PUBLIC WORKS/HYDROLOGY

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F17/D14B.1

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City of Albuquerque
P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

June 19, 1991

Tom Mann, P.E.
The Mann Company, Inc.
811 Dallas Street, NE
Albuquerque, New Mexico 87110

RE: ENGINEER'S CERTIFICATION FOR JEFFERSON OFFICE PLAZA
PHASE II (F-17/D14B1) ENGINEER'S STAMP DATED JUNE 13, 1991

Dear Mr. Mann:

Based on the information provided on your submittal of June 14, 1991, Certification for the referenced site is not acceptable at this time for the following reasons.

1. Inlet that is shown on your submittal (far northwest corner of property) is not an inlet but just an open hole with rebar sticking out above ground.

2. Main concern is the access between Lot 2A2 and the adjacent lot to the south. Your as-built information indicates a swale to allow offsite flows to be accepted. A field investigation indicates that there might not even exist the minimum 1/2% slope to drain the offsite flows.

I am unable to accept your Certification at this time until the above concerns have been addressed.

If I can be of further assistance, please feel free to call me at 768-2650.

Cordially,

Bernie J. Montoya

Bernie J. Montoya, C.E.
Engineering Assistant

BJM/bsj
(WP+2394)

PUBLIC WORKS DEPARTMENT

Walter H. Nickerson, Jr., P.E.
Assistant Director Public Works

ENGINEERING GROUP

Telephone (505) 768-2500

AN EQUAL OPPORTUNITY EMPLOYER

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DRAINAGE INFORMATION SHEET

PROJECT TITLE: Jefferson Office Plaza ZONE ATLAS/DRNG. FILE #: F-17/D14 B1

DRB #: _____ EPC #: _____ WORK ORDER #: _____

LEGAL DESCRIPTION: Lot 2A2 Jefferson Office Plaza

CITY ADDRESS: 4600 Jefferson NE

ENGINEERING FIRM: The Mann Company Inc CONTACT: Tom Mann

ADDRESS: 5312 Noreen NE PHONE: 883-7700

OWNER: ~~Unknown~~ WIMS-MESA LTD. PARTNERSHIP CONTACT: _____

ADDRESS: _____ PHONE: _____

ARCHITECT: Claudio Vigil CONTACT: Claudio Vigil

ADDRESS: 825 Pennsylvania NE PHONE: 265-3000

SURVEYOR: The Mann Company Inc. CONTACT: _____

ADDRESS: _____ PHONE: _____

CONTRACTOR: ~~Unknown~~ AMITY INVESTMENTS CONTACT: _____

ADDRESS: _____ PHONE: _____

RECEIVED
JUN 14 1991
HYDROLOGY DIVISION

TYPE OF SUBMITTAL:

____ DRAINAGE REPORT
____ DRAINAGE PLAN
____ CONCEPTUAL GRADING & DRAINAGE PLAN
____ GRADING PLAN
____ EROSION CONTROL PLAN
X ENGINEER'S CERTIFICATION
____ OTHER _____

PRE-DESIGN MEETING:

____ YES
____ NO
____ COPY PROVIDED

CHECK TYPE OF APPROVAL SOUGHT:

____ SKETCH PLAT APPROVAL
____ PRELIMINARY PLAT APPROVAL
____ S. DEV. PLAN FOR SUB'D. APPROVAL
____ S. DEV. PLAN FOR BLDG. PERMIT APPROVAL
____ SECTOR PLAN APPROVAL
____ FINAL PLAT APPROVAL
____ FOUNDATION PERMIT APPROVAL
____ BUILDING PERMIT APPROVAL
X CERTIFICATE OF OCCUPANCY APPROVAL
____ GRADING PERMIT APPROVAL
____ PAVING PERMIT APPROVAL
____ S.A.D. DRAINAGE REPORT
____ DRAINAGE REQUIREMENTS
____ OTHER _____ (SPECIFY)

DATE SUBMITTED: 6/14/91

BY: Tom Mann

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FILE COPY

City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

February 20, 1991

Tom Mann, P.E.
The Mann Company, Inc.
811 Dallas Street, NE
Albuquerque, New Mexico 87110

RE: DRAINAGE PLAN FOR LOT 2-A-2, JEFFERSON OFFICE PLAZA, (F-17/D14B1), ENGINEER'S STAMP DATED JANUARY 4, 1991

Dear Mr. Mann:

Based on the Blanket Drainage Easement for Lot 2-A-1, received February 14, 1991, the plan is approved for Building Permit release.

Please be advised that prior to Certificate of Occupancy release, an approved Engineer's Certification per the D.P.M. checklist must be submitted.

If you should have any questions, please do not hesitate to call me at 768-2650.

Cordially,

Gilbert Aldaz, P.E. & L.S.
Civil Engineer/Hydrology

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wp+2394

PUBLIC WORKS DEPARTMENT

Walter H. Nickerson, Jr., P.E.
Assistant Director Public Works

ENGINEERING GROUP

Telephone (505) 768-2500

AN EQUAL OPPORTUNITY EMPLOYER

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DRAINAGE INFORMATION SHEET

PROJECT TITLE: Jefferson Office Plaza ZONE ATLAS/DRNG. FILE #: F-12/D14 B1

DRB #: _____ EPC #: _____ WORK ORDER #: _____

LEGAL DESCRIPTION: Lot 2A2 Jefferson office Plaza

CITY ADDRESS: 4600 Jefferson NE

ENGINEERING FIRM: The Mann Company Inc. CONTACT: Tom Mann

ADDRESS: 811 Dallas NE PHONE: 266-3555

OWNER: Unk CONTACT: _____

ADDRESS: _____ PHONE: _____

ARCHITECT: Claudio Vigil CONTACT: Claudio Vigil

ADDRESS: 825 Pennsylvania NE PHONE: 265-3000

SURVEYOR: The Mann Company CONTACT: _____

ADDRESS: _____ PHONE: _____

CONTRACTOR: Unknown CONTACT: _____

ADDRESS: _____ PHONE: _____

TYPE OF SUBMITTAL:

- ___ DRAINAGE REPORT
- X DRAINAGE PLAN
- ___ CONCEPTUAL GRADING & DRAINAGE PLAN
- X GRADING PLAN
- ___ EROSION CONTROL PLAN
- ___ ENGINEER'S CERTIFICATION
- ___ OTHER _____

PRE-DESIGN MEETING:

- ___ YES
- X NO
- ___ COPY PROVIDED

RECEIVED
FEB 14 1991
HYDROLOGY DIVISION

CHECK TYPE OF APPROVAL SOUGHT:

- ___ SKETCH PLAT APPROVAL
- ___ PRELIMINARY PLAT APPROVAL
- ___ S. DEV. PLAN FOR SUB'D. APPROVAL
- ___ S. DEV. PLAN FOR BLDG. PERMIT APPROVAL
- ___ SECTOR PLAN APPROVAL
- ___ FINAL PLAT APPROVAL
- ___ FOUNDATION PERMIT APPROVAL
- X BUILDING PERMIT APPROVAL
- ___ CERTIFICATE OF OCCUPANCY APPROVAL
- ___ GRADING PERMIT APPROVAL
- ___ PAVING PERMIT APPROVAL
- ___ S.A.D. DRAINAGE REPORT
- ___ DRAINAGE REQUIREMENTS
- ___ OTHER _____ (SPECIFY)

DATE SUBMITTED: 1/7/91 2/12/91

BY: Tom Mann

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FILE COPY

City of Albuquerque
P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

January 16, 1991

Tom Mann, P.E.
The Mann Company Inc.
811 Dallas Street, NE
Albuquerque, New Mexico 87110

RE: DRAINAGE PLAN FOR LOT 2-A-2, JEFFERSON OFFICE PLAZA, (F-17/D14B1), ENGINEER'S STAMP DATED JANUARY 4, 1991

Dear Mr. Mann:

Based on the information provided on the referenced submittal received January 7, 1991, the only pending issue prior to Building Permit release is the following:

* Blanket Drainage Easements must be executed across Lot 2-A-1, Lot 1-A-1, and Tract A-1-A, prior to Building Permit release.

If you should have any questions, please do not hesitate to call me at 768-2650.

Cordially,

Gilbert Aldaz, P.E. & L.S.
Civil Engineer/Hydrology

GA
wp+2394

PUBLIC WORKS DEPARTMENT

Walter H. Nickerson, Jr., P.E.
Assistant Director Public Works

ENGINEERING GROUP

Telephone (505) 768-2500

AN EQUAL OPPORTUNITY EMPLOYER

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THE MANN COMPANY, INC.
811 DALLAS STREET N.E.
ALBUQUERQUE, NEW MEXICO 87110
(505) 266-3555

RECEIVED
JAN 7 1991
HYDROLOGY DIVISION

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1/7/90

Gilbert -

The owner is preparing the blanket easement that you requested. He will deliver it Monday or Tuesday.

Contours have been added to better define a pond. The pond bottom is below the outlet, therefore, there will be sediment control.

Flows in the pond will flow into the inlet as the water level increases.

If you have any further questions, do not hesitate to call.

Thank you.

Tom

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DRAINAGE INFORMATION SHEET

PROJECT TITLE: Jefferson Office Plaza ZONE ATLAS/DRNG. FILE #: F-17/D14 B1

DRB #: _____ EPC #: _____ WORK ORDER #: _____

LEGAL DESCRIPTION: Lot 2A2 Jefferson Office Plaza

CITY ADDRESS: 4600 Jefferson NE

ENGINEERING FIRM: The Mann Company Inc CONTACT: Tom Mann

ADDRESS: 811 Dallas NE PHONE: 266-3555

OWNER: Unk CONTACT: _____

ADDRESS: _____ PHONE: _____

ARCHITECT: Claudio Vigil CONTACT: Claudio Vigil

ADDRESS: 825 Pennsylvania NE PHONE: 265-3000

SURVEYOR: The Mann Company CONTACT: _____

ADDRESS: _____ PHONE: _____

CONTRACTOR: Unknown CONTACT: _____

ADDRESS: _____ PHONE: _____

TYPE OF SUBMITTAL:

- ____ DRAINAGE REPORT
- X DRAINAGE PLAN
- ____ CONCEPTUAL GRADING & DRAINAGE PLAN
- X GRADING PLAN
- ____ EROSION CONTROL PLAN
- ____ ENGINEER'S CERTIFICATION
- ____ OTHER _____

PRE-DESIGN MEETING:

- ____ YES
- X NO
- ____ COPY PROVIDED

CHECK TYPE OF APPROVAL SOUGHT:

- ____ SKETCH PLAT APPROVAL
- ____ PRELIMINARY PLAT APPROVAL
- ____ S. DEV. PLAN FOR SUB'D. APPROVAL
- ____ S. DEV. PLAN FOR BLDG. PERMIT APPROVAL
- ____ SECTOR PLAN APPROVAL
- ____ FINAL PLAT APPROVAL
- ____ FOUNDATION PERMIT APPROVAL
- X BUILDING PERMIT APPROVAL
- ____ CERTIFICATE OF OCCUPANCY APPROVAL
- ____ GRADING PERMIT APPROVAL
- ____ PAVING PERMIT APPROVAL
- ____ S.A.D. DRAINAGE REPORT
- ____ DRAINAGE REQUIREMENTS
- ____ OTHER _____ (SPECIFY)

RECEIVED JAN 7 1991 HYDROLOGY DIVISION

DATE SUBMITTED: _____

BY: Tom Mann

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City of Albuquerque
P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

December 28, 1990

Tom Mann, P.E.
The Mann Company Inc.
811 Dallas NE
Albuquerque, New Mexico 87110

RE: DRAINAGE PLAN FOR LOT 2-A-2, JEFFERSON OFFICE PLAZA, ENGINEER'S STAMP DATED DECEMBER 10, 1990 (F-17/D14B1)

Dear Mr. Mann:

Based on the information provided on the referenced submittal received December 11, 1990, the plan is approved for Site Development Plan.

Please be advised the following concerns must be addressed prior to building permit approval and release:

1. Blanket drainage easements must be executed across lot 2-A-1, lot 1-A-1, and tract A-1-A, prior to Building Permit release.

2. How are you proposing to control sediment runoff into the existing inlet, from the unlined earthen swale?

3. How are you proposing to force the flows from the earthen swale into the inlet?

If you should have any questions, please don't hesitate to call me at 768-2650.

Cordially,

Gilbert Aldaz, P.E. & L.S.
Civil Engineer/Hydrology

wp+2394

PUBLIC WORKS DEPARTMENT

Walter H. Nickerson, Jr., P.E.
Assistant Director Public Works

ENGINEERING GROUP

Telephone (505) 768-2500

AN EQUAL OPPORTUNITY EMPLOYER

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DRAINAGE INFORMATION SHEET

PROJECT TITLE: Jefferson Office Plaza ZONE ATLAS/DRNG. FILE #: F-17/D 14B1

DRB #: _____ EPC #: _____ WORK ORDER #: _____

LEGAL DESCRIPTION: Lot 242 Jefferson Office Plaza

CITY ADDRESS: 4600 Jefferson NE

ENGINEERING FIRM: The Mann Company Inc CONTACT: Tom Mann

ADDRESS: 811 Dallas NE PHONE: 266-3555

OWNER: Unknown CONTACT: _____

ADDRESS: _____ PHONE: _____

ARCHITECT: Claudio Vigil CONTACT: Jim Rogers

ADDRESS: 825 Pennsylvania NE PHONE: 265 3000

SURVEYOR: Grioner CONTACT: John Block

ADDRESS: _____ PHONE: 345-3999

CONTRACTOR: Unknown CONTACT: _____

ADDRESS: _____ PHONE: _____

TYPE OF SUBMITTAL:

- ____ DRAINAGE REPORT
- X DRAINAGE PLAN
- ____ CONCEPTUAL GRADING & DRAINAGE PLAN
- X GRADING PLAN
- ____ EROSION CONTROL PLAN
- ____ ENGINEER'S CERTIFICATION
- ____ OTHER _____

PRE-DESIGN MEETING:

- X YES
- ____ NO
- ____ COPY PROVIDED

CHECK TYPE OF APPROVAL SOUGHT:

- ____ SKETCH PLAT APPROVAL
- ____ PRELIMINARY PLAT APPROVAL
- ____ S. DEV. PLAN FOR SUB'D. APPROVAL
- X S. DEV. PLAN FOR BLDG. PERMIT APPROVAL
- ____ SECTOR PLAN APPROVAL
- ____ FINAL PLAT APPROVAL
- ____ FOUNDATION PERMIT APPROVAL
- X BUILDING PERMIT APPROVAL
- ____ CERTIFICATE OF OCCUPANCY APPROVAL
- ____ GRADING PERMIT APPROVAL
- ____ PAVING PERMIT APPROVAL
- ____ S.A.D. DRAINAGE REPORT
- ____ DRAINAGE REQUIREMENTS
- ____ OTHER _____ (SPECIFY)

RECEIVED DEC 11 1990 HYDROLOGY DIVISION

DATE SUBMITTED: 12/11/90

BY: Tom Mann

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RECEIVED
FEB 14 1991
HYDROLOGY DIVISION

FIRST AMENDED DECLARATION OF RESTRICTIVE COVENANTS FOR THE JEFFERSON OFFICE PLAZA

THIS DECLARATION, made this 4th day of February, 1991 by JEFFERSON PLAZA ASSOCIATES, LTD., a New Mexico Limited Partnership, hereinafter referred to as *"Declarant"*.

WITNESSETH:

WHEREAS, Declarant is the Owner of certain real estate in the County of Bernalillo, State of New Mexico, said real estate being more particularly described on Schedule A which is attached hereto and incorporated by reference herein. The real estate described on Schedule A and all Buildings and Improvements placed thereon are hereinafter collectively referred to as the *"Property"*;

WHEREAS, Declarant has filed for record a certain Declaration of Restrictive Covenants (the *"First Declaration")* for the Jefferson Office Plaza, dated May 31, 1989 and filed for record on June 5, 1989 in Book MS 755A, Pages 9-48 as Document No. 8949319 in the records of Bernalillo County, New Mexico;

WHEREAS, pursuant to paragraph 15.02 of the First Declaration, the First Declaration can be amended at any time by the Declarant prior to the conveyance of the first Site, as defined therein, to any Owner and no Site has been conveyed;

WHEREAS, the Property has been replatted and Declarant desires to amend the First Declaration by substituting the provisions of this Amended Declaration *("Declaration")* for the provisions of the First Declaration and in lieu thereof;

WHEREAS, to establish a general plan for the improvement and development of the Property, Declarant desires to subject the Property to the conditions, covenants and restrictions set forth herein, upon and subject to which the Property shall be held, improved and conveyed;

WHEREAS, the purpose of this Declaration is:

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1. To provide for a method of proper development of the Property;

2. To protect Owner against improper development and use of surrounding Sites within the Property;

3. To prevent construction of Buildings of substandard materials;

4. To prevent haphazard and inharmonious construction;

5. To provide adequate setbacks from streets and reasonable free space between structures on adjoining Sites;

6. And to provide in general for a qualitative development of the Property in accord with the general plan set forth herein.

NOW, THEREFORE, the Declarant hereby declares that the Property is now held, and shall hereafter be held, transferred, sold, leased, conveyed and occupied subject to this Declaration, all of which is for, and shall inure to, the benefit of and pass with each and every parcel of the Property, and shall apply to and bind the heirs, assignees and successors in interest of any Owner thereof.

ARTICLE I

Definitions

1.01 *"Articles"* shall mean the Articles of Incorporation of the Association.

1.02 *"Association"* shall mean the Jefferson Office Plaza Association, its successors and assigns.

1.03 *"Board of Directors"* shall mean the Board of Directors of the Association.

1.04 *"Building"* or *"Buildings"* shall mean the roofed and walled structures built on a Site for permanent use and all projections or extensions thereof including garages, outside platforms and docks.

1.05 *"Bylaws"* shall mean the Bylaws of the Association.

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1.06 *"Common Areas"* shall mean only "Tract A-1-A" as shown on the Plat.

1.07 *"Common Assessment"* shall mean an assessment for Common Expenses.

1.08 *"Common Expenses"* shall mean (a) the expenses of, or reasonable reserves for, the maintenance, management, operation, repair and replacement of the Common Areas and all other areas whether within or without the boundaries of a Site which are the responsibility of the Association to maintain, repair and replace, including the cost of unpaid Special Assessments; (b) the cost of capital improvements to the Property which the Association may from time to time authorize; (c) the expenses of management and administration of the Association, including without limitation, compensation paid by the Association to a manager, or accountants, attorneys or other employees or agents; (d) any other item or items designated by or in accordance with other provisions of this Declaration or the Bylaws to be Common Expenses; and (e) any other expenses reasonably incurred by the Association on behalf of all Owners.

1.09 *"Declarant"* shall mean Jefferson Plaza Associates, Ltd., A New Mexico Limited Partnership, its successors and assigns.

1.10 *"Declaration"* shall mean this Amended Declaration of Restrictive Covenants for the Jefferson Office Plaza and any Supplemental Declaration filed in accordance with this Declaration, the Articles and the Bylaws.

1.11 *"Fixtures"* shall mean the fixtures and appliances within a Site, including but not limited to, the interior light fixtures, plumbing fixtures, central forced-air furnaces and gas-fired drop heaters, refrigerator, stove, oven, and cabinets.

1.12 *"Improvement"* or *"Improvements"* shall mean all structures and appurtenances thereto of every type and kind, including but not limited to, Buildings, walkways, sprinkler systems, pipes, roads, driveways, parking areas, fences, the exterior

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surfaces of any visible structure, planted trees and shrubs, poles, signs, air conditioning equipment, water softener fixtures, and any office equipment affixed to the Property.

1.13 *"Landscaped Area"* shall mean the portion of each Site on which landscaping is required pursuant to this Declaration.

1.14 *"Member"* shall mean and refer to a member of the Association.

1.15 *"Mortgage"* shall mean and refer to the recorded conveyance of any Site or all or any portion of the Property to secure the payment of a debt, which conveyance shall be released or reconveyed upon the due payment of such debt, and shall include a Deed of Trust.

1.16 *"Mortgagee"* shall mean and refer to a person or entity to whom a Mortgage upon a Site or all or any portion of the Property is given.

1.17 *"Owner"* shall mean and refer to the record owner, whether one or more person or entities, of a Site including Declarant.

1.18 *"Plat"* shall mean and refer to the plat of Jefferson Office Plaza Lots 1A1, 2A1, 2A2 & Tract "A-1-A", being a replat of Jefferson Office Plaza Lots 1A, 2A & Tract "A-1", as the same is shown and designated on the plat thereof which was filed for record on October 17, 1990 in Book 90C, page 257, as Document No. 9080662 of the Plat Records of Bernalillo County, New Mexico.

1.19 *"Property"* shall mean and refer to the real estate described on the attached Schedule "A", together with all Improvements thereon.

1.20 *"Rules and Regulations"* shall mean and refer to the Rules and Regulations governing the Property, duly adopted by the Board of Directors.

1.21 *"Site"* or *"Sites"* means a parcel of land within the Property occupied or to be occupied by a Building or Buildings, having fixed boundaries and designated by number, letter or both on the plat or plats of the Property. The boundaries of any Site shall not be changed or altered except as approved in writing by Declarant at the time of sale of a

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Site from Declarant to an Owner. No subdivision of the Property which results in a Site of less than 30,000 square feet will be permitted without the written consent of Declarant.

1.22 *"Special Assessment"* shall mean and refer to an assessment for Special Expenses.

1.23 *"Special Expenses"* shall mean and refer to (a) the expenses incurred by the Association for the repair of damage or loss to the Common Areas or the property of the Owners of Sites caused by the act or neglect of an Owner which is not covered by insurance; and (b) any other item or items designated by or in accordance with other provisions of this Declaration or the Bylaws to be a Special Expense.

ARTICLE II

Owner's Control Committee

2.01 Specifications. An Owner's Control Committee *("Committee")* shall be comprised of not less than three (3) persons who shall initially be appointed by the Declarant in writing.

2.02 Member Removal. Committee members shall be subject to removal by the Declarant at anytime with or without cause. After Sixty percent (60%) of the entire area of the Property is no longer owned by Declarant, Committee members shall be subject to removal by the Association at anytime with or without cause.

2.03 Vacancies. All vacancies on the Committee shall be filled by appointment by the Declarant until Sixty percent (60%) of the entire area of the Property is no longer owned by Declarant at which time all vacancies on the Committee shall be filled by the Association.

ARTICLE III

Common Areas and Easements

3.01 Ownership. Any Common Areas shall be initially owned by Declarant. With reference to all Common Areas, Declarant may retain legal title to the

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Common Areas until such time as it has completed Improvements thereon and until such time as, in the opinion of the Declarant, the Association is able to maintain the same. Subject to the provisions of this Declaration, Declarant grants to each Owner and the heirs, devisees, personal representatives and assigns of each Owner and any transferees, grantees, and successors in interest of each Owner, a non-exclusive private easement for the purpose of providing each Owner and the employees, agents, business invitees and guests of an Owner, with the joint right with all other Owners and the employees, agents, business invitees and guests of all Owners to access, ingress, egress, to and from each Site over, in and across the Common Areas, and such easement shall be for the benefit and use of each Owner and the employees, agents, business invitees and guests of each Owner, shall be appurtenant to, run with and shall pass with the title to each Site, subject to the following provisions:

(a) The Association shall have the authority to establish and enforce compliance with uniform Rules and Regulations governing use of any Common Areas not inconsistent with the terms of this Declaration, and to amend same from time to time; provided, however, such Rules and Regulations and amendments thereof shall not become effective until approved by the Members at a meeting of the Association. A copy of such Rules and Regulations shall be delivered or mailed to each Owner and Mortgagee promptly upon the adoption thereof.

(b) The right of the Association to suspend the right to use the Common Areas by an Owner (i) for any period during which such Owner shall be delinquent in the payment of assessments due the Association or during which the Owner shall remain in default of any other obligation under this Declaration. Except for failure to pay assessments, no such suspension shall be effected until the Owner shall have been given the opportunity to present evidence on his behalf at a hearing before the Board of Directors, and no such hearing shall be held until the Owner shall have received at least ten

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(10) days written notice specifying the nature of the default and the exact time and place of the hearing.

(c) The easements upon the Property according to the Plat, and those granted or reserved in this Declaration.

3.02 Easements for Access. Subject to the provisions of this Declaration, Declarant grants to each Owner and the heirs, devisees, personal representatives and assigns of each Owner and any transferees, grantees, and successors in interest of each Owner, a non-exclusive private easement for the purpose of providing each Owner and the employees, agents, business invitees and guests of each Owner, with the joint right with all other Owners and the employees, agents, business invitees and guests of all other Owners to access, ingress, and egress, to and from each Site of an Owner over, in and across the paved areas and sidewalks of the Site of each other Owner to Tract "A-1-A" as shown on the Plat, and such easement shall be for the benefit and use of each Owner and the employees, agents, business invitees and guests of each Owner, shall be appurtenant to, run with and shall pass with the title to each Site and shall be subject to the following:

(a) The easement designated above for access, ingress and egress to and from Tract "A-1-A" to and from Lot 1A1 as shown on the Plat shall be located within Lot 2A1 in the shaded area of Lot 2A1 which is designated as a private easement for access and parking as shown on the Plat.

(b) The easement designated above for access, ingress and egress to and from Tract "A-1-A" to and from Lot 2A2 as shown on the Plat shall be located within Lot 2A1 in the shaded area of Lot 2A1 which is designated as a private easement for access and parking as shown on the Plat.

(c) Lot 2A1 is adjacent to and abuts Tract "A-1-A" as shown on the Plat so no easement is now necessary to provide access to and from Tract "A-1-A" to and from Lot 2A1. In the event of the subdivision of Lot 2A1 as shown on the Plat into two or more Sites and an easement is required for access, ingress and egress to and from

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Tract "A-1-A" to and from the newly subdivided Site(s), the easement designated above shall be located within Lot 2A1 in such a location as the Declarant shall designate at that time on any replat of Lot 2A1.

3.03 Easement for Parking. Subject to the provisions of this Declaration, Declarant hereby grants and designates to the Owners and the employees, agents, business invitees and guests of each Owner, for the joint use and benefit of all Owners and their employees, agents, business invitees and guests, an easement for access to parking and parking over, across and on the parking area described on the attached Schedule B. The easement for access to parking and parking over, across and on the parking area described on Schedule B shall be appurtenant to, run with and shall pass with the title to each Site. Declarant may designate an easement for access to parking and parking for Lot 2A1, at such time as Declarant shall determine but no later than the conveyance of the title to all or any portion of Lot 2A1 to an Owner other than Declarant. At such time as the specific location of the easement for access to parking and parking on Lot 2A1 is designated by Declarant, the easement shall be granted and designated to the Owners and the employees, agents, business invitees and guests of each Owner, for the joint use and benefit of all Owners and their employees, agents, business invitees and guests and shall be appurtenant to, run with and shall pass with the title to each Site.

3.04 Drainage Easement. Subject to the provisions of this Declaration, Declarant hereby grants and designates to the Owners and the employees, agents, business invitees and guests of each Owner, for the joint use and benefit of all Owners and their employees, agents, business invitees and guests, an easement for drainage over and across each Site to allow for the drainage of surface water from the Property in accordance with the Master Drainage Plan approved by the City, as such Master Drainage Plan may be amended from time to time. Prior to development and erection of any Improvements on a Site, the drainage easement granted herein shall run over and across any such undeveloped and unimproved Site at the location or locations where the surface water flows over and

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across such Site. Upon development and improvement of a Site, the drainage easement will be located over and across the easement for parking located on each Site in accordance with the Master Drainage Plan approved by the City of Albuquerque for the Property. The drainage easement granted herein shall not interfere with the use of the surface of a Site and the erection of Improvements thereon, provided, however; no such use and no structure, planting, or other material shall be placed or permitted to remain which obstructs or retards the flow of water across the easement for parking.

3.05 Restrictions on Easements. The easements granted in Sections 3.02 and 3.04 of this Declaration shall be subject to the following:

(a) The Association shall have the authority to establish and enforce compliance with uniform Rules and Regulations governing use of any easement for drainage, access, ingress, egress or parking purposes not inconsistent with the terms of this Declaration, and to amend same from time to time; provided, however, such Rules and Regulations and amendments thereof shall not become effective until approved by the Members at a meeting of the Association. A copy of such Rules and Regulations shall be delivered or mailed to each Owner and Mortgagee promptly upon the adoption thereof.

(b) The easements upon the Property according to the Plat, and those granted or reserved in this Declaration.

ARTICLE IV

Regulation Of Operations And Uses

4.01 Permitted Operations and Uses. The Sites of the Jefferson Office Plaza shall be used predominantly for office and institutional uses as such terms are defined in the City of Albuquerque Comprehensive Zoning Code. Commercial uses relating to office and institutional uses shall be allowed as determined by the Committee, in its sole discretion. Due to the proximity of the Property to a hospital and the free-standing cancer center and offices which is planned for a portion of the Property, the Committee will

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encourage development of medical offices and medically-related uses on the Property. Any use permitted by the zoning of the City of Albuquerque may be barred by the Committee, where the Committee determines that a use permitted under the zoning for the Property is not in accord with the uses allowed under this Declaration.

4.02 Prohibited Operations and Uses. The following operations and uses shall not be permitted on any Site subject to this Declaration:

(a) No noxious or offensive uses or operations as determined by the Committee in its sole judgment shall be conducted on the Property. No activity shall be conducted on the Property or any portion thereof which the Committee determines, in its sole judgment, is or may become a "nuisance" to the Owners of any Sites or to other properties contiguous to the Jefferson Office Plaza, including but not limited to: (i) unsightliness, or (ii) excessive emission of noise, vibration, smoke, toxic or noxious materials, odors, heat or air pollution.

(b) Residences, except as required to provide security, and as permitted by the zoning regulations of the City of Albuquerque;

(c) Trailer courts;

(d) Labor camps, junk yards, auto dismantling yards or bone distillation operations;

(e) Disposal of garbage, sewage, offal, dead animals or refuse and fat rendering operations.

(f) Livestock raising, stockyard, slaughter of animals, stables, or live animal storage except as required for veterinarian purposes.

(g) Ore smelting, gravel and asphalt plants, batch concrete plant operation.

4.03 Animal Regulations. No animals, livestock, reptiles, insects, or other animals of any kind shall be kept in any Site, except for guide dogs for handicapped persons.

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4.04 Refuse and Waste. All rubbish, trash, garbage and other waste shall be regularly removed from each Site, and shall not be allowed to accumulate thereon. The Association shall be responsible for installing dumpsters and the dumpsters are for the joint use of all Owners. No refuse container shall be maintained in the Common Areas or on a Site other than in the location and manner provided for by the Development Plan approved by the Committee, and no such container shall be kept or maintained on any Site so as to be visible to the general public. The Association shall be responsible for the costs of maintaining and emptying all refuse containers and dumpsters and the costs of refuse storage and collection, except the Owner of each Site shall be responsible for the costs of disposing of any medical or hazardous waste from the Site of that Owner which cannot be disposed of in a landfill or by the ordinary means of disposal of waste or which require special preparation, packaging or other processing for disposal under any rule, regulation, statute, law or ordinance of any municipal, county, state or federal governmental entity or agency.

4.05 Storage. There shall be no exposed storage deposited, accumulated or preserved anywhere on the Property which is exposed to public view.

4.06 Leasing. No Owner shall be permitted to lease or rent his Site for purposes other than provided in this Article IV. The terms of any such lease or rental agreement shall be subject in all respects to the provisions of his Declaration and the Bylaws of the Association and shall (a) expressly refer to this Declaration and contain a covenant by the lessee or tenant that he or she accepts the leasehold estate subject to this Declaration, and (b) contain either a covenant that the lessee or tenant agrees to perform and comply with this Declaration or adequate provisions to permit entry and other actions by the lessor for the purpose of performing and complying with this Declaration. Any failure by the lessee of such Site to comply with the terms of this Declaration or the Bylaws of the Association shall constitute an event of default under the lease or rental agreement.

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4.07 Other Operations and Uses. Approval or disapproval of other operations and uses not specified herein shall be based upon the effect of such operations and uses upon other Sites subject to this Declaration, and upon properties adjoining the Jefferson Office Plaza as determined by the Committee. If the Committee fails to either approve or disapprove operational plans submitted by an Owner of a Site within thirty (30) days of submission to the Committee, it shall be deemed that the Committee has approved the same.

ARTICLE V

General Guidelines For Development

5.01 Duty to Submit Development Plans. Before construction of any Improvements are commenced on Sites subject to this Declaration, the Owner(s) thereof shall first submit plans for the proposed Improvements to the Committee.

5.02 Submission of Plans.

(a) Until changed by the Board of the Association, the address for the submission of plans and specifications shall be c/o Declarant, 500 Walter, N.E., Suite 500, Albuquerque, New Mexico 87102. The Committee may require such details in plans and specifications submitted for its review as it deems proper, including without limitation, floor plans, site plans, drainage plans, elevation drawings and description or samples of exterior material and colors.

(b) Preliminary Site plans shall be submitted to the Committee for approval which shall include without limitation: Building location, landscaping details, ingress and egress, location of fencing, screening, parking, loading and storage facilities, and a description of exterior Building materials.

(c) Final construction plans shall be submitted to the Committee for approval which shall include the preceding Site plans, plus fencing, screening and signing details, and specifications showing the size, scope and placement of exterior

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mechanical equipment, as well as exterior lights, elevations of Buildings and exterior construction details.

5.03 Plan Approval. Committee approval of plans shall be in writing, and, among other things, shall be based on the adequacy of Site setbacks, conformity and harmony of external design with neighboring structures, the effect of the location and use of Buildings and Improvements upon neighboring Sites and properties adjoining the Jefferson Office Plaza, and conformity of the plans and specifications submitted for prospective development of a Site to this Declaration, especially the design guidelines set forth in paragraph 5.07 herein. Approval shall further be conditioned upon maintenance of the proposed Improvements not becoming an unreasonable burden upon the Association. The Committee may also condition its approval of proposals and plans and specifications for any Improvement (1) upon the Applicant's furnishing the Association with acceptable security against a mechanic's lien or other encumbrance which may be recorded against the Property as a result of such work, (2) on such changes to the plans and specifications as it deems appropriate, (3) upon the agreement by the Applicant to grant appropriate easements to the Association for the maintenance of the Improvements (4) upon the Applicant agreeing to install (at its sole cost) water, gas or electrical meters to measure any increased consumption, (5) upon the agreement of the Applicant to reimburse the Association for the cost of maintenance, or (6) upon the Applicant agreeing to complete the proposed work within a stated period of time, or all of the above, and may require submission of additional plans and specifications or other information prior to approving or disapproving material submitted. The Committee shall grant variances from the requirements of this Declaration if the Committee, in its sole discretion, determines that the development plans substantially comply with the provisions of this Declaration and the effect of the variance from the requirements of this Declaration will not have a material adverse effect upon other Sites within the Property. The approval by the Committee of a variance from the requirements of this Declaration with reference to the development plan of a Site shall not be deemed a

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waiver of compliance with this Declaration as to the development of other Sites. The Committee shall adopt rules or guidelines setting forth procedures for the submission of plans for approval. The Committee shall not arbitrarily nor unreasonably withhold its approval of submitted plans and specifications.

5.04 Committee Response Time. Within ten (10) days after all required information has been submitted to the Committee, the Committee shall either approve or disapprove in writing, all preliminary or final plans.

5.05 Prohibition of Construction. No construction work of any kind shall begin on any Site within the Property until all plans and specifications for development of that Site have been approved by the Committee in writing.

5.06 Limitation of Liability. Neither the Committee nor the Declarant, nor their successors or assigns shall be liable for damages to anyone submitting plans to all or any of them for approval. Neither the Committee nor the Declarant shall be liable for damages to any Owner or lessee of land affected by this Declaration because of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve plans submitted to all or any of them. Every person and every Owner or lessee of any Site located on the Property which is subject to this Declaration who submits plans to the Committee for approval agrees by submission of such plans, and/or by acquiring any right, title or interest in the Property that they will not bring any action or suit against the Committee or Declarant to recover any damages allegedly incurred for the reasons set forth in this paragraph 5.06.

5.07 Design Guidelines.

(a) Screening: Exterior storage yards, trash bins, electrical transformers, mechanical equipment, loading docks shall be screened from public view to as great as extent as possible by screening approved by the Committee by using solid walls, dense landscaping materials or such other fencing or method which is approved by the Committee.

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(b) Exterior Building Materials: Exterior walls of any Building shall be of concrete masonry, stucco, brick, architectural concrete, granite, stone, tile and some glass or of an equivalent material approved by the Committee. All glass buildings, or facades that appear to be mainly glass, are prohibited.

(c) Color: Colors and exterior finishes on Buildings are to be coordinated to achieve a harmony of design within the Site and with Buildings and Improvements located on other Sites within the Property, in the sole opinion of the Committee. Acceptable dominant colors may range from light to dark earthtones or warm to cool grays. Dominance of black, stark white or extremely bright colors will not be permitted.

(d) Height Standards: The maximum height of any Building shall not exceed two stories above ground level (maximum height of thirty (30) feet). A basement shall not be considered to be one story for the purpose of this height restriction so long as it is entirely below ground level.

(e) Fencing Requirements: No fences or walls shall be constructed within setbacks for Landscaped Areas, unless approved by the Committee in writing. All fences or wall must be approved by the Committee.

(f) Signs: Signs and identifications on Buildings or Building Sites shall be only as approved in writing by the Committee. The only signs allowed within the Landscaped Area shall be a common identification sign, traffic direction signs, and signs incidental to sale or lease of the premises. Signs shall be for directories and for orientation and information of the general public and not for advertising. Back-lighted signs are prohibited. Building directories on the outside of a Building shall be not be permitted. Signs will be no more than four feet six inches (4' 6") in height and no more than twelve feet (12') in length.

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(g) Lighting: The height of free-standing lighting standards shall be as approved by the Committee. Security lighting fixtures may be mounted on Buildings with Committee approval.

5.08 Meetings of the Committee. The Committee shall meet from time to time as necessary to perform its duties hereunder. The Committee may from time to time by resolution unanimously adopted in writing designate a Committee Representative (who may, but need not, be one of its members) to take any action or perform any duties for and on behalf of the Committee. In the absence of such a designation, the vote of a majority of the Committee or the written consent of a majority of the Committee taken without a meeting, shall constitute an act of the Committee.

ARTICLE VI

Landscape Guidelines

6.01 Landscaped Area. The minimum Landscaped Area shall be twenty percent (20%) of the Site. The twenty percent (20%) minimum Landscaped Area shall not include parking areas or sidewalks. Of the minimum Landscaped Area only twenty-five percent (25%) of the Landscaped Area may be hard material (i.e., gravel, cobble-stone or bark chips). Automatic sprinkler irrigation systems shall be installed in the Landscaped Area. All landscaping must be approved by the Committee prior to commencement of installation.

6.02 Trees. Trees with a minimum caliper of one and one-half inches (1.5") will be installed at an average density of not less than one per three thousand (3,000) square feet of the gross land area within the Landscaped Area.

6.03 Ground Cover - Unpaved Areas. Unpaved areas of front and side yards, not covered by minimally required landscaping, shall be covered by ground cover, bark or other material approved by the Committee.

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ARTICLE VII

Building Regulations

7.01 City and County Requirements. All rules, regulations, ordinances codes and statutes of the City of Albuquerque, Bernalillo County and the State of New Mexico must be complied with in building on a Site.

7.02 Building Setbacks.

(a) No Building may be placed closer than twenty-five feet (25') from Jefferson Street N.E. No Building shall be placed closer than fifteen feet (15') from the southerly or easterly boundary lines of the Property. No Building shall be placed closer than ten feet (10') from the northerly boundary line of the Property. No Building shall be placed closer than fifteen feet (15') from any curb.

(b) No Building shall be placed closer than ten feet (10') from any interior or rear property line of any Site, except that a side or rear Building setback of less than ten feet (10') may be approved by the Committee, if permitted by the rules and regulations of the City of Albuquerque and where the Committee finds, in its sole opinion, that a side or rear Building setback of less than ten feet (10') is essential to the development of a Site and will not be injurious to the development of any adjoining Sites or any Buildings or Improvements located on any adjoining Sites. Notwithstanding the foregoing, no Building may be erected on any Site closer than twenty-five feet (25') from any existing Building on any other Site.

7.03 Drainage Requirements. All construction on, and alteration of any Site within the Property shall conform to the Master Drainage Plan for Jefferson Office Plaza approved by the City of Albuquerque as it now exists or as it may be amended from time to time, a copy of which shall be provided by the Committee to Site Owners on request and shall become a part of this Declaration as if set forth in full herein.

7.04 Parking and Loading Areas.

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(a) An adequate parking area (as determined by the Committee in its sole opinion) shall be installed by the Owner of each Site to accommodate the parking needs of employees, customers and company vehicle demands of the business operations conducted on a Site. The intent of this provision is to eliminate on-street parking. Any additional parking necessary for a Site shall be met by the Owner of the Site without resort to on-street parking.

(b) Parking areas shall be paved with a minimum of 2 inch (2") asphalt paving on a six inch (6") compacted gravel base on compacted earth unless rules and regulations of the City of Albuquerque require a higher or greater standard for paving of parking areas to be located on the Property. Landscape hedges shall be installed at appropriate locations as approved by the Committee to shield parked cars from view from the public upon entry to the Site. Parking area lighting will be accomplished by use of one (1) standard parking lot lighting fixture located on the parking area within the Site.

(c) Loading areas shall not encroach into setback areas unless approved in writing by the Committee.

(d) Concrete sidewalks, curbs and gutters will be installed in accordance with rules, regulations and requirements of the City of Albuquerque.

(e) Landscaping (trees and ground cover) within the parking area shall be provided at sixty feet on centers (60' o.c.) maximum.

7.05 Storage Areas.

(a) Any materials, supplies, vehicles or equipment which would otherwise be visible to the public shall be stored behind a visual barrier having a minimum height of five feet (5') as approved by the Committee.

(b) All outdoor storage shall be at the rear of the Building setbacks and shall be kept in a clean and orderly condition.

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(c) Refuse collection areas shall be located as approved by the Committee and in accordance with ordinances, laws, regulations or other requirements of the City of Albuquerque, if any.

7.06 Installation of Landscaping. All required landscaping for a Site shall be installed within ninety (90) days after the completion of the principal Building is constructed on that Site. This time requirement may be extended by the Committee for a maximum of an additional ninety (90) days where weather conditions make installation of landscaping within ninety (90) days of completion of the principal Building impractical, or for any other reason which in the sole opinion of the Committee would make installation of the landscaping within the ninety (90) day period an undue hardship.

7.07 Diligence in Construction. After commencement of construction of Improvements and Buildings on a Site per plans and specifications approved by the Committee, the construction of the Improvements and Buildings on the Site shall proceed without undue interruption or delay and be completed with due diligence.

ARTICLE VIII

Maintenance of Property

8.01 Duties of Association. After completion of the Buildings, Improvements and installation of the Landscaped Area by the Owner of a Site in accordance with the plans submitted and approved by the Committee, the Association shall thereafter have the responsibility of maintaining, repairing, and otherwise keeping in a first-class condition all land area within the Site not under a Building, all landscaping, all sprinkler systems, all exterior lighting fixtures, all parking areas, carports, refuse constainers and dumpsters, and all sidewalks.

8.02 Access to Building. The Association's agents and employees shall have the right to enter such Site from time to time during reasonable hours as may be necessary for the maintenance and repair of the areas which are the responsibility of the

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Association to maintain and repair under this Declaration, whether located on a Site or within any Common Areas accessible therefrom, provided, however, that such right of access shall be immediate for making emergency repairs to prevent damage to any Common Areas or Improvements. If requested by the Association, each Owner shall furnish to the Association a duplicate key to the entrance doors to the Building located on each Site and shall furnish a new duplicate key upon any change of locks thereto.

8.03 Damage to Building. Normal maintenance, repair or emergency repair of the Common Areas and any area which is designated herein as the responsibility of the Association to maintain and repair under this Declaration shall be Common Expenses, provided, however, that if, in the sole opinion of the Board of Directors of the Association, damage is caused by the negligent or tortious acts of an Owner, member of his family, his agent, employees, invitees, licensees or tenants, then such Owner shall be responsible for all such damage, which shall be considered a Special Expense.

8.04 Damage by Owner. Each Owner shall be liable to the Association for any damage to the Common Areas or any area which is to be maintained and repaired by the Association under this Declaration not fully reimbursed to the Association by insurance if the damage is sustained because of the negligence, willful misconduct or unauthorized or improper installation or maintenance of any Improvement by an Owner, a member of his family, his agent, employees, invitees, licensees, tenants, or any other persons deriving their right and easement of use and enjoyment of the Common Areas or the Site from that Owner. However, the Association, acting through the Board, reserves the right to determine whether any claim shall be made upon the insurance maintained by the Association, and the Association further reserves the right, after Notice and Hearing as provided in the Bylaws, to levy a Special Assessment equal to the increase, if any, in insurance premiums directly attributable to the damage caused by the Owner or the other persons as described above. In the case of joint ownership of a Site, the liability of the Owners shall be joint and several, except to the extent that the Association shall have

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previously contracted in writing with the joint Owners to the contrary. After Notice and Hearing as provided in the Bylaws, the cost of correcting the damage to the extent not reimbursed to the Association by insurance shall be a Special Assessment against the Site, and may be enforced as provided herein for the enforcement of other Assessments.

8.05 Duties of Owners. Duties of Owners shall include responsibility to repair, replace and maintain (a) fixtures within each Site; (b) the finished interior and exterior surfaces of the perimeter, exterior and interior walls, ceilings, floors, doors and windows within the Building located on a Site and the interior and exterior of the roof of the Building, including, but not limited to, such materials as roof tile, tar, gravel, gypsum, dry wall, paneling, wallpaper, paint, wall and floor tile and flooring (but not including the subflooring); and (c) the air conditioning and all utilities servicing the Building. An Owner shall also have the responsibility of replacing all broken windows and doors in the perimeter walls of the Building. Only the Common Areas and the areas designated in this Declaration to be maintained by the Association which are exposed to public view shall be subject to the control and supervision of the Association. No Owner shall do any act which will impair the structural soundness of the Buildings or impair any easement herein granted or reserved.

8.06 Failure to Maintain. In the event an Owner shall fail within a thirty (30) day period following written notice from the Association to perform maintenance required to be performed by that Owner under this Declaration, the Association may, but shall not be obligated to, enter into and upon such Owner's Site and any Common Areas appurtenant thereto and accomplish such maintenance for and on behalf of the Owner, and the cost thereof shall be considered a Special Expense.

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ARTICLE IX

Association

9.01 Administration of Property. The Property and all provisions of this Declaration shall initially be administered by the Declarant until such time as the first conveyance of a Site to an Owner other than Declarant, at which time the Association shall be created and thereafter the Property shall be administered by the Association, acting by and through its Board of Directors, who shall be elected in accordance with the Bylaws, and whose duties will be governed by the terms of this Declaration, the Articles and the Bylaws. The Association may employ a professional management agent to perform, subject to the supervision of the Board of Directors, such duties and services as the Board shall direct, including, but not limited to, management of any Common Areas, maintenance and repair of the Sites and the collection of and accounting for assessments made by the Association. Each employment agreement with a professional management agent shall provide for a rate of compensation to be established by the Board and shall further provide for the right of the Association to cancel same upon not more than thirty (30) days notice. The term "professional management agent" as used herein means a person or firm who shall have been in the business of managing income-producing real properties for at least two (2) years prior to his employment by the Association.

9.02 Membership. Each Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from the ownership of a Site. Ownership of a Site shall be the sole qualification for membership. The membership held by an Owner shall not be transferred, pledged or alienated in any way, except upon the sale or encumbrance of that Owner's Site, and then only to the purchaser or Mortgagee of that Site. Any attempt to make a prohibited transfer is void, and will not be reflected upon the books and records of the Association. Evidence of transfer of membership shall be furnished the Association in the form of a certified copy of the recorded conveyance of a

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Site by the current Owner thereof as reflected upon the books and records of the Association.

9.03 Voting Rights. Each Owner-Member shall have the number of votes allocated to his or her Site to vote at Member's meetings of the Association which shall be calculated as follows: The "fractional ownership" of an Owner-Member shall be ascertained by taking the square footage of the Site owned by the Owner-Member as the numerator and the total square footage of the Property as the denominator. The fractional ownership of the Owner-Member shall then be multiplied by 100 to obtain the number of votes which the Owner/Member shall have the right to cast at Member's meetings. All matters brought before Member's meetings shall be decided by majority vote. Until such time as Declarant has sold or conveyed Sites which total Sixty percent (60%) of the square footage of the Property, by acceptance of a deed or other instrument conveying that Site (whether or not that deed or other instrument so states) (i) each Owner-Member shall be deemed to have agreed to cast their votes on all issues and matters brought before Member's meetings in the same manner as Declarant casts its votes and, (ii) to have agreed to execute an irrevocable proxy of their voting rights to Declarant for the purpose of casting such votes until such time as Declarant has sold or conveyed Sites which total Sixty percent (60%) of the square footage of the Property at which time the Owner-Member's obligation to vote as set forth in this paragraph shall terminate. Each Owner-Member agrees to execute the irrevocable proxy required by this paragraph upon Declarant's written request.

9.04 Suspension of Voting Rights. The voting rights of any Member shall be automatically suspended during any period in which a Member is delinquent in the payment of any assessments due the Association.

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ARTICLE X

Insurance

10.01 Association Insurance. The Association shall obtain and pay the premiums upon, as a Common Expense, a policy of insurance providing coverage as follows:

(a) Liability. Broad form comprehensive liability coverage shall be obtained by the Association in such amounts deemed appropriate by the Association. This coverage shall be issued in the name of the Association and shall include Owners in their capacity as Members of the Association as additional insureds and evidence thereof shall be furnished to each additional insured. This coverage shall include, but not be limited to, legal liability of the Association for bodily and personal injuries, property damage, operation of automobiles on behalf of the Association and activities of the Association in connection with the operation, maintenance or use of the Common Areas and Sites.

(b) Workmens' Compensation. If required by law, the Association shall obtain Workmens' Compensation insurance in such form as to meet the requirements of law for injuries to Association employees.

(c) Other Coverage. The Association shall also obtain such other insurance coverage as shall hereafter be required by law or determined by the Board of Directors to be necessary for the protection of the Association, Owners and Mortgagees.

(d) Power of Attorney. Each Owner hereby irrevocably names, constitutes and appoints the Association as his true and lawful attorney-in-fact for the purposes of maintaining all insurance coverage required by this Declaration. Without limiting the generality of the foregoing, the Association, as the Owner's attorney-in-fact, shall have full power and authority, in the name, place and stead of each Owner, to purchase and maintain such insurance, to collect and remit the premiums therefor (which

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shall be considered Common Expenses), to collect proceeds thereof, and to distribute the same to the Association, the Owners and their respective Mortgagees (subject to the provisions of this Declaration) as their interests may appear, to sign releases of liability and to sign all documents and to do all things on behalf of the Association and such Owners as shall be necessary or convenient to accomplish the powers herein granted, and any insurer may deal exclusively with the Association in regard to such matters. The Association shall not be responsible for procurement or maintenance of any insurance covering any Building located on a Site or the contents thereof nor the liability of any Owner for occurrences therein not caused by or connected with the Association's operation, maintenance or use of the Property.

10.02 Right and Duty of Owners to Insure. Each Owner shall provide insurance on his Building, Improvements and all other personal property located on his Site for which the Association has not purchased insurance. Each Owner shall insure his Building and other Improvements located on his Site in an amount equal to the maximum insurable replacement value thereof, affording protection against loss or damage by fire and other hazards customarily covered by a standard extended coverage endorsement, and such other risks as may from time to time be customarily insured against with respect to improvements similar in construction, location and use, including by way of example, vandalism and malicious mischief. Nothing herein shall preclude any Owner from carrying any public liability insurance as such Owner deems desirable to cover the individual liability of such Owner for damage to person or property occurring inside the Owner's Site or elsewhere on the Property.

10.03 Waiver of Claims Against Association. As to all policies of insurance maintained by or for the benefit of the Association and the Owners, the Association and the Owners hereby waive and release all claims against one another, the Board of Directors and Declarant, to the extent of the insurance proceeds available, whether

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or not the insurable damage or injury is caused by the negligence of or breach of any agreement by and of said persons.

10.04 Waiver of Subrogation. In the event of loss or damage to any Common Areas or the property of an Owner which shall be covered by insurance, the insurance company paying such claim shall have no right of subrogation against the Association, its agents and employees, nor the Owners, their tenants, or members of their respective households.

10.05 Trustee for Policies. The Association, acting through its Board of Directors, is hereby appointed and shall be deemed trustee of the interests of all named insureds under policies of insurance purchased and maintained by the Association. All insurance proceeds under any such policies shall be paid to the Board of Directors as Trustees. The Board shall have full power to receive and to receipt for the proceeds and to deal therewith as provided herein. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried or otherwise disposed of as provided in Article X of this Declaration. The Board is hereby granted the authority to negotiate loss settlements with the appropriate insurance carriers. Any two (2) officers of the Association may sign a loss claim form and release form in connection with the settlement of a loss claim, and such signatures shall be binding on all the named insureds.

10.06 Actions as Trustee. Except as otherwise specifically provided in this Declaration, the Board, acting on behalf of the Association and all Owners, shall have the exclusive right to bind such parties with respect to all matters affecting insurance carried by the Association, the settlement of a loss claim, and the surrender, cancellation, and modification of all such insurance.

10.07 Required Waiver. All policies of physical damage insurance shall provide, if reasonably possible, for waiver of the following rights, to the extent that the respective insurers would have the rights without such waivers:

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(a) subrogation of claims against the Owners and tenants of the Owners;

(b) any defense based upon co-insurance;

(c) any right to set-off, counterclaim apportionment, proration or contribution by reason of other insurance not carried by the Association;

(d) any invalidity, other adverse effect or defense on account of any breach of warranty or condition caused by the Association, any Owner or any tenant of any Owner, or arising from any act, neglect, or omission of any named insured or the respective agents, contractors and employees of any insured;

(e) any right of the insurer to repair, rebuild or replace, and, if the Improvement is not repaired, rebuilt or replaced following loss, any right to pay under the insurance an amount less than the replacement value of the Improvements insured;

(f) notice of the assignment of any Owner of his interest in the insurance by virtue of a conveyance of any Site, and

(g) any right to require any assignment of any mortgage to the insurer.

ARTICLE XI

Restoration of Improvements

11.01 Restoration by Owner. Subject to the rights of a Mortgagee under the terms and provisions of a Mortgage, when a casualty damage shall occur to any portion of the Property for which it is the responsibility of the Owner to maintain, the Owner shall, unless the Owners of all other Sites shall unanimously decide otherwise, restore such damaged portion to its same or similar condition existing just prior to the casualty and substantially in accordance with this Declaration and the original plans and specifications of the Property. Such restoration shall be commenced and completed within a reasonable time

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in a good and workmanlike manner, using the same or similar materials as were originally used in the structures damaged or destroyed.

11.02 Cost of Repairs. As soon as possible after the occurrence of damage to the Property, the Association shall obtain reliable and detailed cost estimates of (i) the cost of restoring those damaged portions of any Common Areas and the other portions of the Property which the Association is required by this Declaration to maintain (the *"General Costs"*); and (ii) the cost of restoring the portions of the damaged Sites which the Owners are required by this Declaration to maintain, repair and replace (the *"Site Costs"*). All insurance proceeds available to the Association with respect to the casualty shall be applied to payment of General Costs. If there is no insurance upon the casualty or if the insurance proceeds are not sufficient to cover the General Costs, then all Owners shall be assessed their fractional share, as determined under Section 12.03 of this Declaration, ot the payment of the estimated General Costs not otherwise paid by insurance held by the Association, which shall be considered Common Expenses, provided, however, each Owner shall be responsible for the cost, not otherwise covered by insurance carried by the Association, of any reconstruction, repair or replacement of any portion of the Property as the result of a casualty caused by his negligence or misuse or the negligence or misuse of his agents, tenants, employees, contractors or guests, which expense shall be considered a Special Expense.

ARTICLE XII

Assessments

12.01 Creation of the Lien and Personal Obligation for Assessments. The Owner of each Site by acceptance of a deed or other instrument conveying that Site (whether or not that deed or other instrument so states) shall be deemed to agree, to pay to the Association commencing on the date fixed by the Board of Directors following the date title to any Site is transferred from the Declarant to the original purchaser of the Site: (1)

annual Common Assessments; (2) additional Common Assessments; and (3) Special Assessments. All assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and a continuing lien upon the Site against which each such assessment is made and shall also be the personal obligation of the person who was the Owner of the applicable Site at the time when the assessment became due.

12.02 Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, and welfare of the Owners of Sites of the Property and for the preservation, improvement and maintenance of the Property as provided in this Declaration, the Articles and the Bylaws, including, but not limited to, the following:

(a) The cost of providing water, sewer, garbage and trash collection, electrical, gas and other necessary utility services for the Common Areas and, to the extent that the same are not separately metered or billed to each Site, for the Sites.

(b) The cost of all types of insurance which the Association elects or is required to carry.

(c) The cost of the services of a professional management agent or of a person or firm to manage the Common Areas and to supervise and be responsible for the Association's obligations of maintenance and repair of the Property, together with the services of such other personnel as the Board of Directors shall consider necessary for the operation of the Property.

(d) The cost of providing such legal, accounting, and other professional services as may be considered necessary to the operation of the Association and the Property.

(e) The cost of improving, maintaining, repairing, replacing and landscaping any Common Areas and the areas within the Sites which is the Association's responsibility to maintain as set forth in this Declaration.

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(f) The cost of any and all other materials, supplies, labor, services, maintenance, repairs, taxes, assessments, or the like which the Association is required to secure or pay by law, or otherwise, or which in the discretion of the Board of Directors shall be necessary or proper for the operation of the Property.

(g) Any amount necessary to discharge any lien or encumbrance levied against the Property, or any portion thereof, which may, in the opinion of the Board of Directors, constitute a lien against the Common Areas rather than the interest of the Owner of any Site subject to the following:

(i) Declarant shall be responsible for and pay any lien or encumbrance encumbering Tract "A-1-A", unless such lien or encumbrance was incurred for the purposes set forth under the provisions of Section 12.02(i) below.

(ii) Nothing herein shall be construed to allow the Association to assess as a Common Assessment any Mortgage granted by Declarant to First Interstate Bank and now encumbering Tract "A-1-A" and other portions of the Property.

(h) The cost of maintaining and repairing any parking areas located on the Property.

(i) The cost of paving, landscaping and making any other Improvements deemed necessary by the Association to Tract "A-1-A".

12.03 Basis and Maximum of Annual Common Assessments. Each Member shall be responsible for the Member's "fractional share" of Common Assessments. The "fractional share" of a Member shall be ascertained by taking the square footage of the Site owned by the Member as the numerator and the total square footage of the Property as the denominator. The annual assessment per calendar year for each Site (the "Annual Common Assessment") shall be initially determined by the Board of Directors for the first calendar year. For each calendar year thereafter, the Annual Common Assessment may be increased by an amount not more than twenty percent (20%) above the total Common Assessments (including additional Common Assessments) of the previous

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year. Such action shall be taken by vote of the Board without a vote of approval of the Association Membership, at a Board meeting duly called for this purpose by written notice sent to all Association members at least thirty (30) days in advance, which notice shall set forth the purpose of the meeting. Any Annual Common Assessment proposed by the Board which would increase the Annual Common Assessment by more than twenty percent (20%) above the total of said assessments for the previous year, would require the approval of two-thirds (2/3) of the voting power of all Members present at a special membership meeting called for this purpose, at which a quorum is present.

12.04 Additional Common Assessments. Should the Board of Directors at any time determine, in their sole discretion, that the Annual Common Assessment is insufficient to pay the Common Expenses for the current fiscal year, the Board of Directors may at any time and from time to time levy such additional Common Assessments (the "Additional Common Assessments") as they shall deem necessary for such purpose or purposes. Each Owner (including Declarant) shall be personally liable for the payment of each Additional Common Assessments in the same fractional share as he shall have personal liability for the payment of the Annual Common Assessment. Additional Common Assessments shall be due and payable at such time and in the manner as the Board of Directors in its sole discretion shall determine; provided, however, in the event an Additional Common Assessment shall be for the purpose of making additions, alterations or capital improvements to the Common Areas costing more than Ten Thousand Dollars ($10,000), such Additional Common Assessment shall require the approval by two-thirds (2/3) of the voting power of all present and entitled to vote at an annual or special meeting of the Members called for such purpose at which a quorum is present.

12.05 Special Assessments. Special Assessments may be levied by the Board of Directors against particular Owners for the payment of Special Expenses. Special Assessments shall be due and payable to the Association upon demand. No Special Assessments shall be levied against an Owner until he shall have been given the

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opportunity to present evidence on his behalf at a hearing before the Board of Directors, and no such hearing shall be held until such Owner shall have received at least ten (10) days written notice specifying the reasons for the proposed Special Assessment and the exact time and place of the hearing.

12.06 Delinquent Assessments. The payment of an assessment shall be considered delinquent if not paid upon the due date thereof and shall bear interest from such date at the rate of fifteen (15%) percent per annum until paid. The Association shall also be entitled to collect (1) a late charge in such amounts and upon such conditions as the Board of Directors may determine and (2) costs of collection including reasonable attorney fees. Each Owner (whether one or more) shall be and remain personally liable for the payment of all assessments which may be levied against such Owner by the Association in accordance with the terms and provisions of this Declaration and all accrued interest, late charges and costs of collection, until same shall be paid in full. In the event of sale or conveyance of a Site, the purchaser of that Site shall be entitled to pay all amounts due out of the sales price and, failing this, such purchaser shall become personally liable for payment of such amounts by his acceptance of a deed to that Site from an Owner in default.

12.07 Date of Commencement of Annual Common Assessments; Due Dates. The Annual Common Assessments shall commence on the date (which shall be the first day of a month) fixed by the Board of Directors of the Association to be the date of commencement following the date of conveyance of the first Site conveyed to an Owner other than Declarant. Each Annual Common Assessment shall be due and payable in monthly installments equal to one-twelfth (1/12) of the respective Member's total Annual Common Assessment for the year payable on the first day of each month commencing on the first day of January in each calendar year; provided, however, that the first annual assessment for each Site shall be made for the balance of the calendar year in which conveyance of the first Site conveyed to an Owner other than Declarant is conveyed from the Declarant to the first Owner of that Site. The amount of Annual Common Assessment

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which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the total Annual Common Assessment for that first year as the remaining number of full months in that year bears to twelve.

12.08 Subordination of Assessment Lien. If any Site subject to the lien reserved for the payment of assessments due and to become due pursuant to the terms of this Declaration shall be subject to the lien of a Mortgage: (i) the foreclosure of the lien reserved herein shall not operate to affect or impair the lien of such Mortgage; and (ii) the foreclosure of the lien of the Mortgage or the acceptance of a deed by the Mortgagee in lieu of foreclosure thereof shall not operate to affect or impair the lien reserved herein, except that to the extent the lien reserved herein shall secure delinquent assessments accrued to the time of foreclosure or acceptance of the deed in lieu of foreclosure, the lien reserved herein shall be subordinate to the lien of such Mortgage, with the foreclosure-purchaser or foreclosure-grantee and its subsequent grantees taking title free of the lien reserved herein for the payment of all delinquent assessments that have accrued up to the time of foreclosure or the acceptance of the deed in lieu of foreclosure but subject to the lien reserved herein for the payment of all assessments which shall become due subsequent to the date of foreclosure sale or the date of acceptance of a deed in lieu of foreclosure. All assessments which shall have become due up to such date and which have not been paid shall be deemed to be Common Expenses collectible from all Owners, excluding the Owner acquiring the Site at the foreclosure sale or as a result of the acceptance of the deed in lieu of foreclosure, in the manner provided herein.

12.09 Exemptions. No Owner may exempt himself from liability for assessments duly levied by the Association, nor release the Site owned by him from the liens and charges hereof, by waiver of the use and enjoyment of the Common Areas or by abandonment of his Site. Further, no diminution or abatement of assessments shall be allowed or claimed for inconvenience or discomfort arising from the making of repairs or improvements to the Property or from any action taken to comply with law, ordinance or

order of a governmental authority. All property on or under any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use shall be exempted from the assessments, charges, and lien created herein. Notwithstanding any provisions herein, no land or improvements within the Sites shall be exempt from such assessments, charges or lien.

12.11 Commingling of Assessments. Except as otherwise expressly provided herein, all sums collected by the Association from assessments may be commingled in a single fund, and without the necessity of a specific accounting for each element of Common Expense or Special Expense for which such assessments have been made.

12.12 Assessment Roll. The assessments against all Owners shall be set forth upon a roll of the Sites (the "Assessment Roll") which shall be available in the office of the Association for inspection at all reasonable times by Owners or their duly authorized representatives. The Assessment Roll shall indicate for each Site the name and address of the Owner or Owners, the assessments for all purposes and the amounts of all assessments paid and unpaid. The Association shall issue certificates showing the status of any Owner's assessment account to such persons as that Owner may request in writing and shall be entitled to charge a reasonable fee therefor in such amount as shall be determined by the Board of Directors from time to time.

12.13 Collection of Assessments. The Association may enforce collection of delinquent assessments by suit at law for a money judgment and may seek the appointment of a receiver and/or judicial foreclosure of the lien reserved herein. Failure to seek judicial foreclosure of the lien reserved herein in any suit at law for a money judgment shall not operate to waive that lien, and that lien shall remain in full force and effect to secure payment of all assessments due or to become due by such Owner. In the event of foreclosure of a lien for assessments the redemption period shall be one (1) month in lieu of nine (9) months.

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ARTICLE XIII

Mortgages

13.01 Notices. Any Owner who mortgages his Site shall furnish the Association the name and address of such Mortgagee, and the Association shall maintain such information in a book entitled "Mortgages". The Association shall report to such Mortgagee any unpaid assessments due from the Owner of such Site at the time as the Association makes demand of the Owner thereof for the payment of such assessment. Each Mortgagee shall also be entitled to written notification from the Association of any other default by its Owner-Mortgagor in the performance of such Owner's obligations under the terms and provisions of this Declaration at the time written notice is provided to such Owner-Mortgagor by the Association specifying such default.

13.02 Delinquent Assessments. A Mortgagee may, but shall not be required to, advance to the Association any delinquent assessments due upon the mortgaged Site, and the amount of such advance shall be due and payable and be secured in the same manner as other sums advanced by the Mortgagee under the Mortgage.

13.03 Insurance. Any provisions in any Mortgage relating to insurance coverage to be procured and maintained by an Owner of a Site shall be in addition to any requirements for insurance to be procured and maintained herein and nothing herein shall be deemed to supersede the requirements for insurance coverage as set forth in any Mortgage.

13.04 Rights of Mortgagee. Notwithstanding any other provisions contained herein, nothing in this Declaration and no amendment or violation of this Declaration shall operate to defeat, effect the priority of or render invalid the rights of a Mortgagee under a Mortgage filed of record in the Office of the County Clerk of Bernalillo County, New Mexico, provided, however, that after the foreclosure of such a Mortgage and purchase of the Site foreclosed upon at the foreclosure sale or after a deed in lieu of

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foreclosure is taken by a Mortgagee, the Site foreclosed upon shall remain subject to this Declaration.

ARTICLE XIV

Enforcement

14.01 Abatement and Suit. In the event of violation or breach of any provision of this Declaration, and an Owner fails to cure the breach or violation of this Declaration within ten (10) days of the date Owner is sent written notice by first class mail or certified mail return receipt requested setting forth the nature of the breach or violation of this Declaration, then Declarant, Committee or representatives of the Committee shall have the right to enter upon the Site where the breach or violation exists, and without further notice may summarily abate, correct, remove any thing or condition or take such other action as may be necessary to cure the violation or breach of any provision of this Declaration. In the event it is necessary for Declarant, Committee or representatives of the Committee to incur any expense to cure the violation or breach of any provision of this Declaration, Owner shall be responsible for all costs of the enforcement action, including attorneys fees. Declarant, Committee or representatives of the Committee shall have the right to an injunction against any person violating the provisions of this Declaration or to seek any other remedy that may be available to them in law or equity. All rights to enforce the provisions of this Declaration are vested in Declarant, Committee or representatives of the Committee and there exists no private right or remedy by the Owners for violation of the provisions of this Declaration.

14.02 Interpretation of Covenants. All questions of interpretation and construction of terms of these covenants shall be resolved by the Committee.

14.03 Attorney Fees. In any legal or equitable proceeding directed at securing compliance with this Declaration, the losing party shall pay the attorney fees of the

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prevailing party, in such amount as may be fixed by the Court acting in such proceedings. All remedies provided herein or at law or in equity shall be cumulative and not exclusive.

14.06 Failure to Enforce Not a Waiver of Rights. The failure of any party having the right of action against violation of this Declaration, shall not be deemed to be a waiver of the right to take such action thereafter, or to enforce any other provision of this Declaration.

ARTICLE XV

Extension and Termination of Covenants

15.01 Extension and Termination. Each and all of the provisions of this Declaration shall continue until February 1, 2010. At that time, this Declaration shall continue automatically for a ten (10) year period thereafter unless prior to that date the Owners of a majority of the area of the Property have executed and recorded in writing an agreement that this Declaration shall terminate. This Declaration shall continue in full force and effect for successive ten (10) year periods thereafter unless during any ten (10) year period the Owners of a majority of the area of the Property have executed and recorded in writing an agreement that this Declaration shall terminate at the end of the ten (10) year period then in effect.

15.02 Amendments. This Declaration may be amended at any time by the Declarant prior to the conveyance of the first Site to be conveyed to any Owner except the Declarant, or thereafter, by an amendment in writing signed by the Owners of more than two-third (66-2/3%) of the area of the Property. Notwithstanding the foregoing, no amendment:

(a) shall terminate this Declaration prior to February 1, 2010, or

(b) shall be made to this Declaration which reduces the parking spaces available for a Site below either one (1) space per two hundred (200) gross square feet of building space or the minimum parking requirements established by the City of

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Albuquerque for that Site (including any parking spaces located off the Site that the Owner of that Site has the right to use under the parking easement granted to that Owner under Section 3.03 of this Declaration and which together with the parking spaces located on the Site meet the minimum parking requirements established by the City of Albuquerque for that Site), or

(c) shall substantially impair access to and from any Site without the written consent of the Owner of that Site.

All amendments to this Declaration shall be executed in writing, and shall become effective at the time of recording in the Office of the County Clerk in Bernalillo County, New Mexico.

15.03 Assignments of Declarant's Rights and Duties. Any and all of the rights, powers and reservations of the Declarant set forth herein may be assigned by the Declarant to any person, corporation, or association which will assume the duties of Declarant as to the rights, powers and reservations assigned. Upon the assignment of any rights, powers and duties of the Declarant, the assignee, to the extent set forth in the assignment, shall have the same rights, obligations and duties of the Declarant herein. Any assignee of Declarant shall likewise have the right to assign any rights, powers and reservations of the Declarant under this Declaration to the same extent as if such assignee was the original Declarant hereunder.

ARTICLE XVI

Miscellaneous Provisions

16.01 Effect of Invalidation. If any provision of this Declaration is held invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions hereof.

16.02 Acceptance of Governing Rules. The Association and all Owners, their tenants and invitees, or any other persons using the facilities of the Property, are

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PUBLIC WORKS/HYDROLOGY

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subject to and shall comply with this Declaration, the Articles, the Bylaws and the Rules and Regulations, and the acquisition, occupancy or rental of a Site shall signify that all such documents are accepted and ratified. In the event of a conflict in any of the provisions of any such documents, the documents shall govern or control in the following order or preference: (i) this Declaration; (ii) the Articles; (iii) the Bylaws; and (iv) the Rules and Regulations.

16.03 Delivery of Notices. All notices or other documents required herein to be delivered by the Association to Owners may be delivered either personally or by mail. If delivered when actually received by the Owner or when left at the front door of his Site. If mailed, a notice shall be deemed delivered when deposited in the United States Mail addressed to the Owner at his address as it appears on the records of the Association, with postage thereon prepaid.

16.04 Severability. If any of the provisions of this Declaration or any paragraph, sentence, clause, phrase or word, or the application thereof in any circumstance be invalidated, such invalidity shall not affect the validity of the remainder of this Declaration, and the application of any provisions, paragraph, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

16.05 Paragraph Titles. Paragraph titles used in this Declaration are for convenience of reference and are not intended to limit, enlarge or change the meaning of the contents of the various paragraphs.

16.06 Covenants Running With The Land. All restrictions, conditions, covenants and agreements contained herein shall, as to the Owner of each parcel, his heirs, successors and assigns operate as covenants running with the land effective as of the date of the recording of this Declaration.

16.07 Constructive Notice and Acceptance. Every person who now or hereafter owns or acquires any right, title or interest in or to any portion of the Property is and shall be conclusively deemed to have consented and agreed to every covenant,

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condition and restriction contained herein, whether or not any reference to this Declaration is contained in the instrument by which such person acquired an interest in said Property.

DATED: February 4, 1991

DECLARANT: JEFFERSON PLAZA ASSOCIATES, LTD., A New Mexico Limited Partnership

By: JMP ASSOCIATES, A New Mexico General Partnership
General Partner of Declarant

By: K & B ENTERPRISES, A New Mexico General Partnership
General Partner of JMP ASSOCIATES

By: _____
MIRKUTUB M. KHAN
General Partner of K & B Enterprises

By: _____
STEVEN E. BUSH
General Partner of K & B Enterprises

By: _____
WILLIAM R. THOMPSON
General Partner of JMP Associates

By: _____
PAUL A. ANTHONY
General Partner of JMP Associates

By: SAVRON ASSOCIATES, A New Mexico General Partnership
General Partner of JMP Associates

By: _____
RONALD D. MENDELZON
General Partner of Savron Associates

By: _____
S. VICTOR SAVINO
General Partner of Savron Associates

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STATE OF NEW MEXICO)
) ss.
COUNTY OF BERNALILLO)

The foregoing instrument was acknowledged before me this 4th day of February, 1991, by Mirkutub M. Khan, general partner of K & B Enterprises, a New Mexico general partnership, on behalf of said partnership, which is a general partner of JMP Associates, a New Mexico general partnership, on behalf of said partnership, which is the general partner of Jefferson Plaza Associates, Ltd., a New Mexico limited partnership, on behalf of said limited partnership.

Cynthia L. Grochar
Notary Public

My commission expires:
1-19-94

STATE OF NEW MEXICO)
) ss.
COUNTY OF BERNALILLO)

The foregoing instrument was acknowledged before me this 4th day of February, 1991 by Steven E. Bush, general partner of K & B Enterprises, a New Mexico general partnership, on behalf of said partnership, which is a general partner of JMP Associates, a New Mexico general partnership, on behalf of said partnership, which is the general partner of Jefferson Plaza Associates, Ltd., a New Mexico limited partnership, on behalf of said limited partnership.

Cynthia L Grochar
Notary Public

My commission expires:
1-19-94

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STATE OF NEW MEXICO)
) ss.
COUNTY OF BERNALILLO)

The foregoing instrument was acknowledged before me this 4th day of February, 1991, by William R. Thompson, general partner of JMP Associates, a New Mexico general partnership, on behalf of said partnership, which is the general partner of Jefferson Plaza Associates, Ltd., a New Mexico limited partnership, on behalf of said limited partnership.

Cynthia L. Grogher
Notary Public

My commission expires:

1-19-94

STATE OF NEW MEXICO)
) ss.
COUNTY OF BERNALILLO)

The foregoing instrument was acknowledged before me this 4th day of February, 1991, by Paul A. Anthony, general partner of JMP Associates, a New Mexico general partnership, on behalf of said partnership, which is the general partner of Jefferson Plaza Associates, Ltd., a New Mexico limited partnership, on behalf of said limited partnership.

Cynthia L Grogher
Notary Public

My commission expires:

1-19-94

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STATE OF NEW MEXICO)
COUNTY OF BERNALILLO) ss.

The foregoing instrument was acknowledged before me this 4th day of February, 1991, by Ronald D. Mendelzon, general partner of Savron Associates, a New Mexico general partnership, on behalf of said partnership, which is a general partner of JMP Associates, a New Mexico general partnership, on behalf of said partnership, which is the general partner of Jefferson Plaza Associates, Ltd., a New Mexico limited partnership, on behalf of said limited partnership.

Cynthia L. Grochar
Notary Public

My commission expires:
1-19-94

STATE OF NEW MEXICO)
COUNTY OF BERNALILLO) ss.

The foregoing instrument was acknowledged before me this 4th day of February, 1991, by S. Victor Savino, general partner of Savron Associates, a New Mexico general partnership, on behalf of said partnership, which is a general partner of JMP Associates, a New Mexico general partnership, on behalf of said partnership, which is the general partner of Jefferson Plaza Associates, Ltd., a New Mexico limited partnership, on behalf of said limited partnership.

Cynthia L Grochar
Notary Public

My commission expires:
1-19-94

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SCHEDULE "A"
TO
FIRST AMENDED
DECLARATION OF RESTRICTIVE
COVENANTS FOR THE
JEFFERSON OFFICE PLAZA

A parcel of land being Lots 1A1, 2A1, 2A2 and Tract "A-1-A" JEFFERSON OFFICE PLAZA, situate within Section 35, Township 11 North, Range 3 East, N.M.P.M., in the City of Albuquerque, County of Bernalillo, State of New Mexico, as the same is shown and designated on the recorded replat of Lots 1A1, 2A1, 2A2 and Tract "A-1-A" JEFFERSON OFFICE PLAZA filed in the office of the County Clerk of Bernalillo County, New Mexico on October 17, 1990, in Book 90C, page 257, as Document No. 9080662.

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SCHEDULE "B"
TO
FIRST AMENDED
DECLARATION OF RESTRICTIVE
COVENANTS FOR THE
JEFFERSON OFFICE PLAZA

Parking and Access Easement

The parking and access easement granted in Section 3.03 of this Declaration includes:

1. The right to park on all parking spaces provided on the Property. The location of such parking spaces is shown on the Illustrative Site Plan for Jefferson Office Plaza approved by the City of Albuquerque Planning Director on October 18, 1990 ("Site Plan").

2. The right of ingress and egress between such parking spaces and the Common Area, the public right-of-way and any other access easements across the paved areas of the Property as shown on the Site Plan.

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RECEIVED
JUN 28 1991

WMS-MESA LIMITED PARTNERSHIP
4640 Jefferson St. NE
Albuquerque, New Mexico 87109

June 27, 1991

Bernie Montoya, Engineering Asst.
Hydrology Department
City of Albuquerque
400 Marquette, City Hall Bldg.
3rd Floor, Room 301
Albuquerque, NM 87102

Dear Mr. Montoya:

We are writing in connection with your recent discussions with Mr. Jim Rogers of Claudio Vigil Architects concerning the unpaved road that runs between Lot 2-A-2 and Hospital Loop Road. WMS-Mesa Limited Partnership acknowledges the potential for soil and sediment run-off onto the Partnership's property resulting from the fact that this roadway currently is unpaved. WMS-Mesa Limited Partnership agrees to waive, and to hold harmless the City in respect of, any and all claims that the Partnership may have against the City of Albuquerque in respect of any damages that the Partnership may suffer as a consequence of that roadway being unpaved.

If you have any questions in regard to the foregoing, please contact Mr. Rogers at Claudio Vigil Architects.

Very truly yours,

WMS-MESA LIMITED PARTNERSHIP,
a New Mexico limited partnership

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By: Women's Medical Specialists, P.C., General Partner

By: _____
William C. Johns, M.D.,
President

By: Mesa Mental Health Professionals, P.C., General Partner

By: _____
Gayle L. Zieman, Ph.D.
President

STATE OF NEW MEXICO)
)ss.
COUNTY OF BERNALILLO)

The foregoing instrument was acknowledged before me on the 27th day of June, 1991, by William C. Johns, M.D., President of Women's Medical Specialists, P.C., a New Mexico corporation, for and on behalf of that corporation.

_____
Notary Public

OFFICIAL SEAL
DIANA STONEBERGER
NOTARY PUBLIC - NEW MEXICO
Notary Bond Filed with Secretary of State
My Commission Expires 09/12/93

My commission expires:

_____

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STATE OF NEW MEXICO)
)ss.
COUNTY OF BERNALILLO)

The foregoing instrument was acknowledged before me on the 27th day of June, 1991, by Gayle L. Zieman, Ph.D., President of Mesa Mental Health Professionals, P.C., a New Mexico corporation, for and on behalf of that corporation.

Notary Public

My commission expires:

OFFICIAL SEAL
DIANA STONEBERGER
NOTARY PUBLIC - NEW MEXICO
Notary Bond Filed with Secretary of State
My Commission Expires 09/12/93

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City of Albuquerque
P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

F17/D

RECEIVED
MAR 28 1991
HYDROLOGY DIVISION

March 26, 1991

PROJECT ACCEPTANCE LETTER

Mr. Bruce Hale
J.R. Hale Contracting Company, Inc.
P. O. Box 25667
Albuquerque, NM 87125

RE: JEFFERSON OFFICE PLAZA II, PROJECT NO. 3647.91

Dear Mr. Hale:

The above referenced project has been completed according to the plans and specifications. The project consisted of the installation of 312' of 8" PVC water line and one 8" gate valve. This improvement completes the water line connection between Jefferson Lane and Hospital Loop Road as shown on Map No. F-17. The project is located on the north side of Hospital Loop Road N.E. approximately one block east of Jefferson.

The City of Albuquerque accepts the referenced project as a whole and the contractual correction period began March 22, 1991. The correction period on this project is for one (1) year.

Sincerely,

Brian L. Speicher, P.E.
Chief Construction Engineer
Design/Construction Division
Engineering Group
Public Works Department

BLS:kt

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0000 0000 0609

cc: Jefferson Plaza Associates, Ltd.
Greiner, Inc.
Jim Hicks, Engineering Group, PWD
Denise Wilcox, Engineering Group, PWD
Fred Aguirre, Engineering Group, PWD
Lynda Michelle Devanti, Engineering Group, PWD
Terri Martin, Engineering Group, PWD
Steve Gonzales, Special Assessments
A. N. Gaume, Operations Group, PWD
Sam Hall, Operations Group, PWD
Jim Fink, Operations Group, PWD
Ray Chavez, Engineering Group, PWD
Jon Ertsgaard, Water/Wastewater Group, PWD
Dave Parks, Engineering Group, PWD
Tom Kennerly, Engineering Group, PWD
Josie Gutierrez, New Meter Sales, Finance Group, PWD
Claudia Gallegos, Standby Clerk, Finance, PWD
Richard Zamora, Engineering Group, PWD
f/Project No. 3647.91
f/Readers
f/Warranty:Contract

(INP 139728)

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)Developer: JEFFERSON PLAZA ASSOCIATES
Street: 5971 JEFFERSON BLVD. NE City: ALBUQUERQUE State: NM ZIP: 87109
Contact: JOHN BLOCK Phone: (505) 345-3999

Legal Description:
)Subdivision: JEFFERSON OFFICE PLAZA
Location: JEFFERSON / HOSPITAL
SIA Agreement Executed: 11 21 90 Extension Deadline Date: mm dd yy
SIA Last Executed Agr.: mm dd yy Requesting Final Plat Approval: Y (Y/N)
Agreement Deadline: 03 01 91 Site Development Plan: (Y/N)
Agreement Release Date: mm dd yy Fin. Guarantee Release Date: mm dd yy
City Engineer/AMAFCA Approval Date: 01 11 91
)Lookup 5:Nxt-Agr 9:ADD-new agreement
16:END 17:COPY-to new agreemnt 28:Explain RETURN: Nxt screen
Company: PRD Application: DDT 01 User: FRO Friday 01/11/91 13:15

Last Key:
Mode: CHG Scan: Y

F17-D14-B1

DRB 88-560

10/30/90

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*********************  Agreement Log Entry - 2 of 2  *********************1
==========================================================================

)Financial Institution:  FIRST INTERSTATE
 Officer: C.A. KITERMAN, VICE PRESIDENT      ID No.: 02298
 Street:  City:  State:  ZIP:
 Guarantee Type:  IRRREVOCABLE STANDBY LETTER OF CREDIT
          Amount: $ 10700.00  Expiration:  05 01 91 03 00

 Reduction 90% of Loan Reserve Available: N  (Y/N)
 SIDEWALK VARIANCE
             Executed Agreement: mm dd yy        Deadline: mm dd yy
       Last Executed Agreement: mm dd yy   Ext. Deadline: mm dd yy
      Financial Guarantee Type:
                     Guarantor:
                        Amount: $ 0.00   Expiration: mm dd yy hh mm
        Agreement Release Date: mm dd yy    Financial Release Date: mm dd yy

 Holding Account/Fin. Guarantee - Activity No.: 700011  Account No.: 233100
                                Account Amount: $ 2631.65
)Lookup  4:Prv-Scr  5:Nxt-Agr  16:End  28:Explain   RETURN:Sve/Nxt
 Company: PRD    Application: DDT 01     User: FAO     Friday     01/11/91 13:13

 Last Key:                                                   Mode: CHG  Scan: Y

 *********************  Agreement Log Entry - 1 of 2  *********************1
)Type: B  SUBDIVISION IMPROVEMENTS AGREEMENT
)Status: 40 IN PROCESS                                  Acceptance Dates
 Title: JEFFERSON OFFICE PLAZA II                 Pub: mm dd yy Priv: mm dd y
 Contract Control No.: 9100517    Map No.:  F-17     SV No:
 DRB No 90-367 Hearing: 10 23 90 Infrastructure: 8" WATERLINE
 Plat No   Plat File Date mm dd yy  Work Order Date Issued: mm/dd/yy
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