

**DISPUTE RESOLUTIONS**  
**POLICY #8**

Pursuant to C.R.S. § 13-22-301 and the Bylaws and Declaration of Covenants, Conditions and Restrictions ("Declaration") for Columbine East Subdivision, the following procedures have been adopted by the Columbine East Homeowners Association, Inc. ("Association").

**SCOPE:** The Association shall adopt a policy setting forth procedures for the resolution of disputes between the Association and Members.

**NOW THEREFORE, LET IT BE RESOLVED** that the Association does hereby adopt the following policy governing the resolution of disputes between Association and an Owner:

1. General Policy. In the event of any dispute between the Association and an Owner, the parties are encouraged to undertake alternative dispute resolution procedures under the Colorado Dispute Resolution Act, C.R.S. § 13-22-301 et. seq. The Association and the Owner shall agree to resolve the dispute using the procedures set forth below prior to filing suit in any court or initiation proceedings before any administrative tribunal.
  
2. Procedures: All claims shall be resolved using the following procedures in lieu of litigation:
  - a. Notice. The Party having a claim ("Claimant") against the other Party ("Respondent") shall notify each Respondent in writing of the Claim ("Notice") stating:
    - i. Nature of the Claim, including the time, date, location and persons involved and Respondent's role in the Claim;
    - ii. The basis of the Claim (i.e. the provisions of this Declaration, Bylaws, Articles, Rules and Regulations or other authority out of which the Claim arises);
    - iii. The result Claimant is seeking in resolution of the Claim;
    - iv. That the Claimant wishes to resolve the Claim by mutual agreement with the Respondent and is willing to meet in person at a mutually agreeable time and place to discuss in good faith ways to resolve the Claim.
  - b. Negotiation. The Parties shall make every reasonable effort to meet in person to resolve the Claim by good faith negotiations.
  - c. Mediation.
    - i. If the Parties do not resolve the Claim through negotiations within 30 days of the date of the Notice (or within such other period as may be agreed upon by the Parties) ("Termination of Negotiations") Claimant shall have 30 additional days to submit the Claim to mediation by an independent mediation service agreed upon by both Parties.
    - ii. If Claimant does not submit the Claim to mediation within 30 days after Termination of Negotiations, 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 the Claim.
    - iii. If the Parties do not settle the Claim within 45 days after submission of the matter to the mediation process or within such time as determined reasonable or appropriate by the mediator, the mediator shall issue a notice of termination of the mediation proceedings ("Termination of Mediation"). The Termination of Mediation notice shall set forth when and where the parties met, that the parties are at an impasse and the date that mediation was terminated.
  - d. Arbitration.
    - i. If the Parties do not resolve the Claim through negotiation or mediation, within 30 days of the Termination of Mediation, the Claimant shall have an additional 15 days to submit the Claim to arbitration in accordance with the appropriate rules of the American Arbitration Association, or the Claim shall be deemed abandoned and the Respondent shall be released and discharged from any and all liability to Claimant arising out of the Claim. However, nothing herein shall release or discharge the Respondent from any liability to anyone not a party to the proceedings.
    - ii. This Policy is an agreement of the Association and Owners to arbitrate all Claims and is specifically enforceable under the applicable arbitration law of the State of Colorado. If specifically agreed to by both Parties to the arbitration, the arbitration shall be final and binding and judgment may

be entered upon it in any court of competent jurisdiction to the fullest extent permitted under the laws of the State of Colorado.

3. Costs. If the Claim is resolved through negotiation or mediation as provided above, each Party shall bear all of its own costs incurred in resolving the Claim, including its attorney fees and mediation expenses, unless the parties otherwise agree. If the Claim is not resolved through negotiation or mediation as provided above and the Claim goes to arbitration, the prevailing party shall receive as a part of its award from the opposing Party all of its costs, including attorney fees, cost for other representatives in resolving such Claim and any expenses incurred as a result of the dispute resolution procedures of this Policy.
4. Failure to Comply with Settlement. If the Parties resolve any Claim through negotiation, mediation or arbitration as set forth above and the other Party fails to abide by the terms of such agreement or award, then the other Party may file suit or initiate administrative proceedings to enforce such agreement or award without need to comply with the provisions of this Policy. In such event, the party taking action to enforce the agreement or award shall be entitled to recover from the non-complying Party all cost incurred in enforcing such agreement or award, including without limitation, attorney fees and costs.
5. Supplement to Law. The provisions of this Policy shall be in addition to and in supplement of the terms and provision of the Declaration and the law of the State of Colorado governing the community.
6. Deviations. The Board may deviate from the procedures set forth in this Policy if in its sole discretion such deviation is reasonable under the circumstances.
7. Amendments. This Policy may be amended at any time by the Board of Directors.

The undersigned hereby certify that the foregoing resolution (Policy #8) was adopted and made a part of the minutes of the regular meeting of the Board of Directors of the Association conducted on the 23rd day of June, 2022.

Columbine East Homeowners Association, Inc.

By: Bill Maddy 6/24/2022  
President

Attest: Sandy Manzanares 6/24/2022  
Secretary