

EXHIBIT D
Procedure for Addressing Disputes

1. Alternative dispute resolution with Board. In the event of any dispute involving the Association and a Member, the Member is invited and encouraged to meet with the Board of Directors to resolve the dispute informally and without the need for litigation. If the Member requests to meet with the Board, the Board shall make a reasonable effort to comply with the Member's request.

At the Board's discretion, the Association may, but shall not be required to, submit any dispute between the Association and Member(s) to mediation, arbitration, or other alternative dispute resolution device; provided, however, that the Association reserves all rights to seek equitable and legal relief through any court having jurisdiction over the dispute. Nothing in this policy shall be construed to require any specific form of alternative dispute resolution ("ADR"), such as mediation or arbitration, or require the parties to meet. Neither the Association nor the Member waives any right to pursue whatever legal or other remedial actions available to either party, unless an agreement is reached.

2. Meeting in lieu of hearing. The primary purpose of hearings before the Board is to resolve covenant enforcement matters as early as possible, without the expense of litigation. As a result, any Member or alleged violator who appears at a hearing is encouraged to discuss resolution in lieu of or in addition to the hearing. If the Board believes that the Member/violator is acting in good faith and that there is a realistic chance of resolution, the Board may reschedule the hearing and attempt to use the remainder of the time that was originally scheduled for hearing for the alternative dispute resolution described above. However, if at any time the Board, in its sole judgment, believes that delay will harm the interests of the Association, it may proceed with the hearing.

3. Cost of ADR. The cost of such mediation, arbitration or other ADR methods shall be shared equally between the Owner and the Association unless a written agreement is made to the contrary, and the Owner will be required to deposit his/her/their share of those costs in advance. If no resolution is reached during that process, and litigation is necessary to enforce the Covenants, any cost incurred by the prevailing party in connection with that ADR process, including reasonable attorney fees, will be awarded as part of any judgment to the prevailing party in that lawsuit.

Effective date: _____