



## *HOMEOWNERS' HANDBOOK*

### **MILLER CREEK HOMEOWNERS' ASSOCIATION RULES & REGULATIONS**

November 2006

**MILLER CREEK HOMEOWNERS ASSOCIATION  
HOMEOWNERS HANDBOOK  
TABLE OF CONTENTS**

<b>INTRODUCTION .....</b>	<b>20</b>
<b>INTENT.....</b>	<b>21</b>
<b>SERVICES .....</b>	<b>21</b>
<b>MAINTENANCE RESPONSIBILITIES.....</b>	<b>21</b>
ASSOCIATION RESPONSIBILITIES .....	21
OWNERS RESPONSIBILITIES.....	22
<b>GENERAL RULES.....</b>	<b>22</b>
<b>COURTESY AND SAFETY USE RESTRICTIONS.....</b>	<b>23</b>
PET RULES .....	23
PARKING POLICY .....	23
CARPORT STORAGE.....	24
USE OF GARAGES .....	24
POOL & PAVILION RULES .....	26
TENNIS COURT RULES .....	27
<b>ENFORCEMENT POLICY AND SCHEDULE OF FINES.....</b>	<b>28</b>
<b>ARCHITECTURAL CONTROL .....</b>	<b>29</b>
PROCEDURE FOR APPLYING FOR ARCHITECTURAL MODIFICATION.....	29
<b>DESIGN REVIEW APPLICATION .....</b>	<b>30</b>
<b>SPECIFICATIONS.....</b>	<b>31</b>
RAIN GUTTER SYSTEMS .....	31
SHINGLE ROOF REPLACEMENT .....	31
PAINT COLORS .....	31
BODY COLOR .....	31
TRIM COLOR.....	31
OPTIONAL DOOR COLORS .....	32
WINDOW INSTALLATION .....	32
GARAGE DOOR REPLACEMENT POLICY.....	33
SATELLITE DISH/ANTENNA POLICY.....	35
SPECIFICATIONS FOR THE REPLACEMENT OF PROPERTY FENCES .....	36
FENCE REPLACEMENT POLICY .....	36
<b>RECREATIONAL FACILITY CONTRACT .....</b>	<b>38</b>



## INTRODUCTION

On behalf of the Homeowners' Association Board of Directors, we would like to welcome you to Miller Creek. Your Association is a non-profit corporation in which all property owners are members with certain rights and obligations. You, as a member are entitled to voting privileges and enjoyment of common areas and facilities and you are obligated to pay your assessments and conform to the provisions of the corporate documents, namely the Covenants, Conditions, and Restrictions, (CC&R's), and Bylaws of the Association.

The management of the Association is vested upon an elected Board of Directors composed of seven homeowners. The Board of Directors employs a management company to oversee the day-to-day operations of the Association, to maintain accounting records, collect monthly dues, supervise contractors, and to offer expertise in an advisory capacity and implement the decisions of the Board.

All residents are entitled to the respect and consideration of their fellow residents. We all share the responsibility of ensuring that this development is well maintained and that the Rules and Regulations are observed so that Miller Creek will continue to be a desirable place to live. Please keep in mind that we are owners of a very valuable piece of real estate.

Sharp Property Services is the management agent for Miller Creek. If you have any questions, you can write or call them at:

Sharp Property Services  
PO Box 2803  
Novato, CA 94948

Voice: (415) 898-8366  
Fax: (415) 898-8886  
e-mail: info@sharpproperty.net

The phone number, 898-8366, is staffed 24 hours per day, seven days a week, and you may utilize this service for any emergency matters should the need arise.

The Miller Creek Homeowners Association also maintains a Web Site at [www.millercreek.org](http://www.millercreek.org) with additional information, news, and forms.

The Rules and Regulations in this booklet provide a summary of the intent and provisions of the CC&R's and Bylaws and are intended as a reference guide for your convenience. They are not intended to replace the Governing Documents.

**OWNERS MUST ASSUME THE RESPONSIBILITY AS OUTLINED IN THE MILLER CREEK HOMEOWNERS ASSOCIATION CC&R'S AND BYLAWS AND MUST ENSURE THAT ALL TENANTS AND GUESTS ARE NOTIFIED AND COMPLY BY THESE RULES AND REGULATIONS.**

## INTENT

These rules and regulations and the CC&R's they are based upon are intended to:

- Promote good will among neighbors;
- Maintain property values;
- Maintain general outward appearance of the units;
- Make the community a desirable place to live.

## SERVICES

The Homeowners Association collects monthly dues from all homeowners. All homeowners pay the same dues regardless of the size or value of their unit. These dues pay for the services described below plus an allotment each month towards a "Reserve Account." The Reserves pay for items that have useful lives greater than one year such as pool equipment and painting. In addition, the Association may need to levy "Special Assessments" to pay for unforeseen items that had not been included in the Reserves. The monthly dues provide:

- Maintenance for all common Areas, including swimming pool, and landscaping.
- Fire, public liability and casualty insurance covering all buildings, recreational, landscape and common areas. **INSURANCE COVERAGE DOES NOT INCLUDE HOMEOWNERS PERSONAL PROPERTY. This master insurance policy has a deductible, which is currently \$5,000. IN THE EVENT OF A LOSS, THE UNIT OWNER IS RESPONSIBLE FOR THE DEDUCTIBLE.**
- Errors and omissions insurance for the Board of Directors
- Standard Fidelity bond covering members of the Board of Directors
- Professional Management for the Association;

## MAINTENANCE RESPONSIBILITIES

### ***ASSOCIATION RESPONSIBILITIES***

**EXTERIOR:** The Association will paint the exterior building surfaces, such as siding and fence surfaces that face the common area as scheduled. The Association is not responsible for painting surfaces or fences that have been modified by the owner, (past or present) or the interior of fences.

**COMMON AREA:** The Association will maintain, repair, replace, restore, operate, and manage all of the common areas. Common Areas include the grounds and structures owned by the Association, such as the pool cabana and pool area, parking lots, and landscaping. The

Association will maintain the stationary parts of freestanding garages (i.e., roofs and siding). The Association will also provide and pay for water furnished to the common area.

## **OWNERS RESPONSIBILITIES**

**INTERIOR:** The owner of each unit shall maintain, in a state of good repair, the interior of the unit, including interior walls, ceilings, floors, permanent fixtures and appurtenances, attached garages, and patio areas within the unit, the interior and exterior doors and the interior and exteriors of windows and of any other glass surfaces.

No interior modifications may be made to the bearing walls, electrical wiring, water, gas, or drains without prior written approval of the Board of Directors or without proper building permits from the County of Marin.

**EXTERIOR:** No exterior modifications or additions may be made to the buildings without written permission from the Board of Directors and without proper building permits from the County of Marin. Please see the section below on Architectural Control for further details on architectural variances.

The owner of each home shall be responsible for all aspects of the maintenance, repair, and replacement of the building exterior siding, trim, and other surface materials, including roofing system, except for painting. The owner is responsible for garages that are attached to the residential unit. All owners are responsible for the moving parts of garages, i.e., the garage door and door hardware. Owners are responsible for maintenance, repair, and replacement of decks and all landscaping and plants within the confines of the fenced yard.

Refer to the CC&Rs, Article V, and Responsibilities for Maintenance, Repair and Replacement for further explanation as to maintenance responsibilities.

## **GENERAL RULES**

1. Use of Lots (Homes) – No lot shall be occupied and used except for residential purposes by the Owners, their tenants and social guests.
2. Restrictions on Businesses. No trade or business shall be conducted on or from any Lot, except for professional, or administrative work, provided there is no external evidence thereof and it is conducted in accordance with a policy adopted by the Board. See CC&Rs, Section 6.9 for further information.
3. No obnoxious/offensive activity in, on, or upon any unit or the Common Area which may be or become an annoyance or nuisance shall be allowed.
4. No one, except the Association, shall plant and/or cut trees, shrubs, or plants in the Common Area without the prior written permission of the Board of Directors.
5. No sign of any kind shall be displayed to the public view on any unit or the common area without the prior written consent of the Association, except one (1) sign of no more than five (5) square feet in size for the purpose of advertising the property for sale or rent.

6. The Board may adopt reasonable guidelines and rules regulating the installation of antennae and satellite or other receiving dishes. Any such provisions must conform to applicable law. See Policy enclosed in appendix.
7. No storage of any kind is allowed in the common area or carports.
8. Trash containers are to be kept out of sight, except on the garbage pick up days.

## **COURTESY AND SAFETY USE RESTRICTIONS**

### ***PET RULES***

No animals, fish, fowl, or birds may be kept or bred for commercial purposes on any lot or in any unit. Only conventional and customary household pets shall be permitted to be kept and only in reasonable numbers and of such types as not to cause an annoyance or nuisance to any owner.

Pet owners are required to pick up their pets' waste and dispose of it in a sanitary manner. Pet waste on the premises is a nuisance and a health problem.

### ***PARKING POLICY***

The California State Highway Patrol and the Marin County Sheriff's Department enforce street parking within the Miller Creek complex. The above agencies will strictly enforce State and County parking ordinances.

1. Vehicles must be parked wholly within designated parking areas. Sidewalks may not be blocked.
2. The primary vehicle parking area, in its intended capacity, is the resident's garage or carport. Each unit has space for two vehicles.
3. Secondary parking areas are other designated spaces, or driveways, owned by Miller Creek HOA and maintained, administered, and regulated by the Miller Creek HOA Board of Directors and/or its designated management company.
4. Residents shall first use their primary parking area for parking vehicles, used on a regular basis, prior to using any secondary parking area.
5. The secondary parking areas are primarily for temporary guest and/or overflow parking. Residents' vehicles may be parked within designated secondary parking areas only AFTER the primary parking garage or carport is fully utilized as intended. Specifically, this means that two cars are parked in the garage or carport.
6. Day/temporary parking is permitted directly in front of a resident's garage or carport only if such vehicle placement does not in any way interfere with normal vehicular or pedestrian traffic. In courts such as Dunlin, Quail, Linnet, and Sheldrake, most driveways do not allow adequate space for parking without blocking the sidewalk (This is also a safety measure to allow emergency and commercial vehicles easy and immediate access to all residential units).
7. Overnight parking is not permitted in front of a resident's garage or carport. Conditional exceptions may be requested by a homeowner in writing. The Board of Directors may grant a written, conditional exception to this rule after reviewing the homeowner's written request.

8. No vehicle may be parked in a manner which prevents access to a unit, walkway, driveway, garage or carport. No vehicle may be parked in such a manner as to damage common area or increase the Association's insurance liability.
9. Large commercial-type vehicles (over ¾ ton), recreational vehicles, campers, motor homes, trailers, boats are not be parked in driveways or visitor parking for longer than 48 hours. Only private passenger vehicles, small pick-up trucks and vans up to and including (¾ ton) used for everyday transportation are allowed to be parked in driveways. Major repairs or restorations of any motor vehicle, boat, trailer, aircraft, or other vehicle is prohibited, including in the garage space, except for emergency repairs, and then only to the extent necessary to enable movement to a proper repair facility.
10. Vehicles found in violation of the parking policy, and as permitted by California Vehicle Code, are subject to tow or other disciplinary action. All expenses for vehicles towed and stored are the responsibility of the vehicle owner. The Association assumes no liability whatsoever from vehicles being towed.
11. Vehicles parked and remaining unmoved for fourteen (14) days are considered to be stored or abandoned, even if parked within a permitted parking area. Vehicles with expired registration are considered inoperable. Only operable vehicles are permitted on the property.

### **CARPORT STORAGE**

Carports are for parking of vehicles only. Homeowners may not store any other items in carports except for garbage cans in the spots specifically designated for this purpose.

### **USE OF GARAGES**

It has been brought to the attention of the Board of Directors, that some residents at Miller Creek are not utilizing their garages to park their vehicles. This creates an unsightly appearance, tends to congest the area, and restricts visitor parking. Furthermore, vehicles parked in driveways that extend over the sidewalks impede pedestrian access.

The Miller Creek CC&Rs as amended and recorded on August 12, 2002, at Articles 6.6(c)(3) & (4) in part state " Each resident must first utilize his or her carport or garage for parking so as to avoid frequent or continual parking of that resident's vehicles in Common Area parking spaces. Garages and carports may only be used for parking of vehicles and other storage which will not interfere with parking of two vehicles." Also at Article 6.8, "Garages may only be used for parking of vehicles and other use and/or storage which will not interfere with parking of vehicles." Each such garage shall be maintained by the Owner to whom exclusive use has been granted in clean, sanitary and attractive condition."

**All residents are asked to park their vehicles fully in their garage or carport and are given notice that garages must have room for the parking of two vehicles.** Should the Board be made aware of a conversion or use of a garage that prohibits the parking of vehicles,

homeowners will receive written notice and may be subject to disciplinary action pursuant to Association policy, including the levying of fines.

## **POOL & PAVILION RULES**

HOURS                                      9 AM TO 10 PM DAILY  
LAP SWIM ONLY                          6 PM TO 7 PM

### **Keep Gate Closed at All Times.**

**THIS IS YOUR POOL: PLEASE REPORT ANY VIOLATIONS OF THE RULES OR REQUIRED REPAIRS/MAINTENANCE TO SHARP PROPERTY SERVICES, 898-8366**

**REPORT TRESPASSERS TO THE MARIN COUNTY SHERIFF 479-2311.**

1. **THERE IS NO LIFEGUARD ON DUTY AT THE POOL.** Miller Creek HOA will not assume any responsibility or liability for users of the pool area.
2. Guests must be accompanied by a resident.
3. Children under 14 must be accompanied by a resident adult.
4. **NO GLASS BOTTLES OR DRINKING GLASSES IN POOL AREA:** Non-breakable plastic glasses and containers only.
5. Lotions only, please. No suntan oil in pool, such as: "coconut oil."
6. Radios are to be kept at a volume so that only the persons using them hear them.
7. Residents will be held responsible for damages caused by their children or guests.
8. All individuals using the pool must wear swimsuits. Cutoffs or jeans are not permitted.
9. Children who are not potty trained must wear rubber pants or other waterproof swim wear specifically designed for pool use by children who are not potty trained.
10. No running, yelling, splashing, cannon-balling or games such as tag.
11. No floats, balls or frisbees in the pool.
12. Upon request, the first 10 minutes of every hour shall be designated as lap swimming only.
13. No animals or bicycles in the pool or pavilion area.
14. Smokers, please use ashtrays. Please do not litter.
15. All food must be prepared and consumed in the Pavilion area only, not around the pool.

Any violation of the pool rules may result in loss of your pool privileges and/or levy of fines.

Note: Our most serious problem with the pool is unauthorized access – both nonresident use and after-hours use. Please do not loan or copy your pool key for persons not residing in Miller Creek. It would not be a nice way to introduce your friends to a Deputy Sheriff in addition to risking the loss of your own pool privileges. If you become aware of unauthorized use or after-hours use, we strongly encourage you to report the problem as instructed above.

The pool Pavilion, or Cabana area, is for all residents to use; however the area may also be reserved for private parties. Appendix A to this booklet contains a form with the usage rules for reserving the Pavilion.

## **TENNIS COURT RULES**

1. Use of the tennis court is limited to Miller Creek residents (owners or tenants) and their accompanied guests;
2. Regulation tennis shoes are the only shoes permitted on the tennis court;
3. Play is on an unreserved basis;
4. Doubles take priority. Two sets only;
5. Play is limited to one set if others are waiting;
6. Please:
  - a. No pets inside tennis court;
  - b. No roller skating;
  - c. No skate boards;
  - d. No breakable containers;
  - e. No bicycles;
  - f. Use a protective guard for end of metal rackets;
  - g. Be considerate of the neighbors when playing in the early morning. No play before 6:45 am.

**MILLER CREEK HOMEOWNERS ASSOCIATION**  
**ENFORCEMENT POLICY AND SCHEDULE OF FINES**  
(Civil Code 1363) Adopted by the Board of Directors on October 17, 2000

As you know, ensuring that all owners abide by the governing documents of our Association is one of the Board's most important duties.

While the Association has a variety of enforcement tools available to it, one of the most effective is the ability to impose fines to obtain governing document compliance. The goal of a fine is to encourage compliance, not to increase revenues. The Board therefore establishes the following fine schedule:

- |                          |                                  |
|--------------------------|----------------------------------|
| • First Violation        | \$50.00                          |
| • Second Violation       | \$75.00                          |
| • Third Violation        | \$100.00                         |
| • Violations with Damage | appropriate fine, plus all costs |

The Association retains the right to combine any fine with any other disciplinary action or other sanctions or conditions depending on the seriousness of the infraction. For violations that are continuing in nature, such as failure to remove an unapproved architectural alteration, or parking violations, fines maybe levied for each day that the violation continues, up to a maximum amount per month of \$500.

The Association will notify a member in writing, by either personal delivery or first-class mail, at least 15 days prior to any meeting at which the Board is considering or imposing discipline (including the levying of fines) upon a member. The notice will provide:

- the date, time and place of the meeting;
- the nature of the alleged violation for which a member may be disciplined; and
- a statement that the member has a right to attend and may address the Board at the meeting.

The member may also request, at the meeting, that the issue be considered in Executive Session.

If the Board imposes discipline on a member, the Association will provide a notice of the disciplinary action by either personal delivery or first-class mail to the member within 10 days following the action.

If a fine is levied, it will be due and payable ten days after it is levied and will be added to the owner's account.

## **ARCHITECTURAL CONTROL**

It is the objective of the Association to maintain a consistent look and feel to the property.

No building, fence, wall, or other structure shall be commenced, erected or maintained, nor shall any exterior addition to or change or alteration be made in the appearance of any structure or landscaping located upon any lot, without prior written approval of the Association. The Association may require the plans and specifications showing the nature, kind, shape, color, height, materials, and locations of the change.

### ***PROCEDURE FOR APPLYING FOR ARCHITECTURAL MODIFICATION***

Homeowners wishing to make *any* visible change to their property exterior must follow this procedure:

1. Request a design review application from the management firm or obtain one on the Miller Creek Web site ([www.millercreek.org](http://www.millercreek.org)).
2. Submit this form to the management company including a description of the modification and a plan or picture of the proposed modification.
3. The Board has up to sixty (60) days to review a request submitted by an owner. The management company will notify the homeowner if and when his proposal is approved. No work must commence on the modification until approval is received.
4. Homeowners making approved building modifications will be required to sign a "Hold Harmless" agreement, documenting the agreement releasing the Association from future responsibility to maintain or repair such modifications. This agreement, and the rights and responsibilities, run with the Real Property and is binding upon each successor.

**Design Review Application**

## **SPECIFICATIONS**

### ***RAIN GUTTER SYSTEMS***

The following are guidelines for installing and maintaining rain gutter systems:

- It is the homeowner's responsibility to ensure that all rain gutter installations are compliant with these specifications.
- All gutters must follow the line of the roof or corners of the house.
- Gutters should be spaced away from the building to allow for painting.
- Material should be metal. Metal is recommended as it takes paint more easily.
- Gutters must be painted to match the siding and trim of the house. Painting must be done with proper quality paint (see paint specifications below) to ensure longevity.
- Gutters need to be sanded (metal) or treated and primed prior to painting.
- Drains must point away from the building's foundation.
- Homeowners are responsible for the continued maintenance and upkeep of their gutter systems.

### ***SHINGLE ROOF REPLACEMENT***

Shingled roofs must be replaced with:

Manufacturer: GAF  
Type: 30 year + composition shingle  
Color: Burnt Sienna Blend

Any other roofing material for sloping surfaces must written have approval from the Design Review Committee.

The Committee recommends, but does not require, that existing shingled roofs be removed and that a minimum of a 30 year shingle be installed.

### ***PAINT COLORS***

## **MILLER CREEK HOMEOWNERS ASSOCIATION**

### **Paint colors**

As of June 2006, we have a new improved paint color scheme. We have contracted [Urban Brothers Painting](#) to do the job. The paint is from [Dunn Edwards](#).

#### ***Body Color***

- [Bison Beige](#) – W701/DEC750, Evershield

#### ***Trim Color***

- [Weathered Brown](#) – W701/DEC756

### **Optional Door Colors**

- [Cherry Bomb Red](#) DEA 105
- [Encore Teal Blue](#) DEA182
- [Weathered Brown](#) DEC756
- [Black](#) DEA187
- [Billiard Table Green](#) DEA178

### **WINDOW INSTALLATION**

#### **REQUIREMENTS FOR APPROVAL**

#### **WRITTEN APPROVAL IS REQUIRED PRIOR TO INSTALLATION**

- Bronze frames.
- Permits as required by the County of Marin are the responsibility of the lot owner.
- Double Pane
- Clear glass (not tinted) (grid pattern/mullions are not permitted)
- Windows of the same dimensions as existing.
- Window Location, same as existing.
- Repair or replacement of any trim or siding due to installation. Installation of windows *over* existing window trim is not permitted.

Painting of the trim to match existing, one coat of primer and one or two coats of finish color as needed.

**GARAGE DOOR REPLACEMENT POLICY**

**ROUGH SAWN WOOD FINISH**

---

- Mfr: Carriage House Door Company
  
- Type: Roll up
  
- Sections: 2” Steel Back Insulated
  
- Core: 2” EPS Polystyrene Insulation
  
- Battens: Rough sawn Doug Fir, factory primed, , field painted
  
- Windows: None
  
- Design: Custom-  
Factory primed rough sawn Doug Fir with vertical rough sawn Doug Fir battens and (1) rough sawn Doug Fir horizontal strip at the top. See attached sketches for number and size of battens. All faces and edges of wood to be factory primed with (2) coats for Kelly Moore A-100 Exterior Primer, or equal, ensure the plywood is completely dry prior to each procedure. Final paint to be (2) coats, field applied, color to match adjacent paint finish.
  
- Section Ht: Max section height is 24”, doors to be divided into equal sections based on height of existing opening. Existing opening heights vary and will need to be field verified by the garage door subcontractor prior to ordering.
  
- Door Width: Varies. Existing opening width vary, some openings at the existing carports will have to be reduced in order to accommodate new garage door hardware, this will be determined by the garaged door subcontractor. Existing opening widths vary and will need to be field verified by the garage door subcontractor prior to ordering. Areas of infill to be constructed to match adjacent walls, paint with (2) coats of Kelly Moore A-100 Exterior Primer, or equal, and (2) coat of finish paint, color to match adjacent paint finish.
  
- Hardware: Per manufacture specification.
  
- Note: Sanded and rough sawn plywood will develop surface checks, especially when exposed to moisture and sunlight. These surface checks can lead to early paint failure with paint systems. It is recommended that the wood on the doors be painted every two years in order to keep the checks under control and to minimize the possibility of early paint failure.

Owners may also replace their garage door with one to match existing one piece construction, plywood with battens.

Paint - Owners are responsible for painting the new garage door **within 21 days of installation.**  
Color pursuant to the paint policy.

## MILLER CREEK HOMEOWNERS ASSOCIATION

### **SATELLITE DISH/ANTENNA POLICY**

The revolution in communications technology has brought with it more options than ever for receiving information. Satellite and ground based receiving dishes are now relatively small and can often be concealed or placed in locations that are aesthetically acceptable.

The purpose of this policy is to provide guidance to owners who wish to install receiving dishes or antennas. This policy is adopted in accordance with recently enacted FCC regulations and decision, and, to the extent that they do not conflict with that authority, Civil Code 1376 and our Covenants, Conditions and Restrictions (CC&R's).

#### **The Policy**

1. **Satellite Dish.** As used in this policy, the "satellite dish" shall include all direct Broadcast Satellite Systems (DBS), multipoint distribution services (wireless cable) Instructional Television Fixed Services (ITFS) and Television Broad Cast Signal Systems (TVBS), and any other transmitting or receiving antenna or device.
2. **Size.** The only satellite dishes that will be permitted are those measuring one meter (39 inches) or less.
3. **Requirements for Installation.** Prior approval is not necessary for a satellite dish installed on an owner's lot. The Association requires that the dish reflector be painted to match the color of the siding on your home. *Consult your installer and/or manufacturer for the appropriate type of paint to use and which portions of the dish may be painted without interfering with the transmission of the signal.*
4. **Location.** The placement of the unit should be such that it is not visible from the street. If such placement were to preclude an acceptable signal, the homeowners would be free to locate the unit elsewhere on his/her property, but in the most unobtrusive location possible, consistent with the reception of an acceptable quality signal.
5. **Wiring.** All wiring must be installed in such a way that it is not visible from the common area or neighbor's home.

It is the goal of the Association to allow members to enjoy the benefit of this technology while continuing to enhance and maintain the aesthetic beauty and value of our community.

## ***MILLER CREEK HOMEOWNERS ASSOCIATION***

### ***Specifications for the Replacement of Property Fences***

#### **Verification of Site Conditions by Contractor**

**Fence at 53 Blackstone Drive is built to these specifications.**

- Fence Boards: 1”X 8” Construction Grade or better Rough Redwood, fastened edge-to-edge with square top & bottom, edges.
- Top Trim Board, facing common area, 1X8 Redwood.
- Fence Height: Match Existing
- Posts: 4” X 6” foundation grade pressure preservative treated, set in concrete at a maximum of 8 feet apart.
- Top Rail: 2”X 4” rails, each run parallel and level.
- Bottom Rail: 2”X 4” rails, each run parallel and level.
- Middle Rail, 2X4, centered.
- Ledger Board/Kickboard: 2”X 8” pressure preservative treated no. 2 hem. fir
- Fasteners: Required hot dipped galvanized or stainless steel screws, nails or other fasteners and connectors.
- The dimensions of the fenced area to be as per the recorded map of Miller Creek Homeowners Association and verified on site. Any deviation to be verified with property manager.

Note: All Lumber Dimensions are Nominal

The bottom of the 1 x 8 fence boards can either butt to the pressure treat or attach to the back of it. The key is to keep the fence boards out of ground contact and water.

## **MILLER CREEK HOMEOWNERS ASSOCIATION**

### ***Fence Replacement Policy***

Pursuant to Article 5.2(f)(1) “Where the Owner has a fence or retaining wall on the boundary of his or her Lot which is adjacent to the Common Area, the Association shall repair, replace and otherwise maintain that portion of the fence or retaining wall, as well as paint the surface of the fence or retaining wall which faces the Common Area or public thoroughfares.”

It is Miller Creek Board of Directors policy to replace fences when it is determined the structural integrity indicates replacement is appropriate. Fences that have weathered and/or have some rot

but are otherwise structurally sound and functional may or may not be repaired, but not replaced.

# Recreational Facility Contract

DATE OF EVENT	<input type="text"/>
TYPE OF EVENT	<input type="text"/>
NUMBER ATTENDING	<input type="text"/>
START TIME	<input type="text"/>
END TIME	<input type="text"/>
YOUR NAME	<input type="text"/>
ADDRESS	<input type="text"/>
PHONE (DAY)	<input type="text"/>
PHONE (NIGHT)	<input type="text"/>

## Policies, Rules, and Regulations

1. Reservations for the use of the facility must be made **at least 15 days prior** to the event.
2. This form must be signed by an adult and mailed to the Management Company with the **Cleaning Deposit** of \$75.00. The full cleaning deposit is required to reserve a specific date.
3. Maximum time limit is **6 hours**, (excluding set up and clean up). Hour limitations are from **11:00 a.m. until 7:00 p.m.**
4. Maximum number of people attending the function is **THIRTY** for weekends and **FIFTY** for weekdays.
5. Exclusive use of the facility does not extend to the pool, and consideration for other's use must be observed.
6. Normal Pool Rules must be observed, especially keeping the pool entry gate closed at all times. This may require an adult to stand at the gate to ensure that small children do not wander in without adult supervision.
7. Monthly Homeowners assessments for the responsible party indicated above must be current.
8. The Association's **liability insurance does not extend to you or your guests**. You should contact your insurance carrier for coverage of your event indicated above.
9. The Association does not warrant the condition of the facilities prior to your use. It is recommended that you inspect the area prior to its use, as normal everyday use may have resulted in less than desirable conditions when you need it. The existing condition, however, does not eliminate your responsibility for cleaning up the area following its use.
10. I understand, by signing this form, that I am responsible for my guests and myself. It is my responsibility to observe the posted rules, and the Association Covenants, Conditions, & Restrictions (CC&R's), and my responsibility is extended to my guests.
11. Failure to adhere to these rules or to leave the facility in a clean condition will result in the loss of the \$75.00 deposit.

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**I have read the policies, rules, and regulations governing the use of the Miller Creek Recreation facilities and agree to comply with each of them as a condition of the use for the activity indicated on the application. Furthermore, the applicant agrees to indemnify,**

**defend, and hold harmless the Miller Creek Homeowners' Association, its officers, employees, agents and licensees (individually and collectively), from all claims, lawsuits or legal liability for injuries to persons, including death or property arising out of or in any way connected with the use of the premises reserved herein or the activity for which this permit is issued.**

**SIGNATURE DATE**

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MAIL COMPLETED APPLICATION WITH \$25.00 CHECK FOR RENTAL FEE AND A SEPARATE CHECK FOR CLEANING DEPOSIT OF \$75.00, PAYABLE TO MILLER CREEK HOA TO:

Sharp Property Services  
P.O. Box 2803  
Novato, CA 94948