

**RESOLUTION
OF LINCOLN CREEK VILLAGE
HOMEOWNERS' ASSOCIATION, INC. ("Association")
REGARDING POLICIES AND PROCEDURES FOR THE ADMINISTRATION
OF DISPUTES BETWEEN THE ASSOCIATION AND OWNERS**

SUBJECT: Adoption of a policy regarding the enforcement of covenants and rules and procedures for the notice of alleged violations, conduct of hearings and imposition of fines.

PURPOSE: To adopt a uniform procedure to be followed when enforcing covenants and rules to facilitate the efficient operation of the Association.

AUTHORITY: The Supplemental Declaration of Covenants, Conditions and Restrictions for The Bluffs, The Colony and The Courtyard Homes at Lincoln Creek Village ("Declaration"), Bylaws and Articles of the Association and Colorado law.

EFFECTIVE DATE: September 19, 2007

RESOLUTION: The Association hereby adopts the following procedures to be followed when enforcing the covenants and rules of the Association:

1. Enforcement Rights. In the event of an alleged violation by an Owner or a Related User of an Owner ("Respondent") of the Declaration, the Bylaws or the Rules and Regulations of the Association, as applicable, the Board of Directors shall have the right, upon an affirmative vote of a majority of all directors on the Board of Directors, to take any one or more of the actions and to pursue one or more of the remedies permitted under the provisions of the Declaration, the Bylaws, or the Rules and Regulations of the Association. If, under the provisions of the Declaration, the Bylaws, or such Rules and Regulations, notice and hearing is required prior to taking action or pursuing remedies, appropriate notice shall be given. The failure of the Board of Directors to enforce the Rules and Regulations of the Association, if any, the Bylaws or the Declaration shall not constitute a waiver of the right to enforce the same thereafter. The remedies set forth and provided in the Declaration, the Rules and Regulations of the Association, if any, or the Bylaws shall be cumulative and none shall be exclusive. However, any individual Owner must exhaust all available internal remedies of the Association prescribed by the Declaration, the Bylaws and the Rules and Regulations of the Association before that Owner may resort to any legal proceeding for relief with respect to any alleged violation by another Owner of the Declaration, the Bylaws or the Rules and Regulations of the Association, as applicable, provided that the foregoing limitation pertaining to exhausting administrative remedies shall not apply to the Board of Directors or to any Owner where the complaint alleges nonpayment of General Assessments, Supplementary Assessments, Force Majeure Assessments or Reimbursement Assessments.

dburry
10/15/2013, 7:30AM
VIEWED

lmoss
10/21/2013, 9:28AM
WEB ENTERED

tdorth
10/08/2013, 8:24AM
PENDING ENTRY

rbrown
10/15/2013, 11:04AM
HW ENTERED

2. Arbitration of Disputes. If matters are not resolved pursuant to Section 1 above, or the provisions of Section 1 are not applicable to any matter, this Section 2 shall apply. All Disputes (as defined below) shall be subject to binding arbitration, as follows:

(a) Binding Arbitration. Any action, dispute, claim or controversy between the Declarant and the Association and Owners, or any of them, whether sounding in contract, tort or otherwise, and whether or not concerning an individual Unit or the Common Area (the "Dispute" or "Disputes") shall be resolved by binding arbitration as set forth in this section. Such Dispute shall be resolved by binding arbitration in accordance with the Colorado Uniform Arbitration Act, C.R.S. § 13-22-201, et seq., as then in effect by a single arbitrator. The arbitrator's award shall be entered as a judgment in the appropriate court in the county in which the Project is located. In the event of any inconsistency between such rules and these arbitration provisions, these provisions shall supersede such rules. All statutes of limitation that would otherwise be applicable shall apply to any arbitration proceedings under this section. The parties shall be entitled to conduct discovery as if the dispute were pending in a District Court in the State of Colorado. In any arbitration proceeding subject to these provisions, the arbitrator is specifically empowered to allow discovery and decide pre-hearing motions that are substantially similar to pre-hearing motions to dismiss and motions for summary adjudication. Judgment upon the award rendered may be entered in any court having jurisdiction. Any arbitrator selected under this section shall be knowledgeable in the area of the subject matter of the Dispute and shall be selected by the parties to the Dispute, any court in which the Project is located or any private organization providing such services. In the event the parties to the Dispute cannot agree upon an arbitrator, they shall apply to the Chief Judge of the District Court where the Project is located for appointment of a qualified arbitrator.

(b) Stenographic Record. A stenographic record of the binding arbitration mandated by Section 2(a) shall be made, provided that the record shall remain confidential except as may be necessary for post-hearing motions and appeals. The arbitrator's decision shall contain findings of fact and conclusions of law to the extent applicable, and the arbitrator shall have the authority to rule on all post-hearing motions in the same manner as a trial judge. The statement of decision of the arbitrator upon all of the issues considered by the arbitrator is binding upon the parties, and upon filing of a statement of decision with the clerk of the court, or with the judge where there is no clerk, judgment may be entered thereon. The decision of the arbitrator shall be appealable as if rendered by a court. This provision shall in no way be construed to limit any valid cause of action which may be brought by any of the parties.

(c) Procedure. If any claim regarding defects in construction is made, each claim shall be specified with particularity. Each location of any claimed defect must be identified, and all evidence supporting each claim, along with all repair methodologies and costs of repair, must be provided in advance of any request for arbitration.

3. **WAIVER OF TRIAL TO A JURY OR TRIAL TO A JUDGE. THE OWNERS HAVE KNOWINGLY, VOLUNTARILY AND INTENTIONALLY**

WAIVED ANY RIGHT THEY MAY HAVE TO A TRIAL BY A JURY OR TO A JUDGE WITH RESPECT TO ANY AND ALL ISSUES PRESENTED IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM BROUGHT BY THEM AGAINST DECLARANT OR ITS SUCCESSORS OR THE ASSOCIATION WITH RESPECT TO ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THE DECLARATION, BYLAWS, ARTICLES OF INCORPORATION, OR ANY RELATED DOCUMENT, OR ANY CLAIM ARISING OUT OF ALLEGATIONS OF DEFECTIVE CONSTRUCTION.

4. Definitions. Unless otherwise defined in this Resolution, initially capitalized or terms defined in the Declaration or Bylaws shall have the same meaning herein.

5. Supplement to Law. The provisions of this Resolution shall be in addition to and in supplement of the terms and provisions of the Declaration and the law of the State of Colorado governing the Project.

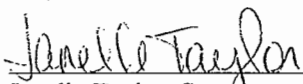
6. Deviations. The Board of Directors may deviate from the procedures set forth in this Resolution if in its sole discretion such deviation is reasonable under the circumstances.

7. Amendment. This policy may be amended from time to time by the Board of Directors.

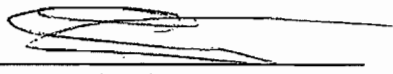
IN WITNESS WHEREOF, the undersigned governing Association, has executed and adopted this instrument effective the date and year first stated above.

LINCOLN CREEK VILLAGE
HOMEOWNERS' ASSOCIATION, INC.
a Colorado nonprofit corporation

Attest:



Janelle Taylor, Secretary

By 

Craig Pottenger, President