

DISTRICT COURT, COUNTY OF SUMMIT STATE OF COLORADO Court Address: 501 North Park Avenue P.O. Box 269 Breckenridge, CO 80424	DATE FILED October 28, 2025 4:53 PM FILING ID: 785BDF302D50F CASE NUMBER: 2025CV30204 ▲ COURT USE ONLY ▲
Plaintiff: OUR LADY OF THE RANCH, LLC, a Colorado limited liability company v. Defendant: KEYSTONE RANCH HOMEOWNERS ASSOCIATION, INC., a Colorado nonprofit corporation	
<i>Attorney for Plaintiff</i> Joshua T. Keltner #44697 Sweetbaum Miller PC 1200 Seventeenth Street, Suite 1250 Denver CO 80202 (303) 296-3377 jkeltner@sweetbaumlaw.com	Case No.: Division:
SUMMONS	

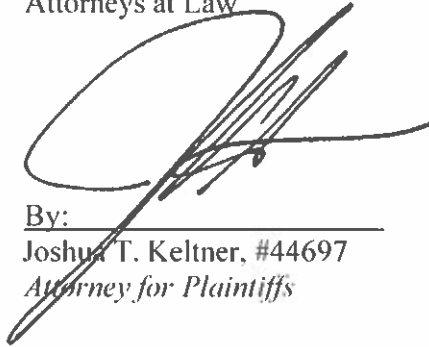
TO KEYSTONE RANCH HOMEOWNERS ASSOCIATION, INC.:

YOU ARE HEREBY SUMMONED and required to file with the Clerk of this Court an answer or other response to the attached Complaint. If service of the Summons and Complaint was made upon you within the State of Colorado, you are required to file your answer or other response within 21 days after such service upon you. If service of the Summons and Complaint was made upon you outside of the State of Colorado, you are required to file your answer or other response within 35 days after such service upon you. Your answer or counterclaim must be accompanied with the applicable filing fee.

If you fail to file your answer or other response to the Complaint in writing within the applicable time period, the Court may enter judgment by default against you for the relief demanded in the Complaint without further notice.

Dated October 28, 2025.

Sweetbaum Miller PC
Attorneys at Law



By: _____
Joshua T. Keltner, #44697
Attorney for Plaintiffs

In accordance with C.R.C.P. 121 §1-26 a printed or printable copy of this e-filed or e-served document, with original, electronic, or scanned signature(s), is available for inspection by authorized individuals or the Court upon request for such periods of time as applicable under law.

This Summons is issued pursuant to Rule 4, C.R.C.P., as amended. A copy of the Complaint must be served with this Summons. This form should not be used where service by publication is desired.

WARNING: A valid summons may be issued by a lawyer and it need not contain a court case number, the signature of a court officer, or a court seal. The plaintiff has 14 days from the date this summons was served on you to file the case with the court. You are responsible for contacting the court to find out whether the case has been filed and obtain the case number. If the plaintiff files the case within this time, then you must respond as explained in this summons. If the plaintiff files more than 14 days after the date the summons was served on you, the case may be dismissed upon motion and you may be entitled to seek attorney's fees from the plaintiff.

GENERAL ALLEGATIONS

6. Our Lady of the Ranch filed a previous lawsuit against the Association in Summit County, Colorado District, Case No. 2023CV030029 (the "Previous Action") challenging, among other things, the validity of recent amendments to the Association's restrictive covenants.

7. On February 27, 2025, Our Lady of the Ranch and the Association entered into a Settlement Agreement and Mutual Release (the "Settlement Agreement") resolving the claims between them in the Previous Action subject to certain terms and conditions. A copy of the Settlement Agreement is attached as **Exhibit A**.

8. In Section 3 of the Settlement Agreement, titled "No Aid or Assistance", the Association agreed as follows:

Defendant agrees that its officers, directors, employees, representatives, successors agents, and assigns, in their personal or professional capacities, will not aid or assist any current or future litigation by any third party against Plaintiff or its officers, directors, employees representatives, successors, agents, and assigns, unless otherwise required by law.

9. This provision was particularly material because, at the time the Settlement Agreement was negotiated and executed, Our Lady of the Ranch had already been sued by another member of the Association, the David P Oetting Living Trust Dated August 7, 2018 (the "Oetting Trust"), concerning alleged violations of the restrictive covenants at issue in the Previous Action.

10. The Settlement Agreement expressly references the Summit County District Court Case No. 2025CV030012 filed by the Oetting Trust against Our Lady of the Ranch on January 27, 2025 (the "Oetting Lawsuit"). *See* Ex. A, § 2.

11. Our Lady of the Ranch agreed to dismiss the Previous Action against the Association with prejudice on the express reliance that the Association would abide by Section 3 of the Settlement Agreement and refrain from assisting in litigation against Our Lady of the Ranch, including the Oetting Lawsuit.

12. An individual named Seth Murphy ("Mr. Murphy"), the Association's general counsel, participated in the mediation in the Previous Action at which the terms of the Settlement Agreement were agreed upon.

13. Mr. Murphy was directly involved in the negotiation and execution of the Settlement Agreement, and had personal knowledge of the terms therein, including the "No Aid or Assistance" provision.

14. Mr. Murphy was also personally aware that the Oetting Lawsuit had already been filed at the time the Settlement Agreement was executed.

15. In addition to being expressly referenced in the terms of the Settlement Agreement itself, Mr. Murphy was present at a hearing held in Summit County District Court on January 29, 2025, in which David Oetting, the trustee for the Oetting Trust, also appeared and referenced the Oetting Lawsuit on the record in open court.

16. On or about September 9, 2025, Mr. Murphy, representing himself as the Association's general counsel, voluntarily furnished a signed statement to counsel for the Oetting Trust supporting the Oetting Trust's arguments that 1) the Association's current dispute resolution policy (dated September 22, 2006) imposes no prelitigation requirements on unit owners or the Association, and 2) a prior July 2006 policy was superseded. A copy of Mr. Murphy's Statement made on behalf of the Association is attached and incorporated herein as **Exhibit B** (the "Murphy Statement").

17. The Murphy Statement was not provided under compulsion of subpoena and was not otherwise required by law.

18. The Murphy Statement includes assertions of fact about intentions underlying the enactment of the Association's written policies and procedures for which neither Mr. Murphy nor the Association provided any basis for personal knowledge.

19. The Murphy Statement also contains clearly erroneous conclusions of law that directly contradict a previous Court order in the Oetting Lawsuit whereby the Court had already concluded that the Association's dispute resolution policy applied and required the Oetting Trust to mediate under that policy.

20. Nevertheless, Counsel for the Oetting Trust used the Murphy Statement in support of a response in opposition to Our Lady of the Ranch's motion to dismiss Oetting's claims for, among other things, failing to abide by the Association's dispute resolution clause and failing to submit its claims to mediation before filing suit.

21. The Murphy Statement was also not the first time Mr. Murphy corresponded with counsel for the Oetting Trust following execution of the Settlement Agreement.

22. Counsel for the Oetting Trust also filed an April 25, 2025, email exchange between himself and Mr. Murphy wherein Mr. Murphy made many of the same unfounded assertions on behalf of the Association he would later make in the Murphy Statement. A copy of this April 25, 2025, email exchange, which was filed as an exhibit in the Oetting Lawsuit, is attached hereto as **Exhibit C**.

23. The Oetting Trust used Mr. Murphy's April 25, 2025, email correspondence in connection with an April 28, 2025, status report, wherein the Oetting Trust sought to impugn Our

Lady of the Ranch's successful motion to enforce the Association's dispute resolution policy and to cast doubt upon the legitimacy of the Court's order for the parties to mediate under that policy.

24. In all of these communications, Mr. Murphy has represented himself as having authority, both express and apparent, to speak authoritatively on the Association's behalf and to make pronouncements regarding the Association's position on various issues.

25. Mr. Murphy identifies himself in the Murphy Statement as the Association's general counsel. *See* Ex. B ("I serve as general counsel to Keystone Ranch Homeowners Association, Inc.")

26. There is also prior email correspondence from June 6, 2025, among Mr. Murphy, counsel for the Oetting Trust, and counsel for Our Lady of the Ranch (before Mr. Murphy provided the Murphy Statement) wherein Mr. Murphy authoritatively communicated the Association's position regarding a request from the Oetting Trust for the Association to designate a mediator under the Association's dispute resolution for the purposes of mediating the claims in the Oetting Lawsuit. A copy of this email correspondence is attached as **Exhibit D** (*see* Mr. Murphy's statement on page 2, "the Association hereby designates any independent mediator that is acceptable to both parties as the appropriate mediator in your dispute").

27. Mr. Murphy's authoritative statements of the Association's positions in all of these communications—without reservation and without including anyone else from the Association's Board of Directors on the correspondence—evidence that he believed he had the authority to make these representations on the Association's behalf.

28. On September 19, 2025, Counsel for Our Lady of the Ranch sent a letter to Mr. Murphy, the Association's registered agent, and the Association's counsel of record in the Previous Action detailing the breaches identified above and has never received a response. A copy of the September 19, 2025, letter is attached as **Exhibit E**.

29. The Association's failure to respond to Our Lady of the Ranch's September 19, 2025, letter confirms that the Association authorized Mr. Murphy to make the statements in the Murphy Letter on the Association's behalf.

30. The Association's voluntary production of the Murphy Statement to the Oetting Trust, and its repeated correspondence with counsel for the Oetting Trust regarding the applicability and enforceability of various Association policies with respect to the Oetting Lawsuit, has provided aid and assistance to the Oetting Trust in the Oetting Lawsuit and constitutes a material breach of the Settlement Agreement.

31. The Association's conduct provided an alleged basis for the Oetting Trust to extend argument and briefing on an issue that has already been decided in the Oetting Lawsuit—whether Oetting was required to mediate before filing suit.

32. The Association's conduct also needlessly extended the Oetting Lawsuit itself and, with it, the effect of two Notices of Lis Pendens Oetting improperly recorded against Our Lady of the Ranch's property in Keystone Ranch.

33. Those two Notices of Lis Pendens—recorded before Oetting even had the right to file suit under the Association's dispute resolution policy—have stigmatized Our Lady of the Ranch's property and are still preventing Our Lady of the Ranch from selling its property in Keystone Ranch.

34. The Association's aid and assistance have contributed to this continuing stigma and impairment to the salability of Our Lady of the Ranch's property—that, too, is damage stemming from the Association's breach.

35. The Association's efforts to bolster the Oetting Trust's argument that it was never required to comply with the Association's policies—even after the Court in the Oetting Lawsuit ordered that the Association's dispute resolution policy is enforceable—are therefore directly sustaining the alleged validity of otherwise improperly recorded encumbrances on Our Lady of the Ranch's property and causing Our Lady of the Ranch significant damage.

36. The Association's breach has directly harmed Our Lady of the Ranch by, among other things, 1) needlessly extending the argument and briefing concerning an issue in the Oetting Lawsuit that has already been decided causing Our Lady of the Ranch to incur additional costs and expenses in the Oetting Lawsuit, 2) extending the timeframe under which Our Lady of the Ranch's property has been subject to improperly recorded Notices of Lis Pendens for an action that Oetting was not yet entitled to bring, and 3) requiring Our Lady of the Ranch to take steps to prevent the Association from providing further aid and assistance to the Oetting Trust.

FIRST CAUSE OF ACTION
(Breach of Contract)

37. Our Lady of the Ranch incorporates all allegations in this complaint as if set forth herein.

38. The Settlement Agreement is a binding and enforceable contract.

39. Our Lady of the Ranch performed its obligations under the Settlement Agreement.

40. The Association breached the Settlement Agreement by providing direct aid and assistance to the Oetting Trust in the Oetting Lawsuit as detailed above.

41. As a result of the Association's breaches, Our Lady of the Ranch has suffered damages in an amount to be determined at trial.

42. Our Lady of the Ranch is further entitled to recover its reasonable attorneys' fees for this breach under the Settlement Agreement. *See* Ex. A § 5.

43. All conditions precedent to Our Lady of the Ranch's right to bring and maintain this claim have occurred or have otherwise been fulfilled.

JURY DEMAND

Plaintiff Our Lady of the Ranch hereby demands a jury trial on all triable claims.

PRAYER FOR RELIEF

WHEREFORE, Our Lady of the Ranch prays for judgment against the Association as follows:

- A. for actual, consequential, and diminution damages caused by the acts and omissions alleged herein;
- B. for pre- and post-judgment interest;
- C. for costs, expenses, and attorneys' fees as permitted by statute and the Settlement Agreement; and
- D. for such other and further relief as the Court may deem just and proper.

Dated this 28th day of October, 2025.

Respectfully submitted,

SWEETBAUM MILLER, PC

By: /s/ Joshua T. Keltner

Joshua T. Keltner, #44697

Attorneys for Plaintiff

Plaintiff's address:
22869 Hwy 6, Ste 204
Keystone, CO 80435

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release ("**Agreement**") is made and entered into by Our Lady of the Ranch, LLC ("**Plaintiff**") and Keystone Ranch Homeowners Association, Inc. ("**Defendant**"). Plaintiff and Defendant may be referred to in this Agreement each as a "**Party**" or collectively as the "**Parties**."

A. On February 16, 2023, Plaintiff filed a lawsuit in Summit County, Colorado District Court against Defendant, Case No. 2023CV030029 (the "**Action**").

B. The Parties and Defendant's Insurer, Mid-Century Insurance Company (A Stock Company), Member of The Farmers Insurance Group of Companies ("**Farmers**"), mediated the claims Plaintiff asserted in the Action on February 14, 2025, with Judge Robert McGahey of JAMS Denver (the "**Mediation**").

C. Plaintiff, Defendant, and Farmers reached a settlement in principle in the Mediation.

NOW, THEREFORE, in consideration of the covenants and conditions set forth below, the receipt and adequacy of which are hereby acknowledged, the Parties, intending to be legally bound hereto, agree as follows:

1. MONETARY CONSIDERATIONS

Plaintiff expressly acknowledges and agrees that any monetary considerations Plaintiff will receive pursuant to the terms and conditions of the separate confidential agreement entered into by Plaintiff and Farmers (the "**Confidential Agreement**") constitutes adequate consideration for the release of claims Plaintiff agrees to below in this Agreement.

2. MUTUAL RELEASE OF ALL CLAIMS

The Parties agree and recognize that the Parties, as part of this Agreement, do not admit any violation of law or any liability of any kind or nature to each other or to anyone else as a result of or arising out of the Action and/or the allegations and claims involved in the Action, and/or the Parties' relationships with each other.

With the exception of the Parties' obligations under this Agreement, the Parties for themselves and for their respective current or former officers, directors, employees, representatives, successors, insurers, agents and assigns, and all persons acting under, by, through or in concert with any of them, do hereby fully, irrevocably, and unconditionally release, acquit, remise, and forever discharge each other, and all persons acting under, by, through or in concert with any of them, including all of the Parties' respective current or former officers, directors, employees, representatives, successors, insurers, agents and assigns, and all persons

acting under, by, through or in concert with any of them (collectively, the **"Released Parties"**) from any and all actions, causes of action, obligations, costs, expenses, emotional distress claims, damages, losses, claims, liabilities, penalties, suits, debts, demands, or benefits, including attorneys' fees and costs, of whatever character, in law or in equity, known or unknown, suspected or unsuspected, matured or unmatured, of any kind or nature whatsoever, previously existing or now existing which the Parties now own or hold or held against any of the Released Parties, based on any act, omission, event, occurrence, or nonoccurrence including, but not limited to, any claims or causes of action that have been or could have been asserted by either of the Parties in the Action, or any other action or proceeding in law or equity, before the date this Agreement is mutually executed, as well as the allegations and claims asserted in, giving rise to, or related to the Action and/or the subject matter of a related action filed in the Summit County, Colorado District Court, Case No. 2024CV030244 (**"Released Claims"**). For the avoidance of doubt, the Released Claims also include, but are not limited to, any potential appeals of the Action or the related action filed in the Summit County, Colorado District Court, Case No. 2024CV030244. For the further avoidance of doubt, the Released Claims apply to Plaintiff's officers, directors, employees, representatives, successors, agents, and assigns in their individual capacities. Specifically, in executing this Agreement and the releases and waivers herein, the releases and waivers by Defendant shall have the same effect as Defendant having conclusively determined in good faith, in its business judgment, in accordance with the policies and procedures duly adopted by Defendant, and in accordance with Defendant's discretion under Colorado law as to the both the timing and manner of covenant enforcement, that any Released Claims that may exist or may have existed prior to the execution of this Agreement are or were not prudent for Defendant to have pursued or to pursue.

The Released Claims expressly exclude any fines or penalties Defendant could assess against Plaintiff for any violations of Defendant's Declaration and/or bylaws following the execution of this Agreement. The Released Claims also exclude claims for breach of this Agreement and any other claim that cannot be waived as a matter of law. To the fullest extent permitted by law, the Parties agree that none of them will institute or initiate any litigation or other suit against the Parties and/or Released Parties for any reason covered by the general and specific waiver of claims as set forth in this Agreement.

The Parties acknowledge that a lawsuit has been filed by the David P Oetting Living Trust against Our Lady of the Ranch, LLC, Summit County Case Number 2025CV030012 concerning alleged violations of Defendant's restrictive covenants (the **"Oetting Lawsuit"**). The Parties acknowledge that Plaintiff may be required to assert defenses and/or counterclaims and affirmative claims against the David P Oetting Living Trust and/or David Oetting, individually, based in part upon the validity of the Second Amendment to Declaration to Defendant's Declaration and agree that nothing in this Agreement is intended to prohibit Plaintiff from doing so. The Parties expressly agree that Plaintiff may assert in the Oetting lawsuit any argument raised in the Action. This includes but is not limited to arguments that the Second Amendment

to Declaration to Defendant's Declaration was improperly adopted, improperly executed, failed to receive sufficient votes, precluded by Colorado law, or that the vote on such amendments was improperly noticed, conducted, or counted. The use of these arguments is limited solely to Plaintiff's defense in the Oetting Action and any counterclaims or affirmative claims asserted against the David P Oetting Living Trust and/or David Oetting individually. In accordance with the terms of this Agreement, neither Plaintiff nor its officers, directors, employees, representatives, successors, agents, and assigns, in their personal or professional capacities, shall use any determination, holding, finding of fact, or ruling in the Oetting Lawsuit or upon any affirmative claims asserted against the David P Oetting Living Trust and/or David Oetting, individually, to assert any further affirmative claims against Defendant or to attempt to invalidate the Amended and Restated Second Amendment to Declaration to Defendant's Declaration. The Parties expressly agree that Plaintiff's assertion of any of the defenses and arguments discussed in this paragraph and/or any argument by Plaintiff that Defendant is a necessary party in either the Oetting Lawsuit or any other lawsuit filed against Plaintiff by any other member of Defendant shall not be a breach of this agreement.

For avoidance of doubt, the David P Oetting Living Trust and David Oetting, individually, are expressly excluded from the definition of "Released Parties."

3. NO AID OR ASSISTANCE

Plaintiff agrees that neither it, nor its officers, directors, employees, representatives, successors, agents, and assigns, in their personal or professional capacities, will aid or assist any current or future litigation or regulatory complaint by any third party against Defendant or its directors on its Board of Directors, unless otherwise required by law.

Defendant agrees that its officers, directors, employees, representatives, successors, agents, and assigns, in their personal or professional capacities, will not aid or assist any current or future litigation by any third party against Plaintiff or its officers, directors, employees, representatives, successors, agents, and assigns, unless otherwise required by law.

4. CONFIDENTIALITY OF AGREEMENT

Plaintiff hereby states, represents, warrants, and agrees that the terms of the Confidential Agreement, including, but not limited to, the amount of the Settlement Sum (as defined in the Confidential Agreement) provided in that agreement, are strictly confidential. This confidentiality provision shall apply to Plaintiff's officers, directors, employees, representatives, successors, agents, and assigns, as well as Plaintiff's counsel to the maximum extent allowed by law and the applicable Rules of Professional Conduct. Notwithstanding the foregoing, Plaintiff may communicate the financial terms of the Confidential Agreement to Plaintiff's counsel and Plaintiff's tax and financial advisors solely for the purpose of financial and tax planning or if

compelled by subpoena or as otherwise required by law or a court of competent jurisdiction. This provision is a material, essential, and indispensable condition of this Agreement.

Defendant agrees that its Board of Directors, homeowners' association management company, and each of Defendant's and homeowners' association management company's employees, representatives, successors, agents, and assigns, as well as Defendant's counsel, to the maximum extent allowed by the applicable Rules of Professional Conduct, will keep the terms and conditions of the Confidential Agreement confidential to the maximum extent permitted by law. Defendant is not a signatory to the Confidential Agreement, and that agreement is not maintained as a record of Defendant.

Notwithstanding the foregoing, Defendant and the above-referenced persons may communicate the financial terms of this Agreement for the purpose of financial and tax planning or if compelled by subpoena or as otherwise required by law or a court of competent jurisdiction. This provision is a material, essential, and indispensable condition of this Agreement. The Parties agree that this Agreement itself shall not be confidential, and an executed copy of this Agreement may be used for any purpose permitted by law.

5. ENFORCEMENT

In the event that there is a breach of the terms and conditions in this Agreement, the prevailing party shall be entitled to recover their reasonable attorneys' fees and other costs in a proceeding to enforce this Agreement or any provision thereof.

6. DISMISSAL OF THE SUIT

Within two (2) business days of the mutual execution of this Agreement, the confidential agreement entered into by Plaintiff and Farmers, and Plaintiff's receipt of any monetary consideration pursuant to the confidential agreement entered into by Plaintiff and Farmers, the Parties agree to file a stipulation of dismissal with prejudice to dismiss the Action, with the Parties to bear their own respective attorney fees and costs.

7. SEVERABILITY

If any term or provision of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will continue to be valid and will be performed, construed and enforced to the fullest extent permitted by law, and the invalid or unenforceable term will be amended, reformed, and/or limited in accordance with the intent of the Parties, as determined from the face of the Agreement, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

8. ASSIGNMENT OF CLAIMS

Except as expressly set forth below in this paragraph, the Parties hereby represent and warrant that they have not heretofore assigned or transferred or purported to assign or transfer to anyone or any entity any claims, assertions of claims, demands, actions, causes of action, or suits based upon, arising out of, pertaining to, concerning or connected with any other matters herein released. Plaintiff agrees to defend, indemnify and hold harmless Defendant against any claim, demand, damage, debt, liability, account, action, cause of action, attorneys' fees actually paid or incurred, cost, or expense arising out of or in connection with any such transfer, assignment or purported or claimed transfer or assignment. Defendant agrees to defend, indemnify and hold harmless Plaintiff against any claim, demand, damage, debt, liability, account, action, cause of action, attorneys' fees actually paid or incurred, cost, or expense arising out of or in connection with any such transfer, assignment or purported or claimed transfer or assignment.

9. INTEGRATION CLAUSE

This Agreement constitutes and contains the entire agreement and understanding between the Parties concerning the subject matter of this Agreement and supersedes and replaces all prior negotiations and agreements proposed or otherwise, whether written or oral, concerning the subject matter of this Agreement. This is an integrated document.

10. BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the respective Parties hereto, their respective legal successors, heirs, administrators, executors, assigns and each of them.

11. CAPTIONS

The captions utilized herein have been inserted solely for identification and reference purposes only and shall not be used in the construction or interpretation of this Agreement.

12. NON-ADMISSION OF LIABILITY

The Parties acknowledge that nothing in this Agreement constitutes an admission of liability, express or implied, on the part of any of the Parties with respect to any fact, matter or event which may be involved in the Action or in any underlying events or incidents.

13. JOINT DRAFTING

The Parties agree and understand that this Agreement is deemed to have been drafted jointly by the Parties. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting to any party.

14. ATTORNEYS' FEES AND COSTS

Nothing in this Agreement, nor the existence of this Agreement, shall be interpreted to render any of the Parties a prevailing party for any purpose, including, but not limited to, an award of attorneys' fees and costs. The Parties agree that each party shall bear their own attorneys' fees and costs.

15. COUNTERPARTS

This Agreement may be signed in separate counterparts, which together shall constitute one instrument.

16. FACSIMILE/ELECTRONICALLY TRANSMITTED SIGNATURES

A signed facsimile/electronically signed and/or transmitted version of this Agreement by any Party shall have the same force and effect as a signed original of this Agreement.

17. CHOICE OF LAW

This Agreement shall be construed in accordance with the laws of the State of Colorado without regard to conflicts of law provisions.

18. WAIVER AND MODIFICATION

No term or condition of this Agreement may be waived or modified except in a writing signed by the party to be bound thereby.

19. ADMISSIBILITY OF AGREEMENT

This Agreement is admissible and subject to disclosure for the purpose of enforcing this Agreement, and the provisions of the confidentiality agreement signed by the Parties relative to the negotiation of this Agreement are waived with respect to any lawsuit to enforce this Agreement.

20. VOLUNTARY EXECUTION

The Parties sign this Agreement without reliance upon any representation by any of the other Parties outside of the terms of this Agreement. The Parties were represented by their respective independent legal counsel and have executed this Agreement knowingly, voluntarily, and without coercion or fraud.

[SIGNATURE PAGE FOLLOWS]

THIS IS A RELEASE. READ BEFORE SIGNING.

DATED: February 27th, 2025

OUR LADY OF THE RANCH, LLC

By: William Fuller

Name: William Fuller

Its: Principal

DATED: February 27, 2025

**KEYSTONE RANCH HOMEOWNERS
ASSOCIATION, INC.**

By: [Signature]

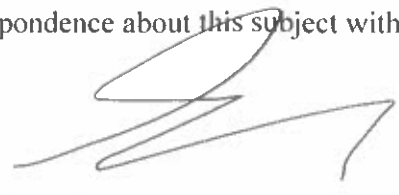
Name: Lotta V. TRINGLE

Its: Authorized Representative

DISTRICT COURT, SUMMIT COUNTY, COLORADO 501 N. Park Avenue PO Box 269 Breckenridge CO 80424 (970) 453-2272	DATE FILED September 22, 2025 5:51:58 PM FILING ID: 908BDB30210E014 CASE NUMBER: 2025CV30003 <p style="text-align: center;">▲ COURT USE ONLY ▲</p>
Plaintiff: DAVID P. OETTING LIVING TRUST DATED AUGUST 7, 2018 v. Defendants: OUR LADY OF THE RANCH, LLC, a Colorado limited liability company	
	Case No.: 2025CV30012 Division: R
AFFIDAVIT OF SETH MURPHY	

I, Seth Murphy, Esq., being of lawful age and being duly sworn under oath, depose and state as follows:

1. I am a licensed attorney in Colorado.
2. I serve as general counsel to Keystone Ranch Homeowners Association, Inc., a Colorado nonprofit corporation (the "Association").
3. I am familiar with the Association's governing documents.
4. The Association's current dispute resolution policy is the version dated September 22, 2006, that has been provided to me as Exhibit L.
5. The Association's prior dispute resolution policy dated July 2006, which was provided to me as Exhibit K, was entirely superseded and replaced by the current policy. In other words, the July 2006 policy is no longer effective.
6. Under the current policy, there are no prelitigation requirements that must be followed by either the Association or any unit owners.
7. I previously exchanged e-mail correspondence about this subject with Noah Klug, Esq., dated April 24-25, 2025.



 Seth Murphy, Esq.

Monday, April 28, 2025 at 9:34:32 AM Mountain Daylight Time

Subject: RE: Keystone Ranch

Date: Friday, April 25, 2025 at 3:36:11 PM Mountain Daylight Time

From: Seth Murphy <seth.murphy@practicallawyer.com>

To: noah@thekluglawfirm.com <noah@thekluglawfirm.com>

DATE FILED

October 28, 2025 4:53 PM

FILING ID: 785BDF302D50F

CASE NUMBER: 2025CV30204

Hi Noah. You are correct, the September 22, 2006 Dispute Resolution Policy is the policy currently in effect. The July, 2006 policy was superseded by the 9/22/06 version and no longer effective.

Have a good weekend.

Seth Murphy

Spieler, Woodward, Corbalis & Goldberg, PC

5050 South Syracuse Street, Suite 900

Denver, CO 80237

303.792.3456 - telephone

303.999.3413 - direct

970-485-0894 - cell

Email - seth.murphy@practicallawyer.com

From: noah@thekluglawfirm.com <noah@thekluglawfirm.com>

Sent: Thursday, April 24, 2025 12:01 PM

To: Seth Murphy <seth.murphy@practicallawyer.com>

Subject: Keystone Ranch

Hi Seth:

Can you please confirm that the Association's current dispute resolution policy is the one attached as Exhibit L (dated September 2006) rather than the one included in the attached Exhibit K (dated July 2006)? It looks to me like the Association adopted the first policy and then adopted a replacement policy, but I just want to confirm that. Thanks.

Noah Klug

Attorney and Counselor at Law

The Klug Law Firm, LLC

Telephone: 970-468-4953

Fax: 800-675-1349

Mailing address:

PO Box 6683, Breckenridge CO 80424

Shipping and physical address:

325 Lake Dillon Drive, Suite 102, Dillon CO 80435





Outlook

RE: Keystone Ranch

From Seth Murphy <seth.murphy@practicallawyer.com>
Date Wed 2025-06-25 5:32 PM
To noah@thekluglawfirm.com <noah@thekluglawfirm.com>; Josh Keltner <jkeltner@sweetbaumlaw.com>

DATE FILED
October 28, 2025 4:53 PM
FILING ID: 785BDF302D50F
CASE NUMBER: 2025CV30204

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Noah and Josh. Noah, thanks for the email below.

I was not aware of the Court's Order compelling compliance with the July 2006 Dispute Resolution Policy ("July 2006 DRP"), but after receiving your email I read the applicable pleadings to get up to speed.

Of course, the Association finds this request confusing, given the July 2006 DRP was superseded by the September 2006 DRP, but after reviewing the pleadings it appears the Court was advised of this fact and her Order stands, so both of your clients are therefore required to comply.

As such, in response to the issues raised in Noah's email:

Concerning the obligation to negotiate prior to filing litigation, the language of the July 2006 DRP states:

*"The Claimant and Respondent 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 negotiating a resolution of the Claim.**"*

From my review of this language, it is clear the Association's obligation to appoint a representative to assist in negotiations is discretionary, and not mandatory. Specifically: "the Board may appoint a representative..."

Given the discretionary nature of this language, the Association respectfully declines this request and will not appoint a representative to assist with the negotiations.

Next, concerning the obligation to mediate prior to filing litigation, the language of the July 2006 DRP states:

"If the parties have not resolved the Claim through negotiation within 30 days of the date of the notice described in subsection 1 above (or within such other period as the parties may agree upon), the Claimant shall have 30 additional days to submit the Claim to mediation with an entity designated by the Association (if the Association is not a party to the Claim) or to an independent agency providing dispute resolution services in Colorado."

It appears this language permits the parties to submit the mediation to an independent agency providing dispute resolution services regardless of the Association's designation. However, to the extent it is helpful to your clients or otherwise necessary to satisfy your compliance with the July 2006 DRP, the Association hereby designates any independent mediator that is acceptable to both parties as the appropriate mediator in your dispute.

Hopefully this has been helpful. My client truly hopes you are able resolve this matter acceptable to both parties.

Thanks,

Seth Murphy

Spieler, Woodward, Corbalis & Goldberg, PC
5050 South Syracuse Street, Suite 900
Denver, CO 80237
303.792.3456 - telephone
303.999.3413 - direct
970.485.0894 - cell
Email - seth.murphy@practicallawyer.com

From: noah@thekluglawfirm.com <noah@thekluglawfirm.com>
Sent: Tuesday, June 24, 2025 3:45 PM
To: Seth Murphy <seth.murphy@practicallawyer.com>
Subject: Keystone Ranch

Hi Seth:

I think you know that the court ordered Fuller and Oetting to follow the dispute resolution policy in the attached document. In accordance with Section B(2) of the policy, which I am pasting below, Mr. Oetting requests that the Association appoint a representative to assist the parties in negotiating a resolution of his attached claim. The person would hopefully be able to facilitate the in-person meeting contemplated in the policy, which Fuller so far refuses to comply with despite the court order.

2. Negotiation. The Claimant and Respondent 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 negotiating a resolution of the Claim.

In addition, in accordance with Section B(3) of the policy, which I am pasting below, Mr. Oetting would like to know what entity the Association designates for mediation....?

3. Mediation. If the parties have not resolved the Claim through negotiation within 30 days of the date of the notice described in subsection 1 above (or within such other period as the parties may agree upon), the Claimant shall have 30 additional days to submit the Claim to mediation with an entity designated by the Association (if the Association is not a party to the Claim) or to an independent agency providing dispute resolution services in Colorado.

Because Mr. Oetting submitted the attached claim on April 30, he is required to submit the dispute to mediation by June 29. Therefore, I need to know the Association's mediation choice ASAP. Thank you.

Noah Klug
Attorney and Counselor at Law
The Klug Law Firm, LLC
Telephone: 970-468-4953
Fax: 800-675-1349

Mailing address:
PO Box 6683, Breckenridge CO 80424

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325 Lake Dillon Drive, Suite 102, Dillon CO 80435

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DATE FILED

October 28, 2025 4:53 PM

FILING ID: 785BDF302D50F

CASE NUMBER: 2025CV00204

Joshua T. Keltner
jkeltner@sweetbaumlaw.com

September 19, 2025

Via email and certified mail, tracking #

7022 2410 0000 2458 5154, to:

Keystone Ranch Homeowners Association,
Inc. c/o

Basic Property Management Inc.

PO Box 4844

Dillon, CO 80435

kerry@basicproperty.com

gary.nicholds@basicproperty.com

Via email and certified mail, tracking #

7022 2410 0000 2458 5185, to:

Frederick T. Winters, Esq.

Jeffrey H. McClelland, Esq.

Lewis Brisbois Bisgaard & Smith LLP

1700 Lincoln Street, Suite 3500

Denver, CO 80203

frederick.winters@lewisbrisbois.com

jeffrey.mcclelland@lewisbrisbois.com

Via email and certified mail, tracking #

7022 2410 0000 2458 5161, to:

Seth Murphy, Esq.

Spierer Woodward Corbalis Goldberg

5050 S. Syracuse St., Ste. 900

Denver, CO 80237

seth.murphy@practicallawyer.com

Re: Notice of Breach of Settlement Agreement / Demand to Cease and Desist from
Improper Litigation Assistance / Demand to Preserve Records
Our File No.: O183.004

Mr. Murphy and members of the Board of Managers,

This letter serves three purposes. First, it serves as notice that Keystone Ranch Homeowners Association, Inc. (the "Association") is in breach of the Settlement Agreement and Mutual Release executed February 27, 2025 (the "Settlement Agreement"), entered into between Our Lady of the Ranch, LLC ("Our Lady of the Ranch") (as Plaintiff) and the Association (as Defendant) in Summit County District Court Case No. 2023CV030029 (the "HOA Lawsuit"). Second, it demands that the Association and Mr. Murphy immediately cease communications with counsel for the David P. Oetting Living Trust Dated August 7, 2018 (the "Oetting Trust"). And third, it demands that the Association and Mr. Murphy preserve all communications with

and/or about David Oetting, the Oetting Trust, and/or counsel for the Oetting Trust because litigation against the Association is imminent.

Section 3 of the Settlement Agreement, titled "No Aid or Assistance", states that the Association "will not aid or assist any current or future litigation or regulatory complaint by any third party against [Our Lady of the Ranch]" unless required by law. The agreement binds the Association's "representatives" and "agents," "in their personal and professional capacities," including counsel. In reliance on this promise, Our Lady of the Ranch agreed to dismiss the underlying lawsuit with prejudice.

On or about September 9, 2025, Mr. Murphy, representing himself as the Association's general counsel, voluntarily furnished a sworn declaration to counsel for the Oetting Trust supporting the Oetting Trust's arguments that 1) the Association's current dispute resolution policy (dated September 22, 2006) imposes no prelitigation requirements on unit owners or the Association, and 2) a prior July 2006 policy was superseded. The Oetting Trust is the plaintiff in a lawsuit against Our of the Lady of the Ranch in Summit County District Court, Case No. 2025CV030012 (the "Oetting Lawsuit"). The Oetting Lawsuit had already been filed when the Settlement Agreement was executed and was expressly referenced in the Settlement Agreement (*see* Section 2). This statement was not provided under compulsion of subpoena. A copy of the "Declaration" is also enclosed for your review.

There are three fundamental problems with Mr. Murphy's conduct: 1) Mr. Murphy has made assertions of fact for which he has shown no foundation or personal knowledge, 2) his legal conclusions about these policies are facially incorrect in light of the plain language of the policies themselves, and most importantly, 3) this conduct provided direct aid and assistance to the Oetting Trust in its lawsuit against Our Lady of the Ranch that was not required by law. Mr. Murphy's conduct was inconsistent with the Association's obligations under the Settlement Agreement and has materially harmed Our Lady of the Ranch. The assertions made were unfounded, legally incorrect, and inappropriate under the circumstances.

This is also not the first time Mr. Murphy has corresponded with counsel for the Oetting Trust following execution of the Settlement Agreement. Counsel for the Oetting Trust also filed an April 25, 2025, email exchange between himself and Mr. Murphy wherein Mr. Murphy made

many of the same assertions he would later make in the Declaration. This, too, is a breach of the Settlement Agreement.

This conduct is exactly what the "No Aid or Assistance" clause in the Settlement Agreement was intended to protect against, and Our Lady of the Ranch has been damaged by this conduct. Counsel for the Oetting Trust has used Mr. Murphy's representations as grounds for filing a substantial amount of briefing in the Oetting Lawsuit. Responding to this briefing has required additional time and costs that Our Lady of the Ranch would not have otherwise had to expend. Our Lady of the Ranch is still accruing damages because of the Association's breach, and a separate damages demand is forthcoming. In the meantime, it is crucial that the Association and Mr. Murphy cease this behavior.

Accordingly, Our Lady of the Ranch demands that:

1) The Association, its officers, directors, agents, employees, representatives, successors, agents and assigns, specifically including but not limited to Mr. Murphy, **immediately cease all further communication** with counsel for the Oetting Trust regarding any of the following: Our Lady of the Ranch, William Fuller, the HOA lawsuit, the settlement of the HOA lawsuit, David Oetting, and/or the Oetting Lawsuit;

2) The Association immediately ensure that its officers, directors, agents, employees, representatives, successors, agents and assigns, specifically including but not limited to Mr. Murphy, **preserve all communications and evidence of communications** with and/or about David Oetting, the Oetting Trust, and/or counsel for the Oetting Trust because litigation is pending. This demand specifically includes communications preceding the execution of the Settlement Agreement.

Failure to meet these demands will constitute additional breaches of the Settlement Agreement and may also violate your obligations under Colorado law.

It is disappointing that the Association has not upheld its obligations under the Settlement Agreement, particularly given the substantial time and effort all parties invested in crafting and implementing it after a costly and arduous litigation process. The purpose of the

SWEETBAUM MILLER PC

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Settlement Agreement was to avoid exactly this kind of future entanglement. The actions of both the Association and Mr. Murphy undermine that purpose.

Please confirm as soon as possible that you have received this correspondence and that you intend to comply with these demands.

Very truly yours,

Joshua Keltner

JTK/pvc

FORM 1.2. DISTRICT COURT CIVIL (CV) CASE COVER SHEET FOR INITIAL PLEADING OF COMPLAINT, COUNTERCLAIM, CROSS-CLAIM OR THIRD-PARTY COMPLAINT AND JURY DEMAND

DATE FILED
October 28, 2025 4:53 PM
FILING ID: 785BDF302D50F
CASE NUMBER: 2025CV30204

DISTRICT COURT, COUNTY OF SUMMIT STATE OF COLORADO Court Address: 501 North Park Avenue P.O. Box 269 Breckenridge, CO 80424	<p style="text-align: center;">▲ COURT USE ONLY ▲</p>
Plaintiff: OUR LADY OF THE RANCH, LLC, a Colorado limited liability company v. Defendant: KEYSTONE RANCH HOMEOWNERS ASSOCIATION, INC., a Colorado nonprofit corporation	
<i>Attorneys for Plaintiff</i> Joshua T. Keltner #44697 Sweetbaum Miller PC 1200 Seventeenth Street, Suite 1250 Denver CO 80202 (303) 296-3377 jkeltner@sweetbaumlaw.com	Case No.: Division:
<p style="text-align: center;">DISTRICT COURT CIVIL (CV) CASE COVER SHEET FOR INITIAL PLEADING OF COMPLAINT, COUNTERCLAIM, CROSS-CLAIM OR THIRD-PARTY COMPLAINT AND JURY DEMAND</p>	

1. This cover sheet shall be filed with the initial pleading of a complaint, counterclaim, cross-claim or third party complaint in every district court civil (CV) case. It shall not be filed in Domestic Relations (DR), Probate (PR), Juvenile (JA, JR, JD, JV), or Mental Health (MH) cases or in Water (CW) proceedings subject to sections 37-92-302 to 37-92-305, C.R.S. Failure to file this cover sheet is not a jurisdictional defect in the pleading but may result in a clerk's show cause order requiring its filing.
2. Simplified Procedure under C.R.C.P. 16.1 **applies** to this case **unless** (check one box below if this party asserts that C.R.C.P. 16.1 **does not** apply):
 - ☐ This is a class action, forcible entry and detainer, Rule 106, Rule 120, or other similar expedited proceeding. **or**
 - ☒ This party is seeking a monetary judgment against another party of more than \$100,000.00, exclusive of interest and costs, as supported by the following certification:

By my signature below and in compliance with C.R.C.P. 11, based upon information reasonably available to me at this time, I certify that the value of this party's claims against one of the other parties is reasonably believed to exceed \$100,000.

Or

☐ Another party has previously filed a cover sheet stating that C.R.C.P. 16.1 does not apply to this case.

3. ☒ This party makes a **Jury Demand** at this time and pays the requisite fee. See C.R.C.P. 38. (Checking this box is optional.)

Date: October 28, 2025

s/ William Fuller

Signature of Party

Date: October 28, 2025

s/ Joshua T. Keltner

Signature of Attorney for Party (if any)

NOTICE

This cover sheet must be served on all other parties along with the initial pleading of a complaint, counterclaim, cross-claim, or third party complaint.