



Declaration of Covenants

The parties to these covenants are the Commonwealth of Pennsylvania, acting by and through the Pennsylvania Historical and Museum Commission, (hereinafter referred to as the Commission), and the Universal Community Homes, (hereinafter referred to as the UCH).

The parties agree that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby declare that this instrument, entitled "Declaration of Covenants," shall be binding as between the parties and their respective successors and assigns and shall be recorded with a certain deed dated November 11, 2000 from The Preservation Alliance for Greater Philadelphia, Grantor, to the UCH, recorded with the City of Philadelphia Recorder of Deeds at Book Number 50164218, Page Number 1-12. The UCH, its successors and assigns, covenants and agrees to assume responsibility for the maintenance, preservation, and administration of the property in satisfactory manner for a demonstrable public benefit for a period of fifteen (15) years from Oct 30, 2008, the date of execution of this instrument.

The provisions of these covenants, hereinafter expressed as covenants running with the land, are herein set forth so as to ensure the maintenance and preservation of the architectural and historical characteristics of The Royal Theater, which has been determined eligible for listing or is listed in the National Register of Historic Places under the provision of the National Historic Preservation Act of 1966 (80 Stat. 915). Architectural and historical characteristics shall be defined as those significant physical features that qualified the property as eligible for the National Register of Historic Places.

The Royal Theatre shall be maintained and preserved in accordance with the Secretary of the Interior's *Standards for the Treatment of Historic Properties*. No construction, alteration, rehabilitation, remodeling, demolition, site development, ground disturbance, or other action shall be undertaken or permitted to said property without

the prior written permission from the Commission. Prior to the commencement of work, the UCH agrees to notify, in writing, the Commission of all work on said property in its entirety that might affect the property's architectural or historical characteristics. The Commission will be given thirty (30) days from receipt of the notice to review and approve in writing the appropriateness of said work.

For work that involves ground disturbance, the Commission may require archaeological investigation at the UCH 's expense. In the event that archaeological materials are discovered during ground-disturbing activities, work shall temporarily cease, and the Commission shall be consulted for instructions prior to proceeding with the work. Any archaeological work shall be conducted in accordance with the Secretary of the Interior's *Standards and Guidelines for Archaeological Documentation* (48FR 447344-37) and any such standards and guidelines as the Commission may specify.

The UCH shall allow the Commission, at all reasonable times and upon reasonable advance notice to the UCH, access to inspect said property to ensure compliance with this preservation covenant.

It is further agreed that the Commission in no way assumes any liability or obligation for maintaining, repairing or administering said property and the UCH shall hold the Commonwealth harmless from and indemnify the Commonwealth against any and all claims, demands and actions based upon or arising out of any activities performed by the Commonwealth, Commission, its officials, employees and agents under this covenant and shall, at the request of the Commonwealth, defend any and all actions brought against the Commonwealth based upon any such claims or demands.

Failure of the Commission to exercise any rights or remedies granted under this covenant shall not be construed to be a waiver by the Commonwealth of its rights and remedies in regard to the event of default or any succeeding event of default.

The rights and remedies of the Commonwealth provided in this covenant shall not be exclusive and are in addition to any other rights and remedies provided by law or under this covenant.

In Witness thereof, the UCH has hereunto set its hand and seal this 30th day of October, 2008.

Universal Community Homes

By [Signature]

Shahied A. Dawan, Exec VP/CFO

Commonwealth of Pennsylvania

County of Philadelphia

On this 30th day of October, 2008, personally appeared the above named Shahied A. Dawan and acknowledged the foregoing Declaration of Covenants to be the free act and deed of the Universal Community Homes; and being so authorized to do so, executed the foregoing instrument for the purpose therein contained.

Wallace S. Dawan

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
WALLACE S. DAWAN, Notary Public
City of Philadelphia, Phila. County
My Commission Expires October 26, 2009

IN WITNESS WHEREOF, the Commission agrees to accept this Declaration of Covenants on this 10th day of November, 2008.

Pennsylvania Historical and Museum Commission.

By [Signature]
Jean H. Cutler, State Historic Preservation Officer

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF DAUPHIN

On this 10th day of NOVEMBER, 2008, personally appeared the above named State Historic Preservation Officer of the Pennsylvania Historical and Museum Commission and executed the foregoing instrument for the purpose therein contained.

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

Notary Public

[Signature]

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
DORIS E. REYNOLDS, Notary Public
City of Harrisburg, Dauphin County
My Commission Expires May 11, 2010