

**DECLARATION OF PROTECTIVE COVENANTS,
AND EASEMENTS
THE VILLAGE AT SPRINGBROOK FARMS**

**Township of South Londonderry
County of Lebanon
Commonwealth of Pennsylvania**

**DECLARATION OF PROTECTIVE COVENANTS
AND EASEMENTS
THE VILLAGE AT SPRINGBROOK FARMS**

THIS DECLARATION is made this 25⁵th day of February 2004, by Springbrook Farms, Inc. ("Developer").

NOW, THEREFORE, intending to be legally bound, the Developer hereby declares and imposes the following conditions, restrictions, limitations, regulations and agreements upon the Property and any Structures located thereon:

**ARTICLE I
DEFINITIONS**

The following words and terms when used in these Covenants (unless the context shall clearly indicate otherwise) shall have the following meanings:

"Act" shall mean the Pennsylvania Uniform Condominium Act, 68 Pa.C.S.A. § 3101 et. seq., as amended.

"Association" shall mean The Carriage Homes in the Village at Springbrook Farms Community Association, Inc. a Pennsylvania Non-Profit Corporation, and The Townes in the Village at Springbrook Farms Community Association, Inc., a Pennsylvania Non-Profit Corporation, and the successors and assigns of each, generally and collectively.

"Common Elements" shall mean all those areas defined as Common Elements by the Declaration.

"Condominium" shall mean The Carriage Homes in the Village at Springbrook Farms, a Condominium, and The Townes in the Village at Springbrook Farms, a Condominium, generally and collectively.

"Covenants" shall mean this "Declaration of Protective Covenants and Easements The Village at Springbrook Farms, a Condominium" as amended.

"Declaration" shall mean the Declaration of The Carriage Homes in the Village at Springbrook Farms, a Condominium, and the Declaration of The Townes in the Village at

Springbrook Farms, a Condominium, which are intended to be recorded in the Recorder's Office concurrently with these Covenants, generally and collectively.

"Dwelling" shall mean a single family dwelling unit constructed or to be constructed on a Unit.

"Unit" or **"Units"** shall mean the residential building Units located in the Condominium, as defined by the Declaration.

"Unit Owner" shall mean the owner as shown by the real estate records of fee simple title to any Unit, but shall not mean or refer to any mortgagee, its successors or assigns, unless and until such mortgagee has acquired title pursuant to foreclosure or a proceeding or deed in lieu of foreclosure.

"Offensive" or **"Noxious"** shall mean any activity or behavior including but not be limited to a public nuisance or nuisance per se.

"Pertinent Laws" shall mean and refer to all statutes, ordinances, regulations, and other laws pertinent to the ownership, sale, use, development and construction of the Condominium or of any Unit, as codified or promulgated by the Commonwealth of Pennsylvania, the County of Lebanon, or the Township of South Londonderry, the Government of the United States of America, and governmental authorities having jurisdiction over the Condominium, together with any lawfully granted waivers of variances therefrom.

"Plan" shall mean the final subdivision and land development plan prepared by RGS, Inc. and recorded in the Recorder's Office in Plan Book 59, page 183, as amended.

"Property" shall mean all that tract of ground described on Exhibit "A" which is attached hereto and incorporated hereby by reference.

"Public Improvements" shall mean any and all improvements required as part of the final plan approval of Condominium, including but not limited to roads, curbs, sewer lines, water lines, Trail, but excluding other, non-public Common Elements.

"Recorder's Office" shall mean and refer to the Recorder of Deeds in and for the Lebanon County, Commonwealth of Pennsylvania, and the successors or assigns of that office.

"Shall" indicates a mandatory requirement, condition, or obligation; in contrast, the term **"may"** indicates a permissive action.

“Storm Water Management Facilities” shall mean all of the land areas within the Condominium and improvements thereto devoted to the purposes of detaining, retaining, or controlling the volume or rate or the direction of storm water, including but not limited to berms, cisterns, detention basins, diversion terraces, drainage easements, energy dissipaters, infiltration structures, retaining walls, retention basins, sedimentation basins, seepage pits, seepage drenches, storm sewers, and swales.

“Structure” shall mean any man-made object having an ascertainable stationary location on or in land or water, whether or not affixed to the land, any construction, object, projection or piece of work artificially built up or composed of parts joined together in some definite manner, which is erected or shaped on the Property, including but not limited to buildings, fences, tennis courts, swimming pools, pavilions, tents, gazebos, garages, storage buildings, signs, abutments, ornamental projections, exterior fixtures, shaped earth as a masonry Structure, lights, clotheslines, playgrounds, sandboxes or antennas.

“Township” shall mean the Township of South Londonderry, Lebanon County, Pennsylvania.

“Use of Land” or **“Use”** shall mean the purpose to which the Condominium or any Unit is dedicated.

ARTICLE II ARCHITECTURAL CONTROL DESIGN CRITERIA

1. **Type of Building.** No Structure shall be constructed, erected, maintained, used or altered to be used upon any portion of the Property or on any Unit for any purpose other than that of a Dwelling, garage and Uses accessory thereto.

2. **Plans and Specifications.** No Structure shall be erected, constructed or maintained on any Unit, nor shall any portion of the Condominium be graded nor shall any addition to, change, or alteration to any Structure on a Unit be permitted unless and until specifications and plans describing in sufficient detail the nature, kind, shape, height, materials, floor plans, exterior color, scheme, location, front and rear facings, any elevations, and statement of the approximate cost thereof as well as grading plans of the Unit to be built upon shall have been submitted to and approved in writing by the Developer. Upon written approval by the Developer, a copy of the plans and specifications shall be lodged permanently with the Developer. The Developer shall have the right to decline to approve any plans and specifications submitted which are not suitable or desirable, in its opinion, for aesthetic or any other reasons whatsoever, taking into consideration the effect of the Structures as planned on the outlook for the adjacent or neighboring properties, and whether the plans are in keeping with and are in general harmony with the Condominium.

The Unit Owner or their builder or contractor shall maintain a copy of the approved plans and specifications at all times and the Unit Owner shall not substantially change or deviate from the approved plans and specifications without first submitting the revised plans and specifications to the Developer. The revised plans and specifications shall be subject to the approval of the Developer as provided for in these Covenants.

3. Township Approval; Building Permits: Nothing in these Covenants relieves the Developer, the Unit Owner, or any other person from the requirement to obtain building permits, building or zoning approval, or any other permission required by Pertinent Law. The requirements in these Covenants are in addition to any requirements of Pertinent Law.

4. Use. Any Unit as well as any Structure built on that Unit shall be used only for residential purposes and Uses accessory to the residential Use. No store, tavern, beauty salon, barber shop, day care center, or other public, commercial, or industrial business shall be permitted on any Unit. In addition to these prohibited Uses, no Use shall be permitted which does not otherwise comply with Pertinent Law. The use of a portion of a Structure on a Unit as an office by the Unit Owner or tenant shall be considered a residential use if such use does not create regular customer or client traffic to and from the Unit.

5. Roofs. All roofs are to be of natural wood shake, slate, tile or brown, black, slate or similar other conservative color asphalt or fiberglass shingles.

6. Unightly or Unkempt Conditions. It shall be the responsibility of each Unit Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on the exterior of his or her Unit. The exterior of all Units and the Common Elements shall be kept neat and orderly and free of rubbish, trash and junk of any kind at all times. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Property. Notwithstanding the above, the disassembly and assembly of motor vehicles to perform repair work shall be permitted provided such activities are not conducted on a regular or frequent basis, and are either conducted entirely within an enclosed garage or, if conducted outside, are begun and completed within twelve hours.

7. Common Elements. Neither the Developer nor any Unit Owner shall regrade or otherwise alter any Storm Water Management Facility, erect any permanent or temporary Structure, or dump grass clippings, leaves, trash or other debris, petroleum products, fertilizers or other potentially hazardous or toxic substances in any Common Element within the Property, or block or obstruct any Common Element. Unit Owners may not mow, prune, clip or otherwise effect any plantings in the Common Elements.

8. Energy Conservation Equipment. No solar energy collector panels or attendant hardware, windmills, wind generators or other apparatus for generating power from the wind or other energy conservation equipment shall be constructed or installed on any Unit or any Structure thereon without permission from the Developer.

9. Signs. No advertising sign, billboard or real estate sign offering any Unit for sale or for rent in excess of four square feet on any one side in size shall be permitted on the Property. Only one such sign shall be permitted per Unit. Excluded from this restriction shall be the signs identifying the Condominium. The developer and its assigns shall be exempt from this provision.

10. Laundry. No poles or appliances upon which to hang or expose laundry shall be erected or maintained on any Unit.

11. Outdoor Lighting. No free standing outdoor lights over 12 feet in height shall be permitted. No outdoor lights shall direct light or glare to occur outside the Unit boundary.

12. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Unit except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose. The decision as to what is a household pet shall rest with the Developer. Such animals may not exceed more than two (2) of any kind over six months of age, and must be maintained so that offensive odors or noise will not be apparent to adjoining Unit Owners. Said animals must all be controlled to prevent damage to other properties within the Condominium. Unit Owners must immediately pick up after any pets in the Common Elements, and are responsible for any damage caused to the Common Elements by or on account of any household pets.

13. Garbage. The exterior of all Units shall be kept free of rubbish, trash and junk of any kind at all times. No garbage cans or trash containers shall be located in the front or side lawn area or at the curb for more than a 24-hour period.

14. Prohibited Vehicles. No trucks, motorcycles, or automobiles not in normal use, boats, trailers, or recreational vehicles shall be stored anywhere outside the Unit. Parking of any commercial vehicles, buses, or similar vehicles at any Unit or on the public streets of the Condominium is prohibited, except for temporary loading or unloading.

15. Off-Street Parking. Off-street parking shall be provided as required by all pertinent laws

16. Nuisances. No Offensive or Noxious activity shall be carried on upon any Unit, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the Condominium.

17. Antennas. No outside receiving or transmitting antennas, large dish-type receivers or towers shall be erected on any Common Element. Small dish-type receivers (DSS-type) shall be permitted, provided that they are constructed on the Unit and screened in such a manner as to not be visible from any street.

18. Exterior Decorations. No decorations, flags, banners, or other ornamentation may be placed or maintained on the front exterior of any Unit, except with the permission of the Developer. Excluded from this restriction are reasonable Christmas decorations, provided they do not project unreasonable glare or noise onto neighboring Units, and further provided such decorations are removed from the exterior of the Unit in a reasonable period of time after Christmas.

19. No Liability. Review and approval of any application pursuant to this Article is made on the basis of aesthetic considerations, and to preserve the appearance, integrity, and value of the Property only, and approval of any request does not guarantee or otherwise ensure the physical or structural integrity of any building, wall, fence, roof, exterior light, or any other Structure or improvement of any kind. Neither Developer nor the Association shall bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements. Neither Developer nor the Association, the Board of Directors, any committee, or member of any of the foregoing shall be held liable for any injury, damages or loss arising out of the manner or quality of approved construction on or modifications to any Unit.

ARTICLE III PUBLIC IMPROVEMENTS AND EASEMENTS

1. Easements for Common Elements. The Developer reserves and grants to the Association an easement on, over, and through all Units in the Condominium which are or may be in the future required to maintain any of the Common Elements or Public Improvements.

2. Easement for Utilities. All Units in the Condominium are subject to easements for electric, telephone lines, and cable television service which presently exists or which may exist or be secured in the future by the Developer for the benefit of the Condominium and the Units.

3. Right to Enter Property. Developer hereby reserves unto itself and grants to the Township and the Association the right to enter onto any portion of the Property, including any Unit after conveyance of that Unit to a Unit Owner, for the purpose of maintaining, repairing, replacing or reconstructing any and all Public Improvements as is deemed necessary by any governmental authority in order for any of the Public Improvements which have been offered for dedication in accordance with the Plan to be accepted for dedication by that governmental authority. The Developer, Township or Association shall have the right to charge the Unit Owner for all costs associated with such work. This right to enter onto any Unit shall be extinguished only upon all of

the Public Improvements which have been offered for dedication being accepted for dedication by the appropriate governmental authority. Developer hereby reserves unto itself and grants to the Township and the Association the right to enter onto any Unit after conveyance of that Unit to a Unit Owner for the purpose of maintaining, repairing, replacing or reconstructing any and all Common Elements as is deemed necessary by any governmental authority.

ARTICLE IV GENERAL PROVISIONS

1. Variance. The Developer reserves the right to grant a variance to any of the standards set forth in the Covenants so long as the variance complies with all Pertinent Laws which variance shall only be approved in writing.

2. Enforcement. The Developer, so long as it owns any portion of the Condominium, any Unit Owner, or the Association may enforce any of the obligations or restrictions contained in these Covenants at law or in equity to compel compliance with the terms hereof or to prevent the violation or abate the violation or breach of the terms hereof. The prevailing party in any action to enforce these Covenants may recover its costs and fees, including reasonable attorneys' fees, from the Unit Owner in violation of that provision.

3. Amendment of Plan. The Developer reserves the right, in its sole discretion, to amend or revise the Plan and to change the location and design of any and all Public Improvements or Common Elements as well as any and all other aspects of the Plan, subject only to the approval of the Township. By acceptance of a deed to any Unit, the Unit Owner specifically relinquishes any right, title or interest in and to the streets or other Public Improvements or Common Elements depicted on the Plan to the effect such that the Developer shall be free to exercise its right to amend the Plan as set forth in this paragraph. In no event shall this right to amend be construed, nor shall it have the effect of abrogating the right of any Unit Owner to use constructed streets for the purpose of providing adequate ingress, egress and regress to and for that Unit.

4. Dedication of Public Improvements. In the event that two years after the Township has approved the Public Improvements and has released the Developer from security allowed to be held by the § 509 of the Pennsylvania Municipalities Planning Code, any Public Improvements have not been accepted for dedication by the Township, then all rights title and interest in such Public Improvements shall vest in the Association, subject to a continuing offer of dedication as set forth on the Plan. In such event, the Developer or its successors or assigns shall prepare any deed or other instrument necessary to transfer such Public Improvements to the Association. In this event, the Public Improvements not accepted for dedication shall become Common Elements as defined by the Declaration, and the Association shall be solely responsible for all maintenance, repairs and replacement of the Public Improvements. The Developer shall have no right, title or interest in and to the Public Improvements.

5. Covenants Running With The Land. The covenants set forth in Article II of these Covenants shall be binding on all persons claiming under them for a period of twenty-five (25) years from the date these Covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the owners of Units has been recorded agreeing to change said covenant in whole or in part, except for Article IV which shall survive any termination pursuant to this Paragraph.

6. Binding Effect; Easements Running with the Land. Except as provided for above, the covenants, easements, burdens, rights and restrictions established by these Covenants are for the benefit of, and a burden upon each respective Unit Owner and shall run with, and be appurtenant to title to the Units. These covenants, easements, burdens, rights and restrictions shall bind the Developer, the Unit Owners, and the Association, and their respective heirs, successors, assigns, lessees, occupiers, tenants, possessors, guests, licensees, agents and invitees.

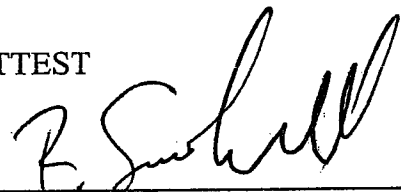
7. Severability. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

8. Supplement. These conditions, covenants, obligations and restrictions shall be in addition to any applicable provisions of any present or future Pertinent Laws and no provision hereof shall be deemed to authorize any act in violation of any such Pertinent Laws.

9. Assignability. The Developer may assign any or all of the rights, obligations, or restrictions provided for in these Covenants at any time without any restriction or limitation whatsoever.

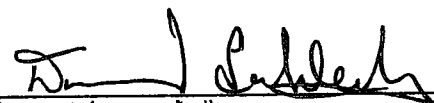
10. Governing Law. These Covenants shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, Springbrook Farms, Inc. has executed this instrument as of the date first stated above.


ATTEST


Secretary

SPRINGBROOK FARMS, INC.

By: 

Donald Leckert, President

witness:

ASM:ASM 316977.3 (22440.003) 10/26/04

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF LANCASTER)

SS:

On this 25th day of February, 2005, before me, the undersigned officer, personally appeared Aaron S. Marines, Attorney I.D. No. 85728, known to me (or satisfactorily proven) to be a member of the bar of the highest court of said state and a subscribing witness to the within instrument, and certified that he was personally present when Donald Lechleitner, President of Springbrook Farms, Inc., whose name is subscribed to the within instrument executed the same, and that said person acknowledged that he executed the same for the purposes therein contained.

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

Debra A. McGrath

Notary Public

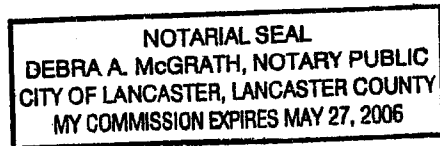


EXHIBIT "A"

PROPERTY

All that certain tract of land being situated within Brookwood Drive, in South Londonderry Township, Lebanon County, Pennsylvania, said tract of land being more particularly bounded and described as follows:

Beginning at a point on the right-of-way line of Brookwood Drive said point being located a distance of 16.0 feet north of the southernmost right-of-way line of Brookwood Drive and being the southeast corner of the hereon described tract; thence along Brookwood Drive the four following courses and distances: 1) parallel with the southernmost right-of-way line of Brookwood Drive at a distance of 16.0 feet, North 82 degrees 12 minutes 28 seconds West a distance of 215.90 feet to a point; 2) along said curve to the right, having a radius of 44.00 feet, an arc distance of 138.23 feet, and a chord bearing North 07 degrees 47 minutes 32 seconds East a chord distance of 88.00 feet to a point; 3) parallel with the northernmost right-of-way line of Brookwood Drive at a distance of 16.0 feet, South 82 degrees 12 minutes 28 seconds East a distance of 215.90 feet to a point; 4) along said curve to the right, having a radius of 44.00 feet, an arc distance of 138.23 feet, and a chord bearing South 07 degrees 47 minutes 32 seconds West a chord distance of 88.00 feet to the point of beginning.

Area of Lot 3: 25,081 Sq. Ft. (0.576 Acres)

Together with All that certain strip of land to be used as a street and extending in a northwesterly direction from the western dedicated right-of-way line of Hinkle Road, T- 433, to southern right-of-way line of Alger Drive, in South Londonderry Township, Lebanon County, Pennsylvania, said strip of land being more particularly bounded and described as follows:

Beginning at a point on the western dedicated right-of-way line of Hinkle Road, T-433 (30 feet from centerline), said point being a corner of Lot No. 2 and the southeast corner of the hereon described tract, and the point of beginning for a curve connecting the western dedicated right-of-way line of Hinkle Road to the southern right-of-way line of Brookwood Drive; thence along Lot No. 2, along said curve to the left, having a radius of 25.00 feet, an arc distance of 39.27 feet, and a chord bearing North 09 degrees 06 minutes 59 seconds East a chord distance of 35.36 feet to a point on the southern right-of-way line of Brookwood Drive; thence along the southern right-of-way line of Brookwood Drive, along Lot No. 2 the eleven following courses and distances: 1) North 35 degrees 53 minutes 01 seconds West a distance of 46.57 feet to a point; 2) along a curve to the left, having a radius of 181.00 feet, an arc distance of 146.34 feet, and a chord bearing North 59 degrees 02 minutes 44 seconds West a chord distance of 142.39 feet to a point; 3) North 82 degrees 12 minutes 28 seconds West a distance of 623.23 feet to a point; 4) along a curve to the left, having a radius of 57.00 feet, an arc distance of 49.24 feet, and a chord bearing South 73 degrees 02 minutes 49 seconds West a chord distance of 47.72 feet to a point; 5) along said curve to the right, having a radius of 60.00 feet, an arc distance of 51.83 feet, and a chord bearing South 73 degrees 02 minutes 49 seconds West a chord distance of 50.23 feet to a point; 6) North 82 degrees 12 minutes 28

seconds West a distance of 215.90 feet to a point; 7) along a curve to the right, having a radius of 60.00 feet, an arc distance of 51.83 feet, and a chord bearing North 57 degrees 27 minutes 45 seconds West a chord distance of 50.23 feet to a point; 8) along a curve to the left, having a radius of 57.00 feet, an arc distance of 49.24 feet, and a chord bearing North 57 degrees 27 minutes 45 seconds West a chord distance of 47.72 feet to a point; 9) North 82 degrees 12 minutes 28 seconds West a distance of 288.23 feet to a point; 10) along a curve to the right, having a radius of 219.00 feet, an arc distance of 253.74 feet, and a chord bearing North 49 degrees 00 minutes 56 seconds West a chord distance of 239.78 feet to a point; 11) North 15 degrees 49 minutes 24 seconds West a distance of 187.23 feet to a point, said point being the point of beginning for a curve connecting the southern right-of-way line of Brookwood Drive to the southern right-of-way line of Alger Drive; thence continuing along Lot No. 2, along said curve to the left, having a radius of 25.00 feet, an arc distance of 39.27 feet, and a chord bearing North 60 degrees 49 minutes 24 seconds West a chord distance of 35.36 feet to a point on the southern right-of-way line of Alger Drive; thence continuing along the southern right-of-way line of Alger Drive, North 74 degrees 10 minutes 36 seconds East a distance of 88.00 feet to a point, said point being the point of beginning for a curve connecting the southern right-of-way line of Alger Drive to the northern right-of-way line of Brookwood Drive, said point also being a corner of Lot No. 1; thence along Lot No. 1, along said curve to the left, having a radius of 25.00 feet, an arc distance of 39.27 feet, and a chord bearing South 29 degrees 10 minutes 36 seconds West a chord distance of 35.36 feet to a point on the northern right-of-way line of Brookwood Drive; thence along the northern right-of-way line of Brookwood Drive, along Lot No. 1, the eleven following courses and distances: 1) South 15 degrees 49 minutes 24 seconds East a distance of 187.23 feet to a point; 2) along a curve to the left, having a radius of 181.00 feet, an arc distance of 209.71 feet, and a chord bearing South 49 degrees 00 minutes 56 seconds East a chord distance of 198.18 feet to a point; 3) South 82 degrees 12 minutes 28 seconds East a distance of 288.23 feet to a point; 4) along a curve to the left, having a radius of 57.00 feet, an arc distance of 49.24 feet, and a chord bearing North 73 degrees 02 minutes 49 seconds East a chord distance of 47.72 feet to a point; 5) along a curve to the right, having a radius of 60.00 feet, an arc distance of 51.83 feet, and a chord bearing North 73 degrees 02 minutes 49 seconds East a chord distance of 50.23 feet to a point; 6) South 82 degrees 12 minutes 28 seconds East a distance of 215.90 feet to a point; 7) along a curve to the right, having a radius of 60.00 feet, an arc distance of 51.83 feet, and a chord bearing South 57 degrees 27 minutes 45 seconds East a chord distance of 50.23 feet to a point; 8) along a curve to the left, having a radius of 57.00 feet, an arc distance of 49.24 feet, and a chord bearing South 57 degrees 27 minutes 45 seconds East a chord distance of 47.72 feet to a point; 9) South 82 degrees 12 minutes 28 seconds East a distance of 623.23 feet to a point; 10) along a curve to the right, having a radius of 219.00 feet, an arc distance of 177.06 feet, and a chord bearing South 59 degrees 02 minutes 44 seconds East a chord distance of 172.28 feet to a point; 11) South 35 degrees 53 minutes 01 seconds East a distance of 46.57 feet to a point, said point being the point of beginning of a curve connecting the northern right-of-way line of Brookwood Drive to the western dedicated right-of-way line of Hinkle Road; thence along said curve to the left, having a radius of 25.00 feet, an arc distance of 39.27 feet, and a chord bearing South 80 degrees 53 minutes 01 seconds East a chord distance of 35.36 feet to a point on the western dedicated right-of-way line of Hinkle Road; thence along the western dedicated right-of-way line of Hinkle Road, South 54

degrees 06 minutes 59 seconds West a distance of 88.00 feet to a corner of Lot No. 2, the point of beginning.

Together with All that certain tract of land being situated south of Alger Drive, north and east of Brookwood Drive and north of Hinkle Road, in South Londonderry Township, Lebanon County, Pennsylvania, said tract of land being more particularly bounded and described as follows:

Beginning at a point on the northern dedicated right-of-way line of Hinkle Road, T-433 (30 foot from centerline), said point being on line of lands of the Community Bible Church and the southeast corner of the hereon described tract; thence along the northern dedicated right-of-way line of Hinkle Road, South 54 degrees 06 minutes 59 seconds West a distance of 106.52 feet to a point, said point being the point of beginning for a curve connecting the northern dedicated right-of-way line of Hinkle Road to the eastern right-of-way line of Brookwood Drive; thence along said curve to the right, having a radius of 25.00 feet, an arc distance of 39.27 feet, and a chord bearing North 80 degrees 53 minutes 01 seconds West a chord distance of 35.36 feet to a point on the eastern right-of-way line of Brookwood Drive; thence along the eastern right-of-way line of Brookwood Drive the eleven following courses and distances: 1) North 35 degrees 53 minutes 01 seconds West a distance of 46.57 feet to a point; 2) along a curve to the left, having a radius of 219.00 feet, an arc distance of 177.06 feet, and a chord bearing North 59 degrees 02 minutes 44 seconds West a chord distance of 172.28 feet to a point; 3) North 82 degrees 12 minutes 28 seconds West a distance of 623.23 feet to a point; 4) along a curve to the right, having a radius of 57.00 feet, an arc distance of 49.24 feet, and a chord bearing North 57 degrees 27 minutes 45 seconds West a chord distance of 47.72 feet to a point; 5) along said curve to the left, having a radius of 60.00 feet, an arc distance of 51.83 feet, and a chord bearing North 57 degrees 27 minutes 45 seconds West a chord distance of 50.23 feet to a point; 6) North 82 degrees 12 minutes 28 seconds West a distance of 215.90 feet to a point; 7) along a curve to the left, having a radius of 60.00 feet, an arc distance of 51.83 feet, and a chord bearing South 73 degrees 02 minutes 49 seconds West a chord distance of 50.23 feet to a point; 8) along a curve to the right, having a radius of 57.00 feet, an arc distance of 49.24 feet, and a chord bearing South 73 degrees 02 minutes 49 seconds West a chord distance of 47.72 feet to a point; 9) North 82 degrees 12 minutes 28 seconds West a distance of 288.23 feet to a point; 10) along a curve to the right, having a radius of 181.00 feet, an arc distance of 209.71 feet, and a chord bearing North 49 degrees 00 minutes 56 seconds West a chord distance of 198.18 feet to a point; 11) North 15 degrees 49 minutes 24 seconds West a distance of 187.23 feet to a point, said point being the point of beginning for a curve connecting the eastern right-of-way line of Brookwood Drive to the southern right-of-way line of Alger Drive; thence along said curve to the right, having a radius of 25.00 feet, an arc distance of 39.27 feet, and a chord bearing North 29 degrees 10 minutes 36 seconds East a chord distance of 35.36 feet to a point on the southern right-of-way line of Alger Drive; thence along the southern right-of-way line of Alger Drive the five following courses and distances: 1) North 74 degrees 10 minutes 36 seconds East a distance of 26.62 feet to a point; 2) along a curve to the left, having a radius of 1,950.00 feet, an arc distance of 105.41 feet, and a chord bearing North 72 degrees 37 minutes 41 seconds East a chord distance of 105.40 feet to a point; 3)

North 71 degrees 04 minutes 46 seconds East a distance of 696.75 feet to a point; 4) along a curve to the right, having a radius of 915.00 feet, an arc distance of 413.20 feet, and a chord bearing North 84 degrees 00 minutes 59 seconds East a chord distance of 409.69 feet to a point; 5) South 83 degrees 02 minutes 49 seconds East a distance of 219.39 feet to a point, said point being a corner of lands about to be conveyed to the Community Bible Church; thence along lands about to be conveyed to the Community Bible Church the two following courses and distances: 1) South 06 degrees 57 minutes 11 seconds West a distance of 75.83 feet to a point; 2) South 17 degrees 00 minutes 15 seconds East a distance of 504.17 feet to a point, said point being a corner of lands of Community Bible Church; thence along lands of the Community Bible Church, South 35 degrees 47 minutes 13 seconds East a distance of 383.21 feet to a point on the northern dedicated right-of-way line of Hinkle Road, the point of beginning.

Area of Proposed Lot 1: 953,462 Sq. Ft. (21.888 Acres)

Together with All that certain tract of land being situated south of Alger Drive, south and west of Brookwood Drive and west of Hinkle Road, in South Londonderry Township, Lebanon County, Pennsylvania, said tract of land being more particularly bounded and described as follows:

Beginning at a point on the northern dedicated right-of-way line of Hinkle Road, T-433 (30 foot from centerline), said point being the end of a curve connecting the western right-of-way line of Brookwood Drive to the northern dedicated right-of-way line of Hinkle Road and the southeast corner of the hereon described tract; thence along the northern and western dedicated right-of-way lines of Hinkle Road the three following courses and distances: 1) South 54 degrees 06 minutes 59 seconds West a distance of 157.07 feet to a point; 2) along a curve to the left, having a radius of 338.85 feet, an arc distance of 217.03 feet, and a chord bearing South 35 degrees 46 minutes 04 seconds West a chord distance of 213.34 feet to a point; 3) South 17 degrees 25 minutes 10 seconds West a distance of 322.14 feet to a point, said point being on line of lots of Springbrook Farms, Phase 1 and 2; thence along lots of Springbrook Farms, Phase 1 and 2 the eight following courses and distances: 1) North 72 degrees 32 minutes 06 seconds West a distance of 467.58 feet to a point; 2) North 88 degrees 29 minutes 43 seconds West a distance of 88.94 feet to a point; 3) South 80 degrees 47 minutes 13 seconds West a distance of 173.31 feet to a point; 4) South 10 degrees 10 minutes 12 seconds East a distance of 90.42 feet to a point near Old Farm Road; 5) South 79 degrees 49 minutes 48 seconds West a distance of 60.00 feet to a point; 6) North 10 degrees 10 minutes 12 seconds West a distance of 90.00 feet to a point; 7) South 79 degrees 49 minutes 48 seconds West a distance of 465.48 feet to a point; 8) North 85 degrees 18 minutes 17 seconds West a distance of 49.81 feet to a point, said point being a corner of proposed lots of the Village At Springbrook Farms, phase 7; thence along various proposed lots of the Village At Springbrook Farms, Phase 7, the six following courses and distances: 1) North 29 degrees 25 minutes 52 seconds East a distance of 335.00 feet to a point; 2) North 26 degrees 29 minutes 55 seconds East a distance of 81.52 feet to a point; 3) North 09 degrees 29 minutes 33 seconds East a distance of 96.81 feet to a point; 4) North 06 degrees 57 minutes 59 seconds West a distance of 96.06 feet to a point; 5) North 27 degrees 52 minutes 49 seconds West a distance of 95.68 feet to a point; 6) North 40 degrees 06 minutes 51

seconds West a distance of 94.38 feet to a point, said point being a corner of lots of Springbrook Farms, Phase 4 and 5; thence along lots of Springbrook Farms, Phase 4 and 5 the two following courses and distances: 1) North 52 degrees 54 minutes 34 seconds West a distance of 547.74 feet to a point; 2) North 69 degrees 49 minutes 59 seconds West a distance of 177.39 feet to a point, said point being on the southern right-of-way line of Alger Drive.; thence along the southern right-of-way line of Alger Drive, North 74 degrees 10 minutes 36 seconds East a distance of 441.66 feet to a point, said point being the point of beginning for a curve connecting the southern right-of-way line of Alger Drive to the western right-of-way line of Brookwood Drive; thence along said curve to the right, having a radius of 25.00 feet, an arc distance of 39.27 feet, and a chord bearing South 60 degrees 49 minutes 24 seconds East a chord distance of 35.36 feet to a point on the western right-of-way line of Brookwood Drive; thence along the western and southern right-of-way lines of Brookwood Drive the eleven following courses and distances: 1) South 15 degrees 49 minutes 24 seconds East a distance of 187.23 feet to a point; 2) along a curve to the left, having a radius of 219.00 feet, an arc distance of 253.74 feet, and a chord bearing South 49 degrees 00 minutes 56 seconds East a chord distance of 239.78 feet to a point; 3) South 82 degrees 12 minutes 28 seconds East a distance of 288.23 feet to a point; 4) along a curve to the right, having a radius of 57.00 feet, an arc distance of 49.24 feet, and a chord bearing South 57 degrees 27 minutes 45 seconds East a chord distance of 47.72 feet to a point; 5) along a curve to the left, having a radius of 60.00 feet, an arc distance of 51.83 feet, and a chord bearing South 57 degrees 27 minutes 45 seconds East a chord distance of 50.23 feet to a point; 6) South 82 degrees 12 minutes 28 seconds East a distance of 215.90 feet to a point; 7) along a curve to the left, having a radius of 60.00 feet, an arc distance of 51.83 feet, and a chord bearing North 73 degrees 02 minutes 49 seconds East a chord distance of 50.23 feet to a point; 8) along a curve to the right, having a radius of 57.00 feet, an arc distance of 49.24 feet, and a chord bearing North 73 degrees 02 minutes 49 seconds East a distance of 47.72 feet to a point; 9) South 82 degrees 12 minutes 28 seconds East a distance of 623.23 feet to a point; 10) along a curve to the right, having a radius of 181.00 feet, an arc distance of 146.34 feet, and a chord bearing South 59 degrees 02 minutes 44 seconds East a chord distance of 142.39 feet to a point; 11) South 35 degrees 53 minutes 01 seconds East a distance of 46.57 feet to a point, said point being the point of beginning of a curve connecting the western right-of-way line of Brookwood Drive to the northern dedicated right-of-way line of Hinkle Road; thence along said curve to the right, having a radius of 25.00 feet, an arc distance of 39.27 feet, and a chord bearing South 09 degrees 06 minutes 59 seconds West a chord distance of 35.36 feet to a point on the northern dedicated right-of-way line of Hinkle Road, the point of beginning.

Area of Proposed Lot 2: 1,065,830 Sq. Ft. (24.468 Acres)



COUNTY OF LEBANON
RECORDER OF DEEDS
Donna J. Lutz, Recorder
400 South 8th Street Room 107
Lebanon, Pennsylvania 17042-6794

Instrument Number - 200503584
Recorded On 2/25/2005 At 3:30:17 PM
* Instrument Type - DECLARATION
Invoice Number - 74161
* Grantor - SPRINGBROOK FARMS INC
*

Book - 2058 Starting Page - 9121
* Total Pages - 16

* FEES

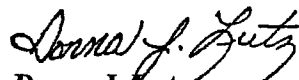
STATE WRIT TAX	\$0.50
RECORDING FEES -	\$35.00
RECORDER OF DEEDS	
COUNTY ARCHIVES FEE	\$2.00
ROD ARCHIVES FEE	\$3.00
TOTAL	\$40.50

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This page is now part
of this legal document.

I hereby CERTIFY that this document is
recorded in the Recorder of Deeds Office
of Lebanon County, Pennsylvania.


Donna J. Lutz
Recorder of Deeds



* - Information denoted by an asterisk may change during
the verification process and may not be reflected on this page.

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