

**HEATHER LAKE HOMEOWNER'S ASSOCIATION
KEY POINTS OF THE COVENANTS AND RESTRICTIONS**

THIS LIST IS A VERY BRIEF OVERVIEW OF THE ASSOCIATION'S BUILDING AND LAND USE RESTRICTIONS . PLEASE REFER TO THE RECORDED COVENANTS AND RESTRICTIONS THAT RUN WITH THE LAND WHICH IS THE LEGAL AND BINDING INSTRUMENT FOR ALL MEMBERS OF THE ASSOCIATION.

1. No accessory building or structure may be erected without the prior written consent of the Board of Directors.
2. All permanent dwellings shall be completed within (1) year from the commencement of construction.
3. Garages must be attached to the dwelling and must accommodate a minimum of (2) cars with an entrance only from the side or rear of the lot.
4. Clear cutting or removal of trees greater than 6" caliper shall not be permitted without the prior written approval of the Board of Directors.
5. The owners of lots in Heather Lake Estates shall be responsible for the maintenance of parkways or public right-of-ways located between their lot lines and edges of street pavements on which said lots abut.
6. No on-street parking shall be permitted in the subdivision.
7. No trailer, mobile home, commercial or inoperative vehicle shall at any time be parked, stored, maintained or serviced on any lot for a period of more than (24) hours, except builder's trucks and equipment during building operations.
8. Plans for driveways, pavement edging or markers must be approved in writing by the Board of Directors. Driveways and other paved areas for vehicular use must be asphalt.
9. No outside storage for refuse or garbage shall be maintained or used unless it is properly concealed.
10. No fences are permitted on any lot without the written approval of the Board of Directors. Such approval will be granted for enclosing swimming pools, providing the fenced area encloses only a reasonable area around the pool. This provision shall be construed to be an important, vital and integral part of the plan of the building and use restrictions.

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11. Once a residential dwelling is completed, the owner shall cause such lot to be finish graded, seeded or sodded and suitably landscaped as soon after such completion as weather permits.
12. Weeds or grass shall not exceed 6" in height. If the owner fails to mow or cut weeds or grass (10) days after being notified in writing the Association may perform this work and the cost shall become a lien upon the lot until paid.
13. No trail bikes, motorcycles, snowmobiles or other such motorized vehicle shall be operated on any lot or in any drain easement, common areas or retention area of the subdivision.
14. No swimming pools or tennis courts shall be constructed on any lot except in accordance with the Covenants, local ordinances and state laws. Children's wading pools cannot exceed (8) feet in diameter and (18) inches in height.
15. No sign of any kind shall be placed upon any lot or any building or structure until the plans and specifications showing the design, size materials, message, and proposed location have been first submitted to and approved in writing by the Board of Directors.
16. The stockpiling and storage of building and landscape materials shall not be permitted except such as may be used within a reasonable length of time and in no event shall the storage of landscape materials extend for a period of more than (30) days.
17. No power boats or other power propelled water vehicle shall be allowed on the lake or waterway except such vehicle having an electric motor of (3) horsepower or less. No jet skis are allowed on the lake or waterway.
18. No permanent boathouse, dock or piles shall be allowed on the lake or waterway. All docks shall be removed from the lake and waterways by November 1st of each year.