

PLEASE RETURN TO BOARD SECRETARY

Renaissance

A master plan for the New Southwest

Master Declaration

and

Rules and Regulations

85 70543

292

RECEIVED 3 8 85

THE MASTER DECLARATION FOR RENAISSANCE

Table of Contents

ARTICLE ONE
Definitions

1.01	Association	1
1.02	Board	1
1.03	By-Laws	1
1.04	Charges	1
1.05	City	1
1.06	Community Area	1
1.07	Community Assessment	1
1.08	Community Expenses	1
1.09	Declaration	2
1.10	Delegate	2
1.11	Developer	2
1.12	Development Area	2
1.13	Lot	2
1.14	Lot Value	2
1.15	Mortgagee	2
1.16	Occupant	2
1.17	Owner	2
1.18	Person	2
1.19	Premises	3
1.20	Proportionate Share	3
1.21	Record	3
1.22	Turnover Date	3

ARTICLE TWO
Purposes/Intent

2.01	The Development	3
2.02	Expandability	3
2.03	Community Area	3
2.04	Architectural Control	3
2.05	The Association	3
2.06	Developer Rights	3

ARTICLE THREE
Scope of Declaration

3.01	Property Subject to Declaration	4
3.02	Conveyances Subject to Declaration	4
3.03	Leaks	4
3.04	Subdivision	4
3.05	Duration	4

ARTICLE FOUR
The Community Area

4.01	Ownership	4
4.02	Access Easement	5
4.03	Right of Enjoyment	5
4.04	Delegation of Use	5
4.05	Rules and Regulations	5
4.06	Utility Easements	5
4.07	Maintenance, Repair and Replacement	5
4.08	Damage by Occupant	6
4.09	Alterations, Additions or Improvements	6
4.10	Easements, Leases, Licenses and Concessions	6

11-31767
BOOK
L 276
114

STATE OF NEW MEXICO
COUNTY OF SERRANO
FILED FOR RECORD

1985 SEP 13 2:10:41

Mr. 210A 272-350

[Handwritten Signature]

4.11	Insurance	6
4.12	Condemnation	7
4.13	No Dedication to Public Use	7
4.14	Restrictions	7
4.15	Obstructions	7
4.16	Pets	7
4.17	Proscribed Activities	7
4.18	No Unsightly Uses	8

ARTICLE FIVE
Architectural Control

5.01	In General	8
5.02	Approval Procedure	8
5.03	Alteration Approval Required	9
5.04	Basis For Disapproval	10
5.05	Approval	10
5.06	Result of Inaction	10
5.07	Proceeding With Work	10
5.08	Liability	10
5.09	Certificate of Compliance	10
5.10	Fees	11
5.11	Remedy	11
5.12	Delegation By Board	11
5.13	Variances	11

ARTICLE SIX
Lot Use Restrictions

6.01	Permitted Uses	11
6.02	Prohibited Uses	11
6.03	Emissions	12
6.04	Metal Buildings	13
6.05	On Street Parking	13
6.06	Excavation	13
6.07	Landscape Setbacks	13
6.08	Rules and Regulations	13

ARTICLE SEVEN
Maintenance of Lots

7.01	In General	14
7.02	Insurance/Repair of Damage	14
7.03	Association Rights	15

ARTICLE EIGHT
The Association

8.01	In General	15
8.02	Membership	15
8.03	Delegates	15
8.04	The Board	15
8.05	Voting Rights	15
8.06	Director and Officer Liability	15
8.07	Contracts with Developer	16

ARTICLE NINE
Assessments

9.01	Purpose of Assessments	16
------	------------------------	----

9.02	Method of Payment	16
9.03	Community Assessments Prior to Turnover Date	16
9.04	Community Assessment	17
9.05	Revised Assessment	17
9.06	Special Assessment	17
9.07	Capital Reserves	18

ARTICLE TEN
Collection of Charges

10.01	Creation of Lien and Personal Obligation	18
10.02	Collection of Charges	18
10.03	Non-Payment of Charges	18
10.04	Lien for Charges Subordinated to Mortgages	19

ARTICLE ELEVEN
Annexing Additional Property

11.01	In General	19
11.02	Power to Amend	19
11.03	Effect of Supplemental Declaration	19

ARTICLE TWELVE
Developer's Reserved Rights and
Special Provisions Covering Development Period

12.01	In General	20
12.02	Promotion of Project	20
12.03	Grant of Easements	21
12.04	Developer Control of Association	21
12.05	Other Rights	21
12.06	Assignment By Developer	21

ARTICLE THIRTEEN
Amendment

13.01	Special Amendments	22
13.02	Amendment	22

ARTICLE FOURTEEN
Remedies for Breach or Violation

14.01	Self-Help By Board	22
14.02	Other Remedies of the Board	22
14.03	Costs and Expenses	23

ARTICLE FIFTEEN
Miscellaneous

15.01	Notices	23
15.02	Captions	23
15.03	Severability	23
15.04	Perpetuities and Other Invalidity	23

THE MASTER DECLARATION FOR RENAISSANCE 29.

This Declaration is made by GUARANTY SERVICE CORPORATION, a Texas corporation ("Developer") on SEPTEMBER 12, 1985.

The Developer hereby declares as follows:

ARTICLE ONE
Definitions

For the purpose of brevity and clarity, certain words and terms used in this Declaration are defined as follows:

- 1.01 ASSOCIATION: The Renaissance Property Owners Association, Inc. a New Mexico not-for-profit corporation, its successors and assigns.
- 1.02 BOARD: The board of directors of the Association, as constituted at any time or from time to time, in accordance with the applicable provisions of Article Eight.
- 1.03 BY-LAWS: The By-Laws of the Association as kept on file with the Board and which need not be Recorded.
- 1.04 CHARGES: The Community Assessment, any special assessment levied by the Association and/or any other charges or payments which an Owner is required to pay or for which an Owner is liable under this Declaration or the By-Laws.
- 1.05 CITY: The City of Albuquerque, New Mexico or any successor to the rights and powers thereof.
- 1.06 COMMUNITY AREA: Those portions of the Premises, which are specifically designated as Community Area in Exhibit B hereto, as Exhibit B may be amended or supplemented from time to time, plus any other land deeded to and accepted by the Association for use as Community Area, together with all improvements and rights appurtenant thereto. The Community Area shall generally consist of the landscaped portions of median strips of dedicated roadways within the Development, certain landscaped portions of Lots located adjacent to the intersections of dedicated roads within the Development, detention areas located on or adjacent to the Development, the easement area located or to be located immediately north of and adjacent to Mission Avenue, entrance signs located on portions of Lots, and an information sign and driveway located or to be located on a Lot or Lots, all as more precisely described in Exhibit B. The Developer may make Added Community Area subject to this Declaration pursuant to Article Eleven.
- 1.07 COMMUNITY ASSESSMENT: The amounts which the Association shall assess and collect from the Owners to pay the Community Expenses and accumulate reserves for such expenses, as more fully described in Article Nine.
- 1.08 COMMUNITY EXPENSES: The expenses of administration (including management and professional services), operation, maintenance, repair, replacement, beautification, irrigation and landscaping of the Community Area to the extent not done by or required to be done by the City (in the case of Community Area dedicated to the City) or by the Owner of a Lot (with respect to Community Area located on a Lot); additions to the Community Area Capital Reserve; the cost of insurance, water, waste removal and scavenger services, electricity, and other necessary utility expenses for the Community Area; the cost

of general and special real estate taxes and assessments, if any, levied or assessed against Community Area owned by the Association; the cost of, and the expenses incurred for, the maintenance, construction, repair and replacement of personal property acquired and used by the Association in connection with the operation of the Community Area; any expenses designated as Community Expenses by this Declaration; the cost of administering the architectural review process provided for in this Declaration; the cost of enforcing the use restrictions and rules and regulations provided for in this Declaration; and any other expenses lawfully incurred by the Association for the common benefit of all of the Owners.

1.09 DECLARATION: This instrument with all Exhibits hereto, as amended or supplemented from time to time.

1.10 DELEGATE: An individual who, after the Turnover Date, shall be entitled represent a Lot and to vote at meetings of the members of the Association, as more fully provided herein.

1.11 DEVELOPER: GUARANTY SERVICE CORPORATION, a Texas corporation, its successors and assigns to its rights under this Declaration.

1.12 DEVELOPMENT AREA: The real estate described in Exhibit A hereto with all improvements thereon and rights appurtenant thereto. Exhibit A is attached hereto for informational purposes only and no covenants, conditions, restrictions, easements, liens or charges shall attach to any part of the real estate described therein, except to the extent that portions thereof are described in Exhibit B and expressly made subject to the provisions of this Declaration as part of the Premises. Any portions of the Development Area which are not made subject to the provisions of this Declaration as part of the Premises may be developed and used for any purposes not prohibited by law.

1.13 LOT: A subdivided lot as shown on a plat of subdivision Recorded with respect to a portion of the Premises.

1.14 LOT VALUE: The value of a Lot as shown on the records of the Bernalillo County Assessor (or any successor agency which establishes values for the purpose of assessing real estate taxes with respect to the Premises) (the "Assessor") as of the first day of the Association's fiscal year. However, if a Lot has been improved or partially improved and in the reasonable judgment of the Board the Assessor's records do not reflect the improvements then in place as of such date, then the Board may assign a Lot Value to the Lot to reflect its market value using the types of factors currently in use by the Assessor and the Board's decision shall be final and binding.

1.15 MORTGAGEE: The holder of a bona fide first mortgage, first trust deed or equivalent security interest covering a Lot.

1.16 OCCUPANT: A person who occupies a Lot or a portion of a Lot and who is either the Owner, a tenant of the Owner, or a contract purchaser of the Lot.

1.17 OWNER: The Record owner, whether one or more persons, of fee simple title to a Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. The Developer shall be deemed to be an Owner with respect to each Lot owned by the Developer.

1.18 PERSON: A natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

- 1.19 **PREMISES:** That portion of the Development Area which is described in Exhibit B hereto, as Exhibit B may be amended or supplemented from time to time, with all improvements thereon and rights appurtenant thereto. The Developer may make added Premises subject to this Declaration pursuant to Article Eleven.
- 1.20 **PROPORTIONATE SHARE:** The ratio from time to time of the Lot Value of any given Lot to the aggregate Lot Values of all Lots then subject to this Declaration.
- 1.21 **RECORD:** To record in the office of the recorder of deeds of Bernalillo County, New Mexico.
- 1.22 **TURNOVER DATE:** The date on which the rights of the Developer to designate the members of the Board are terminated under Section 12.04.

ARTICLE TWO
Purposes/Intent

- 2.01 **THE DEVELOPMENT:** Some or all of the Development Area shall be the subject of a development called "Renaissance" (the "Development").
- 2.02 **EXPANDABILITY:** Upon the Recording of this Declaration the Premises shall consist of the real estate described on Exhibit B. From time to time the Developer may subject additional portions of the Development Area to the provisions of this Declaration as Added Premises, as more fully described in Article Eleven. Nothing in this Declaration shall be construed to require the Developer to subject additional portions of the Development Area to the provisions of this Declaration. Those portions of the Development Area which are not made subject to the provisions of this Declaration as Premises may be used for any purposes not prohibited by law.
- 2.03 **COMMUNITY AREA:** Portions of the Premises, including, without limitation, private roads, open areas, signs and lighting shall be designated herein as "Community Area". The Community Area shall be maintained for the common use and enjoyment of all Occupants. Each Owner of a Lot shall be assessed to pay his share of the cost of the maintenance of the Community Area as further provided in Article Nine hereof.
- 2.04 **ARCHITECTURAL CONTROL:** The Developer desires to provide a mechanism for the harmonious and attractive development of the Development and to that end provides in this Declaration for architectural controls and use restrictions.
- 2.05 **THE ASSOCIATION:** In order to provide for the orderly and proper administration and maintenance of the Community Area, for the architectural control of the Lots, and enforcement of use restrictions the Developer has formed the Association under the New Mexico Non-Profit Corporation Act. The primary purposes of the Association are to: (a) provide maintenance, repair and replacement of the Community Area; (b) review and approve proposed construction or alterations on any Lot; (c) adopt and enforce restrictions, covenants, rules, regulations, and conditions relating to the use and occupancy of the Lots; and (d) levy and collect assessments from Owners to pay the cost of performing the foregoing.
- 2.06 **DEVELOPER RIGHTS:** During the construction and marketing of Lots in the Development, the Developer shall retain certain rights set forth in this Declaration, which rights shall include the right to appoint all members of the Board and the sole right to vote at any meeting of the members, as more fully described in Article Twelve.

ARTICLE THREE
Scope of Declaration

.01 **PROPERTY SUBJECT TO DECLARATION:** Developer, expressly intends and by Recording this Declaration, does hereby subject the Premises to the provisions of this Declaration. Developer shall have the right from time to time to subject additional portions of the Development Area to the provisions of this Declaration as Added Premises, as provided in Article Eleven hereof. Nothing in this Declaration shall be construed to obligate the Developer to subject to this Declaration any Premises any portion of the Development Area other than those portions which are described in Exhibit B hereto or which are added by Exhibit B by Supplemental Declarations Recorded by the Developer pursuant to Article Eleven.

.02 **CONVEYANCES SUBJECT TO DECLARATION:** All covenants, conditions, restrictions, easements, reservations, liens, charges, rights, benefits and privileges which are granted, created, reserved or declared by this Declaration shall be deemed to be covenants appurtenant to and running with the land and shall at all times inure to the benefit of and be binding on any Person having at any time any interest or estate in any part of the Premises including, without limitation, lessees and contract purchasers. Reference in any deed of conveyance, lease, mortgage, trust deed, other evidence of obligation, or other instrument to the provisions of this Declaration shall be sufficient to create and reserve all of the covenants, conditions, restrictions, easements, reservations, liens, charges, rights, benefits and privileges which are granted, created, reserved, or declared by this Declaration, as fully and completely as though they were set forth in their entirety in any such document.

.03 **LEASES:** An Owner shall have the right and power to lease any portion or all of a Lot on such terms as the Owner shall deem advisable. However, any such lease shall be in writing, a copy of the lease shall be delivered to the Association and the lease shall specifically provide that it is subject to the terms of this Declaration and that any failure of the lessee to comply with the terms of this Declaration shall be a default under the lease.

.04 **SUBDIVISION:** No Lot shall be further subdivided or partitioned without the prior written consent of the Board.

.05 **DURATION:** Except as otherwise specifically provided herein the covenants, conditions, restrictions, easements, reservations, liens and charges, which are granted, created, reserved or declared by this Declaration shall be appurtenant to and shall run with and bind the land for a period of forty (40) years from the date of recording of this Declaration and for successive periods of ten (10) years each unless revoked, changed or amended in whole or in part by Recorded instrument executed by not less than three-fourths (3/4) of the then Owners.

ARTICLE FOUR
The Community Area

.01 **OWNERSHIP:** At the time that each portion of the Development Area is made subject to this Declaration as Community Area, such portion shall either (i) be (or have been) conveyed to the Association, (ii) be dedicated to the City or a political subdivision thereof, (iii) be subject to an easement or license granting the right to use and maintain such portion to the Association, or (iv) be part of a Lot. Any Community Area which is conveyed to the Association shall be free and clear of any mortgage or trust deed whatsoever at the time of such conveyance.

4.02 ACCESS EASEMENT: Each Owner shall have a non-exclusive perpetual easement for ingress to and egress from his Lot over and across all walkways, private roads and driveways located on the Community Area, which easement shall run with the land, be appurtenant to and pass with the title to every Lot. The City or any other governmental authority which has jurisdiction over the Development Area and any public or private utility which serves the Development Area shall have a non-exclusive easement of access over the Community Area for police, fire, ambulance, waste removal, and other vehicles for the purpose of furnishing utilities or municipal or emergency services to the Premises. The Association, its employees, agents and contractors, shall have the right of ingress to, egress from the Community Area, and the right to store equipment on the Community Area, for the purposes of furnishing any maintenance, repairs or replacements of the Community Area, as required or permitted hereunder.

4.03 RIGHT OF ENJOYMENT: Each Owner shall have the non-exclusive right and easement to use and enjoy the Community Area. Such rights and easements shall run with the land, be appurtenant to and pass with title to every Lot, subject to and governed by the provisions of this Declaration, the By-Laws, and the reasonable rules and regulations from time to time adopted by the Association.

4.04 DELEGATION OF USE: Subject to the provisions of this Declaration, the By-Laws, and the reasonable rules and regulations from time to time adopted by the Association, any Owner may delegate his right to use and enjoy the Community Area to Occupants of his Lot. An Owner shall delegate such rights to tenants and contract purchasers of the Lot who are Occupants. An Owner who is not an Occupant of his Lot may only use and enjoy the Community Area as permitted under rules and regulations adopted by the Board.

4.05 RULES AND REGULATIONS: The use and enjoyment of the Community Area shall at all times be subject to reasonable rules and regulations duly adopted by the Association.

4.06 UTILITY EASEMENTS: All public and private utilities (including cable television) serving the Premises are hereby granted the right to lay, construct, renew, operate, and maintain conduits, cables, pipes, wires, transformers, switching apparatus and other equipment, into and through the Premises for the purpose of providing utility, drainage or irrigation services to the Premises or any other portion of the Development Area; provided the exact location of said equipment and easements shall be approved in advance, in writing, by the Board.

4.07 MAINTENANCE, REPAIR AND REPLACEMENT: Except as provided in the succeeding sentence, maintenance, repairs and replacements of the Community Area shall be furnished by the Association, and shall include, without limitation, the following:

(a) The maintenance, repair and replacement of the median strips, signs, lighting, walkways, detention areas (including drainage control valves) and irrigation systems which are located on the Community Area and of all other improvements to the Community Area; and

(b) Planting, beautification, care and maintenance of trees, shrubs, flowers, grass and all other landscaping on the Community Area.

The Association shall not be responsible for the maintenance, repair or replacement of those portions of the Community Area which have been, or may be, dedicated to the City or any agency thereof and with respect to which the City or agency has agreed to be responsible for

maintenance, repair or replacement. The cost of the maintenance, repair and replacement of the Community Area shall be Community Expenses. In the event that any of the improvements to the Community Area are damaged and such damage is covered by insurance carried by the Association under Section 4.11(a), then unless a resolution to the contrary is adopted by action of the members of the Association, the damaged improvements shall be repaired, replaced or reconstructed and the insurance proceeds shall be used first to pay the cost thereof, and any excess shall be used to pay the Community Expenses.

4.08 DAMAGE BY OCCUPANT: If, due to the act or omission of an Occupant or authorized invitee of the Owner, damage shall be caused to the Community Area, and maintenance, repairs or replacements shall be required thereby, which would otherwise be a Community Expense, then the Owner shall be liable for such damages as a Charge under Article Ten and shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Board, to the extent not covered by insurance carried by the Association.

4.09 ALTERATIONS, ADDITIONS OR IMPROVEMENTS: No alterations, additions or improvements shall be made to the Community Area without the prior approval of the Board. The Association may cause alterations, additions or improvements to be made to the Community Area, and the cost thereof may be paid from Community Assessments and/or special assessment, as more fully described in Article Nine.

4.10 EASEMENTS, LEASES, LICENSES AND CONCESSIONS: The Association shall have the right and authority from time to time to lease, make dedications of, or grant easements, licenses, or concessions with regard to portions of the Community Area for such uses and purposes as the Board deems to be in the best interests of the Owners and which are not prohibited hereunder, including, without limitation, the right to grant easements for utilities, cable television, and similar and related purposes. Any and all proceeds from leases, easements, licenses or concessions with respect to the Community Area shall be used to pay the Community Expenses. Each person, by acceptance of a deed, mortgage, trust deed, other evidence of obligation, or other instrument relating to ownership, shall be deemed to grant a power coupled with an interest to the Board, as attorney-in-fact, to grant, cancel, alter or otherwise change the easements provided for in this Section. Any instrument executed pursuant to the power granted herein shall be executed by the President and attested to by the Secretary of the Association and duly Recorded.

4.11 INSURANCE:

(a) The Association shall have the authority to and shall obtain fire and all risk coverage insurance covering the insurable improvements to the Community Area based on current replacement cost for the full insurable replacement value of such improvements.

(b) The Association shall have the authority to and shall obtain comprehensive general liability insurance, including liability for injuries to and death of persons, and property damage, in such limits as it shall deem desirable, and workmen's compensation insurance and other liability insurance as it may deem desirable, insuring each Owner, the Association, its directors and officers, the Developer, the managing agent, if any, and their respective employees and agents, as their interests may appear, from liability resulting from an occurrence on or in connection with, the Community Area. The Board may, in its discretion, obtain any other insurance which it deems advisable including, without limitation, insurance covering the directors and officers from liability for good faith actions beyond the scope of their respective authorities and covering the indemnity set forth in Section 8.06. Such insurance coverage shall include cross liability claims of one or more insured parties.

(c) Fidelity bonds indemnifying the Association, the Board and the Owners for loss of funds resulting from fraudulent or dishonest acts of any employee of the Association or of any other person handling funds of the Association shall be obtained by the Association in such amounts as the Board shall deem desirable.

(d) The Association and each Owner hereby waives and releases any and all claims which it or he may have against any Owner, including relatives of an Owner, the Association, its directors and officers, the Developer, the managing agent, if any, and their respective employees and agents, for damage to the Community Area, or to any personal property located in the Community Area caused by fire or other casualty, to the extent that such damage is covered by fire or other forms of casualty insurance, and to the extent this release is allowed by policies for such insurance. To the extent possible, all policies secured by the Board under subsections (a) and (b) shall contain waivers of the insurer's rights to subrogation against any Owner or Occupant, or invitees of an Owner, the Association, its directors and officers, the Developer, the managing agent, if any, and their respective employees and agents.

4.12 CONDEMNATION: In the case of a taking or condemnation by competent authority of any part of the Community Area, the proceeds awarded in such condemnation shall be paid to the Association and such proceeds, together with any Community Area Capital Reserves being held for such part of the Community Area, shall, in the discretion of the Board, either (i) be applied to pay the Community Expenses, (ii) be distributed to the Owners and their respective Mortgagees, as their interests may appear, based on their respective Proportionate Shares, or (iii) be used to acquire additional real estate to be used and maintained for the mutual benefit of all Owners, as Community Area under this Declaration. Any acquisition by the Association pursuant to this Section of real estate which shall become Community Area hereunder shall not become effective unless and until a supplement to this Declaration, which refers to this Section and legally describes the real estate affected, is executed by the Association and Recorded.

4.13 NO DEDICATION TO PUBLIC USE: Nothing contained in this Declaration shall be construed or be deemed to constitute a dedication, express or implied, of any part of the Community Area to or for any public use or purpose whatsoever except to the extent that any such portion is formally dedicated.

4.14 RESTRICTIONS: No industry, business, solicitation, trade, occupation or profession of any kind shall be conducted, maintained or permitted on any part of the Community Area, nor shall any "For Sale" or "For Rent" signs or any other advertising be maintained or permitted on any part thereof, except as permitted by the Board. The activities of the Developer and Successor Developers (as defined in Section 12.06) in connection with the construction, leasing, sale and marketing of the Development and the activities of any managing agent performed pursuant to a management contract between such managing agent and the Association shall not be subject to this Section.

4.15 OBSTRUCTIONS: Except as permitted under Section 4.02 or Article Twelve there shall be no obstruction of the Community Area, and nothing shall be stored in the Community Area without the prior written consent of the Board.

4.16 PETS: No animal of any kind shall be raised, bred or kept in the Community Area.

4.17 PROSCRIBED ACTIVITIES: No noxious or offensive activity shall be carried on in the Community Area nor shall anything be done on the Community Area, either willfully or negligently, which may be or become an annoyance or nuisance to the Occupants.

4.18 NO UNSIGHTLY USES: The Community Area shall be kept free and clear of all rubbish, debris and other unsightly materials and no waste shall be committed thereon. All rubbish shall be deposited in such areas and such receptacles as shall be designated by the Board.

ARTICLE FIVE
Architectural Control

5.01 IN GENERAL: It is intended that all buildings and structures in the Development, including their design, location, materials, colors, and other aesthetic factors (including signs, artwork or decorating visible from the exterior of the Lot), blend and be compatible and harmonious with each other. Therefore, no Lot shall be improved or landscaped and the existing improvements or landscaping on a Lot shall not be rebuilt, remodeled, reconstructed, modified, altered, decorated or furnished in any material respect which is visible from the exterior of the Lot and no sign which is visible from the exterior of the Lot shall be installed or modified ("Work") unless an application for permission to do the Work is submitted to and approved by the Board as provided in this Article. In addition to the procedures provided for in this Article, each Owner shall comply with all applicable requirements of the City.

5.02 APPROVAL PROCEDURE: No Work relating to the initial development and improvement of a Lot shall be commenced unless and until the following procedures have been fully complied with:

(a) Prior to submission of any Preliminary Plans (as hereinafter defined), an Owner or Occupant of a Lot with respect to which Work shall be done ("Applicant") shall, upon request, have the right to meet with the Board or its designated representative to discuss the Work which the Owner or Occupant is considering in order to determine on a preliminary basis if the proposed Work is feasible and to assist the Owner or Occupant in preparing the submission of Preliminary Plans.

(b) The Applicant shall deliver to the Board prior to any submissions to the City for any reviews or approvals, two (2) complete sets of the preliminary plans and specifications for the Work (the "Preliminary Plans"), which shall have been prepared by a licensed architect in such form and containing such information as may be required by the Board including, without limitation, some or all of the following, as applicable:

- (1) A site development plan showing the location of all proposed driveways, parking areas, parking structures, walkways, landscaped areas, screening of all types, signage, mailboxes, satellite dishes, storage and refuse areas, and building footprint;
- (2) A roof plan showing location and screening of all roof-top structures and equipment;
- (3) A site development summary setting forth the following: gross land area, gross paved parking, driveway, and storage areas (including percentage of site); total full size parking spaces provided (including ratio of square foot of gross building area per parking stall), gross landscaped area (including percentage to site), gross building area (including

percentage of site covered by building) and the floor area ratio of the project;

- (4) A landscaping and irrigation plan for the Lot;
- (5) A sign and site lighting plan;
- (6) A building elevation drawing showing dimensions, materials and exterior color schemes; the Applicant will furnish samples of materials and colors;
- (7) A site grading plan, site drainage and storm water detention plan and site utility plan including utility meter transformer, telephone junction box, and fire hydrant locations;
- (8) A soil test report including recommendations as to foundation and structural design measures to be taken;
- (9) A study prepared by a qualified engineer showing the projected effect of the development of the Lot on traffic within the Development;
- (10) A plan showing the location together with sketches, drawings or photographs of any proposed artwork to be located on the Lot which will be visible from the exterior of the Lot; and
- (11) Such other data or information as the Board may require.

(c) Upon submission of the Preliminary Plans, the Board shall review them and, if appropriate, shall meet with the Applicant and/or make comments and suggestions with respect to the Preliminary Plans. If the Preliminary Plans or a modified version thereof are approved by the Board, then the plans shall be finalized and four sets of detailed final plans ("Final Plans") including copies of plans which shall be submitted to the City in connection with an application for a building permit shall be submitted to the Board for its approval.

(d) Changes in approved Preliminary Plans or approved Final Plans which materially affect landscaping, ingress and egress, parking, screening, signing, building size, placement or external appearance must be similarly submitted to and approved by the Board.

5.03 ALTERATION APPROVAL: After a Lot has been improved pursuant to approved Final Plans, no exterior surface of any structure or improvement existing on any Lot shall be painted, texturized or otherwise changed, no alterations, additions or changes of any type whatsoever shall be made to any landscaping placed on any Lot, no additions or alterations shall be made to any paved area on any Lot and no artwork or sign which is visible from the exterior of the Lot shall be added or changed until plans for such Work ("Alteration Plans"), together with such other information as shall be required by the Board, are submitted to the Board and the Board shall have approved in writing the requested alteration.

5.04 BASIS FOR DISAPPROVAL: The Board shall have the right to disapprove any Preliminary Plans, Final Plans or Alteration Plans ("Plans") for Work submitted hereunder for any failure to comply in any way, manner or form with the letter, spirit or purpose of the Design Guidelines (defined in Section 6.08) adopted from time to time by the Board or because the Board in its reasonable judgment determines that the proposed Work does not satisfy the standards set forth in Section 5.01 or is not consistent with the purposes and goals of the Development.

5.05 APPROVAL: Upon approval by the Board of any Plans hereunder, a copy of the Plans and as approved shall be deposited for permanent record with the Association, and a copy of the Plans bearing such approval, in writing, shall be returned to the Applicant.

5.06 RESULT OF INACTION: If the Board fails either to approve or disapprove any Plans within thirty (30) days after the Plans have been submitted to it, it shall be conclusively presumed that the Board has approved the Plans; provided, however, that if within said thirty (30) day period, the Board gives written notice of the fact that it has exercised due diligence in reviewing the Plans, but that more time is required for the review of the Plans, there shall be no presumption that the same are approved until the expiration of a reasonable period of time as set forth in said notice not to exceed thirty (30) days.

5.07 PROCEEDING WITH WORK: Upon receipt of approval from the Board pursuant to this Article with respect to proposed Work, the Applicant shall as soon as practical satisfy all conditions thereof and diligently proceed with the commencement and completion of the Work as quickly as possible. The Work shall be commenced within six (6) months from the date of such approval or such later date as may be agreed to by the Board (the "Required Commencement Date"). If the Work is not commenced by the Required Commencement Date, then the approval given pursuant to this Article shall be deemed revoked and the Work shall not be done unless approval is once again obtained as provided in this Article. The Work shall be completed in accordance with the approved Plans within two years from date of issuance of a building permit with regard to the Work or commencement of the Work if no building permit is required. The Board, in its reasonable judgment, shall determine when and if Work has been commenced or completed for purposes of this Article.

5.08 LIABILITY: None of the Developer, the Association, the Board or any of their respective, committees, employees, agents or representatives shall be liable for any damage, loss or prejudice suffered or claimed on account of:

- (a) Mistake in judgment, negligence or nonfeasance arising out of or in connection with the review, approval or disapproval of any Plans or proposed Work;
- (b) The construction or performance of any Work, whether or not done pursuant to approved Plans;
- (c) The development of any Lot; or
- (d) Defects in the design or construction of any improvements to any Lot.

5.09 CERTIFICATE OF COMPLIANCE: Upon completion of construction by the Applicant, the Association may, but shall not be obligated to, inspect in the field the Work for compliance with the approved Plans. If the Association does make such an inspection it shall within ten (10) days following such inspection, execute and deliver to the Applicant a "Certificate of Compliance" stating that the Work

is in compliance with, or, if the Work shall not be in compliance with the Plans or other requirements of this Declaration or the rules and regulations of the Board, stating the nature of such non-compliance and the specific paragraph of this Declaration or the Special Use Restrictions and Design Guidelines or the rules and regulations with which said Work does not comply.

5.10. **FEES:** The Association shall have the right to charge an Applicant a reasonable fee to reimburse the Association for costs incurred (including consultant's fees) to review the Plans or to inspect the Work. Any such fee shall be a Charge hereunder.

5.11. **REMEDY:** If any Owner or Occupant shall perform Work or permit Work to be performed on a Lot without complying with the provisions of this Article or the rules and regulations adopted hereunder then, in addition to any remedies which the Association may have hereunder or by law and without waiving any of such remedies, the Association shall have the right and power to enter upon such structure and to repair, maintain or restore the exterior and any improvements thereto or do whatever it deems necessary or appropriate to remedy any such failure or to correct and restore any improper condition. The cost (as determined by the Board) of any such corrective work shall be a Charge hereunder payable by the Owner to the Association upon demand.

5.12. **DELEGATION BY BOARD:** The Board shall have the right and power to delegate some or all of powers and duties under this Article to a committee of the Board or one or more duly licensed architects, engineers or other qualified individuals, which or who shall have such authority to act on behalf of the Board as shall be provided for in a duly adopted resolution of the Board.

5.13. **VARIANCES:** The Board may from time to time upon the request of an Owner grant a variance from the Special Use Restrictions and Design Guidelines or any other rule or regulation of the Association in effect from time to time if the Board, in its reasonable judgment, determines that granting the variance is warranted under the circumstances.

ARTICLE SIX Lot Use Restrictions

6.01. **PERMITTED USES:** The permitted uses within the Development shall be controlled by (i) the specific restrictions set forth in this Declaration, any Exhibit hereto, and rules and regulations adopted hereunder, and (ii) by the City of Albuquerque Zoning Code in effect from time to time, whichever is more restrictive.

6.02. **PROHIBITED USES:** The following operations and uses shall not be permitted on any Lot:

- (a) Trailer courts, mobile home sales outlets and parks or recreation vehicle sales outlets or camp grounds;
- (b) Junk yards or recycling facilities;
- (c) Drilling for and/or the removal of oil, gas or other hydrocarbon substances (except that this provision shall not be deemed to prohibit the entry of the property below a depth of five hundred (500') feet for such purposes);
- (d) Commercial excavation except in the course of approved construction;

- (e) Dumping, disposal, incineration or reduction of garbage, sewage, offal, dead animals or refuse;
- (f) Refining of petroleum or its products;
- (g) Petroleum storage yards;
- (h) Smelting of iron, tin, zinc, or other ores;
- (i) Tire recapping or retreading;
- (j) Tool and diemaking;
- (k) Self-storage warehouse or miniwarehouse;
- (l) Transfer or storage of household goods;
- (m) Truck or bus terminal;
- (n) Trailer sales or rental;
- (o) Printing, publishing, lithography; (not inclusive of office support print shops);
- (p) Machine shop;
- (q) Truck or heavy equipment sales, wrecking, repair, or painting establishment;
- (r) Storage of radioactive materials;
- (s) Construction yards or heavy equipment storage;
- (t) Motels;
- (u) Funeral homes; or
- (v) Drive in theatres.

6.03 EMISSIONS: No use shall be permitted to exist or operate within any Lot which:

- (a) Emits dust, sweepings, dirt, cinders, fumes, odors, radiation, gases, vapors or discharges liquid or solid wastes or other harmful matter into the atmosphere or any stream, river or other body of water which may adversely affect (i) the health or safety of persons within the area or (ii) the use of property within the Development or (iii) vegetation within the Development, nor shall waste or any substance or materials of any kind be discharged into any public sewer serving the Development or any part thereof, in violation of any regulations of any public body having jurisdiction;
- (b) Produces intense glare or heat unless such use is performed only within an enclosed or screened area and then only in such manner that the glare or heat emitted will not be discernible from any exterior Lot line;
- (c) Creates a sound pressure level in violation of any regulation of any public body having jurisdiction;
- (d) Allows the visible emissions of smoke (outside any building), other than the exhausts emitted by motor vehicles or other transportation facilities, in violation of

any regulation of any public body having jurisdiction. This requirement shall also be applicable to the disposal of trash and waste materials; or

(e) Creates a ground vibration that is perceptible, without instruments, at any point along an exterior Lot line.

6.04 METAL BUILDINGS: No buildings or structures constructed with corrugated metal exterior walls shall be constructed on any Lot.

6.05 ON STREET PARKING: No parking shall be allowed in any public streets, paved areas or rights of way located in the Development. Said restriction shall be enforced by municipal ordinances of the City.

6.06 EXCAVATION: No excavating shall be made on, and no sand, gravel, soil, or other material shall be removed from any Lot, except in connection with the construction of structures and drainage detention facilities or the landscaping of the Lot pursuant to a Plan approved by the Association under Article 5. Upon completion of such construction, exposed openings shall be backfilled to grade, and disturbed ground shall be finish graded and paved or landscaped in conformity with the requirements of this Declaration.

6.07 LANDSCAPE SETBACKS: The following described areas shall not be improved with buildings and, except as specifically permitted or provided for in this Declaration, shall be improved only with landscaping which complies with the Design Guidelines or other rules and regulations from time to time adopted by the Association:

(a) A strip thirty (30) feet in width adjacent to the northerly right of way line of Montano Road, adjacent to the northerly right of way line of Interstate 25 (North of Montano Road); adjacent to the right of way lines of Renaissance Boulevard (North of Montano Road) and adjacent to the right of way lines of Alexander Boulevard (North of Montano Road);

(b) A strip of twenty (20) feet in width adjacent to all right of way lines on all streets on the Premises which are located North of Montano Road except as described in paragraph (a) above;

(c) A strip twenty (20) feet in width adjacent to the southerly right of way line of Montano Road; adjacent to the right of way lines of South Renaissance Boulevard to a point two hundred fifty (250) feet south of the center line of Montano Road; and adjacent to the right of way lines of Alexander Boulevard, South of Montano Road;

(d) Except as described in paragraph (c) above, a strip ten (10) feet in width adjacent to the right of way lines of South Renaissance Boulevard at all points beyond two hundred fifty (250) feet south of the center line of Montano Road and adjacent to the right of way lines of all other streets in the Premises located South of Montano Road, provided, however, that such setbacks shall not be less than twenty (20) feet in width measured from the existing or future street curb line.

Without limiting the foregoing, to the extent that the Community Area located on a Lot extends beyond a setback provided for in this Section, the setback shall extend to the boundary of the Community Area.

6.08 RULES AND REGULATIONS: The Board shall have the right and power to adopt reasonable rules and regulations governing the design, improvement, landscaping, use, occupancy and maintenance of the Lots which are not inconsistent with the provisions of this Declaration (including, without limitation, "Design Guidelines" which shall specifically govern the design, improvement and landscaping of the Lots); provided, that, a rule or regulation shall become effective only after notice thereof has been given to each Owner at least ten (10) days prior to the effective date of the rule or regulation. The Association shall maintain a current compilation of all applicable

rules and regulations and shall make them available for inspection by any Owner or Occupant during normal business hours.

ARTICLE SEVEN
Maintenance of Lots

7.01 IN GENERAL: The Owner of each Lot shall at all times keep and properly maintain those portions of his Lot which are not designated hereunder as Community Property, and the structures, improvements, landscaping, paving and appurtenances situated thereon, in a safe, clean, sightly and wholesome condition and in a good state of repair and shall comply in all respects with all governmental, health, fire and police requirements and regulations, and shall cause to be regularly removed at its own expense any rubbish of any character whatsoever which may accumulate on such portions of the Lot, and in particular and without limitation:

(a) All areas of each Lot not used for structures, walkways, paved driveways, parking or storage areas shall be at all times maintained by a professional landscape maintenance consultant in a fully and well-kept landscaped condition utilizing ground-cover and/or shrub and tree materials provided for or permitted under this Declaration or the rules and regulations adopted from time to time by the Board;

(b) An automatic underground landscape irrigation system shall be provided by the Owner of each Lot which is sufficient to properly irrigate all landscaped areas within the Lot;

(c) Undeveloped areas proposed for future sale or development shall be maintained in a clean, rubbish-free and visually unobtrusive state. The growth of native vegetation is encouraged and shall be maintained in a safe, clean, sightly and wholesome condition. Appropriate measures shall be taken to minimize soil erosion by wind and water as required by the City;

(d) Parking areas shall be paved so as to provide all-weather surfaces. Each parking space shall be designated by lines painted on the paved surfaces and shall be adequate in area, and all parking areas shall provide, in addition to parking spaces, adequate driveways and space for the movement of vehicles; and

(e) Cleaning maintenance and relamping of any external lighting fixtures except such fixtures as may be the property of any public utility or governmental body.

Maintenance, repair and replacement of those portions of a Lot which are designated hereunder as part of the Community Area shall be furnished exclusively by the Association as a Community Expense and the Lot Owner shall have no right or power to perform any work thereon without the prior consent of the Board.

7.02 INSURANCE/REPAIR OF DAMAGE: Each Owner shall maintain insurance on improvements to the Owner's Lot insuring against loss by fire or other hazards for the full insurable replacement cost of the improvements. In the event of damage covered by insurance, the damage shall be promptly repaired or, if the damage is not capable of repair, the improvement shall either be razed or altered in a manner approved by the Board using the procedures set forth in Article Five above.

7.03 ASSOCIATION RIGHTS: If in the sole and absolute judgment of the Board, a Lot is not being properly maintained, and if the Owner fails to correct the situation or make arrangements satisfactory to the Board to correct the situation within 10 days after the giving of notice thereof to the Owner, then, in addition to any rights or remedies available to the Association hereunder or by law and without waiving any of such remedies, the Association shall have the right and power to enter upon the Lot and to take such action as it deems necessary and appropriate to correct the situation. The cost (as determined by the Board) of any such corrective work shall be a Charge hereunder payable by the Owner to the Association upon demand.

ARTICLE EIGHT
The Association

8.01 IN GENERAL: Developer has caused (or will cause) the Association to be incorporated as a not-for-profit corporation under New Mexico law. The Association shall be the governing body for all of the Owners for the administration and operation of the Community Area and for the administration of architectural controls and enforcement of use restrictions.

8.02 MEMBERSHIP: Each Owner shall be a member of the Association. There shall be one membership per Lot. Membership shall be appurtenant to and may not be separated from ownership of a Lot. The Association shall be given written notice of the change of ownership of a Lot within ten (10) days after such change, and the purchaser shall pay the Association's fee, if any, for changing its records.

8.03 DELEGATES: The Owner of each Lot shall designate to the Association, in writing, from time to time one individual who shall exercise the voting rights with respect to the Lot (the "Delegate"). An individual may be the Delegate with respect to more than one Lot.

8.04 THE BOARD: Subject to the rights retained by the Developer under Section 12.04, the Board shall consist of nine (9) members, each of whom shall be a Delegate.

8.05 VOTING RIGHTS: Prior to the Turnover Date, all of the voting rights at each meeting of the Association shall be vested exclusively in the Developer and the Delegates shall have no voting rights. From and after the Turnover Date, all of the voting rights at any meeting of the Association shall be vested in the Delegates and each Delegate shall have a vote equal to the Proportionate Share allocated to the Lot represented by the Delegate from time to time. From and after the Turnover Date any action may be taken by the Delegates at any meeting at which a quorum is present (as provided in the By-Laws) upon an affirmative vote of a majority of the votes represented by the Delegates present (either in person or by proxy) at such meeting, except as otherwise provided herein or in the By-Laws.

8.06 DIRECTOR AND OFFICER LIABILITY: Neither the directors nor the officers of the Association whether elected or designated by the Developer shall be personally liable to the Owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such directors and officers except for any acts or omissions found by a court to constitute criminal conduct, gross negligence or fraud. The Association shall indemnify and hold harmless each of the directors and each of the officers, his heirs, executors or administrators, against all contractual and other liabilities to others arising out of contracts made by or other acts of the directors and officers on behalf of the Owners or the Association or arising out of their status as directors or officers unless any such contract or act shall have been made criminally, fraudulently or with gross negligence.

It is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, counsel fees, amounts of judgments paid and amounts paid in settlement) actually and reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative, or other in which any such director may be involved by virtue of such person being or having been such director or officer; provided, however, that such indemnity shall not be operative with respect to (i) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for criminal conduct, gross negligence or fraud in the performance of his duties as such director or officer, or (ii) any matter settled or compromised, unless, in the opinion of independent counsel selected by or in a manner determined by the Board, there is not reasonable ground for such person being adjudged liable for criminal conduct, gross negligence or fraud in the performance of his duties as such director or officer.

8.07 CONTRACTS WITH DEVELOPER: The Developer (or an entity controlled by or affiliated with the Developer) may be engaged by the Association to act as the managing agent for the Association and as managing agent shall be paid a reasonable fee for its services as fixed by a written agreement between the Association and the Developer (or an entity controlled by or affiliated with the Developer).

ARTICLE NINE Assessments

9.01 PURPOSE OF ASSESSMENTS: The assessments levied by the Association shall be exclusively for the purposes of promoting the recreation, health, safety, and welfare of members of the Association, to administer the affairs of the Association, to pay the Community Expenses, and to accumulate reserves for any such expenses.

9.02 METHOD OF PAYMENT: The annual Community Assessment shall be a personal obligation of each Lot Owner and a lien on each Lot as of January 1 of that assessment year and shall be due and payable within 30 days after notice thereof is given to the Owner of the Lot.

9.03 COMMUNITY ASSESSMENTS PRIOR TO TURNOVER DATE: Anything herein to the contrary notwithstanding, until the Turnover Date, the procedure set forth in this Section shall apply to Community Assessments:

(a) The Basic Assessment. The basic annual assessment ("Basic Assessment") shall initially be \$1.25 per each \$100 of Lot Value for each Lot. The Basic Assessment shall only be increased prior to the Turnover Date as provided below.

(b) Permitted Adjustments to Basic Assessment. Prior to the Turnover Date, the Board may (but shall not be obligated) from time to time adjust the Basic Assessment upward; provided, that, in no year may the Basic Assessment be increased more than an amount equal to forty percent (40%) of the previous year's annual assessment during the first three years after the date of Recording hereof and twenty percent (20%) of the previous year's assessment each year thereafter. The Board shall also have the right and power to reduce the Basic Assessment if the amounts collected are more than what is reasonably necessary to pay the Community Expenses and build up appropriate reserves.

(c) Application of Assessments. Each Owner (other than the Developer with respect to Lots owned by the Developer) shall pay as the Community Assessment for each Lot owned by the Owner the amount

determined under (a) and (b) above. Out of each such payment, the Association shall deposit in the Capital Reserve that portion of the payment which is designated in the budget as a capital contribution under Section 9.10 to the Capital Reserve. The balance of each such payment shall be used by the Association to pay the Community Expenses.

(d) Developer's Obligation. Prior to the Turnover Date, the Developer shall pay to the Association the aggregate excess, if any, of the Community Expenses incurred and paid during each annual period over the aggregate amounts assessed to the Owners for use by the Association for the payment of Community Expenses under Subsection (c) with respect to such period. The Developer shall make such payments to the Association as needed during such period to ensure that no deficits will be incurred as of the end of the annual period and a final accounting shall be made between Developer and the Association within 180 days after the Turnover Date.

9.04 COMMUNITY ASSESSMENT: Each year on or before December 1, the Board shall adopt and furnish each Owner with a budget for the ensuing fiscal year commencing on January 1, which shall show the following with reasonable explanations and itemizations:

- (a) The estimated Community Expenses;
- (b) The estimated amount, if any, to maintain adequate reserves for Community Expenses, including, without limitation, amounts to maintain the Capital Reserve;
- (c) The estimated net available cash receipts from the operation and use of the Community Area, plus estimated excess funds, if any, from the current year's assessments;
- (d) The amount of the "Total Community Assessment" payable during such year by the Owners, which prior to the Turnover Date shall be as set forth in Section 9.03, and which after the Turnover Date shall be the sum of the amounts determined in (a) and (b) above, minus the amount determined in (c) above;
- (e) After the Turnover Date, the portion of the Community Assessment payable by each Owner with respect to each Lot which shall be equal to the Lot's Proportionate Share multiplied by the Total Community Assessment. The annual Community Assessment for each Lot shall be paid annually, in advance.

9.05 REVISED ASSESSMENTS: If after the Turnover Date the Community Assessment proves inadequate for any reason (including nonpayment of any Owner's assessment) or proves to exceed funds reasonably needed, then the Board may increase or decrease the assessment by giving written notice thereof (together with a revised budget and explanation for the adjustment) to each Owner not less than ten (10) days prior to the effective date of the revised assessment.

9.06 SPECIAL ASSESSMENT: The Board may levy a special assessment as provided in this Section to pay (or build up reserves to pay) expenses other than Community Expenses incurred (or to be incurred) by the Association from time to time for a specific purpose, including, without limitation, to make alterations, additions or improvements to the Community Area, or any other property owned or maintained by the Association. Any other special assessment shall be levied against all of the Owners, based on the Proportionate Shares of the Lots. Prior to the Turnover Date any special assessment in excess of five times the current Community Assessment must be approved in advance by the Delegates who represent Lots representing a majority

of the aggregate Proportionate Shares. If during any calendar year after the Turnover Date a proposed expense which is to be paid from a special assessment levied against the Owners and which, when added to other expenses, if any, which are to be paid from special assessments levied during such year results in a sum which is in excess of the current Community Assessment, such expense shall not be incurred without approval by action of the Delegates. The Board shall serve notice of a special assessment on all Owners together with a statement in reasonable detail explaining the reasons for the special assessment, and the special assessment shall be payable in such manner and on such terms as shall be fixed by the Board. Any assessments collected pursuant to this Section shall be segregated in a special account and used only for the specific purpose set forth in the such notice of assessment.

9.07 CAPITAL RESERVES: The Association shall segregate and maintain special reserve accounts to be used solely for making capital expenditures in connection with the Community Area (the "Community Area Capital Reserve"). The Board shall determine the appropriate level of the Community Area Capital Reserve based on a periodic review of the useful life of improvements to the Community Area and equipment owned by the Association and periodic projections of the cost of anticipated major repairs or replacements to Community Area and the purchase of equipment to be used by the Association in connection with its duties hereunder. Each budget shall disclose that percentage of the Community Assessment which shall be added to the Community Area Capital Reserve and each Owner shall be deemed to make a capital contribution to the Association equal to such percentages multiplied by each installment of the Community Assessment paid by such Owner.

ARTICLE TEN
Collection of Charges

10.01 CREATION OF LIEN AND PERSONAL OBLIGATION: The Owner of each Lot shall be and is deemed to covenant and hereby agrees to pay to the Association all Charges made with respect to the Owner's Lot. Each Charge, together with interest and late fees thereon and reasonable costs of collection, if any, as hereinafter provided, shall be a continuing lien upon the Lot against which such Charge is made and also shall be the personal obligation of the Owner of the Lot at the time when the Charge becomes due. The lien or personal obligation created under this Section shall be in favor of and shall be enforceable by the Association.

10.02 COLLECTION OF CHARGES: The Association shall collect from each Owner all Charges payable by such Owner under this Declaration.

10.03 NON-PAYMENT OF CHARGES: Any Charge which is not paid to the Association when due shall be deemed delinquent. Any Charge which is delinquent for fifteen (15) days or more shall bear interest at the highest legal contract rate of interest then permitted in New Mexico but not to exceed eighteen percent (18%) per annum from the due date to the date when paid and the Association may (i) bring an action against the Owner personally obligated to pay the Charge to recover the Charge (together with interest, costs and reasonable attorney's fees for any such action, which shall be added to the amount of the Charge and included in any judgment rendered in such action), (ii) enforce and foreclose any lien which it has or which may exist for its benefit, including causing a sale of the Lot to satisfy the lien; and (iii) impose late fees in amounts determined from time to time by the Board. No Owner may waive or otherwise escape personal liability for the Charges hereunder by nonuse of the Community Area, or by abandonment or transfer of his Lot.

10.04 LIEN FOR CHARGES SUBORDINATED TO MORTGAGES: The lien for Charges, provided for in Section 10.01, shall be subordinate to the Mortgagee's mortgage on the Lot which was Recorded prior to the date that any such Charge became due. Except as hereinafter provided, the lien for Charges, provided for in Section 10.01, shall not be affected by any sale or transfer of a Lot. Where title to a Lot is transferred pursuant to a decree of foreclosure of the Mortgagee's mortgage or by deed or assignment in lieu of foreclosure of the Mortgagee's mortgage, such transfer of title shall extinguish the lien for unpaid Charges which became due prior to the date of the transfer of title. However, the transferee of the Lot shall be personally liable for his share of the Charges as any other Owner with respect to which a lien against his Lot has been extinguished pursuant to the preceding sentence where such Charges are reallocated among all the Owners pursuant to a subsequently adopted annual or revised Community Assessment, or special assessment, and non-payment thereof shall result in a lien against the transferee's Lot, as provided in this Article.

ARTICLE ELEVEN
Annexing Additional Property

11.01 IN GENERAL: Developer reserves the right at any time and from time to time prior to the Turnover Date to annex, add and subject additional portions of the Development Area to the provisions of this Declaration as additional Premises by Recording a supplement to this Declaration (a "Supplemental Declaration"), as hereinafter provided. Any portion of the Development Area which is subjected to this Declaration by a Supplemental Declaration shall be referred to as "Added Premises"; any portion of any Added Premises which is made part of the Community Area shall be referred to as "Added Community Area"; and any Lots contained in the Added Premises shall be referred to as "Added Lots". After the expiration of the period provided for above, Developer may exercise the rights described herein to annex, add and subject additional portions of the Development Area to the provisions of this Declaration, provided that such addition is approved by action of the Delegates.

11.02 POWER TO AMEND: Developer, within its sole discretion, hereby retains the right and power to Record a Supplemental Declaration, at any time and from time to time as provided in Section 11.01, which amends or supplements Exhibit B [REDACTED]. Exhibit B may be amended or supplemented only pursuant to this Article to add portions of the Development Area to Exhibit B. Pursuant to Article Seven, Exhibit C may be amended only to specify Special Use Restrictions and Design Guidelines for Added Premises. A Supplemental Declaration may contain such additional provisions affecting the use of the Added Premises or the rights and obligations of owners of any part or parts of the Added Premises as the Developer deems necessary or appropriate; provided, that, in the event of conflict between any such additional provisions and the provisions in this Declaration as originally Recorded then the provisions of this Declaration as originally Recorded shall govern. Additionally, any amendment shall not remove or reduce any real estate which is described in Exhibit B immediately prior to the Recording of such Supplemental Declaration.

11.03 EFFECT OF SUPPLEMENTAL DECLARATION: Upon the Recording of a Supplemental Declaration by Developer which annexes and subjects Added Premises, Added Community Area, and/or Added Lots to this Declaration, as provided in this Article, then:

(a) The easements, restrictions, conditions, covenants, reservations, liens, charges, rights, benefits and privileges set forth and described herein shall run with and bind the Added Premises

and inure to the benefit of and be binding on any Person having at any time any interest or estate in the Added Premises in the same manner, to the same extent and with the same force and effect that this Declaration applies to the Premises, and Persons having an interest or estate in the Premises, subjected to this Declaration prior to the date of the Recording of the Supplemental Declaration;

(b) Every Owner of an Added Lot shall be a member of the Association on the same terms and subject to the same qualifications and limitations as those members who are Owners of Lots immediately prior to the Recording of such Supplemental Declaration;

(c) In all other respects, all of the provisions of this Declaration shall include and apply to the Added Premises made subject to this Declaration by any such Supplemental Declaration and the Owners, Mortgagees, and lessees thereof, with equal meaning and of like force and effect the same as if such Added Premises were subjected to this Declaration at the time of the Recording hereof;

(d) The Recording of each Supplemental Declaration shall not alter the amount of the lien for any Charges made to a Lot or its Owner prior to such Recording;

(e) The Developer shall have and enjoy with respect to the Added Premises all rights, powers and easements reserved by the Developer in this Declaration, plus any additional rights, powers and easements set forth in the Supplemental Declaration;

(f) Each Owner of an Added Lot shall be responsible for the payment of the Community Assessment applicable to his Lot, but shall not be responsible for the payment of any special assessment which was levied prior to the time that the Added Lot became subject to assessment hereunder to this Declaration; and

(g) Each Added Lot also shall be subject to the Special Use Restrictions and Design Guidelines.

ARTICLE TWELVE
Developer's Reserved Rights and
Special Provisions Covering Development Period

12.01 IN GENERAL: In addition to any rights or powers reserved to the Developer under the provisions of this Declaration or the By-Laws, the Developer shall have the rights and powers set forth in this Article. Anything in this Declaration or the By-Laws to the contrary notwithstanding, the provisions set forth in this Article shall govern. If not sooner terminated as provided in this Article, the provisions of this Article shall terminate and be of no further force and effect from and after such time as the Developer is no longer vested with or controls title to any part of the Development Area.

12.02 PROMOTION OF PROJECT: In connection with or incidental to the construction, promotion, sale or rental of any portion of the Development Area or any improvements thereon: (i) the Developer shall have the right and power, within its sole discretion, to construct such temporary or permanent improvements, or to do such acts or other things in, on, or to the Community Area, or portions of the Premises owned by Developer as the Developer may, from time to time, determine to be necessary or advisable, including, without limitation, the right to construct and maintain sales offices, business offices, parking areas, advertising signs, lighting and banners, or other promotional facilities at such locations and in such forms as the

Developer may deem advisable and to store material and equipment used in connection with the foregoing on the Community Area, or portions of the Premises owned by Developer without obtaining any approvals from the Association or the payment of any fee or charge whatsoever; and (ii) Developer, its agents, prospective purchasers and tenants, shall have the right of ingress, egress and parking in and through, and the right to use and enjoy the Community Area, at any and all reasonable times without fee or charge.

12.03 GRANT OF EASEMENTS: Developer shall have the right to reserve or grant easements over the Community Area to any governmental authority, public utility or private utility for the installation and maintenance of electrical, telephone and cable television conduit and lines, gas, sewer or water lines, irrigation or drainage facilities, or any other utility services serving any Lot, or any other real estate (whether or not a part of the Development Area).

12.04 DEVELOPER CONTROL OF ASSOCIATION: Prior to the Turnover Date, the first and all subsequent Boards shall consist solely of three (3) persons from time to time designated by the Developer, which persons may, but need not, be members under Section 8.02. Developer's rights under this Section to designate the members of the Board shall terminate on the first to occur of (i) such time as Developer no longer holds or controls title to any part of the Development Area, (ii) the giving of written notice by Developer to each Owner of Developer's election to terminate such rights, or (iii) June 30, 1999. The date on which the Developer's rights under this Section shall terminate shall be referred to as the "Turnover Date". From and after the Turnover Date, the Board shall be constituted and elected as provided herein and in the By-Laws. Prior to the Turnover Date all of the voting rights at any meeting of the Owners shall be vested exclusively in the Developer and the Delegates shall have no voting rights. Prior to the Turnover Date, the Developer may (but need not) appoint a board of advisors from among the Owners who shall meet with and advise the Board on matters with respect to which the Board seeks their advice. The members of such board of advisors may be removed at will by the Developer.

12.05 OTHER RIGHTS: The Developer shall have the right and power to execute all documents and do all other acts and things affecting the Premises which, in Developer's opinion, are necessary or desirable in connection with the rights of Developer under this Declaration.

12.06 ASSIGNMENT BY DEVELOPER: All rights which are specified in this Declaration to be rights of the Developer are mortgageable, pledgeable, assignable or transferable. Any successor to, or assignee of, all of the rights of the Developer hereunder (whether as the result of voluntary assignment, foreclosure, assignment in lieu of foreclosure, or otherwise) shall hold or be entitled to exercise the rights of Developer hereunder as fully as if named as such party herein. No such successor assignee of the rights of Developer hereunder shall have or incur any liability for the acts of any other party which previously exercised or subsequently shall exercise such rights. The Developer may from time to time convey a portion of the Premises to a Person who intends to develop and sell or resell Lots ("Successor Developer"). The Developer may specifically grant to a Successor Developer some or all of the rights and powers reserved to the Developer in this Declaration with respect to the portion of the Premises conveyed to the Successor Developer by so providing in the deed of conveyance, and such rights and powers shall terminate as provided in the deed, but no later than such time as the Successor Developer is no longer vested with or controls title to any part of such portion of the Premises.

ARTICLE THIRTEEN
Amendment

13.01 SPECIAL AMENDMENTS: Anything herein to the contrary notwithstanding, Developer reserves the right and power to Record a special amendment ("Special Amendment") to this Declaration at any time and from time to time which amends this Declaration (i) to correct clerical or typographical errors in the Declaration or any Exhibit, or (ii) to bring the Declaration into compliance with applicable laws, ordinances or governmental regulations. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Developer to make or consent to a Special Amendment on behalf of each Owner. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Lot and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to the Developer to make, execute and Record Special Amendments. The right and power to make Special Amendments hereunder shall terminate on the Turnover Date.

13.02 AMENDMENT: Subject to the rights of the Developer under Section 13.01 and Article Eleven, the provisions of this Declaration or any Exhibit hereto may be amended, abolished, modified, or otherwise changed in whole or in part by the affirmative vote of at least 75% of total votes entitled to be cast by the Delegates or by an instrument executed by Owners of at least Seventy-Five Percent (75%) of the Proportionate Shares; except, that (i) the provisions of this Section 13.02 may be amended only by an instrument executed by all of the Owners and all Mortgagees; (ii) Articles Eleven, Twelve and Thirteen or any other provisions relating to the rights of Developer may be amended only upon the written consent of the Developer; (iii) Section 10.04 and other provisions creating express rights in Mortgagees may be amended only by an instrument executed by all the Mortgagees, and (iv) prior to the Turnover Date any amendment must be consented to, in writing, by the Developer. No amendment shall become effective until properly Recorded.

ARTICLE FOURTEEN
Remedies for Breach or Violation

14.01 SELF-HELP BY BOARD: In the event of a violation by an Owner of the provisions, covenants or restrictions of the Act, the Declaration, the By-Laws, or rules or regulations of the Board, where such violation or breach may be cured or abated by affirmative action, the Board, upon not less than ten (10) days prior written notice, shall have the right to enter upon that part of the Premises where the violation or breach exists and summarily abate, remove or do whatever else may be necessary to correct such violation or breach. Any and all expenses in connection with the exercise of the right provided by this Section shall be charged to and assessed against the violating Owner.

14.02 OTHER REMEDIES OF THE BOARD: In addition to or in conjunction with the remedies set forth above or elsewhere in this Declaration, in the event of a violation by an Owner of this Declaration, the By-Laws, or rules and regulations of the Board, the Board or its agents shall have the right to bring an action at law or in equity against the Owner and/or others as permitted by law or in equity against the Owner and/or others as permitted by law including, without limitation, (i) to foreclose a lien against the Lot and cause a sale of the Lot to satisfy the lien, (ii) for damages, injunctive relief, or specific performance, (iii) for judgment or for the payment of money and the collection thereof, and (iv) for any other relief which the Board may deem necessary or appropriate. Any and

all rights and remedies provided for in this Article may be exercised at any time and from time to time cumulatively or otherwise by any provisions of this Declaration, the By-Laws or rules and regulations of the Board shall in no event be deemed a waiver of the right to do so thereafter.

14.03 COSTS AND EXPENSES: All expenses incurred by the Board in connection with the actions, proceedings or self-help in connection with the exercise of its rights and remedies under this Article, including, without limitation, court costs, attorneys' fees and all other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the highest contract rate of interest then permitted in New Mexico (but not to exceed 18% per annum) until paid, shall be charged to and assessed against the defaulting Owner, and the Association shall have a lien for all the same upon his Lot, as provided in Article Ten.

ARTICLE FIFTEEN
Miscellaneous

15.01 NOTICES: Any notice required to be sent to any Owner or Delegate under the provisions of this Declaration or the By-Laws shall be deemed to have been properly sent when mailed, postage prepaid, to his or its last known address as it appears on the records of the Association at the time of such mailing.

15.02 CAPTIONS: The Article and paragraph headings are intended for convenience only and shall not be construed with any substantive effect in this Declaration. In the event of any conflict between statements made in recitals to this Declaration and the provisions contained in the body of this Declaration, the provisions in the body of this Declaration shall govern.

15.03 SEVERABILITY: Invalidation of all or any portion of any of the easements, restrictions, covenants, conditions, or reservations, by legislation, judgment or court order shall in no way affect any other provisions of this Declaration which shall, and all other provisions, remain in full force and effect.

15.04 PERPETUITIES AND OTHER INVALIDITY: If any of the options, privileges, covenants or rights created by this Declaration would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provisions shall continue only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of the President of the United States at the time of Recording of this Declaration.

IN WITNESS WHEREOF, the undersigned, being the Developer has hereunto set its hand and seal on the date first above written.

GUARANTY SERVICE CORPORATION


Attest: Robert G. Higgins
ROBERT G. Higgins, ASST. SEC.
STATE OF NEW MEXICO)
COUNTY OF BRAUN)

By: Gordon M. J. Ip
VICE PRESIDENT

The foregoing instrument was acknowledged before me this 12th day of September, 1985, by GORDON IP, the Vice President of

318

GUARANTY SERVICE CORPORATION, a corporation organized under the laws of the State of Texas, on behalf of said corporation.


NOTARY PUBLIC in and for the
STATE OF NEW MEXICO

Kevin J. [unclear]
PRINTED NAME

My Commission Expires: 1-31-89

EXHIBIT A

319

The Development Area

All of Renaissance Center created by Subdivision Plat Recorded in Bernalillo County as Document No. 85-25370;

All of Renaissance Center II created by Subdivision Plat Recorded in Bernalillo County as Document No. R85-42244; and

The real estate located within 5,000 feet of the exterior boundaries of Renaissance Center and Renaissance Center II.

EXHIBIT B

320

The Premises

I. The Lots

Tracts 1A, 1B, 1C, 2A, 2B, 3A, 3B, 4, 5, 6, 7, 8, 9 and 10 in Renaissance Center; Tracts 11, 12, 13, 14, 15-A, 15-B, 16, 17 and 18 in Renaissance Center II.

II. The Community Area

A. Roads and Median Strips. All dedicated roads and median strips in Renaissance Center and Renaissance Center II.

B. Detention Area in Renaissance Center. Tract 1D in Renaissance Center.

C. Detention Area in Renaissance Center II. The City of Albuquerque Drainage R.O.W. located adjacent to Tract 15-B and Tract 16, as shown on the Plat for Renaissance Center II.

D. Easement Areas. The real estate located north of and adjacent to Mission Avenue which is, or after the date of the recording hereof may be, subject to an easement in favor of the Association.

E. Portions of Lots. The following portions of Lots:

See attached "RENAISSANCE CENTER Permanent Landscape Easements No. 1 through No. 30", incorporated herein by reference.

86 28046

176

**FIRST SPECIAL AMENDMENT
TO THE MASTER DECLARATION
FOR RENAISSANCE**

This First Special Amendment (Amendment) to The Master Declaration for Renaissance ("Declaration") dated March 3, 1986, is made by Guaranty Service Corporation, a Texas Corporation ("Developer") pursuant to the authority granted to Developer in Section 13.01 of the Declaration, which Declaration was recorded in the office of the Recorder of Bernalillo County, New Mexico on September 13, 1985 as document #85-76543.

The Developer amends the Declaration as follows:

1. In the Table of Contents, change the word "Leaks" at Section 3.03 to "Leases".
2. In Section 1.14, insert the missing letter "c" in the tenth word of the first line.
3. Add at the end of Section 3.03: The obligation to deliver a copy of any such lease to the Association shall not apply to leases pertaining to apartments, homes or other single-family dwellings.
4. Add at the end of Section 4.06: The Board shall endeavor to disapprove any such easement that interferes with an Owner's ability to develop his Lot.
5. In Section 4.07, insert the missing letter "c" in the last word of the third from the last line.
6. At the end of Section 4.10: The Board shall endeavor to locate all easements in such a manner so as not to unreasonably interfere with existing or planned improvements.
7. The following subsections are added to Section 6.07:
 - (e) Certain areas are designated in Exhibit "B" as "Community Landscape Areas." The Association is hereby granted an irrevocable license to enter such Areas in order to install, maintain, alter, remove and repair landscaping, sculpture, and signs (including directory signs) within such Areas. Maintenance of the Community Landscape Areas will be the responsibility of the Association and the cost thereof shall be a Community Expense.
 - (f) Certain areas are designated in Exhibit "C" as "Permanent Landscape Areas". Initial landscaping of such Areas will be provided by the Master Developer but must be permanently maintained by the Owner of the Lot on which it is located. Such landscaping may not be materially altered or removed without written permission of the Association."
8. The sentence which is located at the end of Section 6.07 (following subparagraph (d) in the original text) is hereby deleted and the following sentence is inserted in lieu thereof:

"Without limiting the foregoing, to the extent that the Community Landscape Area or the Permanent Landscape Area located on a Lot extends beyond a setback provided

for in this Section, the setback shall extend to the boundary of the Community Landscape Area or the Permanent Landscape Area as the case may be.

9. In Section 9.01, insert the missing letter "t" in the second word of the third line.

10. In Section 10.03, insert the missing letter "t" in the third from the last word in the third from the last line.

11. In Section 11.01, insert in the twelfth line, the missing letter "y" in the fourth word, and the missing letter "x" in the fifth word.

12. In Section 11.02, delete, in its entirety, the third complete sentence.

13. In Section 11.02, insert the missing letter "t" in the last word of the tenth line.

14. In Section 12.03, insert the missing letter "d" in the second word of the sixth line.

15. In Section 14.01, insert the missing letter "t" in the seventh word in the second line.

16. In Section 14.02, add a letter "d" at the end of the ninth word in the second to the last line.

17. In Exhibit B, amend Section II E to read as follows:

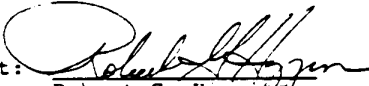

"Portions of Lots. The following portions of Lots: All properties described in the attached Renaissance Center Community Landscape Areas No. 1 through No. 9 , incorporated herein by reference."

18. Delete from Exhibit B all pages except the first page (Recorder's Page 320), and insert in lieu thereof, the nine (a) pages attached hereto and marked as Exhibit B, pages 2-10.

19. Add to the Declaration, as Exhibit C, the attachments hereto which are so marked.

IN WITNESS WHEREOF, the undersigned, being the Developer has hereunto set its hand and seal on the date first above written.

Guaranty Service Corporation

Attest:  By: 
Robert G. Higgins
Assistant Secretary

Gordon H. W. Ip
Vice President

State of TEXAS
County of DALLAS

178

The foregoing instrument was acknowledged before me this 7 day of February, 1986, by Gordon H.W. Ip, the Vice President and Robert G. Higgins, Assistant Secretary of Guaranty Service Corporation, a corporation organized under the laws of the State of Texas, on behalf of the corporation.

Beatrice Pineda
Notary Public in and for the
State of Texas

BEATRICE PINEDA, Notary Public
in and for the State of Texas
My Commission Expires 3/9/88
Printed Name
My Commission Expires:

Consent to the foregoing instrument is hereby acknowledged, this 3rd day of March, 1986.

Montano Road Realty,
a New Mexico General Partnership

By: [Signature]
General Partner

State of Tennessee
County of Shelby

The foregoing instrument was acknowledged before me this 3rd day of March, 1986, by [Signature], the General Partner of Montano Road Realty, a New Mexico general partnership, on behalf of the partnership.

Jessie O. Kay
Notary Public in and for the
State of Tennessee

Printed Name
My Commission Expires:
March 18, 1989

STATE OF NEW MEXICO
COUNTY OF BERNALILLO
1986 APR -1 PM 2:48
Ms 337A PG 176-204
[Signature]

RENAISSANCE CENTER
COMMUNITY LANDSCAPE AREA NO. 1

179

Legal Description

A certain tract of land situate within Section 34, Township 11 North, Range 3-East, N.M.P.M., in the City of Albuquerque, Bernalillo County, New Mexico, being a portion of Tract 9 of RENAISSANCE CENTER, as the same is shown and designated on the Subdivision Plat thereof filed in the office of the County Clerk of Bernalillo County, New Mexico on April 3, 1985, in Book C26, Page 174 of said county records, and being more particularly described as follows:

Beginning at the northeasterly corner of said Tract 9, Renaissance Center, a point of tangency on the east line of said Tract 9; thence,

S 00°00'39" W, 45.89 feet along the east line of said Tract 9 to the southeast corner of the tract herein described; thence,

N 89°59'21" W, 30.00 feet to a point; thence,

N 00°00'39" E, 30.00 feet to a point; thence,

N 43°27'25" W, 30.08 feet to a point; thence,

N 87°54'17" W, 50.00 feet to a point; thence,

N 02°05'43" E, 20.00 feet to the northwest corner of the tract herein described, a point on the north line of said Tract 9; thence,

S 87°54'17" E, 75.89 feet along the north line of said Tract 9 to a point of curvature; thence;

Southeasterly, 38.36 feet along the arc of a curve bearing to the right having a radius of 25.00 feet and a chord bearing S 43°56'49" E, 34.71 feet to the point of beginning of the tract herein described, containing 0.0831 acres (3,618 square feet), more or less.

Prepared by:

Andrews, Asbury & Robert, Inc.
Consulting Engineers
149 Jackson NE
Albuquerque, New Mexico

February 14, 1986

RENAISSANCE CENTER
COMMUNITY LANDSCAPE AREA NO. 2

Legal Description

A certain tract of land situate within Section 34, Township 11 North, Range 3 East, N.M.P.M., in the City of Albuquerque, Bernalillo County, New Mexico, being a portion of Tract 8 of RENAISSANCE CENTER, as the same is shown and designated on the Subdivision Plat thereof filed in the office of the County Clerk of Bernalillo County, New Mexico on April 3, 1985, in Book C26, Page 174 of said county records, and being more particularly described as follows:

Beginning at the northeasterly corner of said Tract 8, Renaissance Center, a point of tangency on the east line of said Tract 8; thence,
S 00°00'39" W, 57.13 feet along the east line of said Tract 8 to the southeast corner of the tract herein described; thence,
N 89°59'21" W, 20.00 feet to a point; thence,
N 71°27'40" W, 38.07 feet to a point; thence,
N 50°26'09" W, 30.00 feet to the southwesterly corner of the tract herein described, a point on curve on the northerly line of said Tract 8; thence,
Northeasterly, 52.25 feet along the arc of a curve bearing to the left having a radius of 643.00 feet and a chord bearing N 37°14'10" E, 52.24 feet to a point of reverse curvature; thence,
Easterly, 38.33 feet, continuing along the northerly line of said Tract 8, along the arc of a curve bearing to the right having a radius of 25.00 feet and a chord bearing N 78°50'08" E, 34.69 feet to a point of tangency; thence,
S 57°14'12" E, 2.52 feet, continuing along the north line of said Tract 8 to a point of curvature; thence,
Southeasterly, 24.98 feet along the arc of a curve bearing to the right having a radius of 25.00 feet and a chord bearing S 28°36'47" E, 23.95 feet to a point of tangency and the point of beginning of the tract herein described, containing 0.2393 acres (4,657 square feet), more or less.

Prepared by:

Andrews, Asbury & Robert, Inc.
Consulting Engineers
149 Jackson NE
Albuquerque, New Mexico

February 14, 1986

RENAISSANCE CENTER
COMMUNITY LANDSCAPE AREA NO. 3

Legal Description

A certain tract of land situate within Section 34, Township 11 North, Range 3 East, N.M.P.M., in the City of Albuquerque, Bernalillo County, New Mexico; being a portion of Tract 2B of RENAISSANCE CENTER, as the same is shown and designated on the Subdivision Plat thereof filed in the office of the County Clerk of Bernalillo County, New Mexico on April 3, 1985, in Book C26, Page 174 of said county records, and being more particularly described as follows:

Beginning at the southwest corner of the tract herein described, being the north point of curvature at the southwesterly corner of said Tract 2B, Renaissance Center, a point on the east line of Renaissance Boulevard NE; thence,

N 00°10'47" E, 64.72 feet along the west line of said Tract 2B to a point of curvature; thence,

Northeasterly 94.52 feet along the arc of a curve bearing to the right continuing along the said west line of Tract 2B, said curve having a radius of 413.13 feet and a chord bearing N 06°44'02" E, 94.31 feet to the northwest corner of the tract herein described; thence,

S 76°42'43" E, 50.00 feet to the northeast corner of the tract herein described; thence,

S 11°30'26" W, 150.00 feet to the southeast corner of the tract herein described; thence,

N 89°49'13" W, 30.00 feet to the point of beginning of the tract herein described, containing 0.1525 acres (6,642 square feet), more or less.

Prepared by:

Andrews, Asbury & Robert, Inc.
Consulting Engineers
149 Jackson NE
Albuquerque, New Mexico

February 14, 1986

RENAISSANCE CENTER
COMMUNITY LANDSCAPE AREA NO. 4
Legal Description

A certain tract of land situate within Section 34, Township 11 North, Range 3 East, N.M.P.M., in the City of Albuquerque, Bernalillo County, New Mexico, being a portion of Tract 3A of RENAISSANCE CENTER, as the same is shown and designated on the Subdivision Plat thereof filed in the office of the County Clerk of Bernalillo County, New Mexico on April 3, 1985, in Book C26, Page 174 of said county records, and being more particularly described as follows:

Beginning at the east point of curvature at the southwesterly corner of said Tract 3A, a point on the north line of Renaissance Boulevard NE; thence, Northwesterly, 47.12 feet along the arc of a curve bearing to the right along the southwesterly line of said Tract 3A, said curve having a radius of 30.00 feet and a chord bearing N 44°49'25" W, 42.43 feet to a point of tangency on the west line of said Tract 3A; thence, N 00°10'35" E, 50.00 feet along the said west line of Tract 3A to the northwest corner of the tract herein described; thence, S 89°49'25" E, 30.00 feet to a point; thence, S 00°10'35" W, 30.00 feet to a point; thence, S 44°49'25" E, 28.28 feet to a point; thence, S 89°49'25" E, 30.00 feet to a point; thence, S 00°10'35" W, 30.00 feet to the southeast corner of the tract herein described, a point on the south line of said Tract 3A; thence, N 89°49'25" W, 50.00 feet along the said southline of Tract 3A to the point of beginning of the tract herein described, containing 0.0897 acres (3,906.86 square feet), more or less.

Prepared by:

Andrews, Asbury & Robert, Inc.
Consulting Engineers
149 Jackson NE
Albuquerque, New Mexico

February 14, 1986

RENAISSANCE CENTER
COMMUNITY LANDSCAPE AREA NO. 5

Legal Description

A certain tract of land situate within Section 34, Township 11 North, Range 3 East, N.M.P.M., in the City of Albuquerque, Bernalillo County, New Mexico, being a portion of TRACT 4 of RENAISSANCE CENTER, as the same is shown and designated on the Subdivision Plat thereof filed in the office of the County Clerk of Bernalillo County, New Mexico on April 3, 1985, in Book C26, Page 174 of said county records, and being more particularly described as follows:

Beginning at the most southerly corner of said Tract 4, Renaissance Center, a point of curvature on the northerly line of Montano Road NE; thence,

Northwesterly, 22.00 feet along the said northerly line of Montano Road NE, along the arc of a curve bearing to the left having a radius of 1,493.40 feet and a chord bearing N 65°20'56" W, 22.00 feet to the southwest corner of the tract herein described; thence,

N 24°13'45" E, 30.00 feet to a point; thence,

N 69°50'05" E, 88.65 feet to a point; thence,

S 48°09'37" E, 20.00 feet to the northeast corner of the tract herein described, a point on curve on the northwesterly line of Mercantile Avenue NE; thence,

Southwesterly, 44.00 feet along said northwesterly line of Mercantile Avenue NE, along a curve bearing to the left having a radius of 291.00 feet and a chord bearing S 37°30'29" W, 43.96 feet to a point of tangency; thence,

S 33°10'35" W, 1.14 feet continuing along the said northwesterly line of Mercantile Avenue NE to a point of curvature; thence,

Southwesterly, 71.47 feet continuing along the said northwesterly line of Mercantile Avenue NE along a curve bearing to the right having a radius of 50.00 feet and a chord bearing S 74°07'29" W, 65.54 feet to a point of reverse curvature and the point of beginning of the tract herein described, containing 0.1005 acres (4,377.18 square feet), more or less.

Prepared by:

Andrews, Asbury & Robert, Inc.
Consulting Engineers
149 Jackson NE
Albuquerque, New Mexico

February 14, 1986

RENAISSANCE CENTER
COMMUNITY LANDSCAPE AREA NO. 6

Legal Description

A certain tract of land situate within Section 34, Township 11 North, Range 3 East, N.M.P.M., in the City of Albuquerque, Bernalillo County, New Mexico, being a portion of Tract 5 of RENAISSANCE CENTER, as the same is shown and designated on the Subdivision Plat thereof filed in the office of the County Clerk of Bernalillo County, New Mexico on April 3, 1985, in Book C26, Page 174 of said county records, and being more particularly described as follows:

Beginning at the most westerly corner of said Tract 5, Renaissance Center, a point of curvature at the intersection of the northerly line of Montano Road NE and the easterly line of Mercantile Avenue NE; thence,

Northerly, 71.23 feet along the said easterly line of Mercantile Avenue NE along the arc of a curve bearing to the right having a radius of 50.00 feet and a chord bearing N 02°29'13" E, 65.36 feet to a point of compound curvature; thence,

Northeasterly, 12.00 feet continuing along the southeasterly line of Mercantile Avenue NE along a curve bearing to the right having a radius of 209.00 feet and a chord bearing N 44°56'32" E, 12.00 feet to the northwest corner of the tract herein described; thence,

S 43°24'47" E, 20.00 feet to the northeasterly corner of the tract herein described; thence,

S 14°25'02" E, 58.25 feet to the southeasterly corner of the tract herein described; thence,

S 38°40'35" W, 30.00 feet to a point on curve on the said northerly line of Montano Road NE; thence,

Northwesterly, 29.32 feet along the said northerly line of Montano Road NE along a curve bearing to the right having a radius of 140.00 feet and a chord bearing N 45°19'25" W, 29.27 feet to a point of compound curvature and the point of beginning of the tract herein described, containing 0.0686 acres (2,987 square feet), more or less.

Prepared by:

Andrews, Asbury & Robert, Inc.
Consulting Engineers
149 Jackson NE
Albuquerque, New Mexico

February 14, 1986

RENAISSANCE CENTER
COMMUNITY LANDSCAPE AREA NO. 7

Legal Description

A certain tract of land situate within Section 34, Township 11 North, Range 3 East, N.M.P.M., in the City of Albuquerque, Bernalillo County, New Mexico, being a portion of Tract 5 of RENAISSANCE CENTER, as the same is shown and designated on the Subdivision Plat thereof filed in the office of the County Clerk of Bernalillo county, New Mexico on April 3, 1985, in Book C26, Page 174 of said county records, and being more particularly described as follows:

Beginning at the westerly point of curvature at the southeast corner of said Tract 5, Renaissance Center, a point on the northerly right-of-way line of Interstate Highway 25; thence,

S 53°36'22" W, 30.00 feet along said northerly right-of-way line to the southwest corner of the tract herein described; thence,

N 36°23'38" W, 30.00 feet to a point; thence,

N 53°36'22" E, 30.00 feet to a point; thence,

N 08°36'22" E, 28.28 feet to a point; thence,

N 36°23'38" W, 30.00 feet to a point; thence,

N 53°36'22" E, 20.00 feet to the northeast corner of the tract herein described, a point on the easterly line of said Tract 5; thence,

S 36°23'38" E, 40.00 feet along the said easterly line of Tract 5 to a point of curvature; thence,

Southwesterly, 62.83 feet along the said easterly line of Tract 5 along a curve bearing to the right having a radius of 40.00 feet and a chord bearing S 08°36'22" W, 56.57 feet to the point of beginning of the tract herein described, containing 0.0679 acres (2,956.64 square feet), more or less.

Prepared by:

Andrews, Asbury & Robert, Inc.
Consulting Engineers
149 Jackson NE
Albuquerque, New Mexico

February 14, 1986

RENAISSANCE CENTER
COMMUNITY LANDSCAPE AREA NO. 8

Legal Description

A certain tract of land situate within Section 34, Township 11 North, Range 3 East, N.M.P.M., in the City of Albuquerque, Bernalillo County, New Mexico, being a portion of Tract 13, RENAISSANCE CENTER II, as the same is shown and designated on the Plat thereof filed in the office of the County Clerk of Bernalillo County, New Mexico on May 30, 1985, in Book C27, Page 70 of said county records, and being more particularly described as follows:

Beginning at the southeast corner of said Tract 13, Renaissance Center II, being the northerly point of curvature on the westerly line of Alexander Boulevard NE; thence,

Southwesterly, 54.98 feet along the southeasterly line of said Tract 13 along a curve bearing to the right having a radius of 35.00 feet and a chord bearing S 69°10'47" W, 49.50 feet to a point of tangency on the southerly line of said Tract 13; thence,

N 65°49'13" W, 45.00 feet along the said southerly line of Tract 13 to the southwest corner of the tract herein described; thence,

N 24°10'47" E, 30.00 feet to a point; thence,

S 65°49'13" E, 30.00 feet to a point; thence,

N 69°10'47" E, 28 feet to a point; thence,

N 24°10'47" E, 30.00 feet to a point; thence,

S 65°49'13" E, 30.00 feet to the northeast corner of the tract herein described, a point on the easterly line of said Tract 13; thence,

S 24°10'47" W, 45.00 feet along the said easterly line of Tract 13 to the point of beginning of the tract herein described, containing 0.0881 acres (3,837.11 square feet), more or less.

Prepared by:

Andrews, Asbury & Robert, Inc.
Consulting Engineers
149 Jackson NE
Albuquerque, New Mexico

February 14, 1986

RENAISSANCE CENTER
COMMUNITY LANDSCAPE AREA NO. 9

Legal Description

A certain tract of land situate within Section 35, Township 11 North, Range 3 East, N.M.P.M., in the City of Albuquerque, Bernalillo County, New Mexico, being a portion of Tract 14, RENAISSANCE CENTER II, as the same is shown and designaged on the Plat thereof filed in the office of the County Clerk of Bernalillo County, New Mexico on May 30, 1985, in Book C27, Page 70 of said county records, and being more particularly described as follows:

Beginning at the southeast corner of said Tract 14, Renaissance Center II, being the northerly point of curvature on the westerly line of Alexander Boulevard NE; thence,

Southwesterly, 39.27 feet along the southeasterly line of said Tract 14 along a curve bearing to the right having a radius of 25.00 feet and a chord bearing S 69°10'47" W, 35.36 feet to a point of tangency on the southerly line of said Tract 14; thence,

N 65°49'13" W, 55.00 feet along said southerly line of Tract 14 to the southwest corner of the tract herein described; thence,

N 24°10'47" E, 30.00 feet to a point; thence,

S 65°49'13" E, 30.00 feet to a point; thence,

N 69°10'47" E, 28.28 feet to a point; thence,

N 24°10'47" E, 30.00 feet to a point; thence,

S 65°49'13" E, 30.00 feet to the northeast corner of the tract herein described, a point on the easterly line of said Tract 14; thence,

S 24°10'47" W, 55.00 feet along said easterly line of Tract 14 to the point of beginning of the tract herein described, containing 0.0910 acres (3,965.87 square feet), more or less.

Prepared by:

Andrews, Asbury & Robert, Inc.
Consulting Engineers
149 Jackson NE
Albuquerque, New Mexico

February 14, 1986

08754320

214

SECOND AMENDMENT TO MASTER DECLARATION FOR RENAISSANCE

THIS SECOND AMENDMENT ("Amendment") to the Master Declaration for Renaissance dated September 12, 1985 ("Declaration"), which Declaration was recorded in the office of the Recorder of Bernalillo County, New Mexico on September 13, 1985 as document #85-76543 and was amended by a First Special Amendment to the Master Declaration for Renaissance recorded in the same office on April 1, 1986, as document #86-28046, is made this 22 day of March, 1987 by Guaranty Service Corporation, a Texas corporation ("Developer").

R E C I T A L S:

WHEREAS, all terms which are defined in the Declaration shall, where used in this Amendment, have the same meaning as in the Declaration; and

WHEREAS, Section 13.02 of the Declaration provides that the Declaration may be amended, abolished, modified or otherwise changed in whole or in part by the affirmative vote of at least seventy five percent (75%) of total votes entitled to be cast by the Delegates or by an instrument executed by Owners of at least seventy five percent (75%) of the Proportionate Shares; and

WHEREAS, the Developer, as of the date hereof, is entitled to cast all votes to be cast by the Delegates and is also the Owner of at least seventy five percent (75%) of the Proportionate Shares.

NOW THEREFORE, the Developer hereby amends the Declaration as follows:

1. The following subsections are deleted from Section 6.02:

"(k) Self-storage warehouse, or miniwarehouse;"

"(t) Motels;"

2. The thirty (30) foot landscape set back in Paragraph 6.07(a) is amended to twenty (20) feet.

3. The following is added as the last paragraph in Section 6.07:

"Notwithstanding anything contained herein to the contrary, the landscape setback areas on Tract 5 shall be a strip of ten (10) feet in width adjacent to all right of ways contiguous to Tract 5; provided, however, to the extent that the Community Landscape Area or the Permanent Landscape Area located on Lot 5 extends beyond said ten (10') foot setback provided for in this paragraph, said setback shall extend to the boundary of the Community Landscape Area or the Permanent Landscape Area as applicable."

4. The Permanent Landscape Easement Area No. 4 (Recorder's page 191), which formed part of Exhibit C to that First Special Amendment to the Master Declaration for Renaissance, is hereby deleted.

STATE OF NEW MEXICO
COUNTY OF BERNALILLO
FILED FOR RECORDING
87 MAY 26 AM 9:37
BK 25481A PG 214-215
GLADYS M. DAVIS
CO. CLERK & RECORDER
DEPUTY

IN WITNESS WHEREOF, the undersigned, has hereunto set its hand and seal on the day first above written.

GUARANTY SERVICE CORPORATION,
a Texas corporation

ATTEST: Robert G. Higgins
Robert G. Higgins
Assistant Secretary

BY: Gordon H. W. Ip
Gordon H. W. Ip
Vice President

Consent to the foregoing instrument is hereby acknowledged this 2nd day of April, 1987 by Montano Road Realty.

MONTANO ROAD REALTY, a New Mexico general partnership

BY: [Signature]
Its: Montano Road Realty

~~Consent to the foregoing instrument is hereby acknowledged this _____ day of _____, 1987 by Keemex Properties, L.P.~~

~~KEEMEX PROPERTIES, L.P., a Missouri limited partnership~~

~~BY: _____
Its: _____~~

STATE OF TEXAS §
 § SS
COUNTY OF DALLAS §

The foregoing instrument was acknowledged before me this 2nd day of April, 1987, by Gordon H.W. Ip, the Vice President and Robert G. Higgins, Assistant Secretary of Guaranty Service Corporation, a corporation organized under the laws of the State of Texas, on behalf of the corporation.

[Signature]
Notary Public in and for the State of Texas

My commission expires: 10-15-90

STATE OF Tennessee §
 § SS
COUNTY OF Shelby §

The foregoing instrument was acknowledged before me this 2nd day of April, 1987, by John Hull Woods, the General Partner of Montano Road Realty, a New Mexico general partnership, on behalf of the partnership.

[Signature]
Notary Public in and for the State of Tennessee, Shelby County

My commission expires: 03-15-89

RENAISSANCE CENTER
PERMANENT LANDSCAPE AREA NO. 1

188

Legal Description

A certain tract of land situate within Section 34, Township 11 North, Range 3 East, N.M.P.M., in the City of Albuquerque, Bernalillo County, New Mexico, being a portion of Tract 3B of RENAISSANCE CENTER, as the same is shown and designated on the Subdivision Plat thereof filed in the office of the County Clerk of Bernalillo County, New Mexico on April 3, 1985, in Book C26, Page 174 of said county records, and being more particularly described as follows:

Beginning at the northeasterly corner of said Tract 3B, Renaissance Center, a point of tangency on the east line of said Tract 3B; thence,
S 00°10'35" W, 45.82 feet along the east line of said Tract 3B to the southeast corner of the tract herein described; thence,
N 89°49'25" W, 20.00 feet to a point; thence,
N 00°10'35" E, 30.00 feet to a point; thence,
N 43°51'51" W, 29.70 feet to a point; thence,
N 87°54'17" W, 30.00 feet to a point; thence,
N 02°05'43" E, 20.00 feet to the northwest corner of the tract herein described, a point on the north line of said Tract 3B; thence,
S 87°54'17" E, 45.82 feet along the north line of said Tract 3B to a point of curvature; thence,
Southeasterly, 38.43 feet along the arc of a curve bearing to the right having a radius of 25.00 feet and a chord bearing S 43°51'51" E, 34.76 feet to a point of tangency and the point of beginning of the tract herein described, containing 0.0574 acres (2,502.23 square feet), more or less.

Prepared by:

Andrews, Asbury & Robert, Inc.
Consulting Engineers
149 Jackson NE
Albuquerque, New Mexico

February 14, 1986

RENAISSANCE CENTER
PERMANENT LANDSCAPE AREA NO. 2

189

Legal Description

A certain tract of land situate within Section 34, Township 11 North, Range 3 East, N.M.P.M., in the City of Albuquerque, Bernalillo County, New Mexico, being a portion of Tract 10 of RENAISSANCE CENTER, as the same is shown and designated on the Subdivision Plat thereof filed in the office of the County Clerk of Bernalillo County, New Mexico on April 3, 1985, in Book C26, Page 174 of said county records, and being more particularly described as follows:

Beginning at the northwesterly corner of said Tract 10, Renaissance Center, a point of curvature on the west line of said Tract 10; thence,

Northeasterly, 40.11 feet along the arc of a curve bearing to the right having a radius of 25.00 feet and a chord bearing N 46°07'59" E, 35.94 feet to a point of tangency on the north line of said Tract 10; thence,

S 87°54'17" E, 44.15 feet along the north line of said Tract 10 to the northeast corner of the tract herein described; thence,

S 02°05'43" W, 20.00 feet to a point; thence,

N 87°54'17" W, 30.00 feet to a point; thence,

S 46°07'59" W, 26.85 feet to a point; thence,

S 00°10'35" W, 30.00 feet to a point; thence,

N 89°49'25" W, 20.00 feet to the southwest corner of the tract herein described, a point on the west line of said Tract 10; thence,

N 00°10'35" E, 44.15 feet along the west line of said Tract 10 to the point of beginning of the tract herein described, containing 0.0557 acres (2,428 square feet), more or less.

Prepared by:

Andrews, Asbury & Robert, Inc.
Consulting Engineers
149 Jackson NE
Albuquerque, New Mexico

February 14, 1986

RENAISSANCE CENTER
 PERMANENT LANDSCAPE AREA NO. 3
 Legal Description

A certain tract of land situate within Section 34, Township 11 North, Range 3 East, N.M.P.M., in the City of Albuquerque, Bernalillo County, New Mexico, being a portion of Tract 1B of RENAISSANCE CENTER, as the same is shown and designated on the Subdivision Plat thereof filed in the office of the County Clerk of Bernalillo County, New Mexico on April 3, 1985, in Book C26, Page 174 of said county records, and being more particularly described as follows:

Beginning at the north point of curvature at the northwest corner of the intersection of Renaissance Boulevard NE and Renaissance Place NE, at the southeasterly corner of said Tract 1B, Renaissance Center; thence,

Southwesterly, 36.45 feet along the arc of a curve bearing to the right along the southeasterly line of said Tract 1B, said curve having a radius of 25.00 feet and a chord bearing S 41°56'40" W, 33.31 feet to a point of curvature; thence,

Southwesterly, 47.67 feet along the arc of a curve bearing to the left continuing along the southeasterly line of said Tract 1B, said curve having a radius of 499.13 feet and a chord bearing S 80°58'35" W, 47.65 feet to the southwest corner of the tract herein described, a point on curve; thence,

N 06°17'15" W, 30.00 feet to a point; thence,

Easterly, 30.00 feet along the arc of a curve bearing to the right having a radius of 529.13 feet and a chord bearing N 85°20'12" E, 30.00 feet to a point; thence,

N 42°17'44" E, 33.87 feet to a point; thence,

N 00°10'35" E, 30.00 feet to a point; thence,

S 89°49'25" E, 20.00 feet to the northeast corner of the tract herein described, a point on the east line of said Tract 1B and the westerly line of Renaissance Place NE; thence,

S 00°10'35" W, 55.00 feet along the said east line of Tract 1B to the point of beginning of the tract herein described, containing 0.0724 acres (3,155 square feet), more or less.

Prepared by:

Andrews, Asbury & Robert, Inc.
 Consulting Engineers
 149 Jackson NE
 Albuquerque, New Mexico

February 14, 1986

RENAISSANCE CENTER
PERMANENT LANDSCAPE AREA NO. 4

191

Legal Description

A certain tract of land situate within Section 34, Township 11 North, Range 3 East, N.M.P.M., in the City of Albuquerque, Bernalillo County, New Mexico, being a portion of Tract 2A of RENAISSANCE CENTER, as the same is shown and designated on the Subdivision Plat thereof filed in the office of the County Clerk of Bernalillo County, New Mexico on April 3, 1985, in Book C26, Page 174 of said county records, and being more particularly described as follows:

Beginning at the east point of curvature at the southwesterly corner of said Tract 2A, Renaissance Center, a point on the north line of Renaissance Boulevard NE; thence,

Northwesterly, 39.27 feet along the arc of a curve bearing to the right along the southwesterly line of said Tract 2A, said curve having a radius of 25.00 feet and a chord bearing N 44°49'25" W, 35.36 feet to a point of tangency; thence,

N 00°10'35" E, 55.00 feet along the west line of said Tract 2A to the northwest corner of the tract herein described; thence,

S 89°49'25" E, 20.00 feet to a point; thence,

S 00°10'35" W, 30.00 feet to a point; thence,

S 44°49'25" E, 28.28 feet to a point; thence,

S 89°49'25" E, 30.00 feet to a point; thence,

S 00°10'35" W, 30.00 feet to the southeast corner of the tract herein described, a point on the south line of said Tract 2A; thence,

N 89°49'25" W, 30.00 feet along the south line of said Tract 2A to the point of beginning of the tract herein described, containing 0.0727 acres (3,165.87 square feet), more or less.

Prepared by:

Andrews, Asbury & Robert, Inc.
Consulting Engineers
149 Jackson NE
Albuquerque, New Mexico

February 14, 1986

RENAISSANCE CENTER
PERMANENT LANDSCAPE AREA NO. 5

Legal Description

A certain tract of land situate within Section 34, Township 11 North, Range 3 East, N.M.P.M., in the City of Albuquerque, Bernalillo County, New Mexico, being a portion of Tract 2A of RENAISSANCE CENTER, as the same is shown and designated on the Subdivision Plat thereof filed in the office of the County Clerk of Bernalillo County, New Mexico on April 3, 1985, in Book C26, Page 174 of said county records, and being more particularly described as follows:

Beginning at the west point of curvature at the southeasterly corner of said Tract 2A, Renaissance Center, a point on the north line of Renaissance Boulevard NE; thence,

N 89°49'25" W, 280.00 feet along the south line of said Tract 2A to the southwest corner of the tract herein described; thence,

N 00°10'35" E, 30.00 feet to a point; thence,

S 89°49'25" E, 260.00 feet to a point; thence,

N 45°10'35" E, 28.28 feet to a point; thence,

N 00°10'35" E, 30.00 feet to a point; thence,

S 89°49'25" E, 30.00 feet to the northeast corner of the tract herein described, a point on the east line of said Tract 2A; thence,

S 00°10'35" W, 50.00 feet along the east line of said Tract 2A to a point of curvature; thence,

Southwesterly, 47.12 feet along the arc of a curve bearing to the right along the southeasterly line of said Tract 2A, said curve having a radius of 30.00 feet and a chord bearing S 45°10'35" W, 42.43 feet to the point of beginning of the tract herein described, containing 0.2481 acres (10,806.86 square feet), more or less.

Prepared by:

Andrews, Asbury & Robert, Inc.
Consulting Engineers
149 Jackson NE
A.buquerque, New Mexico

February 14, 1986

RENAISSANCE CENTER
PERMANENT LANDSCAPE AREA NO. 6

Legal Description

A certain tract of land situate within Section 34, Township 11 North, Range 3 East, N.M.P.M., in the City of Albuquerque, Bernalillo County, New Mexico, being a portion of Tract 3A of RENAISSANCE CENTER, as the same is shown and designated on the Subdivision Plat thereof filed in the office of the County Clerk of Bernalillo County, New Mexico on April 3, 1985, in Book C26, Page 174 of said county records, and being more particularly described as follows:

Beginning at the southwest corner of the tract herein described, a point on the south line of said Tract 3A, Renaissance Center, from whence the east point of curvature at the southwest corner of said Tract 3A bears N 89°49'25" W, 50.00 feet distance; thence, from said point of beginning,

N 00°10'35" E, 30.00 feet to the northwest corner of the tract herein described; thence,

S 89°49'25" E, 230.00 feet to the northeast corner of the tract herein described; thence,

S 00°10'35" W, 30.00 feet to the southeast corner of the tract herein described, a point on the south line of said Tract 3A; thence,

N 89°49'25" W, 230.00 feet along the said south line of Tract 3A to the point of beginning of the tract herein described, containing 0.1584 acres (6,900 square feet), more or less.

Prepared by:

Andrews, Asbury & Robert, Inc.
Consulting Engineers
149 Jackson NE
Albuquerque, New Mexico

February 14, 1986

RENAISSANCE CENTER
PERMANENT LANDSCAPE AREA NO. 7

194

Legal Description

A certain tract of land situate within Section 34, Township 11 North, Range 3 East, N.M.P.M., in the City of Albuquerque, Bernalillo County, New Mexico, being a portion of Tract 2B, RENAISSANCE CENTER, as the same is shown and designated on the Subdivision Plat thereof filed in the office of the County Clerk of Bernalillo County, New Mexico on April 3, 1985, in Book C26, Page 174, of said county records, and being more particularly described as follows:

Beginning at the west point of curvature at the northeasterly corner of said Tract 2B, Renaissance Center, a point on the south line of Renaissance Boulevard NE; thence,

Southeasterly, 47.12 feet along the arc of a curve bearing to the right along the northeasterly line of said Tract 2B, said curve having a radius of 30.00 feet and a chord bearing S 44°49'25" E, 42.43 feet to a point of tangency on the east line of said Tract 2B; thence,

S 00°10'35" W, 50.00 feet along the said east line of Tract 2B to the southeast corner of the tract herein described; thence,

N 89°49'25" W, 30.00 feet to a point; thence,

N 00°10'35" E, 30.00 feet to a point; thence,

N 44°49'25" W, 28.28 feet to a point; thence,

N 89°49'25" W, 260.00 feet to a point; thence,

N 00°10'35" E, 30.00 feet to the northwest corner of the tract herein described, a point on the north line of said Tract 2B; thence,

S 89°49'25" E, 280.00 feet along the said north line of Tract 2B to the point of beginning of the tract herein described, containing 0.2481 acres (10,806.86 square feet), more or less.

Prepared by:

Andrews, Asbury & Robert, Inc.
Consulting Engineers
149 Jackson NE
Albuquerque, New Mexico

February 14, 1986

RENAISSANCE CENTER
PERMANENT LANDSCAPE AREA NO. 8

Legal Description

A certain tract of land situate within Section 34, Township 11 North, Range 3 East, N.M.P.M., in the City of Albuquerque, Bernalillo County, New Mexico, being a portion of Tract 4 of RENAISSANCE CENTER, as the same is shown and designated on the Subdivision Plat thereof filed in the office of the County Clerk of Bernalillo County, New Mexico on April 3, 1985, in Book C26, Page 174 of said county records, and being more particularly described as follows:

Beginning at the east point of curvature at the northwesterly corner of said Tract 4, Renaissance Center, a point on the south line of Renaissance Boulevard NE; thence,

S 89°49'25" E, 280.00 feet along the north line of said Tract 4 to the northeast corner of the tract herein described; thence,

S 00°10'35" E, 30.00 feet to a point; thence,

N 89°49'25" W, 260.00 feet to a point; thence,

S 45°10'35" W, 28.28 feet to a point; thence

S 00°10'35" W, 30.00 feet to a point; thence,

N 89°49'25" W, 30.00 feet to the southwest corner of the tract herein described, a point on the west line of said Tract 4; thence,

N 00°10'35" E, 50.00 feet along the said west line of Tract 4 to a point of curvature; thence,

Northeasterly, 47.12 feet along the arc of a curve bearing to the right along the northwesterly line of said Tract 4, said curve having a radius of 30.00 feet and a chord bearing N 45°10'35" E, 42.43 feet to the point of beginning of the tract herein described, containing 0.2481 acres (10,806.86 square feet), more or less.

Prepared by:

Andrews, Asbury & Robert, Inc.
Consulting Engineers
149 Jackson NE
Albuquerque, New Mexico

February 14, 1986

RENAISSANCE CENTER
PERMANENT LANDSCAPE AREA NO. 9

196

Legal Description

A certain tract of land situate within Section 34, Township 11 North, Range 3 East, N.M.P.M., in the City of Albuquerque, Bernalillo County, New Mexico, being a portion of Tract 3B of RENAISSANCE CENTER, as the same is shown and designated on the Subdivision Plat thereof filed in the office of the County Clerk of Bernalillo county, New Mexico on April 3, 1985, in Book C26, Page 174 of said county records, and being more particularly described as follows:

Beginning at the west point of curvature at the southeasterly corner of said Tract 3B, Renaissance Center, a point on the north line of Renaissance Boulevard NE; thence,

N 89°49'25" W, 195.00 feet along the south line of said Tract 3B to the southwest corner of the tract herein described; thence,

N 00°10'35" E, 30.00 feet to the northwest corner of the tract herein described; thence,

S 89°49'25" E, 180.00 feet to a point; thence,

N 45°10'35" E, 28.28 feet to a point; thence,

N 00°10'35" E, 30.00 feet to a point; thence,

N 89°49'25" E, 20.00 feet to the northeast corner of the tract herein described, a point on the east line of said Tract 3B; thence,

S 00°10'35" W, 55.00 feet along the said east line of Tract 3B to a point of curvature; thence,

Southwesterly, 39.27 feet along the southeasterly line of said Tract 3B along a curve bearing to the right having a radius of 25.00 feet and a chord bearing S 45°10'35" W, 35.36 feet to the point of beginning of the tract herein described, containing 0.1760 acres (7,665.87 square feet), more or less.

Prepared by:

Andrews, Asbury & Robert, Inc.
Consulting Engineers
149 Jackson NE
Albuquerque, New Mexico

February 14, 1986

RENAISSANCE CENTER
PERMANENT LANDSCAPE AREA NO. 10

197

Legal Description

A certain tract of land situate within Section 34, Township 11 North, Range 3 East, N.M.P.M., in the City of Albuquerque, Bernalillo County, New Mexico, being a portion of Tract 4 of RENAISSANCE CENTER, as the same is shown and designated on the Subdivision Plat thereof filed in the office of the County Clerk of Bernalillo County, New Mexico on April 3, 1985, in Book C26, Page 174 of said county records, and being more particularly described as follows:

Beginning at the west point of curvature at the northeasterly corner of said Tract 4, Renaissance Center, a point on the south line of Renaissance Boulevard NE; thence,

Southeasterly, 47.12 feet along the northeasterly line of said Tract 4 along a curve bearing to the right having a radius of 30.00 feet and a chord bearing S 44°49'25" E, 42.43 feet to a point of tangency on the east line of said Tract 4; thence,

S 00°10'35" W, 50.00 feet along the said east line of Tract 4 to the southeast corner of the tract herein described; thence,

N 89°49'25" W, 20.00 feet to a point; thence,

N 00°10'35" E, 30.00 feet to a point; thence,

N 44°49'25" W, 28.28 feet to a point; thence

N 89°49'25" W, 180.00 feet to a point; thence,

N 00°10'35" E, 30.00 feet to the northwest corner of the tract herein described, a point on the north line of said Tract 4; thence,

S 89°49'25" E, 190.00 feet along the said north line of Tract 4 to the point of beginning of the tract herein described, containing 0.1746 acres (7,606.85 square feet), more or less.

Prepared by:

Andrews, Asbury & Robert, Inc.
Consulting Engineers
149 Jackson NE
Albuquerque, New Mexico

February 14, 1986

RENAISSANCE CENTER
PERMANENT LANDSCAPE AREA NO. 11

198

Legal Description

A certain tract of land situate within Section 34, Township 11 North, Range 3 East, N.M.P.M., in the City of Albuquerque, Bernalillo County, New Mexico, being a portion of Tract 6 of RENAISSANCE CENTER, as the same is shown and designated on the Subdivision Plat thereof filed in the office of the County Clerk of Bernalillo County, New Mexico on April 3, 1985, in Book C26, Page 174 of said county records, and being more particularly described as follows:

Beginning at the east point of curvature at the northwesterly corner of said Tract 6, Renaissance Center, a point on the south line of Renaissance Boulevard NE; thence,

S 89°49'25" E, 195.00 feet along the north line of said Tract 6 to the northeast corner of the tract herein described; thence,

S 00°10'35" W, 30.00 feet to a point; thence,

N 89°49'25" W, 180.00 feet to a point; thence,

S 45°10'35" W, 30.00 feet to a point; thence,

S 00°10'35" W, 30.00 feet to a point; thence,

N 89°49'25" W, 20.00 feet to the southwest corner of the tract herein described, a point on the west line of said Tract 6; thence,

N 00°10'35" E, 55.00 feet along the said west line of Tract 6 to a point of curvature; thence,

Northeasterly, 39.27 feet along the northwesterly line of said Tract 6 along a curve bearing to the right having a radius of 25.00 feet and a chord bearing N 45°10'35" E, 35.36 feet to the point of beginning of the tract herein described, containing 0.1760 acres (7,665.87 square feet), more or less.

Prepared by:

Andrews, Asbury & Robert, Inc.
Consulting Engineers
149 Jackson NE
Albuquerque, New Mexico

February 14, 1986

RENAISSANCE CENTER
PERMANENT LANDSCAPE AREA NO. 12

199

Legal Description

A certain tract of land situate within Section 34, Township 11 North, Range 3 East, N.M.P.M., in the City of Albuquerque, Bernalillo County, New Mexico, being a portion of Tract 10 of RENAISSANCE CENTER, as the same is shown and designated on the Subdivision Plat thereof filed in the office of the County Clerk of Bernalillo County, New Mexico on April 3, 1985, in Book C26, Page 174 of said county records, and being more particularly described as follows:

Beginning at the east point of curvature at the southwesterly corner of said Tract 10, Renaissance Center, a point on the northerly line of Renaissance Boulevard NE; thence,

Northwesterly, 47.12 feet along the southwesterly line of said Tract 10 along a curve bearing to the right having a radius of 30.00 feet and a chord bearing N 44°49'25" W, 42.43 feet to a point of tangency on the west line of said Tract 10; thence,

N 00°10'35" E, 50.00 feet along the said west line of Tract 10 to the northwest corner of the tract herein described; thence,

S 89°49'25" E, 20.00 feet to a point; thence,

S 00°10'35" W, 30.00 feet to a point; thence,

S 44°49'25" E, 28.28 feet to a point; thence,

S 89°49'25" E, 180.00 feet to a point; thence,

S 00°10'35" W, 30.00 feet to the southeast corner of the tract herein described, a point on the south line of said Tract 10; thence,

N 89°49'25" W, 190.00 feet along the said south line of Tract 10 to the point of beginning of the tract herein described, containing 0.1746 acres (7,606.85 square feet), more or less.

Prepared by:

Andrews, Asbury & Robert, Inc.
Consulting Engineers
149 Jackson NE
Albuquerque, New Mexico

February 14, 1986

RENAISSANCE CENTER
PERMANENT LANDSCAPE AREA NO. 13

Legal Description

A certain tract of land situate within Section 34, Township 11 North, Range 3 East, N.M.M.P., in the City of Albuquerque, Bernalillo County, New Mexico, being a portion of Tract 7 of RENAISSANCE CENTER, as the same is shown and designated on the Subdivision Plat thereof filed in the office of the County Clerk of Bernalillo County, New Mexico on April 3, 1985, in Book C26, Page 174 of said county records, and being more particularly described as follows:

Beginning at the northwest corner of the tract herein described, a point on the north line of said Tract 7, Renaissance Center, from whence the northwest corner of said Tract 7 bears N 89°49'25" W, 336.39 feet distance; thence, from said point of beginning,

S 89°49'25" E, 40.00 feet along the said north line of Tract 7 to a point of curvature; thence,

Southeasterly, 47.12 feet along the northeasterly line of said Tract 7 along a curve bearing to the right having a radius of 30.00 feet and a chord bearing S 44°49'25" E, 42.43 feet to a point of tangency on the east line of said Tract 7; thence,

S 00°10'35" W, 50.00 feet along the said east line of Tract 7 to the south-east corner of the tract herein described; thence,

N 89°49'25" W, 20.00 feet to a point; thence,

N 00°10'35" E, 30.00 feet to a point; thence,

N 44°49'25" W, 28.28 feet to a point; thence,

N 89°49'25" W, 30.00 feet to a point; thence,

N 00°10'35" E, 30.00 feet to the northwest corner and point of beginning of the tract herein described, containing 0.0713 acres (3,106.85 square feet), more or less.

Prepared by:

Andrews, Asbury & Robert, Inc.
Consulting Engineers
149 Jackson NE
Albuquerque, New Mexico

February 14, 1986

RENAISSANCE CENTER
PERMANENT LANDSCAPE AREA NO. 14

201

Legal Description

A certain tract of land situate within Section 34, Township 11 North, Range 3 East, N.M.P.M., in the City of Albuquerque, Bernalillo County, New Mexico, being a portion of Tract 8 of RENAISSANCE CENTER, as the same is shown and designated on the Subdivision Plat thereof filed in the office of the County Clerk of Bernalillo County, New Mexico on April 3, 1985, in Book C26, Page 174 of said county records, and being more particularly described as follows:

Beginning at the south point of curvature at the northwesterly corner of said Tract 8, Renaissance Center, a point on the easterly line of First Western Drive NE; thence,

Northeasterly, 36.73 feet along the northwesterly line of said Tract 8 along a curve bearing to the right having a radius of 25.00 feet and a chord bearing N 42°15'19" E, 33.51 feet to a point of reverse curvature; thence,

Northeasterly, 42.40 feet along the northerly line of said Tract 8 along a curve bearing to the left having a radius of 643.00 feet and a chord bearing N 82°26'43" E, 42.39 feet to the northeast corner of the tract herein described; thence,

S 09°26'37" E, 30.00 feet to a point; thence,

Westerly, 30.00 feet along the arc of a curve bearing to the right having a radius of 673.00 feet and a chord bearing S 81°50'00" W, 30.00 feet to a point; thence,

S 40°26'44" W, 30.62 feet to a point; thence,

S 00°10'35" W, 30.71 feet to a point; thence,

N 89°49'25" W, 20.00 feet to the southwest corner of the tract herein described, a point on the west line of said Tract 8; thence,

N 00°10'35" E, 57.43 feet along the said west line of Tract 8 to the point of beginning of the tract herein described, containing 0.0722 acres (3,145.65 square feet), more or less.

Prepared by:

Andrews, Asbury & Robert, Inc.
Consulting Engineers
149 Jackson NE
Albuquerque, New Mexico

February 14, 1986

RENAISSANCE CENTER
PERMANENT LANDSCAPE AREA NO. 15

202

Legal Description

A certain tract of land situate within Section 34, Township 11 North, Range 3 East, N.M.P.M., in the City of Albuquerque, Bernalillo County, New Mexico, being a portion of Tract 6 of RENAISSANCE CENTER, as the same is shown and designated on the Subdivision Plat thereof filed in the office of the County Clerk of Bernalillo County, New Mexico on April 3, 1985, in Book C26, Page 174 of said county records, and being more particularly described as follows:

Beginning at the southeast corner of the tract herein described, a point on the south line of said Tract 6, Renaissance Center, from whence the southeast corner of said Tract 6 bears S 89°49'25" E, 380.00 feet distance; thence, from said point of beginning,

N 89°49'25" W, 45.00 feet along the said south line of Tract 6 to a point of curvature; thence,

Northwesterly, 39.27 feet along the southwesterly line of said Tract 6 along a curve bearing to the right having a radius of 25.00 feet and a chord bearing N 44°49'25" W, 35.36 feet to a point of tangency on the west line of said Tract 6; thence,

N 00°10'35" E, 45.00 feet along the said west line of Tract 6 to the northwest corner of the tract herein described; thence,

S 89°49'25" E, 20.00 feet to a point; thence,

S 00°10'35" W, 30.00 feet to a point; thence,

S 44°49'25" E, 28.28 feet to a point; thence,

S 89°49'25" E, 30.00 feet to a point; thence,

S 00°10'35" W, 20.00 feet to the southeast corner and point of beginning of the tract herein described, containing 0.0566 acres (2,465.87 square feet), more or less.

Prepared by:

Andrews, Asbury & Robert, Inc.
Consulting Engineers
149 Jackson NE
Albuquerque, New Mexico

February 14, 1986

RENAISSANCE CENTER
PERMANENT LANDSCAPE AREA NO. 16

Legal Description

A certain tract of land situate within Section 34, Township 11 North, Range 31 East, N.M.P.M., in the City of Albuquerque, Bernalillo County, New Mexico, being a portion of Tract 8 of RENAISSANCE CENTER, as the same is shown and designated on the Subdivision Plat thereof filed in the office of the County Clerk of Bernalillo County, New Mexico on April 3, 1985, in Book C26, Page 174 of said county records, and being more particularly described as follows:

Beginning at the southeasterly corner of the tract herein described, a point on the southerly line of said Tract 8, Renaissance Center, from whence the southeast corner of said Tract 8 bears N 53°36'22" E, 73.92 feet distance; thence, from said point of beginning,

S 53°36'22" W, 40.00 feet along the said southerly line of Tract 8 to a point of curvature; thence,

Northwesterly, 47.12 feet along the southwesterly line of said Tract 8 along a curve bearing to the right having a radius of 30.00 feet and a chord bearing N 81°23'38" W, 42.43 feet to a point of tangency on the westerly line of said Tract 8; thence,

N 36°23'38" W, 50.00 feet along said westerly line of Tract 8 to the northwest corner of the tract herein described; thence,

N 53°36'22" E, 20.00 feet to a point; thence,

S 36°23'38" E, 30.00 feet to a point; thence,

S 81°23'38" E, 28.28 feet to a point; thence,

N 53°36'22" E, 30.00 feet to a point; thence,

S 36°23'38" E, 30.00 feet to the southeast corner and point of beginning of the tract herein described, containing 0.0713 acres (3,106.86 square feet), more or less.

Prepared by:

Andrews, Asbury & Robert, Inc.
Consulting Engineers
149 Jackson NE
Albuquerque, New Mexico

February 14, 1986

RENAISSANCE CENTER
PERMANENT LANDSCAPE AREA NO. 17

204

Legal Description

A certain tract of land situate within Section 35, Township 11 North, Range 3 East, N.M.P.M., in the City of Albuquerque, Bernalillo County, New Mexico, being a portion of Tract 14, RENAISSANCE CENTER II, as the same is shown and designated on the Plat thereof filed in the office of the County Clerk of Bernalillo County, New Mexico on May 30, 1985, in Book C27, Page 70 of said county records, and being more particularly described as follows:

Beginning at the northeast corner of said Tract 14, Renaissance Center II, being the southerly point of curvature on the westerly line of Alexander Boulevard NE; thence,

S 24°10'47" W, 50.00 feet along the easterly line of said Tract 14 to the southeast corner of the tract herein described; thence,

N 65°49'13" W, 30.00 feet to a point; thence,

N 24°10'47" E, 30.00 feet to a point; thence,

N 20°49'13" W, 28.28 feet to a point; thence,

N 65°49'13" W, 30.00 feet to a point; thence,

N 24°10'47" E, 30.00 feet to the northwest corner of the tract herein described, a point on the northerly line of said Tract 14; thence,

S 65°49'13" E, 50.00 feet along said northerly line of Tract 14 to a point of curvature; thence,

Southeasterly, 47.12 feet along the said northerly line of Tract 14 along a curve bearing to the right having a radius of 30.00 feet and a chord bearing S 20°49'13" E, 42.43 feet to the point of beginning of the tract herein described, containing 0.0897 acres (3,906.86 square feet), more or less.

Prepared by:

Andrews, Asbury & Robert, Inc.
Consulting Engineers
149 Jackson NE
Albuquerque, New Mexico

February 14, 1986

EXHIBIT J

Sector Table

<u>Sector</u>	<u>Tracts</u>	<u>Zoning</u>	<u>Acreage</u>	<u>Building Height</u>	<u>FAR</u>
1	1A, 1B, 1C	SU-1/R3	36.48 Ac.	3 story	.60
2	2A, 3A, 3B	SU-1/C-2	39.66 Ac.	Retail/Restaurant - 3 stories Office - 8 stories	R/R .35 Office .60
3	2B, 4, 6	SU-1/C-2 SU-1/IP	45.48 Ac.	Retail - 3 stories Industrial - 3 stories Office - 6 stories Hotel - 12 stories	Retail .35 Industrial .30 Office .60 Hotel .80
4	7, 8, 9, 10	SU-1/IP	44.51 Ac.	10 stories	.60
5	5	SU-1/C-2	9.40 Ac.	2 stories	.35
6	11, 12	M-2	8.84 Ac.	2 stories	.60
7	13, 14, 15A, 15B 16, 17, 18	M-2	26.81 Ac.	Office/Retail - 2 stories Hotel - 6 stories Warehouse/Showroom - 2 stories	O/R .35 Hotel .60 W/S .60

RULES & REGULATIONS

I. Renaissance was master planned as a cohesive, visually unified mixed use development with a strong sense of identity and as a place of distinction and quality. The intent of these Rules & Regulations is to provide definition necessary to bring the master planned concept into reality and to set forth specific standards regarding architectural, site development and landscaping improvements. These Rules & Regulations are promulgated by the Renaissance Property Owner's Association pursuant to the Master Declaration for Renaissance, filed in the records of the County Clerk for Bernalillo County, New Mexico, as Document 85 76543.

II. Architectural and Site Development Standards

A. All permitted uses in all zoning districts

1. Floor Area Ratios And Height Limitations: The Master Plan for Renaissance divides the Renaissance site into seven sectors and specified floor area ratios and height limitations for different uses within each sector. (A table setting forth such specifications is attached hereto as Sector Restrictions Exhibit.) All development proposed for specific lots must conform to the restrictions shown on the Master Plan unless an exception for a specific lot is made by the Board.

2. Design Character: Basic design shall exhibit a regional character and a contemporary nature that pays respect to contemporary and post-modern styles. Features which help create a pleasant and inviting pedestrian environment, such as courtyards and plazas, will be encouraged. (See landscaping standards herein). Building designs should avoid massive, unbroken volumes which ignore human scale. Elements which add interest and variety, such as overhangs, balconies and terraces, patios and arcades, or recessed doors and windows will be encouraged. Buildings should be sited so as to maximize vistas and solar access.

3. Colors and Materials: Desired visual order within the Property can best be achieved through consistent and dominant use of a limited number of materials and colors. Buildings shall conform to a range of color from light to dark earth tones or warm to cool grays. The dominance of black, stark white, pastels or bright colors of high contrast will not be permitted. A variety of materials may be selected for use as dominant materials, but the number of materials on a single building shall be limited in order to achieve a "clean" design characteristic. Acceptable dominant exterior materials are: (a) masonry, (b) stucco, (c) architectural concrete, (d) granite, or (e) glass (highly reflective mirror glass will be discouraged).

4. Roof Materials and Color: Inclined roofs shall be of clay tile, slate, metal "tile/shake" or standing seam metal, predominantly of a dark reddish brown or dark grey color to be approved by the Board. However, accent colors may be permitted by the Board. Flat, built-up roofs shall provide an aggregate of a reddish or dark grey color to be approved by the Board. One-ply roofs of reflective color also will be acceptable.
5. Roof Mounted Equipment: Roof-mounted mechanical and electrical equipment and apparatus will be minimized and located in an orderly pattern. All equipment and apparatus will be painted to match the color of the roof aggregate and will be maintained as such. Screening architecturally compatible with the design of the building shall be provided to screen all equipment and apparatus from view from adjacent streets and from Montano and Chappel Roads.
6. Parking: Off-street parking shall be provided according to the requirements of the City of Albuquerque or requirements imposed by the Board, whichever is more strict. Paving of drives and parking areas shall be of concrete or asphalt, with continuous concrete curb and gutter and shall conform to construction specifications of the City of Albuquerque. Parking shall not be permitted within any front yard landscape setback area unless specifically approved by the Board. Landscaping within parking areas shall be according to the requirements as stated herein. Parking areas will be screened from view from surrounding streets by landscaping.
7. Lighting: Building, parking and pedestrian area illumination shall be indirect in character (no lamp shall be directly visible), shall be of a white light source and shall be directed away from adjacent single family areas. Site lighting for the parking areas of lots shall be designed in such a manner as to provide a minimum average illumination level with a uniformity level of 3 to 1 (average to minimum) with a maintained average of 1 foot candle and a minimum of .3 foot candle.

All on-site lighting shall be owned and maintained by the owner of the building site. Building lighting shall be ground mounted only and shall be recessed into the ground or screened from street view by landscaping. Pole mounted site lighting units shall comply with the following height limitations:

Parking Lot Lights	25' maximum
Pedestrian Pathway Lights	15' maximum

All parking lot lighting shall be selected from the list of types and manufacturers which follows:

- a. Luminaires:

1) Specifications

- a) Color: Light to medium/amber bronze.
Reference: Kaiser Aluminum Kalcolor selection chart of DeGraco Industrial Maintenance Coding 49-19-49 to match color only.
- b) Support Arms: Square or rectangular mounting at 90 degrees to pole is recommended.

2) Manufacturers

- a) Form 10 -
Gardco Manufacturing, Inc.
2661 Alvarado Street
San Leandro, California 94577
- b) Executive II -
Sterner Lighting System
Winstead, Minnesota 55395
- c) Kim EKG (Generation 2) -
Kim Lighting, Inc.
P. O. Box 1275
City of Industry, California 91749

b. Lighting Poles:

Material: Steel or Aluminum
Form: Square straight or tapered poles.
Finish: Prime with DeGraco 167 POLY/EP or approved equivalent and finish with DeGraco Acry/Thane or approved equivalent.
Color: DeGraco 49-19-49 or approved equivalent.
Ref: (Kalcolor Selection Chart) Kaiser Aluminum

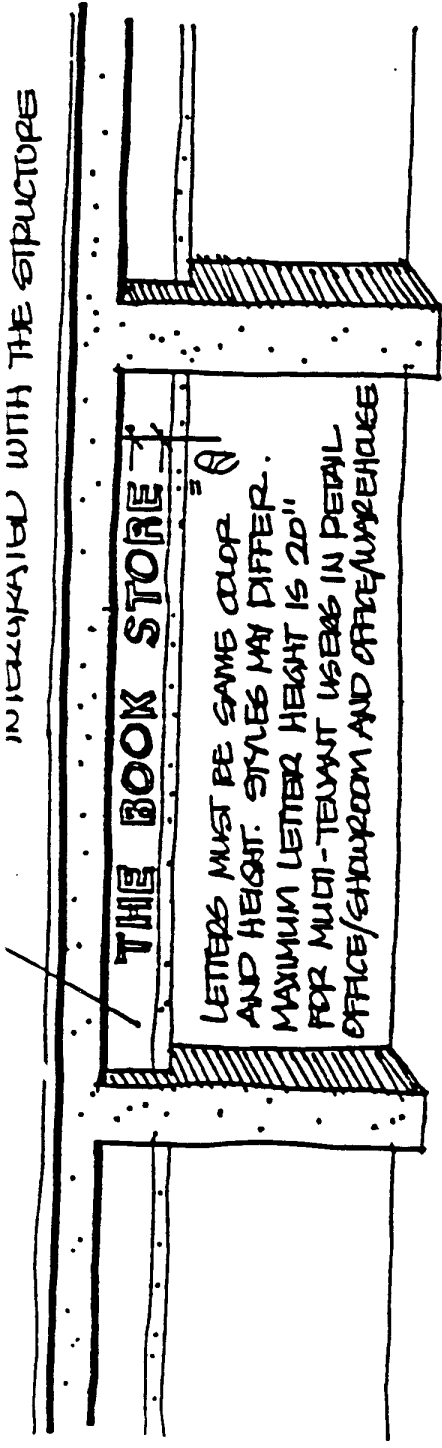
8. Utility Services: All on-site extensions of utility lines shall be placed underground and shall meet all requirements of the City of Albuquerque. Main electrical transformers, electrical power meters (unless interior to the building), transformer pads and vaults shall be located to the rear of the front of any structure constructed on a lot and shall be screened by landscaping. Main gas meters and fire sprinkler system connections shall be located on the side or rear of any structure constructed on a lot and shall be screened by

landscaping. Telephone and cable TV junction boxes shall be located inconspicuously and shall be screened by landscaping. Developers shall coordinate with all utility companies early in the design process to ensure the placement of all utility apparatus in compliance with these Rules & Regulations.

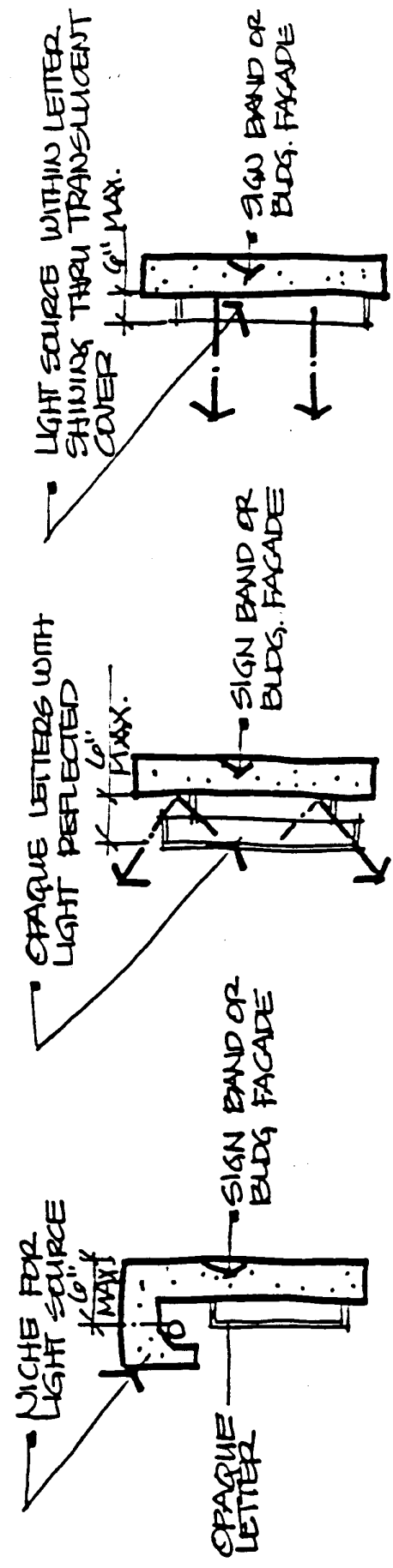
9. Exterior Screening: All electrical and mechanical apparatus, equipment, fixtures (other than exterior lighting fixtures, but including main electrical transformers and meters), whether roof mounted, exterior wall mounted, or pad mounted at grade, including but not limited to heating/ventilating/air conditioning equipment, air compressors, pad mounted tanks of any kind for any use, conduit, ducts, vents, flues, and pipes located on the exterior of any structure shall be screened from view from any public street or adjacent lot, and shall be treated in a manner reasonably acceptable to the Board. The Board shall consider issues including, but not limited to, minimizing to the extent possible the amount of roof mounted apparatus, the orderly placement of such roof mounted apparatus, the proposed screening technique and the coordination and harmony of apparatus color and screening with that of the structure.
10. Truck Loading, Outside Storage, Refuse Collection Areas: No truck loading area whether accessed by use of a truck dock or at grade truck door shall be located in the front of any building or structure, within any front setback area, or between a front of any building or structure and the street on which said front faces. Trucking facilities may be located on the sides or rear of a building or structure provided said facilities are screened from view from a public street. No materials, supplies, or equipment, including trucks in excess of one ton capacity, owned, leased or under control of the Owner or the holder of a leasehold estate interest in a lot shall be stored in any area on a lot except inside a closed building, or behind an architecturally compatible masonry wall screening such areas so that they are not visible from adjacent lots or public streets. No storage areas of any type shall be maintained between a public street and the front of the structure nearest such street. All outdoor refuse collection areas shall be visually screened so as not to be visible from public streets and adjacent lots. Said screening shall consist of masonry or other approved material compatible with the primary structure and shall be of minimum height equal to one (1) foot above the top elevation of any container or equipment to be screened. Steel frame gates with heavy duty hinges shall be provided at the opening to fully enclose the refuse collection area.
11. Security Fencing: Security fencing shall be wrought iron and shall be painted black. Security fencing will not be permitted within the street frontage landscape setback.
12. Signage:
 - a. Building mounted signs shall:

- 1) Be comprised of letters or graphic elements constructed of separate pieces of individual construction. The permitted area of the sign shall be determined by the outer dimensions of the area covered by individual letter elements.
 - 2) For a single tenant/owner premises user, be of an area no larger than seven (7) percent of the building facade plane upon which the sign is placed. Only one (1) sign per street frontage of the premises shall be permitted. Individual letters or graphic elements shall not exceed thirty (30) inches in height for premises no greater than one story in height. For premises greater than one story in height, additional letter or graphic element height may be permitted by written approval of the Board.
 - 3) For multi-tenant/owner premises users, in retail, office/showroom and office/warehouse developments only, be of an area no larger than seven (7) percent of the facade plane, the extent of which shall be determined by the demising walls of the multi-tenant/owner premises, upon which the sign is placed. Building mounted signage for multi-tenant premises shall not be permitted in office only developments. Individual letters or graphic elements shall not exceed twenty (20) inches in height for premises no greater than one story in height. For premises greater than one story in height, additional letter or graphic element height may be permitted by written approval of the board.
 - 4) Be parallel to and project no greater than six (6) inches from the building wall unless otherwise approved by Board.
 - 5) Be of design, color and material compatible with the building. All lettering or graphic elements mounted on the building shall be of the same color.
 - 6) Be located no closer than 100 feet from the intersection of any street right-of-way lines with Montano Road, Renaissance Boulevard, Alexander Boulevard and Interstate 25.
 - 7) Lighting of individual letters or other graphic elements shall be of an internal or indirect light source only with the exception of individual neon letters or designs which may be approved by the Board. All service wiring, apparatus or equipment shall not be exposed to view. A continuous backlighted signage band designed as a significant and compatible architectural element may be approved by the Board.
 - 8) The Rules and Regulations set forth in this subsection are illustrated in Exhibits A and B.
- b. Ground mounted signs shall:

INTEGRATED WITH THE STRUCTURE



SIGN BAND OF RETAIL BUILDING



MAX. LETTER HEIGHT 20" TO 30" HEIGHT DEPENDING ON BUILDING USE

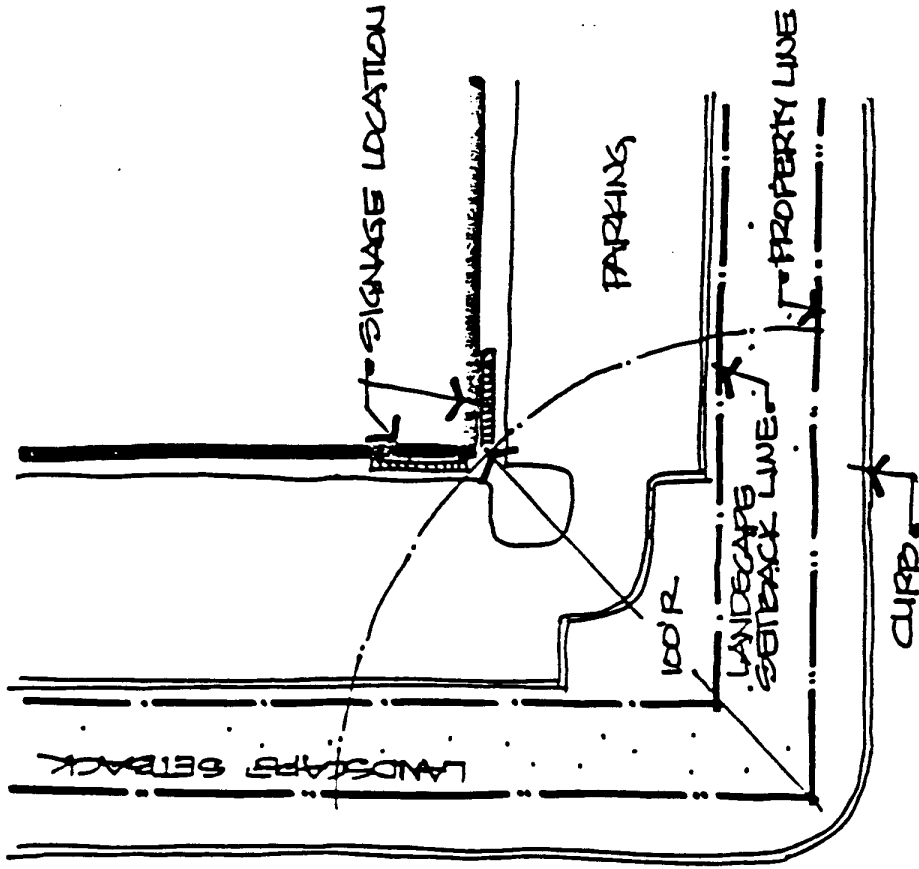
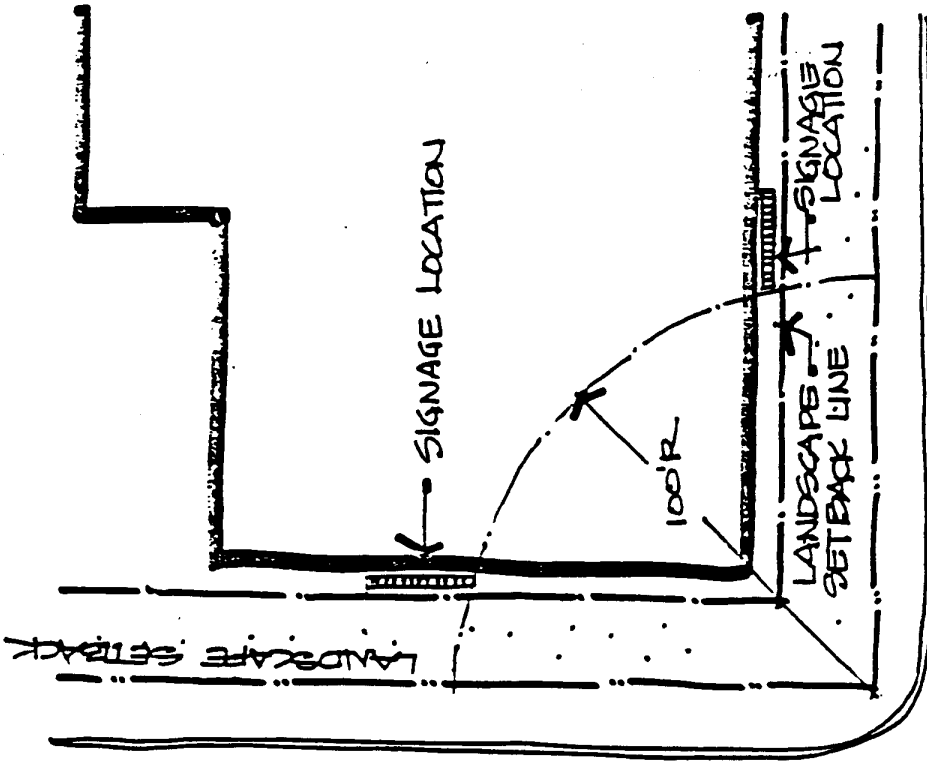
PROFILE: COVE LIGHTING

PROFILE: INDIRECT LIGHTING

PROFILE: INTERNAL LIGHTING

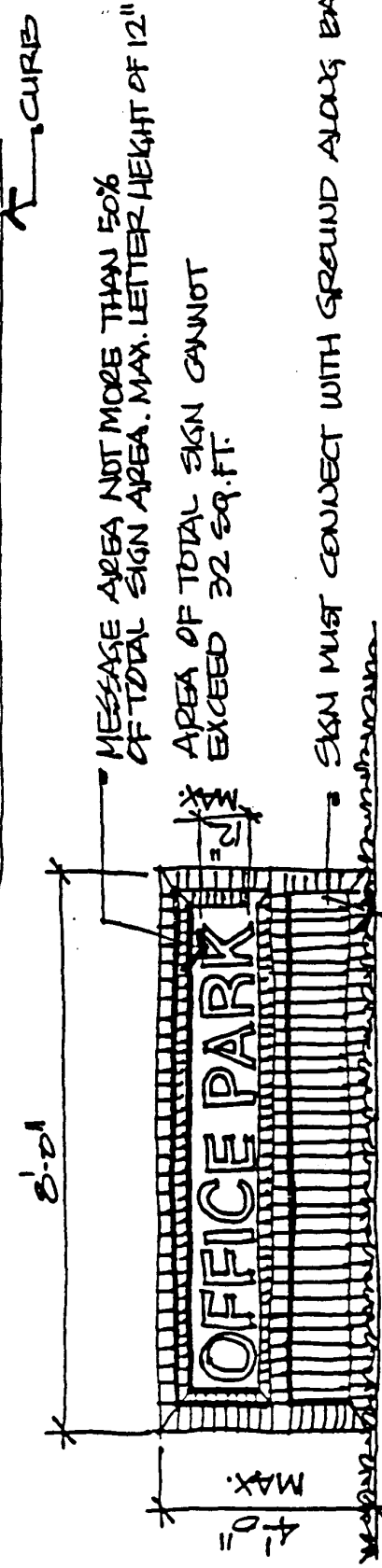
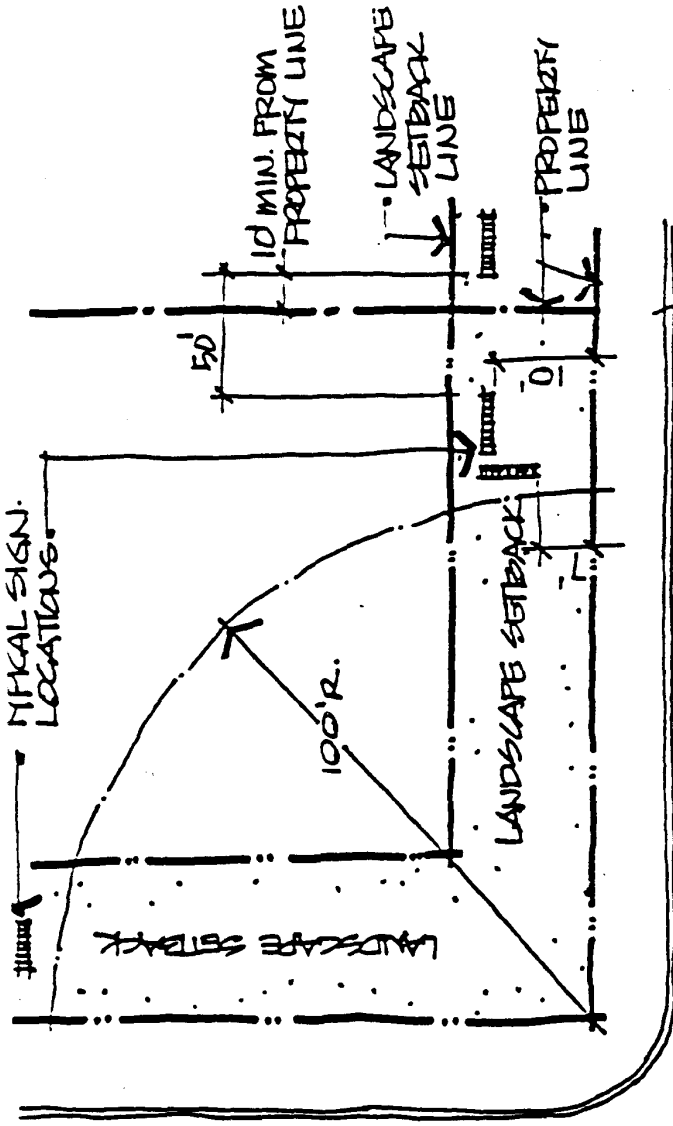
Exhibit A

INDIVIDUAL LETTER/LIGHTING REQUIREMENTS



SIGNAGE REQUIREMENTS FOR BUILDING MOUNTED SIGNS

Exhibit B



SIGNAGE REQUIREMENTS

FOR GROUND MOUNTED SIGNS

- 1) Identify the development project only. Individual tenants within a multi-tenant project shall not be identified by ground mounted signs.
- 2) Be comprised of letters or graphic elements constructed of separate pieces of individual construction and permanently attached to that sign structure. Individual letters or graphic elements shall not exceed twelve (12) inches in height.
- 3) Be limited in quantity to one sign per street frontage of the lot.
- 4) Be no greater than four (4) feet in height as measured from the top of the lowest adjacent curb.
- 5) Be no greater than 32 square feet in area per face of the sign structure with the message area covering no more than 50% of the area of each face.
- 6) Be located no closer than 100 feet from the intersection of any street right-of-way lines with Montano Road, Renaissance Boulevard, Alexander Boulevard and Interstate 25.
- 7) Be located no closer than 50 feet from a ground mounted sign located on an adjacent lot.
- 8) Be located no closer than ten (10) feet from any street right-of-way when positioned parallel to the street or from a side property line.
- 9) Be located no closer than seven (7) feet from any street right-of-way when positioned perpendicular to the street.
- 10) Be located no closer than three (3) feet from any driveway or parking area.
- 11) Be connected to the ground along the length of its base.
- 12) Be of design, color and material compatible with the primary building on the premises. All lettering or graphic elements mounted on the sign structure shall be of the same color.
- 13) Lighting of individual letters or graphic elements shall be of an internal or indirect light source only with the exception of individual neon letters or designs which may be approved by the Board. All service wiring, apparatus or equipment shall not be exposed to view. Uplighting devices may be approved by the Board but shall be recessed into the ground.
- 14) Reference Exhibit C.

c. Directional or activity signage shall:

- 1) Be no greater than eight (8) square feet in area per face of the sign structure with the message area covering no more than 50% of the area of each face.
- 2) Be mounted no higher than four (4) feet above the top of the nearest curb.
- 3) Be compatible in design and color with the project it serves.
- 4) No pole mounted or other signage shall be permitted unless required by the City of Albuquerque. City required signage shall be architecturally and color compatible with the project.

13. Antennas: No exterior antennas may be installed or maintained. Satellite dishes shall be located in the rear of the project and shall be screened by street view by landscaping.

14. Mailboxes: A plan showing the location and design of all mailboxes and clustered mailbox systems must be approved by the Board. Structural enclosures for mailboxes must be provided and shall be architecturally integrated with the individual project and shall be of similar construction, materials, design and form to said project.

15. Special Exception: Due to its strategic location, unique depth and configuration, topographic setting and potential impact upon the visual image of Renaissance, that portion of the subject property bounded by Mercantile Avenue, First Western Drive, Montano Road and IH-25 shall be a Special Exception to these Rules & Regulations as to front yard landscape setback and extent of landscape required. A site development plan and landscape plan shall be submitted to the Board for preliminary review and approval prior to the preparation of the Preliminary Plans. Said site development plan and landscape plan shall establish front yard landscape setback areas and shall provide landscaping and screening in a manner similar to and compatible with the remainder of Renaissance. All other requirements of these Rules & Regulations shall apply. No ground mounted signs will be permitted on I-25 or Montano Road frontage without written approval by the Board.

B. For only R-3 residential uses:

1. All Rules and Regulations listed in Section II.A. above unless amended below.

2. Exterior wall materials: Masonry, stucco, tile and wood shall be permitted. Sixty (60) percent of each exterior elevation shall be permitted. Sixty (60) percent of each exterior elevation shall be masonry or stucco with one-half (1/2) of that 60 percent above the first floor if buildings are greater than one story in height. No pre-fabricated siding materials will be permitted.

3. Exterior color: Color of exterior wall materials shall be of light to medium dark earth tones. Roof color shall be of dark reddish brown, or dark grey tones unless otherwise permitted by the Board.
4. Roof materials: Asphalt and fiberglass roof shingles will be permitted and shall be equal to or better than the following product lines of the following manufacturers:
 - a. Elk Roofing Products - Prestique
 - b. GAF - Timberline Self Sealing
 - c. Georgia Pacific - Summit or Valiant Fiberglass
5. Screening: Utility meters, ground or building mounted mechanical and electrical equipment, recreational vehicle parking areas and refuse collection areas shall be enclosed or screened by view by landscaping or fencing compatible with the architectural design of the project. Roof mounted mechanical equipment shall be painted to match the color of the roof and shall be screened from public view in a manner architecturally compatible with the project.
6. Parking: No parking of boats, campers, trailers or other recreational vehicles shall be permitted except within a designated area screened from view by landscaping or architecturally compatible fencing.
7. Clotheslines: No exterior clotheslines may be installed or maintained.
8. Project Signage: Signage shall be only of a ground mounted, monument type. Building or pole mounted signs shall not be permitted.
- C. For the Portion of the Property Located South of Montano and Located in Tracts 11, 12, 14, 15A, 15B, 16, 17 and 18:
 1. All Rules & Regulations listed in Section II.A. above unless amended below.
 2. Acceptable dominant exterior materials: May include in addition to those listed in II.A.2 above:
 - a. Tilt-up concrete panel with exposed aggregate or cast-in-place surface articulation, or
 - b. Prefabricated metal sandwich panel. Other materials may be approved by the Board.
 3. Security and Storage Fencing: Security and storage area fencing may be of chain link. If chain link is used it shall be painted black, landscape screening of the fencing shall be required, and shall be installed at a minimum height of 36 inches and shall be maintained at a mature height equal to the height of the fence.

LANDSCAPE DEVELOPMENT STANDARDS

A. PLANS:

Landscape plans shall include plant names, sizes, spacing and associated landscape construction to be installed on the site. Plans are to include complete drawings for an underground irrigation system for all planted areas.

B. LANDSCAPE TREATMENT

Landscape of the site shall include fully automatic irrigation systems, grass lawns and groundcover, trees in parking areas, set back tree planting, screening and planting in areas used as dividers and any other areas of limited use. All plant material shall conform to the American Standard for Nursery Stock (1973 edition). Landscaping should be utilized to create visual relief from large expanses of building walls and fences or large expanses of streets and paving. Landscaping should be combined with walkways, courtyards and plazas to create an inviting pedestrian orientation, not only connecting parking areas and buildings, but connecting buildings with other parts of the overall development.

C. INSTALLATION:

Time of completion of landscape development shall be:

1. No later than date of certificate of occupancy for areas within or contiguous to the landscape setback.
2. No later than 30 days from certificate of occupancy for the remainder of the site.

If approved by the Board, a period of up to 180 days from date of certificate of occupancy, may be granted as an extension to allow for planting seasons of the year.

D. STREET FRONTAGE LANDSCAPE SETBACKS

1. Adjacent to the North right-of-way of Montano Road, Interstate 25 and adjacent to the right-of-way of Renaissance Boulevard and Alexander, north of Montano Road, shall be a landscape area of not less than thirty (30) feet, measured from street right-of-way line.
2. Adjacent to all other street right-of-way North of Montano Road shall be a twenty (20) foot landscape area, from street right of way line.
3. Adjacent to the Southern right of way of Montano Road and adjacent to South Renaissance Boulevard to a point two hundred fifty (250) feet south of the centerline of Montano Road shall be a

landscape area twenty (20) feet in width measured from the street right of way line. Adjacent to Alexander, south of Montano Road shall be a 20'-0" landscape setback measured from street right of way line.

4. Adjacent to the remainder of South Renaissance Boulevard and adjacent to all other streets South of Montano shall be a landscape area ten (10) feet in width measured from the street right of way line, or twenty (20) feet in width measured from the existing or future street curb line, whichever creates the wider landscaped area measured from curb of street to curb of parking.
5. No parking shall be allowed in landscape setbacks.
6. Reference Exhibit 1.

E. STORM WATER DETENTION STRUCTURES:

Detention structures shall be allowed to be built within the landscape setback provided:

1. Depth shall not exceed 3'-0".
2. Grass slopes shall not exceed 3:1 with 4:1 transition slopes for a distance of 4'-0" horizontally at the toe and top of slope and solid sodded.
3. The detention structure occupies no more than 40% of the landscape setback area in which the structure is located.
4. Reference Exhibit 2.

F. LANDSCAPE REQUIREMENTS:

1. In the area of street frontage landscape setback, the number of trees required shall equal 1 tree per 20'-0" lineal feet of frontage. Solid and Kentucky Bluegrass shall be installed within the landscape setback.
2. In vehicular parking areas, the ratio of one shade tree for every ten spaces of parking shall determine the number of shade trees required to be planted in areas of no less than 45 (forty-five) square feet at each location as approved. Trees shall be distributed throughout the parking areas rather than concentrated in large groupings.
3. Shrubs shall screen vehicular parking from adjacent streets and shall be maintained at a minimum height of 18" and maximum height of 42" from the tip of curb of the adjacent parking area.

4. Landscape screening may be used in lieu of fences and/or walls except for refuse collection and outside storage areas. The plant screen must be initially installed at a height equal to 75% of the object to be screened.
5. Within areas where erosion may occur, due to natural or manmade topography and drainage, solid sod or an approved erosion control method shall be utilized.

G. LANDSCAPE MATERIALS:

1. As required by the Landscape guidelines: Trees shall be used in the following proportions within the street frontage landscape setback. Reference Exhibit 2A.
 - a) 50% shade trees (4 varieties minimum)
 - b) 10% conifers (2 varieties minimum)
 - c) 40% ornamentals (2 varieties minimum)
2. Minimum sizes of plant materials used within all landscape development shall be:
 - a) Shade trees - 4' caliper
 - b) Conifers - 10'0" height
 - c) Ornamental trees - 8'-0" height
 - d) Shrubs - 5 gal.
 - e) Vines - 5 gal.

3. The following plant materials shall be the approved palette for use within the Renaissance project. Should such materials and/or sizes become generally unavailable the Board shall have the right to designate and substitute appropriate plant materials.

a) Shade Trees

- Pistachio Chinensis
- Ash (Summit, Modesta, Green)
- Cottonwood (Valley, Mountain)
- London Plane
- Weeping Willow
- Globe Willow
- Honey Locust (Moraine)
- Russian Olive
- Desert Willow
- Ginko

Sweetgum
Cedar Elm
Red Oak
Burr Oak

b) Ornamental Trees

American Birch
Golden Rain Tree
Purple Plum
Red Bud
Washington Hawthorne
Crabapple
Leyland Cypress
Japanese Maple (Full shade only)
Forestiera
Flowering Cherry
Bradford Pear

c) Conifers

Ponderosa Pine
Austrian Pine
Blue Spruce

d) Shrubs

Indian Hawthorne
Dwarf Mahonia
Cotoneaster parneyi
Forsythia
Nandina
Red Stemmed Dogwood
Elaeagnus ebbengii
Barberry

e) Vines

Boston Ivy
English Ivy
Wisteria

- f) Grasses
- Kentucky Blue

H. SPECIAL CONDITIONS:

1. Use of wooden railroad ties is prohibited.
2. If utilized, Ryerson 1/8" steel edging or equal shall be used for plant bed edging.
3. The use of rocks and boulders is not permitted as part of the landscape development, but will be reviewed as a "site specific" condition. Review shall consider the following:
 - a) Use for resolution of a special maintenance condition.
 - b) Color and size of materials.
 - c) Design compatibility with project landscape intent.
4. Landscape treatment shall not interfere with sight line requirements at street or drive intersections and shall comply with City of Albuquerque codes and ordinance.
5. Walkways shall be installed as required by the City of Albuquerque Sidewalk Ordinance. The preferred design and alignment is curvilinear and shall be coordinated with the appropriate City agency. All walks adjacent to streets shall be a broom finish concrete. Walkways as required by the city shall not be constructed within detention structures. Walkways are permitted within landscape setbacks and street right of way. Walkways will be required, not only to connect buildings with their adjacent parking areas, but to provide pedestrian connections among difference locations within the Renaissance site. Landscaping, flower gardens, sitting walls and benches, tree groves, fountains and ponds, and sculpture shall be encouraged as methods of making the pedestrian environment as pleasant as possible.
6. Berming if utilized within a project must:
 - a) be solid sodded
 - b) Grass slopes shall not exceed 3:1 with 4:1 transition slopes for a distance of 4'-0" horizontally at the toe and top of slope.
 - c) be approved "on site" as well as during plan approval phase
 - d) vary in height and be contoured for a natural appearance

e) be "tear drop" in form with ends overlapping with adjacent berms with a minimum height of overlap 2'-0"

f) Reference Exhibit 3

7. Entry Paving and Landscape features

a) All vehicular entries to each lot shall contain special paving.

1. Pattern shall be as approved by the board.

2. Material shall be the same material as used in common area development or as approved by the Board.

3. Shall be bordered by 18" brushed concrete band and/or integral curb and gutter

4. Shall cover the area between back of curb line and landscape setback line

5. Reference Exhibit 4

b) One major entry per street frontage shall be provided and included a 6'-0" back to back of curb entry island extending from 5'-0" from back of curb to the back line of the landscape setback.

1. Provide a specimen 6" caliper shade tree

2. Ground mounted signage is permitted within the island

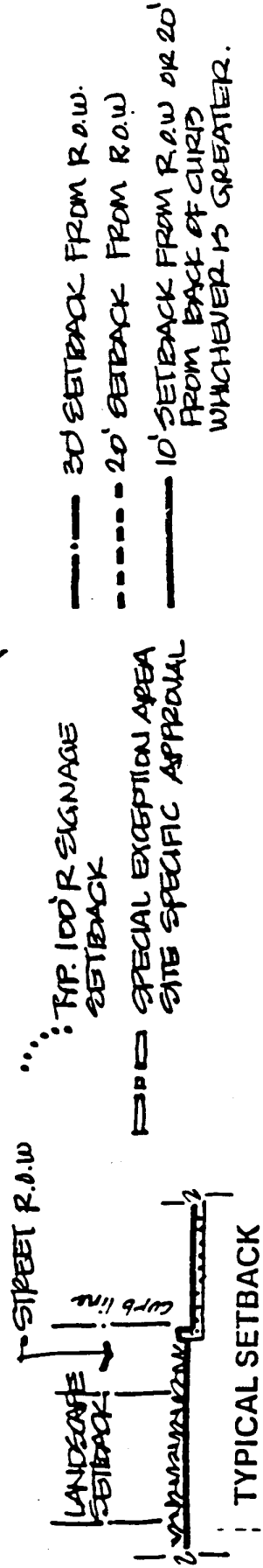
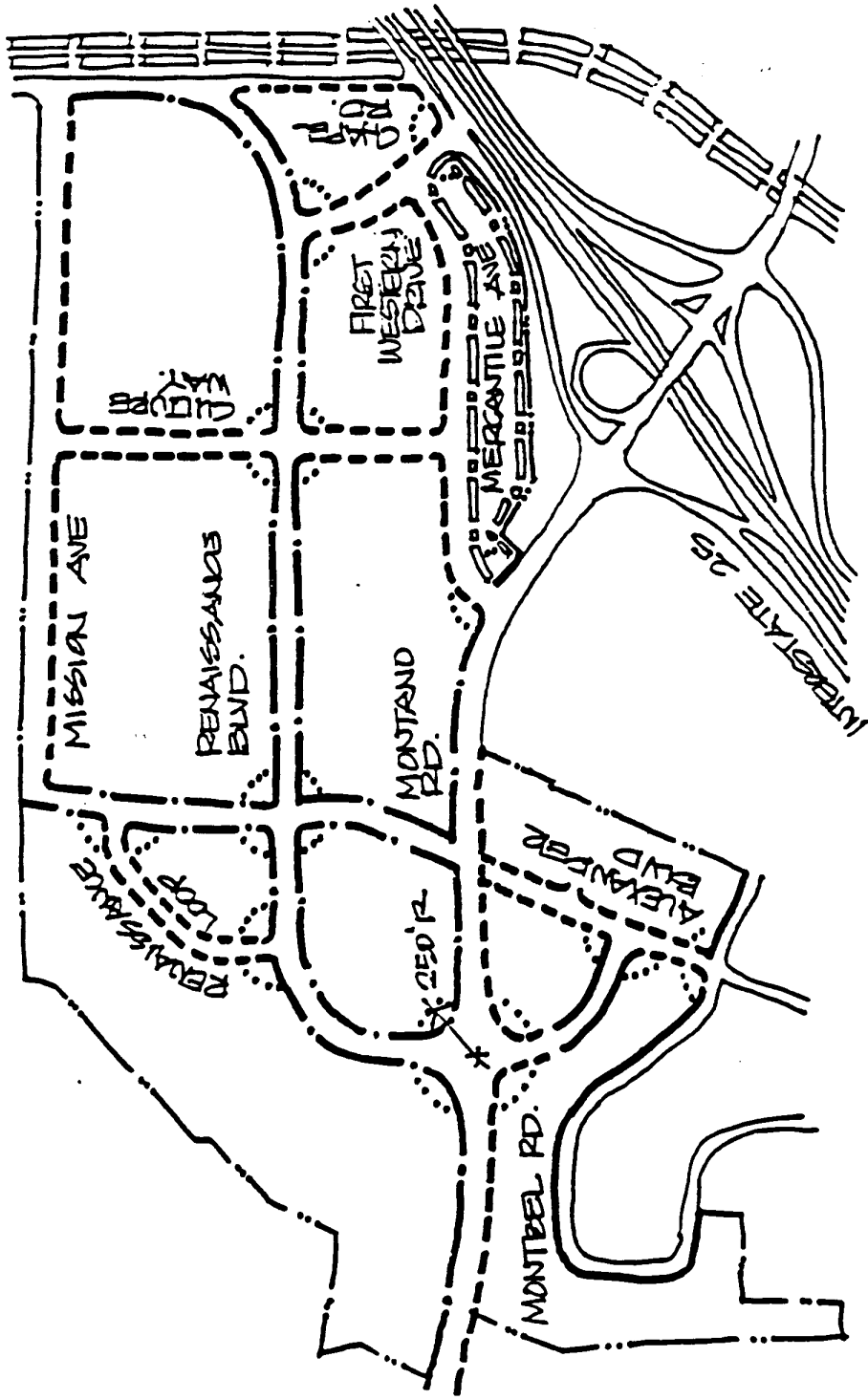
3. Provide required special paving per entry paving requirements.

4. Reference Exhibit 5

c) In R.3 residential areas, one major entry per lot shall be further defined through the use of berms and or entry walls to strengthen the residential character of the property. Reference Exhibit 6.

8. Community Landscape Areas shall be maintained by the Association. Permanent and Interim Landscape Areas shall be maintained by the lot owner. See Exhibit 7.

9. The use of Seasonal Color is encouraged, but will require approval as to variety when planted within the street frontage landscape setback.



LANDSCAPE SETBACKS

Exhibit 1

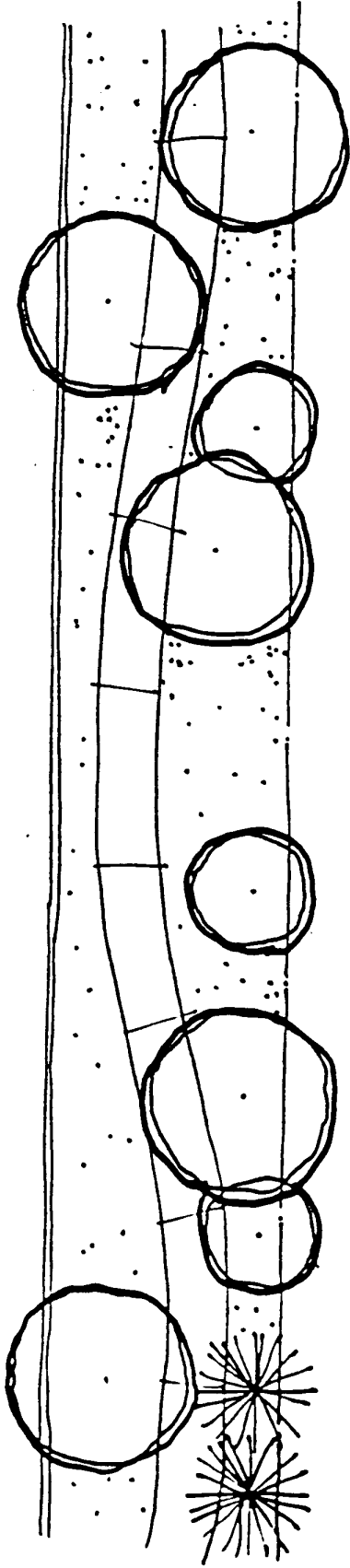
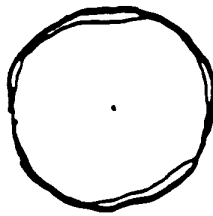
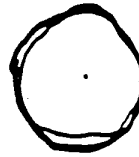


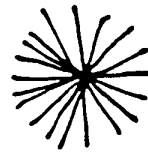
ILLUSTRATION OF NATURAL PLANTING CONCEPT PER RESTRICTIVE COVENANT REQUIREMENTS



50% SHADE TREES



40% ORNAMENTAL



10% CONIFERS.

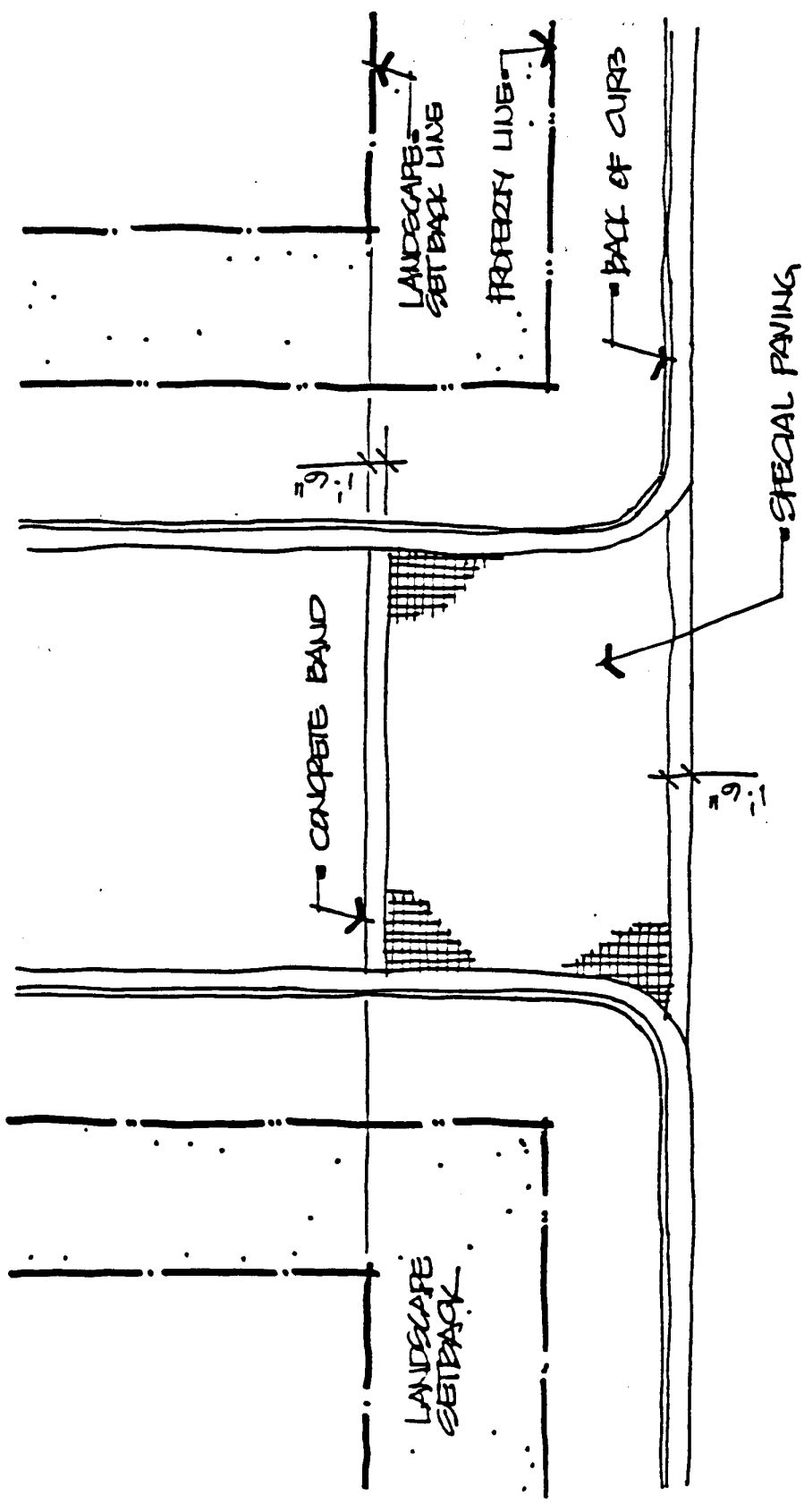
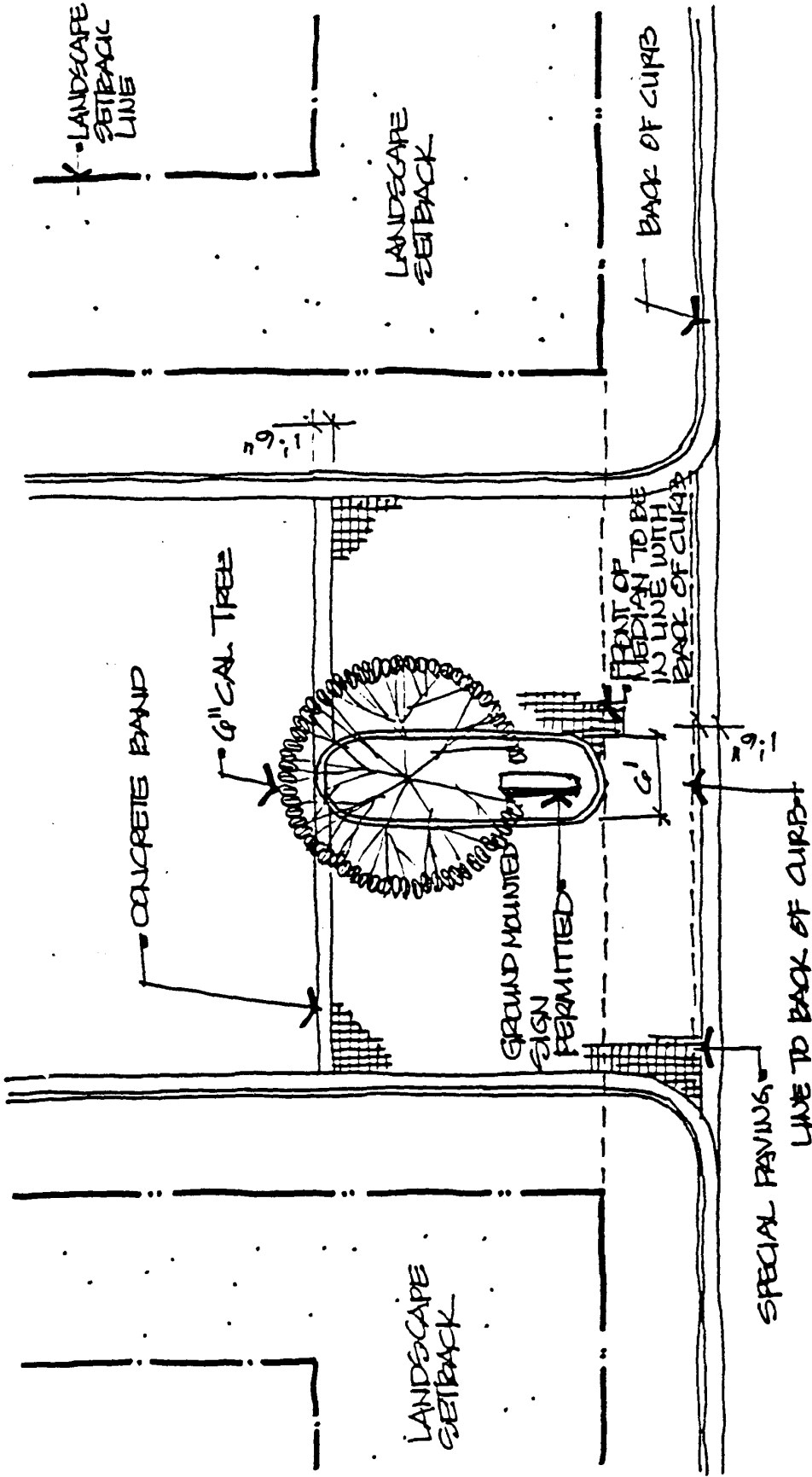
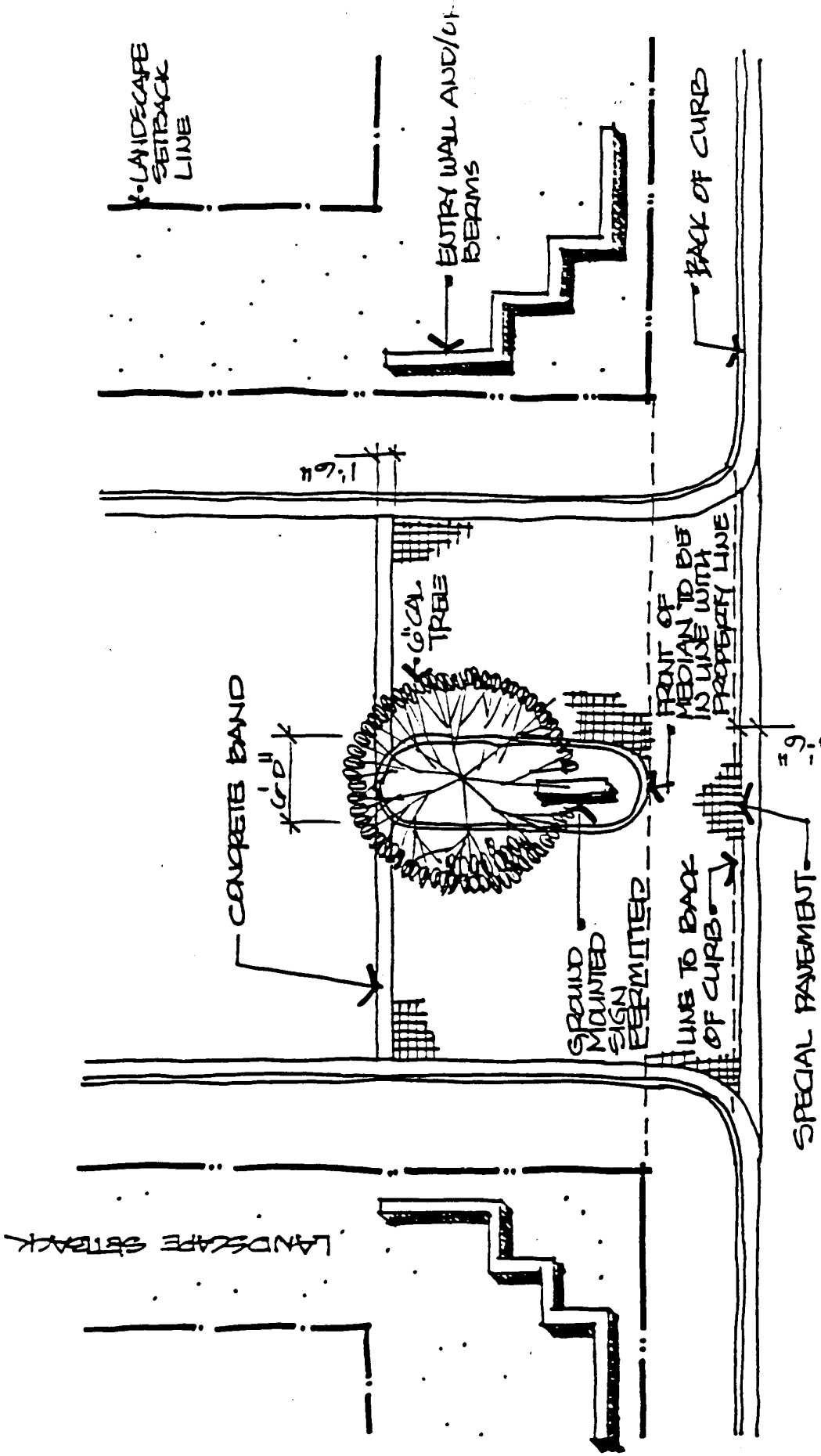


Exhibit 4

TYPICAL ENTRY REQUIREMENTS

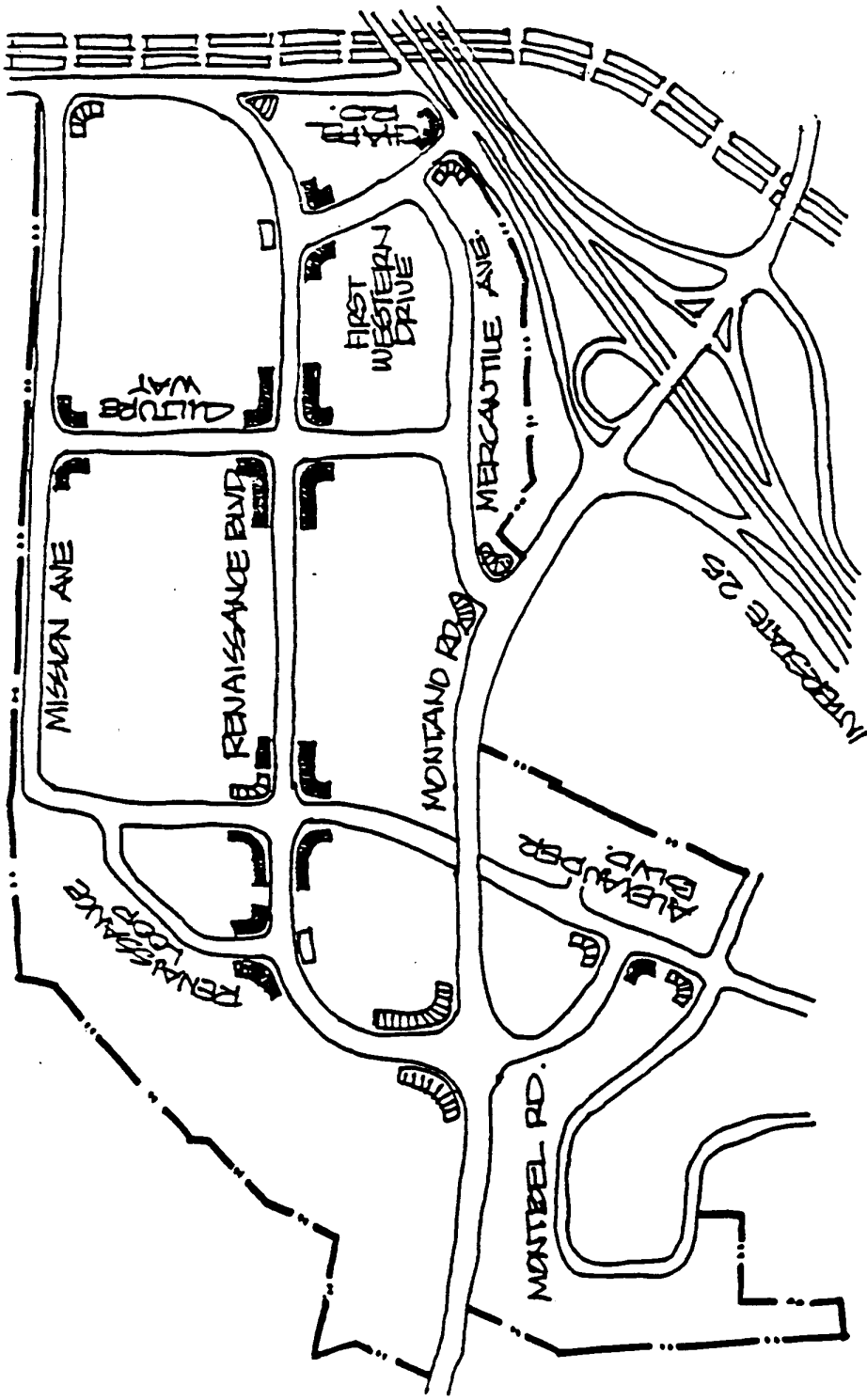





MAJOR ENTRY REQUIREMENTS



ENTRY REQUIREMENTS
FOR R-3 RESIDENTIAL ENTRY

Exhibit 6



-  PERMANENT LANDSCAPE
-  COMMUNITY AREA LANDSCAPE
-  INTERIM LANDSCAPE

LANDSCAPE AREAS

Ext 5jt 7

CONSTRUCTION REGULATIONS

The following is a list of construction guidelines for future development on the Renaissance property. For the purpose of brevity and clarity, certain words and terms used in these guidelines are defined as follows:

Owner: Guaranty Service Corporation, until such time that ownership is turned over to the Renaissance Property Owner's Association, Inc. (hereafter referred to as the Association) and its board of directors pursuant to the Renaissance Master Declaration.

Project Manager: An agent hired by the Board to act as the Association's agent in all activities specifically authorized by the Board.

1) Warranty

The bidder understands that a special warranty for any future work on existing utilities will be in effect for a period of three (3) years from acceptance of the project by the City of Albuquerque.

The warranty will be in the form of a bond provided to the Association. The warranty will be provided to cover any defect of workmanship and material that has been provided by the contractor where existing utilities are directly involved.

2) Safety

The bidder will provide the Association with a copy of the bidder's safety program and procedures at time of bid. The bidder understands that any accident on the job site with a resulting serious injury or death will be reported promptly to the Association. All Local City, State and Federal safety standards and regulations will be observed at all times.

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. He shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent physical damage to the Association's and the City of Albuquerque's various utilities and neighboring properties, and shall provide the necessary protection to all persons on the site and other persons who may be affected thereby.

3) Insurance

The contractor shall provide Insurance coverage to the limits specified as follows:

B. Employer's Liability Insurance protecting against suits by or on behalf of employees not otherwise covered by statutory worker's compensation and occupational disease.

Minimum Coverage: \$100,000 per accident.

C. Comprehensive General Liability Insurance protecting against claims for bodily injury and property damage including, but not limited to, all of the following coverages;

- (1) premises and operations liability;
- (2) independent Contractor's liability;
- (3) products/completed operations liability;
- (4) blanket contractual liability covering all written agreements; and
- (5) deletion of the explosion, collapse and underground property damage exclusions wherever they appear in the policy.

Minimum Coverage: Public Liability Limits \$500,000 per person/\$500,000 Bodily injury per accident/\$100,000 Property Damage per accident OR \$500,000 Combined Single Limit.

D. Comprehensive Auto Liability Insurance protecting against claims for bodily injury and property damage caused by accident and resulting from the ownership, maintenance, or use of covered automobiles, Non-Owned and Hired Automobile Coverage.

Minimum Coverages: \$250,000 per person/\$500,000 Bodily Injury per accident/\$100,000 Property Damage per accident OR \$500,000 combined Single Limit.

Each subcontractor shall furnish the Association with a Certificate of Insurance indicating at least the minimum requirements outlined above. Each subcontractor shall also cause the Association to be named as Additional Insured on said Certificate of Insurance.

4) Surveying

Contractor shall not disturb permanent survey monuments without consent of his Project Manager and shall notify the Project Manager if monuments are disturbed; contractor must notify Association, and bear the expense of replacing any that may be disturbed without permission. Replacement shall be done only by a registered Engineer and land surveyor approved by the Association.

5) Physical Conditions

The Association will, upon request, furnish to the contractor copies of all boundary surveys, sub-surface tests, and other pertinent reports and material.

6) Unforeseen Physical Conditions

Contractor shall promptly notify the Association and in writing of any subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents. Project Manager will promptly investigate those conditions and advise the Association in writing, if further surveys or sub-surface investigations are necessary. Promptly thereafter, the Association will obtain the necessary additional surveys and tests and provide copies to the project manager and contractor.

7) Damage to Public Works

Contractors shall be responsible for damage to or destruction of public and private property including telephone conduit, telegraph conduit, power conduit, telephone signal cable, television cables, computer cables, traffic signal cables, conduits, and junction boxes, fire alarm circuits, gas mains, gas service connections, sanitary sewer, storm sewer, house or building connections, water mains, water services connections, steam lines, petroleum products pipe lines, storm drains, catch basin lines, including all appurtenances thereto while located below the surface of the ground, including injury or death to person or persons caused by contractor's operations, including blasting and trenching - backfilling - tamping with or without the use of mechanical equipment.

Contractor shall be responsible for structural damage or collapse of any building, house, or structure, including power, telephone, telegraph, fire alarm, street light poles, traffic signal poles, signal heads and control equipment, curb and gutter and sidewalk, on public or private property, and destruction of, or damage to, other public and private property resulting therefrom, including injury or death to person or persons and all caused by contractor's operations in the removal of other buildings, structures, including their supports, trees and utility poles, or by excavating, including blasting, and trenching - backfilling - tamping with or without use of mechanical equipment. Other public or private property as used above shall include lawns, shrubs, flowers, fences, yards and walls.

8) Licenses and Construction Permits

Contractor shall obtain and pay for all construction permits and licenses and shall pay all governmental charges and inspection fees necessary for the execution of the work, which are applicable at the time of his bid.

9) Traffic

The contractor must ensure that all efforts are made to ensure the safety of vehicles utilizing all roadways and provide the necessary warnings to vehicles utilizing the roads of heavy construction traffic. This will include the use of flagmen when required by City, State, and Local regulations and general safety practice.

All construction signing, barricading and channelization shall conform to the latest edition of the New Mexico Manual and Specifications for Uniform System of Traffic Control Devices for Streets and Highways. It shall be the responsibility of the contractor to ensure that all such signing, barricading and channelization is installed, altered or removed as required in this above specification and as approved by the Association.

10) Connecting to Existing Utilities

Throughout the project there are provisions for utility connections. Contractor will make all efforts to use these existing service connections, and under no circumstance shall the contractor connect or attempt to connect an existing utility without the written consent of the Association.

11) Utility Installation

Whenever possible, it is desirable to lay parallel water and sewer lines at least (10) feet apart horizontally and the water line should be at a higher elevation than that in the sewer. In cases where it is not practical to maintain the ten (10) foot separation, the Project Manager after consultation with the Water Resource Department Engineering Division, may allow deviation on a case-by-case basis. Such deviation may allow installation of the sewer line closer to the water line provided the water line is in a separate trench or on an undisturbed earth shelf located on one side of the sewer at an elevation such that the bottom of the waterline is at least eighteen (18) inches from the top of the sewer.

When water and sewer lines cross each other, the waterline shall be at least eighteen (18) inches above the sewer. The crossing shall be arranged so that the sewer joints will be equidistant and as far as possible from their waterline joints.

A request for a water shut-off must be submitted at least three (3) working days prior to the date of the required shut-off. The request shall be submitted prior to 8 a.m. in order to

schedule the work request. Requests after 8 a.m. will be processed on the following day and the three (3) day requirement will commence. Appointment for the shut-off can be made by calling the Water Systems Division, telephone (505) 766-7100, or by coming to the City Yards, 5501 Pino Rd. NE, Building J. The contractor shall complete the REQUEST DATA portion of the water shut-off permit, available from the Water Systems Divisions. The reason for the water shut off shall be stated on the form in a detailed descriptive manner. A sketch is required (separate sheet is necessary) or a copy of construction drawings or a copy of water map.

Emergency problems are exempt from the twenty-four-hour notification requirement.

12) Trespassing

Contractor shall not trespass upon public or private property without permission from the Association and shall at all times take proper precautions to protect public and private property from damage. Means of ingress and egress shall be provided for all persons living and working on streets in which work is being done. All sidewalks, public walkways and drainage gutters drainage ways shall be open, and fire hydrants and water system valves shall be left accessible for use at all time.

13) Specification

All work on the project shall conform to the standards specified in the latest edition of the City of Albuquerque Standard Details.

14) Protection from Equipment

Contractor will be responsible for any damage caused to paved streets or curb and gutter or any other public utility by equipment. Contractor will also take every precaution necessary to protect pavement and curb and gutter from damage caused by track vehicles. This includes building ramps when crossing paved streets and using special loading and unloading procedures involving equipment. Paving and/or curbs may not be cut without prior approval from the Association. Contractor shall be responsible for damage to pavement, curb and gutter.

15) Construction Site Regulations

The Association shall have sole authority to determine allowable locations for construction trailers on the site. The Association shall also be able to determine areas to be used for parking of subcontractors vehicles during the construction period.

16) Construction Signs

No construction signs or site development signs of any sort will be allowed during the construction period unless specifically approved by the Association.