DECLARATION
OF
PROTECTIVE COVENANTS AND RESTRICTIONS
FOR THE
BEDFORD COUNTY BUSINESS PARK II

Prepared for
BEDFORD COUNTY DEVELOPMENT ASSOCIATION
2006
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DECLARATION
OF
PROTECTIVE COVENANTS AND RESTRICTIONS
FOR THE
BEDFORD COUNTY BUSINESS PARK

THIS DECLARATION, made the 28th day of APRIL 2006, by the Bedford County Development Association (hereinafter referred to as the “Developer”) which declares that the real property comprised of the lot parcels, and sites, platted or unplatted, more legally described in attached Exhibit “A” and incorporated herein by reference, to be known as “Bedford County Business Park”, which is currently owned by the Developer, is and shall be held, transferred, sold, conveyed, leased, and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

ARTICLE I - PURPOSE

The purpose of this Declaration is to insure the proper use and most appropriate development and improvement of each building site in the Bedford County Business Park (hereinafter referred to as the “Park”) through the imposition of uniform standards. It is the intent of this Declaration to provide conditions, covenants, restrictions, etc. that insure that the Park will always be maintained as an attractive, quality oriented, uncongested business environment. These covenants are designed to protect the owners, lessees, and sublessees of property against improper and undesirable uses of surrounding property. In essence, this Declaration should guard against unwarranted property depreciation which can be caused by such factors as haphazard and unharmonious improvements.

This Declaration is in addition to the subdivision and land development requirements and restrictions imposed by Bedford County and or any other authorities having jurisdiction. The Bedford County Development Association reserves the right to approve any variances and/or exceptions to this Declaration.

ARTICLE II - DEFINITIONS

The following words, when used in this Declaration, shall have the following meanings:

Section 2.1 “Engineering Review Committee: (the “ERC”) shall be composed of no less than three (3) or more than five (5) individuals so designated from time to time by the Bedford County Development Association. The individuals comprising the ERC shall have the powers as set forth herein. At the time of Developer Control Transfer, all Owners other than Developer shall be entitled to designate (by majority vote) three (3) of the individuals on the ERC.

Section 2.2 “Common Area” shall mean and refer to all real and/or personal property which the Developer owns or has an interest in for the common use of the members of the Park, including, but not limited to, park landscape, streetscape, entry features, directional graphic system, drainage including storm water basins, landscape medians, security and safety features, roads and project lighting or any other use to which a majority of the Owners of the Park may accede.
Section 2.3 “Developer” shall mean and refer to the Bedford County Development Association, its successors and assigns, and include any person or entity to which Developer may assign its rights, privileges, duties and obligations hereunder, which rights, privileges, duties and obligations are and shall be assignable.

Section 2.4 “Developer Control Transfer” shall mean the time when seventy-five percent (75%) of the area within the Park (excluding the Common Area) is owned by Owners other than Developer.

Section 2.5 “Design Criteria” shall mean and refer to the quality and character specifications prepared by the Developer, subject to ERC Approval. Such Design Criteria may be modified or amended from time to time in the future by the Developer (subject to any necessary approval and/or changes by any regulatory authorities of Bedford County or other governing body and also subject to ERC Approval) and shall be binding upon all Owners and Occupants of the Park.

Section 2.6 “ERC Approval” shall mean (i) at all times when a majority of the members of the ERC are designated by and affiliated with the Developer, the approval of all members of the ERC, and (ii) at all times when a majority of the members of the ERC are representatives of Owners other than the Developer, the approval of a majority of the members of the ERC.

Section 2.7 “Improvements” shall mean and refer to any man-made changes in the natural condition of the land including, but not limited to, structures and construction of any kind, whether above or below the land surface such as any building, fence, wall, sign, addition, alteration, screen enclosure, sewer, drain, disposal, pond, waterway, road, paving, utilities, grading, landscaping, signs and exterior illumination and shall not be limited to any changes in any exterior color or shape and any new exterior construction or exterior improvement.

Section 2.8 “Lot” shall mean and refer to any parcel of the property in the Park, together with any and all improvements thereon.

Section 2.9 “Occupant” shall mean and refer to any person or organization which has occupied, purchased, leased, rented or is otherwise licensed or legally entitled to occupy and/or use any Lot(s) or Improvement(s) in the Park (whether or not such right is exercised) as well as their heirs, assigns, and successors in interest.

Section 2.10 “Owner” shall mean and refer to the record owner, whether one or more partners, persons, trusts, corporations, or other entity, of the fee simple interest to a Lot or any other portion of the Property, including contract sellers (but not contract purchasers) their heirs, successors, personal representatives or assigns. An Owner, upon written notice to the Developer, assign all or part of his rights, but not his duties hereunder, to the Owner’s tenant.

Section 2.11 “The Property” shall mean Bedford County Business Park (hereinafter referred to as the “Park”) and refers to all of the real property described in Exhibit “A” hereto and any portion thereof, and any and all improvements thereon and additions thereto, as are subject to this Declaration.

ARTICLE III - ENGINEERING REVIEW COMMITTEE

Section 3.1 Necessity of Engineering Review and Approvals
A) No improvement of any kind shall be commenced, constructed, erected, placed, altered or maintained upon any Lot, nor shall any addition, change, or alteration thereon or thereof be made, nor shall any subdivision platting or replatting or any Lot be made until plans and specifications with respect thereto, in manner and form satisfactory to the ERC showing the proposed Improvements, plot layout and all exterior elevations, materials and colors, signs and landscaping, traffic engineering, number and size and layout of parking spaces, grading, easements and utilities, proposed building use, size, and number of employees, and such other information as may be requested by the ERC have been submitted to and approved in writing by the ERC. Such plans and specifications shall be submitted in writing over the signature of the Owner or the Owner's authorized agent.

B) No Lot shall be subdivided or replatted and no portion thereof less than the entire lot shall be conveyed without the prior written consent of the ERC and the Developer.

Section 3.2 Approval. Approval shall be based, among other things, upon (1) the size and square footage of the Project; (2) the adequacy of building site dimensions; (3) the conformity and harmony of exterior design with neighboring structures; (4) the effect of location and use of Improvements on neighboring building sites; (5) the intended operations and uses; (6) the relation of the Improvements with the topography; (7) the grade and finished ground elevation of the building site being improved to that of neighboring building sites; (8) proper facing of main elevation with respect to nearby streets; and (9) the conformity of the plans and specifications with the Design Criteria. The ERC shall not arbitrarily or unreasonably withhold its approval of such plans and specifications. If ERC has not responded to Owner within thirty (30) days of acknowledged receipt of plans and specifications by the ERC, said plans and specifications shall be deemed to have been approved by the ERC: a written request for further information will satisfy the ERC’s obligation to respond.

Section 3.3 Powers and Duties. The ERC shall have the following powers and duties:

A) To recommend, from time to time, to the Developer modifications and/or amendments to the Design Criteria. Any modification or amendment to the Design Criteria shall be consistent with the provisions of this Declaration, and shall not be effective until (i) adopted by a majority of the members of the Bedford County Development Association at a meeting duly called and noticed and at which a quorum is present and voting and are approved in writing by the Developer and (ii) ERC Approval has been obtained. Notice of any modification or amendment to the Design Criteria, including a verbatim copy of such change or modification shall be delivered to all Occupants of the Park; provided that, the delivery to each Occupant of the Park of notice and a copy of any modification or amendment to the Design Criteria shall not constitute a condition precedent to the effectiveness or validity of such change or modification.

B) To require submission to the ERC of at least three (3) complete sets of all plans and specification for any Improvement, the construction or placement of which is proposed upon any Lot, and may require such additional information as reasonably may be necessary for the ERC to evaluate completely the proposed Improvement in accordance with this Declaration and the Design Criteria. Reviews shall be coordinated with any required County or Township approvals or approvals of other governing bodies.

C) To approve or disapprove any Improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Lot and to approve or disapprove any exterior additions, changes, modifications, or alterations therein or thereon. All decisions of the ERC shall be submitted in writing to the Owner and the Developer, and evidence thereof may, but need not, be made by a certificate, in recordable form. Any party aggrieved by a
Improvement in negligence then from of writing notice pursuant of noncompletion, approval submitted by ERC, reason prior such decision of the ERC shall have the right to make a written request to the Developer, within thirty (30) days of such decision, for a review thereof. The determination of the Developer upon reviewing any such decision shall in all events be final and dispositive upon all parties; provided that the Developer's determination shall (i) be based on the Design Criteria and (ii) be adverse to an Owner only if the Developer believes in good faith that the design and construction of the proposed Improvement will have a material adverse effect on other properties in the Park or on the Park as a whole.

D) If any Improvement is changed, modified or altered without prior approval of the ERC, then the Owner shall upon demand cause the Improvements to be restored and to comply with the plans and specifications originally approved by the ERC and shall bear all costs and expenses of such restoration, including the costs and reasonable attorney's fees of the ERC.

E) To adopt a schedule of reasonable fees for processing requests for ERC approval of proposed Improvements. Such fees, if any, shall be payable to the Developer in cash, at the time that plans and specifications are submitted to the ERC. In the event such fees, as well as any other costs or expenses of the ERC pursuant to any other provisions of this Article are not paid by the Owner, they shall become a lien of the Association on the Lot, pursuant to Article 7.9 hereof.

F) To retain professional advisors such as attorneys, architects and engineers as may be necessary in the exercise of its powers.

G) To perform such incidental acts as may be necessary in the exercise of its powers.

Section 3.4 Liability. Neither the ERC nor Developer or their respective successors or assigns shall be liable in damages to anyone submitting plans to them for approval, or to any Owner affected by this Declaration, by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval, disapproval or failure to approve any such plans and specifications. Every person or entity who submits plans to the ERC for approval agrees, by submission of such plans and specifications, and every Owner or tenant of any Lot agrees, by acquiring title thereto or an interest therein, that he will not bring any action or suit against the ERC or Developer to recover any such damages.

Section 3.5 Limitation of Action. Notwithstanding anything to the contrary herein contained, after the expiration of one (1) year from the completion of any Improvement, (evidenced by issuance of a Certificate of Occupancy by the appropriate governing agency) said Improvement shall, in favor of purchasers and encumbrancers, in good faith and for value, be deemed to be in compliance with all provisions of this Article, unless actual notice of such noncompliance or noncompletion, executed by the Developer (or any successor entity or an association formed pursuant to the terms of this Declaration), shall appear of record in the Public Records of Bedford County, Pennsylvania, or unless legal proceedings shall have been instituted to enforce compliance or completion.

ARTICLE IV - REGULATION OF IMPROVEMENTS

Section 4.1 General. No improvement shall be commenced, erected, constructed, altered, or maintained upon any Lot, nor shall any change or alteration thereon or thereof be made, nor any subdivision, plat or replat be made unless and until the plans, specifications and location shall have been submitted to and approved in writing by the ERC as more fully set forth in Article III of this Declaration.

Section 4.2 Minimum Setback/Landscape Buffer Lines. Setbacks and landscape buffer lines shall be in accordance with the subdivision and land development restrictions imposed by the Bedford County
Development Association and/or any other authorities having jurisdiction. At a minimum structures shall be constructed no closer than twenty-five (25) feet from front, fifteen (15) feet from side and fifteen (15) feet from rear property lines. In addition, a fifty (50) foot buffer shall be provided around the complete perimeter property line of the Park.

Section 4.3 Compliance. Notwithstanding any provisions of this Declaration, construction and alteration of all improvements in the park, shall be performed in accordance with and comply with the applicable codes, regulations and local laws issued by Bedford County, Pennsylvania, or other applicable governing agencies.

Section 4.4 Excavation and Site Grading. No excavation shall be made except in connection with construction of an improvement, and upon completion thereof, exposed openings shall be backfilled, graded, and leveled. Site grading shall be subject to the approval of the ERC and shall be in conformance with the Design Criteria.

Section 4.5 Site Furniture. Site furniture and mechanical equipment visible from a street shall be considered as landscape elements, and all site furniture, including exterior lighting fixtures, shall be subject to the approval of the ERC as elsewhere herein provided and in conformance with the Design Criteria.

Section 4.6 Curb Cuts. It is intended that curb cuts be minimized and designed in accordance with the Design Criteria. At new curb cuts, the existing roadway curb gutter must be removed in a neat workmanlike manner for the complete width of the proposed curb cut. New curb cuts must be constructed with curb radii on a tangential arc between the existing roadway curb and the intersection point of the proposed driveway with the property line of the Lot. Location and design of curb cuts shall be subject to the approval of the ERC.

Section 4.7 Off-Street Parking. No parking shall be permitted on any street, lawn, median strip, public walkway, swale, berm or other unpaved area or at any place other than on the paved parking spaces. Each owner and tenant shall be responsible for compliance with the foregoing by his employees and visitors. Off-street parking shall be provided by each owner and tenant for customers and visitors. The location, number and size of parking spaces shall be in accordance with the Design Criteria, subject to approval by the ERC pursuant to Article III hereof. All off-street parking, access drives and loading areas shall be paved and properly graded to assure proper drainage. Proper visual screening, trees, each mounding and other landscaping must be provided between any parking lot and any street. If parking requirements increase as a result of the change in the number of employees, additional off-street parking shall be provided to satisfy the intent of this Article. If governmental zoning requirements shall ever exceed the above minimum standards, then such zoning requirements shall become the minimum standards.

Section 4.8 Loading, Service and Outside Storage. Each Lot shall provide sufficient on-site loading facilities to accommodate site activities. All loading movement, including turnabouts, shall be made off of the public right-of-way. Loading docks shall be located and screened so as to minimize their visibility from any street or other right-of-way. Screening of service areas, loading docks and so forth may consist of any approved combination of earth mounding, landscaping, walls, and/or fencing. Exterior storage of any type of material, equipment, supplies, etc., will only be permitted in areas which do not front on streets and which are enclosed or screened in a manner to be approved by the ERC. Such screening may include, but not be limited to, approved walls, plantings, earthen mounds, etc. In all cases, such methods shall provide for year-round visual screening from adjacent properties.
Section 4.9 Mechanical Equipment. All roof-top mechanical equipment shall be screened from the view of adjacent streets and buildings with material compatible with the building architecture or by the use of a parapet wall. Ground mounted equipment such as power transformers and air conditioning equipment shall be screened from public view by fencing or landscaping, all of which shall be approved in writing by the ERC with its approval of the Plans.

Section 4.10 Hazardous Materials. The storage of hazardous materials shall be permitted only in strict accordance with any applicable law, ordinance, rule or regulation and any hazardous waste management plans adopted by government having legal jurisdiction over the Property or as may be prepared by the Developer for the Property in addition to all statues, rules, regulations or ordinances applicable thereto.

Section 4.11 Landscaping.

A) All lots shall be landscaped in accordance with the Design Criteria and approved in writing by the ERC prior to any development of the building site. Such landscaping plan shall include information regarding the type of sodding, the type of seeding, the types of trees, hedges and shrubs and information regarding other customary landscape treatment for the entire site, including fences, walls and screening. All landscaping shall be undertaken, completed and maintained in accordance with such approved plan and said plan may not be altered, amended or revised without submitting the revised landscaping plan for prior written approval by the ERC.

B) All landscaping required hereunder or otherwise to be provided on any Lots shall be completed within sixty (60) days after the substantial completion of construction of any buildings to be constructed on the Lot; provided, however, if weather conditions do not at such time permit, then such landscaping shall be completed as soon thereafter as weather conditions permit. If any owner fails to undertake and complete its landscaping within the time limit previously set forth herein, the ERC or the Developer or its agents may, at its option, after giving the Owner ten (10) days written notice forwarded to Owner, undertake and complete the landscaping of the building site in accordance with the landscaping plan. If the ERC or the Developer undertakes and completes such landscaping because of the failure of Owner to complete the same, the costs of such landscaping shall be assessed against the Owner, and if said assessment is not paid within thirty (30) days after written notice of such assessment from the ERC or the Developer, said assessment will constitute a lien on the Lots and may be enforced as set forth in Article VII hereof.

C) At least 50% of the undisturbed front yard area shall be landscaped with lawn or other appropriate plantings. In addition, a minimum of one tree for every 40 feet of frontage shall be planted 15 feet back from the edge of the right of way. Side and rear yards shall also be landscaped with lawn or other appropriate plantings.

Section 4.12 Underground Utilities. All utility connections, including all gas docks, propane tanks, electrical and telephone connections and installations of wires to buildings shall be designed and installed in accordance with the Design Criteria. Except as hereinafter specified, no pipe, conduit, cable, or line for water, gas, sewage, drainage, stream, electricity or any other energy or service shall be installed or maintained (outside of any building) by any Owner above the surface of the ground. Notwithstanding the foregoing, Developer, but no other Owner, may grant easements for and cause temporary and permanent overhead electricity lines and supporting structures to be installed on the Property solely for the purpose of providing service to same.
Section 4.13 Height Restrictions. No building or appurtenance including, but not limited to, water towers, standpipes, penthouses, elevators, or elevator equipment, stairways, ventilating fans or similar equipment required to operate and maintain any building, fire or parapet walls, skylights, tanks, cooling or other towers, wireless radio or television masts, or flagpoles shall exceed any height restrictions by any governing municipal or regulatory agencies and the Design Criteria.

Section 4.14 Completion of the Construction. After commencement of construction of any building, or other Improvement, the Owner of the Site shall diligently prosecute the work thereon, and said construction shall be completed within eighteen (18) months after the issuance of a building permit unless extended, in writing, by Developer for good cause shown.

Section 4.15 Signs.
A) All signs and displays, both permanent and temporary, including without limitation “for sale” or “for lease” signs, shall have the prior written approval of the ERC as to size, color, location and content and shall be in conformance with the Design Criteria and any applicable laws and ordinances. No flashing, animated or glaring signs will be permitted. Unless waived pursuant to ERC Approval, a free standing sign shall not exceed fifteen (15) feet in height.

B) No billboards or advertising signs, other than those identifying the name, business, and products of the person or firm occupying the premises, shall be permitted, except that a sign offering the premises for sale or lease, and not exceeding five (5) feet by ten (10) feet in size, will be permitted.

C) The Developer may erect a sign or signs identifying, describing or advertising the Park or any of its available buildings or land.

D) Parking of trucks, vans, campers or any other vehicle or movable objects having sides which identify the business with signs, insignias or logos will not be permitted in the front of the building for any extended period.

E) During the construction of a building, signs identifying the Owner, architect, engineer, general contractor, construction lender and the like shall be permitted as described in the Design Criteria.

Section 4.16 Exterior and Interior Lighting. No exterior lighting of any nature shall be installed or operated without the prior written approval of the ERC. Exterior lighting on all Lots shall be limited to signs and security and safety illumination of streets or roadways, parking lots, access drives and walks, building entrances, loading areas and service areas and exterior lighting of overall building surfaces. All interior and exterior lighting used to illuminate the property must be arranged or shielded to reflect the light away from any adjacent street or into the path of oncoming vehicles or onto any adjacent property. No flashing, traveling, animated or intermittent lighting shall be visible from the exterior of any building. Pole mounted exterior fixtures shall be limited to a maximum height of thirty (30) feet, or in compliance with the governing municipal and regulatory authorities and the Design Criteria.

Section 4.17 Waste Disposal.
A) All refuse, if stored outside the building, must be handled in the following manner: (1) It is to be stored in containers, stacked in a neat and safe manner; (2) It is not to be allowed to accumulate in excessive amounts; and (3) It is to be totally enclosed and screened from view from street and adjoining properties.
B) Disposal of all waste must comply with all applicable federal, state and local regulations.

Section 4.18 Antennae. No antennas, satellite dishes or towers for receipt or transmission of television signals or any other form of electromagnetic or laser radiation shall be erected used or maintained on any site except if approved by the ERC.

Section 4.19 Percentage of Lot Coverage. Total impervious surfaces of all Lots shall not cover more than ninety (90%) percent of the area of the Lot as follows: (1) All buildings, including accessory buildings, shall not cover more than sixty (60%) percent of the Lot; and (2) Additional impervious areas (excluding buildings) shall not cover more than the difference between the building coverage and the allowable total coverage of ninety (90%) percent of the Lot.

ARTICLE V - MAINTENANCE

Section 5.1 Maintenance Responsibilities. Owners and Occupants of any Lot shall, jointly and severally, have the duty and responsibility, at their sole cost and expense, to keep that part of the Park so owned or occupied, including buildings, Improvements, and grounds, (whether or not located in a public right of way) in connection therewith, in a well maintained, safe, clean and attractive condition at all times. Such maintenance includes, but is not limited to, the following:

A) Removing promptly all litter, trash, refuse and wastes;
B) Mowing of lawn no less often than when the grass is more than five (5) inches high; if the Lot is unimproved, weeds must be cut below twenty-four (24) inches and grass within the landscaped buffer easement as well as in the right of way abutting the front of the Lot must be maintained to a height of no more than five (5) inches;
C) Pruning of trees and shrubbery except those trees and shrubs planted by Developer and maintained by the Developer;
D) Watering and fertilizing;
E) Keeping exterior lighting, signs, and mechanical facilities in working order except street lighting maintained by the Developer;
F) Keeping lawn and landscaped areas alive, mowed, free of weeds and attractive, including areas in public rights of way abutting the Lot;
G) Keeping parking areas, driveways and roads in good repair;
H) Complying with all governmental, health, police and fire requirements, statutes and regulations;
I) Stripping and sealing of parking and driveway areas;
J) During construction, it shall be the responsibility of each Owner to insure that construction sites are kept free of unsightly accumulations of rubbish and scrap materials, and that construction materials, trailers, shacks and the like are kept in a neat and orderly manner;
K) Keeping all site irrigation and drainage systems in good repair and working order;
L) Repairing buildings and Improvements so that no building or other Improvement falls into disrepair and each Improvement shall at all times be kept in good condition and repair and adequately painted or otherwise finished in accordance with the plans and specifications; and
M) Painting of all exterior painted surfaces shall be done at least every five (5) years, unless a waiver is obtained from the ERC.
Section 5.2 Enforcement. If, in the opinion of the Developer, any such Owner or Occupant has failed in any of the foregoing duties or responsibilities, then the Developer or his agents may give such person written notice of such failure and such person must within ten (10) days after receiving such notice, perform the care and maintenance required. Should any such person fail to fulfill this duty and responsibility within such period, then the Developer, through its authorized agents, shall have the right and power to enter onto the premises and perform such care and maintenance without any liability for damages for wrongful entry, trespass or otherwise to any person. The Owners and Occupants for which such work is performed shall jointly and severally be liable for the cost of such work and shall promptly reimburse the Developer for such cost. If such Owner or Occupant shall fail to reimburse the Developer within thirty (30) days after receipt of a statement for such work from the Developer, then said indebtedness shall be a debt of all of said persons jointly and severally, and shall constitute a lien against the Lot on which said work was performed. Such lien shall have the same attributes as the lien for assessments and special assessments set forth in Article VII and the Developer shall have identical powers and rights in all respects including, but not limited to, the right of foreclosure. At the time of Developer Control Transfer, the enforcement responsibilities set forth in this Section 5.2 shall, if so elected by a majority of the Owners, become the responsibility of the ERC or of an association or committee formed by the Owners for the purpose of taking over such enforcement responsibilities and for other purposes as described in this Declaration.

Section 5.3 Access at Reasonable Hours. For the purpose of performing the maintenance authorized by this Article, the Developer or the ERC, as applicable, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Lot, Property or the exterior of any Improvements thereon at reasonable hours.

ARTICLE VI - PROPERTY RIGHTS

Section 6.1 Owners’ Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to each Lot, subject to the following:

A) The right of the Developer to take such steps as are reasonably necessary to protect the Common Area against foreclosure;

B) All provisions of this Declaration, and plat of all or any part or parts of the Property;

C) Rules and regulations governing use and enjoyment of the Common Area adopted by the Developer, subject to ERC Approval;

D) Restrictions contained on any and all plats of all or any part of the Common Area or filed separately with respect to all or any part of parts of the Property.

Section 6.2 Permitted Operations and Uses. These include office, warehousing, light manufacturing, research and development, and business, of a kindred nature including accessory or directly related services in compliance with all ordinances of Bedford County and other governmental entities having jurisdiction. In no event will any portion of the Park be used for (A) any kind of heavy manufacturing or heavy industrial use, (B) hotel or other lodging use or (C) any use that involves any handling, processing, storing, disposing, or transporting of any hazardous or toxic substances or materials (other than in de minimus quantities ancillary to a commercial use as permitted under this Declaration). No residential uses will be permitted. Unless otherwise specifically prohibited by the governing municipal and regulatory agencies, the Design Criteria or this Declaration, any operation and use, as described above, will be permitted if it is performed or carried out entirely within a
building that is so designed and constructed that the enclosed operations and uses do not cause or produce a nuisance to adjacent sites such as, but not limited to, vibration, sound, electromechanical disturbance, radiation, air or water pollution, dust or emission of odorous, toxic or non-toxic matter. Further, no illegal, noxious or offensive trade, service or activity shall be permitted which may be or become an annoyance or nuisance by reason of unsightliness or excessive emission of odors, noise, dust, vibration, fumes, heat, smoke or unusual waste problems.

Section 6.3 Delegation of Use. Subject to such limitations as may be imposed by the Developer, each Owner may delegate his right of enjoyment in and to the Common Area and facilities to its tenants and invitees.

Section 6.4 Other Easements
A) Fifteen (15) foot easements along every property line of each lot for installation and maintenance of utilities and drainage facilities are hereby reserved by Developer. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may damage or interfere with the installation and maintenance of utilities, or which may damage, interfere with, or change the direction of flow of drainage facilities in the easements. The easement area of each lot and any Improvements therein shall be continuously maintained by the Owner, except for Improvements which are the responsibility of a public authority or utility company.

B) No permanent Improvement of any kind shall be built, erected, or maintained on any such easement, reservation, or right-of-way, and such easements, reservations and rights-of-way shall at all times be open and accessible to public and quasi-public utility corporations, their employees and contractors, and shall also be open and accessible to the Developer all of whom shall have the right and privilege of doing whatever may be necessary in, on, under, and above such locations to carry out any of the purposes for which such easements, reservations, and rights-of-way are reserved.

Section 6.5 Right of Entry. The Developer or the ERC, as applicable, through its duly authorized employees and contractors, shall have the right after reasonable notice to the Owner thereof, to enter any Lot or other Property subject to this Declaration at any reasonable hour on any day to perform such inspection and/or maintenance as may be authorized herein.

Section 6.6 No Partition. There shall be no judicial partition of the Common Area nor shall Developer or any Owner or any other person acquiring any interest in the Park or any part thereof, seek judicial partition thereof.

ARTICLE VII - MAINTENANCE ASSESSMENTS

Section 7.1 Creation of the Lien and Personal Obligation of Assessments. Each Owner, (by acceptance of a deed for a Lot, whether or not it shall be so expressed in any such deed or other conveyance) including any purchaser at a judicial sale, shall be deemed to covenant and agree to pay to the Developer any annual assessments or charges, and any special assessments to be fixed, established and collected from time to time as hereinafter provided. All such assessments, together with interest thereon, and costs of collection thereof, as set forth in Section 7.9, shall be a charge on the Lot(s) and shall be a continuing lien upon the Lot(s) against which each such assessment is made, and shall also be the personal obligation of the Owner. No Owner of a Lot may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or by
Section 7.2 Purpose of Assessments. The annual and special assessments levied by the Developer shall be used exclusively for the purpose of promoting the health, beauty, safety, security and welfare of the Owners and in particular for the improvements and maintenance of the Common Areas and of any easement in favor of the Developer and maintenance and beautification of public rights-of-way if not maintained by a public body, including but not limited to, the cost of taxes, insurance, labor, equipment, materials, management, maintenance and supervision thereof. In no event will any assessments be imposed or assessed for (A) any cost or expense not directly related to the Common Areas or public rights-of-way within the Park if maintained by a public body, (B) debt service payments, (C) capital expenditures, (D) the cost of any work or service performed for any Owner, (E) professional fees, (F) any cost or expense to the extent the Developer is paid or reimbursed by any person, (G) general overhead or administrative costs, (H) any profit or mark-up on any item of expense, (I) any item which is not an ordinary, common, necessary and reasonable expense incurred in connection with the maintenance of Common Areas within a business park, or (J) the amount of any item of expense in excess of the prevailing market rate for such item. The annual assessment contemplated by this Declaration is, based on the Developer’s other properties, estimated to be less than $100 per acre. The Developer shall make its books and records available for inspection by the Owners during regular business hours and the Owners will have a continuing right to audit the assessments made under this Declaration.

Section 7.3 Annual Assessments. Except as hereinafter provided, the annual assessment, excluding any special assessment, shall be set by the Developer. The amount of the annual assessment shall be determined by the Developer in accordance with the projected financial needs of the Developer for the purposes set forth in Section 7.2.

Section 7.4 Special Assessments. In addition to any annual assessments, the Developer may levy in any assessment year a special assessment to make up the difference between actual operating costs and the annual assessment.

Section 7.5 Uniform Rate of Assessments. All regular and special assessments shall be at a uniform rate for each Owner’s acres in the Park exclusive of Common Areas.

Section 7.6 Date of Commencement of Annual Assessments: Due Date. The assessments for which provision is herein made shall commence on January 1, 2007, and continue thereafter on a calendar year basis. The due date of any assessment shall be fixed in the resolution authorizing such assessments, and any such assessment shall be payable in advance in quarterly, semi-annual, or annual installments, as determined by the Developer.

Section 7.7 Duties of the Bedford County Development Association. At least thirty (30) days prior to January 1 of each year, the Bedford County Development Association shall determine the amount of the assessment against each Lot. In addition, at such time the Bedford County Development Association shall prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Developer and shall be open to inspection by an Owner. Written notice of the assessment shall be sent to every Owner subject thereto not later than thirty (30) days prior to January 1 of each year. The Bedford County Development Association shall upon demand, furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid.
Section 7.8 Repair Assessments. If in the process of construction upon any Lot in the making of any Improvement, the Owner, its employees, agents or independent contractors cause damage to any other Lot, Improvement, Common Area, dedicated roads or to any other property owned by someone else within the Park, the Owner shall be responsible for such damage. If the Developer, either voluntarily or involuntarily, makes repairs or otherwise cures the damage caused by the Owner, its employees, agents or independent contractor, the Owner shall be obligated to reimburse the Developer for all expenses the Developer incurred in curing the damage. Such amount shall be treated as a special assessment and the Developer shall have all rights and powers as provided in this Article.

Section 7.9 Effect of Non-Payments of Assessment: The lien, the Personal Obligation, Remedies of Developer. If the assessment is not paid within thirty (30) days after the due date, which shall be set by the Developer, the assessment shall bear interest from the date due at the rate of fifteen percent (15%) per annum. The lien of the Developer upon a Lot shall be effective from and after recording, in the Public Records of Bedford County, Pennsylvania, a claim of lien stating the description of the Lot encumbered thereby, the name of the Owner, the amount and the date when due. Such claim of lien shall include not only assessments which are due and payable when the claim of lien is recorded, plus interest, costs, attorney’s fees, advances to pay taxes and prior encumbrances and interest thereon, but also such claim of lien shall include such additional assessments which accrue from the due date until the entry of a judgment in favor of the Developer with respect to such lien. Such claims of lien shall be signed and verified by an officer or agent of the Developer. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record. If the claim of lien is not satisfied, the Developer may at any time thereafter bring an action to foreclose the lien against the Lot(s) in like manner as a foreclosure of a mortgage on real property and/or a suit on the personal obligation against the Owner(s), and there shall be added to the amount of such assessment the cost of preparing and filing the complaint in such action including a reasonable attorney’s fee, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney’s fee to be fixed by the Court, together with the cost of the action.

Section 7.10 Subordination to Lien of Mortgages. The lien of the assessments for which provision is herein made, as well as in any other Article of this Declaration, shall be subordinate to the lien of any mortgage. Such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such Lot pursuant to a decree of foreclosure of such mortgage or pursuant to a Deed or transfer in lieu of foreclosure. No sale or other transfer shall relieve any Lot from liability for any assessment thereafter becoming due, nor from the lien of any such subsequent assessment. The written opinion of the Developer that the lien is subordinate to a mortgage shall be dispositive of any questions of subordination.

Section 7.11 Exempt Property. The Developer shall have the right to exempt any Lot subject to this Declaration from the assessments, charge and lien created herein provided that such part of the property exempted is used (and as long as it is used) for any of the following purposes:

A) As an easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;

B) As Common Area as defined in Section 2.2 hereof; and

C) As Property exempted from ad valorem taxation by the laws of the State of Pennsylvania, to the extent agreed to by the Bedford County Development Association.

Notwithstanding any provision herein, no Lot devoted to light industrial, research, office park or any other commercial use shall be exempt from said assessment, charges or lien.
Section 7.12 Developer Control Transfer. At the time of Developer Control Transfer, the powers, rights and duties of the Developer under this Article VII (including the right to impose and collect assessments) shall, if so elected by a majority of the Owners, become the powers, rights and duties of the ERC or of an association or committee formed by the Owners for the purpose of taking over such powers, rights and duties as described in this Declaration.

ARTICLE VIII - REPURCHASE RIGHTS OF DEVELOPER

Section 8.1 Right to Repurchase if No Construction. If, after one (1) year from the date of a sale of any Lot within the Park, any Owner shall not have begun in good faith the construction of an accepted and approved building upon such site, the Developer, at its option, may require the Owner to reconvey the Lot to the Developer, free and clear of all encumbrances except this Declaration. The repurchase price shall be the price paid by the Owner for the Lot, when purchased from the Developer less any unpaid balances of any liens, mortgages or encumbrances owed the Developer. The Developer shall give thirty (30) days written notice of intent to repurchase. In the event the Owner refuses or fails to reconvey the Lot, the Developer may seek specific performance of this covenant by filing an action in a court of competent jurisdiction. The Developer may also recover its court costs and reasonable attorney fees in enforcing this provision. The Developer acknowledges that construction on only a portion of a Lot shall satisfy the construction obligations of an Owner under this Section 8.1 and under Section 8.2 below.

Section 8.2 Developer’s Right of First Refusal on Transfer of Unimproved Lots. In addition to the Developer’s rights under Section 8.1, and regardless of the length of time of ownership of the Lot, no Lot or interest therein, upon which a building has not been constructed shall be sold or transferred unless and until the Owner of such Lot shall have first offered to sell such Lot to Developer and Developer has waived, in writing, its right to repurchase said Lot. This is to be accomplished in the following manner:

A) Any Owner to make a bona fide or other transfer sale of his Lot or other property or any interest therein shall give to the Developer notice of such intention, together with a fully executed copy of the proposed contract of sale (the “Proposed Contract”). Within thirty (30) days of receipt of such notice and information, Developer shall either exercise, or waive exercise of, its right of first refusal. If Developer elects to exercise its right of first refusal, it shall, within thirty (30) days after receipt of such notice and information, deliver to the owner an agreement to purchase the Lot or Property upon the following terms:

1) The price to be paid and the terms of payment shall be that stated in the Proposed Contract; and

2) The sale shall be closed within thirty (30) days after the delivery or making of said agreement to purchase.

If the Developer shall fail to exercise or waive exercise of its right of first refusal within the said thirty (30) days of receipt of the Proposed Contract, Developer’s right of first refusal shall be deemed to have been waived and Developer shall furnish a certificate of waiver as herein provided in subsection (B).

B) If the Developer shall elect to waive its right of first refusal, or shall fail to exercise said right within thirty (30) days of receipt of the Proposed contract, the Developer’s waiver shall be evidenced by a certificate executed by the Developer in recordable form which shall be delivered
to the Proposed contract purchaser and may be recorded by the Owner in the Public Records of 
Bedford County, Pennsylvania.

C) This section shall not apply to any transfer to or sale by any national or state bank, life insurance 
company, federal or state savings and loan association, real estate investment trust, retirement 
fund or institutional mortgage company which acquires its title as a result of owning a mortgage 
upon the Lot concerned, and this shall be so whether the title is acquired by deed from the 
mortgager or its successors in title or through foreclosure proceedings. This Section shall also not 
apply to any sale by any such institution which so acquires title. Neither shall this Section require 
the waiver by the Developer as to any transfer of title to a Lot at a duly advertised public sale 
with open bidding which is provided by law such as, but not limited to, execution sale, 
foreclosure sale, judicial sale or tax sale or any Lot upon which a building has been constructed 
and for which certificate of occupancy has been issued therefore.

ARTICLE IX - DEVELOPER'S RESERVED RIGHTS TO PROPERTY

Section 9.1 Extension of Covenants and Restrictions to Include Additional Property. The Developer 
may, at any time, make subject to this Declaration other properties now or hereafter owned by the 
Developer by executing an instrument in writing applying this Declaration to such other properties 
and by recording the instrument in the Public Records of Bedford County, Pennsylvania.

Section 9.2 Withdrawal of Land. Developer may, but shall have no obligation to, withdraw at any 
time or from time to time portions of the land described in Exhibit "A" provided only that the 
withdrawal of lands as aforesaid shall not, without the joinder or consent of a majority of the Property 
Owners materially increase the prorata share of expenses of the Property Owners payable by the 
Owners remaining subject hereto after such withdrawal. The withdrawal of lands as aforesaid shall 
be made and evidenced by filing in the Public Records of Bedford County, Pennsylvania, a 
supplementary Declaration with respect to the lands to be withdrawn. Developer reserves the right to 
so amend and supplement this Declaration without the consent or joinder of the Property Owners 
and/or mortgagee of land in the Park.

Section 9.3 Platting and Subdivision Restrictions. The Developer shall be entitled at any time and 
from time to time, to plat and/or replat all or any part of the Property, and to file subdivision 
restrictions and/or amendments thereto with respect to any undeveloped portion or portions of the 
Property.

Section 9.4 Public Roads - Easements. The Developer reserves the right from time to time hereafter 
to delineate, plat, grant or reserve within the remainder of the Park not previously conveyed such 
public streets, roads, sidewalks, ways and appurtenances thereto, and such easements for drainage and 
public utilities, as it may deem necessary or desirable for the development of the Park (and from time 
to time to change the location of the same) free and clear of this Declaration and to dedicate the same 
to public use or to grant the same to any governing municipal or regulatory authority, including any 
appropriate public utility corporations.

ARTICLE X - MISCELLANEOUS

Section 10.1 Term. This Declaration, every provision hereof and every covenant, condition, 
restriction and reservation contained herein shall continue in full force and effect for a period of thirty
(30) years from the date hereof, and shall thereafter be renewed automatically for successive five (5) year periods unless and until terminated as provided in Section 10.2 hereof.

Section 10.2 Termination and Modification. This Declaration, or any provision hereof, or any covenant, condition or standard contained herein, may be terminated, extended, modified or amended, as to the whole of said property or any portion thereof, with the written consent of the Owners of seventy-five (75%) percent of the Property then subject to this Declaration (excluding mortgagees and the holders of other security devices who are not in possession and lessees) based on the number of acres owned as compared to the total number of acres subject to this Declaration (excluding the Common Areas); provided, however, that so long as Developer owns any part/portion of the Property subject to this Declaration, no such termination, extension, modification or amendment shall be effective without the written approval of Developer. No such termination, extension, modification or amendment shall be effective until a proper instrument in writing has been executed and acknowledged and recorded in the Public Records of Bedford County, Pennsylvania. No such termination, extension, modification or amendment shall affect any plans, specifications or use previously approved by Developer or the ERC under Article III hereof or any improvements theretofore or thereafter made pursuant to such approval.

Section 10.3 Assignment of Developer’s Rights and Duties. Any and all of the rights, power and reservations of the Developer herein contained may be assigned to any person, corporation or association which will assume the duties of the Developer pertaining to the particular rights, powers and reservations assigned, and upon any such person, corporation or association evidencing its consent in writing to accept such assignment and assume such duties, he or it shall, to the extent of such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Developer herein. If at any time the developer ceases to exist and has not made such an assignment, a successor Developer may be appointed in the same manner as this Declaration may be terminated, extended, modified or amended. The Developer may from time to time delegate any or all of its rights, powers, discretion and duties hereunder to such agents as it may nominate. Any such assignment shall be in writing and recorded in the Public Records of Bedford County, Pennsylvania. Such assignee shall thereupon have the same rights, title, powers, obligations, discretion and duties as are herein reserved to the Developer and the Developer shall automatically be released from such responsibility. Prior to the time of Developer Control Transfer, the powers, rights and duties of the Developer may only be assigned or delegated to a non-profit quasi-governmental organization similar in purpose to the Developer.

Section 10.4 Mutuality, Reciprocity; Runs with Land. All covenants, restrictions, conditions and agreements contained herein are made for the direct, mutual and reciprocal benefit of each and every Lot and other Property in favor of every other Lot and other Property; shall create reciprocal rights and obligations between all grantees of said Lot and other Property, their heirs, successors, personal representatives and assigns; and, shall, as to the Owner of each Lot, his heirs, successors, personal representatives and assigns, operate as a covenant running with the land for the benefit of all other Lots. The terms and provisions contained in this Declaration shall bind and inure to the benefit of the Developer, each Owners of additional property made subject to this Declaration and their respective heirs, successors, personal representatives and assigns.

Section 10.5 Notices. Any notice required or permitted herein shall be in writing and mailed, postage prepaid by registered or certified mail, return receipt requested and shall be directed as follows: If intended for a Lot Owner (A) to the address of the building Lot if improved; (B) if the Lot is not improved, to the address set forth in the purchase contract or purchase contract application; or
(C) if none of the foregoing, to the last known address of the Owner. If intended for Developer, to the address as set forth below:

Attn: President
Bedford County Development Association
ONE Corporate Drive
Bedford, PA 15522

Section 10.6 Singular and Plural. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context requires.

Section 10.7 Failure to Enforce Not a Waiver of Rights. Any waiver or failure to enforce any provision of this Declaration in a particular situation shall not be deemed a waiver or abandonment of such provision as it may apply in any other situation or to the same or a similar situation at any other location in the Park or of any other provision of this Declaration.

Section 10.8 Condominium. No restriction contained herein shall be construed to limit or prevent a Lot and the Improvements thereon from being submitted to a plan of condominium ownership and particularly the recordation of a plan of condominium ownership for any Lot shall not be construed as constituting a subdivision of the Lot.

Section 10.9 Constructive Notice and Acceptance. Every person who now or hereafter owns or acquires any right, title or interest in or to any portion of said Property is and shall be conclusively deemed to have consented and agreed to every covenant, condition and restriction contained in the instrument by which such person acquired an interest in said Property.

Section 10.10 Severability. All of the conditions, covenants, restrictions and reservations contained in this Declaration shall be construed together, but if it shall at any time be held that any one of said conditions, covenants, restrictions and reservations, or any part thereof is invalid, or for any reason becomes unenforceable, no other conditions, covenants, restrictions and reservations or any part thereof shall be thereby affected or impaired.

Section 10.11 Captions. The captions, section numbers and article numbers appearing in this Declaration are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or articles, nor in any way modify or affect this Declaration.

IN WITNESS WHEREOF, The Bedford County Development Association, as the Developer and as Legal Titleholder, has hereunto caused this Declaration of Protective Covenants and Restrictions for the Bedford County Business Park to be executed as required by law on the day and year first above written. The Bedford County Development Association, by the authority of its Board of Directors has caused this instrument to be executed by its President, attested by its Secretary.

Attest:
By: [Signature]
   Secretary

Bedford County Development Association
By: [Signature]
   Chair

SL1 620014v5/100998.00001
LEGAL DESCRIPTION OF LAND OF 
BEDFORD COUNTY DEVELOPMENT ASSOCIATION, 
BEDFORD BUSINESS PARK, PHASE II 
AS OF MARCH 29, 2006

ALL that certain piece or parcel of land situate in Bedford Township, Bedford County, Pennsylvania, bounded and described as follows:

Beginning at an extant iron pin at the intersection of the northerly line of land of Neal and Linda Buterbaugh with the southerly right of way line of Country Ridge Road, Township Road No. 494, Thirty-Three foot (33') right of way;

Thence, along said southerly right of way line, the following Three (3) courses:

1) By a curve to the right having a radius of Three Hundred Ninety-Seven and Eighty-Three hundredths feet (397.83'), a chord bearing North Fifty-Three degrees Forty-Six minutes Twenty-Seven seconds East (N 53°46'27" E) for a distance of Two Hundred and Fifty hundredths feet (200.50') and an arc length of Two Hundred Two and Sixty-Nine hundredths feet (202.69') to a point of tangency,

2) North Sixty-Eight degrees Twenty-Two minutes Eleven seconds East (N 68°22'11" E), a distance of Six Hundred Ninety-Three and Twenty-Six hundredths feet (693.26') and

3) North Sixty-Nine degrees Twenty-Eight minutes Thirty-Nine seconds East (N 69°32'39" E), a distance of One Hundred Fifty-Nine and Zero hundredths feet (159.00') to a portion of Country Ridge Road identified as State Route 4102, Sixty foot (60') right of way width;

Thence, along said State Route 4102, the following Two (2) Courses:

1) South Twenty degrees Twenty-Seven minutes Twenty-One seconds East (S 20°27'21" E), a distance of Eleven and Sixty-Five hundredths feet (11.65') and

2) North Sixty-Nine degrees Thirty-Two minutes Thirty-Nine seconds East (N 69°32'39" E), a distance of Sixty-Nine and Zero hundredths feet (69.00') to the westerly line of land of Jeffrey S. and Natalie J. Leader;

Thence, along said land, the following Four (4) courses:

1) South Thirty-Two degrees Fifty-Four minutes Twenty seconds East (S 32°54'20" E), a distance of One Hundred Seventy-One and Thirty-Six hundredths feet (171.36'),
2) South Sixty-Nine degrees Nineteen minutes Fifty-Six seconds West (S 69°19'56" W), a distance of One Hundred One and Forty-Three hundredths feet (101.43') to an extant iron pin,

3) South Thirty-Seven degrees Forty-Seven minutes Six seconds East (S 37°47'06" E), a distance of One Hundred Fifty and Sixty-Seven hundredths feet (150.67') to an extant iron pin and

4) North Sixty-Nine degrees Twenty-Six minutes Zero seconds East (N 69°26'00" E), a distance of Four Hundred Fifty-Seven and Forty-Two hundredths feet (457.42') to an extant iron pin on the westerly right of way line of State Route 0099, Interstate 99, varying right of way width;

Thence, along said westerly right of way line the following Twelve (12) courses:

1) South Thirty-Six degrees Fifty-Six minutes Twenty-One seconds East (S 36°56'21" E), a distance of One Hundred Eleven and Eighteen hundredths feet (111.18'),

2) North Fifty-Three degrees Three minutes Thirty-Nine seconds East (N 53°03'39" E), a distance of Seventy and Zero hundredths feet (70.00'),

3) South Thirty-Six degrees Fifty-Six minutes Twenty-One seconds East (S 36°56'21" E), a distance of One Thousand One Hundred Three and Twenty-Two hundredths feet (1,103.22') to a point of curvature,

4) By a curve to the right having a radius of Three Thousand Six Hundred Eighty-Nine and Eighty-Three hundredths feet (3,689.83'), a chord bearing South Thirty-Six degrees Thirty-Six minutes Three seconds East (S 36°36'03" E) for a distance of Forty-Three and Fifty-Six hundredths feet (43.56') and an arc length of Forty-Three and Fifty-Six hundredths feet (43.56') to a line radial to the curve,

5) Along said radial line, South Fifty-Three degrees Forty-Four minutes Fourteen seconds West (S 53°44'14" W), a distance of Twenty and Zero hundredths feet (20.00') to a curve concentric to the previous curve,

6) By said concentric curve to the right having a radius of Three Thousand Six Hundred Sixty-Nine and Eighty-Three hundredths feet (3,669.83'), a chord bearing South Thirty-Three degrees Thirty-Eight minutes Sixteen seconds East (S 33°38'16" E) for a distance of Three Hundred Thirty-Six and Thirteen hundredths feet (336.13') and an arc length of Three Hundred Thirty-Six and Twenty-Five hundredths feet (336.25') to a line radial to the curve,

7) Along said radial line, North Fifty-Eight degrees Fifty-Nine minutes Thirteen seconds East (N 58°59'13" E), a distance of Ten and Zero hundredths feet (10.00') to a curve concentric to the previous curve,
8) By said concentric curve to the right having a radius of Three Thousand Six Hundred Seventy-Nine and Eighty-Three hundredths feet (3,679.83') a chord bearing South Twenty-Two degrees Zero minutes Forty-Eight seconds East (S 22°00'48" E) for a distance of One Thousand One Hundred Fifty-One and Two-Thousand-Six hundredths feet (1,151.27') and an arc length of One Thousand One Hundred Fifty-Six and Two hundredths feet (1,156.02') to a line radial to the curve,

9) South Seventy-Six degrees Fifty-Nine minutes Eleven seconds West (S 76°59'11" W) a distance of Ten and Zero hundredths feet (10.00') to a curve concentric to the previous curve,

10) By said concentric curve to the right having a radius of Three Thousand Six Hundred Sixty-Nine and Eighty-Three hundredths feet (3,669.83'), a chord bearing South Ten degrees Twenty-Three minutes Nineteen seconds East (S 10°23'19" E) for a distance of Three Hundred Thirty-Six and Thirteen hundredths feet (336.13') and an arc length of Three Hundred Thirty-Six and Twenty-Five hundredths feet (336.25') to a line radial to the curve,

11) South Eighty-Two degrees Fourteen minutes Ten seconds West (S 82°14'10" W), a distance of Ten and Zero hundredths feet (10.00') to a curve concentric to the previous curve and

12) By said concentric curve to the right having a radius of Three Thousand Six Hundred Fifty-Nine and Eighty-Three hundredths feet (3,659.83'), a chord bearing South Four degrees Thirty-Four minutes Fifty-Nine seconds East (S 04°34'59" E) for a distance of Four Hundred Six and Fifteen hundredths feet (406.15') and an arc length of Four Hundred Six and Thirty-Six hundredths feet (406.36') to the northerly line of land of Ray Ash;

Thence, along said land the following Ten (10) courses:

1) South Thirty-Eight degrees Six minutes Zero seconds West (S 38°06'00" W), a distance of Thirty-One and Forty-One hundredths feet (31.41'),

2) North Sixty-Four degrees Twenty-Four minutes Three seconds West (N 64°24'03" W), a distance of Eight Hundred Four and Twenty hundredths feet (804.20') to an extant nail spike,

3) South Twenty-Six degrees Eighteen minutes Forty-Three seconds West (S 26°18'43" W), a distance of Four Hundred Fifty-One and Eight hundredths feet (451.08') to an extant iron pin with iron pipe witness,

4) North Sixty-Nine degrees Seventeen minutes Twenty seconds West (N 69°17'20" W), a distance of Four Hundred Forty-Seven and Fifty-One hundredths feet (447.51') to an extant nail spike near a wooden fence post,

5) North Sixty-Three degrees Fifty-Nine minutes Forty-Nine seconds West (N 63°59'49" W), a distance of Six Hundred Eighty-Two and Forty-Two hundredths
feet (682.42') to an extant nail spike near a wooden fence post,

6) North Sixty degrees Thirty-Two minutes Fifty-Two seconds West (N 60°32'52" W), a distance of Three Hundred Twenty-Three and Eleven hundredths feet (323.11') to an extant iron pipe,

7) North Fifty-Seven degrees Forty-Eight minutes Thirty-Six seconds West (N 57°48'36" W), a distance of Five Hundred Forty-Three and Ninety-Five hundredths feet (543.95') to an extant iron pipe,

8) North Thirty-Seven degrees Eighteen minutes Forty seconds East (N 37°18'40" E), a distance of Four Hundred Ninety-Two and Forty-Six hundredths feet (492.46') to an extant iron pin,

9) North Sixty-Seven degrees Thirty-Seven minutes Fifty-Five seconds West (N 67°37'55" W), a distance of Three Hundred Ninety-Nine and Seventeen hundredths feet (399.17') to an extant iron pin on the easterly line of land of Kay Casteel Potter, Lynn G. Paddy and Bonnie Knepper;

Thence, along said easterly line, the following Two (2) courses:

1) North Twenty-Three degrees Twenty-One minutes Nine seconds East (N 23°21'09" E), a distance of One Hundred Sixty-Four and Twenty-Three hundredths feet (164.23') to an extant iron pin and

2) North Twelve degrees Eight minutes Twenty seconds East (N 12°08'20" E), a distance of Three Hundred Twenty-Seven and Eighty-Six hundredths feet (327.86') to an extant iron pin on the easterly line of land of Neal and Linda Buterbaugh;

Thence, along said land, the following Two (2) courses:

1) North Thirty-Seven degrees Thirty-Three minutes One seconds East (N 37°33'01" E), a distance of Five Hundred Forty-Three and Fifty-Three hundredths feet (543.53') to an extant iron pin and

2) North Forty-Three degrees Fifty-Six minutes Three seconds West (N 43°56'03" W), a distance of Four Hundred Thirty and Sixty-Two hundredths feet (430.62') to the Point of Beginning.

Encompassing an area of Six Million Three Hundred Ninety-Four Thousand Four Hundred Twenty-One square feet (6,394,421 sq. ft.) or One Hundred Forty-Six and Seven Hundred Ninety-Six thousandths acres (146.796 ac.)
BEING a composite of the same tracts of land which became vested in the Bedford County Development Association by the following Four (4) deeds:

1) Deed of Ray Ash dated September 2, 2004 and recorded November 10, 2004 in Bedford County Record Book Volume 1045 at Page 718,

2) Deed of Ray Ash dated October 4, 2005 and recorded October 4, 2005 in Bedford County Record Book Volume 1090 at Page 531

3) Deed of Ray Ash either recently recorded or intended to be recorded and

4) Deed of James D. Cessna and Julie M. Cessna, his wife, either recently recorded or intended to be recorded.
COMMONWEALTH OF PENNSYLVANIA
COUNTY OF Bedford :ss

On this, the 6th day of April 2006 before me, a Notary Public personally appeared Travis L. Collins, known to me as (or satisfactorily proven) to be the person whose name is subscribed to the foregoing Declaration of Protective Covenants and Restrictions for the Bedford County Business Park and acknowledged that he/she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official stamp or seal

[Signature]
Notary Public

My commission expires:

[Stamp]
Notary Public

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF Bedford :ss

On this, the 18th day of December 2006 before me a Notary Public personally appeared Travis L. Collins, known to me as (or satisfactorily proven) to be the person whose name is subscribed to the foregoing Declaration of Protective Covenants and Restrictions for the Bedford Country Business Park and acknowledged that he/she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official stamp or seal

[Signature]
Notary Public

My Commission expires:

[Stamp]