

SIERRA PARK SERVICES Inc.

DOCUMENTATION AND EXHIBITS

SMALL CLAIMS COURT CASE SC19412

SIERRA PARK SERVICES, Inc. (PLAINTIFF)

Robbie and Denise Bettencourt (DEFENDANTS)

TRIAL DATE: December 27, 2016, 1:30, Department 5

ATTACHMENTS:

California Civil Code Section 845

SPS, Inc. 3-Year Budget & Assessments Summary

Defendants Billing Balance Details

California Civil Code Section 845.

845. (a) The owner of any easement in the nature of a private right-of-way, or of any land to which any such easement is attached, shall maintain it in repair.

(b) If the easement is owned by more than one person, or is attached to parcels of land under different ownership, the cost of maintaining it in repair shall be shared by each owner of the easement or the owners of the parcels of land, as the case may be, pursuant to the terms of any agreement entered into by the parties for that purpose. In the absence of an agreement, the cost shall be shared proportionately to the use made of the easement by each owner.

(c) If any owner refuses to perform, or fails after demand in writing to pay the owner's proportion of the cost, an action to recover that owner's share of the cost, or for specific performance or contribution, may be brought by the other owners, either jointly or severally. The action may be brought before, during, or after performance of the maintenance work, as follows:

(1) The action may be brought in small claims court if the amount claimed to be due as the owner's proportion of the cost does not exceed the jurisdictional limit of the small claims court. A small claims judgment shall not affect apportionment of any future costs that are not requested in the small claims action.

(2) Except as provided in paragraph (1), the action shall be filed in superior court and, notwithstanding Section 1141.13 of the Code of Civil Procedure, the action shall be subject to judicial arbitration pursuant to Chapter 2.5 of Title 3 of Part 3 (commencing with Section 1141.10) of the Code of Civil Procedure. A superior court judgment shall not affect apportionment of any future costs that are not requested in the action, unless otherwise provided in the judgment.

(3) In the absence of an agreement addressing the maintenance of the easement, any action for specific performance or contribution shall be brought in a court in the county in which the easement is located.

(4) Nothing in this section precludes the use of any available alternative dispute resolution program to resolve actions regarding the maintenance of easements in the small claims court or the superior court.

(d) In the event that snow removal is not required under subdivision (a), or under any independent contractual or statutory duty, an agreement entered into pursuant to subdivision (b) to maintain the easement in repair shall be construed to include snow removal within the maintenance obligations of the agreement if all of the following exist:

(1) Snow removal is not expressly precluded by the terms of the agreement.

(2) Snow removal is necessary to provide access to the properties served by the easement.

(3) Snow removal is approved in advance by the property owners or their elected representatives in the same manner as provided by the agreement for repairs to the easement.

(e) This section does not apply to rights-of-way held or used by railroad common carriers subject to the jurisdiction of the Public Utilities Commission.

SIERRA PARK SERVICES, Inc. BUDGET & ASSESSMENTS

13/14 TO 15/16⁵

BUDGET ITEM	2013 - 2014	2014 - 2015	2015 - 2016	
	BUDGET	BUDGET	BUDGET	
ROADS	\$194,943	\$195,944	\$193,545	
Per Property Roads Amount ¹ =	\$541.51	\$544.29	\$537.63	
ANCILLARY				
TRASH	\$17,125	\$17,522	\$19,300	
NEEDLES	\$20,353	\$21,045	\$18,300	
COMMON AREA MAINTENANCE	\$10,780	\$17,933	\$16,800	
GENERAL ADMINISTRATION	\$5,954	\$14,429	\$29,525	
ANCILLARY TOTAL =	\$54,212	\$70,929	\$83,925	
Less Other Anticipated Income and Retained Earnings =	-\$77,977	-\$73,129	-\$70,545	
Per Property Ancillary Amount ¹ =	\$0	\$0	\$37.17	
SERVICES TOTAL ² =	\$541	\$544	\$589	
Capital Improvement (Bridge Adder) ³ =		50	160	
TOTAL BILL FOR SERVICES ⁴ =	\$547	\$596	\$749	\$1,892
Late Fees =	\$225	\$325	\$275	\$825
				\$2,717

NOTES:

1. There are nominally 360 lots in the community (This is Total Cost Divided by that number).
2. An optional payment of \$50 (\$37 rounded up to \$50) was asked in 15/16 to cover the anticipated ancillary cost shortfall.
3. Shareholders voted to increase the proposed budget by this amount to replace an unsafe bridge.
4. The 13/14 bill was slightly higher because additional revenue received after the budget was proposed had not been applied.
5. Fiscal Year is June 1 to May 31.

The sum of \$2,717 is the amount owed by a property owner who made no payments over this period. As noted in SC-100, MC-031, the Bettencourts' amount owed through May 3, 2016 is \$2,622.25. This is the sum of the amounts of annual billings of \$547 for Fiscal Year (FY) 13/14, \$594 for FY 14/15, and \$750 for FY 15/16 plus accumulated late fees less payments made totalling \$93.75.

8:43 AM

06/01/16

Sierra Park Services, Inc.
Customer Balance Detail
 As of May 31, 2016

Type	Date	Num	Account	Class	Amount	Balance
Bettencourt, Robbie & Denise						0.00
Invoice	06/06/2013	24	1200 - Accounts rec...		547.00	547.00
Payment	07/25/2013	2128	1200 - Accounts rec...		-31.25	515.75
Invoice	09/11/2013	369	1200 - Accounts rec...		25.00	540.75
Payment	09/19/2013	2135	1200 - Accounts rec...		-31.25	509.50
Invoice	10/15/2013	426	1200 - Accounts rec...		25.00	534.50
Payment	11/07/2013	2143	1200 - Accounts rec...		-31.25	503.25
Invoice	11/13/2013	469	1200 - Accounts rec...		25.00	528.25
Invoice	12/17/2013	510	1200 - Accounts rec...		25.00	553.25
Invoice	01/14/2014	550	1200 - Accounts rec...		25.00	578.25
Invoice	02/06/2014	587	1200 - Accounts rec...		25.00	603.25
Invoice	03/15/2014	622	1200 - Accounts rec...		0.00	603.25
Invoice	03/15/2014	658	1200 - Accounts rec...		25.00	628.25
Invoice	04/22/2014	691	1200 - Accounts rec...		25.00	653.25
Invoice	05/07/2014	721	1200 - Accounts rec...		25.00	678.25
Invoice	06/04/2014	773	1200 - Accounts rec...		594.00	1,272.25
Invoice	06/05/2014	1108	1200 - Accounts rec...		25.00	1,297.25
Invoice	08/05/2014	1140	1200 - Accounts rec...		50.00	1,347.25
Invoice	09/09/2014	1175	1200 - Accounts rec...		25.00	1,372.25
Invoice	10/01/2014	1247	1200 - Accounts rec...		25.00	1,397.25
Invoice	11/04/2014	1302	1200 - Accounts rec...		25.00	1,422.25
Invoice	12/05/2014	1351	1200 - Accounts rec...		25.00	1,447.25
Invoice	01/07/2015	1392	1200 - Accounts rec...		25.00	1,472.25
Invoice	02/02/2015	1437	1200 - Accounts rec...		25.00	1,497.25
Invoice	03/02/2015	1482	1200 - Accounts rec...		25.00	1,522.25
Invoice	04/01/2015	1520	1200 - Accounts rec...		25.00	1,547.25
Invoice	05/04/2015	1568	1200 - Accounts rec...		25.00	1,572.25
Invoice	06/08/2015	1606	1200 - Accounts rec...		25.00	1,597.25
Invoice	06/10/2015	1663	1200 - Accounts rec...		750.00	2,347.25
Invoice	07/02/2015	2000	1200 - Accounts rec...		25.00	2,372.25
Invoice	08/03/2015	2038	1200 - Accounts rec...		25.00	2,397.25
Invoice	09/02/2015	2077	1200 - Accounts rec...		25.00	2,422.25
Invoice	10/01/2015	2108	1200 - Accounts rec...		25.00	2,447.25
Invoice	11/01/2015	2165	1200 - Accounts rec...		25.00	2,472.25
Invoice	12/01/2015	2215	1200 - Accounts rec...		25.00	2,497.25
Invoice	01/04/2016	2261	1200 - Accounts rec...		25.00	2,522.25
Invoice	02/01/2016	2302	1200 - Accounts rec...		25.00	2,547.25
Invoice	03/01/2016	2345	1200 - Accounts rec...		25.00	2,572.25
Invoice	04/04/2016	2386	1200 - Accounts rec...		25.00	2,597.25
Invoice	05/02/2016	2426	1200 - Accounts rec...		25.00	2,622.25
Total Bettencourt, Robbie & Denise					2,622.25	2,622.25

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Terry Michael Lechner
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San Jose, CA 95124-1924

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**RETURN RECEIPT
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**Robert Bettencourt, Jr.
P. O. Box 313
Long Barn, CA 95335**

SC19412 and SC19414

95335#0313 B003

