

BOSQUE BEDADO SUBDIVISION, REPLAT NO. 4
DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS

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WHEREAS, Robert O. Cosimati and Barbara Ann Cosimati, in their capacity as Trustee of The Robert Cosimati and Barbara Ann Cosimati Revocable Trust dated November 5, 2003, hereinafter referred to as Declarants, are the owners of the following described real property located in Dona Ana County, New Mexico, hereinafter referred to as "Property":

Description being: BOSQUE BEDADO SUBDIVISION, Replat NO. 4 Lot 1 A – Lot 1E, Lot 2 A – Lot 2 K, and Lot 3 A – Lot 3 M, as filed in Plat Book 4310 at pages 502- of the records of Dona Ana County, New Mexico. 503

WHEREAS, the declarants desire and intend to create a rural atmosphere with residential, site-built, single-family dwellings for all present and future owners within the Property and to insure to all of said owners the full benefit and enjoyment of a home in an attractive desirable setting and to protect against deterioration of the value of said owners' homes and Property by preventing nuisances and other specified acts contrary to the purposes of these Protective Covenants, Conditions and Restrictions; and,

WHEREAS, the declarants intend to convey Property subject to certain protective covenants, conditions, and restrictions as hereinafter set forth.

I. GENERAL PROVISIONS

1. TERM. These covenants are run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by 75% of the then owners of the Property has been recorded, agreeing to change or remove said covenants in whole or in part.
2. ENFORCEMENT. All persons who now own, or who may in the future own any part of the Property are specifically given the right to enforce these covenants through any proceedings, at law or in equity, against any person or persons, firms and corporations, violating or threatening to violate such covenants, and to recover any damages suffered by them from any such violation thereof.
3. SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no way effect any of the other provisions, which at all times shall remain in full force and effect.
4. AMENDMENT. These covenants may be amended in whole or in part by the persons owning at least 75% on an acreage basis in the Property herein described. Said owners of at least 75% of the acreage in said tract of land shall agree to such changes and execute a written instrument being effective upon being properly recorded in the office of the County Clerk of Dona Ana County, New Mexico. For purposes of amending these covenants, each lot shall be deemed to represent one owner, regardless of the number of titleholders for any lot.
5. REFERENCE. All deeds and other instruments of any right, title or interest to any tracts within the Property may contain these Protective Covenants, Conditions, and Restrictions by reference to this Declaration, but whether or not such reference is made, these Protective Covenants, Conditions and Restrictions shall be binding upon and insure to the benefit of all respective grantees, transferees, heirs, successors, assigns, and personal representatives of the grantor.

II. LAND AND DWELLINGS

1. LAND USE.

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- A. All tracts within the Property shall only be used for site-built, single-family dwellings, except for as hereinafter provided, and adjacent outbuildings. No more than one such dwelling shall be permitted on such tract, although separate attached quarters for servants or for other member of the immediate family will be allowed. The renting or lease of such separate attached quarters is herewith prohibited.
- B. No manufacturing or commercial enterprise or enterprises of any kind for profit, shall be maintained on, in front of, or in connection with, any of the Property except, home occupations may be permitted in accordance with the Extra-Territorial Zoning Ordinance, Section 3.4, latest amended. There shall be no fair, exhibition, festival, show or other activity, which attracts or is intended to attract, divert, or collect a large number of persons. Such restrictions shall not prevent, however, what is commonly known as "garage sales" or "backyard parties" conducted by residents or their children living on the Property, provided such are only occasional, not to exceed three times yearly.
2. TRACT SIZE. There shall be no subdivision, re-subdivision, conveyance or any other transfer, the effect of which is to create another parcel.
3. DWELLING SIZE. Each single-family dwelling shall contain a minimum of 1,800 square feet of heated living area for a single story home and 2000 square feet for two story homes. Said living areas are to be exclusive of open porches, patios and garages. The maximum height allowed for any accessory buildings shall not exceed two (2') feet above the height of the primary dwelling.
4. BUILDING LOCATION. No dwelling or structure, excluding fences, shall be located on any parcel within 25 feet of front setback, 25 feet of back setback or 15 feet of side setback.
5. CONSTRUCTION MATERIALS. The exterior construction of any dwelling, garage or outbuilding on any tract may be of brick, adobe, stucco, stone, mission stone, wood or combination thereof. It is understood that no A-frames, structures of Geodesic dome design, trailers, mobile homes, manufactured homes or temporary structures, whether temporarily affixed or permanently affixed may be located in or on the premises.
6. CONSTRUCTION. No dwelling, building or any part hereof shall be moved onto any tract within the Property. The construction of dwellings within the property shall be prosecuted with prompt diligence continuously from the time of commencement of construction until fully completed, provided that such construction shall be completed within twelve months from the commencement thereof.
7. FENCES AND WALLS.
- A. No fence more than four feet high may be located on any part of the tract situated in front of the front wall of the residence.
- B. No fence more than six feet high may be located on any part of the tract. Except for tennis court fences, which may not exceed 16 feet in height.
- C. No fences constructed of tin, sheet metal or barbwire is allowed.
8. TOWERS. No radio or television transmission tower or radio or television receiving towers shall be erected, placed or permitted upon any part of the Property. Television receiving antennae not extending fifteen feet above the roof line of the residence shall be excluded from the prohibitions of this paragraph.
9. ANIMALS, LIVESTOCK AND POULTRY Dogs, cats or other domesticated pets, must be contained on their owner's Property in neat facilities and not in unreasonable quantities.
10. RECREATIONAL AND NON-OPERABLE VEHICLES. Boats, campers, trailers, buses, recreational and similar vehicles and equipment stored on any tract within the Property

