

April 7, 2018

Dear Homeowners and Residents of Spy Glass Hill,

Enclosed/attached please find the Agenda for our next Board Meeting, Monday April 9, 7 PM at the Fireside Room of the Highlands Country Club.

You will also find the Minutes of our last meeting, plus my "Ruminations" about our parking issues and the maps of Spy Glass Hill that I have been able to find through the public record. The maps appear to show parking spaces by number, although they are nearly illegible. All of you have deeds which identify YOUR parking space by number, and I encourage you to take a look. If you need help identifying your deeded parking space, let me know. I have resources that can help us.

I have also attached for your review the page from our CC&Rs with articles 3.1.15 and 3.1.15.1 about garage use and parking.

Also, re shared maintenance responsibilities, you will find included in this package pages 38-42 of our CC&R's. Shared maintenance responsibilities is NOT on the Agenda for the upcoming meeting, but it has been on our minds as we anticipate more maintenance needs.

I hope these materials are helpful to you and that you will attend the Board Meeting. I expect that we will be deciding to spend money on landscaping needs (an irrigation clock and debris removal). We need to recruit one or two more residents to the CORE (Emergency response) project. And we will be talking about parking.

Warm regards,

A handwritten signature in black ink that reads "Tricia Swift". The signature is written in a cursive style with a long horizontal line extending to the left and another extending to the right.

Tricia Swift, President of the Board, HHI HOA

**Hiller Highlands Phase 1  
Board of Directors Meeting  
Monday, April 16, 2018  
7 PM**

**Highlands Country Club – Fireside Room**

|   |            |
|---|------------|
| Welcome   | Swift      |
| Agenda Review   | All        |
| Approval of Minutes from March 5(to come)   | All        |
| Treasurer’s Report  | Cobbledick |
| Homeowners’ Forum   | All        |
| Old Business  |            |
| Informational Reports   |            |
| Firestone – Speed bumps   |            |
| Willoughby – Lighting repairs   |            |
| Swift – Club relationship, CORE,<br>Annual Meeting Arrangements,<br>Coordination with other HOA’s,<br>Maintenance Standards |            |
| Action Items  |            |
| Irrigation Clock Purchase   |            |
| Fire Hazard Debris removal  |            |
| Competitive bids  | Poret      |
| Matching funds search   | Anderson   |
| <br>New Business  |            |
| Parking Issues  |            |
| <br>Next Meeting  |            |
| <br>Adjourn   |            |

**Hiller Highlands Association Board Meeting Minutes  
Highland Country Club 3/5/2018**

**Board members present:**

Tricia Swift, President  
Carole Anderson, Vice President  
Steven Cobbledick, Treasurer  
Gary Firestone, Secretary  
Rosanna Poret, Board Member  
Steven Willoughby, Board Member

**Spyglass Hill residents attending the meeting:**

Ann Mulligan  
Sonja Woodham

**Meeting called to order:** 7:01 pm

**Agenda Items:**

**I. Approval of Minutes from Feb. 12, 2018**

Minutes were approved except for one correction in that no decision was made concerning the temporal framework (fast vs slower) by which funds will be added to the reserved account. This issue will be discussed in future board meetings.

**II. Treasurer's Report/tax filings (by Steve C.): Approved**

Operating Account (Union Bank): \$13,329.12  
Reserve Account (Union Bank): \$100,888.36  
Reserve Account (Certificate of Deposit): 0.00  
**Total: \$114,217.48**

Steve C. mentioned that tax-related material was sent to David Levy, and that the HHI homeowners association is registered as a non-profit entity.

**III. Homeowner's forum**

A questions was raised about the reason for the legal fees spent last year. No discussion on this topic occurred.

**IV. Reports from February 12<sup>th</sup> assignment**

Fire Prevention and Emergency Preparedness: Tricia will be meeting with other Hiller Highlands phases (especially those contiguous with us) to coordinate efforts concerning fire prevention, and will talk to Fred Booker about fire prevention preparedness. She will

report on this at the next board meeting. Carole catalogued items still needed in the Spyglass Hill emergency supply box (near Ann's residence). Some of the items that are either missing or need to be replaced include medical supplies, food/water, sledgehammer, etc. Tricia bought several flashlights, and Steve W. volunteered to buy a sledgehammer for the emergency supply box. Ann mentioned that we probably should not store food/water in the emergency box, but perhaps we should coordinate with the Hiller Highland Country Club about the storage of emergency water and food, and potentially other emergency supplies. Steve W. mentioned the importance of distributing a map of the locations of turn-off valves for the gas lines connected to each unit. All agreed that it was a good idea. A coordinator needs to be found for CORE training on concerning fire prevention preparedness, and one suggestion was to ask Ed Ono as he has served as a CORE training coordinator in past years.

National Night Out August 7<sup>th</sup>, 2018. A coordinator of this event is needed. Carole said that she would consider being the coordinator, and Tricia plans to ask others associated with the street.

#### Updates on Specific Tasks.

- Steve W. will check on the lights in need of new bulbs and/or repairs on the street, and will talk to Tim Palmer, Club Manager, about how to repair light fixtures on Spyglass Hill that are the same type as used by the club. Steve W will also check with the club about getting the light on the down hill side of the North entrance working, which is owned by the club.
- Gary reported that the new Walkway project is essentially completed, with it only needing a small hole to be filled near the 40/38 trash bin area. Once the rainy season is over, Berkeley Home Repair will look over the entire project to see if any minor repairs are needed.
- Carole reported that there are problems with the new road surface in that there are numerous small surface chips of the slurry in many sections of the road. Tricia will work with Dryco on how to correct this problem.
- Steve W. reported that he talked to Tim Palmer, Club Manager, about the ivy that needs to be cleared away at the top of the rim where the club and HHI boundaries meet. The trimming of trees was also discussed.

#### **V. Specific concerns.**

**Landscaping.** There was a discussion concerning the cost of landscaping/irrigation based on the Cleary Brother's proposal for 3 phases of work on the areas surrounding the street. Rosanna reported that the estimate was roughly \$40,000 to \$60,000, and the discussion then centered on alternative strategies for landscaping. It was mentioned by several board members that the trimming and hauling of dead trees could be significantly less expensive using labor other than from Cleary Brothers. Rosanna will obtain competitive bids for this work. The clearing of the overgrowth bushes between Anne's residence and Chuck/Suha's new residence may cost around \$3,600, although the

relative responsibility of the Club vs HHI association needs to be examined. Rosanna reported that ~\$5,000 will be needed to put in a new irrigation clock. A final decision to do this was postponed to the next meeting. Carole helped to complete a grant application from the Diablo Valley Safety Council concerning the removal of dead trees from the upper slope in 2016. She will look into applying again for a \$5,000 grant + matching funds. There was discussion of renting a wood chipper to more easily dispose of debris and dead trees.

**CC&Rs revisions-exploring cost/need.** Discussion continued from the previous board meeting about how to make revisions in the CC&Rs, in particular issues such as cost, need and types of changes, such taking into account new technologies that did not exist when the original CC&Rs were formulated. Tricia will research how maintenance standards and enforcement rules might be incorporated into the CC&Rs. This issue will be discussed in future board meetings.

**Speeding cars on the street.** There was a continuation of the discussion about speeding cars on the street. The street speed limit is 15 MPH. Gary volunteered to obtain information about installing speed bumps.

**Assessments vs Increased dues.** There was a brief discussion about how to fund, as needed, some of the proposed projects for the street and to increase our reserve funds. The pros and cons of an assessment of all units or increasing dues were mentioned as potential strategies. It is anticipated that there will be continuing discussions on this issue.

The Spyglass Hill website address/link is <http://hillerhighlandsone.net> and **spyglassresident** is the login-in phrase. The board encourages everyone to use the website and provide feedback about how it might be improved.

Meeting adjournment: 8:22 pm

Next board meeting is scheduled for Monday April 16<sup>th</sup>, 2018 at 7 pm.

Respectfully submitted by Gary Firestone

April 7, 2018

Dear All,

I have been ruminating about parking...

As we approach the parking issue, let us keep several things in mind:

- 1) Spy Glass Hill has a sign at the entry that clearly reads "**PRIVATE STREET; 15 MPH; Parking Restricted; Violators will be towed at Owner's expense; 106 otc, cvc 22658, cvc 22953; for towed cars call 510 238-3021**"
- 2) **Per our CC&R's and By Laws, garages are for the parking of vehicles.** Owners of garages who park their vehicles on the street take spaces intended for guests.
- 3) **All owners without garages have at least 1 deeded parking space. Deeds read "...Exclusive Easement for parking..." and identify the parking space.** As with owners of garages, owners of deeded parking spots who park on the street take spaces intended for guests.
- 4) All owners have copies of their deeds and our CC&R's and By Laws and should be familiar with them. Your deed identifies your deed parking space and the CC&Rs and By Laws are our governing documents. Owners are responsible for knowing and respecting them and also for providing them to tenants and to advise them to abide by them.
- 5) If all homeowners and tenants are familiar with this information and abide by it and guide guests accordingly, there should not be a problem.
- 6) Parking spaces have not been and are not now marked.
- 7) There has been resistance to marking parking places lest we look like an apartment complex.

This is neither a mystery nor rocket science.

While there have been various parking issues in the past, it seems that on the weekend of March 24-25 we had what might be considered a perfect storm. There was a confluence of factors with some guests/family parking inappropriately, owners not informing guests/family of our parking policy, dramatic actions taken when more neighborly approaches might have worked, use of language triggering more conflict, and inappropriate use of group emails with offensive language. The culmination was the towing of a car parked in another person's deeded parking spot and further ugly confrontations. Homeowners/Tenants/Guests forget/are unaware that HHI has governing documents and signage about restricted parking.

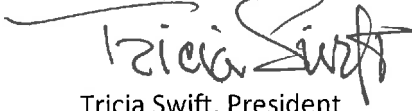
So – what might be some actions to prevent or reduce the risk of further parking issues? Here are some ideas, and the Board is open to others:

- 1) Do nothing
- 2) Mark deeded spots\*
- 3) Mark Guest spots\*
- 4) Mark all spots\*
- 5) Remind all owners that if they park outside their garages/deeded spots they take up room for guests and could be considered in violation of our parking restrictions

- 6) Remind all owners of parking restrictions and that they are responsible for guiding guests to appropriate spaces, and trust them to take responsibility for appropriate parking of their own vehicles and guest vehicles
  - 7) Re-send CC&R's and ByLaws to everyone
  - 8) Re-send a map showing parking spaces by number (consult your deed for your number)
  - 9) Enlarge the sign posted at our street entry\*
  - 10) Ask all owners and tenants to register their vehicles with the HOA and provide a list to all owners so we can personally contact an owner who has parked in a deed spot
  - 11) Issue guest passes
  - 12) Develop a "Code of Conduct"
  - 13) Restrict all Towing Companies access to Spy Glass Hill
  - 14) Other?
- Denote actions which will involve financial cost to the HOA

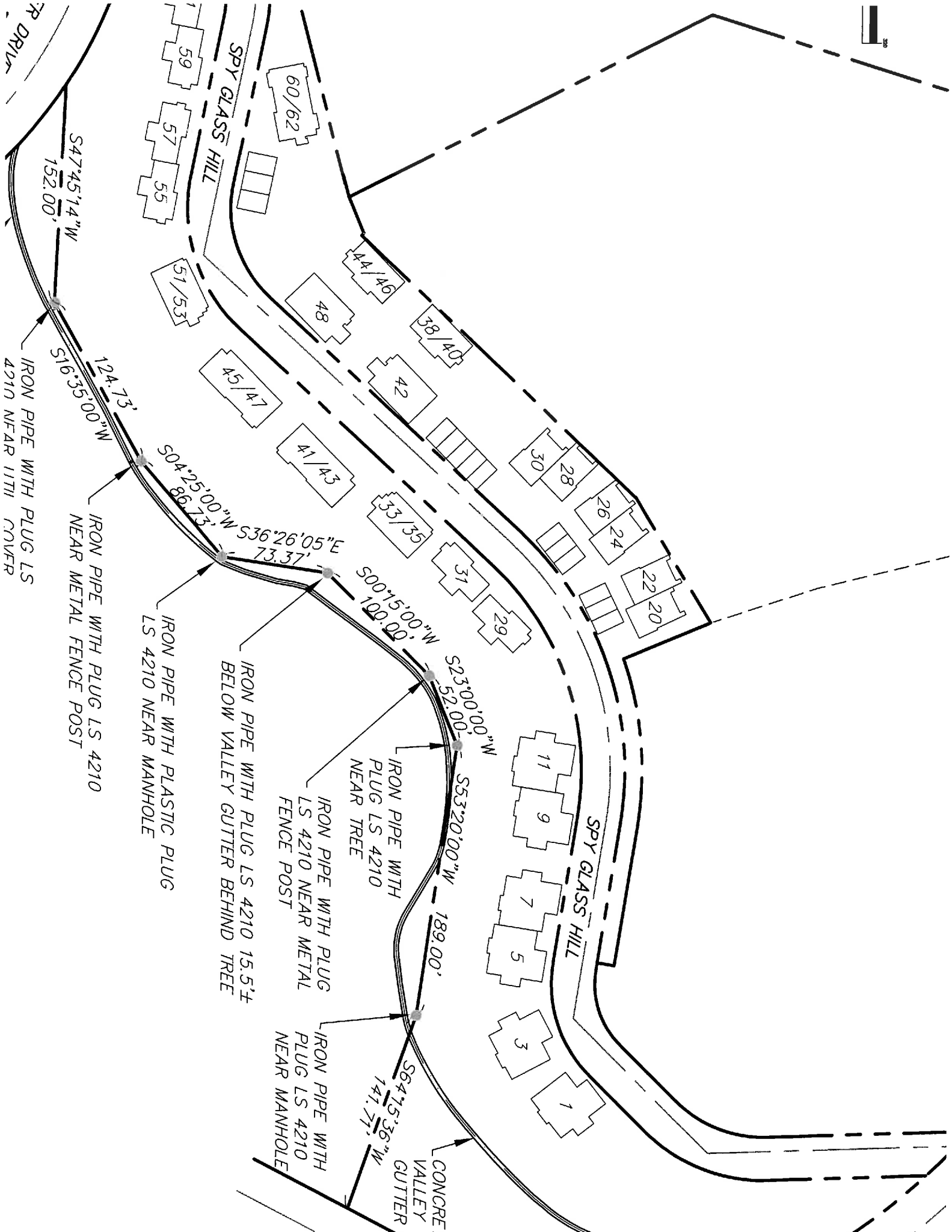
Please give this consideration as we approach the next Board Meeting. Any proposal for action that is put before the Board by a motion will need a second in order to be discussed.

Thank you for your consideration and thoughtfulness.

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Tricia Swift, President

Hillier Highlands Phase 1

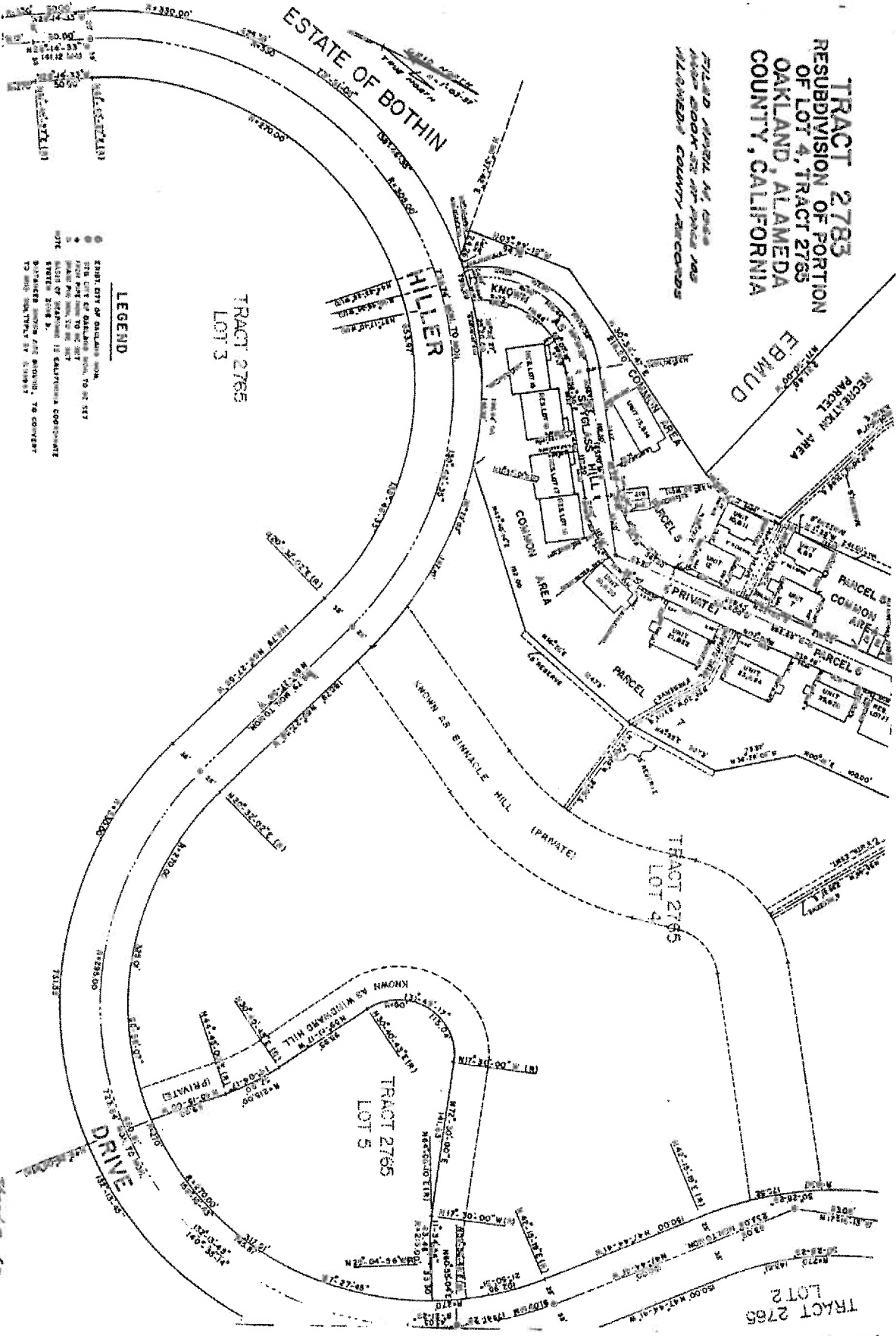






**TRACT 2783**  
**RESUBDIVISION OF PORTION**  
**OF LOT 4, TRACT 2785**  
**OAKLAND, ALAMEDA**  
**COUNTY, CALIFORNIA**

FILED - APRIL 14, 1936  
 11:00 AM  
 ALAMEDA COUNTY RECORDS



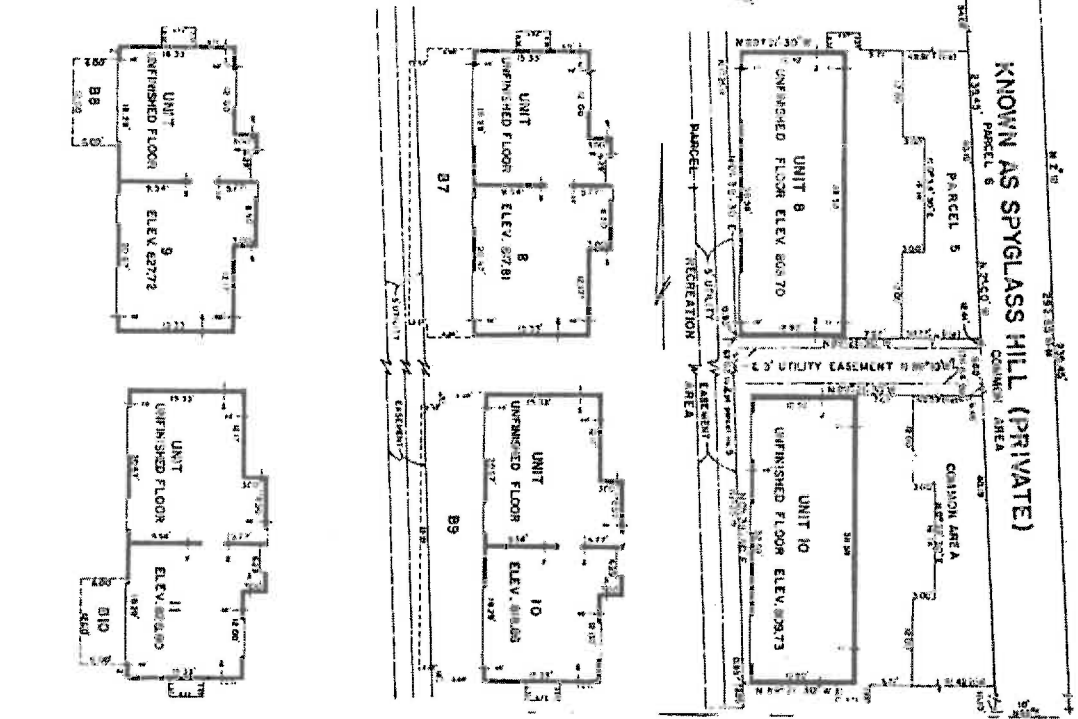
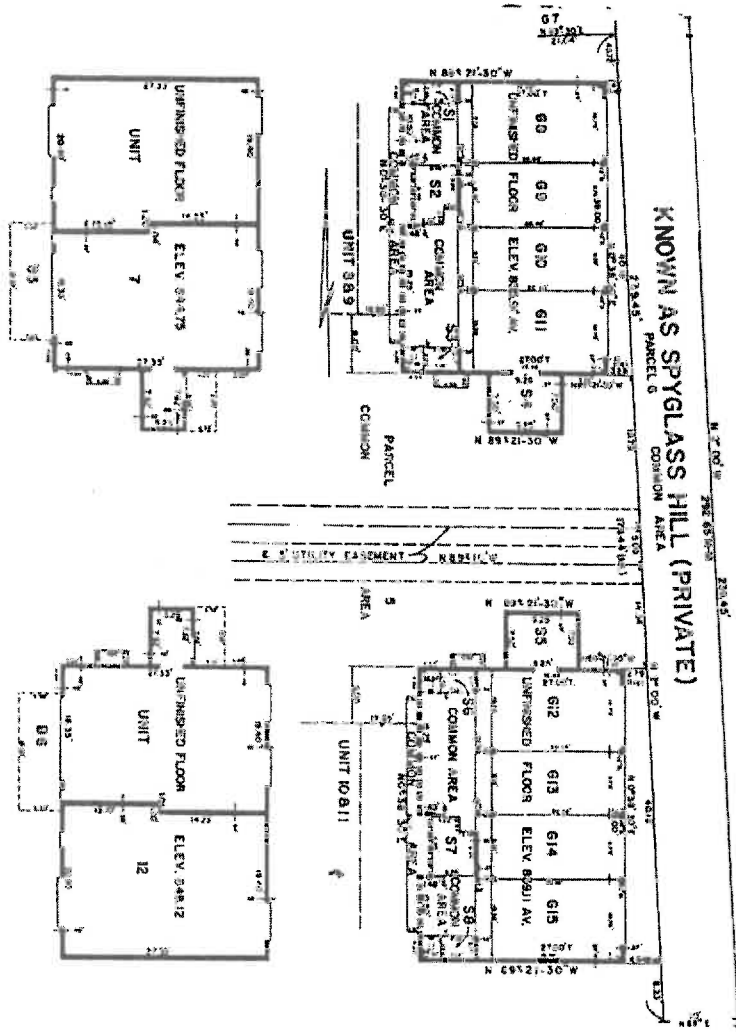
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**COUNTY, CALIFORNIA**

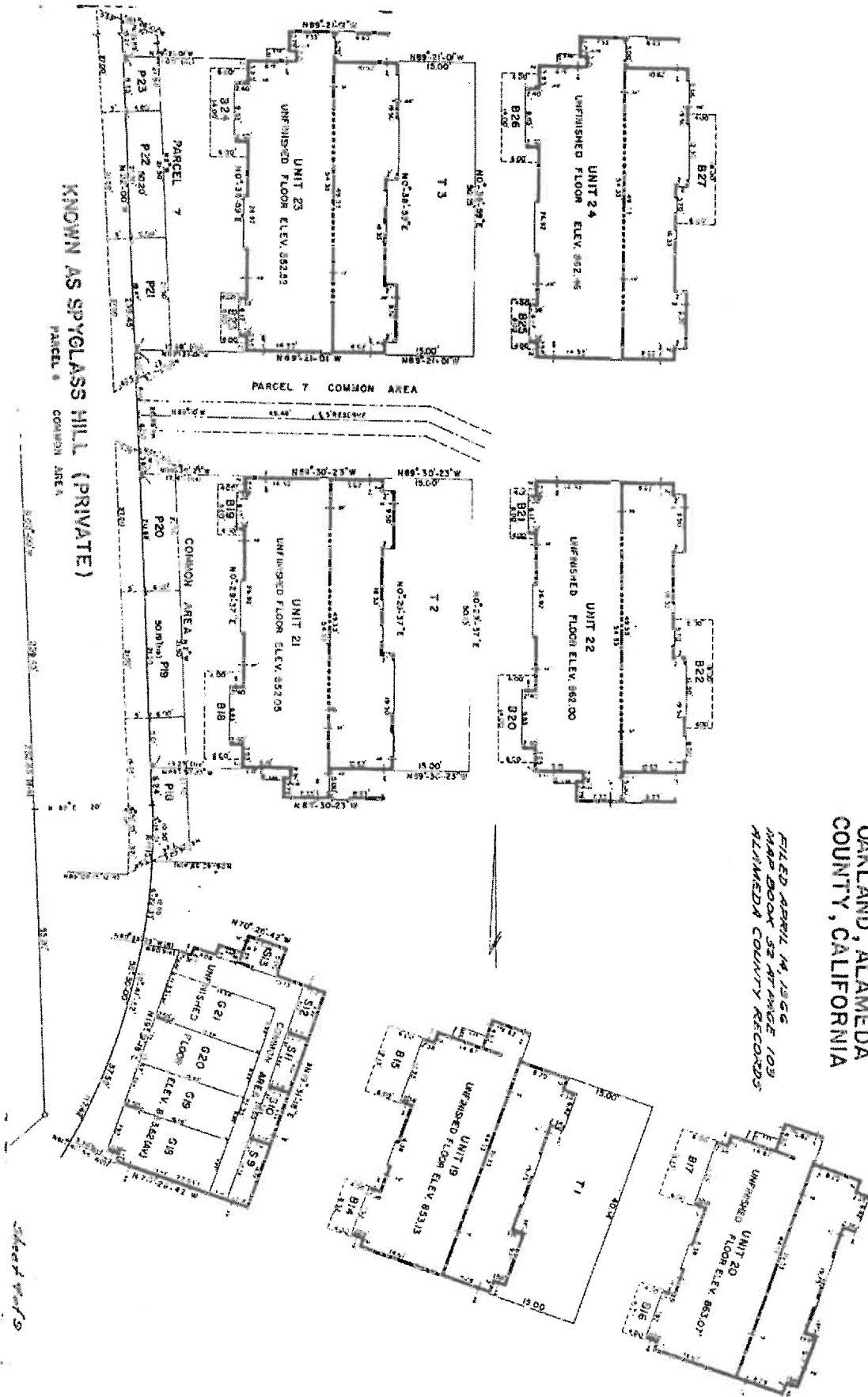
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 MAP BOOK 52 AT PAGE 109  
 ALAMEDA COUNTY RECORDS



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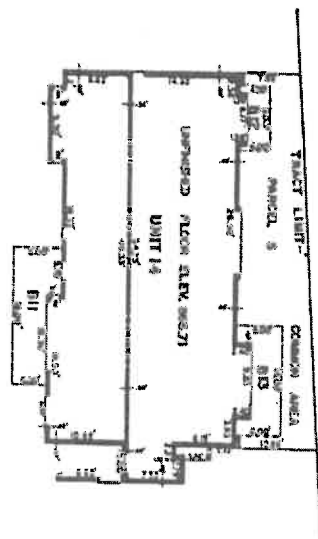
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 MAP BOOK 52 AT PAGE 109  
 ALAMEDA COUNTY RECORDS



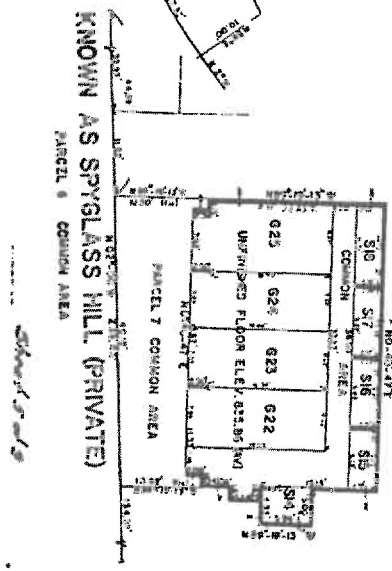
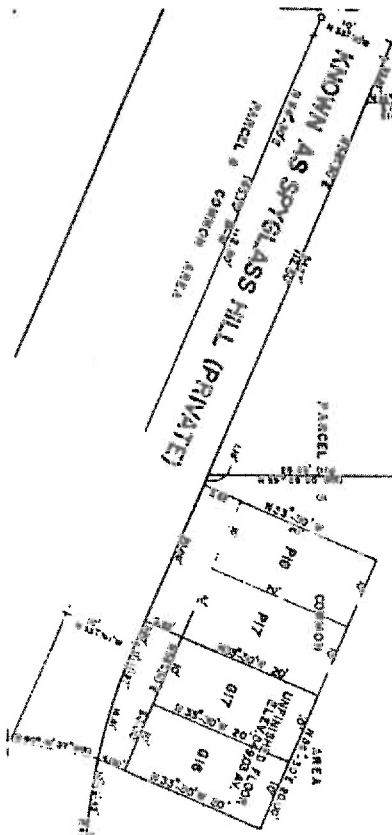
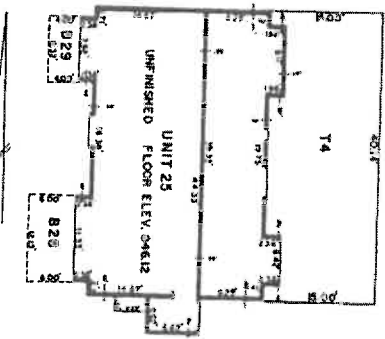
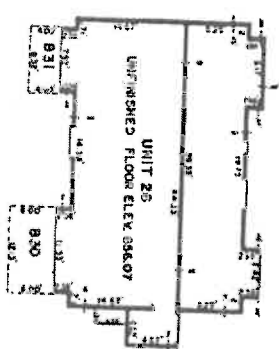
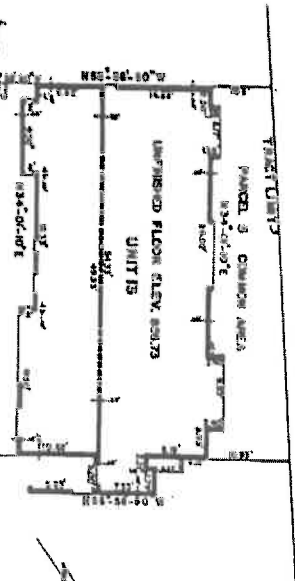
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E.S.W. 1/4



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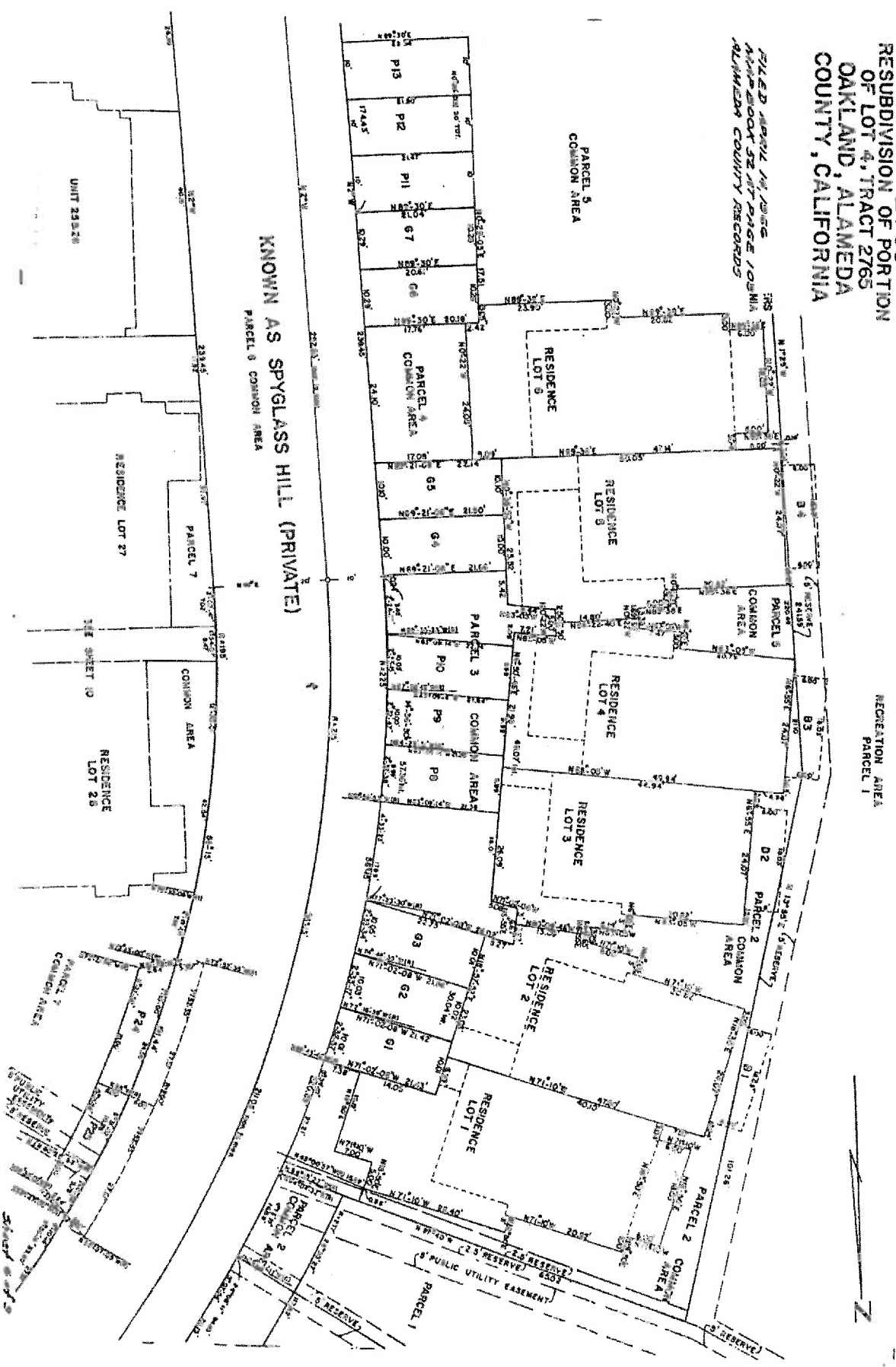
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 COUNTY CLERK OF ALAMEDA COUNTY RECORDS*



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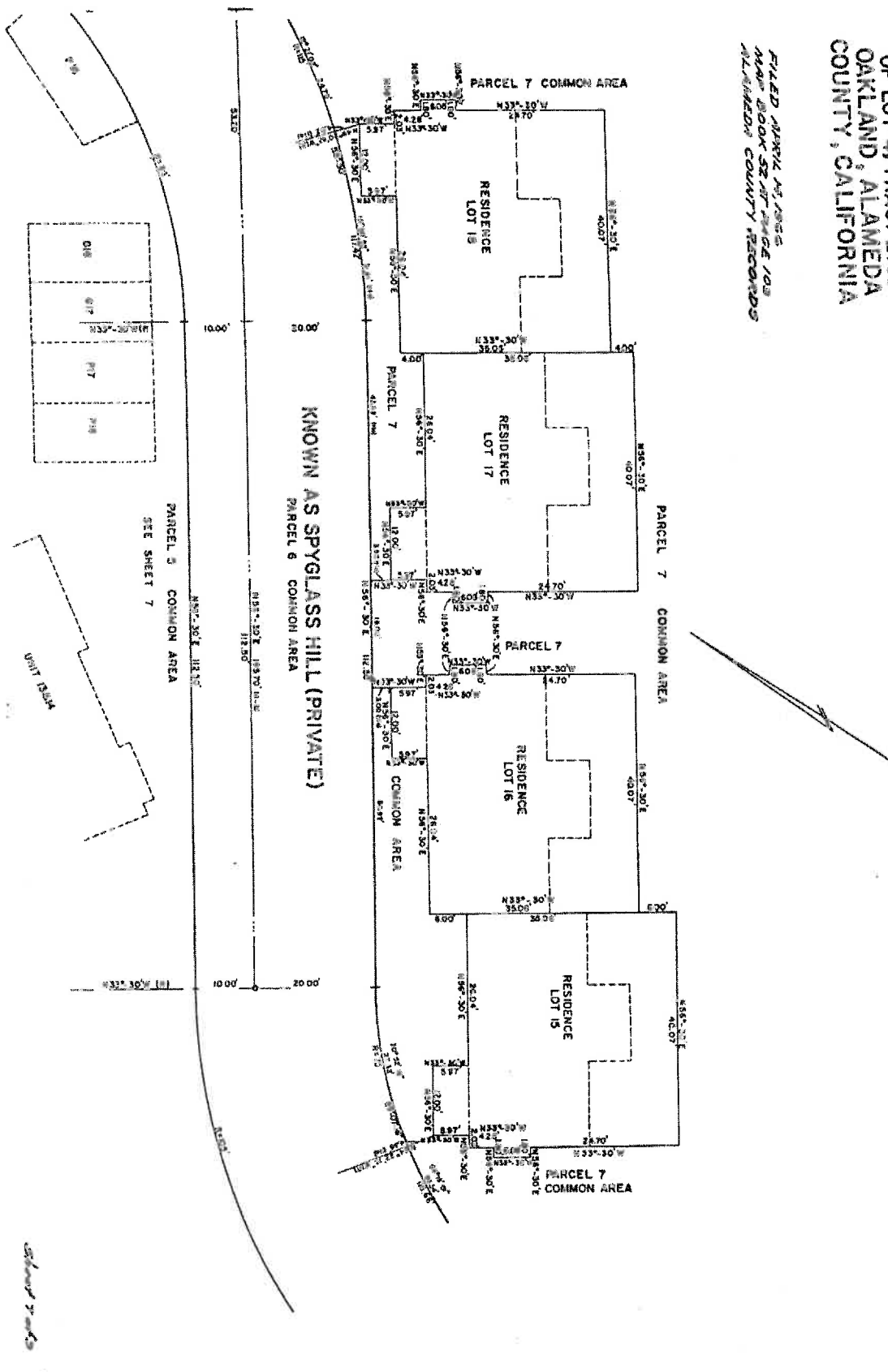
FIELD BOOK 14, PAGE 108  
 PLUMBING RECORDS



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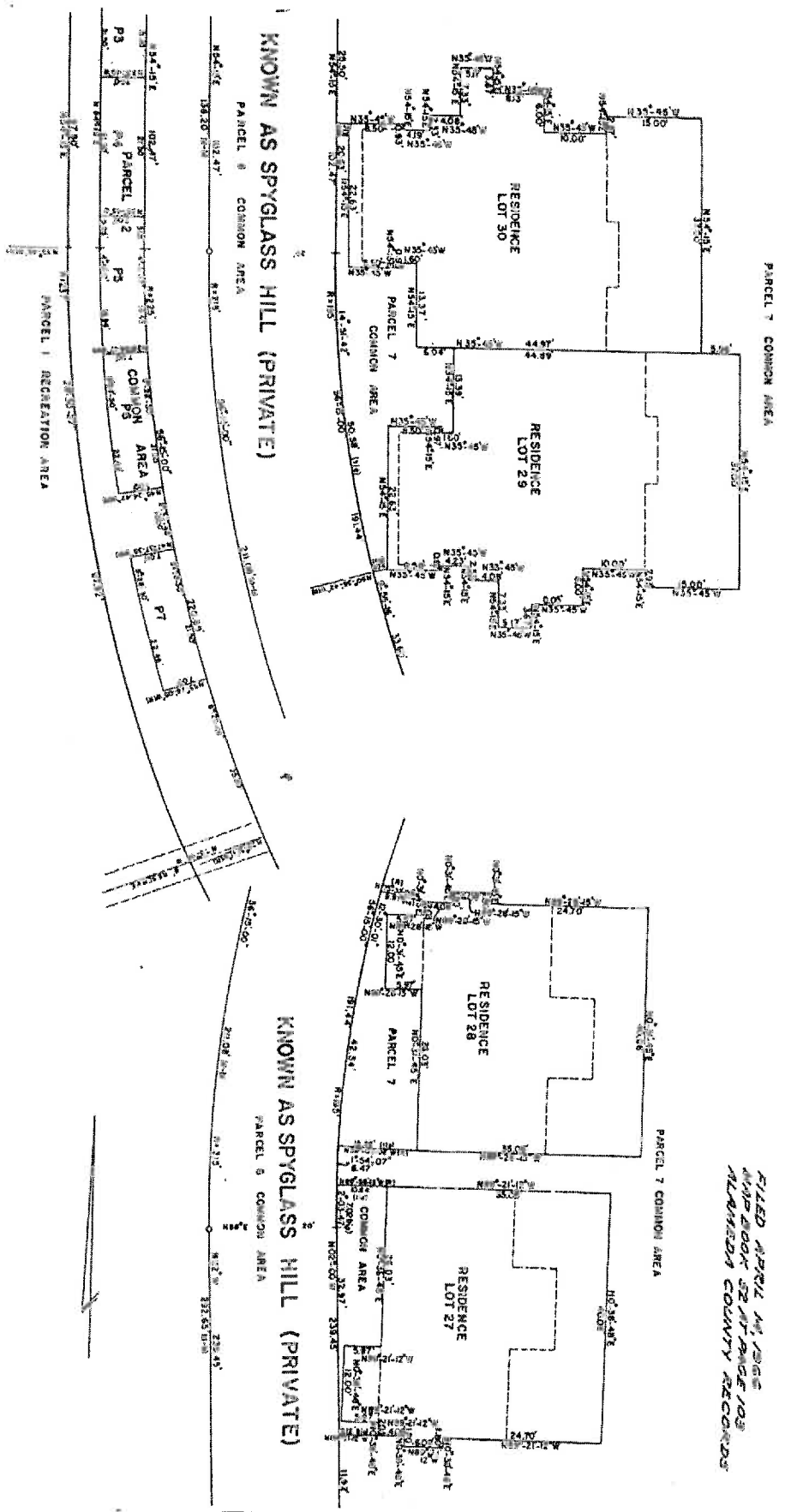
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 ALAMEDA COUNTY RECORDS



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 MAP BOOK 52 PAGE 103  
 ALAMEDA COUNTY RECORDS

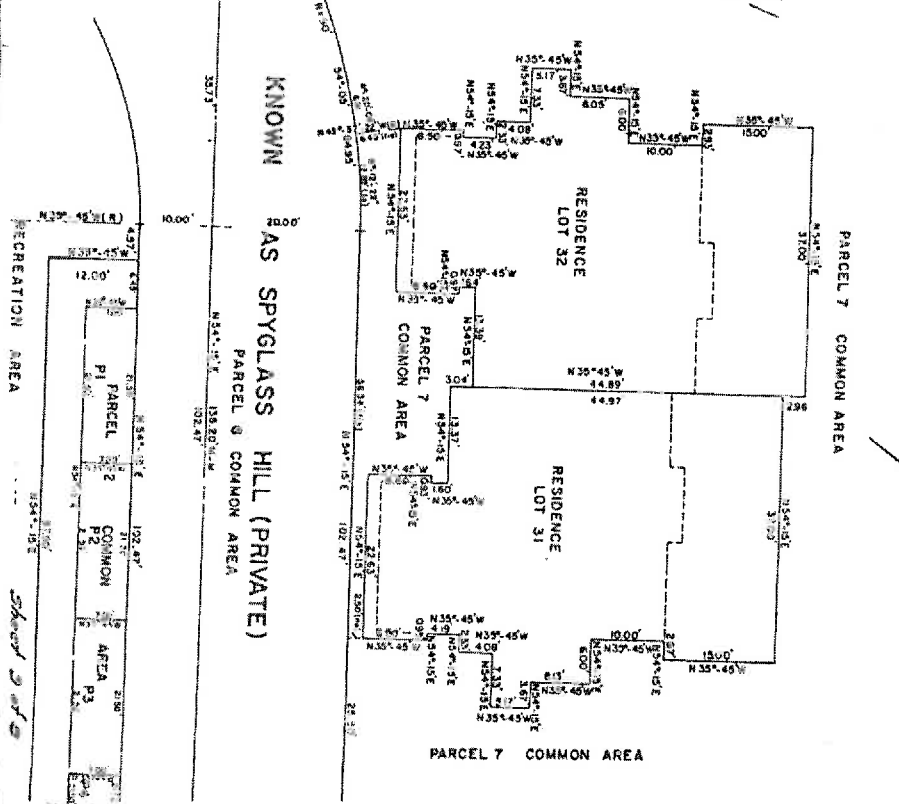
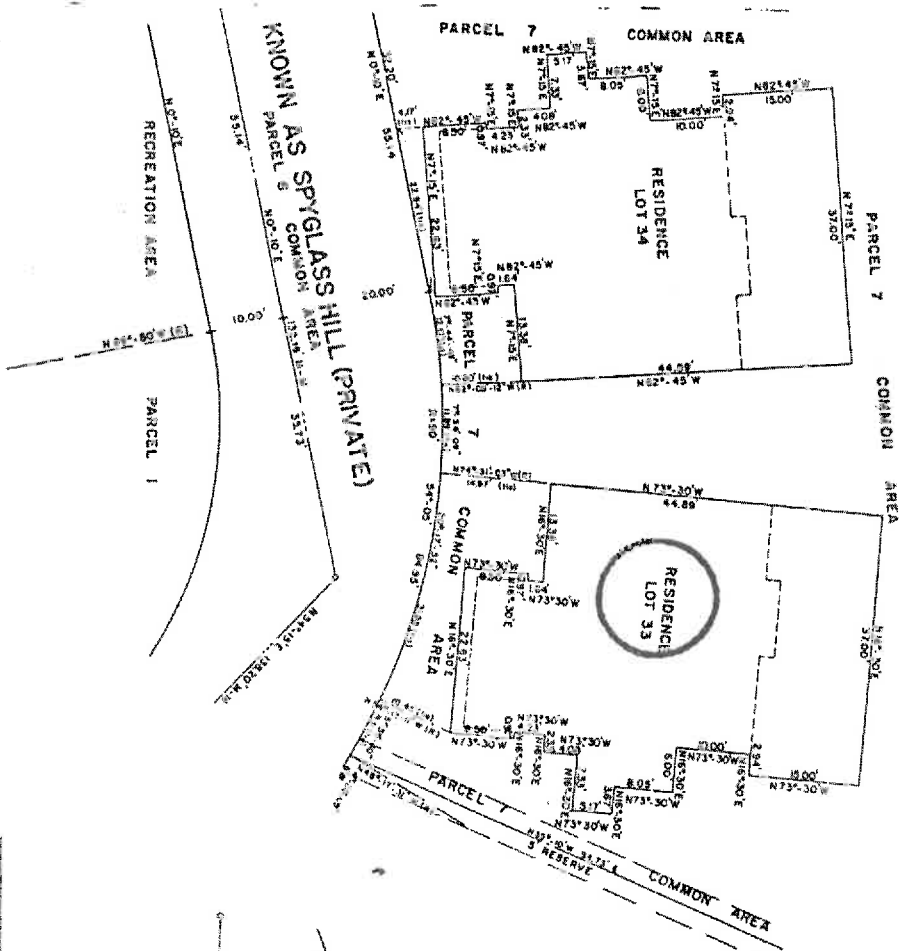


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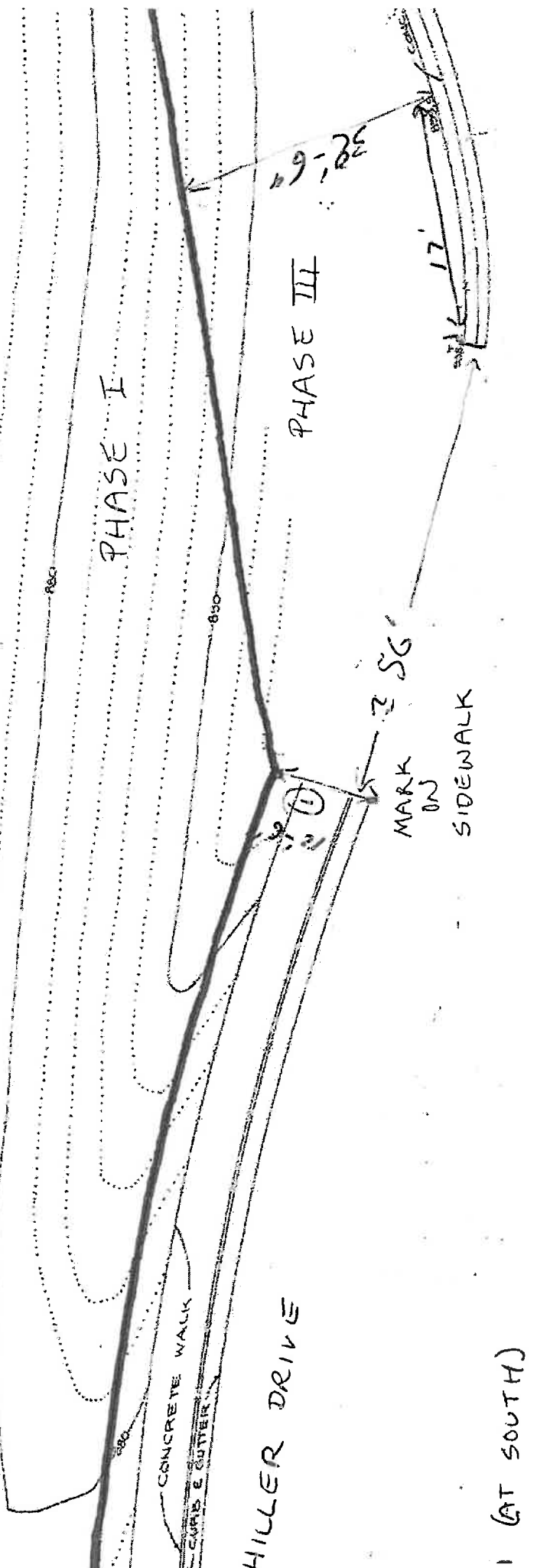
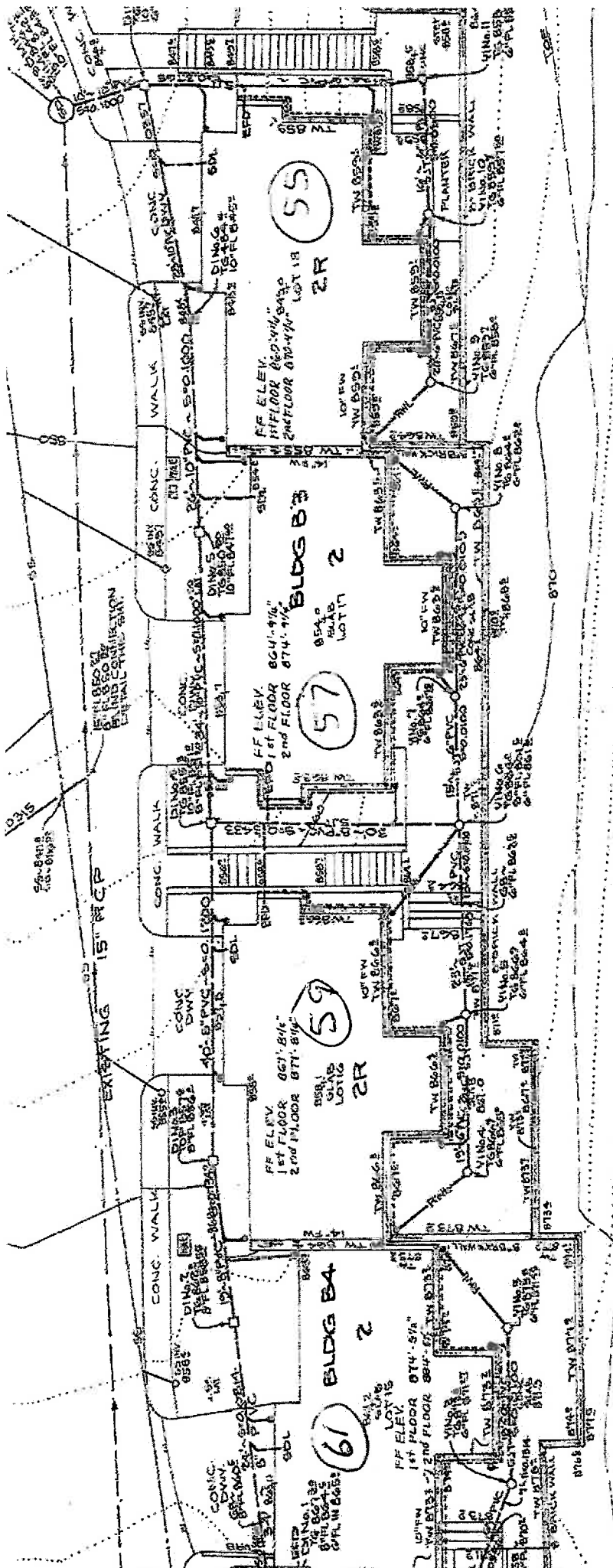


**TRACT 2783**  
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 COUNTY, CALIFORNIA

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 MAP BOOK 52 1ST PAGE 103  
 ALAMEDA COUNTY RECORDS



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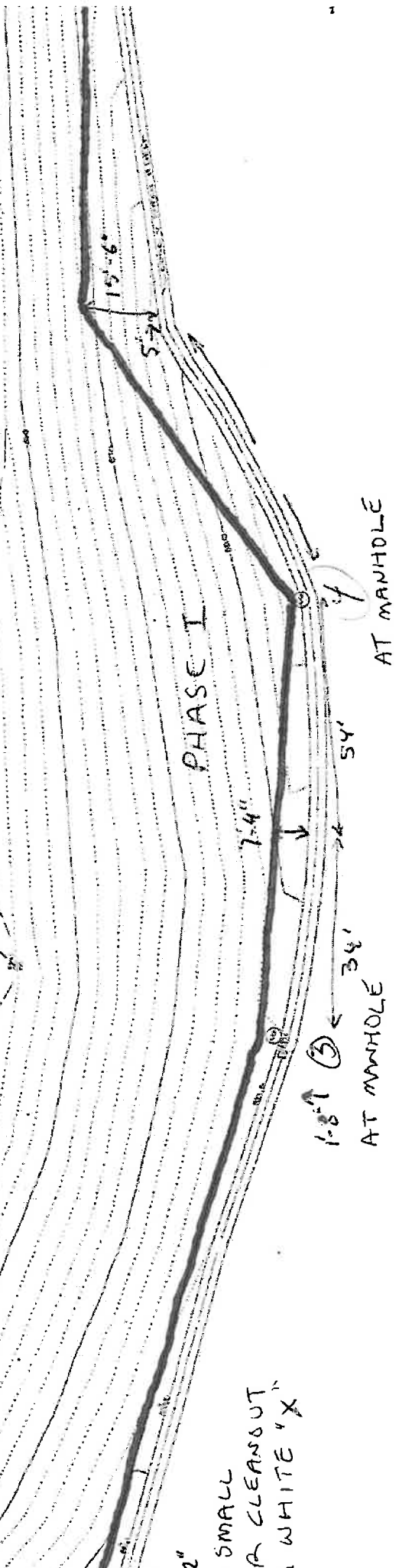
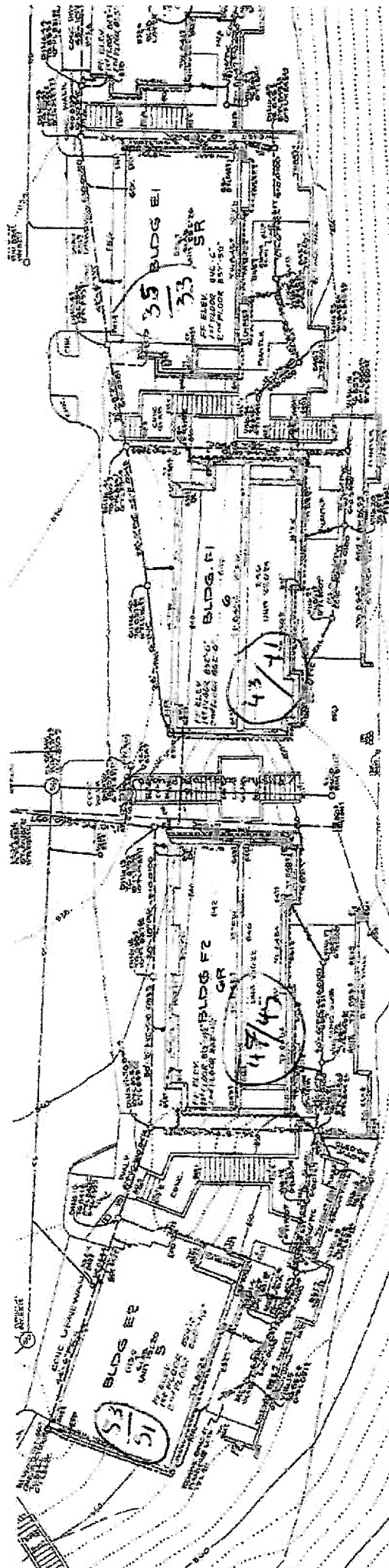
PHASE I

PHASE III

HILLER DRIVE

MARK ON SIDEWALK

1 (AT SOUTH)



2" - SMALL  
 A CLEANOUT  
 1 WHITE "X"

PHASE I

PHASE III

AT MANHOLE

AT MANHOLE

1-8" (3) ← 34'

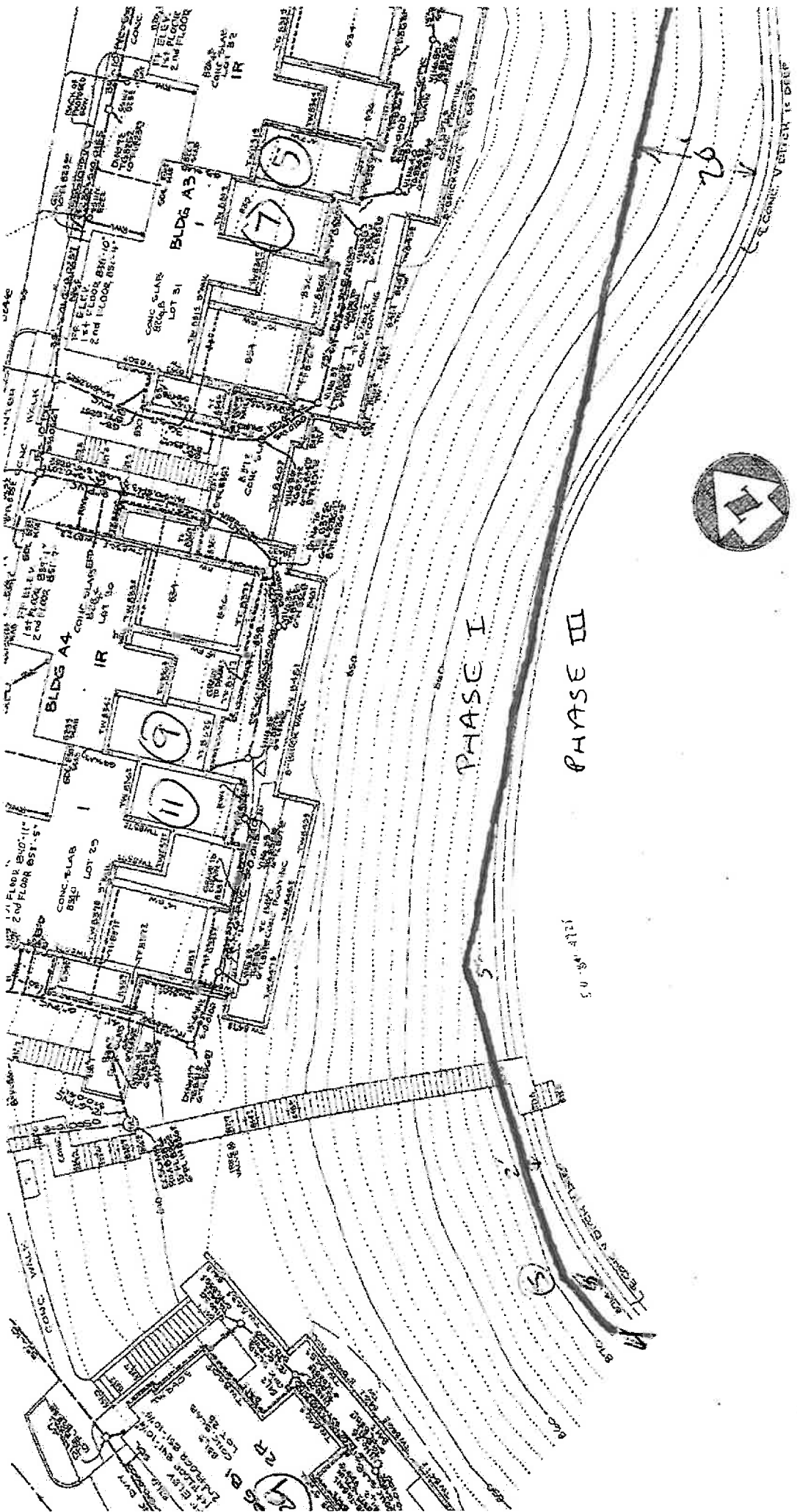
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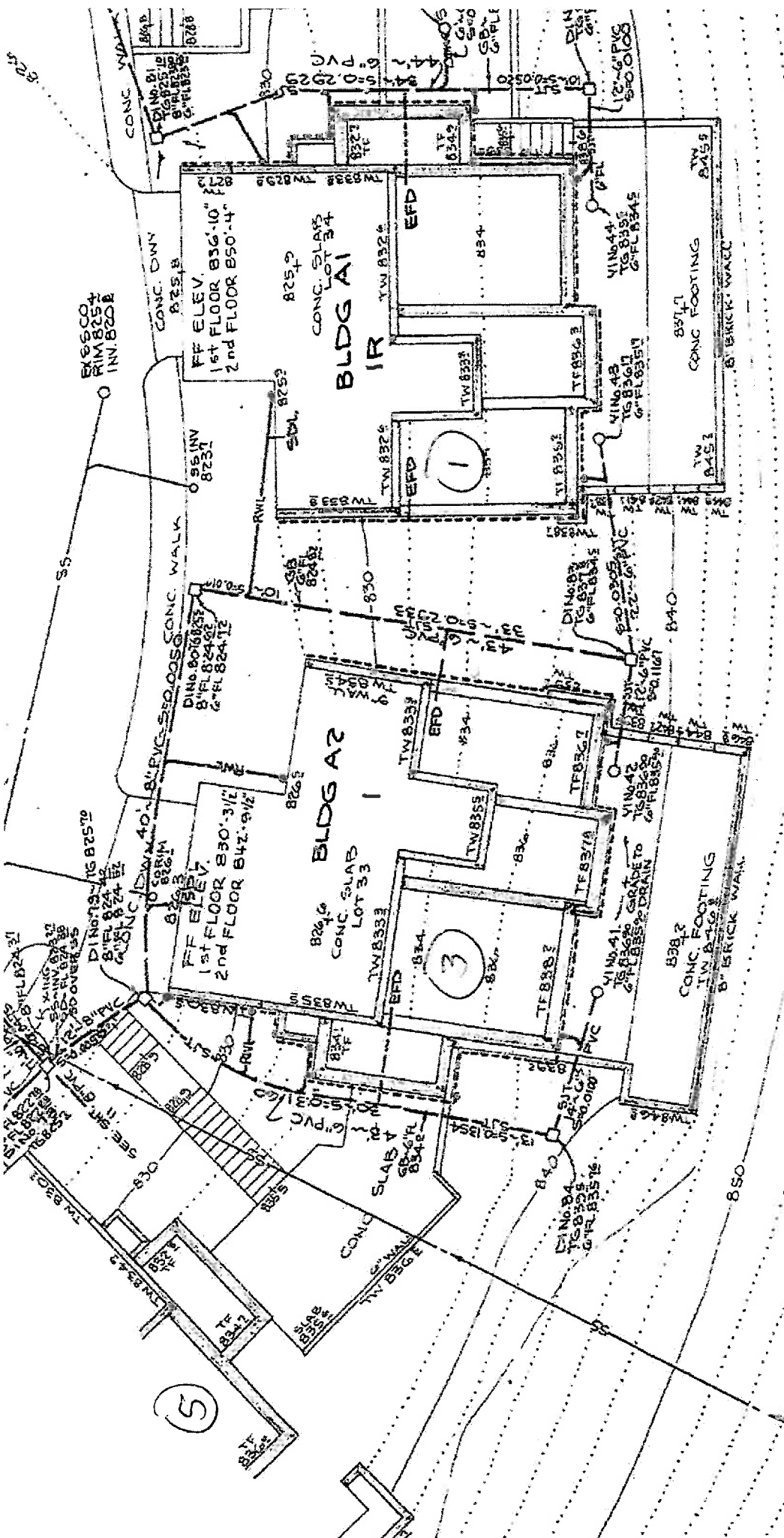
54'

4

5'-7"

15'-6"





PHASE I

CONC. V DITCH 1' DEEP

TO OAK THE STREET  
 R ROUND  
 EN IRRIGATION  
 PLS AND BLACK  
 SYSTEM CHIEF

APPOSITE STREET LAMPS

EX 55 MIN  
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III

### **3.1.14 Garages.**

The repair and maintenance of a Garage is the responsibility of those Owners who use it as described in Exhibit "B". Notwithstanding other permissible uses of space in Garages, Owners of motor vehicles shall reserve Garage space or spaces for the regular parking of said vehicles.

### **3.1.15 Parking.**

The Board shall have the power and duty to establish reasonable Parking Rules for the regulation of parking in the Project. However, the City of Oakland shall be, and is hereby granted an easement for access over, through and across the Street within the Project for purposes of enforcement of all municipal parking codes. Said Street may be so posted by the Association, subject to the City of Oakland's approval of all such posting.

3.1.15.1 Parking spaces and garages are reserved for the storage of vehicles. Storage of other property in the parking spaces and garages is prohibited, except in designated closed storage areas or lockers. This restriction applies whether the parking space or garage is separately owned, or a part of the Common Area.

### **3.1.16 Machinery and Equipment.**

No commercial machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any Residence within the Residential Area except such machinery or equipment as is usual and customary in connection with the use, maintenance or construction of a Residence or appurtenant structures in the Project

### **3.1.17 Dry Rot, Structural Pests, Insects and Rodents.**

No Owner shall permit any thing or condition to exist upon his Residence which shall induce dry rot or excessive moisture on his or adjacent Residences; attract or give access to termites or other structural pests; or breed, harbor or attract infectious plant diseases, noxious insects or rodents.

### **3.1.18 Responsibility for Repairs, Replacement, or Maintenance re Damage by Wood-Destroying Pests or Organisms.**

The Association shall be responsible for the repair of all damages to the Common Areas caused by wood-destroying pests or organisms, and shall be entitled to recover the costs thereof as a Special Assessment. The Owners shall be financially responsible for the repair of all damages to the buildings which are caused by wood-destroying pests or organisms as set forth in Exhibit "B". The Association shall be responsible for arranging for extermination and abatement of wood-destroying pests or organisms, and Owners shall be financially responsible for costs of same. The Association may cause the temporary, summary, removal of any Occupant of a Residence for such periods and at such times as may be necessary for prompt and effective treatment of wood-destroying pests or organisms. The costs of temporary relocation during the repair and maintenance of areas damaged by wood-destroying pests or organisms shall be borne by the Owner(s) of the Residence(s) affected. The

## **EXHIBIT B: ASSOCIATION, CONDOMINIUM AND RESIDENCE LOT INDIVIDUAL SPECIFIC MAINTENANCE RESPONSIBILITY**

In the event the Owners of a Condominium or Residence Lot or the Owners sharing common parking facilities file with the Board a written agreement allocating their shared responsibilities and costs of maintenance in a manner different from this Exhibit "D", and the Board accepts and approves of the agreement, said agreement will be binding for as long as the agreement is in force. In the absence of such a written agreement or following its termination, the responsibilities and costs of maintenance shall follow the assignments indicated below.

1. Excluded from the Owners' Maintenance Responsibility are all cement-on-grade stairs; cement-on-grade patios; retaining walls bordering decks or patios; the foundations of retaining walls; the cement floors and the foundations of all Open Garages, closed garages under Units 33 and 35; Carports, and Assigned Parking Spaces; any pipes, wires, or conduits for gas, electricity, and water which lie outside the foundation perimeter of an Owner's building; and retaining walls and their foundations which protect or support street-side decks, but not the wood decks themselves, at **#20, #22, #24, #26, #28, & #30** Spyglass Hill.

Each Condominium or Residence Lot is identified by its current address on Spyglass Hill and by the parcel identification from the maps of Tract 2783. Open Garages, Carports, and Assigned Parking Places are also identified with symbols taken from the relevant pages of Tract 2783.

2. For the six buildings at **#1, #3, #5, #7, #9, and #11** Spyglass Hill (Residents Lots 34, 33, 32, 31, 30, & 29), the Owners' Maintenance Responsibility includes: the foundations, the interiors, and the exteriors of each building; wood steps to the front porches and/or back decks; the front porches, wood walkways and wood railings or fences associated with entryways; the hand rails beside cement entrance steps; all wood associated with the back decks and garden sheds; wood or metal gates and fences associated with the back decks; and the wood benches on entrance patios.

The costs of maintenance and repairs for hand rails, wood benches, and fences that border areas used by two Owners or separate the property of two Owners shall be shared equally by said Owners.

3. For the six buildings at **#20, #22, #24, #26, #28, and #30** Spyglass Hill (Residence Lots 1, 2, 3, 4, 5, & 6), the Owners' Maintenance Responsibility includes: the foundations, the interiors, and exteriors of each building; the street side decks, fences, steps, gates, walkways, and garden sheds (except the Association shall share maintenance responsibility of the garden shed at **#20** as long as it contains Association equipment). Maintenance costs shall be shared equally:

(a) for gates, fences, walkways, stairs, and decks that provide a dual entrance for two Owners; and

(b) for the fences and/or partitions which separate the private outdoor living spaces of any two Owners.

4. The Owners of **#20, #22, and #24** share the maintenance costs of one three-stall Carport (G1, G2, G3) and the Owners of **#26, #28, and #30** have each been assigned two parking spaces and therefore share the maintenance costs of an assigned Carport and/or an Assigned Parking Space as the case may be.

5. The maintenance costs for fences and/or partitions which separate Carports and Assigned Parking Spaces, on the one hand, from private outdoor living spaces, on the other hand, shall be divided into two equal parts; one part to be subdivided equally among the Owners to whom the parking facility has been assigned; and the second part to be paid by the Owner of the contiguous residence (in the case of the western partition of G6, assigned to **#30**, the second part shall be paid by the Association).

6. For the six -buildings at **#29, #31, #55, #57, #59, and #61** Spyglass Hill (Residence Lots 28, 27, 18, 17, 16, & 15), the Owners' Maintenance Responsibility includes: the foundations, the interiors, and exteriors of each building; the wood and metal gates or fences associated with the back patios; the wood garden sheds and all fences and railings associated with the front entrances.

(a) The costs of maintenance and repair for the handrail of the one dual entrance (**#57** and **#59**) and any partitions which separate back patios shall be shared equally by the two Owners of the adjacent properties.

7. For the four Units at **#33, #35, #51, and #53** Spyglass Hill (Units 25, 26, 19, & 20), the maintenance is divided as follows:

(a) The repair of the foundations, the on-grade rear patios, the doors to storage areas, and the structural support systems up to the ceilings of the garages (excluding painting) are assigned to the Association; when the exterior of the either Duplex is painted, the Association shall pay 10 percent of the cost of painting the stucco as distinct from the total painting costs.

(b) The cost of painting the inside walls, storage doors, and ceilings of the garages will be shared equally by the three Owners who are assigned parking spaces in each of the two three-stall Garages, namely **#33, #35, and #43**, in one case, and **#45, #47, and #53**, in the other case.

(c) The Owners of **#33** and **#51** are assigned the interiors of each lower Unit including nonbearing walls, partitions, and permanent fixtures; the repair but not the exterior painting of entry doors, wood entryways to the front doors, wood entry fences, fences at south end of back patios, the wood caps to the back retaining walls, the two lower street side decks and the repair and/or replacement of glass window panes for the lower Units.

(d) The Owners of **#35** and **#53** are assigned the interiors of each upper Unit including nonbearing walls, partitions and permanent fixtures; the repairs, but excluding the exterior painting of entry doors, wood staircases to front porches and the porches themselves, the two upper street side decks, and the repair and/or replacement of glass window panes for the upper Units.



(e) All other maintenance and repair are assigned jointly to the Owners of the upper and lower Units with costs to be shared equally including the roofs, repairs involving weatherproofing, the structural support systems common to the garage ceilings and floors above, the outside structural shells, bearing walls down to the level of the garage ceilings, floors, all exterior painting (including the decks, fences, and outside stairways to the upper Units), the two garden sheds, and the costs of repairing the handrails beside the cement entrance steps shall be shared equally with other Owners who use the entrance.

(f) The Owner of **#33** shares the maintenance costs of five stall Assigned Parking Spaces (P11, P12, P13, G6 and G7). The Owner of **#51** is responsible for the maintenance costs of a single-stall Carport (next to the original G16 & G17).

8. For the four Units **#38, #40, #44, and #46** Spyglass Hill (Units 8, 9, 10 & 11), the Owners' Maintenance Responsibility includes:

(a) The Owners of **#38** and **#44** are assigned the interiors of their respective Units including nonbearing walls, partitions, and permanent fixtures; the repair but not exterior painting of wood entryways, fences, railings, and stairways to front doors, the front doors themselves, and bayside decks; and the repair and/or replacement of glass window panes of the lower Units.

(b) The Owners of **#40** and **#46** are assigned the interiors of their respective Units including nonbearing walls, partitions, and permanent fixtures; the repair but not exterior painting of wood entryways, fences, railings, and stairways to front doors, the front doors, and bayside decks, the repair and/or replacement of glass window panes of the upper Units.

(c) All other maintenance and repair area assigned jointly to the Owners of each Duplex to be shared equally including the roofs, repairs involving weatherproofing, the outside structural shells, foundations, bearing walls, floors, all exterior painting including entryways, entry fences, entry stairs, and decks.

(d) All four Owners have been assigned parking spaces in Open Garages and shall share maintenance costs as indicated in the descriptions of **#42** and **#48** Spyglass Hill. In addition, **#38** has an Assigned Parking Space (P13) in a Carport and shares the costs of maintenance with **#30, #33, #41, and #43**.

(e) The wood fences, wood walkways, and cement walkways starting at the south end with the entrance to **#44** and continuing north until it meets the cement landing of the public steps between **#30** and **#38** are assigned to the Association.

9. For the four Units **#41, #43, #45, and #47** Spyglass Hill (Units 23, 24, 21, and 22), the Owners' Maintenance Responsibility includes:

(a) The Owners of **#41** and **#45** are assigned the interiors of their respective Units including nonbearing walls, partitions, and permanent fixtures; the repair but not the exterior painting of: the wood entryways, wood fences, wood decks leading to the front

doors, the front doors and bayside decks; and the repair and/or replacement of glass window panes of the lower Units.

(b) The Owners of **#43** and **#47** are assigned the interiors of their respective Units including nonbearing walls, partitions, and permanent fixtures; the repair but not the exterior painting of: the wood staircases leading to the front doors, front porches and their railings, the front doors and bayside decks; and the repair and/or replacement of glass window panes of the upper Units.

(c) All other maintenance and repairs are assigned jointly to the Owners of each Duplex to be shared equally including the roofs, repairs involving weatherproofing, the outside structural shells, foundations, bearing walls, floors, and all exterior painting including entryways, entry fences, entry stairs, and street side decks.

(d) All four Owners have been assigned parking spaces: **#43**, **#45**, and **#47** to three stall Garages and **#41** and **#43** to a five stall Carport and shall share the maintenance costs equally with others assigned to the same parking facilities.

10. For **#42** and **#48** Spyglass Hill (Units 7 & 12), the maintenance of these two buildings is divided as follows:

(a) The repair of the foundations, the structural support systems up to the ceilings of the garages, the doors of the storage areas, and the garage level bayside balcony railings are assigned to the Association. When the exterior of the structure is painted, the Association will pay 40 percent of the cost of painting the exterior stucco, as distinct from total painting costs.

(b) The cost of painting the walls and ceilings of the garages, the walls and doors of the storage areas, and the bayside balcony railings will be assigned in seven parts to: one part per stall to each of the Owners assigned to that stall and three parts to the Association. Owners of **#42** and **#48** are each assigned to two stalls below their respective Units.

(c) All other parts of each building are assigned to the respective Owners of **#42** and **#48** including the entrance stairways and railings, the front porches, front doors, the structural support Systems within the garage ceilings and the floors of the living quarters, the outside bearing walls of the living quarters, the interiors and exteriors, and roofs.

11. For **#60** and **#62** Spyglass Hill (Units 13 & 14), the Owners' Maintenance Responsibility is as follows:

(a) The Owner of **#60** is assigned the interior of the lower Unit including nonbearing walls, partitions and permanent fixtures; the repair but not the painting of the street side fences and gates; the repair but not the painting of the entire north side deck, the steps to the deck, its benches, railings, and the front door; and the repair and/or replacement of glass window panes in the lower Unit.

(b) The Owner of **#62** is assigned the interior of the upper Unit including the nonbearing walls, partitions, and permanent fixtures; the repair, but not the painting of,

the steps and railings to the front door, the front porch, and the front door, the bayside decks of the upper Unit; and the repair and/or replacement of glass window panes of the upper Unit.

(c) All other maintenance and repair are assigned jointly to the Owners of the two Units to be shared equally including the roof, repairs involving weatherproofing, the outside structural shell, foundation, bearing walls, floors, and all exterior painting including entryways, gates, fences, the stairway to the upper Unit, its front porch, and both front doors.

(d) The Owners of **#60** are responsible for the maintenance and repair of the two stall Carport G16 and the Owners of **#62** for Carport G17.