



**Potter Creek Homeowners' Association**  
**Design Standards & Procedures (DSP's)**

---

**Last Revised: November 20, 2008**

**DESIGN STANDARDS AND PROCEDURES**  
**TABLE OF CONTENTS**

Article I	Definitions	Pages 4 - 5
1.1	Definitions	
Article II	Design Review Committee Charter	Pages 5 - 6
2.1	Introduction	
2.2	Purpose	
2.3	Authority	
2.4	Responsibility	
2.5	Organization	
2.6	Service Tenure	
Article III	Design Review Process Job Descriptions	Pages 6 - 7
3.1	DRC	
3.2	Association Manager	
3.3	Board	
Article IV	Basic Building & Lot Requirements	Pages 7 - 13
4.1	Value and Quality of New Construction	
4.2	Location of Dwellings and Setbacks	
4.3	Height of Structures	
4.4	Floor Space and Permitted Uses	
4.5	Exterior Style	
4.6	Exterior Finishes and Maintenance	
4.7	Exterior Materials	
4.8	Roof Materials	
4.9	Site Preparations and Excavation	
4.10	Paved Areas	
4.11	Garages	
4.12	House Numbers	
4.13	Foundation Walls	
4.14	Exterior Mechanical Equipment	
4.15	Decks and Other Accessory Structures	
4.16	Exterior Lighting	
4.17	Landscaping	
4.18	Fireplaces	
4.19	Fences, Walls, and Enclosures	
4.20	Private and Greenbelt Easements	
4.21	Additional Construction and Exterior Changes	
4.22	Building Code Compliance	
4.23	Cable Television Access	
4.24	Construction Etiquette	
4.25	Municipal Codes and Requirements	
4.26	A Word from the Board	
4.27	Vacant Lot Maintenance	
4.28	Satellite Dish Installations	

Article V	Design Review Procedures and Requirements	Pages 14 - 18
5.1	Scope	
5.2	Submitting Requests for DRC Approval	
5.3	Design Review Request Forms	
5.4.	Neighbor Notification of Design Review	
5.5	DRC Schedule for Approval	
5.6	Filer's Responsibility to Complete	
5.7	Final Inspection	
5.8	Variances	
5.9	Appeals	
5.10	Liability	
5.11	Refundable Construction Deposit	
5.12	Non-refundable Processing Fee	
5.13	Resale Certificates	
Article VI	Requirements for Real Estate Signs	Pages 18 - 19
6.1	Lots With Dwellings For Sale	
6.2	Lots Without Dwellings For Sale	
6.3	Builder/Contractor Signs	
Appendices	Attachment 1: Satellite Dish Policy	Pages 20 - 23
	Design Review Request Forms	
	Form 1: New Construction	Pages 24 - 25
	Form 2: Design Review Request, Existing Home	Pages 26 – 27
	Form 3: Satellite Dish Installation Request	Page 28

**ARTICLE I**  
**DEFINITIONS**

**Section 1.1 Definitions.** Unless otherwise formally redefined, the terms listed in this section shall have the meanings stated herein, when used in the Design Standards and Procedures (DSP).

- (1) *Appeal:* means the process by which Filers may request that the Board reconsider a decision made by the DRC.
- (2) *Association Manager:* means the property management company under contract to Potter Creek Homeowners' Association, and sometimes more specifically that company's employee responsible for billings, complaints, Design Review Requests and other Association business.
- (3) *Board:* means the Board of Directors of the Association.
- (4) *Builder/Contractor:* means a person or entity engaged by an Owner for the purpose of constructing a dwelling on such Owner's lot. In some cases, the Builder/Contractor and owner may be the same person or entity.
- (5) *CCR:* means Covenants, Conditions and Restrictions, and is the recorded Declaration and any Supplementary Declarations recorded by the Developer affecting Potter Creek.
- (6) *Common Areas (also sometimes referred to as 'common space' or 'open space'):* means land, improvements and other properties now or hereafter owned by the Potter Creek Homeowners Association. Also means tracts of unimproved land intended to remain undeveloped to enhance the open and natural appearance of Potter Creek. Designated common areas are scattered throughout Potter Creek and are shown on lot plans as "Tract (letter-number)".
- (7) *Declaration:* means the Declaration of Covenants, Conditions and Restrictions recorded by the Developer affecting Potter Creek.
- (8) *Designated Agent:* means that person specified by an Owner, often a builder, real estate agent or lawyer, to act on his/her behalf regarding Design plans, usually in cases of new home construction.
- (9) *Design Review Committee (also referred to as DRC):* means an owner peer committee of five regular members and two alternates appointed by the PCHOA Board of Directors to two year terms who review and approve Design Review Requests.
- (10) *Design Review Request:* means the named application by which an Owner or Filer describes an intention to build a new home or make a permanent exterior change to his/her property and submits plans to the Association for design review.
- (11) *Design Standards and Procedures (also referred to as DSP):* means the design standards and procedures set forth in the document by the same name and dated April, 2001.
- (12) *Developer:* means Potter Creek Development Group, LLC, an Alaska corporation, and other such Developers as authorized to develop such properties within the Potter Creek Homeowners Association boundaries.
- (13) *Dwelling:* means a residence and its ancillary structures, if any, constructed or proposed to be constructed on a Lot in Potter Creek and any improvements constructed in connection therewith.

- (14) *Filer*: means an Owner or prospective Owner submitting plans to the DRC.
- (15) *Greenbelt*: means that area identified on a plat as a Greenbelt Easement and therefore subject to Municipality regulations and ordinances regarding the same. A portion of every lot in Potter Creek is designated Greenbelt Easement.
- (16) *Improvement*: means any change, alteration or addition to a Lot or Dwelling.
- (17) *Lot*: means a platted parcel or building site within Potter Creek. Also, when used in the singular, shall refer to more than one Lot when an Owner owns or Filer proposes to own more than one lot.
- (18) *Municipal Regulations*: means those ordinances of the Municipality of Anchorage as amended from time to time by the Municipality.
- (19) *Owner*: means a person or persons of record who own a Lot.
- (20) *Potter Creek*: means the physical community represented by the Association.
- (21) *Potter Creek Homeowners' Association (also referred to as the Association)*: means the non-profit corporation formed under that name whose Articles of Incorporation are filed with the Alaska Department of Commerce and Economic Development. It is the homeowner's association of Potter Creek.
- (22) *Site*: means that physical area to which or within which the plans proposed in a Design Review Request are to be implemented.
- (23) *Standards*: means those restrictions, requirements and design review procedures enforced by the DRC as set forth in this document and as established and amended from time to time by the Board.
- (24) *Supplementary Declaration*: means any Supplementary Declaration of Covenants, Conditions and Restrictions recorded by the Developer or the Association and affecting the Owners or Lots.
- (25) *Subdivision Regulations*: means the CCR and DSP.
- (26) *Variance*: means an exception allowed by the Board to a Standard or Procedure of the DSP provided that the exception is not in conflict with the CCR.

## **ARTICLE II** **DESIGN REVIEW COMMITTEE CHARTER**

### **Section 2.1 Introduction.**

- (a) Potter Creek represents a unique concept in hillside living not available anywhere else in the Anchorage area. The community was developed to take maximum advantage of the open space and magnificent views afforded by this hillside location, while featuring custom homes that set a high standard for quality construction and thoughtful design.
- (b) All homes within Potter Creek are custom structures. Each is fashionable and distinctive in design. Homes within each development blend tastefully, and integrate to form a refined neighborhood. Exterior designs, materials and colors combine harmoniously. Each home is professionally designed and engineered. Each is constructed with quality, and each is tastefully landscaped. Appraised values are roughly equivalent within each development, and new homes being constructed shall match or exceed average valuations of existing neighbors.
- (c) It is the objective of the Design Standards and Procedures (DSP) to establish minimum criteria for high quality construction and design, while setting limits necessary to protect the views and property values of existing owners.

**Section 2.2 Purpose.** The purpose of the Design Review Committee (DRC) is to provide a formal review process by which plans for new homes, landscapes and architectural changes are evaluated for compliance with the DSP and the CCR of Potter Creek.

**Section 2.3 Authority.** The DRC receives direction from and reports to the Board. All members of the DRC are appointed by the Board. The Board shall appoint a Board Member to serve as an advisor to the DRC to facilitate information flow between the Board and the DRC. The Board advisor and other Board members may also serve as members of the DRC.

**Section 2.4 Responsibility.**

(a) The responsibility of the DRC shall be to review plans submitted to it by a Filer to ensure conformance with the DSP and to carry out other responsibilities as set forth in the DSP.

(b) If the DRC determines that plans comply with the DSP, then the DRC shall provide written approval of the plans. If the plans do not comply with the DSP, then the DRC shall so inform the Filer in writing, listing each item of non-compliance and referencing the specific DSP standard that is not met. The DRC shall work with the Association Manager in the preparation of all notifications to homeowners.

(c) If in conducting its review, the DRC is uncertain as to the proper interpretation of the DSP, then the DRC will inform the Board and request clarification.

(d) Each member of the DRC shall act with integrity and respect the privacy of the Filers and shall discuss plans and decisions ONLY with other DRC members and members of the Board.

(e) The DRC shall make periodic reports to the president of the Association on a schedule to be determined by the president or the Board.

**Section 2.5 Organization.**

(a) The DRC shall consist of five primary members who shall elect a Chair to schedule and preside over meetings, interface with the Association Manager on all decisions, make periodic reports to the Board, and advise the President of the Association immediately of any decisions made which, in the judgment of the Chair, are controversial. A liaison may be appointed by the Chair to convey plans and written decisions to and from the Association Manager.

(b) The Board may, at its discretion, appoint two alternates to the DRC who may be called upon to assist in deciding difficult issues or in order to obtain a quorum. A quorum of the DRC shall be considered established if three members are present, of which no fewer than two may be primary (non-alternate) members.

**Section 2.6 Service Tenure.** Appointment to the DRC will be for a term of two years, although a member may agree to renew or extend his/her term for a pre-determined period of time with approval of the Board. The Board, prior to the end of two years, can terminate any member's term.

**ARTICLE III**  
**DESIGN REVIEW PROCESS RESPONSIBILITIES**

**Section 3.1 DRC.** The responsibilities of the **Design Review Committee** are as follows:

- (1) Ensure compliance with DSP.
- (2) Review plans received from Association Manager.
- (3) Determine that Filer's submittal is complete, and if not, ask Association Manager to request the submission of the missing information.
- (4) Consider all Filer's plans and DRC decisions confidential.
- (5) Ensure that all reviews by the DRC are completed within 30 days.
- (6) Advise the Board if DSP does not provide guidance on a particular matter.
- (7) Notify the Board if there are special circumstances surrounding a decision of the DRC.
- (8) Write clear, easy-to-understand and polite decisions.
- (9) Always reference the applicable portion of the DSP and, when appropriate, the CCR when denying a Filer's request.
- (10) Recommend, if possible, design changes that could result in approval.
- (11) Visit the Lot to view the area in which a proposed plan will be implemented to assess possible impacts and ensure that informed decisions are made.

- (12) Provide decisions to Association Manager for conveyance to Filer or Designated Agent.
- (13) Avoid direct conversation with realtors, builders or others regarding a Filer's plans.
- (14) Make all decisions as a Committee. No member may act independent of the Committee as a whole.
- (15) Inspect completed project to ensure compliance with approved plans.
- (16) Notify Board if non-compliance is found and enforcement action is required.
- (17) Perform other tasks as assigned in writing by the Board.

**Section 3.2 Association Manager.** The responsibilities of the **Association Manager** are as follows:

- (1) Receive Design Review Requests from Filers.
- (2) Stamp and date all plans received with date received.
- (3) Transmit one set of plans to DRC for review.
- (4) Identify which neighbors are within 50 feet of the lot on which the proposed action is to take place and send notification letters to those neighbors.
- (5) Show plans to interested neighbors at Association Manager's office; collect neighbor comments and forward these to DRC.
- (6) Keep Design Review Log; track status of all Design Review Requests received through final notification to Filer.
- (7) Contact DRC Chairperson after 21 days if no decision has been received by the Association Manager so as to help ensure that 30-day limit for review of plans is not exceeded.
- (8) Provide contact point for Filer while plans are in review.
- (9) Communicate DRC's final decision or any request for additional information to Filer.
- (10) File copies of all DRC written decisions pertaining to a Lot in Association file for that Lot.
- (11) Notify Board of any potential problems on a filing or otherwise relating to the DRC.
- (12) Assist DRC in ensuring that submitted plans are complete.

**Section 3.3 Board.** The responsibilities of the **Board of Directors of the Association** with respect to DRC and the DSP are as follows:

- (1) Establish the DRC and appoint its members.
- (2) Respond to requests from DRC for clarification of DSP or CCR.
- (3) Adopt, amend and repeal, with sole authority, the DSP.
- (4) Ensure compliance with and enforce CCR.
- (5) Take enforcement action if notified by DRC that a Filer's project was not completed in compliance with approved plan.
- (6) Monitor DRC activities.
- (7) Monitor Association Manager's activities related to Design Review.
- (8) Hear Appeal from any Filer contesting a DRC Decision.
- (9) Provide written decision upon review of any Appeal.

## **ARTICLE IV** **BASIC BUILDING & LOT REQUIREMENTS**

**Section 4.1 Value and Quality of New Construction.** New homes built within established development areas of Potter Creek shall have appraised values comparable to or greater than neighboring homes. For new homes constructed within newly established development areas, appraised values must be comparable to or greater than those in existing, neighboring development areas. The same applies to quality of construction and design integrity. Potter Creek welcomes creative design, but new homes within each development must blend tastefully and integrate smoothly within the community. This is to insure new construction integrates with existing architecture.

Developers are required to present to the DRC proposed site plans a minimum of thirty (30) days prior to any site disturbance. This is to insure new phases integrate with existing surroundings.

**Section 4.2 Location of Dwellings and Setbacks.**

- (a) Location of buildings on a Lot will be in accordance with the recorded plat, the Declaration and any Supplementary Declaration.
- (b) Dwellings shall have a minimum front yard setback of twenty (20) feet from the right of way of public roads and fifteen (15) feet from the edge of pavement of private roads unless this requirement is waived by the DRC due to space restrictions. Municipal Regulations will govern all other setbacks.
- (c) Potter Glen homes will have an absolute 10-foot minimum distance from lot line to foundation line, excluding fireplace canilevers).

**Section 4.3 Height of Structures.**

- (a) Certain limitations apply to the height of new structures or changes to existing structures, which would result in a net height increase as follows:
  - 1. For a Lot located on the downhill side of the street, no Dwelling or other structure may project more than 30 feet above the curb. For a Lot on the uphill side of the street, no Dwelling may project more than 30 feet above a point that is the average of the highest and lowest point of the natural grade within the foundation footprint. The 30 foot limit is measured from natural grade to the peak of the roof; and
  - 2. For uphill Lots, to insure compliance, a topographic survey will be ordered by the DRC before the original grade is disturbed. Costs will be subtracted from the construction deposit; and
  - 3. A front yard envelope setback shall be maintained on all downhill Lots; and
  - 4. All calculations for setback and curb height shall be made from the curb at the point that represents the mid-way point between the right and left boundaries of the Lot when the Lot is viewed from the street.
- (b) Exceptions to Section 4.3(a)1 will be considered if requested by the Filer and if neither the DRC nor adjacent homeowners as defined in Section 5.4(b) have reasonable objections to the Dwelling's proposed height.

**Section 4.4 Floor Space and Permitted Uses.** Floor space shall be a minimum of 2,400 square feet of finished living area, and permitted uses shall be in accordance with the CCR.

**Section 4.5 Exterior Style.** There is no mandatory architectural style in Potter Creek; however, there are some restrictions as follows:

- 1. Dwellings with an unfinished appearance or rugged cabin finish are not permitted.
- 2. "A-frame" structures are not permitted.
- 3. Dwellings on stilts are not permitted (except in unusual circumstances and with special permission of the DRC).
- 4. Homes constructed within Potter Bluff Property must include a strong architectural accent or stone trim on the front of each home. Accents and trim must not be strongly similar or identical on adjacent homes.

**Section 4.6 Exterior Finishes and Maintenance.**

- (a) The colors of a Dwelling's exterior shall blend with the colors of the natural landscape. Paint color samples for review must complete the neighbor courtesy review before paint colors can be considered by the Design Review Committee.
- (b) In order to maintain the custom appearance of all Dwellings in Potter Creek, Dwellings adjacent to each other may not be painted the same colors. Also, the DRC may determine that a different trim or exterior body color shall be used if the colors proposed by a Filer are deemed too similar to a home within 150 feet of the lot line of that Dwelling to be painted, or if too many Dwellings on that street have similar paint schemes.
- (c) Storage sheds, hot tub enclosures, other ancillary structures, utility boxes and piping shall be painted to match the Dwelling.

(d) Fences shall be stained or painted. If painted, the color shall match the exterior body color of the home. No accent or trim color shall be used on fences in order that they blend into the body of the home as much as possible. Fences will be maintained with stain or paint done regularly for aesthetic appeal for both the homeowner and for neighbors abutting the fence.

(e) Timely and proper exterior maintenance of homes within Potter Creek is mandatory.

**Section 4.7 Exterior Materials.** Exterior surfaces will be of materials that are compatible with the natural landscape. Natural materials recommended are wood siding, cedar shingles, stone and brick. T-111, vinyl, and aluminium siding products are prohibited.

**Section 4.8 Roofing Materials.**

(a) Architectural composition shingles or cedar shakes shall be required unless incompatible with the architectural design of the structure. Architectural composition shingles shall weigh a minimum of 350 pounds per square, have sculptured or irregular tabs to enhance visual appearance and possess an Underwriter Laboratory Class "A" fire rating. Examples of approved composite shingles include: Certainteed Presidential Shake Shingle, Certainteed Presidential Tri-Laminate Shake Shingle, Certainteed Ambassador Shake Shingle, GAF Grand Sequoia Shingle and GAF Grand Canyon Shingle.

(b) Due to periodic high winds in Potter Creek, the DRC strongly recommends that composition shingles be installed in strict accordance with manufacturers installation instructions. To increase the bonding of shingles, the application of manufacturer approved adhesive cement to every tab is highly recommended (hand tabbing).

**Section 4.9 Site Preparations and Excavation.**

(a) Site drainage shall be done with a minimum disruption to the Lot and shall not drain to adjoining lots, open spaces or across adjacent roads so as to cause a condition that could lead to soil erosion. It is acknowledged that some drainage to adjacent lots may be sometimes unavoidable.

(b) Final Lot grading shall minimize driveway slope. Where driveway culverts are required, the Owner shall install them, and stone rip rap at both sides will be required to reduce erosion.

(c) To the extent possible, existing live trees with trunks larger than six inches at a height of two feet from the general lay of the ground shall not be removed from any Lot except those trees necessary for clearing a Site (the area needed for placement of the foundation and driveway).

(d) In the event of excess removal of trees on a Lot, the responsible developer/builder/owner shall replace and maintain live trees at the developer/builder/owner expense.

(e) Developers shall submit, prior to any site preparation, a site plan indicating proposed development and tree preservation.

**Section 4.10 Paved Areas.** Hard-surfaced private driveways and parking areas are required. Exposed aggregate concrete or asphalt is recommended. Special paving patterns and materials used to create special paving patterns are subject to DRC approval.

**Section 4.11 Garages.**

(a) Each new Dwelling shall have a minimum of a two-car garage. Visual impact of garage doors will be minimized by such measures as siting of the Dwelling, protective overhangs or projections, special door facing materials or design, landscaping, etc.

(b) Garage doors may not be left unfinished in the original material, but shall be painted in an accenting or exterior color.

(c) Car ports for car storage as alternatives to or in addition to garages are not allowed.

(d) Any home within Potter Bluff Property constructed with 3-car garages must have a 1-car offset no less than one foot.

**Section 4.12 House Numbers.** Each Dwelling shall have a street number which is visible from the adjacent road but which does not exceed a total of three square feet in overall size.

**Section 4.13 Foundation Walls.** Exposure of Foundation walls shall be minimized and shall be finished to blend with the general design of the dwelling. Siding shall be installed to contour the grade of the slope.

**Section 4.14 Exterior Mechanical Equipment.** All exterior mechanical equipment shall be either incorporated into the overall form of the Dwelling (painting and landscaping, for example) or be permanently enclosed by a material approved by the DRC other than plant material.

**Section 4.15 Decks and Other Accessory Structures.**

(a) Accessory structures including, but not necessarily limited to, hot tub enclosures, decks, sheds, and dog runs shall be architecturally compatible with the Dwelling and shall require DRC approval prior to construction.

(b) Children's play sets that are not seasonally removed and stored are also considered permanent accessory structures. Such play sets shall be constructed primarily of natural materials and shall not be erected without prior DRC approval. Special care shall be paid to placement of such facilities so as to minimize the negative impact on adjacent neighbors.

(c) All accessory structures are subject to the requirements of Section 4.19.

**Section 4.16 Exterior Lighting.**

(a) Exterior Lighting as visible from immediately neighboring Dwellings shall be subdued so that neighbors don't confront bright lights shining into their houses.

**Section 4.17 Landscaping.**

(a) General landscape plans for a Lot shall be submitted by the Filer for review and approval prior to the completion of construction of a Dwelling on the Lot or other improvements to a Lot and prior to any subsequent material change to those plans.

(b) "Initial landscaping shall be completed within 1 year of date of issuance of conditional certificate of occupancy".

(c) No Owner shall landscape any Common Area or part of a Common Area, although improvements may be made by the addition of trees and natural foliage if approved by the DRC.

(d) An Owner shall do the utmost to maintain the trees and the natural wooded surroundings of the Owner's Dwelling.

(e) As a general rule, the DRC shall place greater emphasis on the landscaping of those areas of a Lot visible from roads and other nearby Lots.

(f) Special requirements for landscaping of a Lot are as follows:

1. Disruption of the natural terrain shall be minimized by grading and by controlling vehicular traffic.
2. Ground cover shall be established where disturbed for erosion and appearance reasons.
3. Man-made elements where used shall blend and be compatible with the land.
4. When possible, existing or natural drainage paths shall be preserved.
5. Snow storage and runoff shall be considered in planning.
6. Existing trees, greenbelt easements, topsoil, rock formations and unique landscape features shall be preserved and protected during construction.

7. Trees to be preserved shall be indicated on the landscape plan and shall be flagged prior to the start of construction to prevent accidental removal.
8. Homes within Potter Bluff Property must have at least two accent trees that are Amur Chokecherry, Canadian Red or Mayday, of no less than 2 inches in diameter.
9. Homes within Potter Glen must include, at minimum, six trees visible from the street, two of which will be evergreens 6-foot or higher, four of which will be ornamental. This requirement can not be changed without 80% of Potter Glen lot owners petitioning the Board.
10. Shrubbery and other decorative landscaping shall be installed around utility boxes and meters on the Lot.
11. Shrubbery and/or trees shall be provided along fences to increase the curb appeal of such fences.

(g) Approvable landscape plans include a complete plan for lawn, shrubs, areas for perennials and annual color, ground cover, evergreen trees - spruce and pine, deciduous trees - birch, mountain ash, ornamental crab and cherry, among others. Particular attention shall be paid to enhancing the front entry of the house and screening utility boxes, fenced areas, or exposed walls visible to neighbors. In Potter Creek, the standard expenditure for landscaping will be 3% or greater of the home's value including property. **Landscapes must be maintained.**

(h) Landscape plans which include improvements, modification, changes, etc. to private and/or greenbelt easements are subject to Section 4.20.

#### **Section 4.18 Fireplaces.**

(a) Proximity of trees to fireplaces and flues on a Dwelling shall be carefully considered so that trees and branches are not subjected to excessive heat and so that fire hazards shall not be created.

(b) Chimneys on a Dwelling shall be constructed with regard to the overall integrity of the Dwelling and shall not create an undue visual impact. For new construction, it is suggested that covers be built over the exhaust stacks to lessen visual impact. Covers shall blend with the design of the house.

#### **Section 4.19 Fences, Walls and Enclosures.**

(a) Prior to June 2001, fences enclosing sizeable portions of lots were permitted in Potter Creek. Experience showed that these structures often blocked views and interrupted the openness of Potter Creek. They generally compartmentalized yards and were unattractive. They often received inadequate maintenance and thus deteriorated with time. **These dynamics conflict with CCR fundamentals, and thus construction of perimeter fences is no longer permitted.** The following standards apply.

1. Existing fences are grand fathered in as long as they are maintained. If left to deteriorate, they shall be removed.
2. Limited fences may be installed as pet runs or storage areas. These shall only be located close to the rear perimeters of homes. Fences shall not protrude into side yards beyond the rear wall of the dwelling, exceed further out than 8-feet from the rear wall of the dwelling, nor be more than 150 square feet total.
3. Fences shall not exceed six feet in height; smaller fences are encouraged. Graduated height fences that enhance overall design are acceptable.
4. Modest latticework and decorative fences incorporated into the design of decks and accessory structures are acceptable.
5. The design and location of fences shall be subject to prior DRC approval.

(b) Fences, walls or other enclosures on a Lot subject to this Section 4.19 shall be constructed in a style similar to or complementary to the Dwelling on that Lot. At a minimum, a capped design is required, but a more aesthetic design is suggested. For fences, all supports shall be constructed on the inside, and chain linked fences are not permitted.

(c) Fences shall be required to be: (1) painted to match the body color of the house, or (2) stained. Maintenance is required of paint or staining to maintain aesthetic appearance. In either case, color shall be approved by the DRC.

- (d) It is strongly recommended that retaining walls be constructed using rock or using concrete block systems. These walls are attractive in appearance, low in maintenance, and highly durable. If wooden timber retaining walls are installed, they shall be maintained.
- (e) Retaining walls and landscaping enclosures are allowed in front, side and rear yards. The height and location of all walls shall be subject to prior DRC approval.
- (f) Walls may be permitted as accessory structures within a private and/or greenbelt easement if they meet the criteria established by the DRC. An Owner is responsible for understanding Municipal Regulations, which may apply to greenbelt easements and walls, and ensuring that the Owner's plans submitted to the DRC comply with existing Municipal Regulations.
- (g) Care shall be taken to ensure that flora in a greenbelt easement adjacent to a fence or wall construction area shall not be damaged as a result of construction.
- (h) Special landscape rules as set forth in Section 4.17 of the DSP apply to the fences, walls and enclosures described under this Section 4.19.
- (i) Except as otherwise provided herein, there shall be no fences, walls, or enclosures erected by a person on any common areas, which are dedicated open spaces.

**Section 4.20 Private and Greenbelt Easements.**

(a) The DRC may approve a landscaping plan for the private and/or greenbelt easement, which includes trees, shrubs and ground cover suitable to provide visual buffers and erosion control similar to native vegetation. The DRC may also approve permitted accessory structures to be located within the private and/or greenbelt easements, which consist of the following:

1. Decks,
2. Saunas and hot tubs,
3. Fences (if approved as part of a landscaping plan), and/or
4. Swing sets and children play equipment or other similar accessory structures.

(b) Private and/or greenbelt easements that are either dedicated by plat, described in plat notes or described in this Declaration shall consist of natural vegetation or reflect a landscape plan approved by the DRC.

(c) The objective of all greenbelt easements is to promote the preservation of the tree canopy. Greenbelt easements located on privately held Lots will be maintained primarily as buffers. They should be maintained in natural vegetation.

(d) The DRC shall have the right to approve an alternate landscaping plan for the private and/or greenbelt easements as set forth in Section 4.20(a). No principal structure shall be located in the private and/or greenbelt easements and permitted accessory structures may only be located in the private and/or greenbelt easements if such structures are approved by the DRC and meet the criteria set forth in Section 4.20(a).

**Section 4.21 Additional Construction and Exterior Changes.** Additional construction, major landscaping or other improvements to a Dwelling and/or changes before, during or after completion of the Dwelling, including repainting when a color change is being made, must be submitted to the DRC for approval prior to initiating such changes.

**Section 4.22 Building Code Compliance.** An Owner and the Owner's Building Contractor shall be required to ensure that the Owner's Dwelling conforms to all applicable building codes, fire codes, electrical codes and other codes prescribed by the Municipality of Anchorage and other Municipal Regulations. Review by the DRC of such plans is for compatibility and compliance with Potter Creek Standards only and does not constitute nor imply a finding of compliance with such codes and ordinances.

**Section 4.23 Cable Television Access.**

- (a) The Association is responsible for providing cable television access only to the curb of each Lot. As with other utilities, it is the responsibility of each Owner to make provisions for installing cable between the curb access point of the Lot and the new Dwelling.
- (b) As to the location of cable service for the purpose of digging, this is the sole responsibility of the lot/home owner and/or its builder/contractor of record, to include any and all expenses.

**Section 4.24 Construction Etiquette.**

- (a) A Builder/Contractor and any subcontractors to the Builder/Contractor are expected to respect the fact that houses surrounding the Site may be occupied. Therefore, construction activities shall be limited to the time period between 7:00 a.m. and 9:00 p.m. of each day.
- (b) Radios brought to the Site by a Builder/Contractor or subcontractors to the Builder/Contractor may be played only within the structure only at levels that cannot be heard off the Site. Playing a radio from a vehicle parked on the Site is considered a nuisance and is strictly disallowed.
- (c) Construction personnel are prohibited from bringing pets onto the Site.
- (d) A Builder/Contractor constructing a new Dwelling or involved in extensive changes to an existing Dwelling shall provide a portable toilet facility for their crews. A minimum of one portable toilet is required per two construction lots, not to be spaced more than one lot away from each other.
- (e) A Builder/Contractor constructing a new Dwelling or involved in extensive changes to an existing Dwelling shall provide an on-site dumpster for the proper clean-up, maintenance, and disposal of construction debris.
- (f) A Builder/Contractor and any subcontractors to the Builder/Contractor may not block street access to neighboring houses without the consent of all affected neighboring Owners.
- (g) A Filer having construction work done on the Filer's Lot is responsible for monitoring construction and ensuring that the Builder/Contractor and any subcontractors to the Builder/Contractor comply with the requirements of this Section 4.24.
- (h) A Filer and the Filer's Builder/Contractor are responsible for keeping the Lot on which a Dwelling is being constructed or on which changes are being made clean during construction, not allowing any building material or debris to be deposited on other Lots, Common Areas or roadways in Potter Creek at all times.

**Section 4.25 Municipal Codes and Requirements.** The Municipality of Anchorage has established and may amend from time to time codes and ordinances that may be relevant to construction plans submitted by a Filer. A filer shall be strictly responsible for compliance with those Municipal Regulations. Plan approval by the DRC means only that plans were reviewed and found in compliance with Potter Creek Standards, although a Filer may be notified of possible conflicts between the plans and Municipal Regulations when known to the DRC.

**Section 4.26 A Word from the Board of PCHOA.** With each revision of the DSP, the Board has attempted to clarify existing requirements and add new restrictions and requirements that will effectively address problems that have arisen in the past. As an Owner or Filer finalizes plans to build in Potter Creek or make changes to a Dwelling, the Owner or Filer should review these Standards carefully and ask questions if the requirements and restrictions are not clear.

**Section 4.27 Vacant Lot Maintenance.** Unstable, vacant lots (i.e., bare, dirt lots subject to erosion) shall be vegetated so soil is stabilized.

**Section 4.27 Satellite Dish Installation.** Satellite dish installations are allowed in accordance with the requirements and restrictions set forth in Attachment 1, Satellite Dish Policy.

**ARTICLE V**  
**DESIGN REVIEW PROCEDURES AND REQUIREMENTS**

**Section 5.1 Scope.** All site improvements to a Lot or existing Dwelling come under the jurisdiction of the DRC. All original exterior construction and site improvements, as well as all later alterations and revisions, including exterior repainting or re-staining, which result in a color change, shall require DRC approval prior to commencement of work. Procedures for obtaining this DRC approval follow.

**Section 5.2 Submitting Requests for DRC Approval.**

(a) A Design Review Request Form, further described in Section 5.3 and provided in the Appendices of this document, must be submitted with all review requests. Any Filer proposing to construct or reconstruct or to refinish or alter any part of the exterior of any improvement on or within his/her Lot shall first submit two complete sets of plans to the DRC for review and approval. The Owner or Filer may act through a Designated Agent, provided that such an agent is authorized on the Design Review Request form.

(b) Requests for DRC approval shall be submitted in duplicate to the DRC. Requests shall include the following information for all original construction and shall include parts of this information as appropriate for alterations or additions. Incomplete submittals will invalidate any time limitation imposed on or agreed to by the DRC and result in delays in approval. As appropriate, please submit the following:

1. Plot plan showing contour lines, location of all existing and/or proposed improvements including, but not limited to, grading and drainage, patios, fences, steps, decks, driveways, retaining walls, outdoor lighting and existing utility boxes, or any of the aforementioned which are existing and will be affected by new construction.
2. Drawings showing **all building elevations**, including, but not limited to, proof of compliance with the DSP Sections 4.2 and 4.3 specifying setback and height of structure.
3. Floor plans.
4. Description(s) of exterior materials and colors (submittal must include color chips for all paint/stain to be used), including an indication of where each color will be used. Paint color samples must complete the neighbor courtesy review prior to Design Review Committee consideration.
5. Landscape plan showing locations and general descriptions of plants, trees, ground cover, boulders and rock beds. The landscape plan may be submitted for approval separate from plans for the Dwelling without the submittal package being deemed incomplete, although a letter advising the Filer's intention to submit this separately must be included. Note that the delayed submittal of a landscaping plan will not result in any extension to, or relieve from, the requirement for completion of landscaping as described in Section 4.17.
6. Proposed start and completion dates for construction, not to exceed sixteen (16) months, no exceptions.
7. A copy of a letter from the Filer to the Builder/Contractor instructing the contractor to abide by the provisions of Sections 4.25 and 5.2 and, in particular, keep the Lot on which the Dwelling is being constructed or to which changes are being made clean during construction and not allow any building materials or debris to be deposited on other Lots or roadways within Potter Creek. Additional instructions shall include that:
  - a). Upon completion of construction, all debris shall be removed from the Site, and the Site shall be left in a clean condition.
  - b). Temporary power shall be on a post and not nailed to a tree. No lumber or signs of any kind may be nailed to any tree.
  - c). Roots and trunks of existing trees shall be properly protected.
  - d). The Association and its authorized representatives shall be granted a right of entry to the Property if needed for the purposes set forth in this DSP, Article V, Section 5.11. Any liability incurred in that effort will be the liability of the Lot Owner.

(c) A Variance to the schedule for submittal of landscape plans may be granted, if requested in writing, to builders of speculation homes who may want to leave the final design to the eventual homeowner. Under no

circumstances, however, shall unsold homes remain unlandscaped for a period of more than 18 months following the start of construction. A request for a Variance must include a separate site excavation plan showing the existing trees to be preserved in accordance with this DSP, Section 4.9. Landscape plans submitted later in accordance with a granted variance shall be submitted and approved in sufficient time to allow implementation by no later than the summer following the completion of construction of the Dwelling.

### **Section 5.3 Design Review Request Forms.**

A completed Design Review Request Form must accompany all proposals submitted for Design Review. These forms provide required technical information, act as checklists for submittals, and provide space for neighbors to signoff indicating their review of the design was performed. Select one of three forms as follows:

- Form 1: Design Review Submittal for New Construction
- Form 2: Design Review Submittal for Existing Home
- Form 3: Satellite Dish Installation Request

Form 1 is for construction of new homes. Form 2 is for improvements to existing homes including additions, painting landscaping, etc. Form 3 is for the installation of satellite dishes on new and existing homes. Forms are provided as Appendices to this document. Additional forms may be obtained from the Association Manager and the DRC.

### **Section 5.4 Neighbor Notification of Design Review.**

(a) A copy of each Design Review Request shall remain in the Association Manager's office for the purpose of neighbor review. This procedure is a courtesy provided by the Association to ensure that new construction plans or changes to existing properties shall not have an unanticipated and unnecessary adverse impact on existing Owners. The neighbors' rights under this procedure are to comment only and do not include the right to veto such plan.

(b) Upon receipt of the Design Review Request and supporting documentation, the Association Manager shall identify all homeowners within 50 feet of the property line of the Lot on which the project is to implemented. Notification letters shall be sent to all homeowners identified offering each a time period of ten calendar days from the date of notification in which to review the Design Review Request and supporting documentation at the Association Manager's office. It is suggested that the Filer and designer take a copy of the plans to each affected neighbor and obtain a sign off from them, indicating their acknowledgement of seeing such plans. If they have comments, they should be noted. If they bring up issues that are not readily fixable, then the DRC will act to remedy the outstanding issues. Comments received, if any, will be forwarded to the DRC to be considered as part of the review process.

### **Section 5.5 DRC Schedule for Approval.**

(a) The DRC shall complete its review of a Design Review Request within 30 days of the date the plans are received and deemed complete by the Association Manager in accordance with this DSP, Article III, Section 3.1. The day of receipt in the Association Manager's office will be considered Day One of the 30-day review period, if and only if the Design Review Request and supporting documentation can be deemed complete when received by the DRC. As indicated in Section 5.2 above, however, the 30-day period shall not be considered to have begun if the supporting documentation submitted with a Design Review Request is inadequate or incomplete.

(b) Upon receipt of a complete submittal of all the Design Review Request and supporting documentation, the DRC shall review each aspect of the proposed improvement individually and as an entire concept with regard to the compatibility with the environment and subdivision of Potter Creek.

(c) Should the DRC find that the proposed work would be incompatible with Potter Creek, then the DRC shall not approve the plans, drawings and specifications submitted and shall so notify the Owner concerned in writing within 30 days from the end of the period specified in Section 5.5(a) setting forth the reasons for such disapproval.

(d) To insure compliance with setbacks, etc, submittals in a new phase can only be reviewed when "legal" lots are formed (recorded plat).

(e) Subject to the Filer's compliance with the DSP and the CCR, and upon the DRC finding conformance of the plans submitted by the Filer with those requirements, the DRC, in its sole discretion, shall approve the Design Review Request and so notify the Owner within 30 days of the date of submittal or the date on which the plans were

deemed complete, whichever occurred more recently. A full set of plans as finally approved shall be retained and maintained by the Association Manager as a permanent record for the Association.

(f) A Filer proceeding without approval after the 30-day period has elapsed shall notify the Association in writing (via the Association Manager) of the intent to proceed with construction. The Filer shall be prepared to prove that the appropriate plans were actually submitted for review and received by the Association Manager, and that 30 days have elapsed without comment, requests for additional information or approval. Acceptable proof would be a customer receipt for registered, certified or express mail service, or a delivery receipt signed by the Association Manager.

(g) A Filer is responsible for reading and understanding the requirements set forth in the DSP and ensuring that the project described in the Design Review Request conforms to the Standards. If any part of the request does not conform, and if a Variance (see Section 5.8, Variances) would be required to allow any part of the work, then the 30 day review period specified in Section 5.5(a) will not be considered to have started until the date of the Board meeting at which the Board approves or denies the Variance.

#### **Section 5.6 Filer's Responsibility to Complete.**

(a) Upon receipt of any approval from the DRC, the Filer shall, as soon as practicable, satisfy all conditions thereof and diligently proceed with the commencement and completion of all construction, reconstruction, landscaping, refinishing, alterations and excavations pursuant to the approved Design Review Request. The Filer shall satisfy all conditions of approval and shall commence the work pursuant to the approved plans within one year from the date of such approval.

b) If the Filer fails to commence the work within one year, then the approval shall be deemed revoked.

c) The DRC, at its discretion, may extend the time for commencement upon written request from the Filer prior to expiration of the initial one year period.

d) The Filer shall in any event complete the construction, reconstruction, refinishing or alteration of the foundation and all exterior surfaces (including the roof, exterior walls, windows and doors) on any improvement on his lot within one year after commencing construction thereof. The owner shall also complete landscaping within 1 year of date of issuance of conditional certificate of occupancy. If the Filer fails to comply within the time allowed, the DRC shall notify the Board of such failure so that the Association may take whatever action it may deem necessary to complete the exterior in accordance with the approved plans or remove the improvement.

e) The Builder/Contractor and all subcontractors to the Builder/Contractor are considered employees of the Filer. As such, a Filer shall be held responsible for any cleanup or remediation required to be performed by the Association as a result of construction debris left behind or damage to nearby property.

#### **Section 5.7 Final Inspection.**

(a) Filer's Notice of Completion: Upon completion of any construction or reconstruction, or the alteration or refinishing of the exterior of any improvement, or upon the completion of any other work for which Design Review is required by the DSP, the Filer shall give written notice to the Association Manager.

(b) Right to inspect: Within 30 days of receipt of the Filer's notice of completion as required in Section 5.7(a), the DRC may inspect such improvement to determine whether it was constructed, reconstructed, altered or refinished in substantial compliance with plans approved by the DRC.

(b) Compliance: If the DRC does not notify the Filer otherwise within 30 days of receipt of the Filer's written notification of completion as required by Section 5.7(b), then the improvement shall be deemed to be in accordance with plans approved by the DRC.

(c) Non-compliance: If the DRC finds that such work as described in Section 5.7(a) was not done in acceptable compliance with the plans approved by the DRC, it shall notify the Board of such non-compliance and provide a written notification to the Filer for the Board President's signature. The written notification will describe the non-compliance and give the Filer 30 days in which to remedy the non-compliance. If upon the expiration of 30 days from the date of such notification the owner shall have failed to remedy such non-compliance, the DRC shall notify the Board of such failure, and the Association may take whatever action it may deem necessary to complete the work in accordance with the plans or remove the improvement and assess the Filer the costs incurred by the

Association in that effort.

### **Section 5.8 Variances.**

(a) Variances from any requirement set forth within the Design Standards and Procedures are not the jurisdiction of the DRC, but instead may only be granted by the Board. Variance requests shall be considered at the Board's next scheduled regular meeting following receipt of a written application from a Filer or upon referral from the DRC. Any Variance granted shall be a Variance of the Potter Creek DSP only and shall not be misconstrued as a Variance from any Municipal Regulations or other codes or standards that may exist. The Board shall not consider and shall not grant any Variances from the CCR. The application for the Variance must state with particularity the relief sought and must specify the facts or circumstances that are alleged to show that the application meets the following standards:

1. Special conditions exist which are unique to the land, Dwelling or structure involved and which are not applicable to other land, Dwellings or structures in Potter Creek or a portion of it; and/or
2. There are special circumstances or conditions affecting the property or the Filer such that the strict application of the provisions of the DSP in question would clearly be impractical, unreasonable or undesirable; and
3. The granting of the Variance requested will not be detrimental to public welfare or injurious to other property in the area in which such property is situated; and
4. Such Variance will not have the effect of nullifying the intent and purpose of the DSP; and
5. Undue hardship would result from strict compliance with specific provisions or requirements of the DSP.

The Filer seeking the Variance should supplement the application with any supporting documents necessary for the Board to consider in its decision.

(a) In granting a Variance, the Board shall prescribe conditions and safeguards to assure conformity with the purpose and intent of all relevant planning and land use ordinances. Violation of any such condition or safeguard when made a part of the terms of the Variance shall not act to suspend the effect of the Variance.

(b) The Board shall notify the Filer or cause the DRC to notify the Filer in writing within 30 days of the Board's meeting as specified in Section 5.8(a) of its decision to approve the application, including special conditions or safeguards, or to disapprove the application. Any Variance granted shall become null and void if not exercised within one year of the date it is granted or if any structure or character of use permitted by the Variance is moved, altered, or discontinued.

### **Section 5.9 Appeals.**

(a) Upon receipt of a DRC decision, the Filer subject to the decision shall have 30 days in which to Appeal that decision to the Board. A filer choosing to Appeal a decision of the DRC shall submit a written intent to appeal to the Association via the Association Manager fully describing the basis for the appeal. All documentation submitted in the original Design Review Request shall accompany the written appeal.

(b) Upon receipt of the written intent to appeal by the Association Manager, the Board President or the President's designee, a Board member or the Association Manager shall determine whether or not the Appeal includes the supporting documentation necessary for a full review by the Board.

(c) If the written intent to appeal and its supporting documentation as submitted by the appealing Filer is determined to be complete upon submission, the Board shall have 45 days in which to meet and issue a decision regarding the Appeal. The Appeal may be taken up at either a regular or special Board meeting scheduled for this or another purpose.

(d) If the written intent to appeal and its supporting documentation as submitted by the appealing Filer is determined to be incomplete, the Filer will be notified of that determination and given the opportunity to submit additional information either in writing or by documented phone call to the Association Manager. If all such information is not submitted to the Board within 30 days of such notice, the Appeal will be considered withdrawn and the decision of the DRC will become permanent. At the request of either the Filer or the Board, a meeting shall

be arranged at which the homeowner may have the opportunity to personally present the Appeal.

**Section 5.10. Liability.** Neither the DRC nor the Board nor any member thereof shall be liable to the Association or Filer for any damage, loss or prejudice suffered or claimed on account of any of the following:

1. The approval of any plans, drawings and specifications, or of an Appeal of a decision of the DRC, whether or not defective;
2. The construction or performance of any work which is the subject of a design review or an Appeal of a design review pertaining to a Lot or Dwelling, whether or not pursuant to plans, drawings and specifications approved by the DRC or by the Board; or
3. The development, or manner of development of any Lot or Dwelling provided that such person has, with the actual knowledge possessed by that person, acted in good faith.

**Section 5.11 Construction Deposit.**

(a) A \$1000 deposit is required to be paid to the Association by a Lot Owner as a refundable special assessment (as allowed by the CCR, Article III, Section 8(a)). \$500 of the \$1000 deposit is non-refundable (to defray costs of the review process), and all or a portion of the remaining \$500 shall be retained by the Association as reimbursement for the topographical lot survey and/or costs resulting from remediation, repair, clean up, or the removal of trash and/or other construction debris as may occur on any Lot, roadway, Common Area or adjacent Lot as a result of the construction of a new Dwelling or material changes to an existing Dwelling where the value of the construction contract exceeds \$10,000, as may be necessary to effect compliance with this DSP, Section 4.24(g) and/or as may be necessary to effect compliance with this DSP, Section 4.17.

(b) When an infraction of this Section 5.11(a) above is identified by the Association, the Association Manager shall notify the Lot Owner or the Designated Agent by telephone call or other expedited means of communication, as well as providing the communication in written form for records purposes. Up to 48 hours shall be allowed to comply with the notice. If, after that 48 hour period, the infraction has not been rectified to the satisfaction of the Association, the Association Manager shall either cause the needed work to be done, and any charges incurred shall be paid from the paid deposit as set forth above in Section 5.11(a), or assess a \$25 per day fine against the deposit until such time the infraction has been remedied.

(c) At the completion of construction, and after 100% completion of landscaping requirements as outlined in this DSP, Section 4.17, an inspection will be conducted by the Association within 30 days in accordance with this DSP, Article V, Section 5.7, and any remaining amount of the deposit not spent for the purposes set forth above will be returned to the Depositor along with an itemized record substantiating deducted expenses, if any. Any costs incurred by the Association beyond the Deposit required under Section 5.11(a) will be charged to the Lot Owner. The Lot Owner will be responsible for payment in full prior to issuance of the resale certificate at close of escrow, if applicable, or in full upon being billed by the Association.

(d) The depositor shall be the Lot owner, and the Deposit shall be required to be received by the Association prior to final approval of plans by the DRC.

**Section 5.12 Non-refundable Processing Fee.** New construction applications must include a \$150 processing fee to be paid to the Association's managing agent by a Lot Owner.

**Section 5.13 Resale Certificates.** As part of the application for a resale certificate that is required by the seller, a current plot plan must be submitted with the written request. (Current is defined as within 1-year of date of submittal).

**ARTICLE VI**  
**REQUIREMENTS FOR REAL ESTATE SIGNS**

**Section 6.1 Lots with Dwellings for Sale.**

(a) Posting of any notice or other communication pertaining to any sale or resale of a Dwelling by its Owner, the Owner's agent(s), or realtor is limited to a signpost and sign containing the Potter Creek logo. The signpost and sign may be obtained from the Association Manager. The realtor may affix the office name, agent name and phone

number on the lower half of the sign. All signposts erected at dwellings shall be painted white in color. Potter Creek Development Group, LLC is permitted the following exceptions: one real estate sign on each new construction house, one builder free-standing or paper sign per house permitted to be erected away from the construction zone of the house, and one construction developer sign per development will be allowed.

(b) Signs subject to this Section 6.1 may only be placed at or near the curb at the edge of the Lot appropriate to aid in the sale of the Dwelling.

(c) Once a Dwelling is in escrow, a SOLD sticker shall be placed on the sign. The signpost and sign shall be removed from the Lot immediately upon closing of the sale.

### **Section 6.2 Lots Without Dwellings for Sale.**

(a) Posting of any notice or other communication pertaining to any sale or resale of an unimproved Lot by the Developer or by an Owner is limited to the sign described in Section 6.1 or, in the case of the Developer, see exceptions noted in Section 6.1(a).

(b) Because of the length of time a Lot may be for sale, a sign post and a sign may be placed no closer than 20 feet to the curb immediately adjacent to and fronting that Lot where they shall be in view to prospective purchasers from the curb, but where they will not disturb the overall appearance of the Lot to be sold or the Dwellings in that Lot's immediate vicinity.

(c) Once a Lot is in escrow, a SOLD sticker shall be placed on the sign. The sign post and sign shall be removed from the Lot immediately upon closing of the sale.

### **Section 6.3 Builder/Contractor Signs.**

(a) Builders/Contractors signs may be displayed on a Lot during construction of a new Dwelling or making substantial changes to an existing Dwelling. Such signs shall be placed in the front yard area of the home within 10 feet of the exterior walls/foundation. In the case of the Potter Creek Development Group, LLC, see Exception notations in Section 6.1(a).

## **Attachment 1**

### **FCC Compliant Satellite Dish Policy** (Adopted November 20, 2008)

#### **I. Preamble**

These rules are adopted by the Board of Directors of Potter Creek Homeowner's Association, on November 20, 2008, effective November 21, 2008.

WHEREAS, Potter Creek Homeowners' Association, Inc. ("the Association") is responsible for governance and maintenance of the Potter Creek Homeowners' Association subdivision ("the Community"); and

WHEREAS, the Association exists pursuant to applicable Alaska state law and the applicable Covenants, Conditions and Restrictions ("CC&R's") and

WHEREAS, the Association is authorized to adopt and enforce reasonable rules and regulations in the best interests of the Community, pursuant to applicable Alaska state law and the CC&R's; and

WHEREAS, the Association is authorized to establish and enforce reasonable Design Standards and Procedures ("DSP's") to preserve the aesthetic quality of the community; and

WHEREAS, the Federal Communications Commission ("the FCC") adopted Regulations effective October 14, 1996, preempting certain restrictions in the governing documents concerning the installation, maintenance, and use of direct broadcast satellite dishes and multi point distribution service satellite dishes (collectively "satellite dishes"); and

WHEREAS, the Association desires and intends to adopt reasonable restrictions governing installation, maintenance, and use of satellite dishes in the best interest of the Community and consistent with the FCC Regulations.

NOW THEREFORE, the Association adopts and attaches as an addendum to the DSP's the following restrictions and regulations for the Community, hereinafter referred to as the "Satellite Dish Policy" which shall be binding upon all owner and their grantees, lessees, tenants, occupants, successors, heirs, and assigns who currently or in the future may possess an interest in the Community, and which shall supersede any previously adopted rules on the same subject matter.

#### **II. Definitions**

A. Satellite Dish -- any device used for the receipt of video programming services, including direct broadcast satellite (DBS), television broadcast, and multipoint distribution services (MDS). A reception satellite dish that has limited transmission capability designed for the viewer to select or used video programming is a reception satellite dish provided that it meets FCC standards for radio frequency emission. A mast, cabling, supports, guy wires, conduits, wiring, fasteners, or other accessories necessary for the proper installation, maintenance, and use of a reception satellite dish shall be considered part of the satellite dish.

B. Mast -- Structure to which a satellite dish is attached that raises the satellite dish height.

C. Transmission - only satellite dish -- any satellite dish used solely to transmit radio, television, cellular, or other signals.

D. Owner -- any homeowner in the Association. For the purpose of this rule only, "owner" includes a tenant who has the written permission of the homeowner/landlord to install satellite dishes.

E. Satellite signal -- signals received by DBS, and MDS satellite dishes.

#### **III. Caveat**

If, for any reason, the new FCC Regulations are ever reversed or revised in any manner that would permit the Association to again restrict satellite dishes, the Association may require any existing satellite dishes to be removed.

#### **IV. Installation Rules**

A. Satellite Dish Size and Type

1. The size of any satellite dish will be the minimum size necessary to receive an acceptable signal. Currently DBS satellite dishes no greater than approximately 6 feet in diameter can receive an acceptable signal.
2. The total vertical height of any satellite dish, including mast pole, will be no greater than the horizontal distance from the base of the satellite dish mast pole to the nearest private property line or utility (electric, telephone, cable TV, or water) pedestal, pad, meter, or other such device. This restriction is imposed to insure the safety of persons and/or property from damage or injuries which may occur should the satellite dish fall.
3. Installation of transmission satellite dishes are prohibited.
4. All satellite dishes not covered by the FCC Regulations are prohibited.

#### B. Location

1. Satellite dishes shall be installed solely on individually-owned property as designated on the recorded deed defining the homeowner's property.
2. If acceptable quality signals may be received by placing satellite dishes inside a dwelling, without unreasonable delay or unreasonable cost increase, then outdoor installation will be prohibited.
3. Satellite dishes shall not encroach upon common areas or any other owner's property.
4. Satellite dishes shall be located in a place shielded from view from the street(s) or from other lots to the maximum extent possible, provided, however, that nothing in this rule would require installation in a location from which an acceptable quality signal may not be received. This section does not permit installation on common property, even if an acceptable quality signal may not be received from an individually-owned lot.
5. Satellite dishes shall not obstruct any utility/homeowners' association use/slope easements, any drivers view of an intersection or street, or be placed in any right-of-way, maintenance easement, or setback area. Minor exceptions may be granted to rear or side setback requirements if no other location is available which provides an acceptable signal. Rear yard areas should be considered a first priority location if such placement will permit reception of an acceptable quality signal. Side yard areas, behind the front foundation line of the dwelling, should be considered as the next priority location. If the satellite dish is to be placed in the front yard area, the homeowner will provide a statement from the company installing the satellite dish that an acceptable signal cannot be received from any other location on the property. The Association will consider requests for limited removal of trees from the rear or side setback areas to enhance reception from these areas if needed.

#### C. Installation

1. Satellite dishes shall be no larger nor installed higher than is absolutely necessary for reception of an acceptable quality signal.
2. All installations shall be completed so that they do not damage the common area of the Association or the lot of any other resident, or void any warranties of the Association or other owners, or in any way impair the integrity of buildings on common area or other lots.
3. Owners are responsible for all costs associated with the satellite dish, including but not limited to costs to:
  - a. Place (or replace), repair, maintain, and move or remove satellite dishes;
  - b. Repair damages to the common property, other lots, and any other property damaged by satellite dish installation, maintenance or use;
  - c. Pay medical expense incurred by persons injured by satellite dish maintenance, or use;
  - d. Reimburse residents or the Association for damages caused by satellite dish installation, maintenance, or use.

4. Satellite dishes must be secured so that they do not jeopardize the soundness or safety of any other owner's structure or the safety of any person at or near satellite dishes, including damage from wind velocity based upon a unique location.
5. The running of overhead wires or cables is prohibited. Necessary wires or cables will go directly from the satellite dish to the closest point of the house structure and will be placed underground if the satellite dish is not attached to the house. This requirement is to insure the safety of persons and property from exposed wires and cables and for consistency with existing requirements that all utility wires and cables within Potter Creek be placed underground. All wires or cables in the vicinity of the satellite dish will be secured to the satellite dish in such a manner that makes them as unobtrusive as possible.

#### D. Maintenance

1. Owners shall not permit their satellite dishes to fall into disrepair or to become safety hazards.
2. Owners shall be responsible for satellite dish maintenance and repair.
3. Owners shall be responsible for repainting or replacement if the exterior surface of satellite dishes deteriorates.

#### E. Safety

1. Satellite dishes shall be installed and secured in a manner that complies with all applicable city and state laws and regulations, and manufacturer's instructions. The owner, prior to installation, shall provide the Association with a copy of any applicable governmental permit.
2. All installations must comply with all applicable codes.
3. In order to prevent electrical and fire damage, satellite dishes shall be permanently and effectively grounded.
4. Satellite dishes are required to withstand winds of 125 mph, and shall be designed to withstand the pressure of snow and ice.

### V. Satellite Dish Camouflaging

- A. Satellite dishes will be placed, to the extent feasible, in a location that is not visible from the street(s).
- B. Satellite dishes or masts may not extend beyond a railing or fence unless no acceptable quality signal may be received from this location.
- C. Satellite dishes situated on the ground and visible from the street or from other lots must be camouflaged by existing landscaping or fencing that is effective year round, if an acceptable quality signal may be received from such placement. If no such existing landscaping or screening exists, the Association requires satellite dishes to be screened by new landscaping or screening of reasonable cost that is effective year round and meets the requirements of the Associations DSP's. Acceptable screening can include approvable fencing or landscaping (flowers, shrubs, trees, etc.).
- D. Satellite dishes, masts, and any visible wiring should be painted in such a manner that it blends into the structure to which it is installed. (Some manufacturers assert that painting may prevent the receipt of an acceptable quality signal. Association residents are advised to make sure that paint will not degrade the signal.)

### VI. Number of Satellite Dishes

No more than one satellite dish of each provider may be installed by an owner.

### VII. Mast Installation

- A. Mast height may be no higher than absolutely necessary to receive acceptable quality signals.
- B. Masts that extend 12 feet or less beyond the roof line may be installed subject to the regular notification process provided they meet all code requirements. Masts that extend more than 12 feet above the roof line must be approved before installation due to safety concerns posed by wind loads and the risk of falling

satellite dishes and masts. Any application for a mast longer than 12 feet must include a detailed description of the structure and anchorage of the satellite dish and the mast, as well as an explanation of the necessity for a mast higher than 12 feet. If this installation will pose a safety hazard to Association residents and personnel, the Association may prohibit such installation. The notice of rejection shall specify these safety risks.

- C. Masts must be installed by a licensed and insured contractor.
- D. Masts should be painted the appropriate color to match their surroundings.
- E. Masts installed on a roof shall not be installed nearer to the lot line than the total height of the mast and satellite dish structure above the roof. The purpose of this regulation is to protect persons and property that would be damaged if the mast were to fall during a storm or from other causes.
- F. Masts shall not encroach upon another owner's lot or common property.
- G. Masts installed on the ground must sustain a minimum of 125 mph winds.
- H. Masts must be designed to withstand the weight of reasonably expected ice and snow.

### **VIII. Notification Process**

A. Any owner desiring to install a satellite dish must complete a Design Review Submittal form and submit it to the Potter Creek Homeowners' Association Design Review Committee, P.O. Box 92130, Anchorage, Alaska 99509. These forms are available from the Association Manager and copies will be provided upon request by calling 562-2929 or emailing pmsi@gci.net. The completed Design Review Submittal form must be submitted prior to the installation of a satellite dish.

B. The Design Review Committee will begin an immediate review of the Design Review Submittal form and will respond to the homeowner no later than 2 weeks after receipt of the completed form by the Association Manager.

C. If the proposed installation is determined to be routine (conforms to all of the above rules and restrictions), the homeowner will be notified to proceed with installation. If the proposed installation is other than routine for any reason, the homeowner must contact the Potter Creek Homeowners' Association managing office at 562-2929 to establish a mutually convenient time to meet to discuss the proposed installation. The Design Review Committee will then meet with the homeowner at the agreed upon time to resolve any issues so that installation may be completed in a timely manner.

### **IX. Installation by Tenants**

Tenants may install satellite dishes in accordance with these rules with written permission of the homeowner/landlord. A copy of this written permission must be furnished with the notification form.

### **X. Enforcement**

A. If these rules are violated, the Association may bring action for declaratory relief with the FCC or any court of competent jurisdiction after notice and an opportunity to be heard. If the court or FCC determines that the Association rules are enforceable, a fine of \$100 shall be imposed by the Association for each violation. If the violation is not corrected within a reasonable length of time, additional fines of \$25 per day will be imposed for each day that the violation continues up to the maximum amount permitted by the CC&R's. To the extent permitted by law, the Association shall be entitled to reasonable attorney fees, costs, and expenses incurred in the enforcement of this policy.

B. If satellite dish installation poses a serious, immediate safety hazard, the Association may seek injunctive relief to prohibit or seek removal of the installation.

### **XI. Severability**

If any provision is ruled invalid, the remainder of these rules remain in full force and effect.

**POTTER CREEK HOMEOWNERS' ASSOCIATION  
NEW CONSTRUCTION DESIGN REVIEW SUBMITTAL**

(Form 1)

The purpose of this form is to ensure an effective and meaningful design review process that protects the property values for you (the new home owner), your neighbors, and the neighborhood in general. The DRC is comprised of PCHOA Board Members and interested home owners who contribute to the design review process as volunteers. As such, it is in everyone's best interest to complete this process as efficiently as possible. It is necessary that all the information requested must be submitted at the same time so that the DRC can review the package within the 30 days allowed. The DRC is not responsible for tracking down missing information and will not accept an incomplete request package for review. (Delays for submitting descriptions of external materials, sample color chips and landscape plan are explained in the notes below.) Your time and attention to detail in providing the following information will ensure a timely, accurate review and should result in little or no delays (with regards to CCR compliance) during the construction process.

NAME: \_\_\_\_\_ LOT NO: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_ E-MAIL: \_\_\_\_\_  
PHONES: DAYS \_\_\_\_\_ EVENING \_\_\_\_\_ FAX \_\_\_\_\_

**1. COMPLIANCE WITH ARTICLE V.** Except as noted, **the following are required from the lot owner (in duplicate) for this submittal to be deemed complete:**

- \_\_\_\_\_ Topographical survey (mandatory for uphill lots, optional for downhill lots.) Uphill is defined as the "up hill" side of the street. Topographical surveys are ordered by management and paid via the construction deposit
- \_\_\_\_\_ Plot plan showing existing features and proposed improvements
- \_\_\_\_\_ Drawings showing **building elevations** and complete floor plans
- \_\_\_\_\_ Description of siding material and sample color chips: \_\_\_\_\_. Include type and composition of siding (no T-111, vinyl, aluminium siding allowed). Paint chips must complete neighbor courtesy review prior to Design Review Committee consideration.
- \_\_\_\_\_ Description of roofing materials (composite shingles must be at least 350#/square, have an architectural relief, and be hand tabbed).

**NOTE:** The description of exterior materials and color chips may be delayed by including a **written request for delay as part of this submittal**. A request for delay must include proposed dates when a description of exterior materials and color chips will be provided.

- \_\_\_\_\_ Landscape plan
  - Dollar amount of house + lot: \$ \_\_\_\_\_
  - Landscaping = 3% of house + lot: \$ \_\_\_\_\_

**NOTE:** The landscape plan may be delayed by including a **written request for delay as part of this submittal**. A request for delay must include a proposed date when a landscape plan will be provided. Additionally, requests for delay **must include tree preservation/grading plan**.

- \_\_\_\_\_ Tree preservation/grading plan/site visit
- \_\_\_\_\_ Proposed construction dates: start \_\_\_\_\_; finish \_\_\_\_\_ (16 month max)
- \_\_\_\_\_ Copy of letter from filer to builder regarding Construction Etiquette, DSP Section 4.24
- \_\_\_\_\_ Construction deposit of \$1000 (payable to PCHOA), \$500 non-refundable
- \_\_\_\_\_ Non-refundable Processing fee of \$150 (payable to PMSI)

Date **complete** submittal received by PMSI \_\_\_/\_\_\_/\_\_\_

Date accepted by DRC \_\_\_/\_\_\_/\_\_\_

Date DRC 30 day review process **expires** \_\_\_/\_\_\_/\_\_\_



**POTTER CREEK HOMEOWNERS' ASSOCIATION**  
**EXISTING HOME DESIGN REVIEW REQUEST**  
*(Form 2)*

This form must be completed and submitted with all plans for which design review is required. Please provide the following information.

NAME: \_\_\_\_\_ LOT NO: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

PHONES:  
DAYS \_\_\_\_\_ EVENING \_\_\_\_\_ FAX \_\_\_\_\_

Review the choices of design review requests below and check the most appropriate box. **Pay close attention to the detailed information provided with each box.** This information tells you what must be included with your submittal in order for your request to be deemed "complete". **Incomplete submittals will result in design review delay.**

**To speed up the review process,** visit your neighbors (anyone within 50 feet of all sides of lot) and have them review and "sign off" your plans. This is pursuant to Section 5.4 "Neighbor Notification of Design Review" of the DSP. Lack of neighbor review with your submittal will delay the design review process, as the managing agent will have to mail notices out on your behalf, allowing adequate time for review.

- Landscaping, New Home - Provide drawing indicating your plan. Include material types. All disturbed areas from construction must be addressed. Pay particular attention to drainage area. Include appropriate utility coverage. The required expenditure on landscaping for the area is 3% of the total value of the home plus land. Landscaping must be 100% complete no later than August 31 following completion of home construction. . (dollar amount of house and lot multiplied by 3% (.03) equals total landscaping expenditure).
- Landscaping, Existing Home - Provide drawing indicating changes/additions. (Depending on extent of changes/additions, this may be an informational submittal only).
- Retaining Wall(s) - Preferably, provide as-built survey with proposed location of retaining wall clearly marked. Indicate material type, installation technique. If possible, provide photo/ brochure of material type. Advise whether or not professional contractor being used. Provide start-up date and completion date.
- Sheds - Storage buildings/sheds need to constructed in a style similiar to the dwelling. i.e. same roof pitch,color and siding. See Sections 4.15 and 4.20.
- Painting - Provide one set of color chips for all proposed colors (body, trim, doors) and clearly outline color scheme. Provide name of contractor, start date and completion date. If color change, include painting of fence. **Paint samples must complete the neighbor courtesy review prior to Design Review Committee consideration.**

*Over, please*

- Decks, New or Extensions - Provide as-built survey with proposed location of deck clearly marked. Indicate material type, dimensions, detail work (railings, built-in benches, built-in flower boxes, hot tubs, etc).
- Additions to Home - Provide as-built drawing, architectural drawings, and description of add-ons. Be sure to detail windows, doors, material types, exterior painting, start-up and completion dates.
- Other - \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Neighbor Courtesy Review Signoff (required):**

_____	_____
_____	_____
_____	_____

Please remember that the Design Review Committee's review is limited to examinations of the request to ensure compliance with the Association's covenants. No compliance or non-compliance with Municipal, State, or national building codes and standards are implied by this approval. It is the responsibility of each individual homeowner to ensure compliance with such codes.

The Association strongly recommends the use of properly licensed, insured and, if applicable, bonded contractors.

**To be completed by Design Review Committee:**

Sign-off: Reviewed and approved by the DRC Members on \_\_\_\_/\_\_\_\_/\_\_\_\_:

_____	_____
_____	_____

(Only three signatures required).

**Potter Creek Homeowners Association**  
**Satellite Dish Installation Request**

*(Form 3)*

This form must be completed and submitted with a sketch of the installation for which approval is being requested. Please provide sufficient information to allow a comprehensive review.

**Requestor Information**

Homeowner Name:

Lot Number:

Address:

Phone Numbers: Home

Work

Cellular

**General Guidelines (See DSP's for full requirements)**

- All efforts should be made to minimize the aesthetic impact of the dish installation from the street.
- Care should be taken to avoid impacting a neighboring home primary view.
- A courtesy notification to your neighboring homeowners is strongly recommended.
- To speed up the review process, please provide a detailed sketch of the installation showing placement on the residence and / or lot and the expected elevation of the dish; also indicate if it is expected to protrude above the roof line of the residence.
- Cables, masts and other hardware should be painted to blend with the colors on the home
- Please remember the PCHOA DRC review is limited to the determination of compliance with the Association DSP's. It is the responsibility of the homeowner to ensure compliance with all municipal, state, and/or national building codes and standards.

**Type of Satellite Dish**

Type of Satellite Dish Installation::

- |  |                          |                    |                   |
|--|--------------------------|--------------------|-------------------|
| Single Dish mounted on Residence                 | <input type="checkbox"/> | Diameter: _____    | Mast Height _____ |
| Multiple Dish mounted on Residence               | <input type="checkbox"/> | Diameter(s): _____ | Mast Height _____ |
| Single Dish on Lot (not attached to residence)   | <input type="checkbox"/> | Diameter: _____    | Mast Height _____ |
| Multiple Dish on Lot (not attached to residence) | <input type="checkbox"/> | Diameter(s): _____ | Mast Height _____ |

Contractor / Vendor Name (if applicable); \_\_\_\_\_

**Signatures**

Homeowner Signature:

\_\_\_\_\_

Date: \_\_\_\_\_

DRC Approval (3 signatures)

\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_