



RESTRICTIVE COVENANTS
OF
PINEHILLS ESTATES

CIBOLA COUNTY, NEW MEXICO

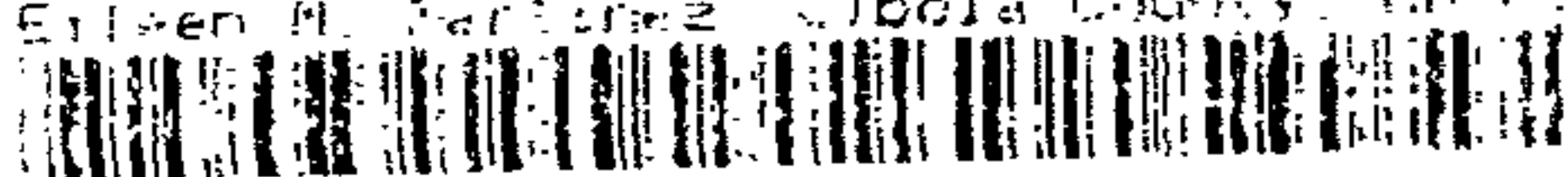
The undersigned Nature's Partner, LLC, the owner of the certain parcel of land and subdivision in Cibola County, New Mexico, known as PINEHILLS ESTATES, Lots 1-24, a plat thereof filed in the office of the Clerk of Cibola County, New Mexico on JUNE 27, 2009 in Book 17 Page 3189

HEREBY MAKES THE FOLLOWING DECLARATION as to limitations, restrictions and uses to which the lots constituting said Subdivision may be put with the desire to maintain and enhance the natural beauty of the area, and insure the safety and well-being of the owners and residents;

AND FURTHER HEREBY SPECIFYING that said declarations shall constitute covenants to run with all of the land, as provided by law and shall be binding on all parties who currently hold title to the land and all persons claiming ownership under them and for the benefit of and limitations upon all present and future owners in said Subdivision, this declaration of restrictions being designed for the purpose of keeping said Subdivision desirable, uniform and suitable in architectural design and use as herein specified, whether or not these covenants are embodied in the conveyance or other instrument affecting title thereto.

These covenants are to run with the land and shall be binding on all persons claiming under them until July 1, 2017, at which time the said covenants shall be then automatically extended for successive periods of ten (10) years thereafter unless by vote of the owners of a majority of the lots in a referendum as organized by one or more lot owners or by the Association and held prior to the expiration of the term, it is agreed to change the said covenants in whole or in part. However, regardless of the foregoing, this does not prohibit at any other time, the amendment of these covenants in whole or in part by an affirmative vote of the owners of a majority of the lots in a referendum as organized as provided above.

If a party hereto or its heir or assign shall violate or attempt to violate any of the covenants or restrictions herein, any other person or persons owning or holding equitable title to any real estate situated in said subdivision as well as the property owners' association as may be organized shall have the right to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and to enforce and to prevent him or them from doing such violation. Invalidation of anyone of these covenants or restrictions shall not invalidate the others which shall remain in full force and effect. When utilized herein, owner or lot owner shall also include any purchaser of a lot under a real estate contract or deed of



trust.

- 1) All exterior construction of any building on a lot shall be completed within three hundred sixty (360) days from commencement.
- 2) No obnoxious, noisy or offensive businesses or commercial ventures or other such activities may be conducted on any lot. No stores or retail businesses shall be allowed except for home occupations which do not employ individuals on-site other than residents of that home and which do not generate vehicle traffic greater than that normally anticipated for a single family residence. Manufacturing, church, religious or other institutional uses will not be allowed.
- 3) No mining or drilling for oil, gas or other minerals will be permitted on any lot.
- 4) Stables will be permitted for horses owned by immediate family members only, and stables shall be at least fifty feet (50') from any lot property line.
- 5) Animals belonging to lot owners or purchasers will be allowed and shall be so controlled that they cannot graze or roam on any other lot. Lot owners shall prevent animals in any way from becoming an unreasonable nuisance either from noises created by the animals, odors, or any other practice or conduct which reasonably creates a nuisance. The maximum number of animals allowed are three (3) dogs, three (3) cats and four (4) horses for each lot. No other animals which are not normally indoor pets will be allowed.
- 6) No mobile homes as herein defined shall be placed, either as a temporary or permanent residence on any lot, nor shall the same be stored or parked on any parcel except a mobile home may be located on a lot for a total period of time not to exceed eighteen (18) months while the lot owner is actively constructing a permanent dwelling on the lot. A mobile home shall be defined for purposes herein as a single wide dwelling unit built on chassis and containing or originally containing complete electrical, plumbing, and sanitary facilities and designed to be installed on a temporary or permanent foundation for temporary or permanent living quarters. Certain manufactured housing may be permitted with the approval of the developer or the Association.
- 7) Recreational vehicles may be placed on a lot for temporary residential purposes (for a period of time not to exceed ten (10) months at a time and then such periods must be separated by at least two (2) months) before a permanent structure is constructed upon any lot provided the recreational vehicle is not permanently situated. This vehicle must be movable and located, if possible, in an area on the lot that cannot be seen from the road or from any adjacent properties.
- 8) Abandoned, disabled, or junked motor vehicles inclusive of

automobiles, trucks, motor homes, heavy equipment, or other motorized vehicles shall not be stored on any lot. A motor vehicle, shall be considered abandoned, disabled or junked if it cannot be moved under its own power. This covenants shall not prohibit any owner of a lot from keeping up to three (3) registered automobiles on his property, or more if such additional vehicles are garaged.

9) No lot shall be allowed to be used as a storage area for or as a dumping ground for rubbish. Each lot owner shall place his trash, garbage or other waste in a sanitary container and then have hauled to an appropriate collection site. It shall be the responsibility of the lot owner, whether the lot is vacant or otherwise, to keep said lot clear of trash or rubbish. Rubbish shall not be buried or burned on any lot. Each lot owner shall keep his/her lot free of all debris and shall prevent it from becoming unsightly by reason of deterioration of paint or other materials and in general shall keep the property neat, clean and attractive. Landscaping including any lawns shall be watered, trimmed and mowed. Conservation of water is encouraged when planting grass or any new landscaping.

10) Tanks for storage of propane and receptacles for rubbish must be screened or so placed as to not be visible from any public road.

11) In the event a structure located on a lot is destroyed, either wholly or partially by fire or any casualty, all the remaining structure including the foundation and all the remaining debris shall be totally removed from the lot within six months (6) months from said occurrence unless the structure is to be completely repaired which repair must be completed within twelve (12) months of the casualty.

12) No sign of any kind shall be displayed to the public view on any lot except one (1) sign of not more then six (6) square feet advertising the property for sale or rent, or used by the builder to advertise the property for sale or rent, or used by the builder to advertise the property during the construction and sales period. However, the developer may place larger signs at the entrance of the Subdivision during the initial sales of the lots.

13) Dirt bikes, four wheelers, all-terrain vehicles and any other forms of motorized transportation shall be operated within the Subdivision only on established roads.

14) No lots will be further subdivided.

15) No permanent residence may be built or located within the Subdivision which contains less than one thousand (1,000) square feet of heated area. All structures must be approved by either the developer or the Association.

16) Each lot shall be subject to a ten (10) foot utility easement on all its

exterior boundaries, front, back and sides.

- 17) Each lot shall be subject to a twenty-five foot (25') road easement on that portion of the lot which fronts or abuts the centerline of the main Subdivision access road. No improvements (other than the lot's individual access road and utility lines and the like) shall be constructed or located in such easement.
- 18) No hunting, trapping or discharge of firearms shall be allowed in the Subdivision.
- 19) Outdoor grills are allowed, but fire pits must be approved by the developer or the Association. No brush fires shall be allowed.
- 20) No diversion of drainage shall be allowed unless approved by the Association or the developer including the building of ponds or any major changes in the topography which would alter the historic drainage patterns.
- 21) Camping on a lot including the use of trailers, recreational vehicles, campers, mobile homes, tents or similar structures is allowed on a lot but only for periods of up to three (3) weeks in any calendar month.
- 22) No knowing, wilful and intentional excavation, removal, disturbance or destruction of human burial, buried, entombed or sepulchered in any unmarked burial ground shall be allowed except by authority of a permit issued by the New Mexico State Medical Investigator or by the New Mexico State Cultural Properties Review Committee with the concurrence of the New Mexico State Archaeologist and New Mexico State Historic Preservation Officer.
- 23) Every lot owner (including the developer as long as developer owns lot[s] within the Subdivision), shall be a member of the PINEHILLS ESTATES HOMEOWNERS ASSOCIATION ("Association"), a New Mexico non-profit corporation. The terms and provisions as set forth in these covenants are not exclusive, as all owners shall, in addition, be subject to the terms and provisions of the articles, bylaws and Association rules to the extent these terms and provisions are not in conflict with these covenants. Membership in the Association shall be appurtenant to and may not be separated from the interest of the owner of a lot. Purchase or ownership of a lot shall be the sole qualification for membership; provided, however, a member's voting privileges may be suspended for non-payment of Association dues. No more than one membership shall exist based upon ownership of a single lot although a member may have multiple memberships and votes if the member (including the developer) owns more than one lot. In the event of a vote as required by the Board of the Association or any committee, members may vote either in person or by appropriate proxy. Every lot owner or purchaser by acceptance of a deed or other conveyance (including a conveyance of an equitable ownership by virtue of either a real estate contract or deed of trust), whether expressed in the

conveyance or not, shall be deemed to covenant to be a member of Association and to agree to pay to the Association all regular and special Association assessments. Such assessments shall be fixed, established and collected from time to time as further provided herein. Until modified or changed by the board, the annual assessment shall be Two Hundred Fifty Dollars (\$250.00) per membership. All such assessments together with interest thereof and any attorneys' fees and court costs shall constitute a charge and lien upon the lot or lots owned or being purchased as well as the personal obligation of the lot owner. The purpose of the assessments shall be principally to maintain and improve the common subdivision roads and to enforce the provisions of these covenants. The Association shall (be governed by a board of directors ("Board") consisting of not less than three (3) nor more than five (5) members (who are lot owners or purchasers or immediate family members of a lot owner or purchaser) elected by majority vote annually. The Board shall fix and collect the amount and set the due date of the assessments. The total assessment shall generally be based upon the amount the Board reasonably calculates will be necessary to discharge and fulfill the obligations of the Association as herein set forth. The assessment for each lot shall be equal and the same regardless of size of the lot and regardless of the use or benefit of any of the Association activities to the lot owner. In the event of non-payment of any assessment by its declared due date, the Association shall have the right to institute an appropriate action in law or equity for collection. Further, upon such non-payment, the Board may suspend the non-paying member's voting privileges and may file a lien upon the non-paying member's lot(s) to secure payment of all assessments and related costs. The lien shall immediately attach and become effective upon the due recording of the lien and the mailing a copy to the lot owner. The lien then may be foreclosed in the manner provided by law for foreclosure of a judgment under New Mexico law.

24) At any time after twelve (12) of the lots have been sold either as a cash sale or under a contract, members of the Association may elect an architectural review committee to consist of three (3) members, who may or may not be lot owners and may or may not be members of the Board, which shall have the authority to initially consider and decide all disputes or requests arising under paragraphs 15 and 20 hereof. In the event that a member is dissatisfied with a decision of this committee, an appeal may be taken to the Board if so mailed within fifteen (15) days of the decision and shall generally be considered by the Board within thirty (30) days of receipt.

25) In the event that any of the terms utilized herein are in need of interpretation, the reasonable interpretation given to them by the Association shall be given preference.

26) The rights of the developer herein may be fully assignable.

27)

WARRANTY DEED

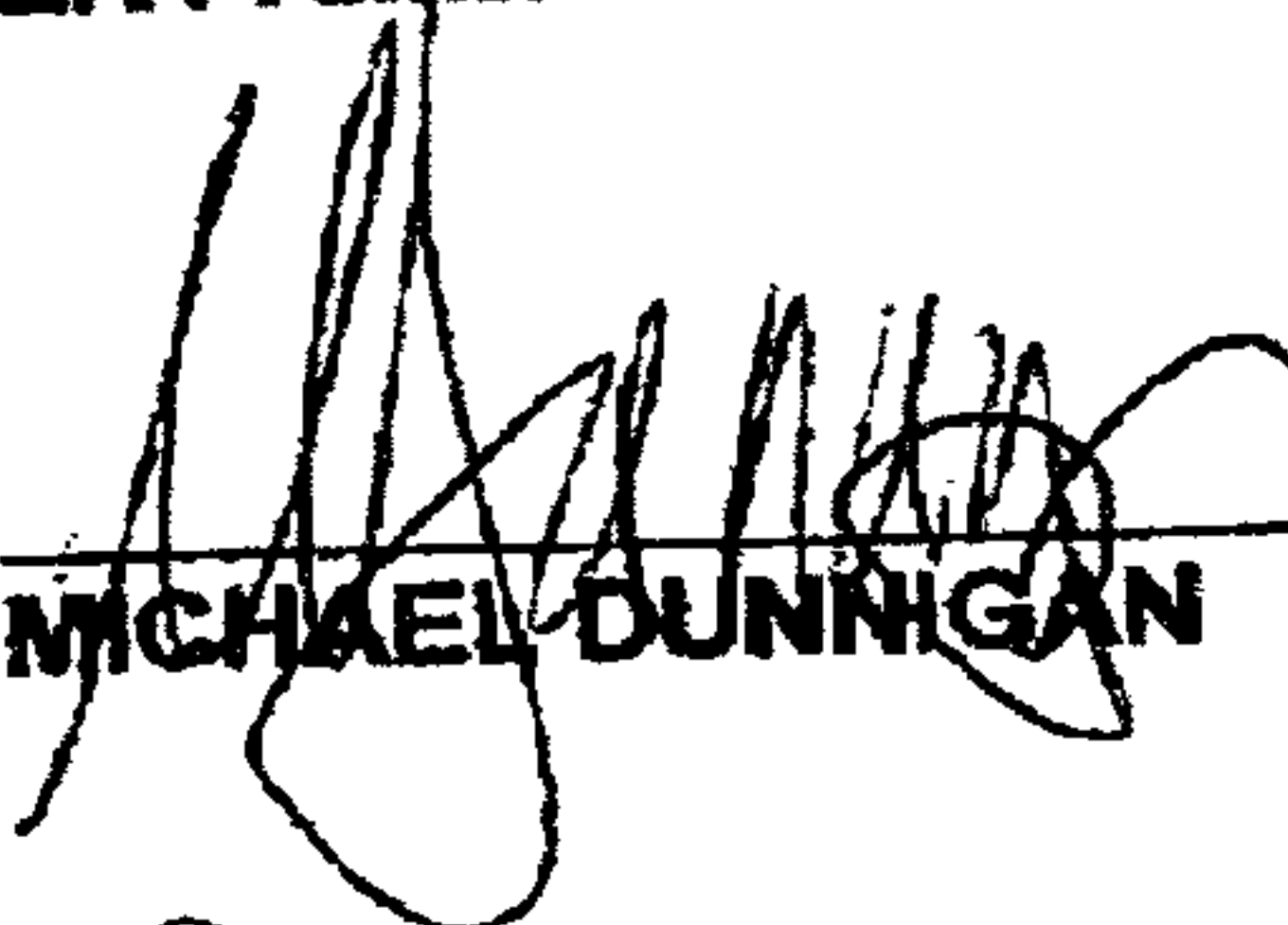
POLK FAMILY PROPERTIES, INC., a Nevada corporation, for consideration paid, grants to **NATURE'S PARTNERS, LTD.**, a Texas corporation, of 8506 Welsey Street, Greenville, Texas 75402, the following described real estate in Cibola County, New Mexico:

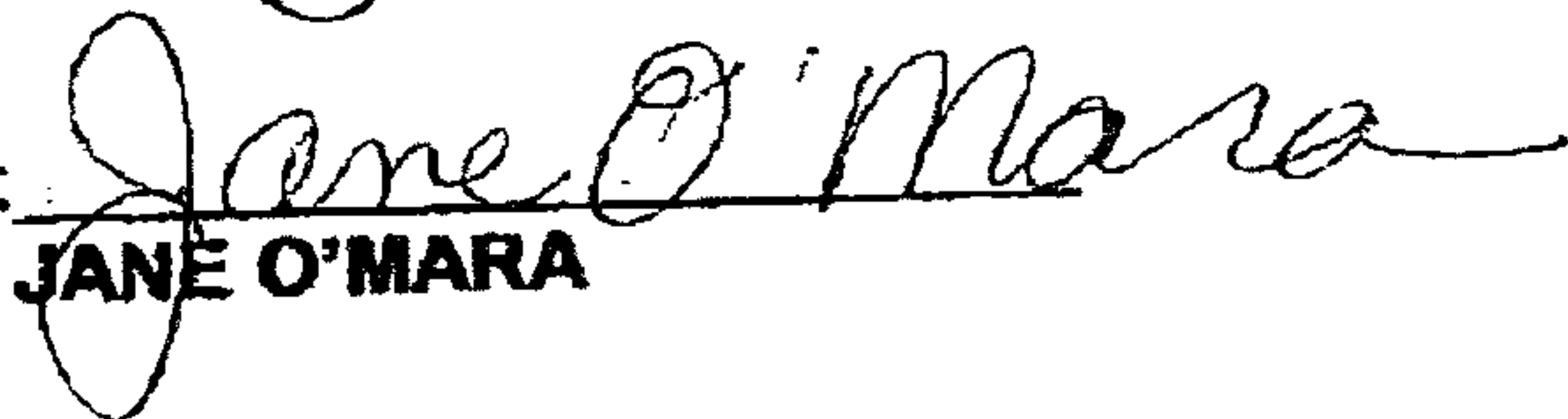
Lots 1 through 13 and 15 through 24 of Pinehill Estates, a subdivision as shown and described in a plat thereof filed in the Office of the Clerk of Cibola County on June 27, 2007, in Book 17, Page 3789.

Subject to taxes and assessments for the current year and subsequent years, easements, restrictions, reservations and patent reservations of record. with warranty covenants.

WITNESS its hand and seal this 13th day of May, 2011.

POLK FAMILY PROPERTIES, INC.

By: 
MICHAEL DUNNIGAN

By: 
JANE O'MARA

LEGAL DESCRIPTION:

A CERTAIN TRACT OF LAND SITUATE WITHIN SECTION 33, T.9N., R.15W., N.M.P.M., CIBOLA COUNTY, NEW MEXICO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
FROM THE POINT OF BEGINNING, BEING THE SOUTHWEST CORNER OF SAID TRACT, ALSO BEING THE SOUTHWEST CORNER OF SAID SECTION 33 AND RUNNING THENCE N01°37'21"W ALONG THE WEST LINE OF SAID SECTION 33 A DISTANCE OF 2667.86 FEET TO THE WEST ONE-FOURTH CORNER OF SAID SECTION 33;
THENCE N01°32'40"W ALONG THE WEST LINE OF SAID SECTION 33 A DISTANCE OF 2670.22 FEET TO THE NORTHWEST CORNER OF SAID TRACT, ALSO BEING THE NORTHWEST CORNER OF SAID SECTION 33;
THENCE S85°14'00"E ALONG THE NORTH LINE OF SAID SECTION 33 A DISTANCE OF 1181.04 FEET TO A POINT IN THE WESTERLY RIGHT OF WAY LINE OF B.I.A. ROAD No. 125, AS DESCRIBED AT BOOK 244, PAGE 864-865, RECORDS OF CIBOLA COUNTY CLERK'S OFFICE;
THENCE S29°38'40"W ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 764.14 FEET TO A POINT OF CURVE;
THENCE SOUTHERLY ALONG SAID WESTERLY RIGHT OF WAY LINE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 966.74 FEET AN ARC LENGTH OF 672.39 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 39°51'03", TO A POINT OF TANGENCY;
THENCE S10°12'23"E ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 432.72 FEET TO A POINT OF CURVE;
THENCE SOUTHEASTERLY ALONG SAID WESTERLY RIGHT OF WAY LINE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 2033.40 FEET AN ARC LENGTH OF 189.76 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 05°20'49" TO A POINT;
THENCE LEAVING SAID WESTERLY RIGHT OF WAY LINE, N85°50'40"E CROSSING SAID B.I.A. ROAD No. 125 EASEMENT A DISTANCE OF 257.10 FEET TO A POINT;
THENCE S23°44'33"E A DISTANCE OF 514.88 FEET;
THENCE S44°45'11"E A DISTANCE OF 161.34 FEET;
THENCE S65°45'50"E A DISTANCE OF 761.38 FEET;
THENCE S83°57'16"E A DISTANCE OF 140.48 FEET;
THENCE N77°51'17"E A DISTANCE OF 200.16 FEET;
THENCE S35°46'03"W A DISTANCE OF 197.77 FEET;
THENCE S09°19'42"W A DISTANCE OF 217.91 FEET;
THENCE S23°52'15"E A DISTANCE OF 182.50 FEET;
THENCE S55°09'33"E A DISTANCE OF 219.09 FEET;
THENCE S62°15'12"E A DISTANCE OF 275.74 FEET;
THENCE N67°56'32"E A DISTANCE OF 128.19 FEET;
THENCE N81°00'41"E A DISTANCE OF 2540.29 FEET TO A POINT IN THE EAST LINE OF SAID SECTION 33;
THENCE S01°18'00"E ALONG SAID EAST LINE OF SECTION 33 A DISTANCE OF 2138.23 TO THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, ALSO BEING THE SOUTHEAST CORNER OF SAID SECTION 33;
THENCE N89°40'29"W ALONG THE SOUTH LINE OF SAID SECTION 33 A DISTANCE OF 2631.71 FEET TO THE SOUTH ONE-FOURTH CORNER OF SAID SECTION 33;
THENCE N89°39'31"W ALONG THE SOUTH LINE OF SAID SECTION 33 A DISTANCE OF 2640.37 FEET TO THE POINT AND PLACE OF BEGINNING, AND CONTAINING AN AREA OF 320.000 ACRES, MORE OR LESS.
SUBJECT TO EXISTING EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD.

STATE OF Texas)
)ss.
COUNTY OF Hunt)

THIS INSTRUMENT was acknowledged before me this 25th day of May, 2011, by MICHAEL DUNNIGAN, as member and on behalf of POLK FAMILY PROPERTIES, INC., a Nevada corporation.

Cindi Lee Walker

Notary Public

My commission expires: 04/09/2015

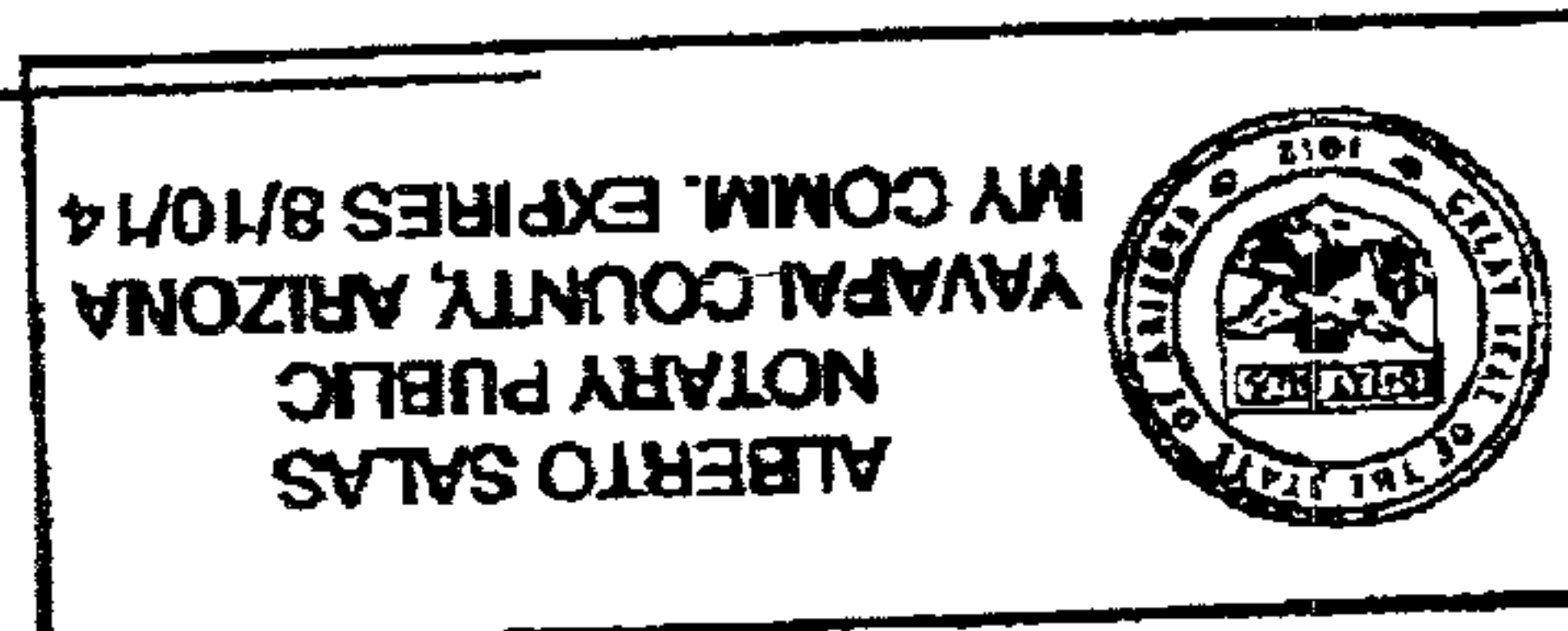


STATE OF ARIZONA)
)ss.
COUNTY OF YAVAPAI)

THIS INSTRUMENT was acknowledged before me this 13th day of MAY, 2011, by JANE O'MARA, as member and on behalf of POLK FAMILY PROPERTIES, INC., a Nevada corporation.

Alberto Salas
Notary Public

My commission expires: 8-10-14



28)

29)

NATURE'S PARTNER, LLC.

By: [Signature]
MICHAEL DUNNIGAN
Managing Member

STATE OF Texas)
COUNTY OF Hunt) ss.

THIS INSTRUMENT was acknowledged before me this 19
day of June, 2007, by MICHAEL DUNNIGAN, as managing
member and on behalf of NATURE'S PARTNER, LLC.

[Signature]
Notary Public

My commission expires: 3-25-11

