

GALENA COUNTRY ESATES HOMEOWNER'S ASSOCIATION
BOARD OF DIRECTORS MEETING MINUTES
October 11th, 2022

Board Members Present: Jaime Aranda (via Conference Call), Pamela Ganger, Cynthia Reed, Larry Crapo, John Greco

Board Members Absent: None

Others Present: Kevin Berg, Community Association Manager
Richard Layton, Recording Secretary

I. CALL TO ORDER/ESTABLISHMENT OF QUORUM – Meeting called to order and a quorum was established at 6:00PM

II. MEMBERS FORUM –

Homeowner (1) Dirt in yard on Whistler ridge. Compliance to send notice for yard maintenance

III. APPROVAL OF MINUTES – Jaime Aranda motions to approve the October 2022 minutes. Pamela Ganger seconds, All in favor.

IV. FINANCIALS – As presented by Pamela Ganger: Operating deficit approximately \$8,854 (YTD) due to incurred legal costs which is anticipated. Pamela Ganger motions to approve financials as presented. Larry Crapo seconds, all in favor.

V. UNFINISHED BUSINESS –

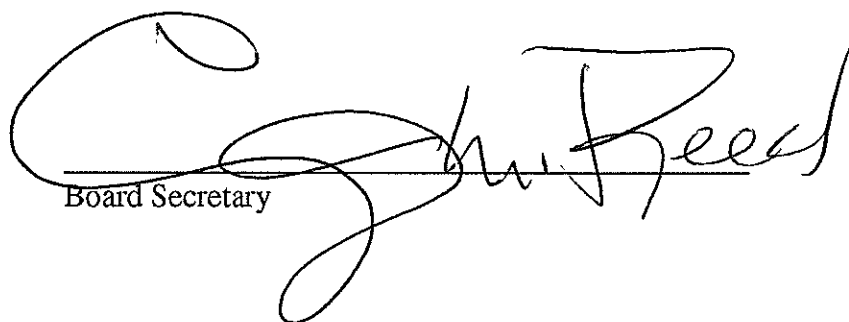
- a) Read GCE vs Monte Rosa settlement into minutes (required according to Kern's Office): Signed will investigate payment (Kevin Berg) Settlement Reached \$9,216 – sub monthly. \$1250/month. Motion: Attach settlement agreement into –as written- rather than read into minutes. Cynthia motions to Approve, Larry Crapo seconds. All in favor.
- b) Update on October 20th petition to amend the CC&R's: Continuance, took case on advisement and awaiting a decision from the Court.
- c) Future Garage Sales – maybe just one in May or June: Garage sales will be held in May or June
- d) Fire Wise ditch update and UNR cooperative advice on weeds: Almost every home cleared up.
- e) Porta Potty agreement: Motion: portable restroom not worth the cost at this time. Cynthia makes the motion, Jaime Aranda seconds, all in favor.
- f) Bids from at least 3 management companies for next year. EBMC contract expires in March: Bids from Management Trust, Asocia, EBMC. Bids are sealed. Opened. Will re-visit, no motions to be made at this time.

VI. NEW BUSINESS –

- a) Record Policy of GCE Board actions approved via email. (Ex. Biannual Ditch Cleaning on GCE Common Ground): Jaime Aranda received a new landscape quote
- b) Set new annual meeting date (March-April): April second week... April 4th, 2023 tentative date. Cynthia Reed will verify availability

- VII. CORRESPONDENCE – none
- VIII. NEXT BOARD MEETING DATE – February 7th, 2023 at Raley’s Wedge Pkwy
- IX. MEMBER’S FORUM – none
- X. EXECUTIVE SESSION – To follow BOD meeting.
- XI. ADJOURNMENT – Larry Crapo motions to adjourn with Jaime Aranda seconding, all in favor 7:05 PM

Respectfully Submitted for Board Review and Approval:
APPROVED,



Board Secretary

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

THIS SETTLEMENT AGREEMENT (this "Agreement") is made this 3 day of OCTOBER 2022 (the "Effective Date"), by and between Galena Country Estates Homeowners Association ("GCE"), and The Reserve at Monte Rosa Homeowners Association ("The Reserve"). Each may be referred to herein together as a Party, or collectively, Parties. The Effective Date is the last signature date on this Agreement.

RECITALS

WHEREAS, GCE is a Nevada non-profit corporation, successor in interest to Shadowridge, Ltd., Lancer Estates, and Shadowridge Homeowner's Association, and consists of 248 Units or Lots;

WHEREAS, The Reserve is a Nevada non-profit corporation consisting of 64 Parcels or Lots;

WHEREAS, Whites Creek Park consists of approximately six acres of real property including a park and improvements that is located adjacent to GCE and The Reserve (APN 142-400-05);

WHEREAS, on January 5, 2005, Conditions of Approval for The Reserve at Monte Rosa, TM 04-11 ("Conditions of Approval") were imposed by Washoe County, including two final maps recorded pursuant to the conditions of approval requiring The Reserve at Monte Rosa to contribute to the expenses associated with Whites Creek Park for as long as GCE is required to be responsible for the operation and maintenance of the Park and The Reserve's contribution terminated only upon the condition of Washoe County Regional Parks and Open Space Department ("Parks") assuming maintenance of Whites Creek Park;

WHEREAS, GCE and Washoe County are parties to an Amendment to Landscape Maintenance Agreement dated August 16, 2005 ("Maintenance Agreement), wherein GCE is required to pay Parks a fixed annual fee of \$11,000.00 to fulfill GCE's responsibility for operation and maintenance of the Park;

WHEREAS, on December 13, 2005, the Declaration of Covenants, Conditions and Restrictions for The Reserve ("The Reserve Declaration") was recorded as Document No. 3323076 and included Section 5.2.5 which confirmed the requirement for The Reserve's obligation to contribute to the expenses for the maintenance of Whites Creek Park by paying \$4.00 per month for each Lot in The Reserve as long as GCE was responsible for the maintenance of Whites Creek Park;

WHEREAS, Parks and/or Washoe County is not responsible for the maintenance of Whites Creek Park and GCE is, and has been, responsible for the maintenance of Whites Creek Park;

///

WHEREAS, in 2018 The Reserve ceased making contributions to GCE for the maintenance expenses of Whites Creek Park and a dispute arose between GCE and The Reserve regarding The Reserve's obligation to pay GCE its contribution to the expenses for maintenance of the White Creek Park ("Dispute");

WHEREAS, GCE filed an Alternative Dispute Resolution Claim Form with the Nevada Real Estate Division ("NRED") as Claim 22-101 ("Claim") against The Reserve regarding the Dispute;

WHEREAS, the Parties have determined that it is in their interest to reach an agreement to resolve the Dispute and all claims and allegations set forth in the Claim;

NOW THEREFORE, in consideration of and in exchange for the mutual promises, covenants and releases contained herein, and other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge and intending to be legally bound, the Parties mutually agree as follows:

AGREEMENT

A. Settlement: GCE and The Reserve hereby mutually covenant and agree for themselves and their heirs, successors, and assigns as follows:

1. Assessment Agreement for Whites Creek Park: The Reserve hereby reassumes and confirms its responsibility, duty and obligation to contribute toward the maintenance expenses for Whites Creek Park for so long as GCE remains responsible for the maintenance of the Park. The Parties agree that such contribution shall be, commencing with the amount due in 2018 through the present and in the future as more particularly described as follows:

The Reserve shall pay Galena Country Estates an amount to reimburse Galena Country Estates for a portion of the annual expenses incurred for the preceding year in the maintenance of the park commonly known as Whites Creek Park. The reimbursement amount shall be \$192.00 each month and an annual amount of \$2,304.00. The reimbursement amount is calculated as follows: for each month of the preceding year, the number of Lots in the Reserve, 64, shall be multiplied by \$3.00 and then the monthly amount shall be multiplied by twelve for the annual amount (collectively the "Base Amount"). Payments shall be made by The Reserve to Galena Country Estates twice a year, on January 1 (\$1,152.00) and July 1 (\$1,152.00). The Base Amount may be adjusted annually for any increases in direct operating costs incurred in maintaining Whites Creek Park, which adjustment shall be consistent and on the same pro rata increase as any per Lot increase charged to the Lot Owners within Galena Country Estates. To the fullest extent possible, GCE agrees to provide The Reserve with reasonable notice of any increase in the direct operating costs incurred in maintaining Whites Creek Park. All costs and expenses incurred by The Reserve in the course of its compliance with this provision shall be a Common Expense of The Reserve. If Washoe County provides written notice

that it accepts and assumes both fiscal and physical responsibility for maintaining the Park, the Reserve's payment obligation to Galena Country Estates for park maintenance, as set forth herein, shall terminate. Only a written notice by Washoe County shall constitute evidence that it accepts both fiscal and physical responsibility. If, as a result of the written notice by Washoe County, the obligation of Galena Country Estates to pay Washoe County for the maintenance of Whites Creek Park is terminated, then The Reserve's obligation to contribute toward the maintenance costs of Whites Creek Park shall terminate. If GCE and Washoe County enter into a new or revised agreement relating to the maintenance of Whites Creek Park, to the fullest extent possible, GCE agrees to provide The Reserve with reasonable notice and an opportunity to be heard, prior to entering into any new or revised agreement.

2. Obligations Run with the Land. The payment obligations of the Reserve as recognized in this Agreement run with the land and a Notice of the Obligation will be recorded in a form as evidenced by Exhibit A attached.
 3. Settlement Payments. The Reserve shall provide a settlement payment to GCE in the total amount of \$9,216.00. GCE will accept payments as set forth below:
 - a. Monthly payments of \$1,250.00 shall be due and payable on the first day of every month, until the entire balance is paid in full;
 - b. Payments shall be made payable to "Galena Country Estates Homeowners Association" c/o its management company, Eugene Burger Management Co. ("EBMC"), 5011 Meadowood Mall Way, Suite 200, Reno, NV 89502;
 - c. Payments will be delinquent if not received by EBMC, in hand, on or before the fifth calendar day of each month, without further grace period or allowance for weekends or holidays;
 - d. If any payment is not received by the fifth calendar day of the month, The Reserve shall be in default. To cure the default, a \$250.00 fee must be paid to GCE, within five (5) days.
 4. Enforcement. GCE and The Reserve shall have any and all remedies available to enforce all of the terms of this Agreement by and against the other.
- B. Mutual Waiver and Release. In further consideration for their faithful performance of the terms of this Agreement, the Parties, for themselves, their members, successors, and assigns, shall waive, release and discharge the Parties, and each of the Parties' past, present, and future beneficial owners, predecessors, successors, assigns, officers, directors, attorneys, agents, representatives, employees, insurers, former employees, and any other person, firm or corporation with whom any of them are now or may hereafter be affiliated ("Releasees") from any and all claims, damages, debts, accumulated arrears, past costs or expenses that were or could have been allocated for payment by the Parties, promises, agreements, obligations, demands, causes of action, attorneys' fees, losses and expenses of every nature whatsoever, in

law or in equity, whether known or unknown, suspected or unsuspected, filed or unfiled, based on or resulting from any actions or events that occurred prior to the signing of this Agreement, including but not limited to those asserted in the Claim.

- C. Costs and Attorneys' Fees. Each of the Parties shall bear its own attorneys' fees, costs, and expenses in connection with the matters set forth in the Agreement. If any party institutes action, whether by formal legal proceeding or not, for the enforcement of any term under this Agreement or any provision of it or the Notice of Obligation, or both, the prevailing party shall be entitled to recover from the losing party its costs, including reasonable attorney's fees and costs.
- D. Binding Nature. This Agreement, and all the terms and provisions contained herein, shall bind the heirs, personal representatives, successors and assigns of each Party, and shall inure to the benefit of each Party, their agents, directors, officers, employees, servants, successors, and assigns.
- E. Governing Law and Jurisdiction. The Parties agree that this Agreement will be construed and enforced in accordance with the laws of the State of Nevada.
- F. Voluntary Agreement. The Parties represent and acknowledge that they have carefully read this Agreement, understand all of its terms, and that they have signed and entered into the same voluntarily and free of duress or coercion.
- G. Advice of Counsel. Each Party and signatory to this Agreement has reviewed the Agreement independently, has had the opportunity to consult and, in fact, has consulted his, her, their, or its own legal counsel, is fully informed of the terms and effect of this Agreement, and has not relied in any way on any inducement, representation, or advice of any other Party in deciding to enter into this Agreement.
- H. Authority. Each Party represents to the other that it has taken all lawful action and has legal authority to enter into this Agreement.
- I. Counterparts. This Agreement may be executed in one or more counterparts, each of which together will constitute one and the same original Agreement.
- J. Entire Agreement. This Agreement represents the entire understanding and agreement between the Parties with respect to this subject matter and cannot be amended, supplemented, or changed in any respect, except by a written instrument signed by the person or entity against which enforcement of any such amendment, supplement, or modification is sought. This Agreement supersedes all prior negotiations, understandings, agreements, or representations, oral or written, between or among the persons and entities with respect to this subject matter.

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound, have executed this Agreement on the respective dates set forth below.

EXECUTED THIS 3 DAY OF OCTOBER,
2022.

GALENA COUNTRY ESTATES
HOMEOWNERS ASSOCIATION

BY: [Signature]
ITS: PRESIDENT

EXECUTED THIS 11th DAY OF October,
2022.

THE RESERVE AT MONTE ROSA
HOMEOWNERS ASSOCIATION

BY: [Signature]
ITS: President