

## **POLICY FOR ALTERNATIVE DISPUTE RESOLUTION**

**This Policy supersedes and replaces all prior dispute resolution policies.**

**Purpose:** The following policy was adopted by the Board of Directors of The Enclave at Meadow Hills Homeowners Association, Inc. ("the Association") pursuant to Colorado law at a regular meeting of the Board.

**Authority:** The Declaration of Covenants, Conditions and Restrictions of The Enclave at Meadow Hills recorded on June 15, 1993 at Reception #9300074460 ("Declaration"), the Bylaws of the Association, §38-33-101, C.R.S., the Colorado Common Interest Ownership Act ("CCIOA"), §38-33.3-123 and §38-33.3-209.5, C.R.S., and other applicable Colorado and Federal laws.

**Effective Date:** November 4, 2020

**Resolution:** The Association hereby adopts the following policy:

1. The Association recognizes the value in resolving disputes between the Association, property managers, and unit owners without resort to costly, time-consuming litigation.

2. The Association, therefore, encourages parties to voluntarily mediate disputes prior to engaging in litigation.

3. If the parties agree to mediate any dispute, the parties must agree on the identity of the mediator and location for the mediation.

4. The parties may, but need not, be represented by counsel at mediation.

5. Unless agreed to by both (or all) parties, the costs of the mediation charged by the mediator shall be borne equally by the parties.

6. All parties shall bear the costs of their own attorney fees and costs in the mediation if the matter is resolved unless the settlement agreement provides otherwise. If the matter is not resolved at mediation, the parties may include the costs and attorney fees incurred in the mediation in any subsequent litigation as a request for fees and costs pursuant to CCIOA §38-33.3-123, C.R.S. and/or C.R.C.P. 121, §1-22, C.R.S.

7. If mediation takes place and an agreement is reached, the parties may reduce their agreement to a Stipulation which may be submitted to the Court with a request to enter it as an Order of the Court. If either party violates the Stipulation, the other party may thereafter apply to the Court for relief.

### **Exclusions from Policy**

1. This Policy does NOT apply to the Association's actions for collection of common expense assessments (including long-term reserves) and special assessments pursuant to the Declaration, §38-33.3-316, C.R.S., and the Association's Collection Policies and procedures.

2. This Policy does NOT apply to the Association's enforcement of the Declaration's covenants, pursuant to the Declaration, the Association's Covenant Enforcement Policy, or § 38-33.3-316, C.R.S.

### **Definitions**

Unless otherwise defined in this Resolution, initially capitalized or terms defined in the Declaration shall have the same meaning herein.

### **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 the law of the State of Colorado.

### **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.

### **Amendment**

This Policy may be amended from time to time by the Board of Directors.

### **Severability**

Invalidation of one of the foregoing provisions by court order or judgment shall have no effect on the remaining provisions which shall remain in full force and effect.

**CERTIFICATION:**

The undersigned, being the President of the Board of Directors of The Enclave at Meadow Hills Homeowners Association, Inc., a Colorado nonprofit corporation, certifies that this Policy was adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors of the Association on November 4, 2020 and in witness thereof, the undersigned has subscribed his/her name.

**THE ENCLAVE AT MEADOW HILLS  
HOMEOWNERS ASSOCIATION, INC.,**  
a Colorado non-profit corporation

By:  \_\_\_\_\_