

VALLEY VIEW VILLAGE HOMEOWNERS ASSOCIATION, INC.
Alternative Dispute Resolution Policy

RECITALS:

WHEREAS Colorado Revised Statute (“C.R.S.”) 38-33.3-209.5(1)(b)(viii) requires Valley View Village Homeowners Association, Inc. (“Valley View Village”) to adopt a written policy setting forth its procedures for addressing disputes that may arise between Valley View Village and Unit Owners; and

WHEREAS C.R.S. 38-33.3-124(1)(a) encourages common interest communities to enact protocols that make use of mediation or arbitration as alternatives or a precondition to litigation between a Unit Owner and Valley View Village in situations that do not involve an imminent threat to the peace, health, or safety of the community;

THEREFORE, IT IS RESOLVED that the following procedures shall apply to disputes that arise between Unit Owners or residents and Valley View Village.

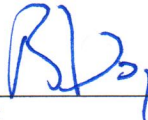
Alternative Dispute Resolution Policy

1. **Definitions.** Initially capitalized words or terms, unless otherwise specified, shall have the same meaning herein as in the Declaration or Bylaws.
2. **Subject Matter.** This policy shall apply to all disputes between Valley View Village, its Board of Directors, any Director, or any Agent of Valley View Village, (collectively “Association”) and a Unit Owner or resident (collectively “Complainant”) except as follows:
 - a. **Assessments.** Any action by the Association against a Unit Owner to collect assessments or other sums due to the Association, including foreclosure proceedings. Such actions shall proceed according to the Association’s **Collection Policy**.
 - b. **Violation of Governing Documents.** Any action by the Association to enforce any provisions of the Association’s Declarations, Bylaws, or Rules and Regulations. Such actions shall proceed according to the Association’s **Covenant and Rule Enforcement Policy**.

- c. **Health, Peace, or Safety.** Alternative Dispute Resolution (“ADR”) shall not be required if time constraints prevent accomplishing ADR or if the health, peace, or safety of the community is threatened.
3. **Written Notice by Complainant.** Before filing any lawsuit against the Association, the Complainant must give written notice to the Board setting forth the subject of the dispute and a proposed resolution. After receiving the written notice, the Board may schedule a hearing to discuss a resolution of the dispute. The Board has the authority to deny a request for a hearing if an excessive number of requests have been made by the same Complainant or if the matter has otherwise been previously addressed by the Board.
4. **Procedure by Association.** The Association may initiate ADR under this policy by (1) scheduling a hearing of the Board and (2) sending a written request to a Complainant by regular, first class mail.
5. **Meeting Procedure.** Any hearing of the Board shall be conducted pursuant to the Association’s **Meeting Policy concerning Board Meetings.**
6. **Failure to Resolve Dispute.** If the dispute has not been resolved after a hearing with the Board or if a Complainant has failed to attend the scheduled hearing, the parties must proceed to ADR prior to commencing any judicial or administrative proceeding.
7. **Failure to Agree upon ADR.** If the parties cannot agree on the form of ADR to be used, ADR shall be in the form of mediation with a mutually agreeable mediator. If the parties are unable to agree on a mediator, the mediation shall take place with the Office of Dispute Resolution.
8. **Statutory Compliance.** Any ADR must be conducted in compliance with C.R.S. Title 13, Article 22.
9. **ADR Costs.** The costs of ADR shall be split equally between the parties involved in the ADR or as otherwise agreed to by the parties. In the event a Complainant fails to pay its portion of the cost of the ADR, that portion shall be considered an assessment against such Complainant’s Unit and may be collected as an assessment pursuant to the Declaration of the Association and Colorado Law.
10. **Policy as Supplement.** The provisions of this resolution shall be in addition to and in supplement of the terms and provisions found in the Declaration and the law of the State of Colorado.
11. **Deviations by Board.** The Board may deviate from the procedures set forth in this Resolution if in the Board’s sole discretion such deviation is reasonable under the circumstances.
12. **Amendment.** This policy may be amended from time to time by the Board of Directors.

IN WITNESS WHEREOF, the undersigned certify this Policy was adopted by resolution of the Board of Directors of the Association on this 8th day of OCTOBER, 2013.

VALLEY VIEW VILLAGE HOMEOWNERS ASSOCIATION, INC.,
a Colorado non-profit corporation,

By: 
Its: President

ATTEST:
By: 