

**Alternative Dispute Resolution (ADR) Procedures**  
**of the**  
**Amador Pines Land Owners Association Units 2 & 5 Adopted May 18, 2010**

This policy and the procedures it establishes are intended to comply with certain provisions of the *California Civil Code*, including Sections 1363.820 through 1363.880, and Section 1369.520.

Prior to filing a civil enforcement action (as defined in Section 1369.520) for the following purposes,

- enforcement of the rights, duties or liabilities under state laws governing the association;
- enforcement of the governing documents of the association;

the parties shall attempt to resolve the dispute through the following procedures. However, this restriction shall not apply to disputes in excess of five thousand dollars (\$5,000) in monetary damages, assessment disputes or actions filed in small claims court.

Either party to the dispute may invoke these procedures.

1. The party invoking these procedures shall initiate the process by serving on all other parties to the dispute a written Request for Resolution. The Request for Resolution shall include all of the following:

- A brief description of the dispute between the parties;
- A request for resolution of the dispute under these ADR procedures; and
- A notice that the party receiving the Request for Resolution is required to respond within thirty (30) calendar days of receipt, or the request will be deemed rejected.

Service of the Request for Resolution shall be by personal delivery, first-class mail, express mail, facsimile transmission, or other means reasonably calculated to provide the party on whom the request is served actual notice of the request. If the association serves the request upon a member, a copy of these procedures shall accompany the Request for Resolution.

2. A party on whom a Request for Resolution is served has thirty (30) calendar days following service to accept or reject the request. If a party does not accept the request within that period, the request is deemed to have been rejected by that party.

3. The Request for Resolution may propose:

- a. that the parties meet and confer in an effort to resolve the dispute. If the request is served by the association on a member, that member may decline to meet and confer. The association may not decline to meet and confer. The association's board of directors shall designate a member of the board to meet and confer. An informal meeting to confer shall occur at a mutually convenient time and place within ten (10) calendar days following service of the request. The parties shall explain their respective positions and confer in good faith to resolve the dispute. Failure to resolve the dispute informally shall not bar the party serving the request from requesting mediation or arbitration, as provided below.
- b. that the parties submit the dispute to mediation by a neutral third party. Mediation shall occur at a mutually convenient time and place within thirty (30) calendar days following service of the request. The mediator shall be selected by mutual agreement of the parties from the California Academy of Distinguished Neutrals.
- c. that the parties submit the dispute to final and binding arbitration by a neutral third party.
  - 1) Either party may reject arbitration. If the parties agree to arbitration they shall promptly sign and date an agreement to that effect. By signing an arbitration agreement, both parties relinquish their right to file an action in civil court for resolution of the dispute.
  - 2) Within five (5) business days following execution of the arbitration agreement the association shall request a list of three (3) arbitrators from the American Arbitration Association. The parties shall each strike one name from the list, the first party to strike being determined by a coin toss.

- 3) Arbitration shall occur at a mutually convenient time and place within forty-five (45) calendar days following service of the request.
  - 4) The arbitration shall be conducted in conformance with the rules of the American Arbitration Association. The decision of the arbitrator shall be final and binding upon all parties and shall be enforceable by a court of competent jurisdiction.
4. A resolution agreed to by the parties through informal conference or mediation shall be memorialized in writing and signed by the parties, including the board designee on behalf of the association. Such an agreement shall be final and binding upon the parties and shall be enforceable by a court of competent jurisdiction, provided that:
- a. The agreement is not in conflict with law or the governing documents of the association; and
  - b. The agreement is ratified by the board of directors of the association.
5. The fees and expenses of mediators and arbitrators shall be borne equally by the parties.
6. Each calendar year, the association shall provide to its members a summary of the relevant provisions of the *California Civil Code*, along with the following statement:
- “Failure of a member of the association to comply with the alternative dispute resolution requirements of Section 1369.520 of the *Civil Code* may result in the loss of your right to sue the association or another member of the association regarding enforcement of the governing documents or the applicable law.”