L 22/D21

3 PLANS

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

September 22, 1981

Christopher L. Weiss, P.E.
Consultant Tierra Sol, Inc.
P.O. Box 142
Sandia Park, N.M. 87047

RE: DRAINAGE REPORT AND GRADING PLAN-WENONAH VILLAGE JULY, 1981
(FILE NO. L22-D21)

Dear Mr. Weiss:

Attached are my review notes for the referenced Drainage Report. Please address the items checked "NO" on the Drainage Report checklist and any corresponding comments. This Report was not reviewed for construction detail, therefore, if this Report is intended for construction purposes, please comply with the Construction Plan Requirements Checklist (also attached).

With your re-submittal, would you please complete the Drainage Report Information Sheet attached to the checklists for our records and future correspondence.

If you have any questions concerning the above, please feel free to call me.

Sincerely,

Fred J. Aguirre, P.E.
Civil Engineer/Hydrology

FJHA/tsl

cc: Reading File
Drainage File

MUNICIPAL DEVELOPMENT DEPARTMENT
Richard S. Heller, P.E., City Engineer ENGINEERING DIVISION Telephone (505) 766-7467

Consultants terraSol inc.
P.O. Box 142 Sandia Park, New Mexico 87047 (505) 281-1991

September 30, 1981

Mr. Fred Aguirre, P.E.
Civil Engineer/Hydrology
P.O. Box 1293
Albuquerque, New Mexico 87103

RE: Drainage Report and Grading Plan, Wenonah Village (File No. L22-D21)

Dear Fred:

The drainage report was submitted for master plan purposes only. The grading construction details will be submitted with each building permit by the architect.

The following comments correspond to the Drainage Report Checklist:

Comment 1: I will notify the owner that he has the option of having either the City or myself provide certifications of the grading/drainage plans. Additionally, there is no planning history at this time because the developer is planning to complete the project under condominium procedures, which will not involve the City Planning Department. In regard to flood hazard status, the existing FHBM, Page 9, shows the site area free from any flood hazard.

Comment 2: With regard to the proposed discharge points exiting onto the adjacent apartment site, Point 1 has a release rate of 2 cfs through an 8" diamenter pipe under a head of 0.8'. Point 2 has a release rate of 4.5 cfs under a head of 0.8' for 2-9" diameter pipes. Point 3 has a release rate of 6 cfs under a head of 0.8' for 2-10" diamenter pipes. The grading plan has been changed accordingly to reflect this pipe data. The net effect will be ponded water up to the top of the respective pipe outlets with waters not encroaching on the 15' requirement from foundations.

Comment 3: Offsite drainage is presently limited to the undeveloped tract east of the site with flow calculations covered by the report.

Comment 3.5: All runoff will flow to the pond areas for discharge onto outlet swales which will allow infiltration into the ground. This routing should accommodate small irrigation runoff without discharge leaving the site.

Comment 4: The apartment site to the west of this project has defined, grassed swales with under-wall drains leading to the paved areas. The report for the apartment site accounted for substantially greater flows than the site will actually release. Point 1 has an allowable release rate of 4 cfs vs. 2 cfs actual. Point 2 has an allowable release rate of 8.2 cfs vs. 4.5 actual. Point 3 has an allowable release rate of

8.8 cfs vs. 6 cfs. Point 4 has an allowable release rate of 3.2 cfs vs. 1 cfs actual.

Comment 5: I have supplied the owner/developer with the required documents for pond maintenance and commitments.

Comment 6: The scale used conformed to the subdivision review process standards. The architect will supply individual site grading plans at a larger scale. A legal description has been added to the plans.

Comment 7: The T.B.M. is located at the NW corner of the site on the end of the existing curb on the south side of Wenonah Ave. City B.M. 2422 Per Surveyor

Comment 8: The drainage facilities of the apartment site is downstream of the site and is adequate to handle this discharge. (See Comment 4).

Comment 9: The tract of land which has been identified as an archeological site is located south of Singing Arrow Ave., which lies several hundred feet south of this site.

Comment 10: The report was in error in stating that drainage basin 3 is routed through the pond. It has direct discharge to outlet Point 2.

Comment 11: See Comment 2.

Comment 12: Details already on the grading plan have been further defined with notes for clarification. Finished floor elevations have been redone to show the sea level index.

Comment 13: The developer plans to complete all grading operations at one time, with follow-up construction of the internal streets, curbs, etc. There won't be any areas left unattended for any length of time before final landscaping is completed with the project.

Sincerely,

Christopher L. Weiss, P.E.
President

CLW/vw

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

October 1, 1981

Mr. Christopher L. Weiss, P.E.
President
Consultant Terra Sol Inc.
P. O. Box 142
Sandia Park, New Mexico 87047

RE: Drainage Report and Grading Plan, Wenonah Village (File No. L22-D21) Revised: 9/30/81

Dear Mr. Weiss:

The referenced drainage report is conceptually approved. Please advise your client that when building permits are requested compliance with the construction checklists will be required.

Also the Drainage Covenant must be submitted before construction plans can be processed.

If you have any questions about this matter, please feel free to call me at 766-7644.

Sincerely,

Fred Aguirre, P.E.
Civil Engineer/Hydrology

FA/el

cc: Drainage Files
Reading File

City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

MAYOR
Harry E. Kinney

CHIEF
ADMINISTRATIVE OFFICER
Frank A. Kleinhenz

March 31, 1982

Wenonah Partnership
6400 Uptown Boulevard NE
Suite 525 E
Albuquerque, New Mexico 87110

RE: S-81-31

Dear Sirs:

On Thursday, March 25, 1982, the Subdivision Review Board approved the above-noted subdivision request with the following Findings:

1. The property is zoned R-2 and does allow the platting, as proposed.

2. The Board is cognizant of the Plan for the neighborhood, but does not feel it is appropriate to hold up subdivision approval until the plan has been finalized.

3. Cash-in-lieu of land, to the satisfaction of Parks and Recreation, will be required of the developer.

4. Sidewalks shall be provided throughout the development.

5. The fire hydrant must be moved into the street right-of-way or an easement must be provided.

6. A specific alignment must be provided for water lines.

7. The entrance road must be improved to City standards.

8. The Homeowner's Association agreement must be filed with the subdivision.

9. The private streets should be stubbed, not to extend to the site's perimeter.

MUNICIPAL DEVELOPMENT DEPARTMENT

Vern C. Hagen, City Planner PLANNING DIVISION Telephone (505) 766-7422

AN EQUAL OPPORTUNITY EMPLOYER

S-81-31
March 31, 1982

If you have any questions regarding this matter, please do not hesitate to contact this office.

Sincerely yours,

Gene Mares

Gene Mares, Principal Planner

GM:ytc

cc: Gary E. Gritsko, Southwest Surveying, 215 Marble NW, 87102
James Lewis, Schlegel/Lewis, Architects, 1620 Central Avenue SE, 87106
Ken Tekin, Ken Tekin, Inc., 3900 Eubank NE, Suite 17, 87111
Jean Nelson, Schlegel/Lewis, Architects, 1620 Central Avenue SE, 87106
Chris Weiss, CTS, Inc., P.O. 142, Sandia Park, 87047
George W. Bujol, Singing Arrow Neighborhood Association, 12614 Singing Arrow Avenue SE, 87123

City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

L22-D21

DRAINAGE REPORT INFORMATION SHEET

PROJECT TITLE Wenonah Village D21 Drainage Plan

ZONE ATLAS PAGE NO. L-22 CITY ADDRESS Located at end of Wenonah Ave.

LEGAL ADDRESS Lots 1 & 2, Blk 2, Fale Add.

ENGINEERING FIRM CTS CONTACT Chris

ADDRESS 1100 Alvarado NE/Suite B PHONE 266-3444

OWNER Ken Tekin CONTACT Ken

ADDRESS 3900 Eubank NE/Suite 17 PHONE 883-5151

ARCHITECT/SURVEYOR Schlegel/Lewis CONTACT Jim

ADDRESS 1620 Central Ave SE PHONE 247-1529

DATE SUBMITTED 4-9-82

BY CLW

RECEIVED

APR 12 1982

ENGINEERING

MUNICIPAL DEVELOPMENT DEPARTMENT

Richard S. Heller, P.E., City Engineer ENGINEERING DIVISION Telephone (505) 766-7467

KEN TEKIN, INC.
Realtor - Developer - Property Manager

SAN GABRIEL PLAZA • 3900 EUBANK BLVD., N.E. • SUITE 17 NORTH
ALBUQUERQUE, NEW MEXICO 87111
(505) 298-7522

April 26, 1982

Mr. Chris Weiss
Consultant Terra Sol, Inc.
P.O. Box 142
Sandia Park, NM 87047

RE: Drainage Approval
Wenonah

Dear Chris:

Please find enclosed a copy of the Declaration of Covenants and Restrictions for the above captioned project.

We realize that you are requesting this material in order to obtain drainage appoval on our project.

In addition, please advise the people you are working with, regarding the drainage approval, that we will have our plat completed as soon as we have our final meeting with you, the architect, and the surveyor. We merely want to hold off to the very end in case any other departments want to add any notations on the final plat.

As soon as we have the final meeting, we hope to have the plat completed within a few days.

As soon as you know when you are ready to meet, please advise us in order that we may set up this meeting. In addition, if there is any further information that you may need, please let us know.

Sincerely,

Ken Tekin, CPM, CSM

KT:cfr

Enclosures

cc: Hines Corporation

Member, International Council of Shopping Centers

Accredited Management Organization™

KEN TEKIN, INC.
Realtor - Developer - Property Manager

SAN GABRIEL PLAZA • 3900 EUBANK BLVD., N.E. • SUITE 17 NORTH
ALBUQUERQUE, NEW MEXICO 87111
(505) 298-752.

May 4, 1982

Mr. Fred Aguirre, PE
Hydrology Department
City of Albuquerque
123 Central Ave., S.E.
Albuquerque, NM 87102

RE: Wenonah Project
Drainage Approval

Dear Fred:

We are addressing this letter to you as per your request since you have been working directly with Chris Weiss, the engineer, who is handling all our engineering work on the above captioned property.

Regarding this project, it is our understanding of the following:

1. We will submit a plat to you showing all private and public easements very shortly.

2. This plat will also eliminate lots one (1) and two (2) and make it one tract.

3. We are enclosing to you a copy of the drainage covenant on the City of Albuquerque's standard form which has already been executed by the Property Owner.

4. All offsite streets and utility improvements will be completed per the construction plan to be submitted to you by Chris Weiss.

5. We will obtain site and improvement certification by Chris Weiss upon completion.

6. We realize that no Certificate of Occupany will be issued on this project until the above items are completed.

Member, International Council of Shopping Centers

Accredited Management Organization™

Thank you for your time and cooperation. If there is any further data that you may need, please advise us.

Sincerely,

Ken Tekin, CPM, CSM

KT:cfr

Enclosures

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

May 7, 1982

Christopher L. Weiss, P.E.
Consultant Tierra Sol, Inc.
P.O. Box 142
Sandia Park, N.M. 87047

RE: DRAINAGE REPORT AND GRADING PLAN - WENONAH VILLAGE APRIL 4, 1982
(FILE NO. L22-D21)

Dear Mr. Weiss:

The referenced drainage report is approved subject to the conditions stipulated in Mr. Tekins letter dated May 4, 1982.

If you have any questions regarding this approval, please feel free to call me at 766-7644.

Sincerely,

Fred J. Aguirre, P.E.
Civil Engineer/Hydrology

FJA/el

cc: Drainage File
Reading File

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

DM file

October 1, 1982

L22-021

Mr. Chris Weiss
Consultants Terra-Sol
1100 Alvarado N.E., Suite B
Albuquerque, N.M. 87110

RE: WHENONAH VILLAGE PLATTING CONCERNS

Dear Chris:

Per our recent conversation, I am supplying concerns of this office which should be addressed prior to signoff of the plat.

a. The private, utility and access easements should also be designated as PRIVATE DRAINAGE EASEMENTS.

b. PRIVATE DRAINAGE EASEMENTS should be provided along the lot lines if a common swale is indicated on the grading plan.

c. Do the ponds discharge through existing drainage easements located west of the property? If not, such easements must be acquired.

I have checked with C.N. Easterling, Princ. Asst. City Engineer, and he concurs that these are the remaining issues that should be addressed.

If you or your client have any questions, please call.

Very truly yours,

Brian G. Burnett

Brian G. Burnett
Civil Engineer/Hydrology

BGB/tsl

CITY OF ALBUQUERQUE

ALBUQUERQUE, NEW MEXICO

INTER-OFFICE CORRESPONDENCE November 12, 1982 REF. NO._____

TO: Malcolm deVesty, Assistant City Attorney

FROM: Charles M. Easterling, Princ. Asst./City Engineer

SUBJECT: DRAINAGE EASEMENT FOR WHENONAH VILLAGE

Brian Burnett, of my staff, has informed me that you had several questions about the referenced drainage easement (see enclosure).

The original drainage plan for the Whenonah Village Development called for runoff generated in the Whenonah tract to discharge westward onto the paved area of an existing apartment complex. This plan was satisfactory if a drainage easement could be obtained from the property owners of the complex. To date, this has not been accomplished and it appears that the owners are not willing to grant the easement.

Therefore, this office suggested to Mr. Ken Tekin, developer of the tract, that he investigate the possibility of obtaining a drainage easement across land now owned by the City. Utilizing this easement for runoff is a viable solution because the existing topography provides the necessary slope for draining the development and the outfall conforms to preliminary plans for the park.

Please let me know the status of this proposal at the earliest possible date. Thank you for your help.

CME/BGB/tsl

cc: Al Boberg, Asst. Director, Golf/Park Management

APPLICATION FOR SIDEWALK VARIANCE

Menaul DR file

Instructions: Please provide all the information requested below. Use additional sheets, if necessary. PRINT OR TYPE IN BLACK INK ONLY. Seven (7) copies of the sketch of request must be submitted with the application, and after folding, copies shall not exceed 8 1/2 x 14 inches.

L 22 - 021

NATURE OF VARIANCE REQUESTED: CHECK ALL APPLICABLE

Width ___ Placement X Waive Installation Requirement ___ Other (specify) ___

1. APPLICANT INFORMATION:

a. Applicant: Keranah Partnership Phone: 884-8797

Mailing Address: 3900 Eubank NE #17N Zip Code: 87112

Applicant's interest in property: Owner

b. Agent (if any): Schlegel-Lewis Phone: 247-1529

Mailing Address: 1620 Central SE Zip Code: 87106

c. Applicant's Signature: _____ Date: 5/10/83

d. Agent's Signature: Jean Z. Nelson

2. LOCATION OF REQUEST

a. Street Address (if any): 13100 - 13160 Keranah SE

Between East of Dorado Street and South of Central Street

b. Legal Description: Lot(s) 1-16 Block(s) _____

in Keranah Village Subdivision/Addition

3. REASON FOR REQUEST: Answer the following questions (8-6-16 R.O. 1974)

a. Is the area subject to a site development plan review as a planned unit development? yes. - approved 82-113

b. What are the special conditions that make it desirable not to construct sidewalks consistent with the Sidewalk Ordinance?

4' min. needed between property line & sidewalk for slope for drainage.

SV: _____

Case Number L-22

Map Number: _____

12-7

DRB-83-260

Cross Ref. DRB-82-113

c. Would the sidewalk be located in an area which has historical, archeological, and/or architectural significance by the City, State or U.S. Government such that a variance is appropriate? NO.

d. Is the City's right-of-way of insufficient width to permit construction of a sidewalk of standard width and placement? If yes, what is the right-of-way, width of street curb to curb, setback area and width of sidewalk? NO.

e. Is there a mature tree(s) located such that a variance is desirable? If yes, describe the tree(s). NO.

f. Are there any pre-existing obstructions that cannot be easily or economically relocated or should not be altered, such as water meters, fire hydrants, utility poles or manholes? If yes, please describe the obstruction(s). NO.

g. Are the adjoining sidewalks non-standard as to width or location? sidewalk across street is set to curb.

h. Would the established neighborhood character or mature landscaping on the site be damaged to such an extent that it would outweigh the public benefit of the normal sidewalk requirements. If yes, describe what the characteristics are. NO.

4. ATTACHMENTS: SKETCH OF REQUEST (use separate sheet & attach five (5) copies)

****

PLANNING DIVISION INTERNAL USE ONLY

Application Received by: _____ Date: _____

Meeting Date: _____

Copy Distribution:

Original - EPC Secretary/Case File
City Engineer, Inspection
Traffic Engineer
Water Resources
Planning
Fire

SV: _____
Case Number

Map Number: _____

P.O. Box 142, Sandia Park, New Mexico 87047

August 2, 1983

Mr. Fred Aguirre, Acting City Hydrologist
City of Albuquerque
City Engineer's Office
Post Office Box 1293
Albuquerque, New Mexico 87103

Re: Wenonah Village Phase 1 Grade Certification

Dear Mr. Aguirre:

At the request of the developer, Hines Corporation and Mr. Skip Hines, I have surveyed Phase 1 of the Wenonah Village Development. Phase 1 comprises only the 4 northeasterly fourplexes. Attached hereto is the result of my survey of 7-29-83.

The grading of the 4 fourplexes, the finish floors, and the paving of Phase 1 of the development are in compliance with the approved drainage plan. The resulting drainage patterns are all directed to the intersection above the 4 northwesterly fourplexes and will drain westerly as the plan was designed.

Please consider this certification of the grades for Phase 1 of Winonah Village.

Thank you.

André Houle
NMPE No. 7876

AH:lp

cc: Frank Hines

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

August 4, 1983

Andre Houle
CTS, Inc.
P.O. Box 142
Sandia Park, NM 87047

REF: CERTIFICATION OF WENONAH VILLAGE

Dear Mr. Houle:

With respect to your letter of certification of Wenonah Village Phase 1, this office cannot release C.O.'s for the four plexes constructed without an approved drainage plan that identifies the phase of construction being certified.

I would recommend that your client forward to this office a revised drainage plan, for review and approval, that identifies the construction scheduling he proposes to follow. Interim drainage provisions may be appropriate until such time that the referenced project is completed.

If you have any questions regarding this requirement, please feel free to call me at 766-7467.

Sincerely,

Fred J. Aguirre
Civil Engineer/Hydrology

FJA:mrk

cc: Frank Hines, Hines Corporation
John Armstrong, Civil Engineer/Hydrology

Hines Corporation

August 4, 1983

Mr. Fred Aquirre, P.E.
City of Albuquerque
Hydrology Department
Albuquerque, NM

Re: Wenonah Project, 13100 - 13160 Wenonah

Dear Fred,

This letter is a request for a thrity day Temporary Certificate of Occupancy for this project.

Presently, we are installing the curb, paving, and drainage facilities that you asked to be done before issuing this Certificate of Occupancy and we guarantee that this work will be completed within the 30 day time limit.

We therefore respectfully request that you issue this Temporary Certificate of Occupancy.

Thank you.

Sincerely,

Skip Hines

Skip Hines

JCL:ncd

12800 LOMAS BLVD. NE. • ALBUQUERQUE, NM 87112 • (505) 298-4444 • LICENSE NO. 11891

Schlegel and Lewis
architects
1620 Central SE · Albuq., N.M. 87106 · (505) 247-1529

August 10, 1983

Mr. Fred Aquirre, P.E.
Hydrology Department
City of Albuquerque
Albuquerque, NM 87102

Re: Phasing Plan for Wenonah Plan, 13100 to 13160 Wenonah SE

Dear Fred,

Please find enclosed a phasing plan for this project.

The developer/contractor has informed us that Phase "A" ponding facilities will be finished by September 15, 1983, and that Phase "B" and Phase "C" ponding facilities are planned to be finished in another six to eight months. If you have any further questions, please call us.

Sincerely,

Christopher L. Weiss

Christopher L. Weiss, P.E.

JCL:rcd
encl.

CC: File

P.O. Box 142, Sandia Park, New Mexico 87047

November 15, 1983

Mr. Skip Hines
Hines Corporation
12800 Lomas Blvd. NE
Albuquerque, New Mexico

Ref; Wenonah Village

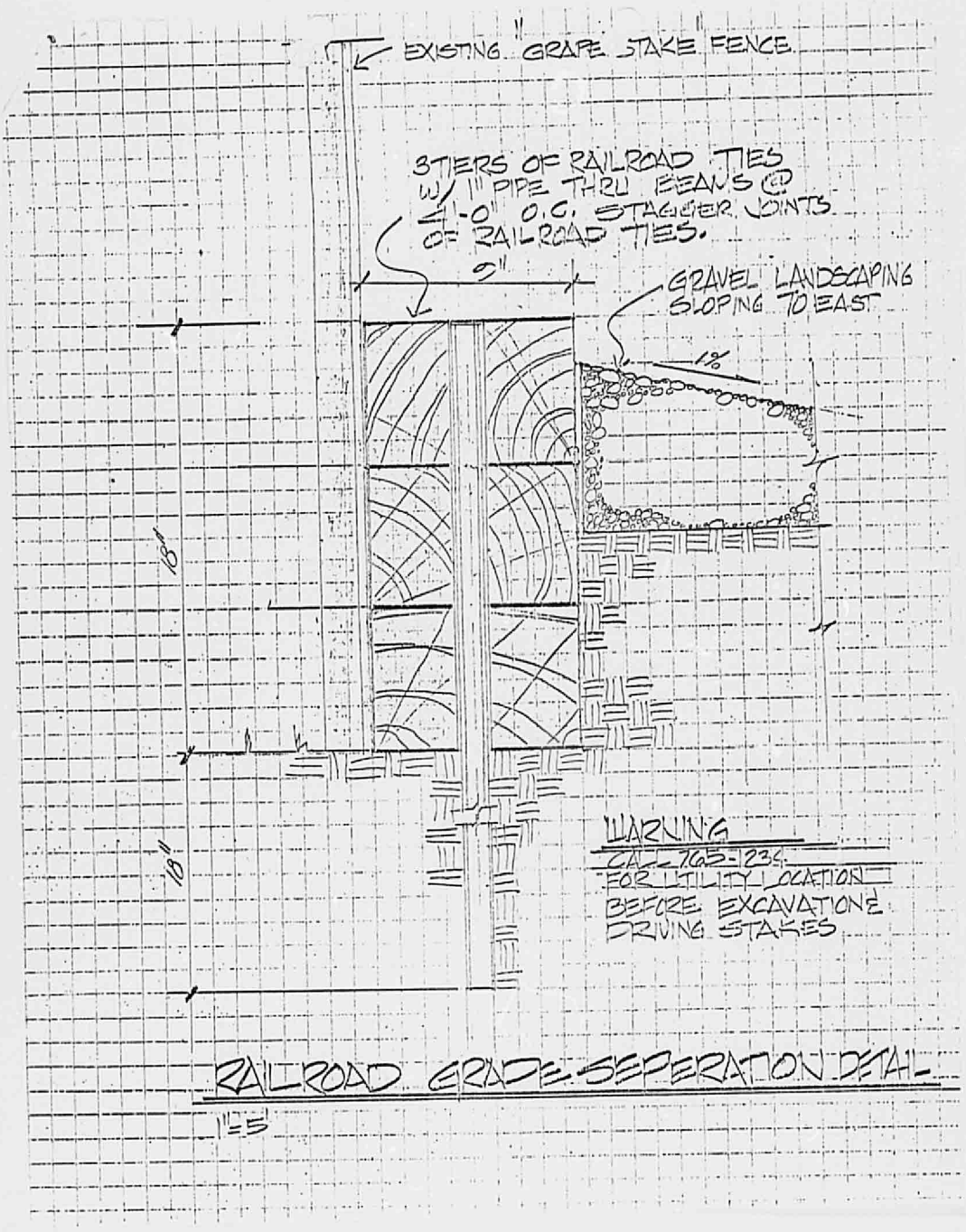
Dear Mr. Hines;

As per our meeting on November 10, 1983, with regards to the grade separation along the west property line, the attached is a detail of the railroad tie detail which will prevent developed flows from crossing the property line.

As is you have any questions or problems with this letter, please let me know.

Sincerely,

Andre Houle
Vice President
CTS, Inc.



RAILROAD GRADE SEPERATION DETAIL

1"=5

P.O. Box 142, Sandia Park, New Mexico 87047

November 17, 1983

Mr. Fred Aguirre-City Hydrology
City of Albuquerque
123 Central N.W.
Albuquerque, New Mexico 87103

REF: Wenonah Village Certificate of Occupancy

Dear Mr. Aguirre;

The following letter at the request of Mr. Frank Hines, is to synopsize our Tuesday, November 8, 1983 meeting regarding final requirement to obtain the certificate of Occupancy sign-off by the Hydrology Section of the City.

A. Phase A "as-built" certification by consulting engineer.

1. Construction of retaining wall along the west property line as per original approved plan, or City approved amended "as-built" plans.
2. "As-built" plan of interim facility in Phase C and engineers certification of adequacy to handle interim storm drainage. Phase C has been modified & approval contingent upon City review & approval of the modifications.

B. The certificate of Occupancy for Phase B will not be released without construction of Phase C and an approved outfall on the appropriate document for construction in Public R.O.W to Singing Arrow Road.

If this letter is in agreement with our meeting consider this a request of your concurrence by signing in the space below and returning a copy to me.

Thank You,
Andre Houle

Acknowledged

Name _____ Title _____ Date 11/10/83

P.O. Box 142, Sandia Park, New Mexico 87047

December 5, 1983

Mr. Fred Aguirre-City Hydrology
City of Albuquerque
123 Central N.W.
Albuquerque, New Mexico 87103

REF: Wenonah Village Certification of Occupancy

Dear Mr. Aguirre;

Transmitted herewith is my certified "As-Constructed" drawings for Wenonah Village. Phase A is now 100% complete and operational with an outfall to Singing Arrow Road.

Phase B is under construction and Phase C shall be completed in conjunction with that portion of this project. The Drainage improvements in Public R.O.W. is being reviewed by Q.R. Keilick and will be forwarded to you when complete and signed-off for construction.

Please consider this a request for Hydrology sign-off on the first 8 units in Wenonah Village, also known as Phase A, to obtain a Certificate of Occupancy.

I remain at your service to address any questions you may have to finalize Phase A of Wenonah Village.

Sincerely,

André Houle
C.T.S. Inc.

RECEIVED
DEC 07 1983
ENGINEERING

INFORMATION SHEET

PROJECT TITLE Phase A Wenonah Village TYPE OF SUBMITTAL As-Built

ZONE ATLAS PAGE NO. L22 CITY ADDRESS

LEGAL DESCRIPTION Lots 1 & 2, Block 2, Fale Addition

ENGINEERING FIRM CTS, Inc. CONTACT Andre Hoole

ADDRESS PHONE 266-3444

OWNER Frank Hines & Ken Tekin CONTACT

ADDRESS PHONE 298-4444

ARCHITECT Schelegel & Lewis CONTACT Jim Lewis

ADDRESS PHONE 247-1529

SURVEYOR CONTACT

ADDRESS PHONE

CONTRACTOR Hines CONTACT 266-3444

ADDRESS PHONE

DATE SUBMITTED 12/7/83

By

RECEIVED
DEC 07 1983
ENGINEERING

FILE COPY

City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

December 19, 1983

Andre Houle
CTS, Inc.
1100 Alvarado
Albuquerque, NM 87110

REF: CERTIFICATION OF WENONAH VILLAGE PHASE "A", DATED 12/7/83

Dear Mr. Houle:

The certification for Phase "A" of the referenced site is in accordance with the DPM checklist; therefore, this certified plan is approved.

If you have any questions, please feel free to call me at 766-7644.

Sincerely,

Fred J. Aguirre
Design Hydrologist

FJA:mrk

P.O. Box 142, Sandia Park, New Mexico 87047

February 8, 1984

Mr. Fred Aguirre, PE
City Hydrologist
City of Albuquerque
123 Central NW
Albuquerque, New Mexico 87103

Re; Wenonah Village / S.W. Quadrant only / Certification of improvements.

Dear Fred;

In response to a request by Mr. Frank Hines, Ron Forstbauer established as-built spot elevations, as shown on the enclosed plan. The as-built elevations of the pond and outlet system (pipe and spillway) for the south pond are in compliance with the approved plan, however there are several spots that do not comply with the plan, in particular, behind the buildings in the swale areas. I have inspected those areas, and although the elevations are different, the drainage concept is carried out in that flows around the buildings empty into the designed pond area. I feel that the final site configuration is in substantial compliance with the approved plan.

Sincerely,

Chris Weiss
C.T.S. Engineering

13 116
13 120
13 124
13 128

CONSULTANTS TERRA SOL INC. CIVIL ENGINEERING / RENEWABLE ENERGY DESIGN

P.O. Box 142, Sandia Park, New Mexico 87047

February 13, 1984

L22 D21

Mr. Fred Aguirre, PE
City Hydrology
City of Albuquerque
123 Central N.W.
Albuquerque, New Mexico 87103

Re; Wenonah Village, S.E. quadrant, as-built certification for C.O.

Dear Fred;

This letter concerns the final as-built of Wenonah Village. The "hard" improvements, such as curbs, walks and pavement are in compliance with the grading plan. The spot elevations on the swales around the buildings vary from the plan, but the concept of drainage has been carried out.

I feel that the site is in substantial compliance with the approved drainage plan.

Sincerely,

Chris Weiss

Christopher Weiss
C.T.S. Engineering Inc.

RECEIVED
FEB 14 1984
HYDROLOGY SECTION

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

February 16, 1984

Mr. Chris Weiss
CTS, Inc.
1100 Alvarado
Albuquerque, NM 87110

REF: CERTIFICATION OF WENONAH VILLAGE (L22-D21)

Dear Mr. Weiss:

Based on the information provided on your certification submittal of February 14, 1984, listed below you will find certain items that will need to be addressed before final approval is granted.

1. In the future, please provide a complete information sheet with certification submittals.

2. Plan will need to show Professional Certification Engineer's stamp dated and signed accompanied with a statement indicating substantial compliance with the approved drainage report and/or plan.

3. Complete as-built plan sheet 1 and 2 required.

4. Plans will need to reflect as-built conditions for Phase C for compliance with design. Also provide copies of construction approval from appropriate government agencies for construction within their Right-of-Way's and/or easements.

5. Need more as-built spot elevations and details along west property line reflecting the change in top of wall elevation (your as-built shows that the grade along the spillway was raised substantially reflecting that the top of wall is lower than the spillway invert elevation). Also, it is my understanding that the proposed concrete retaining wall was changed to a railroad retaining wall, please reflect these on the as-built.

6. In view of the substantial change in grade within the spillway, hydraulic computations will need to be provided to determine adequacy of structure including channel portion.

Mr. Chris Weiss
CTS, Inc.
1100 Alvarado
Albuquerque, NM 87110

If you have any questions regarding the above comments, feel free to call me at 766-7644.

Sincerely,

Bernie J. Montoya

Bernie J. Montoya
Hydrologic Engineering Tech.
C.E.

BJM:mrk

cc: Mr. Frank Hines, 12800 Lomas Boulevard NE, 87112

INFORMATION SHEET

PROJECT TITLE Wenonah Village TYPE OF SUBMITTAL C.O. Certif.

ZONE ATLAS PAGE NO. L-22 CITY ADDRESS _____

LEGAL DESCRIPTION Lots 1 & 2 / Blk 2, Fale Addition, Alby. N.M.

ENGINEERING FIRM CTS, Inc. CONTACT Weiss

ADDRESS 1100 Alvarado NE / 'A' PHONE 266-3444

OWNER Hines Corp. CONTACT Hines

ADDRESS _____ PHONE 298-4444

ARCHITECT Schlegal / Lewis CONTACT Lewis

ADDRESS _____ PHONE 247-1529

SURVEYOR _____ CONTACT _____

ADDRESS _____ PHONE _____

CONTRACTOR _____ CONTACT _____

ADDRESS _____ PHONE _____

DATE SUBMITTED 2/6/84

BY Chris Weiss

Use this Information Sheet when submitting the following:

Drainage report or plan, conceptual grading and drainage plan, engineer's certification plan, erosion plan and grading plan. Provide the information applicable to your submittal.

RECEIVED
FEB 6 1984
HYDROLOGY SECTION

P.O. Box 142, Sandia Park, New Mexico 87047

February 22, 1984

Bernie J. Montoya
Hydrologic Engineering Tech.
City of Albuquerque
123 Central N.W.
Albuquerque, New Mexico 87103

RE: C.O. for Wenonah Village (L-22-D-21) - S.E. Quadrant

Dear Bernie:

In reply to your letter of February 16, 1984, we are submitting the following information.

1. We are sending another information sheet with this submittal.

2. The plan already had a certification for Phase A, and we've added the certification for Phase B.

3.& 4. We have submitted both sheets with this letter. Additionally we have sent you a copy of the Phase C outlet and approvals to construct within the R.O.W.

5. Additional as-built spots provided and type of retaining wall changed on plans.

6. Total flow capacity of overflow swale is based on a plugged pipe situation for both ponds, or a total overflow rate of 18 c.f.s. This includes on-site and off-site flows. Based on an approximate triangular cross section, the overflow section would have to be 1.4 feet deep. The section taken at the outlet of the south pond has a depth of 3.2 .

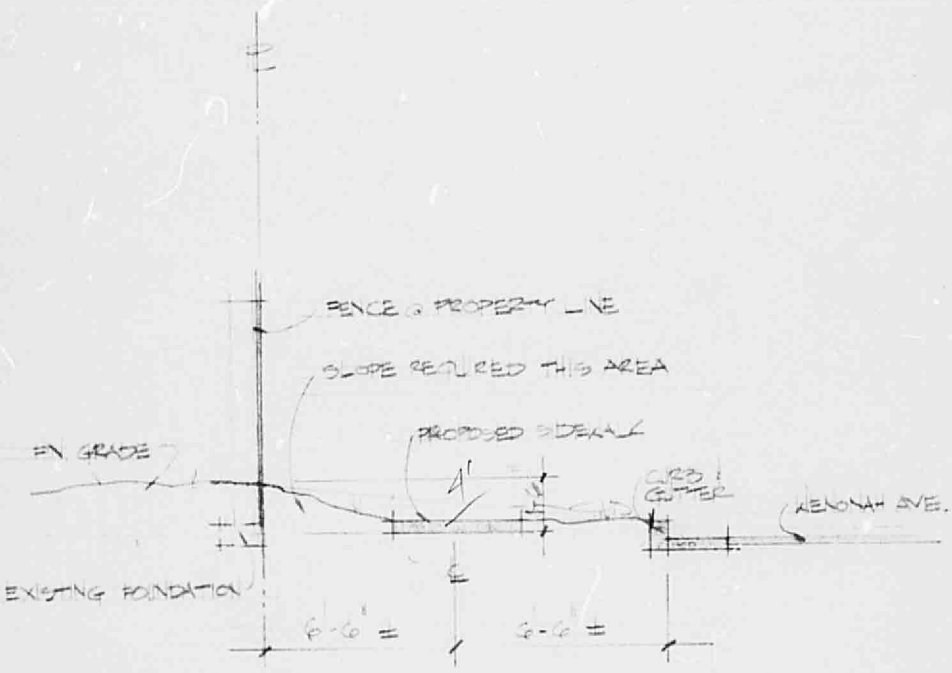
If you have any questions concerning the above information please call me.

Sincerely,

Christopher Weiss
C.T.S.

RECEIVED
FEB 23 1984
HYDROLOGY SECTION

CONSULTANTS TERRA SOL INC. CIVIL ENGINEERING / RENEWABLE ENERGY DESIGN



SECTION THROUGH SIDEWALK

1/2"=1'-0"

STATE OF NEW MEXICO
Don P. Schlegel
No. 218
James C. Lewis
No. 979
REGISTERED ARCHITECTS

Schlegel and Lewis architects

1620 Central SE • Albuq., N.M. 87106 • (505) 247-1529

SHEET

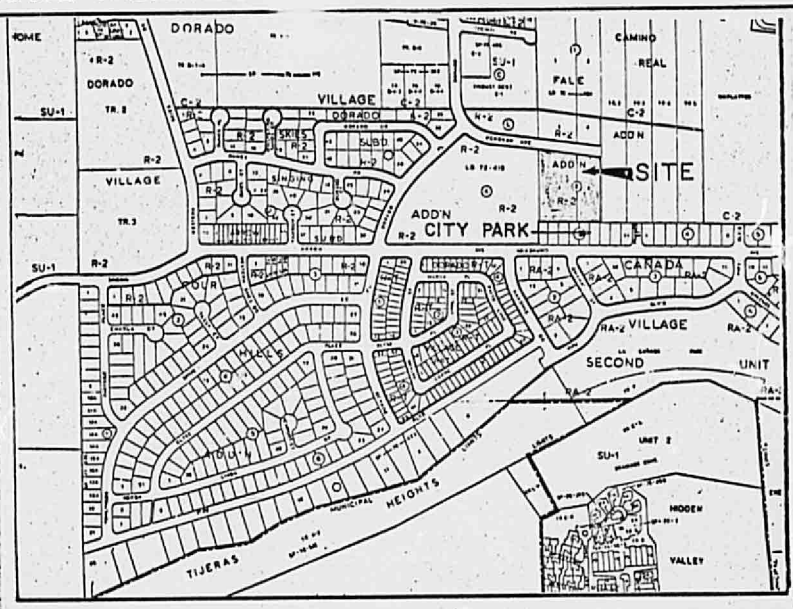
RENOWN VILLAGE
24 MAY 1983

DRB #83-280

P#10478

CITY OF ALBUQUERQUE

DRAINAGE FACILITIES WITHIN CITY RIGHT-OF-WAY



VICINITY MAP - L-22

FRANK HINES
12800 Lomas Blvd. N.E.
Albuquerque, New Mexico 87112

11-28-83
ANDRE HOULE
NEW MEXICO
7876
REGISTERED PROFESSIONAL ENGINEER

NOTICE TO CONTRACTOR

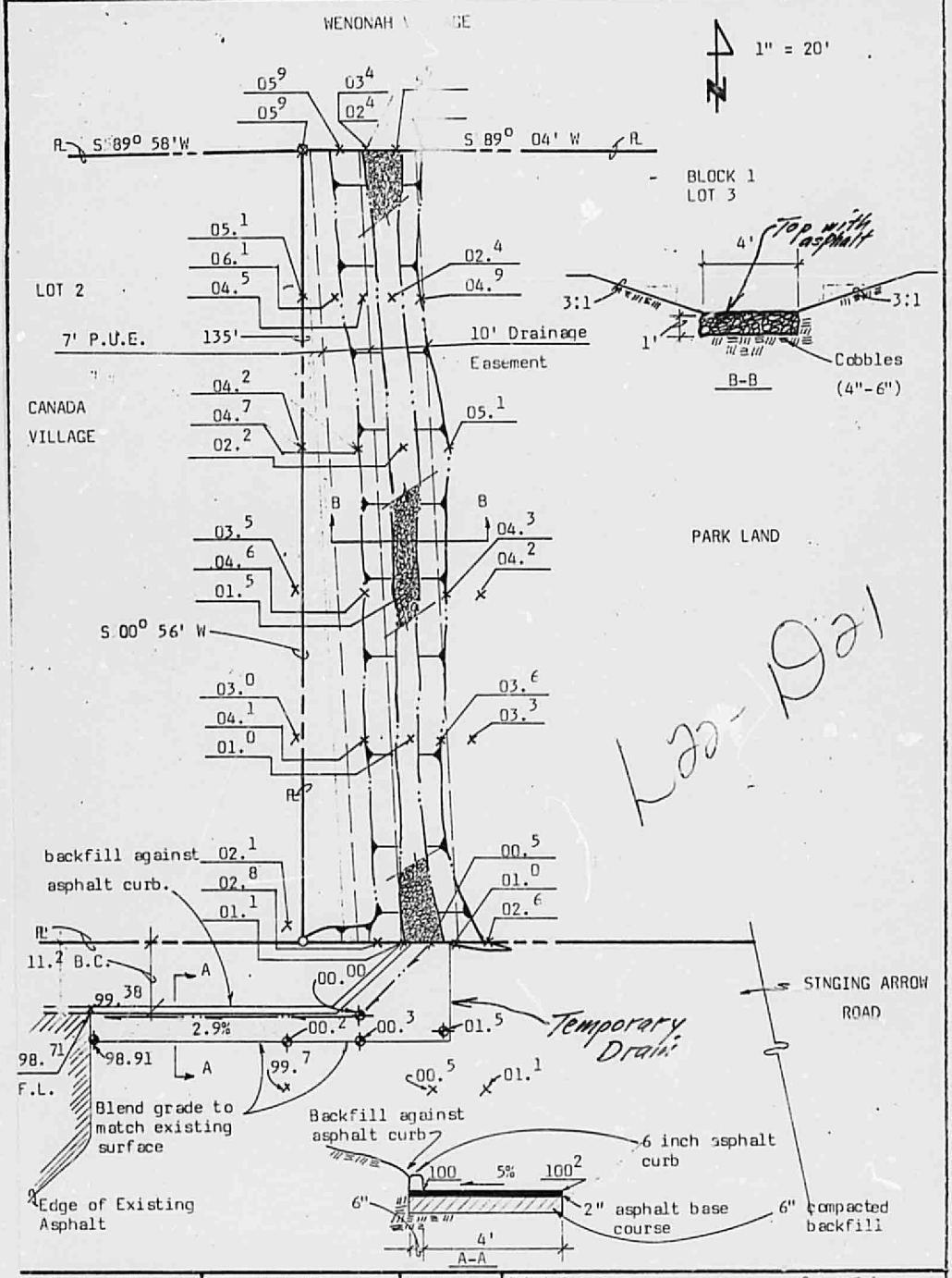
1. An excavation/construction permit will be required before beginning any work within City right-of-way. An approved copy of these plans must be submitted at the time of application for this permit.
2. All work detailed on these plans to be performed, except as otherwise stated or provided hereon, shall be constructed in accordance with "Contract Documents for City-Wide Utilities and Cash Paving No. 31 ".
3. Two working days prior to any excavation, contractor must contact Line Locating Service, 765-1234, for location of existing utilities.
4. Prior to construction, the contractor shall excavate and verify the horizontal and vertical locations of all obstructions. Should a conflict exist, the contractor shall notify the engineer so that the conflict can be resolved with a minimum amount of delay.
5. Backfill compaction shall be according to residential street use.

C-156

APPROVALS	NAME	DATE	TITLE:
A.C.E./DESIGN	[signature]	11 Dec 83	WENONAH VILLAGE OUTLET
INSPECTOR	[signature]	12/9/84	
A.C.E./FIELD	[signature]	12/24/84	PERMIT NO. / SHEET 1 OF 2 / MAP NO. L-22

CITY OF ALBUQUERQUE

DRAINAGE FACILITIES WITHIN CITY RIGHT-OF-WAY



L22-921

APPROVALS	NAME	DATE
A.C.E./DESIGN	[illegible]	11/00/83
INSPECTOR	[illegible]	2/24/84
A.C.E./FIELD	[illegible]	2/24/84

TITLE: WENONAH VILLAGE OUTLET

C-156

PERMIT NO.

SHEET 2 OF 2

MAP NO. L-22

DRAINAGE COVENANT

THIS COVENANT made this 4th day of May, 1982, by and between the City of Albuquerque, a municipal corporation, (City) and Wenonah Partnership, a New Mexico limited partnership (Owner, which term includes successors and assigns.)

RECITAL

The Owner is owner of certain real property located at Wenonah Boulevard, S.E. in Albuquerque, New Mexico, (the Property) and more particularly described as follows:

Lots numbered one (1) and two (2), Block numbered two (2) of the FALE ADDITION, an Addition to the City of Albuquerque, New Mexico, as the same is shown and designated on the plat of said Addition, filed in the office of the County Clerk of Bernalillo County, New Mexico on October 22, 1981

That pursuant to City ordinances, regulations, and other applicable laws, the Owner is required to install and/or maintain certain drainage facilities on the Property, and the parties wish to provide for an agreement as to the obligations and responsibilities for same.

DESCRIPTION OF FACILITIES

The following facilities are to be constructed and/or maintained by the owner:

As shown on the approved plan

CONSTRUCTION OF DRAINAGE FACILITIES

The Owner shall construct the drainage facilities in accordance with standards, plans, and specifications prescribed and approved by the City.

MAINTENANCE OF FACILITIES

The Owner shall, at his cost in accordance with the standards, plans, and specifications prescribed by the City, maintain said drainage facility. The City shall have the right to enter periodically upon the Property to inspect the drainage facility.

FAILURE TO COMPLY AND LIEN

In the event that the Owner shall fail to construct the drainage facility in accordance with standards, plans, and specifications prescribed and approved by the City or fail to adequately maintain said facilities, the City shall give the Owner notice in writing to construct, correct, or maintain said

facilities, and if the Owner fails to comply therewith within 30 days, the City may enter upon said property to perform the necessary construction or maintenance. The cost of the City's performing such construction or maintenance shall be paid by the Owner. In the event the Owner fails to pay said cost within thirty (30) days after being billed for same, the City may file a lien against the Property.

LIABILITY

The City shall not be liable for any damages to the Owner resulting from its construction, modification, or maintenance of said facilities.

NOTICE

The written notice provided for herein shall be accomplished by mailing same to:

Wenonah Partnership
c/o Ken Tekin, Inc.
3900 Eubank Blvd., N.E.
Suite 17 North
Albuquerque, New Mexico 87111

The Owner may change said address by giving written notice, certified mail, return receipt requested, to the City Engineer, City Hall, at 505 Marquette Street, Albuquerque, New Mexico, 87103.

INDEMNIFICATION AND HOLD HARMLESS

The Owner agrees to defend, indemnify, and hold harmless, the City, its officials, agents and employees from and against any and all claims, actions, suits, or proceedings of any kind brought against said parties for or on account of any matter arising from the drainage facility provided for herein or the Owner's failure to construct, maintain, or modify the drainage facility under this Covenant.

COVENANT RUNNING WITH THE PROPERTY

The obligation of the Owner set forth herein shall be binding upon the Owner, his heirs, and assigns, and the property of the Owner as described herein and will run with said property until released by the City.

OWNER: WENONAH PARTNERSHIP
BY: Ken Tekin, Inc., general partner

By: _____
Kenneth R. Tekin, President
Title: _____

REVIEWED BY THE LEGAL DEPARTMENT:

_____
Assistant City Attorney

CITY OF ALBUQUERQUE

_____
Chief Administrative Officer

ACKNOWLEDGEMENTS

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

The foregoing instrument was acknowledged before me this _____day of _____, 198_, by _____, _____
(Name of Officer) (Title)
_____, a _____
(Name of Corporation) (State of Incorporation)
corporation, on behalf of said corporation.

_____
Notary Public

My Commission Expires:
_____

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

The foregoing instrument was acknowledged before me this 4th day of May, 1982, by Kenneth R. Tekin, President, Ken Tekin, Inc., general partner
(Name of Acknowledging Partner or Partners)
on behalf of Wenonah Partnership,
(Name of Partnership)
a partnership.

OFFICIAL SEAL
KAREN P. CLARK
NOTARY PUBLIC - NEW MEXICO
Notary Bond Filed with Secretary of State
My Commission Expires 1-16-85

Karen P. Clark
Notary Public

My Commission Expires:
1-16-85

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

The foregoing instrument was acknowledged before me by _____, on this _____day of _____, 198_.

_____
Notary Public

My Commission Expires:
_____

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

The foregoing instrument was acknowledged before me this _____day of _____, 198_, by _____, Chief Administrative Officer of the City of Albuquerque, municipal corporation, on behalf of said corporation.

_____
Notary Public

My Commission Expires:
_____

82 62661

DRAINAGE EASEMENT

The City of Albuquerque, a municipal corporation, and Mary V. Johnson, Westley Randol Logan, and Rueben Rawlins Logan, hereby grant to Wenonah Partnership, a New Mexico Limited Partnership, the property owner immediately north of Lot 3, Block 1, Canada Village, a ten (10) foot wide drainage easement within Lot 3, Block 1, Canada Village, as the same is shown on corrective plat Canada Village Second Unit filed October 16, 1953 with the Bernalillo County Clerk.

Said ten (10) foot easement to be immediately abutting and east of the existing utility easement now shown at the west side of Lot 3, Block 1, Canada Village of the aforementioned replat and shown on the attached Exhibits A-1 and A-2.

REVIEWED BY THE LEGAL DEPARTMENT:

Malcolm W. deVesty
Assistant City Attorney

Mark Valdez 11-23-82
Parks & Recreation Dept.

CITY OF ALBUQUERQUE

Frank A. Kleinhenz
Chief Administrative Officer

Mary V. Johnson
Mary V. Johnson

Westley Randol Logan
Westley Randol Logan

12/1/82
Date

Rueben Rawlins Logan
Rueben Rawlins Logan

ATTEST:

Cinda Lucero
City Clerk

ACKNOWLEDGMENTS

STATE OF NEW MEXICO)
) SS
COUNTY OF BERNALILLO)

The foregoing instrument was acknowledged before me this 1st day of December, 1982 by Frank A. Kleinhenz, Chief Administrative Officer of the City of Albuquerque, municipal corporation, on behalf of said corporation.

Dale L. Grant
Notary Public

My Commission Expires:

12/18/84

STATE OF NEW MEXICO)
) SS
COUNTY OF BERNALILLO)

The foregoing instrument was acknowledged before me this 30th day of November, 1982 by Mary V. Johnson.

Notary Public

My Commission Expires:

12-1-84

STATE OF NEW MEXICO)
) SS
COUNTY OF BERNALILLO)

The foregoing instrument was acknowledged before me this 30th day of November, 1982 by Westley Randol Logan.

Notary Public

My Commission Expires:

12-1-84

STATE OF NEW MEXICO)
) SS
COUNTY OF BERNALILLO)

The foregoing instrument was acknowledged before me this 30th day of November, 1982 by Rueben Rawlins Logan.

Notary Public

My Commission Expires:

12-1-84

STATE OF NEW MEXICO
COUNTY OF BERNALILLO
FILED FOR RECORD

'82 DEC -1 A9 :44

BK 974 PG 890-893
TENNY C. CULP
CO. CLERK & RECORDER
DEPUTY

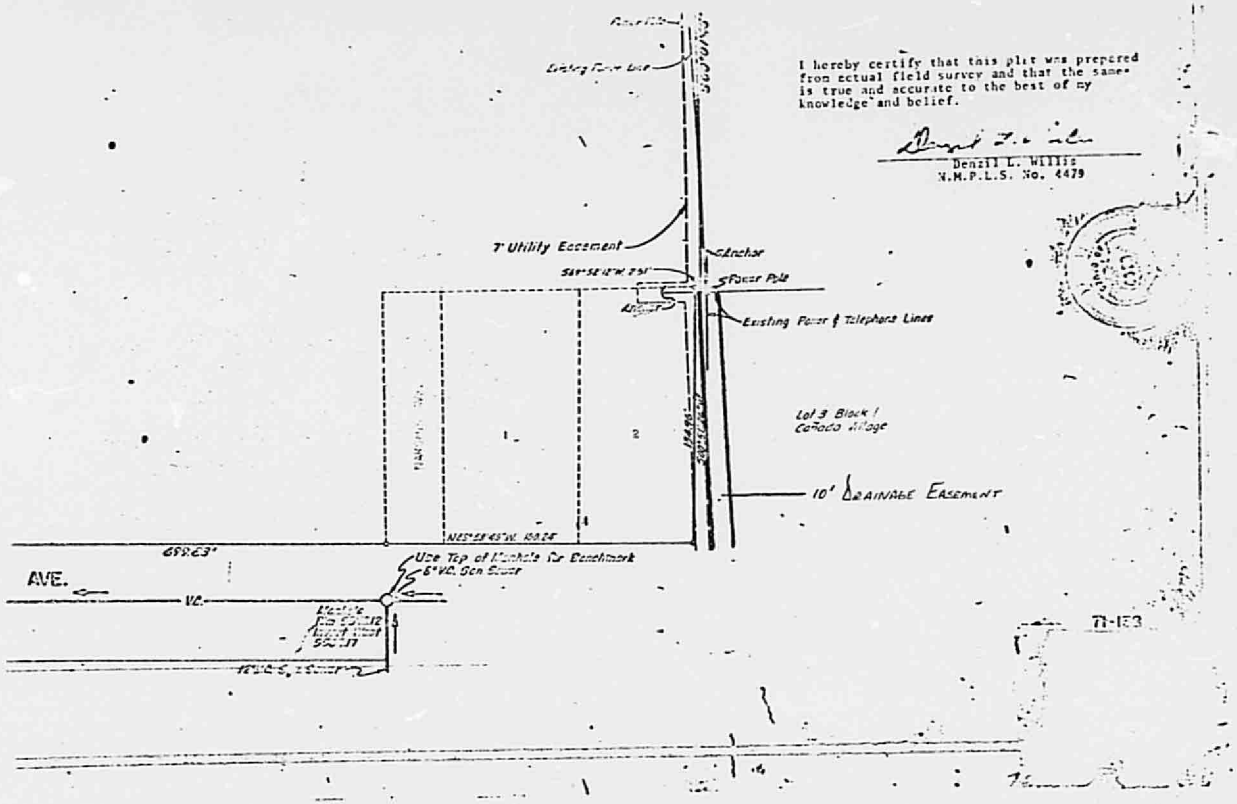

I hereby certify that this plat was prepared from actual field survey and that the same is true and accurate to the best of my knowledge and belief.
Denzil L. Willis
N.M.P.L.S. No. 4479
7' Utility Easement
Anchor
5' Power Pole
Existing Power & Telephone Lines
Lot 3 Block 1
Cañada Village
10' Drainage Easement
AVE.
Use Top of Manhole for Benchmark
6" VC. San Sewer
71-153

EXHIBIT A-1

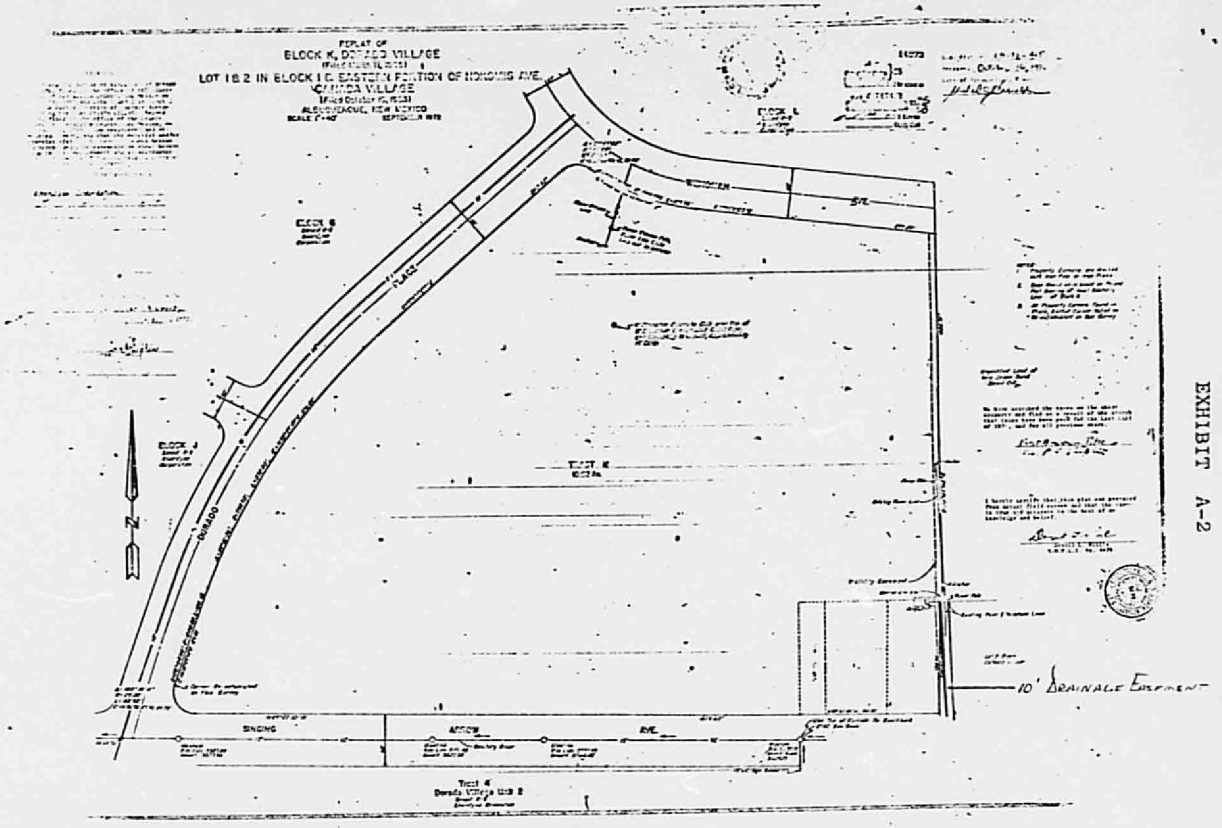

REPLAT OF
BLOCK K, DORADO VILLAGE
LOT 1 & 2 IN BLOCK 1 E. EASTERN PORTION OF HONDO'S AVE.
CAMINO VILLAGE
ALBUQUERQUE, NEW MEXICO
SCALE 1"=40'
SEPTEMBER 1978
BLOCK B
BLOCK A
TRACT K
ACRE DRIVE
SINGING
ARROW
AVE.
10' DRAINAGE EASEMENT

EXHIBIT A-2

Doc. No. 35L 82 62860 885

AGREEMENT

Agreement made between the City of Albuquerque, New Mexico, a municipal corporation, hereinafter referred to as "City", and WENONAH PARTNERSHIP hereinafter referred to as Wenonah Partnership.

WHEREAS, Ken Tekin, Inc. is the agent for the owner, Wenonah Partnership, and is the owner of certain described real estate lying situate and being in the City of Albuquerque, County of Bernalillo, State of New Mexico, to-wit:

Lots 1 - 16 inclusive, Wenonah Village, an addition to the City of Albuquerque, New Mexico.

as depicted on the map attached hereto as Exhibit "A"; and,

WHEREAS, a plat for the above described property has been submitted to the City of Albuquerque for approval; and,

WHEREAS, the submitted plat provides for a private street(s) rather than public street(s); and

WHEREAS, the Wenonah Partnership has submitted, and the City has approved, plans for construction of the private street(s) and the City is prepared to issue Wenonah Partnership a work order permitting the Wenonah Partnership to commence construction of the private street(s) upon approval of the final plat and payment of all required fees; and

WHEREAS, pursuant to Section 30.E.5 of the City of Albuquerque Subdivision Ordinance, Article XI, Chapter 7, of the Revised Ordinances of Albuquerque, New Mexico, 1974, as amended through (January 1, 1979), the proposed plat containing (a) private street(s) serving more than one lot cannot be approved by the Planning Director until:

(a) The street's surface is paved with a reasonably level, dust-preventing surface, or

(b) A bond satisfactory to the Mayor is posted with the City to insure such paving prior to the use of the road and said section further provides that: The vehicular surface shall be of asphaltic concrete, concrete, or equal, except that it may be gravel if the owner commits himself to the satisfactory site development for the lots served by the private street, which plan is approved by the Traffic Engineer and the Planning Director. In no case may more than eight dwellings have their primary vehicular access from a gravel-paved private way; and

WHEREAS, it is in the interest of the City that the Private street(s), be completed to City specifications within one (1) year; and

WHEREAS, under the circumstances, the City is satisfied that it is impossible for Wenonah Partnership to obtain a bond, as required by Section 30.E.5.b of the Subdivision Ordinance; and,

WHEREAS, it is possible for Wenonah Partnership to obtain a Letter of Credit in an amount that will provide the City with sufficient security to insure that the street(s) will be paved.

NOW, THEREFORE, the parties to this Agreement, in consideration of mutual confidence and stipulations set out herein, agree as follows:

1. Wenonah Partnership agrees to post a Letter of Credit, meeting reasonable conditions imposed upon Wenonah Partnership by the City, and acceptable to the City, in the amount of Fifteen thousand, nine hundred dollars, and no/100 ($15,900.00), running to the City, on or before November 25, 1983, which amounts represents 120 percent of the current estimated cost of paving the private street(s) as provided in the submitted plat and approved construction plans pursuant to City requirements set forth in Section 30.E of the Subdivision Ordinance and other

applicable City requirements, which amount has been approved by the City Traffic Engineering Department and City Engineer. A copy of the estimate on which the Letter of Credit amount is based is attached hereto as Exhibit "B".

2. Wenonah Partnership agrees to complete by November 23, 1983, the paving of the street(s) as provided for in the submitted plat for the property and the approved construction plans pursuant to the City requirements as set forth in 30.E of the Subdivision Ordinance and other applicable City requirements.

3. Wenonah Partnership agrees to give the City notice in writing of sale or assignment of all or part of the above described property.

4. In the event of sale or assignment, the City will not release Wenonah Partnership from its obligations under this contract and will continue to hold Wenonah Partnership responsible for the paving of the street(s). Until a successor in interest to Wenonah Partnership has posted a bond or letter of credit as provided by Section 30.E.5 of the Subdivision Ordinance at such time as acceptable security has been posted by Wenonah Partnership's successor in interest, City will terminate the Letter of Credit.

5. If the paving of the street(s) pursuant to the submitted plat, approved construction plans and Section 30.E.5 of the Subdivision Ordinance is not completed by November 23, 1983, and, if a bond or letter of credit acceptable to the City has not been posted by Wenonah Partnership's successor in interest to all or part of the property prior to that date, the City will have recourse on the Letter of Credit.

6. The City, at its option, may require a bond in lieu of a Letter of Credit as security hereunder in the event that it reasonably deems itself insecure under a Letter of Credit. The exercise of such option, and the reasons therefor, will be

communicated to Wenonah Partnership in writing on or before December 7, 1982.

7. If Wenonah Partnership or its successors at any time requests the City to accept the private street(s) as dedicated public right(s)-of-way, and to take over the maintenance of these street(s), Wenonah Partnership agrees to reconstruct these street(s) to meet City standards for dedicated public street(s).

8. This instrument contains the entire agreement between the parties, and no statement, promises, or inducements made by either party or agent of either party that is not contained in this written Agreement shall be valid or binding; and this contract may not be enlarged, modified, or altered, except in writing, signed by the parties and endorsed hereon.

9. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, assignees, and successors of the respective parties and shall constitute a covenant running with the land.

Executed this (30) thirtieth day of November, 1982

CITY OF ALBUQUERQUE

Frank A. Kleinhenz
Chief Administrative Officer

ATTEST:

City Clerk

Wenonah Partnership

By: Ken Tekin
Its: General Partner

APPROVED:

Legal Department

889

STATE OF NEW MEXICO)
)
COUNTY OF BERNALILLO)

The foregoing instrument was acknowledged before me this _____ day of _____, 19__ by _____.

_____
Notary Public

My Commission Expires:

_____

STATE OF NEW MEXICO)
)
COUNTY OF BERNALILLO)

The foregoing instrument was acknowledged before me this 30th day of November, 1982 by Frank A. Kleinhenz, Chief Administrative Officer, City of Albuquerque.

Notary Public

My Commission Expires:

12/18/84

STATE OF NEW MEXICO
COUNTY OF BERNALILLO
FILED FOR RECORD

'82 DEC -1 A9:44

Misc 974 885-889

CO. CLERK & RECORDER

DEPUTY

DECLARATION OF COVENANTS AND RESTRICTIONS

AFFECTING THE PREMISES KNOWN AS

WENONAH VILLAGE

WENONAH PARTNERSHIP, a New Mexico Limited Partnership, hereafter called "Declarant" on behalf of itself, its successors and assigns, hereby makes this Declaration of Covenants and Restrictions, hereafter called "Declaration", Affecting the Premises known as WENONAH VILLAGE:

WHEREAS, Declarant desires to submit certain real property, together with all improvements and related facilities constructed thereon, to the provisions of the Building Unit Ownership Act of the State of New Mexico, hereafter called "Act";

NOW, THEREFORE, the Declarant declares as follows:

1. SUBMISSION OF LAND TO THE ACT. The real property described in Schedule "A" attached hereto, together with the improvements constructed thereon and all easements and rights appurtenant thereto or intended for use in connection therewith, hereafter referred to as "Condominium Property" is hereby submitted to the provisions of the Act.

2. NAME. The real property subject to this Declaration shall hereafter be known as WENONAH VILLAGE.

3. ASSOCIATION OF UNIT OWNERS NAME. The name of the association of unit owners shall be WENONAH VILLAGE CONDOMINIUM ASSOCIATION (hereafter called the "Association").

A. The buildings constructed or to be constructed are two stories in height and no not contain basements. The buildings are and will be of wood frame construction with predominately stucco exteriors. Each building shall consist of four separate residential dwellings.

B. The number of each unit, its location, area, number of rooms and immediate common area to which it has access is as shown on Exhibits "D-1" and "D-2" attached hereto.

COVENANT NEEDED FOR ENTIRE SITE.

C. The value of each unit and of its share of the common areas and facilities is $130,000.00.

D. The agent for service until the last unit is conveyed by the Declarant is KEN TEKIN, INC., a New Mexico corporation, 3900 Eubank, N.E., Suite 17 North, Albuquerque, New Mexico. Successor agents shall be appointed by the Board of Governors.

4. DEFINITIONS. Terms used herein are defined as follows:

A. Unit. A building consisting of four separate residential dwellings the perimetrical boundaries of which shall be the exterior skin including such skin of the building (from side to side as well as from front to back), the lower boundary of which shall be the bottom of the footings and the upper boundary of which shall be the exterior skin including such skin of the building. Projection of anything attached to the building structurally shall be deemed part of the building.

a) Encroachments. If any portion of the common facilities now encroaches upon any unit, or if any unit now encroaches upon any portion of the common facilities or if any such encroachment shall occur hereafter as a result of (a) settling of the Building, or (b) alteration or repair to the common facilities made with the consent of the Association or Managing Agent, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the building stands.

b) Easements. Each unit owner shall have an easement in common with the owner of all other units to use all pipes, wires, ducts, flues, cables, conduits, public utility lines, and other common facilities located in, on, or about, any of the other units and serving that owner's unit. Each unit shall be subject to an easement in favor of the owners of all other units to use the pipes, wires, ducts, flues, cables, conduits, public utility lines and other common facilities serving such other units and located in such unit. The

Association or the Managing Agent shall have the right of access to each unit to inspect the same, to remove violations therefrom and to maintain, repair or replace the common facilities therein or elsewhere in the building.

B. Assessment. A unit owner's pro rata share of the common expenses necessary for the maintenance and management of the Condominium Property.

C. Common Areas and Facilities. That portion of the Condominium Property not included in the units and includes within its meaning, but is not limited to, the following items:

1) The Land on which the improvements are located and any other land included in the Condominium Property, whether or not contiguous.

2) All parts of the improvements which are not included within the units.

3) Easements through units for conduits, ducts, plumbing, wiring and other common facilities for the furnishing of utility services to units and the common areas and facilities.

4) Installations for the furnishing of utility service to more than one unit, or to the common areas, or to a unit other than the unit containing the installation.

5) The property and installations in connection therewith required for the furnishing of services to more than one unit or to the common areas.

6) The tangible personal property required for maintenance and operation of the Condominium Property even though owned by the Association.

D. Common Expenses. Expenses of the operation, maintenance, repair or replacement of the common areas and facilities, costs of carrying out the powers and duties of the Association, special assessments, management costs and fees and an adequate reserve fund for such of these items as may be deemed necessary by the Association.

Common expenses also include expenses which are declared common expenses by the provisions of this Declaration, or the By-Laws, or any valid charge against the Condominium Property as a whole, including, but not limited to utilities, such as water, sewer, garbage collection, electric service and management costs and fees.

E. Common Surplus. The excess of all receipts of the Association over and above the amount of common expenses.

F. Condominium Parcel. Condominium parcel means a unit together with the undivided share in the common elements which are appurtenant to the unit.

G. Mortgage and Mortgagee. Mortgage shall include mortgages, deeds of trust and real estate contracts. Mortgagee shall include mortgagees, trustees under deeds of trust and sellers under real estate contracts.

H. Owner. Owner shall include fee simple owners and purchasers under real estate contracts.

5. IDENTIFICATION AND PERCENTAGE OF COMMON ELEMENTS APPURTENANT TO EACH UNIT. The units and all other improvements constructed on the Condominium Property are set forth in detail in Exhibits "D-1" and "D-2". Each unit is described in said documents in such a manner that there can be determined therefrom its identification, location, dimensions and size, as well as the common elements appurtenant thereto, as verified by the certificate of a registered architect, attached hereto and made a part hereof marked Exhibit "C".

Each unit is identified by a number as shown on said documents attached hereto as Exhibit "D-1", so that no unit bears the same designation as does any other unit.

The undivided share of each unit in the common area and facilities is 6.25%.

6. DECLARANT'S UNIT AND OTHER PRIVILEGES. The Declarant, its successors and assigns, are irrevocably empowered, notwithstanding this Declaration or as the same may be amended from time to time, to sell, convey, lease, sublease, encumber, rent or otherwise dispose of any interest it may have in and to any unit to any person or corporations approved by it. It shall have the right to transact on the Condominium Property any business necessary to consummate the sale or lease of condominium parcels, including but not limited to, the right to maintain models, have signs, employees in the office, use the common elements, and to show units. A sales office, signs and all items pertaining to sales, shall not be considered common elements. In the event there are unsold condominium parcels, the Declarant is hereby vested with the right to be the owner thereof, under the same terms and conditions as other owners, and shall have the right to sell, rent, lease or sublease, as hereinabove set forth.

7. MAINTENANCE. The responsibility for the maintenance of the Condominium Property shall be as follows:

A. By the Unit Owner. The responsibility of the unit Owner shall be as follows:

1) To maintain, repair and replace, at the unit Owner's expense, all portions of that unit including the exterior thereof.

2) Not to paint, decorate, or otherwise change the appearance, or any portion of the appearance, of the exterior of the unit building without the approval of the Association.

3) To promptly report to the Asscciation or Managing Agent, any defect, or need for repair or maintenance for which the Association is responsible.

4) To pay all utility charges incurred in connection with the use of the unit including water charges incurred to maintain the landscaping in the common area adjacent to the unit.

B. By the Association or Managing Agent. The Association, except in the event a contract is entered into with a Managing Agent as provided under the powers of delegation contained in paragraph 9,

sub-paragraph "A" thereof, then, and in such event, the Managing Agent shall, from the common expense monies received monthly and from additional assessments and income:

Operate, maintain, manage, repair or replace, all conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to the units but not any of such facilities that may be within a unit.

Maintain all drainage facilities including ponding areas in the Condominium Property.

Cause the grounds of the Condominium Property to be maintained according to reasonably acceptable standards, including such other normal maintenance and repair work as may be necessary, and in the event of the failure of a unit owner to maintain the exterior of his or her unit, to cause such exterior to be maintained as may be required.

Make contracts for sewer, water, exterior lights, garbage collection, exterior electric service, vermin extermination, and other necessary services. Also place orders for such equipment, tools, appliances, materials and supplies as are necessary to properly maintain the Condominium Property.

Cause to be placed and kept in force necessary insurance needed adequately to protect the Association, its members and mortgagees holding mortgages covering condominium parcels, as their respective interest may appear (or as required by law), including but not limited to public liability insurance and fire and extended coverage insurance on common facilities as is more particularly set forth in this Declaration.

Funds for the payment of the above and foregoing shall be assessed against the condominium parcel owners as a common expense. In the event that no management contract is entered upon or outstanding, then the Association shall perform said services.

until [illegible] shall be R115.00 monthly per each condominium parcel owner.

8. ASSESSMENTS. Assessments for the common expenses, which may be estimated, against the condominium parcel owners shall be made by the Board of Governors of the Association, or its delegate, or the Managing Agent if the duties and powers are contracted to such Managing Agent by the Association, as more specifically set forth in the By-Laws, and paid by the unit owners to the Association, or the Managing Agent, or its agent for collection, in accordance with the following provisions.

A. Share of Expenses. Each condominium parcel owner shall be responsible for such common expenses and any common surplus shall be owned by such condominium parcel owner according to the same percentage as that owner's undivided share in the common facilities.

B. Additional Assessments. The Association or its delegate is hereby vested with th authority to levy additional assessments from time to time as may be necessary for the management, operation maintenance, repair or replacement of the common facilities. These additional assessments shall be paid by the condominium parcel owners to the Association or the Managing Agent in the proportions set forth in sub-paragraph A above.

C. Assessments for Liens. Any lien of any nature, including taxes and special assessments levied by governmental authorities, which is a lien upon any portion of the common facilities shall be paid by the Association as a common expense, and shall be assessed against the condominium parcels in the pro-rata share set out in sub-paragraph A above, except that any lien which pertains to a distinct individual condominium parcel or parcels shall be assessed directly to the condominium parcel and its owner.

D. Liability for Assessments. Each condominium parcel owner shall be responsible for all assessments levied upon that owner's separate condominium parcel, including the percentage as set forth in sub-paragraph A above, of the common expenses incurred in the management of the condominium property and the common

facilities. All unpaid assessments shall bear interest at the rate of twenty percent (20%) per annum from the due date until the date of payment. The Association, or its delegate, or the Managing Agent shall have a lien upon each condominium parcel for unpaid assessments and interest. which lien upon each such condominium parcel shall be effective after recording in the public records of Bernalillo County, New Mexico. a claim of lien in the name of the Association or its delegate. Said claim of lien shall state the amount due, and the date when due, a description of the condominium parcel, and the anme of the record owner. Said lien shall secure reasonable attorneys' fees and costs incurred in the collection of the delinquent assessment and for the enforcement of such lien. Liens for assessments may be foreclosed by suit brought in the name of the Association, or its delegate, or the Managing Agent, if such powers of the said Association are vested in the Managing Agent by virtue of agreement, in like manner as a foreclosure of a mortgage on real property.

E. Liability for Assessment upon Conveyance. In a voluntary conveyance of a unit the purchaser of the same shall be jointly and severally liable with the seller for all unpaid assessments against the seller for the seller's share of the common expenses assessed up to the time of the conveyance, without prejudice to the purchaser's right to recover from the seller the amount paid by the purchaser thereof. The purchaser shall be entitled to a statement from the Association or the Managing Agent, as the case may be, setting forth the amount of the unpaid assessments against the seller due the Association, and such purchaser shall not be liable for, nor shall the unit conveyed be subject to a lien for, any unpaid assessments made by the Association against the seller in excess of the amount set forth in the statement, provided, however, the purchaser shall be liable for any such assessment becoming due after the date of any such statement.

GF. Rights of Mortgagees. The holder of a mortgage or grantee under deed of trust is entitled upon written request to written notification from the Association of any default by the mortgagor of such unit in the performance of such mortgagor's obligations under the condominium documents which is not cured within sixty (60) days. Any holder of the mortgage who comes into possession of the unit pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed in lieu of foreclosure, shall take the property free of any claims for unpaid assessments or charges against the mortgaged unit which accrue prior to the time such holder comes into possession of the unit (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all units including the mortgaged unit).

9. ADMINISTRATION. The administration and management of the Condominium Property, including but not limited to, the acts required of the Association by this Declaration, the maintenance, repair and operation of the common facilities and the entering into of contracts on behalf of and for the benefit of the Condominium Property shall be the responsibility of the Association.

A. Power to Delegate Authority. The Association, by and through its Board of Governors, is hereby vested with power to delegate its powers, duties and authority granted by this Declaration, by entering into a management contract for not more than two (2) years with such persons or organizations or corporations, and upon such conditions and terms as the Board of Governors may elect, provided that any such contract may be terminated by either party without cause and without payment of a termination fee on thirty (30)- days written notice. The management costs and fees as may be contained in such management contract shall be a common expense.

The Association shall employ a professional manager for the condominium. The holders of the mortgages or deeds of trust are

deed of trust are entitled to written notification from the "Association" thirty (30) days prior to the effective date of any change of manager.

B. Governing Provisions. The Association shall be governed by the following provisions:

1) The By-Laws of the Association. Exhibit "A" attached hereto and made a part hereof, sets forth the existing By-Laws of the Association by which it shall be governed, provided that the said By-Laws may be amended in accordance with the provisions of this Declaration.

2) Rules and Regulations. Exhibit "B", attached hereto and made a part hereof as if set for in full herein, sets out the existing Rules and Regulations, which may be amended or modified from time to time by the Association or its delegate, provided that said Rules and Regulations need not be recorded as an amendment to this Declaration, but the same shall be construed and enforced as a provision of this Declaration.

C. Liability. Notwithstanding the duty of the Association to maintain and repair the common facilities, the Association, or its delegate or the Managing Agent, shall not be liable for injury or damage caused by any condition of the property, nor for injury or damage caused by the unit owners or other persons nor for injury or damage resulting from any activity conducted on the condominium property for which no liability insurance coverage exists.

10. INSURANCE. All insurance policies, excepting title insurance, upon the common facilities, shall be purchased by the Association for the benefit of the condominium parcel owners and their respective mortgagees, as their interest may appear, and shall provide for the issuance of mortgage endorsements to the holders of first mortgages upon the condominium parcel or parcels, if applicable and shall provide that the insuror waive its rights of subrogation against or between the individual condominium parcel owners, the Association, or its delegate. Such policies and endorsements shall be held by the Association or its delegate, or the Managing Agent.

A. Liability Insurance. The Association or its delegate shall maintain a general liability policy in a mutual or stock company or companies meeting Best's Insurance Guide Rating of ABBBB or better, licensed to do business in the State of New Mexico, and non-assessable, insuring the various persons or entities having an interest in any part or all of the common facilities, affording a protection to the limit of $500,000.00 combined single limit for ~~in the event of~~ death or injury in any one accident; and for property damage ~~to the limit of $50,000.00 in the event of damage to any property.~~ Policies subject to $100.00 deduction shall not apply or afford protection to any such individual person or persons, or entities, on liability arising out of such portions of the Condominium Property of which such individual, person or entity has exclusive possession, and to which the common access is denied t other members of the condominium or general public.

B. Fire Insurance. The Association or its delegate shall keep such common facilities as the Association or its delegate shall determine insured against destruction or loss or damage by fire or other casualty.

C. Condominium Parcel Insurance. Each unit owner shall keep his or her unit insured in a company or companies meeting Best's Insurance Guide Rating of ABBBB or better, licensed to do business in the State of New Mexico, and non-assessable, against destruction or loss or damage by fire or other casualty, in a sum not less than ninety percent (90%) of the insurable replacement value thereof, exclusive of foundation and land. Policies subject to One Thousand Dollars ($1,000.00) deduction shall be deemed satisfactory. Each unit owner shall be responsible to provide proof of continuous insurance coverage. The failure to provide proof of coverage shall make that unit owner liable for the cost of any insurance premiums paid by the Association or its agent to obtain such coverage.

All policies issued and renewals thereof on said Condominium Parcel are to be made payable to the various persons and corporations having an interest therein, as their respective interest

may appear. Should a unit owner fail to obtain such insurance, the Association or its delegate may do so and assess the costs therefor against the unit owner.

In the event that a condominium parcel or parcels shall be damaged or destroyed by fire, or other insured casualty, the unit owner shall cause to be commenced within two (2) months from the date of the payment of damages by the insuror and completed within a reasonable time, the repair, restoration and/or rebuilding of the building or buildings or improvements, so damaged or destroyed, with a building or buildings or improvements substantially in conformity with the original building or buildings or improvements, providing, however, that in the event said condominium parcel owner or owners fail to repair the damage, the Association or its delegate may pay for the repairs and assess the costs therefor against such condominium parcel owner, and the same shall be a lien against that condominium parcel in the same manner as other liens and assessments.

11. REAL PROPERTY TAXES AND SPECIAL ASSESSMENTS ON CONDOMINIUM PARCELS. Real Property taxes and special assessments shall be assessed and collected on the separate condominium parcels and not on the Condominium Property as a whole.

12. USE RESTRICTIONS. No nuisances shall be allowed upon the Condominium Property, nor any use or practice which is the source of an annoyance to the other condominium parcel owners. Reasonable rules and regulations, as hereinabove provided concerning the use of the Condominium Property, may be made and amended from time to time by the Association or its delegate. No unit may be divided or subdivided into a smaller unit, nor may any portion of a parcel be sold or otherwise transferred, without first amending this Declaration to show the change in the unit to be affected.

13. COMPLIANCE AND DEFAULT. Each unit owner shall be governed by and shall comply with the terms of this Declaration, By-Laws, and Rules and Regulations filed herewith, or as may be adopted from time to time pursuant to the authority herein vested. Failure of any such unit owner to comply with such documents and regulations shall entitle the Association or other unit owners to the following relief, in addition to the remedies provided by the Act.

A. Negligence. A unit owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by that owner's negligence or by that of any member of that owner's family, or his or their guests, employees, agents, or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. A unit owner shall pay the Association the amount of any increase in its insurance premiums occasioned by such owner's use, misuse, occupancy or abandonment of a unit, or its appurtenances, or of the common elements, by the unit owner.

B. Costs and Attorneys' Fees. In any proceedings arising because of an alleged failure of a unit owner, occupant, or lessee, to comply with the terms of the Declaration, By-Laws and Rules and Regulations as may be adopted from time to time, the Association, or its delegate, or the Managing Agent shall be entitled to recover costs of the proceeding, together with reasonable attorneys' fees to be determined by the Court.

C. No Waiver of Rights. The failure of the Association, the Managing Agent or any unit owner to enforce any covenants, restriction, rule or regulation or other provision of the Act, this Declaration, the By-Laws or the Rules and Regulations that may be adopted from time to time, shall not constitute a waiver of the right to do so thereafter.

A. Notice. A written notice of the subject matter of the proposed amendment shall be served upon the owners of the condominium parcels by mail to the address which they have registered with the Association. The holder of any mortgage or grantee under any deed of trust shall also be notified in the same manner. Said notice shall be mailed at least thirty (30) days prior to the date of the meeting at which time the proposed amendment is to be considered.

B. Resolution. A resolution proposing the adoption of amendments to the Declaration and By-Laws or either of them must be approved by Seventy-five percent (75%) of said owners, providing that the holders of all mortgage liens affecting any of the condominium parcels consent thereto or agree. Providing further, that in the event one or more persons are owners of one condominium parcel, or more than one condominium parcel, he or they shall have collectively as many votes as condominium parcels. The condominium parcel owners who are unable to be present at the meeting at which the amendment is considered may register their approval or disapproval in writing.

C. Recording. Upon the adoption of the amendment to the Declaration and By-Laws, or either of them, the Association, through its officers, shall certify the amendment as having been duly adopted, and shall cause the amendment to be recorded in the public records of Bernalillo County, New Mexico, from which time it shall be effective.

15. COVENANTS RUNNING WITH THE LAND. All of the provisions of this Declaration, By-Laws and Rules and Regulations, as the same may be amended from time to time, shall be construed to be covenants running with the land, and every condominium parcel owner or tenant, such owner's or tenant's heirs, personal representatives, successors and assigns, shall be bound by all of the provisions contained therein.

16. BOARD OF GOVERNORS. The Board of Governors of the Association, which shall consist of three persons each of whom shall be an owner of a condominium parcel, shall be elected in accordance with the provisions of the By-Laws and shall serve for a period of one (1) year, provided

that the first Board of Governors, notwithstanding such ownership of a condominium parcel, shall consist of only the following five persons.

NAME	ADDRESS
Ken Tekin	3900 Eubank, N.E., Suite 17 North Albuquerque, New Mexico 87111
Ann Tekin	3900 Eubank, N.E., Suite 17 North Albuquerque, New Mexico 87111
Frank Hines	12800 Lomas Boulevard, N.E. Albuquerque, New Mexico 87112
Dolores Hines	12800 Lomas Boulevard, N.E. Albuquerque, New Mexico 87112
Sylvain Segal	1604 San Pedro Drive, N.E. Albuquerque, New Mexico 87110

and the above named individuals, or any successor thereof until the Declarant has conveyed the last unit, need not be an owner, and said individuals shall serve until such conveyance from the date of filing of this Declaration, notwithstanding the provisions of paragraph 9, sub-paragraph K of the By-Laws, and thereafter, until their successors are duly elected in accordance with the terms of the Declaration and By-Laws. The above named individuals, or any successor thereof after the expiration of their term may be re-elected from time to time to the Board of Governors, notwithstanding ownership of a condominium parcel. Vacancies in the original Board of Governors may be filled by appointment by the remaining governors to serve the unexpired term.

17. GENERAL PROVISIONS. In the event that the Association shall avail itself of the privilege of delegating and contracting all of its managerial duties, powers and authorities, as provided for in paragraph 9, sub-paragraph A of this Declaration, then and in such event, in interpreting and construing this Declaration the word "Association" shall be interchangeable with and a substitute for the term "Managing Agent" or "delegate", where the context so requires, to be consistent with the provisions hereof and of any management contract.

Should any of the provisions of the Declaration or any of the covenants, conditions or restrictions herein imposed be void or become unenforceable at law or in equity, the remaining provisions of this Declaration shall, nevertheless, be and remain in full force and effect.

The breach of any of the foregoing provisions, restrictions or covenants shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value as to any portion of said property, but said provisions, conditions, restrictions and covenants shall be binding upon and effective against any such mortgagee or trustee or owner thereof whose title thereto, or who grantee's title thereto, is or was acquired by foreclosure, trustee's sale or otherwise.

Unless all holders of first mortgage liens or deeds of trust on individual units have given their prior written approval, the Association shall not:

a) Partition or subdivide any unit or the common areas of the condominium property or annex any lands in addition to those already described in this Declaration; nor

b) Change the pro rata interest or obligations of any unit for purposes of levying assessments and charges and determining shares of the common areas.

18. TERMINATION. All of the unit owners may remove the Condominium Property from the provisions of this Declaration and from the provisions of Act by and instrument to that effect duly recorded, providing further, that: a) all the holders of all mortgage liens affecting any of the condominium parcels must consent thereto and agree by joining in the instrument duly recorded, and that b) their liens shall thereupon be transferred to the percentage of the undivided interest of the unit owner in the property as hereinafter provided.

Upon removal of the Condominium Property from the provisions of this Declaration and from the provisions of the New Mexico Statutes, the Condominium Property shall be deemed to be owned in common by the unit owners. Unless otherwise provided in the Declaration, the undivided interest in the property owned in common by each unit owner shall be the percentage of undivided interest previously owned by such owner in the common areas.

THIS DECLARATION and the attachments hereto made and entered into this _____ day of _____, 1982.

WENONAH PARTNERSHIP
A New Mexico Limited Partnership

By: HINES CORPORATION
General Partner

By: _____
President

By: KEN TEKIN, INC.
General Partner

By: _____
President

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

The foregoing instrument was acknowledged before me this _____ day of _____, 1982, by Frank Hines, President of Hines Corporation, and by Ken Tekin, President of Ken Tekin, Inc., General Partners of Wenonah Partnership, a New Mexico limited partnership, on behalf of said partnership.

_____
Notary Public

My Commission Expires:

_____

Lots numbered One (1) and Two (2), Block numbered Two (2) of FALL ADDITION, an Addition to the City of Albuquerque, New Mexico, as the same is shown and designated on the Plat of said Addition, filed in the Office of the County Clerk of Bernalillo County, New Mexico, on October 22, 1981.

SCHEDULE "A"

BY-LAWS

OF

WENONAH 4-PLEX CONDOMINIUM ASSOCIATION

1. OFFICE - The office of the Association shall be c/o Ken Tekin, Inc., 3900 Eubank, N.E., Suite 17 North, Albuquerque, New Mexico 87111, or as otherwise designated by the Board of Governors from time to time.

2. FISCAL YEAR - The fiscal year of the Association shall be the calendar year.

3. SEAL - The Association shall have no seal.

4. MEMBERS AND VOTING - A member shall be the owner of a comdominium parcel. Each member shall be entitled to one vote for every condominium parcel owned for the purpose of electing governors and for transacting any other business authorized to be transacted by the members; provided, however, that in no event shall there be more than one vote cast for each condominium parcel.

A. The Annual Members' Meeting - shall be held at the office of the Association, at 10:00 a.m., Mountain Standard Time, on the second Sunday in February of each year, or as otherwise designated during the month of February by proper notice to the members, given by the Chairman and Vice-Chairman, as set forth in sub-paragraph "C" hereof, for the purpose of electing governors after the expiration of the original term, as set forth in the Declaration, and for transacting any other business authorized to be transacted by the members; provided, however, that if that day is a legal holiday, the meeting shall be held at the same hour on the next succeeding day. No such annual meeting shall be called until the expiration of the term of the original Board of Governors excepting when necessary for other business authorized to be transacted by the members.

B. Special Members' Meetings - shall be held whenever called by the Chairman, Vice-Chairman, or by a majority of the Board of Governors, and must be called by such officers upon receipt of a written request from one-third of the entire membership.

C. Notice of All Members' Meetings - stating the time and place, and the purpose for which the meeting is called, shall be given by the Chairman or Vice-Chairman, or Secretary, unless waived in writing. Such notice shall be in writing to each member as his address appears on the books for the Association, and shall be mailed not less than ten (10) days, nor more than sixty (60) days prior to the date of the meeting. Notice shall be sent by mail.

D. A Quorum at Members' Meetings - shall consist of a majority of the entire membership. The written approval of a member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such member for the purpose of determining a quorum. When a quorum is present at any meeting, the holders of a majority of the voting rights, present in person or represented by written proxy, shall decide

any question brought before the meeting, unless the question is one upon which, by express provisions of the statutes, the Declaration, or of the By-Laws, a different vote is required, in which case such expressed provision shall govern and control the decision.

E. The Vote of the Owners - of a condominium parcel owned by more than one person shall be cast by the person named in a certificate filed with the Association. If said condominium parcel is owned by a corporation, or other entity, then the vote shall be cast by the person named in an appropriate certificate for such person and filed with the Secretary of the Association Such certificate shall be valid until revoked by a subsequent service. If such certificate is not on file, the vote of such owners shall not be considered in determining the requirements for a quorum, or for any other purpose.

F. Proxies - Votes may be cast in person or by proxy. Proxies shall be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the meeting.

G. Approval or Disapproval - of a condominium parcel owner upon any matter, whether or not the subject of an Association meeting, shall be by the same person who cast the vote of such owner if in an Association meeting.

H. Adjourned Meetings - If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

I. The Order of Business - at annual members' meetings, and as far as practical at all other members' meetings, shall be:

1) Election of Chairman of the Meeting.
2) Calling of the roll and certifying of proxies.
3) Proof of Notice of Meeting or Waiver of Notice.
4) Reading and disposal of any unapproved Minutes.
5) Reports of Governors.
6) Reports of Committees.
7) Election of Inspectors of Election.
8) Election of Governors.
9) Unfinished business.
10) New business.
11) Adjournment.

5. GOVERNORS -

A. The Board of Governors - shall consist of three persons except as otherwise provided in the Declaration. Each member of the Board of Governors shall be either the owner of a condominium parcel as set forth in paragraph 4 above, have an interest therein, or, in the event of a corporate ownership, any officer or designated agent thereof, excepting however, the original Board of Governors including persons appointed to fill an unexpired term need not be owners. No more than one person having an interest in any one unit shall be on the Board at any one time.

B. Election of Governors - shall be conducted in the following manner:

1) Members of the Board of Governors shall be elected by a majority of the votes cast at the annual meeting of the members of the Association, after the expiration of the original term of the first Board of Governors.

2) Vacancies in the Board of Governors may be filled until the date of the next annual meeting by the remaining Governors.

C. The term of each Governor's Service - excepting the original Board of Governors, shall extend until the next annual meeting of the members, and thereafter until his successor is duly elected and qualified, or until he is removed in the manner elsewhere provided.

D. The Organization Meeting - of the newly-elected Board of Governors shall be held within ten (10) days of their election, at such place and time as shall be fixed by the Governors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary, providing a quorum shall be present.

E. Regular Meetings of the Board of Governors - shall be held on the first Monday of each month unless waived by the Board. Notice of regular meetings shall be given to each Governor personally or by mail, telephone or telegram, at least three (3) days prior to the day named for such meeting, unless such notice is waived.

F. Special Meetings of Governors - may be called by the Chairman, and must be called by the Secretary at the written request of two-thirds of the votes of the Board. Not less than three (3) days' notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

G. Waiver of Notice - Any Governor may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.

H. A Quorum at Governors' Meetings - shall consist of a majority of the governors. The acts of the Board approved by a majority of votes present at a meeting at which a quorum is present shall constitute the acts of the Board of Governors, except as specifically otherwise provided in the Declaration. If at any meeting of the Board of Governors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At a meeting called subsequent to such adjournment, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The written approval of a Governor in the action of a meeting by signing and concurring in the Minutes thereof shall constitute the presence of such Governor for the purpose of determining a quorum.

I. The Presiding Officer of Governors' Meeting - shall be the Chairman of the Board if such an officer has been elected. In the absence of the presiding officer, the Governors present shall designate one of their number to preside.

J. The Members of the Board of Governors - shall serve without compensation.

K. Removal of Governors - A special meeting of the members shall be called upon filing with the Secretary a petition in writing so requesting, signed by not less than eighty percent (80%) of the members entitled to vote. Said petition should clearly state the name of the Governor or Governors sought to be removed, together with the reason set forth in detail. At such members' meeting, subject to a quorum being present as required by paragraph 4, sub-paragraph "D",

such Governor or Governors shall be removed from office upon votes cast of not less than ninety percent (90%) of the votes of the entire membership entitled to vote. In the event such Governor or Governors are removed, then and in such event, a new Governor or Governors shall be elected according to paragraph 5, sub-paragraph "B", to fill the unexpired term of such Governor or Governors.

6. POWERS AND DUTIES OF THE BOARD OF GOVERNORS - All of the powers and duties of the Association shall be exercised by the Board of Governors. Such powers and duties of the Governors shall be all of the powers and duties as set forth in the Building Unit Ownership Act and the Declaration, these By-Laws, and all of the powers reasonably necessary to perform all of said powers and duties, including, but not limited to, the following:

A. To Make and Collect Assessments - against members to defray the costs of the common expenses.

B. To Use the Proceeds of Assessments - in the exercise of its powers and duties.

C. The Maintenance - repair or replacement of common elements, machinery and equipment, operation of the Association, costs of carrying out the powers and duties of the Association and taxes and management fees and costs.

D. The Reconstruction of Improvements - after casualty and the further improvement of the property.

E. To Make and Amend Rules and Regulations - respecting the use of the Condominium Property.

F. To Enforce - by legal means the provisions of the Condominium Documents, the By-Laws of the Association, and the regulations for the use of the Condominium Property.

G. To Contract - for management of the condominium and to delegate to such contractor all powers and duties of the Association, except such as are specifically required by the condominium documents to have approval of the Board of Governors or the membership of the Association.

H. To Pay Taxes and Assessments - which are liens against any part of the condominium property, other than individual units and the appurtenances thereto, and to assess the same against the unit subject to such liens.

I. To Carry Insurance - for the protection of unit owners and the Association against casualty and liabilities arising from the use of the common area and facilities.

J. To Pay the Cost - of all power, water, sewer and other utility services rendered to the condominium and not billed to owners of individual units.

K. To Employ Personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Association.

L. To Employ an Attorney-at-Law - for legal services for the enforcement of any rules, liens, foreclosures, or provisions contained in these By-Laws or the Declaration, the cost of which shall be a common expense.

7. OFFICERS -

A. The Executive Officers - of the Association shall be the Chairman, who shall be a Governor, a Vice-Chairman, who shall be a Governor, and a Secretary-Treasurer, who shall be a Governor. All the officers shall be elected by a majority of the members of the Association. No person shall hold more than one office at any one time.

B. The Chairman - shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of the President of an association, including, but not limited to the power to appoint committees from among the members, from time to time, as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the Association.

C. The Vice-Chairman - shall, in the absence or disability of the Chairman, exercise the powers and perform the duties of the Chairman, and exercise the powers and perform such other duties as shall be prescribed by the Governors.

D. The Secretary-Treasurer - shall keep the Minutes of all proceedings of the Governors and the members. He shall attend to the giving and serving of all notice to the members and Governors and other notices required by law. He shall keep the records of the Association and shall perform all other duties incident to the office of Secretary of an association, and as may be required by the Governors or the Chairman. He shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the assessment rolls and accounts of the members; he shall keep the books of the Association in accordance with good accounting practices, and he shall perform all other duties incident to the office of Treasurer.

E. Removal of Officers - A special meeting of the members shall be called upon filing with any Governor a petition in writing so requesting, signed by not less than eighty percent (80%) of the members entitled to vote. Said petition should clearly state the name of the officer or officers sought to be removed, together with the reason set forth in detail. At such members' meeting, subject to a quorum being present as required in paragraph 4, sub-paragraph "D", hereof, such officer or officers shall be removed from office upon votes cast of not less than ninety percent (90%) of the vote of the entire membership entitled to vote. In the event such officer or officers are removed, then and in such event, a new officer or officers shall be elected according to paragraph 7, sub-paragraph "A", hereof, to fill the unexpired term of such officer or officers.

8. FISCAL MANAGEMENT - The provisions for fiscal management of the Association set forth in the Declaration shall be supplemented by the following provisions:

A. Assessment Roll - Except for the provisions of paragraph 8 B. 3) herein, the Assessment Roll shall be maintained in a set of accounting books in which there shall be an account for each unit. Such an account shall designate the name and address of the owner or owners, the amount of each assessment against the owners, the dates and amounts in which the assessments come due, the amounts paid upon the accounts and the balance due upon assessments.

B. Budget -

1) Adoption - Excepting for the provisions of paragraph 8 B. 3) herein, the Board of Governors shall adopt a budget for each calendar year, which shall contain estimates of the cost of performing the functions of the Association, including, but not limited to the following items:

a) Maintenance, repairs and replacement (including such reserves as deemed necessary) of common areas and facilities.

b) Utility services.

c) Casualty insurance.

d) Liability insurance.

e) Administration.

2) Copies of the Proposed Budget - and proposed assessments, excepting for provisions of paragraph 8 B. 3) herein, shall be made available to each member upon request in writing, on or before January 1, of the year for which the budget is made. If the budget is subsequently amended before the assessments are made, a copy of the amended budget shall be furnished each member concerned.

3) Management Contract - No such budget, proposed budget, accounting or assessment roll, shall be made or required in the event that a management contract is entered into as is authorized by the Declaration. The managing agent shall provide such budget in the event the monthly management fee, per unit, as set forth in said management contract is increased, or as otherwise agreed upon by the Association and the Managing Agent.

4) Method of Collection - Such budget shall be reduced to a monthly amount per unit as is computed on the basis of the provisions of paragraph 8, sub-paragraph "A" of the Declaration. Each unit owner shall be notified of such amount, computed on a monthly basis per unit, and the same shall be due and payable monthly, in advance, to the Association or Managing Agent, without notice.

C. The Depository - of the Association shall be such bank or banks as shall be designated from time to time by the Governors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by check signed by such persons as are authorized by the Governors.

D. An Accounting - of the accounts of the Association shall be made annually by the Treasurer, and certified to by the Board of Governors. A copy of the report shall be furnished to each member upon request in writing. Account reports are subject to the provisions of paragraph 8 B. 3) above.

9. CHANGE OF OWNERSHIP. Upon the sale of any unit, the Purchaser shall notify the Association or its agent in writing of the name, address and telephone number of such Purchaser. Such Purchaser shall have no right to vote on any Association matter prior thereto.

10. AMENDMENTS - Amendments to the By-Laws shall be proposed and adopted in accordance with the provisions of the condominium documents. An amendment, when adopted, shall become effective only after being recorded in the public records of Bernalillo County, New Mexico. These By-Laws shall be amended, if necessary, so as to make the same consistent with the provisions of the Declaration.

RULES AND REGULATIONS

Each owner, invitee, relative, guest, or otherwise, hereinafter referred to as occupant of the condominium parcel, shall, in addition to the obligations and duties as set forth in the Declaration of Covenants and Restrictions and the By-Laws or any amendments thereto, be governed by the following regulations:

1. All automobiles shall be parked only in the parking spaces so designated for that purpose by the Association. Such designation may be by separate letter or appropriate marking of the parking space or spaces by the owner's last name and/or unit number.

2. Each occupant shall maintain his unit in good condition and repair, including all external surfaces within or surrounding his unit, and maintain and repair the fixtures therein and shall promptly pay for any utilities which are metered separately to his unit. Additional plantings in the area around a unit may be made by that unit owner, but must be maintained in a manner acceptable to the managing agent. Maintenance and replacement of window glass and screens is the obligation of the occupant.

3. Each unit occupant shall maintain his unit in a clean and sanitary manner. The exterior of a unit shall not be used for hanging of garments or other objects, or for cleaning of rugs or other household items.

4. No dogs, cats or other pet animals shall be permitted to walk or run about the common areas unless accompanied by an occupant. Violation of thisprovision shall entitle the Association to have the animal removed from the Condominium Property.

5. Exterior painting of doors or buildings, or additions such as screen doors or lighting fixtures shall at all times be within the harmony and general appearance of all condominium parcels.

6. No occupant may make or permit any disturbing noises in the building or on the Condominium Property, whether made by himself, his family, friends, guests or servants, nor do or permit anything to be done by such persons that would interfere with the rights, comforts, or other conveniences of other occupants. No occupant may play or suffer to be played any musical instrument, phonograph, radio or television set in his unit or on or about the Condominium Property between the hours of 11:00 P.M. and the following 8:00 A.M., if the same shall in any manner disturb or annoy the other occupants of the condominium.

7. No radio or television antenna or antennas, or any wiring for any such purpose may be installed on the exterior of any building or upon the Condominium Property without the prior written consent of the Association or managing agent.

8. Disposition of garbage and trash shall be only by use of the refuse bins in the common area.

9. Each unit may identify its occupants in the space provided on the mailbox for that unit.

EXHIBIT "B"

10. No signs, advertising, or notices of any kind or type, whatsoever, including but not limited to, "For Rent" or "For Sale" signs, shall be permitted or displayed on the exterior of any unit, nor shall the same be posted or displayed in such a manner as to be visible from the exterior of any unit without the written consent of the Association or managing agent. This provision shall not be applicable to any party who comes into possession of the unit pursuant to any remedies provided in a mortgage or deed of trust or foreclosure of same, or deed in lieu of foreclosure.

11. Each owner has the right to sell or lease his unit. Each new owner shall be bound by the provisions of the Declaration and these Rules and Regulations.

12. All official notices of the Association or of the managing agent, except as otherwise required by the By-Laws of the Association, shall be mailed to each member at the address on file and recorded for such purposes with the Association and managing agent. No member shall make or permit to be made, any written, typed or printed notices of any kind or type whatsoever, or post the same on the bulletin boards, mail or otherwise circulate it to other members, which purports or represents to be, an official act or notice of the Association or managing agent. Notices of social nature or purpose by a member in his capacity as a member, to other members are specifically excluded, provided that all such notices shall bear the signature of the member or members making or uttering such notices and shall be fully responsible for the contents thereof.

13. No inoperable motor vehicle shall be parked on any portion of the Condominium Property for more than three consecutive days. The Association or Managing Agent may remove any such vehicle from the Condominium Property found to have been parked thereon in violation of this rule.

14. No occupant shall store any property on outside stairways or outside hallways.

15. No boats, recreational vehicles, trailers, campers or the like shall be stored on the Condominium Property.

A F F I D A V I T

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

I hereby certify that the plans attached hereto and marked Exhibit "D-1" and "D-2" are copies of portions of the plans of the buildings as filed with, and approved by, the City of Albuquerque, which has jurisdiction over the issuance of permits for construction of buildings.

_____

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 1982.

_____
Notary Public

My Commission Expires:

_____

EXHIBIT "C"

DRAINAGE REPORT & GRADING PLAN

WENONAH VILLAGE

July, 1981



RECEIVED
AUG 6 3 1981
CITY ENGINEER

Consultants terra-sol inc.
P.O. Box 142 Sandia Park, New Mexico 87047 (505) 281-1991

July 24, 1981

Mr. Chuck Easterling
Principal Assistant City Engineer, Hydrology
Municipal Development
City of Albuquerque
400 Marquette NW
Albuquerque, New Mexico 87102

RE: Wenonah Village

Dear Mr. Easterling:

We are submitting the attached report, prepared by Consultants/Terra-Sol, Inc., together with a soils report for the subject property prepared by ATL, for your review and approval.

Thank you.

Respectfully,

Christopher L. Weiss, P.E.
President

CLW/vw

DRAINAGE REPORT & GRADING PLAN
WENONAH VILLAGE

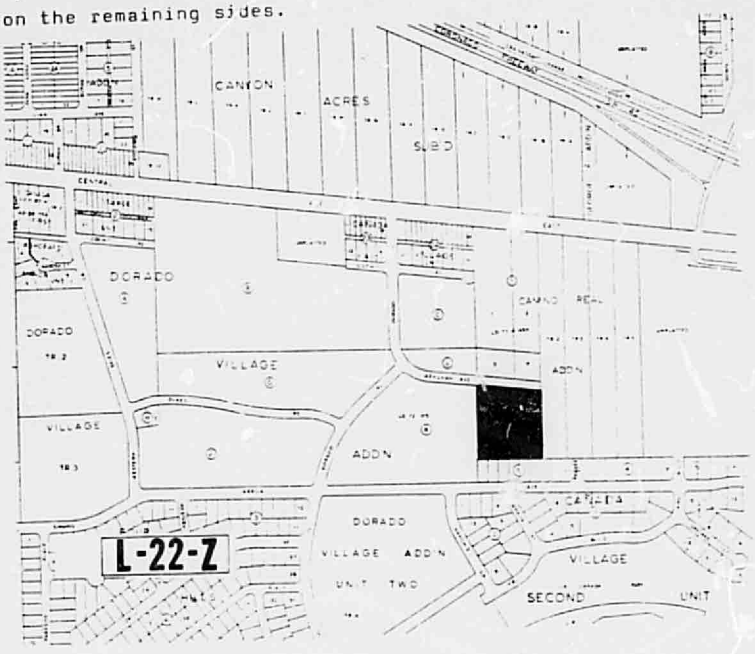
JULY 1981

I N T R O D U C T I O N

At the request of the Wenonah Partnership, Consultants/Terra-Sol, Inc., has investigated the storm drainage for a proposed townhouse complex, known as Wenonah Village. This investigation follows the criteria set forth in the November, 1979, City of Albuquerque Interim Drainage Guidelines, which requires the detention of all additional runoff created by development.

S I T E L O C A T I O N

The proposed townhouse site (3.28 Acres) is located in the S.E. quadrant of the City. It lies approximately 800 feet southwest of the old Western Skies Motel and is boardered by an apartment complex on the west side and undeveloped land on the remaining sides.



WENONAH VILLAGE

JULY 1981

PROPOSED DEVELOPMENT

The proposed development will consist of 16 individual, two-story 4-plex structures, support facilities, paved access and parking.

Proposed construction features which are pertinent to drainage are as follows:

1. The structure's roofs will drain freely with no roof ponding.
2. The areas around each structure will be sloped to drain the majority of flows to adjoining swales for primary routing to two street/parking area ponds before final routing to discharge points along the west boundary. No ponding will occur adjacent to any structure.
3. The discharge points along the west boundary has been previously planned for as shown on the enclosed grading plan for the adjacent apartment complex. Side swales located on-site, along with proposed block walls along a portion of the west side, will provide positive control to these outflow points.

TOPOGRAPHIC MAP

The topographic map used as a basis for the grading plan was supplied by Walker Surveying Co., Inc., from a survey completed on 9/80. This map represents the topography for the site as it now exists.

SOILS REPORT

The soil-type for the site consists primarily of silty sands, granitic in nature. Specific drainage recommendations require edges of any ponding areas be held a minimum of 15 feet from any building for the foundation design covered in the report.

WENONAH VILLAGE JULY 1981

D R A I N A G E / G R A D I N G E X H I B I T

The drainage/grading plan located in the back of this report shows the location of the proposed drainage improvements and the proposed final grades of the site improvements.

E X I S T I N G D R A I N A G E

Existing conditions indicate that the site is subject to off-site flows in the form of sheet flow. The area draining to the site originates along the western boundary of the old Western Skies Motel and comprises 3.82 Ac. of undeveloped land, with an average slope of 3% to the southwest.

Surface runoff from the site area presently discharges either to the west through the adjoining apartment complex or along the southwest corner region across undeveloped land, for eventual collection onto Singing Arrow Lane, a paved street.

The site is not located in a flood-hazard area, as shown on Page 9 of the Flood Hazard Boundary Map, dated Dec. 4, 1979.

D E V E L O P E D D R A I N A G E

Offsite Flows

Offsite flow will be intercepted within the eastern protion of the site and routed through the site by way of internal swales and parking areas. Offsite flows will either be routed through the pond areas or discharge directly at the controlled points of release along the west boundary of the site.

Total offsite flow to be intercepted in the form of sheet flow is $Q = CIA = (0.4)(5.4)(3.82 \text{ Ac.}) = 8 \text{ cfs.}$

Onsite Flows

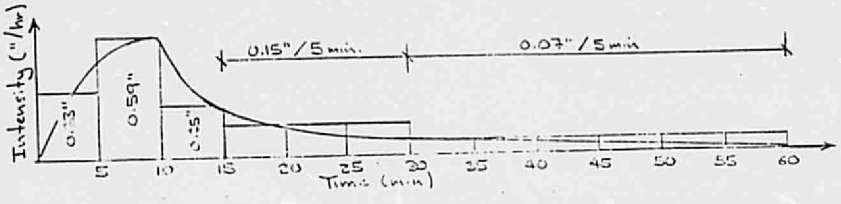
The majority of all flows originating within the site will be collected by swales and the internal street system for routing to the two designated parking/pond areas. These ponds will have positive discharge provided at the curb with flows draining to specific outlet points at the west side of the site.

A spillway overflow for each pond will be provided at the west end of each parking/pond area with the discharge following the outlet pipe flow pattern to the west.

D R A I N A G E C A L C U L A T I O N S

The inflow-outflow hydrograph method used for this report is based on data supplied by the City Engineer's Office for new development, using the Rational Method as the model for the rainfall-runoff process.

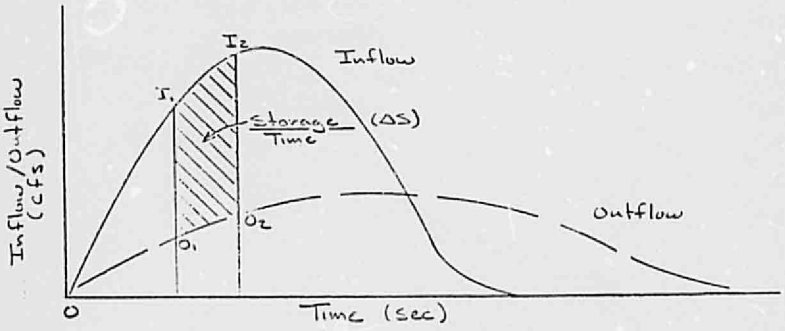
In particular, the 6 hr.-100 yr. storm of 2.4" was used to form a precipitation profile for a one hour period of the 6 hr.-100 yr. average storm of total "P" for the one hour of 2.05". (This storm was adjusted for the site area of 2.6").



The rationale is that every conceivable storm which results in a total precipitation of 2.05" in one hour is by definition a 100 hr. storm event. This is a sound procedure for designing detention basins capable of intercepting the entire 100 yrs. developed runoff volume, with a Q5 release rate, irregardless of whether the peak intensity occurs at the

beginning or toward the end of the storm period. The net result is a more effective detention basin design and use of the affected land.

General Data



Typical Inflow/Outflow Hydrograph

Equations Used

$$\Delta S = \frac{I_1+I_2}{2}\Delta t - \frac{O_1+O_2}{2}\Delta t = S_2 - S_1$$

$$\Delta S = S_2\,\Delta t - Si\,\Delta t$$

$$I_1+I_2+A_1 = R_2; \quad \text{where } A_1 = \frac{2S_1}{\Delta t} - O_1$$

$$R_2 = \frac{2S_2}{\Delta t} + O_2$$

$$I = S/\Delta t = \frac{[C_1 \times P \times A_2 \times 43{,}560/12]}{\Delta t}$$

Where C_1 = Runoff Coefficient

P = Local Area Precipitation (inches) = (SE/2.40) Po

Ar = Drainage Basin (Ac.)

SE = Local 6 hr.-100 hr. storm event

Po = 1 hr. (6 hr.-100 yr. average storm) Precipitation (inches)

WENONAH VILLAGE JULY 1981

Runoff to South Pond: Areas 2, 3 and Southern Offsite Area

Base Data

Onsite Area = 1.23 Acres Offsite Area = 1.53 Acres

Runoff Coefficient before development = 0.40

Runoff Coefficient after development = 0.60

Q100 Runoff = (0.49)(5.4)(2.76) = 7 cfs (Spillway design)

Q5 Runoff = (0.40)(2.43)(1.23) = 1.2 cfs (Outlet pipe design)

Local Area Precipitation = 2.6"

Total Onsite Developed Volume to be routed through pond

= (2.6/12)(0.60)(1.23) = 6,965 ft.^{3}

Spillway Data

Available Head = 0.2'; Minimum flow capacity = 7 cfs

Spillway Breadth = 31' (Eq. Q = CLH 3/2)

Pipe Data

Available Head = 1.24', maximum Q discharge for head available = 1.2 cfs

Area = 24.17 in.^{2} (Eq. Q = CA$\sqrt{2gh}$)

Results (See Data Sheets in Back of Report)

Peak Volume stored while outflowing Q5 of 1.17 cfs (maximum achieved for pipe size and head available) = 2683 ft.^{3} at time interval of 30-40 minutes at a depth in pond at 1.24'.

Outlet Facilities

The pond outlet facilities will be defined by a concrete header curb as shown on the grading plan. The outlet will consist of 1) a 6" diameter steel pipe sch. 120 with a flowline at elevation 5605.50 to release the entire ponded volume from the site at a controlled rate of 1.17 cfs, and 2) a 31' long spillway with its lip at elevation 5606.74. The capacity of the spillway is based on the site developed runoff of 7 cfs.

If the pipe remains open for the entire storm cycle, the maximum volume to be stored temporarily in the pond would equal 2683 ft.^{3} at a high water elevation of 5606.74'.

If the pipe should become plugged, ponded waters would have the potential to rise briefly to elevation 5606.94' to discharge peak flows over the spillway.

Runoff to North Pond: Areas 5, 6 and Northern Offsite Area

Base Data

Onsite Area = 1.07 Acres Offsite Area = 2.29 Acres

Runoff Coefficient before development = 0.40

Runoff Coefficient after development = 0.60

Q100 Runoff = (0.46)(5.4)(3.36) = 8 cfs (Spillway design)

Q5 Runoff = (0.40)(2.43)(1.07) = 1 cfs (Outlet pipe design)

Local Area Precipitation = 2.6"

Total Onsite Developed Volume to be routed through pond

= (2.6/12)(0.60)(1.07) = 6,059 ft.^{3}

Spillway Data

Available Head = 0.2', minimum flow capacity = 8 cfs

Spillway Breadth = 36' (Eq. Q = CLH 3/2)

Pipe Data

Available Head = 1.21, maximum Q discharge for head available = 0.98 cfs

Area = 19.98 in.^{2} (Eq. Q = CA$\sqrt{2gh}$)

Results (See Data Sheets in Back of Report)

Peak Volume stored while outflowing Q5 of 0.98 cfs (maximum achieved for pipe size and head available)

= 2576 ft.^{3} at time interval of 35-40 minutes at a depth in pond at 1.21'.

Outlet Facilities

The pond outlet facilities will be defined by a concrete header curb as shown on the grading plan. The outlet will consist of 1) a 5" steel pipe sch. 40 with a flowline at elevation 5607.50 to release the entire ponded volume from the site at a controlled rate of 0.98 cfs, and 2) a 36' long spillway with its lip at elevation 5608.71. The capacity of the spillway is based on the site developed runoff of 8 cfs.

If the pipe remains open for the entire storm cycle, the maximum volume to be stored temporarily in the pond would equal 2576 ft.^{3} at a high water elevation of 5608.71.

If the pipe should become plugged, ponded waters would have the potential to rise briefly to elevation 5608.91 to discharge peak flows over the spillway.

Summary of Flows:

I_{100} = 5.4"/hr. (Tc = 10 minutes)

I_5 = 2.43"/hr. (Tc = 10 minutes)

Pt. of Discharge	Basin	Area	Q5	Q100	Total Allow. Q at Pt.	Type of Discharge
1	1	0.54		2	4>2, Ok	Unrestricted
2	Offsite	1.53		3		Spillway
	2,3	1.23	1			Pipe Outlet
	4	0.17	0.5		8.2>4.5, Ok	Unrestricted
3	Offsite	2.29		5		Spillway
	5,6	1.07	1		8.8>6, Ok	Pipe Outlet
4.	7	0.27		1	3.2>1, Ok	Unrestricted

R E C O M M E N D A T I O N S

1. Grade site around each structure with a positive slope to carry drainage to discharge points.

2. Locate south pond in parking area with positive discharge outletting to west. Install 1-6" pipe at flow line invert of 5605.50.

3. Locate north pond in parking area with positive discharge outletting to west. Install 1-5" pipe at flow line invert of 5607.50.

4. Construct overflow spillways in concrete header curbs on west side of ponds. Construct wier 0.2' deep by 31' long (south pond, flow line at 5606.74), 36' long (north pond, flow line at 5608.71).

5. Line bottom of drainage swales at outlets of ponds with large gravel to hold erosion to a minimum.

6. Construct site perimeter retaining walls, as shown.

C O N C L U S I O N

Because a majority of the site drains directly into two pond areas, a total volume of 13,024 ft.^{3} is subject to controlled release. This exceeds the requirements set forth by the '79 Interim Guidelines which require the control of increased runoff due to development, or 6191 ft.^{3} in this case. Additionally, the adjacent apartment site to the west had limitations set on the points of entrance of offsite flows and maximum allowable flow rates to be accepted. This site will match these points of discharge and all proposed flow rates at the points of discharge are under the maximums allowed.

STORMWATER DETENTION POND DESIGN

STORMWATER DETENTION POND DESIGN
SMALL DRAINAGE AREA
"SOUTH POND"

PROGRAM PARAMETERS

A2 = DRAINAGE BASIN SIZE(ACRES)	1.23	
C1 = RUNOFF COEFFICIENT	.6	
C2 = FIRST GEOMETRIC VOLUME COEFFICIENT	1250	
C3 = SECOND GEOMETRIC VOLUME COEFFICIENT	550	
C4 = HEAD LOSS COEFFICIENT	.8	
C5 = PRECIPITATION COEFFICIENT	1.083	
D = DISCHARGE PIPE DIAMETER~~(FT.)~~ (IN)	5.501	(6", CS, S.R-120)
J = INCREMENTAL DEPTH SIZE(FT)	.05	
K = NUMBER OF ROUTING TIME PERIODS	15	
T = ROUTING TIME(SECS)	300	
X = DEPTH OF DETENTION POND(FT)	1.5	
Z = DRAIN PIPE ELEVATION-EXIT TO ENTRANCE(FT)	0	

PART ONE

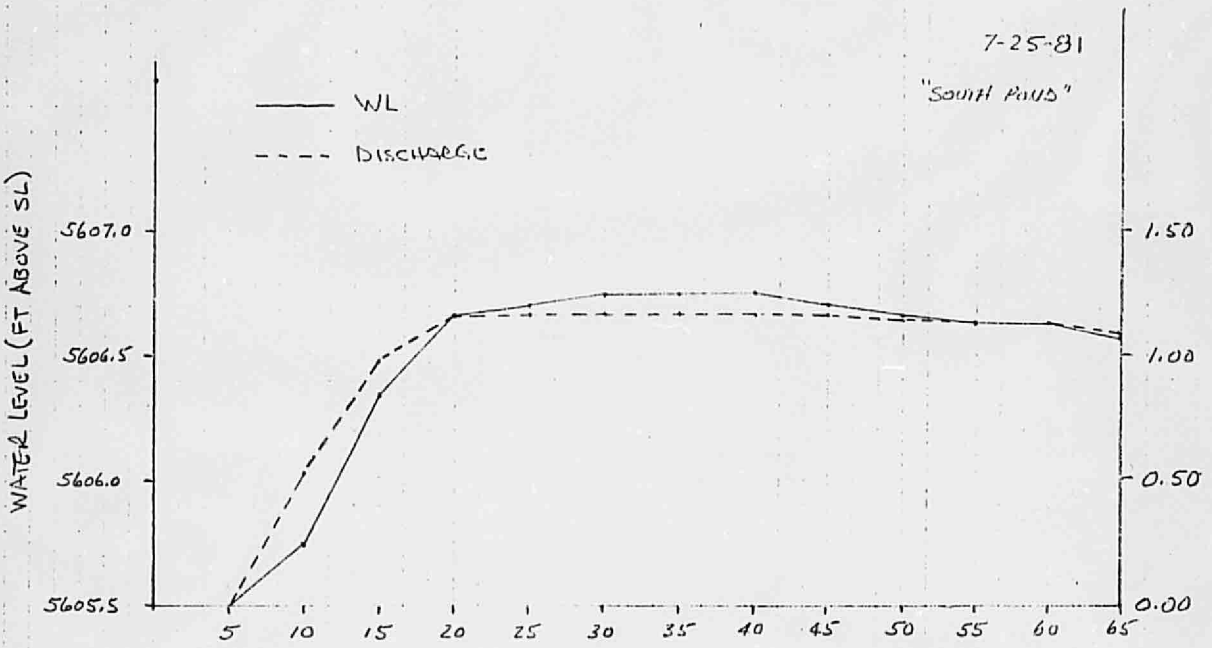
ROUTING ELEMENT VS DISCHARGE RATE
FOR A KNOWN STORAGE VOLUME

DEPTH TO INVERT (FEET)	STORAGE VOLUME (CUBIC FEET)	DISCHARGE RATE (CU FT/SEC)	ROUTING ELEMENT (CU FT/SEC)
0	0	0	0
.05	69	.23	0
.1	141	.33	1
.15	216	.41	1
.2	294	.47	2
.25	376	.52	3
.3	459	.58	3
.35	546	.62	4
.4	635	.67	4
.45	726	.71	5
.5	820	.74	6
.55	915	.78	6
.6	1015	.82	7
.65	1115	.85	8
.7	1217	.88	9
.75	1324	.91	9
.8	1427	.94	10
.85	1534	.97	11
.9	1642	1	11
.95	1751	1.03	12
1	1866	1.05	13
1.05	2029	1.08	14
1.1	2197	1.11	15
1.15	2367	1.13	16
1.2	2541	1.16	18
1.25	2719	1.19	19
1.3	2899	1.2	20
1.35	3082	1.23	21
1.4	3269	1.25	23
1.45	3459	1.27	24
1.5	3653	1.29	25
1.55	3849	1.31	26

PART TWO

CALCULATE ROUTING EQUATION ELEMENTS

T (MIN)	I2 (CFS)	SV (CF)	R1 (CFS)	R2 (CFS)	O2 (CFS)	WL (FT)
5	0	0	0	0	0	5605.5
10	3.19	375	2	3	.52	5605.75
15	5.7	1513	9	11	.97	5606.34
20	2.41	2402	14	17	1.14	5606.56
25	1.45	2541	16	18	1.16	5606.7
30	1.45	2683	17	19	1.17	5606.74
35	1.45	2683	17	19	1.17	5606.74
40	.77	2683	17	19	1.17	5606.74
45	.67	2541	16	18	1.15	5606.7
50	.67	2402	15	17	1.14	5606.66
55	.67	2265	14	15	1.12	5606.62
60	.67	2265	13	16	1.12	5606.62
65	.67	2095	13	15	1.09	5606.57
70	0	1798	11	13	1.04	5606.47
75	0	1513	9	11	.97	5606.34


7-25-81
"South Pond"
WL
DISCHARGE
WATER LEVEL (FT ABOVE SL)
5607.0
5606.5
5606.0
5605.5
1.50
1.00
0.50
0.00
5
10
15
20
25
30
35
40
45
50
55
60
65

STORMWATER DETENTION POND DESIGN
SMALL DRAINAGE AREA
"NORTH POND"

PROGRAM PARAMETERS

A2 = DRAINAGE BASIN SIZE(ACRES)	1.07	
C1 = RUNOFF COEFFICIENT	.6	
C2 = FIRST GEOMETRIC VOLUME COEFFICIENT	1350	
C3 = SECOND GEOMETRIC VOLUME COEFFICIENT	650	
C4 = HEAD LOSS COEFFICIENT	.8	
C5 = PRECIPITATION COEFFICIENT	1.083	
D = DISCHARGE PIPE DIAMETER ~~(FT)~~ (IN)	5.047	5" CS, Sch-40
J = INCREMENTAL DEPTH SIZE(FT)	.05	
K = NUMBER OF ROUTING TIME PERIODS	15	
T = ROUTING TIME(SECS)	300	
X = DEPTH OF DETENTION POND(FT)	1.5	
Z = DRAIN PIPE ELEVATION-EXIT TO ENTRANCE(FT)	0	

PART ONE

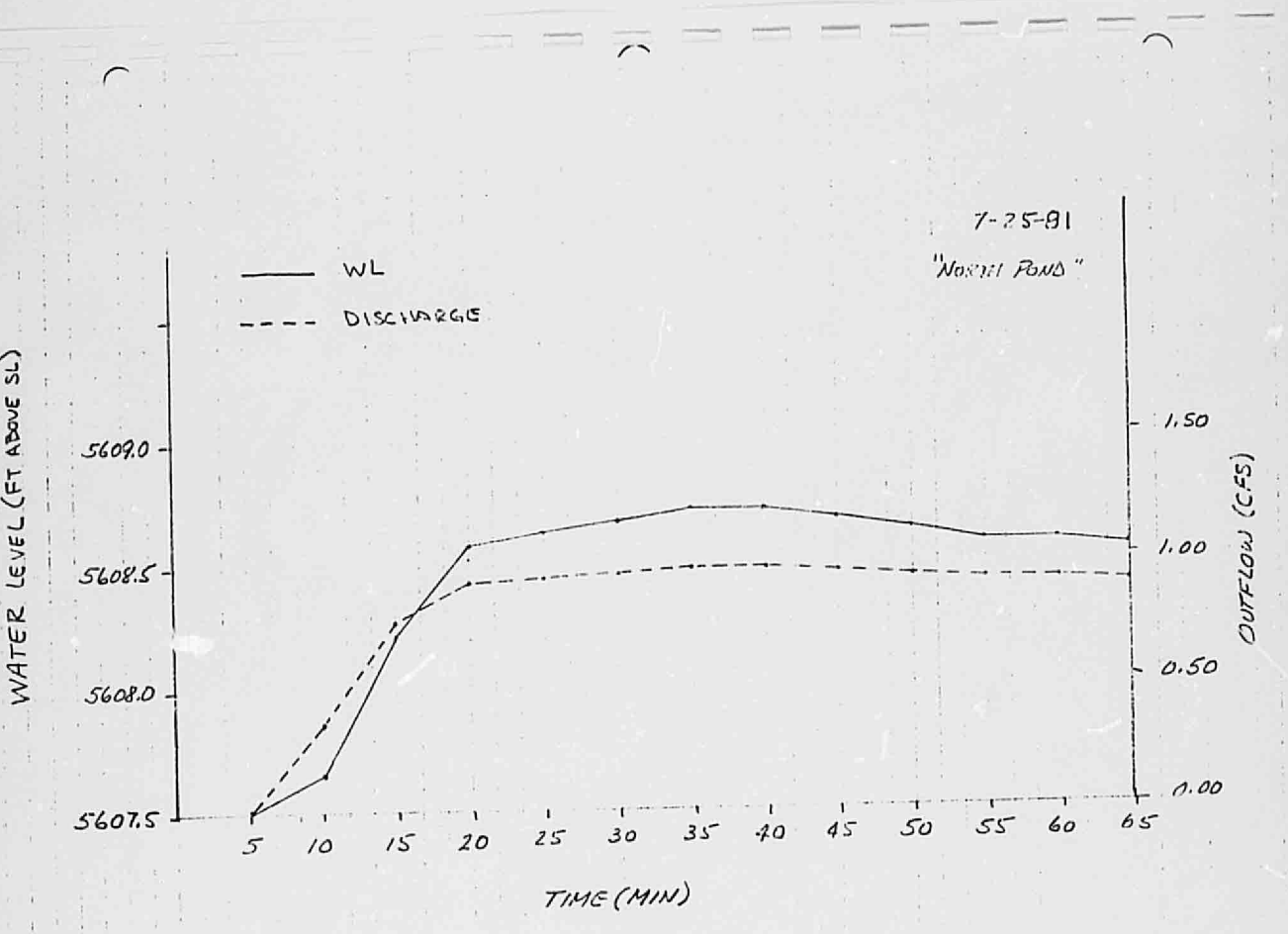
ROUTING ELEMENT VS DISCHARGE RATE
FOR A KNOWN STORAGE VOLUME

DEPTH TO INVERT (FEET)	STORAGE VOLUME (CUBIC FEET)	DISCHARGE RATE (CU. FT/SEC)	ROUTING ELEMENT (CU. FT/SEC)
0	0	0	0
.05	69	.19	0
.1	141	.28	1
.15	216	.34	1
.2	294	.39	2
.25	376	.44	2
.3	459	.48	3
.35	546	.52	4
.4	635	.56	4
.45	726	.59	5
.5	820	.63	5
.55	916	.66	6
.6	1015	.69	7
.65	1115	.71	8
.7	1217	.74	8
.75	1321	.77	9
.8	1427	.79	10
.85	1534	.82	11
.9	1643	.84	11
.95	1754	.86	12
1	1866	.89	13
1.05	2029	.91	14
1.1	2197	.93	15
1.15	2367	.95	16
1.2	2541	.97	17
1.25	2718	.99	19
1.3	2899	1.01	20
1.35	3082	1.03	21
1.4	3269	1.05	22
1.45	3459	1.07	24
1.5	3653	1.09	25
1.55	3849	1.11	26

PART TWO

CALCULATE ROUTING EQUATION ELEMENTS

T (MIN)	I2 (CFS)	SV (CF)	A1 (CFS)	R2 (CFS)	Q2 (CFS)	WL (FT)
5	0	0	0	0	0	5607.5
10	2.77	247	2	2	.36	5607.67
15	4.96	1239	8	9	.75	5608.21
20	2.1	2129	13	15	.92	5608.58
25	1.26	2285	14	16	.94	5608.62
30	1.26	2436	15	17	.96	5608.67
35	1.26	2576	16	18	.98	5608.71
40	.57	2576	15	18	.98	5608.71
45	.58	2436	15	17	.96	5608.67
50	.58	2285	14	16	.94	5608.62
55	.58	2129	14	15	.92	5608.58
60	.58	2129	13	15	.92	5608.58
65	.58	1998	12	14	.9	5608.54
70	0	1821	11	13	.88	5608.48
75	0	1534	9	11	.82	5608.35


7-25-91
"NORTH POND"
WL
DISCHARGE
WATER LEVEL (FT ABOVE SL)
5609.0
5608.5
5608.0
5607.5
1.50
1.00
0.50
0.00
OUTFLOW (C.F.S)
5
10
15
20
25
30
35
40
45
50
55
60
65
TIME (MIN)

7/25/91

Volume of Pond as Function of Head

$$V = A(C+D)h + 2\left(\tfrac{1}{2}\right)B(C+D)h - \tfrac{1}{2}ADh - 2\left(\tfrac{1}{6}\right)bhd$$

but $D = 20h$
$b = 20h$
$d = 20h$

$$V_1 = ACh + A(20h^2) + BCh + B(20h^2) - \tfrac{1}{2}A(20h^2) - \tfrac{1}{3}(20h)(20h)h$$

$$= (AC+BC)h + (10A+20B-10A)h^2 - \frac{400h^3}{3}$$

$$= (350+600)h - (250+400)h^2 - \frac{400}{3}h^3$$

$$= \underset{C_2}{1350h} + \underset{C_3}{650h^2} - \underset{K_3}{134h^3} \quad \text{FOR } h \le E$$

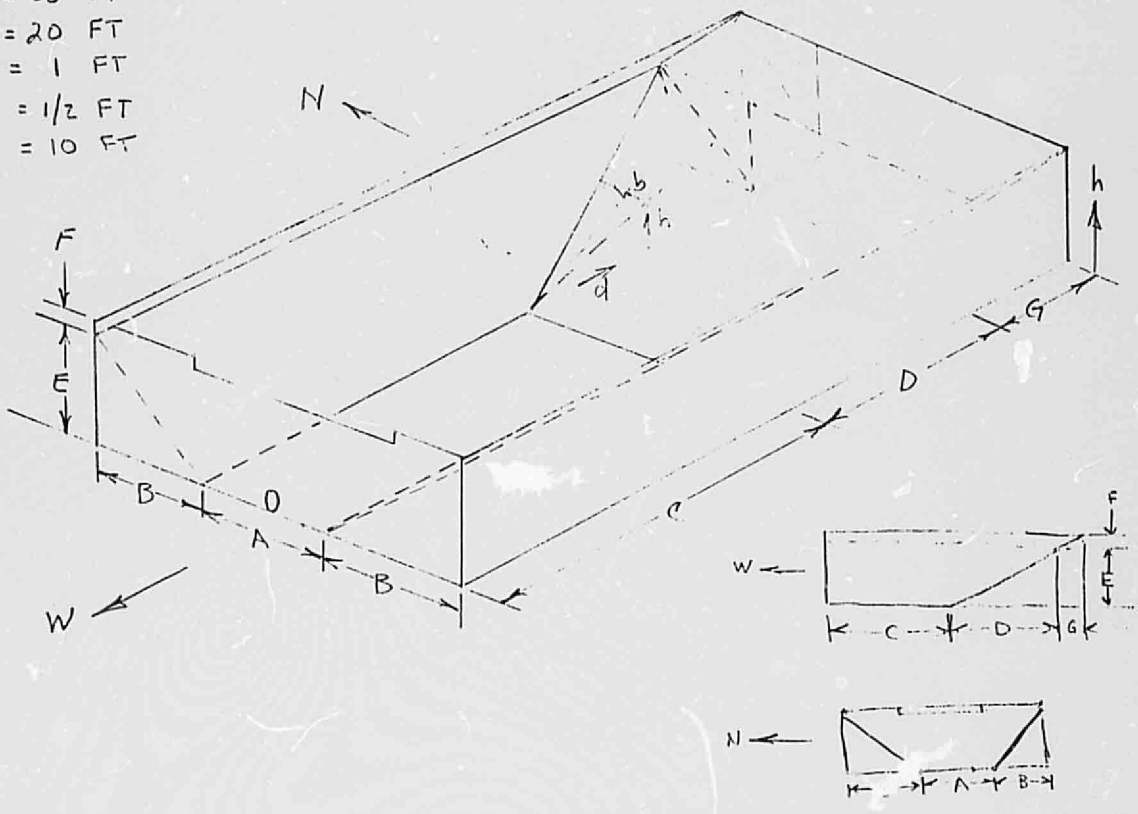
$$V_T = V_1(E) + (A+2B)(C+D)h + \tfrac{1}{2}(A+2B)(G)h$$

but $G = 20h$

$$V_T = V_1(E) + (65)(50)h + \tfrac{1}{2}(65)(20h)h$$

$$= V_1(E) + \underset{K_1}{3250h} + \underset{K_2}{650h^2} \quad \text{FOR } E < h \le (E+F)$$

A = 25 FT
B = 20 FT
C = 30 FT
D = 20 FT
E = 1 FT
F = 1/2 FT
G = 10 FT



Precipitation Coefficient (C_5)

$$C_5 = \frac{2.6}{2.4} = 1.083$$

$Q = CA\sqrt{2gh}$ $\quad C = 0.8$, $h = 1.3$

$= (0.8)(2)(3.3)(1.3)^{1/2}$ ft

$\Rightarrow$ $\quad Q = 1.20$ South Pond

$D = \frac{5.482 - w}{2}$ 6" schedule 120 C.S. pipe has ID of 5.501

---

for $D = 1.05$

$ID = 5.1$ min $\Rightarrow$

5" schedule 40 C.S pipe has ID of 5.047

GEOTECHNICAL INVESTIGATION FOR THE PROPOSED APARTMENT UNITS ON WENONAH AVENUE S. E. IN ALBUQUERQUE, NEW MEXICO

ATL ENGINEERING SERVICES NO. 7132b

OCTOBER 30, 1980

ENGINEERING SERVICES

October 30, 1980

Wenonah Partnership
c/o Ken Tekin, Inc.
6400 Uptown Blvd., N. E.
Albuquerque, New Mexico 87110

Attention: Mr. Ken Tekin

Re: ATL Engineering Services No. 7132b. Geotechnical Investigation for the Proposed Apartment Units on Wenonah Avenue, S.E. in Albuquerque, New Mexico.

Gentlemen:

Transmitted herewith is our GEOTECHNICAL INVESTIGATION REPORT for the above referenced project.

INTRODUCTION:

The test borings were drilled on October 27, 1980 using a Mobile B-56 "Pacemaker" Rotary Drill mounted on a 1969 Dodge, 4 x 4 truck, the drill itself being powered by a Ford Industrial Engine. The test holes were advanced "dry" using 6-3/8" O.D. by 3-1/4" I.D., continuous flight, 5-foot sectional hollow stem augers. Standard penetration tests were made at 2-1/2 to 5 foot vertical intervals in the holes and through the hollow stems of the augers at the time of drilling. The purpose of the standard penetration test is to obtain a measure of the relative density or consistency of the subsurface soils encountered and to obtain samples of the soils for visual inspection and laboratory testing.

TEST DATA AND RESULTS:

A sketch showing the locations of the four (4) test holes is shown on page 2 and was made from a print of the site plan furnished to our office. "Boring Log Graphs" of the Test Holes are shown on pages 3 through 6 and depict the subsurface soils encountered in the holes along with the results of the standard penetration tests, natural or existing moisture content, dry densities where obtainable, grain size classifications and Atterberg Limit Tests made on typical recovered samples. Notes and Definitions pertaining to the "Log Graphs" are shown on page 7. Conclusions and Recommendations follow.

If any questions should arise concerning the report, please contact our office.

Very truly yours,

ATL ENGINEERING SERVICES

Nicholas T. Korecki

Nicholas T. Korecki, E.I.T.

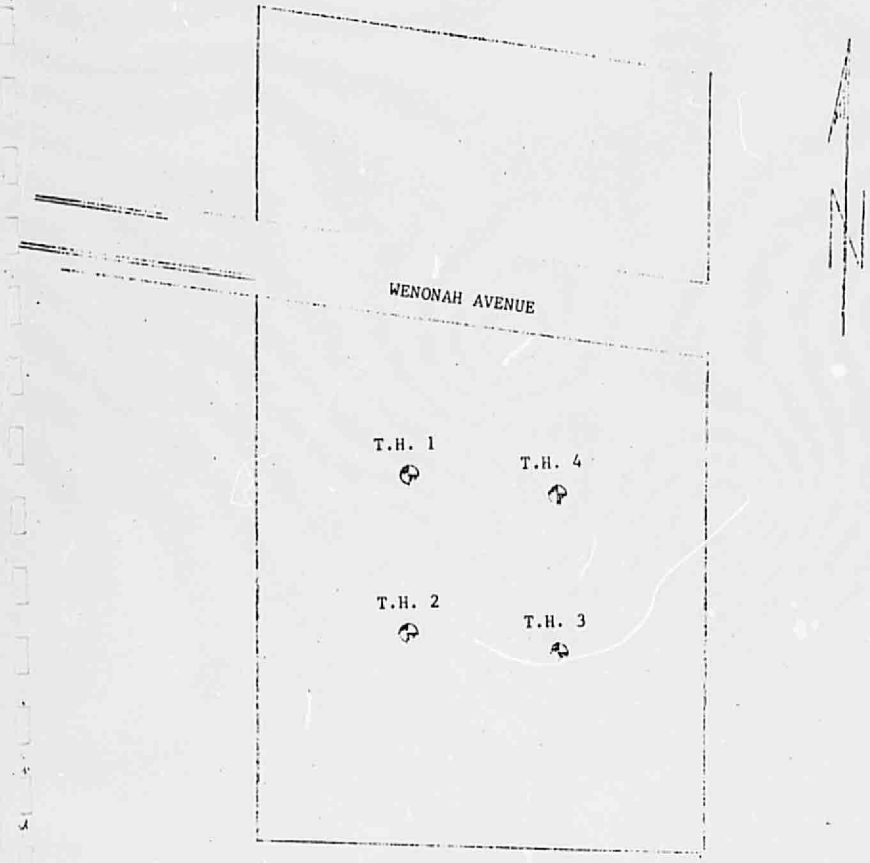
Robert K. Lloyd

Robert K. Lloyd, P.E.

lcc: Chris Weiss, P.E.

TEST BORING LOCATIONS

SCALE: 1" = 100'



PROJECT: Wenonah - Proposed Townhouses

Lab No. 7132b

Date: October 30, 1980

BORING LOG GRAPH - TEST HOLE NO. 1

Depth - Ft.	VISUAL DESCRIPTION	PENETRATION RESISTANCE Per Foot N	Per 6" or as Noted	Per Foot C	SAMPLER TYPE	MOISTURE CONTENT % M	DRY DENSITY P.C.F. D	PARTICLE SIZE DISTRIBUTION % GRAVEL	SAND	SILT & CLAY	ATTERBERG LIMITS % LIQUID LIMIT	PLASTIC LIMIT	P.I.
0	SAND, brown	10	7 4 6		S	2.7							
	to												
2½	light tan		16 22 18		S	3.8							
	or	40											
	buff,												
5	silty to very		16 16 23		S	4.4							
	silty,	39											
	medium to fine												
7½	and		18 14 12		S	5.1							
	coarse to fine	26											
	grained;												
10	variable		7 5 5		S	4.2							
	moderate	10											
	calcareous												
	"cementation",												
	trace of fine												
	gravel.												
15	(SM - some SC)		18 22 25		S	6.2							
	Decomposed granite	47											
	origin. Generally												
	Medium Dense to												
	Dense or Firm												
	Stopped Auger at 15' depth												
	Stopped Sampler at 16½' depth												

PROJECT: Wenonah - Townhouses

Lab No. 7139b

Date: October 30, 1980

BORING LOG GRAPH - TEST HOLE NO. 2

Depth - Ft.	VISUAL DESCRIPTION	PENETRATION RESISTANCE Per Foot N	Per 6" or as Noted	Per Foot C	SAMPLER TYPE	MOISTURE CONTENT% M	DRY DENSITY P.C.F. D	PARTICLE SIZE DISTRIBUTION % GRAVEL	SAND	SILT & CLAY	ATTERBERG LIMITS % LIQUID LIMIT	PLASTIC LIMIT	P.I.
0	SAND, brown to Light tan or buff, silty to very silty, medium to fine and coarse to fine grained; variable moderate calcareous "cementation", trace of fine gravel. (SM - some SC) Decomposed granite origin. Generally Medium Dense to Dense or Firm	32	14 17 15		S	4.5		8	51	41			
2½		— 42 —	17 22 20		C	4.1	104.3	3	54	43	29	14	15
5		— 19 —	16 10 9		S	4.9		7	57	36			
7½		— 27 —	15 13 14		S	4.8		6	53	41	24	16	8
10		— 21 —	8 8 13		S	3.7		9	62	29			
15		— 35 —	15 18 17		S	4.8		8	54	38			

Stopped Auger at 15' depth

Stopped Sampler at 16½' depth

PROJECT: Wenonah - Townhouses

Lab No. 7139b

Date: October 30, 1980

BORING LOG GRAPH - TEST HOLE NO. 3

Depth - Ft.	VISUAL DESCRIPTION	PENETRATION RESISTANCE Per Foot N	Per 6" or as Noted	Per Foot C	SAMPLER TYPE	MOISTURE CONTENT % M	DRY DENSITY P.C.F. D	PARTICLE SIZE DISTRIBUTION % GRAVEL	SAND	SILT & CLAY	ATTERBERG LIMITS % LIQUID LIMIT	PLASTIC LIMIT	P.I.
0	SAND, Brown to light tan or buff, silty to very silty, medium to fine and coarse to fine grained; variable moderate calcareous "cementation", trace of fine gravel. (SM - some SC)	24	5 8 16		S	4.6							
2½		44	20 19 25		C	4.9	102.9						
		67	16 30 37		S	5.1					29	15	14
5		38	13 17 21		S	3.2							
10		30	17 14 16		S	3.2							
15		14	7 7 7		S	4.6							
	Decomposed granite origin. Gererally Medium Dense to Dense or Firm Stopped Auger at 15' depth Stopped Sampler at 16½' depth												

PROJECT: Wenonah - Townhouses

Lab No. 7139b

Date: October 30, 1980

BORING LOG GRAPH - TEST HOLE NO. 4

Depth - Ft.	VISUAL DESCRIPTION	PENETRATION RESISTANCE Per Foot N	Per 6" or as Noted	Per Foot C	SAMPLER TYPE	MOISTURE CONTENT % M	DRY DENSITY P.C.F. D	PARTICLE SIZE DISTRIBUTION % GRAVEL	SAND	SILT & CLAY	ATTERBERG LIMITS % LIQUID LIMIT	PLASTIC LIMIT	P.I.
0	SAND, Brown	19	6		S	3.8							
	to		6										
			13										
2½	light tan		13										
	or	24	9		S	3.5							
	buff,		15										
5	silty to very		22										
	silty,	34	20		S	5.5							
	medium to fine		14										
	and		19										
7½	coarse to fine	33	16		S	6.0							
	grained;		17										
	variable		14										
10	moderate	27	12		S	3.4							
	calcareous		15										
	"cementation",												
	trace of fine												
	gravel.												
	(SM - some SC)		13										
15	Decomposed granite	33	18		S	6.3							
	origin. Gererally		15										
	Medium Dense to												
	Dense or Firm												
	Stopped Auger at 15' depth												
	Stopped Sampler at 16½' depth												

NOTES AND DEFINITIONS

1. **PENETRATION RESISTANCE** – BLOWS PER FOOT USING "A" ROD, 140 LB. HAMMER WITH 30-INCH GUIDED FREE FALL UNLESS OTHERWISE NOTED.
   - N – STANDARD PENETRATION RESISTANCE (ASTM: D-1586), 2" O.D. SPLIT BARREL SAMPLER
   - C – CONTINUOUS PENETRATION RESISTANCE, 2½" O.D., CONICAL, STEEL DRIVE POINT
   - R – PENETRATION RESISTANCE, 3" O.D. MODIFIED DAMES & MOORE SPLIT RING SAMPLER
2. **SAMPLE TYPE**
   - S – STANDARD SPLIT BARREL; 2" O.D. x 1-3/8" I.D.
   - C – CALIFORNIA SAMPLER; 2-3/8" O.D. EQUIPPED WITH 2" I.D. x 4" HIGH BRASS LINERS
   - R – MODIFIED DAMES & MOORE SAMPLER; 3" O.D. EQUIPPED WITH 2.42" I.D. x 1" HIGH BRASS LINERS
   - T – SHELBY TUBE
3. **SOIL INDEX PROPERTIES**
   - M – MOISTURE CONTENT, % OF DRY SOIL WEIGHT
   - D – DENSITY, LBS PER CUBIC FOOT COMPUTED EITHER BY VOLUMETRIC OR DISPLACEMENT METHODS. SOILS CLASSIFICATIONS ARE VISUAL UNLESS ACCOMPANIED BY GRAIN SIZE ANALYSIS AND ATTERBERG LIMITS.
4. **WATER TABLE** – IF ENCOUNTERED IS NOTED ON LOG GRAPHS AS ⏚.

UNIFIED SOIL CLASSIFICATION SYSTEM
ASTM: D2487

COARSE-GRAINED SOIL

MORE THAN 50% LARGER THAN 200 SIEVE SIZE

Symbol	Letter	DESCRIPTION	MAJOR DIVISIONS
	GW	WELL-GRADED GRAVELS OR GRAVEL-SAND MIXTURES, LESS THAN 5% - 200 FINES	GRAVELS More than half of coarse fraction is larger than No. 4 sieve size.
	GP	POORLY-GRADED GRAVELS OR GRAVEL-SAND MIXTURES, LESS THAN 5% - 200 FINES	
	GM	SILTY GRAVELS, GRAVEL-SAND-SILT MIXTURES, MORE THAN 12% - 200 FINES	
	GC	CLAYEY GRAVELS, GRAVEL-SAND-CLAY MIXTURES, MORE THAN 12% - 200 FINES	
	SW	WELL-GRADED SANDS OR GRAVELLY SANDS, LESS THAN 5% - 200 FINES	SANDS More than half of coarse fraction is smaller than No. 4 sieve size.
	SP	POORLY-GRADED SANDS OR GRAVELLY SANDS, LESS THAN 5% - 200 FINES	
	SM	SILTY SANDS, SAND-SILT MIXTURES MORE THAN 12% - 200 FINES	
	SC	CLAYEY SANDS, SAND-CLAY MIXTURES MORE THAN 12% - 200 FINES	

FINE-GRAINED SOIL

MORE THAN 50% SMALLER THAN 200 SIEVE SIZE

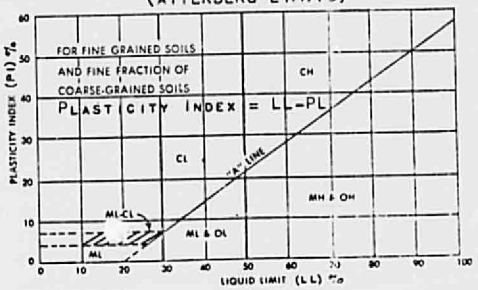
Symbol	Letter	DESCRIPTION	MAJOR DIVISIONS
	ML	INORGANIC SILTS AND VERY FINE SANDS, ROCK FLOUR, SILTY OR CLAYEY FINE SANDS OR CLAYEY SILTS WITH SLIGHT PLASTICITY	SILTS AND CLAYS Liquid limit less than 50
	CL	INORGANIC CLAYS OF LOW TO MEDIUM PLASTICITY, GRAVELLY CLAYS, SANDY CLAYS, SILTY CLAYS, LEAN CLAYS	
	OL	ORGANIC SILTS AND ORGANIC SILT-CLAYS OF LOW PLASTICITY	
	MH	INORGANIC SILTS, MICACEOUS OR DIATOMACEOUS FINE SANDY OR SILTY SOILS, ELASTIC SILTS	SILTS AND CLAYS Liquid limit greater than 50
	CH	INORGANIC CLAYS OF HIGH PLASTICITY, FAT CLAYS	
	OH	ORGANIC CLAYS OF MEDIUM TO HIGH PLASTICITY, ORGANIC SILTS	
	PT	PEAT AND OTHER HIGHLY ORGANIC SOILS	

NOTE – Soils with 5 to 12 percent minus 200 fines should be classified with dual symbols.

SOIL FRACTIONS

Component			Size Range
Boulders			Above 12 in.
Cobbles			3 in. to 12 in.
Gravel			3 in. to No. 4 sieve
Coarse Gravel			3 in. to ¾ in.
Fine gravel	G		¾ in. to No. 4 sieve
Sand			No. 4 to No. 200
Coarse	CS	TS	No. 4 to No. 10
Medium	MS		No. 10 to No. 40
Fine	FS		No. 40 to No. 200
Fines (silt or clay)	S/C		Below No. 200 sieve

PLASTICITY CHART
(ATTERBERG LIMITS)



Lab. No. 7139b

CONCLUSIONS AND RECOMMENDATIONS

Based on the conditions of the surface and subsurface soil existing at the test locations; standard penetration tests (A.S.T.M. D-1586) made at the time of drilling; the results of laboratory tests performed on soil samples obtained from the site; and a visual inspection of the proposed site we submit the following opinions and recommendations concerning the design of the foundations for the proposed Apartment Units on Wenonah Avenue:

A. SITE CONDITIONS

The proposed site is bounded by Wenonah Avenue to the North and existing apartment units to the West, and is covered with native grasses and some scattered rubble. The ground surface slopes generally downward from East to West. The subsurface soil conditions are shown on the "Boring Log Graphs" on pages 3 through 6. All four test borings revealed alluvial deposits of silty sands with a little gravel (SM) to the 15 foot depth of the borings and with lesser amounts of interbedded slightly clayey sands (SC). These soils are granitic in nature, having originated from the Sandia Mountains to the East. Generally, the soils encountered are in a medium dense state of relative density with a few loose zones at the locations and depths indicated on the Log Graphs. All of the soils are essentially nonplastic or of zero to low plasticity, revealed low moisture contents, and possess none to very slight expansive potential. Some of the finer grained soil zones encountered, especially the very silty, calcareous sands should be protected from moisture infiltration.

B. PROPOSED CONSTRUCTION

It is our understanding that the apartments will be two story four plex buildings with first floor slabs on grade. Foundations will consist of continuously reinforced strip footings and individual

spot footings. Driveway and Parking areas are to be paved and it is anticipated that ponding areas will be located on the site.

C. SITE GRADING

Some site work, both cutting and filling operations may be required and general guideline specifications are therefore presented below to provide a basis for quality control during site grading. It is recommended that structural fills beneath foundations, "on-grade" concrete floor slabs and paving be placed and compacted under engineering control and in accordance with the following specification requirements:

(1) The areas to receive compacted fill for support of foundations, floor slabs and asphaltic as well as concrete pavement shall be stripped of all vegetation, debris, and existing loose fill and soft or disturbed soils. The excavated areas shall be inspected by the Soils Engineer prior to placing compacted fill and may require removal of some loose or soft soils areas.

(2) The exposed ground surface (both cut as well as non-cut areas) shall then be scarified to a depth of eight inches, watered and mixed to near optimum conditions, and the scarified ground compacted to at least 90 percent of the maximum laboratory density.

(3) Fill consisting of "on-site" soils or imported granular soils (well graded decomposed granite sand or a pit run sand and gravel) approved by the Soils Engineer shall be placed in thin layers (not exceeding 8" loose depth) and compacted or densified with approved compaction equipment. Rocks larger than two inches in diameter shall not be used in the upper one foot of the compacted fill.

(4) The fill shall be compacted to at least 95 percent of the maximum laboratory density for the material used. The

maximum density shall be determined by the A.S.T.M. D-1557 compaction methods.

(5) Observations and field density tests shall be performed under the direction of the Soils Engineer during grading to provide a basis for an opinion on the degree of compaction being obtained. Where compaction is less than required, additional compactive effort shall be made, with adjustment of the moisture content as necessary until the desired compaction is obtained.

D. FOUNDATIONS

Foundations for each building should be placed either (a) all on firm, undisturbed native soils or (b), all on well compacted fill soils. (Differential settlements are much more likely to occur where foundations are placed partially on native and partially on compacted fill soils.)

(1) Foundations on Native Soils

Found or base all footings not less than 1½ feet into the natural ground soils and also such that a minimum of 2 feet below finished, exterior, adjacent grade is maintained.

(2) Foundations on Compacted Fill Soils

Found all footings on compacted fill soils such that the depth of fill is equal to at least one-half (½) of the width or least dimension of the footing but not less than 1½ feet. The compacted fill soils should also extend from all perimeter footing edges a distance equal to the thickness of compacted fill beneath the footings.

Fill soils and compaction should conform to the requirements set forth above under C - Site Grading.

For foundations based as noted above, either on the virgin or compacted fill soils, a soil bearing capacity of 2000 lbs. per square foot may be used. Minimum width of continuous footings should be 1'-4", minimum width or least dimension of spot footings should be 2'-0".

E. "ON-GRADE" FLOOR SLABS

"On-grade" floor slabs should be founded on a minimum compacted thickness of four (4) inches of either suitable on-site soils or an imported select soil. Prior to placement, existing subgrade soils should be scarified to a minimum depth of 6 inches. Both subgrade and select slab fill soils should be compacted to not less than 90 percent of Modified Proctor Density. Select slab fill soils used for this purpose should have a Plasticity Index not exceeding 6.

F. PAVING

Support for asphaltic concrete paving may be provided preferably by a minimum of six (6) inch compacted thickness of either an imported well graded sand and gravel base course or suitable "on-site" soils compacted to 95 percent of Modified Proctor Density. Minimum recommended asphaltic pavement thickness for parking areas should be 2"; minimum thickness of paving for drives should be 3". Specifications for asphaltic concrete paving and select base course may be taken from the "New Mexico Standard Specifications for Public Works Construction" 1979 Edition, Sections 115 and 302 respectively.

G. DRAINAGE AND PROTECTION OF FOUNDATION SOILS

It will be important at this site to provide and maintain positive surface water drainage around and away from all structures and to keep soils (both native and compacted fill) at and below foundation levels in a dry state. In order to minimize the possibility of water intrusions into and below foundation soils we advise that the following precautions be taken:

(a) Provide and maintain positive surface water drainage around and away from all structures.

(b) Properly compact all soils around exterior walls, foundations and in utility trenches to a minimum of 90 percent of Modified Proctor Density. The use of a silty and/or slightly clayey sand type soil with approximately 30 percent fines is recommended for this purpose. When properly compacted, this type of soil will be less permeable to surface water penetration.

(c) Discourage planting of flowers or shrubbery adjacent to exterior walls unless subsurface drainage is provided for planters or planted areas.

(d) Consideration be given to the placement of all water and sewer lines in readily accessible, protected chases and paving around all buildings.

(e) Edges of ponding areas, if required, should be situated not less than 15 feet from building perimeters.

H. SUMMARY

Recommended allowable soil bearing pressure, foundation depths, protection of soils at and below foundation depths and all other recommendations covered by this report are based on the following:

(a) actual subsurface soil conditions encountered in the test borings drilled on the site;

(b) the indicated structures to be built;

(c) our experience in the Albuquerque area and similar soil conditions at this site.

Any changes or deviations from the recommendations given in this report in structure loads, foundation depths or any other factors which could affect or alter the recommendations covered herein, should be brought to our attention before finalization of plans and prior to construction.

Your attention is directed to the fact that only very small, fractional parts of the proposed site area were "opened" and the subsurface soils exposed and tested through test borings depict soils and soil conditions only at these locations. Subsurface soils and their in-situ properties which can materially affect design considerations may be different in areas not covered by test borings. Therefore, if during construction and when excavations for footings are opened, soil foundation conditions differ from those encountered by the test borings of this report, our laboratory should be notified immediately for possible revision of our recommendations.

Professional opinions and recommendations presented in this report are based on our evaluations of the subsurface soil conditions at the site, our understanding of the proposed construction and our experience in the geotechnical field. Our only guarantee concerning the project is that our engineering and geological work and judgments given herein meet the standards of our profession at this time.

