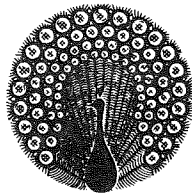


# THE PEACOCK



March, 1984

The Board of Directors of the Peacock Gap Homeowners Association wish to thank all of the residents who responded to the inquiry about renewing the CC&R's and their many comments.

It is interesting to report that 70% are in favor of renewing the Covenants, 25% abstained and 5% are not in favor of renewing the Deed Restrictions.

To bring all of you up to date as to what and why, the reason is that the CC&R's, which means Covenants, Conditions and Restrictions will expire in 1986. That is the term of the Covenants as they were written in 1961.

The Board is aware that the Covenants are not as strict as they could be, nor do they address many of our problems today. These Covenants were written by the Developer. As a rule, a subdivision is completed by the Developer and then the Covenants are signed over to the Association for enforcement. Unfortunately, the subdivision of Peacock Gap was not completed by the Developer and in 1967, the Peacock Gap Homeowners Association became the "Declarant" or "Keeper of the keys" with the responsibility of completing the subdivision with 102 empty lots, and trying to live with statements and promises that the former developer (s) as there were more than one, made.

It has not been easy. the Association was charged with enforcing the "written word" and not at the discretion of a developer. What the early residents understood as "gospel" was only the desire of the developer, and not written in the Covenants.

Why should we renew the Covenants as they are now written, since we find them inadequate?

This question was discussed with our legal counsel, and he said that you cannot change the Covenants which were written at the time of development, unless ALL home owners agree. In other words, you need 100% approval. That is not realistic. We have at least 12 absentee landlords, who would probably never agree, or bother to answer us. As it is now written, we need 2/3 of the residents/homeowners approval to extend the Covenants for an additional 20 years.

Without Covenants, we have no Homeowners Association; no voice in local government, and no order in Peacock Gap. We have no organization to respond to the imminent development, no one to see that the needs of Peacock Gap are met. No representatives for the Peacock Gap neighborhood. Nothing!

Another question asked is: Why do we allow basketball hoops? During the early years when the developer was the enforcer of the Covenants, he allowed basketball hoops and television antennae to go up. The basketball hoops was addressed with legal counsel, after the Association "took over" as Declarant along with the then 12 home owners who had put them up. After much discussion, the following was decided: Inasmuch as the basketball hoops were up at least 7 years, and when you take a family to court to fight a child who wants to play in his front yard, your chances of winning was almost zero. Peacock Gap did not have a playground then, and it was difficult to get them removed when the developer allowed them. The television antennae were necessary because you could not get television reception in Peacock Gap. There was no cable then, and television was a part of our society, and they all went up. After cable came in, not everyone accepted it because of the financial commitment. Therefore, both basketball hoops and television antennae were allowed. The backboards of the basketball hoops were painted the color of the homes so as not to be distasteful, but again, many residents did not want to do that and so they did not.

Putting composition on the rooftops: The policy was that roofs were replaced with medium or heavy shakes, or wooden shingles, depending upon the architecture of the residence. During the past 3 to 5 years, with the fire hazards burning many areas, the State and City has taken a long-hard look at wooden shingles. At first, it was going to be that all new subdivisions would have fire retardant roofs. That was not made a law, but in some communities, it is required. After much discussion, the Board decided that should a resident want to put on a composition roof, that it be of a high grade quality. To deny the resident, and should the house burn as a result of high winds and a fire, was a responsibility the Association could not accept. The wooden shake roofs are still the most desirable.

The Title Company should provide every resident of a copy of the CC&R's. If you do not have a copy and wish to purchase one, I can provide it for you. There is a questionnaire form in this publication. Please fill out the form and mail it to me.

Where is the money spent? We purchased the playground equipment at Biscayne and Riviera Drive. It will be relocated when that area is developed. We landscaped the dike easement between Peacock Drive and Riviera Drive and many years ago paid for the landscaping maintenance of the entrances of Riviera Drive and Peacock Drive. After much discussion with the City of San Rafael, they are now maintaining those areas. There have been legal and architect's fees during the 6 years of the formation of the Peacock Gap Neighborhood Plan and the "negotiations" with the City of San Rafael and the desires of the Homeowners of Peacock Gap, as to what shall be built and what densities would be tolerated among the

eight parcels of land in our community. This has been costly in terms of dollars but has saved our homes in terms of obtaining low densities and deed restrictions much better than ours, which will enhance the value of our homes.

We have parties once a year for the adults in our community and two parties for the children-. We publish the PEACOCK to inform our residents of what is going on and mail it so you will receive it properly. This is costly also. We are now working on a sign entrance to Peacock Gap, a project which has been off and on for a long time. Hopefully it will be erected in 1984.

The lagoon residents pay \$48.00 a year, which is \$24.00 more than non-lagoon residents. For many years, when there were only 3 houses on the lagoon paying \$48.00, the Peacock Gap Homeowners Association paid from \$850 to \$1500 a year to treat the lagoon waters. Not until 3 years ago, when the City Manager advised us whose responsibility the lagoon waters were, were we aware that the Peacock Gap Country Club should treat the waters. After advising them of this commitment to their lands, they did in fact treat the lagoon. This year, they shall treat it twice, and should the waters need a third treatment, the Homeowners Association will pay for the chemicals for that treatment. Since the lagoon is for lagoon resident's use, that additional \$24.00 shall go for that third treatment. There is some money from the lagoon residents in savings, which shall be published in the next PEACOCK.

Someone asked why funds were used for mosquito abatement. That is not true. We have never used funds for that treatment. That is the responsibility of the Mosquito Abatement District.

The Association has used its influence as much as possible and has a very friendly relationship with the Peacock Gap Country Club. They are responsive in many of our complaints. We are aware that there are problems with some trees on the golf course, but we cannot force them to cut or remove their trees because of a resident's displeasure. When we get complaints, we forward them to the Country Club. We shall continue this policy and know that the Country Club manager will work with us.

The dog leash law is a San Rafael Ordinance. The Association cannot enforce a City ordinance. We can only appeal to the dog owners to keep their dogs on a leash, not allow them to run loose and damage the neighbor's yard. We have no jurisdiction over City laws.

PEACOCK GAP UPDATE....

The San Rafal Planning Commission has approved the following...

- A time extension for a 41 lot subdivision\_ N.Y.-Cal.  
12 unit Condominium " "  
in the Brick Barn
- A time extension for a 61 lot tentative map  
at the end of Peacock Dr. for American Savings  
& Loan

The time extension shall be for a period of two years. Also in the 41 Lot Subdivision and 12 Unit Condominium in the Barn is the approval of the water tank, a site previously agreed upon by the Homeowners Association. EXCEPT, although the Association had argued that the water tank should be buried, it was not going to be approved by the Marin Municipal Water District. Our persistence and with assistance from the San Rafael Planning Department, the water tank shall be partially buried, with only an 8 foot visible elevation. Visible only that it shall be above grade level, but shall be covered with landscaping and trees, to be approved by the Planning Department. Also, the access road to the water tank shall also have provisions of tree and vegetation approval should it be cut down to provide for that access road. The Homeowners Association is very pleased with this decision, because it will have NO visual impact from the existing homes.

Another interesting note from the Planning Department, is that N.Y.-Cal. Industrial Corp. (Chinn Ho properties) is released from the contract of having Ponderosa Homes develop their 41 single family detached homes and the Brick Barn conversion. They are no longer in an agreement with N.Y.-Cal. for construction of any part of their lands.

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THANK YOU DEPARTMENT OF PUBLIC WORKS

The landscaping at the entrance of Riviera Drive is finally finished. Due to the rains, and some predicted high tides, the work had stopped on that project. Dave Bernardi, Director of SR Public Works, said it would be finished by March 1...and it is. Thanks Dave...and Bob Beyer, SR City Manager.

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CLEAN WATER...

Due to the inexhaustible efforts of Jack Pearson, Edward Robinson and Jean Downs, all residents of Lagoon Road, the lagoon treatment will be on time and constant.

The Homeowners Association entered into an agreement with Nitto Corporation, owners and managers of the Peacock Gap Country Club, that they shall treat the lagoon waters two times a year, and should the algae growth continue during the summer months, that the Association pay for the chemicals for the third treatment.

The Peacock Gap Country Club acknowledges its responsibility for the clean lagoon waters and invested in the purchase of chemical spraying equipment (pump, hoses and nozzle..and a motor to attach to their boat for the application of this chemical,) and it is now stored in their maintenance barn. Pearson, Robinson and Downs kept after this project and personally went to the East Bay to investigate the equipment and its capabilities. After some negotiations, the Country Club made the investment and when the weeds start to grow this spring, and the waters need treatment, we no longer need to wait for a Chemical Treating Company to schedule treatment. It can be done within a 12 hour notice, and shall be done in that manner. This is cost effective to the Country Club and they have been generous to add these duties to their Country Club maintenance.

WE THANK THE PEACOCK GAP COUNTRY CLUB, MR. NINNO AND THE VERY CAPABLE KATHY FOR MAKING ALL OF THIS POSSIBLE.

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JUST FOR THE RECORD.....

There seems to be some misunderstanding about the responsibility all homeowners have to Peacock Gap. When any home owner decides to do any structural changes to the exterior of their property, major landscaping changes, fence adding, swimming pools, room additions, ONLY the Architectural Review Committee is authorized to review those changes. Should you have these improvements in minds, please call a member of the ARC , or Mary Carpou, 456-8225 for review. Members of the Committee are: Everett Hintze, Larry Frate, Sidney Lewin and Leonard Rubin.

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IF YOU NEED A COPY OF YOUR COVENANTS PLEASE FILL OUT THIS FORM AND MAIL TO MARY CARPOU, 165 Peacock Drive, San Rafael, 94901 with an enclosed check to cover costs of reproduction.

NAME \_\_\_\_\_ PHONE \_\_\_\_\_

ADDRESS \_\_\_\_\_ COST: \$2.20

There are 22 pages to each set of Covenants. There are four subdivisions in Peacock Gap, and you are in ONE of those subdivisions. Each subdivision has its own set of Covenants. To defray that cost, at 10¢ a page, please enclose your check made out to the PEACOCK GAP HOMEOWNERS ASSOCIATION. We will deliver your packet, because it will be very expensive to mail.

DO WE GET A BUS OUT HERE?

A representative from Caltrans called the Association and asked if they could conduct a survey out here for perhaps getting some bus service in Peacock Gap. Knowing that it would be a welcome service, we are attaching a survey form to THE PEACOCK. For those who wish to avail themselves of this service, please fill it out and mail it to them. Only in this manner can they know how often and when it will be used. DO NOT SEND IT TO THE HOMEOWNERS ASSOCIATION. Follow the instructions on the survey.

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WELCOME TO TOM HUDDLESTON...

Tom Huddleston, 7 McNear Drive has recently been elected to serve on the Board of Directors until November 1984. Tom is serving the unexpired term of Gary Blatt, 16 Peacock Drive. Gary was unable to fill out the term and his resignation was accepted with regret. Gary has served as a Board member for many years, for 2 separate terms, and he shall be missed in terms of valuable input and direction to the Board.

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PLEASE CUT BACK YOUR TREES/BUSHES,.....

A common complaint is that trees and shrub continue to grow over the sidewalk, making it impassable to pedestrians. Peacock Gap has many walkers and joggers, and if the tree branches are very low, they have to go into the street: if the bushes grow over the sidewalk, again, it is impassable. Please trim them back. Help us to keep Peacock Gap as attractive as it is. Cut back the vegetation! Please!

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TRASH CANS ARE UNSIGHTLY.....

With garbage collection being once a week, there is no reason to have garbage cans, trash cans in your front yard, or visible to the front street. Please keep those containers behind the gate..fence..or out of view from the street. On garbage collection day, we know you must put it curbside. Notice will be given to those who do not comply. We need your cooperation and appreciate your conformance. Thank you!