

CONDOMINIUM DECLARATION
ESTABLISHING THE
MEDICAL PLAZA OFFICE CONDOMINIUMS

STATE OF TEXAS §
 §
COUNTY OF EL PASO §

1. **DECLARATION:** O.P. INVESTMENTS JOINT VENTURE, a Texas joint venture comprised of the undersigned Venturers (hereinafter called the "Declarant") is the Owner of the following described real property, to wit:

Lots 11 through 20, both inclusive, Block 27, **ALEXANDER ADDITION**, an Addition to the City of El Paso, El Paso County, Texas,

and does hereby submit such property, together with all improvements thereon or hereafter to be placed or constructed thereon, and the easements and rights of way appurtenant thereto (hereinafter collectively called the "Property") (i) to the provisions of the Texas Condominium Act (V.T.C.A., Property Code §81.001 et seq.) and declares that the Property shall be a Condominium pursuant to said Act; and (ii) to the covenants, restrictions, easements, limitations, conditions of this Declaration and the documents incorporated by this declaration which shall run with the land.

2. **NAME AND COMPOSITION:** This Condominium shall be known as the **Medical Plaza Office Condominiums**, sometimes hereinafter referred to as the "Condominiums". The Condominium shall be comprised of the Owners of, and the "Units" hereinafter defined on, the Property.

3. **DEFINITIONS:** Unless otherwise specifically noted, the following words and terms, when used in this declaration and the Condominium Documents, shall have the following meanings:

3.1 **Association.** The "Association" shall mean the Medical Plaza Owners' Association, Inc., a Texas non-profit corporation of which each Owner shall be a Member, as herein provided, its successors and assigns.

3.2 **Building.** "Building(s)" shall mean those portions of the Property, with improvements thereon intended for occupancy, identified on the Plat and surveys attached hereto as Exhibit "A" as Buildings A, B, C, D, and E.

3.3 **Common Area.** "Common Area" shall mean (i) the entire Property, excepting the Buildings and terraces surrounding each building as designated, and (ii) improvements on the Property owned or leased by the Association. By way of illustration, Common Area shall include, without limitation, the following: landscaped areas, sidewalks, exterior trash receptacle enclosures, fountains, driveways, parking areas, except as otherwise provided, areas of ingress and egress, delivery areas and areas containing signs or structures advertising the common name given for the Property. Any enlargement of or addition to the Common Area as provided herein shall be included in the definition of Common Area for purposes of this Declaration.

3.3.1 **Limited Common Elements.** "Limited Common Elements" are those portions of the general common elements which are reserved for the exclusive use of an owner of a condominium unit or are limited to and reserved for the common use of more than one, but fewer than all of the condominium unit owners, all as shown on the map or as may be subsequently determined by the Association of unit owners. Limited common elements shall include by way of specific designation, and not by way of limitation, patios, entrance patios, privacy

fences, and parking spaces. No reference thereto whether such limited common elements are exclusive or non-exclusive, need to be made in any deed, instrument of conveyance or other instrument.

3.4 Common Area Assessment. "Common Area Assessment" shall mean a charge for, (i) the cost to maintain, improve, and operate the Common Area and improvements, including without limitation, funding of appropriate reserves for future repair and replacement, and (ii) Common Expense.

3.5 Common Expenses. "Common Expenses" shall mean" (i) the expense of, and reasonable reserves for, the maintenance or replacements, management and operation of the Common Area, and the cost of Common Utility Services, if any; (ii) the cost of capital improvements to the Common Area which the Association may from time to time authorize; (iii) the expenses of management and administration of the Association, including without limitation, compensation paid or incurred by the Association to a manager, accountant, attorney or other employees or agents; and (iv) any other item or items designated by or in accordance with other provisions of the Declaration or the Rules and Regulations adopted by the Association. By way of illustration, Common Expense shall include, but not be limited to, the cost of trash pickup from the exterior trash receptacles, exterior Common Area electrical and plumbing maintenance, maintenance of the landscaping, fountain maintenance, maintenance of Common Area security, insurance (as more specifically described below), exterior pest control, legal, audit, taxes, and reserves for Common Area maintenance.

3.6 Common Utility Service. "Common Utility Services" shall mean all existing and future utility services installed, consumed or used by or for the benefit of all of the Owners or the Association with regard to the Common Area, including without limitation, gas, telephone, cable, water, sewer and electricity.

3.7 Condominium Documents. The "Condominium Documents" shall mean and refer collectively and severally to this Declaration, the Association's Articles of Incorporation and Bylaws, and its Rules and Regulations, as they exist from time to time.

3.8 Declarant. "Declarant" shall mean the O.P. INVESTMENTS JOINT VENTURE, a Texas joint venture, its successors and assigns.

3.9 Declaration. "Declaration" shall mean this document establishing the Medical Plaza Office Condominiums and the covenants, restrictions, and conditions, and all other provisions herein set forth, as the same may be from time to time amended or supplemented.

3.10 Member. "Member" shall mean: (i) members of the Association, which shall consist of all Owners; or, (ii) the heirs, executor or authorized personal representatives of any Member.

3.11 Mortgage. "Mortgage" or "Deed of Trust" shall mean the conveyance of any Unit, or other portion of the Property, to secure the performance of an obligation, which conveyance shall be released or reconveyed upon the due performance of said obligation.

3.12 Mortgagee or Mortgagor. "Mortgagee" shall mean a person or entity to whom a Mortgage is made and shall include the beneficiary of a Deed of Trust; "Mortgagor" shall mean a person or entity who conveys a Unit to another by a Mortgage or Deed of Trust.

3.13 Occupant. "Occupant" shall mean and refer to the occupant of any Unit who shall be (i) the Unit Owner, or (ii) a lessee who holds a written lease of a Unit, or part thereof, in accordance with the provisions of this Declaration.

3.14 Owner. "Owner" shall mean the record Owner of the fee simple title to any Unit. The term "Owner" shall not mean a Mortgagee, or one having an interest merely as security for the performance of an obligation.

3.15 Percentage of Interest. The "Percentage of Interest" shall be the undivided interest of each Owner in and to the Common Area associated with and appurtenant to each Unit as set forth in Exhibit "B" attached hereto and made a part hereof for all purposes. Said Percentage of Interest is calculated by dividing the total number of square feet in a unit by the total number of square feet contained within all the units.

3.16 Property. The "Property" shall mean the real property described in Section 1 above, together with the improvements now or hereafter located thereon.

3.17 Special Assessments. "Special Assessments" are those assessments, in addition to Common Area Assessments, which may be made for the purposes and in the manner set forth in Section 7.2 below.

3.18 Unit. Each "Unit" consists of one complete building together with surrounding terrace as depicted on Exhibit "A" attached hereto.

3.19 Zoning Ordinances. "Zoning Ordinances" shall mean the provisions of the City Code of the City of El Paso, as amended from time to time and as such shall be applicable to the Property.

4. UNITS OWNERSHIP AND USE. The Condominium shall have 4 Buildings, with each Building initially containing one Unit, and a future use site deemed a unit in and of itself all as is designated, described and depicted on Exhibits "A" (together with the Percentage of Interest of each such Unit) and list of Owners' Percentage of Interest attached hereto as Exhibit "B".

4.1 Ownership. Each Unit shall be sold to one or more Owner(s), with each Owner obtaining fee title to the Unit acquired and the appurtenant undivided Percentage of Interest in the Common Area of the Condominium listed in Exhibit "B" attached hereto.

4.2 Division of Units. No Condominium unit may be subdivided or partitioned.

4.3 Permitted Use. The Units shall be used solely as facilities for the practice of medicine by licensed physicians; the practice of dentistry by licensed dentists; and for such ancillary, but directly related uses, as may be expressly permitted by the Association from time to time. Provided, however, that no more than two physicians or dentists per unit shall be permitted.

5. THE ASSOCIATION. The Association, acting through its directors and officers, shall be and constitute the governing and administrative body for all Owners, for the protection,

preservation, upkeep, maintenance, repair, restoration, operation and replacement of the Common Area, and the government, operation and administration of the Condominium hereby established in accordance with the Condominium Documents. The Association shall have all powers necessary or proper to the carrying out of these purposes.

5.1 **Agents.** The Association may contract with one or more agents to administer the Condominium in accordance with the provisions of the Condominium Documents. Such agent(s) shall have such powers as may be granted from time to time by the Association, and may be granted any and all powers, rights and duties granted to the Association under the Condominium Documents, unless expressly prohibited under the Texas Condominium Act.

5.2 **Membership.** Each Owner of a Unit, including Declarant, shall by virtue of such ownership automatically be a member of the Association and shall remain a member thereof until such time as such Owner's total ownership ceases for any reason, at which time such Owner's membership in the Association shall also automatically follow the ownership of each Unit, and upon any transfer of such ownership, howsoever caused or brought about, the new Owner shall automatically be and become a member of the Association. Membership in the Association shall be appurtenant to each Unit and may not be assigned, transferred, pledged, divided or alienated in any way, except incident to a Unit.

5.3 **Directors and Officers.** The Association shall act through its directors and officers, who shall be elected and/or appointed in the manner, and for the terms set forth in the Bylaws of the Association.

5.4 **Meetings.** The Association shall hold its organizational meeting within sixty (60) days after there are at least three Owners (including the Declarant) at which meeting the Association directors and officers shall be elected in accordance with the Bylaws and other business normally incident to the organization of a non-profit corporation shall be conducted. Thereafter, regular meetings of the Members shall be held at least annually or with such greater frequency as the Bylaws may provide.

5.5 **Voting and Other Rights.** Each Member of the Association (including the Declarant) shall have one vote per unit and shall be entitled to vote in person or by proxy appointed by an instrument in writing subscribed by such Member and bearing a date not more than 11 months prior to the date of the vote.

5.6 **Powers and Duties.** The Association shall have power and obligation to perform the following acts subject to the Condominium Documents:

5.6.1 **Property.** To the extent permitted by law and this Declaration, to acquire, own, hold, improve, maintain, manage, lease, pledge, convey, transfer or dedicate real or personal property for the benefit of the Members in connection with affairs of the Association.

5.6.2 **Rule Making.** To establish rules and regulations as necessary for the use of the Property.

5.6.3 **Assessments.** To fix, levy and collect as necessary Common Area and Special Assessments.

5.6.4 **Easements.** To grant and convey as necessary easements to and right of use of the Common Area.

5.6.5 Employment of Agents. To employ, enter into contracts with, delegate authority to, and supervise such persons or entities as may be appropriate to manage, conduct and perform the business obligations and duties of the Association.

5.6.6 Enforcement of Governing Documents. To enforce the terms of the Governing Documents, including, without limitation, to bring suits, to cause a lien to be filed and to be foreclosed, or to suspend membership rights.

5.6.7 Other Acts. To perform such other acts as may be reasonably necessary to carry out the purposes of this Declaration.

5.7 Acquisition of Units by Association. In the event: (a) any Owner shall surrender such Owner's Unit, or in the event that the Association shall purchase at a foreclosure or other judicial sale, such Unit shall be held by the Association or its designee, corporate or otherwise, on behalf of all Owners, in proportion to their respective common interests. The lease covering any Unit leased by the Association or its designees, on behalf of all Owners shall be held by the Association, or its designee, on behalf of all Owners in proportion to their respective common interests.

6. COMMON AREA.

Ownership. The Common Area shall be owned in undivided interest by the Owners in accordance with the Percentage of Interest set forth in Exhibit "B", which interest shall be conveyed or encumbered with the respective Unit and shall not be separated therefrom.

6.1 Association Duties. The Association, in accordance with the Condominium Documents, shall be responsible for the management, maintenance and control of the Common Area for the exclusive benefit of all Members, and shall keep the same in good, clear attractive and sanitary condition, order and repair. In this regard the Association may:

6.1.1 Adopt Rules and Regulations pertaining to the Common Area which shall apply equally to all Owners, and which may provide that the Common Area shall be used only for such purposes and in such manner as shall be established by the Association.

6.1.2 Establish a reasonable fee, other than a Common Area Assessment or Special Assessment, for the use of any portion of the Common Area.

6.2 Members' Easements of Enjoyment and Access. Subject to the provisions of Section 6.3 hereof, every Member shall have a common right and non-exclusive easement of enjoyment in and to the unenclosed covered areas around the perimeter of the Buildings, the Common Area and Common Utility and through the such unenclosed covered areas and Common Area, and such rights and easements shall be appurtenant to and shall pass with the title to each Building. The Common Areas shall be used by each Owner in accordance with the purposes for which they are intended without hindering the exercise of or encroaching upon the rights of other Owners or their patients. The Association shall, if any question arises, determine the purpose for which a Common Area element is intended to be used and shall have the right to promulgate rules and regulations limiting the use of the Common Area elements to Owners, their patients, guests, invitees and employees.

6.3 Suspension of Easements. The Association may, in its absolute discretion: (i) suspend the rights and easements of use, access and enjoyment of a Member, and the voting rights of a Member, should such Member be in default in excess of thirty (30) days in the payment of any assessments or charges with respect to such Member's Unit; and/or (ii) suspend such rights for a period not to exceed sixty days for any infractions of its published Rules and Regulations after notice. The aforesaid rights of the Association shall not be exclusive, but shall be cumulative of and in addition to all other rights and remedies which the Association may have at law or in equity on account of any such default or infraction.

6.4 Access to Buildings. The Association's agents and employees shall have the right, after reasonable notice to the Owners, and at reasonable hours, to enter upon any portion of the Property, or into any Building or Unit for any purpose reasonably related to the performance by the Association of its rights and responsibilities, and to enter any Building or Unit without notice at any time in the event of any emergency.

6.5 Delegation of Use. Any Member may delegate his right of use and enjoyment of the Common Area and Common Utility Services to tenants or guests, provided, however, that such Member shall at all times remain responsible for assessments and charges due hereunder and for compliance with Rules and Regulations of the Association governing the use and enjoyment of the Common Area and Common Utility Services.

6.6 Waiver of Use. No Member may be or become exempt from liability for assessments and charges duly levied by the Association, nor release such Member's Unit from the liens and charges created hereunder, for any reason, including without limitation, by waiver of the use and enjoyment of the Common Area or by abandonment of a Unit or due to suspension of rights with regard to the Common Area.

6.7 Additional Provisions Relating to Common Areas. Declarant and all Owners covenant and agree that the Common Area shall remain undivided; that no Owner shall bring any action for partition, it being agreed that this restriction is necessary in order to preserve the rights of the Owners with respect to the operation and management of the Property; that if any portion of the Common Area encroaches upon any Building, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist.

6.8 Common Area Maintenance. The Association shall maintain the Common Area in a first-rate condition, including but not limited to the parking area, exterior trash receptacle enclosures, roads, sidewalks, landscaping, fountains, drainage, public utilities and lighting facilities. All Common Area improvements repaired or replaced by the Association shall be repaired or replaced with materials of quality at least equal to the quality of materials originally used, so as to maintain the architectural and aesthetic harmony and integration of the Property as a whole. All exterior lighting shall be charged as a Common Area Expense.

6.9 Owner Maintenance. Except for the Common Area maintenance, each Owner shall, at such Owner's sole cost and expense, maintain and keep repair such Owner's building, including without limitation, all fixtures therein, the roof, structural integrity, foundation, walls, heating and cooling equipment, electrical, plumbing and mechanical systems, glass, windows, hardware, doors, and the complete interior of such Owner's Unit. All improvements repaired or replaced by each Owner shall be repaired or replaced with materials of quality at least equal to the quality of materials originally used, so

as to maintain the architectural and aesthetic harmony and integration of the Property as a whole. All repair or replacements by each Owner is subject to review and approval by the Association. No change in the architectural design and the quality and type of construction materials of the Building is permitted.

If any Owner shall fail to maintain his/her building in good repair and condition, the Association may, after 10 days written notice of needed repair to such Owner, make such repairs. All sums paid by the Association and costs and expenses incurred by the Association in connection with such repairs shall be payable by the Owner to the Association upon demand. Failure by the Owner to pay the Association the amounts claimed upon demand shall create a lien in favor of the Association upon the Owner's unit. In addition, the amounts claimed shall be the personal obligation of the Owner.

6.10 Maintenance of Exterior Facade of Building. Each Owner shall, at such Owner's sole cost and expense maintain in good repair and condition the exterior of his/her building.

If any Owner shall fail to maintain the exterior of his/her building in good repair and condition, the Association may, after 10 days written notice to such Owner of needed repair, make such repairs. All sums paid by the Association and costs and expenses incurred by the Association in connection with such repairs shall be payable by the Owner to the Association upon demand. Failure by the Owner to pay the Association the amounts claimed upon demand shall create a lien in favor of the Association upon the Owner's unit. In addition, the amounts claimed shall be the personal obligation of the Owner.

6.11 Alteration and Improvement of Common Area. The Association shall have the right to make, or cause to be made, such alterations and improvements to the Common Areas as in its opinion, may be beneficial and necessary or which is requested in writing by an Owner or Owners, subject however, to the condition that, if such alteration or improvement shall cost more than 15% of the then current estimated annual budget (including reserves), such alteration or improvement shall be approved by more than 60% in Percentage of Interest of the Owners, voting at a meeting duly called pursuant to the Bylaws. Alterations or improvements costing less than 15% of the Condominium's then current estimated annual budget may be made by the Association and the cost thereof shall constitute a part of the Common Area Expenses. Before undertaking such work, the Association may require the consent in writing of such Owners and the holders of the first mortgages thereon, whose rights, in the sole opinion of the Association may be prejudiced by such alteration or improvement. When in the sole opinion of the Association, the alteration or improvement is general in character, the cost thereof shall be assessed as a Common Expense.

7. COMMON AREA ASSESSMENTS/LIEN FOR ENFORCEMENT. The Common Expenses as determined by the Association shall be assessed to each Owner according to the ratio of the number of units owned by such Owner to the total number of units in the complex. Such Common Area Assessments shall be determined, approved, charged and paid in accordance with the Bylaws and Rules and Regulation of the Condominium, and shall, together with late charges, interest, cost of collection and attorney's fees, be and constitute a charge upon the Unit and shall be secured by a separate, valid, subsisting and continuing lien hereby created and fixed, which shall exist upon and against each Unit, and all improvements compromising such Unit, for the benefit of the Association and all Members. Each assessment, together with late charges, interest and costs of

collection, shall also be the personal obligation of the Owner of such Unit. The personal liability of an Owner for assessments and charges which become due prior to foreclosure shall not be extinguished by foreclosure in the event a deficiency still remains outstanding. Voluntary sale or transfer of any Unit shall not affect the assessment lien. In the case of a voluntary conveyance, the grantee of such until shall be jointly and severally liable with the grantor for any unpaid assessments and/or charges. No Member shall be exempt or excused from payment of any assessment or charge.

7.1 Subordination of Lien. The lien for assessments provided for herein shall be subordinate to: (i) tax or assessment liens on a Unit by the taxing subdivision of any governmental authority, and (ii) all sums unpaid on any purchase money or improvement mortgage of record encumbering the Unit.

7.2 Special Assessments. The Association may levy in any year a Special Assessment, applicable to that year for the purpose of defraying, in whole or in part, the cost of any: (i) construction, reconstruction, repair or replacement of a Common Area improvement, (ii) restoration of any part of the Common Area, (iii) landscaping effort upon the Common Area including fixtures and personal property related thereto, or (iv) any other purpose approved by a vote of at least 60% of the members and reasonably related to the foregoing common expenses.

7.3 Effect of Nonpayment of Assessments: Remedies of the Association. Any assessments or installment thereof not paid within the time fixed by the Association for payment therefor, shall be delinquent. Thereupon, the Association may take any or all of the following actions: (i) declare the entire annual balance of such Common or Special Assessment due and payable in full; (ii) charge interest and late charges from the due date as herein provided; (iii) give written notice to the Owner, mailed to his last known address or posted on the door of the Owner's Unit, that in the event payment of such assessment, together with accrued interest, is not paid in full within thirty (30) days from the date of such notice, then the express contractual assessment lien herein created shall be filed and, at the option of the Association, foreclosed. Notice of Sale in the event of foreclosure shall be in accordance with Section 51.002 of the Texas Property Code, as amended, and the President, Secretary, or any other officer of the Association, or one of them, are hereby appointed Trustee of the sale under the terms hereof. The Owner's Unit shall be sold by the Trustee to the highest bidder for cash at the door of the courthouse in El Paso County, Texas; (iv) upon written notice, suspend the right of any such Owner to vote and use the Common Area; or (v) employ any other remedies available at law or equity. The Association shall have the power to bid on the Unit at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. If a delinquent assessment is placed in the hands of an attorney for collection, or if suit is brought thereon, or if collected through probate or other judicial proceedings, there shall be paid to the Association an additional reasonable amount, but not less than fifteen percent (15%) of the amount owing as attorney's fees. Suit to recover a money judgment for delinquent assessments shall be maintainable without foreclosing or waiving the lien securing the same. All such actions may be instituted and brought in the name of the Association and may be maintained and prosecuted by the Association in a like manner as an action to foreclose the lien of a mortgage or deed of trust on real property.

8. **INSURANCE.** The Association shall insure the Common Area, all improvements thereon only. Each Building's insurance shall be the responsibility of each Owner.

8.1 **Cost of Insurance.** The cost of all common area insurance (to include any deductible amount payable in the event of a claim or casualty) shall be a Common Expense of the Condominium.

8.2 **Owner Insurance.** Each Owner and occupant shall obtain and keep in full force and effect, at such Owner's or occupant's sole expense, an insurance policy that covers all improvements for their full insurable value as determined when the policy is issued and renewed, and which provides fire and extended coverage, including windstorm coverage. Further, Each Owner and Occupant shall be exclusively responsible for obtaining and keeping in full force and effect, at such Owner's or Occupant's sole expense, fire and extended coverage insurance on any personal property contained in such Owner's or Occupant's Unit or occupied lease space or located on the Common Area, and on any improvements added to such Owner's or Occupant's Unit or occupied lease space by such Owner or Occupant. However, in no event shall the insurance coverage purchase by the Association be brought into contribution with insurance purchased by any Owner.

Each Owner and occupant shall obtain and keep in full force and effect, at such Owner's sole expense, general comprehensive liability insurance covering his unit in amounts determined by the association from time to time.

8.3 **Waiver of Subrogation.** To the extent possible the Association and each Owner shall obtain insurance coverage which provides that their respective insurance companies shall have no right of subrogation against, as the case may be, the Association and/or the Owner. Accordingly, to the extent the respective parties shall actually collect such insurance, carriers shall have no right of subrogation against such parties.

9. **RECONSTRUCTION/REPAIR OF IMPROVEMENTS.**

9.1 **Restoration of Common Areas.** If reconstruction of the Common Area is to be required, the same shall be accomplished by the Association, and each Owner does hereby irrevocably name, constitute and appoint the Association as his true and lawful attorney-in-fact for the purposes of accomplishing such reconstruction or repair. Such reconstruction or repair shall be substantially in accordance with the original plans and specifications of the Property unless the Association shall decide otherwise.

9.2 **Owner's Repair.** Each Owner shall be responsible for the reconstruction, repair or replacement of his own Building.

9.3 **Condemnation.** In the event of a taking by eminent domain of part or all of the Common Area, the award for such taking shall be payable to the Association, which shall represent the Owners named in the condemnation proceedings. Said award shall be utilized to the extent possible for the restoration, replacement and/or improvement of the remaining Common Area. Any funds not so utilized shall be applied in payment of Common Expense. In the event of a taking by eminent domain of all or a part of a Building, the award made for such taking shall be payable to the Owner of the Unit(s) therein and such Owner's Mortgagee, if any, as their interest may appear.

10. **ADDITIONAL RESTRICTIVE COVENANTS.** The Declarant hereby covenants for each Building and Unit within the Property, and each Owner of a Unit by acceptance of a deed therefore (whether or not expressly stated in such deed) is deemed to covenant and agree to the following restrictive protective covenants with respect to the use of the Property and each Unit:

10.1 **Nuisance.** No nuisance shall be permitted to exist, operate or continue upon any Unit or the Common Area so as to jeopardize property values or to be detrimental to the well-being of the Members.

10.2 **Leasing.** Should any Owner rent or lease all or any portion of such Owner's Unit, or otherwise permit the use or occupancy of such Unit by someone other than such Owner, such rental, lease, use or occupancy shall be subject in all respects to the provision of the Condominium Documents. Any instrument governing such rental, lease, use or occupancy shall provide that the failure of the tenant/user to comply with the terms of the Condominium Documents shall be an event of default. A copy of all such instruments shall be filed with the Association.

10.3 **Second Stories.** No second stories shall be constructed on any improvements located on the Property.

10.4 **Signs.** All signs to be installed on the Property shall be approved, designed and installed by the Association and at the expense of the particular Owner or Lessee of occupied space.

10.5 **Landscaping.** Each Building shall be landscaped and maintained in accordance with the Rules and Regulations established by the Association.

10.6 **Exterior Design Control.** Each Building has been constructed and shall be maintained in accordance with the building specification established by the Association. No improvements, alterations, repairs, change in paint colors, excavations, changes in grade or other work which in any way alters the exterior of the Building or the Common Area or any improvements located thereon from its natural or improved state, existing on the date such property was first conveyed to the Owner other than the Declarant shall be made or done. No building, fence, wall, or other structure shall be commenced, erected, improved, altered, made or done on the Property without the prior approval of the Association.

10.7 **Roof Mounted Air-Conditioning Units/Antennas.** Other than air-conditioning units mounted in the original construction, no roof mounted equipment, including evaporative coolers, refrigeration units, solar units, antennas, or otherwise, shall be permitted on any Building unless completely screened from view of adjacent Buildings or as approved, in writing, by the Association. No satellite dish or antenna shall be permitted on the Buildings or in the Common Area.

10.8 **Resale of Buildings.** The deed or instrument of conveyance transferring title to any Unit shall contain a provision incorporating by reference the covenants and restrictions set forth in this Declaration.

10.9 **Right of First Refusal.** Should any Owner or mortgagee after foreclosure attempt to sell all, or any interest in, such Owner's Unit, the Association and the other Owners shall have the right of first refusal to meet any bona fide offer of sale on the terms and conditions of such offer, and the failure to meet such bona fide offer within thirty (30) after written notice thereof from such Owner or mortgagee

to the Association and other Owners, said Owner or mortgagee shall be free to sell such Unit, or any interest therein, to the third party in accordance with the terms and conditions to the offer. Should the sale to the third party then not be consummated within sixty (60) days, or should the terms and conditions of the offer change, the right of first refusal in favor of the Association and the other Owners shall revive in all respects.

11. MISCELLANEOUS AND GENERAL PROVISIONS.

11.1 Covenants: Duration. Declarant hereby covenants for the Property and for each Unit within the Property, and each Owner of a Unit by acceptance of a Deed therefor, whether or not it shall be so expressed in such Deed, is deemed to covenant and agree, that the terms, conditions and restrictions contained in this Declaration, shall run with and bind the land constituting the Property, and shall inure to the benefit of and be enforceable by the Association or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for an initial term commencing on the effective date hereof and ending thirty (30) years thereafter. Upon the expiration of the initial term, this Declaration shall be automatically extended for successive periods of ten (10) years.

11.2 Amendments/Termination. The covenants and restrictions of this Declaration shall not be amended except by Members having a vote of not less than sixty-seven percent (67%) of the Percentage of Interest, except that any amendment which would have the effect of: (i) changing the permitted use of a Unit, as set forth in Section 4.3, (ii) permitting the construction of more than one (1) story, as prohibited by Section 10.3, (iii) materially and substantially reduce the Common Area or restrict access to any Unit; or (iv) permitting subdivision or partition of a unit, shall require the unanimous vote of all Members if executed before the date ten (10) years after the effective date of this Declaration. Provided, however, that no amendment of the declaration may alter or destroy a unit or limited common element without the consent of the Owners affected and the Owners' first lien mortgages.

The covenants and restrictions of this Declaration may be terminated only by an instrument signed by all of the Members and properly recorded in the Official Records of El Paso County, Texas.

11.3 Interpretation. If this Declaration or any word, clause, sentence, paragraph or any part thereof shall be susceptible of more than one or conflicting interpretations, then the interpretation which is most nearly in accordance with the general purposes and objective of this Declaration shall govern. Paragraph titles used in this Declaration are for convenience of reference and are not intended to limit, enlarge or change the meaning of the contents of the various paragraphs.

11.4 Omissions. If any punctuation, word, clause, sentence or provision necessary to give meaning, validity or effect to any other word, clause, sentence, or provision appearing in this Declaration shall be omitted herefrom, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provision shall be supplied by inference.

11.5 Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, certified

mail, to the last known address of the person or entity who appears as Member or Owner on the records of the Association at the time of such mailing, or to the municipal address assigned to the Building owned by such Member or Owner.

11.6 Gender and Grammar. The singular, whenever used herein, shall be construed to mean the plural, when applicable, and the necessary grammatical change required to make the provisions hereof apply either to corporations or individuals, males or females, shall in all cases be assumed as though in each case fully expressed.

11.7 Severability. Invalidation of any one or more of the covenants, restrictions, conditions or provisions contained in this declaration, or any part thereof, shall in no manner affect the validity or enforceability or any of the other covenants, restrictions, conditions, or provisions hereof, which shall remain in full force and effect.

11.8 Enforcement. The Association, any Owner, Occupant, or first Mortgagee, as their respective interest may appear, shall have the right to enforce, by any proceeding in law or in equity, all the restrictions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter. The prevailing party in any enforcement proceedings shall be entitled to recover reasonable attorney's fees and court costs.

IN WITNESS WHEREOF, the undersigned, being the Declarant acting each of its venturers, has executed this Declaration to be effective this the 18th day of December, 1991.

O.P. INVESTMENTS JOINT VENTURE

By: Oscar E. Perez MD
OSCAR E. PEREZ, M.D., Venturer

STATE OF TEXAS §
COUNTY OF EL PASO §

This instrument was acknowledged before me on this 18th day of December, 1991, by OSCAR E. PEREZ, M.D., Venturer of O.P. INVESTMENT JOINT VENTURE, a Texas Joint Venture, on behalf of said joint venture.

My Commission Expires:
1-31-95

Rosemary Placencia
NOTARY PUBLIC in and For
The State of Texas

O.P. INVESTMENTS JOINT VENTURE

By: Daniel G. Vogeweide
DANIEL G. VOGLEWEDE, M.D.,
Venturer

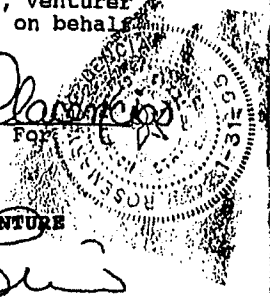
STATE OF TEXAS §
COUNTY OF EL PASO §

This instrument was acknowledged before me on this 19th day of December, 1991, by DANIEL G. VOGLEWEDE, M.D., Venturer of O.P. INVESTMENT JOINT VENTURE, a Texas Joint Venture, on behalf of said joint venture.

My Commission Expires:

1-31-95

Rosemary Plank
NOTARY PUBLIC In and For
The State of Texas



O.P. INVESTMENTS JOINT VENTURE

By: [Signature]
ABOUBAKR A. BAKR, M.D. VENTURER

STATE OF TEXAS §
COUNTY OF EL PASO §

This instrument was acknowledged before me on this 20 day of November, 1992, by ABOUBAKR A. BAKR, M.D., Venturer of O.P. INVESTMENT JOINT VENTURE, a Texas Joint Venture, on behalf of said joint venture.

My Commission Expires:

6-21-95

Martha B. Valles
NOTARY PUBLIC In and For
The State of Texas

O.P. INVESTMENTS JOINT VENTURE

By: [Signature]
HENRY PAYNE, M.D., Venturer

STATE OF TEXAS §
COUNTY OF EL PASO §

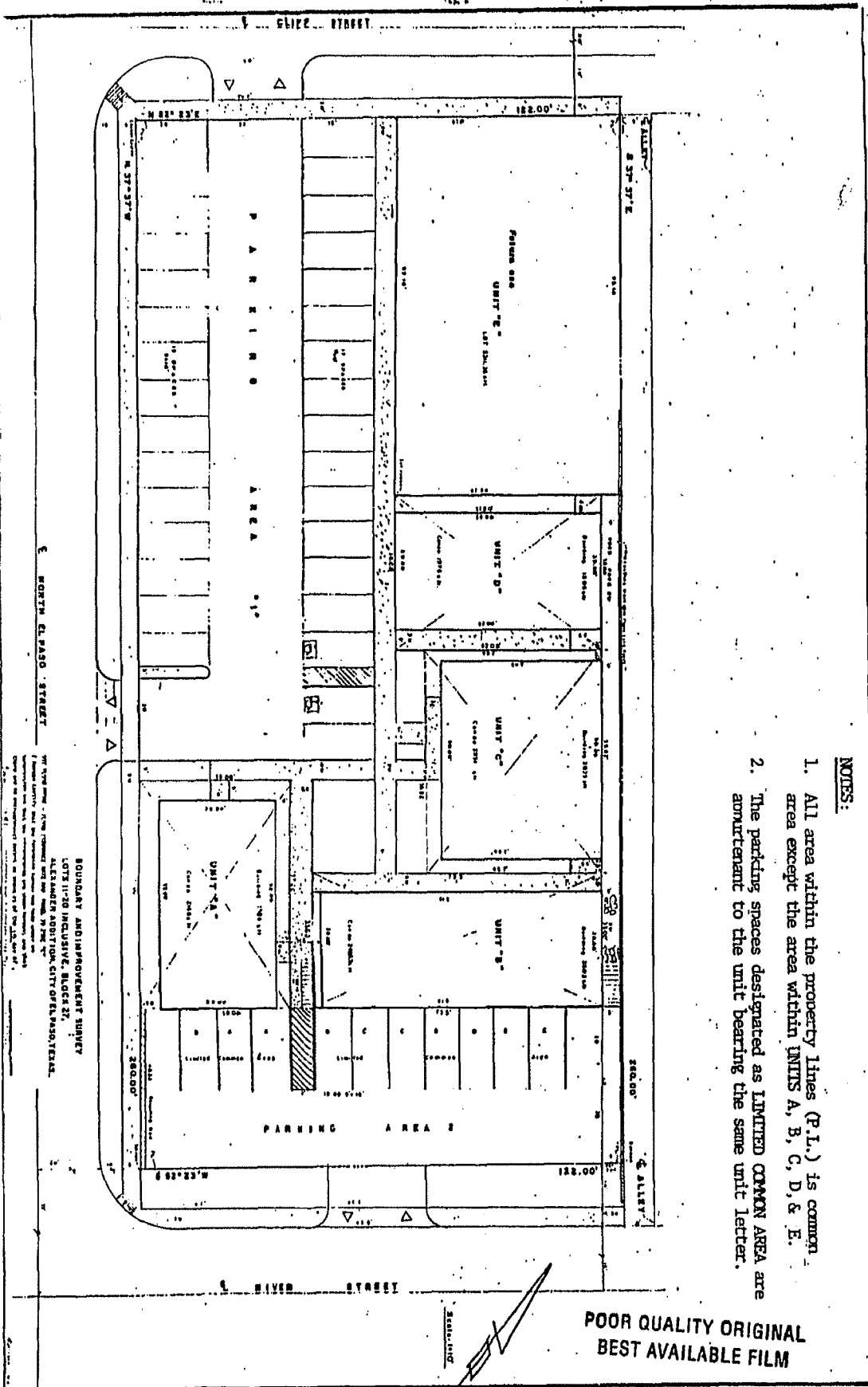
This instrument was acknowledged before me on this 2nd day of August, 1992, by HENRY PAYNE, M.D., Venturer of O.P. INVESTMENT JOINT VENTURE, a Texas Joint Venture, on behalf of said joint venture.

My Commission Expires:

8/31/92

[Signature]
NOTARY PUBLIC In and For
The State of Texas

EXHIBIT A



NOTES:

1. All area within the property lines (P.L.) is common area except the area within UNITS A, B, C, D, & E.
2. The parking spaces designated as LIMITED COMMON AREA are appurtenant to the unit bearing the same unit letter.

POOR QUALITY ORIGINAL
BEST AVAILABLE FILM

BOUNDARY AND IMPROVEMENT SURVEY
 LOTS 11-28 INCLUSIVE, BLOCK 27,
 42nd ADDITION, CITY OF EL PASO, TEXAS.
 SURVEY MADE BY JOHN W. BROWN, JR., SURVEYOR,
 EL PASO, TEXAS, IN ACCORDANCE WITH THE
 PROVISIONS OF THE SURVEYING ACT OF 1909,
 AS AMENDED, AND THE RULES AND REGULATIONS
 OF THE BOARD OF SURVEYING AND MAPPING,
 EL PASO, TEXAS, IN 1954.

2391-0938

DESCRIPTION OF CONDOMINIUM UNIT "A". Being portion of Lots 17, 18, and 19, all in Block 27, Alexander Addition, El Paso, El Paso County, Texas.

Metes and Bounds description more particularly described as follows:

A line from the south corner of Lot 20 bears North 37° 37' West, 40.0 feet along the westerly line of said lots to south corner of Unit "A", and being the POINT OF BEGINNING of this description:

THENCE, North 37° 37' West, 57.00 feet along westerly line of lots to point for west corner.

THENCE, North 52° 23' East, 38.00 feet along southerly line of 5 foot sidewalk to point for north corner.

THENCE, South 37° 37' East, 57.00 feet along west line of 5 foot sidewalk to point for east corner.

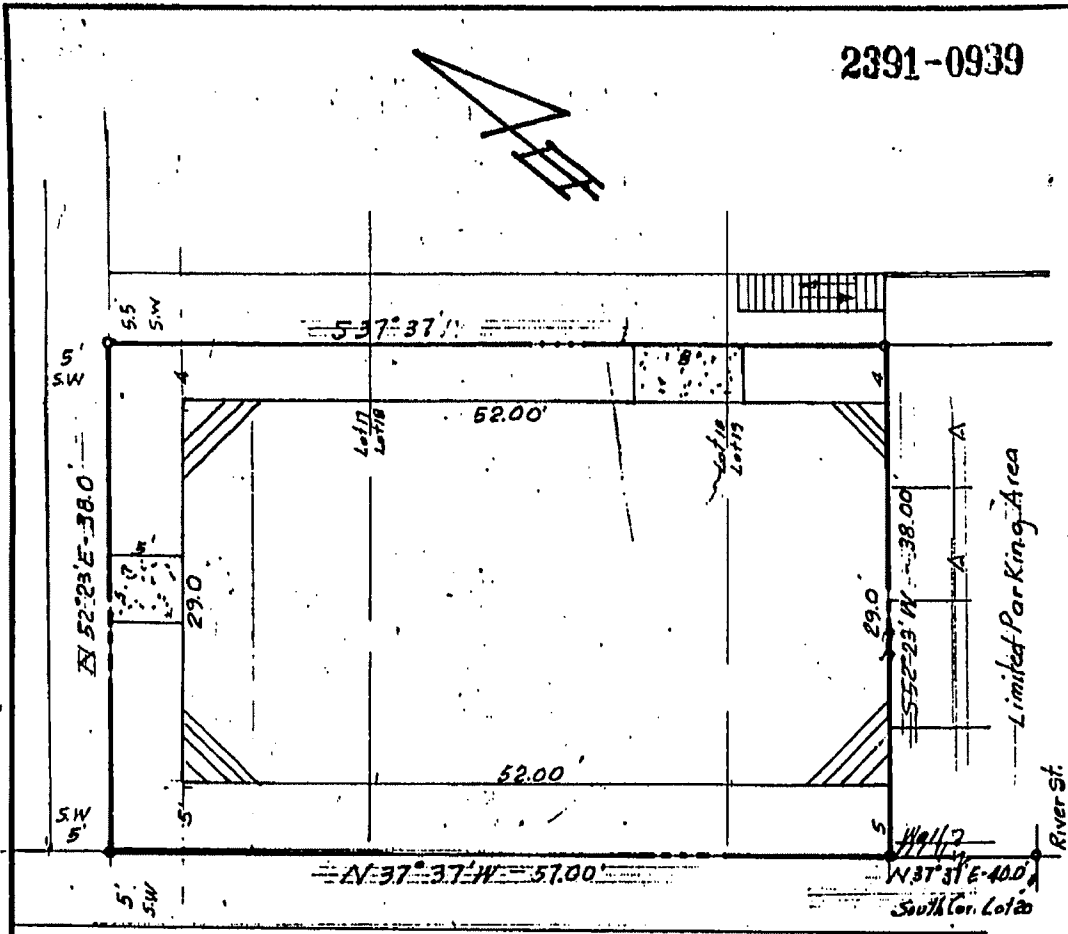
THENCE, South 52° 23' West, 38.00 feet along south line of building to POINT OF BEGINNING.

And said condominium area "A" containing 2166 square feet of land.

Prepared by:
Perez & Associates
El Paso, Texas
January 23, 1991
Updated: November 20, 1991
NP: tm

POOR QUALITY ORIGINAL
BEST AVAILABLE FILM

2391-0939



**MINIMAL FLOODING
ZONE "C" PANEL 39 FLOOD INSURANCE RATE MAP**

Survey of Condominium Unit "A", being portion
of Lots 17, 18 and 19, Block 27, Alexander
Addition. 1400 N. El Paso Street

El Paso, Texas

Scale: 1" = 10'

PEREZ & ASSOCIATES
Consulting Engineers

El Paso

Texas

Field: Office: *NP* Date: *11/20/91* Revised:

DESCRIPTION OF CONDOMINIUM UNIT "B". Being the portions of Lots 19 and 18, Block 27, Alexander Addition, El Paso, El Paso County, Texas.

Metes and Bounds description more particularly described as follows:

A line from the east corner of Lot 20, said point being on the intersection of the north ROW line of River street and the westerly line of a 16 foot alley; North $37^{\circ} 37'$ West, 40.0 feet along said easterly line of alley and South $52^{\circ} 23'$ West, 5.0 foot to east corner of Building "B" (see sketch), and being the POINT OF BEGINNING:

THENCE, South $52^{\circ} 23'$ West, 73.5 feet along south line of Building "B" to point for south corner.

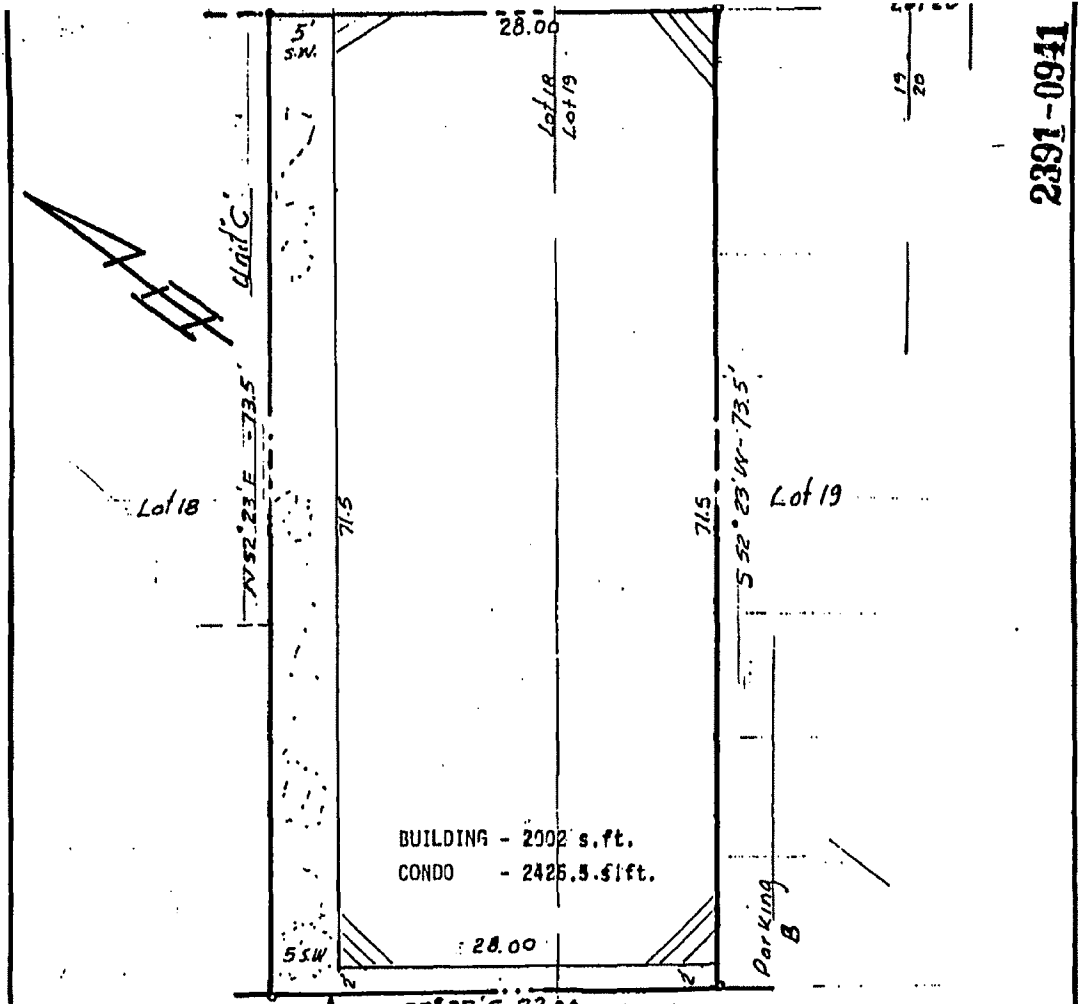
THENCE, North $37^{\circ} 37'$ West, 33.00 feet along easterly line of 5 foot sidewalk.

THENCE, North $52^{\circ} 23'$ East, 73.5 feet to point for north corner.

THENCE, South $37^{\circ} 37'$ East, 33.00 feet to POINT OF BEGINNING.

And said condominium area being 2426 square feet more or less.

Prepared by:
Perez & Associates
El Paso, Texas
January 23, 1991
Revised: 5/23/91
Revised: 11/20/91
NP:tm



2391-0941

BUILDING - 2002 s.ft.
 CONDO - 2425.5 s.ft.

MINIMAL FLOODING
 ZONE "C" PANEL 39 FLOOD INSURANCE RATE MAP

Survey of condominium Unit "B", being portions of Lots 19 and 18, Block 27, Alexander Addition, 1400 N. El Paso Street	
El Paso, Texas	Scale: 1" = 10'
PIREX & ASSOCIATES Consulting Engineers	
El Paso	Texas
Field: Office: <i>AP</i> Date: <i>11/20/91</i> Revised:	

DESCRIPTION OF CONDOMINIUM UNIT "C", Being portions of Lots 16 and 17
18, Block 27, Alexander Addition, El Paso County, Texas.

Metes and Bounds description more particularly described as follows:

A line from the east corner of Lot 20; said point being the intersection of the northerly ROW line of River Street and the westerly line of a 16 foot alley; bears North 37° 37' West, 73.00 feet and South 52° 23' West, 5.0 foot to east corner of Condo area "C", (see sketch), and being the POINT OF BEGINNING:

THENCE, South 52° 23' West, 45.7 feet to point for south corner.

THENCE, North 37° 37' West, 55.82 feet to point for west corner.

THENCE, North 52° 23' East, 45.7 feet to point for north corner.

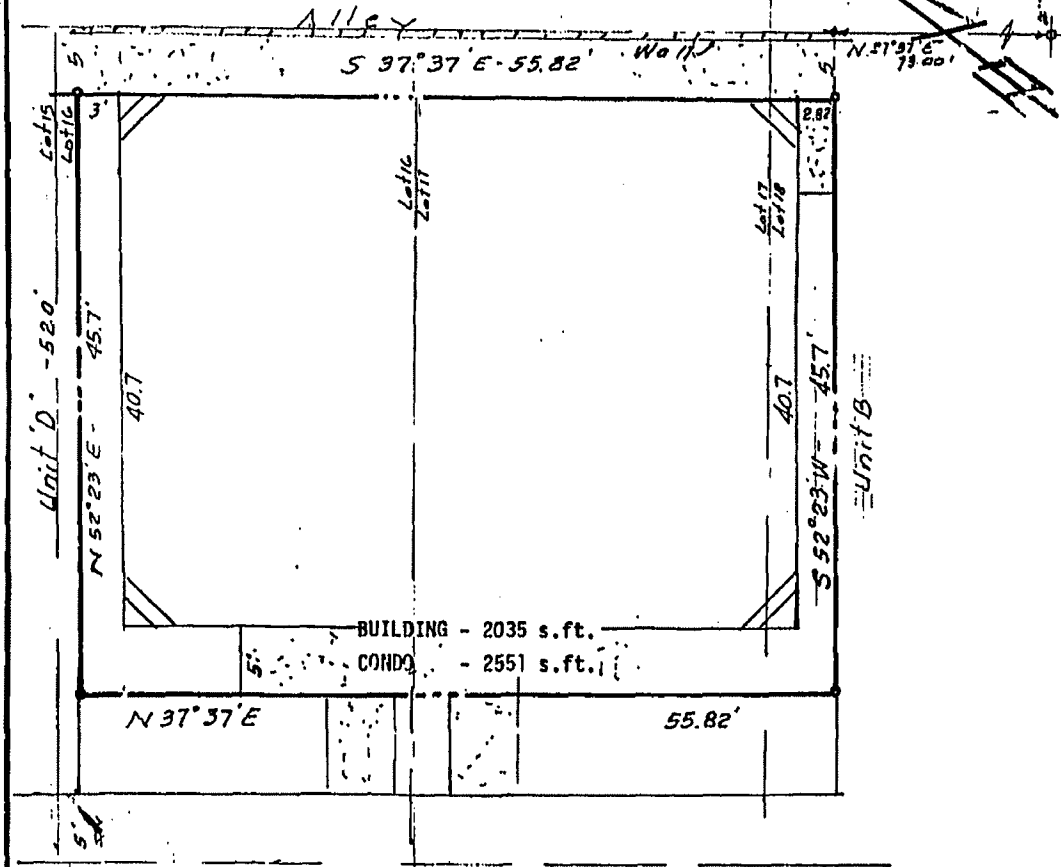
THENCE, South 37° 37' East, 55.82 feet to POINT OF beginning.

And said condominium area "C" containing 2504.36 square feet of area more or less.

Prepared by:
Perez & Associates
El Paso, Texas
January 24, 1991
Updated: November 20, 1991
NP:tm

2391-0943

North Corner Lot 20



**MINIMAL FLOODING
ZONE "C" PANEL 39 FLOOD INSURANCE RATE MAP**

Survey of condominium Unit "C"; being portions of Lots 16, 17 and 18, Block 27, Alexander Addition. 1400 N. El Paso Street	
El Paso, Texas	Scale: 1" = 10'
FREE & ASSOCIATES Consulting Engineers	
El Paso	Texas
Field:	Office: <i>NP</i> Date: <i>11/20/91</i> Revised:

DESCRIPTION OF CONDOMINIUM UNIT "D". Being portion of Lots 14 and 15
16, Block 27, Alexander Addition, El Paso, El Paso County, Texas.

Metes and Bounds description more particularly described as follows:

A line from the east corner of Lot 20, said point being on the intersection of the north ROW line of River street and the westerly line of a 16 foot alley; bears North $37^{\circ} 37'$ West, 128.82 feet and South $52^{\circ} 23'$ West, 5.0 foot to east corner of Condo area "D", (see sketch), and being the POINT OF BEGINNING:

THENCE, South $52^{\circ} 23'$ West, 52.00 feet to point for south corner.

THENCE, North $37^{\circ} 37'$ West, 38.00 feet along easterly line of 5 foot sidewalk.

THENCE, North $52^{\circ} 23'$ East, 52.00 feet to point for north corner.

THENCE, South $37^{\circ} 37'$ East, 38.00 feet to POINT OF BEGINNING.

And said condominium area "D" being 1976 square feet of area more or less.

Prepared by:
Perez & Associates
El Paso, Texas
January 23, 1991
Updated: November 20, 1991
NP: tm

DESCRIPTION OF CONDOMINIUM UNIT "E" (Future Development Site), Being the easterly portion of Lots 11, 12, 13 and of the northerly 15.18 feet of Lot 14, all in Block 27, Alexander Addition, El Paso, El Paso County, Texas.

Metes and Bounds description more particularly described as follows:

Beginning at the north corner of Lot 11, Block 27, said point being the intersection of south ROW line of Cliff street and westerly line of 16 foot alley and said point being the POINT OF BEGINNING:

THENCE, South $37^{\circ} 37'$ East, 93.18 feet along said westerly line of alley to point for east corner.

THENCE, South $52^{\circ} 23'$ West, 57.0 feet to point of south corner.

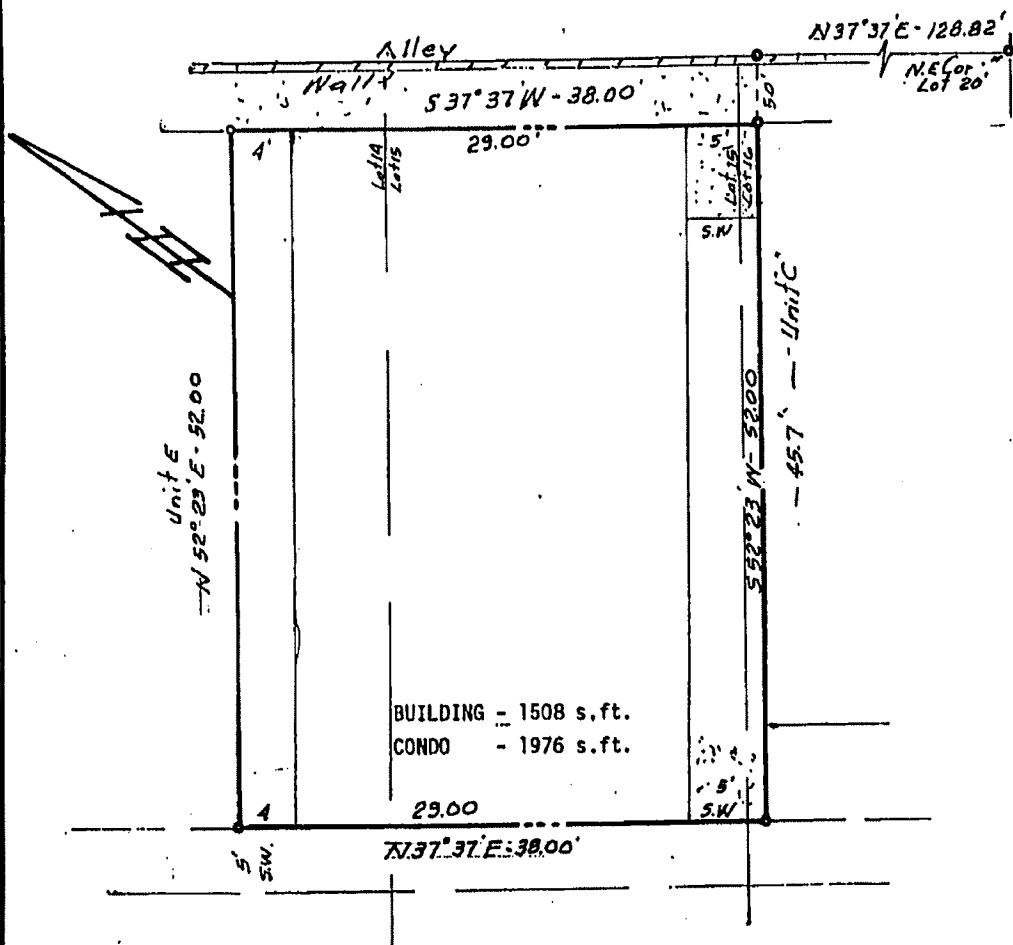
THENCE, North $37^{\circ} 37'$ West, 93.18 feet to point for west corner.

THENCE, North $52^{\circ} 23'$ East, 57.0 feet along southerly line of 5.0 foot sidewalk to POINT OF BEGINNING.

And said "Future Condominium Area F" being 5311.25 square feet of area more or less.

Prepared by:
Perez & Associates
El Paso, Texas
January 23, 1991
Updated: November 20, 1991
NP: tm

2391-0946

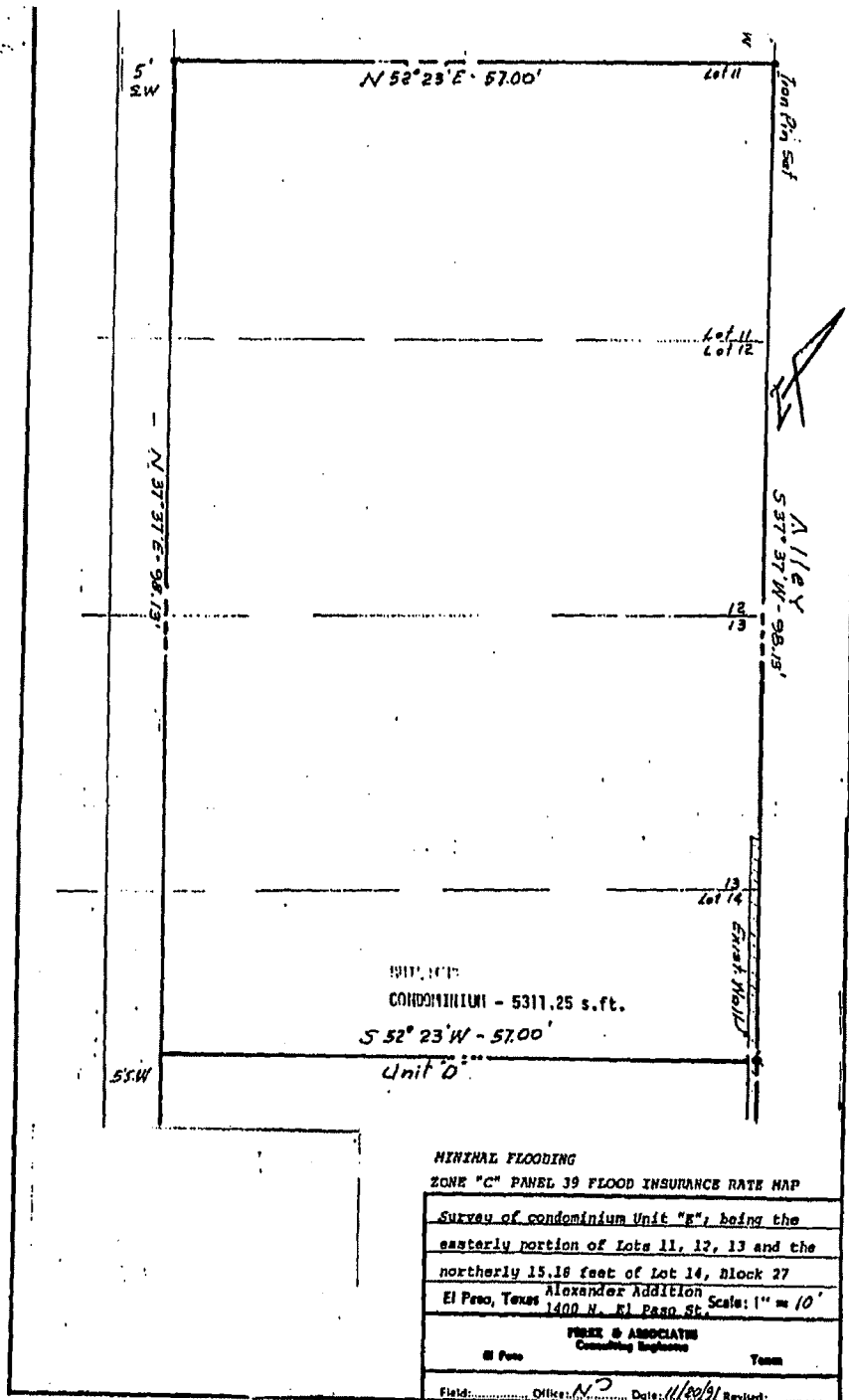


MINIHAL FLOODING
 ZONE "C" PANEL 39 FLOOD INSURANCE RATE MAP

Survey of condominium Unit "D", being portion
 of Lots 14, 15 and 16, Block 27, Alexander
 Addition. 1400 N. El Paso Street
 El Paso, Texas Scale: 1" = 10'

PEREZ & ASSOCIATES
 Consulting Engineers
 El Paso Texas

Field: Office: *AP* Date: *1/20/91* Revised:



2391-0947

Description of Lots 11-20 Inclusive, Block 27, Alexander Addition,
City of El Paso, El Paso County, Texas.

Metes and Bounds description more particularly described as follows:

A line from the intersection of centerline of River and center-
line North El Paso streets, bears North 37° 37' West, 35.0 feet
and North 52° 23' East, 35.00 feet to south corner Lot 20, Block
27 and being POINT OF BEGINNING.

THENCE, North 37° 37' West, 260.00 feet along east ROW line
of North El Paso street to point for west corner.

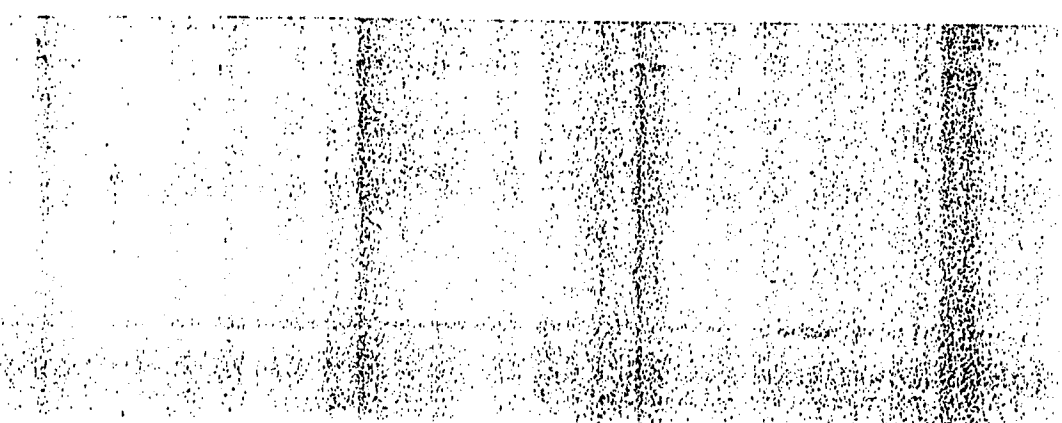
THENCE, North 52° 23' East, 122.00 feet along south ROW line of
Cliff street to point for north corner.

THENCE, South 37° 37' East, 260.00 feet along westerly line of
16 feet alley to point for east corner.

THENCE, North 52° 23' West, 122.00 feet along north ROW River
street to POINT OF BEGINNING.

And said area containing 31,720 square feet or 0.7282 acres of land
more or less.

Prepared by:
Perez & Associates
El Paso, Texas
January 23, 1991



Description of common areas within property lines of Lots 11-20 inclusive, Block 27, Alexander Addition, El Paso, Texas, El Paso County, Texas. The areas consist of parking areas, certain planting and sidewalks, as listed below:

- Area 1. Parking and Sidewalks - Located on the westerly 65.0 feet of Lots 11-16 inclusive; portions of Lots 16, 17, 18, and 19. (see reduced scale plat) being 11,000 square feet.
 - Area 2. Parking - South 12 feet of Lot 19, and all of Lot 20. (see reduced scale plat) being 4,880 square feet.
 - Area 3. Common areas of ^{planting}plating being 788 square feet.
- Total 16,668 square feet.

Prepared by:
Perez and Associates
El Paso, Texas
January 18, 1991

Description of open areas of responsibility outside the property lines of Lots 11-20 Inclusive, Block 27, Alexander Addition, City of El Paso, El Paso, County, Texas. These areas contain generally 15 feet wide, (including sidewalks and disabled access ramps and parking (between area curb and sidewalk line) generally adjacent and parallel as follows:

1. 122.0 feet adjacent and parallel to north line of River street between North El Paso street and alley east of El Paso street.
2. 260.0 feet adjacent and parallel to east ROW line of north El Paso street between River and Cliff street.
3. 122.0 feet adjacent and parallel to south ROW of Cliff street, between north El Paso street and alley east of said street.

And said areas containing 4144 square feet.

Prepared by:
Perez and Associates
El Paso, Texas
January 18, 1991

EXHIBIT B
MEDICAL PLAZA OFFICE CONDOMINIUM DECLARATION

<u>UNIT</u>	<u>UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS APPURTENANT TO SUCH UNIT</u>
Building/Unit A	15%
Building/Unit B	17%
Building/Unit C	17.6%
Building/Unit D	13.7%
Building/Unit E	36.7%

2391-0952

059857
INDEX FOR RECORD
CLERK'S OFFICE

JAN 21 PM 4 45

COUNTY CLERK
EL PASO COUNTY, TEXAS

Olivia Padilla

IF PROVISION HEREIN WHICH RESTRICTS
THE SALE, RENTAL, OR USE OF THE
DESCRIBED REAL PROPERTY BECAUSE OF
COLOR OR RACE IS INVALID AND UNEN-
FORCEABLE UNDER FEDERAL LAW

CLERK

COUNTY OF EL PASO

Notary certify that this instrument was filed on 2
and time stamped herein by me and was ab-
sented in the volume and page of the Official Public
Records of Real Property El Paso County, Texas.

JAN 21 1992



CLERK, EL PASO COUNTY, TEXAS

HCS