.4. Amendments.

(a) In addition to the rights reserved to DEVELOPER 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 seventy-five percent (75%) 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.

18.5. 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 DEVELOPER, the ASSOCIATION (if formed and organized) or any OWNER or OWNERS of LOTS.

18.6. Violation of Law. Any violations of any state, municipal, or local law, ordinance or regulation, pertaining to the ownership, occupation or use of any of the PREMISES other than by DEVELOPER is hereby declared to be a violation of THIS DECLARATION and subject to any or all of the enforcement procedures set forth herein.

18.7. 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.

18.8. Delivery of Notices and Documents. Unless otherwise permitted or provided herein, any written notice or other documents addressed to the DEVELOPER, any successor DEVELOPER, 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 DEVELOPER or, if the ASSOCIATION has been formed, to the ASSOCIATION secretary. Each OWNER of a LOT shall file his correct mailing address with the DEVELOPER and shall promptly notify the DEVELOPER, or if the ASSOCIATION has been formed and organized, the ASSOCIATION secretary, in writing, of any subsequent change of address.

18.9. THIS DECLARATION. By acceptance of a deed 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 such 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 such person fully understands and acknowledges that THIS DECLARATION shall be mutually beneficial to and enforceable by the various subsequent and future OWNERS.

18.10. Utility Easements. Each LOT shall be conveyed to OWNERS (other than DEVELOPER), 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, other than DEVELOPER, 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 or 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.

18.11. Headings and Interpretation.

(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 BY-LAWS or ARTICLES of the ASSOCIATION, the provisions of THIS DECLARATION shall prevail.

18.12. 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.

18.13. RESERVED POWERS.

(a) So long as DEVELOPER shall own any LOTS or LANDS, no amendment shall be made to THIS DECLARATION or any other POCONO MOUNTAINS BUSINESS PARK PROPERTY DOCUMENT, without the prior written consent of DEVELOPER first had and obtained, which consent shall not be unreasonably withheld.

18.14. DEVELOPER Approval. If the approval or consent of DEVELOPER to certain action is required pursuant to any provision of THIS DECLARATION or of any other POCONO MOUNTAINS BUSINESS PARK PROPERTY DOCUMENT at such time as DEVELOPER does not have an office in Monroe County, Pennsylvania, DEVELOPER shall be deemed to have approved or consented to such action if DEVELOPER has not notified the BOARD of its disapproval or withholding of its consent within one hundred twenty (120) days after a request for DEVELOPER's approval or consent has been sent to DEVELOPER by registered mail, return receipt requested, addressed to such address as shall have been given by DEVELOPER to the BOARD (or if no such address has been given, addressed to the address of DEVELOPER's registered office in Pennsylvania).

18.15. 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.

18.16. Governing Law. THIS DECLARATION shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

18.17. Transfer of DEVELOPER's Rights. In the event DEVELOPER exercises its reserved right to transfer to another entity any right, privilege, power or immunity DEVELOPER 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.

IN WITNESS WHEREOF, DEVELOPER has caused this instrument to be executed on this 15th day of January, 1993.

ATTEST:


~~(Asst)~~ Secretary

POCONO MOUNTAINS INDUSTRIES, INC.

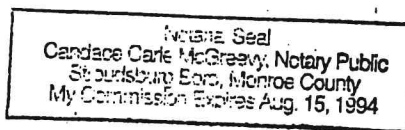
By: 
President

COMMONWEALTH OF PENNSYLVANIA :
 :
 : SS.
 :
COUNTY OF MONROE :

On this 20 day of January, 1993, before me,
a Notary Public in and for said County and State, the undersigned
officer, personally appeared Gerry Hanna, who
acknowledged himself to be the ~~Chairman~~ ^{President} of Pocono Mountains
Industries, Inc., a Pennsylvania not-for-profit corporation, and as
such officer executed the foregoing instrument for the purposes
therein contained by signing the name of the Corporation by himself
as such officer, so that the same might be recorded as such.

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

Candace Carle McGreevy



RECORDED IN THE OFFICE FOR RECORDING OF DEEDS, ETC.,
IN MONROE COUNTY, PA IN RECORD BOOK VOL 1882 PAGE 276
WITNESS MY HAND AND SEAL OF OFFICE THE 16th DAY
OF April A.D. 1993

Dennis W. Deshler
RECORDER

Tax Code Nos.

3/88939
3/88940
3/88942
3/88943
3/88944
3/88945
3/88946
3/88947
3/88948
3/88949
3/88950
3/88951
3/88952
3/88953
3/88954
3/88955

RECORDED OF DEEDS
MONROE COUNTY
PENNSYLVANIA
INSTRUMENT NUMBER
200118030
RECORDED ON
APR 14 2001
3:28:21 AM
LOADING FEES \$15.00
SITE WRIT TAX \$0.50
JURY ARCHIVES FEE \$1.00
ARCHIVES FEE \$1.00
LAL \$17.50

FIRST AMENDMENT TO DECLARATION OF RIGHTS, EASEMENTS,
COVENANTS, CONDITIONS, AFFIRMATIVE OBLIGATIONS AND
RESTRICTIONS APPLICABLE TO POCONO MOUNTAINS BUSINESS PARK

WHEREAS, Pocono Mountains Industries, Inc. ("Developer") heretofore recorded a certain Declaration of Rights, Easements, Covenants, Conditions, Affirmative Obligations and Restrictions Applicable to Pocono Mountains Business Park (the "Declaration") dated January 15, 1993 and recorded April 16, 1993 in the Office for the Recording of Deeds, etc., at Stroudsburg, Pennsylvania, in and for the County of Monroe, in Record Book Volume 1882, Page 276; and

WHEREAS, Developer reserved certain rights unto itself under the terms of the Declaration, in particular, and without limitation, the right under Article XII, Paragraph 12.1 to alter, modify or amend, subtract or add to any of the terms, conditions, reservations, restrictions, covenants and conditions set forth in the Declaration; and

WHEREAS, Developer desires to amend the Declaration as hereinafter provided pursuant to its reserved rights and powers.

NOW, THEREFORE, Pocono Mountains Industries, Inc. hereby declares that the Premises described on Schedule "A" annexed hereto and made part hereof by this reference shall be held, sold and conveyed subject to the Declaration as amended hereby and this amendment shall run with the Premises described on Schedule "A" and

ALL THAT CERTAIN tract or parcel of land and premises, situate lying and being partially in the Township of Coolbaugh and partially in the Borough of Mount Pocono, in the County of Monroe and Commonwealth of Pennsylvania, more particularly described as follows:

BEGINNING at a stone in line of lands of Abraham Yetter; THENCE along lands of Jonathan Brown North forty five degrees East one hundred ten perches to stones; thence South twenty five and three quarter degrees East one hundred seventy seven perches to a post; thence by John Starbird (recently Joseph Moyer's land) South forty five degrees West one hundred three perches to a post; thence along Abraham Yetter's land North twenty eight degrees West one hundred seventy five perches to the place of BEGINNING.

CONTAINING one hundred acres, more or less.

BEING THE SAME PREMISES which Edith M. Senn, by her Deed dated February 24, 1993 and recorded April 8, 1993, in the Office for the Recording of Deeds, etc., at Stroudsburg, Pennsylvania, in and for the County of Monroe, in Record Book Volume 1881, Page 165, granted and conveyed to Pocono Mountains Industries, Inc., Seller hereof, in fee.

Page 2
EXCEPTING THEREOUT AND THEREFROM 5.51 Acres Oscar Senn a/k/a Oscar P. Senn granted and conveyed unto the Monroe County Industrial Development Authority by Deed dated December 22, 1979 and recorded in the aforesaid Recorder's Office in Deed Book Volume 1017, Page 234.

ALSO EXCEPTING THEREOUT AND THEREFROM 4.3 Acres for roadway purposes taken by Declaration of Taking recorded in the aforesaid Recorder's Office in Deed Book Volume 796, Page 165.

BEING also described on a plan entitled "Major Subdivision Plan Pocono Mountain Park, Section 2, Sheets 2 and 3 of 12", as prepared by Riam & Popoff, PA, and dated November 15, 1992, as follows:

ALL THAT CERTAIN tract or parcel of land situate partially in Coolbaugh Township and partially in the Borough of Mount Pocono, Monroe County, Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at a found concrete monument, said concrete monument being the southwest corner of the herein described tract, thence:

1. North 19 degrees 10 minutes 05 seconds West, along a gore or gap between the herein described tract and lands now or formerly of Pocono Summit Lakes, Inc., passing the southerly right-of-way line of Industrial Park Drive at 2908.01, a distance of 2908.97 feet to a found concrete monument, thence;
2. North 53 degrees 32 minutes 39 seconds East, partially along lands now or formerly of Pocono Mountains Industrial Park, Section 1 and partially along lands now or formerly of Bruce C. Berry, passing the northerly right-of-way line of said Industrial Park Drive at 140.98 feet, a distance of 1836.69 feet to a set iron pin in a found pile of stones, thence;
3. South 20 degrees 03 minutes 06 seconds East, along the land now or formerly of Bruce C. Berry and passing over the municipal boundary into the Borough of Mount Pocono, a distance of 2922.27 feet to a set drill hole in a found stone corner, thence;
4. South 54 degrees 14 minutes 04 seconds West, along the lands now or formerly of Arthur Berry, passing the right-of-way lines of said Industrial Park Drive at 842.48 feet and 923.87 feet and passing the municipal boundary back into Coolbaugh Township, a distance of 1859.32 feet to the point and place of BEGINNING.

CONTAINING: 118.70 +/- Acres gross;
113.19 +/- Acres excluding Industrial Park
Drive

ALSO EXCEPTING AND RESERVING OUT OF AND FROM THE
HEREINABOVE DESCRIBED TRACT THE FOLLOWING PREMISES:

ALL THAT CERTAIN tract or parcel of land situate in
Coolbaugh Township, Monroe County, Pennsylvania, being described
as follows:

BEGINNING at a set iron pin located at the common
corner of Lots 12 and 13 on the above referenced plan, said point
also being located at the westerly right of way line of
Industrial Park Drive and from said BEGINNING Point running
thence,

1. Along the northerly line of Lot 12, South 71 degrees 11
minutes 56 seconds West, 712.20 feet, thence,
2. North 19 degrees 30 minutes 05 seconds West, 350.03 feet to
the southerly corner of Lot 14; thence
3. Along the southerly line of Lot 14 North 71 degrees 11
minutes 56 seconds East 716.48 feet to the westerly right of way
line of Industrial Park Drive; thence
4. Along Industrial Park Drive South 18 degrees 48 minutes 04
seconds East, 350.00 feet to the place of BEGINNING.

CONTAINING 5.78 +/- acres.

EXCEPTING from the above described parcel for future
conveyance all that land within the "R-2" zone as shown and noted
on Sheet 2 of 12 of the above mentioned Subdivision Plan.

BEING THE SAME PREMISES which Pocono Mountains
Industries, Inc., by its Deed dated September 16, 1994
and recorded in the Office for the Recording of Deeds,
etc., at Stroudsburg, Pennsylvania, in and for the
County of Monroe, in Record Book Volume 1972, Page 379,
granted and conveyed to Pocono Envelope Corp., in fee.

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shall be binding upon all parties acquiring any right, title or interest in said Premises or any part thereof and shall inure to the benefit of each Owner thereof.

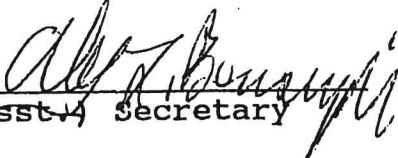
1. Amendment and Restatement of Paragraph 2.2 of the Declaration. Paragraph 2.2 of the Declaration is hereby amended and restated, in its entirety, as follows:

"2.2. Employment Requirement. Development of THE PREMISES shall be restricted to uses which provide employment for the lesser of either:
(a) a minimum of one (1) employee per two thousand five hundred (2,500) sq. ft. of building area or
(b) provide a minimum number of jobs based on five (5) employees per acre conveyed."

2. Ratification and Reaffirmation. Except as expressly amended hereby the Declaration is hereby ratified and reaffirmed just as if the same were reproduced and republished at length herein and shall remain of full force and effect.

IN WITNESS WHEREOF, Developer has caused this instrument to be executed on this 10th day of November, 1995.

ATTEST:


(Asst. Secretary)

(CORPORATE SEAL)

POCONO MOUNTAINS INDUSTRIES, INC.

By: 
Jerry F. Hanna, President

RECORDER OF DEEDS
 MONROE COUNTY
 PENNSYLVANIA
 INSTRUMENT NUMBER
 200139916
 RECORDED ON
 JUN 06 2001
 11:04:18 AM
 RECORDING FEES \$13.00
 STATE WRIT TAX \$0.50
 COUNTY ARCHIVES FEE \$1.00
 ROD ARCHIVES FEE \$1.00
 DIAL \$15.50

**SECOND SUPPLEMENTARY DECLARATION AND AMENDMENT TO
 THAT CERTAIN DECLARATION OF RIGHTS, EASEMENTS, COVENANTS,
 CONDITIONS, AFFIRMATIVE OBLIGATIONS AND RESTRICTIONS
 APPLICABLE TO POCONO MOUNTAINS BUSINESS PARK ADOPTED BY
 POCONO MOUNTAINS INDUSTRIES, INC. AND DATED JANUARY 15, 1993**

THIS SUPPLEMENTARY DECLARATION, made on the date hereinafter set forth by **POCONO MOUNTAINS INDUSTRIES, INC.**, a Pennsylvania not-for-profit corporation (“DEVELOPER” and/or “DECLARANT”).

WITNESSETH:

BACKGROUND

A. DEVELOPER heretofore adopted a certain Declaration of Rights, Easements, Covenants, Conditions, Affirmative Obligations and Restrictions Applicable to Pocono Mountains Business Park (the “DECLARATION”) dated January 15, 1993 and recorded in the Office for the Recording of Deeds, etc., at Stroudsburg, Pennsylvania, in and for the County of Monroe (the “RECORDER’S OFFICE”) in Record Book Volume 1882, Page 0283, as amended by a First Amendment to Declaration of Rights, Easements, Covenants, Conditions, Affirmative Obligations and Restrictions Applicable to Pocono Mountains Business Park dated November 10, 1995 and recorded in the aforesaid RECORDER’S OFFICE in Record Book Volume 2092, Page 6512 (the “FIRST AMENDMENT”).

B. DEVELOPER excepted and reserved the right to alter, modify or amend, subtract or add to any of the terms, conditions, reservations, restrictions, covenants and conditions set forth in

the DECLARATION, all as more fully set forth in Article XII, paragraph 12.1 thereof. DEVELOPER desires to amend certain provisions of the DECLARATION as to part of the PREMISES and desires to commemorate such amendment by means of this instrument.

C. The DEVELOPER heretofore adopted a certain Supplementary Declaration and Amendment to That Certain Declaration of Rights, Easements, Covenants, Conditions, Affirmative Obligations and Restrictions Applicable to Pocono Mountains Business Park Adopted by Pocono Mountains Industries, Inc. and Dated January 15, 1993, which Supplementary Declaration is dated June 23, 2000 and is recorded in the aforesaid RECORDER'S OFFICE in Record Book Volume 2080, Page 5634 (the "SUPPLEMENTARY DECLARATION").

D. The SUPPLEMENTARY DECLARATION annexed a certain ANNEXATION PARCEL therein described and subjected the ANNEXATION PARCEL to the provisions and scheme of the DECLARATION and all other applicable POCONO MOUNTAINS BUSINESS PARK DOCUMENTS. The DEVELOPER desires to subject the ANNEXATION PARCEL to the scheme and plan of the FIRST AMENDMENT.

NOW, THEREFORE, Pocono Mountains Industries, Inc. hereby declares that the real property hereinafter described is subject to the FIRST AMENDMENT, as follows:

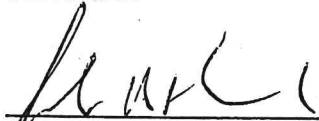
1. **Application of FIRST AMENDMENT to ANNEXATION PARCEL.** The ANNEXATION PARCEL described in the SUPPLEMENTARY DECLARATION shall be subject to the provisions and scheme of the DECLARATION and the FIRST AMENDMENT as well as to all other applicable POCONO MOUNTAINS BUSINESS PARK DOCUMENTS as well as to the

jurisdiction of the DEVELOPER and ASSOCIATION (as the case may be) pursuant to the terms of the DECLARATION as amended by the FIRST AMENDMENT, the BYLAWS, and the ARTICLES.

2. **Ratification and Reaffirmation.** Except as expressly amended hereby, the terms and conditions of the DECLARATION as amended by the FIRST AMENDMENT are hereby ratified and reaffirmed and are incorporated herein by this reference just as if the same were reproduced and republished at length herein.


IN WITNESS WHEREOF, DEVELOPER has caused this Amendment and Second Supplementary Declaration to be executed on this 31 day of May, 2001.

ATTEST:



(Asst.) Secretary

POCONO MOUNTAINS INDUSTRIES, INC.

By: 

(Vice) President

(CORPORATE SEAL)

STATE OF PENNSYLVANIA:

SS

COUNTY OF MONROE :

On this, the 31st day of May, 2001, before me, a Notary Public in and for said County and State, the undersigned officer, personally appeared Paul Canevari, who acknowledged himself to be the (~~Vice~~) President of **Pocono Mountains Industries, Inc.**, a corporation, and that he as such (~~Vice~~) President, being authorized to do so, executed the foregoing instrument for the purposes herein contained by signing the name of the corporation by himself as (~~Vice~~) President.

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

Bonnie L. Schwartz

NOTARIAL SEAL
BONNIE L. SCHWARTZ, NOTARY PUBLIC
STROUDSBURG BORO., MONROE COUNTY
MY COMMISSION EXPIRES OCT. 6, 2003



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

Helen Wilkins

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