

DISPUTE RESOLUTION POLICY

Deer Springs Ranch Owners Association

The Board of Directors for Deer Springs Ranch Owners Association (the “Association”) hereby adopts the following Dispute Resolution Policy (the “Policy”) as authorized by the Utah Community Association Act (the “Act”) and Section 13.1.6 of the Declaration.

RECITALS

A. WHEREAS the Association is governed by the *Amended and Restated Declaration of Protective Covenants and Restrictions of Deer Springs Ranch Owners Association* recorded in the County Recorder’s Office for Kane County, State of Utah as Entry No. 667023-0140 on December 2, 1981, as amended (the “Declaration”).

B. WHEREAS certain disputes may arise from time to time relating to the Association’s affairs, including but not limited to the application of local, state, and federal law and the interpretation or enforcement of the Declaration and other governing documents.

C. WHEREAS it is in the best interest of the Association and its Members to provide a method for the timely and economic resolution of such disputes.

D. THEREFORE, the Board, acting on behalf of the Association adopts the following Dispute Resolution Policy as set forth herein.

RESOLUTION

1. **Incorporation of Recitals.** The foregoing recitals are hereby expressly incorporated into this Policy.

2. **Mandatory Dispute Resolution.** Prior to filing any claim, grievance, or dispute arising out of or relating to the interpretation, application, or enforcement of either the Act or the Association’s governing documents or any other point of law (collectively, a “Claim”) in any court or with any administrative agency or office, including the Office of the Homeowners Association Ombudsman, each Bound Party shall comply with the terms of this Policy. No Bound Party may avoid the procedures under this Policy without obtaining the prior written consent of the majority of the then serving Members of the Board of Directors.

3. **Bound Parties.** The Association; the Owners; and the officers, directors, managers, members, employees, representatives, agents, successors and assigns of any of the foregoing; and any other person subject to the Declaration; or any other person not otherwise subject to the Declaration who subsequently agrees to submit either thereto, to other Association governing documents, or expressly to this Policy (collectively, the “Bound Parties”), shall be subject to this Policy and shall encourage the amicable resolution of Claims prior to any other dispute resolution process, administrative hearing, or litigation.

4. **Exempt Claims.** The following Claims are hereby exempt from the dispute resolution procedures of this Policy and instead may be pursued immediately after the Claim arises in any appropriate forum without restriction hereof:

- a. any suit, action, or proceeding by which the Association seeks to collect assessments, fines, or other amounts due from any Owner;
- b. any suit by the Association to obtain a temporary restraining order (or emergency equitable relief), injunctive relief, or such ancillary relief necessary, in the Board's sole discretion, to maintain the status quo and preserve the Association's ability to enforce the Declaration;
- c. any enforcement of an express right given to the Association under the Declaration;
- d. any suit that does not include the Association as a party, if such suit asserts a Claim that would constitute a cause of action independent of the governing documents;
- e. any dispute that affects the material rights or obligations of a party who is not a Bound Party;
- f. any suit as to which any applicable statute of limitations would expire within 180 days of giving the Notice required by Section 2(a), unless the party or parties against whom the Claim is made agree to toll, or extend, the Claim's statute of limitations to comply with this rule; and,
- g. any suit or dispute involving a governmental entity as a party.

5. **Notice.** To proceed on any Claim which is not an Exempt Claim, the Bound Party asserting the Claim (the "Claimant") against another Bound Party ("Respondent") shall follow the procedures of this Policy and begin by giving written notice ("Notice") by mail, email, or personal delivery to each Respondent, stating plainly and concisely:

- a. the nature of the Claim, including the date, time, location, persons involved and the Respondent's role in the Claim;
- b. the legal basis of the Claim with citation to the provision or authority at issue;
- c. the basis and calculation for damages, if any;
- d. the Claimant's proposed resolution or remedy;
- e. a copy of any corporate record or other evidence which is the basis of or otherwise supports the Claim;
- f. a period no less than 30 calendar days after the date the Notice is received (the "Cure Period") by which the Respondent must resolve the Claim pursuant to Claimant's resolution, remedy, or otherwise; and,
- g. the Claimant's desire and willingness to meet with the Respondent to discuss in good faith ways to resolve the Claim.

6. **Negotiation.** If Respondent has not resolved the Claim during the Cure Period, Claimant and Respondent shall, within the thirty (30) days immediately following the expiration of the Cure Period, make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. Unless otherwise agreed, Claimant shall propose

no less than six (6) separate days and times during normal business hours from which Respondent may elect to meet and confer for the purpose of the negotiations.

7. **Mediation.** If Claimant and Respondent have not resolved the Claim through negotiation within thirty (30) calendar days from the expiration of the Cure Period (or within such other period as they may agree), the Claimant shall submit the Claim to a mediator from a list maintained by the Association, or, if no such list is produced within ten (10) calendar days of Claimant's request, the Claimant shall submit the names of three mediators from which the Respondent(s) may select a single mediator. If multiple Respondents are not agreeable to the same mediator, the mediator shall be selected by the Claimant. Each Bound Party shall bear its own costs of mediation, including attorney fees with the express reservation of the right to recover such fees or costs in subsequent suit. All mediator fees shall be borne equally by each Bound Party and paid in advance of the date of mediation.

8. **Claimant Waiver.** Upon a showing of any repeated material failure or refusal by Claimant to participate in the procedures of this Policy the Claim shall be waived as to any Respondent or Bound Party named, whether listed in the Notice or in a wrongful filing, lawsuit, or otherwise attempting to prosecute a Claim otherwise not confirming with the procedures of this Policy. A material failure or refusal hereunder shall include any act or omission taken contrary to this Policy.

9. **Respondent Waiver.** If Respondent fails or refuses to participate in the procedures of this Policy, the protections granted hereunder shall be waived, limited to the Claim as described by the Notice. Following Respondent's failure to participate, Claimant may seek any proper legal recourse available.

10. **Exhaustion.** Following a Respondent Waiver or mediation where a Claim remains unresolved, a Claimant may then pursue the Claim using any proper legal recourse available.

11. **Enforcement of Resolution.** If either Bound Party fails to comply with the terms of any voluntary resolution reached during the procedures of this Policy, the enforcing Bound Party may elect to enforce the terms of such resolution through any proper legal recourse available.

12. **Strict Compliance.** If any Claim is filed or submitted without first satisfying all of the requirements set forth in this Policy, such claim or action shall be dismissed *without prejudice* and shall not be refiled unless and until the requirements of this Policy have been satisfied.

Deer Springs Ranch Owners Association



[Kurt Jacobsen \(Apr 9, 2026 16:39:40 MDT\)](#)

By: Kurt Jacobsen

Its: President

DATED: 04/09/2026