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PINNACLE DEVELOPMENT LLC
PINNACLE DEVELOPMENT LLC
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RECORDER OF DEEDS

CONDOMINIUM DECLARATION

for

THE IVY RIDGE CONDOMINIUM,
a Sub-Planned Flexible Pennsylvania Condominium

PURSUANT TO THE PROVISIONS OF THE PENNSYLVANIA
UNIFORM CONDOMINIUM ACT, 68 Pa. C.S. §3101 et. seq.

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CONDOMINIUM DECLARATION FOR
THE IVY RIDGE CONDOMINIUM

This Declaration is made this 15th day of January, 2009 by Pinnacle Development, LLC, a Pennsylvania limited liability company with its principal offices at 2121 Old Gatesburg Road, Suite 200, State College, PA 16803, Pinnacle Development 2, LLC, a Pennsylvania limited liability company with its principal offices at 2121 Old Gatesburg Road, Suite 200, State College, PA 16803, and Pinnacle Development 2/ Gregory Limited Liability Company I Joint Venture, a Pennsylvania joint venture with its principal offices at 2121 Old Gatesburg Road, Suite 200, State College, PA 16803.

ARTICLE I
SUBMISSION; DEFINED TERMS

Section 1.1 Declarant; Property; County; Name. **Pinnacle Development, LLC, Pinnacle Development 2, LLC,** legal owners, and **Pinnacle Development 2/ Gregory Limited Liability Company I Joint Venture,** equitable owner (hereinafter collectively referred to as "Declarant"), owner in fee simple of the Real Estate described on Exhibit "A" attached hereto, located in **Patton Township, Centre County**, 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 Flexible Sub-Planned Condominium, to be known as **The Ivy Ridge Condominium** (hereinafter the "Condominium"). The Property identified herein in Exhibit "A" shall be held as a Sub-Planned Development pursuant to the terms of this Declaration and the Master Declaration identified in Section 1.3, known as The Village at Penn State Master Planned Unit Development.

Section 1.2 Easements and Licenses. Included among the easements, rights and appurtenances referred to in Section 1.1 above are the following recorded easements and licenses, and the Real Estate is hereby submitted to the Act:

1.2.1 Right-of-way to the Bell Telephone Company as recorded July 8, 1939 in Miscellaneous Book 30, Page 240.

1.2.2 Right-of-way to the Bell Telephone Company as recorded February 1, 1967 in Miscellaneous Book 98, Page 43.

1.2.3 Right-of-way to the Bell Telephone Company as recorded April 17, 1969 in Miscellaneous Book 105, Page 653.

1.2.4 Declaration of Protective Covenants to run for 35 years as recorded May 2, 1969 in Miscellaneous Book 105, Page 987.

1.2.5 Right-of-way to the Bell telephone Company as recorded June 9, 1972 in Miscellaneous Book 117, Page 410.

1.2.6 Deed of Dedication to Toftrees Homeowners Association, Inc. as recorded August 19, 1970 in Deed Book 318, Page 454.

1.2.7 Deed of Dedication to Toftrees Homeowners Associations, Inc. as recorded May 21, 1975 in Deed Book 353, Page 263.

1.2.8 Deed of Dedication to Township of Patton as recorded January 27, 1972 in Deed Book 328, Page 509.

1.2.9 Clean & Green Applications as recorded January 13, 1995 in Clean and Green Book 6, Page 289.

1.2.10 Easements, covenants, conditions and set-back lines shown on Land Disposition and Subdivision Map of a Portion of Lands of Federated Home and Mortgage Co., Inc. as recorded October 4, 1985 in Plat Book 34, Page 116.

1.2.11 Portion of a right-of-way from the extension of Toftrees Avenue as recorded in Deed Book 674, Page 128.

1.2.12 Twenty Foot (20') wide sanitary sewer easement as recorded in Deed Book 674, Page 128.

1.2.13 Fifteen Foot (15') wide right-of-way for ingress and egress to Bruce and Susan Heim as described in Deed Book 396, Page 196 and Deed Book 674, Page 128.

1.2.14 Fifteen Foot (15') wide water line easement as described in Deed Book 275, Page 114 and Deed Book 275, Page 114 and Deed Book 274, Page 128.

1.2.15 Affidavit of Edward M. Mittleman, former Trustee of the Siegland Irrevocable Trust Agreement dated November 11, 1992 recorded in Miscellaneous Book 186, Page 1030.

1.2.16 Affidavit of Robert N. Levy appointing Judith O. Sieg, as Co-trustee under the Siegland Irrevocable Trust under Trust Agreement dated November 11, 1992 in Miscellaneous Book 188, Page 303.

1.2.17 UNDER AND SUBJECT to that portion of a right-of-way for the extension of Toftrees Avenue as more fully shown on the above-mentioned Land Disposition Map.

1.2.18 Preliminary/ Final Subdivision Plan for Phase 6, 7, & 8 for The Village at Penn State prepared by PennTerra Engineering, Inc., dated January 2, 2008 and recorded July 9, 2008 in Plat Book 81 at Page 35.

1.2.19 Preliminary/Final Land Development Plan for Phase 7 (Lots 701 through 704) for The Village at Penn State prepared by Penn Terra Engineering, Inc. dated March 4, 2008 and recorded July 25, 2008 in Plat Book 81 at Page 49.

1.2.20 Preliminary/Final Land Development Plan for Phase 8 (Lots 801 thru 805) for the Village at Penn State prepared by Penn Terra Engineering, Inc. dated March 4, 2008 and recorded July 25, 2008 in Plat Book 81 at Page 50.

1.2.21 Any restrictions on use, occupancy and alienations contained within the Master-Planned Unit Development Declaration known as The Village at Penn State as well as this Declaration.

1.2.22 Any restrictions on use, occupancy and alienations contained within the By-Laws of the Master Planned Unit Development known as the Village at Penn State as well as the Bylaws of The Ivy Ridge Condominium Homeowners Association, Inc.

Section 1.3 Relationship with Master Planned Unit Development. This Condominium Declaration is intended to be a Sub-Planned Condominium Development under the Master Planned Unit Development known as The Village at Penn State (hereinafter "Master Association") pursuant to the Declaration of Planned Community of the Village at Penn State as recorded in the Office of the Recorder of Deeds in and for Centre County, Pennsylvania in Record Book 1596, Page 441, hereinafter incorporated by reference.

As contained in the Master Planned Unit Development Declaration of The Village at Penn State, the Declarant will create Sub Planned Unit Developments and Condominiums, such as Ivy Ridge, as the overall development progresses. It is the intent of the Developer that all Common Elements and Common Facilities as defined in the Master Declaration are to be used by all the Units of this Sub-Planned Condominium Development and Master Planned Unit Development and shall be administered by the terms and conditions of the Master Planned Unit Development Declaration and the By-Laws created pursuant thereto. Further, the individual Sub Planned Unit Developments, such as Ivy Ridge, will further have a homeowners association to possess, control, maintain and assess the cost of the Common Area and Limited Common Area expenses within their respective Sub-Planned Developments.

Section 1.4 Defined Terms. Capitalized terms not otherwise defined herein or in the Plats and Plans shall have the meanings specified or used in the Act.

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

a. "Association" means the Unit Owners Association of the Condominium and shall be known as **The Ivy Ridge Condominium Homeowners Association, Inc.**, a Sub-Planned Pennsylvania Condominium, and the Association as defined in the Master Planned Unit Development Declaration, known as The Village at Penn State hereinafter designated as the "Master Association."

b. "Building(s)" means any structures depicted on the Plats and Plans of this Declaration and any structures depicted in the Plats and Plans of the Master Planned Unit Development Declaration.

c. "Common Elements" means each portion of the Condominium other than conveyed with a Unit. It also means the same as defined in the Master Planned Unit Development Declaration.

d. "Common Expense Liability" means the same as defined in the Master Planned Unit Development Declaration which shall control and be defined by the Executive Board of the Master Association whose interpretations shall be final and binding.

e. "Common Expenses" means the expenses or financial liabilities for the operation of the Common Elements and the Association. These include:

(i) Expenses of administration, maintenance, repair or replacement of the Common Elements;
(ii) Expenses declared to be Common Expenses by the Condominium Documents or the Act;
(iii) Expenses agreed upon as Common Expenses by the Association;
(iv) Such reasonable reserves, as may be established by the Association, whether held in trust or by the Association for repair, replacement or addition to the Common Elements or any other real or personal property acquired or held by the Association.
(v) Expenses as defined in the Master Planned Unit Development Declaration.

f. "Common Facilities" means the same as defined in the Master Planned Unit Development Declaration which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.

g. "Controlled Facilities" means the same as defined in the Master Planned Unit Development Declaration which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.

h. "Condominium" means the Condominium described in Section 1.1 above.

i. "Condominium Documents" consist of this Declaration, including the Plats and Plans, the By-Laws, the Public Offering Statement and any Rules and Regulations.

j. "Convertible Real Estate" means the same as defined in the Master Planned Unit Development Declaration, which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.

k. "Declarant" means the Declarant described in Section 1.1 above and all successors to any Special Declarant Rights and as further defined under the Act. It also means the same as defined in the Master Planned Unit Development Declaration.

l. "Declarant Control Period" means the time period commencing on the date of recordation of this Declaration and ending on the earlier of:

   (i) Seven (7) years after the date of the first conveyance of a Unit to a Unit Owner other than the Declarant; or
   (ii) One hundred eighty (180) days after the conveyance of seventy-five percent (75%) of the Units to Unit Owners other than the Declarant.

m. "Declaration" means this document, as the same may be amended from time to time. It also means the same as defined in the Master Planned Unit Development Declaration.

n. "Eligible Mortgage" means a first mortgage to
   (i) the Declarant;
   (ii) the Seller of a Unit;
   (iii) a bank, trust company, savings bank, savings and loan association, mortgage service company, insurance company, credit union, pension fund, real estate investment fund or like institutional investor or lender; and
   (iv) any other mortgage approved by the Executive Board, or a junior mortgage which is approved by the Executive Board.

A holder, insurer or governmental guarantor of an Eligible Mortgage is referred to herein as an "Eligible Mortgagee"

o. "Executive Board" means the Executive Board of the Association. It also means the same as defined in the Master Planned Unit Development Declaration.

p. "Flexible Planned Community" means the same as defined in the Master Planned Unit Development Declaration which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.

q. "Flexible Condominium" means a Condominium containing Withdrawable or Convertible Real Estate, a Condominium to which Additional Real Estate may be added, or a combination thereof.

r. "Horizontal Boundaries" means the upper and lower boundaries of a Unit.

s. "Identifying Number" means a symbol that identifies only one Unit in a Condominium. It also means the same as defined in the Master Planned Unit Development Declaration.

t. "Limited Common Elements" means the portion of the Condominium designated herein as shown on the Plats and Plans. The portions of the Common Elements allocated for the exclusive use of one or more but fewer than all of the Units by the Declaration or the Act. It also means the same as defined in the Master Planned Unit Development Declaration.

u. "Limited Common Expenses" means the Common Expenses incurred for maintenance, repair and/or replacement of certain Limited Common Elements which, pursuant to Section 4.1 and 4.2 of this Declaration, are to be assessed against all the Unit Owners of the Association pursuant to their Percentage Interest as set forth in Exhibit "E". It also means the same as defined in the Master Planned Unit Development Declaration.

v. "Limited Common Facility" means the same as defined in the Master Planned Unit Development Declaration which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.

w. "Limited Controlled Facility" means the same as defined in the Master Planned Unit Development Declaration which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.

x. "Majority or Majority of Unit Owners" mean the owners of more than fifty percent (50%) of the votes in the Association.

y. "Party Wall" means a wall located at the perimeter of a Unit, which is a common wall shared with an adjacent Unit.

z. "Percentage Interest" means the allocation of a fraction or percentage of undivided ownership interest in the Common Elements and in the Common Expenses of the Association appurtenant to each Unit as set forth in Exhibit "E" attached hereto.

aa. "Perimeter Wall" means any wall located at, or within, the perimeter of a Unit, which wall is part of the Unit and which coincides with the exterior of a building.

bb. "Planned Community" means the same as defined in the Master Planned Unit Development Declaration which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding. For purposes of this Declaration, Sub Planned Unit Development shall include a Condominium.

cc. "Plats and Plans" means the Declaration Plat attached hereto as Exhibit "D" and made a part hereof. It also means the same as defined in the Master Planned Unit Development Declaration.

dd. "Property" means the land and all improvements, easements, rights and appurtenances which have been submitted to the provisions of the Act by this Declaration.

ee. "Public Offering Statement" means the current document prepared pursuant to Section 3402 of the Act as it may be amended from time to time and provided to purchasers prior to the time of execution of a binding purchase agreement.

ff. "Purchaser" means the same as defined in the Master Planned Unit Development Declaration, which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.

gg. "Real Estate" means the same as defined in the Master Planned Unit Development Declaration which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.

hh. "Reserved Common Elements" means portions of the Common Elements of the Condominium which the Executive Board may designate as such from time to time pursuant to Section 3.3 hereof.

ii. "Special Declarant Rights" means Special Declarant Rights as defined in Section 3103 of the Act and such additional rights reserved for the benefit of the Declarant as set forth in the "Condominium Documents".

jj. "Sub Planned Unit Development" or "Sub Planned Development" means the same as defined in the Master Planned Unit Development Declaration, which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.

kk. "Unit" means a Unit as described herein and in the Plats and Plans.

ll. "Unit Owner" means the same as defined in the Master Planned Unit Development Declaration which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.

mm. "Withdrawable Real Estate" means the same as defined in the Master Planned Unit Development Declaration which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.

ARTICLE II
ALLOCATION OF PERCENTAGE INTERESTS, VOTES AND COMMON EXPENSE LIABILITIES; UNIT IDENTIFICATION AND BOUNDARIES

Section 2.1 Percentage Interests. Attached as Exhibit "E" hereto is a list of all Units by their Identifying Numbers and the Percentage Interest appurtenant to each Unit. The Percentage Interest appurtenant to each Unit is a fraction, the numerator of which is the particular Unit and the denominator of which is the total number of Units within the Condominium.

Section 2.2 Allocation of Percentage of Common Expenses owed to the Master Planned Unit Development. The Percentage Interest used to determine the Common Expense Liabilities of any Sub Planned Unit Development to the Master Planned Unit Development shall be determined by creating a fraction, the numerator of which is all units of any one particular Sub Planned Unit Development and the denominator of which is the total of Units within all the Sub Planned Unit Developments.

Section 2.3 Unit Boundaries. The title lines or boundaries of each Unit are situated as shown on the Plats and Plans. Each Unit consists of the area between party walls, floors

and ceilings, and does not include any portion of the exterior or roof of the building.

Each Unit includes all utility and service pipes, lines, drains, cables, conduits or other facilities, located within the boundaries of the Unit, and serving only that Unit. Each Unit shall include the items within the title lines described in paragraphs (1) and (3) of Section 3202 of the Act which are appurtenant to the Unit.

2.3.1 Declarant reserves the right to relocate the boundaries between adjoining Units owned by Declarant and to reallocate between Units their Common Element Interest, votes in the Association and Common Expense Liabilities by amendment to the Declaration in accordance with Section 3214 of the Act.

Section 2.4 Allocation of Unit Owner's Voting Rights. Each Unit Owner shall be entitled to one (1) vote in the Association per Unit owned. Where the ownership of a Unit is in more than one (1) person, the person who shall be entitled to cast a vote of such Unit shall be the person named in a certificate executed by all of the owners of such Unit and filed with the Secretary or in the absence of such named person from the meeting, the person who shall be entitled to cast the vote of such Unit shall be the person owning such Unit who is present. If more than one person owning such Unit is present, then such a vote shall be cast only in accordance with their unanimous agreement pursuant to Section 3310(a) of the Act. There shall be deemed to be unanimous agreement if any one of the multiple owners casts the vote allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the other Unit Owners. Such certificate shall be valid until revoked by a subsequent certificate similarly executed.

Section 2.5 Flexible Condominium and Maximum Number of Units. The maximum number of Units that may be created by the Declarant pursuant to Section 3215(c) of the Act is eighty-four (84).

It is the Declarant's intention to submit this development in multiple phases. Phase One shall contain thirty (30) single-family semi-attached duplex residential dwelling Units on 4.445 +/- acres.

All Units created herein shall be single-family semi-attached duplex residential dwelling Units.

ARTICLE III
ALLOCATION AND RESTRICTION OF COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

Section 3.1 Limited Common Elements.

3.1.1 The following portions of the building are hereby designated as Limited Common Elements:

a. The water line, sewer line, utility lines and interior plumbing serving the Unit not located within the title lines or boundaries of the Unit.
b. Decks, patios and porch areas, if any, attached to each Unit as defined on the Declaration Plat.
c. Exterior pole lighting.
d. Driveways from the public roadways to the individual Units.
e. Those areas indicated on the Declaration Plat attached hereto.

Section 3.2 Common Elements. The Common Elements of the Condominium include, but are not limited to, the following:

a. Sidewalks within the Condominium not dedicated to the township.
b. The exterior of the Buildings including the roofs, plus all curtilage and landscaping directly appurtenant to the Property, but specifically excluding any doors or windows.
c. Unit 805 Open Space and entrance sign.
d. All additional Open Space, including landscaping and the Buffer Yard indicated on the Declaration Plat.
e. All stormwater management areas and easements not dedicated to the township.
f. Those areas indicated on the Declaration Plat attached hereto.

The Common Elements of the Master Association shall be the same as Article III, Section 3.1, Section 3.2, Section 3.3, Section 3.4, Section 3.5 and Section 3.10 of the Master Planned Unit Development Declaration.

Section 3.3 Reserved Common Elements. Reserved Common Elements are those parts of the Common Elements which the Executive Board may designate from time to time for use by less than all of the Unit Owners or non-Owners of any Units for specified periods of time, or by only those persons paying applicable fees or satisfying other reasonable charges or conditions for use as may be established by the Executive Board.

ARTICLE IV
MAINTENANCE, REPAIR AND REPLACEMENT

Section 4.1 Maintenance Responsibilities. The Units, including all improvements constructed therein shall be maintained and repaired by each Unit Owner, and the Common Elements and Limited Common Elements shall be maintained and repaired by the Association in accordance with the provisions of Section 3307 of the Act, except as expressly set forth to the contrary in this Declaration or the By-Laws.

Section 4.2 Common Elements and Limited Common Elements. The Condominium Association shall maintain, repair and replace all of the Common Elements in good order and repair and in an attractive condition and in connection therewith the Association shall continually keep and maintain, or cause to be continually kept and maintained, all improvements on the Common and Limited Common Elements in a safe, sightly and serviceable condition, which repair and maintenance shall include: replacement, cleaning, lighting, painting, striping, landscaping, removing garbage and trash, removing obstructions, snow, water and ice, repairing and servicing the parking areas, curbs, walks, driveways, utilities and drainage facilities, and directional signs and lighting facilities as necessary from time to time. Maintenance of the Common Elements by the Association includes the payment of all utility charges applicable to the Common Elements, including sewer, water and electric. Any Unit Owner may, at his expense, provide additional cleaning, sweeping or other maintenance of Common Elements, such as sidewalks adjacent to his Unit.

The Master Planned Unit Development Association shall be responsible for those items as set forth in Article IV of the Master Planned Unit Development Declaration.

Section 4.3 Rights of Unit Owners if Common Elements Not Properly Maintained. If any Unit Owner believes that the Association is not maintaining the Common Elements in accordance with the requirements of this Section, then such Unit Owner, after reasonable prior notice to the Executive Board, may take such steps on its behalf and not on behalf of the Association, to cause the Common Elements to be maintained in accordance with the requirements of this Section, and if such Unit Owner obtains a final unappealable decision of a court of competent jurisdiction determining that the Common Elements have not been maintained in accordance with the requirements of this Section, then the Executive Board shall, within sixty (60) days after the date of such decision (or otherwise in compliance with the decision), levy Special Assessment against all Unit Owners of the Condominium Association for the reasonable costs incurred by such Unit Owner to maintain the Common Elements in accordance with the requirements of this Section and for reasonable costs such Unit Owner incurred in obtaining such court decision, including without limitation, reasonable attorney's fees. The Special Assessment shall be made against all Unit Owners of the Condominium Association, including the Unit Owner who obtained such court decision.

Section 4.4 Units and Limited Common Element Maintenance. Each Unit Owner shall maintain, repair and replace, at his own expense, all portions of his Unit in a safe, clean and tenantable condition and in good order and repair and in an attractive condition except the portions thereof which are required by this Declaration or the By-Laws to be maintained, repaired or replaced by the Association.

Section 4.5 Repairs Resulting from Negligence. Each Unit Owner shall reimburse the Association and any Unit Owners whose Units were damaged for any damages to

the Common Elements or to any other Unit caused intentionally, negligently or by his failure to properly maintain, repair or make replacements to his Unit or to Limited Common Elements which are the responsibility of such Unit Owner. The Association shall be responsible for damage to Units caused intentionally, negligently or by its failure to maintain, repair or make replacements to the Common Elements.

Section 4.6 Action by Executive Board to Remedy Unsatisfactory Conditions. Any person authorized by the Executive Board shall have the reasonable right of access to all portions of the Property, including a Unit, for the purpose of correcting any condition threatening any other Unit or the Common Elements, and for the purpose of performing installations, alterations or repairs; for the purpose of reading, repairing, replacing utility meters and related pipes, valves, wires and equipment; and for other proper purposes provided that all requests for entry are made in advance and that any such entry is at a time reasonably convenient to the affected Unit Owner. In case of an emergency, reasonable attempts to notify a Unit Owner shall be made, however, such right of entry shall be immediate, whether or not the Unit Owner is present at the time.

ARTICLE V
ALLOCATION AND REALLOCATION OF LIMITED COMMON ELEMENTS

Section 5.1 Designation of Limited Common Elements. A Common Element not previously allocated as a Limited Common Element may be so allocated only pursuant to the provisions of this Article V. All allocations will be made by Amendment to the Declaration specifying to which Unit or Units the Limited Common Element is allocated. Such Amendment shall require the approval of all holders of mortgages in the affected Units, which approval shall be endorsed thereon. The person executing the Amendment shall provide an executed copy thereto to the Association, which, if the Amendment complies with the provisions of this Declaration and the Act, shall record it. The Amendment shall contain words of conveyance and must be recorded and indexed in the names of the parties and the Condominium. The parties executing the Agreement shall reimburse the Association for its reasonable attorneys' fees in connection with the review of the Amendment and for the recording costs.

ARTICLE VI
EASEMENTS

Section 6.1 Additional Easements. In addition to and in supplementation of the easements provided for by Sections 3216, 3217 and 3218 of the Act, the following easements are hereby created.

6.1.1. Declarant's Use for Sales Purposes

a. Declarant shall have an easement to maintain sales offices, management offices and models throughout the Property and to maintain one (1) or more advertising signs on the Common Elements while the Declarant is selling Units in the Condominium. Declarant reserves the right to place models, management offices and sales offices in any Units owned by Declarant and on any portion of the Common Elements in such number, of such size and in such locations as Declarant deems appropriate. The models, management offices and sales offices constituting a portion of the Common Elements shall be subject to the following requirements:

i. The number of models maintained by the Declarant within the Common Elements shall not exceed two (2). The size of each such model shall not exceed the size of a comparable Unit.

ii. In addition to the models maintained by the Declarant on the Common Elements, Declarant shall have the right to maintain within the Common Elements not more than three (3) offices for sales and management purposes. Each such sales or management office may not exceed the size of the largest Unit.

b. Declarant may from time to time relocate models, management offices and sales offices to different locations within the Property. Upon the relocation of a model, management office or sales office constituting a Common Element, Declarant may remove all personal property and fixtures therein. 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.

6.1.2 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 6.1.2 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 6.1.2, 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.

6.1.3 Street and Sidewalk Easements. The Common Elements illustrated as sidewalks and streets are made subject to easements in favor of all Unit Owners and their guests for pedestrian and vehicular traffic accordingly.

6.1.4 Declarant's Easements.

a. Declarant reserves an easement (until Declarant shall have satisfied all of its obligations under any Condominium Document and all commitments in favor of any Unit Owner and the Association) to use portions of the Common Elements and/ or Limited Common Elements, and any Units owned by Declarant for construction or renovation related purposes, including the storage of tools, machinery, equipment, building materials, appliances, supplies and fixtures, and the performance of work respecting the Property.

b. Declarant reserves an easement (until Declarant shall have satisfied all of its obligations under any Condominium Document and all commitments in favor of any Unit Owner and the Association) on, over and under those portions of the Common Elements and/ or Limited Common Elements, not located within the building for the purpose of maintaining and correcting drainage of surface, roof or storm water. The easement created by this subsection expressly includes the right to cut any trees, bushes or shrubbery, to grade the soil or take any other action reasonably necessary, following which the Declarant shall restore the affected property as closely to its original condition as practicable.

c. During the Declarant Control Period and for a period of two (2) years thereafter, the Declarant shall have an easement through the Units for any access necessary to complete any renovations or modifications to be performed by Declarant.

6.1.5 Easement for Ingress and Egress Through Common Elements; Access to Units and Supports.

a. Each Unit Owner is hereby granted an easement in common with each other Unit Owner for ingress and egress through all Common Elements, subject to such reasonable Rules and Regulations as may be imposed by the Association. Each Unit is hereby burdened with and subject to any easement for ingress and egress through all Common Elements by persons lawfully using or entitled to the same.

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

6.1.6 Common Elements in Favor of the Association. The Common Elements (including the Limited Common Elements) shall be and are hereby made subject to an easement in favor of the Association and the agents, employees and independent contractors thereof for the purpose of inspection, upkeep, maintenance, repair and replacement of the Common Elements (including the Limited Common Elements).

6.1.7 Common Elements in Favor of the Units. The Common Elements (including the Limited Common Elements) shall be and are hereby made subject to the following easements in favor of the Units benefited:

a. For the installation, repair, maintenance, use, removal and/or replacement of pipes, ducts, heating and air conditioning systems, electrical, telephone and other communication wiring and cables and all other utility lines and conduits which are a part of or serve any Unit and which shall pass across or through a portion of the Common Elements.

b. For the installations, repair, maintenance, use, removal and/or replacement of lighting fixtures, electrical receptacles, panel boards and other electrical installations which are a part of or serve any Unit but which encroach into a part of a Common Element adjacent to such Unit; provided that the installations, repair, maintenance, use, removal or replacement of any such item does not unreasonably interfere with the common use of any part of the Common Elements, adversely affect either the thermal or acoustical character of the building or impair or structurally weaken the building.

c. For driving and removing nails, screws, bolts and other attachment devices into the Unit side surface of the stone, block, brick or other masonry walls bounding the Unit and the Unit side surface of the studs which support the drywall or plaster perimeter walls bounding the Unit, the bottom surface of floor joist above the Unit and the top surface of the bottom surface of floor joists below the Unit to the extent such nails, screws, bolts and other attachment devices may encroach into a part of Common Elements adjacent to such Unit; provided that any such action will not unreasonably interfere with the common use of any part of the Common Elements, adversely affect

either the thermal or acoustical character of the building, or impair or structurally weaken the building.

d. For the maintenance of the encroachment of any lighting devices, outlets, medicine cabinets, exhaust fans, ventilation ducts, registers, grills, and similar fixtures which serve only one Unit but which encroach into any part of any Common Elements or Limited Common Elements on the date this Declaration is recorded or was thereafter installed by Declarant during the Declarant Control Period or within two (2) years after the termination thereof.

6.1.8 Units and Limited Common Elements Easement in Favor of Association. The Units and the Limited Common Elements are hereby made subject to the following easements in favor of the Association and its agents, employees, and independent contractors:

a. For inspection of the Units and Limited Common Elements in order to verify the performance by Unit Owners of all items of maintenance and repair for which they are responsible.

b. For inspection, maintenance, repair and replacement of the Common Elements or the Limited Common Elements situated in or accessible from such Units or Limited Common Elements, or both.

c. For correction of emergency conditions in one or more Units or Limited Common Elements, or both, or casualties to the Common Elements, the Limited Common Elements and/or the Units. In case of an emergency, no request or notice is required and the right of entering shall be immediate with such force as is apparently necessary to gain entrance, whether or not the Unit Owner is present at the time.

6.1.9 Record Easements. The Condominium is subject to those additional record easements and title exceptions as shown on the Plats and Plans or as listed in Section 1.2 hereof.

6.1.10 Easements of the Master Planned Unit Development. In addition to those easements that are set forth herein as they pertain to the Condominium, this Condominium created in this Declaration is subject to the following provisions of the Master Declaration:

Article III, Section 9
Article III, Section 10
All of Article V

ARTICLE VII
INITIAL CONSTRUCTION AND MODIFICATION OF BUILDINGS; DESIGN STANDARDS; ADDITIONS AND ALTERATIONS

Section 7.1 Application for Governmental Permits and Approvals. The Association and/ or Declarant, or such other Party assigned by the Association and/ or Declarant, shall be responsible for the submission of any and all government permits required for construction, rehabilitation or improvement and submit such permit only after the Association and/ or Declarant approves or initiates the proposed construction, rehabilitation or improvement.

Section 7.2 Indemnification. Each Unit Owner shall repair, at its own expense, any and all damage to the Common Elements caused by any construction upon its Unit and shall defend, indemnify and hold harmless the Association, all other Unit Owners and occupants of the Property, from and against all injury, loss, claims or damage to any person or property arising out of, or in any way connected with, any claims or action or proceeding brought thereof, including reasonable attorneys' fees. Further, such Unit Owner shall reimburse the Association for any costs incurred by the Association because of such Unit Owner's construction and use of the Common Elements and such reimbursement shall constitute a payment under Section 3302(a)(10) of the Act.

ARTICLE VIII
BUDGETS; COMMON EXPENSES; ASSESSMENTS AND ENFORCEMENT

Section 8.1 Definition of Common Expenses. This section shall be the same as Section 10.1 of the Master Declaration as well as any additional expenses as defined in this Condominium Declaration.

Section 8.2 Apportionment of Common Expenses. All Common Expenses assessed by the Master Association to be paid by this Sub Association shall be assessed against all Units in accordance with their respective Percentage Interests as stated in Article II, Section 2.2 of this Declaration and any amendments thereto. In addition, Common Expenses related to the Condominium Common Elements, Limited Common Elements or Limited Controlled Facilities that are to be used by all the Units in this Sub-Planned Condominium shall be assessed in accordance with their Percentage Interests as shown on Exhibit "E" of this Declaration and any amendments thereto. Common Expenses related to Limited Common Elements or Limited Controlled Facilities which are used by less than all of the Units in this Sub-Planned Community shall be assessed equally against the Units to which the use of the Limited Common Elements or Limited Controlled Facilities were assigned at the time.

Section 8.3 Annual Payments.

8.3.1 Payments from the Unit Owners to the Sub Association. All Common Expense assessments made according to Section 8.2 to meet the Sub Association's annual budget shall be paid by the Unit Owners to the Sub Association on a Monthly basis, payable in twelve (12) monthly payments, which payments shall be due to the Sub Association by the first day of each month. Special assessments shall be due and payable as set forth by the Executive Board. Assessments for the first year shall be prorated from the date of settlement, utilizing the annual budget assessment schedule, for that current year, which shall be established by the Executive Board and used in the computation of the first year assessment amount due.

8.3.2 Payments from the Sub Association to the Master Association. All Common Expense assessments made according to Section 8.2 to meet the Sub Association's payment for the Master Association's annual budgets, shall be paid by the Sub Association to the Master Association on a Quarterly basis, payable in four (4) annual payments, which payments shall be due to the Master Association by the dates of March 15th, June 15th, September 15th and December 15th each year. Special assessments shall be due and payable as set forth by the Executive Board.

Section 8.4 Subordination of Certain Charges. Any fees, charges, late charges, fines and interest which may be levied by the Executive Board pursuant to Section 3302(a)(10), (11) and (12) of the Act, shall be subordinate to the lien of a Permitted Mortgage on a Unit.

Section 8.5 Surplus. Any amounts accumulated from the assessments for General Common Expenses and not remitted to the Master Association in excess of the amount required for actual General Common Expenses shall be held by the Sub Association as reserves for future General Common Expenses not assessed by the Master Association.

Section 8.6 Assignment of Income Rights. The Association may assign rights to future income, including payments made on account of assessments for General Common Expenses and Limited Common Expenses, to secure any loan obtained by the Association for repairs, replacements or capital improvements to the Common Elements.

Section 8.7 Special Allocation of Expenses.

8.7.1 Any Common Expense benefiting fewer than all of the Units shall be assessed exclusively against the Units benefited.

8.7.2 If a Common Expense is caused by the negligence or misconduct of any Unit Owner, the Association may assess that expense exclusively against his Unit.

Section 8.8 Commencement of Common Expense Assessments. In general, Common Expense assessments shall begin as of the date of conveyance of the first Unit to a Unit Owner other than the Declarant (the "First Settlement").

Section 8.9 Personal Liability of Unit Owners. The Owner of a Unit at the time a Common Expense assessment or portion thereof is due and payable is personally liable for the assessment. Personal liability for the assessment shall not pass to a successor in title to the Unit unless said successor agrees to assume the obligation.

Section 8.10 No Waiver of Liability for Common Expenses. No Unit Owner may exempt himself from liability for payment of the Common Expenses by waiver of the use or enjoyment of the Common Elements or by abandonment of the Unit against which the assessments are made.

Section 8.11 Acceleration of Common Expense Assessments. As stated in this Sub Declaration and the Master Declaration, the Unit Owners are liable according to their Percentage Interest for any assessment made by the Master Association to the Sub Association as well as additional expenses relating to the Common Elements, Limited Common Elements or Limited Controlled Facilities assessed by the Sub Association.

Should the Sub Association fail to pay the Master Association, the Unit Owner shall be liable to the Master Association for this Percentage Interest and shall be subject to the acceleration provisions of the Master Association as set forth in Section 10.10 of the Master Declaration.

In addition, in the event of default by the Unit Owner for a period of ten (10) days in the payment of the Common Expenses levied by the Sub Association for the Common Assessments levied by the Master Association and those levied by the Sub Association for the Limited Common Elements and Limited Controlled Facilities, the Executive Board of the Sub Association shall have the right to declare all unpaid assessments for the pertinent fiscal year to be immediately due and payable. Further, a late fee of fifteen percent (15%) of the total fee annually, on the delinquency, and a penalty of Five Dollars ($5.00) per day will be assessed. In addition, attorney's fees equal to fifteen percent (15%) of the total due and payable shall be assessed.

Section 8.12 Confessions of Judgment. IN ORDER TO EXPEDITE THE EXECUTIVE BOARD'S COLLECTION OF ANY DELINQUENT ASSESSMENT, EACH UNIT OWNER (BY ACCEPTANCE OF THE DEED TO HIS UNIT) SHALL BE DEEMED TO HAVE APPOINTED ANY ONE OR MORE EXECUTIVE BOARD MEMBERS THE ATTORNEY-IN-FACT FOR SUCH UNIT OWNER

TO CONFESS JUDGMENT AGAINST SUCH UNIT OWNER IN ANY COURT OF COMPETENT JURISDICTION IN PENNSYLVANIA, FOR ANY SUCH UNPAID ASSESSMENTS, WHICH APPOINTMENT (BEING FOR SECURITY) SHALL BE IRREVOCABLE; AND FOR SO DOING A COPY OF THIS SECTION 8.12 AND SAID DEED, BOTH VERIFIED BY AFFIDAVIT, SHALL BE A SUFFICIENT WARRANT. THE AUTHORITY GRANTED HEREIN TO CONFESS JUDGMENT SHALL NOT BE EXHAUSTED BY ANY EXERCISE THEREOF BUT SHALL CONTINUE FROM TIME TO TIME AND ALL TIMES UNTIL THIS DECLARATION SHALL BE TERMINATED.

Section 8.13 Lien.

8.13.1 The Association has a statutory lien on a Unit for any assessment levied against that Unit or fine imposed against the Unit Owner from the time the assessment or fine becomes delinquent. Fees, including attorneys' fees, late charges, fines and interest charged pursuant to the Act, the Sub Planned Condominium Development Documents and the Master Planned Development Documents are enforceable as assessments under this Section. If an assessment is payable in installments and one or more installments are not paid when due, the entire outstanding balance of the assessment becomes effective as a lien from the due date of the delinquent installment.

8.13.2 Recording of this Declaration constitutes record notice and perfection of the lien. No further recordation of any claim of lien for assessment under this Section is required.

8.13.3 Any lien for delinquent Common Expense assessments or other charges that the Association has on a Unit will be subordinate to a first mortgage on the Unit, if the mortgage was recorded before the due date of the assessment or the due date of the unpaid installment, if the assessment is payable in installments.

8.13.4 If a holder of a first mortgage or a second mortgage on a Unit forecloses that mortgage, the purchaser at the foreclosure sale is not liable for any unpaid assessments against the Unit which became due before the sale, other than the assessments which are prior to that mortgage in accordance with the provisions of the Act. Any unpaid assessments not satisfied from the proceeds of sale become Common Expenses collectible from all the Unit Owners, including the purchaser.

8.13.5 The Association's lien may be foreclosed in a like manner as a mortgage on a real property.

8.13.6 This Section does not prohibit actions to recover sums for which this Section creates a lien or prohibit the Association from taking a deed in lieu of foreclosure.

8.13.7 A judgment or decree in any action brought under this Section shall include costs and reasonable attorneys' fees for the prevailing party.

8.13.8 A lien for unpaid assessments is extinguished unless proceedings to enforce the lien are instituted within three (3) years after the assessments become payable; provided, that if an Owner of a Unit subject to a lien under this Section files a petition for relief under the United States Bankruptcy Code, the period of time for instituting proceedings to enforce the automatic stay of proceedings under Section 362, or succeeding sections if amended, of the Bankruptcy Code is lifted.

8.13.9 Any payments received by the Association in discharge of a Unit Owner's obligation may, at the Association's discretion, be applied to the oldest balance due.

Section 8.14 Association Records. During the period of Declarant Control, the Association shall keep financial records sufficiently detailed to enable the Association to comply with Section 3407 of the Act. All financial and other records shall be made reasonably available for examination to any Unit Owner and his authorized agents.

Section 8.15 Statements of Unpaid Assessments. On written request, the Association shall furnish to a Unit Owner a statement in recordable form setting forth the amount of unpaid assessments currently levied against the Unit and any credits of surplus in favor of his Unit as required by Section 3315(G) of the Act. The statement shall be furnished within ten (10) business days after receipt of the request and is binding on the Association, the Executive Board and every Unit Owner.

ARTICLE IX
USE RESTRICTIONS

Section 9.1 Use and Occupancy of Units and Common Elements. The occupancy and use of the Units and Common Elements shall be subject to the following Rules, Regulations and Restrictions as well as the Use Restrictions contained in the Master Planned Unit Development known as The Village at Penn State.

9.1.1 Prohibited Uses and Nuisances.

A. Itemization. Except for the activities of Declarant during original development:

1. No Unit Owner shall permit his Unit to be used or occupied for any prohibited purpose.

2. There shall be thirty (30) single-family semi-attached residential dwelling buildings in Phase One. The Declarant intends to create an additional fifty-four (54) single-family semi-attached residential dwelling buildings in additional phases. Each building will be two (2) stories in height. Each Unit shall conform in general architectural design, quality and workmanship and materials to the Plats and Plans as incorporated herein by reference.

   The Declarant shall maintain architectural control over the construction on or in the Units.

   At the end of the Declarant Control Period, the Association, by and through the Architectural Review Committee, shall maintain architectural control over the construction on or in the Units and shall require all Unit Owners to contract with an architectural firm as determined by the Architectural Review Committee which is capable of conforming to the architectural specifications of the Condominium.

3. Each structure within the Condominium must meet the minimum set back requirements as established by Patton Township, Centre County, Pennsylvania as well as statutory or current case law pertaining to the condominium form of ownership.

4. The erection and maintenance of any structure of a temporary and/or permanent character, such as a tent, trailer, barn, shed or any other type of out building, is prohibited.

5. No fences or exterior walls shall be permitted in the Condominium.

6. Said Units, as herein above provided, shall be used for residential or dwelling purposes and no business, mercantile, commercial or manufacturing enterprise or activity of any kind shall be conducted thereon with the exception of such home occupations as permitted by the zoning ordinances established by the governing municipality and approved by the

Declarant or the Association after the Declarant Control Period.

7. The erection and maintenance of any type of sign (ex. Billboards, signboards or other advertising contrivance or medium) is prohibited, with the exception of the entrance sign and signs for professional purposes, not to exceed in area one square foot, or a sign advertising the property for sale or rent, not exceeding five square feet, or signs used by the builder to advertise the property during the construction and sales period. All signage must be in compliance with the Patton Township Ordinances for signage. At no time will "for sale" signs be permitted at the entrance sign areas or other Common Areas throughout the Condominium.

8. No animals, livestock, horses or poultry of any kind shall be kept for breeding or commercial use. Dogs and cats shall be maintained within the municipality ordinances. No Unit Owner shall be allowed to have more than two (2) domestic animals, which shall be defined as dogs and cats, also referred to as pets. All pets must be on a leash when outside and Unit Owners with pets must carry a sanitary utensil to clean up after their pets. Domestic animals are to be housed inside the dwelling; no exterior pet houses will be allowed.

9. All trash, garbage and refuse shall be stored in covered metal or plastic receptacles and concealed from view by an enclosure or screening approved by Declarant, their successors and assigns. Trash may be visible only on the day or night before the day of trash pickup by the municipality.

10. The use of any Unit or part thereof as a dumping ground for garbage and rubbish is strictly prohibited. All Units shall be kept neat and clean and free from refuse and weeds and nothing shall be placed, kept, stored or maintained thereon, which may constitute a nuisance or annoyance to Unit Owners or the residents of the Subdivision. Responsibility shall commence from time of Unit purchase. Unit Owners shall comply with municipal ordinances. All porches and patios must be kept neat and clean and free from

trash and items that would create clutter. Items permitted on the porches and patios shall be in accordance with the rules and regulations set forth by the Executive Board and the Architectural Review Committee. All excess fill from Unit construction shall be required to be dumped in such areas as indicated by the Declarant.

11. Landscaping and land maintenance will be completed by the Association, but controlled by Declarant during Declarant Control Period. Unit Owners are prohibited from any landscaping or land maintenance during Declarant Control Period.

12. Any activity which is noxious or offensive and inconsistent with the residential character of the neighborhood is strictly prohibited and is herewith declared to be a public nuisance and abatable as such.

13. No permanent or temporary clothesline or any structure used for the drying of clothing or housewares may be installed or used on any Unit.

14. No rooftop or other type of antennas shall be permitted to be installed on any exterior portion of any structure constructed in the Unit. However, satellite dishes no larger than twenty-four (24) inches in diameter are permitted if attached to Unit at rear and are subject to approval from the Architectural Review Committee as to location and color, which may not be unreasonably withheld.

15. No unlicensed, uninspected or unregistered motor vehicle may be maintained or kept on any Unit or parking area of the said Condominium. In addition, no repair work will be done on any motor vehicle in the Condominium.

16. No motor homes, boats, campers, trailers, gliders or other recreational vehicles of any size may be kept on the Unit or within the Condominium development unless parked inside the Unit garage with the garage door down.

17. No trampolines or children's play equipment will be permitted in the Condominium development.

18. An outside electric eye pole light must be installed in each Unit prior to the completion of the dwelling Unit and must be maintained thereafter. The pole light must be lighted at all times, from sundown to sunup; it must be regulated by an automatic day and night switch or photocell, and it must have at least a one hundred (100) watt bulb. The pole light shall be wired directly to the electric panel box and shall not have an in-line switch.

19. Solar collection panels shall not be permitted.

20. Developer and Declarant shall have the sole right to erect, maintain and operate real estate sales, management and/or construction offices on any part of the Property and/or in any dwelling house now or hereinafter erected on any Unit provided such offices are solely used and operated in connection with the development of the Property or the building of structures on the Units, or the management, rental or sale of any part of the Unit, or of structures now or hereafter erected thereon, but no part of the Property, nor any part of any dwelling now or hereafter erected thereon, shall be used for any of the aforesaid purposes set forth in this paragraph without written consent and approval of Declarant, in his sole, reasonable discretion, being first had and obtained. Successor Declarant shall not enjoy the rights granted by this paragraph unless instrument is signed by Declarant and expressly grants such right and has been recorded in the Centre County Recorder of Deeds.

21. These conditions, reservations, covenants and restrictions shall apply to all Units shown on the aforesaid Condominium plan whether vacant or improved and to all structures erected or to be erected thereon as well as to the alteration or improvement of or addition to any such structures.

22. Enforcement of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. Non-compliance to violations shall be

assessed violation fees of up to Fifty Dollars ($50.00) per day and fifteen percent (15%) interest, plus any court, magistrate, penalties, fines and attorney fees incurred by the Association in the process of enforcing compliance of the violation.

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

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

9.1.2 Survival of Article IX The uses, restrictions and architectural standards as set forth in this Article IX shall survive the termination of the condominium. It is the intent of Declarant that the use restrictions shall run with the land.

ARTICLE X
MORTGAGES

Section 10.1 Requirements.

10.1.1. Any mortgage or other lien on a Unit and the obligations secured thereby shall be deemed to provide, generally, that the mortgage or other lien instrument and the rights and obligations of the parties thereto shall be subject to the terms and conditions of the Act and this Declaration shall be deemed to provide specifically, but without limitation, that the mortgagee or lien holder shall have no right (i) 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 (ii) to receive or apply the proceeds of insurance to the reduction of the mortgage debt or otherwise, except in the event and to the extent either a distribution of such proceeds to Unit Owners pursuant to Section 3312(g) of the Act or of insurance proceeds in excess of the cost of repair or restoration being received by the Owner of the Unit encumbered by such mortgage; or (iii) to accelerate the mortgage debt or to have any other

remedies 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.

Nothing contained in this Section 10.1.1 hereinabove or elsewhere in this Declaration shall give a Unit Owner, or any other party, priority over any rights of the mortgagee of a Unit pursuant to its mortgage in case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for loss to or a taking of one or more Units and/or Common Elements.

10.1.2 No Unit Owner or purchaser of a Unit shall deliver any mortgage or other lien instrument secured by a Unit, or any obligation to be secured hereby, unless it has first notified the Executive Board of the name and address of the proposed mortgagee or lien holder, the amount of the debt proposed to be so secured, and has submitted to the Executive Board a copy of the form of the proposed mortgage and note or other instrument of obligation. When a mortgage to the Declarant or Seller of a Unit is delivered to the Executive Board, the Executive Board shall promptly notify the proposed mortgagee whether such mortgage has been approved by the Executive Board as an Eligible Mortgage.

Section 10.2 Eligible Mortgagees.

10.2.1 When an Eligible Mortgage is delivered to the Eligible Mortgagee or other lien holder, the Unit Owner shall simultaneously provide executed or conformed copies to the Executive Board. Upon receipt of such copy of an Eligible Mortgage, the Secretary of the Executive Board shall instruct the insurer of the Property to add the name of the Eligible Mortgagee to the mortgagee loss payable provision of the hazard insurance policy covering the Property and to provide such Eligible Mortgagee with a Certificate of Insurance showing that the Eligible Mortgagee's name has been so added.

10.2.2 The Secretary shall maintain a register of Eligible Mortgages, showing the names and addresses of the Eligible Mortgagees, the amount secured by each Eligible Mortgage and whether it is a first mortgage.

10.2.3 Upon the specific written request of a holder of an Eligible Mortgage of a Unit or its servicer to the Executive Board, the Eligible Mortgagee shall be entitled to receive some or all of the following as designated in the request:

a. Copies of budgets, notices of assessments 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 Executive Board, which are prepared for the Executive Board and distributed to Unit Owners. The holder of any mortgage on a Unit shall be entitled to have an audited statement prepared at its own expense if one is not otherwise available.

c. Copies of notices of meetings of the Unit Owners and the right to be represented at any such meetings by a designated representative.

d. Notices of substantial damage to or destruction of any Unit (in excess of $1,000) or any part of the Common Elements (in excess of $10,000).

e. Notice of the commencement of any condemnation or eminent domain proceedings with respect to any part of the Property.

f. Notice of any default of the owner of the Unit which is subject to the mortgage, where such default is not cured by the Unit Owner within thirty (30) days after the giving of notice by the Association to the Unit Owner of the existence of the default or where there is a sixty (60) day delinquency in the payment of assessments or charges against a Unit on which the Eligible Mortgagee holds a mortgage.

g. Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

h. Notice of any decision by the Executive Board to terminate professional management and assume self-management of the Property.

i. Any condemnation or casualty loss that affects either a material part of the Condominium or the Unit securing the Eligible Mortgagee's mortgage.

j. Such other financial data as such Eligible Mortgagee shall reasonably request in writing.

k. Any proposed action, which would require the consent of a specified percentage of first mortgages as set forth in Section 10.3 below.

10.2.4 The request of an Eligible Mortgagee or its servicer shall be written and specify which of the above items it desires to receive and shall indicate the

address to which any notice or documents shall be sent by the Executive Board. The Executive Board shall be under no obligation to inquire into the validity of any request made hereunder by an Eligible Mortgagee. The Executive Board may refuse to honor any request where, after reasonable inquiry, it shall determine that the person making such request is not entitled to the material so requested and may establish reasonable rules to implement this Section 10.2.4

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

10.2.6 Any Eligible Mortgagee shall have the right, exercisable upon written request to the Executive Board, to examine the books and records of the Association at any reasonable time.

Section 10.3 Approval of Mortgagees. Subject to the limitations imposed by Section 3221 of the Act:

10.3.1 The prior written approval of holders of first mortgages of Units representing at least sixty-seven percent (67%) of the votes of Units subject to first mortgages shall be required to terminate the condominium status of the Property for reasons other than substantial destruction or condemnation of the Property.

10.3.2 The prior written approval of at least sixty-seven percent (67%) of the holders of first mortgages on Units (based on one (1) vote for each first mortgage owned) shall be required for any of the following:

a. the termination or abandonment of the condominium status of the Property except for termination or abandonment as a result of condemnation or substantial loss to the Units and/or Common Elements;

b. change in the schedule of Percentage Interests set forth in Exhibit "E" allocated to each Unit;

c. the abandoning, encumbering, selling or transferring of the Common Elements (the granting of easements for public utilities or for other public purposes consistent with the intended uses of the Common Elements shall not be deemed a transfer within the meaning of this subsection); and

d. the use of hazard insurance proceeds for losses to any Condominium Property (whether to Units or to Common Elements) for other than the repair, replacement or reconstruction of such Condominium Property.

10.3.3 The prior written approval of holders of first mortgages of Units representing at least fifty-one percent (51%) of the votes of the Units subject to first mortgages shall be required to make an amendment of a material nature to the Condominium Documents. A change to the provisions of any Condominium Document directly relating to any of the following shall for this purpose be considered material:

a. voting rights;

b. assessments, assessment liens or subordination of assessment liens;

c. reserves for maintenance, repair and replacement of the Common Elements;

d. responsibility for maintenance and repairs;

e. reallocation of interest in the Common Elements or Limited Common Elements or rights to their use;

f. boundaries of any Unit;

g. convertibility of Units into Common Elements or of Common Elements into Units;

h. expansion or contraction of the project or the addition, annexation or withdrawal of property to or from the project;

i. insurance or fidelity bonds;

j. leasing of Units by the Declarant;

k. imposition of any restrictions on a Unit Owner's right to sell or transfer his Unit;

l. a decision by the Association to establish self-management when professional management had been required previously by an Eligible Mortgagee;

m. restoration or repair of the project (after a hazard damage or partial condemnation) in a manner other than that specified in the Condominium Documents;

n. actions to terminate the legal status of the project after substantial destruction or condemnation occurs; or

o. provisions that expressly benefit holders, insurers or guarantors of Eligible Mortgages.

10.3.4 Notwithstanding anything to the contrary in this Section 10.3, written approval of holder's first mortgages on Units shall not be required for an amendment to this Declaration made pursuant to Section 2.3.1 hereof.

ARTICLE XI
LEASING

Section 11.1 A Unit Owner may lease or sublease his Unit (but not less than his entire Unit) at any time and from time to time provided that (except for a lease or sublease made by (i) Declarant or (ii) an Eligible Mortgagee, which is either in possession or is a purchaser at a judicial sale):

11.1.1 No Unit may be leased or subleased for transient or hotel purposes or for an initial term of less than ninety (90) days.

11.1.2 No Unit may be leased or subleased without a written lease or sublease approved first by the Executive Board and must comply with the provisions of Article IX of the Master Planned Unit Development Declaration.

11.1.3 A copy of such lease or sublease shall be furnished to the Executive Board within ten (10) days after execution thereof. All leases must be approved by the Executive Board and, at no time shall a Unit be leased to more than two (2) unrelated parties.

11.1.4 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 Master Declaration, this Condominium Declaration and the By-Laws and Rules, Regulations and Restrictions, set forth in both the Master Declaration and this Sub-Planned Condominium Declaration 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.

11.1.5 All leases of a Unit shall be deemed to include a provision that the tenant will recognize and attorn to the Association as landlord, solely for the purpose of having the power to enforce a violation of the provisions of the Condominium Documents against the tenant, provided the Association gives the landlord notice of its intent to so enforce and/or reasonable opportunity to cure the violation prior to the commencement of an enforcement action.

ARTICLE XII
UNITS SUBJECT TO CONDOMINIUM DOCUMENTS; EMINENT DOMAIN

Section 12.1 General. Every Unit Owner shall, and by his acceptance of his Unit Deed does, covenant on behalf of himself, his heirs, successors and assigns, that he will comply strictly with the terms, covenants and conditions set forth in the Master Planned Unit Development Declaration, By-Laws of the Master Planned Unit Development, this Condominium Declaration and the By-Laws of this Condominium, as well as the rules, regulations, resolutions and decisions adopted pursuant thereto, and the Unit Deeds, in relation to the use and operation of the Units, the Common Elements and the Property. Failure to comply with any of the foregoing shall be grounds for an action to recover sums due for damages, or injunctive relief or any or all of them. Such action may be maintained by an aggrieved Unit Owner or the Executive Board on its own behalf or on behalf of the Unit Owners or by any person who holds a lien upon a Unit and is aggrieved by any such non-compliance. In the case of flagrant or repeated violations by a Unit Owner, he may be required by the Executive Board to give sufficient surety or sureties for his future compliance with the terms, covenants and conditions set forth in the Master Association documents, the Condominium documents, Rules, Regulations, Resolutions and decisions. In any such action the prevailing party shall be entitled to recover from the adverse party all costs and expenses, including legal fees, incurred.

Section 12.2 Eminent Domain. Whenever all or part of the Common Elements shall be taken, injured or destroyed by eminent domain, the Association shall represent the Unit Owners in negotiations, settlements and agreements with the condemning authority. Each Unit Owner appoints the Association as attorney-in-fact for this purpose. Each Unit Owner shall be entitled to notice thereof; but in any proceedings for the determination of damages, such damages shall be determined for such taking, injury or destruction as a whole and not for each Unit Owner's interest therein. The award or proceeds of settlement shall be payable to the Association for the use and benefit of the Unit Owners and their Mortgagees as their interests may appear.

ARTICLE XIII
AMENDMENT OF DECLARATION

Section 13.1 Amendment Generally. This Declaration, including the Plats and Plans, may be amended only in accordance with the procedures specified in Section 3219 of the Act, by vote of at least sixty-seven percent (67%) of the Association, except unanimous consent of all Unit Owners affected shall be required to create or increase Special Declarant Rights, alter the terms or provisions governing the completion or conveyance or lease of Common Facilities or increase the number of Units or change in the boundaries of any Unit, the Common Expenses, Liability or voting strength in the Association allocated to a Unit or the uses to which a Unit is restricted. No Declaration provisions pursuant to which any

Special Declarant Rights have been reserved to a Declarant shall be amended without the express written joinder of the Declarant in such amendment. This section shall not apply to amendments executed by a Declarant under Section 3210(e) or (f) (relating to Plats and Plans), Section 3211(a) (relating to conversion and expansion of Flexible Condominiums), Section 3212(a) (relating to withdrawal or Withdrawable Real Estate) or amendments executed by the Association under Section 3107 (relating to eminent domain), Section 3209 (relating to Limited Common Elements), Section 3215 (relating to subdivision or conversion of Units), or amendments executed by certain Unit Owners under Section 3209(b) and Section 3214(a) (relating to relocation of boundaries between Units), Section 3215 and Section 3220(b) (relating to termination of Condominium).

Notwithstanding the above, any amendment proposed to be adopted pursuant to the terms of this Declaration shall not in any way amend, alter or change any of the provisions of the Master Declaration. To that end, before any amendment may be adopted it must be submitted to the Master Executive Board to determine if such amendment will amend, alter or change any of the provisions of the Master Declaration. The interpretation of whether the proposed amendment of this Sub Declaration shall amend, alter or change any provision of the Master Declaration shall be the exclusive decision of the Master Executive Board whose decision shall be final. Pursuant to Section 3219(b) of the Act, no action to challenge the validity of an amendment adopted by the Association may be brought more than one year after the amendment is recorded.

Section 13.2 Technical Corrections. If any amendment to the Declaration is necessary in the judgment of the Executive Board to cure an ambiguity, correct or supplement any provision of the Declaration, including Plats and Plans, that is defective, missing or inconsistent with any other provision of the Declaration or Act or conform to the requirements of any agency or entity that has established national or regional standards with respect to loans secured by mortgages or deeds of trust or Units in a Condominium Community, such as Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation, the Executive Board may effect an appropriate corrective amendment without approval of the Unit Owners or the holders of line on the Condominium Community, upon receipt of an opinion from independent legal counsel to the effect that the proposed amendment is permitted by the terms of Section 3219(f) of the Act.

Section 13.3 Rights of Secured Lenders. Annexation of additional properties, mergers and consolidations, dedication of Common Areas and amendment of the Declaration requires prior approval of HUD/VA as long as the Declarant exercises his Special Declarant Rights which extend for a period of time of seven (7) years from the date of the first conveyance of a Unit to a person other than the Declarant; provided, however, that the Declarant's Special Rights will terminate sixty (60) days after conveyance of seventy-five percent (75%) of the Units which may be created to Unit Owners other than Declarant. Declarant's Special Rights which

entitle it to unilaterally convert Convertible Real Estate, add Additional Real Estate and withdraw Withdrawable Real Estate, cause mergers and consolidations and appoint or remove the Executive Board, extended from the date of the first conveyance of a Unit to a person other than the Declarant for not more than seven (7) years; provided however, that the Declarant's Special Rights will terminate sixty (60) days after conveyance of seventy-five percent (75%) of the Units which may be created to Unit Owners other than Declarant.

ARTICLE XIV
EXECUTIVE BOARD; DECLARANT'S RIGHTS; SPECIAL DECLARANT RIGHTS

Section 14.1 Overview. The entire provisions of Section 12.1 of the Master Declaration and its subsections are restated here for purposes of notice and clarification of the additional sections of Article XV as they pertain to this Sub Declaration.

There shall be an Executive Board for the Master Association, as well as an Executive Board for each Sub Planned Unit Development Association. The number of Board Members of the Master Association shall be five (5). The number of Board Members of the Condominium Association shall also be three (3). After the Declarant cedes total control of the Executive Board pursuant to the other provisions herein, the allocation of the number of Board Members and their manner of appointment or election shall be as follows:

14.1.1 Each Sub Planned Unit Development Association shall be entitled to have, as Board Members of the Master Association, a number equal to dividing the total number of Board Members, five (5), by the total number of Sub Planned Unit Developments. Any fraction shall produce a number equal to the whole number without regard to the excess percentage (in other words, rounded down). These Board Members shall be appointed by the Executive Board of the Sub Planned Unit Development Association.

14.1.2 By using the above formula, there may be a shortfall in the number of appointed Board Members necessary to fill the five (5) Board positions. In that event, the excess position or positions shall be filled by an election of all the Unit Owners of the various Sub Planned Unit Developments. The election process shall be governed by the By-Laws of the Master Association with each Unit Owner having one vote.

Section 14.2 Declarant's Control of the Association.

14.2.1 Subject to Subsection 14.1.1, there shall be a period of Declarant Control of the Condominium Association, during which the Declarant or persons designated by the Declarant may appoint and remove the officers and members of the Executive Board. The period of Declarant Control terminates no later than the earlier of:

a. One hundred eighty (180) days after conveyance of seventy-five percent (75%) of the Units that may be created, to Unit Owners other than Declarant; or

b. seven (7) years after the first Unit is conveyed to a Unit owner other than Declarant.

The Declarant may voluntarily surrender the right to appoint and remove officers and members of the Executive Board before termination of that period, but in no event may the Declarant require, for the duration of the period of Declarant control, that specified actions of the Association or Executive Board as described in a recorded instrument executed by the Declarant, be approved by the Declarant before they become effective.

14.2.2 Not later than sixty (60) days after conveyance of twenty-five percent (25%) of the Units which may be created to Unit Owners other than Declarant, one (1) additional Executive Board member, who shall comprise not less than twenty-five percent (25%) of the Executive Board, shall be elected by Unit Owners other than Declarant. Not later than sixty (60) days after conveyance of fifty percent (50%) of the Units, which may be created to Unit Owners other than Declarant, one (1) additional Executive Board member, who shall comprise not less than thirty-three percent (33%) of the members of the Executive Board, shall be elected by Unit Owners other than Declarant.

14.2.3 The Executive Board shall elect the officers. The Executive Board members and officers shall take office upon election.

14.2.4 Notwithstanding any provision of this Declaration or the By-Laws to the contrary, following notice under Section 3308 of the Act, the Unit Owners by sixty-seven percent (67%) vote of all persons present and entitled to vote at a meeting of the Unit Owners at which a quorum is present, may remove a member of the Executive Board with or without cause, other than a member appointed by the Declarant.

Section 14.3 Interim Relationship to Master Executive Board. Pursuant to Section 12.2.3 of the Master Declaration, until such time as the Declarant cedes total control of the Master Executive Board and the Board of Directors is selected according to the provisions of Sections 12.1.1 and 12.1.2 of the Master Declaration, the Directors of the Master Association, entitled to be selected according to Section 12.2.2 of the Master Association shall be elected pursuant to Section 12.1.2 of the Master Declaration and its By-Laws.

Section 14.4 Declarant Rights. Declarant reserves unto itself all Special Declarant Rights as defined in Section 3103 of the Act and as defined under Section 1.5.2.K of the Master Declaration, now or as amended in the future.

Section 14.5 Disputes. In the event of any dispute or disagreement between any Unit Owners relating to the Property, or any questions or interpretation or application of the provisions of this Declaration (including the Plats and Plans), the By-Laws and/or the Rules, Regulations and Restrictions, the ultimate determination, with respect thereto, shall be given by the Executive Board following an appeal to such Executive Board from the Association body. The determination by the Executive Board in the first instance shall be final and binding on each and all such Unit Owners. The Executive Board shall have the authority to seek a declaratory judgment or other appropriate judicial relief or offer to assist it in fulfilling its responsibilities.

ARTICLE XV
TERMINATION

Section 15.1 Termination. Termination of the Condominium may be accomplished only in accordance with Section 3220 of the Act.

15.1.1 Unit Owner Approval. Except in the case of a taking of all the Units by eminent domain, the Condominium may be terminated only by agreement of Unit Owners of Units to which at least eighty percent (80%) of the votes in the association are allocated.

15.1.2 Recordation of Termination Agreement. An agreement of Unit Owners to terminate the Condominium must be evidenced by the execution of a termination agreement or ratifications thereof, in the same manner as a deed, by the requisite number of Unit Owners who are owners of record as of the date preceding the date of recordation of the termination agreement. The termination agreement must specify the date it was first executed or ratified by a Unit Owner. The termination agreement will become null and void unless it is recorded on or before the earlier of:

a. the expiration of one year from the date it was first executed or ratified by a Unit Owner; or
b. such date as shall be specified in the termination agreement.

ARTICLE XVI
DAMAGE TO OR DESTRUCTION OF PROPERTY

Section 16.1 Duty to Restore. The portion of the Condominium for which insurance is required under the By-Laws or Section 3312 of the Act for which insurance carried by the Association is in effect, whichever is more extensive, that is damaged or destroyed must be repaired or replaced promptly by the Association unless:

16.1.1 The Condominium is terminated; or

16.1.2 Repair or replacement would be illegal under state statute or municipal ordinance governing health or safety; or

16.1.3 Eighty percent (80%) of the Unit Owners, including each Owner of a Unit or assigned Limited Common Element that will not be rebuilt, vote not to rebuild.

Section 16.2 Cost. The cost of repair or replacement in excess of insurance proceeds and reserves is a Common Expense.

Section 16.3 Plans. The property must be repaired and restored in accordance with either the original plans and specifications or other plans and specifications which have been approved by the Executive Board, a majority of Unit Owners, and fifty-one percent (51%) of Eligible Mortgagees.

Section 16.4 Replacement of Less than Entire Property.

16.4.1 The insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Condominium;

16.4.2 Except to the extent that other persons would be distributees:

a. the insurance proceeds attributable to a Unit and Limited Common Elements that are not rebuilt must be distributed to the Owner of the Unit and the Owner of the Unit to which the Limited Common Elements were allocated or to lien holders as their interest may appear; and

b. the remainder of the proceeds must be distributed to each Unit Owner or lien holder as their interests may appear in proportion to the Common Element interests of all the Units.

16.4.3 If the Unit Owners vote not to rebuild a Unit, the Percentage Interest of the Unit is reallocated upon the vote of the Unit Owners as if the Unit had been condemned under Section 3107 of the Act. The Association promptly shall prepare, execute and record an Amendment to the Declaration reflecting the reallocations.

Section 16.5 Insurance Proceeds. The Trustee, or if there is no Trustee, then the Executive Board of the Association, acting by the President, shall hold any insurance proceeds in trust for the Association, Unit Owners and lien holder as their interests may appear. Subject to the provisions of Section 16.1.1 through 16.1.3 of this Declaration, the proceeds shall be disbursed for the repair and restoration of the damaged property, and the Association, Unit Owners and lien holders are not entitled to receive payment of any portion of the proceeds unless there is a

surplus of proceeds after the property has been completed, repaired or restored or the Condominium has been terminated.

Section 16.6 Certificates by the Executive Board. The Trustee, if any, may rely on the following certification in writing made by the Executive Board:

16.6.1 Whether damaged or destroyed property is to be repaired or restored.

16.6.2 The manner and amounts to be paid for repairs or the restoration and the names and addresses of the parties to whom such amount should be paid.

Section 16.7 Certificates by Attorneys or Title Insurance Companies. If payments are to be paid to Unit Owners or Eligible Mortgagees, the Executive Board and the Trustee, if any, shall obtain and may rely on a title insurance company or attorney's certificate of title or a title insurance policy based on a search of land records of the applicable Office of the Recorder of Deeds from the date of the recording of the original Declaration stating the names of the Unit Owners and the Eligible Mortgagees.

ARTICLE XVII
INSURANCE

Section 17.1 Coverage. To the extent reasonably available, the Executive Board, commencing no later than the time of the first conveyance of a Unit to a person other than the Declarant shall obtain and maintain insurance coverage as set forth in this Article. If such insurance is not reasonably available, and the Executive Board determines that any insurance described herein will not be maintained, the Executive Board shall cause notice of that fact to be hand delivered or be sent prepaid by United States mail to all Unit Owners and Eligible Mortgagees at their respective last known addresses.

Section 17.2 Property Insurance.

17.2.1 Property insurance covering:

a. The project facilities, which term means all Buildings on the property, including the Units and all fixtures, equipment and any improvements and betterments whether a part of the Unit or a Common Element, and such personal property of Unit Owners as is normally insured under building coverage, but excluding land, excavations, portions of foundations below the under surface of the lowest basement floors, underground pilings, piers, pipes, flues and drains and other items normally excluded from property policies; and

b. All personal property owned by the Association.

17.2.2 Amounts. The project facilities for an amount (after application for any deductions) equal to ninety percent (90%) of their actual cash value at the time the insurance is purchased and at each renewal date. Personal property owned by the Association for an amount equal to its actual cash value.

The Executive Board is authorized to obtain appraisals periodically for the purpose of establishing said replacement costs of the project facilities and the actual cash value of the personal property and the cost of such appraisals shall be a Common Expense.

17.2.3 Risks Insured Against. The insurance shall afford protection against all risks of direct physical loss commonly insured against.

17.2.4 Other Provisions. Insurance policies required by this Section shall provide that:

a. The insurer waives the right to subrogation under the policy against a Unit Owner or member of the household of Unit Owner;

b. An act or omission by a Unit Owner, unless acting within the scope of the Unit Owner's authority on behalf of the Association will not void the policy or be a condition to recovery under the policy;

c. If, at the time of a loss under the policy, there is other insurance in the name of the Unit Owner covering the same risk covered by the policy, the Association's policy provides primary insurance;

d. Loss must be adjusted within the Association;

e. Insurance proceeds must be paid to any insurance trustee designated in the policy for the purpose, and in the absence of such designation to the Association, in either case to be held in trust for each Unit Owner and each Unit Owner's Mortgagee;

f. The insurer may not cancel or refuse to renew the policy until thirty (30) days after notice of the proposed cancellation or a non-renewal has been mailed to the Association, each Unit Owner and each holder of a mortgage to whom a certificate or memorandum of insurance has been issued at their respective last known addresses; and

g. The name of the insured shall be substantially listed as follows: The Ivy Ridge Condominium Association, Inc., for the use and benefit of the individual Unit Owners.

Section 17.3 Liability Insurance. Liability Insurance, including medical payments insurance, in an amount determined by the Executive Board, but in no event less than One Million ($1,000,000.00) Dollars covering all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the Common Elements, Limited Common Elements and the activities of the Association.

17.3.1 Other Provisions. Insurance policies carried pursuant to this Section shall provide that:

a. Each Unit Owner is an insured person under the policy with respect to liability arising out of the Unit Owner's Percentage Interest in the Common Elements, Limited Common Elements or membership in the Association.

b. The insurer waives the right to subrogation under the policy against any Unit Owner or member of the household of Unit Owner.

c. An act or omission by any Unit Owner, unless acting within the scope of the Unit Owner's authority on behalf of the Association, will not void the policy or be a condition to recovery under the policy.

e. If, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same residence covered by the policy, the policy of the Association provides primary insurance.

Section 17.4 Fidelity Bonds or Employee Dishonesty Endorsement. A blanket fidelity bond or Employee Dishonesty Endorsement is required for anyone who either handles or is responsible for funds held or administered by the Association, whether or not they receive compensation for their services. The bond or endorsement shall name the Association as obligee and shall cover the maximum funds that will be in the custody of the Association or the manager at any time while the bond or endorsement is in force, and in no event less than an amount equal to seven (7) months assessments for all Units plus reserve funds. The bond or endorsement shall include a provision that calls for ten (10) days written notice to the Association, to each holder of a mortgage in a Unit, to each servicer that services an FNMA-owned or FHLMC-owned mortgage on a Unit and to the insurance trustee, if any, before the bond or endorsement can be cancelled or substantially modified for any reason.

Section 17.5 Unit Owner Policies. An insurance policy issued to the Association does not prevent a Unit Owner from obtaining insurance for his or her own benefit.

Section 17.6 Workers Compensation Insurance. The Executive Board shall obtain and maintain Workers Compensation Insurance, if applicable, to meet the requirements of the laws of the Commonwealth of Pennsylvania.

Section 17.7 Directors and Officers Liability Insurance. The Executive Board shall obtain and maintain Directors and Officers Liability Insurance if available, covering all of the directors and officers of the Association in such limits as the Executive Board may from time to time determine. The Executive Board shall obtain insurance to satisfy the indemnification obligation of the Association and all Unit Owners set forth above, if and to the extent available at reasonable cost.

Section 17.8 Other Insurance. The Association may carry other insurance which the Executive Board considers appropriate to protect the Association or the Unit Owners.

Section 17.9 Premiums. The premiums from any insurance policy obtained by the Executive Board shall be a Common Expense. The premiums from any insurance policy obtained by the Unit Owner for his or her own benefit shall be the Unit Owner's expense.

ARTICLE XVIII
LIMITATION OF LIABILITY FOR EXECUTIVE BOARD MEMBERS AND OFFICERS

Section 18.1 Standard of Conduct.

18.1.1 In the performance of their duties, the officers and members of the Executive Board shall stand in a fiduciary relation to the Association and shall perform their duties, including duties as members of any committee of the Board upon which they may serve, in good faith, in a manner they reasonably believe to be in the best interests of the Association and with such care, including reasonable inquiry, skill and diligence, as a person of ordinary prudence would use under similar circumstances.

18.1.2 In discharging the duties of their respective positions, the Executive Board members and officers may, in considering the best interests of the Association, consider the effects of any action upon employees and upon suppliers of the Association and upon communities in which the Condominium is located, and all other pertinent factors. The consideration of those factors shall not constitute a violation of the standards described above.

18.1.3 Absent a breach of fiduciary duty, lack of good faith or self-dealing, actions taken as an Executive Board member or officer or any failure to take any action shall be presumed to be in the best interest of the Association.

Section 18.2 Good Faith Reliance. In performing his duties, an officer or Executive Board member shall be entitled to rely in good faith on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by any of the following:

18.2.1 One or more other officers or employees of the Association whom the officer or Executive Board member reasonably believes to be reliable and competent in the matters presented.

18.2.2 Counsel, public accountants or other persons as to matters which the officer or Executive Board member reasonably believes to be within the professional or expert competence of such person.

18.2.3 A committee of the Executive Board upon which he does not serve, duly designated in accordance with law, as to matters within its designated authority, which committee the officer or Executive Board member reasonably believes to merit confidence.

18.2.4 An officer or Executive Board member shall not be considered to be acting in good faith if he has knowledge concerning the matter in question that would cause his reliance to be unwarranted.

Section 18.3 Limited Liability. No Executive Board member or officer, in his capacity as such, shall be personally liable for monetary damages for any action taken, or any failure to take any action, unless he has breached or failed to perform the duties of his office under the standards described above; provided, however, that the provisions of this Section 18.3 shall not apply to the responsibility or liability of an Executive Board member or officer pursuant to any criminal statute, or to the liability of an Executive Board member or officer for the payment of taxes pursuant to local, state or federal law.

Section 18.4 Indemnification. To the extent permitted under Pennsylvania law, each member of the Executive Board, in his capacity as an Executive Board member, officer or both, shall be indemnified by the Association against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed upon him in connection with any proceeding in which he may become involved by reason of his being or having been a member and/or officer of the Executive Board, or any settlement of any such proceeding, whether or not he is an Executive Board member, officer or both at the time such expenses are incurred, except in such cases wherein such Executive Board member and/or officer is adjudged to be in breach of the standards of conduct described above; provided that, in the event of a settlement, this indemnification shall apply only if and when the Executive Board (with the affected member abstaining if he is then an Executive Board member and/or officer) approves such settlement and reimbursement as being in the best interests of the Association; and provided further that, indemnification hereunder with respect to any criminal action or proceeding is permitted only if such Executive Board member and/or officer had no reasonable cause to believe his conduct was unlawful. The indemnification by the Unit Owners set forth in this Section 19.4 shall be paid by the Association on behalf of the Unit Owners and shall constitute a Common Expense and shall be assessed and collectible as

such. Such right of indemnification shall not be deemed exclusive of any other rights to which such Executive Board member and/or officer may be entitled as a matter of law or agreement or by vote of the Unit Owners or otherwise.

To the extent permissible under Pennsylvania law, expenses incurred by an Executive Board member and/or officer in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceeding upon the request of the Executive Board member and/or officer, after the Association has received an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Association.

Section 18.5 Rules and Regulations. This Section 18.5 shall be the same as Section 13.4 and all Subsections of the Master Declaration, which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.

ARTICLE XIX
ADDITIONAL REAL ESTATE

Section 19.1 Addition of Real Estate. Declarant hereby reserves the option to add to this Flexible Condominium any, all, or part of the Real Estate as set forth in Exhibit "C" attached hereto and incorporated by reference.

ARTICLE XX
CONVERSION OF ADDITIONAL REAL ESTATE

Section 20.1 Reservation.

Declarant hereby explicitly reserves an option, until the seventh (7^{th}) anniversary of the recording of this Declaration, to convert all or any portion of the Additional Real Estate to Units, Common Elements, Limited Common Elements, or any combination thereof 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 any Unit. This option to convert may be terminated prior to such anniversary only upon the filing of an amendment to this Declaration by the Declarant. Declarant expressly reserves the right to convert 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 converted, added, or withdrawn; provided, however, that the Additional Real Estate shall not exceed the area described as such on Exhibit "C" attached hereto. There are no other limitations on this option the convert Additional Real Estate.

Section 20.2 Assurances.

If the Additional Real Estate is converted, the Units on the Additional Real Estate will be located approximately as shown on the Plat and Plans. At such time as the Additional Real Estate is completely converted, the maximum number of Units in the Condominium as an aggregate will be no more than eighty-four (84) total residential Units. All the Units shall be restricted to residential use. Any buildings to be renovated or constructed within the Additional Real Estate and Units therein shall be compatible in quality, size, materials, and architectural style with the existing buildings. All restrictions in this Declaration affecting use, occupancy, and alienation of Units shall apply to Units created within the Additional Real Estate. No assurances are made as to any other improvements and Limited Common Elements to be made or created in the Additional Real Estate, nor the proportion of Limited Common Elements to Units therein. The reallocation of Percentage Interests in the Additional Real Estate and the Property shall be computed as required by Sections 2.1 and 2.2 above. All restrictions in this Declaration affecting use, occupancy, and alienation of Units shall apply to Units created in the Additional Real Estate. In the event that Declarant shall not convert, or converts and then subsequently withdraws, any portion of the Additional Real Estate, Declarant shall nevertheless have the right to develop the Real Estate described in Exhibit "C" and operate the same without restriction, except as set forth above.

IN WITNESS WHEREOF, the said Declarant, has executed this Declaration this 15th day of January, ~~2008~~. 2009

WITNESS

C. Anthony Fruchtl

Pinnacle Development, LLC

By: _____
Robert E. Poole, Jr., President/Managing Member

Pinnacle Development 2, LLC

C. Anthony Fruchtl

By: _____
Robert E. Poole, Jr., Managing Member

Pinnacle Development 2/ Gregory Limited Liability Company I Joint Venture

C. Anthony Fruchtl

By: _____
Robert E. Poole Jr., Managing Member

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COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF CENTRE :

On this, the 15th day of January, ~~2008~~ 2009, before me, a Notary public, in and for said Commonwealth, personally appeared, Robert E. Poole, Jr., who, after being duly sworn according to law, deposes and says that he is the President/Managing Member of Pinnacle Development, LLC, that he is authorized to execute the Condominium Declaration for The Ivy Ridge Condominium for the purpose therein contained.

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

Alicia N. Cornali
NOTARY PUBLIC
My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Alicia N. Cornali, Notary Public
Ferguson Twp., Centre County
My Commission Expires July 27, 2012
Member, Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF CENTRE :

On this, the 15th day of January, ~~2008~~ 2009, before me, a Notary public, in and for said Commonwealth, personally appeared, Robert E. Poole, who, after being duly sworn according to law, deposes and says that he is the Managing Member of Pinnacle Development 2, LLC, that he is authorized to execute the Condominium Declaration for The Collegiate Condominium for the purpose therein contained.

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

Alicia N. Cornali
NOTARY PUBLIC
My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Alicia N. Cornali, Notary Public
Ferguson Twp., Centre County
My Commission Expires July 27, 2012
Member, Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF CENTRE :

On this, the 15th day of January, ~~2008~~ 2009, before me, a Notary public, in and for said Commonwealth, personally appeared, Robert E. Poole, who, after being duly sworn according to law, deposes and says that he is the Managing Member of Pinnacle Development 2/ Gregory Limited Liability Company I Joint Venture, that he is authorized to execute the Condominium Declaration for The Ivy Ridge Condominium for the purpose therein contained.

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

Alicia N. Cornali
NOTARY PUBLIC
My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Alicia N. Cornali, Notary Public
Ferguson Twp., Centre County
My Commission Expires July 27, 2012
Member, Pennsylvania Association of Notaries

EXHIBIT "A"

Overall Legal Description

PHASE ONE

TRACT ONE (Lot 801, Phase 8)

All that certain tract of land situated in Patton Township, Centre County, PA, being Lot 801, as shown on a plan entitled, "Preliminary/ Final Subdivision Plan Phases 6, 7, & 8" prepared by PennTerra Engineering, Inc., dated January 2, 2008 and recorded July 9, 2008 in Plat Book 81 at Page 35, being more particularly bounded and described as follows:

BEGINNING at a point of land being an iron pin set along the eastern edge of the right-of-way for Woodledge Drive (50' R-O-W) and Lot No. 802 on the above referenced plan, thence along said Lot No. 802 South 68 degrees 06 minutes 45 seconds East for a distance of 100.72 feet to a point; thence along said point South 35 degrees 57 minutes 11 seconds East for a distance of 125.15 feet to a point; thence along said point South 16 degrees 38 minutes 02 seconds East for a distance of 176.81 feet to a point along the right-of-way for Toftress Avenue (70' R-O-W); thence along said right-of-way along a curve to the left having a radius of 635.00 feet, an arc of 79.16 feet, and a chord bearing of South 15 degrees 50 minutes 29 seconds West for a distance of 79.11 feet to a point; thence along said point along a curve to the right having a radius of 14.00 feet, an arc of 22.47 feet, and a chord bearing of South 58 degrees 14 minutes 28 seconds West for a distance of 20.13 feet to a point along the right-of-way for Beaumanor Road (50' R-O-W); thence along said right-of-way along a curve to the right having a radius of 150.00 feet, an arc of 154.86 feet, and a chord bearing of North 46 degrees 12 minutes 39 seconds West for a distance of 148.08 feet to a point; thence along said point North 16 degrees 38 minutes 02 seconds West for a distance of 50.41 feet to a point; thence along said point along a curve to the left having a radius of 275.00 feet, an arc of 170.87 feet, and a chord bearing of North 34 degrees 26 minutes 01 seconds West for a distance of 168.13 feet to a point; thence along said point along a curve to the right having a radius of 14.00 feet, an arc of 20.68 feet, and a chord bearing of North 09 degrees 55 minutes 12 seconds West for a distance of 18.85 feet to a point along the right-of-way for Woodledge Drive (50' R-O-W); thence along said right-of-way along a curve to the left having a radius of 325.00 feet, an arc of 59.59 feet, and a chord bearing of North 27 degrees 08 minutes 25 seconds East for a distance of 59.51 feet to a point; thence along said point North 21 degrees 53 minutes 15 seconds East for a distance of 36.64 feet to a point being an iron pin along Lot No. 802 on the above referenced plan, being the place of BEGINNING, CONTAINING 1.165 acres +/-.

TRACT TWO (Lot 803, Phase 8)

All that certain tract of land situated in Patton Township, Centre County, PA, being Lot 803, as shown on a plan entitled, "Preliminary/ Final Subdivision Plan Phases 6, 7, & 8" prepared by PennTerra Engineering, Inc., dated January 2, 2008 and recorded July 9, 2008 in Plat Book 81 at Page 35, being more particularly bounded and described as follows:

BEGINNING at a point of land being an iron pin set along the eastern edge of the right-of-way for Beaumanor Road (50' R-O-W) and lands now or formerly of Pinnacle Development, LLC (Residue of Tax Parcel 18-21-10), thence along said lands now or formerly of Pinnacle Development, LLC, North 50 degrees 15 minutes 54 seconds East for a distance of 135.30 feet to a point along lands now or formerly of Sharon E. Teaman; thence along said lands and

continuing along lands now or formerly of Samuel M. Jaffe South 31 degrees 50 minutes 49 seconds East for a distance of 160.72 feet to a point; thence along said point and along lands now or formerly of John C. Haas South 42 degrees 22 minutes 12 seconds East for a distance of 147.01 feet to a point; thence along said point and along lands now or formerly of Roger D. and Corinne S. Coplan South 63 degrees 13 minutes 23 seconds East for a distance of 133.40 feet to a point along the right-of-way for Woodledge Drive (50' R-O-W); thence along said right-of-way South 21 degrees 53 minutes 15 seconds West for a distance of 65.93 feet to a point; thence along said point along a curve to the right having a radius of 275.00 feet, an arc of 51.07 feet, and a chord bearing of South 27 degrees 12 minutes 26 seconds West for a distance of 51.00 feet to a point; thence along said point along a curve to the right having a radius of 14.00 feet, an arc of 21.37 feet, and a chord bearing of South 76 degrees 15 minutes 28 seconds West for a distance of 19.36 feet to a point along the right-of-way for Beaumanor Road (50' R-O-W); thence along said right-of-way North 60 degrees 00 minutes 46 seconds West for a distance of 75.16 feet to a point; thence along said point along a curve to the right having a radius of 400.00 feet, an arc of 141.57 feet, and a chord bearing of North 49 degrees 52 minutes 26 seconds West for a distance of 140.83 feet to a point; thence along said point North 39 degrees 44 minutes 06 seconds West for a distance of 262.10 feet to a point being an iron pin set along lands now or formerly of Pinnacle Development, LLC, being the place of BEGINNING, CONTAINING 1.308 acres +/-.

TRACT THREE (Lot 804, Phase 8)

All that certain tract of land situated in Patton Township, Centre County, PA, being Lot 804, as shown on a plan entitled, "Preliminary/ Final Subdivision Plan Phases 6, 7, & 8" prepared by PennTerra Engineering, Inc., dated January 2, 2008 and recorded July 9, 2008 in Plat Book 81 at Page 35, being more particularly bounded and described as follows:

BEGINNING at a point of land being an iron pin set along lands now or formerly of Pinnacle Development, LLC (Residue of Tax Parcel 18-21-10) and the western edge of the right-of-way for Woodledge Drive (50' R-O-W), thence along said lands now or formerly of Pinnacle Development, LLC, North 35 degrees 37 minutes 27 seconds West for 104.23 feet to a point; thence along said point North 42 degrees 12 minutes 26 seconds West for a distance of 98.51 feet to a point; thence along said point North 43 degrees 27 minutes 59 seconds West for a distance of 303.90 feet to a point; thence along said point North 50 degrees 15 minutes 54 seconds East for a distance of 128.81 feet to a point along the western edge of the right-of-way of Beaumanor Road (50' R-O-W); thence along said right-of-way South 39 degrees 44 minutes 06 seconds East for a distance of 287.55 feet to a point; thence along said point along a curve to the left having a radius of 450.00 feet, an arc of 159.26 feet, and a chord bearing of South 49 degrees 52 minutes 26 seconds East for a distance of 158.43 feet to a point; thence along said point South 60 degrees 00 minutes 46 seconds East for a distance of 16.36 feet to a point along Lot No. 805 on the herein above referenced plan; thence along said Lot No. 805 along a curve to the left having a radius of 55.00 feet, an arc of 76.16 feet, and a chord bearing of South 03 degrees 26 minutes 38 seconds West for a distance of 70.22 feet to a point along the right-of-way for Woodledge Drive (50' R-O-W); thence along said right-of-way South 55 degrees 38 minutes 57 seconds West for a distance of 121.45 feet to a point being an iron pin set along lands now or formerly of Pinnacle Development, LLC (Residue of Tax Parcel 18-21-10), being the place of BEGINNING, CONTAINING 1.388 acres +/-.

TRACT FOUR (Lot 702, Phase 7)

All that certain tract of land situated in Patton Township, Centre County, PA, being Lot 702, as shown on a plan entitled, "Preliminary/ Final Plan Phases 6, 7, & 8" prepared by PennTerra Engineering, Inc., dated January 2, 2008 and recorded July 9, 2008 in Plat Book 81 at Page 35, being more particularly bounded and described as follows:

BEGINNING at a point of land being the southernmost corner of Lot No. 804 on the herein above referenced plan and the right-of-way for Woodledge Drive (50' R-O-W), thence along said right-of-way South 55 degrees 38 minutes 57 seconds West for a distance of 104.34 feet to a point; thence along said point along a curve to the right having a radius of 14.00 feet, an arc of 21.68 feet, and a chord bearing of North 79 degrees 59 minutes 15 seconds West for a distance of 19.58 feet to a point along the right-of-way for Victory Boulevard (50' R-O-W); thence along said right-of-way North 35 degrees 37 minutes 27 seconds West for a distance of 76.16 feet to a point; thence along said point along a curve to the left having a radius of 850.00 feet, an arc of 96.96 feet, and a chord bearing of North 38 degrees 53 minutes 32 seconds East for a distance of 79.11 feet to a point along lands now or formerly of Pinnacle Development, LLC (Residue of Tax Parcel 18-21-10); thence along said lands North 47 degrees 50 minutes 23 seconds East for a distance of 112.97 feet to a point along Lot No. 804 on the herein above referenced plan; thence along said Lot No. 804 South 42 degrees 12 minutes 26 seconds East for a distance of 98.51 feet to a point; thence along said point South 35 degrees 37 minutes 27 seconds East for a distance of 104.23 feet to a point along the right-of-way for Woodledge Drive (50' R-O-W), being the place of BEGINNING, CONTAINING 0.519 acres +/-.

TRACT FIVE (Lot 805, Phase 8)

All that certain tract of land situated in Patton Township, Centre County, PA, being Lot 805, as shown on a plan entitled, "Preliminary/ Final Plan Phases 6, 7, & 8" prepared by PennTerra Engineering, Inc., dated January 2, 2008 and recorded July 9, 2008 in Plat Book 81 at Page 35, being more particularly bounded and described as follows:

BEGINNING at a point of land being along tbe right-of-way for Woodledge Drive (50' R-O-W) and the southeastern corner of Lot No. 804 on the herein above referenced plan South 60 degrees 00 minutes 46 seconds East for a distance of 43.20 feet to a point; thence along said point along a curve to the right having a radius of 14.00 feet, an arc of 26.90 feet, and a chord bearing of South 04 degrees 58 minutes 38 seconds East for a distance of 22.95 feet to a point; thence along said point and along the right-of-way for Woodledge Drive (50' R-O-W) along a curve to the right having a radius of 275.00 feet, an arc of 26.84 feet, and a chord bearing of South 52 degrees 51 minutes 13 seconds West for a distance of 26.83 feet to a point; thence along said point South 55 degrees 38 minutes 57 seconds West for a distance of 16.73 feet to a point along Lot No. 804 on the herein above referenced plan; thence along said Lot No. 804 along a curve to the right having a radius of 55.00 feet, an arc of 76.16 feet, and a chord bearing of North 03 degrees 26 minutes 29 seconds West for a distance of 70.22 feet to a point along the right-of-way for Woodledge Drive (50' R-O-W), being the place of BEGINNING, CONTAINING 0.055 acres +/-.

EXHIBIT "B"

Legal Description - Phase I "Must be Built"

PHASE ONE

TRACT ONE (Lot 801, Phase 8)

All that certain tract of land situated in Patton Township, Centre County, PA, being Lot 801, as shown on a plan entitled, "Preliminary/ Final Subdivision Plan Phases 6, 7, & 8" prepared by PennTerra Engineering, Inc., dated January 2, 2008 and recorded July 9, 2008 in Plat Book 81 at Page 35, being more particularly bounded and described as follows:

BEGINNING at a point of land being an iron pin set along the eastern edge of the right-of-way for Woodledge Drive (50' R-O-W) and Lot No. 802 on the above referenced plan, thence along said Lot No. 802 South 68 degrees 06 minutes 45 seconds East for a distance of 100.72 feet to a point; thence along said point South 35 degrees 57 minutes 11 seconds East for a distance of 125.15 feet to a point; thence along said point South 16 degrees 38 minutes 02 seconds East for a distance of 176.81 feet to a point along the right-of-way for Toftress Avenue (70' R-O-W); thence along said right-of-way along a curve to the left having a radius of 635.00 feet, an arc of 79.16 feet, and a chord bearing of South 15 degrees 50 minutes 29 seconds West for a distance of 79.11 feet to a point; thence along said point along a curve to the right having a radius of 14.00 feet, an arc of 22.47 feet, and a chord bearing of South 58 degrees 14 minutes 28 seconds West for a distance of 20.13 feet to a point along the right-of-way for Beaumanor Road (50' R-O-W); thence along said right-of-way along a curve to the right having a radius of 150.00 feet, an arc of 154.86 feet, and a chord bearing of North 46 degrees 12 minutes 39 seconds West for a distance of 148.08 feet to a point; thence along said point North 16 degrees 38 minutes 02 seconds West for a distance of 50.41 feet to a point; thence along said point along a curve to the left having a radius of 275.00 feet, an arc of 170.87 feet, and a chord bearing of North 34 degrees 26 minutes 01 seconds West for a distance of 168.13 feet to a point; thence along said point along a curve to the right having a radius of 14.00 feet, an arc of 20.68 feet, and a chord bearing of North 09 degrees 55 minutes 12 seconds West for a distance of 18.85 feet to a point along the right-of-way for Woodledge Drive (50' R-O-W); thence along said right-of-way along a curve to the left having a radius of 325.00 feet, an arc of 59.59 feet, and a chord bearing of North 27 degrees 08 minutes 25 seconds East for a distance of 59.51 feet to a point; thence along said point North 21 degrees 53 minutes 15 seconds East for a distance of 36.64 feet to a point being an iron pin along Lot No. 802 on the above referenced plan, being the place of BEGINNING, CONTAINING 1.165 acres +/-.

TRACT TWO (Lot 803, Phase 8)

All that certain tract of land situated in Patton Township, Centre County, PA, being Lot 803, as shown on a plan entitled, "Preliminary/ Final Subdivision Plan Phases 6, 7, & 8" prepared by PennTerra Engineering, Inc., dated January 2, 2008 and recorded July 9, 2008 in Plat Book 81 at Page 35, being more particularly bounded and described as follows:

BEGINNING at a point of land being an iron pin set along the eastern edge of the right-of-way for Beaumanor Road (50' R-O-W) and lands now or formerly of Pinnacle Development, LLC (Residue of Tax Parcel 18-21-10), thence along said lands now or formerly of Pinnacle Development, LLC, North 50 degrees 15 minutes 54 seconds East for a distance of 135.30 feet to a point along lands now or formerly of Sharon E. Teaman; thence along said lands and

continuing along lands now or formerly of Samuel M. Jaffe South 31 degrees 50 minutes 49 seconds East for a distance of 160.72 feet to a point; thence along said point and along lands now or formerly of John C. Haas South 42 degrees 22 minutes 12 seconds East for a distance of 147.01 feet to a point; thence along said point and along lands now or formerly of Roger D. and Corinne S. Coplan South 63 degrees 13 minutes 23 seconds East for a distance of 133.40 feet to a point along the right-of-way for Woodledge Drive (50' R-O-W); thence along said right-of-way South 21 degrees 53 minutes 15 seconds West for a distance of 65.93 feet to a point; thence along said point along a curve to the right having a radius of 275.00 feet, an arc of 51.07 feet, and a chord bearing of South 27 degrees 12 minutes 26 seconds West for a distance of 51.00 feet to a point; thence along said point along a curve to the right having a radius of 14.00 feet, an arc of 21.37 feet, and a chord bearing of South 76 degrees 15 minutes 28 seconds West for a distance of 19.36 feet to a point along the right-of-way for Beaumanor Road (50' R-O-W); thence along said right-of-way North 60 degrees 00 minutes 46 seconds West for a distance of 75.16 feet to a point; thence along said point along a curve to the right having a radius of 400.00 feet, an arc of 141.57 feet, and a chord bearing of North 49 degrees 52 minutes 26 seconds West for a distance of 140.83 feet to a point; thence along said point North 39 degrees 44 minutes 06 seconds West for a distance of 262.10 feet to a point being an iron pin set along lands now or formerly of Pinnacle Development, LLC, being the place of BEGINNING, CONTAINING 1.308 acres +/-.

TRACT THREE (Lot 804, Phase 8)

All that certain tract of land situated in Patton Township, Centre County, PA, being Lot 804, as shown on a plan entitled, "Preliminary/ Final Subdivision Plan Phases 6, 7, & 8" prepared by PennTerra Engineering, Inc., dated January 2, 2008 and recorded July 9, 2008 in Plat Book 81 at Page 35, being more particularly bounded and described as follows:

BEGINNING at a point of land being an iron pin set along lands now or formerly of Pinnacle Development, LLC (Residue of Tax Parcel 18-21-10) and the western edge of the right-of-way for Woodledge Drive (50' R-O-W), thence along said lands now or formerly of Pinnacle Development, LLC, North 35 degrees 37 minutes 27 seconds West for 104.23 feet to a point; thence along said point North 42 degrees 12 minutes 26 seconds West for a distance of 98.51 feet to a point; thence along said point North 43 degrees 27 minutes 59 seconds West for a distance of 303.90 feet to a point; thence along said point North 50 degrees 15 minutes 54 seconds East for a distance of 128.81 feet to a point along the western edge of the right-of-way of Beaumanor Road (50' R-O-W); thence along said right-of-way South 39 degrees 44 minutes 06 seconds East for a distance of 287.55 feet to a point; thence along said point along a curve to the left having a radius of 450.00 feet, an arc of 159.26 feet, and a chord bearing of South 49 degrees 52 minutes 26 seconds East for a distance of 158.43 feet to a point; thence along said point South 60 degrees 00 minutes 46 seconds East for a distance of 16.36 feet to a point along Lot No. 805 on the herein above referenced plan; thence along said Lot No. 805 along a curve to the left having a radius of 55.00 feet, an arc of 76.16 feet, and a chord bearing of South 03 degrees 26 minutes 38 seconds West for a distance of 70.22 feet to a point along the right-of-way for Woodledge Drive (50' R-O-W); thence along said right-of-way South 55 degrees 38 minutes 57 seconds West for a distance of 121.45 feet to a point being an iron pin set along lands now or formerly of Pinnacle Development, LLC (Residue of Tax Parcel 18-21-10), being the place of BEGINNING, CONTAINING 1.388 acres +/-.

TRACT FOUR (Lot 702, Phase 7)

All that certain tract of land situated in Patton Township, Centre County, PA, being Lot 702, as shown on a plan entitled, "Preliminary/ Final Plan Phases 6, 7, & 8" prepared by PennTerra Engineering, Inc., dated January 2, 2008 and recorded July 9, 2008 in Plat Book 81 at Page 35, being more particularly bounded and described as follows:

BEGINNING at a point of land being the southernmost corner of Lot No. 804 on the herein above referenced plan and the right-of-way for Woodledge Drive (50' R-O-W), thence along said right-of-way South 55 degrees 38 minutes 57 seconds West for a distance of 104.34 feet to a point; thence along said point along a curve to the right having a radius of 14.00 feet, an arc of 21.68 feet, and a chord bearing of North 79 degrees 59 minutes 15 seconds West for a distance of 19.58 feet to a point along the right-of-way for Victory Boulevard (50' R-O-W); thence along said right-of-way North 35 degrees 37 minutes 27 seconds West for a distance of 76.16 feet to a point; thence along said point along a curve to the left having a radius of 850.00 feet, an arc of 96.96 feet, and a chord bearing of North 38 degrees 53 minutes 32 seconds East for a distance of 79.11 feet to a point along lands now or formerly of Pinnacle Development, LLC (Residue of Tax Parcel 18-21-10); thence along said lands North 47 degrees 50 minutes 23 seconds East for a distance of 112.97 feet to a point along Lot No. 804 on the herein above referenced plan; thence along said Lot No. 804 South 42 degrees 12 minutes 26 seconds East for a distance of 98.51 feet to a point; thence along said point South 35 degrees 37 minutes 27 seconds East for a distance of 104.23 feet to a point along the right-of-way for Woodledge Drive (50' R-O-W), being the place of BEGINNING, CONTAINING 0.519 acres +/-.

TRACT FIVE (Lot 805, Phase 8)

All that certain tract of land situated in Patton Township, Centre County, PA, being Lot 805, as shown on a plan entitled, "Preliminary/ Final Plan Phases 6, 7, & 8" prepared by PennTerra Engineering, Inc., dated January 2, 2008 and recorded July 9, 2008 in Plat Book 81 at Page 35, being more particularly bounded and described as follows:

BEGINNING at a point of land being along the right-of-way for Woodledge Drive (50' R-O-W) and the southeastern corner of Lot No. 804 on the herein above referenced plan South 60 degrees 00 minutes 46 seconds East for a distance of 43.20 feet to a point; thence along said point along a curve to the right having a radius of 14.00 feet, an arc of 26.90 feet, and a chord bearing of South 04 degrees 58 minutes 38 seconds East for a distance of 22.95 feet to a point; thence along said point and along the right-of-way for Woodledge Drive (50' R-O-W) along a curve to the right having a radius of 275.00 feet, an arc of 26.84 feet, and a chord bearing of South 52 degrees 51 minutes 13 seconds West for a distance of 26.83 feet to a point; thence along said point South 55 degrees 38 minutes 57 seconds West for a distance of 16.73 feet to a point along Lot No. 804 on the herein above referenced plan; thence along said Lot No. 804 along a curve to the right having a radius of 55.00 feet, an arc of 76.16 feet, and a chord bearing of North 03 degrees 26 minutes 29 seconds West for a distance of 70.22 feet to a point along the right-of-way for Woodledge Drive (50' R-O-W), being the place of BEGINNING, CONTAINING 0.055 acres +/-.

EXHIBIT "C"

Legal Description –Additional Convertible Real Estate

Lot 1A-Remainder

ALL that certain lot or piece of ground lying, being and situate in the Township of Patton, County of Centre, Commonwealth of Pennsylvania, being more particularly bound and described as follows:

BEGINNING at a point at land being along the western lot line of lands now or formerly of Sharon E. Teaman and lands designated as Lot No. 803 South 50 degrees 15 minutes 54 seconds West for a distance of 135.30 feet to a point; thence along said point North 39 degrees 44 minutes 06 seconds West for a distance of 25.45 feet to a point; thence along said point and along lands designated as Lot No. 804 South 50 degrees 15 minutes 54 seconds West for a distance of 178.81 feet to a point; thence along said point South 43 degrees 27 minutes 59 seconds East for a distance of 303.90 feet to a point; thence along said point and along lands designated as Lot No. 702 South 47 degrees 50 minutes 23 seconds West for a distance of 162.97 feet to a point; thence along said point along a curve to the right having a radius of 800.00 feet, an arc of 25.68 feet, and a chord bearing of South 41 degrees 14 minutes 26 seconds East for a distance of 25.68 feet to a point; thence along said point and along lands designated as Lot No. 703 (Collegiate Station Condominium) and continuing along Lot No. 704 (Public Parkland), South 47 degrees 48 minutes 46 seconds West for a distance of 170.53 feet to a point; thence along said Lot No. 704 (Public Parkland) South 42 degrees 11 minutes 14 seconds East for a distance of 150.00 feet to a point along the right-of-way for Woodledge Drive (50' R-O-W); thence along right-of-way South 47 degrees 48 minutes 46 seconds West for a distance of 91.30 feet to a point; thence along said point and continuing along Lot No. 701 (Collegiate Station Condominium) South 42 degrees 11 minutes 14 seconds East for a distance of 202.00 feet to a point; thence along said point North 47 degrees 48 minutes 46 seconds East for a distance of 184.45 feet to a point; thence along said point South 49 degrees 10 minutes 05 seconds East for a distance of 63.47 feet to a point along lands now or formerly of Bruce K. & Susan S. Heim; thence along said lands South 47 degrees 48 minutes 46 seconds West for a distance of 286.91 feet to a point; thence along said point and along lands designated as Lot 1B South 70 degrees 59 minutes 56 seconds West for a distance of 349.10 feet to a point; thence along said point North 34 degrees 32 minutes 41 seconds West for a distance of 639.40 feet to a point along lands now or formerly of Toftrees Golf Club Inc.; thence along said lands North 24 degrees 35 minutes 43 seconds East for a distance of 692.13 feet to a point; thence along said point North 15 degrees 46 minutes 21 seconds West for a distance of 175.68 feet to a point along lands designated as Woodledge Drive Cluster C Tract "SS"); thence along said lands North 60 degrees 02 minutes 33 seconds East for a distance of 361.31 feet to a point; thence South 38 degrees 52 minutes 40 seconds East 195.03 feet to a point; thence along said point and along lands now or formerly of Alan M. & Anna L. Catanoso and continuing along lands now or formerly of Joseph V., Jr. & Kelley A. Paterno and lands now or formerly of Donald D. & Julianne Bergn South 47 degrees 36 minutes 36 seconds East for a distance of 169.00 feet to a point along lands now or formerly of Sharon E. Teaman; thence along said lands South 31 degrees 50 minutes 49 seconds East for a distance of 57.25 feet to a point, being the place of BEGINNING. CONTAINING 16.262 acres +/-.

Lot 1B

ALL that certain lot or piece of ground being, being and situate in the Township of Patten, County of Centre, Commonwealth of Pennsylvania, being more particularly bound and described as follows:

BEGINNING at a point of land being the southwestern corner of lands now or formerly of Bruce K. & Susan Heim and the right-of-way for Toftrees Avenue (variable width), thence along said right-of-way along a curve to the right having a radius of 800.00 feet, an arc of 222.95 feet, and a chord bearing of South 63 degrees 00 minutes 57 seconds West for a distance of 222.23 feet to a point; thence along said point South 70 degrees 59 minutes 58 seconds West for a distance of 284.50 feet to a point; thence along said point along a curve to the left having a radius of 630.00 feet, an arc of 241.92 feet, and a chord bearing of South 59 degrees 59 minutes 56 seconds West for a distance of 240.43 feet to a point; thence along said point South 48 degrees 59 minutes 58 seconds West for a distance of 135.69 feet to a point; thence along said point along a curve to the right having a radius of 570.00 feet, an arc of 552.14 feet, and a chord bearing of South 76 degrees 44 minutes 59 seconds West for a distance of 530.80 feet to a point; thence along said point South 14 degrees 32 minutes 37 seconds West for a distance of 5.00 feet to a point; thence along said point North 75 degrees 30 minutes 02 seconds West for a distance of 265.10 feet to a point; thence along said point along a curve to the left having a radius of 1,025.00 feet, an arc of 266.33 feet, and a chord bearing of North 82 degrees 56 minutes 40 seconds West for a distance of 265.58 feet to a point; thence along said point and along lands now or formerly of Squirrel Run Associates North 00 degrees 23 minutes 17 seconds West for a distance of 79.00 feet to a point; thence along said point North 69 degrees 52 minutes 44 seconds West for a distance of 233.69 feet to a point; thence along said point North 37 degrees 41 minutes 07 seconds West for a distance of 144.00 feet to a point along lands now or formerly of Toftrees Golf Club Inc.; thence along said lands North 52 degrees 18 minutes 53 seconds East for a distance of 368.21 feet to a point; thence along said point North 55 degrees 27 minutes 19 seconds East for a distance of 1,039.81 feet to a point along Lot No. 1A; thence along said Lot No. 1A South 34 degrees 32 minutes 41 seconds East for a distance of 639.40 feet to a point; thence along said point North 70 degrees 59 minutes 56 seconds East for a distance of 349.10 feet to a point along lands now or formerly of Bruce K. & Susan S. Heim; thence along said lands South 49 degrees 09 minutes 40 seconds East for a distance of 374.44 feet to a point along the right-of-way for Toftrees Avenue (variable width), being the place of BEGINNING. CONTAINING 29.167 acres +/-.

EXHIBIT "D"

Plats and Plans

Recorded on this 30th day of January, 2009, in the Office of the Recorder of Deeds in and for Centre County in Map Drawer filed to Record Book 2027 at Page 152.

EXHIBIT "E"
Identifying Numbers, Voting Interest and
Percentage of Interest of Common Area

Pursuant to Article II, Section 2.1 of the Declaration for The Ivy Ridge Condominium.

Unit No.	Voting Interest	Percentage Interest of Common Area
105	1	3.33%
107	1	3.33%
111	1	3.33%
113	1	3.33%
121	1	3.33%
123	1	3.33%
127	1	3.33%
129	1	3.33%
133	1	3.33%
135	1	3.33%
151	1	3.33%
153	1	3.33%
156	1	3.33%
157	1	3.33%
158	1	3.33%
159	1	3.33%
160	1	3.33%
162	1	3.33%
163	1	3.33%
164	1	3.33%
165	1	3.33%
166	1	3.33%
169	1	3.33%
170	1	3.33%
171	1	3.33%
172	1	3.33%
174	1	3.33%
175	1	3.33%
176	1	3.33%
177	1	3.33%
TOTAL 30	30	100%

SHA Homes 19-6 4850

R 02042-0428 Aug 21, 2009
PINNACLE DEVELOPMENT LLC
IVY RIDGE CONDOMINIUM
08-21-2009
13:54:36
DECO 19 pgs RECORDER OF DEEDS

1st Amendment to The Ivy Ridge Condominium, a Pennsylvania Sub-Planned Flexible Condominium

WHEREAS, on January 15, 2009, Pinnacle Development, LLC, Pinnacle Development 2, LLC, Pinnacle Development 2/Gregory Limited Liability Company I Joint Venture, by a Condominium Declaration created a flexible sub-planned condominium known as **The Ivy Ridge Condominium**; and

WHEREAS, on January 30, 2009, the Condominium Declaration was recorded in the Recorder of Deeds Office for Centre County, Pennsylvania, in Record Book 2027 at Page 152; and

WHEREAS, the Condominium as filed consisted of a maximum of eighty-four (84) single-family semi-attached Units. Phase One as set forth in Exhibit "B" consisted of thirty (30) semi-attached single-family Units in fifteen (15) buildings; and

WHEREAS, due to changes in lending regulations pertaining to condominiums it has become necessary to rephase the original Phase One by making Units contained in thirteen (13) buildings numbered 105, 107, 111, 113, 127, 129, 133, 135, 156, 157, 158, 159, 160, 162, 163, 164, 165, 166, 169, 170, 171, 172, 174, 175, 176 and 177 and designating those Units on the original Declaration Plat as withdrawable and convertible; and

WHEREAS, by virtue of the rephasing it will not be necessary to restate the Percentage Interest set forth in Exhibit "E" as Article II, Section 2.1 and Section 2.2 will be amended.

NOW THEREFORE, the Declarant herein declare as follows:

1. That Article II, Section 2.5, entitled Flexible Condominium and Maximum Number of Units be deleted in its entirely and replaced as follows:

   The maximum number of Units that may be created by the Declarant pursuant to Section 3215(c) of the Act is eighty-four (84).

   It is the Declarant's intention to submit this development in multiple phases. Phases One A and B shall contain four (4) single-family semi-attached duplex residential dwelling Units.

2. That the original Exhibit "B" be deleted and a new description of Phase One as set forth in Exhibit "A" to this amendment be and is adopted.

3. A new description of Convertible/Withdrawable property as set forth in Exhibit "B" hereto to this amendment be and is adopted.

4. Article II, Section 2.1 is deleted in its entirety and replaced as follows:

Percentage Interests. Attached as Exhibit "E" hereto is a list of all Units which represent those in Phase One which must be built and Phases Two through Eight by their Identifying Numbers and the Percentage Interest appurtenant to each Unit. The Percentage Interest appurtenant to each Unit is a fraction, the numerator of which is the particular Unit and the denominator of which is number of Units set forth in Exhibit "E." If Units are added over and above the original thirty (30), then the Percentage interest shall change accordingly.

5. Article II, Section 2.2 is deleted in its entirety and replaced as follows:

Allocation of Percentage of Common Expenses owed to the Master Planned Unit Development. The Percentage Interest used to determine the Common Expense Liabilities of any Sub Planned Unit Development to the Master Planned Unit Development shall be determined by creating a fraction, the numerator of which is all units of any one particular Sub Planned Unit Development and the denominator of which is the total of Units as set forth in Exhibit "E." If Units are added over and above the original thirty (30), then the allocation of Percentage of Common Expenses shall be changed accordingly.

6. That the original Exhibit "D" is deleted and a new Condominium Declaration Plat as set forth in Exhibit "D" attached hereto to this amendment be and is adopted.

7. That all existing owners and prospective owners having sales' contracts as of the date of this amendment have consented by executing individual consent forms attached hereto and made a part hereof as multiple Exhibits "E."

8. That all other terms and conditions of the Condominium Declaration for The Ivy Ridge Condominium, a Pennsylvania Sub-Planned Flexible Condominium, dated January 15, 2009 and recorded January 30, 2009, in the Office of the Recorder of Deeds for Centre County, Pennsylvania, in Record Book 2027 at Page 152, are ratified and shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this Amendment this 20th day of August, 2009.

WITNESS

Pinnacle Development, LLC

By: _____
Robert E. Poole, Jr., President/Managing Member

Pinnacle Development 2, LLC

By: _____
Managing Member

Pinnacle Development 2/ Gregory Limited Liability
Company I Joint Venture

By: _____
Managing Member

COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF CENTRE :

On this, the 21st day of August, 2009, before me, a Notary public, in and for said Commonwealth, personally appeared, Robert E. Poole, Jr., who, after being duly sworn according to law, deposes and says that he is the President/Managing Member of Pinnacle Development, LLC, that he is authorized to execute the Condominium Declaration for The Ivy Ridge Condominium for the purpose therein contained.

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

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Alicia N. Cornali, Notary Public
Ferguson Twp., Centre County
My Commission Expires July 27, 2012
Member, Pennsylvania Association of Notaries

Alicia N. Cornali
NOTARY PUBLIC
My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF CENTRE :

On this, the 21st day of August, 2009, before me, a Notary public, in and for said Commonwealth, personally appeared, ROBERT E. POOLE, who, after being duly sworn according to law, deposes and says that he is the Managing Member of Pinnacle Development 2, LLC, that he is authorized to execute the Condominium Declaration for The Collegiate Condominium for the purpose therein contained.

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

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Alicia N. Cornali, Notary Public
Ferguson Twp., Centre County
My Commission Expires July 27, 2012
Member, Pennsylvania Association of Notaries

Alicia N. Cornali
NOTARY PUBLIC
My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF CENTRE :

On this, the 20th day of August, 2009, before me, a Notary public, in and for said Commonwealth, personally appeared, ROBERT E. POOLE, who, after being duly sworn according to law, deposes and says that he is the Managing Member of Pinnacle Development 2/ Gregory Limited Liability Company I Joint Venture, that he is authorized to execute the Condominium Declaration for The Ivy Ridge Condominium for the purpose therein contained.

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

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Alicia N. Cornali, Notary Public
Ferguson Twp., Centre County
My Commission Expires July 27, 2012
Member, Pennsylvania Association of Notaries

Alicia N. Cornali
NOTARY PUBLIC
My Commission Expires:

2121 Old Gatesburg Rd
State College, PA 16803

EXHIBIT "A"

Legal Description – Phases One "Must be Built"

PHASES A & B

TRACT ONE (Lot 801, Phase 8)

All that certain tract of land situated in Patton Township, Centre County, PA, being Lot 801, as shown on a plan entitled, "Preliminary/ Final Subdivision Plan Phases 6, 7, & 8" prepared by PennTerra Engineering, Inc., dated January 2, 2008 and recorded July 9, 2008 in Plat Book 81 at Page 35, being more particularly bounded and described as follows:

BEGINNING at a point of land being an iron pin set along the eastern edge of the right-of-way for Woodledge Drive (50' R-O-W) and Lot No. 802 on the above referenced plan, thence along said Lot No. 802 South 68 degrees 06 minutes 45 seconds East for a distance of 100.72 feet to a point; thence along said point South 35 degrees 57 minutes 11 seconds East for a distance of 125.15 feet to a point; thence along said point South 16 degrees 38 minutes 02 seconds East for a distance of 176.81 feet to a point along the right-of-way for Toftress Avenue (70' R-O-W); thence along said right-of-way along a curve to the left having a radius of 635.00 feet, an arc of 79.16 feet, and a chord bearing of South 15 degrees 50 minutes 29 seconds West for a distance of 79.11 feet to a point; thence along said point along a curve to the right having a radius of 14.00 feet, an arc of 22.47 feet, and a chord bearing of South 58 degrees 14 minutes 28 seconds West for a distance of 20.13 feet to a point along the right-of-way for Beaumanor Road (50' R-O-W); thence along said right-of-way along a curve to the right having a radius of 150.00 feet, an arc of 154.86 feet, and a chord bearing of North 46 degrees 12 minutes 39 seconds West for a distance of 148.08 feet to a point; thence along said point North 16 degrees 38 minutes 02 seconds West for a distance of 50.41 feet to a point; thence along said point along a curve to the left having a radius of 275.00 feet, an arc of 170.87 feet, and a chord bearing of North 34 degrees 26 minutes 01 seconds West for a distance of 168.13 feet to a point; thence along said point along a curve to the right having a radius of 14.00 feet, an arc of 20.68 feet, and a chord bearing of North 09 degrees 55 minutes 12 seconds West for a distance of 18.85 feet to a point along the right-of-way for Woodledge Drive (50' R-O-W); thence along said right-of-way along a curve to the left having a radius of 325.00 feet, an arc of 59.59 feet, and a chord bearing of North 27 degrees 08 minutes 25 seconds East for a distance of 59.51 feet to a point; thence along said point North 21 degrees 53 minutes 15 seconds East for a distance of 36.64 feet to a point being an iron pin along Lot No. 802 on the above referenced plan, being the place of BEGINNING, CONTAINING 1.165 acres +/-.

TRACT TWO (Lot 803, Phase 8)

All that certain tract of land situated in Patton Township, Centre County, PA, being Lot 803, as shown on a plan entitled, "Preliminary/ Final Subdivision Plan Phases 6, 7, & 8" prepared by PennTerra Engineering, Inc., dated January 2, 2008 and recorded July 9, 2008 in Plat Book 81 at Page 35, being more particularly bounded and described as follows:

BEGINNING at a point of land being an iron pin set along the eastern edge of the right-of-way for Beaumanor Road (50' R-O-W) and lands now or formerly of Pinnacle Development, LLC (Residue of Tax Parcel 18-21-10), thence along said lands now or formerly of Pinnacle Development, LLC, North 50 degrees 15 minutes 54 seconds East for a distance of 135.30 feet to a point along lands now or formerly of Sharon E. Teaman; thence along said lands and continuing along lands now or formerly of Samuel M. Jaffe South 31 degrees 50 minutes 49 seconds East for a distance of 160.72 feet to a point; thence along said point and along lands now or formerly of John C. Haas South 42 degrees 22 minutes 12 seconds East for a distance of 147.01 feet to a point; thence along said point and along lands now or formerly of Roger D. and Corinne S. Coplan South 63 degrees 13 minutes 23 seconds East for a distance of 133.40 feet to a point along the right-of-way for Woodledge Drive (50' R-O-W); thence along said right-of-way South 21 degrees 53 minutes 15 seconds West for a distance of 65.93 feet to a point; thence along said point along a curve to the right having a radius of 275.00 feet, an arc of 51.07 feet, and a chord bearing of South 27 degrees 12 minutes 26 seconds West for a distance of 51.00 feet to a point; thence along said point along a curve to the right having a radius of 14.00 feet, an arc of 21.37 feet, and a chord bearing of South 76 degrees 15 minutes 28 seconds West for a distance of 19.36 feet to a point along the right-of-way for Beaumanor Road (50' R-O-W); thence along said right-of-way North 60 degrees 00 minutes 46 seconds West for a distance of 75.16 feet to a point; thence along said point along a curve to the right having a radius of 400.00 feet, an arc of 141.57 feet, and a chord bearing of North 49 degrees 52 minutes 26 seconds West for a distance of 140.83 feet to a point; thence along said point North 39 degrees 44 minutes 06 seconds West for a distance of 262.10 feet to a point being an iron pin set along lands now or formerly of Pinnacle Development, LLC, being the place of BEGINNING, CONTAINING 1.308 acres +/-.

TRACT THREE (Lot 804, Phase 8)

All that certain tract of land situated in Patton Township, Centre County, PA, being Lot 804, as shown on a plan entitled, "Preliminary/ Final Subdivision Plan Phases 6, 7, & 8" prepared by PennTerra Engineering, Inc., dated January 2, 2008 and recorded July 9, 2008 in Plat Book 81 at Page 35, being more particularly bounded and described as follows:

BEGINNING at a point of land being an iron pin set along lands now or formerly of Pinnacle Development, LLC (Residue of Tax Parcel 18-21-10) and the western edge of the right-of-way for Woodledge Drive (50' R-O-W), thence along said lands now or formerly of Pinnacle Development, LLC, North 35 degrees 37 minutes 27 seconds West for 104.23 feet to a point; thence along said point North 42 degrees 12 minutes 26 seconds West for a distance of 98.51 feet to a point; thence along said point North 43 degrees 27 minutes 59 seconds West for a distance of 303.90 feet to a point; thence along said point North 50 degrees 15 minutes 54 seconds East for a distance of 128.81 feet to a point along the western edge of the right-of-way of Beaumanor Road (50' R-O-W); thence along said right-of-way South 39 degrees 44 minutes 06 seconds East for a distance of 287.55 feet to a point; thence along said point along a curve to the left having a radius of 450.00 feet, an arc of 159.26 feet, and a chord bearing of South 49 degrees 52 minutes 26 seconds East for a distance of 158.43 feet to a point; thence along said point South 60 degrees 00 minutes 46 seconds East for a distance of 16.36 feet to a point along

Lot No. 805 on the herein above referenced plan; thence along said Lot No. 805 along a curve to the left having a radius of 55.00 feet, an arc of 76.16 feet, and a chord bearing of South 03 degrees 26 minutes 38 seconds West for a distance of 70.22 feet to a point along the right-of-way for Woodledge Drive (50' R-O-W); thence along said right-of-way South 55 degrees 38 minutes 57 seconds West for a distance of 121.45 feet to a point being an iron pin set along lands now or formerly of Pinnacle Development, LLC (Residue of Tax Parcel 18-21-10), being the place of BEGINNING, CONTAINING 1.388 acres +/-.

TRACT FOUR (Lot 702, Phase 7)

All that certain tract of land situated in Patton Township, Centre County, PA, being Lot 702, as shown on a plan entitled, "Preliminary/ Final Plan Phases 6, 7, & 8" prepared by PennTerra Engineering, Inc., dated January 2, 2008 and recorded July 9, 2008 in Plat Book 81 at Page 35, being more particularly bounded and described as follows:

BEGINNING at a point of land being the southernmost corner of Lot No. 804 on the herein above referenced plan and the right-of-way for Woodledge Drive (50' R-O-W), thence along said right-of-way South 55 degrees 38 minutes 57 seconds West for a distance of 104.34 feet to a point; thence along said point along a curve to the right having a radius of 14.00 feet, an arc of 21.68 feet, and a chord bearing of North 79 degrees 59 minutes 15 seconds West for a distance of 19.58 feet to a point along the right-of-way for Victory Boulevard (50' R-O-W); thence along said right-of-way North 35 degrees 37 minutes 27 seconds West for a distance of 76.16 feet to a point; thence along said point along a curve to the left having a radius of 850.00 feet, an arc of 96.96 feet, and a chord bearing of North 38 degrees 53 minutes 32 seconds East for a distance of 79.11 feet to a point along lands now or formerly of Pinnacle Development, LLC (Residue of Tax Parcel 18-21-10); thence along said lands North 47 degrees 50 minutes 23 seconds East for a distance of 112.97 feet to a point along Lot No. 804 on the herein above referenced plan; thence along said Lot No. 804 South 42 degrees 12 minutes 26 seconds East for a distance of 98.51 feet to a point; thence along said point South 35 degrees 37 minutes 27 seconds East for a distance of 104.23 feet to a point along the right-of-way for Woodledge Drive (50' R-O-W), being the place of BEGINNING, CONTAINING 0.519 acres +/-.

TRACT FIVE (Lot 805, Phase 8)

All that certain tract of land situated in Patton Township, Centre County, PA, being Lot 805, as shown on a plan entitled, "Preliminary/ Final Plan Phases 6, 7, & 8" prepared by PennTerra Engineering, Inc., dated January 2, 2008 and recorded July 9, 2008 in Plat Book 81 at Page 35, being more particularly bounded and described as follows:

BEGINNING at a point of land being along the right-of-way for Woodledge Drive (50' R-O-W) and the southeastern corner of Lot No. 804 on the herein above referenced plan South 60 degrees 00 minutes 46 seconds East for a distance of 43.20 feet

to a point; thence along said point along a curve to the right having a radius of 14.00 feet, an arc of 26.90 feet, and a chord bearing of South 04 degrees 58 minutes 38 seconds East for a distance of 22.95 feet to a point; thence along said point and along the right-of-way for Woodledge Drive (50' R-O-W) along a curve to the right having a radius of 275.00 feet, an arc of 26.84 feet, and a chord bearing of South 52 degrees 51 minutes 13 seconds West for a distance of 26.83 feet to a point; thence along said point South 55 degrees 38 minutes 57 seconds West for a distance of 16.73 feet to a point along Lot No. 804 on the herein above referenced plan; thence along said Lot No. 804 along a curve to the right having a radius of 55.00 feet, an arc of 76.16 feet, and a chord bearing of North 03 degrees 26 minutes 29 seconds West for a distance of 70.22 feet to a point along the right-of-way for Woodledge Drive (50' R-O-W), being the place of BEGINNING, CONTAINING 0.055 acres +/-.

LESS HOWEVER, the Units designated in Phases C thru O as set forth on Page One of the First Amended Declaration Plat and identified as Convertible/ Withdrawable on Exhibit "D" attached hereto to this First Amendment.

EXHIBIT "B"

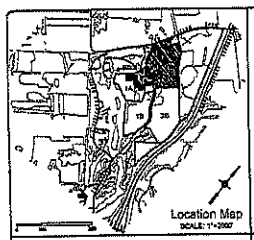
Legal Description – Withdrawable/Convertible Real Estate

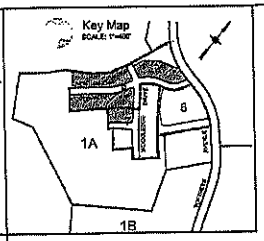
The Units designated in Phases C thru O as set forth on Page One of the First Amended Declaration Plat and identified as Convertible/Withdrawable on Exhibit "D" attached hereto to this First Amendment.

EXHIBIT "D"

Declaration Plats and Plans

EXHIBIT 'D'





I HERE BY CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE, THIS DECLARATION PLAT CONTAINS ALL INFORMATION REQUIRED BY TITLE 68, PART II, SUBPART B, CHAPTER 35, SECTION 3219 OF THE PENNSYLVANIA CONSOLIDATED STATUTES

C. Anthony Fruchtl 6-21-09

C. ANTHONY FRUCHTL, P.E. (NAME) DATE

HORIZONTAL CURVE DATA

CURVE	ARC	RAD	TAN	CHORD	DELTA
C1	356.39'	530.00'	171.97'	S72°42'56"W 331.80'	38°31'52"
C3	18.03'	855.00'	9.48'	S11°24'16"W 18.03'	1°12'28"
C4	22.47'	14.00'	14.48'	S58°14'08"W 20.15'	92°23'28"
C5	154.30'	170.00'	83.19'	N46°43'29"W 149.09'	52°00'14"
C6	170.37'	270.00'	88.20'	N54°58'51"W 167.57'	36°08'59"
C7	20.56'	14.00'	12.79'	N50°31'12"W 18.80'	84°07'15"
C8	53.58'	325.00'	26.86'	N27°08'52"E 53.51'	9°26'50"
C9	61.01'	375.00'	30.61'	N27°12'09"W 61.00'	9°19'20"
C10	21.53'	14.00'	13.59'	S74°13'12"W 19.38'	87°21'32"
C11	141.57'	400.00'	71.53'	N44°59'42"W 140.83'	20°16'40"
C12	159.39'	450.00'	80.47'	S42°52'29"E 158.43'	20°18'40"
C13	29.89'	14.00'	20.62'	S04°28'30"E 23.83'	112°04'10"
C14	29.89'	370.00'	13.43'	S53°15'12"W 29.82'	4°37'58"
C15	54.85'	325.00'	25.06'	S58°37'46"W 54.78'	9°40'22"
C16	18.06'	14.00'	10.11'	N61°27'36"W 16.91'	61°32'01"
C17	141.09'	225.00'	73.27'	N34°38'43"W 138.77'	36°55'32"
C18	215.40'	308.00'	118.21'	N41°23'42"W 210.10'	61°31'10"
C19	13.97'	9.00'	8.93'	N32°30'19"W 12.67'	88°53'59"
C20	227.67'	435.00'	120.31'	S36°36'27"W 225.44'	31°27'22"
C21	78.16'	535.00'	39.09'	S15°56'36"W 78.11'	07°58'33"
C22	75.58'	68.00'	45.61'	S69°26'04"W 71.72'	76°30'22"
C23	21.98'	14.00'	13.96'	N76°59'15"W 19.78'	89°59'39"
C24	88.26'	535.00'	44.23'	N20°33'37"W 88.15'	9°27'16"

PROPOSED FEATURES LEGEND

- EASEMENT LINE
- PHASE LINE
- W — WATER LATERAL TIE-IN
- S — SANITARY SEWER LATERAL TIE-IN
- ROOF DRAIN LINE W/ DOWN SPOUT
- (107) STREET ADDRESS & UNIT NUMBER
- G — GAS LATERAL TIE-IN
- ASSORTED LANDSCAPING
- WO — WALK-OUT BASEMENT
- GM — GAS-METER
- WB — IN-GROUND BASEMENT
- SSB — SUMP PUMP SPLASH BLOCK

Existing Features Legend

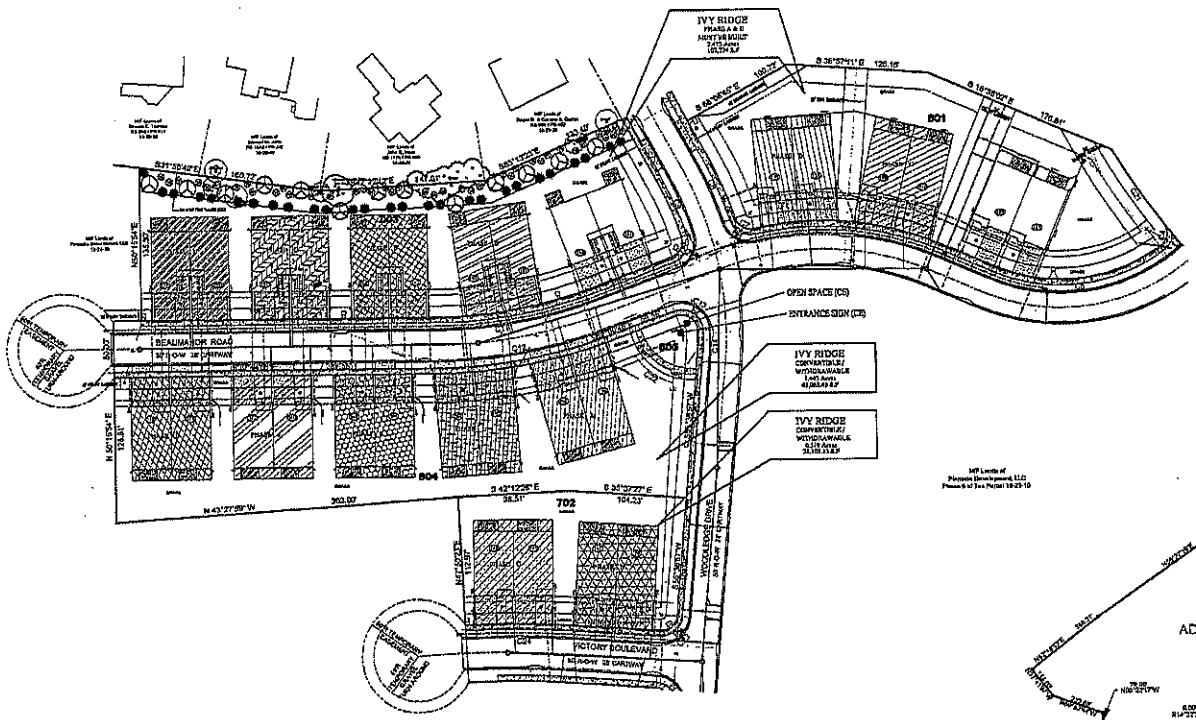
- Property Line w/ Iron Pin Set
- Adjoining Property Line
- Building Setback Line
- Easement Line
- Water Line w/ Hydrant
- Sanitary Sewer Line w/ Manhole
- Storm Sewer Line w/ Inlet
- Concrete Sidewalk
- Gas Line
- Building
- Underground Electric Line

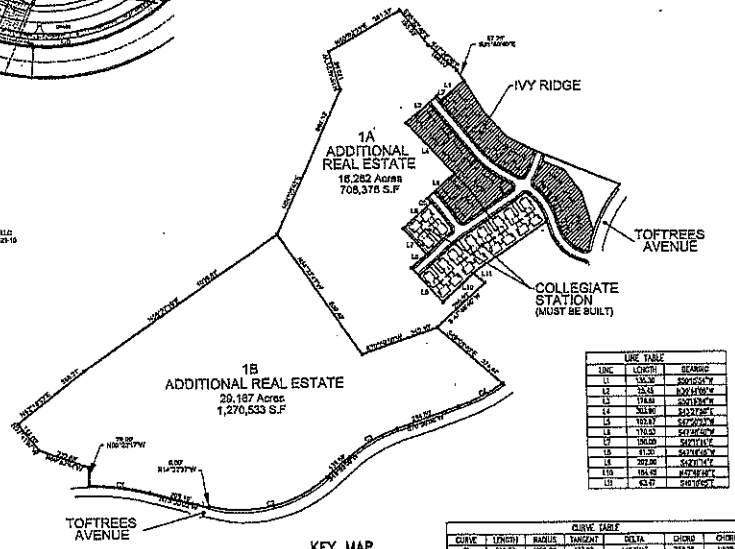
CONDOMINIUM ELEMENT LEGEND

- DECK (LCE) (MBB)
- DECK OVER PATIO (LCE) (MBB)
- BITUMINOUS UNIT DRIVEWAY (LCE) (MBB)
- (LCE) LIMITED COMMON ELEMENT
- (CE) COMMON ELEMENT
- (MBB) MUST BE BUILT
- (NNBB) NEED NOT BE BUILT
- LIGHT POLE (LCE)

* NOTE: ALL OPEN SPACES, INCLUDING LANDSCAPING AND THE BUFFER YARD IS A COMMON ELEMENT.

PHASE A & B	MUST BE BUILT	PHASE I	NEED NOT BE BUILT
PHASE C	NEED NOT BE BUILT	PHASE J	NEED NOT BE BUILT
PHASE D	NEED NOT BE BUILT	PHASE K	NEED NOT BE BUILT
PHASE E	NEED NOT BE BUILT	PHASE L	NEED NOT BE BUILT
PHASE F	NEED NOT BE BUILT	PHASE M	NEED NOT BE BUILT
PHASE G	NEED NOT BE BUILT	PHASE N	NEED NOT BE BUILT
PHASE H	NEED NOT BE BUILT	PHASE O	NEED NOT BE BUILT





KEY MAP
Scale: 1" = 20'

LINE TABLE		
LINE	LENGTH	BEARING
L1	130.36'	S39°15'54"W
L2	13.45	S29°44'06"E
L3	178.88	S29°13'54"W
L4	363.86'	S43°27'26"E
L5	103.07'	S42°50'03"W
L6	170.00'	S47°46'50"W
L7	150.00'	S42°13'10"E
L8	81.30'	S47°46'50"W
L9	202.96'	S42°13'10"E
L10	184.48'	N47°46'50"E
L11	63.47'	S46°16'05"E

CURVE TABLE						
CURVE	LENGTH	RADIUS	TANGENT	DELTA	CHORD	CHORD BIR
C1	743.33	1075.00	383.98	39°37'01"	728.86	N68°58'49"E
C2	552.16	370.00	344.09	85°30'05"	502.00	S76°14'18"E
C3	248.02	530.00	126.47	26°48'07"	245.73	S29°53'54"W
C4	282.63	600.00	143.80	26°58'59"	280.01	S29°38'37"W
C5	73.69	600.00	18.84	7°02'01"	73.64	S43°47'57"E

GRAPHIC SCALE

(IN FEET)
1 inch = 80 ft.

PennTerra ENGINEERING INC.
CORPORATE OFFICE:
3075 ENTERPRISE DRIVE
SUITE 100
STATE COLLEGE, PA 16801
PH: 814-231-8203
Fax: 814-237-2508

BRANCH OFFICE:
RENAISSANCE PLAZA
1400 THIRD AVENUE
P.O. BOX 250
DUNCANSVILLE, PA 16635
PH: 814-696-7701
Fax: 814-695-0459

WWW.PENNTERRA.COM

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COMMONWEALTH OF PENNSYLVANIA
PROFESSIONAL ENGINEER
C. ANTHONY FRUCHTL
CHAPTER
SEAL

Designer AS
Drafterson MH
Project mgr DAF
Surveyor MH
Particular Ch.
Book Pg
Orbs Parcel No. 19H1 0A 00001
DECLARATION PLAT/AMENDED PLAT
Acad 06262-PHB-DECPLAT

Date Description
REVISIONS

The Village at Penn State
Phase 6
IVY RIDGE
Condominium, A Sub-Planned Community

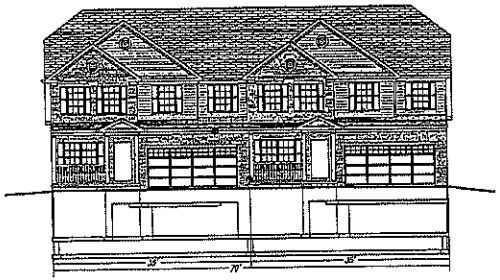
Penn Township
Centre County
Pennsylvania

FIRST AMENDED DECLARATION PLAT

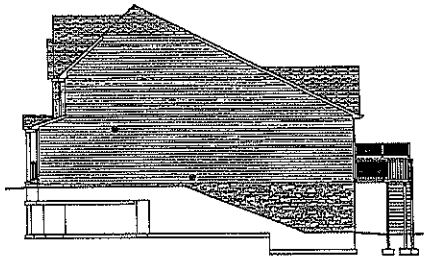
Pinnacle Development, LLC
Pinnacle Development 2, LLC
Pinnacle Development 2/Gregory
Limited Liability Company I
Joint Venture
3131 Old Gatesburg Rd.
State College, PA 16801

PROJECT NO. 06262-808
DATE AUGUST 13, 2009
SCALE 1"= 50'
SHEET NO. 1 of 4

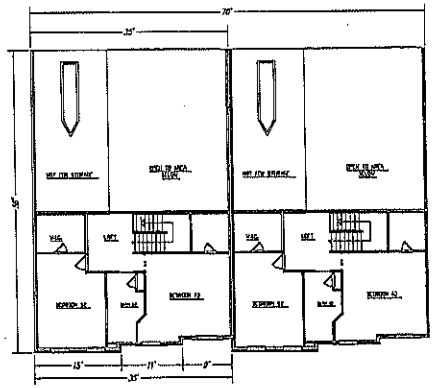
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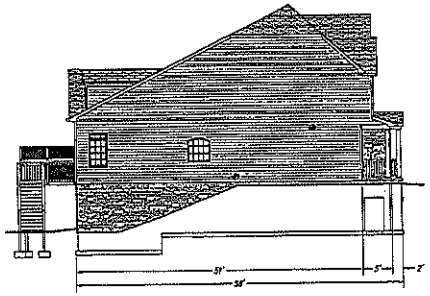
FRONT ELEVATION
SCALE: 1" = 10'



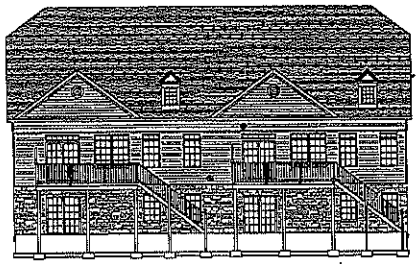
RIGHT SIDE ELEVATION
SCALE: 1" = 10'



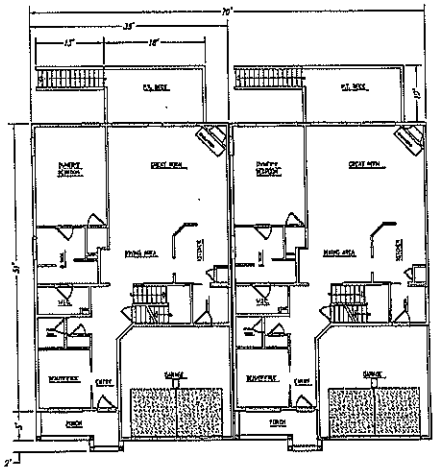
SECOND FLOOR
SCALE: 1" = 10'



LEFT SIDE ELEVATION
SCALE: 1" = 10'



REAR ELEVATION
SCALE: 1" = 10'



FIRST FLOOR
SCALE: 1" = 10'

UNITS:
121/123
127/129
133/135
156/158
160/162
164/166
170/172
174/176

GRAPHIC SCALE

(IN FEET)
1 inch = 20 ft.

PennTerra
ENGINEERING INC.
3070 ENTERPRISE DRIVE
STATE COLLEGE, PA
16801
PH: 814-231-9288
FAX: 814-237-2308
WWW.PENNTERRA.COM

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ANTHONY FRUCHTL
PROFESSIONAL ENGINEER
COMMONWEALTH OF PENNSYLVANIA

Seal

Designer: AS
Draftsman: LH
Project Manager: CAF
Surveyor: MW
Perimeter Dr.
Book: Pg:
Rec. #: Date: File: CONVERSION
Amd: UNDER PUB-DEDICATION PLAT

10/27/09 LH
Date Description Initials
REVISIONS

The Village at Penn State
Phase 5

IVY RIDGE
Condominium, A Sub-Planned Community

Patton Township
Centre County
Pennsylvania

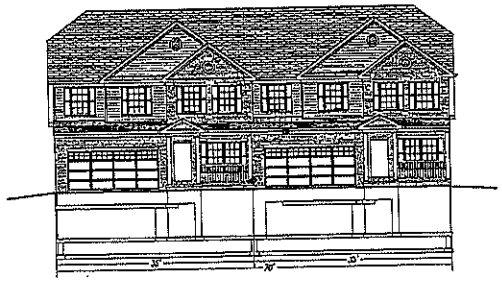
FIRST AMENDED DECLARATION PLAT

WAREFIELD C ELEVATION & LAYOUTS

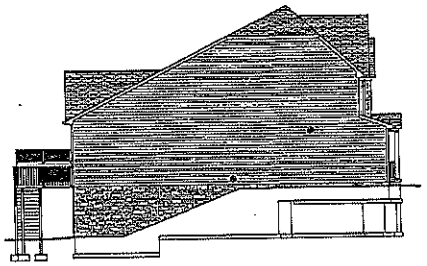
Pinnacle Development, LLC
Pinnacle Development 2, LLC
Pinnacle Development 2/Gregory Limited Liability Company I
Joint Venture
2221 Old Gunsburg Rd.
State College, PA 16803

PROJECT NO.
06262-808
DATE
AUGUST 13, 2009
SCALE: 1"= 10'
SHEET NO.: 2 of 4

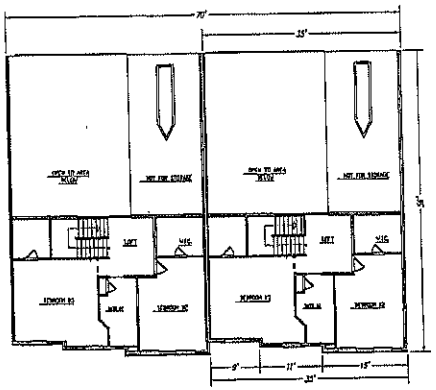
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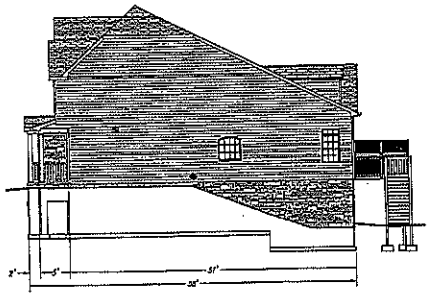
FRONT ELEVATION
SCALE: 1" = 10'



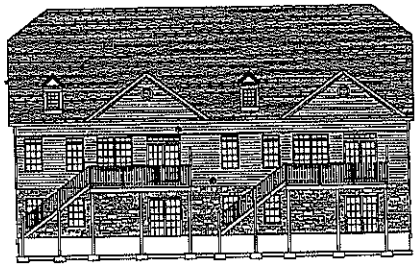
RIGHT SIDE ELEVATION
SCALE: 1" = 10'



SECOND FLOOR
SCALE: 1" = 10'

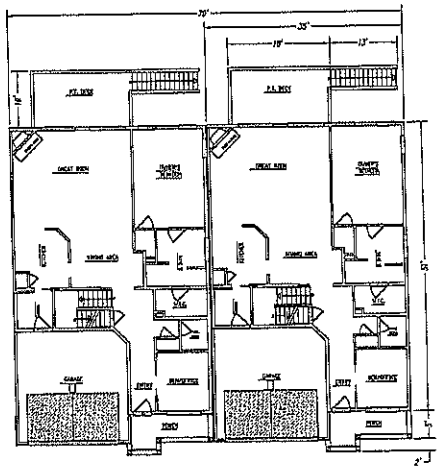


LEFT SIDE ELEVATION
SCALE: 1" = 10'



REAR ELEVATION
SCALE: 1" = 10'

UNITS:
105/107
111/113



FIRST FLOOR
SCALE: 1" = 10'

GRAPHIC SCALE

(IN FEET)
1 inch = 10 ft.

PennTerra
ENGINEERING INC.
3075 ENTERPRISE DRIVE
STATE COLLEGE, PA
16801
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Fax: 814-237-2300
WWW.PENNTERRA.COM

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R. ANTHONY FRESCHI
REGISTERED
PROFESSIONAL
ENGINEER
PENNSYLVANIA

Seal

Designer SJC
Draftsman MB
Proj/Manager CHF
Surveyor DBK
Technician Ck
Book ___ Pg ___
Mun. ___ Proj. No. 06V62V02
SUBDIVISION/LAND DEVELOPMENT PLAN
Land ___ CHECK PRE-SITE PLAT

10/27/08 MB
Date Description
REVISIONS

The Village at Penn State
Phase 8

IVY RIDGE
Condominium, A Sub-Planned Community

Patton Township
Centre County
Pennsylvania

FIRST AMENDED DECLARATION PLAT

WAREFIELD C ELEVATION & LAYOUTS

Pinnacle Development, LLC
Pinnacle Development 2, LLC
Pinnacle Development 3/Gregory
Limited Liability Company I
Joint Venture
2121 Old Gatesburg Rd.
State College, PA 16803

PROJECT NO.
06252-80S
DATE
AUGUST 11, 2009
SCALE
1"= 10'
SHEET NO.
3 of 4

P:\ldtproj\e06\06252\dwg\PHASE-8\Declaration Plat\06262-PH8-Dec.Plat..dwg, 8/21/2009 11:31:50 AM, Kyocera - First Floor

EXHIBIT "E"

Consents

Consent of Unit 153 Owner

The undersigned, being the owner(s) of Unit 153, having an address of 153 Beaumenor Rd State College PA 16803, join(s) in this amendment and consent(s) to its terms and conditions.

UNIT OWNER(S):

Barbara J Rowe

COMMONWEALTH OF PENNSYLVANIA :
: ss
COUNTY OF CENTRE :

On this the 19th day of August, 2009, before me, a Notary Public, the undersigned officer, personally appeared BARBARA J. ROWE, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

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

Alicia N. Cornali

Notary Public
Commission Expires:

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Alicia N. Cornali, Notary Public
Ferguson Twp., Centre County
My Commission Expires July 27, 2012
Member, Pennsylvania Association of Notaries

Consent of Unit 123 Contract Holder

The undersigned, being the contract holder(s) of Unit 123 having an address of 123 Beaumanor Rd State College PA 16803, join(s) in this amendment and consent(s) to its terms and conditions.

CONTRACT HOLDER(S):

COMMONWEALTH OF PENNSYLVANIA :
: ss
COUNTY OF CENTRE :

On this the 18th day of August, 2009, before me, a Notary Public, the undersigned officer, personally appeared JOAN V. MILLER, KENNETH C. MILLER, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

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

Notary Public
My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Alicia N. Cornell, Notary Public
Ferguson Twp., Centre County
My Commission Expires July 27, 2012
Member, Pennsylvania Association of Notaries

Consent of Unit 151 Contract Holder

The undersigned, being the contract holder(s) of Unit 151 having an address of 151 Breezewood Road, State College, PA 16803, join(s) in this amendment and consent(s) to its terms and conditions.

CONTRACT HOLDER(S):

Raymond M. Fellador

Gail P. Fellador

COMMONWEALTH OF PENNSYLVANIA :
: ss
COUNTY OF CENTRE :

On this the 19th day of Aug, 2009, before me, a Notary Public, the undersigned officer, personally appeared Raymond M. Fellador and Gail P. Fellador, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

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

Diane M. Sarver

Notary Public
My Commission Expires: 6-24-2012

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Diane M. Sarver, Notary Public
Monroeville Boro, Allegheny County
My Commission Expires June 24, 2012
Member, Pennsylvania Association of Notaries

Consent of Homeowners Association

The undersigned, being the Homeowners Association for The Ivy Ridge Condominium, a Pennsylvania Flexible Condominium, joins in this amendment and consents to its terms and conditions.

THE IVY RIDGE CONDOMINIUM
HOMEOWNERS ASSOCIATION, INC.:

By: _____
Vice ~~Its~~ President

COMMONWEALTH OF PENNSYLVANIA :
: ss
COUNTY OF CENTRE :

On this, the 20th day of August, 2009, before me, a Notary public, in and for said Commonwealth, personally appeared, Glenn Roth, who, after being duly sworn according to law, deposes and says that he/she is the **President of The Ivy Ridge Condominium Homeowners Association, inc.**, and that he/she is authorized to execute this consent to the 1st Amendment for the Ivy Ridge Condominium for the purpose therein contained.

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

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Alicia N. Cornali, Notary Public
Ferguson Twp., Centre County
My Commission Expires July 27, 2012
Member, Pennsylvania Association of Notaries

_____
Notary Public
My Commission Expires:

COPY

R 02058-0244 Jun 10, 2010
PINNACLE DEVELOPMENT LLC
IVY RIDGE CONDOMINIUM
06-10-2010
16:18:20
AMEN 12 pgs RECORDER OF DEEDS

2nd Amendment to The Ivy Ridge Condominium,
a Pennsylvania Sub-Planned Flexible Condominium

WHEREAS, by a Condominium Declaration dated January 15, 2009 and recorded January 30, 2009 in the Office of the Recorder of Deeds in and for Centre County, Pennsylvania in Record Book 2027 at Page 152 (hereinafter the "Declaration"), Declarants Pinnacle Development, LLC, Pinnacle Development 2, LLC, Pinnacle Development 2/Gregory Limited Liability Company I Joint Venture (hereinafter collectively referred to as "Declarants"), created a flexible sub-planned condominium known as **The Ivy Ridge Condominium**; and

WHEREAS, by the 1st Amendment to the Declaration recorded August 21, 2009 in the Office of the Recorder of Deeds in and for Centre County, Pennsylvania in Record Book 2042 at Page 428 (hereinafter the "1st Amendment"), Units 156 and 158 were reclassified as Phase M, .. and designated as Convertible/ Withdrawable Real Estate; and

WHEREAS, pursuant to Sections 3219(a)(3)(i), 3211(a), and 3212(a) of the Act, Declarant has the exclusive authority to amend the Declaration to convert or withdraw Convertible/ Withdrawable Real Estate from the Condominium; and

WHEREAS, Declarant desires to convert Units 156 and 158, so as a result they become Phase M of The Ivy Ridge Condominium; and

WHEREAS, Declarant desires to amend the Declaration Plat to accommodate the conversion of Phase M, being Units 156 and 158; and

WHEREAS, Declarant desires to amend Exhibit "C" as filed to the Declaration to update the Percentage Interest, Votes and Common Expense Liabilities; and

NOW THEREFORE, the Declarant herein declares as follows:

I. That Phase M, consisting of Units 156 and 158, is converted and will hereinafter become a part of The Ivy Ridge Condominium, a sub-planned flexible condominium development.

II. That Exhibit "A" set forth in the 1st Amendment is deleted and replaced with Exhibit "A" attached hereto and incorporated by reference.

III. That Exhibit "B" set forth in the 1st Amendment is deleted and replaced with Exhibit "B" attached hereto and incorporated by reference.

IV. That the Declaration Plat filed as Exhibit "D" to the Declaration and the 1st Amendment is deleted and replaced with Exhibit "D" attached hereto and incorporated by reference.

V. That Exhibit "E" set forth in the Declaration is deleted and replaced with Exhibit "E" attached hereto and incorporated by reference.

VI. That all other terms and conditions of the Declaration and 1st Amendment are ratified and shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this 2nd Amendment this ____ day of June, 2010.

WITNESS

Pinnacle Development, LLC

By: _____
Robert E. Poole, Jr., President/Managing Member

Pinnacle Development 2, LLC

By: _____

Pinnacle Development 2/ Gregory Limited Liability
Company I Joint Venture

By: _____

s:worddocs/S&A/A-555.186 Ivy Ridge/ A-555.186 2nd Amendment

COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF CENTRE :

On this, the 10th day of June, 2010, before me, a Notary public, in and for said Commonwealth, personally appeared, Robert E. Poole, Jr., who, after being duly sworn according to law, deposes and says that he is the President/Managing Member of Pinnacle Development, LLC, that he is authorized to execute the amendment for the purpose therein contained.

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

Alicia N. Cornali
NOTARY PUBLIC
My Commission Expires: July 27, 2012

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Alicia N. Cornali, Notary Public
Ferguson Twp., Centre County
My Commission Expires July 27, 2012
Member, Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF CENTRE :

On this, the 10th day of June, 2010, before me, a Notary public, in and for said Commonwealth, personally appeared, ROBERT E. POOLE, who, after being duly sworn according to law, deposes and says that he is the MANAGING MEMBER of Pinnacle Development 2, LLC, that he is authorized to execute the amendment for the purpose therein contained.

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

Alicia N. Cornali
NOTARY PUBLIC
My Commission Expires: July 27, 2012

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Alicia N. Cornali, Notary Public
Ferguson Twp., Centre County
My Commission Expires July 27, 2012
Member, Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF CENTRE :

On this, the 10th day of June, 2010, before me, a Notary public, in and for said Commonwealth, personally appeared, ROBERT E. POOLE, who, after being duly sworn according to law, deposes and says that he is the MANAGING MEMBER of Pinnacle Development 2/ Gregory Limited Liability Company I Joint Venture, that he is authorized to execute the amendment for the purpose therein contained.

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

Alicia N. Cornali
NOTARY PUBLIC
My Commission Expires: July 27, 2012

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Alicia N. Cornali, Notary Public
Ferguson Twp., Centre County
My Commission Expires July 27, 2012
Member, Pennsylvania Association of Notaries

EXHIBIT "A"

Legal Description – Phases One "Must be Built"

PHASES A, B & M

TRACT ONE (Lot 801, Phase 8)

All that certain tract of land situated in Patton Township, Centre County, PA, being Lot 801, as shown on a plan entitled, "Preliminary/ Final Subdivision Plan Phases 6, 7, & 8" prepared by PennTerra Engineering, Inc., dated January 2, 2008 and recorded July 9, 2008 in Plat Book 81 at Page 35, being more particularly bounded and described as follows:

BEGINNING at a point of land being an iron pin set along the eastern edge of the right-of-way for Woodledge Drive (50' R-O-W) and Lot No. 802 on the above referenced plan, thence along said Lot No. 802 South 68 degrees 06 minutes 45 seconds East for a distance of 100.72 feet to a point; thence along said point South 35 degrees 57 minutes 11 seconds East for a distance of 125.15 feet to a point; thence along said point South 16 degrees 38 minutes 02 seconds East for a distance of 176.81 feet to a point along the right-of-way for Toftress Avenue (70' R-O-W); thence along said right-of-way along a curve to the left having a radius of 635.00 feet, an arc of 79.16 feet, and a chord bearing of South 15 degrees 50 minutes 29 seconds West for a distance of 79.11 feet to a point; thence along said point along a curve to the right having a radius of 14.00 feet, an arc of 22.47 feet, and a chord bearing of South 58 degrees 14 minutes 28 seconds West for a distance of 20.13 feet to a point along the right-of-way for Beaumanor Road (50' R-O-W); thence along said right-of-way along a curve to the right having a radius of 150.00 feet, an arc of 154.86 feet, and a chord bearing of North 46 degrees 12 minutes 39 seconds West for a distance of 148.08 feet to a point; thence along said point North 16 degrees 38 minutes 02 seconds West for a distance of 50.41 feet to a point; thence along said point along a curve to the left having a radius of 275.00 feet, an arc of 170.87 feet, and a chord bearing of North 34 degrees 26 minutes 01 seconds West for a distance of 168.13 feet to a point; thence along said point along a curve to the right having a radius of 14.00 feet, an arc of 20.68 feet, and a chord bearing of North 09 degrees 55 minutes 12 seconds West for a distance of 18.85 feet to a point along the right-of-way for Woodledge Drive (50' R-O-W); thence along said right-of-way along a curve to the left having a radius of 325.00 feet, an arc of 59.59 feet, and a chord bearing of North 27 degrees 08 minutes 25 seconds East for a distance of 59.51 feet to a point; thence along said point North 21 degrees 53 minutes 15 seconds East for a distance of 36.64 feet to a point being an iron pin along Lot No. 802 on the above referenced plan, being the place of BEGINNING, CONTAINING 1.165 acres +/-.

TRACT TWO (Lot 803, Phase 8)

All that certain tract of land situated in Patton Township, Centre County, PA, being Lot 803, as shown on a plan entitled, "Preliminary/ Final Subdivision Plan Phases 6, 7, & 8" prepared by PennTerra Engineering, Inc., dated January 2, 2008 and recorded July 9, 2008 in Plat Book 81 at Page 35, being more particularly bounded and described as follows:

BEGINNING at a point of land being an iron pin set along the eastern edge of the right-of-way for Beaumanor Road (50' R-O-W) and lands now or formerly of Pinnacle Development, LLC (Residue of Tax Parcel 18-21-10), thence along said lands now or formerly of Pinnacle Development, LLC, North 50 degrees 15 minutes 54 seconds East for a distance of 135.30 feet to a point along lands now or formerly of Sharon E. Teaman; thence along said lands and continuing along lands now or formerly of Samuel M. Jaffe South 31 degrees 50 minutes 49 seconds East for a distance of 160.72 feet to a point; thence along said point and along lands now or formerly of John C. Haas South 42 degrees 22 minutes 12 seconds East for a distance of 147.01 feet to a point; thence along said point and along lands now or formerly of Roger D. and Corinne S.

Coplan South 63 degrees 13 minutes 23 seconds East for a distance of 133.40 feet to a point along the right-of-way for Woodledge Drive (50' R-O-W); thence along said right-of-way South 21 degrees 53 minutes 15 seconds West for a distance of 65.93 feet to a point; thence along said point along a curve to the right having a radius of 275.00 feet, an arc of 51.07 feet, and a chord bearing of South 27 degrees 12 minutes 26 seconds West for a distance of 51.00 feet to a point; thence along said point along a curve to the right having a radius of 14.00 feet, an arc of 21.37 feet, and a chord bearing of South 76 degrees 15 minutes 28 seconds West for a distance of 19.36 feet to a point along the right-of-way for Beaumanor Road (50' R-O-W); thence along said right-of-way North 60 degrees 00 minutes 46 seconds West for a distance of 75.16 feet to a point;. thence along said point along a curve to the right having a radius of 400.00 feet, an arc of 141.57 feet, and a chord bearing of North 49 degrees 52 minutes 26 seconds West for a distance of 140.83 feet to a point; thence along said point North 39 degrees 44 minutes 06 seconds West for a distance of 262.10 feet to a point being an iron pin set along lands now or formerly of Pinnacle Development, LLC, being the place of BEGINNING, CONTAINING 1.308 acres +/-.

TRACT THREE (Lot 804, Phase 8)

All that certain tract of land situated in Patton Township, Centre County, PA, being Lot 804, as shown on a plan entitled, "Preliminary/ Final Subdivision Plan Phases 6, 7, & 8" prepared by PennTerra Engineering, Inc., dated January 2, 2008 and recorded July 9, 2008 in Plat Book 81 at Page 35, being more particularly bounded and described as follows:

BEGINNING at a point of land being an iron pin set along lands now or formerly of Pinnacle Development, LLC (Residue of Tax Parcel 18-21-10) and the western edge of the right-of-way for Woodledge Drive (50' R-O-W), thence along said lands now or formerly of Pinnacle Development, LLC, North 35 degrees 37 minutes 27 seconds West for 104.23 feet to a point; thence along said point North 42 degrees 12 minutes 26 seconds West for a distance of 98.51 feet to a point; thence along said point North 43 degrees 27 minutes 59 seconds West for a distance of 303.90 feet to a point; thence along said point North 50 degrees 15 minutes 54 seconds East for a distance of 128.81 feet to a point along the western edge of the right-of-way of Beaumanor Road (50' R-O-W); thence along said right-of-way South 39 degrees 44 minutes 06 seconds East for a distance of 287.55 feet to a point; thence along said point along a curve to the left having a radius of 450.00 feet, an arc of 159.26 feet, and a chord bearing of South 49 degrees 52 minutes 26 seconds East for a distance of 158.43 feet to a point; thence along said point South 60 degrees 00 minutes 46 seconds East for a distance of 16.36 feet to a point along Lot No. 805 on the herein above referenced plan; thence along said Lot No. 805 along a curve to the left having a radius of 55.00 feet, an arc of 76.16 feet, and a chord bearing of South 03 degrees 26 minutes 38 seconds West for a distance of 70.22 feet to a point along the right-of-way for Woodledge Drive (50' R-O-W); thence along said right-of-way South 55 degrees 38 minutes 57 seconds West for a distance of 121.45 feet to a point being an iron pin set along lands now or formerly of Pinnacle Development, LLC (Residue of Tax Parcel 18-21-10), being the place of BEGINNING, CONTAINING 1.388 acres +/-.

TRACT FOUR (Lot 702, Phase 7)

All that certain tract of land situated in Patton Township, Centre County, PA, being Lot 702, as shown on a plan entitled, "Preliminary/ Final Plan Phases 6, 7, & 8" prepared by PennTerra Engineering, Inc., dated January 2, 2008 and recorded July 9, 2008 in Plat Book 81 at Page 35, being more particularly bounded and described as follows:

BEGINNING at a point of land being the southernmost corner of Lot No. 804 on the herein above referenced plan and the right-of-way for Woodledge Drive (50' R-O-W), thence

along said right-of-way South 55 degrees 38 minutes 57 seconds West for a distance of 104.34 feet to a point; thence along said point along a curve to the right having a radius of 14.00 feet, an arc of 21.68 feet, and a chord bearing of North 79 degrees 59 minutes 15 seconds West for a distance of 19.58 feet to a point along the right-of-way for Victory Boulevard (50' R-O-W); thence along said right-of-way North 35 degrees 37 minutes 27 seconds West for a distance of 76.16 feet to a point; thence along said point along a curve to the left having a radius of 850.00 feet, an arc of 96.96 feet, and a chord bearing of North 38 degrees 53 minutes 32 seconds East for a distance of 79.11 feet to a point along lands now or formerly of Pinnacle Development, LLC (Residue of Tax Parcel 18-21-10); thence along said lands North 47 degrees 50 minutes 23 seconds East for a distance of 112.97 feet to a point along Lot No. 804 on the herein above referenced plan; thence along said Lot No. 804 South 42 degrees 12 minutes 26 seconds East for a distance of 98.51 feet to a point; thence along said point South 35 degrees 37 minutes 27 seconds East for a distance of 104.23 feet to a point along the right-of-way for Woodledge Drive (50' R-O-W), being the place of BEGINNING, CONTAINING 0.519 acres +/-.

TRACT FIVE (Lot 805, Phase 8)

All that certain tract of land situated in Patton Township, Centre County, PA, being Lot 805, as shown on a plan entitled, "Preliminary/ Final Plan Phases 6, 7, & 8" prepared by PennTerra Engineering, Inc., dated January 2, 2008 and recorded July 9, 2008 in Plat Book 81 at Page 35, being more particularly bounded and described as follows:

BEGINNING at a point of land being along the right-of-way for Woodledge Drive (50' R-O-W) and the southeastern corner of Lot No. 804 on the herein above referenced plan South 60 degrees 00 minutes 46 seconds East for a distance of 43.20 feet to a point; thence along said point along a curve to the right having a radius of 14.00 feet, an arc of 26.90 feet, and a chord bearing of South 04 degrees 58 minutes 38 seconds East for a distance of 22.95 feet to a point; thence along said point and along the right-of-way for Woodledge Drive (50' R-O-W) along a curve to the right having a radius of 275.00 feet, an arc of 26.84 feet, and a chord bearing of South 52 degrees 51 minutes 13 seconds West for a distance of 26.83 feet to a point; thence along said point South 55 degrees 38 minutes 57 seconds West for a distance of 16.73 feet to a point along Lot No. 804 on the herein above referenced plan; thence along said Lot No. 804 along a curve to the right having a radius of 55.00 feet, an arc of 76.16 feet, and a chord bearing of North 03 degrees 26 minutes 29 seconds West for a distance of 70.22 feet to a point along the right-of-way for Woodledge Drive (50' R-O-W), being the place of BEGINNING, CONTAINING 0.055 acres +/-.

LESS HOWEVER; the Units designated in Phases C thru L and N thru O illustrated as Convertible/ Withdrawable on Exhibit "D" to this 2nd Amendment attached hereto and incorporated by reference.

EXHIBIT "B"

Legal Description – Withdrawable/Convertible Real Estate

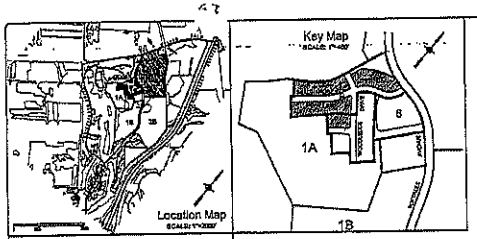
The Units designated in Phases C thru L and N thru O illustrated as Convertible/ Withdrawable on Exhibit "D" to this 2nd Amendment attached hereto and incorporated by reference.

EXHIBIT "E"
Current Identifying Numbers, Voting Interest and Percentage of Interest of Common Area

Pursuant to Article II, Section 2.1 of the Declaration for The Ivy Ridge Condominium, as amended.

Unit No.	Voting Interest	Percentage Interest of Common Area
121	1	3.33%
123	1	3.33%
151	1	3.33%
153	1	3.33%
156	1	3.33%
158	1	3.33%
TOTAL 6	6	

EXHIBIT 'D'



I HEREBY CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE, THIS SUBDIVISION PLAT CONTAINS ALL INFORMATION REQUIRED BY TITLE 68, PART II SUBPART A, CHAPTER 201, SECTION 201D OF THE PENNSYLVANIA CONSOLIDATED STATUTES.

C. Anthony Fruchtl 6-8-10

C. ANTHONY FRUCHTL PE — 058413 — DATE

HORIZONTAL CURVE DATA

CURVE	ARC	RAD	TAN	CHORD		DELTA
C1	330.89'	525.00'	171.87'	S35°52'36"E	325.46'	36°06'54"
C3	15.03'	525.00'	7.52'	S51°21'56"W	15.03'	1°38'26"
C4	22.47'	14.00'	14.48'	S84°42'28"W	20.13'	91°56'56"
C5	134.96'	120.00'	75.13'	N42°12'30"W	128.09'	64°26'41"
C6	170.07'	275.00'	87.98'	N34°39'01"W	168.13'	35°25'56"
C7	20.56'	14.00'	12.70'	N68°38'15"W	18.88'	84°06'28"
C8	83.58'	325.00'	42.02'	N47°58'28"E	83.35'	14°44'07"
C9	51.01'	275.00'	25.61'	N57°13'04"W	50.93'	10°37'37"
C10	31.27'	14.00'	13.39'	S39°15'50"W	19.36'	87°33'37"
C11	141.37'	400.00'	71.53'	N48°52'26"W	140.62'	20°15'02"
C12	158.33'	450.00'	80.12'	S48°52'26"E	157.49'	20°09'02"
C13	23.00'	14.00'	20.02'	S64°36'28"E	22.05'	110°04'30"
C14	28.64'	275.00'	15.03'	S52°51'13"W	28.63'	5°57'57"
C15	85.05'	325.00'	38.29'	S48°37'48"W	85.00'	15°00'00"
C16	18.06'	14.00'	10.17'	S38°37'28"W	16.94'	73°52'01"
C17	141.66'	225.00'	73.29'	N34°39'43"W	139.27'	36°04'28"
C18	215.40'	200.00'	119.61'	N41°59'42"W	205.18'	61°43'10"
C19	13.07'	8.00'	8.33'	N32°31'46"E	11.61'	93°36'56"
C20	237.07'	150.00'	150.51'	S30°59'27"W	238.41'	90°32'22"
C21	70.19'	625.00'	35.12'	S18°30'20"W	70.17'	6°26'13"
C22	78.16'	65.00'	46.07'	S63°28'58"W	73.62'	68°53'58"
C23	21.84'	14.00'	13.90'	N72°59'12"W	19.66'	89°22'09"
C24	93.80'	850.00'	46.93'	N16°53'32"W	93.81'	6°19'19"

PROPOSED FEATURES LEGEND

- EASEMENT LINE
- PHASE LINE
- W — WATER LATERAL TIE-IN
- S — SANITARY SEWER LATERAL TIE-IN
- ROOF DRAIN LINE W/ DOWN SPOUT
- (107) STREET ADDRESS & UNIT NUMBER
- GAS LATERAL TIE-IN
- ASSORTED LANDSCAPING
- WO — WALK-OUT BASEMENT
- GM — GAS-METER
- WG — WALK-OUT/GROUND BASEMENT
- DS — DOWNSPOUT SPLASH BLOCK

Existing Features Legend

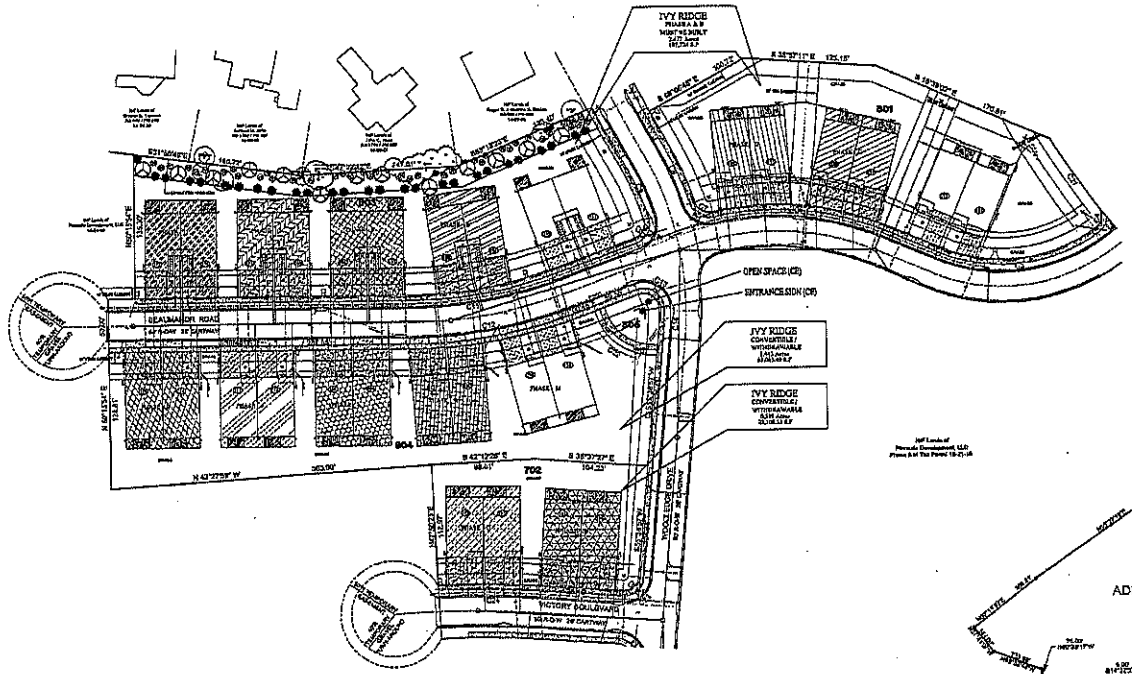
- Property Line w/ Iron Pin Set
- Adjoining Property Line
- Building Setback Line
- Easement Line
- Water line w/ Hydrant
- Sanitary Sewer Line w/ Manhole
- Storm Sewer Line w/ Inlet
- Concrete Sidewalk
- Cut Line
- Building
- Underground Electric Line

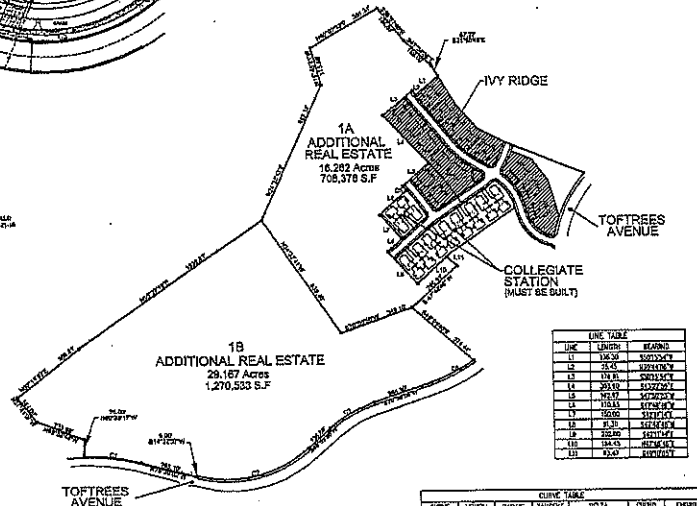
CONDOMINIUM ELEMENT LEGEND

- DECK (LCE) (MBE)
- DECK OVER PATIO (LCE) (MBE)
- BITUMINOUS UNIT DRIVEWAY (LCE) (MBE)
- (LCE) LIMITED COMMON ELEMENT
- (CE) COMMON ELEMENT
- (MBE) MUST BE BUILT
- (NBBE) NEED NOT BE BUILT
- LIGHT POLE (LCE)

* NOTE: ALL OPEN SPACES, INCLUDING LANDSCAPING AND THE BUFFER YARD IS A COMMON ELEMENT.

	PHASE A, B & M MUST BE BUILT		PHASE I NEED NOT BE BUILT
	PHASE C NEED NOT BE BUILT		PHASE J NEED NOT BE BUILT
	PHASE D NEED NOT BE BUILT		PHASE K NEED NOT BE BUILT
	PHASE E NEED NOT BE BUILT		PHASE L NEED NOT BE BUILT
	PHASE F NEED NOT BE BUILT		PHASE M NEED NOT BE BUILT
	PHASE G NEED NOT BE BUILT		PHASE O NEED NOT BE BUILT
	PHASE H NEED NOT BE BUILT		





KEY MAP
Scale: 1" = 200'

LINE TABLE		
LINE	LENGTH	BEARING
L1	196.50'	S10°03'24"E
L2	75.45'	S29°48'06"W
L3	174.81'	S30°15'42"E
L4	283.60'	S15°29'26"E
L5	142.47'	S42°38'57"W
L6	110.65'	S17°46'48"W
L7	150.00'	S12°11'45"E
L8	81.31'	S12°11'45"E
L9	220.00'	S12°11'45"E
L10	134.45'	S12°46'45"E
L11	92.07'	S10°03'24"E

CURVE TABLE						
CURVE	LENGTH	RADIUS	TANGENT	DELTA	CHORD	CHORD DIR.
C1	298.33'	1075.00'	150.02'	15°54'15"	297.50'	N20°06'46"W
C2	551.74'	575.00'	299.69'	55°00'00"	530.50'	S76°18'06"W
C3	716.62'	550.00'	425.07'	74°38'08"	667.13'	S49°26'56"W
C4	222.95'	400.00'	113.70'	31°56'01"	220.13'	S61°02'27"W
C5	23.55'	825.00'	11.84'	1°38'01"	23.55'	S81°43'28"E

PennTerra ENGINEERING INC.
CORPORATE OFFICE:
3075 ENTERPRISE DRIVE
SUITE 100
STATE COLLEGE, PA 16801
PH: 814-231-9355
Fax: 814-237-2308

BRANCH OFFICE:
4018 LOUISE DRIVE
SUITE 105
MECHANICSBURG, PA 17055
PH: 717-791-0053
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C. ANTHONY FRUCHTL — ENGINEER — PE-058413 — COMMONWEALTH OF PENNSYLVANIA
Seal

Designer: LS
Drafter: MW
Engineer: CAF
Surveyor: MW
Partner in Ch.:
Book: Pg:
Misc. Pl. Panel No. 2010-0000
Add. Pl. Panel No. 2010-0000

The Village at Penn State
IVY RIDGE
Destination, A Sub-Planned Community
Patton Township
Centre County
Pennsylvania

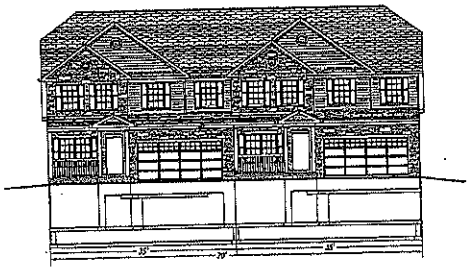
SECOND AMENDED DECLARATION PLAT

Pinnacle Development, LLC
Pinnacle Development 2, LLC
Pinnacle Development 2(Oregon) Limited Liability Company
Owner Variants
2123 Old Gatesburg Rd.
State College, PA 16803

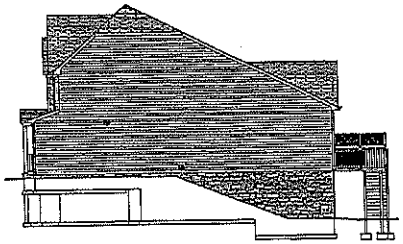
PROJECT NO. 06262-808
DATE: JUNE 8, 2010
SCALE: 1" = 50'
SHEET NO. 1 of 4

GRAPHIC SCALE
(IN FEET)
1 inch = 50 ft.

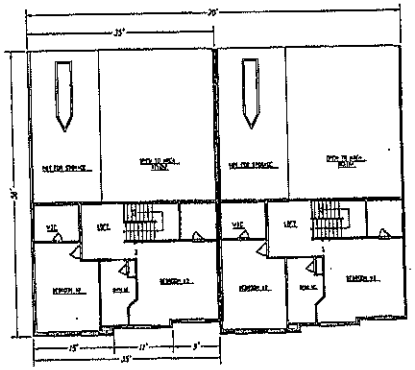
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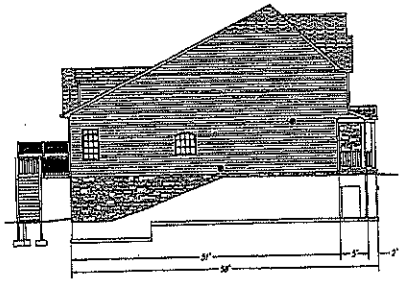
FRONT ELEVATION
SCALE: 1" = 10'



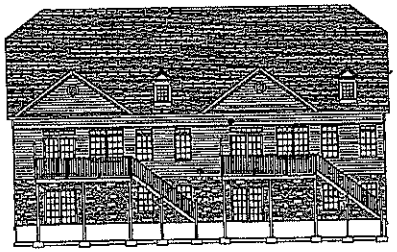
RIGHT SIDE ELEVATION
SCALE: 1" = 10'



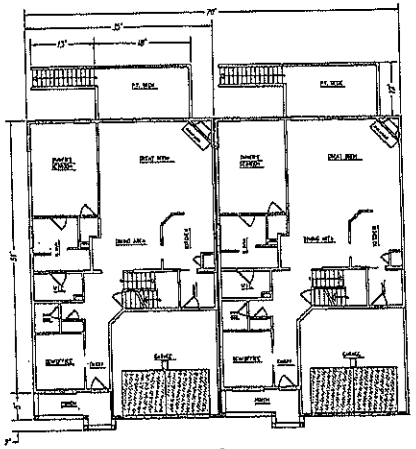
SECOND FLOOR
SCALE: 1" = 10'



LEFT SIDE ELEVATION
SCALE: 1" = 10'



REAR ELEVATION
SCALE: 1" = 10'



FIRST FLOOR
SCALE: 1" = 10'

UNITS:
121/123
127/129
133/135
156/158
160/162
164/166
170/172
174/176

GRAPHIC SCALE

(IN FEET)
1 inch = 10 ft.

PennTerra
ENGINEERING INC.
2675 ENTERPRISE DRIVE
STATE COLLEGE, PA
16801
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C. ANTHONY TRUCHTL
PENNSYLVANIA

Seal

Designed ____ AS
Drafted ____ MJB
Project Mgr ____ CAT
Surveyor ____ DBS
Perimeter Ck. ____
Book ____ 78
Misc. ____ Revised per COMMENTS
PRE-FINAL SUBDIVISION PLAN
and SUBDIVISION PLAN (NO SIGNATURES)

Date Description

The Village at Penn State
Phase II

IVY RIDGE
Condominium, A Sub-Planned Community

Penn Township
Centre County
Pennsylvania

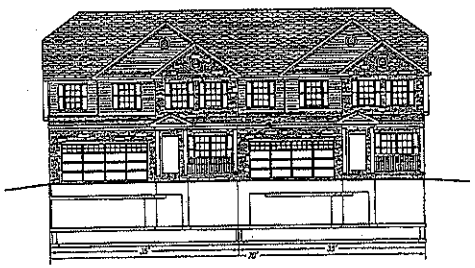
SECOND AMENDED DECLARATION PLAT

WAREFIELD C ELEVATION & LAYOUTS

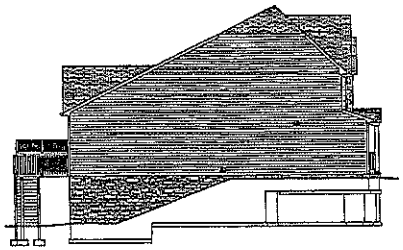
Pennvale Development, LLC
Pennvale Development 2, LLC
Pennvale Development 3/Gregory Limited Liability Company a Joint Venture
3131 Old Gatesburg Rd.
State College, PA 16801

Project No. 05262-80S
Date JUNE 8, 2010
Scale 1"= 10'
Sheet No. 2 of 4

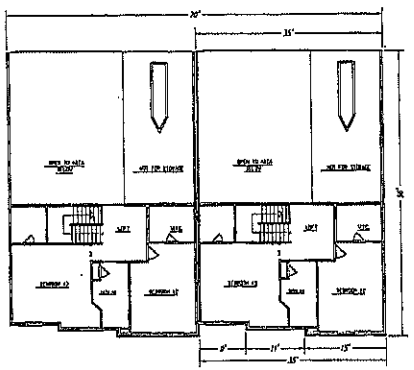
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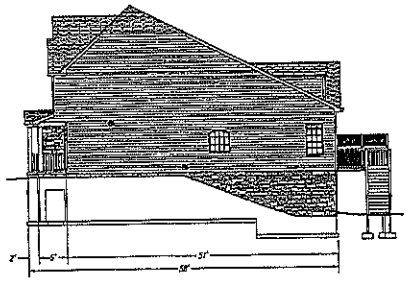
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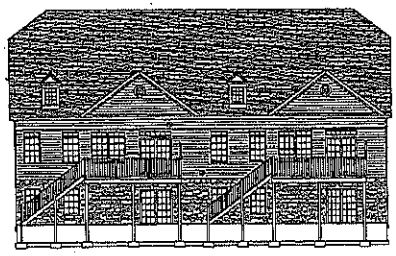
RIGHT SIDE ELEVATION
SCALE: 1" = 10'



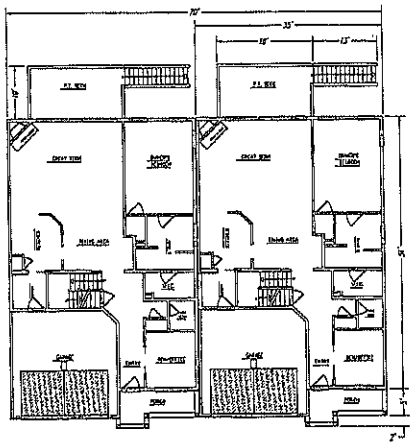
SECOND FLOOR
SCALE: 1" = 10'



LEFT SIDE ELEVATION
SCALE: 1" = 10'



REAR ELEVATION
SCALE: 1" = 10'



FIRST FLOOR
SCALE: 1" = 10'

UNITS:
105/107
111/113

GRAPHIC SCALE

(IN FEET)
1 inch = 10 ft.

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The Village at Penn State
Phase 5
IVY RIDGE
Condominium, A Sub-Planned Community

Patton Township
Centre County
Pennsylvania

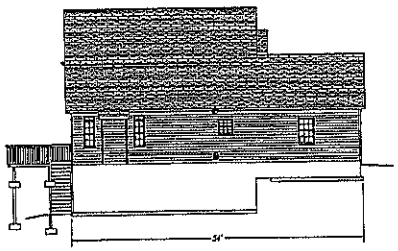
SECOND AMENDED DECLARATION PLAT

WAKEFIELD C
ELEVATION & LAYOUTS

Pinnacle Development, LLC
Pinnacle Development 2, LLC
Pinnacle Development 3/Keystone
Limited Liability Company 2
Joint Venture
2121 Old Gatesburg Rd.
State College, PA 16803

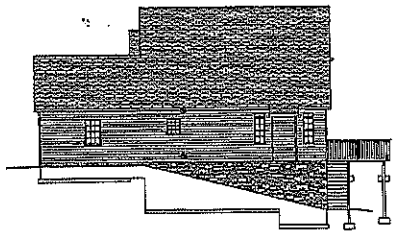
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06262-208
DATE
JUNE 8, 2010
SCALE
1"= 10'
SHEET NO.
3 of 4

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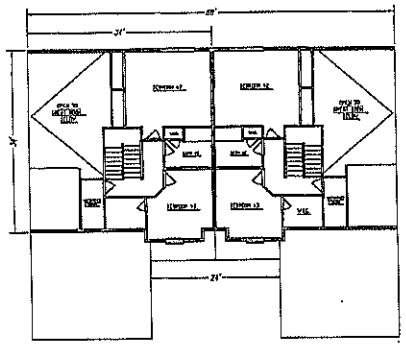


LEFT SIDE ELEVATION
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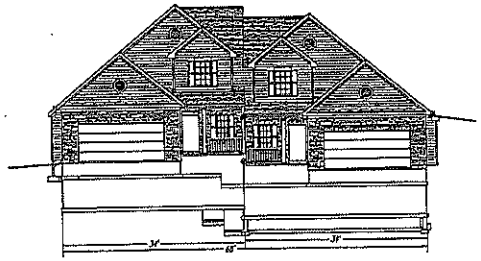
UNITS:
151/153
157/159
163/165
169/171
175/177



RIGHT SIDE ELEVATION
SCALE: 1" = 10'

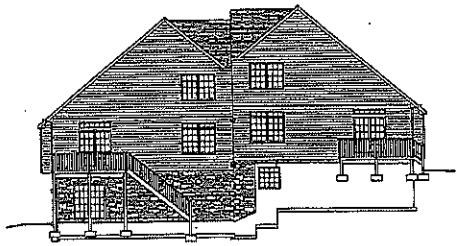


SECOND FLOOR
SCALE: 1" = 10'

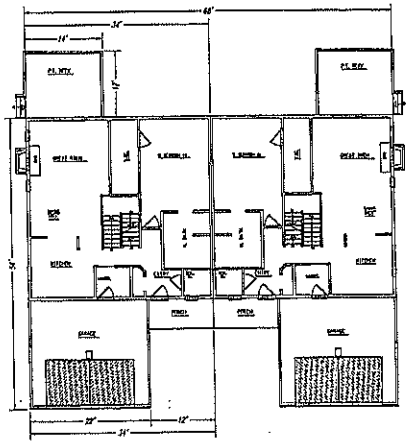


FRONT ELEVATION
SCALE: 1" = 10'

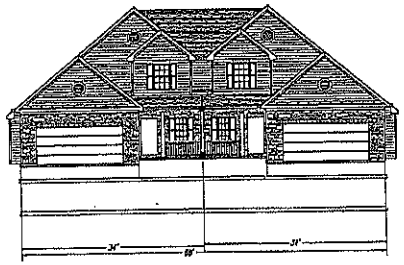
UNITS:
151/153
157/159
163/165
169/171



REAR ELEVATION
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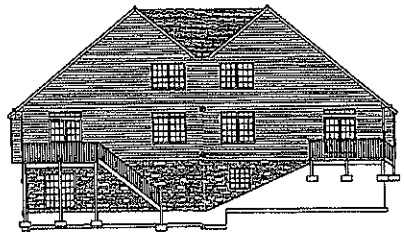


FIRST FLOOR
SCALE: 1" = 10'



FRONT ELEVATION
SCALE: 1" = 10'

UNITS:
175/177



REAR ELEVATION
SCALE: 1" = 10'

GRAPHIC SCALE



(IN FEET)
1 inch = 10 ft.

PennTerra
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C. ANTHONY FRUCHL
COMMONWEALTH OF PENNSYLVANIA

Designed AS
Drafted MH
Engineer CAF
Surveyed MW
Permits Ck.
Book Pg
Date Pg Parcel No. 24013A2S2
Name PLAT-FUNCLASSIFIED PLAT
Area 1.6252-PH8-DEC-PLAT-2ND-AMEND

No.	Description

The Village at Penn State
Phase II

IVY RIDGE
Condominium, A Sub-Planned Community

Patton Township
Centre County
Pennsylvania

SECOND AMENDED DECLARATION PLAT

GLENNFIELD 907 ELEVATIONS & LAYOUT

Pinnacle Development, LLC
Pinnacle Development 2, LLC
Pinnacle Development 2/Gregory
Limited Liability Company I
John Vennare

2101 Old Gatesburg Rd.
State College, PA 16803

PROJECT NO.
06252-80B
DATE
JUNE 8, 2010
SCALE
1"= 10'
SHEET NO.
4 of 4

P:\ldd\proj\e\06\06262\dwg\PHASE-8\Declaration Plat\06262-PH8-Dec.Plat-2nd-amended.dwg, 6/8/2010 4:08:03 PM, Kyocera - First Floor.pc3

R 02080-0191 May 24, 2011
IVY RIDGE CONDOMINIUM
PINNACLE DEVELOPMENT LLC
05-24-2011
10:01:21
AMEN 14 pgs RECORDER OF DEEDS

3rd Amendment to The Ivy Ridge Condominium,
a Pennsylvania Sub-Planned Flexible Condominium

WHEREAS, by a Condominium Declaration dated January 15, 2009 and recorded January 30, 2009 in the Office of the Recorder of Deeds in and for Centre County, Pennsylvania in Record Book 2027 at Page 152 (hereinafter the "Declaration"), Declarants Pinnacle Development, LLC, Pinnacle Development 2, LLC, Pinnacle Development 2/Gregory Limited Liability Company I Joint Venture (hereinafter collectively referred to as "Declarants"), created a flexible sub-planned condominium known as **The Ivy Ridge Condominium**; and

WHEREAS, by the 1st Amendment to the Declaration recorded August 21, 2009 in the Office of the Recorder of Deeds in and for Centre County, Pennsylvania in Record Book 2042 at Page 428 (hereinafter the "1st Amendment"), the development was rephrased and certain Units were reclassified as Convertible/ Withdrawable Real Estate to accommodate current lending practices; and

WHEREAS, by the 2nd Amendment to the Declaration recorded June 10, 2010 in the Office of the Recorder of Deeds in and for Centre County, Pennsylvania in Record Book 2058 at Page 244 (hereinafter the "2nd Amendment"), Phase M, consisting or Units 156 and 158, was converted in The Ivy Ridge Condominium; and

WHEREAS, pursuant to Sections 3219(a)(3)(i), 3211(a), and 3212(a) of the Act, Declarant has the exclusive authority to amend the Declaration to convert or withdraw Convertible/ Withdrawable Real Estate from the Condominium; and

WHEREAS, Declarant desires to convert Phase C, consisting of Units 127 and 129, so as a result it becomes Phase C of The Ivy Ridge Condominium; and

WHEREAS, Declarant desires to convert Phase D, consisting of Units 133 and 135, so as a result it becomes Phase D of The Ivy Ridge Condominium; and

WHEREAS, Declarant desires to convert Phase N, consisting of Units 105 and 107, so as a result it becomes Phase N of The Ivy Ridge Condominium; and

WHEREAS, Declarant desires to convert Phase P, consisting of Unit 173, so as a result it becomes Phase P of The Ivy Ridge Condominium; and

WHEREAS, Declarant desires to amend the Declaration Plat to accommodate the conversion of Phases C, D, N & P, being Units 127, 129, 133, 135, 105, 107, and 173; and

WHEREAS, Declarant desires to amend Exhibit "C" as filed to the Declaration to update the Percentage Interest, Votes and Common Expense Liabilities; and

WHEREAS, pursuant to the Special Declarant Rights reserved under the Declaration and the Revised Preliminary/ Final Land Development Plan (Phase 8, The Village at Penn State) recorded February 23, 2011 in the Office of the Recorder of Deeds in and for Centre County, Pennsylvania in Plan

Book 84 at Page 28, Declarant desires to amend the Declaration to permit construction of single-family detached residential dwelling Units in addition to single-family semi-attached duplex residential dwelling Units.

NOW THEREFORE, the Declarant herein declares as follows:

I. That Phase C, consisting of Units 127 and 129, is converted and will hereinafter become a part of The Ivy Ridge Condominium, a sub-planned flexible condominium development.

II. That Phase D, consisting of Units 133 and 135, is converted and will hereinafter become a part of The Ivy Ridge Condominium, a sub-planned flexible condominium development.

III. That Phase N, consisting of Units 105 and 107, is converted and will hereinafter become a part of The Ivy Ridge Condominium, a sub-planned flexible condominium development.

IV. That Phase P, consisting of Unit 173, is converted and will hereinafter become a part of The Ivy Ridge Condominium, a sub-planned flexible condominium development.

V. That Exhibit "A" set forth in the 2nd Amendment is deleted and replaced with Exhibit "A" attached hereto and incorporated by reference.

VI. That Exhibit "B" set forth in the 2nd Amendment is deleted and replaced with Exhibit "B" attached hereto and incorporated by reference.

VII. That the Declaration Plat filed as Exhibit "D" to the Declaration and the 2nd Amendment is deleted and replaced with Exhibit "D" attached hereto and incorporated by reference.

VIII. That Exhibit "E" set forth in the Declaration is deleted and replaced with Exhibit "E" attached hereto and incorporated by reference.

IX. That Article II, Section 2.5 of the Declaration entitled "Flexible Condominium and Maximum Number of Units", as amended by the 1st Amendment, is deleted in its entirety and further replaced as follows:

Section 2.5 Flexible Condominium and Maximum Number of Units. The maximum number of Units that may be created by the Declarant pursuant to Section 3215(c) of the Act is eighty-four (84).

It is the Declarant's intention to submit this development in multiple phases.

All Units created herein shall be either single-family semi-attached duplex or single-family detached residential dwelling Units.

X. That all other terms and conditions of the Declaration, 1st Amendment, and 2nd Amendment are ratified and shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this 3rd Amendment this 23 day of May, 2011.

WITNESS

Pinnacle Development, LLC

By: _____
Robert E. Poole, Jr., President/Managing Member

Pinnacle Development 2, LLC

By: _____
Robert E. Poole, Jr., Managing Member

Pinnacle Development 2/ Gregory Limited Liability Company I Joint Venture

By: _____
Robert E. Poole, Jr., Managing Member

s:worddocs/S&A/A-555.186 Ivy Ridge/ A-555.186 3rd Amendment

COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF CENTRE :

On this, the 13th day of May, 2011, before me, a Notary public, in and for said Commonwealth, personally appeared, Robert E. Poole, Jr., who, after being duly sworn according to law, deposes and says that he is the President/Managing Member of Pinnacle Development, LLC, that he is authorized to execute the amendment for the purpose therein contained.

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

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Alicia N. Cornali, Notary Public
Ferguson Twp., Centre County
My Commission Expires July 27, 2012
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Alicia N. Cornali
NOTARY PUBLIC
My Commission Expires: July 27, 2012

COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF CENTRE :

On this, the 23rd day of May, 2011, before me, a Notary public, in and for said Commonwealth, personally appeared, Robert E. Poole, Jr., who, after being duly sworn according to law, deposes and says that he is the Managing Member of Pinnacle Development 2, LLC, that he is authorized to execute the amendment for the purpose therein contained.

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

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Alicia N. Cornali, Notary Public
Ferguson Twp., Centre County
My Commission Expires July 27, 2012
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Alicia N. Cornali
NOTARY PUBLIC
My Commission Expires: July 27, 2012

COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF CENTRE :

On this, the 23rd day of May, 2011, before me, a Notary public, in and for said Commonwealth, personally appeared, Robert E. Poole, Jr., who, after being duly sworn according to law, deposes and says that he is the Managing Member of Pinnacle Development 2/ Gregory Limited Liability Company I Joint Venture, that he is authorized to execute the amendment for the purpose therein contained.

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

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Alicia N. Cornali, Notary Public
Ferguson Twp., Centre County
My Commission Expires July 27, 2012
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Alicia N. Cornali
NOTARY PUBLIC
My Commission Expires: July 27, 2012

EXHIBIT "A"

Legal Description – "Must be Built"

PHASES A, B, C, D, M, N & P

TRACT ONE (Lot 801, Phase 8)

All that certain tract of land situated in Patton Township, Centre County, PA, being Lot 801, as shown on a plan entitled, "Preliminary/ Final Subdivision Plan Phases 6, 7, & 8" prepared by PennTerra Engineering, Inc., dated January 2, 2008 and recorded July 9, 2008 in Plat Book 81 at Page 35, being more particularly bounded and described as follows:

BEGINNING at a point of land being an iron pin set along the eastern edge of the right-of-way for Woodledge Drive (50' R-O-W) and Lot No. 802 on the above referenced plan, thence along said Lot No. 802 South 68 degrees 06 minutes 45 seconds East for a distance of 100.72 feet to a point; thence along said point South 35 degrees 57 minutes 11 seconds East for a distance of 125.15 feet to a point; thence along said point South 16 degrees 38 minutes 02 seconds East for a distance of 176.81 feet to a point along the right-of-way for Toftress Avenue (70' R-O-W); thence along said right-of-way along a curve to the left having a radius of 635.00 feet, an arc of 79.16 feet, and a chord bearing of South 15 degrees 50 minutes 29 seconds West for a distance of 79.11 feet to a point; thence along said point along a curve to the right having a radius of 14.00 feet, an arc of 22.47 feet, and a chord bearing of South 58 degrees 14 minutes 28 seconds West for a distance of 20.13 feet to a point along the right-of-way for Beaumanor Road (50' R-O-W); thence along said right-of-way along a curve to the right having a radius of 150.00 feet, an arc of 154.86 feet, and a chord bearing of North 46 degrees 12 minutes 39 seconds West for a distance of 148.08 feet to a point; thence along said point North 16 degrees 38 minutes 02 seconds West for a distance of 50.41 feet to a point; thence along said point along a curve to the left having a radius of 275.00 feet, an arc of 170.87 feet, and a chord bearing of North 34 degrees 26 minutes 01 seconds West for a distance of 168.13 feet to a point; thence along said point along a curve to the right having a radius of 14.00 feet, an arc of 20.68 feet, and a chord bearing of North 09 degrees 55 minutes 12 seconds West for a distance of 18.85 feet to a point along the right-of-way for Woodledge Drive (50' R-O-W); thence along said right-of-way along a curve to the left having a radius of 325.00 feet, an arc of 59.59 feet, and a chord bearing of North 27 degrees 08 minutes 25 seconds East for a distance of 59.51 feet to a point; thence along said point North 21 degrees 53 minutes 15 seconds East for a distance of 36.64 feet to a point being an iron pin along Lot No. 802 on the above referenced plan, being the place of BEGINNING, CONTAINING 1.165 acres +/-.

TRACT TWO (Lot 803, Phase 8)

All that certain tract of land situated in Patton Township, Centre County, PA, being Lot 803, as shown on a plan entitled, "Preliminary/ Final Subdivision Plan Phases 6, 7, & 8" prepared by PennTerra Engineering, Inc., dated January 2, 2008 and recorded July 9, 2008 in Plat Book 81 at Page 35, being more particularly bounded and described as follows:

BEGINNING at a point of land being an iron pin set along the eastern edge of the right-of-way for Beaumanor Road (50' R-O-W) and lands now or formerly of Pinnacle Development, LLC (Residue of Tax Parcel 18-21-10), thence along said lands now or formerly of Pinnacle Development, LLC, North 50 degrees 15 minutes 54 seconds East for a distance of 135.30 feet to a point along lands now or formerly of Sharon E. Teaman; thence along said lands and continuing along lands now or formerly of Samuel M.

Jaffe South 31 degrees 50 minutes 49 seconds East for a distance of 160.72 feet to a point; thence along said point and along lands now or formerly of John C. Haas South 42 degrees 22 minutes 12 seconds East for a distance of 147.01 feet to a point; thence along said point and along lands now or formerly of Roger D. and Corinne S. Coplan South 63 degrees 13 minutes 23 seconds East for a distance of 133.40 feet to a point along the right-of-way for Woodledge Drive (50' R-O-W); thence along said right-of-way South 21 degrees 53 minutes 15 seconds West for a distance of 65.93 feet to a point; thence along said point along a curve to the right having a radius of 275.00 feet, an arc of 51.07 feet, and a chord bearing of South 27 degrees 12 minutes 26 seconds West for a distance of 51.00 feet to a point; thence along said point along a curve to the right having a radius of 14.00 feet, an arc of 21.37 feet, and a chord bearing of South 76 degrees 15 minutes 28 seconds West for a distance of 19.36 feet to a point along the right-of-way for Beaumanor Road (50' R-O-W); thence along said right-of-way North 60 degrees 00 minutes 46 seconds West for a distance of 75.16 feet to a point; thence along said point along a curve to the right having a radius of 400.00 feet, an arc of 141.57 feet, and a chord bearing of North 49 degrees 52 minutes 26 seconds West for a distance of 140.83 feet to a point; thence along said point North 39 degrees 44 minutes 06 seconds West for a distance of 262.10 feet to a point being an iron pin set along lands now or formerly of Pinnacle Development, LLC, being the place of BEGINNING, CONTAINING 1.308 acres +/-.

TRACT THREE (Lot 804, Phase 8)

All that certain tract of land situated in Patton Township, Centre County, PA, being Lot 804, as shown on a plan entitled, "Preliminary/ Final Subdivision Plan Phases 6, 7, & 8" prepared by PennTerra Engineering, Inc., dated January 2, 2008 and recorded July 9, 2008 in Plat Book 81 at Page 35, being more particularly bounded and described as follows:

BEGINNING at a point of land being an iron pin set along lands now or formerly of Pinnacle Development, LLC (Residue of Tax Parcel 18-21-10) and the western edge of the right-of-way for Woodledge Drive (50' R-O-W), thence along said lands now or formerly of Pinnacle Development, LLC, North 35 degrees 37 minutes 27 seconds West for 104.23 feet to a point; thence along said point North 42 degrees 12 minutes 26 seconds West for a distance of 98.51 feet to a point; thence along said point North 43 degrees 27 minutes 59 seconds West for a distance of 303.90 feet to a point; thence along said point North 50 degrees 15 minutes 54 seconds East for a distance of 128.81 feet to a point along the western edge of the right-of-way of Beaumanor Road (50' R-O-W); thence along said right-of-way South 39 degrees 44 minutes 06 seconds East for a distance of 287.55 feet to a point; thence along said point along a curve to the left having a radius of 450.00 feet, an arc of 159.26 feet, and a chord bearing of South 49 degrees 52 minutes 26 seconds East for a distance of 158.43 feet to a point; thence along said point South 60 degrees 00 minutes 46 seconds East for a distance of 16.36 feet to a point along Lot No. 805 on the herein above referenced plan; thence along said Lot No. 805 along a curve to the left having a radius of 55.00 feet, an arc of 76.16 feet, and a chord bearing of South 03 degrees 26 minutes 38 seconds West for a distance of 70.22 feet to a point along the right-of-way for Woodledge Drive (50' R-O-W); thence along said right-of-way South 55 degrees 38 minutes 57 seconds West for a distance of 121.45 feet to a point being an iron pin set along lands now or formerly of Pinnacle Development, LLC (Residue of Tax Parcel 18-21-10), being the place of BEGINNING, CONTAINING 1.388 acres +/-.

TRACT FOUR (Lot 702, Phase 7)

All that certain tract of land situated in Patton Township, Centre County, PA, being Lot 702, as shown on a plan entitled, "Preliminary/ Final Plan Phases 6, 7, & 8" prepared by PennTerra Engineering,

Inc., dated January 2, 2008 and recorded July 9, 2008 in Plat Book 81 at Page 35, being more particularly bounded and described as follows:

BEGINNING at a point of land being the southernmost corner of Lot No. 804 on the herein above referenced plan and the right-of-way for Woodledge Drive (50' R-O-W), thence along said right-of-way South 55 degrees 38 minutes 57 seconds West for a distance of 104.34 feet to a point; thence along said point along a curve to the right having a radius of 14.00 feet, an arc of 21.68 feet, and a chord bearing of North 79 degrees 59 minutes 15 seconds West for a distance of 19.58 feet to a point along the right-of-way for Victory Boulevard (50' R-O-W); thence along said right-of-way North 35 degrees 37 minutes 27 seconds West for a distance of 76.16 feet to a point; thence along said point along a curve to the left having a radius of 850.00 feet, an arc of 96.96 feet, and a chord bearing of North 38 degrees 53 minutes 32 seconds East for a distance of 79.11 feet to a point along lands now or formerly of Pinnacle Development, LLC (Residue of Tax Parcel 18-21-10); thence along said lands North 47 degrees 50 minutes 23 seconds East for a distance of 112.97 feet to a point along Lot No. 804 on the herein above referenced plan; thence along said Lot No. 804 South 42 degrees 12 minutes 26 seconds East for a distance of 98.51 feet to a point; thence along said point South 35 degrees 37 minutes 27 seconds East for a distance of 104.23 feet to a point along the right-of-way for Woodledge Drive (50' R-O-W), being the place of BEGINNING, CONTAINING 0.519 acres +/-.

TRACT FIVE (Lot 805, Phase 8)

All that certain tract of land situated in Patton Township, Centre County, PA, being Lot 805, as shown on a plan entitled, "Preliminary/ Final Plan Phases 6, 7, & 8" prepared by PennTerra Engineering, Inc., dated January 2, 2008 and recorded July 9, 2008 in Plat Book 81 at Page 35, being more particularly bounded and described as follows:

BEGINNING at a point of land being along the right-of-way for Woodledge Drive (50' R-O-W) and the southeastern corner of Lot No. 804 on the herein above referenced plan South 60 degrees 00 minutes 46 seconds East for a distance of 43.20 feet to a point; thence along said point along a curve to the right having a radius of 14.00 feet, an arc of 26.90 feet, and a chord bearing of South 04 degrees 58 minutes 38 seconds East for a distance of 22.95 feet to a point; thence along said point and along the right-of-way for Woodledge Drive (50' R-O-W) along a curve to the right having a radius of 275.00 feet, an arc of 26.84 feet, and a chord bearing of South 52 degrees 51 minutes 13 seconds West for a distance of 26.83 feet to a point; thence along said point South 55 degrees 38 minutes 57 seconds West for a distance of 16.73 feet to a point along Lot No. 804 on the herein above referenced plan; thence along said Lot No. 804 along a curve to the right having a radius of 55.00 feet, an arc of 76.16 feet, and a chord bearing of North 03 degrees 26 minutes 29 seconds West for a distance of 70.22 feet to a point along the right-of-way for Woodledge Drive (50' R-O-W), being the place of BEGINNING, CONTAINING 0.055 acres +/-.

LESS HOWEVER, the Units designated in Phases E, F, G, H, I, J, K, L, and O, illustrated as Convertible/ Withdrawable on Exhibit "D" to this 3rd Amendment attached hereto and incorporated by reference.

EXHIBIT "B"

Legal Description – Withdrawable/Convertible Real Estate

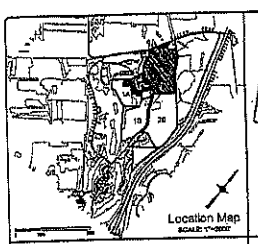
The Units designated in Phases E, F, G, H, I, J, K, L, and O illustrated as Convertible/ Withdrawable on Exhibit "D" to this 3rd Amendment attached hereto and incorporated by reference.

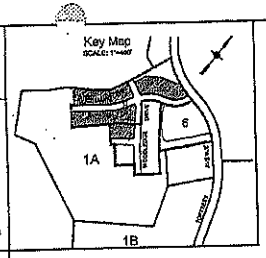
EXHIBIT "E"
Current Identifying Numbers, Voting Interest
and Percentage of Interest of Common Area

Pursuant to Article II, Section 2.1 of the Declaration for The Ivy Ridge Condominium, as amended.

Unit No.	Voting Interest	Percentage Interest of Common Area
105	1	3.33%1
107	1	3.33%
121	1	3.33%
123	1	3.33%
127	1	3.33%
129	1	3.33%
133	1	3.33%
135	1	3.33%
151	1	3.33%
153	1	3.33%
156	1	3.33%
158	1	3.33%
173	1	3.33%
TOTAL 13	13	

EXHIBIT 'D'





I HEREBY CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE, THIS DECLARATION PLAN CONTAINS ALL INFORMATION REQUIRED BY TITLE 68, PART 2 SUBPART B, CHAPTER 35, SECTION 3210 OF THE PENNSYLVANIA CONSOLIDATED STATUTES

C. Anthony Fruchtl 5-23-11

C. ANTHONY FRUCHTL (62413) DATE

HORIZONTAL CURVE DATA

CURVE	ARC	RAD	TAN	CHORD	DELTA
C1	338.89'	600.00'	173.97'	S26°42'58"W 334.39'	36°18'24"
C2	15.80'	534.00'	8.40'	S14°24'58"W 15.80'	1°41'38"
C4	22.47'	14.00'	14.40'	S58°14'28"W 20.19'	89°53'40"
C5	134.89'	150.00'	69.79'	N48°12'08"W 149.61'	89°90'14"
C6	170.87'	275.00'	88.29'	N34°28'51"W 168.13'	35°35'58"
C7	22.46'	14.00'	12.70'	N06°58'12"W 19.86'	84°39'35"
C8	69.59'	326.00'	29.00'	N37°58'26"E 69.47'	12°56'21"
C9	91.27'	275.00'	23.31'	N27°12'12"W 91.00'	19°00'57"
C10	21.39'	14.00'	13.39'	S75°12'28"W 19.36'	87°27'23"
C11	141.57'	400.00'	71.53'	N45°33'28"W 140.83'	20°16'40"
C12	184.26'	440.00'	93.47'	S48°52'28"E 182.93'	23°59'40"
C13	22.80'	14.00'	20.09'	S01°36'25"E 22.05'	116°10'15"
C14	24.04'	275.00'	12.03'	S52°51'12"W 23.93'	5°00'39"
C15	58.75'	325.00'	29.55'	S59°23'40"W 58.67'	10°21'22"
C16	19.80'	14.00'	12.11'	S06°37'39"W 18.21'	81°01'01"
C17	141.38'	225.00'	73.23'	N34°09'43"W 139.01'	35°59'72"
C18	215.45'	200.00'	119.51'	N61°29'49"W 205.18'	61°43'19"
C19	13.57'	9.00'	8.63'	N32°59'49"W 12.61'	86°55'09"
C20	337.89'	600.00'	120.31'	N30°49'27"W 335.41'	21°27'22"
C21	78.16'	425.00'	39.62'	S15°40'09"W 78.11'	10°49'33"
C22	78.16'	81.00'	43.01'	S05°39'23"W 75.22'	39°28'27"
C23	21.09'	14.00'	13.09'	N78°36'16"W 19.05'	86°43'36"
C24	80.96'	850.00'	40.57'	N34°53'32"W 80.91'	5°27'19"

PROPOSED FEATURES LEGEND

- EASEMENT LINE
- PHASE LINE
- W — WATER LATERAL TIE-IN
- S — SANITARY SEWER LATERAL TIE-IN
- ROOF DRAIN LINE W/ DOWN SPOUT
- (107) STREET ADDRESS & UNIT NUMBER
- GAS LATERAL TIE-IN
- ASSORTED LANDSCAPING
- WO — WALK-OUT BASEMENT
- GM — GAS-METER
- IG — IN-GROUND BASEMENT
- CD — DOWNSPOUT SPLASH BLOCK

Existing Features Legend

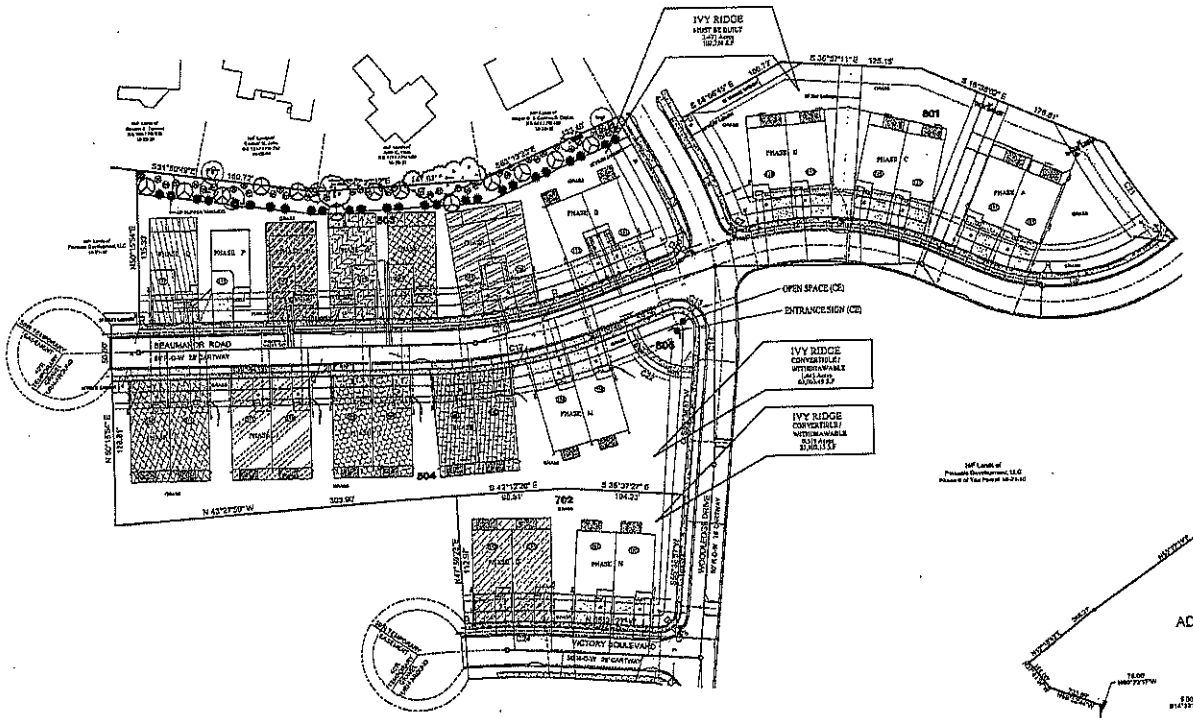
- Property Line w/ Iron Pin Set
- Adjoining Property Line
- Building Setback Line
- Easement Line
- Water Line w/ Hydrant
- Sanitary Sewer Line w/ Manhole
- Storm Sewer Line w/ Inlet
- Concrete Sidewalk
- Gas Line
- Building
- Underground Electric Line

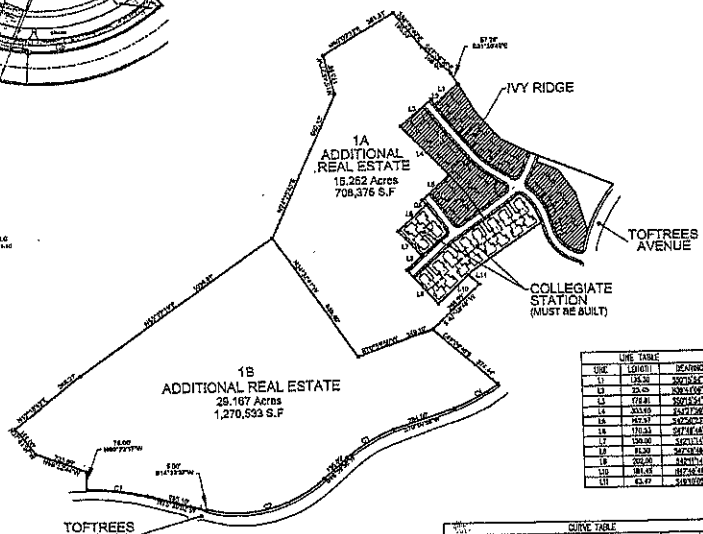
CONDOMINIUM ELEMENT LEGEND

- DECK (LCE) (MBB)
- DECK OVER PATIO (LCE) (MBB)
- BITUMINOUS UNIT DRIVEWAY (LCE) (MBB)
- (LCE) LIMITED COMMON ELEMENT
- (CE) COMMON ELEMENT
- (MBB) MUST BE BUILT
- (NNBB) NEED NOT BE BUILT
- LIGHT POLE (LCE)

* NOTE: ALL OPEN SPACES, INCLUDING LANDSCAPING AND THE BUFFER YARD IS A COMMON ELEMENT.

- PHASE A, D, G & P — MUST BE BUILT
- PHASE E — NEED NOT BE BUILT
- PHASE F — NEED NOT BE BUILT
- PHASE O — NEED NOT BE BUILT
- PHASE N — NEED NOT BE BUILT
- PHASE I — NEED NOT BE BUILT
- PHASE J — NEED NOT BE BUILT
- PHASE K — NEED NOT BE BUILT
- PHASE L — NEED NOT BE BUILT
- PHASE M — NEED NOT BE BUILT
- PHASE Q — NEED NOT BE BUILT
- PHASE Q — NEED NOT BE BUILT





KEY MAP
Scale: 1" = 20'

LINE TABLE		
LINE	LENGTH	BEARING
L1	135.39'	S00°03'34"W
L2	23.45'	S06°10'09"W
L3	178.61'	S50°53'51"E
L4	203.69'	S47°17'49"E
L5	167.57'	S42°54'27"E
L6	170.33'	S47°16'46"W
L7	134.06'	S42°13'13"E
L8	81.00'	N47°46'58"E
L9	200.00'	S42°13'13"E
L10	181.45'	S47°46'58"W
L11	43.47'	S16°10'09"E

CURVE TABLE						
CURVE	LENGTH	RADIUS	TANGENT	DELTA	CHORD	CHORD DIR.
C1	338.89'	600.00'	173.97'	36°18'24"	333.39'	S47°46'58"W
C2	560.34'	275.00'	299.69'	116°44'04"	470.14'	S18°14'04"W
C3	340.82'	600.00'	175.47'	32°32'56"	336.23'	S58°30'34"W
C4	299.85'	800.00'	151.76'	21°28'50"	298.09'	S42°09'27"W
C5	15.80'	600.00'	7.91'	1°30'47"	15.80'	S51°39'58"W

GRAPHIC SCALE

(IN FEET)
1 inch = 50 ft.

PennTerra ENGINEERING INC.
CENTRAL PENNSYLVANIA REGION OFFICE:
3075 ENTERPRISE DRIVE
SUITE 100
STATE COLLEGE, PA 16801
PH: 814-231-9200
FAX: 814-237-2308

CAPITAL REGION OFFICE:
4020 LOUISE DRIVE
SUITE 105
MECHANICSBURG, PA 17055
PH: 717-691-9050
FAX: 717-795-1718

WWW.PENNTERRA.COM

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C. ANTHONY FRUCHTL — COMMONWEALTH OF PENNSYLVANIA — PROFESSIONAL ENGINEER

Seal

Designer AS
Drafter MH
Project Manager CAF
Surveyor MM
Technician Ck.
Date ____ Pg ____
Rev. No. ____ Permit No. ____
ENGINEER'S DECLARATION PLAT
Land Development No. SUB2010-00026-LDP

Date	Description
11/30/10	

The Village at Penn State

IVY RIDGE
Condominium, A Sub-Planned Community

Patton Township
Centre County
Pennsylvania

THIRD AMENDED DECLARATION PLAT

Pinnacle Development, LLC
Pinnacle Development 2, LLC
Pinnacle Development 2/Gregory Limited Liability Company I
Joint Venture

2121 Old Gatesburg Rd.
State College, PA 16801

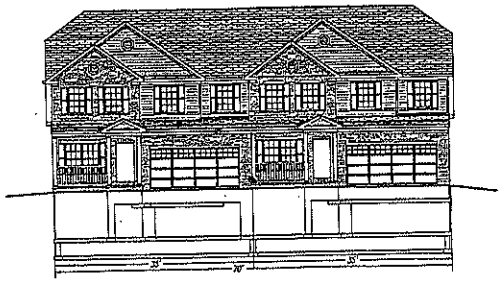
PROJECT NO.
05262-808

DATE
MAY 16, 2011

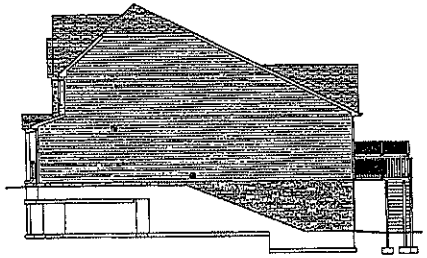
SCALE
1" = 50'

SHEET NO.
1 of 4

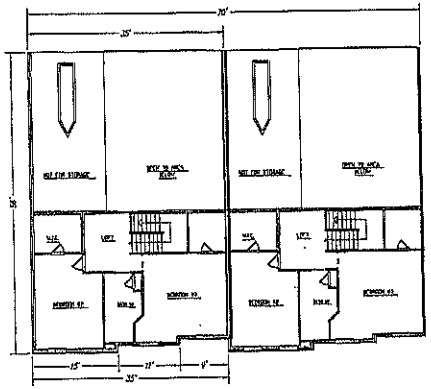
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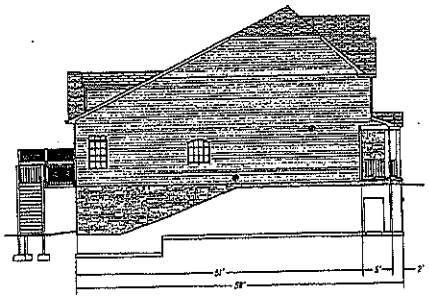
FRONT ELEVATION
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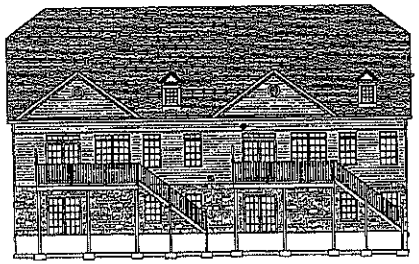
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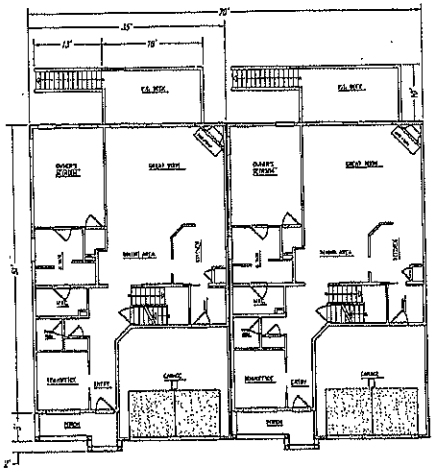
SECOND FLOOR
SCALE: 1" = 10'



LEFT SIDE ELEVATION
SCALE: 1" = 10'



REAR ELEVATION
SCALE: 1" = 10'



FIRST FLOOR
SCALE: 1" = 10'

UNITS:
121/123
127/129
133/135
156/158
160/162
164/166
170/172
174/176

GRAPHIC SCALE

(IN FEET)
1 inch = 10 ft.

PennTerra
ENGINEERING INC.
3075 ENTERPRISE DRIVE
STATE COLLEGE, PA
16801
PH: 814-231-8228
FAX: 814-237-2508
WWW.PENNTERRA.COM

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C. ANTHONY FRUCHTL
PROFESSIONAL ENGINEER
COMMONWEALTH OF PENNSYLVANIA

Seal

Designer AJS
Draftsman MJS
Project Mngr. CAF
Surveyor DHC
Technician
Check By
Date Proj. No.
Date Description
REVISIONS

The Village at Penn State
Phase II

IVY RIDGE
Condominium, A Sub-Planned Community

Union Township
Centre County
Pennsylvania

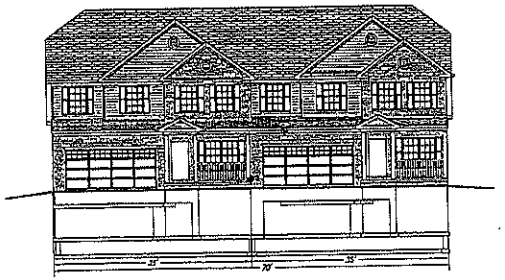
THIRD AMENDED DECLARATION PLAT

WAREFIELD C ELEVATION & LAYOUTS

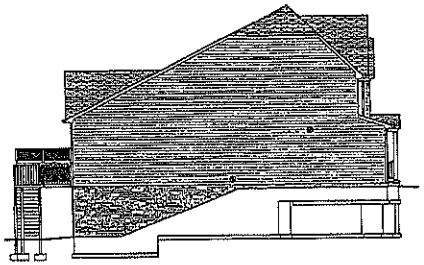
Pinnacle Development, LLC
Pinnacle Development 2, LLC
Pinnacle Development 3 (Pa) Limited Liability Company
Joint Venture
3131 Old Gatesburg Rd.
State College, PA 16803

PROJECT NO.
06262-80B
DATE
MAY 16, 2011
SCALE
1"= 10'
SHEET NO.
2 of 4

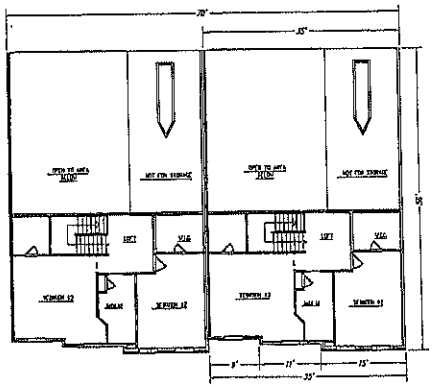
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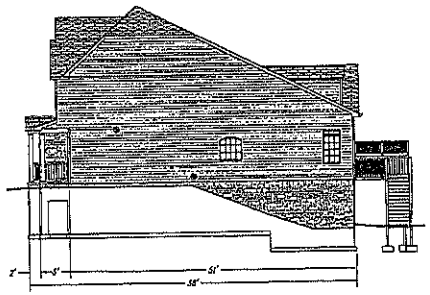
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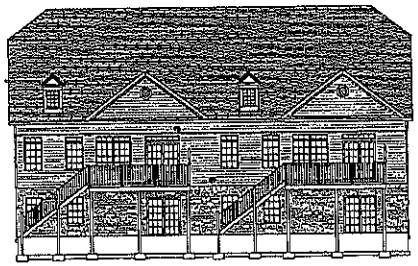
RIGHT SIDE ELEVATION
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SECOND FLOOR
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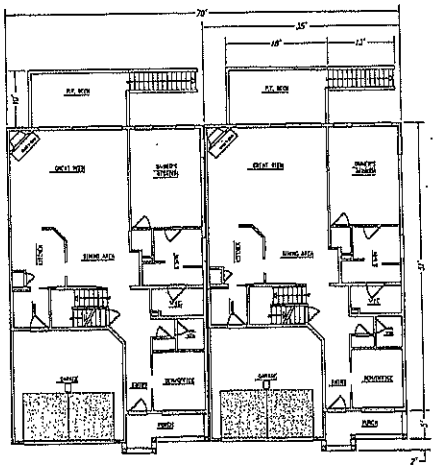


LEFT SIDE ELEVATION
SCALE: 1" = 10'



REAR ELEVATION
SCALE: 1" = 10'

UNITS:
105/107
111/113



FIRST FLOOR
SCALE: 1" = 10'

GRAPHIC SCALE

(IN FEET)
1 inch = 10 ft.

PennTerra
ENGINEERING INC.
3070 ENTERPRISE DRIVE
STATE COLLEGE, PA
16801
PH: 814-231-8285
FAX: 814-237-2308
WWW.PENNTERRA.COM

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COMMONWEALTH OF PENNSYLVANIA
ANTHONY FRUCHTL
ENGINEER
PROFESSIONAL ENGINEER

Seal

Designer: AS
Draftsman: MH
Proj Manager: CAF
Surveyor: DRE
Perimeter Ck.
Desk: Pg
Title: Plt. Record File: [illegible]
Amendment/Addendum No.
Area: [illegible]

REVISIONS

The Village at Penn State
Phase 1

IVY RIDGE
Condominium, A Sub Planned Community

Patton Township
Centre County
Pennsylvania

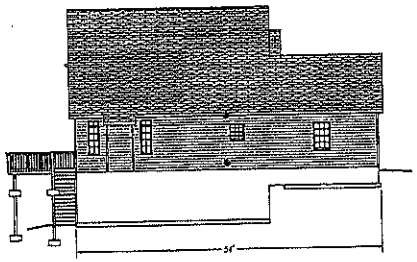
THIRD AMENDED DECLARATION PLAT

WAREFIELD C
ELEVATION &
LAYOUTS

Pinnacle Development, LLC
Pinnacle Development II, LLC
Pinnacle Development 2(Oregon)
Limited Liability Company)
Duke Ventures
2111 Old Gatesburg Rd.
State College, PA 16803

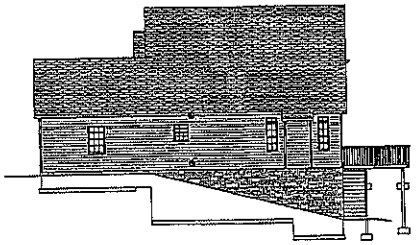
PROJECT NO.
06262-808
DATE
MAY 16, 2011
SCALE
1"= 10'
SHEET NO.
3 of 4

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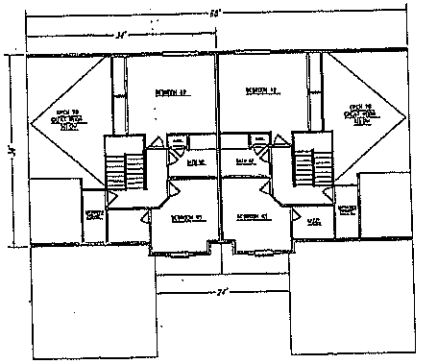


LEFT SIDE ELEVATION
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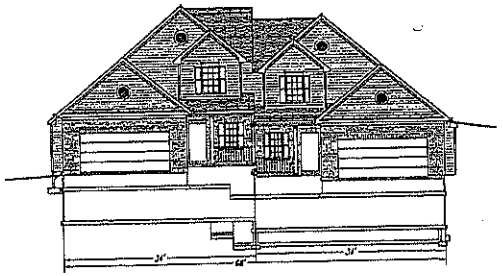
UNITS:
151/153



RIGHT SIDE ELEVATION
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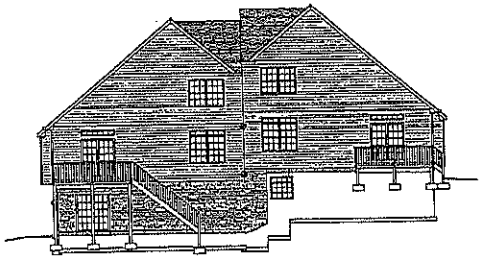


SECOND FLOOR
SCALE: 1" = 10'

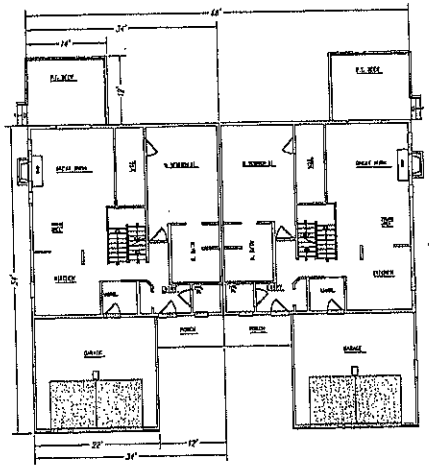


FRONT ELEVATION
SCALE: 1" = 10'

UNITS:
151/153



REAR ELEVATION
SCALE: 1" = 10'



FIRST FLOOR
SCALE: 1" = 10'

GRAPHIC SCALE



(10' FEET)
1 inch = 10 ft.

PennTerra
ENGINEERING INC.
3075 ENTERPRISE DRIVE
STATE COLLEGE, PA
16801
PH: 814-237-6185
Fax: 814-237-2304
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Seal

Designed AS
Drafted MH
Project Mgr DAT
Surveyed MK
Perimeter Ck
Book Pg
Office PA Permit File #

Date Description
REVISIONS

The Village at Penn State
Phase II

IVY RIDGE
Condominium, A Sub-Planned Community

Patton Township
Centre County
Pennsylvania

THIRD AMENDED DECLARATION PLAT

GLENNFIELD 907 ELEVATIONS & LAYOUT

Pinnacle Development, LLC
Pinnacle Development 2, LLC
Pinnacle Development 3/Gregory
Limited Liability Company /
Joint Venture
2131 Old Gatesburg Rd.
State College, PA 16803

PROJECT NO.
06262-308
DATE
MAY 16, 2011
SCALE
1"= 10'
SHEET NO.
4 of 4

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Centre County

Recorder Of Deeds

414 Holmes Street Suite 1
Bellefonte, PA 16823
814-355-6801

R 0 2 1 6 6 / 0 5 8 8

R02166/0588 14 pages

Instrument # 1756

Header Page

This Page is not part of the official record,
and can be discarded after Recording.

Return To:

PATRONO & MURPHY LLC
28 WEST MIDDLE STREET
GETTYSBURG PA 17325

R 02166-0588 Jul 31, 2015
PINNACLE DEVELOPMENT LLC
PINNACLE DEVELOPMENT LLC
07-31-2015
14:09:54
AMEN 14 pgs
RECORDER OF DEEDS

14-8
3850
Patrono + Murphy LLC

4th Amendment to The Ivy Ridge Condominium, a Pennsylvania Sub-Planned Flexible Condominium

WHEREAS, by a Condominium Declaration dated January 15, 2009 and recorded January 30, 2009 in the Office of the Recorder of Deeds in and for Centre County, Pennsylvania in Record Book 2027 at Page 152 (hereinafter the "Declaration"), Declarants Pinnacle Development, LLC, Pinnacle Development 2, LLC, Pinnacle Development 2/Gregory Limited Liability Company I Joint Venture (hereinafter collectively referred to as "Declarants"), created a flexible sub-planned condominium known as **The Ivy Ridge Condominium**; and

WHEREAS, by the 1st Amendment to the Declaration recorded August 21, 2009 in the Office of the Recorder of Deeds in and for Centre County, Pennsylvania in Record Book 2042 at Page 428 (hereinafter the "1st Amendment"), the development was rephrased and certain Units were reclassified as Convertible/ Withdrawable Real Estate to accommodate current lending practices; and

WHEREAS, by the 2nd Amendment to the Declaration recorded June 10, 2010 in the Office of the Recorder of Deeds in and for Centre County, Pennsylvania in Record Book 2058 at Page 244 (hereinafter the "2nd Amendment"), Phase M, consisting or Units 156 and 158, was converted in The Ivy Ridge Condominium; and

WHEREAS, by the 3rd Amendment to the Declaration recorded May 24, 2011 in the Office of the Recorder of Deeds in and for Centre County, Pennsylvania in Record Book 2080 at Page 191 (hereinafter the "3rd Amendment"), Phase C consisting or Units 127 and 129, Phase D consisting of Units 133 and 135, Phase N consisting of Units 105 and 107, Phase P consisting of Unit 173, were converted in The Ivy Ridge Condominium; and

WHEREAS, pursuant to Sections 3219(a)(3)(i), 3211(a), and 3212(a) of the Act, Declarant has the exclusive authority to amend the Declaration to convert or withdraw Convertible/ Withdrawable Real Estate from the Condominium; and

WHEREAS, Declarant desires to convert Phase E, consisting of Units 157 and 159, so as a result it becomes Phase E of The Ivy Ridge Condominium; and

WHEREAS, Declarant desires to convert Phase F, consisting of Unit 163, so as a result it becomes Phase F of The Ivy Ridge Condominium; and

WHEREAS, Declarant desires to convert Phase G, consisting of Unit 165, so as a result it becomes Phase G of The Ivy Ridge Condominium; and

WHEREAS, Declarant desires to convert Phase H, consisting of Unit 169, so as a result it becomes Phase H of The Ivy Ridge Condominium; and

WHEREAS, Declarant desires to convert Phase I, consisting of Units 174 and 176, so as a result it becomes Phase I of The Ivy Ridge Condominium; and

WHEREAS, Declarant desires to convert Phase J, consisting of Units 170 and 172, so as a result it becomes Phase J of The Ivy Ridge Condominium; and

WHEREAS, Declarant desires to convert Phase K, consisting of Units 164 and 166, so as a result it becomes Phase K of The Ivy Ridge Condominium; and

WHEREAS, Declarant desires to convert Phase L, consisting of Units 160 and 162, so as a result it becomes Phase L of The Ivy Ridge Condominium; and

WHEREAS, Declarant desires to convert Phase O, consisting of Units 111 and 113, so as a result it becomes Phase O of The Ivy Ridge Condominium; and

WHEREAS, Declarant desires to convert Phase Q, consisting of Unit 177, so as a result it becomes Phase Q of The Ivy Ridge Condominium; and

WHEREAS, Declarant desires to amend the Declaration Plat to accommodate the conversion of said Phases and Units; and

WHEREAS, Declarant desires to amend Exhibit "C" as filed to the Declaration to update the Percentage Interest, Votes and Common Expense Liabilities.

NOW THEREFORE, the Declarant herein declares as follows:

I. That Phase E, consisting of Units 157 and 159, is converted and will hereinafter become a part of The Ivy Ridge Condominium, a sub-planned flexible condominium development.

II. That Phase F, consisting of Unit 163, is converted and will hereinafter become a part of The Ivy Ridge Condominium, a sub-planned flexible condominium development.

III. That Phase G, consisting of Unit 165, is converted and will hereinafter become a part of The Ivy Ridge Condominium, a sub-planned flexible condominium development.

IV. That Phase H, consisting of Unit 169, is converted and will hereinafter become a part of The Ivy Ridge Condominium, a sub-planned flexible condominium development.

V. That Phase I, consisting of Units 174 and 176, is converted and will hereinafter become a part of The Ivy Ridge Condominium, a sub-planned flexible condominium development.

VI. That Phase J, consisting of Units 170 and 172, is converted and will hereinafter become a part of The Ivy Ridge Condominium, a sub-planned flexible condominium development.

VII. That Phase K, consisting of Units 164 and 166, is converted and will hereinafter become a part of The Ivy Ridge Condominium, a sub-planned flexible condominium development.

VIII. That Phase L, consisting of Units 160 and 162, is converted and will hereinafter become a part of The Ivy Ridge Condominium, a sub-planned flexible condominium development.

IX. That Phase O, consisting of Units 111 and 113, is converted and will hereinafter become a part of The Ivy Ridge Condominium, a sub-planned flexible condominium development.

X. That Phase Q, consisting of Unit 177, is converted and will hereinafter become a part of The Ivy Ridge Condominium, a sub-planned flexible condominium development.

XI. That the Declaration Plat filed as Exhibit "D" to the 3rd Amendment to the Declaration is deleted and replaced with Exhibit "D" attached hereto and incorporated by reference.

XII. That Exhibit "E" set forth in the 3rd Amendment to the Declaration is deleted and replaced with Exhibit "E" attached hereto and incorporated by reference.

XIII. That all other terms and conditions of the Declaration, 1st Amendment, 2nd Amendment, and 3rd Amendment are ratified and shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this 4th Amendment this 8th day of MAY, 2015

WITNESS

DECLARANT
Pinnacle Development, LLC

By: _____
Robert E. Poole, Jr., President/Managing Member

Pinnacle Development 2, LLC

By: _____
Robert E. Poole, Jr., Managing Member

Pinnacle Development 2/ Gregory Limited Liability Company I Joint Venture

By: _____
Robert E. Poole, Jr., Managing Member

s:worddocs/S&A/A-555.186 Ivy Ridge/ A-555.186 4th Amendment revised

COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF CENTRE :

On this, the 8th day of May, 2015, before me, a Notary public, in and for said Commonwealth, personally appeared, Robert E. Poole, Jr., who, after being duly sworn according to law, deposes and says that he is the President/Managing Member of Pinnacle Development, LLC, that he is authorized to execute the amendment for the purpose therein contained.

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

Alicia N. Cornali
NOTARY PUBLIC
My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Alicia N. Cornali, Notary Public
Ferguson Twp., Centre County
My Commission Expires July 27, 2016
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF CENTRE :

On this, the 8th day of May, 2015, before me, a Notary public, in and for said Commonwealth, personally appeared, Robert E. Poole, Jr., who, after being duly sworn according to law, deposes and says that he is the Managing Member of Pinnacle Development 2, LLC, that he is authorized to execute the amendment for the purpose therein contained.

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

Alicia N. Cornali
NOTARY PUBLIC
My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Alicia N. Cornali, Notary Public
Ferguson Twp., Centre County
My Commission Expires July 27, 2016
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF CENTRE :

On this, the 8th day of May, 2015, before me, a Notary public, in and for said Commonwealth, personally appeared, Robert E. Poole, Jr., who, after being duly sworn according to law, deposes and says that he is the Managing Member of Pinnacle Development 2/ Gregory Limited Liability Company I Joint Venture, that he is authorized to execute the amendment for the purpose therein contained.

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

Alicia N. Cornali
NOTARY PUBLIC
My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Alicia N. Cornali, Notary Public
Ferguson Twp., Centre County
My Commission Expires July 27, 2016
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

EXHIBIT "A"

Legal Description – "Must be Built"

PHASES A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, and Q

TRACT ONE (Lot 801, Phase 8)

All that certain tract of land situated in Patton Township, Centre County, PA, being Lot 801, as shown on a plan entitled, "Preliminary/ Final Subdivision Plan Phases 6, 7, & 8" prepared by PennTerra Engineering, Inc., dated January 2, 2008 and recorded July 9, 2008 in Plat Book 81 at Page 35, being more particularly bounded and described as follows:

BEGINNING at a point of land being an iron pin set along the eastern edge of the right-of-way for Woodledge Drive (50' R-O-W) and Lot No. 802 on the above referenced plan, thence along said Lot No. 802 South 68 degrees 06 minutes 45 seconds East for a distance of 100.72 feet to a point; thence along said point South 35 degrees 57 minutes 11 seconds East for a distance of 125.15 feet to a point; thence along said point South 16 degrees 38 minutes 02 seconds East for a distance of 176.81 feet to a point along the right-of-way for Toftress Avenue (70' R-O-W); thence along said right-of-way along a curve to the left having a radius of 635.00 feet, an arc of 79.16 feet, and a chord bearing of South 15 degrees 50 minutes 29 seconds West for a distance of 79.11 feet to a point; thence along said point along a curve to the right having a radius of 14.00 feet, an arc of 22.47 feet, and a chord bearing of South 58 degrees 14 minutes 28 seconds West for a distance of 20.13 feet to a point along the right-of-way for Beaumanor Road (50' R-O-W); thence along said right-of-way along a curve to the right having a radius of 150.00 feet, an arc of 154.86 feet, and a chord bearing of North 46 degrees 12 minutes 39 seconds West for a distance of 148.08 feet to a point; thence along said point North 16 degrees 38 minutes 02 seconds West for a distance of 50.41 feet to a point; thence along said point along a curve to the left having a radius of 275.00 feet, an arc of 170.87 feet, and a chord bearing of North 34 degrees 26 minutes 01 seconds West for a distance of 168.13 feet to a point; thence along said point along a curve to the right having a radius of 14.00 feet, an arc of 20.68 feet, and a chord bearing of North 09 degrees 55 minutes 12 seconds West for a distance of 18.85 feet to a point along the right-of-way for Woodledge Drive (50' R-O-W); thence along said right-of-way along a curve to the left having a radius of 325.00 feet, an arc of 59.59 feet, and a chord bearing of North 27 degrees 08 minutes 25 seconds East for a distance of 59.51 feet to a point; thence along said point North 21 degrees 53 minutes 15 seconds East for a distance of 36.64 feet to a point being an iron pin along Lot No. 802 on the above referenced plan, being the place of BEGINNING, CONTAINING 1.165 acres +/-.

TRACT TWO (Lot 803, Phase 8)

All that certain tract of land situated in Patton Township, Centre County, PA, being Lot 803, as shown on a plan entitled, "Preliminary/ Final Subdivision Plan Phases 6, 7, & 8" prepared by PennTerra Engineering, Inc., dated January 2, 2008 and recorded July 9, 2008 in Plat Book 81 at Page 35, being more particularly bounded and described as follows:

BEGINNING at a point of land being an iron pin set along the eastern edge of the right-of-way for Beaumanor Road (50' R-O-W) and lands now or formerly of Pinnacle Development, LLC (Residue of Tax Parcel 18-21-10), thence along said lands now or formerly of Pinnacle Development, LLC, North 50 degrees 15 minutes 54 seconds East for a distance of 135.30 feet to a point along lands now or formerly

of Sharon E. Teaman; thence along said lands and continuing along lands now or formerly of Samuel M. Jaffe South 31 degrees 50 minutes 49 seconds East for a distance of 160.72 feet to a point; thence along said point and along lands now or formerly of John C. Haas South 42 degrees 22 minutes 12 seconds East for a distance of 147.01 feet to a point; thence along said point and along lands now or formerly of Roger D. and Corinne S. Coplan South 63 degrees 13 minutes 23 seconds East for a distance of 133.40 feet to a point along the right-of-way for Woodledge Drive (50' R-O-W); thence along said right-of-way South 21 degrees 53 minutes 15 seconds West for a distance of 65.93 feet to a point; thence along said point along a curve to the right having a radius of 275.00 feet, an arc of 51.07 feet, and a chord bearing of South 27 degrees 12 minutes 26 seconds West for a distance of 51.00 feet to a point; thence along said point along a curve to the right having a radius of 14.00 feet, an arc of 21.37 feet, and a chord bearing of South 76 degrees 15 minutes 28 seconds West for a distance of 19.36 feet to a point along the right-of-way for Beaumanor Road (50' R-O-W); thence along said right-of-way North 60 degrees 00 minutes 46 seconds West for a distance of 75.16 feet to a point; thence along said point along a curve to the right having a radius of 400.00 feet, an arc of 141.57 feet, and a chord bearing of North 49 degrees 52 minutes 26 seconds West for a distance of 140.83 feet to a point; thence along said point North 39 degrees 44 minutes 06 seconds West for a distance of 262.10 feet to a point being an iron pin set along lands now or formerly of Pinnacle Development, LLC, being the place of BEGINNING, CONTAINING 1.308 acres +/-.

TRACT THREE (Lot 804, Phase 8)

All that certain tract of land situated in Patton Township, Centre County, PA, being Lot 804, as shown on a plan entitled, "Preliminary/ Final Subdivision Plan Phases 6, 7, & 8" prepared by PennTerra Engineering, Inc., dated January 2, 2008 and recorded July 9, 2008 in Plat Book 81 at Page 35, being more particularly bounded and described as follows:

BEGINNING at a point of land being an iron pin set along lands now or formerly of Pinnacle Development, LLC (Residue of Tax Parcel 18-21-10) and the western edge of the right-of-way for Woodledge Drive (50' R-O-W), thence along said lands now or formerly of Pinnacle Development, LLC, North 35 degrees 37 minutes 27 seconds West for 104.23 feet to a point; thence along said point North 42 degrees 12 minutes 26 seconds West for a distance of 98.51 feet to a point; thence along said point North 43 degrees 27 minutes 59 seconds West for a distance of 303.90 feet to a point; thence along said point North 50 degrees 15 minutes 54 seconds East for a distance of 128.81 feet to a point along the western edge of the right-of-way of Beaumanor Road (50' R-O-W); thence along said right-of-way South 39 degrees 44 minutes 06 seconds East for a distance of 287.55 feet to a point; thence along said point along a curve to the left having a radius of 450.00 feet, an arc of 159.26 feet, and a chord bearing of South 49 degrees 52 minutes 26 seconds East for a distance of 158.43 feet to a point; thence along said point South 60 degrees 00 minutes 46 seconds East for a distance of 16.36 feet to a point along Lot No. 805 on the herein above referenced plan; thence along said Lot No. 805 along a curve to the left having a radius of 55.00 feet, an arc of 76.16 feet, and a chord bearing of South 03 degrees 26 minutes 38 seconds West for a distance of 70.22 feet to a point along the right-of-way for Woodledge Drive (50' R-O-W); thence along said right-of-way South 55 degrees 38 minutes 57 seconds West for a distance of 121.45 feet to a point being an iron pin set along lands now or formerly of Pinnacle Development, LLC (Residue of Tax Parcel 18-21-10), being the place of BEGINNING, CONTAINING 1.388 acres +/-.

TRACT FOUR (Lot 702, Phase 7)

All that certain tract of land situated in Patton Township, Centre County, PA, being Lot 702, as shown on a plan entitled, "Preliminary/ Final Plan Phases 6, 7, & 8" prepared by PennTerra Engineering, Inc., dated January 2, 2008 and recorded July 9, 2008 in Plat Book 81 at Page 35, being more particularly bounded and described as follows:

BEGINNING at a point of land being the southernmost corner of Lot No. 804 on the herein above referenced plan and the right-of-way for Woodledge Drive (50' R-O-W), thence along said right-of-way South 55 degrees 38 minutes 57 seconds West for a distance of 104.34 feet to a point; thence along said point along a curve to the right having a radius of 14.00 feet, an arc of 21.68 feet, and a chord bearing of North 79 degrees 59 minutes 15 seconds West for a distance of 19.58 feet to a point along the right-of-way for Victory Boulevard (50' R-O-W); thence along said right-of-way North 35 degrees 37 minutes 27 seconds West for a distance of 76.16 feet to a point; thence along said point along a curve to the left having a radius of 850.00 feet, an arc of 96.96 feet, and a chord bearing of North 38 degrees 53 minutes 32 seconds East for a distance of 79.11 feet to a point along lands now or formerly of Pinnacle Development, LLC (Residue of Tax Parcel 18-21-10); thence along said lands North 47 degrees 50 minutes 23 seconds East for a distance of 112.97 feet to a point along Lot No. 804 on the herein above referenced plan; thence along said Lot No. 804 South 42 degrees 12 minutes 26 seconds East for a distance of 98.51 feet to a point; thence along said point South 35 degrees 37 minutes 27 seconds East for a distance of 104.23 feet to a point along the right-of-way for Woodledge Drive (50' R-O-W), being the place of BEGINNING, CONTAINING 0.519 acres +/-.

TRACT FIVE (Lot 805, Phase 8)

All that certain tract of land situated in Patton Township, Centre County, PA, being Lot 805, as shown on a plan entitled, "Preliminary/ Final Plan Phases 6, 7, & 8" prepared by PennTerra Engineering, Inc., dated January 2, 2008 and recorded July 9, 2008 in Plat Book 81 at Page 35, being more particularly bounded and described as follows:

BEGINNING at a point of land being along the right-of-way for Woodledge Drive (50' R-O-W) and the southeastern corner of Lot No. 804 on the herein above referenced plan South 60 degrees 00 minutes 46 seconds East for a distance of 43.20 feet to a point; thence along said point along a curve to the right having a radius of 14.00 feet, an arc of 26.90 feet, and a chord bearing of South 04 degrees 58 minutes 38 seconds East for a distance of 22.95 feet to a point; thence along said point and along the right-of-way for Woodledge Drive (50' R-O-W) along a curve to the right having a radius of 275.00 feet, an arc of 26.84 feet, and a chord bearing of South 52 degrees 51 minutes 13 seconds West for a distance of 26.83 feet to a point; thence along said point South 55 degrees 38 minutes 57 seconds West for a distance of 16.73 feet to a point along Lot No. 804 on the herein above referenced plan; thence along said Lot No. 804 along a curve to the right having a radius of 55.00 feet, an arc of 76.16 feet, and a chord bearing of North 03 degrees 26 minutes 29 seconds West for a distance of 70.22 feet to a point along the right-of-way for Woodledge Drive (50' R-O-W), being the place of BEGINNING, CONTAINING 0.055 acres +/-.

EXHIBIT "E"
Current Identifying Numbers, Voting Interest
and Percentage of Interest of Common Area

Pursuant to Article II, Section 2.1 of the Declaration for The Ivy Ridge Condominium, as amended.

Unit No.	Voting Interest	Percentage Interest of Common Area
105	1	3.45%
107	1	3.45%
111	1	3.45%
113	1	3.45%
121	1	3.45%
123	1	3.45%
127	1	3.45%
129	1	3.45%
133	1	3.45%
135	1	3.45%
151	1	3.45%
153	1	3.45%
156	1	3.45%
157	1	3.45%
158	1	3.45%
159	1	3.45%
160	1	3.45%
162	1	3.45%
163	1	3.45%
164	1	3.45%
165	1	3.45%
166	1	3.45%
169	1	3.45%
170	1	3.45%
172	1	3.45%
173	1	3.45%
174	1	3.45%
176	1	3.45%
177	1	3.45%
TOTAL 29	29	100%

3-10
23.50

R 02194-0866 Feb 16, 2017
PINNACLE DEVELOPMENT LLC
PINNACLE DEVELOPMENT LLC
02-16-2017
10:17:41
AMEN 3 pgs RECORDER OF DEEDS

5th Amendment to The Ivy Ridge Condominium, a Pennsylvania Sub-Planned Flexible Condominium

WHEREAS, by a Condominium Declaration dated January 15, 2009 and recorded January 30, 2009 in the Office of the Recorder of Deeds in and for Centre County, Pennsylvania in Record Book 2027 at Page 152 (hereinafter the "Declaration"), Declarants Pinnacle Development, LLC, Pinnacle Development 2, LLC, Pinnacle Development 2/Gregory Limited Liability Company I Joint Venture (hereinafter collectively referred to as "Declarants"), created a flexible sub-planned condominium known as **The Ivy Ridge Condominium**; and

WHEREAS, by the 1st Amendment to the Declaration recorded August 21, 2009 in the Office of the Recorder of Deeds in and for Centre County, Pennsylvania in Record Book 2042 at Page 428 (hereinafter the "1st Amendment"), the development was rephrased and certain Units were reclassified as Convertible/ Withdrawable Real Estate to accommodate current lending practices; and

WHEREAS, by the 2nd Amendment to the Declaration recorded June 10, 2010 in the Office of the Recorder of Deeds in and for Centre County, Pennsylvania in Record Book 2058 at Page 244 (hereinafter the "2nd Amendment"), Phase M, consisting or Units 156 and 158, was converted in The Ivy Ridge Condominium; and

WHEREAS, by the 3rd Amendment to the Declaration recorded May 24, 2011 in the Office of the Recorder of Deeds in and for Centre County, Pennsylvania in Record Book 2080 at Page 191 (hereinafter the "3rd Amendment"), Phase C consisting or Units 127 and 129, Phase D consisting of Units 133 and 135, Phase N consisting of Units 105 and 107, Phase P consisting of Unit 173, were converted in The Ivy Ridge Condominium; and

WHEREAS, by a 4th Amendment to the Declaration recorded July 31, 2015 in the Office of the Recorder of Deeds in and for Centre County, Pennsylvania in Record Book 2166 at Page 588 (hereinafter the "4th Amendment"), Phases E consisting of Units 157 and 159, Phase F consisting of Unit 164, Phase G consisting of Unit 165, Phase H consisting of Unit 169, Phase I consisting of Units 174 and 176, Phase J consisting of Units 170 and 172, Phase K consisting of Units 164 and 166, Phase L consisting of Units 160 and 162, Phase O consisting of Units 111 and 113, and Phase Q consisting of Unit 177, were converted in The Ivy Ridge Condominium; and

WHEREAS, pursuant to Sections 3219(a)(3)(i)(C) and 3212(a) of the Act, as well as Articles XIX, XX and XIII, Section 13.1 of the Declaration, Declarant has the exclusive authority to amend the Declaration to withdraw Additional Real Estate from the Condominium; and

WHEREAS, Declarant desires to withdraw all of the Additional Real Estate set forth in Exhibit "C" of the Declaration from The Ivy Ridge Condominium.

NOW THEREFORE, the Declarant herein declares as follows:

I. That the Additional Real Estate set forth in Exhibit "C" of the Declaration, is withdrawn and will not become a part of The Ivy Ridge Condominium, a sub-planned flexible condominium development.

II. That all other terms and conditions of the Declaration, 1st Amendment, 2nd Amendment, 3rd Amendment, and 4th Amendment are ratified and shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this 5th Amendment this 6th day of February, 2017.

WITNESS

DECLARANT
Pinnacle Development, LLC

By: _____
Robert E. Poole, Jr., President/Managing Member

Pinnacle Development 2, LLC

By: _____
Robert E. Poole, Jr., Managing Member

Pinnacle Development 2/ Gregory Limited Liability Company I Joint Venture

By: _____
Robert E. Poole, Jr., Managing Member

s:worddocs/S&A/A-555.186 Ivy Ridge/ A-555.186 5th Amendment revised

COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF CENTRE :

On this, the 6th day of February, 2017, before me, a Notary public, in and for said Commonwealth, personally appeared, Robert E. Poole, Jr., who, after being duly sworn according to law, deposes and says that he is the President/Managing Member of Pinnacle Development, LLC, that he is authorized to execute the amendment for the purpose therein contained.

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

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Meghan Alexandra Johnson, Notary Public
College Twp., Centre County
My Commission Expires April 30, 2019
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Meghan Alexandra Johnson
NOTARY PUBLIC
My Commission Expires: 4/30/19

COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF CENTRE :

On this, the 6th day of February, 2017, before me, a Notary public, in and for said Commonwealth, personally appeared, Robert E. Poole, Jr., who, after being duly sworn according to law, deposes and says that he is the Managing Member of Pinnacle Development 2, LLC, that he is authorized to execute the amendment for the purpose therein contained.

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

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Meghan Alexandra Johnson, Notary Public
College Twp., Centre County
My Commission Expires April 30, 2019
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Meghan Alexandra Johnson
NOTARY PUBLIC
My Commission Expires: 4/30/19

COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF CENTRE :

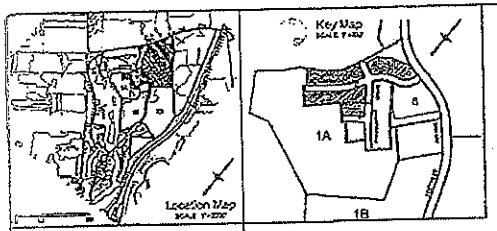
On this, the 6th day of February, 2017, before me, a Notary public, in and for said Commonwealth, personally appeared, Robert E. Poole, Jr., who, after being duly sworn according to law, deposes and says that he is the Managing Member of Pinnacle Development 2/ Gregory Limited Liability Company I Joint Venture, that he is authorized to execute the amendment for the purpose therein contained.

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

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Meghan Alexandra Johnson, Notary Public
College Twp., Centre County
My Commission Expires April 30, 2019
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Meghan Alexandra Johnson
NOTARY PUBLIC
My Commission Expires: 4/30/19

EXHIBIT 'D'



HORIZONTAL CURVE DATA

CURVE	ARC	CHORD	CHORD BEARING	DELTA
C1	100.00'	100.00'	S71°59'59"W	90°00'00"
C2	100.00'	100.00'	S18°00'01"E	90°00'00"
C3	100.00'	100.00'	S71°59'59"W	90°00'00"
C4	100.00'	100.00'	S18°00'01"E	90°00'00"
C5	100.00'	100.00'	S71°59'59"W	90°00'00"
C6	100.00'	100.00'	S18°00'01"E	90°00'00"
C7	100.00'	100.00'	S71°59'59"W	90°00'00"
C8	100.00'	100.00'	S18°00'01"E	90°00'00"
C9	100.00'	100.00'	S71°59'59"W	90°00'00"
C10	100.00'	100.00'	S18°00'01"E	90°00'00"
C11	100.00'	100.00'	S71°59'59"W	90°00'00"
C12	100.00'	100.00'	S18°00'01"E	90°00'00"
C13	100.00'	100.00'	S71°59'59"W	90°00'00"
C14	100.00'	100.00'	S18°00'01"E	90°00'00"
C15	100.00'	100.00'	S71°59'59"W	90°00'00"
C16	100.00'	100.00'	S18°00'01"E	90°00'00"
C17	100.00'	100.00'	S71°59'59"W	90°00'00"
C18	100.00'	100.00'	S18°00'01"E	90°00'00"
C19	100.00'	100.00'	S71°59'59"W	90°00'00"
C20	100.00'	100.00'	S18°00'01"E	90°00'00"
C21	100.00'	100.00'	S71°59'59"W	90°00'00"
C22	100.00'	100.00'	S18°00'01"E	90°00'00"
C23	100.00'	100.00'	S71°59'59"W	90°00'00"
C24	100.00'	100.00'	S18°00'01"E	90°00'00"
C25	100.00'	100.00'	S71°59'59"W	90°00'00"
C26	100.00'	100.00'	S18°00'01"E	90°00'00"
C27	100.00'	100.00'	S71°59'59"W	90°00'00"
C28	100.00'	100.00'	S18°00'01"E	90°00'00"
C29	100.00'	100.00'	S71°59'59"W	90°00'00"
C30	100.00'	100.00'	S18°00'01"E	90°00'00"
C31	100.00'	100.00'	S71°59'59"W	90°00'00"
C32	100.00'	100.00'	S18°00'01"E	90°00'00"
C33	100.00'	100.00'	S71°59'59"W	90°00'00"
C34	100.00'	100.00'	S18°00'01"E	90°00'00"
C35	100.00'	100.00'	S71°59'59"W	90°00'00"
C36	100.00'	100.00'	S18°00'01"E	90°00'00"
C37	100.00'	100.00'	S71°59'59"W	90°00'00"
C38	100.00'	100.00'	S18°00'01"E	90°00'00"
C39	100.00'	100.00'	S71°59'59"W	90°00'00"
C40	100.00'	100.00'	S18°00'01"E	90°00'00"
C41	100.00'	100.00'	S71°59'59"W	90°00'00"
C42	100.00'	100.00'	S18°00'01"E	90°00'00"
C43	100.00'	100.00'	S71°59'59"W	90°00'00"
C44	100.00'	100.00'	S18°00'01"E	90°00'00"
C45	100.00'	100.00'	S71°59'59"W	90°00'00"
C46	100.00'	100.00'	S18°00'01"E	90°00'00"
C47	100.00'	100.00'	S71°59'59"W	90°00'00"
C48	100.00'	100.00'	S18°00'01"E	90°00'00"
C49	100.00'	100.00'	S71°59'59"W	90°00'00"
C50	100.00'	100.00'	S18°00'01"E	90°00'00"
C51	100.00'	100.00'	S71°59'59"W	90°00'00"
C52	100.00'	100.00'	S18°00'01"E	90°00'00"
C53	100.00'	100.00'	S71°59'59"W	90°00'00"
C54	100.00'	100.00'	S18°00'01"E	90°00'00"
C55	100.00'	100.00'	S71°59'59"W	90°00'00"
C56	100.00'	100.00'	S18°00'01"E	90°00'00"
C57	100.00'	100.00'	S71°59'59"W	90°00'00"
C58	100.00'	100.00'	S18°00'01"E	90°00'00"
C59	100.00'	100.00'	S71°59'59"W	90°00'00"
C60	100.00'	100.00'	S18°00'01"E	90°00'00"
C61	100.00'	100.00'	S71°59'59"W	90°00'00"
C62	100.00'	100.00'	S18°00'01"E	90°00'00"
C63	100.00'	100.00'	S71°59'59"W	90°00'00"
C64	100.00'	100.00'	S18°00'01"E	90°00'00"
C65	100.00'	100.00'	S71°59'59"W	90°00'00"
C66	100.00'	100.00'	S18°00'01"E	90°00'00"
C67	100.00'	100.00'	S71°59'59"W	90°00'00"
C68	100.00'	100.00'	S18°00'01"E	90°00'00"
C69	100.00'	100.00'	S71°59'59"W	90°00'00"
C70	100.00'	100.00'	S18°00'01"E	90°00'00"
C71	100.00'	100.00'	S71°59'59"W	90°00'00"
C72	100.00'	100.00'	S18°00'01"E	90°00'00"
C73	100.00'	100.00'	S71°59'59"W	90°00'00"
C74	100.00'	100.00'	S18°00'01"E	90°00'00"
C75	100.00'	100.00'	S71°59'59"W	90°00'00"
C76	100.00'	100.00'	S18°00'01"E	90°00'00"
C77	100.00'	100.00'	S71°59'59"W	90°00'00"
C78	100.00'	100.00'	S18°00'01"E	90°00'00"
C79	100.00'	100.00'	S71°59'59"W	90°00'00"
C80	100.00'	100.00'	S18°00'01"E	90°00'00"
C81	100.00'	100.00'	S71°59'59"W	90°00'00"
C82	100.00'	100.00'	S18°00'01"E	90°00'00"
C83	100.00'	100.00'	S71°59'59"W	90°00'00"
C84	100.00'	100.00'	S18°00'01"E	90°00'00"
C85	100.00'	100.00'	S71°59'59"W	90°00'00"
C86	100.00'	100.00'	S18°00'01"E	90°00'00"
C87	100.00'	100.00'	S71°59'59"W	90°00'00"
C88	100.00'	100.00'	S18°00'01"E	90°00'00"
C89	100.00'	100.00'	S71°59'59"W	90°00'00"
C90	100.00'	100.00'	S18°00'01"E	90°00'00"
C91	100.00'	100.00'	S71°59'59"W	90°00'00"
C92	100.00'	100.00'	S18°00'01"E	90°00'00"
C93	100.00'	100.00'	S71°59'59"W	90°00'00"
C94	100.00'	100.00'	S18°00'01"E	90°00'00"
C95	100.00'	100.00'	S71°59'59"W	90°00'00"
C96	100.00'	100.00'	S18°00'01"E	90°00'00"
C97	100.00'	100.00'	S71°59'59"W	90°00'00"
C98	100.00'	100.00'	S18°00'01"E	90°00'00"
C99	100.00'	100.00'	S71°59'59"W	90°00'00"
C100	100.00'	100.00'	S18°00'01"E	90°00'00"

PROPOSED FEATURES LEGEND

- EASEMENT LINE
- PROPERTY LINE
- WATER LATERAL SERVICE
- SANITARY SEWER LATERAL SERVICE
- TOP BACK LINE W/ BOTTOM SLOPE
- STREET ADDRESS & UNIT NUMBER
- GAS LATERAL SERVICE
- ASSISTED LIVING/CARE
- MULTI-UNIT RESIDENTIAL
- GAS METER
- IN-GROUND TRANSFORMER
- CONCRETE SPLASH BLOCK

Existing Features Legend

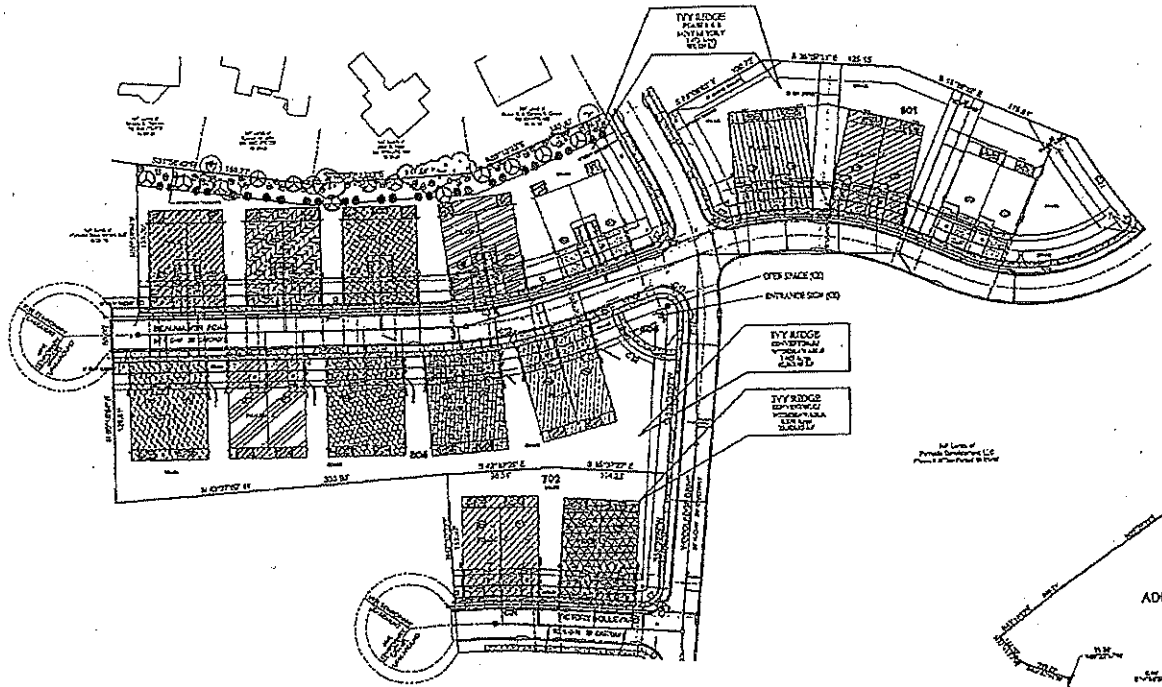
- Property Line of Tax Parcel
- Adjoining Property Line
- Building Setback Line
- Easement Line
- Metes and Bounds of Parcel
- Sanitary Sewer Line w/ Manhole
- Storm Sewer Line w/ Inlet
- Concrete Sidewalk
- Curb Line
- Building
- Underground Electric Line

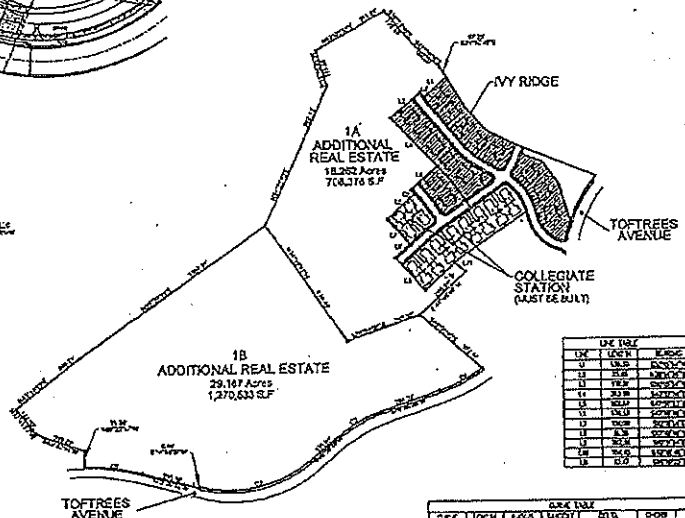
CONDOMINIUM ELEMENT LEGEND

- (UE) UNITS (UE) (NE)
- (UE) UNITS OVER FUTURE (UE) (NE)
- (UE) & (LE) UNITS PARTIALLY OVER FUTURE (UE) & (LE)
- (LE) LIMITED ELEMENT EXCEPT
- (CE) COMMON ELEMENT
- (NBE) MUST BE BUILT
- (NBE) NEED NOT BE BUILT
- (LE) LIMITED ELEMENT (LE)

* NOTE: ALL OPEN SPACES, INCLUDING LANDSCAPING AND THE ENTIRE YARD IS A COMMON ELEMENT.

PHASE 1 & 2	MUST BE BUILT	PHASE I	NEED NOT BE BUILT
PHASE C	NEED NOT BE BUILT	PHASE J	NEED NOT BE BUILT
PHASE D	NEED NOT BE BUILT	PHASE K	NEED NOT BE BUILT
PHASE E	NEED NOT BE BUILT	PHASE L	NEED NOT BE BUILT
PHASE F	NEED NOT BE BUILT	PHASE M	NEED NOT BE BUILT
PHASE G	NEED NOT BE BUILT	PHASE N	NEED NOT BE BUILT
PHASE H	NEED NOT BE BUILT	PHASE O	NEED NOT BE BUILT





KEY MAP

LINE TABLE

LINE	LENGTH	BEARING
L1	100.00'	S71°59'59"W
L2	100.00'	S18°00'01"E
L3	100.00'	N71°59'59"E
L4	100.00'	N18°00'01"W
L5	100.00'	S71°59'59"W
L6	100.00'	S18°00'01"E
L7	100.00'	S71°59'59"W
L8	100.00'	S18°00'01"E
L9	100.00'	S71°59'59"W
L10	100.00'	S18°00'01"E
L11	100.00'	S71°59'59"W
L12	100.00'	S18°00'01"E
L13	100.00'	S71°59'59"W
L14	100.00'	S18°00'01"E

CURVE TABLE

CURVE	LENGTH	RADIUS	TANGENT	DELTA	CHORD	CHORD BEARING
C1	100.00'	100.00'	100.00'	90°00'00"	100.00'	N71°59'59"E
C2	100.00'	100.00'	100.00'	90°00'00"	100.00'	S18°00'01"E
C3	100.00'	100.00'	100.00'	90°00'00"	100.00'	S71°59'59"W
C4	100.00'	100.00'	100.00'	90°00'00"	100.00'	N18°00'01"W
C5	100.00'	100.00'	100.00'	90°00'00"	100.00'	S71°59'59"W
C6	100.00'	100.00'	100.00'	90°00'00"	100.00'	S18°00'01"E

GRAPHIC SCALE

(IN FEET)
1 inch = 50 ft.

PennTerra ENGINEERING INC.
CORPORATE OFFICE
1075 ENTERPRISE DRIVE
SUITE 100
STATE COLLEGE, PA 16801
PH: 814-355-1593
FAX: 814-355-1595

BRANCH OFFICE
HUNTINGDON, PA/PA
1439 YORK AVENUE
P.O. BOX 250
HUNTINGDON, PA 16652
PH: 814-627-7506
FAX: 814-643-0408

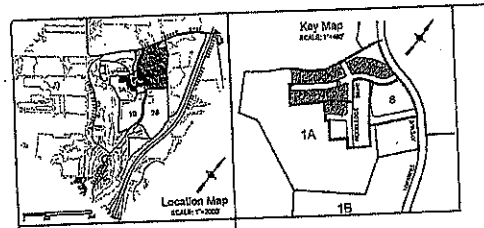
WWW.PENNTERRA.COM

The Village at Penn State
IVY RIDGE
Patton Township, a Ball-Patton Community
Centre County
Pennsylvania

FIRST AMENDED DECLARATION PLAT

Penn Terra Development, LLC
Penn Terra Development II, LLC
Penn Terra Development Corp. I
Penn Terra Development Corp. II
Penn Terra Development Corp. III
Penn Terra Development Corp. IV
Penn Terra Development Corp. V
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Penn Terra Development Corp. DLI

EXHIBIT 'D'



HORIZONTAL CURVE DATA

CURVE	ARC	RAD	TAN	CHORD	DELTA
C1	272.99'	955.00'	137.18'	S32°42'29"W 272.00'	16°22'54"
C2	16.93'	955.00'	8.47'	S41°17'58"W 16.93'	1°00'56"
C3	53.27'	955.00'	26.64'	S43°13'58"W 53.26'	3°11'56"
C4	104.66'	955.00'	52.37'	S48°13'26"W 104.61'	6°16'54"
C5	102.63'	955.00'	51.37'	S54°29'51"W 102.58'	6°09'23"
C6	20.53'	15.00'	12.75'	N82°57'12"W 19.00'	78°24'52"
C7	49.09'	325.00'	24.56'	N87°19'26"E 49.04'	8°39'22"
C8	51.04'	275.00'	25.57'	S87°12'58"W 50.96'	10°38'02"
C10	21.20'	15.00'	11.39'	S14°34'29"W 19.36'	81°01'32"
C11	141.07'	450.00'	71.07'	S19°58'28"W 140.50'	17°57'45"
C12	159.26'	450.00'	80.47'	S41°32'28"E 158.43'	20°16'45"
C13	26.00'	15.00'	22.00'	S81°32'28"E 22.79'	99°18'01"
C14	50.54'	275.00'	13.25'	S53°31'57"W 50.54'	10°32'02"
C15	56.95'	375.00'	28.53'	S50°32'48"W 56.89'	8°42'02"
C16	19.89'	14.00'	12.17'	S46°57'58"W 18.31'	81°24'31"
C17	141.19'	234.00'	72.72'	N15°53'57"W 139.07'	34°34'22"
C18	519.29'	300.00'	418.51'	N07°09'47"W 307.16'	99°09'49"
C19	13.91'	10.00'	8.83'	N73°23'14"W 12.81'	79°43'04"
C20	237.80'	625.00'	120.31'	S30°15'27"W 236.40'	21°47'55"
C21	76.19'	625.00'	38.09'	S16°56'29"W 76.14'	07°00'33"
C22	79.19'	55.00'	48.61'	S61°25'54"W 72.72'	82°30'05"
C23	23.57'	15.00'	15.00'	N89°41'57"W 21.21'	90°00'00"
C24	94.26'	60.00'	84.85'	S18°18'03"W 84.85'	90°01'10"

PROPOSED FEATURES LEGEND

- CASCADE LINE
- PHASE LINE
- W — WATER LATERAL TIE-IN
- SANITARY SEWER LATERAL TIE-IN
- ROOF DRAIN LINE W/ SPLASH SPOUT
- 107 STREET ADDRESS & UNIT NUMBER
- G — GAS LATERAL TIE-IN
- ASSORTED LANDSCAPING
- WALK-OUT BASEMENT
- GM GAS METER
- WO WALK-OUT BASEMENT
- CB DOWNSPOUT SPLASH BLOCK

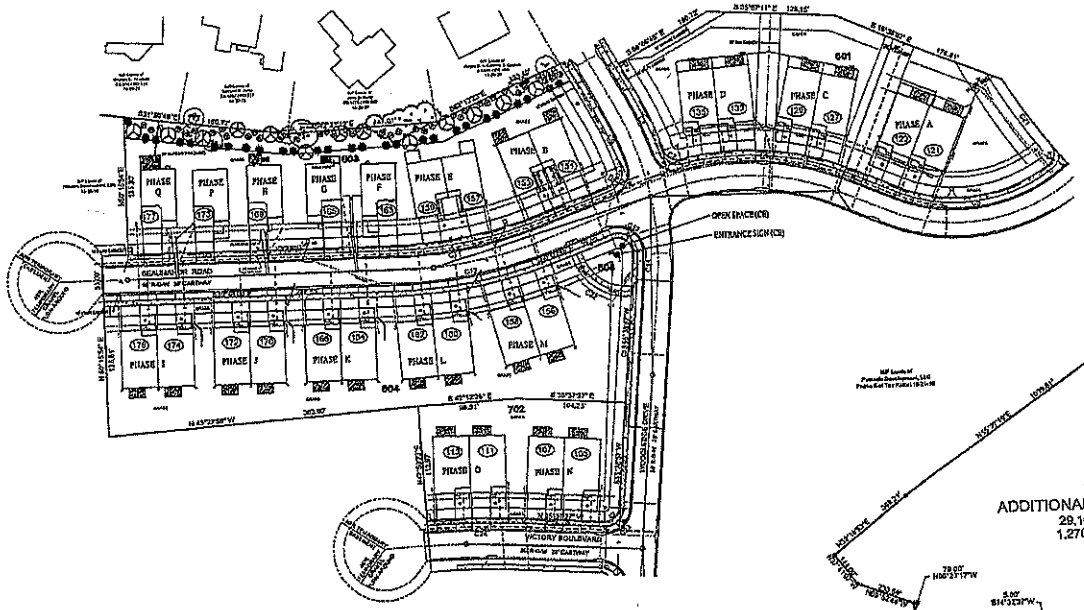
Existing Features Legend

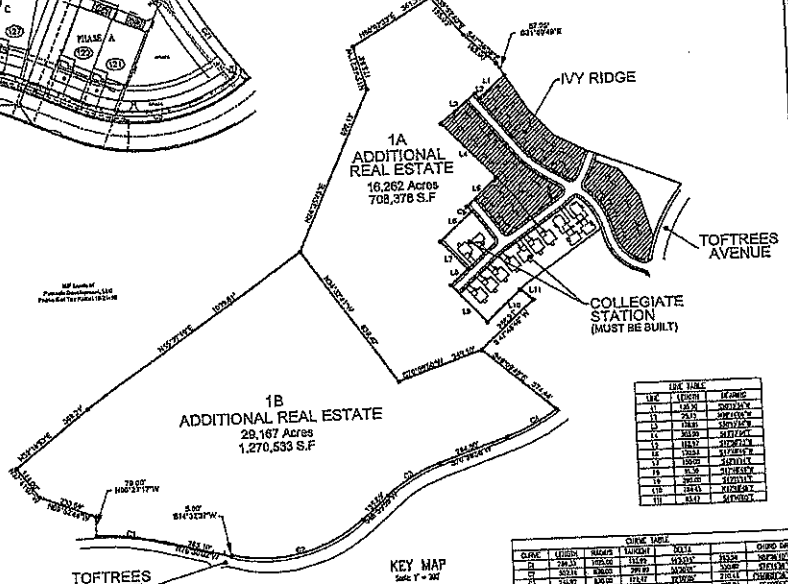
- Property Line w/ Iron Pin Set
- Adjoining Property Line
- Building Setback Line
- Easement Line
- Water Line w/ Hydrant
- Sanitary Sewer Line w/ Manhole
- Storm Sewer Line w/ Inlet
- Concrete Sidewalk
- Gas Line
- Building
- Underground Electric Line

CONDOMINIUM ELEMENT LEGEND

- DECK (LCE) (400)
- DECK OVER PATIO (LCE) (400)
- DRIVEWAY/ GUEST DRIVEWAY (LCE) (500)
- (LCE) LIMITED COMMON ELEMENT
- (CE) COMMON ELEMENT
- (400) MUST BE BUILT
- (NOTE) NOTE REFERENCE
- (500) MUST BE BUILT
- UTILITY POLE (LCE)

NOTES:
1. ALL OPEN SPACES, INCLUDING LANDSCAPING AND THE DRIVER YARD IS A COMMON ELEMENT.
2. ALL PHASES (A THROUGH O) MUST BE BUILT.





LINE TABLE

LINE	LENGTH	BEARING
L1	148.34'	S49°33'34"W
L2	75.71'	S58°16'04"W
L3	108.81'	S30°17'30"W
L4	203.99'	S61°27'45"W
L5	118.32'	S72°40'13"W
L6	130.84'	S17°05'19"W
L7	100.05'	S62°08'16"E
L8	91.36'	S12°48'45"W
L9	240.01'	S12°03'13"W
L10	284.43'	S12°56'49"E
L11	83.12'	S47°09'07"E

CURVE TABLE

CURVE	LENGTH	RADIUS	TANGENT	DELTA	CHORD DIR.
C1	284.33'	1025.00'	143.03'	15°53'51"	N39°36'38"W
C2	309.11'	975.00'	155.69'	18°09'51"	S39°36'38"E
C3	318.11'	975.00'	160.36'	18°41'18"	S39°08'51"E
C4	242.49'	975.00'	121.87'	14°15'00"	S48°08'21"E
C5	313.20'	400.00'	163.35'	44°51'57"	S34°17'57"E
C6	79.08'	400.00'	39.64'	11°19'41"	S12°03'13"W

GRAPHIC SCALE
(IN FEET)
1 inch = 60 ft.

PennTerra ENGINEERING INC.
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Fax: 814-237-2300

CAPITAL REGION OFFICES
4200 LINGLE DRIVE
SUITE 105
SHEPHERDSTOWN, PA 17055
PH: 717-581-8050
Fax: 717-290-1318

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DOCUMENT SEAL BY THE REGISTERED LAND SURVEYOR WHOSE SEAL AND SIGNATURE APPEARS ON SHEET 1 OF 5 OF THIS SET OF PLANS.

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The Village at Penn State

IVY RIDGE
Condominium, A Sub-Phased Community

Patton Township
Centre County
Pennsylvania

FOURTH AMENDED DECLARATION PLAT

Pinnacle Development, LLC
Pinnacle Development 2, LLC
Pinnacle Development 2G (Corp)
Limited Liability Company I
John Yocum

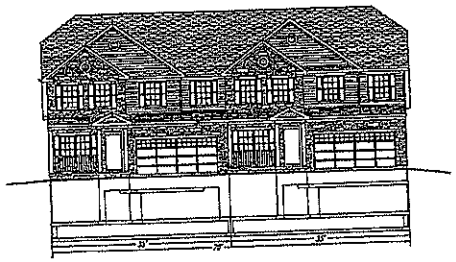
101 Old Hammack Rd.
State College, PA 16801

PROJECT NO.
05263-806

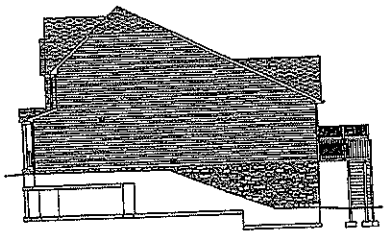
DATE
DECEMBER 2, 2014

SCALE
1" = 50'

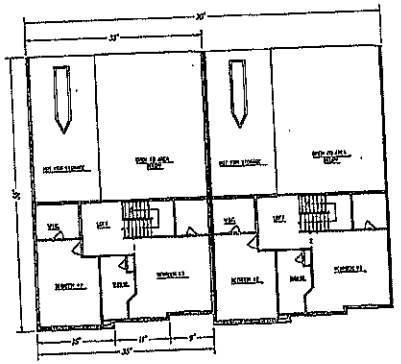
SHEET NO.
1 OF 5



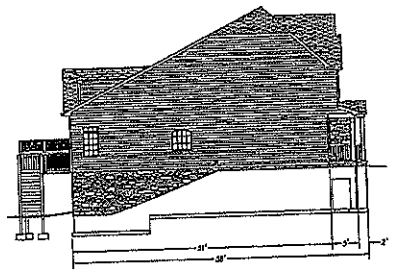
FRONT ELEVATION
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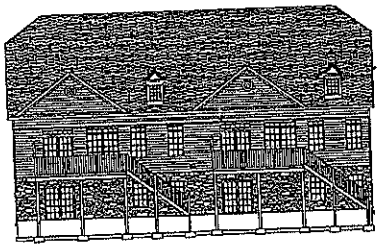
RIGHT SIDE ELEVATION
SCALE: 1" = 10'



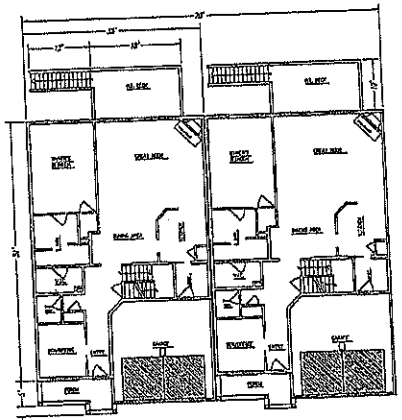
SECOND FLOOR
SCALE: 1" = 10'



LEFT SIDE ELEVATION
SCALE: 1" = 10'



REAR ELEVATION
SCALE: 1" = 10'



FIRST FLOOR
SCALE: 1" = 10'

UNITS:
121/123
127/129
133/135
156/158
160/162
164/166
170/172
174/176

GRAPHIC SCALE

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3075 ENTERPRISE DRIVE
STATE COLLEGE, PA
16801
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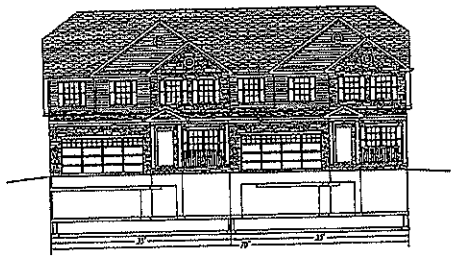
The Village at Penn State
Phase I
IVY RIDGE
Condominium, A Sub-Planned Community
Patton Township
Centre County
Pennsylvania

FOURTH AMENDED DECLARATION PLAT

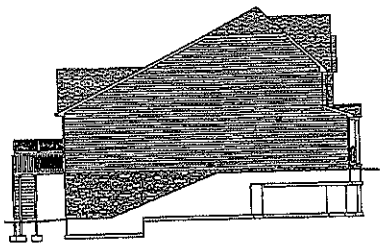
WAREFIELD C ELEVATION & LAYOUTS

Pennsylvania Development, LLC
Pennsylvania Development 2, LLC
Pennsylvania Development 2/Company, Limited Liability Company 3
(Joint Ventures)
101 Old Gatesburg Rd.
State College, PA 16803

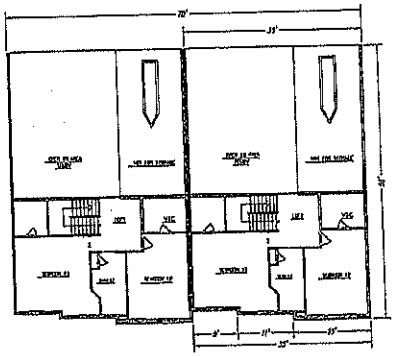
PROJECT NO.
05282-808
DATE
DECEMBER 2, 2014
SCALE
1"= 10'
SHEET NO.
2 of 5



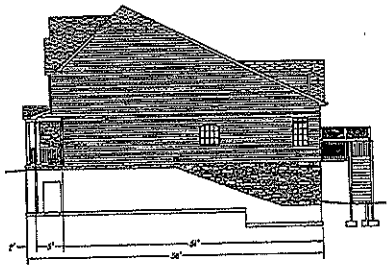
FRONT ELEVATION
SCALE: 1" = 10'



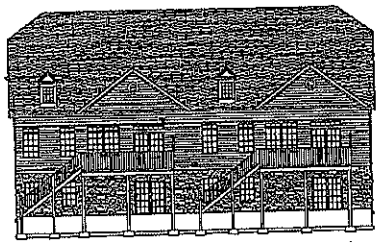
RIGHT SIDE ELEVATION
SCALE: 1" = 10'



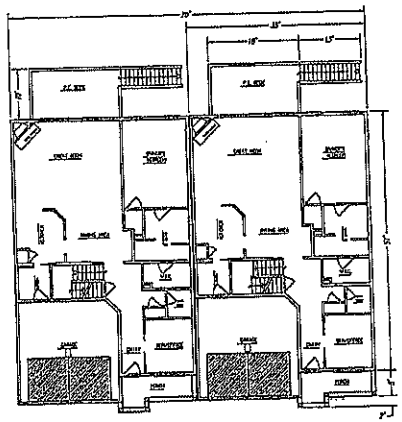
SECOND FLOOR
SCALE: 1" = 10'



LEFT SIDE ELEVATION
SCALE: 1" = 10'



REAR ELEVATION
SCALE: 1" = 10'



FIRST FLOOR
SCALE: 1" = 10'

UNITS:
105/107
111/113

GRAPHIC SCALE
(IN FEET)
1 inch = 10 ft.

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Phase I

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FOURTH AMENDED DECLARATION PLAT

WAKEFIELD C ELEVATION & LAYOUTS

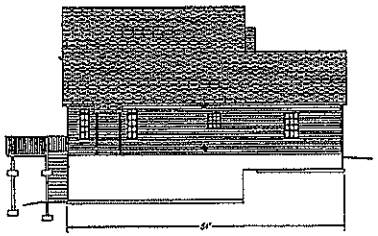
Fiscal Development, LLC
Fiscal Development 2, LLC
Fiscal Development 3, LLC
Limited Liability Company
John Venton

05262-808

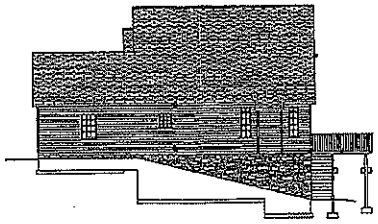
DECEMBER 2, 2014

1"= 10'

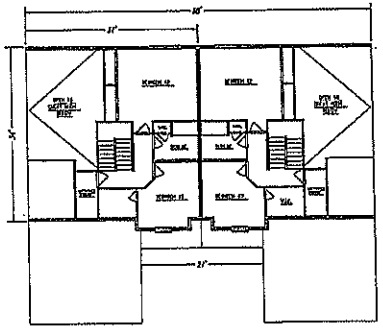
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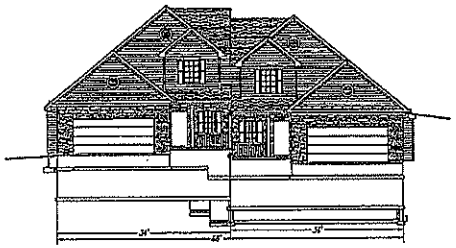
LEFT SIDE ELEVATION
SCALE: 1" = 10'



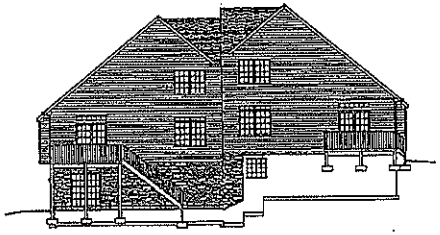
RIGHT SIDE ELEVATION
SCALE: 1" = 10'



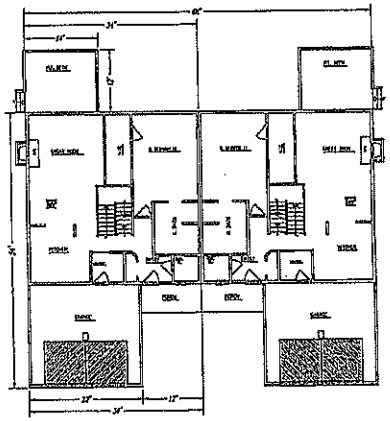
SECOND FLOOR
SCALE: 1" = 10'



FRONT ELEVATION
SCALE: 1" = 10'



REAR ELEVATION
SCALE: 1" = 10'



FIRST FLOOR
SCALE: 1" = 10'

UNITS:
151/153
157/159

GRAPHIC SCALE
(IN FEET)
1 inch = 10 ft.

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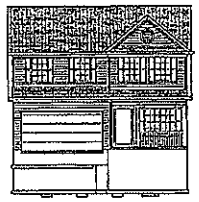
FOURTH AMENDED DECLARATION PLAT

GLENNFIELD 907 ELEVATIONS & LAYOUT

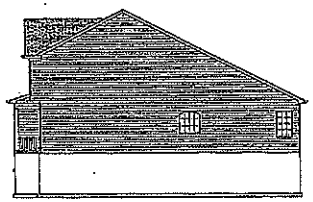
Pinnacle Development, LLC
Pinnacle Development 2, LLC
Pinnacle Development 247, LLC
Limited Liability Company
Joint Venture

DRAWING NO.
05262-808
DATE
DECEMBER 2, 2014
SCALE
1"= 10'
SHEET NO.
4 of 5

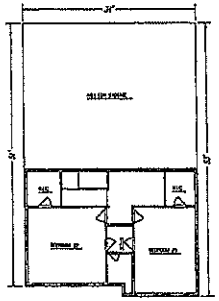
PAGE 13



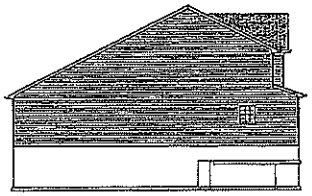
FRONT ELEVATION
SCALE: 1" = 10'



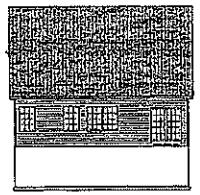
RIGHT SIDE ELEVATION
SCALE: 1" = 10'



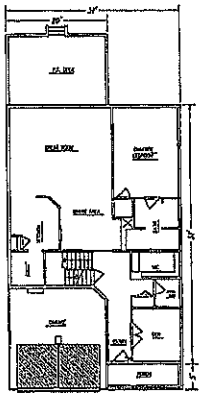
SECOND FLOOR
SCALE: 1" = 10'



LEFT SIDE ELEVATION
SCALE: 1" = 10'



REAR ELEVATION
SCALE: 1" = 10'



FIRST FLOOR
SCALE: 1" = 10'

UNITS:
163
165
169
173
177

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Seal

Designed AS
Drawn MH
Proj Manager CJF
Surveyor BEK
Submitted On
Date Description
REVISIONS

The Village at Penn State
Phase II
IVY RIDGE
Condominium, A Sub-Planned Community

Patton Township
Centre County
Pennsylvania

FOURTH AMENDED DECLARATION PLAT

RICHMOND 620 ELEVATIONS & LAYOUT

Nittany Development, LLC
Nittany Development 2, LLC
Nittany Development XXV, LLC
Limited Liability Company
Joint Venture
1101 Old Gatesburg Rd
State College, PA 16803

PROJECT NO.
06252-808
DATE
DECEMBER 2, 2014
SCALE
1"= 10'
SHEET NO.
5 of 5