

CINNAMON VILLAGE HOMEOWNER'S ASSOCIATION, INC.

DISPUTE RESOLUTION POLICY

PURPOSE: To provide a more efficient means of resolving disputes or claims involving the Association and to reduce the costs and fees associated with dispute resolution.

AUTHORITY: The following procedures have been adopted pursuant to the provisions of C.R.S. 38-33.3-209.5

EFFECTIVE DATE: _____, 2017

RESOLUTION: The Association hereby adopts the following Dispute Resolution Policy:

1. Dispute Resolution Procedures. Except as provided herein, the following procedures will be followed in all disputes or claims involving the Association and/or the Association's governing documents.
 - (a) Prior to proceeding with any claim, the party asserting the claim ("Claimant") shall give written notice of such claim to all opposing parties ("Respondent"), which notice shall state plainly and concisely:
 - i. The nature of the claim, including all persons involved;
 - ii. The legal or contractual basis of the claim; and
 - iii. The specific relief and/or proposed remedy sought.
 - (b) After Respondent receives the notice of claim, the parties shall make every reasonable effort to meet in person and confer for the purpose of resolving the claim by good faith negotiation. Any party may be represented by attorneys and independent consultants to assist in the negotiations and to attend meetings.
 - (c) If the parties do not resolve the claim through negotiations within thirty (30) days after submission of the claim to Respondent, Claimant shall have an additional thirty (3) days to submit the claim for mediation. In the event the parties are unable to agree on a mediator, a mediator shall be appointed upon application of either party to the District Court of Denver County. In such event, the claim shall be deemed to be submitted upon filing the petition for appointment of the mediation.
 - (d) If Claimant fails to submit the claim to mediation within such time, or fails to appear at the mediation, Claimant shall be deemed to have waived the claim, and Respondent shall be released and discharged from any and all liability to Claimant on account of such claim.
 - (e) Notwithstanding the above, Claimant shall not be required to submit a claim for mediation if Respondent fails to respond to Claimant's claim, either verbally or in writing, or if all the parties agree in writing to waive the mediation.

- (f) Any settlement of the claim through mediation shall be documented in writing by the mediator and signed by the parties. If a termination of the mediation occurs, the mediator shall issue a written statement advising that the parties are at an impasse.
 - (g) Unless otherwise agreed, each party shall bear its own costs of the mediation, including attorney's fees, and each party shall share equally all charges of the mediator.
 - (h) Upon termination of mediation if a resolution is reached, if Claimant desires to pursue the claim, Claimant shall thereafter be entitled to submit the Claim for binding arbitration under the terms of the American Arbitration Association. Unless otherwise mutually agreed to by the parties, there shall be one arbitrator who, to the extent feasible, shall have expertise in the area(s) of dispute, which may include legal expertise if legal issues are involved.
 - (i) Each party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration. Notwithstanding the foregoing, if a party unsuccessfully contests the validity or scope of arbitration in a court of law, the arbitrator or the court shall award reasonable attorneys' fees and expenses incurred in defending such contests, including those incurred in trial or on appeal, to the non-contesting party.
 - (j) The award of the arbitrator shall be accompanied by detailed written findings of fact and conclusions of law. Except as may be required by law or for confirmation of an award, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration without the prior written consent of all parties to the Claim.
2. Exclusions. Unless all parties thereto otherwise agree, the following disputes or claims shall not be subject to the provisions of this Policy:
- (a) An action by the Association relating to the collection or enforcement of the obligation to pay assessments or other charges set forth in the Association's Articles of Incorporation, Declaration, Bylaws, or rules and regulations.
 - (b) An action by the Association to enforce any of the provisions set forth in the Association's Articles of Incorporation, Declaration, Bylaws, or rules and regulations.
 - (c) An action by the Association to obtain a temporary restraining order or preliminary or permanent injunction (or equivalent emergency equitable relief) and such other ancillary relief as the court may deem necessary in order to enjoin any immediate threat to persons or property.
 - (d) Any action between or among unit owners which does not include the Association as a party, if such action asserts a claim which would constitute a claim for relief independent of the Association's governing documents.
 - (e) Any action in which any indispensable party is not the Association or its officers, directors, or committee members or a person subject to the Association's governing documents, or their officers, directors, partners, members, employees and agents.
 - (f) Any action to enforce a settlement agreement made under the provisions of the Policy.

3. Judicial Enforcement. If the parties agree to a resolution of any claim through negotiation, mediation, or arbitration in accordance with this Policy, and any party thereafter fails to abide by the terms of such agreement, then any other party may file its action in court to enforce such agreement without the need to again comply with the procedures set forth in this Policy. In such event, the party taking action to enforce the agreement shall be entitled to recover from the non-complying party (or if more than one non-complying party, from all such parties as the court may determine) all costs incurred in enforcing such agreement, including without limitation, reasonable attorney fees and court costs.
4. Statute of Limitations. No claim may be initiated after the date when institution of legal or equitable proceeds based on such claim would be barred by the applicable statute of limitation or statute of repose.
5. Interaction With Enforcement Policy. It is not the intent of this Policy to supersede any of the provisions of the Association's Enforcement Policy. Nor is the intent of this Policy to require the Association to follow the procedures set forth herein before having the ability to bring enforcement action or impose fines or other sanctions under the Enforcement Policy.
6. Supplement to Law. The provisions of this Policy shall be in addition to and in supplement of the terms and provisions of the Declaration and Colorado law.
7. Amendment. This Policy may be amended from time to time by the Board of Directors.
8. Definitions. Unless otherwise defined in this Policy, capitalized terms defined in the Declaration shall have the same meaning herein.

**PRESIDENT'S
CERTIFICATION:**

The undersigned, being President of the Cinnamon Village Homeowner's Association Inc., certifies that the foregoing Dispute Resolution Policy was adopted by the Board of Directors of the Association at a duly called and held meeting of the Board on _____, 2017, and in witness thereof the undersigned has subscribed his/her name.

**CINNAMON VILLAGE
HOMEOWNER'S ASSOCIATION, INC.**

By: _____
President