

SETTLEMENT AGREEMENT

Laura Kronick
Plaintiff

July 24, 2019

v.

Village at Monument HOA, Joanna Anaradian, Vinay Bhumannavar, Daryl Richmond, Lanell Stovall, Phil Savage and Paul Baerman
Defendants

As part of a Colorado statutory settlement conference, this Settlement Agreement ("Agreement") confirms the settlement of the above-entitled case.

A dispute ("the Dispute") exists regarding management of the Village at Monument Homeowners Association.

The parties agree resolve the dispute on the following terms:

1. The Village at Monument HOA ("HOA") shall file tax returns for all future years.
2. The Board Members ("Board") of the HOA shall complete board training at www.sos.state.co.us/pubs/charities/boardtraining.html within 90 days of the date of this agreement. The HOA will require future Board members to complete the same training within 90 days of becoming a member of the Board.
3. Daryl Richmond and JoAnne Hilton-Gabeler shall complete a review of the books, finances and accounting of the HOA and shall report their findings and recommendation to the HOA in a written report. The HOA and all Defendants agree to provide copies of all financial documents related to the HOA in their possession or control to Mr. Richmond and Ms. Hilton-Gabeler.
4. All Board meetings will be recorded, and the recording be made available on the HOA website for six months after each meeting.
5. The Board shall comply with all applicable laws, all governing documents including Declaration of Covenants, Articles of Incorporation and Bylaws, Rules, Regulations, Policies and Procedures to the best of its ability and understanding.
6. The Board or its insurer shall pay Ms. Kronick \$5,000.00 for the costs and expenses incurred in pursuing the lawsuit against the HOA and Board. The Board or its insurer shall also pay the costs of the settlement conference.
7. The Board shall release a statement to the homeowners stating "The HOA and Ms. Kronick have resolved the lawsuit brought by Ms. Kronick against the HOA and Board members to the satisfaction of all parties. The HOA will move forward positively, governing the HOA with transparency, accountability, sound financial practices, respect and civility." No other statements regarding the lawsuit shall be made by the HOA, Board or Ms. Kronick.
8. Each party agrees that she, he or it will not disparage the other party.
9. Should Ms. Kronick have future complaints about the HOA and/or Board, she and the HOA and/or Board shall mediate any and all disputes. Only if the mediation is unsuccessful, may a lawsuit be filed.
10. Members of the HOA shall be allowed to see this settlement agreement.

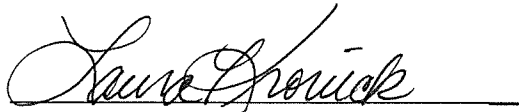
11. Should any party breach this Agreement, the non-breaching party shall be entitled to the costs and attorney fees incurred to enforce the Agreement.

This settlement shall resolve all claims, plead or un-plead, between all named and potential parties to the litigation arising from the Dispute or with regard to any other matters relating to the governance of the HOA that have transpired before the date of this Agreement. Plaintiff and Defendants release, indemnify and hold each other harmless for any and all claims because of the Dispute, except as set forth herein. 17CV0414, El Paso County District Court shall be dismissed. Nothing stated in this Agreement impacts the HOA's right to collect assessments in accordance with applicable governing documents.

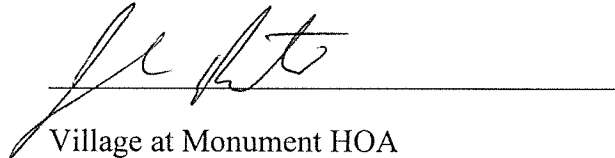
The parties shall cooperate in the execution of any documents necessary to accomplish the terms of settlement including a full and final release of all claims.

Attorneys acknowledge their authority to sign this settlement on behalf of their client.


The parties signing acknowledge the settlement is reached after full consultation with their counsel and acknowledge Judge Samelson has acted as facilitator and not as legal advocate or counsel for any party.



Laura Kronick



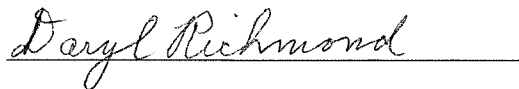
Village at Monument HOA



Joanna Anaradian



Vinay Bhumannavar



Daryl Richmond



Paul Baerman



Phil Savage



Colin C. Campbell,

Attorney for Defendants