

Lindys Lake Association, Inc.

PO Box 343

West Milford, NJ 07480

Alternative Dispute Resolution (ADR) Procedure

ADR shall be provided by a panel of one (1) or more property owners who have volunteered to serve and who are not current Board members, are not related to or living with Board members are not in arrears in payment and not under a current violation charge. None of the members can be an employee with the Board or anyone who contracts with or provides services to the Board. The Board shall select people who agree to read and comply with the letter and spirit of the governing documents.

The Association may also enlist the services of an outside provider, the cost of which shall be a common expense (pursuant to NJSA 46:8B-14 (k).)

The panel shall be guided by the fact that any State statute takes precedent over any Association Governing Document; that the Master Deed takes precedent over the By-Laws and that the By-Laws take precedence over Association rules or Board actions. If no statute or formal document is determinative of an issue the panel may rely on Board precedent.

Any owner desiring to invoke his/her right to ADR shall do so by sending a writing addressed to the Board at the address provided for official Association correspondence.

The writing shall contain the following:

The complainant's identity, property address within the Lindys Lake Association and address where he/she can be reached.

1. A brief, clear statement of the facts relating to the concern.
2. Citations to the laws, Association governing documents or rules allegedly not being complied with.
3. A statement that the complainant is requesting ADR as well as action or relief desired.

The ADR provider shall liberally construe matters to be subject to ADR in order to attempt to have the parties resolve the matters without resort to litigation. Thus, if there is a doubt whether ADR applies, it should be resolved in favor of providing ADR. An owner is not required to request or complete ADR before proceeding in court.

1. ADR is not for matters that are personal between the parties and have no material connection to the development. ADR is also not applicable to disagreements with legitimate Board discretionary determination.
2. Board determinations to ignore governing documents or law are not discretionary and are subject to ADR.
3. Matters relating to payment of Association fees or special assessments are subject to ADR only if the allegation is that they are in violation of the governing documents, in which case the

person alleging same must cite specific provisions supporting such claim. If it relates to the yearly assessment, the person must pay the previously agreed upon amount before being eligible for ADR. If to a special assessment, the person must pay the assessment to the Association to be held in escrow pending outcome of the ADR proceedings.

4. ADR is also applicable to the appeal of a fine imposed by the Board.

Any owner desiring to invoke his/her right to ADR shall do so by sending a writing addresses to the Board at the above address.

The Association is only obligated to provide as informal non-binding ADR any cost of which is absorbed by the Board. Any further formal action can be pursued by the ADR requestor.

Approved by Your Lindys Lake Association Board on October 16, 2024.

Elisabeth Keeney, President

John Caggiano, Vice President