

1 **BEFORE THE COMMISSION FOR COMMON-INTEREST**  
2 **COMMUNITIES AND CONDOMINIUM HOTELS**

3 **STATE OF NEVADA**

4 SHARATH CHANDRA, Administrator,  
5 REAL ESTATE DIVISION, DEPARTMENT  
6 OF BUSINESS AND INDUSTRY,  
7 STATE OF NEVADA,

8 Petitioner,

9 vs.

10 SANTA ROSA HOMEOWNERS  
11 ASSOCIATION,  
12 (Entity Number C12583-2002)

13 Respondent.

Case No. 2023-791

14 **STIPULATION AND ORDER FOR SETTLEMENT OF DISCIPLINARY ACTION**

15 This Stipulation for Settlement of Disciplinary Action (“Stipulation”) is entered into by and  
16 between the State of Nevada, Department of Business and Industry, Real Estate Division (“Division”),  
17 through its Administrator Sharath Chandra (“Petitioner”), by and through their attorney of record,  
18 Christal Park Keegan, and SANTA ROSA HOMEOWNERS ASSOCIATION, (the “RESPONDENT”).

19 **JURISDICTION AND NOTICE**

20 During all relevant times, RESPONDENT is a common-interest community located in North Las  
21 Vegas, Nevada (Entity Number C12583-2002) and is, therefore, subject to the provisions of Chapter 116  
22 of each the Nevada Revised Statutes (“NRS”) and the Nevada Administrative Code (“NAC”) (hereinafter  
23 collectively referred to as “NRS 116”) and are subject to the jurisdiction of the Division, and the  
24 Commission for Common-Interest Communities pursuant to the provisions of NRS 116.750.

25 **SUMMARY OF FACTUAL ALLEGATIONS SET FORTH IN THE COMPLAINT**

26 1. At all times relevant to the Complaint, the RESPONDENT’S executive board failed to  
27 have a third member. *CICC 009*.

28 2. Therefore, on or about September 22, 2023, the Division opened an investigation against  
the RESPONDENT’S Executive Board. *CICC 002*.

...



1 the Division's costs and attorney's fees, which are actual, reasonable and necessary, to be paid within 30  
2 days of entry of order.

3 3. RESPONDENT and the Division agree that by entering into this Stipulation, the Division  
4 does not concede any defense or mitigation, the RESPONDENT may assert and that once this Stipulation  
5 is approved and fully performed, the Division will close its file in this matter.

6 4. RESPONDENT agrees and understands that by entering into this Stipulation  
7 RESPONDENT is waiving its right to a hearing at which it may present evidence in its defense, its right  
8 to a written decision on the merits of the complaint, its rights to reconsideration and/or rehearing, appeal  
9 and/or judicial review, and all other rights which may be accorded by the Nevada Administrative  
10 Procedure Act, the Nevada Common-Interest Communities and Condominium Hotels statutes and  
11 accompanying regulations, and the federal and state Constitutions. The RESPONDENT understands that  
12 this Agreement and other documentation may be subject to public records laws. The Commission  
13 members who review this matter for approval of this Stipulation may be the same members who  
14 ultimately hear, consider, and decide the Complaint if this Stipulation is either not approved by the  
15 Commission or is not timely performed by the RESPONDENT. The RESPONDENT fully understands  
16 that you have the right to be represented by legal counsel in this matter at your own expense.

17 5. The parties hereby stipulate to the Division's exhibits, Bates Nos. *CICC 001-CICC 038*.

18 6. Each party shall bear their own attorney's fees and costs.

19 7. Approval of Stipulation. Once executed, this Stipulation will be filed with the  
20 Commission and will be placed on the agenda for approval at its next public meeting. The Division will  
21 recommend to the Commission approval of the Stipulation. RESPONDENT agrees that the Commission  
22 may approve, reject, or suggest amendments to this Stipulation that must be accepted or rejected by  
23 RESPONDENT before any amendment is effective.

24 8. Withdrawal of Stipulation. If the Commission rejects this Stipulation or suggests  
25 amendments unacceptable to the RESPONDENT, RESPONDENT may withdraw from this Stipulation,  
26 and the Division may pursue its Complaint before the Commission. This Stipulation then shall become  
27 null and void and unenforceable in any manner against either party.

28 ...

1           9.     Release. In consideration of the execution of this Stipulation, Association and  
2 RESPONDENT for itself/themselves, its/their heirs, executors, administrators, successors, and assigns,  
3 hereby releases, remises, and forever discharges the State of Nevada, the Department of Business and  
4 Industry, and the Division, and each of their respective members, agents, employees, and counsel in their  
5 individual and representative capacities, from any and all manner of actions, causes of action, suits, debts,  
6 judgments, executions, claims, and demands whatsoever, known and unknown, in law or equity, that  
7 RESPONDENT ever had, now has, may have, or claim to have against any or all of the persons or entities  
8 named in this section, arising out of or by reason of the Division's investigation of this action, this  
9 disciplinary action, and all matters related thereto.

10           10.    Indemnification. RESPONDENT hereby agrees to indemnify and hold harmless the State  
11 of Nevada, the Department of Business and Industry, Petitioner, the Division, and each of their respective  
12 members, agents, employees, and counsel, in their individual and representative capacities, against any  
13 and all claims, suits, and actions brought against said persons and/or entities by reason of the Division's  
14 investigation, this disciplinary action, and all other matters relating thereto, and against any and all  
15 expenses, damages, and costs, including court costs and attorney fees, which may be sustained by the  
16 persons and/or entities named in this section as a result of said claims, suits, and actions.

17           11.    Default. In the event of default, RESPONDENT agrees that the RESPONDENT'S  
18 Association license shall be immediately suspended, and the unpaid balance of the administrative fine  
19 and costs, together with any attorney's fees and costs that may have been assessed, shall be due in full to  
20 the Division within ten calendar days of the date of default. Debt collection actions for unpaid monetary  
21 assessments in this case may be instituted by the Division or its assignee. RESPONDENT agrees that  
22 the foregoing suspension of its Association license shall continue until the unpaid monetary assessments  
23 are paid in full.

24 ...

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26 ...

27 ...

28 ...

1 12. RESPONDENT'S board members have signed and dated this Stipulation only after  
2 reading and understanding all terms herein.

3 DATED: February 20, 2024

NEVADA DEPARTMENT OF BUSINESS AND  
INDUSTRY, REAL ESTATE DIVISION

4  
5 By:   
6 SHARATH CHANDRA  
Administrator

7 DATED: February 16/02, 2024

SANTA ROSA HOMEOWNERS ASSOCIATION

8  
9 By: Gary Maroney  
GARY MARONEY  
President

10  
11 DATED: February 15/02, 2024

SANTA ROSA HOMEOWNERS ASSOCIATION

12  
13 By: Paul Wilson  
PAUL WILSON  
Treasurer

14  
15 DATED: February 08/02, 2024

SANTA ROSA HOMEOWNERS ASSOCIATION

16  
17 By: Ken Jimison  
KEN JIMISON  
Secretary

18  
19 Approved as to form:

20 AARON D. FORD  
Attorney General

21  
22 By:   
23 CHRISTAL P. KEEGAN (Bar No. 12725)  
24 Deputy Attorney General  
25 5420 Kietzke Lane, #202  
Reno, Nevada 89511  
(775) 687-2141  
ckeegan@ag.nv.gov

26 *Attorney for Real Estate Division*



**Signature:** Gary Maroney  
Gary Maroney (Feb 16, 2024 12:49 PST)  
**Email:** garymaroney05@gmail.com

**Signature:** Paul Wilson  
Paul Wilson (Feb 15, 2024 00:13 PST)  
**Email:** wpwilson@live.com

**Signature:** AK  
Ken Jimison (Feb 8, 2024 06:28 PST)  
**Email:** woohooo222@gmail.com











# StipandOrderSettlement\_SantaRosa\_2023-791\_v1

Final Audit Report


2024-02-16


Created:	2024-02-07
By:	Amanda Flores (aflores@nevcm.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAApcprzfPk0D1dReCNEFJsllYgzmWgF7j4


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-  Document created by Amanda Flores (aflores@nevcm.com)  
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-  Document emailed to Gary Maroney (garymaroney05@gmail.com) for signature  
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-  Document emailed to Paul Wilson (wpwilson@live.com) for signature  
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-  Email viewed by Ken Jimison (woohooo222@gmail.com)  
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-  Document e-signed by Ken Jimison (woohooo222@gmail.com)  
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 Signer Paul Wilson (wpwilson@live.com) entered name at signing as Paul Wilson  
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Signature Date: 2024-02-15 - 8:13:00 AM GMT - Time Source: server

 Document e-signed by Gary Maroney (garymaroney05@gmail.com)  
Signature Date: 2024-02-16 - 8:49:52 PM GMT - Time Source: server

 Agreement completed.  
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