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**FIRST AMENDMENT TO  
DECLARATION OF PROTECTIVE COVENANTS FOR  
UNITED BUSINESS PARK**

This First Amendment to Declaration of Protective Covenants for United Business Park (this "Amendment") is made this 2<sup>nd</sup> day of February, 2016 (the "Effective Date") by CUMBERLAND VALLEY REGIONAL DEVELOPMENT CORPORATION, a Pennsylvania non-profit corporation ("Developer").

**BACKGROUND**

A. By Declaration of Protective Covenants, United Business Park, dated as of November 2, 2012 and recorded in the Office of the Franklin County Recorder of Deeds as Instrument number 201223209 (the "Declaration"), Developer submitted the real estate described therein and defined as the "Property" to the covenants set forth in the Declaration.

B. Developer desires to amend the Declaration in order to modify the covenants set forth therein and make certain other modifications, as more particularly set forth herein.

NOW, THEREFORE, intending to be legally bound, Developer hereby amends the Declaration, as amended, as follows:

1. Capitalized Terms. All capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Declaration.

2. Property. The Property subject to the Declaration is hereby amended as follows:

(a) The first (1st) Whereas clause in the Declaration is hereby amended by deleting the following in its entirety: "consisting of six (6) tracts of real estate containing a total of three hundred sixty-three (363) acres, more or less";

(b) The definition of Business Park in Section I.C.(1) of the Declaration is hereby deleted in its entirety and the following is inserted in lieu thereof:

“(1) Business Park: Shall mean and refer to the real property in Southampton Township, Franklin County, Pennsylvania depicted on the plan attached hereto and incorporated herein as Exhibit A-1, and more particularly described on Exhibit A-2 attached hereto and incorporated herein.”

(c) The definition of Property in Section I.C.(6) of the Declaration is hereby deleted in its entirety and the following is inserted in lieu thereof:

“(6) Property: Shall mean and refer to the real property depicted on the plan attached hereto and incorporated herein as Exhibit A-1, and more particularly described on Exhibit A-2 attached hereto and incorporated herein, to be known as United Business Park.”

3. Amendment to Section II.B. Section II.B of the Declaration is hereby amended by deleting the second (2nd) and third (3rd) paragraphs thereof, and inserting the following paragraph in lieu thereof:

“The Approval Committee shall have the right to disapprove the operational plans and specifications, site plans and architectural plans (hereafter collectively referred to as the “Plans”) submitted to it in the event any part of such Plans is (i) not in accordance with this Declaration; and/or (ii) incomplete, as determined by the Approval Committee; and/or (iii) deemed by the Committee not to meet the standards described in Section II.C, Section III, and Section IV of this Declaration (collectively, the “Standards”), which will be uniformly applied to all applications. The Approval Committee shall not unreasonably withhold its approval of Plans submitted to it, and the Approval Committee may grant, in its sole discretion, waivers or variances from the Standards if the Approval Committee determines that such waiver or variance will not have a material adverse impact on neighboring Sites or the Business Park. The Approval Committee shall approve or disapprove the Plans within thirty (30) days from the receipt thereof. The receipt of Plans (the “Receipt of Plans”) is deemed to have occurred when the Approval Committee in its sole but reasonable discretion determines in writing that all plans and specifications and other documentation required have been received. The thirty (30) day period shall not commence until Receipt of Plans. If the Approval Committee fails to approve or disapprove the Plans within said thirty (30) day period, it shall be conclusively presumed that the Approval Committee has approved the Plans subject, however, to compliance with the covenants and restrictions contained in this Declaration. One (1) set of said Plans shall, with the approval or disapproval of the Approval Committee endorsed thereon, be returned to the person submitting it and the other set shall be retained by the Approval Committee for its permanent files.

No approval granted by the Approval Committee shall be deemed a representation that any Plans comply with applicable governmental regulations. Neither the Developer, the Approval Committee nor any member thereof nor any of their agents shall be liable for any damage, loss

or prejudice suffered or claimed by any Owner, who submits Plans, and such person or entity who submits Plans shall forever defend and hold the Developer, the Approval Committee, the members thereof and their agents harmless from all damage, loss or prejudice suffered or claimed by any third party on account of (i) any defects in any plans, drawings, specifications or other documentation submitted by such person in any Plans, whether revised or approved in accordance with the foregoing provisions, or for any structural or other defects in any work done according to such Plans, drawings, specifications or other documentation; (ii) the approval or disapproval of any Plans of such person, whether or not defective; (iii) the construction or performance of any work by, or on behalf of, such person, whether or not pursuant to any approved Plans; (iv) the development by, or on behalf of such person, of any Site within the Business Park; or (v) the failure of the Plans to comply with any applicable governmental regulations or the failure of the such Owner to obtain approval from any governmental entity.”

4. Amendment to Section II.C. Section II.C. is hereby amended by adding the following Paragraph (3):

(3) The following uses are prohibited on the Property: (a) the retail sale of gasoline, diesel, and other motor fuels; or, (b) a "Convenience Store" (a Convenience Store is defined as a retail business operating 24 hours per day, with primary emphasis on providing the public a convenient location to quickly purchase a wide variety of consumable products (predominantly food or food and gasoline, tobacco products and services); or, (c) a store which derives 50% or more of its income from the sale of tobacco products; or, (d) a Starbucks, or Caribou, Daily Grind or similar retail operation which derives fifty percent (50%) or more of retail sales from the sale of coffee products; or, (e) a Krispy Kreme, Dunkin Donuts or similar retail operation which derives fifty percent (50%) or more of retail sales from the sale of donuts and coffee products; or, (f) an automated car wash facility open to the public. Lot 2 of the Property is hereby excluded from the prohibitions of this Paragraph (3) and this covenant shall automatically terminate should the use of Lot 2, as shown on that certain Subdivision for Cumberland Valley Regional Development Corporation/Lots 1-5, recorded in the Office of the Recorder of Deeds as Instrument Number 201403061, cease being that of a Sheetz store.

5. Amendment to Section IV.A. Subsection (3) of Section IV.A of the Declaration is hereby amended by adding the following clause and sentence at the end thereof: “, or planted with low maintenance vegetation. All Sites abutting the roadway identified as United Drive and depicted on Exhibit A-1 attached hereto, and/or abutting any extension thereof (the “United Drive Extension”), shall provide street trees planted approximately one hundred feet (100’) apart and parallel with United Drive and/or the United Drive Extension.”.

6. Amendment to Section IV.B. Section IV.B of the Declaration is hereby amended by deleting the text thereof and inserting the following text in lieu thereof:

“B. Exterior Construction, Permitted Materials, Prohibited Materials, Approved Construction Methods, Design:

(1) Exterior walls facing public streets must be finished on the exterior with the following: (a) architectural masonry units (excluding plain concrete block and cinder block); (b) natural stone; (c) precast concrete or painted concrete wall panels; (d) glass materials; (e) metal siding in combination with one or more of the above, with prior approval of the Approval Committee; or (f) equivalent materials; as approved by the Approval Committee.

(2) Temporary Improvements: No temporary buildings or other improvements of a temporary nature, including trailers (other than trailers used for the shipment of goods), incomplete buildings, tents or shacks shall be permitted on the Property. Temporary improvements used solely in connection with the construction of permanent approved improvements may be permitted provided they are located as inconspicuously as possible and are removed immediately after completion of such construction.

(3) Paving: All parking areas and all drives must be paved with hard-surface materials approved by the Approval Committee.”

7. Amendment to Section IV.D. Section IV.D of the Declaration is hereby amended by deleting the text thereof and inserting the following text in lieu thereof:

“D. Outdoor Storage:

(1) Unless specifically approved by the Approval Committee in writing, no materials, supplies or equipment including but not limited to trash and garbage receptacles, shall be stored in any area on a Site except inside a closed building, behind a visual barrier screening such areas from the view of adjoining properties and/or public areas, or in an enclosed trailer or shipping container parked in a loading dock or a designated trailer parking area.

(2) Screening of Service Containers: Garbage and refuse containers shall be concealed by means of a screening wall of material similar to and compatible with that of the building. These elements shall be integral with the concept of the building plan, be designed so as not to attract attention, and shall be located in the most inconspicuous manner possible. Unless specifically approved by the Approval Committee in writing, no materials, supplies or equipment shall be stored on the Property except inside a closed building, or behind a visual barrier screening such areas so that they are not visible from neighboring streets or property, or in an enclosed trailer

or shipping container parked in a loading dock or a designated trailer parking area.

(3) **Storage Tanks:** No above ground storage tanks, including but not limited to, those used for storage of water or propane gas or other fuel or chemical, shall be permitted on the Property except inside a closed building, behind a visual barrier screening such tanks from the view of adjoining properties and/or public street, or constructed using similar materials and paint schemes as the adjacent building, unless approved by the Approval Committee in writing. Underground storage tanks are permitted provided that the installation, maintenance, use, and removal of such tanks are done in accordance with all applicable federal, state and local laws and regulations.”

8. Amendment to Section IV.F. Section IV.F of the Declaration is hereby amended by deleting the text of Subsection (4) and inserting the following text in lieu thereof: “(4) **Mechanical Equipment:** All mechanical equipment shall be enclosed or screened so as to be an integral part of the architectural design, and roof mounted equipment shall be screened to the extent reasonably practicable, given the elevation of the subject Site in relation to neighboring Sites.”

9. Amendment to Section VI.C. The second (2nd) sentence of Section VI.C of the Declaration is hereby amended by deleting “within the remainder of the Business Park not hereby conveyed” and inserting in lieu thereof “within those portions of the Business Park continued to be owned by the Developer,”.

10. Additional Lands. (a) The Developer, upon written request from any Owner, shall incorporate into the Business Park any other land that is adjacent to the Business Park and such Owner’s Site (“Other Land”). The incorporation of any Other Land into the Business Park shall take place upon the filing of an amendment to this Declaration signed by the Developer and the Owner of such Other Land in the Office of the Franklin County Recorder of Deeds describing such Other Land and stating that it is subject to this Declaration.

(b) Notwithstanding anything to the contrary contained in Section 10(a) above, in the event that, at any time, Matrix Shippensburg I, LP, a Pennsylvania limited partnership, or its designee or assignee (“Matrix Shippensburg I”), acquires fee simple title to that certain property designated as Lot 9 (“Lot 9”) on the plan entitled, “Subdivision for Reuben Z. Oberholtzer,” prepared by Carl Bert & Associates, dated March 3, 2014, consisting of three (3) sheets, and recorded in the Office of the Franklin County Recorder of Deeds on September 16, 2015 as Instrument number 201517766, a copy of which is attached to this Amendment as Exhibit B (the “Oberholtzer Subdivision Plan”), then the definition of “Property” and “Business Park” under the Declaration, as amended hereby, shall automatically be amended to incorporate Lot 9 such that Lot 9 shall be subject to the Declaration. The preceding sentence shall be self-operative and no further instrument shall be required; provided, however, upon written request by Matrix Shippensburg I, the Developer shall file an amendment to this Declaration signed by the Developer and Matrix Shippensburg I confirming that Lot 9 is subject to the Declaration, as amended hereby.

11. Binding Effect. Subject to the amendments set forth herein, the Declaration is hereby ratified and confirmed and remains in full force and effect. This Amendment shall be effective upon the recording hereof and shall be binding upon the Developer and each Owner and their respective successors and assigns. For the avoidance of doubt, this Amendment shall not affect the validity of any approvals granted by the Approval Committee pursuant to the terms and conditions of the Declaration prior to the Effective Date of this Amendment.

12. Counterparts. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

13. Covenants Run with the Land. The rights, terms, conditions, reservations and restrictions set forth in this Amendment are (i) covenants running with the Property, (ii) easements appurtenant to the Property, and (iii) binding upon and inuring to the benefit of owners of fee simple title to the Property, and their respective heirs, successors and assigns and all those claiming by, through or under each such owner or its, his or her heirs, successors and assigns.

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Exhibit A-1  
PLAN DEPICTING UNITED BUSINESS PARK



