

January 8, 1976

THESE ARE IN ADDITION TO THE COVENANTS AND RESTRICTIONS ORIGINALLY FILED
ON THE DESERT AIRE SUBDIVISION IN BOOK
447 PAGES 13, 14, 15

COVENANTS AND RESTRICTIONS FOR

PERRO FLATS LOTS, 1, 2, 3 & 4 IN DESERT AIRE SUBDIVISION
Otero County, Alamogordo NM 88310

No commercial activity shall be conducted on any lot other than occupations or professions conducted by the members of a family living upon the property and only when such activities are not a nuisance or annoyance to other property owners. No electrical or mechanical equipment, machinery, or materials are to be used in a manner so as to create a nuisance or disturbance to neighbors.

There shall be no more than one single family residence per parcel. Perro Flats lots cannot be re-subdivided.

No structure, other than fences or walls, shall be erected or placed situated closer than 25 feet to a property line.

No work or exploration for any minerals, or mining of any minerals or quarrying of any rock, minerals, soil, petroleum, or other material shall be conducted on any lot or portion thereof. Any construction must be completed on the exterior within 12 months from beginning.

No outdoor-type toilet shall be erected or maintained on the property except as required during construction of the permanent housing.

Single or double wide mobile homes will be allowed only under the following conditions. They must have a minimum of 1000 square feet of heated area. They must have shingled roofs, with a pitch of 3:12 or greater, and be no more than 7 years old when first brought on to the property. They must have towing tongues, axles and wheels removed and be permanently set, and must have complete coordinated skirting.

No signs of a commercial nature may be placed on any lot. Except temporary "for sale" signs and signs of a political nature. Political signs may be placed on a lot no earlier than 30 days prior to an election and must be removed within 5 days after the election. Signs stating the name of the owner(s) and property protection signs such as "No Trespassing", "Keep Out" and similar signs are allowed. Maximum size of signs are two square feet.

No feed lot operation nor commercial kennel, nor caged fowl or poultry operation may be maintained or kept on the property. A maximum of 3 large animals such as horses or cows may be maintained per 2.5 acres. All animals shall be kept in fenced and adequately enclosed areas. No animals or poultry may be kept in any number of manner which is offensive to adjacent land owners, whether by reason of noise, odors, or otherwise.

No portion of any lot shall be used or maintained as a dumping ground for trash or rubbish. Trash, garbage, and other waste shall not be kept on any lot except in sanitary containers. No garbage, refuse, junk, trash, no hazardous, abnoxious, or offensive material shall be allowed to accumulate on any lot and the owner of each lot shall cause the same to be disposed of by and in accordance with the regulations of the subdivisions. Such materials shall be removed by the property owner to a sanitary landfill provided by Otero County, or by arrangement with a commercial garbage removal service.

No driveway entrances shall be constructed against or across drainage easements, drainage ditches, or arroyos in such a manner as to in any way restrict the flow of water through them. If installed in driveway entrances, culverts must be installed in the bar ditch in such a way so as not to restrict the flow of water.

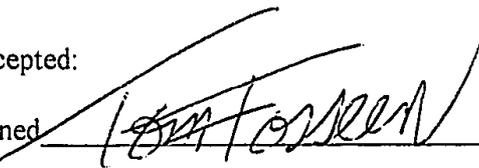
No junk, scrap or recycleable material, or inoperable or unlicensed vehicles or equipment may be kept on the property except in garages or otherwise out of sight.

All property owners shall maintain the property in as natural a state as possible insomuch as land-clearing is concerned. The native growth shall not be disturbed, destroyed, or removed except for roadways, utility ways, structures, patios, gardens, and animal pens, and tasteful landscaping. All of the restrictive covenants contained herein are for the benefit of any and all the owners of lots within Perro Flats. If the undersigned owner or any of its assigns violates or attempts to violate any of such restrictive covenants, it shall be lawful for any other person or persons owning land within the subdivision to prosecute any proceeding in law or in equity to recover damages and/or to enjoin such act, and to have any and all further legal and equitable relief. The word "person" as herein used means any individual, partnership, firm, company, trust, association, corporation, or any other entity of whatsoever nature.

Via Roaches is a private road but is dedicated to the public use. The parcel owners have the responsibility to maintain road.

These covenants can be discontinued or amended at any time by filing an instrument, signed by one hundred percent of the owners of lots within Perro Flats, agreeing to change said covenants and/or restrictions in whole or in part or releasing any portion of the property from any one or more, or all, of said covenants. Invalidation of any one of the covenants contained herein by judgement, decree, or court order, or for any other reason, shall in no way effect any of the other covenants herein, all of which shall remain in full force and effect until changed or amended in such a manner as set forth above.

Accepted:

Signed  Date 1-8-96

Signed Edel Fossoey Date 1-8-96

