

- c. If Claimant does not submit the Claim to mediation within such time, or does not appear for the mediation, Claimant will be deemed to have waived the Claim and Respondent will be released and discharged from any and all liability to Claimant on account of such Claim, *provided, however,* that nothing herein will release or discharge the Respondent from any liability to any person other than Claimant.
- d. Any settlement of the Claim through mediation will be documented in writing by the mediator and signed by the Parties. If the Parties do not settle the Claim within 30 days after submission of the matter to mediation, or within such other time as determined by the mediator or agreed to by the Parties, the mediator will issue a notice of termination of the mediation proceedings (“Termination of Mediation”). The Termination of Mediation notice will set forth that the Parties are at an impasse and the date that the mediation was terminated.
- e. Within five business days of the Termination of Mediation, Claimant will make a final written settlement demand (“Settlement Demand”) to Respondent, and Respondent will make a final written settlement offer (“Settlement Offer”) to Claimant. If Claimant fails to make a Settlement Demand, Claimant’s original Notice will constitute the Settlement Demand. If Respondent fails to make a Settlement Offer, Respondent will be deemed to have made a “zero” or “take nothing” Settlement Offer.

(c) *Final and Binding Arbitration.*

- a. If the Parties do not agree in writing to a settlement of the Claim within 15 days of the Termination of Mediation, Claimant will have 15 additional days to submit the Claim to arbitration. If not timely submitted to arbitration or if Claimant fails to appear for the arbitration proceeding, the Claim will be deemed abandoned, and Respondent will be released and discharged from any and all liability to Claimant arising out of such Claim; *provided, however,* that nothing herein will release or discharge Respondent from any liability to persons other than Claimant.
- b. This Section 12.6(c) is an agreement to arbitrate and is specifically enforceable under the applicable arbitration laws of the State of Colorado. The arbitration award (the “Award”) will be final and binding with no right to appeal, and judgment may be entered upon it in any court of competent jurisdiction to the fullest extent permitted under the laws of the State of Colorado.

(d) *Allocation of Costs of Resolving Claims.*

- a. Except as provided for below, each Party, including, without limitation, any Owner and the Association, will share equally all charges rendered by the mediator(s) and all filing fees and costs of conducting the arbitration proceeding (“Post Mediation Costs”). Under no circumstances will either Party be entitled to recover its attorneys’ fees from the other party (except as specifically provided under Section 123 of the Act). BY ACQUIRING AN OWNERSHIP INTEREST AND AS A MEMBER OF THE ASSOCIATION, EACH OWNER ACKNOWLEDGES AND AGREES THAT SUCH OWNER AND THE ASSOCIATION HAVE WAIVED

AND WILL BE DEEMED TO HAVE WAIVED THE RIGHT TO ANY AWARD OF ATTORNEYS' FEES IN CONNECTION WITH THE ARBITRATION OF A DISPUTE UNDER THIS SECTION 12.6(d).

- b. Any Award which is equal to or more favorable to Claimant than Claimant's Settlement Demand will cause Claimant's Post Mediation Costs to be added to the Award, such costs to be borne equally by all Respondents. Any Award which is equal to or less favorable to Claimant than any Respondent's Settlement Offer will award to such Respondent its Post Mediation Costs. With respect to any Award which is less favorable to Claimant than Claimant's Settlement Demand yet more favorable to the Claimant than Respondent's Settlement Offer, each Party will bear its own Post Mediation Costs.
- (e) *Limitation on Damages.* No Party, including, without limitation, any Owner and the Association, will be entitled to receive any award of damages in connection with the arbitration of a Claim other than such Party's actual damages, and Declarant, the Association and any Owner will be deemed to have waived the right to receive any damages in a dispute other than actual damages, including, without limitation, attorneys' fees, special damages, consequential damages, and punitive or exemplary damages. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AS MAY BE IN EFFECT FROM TIME TO TIME, BY ACQUIRING AN OWNERSHIP INTEREST AND AS A MEMBER OF THE ASSOCIATION, EACH OWNER KNOWINGLY AND WILLINGLY ACKNOWLEDGES AND AGREES THAT SUCH OWNER AND THE ASSOCIATION HAVE WAIVED AND WILL BE DEEMED TO HAVE WAIVED, IN CONNECTION WITH THE ARBITRATION OF ANY DISPUTE UNDER SECTION 12.6(c), THE RIGHT TO ANY AWARD OF CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR OTHER NON-COMPENSATORY DAMAGES OR SIMILAR DAMAGES, INCLUDING ALL DAMAGES FOR EMOTIONAL DISTRESS, WHETHER FORESEEABLE OR UNFORESEEABLE AND REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED ON (BUT NOT LIMITED TO) CLAIMS ARISING OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY OR CONDITION, BREACH OF CONTRACT, VIOLATION OF BUILDING CODE (LOCAL, STATE OR FEDERAL), CONSTRUCTION DEFECTS (INCLUDING SOILS RELATED ISSUES), MISREPRESENTATION OR NEGLIGENCE OR OTHERWISE.
- (f) *Multiple Party Claims.* Multiple Party Claims not consolidated or administered as a class action pursuant to the following sentence will be subject to, and will be arbitrated individually. Only with the written request of all Parties involved, but not otherwise, the arbitrator may: (i) consolidate in a single arbitration proceeding any multiple Party Claims that are substantially identical; and (ii) arbitrate multiple Claims as a class action in accordance with the rules and procedures adopted by Construction Arbitration Services, Inc.
- (g) *Enforcement of Resolution.* If the Parties agree to a resolution of any Claim through negotiation or mediation in accordance with Section 12.6(b) above and any Party thereafter fails to abide by the terms of such agreement, or if any Party fails to comply with an Award, then any other Party may file suit or initiate

administrative proceedings to enforce such agreement or Award without the need to again comply with the procedures set forth in this Section 12.6. In such event, the Party taking action to enforce (or if more than one non-complying Party, from all such Parties pro rata) all costs incurred in enforcing such agreement or Award, including, without limitation, attorneys' fees and court costs to the extent specifically provided under Section 123 of the Act.

12.7 Legal Proceedings. Subject to the provisions of Sections 12.2 through 12.6 of this Declaration, the Association will have the right, but not the obligation, to institute legal proceedings to enforce all rights under this Declaration, the Bylaws, the Rules, Design Guidelines and Construction Rules. The decisions to institute legal proceedings by seeking the approval of the Owners to which at least 67% of the votes in the Association are allocated, pursuant Exhibit B of this Declaration, will be in the sole discretion of the Board of Directors and will be governed by the considerations detailed in Section 12.3, if applicable. Failure to commence such legal proceedings will not constitute a waiver of any such rights. ANY LIMITATIONS ON DAMAGES AND ALL WAIVERS OF LIABILITY AND RIGHTS TO AWARDS OF DAMAGES SET FORTH IN ANY SECTION OF THIS DECLARATION WITH RESPECT TO OWNERS, INCLUDING, WITHOUT LIMITATION, SECTIONS 12.6(c), 12.6(e) AND 12.6(f), WILL APPLY WITH EQUAL FORCE AND EFFECT WITH RESPECT TO THE ASSOCIATION IN ANY LEGAL PROCEEDINGS INSTITUTED BY THE ASSOCIATION UNDER THIS SECTION 12.7. THE PROVISIONS OF SECTIONS 12.2 THROUGH 12.7 WILL BE BINDING UPON THE OWNERS AND THE ASSOCIATION TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AS MAY BE IN EFFECT FROM TIME TO TIME.

12.8. Enforcement of Declaration, Bylaws and Rules.

- (a) *Sanctions and Self-Help*. Except as otherwise provided in this Declaration, after notice and an opportunity to be heard as provided in the Bylaws, or the Rules, the Association, acting through the Board of Directors or any authorized agent may: (i) impose sanctions (including, without limitation, reasonable monetary fines and suspension of the Owner's right to vote in Association matters) for violations of the Governing Documents (ii) exercise self-help to cure any violations of the Governing Documents that an Owner or permittee fails or refuses to cure; and (iii) suspend any services it provides to any Owner who is more than 15 days delinquent in paying any Assessment or other charge due to the Association. All of the remedies set forth in the Governing Documents will be cumulative of each other and any other remedies available at law or in equity. If the Association prevails in any action to enforce the provisions of the Governing Documents, it will be entitled to recover all costs, including, without limitation attorneys' fees and court costs, reasonably incurred by it in such action.
- (b) *No Waiver*. In no event will the Association's failure to enforce any covenant, restriction or rule provided for in the Governing Documents constitute a waiver of the Association's right to later enforce such provision or any other covenant of the Association's right to later enforce such provision or any other covenant, restriction or rule.

ARTICLE 13
General Provisions

13.1 Duration of Declaration. The term of this Declaration shall be perpetual.

13.2 Termination of Community. The Community may be terminated only by the agreement of (i) Owners holding at least eighty percent (80%) of the votes in the Association, and (ii) the holders of all first mortgages on Lots. In the event of such termination, the provisions of Section 38-33.3-218 of the Act shall apply.

13.3 Amendment of Declaration and Plat. This Declaration and the Plat may be amended. The Declaration (including the Plat) may be amended by the Declarant in certain defined circumstances, including without limitation when Declarant is exercising reserved rights under Article 4 hereof, and for purposes of correcting clerical, typographical or technical errors. The Declaration may be amended by the Association in certain defined circumstances. Otherwise, and subject always to any provisions of this Declaration requiring the consent of Declarant to certain actions, this Declaration (including the Plat) may be amended only by the vote or agreement of Owners holding at least sixty-seven percent (67%) of the votes in the Association.

An amendment to this Declaration shall be in the form of a "First (or Second, etc.) Amendment to Declaration and Plat" and shall be duly executed by the President and Secretary of the Association and recorded in the Office of the Clerk and Recorder of Garfield County. All amendments to this Declaration shall be indexed in the Grantee's index in the names of the Community and the Association, and in the Grantor's index in the name of each Person executing the amendment.

13.4 Compliance; Enforcement. Every Owner and Occupant of a Lot in the Community shall fully and faithfully observe, abide by, comply with and perform all of the covenants, conditions and restrictions set forth in this Declaration, the Articles, Bylaws and Rules and Regulations, and all approvals granted by the Board of Directors, as the same or any of them may be amended from time to time. In addition to any other rights or remedies that may be provided to any Person under the terms and provisions of this Declaration, the Association through its Board of Directors, and every Owner (except an Owner that is delinquent in the payment of Assessments hereunder), shall have the right, acting alone or together with others having such right, to enforce, by any proceeding at law or in equity, any or all of the covenants, conditions, restrictions, assessments, charges, liens, servitudes, easements and other provisions now or hereafter imposed by this Declaration, the Articles, Bylaws, Rules and Regulations, and approvals granted by the Board of Directors. Such enforcement rights shall include without limitation the right to bring an injunctive action for any form of injunctive relief available under Colorado law (including specific performance), or an action for damages, or both. Injunctive relief may include, without limitation, orders to stop work, orders to remove improvements constructed in violation hereof, orders to compel performance, and any other orders appropriate under the circumstances.

The Board of Directors shall have the further right (a) to levy and collect reasonable fines for the violation of any of the foregoing matters, (b) to levy and collect a Reimbursement Assessment against any Owner, and/or (c) to enter upon any Lot/Unit within the Community, after giving the Unit Owner or Occupant at least five (5) days written notice of the nature of the violation (unless an emergency exists, in which case without notice), without liability to the

Owner or Occupant thereof, to enforce or cause compliance with such matters, at the cost and expense of the Owner or Occupant in violation.

In any action brought under this Section 13.4, the prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs incurred in connection therewith. Failure by any party entitled to do so to exercise in a particular instance any of the rights available to it under this Section 13.4 shall in no event be deemed a waiver of the right to do so in any other instance.

Provided always, that no Owner shall have the right to bring an enforcement action against another Owner or Occupant for a breach by that Owner or Occupant of any of such matters, or against the Association for a breach by the Association of any of such matters or for a failure by the Association to enforce compliance with such matters by others, until the aggrieved Owner has given the offending Owner or Occupant and the Association at least thirty (30) days prior written notice of the aggrieved Owner's complaint and the opportunity to resolve the problem during that thirty (30) day period.

And further provided, that notwithstanding any law to the contrary, no action shall be commenced or maintained to enforce the terms of any building restriction contained in the provisions of this Declaration, the Bylaws, the Articles of Incorporation, or the Rules and Regulations, or to compel the removal of any Building or improvement because of the violation of the terms of any such building restriction, unless the action is commenced within one year from the date from which the Person commencing the action knew or in the exercise of reasonable diligence should have known of the violation for which the action is sought to be brought or maintained.

13.5 Notice. Each Owner, and each first mortgagee if it so elects, shall register its mailing address and email address from time to time with the Association. Except as otherwise specifically provided in this Declaration, any notice permitted or required to be given hereunder shall be in writing and may be delivered either personally, by facsimile transmission, by mail or by email. Notices delivered personally or sent by facsimile transmission shall be deemed given on the date so delivered or sent. If delivery is made by mail, it shall be deemed to have been delivered two (2) business days after a copy of the same has been posted in the first-class U.S. Mail with adequate postage affixed, addressed to the receiving party at the address last registered by such party with the Association, or in the case of an Owner that has not provided such an address, to the Unit of that Owner. Notices to the Association shall be sent to such address as it may from time to time designate in writing to each Owner.

13.6 No Dedication to Public Use. Nothing contained in this Declaration shall be deemed to be or to constitute a dedication of all or any part of the Community to the public or to any public use.

13.7 Interpretation of Declaration. The provisions of this Declaration shall be liberally construed to effectuate its purposes of creating a common and general plan for the development, improvement, enhancement, protection and enjoyment of the Community.

13.8 Conflicts between Documents.

- (a) In the event of any conflict or inconsistency between the provisions of this Declaration and the Plat, the provisions of the Plat shall govern and control and the Declaration shall automatically be amended, but only to the extent necessary to conform the conflicting provisions hereof with the provisions of the Plat.
- (b) In the event of any conflict or inconsistency between this Declaration and the Articles and Bylaws of the Association, this Declaration shall control. In the event of any conflict or inconsistency between the Articles and the Bylaws of the Association, the Articles shall control.

13.9 Declarant's Disclaimer of Representations and Warranties. No representations or warranties of any kind, express or implied, have been given or made by Declarant or its agents or employees in connection with the Community or any portion thereof or any improvements thereon, its or their physical condition, zoning, utilities, or in connection with the subdivision, sale, improvement, operation, maintenance, cost of maintenance, taxes or regulation thereof, unless and except as shall be specifically set forth in writing herein, in any purchase and sale agreement executed by Declarant, or in any closing document related thereto.

13.11 Captions. Captions given to various Articles and Sections herein are for convenience only and are not intended to modify or affect the meaning of any of the substantive provisions hereof and shall not be considered in interpreting any of the provisions hereof.

13.12 Singular Includes Plural. Unless the context requires a contrary construction, as employed in this Declaration the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.

13.13 Remedies Cumulative. Each remedy provided under this Declaration is cumulative and not exclusive.

13.14 Governing Law; Jurisdiction. The laws of the State of Colorado shall govern the interpretation, validity, performance, and enforcement of this Declaration. Any legal action brought in connection with this Declaration shall be commenced in the District Court for Garfield County, Colorado, and by acceptance of a deed to a Unit each Unit Owner voluntarily submits to the jurisdiction of such court.

13.15 Severability. Any determination by any court of competent jurisdiction that any provision of this Declaration is invalid or unenforceable shall not affect the validity or enforceability of any of the other provisions hereof. Where any provision of this Declaration is alleged to be or declared by a court of competent jurisdiction to be unconscionable, Successor Declarant shall have the right by amendment to this Declaration to replace such provision with a new provision, as similar thereto as practicable but which in Declarant's reasonable opinion would be considered not to be unconscionable.

13.16 Association as Attorney-in-Fact. Except as otherwise provided herein, this Declaration does hereby make mandatory the irrevocable appointment of an attorney-in-fact to deal with the Property and the Project in the event of its destruction, damage, obsolescence, or condemnation, including the repair, replacement and improvement of any Lots/Units, Common Elements or other portions thereof which may have been destroyed, damaged, condemned, or become obsolete. Title to any Lot/Unit is declared and expressly made subject to the terms and conditions hereof, and acceptance by any grantee of a deed or other instrument of conveyance from the declarant or from any Owner or grantor shall constitute appointment of the attorney-in-fact herein provided. All of the Owners irrevocably constitute and appoint the Association as their true and lawful attorney in their name, place and stead, for the purpose of dealing with the Community and Property upon its damage, destruction, obsolescence, or condemnation as is hereinafter provided. As attorney-in-fact, the Association, by its president and secretary or its other duly authorized officers and agents, shall have full and complete authorization, right and power to make, execute and deliver any contract, deed, or other instrument with respect to the interest of an Owner which is necessary and appropriate to exercise the powers herein granted.

IN WITNESS WHEREOF, Declarant has executed this Declaration the day and year first above written.

DECLARANT

Coal Seam, LLC, a Colorado limited liability company

By: _____

Print Name: _____

Its: _____

STATE OF COLORADO

County of Garfield

Acknowledged, subscribed and sworn to me before me this ____ day of _____, 2025 by _____, as _____ of Coal Seam, LLC, a Colorado limited liability company, Declarant.

WITNESS my hand and official seal.

My Commission expires: _____.

Notary Public

EXHIBIT A
Legal Description

RIIVER BEND P.U.D. ACCORDING TO THE PLAT RECORDED **JUNE 24, 1999 UNDER RECEPTION NO. 547815**

LESS AND EXCEPT TRACT I, LOTS 67 THROUGH 91, AND MORGAN STREET, CULVER CIRCLE, WINTERS LANE, AND THE EASTERLY PORTION OF CRAWFORD WAY, COAL SEAM GLEN, P.U.D., GARFIELD COUNTY, COLORADO AS SHOWN ON THE SUBDIVISION PLAT OF COAL SEAM GLEN P.U.D., FILING ONE RECORDED JUNE 24, 1999 AS RECEPTION NO. 547815, AND

LESS AND EXCEPT LOTS ____ THROUGH ____, LOT 1, TRACTS ____ AND ____, PART OF RIVER BEND, SHEPHERD'S LANE AND STOCTON ROAD, RIVER BEND P.U.D., GARFIELD COUNTY, COLORADO, AS SHOWN ON THE SUBDIVISION PLAT OF RIVER BEND, P.U.D., FILING TWO, RECORDED DATE: _____, AS RECEPTION NO. _____.

LESS AND EXCEPT LOT 98 TRACT A-1 AND TRACT E, AS SHOWN ON THE SUBDIVISION PLAT OF COAL SEAM GLEN, P.U.D., FILING THREE RECORDED MAY 6, 2002, AS RECEPTION NO. 602820.

COUNTY OF
GARFIELD STATE
OF COLORADO

ALSO DESCRIBED AS:

PARCEL 1:

BEGINNING AT A POINT WHICH IS THE NORTHWESTERLY CORNER OF PARCEL A, SITUATED IN THE NE 1/4 OF THE NW

¼ OF SECTION 27, TOWNSHIP 6 SOUTH, RANGE 89 WEST, OF THE 6TH PRINCIPAL MERIDIAN, WHENCE THE NORTHERLY CORNER OF SAID COAL SEAM GLEN P.U.D. BEARS N 46 DEGREES 46'52" E, 350.02 FEET AND THE WITNESS CORNER TO THE N ¼ CORNER TO SECTION 27, TOWNSHIP 6 SOUTH, RANGE 89 WEST, SIXTH PRINCIPAL MERIDIAN, BEARS N 70 DEGREES 34'42 E, 338.29;

16. THENCE S 59 DEGREES 54'00" E, 82.33 FEET;
17. THENCE S 30 DEGREES 06'00" W, 409.00 FEET;
18. THENCE S 59 DEGREES 54'00" E, 74.00 FEET;
19. THENCE S 30 DEGREES 06'00" W, 3.00 FEET;
20. THENCE S 59 DEGREES 54'00" E, 257.00 FEET;
21. THENCE S 30 DEGREES 06'00" W, 179.00 FEET;
22. THENCE S 75 DEGREES 06'00" W, 40.02 FEET;
23. THENCE S 30 DEGREES 06'00" W, 58.70 FEET;
24. THENCE N 59 DEGREES 54'00" W, 33.00 FEET;
25. THENCE S 30 DEGREES 06'00" W, 50.00 FEET;
26. THENCE S 59 DEGREES 54'00: E, 61.30 FEET;
27. THENCE S 30 DEGREES 06'00" W, 214.01 FEET
28. THENCE N 59 DEGREES 53'57" W, 602.71 FEET;
29. THENCE N 67 DEGREES 23'29" W, 97.55 FEET;
30. THENCE N 46 DEGREES 46'52" E, 996.68 FEET TO THE POINT OF BEGINNING;

PARCEL 2:

BEGINNING AT A POINT WHICH IS THE NORTHWESTERLY CORNER OF PARCEL B, SITUATED IN THE NE1/4 OF THE NW 1/4 OF SECTION 27, TOWNSHIP 6 SOUTH, RANGE 89 WEST OF THE SIXTH PRINCIPAL MERIDIAN, WHENCE THE NORTHERLY CORNER OF SAID COAL SEAM GLEN P.U.D. BEARS N 17 DEGREES 16'35" W, 589.63 FEET AND THE WITNESS CORNER TO THE

N 1/4 CORNER TO SECTION 27, TOWNSHIP 6 SOUTH, RANGE 89 WEST, SIXTH PRINCIPAL MERIDIAN, BEARS N 14 DEGREES 18'23" W, 449.78 FEET;

31. THENCE S 59 DEGREES 54'00" E, 103.45 FEET;
32. THENCE S 01 DEGREES 22'11" W, 135.47 FEET;
33. THENCE N 88 DEGREES 37'49" W, 88.50 FEET;
34. THENCE S 01 DEGREES 22'11" W, 120.00 FEET;
35. THENCE S 56 DEGREES 54'45" W, 45.89 FEET;
36. THENCE NORTHWESTERLY 19.66 FEET ALONG THE ARC OF A CIRCULAR CURVE TO THE LEFT WITH A RADIUS OF

42.00 FEET, A DELTA OF 26 DEGREES 49'00", AND A CHORD BEARING N 46 DEGREES 29'00" W, 19.48 FEET;
7. THENCE N 59 DEGREES 54'00" W, 109.00 FEET;
8. THENCE N 30 DEGREES 06'00" E, 303.00 FEET TO THE

POINT OF BEGINNING

PARCEL 3:

BEGINNING AT A POINT WHICH IS THE NORTHWESTERLY CORNER OF PARCEL C, SITUATED IN THE NE1/4 OF THE NW1/4 OF SECTION 27, TOWNSHIP 6 SOUTH, RANGE 89 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, WHENCE THE NORTHERLY CORNER OF SAID COAL SEAM GLEN P.U.D. BEARS N 08 DEGREES 35'21" W, 926.64 FEET AND THE WITNESS CORNER TO THE N1/4 CORNER TO SECTION 27, TOWNSHIP 6 SOUTH, RANGE 89 WEST, SIXTH PRINCIPAL MERIDIAN, BEARS N 05 DEGREES 23'18" W, 792.55 FEET;

16. THENCE S 59 DEGREES 54'00" E, 110.02 FEET;
17. THENCE S 01 DEGREES 22'11" W, 343.32 FEET;
18. THENCE N 80 DEGREES 54'48" W, 184.84 FEET;
19. THENCE S 32 DEGREES 46'00" W, 14.19 FEET;
20. THENCE N 59 DEGREES 54'00" W, 96.22 FEET;
21. THENCE N 30 DEGREES 06'00" E, 360.50 FEET;
22. THENCE NORTHEASTERLY 21.99 FEET ALONG THE ARC OF A CIRCULAR CURVE TO THE LEFT WITH A RADIUS OF 42.00 FEET, A DELTA OF 30 DEGREES 00'00", AND A CHORD BEARING N 15 DEGREES 06'00" E, 21.74 FEET TO THE POINT OF BEGINNING.

COUNTY OF
GARFIELD STATE
OF COLORADO

EXCEPT FOR LOTS PARTIALLY RELEASED BY INSTRUMENTS RECORDED

JUNE 24, 2005, RECEPTION NO. 676868
JULY 22, 2005, RECEPTION NO. 678704
JULY 22, 2005, RECEPTION NO. 678705
AUGUST 19, 2005, RECEPTION NO. 680543
OCTOBER 7, 2005, RECEPTION NO. 683889
OCTOBER 25, 2005, RECEPTION NO. 685003
DECEMBER 29, 2005, RECEPTION NO. 689293
DECEMBER 29, 2005, RECEPTION NO. 689294
JANUARY 12, 2006, RECEPTION NO. 690382
FEBRUARY 17, 2006, RECEPTION NO. 692481
FEBRUARY 17, 2006, RECEPTION NO. 692482
JUNE 23, 2006, RECEPTION NO. 700675
AUGUST 4, 2006, RECEPTION NO. 703695
SEPTEMBER 5, 2006, RECEPTION NO. 706011
DECEMBER 7, 2006, RECEPTION NO. 712633 AND
RELEASE RECORDED MARCH 25, 2011 AT RECEPTION NO.800527,

Now known and described as follows:

Lot 1 and Lot 2, **Section: 2 Township: 6 Range: 91 Subdivision: RIVERSIDE PARK SUBDIVISION Lot: 1 5.84 ACRES**

known as: **7051 County Road 335, New Castle, CO 81647**
according to the Plat thereof recorded February 15, 2006, at Reception No. 548663,
Riverside Park P.U.D. County of Garfield,
State of Colorado

Exhibit B
Allocated Interests and Votes for Each Lot

EXHIBIT C

Other Recorded Easements and Licenses Affecting the Community

1. RIGHT OF PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNITED STATES PATENT RECORDED MAY 10, 1892, IN BOOK 12 AT PAGE 148 AND RECORDED JULY 29, 1895 IN BOOK 12 AT PAGE 375
2. RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES AS RESERVED IN UNITED STATES PATENT RECORDED MAY 10, 1892, IN BOOK 12 AT PAGE 148 AND RECORDED JULY 29, 1895 IN BOOK 12 AT PAGE 375
3. EASEMENT AND RIGHTS OF WAY FOR WATER PIPELINES AND TANK GRANGED IN INSTRUMENT RECORDED DECEMBER 9, 1907 IN BOOK 67 AT PAGE 523.
4. AN EASEMENT FOR TELEPHONE FACILITIES AND INCIDENTAL PURPOSES GRANTED TO MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY, AS SET FORTH IN INSTRUMENT RECORDED APRIL 28, 1972 IN BOOK 430 AT PAGE 140.
5. AN EASEMENT FOR UTILITIES AND INCIDENTAL PURPOSES GRANTED TO ROCKY MOUNTAIN NATURAL GAS, AS SET FORTH IN THE INSTRUMENT RECORDED OCTOBER 11, 1988 IN BOOK 742 AT PAGE 488.
6. TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS, EASEMENTS AND AGREEMENTS AS SET FORTH IN THE AVIATION AND HAZARD EASEMENT RECORDED JUNE 24, 1999 IN BOOK 1136 AT PAGE 848.
7. EASEMENTS, NOTES, COVENANTS, RESTRICTIONS AND RIGHTS OF WAY AS SHOWN ON THE PLAT OF COAL SEAM GLEN P.U.D. AND SUBDIVISION PLAT OF COAL SEAM GLEN P.U.D., FILING ONE, RECORDED JUNE 24, 1999 AT RECEPTION NO. 547815. PLAT OF COAL SEAM GLEN P.U.D. FILING TWO RECORDED APRIL 6, 2001 AT RECEPTION NO. 578837. COAL SEAM GLEN P.U.D. FILING THREE RECORDED MAY 6, 2002 AT RECEPTION NO. 602820. COAL SEAM GLEN P.U.D. FILING SIX RECORDED AUGUST 3, 2004 AT RECEPTION NO. 657173. COAL SEAM GLEN P.U.D. SEVEN RECORDED SEPTEMBER 2, 2005 AT RECEPTION NO. 681591. COAL SEAM GLEN P.U.D. FILING SEVEN AMENDED RECORDED SEPTEMBER 18, 2006 AT RECEPTION NO. 707092. COAL SEAM GLEN P.U.D. FILING SEVEN 3RD AMENDMENT RECORDED MARCH 14, 2007 AT RECEPTION NO. 718972.
8. TERMS, CONDITIONS PROVISIONS, OBLIGATIONS AND AGREEMENTS AS SET FORTH IN THE SUBDIVISION IMPROVEMENTS AGREEMENT RECORDED JUNE 24, 1999 AT RECEPTION NO. 547817. AMENDMENTS THERETO RECORDED APRIL 6, 2001 AT RECEPTION NO. 578838, DECEMBER 4, 2003 AT RECEPTION NO. 642296,

APRIL 20, 2004 AT RECEPTION NO. 650500, AUGUST 3, 2004 AT RECEPTION NO. 657172 AND SEPTEMBER 2, 2005 AT RECEPTION NO. 681592.

9. TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS AS SET FORTH IN THE AGREEMENT FOR ASSIGNMENT OF RIGHTS AND ASSUMPTIONS OF OBLIGATIONS FOR RIVER BEND P.U.D. RECORDED APRIL 20, 2004 AT RECEPTION NO. 650499.

10. TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS, EASEMENTS AND AGREEMENTS AS SET FORTH IN THE WATER FACILITIES EASEMENT AGREEMENT RECORDED AUGUST 24, 1999 AT RECEPTION NO. 547812.

11. TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS AND AGREEMENTS AS SET FORTH IN THE COST SHARING AGREEMENT RECORDED SEPTEMBER 8, 1999 AT RECEPTION NO. 551753.

12. FIRST AMENDMENT TO JOINT USE AND COST SHARING AGREEMENT DATED APRIL 19, 2016.

13. POTABLE WATER AND SANITARY SEWER MAINTENANCE AGREEMENT WITH THE CITY OF NEWCASTLE

14. DECLARATION FOR COAL SEAM

1934217v5