

**PETER C. ERBLAND, ISBA #2456**  
**RIVERS EDGE MEDIATION CENTER**  
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*Mediator for the parties*

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF  
IDAHO, IN AND FOR THE COUNTY OF BONNER

STONERIDGE PROPERTY OWNERS  
ASSOCIATION, INC. AND GREENSIDE  
PLACE TOWNHOMES AT STONERIDGE  
ASSOCIATION INC.

Plaintiffs,

v.

CDS STONERIDGE ASSOCIATES - GOLF  
L.C. ESPRIT ENTERPRISES LLC, J.D.  
RESORT INC., K & E VISTA LLC, CDS  
STONERIDGE UTILITIES LLC, IRONWOOD  
AT STONERIDGE HOMEOWNERS'  
ASSOCIATION INC.

Defendants.

Case No. CV09-21-1056

MEDIATED SETTLEMENT  
AGREEMENT

#### RECITALS

1. The undersigned parties entered into mediation on the 10th day of February 2022 with PETER C. ERBLAND acting as mediator.
2. Plaintiffs were represented by Attorney Arthur M. Bistline.
3. Defendants (except for CDS Stoneridge Associates) were represented by Attorney John Magnuson.

4. The parties<sup>1</sup> have reached a full and final agreement, which will resolve all claims and causes of action at issue in this proceeding by and between all of the parties and do hereby agree as follows:
- A. Defendants to pay \$50,000 to plaintiffs upon completion of settlement documentation and dismissal of case. Defendants to pay an additional \$50,000 on June 30, 2022. Dues are current through first quarter of 2022.
  - B. Monthly sewer user rates shall be \$62 per month, commencing March 1, 2022. The rates may be increased annually by the utility provider at the rate of the then-existing consumer price index or 5 percent (5%), whichever is more. This formula for rate increases shall remain in effect for the years 2022, 2023, 2024 and 2025.
  - C. Defendant entities may propose amendments to the CC&Rs and other related agreements following the procedures required by those documents. Plaintiffs agree to take a neutral stance on the following proposals:
    - a. Allowing the owner of any unbuilt lot within PUD to not be charged SPOA dues while the property is unbuilt. Upon issuance of a certificate of occupancy, or the sale by Karupiah or his entities, whichever occurs first, the lot owner will be required to make a payment of \$1,000 as an equitable contribution and begin paying quarterly dues.
    - b. To allow for an additional two voting positions on the Stoneridge Property Owners Association for the golf course owner and the owner of the remaining unplatted property within the PUD and to have eight remaining board positions filled by a representative of each sub-HOA.
    - c. To confirm the rights of the developer to survive termination of the developer control provisions of the governing documents.
  - D. Upon signing the Release Agreement and payment of the amount set forth in this Agreement, any party may prepare and all parties shall sign a Stipulation for Dismissal, with prejudice, of all pending claims. The same to be filed with the court as well as providing to the Court an Order for Dismissal with Prejudice, each party to bear their own costs and attorneys' fees.
  - E. The parties shall each pay their 1/2 cost charged by the mediator for the services rendered.

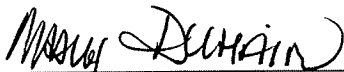
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<sup>1</sup> CDS Stoneridge Associates – Golf L.C. did not participate in this mediation and are not represented.


- F. The parties mutually agree and acknowledge that this settlement constitutes a full, final and complete release of any and all claims or causes of action of any kind, in this case.
- G. In any action to enforce the terms of this agreement, the prevailing party shall be entitled to reimbursement of costs and attorneys' fees incurred therein.
- H. Time is of the essence for this agreement.

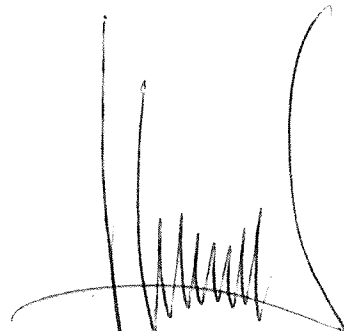
PARTIES:

  
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 Stoneridge Property Owners Association,  
 Inc., Plaintiff and Representative

  
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 Greenside Place Townhomes at Stoneridge  
 Association Inc., Plaintiff and  
 Representative

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 Arthur M. Bistline,  
 Attorney for Plaintiffs

MEDIATOR:  
  
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 Peter C. Erbland

  
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 Chan K. Karupiah, Defendant and  
 Representative of CDS Stoneridge  
 Associates – Golf L.C., Esprit Enterprises  
 LLC, J.D. Resort inc., K&E Vista LLC,  
 Ironwood at Stoneridge Homeowners'  
 Association Inc.

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 John Magnuson,  
 Attorney for Defendants

G. In any action to enforce the terms of this agreement, the prevailing party shall be entitled to reimbursement of costs and attorneys' fees incurred therein.

PARTIES:

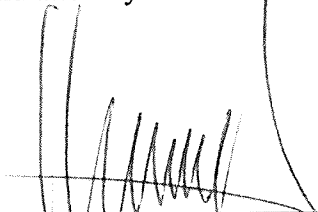
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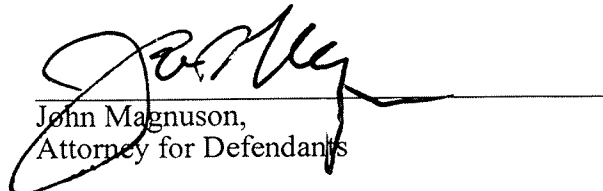
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Greenside Place Townhomes at Stoneridge  
Association Inc., Plaintiff and  
Representative

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Arthur M. Bistline,  
Attorney for Plaintiffs

MEDIATOR:

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Peter C. Erbland

  
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Chan K. Karupiah, Defendant and  
Representative of CDS Stoneridge  
Associates – Golf L.C., Esprit Enterprises  
LLC, J.D. Resort inc., K&E Vista LLC,  
Ironwood at Stoneridge Homeowners'  
Association Inc.

  
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John Magnuson,  
Attorney for Defendants