

DECLARATION OF COVENANTS, CONDITIONS, CONSERVATION EASEMENT AND
RESTRICTIONS FOR ASLAN HEIGHTS HOMEOWNERS' ASSOCIATION

ARTICLE I - DECLARATION

THIS DECLARATION, made this 2nd day of October 1996, by JAMES E. CRAFT, trading and doing business as SUSQUEHANNA LAND COMPANY, of York County, Pennsylvania, hereinafter referred to as "Declarant" or "Developer".

WHEREAS, Declarant is the Owner and Developer of certain tracts of real property located in Manchester Township, York County, Pennsylvania, (which includes "Wetland Areas"), consisting of lots described on certain Final Subdivision Plans of Developer known as ASLAN HEIGHTS as recorded in the Recorder of Deeds Office, in and for York County, Pennsylvania.

IT BEING the same premises which C F R Development, Inc., a Pennsylvania Corporation, by it's deed dated December 19, 1995, recorded in York County Deed Book 1248, page 1071, and J.R.W., Inc., a Pennsylvania Corporation, by it's deed dated April 8, 1996, recorded in York County Deed Book 1258, page 4102, granted and conveyed to Declarant.

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title, or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE II - NAME

2.01 The name of the Association is the ASLAN HEIGHTS HOMEOWNERS' ASSOCIATION.

2.02 The registered office of the ASSOCIATION shall be located in Newberry Township, PA (Post Office Box #8, York Haven, PA 17370) or at such other place within the Commonwealth of Pennsylvania as the Board of Directors may from time to time determine.

ARTICLE III - DEFINITIONS

3.01 "ASSOCIATION" shall mean and refer to the ASLAN HEIGHTS HOMEOWNERS' ASSOCIATION, its successors and assigns.

3.02 "BOARD" shall mean and refer to the Board of Directors of the ASSOCIATION.

3.03 "HOMEBUILDER(s)" shall mean and refer to persons and/or firms engaged in the business of construction of single family homes who has purchased, or contracted to purchase, Lots in the Development, and has been designated by Declarant as an authorized "HOMEBUILDER".

3.04 "COMMON AREAS" shall mean and refer to those Lots and areas of land as finally shown in the most recently revised and recorded subdivision plans applicable to the Property as Wetland Areas; storm water management easements and basins; concrete sidewalks, now or hereafter required by Manchester Township, along any Lot owned by the ASSOCIATION or that is not required by any other Lot owner; and such other areas which are intended to be maintained by, and which are conveyed to, the ASSOCIATION in fee simple.

Amended 2-19-97, Amendment 1

3.05 "COVENANTS" shall mean and refer to these Covenants, Conditions, Conservation Easement and Restrictions.

3.06 "DEVELOPER or DECLARANT" shall mean and refer to JAMES E. CRAFT, his heirs and assigns.

3.07 "DEVELOPMENT" shall refer to the single-family lots in ASLAN HEIGHTS in Manchester Township, York County, Pennsylvania.

3.08 "LOT" shall mean and refer to any plot or parcel of land shown on the plans, except those parcels (i) containing sewage pumping stations which will be deeded to Manchester Township, (ii) streets dedicated to and adopted by Manchester Township, and (iii) those parcels defined as Common Areas herein.

3.09 "OWNER" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties described above, including individuals having any interest under the terms of an installment sale agreement, but excluding the Developer, and those having such interest merely as security for the performance of an obligation.

3.10 "PROPERTY" shall mean and refer to that certain real property as described in ARTICLE I, plus any real property which may be added to the Development, made subject to, and brought within the jurisdiction of, the ASSOCIATION and these Covenants.

3.11 "WETLAND AREA" shall mean and refer to "Waters of the United States Army Corps of Engineers ("ACOE") as defined in 33 CFR 230 et seq, which are subject to a Conservation Easement as more fully described in ARTICLE XIV of these Covenants.

ARTICLE IV - MEMBERSHIP AND VOTING RIGHTS

4.01 Membership. Declarant and every Owner of a Lot shall be a member of the ASSOCIATION. Membership shall be appurtenant to and may not be separated from ownership of a Lot.

4.02 Classes of Voting Membership. The ASSOCIATION shall have two classes of voting membership:

A. Class A Membership. Class A Members shall be all Owners with the exception of the Declarant (only until such time as the Class B Membership is extinguished), and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot. A successor Declarant shall be a Class A member of the ASSOCIATION.

B. Class B Membership. The Class B member shall be the Declarant and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease to exist, subject to revival upon additional land being annexed to the Property pursuant to this Declaration, and be converted to Class A Membership on the happening of the first of the following to occur:

1. When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership,

2. December 31, 2002.

ARTICLE V - MEETINGS OF MEMBERS

5.01 ANNUAL MEETINGS. The first annual meeting of the members shall be held within one year from the date of formation of the ASSOCIATION. Subsequent regular annual meetings of the members shall be held at such time as the Board of Directors shall direct, but in no event less than annually.

5.02 SPECIAL MEETINGS. Special meetings of the members may be called at any time by the President or the Board of Directors, or upon the written request of one-fourth (1/4) of all members entitled to vote without regard to class of membership

5.03 NOTICE OF MEETING. Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by hand delivering or mailing a copy of such notice, postage prepaid, not less than ten (10) nor more than thirty (30) days in advance of the meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the ASSOCIATION or supplied by such member to the ASSOCIATION for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and in the case of a special meeting, the purpose of the meeting.

5.04 QUORUM. The presence at the meeting of members, or proxies entitled to cast fifty percent (50%) of all votes shall constitute the quorum for any action except as otherwise provided in these Covenants. If, however, such quorum shall not be present or represented at any

meeting, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than thirty (30) days following the preceding meeting.

Amended 9-30-15, Amendment 2

5.05 PROXIES. At all meetings of members, each member may vote in person or by proxy. Proxies shall be in writing and filed with the Secretary forty-eight (48) hours in advance of the meeting. Every proxy shall be revocable and shall automatically cease on conveyance by the Member of his Lot.

Amended 7-7-15, Amendment 3

ARTICLE VI - BOARD OF DIRECTORS

6.01 NUMBER OF DIRECTORS. The affairs of this ASSOCIATION shall be managed by a Board of no fewer than three (3), nor more than five (5), directors subject to the following limitations:

Amended 7-7-15, Amendment 3

A. Upon the sale of 25% of the lots in the Development, at least one (1) member of the Board of Directors shall be a member of the ASSOCIATION (other than the Developer);

B. Upon the sale of 75% of the lots in the Development, all of the members of the Board of Directors shall be members of the ASSOCIATION, which may include the Developer.

6.02 TERM OF OFFICE. The Directors of the ASSOCIATION shall be divided into three (3) classes: Class I, Class II and Class III. Each Class shall be as nearly equal in number as possible. If the number of Class I, Class II, or Class III Directors is fixed for any term of office, it shall not be increased during that term, except by a majority vote of the Board of Directors. Except for the initial Board of Directors, the term of office of each Class shall be three (3) years; provided, however, that the term of office of the initial Class I Director(s) shall expire at the first annual election of Directors by the members of the ASSOCIATION; the term of office of the initial Class II Director(s) shall expire at the second annual election of Directors by the members of the ASSOCIATION; and the term of office of the initial Class III Director(s) shall expire at the third annual election of Directors by the members of the ASSOCIATION, so that, after the expiration of each such initial term, the terms of office of one class of Directors shall expire each year when their respective successors have been duly elected by the members and qualified. At each annual election of Directors by the members of the ASSOCIATION, the Director(s) chosen to succeed those whose terms then expire shall be identified as being of the same class as the Director(s) they succeed.

6.03 REMOVAL. Any Director may be removed from the Board, with or without cause, by a two-thirds (2/3) majority vote of the members of the ASSOCIATION. In the event of death, resignation or removal of a

Director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

6.04 COMPENSATION. No Director shall receive compensation for any service he renders to the ASSOCIATION. However, any Director may be reimbursed for actual expenses incurred in the performance of his duties.

Amended 9-30-15, Amendment 2

6.05 UNANIMOUS CONSENT OF DIRECTORS. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all of the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

Amended 9-30-15, Amendment 2

ARTICLE VII - NOMINATION AND ELECTION OF DIRECTORS

7.01 INITIAL BOARD OF DIRECTORS. The Declarant shall appoint two (2) persons to serve as Class I and Class II Directors with himself as the initial Class III Director upon recording of these Covenants.

7.02 NOMINATION. Nomination for election to the Board of Directors shall be made by a Nominating Committee comprised of two or more Owners appointed by the Board. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall make as many nominations for election to the Board as the number of vacancies that are to be filled. Such nominations may be made from among members or non-members, subject to the limitations of Article IV.

7.03 ELECTION. Upon request of one member of the ASSOCIATION, election to the Board of Directors shall be by secret written ballot. At such election, the members or their proxies may vote, in respect to each vacancy, as many votes as they are entitled to exercise. The person(s) receiving the largest number of votes shall be elected. Cumulative voting shall not be permitted.

VIII - MEETING OF DIRECTORS

8.01 REGULAR MEETINGS. Regular meetings of the Board of Directors shall be held at such place, day and hour as may be fixed from time to time by resolution of the Board.

8.02 SPECIAL MEETINGS. Special meetings of the Board of Directors shall be held when called by the President of the ASSOCIATION or by any one Director, after not less than three (3) days notice to each Director. Notice need not be given in writing.

8.03 QUORUM. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE IX - POWERS AND DUTIES OF THE BOARD OF DIRECTORS

9.01 POWERS. The Board of Directors shall have the power to:

A. Suspend the voting rights of a Member during any period in which such Member shall be in default in payment of any assessment levied by the ASSOCIATION. Such rights may also be suspended after notice and hearing for a period not to exceed sixty (60) days for any infraction of published rules and regulations;

B. Exercise for the ASSOCIATION all powers and duties and authority vested in or delegated to this ASSOCIATION and not reserved to the Membership by other provisions of these Covenants;

C. Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors without cause shown; and

D. Employ independent contractors or employees as they deem necessary and to prescribe their duties.

9.02 DUTIES. It shall be the duty of the Board of Directors to:

A. Cause to be kept a complete record of all acts and ASSOCIATION affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A Members who are entitled to vote;

B. Supervise all officers, agents and employees of the ASSOCIATION and to see that their duties are properly performed;

C. To manage the ASSOCIATION, including but not limited to the following duties:

1. Fix the amount of the annual assessment against each lot, and send written notice of such assessment, during the first quarter of each year;

2. Foreclose the lien against any property for which assessments are not paid within thirty (30) days after the due date, or to bring an action at law against the Owner personally obligated to pay the same.

D. Issue, or cause an appropriate officer to issue, on demand by any person, a certificate setting forth whether or not the assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of payment;

E. Cause all officers or employees having fiscal responsibility to be bonded, as, and if, it deems appropriate;

F. Manage, maintain and care for the COMMON AREAS;

G. Enter into contracts on behalf of the ASSOCIATION for all purposes set forth herein;

H. Establish and enforce such rules and regulations for the ASSOCIATION from time to time;

I. Enforce the Covenants.

J. Maintain such policies of insurance on the Common Areas as the Board deems necessary or desirable in furthering the purposes and protecting the interest of the ASSOCIATION and its members.

K. Pay property taxes and other charges assessed against the Common Areas.

ARTICLE X - OFFICERS

10.01 IDENTIFICATION OF OFFICERS. The officers of this ASSOCIATION shall be the President and Vice-President, who shall at all times be members of the Board of Directors, a Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution create.

Amended 9-30-15, Amendment 2

10.02 ELECTION OF OFFICERS. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

10.03 TERM. The officers of the ASSOCIATION shall be elected annually by the Board and shall hold office until his/her successor is elected, unless he/she shall sooner resign, or shall be removed or otherwise disqualified to serve.

10.04 SPECIAL APPOINTMENTS. The Board may elect such other officers as the affairs of the ASSOCIATION may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

10.05 RESIGNATION AND REMOVAL. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any time later specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

10.06 VACANCIES. A vacancy in any office may be filled by appointment of the Board. The officer appointed to such a vacancy shall serve for the remainder of the term of the officer he replaces.

10.07 MULTIPLE OFFICES. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any other office except in the case of special offices created pursuant to Paragraph 10.04 of this Article.

Amended 9-30-15, Amendment 2

10.08 DUTIES. Duties of the officers shall be as follows:

A. The President shall preside at all meetings of the members and the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds, promissory notes and any other written instruments;

B. The Vice-President shall act in the place and stead of the President in the event of his absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board of Directors;

C. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the members and of the Board; serve notice of meetings of the Members and of the Board; keep appropriate current records showing the Members of the ASSOCIATION together with their addresses; and shall perform such other duties as required by the Board of Directors;

Amended 9-30-15, Amendment 2

D. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the ASSOCIATION and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the ASSOCIATION; keep proper books of account; cause an annual audit of the ASSOCIATION books to be made at the completion of each fiscal year by such person or persons as the Board may deem appropriate; shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its annual meeting.

Amended 9-30-15, Amendment 2

ARTICLE XI - COVENANT FOR ASSESSMENTS

11.01 CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. The Owners for each Lot owned hereby covenant, and each Owner by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the ASSOCIATION an annual assessment or charge, and any special assessments or charges, such assessments to be established and collected as hereinafter provided.

With respect to each Lot, such assessments shall commence to be due upon conveyance of a Lot to an Owner from Declarant. Declarant, or a Homebuilder designated by Declarant, shall not be obligated to pay either annual or special assessments as to Lots to which he holds

record of title. Homebuilder's exemption shall only apply until home is occupied, or for one (1) year after purchase of Lot, whichever occurs first. The annual and special assessments, together with costs of collection, including interest, court costs and attorneys' fees, shall be a charge and lien on the Lot and shall be a continuing lien upon the Lot against which each such assessment is made, as more particularly set forth in Paragraph 11.07 of this Article XI. Each assessment, together with costs of collection, as aforesaid, shall also be the personal obligation of the Owner of such Lot at the time when such assessment falls due.

11.02 PURPOSE OF ASSESSMENT. The assessments levied by the ASSOCIATION shall be used for the following purposes:

A. To pay taxes and other governmental charges and assessments on the Common Areas.

B. To promote the health and welfare of, and provide recreation for, the residents of the Lots.

C. For the use, improvement, maintenance, repair, and replacement of the Common Areas.

D. To pay all administrative, managerial, legal, insurance and any other costs and expenses incurred by the ASSOCIATION in the operation of the ASSOCIATION.

E. To provide an adequate reserve for maintenance, repair and replacement of the Common Areas and any improvements situate thereon.

11.03 MAXIMUM ANNUAL ASSESSMENT.

A. Until January 1 of the year immediately following the first Annual Meeting of the Owners, the maximum annual assessment shall be One Hundred Twenty (\$120.00) Dollars per Lot per year, which shall be payable annually.

B. From and after January 1 of the year immediately following the first Annual Meeting of the Owners, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year by the Board without a vote of the Membership.

C. From and after January 1 of the year immediately following the first Annual Meeting of the Owners, the maximum annual assessment may be increased above ten percent (10%) over the maximum annual assessment for the preceding year by a vote of two-thirds (2/3) of each class of Members who are entitled to vote.

D. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum annual assessment, which shall be payable semi-annually or annually as determined by the Board.

11.04 SPECIAL ASSESSMENTS. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for such purposes as the Board of Directors may deem appropriate, provided that any such special assessment shall have been approved by the assent of a two-thirds (2/3) majority of votes of members who are entitled to vote at a meeting called for this purpose.

11.05 UNIFORM RATE OF ASSESSMENT. Both annual and special assessments must be fixed at a uniform rate for all Lots except as noted in Paragraph 11.01 of Article XI.

11.06 DATE OF COMMENCEMENT OF ANNUAL ASSESSMENT DUE DATES. The initial annual assessment (\$120) provided for herein shall commence to be due from each Owner upon conveyance of a Lot to an Owner, other than a Homebuilder designated by the Declarant. The first annual assessment shall be adjusted according to the number of months, or part thereof, remaining in the calendar year. The Board shall fix the amount of subsequent annual assessments against each Lot and send written notice to each Owner subject thereto during the first quarter of each year; but failure to send such notice shall not affect the validity of any assessment. The due dates shall be established by the Board.

11.07 EFFECT OF NONPAYMENT OF ASSESSMENT - REMEDIES OF THE ASSOCIATION. Any assessment not paid within thirty (30) days after the due date shall be subject to a late charge of ten percent (10%), provided the late charge may not be imposed more than once for the same delinquent payment, plus interest at the rate of six (6) percent. If any assessment has not been paid within thirty (30) days of its due date, each Owner, by acceptance of a deed for a Lot, also authorizes any attorney admitted to practice before any court of record in the United States to appear on behalf of the ASSOCIATION in any such court in one or more proceedings, or before any clerk thereof, and to confess judgment against such Owner, without prior notice or opportunity for prior hearing, in favor of the ASSOCIATION for the full amount of such unpaid assessments (including all interest, penalties, fees and court costs) plus attorney's fees. Each Owner consents to the jurisdiction of and agrees that venue shall be proper in the Court of Common Pleas or the District Justice Court of the Commonwealth of Pennsylvania. Each Owner waives the benefit of any and every statute, ordinance or rule of court which may be lawfully waived, conferring upon an Owner any right or privilege of exemption, stay of execution or supplementary proceedings, or other relief from the enforcement or immediate enforcement of a judgment or related proceedings on a judgment. The authority and power to appear for the ASSOCIATION and enter judgment against an Owner shall not be exhausted by one or more exercises thereof, or by any imperfect exercise thereof, and shall not be extinguished by any judgment entered pursuant thereto. Such authority and power may be exercised on one or more occasions from time to time, in the same or different jurisdictions, as often as the ASSOCIATION shall deem necessary or advisable until all assessments have been paid

in full. No Owner may waive or otherwise excuse liability for the assessments provided for herein by non-use or abandonment of his/her Lot.

11.08 SUBORDINATION OF LIEN TO MORTGAGE. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien.

ARTICLE XII - ARCHITECTURAL STANDARDS

12.01 CREATION. There shall be an architectural committee (referred to as the "Architectural Standards Committee" or "Committee") for the Lots. The Committee shall have a minimum of three (3) members, each of whom shall serve as such until the earlier to occur of his/her resignation from the Committee, or his/her replacement pursuant to the following provisions of this Article XII by the Declarant or the Board.

The Declarant shall have the exclusive right from time to time to designate and replace the members of the Committee until the later to occur of (i) December 31, 2001, or (ii) the conveyance of record by the Declarant to one or more persons of the title to at least ninety percent (90%) of the lots. Thereafter the Board shall have the exclusive right to designate and replace the members of the Committee who will serve at the pleasure of the Board.

Amended 7-7-15, Amendment 3

12.02 APPROVAL.

A. Subject to the operation and effect of the provisions of Article XI, paragraph 11.02, and except for any improvements by Declarant, no improvement(s) or structure of any kind whatsoever shall be constructed, reconstructed, placed, maintained or modified (other than exterior repainting in the same color as the existing color, upon prior written approval of the Board, and interior painting or other modifications not visible from or affecting the exterior of the dwelling), and no landscaping on a Lot shall be altered, unless such action and such improvement has been approved expressly and in writing by the Committee, which shall have the absolute right to refuse to grant such approval for aesthetic or other reasonable cause, and to withhold such approval until plans and specifications, showing in reasonable detail the nature, kind, shape, height, materials, location and approximate costs of such improvement, have been submitted to and approved by the Committee expressly and in writing. In considering whether to grant such approval, the Committee may consider the suitability of such proposed improvement with relation to such Lot and the other Lots, and may base such consideration upon such, if any, information concerning the nature, kind, shape, heights, materials, location and approximate costs of such improvement as is furnished to the Committee, as aforesaid, all to the end that such improvement shall be in harmony with and have no adverse affect upon its immediate surroundings and the other Lots.

Amended 7-7-15, Amendment 3

B. If an Owner submits a written application to the Committee for approval, as aforesaid, and if the Committee has not disapproved in writing said application within sixty (60) days of receipt thereof, such approval shall thereupon be deemed to have been given.

Amended 7-7-15, Amendment 3

C. The affirmative vote of a majority of the members of the Committee shall be required for it to take any action; provided, that such majority may designate one member to act for it.

12.03 MINIMUM STANDARDS:

A. DIMENSIONS. Any home erected on a Lot shall have a minimum first, or ground floor area, outside dimensions, exclusive of garage, porch and storage areas, of eleven hundred (1100) sq ft.

Amended 2-19-97, Amendment 1

B. MATERIALS. Exterior of all structures shall be vinyl or wood horizontal siding, brick, split-rock or stone. Any other exterior building material must be approved in writing by the Committee. Exposed foundations shall be brick on the front and sides; plastered cement texture on the rear. Chimneys shall be masonry and finished with a veneer of brick, split-rock, or stone, or may be covered with siding.

Amended 2-19-97, Amendment 1

C. AUXILIARY BUILDINGS. Only one (1) auxiliary building is permitted on each Lot, must conform in material, roof and design to the dwelling and be approved in writing by the Committee.

D. ROOFS. All roofs are to be shingled; roof pitch of each structure shall be not less than four and one-half (4 1/2) inches to the foot, unless a written variance is received from the Committee.

Amended 7-7-15, Amendment 3

E. FENCES. No fence or wall (except a retaining wall) shall be erected in a front yard area; no fence or wall (except a retaining wall) shall be erected to a height of more than four (4) feet in any other yard area. Double frontage lots shall consist of two (2) front yards for purposes of fence or wall height.

Amended 2-19-97, Amendment 1 Amended 7-7-15, Amendment 3

F. OUTDOOR LIGHTING. The property owner of each Lot shall, at the time a dwelling is erected, install and thereafter maintain a pole light, controlled by a photocell, within three (3) feet of the front property line. A natural gas pole light that is illuminated at all times may be used.

Amended 7-7-15, Amendment 3

G. DRIVEWAY. A paved driveway shall be required for each Lot. If a garage is not erected on the Lot, a paved parking area shall be provided of sufficient size to accommodate two (2) vehicles.

H. WALKS. A walk, at least thirty (30) inches in width, constructed of poured in place concrete, shall be provided for pedestrian access from the street or driveway to the entry door(s) of each dwelling. Upon approval of the Committee, individual cement

blocks, architectural pavers or brick may be utilized in lieu of poured in place concrete.

I. SIDEWALKS. Poured-in place concrete sidewalks shall be installed in accordance with Manchester Township Construction and Material Specifications by the Owner, his heirs or assigns, within six (6) months after receipt of written notice from Manchester Township.

J. LAWNS. Each Owner shall keep his Lot mowed until such time as construction begins. As soon as the exterior of the building is substantially complete, the entire lot shall be fine graded and lawn seed sown and maintained so that lawn is established. At least two (2) shade trees and six (6) foundation shrubs shall be planted within six (6) months after the lawn is established. Lawns shall be kept mowed and lawns, trees and shrubs maintained to present a pleasing appearance at all times.

Amended 7-7-15, Amendment 3

K. COMPLETION. Exterior of all structures, driveways, walks and landscaping shall be fully completed within one (1) year of start of construction.

ARTICLE XIII - PROHIBITED USES AND NUISANCES

13.01 ITEMIZATION. Except for the activities of Declarant during original development:

A. Only dwelling houses as defined herein shall be used for residential purposes upon said Lots and no temporary or other structure of any kind shall at any time be used for residential purposes.

B. Said Lots, as hereinabove 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 are permitted by Manchester Township.

C. No building, fence, wall or other structure shall be commenced, erected or maintained, nor shall any addition to or change or alteration therein be made until the plans and specifications, showing the nature, floor plan, location and approximate cost of such structure and the grading plan of the Lot upon which such structure is to be built shall have been submitted to and approved in writing by the Committee, as hereinbefore defined. Approval or disapproval of said plans and specifications by the Committee shall be absolute and final.

Amended 7-7-15, Amendment 3

D. No billboards, signboards, or other advertising contrivance or medium shall be erected or maintained on any Lot except such signs as are reasonable in size and appearance and are for the purpose of advertising the sale or rental of the premises upon which they are erected.

Amended 7-7-15, Amendment 3

E. No poultry, cattle, hogs or other livestock shall be kept or maintained upon said premises. Domestic animals are acceptable, if permitted by and maintained within Manchester Township regulations.

F. All Lots 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 Lot Owners or the residents of the Property.

G. These Covenants shall apply to all Lots shown on the aforesaid subdivision plans 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.

H. Real estate sales, management and/or construction offices may, with the consent and approval of Declarant, be erected, maintained and operated on any part of the property and/or in any dwelling house now or hereafter erected on any Lot, provided such offices are solely used or operated in connection with the development of the property or the building of structures on the Lots, or the management, rental or sale of any part of the Lots, 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 Article without the 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 Article unless instrument signed by Declarant, expressly granting such right, has been recorded in the York County Office of the Recorder of Deeds.

I. No Lot shall be divided or subdivided and no portion of any Lot (other than the entire Lot) shall be transferred or conveyed for any purpose, unless an application containing a proposed plat of the Lot(s) detailing the proposed subdivision or conveyance has been submitted to and approved in writing by Declarant, such approval to be granted (or withheld) in Declarant's sole discretion, until the Class B membership is extinguished. Thereafter, the Board shall have this exclusive right reserved for Declarant. The provisions of this subsection shall not apply to Declarant and, further, the provisions hereof shall not be construed to prohibit the granting of any easement or right-of-way to any municipality, political subdivision, public utility or other public body or authority, or to the ASSOCIATION, Declarant or any other person for any purpose.

J. All excess fill from home construction shall be required to be dumped in such area(s) as indicated by Declarant.

K. No unlicensed, uninspected, or unregistered motor vehicle may be maintained, or kept on any Lot of the Property.

L. Outdoor drying of clothing is not permitted except during daylight hours and then only upon an umbrella type clothes pole.

M. Above ground pools are prohibited except kiddie pools less than eighteen (18) inches high and less than sixty (60) sq ft in area.

Amended 9-30-15, Amendment 2

N. Vehicles may not be parked at any place on the Property except on the driveway or in a garage. Parking of boats, large commercial trucks, buses, motorhomes or similar vehicles on the Property or on the public streets of the Property is prohibited, except for loading and unloading.

Amended 7-7-15, Amendment 3

O. Outside burning or open fires of any type are prohibited.

Amended 9-30-15, Amendment 2

P. Mobile homes and/or trailers are prohibited.

Q. No above ground gas or fuel oil storage tanks which are not enclosed in an approved building are permitted.

R. Outside antennas of any kind and satellite dishes exceeding twenty (20) inches in diameter are prohibited.

Amended 9-30-15, Amendment 2

Subsection S Added 7-7-15, Amendment 3

13.02 RIGHTS OF THE ASSOCIATION TO REMOVE OR CORRECT A VIOLATION OF THIS ARTICLE.

A. The ASSOCIATION may, in the interest of the general welfare of all the Owners of the Lots and after reasonable notice to the Owner, enter upon any Lot at reasonable hours on any day for the purpose of removing or correcting any violation or breach or any attempted violation of any of the covenants and restrictions contained in this Article, or for the purpose of abating anything herein defined as a prohibited use or nuisance; provided, however, that no such action shall be taken without a resolution of the Board.

B. In lieu of the action as set forth in 13.02A of this Article, the Board may, in its sole discretion, after reasonable notice to the Owner, impose a fine of not more than ten dollars (\$10) per day against the Owner for violation or breach of any of the covenants and restrictions contained in this Article; said fine to be construed as an additional Annual Assessment, not subject to the Maximum Annual Assessment provisions of Article XI.

C. The ASSOCIATION is charged with the enforcement of the Covenants, including the filing of actions with the Court of Common Pleas or District Justice. Any person fined under the provisions of this Article XIII shall be responsible for all court costs and reasonable attorney fees incurred by the ASSOCIATION in enforcing the Covenants.

13.03 DECLARANT'S EXEMPTION. During the period of development, construction and marketing, the Declarant, and Homebuilder(s) designated by Declarant, shall be exempt from the provisions of this Article XIII.

ARTICLE XIV - EASEMENTS

14.01 CONSERVATION EASEMENT. Except for the improvements to the "Wetland Area" as authorized by ACOE Permit Number 96-00669-7, the following activities shall be prohibited within the said "Wetland Area":

A. Construct, place, preserve, maintain in a particular condition, alter, remove or decorate buildings, roads, signs, billboards or other advertising, or structures on or above the ground.

B. Dump or place soil or other substance or material as landfill, or dumping or placing of trash, waste or other materials.

C. Excavate, dredge or remove loam, peat, gravel, soil, rock or other material substance in a manner as to affect the surface or otherwise alter the topography of the area.

D. Remove or destroy trees, shrubs or other vegetation.

E. Engage in any surface use except for purposes of preserving the water or land areas or the improvements or appurtenance thereto.

F. Engage in any activities affecting drainage such as utility lines, flood control, water conservation, erosion control, soil conservation, or fish or wildlife habitat preservation.

G. Discharge any dredge or fill material on any part of said "Wetland Area".

14.02 COVENANTS. The provisions of Paragraph 14.01 shall be deemed to be covenants running with and binding the land comprising the Property and unless terminated by the Army Corps of Engineers or other agency which has the legal authority to enforce this Covenant, shall continue in perpetuity. This Covenant is not created for the benefit of any dominant tract of land, and the provisions of this Covenant shall only be enforceable by the Army Corps of Engineers or other agency of the Federal government which has the legal authority or right to enforce this Covenant, and/or the ASSOCIATION.

XV - AMENDMENTS

15.01 These Covenants, except for the provisions of Article XIV, may be amended at a regular or special meeting of the Members, by a two-third (2/3) vote of all the Members, in person or by proxy, of the ASSOCIATION who are eligible to vote, except that the Federal Housing Administration, the Veterans' Administration, or the Federal National Mortgage Association shall have the right to veto amendments while there is a Class B Membership.

XVI - MISCELLANEOUS

16.01 It is intended that these Covenants and the formation and operation of the ASSOCIATION as set forth herein shall comply with all requirements of the Federal Housing Administration (FHA), the Veterans' Administration (VA), and the Federal National Mortgage Association (FNMA). In the event it is necessary to modify or alter any Covenant set forth herein, said amendment shall be made by the Board of Directors and each Member shall have deemed to have agreed to said amendment. Said amendment need not be made pursuant to the terms of Article XV herein, but notice of such action shall be supplied to all Members at the next annual meeting.

IN WITNESS WHEREOF, the undersigned being the DECLARANT herein, has hereunto set his hand and seal this 2nd day of October, 1996.

SUSQUEHANNA LAND COMPANY

Witness:

Melissa J. Pankus

BY:

James E. Craft
James E. Craft

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF YORK :

On this, the 2nd day of October, 1996, before me, the undersigned officer, personally appeared James E. Craft, known to me to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

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

Susan Beveridge
Notarial Seal
Susan Beveridge, Notary Public
Newberry Twp., York County
My Commission Expires May 18, 1998
Member, Pennsylvania Association of Notaries

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

RECORDER OF DEEDS
YORK COUNTY
PENNSYLVANIA
INSTRUMENT NUMBER
1996058586
RECORDED ON
Oct 02, 1996
12:50:51 PM
RECORDING FEES \$39.00
STATE WRIT TAX \$0.50
TOTAL \$39.50



[Signature]
Recorder of Deeds

AMENDMENT NUMBER 1
TO
DECLARATION OF COVENANTS, CONDITIONS, CONSERVATION EASEMENT AND
RESTRICTIONS FOR ASLAN HEIGHTS HOMEOWNERS' ASSOCIATION

WHEREAS, JAMES E. CRAFT is the sole Owner and Developer of certain tracts of real property located in Manchester Township, York County, Pennsylvania, consisting of lots described on certain Final Subdivision Plans of Developer known as ASLAN HEIGHTS as recorded in the Recorder of Deeds Office, in and for York County, Pennsylvania.

IT BEING the same premises which C F R Development, Inc., a Pennsylvania Corporation, by it's deed dated December 19, 1995, recorded in York County Deed Book 1248, page 1071, and J.R.W., Inc., a Pennsylvania Corporation, by it's deed dated April 8, 1996, recorded in York County Deed Book 1258, page 4102, granted and conveyed to Declarant.

A Declaration of Covenants, Conditions, Conservation Easement and Restrictions for Aslan Heights Homeowners' Association was recorded in the office of the York County Recorder of Deeds on October 2, 1996 in Book 1273, Page 8675.

This Amendment #1 is to correct the following ARTICLES and SECTIONS in the aforesaid Covenants:

ARTICLE III - DEFINITIONS

SECTION 3.04 COMMON AREAS

This section is amended to read as follows:

3.04 "COMMON AREAS" shall mean and refer to those Lots and areas of land as finally shown in the most recently revised and recorded subdivision plans applicable to the Property as Wetland Areas; storm water management easements and basins; concrete sidewalks, now or hereafter required by Manchester Township (1) along any Lot owned by the ASSOCIATION, more specifically described as Lot #27 of ASLAN HEIGHTS Plan, Lots #52 and #52A of ASLAN HEIGHTS PHASE IA Plan, Lots #174, #175A, #175B, #175C, #175D and #175E of ASLAN HEIGHTS PHASE II Plan, (2) along south side of Aslan Drive along properties N/F of (a) Linda K. Huggins and (b) Earl L. Lucabaugh, (3) along Narnia Drive along properties N/F of (a) Gary Wesner (Ashton Green Subdivision), (b) Curvin L. & Ina Jean Eisenhart, and (c) Bruce D. & Terri J. Grove, (3) along any street of the Development where another lot owner is not responsible for sidewalks; and such other areas which are intended to be maintained by, and which are conveyed to, the ASSOCIATION in fee simple.

ARTICLE XII - ARCHITECTURAL STANDARDS

SECTION 12.03 MINIMUM STANDARDS

The following paragraphs are amended to read as follows:

A. DIMENSIONS. Any home erected on a Lot shall have a minimum floor area, outside dimensions, exclusive of garage, porch and storage areas, of eleven hundred (1100) sq ft.

B. MATERIALS. Exterior of all structures shall be vinyl or wood horizontal siding, brick, split-rock or stone. Any other exterior building material must be approved in writing by the Committee. Exposed foundations shall be brick on the front; plastered cement texture may be used on the rear and sides. Buildings erected on double frontage lots shall be considered to have two (2) fronts. Chimneys shall be masonry and finished with a veneer of brick, split-rock, or stone, or may be covered with siding to match the dwelling.

C. FENCES. No fence or wall (except a retaining wall) shall be erected in a front yard area; no fence or wall (except a retaining wall) shall be erected to a height of more than four (4) feet in any other yard area, except that a fence with a height not exceeding six (6) feet may be erected around an in-ground swimming pool upon written approval of the Committee. Double frontage lots shall consist of two (2) front yards for purposes of fence or wall height.

IN WITNESS WHEREOF, the undersigned being the sole Owner herein, has hereunto set his hand and seal this 19th day of February, 1997.

SUSQUEHANNA LAND COMPANY

Witness:

Susan Beveridge

BY:

James E. Craft
James E. Craft

COMMONWEALTH OF PENNSYLVANIA :

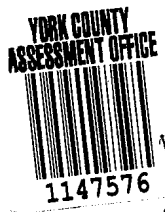
: SS

COUNTY OF YORK :

On this, the 19th day of February, 1997, before me, the undersigned officer, personally appeared James E. Craft, known to me to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

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

Notarial Seal
Susan Beveridge, Notary Public
Susquehanna County, York County



199P

Amdt
45230

Aslan Heights Homeowners' Association Inc.

R-E

This Declaration dated September 30, 2015 is the second Amendment to the Declaration of Covenants, Conditions, Conservation Easement and Restrictions for Aslan Heights Homeowners' Association Incorporated.

1273-8675

MP
ZH

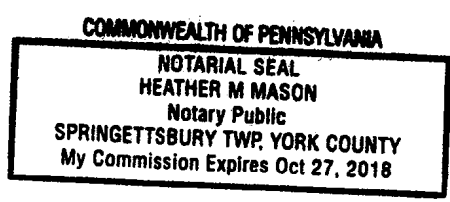
Dianne Schwartz

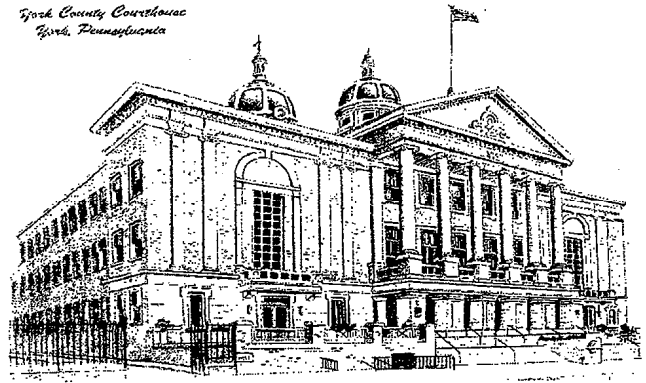
Dianne Schwartz

Secretary of the Aslan Heights Homeowners' Association Inc.

Commonwealth of Pennsylvania
County of York
On this, the 30th day of October, 2015, before me
Heather M Mason the undersigned officer, personally
appeared Dianne Schwartz known to
me (or satisfactorily proven) to be the person whose name
subscribed to the within instrument, and acknowledged that
she executed the same for the purposes therein contained.

In Witness whereof, I hereunto set my hand and official seal
Heather M Mason
Notary Public





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

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

Instrument Number - 2015045230
Recorded On 10/6/2015 At 3:24:41 PM

Book - 2340 Starting Page - 5806
* Total Pages - 8

* Instrument Type - AMENDMENT OF DECLARATION

Invoice Number - 1158506

* Grantor - ASLAN HEIGHTS HOMEOWNERS ASSOCIATION INC

* Grantee - ASLAN HEIGHTS HOMEOWNERS ASSOCIATION INC

User - JMR

* Received By: COUNTER

* Customer - DIANNE SCHWARTZ

*** FEES**

STATE WRIT TAX	\$0.50
RECORDING FEES	\$19.00
PIN NUMBER FEES	\$1,990.00
COUNTY ARCHIVES FEE	\$2.00
ROD ARCHIVES FEE	\$3.00
TOTAL PAID	\$2,014.50

PARCEL IDENTIFICATION NUMBER

360001505020000000

360001505030000000

360001505040000000

360001505050000000

Total Parcels: 199

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

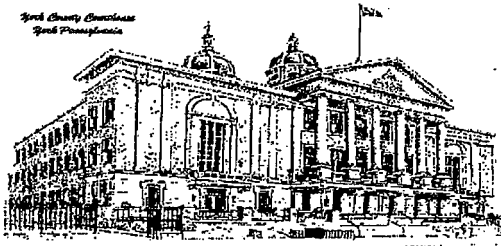
* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

Book: 2340 Page: 5813

The following are the voted changes to the Covenants for Aslan Heights Homeowners' Association Inc.

BOOK 2340 PAGE 5806

Covenant Identifier	Change
5.04 QUORUM	The presence at the meeting of members, or proxies entitled to cast twenty five percent (25%) of all votes shall constitute the quorum for any action except as otherwise provided in these Covenants. If, however, such quorum shall not be present or represented at any meeting, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than thirty (30) days following the preceding meeting.
6.04 COMPENSATION	Directors will not be required to pay annual assessments (as outlined in section XI) while they are actively serving on the board for each year served. Directors may be reimbursed for actual expenses incurred in the performance of his/her duties.
6.05 UNANIMOUS CONSENT OF DIRECTORS	The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written (traditional or verified electronic) approval of all of the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.
10.01 IDENTIFICATION OF OFFICERS	The officers of this Association shall be the President, Vice-President, Secretary and Treasurer, who shall at all times be members of the Board of Directors. The Board may from time to time create other officers by resolution as needed.
10.07 MULTIPLE OFFICES	The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any other office except in the case of special offices created pursuant to Paragraph 10.04 of this Article. A combined Secretary/Treasurer officer will count only as one vote when executing Board business.
10.08 DUTIES – Section C	The office of Secretary, due to the time commitments and actions required, shall be compensated.
10.08 DUTIES – Section D	The office of Treasurer, due to the time commitments and actions required, shall be compensated.
13.01 ITEMIZATION – Section L	Outdoor drying of clothing is not permitted except during daylight hours and then only upon an umbrella type clothes pole or retractable clothes line, located in the rear of the property.
13.01 ITEMIZATION – Section M	Above ground pools are prohibited except “kiddie pools” intended only for small children. Pools will be easily moveable, inflatable or collapse, do not support nor include a filtration system and are less than 24” high and less than sixty (60) square feet in area.
13.01 ITEMIZATION – Section O	Outside burning or open fires of any type that do not align with Township regulations are prohibited.
13.01 ITEMIZATION – Section R	Outside antennas and telecommunication devices are governed by the Telecommunications Act of 1996. Installation of any telecommunications device larger than 39” in diameter, or the minimum size allowed to be prohibited under Federal Law if larger than 39”, is prohibited.



Laura Shue
York County Recorder of Deeds
28 East Market Street, Suite 122
York, PA 17401-1590

York County UPI Certification
July 30th, 2025 By JV

PARCEL IDENTIFICATION NUMBER

360001505020000000
360001505030000000
360001505040000000
360001505050000000
Total Parcels: 197

Fees:

Recording Fee	\$13.00
Additional Names	\$0.00
Additional Page	\$62.00
County Archives	\$2.00
Archives ROD	\$3.00
Parcel Identification	\$3,940.00
Affordable Housing	\$0.00
State Writ Tax	\$0.50
Statement of Value	\$0.00
State JCS/Access to Justice	\$0.00
Blight Demolition Fund	\$0.00
Local RTT Tax	\$0.00
State RTT Tax	\$0.00

Total: \$4,020.50

***Document Type: DECLARATION-AMENDMENT**

Received as: eRecording

Clerk: Jlc

Rec'd From: CK809309 ASLAN HEIGHTS

Receipt #: 25-7222

***Grantor: ASLAN HEIGHTS HOMEOWNERS' ASSOCIATION**

***Grantee: ASLAN HEIGHTS HOMEOWNERS' ASSOCIATION**

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



Laura Shue
Recorder of Deeds

THIS IS A CERTIFICATION PAGE AND RECEIPT PAGE
PLEASE DO NOT DETACH
THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

****Information may change during the verification process and may not be reflected on this page.****

**THIRD AMENDMENT
TO DECLARATION OF COVENANTS, CONDITIONS, CONSERVATION
EASEMENT AND RESTRICTIONS FOR
ASLAN HEIGHTS HOMEOWNERS' ASSOCIATION
(Manchester Township)**

**THIRD AMENDMENT
TO DECLARATION OF COVENANTS, CONDITIONS, CONSERVATION
EASEMENT AND RESTRICTIONS FOR
ASLAN HEIGHTS HOMEOWNERS' ASSOCIATION
(Manchester Township)**

THIS THIRD AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, CONSERVATION EASEMENT AND RESTRICTIONS FOR ASLAN HEIGHTS HOMEOWNERS' ASSOCIATION is made this 7th day of July 2025 2025.

RECITALS

WHEREAS, the Declaration of Covenants, Conditions, Conservation Easement and Restrictions for Aslan Heights Homeowners' Association (hereafter the "Declaration") was recorded in the Office of the Recorder of Deeds for York County on October 2, 1996, at Book 1273, Page 8675;

WHEREAS, a First Amendment to the Declaration was recorded in the Office of the Recorder of Deeds for York County on February 19, 1997 at Book 1284, Page 791;

WHEREAS, a Second Amendment to the Declaration was recorded in the Office of the Recorder of Deeds for York County on October 6, 2015, at Book 2340, Page 5806; and

WHEREAS, at least two-thirds (2/3) of all Members who are eligible to vote, in person or by proxy, at a regular or special meeting of the Members, voted in favor of the amendments to the Declaration set forth herein.

NOW THEREFORE, pursuant to and in compliance with the Declaration, as previously amended, the Declaration is hereby further amended as follows:

I. Article V – Meetings of Members, is amended by adding a new section as follows:

Section 5.05 ELIGIBILITY TO VOTE. Any member who is not in good standing as defined by Section 5103 of the Uniform Planned Community Act shall not be entitled to vote on any matter concerning the Association.

II. Article VI – Board of Directors, Section 6.01, is renamed NUMBER OF DIRECTORS AND ELIGIBILITY and a new subsection is added at the end of the section as follows:

C. Directors must be members of the Association in good standing as defined by Section 5103 of the Uniform Planned Community Act at the time of election or appointment to said position and throughout their term of service as a Director.

III. Article XII – Architectural Standards, Section 12.01 Creation, is amended by deleting the second paragraph and inserting in its place the following language:

The Board shall have the exclusive right to designate and replace members of the Committee who will serve at the pleasure of the Board.

IV. Article XII – Architectural Standards, Section 12.02 Approval, Subsection A, is amended to read as follows:

- A. Subject to the operation and effect of the provisions of Article XI, Paragraph 11.02, and except for any improvements by Declarant, no improvement(s) or structure of any kind whatsoever shall be constructed, reconstructed, placed, or modified (other than (1) exterior repainting in the same color as the existing color, upon prior written approval of the Board, (2) interior painting or other modification not visible from or affecting the exterior of the dwelling, and (3) maintenance, updating, painting or changing doors, shutters or windows), unless such action and such improvement has been approved expressly and in writing by the Committee, which shall have the absolute right to refuse to grant approval for aesthetic or other reasonable cause, and to withhold such approval until plans and specifications, showing in reasonable detail the proposed improvement's nature, kind, shape, height, materials, location, approximate costs and such other detail as required by the Committee, have been submitted to and approved by the Committee. In considering whether to grant such approval, the Committee may consider the suitability of such proposed improvement with relation to such Lot and the other Lots, and may base such consideration upon such information, if any, as is furnished to the Committee as aforesaid, all to the end that such improvement shall be in harmony with and have no adverse effect upon its immediate surroundings and the other Lots.

V. Article XII – Architectural Standards, Section 12.02 Approval, Subsection B, is amended to read as follows:

- B. If an Owner submits a written application to the Committee for approval, as aforesaid, and if the Committee has not disapproved said application in writing within fourteen (14) business days of receipt thereof, then such approval shall thereupon be deemed to have been granted.

VI. Article XII – Architectural Standards, Section 12.03 Minimum Standards, Subsection D. ROOFS, is amended to read as follows:

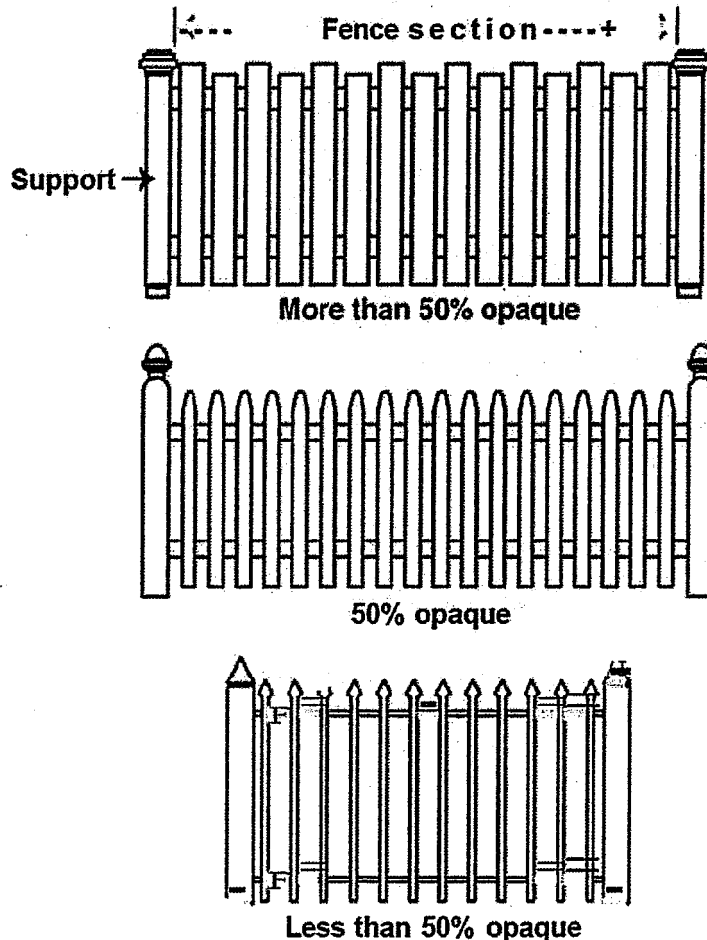
- D. All roofs are to be shingled (asphalt, metal, or composite), standing seam metal or other Board-approved materials; roof pitch shall be not less than four and one-half (4-1/2) inches to the foot, unless a written variance is received from the Committee.

VII. Article XII – Architectural Standards, Section 12.03 Minimum Standards, Subsection E. FENCES, is amended to read as follows:

E. No fence or wall (except a retaining wall) shall be erected in the front yard area; no fence exceeding fifty (50%) percent opacity or wall (except a retaining wall) shall be erected to a height of more than four(4) feet in any other yard area with the following exceptions: (1) fences less than fifty (50%) opacity are permitted to be erected to a height not exceeding six (6) feet upon prior written approval of the Committee; and (2) fences of any opacity with a height not exceeding six (6) feet may be erected around in-ground swimming pools, hot tubs, and small isolated areas upon prior written approval of the Committee. Double frontage lots shall consist of two (2) front yards for purposes of fence or wall height, unless a variance has been granted by Manchester Township.

Fence Opacity

Opacity (the degree to which light or views are blocked) is measured perpendicular to the fence for each fence section between supports.



VIII. Article XII – Architectural Standards, Section 12.03 Minimum Standards, Subsection F. OUTDOOR LIGHTING, is amended to read as follows:

F. The property owner of each Lot shall, at the time a dwelling is erected, install and thereafter maintain a pole light, controlled by a photocell, within three (3) feet of the front property line. Bulbs in the pole light shall be white or clear, with a minimum of 60 watts or equivalent, with a total of at least 800 lumens per pole light. A natural gas pole light that is illuminated at all times may be used.

IX. Article XII – Architectural Standards, Section 12.03 Minimum Standards, Subsection J. LAWNS, is amended to read as follows:

J. Each owner shall keep his Lot mowed until such time as construction begins. As soon as the exterior of the building is substantially complete, the entire lot shall be finely graded and lawn seed sown and maintained so that lawn is established. Lawns shall be kept mowed and lawns, trees, and shrubs maintained to present a pleasing appearance at all times.

X. Article XIII – Prohibited Uses and Nuisances, Section 13.01 Itemization, Subsection C, is amended to read as follows:

C. No building, fence, wall or other structure shall be commenced or erected, nor shall any addition to or change or alteration therein be made until the plans and specifications, showing the nature, floor plan, location, approximate cost of such structure, grading plan of the Lot upon which such structure is to be built, and such other detail as required by the Committee, shall have been submitted to and approved in writing by the Committee. The Committee's approval or denial of the requested addition, change or alteration shall be absolute and final.

XI. Article XIII – Prohibited Uses and Nuisances, Section 13.01 Itemization, Subsection D, is amended to read as follows:

D. No billboards, signboards, or other advertising contrivances or medium shall be erected or maintained on any Lot except such signs as are reasonable in size and appearance and are for the purpose of advertising the sale of the premises upon which they are placed.

XII. Article XIII – Prohibited Uses and Nuisances, Section 13.01 Itemization, Subsection N, is amended to read as follows:

N. Vehicles may not be parked at any place on the Property except on the driveway or in a garage. Parking of boats, large commercial trucks, buses, motorhomes or similar vehicles on the Property or on the public streets of the Property is prohibited, except for loading and unloading and in accordance with the Manchester Township Ordinance.

XIII. Article XIII – Prohibited Uses and Nuisances, Section 13.01 Itemization, a new Subsection S as added as follows:

S. All Lots must be occupied by at least one (1) owner at all times. Lots that are not occupied by at least one (1) owner as of the effective date of this amendment may continue as such until such time as title to the Lot transfers, by whatever means, after which that Lot must be occupied by at least one (1) owner.

The within amendment of the Declaration, as previously amended, is to be liberally applied and construed, and shall control over all contrary provisions, if any, of the Declaration, as previously amended.

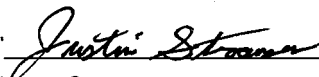
The within amendment of the Declaration shall become effective for all purposes when approved by at least two-thirds (2/3) of Members and recorded in the Office of the Recorder of Deeds for York County, Pennsylvania.

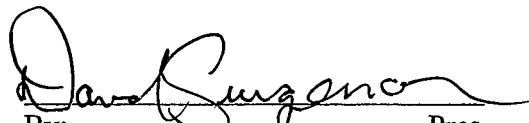
In all other respects, the Declaration, as previously amended and as amended hereby, is ratified and affirmed.

IN WITNESS WHEREOF, this Amendment to the Declaration is executed the day and year set forth above.

Attest:

ASLAN HEIGHTS HOMEOWNERS' ASSOC.


JUSTIN SPRAWSER, Sec'y.


By: DAVID Surgenor, Pres.