

Galena Lofts Condominium Owners Association, Inc.

Owner Dispute Procedures Policy

In compliance with the Colorado Common Interest Ownership Act, Galena Lofts Condominium Owners Association, Inc. (the “Association”), through its Board of Directors (the “Board”), desires to adopt a uniform and systematic policy and procedures to address disputes within the Association. This policy is intended to comply with C.R.S. § 38-33.3-209.5(1)(b)(VIII).

As a supplement to the Declaration and applicable Colorado law, the Association hereby adopts the following policy and procedures to address disputes between the Association and an Owner, an Owner and the Association, and an Owner and Owner.

A. Background: The Association believes that the cost, complexity, and delay inherent in court proceedings makes litigation a particularly inefficient means of resolving neighborhood disagreements. Further, relationships in our community may be damaged through use of adversarial means of resolving disputes. Accordingly, the Association encourages the use of alternative methods for resolving disputes.

B. General Policy: In the event of any dispute between the Association and Owners (and disputes between individual Owners) in situations that do not involve an imminent threat to the peace, health, or safety of the community, the Association and Owner(s) involved in the dispute shall work to resolve the dispute using the procedures set forth below prior to filing a complaint in court or otherwise initiating a legal proceeding. For each of the resolution processes, Colorado law governs the process and the parties do not waive their right to employ legal counsel at their own expense to assist them.

C. Procedures for Resolving Disputes.

1. Request for Resolution. The Association or any Owner wishing to resolve a dispute (“Initiating Party”) will provide each other Party to the dispute with a written request (“Request for Resolution”) describing:
 - a. the nature of the dispute, including the date, time, location, persons involved, and the other party’s or parties’ role in the dispute;
 - b. a request for what the Initiating Party would like the other party or parties to do or not do to resolve the dispute; and
 - c. times and dates that the Initiating Party may be available to communicate directly with the other party or parties to discuss in good faith ways to resolve the dispute.
2. Negotiation. The parties are encouraged to make reasonable efforts to communicate directly with each other in an attempt to reach an agreement that serves the interests of all parties prior to initiating any other dispute resolution procedures.

3. Arbitration.

- a. Beginning the process. If the parties do not resolve the dispute through negotiation, any party may begin efforts to schedule a binding arbitration with a trained, neutral arbitrator who will decide the outcome of the dispute based on evidence and testimony provided by the parties. The parties agree to accept the decision of the arbitrator as final and binding on them to the fullest extent permitted under the laws of Colorado. Judgment may be enforced in any court having jurisdiction. Notwithstanding anything herein to the contrary, the Association shall not be required to submit a dispute to arbitration if the dispute involves an issue covered by the Association's Enforcement Policy—the Association may file a lawsuit with respect to such a dispute.
- b. Selecting an arbitrator. The parties shall mutually agree on an arbitrator. The cost of arbitration will be shared equally among the parties unless they agree otherwise. Unless otherwise agreed, the parties shall select a mutually acceptable arbitrator within thirty (30) business days of the completion of mediation. Each party will provide the other(s) with the name of at least one acceptable arbitrator. If the parties cannot reach agreement on who to select as an arbitrator, the Judicial Arbiter Group of Denver, Colorado shall appoint an arbitrator, and arbitration shall occur in Aspen, Colorado. The parties will work with the arbitrator to establish the date(s) for the arbitration. The cost of arbitration will be shared equally among the parties unless they agree otherwise. The arbitrator shall have authority to require one party to pay all or a portion of the other party's legal fees to the extent such an award is permissible under law.
- c. Arbitration Award. The arbitrator shall provide the parties with an award including findings of fact and conclusions.

D. Failure to comply with Agreement or Award. If the parties resolve any dispute through mediation, or arbitration, and a party or parties fails to abide by the terms of the agreement or award, the other party may initiate legal proceedings to enforce the agreement or award without need to comply with the provisions of this Policy. Additionally, the party taking action to enforce the agreement or award shall, if that party prevails, be entitled to recover from the non-complying party all costs incurred in enforcing the agreement or award, including without limitation, attorney fees and costs.

E. Replacement. This policy supersedes and replaces prior policies adopted by the Board dealing with the subject matter herein.

F. 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.

G. 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 and the State of Colorado governing the Association.

H. Definitions. Unless otherwise defined in this Policy, capitalized terms shall have the same meaning ascribed by the Declaration.

I. Amendment. This policy and procedure may be amended at any time by the Board of Directors, pursuant to its policies and procedures.

This policy is effective immediately.

The undersigned, being the President of the Association certifies that the foregoing resolution was adopted by the Board at a duly called and noticed meeting of the Board of Directors held on this ____ day of _____, in the year _____ and in witness thereof, the undersigned has subscribed his/her name.

Joshua Landis

09/09/2022

President

Galena Lofts Condominium Owners Association, Inc.