

HIGHLAND PARK 3 ASSOCIATION, INC.
ALTERNATIVE DISPUTE RESOLUTION POLICY

Effective Date: June 5, 2018

In compliance with Colorado law, the Board of Directors hereby adopts the following alternative dispute resolution ("ADR") policies and procedures:

1. GENERAL: It is the general policy of the Association to encourage the use of ADR to resolve disputes involving the Association and an Owner. ADR is defined as a procedure for settling a dispute by means other than litigation, such as mediation, non-binding or binding arbitration.
2. POLICY: ADR, in the form of mediation, non-binding or binding arbitration may be pursued by the Association before any lawsuit is filed, except in the case of the collection of assessments or the enforcement of the covenants, Bylaws, or rules of the Association, subject to the following:
 - 2.1. ADR shall not be required if time constraints prevent accomplishing ADR.
 - 2.2. ADR will not be pursued by the Association if an Owner refuses to participate in the process.
 - 2.3. At the time the parties agree to use ADR, the parties shall also agree on the form of ADR to be used. If the parties cannot agree on the form of ADR to be used, ADR shall be in the form of mediation.
 - 2.4. Any ADR pursued must be done so using a trained mediator, arbitrator, or facilitator having some familiarity with the governance of community associations.
 - 2.5. Any ADR must be conducted in compliance with applicable Colorado law, as applicable.
 - 2.6. If ADR is to be pursued, the Owner shall execute an agreement with the Association prior to the commencement of the ADR process which tolls any applicable statute of limitations while the parties are attempting to resolve the dispute through ADR.
 - 2.7. If the parties resolve their dispute through mediation, the parties can present the mediation agreement to the court as a stipulation. If the parties cannot resolve their dispute through mediation, either party may terminate the mediation process without prejudice.
3. SELECTION OF MEDIATOR/ARBITRATOR: If the parties to the ADR cannot agree, within 30 days of the request for ADR, on the selection of the facilitator, mediator, arbitrator, or

other qualified
person to conduct the ADR, then, within 10 days,

3.1. Each party shall choose a qualified person as defined in this Policy, and those so selected shall then appoint a third qualified person to be determined in their sole discretion.

3.2. In the event a party fails to select a qualified person as specified in subsection 3.1. above, the person selected by the other party shall be deemed acceptable to both parties and shall act as the facilitator, arbitrator, or mediator.

4. COSTS: The costs of ADR shall be split equally among the parties involved in the ADR. In the event an Owner fails to pay the Owner's share of the cost of the ADR, such amount shall be considered an Assessment against such Owner's Lot, and may be collected by the Association as an Assessment pursuant to the Covenants, Association policy, and Colorado law.

5. DEFINITIONS: Unless otherwise defined in this Resolution, initially capitalized or terms defined in the Covenants shall have the same meaning herein.

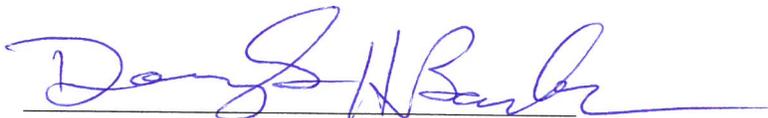
6. SUPPLEMENT TO LAW: The provisions of this Resolution shall be in addition to and in supplement of the terms and provisions of the Covenants and the law of the State of Colorado governing the Community.

7. 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.

8. AMENDMENT: This policy may be amended from time to time by the Board of Directors.

IN WITNESS WHEREOF, the undersigned certifies that this Policy was established by the Declarant in its role as the initial Board of Directors of the Highland Park 3 Association, Inc.

HIGHLAND PARK 3 ASSOCIATION, INC.
By LITTLE LONDON, LLC, DECLARANT



By Douglas H. Barber-Member