



**Declaration
of
Covenants, Conditions, Restrictions and Easements**

This Declaration of Covenants, Conditions, Restrictions and Easements ("Declaration") is made as of January 31, 2019, by **Respco, LLC**, a Texas limited liability company ("Declarant").

Conceptual Introduction

The Cimarron Pointe Professional Business Park development (the "Development") is contemplated as a multi-building office project to be located on the following site (approximately 2 acres gross size) commonly known as 6301 Northern Pass Drive in El Paso –

Lot 1, Block 1, CIMARRON SAGE COMMERCIAL PARK UNIT TWO, an Addition to the City of El Paso, El Paso county, Texas, according to the plat thereof on file under Clerk's File No. 20120012026, Real Property Records, El Paso County, Texas.

All proposed buildings will be designed to create a sense of place – consistent with the neighboring Cimarron neighborhood community and blended in color and theme with the surrounding Franklin Mountains desert environment – and each structure will complement the overall consistent look, theme and first-class appearance of Cimarron Pointe.

Background Recitals

A. As the Owner of the Development, Declarant intends to cause the Development to be designed, constructed and developed conceptually as an integrated office campus and or commercial retail complex to be commonly known as *Cimarron Pointe*. The standards for buildings to be constructed within the Development must meet and comply with (i) the terms and conditions set forth in this Declaration, (ii) the applicable requirements of the City of El Paso, and (iii) the commercial design guidelines in place for the overall Cimarron community set out in the Declaration of Use Restrictions and Development Conditions recorded as **Document No. 20170094434**, Real Property Records of El Paso County, Texas (the "Cimarron Restrictions"). A conceptual site plan for the Development is attached as Exhibit A (the "Site Plan").

C. Declarant may from time to time transfer fee simple title to all or portions of the Development to third parties, and prior to so doing, desires (i) to establish and subject each portion of the Development to the easements, covenants, conditions, restrictions, reservations, assessments, liens and development standards set forth herein, (ii) to provide for the use and maintenance of the Development as an integrated development, (iii) to enhance and protect the value and desirability of the Development by encouraging the development of attractive improvements (consistent with the architectural themes and standards of the *Cimarron Pointe* park) at appropriate locations, preventing haphazard or inharmonious development, assuring adequate ingress and egress to and from the Development and adjacent public rights-of-way (including specifically, Northern Pass Drive and Paseo del Norte), providing for adequate on-site parking, on-site loading and on-site drainage facilities, assuring the installation and maintenance of attractive landscaping, assuring appropriate lighting, and otherwise regulating the development, use and operation of the Development, and (iv) to authorize a Manager for the administration and implementation of this Declaration and the purposes set forth herein.



NOW, THEREFORE, Declarant hereby declares, for itself and all subsequent Owners, that the Development and all portions thereof are now held and shall from and after the date hereof be acquired, held, conveyed, encumbered, leased, used, occupied and improved subject to the covenants, conditions, restrictions, easements, assessments, liens and development standards set out in this Declaration.

ARTICLE I DEFINITIONS

When used in this Declaration, the following capitalized terms shall have the following meanings:

1.1 "Access Drive(s)" means the central accessway leading into the Development from Northern Pass Drive and Paseo del Norte, and all aisles and ancillary driveway corridors that provide access to the Parcels from public rights-of-way adjacent to the Development. The Access Drives are intended to be paved and used for purposes of vehicular access, ingress and egress.

1.2 "Building(s)" means all buildings or other structures intended for occupancy and constructed on a Parcel within the "Building Envelopes" shown of the Site.

1.4 "City" means the City of El Paso and departments and agencies.

1.5 "Common Areas" means those portions of the Development outside the exterior walls of the Buildings that are available, in accordance with the terms of this Declaration, for the nonexclusive use, convenience and enjoyment of all Owners and their Permittees, including those portions of the Development intended for use as Access Drives, parking areas, landscaped areas, trash enclosures, walkways and ingress and egress to and from public rights-of-way, as existing from time to time.

1.6 "Developmental Guidelines" means the Cimarron Restrictions and any design or architectural guidelines for the Development that may be adopted by Declarant, or that may be applied under the Cimarron Restrictions or by the City. Among other things, the Developmental Guidelines may impose construction standards that seek to assure design and building of improvements that are compatible in elevation, fixtures and color with other structures within the Development, and establish requirements for the parking of vehicles or screening of exterior components of plumbing, air conditioning, heating, communication systems and the like.

1.7 "Manager" means Declarant or any successor Manager appointed pursuant to paragraph 15.1. The Manager will have such rights and duties as are expressly provided in this Declaration.

1.8 "Monument Sign(s)" means one or more monument signs located in the approximate locations depicted on the Site Plan, to be used for purposes of the identification of businesses operated in the Development as provided in paragraph 2.1(g) and Article 10 hereof.

1.9 "Owner(s)" means Declarant, so long as Declarant owns fee simple title to all or any portion of the Development, and any subsequent holder(s) of fee simple title to each Parcel in the Development; *provided, however*, the term "Owner" shall not include the holder of any lien against or encumbrance on a Parcel, or any tenant or non-Owner occupant.

1.10 "Parcel(s)" means those portions of the Development designated by Declarant as Parcels on a Parcel map, or by the original conveyance of a portion of the Development from Declarant to a third party; *provided, however*, once a Parcel is so established, the Parcel shall not be further subdivided without the prior written consent of the Manager, which consent shall not be unreasonably withheld or delayed so long as such subdivision is contemplated by the Parcel Map or the Site Plan.

1.11 "Permittees" means the Owners and the tenant(s) of a Parcel owner or other lawful occupant(s) of a Parcel, and their respective employees, contractors, customers and invitees.

ARTICLE 2 EASEMENTS

2.1 Grant of Easements. Declarant hereby grants and reserves to each Parcel now existing within the Development or as may hereafter from time to time be established, for the mutual and reciprocal benefit of the Manager, all Owners and the Permittees of the Owners, the following easements over the Common Areas of the Development:

a. Easements for driveway purposes and the reasonable passage of motor vehicles over and across the Access Drives.

b. Easements for reasonable access, ingress and egress over all paved driveways, roadways and walkways as presently or subsequently constructed and constituting a part of the Common Areas, so as to provide for the passage of motor vehicles and pedestrians between all portions of the Common Areas intended for such purposes, and to and from all abutting public streets or rights of way furnishing access to the Parcels.

c. An easement for the reasonable parking of vehicles by Owners and Permittees in parking stalls or spaces in the Common Areas of the Development intended for such purposes; *provided, however*, this easement shall not be deemed to permit cross-parking by the employees of an Owner or the employees of such Owner's Permittees on the Parcel of another Owner, and each Owner covenants to use reasonable steps to limit to its Parcel the parking by such employees (unless otherwise agreed in accordance with subparagraph 4.4(b) hereof). Subject to the requirements of the City and unless otherwise approved by the Manager, each Parcel, when improved, shall contain a sufficient number of parking spaces to satisfy minimum City requirements for the use to be made of such Parcel.

d. Easements for utilities and related services—

i. Subject to the consent of the Manager and the approval of the Owner of the affected Parcel as to the location of each such easement (approval not to be unreasonably withheld or delayed so long as such location is not within 10 feet of a Building constructed or intended to be constructed on the affected Parcel), easements upon, over, above, across, and under the Common Areas of the respective Parcels for the purpose of the construction, use, operation, maintenance, removal, and replacement of water, gas, electric, telephone, and cable

lines, conduits or systems, and similar reasonable and necessary utilities or services, together with reasonable rights of ingress and egress thereto; provided that all such improvements, systems, and structures installed or constructed on another Owner's Parcel shall be installed and maintained below the ground or surface of that Parcel (except for reasonable transformers, utility cabinets and risers that do not obstruct access or visibility). Each Owner agrees to cooperate in the granting of appropriate and proper easements, with respect to the Common areas, to any governmental entity or utility company for underground facilities to serve the Parcel of another Owner.

ii. The Owner of a Parcel shall have the right from time to time to relocate on its Parcel any utility line or facility installed pursuant to the foregoing grant of, provided that such relocation (A) shall be performed only after 30 days' prior notice of such Owner's intention to undertake the relocation to the Owner of each Parcel served by the utility line or facility, (B) shall not unreasonably interfere with or diminish utility service to the Parcel(s) served by the utility line or facility, (C) shall not reduce or unreasonably impair the usefulness or function of the utility line or facility, (D) shall be performed without cost or expense to the Owner of any other Parcel, (E) shall be performed with all due diligence so as to minimize any disruption, and (E) shall provide for the surface of all affected areas to be restored to as good or better condition than existing prior to such relocation. The Owner performing such relocation shall provide as-built plans for all such relocated utility lines and facilities to the Owner(s) of all Parcel(s) served by such utility lines and facilities within 30 days following the date of completion of such relocation.

iii. Work done pursuant to the easements contained in this subparagraph is expressly made subject to the provisions of paragraph 2.2. hereof.

e. Easements for landscape planters, light poles and footings, eaves, canopies, marquees, columns and roof overhangs which may encroach by no more than 2 feet into or upon the Common Areas of an adjoining Parcel.

f. Subject to the consent of the Manager and the approval of the Owner of the affected Parcel as to the extent and duration of any proposed use of the easement (approval shall not to be unreasonably withheld), an easement upon, over, above, and across the Common Areas of each Parcel for the sole purpose of constructing, maintaining or repairing any improvements on a Parcel that may be most advantageously constructed, maintained, repaired or reconstructed from the Parcel of another Owner. Use of this easement shall be minimized to the extent reasonably practicable.

g. An easement in favor of the Manager and the Manager's employees and contractors for purposes of the construction, use, operation, lighting, maintenance, removal and replacement of the Monument Signs, and in favor of each Owner permitted by the Manager to place sign panels thereon, for purposes of the maintenance, removal and replacement of such sign panels, as contemplated in Article 10 hereof.

h. Easements upon, under, over, above, and across the Common Areas of the Development for the diversion, use and/or storage of storm water runoff in a manner consistent with any Master Grading and Drainage Plan for the Development, together with the right to construct, operate, maintain, remove and replace all pipes, mains, and water drainage and storage systems and facilities necessary in connection therewith and approved by the Declarant or the Manager, and reasonable rights of ingress and egress with respect thereto.

i. An easement upon, over, above, and across the Common Areas of the respective Parcels and within any of the landscaped areas adjacent to public streets for purposes of (i) the installation, use, operation, maintenance, repair, removal and replacement of light poles and standards, and associated utilities, for illumination of the parking areas and Access Drives, and (ii) for the installation, use, operation, maintenance, repair, removal and replacement of electrical panels and transformers, utility meters, landscape sprinkler controls, fountain pumps and controls, and similar facilities deemed necessary or desirable by the Manager to serve the Development or portions thereof, all to be placed in locations originally approved by the Manager.

2.2 Reasonable Use of Easements.

a. The easements granted in this Declaration shall be used and enjoyed by each Owner and its Permittees in such a manner as not to unreasonably interfere with or delay the conduct and operations of the business of any other Owner or its Permittees at any time conducted on its Parcel, including, without limitation, public access to and from the business.

b. The easements granted herein are nonexclusive, and each Owner shall have the right to use and occupy all or any portion of the Common Areas of such Owner's Parcel for any use or purpose not inconsistent with such easements and this Declaration.

2.3 No Dedication or Grant to Public. Nothing contained in this Declaration shall constitute or be construed as a dedication of any easement or fee interest in favor of the public, any governmental entity or any other person or entity. The easements granted herein are limited to the Declarant, the Manager, the Owners, and the Permittees of Owners and are not in favor of the public.

ARTICLE 3 BUILDING ENVELOPES

3.1 Building Envelopes. All Buildings shall be constructed or placed upon the respective Parcels only within Building Envelopes. All construction within Building Envelopes shall conform with the provisions of this Declaration and with all applicable laws, rules, ordinances, and regulations of the City and of any other governmental body having jurisdiction over the Development.

3.2 Maximum Building Coverage. Notwithstanding the size of the Building Envelopes, if any, indicated on the Site Plan, the total square footage of floor area of all Buildings to be constructed within the Building Envelope on any Parcel shall be subject to the prior written approval of the Manager, or may be established by Declarant in a written supplement hereto.

ARTICLE 4 COMMON AREAS

4.1 Use and Configuration of Common Areas. All Common Areas as exist from time to time shall be used exclusively for the uses and purposes specified in this Declaration, for ingress, egress and vehicular and pedestrian access and circulation between the Parcels and adjacent public rights-of-way, for vehicular parking, for loading and unloading of commercial and other vehicles and the servicing and supplying of businesses in the Development, for the comfort and convenience of Owners and their Permittees, and for any other use approved by

the Manager and, if required, by the City or any governmental authority having jurisdiction over the Development. Except as otherwise provided herein, the size, configuration and arrangement of the Common Areas and all improvements and facilities constructed thereon, including, without limitation, Access Drives, parking areas and spaces, patterns of traffic flow, entrances and exits, and location of trash enclosures, shall be subject to the prior written approval of the Manager.

4.2 No Obstructions. No permanent improvement that could constitute a barrier shall be constructed or placed by an Owner in the Common Areas of the Owner's Parcel or upon or along any of the common boundary lines thereof, if the object interferes with the Access Drives or otherwise materially adversely affects the parking configuration, vehicular and pedestrian circulation, or access in and through the Common Areas of the entire Development as reasonably determined by the Manager. Temporary structures and barricades may be installed in connection with the construction of permanent improvements on the Parcels or the maintenance or repair of the Access Drives subject to the prior written consent of the Manager.

4.3 Possession of Common Areas. The Owners and their respective Permittees shall jointly enjoy possession of the Common Areas in accordance with and subject to the terms of this Declaration. The Manager reserves the right to remove, exclude and/or restrain by appropriate means any person who is using or occupying the Common Areas in an unauthorized manner, as determined in the reasonable discretion of the Manager.

4.4 Parking.

a. All parking of motor vehicles by Owners and their respective Permittees in the Common Areas shall be in accordance with striping indicated thereon. No portion of the parking facilities upon the Common Areas of the Parcel shall be designated as "reserved" by the Owner thereof without the prior written consent of the Manager (excluding parking reserved for the handicapped if required by applicable governmental authority).

b. As further provided in subparagraph 2.1(c) hereof, each Owner shall use reasonable efforts to restrict parking by the employees of such Owner and its Permittees to such Owner's Parcel.

4.5 Waste or Nuisance. No trash or debris will be placed or permitted to accumulate on any portion of the Development for any unreasonable length of time, and no obnoxious or offensive odors shall be permitted to arise from any portion of the Development. No public or private nuisance shall be permitted in any portion of the Development.

4.6 Rules and Regulations. The Manager may at any time and from time to time by written notice to all Owners establish and thereafter supplement, modify and amend, reasonable and nondiscriminatory rules and regulations for the use of the Common Areas, which shall be complied with by all Owners and their respective Permittees.

ARTICLE 5 DEVELOPMENT CONTROL

5.1 Manager Review and Approval. The Manager shall review and shall have the right to reasonably approve construction and development plans of an Owner in order to achieve and maintain a harmonious and uniform quality of development for all Parcels within the Development.

5.2 Submission of Plans. Prior to construction of any Building or other improvement on a Parcel, including, without limitation, exterior alterations or additions to existing Buildings, or reconstruction following casualty, the Owner thereof shall submit to the Manager for reasonable approval preliminary plans for all proposed improvements to such Owner's Parcel, including, without limitation, all plans for Buildings, grading and drainage, elevations, exterior colors and materials, signage, parking, exterior lighting and landscaping. All preliminary construction plans shall conform to the requirements hereof and to the Developmental Guidelines.

5.3 Approval. If, within 30 days from the date of submission, the Manager does not object to, require additional information concerning, or make a proposal that would add to or modify such preliminary plans, the preliminary plans will be deemed satisfactory for further development. Subject to the provisions of this Declaration, approval of the preliminary plans by the Manager shall not be unreasonably withheld so long as the plans are in conformance with the Developmental Guidelines.

5.4 Building Height Restriction. Unless otherwise approved by the Manager, no Building or other structure constructed in the Development shall exceed 1 story in height; *provided, however,* one or more parapet-style structures may be incorporated as part of a decorative feature of a Building as contemplated in the Site Plan.

ARTICLE 6 PARCEL CONSTRUCTION

6.1 Initial Construction. Once construction is commenced (following approval by the Manager of the preliminary plans and final working drawings, plans and specifications for the initial construction of Buildings and improvements on a Parcel), the Owner of such Parcel shall proceed to construct or cause to be constructed such Buildings and improvements with reasonable diligence, at such Owner's sole cost and expense. All construction on a Parcel shall be completed within 12 months from the date of commencement of such construction, unless otherwise agreed by the Manager.

6.2 Initial Construction of Common Areas. Notwithstanding the foregoing provisions of this Declaration to the contrary, in order to achieve architectural harmony, uniformity of appearance and coordination of the initial construction of improvements to the Common Areas of the Development, in connection with the initial construction of Building(s) and other improvements on a Parcel by an Owner in accordance herewith, the Manager may undertake the responsibility for the construction of all or any portion of the Common Area improvements for such Parcel on such terms and conditions as the Manager and such Owner shall mutually agree in writing. It is anticipated that certain Common Area improvements will be constructed by an Owner or Manager on a Parcel prior to the full development or sale of such Parcel, provided, that no Owner shall construct Common Area improvements on another Owner's Parcel without the consent of the Manager and not less than 30 days' notice of intent to construct such improvements to the Owner of the Parcel. Consequently, each Owner of a Parcel on which Common Area improvements are constructed by the Manager or another Owner shall pay to the constructing party all reasonable expenses incurred by the constructing party in connection with such Common Area improvements, including engineering and architectural fees, governmental permit fees, and construction costs; such payment shall be due upon the later to occur of (a) commencement of construction of Building improvements on the Owner's Parcel, or (b) completion of the Common Area improvements by the constructing party.

6.4 General Provisions Regarding Construction. All construction, alteration or repair work undertaken by an Owner shall be accomplished in a reasonably expeditious and efficient manner, in accordance with all applicable statutes, codes, ordinances or other regulations, and in a good and workmanlike manner using first-class materials, free and clear of mechanics' and materialmen's liens and encumbrances.

6.5 Covenant to Maintain. Each Owner covenants to operate, maintain and repair, at its sole cost and expense, all Buildings and Common Areas and landscaping located on its Parcel in good order, condition and repair, in a manner consistent with first-class neighborhood retail and/or office developments in the City.

6.6. Trash Facilities. Each Owner shall construct within the Common Areas of such Owner's Parcel in a location approved by the Manager trash facilities and receptacles ("Trash Facilities") for the exclusive use and benefit of such Parcel and the containment of garbage, trash and refuse generated by the business conducted on such Parcel. Each Owner shall be solely responsible for all maintenance and clean-up for such Owner's Trash Facilities and shall pay all direct costs for garbage service.

6.7. Damage or Destruction of Buildings. In the event of any damage or destruction of a Building within the Development, the Owner of the subject Parcel shall have all due diligence, and at its sole cost and expense, either (a) repair, restore and rebuild the Building to its condition existing prior to such damage or destruction, subject to the provisions hereof, or with such changes, alternations or additions as shall have been approved in advance by the Manager in accordance with Article 5 hereof, or (b) tear down and remove all portions of such damaged or destroyed Building and related improvements, including the debris resulting there from, and otherwise clean and restore the area affected by such casualty to a level and clean condition.

ARTICLE 7 MANAGER OBLIGATIONS

7.1 Maintenance Obligations of Manager. The Manager, at the cost and expense of the Owners as set forth in paragraph 7.2 below, shall perform or cause to be performed, the following items of repair and maintenance in the Development in a manner consistent with first-class neighborhood retail and/or office developments in the City.

a. Maintenance, repair and illumination of all Monument Signs; *provided, however,* fabrication, installation, repair and maintenance of the sign panels on Monument Signs shall be the individual responsibility of the respective Owners permitted to maintain such sign panes thereon, as further provided in Article 10 hereof.

b. Maintenance and repairs of Buildings and Common Areas in the event that Owner(s) should fail to fulfill the terms of the covenant to maintain them in accordance with paragraph 6.5 above.

7.2. Assessments by Manager. All reasonable costs and expenses incurred by the Manager for the benefit of the Development in accordance with the provisions of this Declaration and which are not otherwise allocated to a specific Owner hereunder, including, without limitation, a reasonable management fee for supervision and overhead not to exceed 10% of the total of such costs and expenses, shall be a continuing lien and assessment against the Parcels governed by Article 8 hereof, and shall be assessed against each Owner and its

respective Parcel in the same proportion as the gross square footage of land area of such Owner's Parcel bears to the total gross square footage of land area in the Development. Notwithstanding the foregoing to the contrary, it is acknowledged that (a) no portion of any such assessment pertaining to the costs and expenses incurred by the Manager under paragraph 7.1(a) hereof shall be payable by an Owner under this paragraph 7.2 until the earlier to occur of substantial completion of a Building on such Owner's Parcel or the expiration of 12 months following the commencement of construction thereof, and (b) no portion of any such assessment pertaining to the expenses incurred by the Manager under paragraph 7.1(a) above shall be payable by any Owner who has no right to maintain a sign panel on any Monument Sign. In calculating assessments payable by the Owners hereunder, the Manager shall have the right to appropriately exclude the land area of any Owner excused from the payment of such assessments pursuant to the immediately preceding sentence, to assure that 100% of each assessment is allocated among the remaining Owners.

7.3 Payment Obligation. Each Owner of all or any portion of the Development, or any successor thereto, covenants to pay to the Manager the assessments provided for in this Declaration, within 30 days after receipt of a written notice of each such assessment setting forth such Owner's share thereof, together with a statement indicating in reasonable detail the manner of calculation thereof. Alternatively, the Manager, at its option, shall have the right to reasonably estimate the amount of each Owner's assessment next due and to collect in advance from each Owner on a monthly or quarterly basis (at the election of the Manager) the amount thereof. In such event, the Manager shall provide each Owner with a reconciliation of such Owner's account on an annual basis. If the reconciliation shows that the amounts collected in any Owner's impound account are insufficient to satisfy the Owner's share of costs and expenses under this Article for the previous annual period, the Owner will pay the deficiency to the Manager within 30 days following the Owner's receipt of the reconciliation showing the amount due. Any excess in an Owner's account shall be returned to the Owner or applied against next succeeding periods hereunder, at the option of the Manager.

7.4 Records. The Manager will keep accurate books and records relating to the costs and expenses incurred by the Manager in connection with the performance of the Manager's maintenance and repair obligations under paragraph 7.1 hereof, which shall be available at the office of the Manager for inspection and copying during reasonable business hours by any Owner at the Owner's expense. Any Owner may, within 30 days after receipt of a written notice of assessment made by the Manager hereunder, dispute the amount or propriety of any item appearing thereon by written notice to the Manager, and if the Owner and the Manager cannot agree as to the amount and propriety of any such disputed item within 30 days thereafter, the dispute shall be resolved pursuant to the arbitration procedures contained in this Declaration. Notwithstanding that an Owner shall have disputed any item, the Owner shall nevertheless promptly pay to the Manager when due all amounts shown to be due in any such assessment statement, subject to reimbursement of any such disputed amount in the event the arbitration proceeding favors the Owner.

ARTICLE 8
ASSESSMENTS

8.1 Covenant to Pay. Declarant, for and on behalf of each Owner within the Development, hereby covenants and agrees, and each subsequent Owner by acceptance of a deed for a Parcel (whether or not such obligation shall be specifically expressed therein), covenants and agrees, to pay the Manager all sums ("assessments") due and owing to the Manager in accordance with this Declaration.

8.2 Continuing Lien. Each assessment established by this Declaration in favor of the Manager, together with interest, costs and reasonable attorneys' fees, shall be a charge and continuing lien upon the Parcel against which the assessment is made until paid. Each assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person or entity who was the Owner of such Parcel at such time as the assessment is declared.

8.3 Delinquent Assessment. Failure to pay any assessment within the time period provided for the payment shall constitute a default with respect to the Parcel to which the assessment relates. The Manager is and shall be authorized and empowered to proceed in the event of such default to collect such delinquent assessment, together with interest at the annual rate of 10% from the date such assessment is due and payable until the obligation is fully paid, together with all recording fees and reasonable attorneys' fees. In addition to any and all other remedies permitted at law or in equity, the Manager shall have the right to enforce payment of the delinquent assessment or other amount due against the Owner and/or its Parcel by taking either or both of the following actions, concurrently or separately:

- a. Bring an action at law against the Owner personally obligated to pay the assessment or other sum of money; and/or
- b. Foreclose the lien against such Owner's Parcel in accordance with then prevailing Texas law relating to the foreclosure of deed of trust liens (including the right to recover any deficiency).

8.4 Liability for Assessments. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse or abandonment of its Parcel. The lien for assessments provided for herein shall be subject and subordinate to (i) liens for taxes and other public charges which by applicable law are expressly made superior, (ii) all liens recorded in the Real Estate Records of El Paso County, Texas prior to the date of recordation of the notice of lien described in paragraph 8.5 below, and (iii) all leases entered into, whether or not recorded, prior to the date of recordation of the notice of lien. The sale or transfer of any Parcel shall not affect the lien for assessments provided in this Article, except that the sale or transfer of any Parcel pursuant to foreclosure of a deed of trust lien superior in priority to recordation of a notice of lien under paragraph 8.5 below shall extinguish the lien for assessments arising prior (but not subsequent) thereto, but shall not extinguish the personal liability of the Owner of the Parcel at the time the assessment to which such notice of lien related was declared.

8.5 Recordation. In the event any assessment or any portion of an assessment shall become delinquent, the Manager shall be entitled to record evidence of the lien against the Parcel to which such assessment relates, for the unpaid amount of such assessment and the costs and expenses described above. The notice of lien shall be filed in the office of the El Paso County Clerk, shall be signed and verified by the Manager, and shall contain:

- a. a statement of the unpaid amount of the assessment;
- b. a description sufficient for identification of the Parcel to which such assessment relates; and
- c. the name of the Owner or reputed Owner of the subject Parcel.

The notice of lien shall be additional evidence of the lien against the real property described in the notice, in the amount specified therein. Upon the curing of any default for which a notice of lien was recorded by the Manager, the Manager shall record an appropriate release of such notice upon payment by the defaulting Owner of a reasonable fee determined by the Manager to cover the costs of preparing and recording such release together with the payment of such other costs, including, without limitation, legal fees and court costs, interest or charges, as the Manager shall have incurred.

ARTICLE 9 INDEMNIFICATION AND INSURANCE

9.1 Indemnification.

a. Each Owner covenants to and does hereby indemnify and hold harmless the Declarant, the Manager and all other Owners within the Development, and their respective Permittees from and against all claims and all costs, expenses and liabilities (including reasonable attorneys' fees) incurred in connection with all claims, including any action or proceeding brought thereon, arising from or as a result of any accident, injury, death, loss or damage whatsoever to any person, or to the property of any person, proximately caused by the acts or omission of such Owner or its Permittees or occurring on such Owner's Parcel, except that such Owner shall have no obligation to indemnify any person whose negligence or intentional misconduct contributed to the claim.

b. Neither the Declarant nor the Manager shall be liable to any Owner or the Owner's Permittees for any mistakes or errors in judgment or for any other act performed or omitted hereunder if the same is not fraudulent, grossly negligent or in bad faith, and each Owner hereby expressly waives and relinquishes any and all claims against the Declarant and the Manager on account thereof.

9.2 Insurance by Owners. Each Owner shall provide and maintain such policies of fires and extended coverage (all risk) insurance on all Building(s) located on such Owner's Parcel (in an amount not less than 80% of the full replacement value thereof), and commercial general liability and property damage insurance protecting against loss or losses from liability imposed by law or assumed in any written contract (including this Declaration) and arising from personal injury (including bodily injury or death), and/or property damage, occurring in, on or about such Owner's Parcel, with a limit of liability of not less than \$2,000,000.00 combined single limit coverage, or such higher amounts of coverage as the coverage carried by reasonable and prudent owners of like property in the City. The insurance shall be issued by insurance companies authorized to do business in the State of Texas, shall be primary and not contributing with any coverage carried by the Manager, and must be written on an occurrence basis so as to provide blanket contractual liability, broad form property damage coverage and coverage for products liability and completed operations. Each Owner agrees to furnish the Manager upon request with certificates of insurance evidencing that insurance meeting the requirements hereof has been obtained and fully paid for by Owner and is in full force and effect.

9.3 Umbrella Policy Maintained by Manager. The Manager reserves the option to obtain and maintain an umbrella excess liability policy of commercial general liability insurance issued by a company authorized to provide insurance in the State of Texas, insuring the Manager and identifying as additional insured all Owners (including the tenants and/or lender of any Owner whose names, interests and addresses have been provided to the Manager), as their respective interests may appear, against claims for personal injury (including bodily injury or death), or property damage, occurring in, on or about the Common Areas. If maintained by the Manager, the limits of liability of such insurance shall be in amounts reasonably determined by the Manager, but not less than \$2,000,000.00 combined single limit coverage. If maintained by the Manager, each Parcel shall be assessed for a proportionate share of the premium costs of the insurance described in this paragraph in accordance with Article 7 hereof.

9.4 Mutual Waiver. The Owner of each Parcel in the Development, for itself and, to the extent legally permissible, on behalf of its Permittees and insurance carriers, hereby waives the right of recovery against the Manager or any other Owner for (a) any loss or damage to the property of such Owner located upon or in the Development, (b) any loss or damage to the Buildings or other improvements in the Development or the contents thereof, and (c) any other direct or indirect loss or damage caused by fire or other risks, which loss or damage is or would be covered by the insurance required to be carried pursuant to this Article; *provided, however*, this waiver shall be effective only in the event and to the extent of actual recovery or payment under the applicable insurance policy or policies. Each Owner hereby covenants to obtain for the benefit of the Manager and each Owner, a waiver of any right of subrogation which the insurance carrier(s) of the waiving Owner may acquire against the Manager or other Owner by virtue of the payment of any such loss covered by such insurance.

ARTICLE 10 SIGNS

10.1 Building Signs. If and when implemented, the Declarant or the Manager may establish sign criteria (the "Sign Criteria") for the Development. All signage on a Building shall be erected, maintained and replaced in conformance with the Sign Criteria, at each Owner's sole cost and expense. In no event shall any sign be placed or located on any roof of any Building or structure located with the Development, nor constructed so as to materially impair the visibility of or access to any other Owner's Parcel or the Buildings then located thereon, without the prior written consent of the Manager.

10.2 Common Area Signs. No signs shall be erected or maintained in the Common Areas of the Development except as follows --

a. The Manager shall cause to be constructed and maintained Monument Sign(s) for the Development in the approximate location(s) shown on the Site Plan. The design, type, size and dimensions of the Monument Signs shall be determined by the Manager in the Manager's reasonable discretion and subject to conformance with the Sign Criteria. Following completion of the initial construction thereof, modifications to the Monument Signs (excluding sign panels) and/or any increase or decrease in the total available sign area thereon, shall require the prior written consent of the Manager and all Owners granted the right to place sign panels thereon. Each Owner or a Parcel upon which a Monument Sign is located covenants not to install any landscaping or other obstruction on its Parcel which interferes with the reasonable visibility of all sign panels on such Monument Sign from the surface street(s) proximate to the location of a Monument Sign. The Manager's obligation to construct the Monument Sign(s) shall

be subject to and contingent upon each user thereof to be placed on the Monument Signs agreeing to pay is proportionate share of the total cost of manufacturing and installing the Monument Sign(s).

b. Any Owner (or such Owner's designee or tenant) granted rights to maintain sign panel(s) on Monument Signs shall be solely responsible for the costs of fabrication, installation and maintenance in good and operating condition of its respective panel(s).

c. In the event of the closure of operations of the business of any Owner or its Permittees identified on any Monument Sign, upon 30 days' notice from the Manager, such Owner shall be obligated to replace all panels identifying such business with blank panels, failing which the Manager shall have the right to do so at the expense of such Owner.

d. No other identification signs of any type (including, without limitation, temporary banners, special sale or promotion signs, going out of business signs, hand-written signs or the like) shall be maintained by any Owner on the Common Areas of its Parcel without the prior written consent of the Manager and subject to such conditions and stipulations as the Manager may require, including, without limitation, conformance to the Sign Criteria and compliance with paragraph 10.1 above. The Manager shall not unreasonably withhold such consent as to reasonable directional signs desired by an Owner.

ARTICLE 11 CONDEMNATION

In the event of a taking by eminent domain, condemnation or similar authority by any duly constituted authority for a public or quasi-public use of all or any part of the Development, the entire award for the value of the land and improvements so taken shall belong to the Owner of the Parcel so taken (and/or to such Owner's mortgages and/or tenants, as their interests may appear), and no other Owner shall have a right to claim any portion of the award by virtue of any interest created by this Declaration. Any Owner of a Parcel which is not the subject of such taking (and/or such Owner's mortgages and/or tenants, as their interests may appear) may, however, file a separate claim with the condemning authority (but not against the Owner of the Parcel so taken) for the loss of easement or other rights to the extent of any damage resulting from the severance of the land or improvements so taken. In the event of a partial taking, the Owner of the portion of the Development so taken shall restore the improvements located on the Common Areas of such Owner's Parcel as nearly as possible to the condition existing prior to the taking to assure the continued ingress/egress to, from and between all areas of the Development to the extent reasonably feasible, without contribution from any other Owner.

ARTICLE 12 RESTRICTIONS

12.1 General Limitations on Uses. All Parcels within the Development shall be used for lawful purposes in conformance with the Cimarron Restrictions and all restrictions imposed by all applicable governmental ordinances, regulations, codes, entitlements, and other laws. No use or operation shall be made, conducted or permitted on or with respect to all or any part of the Development which is not consistent with uses and operations found in first-class neighborhood retail and/or office developments in El Paso, Texas. Without limiting the generality of the foregoing, no Owner shall use or permit the use of all or any portion of such Owner's Parcel for any of the following businesses or purposes: party/event hall, amusement arcade or

video game store, adult novelty store or similar shop selling or displaying sexually explicit or pornographic materials, pawn shop, massage parlor, tattoo studio or so-called "head" shop, bingo or gambling hall, mortuary, or funeral parlor.

12.2 Commercial Use of Common Areas Restricted. No sale, lease, or display of merchandise shall be made, conducted or permitted in the Common Areas or otherwise outside the exterior walls of any Building in the Development, and no portion of such areas shall be used for commercial purposes by any Owner or Permittee, except upon the prior written consent of the Manager.

12.3 Drive-Through Facilities. No facilities shall be constructed on a Parcel for vehicular drive-up or drive-through in which the stopping or standing of motor vehicles in line at a location for drop-off and/or pickup is intended, except upon the prior written consent of the Manager.

12.4 Vending Machines. No vending machines, kiddie rides or other retail fixtures or equipment of any kind shall be located in the Common Areas or on any sidewalk within the Development (whether the sidewalk is considered a part of Building Envelopes or Common Areas), without the prior written consent of the Manager. Automated teller machines or other cash or credit dispensing stations may be allowed within the Common Areas at the reasonable discretion of the Manager.

12.5 Environmental Restrictions. Each Owner covenants that such Owner's Parcel and any and all facilities located or operations maintained on such Parcel shall not be used to generate, manufacture, refine, transport, treat, store, handle, dispose of, transfer, produce or process any regulated or hazardous substances of any kind, except that regulated substances may be present provided such substances are (a) in compliance with all applicable federal, state and local laws and regulations and (b) either (i) approved by the Manager or (ii) consist of products normally found in similar projects in the City, as reasonably determined by the Manager.

ARTICLE 13 ENFORCEMENT

13.1 Remedies. In the event of a breach or threatened breach by any Owner or its Permittees of any of the terms, covenants, and conditions hereof, the Manager or any one or more of the other Owners shall be entitled to all remedies permitted at law or in equity including, without limitation, the right to collect damages, the right to enjoin such breach or threatened breach in any court of competent jurisdiction, and the right of specific performance.

13.2 Lien Rights. Any claim for reimbursement, including interest as provided in this Declaration, and all costs and expenses including reasonable attorneys' fees awarded to the Manager or any Owner in enforcing any payment in any suit or proceeding under this Article shall be assessed against the defaulting Owner in favor of the prevailing party and shall constitute a lien (the "Assessment Lien") against the Parcel of the defaulting Owner until paid, effective upon the recording of a notice of lien priority with respect thereto in the Real Estate Records of El Paso County, Texas; *provided, however*, that any such Assessment Lien shall be subject and subordinate to (i) liens for taxes and other public charges which by applicable law are expressly made superior; (ii) all liens recorded in the Real Estate Records of El Paso County, Texas, prior to the date of recordation of the notice of lien priority; (iii) any lien for assessments arising under Article 8 hereof; and (iv) all leases entered into, whether or not recorded, prior to the date of recordation of the notice of lien priority. Upon the timely cure by

the defaulting Owner of any default for which a notice of lien priority under this Article was recorded, the party recording same shall record an appropriate release of such notice of lien priority and Assessment Lien. The Manager shall have the option in lieu of exercising or enforcing any lien rights arising under this paragraph, to proceed under Article 8 of this Declaration as if the amount owing to the Manager hereunder were a delinquent assessment described therein.

13.3 Remedies Cumulative. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.

ARTICLE 14 TRANSFER

14.1. No Assignment or Transfer. The rights, powers and obligations conferred upon each Owner pursuant to this Declaration shall not at any time be transferred or assigned by such Owner except through a transfer of its Parcel complying with the requirements of paragraph 14.2 hereof.

14.2 Sale by Owner. Upon the sale, transfer, conveyance or assignment by any Owner (other than an original transfer by Declarant) of fee title in such Owner's Parcel, the following shall apply:

a. The transferring Owner shall give written notice of the sale, transfer, conveyance or assignment to the Manager prior to or concurrently with recording the instrument effecting same.

b. In no event shall any transferee of any Owner be liable for any default of the transferring Owner under this Declaration which arose prior to the effective date of this transfer; provided, however (i) nothing contained in this paragraph shall affect the existence, priority, validity or enforceability of any lien placed upon the transferred Parcel pursuant to the provisions of Article 8 hereof and (ii) the transferee Owner shall remain responsible for any default of the transferring Owner arising from a condition on the Property if such condition has not been cured prior to such transfer.

14.3 Fractionalized Interests. In the event any Owner shall acquire, transfer or convey its interesting its Parcel in such manner as to vest ownership of fractionalized interests in more than one person or entity, then the several owners of such fractionalized interests shall designate one of their number to act on behalf of all such owners in the performance of the provisions of this Declaration, which designation the Manager shall be entitled to rely upon until notice of a new designation signed by all such owners or an order of a court of competent jurisdiction is received by the Manager to the contrary; provided, however, all such owners shall be jointly and severally liable hereunder.

14.4 Estoppel Certificates. The Manager, upon written request of an Owner (which shall be made not more frequently than twice in any calendar year and shall be requested only in connection with the prospective sale, financing or leasing of the Owner's Parcel), shall furnish to the requesting Owner, within 20 days following such request, an estoppel certificate stating (a) the amount of any assessment against such Owner under this Declaration then due and unpaid hereunder; and (b) whether the Manager knows (but without obligation to undertake any independent investigation) of any defaults of the requesting Owner under this Declaration, and if there are known defaults, specifying the nature thereof.

ARTICLE 15
MANAGER

15.1 Designation of Manager. Subject to the remaining provisions of this Article, so long as Declarant owns or holds any interest in the Development or any part thereof, Declarant shall have the right to act as the Manager hereunder, or to designate from time to time the person or entity to act as the manager hereunder. Prior to such time as Declarant no longer owns or holds any interest in the Development or any portion thereof, Declarant shall have the right to designate a successor Owner of all or any portion of the Development to succeed to Declarant's right to act as the Manager hereunder (or to designate some other person or entity to act as the Manager hereunder, provided that the designation is approved by the Owners of 51% or more of the total number of square feet of land area of the Development), and provided further that the successor Owner or approved third party designee agree in writing to assume such responsibilities hereunder. Declarant shall designate a successor in a supplement to this Declaration recorded in the Real Estate Records of El Paso County, Texas which expressly refers to the legal description of the Property. Declarant shall have the right to collaterally assign or otherwise hypothecate its rights and interest as "Declarant" under this Declaration, in which event, the assignee, at its option, shall automatically succeed to the rights and interest of "Declarant" under this Declaration (including, without limitation, the right to act as, or to designate from time to time the person or entity to act as, the Manager hereunder), upon the completion of appropriate proceedings for the foreclosure or other enforcement of such rights and interests of Declarant.

15.2 Resignation of Manager. The Manager (including any authorized successor Manager) reserves the right at any time to resign and withdraw as the Manager under this Declaration, by executing and recording a written notice of such resignation and withdrawal expressly referring to this Declaration and this paragraph. A copy of such notice shall be mailed to all Owners; provided, however, such resignation shall be effective upon recordation as aforesaid, and receipt by all Owners of such notice shall not be a condition to the effectiveness thereof. Upon recordation of such notice, the withdrawing Manager shall thereupon and thereafter have no further right or obligation as "Manager" under this Declaration. Declarant, so long as Declarant is an Owner, shall have the right following the withdrawal of a Manager to designate a replacement Manager.

15.3 Designation of Manager by Owners.

a. In the event that Declarant shall fail to appoint a person or entity to act as the Manager under this Declaration within 30 days following the written request of any Owner given at such time as no person or entity is then acting as the Manager hereunder, or if there shall at any time not be an Owner authorized to act as, or to designate the person or entity, the Manager hereunder, then the Owner or Owners of 51% or more of the total number of square feet of land area of the Development shall have the right to designate the Manager hereunder by executing and recording a written notice which shall specifically refer to this Declaration and this paragraph. Without otherwise affecting the validity or enforceability of the provisions of this Declaration, during such time as no person or entity is authorized to act as the Manager hereunder, each Owner shall be responsible for the maintenance, repair, lighting and insurance of the Common Areas located on such Owner's Parcel, but no Owner shall have the right to exercise any of the rights of approval or consent reserved to the Manager hereunder, and any action by an Owner otherwise requiring such consent or approval of the Manager under this Declaration may be taken without the necessity of obtaining the consent or approval.

b. In the event the Manager shall fail to perform its duties and obligations under this Declaration, which failure continues for a period of 30 days following written notice of such failure from any Owner to the Manager (or such longer period—not to exceed 90 days) as shall be reasonably necessary to cure such failure if the nature thereof cannot reasonably be cured within 30 days, the Owners of 51% or more of the total number of square feet of land area of the Development shall have the right to remove the Manager and to designate an Owner to act as the Manager under this Declaration by executing and recording a written notice which shall specifically refer to this Declaration and this paragraph. A copy of such notice shall be mailed to the removed Manager and all Owners; provided, however, such removal shall be effective upon recordation as aforesaid, and receipt by all Owners of such notice shall not be a condition to the effectiveness thereof. Upon recordation of such notice, the removed Manager shall turn over to the new Manager all pertinent books and records whereupon the removed Manager shall have no further right or obligation as "Manager" under this Declaration. The removal of the Manager shall be the sole and exclusive remedy for default by the Manager.

c. If the Manager has been appointed by the Owners of 51% or more of the total number of square feet of land area of the Development rather than by Declarant or an assignee of Declarant's rights hereunder, the Manager may be removed at any time by the Owners of 51% or more of the total number of square feet of land area of the Development.

15.4 Delegation by Manager. The Manager shall have the right at any time and from time to time to delegate and to revoke the delegation of any or all of its rights and obligations under this Declaration to one or more agents to act on the Manager's behalf, which agent(s) need not be Owners; provided, however, any such delegation shall be deemed automatically revoked at such time as the delegating Manager ceases to be the Manager hereunder.

ARTICLE 16 PLATTING

Following recordation of this Declaration, Declarant reserves the right to obtain the approval of the City or other applicable governmental authority to the recordation of an amended subdivision plat for the Development. In connection with recordation of the amended Plat, each Owner agrees (a) to cooperate with Declarant in accomplishing the recordation of the amended Plat so long as such Owner incurs no material third-party expense in connection therewith, and no rights or benefits otherwise arising under this Declaration in favor of such Owner are materially and adversely affected thereby, (b) to reasonably consent to a change in the record legal description of such Owner's Parcel, so long as the description shown on the amended Plat is the legal equivalent of the metes and bounds legal description contained in the original conveyance from Declarant to such Owner (less portions, if any, theretofore dedicated to applicable governmental authority), and (c) to reasonably consent to the dedication of public utility and facility easements and other normal and customary easements shown on the amended Plat, so long as the same are otherwise consistent with this Declaration. Each Owner covenants to execute the amended Plat within 15 days following written request from Declarant, failing which, Declarant is hereby irrevocably designated as such Owner's attorney-in-fact, coupled with an interest, to execute the amended Plat for and on behalf of such Owner.

ARTICLE 17
TERM OF DECLARATION

The covenants, conditions, restrictions, easements and other provisions contained in this Declaration shall be effective commencing on the date of recordation of this Declaration and shall remain in full force and effect in perpetuity, unless this Declaration is cancelled or terminated in accordance with Article 18 hereof.

ARTICLE 18
AMENDMENTS

This Declaration may not be modified or amended in any respect, or cancelled, terminate or rescinded, in whole or in part, except by the written consent of (a) Declarant, so long as Declarant owns all or any portion of the Development or any interest therein, (b) the Owner of 51% or more of the total number of square feet of land area of the Development, and then only by a written instrument fully executed and acknowledged by said parties and duly recorded, except that no amendment of the Declaration in violation of City requirements shall be valid. Notwithstanding the foregoing, all or any portion of the Development then owned by Declarant, including, without limitation, parking layout, ratio and traffic flow pattern, and the location and extent of Building Envelopes, if any, depicted thereon, may be modified and amended from time to time in the sole discretion of Declarant by its execution and recordation in the Official Records of El Paso County, Texas, of a supplement to this Declaration amending the Site Plan (subject to any restrictions or limitations with respect thereto imposed by applicable governmental authorities); provided, however, no such modification shall materially adversely affect the availability of vehicular access, egress and ingress to and from, or the use or enjoyment by any Owner of, its Parcel, or materially increase such Owner's obligations or liabilities hereunder, without such Owner's written consent. Any amendment of this Declaration shall be effective immediately upon recordation of the amendment.

ARTICLE 19
MISCELLANEOUS

19.1 Notices. Any notice to be given by any Owner hereunder shall be given in writing and delivered in person, or by reputable nationwide overnight courier (e.g., Federal Express), or forwarded by certified mail, postage prepaid, return receipt requested, at the address indicated below, unless the party giving such notice has been notified, in writing, of a change of address:

Declarant: Respco, LLC
 Attn: Ramsey Esper
 7001 Westwind Drive, Suite 120
 El Paso, Texas 79912

Unless designated in a supplement to this Declaration or otherwise advised to the contrary by notice given in accordance herewith, notices to Owners other than Declarant shall be sent to the address for mailing tax bills set forth in the latest real property tax rolls available. Any such notice shall be deemed effective on the date on which such notice is delivered, if notice is given by personal delivery, on the next succeeding business day after deposit with an overnight courier for next day delivery, or if notice is sent through the United States mail, on the date of actual delivery as shown by the addressee's receipt or upon the expiration of 3 days following the date of mailing, whichever occurs first.

19.2 Attorney's Fees. In the event a party institutes any legal action or proceeding for the enforcement of any rights or obligations hereunder, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

19.3 Consents. Wherever in this Declaration the consent or approval of the Manager or any Owner is required, unless otherwise expressly provided herein, such consent or approval shall not be unreasonably withheld.

19.4 No Waiver. No waiver of any default of any obligation by any party hereto shall be implied from any omission by the other party to take any action with respect to such default. Notwithstanding the foregoing to the contrary, the Manager, in its reasonable discretion, may elect to waive on behalf of all Owners the enforcement of any provision contained in this Declaration, upon a determination made in good faith that such waiver is in the best interest of the Development as a whole.

19.5 No Agency. Nothing in this Declaration shall be deemed or construed by any party or by any third person to create the relationship of principal and agent or of limited or general partners or of joint ventures or of any other association among the Owners or any of them.

19.6 Covenants to Run with Land. It is intended that each of the easements, covenants, conditions, restrictions, reservations, servitudes, assessments, liens, charges and development standards set forth herein shall run with the land and create equitable servitudes in favor of the entire Development, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of Declarant, the Owners, and their successors, assigns, heirs, and personal representatives.

19.7 Grantee's Acceptance. The grantee of any Parcel or any portion thereof, by acceptance of a deed conveying title thereto or the execution of a contract upon and subject to each and all the easements, covenants, conditions, restrictions, reservations, servitudes, assessments, liens, charges and development standards contained herein. By such acceptance, any such grantee shall for himself and his successors, assigns, heirs, and personal representatives, be deemed to covenant, consent, and agree to and with the other Owners, to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to the property so acquired by such grantee.

19.8 Rights and Obligations of Lenders. The charges and burdens of this Declaration are, and shall at all times be, prior and superior to the lien or charge of any deed of trust or other security document affecting any Parcel thereof, or any improvement now or hereafter placed thereon; *provided, however*, a breach of any of the provisions hereof or the enforcement of any lien rights herein granted shall not defeat or render invalid the lien or charge of any deed of trust given in good faith and for value; and, *provided, further*, any lien for assessments created pursuant to this Declaration shall be subordinate to the lien of any recorded deed of trust that is taken by an unrelated secured party in good faith and for value.

19.9 No Rights in Public. Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of the Development.

19.10 Taxes and Assessments. Each Owner shall pay all taxes, assessments, or charges of any type levied or made by any governmental authority or agency with respect to its Parcel. If any Owner shall fail to pay the taxes and assessments prior to delinquency, the Manager shall have the right, but without obligation, to pay the taxes and assessments, and the costs thereof, together with interest thereon at the rate of 12% per annum until paid in full, shall be a charge and continuing lien upon the Parcel until paid, subject to foreclosure by the Manager in the manner set forth in Article 8 hereof.

19.11 Severability. Each provision of this Declaration and the application thereof to the Development are hereby declared to be independent of and severable from the remainder of this Declaration. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity and enforceability of the remainder of this Declaration. In the event the validity or enforceability of any provision of this Declaration is held to be dependent upon the existence of a specific legal description, the Manager shall promptly cause such legal description to be prepared, at the cost and expense of the Owners.

19.12 Entire Agreement. This Declaration contains the complete declaration, understanding and agreement of Declarant with respect to all matters referred to herein.

19.13 Declarant's Disclaimer. Declarant makes no warranty or representation whatsoever that the plans envisioned by the Development at the date of recordation of this Declaration can, or will be, carried out, or that the Development is, or will be, committed to, or developed for, a particular (or any) use, or that if the Development or any portion thereof is once used for a particular use, such use will continue in effect. Declarant makes no representation or warranty that the use of the Development or any portion thereof will not be changed in the future.

19.14 Declarant's Exculpation. Notwithstanding anything to the contrary contained in this Declaration, there shall be absolutely no liability whatsoever on the part of Declarant (including any authorized successor) with respect to any of the terms, conditions and covenants of this Declaration, for mistakes or errors in judgment or for any other act performed or omitted hereunder (whether made in the capacity of Manager, or otherwise), if the matter is not fraudulent, grossly negligent or in bad faith, and each Owner hereby expressly waives and relinquishes any and all claims against Declarant on account thereof.

19.15 Ownership of Development. The ownership of the entire Development by the same party shall not affect the validity and continuing effect of this Declaration. This Declaration shall not be terminated by merger of title.

19.16 Arbitration. Except for filing and/or foreclosure of liens under this Declaration, any dispute arising in connection with this Declaration shall be resolved by binding arbitration before the American Arbitration Association using the expedited rules of commercial arbitration. Judgment may be entered on any arbitration award in any courts. The foregoing provisions shall not limit the rights of a party to seek temporary injunctive relief from a court pending resolution of the arbitration.

19.17 Governing Law. The laws of the State of Texas shall govern this interpretation, validity, performance, and enforcement of this Declaration.

Declarant has executed this document as of the date indicated above.

Declarant:

RESPCO, LLC,
a Texas limited liability company

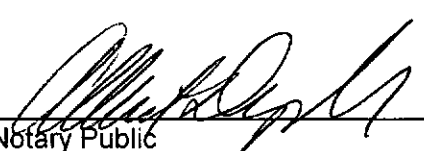
By:


Ramsey Esper, Manager

Acknowledgement

STATE OF TEXAS)
)
COUNTY OF EL PASO)

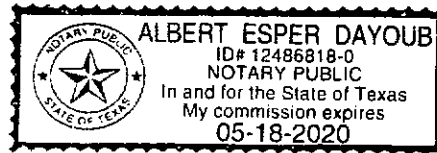
The foregoing was acknowledged before me on 11/31/, 2019, by Ramsey Esper, Manager of Respcoc, LLC, a Texas limited liability company, Declarant, on Declarant's behalf.



Notary Public
[Seal]

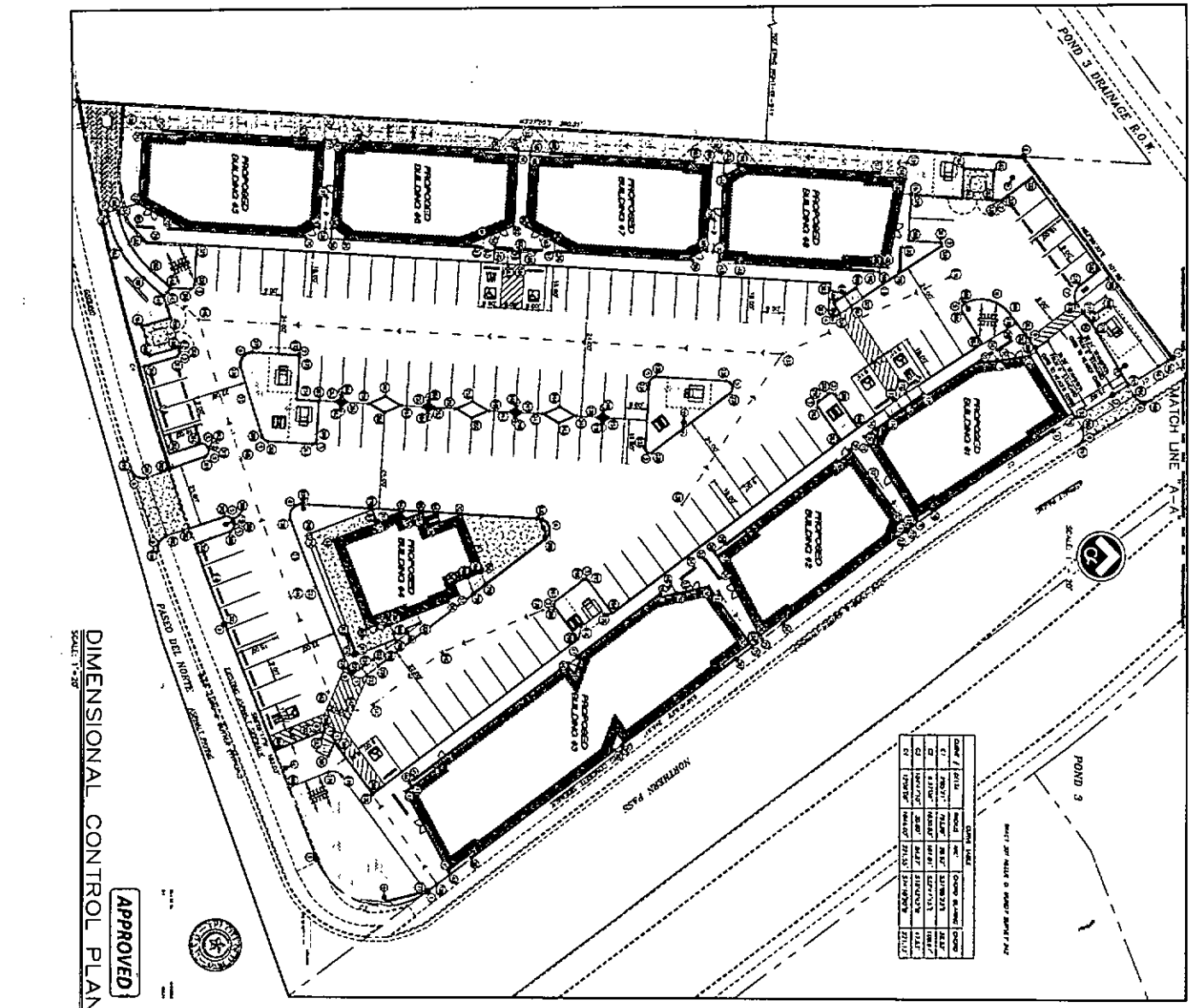
Exhibits to be Attached:

- A) Site Plan for the Development



After Recording, Return To:

Victor M. Firth
Firth Bunn Kerr Neill
P.O. Box 942
El Paso, Texas 79946-0942

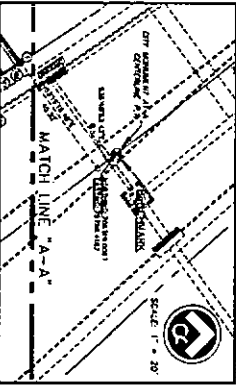


ROOM NO.	AREA (SQ. FT.)	TYPE	FINISHES	NOTES
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02
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APPROVED

SCALE: 1/8\"/>

DIMENSIONAL CONTROL PLAN



IF SHOWN, DIMENSIONS ARE TO THE FINISHED FACE OF ALL STRUCTURES.
 DIMENSIONS TO FINISHED FACE OF ALL STRUCTURES.
 STRUCTURES, DIMENSIONS AND/OR THE LATTERS APPLICABLE TO ROOMS, ARE TO ACCORDANCE WITH ANY CITY, COUNTY, STATE, FEDERAL OR OTHER REGULATORY AGENCIES. THE ACTUAL FINISHED FACE OF THE STRUCTURE(S) IS TO BE DETERMINED BY THE CONTRACTOR.

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CIMARRON POINTE
 El Paso County,
 Texas

caa design group, inc.
 1845 Northwester Dr., Ste C
 El Paso, Texas 79912
 915.832.8745
 915.832.8744
 www.caadesign.com

C2.1
 1/25 SCALE

Doc # 20190010770
#Pages 22 #NFPages 1
02/13/2019 02:08 PM
Filed & Recorded in
Official Records of
El Paso County
Delia Briones
County Clerk
Fees \$110.00

eRecorded

I hereby certify that this instrument was filed on the date and time stamped
hereon by me and was duly recorded by document number in the Official
Public Records of real Property in El Paso County.



EL PASO COUNTY, TEXAS

Delia Briones