



COMMUNITY ASSOCIATION

December 1, 2014

Bill and Judy Smith

*Re: Community Association 2015 Operating and Replacement Fund Budget*

Dear Mr. and Mrs. Smith,

Enclosed you will find the Community Association 2015 Operating and Replacement Fund Budget and Supplementary Information Disclosures as referenced in the Community CC&R's. Your Board approved the 2015 budget at it Fourth Quarter Board Meeting on October 11, 2014. Please note that the monthly assessment of \$250 (billed quarterly at \$750) reflects no dues increase in 2015.

Many Thanks to Ron Parr and Carla Yeager whose Director positions ended with the Fourth Quarter Board meeting. Congratulations to Sherry Conrads and Jeff Van Harte who will fill the outgoing Directors positions.

By request and action of your Board of Directors, the Community desires to reduce the amount of mailed correspondence and become a paperless reporting Association. However, your individual approval to receive information, statements and future mailing electronically is required. Please acknowledge and sign the attached consent to initiate electronic communications only from the Association, this is also available on our website.

The Community continues to receive strong Architecture Review applications for new homes. To date, there have been 410 total submittals for review, with 66 new home starts alone in 2014. Currently there are 136 homes under construction and 210 complete homes in Martis Camp.

Please call the Gatehouse if you have family members or special guests visiting your home or the Community. Unannounced guests will unfortunately be denied access if the Gatehouse does not have them listed upon arrival. With regard to the Club, as a reminder, we amended the Club rules this past April to clarify Club guest usage; a copy of the Club guest policies is attached. To all members, thank you in advance for honoring the guest policies.

If you have a completed home, or close to completion, please consider Association provided safety and security services. House watch service is available at \$60.00 per month, and includes a weekly walk through of your home, FedEx/UPS package delivery, and service personnel opening and closing of your home in your absence. Alarm monitoring service is available at \$30.00 per month and provides immediate Association response to your home in the event of alarm notification for fire, low temperature, carbon monoxide or intrusion event. Please contact Ray Holcombe ([rayh@martiscamp.com](mailto:rayh@martiscamp.com) or (530) 550-1444) for additional information on the house watch and alarm monitoring programs.

Lastly, we are delighted to inform you that AT&T has completed 95% of their fiber install and will be able to deliver greater bandwidth and faster internet speeds when you sign up for one of their U-VERSE programs. Also, Suddenlink, our cable provider, is almost complete with their install of glass fiber on the north side of Martis Creek (homesites 1 through 405); please keep an eye out for an official notice in the coming weeks from Suddenlink.

We look forward to seeing you during the winter at one of the Winter Celebration activities at the Family Barn, Lookout Lodge or Camp Lodge. As always, please call me if I can address any questions, my direct number is (530) 550-6004.

For the Board,

Mark Johnson  
General Manager

**CONSENT TO RECEIPT OF ELECTRONIC DOCUMENTS AND  
NOTICES FROM MARTIS CAMP COMMUNITY ASSOCIATION**

**Consent.** In accordance with California Civil Code §§4040-4050, which are part of California's Davis-Stirling Common Interest Development Act (CC §§4000-6150) ("the Act"), and Corporations Code § 20, the undersigned Member(s) of the Martis Camp Community Association ("the Association"), by signing below, hereby consent(s) to receipt of ***all*** documents, reports, notices, and other information from the Association by e-mail (or other electronic method as selected by the undersigned Member(s), such as fax) instead of receiving that information by conventional first-class mail, so long as the means of electronic transmission utilized by the Association creates a record that is capable of retention, retrieval, and review that may thereafter be rendered into clearly legible tangible form. It is my/our intention that this consent shall apply, without limitation, to notices, newsletters, minutes, personal invoices, budgets, financial statements, and all other documents that the Association is required by the Act to deliver to its Members; provided, however, this consent shall not apply to any notice or document that the Act or other applicable law requires to be provided to me by some other form of written communication (e.g., certified mail) or by personal delivery.

**Acknowledgment.** By signing below, I/we acknowledge that I/we will not receive printed versions of documents generally distributed by the Association, unless I/we otherwise specifically request them. I/We understand that, at any time, I/we may request a printed version of any document that I/we have previously received in electronic form or that I/we desire in some other format by contacting the Association. I/We understand that the Association cannot confirm my/our ability to receive electronic communications or whether I/we actually read such communications. By executing this document, I/we am affirming that the electronic device I/we use to receive communications meets the hardware and software requirements necessary for receiving such notices, statements, and disclosures electronically. I/We understand that the Association may be required to disclose my/our e-mail address in accordance with California law. I/We agree to provide notice to the Association in the event of any changes to my/our e-mail address(es), and I/we understand that I/we can withdraw this Consent at any time simply by sending a writing to the Association.

DATED: \_\_\_\_\_

SIGNATURE OF MEMBER(s):

\_\_\_\_\_

Print Name of Member(s): \_\_\_\_\_

Street Address(Lot #): \_\_\_\_\_

E-mail Address(es): \_\_\_\_\_

Other Method of Electronic Notice (if any): \_\_\_\_\_



## 4. CLUB GUEST POLICIES

### 4.1. GUEST REGISTRATION AND FEES.

All guests must be accompanied by the sponsoring Member or Designee, or a member of the Immediate Family or Extended Family of the sponsoring Member or Designee, except as otherwise specifically provided in Section 4.2. Members are responsible for registering their guests, obtaining guest passes, and paying applicable guest fees prior to allowing their guests to use the Club Amenities.

Guest fees shall be of such type and in such amount as the Club may establish from time to time. Guest fees may vary according to the type of guest pass issued, the amenity to be used, and the number of guests being sponsored by the Member. All guest fees and all charges incurred by a guest shall be charged to the sponsoring Member's club account and the Member shall be responsible for timely payment thereof.

Except as otherwise limited below or elsewhere in these Club Rules, registered guests may use the Club Amenities in accordance with the use privileges of the sponsoring Member's class of Membership. **Guests may not host other guests.**

During weekend and holiday periods as designated by the Club, the total number of guests, other than Extended Family Guests, which a Member may sponsor at one time shall not exceed the number of persons in such Member's Immediate Family plus one, unless approved in advance by the General Manager. Guest fees shall be charged for any additional guests approved by the General Manager.

### 4.2. GUEST PRIVILEGES.

(a) Extended Family Guests. Members may invite their Extended Family to enjoy the Club Amenities as an unaccompanied guest of the Member, whether or not the Member is present in the Community, in accordance with the use privileges of the Member's Membership, except that unaccompanied use of the Golf Amenities shall be limited to Extended Family of Golf Members and then only during non-peak times, as specified by the Club. Extended Family may make golf, dinner and spa reservations no more than 24 hours in advance.

Use of the Club Amenities by Extended Family shall be subject to registration, check in, and payment of applicable guest fees at the Extended Family rate. The General Manager may limit the number of Extended Family guests that may use the Club Amenities at the same time and may restrict use by Extended Family during peak times. Extended Family guests may not host other guests.

(b) House Guests. Members may sponsor as their house guest any nonmember who does not reside in the Community and who is temporarily residing in the Martis Camp home of the sponsoring Member, subject to the following:

House guest privileges will not be available during the Thanksgiving, Christmas, New Years and Independence Day holiday weeks, and other holiday weekends in the discretion of the General Manager. To obtain guest privileges for a house guest at other times, the sponsoring Member must register house guests with the Membership Office, on forms available from the Membership Office, at least two business days prior to the arrival date of the house guest.

Issuance of a house guests pass shall be subject to payment of the applicable house guest fee, which is subject to change from time to time. In addition, house guests shall pay daily use fees and other charges. Upon approval of the Club, the house guest may be granted temporary charge privileges, with the opportunity to pay all charges at the end of his or her stay. The sponsoring Member shall be responsible for all charges incurred by his or her house guests that are not paid by the house guest prior to the next billing statement.

House guests may use the Club Amenities only in accordance with the privileges of the sponsoring Member. House guests must be accompanied by a Member when using the golf course and practice field, but may be unaccompanied while using other Club Amenities. House guests may make dinner and spa reservations no more than 24 hours in advance. House guests may not host other guests.

The maximum term of a house guest pass is two weeks. At the expiration of the pass, the Member may request a renewal of house guest privileges, which may be granted or denied at the discretion of the Club.

The sponsoring Member does not have to give up Membership rights for the period of time the house guest is in residence.

The sponsoring Member shall be responsible for the conduct of a house guest while at the Club. If the manner, conduct or appearance of any house guest is deemed to be unsatisfactory, the sponsoring Member shall, at the request of the Club, cause such house guest to surrender his or her guest pass and to leave the Club Amenities.

House guest privileges may be limited by the Club, from time to time, in the sole and absolute discretion of the Board of Directors. Notice of such limitation will be given by the Club.

(c) Day Guests. Members may sponsor other guests to use the Club Amenities as a day guest on Monday through Thursday only, in accordance with the privileges of the Member's Membership and the following:

To obtain guest privileges for a day guest, the sponsoring Member must register the guest with the Club and pay applicable guest fees for use of the Club Amenities. The Board of Directors may restrict the number of times a particular individual may use the Club Amenities as a day guest, without regard to whether the individual is sponsored by one or more Members. No day guest may use any of the facilities on more than five days during any calendar year, regardless of the sponsoring Member.

Day guests may use the Club Amenities only in accordance with the privileges of the sponsoring Member. Day guests must be accompanied by a Member when using the Club Amenities, unless otherwise approved in advance by the General Manager.

Day guest charges for any services will be charged to the sponsoring Member's club account and the sponsoring Member shall be responsible for payment.

Day guest privileges are not available on Fridays, Saturdays, or Sundays.

Day guest privileges may be limited by the Club, from time to time, in the sole and absolute discretion of the Club. Notice of such limitation will be given by the Club.



# MARTIS CAMP COMMUNITY ASSOCIATION

Placer County, California

2015 OPERATING AND REPLACEMENT FUND BUDGET

AND SUPPLEMENTARY INFORMATION

DISCLOSURES REQUIRED BY CALIFORNIA STATUTES

December 1, 2014

# MARTIS CAMP COMMUNITY ASSOCIATION

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**MARTIS CAMP COMMUNITY ASSOCIATION  
2015 OPERATING BUDGET**

Revenue	
Assessments	\$ 2,013,000
Less: Assessments allocated to replacement fund	(362,340)
	<u>1,650,660</u>
Design review fees	482,000
Security fees	138,670
Transfer fees	14,700
Finance charges	4,800
Interest income	6,000
Developer subsidy	0
Total Revenue	<u>2,296,830</u>
Expenses	
General and administrative	317,224
Security	785,052
Design review	514,346
Roads and landscaping	685,573
Capital expenditures	156,976
	<u>2,459,171</u>
Excess of Revenue Over (Under) Expenses	(162,341)
Operating Fund Balance - Beginning Year	<u>1,003,471</u>
Operating Fund Balance - End of Year	<u><u>\$ 841,130</u></u>
Number of Lots - Beginning of Year	<u>671</u>
Number of Lots - End of Year	<u>671</u>
Quarterly assessment per lot	<u><u>\$ 750</u></u>

**MARTIS CAMP COMMUNITY ASSOCIATION  
2015 REPLACEMENT FUND BUDGET**

Revenue	
Dues allocated to replacement fund	\$ 362,340
Interest income	5,000
Total Revenue	<u>367,340</u>
Expenses	
Gatehouse	-0-
Vehicles	-0-
Roads	315,195
Total Expenses	<u>315,195</u>
Excess of Revenue Over (Under) Expenses	52,145
Replacement Fund Balance - Beginning Year	<u>1,042,459</u>
Replacement Fund Balance - End of Year	<u><u>\$ 1,094,604</u></u>

MARTIS CAMP COMMUNITY ASSOCIATION

SUPPLEMENTARY INFORMATION  
DISCLOSURES REQUIRED BY CALIFORNIA STATUTES

1. Delinquent Assessment Policy

In accordance with California law, the Association's assessments become delinquent 15 days after their due date. Delinquent assessments will be charged a collection cost of \$10 or 10% of the delinquent amount, whichever is greater, plus any other reasonable costs of collection, and interest at an annual rate of 12% on any amounts unpaid 30 days past their due date.

2. Insurance Disclosure

Civil code section 5300 requires that the Association inform the membership about the following insurance information.

Liability insurance

Carrier: Philadelphia Insurance Co.

Limit: \$1,000,000 per occurrence \$2,000,000 total

Umbrella liability including directors and officers insurance

Carrier: Philadelphia Insurance Co.

Limit: \$5,000,000 per occurrence

Retention Limit: \$10,000

Directors and officers insurance

Carrier: Great American

Limit: \$1,000,000 per occurrence \$1,000,000 aggregate limit

Deductible: \$1,000

Property insurance (no earthquake or flood insurance)

Carrier: Philadelphia Insurance Co.

Limit: \$1,800,000

Deductible: \$1,000

Employee Dishonesty

Carrier: Philadelphia Insurance Co.

Limit: \$250,000

Deductible: \$2,500

**This summary of the Association's policies of insurance provides only certain information, as required by subdivision (e) of section 5300 of the Civil Code, and should not be considered a substitute for the complete policy terms and conditions contained in the actual policies of insurance. Any Association member may, upon request and provision of reasonable notice, review the Association's insurance policies and, upon request and**



# MARTIS CAMP COMMUNITY ASSOCIATION

## SUPPLEMENTARY INFORMATION DISCLOSURES REQUIRED BY CALIFORNIA STATUTES

payment of reasonable duplication charges, obtain copies of those policies. Although the Association maintains the policies of insurance specified in this summary, the Association's policies of insurance do not cover your property or real property improvements around your dwelling, or personal injuries or other losses that occur within or around your dwelling. Even if a loss is covered, you may nevertheless be responsible for paying all or a portion of any deductible that applies. Association members should consult with their individual insurance broker or agent for appropriate additional coverage.

### 3. Notice of Special Assessments

The Association has not levied any special assessments.

### 4. Notice of Right to Receive Meeting Minutes

Members may request copies of the minutes of the Board of Directors by submitting the request in writing to the Association Secretary at 7951 Fleur du Lac Drive, Truckee, CA 96161.

### 5. Schedule of Fines

Members were provided the schedule of fines as part of the Rules and Regulations in a separate mailing. Alternatively, they should contact the Association at 7951 Fleur du Lac Drive, Truckee, CA 96161.

### 6. Architectural Procedures

Members were provided design review guidelines in a separate mailing. Alternatively, they should contact the Association at 7951 Fleur du Lac Drive, Truckee, CA 96161.

### 7. Right to a Secondary Address

A member of an association may provide written notice by facsimile transmission or United States mail to the association of a secondary address. If a secondary address is provided, the association shall send all correspondence and legal notices required pursuant to this article to both the primary and secondary address.

### 8. Availability of Detailed Reserve Study

A detailed reserve study was updated during October 2014. A copy of that reserve study is available for review at the Association's offices located at 7951 Fleur du Lac Drive, Truckee, CA 96161. Alternatively, a member may request that a copy be mailed to them at the Association's expense.

MARTIS CAMP COMMUNITY ASSOCIATION

SUPPLEMENTARY INFORMATION  
DISCLOSURES REQUIRED BY CALIFORNIA STATUTES

9. Official Communications and General Notices

Pursuant to the California civil code, all official communications may be directed to the Association General Manager, 7951 Fleur du Lac Drive, Truckee, CA 96161.

Pursuant to the California civil code, all posting of general notices shall be located at the Association's office located at 7951 Fleur du Lac Drive, Truckee, CA 96161.

Members may request general notices by individual delivery.

**MARTIS CAMP COMMUNITY ASSOCIATION**  
**NOTICE RE DISPUTE RESOLUTION PROCEDURES**  
**(IDR/ADR)**

**INTRODUCTION**

California law now provides two separate types of dispute resolution procedures to resolve disputes between Associations and their members. The first type of dispute resolution is referred to in this Notice as “Informal Dispute Resolution” or IDR. The law governing IDR refers to it as “meet and confer” dispute resolution, and is found at Section 5900 et seq. of the Civil Code. The law is intended to provide a simple and efficient intra-association dispute resolution procedure at little or no cost to the parties.

The second type of dispute resolution process is more formal and involves a neutral third party. It is referred to in this Notice as “Alternative Dispute Resolution,” “ADR,” or “neutral third party” ADR. The law governing ADR is found at Section 5925, et seq. ADR is required as a prerequisite to most disputes that involve litigation or foreclosure against a member’s separate interest by the Association.

For most disputes, both types of dispute resolution procedures are available. IDR (meet and confer) can often be employed as a first step. If the IDR process does not resolve the dispute, the more formal, neutral third party ADR process is available or required thereafter for most disputes that involve foreclosure or litigation. This notice is intended as a summary of both dispute resolution procedures that are available or required in some instances. If a member has any questions, they should obtain independent legal advice.

**I. INFORMAL DISPUTE RESOLUTION**  
**(MEET AND CONFER)**  
**(Cal. Civil Code Section 5900 et seq.)**

Civil Code section 5900 requires the Association to provide a fair, reasonable, and expeditious procedure for resolving disputes with members, at little or no cost. The Association’s policy is that Informal Dispute Resolution that involves delinquent assessments must be completed within 30 days of the date an IDR request is made by any party. For all other disputes, IDR must be completed within 60 days of the date an IDR request is made. If IDR related to delinquent assessments is not completed within 30 days, or completed for all other disputes within 60 days, it shall be deemed complete, unless a written agreement is signed by all parties extending the time in which to complete the IDR process. Telephone calls between the parties are an acceptable method to engage in IDR, although if either party requests a personal meeting, that request must be honored, so long as IDR can be completed within the timelines required by this notice. The Association has not adopted any other specific IDR procedures, so the basic procedures set forth at Civil Code section 5915 govern all other IDR procedures. The relevant provisions of section 5915 are as follows:

- (1) Either party to a dispute involving the rights, duties or liabilities of a member or the association regarding the association’s governing documents (CC&Rs, Bylaws, Rules, etc.) and related issues that are specified at Civil Code Section 5900, may invoke the following procedure:

- (a) The party may request the other party to meet and confer in an effort to resolve the dispute. The request shall be in writing.
  - (b) A member of an association may refuse a request to meet and confer. The association may not refuse a request to meet and confer.
  - (c) The association's board of directors shall designate a member of the board to meet and confer.
  - (d) The parties shall meet promptly at a mutually convenient time and place, explain their positions to each other, and confer in good faith in an effort to resolve the dispute.
  - (e) A resolution of the dispute agreed to by the parties shall be memorialized in writing and signed by the parties, including the board designee on behalf of the association.
- (2) An agreement reached under this section binds the parties and is judicially enforceable if both of the following conditions are satisfied:
- (a) The agreement is not in conflict with law or the governing documents of the common interest development or association.
  - (b) The agreement is either consistent with the authority granted by the board of directors to its designee or the agreement is ratified by the board of directors.
- (3) A member of the association may not be charged a fee to participate in the process.

## **II. ALTERNATIVE DISPUTE RESOLUTION** **(NEUTRAL THIRD PARTY)** **(Cal. Civil Code Section 5925)**

Civil Code 5925 et seq. requires homeowners and their Associations to pursue formal ADR with neutral third parties before involving the courts in most disputes that relate to enforcement of association governing documents (CC&R's, By-Laws, Rules, etc.). The following is a summary of Civil Code Section 5925. The law requires the following:

1. Associations and their members are required to pursue ADR prior to filing lawsuits in civil court, if the dispute involves the enforcement of governing documents. An exception to this requirement is disputes over enforcement of assessments that do not involve foreclosure against a member's separate interest by the Association where, for example, the Association takes a member to small claims, municipal or superior court to collect a delinquent assessment. Members must be advised of their right to participate in IDR, but neutral third party ADR is not required prior to initiation of a court action to collect a delinquent assessment, so long as foreclosure against the member's separate interest is not sought in that action.
2. If the Association intends to initiate a judicial or non-judicial foreclosure action against a member, it must give that member notice of their right to participate in ADR under Civil Code

Section 5925. The costs of ADR are to be shared by the parties.

3. The requirement to participate in formal ADR specifically applies to injunctive and declaratory relief lawsuits (relief that compels or stops actions or declares rights), related to enforcement of governing documents, unless a claim for monetary damages of more than the jurisdictional limits stated in Sections 116.220 (up to \$5000) and 116.221 (up to \$7500) of the Code of Civil Procedure, is joined with the claim for injunctive or declaratory relief.

4. Available types of neutral third party ADR generally include non-binding mediation, non-binding arbitration, or binding arbitration. The parties must generally agree on the type of ADR used, except that if the Association intends to initiate a foreclosure action against a member, binding arbitration may not be available, and a member can generally decide which type of formal ADR is used.

5. Although a member can refuse to participate in ADR, there are adverse consequences for refusal to participate (see below). If an Association intends to initiate a foreclosure action, it must participate in ADR if requested to do so by a member. Again, the requirement to participate in ADR generally does not apply to an action to collect a delinquent assessment that is initiated in small claims, municipal or superior court, as long as that action does not seek a judgment of foreclosure against a member's separate interest.

6. The law contains specific procedural provisions such as how to serve a demand for formal ADR, the time to respond (generally 30 days), time periods for completion and other provisions. When the Association serves the notice or demand to participate in formal ADR, it will also provide a member with a copy of the statutes that govern formal ADR (Civil Code Civil Code 5925 et seq.)

7. Anything said during ADR is generally not admissible in subsequent court proceedings unless all parties agree otherwise. Confidentiality in ADR is protected so that the parties can speak frankly without fear that their statement may be used against them at a later time if ADR does not resolve the dispute.

8. Failure by any member of the association to comply with the Alternative Dispute Resolution requirements of Section 5930 of the Civil Code may result in the loss of your rights to sue the Association or another member of the Association regarding enforcement of the governing documents or the applicable law.

9. Pursuant to Section 5975, in actions to enforce association governing documents, the prevailing party is generally entitled to collect attorney's fees and costs. However, refusal to participate in ADR is one factor a court may consider in determining the amount of attorney's fees and costs to be awarded to the prevailing party (section 5960).

**MARTIS CAMP COMMUNITY ASSOCIATION  
NOTICE RE ASSESSMENTS AND FORECLOSURE  
Civil Code Section 5730**

This notice outlines some of the rights and responsibilities of owners of property in common interest developments and the associations that manage them. Please refer to the sections of the Civil Code indicated for further information. A portion of the information in this notice applies only to liens recorded on or after January 1, 2003. You may wish to consult a lawyer if you dispute an assessment.

**ASSESSMENTS AND FORECLOSURE**

Assessments become delinquent 15 days after they are due, unless the governing documents provide for a longer time. The failure to pay association assessments may result in the loss of an owner's property through foreclosure. Foreclosure may occur either as a result of a court action, known as judicial foreclosure or without court action, often referred to as nonjudicial foreclosure. For liens recorded on and after January 1, 2006, an association may not use judicial or nonjudicial foreclosure to enforce that lien if the amount of the delinquent assessments or dues, exclusive of any accelerated assessments, late charges, fees, attorney's fees, interest, and costs of collection, is less than one thousand eight hundred dollars (\$1,800). For delinquent assessments or dues in excess of one thousand eight hundred dollars (\$1,800) or more than 12 months delinquent, an association may use judicial or nonjudicial foreclosure subject to the conditions set forth in Article 3 (commencing with Section 5700) of Chapter 8 of Part 5 of Division 4 of the Civil Code. When using judicial or nonjudicial foreclosure, the association records a lien on the owner's property. The owner's property may be sold to satisfy the lien if the amounts secured by the lien are not paid. (Sections 5700 through 5720 of the Civil Code, inclusive)

In a judicial or nonjudicial foreclosure, the association may recover assessments, reasonable costs of collection, reasonable attorney's fees, late charges, and interest. The association may not use nonjudicial foreclosure to collect fines or penalties, except for costs to repair common areas damaged by a member or a member's guests, if the governing documents provide for this. (Section 5725 of the Civil Code)

The association must comply with the requirements of Article 2 (commencing with Section 5650) of Chapter 8 of Part 5 of Division 4 of the Civil Code when collecting delinquent assessments. If the association fails to follow these requirements, it may not record a lien on the owner's property until it has satisfied those requirements. Any additional costs that result from satisfying the requirements are the responsibility of the association. (Section 5675 of the Civil Code)

At least 30 days prior to recording a lien on an owner's separate interest, the association must provide the owner of record with certain documents by certified mail, including a description of its collection and lien enforcement procedures and the method of calculating the amount. It must also provide an itemized statement of the charges owed by the owner. An owner has a right to review the association's records to verify the debt. (Section 5660 of the Civil Code)

If a lien is recorded against an owner's property in error, the person who recorded the lien is required to record a lien release within 21 days, and to provide an owner certain documents in this

regard. (Section 5685 of the Civil Code) The collection practices of the association may be governed by state and federal laws regarding fair debt collection. Penalties can be imposed for debt collection practices that violate these laws.

## PAYMENTS

When an owner makes a payment, the owner may request a receipt, and the association is required to provide it. On the receipt, the association must indicate the date of payment and the person who received it. The association must inform owners of a mailing address for overnight payments (Section 5655 of the Civil Code). For Martis Camp, this address is 7951 Fleur du Lac Drive, Truckee, CA 96161.

An owner may, but is not obligated to, pay under protest any disputed charge or sum levied by the association, including, but not limited to, an assessment, fine, penalty, late fee, collection cost, or monetary penalty imposed as a disciplinary measure, and by so doing, specifically reserve the right to contest the disputed charge or sum in court or otherwise.

An owner may dispute an assessment debt by submitting a written request for dispute resolution to the association as set forth in Article 2 (commencing with Section 5900) of Chapter 10 of Part 5 of Division 4 of the Civil Code. In addition, an association may not initiate a foreclosure without participating in alternative dispute resolution with a neutral third party as set forth in Article 3 (commencing with Section 5925) of Chapter 10 of Part 5 of Division 4 of the Civil Code, if so requested by the owner. Binding arbitration shall not be available if the association intends to initiate a judicial foreclosure.

An owner is not liable for charges, interest, and costs of collection, if it is established that the assessment was paid properly on time. (Section 5685 of the Civil Code)

## MEETINGS AND PAYMENT PLANS

An owner of a separate interest that is not a time-share interest may request the association to consider a payment plan to satisfy a delinquent assessment. The association must inform owners of the standards for payment plans, if any exist. (Section 5665 of the Civil Code)

The board must meet with an owner who makes a proper written request for a meeting to discuss a payment plan when the owner has received a notice of a delinquent assessment. These payment plans must conform with the payment plan standards of the association, if they exist. (Section 5665 of the Civil Code)

# California Assessment and Reserve Funding Disclosure Summary

## Martis Camp - Final

For Fiscal Year Beginning: 1/1/2015

	Total Number of Units/Assessments	Unit Interest
1) The current assessment (2014 FY) per unit per quarter (see below)	671	
Note: If assessments vary by the size or type of unit, the assessment applicable are as follows:		Quarterly
2014 Total Assessment per Unit Interest:		\$750.00

- 2) Additional assessments that have already been scheduled to be imposed or charged, regardless of the purpose, if they have been approved by the board and/or members:

Date Due	Total Amount Per Unit (If assessments are variable, see note below)	Purpose
N/A	N/A	N/A

- 3) Based on the most recent Reserve Study and other information available to the Board of Directors, will currently projected Reserve account balances be sufficient at the end of each year to meet the association's obligation for repair and/or replacement of major components during the next 30 years?

☒ YES

☐ NO

The Association's Board of Directors has relied on information, opinions, reports and statements presented to it by vendors, contractors, reserve study professionals, CPAs and/or other professionals and is relying upon this information, financial data and reports pursuant to Corporations Code 7231 in providing the association membership the information contained in this Assessment Reserve Funding Disclosure Summary. The information contained within the reserve study includes estimates of replacement value and life expectancies of the components and includes assumptions regarding future events based on information supplied to the Association's Board of Directors from said professionals. Some assumptions inevitably will not materialize and unanticipated events and circumstances may occur subsequent to the date of this disclosure summary. Therefore, the actual replacement cost and remaining life may vary from the reserve study and the variation may be significant. Additionally, inflation and other economic events may impact the reserve study, particularly over a thirty (30) year period of time which could impact the accuracy of the reserve study and the funds available to meet the association's obligation for repair and/or replacement of major components during the next thirty (30) years. Furthermore, the occurrence of vandalism, severe weather conditions, earthquakes, floods or other acts of God cannot be accounted for and are excluded when assessing life expectancies of the components. The reserve study only includes items that the Association has a clear and express responsibility to maintain pursuant to the Association's CC&R's

- 4) If the answer to #3 is no, what additional assessments or other contributions to Reserves would be necessary to ensure that sufficient Reserve Funds will be available each year during the next 30 years that have not yet been approved by the board or the members?

Approximate Fiscal Year Assessment Will Be Due	Total Amount Per Unit
	Increases to reserve contributions are projected to maintain a positive cash flow over a thirty year period.

- 5) All major components are included in the reserve study and are included in its calculations. However, the following major components, which are included in the Reserve Study, are NOT included in the existing Reserve Funding.

Major Component	Remaining Useful Life (yrs)	Reason Not Included
Major Building Structures	Life of the Project	

- 6) Based in whole or in part on the last reserve study or update prepared by Hughes Reserves & Asset Management as of fiscal year end and based on the method of calculation in paragraph (4) of subdivision (b) of Section 1365.2.5, the estimated amount required in the reserve fund at the end of the current fiscal year is:

\* \$2,624,027

The projected reserve fund cash balance at the end of the current fiscal year is:

\$1,042,459

Based on this balance in reserves the Association percent funded level is:

39.73%

If an alternate, but generally accepted, method of calculation is also used, i.e. pooling method, the required reserve amount is:

N/A

The financial representations set forth in this summary are based on the best estimates of the preparer at the time and information provided by the Association. Estimates are subject to change.

Per Davis-Sterling Common Interest Development Act the current ending reserve balance divided by the current replacement cost expressed as a percent is:

15.49%

\*This number is calculated based on a straight line method, wherein, each component must stand alone, not utilizing the cash flow method of funding, also know as the pooling method.

**The Association does not anticipate the need for a Special Assessment for the repair or replacement of common area components. (see Thirty Year Cash Flow Summary).**

(7) Based on the method of calculation in paragraph (4) of subdivision (b) of Section 1365.2.5 of the Civil Code, the estimated amount required in the reserve fund at the end of each of the next five budget years is See Row "A" Below, and the projected reserve fund cash balance in each of those years, taking into account only assessments already approved and other known revenues, is See Row "B" Below, leaving the reserve at See Row "C" Below percent funding. If the reserve funding plan approved by the association is implemented, the projected reserve fund cash balance in each of those years will be See Row "D" Below, leaving the reserve at See Row "E" Below percent funding. Note: The financial representations set forth in this summary are based on the best estimates of the preparer at that time. The estimates are subject to change.

	1/1/2015	1/1/2016	1/1/2017	1/1/2018	1/1/2019
A - Fully Funded(Recommended)	\$ 2,624,027	\$ 2,881,373	\$ 3,228,644	\$ 3,708,229	\$ 4,153,665
B- Reserve Cash Balances	\$ 1,042,459	\$ 1,089,571	\$ 1,234,198	\$ 1,531,496	\$ 1,782,467
C-Percent Funded	39.73%	37.81%	38.23%	41.30%	42.91%
D-Approved Reserve Plan	\$ 1,042,459	\$ 1,089,571	\$ 1,251,801	\$ 1,585,450	\$ 1,892,725
E-Percent Funded	39.73%	37.81%	38.77%	42.75%	45.57%
Section 1365 (a)(2)(D) The current deficiency in reserve funding per ownership interest, as calculated by statutory formula, is:					(\$2,357)
This is calculated as the current estimate of the straight-line liability as of the beginning of the fiscal year which is:					\$ 2,624,027
less the current amount of accumulated cash reserves actually set aside as of that date, divided by number of owners which is:					671

### Section 1365 (a)(3)(A)

The Association's Board of Directors has deferred or determined not to undertake repairs or replacements over the next 30 years as follows: None.

### Section 1365 (a)(3)(B)

The Association's Board of Directors as of the date of the study, does not anticipate the levy of a special assessment for the repair, replacement or restoration of the major components.

### Section 1365 (a)(3)(D) The Association has an outstanding loan as follows: None





## **2015 Board of Directors Meeting Schedule**

Thursday, January 22	8:00 am
Thursday, April 16	8:00 am
Thursday, July 16	8:00 am
Thursday, September 17 (Budget / Special Meeting)	8:00 am
Saturday, October 17	8:00 am
To be determined      Annual Meeting	TBA

## **2015 Board Members**

William Beaty

Tom Bernthal

Sherry Conrads

Mark Johnson

Jeff Van Harte

## **Martis Camp Community Association Offices**

7951 Fleur Du Lac Drive, Truckee, CA 96161

[www.martiscamp.com](http://www.martiscamp.com)