

ARTICLE 7
CONSTRUCTION DEFECTS, DISPUTES,
DISPUTE RESOLUTION AND LITIGATION

7.1 Testing for Construction Defects. The Association shall not undertake or authorize any testing, including, without limitation, investigative testing, destructive testing or invasive testing of any kind for defects in construction of any Unit or Common Element or any common elements created under the Master Declaration without first determining, based upon the presence of some readily observable evidence or condition, that a defect may exist. In making such a determination the Board shall rely on the opinions and/or the conclusions of a qualified expert (e.g. a structural engineer); even in the event such evidence or conditions exist, the Association shall not be obligated to authorize or undertake such testing.

(a) Notwithstanding the foregoing, under no circumstances shall the Association authorize such testing as is contemplated under this Section 7.1(a) unless the nature of the suspected defect is such that:

- (i) it poses a significant risk to life, health, safety or personal property; and
- (ii) it threatens or affects the structural integrity, functionality, or performance of the Property (or a portion thereof) for its intended use.

(b) In the event the Board undertakes or authorizes testing for construction defects, then prior to any testing taking place, Declarant and others responsible for the construction shall be entitled to notice of the alleged defect, access to the area of the alleged defect, and an opportunity to inspect the area and repair any defect that is found to exist. Declarant and others responsible for construction shall also be entitled to be present during any testing and may record (via videotape, audio tape, still photographs, or any other recording method) all testing conducted and all alleged defects found.

(c) In the event that testing discloses any defects, Declarant and others responsible for construction shall be given a reasonable amount of time, based on the nature and extent of the defect, to repair or correct the condition. If Declarant or others responsible for construction fail to repair or correct the condition, the Board shall have the right, but not the obligation, to proceed with a Claim pursuant to this Article 7 of this Declaration. In determining whether to proceed with such a Claim, the Board shall be governed by the same standards as set forth in Section 7.6 below.

7.2 Consensus for Association Litigation. Except as provided in this Section 7.1, the Association shall not commence a judicial or administrative proceeding, including without limitation any proceeding required under Section 7.5 below, without: (a) the approval of at least 80% of the Owners; and (b) the affirmative vote of Declarant so long as Declarant owns any Unit. This Section 7.1 shall not apply, however, to: (i) actions brought by the Association to enforce the terms of this Declaration, the Bylaws or the Rules (including, without limitation, the foreclosure of liens); (ii) the imposition and collection of assessments; (iii) proceedings involving challenges to ad valorem taxation; or (iv) counterclaims brought by the Association in proceedings instituted against it. This Section 7.1 shall not be amended unless such amendment

is approved by the percentage of votes, and pursuant to the same procedures, necessary to institute proceedings, as provided for herein.

Prior to the Association or any Owner commencing any judicial or administrative proceeding which arises out of an alleged defects of any Common Element, Unit or Master Common Element, Declarant and others responsible for the construction shall have the right to be heard by the Owners and to access, inspect, correct the condition of, or redesign any portion of the Common Elements or the Units, including any improvement as to which a defect is alleged. In addition, the Association or the Owner shall notify the builder who constructed the subject improvement prior to retaining any other expert as an expert witness or for other litigation purposes.

7.3 Alternative Method for Resolving Disputes. Declarant; the Association, its officers, directors, and committee members; any Owner; all Persons subject to this Declaration; and any Person not otherwise subject to this Declaration who agrees to submit to this Section 7.3 (each such entity being referred to as a "Bound Party") agree to encourage the amicable resolution of disputes, without the emotional and financial costs of litigation. Accordingly, each Bound Party covenants and agrees to submit those claims, grievances or disputes described in Section 7.4 of this Declaration (collectively, "Claims"), to the procedures set forth in Section 7.5 of this Declaration.

7.4 Claims. Unless specifically exempted below, all Claims arising out of or relating to the interpretation, application or enforcement of this Declaration, or the rights, obligations and duties of any Bound Party under this Declaration, or relating to the design or construction of the Units, the Common Elements or the Master Association's common elements shall be subject to the provisions of Section 7.5 of this Declaration.

Notwithstanding the above, unless all parties thereto otherwise agree, the following shall not be Claims and shall not be subject to the provisions of Section 7.5 of this Declaration:

- (a) any suit by the Association against any Bound Party to enforce the provisions of Article 9 of this Declaration (Assessments);
- (b) any suit by the Association or Declarant to obtain a temporary restraining order or injunction (or equivalent emergency equitable relief) and such other ancillary relief as the court may deem necessary in order to maintain the status quo and preserve the Association's ability to act under and enforce the provisions of Article 4 (Covenants, Conditions and Restrictions);
- (c) any suit between or among Owners, to the extent such suit asserts a Claim which would constitute a cause of action independent of this Declaration;
- (d) any suit in which any indispensable party is not a Bound Party; and
- (e) any suit as to which any applicable statute of limitations, has expired or would expire within 180 days of giving the Notice required by subsection 7.5(a) of this Declaration.

With the consent of all parties thereto, any of the above may be submitted to the alternative dispute resolution procedures set forth in Section 7.5.

7.5 Mandatory Procedures.

(a) Notice. Any Bound Party having a Claim ("Claimant") against any other Bound Party ("Respondent") (the Claimant and the Respondent are hereinafter referred to individually, as a "Party," or, collectively, as the "Parties") shall notify each Respondent in writing (the "Notice"), stating plainly and concisely (i) the nature of the Claim, including the Persons involved and Respondent's role in the Claim; (ii) the legal basis of the Claim (i.e., the specific authority out of which the Claim arises); (iii) the proposed remedy; and (iv) the fact that Claimant will meet with Respondent to discuss in good faith ways to resolve the Claim.

(b) Negotiation and Mediation.

(i) The Parties shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in writing, accompanied by a copy of the Notice, the Board may appoint a representative to assist the Parties in negotiation.

(ii) If the Parties do not resolve the Claim within 30 days after the date of the Notice (or within such other period as may be agreed upon by the Parties) ("Termination of Negotiations"), Claimant shall have 30 additional days to submit the Claim to mediation under the auspices of an independent mediation service designated by the Association or, if the Parties otherwise agree, to an independent agency providing dispute resolution services in the Denver, Colorado area.

(iii) If Claimant does not submit the Claim to mediation within such time, or does not appear for the mediation, Claimant shall be deemed to have waived the Claim, and Respondent shall be released and discharged from any and all liability to Claimant on account of such Claim; provided, nothing herein shall release or discharge Respondent from any liability to any Person other than the Claimant.

(iv) Any settlement of the Claim through mediation shall be documented in writing by the mediator and signed by the Parties. If the Parties do not settle the Claim within 30 days after submission of the matter to the mediation, or within such other time as determined by the mediator or agreed to by the Parties, the mediator shall issue a notice of termination of the mediation proceedings ("Termination of Mediation"). The Termination of Mediation notice shall set forth that the Parties are at an impasse and the date that mediation was terminated.

(v) Within 5 days of the Termination of Mediation, the Claimant shall make a final written settlement demand ("Settlement Demand") to the Respondent, and the Respondent shall make a final written settlement offer ("Settlement Offer") to the Claimant. If the Claimant fails to make a Settlement Demand, Claimant's original Notice shall constitute the Settlement Demand. If the Respondent fails to make a Settlement Offer, Respondent shall be deemed to have made a "zero" or "take nothing" Settlement Offer.

(c) Final and Binding Arbitration.

(i) If the Parties do not agree in writing to a settlement of the Claim within 15 days of the Termination of Mediation, the Claimant shall have 15 additional days to submit the Claim to arbitration in accordance with the Rules of Arbitration contained in Exhibit D or such rules as may be required by the agency providing the arbitrator. If not timely submitted to arbitration or if the Claimant fails to appear for the arbitration proceeding, the Claim shall be deemed abandoned, and Respondent shall be released and discharged from any and all liability to Claimant arising out of such Claim; provided, nothing herein shall release or discharge Respondent from any liability to Persons other than Claimant.

(ii) This subsection 7.5(c) is an agreement to arbitrate and is specifically enforceable under the applicable arbitration laws of the State of Colorado. The arbitration award (the "Award") shall be final and binding, and judgment may be entered upon it in any court of competent jurisdiction to the fullest extent permitted under the laws of the State of Colorado.

(d) Allocation of Costs of Resolving Claims.

(i) Each Party, including, without limitation, any Owner and the Association, shall share equally all charges rendered by the mediator(s) and all filing fees and costs of conducting the arbitration proceeding ("Post Mediation Costs"). Under no circumstances shall either Party be entitled to recover its Post Mediation Costs, including any attorneys' fees (except as specifically provided under Section 38-33.3-123 of the Act), from the other party. BY TAKING TITLE TO A UNIT AND AS A MEMBER OF THE ASSOCIATION, EACH OWNER ACKNOWLEDGES AND AGREES THAT SUCH OWNER AND THE ASSOCIATION HAVE WAIVED AND SHALL BE DEEMED TO HAVE WAIVED THE RIGHT TO ANY AWARD OF ATTORNEYS' FEES (EXCEPT AS SPECIFICALLY PROVIDED UNDER SECTION 38-33.3-123 OF THE ACT) IN CONNECTION WITH THE ARBITRATION OF A DISPUTE UNDER THIS SECTION 7.5(d).

(ii) Any Award which is equal to or more favorable to Claimant than Claimant's Settlement Demand shall add Claimant's Post Mediation Costs to the Award, such costs to be borne equally by all Respondents. Any Award which is equal to or less favorable to Claimant than any Respondent's Settlement Offer shall award to such Respondent its Post Mediation Costs. With respect to any Award which is less favorable to Claimant than Claimant's Settlement Demand yet more favorable to Claimant than Respondent's Settlement Offer, each party shall bear its own Post Mediation Costs.

(e) Limitation on Damages. No party, including, without limitation, any Owner and the Association, shall be entitled to receive any award of damages in connection with the arbitration of a Dispute other than such party's actual damages, and Declarant, the Association and any Owner shall be deemed to have waived their right to receive any damages in a Dispute other than actual damages, including, without limitation, attorneys' fees (except as specifically provided under Section 38-33.3-123 of the Act), special damages, consequential damages, and punitive or exemplary damages. BY TAKING TITLE TO A UNIT AND AS A MEMBER OF THE ASSOCIATION, EACH OWNER KNOWINGLY AND WILLINGLY ACKNOWLEDGES AND AGREES THAT SUCH OWNER AND THE ASSOCIATION

HAVE WAIVED AND SHALL BE DEEMED TO HAVE WAIVED, IN CONNECTION WITH THE ARBITRATION OF ANY DISPUTE UNDER SECTION 7.5(c), THE RIGHT TO ANY AWARD OF CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR OTHER NON-COMPENSATORY DAMAGES OR SIMILAR DAMAGES, INCLUDING ALL DAMAGES FOR EMOTIONAL DISTRESS, WHETHER FORESEEABLE OR UNFORESEEABLE AND REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED ON (BUT NOT LIMITED TO) CLAIMS ARISING OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY OR CONDITION, BREACH OF CONTRACT, VIOLATION OF BUILDING CODES (LOCAL, STATE OR FEDERAL), CONSTRUCTION DEFECTS, MISREPRESENTATION OR NEGLIGENCE OR OTHERWISE.

(f) Multiple Party Disputes. Multiple party disputes or claims not consolidated or administered as a class action pursuant to the following sentence will be subject to, and will be arbitrated individually. Only with the written request of all parties involved, but not otherwise, the "Arbitrator" (as defined in Exhibit D attached hereto) may: (i) consolidate in a single arbitration proceeding any multiple party claims that are substantially identical, and (ii) arbitrate multiple claims as a class action in accordance with the rules and procedures adopted by Construction Arbitration Services, Inc. ("CAS").

(g) Enforcement of Resolution. If the Parties agree to a resolution of any Claim through negotiation or mediation in accordance with Section 7.5(b) above and any Party thereafter fails to abide by the terms of such agreement, or if any Party fails to comply with an Award, then any other Party may file suit or initiate administrative proceedings to enforce such agreement or Award without the need to again comply with the procedures set forth in this Section 7.5. In such event, the Party taking action to enforce the agreement or Award shall be entitled to recover from the non-complying Party (or if more than one non-complying Party, from all such Parties pro rata) all costs incurred in enforcing such agreement or Award, including, without limitation, attorneys' fees and court costs to the extent specifically provided under Section 38-33.3-123 of the Act.

7.6 Legal Proceedings. Subject to the provisions of Sections 7.1 through 7.5 of this Declaration, the Association shall have the right, but not the obligation, to institute legal proceedings to enforce all rights under this Declaration, the Bylaws and the Rules, or the Master Declaration and the bylaws and rules of the Master Association (collectively, the "Master Documents"). The decision to institute legal proceedings by seeking the approval of at least 80% of the Owners pursuant to Section 7.1 of this Declaration, shall be in the sole discretion of the Board and shall be governed by the considerations detailed in Sections 7.1, if applicable. Failure to commence such legal proceedings shall not constitute a waiver of any such rights. ANY LIMITATIONS ON DAMAGES AND ALL WAIVERS OF LIABILITY AND RIGHTS TO AWARDS OF DAMAGES SET FORTH IN ANY SECTION OF THIS DECLARATION WITH RESPECT TO OWNERS, INCLUDING, WITHOUT LIMITATION, SECTIONS 7.5(c), 7.5(e) AND 7.5(f), SHALL APPLY WITH EQUAL FORCE AND EFFECT WITH RESPECT TO THE ASSOCIATION IN ANY LEGAL PROCEEDINGS INSTITUTED BY THE ASSOCIATION UNDER THIS SECTION 7.6.

7.7 Enforcement of Declaration, Bylaws, Rules and Master Documents.

(a) Sanctions and Self-Help. After notice and an opportunity to be heard as provided in the Bylaws, the Association, acting through the Board or any authorized agent, may: (i) impose sanctions (including, without limitation, reasonable monetary fines) for violations of this Declaration, the Bylaws, the Rules, the Master Declaration or the Master Documents; (ii) exercise self-help to cure any violations of this Declaration, the Bylaws or the Rules that an Owner of Permittee fails or refuses to cure; and (iii) suspend any services it provides to any Owner who is more than 15 days delinquent in paying any Assessment or other charge due to the Association. All of the remedies set forth in this Declaration and the Bylaws shall be cumulative of each other and any other remedies available at law or in equity. If the Association prevails in any action to enforce the provisions of this Declaration, the Bylaws, the Rules or the Master Documents, it shall be entitled to recover all costs, including, without limitation, attorneys' fees and court costs to the extent specifically provided under Section 38-33.3-123 of the Act), reasonably incurred by it in such action.

(b) No Waiver. In no event shall the Association's failure to enforce any covenant, restriction or rule provided for in this Declaration, the Bylaws, the Rules or the Master Documents constitute a waiver of the Association's right to later enforce such provision or any other covenant, restriction or rule.

ARTICLE 8

MOLD DISCLOSURE & WAIVER

Mold, mildew, fungi, bacteria and microbiologic organisms (collectively, "Mold") are present in soil, air and elsewhere in the environment. Mold can proliferate in various environments, including, among others, damp areas such as bathrooms and within walls and partitions. Certain parties have expressed concerns about the possible adverse effects on human health from exposure to Mold. Due to various reasons, including the varying sensitivities of different individuals to various types of Mold and other contaminants, as of the date of this Declaration, no state or federal standards regarding acceptable levels of exposure to Mold exist. According to the Consumer Product Safety Commission and the American Lung Association, some diseases or illnesses have been linked with biological pollutants in the indoor environment, including some forms of Mold. However, it is believed that many of these conditions may also have causes unrelated to the indoor environment. Therefore, as of the date of this Declaration, it is unknown how many potential health problems relate primarily or exclusively to indoor air quality or Mold. Each Owner, by taking title to a Unit, is advised that Declarant, the Association and the Master Association are not qualified and have not undertaken to evaluate all aspects of this very complex issue. Each Owner, by taking title to a Unit, acknowledges that Declarant, the Association and/or the Master Association have not performed any testing or evaluation of, and make no representations or warranties, express or implied, concerning, the past, current or future presence or absence of Mold in the Unit, any Limited Common Elements allocated to the Unit, any Common Element Wall(s) located within the Unit, or any other Common Elements or in the vicinity of the Unit, in the vicinity of any Limited Common Elements allocated to the Unit in the vicinity of any Common Element Wall(s) located within the Unit, in the vicinity of any other Common Elements or within the vicinity of the Property. Declarant, the Association and the Master Association recommend that each Owner, at the Owner's expense, conduct its own

investigation and consult with such experts as the Owner deems appropriate regarding the occurrence and effects of Mold, the potential sensitivity or special risk the Owner, his or her family members, and others individuals who will occupy or use the Unit, any Limited Common Elements allocated to the Unit, or any Common Element Wall(s) located within the Unit, may have with respect to Mold, and methods to reduce or limit Mold within the Unit, any Limited Common Elements allocated to the Unit, or any Common Element Wall(s) located within the Unit.

When excessive moisture or water accumulates indoors, Mold growth can and will occur, particularly if the moisture problem remains unaddressed. There is no practical way to eliminate all Mold in an indoor environment. The key to controlling indoor Mold growth is to control moisture. Each Owner, by taking title to a Unit, agrees to maintain the Unit, any Limited Common Elements allocated to the Unit, and any Common Element Wall(s) located within the Unit in such a manner as to reduce the potential for increased Mold formation or growth, including, without limitation, keeping dryer and other vents and/or fans clear and functioning, and preventing and repairing plumbing, window and other leaks and sources of moisture. Each Owner, by taking title to a Unit, agrees to make periodic inspections of the Unit, any Limited Common Elements allocated to the Unit, and any Common Element Wall(s) located within the Unit for the presence of Mold or conditions which may increase the ability of Mold to propagate within the Unit, any Limited Common Elements allocated to the Unit, and any Common Element Wall(s) located within the Unit, and to monitor the Unit, any Limited Common Elements allocated to the Unit, and any Common Element Wall(s) located within the Unit on a continual basis for excessive moisture, water or Mold accumulation. If water or moisture is discovered in or around the Unit, any Limited Common Elements allocated to the Unit, or any Common Element Wall(s) located within the Unit, the Owner, by taking title to a Unit, agrees to immediately seek to eliminate the source of the water or moisture. Failure to eliminate the source of moisture can result in additional damage and the growth of Mold. Declarant will not be responsible for damages, and each Owner, by taking title to a Unit, hereby waives all rights to damages and subrogation of damages. Each Owner, by taking title to a Unit, agrees to indemnify Declarant, the Association and the Master Association and hold Declarant, the Association and the Master Association harmless from damages, including in all cases personal injury or property damage, caused by the presence of Mold and/or water or moisture in the Unit or other portions of the Property to the extent that the damages are caused by: (i) the Owner's negligence or failure to properly maintain and monitor the Unit, any Limited Common Element allocated to the Unit, or any Common Element Wall(s) located within the Unit; or (ii) the Owner's failure to promptly take appropriate corrective measures and minimize any damage caused by water or moisture (including, without limitation, failure to promptly notify and engage the help of appropriate professionals or experts).

ARTICLE 9 **ASSESSMENTS**

9.1 General Assessments. Each Unit is subject to assessments for the Unit's Common Allocation of all Common Expenses (the "General Assessments"). General Assessments will commence not later than 60 days after the conveyance of the first Condominium to an Owner other than Declarant. General Assessments will be calculated, paid, adjusted and reconciled in accordance with the following provisions:

EXHIBIT D

ARBITRATION RULES

Claimant shall submit a Claim to arbitration under these Arbitration Rules by giving written notice to all other Parties stating plainly and concisely the nature of the Claim, the remedy sought and Claimant's submission of the Claim to arbitration ("Arbitration Notice").

1. Any arbitration conducted under these Rules and in connection with any Claim arising out of or relating to the interpretation, application, or enforcement of the Declaration, or relating to the design or construction of the Common Elements, shall conform with and be subject to the rules and procedures adopted and routinely applied by Construction Arbitration Services, Inc. ("CAS").

2. The Parties shall select a panel of arbitrators (the "Panel") as follows ("Party Appointed Arbitrators"): all of the Claimants shall agree upon one Party Appointed Arbitrator, and all the Respondents shall agree upon one Party Appointed Arbitrator. The Party Appointed Arbitrators shall, by agreement, select one Additional arbitrator ("Additional").

3. If the Panel is not selected under Rule 1 within 45 days from the date of the Arbitration Notice, any party may notify the nearest chapter of The Community Associations Institute, for any dispute arising under the Declaration, the Bylaw, the Rules or the Master Documents, or CAS for any dispute relating to the design or construction of improvements on the Common Elements, which shall appoint one Additional ("Appointed Additional") and shall notify the Appointed Additional and all Parties in writing of such appointment. The Appointed Additional shall thereafter be the sole arbitrator and any Party Appointed Arbitrators or their designees shall have no further duties involving the arbitration proceedings.

4. No Person may serve as an Additional in any arbitration in which that Person has any financial or personal interest in the result of the arbitration. Any Person designated as a Additional or Appointed Additional shall immediately disclose in writing to all Parties any circumstance likely to affect impartiality, including any bias or financial or personal interest in the outcome of the arbitration ("Bias Disclosure"). If any Party objects to the service of any Additional or Appointed Additional after receipt of that Additional's Bias Disclosure, such Additional or Appointed Additional shall be replaced in the same manner in which that Additional or Appointed Additional was selected.

5. The Appointed Additional or Additional, as the case may be ("Arbitrator") shall fix the date, time and place for the hearing. The place of the hearing shall be at a place mutually agreed to by the parties unless otherwise agreed by the Parties. In fixing the date of the hearing, or in continuing a hearing, the Arbitrator shall take into consideration the amount of time reasonably required to determine Claimant's damages accurately.

6. Any Party may be represented by an attorney or other authorized representative throughout the arbitration proceedings. In the event the Respondent fails to

participate in the arbitration proceeding, the Arbitrator may not enter an Award by default, but shall hear Claimant's case and decide accordingly.

7. All Persons who, in the judgment of the Arbitrator, have a direct interest in the arbitration are entitled to attend hearings. The Arbitrator shall determine any relevant legal issues, including whether all indispensable parties are Bound Parties or whether the claim is barred by the statute of limitations.

8. The hearing shall be conducted in whatever manner will, in the Arbitrator's judgment, most fairly and expeditiously permit the full presentation of the evidence and arguments of the Parties. The Arbitrator may issue such orders as it deems necessary to safeguard rights of the Parties in the dispute without prejudice to the rights of the Parties or the final determination of the dispute.

9. Notwithstanding the foregoing, multiple party disputes or claims not consolidated or administered as a class action pursuant to the following sentence will be subject to, and will be arbitrated individually. Only with the written request of all parties involved, but not otherwise, the Arbitrator may: (i) consolidate in a single arbitration proceeding any multiple party claims that are substantially identical, and (ii) arbitrate multiple claims as a class action in accordance with the rules and procedures adopted by CAS.

10. If the Arbitrator decides that it has insufficient expertise to determine a relevant issue raised during arbitration, the Arbitrator may retain the services of an independent expert who will assist the Arbitrator in making the necessary determination. The scope of such professional's assistance shall be determined by the Arbitrator in the Arbitrator's discretion. Such independent professional must not have any bias or financial or personal interest in the outcome of the arbitration, and shall immediately notify the Parties of any such bias or interest by delivering a Bias Disclosure to the Parties. If any Party objects to the service of any professional after receipt of a Bias Disclosure, such professional shall be replaced by another independent licensed professional selected by the Arbitrator.

11. No formal discovery shall be conducted in the absence of order of the Arbitrator or express written agreement among all the Parties. The only evidence to be presented at the hearing shall be that which is disclosed to all Parties at least 30 days prior to the hearing; provided, however, no Party shall deliberately withhold or refuse to disclose any evidence which is relevant and material to the Claim, and is not otherwise privileged. The Parties may offer such evidence as is relevant and material to the Claim, and shall produce such additional evidence as the Arbitrator may deem necessary to an understanding and determination of the Claim. The Arbitrator shall be the sole judge of the relevance and materiality of any evidence offered, and conformity to the legal rules of evidence shall not be necessary. The Arbitrator shall be authorized, but not required, to administer oaths to witnesses.

12. The Arbitrator shall declare the hearings closed when satisfied the record is complete.

13. There will be no post hearing briefs.

14. The Award shall be rendered immediately following the close of the hearing, if possible, and no later than 14 days from the close of the hearing, unless otherwise agreed by the Parties. The Award shall be in writing, shall be signed by the Arbitrator and acknowledged before a notary public. If the Arbitrator believes an opinion is necessary, it shall be in summary form.

15. Except with respect to awards of attorneys' fee and expenses only to the extent specifically provided under Section 38-33.3-123 of the Act, no party shall be entitled to receive any award of damages in connection with the arbitration of a Dispute other than such party's actual damages. All parties to an arbitration conducted under these Rules shall be deemed to have waived their right to receive any damages other than actual damages, including, without limitation, special damages, consequential damages, and punitive or exemplary damages.

Each Party agrees to accept as legal delivery of the Award the deposit of a true copy in the mail addressed to that Party or its attorney at the address communicated to the Arbitrator at the hearing.