

Legal Description  
Phase William Penn Plaza Townhouses  
**Bethlehem Township Northampton County, PA**  
ATTACHMENT ONE

DECLARATION OF WILLIAM PENN PLAZA TOWNHOUSES



I hereby CERTIFY that this document has been filed in the Recorder's Office of Northampton County, Pennsylvania.

*Ann L. Gelatz*

DECLARATION  
WILLIAM PENN PLAZA TOWNHOUSES, A PLANNED COMMUNITY

ARTICLE I

Submission: Defined Terms

Section 1.1. Declarant; Property; County; Name. SANTO CALANTONI, VICTORIA L. CALANTONI AND PLACIDO G. CALANTONI (the "Declarant") owner in fee simple of the Real Estate described in Exhibit "A" attached hereto, located in the Township of Bethlehem, Northampton County, Pennsylvania, hereby submits the Real Estate, including all easements, rights and appurtenances thereunto belonging and the Buildings and improvements erected or to be erected thereon (collectively, the "Property") to the provisions of the Pennsylvania Uniform Planned Community Act; 68 PA. C.S. Sec. 5101 et seq. (the "Act") and hereby creates with respect to the Property a Planned Community, to be known as "WILLIAM PENN PLAZA TOWNHOUSES, A PLANNED COMMUNITY" (the "Planned Community").

Section 1.2. Easements and Licenses. The recorded easements and/or licenses affecting the Property are attached hereto and made a part hereof and marked Exhibit "B. "

Section. 1.3. Defined Terms.

1.3.1. Capitalized terms not otherwise defined herein or in the Plats and Plans shall have the meanings specified or used in the Act.

1.3.2. The following terms are used or defined in general terms in the Act and shall have specified meanings herein as follows:

- a. "Additional Real Estate" means the Real Estate described in Exhibit "C" attached hereto, so long as the Declarant's rights to add such Real Estate to the Planned Community continue to exist.
- b. "Association" means the Unit Owners' Association of the Planned Community and shall be known as the "William Penn Plaza Townhouses Community Association."
- c. "Building(s)" means the single-family residences to be constructed on the Units included in the Planned Community.
- d. "Common Elements" mean Common Facilities Controlled Facilities.
- e. "Common Facilities" means any real estate within the Planned Community which is owned by the Association or leased to the Association. The term does not include a Unit.
- f. "Controlled Facilities" means any real estate within the Planned Community, whether a part of a Unit, that is not a Common Facility but is maintained, improved, repaired, regulated, managed, insured or controlled by the Association.
- g. "Declarant" means the Declarant described in Section 1.1 above and all successors to any Special Declarant Rights.
- h. "Declaration" means this document, as the same may be amended from time to time.
- i. "Executive Board" means the Executive Board of the Association,

- j. "Limited Common Element" means a Limited Common Facility or a Limited Controlled Facility.
- k. "Limited Common Expenses" means all expenses identified as such under Section 5314(c) of the Act as modified by Section 2.3 of this Declaration.
- l. "Limited Common Facility" means a portion of the Common Facilities allocated by or pursuant to this Declaration or by the operation of Section 5202(2) or (3) of the Act for the exclusive use of one or more but fewer than all the Units.
- m. "Limited Controlled Facility" means a portion of the Controlled Facilities, other than Controlled Facilities which are themselves part of a Unit, allocated by or pursuant to this Declaration or by operation of Section 5202(2) or (3) of the Act for the exclusive use of one or more but fewer than all the Units.
- n. "Permitted Mortgage" means a first mortgage to (i) the Declarant; (ii) the seller of a Unit; (iii) a bank, trust company, savings bank, savings and loan association, mortgage service company, insurance company, credit union, pension fund, real estate investment trust or like institutional investor or lender; and (iv) any other mortgagee approved by the Executive Board. A holder of a Permitted Mortgage is referred to herein as a "Permitted Mortgagee."
- o. "Planned Community" means the Planned Community described in Section 1.1 above.
- p. "Plats and Plans" means the Plats and Plans recorded in the Recorder of Deeds of Northampton County, Pennsylvania in Map Book 1996-5, at Page 126.
- q. "Property" means the Property described in Section 1. 1 above and includes a maximum of one hundred four (104) Units which may be created on the Property and Additional Real Estate.
- r. "Unit" means a Unit as described herein and, in the Plats, and Plans and is a physical portion of the Planned Community designated for separate ownership and occupancy and a portion of which may be designated as part of the Controlled Facilities.

1.3.3. The following terms when used herein shall have the meanings set forth below:

- a. "General Common Expenses" means Common Expenses excluding Limited Common Expenses.

## ARTICLE II

### Allocation of Percentage Interests. Votes and Common Expense Liabilities: Unit Identification and Boundaries: Maintenance Responsibilities

Section 2.1. Percentage Interests. Attached as Exhibit "E" hereto is a list of all Units by their Identifying Numbers and the Percentage Interest appurtenant to each Unit, determined on an equal basis, by dividing the number one (1) by the total number of Units. The Percentage Interest shall determine the portion of the votes in the Association and the share of Common Expense Liability appurtenant to each Unit.

Section 2.2. Unit Boundaries.

(a) Each Unit consists of the space, real estate and improvements within the boundaries as more particularly set forth in the Plats and Plans, attached hereto and made a part hereof. Generally, the Unit Boundaries are the individual - lot boundary lines established for each Unit and shown on the Plans.

(b) Each Unit shall include the items within the boundaries as described in Paragraphs (1) and (3) of Section 5202 of the Act and shall have the benefit of the use of the Act, or designated on the Plans, as being allocated to such Unit.

Section 2.3. Maintenance Responsibilities: Notwithstanding the ownership of the various portions of the Common Elements and the Units by virtue of the foregoing boundary descriptions, the Units and Common Elements shall be maintained and repaired by each Unit Owner and by the Association in accordance with the provisions of Section 5307 of the Act, except as expressly set forth to the contrary herein. All Common Expenses associated with the maintenance, repair and replacement of a Limited Common Element shall be assessed as Limited Expenses against the Units to which such Limited Common Element was assigned at the time the expense was incurred in the same proportions as the respective Percentage Interests of all such.

## ARTICLE III

### Description, Allocation and Restriction of Common Elements and Limited Common Elements

Section 3.1. Common Elements. The Common Elements included within the Planned Community are the two (2) open space areas or Lots and the detention basin. These Common Elements will be owned and maintained by the Association but will be available for use by the Unit Owners.

Section 3.2. Limited Common Elements. The Planned Community does not presently contain any Limited Common Elements.

## ARTICLE IV

### Easements

Section 4.1. Additional Easements. In addition to and in supplementation of the easements provided for by Section 5216, 5217, 5218 of the Act, the following easements are hereby created:

4.1.1. Declarant's Use for Sales purposes. Declarant shall have the right to maintain sales offices, management offices and models throughout the Property. Declarant reserves the right to place models, management offices and sales offices on any portion of the Common Elements in such manner, of such size and in such locations as Declarant deems appropriate. Declarant may from time to time relocate models, management offices and sales offices to different locations within the Common Elements. Upon the relocation of a model, management office or sales office constituting a Common Element, Declarant may remove all personal property and fixtures therefrom. Any fixtures not so removed shall be deemed Common Elements, and any personal property not so removed shall be deemed the property of the Association.

4.1.2. Utility Easements. The Units and Common Elements shall be, and are hereby, made subject to easements in favor of the Declarant, appropriate utility and service companies and governmental agencies or authorities for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Property. The easements created in this Section 4.1.2. shall include, without limitation, rights of Declarant, or the providing utility or service company, or governmental agency or authority to install, lay, maintain, repair, relocate and replace gas lines, pipes and conduits, water mains and pipes, sewer and drain lines, telephone wires and equipment, television equipment and facilities (cable or otherwise), electric wires, conduits and equipment and ducts and vents over, under, through, along and on the Units and Common Elements. Notwithstanding the foregoing provisions of this Section 4.1.2., unless approved in writing by the Unit Owner or Unit Owners affected thereby, any such easement through a Unit shall be located either in substantially the same location as such facilities or similar facilities existed at the time of first conveyance of the Unit by the Declarant, or so as not to materially interfere with the use or occupancy of the Unit by its occupants.

4.1.3. Declarant's Easement to Correct Drainage. Declarant reserves an easement on, over and under those portions of the Common Elements not located within a Building for the purpose of maintaining and correcting drainage of surface water to maintain reasonable standards of health, safety and appearance. The easement created by this Section 4.1.3. expressly includes the right to cut any trees, bushes, or shrubbery, to grade the soil, or to take any other action reasonably necessary to achieve this purpose, following which the Declarant shall restore the affected property as closely to its original condition as practicable.

4.1.4. Declarant's Easement for Development of Additional Real Estate.

4.1.4.1. Declarant reserves an easement on, over and under those portions of the Common Elements for all purposes relating to the construction, development, leasing, and sale of improvements on the Additional Real Estate. This easement shall include, without limitation, the right of vehicular and pedestrian ingress and egress, the right to park motor vehicles and to engage in construction and marketing activities of any nature whatsoever, including the movement and storage of building materials and equipment, the conduct of sales, leasing and management activities, the maintenance of models and offices and the erection and maintenance of directional and promotional signs.

4.1.4.2. Declarant's right to maintain models and offices on the Common Elements under this Section 4.1.4. is subject to the limitation that Declarant may not maintain on the Common Elements more than two (2) models or offices pertaining to Declarant's activities on the Additional Real Estate. Any such model or office may not be larger than the largest Building located on any Unit. Such models or offices maintained by Declarant pursuant to this Section 4.1.4. may be located on any portion of the Property and may be relocated and removed by the Declarant at Declarant's sole discretion.

4. 1.4.3. The easement created by this Section 4.1.4. shall terminate upon the annexation of all of the Additional Real Estate to the Planned Community. Declarant, upon the annexation of all the Additional Real Estate to the Planned Community, shall have the easements and rights for construction and marketing activities with respect to the Planned Community as are otherwise provided in the Act and this Declaration.

## ARTICLE V

### Amendment of Declaration

Section 5.1. Amendment Generally. This Declaration may be amended only in accordance with the procedures specified in Section 5219 of the Act, the other Sections of the Act referred to in Section 5219 thereof and the express provisions of this Declaration.

Section 5.2. Rights of Secured Lenders. Subject to the limitations imposed by Section 5221 of the Act and except as set forth below, no amendment of this Declaration may be made without the prior written approval of all record holders of first mortgages on Units if and to the extent that such approval is required by the Act or if and to the extent that such amendment would have the effect of (i) terminating or abandoning the Planned Community (except for termination or abandonment as a result of a taking of all the Units by eminent domain); (ii) abandoning, encumbering, selling or transferring the Common Elements; (iii) partitioning or subdividing any Unit or the Common Elements; or (iv) changing the Percentage Interests of any Unit Owners. The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements shall not be deemed to be a transfer within the meaning of this Section.

## ARTICLE VI

### Option to Expand the Planned Community

Section 6.1. Reservation. Declarant hereby explicitly reserves an option until the seventh (7th) anniversary of the recording of this Declaration, to add Additional Real Estate to the Planned Community from time to time in compliance with Section 5211 of the Act, without the consent of any Unit Owner or holder of a mortgage on a Unit. This option to expand may be terminated prior to such anniversary only upon the filing by Declarant of an amendment to this Declaration. Declarant expressly reserves the right to add any or all portions of the Additional Real Estate at any time, at different times, in any order, without limitation and without any requirement that any other real estate be added, converted or withdrawn; provided, however, that the Additional Real Estate shall not exceed the area described as such on Exhibit "C" hereto. There are no other limitations on this option to add Additional Real Estate to the Planned Community.

Section 6.2. Assurances. Declarant makes no assurances as to location of Buildings or other improvements on the Additional Real Estate. At such times as the Planned Community is expanded, the maximum number of Units per acre on the Additional Real Estate as an aggregate will be no more than 6.88 Units per acre. The maximum percentage of the aggregate land area of all Units that may be created on the Additional Real Estate and that may be occupied by Units not restricted exclusively to residential use, if such Additional Real Estate is added to the Planned Community, is zero percent (0%) Declarant expressly reserves the right to designate Common Elements in the Additional Real Estate which may be assigned subsequently as Limited Common Elements. Declarant makes no assurances as to type, size, maximum number of such Common Elements to Units. The reallocation of Percentage Interests in the Additional Real Estate and the Property shall be computed as provided in Section 2.1 herein by allocating factors. All restrictions in this Declaration affecting use, occupancy and alienation of Units shall apply to Units created in the Additional Real Estate. If Declarant shall not add, or adds and then subsequently withdraws, any portion of the Additional Real Estate, Declarant shall nevertheless have the right to construct all or any portion of any building on the Real Estate described in Exhibit "C" and operate the same without restriction, except as set forth above.

Section 7.1. Use and Occupancy of Units and Common Elements: The occupancy and use of the Units and Common Elements shall be subject to the following restrictions:

- a. Each Unit is intended to be and shall only be used as a building lot for the construction of a single-family residence.
- b. Automobiles may be parked only in the areas provided for that purpose. No parking area or common elements shall be used for the parking, storage or repair of:
  - (1) Boats and/or trailers.
  - (2) House Trailers or campers.
  - (3) Trucks or commercial vehicles.
- c. No Unit may be used for the conduct of any commercial enterprise. No resident shall post any advertisement or posters of any kind on the Unit, except as authorized by the Executive Board. This restriction shall not apply to the Declarant's office, samples and/or sales and display areas during the selling period.
- d. No Common Elements or Limited Common Elements, other than those described as such and appurtenant to each unit, may be used for any type of storage of any Unit Owner's property.
- e. No alterations to the exterior of the Units or Common Elements or Limited Common Elements may be made without written approval of the Executive Board.
- f. Garbage and trash must be placed in trash containers in the Unit's designated location. Collection will be provided by the Association or by municipal government.
- g. Dogs and similar type pets limited to the small domestic variety are the only types permitted.

h. No Unit Owner or occupant may make or permit any disturbing noises, nor do or permit anything to be done by such persons who will interfere with the rights, comforts or convenience of other Unit Owners or occupants.

i. No Unit Owner or occupant may play or allow to be played any musical instrument, photograph radio or television set in his unit between the hours of 11:00 p.m. and 8:00 a.m. if the same shall disturb or annoy other unit owners or occupants of the Planned Community.

j. No Unit Owner or occupant shall build, plant or maintain any matter or thing upon, in, over or under the Common Elements, including the Limited Common Elements, without prior written consent of the Executive Board.

k. No noxious or offensive activity shall be carried on, in or upon the Common Elements or in any such unit, nor shall anything be done therein either willfully or negligently which may be or become an annoyance or nuisance to the other residents in the Planned Community.

l. No improper, offensive or unlawful use shall be made of any Unit; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.

m. No residential dwelling constructed on a Unit shall be occupied by any tenants whose names have not previously been provided to the Executive Board.

n. All real property taxes, special or added assessments and other charges imposed by any taxing authority are to be separately assessed against and collected on each Unit the ascribed percentage of Common Elements and any Limited Common Elements as a single parcel, as provided in the Planned Community Act, so that the Association shall not have to pay any real estate taxes.

o. Each Unit Owner shall pay for his own telephone, heat, electric, cable television, water and sewer and other utilities, if any, which are separately metered or billed to each user by the respective utility or private company. Utilities which are not separately billed or metered shall be treated as part of the Common Expenses,

p. No Unit Owner may advertise his Unit for sale in a newspaper, magazine, radio or television or any other media using the name William Penn Plaza

Townhouses to aid in the Unit Owner's sale effort without indicating that such sale is not part of:

the Declarant's sales program, so long as the Declarant owns one (1) Unit or more in the ordinary course of business.

q. Reasonable Rules and Regulations, not in conflict with the provisions of this Declaration, concerning the use and enjoyment of the Property, may be promulgated from time to time by the Executive Board, subject to the right of the Association to change such Rules and Regulations. Copies of the then current Rules and Regulations and any amendments thereto shall be furnished to all Unit Owners by the Executive Board promptly after the adoption of such Rules and Regulations or any amendments thereto.



## ARTICLE VIII

### Mortgages

Section 8.1. Permitted Mortgages. A Unit Owner other than the Declarant or the Executive Board may not voluntarily encumber or subject his or its Unit to any lien, other than the lien of a Permitted Mortgage. Whether or not they expressly so state, all such Permitted Mortgages and the obligations secured thereby shall be deemed to provide, generally, that the Permitted Mortgage, and the rights and obligations of the parties thereto, shall be subject to the terms and condition of the Act and this Declaration and shall be deemed to provide specifically, but without limitation, that the Permitted Mortgagee shall have no right (a) to participate in the adjustment of losses with insurers or in the decision as to whether or not how to repair or restore damage to or destruction of the Property, or (b) to accelerate the mortgage debt or to have any other remedies by virtue of waste or alleged waste or other conditions occurring anywhere on the Property other than within the affected Unit, and the obligation secured shall be prepayable, without penalty, upon the happening of any termination of the Planned Community or determination not to restore or replace residential dwelling located on the affected Unit. No Unit Owner shall deliver any Permitted Mortgage, or any obligation to be secured thereby, unless it has first notified the Executive Board of the name and address of the proposed Permitted Mortgagee and of the amount of the debt proposed to be so secured. When such a Permitted Mortgage is delivered to the Permitted Mortgagee, the Unit Owner shall simultaneously provide executed or conformed copies to the Executive Board. Upon receipt of such copy of a Permitted Mortgage, the Secretary of the Executive Board shall instruct the insurer of the Property to add the name of the Permitted Mortgagee to the mortgagee loss payable provision of the hazard insurance policy covering the Property and to provide such Permitted Mortgagee with a Certificate of Insurance showing that the Permitted Mortgagee's name has been so added. The lien of any purported mortgage which does not comply with all the requirements of this Article VIII shall not attach to or affect the Property or any part thereof or interest therein and shall be of no force and effect as and to the extent that it purports to relate thereto. The Secretary shall maintain a register of such Permitted Mortgages, showing the names and addresses of the Permitted Mortgagees and the amount secured thereby.

## ARTICLE IX

### Leasing

Section 9.1. A Unit Owner may lease or sublease his Unit (but not less than his entire Unit) at any time and from time to time provided that (except for a lease or sublease made by (i) a Declarant or (ii) a Permitted Mortgagee which is either in possession or is a purchaser at judicial sale): (1) No residential dwelling located on a Unit may be eased or subleased for transient or hotel purposes or for an initial term of less than ninety (90) days; (2) no residential dwelling located on a Unit may be leased or subleased without a written lease or sublease; (3) a copy of such lease or sublease shall be furnished to the Executive Board within ten (10) days after execution thereof; and (4) the rights of any lessee or sublessee of a Building located on a Unit shall be subject to, and each such lessee or sublessee shall be bound by the covenants, conditions and restrictions set forth in the Declaration, Bylaws and Rules and Regulations and a default thereunder shall constitute a default under the lease or sublease; provided, however, that the foregoing shall not impose any direct liability on any lessee or sublessee of a Unit to pay any Common Expense assessments on behalf of the Owner of that Unit. SEE AMENDMENT\*\*\*

## ARTICLE X.

### Annual Financial Statements: Budgets; Common Expenses; Assessments and Enforcement

Section 10.1. Annual Financial Statements: Within one hundred (180) days after the close of the Association's fiscal year, the Association shall prepare annual financial statements consisting of at least a balance sheet and a statement of revenues and expenses for the Association which shall be available to any Unit Owner making a written request for same.

Section 10.2 Monthly Payments: All Common Expense assessments made in order to meet the requirements of the Association's annual budget shall be deemed to be adopted and assessed on a monthly basis (rather than on an annual basis payable in monthly installments) and shall be due and payable in advance on the first day of each month. Special assessments shall be due and payable in one or more monthly payments, in advance, on the first day of each month, as determined by the Executive Board.

Section 10.3 Subordination of Certain Charges: Any fees, charges, late charges, fines and interest which may be levied by the Executive Board pursuant to Sec. 5302(a)(10), (11) and (12) of the Act, shall be subordinate to the lien of a Permitted Mortgage on a Unit.

Section 10.4 Surplus: The budget of the Association shall segregate Limited Common Expenses from General Common Expenses. Any amounts accumulated from assessments for Limited Common Expenses and income from the operation of Limited Common Elements to which such Limited Common Expenses pertain in excess of the amount required for actual Limited Common Expenses and reserves for future Limited Common Expenses shall be credited to each Unit Owner paying a share of such Limited Common Expenses in proportion to the share of such Limited Common Expenses paid by each such Unit Owner, said credits to be applied to the next monthly assessments of Limited Common Expenses due from said Unit Owners under the current fiscal year's budget, and thereafter, until exhausted. Any amounts accumulated from assessments for General Common Expenses and income from the operation of the Common Elements to which such General Common Expenses pertain in excess of the amount required for actual General Common Expenses and reserves for future General Common Expenses shall be credited to each Unit Owner in accordance with Percentage Interests, said credits to be applied to the next monthly assessments of General Common Expenses due from Unit Owners under the current fiscal year's budget, and thereafter, until exhausted.

ARTICLE XI  
Rights of Permitted Mortgagees

Section 11.1. Reports and Notices. Upon the specific written request of a holder of a mortgage on a Unit or its servicer to the Executive Board, the mortgagee shall be entitled to receive some or all the following as designated in the request:

- a. Copies of budgets, notices of assessment, or any other notices or statements provided under this Declaration by the Executive Board to the Owner of the Unit covered by the mortgage.
- b. Any audited or unaudited financial statements of the Association which are prepared for the Association and distributed to the Unit Owners.
- c. Copies of notices of meetings of the Unit Owners and the right to designate a representative to attend such meetings.
- d. Notice of the decision of the Unit Owners to make any material amendment to this Declaration.
- e. Notice of substantial damage to or destruction of any Building located on a Unit (the repair of which would cost in excess of Five Thousand (\$5,000.00) Dollars), or any part of the Common Elements, (the repair of which would cost in excess of Ten Thousand (\$10,000.00) Dollars);
- f. Notice of the commencement of any condemnation or eminent domain with respect to any part of the Property.
- g. Notice of any default by the owner of the Unit, which is subject to the mortgage, where such default is not cured by the Unit Owner within thirty (30) days after the giving of notice by the Association to the Unit Owner of the existence of the default.
- h. The right to examine the books and records of the Executive Board at any reasonable time; or
- i. Notice of any decision by the Executive Board to terminate professional management and assume self-management of the Property.

The request of a mortgagee or its servicer shall specify which of the above items it desires to receive and shall indicate the address to which any notices or documents shall be sent by the Executive Board. The Executive Board need not inquire into the validity of any request made by a mortgagee hereunder.

Failure to comply with the requirements set forth above shall in no way invalidate otherwise proper actions of the Association and the Executive Board.

## ARTICLE XII

### Special Declarant's Rights

Section 12.1. Declarant reserves the following rights with respect to the Planned Community until sixty (60) days after the conveyance of seventy-five (75 %) percent of the Units which may be created to Unit Owners other than the Declarant:

- (a) Complete improvements indicated on Plats and Plans filed with the Declaration under Section 5209 of the Act;
- (b) Convert convertible real estate in Planned Community under Section 5211 of the Act;
- (c) Add Additional Real Estate to a Planned Community under Section 5211 of the Act;
- (d) Withdraw Withdrawal Real Estate from a Planned Community under Section 5212 of the Act;
- (e) Maintain offices, signs and models under Section 5217 of the Act;
- (f) Use easements through the Common Facilities or Controlled Facilities for the purpose of making improvement within the Planned Community or within any convertible or additional real estate under Section 5218 of the Act;
- (g) Appoint or remove an officer of the Association or an Executive Board member during any period of Declarant control Section 5303 of the Act.

## ARTICLE XIII

### Limitation of Liability

Section 13.1. Limited Liability of the Executive Board. The Executive Board, and its members in their capacity as members, officers and employees:

a. Shall not be liable for the failure of any service to be obtained by the Executive Board and paid for by the Association, or for injury or damage to Persons or property caused by the elements or by another Unit Owner or Person on the Property, or resulting from electricity, gas, water, rain, dust or sand which may leak or flow from the outside or from any part any Building,' or from any of its pipes, drains, conduits, appliances, or equipment, or from any other place unless in each such instance such injury or damage has been caused by the willful misconduct or gross negligence of the Association or the Executive Board;

b. Shall not be liable to the Unit Owners because of the performance of the Executive Board members' duties for any mistake of judgment, negligence or otherwise, except for the Executive Board members' own willful misconduct or gross negligence;

c. Shall have no personal liability in contract to a Unit Owner or any other person or entity under any agreement, check, contract, deed, lease, mortgage, instrument or transaction entered into by them on behalf of the Executive Board or the Association in the performance of the Executive Board members' duties.

d. Shall not be liable to a Unit Owner, or such Unit Owner's tenants, employees, agents, customers or guests, for loss or damage caused by theft of or damage to personal property left by such Unit Owner or his tenants, employees, agents, customers or guests, for loss or damage caused by theft of or damage to personal property left by such Unit Owner or his tenants, employees, agents, customers or guests in a Unit, or in or on the Common Elements or Limited Common Elements, except for the Executive Board members' own willful misconduct or gross negligence.

e. Shall have no personal liability in tort to a Unit Owner or any other person or entity, direct or imputed, by virtue of acts performed by or for them, except for the Executive Board members' own willful misconduct or gross negligence in the performance of their duties; and

f. Shall have no personal liability arising out of the use, misuse or condition of any Building, or which might in any other way be assessed against or imputed to the Executive Board members as a result of or by virtue of their performance of their duties, except for the Executive Board members' own willful misconduct or gross negligence.

Section 13.2. Indemnification. Each member of the Executive Board, in his capacity as an Executive Board member, officer or both, shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him in connection with any proceeding in which he may become involved by reason of his being or having been a member and/or officer of the Executive Board, or any settlement of any such proceeding, whether or not he is an Executive Board member, officer or both at the time such expenses are incurred, except in, such cases wherein such Executive Board member and/or officer is adjudged guilty of willful misconduct or gross negligence in the performance of his duties; provided that, in the event of a settlement, this indemnification shall apply only if and when the Executive Board (with the affected member abstaining if he is then an Executive Board member) approves such settlement and reimbursement as being in the best interests of the Association; and provided further that, indemnification hereunder with respect to any criminal action or proceeding is permitted only if such Executive Board member and/or officer had no reasonable cause to believe his conduct was unlawful. The indemnification by the Unit Owners set forth in this Section 12.2. shall be paid by the Association on behalf of the Unit Owners and shall constitute a Common Expense and shall be assessed and collectible as such. Such right of indemnification shall not be deemed exclusive of any other rights to which such Executive Board member and/or officer may be entitled as a matter of law or agreement or by vote of the Unit Owners or otherwise.

Section 13.3. Defense of Claims. Complaints brought against the Association, the Executive Board of the officers, employees or agents thereof in their respective capacities as such, or the Planned Community as a whole, shall be directed to the Executive Board of the Association, which shall promptly give written notice thereof to the Unit Owners and the holders of any mortgages on Units and such complaints shall be defended by the Association. The Unit Owners and the holders of mortgages on Units shall have no right to participate in such defense other than through the Association.

Section 13.4. The Executive Board shall obtain insurance to satisfy the indemnification obligation of the Association and all Unit Owners set forth in Section 13.2 above, if and to the extent available.

IN WITNESS WHEREOF, the said Declarant, has caused its name to be signed to these presents on this 11<sup>th</sup> day of August 1997.

WITNESS:

Sandra L. Lombardo

Sandra L. Lombardo

Sandra L. Lombardo

Santo Calantoni (seal)  
SANTO CALANTONI

Victoria L. Calantoni (seal)  
VICTORIA L. CALANTONI

Placido G. Calantoni (seal)  
PLACIDO G. CALANTONI

COMMONWEALTH OF PENNSYLVANIA )

) ss.

COUNTY OF NORTHAMPTON )

On this the 11<sup>th</sup> day of August 1997 before me a notary public, the undersigned officer, personally appeared SANTO CALANTONI and VICTORIA L. CALANTONI, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and that they executed the foregoing Declaration for the purposes therein contained.

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

Sandra L. Lombardo  
NOTARY PUBLIC

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA )

) ss.

COUNTY OF NORTHAMPTON )

NOTARIAL SEAL  
SANDRA L. LOMBARDO, Notary Public  
Palmer Twp., Northampton County  
My Commission Expires July 12, 2001

On this the 11<sup>th</sup> day of August 1997 before me a notary public, the undersigned officer, personally appeared PLACIDO G. CALANTONI, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and that he executed the foregoing Declaration for the purposes therein contained.

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



Sandra L. Lombardo  
NOTARY PUBLIC

NOTARIAL SEAL  
SANDRA L. LOMBARDO, Notary Public  
Palmer Twp., Northampton County  
My Commission Expires July 12, 2001

EXHIBITS

- |           |                           |
|-----------|---------------------------|
| Exhibit A | Legal Description         |
| Exhibit B | Easements and/or Licenses |
| Exhibit C | Additional Real Estate    |
| Exhibit D | Plats and Plans           |
| Exhibit E | Percentage Interests      |

SUBDIVISION NAME: WILLIAM PENN PLAZA PHASE 1

DATE: 05/27/97

LOT	MAP	BLOCK	LOT	*	LOT	MAP	BLOCK	LOT
1	M7NE3	3	33	*	41	M7NE3	5	8
2	M7NE3	3	32	*	42	M7NE3	5	7
3	M7NE3	3	31	*	43	M7NE3	5	6
4	M7NE3	3	30	*	44	M7NE3	5	5
5	M7NE3	3	29	*	45	M7NE3	5	4
6	M7NE3	3	28	*	46	M7NE3	5	3
7	M7NE3	3	27	*	47	M7NE3	5	2
8	M7NE3	3	26	*	48	M7NE3	5	1
9	M7NE3	3	24	*	49	M7NE3	5	25
10	M7NE3	3	23	*	50	M7NE3	5	24
11	M7NE3	3	22	*	51	M7NE3	5	23
12	M7NE3	3	21	*	52	M7NE3	5	22
13	M7NE3	3	20	*	53	M7NE3	5	21
14	M7NE3	3	19	*	54	M7NE3	5	20
15	M7NE3	3	18	*	55	M7NE3	5	19
16	M7NE3	3	17	*	56	M7NE3	5	18
17	M7NE3	3	16	*	57	M7NE3	4	8
18	M7NE3	3	15	*	58	M7NE3	4	7
19	M7NE3	3	14	*	59	M7NE3	4	6
20	M7NE3	3	13	*	60	M7NE3	4	5
33	M7NE3	5	16	*	61	M7NE3	4	4
34	M7NE3	5	15	*	62	M7NE3	4	3
35	M7NE3	5	14	*	63	M7NE3	4	2
36	M7NE3	5	13	*	64	M7NE3	4	1
37	M7NE3	5	12	*	105	M7SE2	7	7
38	M7NE3	5	11	*	106	M7NE3	6	1
39	M7NE3	5	10	*	107	M7NE3	3	25
40	M7NE3	5	9	*	108	M7NE3	5	17

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LEGAL DESCRIPTION



PHASE I (Townhouses)  
William Penn Plaza  
Bethlehem Township, Northampton County

PHASE I, consisting of three (3) separate areas, or parcels, located in the Township of Bethlehem, County of Northampton, and as depicted on a plan entitled 'William Penn Plaza -Final Subdivision / Land Development Plan, Phase I' as prepared by Showalter & Associates, Chalfont, Pennsylvania, for Santo Calantoni, dated November 5, 1996, last revised March 18, 1997, bounded and described as follows to wit:

The First Parcel, BEGINNING at a point, said point being a radius point on Rexford Drive at the northwest corner of the intersection with Reeves Drive North, said point being located on the northerly side of Rexford Drive and common with Lot 57; THENCE along the northerly right-of way line of Rexford Drive S88° 56'36"W, a distance of 117.25 feet to a point, said point being on the right-of-way line of Rexford Drive and common to Lot 57 and Lot 109; THENCE along the line common to Lot 109 and various lots of this first parcel, the following three (3) bearings and distances; (1) N01° 03'24"W, a distance of 49.50 feet to a point; (2) N06° 46'00"E, a distance of 78.43 feet to a point; (3) N24° 55'47.1"E, a distance of 59.44 feet to a point; THENCE continuing along and passing through a portion of Lot 109, N17° 56'42"E, a distance of 132.79 feet to a point, said point being located on line with Lot 68; THENCE along Lot 109 and other lots of the William Penn Plaza Subdivision, S82° 49'08"E, a distance of 122.15 feet to a point, said point being located on the westerly right-of-way line of Reeves Drive North and common with Lot 65; THENCE along the right-of-way of Reeves Drive North, S17° 56'42.1"W, a distance of 142.33 feet to a point, said point being a point of curve, located on the right-of-way of Reeves Drive North; THENCE continuing along the right-of-way of Reeves Drive North, on a curve to the left with a radius of 225.00 feet, a central angle of 9° 00'05", an arc length of 74.62 feet, a chord bearing of S88° 26'38.1"W a chord distance of 74.28 feet to a point; THENCE continuing along the right-of-way of Reeves Drive North, S01° 03'24"E, a distance of 55.86 feet, to a point, said point being a radius point on Reeves Drive North at the intersection with Rexford Drive; THENCE on a curve to the right with a radius of 25.00 feet, a central angle of 90°, an arc length of 39.27 feet, with a chord bearing of S43° 56'36"W, a chord distance of 35.36 feet to a point, said point being the PLACE OF BEGINNING.

SAID First Parcel containing 39,445.96 S.F. or 0.9056 acres of area as described above.

The Second Parcel, BEGINNING at a point, said point being a radius point on Rexford Drive at the northeast corner of the intersection of Reeves Drive North; THENCE along the northerly right-of-way on a curve to the right with a radius of 25 feet, a central angle of 89° 59'59", an arc length of 39.27 feet, with a chord bearing of N46° 03'23"W, a chord distance of 35.36 feet, to a point; THENCE along the easterly right-of-way of Reeves Drive North, N01° 03'24"W, a distance of 55.86 feet to a radius point, THENCE continuing along the right-of-way of Reeves Drive North on a curve to the right a radius of 175.00 feet, a central angle of 19° 00'05", an arc length of 58.04 feet, a chord bearing of N08° 26'38"E, a chord distance of 57.77 feet, to a point; THENCE continuing along the right-of-way of Reeves Drive North, N17° 56'42"E, a

distance of 54.98 feet, to a radius point at the intersection with Bedford Drive; THENCE on a curve to the right with a radius of 25 feet, a central angle of  $90^{\circ}$ , an arc length of 39.27 feet, with a chord bearing of  $N52^{\circ}10'52''E$ , a cord distance of 35.36 feet, to a point, said point being on the southerly right-of-way of Bedford Drive; THENCE continuing along the right-of-way of Bedford Drive,  $S82^{\circ}49'08''E$ , a distance of 203.20 feet to a radius point; THENCE on a curve to the right with a radius of 175 feet, a central angle of  $83^{\circ}27'55''$  an arc length of 254.93 feet, a chord bearing of  $S41^{\circ}05'09''E$ , a cord distance of 232.98 feet, to a point; THENCE continuing along the right-of-way of Bedford Drive,  $S00^{\circ}38'48''W$ , a distance of 174.80 feet to a radius point, said radius point being at the intersection with Rexford Drive; THENCE on a curve to the right with a radius of 25 feet, a central angle of  $89^{\circ}59'59''$ , an arc length of 39.27 feet, with a chord bearing of  $S45^{\circ}38'47''W$ , a cord distance of 35.36 feet, to a point, said point being located on the northerly right-of-way of Rexford Drive; THENCE along the right-of-way of Rexford Drive,  $N89^{\circ}21'12''W$ , a distance of 350.53 feet to a point; THENCE continuing along the right-of-way of Rexford Drive,  $N88^{\circ}56'36''W$ , a distance of 49.11 feet to a point, said point being the PLACE OF BEGINNING.

SAID Second Parcel containing 154,840.72 S.F. or 3.5547 acres of area as described above.

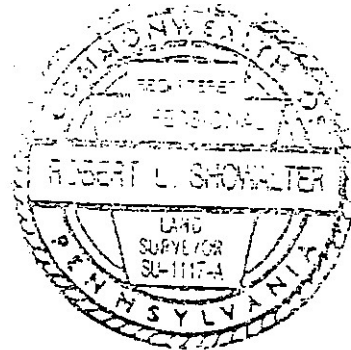
The Third Parcel, BEGINNING at a point, said point being a radius point on Rexford Drive at the northeast corner of the intersection with Bedford Drive; THENCE along the northerly right-of-way on a curve to the right with a radius of 25 feet, a central angle of  $90^{\circ}$ , an arc length of 39.27 feet, with a chord bearing of  $N44^{\circ}21'12''W$ , a cord distance of 35.36 feet, to a point; THENCE along the easterly right-of-way of Bedford Drive,  $N00^{\circ}38'48''E$ , a distance of 174.80 feet to a radius point; THENCE on a curve to the left with a radius of 225 feet, a central angle of  $83^{\circ}27'55''$ , an arc length of 327.77 feet, with a chord bearing of  $N41^{\circ}05'09''W$ , a cord distance of 299.55 feet, to a point, THENCE continuing along the northerly right-of-way of Bedford Drive,  $N82^{\circ}49'08''W$ , a distance of 354.05 feet to a point, said point being common corners to Lot 20 and Lot 21 THENCE along the line common to Lot 20 and Lot 21,  $N10^{\circ}52''E$ , a distance of 120.00 feet to a point common to Lot 20 and Lot 21 and on line with lands with formerly of Howard and Jeannette Seiple; THENCE along lands now or formerly of Howard and Jeannette Seiple, Penn Farms Development and various lots of William Penn Plaza Subdivision,  $S82^{\circ}49'08''E$ , a distance of 720.35 feet to a point, said point being common to Lot 107 of the William Penn Plaza Subdivision and the Penn Farms Development: THENCE along line common to Penn Farms Development and various lots of the William Penn Plaza,  $S06^{\circ}23'13''W$ , a distance of 480.79 feet to a point, said point being a radius point at the intersection of Kings Court and Rexford Drive; THENCE on a curve to the right with a radius of 25 feet, a central angle of  $84^{\circ}15'14''$ , an arc length of 36.77 feet, with a chord bearing of  $S48^{\circ}31'11''W$ , a cord distance of 33.54 feet, to a point, said point being located on the northerly right-of-way of Rexford Drive; THENCE along the northerly right-of-way of Rexford Drive,  $N89^{\circ}21'12''W$  a distance of 80.16 feet, to a point, said point being the PLACE OF BEGINNING.

SAID Third Parcel containing 152,229.21 S.F. or 3.4947 acres of area as described above.

The total area of all three parcels, as described above, which together represent Phase I, being 346,515.89 S.F. or 7.9550 acres.

Job # 6013

Date: June 3, 1997 (Revised June 4, 1997)



*Robert L. Showalter*

**EXHIBIT "B"**

**Easements and Licenses**

Bell Telephone Company of Pennsylvania easements: M134/505 (p.6) 3/10/61 4/5/61.

Bell Telephone Company of Pennsylvania easement: M136/397 (p. 7) 8/11/61 8/26/61.

Subject to Plan of William Penn Plaza - Final Subdivision/Land Development Plan, Phase I,  
Recorded at Map Book Volume 1997-5, Pages 126, 127.

Exhibit C  
Legal Description  
Phase II (Townhouses)  
William Penn Plaza  
Bethlehem Township, Northampton County, PA

PHASE II, consisting of three (3) separate areas, or parcels, located in the Township of Bethlehem, County of Northampton, and as depicted in a hatched pattern on a plan titled "William Penn Plaza - Final Subdivision / Land Development Plan, Phase I" as prepared by Showalter & Associates, Chalfont, Pennsylvania, for Santo Calantoni, dated November 5, 1996, last revised March 18, 1997, bounded and described as follows to with:

**The First Parcel, BEGINNING at a point, said point being located on the northerly side of Rexford Drive and common with Lot 57 and Lot 109 of the William Penn Subdivision.**

THENCE along the northerly right-of-way line of Rexford Drive, S88° 56'36"W, a distance of 141.98 feet to a radius point, said radius point being on the right-of-way line of Rexford Drive and common to Lot 85 and Lot 109; THENCE on a curve to the right with a radius of 170.00 feet, a central angle of 97°49'23", an arc length of 290.25 feet, with a chord bearing of N42° 08'41 "W, a cord distance of 256.26 feet to a point; THENCE continuing along the right-of way of Rexford Drive, N06° 46'00 'IE, a distance of 262.64 feet, to a point, said point being a radius point on Rexford Drive at the intersection with Bedford Drive; THENCE on a curve to the right with a radius of 25.00 feet, a central angle of 90° 24'52", an arc length of 39.45 feet, with a chord bearing of N51° 58'26"E, a cord distance of 35.48 feet to a point; THENCE along the southerly right-of-way of Bedford Street, S82° 49'08"E, a distance of 448.66 feet to a radius point, said radius point at the intersection with Reeves Drive North; THENCE on a curve to the right with a radius of 25.00 feet, a central angle of 90° 2, an arc length of 39.27 feet, with a chord bearing of S37°49'07"E, a cord distance of 35.36 feet to a point; THENCE along the westerly right-of-way of Reeves Drive North, S07° 10' 52" W, a distance of 54.98 feet to a radius point; THENCE on a curve to the right with a radius of 175.00 feet, a central angle of 10° 45' 149", an arc length of 32.88 feet, a chord bearing of S 12° 33'47" W, a cord distance of 32.83 feet to a point; THENCE continuing along the right-of-way of Reeves Drive North, S 12° 56'42" W, a distance of 7.46 feet to point, said point being common to Lot 65 and Lot 109; THENCE continuing along the line of Lot 109 and various other lots. N82° 49'08"W, a distance of 122.15 feet to point, said point being located online with Lot 68; THENCE passing through a portion of Lot 109 and then along line of Lot 109 and various other lots, the following four (4) bearings and distances. (1) S 17° 35'42" W, a distance of 132.79 feet to point; (2) S24° 55'47 "I W, a distance of 59.44 feet to point; (3) S06° 46'00"W, a distance of 78.43 feet to point; (4) S01° 03'24"E, a distance of 49.50 feet to point, said point being common to Lot 52, Lot 109 and on the northern right-of-way of Rexford Drive, said point being the PLACE OF BEGINNING.

**SAID First Parcel containing 166.71 1 88 S.F. or 3.8272 acres of area as described above.**

**The Second Parcel. BEGINNING at a point. said point being located the radius of a curve on Rexford Drive and common with Lot S9 and Lot 105. THENCE** along the line common to Lot 89 and Lot 105. S88<sup>2</sup> 56<sup>t</sup> 36<sup>t</sup> W, a distance of 2 1 0 24 feet to a point, said Point being common to Lot 89, Lot 105 and lands now or formerly of Richard and Dorothy B. Ruland; THENCE along lands now or formerly of Richard and Dorothy B. Ruland, others and various lots of the William Penn Plaza Subdivision, N06'46<sup>t</sup>00"E, a distance of 651 .43 feet to a point, said point being common to Lot 104 of the William Penn Plaza Subdivision, lands now or formerly of Richard and Dorothy B. Ruland and lands or. formerly of Howard and Jeanette Seiple; THENCE along Lot 104 and lands now or formerly of Howard and Jeanette Seiple, S82'49'08"E, a distance of 140.00 feet to a point, said point being common to Lot 104 and lands now or formerly of Howard and Jeanette Seiple and located on the westerly right-of-way of Rexford Drive; THENCE along the westerly right-of-way of Rexford Drive, S06<sup>0</sup> 4600"W, a distance of 458.26 feet to a radius point; THENCE continuing along the westerly right-of-way of Rexford Drive, on a curve to the left with a radius of 230.00 feet, a central angle of 45<sup>0</sup> 19' 1 8", an arc length of 181.93 feet, with a chord bearing of S 15<sup>0</sup> 53<sup>1</sup> 39"E, a cord distance of 177.23 feet to a point, said point being the PLACE OF BEGINNING.

**SAID Second Parcel containing 93,573.02 S.F. or 2.1418 acres of area as described above.**

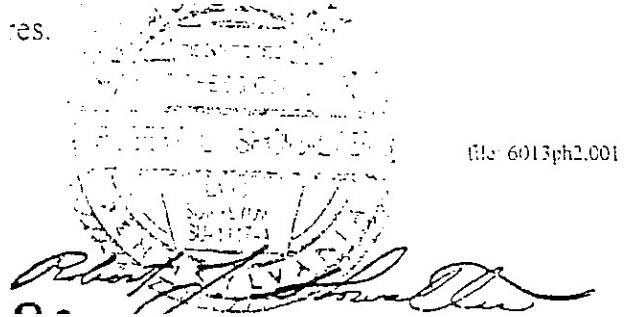
**The Third Parcel, BEGINNING at a point, said point being common to Lot 20 and Lot 21 of the William Penn Plaza Subdivision and being located on the northerly right-of-way line of Bedford Drive;** THENCE along the northerly right-of-way line of line of Bedford Drive, N82<sup>0</sup> 49'08"W, a distance of 398.54 feet to a radius point, said radius point being located at the intersection with Rexford Drive: THENCE on a curve to the right with a radius of 25 feet, a central angle of 89<sup>3</sup> 35<sup>1</sup> 07", an arc length of 39.09 feet, with a chord bearing of N38<sup>0</sup> 01'33"W, a cord distance of 35.23 feet. to a point located on the easterly right-of-way of Rexford Drive: THENCE along the easterly right-of-way of Rexford Drive, N06<sup>c</sup> 46'00<sup>t</sup> E, a distance of 95.18 feet to a point, said point being common to Lot 32 and lands now or formerly of Howard and Jeanette Seiple, THENCE along various lots of the William Penn Plaza Subdivision and lands now or formerly of Howard and Jeanette Seiple, S82<sup>0</sup> 49'08"E, a distance of 424.23 feet to a point, said point being common to Lot 20, Lot 21 and lands now or formerly of Howard and Jeanette Seiple; THENCE along the common line of Lot 20 and Lot 21, S07<sup>10</sup> 52"W, a distance of 120.00 feet to a point. said point the PLACE OF BEGINNING.

**SAID Third Parcel containing 50,72<sup>3</sup> 38 S.F. or 1.1644 acres of area as described above.**

The total area of all three parcels, as described above, which together, represent Phase II of the Townhouse being 1 .008 28 S.F. or 7. 1 -397 acres.

Date: June 4. 1 997

Showalter &  
Associates



**EXHIBIT D**

**ORIGINAL PLAT AND PLANS  
HAS BEEN RECORDED IN THE  
RECORDER OF DEEDS OF NORTHAMPTON  
COUNTY IN MAP BOOK 1996-5, at Page 126**

**EXHIBIT E**

**UNITS 1-52 SHOW A PERCENTAGE OWNERSHIP OF 1.923% EACH**







