

KEYSTONE RANCH ASSOCIATION, INC.
BUDGET RATIFICATION MEETING
January 7, 2023

I. Roll Call

The Keystone Ranch Association, Inc. Budget Ratification Meeting was called to order at 10:07 a.m.

Board Members Present Were:

John Pringle, President
Kris Ciccolo, Director

Jayne Karl, Vice President

Owners Present Were:

William Fuller
William Swagman

Mike Quinn

Representing Basic Property Management was Gary Nicholds.

Lauren Hitchell of Summit Management Resources transcribed the minutes from notes.

II. Owner Comments

William Fuller objected to the meeting, stating that the meeting had not been properly noticed and was therefore in violation of the governing documents. Gary Nicholds responded that the first called meeting on December 28, 2022, for budget ratification was short of the minimum 10-day notice by one day. The meeting date was once again set for January 7, 2023, and the proper notice was given per the HOA Bylaws.

Gary Nicholds explained that if the Board approved budget is not vetoed by a majority of all owners, it is automatically approved per the Colorado Common Interest Ownership Act.

A request was made if anyone wanted to veto the budget. No one voiced a veto and the 2023 Budget was ratified.

III. Adjournment

The meeting was adjourned at 10:18 a.m.

Approved By: _____ Date: _____
Board Member Signature

**Notice of the Special Meeting of the Board of Managers
of the Keystone Ranch Homeowners Association**

DATE: MARCH 2, 2023

A Special Meeting of the Board of Managers of the Keystone Ranch Homeowners Association (“Association”) will be held via Zoom at on Friday, March 3, 2023 at 10:00 AM.

The purposes of both meetings are set forth as follows:

1. Roll Call
2. Determination of quorum, waiver of meeting notice
3. Election of chairman and meeting secretary
4. New Business.
 - a. Vote to go into executive session to receive advice from the Association’s counsel concerning litigation filed against the Association.
 - b. Executive session with counsel for Association concerning litigation filed against the Association.
5. Adjournment.

Keystone Ranch Homeowners Association

/s/ John Pringle

John Pringle, President

KEYSTONE RANCH ASSOCIATION, INC.
SPECIAL MEETING OF THE BOARD OF DIRECTORS
March 3, 2023

I. Roll Call

The Keystone Ranch Association, Inc. Special Meeting of the Board of Directors was called to order at 10:00 a.m.

Board Members Present Were:

John Pringle, President
Chris Ornes, Treasurer
Kris Ciccolo, Director

Jayn Karl, Vice President
Vince Donahue, Director

Counsel Present:

Seth Murphy, Esq.

II. Order Of Business

John Pringle called the meeting to order at 10:05 a.m. By unanimous vote, the Board voted to go into executive session for the purpose of conferring with counsel concerning pending litigation filed by Our Lady of the Ranch, LLC (William Fuller) (the "pending litigation").

The Board entered into executive session for the purpose of receiving legal advice from their attorney regarding the pending litigation. The Board came out of executive session at 12:45 p.m. with the Board taking no further action.

III. Adjournment

The meeting was adjourned at 12:45 p.m.

Approved By: _____

Board Member Signature

Date: _____

3-21-23

Keystone Ranch Board of Managers Meeting
June 30, 2023
10:00 am

Location: Conference Room, Offices of Basic Property Management

Call to Order: Meeting called to order at 10:12 am

Present:

John Pringle
Chris Ornes
Kris Ciccolo
Vince Donahue
Jayn Karl

Representing Basic Property Management:

Gary Nicholds
Eric Nicholds
Bill Cadwallader

Notice of Meeting:

Mr. Pringle confirmed that the Notice of Meeting had been posted on the HOA website 10 days in advance of the meeting.

Upcoming Owners Annual Meeting:

Schedule. Meeting is scheduled for 10 am Saturday, July 1 in the Mountain House 2nd floor cafeteria area. Mr. Pringle advised that he anticipated a smooth and efficient meeting tomorrow and that no guest speakers had been invited.

Technology. Mr. Eric Nicholds reviewed technology. He will be there 1 hour early for set-up. There will be 2 computers (one backup) and a 65" TV for Zoom participants.

Proxies. A number of written proxies had been submitted and will be available for the meeting.

Review of Agenda:

- Call Meeting to Order
- Introductions
- Verification of Notice. Mr. Eric Nicholds explained this is the statement that notice was mailed to members 30 days in advance of the meeting.
- Approval of 2022 Annual Meeting Minutes.
- Owner Forum. Discussion re: correction to agenda to include owner forum. Per bylaws, 3 minutes are allotted per person for comments. Sign-in sheet will be at front table and someone will be at front table to ensure interested parties see sheet and sign in.

- YTD Financial Report. This will be provided by Basic Property Management.
- Owner Education. Discussion among members regarding possible topics. Decision was to update the homeowners on the Town of Keystone Incorporation. This is timely in light of the Keystone Charter Commission and the Election Commission meetings this past week.
- Basic Property Management Report. Mr. Cadwallader will provide a report of tasks undertaken this winter and spring to have Keystone Ranch in shape for the summer season.
- Old Business
 - Metering. John Pringle will summarize history of water in the community, ownership of water system by Vail Resorts, water discussions and metering discussions and negotiations. Installation of the water meters was planned for summer 2023, however delays in receiving equipment/parts have pushed installation out to the summer of 2024. 2023 HOA dues were largely increased to replenish the water reserve fund in order to recover the cost of the water meters over a 3-year period. The alternative to the dues increase would have been a one-time special assessment to homeowners.
- New Business
 - Irrigation systems. Mr. Pringle will emphasize to owners of importance of water conservation. Reminder that lot lines are very close to homes and watering of common areas is not permitted. The Board will request that homeowners “self-regulate” by cutting back or eliminating use of any watering systems. This will be further addressed in the future once meters have been installed and are operating.
 - Amendment to Declarations regarding rentals and commercial activities: passed by homeowners, recorded and posted on website.
 - Discussion of general provisions of the amendment;
 - Board’s next step is to create a link on the website for owners to register their rentals;
 - Provide “who to call” list in the event there are complaints;
 - Enforcement: some rules are already in place to address violations. The Board will develop any additional rules necessary in a working session.
 - Lawsuit
 - A lawsuit has been filed by Mr. William Fuller/Our Lady of the Ranch LLC.
 - The complaint is on the website.
 - Either Mr. Pringle or Mr. Murphy will provide a quick summary of the allegations and the status of the suit at the homeowners’ meeting.
 - HOA’s defense is being paid by the HOA’s insurance carrier.
 - One homeowner has filed to intervene in the lawsuit.
 - Amended and Restated Bylaws
 - Purpose is to combine bylaws and subsequent amendments into one updated document.

- One proposed change is to even out board member elections so that at least one board position is open for election each annual homeowner meeting.
- Pool Agreement
 - The three Ranch HOA boards are close to signing a pool agreement with Vail/Keystone Property Management in order to open the pool as soon as possible.

Next Meeting. A date for the next annual homeowner meeting has not yet been set.

Meeting Adjourned. 11:15 a.m.

KEYSTONE RANCH ASSOCIATION, INC.
ANNUAL MEETING OF THE MEMBERSHIP
July 1, 2023

I. Call to Order

The Keystone Ranch Association, Inc. Annual Meeting of the Membership was called to order by John Pringle at 10:00 a.m. in the Keystone Mountain House and via videoconference*.

II. Roll Call & Proxies

Board Members Present Were:

John Pringle, President	Jayn Karl, Vice President
Chris Ornes, Treasurer	Kris Ciccolo, Secretary
Vince Donahue, Director	

Homeowners Participating (*via videoconference) Were:

Ed & Michelle Balcerzak*	Annette & Stephan Balog
Sandra Bennett	Rickey Brantley*
David Ciccolo	Jim Brown
Crooked Moose Lodge, LLC*	Pam & Greg Gardner
Marianne Hallinan*	Jean Hurteau
Jerry Karl	Thomas Loucks
James Minnick*	David Minton
CJ Ornes	William Fuller*
Gerardo Perez	Mike Polarek
Mike & Joanne Quinn	Elisabeth Rogowski
Richard & Kelly Schlosberg	Diane & Bob Scott
Neil Sherman	Donna & Ephraim Starr
Jeremy Straight	Sherry & Wilson Strong*
Bill & Ann Swagman	Glenn Vaughn
Leslie Wiese & Martin Voogel	Larry & Sue Wood

Leon Levy and Scott Bender of the East Ranch, Seth Murphy, the attorney for the Association, and attorney Joshua Keltner (holding the proxy for William Fuller) were guests at the meeting.

Representing Basic Property Management (BPM) were Gary Nicholds, Eric Nicholds and Bill Cadwallader. Erika Krainz of Summit Management Resources transcribed the minutes from recording.

With membership represented in person and 16 by proxy, a quorum was confirmed.

III. Verification of Notice

Notice of the meeting was sent.

IV. Approval of 2022 Annual Meeting Minutes

Motion: A motion was made to approve the minutes of the July 1, 2022 Homeowner Meeting as presented. The motion was seconded and carried.

V. Owner Forum

1. Jeremy Straight commented that there was no resolution since the last meeting regarding formation of a non-Board driven committee for compromise to short-term rental restrictions. He suggested having a presentation by a Summit County real estate professional at future meetings to provide insight into the workings of the market.
2. Marianne Hallinan commented that Michael Lindenbaum was present at last year's meeting but not her sister. She questioned the accuracy of the list of attendees.

VI. Year-to-Date Financial Report

As of May 31, 2023, the Operating Cash balance was \$220,010 and the Reserve Cash balance was \$1,185,712. There was an Operating deficit of \$3,072 and a Reserve surplus of \$36,658 for an overall surplus of \$31,925.

VII. Owner Education

Kris Ciccolo said the vote to incorporate the Town of Keystone as a Home Rule town passed in March. Nine individuals were elected to serve on the Keystone Charter Commission, which approved the Home Rule Charter last week. It has been forwarded to the Election Commission and there will be an election on September 26, 2023. If it passes, another election will follow to elect Town Council. There is more information available at www.incorporatekeystone.wildapricot.org.

VIII. Basic Property Management Report

Bill Cadwallader, the onsite Property Manager, reviewed completed projects.

1. The compactor was replaced and it is working well.
2. There was consistent snow this past winter and it was cold, which prolonged the season.
3. The guard shack was hit by a Vail Resorts vehicle in December. Vail Resorts paid most of the repair cost and the remainder was split among the three associations.
4. The road shoulder cleanup was finished last month.
5. Summit County picked up slash last week.
6. The weed spraying and dead tree removal are in progress.
7. The tennis and pickleball nets are up.
8. The landscaping flats came in this week and they were planted. An irrigation system is in place at the guard shack.
9. A-Peak Asphalt did crack sealing and seal coating at the front entrance.
10. The speed bump is protecting the irrigation lines for the flowers.

IX. Real Estate Report

John Pringle reported that as of June 28, 2023, there were four listings in the three Ranches with one in East Ranch, one in Keystone Ranch and two in West Ranch. Five homes have sold in the three Ranches in the past year. There are 15 single family homes listed in Keystone, equating to an inventory of 10 months, 4 months of inventory for condominiums and 8 months of inventory for home sites. There are currently 69 properties listed in Keystone, equating to 1.9% of total inventory. Year-to-date residential sales are down 54% compared to last year and down 25% for all of Summit County. The median sales price was \$830,000 last year and is \$875,000 this year, a 5.4% increase. The highest price condominium sale was \$2.265 million in The Timbers and the highest price single family home sale was \$5.350 million in Dercum's Dash.

There are three new development projects in Keystone. Kindred will feature 95 residential units (with 60 under contract), a Rock Resorts branded and managed hotel and commercial space. There are six active listings for one to four bedroom units ranging in price from \$1.4 - \$4.595 million. The project should be completed in 2025. The Alcove Townhomes will be a 24-unit development in the Gold Bug lot with three and four bedroom units with two car garages. The original pricing was \$2.4 - \$4.0 million. At the September launch event, 20 of 24 units sold. There are four unsold units with two and three bedrooms that were just put back on the market listed at \$4.1 - \$4.3 million. Another new project near the Keystone Lodge will be Brightwood Lofts, consisting of 54 residential condominiums in two buildings with one to three bedroom units.

John Pringle addressed the most recent property valuations. The market valuation approach is used for Keystone properties. The assessed values were based on comparable sales for the past five years with the focus on sales between July 1, 2020 – June 30, 2022. The Assessor is stunned by the unprecedented rapid increase in property values during the COVID pandemic. The assessor anticipates the property values will go down again. The website www.co.summit.co.us can provide access to the comps used to determine values by entering the property schedule number.

X. Old Business

A. *Metering*

Vail Resorts owns the water system that services 109 homes in the East Ranch and Keystone Ranch, the Ranch restaurant, pro shop, golf maintenance building and pool. West Ranch is on the East Dillon Water District system. Vail Resorts hired an engineering firm Tetrattech to do an engineering study and they provided recommendations. The Keystone Ranch and East Ranch Boards hired another engineer to validate the Tetrattech findings. They recommended tank repairs, computer system improvements, a new well, line looping and metering. Vail Resorts has now agreed to move forward with the metering. The initial cost estimate was \$335,000 with \$196,000 being this Association's share, but the cost is coming down. Supply chain issues have delayed the project until next summer. The meters will be remote access, allow for immediate leak detection, potentially reduce consumption and result in more equitable billing. Dues were increased this past year to recoup the water meter expense. Once the meters are installed, the \$40/home/month fee will be eliminated and owners will be direct billed by Vail Resorts for their water usage.

XI. New Business

A. *Irrigation Systems*

Installation of irrigation systems requires Board approval. Not all properties have irrigation systems. No requests for approval have been submitted in recent years. Once the water meters are installed, there will be a better understanding of water consumption. Enforcement of irrigation restrictions may occur in the future.

B. *Amendment to Declarations*

The second amendment regarding rentals and commercial use passed on March 15, 2023 with approval by 67% of the membership. It will be effective June 1, 2024. Owners are permitted to rent their property four times annually, with no distinction made between short term and long term rentals, with two people per bedroom plus two, maximum of ten. Violations should be reported to the Summit County short term rental hotline. The Board will be working on how this will be enforced between now and June 1, 2024.

C. *Lawsuit*

Owner William Fuller has filed a lawsuit against the Association. HOA attorney Seth Murphy said the insurance company has hired two attorneys to defend the Association. The lawsuit was initially filed to try to stop the vote on the Declarations amendment but it was unsuccessful. The lawsuit is now challenging the validity of the vote and lists several other complaints. The estimated timeline for resolution is 1 – 1.5 years.

D. *Amended & Restated Bylaws*

The Bylaws were last rewritten in 1995. There have been some amendments since then. The recently amended and restated Bylaws were sent to all owners with the meeting notice. Highlights of the changes, some of which were for compliance with CCIOA, included:

1. The length of notice for Annual Meetings was changed from 14 to 10 days.
2. The vote in 2016 to eliminate term limits was reaffirmed.
3. The quorum requirement was reduced from 25% to 20%.
4. Board terms are staggered.

The goal is to consolidate all previous amendments into one document.

There was a request to provide a summary of the changes made and also a redlined copy to all owners for review so they understand the changes that have been made.

Seth Murphy explained that the new draft of the Bylaws is amended and restated, meaning that the original Bylaws are being replaced in their entirety. The original Bylaws are not the basis for the revised version so there is no redlined version; they are two unique documents.

Joshua Keltner noted his objections to Section 13, which has language that is significantly broader than the original. He said without a redlined version, the owners have no way to determine what was changed. He felt it would be appropriate to have a secret ballot, which must be conducted if there is a request from 20% of the membership. He added that the lawsuit is about the validity of previous amendments in 2008 and 2016.

Motion: Marianne Hallinan moved to table approval of the Amended and Restated Bylaws until the owners have a redlined copy and summary for review. Ed Balcerzak seconded. The motion did not carry with 9 in favor and 19 opposed.

Motion: Ephraim Starr moved to approve the Amended and Restated Bylaws. The motion was seconded.

Joshua Keltner noted several other areas of concern in the new draft, including the elimination of term limits, the lack of specific requirements related to Board indemnification, a lack of specific requirements for maintenance and inspection of records and the ability for the Board to approve changes to the Bylaws without convening a meeting of the membership.

William Fuller then requested that the vote to approve the Amended and Restated Bylaws be conducted by secret ballot. Seth Murphy said a single member of the Association can request a vote by secret ballot under the existing Bylaws, and that was another item that was being changed in the Amended and Restated Bylaws: A secret ballot requires more than 20% of the members present to require a secret ballot.

Based upon William Fuller's request, the Board agreed to conduct the vote by secret ballot and the process was explained. William Fuller and Joshua Keltner objected to the process and noted that the validity of any vote today on this matter may be called into question.

Owner Leslie Weise requested that the minutes reflect Joshua Keltner did not properly disclose that he was William Fuller's legal counsel but did identify that he was present on the call as William Fuller's proxy, even though William Fuller was also on the call. She asked Joshua Keltner to clarify the authority for him to act as proxy but he declined.

All owners present cast paper ballots and owners online were given until 5:00 p.m. to cast their votes by sending an email to BPM. The Board appointed BPM to serve as the third party to count the ballots and William Fuller objected. An owner volunteer committee consisting of Neil Sherman, Larry Wood and Jerry Karl was thereafter appointed. The process to be followed for the secret ballot counting was explained to BPM and the committee by Seth Murphy, and the committee agreed to meet at BPM's office in Dillon on Monday, July 3, 2023 at 9:00 a.m. to count the secret ballots.

On July 3, 2023, the results of the secret ballot vote were reported: 37 in favor of adopting the Amended and Restated Bylaws and 4 opposed.

E. Ranch Pool Agreement

The Board has been trying to establish an agreement with Vail Resorts for the Ranch pool since 2013. Vail Resorts presented a pool agreement in June 2023, but it had numerous errors and omissions. Vail Resorts indicated that they would not open the pool unless the agreement was signed. Keystone Ranch owners pay about \$28/owner/month for access to the pool. In a show of hands, a number of the owners present indicated it was an important

amenity for them. John Pringle said one of the issues with the agreement is language that would allow Vail Resorts to provide access to outside parties. There was discussion about the ownership and legal responsibility. Seth Murphy said the pool and land are Vail Resorts property but there is indemnity language in the agreement. There was a suggestion to have Vail sell memberships. John Pringle noted that the annual operating cost for the pool is about \$60,000 and it is unlikely they would be able to cover operating costs through memberships. There was a suggestion to approach Vail about the Ranch Associations buying the pool. Seth Murphy said this was discussed years ago, and there was some level of interest from Vail, but Vail then decided it was not willing to fund the cost of subdividing the land.

F. Guard Shack

The guard shack was hit and damaged by a Vail service vehicle. The roof and broken window were replaced.

G. Pets

Owners are reminded to keep their pets on a leash.

H. Ranch Picnic and Golf

The picnic was held yesterday and it was well attended. The golf event will be 8:00 a.m. on July 4th.

I. Recognition

John Pringle was recognized for the work he has done on behalf of the Association.

XII. Set Next Meeting Date

The next Annual Meeting date was not set.

XIII. Adjournment

The meeting was adjourned at 1:00 p.m.

Approved By: _____
Board Member Signature

Date: _____

Keystone Ranch
Homeowners' Association Meeting
Real Estate Report
July 1, 2023

John Pringle

Slifer Smith & Frampton Real Estate

970-389-0645 jpringle@slifersummit.com KeystoneResortRealEstate.com

East Ranch, Keystone Ranch, Keystone West Ranch Current Listings as of June 28, 2023

Complex Subdiv	Address	Beds Baths	Liv Area SF	List Price	Price/SQFT	Year Built	DOM
EAST RANCH	17 EDELWEISS CIRCLE	5 6.0	5,530	\$3,475,000	628.39	2006	14
KEYSTONE RANCH SUB	272 PENSTEMON ROAD	5 6.0	5,772	\$2,995,000	518.88	1981	39
KEYSTONE WEST RANCH SUB	28 SPRUCE CIRCLE	4 6.0	3,653	\$2,650,000	725.43	1993	8
KEYSTONE WEST RANCH SUB	862 PENSTEMON ROAD	5 6.0	5,376	\$3,500,000	651.04	2002	6

East Ranch, Keystone Ranch, Keystone West Ranch Sold Past 12 Months as of June 28, 2023

Complex Subdiv	Address	Beds Baths	Liv Area SF	Sold Price	Sold Date	Price/SQFT	DOM	Year Built
EAST RANCH	111 FORGET ME NOT LANE	5 7.0	4,675	\$3,260,000	10/21/2022	697.33	3	1989
KEYSTONE RANCH SUB	84 CLOVER LANE	4 4.0	4,265	\$2,625,000	08/15/2022	615.47	10	1991
KEYSTONE RANCH SUB	162 PENSTEMON ROAD	4 5.0	3,332	\$2,350,000	09/16/2022	705.28	25	2012
KEYSTONE RANCH SUB	1649 KEYSTONE RANCH RC	4 5.0	3,804	\$2,425,000	11/22/2022	637.49	8	1990
KEYSTONE WEST RANCH SUB	140 GOLDEN ROD CIRCLE	5 6.0	4,669	\$2,700,000	03/10/2023	578.28	174	1999

Source: Summit Realtors MLS

Snapshot of the Keystone Real Estate Market

As of June 26, 2023

	# Listed	# U/C	# Sold 12 Mos.	Inventory
Condo/TH/Dup:	52	96	157	.33 yr/4 mo.
Single Family:	15	1	18	.83 yr/10 mo.
Total Residential:	67	97	175	.38 yr/4.6 mo.
Homesites:	2	1	3	.67 yr/8 mo.
Grand Total:	69*	98	178	

*Approx. 1.9% of total inventory

Keystone YTD Residential Sales: 58 vs. 125 YTD 2022 = -54%

Summit County YTD Residential Sales: 487 vs. 646 YTD 2022 = -25%

Source: Summit Realtors MLS

Keystone YTD # Residential Sales as of June 26th: 125* 2022 vs. 58 2023 = -54%

Summit County #YTD Residential Sales as of June 26th: 646 2022 vs. 487 2023 = -25%

*incl. 25 Clearwater Lofts sales

	Keystone Residential Sales		Year-to-Year Comparison		As of June 26, 20XX		
	<u>2020</u>	<u>2021</u>	<u>% chg</u>	<u>2022</u>	<u>% chg</u>	<u>2023</u>	<u>% chg</u>
# Sold Single Family:	9	12	+33%	10	-17%	10	no change
# Sold CO/TH/DUP:	47	154	+227%	115	-25%	48	-58%
Total Sold:	56	166	+196%	125	-25%	58	-54%

	Median Sales Price Keystone Residential		As of June 26, 20XX	
2020:	\$588,000			
2021:	\$630,000	+7%		
2022:	\$830,000	+ 32%		
2023:	\$875,000	+5.4%		

	<u>2022</u>	<u>2023</u>	<u>% change</u>
# Active Listings:	15	40	+167%
# Closed Residential:	62	25	-59.6%
Closed \$ Volume:	\$56.2 mil.	\$28.6 mil.	- 49%
Average Sold Price:	\$907,092	\$1.1 million	+ 21%
Avg Sold \$/Sq. Ft.:	\$724	\$860	+ 18.7%
Avg Sold vs. List Price:	102%	97.3%	- 4.5%
Avg Days on Market:	14	59	+321%

Solds Client Single Line Condo/TH

Complex Subdiv	Unit Number	Beds Baths	Liv Area SF	Sold Price	Price/SQFT Sold Date
TIMBERS ON RIVER RUN CONDO	3074	4 3.0	1,962	\$2,265,000	1,154.43 06/09/2023
ALDERS TOWNHOMES	714	4 5.0	2,220	\$2,150,000	968.47 05/26/2023
LONE EAGLE ABOVE RIVER RUN CONDO	3026	2 3.0	1,175	\$1,650,000	1,404.26 03/15/2023
GATEWAY CONDO	5089	4 4.0	2,201	\$1,625,000	738.30 05/04/2023
SETTLERS CREEK TOWNHOMES	6541	3 3.0	1,882	\$1,475,000	783.74 04/18/2023
STARFIRE TOWNHOMES	1994	4 5.0	1,939	\$1,457,500	751.68 04/28/2023
AUTUMN BROOK TOWNHOMES	24	4 4.0	1,884	\$1,325,000	703.29 02/16/2023
SETTLERS CREEK TOWNHOMES	6525	3 3.0	1,600	\$1,325,000	828.13 03/31/2023
GATEWAY CONDO	5015	3 3.0	1,533	\$1,250,000	815.39 05/26/2023
NORTHSTAR AT KEYSTONE	1961	3 4.0	1,575	\$1,230,000	780.95 04/14/2023

Search Criteria

Property Type is 'Residential'

Status is 'Sold'

Status Contractual Search Date is 06/27/2023 to 12/29/2022

Property Sub Type is one of 'Condo', 'Townhouse', 'Duplex'

Area is 'Keystone'

Selected 10 of 50 results.

Keystone Ranch
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Median Sales Price Keystone Residential As of June 26, 20XX

2020:	\$588,000	
2021:	\$630,000	+7%
2022:	\$830,000	+ 32%
2023:	\$875,000	+5.4%

Keystone First Quarter Comparison 2022 vs. 2023

	<u>2022</u>	<u>2023</u>	<u>% change</u>
# Active Listings:	15	40	+167%
# Closed Residential:	62	25	-59.6%
Closed \$ Volume:	\$56.2 mil.	\$28.6 mil.	- 49%
Average Sold Price:	\$907,092	\$1.1 million	+ 21%
Avg Sold \$/Sq. Ft.:	\$724	\$860	+ 18.7%
Avg Sold vs. List Price:	102%	97.3%	- 4.5%
Avg Days on Market:	14	59	+321%

Solds Client Single Line Condo/TH

Complex Subdiv	Unit Number	Beds Baths	Liv Area SF	Sold Price	Price/SQFT Sold Date
TIMBERS ON RIVER RUN CONDO	3074	4 3.0	1,962	\$2,265,000	1,154.43 06/09/2023
ALDERS TOWNHOMES	714	4 5.0	2,220	\$2,150,000	968.47 05/26/2023
LONE EAGLE ABOVE RIVER RUN CONDO	3026	2 3.0	1,175	\$1,650,000	1,404.26 03/15/2023
GATEWAY CONDO	5089	4 4.0	2,201	\$1,625,000	738.30 05/04/2023
SETTLERS CREEK TOWNHOMES	6541	3 3.0	1,882	\$1,475,000	783.74 04/18/2023
STARFIRE TOWNHOMES	1994	4 5.0	1,939	\$1,457,500	751.68 04/28/2023
AUTUMN BROOK TOWNHOMES	24	4 4.0	1,884	\$1,325,000	703.29 02/16/2023
SETTLERS CREEK TOWNHOMES	6525	3 3.0	1,600	\$1,325,000	828.13 03/31/2023
GATEWAY CONDO	5015	3 3.0	1,533	\$1,250,000	815.39 05/26/2023
NORTHSTAR AT KEYSTONE	1961	3 4.0	1,575	\$1,230,000	780.95 04/14/2023

Search Criteria

Property Type is 'Residential'

Status is 'Sold'

Status Contractual Search Date is 06/27/2023 to 12/29/2022

Property Sub Type is one of 'Condo', 'Townhouse', 'Duplex'

Area is 'Keystone'

Selected 10 of 50 results.

Solds - Client Single Line Single-Family

Complex Subdiv	Address	Beds Baths	Liv Area SF	Sold Price	Sold Date	Price/SQFT	DOM	Year Built
DERCUMS DASH	63 W TRADE COURT	6 8.0	5,312	\$5,350,000	04/13/2023	1,007.15	82	2022
ESTATES AT THE ALDERS	87 INDEPENDENCE ROAD	6 7.0	4,750	\$4,300,000	02/24/2023	905.26	22	2022
LAST CHANCE SUB	61 LENAWEE LANE	5 6.0	4,284	\$2,950,000	01/18/2023	688.61	92	1995
KEYSTONE WEST RANCH SUB	140 GOLDEN ROD CIRCLE	5 6.0	4,669	\$2,700,000	03/10/2023	578.28	174	1999
SAW WHISKERS SUB	36 SAW WHISKERS DRIVE	4 5.0	3,723	\$2,450,000	04/07/2023	658.07	190	2005
SAW WHISKERS SUB	22 BRISTLECONE COURT	5 4.0	3,257	\$1,950,000	04/19/2023	598.71	12	1980
SAW WHISKERS SUB	11 APPALOOSA COURT	4 3.0	1,932	\$1,425,000	05/17/2023	737.58	22	1977
METES AND BOUNDS - KEYST	125 WEBSTER PASS ROAD	3 2.0	2,100	\$1,387,500	02/03/2023	660.71	105	2009
MONTEZUMA TOWN SUB	5254 MONTEZUMA ROAD	3 2.0	2,016	\$1,150,000	04/21/2023	570.44	5	1965
LOVELAND PASS VILLAGE SUB	47 RASOR COURT	2 1.0	584	\$595,000	02/03/2023	1,018.84	3	1961

Search Criteria

Property Type is 'Residential'

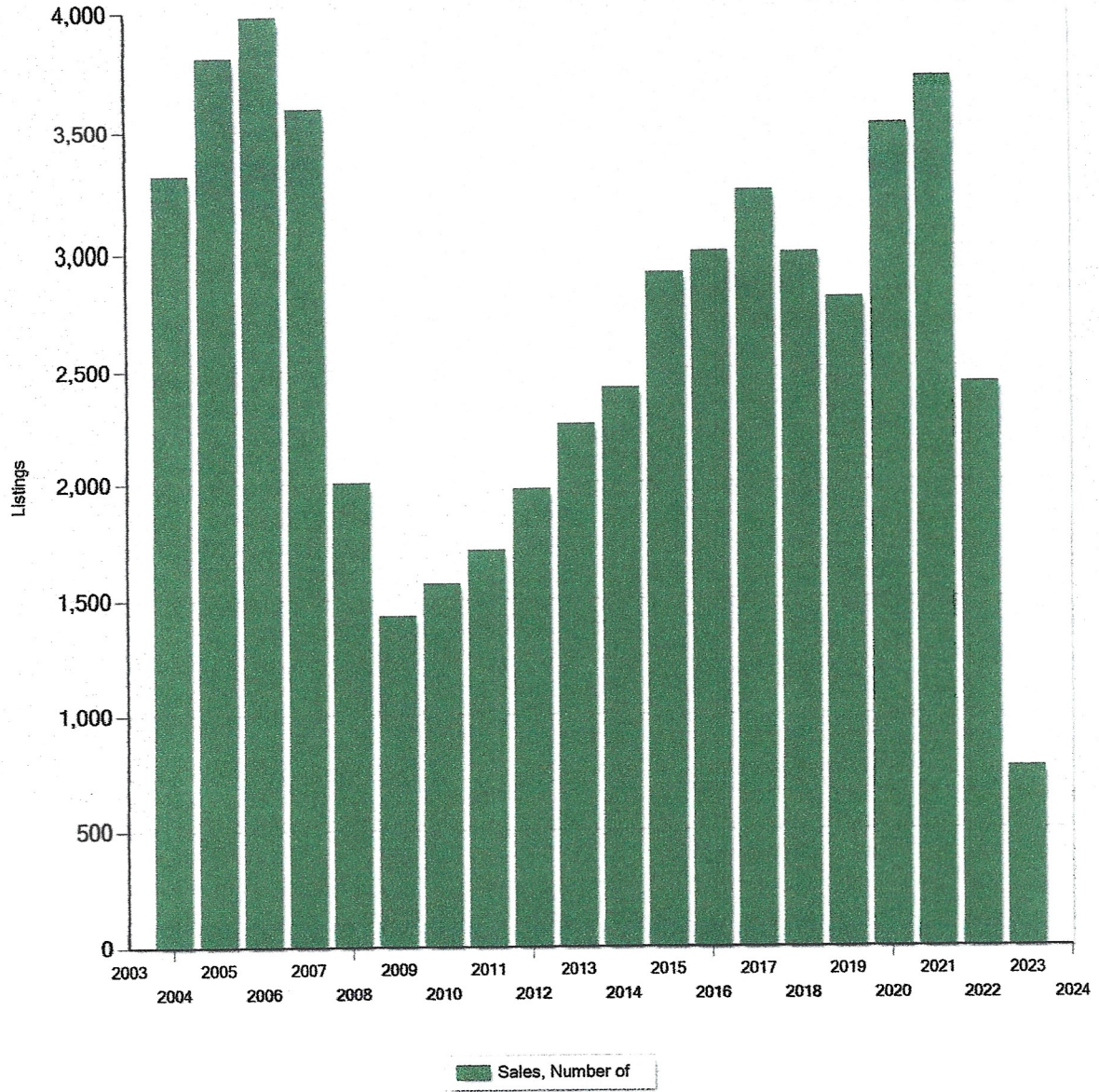
Status is 'Sold'

Status Contractual Search Date is 06/27/2023 to 12/29/2022

Property Sub Type is 'Single Family'

Area is 'Keystone'

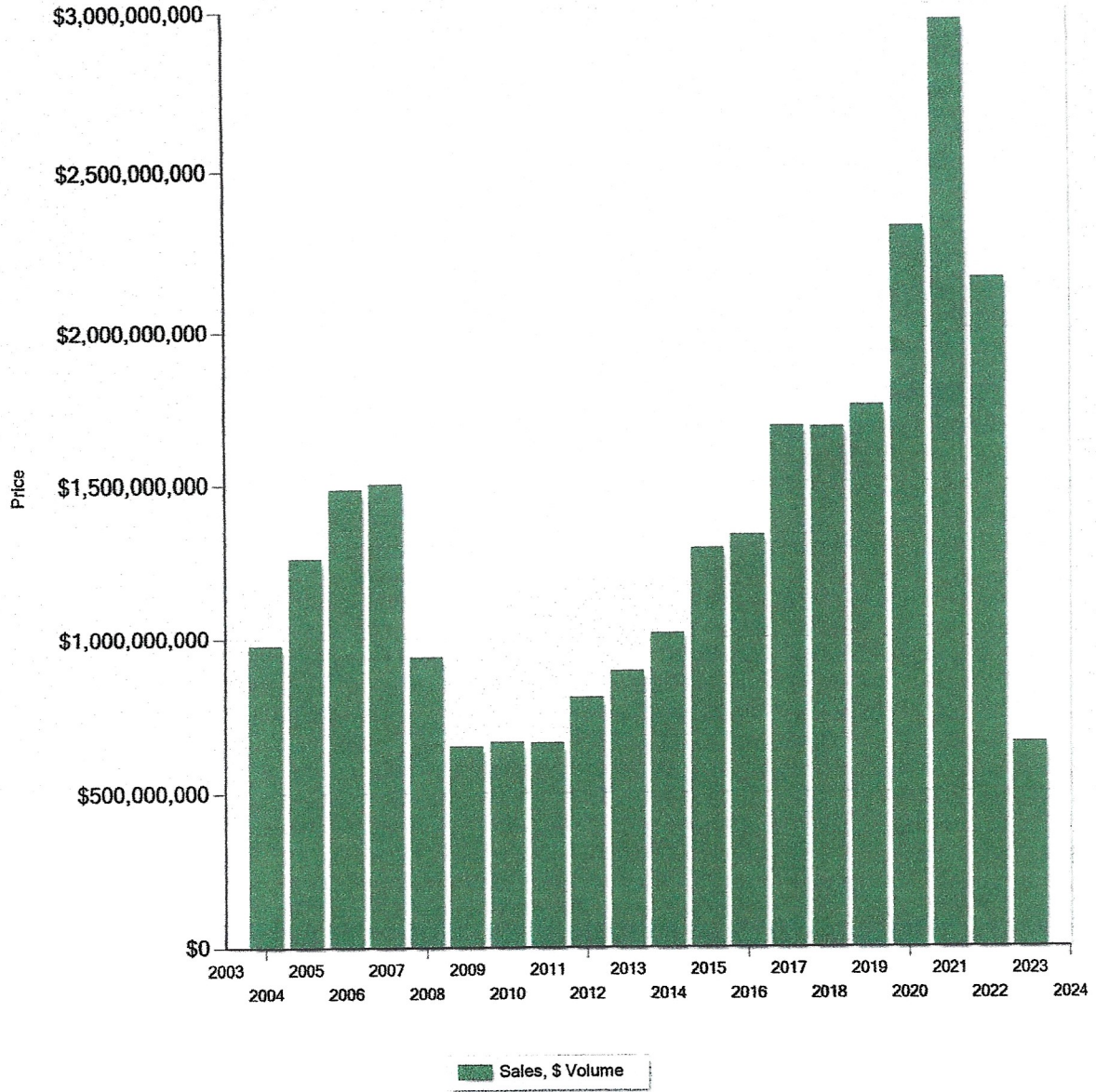
Selected 10 of 10 results.



Search Criteria

Time frame is from Jan 2004 to May 2023

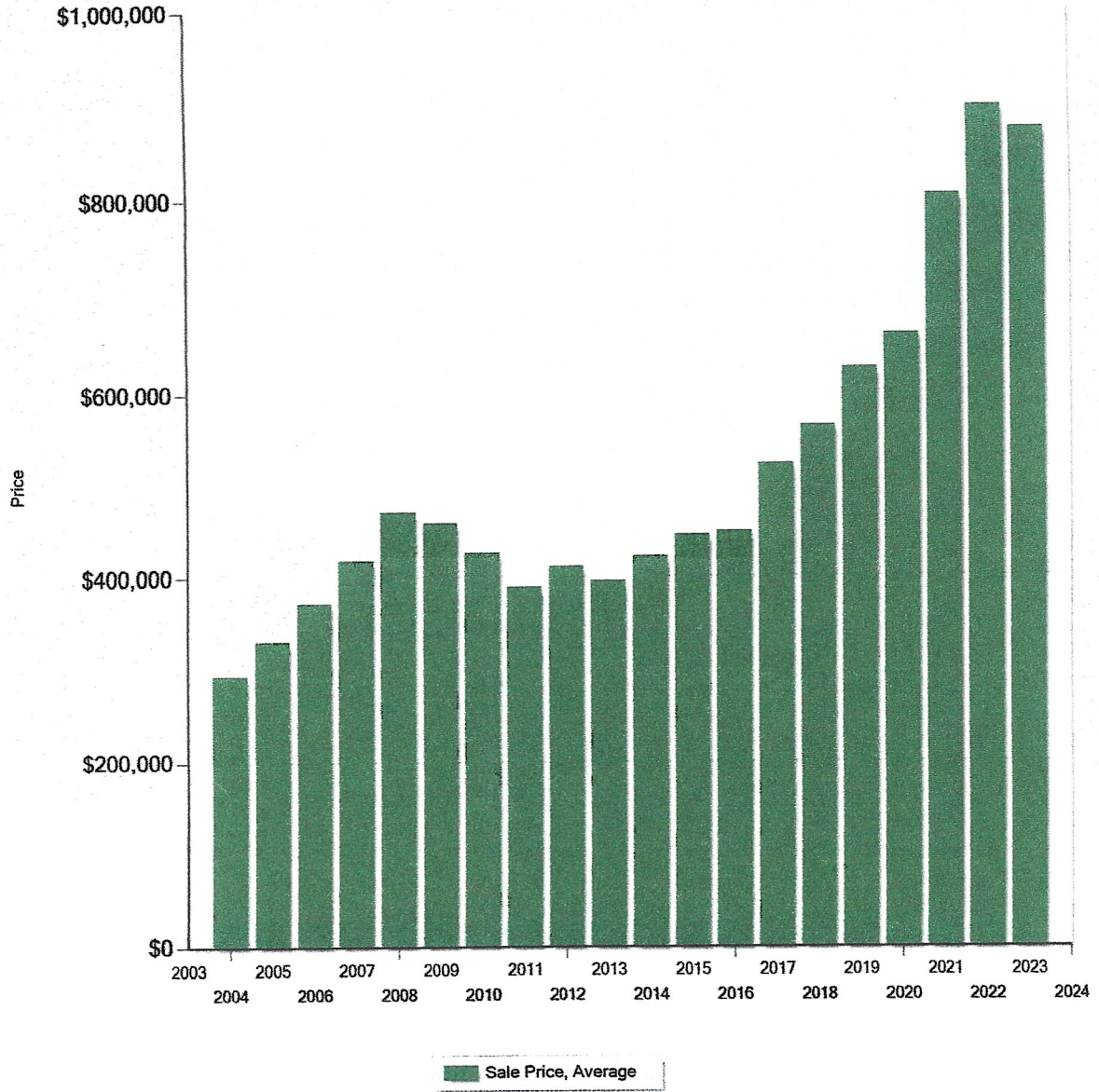
Results calculated from 53,362 listings



Search Criteria

Time frame is from Jan 2004 to May 2023

Results calculated from 53,299 listings



Search Criteria

Time frame is from Jan 2004 to May 2023

Results calculated from 53,299 listings

Keystone New Development June 2023

Kindred

Condo-Hotel at Base of River Run Gondola

Hotel portion will be operated by Rock Resorts (Vail)

95 Residential Condominiums Estimated completion 2025

60 Under Contract

Six current listings: one bedroom \$1.4 mil., two bedrooms \$1,950,000, three bedrooms \$2,850k to \$4,250k, four bedroom \$4,595k Price per square foot range: \$1,447 to \$2,245

Alcove Townhomes

Located in old Gold Bug parking lot (west-side of bridge between gondola and high-speed chairlift)

24 Residential Townhomes Estimated completion 2025

Price range initially \$2.4 to \$4.0 million

Sold 20 out of 24 properties at September launce

Four remaining: two three bedrooms: \$4.2 to \$4.3 million unfurnished
two four bedrooms: \$4.1 to \$4.3 million unfurnished

Price per square foot: \$1,500 to \$1,787

Brightwood Lofts

Located west of Keystone Lodge

54 Residential Condominiums Same builder as Clearwater Lofts (Summit Homes Construction)

Two buildings of 27 units each

1, 2, and 3 bedrooms (almost all the 1 and 2 bedrooms have additional study/den)

Price Range: TBD (significantly less than Kindred and Alcove)

Parking garage reserved space for one car/unit with additional surface parking (similar to Clearwater Lofts) Each unit will have 5' x 9' storage unit in the garage

Access to amenities of Keystone Lodge (pool, hot tub, steam, sauna, exercise facility)

County approval expected July 20th planning commission meeting.

Ground breaking fall 2023 Completion 2025

1. Summit County Assessor Property Valuations:

2. There are **three ways** to value real estate: **Market Approach** (recent sales), **Replacement Cost**, and **Income Approach** (cash flow, used more for commercial properties).

3. **Market Approach is used for our Keystone homes.**

4. Assessor has a model for single-family residential and another model for condominiums.

5. Summit County does their Property Valuation every **TWO YEARS**.

6. Assessment Period is July 1, 2017 to June 30, 2022. Five Years

7. Greatest Focus is July 1, 2020 to June 30, 2022. Two years.

8. Goal is to make sure sales from the 7/1/2020 to 6/30/2022 two-year period support the five-year period.

9. They are really looking hard at this two-year sales period.

10. Assessor uses **Multiple Regression Analysis** to *carry forward sales* to the June 30, 2022 date – TO IDENTIFY TRENDS.

11. Multiple regression is a statistical technique that can be used to analyze the relationship between a single dependent variable and several independent variables. The objective of multiple regression analysis is to use the independent variables whose values are known to predict the value of the single dependent value.

12. Goal is to ensure that the sales from 7/1/2020 to 6/30/2022 validate the multiple regression analysis.

13. Assessor factors-in **Adjustment Criteria**, i.e. different characteristics (i.e. view now blocked by new construction, not having 12-month access to the property, no utilities to site, etc.)

14. **Your tax bill is determined by Assessed Value x Mill Levy.**

15. Mill Levies won't be determined until November budgeting process.
16. There are **THREE THINGS** will help to keep your tax bill lower:
- Colorado now has a State-wide Residential Assessment Rate of 6.77%, down from last year's 7.2% in 2019 and down from 6.9% in 2021.
 - Colorado has also implemented a state-wide 15k value reduction. Might go to 40k.
 - Maybe lower mill levies. Assessor expects mill levies to go down.
17. Assessor is **stunned** by the rapid increase in property values during the covid pandemic and says this **increase of property values is UNPRECEDENTED**. Multiple offers, sight-unseen offers, offers over list price, escalation clauses, more cash offers (to make offer more competitive), waive inspection or for health and safety issues only, pay for title commitment.
18. Assessor **THINKS PROPERTY VALUES WILL GO DOWN AGAIN** (per Lisa Eurich, Appraiser with the Summit County Assessor's office).
19. Assessor anticipated 5,000 protests, received 7,000.
20. **Dates:** Assessment Date is January 1st of every year. Protest Deadline was June 8th. Assessor's deadline to respond to any appeals was June 30th. Then the homeowner has until July 17th to appeal.
21. Website: co.summit.co.us. Click **Departments** tab, then **Assessor** tab. Then click **Notice of Valuation Archive Search**. Enter your schedule number.
22. **Appeal:** If want to appeal, look at: 1. Data, 2. Look to see if value is in the 'range', 3. Identify **THREE** lower-priced sales to support your appeal.
23. Adjust for property characteristics of AGE, LOCATION, and CONDITION.

24. Can appeal again next spring.

25. **Actual Value X State Assessment Rate (6.765%) =
Assessed Value**

26. **Assessed Value X Mill Levy rate = Tax Amount (paid in
arrears)**

TABOR Amendment (expired) puts a cap on the revenue that taxing authorities can increase their budgets by annually and DOES NOT APPLY to property valuations.

**Notice & Agenda of the Special Meeting of the Board of Managers
of the Keystone Ranch Homeowners Association**

Date: August 1, 2023

A Special Meeting of the Board of Managers of the Keystone Ranch Homeowners Association (“Association”) will be held via Zoom at on Wednesday, August 16, 2023 at 3:00 PM.

Join Zoom Meeting

<https://us06web.zoom.us/j/87876650260?pwd=dDZlYzdEZVptZWtGZ2FDQXNDZGwzdz09>

Meeting ID: 878 7665 0260

Passcode: 588425

The purposes of the meeting is as follows:

1. Roll Call
2. Determination of quorum, waiver of meeting notice
3. Election of chairman and meeting secretary
4. New Business.
 - a. Review, discussion and vote to approve Roads Cost Sharing Agreement with Keystone East Ranch Homeowners Association, Keystone West Ranch Homeowners Association and Vail/Summit Resorts, Inc.
 - b. Discussion of recycling compliance and possibility of posting additional signs.
 - c. Motion to enter into executive session to:
 1. Review written complaint received and associated documents re: covenant violation for tree cutting in Common Area (“Complaint”).
 2. Discussion and decision whether a committee of the Board should be appointed to address the Complaint.
 3. Board or Committee, if applicable, to determine whether further investigation of the Complaint is necessary.
 4. Board or Committee, if applicable, to determine whether enforcement action upon the Complaint will be taken.
 - a. All discussion of the Board’s consideration and action upon the Complaint shall occur in executive session under the ‘unwarranted invasion of individual privacy’ requirement of CCIOA and the Ranch Responsible Governance Policy. The Owner who is the subject of the written complaint may request and receive the results of any vote taken at the meeting.
5. Old Business: None.
6. Adjournment.

KEYSTONE RANCH HOMEOWNERS ASSOCIATION

/s/ John Pringle

John Pringle, President

**USE AND COST SHARING AGREEMENT
(ROADS)**

THIS USE AND COST SHARING AGREEMENT (the "Agreement") is entered into this _____ day of _____, 20_____, by and between the Keystone Ranch Homeowners Association, Inc., a Colorado nonprofit corporation (the "Keystone Ranch"); Keystone East Ranch Homeowners Association, Inc., a Colorado nonprofit corporation (the "East Ranch"); Keystone West Ranch Homeowners Association, Inc., a Colorado nonprofit corporation (the "West Ranch"); and Vail Summit Resorts, Inc., a Colorado corporation, d/b/a Keystone Resort ("Keystone Resort"). Keystone Ranch, East Ranch, West Ranch, and Keystone Resort are sometimes each referred to as a "Party" or collectively as the "Parties."

RECITALS

A. In 1978, Keystone, a division of Ralston Purina Company, created the Keystone Ranch Subdivision in Keystone, Colorado, which currently consists of 74 single family lots.

B. As part of the Keystone Ranch Subdivision, there were also created certain tracts of land upon which are now operated the Keystone Ranch Golf Course (the "Golf Course"), the Keystone Ranch Golf Course Clubhouse and Restaurant (the "Restaurant"), and the Keystone Ranch Golf Course Maintenance Facilities (the "Maintenance Building").

C. Keystone Resort owns and operates the Golf Course, the Restaurant, and the Maintenance Building as well as horseback riding operations (the "Stables") located in proximity to Keystone Ranch, all of which are commercial operations open to the general public.

D. In 1982, Keystone, a division of Ralston Purina Company, created the Keystone West Ranch Subdivision in Keystone, Colorado, which currently consists of 62 single family and multi-family lots, and is adjacent to Keystone Ranch.

E. In 1988, Keystone Ranch Properties, Inc. created the Keystone East Ranch Subdivision in Keystone, Colorado, which currently consists of 35 single family lots, and is adjacent to Keystone Ranch.

F. The area made up of Keystone Ranch, East Ranch, West Ranch, Golf Course, Restaurant and Maintenance Building shall hereinafter be referred to as the "Keystone Ranch Area."

G. The roads running throughout the Keystone Ranch Area, as shown on the attached Exhibit "A" (the "Roads"), are private roads that are not maintained by the Summit County government, and the use of those roads is shared by the Parties and their guests and invitees.

H. Keystone Resort, Keystone Ranch, East Ranch, and West Ranch currently share the use and expense of maintaining the Roads on an informal basis.

I. The Parties now desire to formalize the use and cost-sharing arrangements for the Roads under the terms of this Agreement.

AGREEMENT

In consideration of the foregoing, the Parties hereby declare that the use and cost-sharing arrangements for the Roads are as follows:

1. Road Agreements.

A. Rights of Way Over Roads. The use of the Roads shall continue to be governed by the Plats and Declarations of Covenants, Conditions and Restrictions for Keystone Ranch, East Ranch, and West Ranch, generally, and to the extent such use is not authorized elsewhere, this Agreement shall grant to each property owner within Keystone Ranch, East Ranch, and West Ranch (“Owner”), along with their respective guests and invitees (including Golf Course, Restaurant, Maintenance Building and Stables employees), the right to use all roads within Keystone Ranch, East Ranch, and West Ranch in accordance with the Declaration of Covenants governing the area where such individual roads are located.

B. Maintenance and Cost Sharing Obligations for Roads.

i. Road Maintenance and Snow Removal Responsibilities. Each Party shall be responsible for the maintenance of any and all Roads within or upon such Party’s property in a safe and reasonable condition, and for all necessary snow removal for such Roads. Such maintenance may include, but not be limited to: surfacing, re-surfacing, patching, crack sealing, pothole repair, street sweeping, debris removal, striping, re-striping, culverts and other storm water and drainage facilities, damage from water runoff and other natural causes, right of way maintenance, embankment maintenance, revegetation, and any street lights. However, nothing in this section shall prohibit any or all Parties from contracting jointly for maintenance or snow removal services for Roads within such Parties’ property.

ii. Agreement to Share Road Maintenance and Snow Removal Expenses. The Parties agree to share in the maintenance, repair, replacement and snow removal expenses, including the cost of a snow removal contract, arising from those portions of the Roads listed on the attached Exhibit “A” in the proportions listed on the attached Exhibit “B” (the “Road Maintenance Expenses”), but only if such expenses are approved in conformity with Section 2. The Parties agree that the proportions set forth in Exhibit “B” are based upon the current number of developed parcels for Keystone Ranch, East Ranch and West Ranch and current operation levels of the Golf Course, Restaurant, Maintenance Building and Stables. Should the number of lots within Keystone Ranch, East Ranch and West Ranch or the operations of the Golf Course Restaurant, Maintenance Building and Stables change materially, the Parties agree to cooperate to adjust the cost sharing proportions accordingly. Operation levels for the Golf Course, Restaurant, Maintenance Building and Stables shall be based upon increased hours of operations or significant expansion of physical facilities or services offered at these locations from levels existing as of the effective date of this Agreement.

a. The division of Road Maintenance Expenses between Keystone Ranch, East Ranch and West Ranch under this Agreement is based upon the current number of lots/units in each subdivision, which are: Keystone Ranch: 74 lots/units; East Ranch: 35 lots/units; West Ranch: 62 lots/units. In the event the number of lots/units change, then the pro rata amounts set forth above shall automatically adjust.

b. In the event any road is not included within or is marked as a single Party's responsibility on the attached Exhibits A or B, all maintenance responsibilities and expenses for such road shall be the sole responsibility of the Party within whose boundaries such road, or portion thereof, is located, and may be performed in that Party's sole discretion. Additionally, if the use and expenses for any Road, or portion thereof, is shared by less than all Parties, such sharing Parties may agree to maintain or repair such shared Road between themselves, and the approval of a non-sharing Party shall not be required for such agreement.

i. Any and all Road Maintenance Expenses for the unpaved extension of Keystone Ranch Road southerly of the paved cul de sac at the terminus of Keystone Ranch Road shall be solely the responsibility of Keystone Resort.

ii. Any and all Road Maintenance Expenses for the section of the road that runs immediately in front of the Ranch House for purposes of golf and restaurant drop-off shall solely be the responsibility of Keystone Resort.

c. The Road Maintenance Expenses for the portion of the Road entitled "Keystone Ranch Road Entrance to Clubhouse Area" on the attached Exhibit "A" shall include all expenses related to the maintenance and repair (but not removal or replacement) of the guard shack, including landscaping, the entrance sign, and electric meter used to power the guard shack and entrance sign.

d. The Road Maintenance Expenses for the portion of the Road entitled "Penstemon Road A" on the attached Exhibit "A" is based upon the current number of houses and/or units that use this portion of road for primary access and egress, which are: Keystone Ranch: 14 houses/units; West Ranch: 62 houses/units. In the event this number of houses/units change, then the pro rata amounts set forth on the attached Exhibit "B" shall automatically adjust.

2. Determination of Road Maintenance Expenses. No later than April 30th of each year, each Party shall appoint one person to sit upon a committee (the "Committee") to review the need for and scope of all Road Maintenance Expenses under this Agreement that are expected in the next calendar year. No later than May 31st of each year, the Committee shall prepare a proposed budget of the Road Maintenance Expenses via their respective property manager(s) or delegate(s) for the next calendar year (the "Road Maintenance Expenses Budget") and submit such budget to the Boards of Directors of Keystone Ranch, East Ranch, and West Ranch, and to the appropriate individual(s) at Keystone Resort. Each Party shall then review and determine whether it approves or denies the Road Maintenance Expenses Budget by no later than June 30th. If all Parties approve the Road Maintenance Expenses Budget, then such amounts shall be included in each party's operational budgets for the next calendar year, and each party shall be obligated to pay its pro rata share of the Road Maintenance Expenses in conformity with the provisions of this Agreement. If, however, one or more Parties fail to approve the Road Maintenance Expenses Budget, or if an agreeable Road Maintenance Expenses Budget cannot be reached, then the Parties shall meet and in good faith attempt to reach an agreement on the Road Maintenance Expenses Budget as soon as possible. In the event the Road Maintenance Expenses Budget is not approved by June 30th of any year, the prior year's budget shall remain in effect until a new budget is approved or any Party may terminate this Agreement in accordance with Section 9 below.

A. Unbudgeted Expenses. If any Party incurs, or anticipates incurring, unbudgeted Road Maintenance Expenses at any time, whether stemming from unforeseen circumstances, emergency situations or otherwise, such Party shall give written notice of such expenses to all other Parties as soon as the necessity for such unbudgeted expenses are reasonably known and certain. Such notice shall be provided before incurring such expenses, to the extent possible, and shall include a description of why such expenses are necessary, why such expenses do not fall within the budgeted Road Maintenance Expenses, and the actual or estimated amount of such expenses. To the extent such unbudgeted Road Maintenance Expenses are reasonable and necessary for the ongoing use and maintenance of the property to which they relate, payment (or repayment) for such unbudgeted Road Maintenance Expenses shall be required under this Agreement in accordance with Section 4, below. For the purposes of this Agreement, capital expenses shall not be included as an Unbudgeted Expense, and all capital expenses shall be reviewed through the Road Maintenance Expenses Budget process set forth in this Section.

B. Review of Allocations. As part of review and approval of the Road Maintenance Expenses Budget, the Parties agree to annually review the allocations associated with all Road Maintenance Expenses. Should the number of lots within Keystone Ranch, East Ranch and West Ranch or the operations of the Golf Course Restaurant, Maintenance Building and Stables materially change, the Parties agree to adjust the cost sharing proportions accordingly. Operation levels for the Golf Course, Restaurant, Maintenance Building and Stables shall be based upon increased hours of operations or significant expansion of physical facilities or services offered at these locations from levels existing as of the effective date of this Agreement.

3. Reserves for Road Maintenance Expenses. In addition to preparing the annual Road Maintenance Expenses Budget, the Committee shall be responsible for the initial preparation and annual review of an analysis listing all reasonably anticipated, material future Road Maintenance Expenses (the "Future Road Maintenance Expenses"), and when each such Future Road Maintenance Expenses is likely to be necessary (the "Reserve Analysis"). The updated Reserve Analysis shall be delivered by the Committee to the Parties no less than annually, and the Parties shall be responsible for taking such actions to pay for the Future Road Maintenance Expenses in accordance with this Agreement.

4. Payment of Road Maintenance Expenses. Each Party agrees to pay its proportionate share of all Road Maintenance Expenses ("Expenses") within thirty (30) days of the receipt of an invoice from Keystone Ranch's property manager. In the event a Party that has incurred Expenses needs to send an invoice for such expenses to one or more of the other Parties, such invoice shall be paid within thirty (30) days of receipt of such invoice. Interest shall accrue at the rate of eighteen percent (18%) per annum upon any amount that is due under this Agreement and not paid in a timely manner. Each Party incurring Expenses under this Agreement shall maintain complete and accurate books and records for such Expenses at their principal office, which books shall be open to inspection by all Parties upon reasonable notice and during regular business hours. Any Party may audit such books and records upon ten (10) days' notice, and if an audit shows that amounts paid by any Party under this Agreement were incorrect, all Parties agree to make any necessary adjustments to the amounts required to be paid and/or refunded to cure such error. This review and audit shall be limited to books and records reasonably related to Expenses. In the event any Party incurring Expenses under this Agreement is required to bring an action to collect such Expenses from any other Party hereto, the prevailing Party in such action shall be entitled to recover all of its cost of suit, including attorneys' fees, cost and expenses, in addition to the amount of the Expenses and accrued interest.

5. Insurance. Each Party shall be responsible for maintaining necessary and appropriate insurance for the Roads that are located within or upon the respective Party's property and such costs shall be that Party's sole expense and shall not be a shared Road Maintenance Expense.

6. Limitation of Liability and Indemnity.

A. Keystone Ranch, East Ranch, and West Ranch will defend and indemnify Keystone Resort, each of its affiliated entities, and their respective employees, officers, directors, owners, agents and assignees and each of their successors-in-interest (each, an "Resort Indemnified Party") from all losses, damages or liabilities in any way arising from Keystone Ranch, East Ranch, and West Ranch or its subcontractors' use of the Roads. Keystone Ranch, East Ranch, and West Ranch release and will indemnify each Resort Indemnified Party from liability for any injuries and losses to Keystone Resort or its employees, officers, directors, owners, affiliates, agents and assignees and each of their successors-in-interest in any way arising from this Agreement except to the extent arising from a Resort Indemnified Party's gross negligence or willful misconduct.

B. Keystone Resort will defend and indemnify Keystone Ranch, East Ranch, and West Ranch, and each of their affiliated entities, and their respective employees, officers, directors, owners, agents and assignees and each of their successors-in-interest (each, an "Association Indemnified Party") from all losses, damages or liabilities in any way arising from Keystone Resort's or its subcontractors' use of the Roads. Keystone Resort releases and will indemnify each Association Indemnified Party from liability for any injuries and losses to Keystone Ranch, East Ranch, and West Ranch or their employees, officers, directors, owners, affiliates, agents and assignees and each of their successors-in-interest in any way arising from this Agreement except to the extent arising from an Association Indemnified Party's gross negligence or willful misconduct.

C. Resort Indemnified Parties and Association Indemnified Parties shall hereinafter collectively be referred to as "Indemnified Party". Upon notice from an Indemnified Party claiming indemnity for a claim or threatened claim from a Party to this Agreement ("Indemnitor"), and upon the written request of the Party to this Agreement under which the Indemnified Party is entitled to indemnity ("Indemnitee"), the Indemnitor will assume defense of the claim and retain counsel reasonably satisfactory to Indemnified Party. Indemnified Party will cooperate as reasonably requested in the defense and any costs and expenses incurred by Indemnified Party will be reimbursed by the Indemnitor. The Indemnitor will have the sole authority to settle any indemnified claim; provided, however, that the Indemnitor will first obtain written consent from the Indemnitee for any settlement that requires an Indemnified Party to pay any money, or take, or refrain from taking, any action. The Indemnitee may participate in the defense of any indemnified claim with counsel of its choice, at its own expense. If the Indemnitor does not assume defense of the claim, Indemnified Party may retain counsel of its choice at the Indemnitor's expense and Indemnified Party will have control over the defense and authority to resolve the claim. This Section will survive any termination or expiration of this Agreement.

7. No Recordation. Neither this Agreement nor any memorandum or evidence hereof shall be recorded in the real property records for Summit County, Colorado, without the prior written consent of all Parties.

8. Successors and Assigns. The terms, covenants and conditions of this Agreement shall be binding on and inure to the benefit of the successors and assigns of all parties hereto.

9. Term. This Agreement shall be effective as of the Effective Date and continue for one (1) year (“Term”). This Agreement shall automatically renew for succeeding terms of one (1) year unless otherwise terminated pursuant to this Agreement.

10. Termination; Event of Default. Any Party may terminate this Agreement upon an Event of Default (defined below) by providing ninety (90) days’ advance written notice to the other Parties. Event of Default shall include any of the following:

A. The inability of the Parties to come to an agreement on the Road Maintenance Expenses Budget;

B. The failure of a Party to remit payment in accordance with this Agreement;

C. The failure of a Party to adhere to any other obligations set forth herein; and

D. Any false, misleading, or fraudulent representation or warranty made in this Agreement by any Party in any material respect on the date as of which it is made or deemed made.

11. Notice. All notices under this Agreement will be in writing and delivered to the notice address below: (i) by registered, express, or certified mail; (ii) by courier or messenger service; or (iii) by electronic mail with acknowledgement of receipt. Notice is deemed given on the date received or, if acceptance is refused, the date of attempted delivery. Either party may change its notice address by following the requirements in this Section.

If to Keystone Resort: Keystone Resort Property Management Company
0175 Argentine Court
Keystone, Colorado 80435
Attn: General Manager

With a copy to: Vail Resorts Management Company
Attn: Legal Dept., Box I-88 390
Interlocken Crescent Broomfield, Colorado 80021
E-mail: legalnotices@vailresorts.com

If to Keystone Ranch: Keystone Ranch Homeowners Association, Inc.
c/o Basic Property Management
P.O. Box 4844
Dillon, CO 80435

If to East Ranch: Keystone East Ranch Homeowners Association, Inc.
c/o Basic Property Management
P.O. Box 4844
Dillon, CO 80435

If to West Ranch: Keystone West Ranch Homeowners Association, Inc.
c/o Basic Property Management
P.O. Box 4844

Dillon, CO 80435

If to Keystone Ranch,
East Ranch or West Ranch
with a copy to:

Spierer, Woodward, Corbalis & Goldberg, PC
Attention: Seth Murphy
5050 S. Syracuse Street, Suite 900
Denver, CO 80237

12. Miscellaneous.

A. Entire Agreement. This Agreement (and any attached exhibits) contains the entire agreement and understanding of the parties with respect to the entire subject matter hereof, and there are no representations, inducements, promises or agreements, oral or otherwise, not embodied herein. This Agreement specifically supersedes any and all prior discussions, agreements, proposals, negotiations and representations relating hereto.

B. Counterparts. Facsimile Transmission. This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which, when taken together, shall constitute one and the same instrument. Facsimile signatures of any Party on this Agreement shall be considered originals for all purposes.

C. Severability. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.

D. Waivers and Amendments. No provision of this Agreement may be waived to any extent unless and except to the extent the waiver is specifically set forth in a written instrument executed by the Party to be bound thereby. This Agreement may be amended or modified only by an instrument to that effect executed by the parties hereto, and only to the extent expressly set forth therein.

E. Captions. The captions of each section are added as a matter of convenience only and shall be considered of no effect in the construction of any provision of this Agreement.

F. Attorneys' Fees. If any Party hereto shall bring any suit or action against another for relief, declaratory or otherwise, arising out of this Agreement, the prevailing party shall have and recover against the other party, in addition to all court costs and disbursements, such sum as the applicable court may adjudge to be reasonable attorneys' fees.

G. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Colorado.

H. Survival. Any and all terms, warranties, conditions and provisions of this Agreement which are not fully performed or discharged as of the expiration of the Terms, or any other termination of this Agreement, shall survive such expiration or termination and remain in full force and effect thereafter, with the applicable party remaining liable to satisfy all applicable obligations and duties.

I. Time of the Essence. Time shall be of the essence with respect to the performance and observance of the covenants, agreements, terms, conditions and provisions set forth herein.

J. No Merger. It is the intention of the Parties that the separate estates and rights created hereby shall not merge if all or portions of the Property are owned by the same individual or entity.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURE PAGES FOLLOW]

This Use and Cost Sharing Agreement is entered into by and between:

KEYSTONE RANCH HOMEOWNERS
ASSOCIATION, INC.

John Pringle, President

This Use and Cost Sharing Agreement is entered into by and between:

KEYSTONE EAST RANCH HOMEOWNERS
ASSOCIATION, INC.

Leon Levy, President

This Use and Cost Sharing Agreement is entered into by and between:

KEYSTONE WEST RANCH HOMEOWNERS
ASSOCIATION, INC.

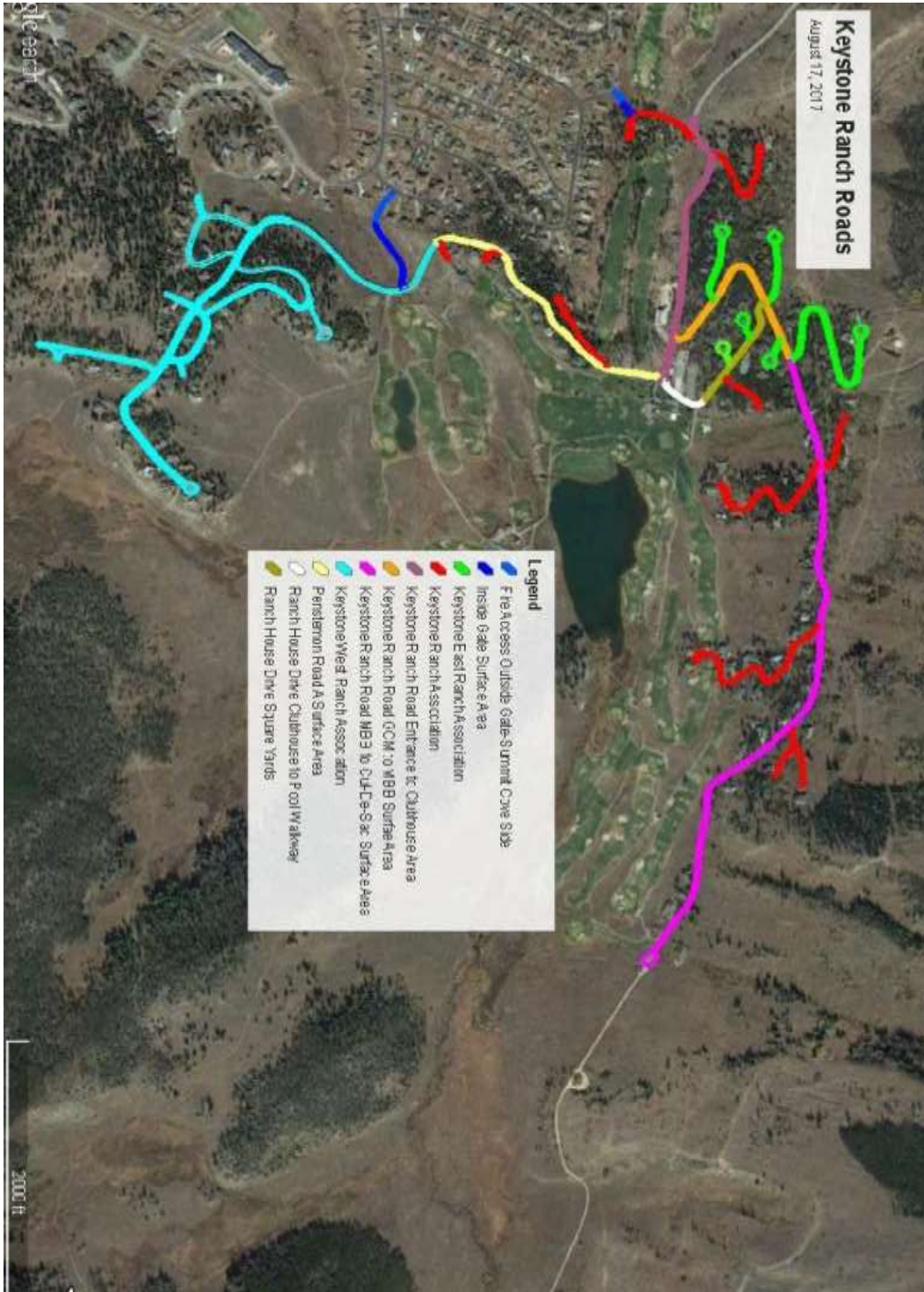
Randy Culver, President

This Use and Cost Sharing Agreement is entered into by and between:

VAIL SUMMIT RESORTS, INC.

Chris Sorenson, Vice President &
COO – Keystone Resort

**EXHIBIT A
TO
USE AND COST SHARING AGREEMENT (ROADS)**



**EXHIBIT B
TO
USE AND COST SHARING AGREEMENT (ROADS)**

***The following table shows the road lengths, surface area, and percent allocations per Party for each of the Roads covered by this Agreement. The images included in this Exhibit B capture separately the left half (columns A-F) and right half (columns G-Q) of a single table.**

	A	B	C	D	E	F
1	Exhibit "B" to Use and Cost Sharing Agreement (Roads)					
2	Road Lengths, Square Feet Surface Area and Percents for Cost Sharing					
3						
4		County	Road Length	Road Surface*	Road Surface**	
5	Road Name	Number	Linear Feet	Area	Area	Variance
6			Number from	Square Feet	Square Feet	Between GEP and
7	Ranch Roads		Google Earth Pro (GEP)	Google Earth Pro	Tape Measurement	Measurement
8	Keystone Ranch Road Guard Sherk to Club House	150	2202	54415	54679	0.005
9	Keystone Ranch Road Golf Course Maintenance to MBB	150	1618	34545	34679	0.004
10	Keystone Ranch Road MBB to Cal-De-lac	150	5243	87783	89958	0.003
11	Ranch House Dr. From Club House To Pool Wellway	212	364	6523	6523	0.000
12	Ranch House Dr. From Pool Wellway to Keystone Ranch Rd	212	808	16764	16764	0.000
13	Penstemon Road from Pro Shop to end of KR HOA Tract B	205	1970	38362	38744	0.010
14	Khosolook Road	208	840	13376	13336	-0.003
15	Lichen Lane	128	674	13853	13819	0.003
16	Seafuge Road	213	383	6444	6478	0.008
17	Wild Iris Lane	243	533	6813	6859	0.007
18	Cluser Lane	208	1214	18622	18866	0.003
19	Gerdian Road	207	1430	20104	20225	0.006
20	Paintbrush Lane	81	487	1095	8046	0.009
21	Phlox Lane	80	382	8226	8246	0.006
22	Farrow Lane	173	628	8819	8515	0.037
23	Penstemon Road Spur A - 272 and 314 Penstemon	205	344	3403	2518	0.031
24	Penstemon Road Spur B - 380 and 370 Penstemon	205	337	3825	3813	-0.003
25						
26			Total Length	Total Square		
27			in Linear Feet:	Feet of Area:		
28			18,959	138,680		
29	East Ranch					
30	Pteris Lane	156	607	16563	16475	-0.005
31	Forget Me Not Lane	213	589	15943	15927	-0.001
32	Sunflower Circle	109	177	8520	Short Road	0.000
33	Winkgreen Circle	110	190	5608	Short Road	0.000
34	Edelweiss Circle	159	227	10127	Short Road	0.000
35	Mountain Bluebell Road	160	1667	40090	40717	-0.008
36						
37			Total Length	Total Square		
38			in Linear Feet:	Feet of Area:		
39			3,462	101,651		
40		County	Road Length	Road Surface	Road Surface	Variance
41	Road Name	Number	Linear Feet	Area	Area	Between GEP and
42				Square Feet	Square Feet	Measurement
43	West Ranch					
44	Penstemon Road from End of KR HOA Tract B to WI property line	205	1299	28455	28936	0.017
45	Penstemon Road from WI property line to Ferot cul-de-sac	205	2520	58920	58510	-0.007
46	Goldensrod Circle	203	974	22924	22943	0.001
47	Polentilla Circle	203	777	13835	13869	0.011
48	Polentilla Lane	202	880	23726	23613	-0.005
49	Spruce Circle	200	520	10876	10849	0.007
50	Aster Court	209	686	13740	13786	0.003
51	Goldensrod Circle Spur A - 54 and 60 Goldenrod	203	543	2474	2482	0.003
52	Spruce Circle Spur B - 52 and 56 Spruce	200	82	3330	Short Road	0.000
53	Penstemon Road Spur C - 780, 790 and 812 Penstemon	205	381	2906	2948	0.014
54						
55			Total Length	Total Square		
56			in Linear Feet:	Feet of Area:		
57			6,773	176,186		
58	Fire Access					
59	Lichen Lane to Gader Court Inside Ranch	128 to 80	88	3884	Gravel Road	0.000
60	Lichen Lane to Gader Court Outside Ranch - Drive Side of Gate	128 to 80	88	3122	Gravel Road	0.000
61	Penstemon - Side Drive to Hildebrand Court Inside Ranch	205 to 330	113	1073	Gravel Road	0.000
62	Penstemon - Side Drive to Hildebrand Court Outside Gate - Gate	205 to 330	170	8124	Gravel Road	0.000
63			Total Length	Total Square		
64			in Linear Feet:	Feet of Area:		
65			990	15,013		
66						
67	Grand total of all Areas		Total Length	Total Square		
68			in Linear Feet:	Feet of Area:		
69			30,224	631,539		
70	*Road calculations were made with Google Earth Pro for linear feet and square footage.					
71						
72	**To verify the Google Earth Pro sq ft, a second method was used by measuring the width of the road with a tape measure every 100 feet across each road.					
73	These width measurement numbers were averaged and then multiplied by 100 foot rectangles to get the surface area of the road.					
74	For the end sections of the roads with remainders less than 100 feet and were rectangle in nature, a percentage was used.					
75	On roads that end in cul-de-sacs, hammer heads or odd shaped Google Earth Pro measurements were used.					
76	On short roads in the East Ranch only Google Earth Pro numbers were used due to the odd shapes and short lengths of these roads.					
77	KR Spur A : Shared driveway that accesses 272 and 314 Penstemon.		WI Spur A : Shared driveway that accesses 54 and 60 Penstemon.			
78	KR Spur B: Shared driveway that accesses 380 and 370 Penstemon.		WI Spur B : Shared driveway that accesses 52 and 56 Penstemon.			
79	KR Spur C: Shared driveway that accesses 780,790 and 812 Penstemon.					

	G	H	I	J	K	L	M	N	O	P	Q
1	Exhibit "B" to Use and Cost Sharing Agreement (Roads)										
2											
3	Percent of Road										
4	Keystone		East		West		Vail				
5	Ranch	Square	Ranch	Square	Ranch	Square		Square	Total	Total Square	
6	%	Feet	%	Feet	%	Feet	%	Feet	%	Feet	
7											
8	26%	14130	12%	6688	22%	11829.00	40%	21770	100%	54415	Split %
9	25%	8636.25	25%	8636.25			50%	17272.5	100%	34545	Split %
10	50%	44891.5					50%	44891.5	100%	89783	Split %
11	34%	3260	33%	2152			33%	2152	100%	6521	Split %
12	50%	4193	50%	8382					100%	16764	Split %
13	15%	5754.3			85%	32607.7			100%	38362	Split %
14	100%	13378							100%	13378	
15	100%	11853							100%	11853	
16	100%	4444							100%	4444	
17	100%	6813							100%	6813	
18	100%	18821							100%	18821	
19	100%	20104							100%	20104	
20	100%	5995							100%	5995	
21	100%	3216							100%	3216	
22	100%	9359							100%	9359	
23	100%	2491							100%	2491	
24	100%	1825							100%	1825	
25											
26	Keystone		East		West		Vail				
27	Ranch	Square	Ranch	Square	Ranch	Square		Square			
28	%	Feet	%	Feet	%	Feet	%	Feet			
29											
30			100%	16563					100%	16563	
31			100%	15943					100%	15943	
32			100%	8520					100%	8520	
33			100%	9608					100%	9608	
34			100%	10127					100%	10127	
35			100%	40890					100%	40890	
36											
37											
38											
39											
40	Keystone		East		West		Vail				
41	Ranch	Square	Ranch	Square	Ranch	Square		Square			
42	%	Feet	%	Feet	%	Feet	%	Feet			
43											
44					100%	28936			100%	28936	Split %
45					100%	58920			100%	58920	
46					100%	22924			100%	22924	
47					100%	11835			100%	11835	
48					100%	22726			100%	22726	
49					100%	10876			100%	10876	
50					100%	13740			100%	13740	
51					100%	2474			100%	2474	
52					100%	1330			100%	1330	
53					100%	2906			100%	2906	
54											
55	Keystone		East		West		Vail				
56	Ranch	Square	Ranch	Square	Ranch	Square		Square			
57	%	Feet	%	Feet	%	Feet	%	Feet			
58											
59	25%	726	25%	726	25%	726	25%	726	100%	2864	Split %
60	25%	531	25%	531	25%	531	25%	531	100%	2127	Split %
61	25%	1748	25%	1748	25%	1748	25%	1748	100%	6993	Split %
62	25%	759	25%	759	25%	759	25%	759	100%	3034	Split %
63											
64											
65											
66											
67											
68											
69											
70	Keystone		East		West		Vail				
71	Total Square		Total Square		Total Square		Total Square				
72	Feet	179,655	Feet	129,109	Feet	224,857	Feet	87,687	621,308.0	577124.00	44184.00
73	Total %	28.92%	Total %	20.78%	Total %	36.19%	Total %	14.11%		100.00%	
74											
75											
76											
77											
78											
79											

**Special Meeting of the Board of Managers for the Keystone Ranch
Homeowners Association
September 25, 2023, 3 pm**

Call to Order. Meeting Called to Order 3:21 pm

Attendees (via Zoom).

Board Members John Pringle, Kris Ciccolo, Chris Ornes,
Vince Donahue.

Legal Counsel: Seth Murphy, Esq.

Basic Property Management: Eric Nicholds.

Property Owners: Ed Balcerzak, Roger and Greer
Kenworthy, Ephraim Starr, Jerry Karl, David Oetting.

Application for New Cement FiberBoard Exterior Siding. There has been an application made by the Kenworthys (63 Saxifrage Lane) to replace the exterior siding on their home to a cement fiber board that is fire resistant. James Hardie produces the product (Hardie Plank and Hardie Trim) and its attributes are that it is fire resistant and is colorfast. The product is covered by a 25-30 year manufacturer warranty. Current Keystone Ranch Architectural Standards do not permit cement board. The Board discussed the benefit of considering new fire-resistant products that are also in line with the architectural guidelines of the Ranch. The Board will address amending the Architectural Standards to allow for this product in the future. However, in the interim, the Board discussed granting an exception in this case, subject to approval of colors because the product is colorfast and not paintable.

Vote: Motion by Mr. Pringle to approve request by the Kenworthys to install Hardie Plank and Trim on their home as an exception to the existing Architectural Standards, subject to approval of colors; second by Mr. Ornes. All in favor, none opposed. Board will issue a letter to the Keystone Design Review Board (KDRB) indicating the same.

Board Vacancy Created By Resignation of Ms. Karl. The Board seat previously held by Jayn Karl is vacant. Mr. Pringle advised that three individuals had indicated an interest in being appointed on an interim basis to fill the vacancy. Those individuals are Jim Brown, Roger Kenworthy and Ephraim Starr. Board discussion followed.

Vote: Motion by Mr. Pringle to name Ephraim Starr as interim manager to finish Ms. Karl's term. Second by Mr. Ornes. All in favor. None opposed.

Closed Executive Session.

Vote. Motion by Ms. Ciccolo to go into executive session for the purpose of discussing covenant violations against specific landowners. The grounds for entering executive session were to protect owner privacy and to receive advice from counsel. Second by Mr. Ornes. All in favor, none opposed.

Mr. Murphy moved the Board and Property Manager into a separate executive break out room at 4:06 pm.

Return to Public Session.

Vote. Mr. Starr moved on Case No. 2023-1 (common area tree cutting) for further enforcement; second by Mr. Donahue. All in favor, none opposed.

Vote. Ms. Ciccolo moved on Case No. 2023-2 (exterior lighting) to appoint a committee of Mr. Donahue, Ms. Ciccolo and Mr. Ornes for further investigation regarding compliance; second by Mr. Donahue. All in favor, none opposed.

Vote. Mr. Pringle moved on Case No. 2023-3 (improperly stored vehicles) to appoint a committee of Mr. Donahue, Ms. Ciccolo and Mr.

Special Meeting of the Board of Managers
for the Keystone Ranch Homeowners Association
September 25, 2023

Ornes for enforcement; second by Mr. Donahue. All in favor, none opposed.

Mr. Murphy will prepare the notices of violation In Case Nos. 2023-1 and 2023-3 in the next couple of days.

Meeting Adjourned at 4:47pm.

By: /Kris Ciccolo/

Kris Ciccolo

KEYSTONE RANCH ASSOCIATION, INC.
BUDGET RATIFICATION MEETING
December 12, 2023

I. Roll Call

The Keystone Ranch Association, Inc. Budget Ratification Meeting was called to order at 10:00 a.m.

Board Members Present Were:

John Pringle, President
Vince Donahue, Director

Kris Ciccolo, Director

Owners Present Were:

William Fuller
Paul Stashick
Jim Minnick

Bob Scott
Marianne Halloran

Representing Basic Property Management were Gary Nicholds, Eric Nicholds and Madison Tomson.

Erika Krainz of Summit Management Resources transcribed the minutes from notes.

II. Owner Comments

1. Bob Scott objected to the budget due to the high expense for water. He estimated the cost was about \$7,000 per household. He felt Vail Resorts should be paying for the system since they own it. John Pringle clarified that the monthly cost is \$40/month, and there will be two Reserve collections of \$95/month and \$75/month, equating to \$210/month or \$2,520/year. Vail Resorts has decided to move forward with installation of water meters as recommended by two engineering consultants to provide more equitable billing and to help identify leaks.
2. Paul Stashick asked when the last Reserve Study was conducted. John Pringle said it was about eight years ago. Paul asked why the Reserve balance was being increased over the next several years from \$700,000 to \$1.7 million. He did not understand why a Special Assessment for the water meter installation was necessary given the high Reserve balance. He has taken photos of at least 35 homes that already have water meters. He suggested installing water meters on the short term rentals only to gauge the actual water usage and replacing parts on the existing meters rather than full replacement. If metering is implemented, the water company should be PUC regulated to protect the consumer. John noted that the primary assets of the Association are trees and roads. A Reserve Study is not necessary for the trees as there is ongoing maintenance. A Reserve Study was done for the roads and it is being followed in terms of ongoing maintenance.
3. Paul Stashick asked if there were Finance, Nominating or CC&R Committees. John Pringle responded that there were not any of those committees.

4. Paul Stashick suggested dissolving the Association and having the Town of Keystone take over the roads and open spaces, given the potential cost of the current lawsuit. John Pringle responded that the lawsuit costs should be covered by insurance. He suggested that Paul send the Board an email with his suggestions.
5. Paul Stashick stated that he opposed the 2024 Budget due to the lack of a current Reserve Study, insufficient legal fee budget and the water meter installation expense.
6. William Fuller reviewed his objections to the 2024 Budget. The individuals claiming to be the duly elected Board are illicitly holding their Board seats in direct violation of the Covenants so it is impossible to hold this meeting and approve a budget. The Board has made contradictory statements about the water system and Reserves. He would like an independent Task Force to be formed to evaluate the condition of the water system. There should not be any Reserve expenses for the pool that is owned by Vail Resorts as it is not an asset of the Association. The Association has not performed a Reserve Study per the rules adopted by the Association. The legal fees in the budget are misleading and are likely to be much higher. The lawsuit is likely to cause an extreme expense for the Association and there should be a Reserve line item to pay for an upcoming judgment against the HOA for its violation of the rules and Colorado law. Insurance is unlikely to pay for these costs and the Board has a fiduciary duty to inform the owners of its exposure.
7. Marianne Hallinan objected to the 2024 Budget because there is not a line item for the potential legal settlement expense. She asked if the insurance had declined to cover any claims or issued a reservation of rights letter and why there was a line item for income tax since the Association is a non-profit. Madison Tomson explained that the Association pays tax on investment income. A reservation of rights letter from the insurance company has not been received by BPM or the Board. John Pringle suggested that Marianne send the Board an email with her suggestions.
8. William Fuller said he has asked the Board that communications from him and other owners be disseminated to the community but they have not done so. Owners have only heard the Board's point of view.

Since the 2024 Budget was not vetoed by at least 51% of the membership, it was deemed ratified.

III. Adjournment

The meeting was adjourned at 10:59 a.m.

Approved By: _____
Board Member Signature

Date: _____

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