

ARTICLE 3.0 **EXTERIOR CONDITIONS**

3.1 In order to preserve the uniform appearance of the community, the Board of Directors will have the sole authority over approving the following:

3.1.1 Modifications to the exterior of existing elements and structures, including but not limited to:

- Painting (including exterior stain) and paint colors
- Exterior lighting fixtures
- Storm or screen doors or windows
- Front doors
- Storage sheds
- Clotheslines
- Antennas (except for a “Protected Antenna” as defined by the provisions of 47 C.F.R. § 1.4000 (“FCC Rule”))
- Satellite dishes (except for a “Protected Antenna” as defined by the provisions of 47 C.F.R. § 1.4000 (“FCC Rule”))
- Play structures
- Exterior sculptures and fountains
- Landscaping
- Fences
- Decks
- Patios and patio additions
- Sidewalks
- Temporary structures
- Hot tubs
- Driveways
- Solar Panels
- Garage doors

3.1.2 Placement or posting of any object on the exterior of any home or common area such as signs or flags, (excluding the American flag). All flags (including the American flag) shall be displayed only on removable poles. No flags or signs are allowed to be permanently attached to a building.

3.1.3 Planting or removal of trees or shrubs from front yard landscaping

There are restrictions related to the alteration of trees and shrubs, including any alteration of the common areas and facilities, and require prior Architectural Control Committee (ACC) approval from the Board of Directors. The ACC process is as follows:

1. Submittal of a completed ACC form to the Association Board

2. Up to 30 days for review by ACC Committee and/or Board. Review may require additional information from homeowner.
 3. Written approval or denial of the request
 4. Modifications may commence upon receipt of written approval
 5. Project should include start and end dates to obtain board approval. Beyond a grace period not to exceed 10 percent of the project time for completion as submitted and approved by the ACC and the Board, fines will be levied per the fine schedule listed in Article 11 below.
- 3.2 Streets, sidewalks, and other portions of the common areas and facilities designed for access shall be used exclusively for normal ingress and egress and no obstructions shall be placed therein unless permitted by the City of Auburn or the Board of Directors.
- 3.3 Littering is prohibited.
- 3.4 Nothing may be placed on or hung-over fences or railings.
- 3.5 No accumulation of garbage, waste, paper, boxes, garbage cans, appliances or other inappropriate items shall be placed or stored where visible to others. When kept on the premises, common flammable materials such as propane, lawnmower gasoline, etc., must be safely stored in appropriate containers in amounts no greater than that considered to be normal household usage.
- 3.6 No exterior clothesline shall be erected or maintained and there shall be no drying or laundering of clothes, blankets, beach towels, etc. where visible to others.
- 3.7 Except as specifically provided in this Section, no signs, pictures or posters of any kind shall be displayed to the public view on or from any home or from the common areas and facilities without the consent of the Board of Directors. This does not extend to small political signs, not to exceed 10"*12", which may be placed for up to 30 days prior to an election or event, and which must be removed within 2 weeks of such election or event.
- Homeowners are allowed one sign within 10 feet of the front door displaying the name of their security company.*
- 3.8 Seasonal decorations may be installed up to 4 weeks prior to the primary day of celebration for that season and must be removed within two weeks of that day. The Board has the right to limit any decorations.

- 3.9 Outdoor play equipment may not be left in front yards indefinitely. Notably, large items such as portable basketball hoops must be kept stored out of sight when not in use.
- 3.10 An Owner or Resident may conduct business activities within the home so long as:
1. The existence or operation of the business activity is not apparent or detectable by sight, sound or smell from the outside of the home;
 2. The business activity is consistent with the residential character of the Plat Community and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Plat Community, as may be determined in the Board's sole discretion;
 3. Any goods, material or supplies used in connection with any trade, service or business, wherever the same may be conducted, be kept or stored inside any building on any Residences and that they not be visible from the exterior of the home;
 4. The business activity is otherwise allowed by applicable law; and
 5. The business activity does not involve regular visitation to the Residence or door to door solicitation of residents of the Plat Community.

Nothing in this Section 3.10 shall permit (a) the use of a Residence for a purpose which violates law, regulations, rules or applicable zoning codes or (b) activities that cause a significant increase in neighborhood traffic, or (c) modification of the exterior of the home. Any business, trade, home occupation or similar activity must comply with the requirements of the Auburn Municipal Code.

- 3.11 Satellite Dish Policy: A satellite dish (except for a "Protected Antenna" as defined by the provisions of 47 C.F.R. § 1.4000 ("FCC Rule")) may not be installed without written approval of the Board of Directors. Satellite dishes may be installed under the following conditions:
1. Satellite dishes must be gray in color.
 2. A satellite dish may not exceed one meter in diameter.
 3. Satellite dish must not be visible from the street.
 4. All satellite dishes must be installed in a location approved by the Board. Before scheduling an appointment for installation, Residence Owner must complete and submit to the Association an ACC Request Form and obtain approval for the installation from the Association. The Residence Owner will be solely responsible for any and all personal injuries and property damage arising either in connection with or as a result of the installation and use of a satellite dish system. The Residence Owner shall indemnify and hold the Association harmless against any and all claims, lawsuits, losses, liabilities or expenses of any kind or nature whatsoever (including attorneys' fees and costs) arising as a result of any such personal injuries or property damage.

*The foregoing rules will be deemed automatically modified as necessary to comply with federal law