

CONDOMINIUM DECLARATION
FOR
600 8TH STREET CONDOMINIUM
HOMEOWNERS ASSOCIATION, INC.

Introductory Provisions

A. GR REAL INVESTMENTS, LLC, a New Mexico limited liability company, ("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 *et seq.* NMSA 1978, known as the New Mexico Condominium Act (the "Condominium Act"), and hereby creates a condominium regime to be known as the 600 8th Street Condominium (the "Condominium").

2. **Name.** The name of the Condominium is to be identified as the 600 8th Street Condominium.

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 600 8th Street Condominium Homeowners Association, Inc., and its successors.

3.3 **Bylaws** means the Bylaws of the Association, including any amendments thereto, whether or not filed with the Secretary of State, 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.

4. Development Plan.

4.1 Plat and Unit Information.

The survey of the Property 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 total number of Units created in the Condominium is four (4). A list of all Units, their identifying numbers, locations, sizes (all as shown more fully on the Plat), and the undivided interest of each Unit Owner in the Common Elements and Common Expenses ("Allocated Interest") are shown on Exhibit C, attached hereto and incorporated herein by reference. Although there is a minor variance in the sizes of the Units, Declarant has chosen to equalize the Allocated Interests and votes.

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. Lower Floor: The lower floor portion of the Unit consists of the space within the following boundaries:
 - (a) Upper boundary: The horizontal plane of the lower surface of the upper floor/ceiling system including the ceiling board; and
 - (b) Lower boundary: The horizontal plane of the top surface of the undecorated slab.
2. Upper Floor: The upper floor portion of the Unit consists of the space within the following boundaries:
 - (a) Upper Boundary: The horizontal plane of the lower surface of the ceiling truss/joist system; and
 - (b) Lower Boundary: The horizontal plane of the top surface of the undecorated floor.

b. Vertical (parametric) Boundaries: The vertical plane which includes the outermost surface of the exterior walls, but excluding the exterior wall finish, and the center point of demising walls between Units extended to the intersections with each other and with the upper and lower boundaries. The Units shall also include the exterior windows (but not window frames), exterior doors (but not door frames), and exterior window and door hardware.

4.3 Relocating Unit Boundaries and Subdivision of Units. The relocation of boundaries shall only be permitted, if at all, on Units which have limited common elements so designated on the Plat and in compliance with the provisions of this Declaration, the Bylaws and the Condominium Act. No Unit may be further subdivided to create additional Units.

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 lie within a Unit, either entirely or partially, and which serves more than one Unit or any portion of the Common Elements shall be deemed 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, patio, garage and front or rear yard located outside the boundaries of the Unit, is a Limited Common Element allocated exclusively to the Unit or Units which it serves, and shall be so designated on the Plat. The Common Elements and

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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 Occupancy and Use of Units and Common Elements.

(i) No immoral, improper, offensive or unlawful use may be made of the Property and the Unit Owner shall comply with and conform to all applicable laws and regulations. A violating Unit Owner shall hold the Association and other Unit Owners harmless from all fines, penalties, costs and prosecutions for the violation thereof or noncompliance therewith.

(ii) Each Unit Owner shall keep his or her Unit in a good state of preservation and cleanliness. No storage of trash shall be permitted in or outside any Unit in such manner as to permit the spread of fire, odors, seepage, or encouragement of vermin.

(iii) All fixtures and equipment shall be used for the purposes for which they are designed.

(iv) No noxious, offensive, injurious or unsafe activity shall be carried on in any Unit, nor shall anything be done therein either willfully or negligently, which may be or may become an annoyance or nuisance to the other Unit Owners or Occupants. No Unit Owner or Occupant shall make or permit any disturbing noises by himself or herself, his or her family, servants, employees, agents, visitors and licensees, nor do or permit anything to be done by such persons that will interfere with the rights, comforts or convenience of other Unit Owners or Occupants.

(v) No sign, window display or advertising visible from outside the Unit shall be maintained or permitted in any part of the Unit, except with the prior permission of the Association.

(vi) The use of each Unit is restricted to that of a single-family residence and accessory uses as permitted herein. The term "single-family residence" means a single housekeeping unit, operating on a nonprofit, noncommercial basis between its Occupants, cooking and eating with a common kitchen and dining area.

(vii) Nothing shall be altered or constructed in or removed from the Common Elements or Limited Common Element except with the prior written consent of the Association.

(viii) The Common Elements shall be used only for the uses for which each were designed and are reasonably suited incident to the use and occupancy of the Unit.

(ix) No owner shall enter into a lease of his or her Unit without first executing a written lease with the lessee for a term of not less than one (1) year ("Lease"). Such Lease shall require the lessee to comply with the terms and provisions of this Declaration and the Bylaws, and further, provide that the failure of the lessee to so comply constitutes a default under the terms of the Lease. Each Unit Owner shall, promptly following execution of any such Lease, forward a

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conformed copy thereof to the Association. The foregoing provisions of this subsection shall not apply to the Declarant, or to a First Mortgagee in possession of a Unit as a result of a foreclosure or any proceedings in lieu of foreclosure, during the period of such First Mortgagee's possession.

5.3 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.

5.4 Association Membership. Each Unit Owner shall, by virtue of ownership of a Unit, be a member of the Association. The Units shall be allocated votes in the Association based on one (1) vote per Unit.

5.5 Common Expenses. All Common Expenses of the Condominium shall be assessed against all Units in accordance with the Allocated 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 the voting interests in the Association, 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. Notwithstanding the above, the Common Expenses related to the Limited Common Elements shall be paid solely by the Units benefited thereby.

6. Easements. There are created by Sections 47-7B-14, 47-7B-16 and 47-7C-7 of the Condominium Act and by plats and documents certain easements related to the Property.

6.1 Use for Sales Purposes/Signs. All Units shall be subject to the statutory right in favor of Declarant provided in Section 47-7B-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 including to the inner surface of studs on demising walls and to the inner surface of studs on exterior walls, floor coverings, interior walls and the lower surface of the roof/ceiling system, but specifically excluding those portions of the Unit which are the responsibility of the Association, pursuant to Section 7.2. All maintenance, repair or replacement shall be done without disturbing the rights of other Unit Owners.

(ii) To maintain all appliances, fixtures, wall coverings and floor coverings located in the Unit.

(iii) To maintain, repair and replace all interior and exterior doors, and all glass and windows and doors of the Unit. All replacement glass and maintenance, repairs and replacement of exterior doors shall be subject to the approval of the Association.

(iv) To maintain, repair and replace the Limited Common Elements appurtenant to the Unit, including ground mounted HVAC systems, except to the extent said maintenance, repairs or replacement are structural. Further, all maintenance, repairs and replacement of Limited Common Elements, which are visible from the exterior of the Unit shall be subject to the prior approval of the Association.

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

(vi) 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) Except to the extent provided for in Section 7.1 (iv) to maintain, repair, replace and operate Common Elements, including the Limited Common Elements.

(ii) Except as provided for in Section 7.1(i), to maintain, repair and replace the demising walls, exterior walls and structural portions of the floor system between the first and

second floor, foundations, slabs, exterior hardware, exterior wall surfaces, roofs, and exterior wall insulation of the Units.

(iii) To maintain, repair and replace any portion of a chute, flue, duct, wire, conduit or any other fixture within each Unit which serves more than one Unit.

7.3 Alteration and Improvements of Units. Neither a Unit Owner nor the Association shall make any alterations in the portions of a Unit 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 in writing of all Unit Owners impacted by such work and the approval of the Association. A copy of plans for all such work shall be filed with the Association prior to the starting of the work.

7.4 Alteration and Improvement of Common Elements. 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 and assessments for maintenance, repair and replacements to Limited Common Elements and Units by the Association shall be pursuant to the Bylaws and subject to the following provisions:

8.1 Share of Common Expenses. Each Unit Owner shall be liable for its Allocated Interest of the Common Expenses, and shall share in any common surplus pursuant to the Allocated Interest of each Unit. Each Unit Owner shall be liable for its proportionate share of expenses related to Limited Common Elements, together with any other Unit Owners benefitted thereby. Each Unit Owner shall be responsible for all expenses (including those incurred by the Association pursuant to this Declaration and the Bylaws) related to said Owner's Unit.

8.2 Interest; Application of Payments. Assessments and installments on such assessments paid on or before fifteen (15) days after the day when due shall not bear interest or a late charge, but all sums not paid on or before fifteen (15) 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) 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 attorney's 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, file 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 Allocated 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 Allocated 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.

A proposed amendment shall be deemed approved by a First Mortgagee if the First Mortgagee fails to object or consent to a written proposal for an amendment within thirty (30) days after receipt of the written proposal.

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 the Declarant (for the maximum time permitted by Section 47-7C-3 of the Condominium Act) Unit Owners of Units holding at least sixty-seven percent (67%) of the votes in the Association. A proposed amendment shall be deemed approved by a Unit Owner if the Unit Owner fails to:

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- (i) Vote in person or by proxy at a meeting properly called for that purpose;
- (ii) Fails to object or approve a written proposal for an amendment within thirty (30) days after receipt of a written proposal following such meeting.

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.

11. Priority of Mortgages.

11.1 Mortgagee 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 Allocated 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 Allocated 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 Allocated 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 of Disapproval of Matters. Whenever the decision of a Unit Owner is required upon any matter, whether or not the subject of an 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 joinder 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 does not reserve any development rights or special Declarant rights, except as set forth in Sections 6, 10 and 12.5.

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.

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 Allocated 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 ____ day of March, 2016.

DECLARANT:

GR REAL INVESTMENTS, LLC, a New Mexico limited liability company

By: _____

Its: _____

ACKNOWLEDGMENT

STATE OF NEW MEXICO)
COUNTY OF Bernalillo)

This instrument was acknowledged before me on March 7, 2016, by Greg Lobberagt, Manager Member of GR REAL INVESTMENTS, LLC, a New Mexico limited liability company.



MY COMMISSION EXPIRES:

KENNETH A. HUNT

NOTARY PUBLIC - STATE OF NEW MEXICO

Notary Public Filed with Secretary of State

My Commission Expires 7/5/17

NOTARY PUBLIC

Exhibit A

Legal Description of Property

Lot 1, LANDS OF BUCHANON, as the same is shown and designated on the plat entitled, "Subdivision Plat of Lot 1, LANDS OF BUCHANON, Being a Replat of Lots 1 and 2, Block 12 of Burgs Replat, Perfecto Armijo, Projected Section 17, T 10 N, R 3 E, N.M.P.M., Town of Albuquerque Grant, Albuquerque, Bernalillo County, New Mexico" filed in the office of the County Clerk of Bernalillo County, New Mexico, on December 22, 2014, in Plat Book 2014C, page 140 as Document No. 2014101430.

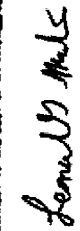
LOT NUMBERED ONE (1) LANDS OF BUCHANAN, WITHIN THE TOWN OF ALBUQUERQUE GRANT, PROJECTED SECTION 17, TOWNSHIP 10 NORTH, RANGE 3 EAST, NMPA, CITY OF ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO, AS THE SAME AND DESIGNATED ON THE PLAY THEREOF FILED IN THE COUNTY CLERK OF BERNALILLO COUNTY, NEW MEXICO ON DECEMBER 24, 2014, IN BOOK 2014C, PAGE 140, CONTAINING 0.1025 AC. MORE OR LESS.

GENERAL NOTES:

1. BASIS OF BEARING IS THE ABOVE DESCRIBED SUBDIVISION.
2. THE PURPOSE OF PLAT IS TO SHOW THE CONDOMINIUM IMPROVEMENTS, UNITS AND COMMON ELEMENTS.
3. C.E. = COMMON ELEMENT (ALL ASPHALT DRIVEWAYS, DRIVE PAVES AND CONCRETE SIDEWALKS TO BE COMMON ELEMENT)
4. L.C.E. = LIMITED COMMON ELEMENT (GARAGES, ENTRY WAYS, PATIOS, BACK YARD)
5. ADDRESS OF PROPERTY: 600 EIGHT (8TH) STREET, N.W., ALBUQUERQUE, NEW MEXICO 87102.
6. OWNER OF RECORD: OR REAL INVESTMENTS, LLC, A NEW MEXICO LIMITED LIABILITY COMPANY.
7. LEGAL DESCRIPTION AND EASEMENTS SHOWN ARE BASED ON THE RECORDED PLAT.
8. PLATS USED TO ESTABLISH BOUNDARY:
A. LOT 1, LANDS OF BUCHANAN
FILED: DECEMBER 22, 2014, BOOK 2014C, PAGE 140.
9. FIELD WORK PERFORMED ON: NOVEMBER, 2015.
10. UNITS 600-A THROUGH 600-D (BEING ALL OF THE UNITS IN THE CONDOMINIUM.
11. UNIT BOUNDARIES ARE DESCRIBED IN THE CONDOMINIUM DECLARATION. GENERALLY, EACH UNIT CONSISTS OF THE SPACE WITHIN ITS FLOORS, CEILING AND EXTERIOR BOUNDARIES. AS FLOORS, SPECIFICALLY DESCRIBED IN THE DECLARATION, ARE CONSIDERED TO BE PART OF THE UNIT. THE UNIT HAS A SEPARATE VERTICAL BOUNDARY. THE VERTICAL BOUNDARIES FOR ADJACENT UNITS ARE AT THE CENTERLINE OF THE WALLS BETWEEN SAID UNITS. ALL PORTIONS OF THE PROPERTY THAT ARE NOT UNITS ARE COMMON ELEMENTS INCLUDING LIMITED COMMON ELEMENTS.

SURVEYORS CERTIFICATE:

I, LEONARD MARTINEZ, A FULLY LICENSED PROFESSIONAL LAND SURVEYOR, UNDER THE LAWS OF THE STATE OF NEW MEXICO, DO HONESTLY CERTIFY THAT THE PLAT HEREIN PREPARED UNDER MY DIRECT SUPERVISION AND KEETS THE REQUIREMENTS OF THE PROFESSIONAL LAND SURVEYING ACT AND THE RULES AND REGULATIONS OF THE BOARD OF LAND SURVEYORS AND ALSO MEETS THE NECESSARY STANDARDS FOR LAND SURVEYS IN THE STATE OF NEW MEXICO. I HAVE BEEN A MEMBER OF THE NEW MEXICO BOARD OF LAND SURVEYORS SINCE 1987 AND HAVE BEEN A MEMBER OF THE NATIONAL BOARD OF PROFESSIONAL LAND SURVEYORS SINCE 1990. I AM A MEMBER OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND IS THE MOST CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.



LEONARD MATHIAS P. S. J. 5800

GRAPHIC SCALE



**SBS CONSTRUCTION
AND ENGINEERING, LLC**

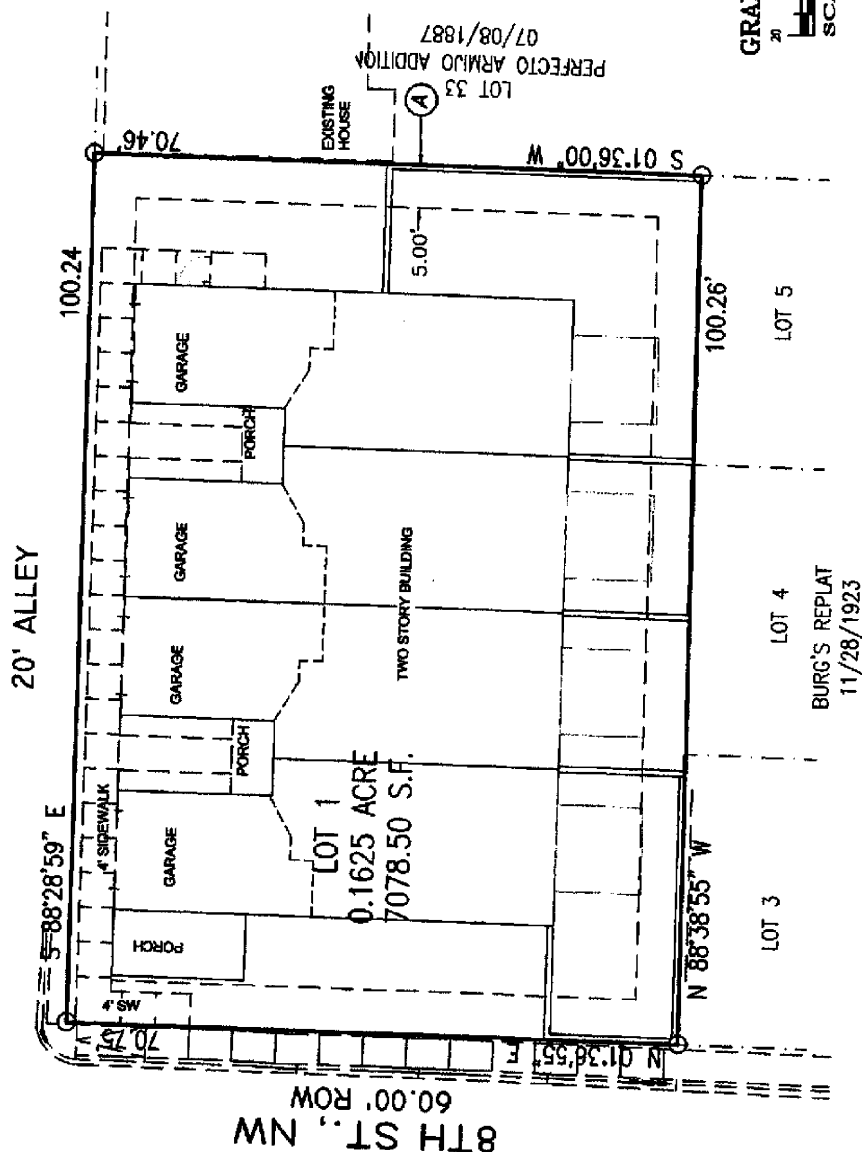
10209 SHOWNLACK CT., NW
ALBUQUERQUE, NEW MEXICO 87114

SHEET 1 OF 6

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ASSESSMENTS NOTES:

A. EXISTING 5.00' P.U.E. EASEMENT, TYP.
FILED: 12/24/2012, IN BOOK 2014C, PAGE 140



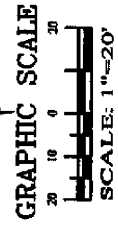
600 8TH STREET CONDOMINIUM PLAT LOCATED ON LOT 1 LANDS OF BUCHANAN

WITHIN THE
TOWN OF ALBUQUERQUE GRANT
PROJECTED SECTION 17, T10N, R3E, NMPM.
CITY OF ALBUQUERQUE
BERNALILLO COUNTY, NEW MEXICO
DECEMBER, 2015

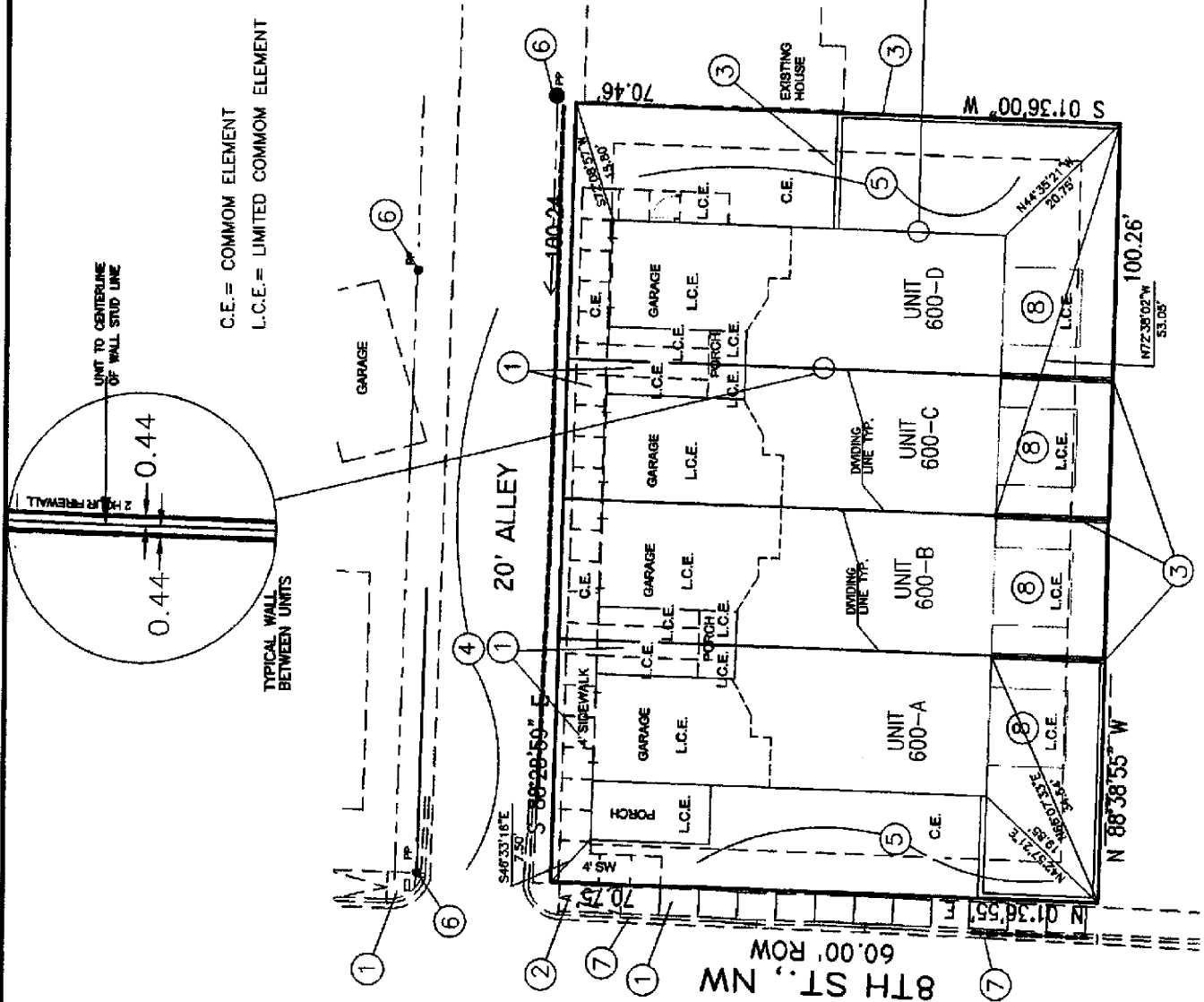
C.E. = COMMON ELEMENT
L.C.E. = LIMITED COMMON ELEMENT

NOTES:

1. EXIST. 4' CONCRETE SIDEWALK TYP., COMMON ELEMENT
2. ACCESSIBLE SIDEWALK RAMP.
3. EXISTING BLOCK WALL, TYP., COMMON ELEMENT
4. EXISTING ASPHALT PAVING AREA.
5. PONDING AREA., COMMON ELEMENT
6. EXISTING POWER POLE, TYP.
7. EXISTING CURB AND GUTTER.
8. CONCRETE PATIO, LIMITED COMMON ELEMENT

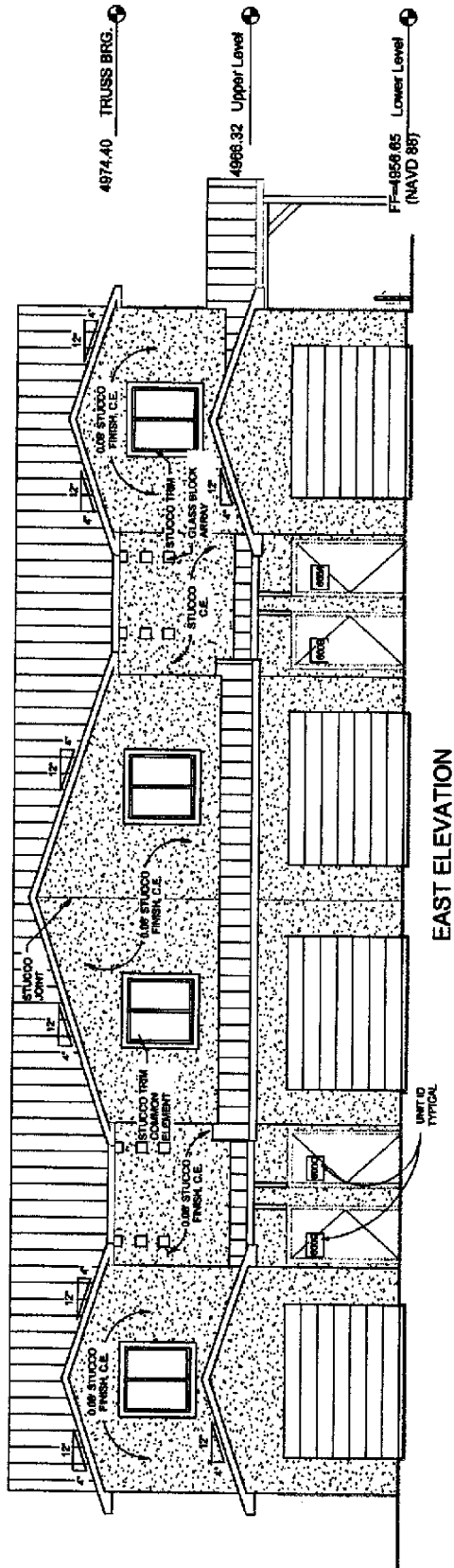


SBS CONSTRUCTION
AND ENGINEERING, LLC
1800 SHAWBLADE CT., NW
ALBUQUERQUE, NEW MEXICO 87114
(505) 263-5853



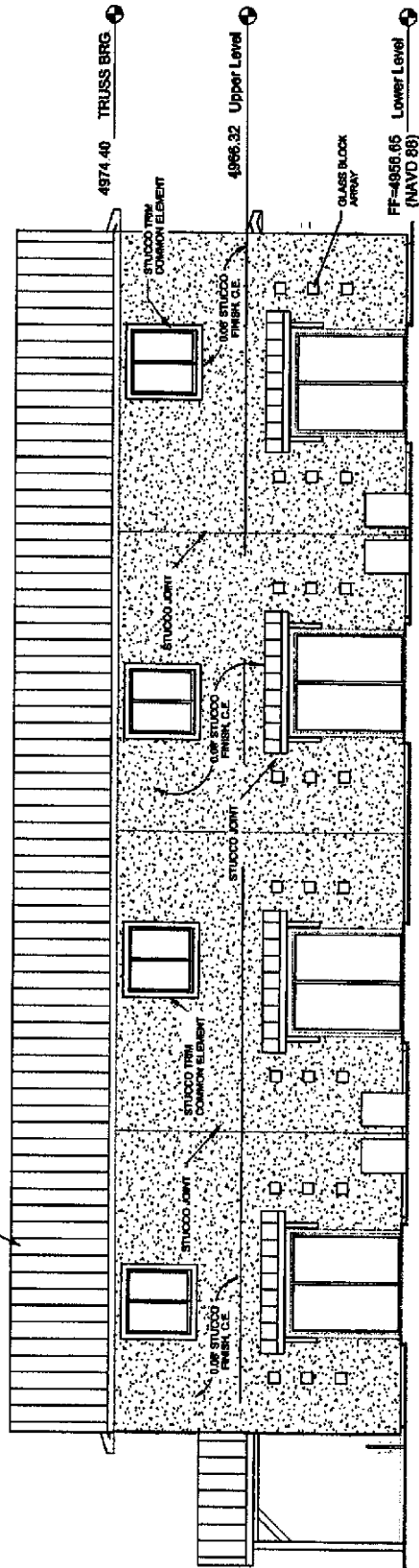
600 8TH STREET CONDOMINIUM PLAT
LOCATED ON LOT 1
LANDS OF BUCHANAN

C.E.= COMMON ELEMENT
L.C.E.= LIMITED COMMON ELEMENT



EAST ELEVATION

PROPOSED ROOFING PANELS REFLECTIVE
ROOF OVERLAYS SHALL BE ENERGY STAR
QUALIFIED OR SHALL HAVE AN INITIAL SOLAR
REFLECTANCE INDEX (SRI) OF 75 OR HIGHER
AS DETERMINED BY THE LOCAL ROOFING
COUNCIL, COMMON ELEMENT



WEST ELEVATION

SCALE: NTS

SBS CONSTRUCTION
AND ENGINEERING, LLC

1600 BOWTIE LANE, CT, NY
ALBANY, NY 12207-1114
(518) 486-1111

SOUTH ELEVATION

PROPELLER ROOFING PANELS.
REFLECTIVE ROOF COVERINGS SHALL BE
ENERGY STAR QUALIFIED OR SHALL
HAVE AN INITIAL SOLAR REFLECTANCE OF
0.25 OR GREATER AS DETERMINED BY THE
COAST GUARD MARINE COUNCIL.

12°

13°

STUCCO JOINT

100% STUCCO
FINISH C/E

ELECTRICAL MULTI
METERING COMMON
ELEMENT

17°

PROPELLER FRAME
PROJECTING PORCH
NO BRACES
COMMON ELEMENT

4974.40

TRUSS BRG.

4986.32

Upper Level

Lower Level

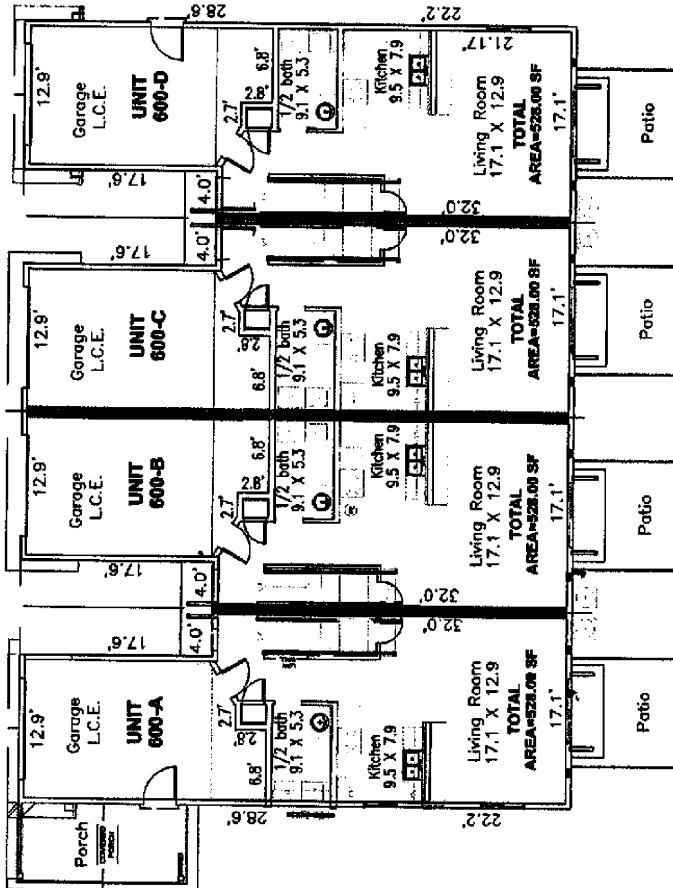
FF-4956.65
(NAVD 88)

NORTH ELEVATION

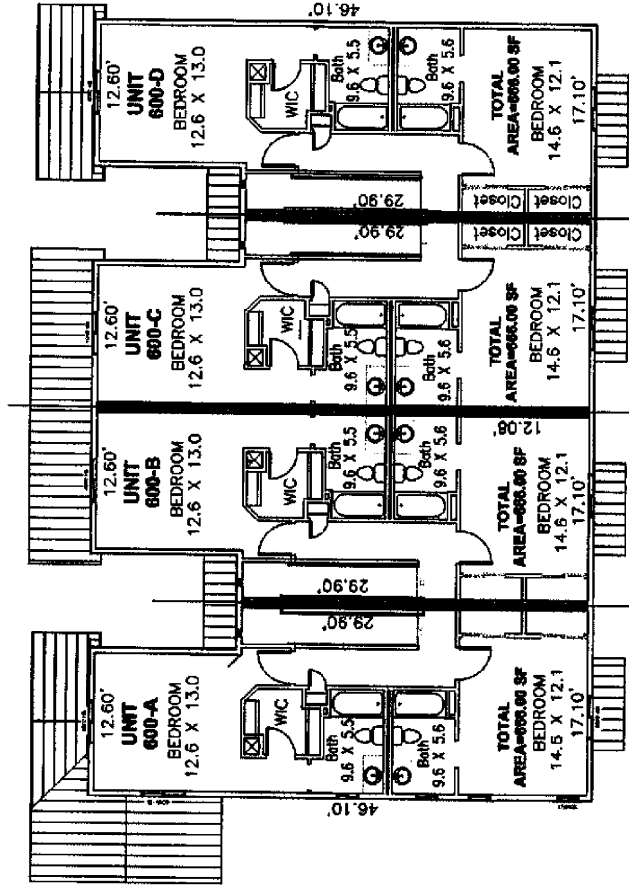
SCALE: NTS

SABBI 4 UP 6

600 8TH STREET CONDOMINIUM PLAT
LOCATED ON LOT 1
LANDS OF BUCHANAN



FIRST FLOOR SQUARE FOOTAGE



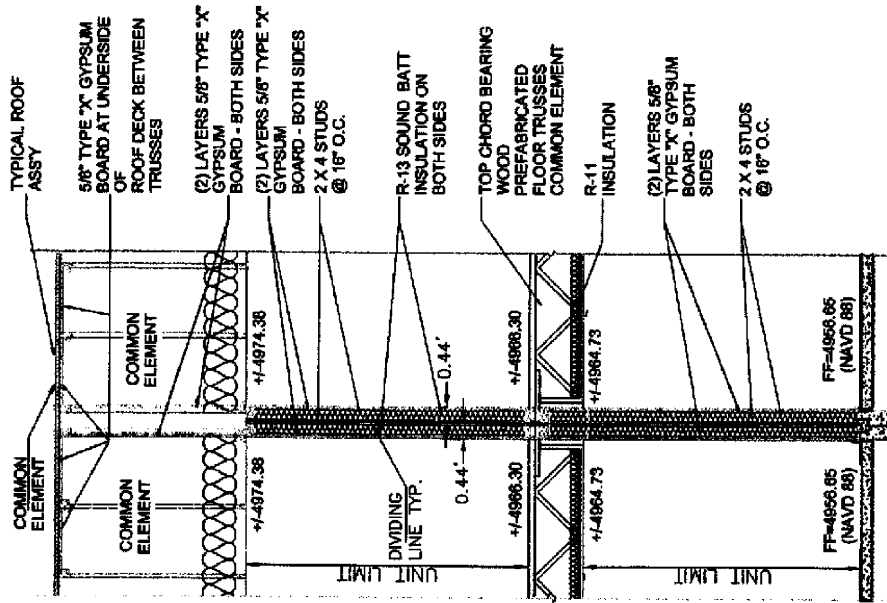
SECOND FLOOR SQUARE FOOTAGE

TOTAL SQUARE FOOTAGE				
	UNIT 600-A	UNIT 600-B	UNIT 600-C	UNIT 600-D
FIRST FLOOR AREA	528.00	528.00	528.00	528.00
SECOND FLOOR AREA	666.00	666.00	666.00	666.00
TOTAL AREA	1194.00	1194.00	1194.00	1194.00

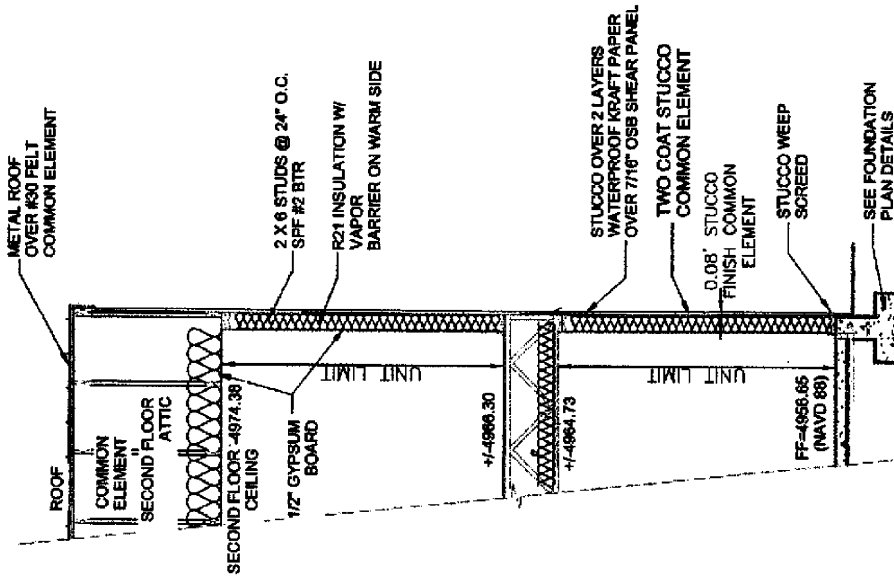
SCALE: NTS

SBS CONSTRUCTION
AND ENGINEERING, LLC
1000 KENNESAW BLVD., NW
ALBUQUERQUE, NM 87104
(505) 262-1111

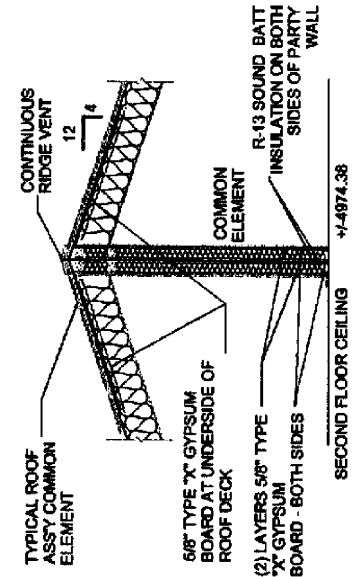
600 8TH STREET CONDOMINIUM PLAT
LOCATED ON LOT 1
LANDS OF BUCHANAN



CENTER WALL CROSS SECTION



SIDE WALL CROSS SECTION



ROOF CROSS SECTION

SCALE: NTS

SBS CONSTRUCTION
AND ENGINEERING, LLC
1008 SHORELASE CT., NW
ALBUQUERQUE, NM 87104
(505) 262-5800

Exhibit C

Unit Information

<u>Unit Designation</u>	<u>Unit Square Footage</u>	<u>Allocated Interest</u>	<u>Votes in Association</u>
A	1194	25%	1
B	1194	25%	1
C	1194	25%	1
D	<u>1194</u>	<u>25%</u>	<u>1</u>
Totals	4776	100%	4