

DECLARATION OF RESTRICTIONS AND EASEMENTS

This Declaration of Restrictions and Easements (the "Declaration") is made this 31 day of October, 2017, by **CAMEL ROCK DEVELOPMENT, LLC**, a New Mexico limited liability company ("the Declarant").

BACKGROUND FACTS:

A. The Declarant is the owner of the land located in the SEC of San Pedro Drive, NE, and Paseo del Norte in the City of Albuquerque, Bernalillo County, New Mexico, and legally described on the attached **Exhibit "A"** and as shown on **Exhibit "A-1"** (the "Shopping Center"). A Site Plan of the Shopping Center is attached to this Declaration as **Exhibit "B"** (the "Site Plan").

B. The Declarant intends to lease or sell various parcels within the Shopping Center (individually a "Parcel") to various entities which will operate businesses including retail stores and restaurants.

C. The Declarant desires for the most favorable development of the Shopping Center, and recognizes that it is necessary that the various occupants of the Shopping Center agree and cooperate for the operation and maintenance of their Parcels and the Common Areas located thereon or to be created or erected thereon or maintained upon a Parcel from time to time. Declarant therefore intends herein to grant to each Owner (as defined below) certain reciprocal easements for pedestrian and vehicular ingress and egress over the common curb cuts, roadways, driveways, aisles, walkways and sidewalks for access and for delivery and to grant certain rights to install and maintain utility lines and site facilities within the Common Areas. Declarant also intends herein to provide for certain obligations and restrictions for the operation and maintenance of the respective Parcels and the Common Areas and facilities constructed and to be constructed thereon.

D. All of the easements, obligations and restrictions herein set forth shall run to the benefit of, and bind the respective Parcels, and the Owners (as defined below).

E. Each subsequent Owner of a Parcel or part thereof shall because of such ownership automatically accept the duties and obligations to be undertaken and assumed by the Owner of such Parcel and shall be entitled to the rights afforded under this Declaration for such Parcel.

NOW, THEREFORE, in consideration of the foregoing recitals (which are incorporated herein by this reference), the mutual covenants and agreements hereinafter set forth, Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Declarant hereby grants, covenants and agrees as follows:

Doc# 2017105098

11/01/2017 11:35 AM Page: 1 of 38
DEC R \$25.00 Linda Stover, Bernalillo County



ARTICLE I DEFINITIONS

Affected Owner has the meaning as defined in Section 2.03(b);

Affected Party has the meaning as defined in Section 7.01(a);

Building Areas has the meaning as defined in Section 4.01 (c);

City means primarily the municipal government of Albuquerque, New Mexico but also includes, as applicable, other governmental or quasi-governmental departments that have authority and jurisdiction over the Shopping Center;

Common Areas means all improvements on a Parcel other than the building(s) on such Parcel including, without limitation, parking areas, curb cuts, roadways, drives, driveways, aisles, walkways, curbs, lighting, landscaping, directional and traffic control signs, sidewalks, benches, building directories, light poles, pylon signs, directional signs, pedestrian coverings, light poles and lights, utilities serving the common amenities and utilities "stubbed out" to the individual Parcels to the point of the service connection, fire hydrants, landscaping, and storm drainage and storm water retention and detention areas and other improved areas located outside of the building(s), but excluding utility lines serving only the building(s) on the Parcel, loading docks, dumpsters and dumpster enclosures, drive-thru service facilities and similar exclusive facilities that are adjacent or appurtenant to the building(s) on the Parcel ("Exclusive Facilities") and driveways providing access only to such Exclusive Facilities.

Constant Dollars means the value of the U.S. dollar to which such phrase refers, as adjusted from time to time. An adjustment shall occur on the 1st day of June of the sixth (6th) full calendar year following the date of this Declaration, and thereafter at five (5) year intervals. Constant Dollars shall be determined by multiplying the dollar amount to be adjusted by a fraction, the numerator of which is the Current Index Number and the denominator of which is the Base Index Number. The "**Base Index Number**" shall be the level of the Index for the year this Declaration commences; the "**Current Index Number**" shall be the level of the Index for the year preceding the adjustment year; the "Index" shall be the Consumer Price Index for All Urban Consumers, published by the Bureau of Labor Statistics of the United States Department of Labor for U.S. City Average, All Items (1982-84==100), or any successor index thereto as hereinafter provided. If publication of the Index is discontinued, or if the basis of calculating the Index is materially changed, then the Approving Parties shall substitute for the Index comparable statistics as computed by an agency of the United States Government or, if none, by a substantial and responsible periodical or publication of recognized authority most closely approximating the result which would have been achieved by the Index;

Constructing Party has the meaning as defined in Section 4.02;

Declarant means and refers to Camel Back LLC, a New Mexico limited liability company and its successors, for so long as it owns any part of the Shopping Center. Thereafter,

Declarant shall mean and refer to the Successor Declarant.

Defaulting Owner has the meaning as defined in Section 7.01 (a);

Essential Common Elements has the meaning as defined in Section 3.01(i);

First Mortgage has the meaning as defined in Section 7.01(b);

Floor Area shall mean the aggregate of the actual number of square feet of space contained on each floor within a building, excluding any mezzanine or basement space, that is not used for sales or display of merchandise and which is not open to customer access, as measured from the exterior faces of the exterior walls or store front and/or the center line of any common walls; provided, however, that the following areas shall not be included in such calculation: (i) space attributable to any multi-deck, platform, rack or other multi-level system used solely for the storage of merchandise which is located above ground floor; any vestibule areas lying between entries and exits which are enclosed with weather proof materials, whether or not insulated, heated or cooled; loading docks, any space used solely for building utilities or mechanical equipment; and, notwithstanding anything in this Declaration to the contrary, any outside sales area not included within a building, whether attached or unattached to a building, and (ii) used for outdoor seating for customers of restaurants and/or other food service businesses. Within thirty (30) days' after receipt of a request therefor, an Owner shall certify to the requesting party the amount of Floor Area applicable to such Owner's Parcel. If any Owner causes an as-built survey to be prepared for any portion of the Shopping Center, such Owner shall upon request furnish a copy of such survey to the other Owners for informational purposes only.

During any period of rebuilding, repairing, replacement or reconstruction of a building, the Floor Area previously attributable to that Parcel shall be deemed to be the same as existed immediately prior to such period. When such rebuilding, repairing, replacement or reconstruction is completed, the Owner of such Parcel shall cause a new determination of Floor Area for such Parcel to be made in the manner described above, and such determination shall be sent to any other Owner requesting the same.

Hazardous Materials has the meaning as defined in Section 11.02;

Hazardous Materials Contamination has the meaning as defined in Section 11.03;

Interest Rate shall mean the lesser of: (i) three percent (3%) in excess of the "Prime Rate" published in the Wall Street Journal, or if such publication or rate is not available on a permanent basis, then three percent (3%) in excess of the prime lending rate charged by Citibank, N.A. for commercial loans to its most preferred commercial customers; or (ii) the highest rate permitted by applicable law.

Indemnified Owner has the meaning as defined in Section 5.01;

Indemnifying Owner has the meaning as defined in Section 5.01;

Liabilities has the meaning as defined in Section 11.01 (b);

Main Utility Lines has the meaning as defined in Section 3.01(e);

Maintainer has the meaning as defined in Section 3.01(i);

Maximum Height has the meaning as defined in Section 4.01 (c);

MultiTenant Pylon Signs means the pylon sign (whether one or more) the use of which is shared by multiple Shopping Center occupants (as opposed to monument signs which will mean signs that are used exclusively by one specific Owner or such specific Owner's tenants and hereby any monument signage shall be exclusively reserved for Outparcels as may be shown on the Site Plan). The locations where Declarant has or plans (but is not obligated) to locate (subject to governmental approval) Multi-Tenant Pylon Signs are shown on the Site Plan with the designation "developer's multi-tenant sign". The Declarant will have the exclusive right to designate the parties that will have a panel on the Multi-Tenant Pylon Sign(s). The Declarant's intent is that the occupants of a Parcel that has a monument sign will not have a panel on any Multi-Tenant Pylon Signs, and further that the occupants of Parcels that are not Outparcels have

Priority in receiving a panel on a Multi-Tenant Pylon Sign and as further defined in Section 3.01 (g);

Normal Lighting Hours has the meaning as defined in Section 3.02;

Owner shall be deemed to refer to any fee owner (individually an "**Owner**", or collectively, the "**Owners**"). At Declarant's election Declarant may designate the ground lessee of any Parcel or part thereof who has assumed all of the obligations of the owning party as an Owner by recording a Supplement to this Declaration ("**Supplement**"). If a ground lessee's leasehold estate is terminated, by the expiration or termination of its lease or otherwise, the ground lessee shall no longer be deemed an Owner and the fee owner of the Parcel shall be deemed the Owner of the Parcel for this Declaration. When a transaction that would result in a new Owner for a Parcel (or portion thereof) is consummated, the person or entity which shall become an Owner hereunder shall execute a Supplement and that acquiring person or entity shall send a copy of the Supplement in the manner provided for notice herein to every other Owner, and the previous Owner shall remain (severally and jointly with the successor Owner) liable for all obligations as an Owner for such Parcel or applicable portion thereof until a copy of such Supplement is recorded in the Office of the Recorder;

Parcel has the meaning as defined in Section Recital B;

Permittees has the meaning as defined in Section 2.01 (b);

Primary Interior Drive has the meaning as defined in Section 3.01(i);

Recorder means the Recorder of Deeds for Bernalillo County, New Mexico;

Requesting Party has the meaning as defined in Section 9.05;

Responding Party has the meaning as defined in Section 9.05;

Service Facilities shall mean loading docks, trash compactors and enclosures, drive-thru areas, recycling facilities, bottle storage, recycle bins, exterior coolers, grease traps, exterior storage (if any);

Shopping Center has the meaning as defined in Section Recital A;

Site Plan means the Site Plan of the Shopping Center attached to this Declaration as Exhibit "B", as it may be amended by Declarant in accordance with Section 4.01(c);

Subdivision Plat means the Plat of Lots 1 thru 5, Paseo Marketplace, as the same are shown and designated on the plat thereof, recorded in the Bernalillo County, New Mexico real estate records on October ____, 2017, as Document No. 2017_____.

S/L Lease has the meaning as defined in Section 7.01 (b); **S/L Lessor** has the meaning as defined in Section 7.01(b);

Storm Drainage Facilities has the meaning as defined in Section 2.04;

Storm Water Detention Easement has the meaning as defined in Section 2.04;

Successor Declarant has the meaning as defined in Section 13.01(h);

Subsequent Construction has the meaning as defined in Section 4.02;

Taking has the meaning as defined in Section 6.03;

Utility Lines has the meaning as defined in Section 2.02 (a).

ARTICLE II- GRANT OF EASEMENTS

Section 2.01. Access and Parking Easements.

(a) During the term of this Declaration, the Declarant and the Owners hereby grant and convey to the other, for the benefit of their respective Parcels, a non-exclusive easement on, over and across the parking areas, parking aisles, common curb cuts, roadways, drives, driveways and sidewalks in the Common Area of the grantor's Parcel as the same may from time to time be constructed and maintained for such use for the passage of pedestrians and vehicles and the parking of vehicles. Nothing contained in this Section 2.01(a) shall be deemed to modify the parking ratio requirements for each

Parcel set forth in Section 4.1(c) below. Such easement rights shall be subject to all other applicable provisions contained in this Declaration.

(b) The easements granted in this Section 2.01 shall be for the benefit of, the Owners and the Owners' the tenants and other occupants of the Owners' respective Parcels for the duration of such occupancy, and to the customers, employees, contractors, agents and business invitees thereof (collectively, the "**Permittees**"); but same is not intended nor shall it be construed as creating any rights in or for the benefit of the general public nor shall it affect or benefit any real property outside of the Shopping Center. Such areas subject to the easements granted in this Section 2.01 are reserved for the use of the Owners and the Permittees for the term of this Declaration.

(c) The easements granted in this Section 2.01 shall be subject to the following reservations and agreements:

(d) Each Owner reserves the right to temporarily close off the portion of the Common Areas located on its Parcel at such intervals and for such minimum period of time as may be legally necessary, in the opinion of such Owner's counsel, to prevent the acquisition of prescriptive rights by any other party; provided, however, that prior to closing off any portion thereof, such Owner shall give written notice to the other Owners in the Shopping Center of its intention to do so, and shall coordinate such temporary closing with the other Owners to avoid any disruption to the other Owner's business operations and to the full use and enjoyment of the access easements granted hereunder.

(e) Subject to approval by all applicable governmental authorities, relocations of portions of the Common Areas located on an Owner's Parcel shall be permitted hereunder (as to the portion thereof located on their respective Parcels), provided that (1) such relocation does not materially and adversely affect the other Owners' full use and enjoyment of the easements and rights granted under Section 2.01(a) hereof for the uses and purposes therein provided, and (2) following such relocation the access provided over the relocated portions of the Common Areas shall be reasonably equivalent to the access afforded by such portion of the Common Areas prior to such relocation.

(d) Subject to the terms of this Declaration, each granting Owner reserves the right to make any other use of the surface or subsurface areas of the Common Areas located on its Parcel and the right to grant additional access, utility or other easements over, upon and under the Common Areas located on its Parcel including, without limitation, (a) the right to construct, maintain, alter, repair or restore, as necessary, any site improvements or facilities located in, on, under or over the Common Areas, (b) the right to temporarily interrupt the use of or close portions of the Common Areas to perform any of the matters set forth in these Sections 2.01(c)(i) through (iii), and (c) the right to designate customer short-term parking area(s) and employee parking area(s); provided, however, (A) the exercise of such rights shall not permanently, materially and adversely interfere with any other Owner's use of the access easements granted hereunder by such granting Owner, and (B) except in case of an emergency, in no event shall any such closing take place during normal business hours of the businesses conducted on the

Parcels unless a reasonable alternative means of access is provided to the other Owners.

(e) The access drive shown on the Site Plan as "Primary Interior Drive" will not be relocated without the consent of all Owners.

Section 2.02. Utility Easements.

(a) The Declarant and the Owners hereby grant and convey, each to the other, for the benefit of their respective Parcel non-exclusive perpetual easements in, to, over, under and across those portions of the Common Areas located on the granting Owner's Parcel and shown on the Site Plan or Subdivision Plat for the Shopping Center as a "Utility Easement" or other similar designation where clearly marked or as installed or approved by the City, to install, operate, maintain, repair, replace, remove and relocate underground storm sewer lines, sanitary sewer pipes, water and gas lines and mains, electric power lines, telephone lines, and other underground utility lines (collectively, the "**Utility Lines**") to serve the facilities located on their respective Parcel. "Utility Lines" includes all sanitary sewers, storm drains, and water (fire and domestic), gas, electrical, telephone and communication lines installed by Declarant, City or any other public or quasi-public utility provider. To the extent granted to the City as shown on the Site Plan or Subdivision Plat for the Shopping Center as "Utility Easement" or other similar designation where clearly marked or as installed or approved by the City, each Owner recognizes that the City has utility lines which may have been installed in exclusive easements. All Utility Lines shall be underground except:

- (1) ground mounted electrical transformers;
- (2) as may be necessary during periods of construction, reconstruction, repair or temporary service;
- (3) as may be required by governmental agencies having jurisdiction over the Shopping Center;
- (4) as may be required by the provider of such service; and
- (5) fire hydrants.

(b) Any additional Utility Lines (other than those installed and maintained by the City or serving only the Parcel on which the Utility Line is installed) shall be installed, and any relocation of any such existing Utility Lines shall be made, subject to the prior written consent of all of the Owners using the Utility Lines or whose Parcel is affected by the installation or relocation, which consent shall not be unreasonably withheld, conditioned or delayed. Non-essential or non-emergency additional installations or relocations shall not be performed between October 15 and December 31 of each year unless each Owner using the Utility Lines or whose Parcel is affected by the installation or relocation consents in its reasonable discretion. The Owner performing the additional installation or relocation shall, at its cost and expense, immediately repair any damage to any improvements or

landscaping and shall indemnify and hold the burdened Owner, any occupant of the burdened Owner's Parcel and any other Owner served by the Utility Lines harmless from any claims, damage or loss which may result from making such additional installation or relocation. If the party performing the additional installation or relocation fails to repair immediately any damage to any improvements, the injured Owner shall have the remedies set forth in Article VII hereof. Any party performing additional installation or relocation of Utility Lines shall maintain, or cause its contractor to maintain, liability insurance naming the affected Owner or Owners as additional insureds. The party performing the additional installation or relocation shall (1) perform such work in a manner that will minimize any interference with the conduct of business on any affected Owner's Parcel, (2) perform such work at no cost or expense to the Affected Owner, (3) use materials and design standards that equal or exceed the ones being replaced, (4) perform such work only after having obtained (and then in compliance with) all required governmental authority approvals and permits, (5) upon completion, provide the Affected Owner a set of as-built plans and specifications.

(c) Each Owner hereby grants and conveys to each Owner of an adjacent Parcel the perpetual right and easement to discharge surface storm drainage and runoff from the grantee's Parcel over, upon and across the Common Areas of the grantor's Parcel, but once paving is installed, no Owner shall alter or permit to be altered the surface of the Common Areas or the drainage/retention system constructed on its Parcel if such alteration would materially increase the flow of surface water onto an adjacent Parcel either in the aggregate or by directing the flow of surface water to a detention area which was not designed to take such additional water or which would otherwise adversely affect the adjacent Owner's use of its Parcel.

(d) The Declarant and the Owners or any designee served by such Utility Lines shall pursuant to the provisions of Section 3.01 below, operate, maintain and repair (and may relocate subject to the conditions set forth in this Section) such Utility Lines, provided (except in case of emergency) such repair and maintenance is performed expeditiously and only after five (5) business days' written notice to the other Owners that use or are served by the Utility Lines or that own the parking area to be affected by any construction work as to repair or maintenance work, or (after receipt of consent as required under Section 2.02(b)) only after fifteen (15) business days' written notice as to any relocation.

Section 2.03. Temporary Construction Easement.

(a) Subject to the terms of Section 4.02 hereof, for any construction work to be performed in the development of the Shopping Center, each Owner hereby grants the other temporary easements for incidental encroachments upon the party's Parcel which may occur as a result of construction, so long as such encroachments are kept within the reasonable requirements of construction work expeditiously pursued and so long as customary insurance is maintained protecting the other Owner from the risks involved. In no event shall an Owner stage any construction on the Parcel of another Owner without such Owner's prior written consent which consent can be granted or withheld in the granting Owner's sole discretion.

(b) Except in an emergency (in which case the work may be initiated after reasonable notice), in case of any entry by any Owner onto the other Owner's Parcel for the performance of any work permitted or required hereunder that will take more than one (1) day to complete or that would otherwise materially and adversely affect access to or the operation of the Owner's Parcel so entered (the "**Affected Owner**"), the entering Owner shall notify the Affected Owner at least fifteen (15) days prior to commencing such work. The entering Owner shall complete such work according to a schedule of performance which must be furnished to and approved by the Affected Owner prior to commencing any such work, such approval not to be unreasonably withheld, conditioned or delayed; provided, however, that if such approval has not been granted or denied within fifteen (15) business days after receipt of such schedule by the Affected Owner then such schedule shall be deemed to be approved. Such schedule shall detail the stages of any such work, the time for completion of each stage, and the portions of the Common Area that will be affected by such work at such times. If the entering Owner fails to complete such work according to the schedule of performance approved by the Affected Owner and such work materially impedes or interferes with normal access to the Affected Owner's Parcel, the operations of the Common Area, or the Affected Owner's business, then after not less than one (1) day's notice, in addition to all other rights or remedies available to an Owner hereunder or at law or in equity, the Affected Owner may complete such portions of all then remaining reconstruction, repairing or repaving as it elects, all at the expense and for the account of the entering Owner. If the Affected Owner elects to proceed pursuant to the immediately preceding sentence, then the Affected Owner shall be reimbursed for any amounts paid or incurred by the Affected Owner to complete any portion of such reconstruction, repairing, or repaving within thirty (30) days of demand for payment accompanied by lien waivers from the contractor(s) providing such work and reasonable evidence of the cost of such work. If the entering Owner fails to reimburse the Affected Owner for any such amount within the thirty (30) day period following the Affected Owner's demand thereof, interest shall accrue thereon at the Interest Rate (as defined below) from and after the thirtieth (30th) day following any such demand for payment, and the provisions of this Declaration respecting the creation of an equitable charge and continuing lien on the entering Owner's Parcel shall apply to the payment of such amount.

(c) Each Owner shall indemnify, defend, and hold the other Owner harmless from and against all loss, cost, damage, injury, or expense (including, without limitation, reasonable attorneys' fees) arising because of injury to or death of persons or damage to property, or claims of lien for work or labor performed or materials or supplies furnished, all arising out of or for the use by the indemnifying Owner of the easements granted pursuant to this Declaration or the exercise by such Owner of the rights granted to it in this Declaration.

(a) For any construction work to be performed by each Owner hereunder, and at all times until such work is complete, each of the Owners shall, at their own cost and expense, maintain or cause to be maintained in full force, a policy or policies of commercial general liability insurance, and (once footings are installed) builder's risk insurance. The insurance shall be carried by a reputable insurance company or companies (that satisfy

the rating criteria set forth in Section 5.03), qualified to do business in the state where the Shopping Center is located and having limits for loss of life or bodily injury in the amounts in Constant Dollars of not less than \$1,000,000 for each person and \$2,000,000 for each occurrence and \$500,000 for property damage for each occurrence. Each Owner shall maintain or cause to be maintained contractual liability insurance specifically endorsed to cover the Owner's agreement to indemnify as set out in Section 5.01. Additionally, each Owner shall also maintain or cause to be maintained workers' compensation insurance with coverage in at least the minimum amount specified by law. Notwithstanding the foregoing, any Owner responsible to maintain such insurance may "self insure", or provide for a deductible from the coverage related to its Parcel, to the extent of one percent (1%) of the net worth of the Owner in its last annual or fiscal year as certified by an independent certified public accountant and computed according to generally accepted accounting principles consistently applied. Such insurance may be carried under a "blanket" policy or policies covering other properties of the party and its subsidiaries, controlling or affiliated corporations provided that the coverage pursuant to such blanket policy or policies is not reduced below the coverage required under this Declaration as a result thereof. Each Owner shall, upon written request from the other Owner, furnish to the party making such request certificates of insurance evidencing the existence of the insurance required to be carried pursuant to this Section or evidence of a self-insurance capacity as provided above, as the case may be. All such insurance shall include provisions denying to the insurer subrogation rights against the other Owners to the extent such rights have been waived by the insured prior to the occurrence of damage or loss. Each Owner hereby waives any rights of recovery against any other Owner, its directors, officers, employees, agents and tenants and occupants for any damage or consequential loss covered by the policies (or that would have been covered but for the fact that such Owner self insures), against which such Owner is protected by insurance, to the extent of the proceeds payable under such policies (or that would have been payable, but for the fact that such Owner self insures), whether or not such damage or loss shall have been caused by any acts or omissions of the other Owner or its directors, officers, employees, agents, tenants or occupants.

Section 2.04. Storm Drainage and Detention Easements.

The Declarant and the Owners hereby grant and convey, each to the other, perpetual, non-exclusive rights and easements to use, to impound storm water within, and to drain storm water through, the storm water drainage and retention facilities located or to be located or constructed within the Common Areas of their respective Parcels (collectively, the "**Storm Drainage Facilities**") including, without limitation (i) all pipes, ditches, flumes, culverts, inlets and other facilities for the drainage of storm water, (ii) any detention pond, if the Declarant determines that a detention pond is necessary or desirable; (iii) sheet flow of storm water across the surface of the Parcels; and (iv) any one or more outfalls that the Declarant causes to be constructed to drain storm water from the Shopping Center a water drainage facility that borders the Shopping Center and the general location of which is shown on the Site Plan. The applicable storm drainage and detention easements declared and established by this Declaration hereby replace the "drainage easement" established by Section 2.04 of the Prior Declaration in its entirety.

Section 2.05 Additional Agreements.

The Declarant may grant additional easements in outside of Building Areas for underground utility lines to municipal authorities or public utility companies or for the orderly development of the Shopping Center.

Section 2.06 Additional Documentation.

Each Owner agrees that it will execute such documents in recordable form as may be reasonably necessary to effectuate the provisions of this Declaration, including, but without limiting the generality of the foregoing, any documents granting easements, licenses and similar rights to utility companies and governmental bodies or agencies thereof.

Section 2.07. Restrictions.

The easements granted by this Article II shall be subject to the covenants and restrictions set forth in Article IV.

ARTICLE III - MAINTENANCE AND OPERATION

Section 3.01. Maintenance and Repair.

(a) After completion of construction, each Owner shall maintain and keep the interior and exterior portion of the buildings, Service Facilities (as defined in Article I definitions) and outside sales area, if any, located on its Parcel in first-class condition and state of repair, in compliance with all governmental requirements, and in compliance with the provisions of this Declaration, including either the Design Criteria set forth in Exhibit "C" or other exterior architectural concept approved by the Declarant. Each Owner further agrees to store all trash and garbage on its Parcel in adequate containers, to locate such containers so that they are not readily visible from the parking area, and to arrange for regular removal of such trash or garbage.

(b) Except as specifically set forth in this Section, each Owner shall, at their sole expense, maintain, repair and replace all improved portions of the Common Areas located on its respective Parcel, so as to keep such areas at all times in a clean, safe, sightly, good and functional condition to standards of comparable to the standard of maintenance followed in other first class retail developments of comparable size in the Albuquerque, New Mexico metropolitan area; notwithstanding the foregoing, however, the improved Common Areas shall be operated and maintained in compliance with all applicable governmental requirements, and the provisions of this Declaration

(c) Each Owner shall be responsible for keeping the Common Areas on its own Parcel clean and free from refuse, rubbish, snow and ice. Any landscaped areas on the respective Common Areas shall be mowed (including, without limitation, removal of all

weeds) and otherwise tended to and kept weed free and in sightly condition by the Owner thereof. If any part of the parking lot or any roadway or other access way is blocked or impaired as the result of an Owner's failure to clear ice and snow or otherwise maintain its Parcel (including, without limitation, failure of re-paving, repairing or replacing portions of such parking lot, roadway or access way) any other affected Owner shall have the right to enter onto such Owner's Parcel to clear or maintain such Parcel as may be necessary for the proper operation of its business. The cost of such clearing or maintenance may be charged to the Owner of the Parcel failing to provide proper maintenance, and shall be payable within fifteen (15) days following demand with interest accruing thereafter at the Interest Rate (as defined below) and the provisions of this Declaration respecting the creation of an equitable charge and continuing lien shall apply.

(d) Each Owner shall repave, re-stripe and replace markings on the surface of the parking areas, drive thru areas (if any), and driveways in its Parcel from time to time as and when necessary so as to provide for the orderly parking of automobiles and shall place and maintain adequate exit and entrance and other traffic control signs to direct traffic in and out of the parking areas. Any striping and other markings shall be consistent with the Site Plan, and the lighting, paving and striping materials shall be consistent with that initially installed on the Shopping Center unless the Declarant approves otherwise.

(e) Each Owner shall service, maintain, repair and replace, and pay the cost of any fees or charges for the Utility Lines located on its Parcel to the extent that such Utility Lines serve the improvements on that Parcel. Maintenance of any portion of any Utility Lines serving more than one Parcel shall be performed by the Owner of the Parcel crossed by the, Utility Line, but the cost thereof shall be shared on an equitable basis based upon the relative consumption or usage of the utility furnished from such Utility Line. To the extent that any Utility Line exclusively serving any Parcel crosses another Owner's Parcel, such Utility Line shall be so maintained by the party served by the Utility Line, subject to the provisions of Section 2.02. Utility Lines that constitute the main utility lines that serve multiple Parcels will be referred to as "**Main Utility Lines**". The provisions of this subsection will not apply as to Main Utility Lines to the extent that and during any period that the Maintainer (defined below) has exercised its rights under subsection 3.01(i).

(f) Each Owner shall cause the Common Areas and all buildings and improvements located on its Parcel to comply with all applicable requirements of law and governmental regulation applicable thereto, provided however, that an Owner may contest any such law or regulation so long as such contest would not create any material danger of a loss of title to, or impairment in any way of the use of all or any portion of the Common Areas for their intended purposes.

(g) Each Owner shall, at its expense, maintain and repair (including necessary replacements) its building signage, and/or monument sign located on its Parcel and/or its respective sign panel as the case may be, if any, on the Shopping Center pylon sign (or monument sign, if any) in good condition and repair so as to

keep them in a safe, sightly and functional condition at all times based on standards for first-class community shopping center pylon signs in the market area. All signage shall comply with the Design Criteria.

(h) Each Owner shall pay, prior to any penalty attaching thereto, all real estate taxes, assessments and personal property taxes, if any, imposed upon the land and improvements and equipment located on its respective Parcel. An Owner who desires to exercise any available legal right to protest the real estate taxes that are assessed against such Owner's Parcel(s), will not exercise such protest right unless the protesting Owner takes all necessary measures to ensure that the remaining Owners' rights under this Declaration are not adversely affected.

(i) The Declarant, for so long as it is an Owner; and thereafter the Successor Declarant appointed and designated, or deemed appointed and designated, pursuant to Section 13.01(h) (each referred to for purposes of this provision as the "**Maintainer**") will be the party obligated and authorized to perform any and all reasonably required maintenance and repairs to any of or all of (1) the Primary Interior Drive, (2) the Main Utility Lines, (3) the Landscape Parcel (to the extent not maintained by the City of Albuquerque) and (3) the Pylon Signs (collectively, the "**Essential Common Elements**") and charge all the Owners (however, in the case of the Pylon Signs, there will be no charge to Owner(s) who do not have the right to use Pylon Signs) as follows: the Maintainer will be preparing from time to time (not more often than twice per calendar year) a budget for the reasonably anticipated cost for any regular or extraordinary maintenance or repair for the Essential Common Elements and will distribute such budget to each Owner with an invoice for each Owner's share for such costs. Each Owner's share will be determined by multiplying the total budgeted costs by a fraction the numerator of which will be the square footage of such Owner's Parcel and the denominator of which will be the total square footage of all Parcels the Shopping Center excluding the Landscape Parcel. Each Owner will pay the Maintainer its respective share of the Essential Common Elements maintenance and repair budgeted costs within 15 days following receipt of the invoice from the Maintainer. Any Owner will have the right of reasonable audit of the Maintainer's Essential Common Elements maintenance activities (limited to activities conducted during the two calendar years that precede such audit). Any amount collected by the Maintainer from the Owners that was not spent during the period covered by the most recent budget will be reflected in any subsequent budget and will reduce the amount that each Owner is required to contribute for the Essential Common Elements maintenance. Any cost that the Maintainer incurred in excess of the amount that the Maintainer collected from the Owners will be reimbursed by the Owners (each Owner for their respective share) to the Maintainer within 10 days following the Maintainer's demand therefor. This provision will not affect the so-called "self-help" rights that each Owner may have under Section 7.01 Of this Declaration.

Section 3.02. Operation and Lighting.

(a) Unless specifically agreed otherwise by Declarant, once constructed each

Owner shall keep the roadways and parking areas in the Common Area of its respective Parcel open to the customers of the Shopping Center seven days a week at all times and lighted after dusk until 11:00 p.m. on Monday through Saturday and from dusk until 9:00 p.m. on Sunday ("**Normal Lighting Hours**"). Any Owner or occupant of a Parcel may require the lights on any other Parcel to be kept lighted after Normal Lighting Hours if such Owner or occupant reimburses the requested Owner for the additional electrical costs incurred thereby.

(b) The initial lighting facilities and fixtures in the Shopping Center shall comply with the Design Criteria. Any subsequent site-mounted facilities and fixtures to be used in the lighting of the roadways or parking areas of the Shopping Center will also comply with the Design Criteria. The Shopping Center's lighting facilities and fixtures shall be designed and installed with separate meters to measure the electricity consumed on the respective Parcels. The Owners shall power and control all site lighting located on their respective Parcel, with such power and controls designed to provide normal lighting levels and security lighting levels. The timing control system shall be capable of easily modifying the time of day that the normal and security lighting levels are initiated, and the Owners agree to cooperate with each other and to coordinate changes to the light level switching times (for seasonal changes or other requests pursuant to Section 3.01(a) hereof) upon reasonable request of another Owner.

Section 3.03. Limitation on Liability.

If an Owner hereafter conveys all such Owner's interest in its Parcel, then such Owner shall have no liability for any claims accruing under this Declaration from and after the date of such conveyance and relating to the Parcel so conveyed provided that (i) the Supplement is recorded, (ii) any deed of conveyance of such interest shall clearly indicate that the party taking title to the Parcel shall be bound by the terms, conditions and covenants of this Declaration and in no event shall any such conveyance limit, modify, release, terminate or waive any liability or obligations of such Owner which accrued prior to the date of such conveyance.

Section 3.04. Delegation of Management.

Each Owner shall be responsible for and maintain all Common Areas on its Parcel. Two or more Owners may if they so desire appoint one entity, which may be one of those Owners or an unrelated third party ("Operator") to perform all of the maintenance of Common Areas on their Parcels. Likewise, if Declarant ground leases a Parcel and constitutes the ground lessee as an Owner as provided above, the Declarant may by supplemental agreement to this Declaration appoint an Operator to perform all of the maintenance of Common Areas on the affected Parcel.

ARTICLE IV - COVENANTS AND RESTRICTIONS

Section 4.01. Restrictions on Buildings and Common Areas.

The Shopping Center shall be subject to the following restrictions which shall be binding on each Owner and each of its tenants, occupants, employees, agents or invitees:

(a) The Declarant has determined that each Parcel burdened with this Declaration shall be developed in compliance with all applicable laws and regulations and shall be consistent with the Design Criteria in the attached **Exhibit "C"**. Furthermore, all development shall be in strict compliance with the development Design Criteria attached as **Exhibit "C"**. The development Design Criteria also contains criteria for all signage, landscaping and site work constructed on the Shopping Center and compliance with those criteria and any governmental ordinances is required. No construction shall be commenced until compliance with the approval process outlined in the Design Criteria has been demonstrated by the party commencing construction on the Parcel.

(b) No obstruction to the free flow of traffic and use of the parking and delivery facilities shall be permitted, except to the extent, if any, indicated on the Site Plan or herein expressly provided for.

(c) No building or other structure of any kind shall be permitted in portions of the Shopping Center except in the **"Building Areas"** designated on the Site Plan; (however, Declarant may, without the consent of any other Owner being required, modify the Site Plan for a Parcel and the Building Area within a Parcel that (i) the Declarant owns and (ii) does not have direct frontage on Paseo del Norte or San Pedro Drive). As used in this Declaration "building" shall mean any permanently enclosed structure placed, constructed or located on a Parcel, which for this Declaration shall include any building appurtenances such as stairs leading to or from a door, transformers, trash containers or compactors, canopies, supports, loading docks, truck ramps, and other outward extensions of such structure. No building or other structure shall exceed the **"Maximum Height"** which shall, for this Declaration, be as established by the Site Plan.

(d) Unless otherwise approved by Declarant, no portion of the Shopping Center may be leased, used or occupied for a use inconsistent with a retail shopping center; provided, however, that allowed uses include retail-service uses customary to first-class shopping centers such as banks and travel agencies. Moreover, no portion of the Shopping Center may be leased, used or occupied as or for any of the prohibited uses set forth on the attached **Exhibit "D"**.

(e) Without Declarant's prior written consent, which will not be unreasonably withheld or delayed, there shall be no promotion, entertainment, amusement or other activities in the Common Areas which would interfere with the use of the Common Areas and related facilities for their intended purposes. Notwithstanding the foregoing, an Owner may use the portions of the sidewalk located in front of the building(s) on its Parcel for (i) seasonal sales of merchandise and/or (ii) the placement of outdoor tables, chairs, umbrellas, and service stations, so long as such furnishings are placed in a manner so as to not unreasonably interfere with or impede the pedestrian traffic coming to, leaving, or moving past its building), and provided that the Owner, at its sole cost, shall comply with all -relevant laws, regulations, rules or ordinances and this Declaration with respect to such

outdoor seating and furnishings, and further provided that the Owner shall at its own expense keep the outdoor seating area clean and free of debris and stains (including power washing on a regular schedule) and keep all of its tables, chairs, and umbrellas, in a neat and clean fashion. All outdoor furniture and umbrellas, if any, shall be maintained, repaired or replaced by Owner, as is reasonably necessary. The Owner shall also further provide insurance to cover the use of such Common Area for seasonal sales or for outdoor seating and sales. Such seasonal display and sale of merchandise and the placement and use of outdoor seating shall be at the Parcel Owner's sole risk and expense. All maintenance directly related to the upkeep and sale of seasonal merchandise and the upkeep, repair, replacement or use of any outdoor furnishings shall be the Parcel Owner's sole responsibility.

(f) The parking areas on the Parcels shall contain sufficient ground level parking spaces without reliance on parking spaces that may be available on another Parcel, to comply with the greater of the number of parking spaces required under applicable governmental rules, regulations and ordinances without variance or the following minimum requirements:

(i) three and five-tenths (3.5) spaces per 1,000 square feet of Floor Area for retail uses not including restaurants governed by (iii) below;

(ii) if any Outparcel proposed to use a drive-up unit or window or other drive-through type use, then in such event, (1) the Declarant shall have the right to approve the site plan for such Outparcel before any construction is commenced thereon, and (2) there shall be created space on the Outparcel in question for sufficient stacking of vehicles for the drive-up unit, window or drive-through type use, as the case may be, such that there shall be no impairment or obstruction to the free flow of traffic or use of the parking or delivery facilities within the Shopping Center;

(iii) for Outparcels: (i) fifteen (15) spaces for every 1,000 square feet of Floor Area for any restaurant or entertainment use in excess of 3,500 square feet; or (ii) three and five-tenths (3.5) spaces per 1,000 square feet of building space for any other use. Each Outparcel needs to meet the parking requirements applicable to it without reliance to parking spaces on other Outparcels. Anything to the contrary notwithstanding, subject to applicable code, the Declarant may designate certain adjacent (or clustered) Outparcels that may share parking spaces to meet the parking ratio so long as the overall ratio is met for the subject Parcels. No Outparcels may share parking spaces with non-Outparcel Parcels.

(iv) If a part of a Parcel is Taken or sold in lieu thereof that reduces the number of usable parking spaces on such Parcel below that which is required herein, the Owner whose Parcel is so affected shall use its best efforts (including using proceeds from the condemnation award or settlement) to restore or substitute ground-level parking spaces to comply with the parking requirements set forth in this Declaration. If such compliance is not reasonably possible, such

Owner shall not be deemed in default hereunder, but such Owner shall not be permitted to expand the amount of Floor Area located on its Parcel. If such Floor Area is thereafter reduced other than by casualty, then the Floor Area on such Parcel may not subsequently be increased unless the parking requirements set forth above are satisfied.

(v) Temporary unavailability of parking spaces caused by uses or promotions permitted under this Declaration shall not result in or be deemed a violation of this Section.

(g) Declarant shall have the right to establish more restrictive parking ratios for an individual Parcel owned by Declarant, prior to the date that the Parcel is sold by Declarant, in a separate recorded restriction, which restriction shall be effective upon recordation in the official records of Bernalillo County, New Mexico. Further, Declarant shall have the right to establish more restrictive parking ratios in any ground lease of a Parcel owned by Declarant. Declarant shall have the right to combine parking on Parcels owned by Declarant for the purpose of complying with the parking ratios in Section 4.01(f) above, so long as the overall parking ratio for such Parcels is met, except as prohibited under the last sentence of Section 4.01(f)(iii) above.

Section 4.02. Special Restrictions Regarding Construction. Construction of certain portions of the Shopping Center may occur at times when the stores of other occupants may be open for business. Because the development of the Shopping Center may be conducted in phases, a Parcel where construction is performed while a store is open for business on another Parcel ("**Subsequent Construction**") shall be subject to the following additional restrictions, which shall be binding on each Owner and each of its tenants, occupants, employees, agents and invitees (for this Section 4.02, a "**Constructing Party**"):

(a) The party who performs any Subsequent Construction must take measures as to not prevent any Owner from at all times having free and unobstructed access to and from its own Parcel across the easement areas on the Shopping Center pursuant to the easement granted in Section 2.01(a) hereof.

(b) All Subsequent Construction activities shall be performed in compliance with all applicable laws, rules, regulations, orders, and ordinances of the city, county, state, and federal government, or any department or agency thereof, and shall not: (i) cause any increase in the cost of constructing improvements upon another Owner's Parcel; (ii) materially interfere with construction work being performed on any other part of the Shopping Center; (iii) materially interfere with the use, occupancy or enjoyment of any part of the remainder of the Shopping Center by any other Owner or occupant; or (iv) cause any building located on another Parcel to be in violation of any law, rule, regulation, order or ordinance authorized by any city, county, state, federal government, or any department or agency thereof. By way of illustration, not limitation, construction traffic will be conducted in a way as to avoid passage through parking areas and the Constructing Party will promptly and regularly clean any mud, debris, etc., that may result from such

construction traffic.

(c) Once Subsequent Construction has commenced, such construction shall be diligently and continuously pursued to completion. The Constructing Party agrees that it shall procure the prior written approval of the other affected Owner(s) of any modifications to the Utility Lines, systems or facilities serving other Parcels in the Shopping Center not contemplated for the initial development of the Shopping Center or any connections to the Utility Lines, systems or facilities which require disruption of utility service to any other Parcel. All Subsequent Construction, including approved modifications and connections subject to approval pertaining to the Utility Lines, systems or facilities, shall comply with all applicable laws, rules, regulations, orders, and ordinances of the city, county, state, and federal government, or any department or agency thereof. The Constructing Party shall: (i) make at its sole expense all improvements necessary or required to increase the capacity of any such Utility Lines, systems or facilities to adequately serve such benefited areas, and (ii) procure all permits, licenses and approvals as are required to make any such modifications or improvements.

(d) Prior to commencing any Subsequent Construction, the Constructing Party shall deliver to the Declarant at least thirty (30) days prior written notice of such commencement. Each Constructing Party shall, upon the written request of the Declarant erect such temporary fences, screening walls or other devices which may reasonably be required to block the visibility of such construction activity and debris associated therewith and to ensure the safety of the owner and occupants of any Parcel adjacent to such construction activity, and their respective employees, agents, licensees, customers, invitees, sublessees, concessionaires, successors and assigns, and shall provide evidence of such insurance coverage as shall be reasonably required by this Declaration or as further may be reasonably required by such Owners, or as may be otherwise required by applicable law, regulation, ordinance, order or decree.

(e) For any Subsequent Construction, there will not be any staging, storage of materials and parking of construction vehicles, including vehicles of workers, on the Parcel of another Owner without such Owner's prior written consent, which consent may be granted or withheld in the granting Owner's sole discretion, and all laborers, suppliers, contractors and others connected with such construction shall use only those access points that are not located on Paseo del Norte. In no event shall any such staging or storage area be located within one hundred (100) feet of any Building Area on another Owner's Parcel, except with such Owner's prior written approval.

(f) Upon completion of any such Subsequent Construction, the Constructing Party shall restore any affected access ways, parking areas and other Common Areas to a condition equal to or better than the condition thereof existing prior to commencing such Subsequent Construction.

(g) Subject to the provisions of Section 5.02 hereof, each Owner hereby grants and conveys to each other Owner and to its respective contractors, materialmen and laborers a temporary license for access and passage over and across the Common

Areas of the granting Owner's Parcel as shall be reasonably necessary for the construction and maintenance of improvements on the other Owners' Parcel or Parcels (including, without limitation, the Subsequent Construction); provided, however, that (i) such license shall be in effect only during periods when construction or maintenance is actually being performed, and (ii) the use of such license shall not unreasonably interfere with the use, operation and enjoyment of the Common Areas by those entitled thereto. Prior to exercising such license, the licensee Owner shall first provide to the licensor Owner a written statement describing the need for such exercise, accompanied by a certificate of insurance establishing that any contractors retained by the licensee Owner for the work to be performed has obtained and maintains in force the insurance coverage required by Section 5.02 hereof. The licensee Owner shall promptly pay all costs and expenses associated with the work being performed, shall diligently complete such work as quickly as possible, and shall promptly clean, restore and repair all affected portions of the Common Areas to a condition equal to or better than the condition thereof existing prior to commencing such work. The foregoing provisions to the contrary notwithstanding, if a dispute exists or arises between any contractors, laborers, suppliers or others for such work, then, for so long as such dispute is on-going, each Owner shall have the right to prohibit the contractors, laborers, suppliers or others from using those portions of the Common Areas on such Owner's Parcel.

(h) No Owner shall have an obligation to commence the construction of any building, but each Owner hereby agrees that once construction of any building has been commenced such construction shall be continued until complete. If any building is damaged by fire or other casualty during construction (whether insured or not), the Owner of the Parcel on which such building is located shall promptly remove the debris resulting from such casualty and erect an appropriate barrier shielding such site from the balance of the Shopping Center. Within a reasonable time thereafter, the Owner of the Parcel on which such building is located shall either (i) complete the construction of the affected building, according to all applicable provisions of this Declaration, (ii) construct another building in place of the affected building, according to all applicable provisions of this Declaration, or (iii) demolish the affected building and restore the cleared area to a hard surface condition or a landscaped area. The Owner of the Parcel on which the affected building is located shall have the option to choose which of the foregoing alternatives to pursue, but shall be obligated promptly to pursue and perform one of such alternatives and to give notice to each other Owner of its election from such alternatives within ninety (90) days after the occurrence of the casualty.

ARTICLE V - INDEMNIFICATION AND LIABILITY INSURANCE

Section 5.01. Indemnification.

To the extent not covered or intended to be covered by any insurance required to be maintained by the indemnified party pursuant to this Agreement (whether or not actually maintained) or otherwise actually maintained, and subject to the provisions of Section 5.02 below, each Owner (an "**Indemnifying Owner**") shall indemnify and hold every other Owner, tenant, and occupant of the Shopping Center (collectively referred to herein, in the singular, as the "**Indemnified Owner**") harmless (except for loss or damage resulting from the negligent or

more culpable conduct of the Indemnified Owner) from and against any damages, liabilities, actions, claims, liens, fines, penalties, costs and expenses (including reasonable attorneys' fees) for the loss of life, personal injury and/or damage to property suffered or incurred by the Indemnified Owner and arising from or out of any occurrence in or upon the Indemnifying Owner's Parcel, or to the extent caused by any act or omission of the Indemnifying Owner, its tenants, agents, contractors, employees or licensees including, without limitation, a breach of this, Declaration by the Indemnifying Owner.

Section 5.02. Liability Insurance.

Each Owner shall maintain or cause to be maintained comprehensive commercial general liability insurance insuring against claims on account of loss of life, bodily injury or property damage that may arise from, or be occasioned by the condition, use or occupancy of the Common Areas in the Shopping Center by the Owner and its tenants, agents, contractors, employees, licensees, customers and invitees, or the occupants of its Parcel. Such policies shall name the other Owners as additional insureds and shall have limits of not less than Two Million Dollars (\$2,000,000.00) in Constant Dollars combined single limit per occurrence/aggregate, with such coverage to be on an "occurrence" rather than a "claims made" basis. Such policies shall provide for severability of interests and shall provide that any act or omission of one of the insureds or additional insureds that would void or otherwise reduce coverage shall not reduce or void the coverage as to the other insureds. Such insurance shall also include an endorsement providing for blanket contractual liability coverage, which coverage shall include the Owner's indemnity obligations as set forth in Section 5.01.

Section 5.03. General Insurance Provisions: Self-Insurance.

All insurance required hereunder shall be carried by a reputable insurance company or companies qualified to do business in the State of New Mexico with a financial rating equivalent of X or better and a policyholder's rating equivalent of A- or better in the latest edition of Best's Rating Guide on Property and Casualty Insurance Companies (or a comparable rating in any comparable and generally recognized national or international ratings guide) and such insurance shall provide that each insured and any additional insureds shall be given a minimum of ten (10) days' written notice prior to the cancellation, termination or alteration of the terms or limits of such coverage. Notwithstanding the foregoing, any Owner or party responsible to maintain any insurance required under this Agreement may "self insure" in whole or in part as to any such insurance if such Owner or party has a net worth in excess of One Hundred Million Dollars (\$100,000,000) in Constant Dollars as shown on its most recent audited financial statement (or if such Owner's or party's financial statements are consolidated with affiliated entities, then as certified by an officer thereof) and may provide for a deductible from the coverage related to the Parcel in a commercially reasonable amount subject to the foregoing self-insurance provisions. Such insurance may be carried under a "blanket" policy or policies covering other properties of the party and its subsidiaries, controlling or affiliated corporations so long as the amount and coverage required hereunder is not diminished. Each Owner shall, upon written request from another Owner, furnish to the party making such request certificates of insurance on ACORD Form 27 (or successor form) evidencing the

existence of the insurance required to be carried pursuant to this Section (or evidence of a self-insurance capacity as herein provided, as the case may be), and evidencing the designation of the appropriate parties as additional insureds.

ARTICLE VI - CASUALTY AND EMINENT DOMAIN

Section 6.01. Casualty.

If any of the buildings located on any Parcel is damaged or destroyed by fire or other cause (whether insured or not), the Owner of such building shall, subject to Governmental Requirements and/or insurance adjustment delays, immediately remove the debris resulting from such casualty and provide a sightly barrier, and within a reasonable time thereafter shall either: repair, restore, or rebuild the building(s) so damaged or destroyed such repair or restoration to be performed according to all provisions of this Declaration; or (ii) raze the damaged building(s), fill any excavation and perform any other work necessary to put such portion of the Shopping Center in a clean, sightly and safe condition. Such Owner shall have the option to choose which of the foregoing alternatives to perform, but such Owner shall be obligated to perform one (1) of such alternatives. Such Owner shall give notice to each other Owner within ninety (90) days from the date of such casualty of which alternative such Owner elects.

If any Common Area improvements are damaged or destroyed, the Owner of the Parcel to which such damage has occurred shall promptly repair, restore or rebuild the Common Area improvements to the extent necessary to restore the affected area to its previously improved condition and restore such other areas to the extent necessary to avoid interference with the remaining Common Areas of the Shopping Center and to comply with the required parking ratios set forth in Section 4.01(c) hereof.

Section 6.02. Casualty Insurance.

To assure performance of their respective obligations under Section 6.01, the Owners of the respective Parcels shall cause to be carried fire and extended coverage insurance on all buildings and improvements on their respective Parcels in the amount of the replacement cost of such improvements, exclusive of footings and foundations, and in amounts at least sufficient to avoid the effect of any co-insurance provisions of such policies, except if the Owner of the Parcel, or party responsible for any required restorations, is permitted to "self insure" pursuant to Section 5.03 hereof. Each of the Owners hereby waive any rights that any such Owner may have against the other Owner(s) on account of any loss or damage occurring to an Owner or its respective property, either real or personal, arising from any risk generally covered by fire and extended coverage insurance and from any risk covered by property insurance then in effect. In addition, the Owners for themselves and on behalf of their respective insurance companies waive any right of subrogation that any insurance company may have against the Owners. All such insurance shall otherwise conform to the provisions for insurance contained in Section 5.03.

Section 6.03. Eminent Domain.

If the whole or any part of the Shopping Center shall be taken by right of eminent domain or any similar authority of law (a "**Taking**"), the entire award for the value of the land and improvements so taken shall belong to the Owner of the Parcel (or the applicable portion thereof or right or interest therein) so taken or to such Owner's mortgagees or tenants, as their interest may appear, and no other Owner shall have a right to claim any portion of such award because of any interest created by this Declaration. Any Owner of a Parcel which is not the subject of a Taking may, however, file a collateral claim with the condemning authority over and above the value of the land being so taken to the extent of any damage suffered by such Owner resulting from the severance of the land or improvements so taken if such claim shall not operate to reduce the award allocable to the Parcel (or the applicable portion thereof or right or interest therein) subject to the Taking. In case of a partial Taking, the Owner of the portion of the Shopping Center so taken shall: (i) restore the improvements located on the Common Areas of the Owner's Parcel as nearly as possible to the condition existing prior to the partial Taking without contribution from any other Owner; and (ii) hold in trust for the benefit of the other Owners and apply so much of the award as is needed for such restoration until such restoration is completed.

ARTICLE VII - REMEDIES

Section 7.01. Self Help; Lien Rights.

(a) If any Owner defaults in performing an obligation of such Owner (such Owner being herein called a "Defaulting Owner"), which default affects the Owner of another Parcel or any occupant thereof (the "Affected Party"), then in addition to all other rights and remedies available to the Affected Party at law or in equity, after ten (10) days' prior written notice to the Defaulting Owner and any first Mortgagee or S/L Lessor (as defined below) (or in case of an emergency after such notice as is practical under the circumstances), the Affected Party shall have the right to perform such obligation on behalf of the Defaulting Owner. In such event, the Defaulting Owner shall reimburse the Affected Party an amount equal to the sum of all costs and expenses incurred by the Affected Party in performing the Defaulting Owner's obligation, together with interest thereon from the date of each outlay of such costs and expenses so incurred at a rate equal to the Interest Rate. The foregoing reimbursement shall be paid within ten (10) days following the date the Affected Party delivers to the Defaulting Owner a statement reflecting the amount then due hereunder, together with reasonable supporting documentation therefor.

(b) Any such claim for reimbursement, together with interest thereon as aforesaid, or any other amounts due from one Owner to the other, shall be secured by a lien on the Parcel and improvements thereon owned by the Defaulting Owner, which lien shall be: (i) effective upon the recording of a notice of lien thereof with the Recorder setting forth the amount of the unpaid indebtedness, the name of the Owner of the Parcel covered by such lien and a description of such Parcel; and (ii) binding upon such Parcel, the Owner thereof, and its successors and assigns. Such lien for non-payment shall attach from the date that such payment becomes delinquent as set forth in this Section 7.01 or as provided in any other applicable agreement, as the case may be, and may be enforced by all

available legal methods of collection including, but not limited to, the foreclosure of such lien by the Affected Party in like manner as a mortgage on real property, subsequent to the recording of the notice of lien as provided herein, or the Affected Party may institute suit against the Owner obligated to pay such charges and/or for the foreclosure of the aforesaid lien judicially; provided, however, that the lien shall be subordinate to any first mortgage or deed of trust affecting the Defaulting Owner's Parcel (a "First Mortgage") and to the interest of any party who has purchased such Parcel and leased it back to the preceding Owner ("S/L Lessor"), or its subsidiary or affiliate, on a net lease basis with the lessee assuming all obligations thereunder in what is commonly referred to as a "sale leaseback" transaction (a "S/L Lease"); and any purchaser of such Parcel at any foreclosure or trustee's sale under any such First Mortgage (as well as any grantee by deed in lieu of foreclosure or trustee's sale) or assignee of such S/L Lease shall take title subject only to liens thereafter accruing pursuant to this Section 7.01.

Section 7.02. Injunctive and Other Remedies.

If any Owner breaches any obligation of this Declaration, the other Owners shall be entitled to obtain an order specifically enforcing the performance of such obligation or an injunction prohibiting any such breach. The foregoing equitable remedies are hereby acknowledged by the Owners to be appropriate remedies due to the inadequacy of legal remedies and the irreparable harm which would be caused by any such breach. Any costs and expenses of any such proceeding, including attorneys' fees in a reasonable amount (together with interest at the Interest Rate), shall be paid by the Defaulting Owner to the applicable Affected Party that incurred such costs and expenses and, if not paid, shall entitle such Affected Party to the lien rights provided in Section 7.01 hereof against the Defaulting Owner's Parcel and the improvements thereon, or the interests therein, until such costs and expenses are paid in full.

Section 7.03. Nonwaiver.

No delay or omission of any Owner in the exercise of any right accruing upon any default of any other Owner shall impair such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by any Owner of a breach of, or a default in, any of the terms and conditions of this Declaration by any other Owner shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Declaration. Except as otherwise specifically provided in this Declaration: (i) no remedy provided in this Declaration shall be exclusive but each shall be cumulative with all other remedies provided in this Declaration; and (ii) all remedies at law or in equity shall be available. Notwithstanding anything herein to the contrary, none of the Owners shall be entitled to collect from any other Owner any consequential or speculative damages due to any breach of or default in the terms and conditions of this Declaration.

Section 7.04. Nonterminable Agreement.

No breach of the provisions of this Declaration shall entitle any Owner or party to cancel, rescind or otherwise terminate this Declaration, but such limitation shall not affect, in any manner, any other rights or remedies which any party may have hereunder because of any breach of the provisions of this Declaration. No breach of the provisions of this Declaration shall defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value covering any part of the Shopping Center and any improvements thereon.

Section 7.05. Force Majeure.

If any Owner or any other party shall be delayed or hindered in or prevented from performing any act required to be performed by such party because of Acts of God, strikes, lockouts, unavailability of materials, failure of power, prohibitive governmental laws or regulations, riots, insurrections, the act or failure to act of the other party, adverse weather conditions preventing the performance of work as certified to by an architect, war or other reason beyond such party's control, then the time for performance of such act shall be extended for a period equivalent to the period of such delay. Lack of adequate funds or financial inability to perform shall not be deemed to be a cause beyond the control of such party.

ARTICLE VIII - TERM

Section 8.01. Term.

This Declaration and the easements, rights, obligations and liabilities created hereby shall be perpetual to the extent permitted by law, and the easements contained herein which bind and benefit the Parcels shall be perpetual and shall run with the land, unless this Declaration is terminated by the consent of 2/3 of the Owners, determined by owners percentage of the acreage owned, pursuant to a written termination recorded in the real property records of Bernalillo County, New Mexico. If this perpetual term is held to violate any rule against perpetuities or similar rule or law, the term hereof shall be deemed to be valid only until 21 years after the death of all descendants -of the former President of the United States of America Barack Obama who are living on the date of this Declaration.

ARTICLE IX - EFFECT OF INSTRUMENT

Section 9.01. Mortgage Subordination.

Any mortgage or deed of trust affecting any portion of the Shopping Center Parcel recorded after the recordation of this Declaration shall at all times be subject and subordinate to the terms of this Declaration, except to the extent expressly otherwise provided herein. Any party foreclosing any such mortgage or deed of trust, or acquiring title by deed in lieu of foreclosure or trustee's sale shall acquire title subject to all of the terms and provisions of this Declaration, subject to Section 7.01 hereof. Each Owner

hereto represents and warrants to the other parties that there is no presently existing mortgage or deed of trust lien on its Parcel, other than mortgage or deed of trust liens that are (i) expressly subordinate to the lien of this Declaration or (ii) subject to a written, recorded agreement with the lender that in the event the lender or its successors and assigns acquires title to all or part of the Shopping Center the lender or its successors and assigns will acquire title subject to all of the terms and provisions of the Declaration.

Section 9.02. Binding Effect.

Every agreement, covenant, promise, undertaking, condition, easement, right, privilege, option and restriction made, granted or assumed, as the case may be, by either party to this Declaration is made by such party not only personally for the benefit of the other party hereto but also as Owner of a portion of the Shopping Center and shall constitute an equitable servitude on the portion of the Shopping Center owned by such party appurtenant to and for the benefit of the other portions of the Shopping Center. Any transferee of any part of the Shopping Center shall automatically be deemed, by acceptance of the title to any portion of the Shopping Center, to have assumed all obligations of this Declaration relating thereto to the extent of its interest in its Parcel and to have agreed with the then Owner or Owners of all other portions of the Shopping Center to execute all instruments and to do all things reasonably required to carry out the intention of this Declaration, and the transferor shall, upon the completion of such transfer and the recording of the Supplement, be relieved of all further liability under this Declaration except liability for matters that may have arisen during its period of ownership of the portion of the Shopping Center so conveyed that remain unsatisfied.

Section 9.03. Non-Dedication.

Nothing contained in this Declaration shall be deemed to be a gift or dedication of any portion of the Shopping Center to the general public or for any public use or purpose whatsoever, it being the intention of the parties hereto and their successors and assigns that nothing in this Declaration, expressed or implied, shall confer upon any person, other than the parties hereto and their successors and assigns, any rights or remedies under or because of this Declaration.

Section 9.04. Responsibility.

Notwithstanding anything to the contrary contained in this instrument, each Owner shall be liable and responsible for the obligations, covenants, agreements and responsibilities created by this Declaration and for any judgment rendered hereon only to the extent of its respective interest in the land and improvements on its respective Parcel.

Section 9.05. Estoppel Certificates.

Each Owner (the "**Responding Party**") shall at any time upon fifteen (15) days prior written notice from any other Owner (the "**Requesting Party**") execute, acknowledge and deliver to the Requesting Party a statement in writing (i) certifying that, to the Responding Party's knowledge, this Declaration is unmodified and in full force (or, if modified, stating the nature of

such modification and certifying that this Declaration, as so modified, is in full force), and (ii) acknowledging that there are not, to the Responding Party's knowledge, any uncured defaults on the part of the Requesting Party, or specifying such defaults if any are claimed; and (iii) responding to such other information pertaining to this Declaration as the Requesting Party may reasonably request. Any such statement may be conclusively relied upon by any prospective purchaser or mortgagee of the Requesting Party's Parcel or of the business of the Requesting Party. Failure to deliver such statement within such time may be declared by the Requesting Party to be a default of this Declaration or, at the option of the Requesting Party, be deemed to conclusively establish that this Declaration is in full force, unmodified except as provided in Requesting Party's initial notice and that Requesting Party is in full compliance with all of the terms of this Declaration.

Section 9.06. Lessees.

Owners shall be responsible for all acts and actions of their lessee(s). Lessees shall comply with this Declaration in the same manner as an owner, and any violation of same by the lessee shall be treated as a violation by the Owner.

ARTICLE X NOTICES

Section 10.01. Notices.

Any notice, report or demand required, permitted or desired to be given under this Declaration shall be in writing and shall be delivered by nationally recognized overnight courier with evidence of receipt to the parties at the addresses shown below or at such other address as the respective parties may from time to time designate by like notice. Delivery shall be deemed effective on the date of delivery as shown on the delivery ticket of the applicable courier evidencing receipt thereof. The initial addresses of the parties shall be:

If to Declarant:	Camel Rock Development, LLC Attn.: Jim Achen 11512 Beringer Ave NE Albuquerque, NM 87122 Telephone No. (505)358-0808 Email: jimachen@me.com
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ARTICLE XI - ENVIRONMENTAL COMPLIANCE

Section 11.01. Compliance and Indemnification.

(a) Each Owner of a Parcel agrees to (i) comply with all governmental laws, rules or regulations related to the use, storage, treatment, transportation, removal or disposal of Hazardous Materials (as defined below); (ii) notify the other Owners with a reasonable period (not to exceed thirty (30) days) after such Owner's acquiring knowledge of any Hazardous Materials Contamination (as defined below) with a full description thereof; and (iii) promptly, at such Owner's cost and expense (however, without waiving any

indemnification rights that such Owner may have under Section 11.01(b) below, if such indemnification provision applies in the particular circumstances for which such cost and expense is incurred), comply with any governmental laws, rules or regulations requiring the removal, treatment or disposal of such Hazardous Materials or Hazardous Materials Contamination and provide the other Owner with satisfactory evidence of such compliance.

(b) Each Owner shall defend, indemnify and hold harmless the other Owners from and against all liabilities (including strict liability), suits, actions, claims, demands, penalties, damages (including, without limitation, interest, penalties, fines and monetary sanctions), losses, costs or expenses (including, without limitation, consultants' fees, investigation and laboratory fees, reasonable attorneys' fees and remedial costs) the foregoing are hereinafter collectively referred to as "Liabilities") which may now or in the future be incurred or suffered by the other Owner because of, resulting from, for, or arising in any manner whatsoever out of the breach of any covenant of an Owner contained in or referred to in this Section 11.01 or which may be asserted as a direct or indirect result of the presence on or under, or escape, seepage, leakage, spillage, discharge, emission or release from the Owner's Parcel of any Hazardous Materials or any Hazardous Materials Contamination or arise out of or result from the environmental condition of the indemnifying Owner's Parcel (which is not caused by the other Owner), whether or not occasioned wholly or in part by any condition, accident or event caused by any act or omission of the indemnifying Owner or its Permittees.

Section 11.02. Hazardous Materials.

The term "Hazardous Materials" shall mean (a) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 *et seq.*), as amended from time to time, and regulations promulgated thereunder; (b) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 9601 *et seq.*), as amended from time to time, and regulations promulgated thereunder; (c) asbestos or asbestos containing material; (d) polychlorinated biphenyls; (e) any substance, the presence of which on the Parcel is prohibited by any governmental law, rule or regulation; (f) any petroleum-based products stored or used other than in compliance with governmental laws, rules or regulations; (g) underground storage tanks; and (h) any other substance which by any governmental law, rule or regulation requires special handling in its collection, storage, treatment or disposal.

Section 11.03. Hazardous Materials Contamination.

The term "Hazardous Materials Contamination" shall mean the contamination (whether presently existing or hereafter occurring) of the Parcel's facilities, soil, ground water, air or other elements on or of the Parcel by Hazardous Materials, or the contamination of the buildings, facilities, soil, ground water, air or other elements on or of any other real property as a result of Hazardous Materials at any time (whether before or after the date of this Declaration) emanating from the Parcel.

ARTICLE XII –PROHIBITED USES

Section 12.01. Prohibited Uses. The uses and purposes listed on Exhibit "D" of this Declaration ("Prohibited Uses") are prohibited. No part of the Shopping Center will be used for any of the Prohibited Uses.

ARTICLE XIII - MISCELLANEOUS

Section 13.01. Miscellaneous.

(a) If any provision of this Declaration, or portion thereof, or the application thereof to any person or circumstances, shall, to any extent be held invalid, inoperative or unenforceable, the remainder of this Declaration, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Declaration; and each provision of this Declaration shall be valid and enforceable to the fullest extent permitted by law.

(b) This Declaration shall be construed according to the laws of the State of New Mexico.

(c) The Article headings in this Declaration are for convenience only, shall in no way define or limit the scope or content of this Declaration, and shall not be considered in any construction or interpretation of this Declaration or any part hereof.

(d) Nothing in this Declaration shall be construed to make the parties hereto partners or joint venturers or render either of the parties liable for the debts or obligations of the other.

(e) This Declaration shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

(f) Declarant, for so long as it is the Owner of a part of the Shopping Center, shall have the right to amend or modify this Declaration unilaterally, so long as no other Owner's rights are materially, adversely affected, or if an Owner's rights are so affected, then with the consent of such Owner, which consent will not be unreasonably withheld, conditioned, or delayed. This Declaration may also be amended, modified, or terminated at any time by a declaration in writing, executed and acknowledged after first obtaining a two-thirds majority vote of all the then current Owners; this Declaration shall not be otherwise amended or modified during the term hereof.

The liability of any first mortgagee, trustee or purchaser at a foreclosure sale and the liability of their successors (collectively, "**Mortgagee**") shall exist only while the Mortgagee, is the owner of the Parcel and the Mortgagee shall be released from any further liability upon its transfer of ownership. The Mortgagee shall not have any personal liability whatsoever for the acts of an Owner before the Mortgagee acquired the Parcel.

(g) Successor Declarant.

(i) At the time that the Declarant is no longer an Owner of any part of the Shopping Center, the Declarant may appoint and designate any Owner ("**Successor Declarant**") to have all approval and other rights that the Declarant has "as Declarant" (as opposed to "as Owner") under this Declaration, except as provided in subsection 13.01(h)(ii) below. If the Declarant does not make any such appointment and designation, the Successor Declarant will be deemed to be the Owner who then owns the largest Parcel acquired from Declarant (i.e. the largest single Parcel owned by any one Owner after the final conveyance by which the Declarant is no longer an Owner), except as provided in subsection 13.01(h)(ii) below.

(ii) If the mortgages identified on the Mortgagee's Consent attached to this Declaration are foreclosed or the Shopping Center or portion thereof then owned by Declarant is conveyed by a deed in lieu of foreclosure or other conveyance in lieu of foreclosure of the mortgages identified in on the Mortgagee's Consent attached to this Declaration, the person or entity who takes title to the Shopping Center or portion thereof then owned by Declarant through the foreclosure of the mortgages identified on the Mortgagee's Consent attached this Declaration or by deed in lieu or other conveyance in lieu of foreclosure of the mortgages identified on the Mortgagee's Consent shall be the Successor Declarant, and Declarant shall have no right to appoint or designate the Successor Declarant.

(iii) At the time that a Successor Declarant is no longer an Owner of any part of the Shopping Center, the Successor Declarant may appoint and designate any Owner as the next Successor Declarant to have all approval and other rights that the Successor Declarant has "as Declarant" (as opposed to "as Owner") under this Declaration. If the Successor Declarant does not make any such appointment and designation, the next Successor Declarant will be deemed to be the Owner who then owns the largest Parcel acquired from Declarant (i.e. the largest single Parcel owned by any one Owner after the final conveyance by which the Declarant is no longer an Owner).

(h) Waivers. If an Owner waives (directly or indirectly) any right or remedy that such Owner has available to it under this Declaration, such waiver will not be construed as a waiver of any subsequent right or remedy of such Owner, regardless of whether (1) such right or remedy is for the same or a different occasion for which the initial waiver was made; and (2) such right or remedy is available under this Declaration, at law or in equity.

IN WITNESS WHEREOF, the Declarant has executed this Declaration as of the day and year first above written.

CAMEL BACK DEVELOPMENT, LLC, a New Mexico limited Liability Company

By: Jim Achen
Jim Achen, Managing Member

STATE OF NEW MEXICO)
)
COUNTY OF BERNALILLO)

The foregoing instrument was acknowledged before me on October 31, 2017, by Jim Achen, Managing Member of Camel Back Development, LLC, a New Mexico limited liability company.

Phillip A. Scott
Notary Public

My Commission Expires:
7/13/2019

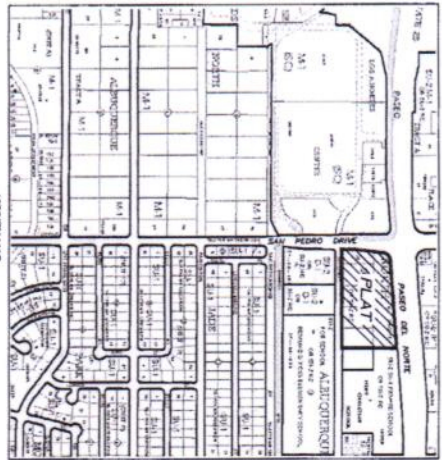


OFFICIAL SEAL
Phillip A. Scott
NOTARY PUBLIC - STATE OF NEW MEXICO
My Commission Expires: 7/13/2019

EXHIBIT "A"

Lots 1 thru 5, Paseo Marketplace, as the same are shown and designated on the Plat of
Lots 1 thru 5, Paseo Marketplace, recorded in the Bernalillo County, New Mexico real
estate records on ~~October~~ ^{November} 1, 2017, as Book 2017C, Page 10F4, as Document
No.2017-C. P. ORO

Doc# 2017105097



THE ASSUREMENTS CERTIFICATION

This is to certify that tokens are current and valid on the following

Bernillo County Treasurer	Date
---------------------------	------

PUBLIC UTILITY EASEMENTS

PUBLIC UTILITIES shown in this plot are grouped for the common and joint use of:

- [illegible]

PURPOSE OF PLAT:

The purpose of this plot is to

1. Divide six (6) existing lots into five (5) new lots on shown horizon.
2. Grant the New Public and Private Elements of shown horizon.
3. Dedicate the additional public street right of way as shown herein.
4. Show the Public and Private Elements of VACATED HWY 17000-2500A.
5. Show the existing Public street right of way which was previously conveyed to the City of Albuquerque by Authority Deed as noted on sheet 3.

SURVEYORS CERTIFICATION

[illegible]

FLAT OF
LOTS 1 THRU 5

(BEING A REPLAT OF LOTS 5-A; 28 THRU 31 AND EAST PORTION OF LOT 32, BLOCK 11, TRACT A, UNIT A, NORTH ALBUQUERQUE ACRES)

THE ELENA CALLEGOS GRANT

10

PROJECTED SECTION 13
TOWNSHIP 11 NORTH, RANGE 3 EAST
NEW MEXICO PRINCIPAL MERIDIAN
CITY OF ALBUQUERQUE
BERNALILLO COUNTY, NEW MEXICO

FEBRUARY, 2017

PROJECT NUMBER

PLAT APPROVAL

UTILITY APPROVALS

Public Service Company of New Mexico	Date
New Mexico Gas Company	Date
Great Corporation d/b/a Continental Oil	Date
Continental	Date

CITY APPROVALS

City Manager Department of Municipal Development		Date
Real Property Division	Date	
Environmental Health Department	Date	
Traffic Engineering, Transportation Division	Date	
ARCATA	Date	
Public and Recreation Department	Date	
ARCATA	Date	
City Engineer	Date	
ARCATA (Engineering, Planning Department)	Date	

[illegible]

DISCOVERING at the Newberry point of tangency on the North line of road 5-A (to 5/8" factor and now stamped U.S. 100-4327) and placed road corner now being a point of tangency on the Southern right of way line of Foyers and North advance the Discovering Survey Control Monument. N.E.A.V.N. 1891 11 29-1
E. 4813 14 feet distance. Thereon,

[illegible]

N. 25° 15' 56" W. 750.839 feet to the Southeast corner of North
central portion of Lot 12, Block 71, Tract A, Unit A, North
Arlington Acres conveyed to the City of Albuquerque by Specialties by
Arlington Tract filed in the office of the County Clerk of Bernalillo
County, New Mexico on March 22, 1956 in Book 58-4, Page 20021
and the books on Conveyance Number 380323621 (a 5/8" tract found in piece)
thereof.

N. 49°34'10" W, 44.34 feet to the Southwest corner of road lot 32, Block 11, tract A, North Abniquette Acres, Thermo.

more covered by the City of Albuquerque by Special Assessment No. 70-289. The parcel was sold pursuant to the deed as Document Number 90-03883, said point being the Southwest corner of said Lot 3-A and a point on the Eastern right of way line of San Pedro Drive N.E.; Thence Northeastly along said Eastern right of way line of San Pedro Drive N.E. for the following two (2) courses:

Northeasterly. 32.11 feet on the arc of a curve to the right (road curve having a radius of 610.00 feet, a central angle of $78^{\circ}42'$, and a chord which bears N $46^{\circ}52'41$ E, 75.85 feet) to the point of beginning of the flared kerb shoulder.

LET'S TALK AND EXCEPTING MATRIMONY

in progress for the Madison County, Alabama, and the City of Abbeville, South Carolina, comprising that certain parcel of land conveyed to the City of Abbeville, South Carolina, by Special Warranty Deed filed in the office of the County Clerk of Abbeville County, New Mexico on March 22, 1998 in Book 96-6, Page 5007 in Document Number 96012833.

Send acceptance paper on Feb. 15, 1986, seven, more or less.
Total remaining print contains 6,752 sheets, more or less.

[illegible]

OWNERS)
LOTS 5-A AND LOTS 29 1940V 32

Chadwick
Mexico and Peru S.A. de C.V.
New Mexico Limited Liability Corporation

1000

ACKNOWLEDGMENT
STATE OF NEW MEXICO
COUNTY OF BERNALILLO SS

of _____ 2017, as
Managing Member of Corner Rock Ltd.

History *Public*

FREE CONSENT

The report shown herein is with the details of the individualized to the person which comprises a portion North Abington Acres previously Special Marrow's Dead Field in the County, New Mexico on March 31, 1961. Document Number 94032851. 5411

CITY OF ALBUQUERQUE

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me on _____ day of _____, 2017, by _____, City of Albuquerque, a New

History Public My

PLAT OF
LOTS 1 THRU 5
PASCO MARKETPLACE
(BEING A REPLAT OF LOTS 5-A, 28 THRU 31 AND EAST PORTION OF
LOT 32, BLOCK 11, TRACT A, UNIT A, NORTH ALBUQUERQUE ADDRESSES)
SITUA TE WITHIN
THE ELENA CALLEGOS GRANT

PROJECTED SECTION IS
TOWNSHIP #1 NORTH, RANGE 3 EAST
NEW MEXICO PRINCIPAL MERIDIAN
CITY OF ALBUQUERQUE
BERNALILLO COUNTY, NEW MEXICO
FEBRUARY, 2017

DOCUMENTS USED IN THE PREPARATION OF THIS SURVEY

[illegible]

SECTION 14-14-4-7 PROHIBITION ON PRIVATE RESTRICTIONS

ON THE INSTALLATION OF SOLAR COLLECTIONS:

"No property within the zone of this shall show or at any time be subject to a deed restriction, covenant, or binding agreement prohibiting collection of solar energy from being installed on buildings or erected on the lots as the lots are depicted within the zone of proposed plat. The foregoing restrictions shall be a condition to approval of this plat."

ALCOOL ZONE DIFFERENTIATION

The subject property (as shown herein) appears to be within "Zone A" (delineated to be outside 0.225 annual average floodway), with a 1% Annual Chance Flood Discharge contained in Flood Level 1. The subject property is located within the Flood Level 1 area of the 1% Annual Chance Flood Discharge. The subject property is located within the Flood Level 1 area of the 1% Annual Chance Flood Discharge. The subject property is located within the Flood Level 1 area of the 1% Annual Chance Flood Discharge.

PLAT OF
LOTS 1 THRU 5
PASEO MARKETPLACE
 (BEING A REPLAT OF LOTS 5-A, 28 THRU 31 AND EAST PORTION OF
 LOT 32, BLOCK 11, TRACT A, UNIT A, NORTH ALBUQUERQUE ACRES)
 SITUATE WITHIN
THE ELENA GALLEGOS GRANT
 IN
 PROJECTED SECTION 19
 TOWNSHIP 11 NORTH RANGE 3 EAST
 NEW MEXICO PRINCIPAL MERIDIAN
 CITY OF ALBUQUERQUE
 BERNILLO COUNTY, NEW MEXICO
 FEBRUARY, 2017

CURVE TABLE

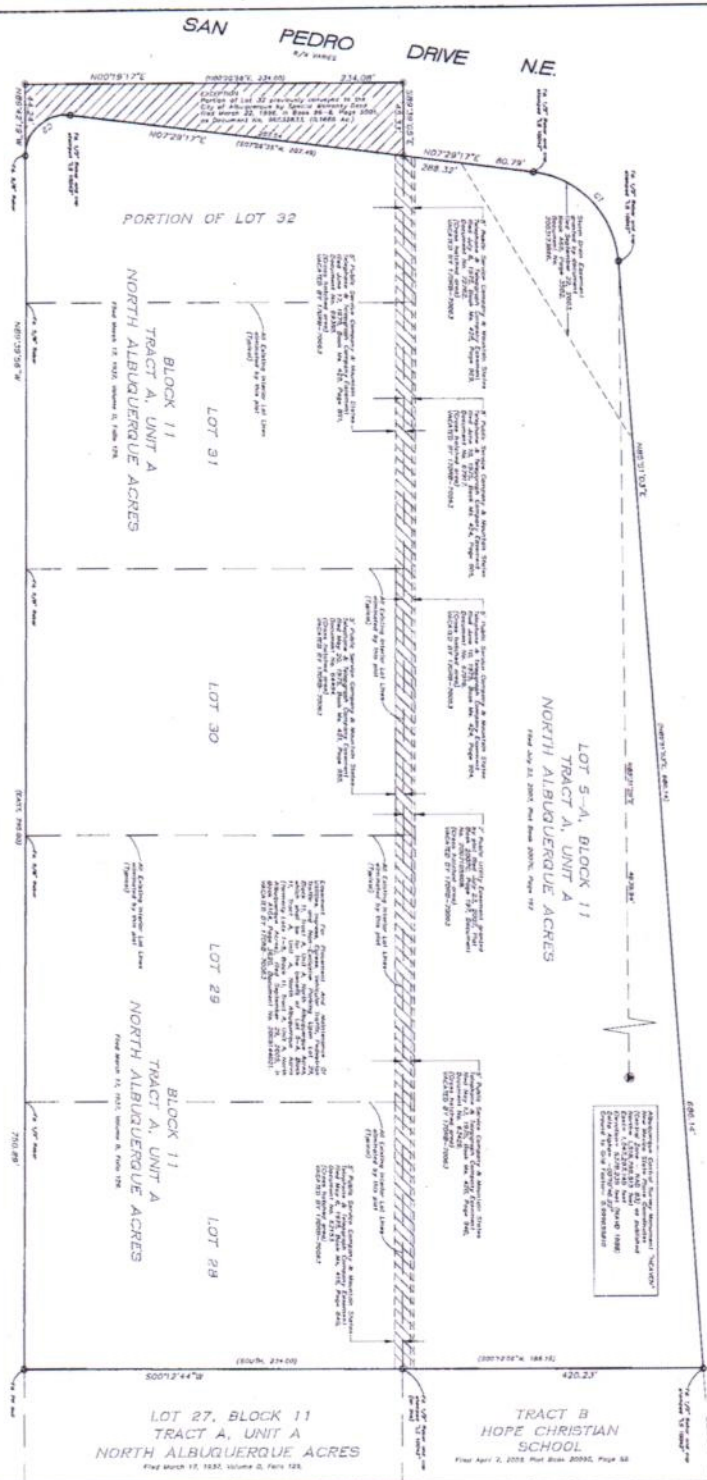
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CD	90.00°	48.00'	75.00'	S 84.00° E	36.00'
CD	90.00°	48.00'	75.00'	S 84.00° E	36.00'
CD	90.00°	48.00'	75.00'	S 84.00° E	36.00'
CD	90.00°	48.00'	75.00'	S 84.00° E	36.00'



PASEO DEL NORTE NE

LOT 5-A, BLOCK 11
 TRACT A, UNIT A
 NORTH ALBUQUERQUE ACRES

TRACT B
 HOPE CHRISTIAN
 SCHOOL



170018.DWG

PALOMAS AVENUE NE

SURVOTEK, INC.
 CONSULTING ENGINEERS
 1000 West 10th Street, Suite 100, Albuquerque, New Mexico 87102
 Phone: 505-261-1000
 Fax: 505-261-1001
 Email: info@survotek.com

SHEET 3 OF 4

THE ELENA GALLEGOS GRANT
SITUAITE, BETWEEN
IN
PROJECTED SECTION IS
TOWNSHIP 11 NORTH, RANGE 3 EAST
NEW MEXICO PRINCIPAL MERIDIAN
CITY OF ALBUQUERQUE
BERNALILLO COUNTY, NEW MEXICO
FEBRUARY, 2013

CURVE LENGTH	MODULUS	DRIFT	RAISING	SL. TA.
C1	62.11	60.96	78.55	28.24.10
C2	62.42	25.50	71.50	27.34.16
C3	62.04	14.17	6.47	74.43.49
C4	62.04	104.47	21.55	11.22.42
C5	56.78	35.00	11.81	34.03.50.7
				38.35.47

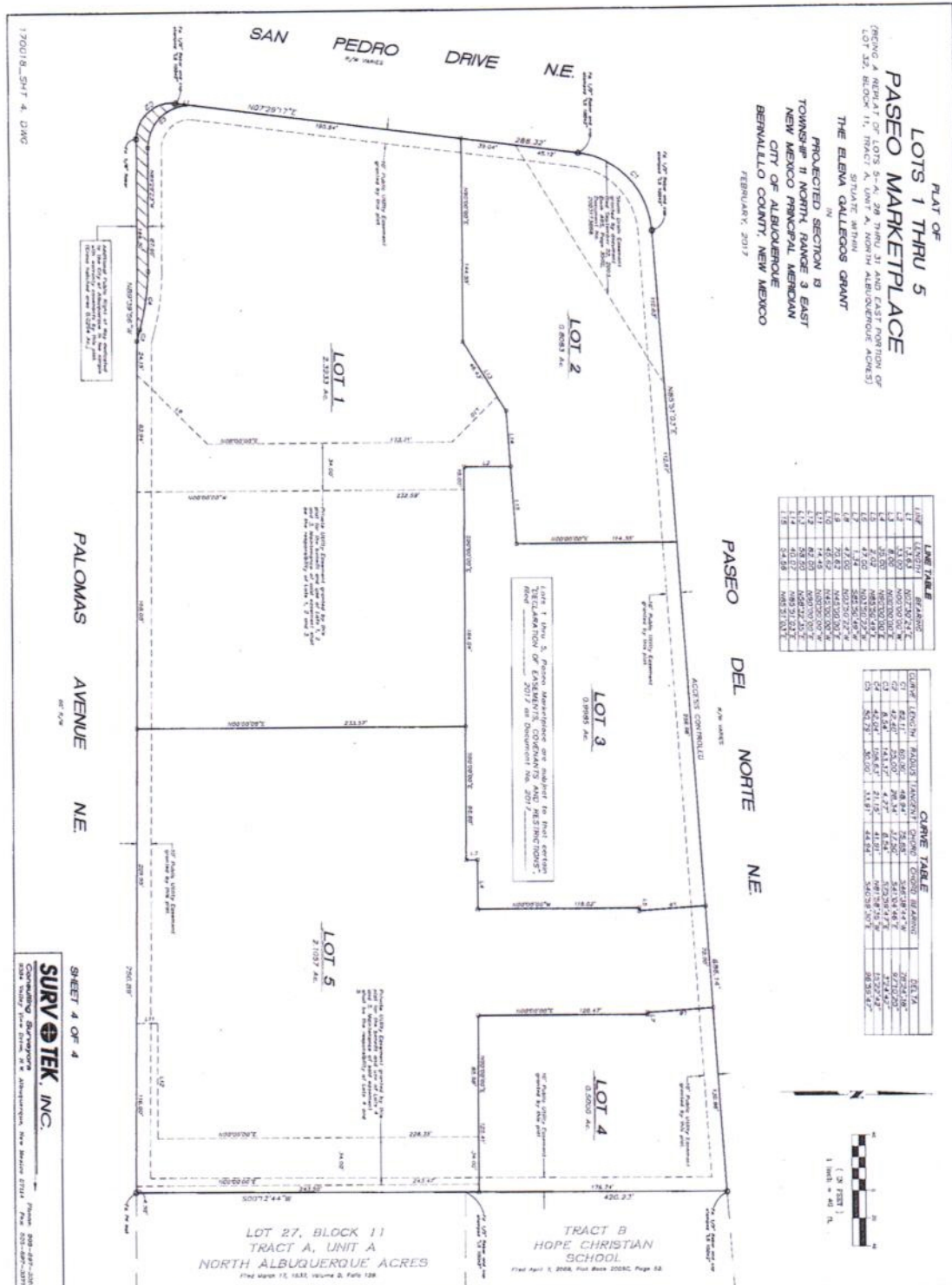


EXHIBIT "B"
Site Plan
(To be Added)

EXHIBIT "C"
Design Criteria
(To be Added)

EXHIBIT "E"
Prohibitive Uses
(To be Added)

H:\Achen\Paseo Property\ECR\DECLARATION OF RESTRICTIONS AND EASEMENTS Final.docx