



00186313202410122170050052

SHAWNYNE GARREN, RECORDER

APN# _____

Recording Requested by/Mail to:

Name: Glenbrook Homeowners Association

Address: Post Office Box 447

City/State/Zip: Glenbrook, NV 89413

Mail Tax Statements to:

Name: _____

Address: _____

City/State/Zip: _____

Order Approving Settlement

Title of Document (required)

Please complete the Affirmation Statement below:

The undersigned hereby affirms that the document submitted for recording DOES contain personal information as required by law: (check applicable)

- Affidavit of Death – NRS 440.380 (1)(A) & NRS 40.525 (5)
- Military Discharge – NRS 419.020 (2)
- Other NRS _____ (state specific law)

-OR-

I the undersigned hereby affirm the attached document, including any exhibits, hereby submitted for recording does NOT contain the personal information of any person(s). (Per NRS 239B.030)

Signature

Thomas J. Hall, Esq.

Printed Name

This document is being (re-)recorded to correct document # _____, and is correcting

1 CASE NO.: 2021-CV-00125

2 DEPT. NO.: I

3 Pursuant to NRS 239B.030,
4 the undersigned does hereby affirm
5 that this document does not contain
6 the social security number of any person.

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SEP 04 2024

**Douglas County
District Court Clerk**

2024-09-04 11:01

F. SHOEMAKER

7 **IN THE NINTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**

8 **IN AND FOR THE COUNTY OF DOUGLAS**

9 **POSTMISTRESS PROPERTIES, LLC, a
Nevada limited liability company,**

10 **Plaintiff,**

11 **vs.**

12 **GLENBROOK HOMEOWNERS'
13 ASSOCIATION, a Nevada non-profit
corporation,**

14 **Defendant,**

**ORDER APPROVING
SETTLEMENT, FOR THE
RECORDING OF SETTLEMENT
DOCUMENTS AND DISMISSAL OF
ACTION WITH PREJUDICE**

15
16 **WHEREAS, on June 21, 2021, POSTMISTRESS PROPERTIES L.L.C., a Nevada limited**
17 **liability company ("POSTMISTRESS"), filed a Verified Complaint to Quiet Title against**
18 **GLENBROOK HOMEOWNERS' ASSOCIATION, a Nevada nonprofit corporation ("GHOA") in**
19 **this action.**

20 **WHEREAS, POSTMISTRESS, Lawrence W. Ruvo, individually and as Trustee of the**
21 **Lawrence W. Ruvo Living Trust 1989, on the one hand, and GHOA , on the other hand (referred to**
22 **collectively herein as "Parties") negotiated a global resolution of all known disputes between the Parties,**
23 **including, but not limited to: (1) the allegations in the Quiet Title Action; (2) the development of parcels**
24 **owned by POSTMISTRESS/RUVO; (3) GHOA's recreational easement rights; and (4) related use**
25 **rights of GHOA's Members with regard to properties owned by POSTMISTRESS/RUVO that are**
26 **commonly referred to as the Hamlet Meadows, Rodeo Grounds, Flaggpole Green Area, and Shakespeare**
27 **Rock.**

28

1 WHEREAS, the Parties entered into the attached Settlement Agreement and Mutual
2 Releases on November 30, 2022 (the "Settlement Agreement"). Exhibit A.

3 WHEREAS, the Second Restated Declaration of Covenants, Conditions & Restrictions of
4 Glenbrook Homeowners' Association, recorded on May 16, 2017 as Document 2017-898701,
5 Douglas County Records ("GHOA CC&Rs") provides that "[t]he Board shall not convey,
6 exchange, lease, mortgage, encumber, transfer upon trust or otherwise dispose of any of the real
7 property of the Association without the affirmative vote or written consent of three-fourths (3/4)
8 of the Members." Id. Section 4.5 at page 25. Further, NRS 116.3112(3) requires ratification by the
9 Members for transfer of any of GHOA's Common Elements (as defined in GHOA CC&Rs).
10 Members' consent and ratification required under section 4.5 of the GHOA CC&Rs and NRS
11 116.3112(3) is referred to herein as "Member Written Consent."

12 WHEREAS, the Settlement Agreement required Member Written Consent which was
13 sought and over 83% of GHOA Members approved the Settlement Agreement before voting was
14 terminated.

15 WHEREAS, the Settlement Agreement requires the execution and recording of the
16 following documents to memorialize the exchange of certain property rights, which documents are
17 referred to therein as the "Settlement Documents" and are attached to Exhibit A as Exhibits 1-10
18 thereto, all of which are incorporated herein by reference:

- 19 1. Amended/Grant of Easement (Access Road);
- 20 2. Boundary Line Adjustment Quit-Claim Deed (Glenbrook Pier, Beach Area and
21 North Hamlet Meadows);
- 22 3. Declaration of Covenants, Conditions, and Restriction (Deed Restriction Hamlet
23 Meadows);
- 24 4. Grant of Easement (Shakespeare Rock Hiking Trails);
- 25 5. Quitclaim Deed for Glenbrook Pier and Release of Disputed Claims;
- 26 6. Release of Easement Rights (Rodeo Grounds);
- 27 7. Declaration of Covenants, Conditions, and Restriction (Deed Restriction Rodeo
28 Grounds);
8. Conditional Release of Easement Rights (Beach Easements);
9. Declaration of Covenants, Conditions, and Restrictions (Deed Restrictions
Prohibiting Commercial Use); and
10. Memorandum of Settlement Agreement and Mutual Releases.

WHEREAS, the Settlement Agreement requires that the Parties obtain approval and/or
review from regulatory entities, to the satisfaction of the Parties, for the recording of the Settlement

1 Documents and the Parties believe they have, or will soon have, such approvals as necessary to
2 record the Settlement Documents with the Douglas County Recorder.

3 WHEREAS, upon recording of the Settlement Documents the Parties agreed to settle this
4 Action and to resolve all other existing claims, counterclaims, and cross-claims, either known or
5 unknown, as dictated by the Settlement Agreement.


6 WHEREAS, the Settlement Agreement requires approval from this Court and dismissal of
7 the action with prejudice with the Parties to bear their own attorneys' fees and costs.

8 WHEREAS, the Parties have filed a Stipulation Requesting Order Approving Settlement,
9 for the Recording of Settlement Documents and Dismissal of Action with Prejudice.

10 This Court having reviewed and considered the foregoing stipulation by the Parties, and
11 attached Exhibits, having held a hearing on the issue on September ____, 2024, and finding good
12 cause appearing therefor, the Court hereby determines and Orders that:

- 13 1. The Settlement Agreement is approved by the Court.
- 14 2. The Parties shall record the Settlement Documents transferring the various property
15 rights.
- 16 3. Conditioned upon the recording of the Settlement Documents in the Douglas
17 County Recorder's Office, this Action is dismissed with prejudice and the Parties are to bear their
18 own attorneys' fees and costs.

19
20 9-9-24

21 
22 DISTRICT COURT JUDGE
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COPY

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 September 9, 2024

REBECCA EDWARDS, Clerk of Court
of the State of Nevada, in and for the County of Douglas,

By [Signature] Deputy