

Dispute shall be released and discharged from any and all liability to the Disputing Party on account of such Dispute; provided, nothing herein shall release or discharge such party or parties from any liability to Persons not a party to the forgoing proceedings.

The existing parties to the Dispute shall cooperate in good faith to ensure that all necessary and appropriate parties are included in the arbitration proceeding. Neither the Declarant nor any Builder shall be required to participate in the arbitration proceeding if all parties against whom the Declarant or such Builder would have necessary or permissive cross-claims or counterclaims are not or cannot be joined in the arbitration proceedings. Subject to the limitations imposed in this **Subsection 10.4.3**, the arbitrator shall have the authority to try all issues, whether of fact or law.

**10.4.3.1 Place.** The arbitration proceedings shall be heard in Maricopa County, State of Arizona.

**10.4.3.2 Arbitration.** A single arbitrator shall be selected in accordance with the rules of AAA from panels maintained by the Master Association with experience in relevant matters, which are the subject of the Dispute. The arbitrator shall not have any relationship to the parties or interest in the Property. The parties to the Dispute shall meet to select the arbitrator within ten (10) days after service of the initial complaint on all defendants named therein.

**10.5 Enforcement of Resolution.** If the parties to a Dispute resolve such Dispute through negotiation or mediation in accordance with **Subsection 10.4.1** or **Subsection 10.4.2** above, and any party thereafter fails to abide by the terms of such negotiation or mediation, or if the parties accept an award of arbitration in accordance with **Subsection 10.4.3** and any party to the Dispute thereafter fails to comply with such award then the other party to the Dispute may file suit or initiate proceedings to enforce the terms of such negotiation, mediation, or the award without the need to again comply with the procedures set forth in this Article. In such event, the party taking action to enforce the terms of the negotiation, mediation, or the award shall be entitled to recover from the noncomplying party (or if more than one noncomplying party, from all such parties pro rata), all costs incurred to enforce the terms of the negotiation or mediation or the award including, without limitation, attorneys fees and court costs.

**10.6 Conflicts.** Notwithstanding anything to the contrary in this Declaration, if there is a conflict between the Article and any other provision of the Community Documents, this Article shall control.

**10.7 Arizona Statute Compliance.** In the event a court of competent jurisdiction invalidates all or part of this **Article 10** regarding the resolution of Disputes, and litigation becomes unfortunately necessary, the Declarant, each Builder, the Master Association, the Board, and all Owners shall be bound by the applicable Arizona Construction Defect Statute presently codified at A.R.S. § 33-1901.