

CONDOMINIUM DECLARATION

FOR

HARDWARE BUSINESS PARK CONDOMINIUMS

Introductory Provisions

A. Dura Bilt Products, Inc., a New Mexico corporation, ("Declarant"), is the owner of certain real property located in Albuquerque, Bernalillo County, New Mexico, as described with further particularity in **Exhibit A** attached hereto and incorporated by reference, together with all easements and rights appurtenant thereto (the "Property").

B. Declarant desires to establish a condominium regime as set forth herein.

NOW, THEREFORE, Declarant makes the following Declaration:

Declaration

1. **Submission of Property.** Declarant, submits the Property to the provisions of Sections 47-7A-1 through 47-7D-20 NMSA 1978, known as the New Mexico Condominium Act, (the "Condominium Act"), and hereby creates a condominium regime to be known as Hardware Business Park Condominiums (the "Condominium").

2. **Name.** The name of the Condominium is to be identified as the Hardware Business Park Condominiums.

3. **Definitions.** The terms used herein shall have the meanings stated in the Condominium Act, unless otherwise defined or unless the context otherwise requires:

3.1 **Articles of Incorporation** means the Articles of Incorporation of the Association, including any amendments thereto.

3.2 **Association** means Hardware Business Park Condominiums Association and its successors.

3.3 **Bylaws** means the Bylaws of the Association, including any amendments thereto, whether or not filed with the New Mexico Public Regulation commission, as from time to time amended.

3.4 **Common Elements** means and includes the items and areas of the Property described in Section 5.1, and shall include the tangible personal property required for the maintenance and operation of the Condominium even though owned by the Association, as well as the items stated in the Condominium Act.



3.5 **Common Expenses** include(a) expenses of administration, insurance, maintenance, operation, repair or replacement of the Common Elements, and of the portions of Units to be maintained by the Association; (b) expenses declared common expenses by provisions of this Declaration or the Bylaws; and (c) any valid charge against the Condominium as a whole.

3.6 **Condominium** means all of the Property as a whole when the context so permits, as well as the meaning stated in the Condominium Act.

3.7 **Declaration** shall mean this Declaration to be recorded with the Bernalillo County Clerk, and may be amended or supplemented from time to time.

3.8 **Limited Common Elements** means and includes those Common Elements which are reserved for the use of a certain Unit or Units to the exclusion of other Units, as described in the Condominium Act and in this Declaration.

3.9 **Singular, plural, gender.** Whenever the context so permits, the use of the plural shall include the singular, the singular the plural, and the use of any gender shall be deemed to include all genders.

3.10. **Unit** means a unit in the Condominium as defined by the Condominium Act, and as set forth herein.

3.11 **Unit Owner** means the owner of a unit.

3.12 **Other Terms** not otherwise defined shall have the meanings specified in Section 47-7A-3 of the Condominium Act.

3.13 **Rules and Regulations** means those rules and regulations adopted by the Board of the Association in regards to the governance, maintenance and conduct of the Condominiums.

4. **Development Plan.**

4.1 **Plat and Unit Information.**

The survey of the Property and plan for construction of the Condominiums showing the location of the building, Units, Common Elements and other improvements and the perimeter of the Property are shown on **Exhibit B**, attached hereto and incorporated by reference, and is sometimes referred to herein as the "Plat". The Plat will be amended to remove the dividing line between lots 2 and 3 of the Property. The total number of Units created in the Condominium is twenty-four (24). A list of all Units, their identifying numbers, locations, sizes (all as shown more fully on the Plat), and the undivided percentage interest of each Unit Owner in the Common Elements and Common Expenses ("Percentage Interest") appurtenant to each unit determined on the basis of area, is attached hereto as **Exhibit C** and incorporated herein by reference. The



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area of each Unit is the total number of square feet contained therein determined by reference to the dimensions shown on the Plat. The Percentage Interest allocated to each Unit is the ratio of the area of the Unit to the area of all Units in the Condominium expressed as a decimal fraction or as a percentage of the whole, as rounded on Exhibit C.

4.2 **Unit Boundaries.** Each Unit consists of the space within the boundaries defined as follows:

a. Upper and Lower (horizontal) Boundaries: The upper and lower boundaries of the unit shall be the following boundaries extended to an intersection with the vertical (parametric) boundaries:

1. Upper Boundary: The horizontal plane of the upper surface of the roof or any equipment installed thereon.

2. Lower Boundary: The horizontal plane of the top surface of the undecorated floor.

b. Vertical (parametric) Boundaries: The vertical boundaries of the Unit shall be the vertical plane which includes to the exterior wall board of the exterior walls and the centerpoint of demising walls between Units bounding the Unit extended to intersections with each other and with the upper and lower boundaries.

4.3 **Relocating Unit Boundaries and Subdivision of Units.** Relocation of boundaries between Units and the subdivision of Units will be permitted subject to compliance with the provisions therefor in the Bylaws and in the Condominium Act.

5. **Common Elements; Use of Units.**

5.1 **Common Elements.** All portions of the Condominium other than the Units are Common Elements. Any portion of a chute, flue, duct, wire, conduit, bearing wall, bearing column or any other fixture which lies partially within and partially outside the designated boundaries of a Unit serving more than one unit or any portion of the Common Elements is a part of the Common Elements. Any portion of any fixtures serving one or more but less than all Units is a Limited Common Element allocated exclusively to such Unit or Units. Any porch or patio, and all roof areas covering all or a portion of same, designed to serve one or more but less than all Units, but located outside the boundaries of the Unit, is a Limited Common Element allocated exclusively to the Unit or Units which it serves. The Common Elements and Limited Common Elements shall only be used for the purposes for which they were intended in the furnishing of services and facilities for the enjoyment of the Units to which they are allocated.

5.2 **Allocation of Certain Limited Common Elements.** The Common Elements portion of the Property includes parking spaces situated on the Property. Declarant reserves the right to assign these parking spaces for the exclusive use of a Unit



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Owner as designated by Declarant or Declarant may allocate such Common Elements as Limited Common Element parking spaces pursuant to the provisions of the Condominium Act by making such allocation in the deed to the Unit to which such Limited Common Element parking space shall be appurtenant, and by confirming such assignment by recording an appropriate amendment to this Declaration or the Plat. In the absence of any such assignment or allocation by Declarant, the Association, by its Board of Directors, shall have the right to make such assignment or allocation.

5.3 Designation of Reserved Common Elements. The Declarant or the Association shall have the power in its discretion to designate from time to time certain Common Elements as "Reserved Common Elements" and grant reserved rights to any or less than all of the Unit Owners and to establish a reasonable charge to such Unit Owners for the use and maintenance thereof. Such designation by the Declarant or the Association shall not be construed as a sale or disposition of the Common Elements.

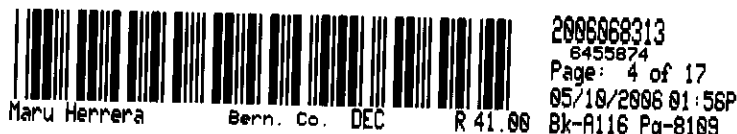
5.4 Occupancy and Use of Units. No Unit shall be used for other than office or warehouse purposes as permitted under this Declaration and under the zoning and other land use laws of the City of Albuquerque, New Mexico. The type and color of all window coverings for the Units shall be determined by Declarant. No nuisances shall be allowed upon the Property, nor any use or practice which interferes with the peaceful possession and proper use of the Property by the Unit Owners. All parts of the Condominium shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate nor any fire hazard allowed to exist. No Unit Owner shall permit any use of such party's Unit or make any use of the Common Elements that will increase the cost of insurance upon the Property.

5.5 Leasing. To the extent permitted under this Declaration and applicable zoning and other land use laws of the City of Albuquerque, Unit Owners may lease entire Units or a portion thereof.

5.6 Rules and Regulations. Reasonable rules and regulations concerning the use of the Property may be made and amended from time to time by the Association in the manner provided by the Articles of Incorporation and Bylaws. Copies of such regulations and amendments shall be furnished by the Association to all Unit Owners.

5.7 Association Membership. Each Unit Owner shall, by virtue of ownership of a Unit, be a member of the Association. Each Unit shall be allocated a percentage vote in the Association equal to its Percentage Interest in the Common Elements and Common Expenses.

5.8 Common Expenses. All Common Expenses of the Condominium shall be assessed against all Units in accordance with the Percentage Interests of each Unit, except a Common Expense caused by misconduct of any Unit Owner or except in the following case. If, in the opinion of Unit Owners representing not less than fifty-one percent (51%) of Percentage Interests, any additions, alterations, or improvements to the Condominium are exclusively or substantially exclusively for the benefit of any Unit



Owner or Unit Owners requesting the same, such Common Expense shall be assessed against such Unit or Units in such proportions as such unit Owners jointly approve or, if unable to agree, in such proportions as may be determined by the Association. Each Unit Owner's share of Common Expenses is sometimes referred to hereinafter as "Proportionate Share". Notwithstanding the above, the Common Expenses related to the Limited Common Elements, the roofs and the heating and air conditioning systems shall be paid solely by the Units benefited thereby.

6. **Easements.** In addition to the easements created by Sections 47-7B-14, 47-7B-16 and 47-7C-7 of the Condominium Act and by plats and documents related to the Property and filed in the real estate records of Bernalillo County, New Mexico, prior to the filing of this Declaration, the following easements are hereby granted:

6.1 **Use for Sales Purposes/Signs.** All Units shall be subject to the statutory right in favor of Declarant provided in Section 47-7E-15 of the Condominium Act. Declarant further reserves the right to maintain on the Property such advertising signs as may comply with applicable governmental regulations, which may be placed in any location on the Property and which may be relocated or removed, all at the sole discretion of Declarant.

6.2 **Easement for Ingress and Egress Through Common Elements and Access to Units.**

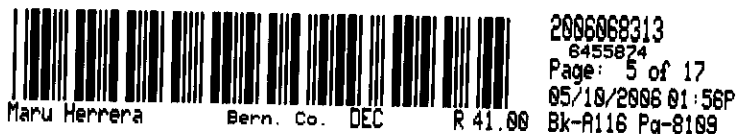
(a) Each Unit Owner is hereby granted a non exclusive easement in common with each other Unit Owner appurtenant to the Unit, for ingress and egress through all Common Elements, subject to such reasonable rules, regulations and restrictions as may be imposed by the Association.

(b) Declarant reserves in favor of Declarant its agents and employees, the Association and other persons authorized by the Association, the right of access to any Unit for maintenance, repair and replacement of the Common Elements. In case of an emergency, such entry shall be immediate whether the Unit Owner is present at the time or not.

(c) Declarant expressly reserves for itself, its agents and employees an easement over, upon or through the Common Elements, and the right of access to any Unit, as may be reasonably necessary, for the purpose of (i) making improvements within the Condominium and/or (ii) exercising any Special Declarant's rights and/or (iii) discharging the Declarant's obligations under this Declaration.

7. **Maintenance, Alteration and Improvements.** Responsibility for the maintenance of the Property and restrictions upon the alteration and improvement thereof, shall be as follows:

7.1 **By Unit Owners.** The responsibility of each Unit owner shall be as follows:



(i) To maintain, repair and replace, at the Unit Owner's expense, all portions of the Unit to a vertical plane within the Unit which includes the centerpoint of the demising walls and including to the exterior wall board of the exterior walls and the exterior surface of the roof system, and any equipment thereon, and, except as modified by Section 7.2., such shall be done without disturbing the rights of other Unit Owners.

(ii) To maintain all appliances and fixtures located in the Unit.

(iii) To maintain, repair and replace the heating and air conditioning systems serving the Unit.

(iv) To maintain, repair and replace any portion of the Unit which is not the responsibility of the Association as set forth in Section 7.2.

(v) To promptly report to the Association any defect or need for repairs, the responsibility for the remedying of which is that of the Association.

7.2 By the Association. The responsibility of the Association shall be as follows:

(i) To maintain, repair, replace and operate Common Elements.

(ii) To maintain, repair and replace all exterior walls of the Condominium.

(iii) To maintain, repair and replace any portion of a water, sewer, phone or gas line, wire, conduit, bearing wall, bearing column or any other fixture which lies outside the outermost surfaces of the exterior walls and the exterior surface of the roof system which serve more than one Unit.

7.3 Alteration and Improvements of Units. A Unit Owner shall not make any alterations in the Unit, or in the portions of the Condominiums which are to be maintained by the Association, or remove any portion thereof, or make any additions thereto, or do anything which would jeopardize the safety or soundness of a Unit or the Common Elements, or impair any easement, without first obtaining approval of the Association in writing for such work. A copy of plans for all such work shall be filed with the Association prior to the starting of the work.



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7.4 **Alteration and Improvement of Common Areas.** After the completion of the improvements included in the Common Elements which are contemplated by this Declaration, there shall be no alteration or further improvement of Common Elements without prior approval in writing of the Association, subject, however, to the Special Declarant Rights described herein.

8. **Assessments.** The making and collection of assessments against Unit Owners for Common Expenses shall be pursuant to the Bylaws and subject to the following provisions:

8.1 **Share of Common Expense.** Each Unit Owner shall be liable for its Proportionate Share of the Common Expenses, and shall share in any common surplus, such shares being the same as the undivided share in the Common Elements appurtenant to the Unit owned by the Unit Owner. Common Expenses shall be assessed and paid as set forth in the Bylaws of the Association.

8.2 **Interest; Application of Payments.** Assessments and installments on such assessments paid on or before fifteen (15) calendar days after the day when due shall not bear interest or a late charge, but all sums not paid on or before fifteen (15) calendar days after the date when due ("Delinquency Date") shall bear a late charge of five percent (5%) of the delinquent amount and interest at the rate of 12% per annum from the Delinquency Date until paid. All payments upon account shall be first applied to late charges, interest and costs of collection and then to the assessment payment first due. The rate of interest and late charge may be increased or decreased from time to time by the Association.

8.3 **Lien for Assessments.** Any assessment remaining unpaid for thirty (30) calendar days after it is due shall automatically become a lien on the Unit to which it is assessed. The lien for unpaid assessments shall also secure reasonable attorneys' fees and expenses incurred by the Association incident to the collection of such assessment or enforcement of such lien. The Association may, without further consent or authorization, record a written notice of such lien. Any such lien may be foreclosed as a mortgage under New Mexico law.

9. **Amendment of Declaration.**

9.1 **Mortgagee Consent.** Other than any amendment of this Declaration by the Declarant under its reserved Special Declarant Rights, no amendment of this Declaration may be made by the Association or the Unit Owners without prior written approval of all holders of first mortgages ("First Mortgagees") encumbering the Unit or Units which are affected by such amendment, where such amendment:

(a) Changes the Percentage Interest or obligations of any Unit for the purpose of (i) levying assessments or charges or allocating the distribution of hazard insurance proceeds or condemnation awards, or (ii) determining the

Percentage Interests of each Unit in the Common Elements and Common Expenses;

(b) Subdivides, partitions or relocates the boundaries of any Unit or the Common Elements or Limited Common Elements;

(c) By act or omission, seeks to abandon or terminate the Condominium;

(d) By act or omission, seeks to abandon, partition, subdivide, encumber, sell, or transfer the Common Elements. (The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements shall not be deemed a transfer within the meaning of this subparagraph);

(e) Uses hazard insurance proceeds for losses to any portion of the Property (whether Units or Common Elements) for other than the repair, replacement, or reconstruction of such portion of the Property;

(f) Imposes any restriction on the right of a Unit Owner to sell or transfer his or her Unit; or

(g) Changes the votes in the Association allocated by this Declaration.

9.2 **Vote of Unit Owners.** Except as otherwise provided or reserved herein, in the Articles of Incorporation, Bylaws or in the Condominium Act, this Declaration may be amended only by a vote of Unit Owners of Units holding at least fifty-one percent (51%) of the Percentage Interests.

9.3 **Declarant Consent.** No amendment to this Declaration which purports to decrease, modify or otherwise limit the Special Declarant Rights hereunder shall be valid unless approved by the Declarant and the written consent of the Declarant is endorsed thereon prior to the recording of such amendment.

10. **Declarant's Right to Lease.** Declarant shall retain title to each Unit not sold to any purchaser. Declarant retains the right to enter into one or more leases or other rental arrangements with others for the rental of Units retained by Declarant and not sold to any purchaser.

10.1 **Unit Owner's Right to Lease.** A Unit Owner may lease the Owner's Unit provided that Association's Board has given written approval to the form, term and provisions of the proposed lease. The proposed lease will require the leasee to comply with all Condominium Documents and failure to do so will be a default under the lease.

11. **Priority of Mortgages.**



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11.1 **Mortgage Priority.** Except as specifically provided in this Declaration, no provision of the Declaration shall be construed to grant to any Unit Owner, or to any other person, any priority over the lien rights of First Mortgagees.

11.2 **Subordination.** Notwithstanding any other provisions of this Declaration to the contrary, the lien of any assessment levied pursuant to this Declaration and the Bylaws upon any Unit (and any penalties, interest on assessments, late charges or the like) shall be subordinate to, and shall in no way affect, the rights of First Mortgagees holding a prior first mortgage made in good faith for value received; provided that such first mortgage secures a loan initially made by an institutional lender; and provided further, that such subordination shall apply only to assessments on a Unit which have become due and payable prior to a sale or transfer of such Unit pursuant to a decree of foreclosure or to any deed or other proceeding in lieu of foreclosure, and any such sale or transfer in foreclosure or in lieu of foreclosure shall not relieve the purchaser of the Unit, including the First mortgagee if it is the purchaser, from liability for any assessment thereafter becoming due, nor from the lien of any such subsequent assessment.

12. **Association.** The operation of the Condominium shall be by the Association, a corporation not for profit under the laws of New Mexico, which shall fulfill its functions pursuant to the Articles of Incorporation and Bylaws and the following provisions:

12.1 **Limitation Upon Liability of Association.** Notwithstanding the duty of the Association to maintain and repair parts of the Property, the Association shall not be liable to Unit owners for injury or damage other than the cost of maintenance and repair, caused by any latent condition of the Property to be maintained and repaired by the Association, or caused by the elements of other Unit Owners or persons.

12.2 **Restraint Upon Separation.**

(a) The Percentage Interest in the Common Elements and/or Limited Common Elements which are appurtenant to a Unit shall not be separated therefrom and shall pass with the title to the Unit whether or not separately described.

(b) The Percentage Interest in the Common Elements or Limited Common Elements appurtenant to a Unit cannot be conveyed or encumbered except together with the Unit.

(c) The Percentage Interest in the Common Elements or Limited Common Elements appurtenant to a Unit shall remain undivided and no action for partition of the Common Elements or Limited Common Elements shall lie.

12.3 **Approval or Disapproval of Matters.** Whenever the decision of a Unit Owner is required upon any matter, whether or not the subject of an



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Association meeting, each decision shall be expressed by the same person who would cast the vote of such owner if in an Association meeting, unless the vote or approval of all record owners is specifically required by this Declaration.

12.4 Powers of Association. The Association shall have all the powers provided for in Section 47-7C-2 of the Condominium Act including but not limited to the right to assign its rights to future income (including the right to receive assessments for Common Expenses) for the purpose of securing repayment of funds borrowed or indebtedness incurred by the Association in the performance of its responsibilities.

12.5 Control of Declarant. Notwithstanding anything to the contrary in this Declaration, the Articles of Incorporation or the Bylaws, Declarant shall designate, remove and replace the Directors of the Association until the earlier of (i) the expiration of the maximum time for Declarant control permitted by Section 47-7C-3 of the Condominium Act, or (ii) thirty (30) days after written notice by Declarant of its voluntary relinquishment of Declarant's rights to appoint and remove officers and directors of the Association.

13. Development Rights/Special Declarant Rights. Declarant hereby expressly reserves the right to add additional Units to the Property in accordance with Section 47-7B-10 of the Condominium Act, without the consent of any Unit Owner or Mortgagee. If Declarant exercises the right to add additional Unit(s) to the Condominium, the percentage interest of each Unit shall be recomputed on the basis of size, as specified in Section 4.1 hereof, and each Unit shall be allocated a percentage vote in the Association as set forth in Section 5.7 hereof. The special Declarant rights described herein apply to the Property. Nothing in the Declaration shall limit, and no Unit Owner of the Association shall do anything to interfere with, the right of Declarant to subdivide or resubdivide any portion of the Property, or to complete improvements on any portion of the Property, or to alter the foregoing or its construction plans and designs (including a decrease in the total number of Units) or to construct such additional improvements, as Declarant deems advisable in the course of development of the Property, including the relocation of or the increase or decrease in designated Common Elements and Limited Common Elements for so long as any Unit in the Condominium or planned or otherwise contemplated by Declarant for the Condominium remains unsold. Such right shall include, but shall not be limited to, the right to install and maintain such structures, displays, signs, billboards, flags and sales offices as may be reasonably necessary for the conduct of its business of completing the work and disposing of the Units by sale, lease or otherwise. Each Unit Owner by accepting a deed to a Unit hereby acknowledges that the activities of Declarant may temporarily or permanently constitute an inconvenience or nuisance to the Unit owner and each Unit Owner hereby consents to such inconvenience or nuisance. This Declaration shall not limit the right of Declarant at any time prior to acquisition of title to a Unit by a purchaser from Declarant to establish upon or within that Unit additional licenses, easements, reservations and rights of way to itself, to utility companies or to others as may from time to time be reasonably necessary to the proper development and disposal of the Property. Declarant may use any Units

owned by Declarant as model complexes or for sales or leasing offices. Declarant need not seek nor obtain Association approval of any improvement or building constructed or placed on any portion of Property by Declarant. The rights of Declarant hereunder may be assigned by Declarant to any successor in interest to any portion of Declarant's interest in any portion of the Property by a written assignment. Declarant shall be entitled to the nonexclusive use of the Common Elements without further cost, for access, ingress, egress, use or enjoyment, to show the Property to its prospective purchasers, lenders or tenants and dispose of the Property as provided herein. Declarant, its successors, assigns and tenants, shall also be entitled to the nonexclusive use of any portions of the Property which comprise drives and walkways for the purpose of ingress, egress and accommodating vehicular and pedestrian traffic to and from the Property. Each Unit Owner grants, by acceptance of the deed to such Unit Owner's Unit, an irrevocable, special power of attorney to Declarant to execute and record all documents and maps necessary to allow Declarant to exercise its rights under the section. Notwithstanding any other provision of this Declaration, the prior written approval of Declarant, as developer of the Property, will be required before any amendment to this section shall be effective. The special rights of Declarant described herein shall be exercised not later than the fifth (5th) year anniversary of the recording of this Declaration in the official records of Bernalillo County, New Mexico.

14. **Insurance.** Insurance covering the Condominium shall be maintained by the Association, as set forth in the Bylaws of the Association. The cost of insurance shall be apportioned among Unit Owners as Common Expenses. The Association shall not be required to insure the contents of any Unit.

14.1 **Owners' Insurance:** The Unit Owners shall purchase and maintain insurance, which insurance shall name the Association as an additional insured.

15. **Prohibition Against Timeshares.** No Unit may be subdivided into timeshares, interval ownerships, use periods or any similar property interest commonly considered to fall within the general conception of timesharing.

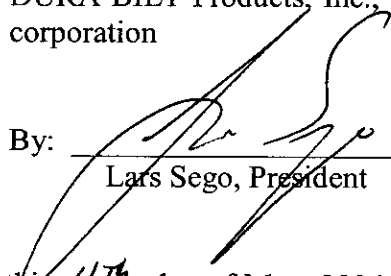


16. **Taxes.** Each Unit comprising the Condominium together with the respective Percentage Interest in the Common Elements appurtenant thereto shall be deemed a separate parcel for the purpose of governmental assessments and taxation.

IN WITNESS WHEREOF, Declarant has executed this Declaration this 4TH day of May, 2006.

DECLARANT:

DURA BILT Products, Inc., a New Mexico corporation

By: 
Lars Segó, President

Subscribed and Sworn to before me this 4TH day of May, 2006, by Lars Segó, President of Dura Bilt Products, Inc., a New Mexico corporation.

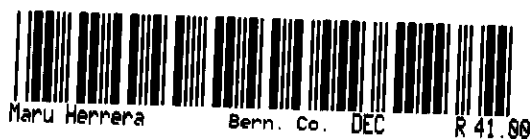

Notary Public

My commission expires:

May 12, 2009



OFFICIAL SEAL
JEAN R. WOODS
NOTARY PUBLIC-STATE OF NEW MEXICO
My commission expires: 05-12-2009



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Legal Description of Property

LOT 2 AND LOT 3 OF BLOCK G OF THE PLAT OF CASHWAY BUILDING MATERIALS, INC., ALLWOODS SUBDIVISION TO THE CITY OF ALBUQUERQUE NEW MEXICO, AS THE SAME IS SHOWN AND DESIGNATED ON THE PLAT THEREOF RECORDED IN THE OFFICE OF THE COUNTY CLERK OF BERNALILLO COUNTY, NEW MEXICO ON AUGUST 21, 1974 IN PLAT BOOK 97C, FOLIO 2.


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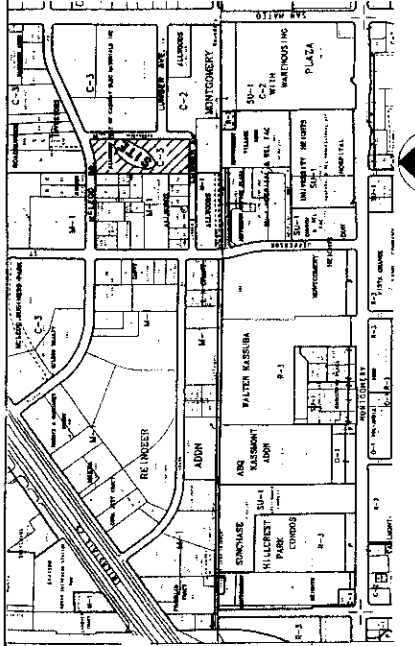
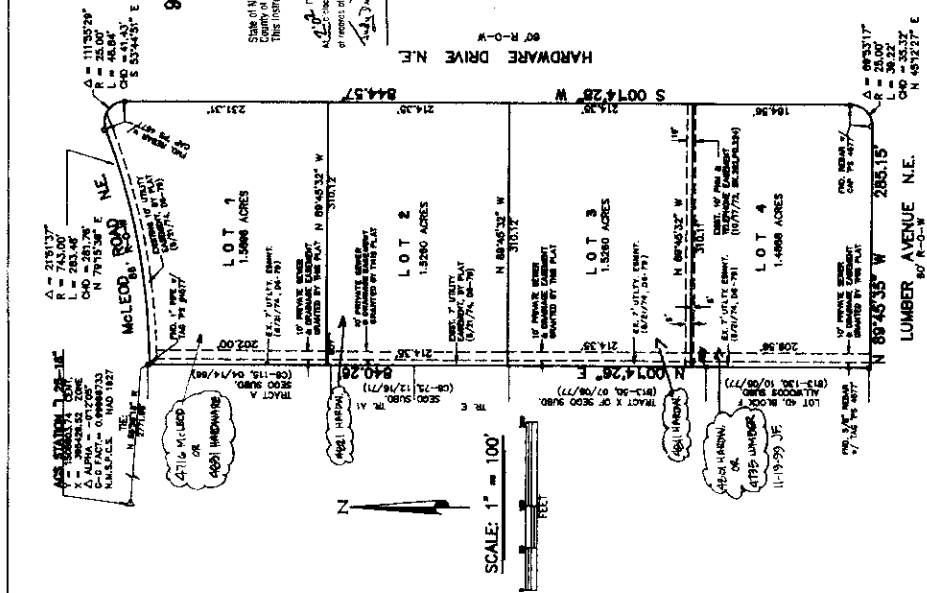
LOTS 1 THROUGH 4, OF BLOCK G
CASHWAY BUILDING MATERIALS, INC.
ALLWOODS SUBDIVISION

CITY OF ALBUQUERQUE
BERNALILLO COUNTY, NEW MEXICO
JULY 1997 ZONE ATLAS F-17

97182663

State of New Mexico 1 SS
County of Bernalillo
This instrument was filed for record at
Albuquerque, New Mexico, on 7/17/97 at 10:51 AM
by [Signature] Clerk & Recorder
of Bernalillo County, New Mexico.

| APPROVALS: | D.R.B. NO.: | DATE |
|-------------|-------------|----------|
| [Signature] | 97-17-210 | 08/08/97 |
| [Signature] | | 10/29/97 |
| [Signature] | | 11-4-97 |
| [Signature] | | 11-4-97 |
| [Signature] | | 11-12-97 |
| [Signature] | | 11-23-97 |
| [Signature] | | 11-13-97 |
| [Signature] | | 12-10/97 |



- NOTES:**
- DISCLOSURE STATEMENT - THIS PLAT DIVIDES BLOCK G INTO FOUR LOTS.
 - TALOS LOG NO. 970728823080.
 - DATE OF SURVEY - JULY 22, 1997.
 - HEREON, BLOCK PROPERTY CORNERS WERE FOUND IN PLACE AS NOTED HEREON. BEARINGS AND DISTANCES WERE SET BY A REBAR AND CAP STAMPED "S 10466".
 - BASES OF BEARINGS IS THE NATION'S TRIANGULAR NETWORK MADE KNOWN TO ME BY THE OWNERS AND/OR PROPRIETORS, UTILITY COMPANIES OR OTHER PARTIES EXPRESSING AN INTEREST ARE SHOWN HEREON.
 - THIS PLAT CREATES AND GRANTS A TEN (10) FOOT PRIVATE SEWER AND PRIVATE DRAINAGE EASEMENT ON AND ACROSS LOTS 1, 2, 3 AND 4. THE MAINTENANCE OF THE PRIVATE SEWER AND PRIVATE DRAINAGE EASEMENT SHALL BE THE RESPONSIBILITY OF THE OWNERS OF SAID EASEMENTS, THEIR SUCCESSORS AND ASSIGNEES, AND/OR COLLECTIVELY.
 - PRIOR TO DEVELOPMENT THROUGHOUT THE CITY OF ALBUQUERQUE WATER AND SANITARY SEWER SERVICES MUST BE PROVIDED AND COORDINATED WITH THE PUBLIC WORKS DEPARTMENT, CITY OF ALBUQUERQUE, OR A REQUEST FOR A WATER AND SANITARY SEWER AVAILABILITY STATEMENT.
 - OWNER: SECO LIMITED PARTNERSHIP
 - SECTION: PROJ. SECT. 35, T.11 N., R.3 E.
 - SUBDIVISION: ALLWOODS SUBDIVISION

Each tract requires a site plan for building permit.

LEGAL DESCRIPTION:
BLOCK G OF THE PLAT OF CASHWAY BUILDING MATERIALS, INC., ALLWOODS SUBDIVISION TO THE CITY OF ALBUQUERQUE, NEW MEXICO, AS THE SAME IS SHOWN AND DESIGNATED ON THE PLAT THEREOF RECORDED IN BOOK 97, PAGE 28, OF THE COUNTY CLERK OF BERNALILLO COUNTY, NEW MEXICO ON AUGUST 21, 1974 IN PLAT BOOK 97C, FOLIO 2.

OWNER'S FREE CONSENT STATEMENT:
THE REPLAT SHOWN HEREON IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNER(S) AND/OR PROPRIETOR(S) THEREOF SAID OWNER(S) AND/OR PROPRIETORS DO HEREBY GRANT THE EASEMENTS SHOWN AND NOTED HEREON. SAID OWNER(S) AND/OR PROPRIETORS DO HEREBY CONSENT TO ALL OF THE FOREGOING AND DO HEREBY CERTIFY THAT THIS PLAT IS DONE AS THEIR FREE ACT AND DEED.

OWNER: SECO LIMITED PARTNERSHIP
WILLIAM A. SECO, MANAGING GENERAL PARTNER
COUNTY OF BERNALILLO 18

ON THIS 4th DAY OF August, 1997, THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY WILLIAM A. SECO, MANAGING GENERAL PARTNER, ON BEHALF OF THE SECO LIMITED PARTNERSHIP.

[Signature]
NOTARY PUBLIC
MY COMMISSION EXPIRES: May 12, 2001

SURVEYOR'S CERTIFICATION:
I, REX J. VOGLER, NEW MEXICO REGISTERED LAND SURVEYOR NO. 10466, CERTIFY THAT THIS PLAT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND MEETS THE MINIMUM REQUIREMENTS FOR ACCURACY AND SURVEYS OF THE ALBUQUERQUE SUBDIVISION ORDINANCE AND FOR LAND SURVEYING IN NEW MEXICO; AND THE SAME IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.



REX J. VOGLER
RIO GRANDE SURVEYING CO., PC
P.O. BOX 7155
ABO, NM 87194
(505) 265-9840



THIS IS TO CERTIFY THAT THE INSTRUMENT WAS FILED FOR RECORD IN THE PUBLIC RECORDS OF BERNALILLO COUNTY, NEW MEXICO, ON 7/17/97 AT 10:51 AM BY [Signature] CLERK & RECORDER OF BERNALILLO COUNTY, NEW MEXICO.

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Page: 14 of 17
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Bern. Co. DEC R 41.00 BX-R116 Pg-8109

Maru Herrera



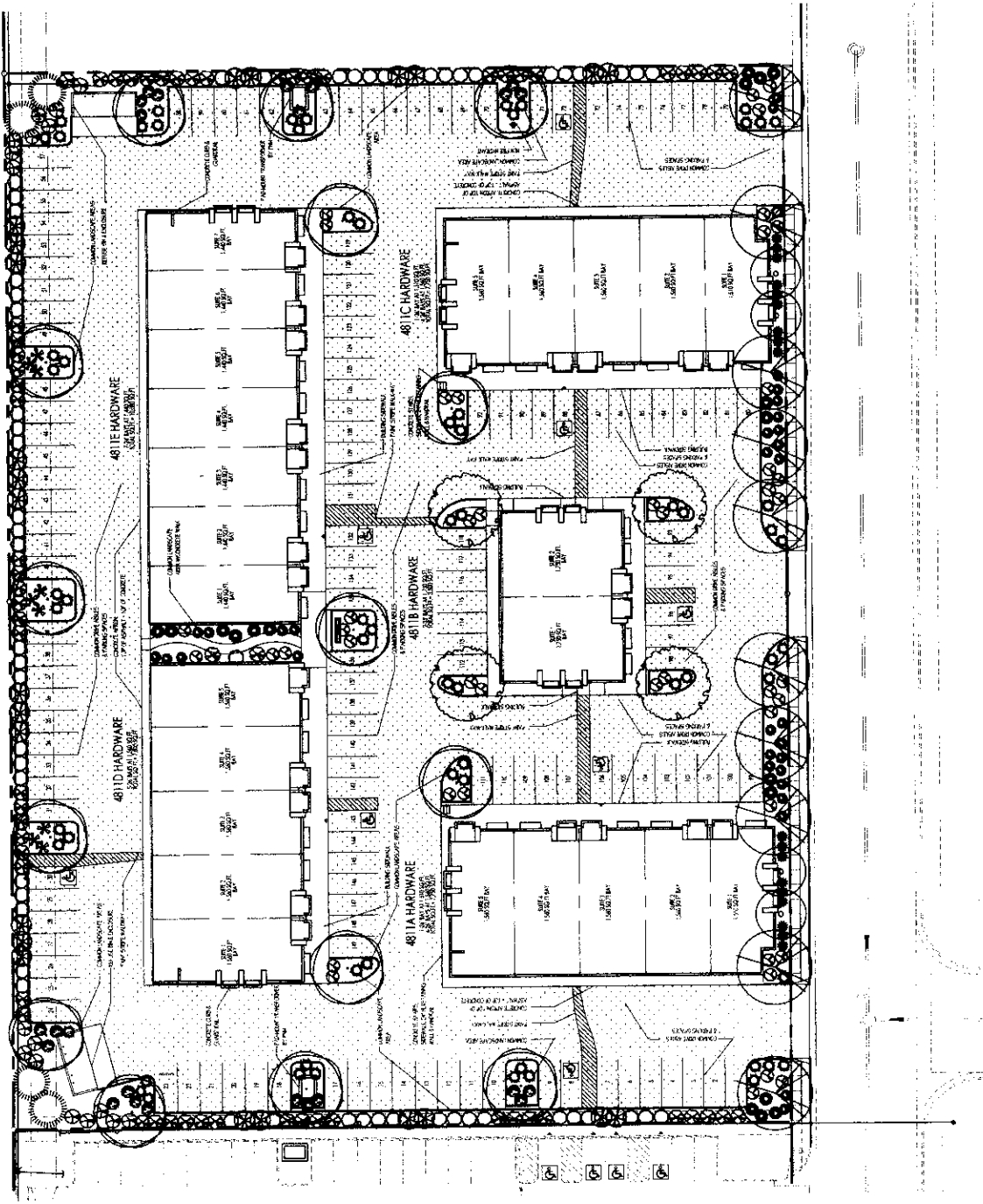
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DATE: 03/05/05
PLOT DATE: 07/05/05
REVISIONS:
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PROPOSED BUILDING
FOR
HARDWARE
BUSINESS PARK
4811A, 4811B, 4811C, 4811D, 4811E
HARDWARE DRIVE NE
ALBUQUERQUE, NEW MEXICO 87109

SITE PLAN

SHEET NO. **C1**
JOB NO. 05-112 OF 57



SITE PLAN
1"=20'-0"

Exhibit C

Unit Information

| <u>Unit Number</u> | <u>Unit Square Footage</u> | <u>Percentage Interest / Proportionate Share</u> |
|--------------------|----------------------------|--|
| 4811 A Ste. 1 | 1,510 | 4.10 |
| 4811 A Ste. 2 | 1,560 | 4.23 |
| 4811 A Ste. 3 | 1,560 | 4.23 |
| 4811 A Ste. 4 | 1,560 | 4.23 |
| 4811 A Ste 5 | 1,560 | 4.23 |
| 4811 B Ste. 1 | 1,750 | 4.72 |
| 4811 B Ste. 2 | 1,750 | 4.72 |
| 4811 C Ste. 1 | 1,510 | 4.10 |
| 4811 C Ste. 2 | 1,560 | 4.23 |
| 4811 C Ste. 3 | 1,560 | 4.23 |
| 4811 C Ste. 4 | 1,560 | 4.23 |
| 4811 C Ste 5 | 1,560 | 4.23 |
| 4811 D Ste. 1 | 1,560 | 4.23 |
| 4811 D Ste. 2 | 1,560 | 4.23 |
| 4811 D Ste. 3 | 1,560 | 4.23 |
| 4811 D Ste. 4 | 1,560 | 4.23 |
| 4811 D Ste 5 | 1,560 | 4.23 |
| 4811 E Ste. 1 | 1,440 | 3.91 |
| 4811 E Ste. 2 | 1,440 | 3.91 |
| 4811 E Ste. 3 | 1,440 | 3.91 |

| | | |
|---------------|--------------|-------------|
| 4811 E Ste. 4 | 1,440 | 3.91 |
| 4811 E Ste. 5 | 1,440 | 3.91 |
| 4811 E Ste. 6 | 1,440 | 3.91 |
| 4811 E Ste. 7 | <u>1,440</u> | <u>3.91</u> |
| | 36,880 | 100.00% |



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