

APNS: 1420-08-401-001; 1420-18-510-041;  
1420-18-710-062; 1420-18-710-064;  
1420-18-710-073



KAREN ELLISON, RECORDER

WHEN RECORDED, RETURN TO:

Gayle A. Kern, Esq.  
Kern & Associates, Ltd.  
5421 Kietzke Lane, Suite 200  
Reno, NV 89511

**JUDGMENT CONFIRMING AWARD**

I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030)

I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does contain the social security number of a person or persons as required by law: \_\_\_\_\_ (state specific law)

*Gayle A. Kern*

Attorney

Signature

Title

Gayle A. Kern, Esq.

This page added to provide additional information required by NRS 111.312 Sections 1-2 and NRS 239B.030, Section 4.

This cover page must be typed or printed in black ink.

RECEIVED

FILED

Case No. 14-CV-0160 JUN - 3 2015  
Dept. No. II Douglas County District Court Clerk

NO \_\_\_\_\_  
2015 JUN -5 AM 11:37  
BOBBIE R. WILLIAMS  
CLERK  
B.D. GOEL DEPUTY

IN THE NINTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA  
IN AND FOR THE COUNTY OF DOUGLAS

THE SPRINGS PROPERTY OWNERS  
ASSOCIATION, a Nevada non-profit  
corporation,

JUDGMENT CONFIRMING AWARD

Claimant,

vs.

ASIAN PACIFIC GROUP, LLC,

Respondent.

Upon reading Claimant, The Springs Property Owners Association's Request for Judgment to Confirm Award, and the Court being fully informed in the premises;

NOW THEREFORE:

**IT IS ORDERED AND ADJUDGED** that the Stipulation for Settlement Agreement; Order Approving Stipulation for Settlement Agreement; Award attached hereto as Exhibit "1" is hereby confirmed.

IT IS THEREFORE ORDERED that Judgment is entered as follows:

1. APG, its successors, assigns, invitees, employees, agents, members or any person or entity claiming rights through APG are prohibited from using any portion of the Association's property, Common Area, Lots, or property owned by, controlled by or managed by the Association. A map of the Association's property, Common Area, Lots and property controlled by or managed by the Association is attached hereto in Exhibit "1" as Exhibit A. If any additional property is added to the Association's property, Common Area, Lots or property owned by, controlled by or managed by the Association, such additional property shall also be subject to this prohibition.

1           2.       The Association, its successors, assigns, invitees, employees, agents, members or  
2 any person or entity claiming rights through the Association are prohibited from using any portion  
3 of APG's property or property owned by, controlled by or managed by the APG, except as  
4 specifically permitted as members or customers of the Sunridge Golf Club.

5           3.       The Amended and Restated Declaration of Covenants, Conditions and Restrictions  
6 for the Springs Property Owners Association ("CC&Rs") removed any obligation of APG or its  
7 successors or assigns, as owner of the Sunridge Golf Course to pay any assessments. The CC&Rs  
8 also terminated any right to vote by APG, its successors or assigns. The CC&Rs extinguished all  
9 and any access easement rights of APG, including APG, its successors, assigns, invitees, employees,  
10 managers, members or any other person or entity claiming a right through APG of enjoying any  
11 access easement across Association property, Common Area, Lots or property owned by, controlled  
12 by or managed by the Association or use any portion of the Association's property, Common Area,  
13 Lots or property owned by, controlled by or managed by the Association, including but not limited  
14 to the roads, sidewalks, gates, access areas or any Lot, Common Area or other property owned or  
15 controlled by the Association, except as otherwise specifically permitted by the CC&Rs. Any use,  
16 access, travel or exercise of any right by APG, its successors or assigns, as to the Association's  
17 property, Common Area, Lots, or property owned by, controlled by or managed by the Association  
18 shall be unlawful and shall constitute a trespass and shall be a violation of this Judgment on  
19 Arbitration Award.

20           4.       APG shall not be required to pay any assessments to the Association for any past  
21 period of time or for any period of time in the future.

22           5.       This Judgment to Confirm Award shall not preclude the parties or their successors  
23 and assigns from agreeing to provide access to one another's real property, so long as any such  
24 modification is done in writing and signed by both Parties.

25       ///

26       ///

27       ///

28       ///



EXHIBIT "1"

COPY

EXHIBIT "1"

1 KERN & ASSOCIATES, LTD.  
2 GAYLE A. KERN, ESQ.  
3 Nevada Bar No. 1620  
4 5421 Kietzke Lane Suite 200  
5 Reno, Nevada 89511  
6 Telephone: (775) 324-5930  
7 Telefax: (775) 324-6173  
8 E-mail: gaylekern@kernltd.com

9 Attorneys for The Springs Property Owners Association

10 STATE OF NEVADA  
11 IN THE DEPARTMENT OF BUSINESS AND INDUSTRY  
12 REAL ESTATE DIVISION

13 In re the Alternate Dispute  
14 Resolution claim of:

NRED CONTROL NO.: 14-21

15 THE SPRINGS PROPERTY OWNERS  
16 ASSOCIATION, a Nevada non-profit  
17 corporation,

STIPULATION FOR SETTLEMENT  
AGREEMENT; ORDER APPROVING  
STIPULATION FOR SETTLEMENT  
AGREEMENT; AWARD

18 Claimant,

19 vs.

20 ASIAN PACIFIC GROUP, LLC,

21 Respondent.

22 STIPULATION FOR SETTLEMENT AGREEMENT

23 This Stipulation for Settlement Agreement is made this \_\_\_\_ day of May, 2014, by and  
24 between The Springs Property Owners Association ("Association") by and through its attorneys, on  
25 the one hand, and Asian Pacific Group, LLC ("APG") by and through its attorneys, on the other  
26 hand, hereinafter referred to collectively as "the Parties."

27 RECITALS

28 A. The Association commenced this action by filing an Alternative Dispute Resolution  
with NRED on or about September 26, 2013.

B. APG filed its Response on December 2, 2013.

C. The Parties have agreed to settle the claims and disputes.

NOW, THEREFORE, the Parties agree and stipulate to the entry of judgment as follows:

1. APG, its successors, assigns, invitees, employees, agents, members or any person or

1 entity claiming rights through APG are prohibited from using any portion of the Association's  
2 property, Common Area, Lots, or property owned by, controlled by or managed by the Association.  
3 A map of the Association's property, Common Area, Lots and property controlled by or managed  
4 by the Association is attached as Exhibit "A". If any additional property is added to the  
5 Association's property, Common Area, Lots or property owned by, controlled by or managed by the  
6 Association, such additional property shall also be subject to this prohibition.

7 2. The Association, its successors, assigns, invitees, employees, agents, members or any  
8 person or entity claiming rights through the Association are prohibited from using any portion of  
9 APG's property or property owned by, controlled by or managed by the APG, except as specifically  
10 permitted as members or customers of the Sunridge Golf Club.

11 3. The Amended and Restated Declaration of Covenants, Conditions and Restrictions  
12 for the Springs Property Owners Association ("CC&Rs") removed any obligation of APG or its  
13 successors or assigns, as owner of the Sunridge Golf Course to pay any assessments. The CC&Rs  
14 also terminated any right to vote by APG, its successors or assigns. The CC&Rs extinguished all  
15 and any access access easement rights of APG, including APG, its successors, assigns, invitees,  
16 employees, managers, members or any other person or entity claiming a right through APG of  
17 enjoying any access easement across Association property, Common Area, Lots or property owned  
18 by, controlled by or managed by the Association or use any portion of the Association's property,  
19 Common Area, Lots or property owned by, controlled by or managed by the Association, including  
20 but not limited to the roads, sidewalks, gates, access areas or any Lot, Common Area or other  
21 property owned or controlled by the Association, except as otherwise specifically permitted by the  
22 CC&Rs. Any use, access, travel or exercise of any right by APG, its successors or assigns, as to the  
23 Association's property, Common Area, Lots, or property owned by, controlled by or managed by the  
24 Association shall be unlawful and shall constitute a trespass and shall be a violation of this  
25 Stipulation and Settlement Agreement.

26 4. APG shall not be required to pay any assessments to the Association for any past  
27 period of time or for any period of time in the future.

28 ///

1           5.     The parties agree that this Stipulation shall not preclude the parties or their successors  
2 and assigns from agreeing to provide access to one another's real property or otherwise modifying  
3 the terms of this Stipulation, so long as any such modification is done in writing and signed by both  
4 Parties.

5           6.     It is intended by the Parties that this Stipulation for Settlement Agreement, Order  
6 Approving Stipulation for Settlement Agreement and Award shall constitute that action necessary  
7 for the completion of the dispute resolution process as required by NRS Chapter 38. It is further  
8 understood that upon the Arbitrator's execution of the Order Approving the Stipulation below, the  
9 NRED will issue its certificate certifying that the alternate dispute resolution process has been  
10 completed as a non-binding Arbitration required by NRS Chapter 38. Parties hereby expressly  
11 waive their right to seek *de novo* review of this action pursuant on NRS 38.247. Parties reserve their  
12 right to file a petition to confirm the Award.

13           7.     The Parties understand and agree that this Stipulation sets forth the full and complete  
14 Stipulation of the Parties, and that no statement or representation, other than those contained herein,  
15 have been made or relied upon by the Parties as inducement for executing this Stipulation. No part  
16 of this Stipulation may be changed except in a writing executed by a duly authorized representative  
17 of each party.

18           8.     Each party warrants it is able to perform its obligations under this Stipulation.

19           9.     The validity, interpretation, construction and performance of this Stipulation shall be  
20 governed by the laws of the State of Nevada.

21           10.    The Parties agree that the provisions of this Stipulation are wholly severable and any  
22 portion or provision which is ever found to be void or unenforceable shall not in any way affect the  
23 validity or enforce ability of any provision or portion hereof.

24     ///

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1 11. If any action is brought to enforce this Stipulation; Order and Award, the prevailing  
2 party shall be awarded all of its attorney's fees and costs.

3 Dated this 1st day of May, 2014.

4 THE SPRINGS PROPERTY OWNERS ASSOCIATION

5   
6 GAYLE A. KERN, ESQ.  
7 Attorney for The Springs Property Owners Association

8 ASIAN PACIFIC GROUP, LLC

9   
10 JAMES R. CAVILLA, ESQ.  
11 Attorney for Asian Pacific Group, LLC

12 \* \* \*

13 ORDER APPROVING STIPULATION FOR SETTLEMENT AGREEMENT

14 IT IS HEREBY ORDERED that the Stipulation for Settlement Agreement is  
15 hereby approved.

16 IT IS FURTHER ORDERED that the alternate dispute resolution process as a  
17 non-binding arbitration, required by NRS Chapter 38 has been completed.

18 \* \* \*

19 AWARD

20 GOOD CAUSE APPEARING,

21 In accordance with the Order Approving Stipulation for Settlement Agreement,

22 IT IS ORDERED that an AWARD IS ENTERED as follows:

23 1. APG, its successors, assigns, invitees, employees, agents, members or any person or  
24 entity claiming rights through APG are prohibited from using any portion of the Association's  
25 property, Common Area, Lots, or property owned by, controlled by or managed by the Association.  
26 A map of the Association's property, Common Area, Lots and property controlled by or managed  
27 by the Association is attached as Exhibit "A". If any additional property is added to the  
28 Association's property, Common Area, Lots or property owned by, controlled by or managed by the  
Association, such additional property shall also be subject to this prohibition.

1           2.     The Association, its successors, assigns, invitees, employees, agents, members or any  
2 person or entity claiming rights through the Association are prohibited from using any portion of  
3 APG's property or property owned by, controlled by or managed by the APG, except as specifically  
4 permitted as members or customers of the Sunridge Golf Club.

5           3.     The Amended and Restated Declaration of Covenants, Conditions and Restrictions  
6 for the Springs Property Owners Association ("CC&Rs") removed any obligation of APG or its  
7 successors or assigns, as owner of the Sunridge Golf Course to pay any assessments. The CC&Rs  
8 also terminated any right to vote by APG, its successors or assigns. The CC&Rs extinguished all  
9 and any access access easement rights of APG, including APG, its successors, assigns, invitees,  
10 employees, managers, members or any other person or entity claiming a right through APG of  
11 enjoying any access easement across Association property, Common Area, Lots or property owned  
12 by, controlled by or managed by the Association or use any portion of the Association's property,  
13 Common Area, Lots or property owned by, controlled by or managed by the Association, including  
14 but not limited to the roads, sidewalks, gates, access areas or any Lot, Common Area or other  
15 property owned or controlled by the Association, except as otherwise specifically permitted by the  
16 CC&Rs. Any use, access, travel or exercise of any right by APG, its successors or assigns, as to the  
17 Association's property, Common Area, Lots, or property owned by, controlled by or managed by the  
18 Association shall be unlawful and shall constitute a trespass and shall be a violation of this  
19 Stipulation and Settlement Agreement.

20           4.     APG shall not be required to pay any assessments to the Association for any past  
21 period of time or for any period of time in the future.

22           5.     The parties agree that this Stipulation shall not preclude the parties or their successors  
23 and assigns from agreeing to provide access to one another's real property or otherwise modifying  
24 the terms of this Stipulation, so long as any such modification is done in writing and signed by both  
25 Parties.

26           6.     It is intended by the Parties that this Stipulation for Settlement Agreement, Order  
27 Approving Stipulation for Settlement Agreement and Award shall constitute that action necessary  
28 for the completion of the dispute resolution process as required by NRS Chapter 38. It is further  
understood that upon the Arbitrator's execution of the Order Approving the Stipulation below, the

1 NRED will issue its certificate certifying that the alternate dispute resolution process has been  
2 completed as a non-binding Arbitration required by NRS Chapter 38. Parties hereby expressly  
3 waive their right to seek *de novo* review of this action pursuant on NRS 38.247. Parties reserve their  
4 right to file a petition to confirm the Award.

5 7. The Parties understand and agree that this Stipulation sets forth the full and complete  
6 Stipulation of the Parties, and that no statement or representation, other than those contained herein,  
7 have been made or relied upon by the Parties as inducement for executing this Stipulation. No part  
8 of this Stipulation may be changed except in a writing executed by a duly authorized representative  
9 of each party.

10 8. Each party warrants it is able to perform its obligations under this Stipulation.

11 9. The validity, interpretation, construction and performance of this Stipulation shall be  
12 governed by the laws of the State of Nevada.

13 10. The Parties agree that the provisions of this Stipulation are wholly severable and any  
14 portion or provision which is ever found to be void or unenforceable shall not in any way affect the  
15 validity or enforce ability of any provision or portion hereof.

16 11. If any action is brought to enforce this Stipulation; Order and Award, the prevailing  
17 party shall be awarded all of its attorney's fees and costs.

18 12. The arbitration fees and costs for this action are \$220.00 and each party shall be  
19 responsible to pay one-half of such fees and costs directly to the undersigned.

20 DATED this 10<sup>th</sup> day of May, 2014.


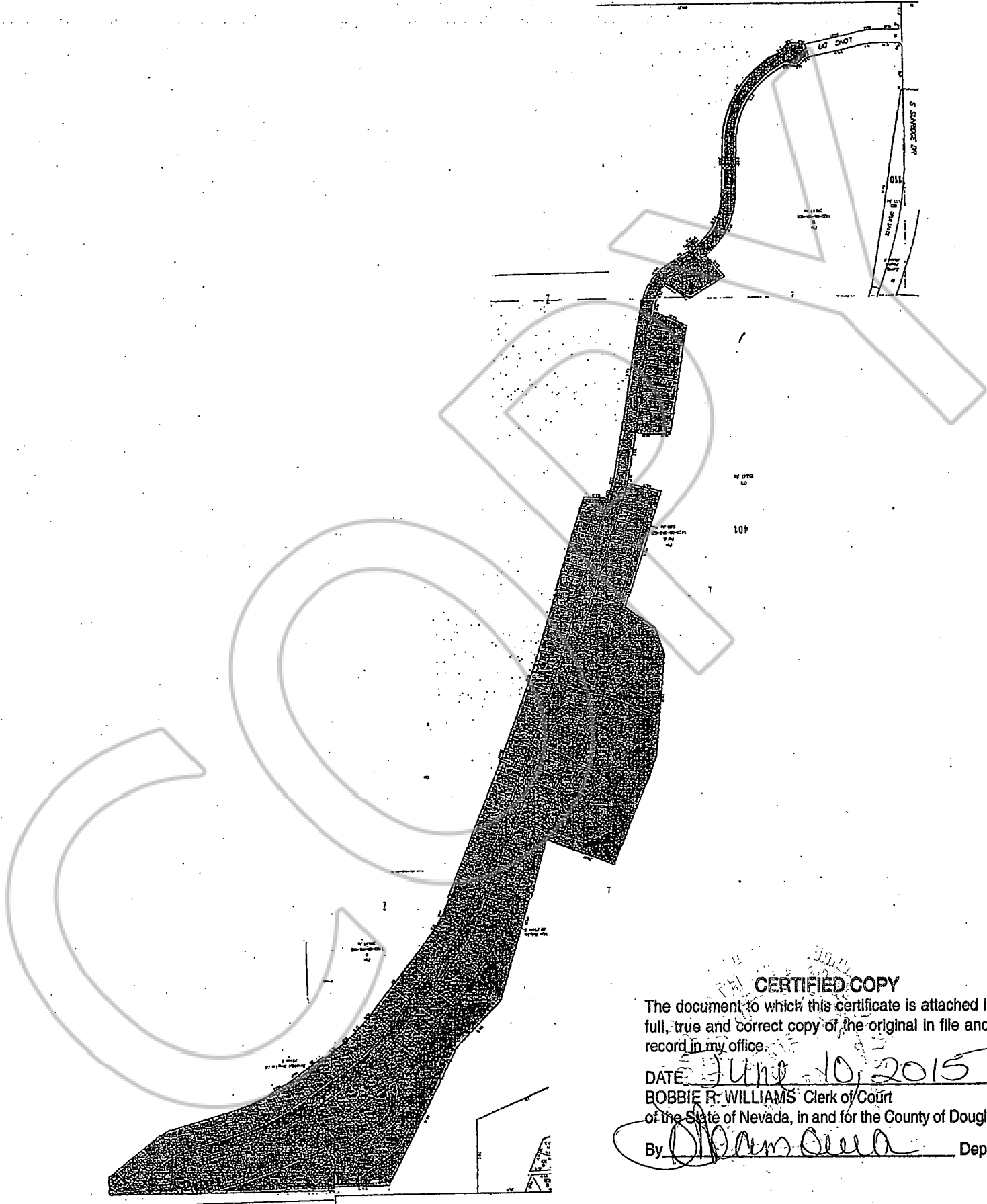
21  
22   
23 \_\_\_\_\_  
24 ANGELA DOWD, ARBITRATOR  
25  
26  
27  
28

EXHIBIT "A"

COPY

EXHIBIT "A"



**CERTIFIED COPY**

The document to which this certificate is attached is a full, true and correct copy of the original in file and of record in my office.

DATE June 10, 2015

BOBBIE R. WILLIAMS Clerk of Court  
of the State of Nevada, in and for the County of Douglas,

By [Signature] Deputy



Douglas County Recorder's Office

Karen Ellison, Recorder

<http://recorder.co.douglas.nv.us>

[kellison@co.douglas.nv.us](mailto:kellison@co.douglas.nv.us)

(775) 782-9027

**LEGIBILITY NOTICE**

The Douglas County Recorder's Office has determined that the attached document may not be suitable for recording by the method used by the Recorder to preserve the Recorder's records. The customer was advised that copies reproduced from the recorded document would not be legible. However, the customer demanded that the document be recorded without delay as the parties right may be adversely affected because of a delay in recording. Therefore, pursuant to NRS 247.120 (3), the County Recorder accepted the document conditionally, based on the undersigned's representation (1) that a suitable copy will be submitted at a later date. (2) it is impossible or impracticable to submit a more suitable copy.

By my signing below, I acknowledge that I have been advised that once the document has been microfilmed, it may not reproduce a legible copy.

Gayle A. Kern  
Signature

7.13.15  
Date

Gayle A. Kern  
Printed Name