



Prepared by:
Margaret W. Driscoll, Esquire
CGA Law Firm
135 North George Street
York, PA 17401

Return to:
Leslie Yohn
96 S. George Street
Suite 210
York, PA 17401

600 N. Hartley Street
UPI #: 14478110028000000; 1447811002800C0110; 1447811002800C0120; 1447811002800C0130;
1447811002800C0140; 1447811002800C0150; 1447811002800C0160; 1447811002800C0170;
1447811002800C0203; 1447811002800C0204; 1447811002800C0205; 1447811002800C0206;
1447811002800C0207; 1447811002800C0208; 1447811002800C0209; 1447811002800C0210;
1447811002800C0211; 1447811002800C0212; 1447811002800C0213; 1447811002800C0214;
1447811002800C0215; 1447811002800C0216; 1447811002800C0217; 1447811002800C0218;
1447811002800C0219; 1447811002800C0302; 1447811002800C0303; 1447811002800C0304;
1447811002800C0305; 1447811002800C0306; 1447811002800C0307; 1447811002800C0308;
1447811002800C0309; 1447811002800C0310; 1447811002800C0311

SECOND AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS

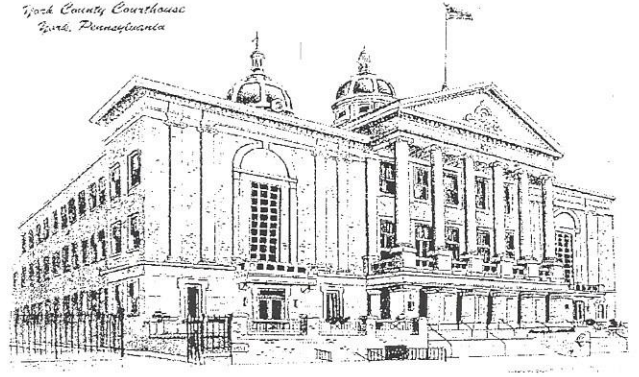
THIS AMENDMENT is executed this 1st day of June 2010, by **MONARCH MILLS CONDOMINIUM ASSOCIATION**, Monarch Mills Condominium Association (the "Association") is a non-profit corporation organized and existing under the laws of the Commonwealth of Pennsylvania with its principal place of business located in York City, York County, Pennsylvania.

WHEREAS, Monarch Mills, LLC ("Declarant") filed a document in the Office of the Recorder of Deeds in and for York County, Pennsylvania, on August 24, 2006, in Land Record Book 1836 Page 1896, which consists of a Declaration Creating and Establishing Monarch Mills, A Condominium in York City, York County, Pennsylvania ("Original Declaration") and a First Amendment to Declaration on January 28, 2008, recorded in the Office of the Recorder of Deeds in and for York County, Pennsylvania, in Land Record Book 1945, Page 558 (the "First Amendment"). The Original Declaration and the First Amendment are collectively named the "Declaration".

WHEREAS, the Declaration provides in Article VIII, Paragraph 5, that "The affairs of the Association shall be governed by a Board of Directors which shall consist of three (3) persons"; and

WHEREAS, the Association wishes to amend a portion of the Declaration regarding the number of members of the Board of Directors; and

York County Courthouse
York, Pennsylvania



YORK COUNTY RECORDER OF DEEDS
28 EAST MARKET STREET
YORK, PA 17401

Randi L. Reisinger - Recorder
Bradley G. Daugherty - Deputy

Instrument Number - 2011028916

Recorded On 6/17/2011 At 3:14:52 PM

* Instrument Type - AMENDMENT OF DECLARATION

Invoice Number - 942387

* Grantor - MONARCH MILLS CONDOMINIUM ASSOCIATION

* Grantee - MONARCH MILLS LLC

User - WMM

* Customer - COUNTESS GILBERT & ANDREWS

Book - 2130 Starting Page - 7958

* Total Pages - 3

* Received By: COUNTER

* **FEES**

STATE WRIT TAX	\$0.50
RECORDING FEES	\$13.00
PIN NUMBER FEES	\$350.00
COUNTY ARCHIVES FEE	\$2.00
ROD ARCHIVES FEE	\$3.00
TOTAL PAID	\$368.50

PARCEL IDENTIFICATION NUMBER

14478110028000000
1447811002800C0110
1447811002800C0120
1447811002800C0130

Total Parcels: 35

I Certify This Document To Be
Recorded In York County, Pa.



Randi L. Reisinger
Recorder of Deeds

THIS IS A CERTIFICATION PAGE

PLEASE DO NOT DETACH

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

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

Book: 2130 Page: 7960

Yohn Property Management

98 S. George St. Suite 310
York, PA 17401
717-843-7509 - Office
717-843-4030 - Fax
Lyohn215@gmail.com

February 22, 2008

Attention: All Condominium Owners
Reference: Amendment to Declaration

Enclosed is a copy of the First Amendment to the Declaration. This amendment is regarding the master insurance policy on the building. It was recommend by the insurance company that the wording be changed in this section of the condo documents. This amendment was approved by the advisory board and was written and recorded at the court house by CGA Law Firm. Please put this in your condominium binder which you received prior to settlement on your condominium. Also please forward a copy to your insurance agent to be sure that they have the coverage set up properly for your condominium.

If you have any questions please feel free to contact one of the advisory board members or the management office.

Thank you,

Property Management

Prepared by:
Margaret W. Driscoll, Esquire
CGA Law Firm
135 North George Street
York, PA 17401

Return to:
Leslie Yohn
96 S. George Street
Suite 210
York, PA 17401

RECORDED—PAID

DATE _____ TIME _____

**RECORDER OF DEEDS OFFICE
YORK COUNTY, PENNSYLVANIA**

600 N. Hartley Street

UPI #: 14478110028000000; 1447811002800C0110; 1447811002800C0120; 1447811002800C0130; 1447811002800C0140;
1447811002800C0150; 1447811002800C0160; 1447811002800C0170; 1447811002800C0203; 1447811002800C0204;
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1447811002800C0302; 1447811002800C0303; 1447811002800C0304; 1447811002800C0305; 1447811002800C0306;
1447811002800C0307; 1447811002800C0308; 1447811002800C0309; 1447811002800C0310; 1447811002800C0311

Unit 110-170
203-219
302-311

FIRST AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS

THIS AMENDMENT, executed this 28th day of January 2008, by MONARCH MILLS LLC, hereinafter referred to as the "Declarant".

WITNESSETH:

WHEREAS, Declarant is the fee simple owner of certain property in the City of York, County of York, Commonwealth of Pennsylvania, which is more particularly described in Exhibit "A", attached hereto and made a part hereof (the "Property"); and

WHEREAS, Declarant filed a document in the Office of the Recorder of Deeds in and for York County, Pennsylvania, on August 24, 2006, in Land Record Book 1836 Page 1896, which consists of a Declaration Creating and Establishing Monarch Mills, A Condominium in York City, York County, Pennsylvania, (the "Declaration"); and

WHEREAS, Declarant wishes to amend a portion of the Declaration regarding insurance and the definition of a Unit

NOW, THEREFORE, Declarant hereby declares that Article III Paragraph 3 of the Declaration shall be amended in its entirety and shall now read as follows:

3. Unit(s).

Each Unit is defined herein and shall consist of the space within the following:

(a) The volume of cubicles of space enclosed by and measured vertically and horizontally from the inner surfaces of the perimeter walls, ceilings and floors, and includes both side surfaces of all exterior doors, windows and vents;

(b) All interior walls commencing from the face studs in, floors, stairways and other partitions located within the Unit, including the floor space occupied by such interior walls, floors, stairways and other partitions, excepting such interior walls, floors, stairways and other partitions located within a Unit which may comprise part of the Common Elements;

(c) The decorated inner surface of all walls, ceilings and floors, consisting of paint, plaster, plasterboard, carpet, floor tile or other floor covering, ceiling tile or other ceiling covering and all other finishing materials affixed or installed as part of the physical structure of the Unit but not part of the structural system of the Building and all immediately visible fixtures, appliances, mechanical and electrical systems and equipment installed for the sole and exclusive use of the Unit commencing at the point of disconnection from the structural body of the Building or from utility lines; pipes or systems serving the Unit;

(d) The Unit ceiling surface as extended from the roof sheathing in the uppermost floor of Units 302 through 311, inclusive, located on the third floor;

(e) No pipes, wires, conduits or other public utility lines or installations constituting part of the overall utility system not designated for the service of any particular Unit shall be deemed to be part of any Unit;

(f) Each Unit shall be deemed to include within its boundaries the area described in Paragraphs 1 and 3 of Section 3202 of the Act and shall have the benefit of the use of all Limited Common Elements described in Paragraph 2 of Section 3202 of the Act or designated on the Declaration Site Plan as being allocated to such Unit.

DECLARANT HEREBY FURTHER DECLARES that Article XIII, Paragraph (2)(a) and (b) of the Declaration shall be deleted and shall be amended to read as follows:

(a) Property insurance will cover the Common Elements and Units, as defined by Article II, paragraph 17, of this Declaration, including fixtures and equipment therein and thereof that were onsite as of the date of transfer from the Declarant to each Unit Owner, and including all personal property owned by the Association (exclusive of improvements and betterments installed in Units by Unit Owners and exclusive of personal property owned by the Unit Owners) insuring against all risks of direct physical loss commonly insured against. The total amount of insurance shall be not less than eighty (80%) percent of the actual replacement of the insured Property exclusive of land, excavations, foundations and other items normally excluded from Property policies.

(b) Each Unit Owner is an insured Person under the policy with respect to liability arising out of his ownership of an undivided interest in the Common Elements or membership in the Association.

DECLARANT HEREBY FURTHER DECLARES that the following sub-section (8) shall be added to Article XIII Paragraph 2(c) Other Provisions:

(8) Certificates of Insurance. An insurer that has issued an insurance policy under this Section shall issue certificates or memoranda of insurance to the Association and, upon request, to any Unit Owner, mortgagee or beneficiary under a deed of trust. The insurance may not be cancelled until thirty (30) days after notice of the proposed cancellation has been mailed to the Association, each Unit owner and each mortgagee or beneficiary under a deed of trust to whom certificates of insurance have been issued.

DECLARANT HEREBY FURTHER DECLARES that the following section be added as Article XIII Paragraph 2(d):

(d) Disposition of Insurance Proceeds.

Proceeds of insurance policies received by the Association shall be distributed as follows:

(1) Any portion of the Unit damaged or destroyed shall be repaired or replaced promptly by the Association, unless:

(ii) The Condominium is terminated as provided in Article XIX hereof;

(iii) Repair or replacement would be illegal under any state or local health or safety statute or ordinance; or

(iv) One hundred (100%) percent of the Unit Owners vote against such repairs or replacements.

(2) The cost of repair or replacement in excess of insurance proceeds is a Common Expense.

(3) If the entire Unit is not repaired or replaced:

(a) 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;

(b) The insurance proceeds attributable to Units and Limited Common Elements which are not rebuilt shall be distributed to the Owners of those Units and the Owners of the Units to which those Limited Common Elements were assigned; and

(c) The remainder of the proceeds shall be distributed to all Unit Owners in proportion to their Common Element Interest.

All other terms and conditions of the Declaration, as amended hereby, are ratified and reaffirmed as though set forth in their entirety.

IN WITNESS WHEREOF and intending to be legally bound hereby, the Declarant has caused this Amendment to Declaration to be executed on the day and year first above written.

Witness:

MONARCH MILLS, LLC

g.s. sut

By: [Signature], Member

STATE OF PENNSYLVANIA :
: SS
COUNTY OF YORK :

On this the 28th day of January, 2008, before me, the undersigned officer, a Notary Public, personally appeared Leslie John, and that she, as such Member, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

[Signature]
Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Sonja L. Comegna, Notary Public
City Of York, York County
My Commission Expires Apr. 8, 2010
Member, Pennsylvania Association of Notaries

SPECIMEN

**DECLARATION CREATING AND ESTABLISHING
MONARCH MILLS, A CONDOMINIUM IN
YORK CITY, YORK COUNTY, PENNSYLVANIA**

THIS DECLARATION made this ____ day of _____, 2006, by **MONARCH MILLS, LLC**, a Pennsylvania limited liability company with an address of 96 South George Street, Suite 210, York, Pennsylvania 17401. (Declarant).

W I T N E S S E T H :

WHEREAS, Declarant is the owner of a certain tract of land lying and being in York City, York County, Pennsylvania with an address of 600 Hartley Street, York, Pennsylvania and more fully described in a deed of conveyance from David S. and Nancy B. Yohn to Declarant dated December 9, 2005, and recorded in the Office of the Recorder of Deeds in and for York County, Pennsylvania in Record Book 1777 at Page 2404, hereinafter referred to as the "Property".

WHEREAS, Declarant intends to develop such tract of land for commercial and residential uses and has caused a plan of development to be prepared, a copy of which is attached hereto as Exhibit C; and

WHEREAS, Declarant wishes to submit the Units as shown on such plan of development (hereinafter referred to as the "Property") to the terms of this Declaration as a flexible condominium under the provisions of the Uniform Condominium Act, 68 Pa. C.S.A. §3101, et seq. (the "Act") and to make known and declare certain restrictions, covenants and conditions applicable to the "Property".

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the Declarant does hereby covenant and declare that it shall hold and stand seized and shall convey the lands composing the Property subject to the following restrictions, covenants and conditions which shall run with the land composing the Property and shall be binding upon the Declarant, its successors and assigns and upon all land included within the Property, which restrictions, covenants and conditions are hereby imposed for equal benefit of each Owner and each and every Unit situate in the Property.

ARTICLE I - SUBMISSION AS CONDOMINIUM

1. Declarant; Submission. Declarant hereby submits the Property including all easements, rights and appurtenances and any buildings or improvements erected or to be erected thereon to the provisions of the Act and hereby creates with respect to the Property a condominium to be known as "Monarch Mills, A Condominium".

2. The Property. The Property is in York City, York County, Pennsylvania and is bounded, limited and described as set forth on Exhibit A attached hereto.

ARTICLE II - DEFINITIONS

1. Act. The Pennsylvania Uniform Condominium Act, 68 Pa. C.S.A. §3101, et seq.

2. Assessment. The sums assessed against a Unit by the Association for the share of common expenses chargeable to it or for any other expense which may be chargeable to a unit under the Unit Owners Association documents.

3. Association. The Monarch Mills Condominium Association established by this Declaration.

4. Building. The building located at 600 Hartley Street, which building includes all of the units.

5. Common Expense Liability. The common expense liability allocated to each unit is the percentage of the whole set forth for such Unit on Exhibit B attached hereto.

6. Common Interest. Common interest is the proportionate undivided interest in the Common Elements allocated to each Unit as expressed in Exhibit B attached hereto.

7. Condominium. Condominium means the Monarch Mills Condominium established pursuant to this Declaration.

8. Condominium Documents. This Declaration and any by-laws and rules and regulations adopted by the Association.

9. Declarant. The Declarant is Monarch Mills, LLC or any successor to its Special Declarant Rights.

10. Eligible Insurer. An Eligible Insurer is an insurer or guarantor of a first mortgage on a Unit which has notified the Association in writing of its name and address and that it has insured or guaranteed a first mortgage on a Unit.

11. Eligible Mortgagee. An Eligible Mortgagee is the holder of a first mortgage on a Unit which has notified the Association in writing of its name and address and that it holds a first mortgage on a Unit.

12. Finished Surface. The full thickness of all wallboard, ceiling board, plaster, finished flooring and the full thickness excluding the surface facing a Common Element of

doors and frames, windows and frames, sashes and sills, all on the boundary of a Unit.

13. Mortgagee. A Mortgagee is the holder of any mortgage on a Unit and shall be construed to include an Eligible Mortgagee.

14. Owner. An Owner is a Unit Owner.

15. Percent Interest. Each Unit Owner's undivided ownership in the Common Elements, appurtenant to each Unit as set forth in Exhibit B attached hereto.

16. Plats and Plans. Plats and Plans means the Plats and Plans attached hereto and marked as Exhibit C, which Plats and Plans show the delineation of each Unit.

17. Unit. A Unit is a physical portion of the Property designated for separate ownership by this Declaration, the boundaries of which are described in Article III hereof and in the Plats attached as Exhibit C. The Units are identified by the identifying numbers set forth in Exhibit B hereof. The Units are sometimes hereinafter referred to as Residential Units or Commercial Units, which references correspond to the designation thereof on Exhibit B.

18. Unit Owner. The record owner of any Unit.

19. Votes. Votes are the votes in the Association which the Unit Owners are entitled to cast as members of the Association. The Votes are allocated to the Units as set forth in Article VIII hereof.

ARTICLE III - DESCRIPTION OF UNITS

1. Subdivision into Units. The Condominium is to consist of the thirty-four (34) Units and the Common Elements as shown on the Declaration Plan. Declarant hereby subdivides the Condominium into thirty-four (34) separate parcels of real estate, each parcel being one Unit shown and identified on the Plats and Plans together with the Common Interest pertinent to such Unit. Each Unit together with its undivided Common Interest shall for all purposes constitute a separate parcel of real estate, subject only to the Act and the provisions of the Condominium Documents. Each Unit together with its undivided Common Interest may be held, owned, purchased, sold, conveyed, mortgaged, leased, encumbered and otherwise dealt with in the same manner as permitted by the laws of Pennsylvania for other real property. The identifying number of each Unit is set forth in the Plan attached as Exhibit C.

2. Use of Units. Units 110, 120, 130, 140, 150, 160 and 170 which are made subject to this Declaration shall be used for office or commercial purposes. Units 203 through 219 and 302 through 311 which are made subject to this Declaration shall be used

for residential purposes.

3. Unit Boundaries.

(a) The boundaries of each Unit are delineated on the Plan and are described as follows:

- (1) The Unit-side surface as extended from the framing of any non-masonry walls and the Unit-side surface as extended from any exposed masonry walls of the Unit;
- (2) Except as provided in subparagraph (3) below, the Unit ceiling surface as extended from the side surface as described in subparagraph (1) above;
- (3) The Unit ceiling surface as extended from the roof sheathing in the uppermost floor of Units 302 through 311, inclusive, located on the third floor; and
- (4) The floor surface as extended from the unfinished lowermost floor of the Unit.

(b) Each Unit consists of:

- (1) The area and space enclosed within the boundaries of the Unit, including the boundaries themselves;
- (2) The entire thickness of all doors, door frames and sills, door glass, windows, window frames, sills and assemblies, window glass, skylights and skylight frames and assemblies;
- (3) Except as otherwise provided by the Act or this Declaration, all interior partitions; wall, floor and ceiling coverings, mantels, moldings and baseboards, appliances, and other fixtures, improvements and equipment located within the boundaries of the Unit which serve exclusively such Unit and all floors, subfloors, trusses and supports of the building floors located within title lines; and
- (4) Whether or not within the boundaries of the Unit, all chimneys, ducts, and flues serving the Unit exclusively and all electrical, plumbing, heating, ventilating, and air conditioning machinery, equipment, fixtures, systems, appliances and installations serving

the Unit exclusively.

(c) Whether or not located within the boundaries of the Unit, no Unit includes:

- (1) Any structural element of a Building, including, without limitation, foundations, floor systems not within Unit title lines, exterior walls, party walls, columns, beams and girders, the roof and roof trusses, concrete slabs, or other joists or trusses not within Unit title lines; or
- (2) Any pipe, chimney, chute, flue, duct, pipe chase, conduit, wire, cable, line, meter or any other element of any utility machinery, equipment, system or facility which serves or is intended to serve or necessary to deliver any utility service to two or more Units or any portion of the Common Elements.

ARTICLE IV - COMMON ELEMENTS

1. Defined. The Common Elements include all portions of the Property conveyed by David S. and Nancy B. Yohn to Declarant by deed dated December 9, 2005 and recorded in the Office of the Recorder of Deeds in and for York County, Pennsylvania in Record Book 1777 at Page 2404 excepting the Property included within a Unit as shown on Exhibit C.

2. No Partition. The Common Elements shall remain undivided and no action for partition or division of any part thereof shall be permitted, except in the event of termination of the Condominium. Any conveyance, encumbrance, judicial sale or other transfer (voluntary or involuntary) of an interest in the Common Elements shall be void unless the Unit to which that interest is allocated is also transferred.

3. Use. Except as their use may otherwise be limited by the Condominium Documents, each Unit Owner, tenant and occupant of a Unit and their respective family members, guests, agents, customers and employees of such Unit Owners, tenants and occupants, may use the Common Elements in common with all other Unit Owners and tenants or occupants of other Units and their respective family members, guests, agents, customers and employees for the purposes for which they are intended without hindering or encroaching upon the lawful rights of other Unit Owners. The Association may adopt and enforce reasonable rules, regulations or restrictions concerning the use of Common Elements and may establish reasonable uniform fees and charges for the use of Common Elements.

4. Maintenance. All Common Elements shall be maintained by the Association.

5. No Waiver of Liability. No Unit Owner may exempt himself from liability for Assessments by waiver of the enjoyment of the right to use any of the Common Elements or by abandonment of his Unit or otherwise.

ARTICLE V - COMMON INTERESTS; COMMON EXPENSE LIABILITY; VOTING

1. Common Interest. Each Unit has allocated to it the Common Interest which is set forth in Exhibit B hereof. The Common Interest of a Unit shall be inseparable from the Unit. The Common Interest of a Unit and the fee title to such Unit shall not be separately conveyed, transferred, leased, devised, or encumbered and the Common Interest allocated to a Unit shall be deemed to be conveyed, transferred, leased, devised, or encumbered with the Unit whether or not expressly referred to in the instrument effecting the same.

2. Common Expense Liability. Each Unit has allocated to it the Common Expense Liability which is set forth in Exhibit B hereof. The Common Expense Liability allocated to a Unit shall be inseparable from the Unit and shall be deemed to be conveyed, transferred, leased, devised, or encumbered with the Unit whether or not expressly referred to in the instrument effecting the same. The Common Expense Liability as allocated to each Unit by Exhibit B hereof has been determined by dividing the number of square feet of floor area of the Unit by the aggregate floor area of all Units.

ARTICLE VI - COMMON EXPENSES; LIMITED EXPENSES

1. Common Expenses. All cost of gas, electrical energy, telephone, cable service, sewer and other utility services supplied to a Unit shall be borne by the Unit Owner and shall not be a Common Expense if separately charged by the service provider to the Unit Owner. The cost of water service shall be a Common Expense unless separately charged by the service provider to the Unit Owner. The cost of any other utility service to the Units which are charged by the provider of this service to the Association shall be Common Expenses and shall be allocated and assessed by the Association to the Units served in accordance with the Common Expense Liability allocated to each Unit, equally, based upon usage as metered by the Association or service provider or in such other manner as the Association determines to be equitable from time to time.

The cost of maintenance, repair and replacement of Common Elements shall be allocated to each Unit based upon the percentages set forth in Exhibit B attached hereto.

2. Limited Expenses. Any other expense benefitting less than all of the Units shall be assessed exclusively against the Units benefitted. The Association shall determine what expenses benefit less than all Units, the identity of all Units benefitted, and the shares

in which the Units benefitted shall be assessed for such expenses, which determination shall be conclusive.

ARTICLE VII - ASSESSMENTS

1. Reserve Funds. Each annual budget for Common Expenses shall include an amount reasonably considered by the Association to be sufficient as a reserve for payment of obligations of the Association and to be sufficient as a reserve for replacements, contingencies, capital expenditures and deferred maintenance. In addition, the Association shall have the right to segregate all or any portion of the reserve for any specific replacement or contingency upon such conditions as the Association deems appropriate.

2. Working Capital Fund. A working capital fund is to be established by the Association in the amount of twice the estimated monthly Assessment allocated to each Unit for the fiscal year in which the payment to such fund is due. All amounts paid into such fund shall be non-refundable and shall not be considered as advance payment of assessments. Each Unit's share of the working capital fund shall be paid to the Association upon the transfer of title to each Unit from Declarant to any purchaser.

3. Special Assessments. The Association may levy and collect special Assessments in such amounts as it deems proper, whenever it determines it is necessary to do so.

4. Liability. Assessments shall commence as determined by the Association. The Association may temporarily provide for the allocation of a reduced assessment for unoccupied Units. All Assessments shall, until fully paid, constitute a lien against any Unit as provided by the Act. The lessee of a Unit shall be jointly and severally liable with the Owner of the Unit for payment of Assessments during the term any lease. Any Assessment which the Association determines to be uncollectible may be reassessed as a Common Expense. The Association may enforce its claim against a Unit Owner and place a lien against the Unit for Assessments and for any and all fees, charges, late fees, fines, attorney fees and interest due the Association from the Unit Owner consistent with the provisions of 68 Pa. C.S.A. §3315.

5. Certification by Association. Any Unit Owner or purchaser shall be entitled to obtain from the Association a statement in recordable form setting forth the amount of unpaid Assessments levied against the Unit as of the date of the statement. Any such statement given by the Association shall bind the Association and every Unit Owner. Upon sale of a Unit the grantee shall be jointly and severally liable with the grantor for all unpaid Assessments disclosed in the certificate or becoming due after the effective date thereof (or for all Assessments regardless of amount that the Association has not been requested to furnish a certificate prior to conveyance) but such joint and several liability shall be without prejudice to the grantee's right to recover from the grantor the amount of any such unpaid

Assessment.

6. Surplus Funds. If the aggregate Assessments for Common Expenses exceeds such expenses in any year, the surplus shall be credited to the Units in proportion to their Common Expense Liabilities to reduce future Assessments.

7. Failure to Fix New Assessments. If the Association shall fail to fix new Assessments for the subsequent fiscal year before the expiration of any fiscal year, the Unit Owners shall continue to pay the same sums as were payable during the fiscal year then ended and such sums shall be deemed to be the new Assessments for the succeeding fiscal year.

ARTICLE VIII - CONDOMINIUM ASSOCIATION

1. Declarant hereby establishes the Monarch Mills Condominium Association ("Association") which shall exist and exercise the powers and authority and discharge the responsibilities created by this Article VIII.

2. Powers. The Association shall have the power to levy and collect Assessments or other charges against Members; to maintain, repair, replace and restore Common Elements; to pledge and mortgage Property of the Association; to appoint agents; to hire employees; to make contracts; to obtain and keep in force policies of insurance against casualties and liabilities; to establish by-laws; to establish reasonable rules and regulations; to enforce any and all restrictions, prohibitions and other provisions of this Declaration and of any by-laws or rules and regulations established by the Association; to establish fines or penalties for the violation of any provision or provisions of this Declaration or of any by-laws or rules and regulations established by the Association and to enforce such fines or penalties as well as to seek injunctive and other legal or equitable relief designed to bring about compliance with the provisions of this Declaration.

3. Membership. The Members of the Association shall consist of all Unit Owners (including the Declarant so long as such Declarant is the Owner of any Unit). Membership in the Association shall not be transferable. Membership of each Unit Owner shall terminate upon a sale, transfer or other disposition other than mortgage, of the ownership interest of such Unit Owner in such Unit, whereupon membership any interest in the Association shall automatically transfer to and be vested in the succeeding Owner or Owners in such Unit.

4. Voting. The Owner of each Unit shall have the total number of votes assigned to such Unit by Exhibit B attached hereto. Subject, however, to the following described rights of Declarant:

(a) Initially all Directors which shall form the Executive Board shall be designated by Declarant;

(b) Upon conveyance of twenty-five percent (25%) of the Units to persons other than Declarant, Declarant shall direct the removal of one of the Declarant selected Directors and the Unit Owners, other than Declarant, shall elect a replacement Director upon the first to occur of the following:

(1) One hundred eighty (180) days following the date on which title to seventy-five percent (75%) of the Units have been conveyed by Declarant to persons other than Declarant;

(2) Five (5) years following the date of first conveyance of a Unit to a Unit Owner other than Declarant; or

(3) The date on which Declarant elects to relinquish control of the Executive Board.

(4) The Declarant shall declare all remaining Directors appointed by Declarant removed and the Unit Owners, including Declarant if Declarant is the owner of any Units, shall select replacement Directors with the owner of each Unit including Declarant having the total number of votes assigned to such Unit by Exhibit B attached hereto.

5. Directors. The affairs of the Association shall be governed by a Board of Directors which shall consist of three (3) persons. The qualification process, duties, terms of office, manner of electing and removing Directors and filling vacancies shall be set forth in the by-laws.

6. Officers. The officers of the Association shall be a President, a Secretary and a Treasurer and such other officers as the Board of Directors may deem appropriate.

7. By-Laws. The Association may adopt by-laws and rules and regulations for the regulation of its affairs.

8. Fines. The Association may establish fines for violation of the Declaration, the By-laws and/or the rules and regulations adopted by it.

9. Association Responsibilities. The Association shall maintain, repair and replace all Common Elements and all incidental damages caused by work done in any Unit by direction of the Association.

ARTICLE IX - UNIT OWNER RESPONSIBILITIES

Each Unit Owner shall:

1. maintain, repair or replace at his own expense all portions of his Unit. All such work shall be conducted in a manner which will not impair the structural integrity or appearance of the Building or impair any mechanical or electrical system therein. The materials and workmanship used in such maintenance, repair or replacement by unit owners shall be of the same type and quality as were originally provided in the Unit. Any maintenance, repair or replacement costing in excess of \$10,000.00 shall require written approval of the Association as to labor and materials;
2. repair or replace any portion of such Unit Owner's Unit which, if not repaired or replaced, would adversely affect the exterior appearance of the Property or in any manner adversely affect another Unit. If any Unit Owner fails to comply with the requirements of the preceding sentence, the Association may in its sole discretion make such repair or replacement and assess the expense thereof against such Unit Owner.
3. maintain, repair and replace all doors, door frames and sills, door glass, windows, window frames, sills and assemblies, window glass, skylights and skylight frames and assemblies which are a part of the Unit; provided, however, exterior painting of all door and window frames, sills and assemblies shall be the responsibility of the Association, the cost thereof to be charged as a Common Expense;
4. pay the expenses incurred by the Association in making repairs or replacements of the Common Elements caused by his willful or negligent act or failure to act;
5. perform his responsibilities in such a manner and at such reasonable hours so as not to disturb other Unit Owners;
6. notify the Association of the need for any maintenance, repair or replacement to the Unit, the responsibility for performance of which lies with the Association. The failure of the Association to take action on such notice shall not be deemed a waiver by it of its rights nor shall it be deemed to constitute its consent thereto or its agreement to pay for such work. The Unit Owner shall abide by any terms specified by the Association relating to the conduct of such repair work; and
7. maintain a minimum temperature of 50 degrees in the Unit and repair or replace at his own expense any damage to the water or sewer pipes by failure to maintain the aforesaid minimum temperature.

ARTICLE X - RESTRICTIONS AND COVENANTS

1. Specific Restrictions on Use of All Units.

(a) No Unit Owner shall without the prior approval of the Association, perform any alteration, modification, decoration, removal, addition to or change in the appearance of the Common Elements whatsoever or make any modification, decoration, alteration or addition to his Unit without complying with the provisions of Article IX, Section 1 of the Unit Owners Responsibilities. The Association may in its unrestricted discretion grant or withhold approval of any proposed alteration, modification, removal or addition and in granting approval may impose upon the Unit Owner such conditions as it deems appropriate.

(b) A Unit Owner shall not use or permit the Unit or any part thereof to be used for an offensive or unlawful purpose and he shall not permit any nuisance within the Unit and he shall not use or allow the Unit to be used in a manner which unreasonably interferes with the peaceful possession, employment and proper use of the Condominium by the other Unit Owners or other occupants thereof.

(c) Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on the Property, or contents thereof, without the prior written consent of the Association, which consent may be conditioned upon the Unit Owner of such Unit being required to bear the full amount of such insurance. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will violate any law, statute, ordinance or regulation or any governmental body or which will result in the cancellation of any insurance maintained by the Association. No waste shall be committed in the Common Elements.

(d) No Unit Owner shall install window air conditioners, exhaust fans or any other item which protrudes through any window serving a Unit or permit anything to be hung or displayed on the outside of windows or placed on the outside wall of any Building, and no awning, shutter, radio or television antenna may be affixed to or placed upon the exterior walls or roof of any Building without prior written approval of the Association, which approval may be withheld or conditioned in the Association's sole discretion.

(e) No Unit Owner may lease less than the entire Unit. All leases shall be in writing and, whether or not it expressly so states, shall be deemed to provide that the terms thereof shall be subject in all respects to the provisions of the Condominium Documents and that the failure by the tenant to comply therewith shall constitute a default under such lease. The minimum term of any such lease shall be six (6) months. A copy of each such lease shall be delivered to the Association within ten (10) days of execution thereof.

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

2. Specific Restrictions on Use of Residential Units. Each Unit designated as a Residential Unit on Exhibit B is intended to be, and shall be, used as a private residence only. Any other use of any Unit incidental to principal use of a Unit as a residence shall be permitted only with the prior written consent of the Association and where permitted by law. Use of any unit as the primary residence of more than two person who are unrelated by blood or marriage is prohibited.

3. Specific Restrictions on Use of Commercial Units.

(a) Each Unit designated as a Commercial Unit on Exhibit B is restricted to commercial uses. Any other use of any Commercial Unit shall be incidental to its principal use for commercial uses. As used herein, the term "commercial uses" shall mean and include (i) a bank, savings and loan association or other financial institution; (ii) business and professional offices; (iii) establishments for the retail sale or provision of goods or services of any kind except as provided in subparagraph (b) of this Section; and (iv) uses of a general character consistent with the foregoing and consistent with the general character of the Planned Community, when specifically approved by the Association and subject to any and all conditions imposed by the Association in connection with any such approval. All determinations by the Association with respect to any additional uses shall be final.

(b) The following uses of any Commercial Unit are expressly prohibited:

- (1) Night club or tavern;
- (2) Liquor store;
- (3) Principal use for any manufacturing or processing activity; or
- (4) Adult book store, head shop or other establishment engaged principally

in the display, sale or distribution of sexual aids, devices or literature or devices or paraphernalia commonly used in connection with the use of marijuana, opium, cocaine or any other similar mind altering drug or substance.

A determination by the Association with respect to prohibited uses shall be final.

(c) Each Commercial Unit shall be permitted one business identification sign on the entrance door or on a window of the Unit. Except as expressly otherwise provided herein, the Unit Owner shall not be permitted to place any other sign on the exterior of the Building, or on any entrance door or window or window display of the Commercial Unit.

No Unit owner, lessee or other occupant of the Commercial Unit shall maintain any flashing, revolving or neon sign of any kind visible from the exterior of the Building. The Association may from time to time establish signage design standards regulating the size, location and design of such signs.

(d) The Owner, tenant or other occupier of a Commercial Unit shall not (i) use any loud speaker, sound amplifier or other music or sound system which is audible outside the Unit, (ii) sell or display merchandise of any kind outside the Unit, or (iii) conduct in any Unit any "fire sale", "distress sale", "going out of business sale" or any similar sale designed to convey to the public that the business operations conducted within the Unit are to be discontinued.

(e) In the event additional Commercial Units are added pursuant to Article III(2) hereof, such additional Units shall be bound by the above restrictions.

ARTICLE XI - ENFORCEMENT

If any of the Owners of a Unit or their heirs, successors or assigns shall violate or attempt to violate any of the restrictions or covenants or any other provision of this Declaration or any by-laws or rules or regulations adopted by the Association, it shall be lawful for the Declarant, the Association and/or any other person or persons owning any Unit within the Property to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate the Restrictions and Covenants or any other provision of this Declaration or any of the by-laws or rules and regulations either to prevent him or them from so doing or to recover damages and/or fines for such violation. The prevailing party shall be entitled to recover court costs and reasonable attorney fees. The Declarant and the Owners thereof are hereby indemnified and held harmless from all claims, demands, liabilities, suits, judgments, verdicts, damages, actions, or proceedings at law or equity of any kind whatsoever arising out of, connected with or caused by any matter arising out of this Declaration.

ARTICLE XII - ENCROACHMENTS; EASEMENTS

In addition to and in supplementation of the easements provided for by the Act, the following easements are hereby created:

1. Ingress and Egress. Each Unit Owner has a perpetual unrestricted right of ingress and egress throughout the Condominium for access to his or her Unit.

2. Encroachment. To the extent that any Unit or Common element now or hereafter encroaches upon any other Unit or Common element a valid easement for the encroachment and for the maintenance of the same exist for so long as the Units and Common Elements affected thereby shall stand. This easement does not relieve a Unit

Owner of liability in case of his willful misconduct nor relieve any person of liability for failure to adhere to the Declaration Plan.

3. Physical Boundaries. In interpreting any and all provisions of the Condominium Documents, subsequent deeds to, and mortgages of Units, the actual location of the Unit shall be deemed conclusively to be the property intended to be conveyed, reserved or encumbered notwithstanding any minor deviation from the locations indicated on the Declaration Plan.

4. Utilities. A valid easement does and shall continue to exist throughout the Planned Community for the purpose of installation, maintenance, operation, repair and replacement of sewer, water, electric, gas, power, intercom, telephone and television pipes, lines, mains, conduits, wires, poles, transformers and any and all other equipment or machinery necessary or incidental to the proper functioning of any utility system; provided, however, any easements within a Unit for such facilities shall be only at the original location thereof, unless approved in writing by the Unit Owner.

5. Support. Each Unit shall have an easement over the Common Elements and all other Units for structural support and each Unit is subject to an easement for structural support in favor of every other Unit and the Common Elements.

6. Access. The Association, its agents, employees and contractors, shall have an easement for access to each Unit to the extent reasonably necessary for the inspection, maintenance, repair and replacement of Common Elements or for making any addition, alteration or improvement thereto, or to insure compliance with, or abate any violation of, the Condominium Documents or of any law or government regulation. Furthermore, each Unit Owner, and his agents, employees and contractors, shall have an easement for access to each other Unit during reasonable hours for maintenance and repair of his Unit and for making alterations, additions and improvements thereto, but only to the extent that the Association has determined after notice to the Owner of the Unit to which access is to be had that such access is necessary for the performance of such work and will not unduly interfere with the use of such Unit by its Owner.

7. Declarant Rights. Declarant shall have the right to use certain portions of the Condominium as more fully set forth in Article XIV hereof.

ARTICLE XIII - INSURANCE

1. Coverage. To the extent reasonably available, the Association shall, obtain and maintain insurance coverage as set forth in this Article or as otherwise required by the Act. If such insurance is not reasonably available, and the Association determines that any insurance described in this Article will not be maintained, the Association shall cause notice of that fact to be hand delivered or sent prepaid by United States mail to all Unit Owners

and Eligible Mortgagees at their respective last known addresses.

2. Property Insurance Coverage.

(a) Coverage. Property insurance will cover:

(1) The Common Elements, Units, all fixtures, equipment and any improvements and betterments, whether part of a 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 undersurface of the lowest basement floors, underground pilings, piers, pipes, flues and drains and other items normally excluded from property policies; and

(2) All personal property owned by the Association.

(b) Amounts. The insurance will be for an amount equal to 100% of the full insurable replacement value of the insured property, without deduction for depreciation (i.e., 100% of current "replacement cost" exclusive of land, foundation, excavation and other items normally excluded from coverage). Personal property owned by the Association will be insured for an amount equal to its actual cash value.

(c) Other Provisions. Insurance policies required by this Section shall provide that:

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

(2) 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 of recovery under the policy.

(3) If, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner which covers the same risk covered by the policy, the Association's policy provides primary insurance.

(4) Losses must be adjusted with the Association.

(5) Insurance proceeds shall be paid to any insurance trustee designated in the policy for that purpose, and otherwise to the Association but, in any case, it is to be held in trust for each Unit Owner and the Unit Owner's Mortgagee.

(6) The insurer may not cancel, substantially modify or refuse to renew the policy until thirty (30) days after notice of the proposed cancellation or non-renewal has

been mailed to the Association, to each Unit Owner and to each Eligible Mortgagee to whom a certificate or memorandum of insurance has been issued, at their respective last known address.

(7) The name of the insured shall be "Monarch Mills Unit Owners Association".

3. Liability Insurance. Liability insurance, including medical payments insurance, will be maintained in an amount determined by the Association but in no event shall it be less than \$1,000,000.00 for bodily injury or property damage for any single occurrence. This insurance shall cover 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 and the activities of the Association.

Insurance policy 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 interest in the Common Elements or membership in Association;

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

(c) 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.

(d) If, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the policy of the Association provides primary insurance; and

(e) The insurer issuing the policy may not cancel or refuse to renew it until thirty (30) days after notice of the proposed cancellation or non-renewal has been mailed to the Association, each Unit Owner and each Eligible Mortgagee to whom a certificate or memorandum of insurance has been issued at their last known address.

4. Unit Owner Policies. An insurance policy issued to the Association does not preclude Unit Owners from obtaining insurance for their own benefit.

5. Other Insurance. The Association may carry other insurance which the Association considers appropriate to protect the Association.

6. Premiums. Insurance premiums for insurance carried or to be carried by the

Association shall be a Common Expense.

ARTICLE XIV - DAMAGE TO OR DESTRUCTION OF PROPERTY

The relative rights, duties and obligations of the Unit Owners and the Association in the event of damage or destruction of all or any portion of the Condominium shall be as provided in the Act. All determinations concerning repair and replacement of damage and destruction or concerning the receipt, use, application and distribution of the proceeds of all property insurance maintained by the Association shall be as provided in the Act.

Any loss covered by property insurance maintained by the Association shall be adjusted by the Association (except that Unit Owners may separately adjust losses for Unit improvements and betterments, and personal property, to the extent insured under policies maintained by the Association if it approves). The insurance proceeds payable for any loss shall be payable to the Association if in an aggregate amount less than \$50,000.00 and otherwise to an insurance trustee which shall be selected by the Association and which shall be a bank or trust company maintaining an office in York County, Pennsylvania. The insurance trustee or the Association shall hold the insurance proceeds in trust for the Unit Owners and Eligible Mortgagees as their interests may appear and shall disburse such proceeds for the purposes and in the priorities specified by the Act.

ARTICLE XV - DECLARANT RIGHTS AND DUTIES

1. Duties of Declarant. The Declarant shall have the duty to complete construction of all Units within the Condominium consistent with the Plans attached as Exhibit C.

2. Rights of Declarant. Declarant shall have the right:

(a) to transact within any site within the Condominium or within any portion of the Property any business pertaining or necessary for the consummation of the management, sale or rental of any of the Units and/or to use any Unit owned by Declarant or any portion of the Common Elements for any purpose relating thereto including, but not limited to, the right to maintain a sales office, a management office and models in such Units or Common Elements. Such offices and models may be located in any Unit owned or leased by Declarant or in any portion of the Common Elements and may be relocated to any Unit so owned or leased or any other portion of the Common Elements without limitation as to size, location or number;

(b) to maintain in its Units and on the Common Elements or elsewhere within the Property such advertising signs as Declarant in its sole discretion may deem appropriate provided such signs comply with applicable government regulations. Declarant may from time to time relocate such advertising signs;

(c) to lease for residential or commercial purposes, any of the Units as Declarant may in its sole discretion deem appropriate;

(d) to complete all aspects of the construction of the still uncompleted Units within the Condominium and to complete construction of any portion of the Common Elements which has not yet been completed. Declarant, its agents and employees, contractors and suppliers shall have the right and privilege to utilize all portions of the Common Elements in connection with such construction and any repair, replacement or reconstruction deemed necessary by Declarant.

ARTICLE XVI - AMENDMENTS

The Declarant shall have the right, power and authority from time to time hereafter to create, alter, change and modify certain protective covenants, reservations and restrictions which are designed to prevent nuisance, to preserve and protect, enhance the value and amenities of "Monarch Mills" and provide for the general well-being of the Unit Owners in any manner deemed by it to be consistent with the general purposes of this Declaration; provided that any such alterations, changes, or modifications shall not increase the restrictions or limitations upon the use, development and improvement of the Units previously sold and conveyed by Declarant or by any purchaser of Declarant.

ARTICLE XVII - SEVERABILITY AND INVALIDATION

Severability or invalidation of any of these covenants by judgment or court order shall in no way effect any of the other provisions, all of which shall remain in full force and effect.

ARTICLE XVIII - SUCCESSORS TO DECLARANT

In the event any person, persons, partnership, corporation or other legal entity should acquire all portions of the "Property" then owned by Declarant, such person, persons, partnership, corporation or other legal entity shall become the Declarant and shall have all the rights and powers and/or duties hereinabove granted to or imposed upon Declarant. The rights of Declarant under this Declaration may at any time be transferred to the Monarch Mills Unit Owner's Association but such transfer shall occur no later than the date that all Units have been sold.

ARTICLE XIX - TERMINATION OF CONDOMINIUM

The Condominium may be terminated only as provided by the provisions of 68 C.S.A. §3220.

IN WITNESS WHEREOF, the Declarant has executed this Declaration on the ____

day of _____, 2006.

MONARCH MILLS, LLC

By: _____

tempo\monarch4.dec

ALL that certain parcel of land situate in the Fourteenth Ward of the City of York, York County, Pennsylvania, with the improvements thereon erected, bounded and described as follows, to wit:

BEGINNING at a point at the Northwest intersection of North Hartley Street Extended and a twenty (20) feet wide alley known as Monarch Alley, said alley being the first north of Pennsylvania Avenue; extending thence along said alley, South thirty-four (34) degrees fifty-six (56) minutes forty (40) seconds West a distance of one hundred sixty and twenty hundredths (160.20) feet to a twenty (20) feet wide alley; thence along said alley, North fifty-four (54) degrees fifty-two (52) minutes forty (40) seconds West a distance of two hundred eighty-one and thirty-five hundredths (281.35) feet to Maryland Avenue; thence North thirty-five (35) degrees eleven (11) minutes forty (40) seconds East a distance of one hundred sixty and forty-two hundredths (160.42) feet to Hartley Street; thence South fifty-four (54) degrees forty-nine (49) minutes fifty (50) seconds East a distance of two hundred eighty and sixty-six hundredths (280.66) feet to Monarch Alley and the place of BEGINNING.

EXHIBIT "A"

MONARCH MILLS LLC

600 N. Hartley Street

York, Pa. 17404

UNIT INVENTORY

Parking:

100 Spaces lower level with entrance off Maryland Ave.

Floor Sizes:

	<u>Gross</u>	<u>Office Space (Leaseable/Saleable)</u>
First Floor Offices	19,817 sq.ft.	19,817 sq.ft.
Second Floor Condos	20,705 sq.ft.	
Third Floor Condos	12,895 sq.ft.	
Total	53,417 sq.ft.	

Product Size and Mix

<u>Office Number</u>	<u>Size in sq.ft.</u>	<u>Common Interest</u>	<u>Votes</u>
110	2842	5.29%	529
120	1498	2.79%	279
130	2724	5.07%	507
140	2959	5.51%	551
150	4271	7.95%	795
160	2049	3.82%	382
170	3474	6.47%	647

<u>Apartment Number</u>	<u>Size in sq.ft.</u>		
203	1075	2.00%	200
204	1075	2.00%	200
205	1078	2.01%	201
206	1015	1.89%	189
207	1010	1.88%	188
208	1078	2.01%	201
209	1073	2.00%	200
210	833	1.55%	155
211	1327	2.47%	247
212	1226	2.28%	228
213	1397	2.60%	260
214	1341	2.50%	250
215	1619	3.01%	301
216	1622	3.02%	302
217	1352	2.52%	252
218	1352	2.52%	252

Monarch Mills Inventory Continued

<u>Apartment Number</u>		<u>Size in sq.ft.</u>		
219		1232	2.29%	229
302		1306	2.43%	243
303		1279	2.38%	238
304		1276	2.38%	238
305		1215	2.26%	226
306		1212	2.26%	226
307		1276	2.38%	238
308		1277	2.38%	238
309		1075	2.00%	200
310		1547	2.88%	288
311		1432	2.67%	267
Total		53417	99.46%	9947

a:unit inventory (updated as of 8-17-06)

Due to rounding some totals may not equal 100%

All information deemed accurate but not guaranteed.