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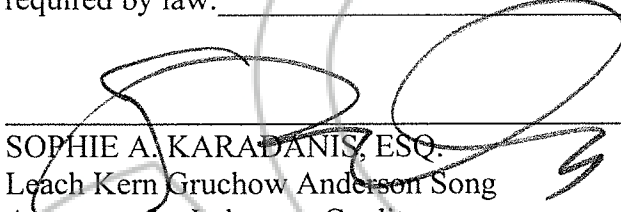
WHEN RECORDED MAIL TO:

The Springs Property Owners
Association
c/o Leach Kern Gruchow Anderson Song
5421 Kietzke Lane, Suite 200
Reno, NV 89511

AFFIDAVIT FOR RENEWAL OF JUDGMENT

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)



SOPHIE A. KARADANIS, ESQ.
Leach Kern Gruchow Anderson Song
Attorneys for Judgment Creditors

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

JUN 01 2021

FILED

1 Case No. 14-CV-0160
2 Dept. No. II

Douglas County
District Court Clerk

2021 06-01 PM 4:03

WESLEY WILLIAMS
CLERK

C. WALKER
DEPUTY

5 IN THE NINTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

6 IN AND FOR THE COUNTY OF DOUGLAS

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

**AFFIDAVIT FOR RENEWAL OF
JUDGMENT**

9 Claimant,

10 vs.

11 ASIAN PACIFIC GROUP, LLC,

12 Respondent.

13 _____ /
14 STATE OF NEVADA)
15) : ss.
16 COUNTY OF WASHOE)

17 GAYLE A. KERN, ESQ., counsel for Plaintiff, The Springs Property Owners Association
18 "Judgment Creditor"), being first duly sworn, deposes and states under penalty of perjury that the
19 following statements are true:

- 20 1. I am the attorney for the Judgment Creditors in the above-entitled action.
- 21 2. This Affidavit is filed pursuant to NRS 17.214.
- 22 3. On June 5, 2015, the above-entitled Court entered a Judgment Confirming Award
23 in favor of Judgment Creditor and against Asian Pacific Group, LLC, and its successors and assigns.
- 24 4. While there is no monetary judgment, the Judgment contains the following terms:
 - 25 a. APG, its successors, assigns, invitees, employees, agents, members or any person
26 or entity claiming rights through APG are prohibited from using any portion of the Association's
27 property, Common Area, Lots, or property owned by, controlled by or managed by the Association.
28 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

1 added to the Association's property, Common Area, Lots or property owned by, controlled by or
2 managed by the Association, such additional property shall also be subject to this prohibition.

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

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

22 d. APG shall not be required to pay any assessments to the Association for any past
23 period of time or for any period of time in the future.

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

27 ///

28 ///

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

3 5. This Judgment was previously recorded in the office of the Douglas County
4 Recorder on July 13, 2015, as Document No. 2015-866187.

5 6. No payments were required from Judgment Debtors.

6 7. There are no set-offs or counterclaims in favor of the Judgment Debtors.

7 8. There is no monetary amount due on the Judgment.

8 9. There is no outstanding writ of execution for enforcement of the Judgment.

9 DATED this 1st day of June, 2021.

10
11 
12 GAYLE A. KERN, ESQ.

13 STATE OF NEVADA
14 COUNTY OF WASHOE

15 Signed and sworn to before me on June 1, 2021, by Gayle A. Kern, Esq.

16 
17 NOTARY PUBLIC



18 **AFFIRMATION**
19 Pursuant to NRS 239B.030

20 The undersigned does hereby affirm that the preceding document filed in the above-
21 entitled case does not contain the social security number of any person.

22 DATED: June 1, 2021

23 LEACH KERN ANDERSON GRUCHOW SONG

24 
25 GAYLE A. KERN, ESQ.
26 Nevada Bar No. 1620
27 SOPHIE A. KARADANIS, ESQ.
28 Nevada Bar No. 12006
5421 Kietzke Lane, Ste. 200
Reno, Nevada 89511
Tel: (775) 324-5930
E-Mail: gkern@lkglawfirm.com
E-Mail: skaradanis@lkglawfirm.com
Attorneys for Judgment Creditors

1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCP 5(b), I certify that I am an employee of the law firm of Leach Kern
3 Gruchow Anderson Song, 5421 Kietzke Lane, Suite 200, Reno, NV 89511, and this day I served the
4 foregoing document described as follows:

5 **AFFIDAVIT FOR RENEWAL OF JUDGMENT**

6 on the parties set forth below, at the addresses listed below by:

7 X Placing an original or true copy thereof in a sealed envelope place for
8 collection and mailing in the United States Mail, at Reno, Nevada, first class
mail, postage paid, following ordinary business practices, addressed to:

9 Via facsimile transmission

10 Personal delivery

11 Via e-mail to:

12 **Certified Mail Receipt No. 7019 2970 0001 1039 8173**

13 James R. Cavilia, Esq.
14 Allison Mackenzie Pavlakis Wright & Fagan
15 402 North Division Street
Carson City, Nevada 89703

16 DATED this 1st day of June, 2021.

17 
18 TERESA A. GEARHART

INDEX OF EXHIBITS

Exhibit No.	Description/Title	Pages
1	Stipulation for Settlement Agreement; Order Approving Stipulation for Settlement Agreement; Award	9

COPY

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 _____ /

23 STIPULATION FOR SETTLEMENT AGREEMENT

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

28 RECITALS

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 ///

25 ///

26 ///


27 ///

28 ///

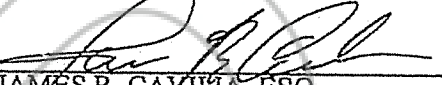
1 11. If any action is brought to enforce this Stipulation; Order and Award, the prevailing
2 party shall be awarded all of its attorney's fees and costs.

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 \$2209 and each party shall be
19 responsible to pay one-half of such fees and costs directly to the undersigned.

20 DATED this 12th day of May, 2014.

21
22 
23 _____
24 ANGELA DOW, ARBITRATOR
25
26
27
28

EXHIBIT "A"

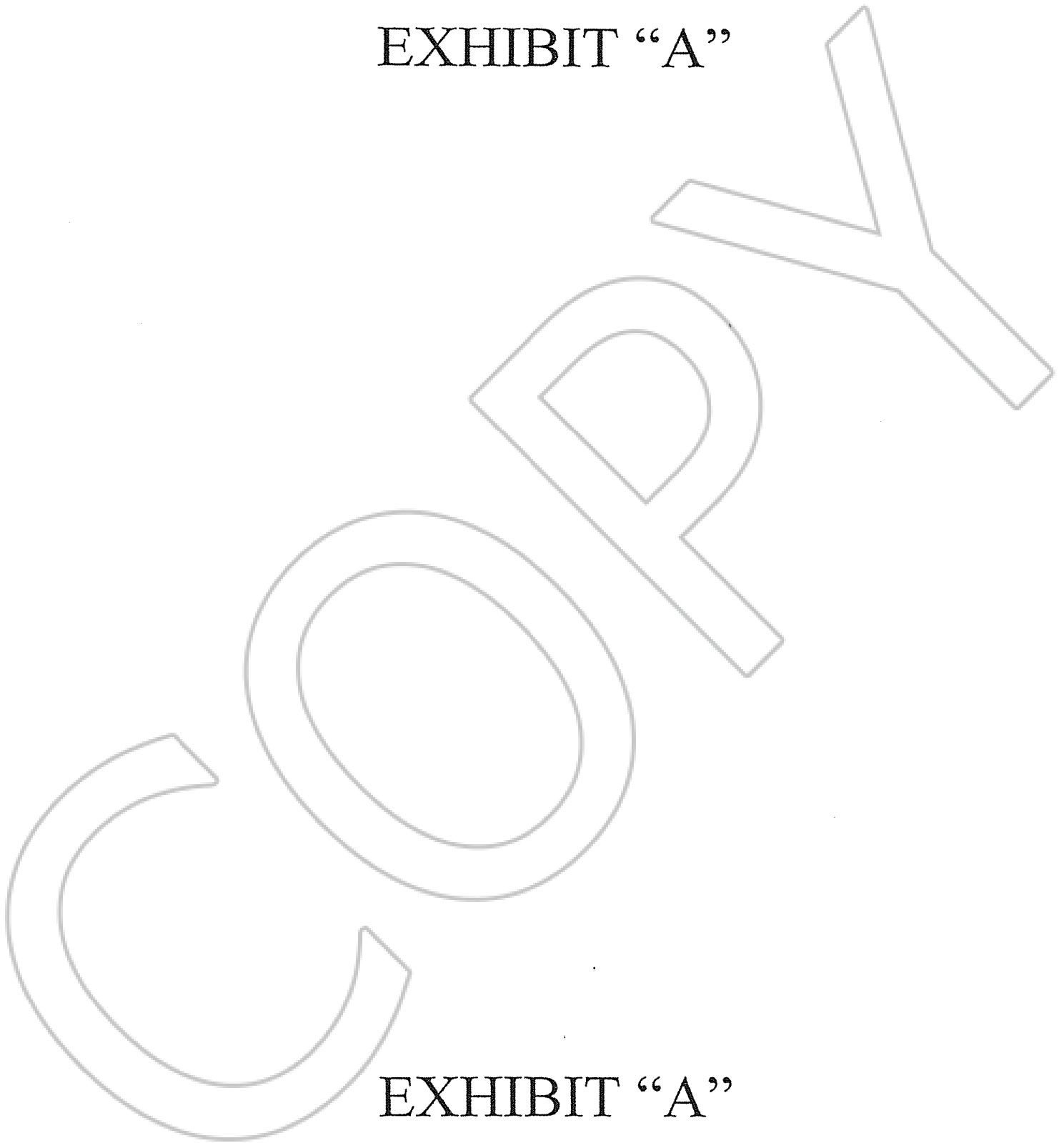
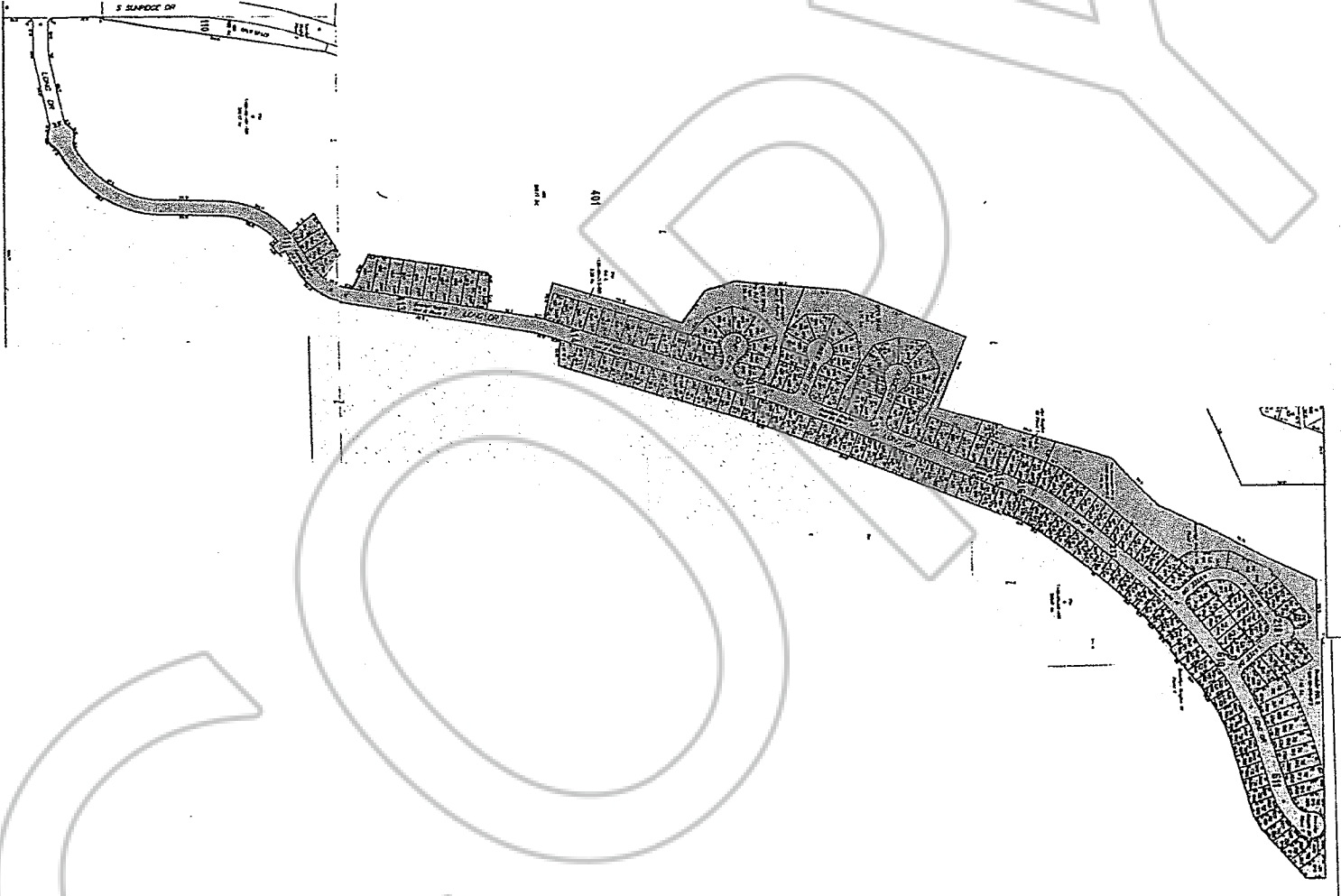


EXHIBIT "A"



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 1, 2021

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

By Al Walin Deputy



Douglas County Recorder's Office

Karen Ellison, Recorder

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

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.

Signature

Date

6.3.2021

Sophie A. Karadanis
Printed Name