

# **EXHIBIT J**

CCIOA Policies, Assoc. Declaration, Bylaws

**DECLARATION  
FOR  
COAL SEAM OWNERS ASSOCIATION**

DECLARATION FOR  
COAL SEAM LLC

THIS DECLARATION FOR COAL SEAM OWNERS ASSOCIATION is made and entered into this 25th day of September, 2025, by Coal Seam, LLC, a Colorado limited liability company (the "Declarant").

Recitals

A. Declarant is the owner of the real property located in the Town of New Castle, Garfield County, State of Colorado identified on attached Exhibit A (the "Property"). The purpose of this Declaration is to create a re-subdivision of Lot 1, Riverside Park P.U.D. ("Project") into two separate lots (Lots 1A and 1B), along with Common Elements, and to set forth the rights, obligations and restrictions of the owners of those re-subdivided lots.

B. The Property is currently vacant, but pursuant to the re-subdivision approval by the Town of New Castle, may be improved with four apartments units (each a "Unit") and a single commercial restaurant Unit, all to be located on Lot 1B. Lot 1A is intended for development as a seventy room motel, with attendant facilities for the service of motel guests and visitors. The Lots shall further be improved with parking spaces and driveways. The functions, activities, physical appearance and other features commonly associated with residential uses hereby are and shall be expressly permitted in the Community (defined below), as more particularly described, provided for and governed herein.

C. This Declaration and the Association (defined below) are being formed to (1) provide for the operation, administration, use, and maintenance of certain common areas and other property as described herein below; (2) to preserve, protect, and enhance the values and amenities of such property; and (3) to promote the health, safety, and welfare of the members of the Association.

D. The Lots and Units are designated on the Plat. The Common Elements are also designated on the Plat.

E. By this Declaration and the Plat, a plan is hereby established for the separate fee simple ownership of the Lots by the Owners as depicted in the Plat.

NOW, THEREFORE, the Declarant does hereby publish and declare that the following terms, covenants, conditions, easements, restrictions, uses, reservations, limitations, and obligations shall be deemed to run with the land comprising the Property and the Community, and shall be a burden and a benefit to the Owners, their lenders, grantees, successors, heirs, executors, administrators, devisees, and assigns.

## ARTICLE 1

### General Purposes and Declaration

1.1 General Purposes. Declarant is the owner of certain real property described on Exhibit A, according to the Plat defined below. The real property, together with all improvements now or hereafter situated thereon, are hereinafter collectively referred to as the "Project." Declarant intends to develop the Project as a planned community under the name and style of "COAL SEAM". The planned community hereby created is hereinafter referred to as the "Community". The Community shall contain a maximum of four (4) residential apartment units, a commercial restaurant, and a 71-room hotel.

1.2 Declaration. For the purposes set forth above and herein, the Declarant for itself and its successors and assigns hereby declares that the Community and each part thereof shall be owned, held, transferred, conveyed, sold, leased, rented, hypothecated, encumbered, used, occupied, improved, altered, maintained and enjoyed subject to the covenants, conditions, restrictions, assessments, charges, servitudes, liens, reservations, exceptions, easements, privileges, rights and other provisions hereinafter set forth, for the duration hereof, all of which are declared to be part of, pursuant to, and in furtherance of a common and general plan of development, improvement, enhancement, use, occupancy and enjoyment of the Community, and all of which shall run with the land and be binding upon and inure to the benefit of (i) the Community and every part thereof, (ii) Declarant and its successors and assigns, (iii) the Association and its successors and assigns, (iv) every Member of the Association, and (v) all Owners, Occupants and other Persons having or acquiring any right, title, or interest in or to the Community or any part thereof, including all improvements therein, and their respective heirs, personal representatives, successors and assigns.

## ARTICLE 2

### Definitions

When used in this Declaration, the following terms shall have the meanings hereinafter specified. If a term is not defined herein, it shall have the meaning ascribed to it in the Master Declaration.

2.1 Allocated Interests. "Allocated Interests" means the Common Expenses liability and the votes in the Association allocated to each Lot, which interests are allocated as follows:

- (a) The Common Expenses liability allocated to each Unit as stated on attached Exhibit B. Such percentage is then multiplied by the Common Expenses or the Assessment in question to determine that Lots share thereof. Common Expenses liability of a Lot is determined without reference to the location, value or use of the Lot.
- (b) One (1) vote in the Association is allocated to each Lot in the Community.

The Allocated Interests for the Community are specifically set forth on Exhibit B attached hereto and made a part hereof by this reference.

2.2 Articles of Incorporation. "Articles of Incorporation" or "Articles" means the Articles of Incorporation of Coal Seam Owners Association, a not-for-profit corporation, which have been or will be filed with the office of the Secretary of State of the State of Colorado, as the same may be amended from time to time.

2.3 Assessment. "Assessment" means a Regular Assessment, Special Assessment, or Reimbursement Assessment.

2.4 Association. "Association" means the Coal Seam Owners Association, a Colorado nonprofit corporation, its successors and assigns.

2.5 Board of Directors. "Board of Directors" or "Board" means the executive body of the Association.

2.6 Budget. "Budget" means a written itemized estimate of the Common Expenses to be incurred by the Association in performing its functions under this Declaration and adopted by the Board of Directors pursuant to Section 10.7 of this Declaration.

2.7 Building or Buildings. "Building" or "Buildings" means one or more of the structures that may be constructed from time to time on the Property.

2.8 Bylaws. "Bylaws" means the Bylaws of the Association which have been or will be adopted by the Board of Directors of the Association, as the same may be amended from time to time.

2.9 Common Elements. "Common Elements" means all of the Property designated as 'common element' on the attached Plat. Ownership of the Common Elements shall be conveyed to the Association upon the approval and filing of the Plat, and shall include, but are not limited to:

- (a) All land designated as Common Element on the Plat, and all improvements, landscaping, fixtures and personal property thereon which may from time to time be owned by the Association, and all common lighting, common utilities (including without limitation the common water, sewer main, water main and storm drainage system), common access driveway, and water features within the Community; and
- (b) All easements created or reserved on the Plat, in this Declaration, or in any separate agreement, for the use and benefit of the Association.

2.10 Common Expenses. "Common Expenses" means any expenditures made or liabilities incurred by or on behalf of the Association, together with any allocations to reserves.

2.11 Community. "Community" means the real property described as Coal Seam GPUD according to the Plat together with all improvements and other amenities now or hereafter located

thereon, and together with all easements, rights, appurtenances and privileges belonging or in any way pertaining thereto.

2.12 Declaration. "Declaration" means this Declaration for COAL SEAM, as it may be amended from time to time.

2.13 Governing Documents. "Governing Documents" means the Declaration, the Articles, the Bylaws, the Rules, the Design Guidelines, and the Construction Rules.

2.14 Lot. "Lot" means each of the Lots identified on Exhibit B of the COAL SEAM as depicted and described on the Plat.

2.15 Member. "Member" means each Lot Owner, including the Declarant and any Successor Declarant. Membership in the Association shall be appurtenant to, and may not be separated from, ownership of a Lot.

2.16 Occupant. "Occupant" means any person who is a tenant in a Unit pursuant to a lease with the Owner thereof, or any person who is present within the Community as a family member, guest or invitee of an Owner, an Occupant, or the Association.

2.17 Owner. "Owner" means the Person, including Declarant, or, if more than one, all Persons collectively, who hold fee simple title of record to a Lot, including sellers under executory contracts of sale and excluding buyers thereunder.

2.18 Person. "Person" means a natural person, a corporation, a partnership, a limited liability company, an association, a trust, or any other entity or any combination thereof.

2.19 Plat. "Plat" means Coal Seam GPUD Plat, Filing No. \_ recorded on \_\_\_\_\_, 202\_, as Reception No. \_\_\_\_\_ in the Office of the Clerk and Recorder of Garfield County, Colorado, as the Plat may be amended from time to time.

2.20 Regular Assessment. "Regular Assessment" means a charge against each Owner and the Owner's Lot for purposes of covering the annual costs of operating and administering the Association and all other Common Expenses. Regular Assessments are based on a Budget adopted by the Board of Directors in accordance with Section 10.7 below, and are allocated to the Lots in accordance with the Allocated Interests.

2.21 Reimbursement Assessment. "Reimbursement Assessment" means a charge against a particular Owner and the Owner's Lot for the purpose of reimbursing the Association for costs and expenses incurred by the Association in connection with the enforcement of any provision hereof or the remedying of any violation by the Owner or an Occupant of this Declaration or any amendment hereto, the Articles, Bylaws, or Rules and Regulations, or for purposes set forth in the Declaration, pursuant to Section 10.9 hereof, together with late charges and interest as provided for herein. Reimbursement Assessments shall include, without limitation, any Common Expense caused by the misconduct of any Lot Owner or of such Owner's Occupants.

2.22 Rules and Regulations. "Rules and Regulations" means such rules and regulations as may be adopted from time to time by the Board of Directors, as provided in Section 7.3 of this Declaration.

2.23 Special Assessment. "Special Assessment" means a charge against each Owner and the Owner's Lot for purposes of reimbursing the Association for costs and expenses incurred or to be incurred by the Association for the purpose of paying for the construction, reconstruction, repair or replacement of capital improvements within the Community, the costs of which were not included in a Regular Assessment, or for excess reconstruction costs or other extraordinary expenses, or for funding any operating deficit of the Association, as authorized by the Board of Directors from time to time as provided herein.

### ARTICLE 3

#### General Provisions and Restrictions Applicable to the Community

3.1 Intent of Declaration. It is the intention of Declarant to establish and impose a common and general plan for the improvement, development, use and occupancy of the Community, all in order to enhance the value, desirability, and attractiveness of the Community and to promote the marketing, development and enjoyment thereof. Accordingly, Declarant hereby declares that the entire Community shall be owned, held, used occupied, improved, altered, maintained, conveyed, leased, encumbered and enjoyed subject to the covenants, conditions, restrictions, reservations, easements, rights and other provisions contained in this Declaration.

3.2 Description of a Lot. Every contract for sale, deed, lease, security interest and every other legal document or instrument shall legally describe a Lot as follows:

Lot \_\_\_\_\_, COAL SEAM , according to the Declaration for COAL SEAM , recorded as Reception No. \_\_\_\_\_ on April 29, 2024 and according to the Plat recorded as Reception No. \_\_\_\_\_ recorded on \_\_\_\_\_, 202\_ in the Office of the Clerk and Recorder of Garfield County, Colorado.

Such description shall be legally sufficient for all purposes to sell, convey, transfer, encumber or otherwise affect the Lot and its appurtenances, including all improvements thereon, and to incorporate all of the rights, interests, obligations, restrictions and burdens appurtenant or incident to ownership of a Lot as set forth in this Declaration and the Plat. Each such description shall be construed to include a non-exclusive easement over the Common Elements for appropriate ingress and egress to and from each Lot, and a non-exclusive right to use and enjoy the Common Elements subject to all applicable provisions of this Declaration.

3.3 No Partition or Subdivision. Common Elements shall be owned by the Association as herein provided and shall remain undivided, and no Owner or other Person shall bring any action for partition or division of the Common Elements.

3.4 Separate Assessment. Declarant shall give written notice to the Assessor of Garfield County, Colorado requesting that the Lots be separately assessed and taxed and that the total value of the Common Elements be assessed and taxed proportionately in accordance with the allocated Common Expense liability of each Lot. After this Declaration has been recorded in the Project records of Garfield County, Colorado, Declarant shall deliver a copy of this Declaration as recorded to the Assessor of Garfield County, Colorado.

3.5 Mechanic's Liens.

(a) If any Owner shall cause or permit any material to be furnished to such Owner's Lot or any labor or services to be performed thereon, no Owner of any other Lot shall be liable for the payment of any expense incurred or for the value of any work done or material furnished. All such work shall be at the expense of the Owner causing it to be done and such Owner shall be solely responsible to contractors, laborers, materialmen and other Persons furnishing labor, services or materials to such Owner's Lot. Nothing herein contained shall authorize any Owner or any Person dealing through, with or under any Owner to charge the Common Elements or any Lot other than that of such Owner with any mechanic's or materialmen's lien or other lien or encumbrance whatsoever. Notice is hereby given that the right and power to charge any lien or encumbrance of any kind against the Common Elements or against any Owner or any Owner's Lot for work done or materials furnished to any other Owner's Lot is hereby expressly denied.

(b) If, because of any act or omission of any Owner, any mechanic's or materialmen's lien or other lien or order for the payment of money shall be filed against any of the Common Elements or against any other Owner's Lot or against any other Owner or the Association (whether or not such lien or order is valid or enforceable as such), the Owner whose or which act or omission forms the basis for such lien or order shall, at such Owner's own cost and expense, cause such lien or order to be canceled or bonded over in an amount and by a surety company reasonably acceptable to the party or parties affected by such lien or order within twenty (20) days after the filing thereof, and further such Owner shall indemnify and save harmless all such parties affected from and against any and all costs, expenses, claims, losses or damages, including reasonable attorneys' fees resulting therefrom.

3.6 Additions, Alterations or Improvements. No additions, alterations, changes or improvements shall be constructed, made, done or permitted to any Lot by any Owner, Occupant, or employee or agent thereof, without the prior written approval of the Board of Directors. Without limiting the generality of the foregoing, the restrictions shall apply to and include (i) alteration or change of any structural elements of any Building on any Lot, including the roof, (ii) painting or other alteration or change of the exterior of a Building, including doors and windows, or (iii) addition, alteration, change or removal of any landscaping, parking or hardscape utilized in any landscaping within a Lot. The foregoing restrictions shall not apply to nonstructural additions, alterations, changes or improvements to the interior of a Building, that are not visible from outside the Building, and that are in compliance with all applicable laws, ordinances, regulations and codes. Except for alterations to the Lots which have received the prior written approval of the Board of

Directors of the Association, no Owner or Occupant shall have any right to alter, change or improve in any way the Lots or any part thereof.

If an Owner applies for approval to modify the exterior of a Building, the Board of Directors shall exercise its best judgment to the end that all modifications conform to and harmonize with neighboring structures. The Board of Directors shall have the absolute right to deny any requested changes which the Board of Directors reasonably determines do not conform to and harmonize with neighboring structures.

3.7 Maintenance of the Community. All property within the Community, including without limitation the Units, Common Elements and Lots shall be kept and maintained in a clean and attractive condition and in good order, condition and repair.

- (a) **Association Maintenance Responsibilities.** The Association shall be responsible for (iii) maintaining (including snowplowing), repairing, and altering and improving when necessary or desirable, all Common Elements, including landscaping, irrigation and drainage systems, sewer system, storm drainage system, water features, streets, roads, driveways, parking areas, sidewalks, walkways, pathways, and common lighting and utilities, (iv) maintaining and repairing common utility lines to their connection with individual Lot service lines, including the utilities located within the Utility and Fire Suppression Easement. No individual Lot Owner shall have any right to do any of such things without the express prior written consent of the Board of Directors. The Association shall have the sole discretion to determine the time and manner in which the above-described maintenance and improvements shall be performed, as well as the color or type of materials used.

If the need for such maintenance or repair results from the willful or negligent act of or from damage or destruction caused by an Owner or Occupant, the Board of Directors shall have the right to perform such maintenance or repair and to levy and collect a Reimbursement Assessment upon the Owner and the Owner's Lot for the costs and expenses incurred by the Association in connection therewith. The costs of maintenance and repair of improvements located on the Lots, other than the Units shall be charged to the Owners of such Lots.

- (b) **Owner Maintenance Responsibilities.** Each Owner shall be responsible for maintaining, repairing and improving as necessary all exterior and interior elements and features of the Buildings located on Owner's Lot. In addition, each Owner shall be responsible for any damage to other Lot or Common Elements resulting from the Owner's failure to perform or negligent performance of the Owner's maintenance and repair responsibilities as set forth herein. Each Owner shall perform the Owner's maintenance and repair responsibilities in such manner as shall not unreasonably disturb or interfere with other Owners or Occupants.

If an Owner fails to perform any such maintenance or repair obligations within 30 days following receipt of a written notice from the Board of Directors requesting the same, the Board of Directors shall have the right to enter upon the Unit of the Owner to perform such obligations on the Owner's behalf and to levy and collect a Reimbursement Assessment upon the Owner and the Owner's Lot for the costs and expenses incurred by the Association in connection therewith.

- (c) **Standard of Care.** The Association and the individual Lot Owners shall each use a reasonable standard of care in performing their respective maintenance, repair and upkeep responsibilities so that the entire Community will reflect a pride of ownership. All repairs and replacements within the Community shall be substantially similar to the original construction and craftsmanship and shall be of first-class quality.
- (d) **Emergency Maintenance and Repair.** Notwithstanding any other provisions of this Section 3.7, in the event of an emergency or the sudden occurrence of unanticipated conditions which threaten the health, safety or physical well-being of persons or property within the Community, the Board of Directors shall have the authority (without any notice being required) to take whatever remedial action and to undertake such maintenance, repairs and improvements as may be necessary anywhere in the Community to protect persons and property.
- (e) **Maintenance Easements.** The Association and the Board of Directors and their respective agents, employees and contractors are hereby granted perpetual, nonexclusive easements to enter the Buildings and upon the Lots as may be necessary or appropriate to perform the maintenance, repair and improvement responsibilities and rights described in this Section 3.7.

3.8 Compliance with Laws. No Owner or Occupant shall do any act or cause or permit anything to be done or kept on its Lot, or any Common Elements which would be in violation of any federal, state, city or other law, ordinance, regulation or code of any governmental body having jurisdiction, or of any rule or regulation promulgated by the Association, or of any provision of this Declaration, or which would result in the increase of, or cancellation of, insurance maintained by the Association.

3.9 Residential Use. Each Residential Unit shall be occupied and used only for single-family residential purposes. No business, professional or other non-residential or commercial use shall be made of any Unit or conducted in any Unit, excepting in-home businesses or occupations which do not involve employees other than Owners, the solicitation or invitation of the general public, or the services of customers, and which activities are conducted entirely within the Unit and do not cause any additional traffic or parking within the Community or otherwise create a nuisance for neighboring Units or the Community.

3.10 Unsightliness. Decks, patios, balconies, porches, and Lots shall not be used for storage of personal property of any kind, and nothing shall be placed on or in windows or doors or