

RESTRICTIVE COVENANTS OF  
DESERT AIR SUBDIVISION, UNIT I

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, being the owner of all the lots and blocks in the Desert Air Subdivision, Unit 1, Otero County, New Mexico, as shown by the plat thereof filed in the office of the County Clerk of Otero County, New Mexico, on \_\_\_\_\_, 1977 in Tube No. \_\_\_\_\_, does hereby declare, for Den Ray Land Corporation, that all lots and blocks in Desert Air Subdivision, Unit 1, shall be subject to and encumbered by the following restrictive and protective covenants; and that all conveyances of said property, or any part thereof, shall be subject to said covenants whether or not the same are embodied in the conveyances or other instruments affecting title thereto.

I.

It is the intent of this Declaration of Restrictions to provide a subdivision of rural homesites with maximum freedom of use consistent with maximum land value.

II.

All of the lots and blocks in the said subdivision are hereby designated residential or residential farm areas.

III.

No swine will be permitted within said subdivision other than for approved FFA or 4-H projects and then only so long as no other provision of this Declaration is violated, specifically including but not limited to Section V.

IV.

Livestock, other than swine, and poultry are permitted within the said subdivision. Owners of livestock or poultry shall keep said animals within the confines of their own property and shall keep the premises clean, sanitary and free from insects associated with livestock or poultry.

V.

No activity shall be conducted or carried on upon any tract or lot within the said subdivision which creates a noxious or offensive odor detectable from adjoining tracts or lots. By way of example, and not of limitation, activity specifically prohibited by these restrictions are the use of said lands for feed pens, slaughter houses, animal hospitals or kennels.

VI.

All sewage facilities shall consist of septic tanks, which shall be constructed in accordance with the rules and regulations of the New Mexico Department of Public Health, or other State agency having jurisdiction in the premises; and outhouses and cesspools are strictly prohibited.

VII.

Garbage will be disposed of in accordance with the regulations of the State of New Mexico Department of Health in designated solid waste disposal areas or by city pick up.

VIII.

All mobile homes placed upon any tract or lot within said subdivision shall have skirts installed.

IX.

All permanent buildings shall be completed in a workmanship like manner within six months of start of construction. Temporary buildings or tents are allowed only during such six month construction period. Under no condition will permanent tents be permitted.

X.

Used buildings may be moved into said subdivision provided that they are completely renovated as to the exterior appearance within six months.

XI.

Fences, where constructed, shall be built and maintained in an attractive and workmanship like manner.

XII.

The present owners and every person hereafter having any right, title or interest in any lot or part of the said property, shall have the right to prevent or stop violation of any of the said restrictions by injunction or other lawful procedure and to recover any damages resulting from such violation.

XIII.

These covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until twenty (20) years from the date of the filing of these covenants, at which time, the covenants shall be automatically continued in force for successive periods of ten (10) years each unless discontinued or amended at the end of the first or any subsequent ten-year period by a vote of fifty-one per cent (51%) or more of the property owners. Record owner of the lots shall be entitled to one vote for each lot as shown on the recorded plat, provided, however, that at any time hereafter any of the

said covenants or restrictions may be alleviated, amended, released or extinguished as to any lot by written instrument duly executed, acknowledged and recorded by no less than three-fourths (3/4) of the owners of the lots in the above described property.

XIV.

Failure to enforce any restriction, condition, covenant or agreement herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto. In the event any covenant or condition or restriction hereinabove contained, or any portion thereof, is invalid or void, such invalidity or voidness shall in no way effect any of the other covenants, conditions or restrictions which shall remain in full force and effect.

IN WITNESS WHEREOF, George Brockett has hereunto set his hand and seal this 22 day of August 1977.

George Brockett  
George Brockett, President  
Den Ray Land Corp.

STATE OF New Mexico ) SS.  
COUNTY OF Otero )

The foregoing instrument was acknowledged before me by George Brockett on the 22 day of August 1977.

Michael R. Hays  
Notary Public

My Commission Expires:

4-19-78

STATE OF NEW MEXICO } ss.  
OTERO COUNTY

FILED FOR RECORD IN MY OFFICE  
This 22 day of August 1977  
At 12:45 o'clock P.M. and duly recorded  
in Book No. 447 Page 13-15 of

the records of Otero County, New Mexico.  
Margaret L. Sanchez  
County Clerk, Otero County, New Mexico  
By Lucia R. Cuervo Deputy