

**Villas at the Country Club**  
**Minutes of Meeting of the Management Committee**  
**Held at 6:00 pm, Monday, Dec 29, 2025**  
**Meeting to be held by Zoom**

1. **Welcome** **Gordon Smith, Vice-Chairman**
  
2. **Acknowledge committee members and property manager representatives in attendance and confirm that a quorum is present to transact the business of the HOA formally. Scott Houston (x2), Gordon Smith, Benjamin Young (x2), Charles Stewart, Gary Crosby, Alex Flint, David and Gladys Starling (x2), Ken and Sherry White, Larry Wilson, Tamara Dursteler, Gene Wickes, Mark Shill, Jearnlene Leishman. The following units submitted votes via proxy: Benjamin Wood, Robert McChesney, Vernon King, and Jason Kerr.**
  
3. **A summary of the lawsuit was presented by Axel Trombo.** **(Gordon)**
  - a. **Motion to approve the following motion:**  
**SETTLEMENT AGREEMENT**

This Settlement Agreement (hereinafter called the Agreement) is executed between (1) David W. Starling and Gladys T. Starling, individually and as Trustees of the David and Gladys Starling Family Trust dated November 7, 2017 (the Plaintiffs) and (2) Villas at the Country Club Owners Association (the HOA). All parties to this Agreement are at times individually referred to as a Party and collectively called the Parties.

Recitals

A. The Plaintiffs have asserted claims against the HOA in a lawsuit entitled DAVID W. STARLING and GLADYS T. STARLING, individually as Trustees of the DAVID AND GLADYS STARLING FAMILY TRUST, dated the 7th day of November, 2017, vs. VILLAS AT THE COUNTRY CLUB OWNERS ASSOCIATION, a Utah nonprofit corporation and condominium association, Case No. 240406077, in the Fourth Judicial District Court, Utah County, Utah (the Lawsuit).

B. Understanding that this Agreement is not an admission of liability or fault by any Party, the Parties desire to settle and compromise all claims related to, resulting from, or arising out of the Lawsuit or any claims asserted in the Lawsuit.

Terms and Conditions

The Parties acknowledge they have received good, valuable, and enough consideration. The parties agree as follows:

1. Releases

1.1. The Plaintiffs (i.e., David W. Starling and Gladys T. Starling, individually and as Trustees of the David and Gladys Starling Family Trust dated November 7, 2017) hereby irrevocably release, acquit, and forever discharge the HOA and its agents of and from any and all claims, demands, obligations, suits, judgments, executions, liabilities, actions, causes of action, rights, damages, costs, attorney fees, expenses, or consideration of whatever nature, based upon any legal, statutory, administrative, or equitable theory or avenue whatsoever, that each of the Plaintiffs now has, ever had, or may have or claim to have, whether known or unknown, ripe or inchoate, fixed or indeterminate, or that anyone claiming through or under any Plaintiff now has, ever had, or may have or claim to have against the HOA or its agents arising from or related to the Lawsuit or any claims asserted in the Lawsuit.

1.2. The HOA hereby irrevocably releases, acquits, and forever discharges the Plaintiffs and their agents of and from any and all claims, demands, obligations, suits, judgments, executions, liabilities, actions, causes of action, rights, damages, costs, attorney fees, expenses, or consideration of whatever nature, based upon any legal, statutory, administrative, or equitable theory or avenue whatsoever, that the HOA now has, ever had, or may have or claim to have, whether known or unknown, ripe or inchoate, fixed or indeterminate, or that anyone claiming through or under the HOA now has, ever had, or may have or claim to have against the Plaintiffs or their agents arising from or related to any claims asserted in the Lawsuit.

1.3. Those released in provisions 1.1 and 1.2 are referred to collectively as the Released Parties.

1.4. The Plaintiffs further agree that they release the HOA's insurer, CNA Insurance Company, relating to the claims released in provision 1.1.

## 2. Settlement Payment

2.1. In exchange for this Agreement, the Parties agree that the HOA must pay \$1,600 to the Plaintiffs. This payment is referred to in this Agreement as the Settlement Payment, and it reflects a compromise between the Parties regarding disputed funds; the HOA will return all rent that the Plaintiffs paid for the Tool Shop, but the HOA will retain all fines that the Plaintiffs paid related to one of their EV charging stations, resulting in a net Settlement Payment of \$1,600 to the Plaintiffs.

2.2. The HOA's obligation to pay the Settlement Payment will be fully discharged by remitting payment, within thirty days of execution of the Agreement, to counsel of record for the Plaintiffs in the Lawsuit. The check will be made payable to Morris DeVoe in trust for David W. Starling and Gladys T. Starling.

## 3. Electric Vehicle Station

3.1. In exchange for this Agreement, the Parties agree that they must each perform the obligations described in this provision 3 to accomplish resolution of the dispute

between the Parties regarding the EV Charger at the parking space described as P-16 in “The Villas at the Country Club Parking & Storage Plan” drafted by Northern Engineering Inc. (Attached as Exhibit A to this Agreement.)

3.2. The Plaintiffs must submit to the City of Provo a permit application for an EV Charger at P-16. The application must include “a line diagram of the existing approved system, a revised diagram illustrating the revised installation with the second charger, and a load calculation analysis,” and include all work estimates and invoices, as Chief Building Official Doug Fallon recommended in his June 3, 2025, letter. (Attached as Exhibit B to this Agreement.)

3.3. The Plaintiffs must cooperate with the City of Provo and obtain a “passed” final inspection within 45 days of execution of this Agreement. This includes having a licensed electrician make any changes required by the city.

3.4. The Plaintiffs must provide the HOA Board with a copy of their application materials and any recommendations from the city, and they must obtain the HOA Board’s permission for any installations or modifications that affect the HOA’s common area. The HOA’s permission for installations or modifications that affect the HOA’s common area must not be unreasonably withheld.

3.5. None of the Plaintiffs’ EV Chargers may be connected to the House Panel but must instead be connected to their own Unit Panel.

3.6. Upon completion of provisions 3.1 through 3.5, the installation of the charging systems reflected in and covered under the application materials and final inspection report will be automatically deemed unconditionally approved by the HOA. Nevertheless, nothing in this Agreement may be construed as releasing the Plaintiffs from their obligations to pay the costs associated with installation, metering, and use of the charging system. See Utah Code § 57-8-8.2(3)(f). Furthermore, Utah Code § 57-8-8.2(4)–(5) fully applies without modification by this Agreement.

#### 4. Plaintiffs’ Storage and Parking Spaces

4.1. In exchange for this Agreement, the Parties agree to the terms described in this provision 4 regarding the storage and parking spaces that the HOA has currently assigned to the units at Villas at the Country Club owned by the Plaintiffs.

4.2. The HOA must treat the Plaintiffs’ storage and parking spaces as “limited common areas” as defined in the Utah Condominium Ownership Act. The HOA must treat the Plaintiffs’ storage and parking spaces as the limited common areas of the units to which they are assigned as of the date of this Agreement. If the HOA amends the CC&Rs to declare the parking and storage areas to be limited common areas, then this provision 4 will be deemed discharged and the CC&Rs will govern.

#### 5. The Tool Shop

5.1. In exchange for this Agreement, the Parties agree to the terms described in this provision 5 regarding the Tool Shop for which the HOA has previously charged rent to the Plaintiffs, and which is described as C-19 in "The Villas at the Country Club Parking & Storage Plan," attached as Exhibit A to this Agreement.

5.2. The HOA must treat C-19 as a limited-common-area storage space designated to unit S-306. If the HOA amends the CC&Rs to declare C-19 to be a limited-common-area storage space designated to unit S-306, then this provision 5 will be deemed discharged and the CC&Rs will govern.

#### 6. Parties Bear Their Own Fees and Costs

The Parties acknowledge and agree that no Party will pay the other Party's costs, expenses, and fees related to the Lawsuit or any other matters addressed in this Agreement, including any attorney fees and costs. No Party will seek any award of these costs, expenses, and fees from a Released Party.

#### 7. Dismissal of Litigation

After completion of the obligations in provisions 2 and 3, and in exchange for this Agreement, the Parties must cooperate and take whatever actions are necessary to have the court in the Lawsuit enter an order dismissing the Plaintiffs' claims in their entirety forever, by dismissing the claims with prejudice.

#### 8. No Admission of Liability

The Parties acknowledge that this Agreement and the Release were agreed upon as a compromise and are not, and may not be construed as, an admission of liability by any of the Parties or their agents. The Agreement and the Release are not to be construed as an admission that any of the Parties or their agents engaged in any wrongful, tortious, or unlawful activity, or that they caused damages.

#### 9. Warranty of Capacity

The Plaintiffs represent and warrant that they have not sold, assigned, transferred, conveyed, or otherwise disposed of the claims, demands, obligations, or causes of action referred to in this Agreement.

#### 10. Representation of Comprehension of the Agreement

10.1. In entering this Agreement, the Parties represent that they relied upon the advice of their attorneys, who are the attorneys of their own choice, concerning the legal consequences of this Agreement. The Parties represent that they enter this Agreement voluntarily and not under duress.

10.2. The Parties represent that the terms of this Agreement are fully understood and voluntarily accepted by the Parties.

#### 11. New, Different, or Unknown Matters

This Agreement is, and will remain, in effect despite any new or additional fact, or any fact different from that which any party now knows or believes to be true.

## 12. Liens and Indemnity

12.1. The Plaintiffs agree that they are solely responsible for payment of all liens incurred by them related to the Lawsuit or any claims in the Lawsuit, including, but not limited to, attorney liens.

12.2. The Plaintiffs agree to indemnify, defend, and hold harmless the HOA and its agents for all demands, claims, causes of action, and actions at law, arbitration, in equity, or by arbitrations, made by the Plaintiffs or their agents, or by someone who claims a lien right, either statutory or common law, or subrogation right, to the Settlement Payment.

## 13. Entire Agreement and Successors in Interest

13.1. The recitals at the beginning of this Agreement and Exhibits A–B are incorporated by reference and made part of this Agreement. This Agreement contains the entire agreement between the Parties regarding the matters set forth in it and is binding upon them and their executors, administrators, personal representatives, heirs, successors, and assigns.

13.2. Each Party acknowledges and agrees that the other Party has made no representations or warranties, express or implied, regarding the tax consequences of this Agreement.

## 14. Effectiveness

This Agreement and the Release will become effective immediately following full execution by all the Parties.

## 15. Interpretation

15.1. Should any court declare or determine that any provision of this Agreement is illegal or invalid, the validity of the remaining parts, terms, or provisions will not be affected thereby, and said illegal or invalid part, term, or provision will be deemed not to be a part of this Agreement.

15.2. The headings within this Agreement are purely for convenience and are not to be used as an aid in interpretation.

15.3. This Agreement shall not be construed against any party as the author or drafter of the Agreement.

## 16. Choice of Law

This Agreement is governed by, and will be construed in accordance with, the laws of the State of Utah, including its statutes of limitations, without giving effect to the conflict-of-law's provisions thereof to the extent such principles or rules would require or permit the application of laws or any jurisdiction other than those of the State of Utah.

17. Attorney Fees and Costs

In the event of future litigation regarding enforcement of this Agreement, the prevailing party will be entitled to recover its reasonable attorney fees and other costs incurred in enforcement of this Agreement.

18. Counterparts

This Agreement may be executed by the Parties in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

19. Authority to Execute

By signing below, each Party warrants and represents that (1) the person signing this Agreement on its behalf has authority to bind that Party and (2) the Party's execution of this Agreement is not in violation of any by-law, covenant, or other restriction placed upon it.

\*\*\* Read the foregoing document carefully. It includes a release of known and unknown claims. \*\*\*

Intending to be legally bound, each of the Parties hereto has caused this Agreement to be executed as of the date(s) set forth below.

DATED this \_\_\_\_\_ day of December 2025.

\_\_\_\_\_  
David W. Starling, individually and as Trustee of the  
David and Gladys Starling Family Trust dated November 7, 2017

DATED this \_\_\_\_\_ day of December 2025.

\_\_\_\_\_  
Gladys T. Starling, individually and as Trustee of the  
David and Gladys Starling Family Trust dated November 7, 2017

DATED this \_\_\_\_\_ day of December 2025.

\_\_\_\_\_  
Villas at the Country Club Owners Association,  
signed by its President.

**Results of the Vote:**  
**19 in favor; 1 against.**  
**Motion Approved.**

**4. Adjourn**