

EXHIBIT A

**SPYGLASS RIDGE VILLAS HOMEOWNERS ASSOCIATION
Summary of Association/Owner Responsibility**

Component	Description of Responsibility
Owner	
Landscaping and irrigation on Owners' Separate Interests	Owner responsible to maintain, repair & replace (except for those portions located in the '50-foot landscape buffer' - see below*)
Residence	Owner responsible to maintain, repair & replace.
Utility lines, driveways, entryways, walkways, sidewalks, and any other structure or component designed to serve one or more but fewer than all Separate Interests.	Owners are responsible for maintaining, repairing, and replacing components designed to serve one or more but fewer than all Separate Interests whether on the Owner's Separate Interests, the Common Area, or an adjacent Owner's Separate Interests. If a component serves more than one Separate Interests, but fewer than all, the costs to maintain, repair, and replace shall be shared equally by the owners who are served by the component.
Party Walls	The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.
Yard Fence	Owner responsible to maintain, repair & replace.
Pest Control	Owner responsible for all pest control on their Separate Interests.
Drainage	Owner responsible to maintain, repair & replace on their Separate Interests.
Approved common area modifications	If an owner is granted approval by the association to modify the common area (landscaping etc.) the owner will be required to maintain, repair and replace that modification.
Association	
Landscaping – Common Area	Association to maintain, repair and replace (except those portions the owner is required to).
Landscape – Parkway and '50-Foot Buffer' along Mattie Road	Association shall maintain, repair and replace the Mattie Road Parkway and the "50-foot buffer" except for those portions of the buffer the owner is to maintain. The 50 foot buffer, for this purpose, is that area from the back of curb of Mattie Road 50 feet or to the homeowners fence or landscaping. (see below)
Mailboxes	Association to maintain, repair and replace whether located in the common area or an owner's Separate Interests
Pest Control	Association to control pests in the common areas (except those portions the owner is required to).

Private Roads	Association responsible to maintain, repair & replace.
Guest Parking	Association responsible to maintain, repair & replace.
Sewer Lift Station	Association to maintain repair and replace whether located in the common area or an owner's Separate Interests.
Streetlights	Association to maintain, repair and replace whether located in the common area or an owner's Separate Interests.
Retaining walls, stucco pillars and fence along Mattie Road	Association to maintain, repair and replace whether located in the common area or an owner's Separate Interests.
Drainage facility above homes on Barcelona	Association to maintain, repair and replace whether located in the common area or an owner's Separate Interests.
Landscaping/Weed Abatement above homes and drainage facility on Barcelona Road	Association to maintain, repair and replace whether located in the common area or an owner's Separate Interests.

1 " Separate Interests " shall mean any plot of land, condominium, or parcel in the Development owned by an Owner and that is not part of the Spyglass Ridge Villas Common Area, as shown on any recorded Subdivision Map for the Development.

2 The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

“50 Foot Landscape Buffer”: On member property within this area, the Association will maintain up to the retaining wall for 2729, 2717, 2705 and 2681 Barcelona and will maintain up to the top of the slope or the owner's private fence for 2669, 2657, 2645, 2633, 2621, 2609, 2597, 2585, and 2573 Barcelona. and 2081, 2071, 2061 and 2051 Costa Del Sol. The owner is responsible for maintaining, repairing and replacing the portions of landscaping beyond that point on their Separate Interests.

*If any damage to, or destruction of, any portion of the Development, including any of the above listed components for which the Association is responsible to maintain, repair or replace, is caused by the willful misconduct or negligent act or omission of any Owner, any member of his or her family, or any of his or her Tenants, guests, servants, employees, or invitees, which causes the Association to incur any costs and expenses to repair, all such costs and expenses incurred in connection therewith shall be assessed and charged solely to and against such Owner as a Special Individual Assessment.

MAINTAIN, REPAIR, AND REPLACE: “Maintain” (or “maintenance”) means general upkeep: painting, periodic cleaning, trimming, irrigation (of plants), lubrication, replacement of filters or similar components when necessary, and ensuring that the item is generally free from trash, debris, dirt, grit, contamination, mold, mildew, excess water accumulation, insect or other infestations, and any other action that does not amount to “repair” or “replacement” as defined here. “Repair” means refurbishment of items that have sustained damage or severe deterioration, such as rusted, rotted, or broken components, as well as any services necessary to return an item from a non-operating condition to an operable and safe condition, short of complete “replacement.” “Replacement” means removal of an existing item which, because of its age, deterioration, or disrepair, cannot be (or for whatever reason simply will not be) repaired to its former condition, and installation of another (generally new) item with the identical or substantially similar purpose in its place.