

**RESOLUTION
OF THE
VILLAGES AT COTTON RANCH HOMEOWNER'S ASSOCIATION, INC
(herein the Association)**

SUBJECT:	Adoption of a Policy and Procedure regarding the Resolution of Disputes (herein Disputes).
PURPOSE:	To provide notice of the Association's adoption of a uniform and systematic procedures for Disputes.
AUTHORITY:	The Declaration, Articles, and Bylaws of the Association and Colorado Law.
EFFECTIVE DATE:	
RESOLUTION:	The Association Board of Directors (herein Board) here by adopts the following policy and procedures

The publication of this Resolution on the Association website and an informational letter to all owners shall be considered as notice to owners. Unless otherwise defined in this Resolution, initially capitalized or terms defined in the Declaration shall have the same meaning. The term Board shall be synonymous with Executive Board and the term Declaration is synonymous with Covenants, Conditions and Restrictions. This Policy and Procedure may be amended by the Board. The Board reserves the right to deviate from these procedures if in its sole discretion such deviation is reasonable under specific, documented, and unique circumstances.

Intent to Avoid Litigation: The Association encourages the amicable resolution of disputes without the financial and emotional cost of litigation. Accordingly all Owners, Board Members and others subject to the Declaration (herein Parties) agree to use the procedures set forth to resolve claims, grievances or disputes (herein Claims), before filing liens or suits in court.

Exception: Claims involving non-payment of Association assessments, dues, fees or fines shall not be subject to mediation or arbitration and are controlled by the Collections policy and procedures.

Claims: All claims against the Association and between Parties shall use in person discussion in attempt to resolve claims. Claimant shall have 30 days from written or verbal notification to the Board or a Board member, to present their Claim to the Board. If in person discussions do not resolve the Claim then, Parties agree that the services of an independent, reputable and knowledgeable mediation service shall be used. Parties shall have 30 days to schedule and attend a mediation hearing. The mediation shall be located within Eagle County, Colorado. The Association and Claimant shall equally share the cost of the mediation service.

If parties do not agree to a mediated agreement within 10 days of mediation meeting, then the Claim shall be submitted to Binding Arbitration (herein Arbitration). Parties must agree to accept and abide by the Arbitrators decision, and may NOT file a cause for action in court, nor appeal the Arbitrators decision. The Arbitrator may award arbitration expenses in proportion to the Arbitrators decision.

All claims for damages, alleged or awarded shall be limited to actual damages. No punitive, incidental, consequential or other damages shall be claimed or awarded.

The Association may seek further action to collect money from the claimant, based on the Arbitrators' decision.

Claims between the Association and non-bound parties may elect to use mediation or arbitration, before filings in court.

Deviation: The Board may deviate from this policy if in its sole discretion, based on specific, unique and documented circumstances.

Certification: The undersigned being the President of the Association certifies that the foregoing Resolution was adopted by the Board on March 10, 2020.

Signed Edward Spivak
President, the Villages at Cotton Ranch Homeowner's Association, Inc., March 10, 2020.