

**RESOLUTION  
OF  
THE VILLAGE AT INNSBROOK HOMEOWNERS ASSOCIATION  
REGARDING DISPUTE RESOLUTION POLICY AND PROCEDURES**

2009-1

**SUBJECT:** Adoption of dispute resolution policy and procedures.

**PURPOSE:** Adopt policy that establishes procedures for addressing disputes arising between the Association and homeowners (and between homeowners).

**AUTHORITY:** The Declaration, Articles and Bylaws of the Association and Virginia Law.

**EFFECTIVE DATE:** May 5, 2009

**RESOLUTION:** The Village at Innsbrook Homeowners Association ("Association") hereby adopts the following Policy and Procedures:

1. Background. The Association believes that the cost, complexity, and delay inherent in court proceedings make 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.

2. General Policy. In the event of any dispute between the Association and Homeowners (and disputes between individual Homeowners) in situations that do not involve an imminent threat to the peace, health, or safety of the community, the Association and Homeowner 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, Virginia law governs the process and the parties do not waive their right to employ legal counsel at their own expense to assist them.

3. Procedures for Resolving Disputes.

a. 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:

- i. The nature of the dispute, including the date, time, location, persons involved, and the other party's or parties' role in the dispute; [and]
- ii. A request for what the Initiating Party would like the other party or parties to do or not do to resolve the disputes; and
- iii. 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.

b. **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.

c. **Mediation.**

i. **Beginning the process.** Unless otherwise agreed, if the parties do not resolve the dispute within twenty (20) business days of the date of receipt of the "Request for Resolution," at either party's request, the parties will begin efforts to schedule a mediation session with a trained, neutral mediator to assist them in reaching their own solution. The mediator will facilitate the process but will not make decisions for the parties. The parties shall meet with the mediator within sixty (60) days of the date of receipt of the Request for Resolution.

ii. **Selecting a mediator.** Unless otherwise agreed, the parties shall select a mutually acceptable mediator within thirty (30) business days of the date of receipt of the Request for Resolution. Each party will provide the other(s) with the name of at least one acceptable mediator. If the parties cannot reach agreement on who to select as a mediator, a mediator shall be appointed by (name of the firm representing the Association). The parties will work with the mediator to establish the date for the mediation meeting.

iii. **Cost of mediation.** If mediation is initiated by the Association, the cost of mediation shall be shared equally. If mediation is initiated by the Homeowner, the Homeowner shall bear the full cost of mediation. Each party may retain legal counsel at their own expense.

iv. **Documentation of mediation.** The mediator shall provide the parties with documentation noting who attended and that the mediation occurred.

4. **Failure to comply with Agreement or Award.** If the parties resolve any dispute through mediation, 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.

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

**BOARD'S CERTIFICATION:**

The undersigned, members of the Board of Directors of the Village at Innsbrook Homeowners Association, certify that the foregoing Resolution was approved and adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors of the Association on -

May 5, 2009 and in witness thereof, the undersigned has subscribed his/her name.

The Village at Innsbrook Homeowners Association  
a Virginia non-profit corporation

By: Carol Hollenbeck  
President

By: Janeen Walk  
Vice President

By: S. Gutierrez  
Secretary

By: Kathryn P. Crist  
Treasurer

By: Abby Abbott  
Director at Large