

PINE CREEK VILLAGE ASSOCIATION, INC.  
Policy Regarding Alternative Dispute Resolution

The following policy regarding alternative dispute resolution was adopted by the Board of Directors of the Pine Creek Village Association, Inc., ("Association") pursuant to C.R.S. 38-33.3-124, at a regular meeting of the Board of Directors.

**Effective Date:** January 1, 2007.

NOW, THEREFORE, it is resolved that the Association does adopt the following policy regarding the resolution of certain disputes:

1. The Board, pursuant to C.R.S. 38-33.3-124 desires to encourage the use of certain types of alternative dispute resolution ("ADR") to resolve certain claims between Owners and the Association.
2. The Board has determined that mediation can be an effective method of resolving certain disputes if both parties to the dispute genuinely desire to mediate the dispute. Consequently, the term "ADR" as used in this policy shall apply only to mediation. Furthermore, compliance with this policy is purely voluntary but encouraged nonetheless.
3. This ADR policy shall be inapplicable to actions by the Association against an Owner to collect assessments or other sums due to the Association, including foreclosure proceedings.
4. If an Owner or the Association desires that a matter between the two, other than those excepted by paragraph 3 above, be submitted to mediation, the moving party shall submit a written request for mediation. The other party shall respond in writing within thirty (30) days of receipt of the request for mediation as to whether the responding party is willing to participate in mediation. Should the parties agree to mediate, the parties shall work cooperatively to select a mutually-acceptable mediator and shall endeavor to mediate the dispute in a good faith manner.
5. Any agreement reached through mediation shall be documented in a signed writing. Unless the parties agree to the contrary, the cost of the mediation shall be divided equally between the Owner and the Association. If the dispute is resolved through mediation, the parties' respective attorneys' fees shall be paid as set forth in the written agreement.
6. If the parties resolve any dispute through mediation, and the other party fails to abide by the terms of the written agreement pertaining to such resolution, then the other party may file suit to enforce such agreement immediately. In such event, the party taking action to enforce the agreement shall be entitled to recover from the non-complying party all costs incurred in enforcing such agreement, including without limitation, attorney fees and costs.

7. If mediation is to be pursued, the Association may request an agreement with the Owner be executed prior to the commencement of the mediation, which tolls any applicable statute of limitations while the parties are attempting to resolve the dispute through ADR.
8. The parties may be, but do not need to be, represented by counsel at the mediation proceedings.
9. Compliance with this ADR policy shall not be a pre-requisite to seeking redress through litigation; either party can request mediation in accordance with this policy before or after a suit is filed. This policy is not intended to pertain to disputes between two or more Owners.
10. This policy may be amended from time to time by the Board of Directors.

The undersigned hereby certifies that the foregoing resolution was adopted and made a part of the minutes of the meeting of the Board of Directors of the Association conducted on the 25<sup>th</sup> day of JANUARY, 2007.

Pine Creek Village Association, Inc.

By: Steve K. Woodard PRESIDENT  
Title