

DECLARATION
IVY WOODS CONDOMINIUMS
(a Zaremba Community)

ARTICLE 1.
SUBMISSION: DEFINED TERMS

1.1 Declarant; Property; County; Name.

Lenox Hill, LLC (the "Declarant"), owner in fee simple of the real estate described in Exhibit A attached hereto, located in Allegheny 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 Condominium Act, 68 Pa. C.S. § 3101 et seq. (the "Act"), and hereby creates with respect to the Property a Condominium, to be known as "Ivy Woods Condominium" (the "Condominium") subject to the terms hereof.

1.2 Defined Terms.

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

1.2.2 The following terms are used or defined in general terms in the Act and shall have specific meanings herein as follows:

a. "Additional Real Estate" means the Real Estate described in Exhibit B attached hereto, so long as the Declarant's rights to add such Real Estate to the Condominium continues to exist.

b. "Association" means the Unit Owners' Association of the Condominium and shall be known as the "Ivy Woods Condominium Association."

c. "Building(s)" means any building(s) included on the Land.

d. "Bylaws" mean the Bylaws of the Association as the same may be lawfully amended from time to time, created under and pursuant to the Act and which also serve as the rules and regulations of the Association.

e. "Common Elements" means all portions of Condominium other than Units.

f. "Common Expenses" means the expenditures made or liabilities incurred by or on behalf of the Association, together with any allocations to reserves, including General Common Expenses and Limited Common Expenses.

g. "Condominium" means the Condominium known as Ivy Woods Condominium, including that part of Property described as Condominium Property.

h. "Condominium Property" means the tract of Land hereinafter described as being submitted to the Act, all Buildings, and improvements situated thereon and all easements, rights and appurtenances belonging thereto.

i. "Convertible Real Estate" means any portion of the Additional Real Estate that may be added to the Condominium at the sole option of the Declarant. The portions of land comprising the Real Estate, which are designated Phases II to V and beyond, shall constitute both Convertible Real Estate and Additional Real Estate, as those terms are defined herein, by the Act and described at Exhibit B.

j. "Declarant" means the Declarant described above and all successors to Declarant.

k. "Declaration" means this document, as the same may be amended from time to time.

l. "Flexible Condominium" means one to which additional real estate may be added or real estate withdrawn.

m. "Executive Board" means the executive board of the Association designated to act on behalf of the Association.

n. "Land" means the real estate described at Exhibit "A" attached hereto.

o. "Limited Common Elements" means a portion of the Common Elements described as such in the Act, and herein and as shown on the Plats and Plans for the exclusive use of one or more but fewer than all the Units.

p. "Limited Common Expenses" means the expenses identified as such pursuant to Article 3 of this Declaration.

q. "Permitted Mortgage" means a mortgage to a bank, trust company, savings bank, savings and loan association, mortgage banker, insurance company, pension fund or similar lender or a purchase money mortgage to Declarant or a Unit Owner. "Permitted Mortgagee" shall be any such bank, trust company, savings bank, savings and loan association, mortgage banker, insurance company, pension fund or similar lender.

r. "Phase I Property" means that part of the property described at Exhibit C.

s. "Plats and Plans" means the Plats and Plans attached hereto or which may later be attached as an Exhibit and made a part hereof, as the same may be amended from time to time.

t. "Property" means the real estate, including easements, rights and appurtenances, and the Buildings and improvements erected, or to be erected, thereon, including Additional Real Estate and Withdrawable Real Estate described in Section 1.1 above.

u. "Recreational Facilities/Building means a building containing a party room for the Owner's exclusive use for meetings, parties and otherwise as the Association may dictate.

v. "Unit" means a residential Unit as described herein at Section 2.2 and in the Plats and Plans.

w. "Unit Owner(s)" means a purchaser of a Unit to whom a Unit deed has been delivered.

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

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

b. "Percentage Interest" means the undivided ownership interest in the Common Elements appurtenant to each Unit as set forth herein.

ARTICLE 2.

ALLOCATION OF PERCENTAGE INTERESTS, VOTES AND COMMON EXPENSES LIABILITIES; UNIT IDENTIFICATION AND BOUNDARIES; MAINTENANCE RESPONSIBILITIES

2.1 Percentage Interests.

The undivided ownership of Common Elements appurtenant to each Unit is equal for all Units, irrespective of size, cost, or location of such Unit. Common Expenses are apportioned equally among all Units, irrespective of size, cost, or location of such Unit.

2.2 Unit Boundaries.

Each Unit consists of the space within the following boundaries:

a. **Upper and Lower (Horizontal) Boundaries:** The upper and lower boundaries of the Unit shall be the following boundaries extended to intersections with the vertical boundaries.

(1) **Upper Boundary:** The horizontal plane of the upper surface of the plasterboard ceiling of the Unit.

(2) **Lower Boundary:** The horizontal plane of the top surface of the unfinished concrete floor slab.

b. **Vertical Boundaries:** The vertical boundaries of the Unit shall be the vertical planes, extended to intersections with each other and with the upper and lower boundaries, of the exterior surface of the exterior walls, which do not separate the Unit from any other Unit, and of the center line of the party walls which separate the Unit from other Units.

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 § 3307 of the Act, except as expressly set forth to the contrary herein. Ordinary maintenance and repair of patio, balcony, garage and other Limited Common Elements shall be the responsibility of the Owner of the Unit to which such patio, balcony, garage or other Limited Common Element is appurtenant at the time the expense was incurred. Outside wall maintenance and structural repairs and/or replacements of Limited Common Elements shall be the responsibility of the Association, the costs to be charged as General Common Expenses. The Association will paint the outer surface of the garage door.

**ARTICLE 3.
DESCRIPTION, ALLOCATION OF COMMON ELEMENTS
AND LIMITED COMMON ELEMENTS**

3.1 Limited Common Elements.

The Limited Common Elements shall mean and include:

a. All plumbing fixtures servicing only one (1) Unit and located partially within and partially outside the designated title lines of such Unit.

b. All electrical equipment and wiring serving only one (1) Unit and located partially within and partially outside the designated title lines of such Unit.

c. The air conditioning, heating and ventilating ducts and compressor serving only one (1) Unit. The air conditioner unit itself is owned by the Unit Owner even though it may be located on the Limited Common Elements.

d. The fresh water pipes, discharge pipes and all other plumbing, pipes and conduits serving only one (1) Unit and located partially within and partially outside the title lines of such Unit.

e. All other parts of the Condominium Building(s) and its equipment, including any chutes, flues, ducts, wire, conduits, bearing walls, bearing columns or any other fixtures serving only one (1) Unit and located partially within and partially outside the designated title lines of such Unit.

f. Balconies and patios. Each Unit shall include the appurtenant right to the exclusive use of the balcony or patio, if any, bearing that Unit designation on the Declaration Plans

g. The garage assigned to each Unit is the Limited Common Element of the Unit to which assigned.

3.2 Common Elements, Percentage Interest of Unit Owners.

The Common Elements shall mean and include:

a. The Land, the streets, the air space above the Condominium Buildings and said Land, and those portions of the Condominium Buildings which are not included within the title lines of any Unit and which are not made part of a Unit pursuant to Section 2.2 hereinabove, and which portions are not designated as Limited Common Elements pursuant to Section 3.1 hereinabove.

b. The following parts of the Building foundations: structural parts; supports; columns; beams; the masonry part of all interior masonry walls and exterior walls; non-masonry interior walls between Units (except that surface of the wallboard or plaster on the Unit-side of such walls shall be part of the Unit and not part of the Common Elements); all portions of the Building(s) below the upper surface of the concrete sub-floor of the first-floor level of such Building(s); roofs; all fresh water, discharged water and sewer lines and associated equipment serving the Common Elements or more than one Unit or both; and electric and telephone wires, cables, lines, pipes, fixtures, meters and/or equipment that serve the Common Elements or more than one Unit or both.

c. Portions of the Land and Building(s) used exclusively for the management, operation or maintenance of the Common Elements.

d. Installations of all central services and utilities and water, sewer, electric, telephone and other utility lines, pipes, fixtures, meters and associated equipment which serve the Common Elements or serve more than one Unit or both.

e. All other apparatus and installations existing for common use.

f. The Recreation Building.

g. All portions or other parts or elements of the Land or the Building(s) necessary or convenient to the Property's existence, management, operation, maintenance of the Common Elements and safety, or in common use and which are not herein or in the Declaration Plans and Plans made a part of a Unit or designated as Limited Common Elements, and such facilities as are designated herein and in the Bylaws as Common Elements.

3.3 Allocation of Percentage Interest.

The percentage of undivided interest in the Common Elements in fee simple appurtenant to each Unit shall be as set forth in Section 2.1 hereof and, except as otherwise provided herein or in the Bylaws, such percentage shall not be altered except by the Declarant, or by the recording of an amended Declaration duly executed by all of the Unit Owners affected thereby. (For purposes of this subparagraph "all of the Unit Owners affected thereby" means only all Unit Owners at the time of said amendment to this Declaration and which may include Declarant as to unsold and reasonably contemplated Units.)

3.4 Common Expenses.

Each Unit Owner shall be liable for a share of the Common Expenses, as defined below, such share being equal to every other Unit's. Common Expenses shall be defined as:

- a. Expenses of administration, maintenance, repair and replacement of the Common Elements;
- b. Expenses agreed upon as common by the Unit Owners; and
- c. Expenses declared common by the provisions of the Act, or by this Declaration or the Bylaws.
- d. Insurance premiums for any insurance coverage as set forth in the Public Offering Statement and the Bylaws shall be a Common Expense to be paid by monthly assessments levied by the Association; and such payments shall be held in a separate escrow account of the Association and used solely for the payment of the insurance premiums as such premiums become due.
- e. Reserves for repair or replacement.

3.5 Common Element Interest and Common Expense Liability Allocated to Units in Additional Real Estate.

The addition of Units to this flexible condominium will decrease the percentage of the relative Common Element Interest, relative voting strength in the Association and relative Common Expense liability for each Unit in accordance with the following formula: $1.00 \times 100\% \text{ over } A = B\%$. "A" equals total number of Units in the Condominium, including new Units. "B%" equals the new percentage Common Element Interest, relative voting strength in the Association and Common Expense liability of each Unit.

3.6 Remedies for Failure to Pay Common Expenses. If any assessment of Common Expenses shall not be paid when it is due, then the Common Expense, including interest, costs, and reasonable attorney's fees shall become a lien against the Unit. Each assessment shall be the personal obligation of the Unit Owner at the time the assessment became due, and shall not pass to successors in title unless the successor agrees in writing to assume the obligation.

ARTICLE 4. EASEMENTS

4.1 Additional Easements. In addition to and in supplementation of the easements provided for by §§ 3216, 3217 and § 3218 of the Act, and the Easements set forth at Exhibit "A", the following easements are hereby created:

4.1.1 Declarant's Use for Sales Purposes.

Declarant shall have the right to maintain signs, sales offices, management offices and models throughout the Property. Declarant may maintain signs in its Units and on the Common Elements advertising Units in the Condominium owned by Declarant for sale or lease and other advertising in/on unsold Units and the Condominium in general. 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, in its Units or other Units in the Condominium. 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 Easement to Grant Permits, Licenses, and Easements.

The Executive Board shall have the right to grant permits, licenses, and easements over the Common Elements for utilities, roads, and other purposes necessary for the proper operation of the Condominium.

4.1.4 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 in order to maintain reasonable standards of health, safety and appearance. The easement created by this Section 4.1.4 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.

4.1.5 Easement for Support.

To the extent necessary, each Unit shall have an easement for structural support over the Common Elements and over every other Unit in a Building, and each Unit and the Common Elements shall be subject to an easement for structural support in favor of every other Unit in a Building.

4.1.6 Encroachments.

If a Unit or Units shall encroach upon any Common Element or upon any other Unit by reason of original construction or a cause other than the purposeful or negligent act or omission of the Unit Owner, then an easement appurtenant to such encroaching Unit, to the extent of such encroachment, shall exist for so long as such encroachment shall exist. If any Common Element shall encroach upon any Unit by reason of original construction or a cause other than the purposeful or negligent act or omission of the Executive Board, then an easement appurtenant to such Common Elements, to the extent of such encroachment, shall exist for so long as such encroachment shall exist. In the event the Building is partially or totally destroyed, and then rebuilt, encroachment upon the Common Elements and/or Units, as and to the extent described above, shall be permitted, and a valid easement for said encroachments and the maintenance thereof shall exist for so long as such encroachment continues to exist.

4.1.7 Easements for Pedestrian and Vehicular Traffic.

The Common Elements shall be, and are hereby made subject to, an easement in favor of the Unit Owners and their invitees, tenants and servants, the Executive Board and the agents and employees of the Executive Board (i) for pedestrian traffic on, over, through and across sidewalks as the same may from time to time exist, and (ii) for pedestrian and vehicular traffic on, over, through and across such portions of the Common Elements as may be from time to time be paved and intended for such purposes.

4.1.8 Easement for Emergency Repairs and Maintenance.

Each Unit shall be subject to an easement in favor of the Association for a right of entry into any Unit to perform emergency repairs or to do other work necessary for the maintenance of the Condominium.

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

4.1.9.1. Declarant reserves an easement on, over and under those portions of the Common Elements not located in a Building which contains Units, 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.

4.1.9.2. The Units, the Limited Common Elements and the Common Elements shall be, and are hereby made subject to easements in favor of Declarant or its designee to come upon the land for the purpose of tying into and using any and all present easements and utilities on the land to favor Additional Real Estate and other property owned by the Declarant or its designee and including herein the right specifically, but without limiting the generality of the above, of the Declarant or its designee, to use and tie into the gas, sewer, electric, cable television, water and storm sewer lines presently or soon to be on the Property hereby described.

4.1.9.3. The easement created by this Section 4.1.9 shall terminate upon the annexation of all of the Additional Real Estate to the Condominium. Declarant, upon the annexation of all of the Additional Real Estate to the Condominium, shall have the easements and rights for construction and marketing activities with respect to the Condominium as are otherwise provided in the Act and this Declaration.

4.1.10 Miscellaneous.

4.1.10.1. All easements and rights described and mentioned in this Declaration are easements appurtenant, running with the Land, Units, Limited Common Elements and Common Elements, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding upon Declarant, its successors and assigns, the Executive Board, and Unit Owner(s), purchaser, mortgagee and any other person having an interest in said Land, Units, Common Elements or any portion thereof.

4.1.10.2. In the event of any irreconcilable inconsistency between the easements and rights described herein and those in the Declaration and Establishment of Easements, Conditions, Reservations and Use Restrictions recorded simultaneous herewith and incorporated herein by reference, the easements, conditions, reservations and restrictions created in this Declaration shall prevail.

**ARTICLE 5.
DECLARANT AND UNIT OWNER COVENANTS**

5.1 Declarant, its successors and assigns, by this Declaration, and all future owners of the "Units," by their acceptance of their deeds, covenant and agree as follows:

a. That the "Common Areas" shall remain undivided, and no owner shall bring any action for partition, it being agreed that this restriction is necessary in order to preserve the rights of the Unit Owner with respect to the operation and management of the Condominium.

b. That the Unit shall be occupied and used by the respective Unit Owner only as a private dwelling for the Unit Owner, his or her family, tenants and social guests and for no other purpose.

c. That each Unit Owner agrees that if any portion of the Common Elements encroaches upon the Units of others, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. In the event a multifamily Building is partially or totally destroyed, and then rebuilt, the owners of Units agree that minor encroachment of parts of the Common Elements due to construction shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist.

d. That an owner of a Unit shall automatically, upon becoming the owner, be a member of the Ivy Woods Condominium Association, and shall remain a member of said Association until such time as his/her ownership ceases for any reason, at which time his/her membership in said Association shall automatically cease.

e. That the owners of Units covenant and agree that the administration of the Condominium and the use of their Units shall be in accordance with the provisions of this Declaration, the Bylaws, and Declaration and Establishment of Easements, Conditions, Reservations and Use Restrictions which are made a part hereof.

f. That each owner, tenant or occupant of a Unit shall comply with the provisions of this Declaration, the Bylaws, Declaration and Establishment of Easements, Conditions, Reservations and Use Restrictions and decisions and resolutions of the Association or its representative, as lawfully amended from time to time, and failure to comply with any such provisions, decisions, or resolutions, shall be grounds for an action to recover sums due, for damages, or for injunctive relief.

g. That this Declaration shall not be revoked or any of the provisions herein amended unless the owners and the mortgagees of all of the mortgages covering the Units agree to such revocation or amendment by duly recorded instruments pursuant to the terms hereof.

h. That no owner of a Unit may exempt himself/herself from liability for his/her contribution towards the Common Expenses by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of his/her Unit.

ARTICLE 6.
AMENDMENT OF DECLARATION

6.1 Amendment Generally.

This Declaration may be amended only in accordance with the procedures specified in Section 3219 of the Act, the other sections of the Act permitting amendment and the express provisions of this Declaration.

6.2 Rights of Secured Lenders.

Subject to the limitations imposed by Section 3221 of the Act and except as set forth below, no material amendment of this Declaration may be made without the prior written approval of Unit Owners, who represent at least 67% of the total allocated votes in the Association and by eligible mortgage holders, i.e. Permitted Mortgagees, who represent at least 51% of the votes of Unit Owners that are subject to mortgages held by eligible mortgage holders. A change to any of the provisions governing the following will be considered as material: (i) voting rights, (ii) responsibility for maintenance and repair, (iii) reallocation of interests in the general or limited common elements or rights to their use, (iv) redefinition of any unit boundaries, (v) convertibility of units into common elements or vice versa, (vi) hazard or fidelity insurance requirements, (vii) imposition of any additional restrictions on the leasing of units; (viii) impositions of any restrictions on a Unit Owner's right to sell or transfer his or her unit, (ix) a decision by the Association to establish self-management, if professional management had been required previously, and (x) restoration or repair of the project (after damage or partial condemnation) in a manner other than that specified in the condominium documents, (xi) except as allowed by the Declarant, expansion or contraction of the Condominium Property, and (xii) terminating or abandoning the Condominium (except for termination or abandonment as a result of a taking of all the Units by eminent domain).

Such approval shall not be required with respect to any Amendment pursuant to Articles 7 or 13 below. 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 material amendment within the meaning of this Article.

ARTICLE 7.
OPTION TO EXPAND THE CONDOMINIUM

7.1 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 Condominium from

time to time in compliance with Section 3211 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. There are no other limitations on this option to add Additional Real Estate to the Condominium.

7.2 Assurances.

Declarant makes no assurances as to location of Buildings or other improvements on the Additional Real Estate. Any Buildings and garages to be constructed on the Additional Real Estate therein shall be compatible in quality, size, materials and architectural style with the Buildings and garages on the Property. Declarant expressly reserves the right to designate garages in the Additional Real Estate that may be subsequently assigned as Limited Common Facilities. There shall be no reallocation of Percentage Interests. All restrictions in this Declaration affecting use, occupancy and alienation of Units shall apply to Buildings, Units and garages created in the Additional Real Estate.

ARTICLE 8.
USE RESTRICTIONS

8.1 Use and Occupancy of Units and Common Elements.

The occupancy and use of the Units and Common Elements shall be subject to the covenants, restrictions, rules and regulations of the Bylaws, and the Declaration and Establishment of Easements, Conditions, Reservations and Use Restrictions, not in conflict with the provisions of this Declaration, concerning the use and enjoyment of the Property, which may be amended 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.

8.2 Covenants Running With the Land.

The covenants, conditions, restrictions, easements, reservations, liens and charges created hereunder or hereby shall run with and bind upon and inure to the benefit of all parties having any right, title or interest in or to all or any part of the Condominium Property, and the Association, and their respective heirs, executors, administrators, successors and assigns.

8.3 Actions.

In addition to any other remedies provided in this Declaration, Declarant, (and/or the Association, and/or each Unit Owner) shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens and charges set forth herein, in the Bylaws, in the Declaration and Establishment of Easements, Conditions,

Reservations and Use Restrictions or in the Association's rules and regulations as may be hereafter promulgated. Failure by Declarant, the Association or by any Unit Owner to proceed with such enforcement shall in no event be deemed a waiver of the right to enforce at a later date the original violation or a subsequent violation, nor shall the doctrine of laches nor any statute of limitations bar the enforcement of any such restriction, condition, covenant, reservation, easement, lien or charge. Further, the Association and each Unit Owner shall have rights of action against each other for failure to comply with the provisions of the Condominium Documents, the Bylaws, the Declaration and Establishment of Easements, Conditions, Reservations and Use Restrictions, and applicable law, and with respect to decisions made pursuant to authority granted thereunder, and the Association shall have the right to assess reasonable charges against the Unit Owner who fails to comply with the same, including the right to assess charges for the costs of enforcement and arbitration. Notwithstanding the foregoing, in the event of any dispute between the Association and any Unit Owner or occupant, other than with regard to assessments, that cannot be settled by an agreement between them, the matter shall first be submitted to arbitration in accordance with and pursuant to the rules of the American Arbitration Association.

8.4 Severability.

Invalidation of any one or more of these covenants, conditions, restrictions or easements by judgment or court order shall in no way affect any other provisions, which provisions shall remain in full force and effect. In the event any language of this Declaration conflicts with mandatory provisions of the Act, the Act's requirements shall prevail and the conflicting language shall be deemed to be invalid and void, provided that such invalidity shall in no way affect any other provisions of this Declaration, which provisions shall remain in full force and effect.

ARTICLE 9. MORTGAGES

9.1 Permitted Mortgages.

A Unit Owner other than the Declarant or the Executive Board may not voluntarily encumber or subject his/her 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 conditions of the Act, this Declaration, the Bylaws, the Declaration and Establishment of Easements, Conditions, Reservations and Use Restrictions and Association rules and regulations 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 or 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 pre-payable, without penalty, upon the happening of any termination of the Condominium or determination not to restore or replace the affected Unit. 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 secretary shall maintain a register of such Permitted Mortgages, showing the names and addresses of the Permitted Mortgagees, the Units secured and the amount secured thereby.

**ARTICLE 10.
RIGHTS OF PERMITTED MORTGAGEES**

10.1 Reports and Notices.

Upon the specific written request of a holder of a Permitted Mortgage on a Unit, or its servicer, to the Executive Board, the Permitted Mortgagee shall be entitled to receive some or all of 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;
- 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 Unit (the repair of which would cost in excess of \$5,000.00) or any part of the Common Elements (the repair of which would cost in excess of \$10,000.00);
- f. Notice of the commencement of any condemnation or eminent domain proceedings with respect to any part of the Property;
- g. Notice of any default by the owner of the Unit which is subject to the Permitted 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;
- i. Notice of any decision by the Executive Board to terminate professional management and assume self-management of the Property; or

j. Notice of any lapse, cancellation, or material modification of any insurance policy maintained by the Executive Board.

The written request of a Permitted 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 11. LEASING

11.1 A Unit Owner may lease or sublease his or her Unit (but not less than the 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) the Unit Owner shall have occupied the Unit; (2) no Unit may be leased or subleased for transient or hotel purposes or for an initial term of less than twelve (12) months; (3) no Unit may be leased or subleased without a written lease or sublease; (4) a copy of such lease or sublease shall be furnished to the Executive Board within ten (10) days after execution thereof; and (5) the rights of any lessee or sublessee of the 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 Declaration and Establishment of Easements, Conditions, Reservations, and Use Restrictions, 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.

ARTICLE 12. BUDGETS; COMMON EXPENSES; ASSESSMENTS AND ENFORCEMENT

12.1 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.

12.2 Subordination of Certain Charges.

Any fees, charges, late charges, fines and interest which may be levied by the Executive Board pursuant to § 3302(a)(10), (11) and (12) of the Act, shall be subordinate to the lien of a Permitted Mortgage on a Unit.

12.3 Surplus.

The budget of the Association shall segregate Limited Common Expenses from General Common Expenses. 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 said Unit Owners under the current fiscal year's budget, and thereafter, until exhausted.

ARTICLE 13.
DECLARANT'S RIGHTS

13.1 Flexible Condominium.

13.1.1 Ivy Woods Condominium is a Flexible Condominium. If and when completion of Ivy Woods Condominium is accomplished, Ivy Woods Condominium will have constructed five (5) buildings, with a total of one hundred ten (110) Units, each of which will contain 2 or 3-bedroom residences. There will be additional Buildings for use as garage facilities.

13.1.2 Phase I of the Flexible Condominium development will be constructed upon the Phase I Property. Declarant hereby reserves the right (hereinafter sometimes referred to as "Option") to create additional Buildings with residential Units and Garage Limited Common Elements within any or all or any part or portions of Additional Real Estate, as described at Exhibit B. The description at Exhibit B will change from time to time by amendment, as Additional Real Estate is added to the Condominium Property.

13.1.3 The Options reserved by the Declarant to add portions of the Additional Real Estate to the Condominium Property pursuant to the terms of the preceding paragraph shall lapse seven (7) years from the date of recordation hereof. Under no circumstances shall the Declarant's Option reserved hereunder terminate prior to the expiration of said seven (7) year period.

13.1.4 Except as provided herein or as may be created by or imposed pursuant to law, there are no limitations on the Declarant's Option to add the Additional Real Estate and the Buildings and garages thereto.

13.1.5 Any portion of the Additional Real Estate may be added at any time during the seven (7) year option period. If any portion of Additional Real Estate is added, none of the remaining portions of Additional Real Estate must be added. The Declarant makes no assurances with respect to the sequence or order of addition of the Additional Real Estate and the garages thereto. However, the proportion of garages to Units, the proportion of Limited Common Elements, the architectural style, quality of construction and principal materials employed in

construction, while not necessarily identical to the Phase I Property, will be compatible between the Phase I Property and the Additional Real Estate.

13.1.6 The maximum number of Units is one hundred ten (110) and the maximum number of garages is one hundred ten (110).

ARTICLE 14. UNIT OWNERS' ASSOCIATION

14.1 Establishment of Association.

The Association will be formed to be and to serve as the Unit Owners' Association of the Condominium. At the recording of Declaration, the Declarant is the sole member of the Association.

14.2 Membership.

Membership in the Unit Owners' Association shall be limited to the Unit Owners, and every person or entity who is or becomes a record owner of a fee or undivided fee simple interest in a Unit is a Unit Owner and shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Unit, and transfer of a Unit shall automatically transfer membership to the transferee.

14.3 Voting Rights.

Each Unit Owner shall be entitled to one vote for each Unit owned in fee simple, and a proportionate part of a vote for ownership of an undivided fee simple interest in a Unit, provided, that unless timely challenged by an owner of a fee simple interest in a Unit, any owner of a fee simple interest in that Unit may cast the entire vote with respect to that Unit.

14.4 Executive Board.

The Executive Board initially shall be those persons named as the members or such other person or persons as may be from time to time be substituted by Declarant.

14.5 Authority.

The Executive Board shall have all authority to manage, maintain, repair, replace, alter and improve the Common Areas and assess and collect funds for the payment thereof, and to do all things, and exercise all rights provided by the Condominium Documents, or the Act, that are not specifically reserved to Unit Owners.

14.6 Control.

a. Until the sixtieth (60th) day after conveyance of twenty-five percent (25%) of Units to Unit Owners other than Declarant, Declarant shall have the right to appoint and remove any and all officers and members of the Executive Board. Declarant may not

unilaterally remove any members of the Executive Board elected by Unit Owners other than Declarant.

b. No later than sixty (60) days after conveyance of 25% of the Units to Unit Owners other than Declarant, not less than 25% of the members of the Executive Board shall be elected by Unit Owners other than Declarant. Not later than sixty (60) days after conveyance of 50% of the Units to Unit Owners other than Declarant, not less than 33 1/3% of the members of the Executive Board shall be elected by Unit Owners Other than Declarant.

c. No later than the earlier of (i) seven (7) years after the date of the recording of this Declaration, or (ii) one hundred twenty (120) days after conveyance of 75% of the Units to Unit Owners other than Declarant, the Unit Owners shall elect an Executive Board of five (5) members, a majority of whom must be by Unit Owners.

d. In determining whether the period of Declarant control has terminated hereunder, or whether Unit Owners other than Declarant are entitled to elect members of the Executive Board, the percentage of the Units conveyed is presumed to be that percentage which would have been conveyed if all the Units the Declarant has built and contemplated, i.e. reserved the right to build in this Declaration, were included in the Condominium.

14.7 Delegation of Authority; Professional Management.

The Executive Board may delegate all or any portion of its authority to discharge its responsibilities to a managing agent. This delegation of authority and responsibility to a managing agent may be evidenced by one or more management contracts which may provide for the payment of reasonable compensation to such managing agent as a Common Expense; provided, however, that any agreement for professional management shall be terminable by the Association for cause on thirty (30) days' written notice; shall be terminable by either party, without cause and without penalty, on ninety (90) days' written notice; shall not exceed three (3) years unless renewed by agreement of the parties for successive one-year periods; and shall be bona fide and commercially reasonable at the time entered into under the circumstances then prevailing. Subject to the foregoing, nothing contained herein shall preclude Declarant, or any other entity designated by Declarant, from being employed as managing agent.

ARTICLE 15. MAINTENANCE AND REPAIR

15.1 Association Responsibility.

The Association, to the extent funds are available for the same, shall maintain and repair the Common Areas, including the Limited Common Areas, and including, but not limited to, utility facilities serving more than one Unit, utility lines in the Common Areas, lawns, shrubs, trees, walkways, parking areas, painting of garage doors and balconies, fireplace stacks, liners and chimneys, and the structural portions and exterior portions of all Buildings which are a part of the Common Areas and that do not constitute part of a Unit; provided, however, that the

Association shall not be required to repair or maintain the patio areas or improvements within them.

15.2 Individual Responsibility.

Each Unit Owner shall repair and maintain the Unit or Units, and all components thereof, including the air conditioning unit, owned by that Unit Owner, perform cleaning, housekeeping, and routine maintenance with respect to the Limited Common Areas appurtenant to that owner's Unit, and repair and maintain (but not paint) that Unit Owner's patio or balcony, if any, and all improvements within it. In the event a Unit Owner shall fail to make such repair or perform such maintenance, or in the event the need for maintenance or repair of any part of the Common Elements or Limited Common Elements is caused by the negligent or intentional act of a Unit Owner or occupant, or is as a result of the failure of any Unit Owner or his/her or its predecessors in title to timely pursue to conclusion a claim under any warranty, express, implied, or imposed by law, the Association may perform the same, and if the cost of such repair or maintenance is not covered by insurance, the cost thereof shall constitute a special individual Unit assessment on the Unit owned by such Unit Owner. The determination that such maintenance or repair is necessary, or has been so caused, shall be made by the Executive Board.

**ARTICLE 16.
LIMITATION OF LIABILITY**

16.1 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 Common 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 of the Building(s), 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 as a result 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 or her 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 for 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 the 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.

ARTICLE 17. INDEMNIFICATION AND DEFENSE OF CLAIMS

17.1 Indemnification.

Each member of the Executive Board, in his or her 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/her in connection with any proceeding in which he/she may become involved by reason of being or having been a member and/or officer of the Executive Board, or any settlement of any such proceeding, whether or not he/she 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 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 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 the conduct was unlawful. The indemnification by the Unit Owners set forth in this Section 17.1. 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 insurance or by vote of the Unit Owners or otherwise.

17.2 Defense of Claims.

Complaints brought against the Association, the Executive Board or the officers, employees or agents thereof in their respective capacities as such, or the Condominium 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.

17.3 Insurance.

The Executive Board shall obtain the following insurance: (1) insurance to satisfy the indemnification obligation of the Association and all Unit Owners as set forth in Section 17.1. above, if and to the extent available; (2) liability insurance in sufficient amounts; (3) hazard and flood insurance, if applicable, in sufficient amounts; and (4) fidelity insurance in sufficient amounts.

ARTICLE 18.

CONDEMNATION, DESTRUCTION, OR LIQUIDATION OF CONDOMINIUMS

18.1 Condemnation, Destruction, or Liquidation of Condominiums.

The Executive Board of the Association shall be appointed attorney-in-fact for the Unit Owners in any proceeding, negotiations, settlements, or agreements concerning the allocation of any losses, awards, or proceeds from the condemnation, destruction, or liquidation of all or a part of the Condominium, or from the termination of the Condominium. The proceeds from any settlement shall be payable to the Association, for the benefit of the Unit Owners and the Permitted Mortgagees and any distribution of funds in connection with the termination of the Condominium shall be made on an equal basis.

ARTICLE 19.

COAL NOTICE

19.1 Coal Notice.

The special warranty deed to be executed by Declarant to convey title to the Unit to Buyer shall include the following notice:

NOTICE: THIS DOCUMENT DOES NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE AND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND, AND THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED OR ACCEPTED OR RESERVED BY THIS INSTRUMENT. (This Notice is set forth

in the manner provided in Section I of the Act of July 17, 1957, P.L. 984, as amended, and is not intended as notice of unrecorded instruments, if any.)

IN WITNESS WHEREOF, the said Lenox Hill, LLC has caused its name to be signed to these presents on this 13th day of December, 2001.

WITNESS:

LENOX HILL, LLC A Pennsylvania limited liability company

Susan K. Albers
SUSAN K. ALBERS

By: Joseph J. Urbancic
Joseph J. Urbancic, President

Doris E. Ardo
DORIS E. ARDO

By: Jerry Davis
Jerry Davis, Vice-President

STATE OF *Ohio* :
 :
COUNTY OF *Cuyahoga* : SS.
 :

I, the undersigned, a Notary Public in and for said State and County aforesaid, do hereby certify that JOSEPH J. URBANCIC, whose name is subscribed to the foregoing Declaration as President of Lenox Hill, LLC, personally appeared before me this day, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

Given under my hand and notarial seal this 13th day of December, 2001.

Doris E. Ardo
Notary Public
My Commission Expires:

DORIS E. ARDO, Notary Public
State of Ohio
My Commission Expires 10-31-03

* * * * *

STATE OF *Ohio* :
 :
COUNTY OF *Cuyahoga* : SS.
 :

I, the undersigned, a Notary Public in and for said State and County aforesaid, do hereby certify that JERRY DAVIS, whose name is subscribed to the foregoing Declaration as Vice-President of Lenox Hill, LLC, personally appeared before me this day, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

Given under my hand and notarial seal this 13th day of December, 2001.

Doris E. Ardo
Notary Public
My Commission Expires:

DORIS E. ARDO, Notary Public
State of Ohio
My Commission Expires 10-31-03

Exhibit A

Legal Description

ALL that certain lot or piece of ground situate in the Township of Ross, County of Allegheny, and Commonwealth of Pennsylvania, being known and designated as Lot No. 3 in the Woistman Plan of Lots, as the same is recorded in the Recorder's Office of Allegheny County, Pennsylvania, in Plan Book Volume 144, Page 136-138.

TOGETHER WITH the rights granted under the Easement Agreement between Chrysler Realty Corporation and Pacific Realty Corporation, dated April 23, 1987, and recorded in Deed Book Volume 7604, Page 73.

TOGETHER WITH the rights granted under the Reciprocal Easement Agreement between Guaranty Holding Corporation, formerly known as Pacific Realty Corporation, and North Hills Associates, Ltd., dated July 20, 1987, and recorded in Deed Book Volume 7604, Page 104, as amended October 1, 1998, in Deed Book Volume 10347, page 569.

TOGETHER WITH a twenty (20) foot non-exclusive right of way recorded in Deed Book Volume 7042, Page 315.

BEING designated as Block 518-E, Lot No. 35 in the Deed Registry Office of Allegheny County, Pennsylvania.

Exhibit B

Additional Real Estate

Exhibit C

Phase I Real Estate

FIRST AMENDMENT TO
AMENDED DECLARATION OF
IVY WOODS CONDOMINIUMS
(a Zaremba Community)

This First Amendment to Declaration of Ivy Woods Condominiums ("First Amendment") is made as of this 21st day of May, 2002 (the "Effective Date"), by LENOX HILL, LLC, a Pennsylvania limited liability company ("Declarant").

Unless otherwise indicated or modified herein, all capitalized terms used herein shall, have the same meanings given to such terms in the Declaration Ivy Woods Condominiums, dated as of December 13, 2001 and recorded on February 5, 2002 in the Office of the Allegheny County Recorder of Deeds in Deed Book Volume 11228, page 054, as amended (the "Declaration").

WITNESSETH:

WHEREAS, Declarant reserved an option to convert to Units, Limited Common Elements, Common Elements or any combination thereof, and all or any portion of the Additional Real Estate described in Exhibit B to the Declaration; and

WHEREAS, additional Buildings and Units have been added to the Ivy Woods Condominium such as to cause there to be a revision to the description of the Additional Real Estate as defined and described in the Declaration.

NOW, THEREFORE, pursuant to the Declaration and the Act, the Declarant hereby declares that:

1. The foregoing preambles are herein incorporated by reference .
2. From and after the Effective Date, the following modifications are hereby made to the Declaration:

(a) Section 1.2.2(i) is hereby amended and restated as follows:

"Convertible Real Estate" means any portion of the Additional Real Estate that may be added to the Condominium at the sole option of the Declarant. The portions of land comprising the Real Estate shall constitute both Convertible Real Estate and Additional Real Estate, as those terms are defined herein, by the Act and described at "Exhibit B-1" attached hereto.

(b) Section 1.2.2(r) is hereby amended and restated as follows:

"Intentionally deleted."

(c) The first sentence in Section 13.1.2 is hereby deleted.

(d) Section 13.1.5 is hereby amended and restated as follows:

"Any portion of the Additional Real Estate may be added at any time during the seven (7) year option period. If any portion of Additional Real Estate is added, none of the remaining portions of Additional Real Estate must be added. The Declarant makes no assurances with respect to the sequence or order of addition of the Additional Real Estate and the garages thereto. However, the proportion of garages to Units, the proportion of Limited Common Elements, the architectural style, quality of construction and principal materials employed in construction, while not necessarily identical to the other Buildings on the Property, will be compatible between the other Buildings and the Additional Real Estate."

3. Certificates of Completion have been recorded for Buildings 3, 4, and 5 therein, and improvements thereon, all of which have been converted from the Convertible Real Estate being designated the Additional Real Estate and these additional Units are acknowledged and the Declaration is hereby amended as follows:

The identifying numbers to each Building and Unit created by Declaration Plats and Plans recorded at Plan Book Volume 232, Page 105, and various Amendments thereafter, last recorded at Plan Book Volume 235, Pages 13-34, are as follows:

<u>BUILDING</u>	<u>UNIT</u>
Building 3	3002
	3003
	3006
	3007
	3010
	3011
	3101
	3102
	3103
	3104
	3105
	3106
	3107
	3108
	3109
	3110
	3111
	3112
	3201
	3202
	3203
	3204
	3205

	3206
	3207
	3208
	3209
	3210
	3211
	3212
Building 4	4002
	4003
	4101
	4102
	4103
	4104
	4106
	4107
	4108
	4202
	4203
	4207
Building 5	5002
	5003
	5101
	5102
	5103
	5104
	5201
	5202
	5203
	5204

4. Building and Units designated above and improvements thereon have been or are hereby converted from the Convertible Real Estate being previously designated Additional Real Estate and additional Units as above indicated, are hereby created.

5. The Additional Real Estate resulting from the conversion of the Buildings and Units referred to herein shall be as described on "Exhibit B-2" attached hereto.

6. Pursuant to Section 2.1 of the Declaration, the percentage interest in the Common Elements in fee simple appurtenant to each Unit, is hereby altered, to nevertheless be equal for each Unit, and the percentage of the relative Common Element interest, relative voting strength in the Association, and relative, common expense liability appurtenant to each Unit is hereby reallocated in accordance with Section 2.1 of the Declaration.

7. The term "Plats and Plans" as used in the Declaration shall henceforth mean: the Plats and Plans originally recorded with the Declaration, and each Amendment thereto, recorded, and which is made a part hereof.

8. TERMS USED HEREIN WHICH ARE NOT DEFINED HEREIN, SHALL HAVE THE MEANINGS ASCRIBED TO THEM IN THE DECLARATION

9. Except as specifically amended hereby, the Declaration shall remain in full force and effect in accordance with its terms.

10. This Amendment shall be incorporated into the Declaration by this reference.

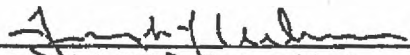
11. Any provision of this First Amendment that is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability shall (to the full extent permitted by law) not invalidate or render unenforceable such provision in any other jurisdiction.

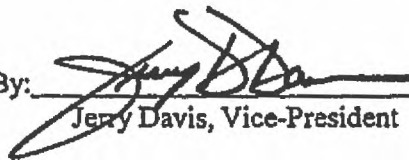
{ Signatures on Following Page }

IN WITNESS WHEREOF, the said Lenox Hill, LLC has caused its name to be signed to these presents on this 21st day of May, 2002.

WITNESS:

LENOX HILL, LLC A Pennsylvania limited liability company

By: 
Joseph J. Urbancic, President

By: 
Jerry Davis, Vice-President

STATE OF OHIO :
 :
 : SS.
 :
COUNTY OF CUYAHOGA :

I, the undersigned, a Notary Public in and for said State and County aforesaid, do hereby certify that JOSEPH J. URBANCIC, whose name is subscribed to the foregoing Declaration as President of Lenox Hill, LLC, personally appeared before me this day, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

Given under my hand and notarial seal this 22nd day of May, 2002.

Doris E. Ardo
Doris E. Ardo
Notary Public, State of Ohio
My Commission Expires 10/31/03

* * * * *

STATE OF :
 :
 : SS.
 :
COUNTY OF :

I, the undersigned, a Notary Public in and for said State and County aforesaid, do hereby certify that JERRY DAVIS, whose name is subscribed to the foregoing Declaration as Vice-President of Lenox Hill, LLC, personally appeared before me this day, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

Given under my hand and notarial seal this _____ day of _____, 2002.

Notary Public
My Commission Expires

STATE OF :
COUNTY OF : SS.
:

I, the undersigned, a Notary Public in and for said State and County aforesaid, do hereby certify that JOSEPH J. URBANCIC, whose name is subscribed to the foregoing Declaration as President of Lenox Hill, LLC, personally appeared before me this day, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

Given under my hand and notarial seal this _____ day of _____, 2002.

Notary Public
My Commission Expires:

* * * * *

STATE OF Georgia :
COUNTY OF Dekalb : SS.
:

I, the undersigned, a Notary Public in and for said State and County aforesaid, do hereby certify that JERRY DAVIS, whose name is subscribed to the foregoing Declaration as Vice-President of Lenox Hill, LLC, personally appeared before me this day, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

Given under my hand and notarial seal this 21 day of May, 2002.

Wade Johnson

Notary Public
My Commission Expires

**Ivy Woods Condominiums
First Amendment to Declaration
Additional Real Estate
Exhibits B-1**

All that certain lot, designated as the Additional Real Estate on the Condominium Plat and Plan Revision 1, made for Lenox Hill, LLC, to be recorded, in Ross Township, Allegheny Co., Pa., being bounded and described as follows:

Beginning at a point at the southwest corner of the said Condominium Plat and Plan, said point being on the northerly line of Johnanna Drive, 50' wide, a private street, said point also being the southeast corner of Lot 2 in the Chrysler Plan of Lots, as recorded in P.B. Vol. 144, Pages 54-55; thence along the easterly line of Lot 2 in the aforesaid Chrysler Plan of Lots, N. 44° 44' 41" W., 217.92' to a point; thence along the northerly line of the aforesaid Lot 2 in the Chrysler Plan of Lots S. 73° 24' 20" W., 23.52' to a point on the easterly line of now or formerly Louis Bluestone; thence along the easterly line of now or formerly Louis Bluestone, N. 29° 38' 40" W., 311.87' to a point being the true point of beginning; thence continuing along the easterly line of now or formerly Louis Bluestone, N. 29° 38' 40" W., 383.14' to a point on the southerly line of property of now or formerly the County of Allegheny of the State of Pennsylvania; thence along the southerly line of property of now or formerly the County of Allegheny of the State of Pennsylvania, N. 89° 55' 50" E. a distance of 692.78' to a point at the northwest corner of the Completed Area of the Ivy Woods Condominium Plat and Plan, as recorded in Plan Book Volume 232, Pages 105-118; thence along the westerly and northerly lines of the Completed Area of the aforesaid Ivy Woods Condominium Plat and Plan, the following sixteen (16) courses and distances, viz: S. 09° 20' 59" W., 90.29' to a point; thence by an arc of a circle deflecting to the right in a southwestward direction having a radius of 19.00', an arc distance of 33.94', to a point; thence by an arc of a circle deflecting to the left in a southeastward direction, having a radius of 75.00', an arc distance of 30.13' to a point; thence S. 88° 40' 30" W., 25.16' to a point; thence S. 05° 53' 00" E. a distance of 53.21' to a point; thence S. 55° 44' 43" W. a distance of 198.29' to a point; thence S. 35° 12' 12" E., 30.50' to a point; thence S. 55° 44' 43" W. a distance of 26.96' to a point; thence N. 35° 12' 12" W., 120.93' to a point; thence S. 54° 47' 48" W., 45.34' to a point; thence N. 29° 38' 11" W., 70.82' to point; thence S. 60° 21' 49" W., 30.50' to point; thence N. 29° 38' 11" W., 11.51' to a point; thence S. 60° 21' 49" W., 52.00' to a point; thence S. 29° 38' 11" E., 31.53' to a point; thence S. 60° 21' 20" W., 121.96' to a point at the true point of beginning.

**DECLARATION AND ESTABLISHMENT OF EASEMENTS,
CONDITIONS, RESERVATIONS AND USE RESTRICTIONS**

IVY WOODS CONDOMINIUM,
a Zaremba Community

LENOX HILL, LLC
Municipality of Ross
County of Allegheny
Commonwealth of Pennsylvania

THIS DECLARATION AND ESTABLISHMENT OF EASEMENTS,
CONDITIONS, RESERVATIONS AND USE RESTRICTIONS made this 18th day of
December 2001, by LENOX HILL, LLC, owner in fee simple of the real estate herein
described.

WITNESSETH:

WHEREAS, LENOX HILL, LLC, (hereinafter "Lenox") is the owner of a parcel
of real estate located in the Municipality of Ross, County of Allegheny and Commonwealth of
Pennsylvania, more fully described as Exhibit "A" attached hereto and incorporated herein by
reference (hereinafter "the Land"); and

WHEREAS, Lenox anticipates developing the Land as a condominium
development to be known as the Ivy Woods Condominium; and

WHEREAS, it is the desire of Lenox to create and declare certain easements,
conditions, reservations and restrictions for the benefit of Lenox, the Association and all owners
of Condominium Units anticipated for the Ivy Woods Condominium development and the Land.

NOW, THEREFORE, with the foregoing recitals being incorporated herein by reference, as though fully set forth at length, and with the intent to be legally bound, Lenox hereby sets forth the following:

ARTICLE I

SUBMISSION

Section 1.1 Lenox, owner in fee simple of the Land described in Exhibit "A" attached hereto, hereby submits said Land to the following easements, conditions, reservations and restrictions stated in Article 3 and Article 4.

ARTICLE 2

DEFINITIONS

Section 2.1 Terms Defined. All capitalized terms used herein shall have ascribed to them the following meanings, unless otherwise defined herein. Capitalized terms not defined herein shall be defined as in the Declaration or Bylaws.

(a) "Association" means the Unit Owners' Association of the Condominium and shall be known as the "Ivy Woods Condominium Association."

(b) "Building(s)" means any building(s) constructed or erected on the Land.

(c) "Common Expenses" means the expenditures made or liabilities incurred by or on behalf of the Association, together with any allocations to reserves, including General Common Expenses and Limited Common Expenses.

(d) "Condominium" means the Ivy Woods Condominium to be formed by filing of a Declaration and related documents.

(e) "Declarant" means Lenox.

(f) "Easement" means any area under or over which a utility line or lines is located or as further specified herein.

(g) "Land" means the real estate described at Exhibit "A" attached hereto.

(h) "Limited Common Elements" means a portion of the Common Elements described as such in the Act, in the Declaration of Condominium for Ivy Woods, LLC and herein and as shown on the Plats and Plans for the exclusive use of one or more but fewer than all the Units.

(i) "Lot" means a lot as described in the Plats and Plans.

ARTICLE 3

EASEMENTS

Section 3.1 Easements. Declarant hereby creates the following easements in the Land:

(a) Easement for Sales Offices, Management Offices and Models. Declarant shall have the right to maintain sales offices, management offices and models on the Land and to relocate such models, management offices from time to time anywhere within the Land.

(b) Easement for Advertising Signs. Declarant shall have the right to maintain on the Land such advertising signs as Declarant in its sole discretion may deem appropriate, provided that such signs comply with applicable governmental requirements. Declarant may from time to time relocate such advertising signs on the Land. .

Section 3.2 Utility Easements. The Land shall be, and is 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 Land. The easements created in this Section 3.2 shall include, without limitation, rights of Declarant, or the providing utility 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 Lots, street rights-of-way and Common Elements.

Notwithstanding the foregoing provision of this Section 3.2, unless approved in writing by the Unit Owner or Unit Owners affected thereby, any such easements through a Lot shall be located either in substantially the same location as such facilities or similar facilities existed at the time of first conveyance of the Lot by the Declarant, or as shown on the Plats, or so as not to materially interfere with the use or occupancy of the Lot or any Building by its occupants.

Section 3.3 Easement for Access to Real Estate. Declarant reserves a nonexclusive perpetual right of access and easement on, over and under those portions of the Common Elements for the purpose of pedestrian and vehicular ingress, egress and regress to all or any part of the Land, including the right to modify the location of improvements to the Common Elements to facilitate such ingress, egress, and regress, including without limitation the removal of obstructions to the exercise of such rights of ingress, egress, and regress, and the grading or regrading of landscaped areas of the Common Elements.

Section 3.4 Declarant's Easement to Correct Drainage. Declarant reserves an easement on, over and under those portions of the Common Elements for the purpose of maintaining and correcting drainage of surface water in order to maintain reasonable standards of health, safety and appearance. The easement created by this Section 3.4 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.

Section 3.5 Declarant's Easement for Development of Land. 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 Land. 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.

Section 3.6 Easement for Use of Unit Owners in the Land.

(a) Each Unit Owner shall have an easement and right-of-way in the Land for the following purposes:

(1) to permit ingress, egress, and regress for persons, motor vehicles, equipment, material and supplies to and from any of the Land owned by Declarant and over the IVY WOODS Condominium as described on the Plats and Plans.

(2) to permit the installation, maintenance, service, repair and replacement of public or private utilities for the use of Unit Owners.

(3) to provide access to and enjoyment in common with others of the Common Elements.

(b) Extent of Easement. The rights and easements of access and enjoyment created hereby shall be subject to the right of the Ivy Woods Condominium Association to be hereinafter created, to adopt rules and regulations governing the use of the easements herein granted to Unit Owners.

ARTICLE 4

USE RESTRICTIONS, RULES AND REGULATIONS

The Condominium use restrictions hereinafter enumerated shall be deemed in effect until amendment by the board members of the Association (hereinafter the "Executive Board") and shall apply to and be binding upon all present and future Unit Owners, mortgagees, lessees and occupants of the Units and Common Elements and their agents, employees, invitees and any other person or entity who or which may use the same. The Unit Owners shall at all times obey said use restrictions, rules and regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, agents, representatives, lessees and persons over whom they exercise control and supervision. Capitalized terms in this Article shall refer to terms defined in the Declaration or Bylaws of the IVY WOODS Condominium. Said use restrictions, rules and regulations are subject to further restrictions that may be set forth in the Bylaws. Use restrictions, rules and regulations are as follows:

Section 4.1 The walks, entrances, and all of the Common Elements must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from a Unit.

Section 4.2 The personal property of all Unit Owners shall be stored within their Units.

Section 4.3 The Common Elements and Limited Common Elements shall be kept free and clear of rubbish, debris and other unsightly material.

Section 4.4 Refuse and garbage shall be placed in the designated refuse removal containers and disposed of in accordance with the local ordinances.

Section 4.5 Employees of the Executive Board shall not be used to perform any function or service except that for which they are so employed.

Section 4.6 No Unit Owner shall make or permit any disturbing noises by himself or herself, his or her family, servants, employees, agents, representatives, visitors, licensees and tenants, nor do or permit anything to be done by such persons that will interfere with the rights, comforts or convenience of the Unit Owners. No Unit Owners shall play upon, or suffer to be played upon, any musical instrument, or operate or suffer to be operated, a phonograph, television set, radio or sound amplifier, in his or her Unit in such manner as to disturb or annoy other residents. No Unit Owner shall conduct or permit to be conducted, vocal or instrumental instruction at any time in such a manner as to disturb or annoy other residents.

Section 4.7 No radio or television aerial, antenna or wiring shall be installed without the written consent of the Executive Board. No satellite dish shall be permitted, except that an antenna that is designed to receive direct-to-home satellite broadcast signals (collectively, "Permitted Antennas") shall be permitted on Units, subject to such reasonable requirements as to location and screening as may be set forth by the Executive Board, consistent with applicable law, and in order to minimize obtrusiveness as viewed from streets and adjacent property. Declarant and/or the Association shall have the right, without obligation, to erect an aerial, satellite dish, or other apparatus for a master antenna, cable, or other communication system for the benefit of all or a part of Ivy Woods Condominium. The Executive Board may remove, without notice, any aerial antenna or wiring erected or installed without the written consent of the Executive Board. The Unit Owner for whose benefit the installation was made will be liable for the total cost of removal of such aerial, antenna or wiring.

Section 4.8 Except as otherwise permitted in the Declaration, no sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed, in, on or upon any part of the Condominium Property including, without limitation, in or upon Limited Common Elements, or on or upon any part of a Unit by any Unit Owner or occupant.

Section 4.9 No awning, canopy, shutter or other projection shall be attached to or placed upon the outside walls or roof of a Building, without the prior written consent of the Executive Board. Nothing shall be placed on or in or projected from the exterior doors, Unit entrance doors, windows or window sills, including, without limitation, awnings, air conditioners, ventilators or fans or projected from Limited Common Elements. No improvements, such as hot tubs or jacuzzis, may be affixed to or installed in or on balconies,

patios or in or on the Common Elements or Limited Common Elements without prior written consent of the Executive Board. No additions to or extensions of any Unit which shall change the vertical and horizontal boundaries of such Unit shall be permitted.

Section 4.10 The Executive Board may require the removal of any interior blinds, shades, screens, decorative panels, window or door coverings attached to or hung, or used in connection with any window or door in a Unit, in such manner as to be visible to the outside of the Building, if the same, in the sole discretion of Executive Board, are offensive or inappropriate in appearance.

Section 4.11 No nuisances shall be allowed upon the Land nor any use or practice which is the source of nuisances to occupants or which interferes with the peaceful possession and proper use of the Land by its residents. No Unit Owner shall permit any use of his/her Unit or make any use of the Common Elements which will increase the rate of insurance upon any part of the Land.

Section 4.12 No immoral, improper, offensive or unlawful use shall be made of the Land or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.

Section 4.13 Only normal household pets will be permitted in the Units. In no event shall any pet be permitted in any outside area to run freely and must be leashed under supervision at all times. In no event shall any pet be permitted to be chained, tied or otherwise restrained to any portion of the Common Elements or Limited Common Elements. No lines, chains, dog houses or other pet shelters shall be permitted on any portion of the Common Elements or

Limited Common Elements. All pets must be properly licensed and vaccinated. No Unit Owner shall permit his or her animal to disturb any other Unit Owner. If the pet becomes a nuisance to any of the Unit Owners, then upon written application to the Executive Board if a majority of the Executive Board shall so vote, the Executive Board shall order the permanent removal of the pet from the Land, and the owner of said pet shall permanently remove said pet within fifteen (15) days after receipt of such order. Replacement and/or repair of shrubbery, grass, trees, etc. due to damage by a pet will be at the cost of the owner of said pet.

Section 4.14 All appliances and electrical equipment of any kind and all appliances of every kind, however powered, installed or used in a Unit shall comply with all rules, requirements, regulations and recommendations of all public authorities and boards of fire underwriters having jurisdiction.

Section 4.15 Drains, water closets, baths, showers and the like shall not be used for any purpose other than that for which designed, nor shall any sweepings, rubbish, rags or any other improper articles be thrown into the same. The cost of repairing any damage to any Building resulting from any such misuse shall be borne by the Unit Owner of the Unit where the misuse occurred.

Section 4.16 No Unit Owner shall bring or shall permit or suffer to be brought into or kept in a Unit any highly flammable or combustible, or any explosive or otherwise extra-hazardous, fluid, material, chemical or substances except those in common use for ordinary household purposes.

Section 4.17 Any complaints regarding the maintenance and condition of the Common Elements or the actions of the Executive Board or its officers, agents, employees or independent contractors, or of any other Unit Owner or any members of his/her family, guests, employees or independent contractors, shall be made in writing to the Executive Board or the manager either of which shall be permitted (except in emergencies) a reasonable time in which to study and act upon the complaint before any other action is taken by the Unit Owner.

Section 4.18 Any consent or approval given by the Executive Board or the manager under these rules may be revoked or modified at any time.

Section 4.19 The Unit Owner is responsible for the maintenance and repair of his/her garage door, garage opener and the inside of the garage. The painting and maintenance of the exterior of the garage including the painting of the garage door (but not the maintenance of the garage door) is the responsibility of the Executive Board.

Section 4.20 Trees and shrubbery may be planted by a Unit Owner in the planting areas in front, rear or side, as applicable to the Unit, with prior written approval of the Executive Board. Maintenance of the items planted is the responsibility of the Unit Owner, except to the extent that the Association elects to assume maintenance. The Executive Board may, at its option, regulate all landscaping at the Condominium, and provide for maintenance of all such landscaping. Seasonal flowers planted by an Unit Owner in designated planting areas will be removed at the end of the growing season.

Section 4.21 Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on the Land, or contents thereof, applicable for

residential use, without the prior written consent of the Executive Board, which consent may be conditioned upon the Unit Owner of such Unit being required to bear the full amount of such increase. No Unit Owner shall permit anything to be done or kept in his/her Unit or in the Common Elements or Limited Common Elements which will violate any law, statute, ordinance or regulation of any governmental body or which will result in the cancellation of any insurance maintained by the Executive Board. No waste shall be committed in the Common Elements or Limited Common Elements.

Section 4.22 Each Unit Owner shall be responsible for his/her own insurance on the contents of the Unit, his/her additions and improvements thereto, including decorating and furnishing thereof, and all of his/her personal property therein and his/her personal property stored elsewhere on the Land. In addition, each Unit Owner will be personally liable for damages to the extent coverage is not provided by the liability insurance for all of the Unit Owners obtained as part of the Common Expenses as herein provided.

Section 4.23 The use of all common areas shall be limited to parking of two (2) automobiles per Unit, currently licensed, inspected and in operating condition. No commercial trucks, trailers, commercial vans, motorcycles or recreational vehicles may park in those common areas. No repairs, except minor repairs taking less than twenty-four (24) hours, may be made to automobiles in any of the common areas.

Section 4.24 There shall be no parking in the street by residents. Violation of the provisions of this rule by a Unit Owner may result in a written notice from the Executive Board to the Unit Owner giving the Unit Owner five (5) days to conform with the provisions of this rule

or remove the vehicle from the premises. The street(s) within the Condominium are and will be private roads. The street(s) will not be dedicated to the Municipality.

Section 4.25 The following equipment shall not be installed in the Common Elements except by the Association, or as specifically permitted by the Executive Board: swings, swingsets, seesaws, slides, gymsets, playhouses, wading pools, sand boxes, other children's play equipment, or similar items.

Section 4.26 No lease term may be for less than one year and occupancy must be limited to a single family unit, and to not more than two persons per one bedroom; and to not more than four persons per a two-bedroom unit. The form of each lease must be approved in writing by the Executive Board. The secretary of the Executive Board shall have on file by Unit number, a duplicate copy of each fully executed lease. The Executive Board may prescribe the form of lease to be utilized for each rental of a Unit. There shall be no subleasing without prior approval of the Executive Board.

Section 4.27 No accessory buildings or structures, including without limitation, fences, utility sheds, enclosures for animals, clotheslines, clothespoles, or the like shall be permitted.

If any Unit Owner shall willfully violate any of the provisions of the Bylaws or this Declaration and Establishment of Easements, Conditions, Reservations and Use Restrictions, the Executive Board may provide the Unit Owner with a written five (5) day notice to cease such violation. If the Unit Owner should fail to comply with the terms of the notice the Executive Board may levy a reasonable fine beginning on the sixth (6th) day of the notice and continuing

until such time as the Unit Owner complies with the section of the Bylaws or this Declaration violated. The daily fine may not exceed 1/12th of the annual assessment.

ARTICLE V

COAL NOTICE

Section 5.1 The special warranty deed to be executed by Declarant to convey title to the Unit to Buyer shall include the following notice:

NOTICE: THIS DOCUMENT DOES NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE AND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND, AND THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED OR ACCEPTED OR RESERVED BY THIS INSTRUMENT. (This Notice is set forth in the manner provided in Section I of the Act of July 17, 1957, P.L. 984, as amended, and is not intended as notice of unrecorded instruments, if any.)

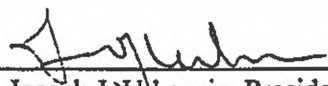
IN WITNESS OF, the said LENOX HILL, LLC, has caused its name to be signed to these presents on this 18th day of December, 2001.

ATTEST:

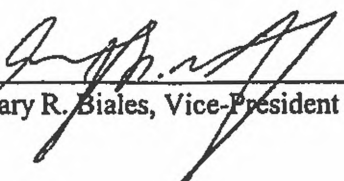


Barbara VonBenken, Secretary

LENOX HILL, LLC

By: 

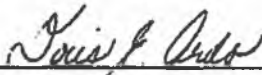
Joseph J. Urbancic, President

By: 

Gary R. Biales, Vice-President

STATE OF OHIO)
)
COUNTY OF CUYAHOGA) ss.

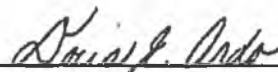
BEFORE ME, the undersigned Notary Public, in and for said County and Commonwealth, Personally appeared JOSEPH J. URBANCIC, who, being duly sworn according to law, deposes and says that he is the PRESIDENT of LENOX HILL, LLC, a Delaware limited liability company, and as such and being authorized to do so, executed the foregoing instrument for the purposes contained therein.



Notary Public
My Commission Expires: DORIS E. ARDO, Notary Public
State of Ohio
My Commission Expires 10-31-03

STATE OF OHIO)
)
COUNTY OF CUYAHOGA) ss.

BEFORE ME, the undersigned Notary Public, in and for said County and Commonwealth, Personally appeared GARY R. BIALES, who, being duly sworn according to law, deposes and says that he is the VICE PRESIDENT of LENOX HILL, LLC, a Delaware limited liability company, and as such and being authorized to do so, executed the foregoing instrument for the purposes contained therein.



Notary Public
My Commission Expires: DORIS E. ARDO, Notary Public
State of Ohio
My Commission Expires 10-31-03

Exhibit A

Legal Description

ALL that certain lot or piece of ground situate in the Township of Ross, County of Allegheny, and Commonwealth of Pennsylvania, being known and designated as Lot No. 3 in the Woistman Plan of Lots, as the same is recorded in the Recorder's Office of Allegheny County, Pennsylvania, in Plan Book Volume 144, Page 136-138.

TOGETHER WITH the rights granted under the Easement Agreement between Chrysler Realty Corporation and Pacific Realty Corporation, dated April 23, 1987, and recorded in Deed Book Volume 7604, Page 73.

TOGETHER WITH the rights granted under the Reciprocal Easement Agreement between Guaranty Holding Corporation, formerly known as Pacific Realty Corporation, and North Hills Associates, Ltd., dated July 20, 1987, and recorded in Deed Book Volume 7604, Page 104, as amended October 1, 1998, in Deed Book Volume 10347, page 569.

TOGETHER WITH a twenty (20) foot non-exclusive right of way recorded in Deed Book Volume 7042, Page 315.

BEING designated as Block 518-E, Lot No. 35 in the Deed Registry Office of Allegheny County, Pennsylvania.

IVY WOODS CONDOMINIUM ASSOCIATION
POLICY RESOLUTION
RECORDINGS AT MEETINGS

The Board of Directors of the Ivy Woods Condominium Association, pursuant to authority vested by the Bylaws, Article 3, Section 3.5, hereby adopts this resolution:

Recording (by video or by audio or by other electronic means) is prohibited relative to any Board Meetings except under the direction of the Secretary of the Board for the express purpose of assuring accuracy when preparing the official Minutes of the Board Meetings.

This policy was adopted by the Board of Directors on October 14, 2015.