

HUNTERS GLEN CONDOMINIUM ASSOCIATION, INC.

BOARD RESOLUTION CONCERNING

GRIEVANCE RESOLUTION PROCEDURES

WHEREAS, effective July 1, 2015, Indiana enacted a statute that requires many disputes involving an Indiana homeowners association to be addressed through a grievance resolution procedure before a lawsuit is filed in court; and

WHEREAS, to comply with that statute, the Board of Directors of the Hunters Glen Condominium Association, Inc. (“Association”) hereby adopts the following grievance resolution procedures which shall apply to the Hunters Glen Condominium Associations, Inc., subdivision (“Community”):

Section 1. Introduction and Definitions. The Association, the members of the Association, the Board of Directors, and all persons subject to the Declaration (individually called “Party” and collectively called “Parties” for purposes of this Article) agree to encourage the amicable resolution of disputes involving the Community and to avoid the emotional and financial costs of litigation if at all possible. Accordingly, each Party is deemed to covenant and agree that the grievance resolution procedures set forth in this Resolution apply to any Claim as hereafter defined. This Resolution does not apply to an Exempt Claim (as defined below) unless the Parties agree that this Resolution is applicable to the Exempt Claim. As used in this Resolution only, the following words, when capitalized, have the following specified meanings:

- (a) “Claim” refers to any of the following:
 - i. A claim arising out of or relating to the interpretation, application, or enforcement of the Restrictions.
 - ii. A claim relating to the rights and/or duties of Association or the Board of Directors under the Restrictions.
 - iii. A claim relating to the maintenance of the Property.
 - iv. Any other claim, grievance, or dispute among the Parties involving the Property or the Association.
 - v. The term “Claim” does not include an Exempt Claim as defined below.

- (b) “Claimant” means any Party who has a Claim against another Party. To avoid confusion, and to make these provisions easier to understand, the term “Association” will be used interchangeably with the term “Claimant” in the procedures below to address the situation of the Association pursuing a covenant violation against a Homeowner.

- (c) “Exempt Claims” means any of the following claims or actions:
- i. A claim by the Association for Assessments and any action by the Association to collect Assessments.
 - ii. An action by a Party to obtain a temporary restraining order or equivalent emergency equitable relief: (A) to maintain the status quo and preserve the Party’s ability to enforce the provisions of the Restrictions; or (B) when an emergency condition exists which jeopardizes the health or safety of any of the residents within the Property.
 - iii. A suit to which an applicable statute of limitations would expire within the notice period of this Resolution, unless a Party against whom the Claim is made agrees to toll the statute of limitations as to the Claim for the period reasonably necessary to comply with this Resolution.
 - iv. A dispute that is subject to alternate dispute resolution – such as mediation or arbitration – by the terms of applicable law or another instrument, such as a contract or warranty agreement.
 - v. A claim that is substantially identical to a Claim: (A) that was previously addressed by the Parties; or (B) which was resolved by a judicial determination in favor of one of the Parties.
- (d) “Homeowner” means the legal owner of record, land contract purchaser, tenant, or occupant of a residential dwelling or lot within the Community.
- (e) “Legal Proceedings” refers to either (i) an action maintained in a court, or (ii) an administrative proceeding initiated under an applicable law.
- (f) “Respondent” means the Party against whom a Claimant has a Claim. To avoid confusion, and to make these provisions easier to understand, the term “Homeowner” will be used interchangeably with the term “Respondent” in the procedures below to address the situation of the Association pursuing a covenant violation against a Homeowner.
- (g) “Restrictions” means all restrictions, conditions, and covenants now or hereafter imposed by the provisions of the Declaration of Covenants, the Plats, the By-Laws, the Articles of Incorporation, and any rules and regulations adopted by the Board of Directors of the Association.

Section 2. Mandatory Procedures. The Association may not initiate a Legal Proceeding seeking redress or resolution of a Claim until the Association has complied with the procedures of this Resolution.

Section 3. Notice. The Association must notify the Homeowner in writing of the Claim (the “Claim Notice”), stating plainly and concisely: (1) the nature of the Claim, including the date, time, location, persons involved, and Homeowner’s role in the Claim; (2) the basis of the Claim, including the provision of the Restrictions or other authority out of which the Claim arises; (3) what the Association wants the Homeowner to do or not do to resolve the Claim; (4) that the Homeowner has a right to meet with the Association’s Board of Directors, if the Homeowner makes a written request for a meeting; and (5) the name and address of the person from whom the Homeowner must request such a meeting.

Section 4. Meeting. This Section 4 applies if the Homeowner has requested a meeting under Section 3 above not later than ten (10) business days after the date of the Claim Notice. The Association and the Homeowner will meet in person to resolve the Claim by good faith negotiation, at the time and place agreed to by the Association and the Homeowner. During the meeting, the Parties must have full access to the property that is subject to the Claim, for the purpose of inspecting the property, if appropriate or necessary. If the Homeowner elects to take corrective action, the Association must provide the Homeowner and Homeowner’s agents with full access to the property to take and complete corrective action.

Section 5. Determination of an Impasse; Mediation or Arbitration.

- (a) The parties are considered to be at an impasse if:
 - (i) the Homeowner does not request a meeting under Section 3 above;
 - (ii) either Party fails to attend a meeting agreed upon under Section 4 above;
or
 - (iii) the Parties are unable to settle the claim at a meeting held under Section 4 above.
- (b) Either Party may, not later than ten (10) days after an impasse is reached, request in writing to the other Party that the other Party submit the Claim to mediation or binding arbitration.
- (c) The Party making the request under subsection (b) is responsible for the costs of the mediator or arbitrator.

Section 6. Legal Proceedings May Commence. If an impasse is reached and:

- (a) neither Party requests mediation or arbitration; or
- (b) mediation or arbitration does not result in a settlement of the claim;

the Association may begin Legal Proceedings.

Section 7. Enforcement of Settlement Agreement. This Section 7 applies if a Claim is settled through negotiation, mediation, or arbitration. The settlement of the Claim must be documented in a written agreement signed by each of the Parties. If any Party fails to abide by the settlement agreement, then the other Party may begin Legal Proceedings without again complying with the procedures set forth in this Resolution. If a Party who begins Legal Proceedings prevails in those legal proceedings to enforce the settlement agreement, the Party is entitled to recover from the other non-complying Party court costs, attorneys' fees, and all other reasonable costs incurred in enforcing the settlement agreement.

Section 9. General Provisions. A release or discharge of a Homeowner from liability to the Association with respect to the Claim does not release or discharge the Homeowner with respect to any other person who is not a Party to Claim.

Section 10. Settlement Authority. The Board, on behalf of the Association, and without the consent of the members of the Association, may do any of the following:

- (a) Negotiate settlements of Claims or Legal Proceedings under this Resolution; and
- (b) Execute any document related hereto, such as settlement agreements and waiver or release of claims.

Section 11. Allocation of Costs. Except as otherwise provided in this Resolution, each Party shall bear its own costs for application of this Resolution, including attorney's fees.

Section 12. Application of the above Procedures to a Homeowner's Claim against either the Association or another Homeowner. As noted above, the Indiana statute requires the grievance resolution procedures described above to be completed before the Association can begin Legal Proceedings against a Homeowner for a covenant violation. However, that same statute is equally applicable to the Homeowners within the Community. Examples of this would be where a Homeowner has a Claim against the Association, the Association's Board of Directors, or against another Homeowner in the Community. Therefore, all of the grievance resolution procedures described above are equally applicable and mandatory if a Homeowner pursues such a Claim.

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