

COVENANTS AND RESTRICTIONS

STUDIOS AT PARKWAY CONDOMINIUM OWNERS' ASSOCIATION, INC.

ANOVA LLC, a New Mexico limited liability company (hereafter called "Developer") hereby adopts the following Studios at Parkway Condominium Owners' Association Inc. Covenants and Restrictions (hereafter called "C&Rs") related to those units and parcels of real property described in Exhibit A and described collectively as the STUDIOS at PARKWAY CONDOMINIUMS. The real property is in Santa Fe County, New Mexico. ANOVA LLC is the owner of the real property and therefore the holder of 100% of the voting membership of the STUDIOS at PARKWAY CONDOMINIUM OWNERS' ASSOCIATION INC., a New Mexico non-profit corporation. ANOVA LLC may therefore adopt these C&Rs, subject to law and any later adopted amendments approved subject to Article XI herein.

ARTICLE I DEFINITIONS

The following terms when used in these C&Rs and in any amended covenant or restriction shall have the following meanings:

1.1 Association. "Association" shall mean the Studios at Parkway Condominium Owners Association Inc., a non-profit corporation organized and existing under the laws of New Mexico.

1.2 Covenant. "Covenant" shall mean that agreement between the Association and all Members to do, or refrain from doing some act.

1.3 Restriction. "Restriction" shall mean a condition that confines activity within limits such as space, choice or quantity.

1.4 Owner. "Owner" shall mean and refer to the record owner, whether one or more persons or entities own the fee simple title in a condominium.

1.5 Member. "Member" shall mean a member of the Association as defined in Article III below.

1.6 Limited Common Element. "Limited Common Element" shall mean a portion of the common elements allocated for the exclusive use of one or more, but fewer than all of the units.

1.7 Board of Directors. "Board of Directors" shall mean the Board of Directors of the Association and shall also mean the "Executive Board" as that term is used in the New Mexico Condominium Act.

ARTICLE II

REAL PROPERTY SUBJECT TO THE COVENANTS AND RESTRICTIONS

The real property described in Exhibits A and B are, and shall be owned, improved, transferred, sold, conveyed, used, maintained, and occupied subject to the C&Rs.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

3.1 Membership. Every owner shall be a Member of the Association, provided that an owner who sells a unit or units pursuant to a real estate contract recorded in the records of Santa Fe County shall assign membership rights in the Association to the purchaser of such unit or units under such contract. Such assignment shall not become effective as to the Association and its Members unless and until it is embodied in a writing that includes a true copy of such recorded contract signed by the owner and filed with the Secretary of the Association.

3.2 Voting Rights. The Association shall have one class of voting membership. Members shall be entitled to one vote for each unit in which they hold the record ownership interest or as to which they hold an effective assignment of membership rights pursuant to Paragraph 3.1 above. When any person or entity holds such ownership interest in a unit or membership rights applicable to a unit jointly or in other associative relationship, with any other person(s) or entity(ies), the voting rights for such unit shall be exercised as they determine among themselves; and in no event shall more than one vote be cast with respect to any unit.

ARTICLE IV

MEMBERS OBLIGATION TO OBTAIN AND KEEP CURRENT INSURANCE

Members shall obtain and keep current insurance coverage for business and/or personal property loss. A Certificate of Insurance shall be made available to the Association upon request. The Association shall be named as 'additional insured' on each such policy.

ARTICLE V

COVENANTS FOR ASSESSMENTS

5.1 Members' Obligations to Pay Assessments: Liens of Assessments. ANOVA LLC and its grantees, successors and assigns, covenant and agree, and each Member of the Association by acceptance of the deed(s) to the unit(s) owned shall be deemed to covenant and agree to pay to the Association the following Assessments and/or other charges assessed and levied by the Association (hereafter referred to as "Assessment"):

- A. Annual Assessments made pursuant to Paragraph 5.3 hereof
- B. Special Assessments made pursuant to Paragraph 5.4 hereof.

Assessments shall be fixed, established, made, levied and collected as hereinafter provided for in this Article.

Each Assessment shall be assessed and levied as to all units and in an equal amount as to each unit. The due date for payment by the Members of each Assessment shall be as specified by the Board of Directors, but in no event shall be earlier than 15 days from the date of the Board's written notice and levy of such Assessment to the Members (the date of which notice shall be deemed to be the date on which such Assessment was made).

Until paid in full to the Association, each Assessment to a unit, together with such interest as may accrue thereon and costs of collection thereof, shall be the personal obligation(s) of the person(s) or entity(ies) who was or were the Owner of such unit at the time such Assessment was made. The Association in any manner permitted by New Mexico law may foreclose such lien.

5.2 Purposes of Assessments. Assessments collected by the Association shall be used to defray the following costs and expenses:

- A. Operating costs and expenses of the Association, including without limitation, its operating costs and expenses in connection with its enforcement of the C&Rs and in performing the record keeping and other duties described in Paragraph 5.7 hereof;
- B. Premiums for property, liability, director and officer insurance which the Association shall carry and maintain with respect to the performance of its duties hereunder; and
- C. Any other costs and expenses required or incurred or expended by the Association under any provisions of the C&Rs, its Articles of Incorporation, or its Bylaws.

5.3 Basis and Maximum Amount of Annual Assessments. Commencing in the year 2024, the Association may make Annual Assessments. The Board of Directors may fix an Annual Assessment for any particular year at any time during that year. If the Board of Directors fails to fix an Annual Assessment for a particular year prior to the end of the year, the Annual Assessment for such year shall be deemed fixed by the Board of Directors at the same amount as the next preceding year for which an Annual Assessment was fixed and made. The Board of Directors, after consideration of current and future needs of the Association, may fix the Annual Assessment for any year at a lesser amount than the Annual Assessment for the previous year or years or dispense altogether with an Annual Assessment for any year.

No assessment shall occur on a unit until construction has been substantially completed and the Unit is functionally available for its intended use.

5.4 Special Assessments. In addition to Annual Assessments permitted by Paragraph 5.3, the Board of Directors may fix, make and levy at any time, a Special Assessment for purposes of defraying, in whole or in part, costs and expenses which, in the judgment of the Board of

Directors, cannot be defrayed from and out of the funds which the Association then has on hand and/or the costs and expenses of the Association's enforcement of the C&Rs.

5.5 Change in Basis and Maximum of Assessments. The membership of the Association may revoke or change the amount of any Annual Assessment fixed in accordance with Paragraph 5.3 and may also revoke or change the amount of any Special Assessment fixed in accordance with Paragraph 5.4. No such revocation or change of such an Assessment shall be valid and effective unless the same shall have been adopted by at least two-thirds (2/3) of the votes cast at a meeting of Members duly called and held for such purpose within 30 days after such Assessment has been made or at a second meeting of Members timely held for such purpose as provided in Paragraph 5.6.

5.6 Quorum. At the first meeting of Members duly called and held for the purpose described in Paragraph 5.5, the presence at such meeting of at least 20% of the voting membership shall constitute a quorum. Proxies are not permitted to be used to establish a quorum. If such required quorum is not present at such meeting, a second meeting of Members for such purpose may be called and held within 30 days after the first meeting, and a quorum for purposes of such second meeting shall be present at such meeting of the Members and/or their written proxies (filed with the Secretary of the Association at least five (5) days prior to the date of such second meeting) of at least 15% of the votes of the voting membership of the Association

5.7 Records of the Association Assessments. The Association at its office shall keep a schedule of all units, all Assessments applicable thereto and payments made on such Assessments, which schedule shall be open to inspection by any Member upon reasonable notice to the Association and during its reasonable business hours. Notwithstanding the due date for payment of any Assessments, the Board of Directors, in its discretion, may extend the due date of any Assessment and/or authorize payment thereof on an installment basis provided that such extension and/or installment payment plan is made available to all such Members. Upon demand of any Member, the Association shall promptly furnish such Member with a certificate, signed by an officer of the Association, setting forth the status of unpaid Assessments applicable to the unit(s) and/or confirming that certain Assessments to such unit(s) have been paid.

5.8 Effect of Non-Payment of Assessments. If an Assessment is not paid on or before its due date, then such Assessment shall be delinquent and shall, together with such interest accrued thereon and costs of collection thereof as hereinafter provided, continue to be a lien of the then Owner, heirs, devisees, personal representatives, assigns and successors. Any such unpaid and delinquent Assessment shall bear interest from and after the due date thereof at the rate of 18% per annum until paid; provided that if such annual interest rate shall exceed the limit of any applicable New Mexico usury statute or other law, then such unpaid and delinquent Assessment shall bear interest at the maximum annual interest rate permitted by New Mexico law. Either in an action to foreclose the lien securing payment of such delinquent Assessment or in a separate action, the Association may sue the owner personally obligated for its payment. There shall be added to the indebtedness secured by this lien, all accrued and unpaid interest on such

delinquent Assessment and attorney's fees and related litigation costs incurred by the Association in connection with such action.

5.9 Subordination of Assessment Liens to Mortgages. The lien of an Assessment upon a unit shall be subordinate to the lien(s) of any mortgage or deed of trust placed upon such unit; provided, however, that such lien subordination shall only apply to Assessments which shall have become due and payable prior to sale of the unit pursuant to a court decree of foreclosure, a trustee's sale pursuant to any other deeding, proceeding or transaction in lieu of foreclosure. Any such sale or deeding shall not relieve the unit from any liens thereafter arising as result of any future Assessments.

5.10 Exempt Property. No Assessment shall be made or levied hereunder, and no assessment lien shall arise hereunder, as to any portion of the real property, which has been dedicated to and accepted by any governmental authority, public agency or public utility or public utility use.

ARTICLE VI

LANDSCAPING AND IRRIGATION SYSTEMS

6.1 Landscaping. Every site on which a building has been constructed shall be landscaped according to plans and specifications of the City of Santa Fe and shall be maintained after initial construction, by the Association. All landscaping shall be consistent with plans previously approved by the City of Santa Fe. Landscaping shall be maintained in a sightly and well-kept condition by both owners and the Association.

6.2 Irrigation Systems. After completion of installation of approved landscaping and irrigation system, such irrigation system (including the control box) shall be maintained in good working order and continuous operation by the Association.

6.3 Installation and Maintenance All landscaping shall be installed and maintained by the Association.

ARTICLE VII

EXTERIOR MAINTENANCE AND REPAIR

7.1 Maintenance and Repair. The Association shall ensure that the exteriors and roofs of all buildings, paved areas, lighting fixtures and devices, fences, walls, and signs shall be maintained in good working order and in a condition of good repair.

7.2 Rights of Association for Failure to Perform Required Maintenance and Repair. If any maintenance or repair of a unit is not, in accordance with the C&Rs, properly performed by the owner of the unit or, in the case of a leased unit, by the lessee, the Association may undertake and complete such required maintenance and/or repair, as described herein and at the sole expense of the owner, or in the case of a leased unit, at the sole expense of the owner and lessee.

ARTICLE VIII

ARCHITECTURAL CONTROL AND IMPROVEMENTS

8.1 Site. "Site" shall include the land and building, or buildings erected in conformance with the requirements of the C&Rs.

8.2 Improvements. "Improvements" shall mean and include any proposed change to buildings, parking areas, pedestrian walkways, refuse areas, driveways, fences, walls, free standing and fixed lighting fixtures, poles, signs, landscaping, landscaping irrigation systems and structures of any kind.

8.3 Interior Window Treatment. Window covering shall be neutral in color and texture. Windows shall be kept clear of debris, tapestries, and visible clutter. No signage is permitted in the window unless approved by the Board of Directors and in compliance with the city of Santa Fe.

8.4 Approval of Plans. No improvements shall be permitted until plans and specifications have been submitted to the Board of Directors and approved in writing.

8.5 Signage. Permitted signage:

- A. identifying the name, business and products of the person or firm occupying a unit. Such signs shall be affixed to the designated unit location. Signage for each unit shall be a total area of 4.25 square ft., 20" x 30" and vertically oriented. Each unit is limited to one sign other than units in buildings G and H where a similar size sign (20" x 30" and vertically oriented) may be placed on the back of the unit in the designated location. Signs shall only be of such design, content, illumination, color, material, and placement to blend compatibly with the site and buildings and shall have been approved in writing by the Board of Directors; and
- B. those offering a unit for sale or lease. Signs to advertise the sale or lease of a unit shall be standard real estate signs not to exceed 18" by 24" in size and shall be placed on the Parkway Street location near the entrance to the parking area.
- C. Outside Neon signs, banners and flags are prohibited. No sign shall be substituted or modified without the prior written consent of the Board of Directors. Any additional signage request must be submitted in writing to the Board of Directors for consideration and approved in writing. Signs shall conform to all sign requirements and restrictions of the City of Santa Fe.

These provisions shall not govern or otherwise be applicable to any signs or signage installed by Anova LLC or its successors or assigns which identify the real property subject to these C&Rs.

8.6 Storage and Refuse Areas. No materials, supplies, equipment shall be kept in any areas on a site except inside a closed unit. All refuse shall be contained in the Association provided dumpsters.

No junk, abandoned or unusable vehicles, scrap, rubbish, trash, litter or refuse shall be deposited or permitted to accumulate or remain on any site or portion thereof which will detract from the neat and orderly appearance of the property.

8.7 Other Building and Lighting Regulations.

- A. Exterior walls shall be metal and shall be suitably colored, treated and maintained in a neat appearance. Exterior walls shall not be repainted or refinished unless and until the Board of Directors has approved in writing the color or refinishing materials to be used.
- B. No wind chargers, solar energy panels or other devices or antennae shall be erected or maintained on a site or on any building or structure thereon without the prior written approval of the Board of Directors.

8.8 Rights of Association for Failure to Perform Required Maintenance and Repair. If any maintenance of landscaping and irrigation systems or maintenance or repair of site improvements to be performed by an owner or lessee is approved by the Board of Directors, but not properly performed by the owner of the site or, in the case of a leased site, by the lessee, the Association may undertake to complete such required maintenance or repair. Such maintenance or repair shall be performed at the sole expense of the owner, or in the case of a leased site at the sole expense of the owner and lessee. If such required maintenance or repair is not fully and properly performed or completed, within thirty (30) days after written notice by the Association to the concerned owner (and, in the case of a leased site, also to the lessee) specifying what maintenance or repair has not been properly performed, the Association may proceed to perform the maintenance or repair.

The expense of such work by the Association shall be the obligation of the owner and any lessees of the site. The Association shall be entitled to reimbursement from such persons for all costs and expenses which it incurs in connection with such work, together with interest at the rate of eighteen per cent (18%) per annum thereon from the date such reimbursement is demanded by the Association to the date of payment thereof if the same is not paid to the Association within fifteen (15) days after its demand therefore; provided that if such annual interest rate shall exceed the limit of any applicable New Mexico usury statute or other law, then such unpaid costs and expenses shall bear interest at the maximum annual interest rate permitted by New Mexico law. Entry upon a site by the Association and its agents for the purpose of performing such work as herein described shall not be a trespass, and the concerned owner, lessees and other occupants thereof shall be deemed to have consented thereto.

The rights of the Association under this Paragraph shall be cumulative of and in addition to its rights and remedies under Article IX hereof.

8.9 Parking Unit Owners have the non-exclusive use in common with all other Unit Owners and all guests and invitees of the Unit Owners, of the common parking areas, driveways and footways, subject to any rules and regulations for the use thereof as prescribed from time to time by Declarant. Declarant reserves the right to designate parking areas for Unit Owners as Declarant may determine.

ARTICLE IX

REGULATION OF USES

9.1 Permitted Uses. Any light industrial use of a site that is permitted in the Industrial-1 (I-1) zone within the City will be permitted, provided that it is primarily performed or carried out within a unit or units that is, or are so designed and constructed, that the operation and uses do not, in the sole judgment and determination of the Board of Directors, cause or produce any of the following effects, discernable at any property line of the site or affecting any adjacent site within the real property:

- A. Obnoxious odors and noise;
- B. Dust, dirt, fly ash, fly sawdust, smoke, or pollutants;
- C. Noxious, toxic, or corrosive fumes or gases;
- D. Unusual fire or explosion hazard;
- E. Disposal of hazardous material and hazardous waste, including, without limitation, any matter defined as hazardous material or hazardous waste in any federal or State of New Mexico statute, in any form or quantity on the site or any portion of the property; and
- F. Pollution of groundwater supplies on the site or any portion of the property.

9.2 Prohibited Uses. Heavy industrial uses and the following uses shall not be permitted on any site subject to the C&Rs unless such uses are approved under the procedure set forth in Article 8.3, "Procedure for Reclassification":

- A. Auctions to the public unless approved in writing by the Board of Directors;
- B. Junk yards;
- C. Commercial automobile or other motorized vehicle equipment storage or disassembly;
- D. Commercial automobile, truck, or other motorized vehicle maintenance or repair operations;
- E. Animal breeding, raising, training or Kennels;
- F. Smelting of iron, tin, zinc, or other ores except for production of metal sculptures or other metal objects of art;

- G. Production, sale or exhibition of adult movies, videos, books or other printed or exhibitable materials;
- H. Homeless shelters;
- I. Any use which includes the manufacture, production or sale of cannabis/ marijuana, hemp derived THC products or any controlled substance;
- J. Storage of any E-bike or E-scooter containing a lithium-ion battery; and
- K. Any use which is prohibited by federal, state, or local law, statute or ordinance.

The Board of Director's judgment and determination that a proposed use is a prohibited heavy industrial use rather than a permitted light industrial use shall be final, conclusive, and binding on the owner and any lessees of the concerned site.

9.3 Procedure for Reclassification. Uses which are otherwise prohibited by the C&Rs, including those described in Paragraph 9.2 hereof, may be permitted in a specific case if operational plans and specifications are submitted to the Board of Directors and approved by it in writing. Approval of such operational plans and specifications shall be based upon the effects of such operations or uses on other sites (subject to the C&Rs) and upon the occupants thereof. If the Board of Directors fails to approve or disapprove of such operational plans and specifications within forty-five (45) days after the same have been submitted to it, it shall be conclusively presumed that said operational plans and specifications have been disapproved.

ARTICLE X

ENFORCEMENT

10.1 Abatement and Suit. Violation of any of the C&Rs shall permit the Association to enter the site where the violation exists and to summarily abate and remove, at the expense of the owner and, in case the site is leased, at the expense of the owner and the lessee thereof, any structure, thing or condition that may be or exist thereon contrary to the C&Rs or to the intent and meaning thereof, or to prosecute a proceeding at law or in equity against the person or persons who have violated or are attempting to violate any of the covenants or restrictions to enjoin or prevent them from so doing, to cause such violation to be abated or otherwise remedied and/or to recover damages for such violation.

The result of every action or omission whereby any of the C&Rs herein contained is violated in whole or in part, is hereby declared to be a nuisance, and every right and remedy allowed by law or equity against the person or persons responsible therefore, either public or private, shall be applicable against every such result and may be exercised and pursued by the Association.

In any such legal or equitable proceeding brought by the Association for the enforcement or to restrain violation of any of the C&Rs, in addition to any remedies or relief to which the Association shall be entitled the Association shall be entitled to recover from the persons who are found to

have violated any of the same the Association's attorneys' fees, costs of suit and litigation expense in bringing and prosecuting such proceeding in sums to be fixed by the court in such proceeding. All remedies provided herein or at law or in equity shall be cumulative and not exclusive.

10.2 Inspection. The Association, by and through its duly authorized agents, may enter and inspect any unit at any reasonable hour to ascertain compliance with the C&Rs.

10.3 Failure to Enforce Not a Waiver of Rights. Except for any time limit contained in the C&Rs, the failure of Anova LLC, the Association, any owner or any Member to enforce any covenant or restriction herein shall in no event be deemed a waiver of the right to do so thereafter nor a waiver of the right to enforce any other covenant or restriction.

ARTICLE XI

DURATION, MODIFICATION AND TERMINATION

The C&Rs and every covenant and restriction contained herein shall continue in full force and effect from the date of the recording hereof in the Office of the County Clerk of the County of Santa Fe, New Mexico unless terminated, extended, modified or amended by the written consent of Members then holding at least two-thirds (2/3) of Members casting votes at a meeting of membership of the Association for this purpose. No such repeal, termination, extension, modification, or amendment shall be effective until a proper instrument in writing has been executed and acknowledged by Members holding such requisite number of votes and recorded in such Office of the Santa Fe County Clerk.

ARTICLE XII

ASSIGNABILITY OF ASSOCIATION'S RIGHTS AND DUTIES

Any and all rights, powers and privileges of the Association herein contained may be assigned by it to any company organized and existing under the laws of the State of New Mexico provided such assignee thereby assumes the duties of the Association pertaining to the rights, powers and privileges assigned, and upon its acceptance of any such assignment such assignee shall, to the extent of such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by the Association herein. The term "Association", as used herein, includes all its such assignees and their successors and assigns.

ARTICLE XIII

CONSTRUCTIVE NOTICE AND ACCEPTANCE

Every person who now or hereafter owns or acquires any right, title, estate or interest in or to any portion of the real property is and shall be conclusively deemed to have consented and agreed to every covenant or restriction and contained herein, whether or not any reference to

the C&Rs is contained in the instrument by which such person acquired an interest in the real property.

ARTICLE XIV

RIGHTS OF MORTGAGEES

The C&Rs shall be deemed subject and subordinate to all mortgages and deeds of trust now or hereafter placed upon all or any portion of the real property, and none of the C&Rs shall supersede or in any way reduce the security or affect the validity of any such mortgage or deed of trust; provided, however, that if all or any portion of the real property is sold under a foreclosure of any such mortgage or under the provision so any such deed of trust, or sold or transferred by an deeding, proceeding or transaction in lieu of foreclosure, the purchaser or grantee thereof (including the mortgagee under such mortgage or the beneficiary under such deed of trust if he shall be or become such purchaser or grantee), and his successors and assigns, shall hold any and all of the real property so sold or deeded subject to the C&Rs.

ARTICLE XV

NOTICES

Any notice required or permitted to be sent to an owner or Member under the provisions of the C&Rs shall be deemed to have been properly sent when mailed, by first-class United States Mail, postage prepaid, to the last known address of the person who appears as owner or Member on the records of the Association at the time of mailing.

ARTICLE XVI

ARTICLE AND PARAGRAPH HEADINGS

Article and Paragraph headings are inserted herein for convenience only and are not intended to be part of the C&Rs or in any way to define, limit or describe the scope or intent of the Article or Paragraph to which they refer.

ARTICLE XVII

EFFECT OF INVALIDATION; SEVERABILITY

If any provision of the C&Rs is held to be invalid by a court, the invalidity of such provision shall not affect the validity of the remaining provisions, which shall continue to be in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed these Covenants and Restrictions on 8 day, February 2024.

ANOVA LLC,

a New Mexico Limited Liability Company

By: 

JAMES R. DAMRON, Managing Member

ACKNOWLEDGMENTS

STATE OF NEW MEXICO)

) ss

COUNTY OF SANTA FE)

The foregoing instrument was acknowledged before me this 8th day of February, 2024, by James R. Damron, Managing Member of ANOVA LLC, a New Mexico limited liability company, on behalf of said company.

STATE OF NEW MEXICO
NOTARY PUBLIC
STACY LYTLE
COMMISSION NUMBER 1129126
EXPIRATION DATE 07-24-2024


Notary Public

My Commission Expires: 7/24/2024

EXHIBIT A

ATTACH LEGAL DESCRIPTION

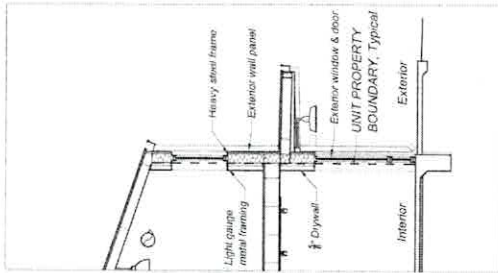
Condominium Unit delineated as E-4 as found in the real estate described below.

Lot 41 as shown on Plat of Survey entitled "Richards Avenue Business Park Phase 4", filed for record June 28, 2004 as Document Number 1335001, appearing in Plat Book 562 at page 28-31 records of Santa Fe County, New Mexico.

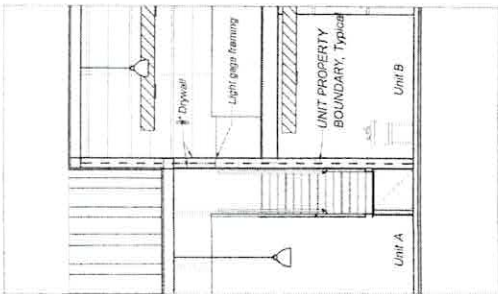
EXHIBIT "B"
FOR THE STUDIOS AT PARKWAY
COVENANTS & RESTRICTIONS
 BUILDINGS E, F, G & H
 LOT 41 - PHASE 1
RICHARDS AVENUE BUSINESS PARK - PHASE 4
WITHIN SECTION 33, T. 17 N., R. 9 E., N.M.P.M.
WITHIN THE CITY AND COUNTY OF SANTA FE
STATE OF NEW MEXICO

GENERAL NOTES:

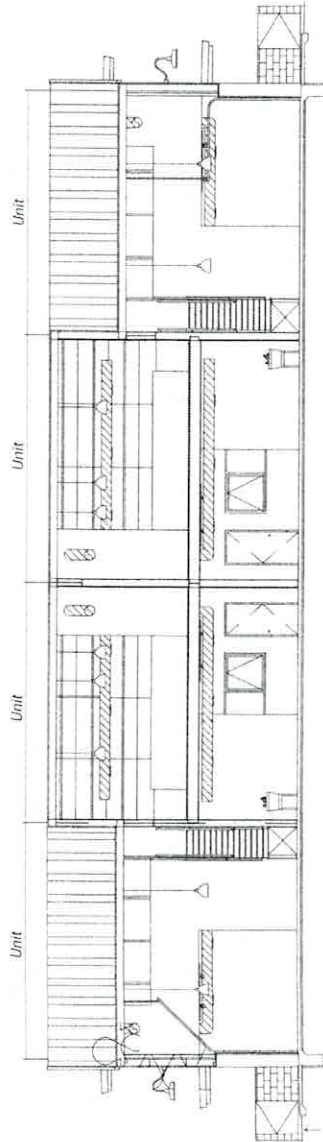
1. Each UNIT PROPERTY BOUNDARY is depicted on the survey. In general, the location of the boundary between UNITS will be the center line along the middle of the walls that separate units. See Detail 1. The boundary between each UNIT and the Common areas will be line between the outer heavy steel construction and the inner light gauge steel construction as depicted in Detail 2.
2. All Plumbing, HVAC, and Electrical components that serve a UNIT exclusively, and are contained completely within the UNIT PROPERTY BOUNDARY and DO NOT encroach, cross between, or travel through adjacent UNITS or COMMON AREAS are the sole property of the UNIT Owner, and shall be maintained and repaired when necessary by the UNIT Owner, or can be altered, removed, relocated, or replaced at the discretion of the UNIT Owner subject to the terms of the Association Covenants and Restrictions, and all other applicable building codes and other applicable regulations.
3. Any Plumbing, HVAC, and Electrical components which are NOT completely contained within the UNIT PROPERTY BOUNDARY, and which connect to, provide service to, or pass through other UNITS or Common Areas to provide functionality to any other UNIT or Common Area are not the Property of the UNIT Owner, and shall not be modified, replaced, moved or altered in any way without the prior permission and approval of the Association Board of Directors and the affected adjacent UNIT Owner(s). It is the responsibility of the Association to maintain and repair such components when necessary.
4. All Structural Components are prohibited from modification regardless of UNIT PROPERTY BOUNDARY locations. Heavy steel joist and beam components, their associated brackets, bolts, and cables; connections to concrete, concrete rebar reinforcing, and mezzanine floor structure components constitute the Structural Components. All interior light gauge steel framing is non-structural.
5. HVAC equipment located on the exterior of a Building that exclusively serves a single UNIT is the sole property of the Owner of the UNIT for which said equipment serves. It will be the UNIT Owners responsibility to service, maintain, repair or replace said HVAC Equipment as necessary for long term proper operation.
6. Concrete slab cutting and patching. Cutting of the concrete slabs for the purpose of rerouting plumbing and electrical shall be permitted with the prior approval of the Association Board, and as long as it does not degrade or diminish the structural integrity of the building, and is replaced with same or suitable materials. The Board may retain the services of a NM Licensed Structural Engineer to review such requests and/or oversee the work at the UNIT Owners expense.



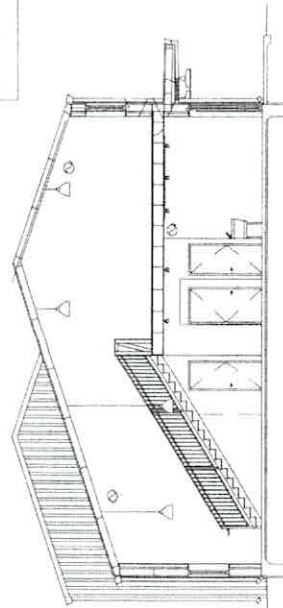
2 WALL SECTION @ Exterior Wall
 A5.0.4



1 WALL SECTION @ Demising Wall
 A5.0.4



DETAIL NOT TO SCALE



DETAIL NOT TO SCALE

COUNTY OF SANTA FE }
 STATE OF NEW MEXICO }
 I HEREBY CERTIFY THAT THIS INSTRUMENT
 WAS FILED THIS _____ DAY OF
 _____ A.D. 20____ AT
 _____ AND WAS ONLY RECORDED IN
 _____ OF THE RECORDS OF
 SANTA FE COUNTY.

WITNESS MY HAND AND SEAL OF OFFICE
 KATHARINE E. CLARK
 COUNTY CLERK, SANTA FE COUNTY, NM

OPINITY

INDEXING INFORMATION FOR COUNTY CLERK
 OWNERS: PHASE 4E, CORPORATION
 RECORDED DOCUMENT#: 201306362 PG. 02E-031
 SEC. 33, TOWNSHIP 17, RANGE 9, SECTION 33, 31.7N., R. 9E., S.M.P.M.
 LAGO GRANT(S): 1-201-697-0447 - 1M
 PROJECT NO: AN094-0701E

REVISIONS:
 www.palasantodesigns.com
 505-438-7230
 (Committed to Building a Sustainable World)
PALO SANTO DESIGNS LLC

December 13, 2023
ANOVA
 1189 Parkway Dr.
 Santa Fe, NM 87507
Unit Property
Boundaries
A5.0-4

PUBLIC NOTICE

N. / F.
SALLY W. GREEMALL REV. TRUST
WD. BK. INSTRU. #1988210

N. / F.
SALLY W. GREEMALL
WD. BK. 2527, PG. 814

N. / F.
SALLY W. GREEMALL
WD. BK. 2527, PG. 814

CONDOMINIUM SURVEY
FOR THE STUDIOS AT PARKWAY
BUILDINGS E, F, G & H
LOT 41 - PHASE 1
RICHARDS AVENUE BUSINESS PARK - PHASE 4
WITHIN SECTION 33, T. 17 N., R. 9 E., N.M.P.M.
WITHIN THE CITY AND COUNTY OF SANTA FE
STATE OF NEW MEXICO

LOT 11
2,307 AC.±

FUTURE PHASE II

FUTURE PHASE II

PHASE I

PHASE II



- LEGEND**
- CALCULATED CORNER
 - CORNER REMAIN SET THIS SURVEY
 - CORNER REMAIN FOUND UNLESS OTHERWISE SHOWN
 - U.S.G.L. BRASS CAP
 - IRON PIPE
 - CONCRETE
 - ELECTRIC METER
 - EXISTING OVERHEAD UT. LINE WITH POWER POLE
 - LIGHT POLE

BASIS OF BEARINGS:
THE BASIS OF BEARINGS FOR THIS SURVEY OBTAINED FROM G.P.S. DATA OBSERVATION BETWEEN TWO FOUND MONUMENTS AND THE W.E.S. IN ELLIPSOID COORDINATE SYSTEM. THE MONUMENTS ARE THE IRON PIPE CORNER AND THE U.S.G.L. BRASS CAP, BOTH BEING IN THE NORTH 89°15'30" EAST ESTABLISHED ON THE NORTH BOUNDARY LINE AS SHOWN HEREON.

SPECIAL NOTE:
THIS PLAN OF SURVEY AS SHOWN AND REVICED HEREON, SUPERSEDES THAT OF SURVEY FILED IN THE SANTA FE, NEW MEXICO COUNTY CLERK'S OFFICE IN PART BOOK 805, AT PAGES 154-161.

REFERENCES:
PLAN OF SURVEY ENTITLED "RICHARDS AVENUE BUSINESS PARK PHASE 4, BLDG. SECS. 33 & 31, T. 17 N., R. 9 E., N.M.P.M., SANTA FE COUNTY, NEW MEXICO," PREPARED BY JAMES MONROE LINDSEY, FILED FOR RECORD IN THE SANTA FE COUNTY CLERK'S OFFICE IN PART BOOK 805, AT PAGES 154-161, BEARINGS AND DISTANCE IN PARENTHESES FROM THIS MENTIONED PLAN OF SURVEY.

WARRANTY DEED FROM THE NORMAN GROUP, INC. TO ANDREA, LLC, FILED FOR RECORD IN THE SANTA FE COUNTY CLERK'S OFFICE IN PART BOOK 805, AT PAGES 154-161.

SURVEYOR'S CERTIFICATE

ON THE BASIS OF MY KNOWLEDGE, INFORMATION, AND ACCURATE CALCULATION OF A SURVEY COMPLETED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND IN ACCORDANCE WITH THE STATUTES AND RULES OF PROFESSIONAL CONDUCT AND STANDARDS

PRELIMINARY

DATE: 06/24/2024
P.L. #1241
P.O. BOX 1097033
DUNSMITH, CO. 80122

COUNTY OF SANTA FE
STATE OF NEW MEXICO
I, JAMES MONROE LINDSEY, SURVEYOR, HAVE FILED FOR RECORD IN PART BOOK 805, AT PAGES 154-161, BEARINGS AND DISTANCE IN PARENTHESES FROM THIS MENTIONED PLAN OF SURVEY.

IN WITNESS WHEREOF, I HAVE HEREON SET MY HAND AND SEAL OF OFFICE, COUNTY CLERK, SANTA FE COUNTY, NM
COUNTY CLERK, SANTA FE COUNTY, NM
DEPUTY

IN WITNESS WHEREOF, I HAVE HEREON SET MY HAND AND SEAL OF OFFICE, COUNTY CLERK, SANTA FE COUNTY, NM
COUNTY CLERK, SANTA FE COUNTY, NM
DEPUTY

N. / F.
RAMILO & FRANCESCA GUINN
WD. BK. 2222, PG. 852

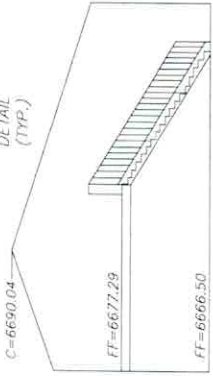


SCALE: 1"=20'

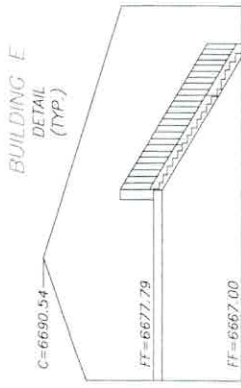
INFORMED: ANDELA, LLC, FILED IN DISTRICT 1, LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

CONDOMINIUM SURVEY
 FOR THE STUDIOS AT PARKWAY
 BUILDINGS E, F, G & H
 LOT 41 - PHASE 1
 RICHARDS AVENUE BUSINESS PARK - PHASE 4
 WITHIN SECTION 33, T. 17 N., R. 9 E., N.M.P.M.
 WITHIN THE CITY AND COUNTY OF SANTA FE
 STATE OF NEW MEXICO

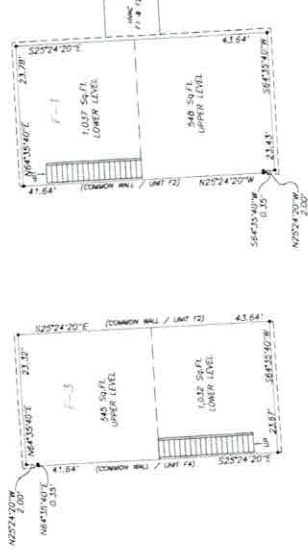
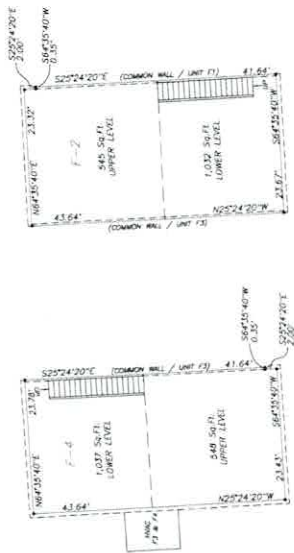
BUILDING F
 DETAIL
 (TYP.)



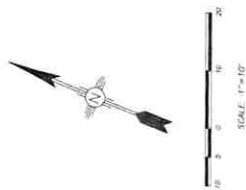
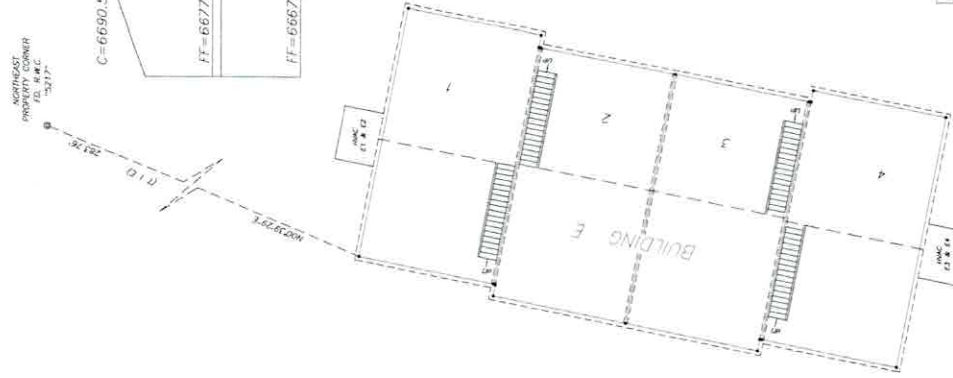
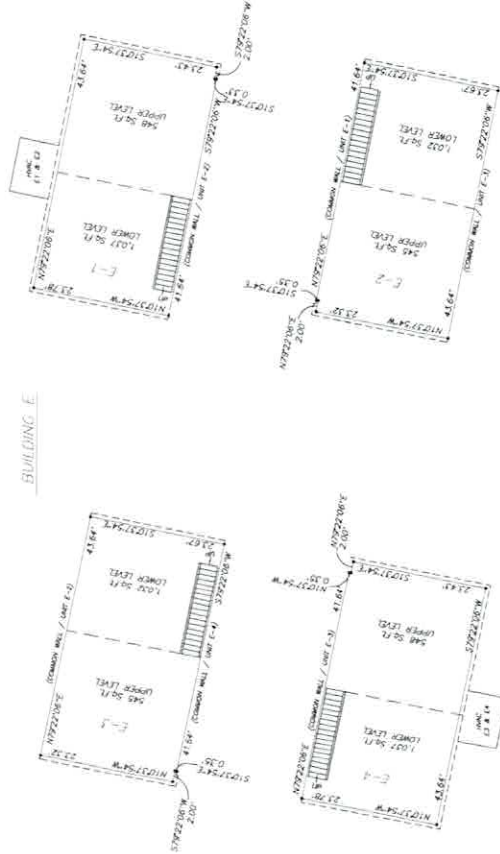
BUILDING E
 DETAIL
 (TYP.)



BUILDING F



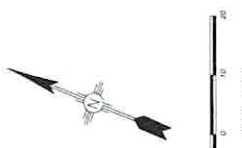
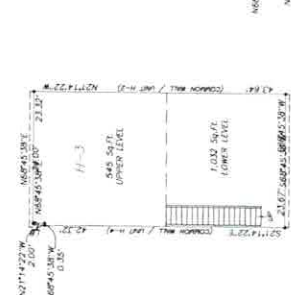
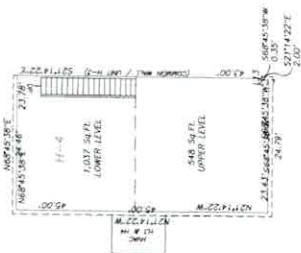
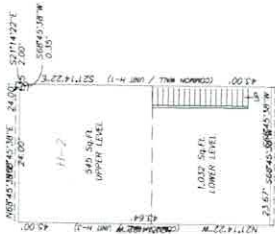
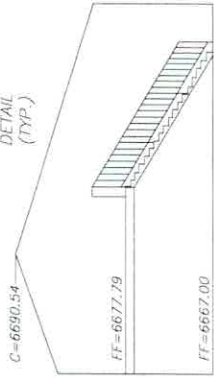
BUILDING E



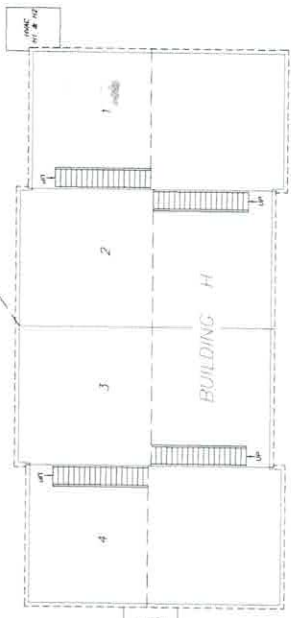
OWNER:	STUDIO INTERNATIONAL, LLC, SANTA FE, NM
ARCHITECT:	STUDIO INTERNATIONAL, LLC, SANTA FE, NM
ENGINEER:	STUDIO INTERNATIONAL, LLC, SANTA FE, NM
DATE:	10/15/2014
PROJECT NO.:	1014-0001
SHEET NO.:	1014-0001

CONDOMINIUM SURVEY
FOR THE STUDIOS AT PARKWAY
BUILDINGS E, F, G & H
LOT 41 - PHASE 1
RICHARDS AVENUE BUSINESS PARK - PHASE 4
WITHIN SECTION 33, T. 17 N., R. 9 E., N.M.P.M.
WITHIN THE CITY AND COUNTY OF SANTA FE
STATE OF NEW MEXICO

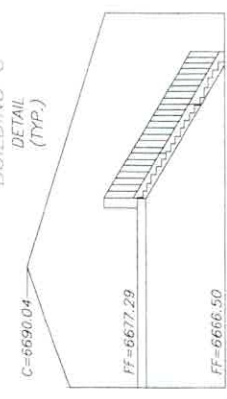
BUILDING H
DETAIL
(TYP.)



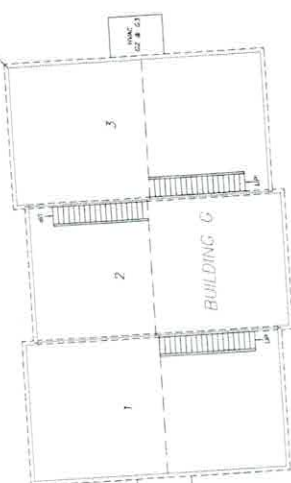
NORTHEAST PROPERTY CORNER
T. 17 N. R. 9 E. S. 33
327.7'



BUILDING G
DETAIL
(TYP.)



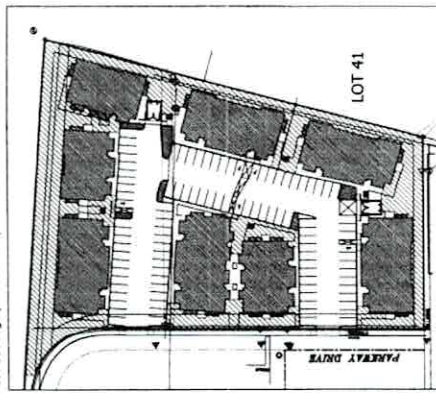
BUILDING G



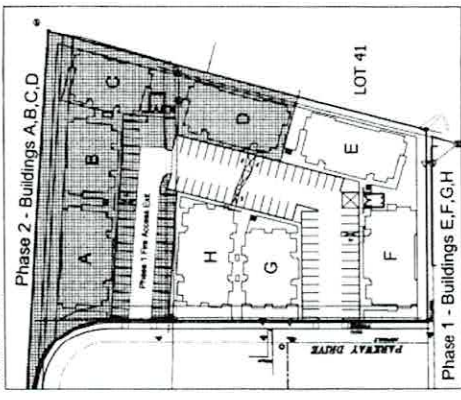
GENERAL INFORMATION FOR OWNER, CLERK

DATE: 02/24/2016	BY: J. M. BROWN, P.E.
PROJECT: STUDIOS AT PARKWAY	DATE: 02/24/2016
PROJECT NO.: 2016-0000	SHEET NO.: 33

Zoning: I-1 - Light Industrial
 Lot Area = 2.307 acres/ 100,510 sf
 Lot Coverage (Phases 1 & 2) = 36.15% of total roofed area

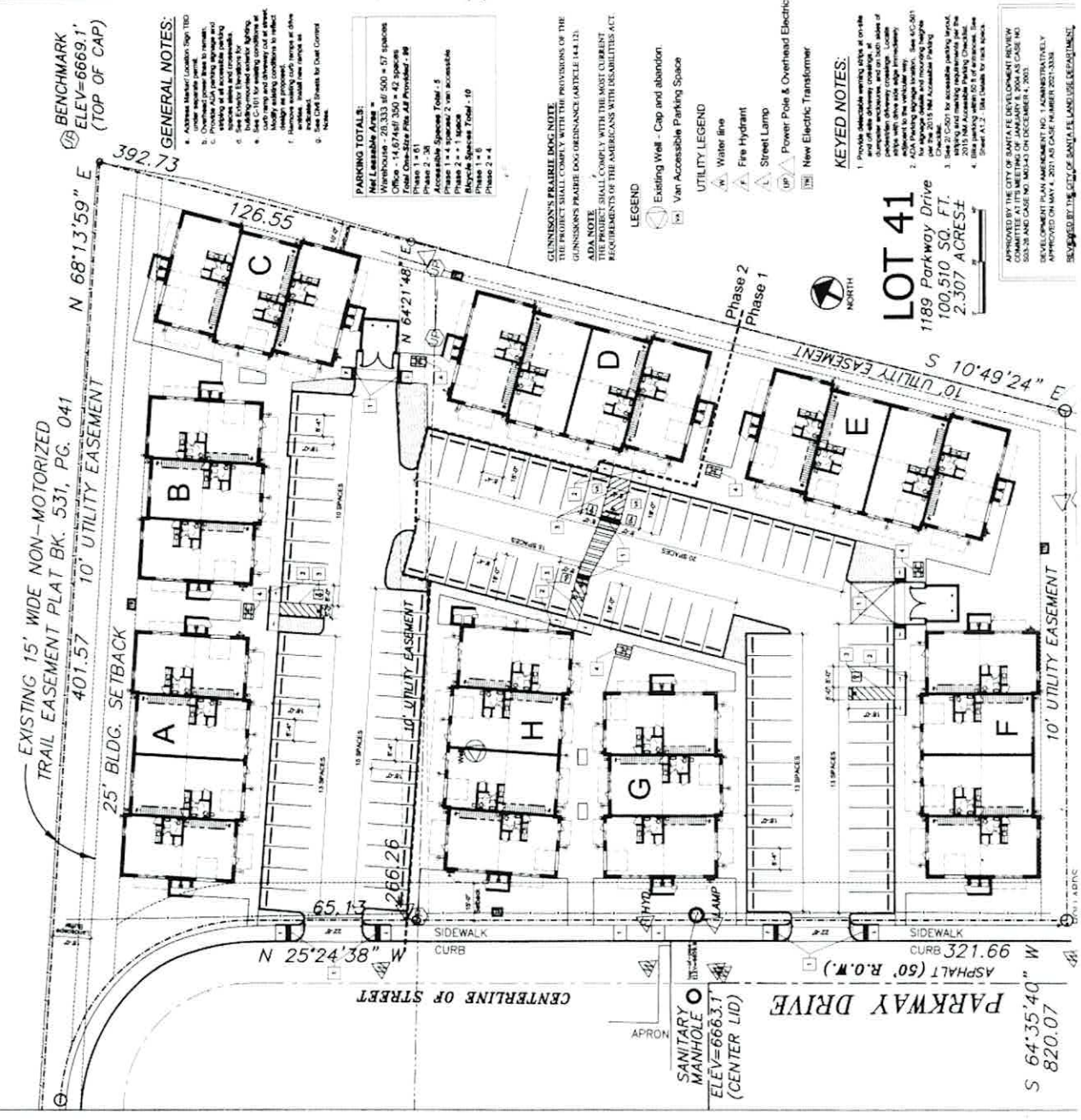


OPEN SPACE KEY PLAN - 1" = 60'-0"
 Open Space Required = 25,128 sf
 Open Space Provided = 26,348 sf
PARKING LOT ISLANDS
 Required = 990 sf
 Provided = 1102 sf



PHASING KEY PLAN - 1" = 60'-0"
 Phase 1 - Buildings E, F, G, H
 Phase 2 - Buildings A, B, C, D

ORIGINAL UTILITY EASEMENTS AND SURVEY WITH CERTAINITY SHALL BE IN CHARGE OF JUNE AD 2004. ALL 1332 OCCUPY PERMITS AND WAS DAILY RECORDED IN BOOK 962, PAGE 226-231 OF THE RECORDS OF SANITARY COUNTY (#1332-951)
 Property Owner(s) Name: [Signature]
 Owner's Project Name: [Signature]
 Check Engineer: [Signature]
 DATE: [Signature]
 (THIS PERSON/COMPANY WAS NOT KNOWN TO ME BEFORE ME THIS)



EXISTING 15' WIDE NON-MOTORIZED TRAIL EASEMENT PLAT BK. 531, PG. 041
 401.57' 10' UTILITY EASEMENT
 25' BLDG. SETBACK
 401.57' 10' UTILITY EASEMENT

BENCHMARK
 ELEV=6669.1'
 (TOP OF CAP)

GENERAL NOTES:
 1. All work shall conform to the City of Santa Fe Engineering Department (ES&D) standards.
 2. All work shall conform to the City of Santa Fe Engineering Department (ES&D) standards.
 3. All work shall conform to the City of Santa Fe Engineering Department (ES&D) standards.
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 8. All work shall conform to the City of Santa Fe Engineering Department (ES&D) standards.
 9. All work shall conform to the City of Santa Fe Engineering Department (ES&D) standards.
 10. All work shall conform to the City of Santa Fe Engineering Department (ES&D) standards.

PARKING TOTALS:
 Net Leasable Area =
 Warehouse - 28,333 sf 500 = 57 spaces
 Office - 14,874 sf 350 = 42 spaces
 Total One-Size Plus Ad Provider - 89
 Phase 1 - 31
 Phase 2 - 58
 Accessible Spaces Total - 5
 Phase 1 - 4 spaces, 2 van accessible
 Phase 2 - 1 space, 1 van accessible
 Multiple-Use Total - 10
 Phase 1 - 6
 Phase 2 - 4

GLUNSON'S FRABILE DOC NOTE
 THE PROJECT SHALL COMPLY WITH THE PROVISIONS OF THE GLUNSON'S FRABILE LOG RESURGENCE (ARTICLE 14.4.12).
ADA NOTE
 THE PROJECT SHALL COMPLY WITH THE MOST CURRENT REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT.

- LEGEND**
- Existing Well - Cap and abandon
 - Van Accessible Parking Space
- UTILITY LEGEND**
- Water Line
 - Fire Hydrant
 - Street Lamp
 - Power Pole & Overhead Electric
 - New Electric Transformer

KEYED NOTES:
 1. Provide adequate parking signs at the end of the driveway, coverage of the driveway, and on both sides of the driveway. Signs shall be placed at the driveway entrance and on both sides of the driveway. Signs shall show the width of the driveway and the location of the driveway. Signs shall be placed at the driveway entrance and on both sides of the driveway. Signs shall show the width of the driveway and the location of the driveway.
 2. All work shall conform to the City of Santa Fe Engineering Department (ES&D) standards.
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 10. All work shall conform to the City of Santa Fe Engineering Department (ES&D) standards.

LOT 41
 1189 Parkway Drive
 100,510 SQ. FT.
 2.307 ACRES

APPROVED BY THE CITY OF SANTA FE DEVELOPMENT REVIEW COMMITTEE AT ITS MEETING OF JANUARY 6, 2004 AS CASE NO. 2003-10-0003 AND CASE NO. 2004-01-0003 ON DECEMBER 4, 2003.
 DEVELOPMENT PLAN AMENDMENT NO. 1 ADMINISTRATIVELY APPROVED ON MAY 4, 2007 AS CASE NUMBER 2007-0008.
 SUBMITTED BY THE CITY OF SANTA FE LAND USE DEPARTMENT.

DEVELOPMENT PLAN AMENDMENT FINAL APPROVAL



REVISIONS:
 Final Comments
 7/19/21

PALO SANTO DESIGNS LLC
 Committed to Building a Sustainable World
 www.palosantodesigns.com
 505-988-7230

March 22, 2021
ANOVA

1189 Parkway Dr.
 Santa Fe, NM 87507

Overall Site Plan