

**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 Pier Point Village 2 Homeowners Association, Inc. ("the Association") pursuant to Colorado law at a regular meeting of the Board.

**AUTHORITY:** The Amended and Restated Declaration of Covenants, Conditions and Restrictions for Pier Point Village 2 recorded on December 20, 2010 at Reception #D0131702 ("Declaration"), the Bylaws of the Association, the Colorado Common Interest Ownership Act ("CCIOA"), §38-33.3-124 and §38-33.3-209.5, C.R.S., and other applicable Colorado and Federal laws.

**Effective Date:** April 27, 2022

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

**Mediation Between Declarants, Unit Owners, Property Managers and the Association**

1. The Association recognizes the value in resolving disputes between the Association, the Declarant, property managers, and unit owners without resort to costly, time-consuming litigation. Therefore, no party is permitted to file a lawsuit or administrative proceeding against the Association unless:
  - a. That party has first sent a written request to the Association by certified mail, return receipt requested, setting forth in detail the alleged violation and/or claims against the Association and requesting that the Association participate in mediation; and
  - b. The Association provides a written response rejecting the request or fails to provide any written response to the requesting party within 45 days of the date the return receipt was signed; or
  - c. The situation involves an imminent threat to the peace, health or safety of the community.
2. 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 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 the Declaration, §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 or 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 Enforcement Policy, or § 38-33.3-316, C.R.S.
3. This Policy does NOT apply to disputes between unit owners, who are encouraged to resolve disputes between themselves, using mediation, if desired. Owners must submit to arbitration for party wall disputes as set forth in the Declaration.

#### **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 Pier Point Village 2 Homeowners Association, Inc., a Colorado nonprofit corporation, certifies that this Policy was adopted by Resolution approved by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors of the Association on 4/27, 2022 and in witness thereof, the undersigned has subscribed his/her name.

**PIER POINT VILLAGE 2 HOMEOWNERS  
ASSOCIATION, INC.,**  
a Colorado non-profit corporation

By: Cynthia Haegner  
Its: