

COPY

*WILLIAM PENN PLAZA TOWNHOUSES"

DECLARATION OE PROTECTIVE COVENANTS

WHEREAS, SANTO CALANTONI, VICTORIA L. CALANTONI and PLACIDO G. CALANTONI, (hereinafter collectively "calantoni") , did by Deeds dated the 23rd day of December, 1995, and the 8th day of May, 1997, recorded in Record Book 1995-1, Page 124879, and 1997-1, Page 045572, respectively, in the Office for the Recorder of Deeds at Easton, Northampton County, Pennsylvania, acquired title to a certain tract of land situate in Bethlehem Township, Northampton County, Pennsylvania, which land constitutes a subdivision known as "William Penn Plaza"; and

WHEREAS it is the desire and intent of the said CALANTONI, hereinafter referred to as Declarant, to impose upon said land certain restrictions and covenants running with the land.

NOW, THEREFORE, this 17th day of September, 1997. Declarant does hereby agree for the benefit of present and future owners that every lot appearing on said Plan of William Penn Plaza, recorded in Map Book Volume 1997-5•, Pages 126 and 127 on May 29, 1997, r Northampton County Records, shall be and remain subj etc. to the following conditions, restrictions and covenants.

1. No trash cans or other trash receptacles shall be stored outside any dwelling except for scheduled trash pickup.

2. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, waste or hazardous materials. Each owner shall keep each lot and all improvements in good order and repair. All receptacles for the disposal of such materials shall be kept in a clean, sanitary condition and such materials shall be removed from the property frequently. Burning of ANY materials shall not be permitted.

3. Motor vehicle repair shall not be permitted in any street or motor vehicle parking areas, nor shall any streets or motor vehicle parking areas or any part of any lot be used for
•the storage of any type or description including motor vehicles.

4. No vehicles used for commercial enterprise, including but not limited to buses, tractors, trucks, shall be stored or parked on or in any lot, or on any street within the subdivision. Motor vehicles shall not be parked on the streets of the subdivision for a period more than twenty-four (24) hours.

5. No fences shall be erected upon the premises of any lot until such time that Rondel Development corporation at William Penn Plaza, Inc., has conveyed the last of the one hundred four (104) townhouses. After that time, any fence erected shall be decorative in nature and shall not be chain link fences.

6. No above ground swimming pools shall be placed on any lot.

7. If TV cable is available, no television antenna shall be allowed. No other antenna including, but not limited to citizen 's band hand radio antenna, satellite dishes or other reception devises shall be erected or maintained upon the exterior part of any dwelling or upon the lot.

8. No animals, livestock, swine or poultry of any kind shall be raised, bred, maintained or kept on any lot or within any dwelling upon any lot; except that dogs, cats or other household pets may be kept, if they are not raised, bred, maintained or kept for any commercial purposes and are solely contained on the owner's property.

9. Pet houses are not permitted outside of the residence.

10. No obnoxious or offensive, noisy or illegal trade, business, profession, hauling, transaction or activity shall be carried upon any lot or dwelling erected thereon, nor shall anything be done thereon which may be or may become an annoyance or nuisance to a residential neighborhood.

11. All utilities service including but not limited to electric, telephone, cable television shall be supplied from an underground distribution system.

12. Exterior clothesline of any type shall not be permitted.

13. All easements, restrictions, setbacks, street dedication set forth on the plan of "William Penn Plaza" referred to hereinabove shall be incorporated by reference thereto. Further, under and subject also to the terms and conditions of prior deeds, agreements with cable service or public utility companies with respect to the installation of electric, telephone, cable television, water, sewer, fire hydrants and pipes or other public or private utilities over, across and through the premises as may be at any time be necessary, convenient or required, in order to provide service at such utilities to owners of the lots in the subdivision.

14. With regards to any lots abutting the storm water detention and drainage areas, said areas shall not be altered, or interfered with.

15. No signs of any type shall be permitted without written approval of the Declarant, except a real estate **FOR SALE** sign.

16. Lawns are to be mowed regularly and shall not be allowed to exceed township ordinance in height. All landscaping is to be maintained in a healthy, trimmed appearance.

17. To preserve the aesthetic character of the development, exterior colors shall not be changed under any circumstances.

18. Enforcement shall be by proceedings at law or in equity against any person or persons, violating or attempting to violate any covenant either to restrain violations or to recover damages.

19. Invalidation of any one of these covenants by judgment or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

20. Each lot owner in the William Penn Plaza Townhouses shall be a member of the William Penn Plaza Townhouse Community Association and shall pay annual assessments on promulgated from time to time.

21. Any exception to the above covenants and restrictions shall be only upon written approval of the Declarant.

