

**KEYSTONE RANCH HOMEOWNERS ASSOCIATION, INC.  
AMENDED & RESTATED POLICIES AND PROCEDURES  
FOR DISPUTE RESOLUTION AND LIMITATIONS ON LITIGATION  
(Amended and Restated - 2026)**

**Subject:** Adoption of a policy regarding dispute resolution and limitations on litigation related to the Association.

**Purpose:** To revoke and replace any previously adopted rules or resolution of the Keystone Ranch Homeowners Association (“Association”) concerning dispute resolution and limitations on litigation related to the Association with the policies and procedures set forth below for such purpose.

**Effective Date:** 6-19-2026

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The Association and its officers, directors, and committee members, all Owners and persons subject to the Declaration and any person not otherwise subject to this Declaration who agree to submit to this policy (collectively, “Bound Parties”) agree that it is in the best interest of all concerned to encourage the amicable resolution of disputes involving Keystone Ranch without the emotional and financial costs of litigation. Accordingly, each Bound Party may not file suit in any court or pursue arbitration with respect to a Claim described below unless and until it has first submitted such Claim to the alternative dispute resolution procedures set forth below and engaged in a good faith effort to resolve such Claim.

A. Claim. As used in this policy, the term “Claim” refers to any claim, grievance, or dispute arising out of or relating to:

1. The interpretation, application, or enforcement of the Governing Documents;
2. The rights, obligations and duties of any Bound Party under the Governing Documents;

or

3. The design, modification or construction of improvements within the Project, other than matters of aesthetic judgment, which shall not be subject to review.

B. Exceptions. Notwithstanding the foregoing, the following shall not be considered a “Claim” unless all parties to the matter otherwise agree to submit the matter to the procedures set forth below:

1. Actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens and enforcement of architectural standards, covenants, conditions and restrictions of this Declaration);

2. Actions brought by the Association concerning the imposition or collection of assessments or other amounts due under the Declaration;

3. Proceedings involving challenges to ad valorem taxation; and

4. Counterclaims brought by the Association in proceedings instituted against it.

5. Any suit by the Association to obtain a temporary restraining order (or emergency equitable relief) and such ancillary relief as the Court may deem necessary in order to maintain the status quo and preserve the Association's ability to enforce the provisions of the Governing Documents.

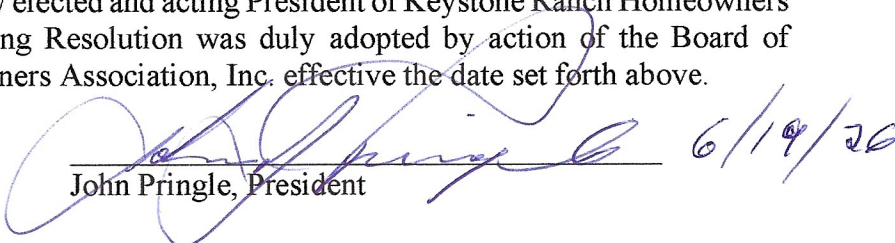
C. Dispute Resolution Procedures. Notwithstanding the provisions of this Policy, if any controversy, claim or matter of difference arises between the Association and any Owner or between two or more Owners (collectively, a "Dispute"), the parties to such Dispute ("Party") will endeavor in good faith to reach a prompt and fair resolution of the Dispute. If the Parties are unable to resolve the Dispute within a reasonable period of time (not to exceed 30 days, unless the Parties agree to a longer time period), any Party may require mediation of the Dispute as follows: A Party may give another Party written notice of a demand for mediation ("Mediation Notice"). Within ten (10) days after receipt of a Mediation Notice, the Parties shall meet in person or via telephone or video conference to attempt to select an unrelated third party mediator. If the Parties cannot agree on the selection of a mediator within twenty (20) days after the date of the Mediation Notice, they each shall appoint an unrelated third party mediator within thirty (30) days of the Mediation Notice and, within forty (40) days of the Mediation Notice, such third parties shall appoint a neutral third party to mediate the dispute within sixty (60) days of the Mediation Notice. The mediation shall occur in Summit County, Colorado or by video conference. The decision or recommendation of the mediator will not be binding on any Party, unless all Parties so agree in writing. The fee of the mediator will be shared equally by all Parties. If the Dispute is not resolved pursuant to the provisions of this Section (including without limitation the failure of any Party to request mediation or the inability of the Parties to reach an agreement as a result of mediation), then any Party may thereafter pursue litigation, arbitration or any other remedy available at law.

D. Settlement. Any settlement of the Claim through negotiation or mediation shall be documented in writing and signed by the Parties. If any Party thereafter fails to abide by the terms of such agreement, then any other party may file suit or any other remedy available at law to enforce such agreement without the need to again comply with the procedures set forth in this Section.

E. Litigation - Attorney Fees. If a lawsuit or arbitration is initiated to enforce or defend any provision of Act or the Governing Documents, the court may award the prevailing party reasonable attorneys' fees and costs of collection as authorized by the Colorado Common Interest Ownership Act.

#### CERTIFICATION

I hereby certify that I am the duly elected and acting President of Keystone Ranch Homeowners Association, Inc., and that the foregoing Resolution was duly adopted by action of the Board of Managers of Keystone Ranch Homeowners Association, Inc. effective the date set forth above.

  
John Pringle, President

6/19/20