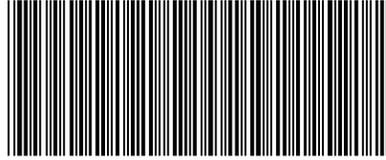


OFFICE OF
Tammy R. Crawford



REGISTER AND RECORDER
LAWRENCE COUNTY

Lawrence County
Government Center
430 Court Street
New Castle, PA 16101-3593
Phone: (724) 656-2128
Fax: (724) 656-1966
recorder@co.lawrencepa.us



1402602-0024E

RECORDING COVER PAGE

Page 1 of 20

Document Type: Declaration Covenants
Document Date: 07/07/2023

Transaction #: 1391605
Document Page Count: 19

RETURN TO:
Next Level Settlement Services LLC

SUBMITTED BY:
Next Level Settlement Services LLC

PARCEL ID: 31-366404
NUMBER OF IDS: 5

PARTY 1: HOME PLUS STORAGE LLC

FEES / TAXES:

Recording Fee	\$18.50
Extra Page Fee	\$30.00
Parcel ID Certification Fee	\$50.00
Total:	\$98.50

****NOTICE: THIS IS NOT A BILL****

Document #: 2023-004258
Recorded Date: 07/07/2023 03:37:27 PM

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



Tammy R. Crawford
Recorder of Deeds

PLEASE DO NOT DETACH

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

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Upon recording, return to:
Next Level Settlement Services, LLC
525 William Penn Place, Suite 3005
Pittsburgh, PA 15219

DECLARATION OF EASEMENTS, COVENANTS,
CONDITIONS AND RESTRICTIONS
SHENANGO CENTER

THIS DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS (“**Declaration**”) is made and entered into effective as of the 7th day of July, 2023, by Home Plus Storage, LLC, a Virginia limited liability company, its successors or assigns (“**Declarant**”).

RECITALS

WHEREAS, Declarant is the owner of certain real property situate in the Township of Shenango, County of Lawrence, Commonwealth of Pennsylvania, as more particularly described on **Exhibit “A”** attached hereto and made a part hereof (the “**Property**”).

WHEREAS, the Property has been subdivided, in accordance with the Final Plan for Home Plus Storage, dated as of March 15, 2023, as filed of record in the Lawrence County Recorder of Deeds on April 14, 2023 at Document Number 2023-002185 and made a part hereof (the “**Plan**”), and includes the following identified parcels: Parcel 5; Parcel 6; Parcel 7; Parcel 8; and Parcel 9 (collectively, the “**Parcels**”).

WHEREAS, the Property is being developed as a mixed-use development to be known as “Shenango Center.”

WHEREAS, Declarant desires to impose certain easements upon the Parcels and to establish certain covenants, conditions and restrictions with respect to the Property, for the mutual and reciprocal benefit of the Parcels and the present and future owners and occupants thereof, on the terms and conditions hereinafter set forth.

WHEREAS, Declarant wishes to provide for the maintenance, repair and replacement of certain improvements located on the Property and to allocate the cost of maintaining, repairing and replacing the improvements among the Owner or Owners of the Parcels.

NOW, THEREFORE, in consideration of the above premises and of the covenants herein contained, the Declarant does hereby declare that the Parcels and all present and future owners and occupants of the Parcels shall be and hereby are subject to the terms, covenants, easements, restrictions and conditions hereinafter set forth in this Declaration, so that said Parcels shall be maintained, kept, leased, sold, conveyed and used in full compliance with and subject to this Declaration and, in connection therewith, Declarant covenants and declares as follows:

AGREEMENT

ARTICLE I. INCORPORATION OF RECITALS; EXHIBITS; DEFINITIONS.

1.01. Incorporation of Recitals; Exhibits. The foregoing Recitals and the Exhibits to this Declaration are each hereby incorporated by reference as if stated in full in this Declaration.

1.02. Definitions. As used in this Declaration, terms defined in the introductory paragraph and recitals of this Declaration have their assigned meanings, and the following terms have the meanings set forth below:

(a) “**Access Easement**” has the meaning assigned to such term in Section 2.01(a) of this Declaration.

(b) “**Assessment Lien**” has the meaning assigned to such term in Section 9.03 of this Declaration.

(c) “**Association**” means the Shenango Center Owners’ Association to be formed as a Pennsylvania non-profit corporation, its successors and assigns.

(d) “**Bylaws**” means the Bylaws of the Association.

(e) “**Complex Common Areas**” means those portions of the Parcels intended for the non-exclusive use of a Parcel, and which are either unimproved, or are improved, such as (without limitation) landscaped areas, parking areas, driveways, roadways, walkways, site lighting, curbing, entrances, exits, signs and signage, and other similar non-exclusive exterior site improvements, and which are to be maintained by the Association, including, without limitation, the following: (i) all roadways, alleys and streets designated as Complex Common Areas (Town Center Drive (being Parcel 9 of the Plan) which is an access drive for all Parcels, except to the extent any portion of Town Center Drive becomes a public road); (ii) all signage for the Property situated on or within rights-of-way of any private or public roads within the Property, including any monument signs (but specifically excluding any signage located within the boundaries of any Parcel unless an easement has been granted to (and accepted by) the Association for signage on such Parcel); (iii) all landscaping and landscaped areas situated within the Property; (iv) all asphalt curbing surrounding landscaped areas; (v) any street, parking and landscape lighting situated within any portion of the Property (to the extent the same are not maintained by any governmental authority); and (vi) all utility and irrigation lines, pipes, ducts, conduits, equipment, machinery and other appurtenances which serve any portion of the Complex Common Areas (to the extent the same are not maintained by any governmental authority). Notwithstanding the foregoing, under Section 4.02, certain common area elements identified as the Parcel Common Areas are treated as being the maintenance responsibility of the respective Owner of the Parcel.

(f) “**Declaration**” means this Declaration of Easements, Covenants, Conditions and Restrictions, including all Schedules and Exhibits, as each may be amended from time to time.

(g) “**Maintenance**” has the meaning assigned to such term in Section 4.03 of this Declaration.

(h) “**Member**” means each Owner of a Parcel who shall be a member of the Association.

(i) “**Owner**” or “**Owners**” means the Declarant, and any and all successors or assigns of such persons as the owner or owners of fee simple title to all or any portion of the real property covered hereby, whether by sale, assignment, inheritance, operation of law, trustee’s sale, foreclosure, or otherwise, but not including the holder of any lien or encumbrance on such real property.

(j) “**Parcel**” or “**Parcels**” means each separately identified parcel of real property now constituting a part of the real property subjected to this Declaration as described on **Exhibit “A,”** and any future subdivisions thereof.

(k) “**Parcel Common Areas**” means those portions of the Parcels situated outside of the exterior walls of Buildings or other structures located on the Parcels (excluding any terraces, rooftop spaces immediately appurtenant or adjacent to any Building and not otherwise expressly designed as a Complex Common Area by Declarant or the Association) that are not designated as Complex Common Areas, as they may exist from time to time, including (i) sidewalks; (ii) exterior Building light fixtures; and (iii) paving in parking areas.

(l) “**Permittees**” means the tenant(s) or occupant(s) of a Parcel, and the respective employees, agents, contractors, customers, invitees and licensees of (i) the Owner of such Parcel, and/or (ii) such tenant(s) or occupant(s).

(m) “**Property**” or “**Shenango Center**” means that certain real property described on **Exhibit “A”** attached hereto.

(n) “**Repairs**” has the meaning assigned to such term in Section 4.03 of this Declaration.

(o) “**Sanitary Sewage Easement**” has the meaning assigned to such term in Section 2.01(c) of this Declaration.

(p) “**Sanitary Sewage Facilities**” means the sanitary sewer lines, cleanouts and all facilities related to the sanitary sewers.

(q) “**Site Plan**” means that site plan of the Parcels attached hereto as **Exhibit “B.”** Except as may be otherwise provided in this Declaration, the Site Plan is for identification purposes only.

(r) “**Utility Easement**” has the meaning assigned to such term in Section 2.01 of this Declaration.

(s) “**Utility Facilities**” means any public utilities, water mains, storm drains, water sprinkler system lines, telephone, cable, fiber optics and other communications, and/or electrical conduits or systems, cable, gas mains and other utility facilities.

ARTICLE II. EASEMENTS.

2.01. Grant of Reciprocal Easements. Subject to any express conditions, limitations or reservations contained herein, Declarant hereby declares that the Parcels, and all Owners and Permittees of the Parcels, shall be benefited and burdened by the following nonexclusive, perpetual and reciprocal easements which are hereby imposed upon the Parcels and all present and future Owner’s and Permittees of the Parcels:

(a) An easement for reasonable access, ingress and egress over all paved driveways, roadways and walkways as presently or hereafter constructed and constituting a part of the Common Areas of the Parcels, so as to provide for the passage of motor vehicles and pedestrians between all portions of the Common Areas of such Parcels intended for such purposes (the “**Access Easement**”), including the turning radius between Lot 2 and Lot 3 as shown on the Site Plan and as shown on any current or future highway occupancy permit.

(b) An easement under and across those parts of the Common Areas that are not within any permissible building areas shown on the Site Plan, as amended from time to time, for the installation, maintenance, repair and replacement of the Utility Facilities necessary for the orderly development and operation of the Common Areas and each building from time to time located within the Parcels (the “**Utility Easement**”); provided that (i) the rights granted pursuant to the Utility Easement shall at all times be exercised in such a manner that (A) does not unreasonably disrupt or unreasonably interfere with the rights of the Owner(s), or their respective successors, assigns, tenants, invitees and designees to use the Parcel(s) burdened by the Utility Easement, (B) does not interfere materially with the normal operation of a Parcel and the businesses conducted therein, and (C) complies with all laws, statutes, rules, regulations, codes, ordinances and orders of each governmental authority having jurisdiction over any such Parcel or party, (ii) the Owner shall have the right to approve the exact location of any Utility Facilities on such Owner’s Parcel(s), such approval not to be unreasonably withheld, delayed or conditioned, and (iii) except in an emergency, the right of any Owner or Permittee to enter upon the Parcel(s) of another Owner or Permittee for the exercise of any right pursuant to the Utility Easement shall be conditioned upon providing reasonable prior advance written notice to the other Owner or Permittee on such Parcel, as to the time and manner of entry. All such Utility Facilities shall be installed and maintained below the ground level or surface of the Parcels, except for such parts thereof that cannot and are not intended to be placed below the surface, such as transformers and control panels, which shall be placed in such location as approved by the Owner or Permittee of the affected Parcels, such approval not to be unreasonably withheld, delayed or conditioned.

(c) An easement under and across those parts of the Common Areas that are not within any permissible building areas shown on the Site Plan, as amended from time to time, for the installation, maintenance, repair and replacement of the sanitary sewage collection system necessary for the collection and transmission of sanitary sewage from each building from time to

time located within the Parcels (the “**Sanitary Sewer Easement**”) to the public sanitary sewer system; provided that (i) the rights granted pursuant to the Sanitary Sewer Easement shall at all times be exercised in such a manner that does not unreasonably disrupt or unreasonably interfere with the rights of the Owner(s), or their respective successors, assigns, tenants, invitees and designees to use the Parcel(s) burdened by the Sanitary Sewer Easement and complies with all laws, statutes, rules, regulations, codes, ordinances and orders of each governmental authority having jurisdiction over any such Parcels or party, (ii) the Owner shall have the right to approve the exact location of any Sanitary Sewer line on such Owner’s Parcel(s), such approval not to be unreasonably withheld, delayed or conditioned and (iii) except in an emergency, the right of any Owner or Permittee to enter upon the Parcel(s) of another Owner or Permittee for the exercise of any right pursuant to the Sanitary Sewer Easement shall be conditioned upon providing reasonable prior advance written notice to the other Owner or Permittee on such Parcel, as to the time and manner of entry. All Sanitary Sewage Facilities shall be installed and maintained at or below the ground level or surface of the Parcels, except for such parts thereof that cannot and are not intended to be placed below the surface, such as cleanouts, which shall be placed in such location as approved by the Owner or Permittee of the affected Parcels, such approval not to be unreasonably withheld, delayed or conditioned.

2.02. Indemnification. The Owner or Permittee having rights with respect to any easements granted hereunder shall indemnify and hold the other Owner(s) or Permittee whose Parcels are subject to the easements harmless from and against all claims, liabilities and expenses (including, without limitation, reasonable attorneys’ fees) relating to accidents, injuries, loss, or damage of or to any person or property arising from the negligence or willful misconduct of such Owner or Permittee, its contractors, employees, agents, or others acting on behalf of such Owner or Permittee, except as caused by the negligence or willful misconduct of such Owner or Permittee seeking indemnification.

2.03. Reasonable Use of Easements. The easements herein above granted shall be used and enjoyed by the Owner and its Permittees in such a manner so as not to unreasonably interfere with, obstruct or delay the conduct and operations of the business of any other Owner or its Permittees at any time conducted on its Parcels, including, without limitation, public access to and from said business, and the receipt or delivery of products for sale and merchandise in connection therewith.

ARTICLE III. ASSOCIATION

3.01. Membership. Each and every Owner of a Parcel shall automatically become and must remain a Member in good standing of the Association throughout its ownership its Parcel. Notices of changes in ownership of the Parcels shall be reported to the Association by the transferor or transferee promptly after the change in ownership.

3.02. Voting Members. Each Member shall be entitled to one vote for each complete half-acre (0.5) of land contained in the Parcel owned by such Member; the number of votes attributable to the Parcels as configured as of the date hereof is set forth on **Exhibit “C”**. The calculation of land area for voting purposes shall be the same as the calculation for purposes of

calculating the Common Area Maintenance Charge. Any Member that has received notice of a violation shall not be entitled to vote on matters directly related to the alleged violation or breach. Any Member that fails to pay its pro rate share of the Common Area Maintenance Charge shall not be entitled to vote during any period in which such assessment is due and unpaid. Notwithstanding anything herein to the contrary, Parcel No. 9 is an access road that shall be dedicated to the Township of Shenango as a public road and shall not be entitled to a vote in the Association.

3.03. Executive Board. The Executive Board of the Association, for the mutual benefit of the Members of the Association, shall have the following powers:

(a) To maintain or cause to be maintained the Complex Common Areas in accordance with Article IV hereof.

(b) To enter into agreements or contracts with insurance companies with respect to insurance coverage.

(c) To enter into agreements or contracts with utility companies with respect to utility installation, consumption and service matters relating to the Complex Common Areas.

(d) To enter into contracts, maintain one or more bank accounts, and generally to have all the powers necessary or incidental to the operation and management of the Association.

(e) To sue or defend in court any law on behalf of the Association.

(f) To suspend the voting rights of a Member for any period during which any assessment against such Member's Parcel remains unpaid or during which a Member is in violation or breach of this Declaration.

(g) To exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of this Declaration or the Bylaws.

(h) To employ a manager or firm (including, without limitation, any Owner or an affiliate of an Owner) to manage the affairs and property of the Association, to employ independent contractors or such other employees as they may deem necessary. The Association shall initially employ Wish Development, LLC to manage the Association.

(i) To retain the services of legal, engineering or accounting firms and other professionals.

(j) To enforce the provisions of this Declaration and to enjoin and/or seek damages from any Owner for violation of such provisions.

(k) To contract with any Owner or affiliate of an Owner for performance on behalf of the Association, of services which the Association is otherwise required to perform.

(l) To take any and all other actions and to enter into any and all other agreements as may be necessary or proper for the fulfillment of its powers hereunder, for the operation of the Association or for the enforcement of the covenants and restrictions set forth herein.

3.04. Liability Limitations.

(a) The Association shall not be liable for any personal injury or any incidental or consequential damages occasioned by any act or omission arising in any way out of the operation of any portion of the Property, including, without limitation, failure to secure, inspect, repair or maintain any portion of the Property.

(b) The Association shall not be liable for the failure of any service obtained or the failure to so obtain any services needed or for any injury or damage to persons or property, however and wheresoever caused on or from any Property, except such instance or such injury or damage has been caused by the willful misconduct or gross negligence of the Association.

(c) The Association shall have no liability to any person for any loss or damage caused by theft of or damage to personal property in or on the Complex Common Areas or other places within the Property and shall have no liability arising out of the use, misuse, or condition of the Complex Common Areas, except for its own gross negligence or willful misconduct.

3.05. Insurance. The Association shall have the right and option to purchase, carry and maintain in force insurance covering all portions of the Complex Common Areas and improvements thereon or appurtenant thereto for the interest of the Association and of all Members of the Association, in such amounts and with such endorsements and coverage as may be deemed advisable by the Executive Board.

**ARTICLE IV.
MAINTENANCE.**

4.01. Buildings and Appurtenances Thereto. The Owner(s) covenants to keep and maintain, at its sole cost and expense, the building(s) located from time to time on its respective Parcel(s) in good order, condition and repair. Once constructed, in the event of any damage to or destruction of a building on any Parcel, the Owner or Permittee of such Parcel, shall, at its sole cost and expense, with due diligence either (a) repair, restore and rebuild such building to its condition prior to such damage or destruction (or with such changes as shall not conflict with this Declaration), or (b) demolish and remove all portions of such damaged or destroyed building then remaining (including, without limitation the footprint), including the debris resulting therefrom, and otherwise clean and restore the area affected by such casualty to a level, graded condition. The Owner(s) or its Permittee shall each be responsible, at its sole cost and expense, for installing all lighting on its Parcels other than the lighting identified as to be installed by the Association in connection with the Complex Common Areas.

(a) Complex Common Areas. The Association shall perform repairs (including, without limitation, ordinary and capital repairs) (“**Repairs**”) and maintenance (“**Maintenance**”)

on the Complex Common Areas, including, without limitation, maintaining and repairing the surface of the roadway areas, removing all papers, debris and other refuse from and periodically sweeping all road areas to the extent necessary to maintain the same in a clean, safe and orderly condition, snow and ice removal, maintaining appropriate lighting fixtures for roadways, maintaining marking, directional signs, lines and striping as needed, maintaining landscaping, minor asphalt patching, periodic crack filling, seal coating and line stripping, and performing any and all such other duties as are necessary to maintain such Complex Common Areas in a clean, safe and orderly condition.

(b) Parcel Common Areas. Notwithstanding anything herein to the contrary, each Owner shall be responsible for the Repairs and Maintenance of the Parcel Common Areas, at its sole cost and expense, including, without limitation, maintaining and repairing all paved areas located on their respective Parcel (excluding any Complex Common Area), including but not limited to parking areas, drive aisles, curbs and sidewalks (other than minor asphalt patching, periodic crack filling, seal coating and line stripping performed by the Association), snow and ice removal, maintaining canopy lighting and signage in good condition and repair, and performing any and all such other duties as are necessary to maintain such Parcel Common Areas in a clean, safe and orderly condition.

(c) Modifications to Buildings and Parcel Common Areas. Each Owner reserves the right to alter, modify, reconfigure, relocate and/or remove the Parcel Common Areas or building areas on its Parcel, subject to the following conditions: (a) the reciprocal easements between the Parcels pursuant to Section 2.01 of this Declaration shall not be closed or materially impaired; (b) the access openings, curb cuts, driveways and ingress and egress thereto, and to and from the Parcels and adjacent streets and roads, shall not be so altered, modified, relocated, blocked and/or removed without the express written consent of all Owners; and (c) the same shall not violate any of the provisions and easements granted in Article II of this Declaration. Such relocation(s) shall be deemed to create an easement with respect to such new location(s) which shall be substantially similar to the easement(s) created hereunder and which new easement(s) shall be considered part of the Access Easement created hereunder.

4.02. Complex Common Area Maintenance Charge. The Complex Common Areas are to be maintained by the Association for the benefit of all owners and tenants, subject to its right for reimbursement. All repairs, maintenance or other work performed on the Complex Common Areas shall be performed in a good and workmanlike manner and in such a fashion as to minimize interference with the other Owners and its Permittees and their tenants' or occupants' business operations. The cost of performing the Repairs and Maintenance of the Complex Common Areas ("**Common Area Maintenance Charge**") shall be shared between the Parcels pro rata based upon the acreage of each Parcel.

4.03. Administration of Common Area Maintenance Charge. The Association shall at least thirty (30) days prior to beginning of each calendar year, submit to the Owners an annual operating budget (the "**Budget**") for the Common Area Maintenance Charge for the next ensuing calendar year. The Budget shall identify separate cost estimates for any capital improvements and shall include, without limitation, an administrative fee of ten percent (10%). Each Owner shall pay to the Association in equal monthly installments, in advance, their respective share of the Common Area Maintenance Charge based upon the amount set forth in the Budget (the "**Monthly**

Estimated Expense”). Within thirty (30) days after the end of each calendar year, the Association shall furnish to the Owners a statement in reasonable detail setting forth the actual costs for the Common Area Maintenance Charge for that year. If the aggregate amount of the Monthly Estimated Expense payments exceeds the actual Common Area Maintenance Charge for that year, the Association shall credit the excess toward the payment of each Owner’s Monthly Estimated Expense next becoming due. If the aggregate amount of the Monthly Estimated Expense payments shall be less than the actual Common Area Maintenance Charge for that year, the Owners shall pay their pro rata share of the deficiency to the Association within thirty (30) days after receipt of such statement.

4.04. Utilities. Each Owner and its Permittees shall at all times during the term hereof construct, operate and maintain or cause to be constructed, operated and maintained, in good order, condition and repair, at its sole expense, any utility or other installations serving the Parcel of such Owner and its Permittees and from time to time existing on the Parcel of another Owner or its Permittees pursuant to an easement described herein.

ARTICLE V. CONSTRUCTION OF IMPROVEMENTS.

5.01. Construction of Improvements. Every building (including any appurtenant improvements located in the Common Areas), now or in the future constructed on the Parcels, shall be constructed, operated and maintained so that the same is in compliance with all applicable governmental requirements. Each Owner shall be solely responsible for all work required to construct any building or other improvements on its respective Parcel, together with and including, but not limited to, all necessary utility installations and connections (including payment of any associated tap fees), and all lighting, paving, landscaping, and other site work. All staging areas for construction equipment, vehicles, and materials shall be located entirely on the Parcel(s) under construction or on any other Parcel owned by the party owning such Parcel under construction.

5.02. Protective Covenants. The following restrictions and covenants shall apply to the Property and each Parcel thereof:

(a) Each Parcel shall meet the requirements for minimum lot size, lot coverage, and minimum setback requirements as set forth in the Township of Shenango’s zoning ordinance or any other applicable governmental laws, ordinances, codes and regulations.

(b) Each Parcel shall maintain the minimum required off street parking spaces under the Township of Shenango’s zoning ordinance or any other applicable governmental laws, ordinances, codes and regulations.

(c) Outdoor storage areas shall be maintained in a neat and orderly manner and shall be located behind a visual barrier screening such storage area from the view of adjoining properties and/or public streets.

(d) Loading areas and docks shall be located at the side or rear of the building(s) so as not to interfere with the free use of any streets or adjoining properties. Loading and unloading at the front of the building(s) is prohibited.

(e) All façade signage shall include channel set lettering or combination channel set and bubble lettering so as to maintain a uniform commercial appearance within Shenango Center. All signage shall be raceway mounted and shall be scaled appropriately based on the size of the building(s).

(f) Outdoor sales areas shall be maintained in a neat and orderly condition. Such outdoor sales areas may only be located in areas approved by Shenango Township and shall not reduce the number of parking spaces below what is required by the applicable zoning regulations. In addition, such outdoor sales areas shall not block access to any drive aisles, including without limitation, Town Center Drive.

ARTICLE VI. RESTRICTIONS.

6.01. General. Each Parcel shall be used for lawful purposes in conformance with all restrictions imposed by all applicable governmental laws, ordinances, codes, and regulations, and no use or operation shall be made, conducted or permitted on or with respect to all or any portion of a Parcel which is illegal.

ARTICLE VII. TAXES AND ASSESSMENTS.

7.01. Taxes and Assessments. Each Owner and its Permittees shall pay all taxes, assessments, or charges of any type levied or made by any governmental body or agency with respect to its respective Parcel(s).

ARTICLE VIII. NO RIGHTS IN PUBLIC; NO IMPLIED EASEMENTS.

8.01. No Rights in Public; No Implied Easements. Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of the Parcels. No easements, except (a) those expressly set forth in Article II above, and/or (b) an easement over the Parcels so as to enable the Owners to perform the repairs and maintenance as provided in Article IV above, shall be implied by this Declaration.

**ARTICLE IX.
REMEDIES AND ENFORCEMENT.**

9.01. All Legal and Equitable Remedies Available. In the event of a breach or threatened breach by any Owner or its Permittees of any of the terms, covenants, restrictions or conditions hereof, the other Owner(s) shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due and/or specific performance.

9.02. Self-Help. In addition to all other remedies available at law or in equity, upon the failure of a defaulting Owner or its Permittees to cure a breach of this Declaration within thirty (30) days following written notice thereof by the Association (unless, with respect to any such breach the nature of which cannot reasonably be cured within such 30-day period, the defaulting Owner or its Permittees commences such cure within such 30-day period and thereafter diligently prosecutes such cure to completion), the Association shall have the right to perform such obligation contained in this Declaration on behalf of such defaulting Owner or its Permittees and be reimbursed by such defaulting Owner or its Permittees upon demand for the reasonable costs thereof together with interest at the prime rate charged from time to time by PNC Bank, National Association (its successors or assigns), plus two percent (2%) (not to exceed the maximum rate of interest allowed by law). Notwithstanding the foregoing, in the event of (a) an emergency, and/or (b) blockage or material impairment of the easement rights, the Association may immediately cure the same and be reimbursed by the other Owner or its Permittees upon demand for the reasonable cost thereof together with interest at the prime rate, plus two percent (2%), as above described.

9.03. Lien Rights. Any claim for reimbursement, including interest as aforesaid, and all costs and expenses including reasonable attorneys' fees awarded to the Association in enforcing any payment in any suit or proceeding under this Declaration shall be assessed against the defaulting Owner or its Permittees in favor of the prevailing party and shall constitute a lien (the "**Assessment Lien**") against the Parcels of the defaulting Owner or its Permittees until paid, effective upon the recording of a notice of lien with respect thereto in the Office of the Recorder of Deeds of Lawrence County, Pennsylvania; provided, however, that any such Assessment Lien shall be subject and subordinate to (a) liens for taxes and other public charges which by applicable law are expressly made superior, (b) mortgages and/or deeds of trust recorded prior to the due date of such reimbursement claim. All liens recorded subsequent to the recordation of the notice of lien described herein shall be junior and subordinate to the Assessment Lien. Upon the timely curing by the defaulting Owner or its Permittees of any default for which a notice of lien was recorded, the party recording same shall record an appropriate release of such notice of lien and Assessment Lien.

9.04. Remedies Cumulative. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.

9.05. No Termination For Breach. Notwithstanding the foregoing to the contrary, no breach hereunder shall entitle any Owner to cancel, rescind, or otherwise terminate this Declaration. No breach hereunder shall defeat or render invalid the lien of any mortgage or deed of trust upon any Parcels made in good faith for value; however, the lien of any such mortgage or deed of trust will be subordinate to this Declaration.

9.06. Irreparable Harm. In the event of a violation or threat thereof of any of the provisions of this Declaration, each Owner agrees that such violation or threat thereof shall cause the non-defaulting Owner and/or its Permittees to suffer irreparable harm and such non-defaulting Owner and its Permittees shall have no adequate remedy at law. As a result, in the event of a violation or threat thereof of any of the provisions of this Declaration, the non-defaulting Owner, in addition to all remedies available at law or otherwise under this Declaration, shall be entitled to injunctive or other equitable relief to enjoin a violation of any provisions of this Declaration, or threat thereof.

ARTICLE X. TERM.

10.01. Term. The easements, covenants, conditions and restrictions contained in this Declaration shall be effective commencing on the date of recordation of this Declaration in the Recorder of Deeds Office of Lawrence County and shall remain in full force for a period of twenty (20) years, after which time this Declaration shall be automatically extended for successive periods of ten (10) years, unless on or before the end of on such extension periods this Declaration is modified, amended, canceled or terminated as provided in Section 11.02 hereof.

ARTICLE XI. MISCELLANEOUS.

11.01. Attorneys' Fees. In the event a party institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing party shall be entitled to recover from the losing party, in addition to any other relief, its actual attorneys' fees irrespective of whether or not the action or other proceeding is prosecuted to judgment and irrespective of any court schedule of reasonable attorneys' fees.

11.02. Amendment. This Declaration may be amended or modified at any time with the prior written consent of at least a majority of the total eligible votes of the membership of the Association. Any such amendment to this Declaration shall be evidenced by a document that has been fully executed and acknowledged by the requisite number of Owners and recorded in the official records of the Office of the Recorder of Deeds of Lawrence County, Pennsylvania.

11.03. Consents. Wherever in this Declaration the consent or approval of an Owner is required, such consent or approval shall not be unreasonably withheld or delayed. The consent of an Owner under this Declaration, to be effective, must be given, denied or conditioned expressly and in writing.

11.04. No Waiver. No waiver of any default of any obligation by any party hereto shall be implied from any omission by the other party to take any action with respect to such default.

11.05. No Agency. Nothing in this Declaration shall be deemed or construed by either party or by any third person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between the parties.

11.06. Covenants to Run with Land. This Declaration is intended to be recorded. It is intended that each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the real property benefited thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.

11.07. Grantee's Acceptance. The grantee of any Parcel or any portion thereof, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from an original party or from a subsequent owner of such Parcel, shall accept such deed or contract upon and subject to each and all of the easements, covenants, conditions, restrictions and obligations contained herein. By such acceptance, any such grantee shall for himself and his successors, assigns, heirs, and personal representatives, covenant, consent, and agree to and with the other party, to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to the property so acquired by such grantee.

11.08. Severability. Each provision of this Declaration and the application thereof to the Parcels are hereby declared to be independent of and severable from the remainder of this Declaration. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Declaration. In the event the validity or enforceability of any provision of this Declaration is held to be dependent upon the existence of a specific legal description, the parties agree to promptly cause such legal description to be prepared. Ownership of all Parcels by the same person or entity shall not terminate this Declaration nor in any manner affect or impair the validity or enforceability of this Declaration.

11.09. Time of Essence. Time is of the essence of this Declaration.

11.10. Entire Agreement. This Declaration contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.

11.11. Notices. Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by other national overnight courier company, or personal delivery to the party intended at the address of the Owner listed in the tax records of Lawrence County for the Parcel. Notice shall be deemed given upon receipt or refusal to accept delivery.

11.12. Governing Law and Venue. The laws of the Commonwealth of Pennsylvania shall govern the interpretation, validity, performance, and enforcement of this Declaration. Any claims or disputes arising from or relating to this Declaration shall be brought exclusively in the Court of Common Pleas of Lawrence County, Pennsylvania.

11.13. Bankruptcy. In the event of any bankruptcy affecting any Owner, or its Permittees, or occupant of any Parcel, the parties agree that this Declaration shall, to the maximum extent permitted by law, be considered an agreement that runs with the land and that is not rejectable, in whole or in part, by the bankrupt person or entity.

11.14. Interpretation. Wherever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and vice versa, as the context shall require. The section headings used herein are for reference and convenience only and shall not enter into the interpretation hereof.

11.15. Mortgage Subordination. Any mortgage or deed of trust affecting or encumbering any portion of any Parcel shall at all times be subject and subordinate to the terms of this Declaration, except to the extent expressly otherwise provided herein, and any party foreclosing any such mortgage or deed of trust or acquiring title by deed in lieu of foreclosure or trustee's sale shall acquire title subject to all of the terms and provisions of this Declaration.

[Signature page follows.]

SIGNATURE PAGE TO DECLARATION OF EASEMENTS, COVENANTS,
CONDITIONS AND RESTRICTIONS

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the date first written above.

HOME PLUS STORAGE, LLC

By: [Signature]
Name: Dennis F. Harrup, III
Title: Member and Manager

STATE OF Pennsylvania)
) SS:
COUNTY OF Lawrence)

On this, the 7th day of July, 2023, before me, the undersigned officer, personally appeared Dennis F. Harrup III who acknowledged himself to be the sole Member of Home Plus Storage, LLC, a Virginia limited liability company, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the company by himself as such officer.

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

My commission expires: [Signature]
Notary Public

[notarial seal]

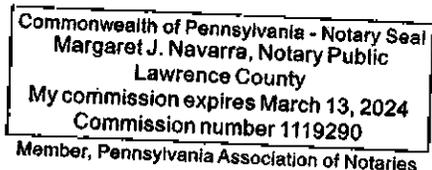


Exhibit A**Description of Property**

All those certain lots, parcels or tracts of ground, situate in the Township of Shenango, County of Lawrence, Commonwealth of Pennsylvania, being: Parcel 5; Parcel 6; Parcel 7; Parcel 8; and Parcel 9 in the Final Plan for Home Plus Storage, dated as of March 15, 2023, as filed of record in the Lawrence County Recorder of Deeds on April 14, 2023 at Document Number 2023-002185.

Being designated as permanent Tax Parcel Identification Nos. as set forth below:

Parcel No.	Control No.	Tax Parcel No.
Parcel 5	31-366404	31-3906-119J
Parcel 6	31-366405	31-3906-119K
Parcel 7	31-366406	31-3906-119L
Parcel 8	31-366407	31-3906-119M
Parcel 9	31-366408	31-3906-119N

Certified By MP

Exhibit B

Site Plan

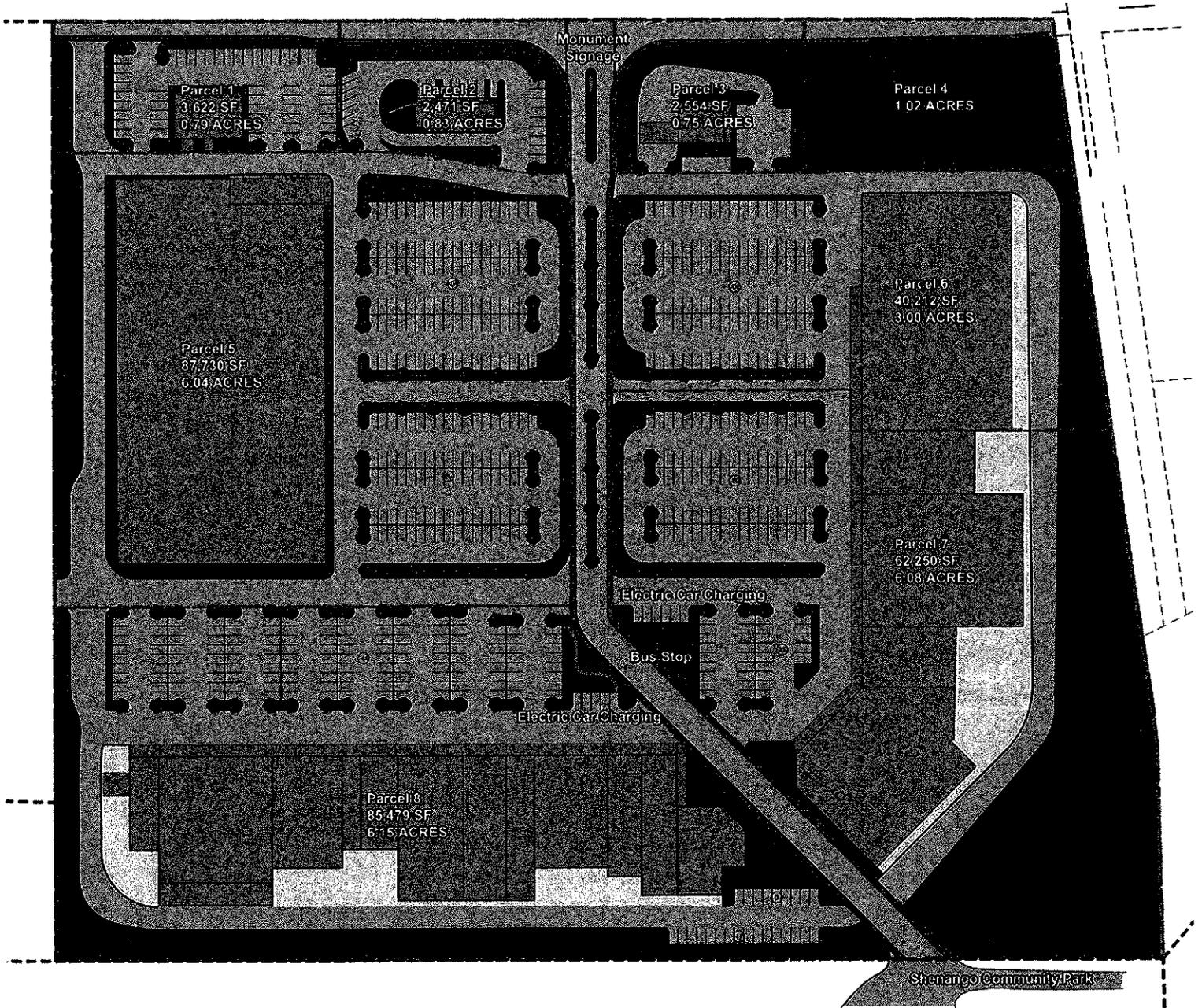


Exhibit C**Parcel Voting Interests**

Parcel Number	Number of Votes
Five	12
Six	6
Seven	12
Eight	12
Total	42