

EXHIBIT E  
DECLARATION OF RESTRICTIVE COVENANTS  
FOR MOUNTAIN VIEW SUBDIVISION

This Declaration and creation of Restrictive Covenants is executed this 1st day of June, 1991 by R. E. Sandlin, Jr. and Paula Joan Sandlin; Mark N. Kastler and Pamela Kastler; and The Trustees of the Kastler Law Offices, Ltd., Employee Profit Sharing Plan and Trust Agreement of June 30, 1984; (hereafter jointly the "developer").

WITNESSETH:

WHEREAS, the developer has subdivided certain real estate in Las Animas County, Colorado, into a subdivision entitled "MOUNTAIN VIEW SUBDIVISION" ("subdivision") as reflected on Plat Book 883, Page 673, Las Animas County records and is desirous of maintaining fair and adequate property values within the subdivision and to maintain and continue such property as desirable as country estate residential real estate, and intends by this Declaration to establish equitable servitudes and restrictive covenants upon such real estate.

NOW THEREFORE, the following restrictions and equitable servitudes are created and established, under the terms, conditions and provisions herein set forth.

I. PROPERTY AFFECTED

The property which herewith made subject to these restrictions is all of the real estate and lots described as Mountain View Subdivision, a subdivision of Las Animas County, Colorado.

II. RESTRICTIONS

- No. 1: The use of the lots is restricted to single family residential purposes. Such other buildings and improvements as are ancillary to such residence on each lot, and ancillary to such a purpose are permitted, including (without limitation) one guest house per lot; garage, incidental out-buildings, studio, and not more than one office for a non-retail and non-public work place for the resident owner of the lot.
- No. 2: No livestock, grazing animals, pets or animals other than domestic dogs and cats shall be allowed.
- No. 3: There shall be no excavation to remove from the premises, or market, any earth, stone, gravel, or minerals. Live trees may not be cut or removed from any lot, except in the

instance of construction of foundations, basement or cellars, walls and roadways that are necessary for improvements, utilities and allowable out-buildings.

- No. 4: Other than one shed no larger than 200 sq. ft., no building improvement, residence or otherwise, may be constructed of sheet metal, aluminum or "boxed" unless the same is covered by stone, wood, brick, stucco or wood, aluminum or composition siding. No temporary or moveable structures are allowed at any time, other than in construction activities.
- No. 5: No trailers, basement structures, barns, or mobile homes shall be allowed for any residential purpose, temporary or permanent, other than for and during the construction of improvements. A "mobile home" shall be defined as a structure designed for human habitation constructed to be moved, or transported at least one time, upon one or more axles and wheels. Modular or pre-built structures are allowed, provided they comply with all other restrictions herein and pass the architectural control committee.
- No. 6: Any fencing must be of stone, rock or wood materials, with no wire allowed between posts; except that the boundaries of the subdivision now containing wire fencing may be continued with such fencing.
- No. 7: No intoxicating liquors may be manufactured, kept for sale or sold on or from the premises.
- No. 8: No nuisance in fact, or commercial, retail, offensive, noisy, odoriferous activity or transaction is allowed on or from the premises. There shall not be allowed or maintained: any offensive waste or garbage; non-licensed and non-driveable motor vehicles, junk; trash; inventory of any kind (other than firewood); or liquid or solid waste. The normal accumulation of residential waste and garbage may be stored in sightly, discreet and protective containers between collection visits and under applicable governmental standards, provided they are shielded from view by opaque fencing.
- No. 9: Except as to that used in the sale of the property by the developer, and except as to a broker's sign no greater than 18" by 24", no signs, billboards and advertising devices shall be placed or maintained upon the property.
- No. 10: No plantings, structures or elevation of land or improvements not already present on the date of these

Concrete sign?  
House add.  
sign?

restrictions shall be allowed which would hinder, inhibit or block the solar rights or view rights of another lot; provided, this restriction shall not apply to a single story residence building with a roof line not higher than sixteen feet from the ground.

No. 11: The area of the residential structures, exclusive of decks and porches, shall be not less than 1200 square feet in a one-story structure and not less than 1600 square feet in a one and one-half or multi-story structure, nor shall any principle residence have a total dimension of less than 120 feet, measuring all sides.

No. 12: No structure or improvement may be built, maintained or commenced on the premises until and unless the Architectural Control Committee shall have approved all plans and specifications thereof as conforming to the purposes of these restrictions and complying with all of these restrictions. The Architectural Control Committee may allow reasonable variances and interpretations which do not affect the principle purpose of the subdivision but may not modify the specific restrictions herein set forth by any interpretation or variance.

### III. ARCHITECTURAL CONTROL COMMITTEE

An architectural control committee shall be formed and kept in existence during the life of these restrictions. Such committee shall be elected annually by the owners of parcels of land to which these covenants shall apply, each such lot owner having one vote and in the instance of a lot being further subdivided for sale by the corporation, each such subdivided lot have one vote. A majority of votes shall elect the committee, with one vote to be cast for each of the three members of the committee. The election shall be held on the third Monday in January of each year commencing with the year January 10, 1992. Such committee shall be R. E. Sandlin, Jr., Paul A. Kastler, and Mark N. Kastler, commencing with the applicable date hereof and continuing until the first election. Such committee shall have the full power and authority to approve building plans under the Restrictions and to render opinions as to the compliance or breach of any of the other covenants and restrictions. The committee shall also have the right and privilege of enforcing any of these restrictions, by such means as are lawful and available, for the benefit of all of the owners of the land, but such right shall not be in limitation of each owner of a parcel hereunder also having the right to enforce these restrictions.

### IV. TERM

These restrictions and covenants shall be in effect for a period of forty (40) years from the date of this document and shall be subject to extension for a period of not more than twenty-five (25) years thereafter by a majority vote of the owners of real estate to which these restrictions and covenants are made applicable, with each such parcel owner (whether one or more) having the right to one vote. Such extension vote shall be taken, if at all, in the six month period pre-dating the expiration of primary term. The then architectural committee shall, upon such vote being taken and affirmatively extending the period, execute and record a document so stating, which shall then have the legal effect of extension of these restrictions and covenants. In absence of such recording during the primary forty (40) year period, the Restrictions shall be deemed expired.

#### V. EFFECT

(a) These restrictions shall, during their effective term, be binding upon all owners of parcels and shall constitute covenants running with the land.

(b) Each owner of land hereunder shall have the right, singly, or in conjunction with one or more other owners, to enforce these covenants and restrictions in accordance with the rights herein grants. In addition, the architectural control committee shall have the right to enforce any of the covenants and restrictions.

#### VI. ENFORCEMENT AND REMEDY

(a) In the event of a breach of any one or more covenants herein stated, and upon the giving of thirty (3) days notice thereof to the default party in writing, and the non-cure or non-correction of such breach within such period, then the enforcement rights and remedies herein granted shall be applicable.

(b) Any owner shall have the right to specific enforcement and injunction as to these provisions by the Las Animas County District Court, and shall have, in addition, a right to assert damages to his property, or to all properties by virtue of the breach of the covenant, and shall also have the right to attorneys fees and costs in enforcing these provisions.

(c) In addition, any owner shall have the right to request the Court to remove or enjoin and have removed or enjoined any offending structure or use.

(d) Each and all of said covenants, restrictions and agreements shall be deemed and construed to be continuing and the extinguishment of any right or remedy shall extinguishment of any right or remedy shall not extinguish any other or continuing right or remedy. In addition, any



EXHIBIT F  
MOUNTAIN VIEW ESTATES COMMON ROAD SYSTEM

Declaration of Covenants and Restrictions

The undersigned, on behalf of themselves, their successors and assigns, herewith create, declare, covenant and restrict the common road system to be hereinafter known as the "Mountain View Estates Common Road System" (hereinafter in this document referred to as the "System", and state:

ROAD SYSTEM

I. System Owners

Each owner of a lot in Mountain View Estates Subdivision shall be deemed a "member" of the Road System.

II. Procedure and Membership

The officers of the System shall be a President, Vice-President and Secretary/Treasurer, and shall be elected annually by majority vote of the Subdivision owners. Said Officers shall also be the officers of the Road System. The procedure for meetings and assessments for repair, grading, maintenance, replacement and reconstruction of the public roads in said area shall be as adopted by the officers, from time to time.

III. Assessments

Each owner of property in the area designated above (paragraph I) shall be responsible for his proportionate share of such expenses; provided the the Association may, for purposes of fairness, change or modify the amount of assessment so as to accommodate a special value or use to, or by, one or more owners, of the road involved. Assessments shall be made by the officers at such time and in such amount as is deemed appropriate by the officers.

IV. Default and Remedy:

In the event of failure to pay an assessment within thirty days after the same is assessed and notice thereof is delivered to each lot owner, a defaulting lot owner shall be charged interest at the rate of 1-1/2% per month, simple interest. The said assessment may be asserted as a lien upon the lot, the foreclosure of which shall be governed by Colorado law.

In addition to the right of lien, the system officers shall have the right to collect such sum by ordinary civil suit, including all attorney's fees and any damages occasioned by the default; or shall have the right to give notice of termination of water service to the lot by sixty (60) days advanced written notice during which time if cure is not made. All of the remedies herein given are several or cumulative in the judgment of the Officers. In the event the lien procedure is followed, notice of the lien and of intent to record the lien pursuant to this document shall be given not less than thirty (30) days in advance to the lot owner in default.

V. Adoption

These provisions are adopted herein and made applicable to the Road System. These provisions shall be deemed negative easements, equitable servitude and restrictions, and shall be in addition to all of the restrictions. The terms hereof run with the land, and time is declared to be of the essence. The provisions herein shall be deemed to be burdens and encumbrances to the land for the enforcement of these terms.

Dated this 1st day of June, 1991.

MOUNTAIN VIEW ESTATES  
SUBDIVISION

By: Paul A. Kastler  
Attorney in Fact

By: R. E. Sandlin, Jr.  
Attorney in Fact

STATE OF NEW MEXICO     )  
                                  ) SS.  
COUNTY OF COLFAX        )

The foregoing instrument was acknowledged before me this 1st day of June, 1991, by Paul A. Kastler and R. E. Sandlin, Jr.,