



Statement of Responsibility Form for HOAs

Deadline to Submit

HOA in existence prior to 5/24/2019	November 20, 2019
HOA created after 5/24/2019	Within 180 days of HOA formation

Provide this form to EBMUD as required in Section 11 (c) of EBMUD's Regional Private Sewer Lateral Ordinance. Failure to provide a completed form and accompanying documents by the deadline will subject the HOA and the property owners within the Common Interest Development to enforcement action.

- Complete this form and attach all required supporting information
- Send form and documents via U.S. mail to PSL Program P.O. Box 24055 MS#702, Oakland, CA 94623 and a courtesy electronic copy to psl@ebmud.com. Electronic copy alone is not sufficient, hard copy is required
- For questions, visit www.eastbaypsl.com or call (510) 287-1778

Required Information

- Name of HOA Hiller Highlands I Association
- HOA Date of Formation: May 26, 1966
- HOA contact name: Steve Cobbledick
- HOA mailing address: 36 Spy Glass Hill
Oakland CA 94618
- HOA contact phone number: 510-849-4658
- HOA contact email address: scobbledick@comcast.net
- Does the HOA have privately owned sewer mains and/or manholes? NO

Please attach the following:

- An 8.5”X11” map or diagram depicting (i) the boundaries of all parcels within the development, (ii) the location of all PSLs, private sewer mains, and private sewer manholes within the development, and (iii) the location of the boundary between each individual property owner’s area of responsibility for sewer maintenance and the HOA’s area of responsibility for sewer maintenance, if maintenance responsibility is shared among HOAs and individual owners within your development. See page 3 of this form for an example.
- A list of all parcels within the Common Interest Development identified by Assessor’s Parcel Number (APN). Please also identify the APN of any common area parcel(s).
- A description of the allocation of PSL maintenance responsibility within the development as between the HOA and property owners. If maintenance responsibility has been allocated with respect to PSLs specifically, please describe how the responsibility has been divided and where the boundary is located between the zones of maintenance responsibility of the HOAs and the individual property owners, respectively. If maintenance responsibility has been allocated in a more general manner, please describe the manner in which maintenance responsibility is actually allocated in your development and where the boundary is located.
- A copy of only the **relevant portions** of the CC&Rs or other governing document that (i) state the date of formation of the Common Interest Development, and (ii) describe the manner of allocating maintenance responsibility for the PSLs between the HOA and individual property owners. Please include citations to supporting provisions in the governing documents. If the governing document does not specifically address who is responsible to maintain PSLs, then include the portion which describes the general manner in which maintenance responsibility is allocated among the HOA and property owners within the development. **Do not include the entire CC&R’s, only the portions applicable to PSL maintenance.**
- Initial here to confirm that this Statement of Responsibility includes the most current and complete information available for this Common Interest Development SC
- Initial here to confirm that a copy of this Statement of Responsibility has been provided to all property owners within the development SC Distribution date: 9/2/2019
- Initial here to confirm that the HOA agrees to notify EBMUD within 30 days of any change that affects the allocation of maintenance responsibility for the PSLs within the HOA SC

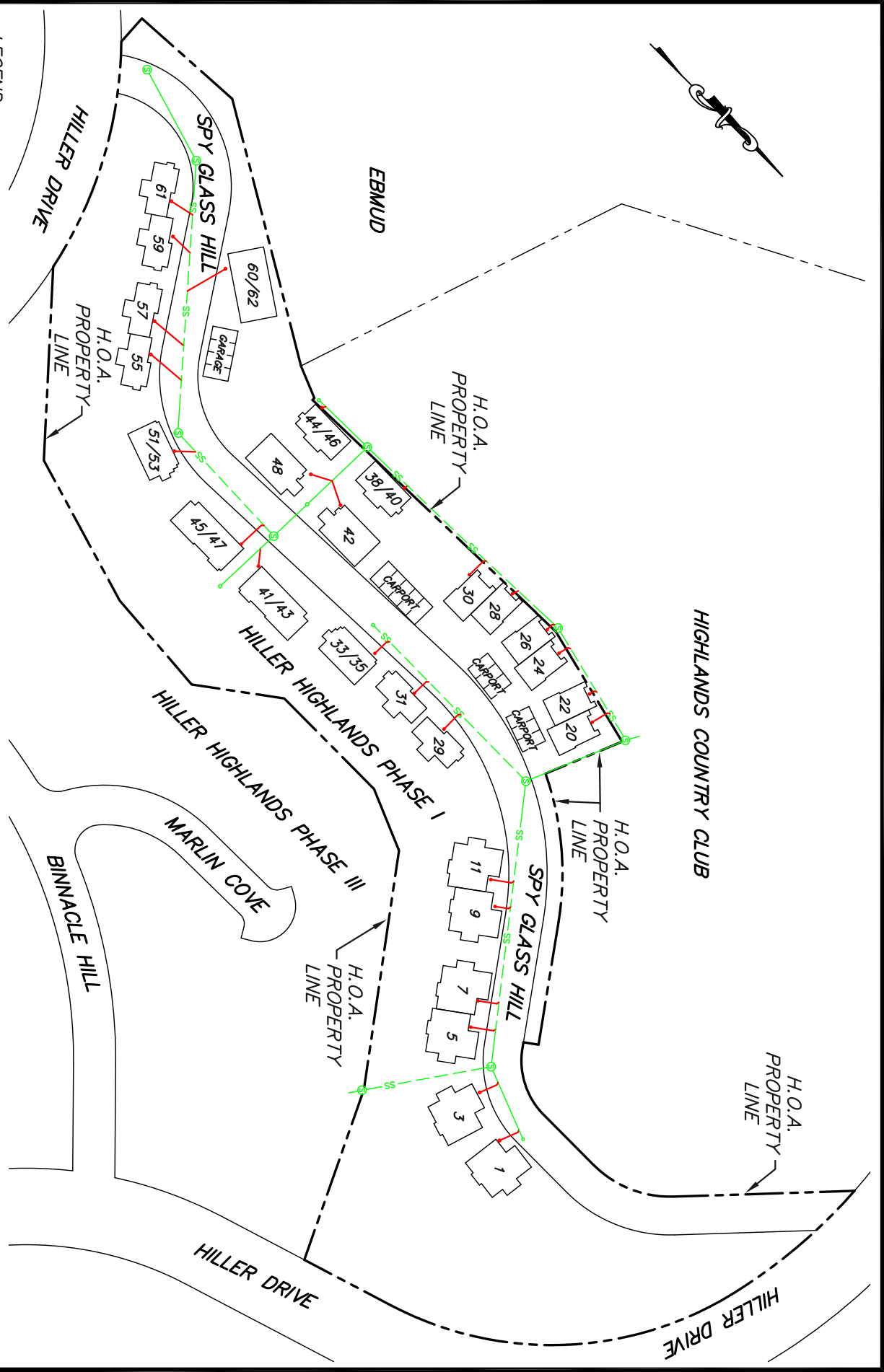
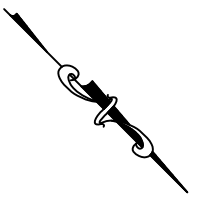
Declaration: I declare under penalty of perjury under the laws of the State of California that this document and all attachments to it are true and correct. I make this declaration based on my personal knowledge or based upon my inquiry of persons who have such personal knowledge.

Signature Steve Cobbledick

Print Name Steve Cobbledick

Title: Treasurer Date: 9/02/2019

PSL Program Administration use only Date Received: _____ Date certified: _____
Date information updated: _____ By: _____
Date scanned to DOX: _____
Date follow up docs received, if applicable: _____



LEGEND:

- PHASE I PROPERTY LINE
- RIGHT-OF-WAY LINE
- - - SS CITY SEWER LINE
- H.O.A. MAINTAINED SEWER LATERALS

NOTE:

THE HOMEOWNERS' ASSOCIATION IS RESPONSIBLE FOR SEWER LATERAL MAINTENANCE. THE CITY OF OAKLAND OWNS THE MAINS AND MANHOLES IN THIS H.O.A.

HILLER HIGHLANDS PHASE ONE		
SANITARY SEWER LOCATION		
9/02/19	PREPARED FOR	NOT TO SCALE
	EBMUD	

Hiller Highlands Phase I--Spy Glass Hill

APN	Address
048H-7585-001-01	Hiller Highlands I Association (Condominium Common Area or Use)
048H-7583-001-00	1 Spy Glass Hill, Oakland, CA
048H-7583-002-00	3 Spy Glass Hill, Oakland, CA
048H-7584-017-00	5 Spy Glass Hill, Oakland, CA
048H-7584-018-00	7 Spy Glass Hill, Oakland, CA
048H-7584-019-00	9 Spy Glass Hill, Oakland, CA
048H-7584-020-00	11 Spy Glass Hill, Oakland, CA
048H-7584-014-00	20 Spy Glass Hill, Oakland, CA
048H-7584-015-00	20 Spy Glass Hill, Oakland, CA
048H-7584-011-00	22 Spy Glass Hill, Oakland, CA
048H-7584-013-00	22 Spy Glass Hill, Oakland, CA
048H-7584-010-00	24 Spy Glass Hill, Oakland, CA
048H-7584-012-00	24 Spy Glass Hill, Oakland, CA
048H-7584-006-00	26 Spy Glass Hill, Oakland, CA
048H-7584-008-00	26 Spy Glass Hill, Oakland, CA
048H-7584-005-00	28 Spy Glass Hill, Oakland, CA
048H-7584-007-00	28 Spy Glass Hill, Oakland , CA
048H-7584-021-00	29 Spy Glass Hill, Oakland, CA
048H-7584-002-00	30 Spy Glass Hill, Oakland, CA
048H-7584-003-00	30 Spy Glass Hill, Oakland, CA
048H-7584-022-00	31 Spy Glass Hill, Oakland, CA
048H-7584-023-00	33 Spy Glass Hill, Oakland, CA
048H-7584-024-00	35 Spy Glass Hill, Oakland, CA
048H-7585-006-00	38 Spy Glass Hill, Oakland, CA
048H-7585-005-00	40 Spy Glass Hill, Oakland, CA
048H-7585-010-00	41 Spy Glass Hill, Oakland, CA
048H-7585-007-00	42 Spy Glass Hill, Oakland, CA
048H-7585-011-00	43 Spy Glass Hill, Oakland, CA
048H-7585-004-00	44 Spy Glass Hill, Oakland, CA
048H-7585-008-00	45 Spy Glass Hill, Oakland, CA
048H-7585-003-00	46 Spy Glass Hill, Oakland, CA
048H-7585-009-00	47 Spy Glass Hill, Oakland, CA
048H-7585-002-00	48 Spy Glass Hill, Oakland, CA
048H-7585-012-00	51 Spy Glass Hill, Oakland, CA
048H-7585-013-00	53 Spy Glass Hill, Oakland, CA
048H-7585-015-00	55 Spy Glass Hill, Oakland, CA
048H-7585-016-00	57 Spy Glass Hill, Oakland, CA
048H-7585-017-00	59 Spy Glass Hill, Oakland, CA
048H-7585-021-00	60 Spy Glass Hill, Oakland, CA
048H-7585-018-00	61 Spy Glass Hill, Oakland, CA
048H-7585-020-00	62 Spy Glass Hill, Oakland, CA

Hiller Highlands Phase I Private Sewer Lateral

Maintenance Responsibility

As stated in the current C.C.&R.'s, Second Amended and Restated Declaration of Covenants, Conditions and Restrictions, dated October 1, 2009:

Section 3.4.2 Utilities Easements:

There is reserved an easement over, under and through each Residence and the Common Area for installation, maintenance and repair of each and every utility service, including, but not limited to, sewage, drainage, water, electricity, gas, telephone and television service for this Project.

Section 5.6.4 Operation of the Common Area

The Association's obligation to maintain, repair and restore the Common Area shall include the obligation to maintain, repair and restore underground water, sewer and storm drain laterals, even though such laterals may be located underneath Residences. The expense of any extraordinary maintenance, repair or restoration of such areas caused by the intentional or negligent act of an Owner, other Resident, tenant, Guest or agent shall all be paid by such Owner, and such Owner may be assessed individually for the cost thereof in accord with Section 6.4 hereof.

Section 6.4 Reimbursement Assessment

The Board shall levy an assessment against any Owner whose failure to comply with this Declaration or the Rules of the Association results in monies being expended by the Association in performing its functions under this Declaration. Such assessments shall be for the purpose of reimbursing the Association, shall be limited to the amount so expended and shall be due and payable to the Association when levied.

Recording requested by and
when recorded return to:

Law Offices of Ann Rankin
3911 Harrison Street
Oakland, CA 94611



2009313056

10/02/2009 08:54 AM

OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNELL
RECORDING FEE: 186.00



60 PGS

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**CERTIFICATION OF APPROVAL OF HILLER HIGHLANDS I ASSOCIATION
SECOND AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS**

WHEREAS, Hiller Highlands I Association is a membership organization comprised of all the Owners of the Condominiums and/or Residence Lots located in the City of Oakland, County of Alameda, California, described as

Tract 2783, Oakland, Alameda County, California, as shown on the subdivision map so named, recorded April 14, 1966 in Map Book 52 at Page 103, Alameda County Records,

Excepting Therefrom all of Recreation Area Parcel 1, as shown on said map, and

Further Excepting Therefrom the following parcel: beginning at a point at the intersection of the easterly tract limit of Tract 2783, and the southerly right-of-way line of Hiller Drive, being further described as the northerly tract limit of Tract 2783; thence from said point of beginning, along said easterly tract limit, South 64 degrees 15 minutes 36 seconds West, 90.80 feet; thence leaving said easterly tract limit, North 13 degrees 30 minutes East, 105.18 feet; thence North 72 degrees 43 minutes 47 seconds East, 36.00 feet, to the southerly right-of-way line of Hiller Drive; thence along said southerly right-of-way line, South 17 degrees 16 minutes 13 seconds East, 77.00 feet to the point of beginning,

which property is a Development within the meaning of California Civil Code Section 1351 and is subject to the provisions of the Davis-Stirling Common Interest Development Act; and

NOW THEREFORE, we, PATRICIA SWIFT and STEVEN L. CORBIEDICK hereby certify:

1. That we are the duly elected President and Secretary, respectively, of Hiller Highlands I Association, a California nonprofit mutual benefit corporation ("Association");
2. That a duly noticed written secret ballot was provided to all Members of the Association to consider a resolution to adopt the Hiller Highlands I Association Second Amended And Restated Declaration of Covenants, Conditions, and Restrictions ("Amended Declaration") attached hereto and incorporated herein by reference;
3. That the attached Amended Declaration was approved by the affirmative vote of Members representing at least fifty-one percent (51%) of the total voting power of the Association, that is eighteen (18) Members, as required by Section 10.1.1 (Amendment) of the Hiller Highlands I Association First Amended And Restated Declaration of Covenants, Conditions, and Restrictions recorded on November 8, 2001, as Series No.

2001439199, in the Official Records of the County of Alameda, State of California ("Original Declaration").

4. Upon recordation, the Amended Declaration shall supersede and replace in its entirety the Original Declaration.

IN WITNESS WHEREOF, the undersigned have executed this Certification of the Adoption of the Amended Declaration on this 30th day of September, 2009.

HILLER HIGHLANDS ONE ASSOCIATION, INC.

Patricia I. Swift

Patricia I. Swift, President

Steven L. Cobblecliek

Steven L. Cobblecliek Secretary

NOTARY ACKNOWLEDGMENT

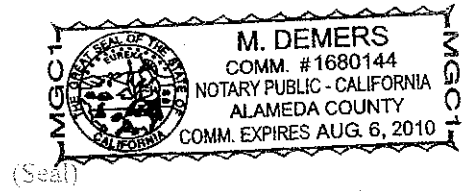
State of California County of Alameda

On 9/30/09 before me, M Demers, notary public (insert name and title of the officer) personally appeared Patricia I. Swift & Steven L. Cobblecliek, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *M Demers*



State of California County of _____

On _____ before me, _____ (insert name and title of the officer) personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

WHEN RECORDED RETURN TO:

Ann Rankin, Esq.
Law Offices of Ann Rankin
3911 Harrison Street
Oakland, CA 94611

**SECOND AMENDED AND RESTATED
DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS
REGARDING A PLAN OF OWNERSHIP**

HILLER HIGHLANDS I ASSOCIATION

**DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS
ORIGINAL DECLARATION RECORDED ON MAY 26, 1966 AT
REEL 1776, IMAGE 217, SERIES NO. AY/66136
OFFICIAL RECORDS OF ALAMEDA COUNTY, CALIFORNIA**

First Amendment to Original Declaration: Recorded 9/27/66, Series AY-112378

Second Amendment to Original Declaration: Repealed

Third Amendment to Original Declaration: Recorded 3/17/86, No. 86-062369

First Amended and Restated Declaration: Recorded 11/08/2001, No. 2001-1439199

October 1, 2009

3.4.2 Utilities Easements.

There is reserved an easement over, under and through each Residence and the Common Area for installation, maintenance and repair of each and every utility service, including, but not limited to, sewage, drainage, water, electricity, gas, telephone and television service for this Project and each additional Project referred to in that certain Declaration of Reciprocal Covenants and Easements - Hiller Highlands, Series No. AY-70422, recorded June 8, 1966, at Reel 1782, Image 970, Official Records of Alameda County, attached hereto as Exhibit "C". The exercise of the easements reserved by this Section shall not result in damage to existing improvements including lawns, shrubbery, or trees, unless adequate compensation is made for any such damage.

3.4.3 Easements for Party Walls and Encroachments.

Whenever two Residences are located adjacent to each other with two separate walls, defined as a Party Wall in Section 3.3, or whenever Residences are located adjacent to the Common Area, such Residences are hereby granted exclusive appurtenant easements for encroachments for overhanging eaves or roofs as originally constructed and for encroachments due to settlement or shifting of structures for any cause whatsoever and encroachments due to construction, reconstruction or repair of the Residence which may so encroach, and for utility meters, lines, wires, pipes and conduits, over and on the adjoining Residence or Common Area, as servient tenement, with the contiguous Residence as dominant tenement.

3.5 Repair and Reconstruction

The Board shall place all insurance proceeds from successful claims in a separate fund dedicated exclusively to cover the costs of making repairs and/or rebuilding so as to protect the interests of Owners of such property and their Mortgagees, as their respective interests may appear.

To the extent that there are any insurance proceeds unexpended relative to such loss, such proceeds shall be distributed to the Owners of the damaged Residence and the mortgagee or beneficiary of any mortgage or deed of trust upon any such Residence, as their interests may appear, according to the respective fair market value of the damaged Residences at the time of the destruction as determined by an independent appraisal.

3.5.1 Damages Limited to One Residence Lot.

If any improvements on a Residence are damaged or destroyed by fire or any other calamity, and said damage is limited solely to a particular Residence, the insurance proceeds from an Association blanket physical damage insurance policy shall be paid to the Board and the Board shall use said proceeds to rebuild or repair the damage. In the event that the insurance proceeds are insufficient to complete such rebuilding or repair, the Owner shall be responsible for the payment of such additional sums as may be necessary to complete such rebuilding or repair.

5.4 Assessments and Duties

Any assessments levied by the Association on its Members shall be levied in accordance with and pursuant to the provisions of Article 6 of this Declaration and shall be enforced pursuant to the provisions of Section 6.6 of this Declaration.

5.5 Board of Directors

The Association shall be governed by a Board of Directors. The authorized number of Directors and the term of office shall be as set forth in the Bylaws of the Association. Any vacancy occurring on the Board of Directors may be filled as provided by and in accordance with the Bylaws. The Board of Directors shall undertake all duties and responsibilities of the Association and the management and conduct of the affairs thereof, except as expressly reserved herein to a vote of the Members. All meetings of the Board of Directors shall be open to attendance by all members of the Association, except for meetings in executive session that have been called to discuss litigation or potential litigation, formation of contracts with third parties, personnel matters and/or member discipline.

5.6 Duties of the Association

The Association shall have the obligations and duties, subject to and in accordance with this Declaration, to do and perform the acts described in this Article for the benefit of its Members and for the maintenance and improvement of the subject property.

5.6.1 Members.

The Association shall accept all Condominium and/or Residence Lot Owners as Members.

5.6.2 Annual Membership Meetings and Special Membership Meetings.

The Association shall hold an Annual Membership Meeting within the first 90 days after January 1 of each year in accordance with the Bylaws of the Association. Special Membership Meetings for any purpose or purposes whatsoever may be called as provided by and in accordance with the Bylaws. Notice of such special meetings and the conduct thereof shall be as provided by and in accordance with the Bylaws.

5.6.3 Common Area Maintenance.

The Association shall maintain, or provide for the maintenance of the Common Area and all improvements of whatever kind and for whatever purpose located thereon.

5.6.4 Operation of the Common Area.

The Association shall operate and maintain or provide for the operation and maintenance of Common Area. The Association shall keep all improvements of whatever kind and for whatever purpose from time to time located on the Common Area, including all utility lines, pipes, conduits, irrigation systems, storm drainage channels, and facilities located thereon in good order and repair. The Association's obligation to maintain, repair and restore the Common Area shall include the obligation

to maintain, repair and restore underground water, sewer, and storm drain laterals, even though such laterals may be located underneath Residences. The expense of any extraordinary maintenance, repair or restoration of such areas caused by the intentional or negligent act of an Owner, other Resident, tenant, Guest or agent shall all be paid by such Owner, and such Owner may be assessed individually for the cost thereof in accord with Section 6.4 hereof.

5.6.5 Exterior Maintenance of Residences.

The Owners of Condominiums and/or Residence Lots are responsible for all maintenance, repair and restoration of said Residence, in accordance with attached Exhibit "B"; the Association shall have the exclusive right, obligation and duty to maintain, repair and restore landscaping in certain areas of individual Residences as defined in said Section 5.6.6.

5.6.6 Maintenance of Landscaping.

The Association shall have the obligation and duty to maintain, repair and restore all landscaping in the property subject to this Declaration, including all landscaping within the Common Area and that landscaping situated on individual Residences which landscaping is not situated within an enclosed area of such lots, in accordance with attached Exhibit "B". Examples of areas for which the Association is not responsible include but are not limited to patio entry ways, atriums, decks, patio rear yards and other such enclosed areas. The areas of Residences situated under cantilevered decks on the Residences, which areas are not enclosed, shall be included in the area to be maintained by the Association. Residences may contain Patio Gardens that are deeded to the Owner. Some of these deeded areas shall be maintained as directed by the Board (i.e. clearance of leaves).

Each Residence Owner hereby grants the Association a non-exclusive easement for entry on each such Residence during reasonable hours in order to undertake such obligations of maintenance, repair and restoration. All costs of such maintenance on such areas shall be paid for through the Association's annual assessments. Such landscaping and maintenance on Residences shall inure only to the benefit of the entire Association and not to an individual Residence Owner and all such maintenance and landscaping shall be done at the direction of the Board of Directors of the Association, with the advice and assistance of the Landscape Committee as provided for in Section 5.6.9, and by such employees or contractors as the Board of Directors shall appoint for such purposes. In no event shall an Owner remove or alter such landscaping without prior approval of the Board.

The Board of Directors of the Association shall have the power to engage in or contract for landscaping work, clean-up and debris removal on property adjacent to the Project not owned by the Association or the Residence Owners, with the consent of the property owner of such adjacent property, in the event that the Board determines that such landscaping, clean-up or debris removal is reasonable and appropriate for the enjoyment of the Owners and the Common Areas in the Subject Property. The Board of Directors shall be authorized to expend funds from the Association's General Funds in order to accomplish such work.