

THE VINEYARDS AT VISTA SAN JUAN HOMEOWNERS ASSOCIATION I
DISPUTE RESOLUTION POLICY

Adopted by the Board of Directors: September 15, 2026

Effective: November 1, 2026

The following Policy has been adopted by **The Vineyards at Vista San Juan Homeowners Association I**, a Colorado nonprofit corporation (Association), pursuant to the provisions of the Colorado Common Interest Ownership Act (CCIOA), C.R.S. § 38-33.3-101 et seq., at a regular meeting of the Board of Directors (Board) for the benefit of the Association and its owners or members (Owner(s)).

Purpose: To provide a more efficient means of resolving disputes or claims involving the Association or the Association's Articles of Incorporation, Declaration, Covenants, Bylaws, Policies, Procedures, Rules, Regulations, or other document governing the Association (Governing Documents), and to reduce the costs and fees associated with dispute resolution.

WHEREAS the Colorado Common Interest Ownership Act encourages common interest communities to adopt protocols that make use of mediation in resolving disputes between the Association and one or more Owners.

NOW, THEREFORE, IT IS RESOLVED that the Association does hereby adopt the following Policy governing the resolution of disputes:

1. Dispute Resolution Procedures. Except as provided herein and as allowed under the Association's Policies, the following procedures will be followed in all disputes or claims involving the Association or the Association's Governing Documents whether such dispute be between the Association and an Owner, between an Owner and the Association, or between Owners themselves.
 - a. Prior to proceeding with any claim, the party asserting the claim (Claimant) shall give written notice of such claim to all opposing parties (Respondent) (Claimant and Respondent are each a Party and are collectively Parties), which notice shall state plainly and concisely:
 - i) the nature of the claim, including all persons involved and Respondent's role in the claim;
 - ii) the legal basis of the claim (i.e., the specific authority out of which the claim arises); and
 - iii) the specific relief or proposed remedy sought.
 - b. After the Respondent receives the notice of claim, the Parties shall make every reasonable effort to meet in person and confer for the purpose of resolving the

claim by good faith negotiation. Such efforts may include inspections of the Claimant's or the Respondent's unit for purposes of evaluating any alleged violation. Any Party may be represented by attorneys and independent consultants to assist in the negotiations and to attend meetings.

- c. If the Parties do not resolve the claim through negotiations within thirty (30) days after submission of the claim to the Respondent, the Claimant shall have an additional thirty (30) days to submit the claim for mediation under the auspices of a reputable mediation group providing such services in Montrose County or neighboring county, or, if the Parties otherwise agree, to a reputable mediation group outside such area.
 - d. If the Claimant fails to submit the claim to mediation within such time, or fails to appear at the mediation, **the Claimant shall lose the benefit of this Policy's negotiation and mediation process for that claim, and may proceed directly to file suit in such court as is appropriate under law; provided, nothing in this Section shall be construed to waive, release, or discharge any Party's underlying claim or liability, which C.R.S. § 38-33.3-104 does not permit this Policy to extinguish.**
 - e. Any settlement of the claim through mediation shall be documented in writing by the mediator and signed by the Parties. If a termination of the mediation occurs, the mediator shall issue a written statement advising that the parties are at an impasse and the date that mediation was terminated.
 - f. Each Party shall bear its own costs of the mediation, including attorneys' fees, and each Party shall share equally all charges of the mediator.
 - g. If the Parties agree to a resolution of any claim through negotiation or mediation as described above and any Party thereafter fails to abide by the terms of such agreement, then any other Party may file suit to enforce such agreement without the need to again comply with the procedures set forth in this Policy. In such event, the Party taking action to enforce the agreement shall be entitled to recover from the non-complying Party (or if more than one non-complying Party, from all such Parties pro rata) all costs incurred in enforcing such agreement, including without limitation, attorneys' fees and court costs.
 - h. Upon termination of mediation if no resolution is reached, if Claimant desires to pursue the claim, Claimant shall thereafter be entitled to file suit in such court as is appropriate under law.
2. Exclusions. Unless all Parties thereto otherwise agree, the following disputes or claims shall not be subject to the provisions of this Policy:

- a. An action by the Association relating to the collection or enforcement of the obligation to pay assessments or other charges set forth in the Association's governing documents;
 - b. An action by the Association to obtain a temporary restraining order or preliminary injunction (or equivalent emergency equitable relief) and such other ancillary relief as the court may deem necessary in order to enjoin any immediate threat to persons or property;
 - c. Any action between or among Owners, which does not include the Association as a party, if such action asserts a claim which would constitute a cause of action independent of the Association's Governing Documents;
 - d. Any action in which any indispensable party is not 1) the Association or the Association's officers, directors, or committee members, or 2) an individual or entity, including the entity's officers, partners, directors, members, employees, or agents, that is subject to the Association's Governing Documents;
 - e. Any action by the Association relating to the enforcement of its Declaration, Articles of Incorporation, Bylaws, Rules, Regulations, Policies, Procedures, or other Governing Document as allowed under the Association's Policies; or
 - f. Any action to enforce a settlement agreement made under the provisions of this Policy or predating this Policy.
3. Statute of Limitations. No claim may be initiated after the date when institution of legal or equitable proceedings based on such claim would be barred by the applicable statute of limitation or statute of repose.
 4. 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 and the State of Colorado governing the Association.
 5. Modification. The Board reserves the right, from time to time, to amend or repeal this Policy, subject to any limitations placed on the Board in the Governing Documents or by law.
 6. Definitions. Unless otherwise defined in this Policy, capitalized terms shall have the same meaning ascribed by the Declaration.
 7. Replacement. This Policy supersedes and replaces prior policies adopted by the Board dealing with the subject matter herein.

**The Vineyards at Vista San Juan
Homeowners Association I**

By: /s/ Brad Hauger
Brad Hauger
President

This Policy was adopted by the Board of Directors on September 15, 2026, effective November 1, 2026, and it is attested to by the Secretary of The Vineyards at Vista San Juan Homeowners Association I.

/s/ Margaret McCaffrey
Margaret McCaffrey, Acting Secretary

Conformed copy. The signed original, dated September 15, 2026, is on file with the Association and available to any Owner on request.