

(e) "Board" or "Board of Directors" - the Board of Directors of the Association elected by the Co-Owners pursuant to the By-Laws and having the authority granted in the Condominium Documents to manage the affairs of the Project.

(f) "Building(s)" - the building(s) to be constructed on the Pad Sites shown on the Plat. Each Building must be located within and may not be larger than the Pad Site shown on the Plat.

(g) "By-Laws" - the By-Laws for the Association as they be amended from time to time.

(h) "Common Elements" - the entire Project Property, except the Units, including, but not limited to:

(1) The Land, lawns, landscaping, walkways, parking areas and other paved areas located thereon.

(2) All utility lines located on the Land designed and intended for common use, including without limitation all pipes, wires, cables and conduits, designed and intended for common use and service to more than one Unit in connection with telephone, electricity, gas, cold water, sewer, plumbing and other central services, located in Common Elements.

(3) All enclosed space, if any, marked "common elements" and all other facilities, if any, marked "common facilities" on the plats of the Buildings as described and depicted on the Plat.

(4) All Condominiums which may at any time be acquired and held by the Association or its nominee, but such Condominiums shall be included in the Common Elements only so long as they are so held by the Association or its nominee.

(5) All easements, permits, licenses and other rights, title and interests appurtenant to or existing for the benefit of the Project or the Project Property, wherever located and whether presently existing or to exist in the future.

(6) All Limited Common Elements.

(i) "Common Expenses":

(1) expenses of administration, operation, maintenance, repair or replacement (or reasonable reserves for replacement) of the Common Elements, including, without limitation, the costs and salary incident to employing the Administrator, but excluding the cost of maintenance, repair or replacement to any improvements to the Limited Common Elements;

(2) the cost of capital improvements which the Association may from time to time authorize;

(3) expenses agreed upon as Common Expenses by the Association;

- (4) expenses declared Common Expenses by the provisions of the Condominium Documents;
- (5) insurance premiums for policies covering the Project Property and other policies maintained by the Association; and
- (6) taxes assessed against the Project Property except those assessed against each Condominium.
- (j) "Common Interest" - the undivided percentage interest in and to the Common Elements that is appurtenant to an individual Unit, as set forth in Section 2.1 and Exhibit B attached hereto.
- (k) "Co-Owner" - the person, firm, corporation, limited liability company, partnership, trust, association or other legal entity or any combination thereof from time to time holding the fee title to a Condominium.
- (l) "Condominium" - a Unit together with all of such Unit's Common Interest, rights and appurtenances.
- (m) "Condominium Documents" - this Declaration, the By-Laws, the Rules and Regulations and all other Exhibits attached hereto, and all schedules or other attachments to such Exhibits, as the same may be lawfully amended from time to time. All references herein to any one or more of the Condominium Documents shall mean such document as it has been lawfully amended at the relevant time.
- (n) "Declarant"-shall having the meaning given to such term in the recitals to this Declaration.
- (o) "Declarant's Control Period"- the period of time beginning on the date of this Declaration and ending on the earlier of: (i) sixty (60) days after 6 Units have been built and occupied either by Co-Owners or tenants of a Co-Owner or Declarant; or (ii) Declarant's notice to the Association of the termination of Declarant's Control Period.
- (p) "Land"-shall having the meaning given to such term in the recitals to this Declaration.
- (q) "Limited Common Elements" - those portions of the Common Elements as shown on the Plat to be Limited Common Elements and which are reserved for the exclusive use of the Co-Owner of a specified Unit.
- (r) "Mortgage" - shall mean the encumbrance of any Condominium or other portion of the Project to secure the performance of an obligation, which encumbrance shall be released or reconveyed upon the due performance of said obligation, and shall include a Deed of Trust.
- (s) "Mortgagee" - shall mean a person or entity to whom a Mortgage is made and shall include the beneficiary of a deed of trust.
- (t) "Mortgagor" - shall mean a person or entity who mortgages his or its property to another, or who conveys his or its property to another by a deed of trust.

- (u) "Pad Site"-the location of a Building as shown on the Plat. A Building must be located within the Pad Site, but may not be larger than the Pad Site.
- (v) "Plat" shall have the meaning given to such term in the recitals to this Declaration and which may be amended by Declarant as provided herein.
- (w) "Project" - The Springs Business Park as the same exists or shall hereafter exist in the Condominium form of ownership, as described in Exhibit A.
- (x) "Project Property" - the Land, the Buildings and any personal property and fixtures that from time to time are acquired for use as, in or in conjunction with the Common Elements.
- (y) "Proportionate Part of the total Assessment for Common Expenses" means for each Co-Owner, the total Assessment for Common Expenses for a calendar year as determined by the Board of Directors multiplied by the Co-Owner's percentage ownership of Common Interest.
- (z) "Rules and Regulations" - the rules and regulations adopted by the Board pursuant to the By-Laws covering the details of the operation and use of the Project.
- (aa) "Special Assessment" - shall mean and refer to a charge against a particular Co-Owner and its Condominium equal to the cost incurred by the Association for corrective action performed pursuant to provisions of this Declaration and the By-Laws of the Association.
- (bb) "Special Expenses" - shall mean:
 - (1) the expenses incurred by the Association for the repair of damage or loss to the Common Elements or the property of other Co-Owners caused by the act or neglect of a Co-Owner which is not covered or fully covered by insurance;
 - (2) any other item or items designated by or in accordance with other provisions of this Declaration or the By-Laws of the Association to be Special Expenses.
- (cc) "Tax Lien" - assessments, liens and charges in favor of any governmental unit for taxes past due and unpaid on a Condominium.
- (dd) "Unit" - a physical portion of the Project Property the boundaries of which are set forth in Section 2.8, which is susceptible of separate ownership under the terms of the Act and the Condominium Documents, exclusive of any Common Interest or other rights appurtenant thereto.

1.2 Pronouns. According to the context, the singular may include the plural, the plural may include the singular, and any gender may include all genders.

1.3 Captions. All captions herein are for convenience only and neither limit, amplify nor otherwise modify the provisions of the Condominium Documents.

1.4 Definitions in the Act. Any term defined in the Act but not defined in the Condominium Documents shall have the meaning given such term in the Act.

ARTICLE II
CREATION OF CONDOMINIUM REGIME

2.1 **Property Subject to Declaration.** The Project Property and all easement rights and appurtenances belonging to the Project Property will be subject to this Declaration.

2.2 **Common Elements.** The ownership of the Common Elements are hereby vested in the Co-Owners. The Common Interest appurtenant to each Unit shall be the percentage set forth in Exhibit B, being the ratio of the number of square feet of each Pad Site as shown on the Plat to the number of square feet of all Pad Sites as shown on the Plat. If any Unit is divided into two or more Units as permitted by Section 6.2, the Common Interest appurtenant to the original Unit shall be divided in a like manner among the Units created by the division of the Unit. The sum of all undivided percentage interest in the Common Elements as a whole shall always equal one hundred percent (100%). Subject to the rights of a Co-Owner to the exclusive use of the Limited Common Elements specified on the Plat as belong to that Unit, each Co-Owner may use the Common Elements in accordance with the purpose for which they are intended as long as the lawful rights of the other Co-Owners are not hindered or encroached on. The Association will have the right to promulgate reasonable rules and regulations for the use of the Common Elements.

2.3 **Nonexclusive Easement.** Each Co-Owner will have a nonexclusive easement for the use and enjoyment of the Common Elements and for ingress, egress and parking over and on the Common Elements other than the Limited Common Elements. This easement will be appurtenant to and will pass with the title to each Unit, but will be subordinate to any easements granted by the Declarant or the Association for installing, constructing and maintaining utilities and the right reserved to the Association to regulate the use of the Common Elements.

2.4 **Other Easements.** Declarant or the Association may grant to third parties easements in, on and over the Common Elements for the purpose of constructing, installing or maintaining necessary utilities, drainage easements and services. Each Co-Owner, in accepting the deed to a Unit, expressly consents to such an easement. No such easement may be granted, however if it would interfere with any Co-Owner's use, occupancy or enjoyment of its Unit or of the Special Common Elements appurtenant to a Unit.

2.5 **Interest in Common Elements Indivisible from a Unit.** The Common Interest appurtenant to each Unit is declared to be permanent in character and cannot be altered except as provided in Sections 2.1 and 6.2. The Common Interest may not be separated from the Unit to which it pertains. The Common Elements may not be divided and there will be no right of partition of the Common Elements. Every lien, conveyance or other transfer of a Condominium using the Unit designation shall be deemed to include such Unit's Common Interest, will include, without requiring specific reference or enumeration, all the appurtenances and easements in favor of the Unit and will be subject to all covenants, conditions, restrictions and easements in favor of other Units.

2.6 **Ownership of a Condominium.** A Condominium may be the subject of ownership, possession or sale, as though it were entirely independent of the other Condominiums. Any Condominium may be jointly or commonly owned by more than one person, corporation, limited liability company, partnership, trust, association or other entity or any combination of any thereof, and in such case all persons, corporations, limited liability company, partnership, trusts, associations and other entities jointly or commonly owning a Condominium shall collectively constitute the Co-Owner of such Condominium. The Co-Owner of each Condominium shall be the owner of such Condominium for all purposes.

2.7 Estates to Be Separate. Every Condominium shall for all purposes be and it hereby is declared to be and to constitute a separate parcel of real property, and the Co-Owner thereof shall be entitled to exclusive ownership and possession of his Unit and ownership and possession of the Common Elements in common along with the other Co-Owners, subject only to the terms and provisions of the Condominium Documents.

2.8 Description of Units. The designation of each Unit, together with statements of the location of its Pad Site, the approximate area of its Pad Site, and the Common Element area to which it has immediate access, are set forth on the Plat. The vertical boundaries of a Unit are the bottom surface of the concrete slab to the exterior surface of the roof and parapet walls, and includes all mechanical equipment located on the roof. The horizontal boundaries shall be the exterior painted surfaces of the walls including all doors and windows. The individual ownership of each Unit shall also include: (i) all Limited Common Elements shown on the Plat and specified for a particular Unit and; (ii) all items being designed and intended solely for the benefit of and to exclusively serve the particular Unit in or to which the same are located or attached, and not being designed or intended for the benefit, use, support, service or enjoyment of any other Unit or the Common Elements or any part thereof, such as pipes, cables, wires and conduits in connection with telephone and other communication facilities, electrical, gas, tap water and sewer serving only that Unit. An easement in favor of the Association is hereby reserved in each Unit for the installation, maintenance, repair, replacement and removal of all pipes, wires, cables, and conduits, designed and intended for common use of more than one Unit in connection with telephone and other communication facilities, electrical, gas, tap water and sewer to a Unit.

2.9 Encroachments. If any portion of the Common Elements encroaches upon one or more Units, a valid easement for the encroachment and for the maintenance of the same, so long as it stands, shall and does exist. If any portion of a Unit encroaches upon the Common Elements, or upon an adjoining Unit or Units, a valid easement for such encroachment and for the maintenance of same, so long as it stands, shall and does exist. Such encroachment and resulting easement shall not be considered or determined to be encumbrances either on the Common Elements or a Unit.

2.10 Lien Attaches to Only One Condominium. No labor performed or materials furnished and incorporated in one Unit shall be the basis for filing of a lien against a Condominium belonging to any other Co-Owner not expressly consenting to or requesting the same, or against the Common Elements. Each Co-Owner shall indemnify and hold harmless each of the other Co-Owners and the Association from and against all liabilities arising from the claim of any lien against the Condominium of any such other Co-Owner or against the Common Elements for construction performed or for labor, materials, services or other products incorporated in such indemnifying Co-Owner's Unit at such indemnifying Co-Owners request.

2.11 Declarant's Development Rights. Declarant is not required to construct all Units and will have the right to construct Units in phases or stages. Declarant may construct no more than eight (8) units on the Pad Sites shown on the Plat, subject to the right to subdivide an Unit in compliance with Section 6.2. Declarant will have a temporary construction easement on and across the Common Elements for ingress and egress to a construction site and the temporary storage of building materials. Declarant has the right not to construct Unit 5 and to convert the Pad Site into private parking for the use of Co-Owners.

2.12 Waiver of Condominium Information Statement. Each purchaser of a Condominium from Declarant waives the applicability the Subchapter D of the Act (Section 82.151 et. seq. of the Texas Property Code), including, but limited to any requirement that Declarant deliver a condominium information statement.

ARTICLE III
ADMINISTRATION OF REGIME

3.1 General Administration. The Project shall be administered in accordance with the Condominium Documents. Each Co-Owner shall comply strictly with the provisions of the Condominium Documents and the Act, including without limitation the payment of all Assessments, the performance of all covenants and the observance of all restrictions and conditions. Failure to comply with any of the same shall be grounds for an action to recover sums due for damages or injunctive relief or both. No bond shall ever be required as a prerequisite for injunction relief. Such an action may be maintained by the Association on behalf of the Co-Owners or, in a proper case, by an aggrieved Co-Owner.

3.2 Association. The Association, organized as a Texas non profit corporation is charged with the duties and invested with the power set forth in the Act and the Condominium Documents.

3.3 Membership. Each Co-Owner, including Declarant as long as it owns Unit(s), is automatically a member of the Association. On the transfer of title to any Unit, the membership of the former Co-Owner automatically ceases and the new Co-Owner automatically becomes a member.

3.4 Voting Rights. Voting will be on a percentage basis. Each Co-Owner is entitled to a percentage of the total vote equal to the Common Interest appurtenant to its Unit. If a Unit has more than one Co-Owner, the aggregate vote of the Co-Owners of the Unit may not exceed Common Interest of the Unit.

3.5 Membership Meetings. Meetings of the Co-Owners will be called, held and conducted in accordance with the By-laws.

3.6 Powers and Duties of the Association. The Association will have all of the powers permitted under the Act, subject only to the limitations set forth in the Condominium Documents. The Association may perform all acts that may be necessary for or incidental to the performance of the obligations and duties imposed on it under the Condominium Documents, including, but not limited to the following powers or duties:

- (a) To establish, fix and levy Assessments against the Co-Owners.
- (b) To adopt reasonable operating rules governing the use of the Common Elements.
- (c) To institute and maintain actions for damages or injunctive relief for any actual or threatened breach of any of the provisions of the Condominium Documents, either in its own name or on behalf of any consenting Co-Owner.
- (d) To engage the services of the Administrator.
- (e) To operate, maintain, repair and reconstruct the Common Elements, including the payment of utility expenses for the Common Elements.
- (f) To obtain casualty and liability insurance as determined appropriate by the Board of Directors.
- (g) To engage the services of personnel that the Board of Directors determines to be necessary or proper for the operation of the Common Elements.

(h) To engage legal and accounting services necessary or proper for the operation of the Common Elements or enforcement of the Condominium Documents.

(i) All other duties reasonably required to accomplish the purpose of the Association, administer, manage or protect the Project or required under the Act.

3.7 Declarant's Control Period. During Declarant's Control Period, Declarant will have the exclusive power to appoint and remove members of the Board of Directors.

ARTICLE IV ASSESSMENTS

4.1 Covenant to Pay. The Declarant covenants and agrees for each Unit (whether constructed or unconstructed) owned by it and each Co-Owner by acceptance of the deed to the Co-Owner's Unit is deemed to covenant and agree to pay to the Association the Assessments and Special Assessments levied pursuant to the provisions of the Condominium Documents. All moneys collected through Assessments will be put into a maintenance fund to be used solely for the payment of Common Expenses. A Co-Owner may not waive or otherwise escape liability for Assessments or Special Assessments for any reason, including but not limited to, its nonuse of the Common Elements or by the abandonment of its Unit.

4.2 Assessment Procedure. The Board of Directors shall have the responsibility and authority to assess each Condominium for Common Expenses and the Co-Owners of such Condominiums shall be personally liable for the payment of all Assessments levied during the time the Co-Owner owns a Condominium and the Assessment applicable to each Condominium shall be a charge and continuing lien upon each such Condominium.

Not less than thirty (30) days prior to January 1st each year, the Board of Directors shall, after taking into consideration all anticipated items of Common Expense, for such calendar year, together with a reasonable reserve for contingencies, fix and establish the amount of the total Assessment for Common Expenses for the ensuing calendar year. Each Co-Owner will be required to pay each Co-Owner's Proportionate Part of the total Assessment for Common Expenses.

Following the establishment of the Assessment for Common Expenses, each Co-Owner shall be given notice of the total Assessment for Common Expenses and each Co-Owner's Proportionate Part of the total Assessment for Common Expenses, but the failure of an Co-Owner to receive such notice shall not affect such Co-Owner's liability for the payment of each Co-Owner's Proportionate Part of the total Assessment for Common Expenses. Each Co-Owner's Proportionate Part of the total Assessment for Common Expenses shall be due and payable by each Co-Owner in equal installments as determined by the Board of Directors, but such installments shall be payable no more frequently than monthly during the calendar year.

During the course of a calendar year should the Board of Directors determine that the total Assessment for Common Expenses for the year will be inadequate, the Board of Directors from time to time may increase the total Assessment for Common Expenses for the calendar year and each Co-Owner's Proportionate Part of the total Assessment for Common Expenses. Conversely, should the Board of Directors during the course of a calendar year determine that the Assessment for Common Expenses will create a surplus in excess of that necessary as a reserve for contingencies, the Board of Directors from time to time may decrease the Assessment for Common Expenses and each Co-Owner's Proportionate Part of the total Assessment for Common Expenses. In either such event, the

Board of Directors shall notify each Co-Owner of the adjustment and the revised amount of each installment thereafter due by each Co-Owner.

If the Board of Directors shall fail to fix and establish the total Assessment for Common Expenses and the Proportionate Part of the total Assessment for Common Expenses due by each Co-Owner, the total Assessment for Common Expenses and the Proportionate Part of the total Assessment for Common Expenses due by each Co-Owner for the previous calendar year shall be automatically established immediately prior to the commencement of the calendar year so that there will be no interruption in the payment by an Co-Owner of the installments due paying such Co-Owner's Proportionate Part of the total Assessment for Common Expenses.

4.3 Declarant's Control Period. During Declarant's Control Period, Declarant will have no obligation to pay to the Association the Proportionate Part of the Assessment for Common Expenses applicable to Condominiums owned by Declarant. Declarant shall, however, during the Declarant's Control Period, pay to the Association from time to time, as required, any amounts necessary (over and above payments to the Association by other Condominium Co-Owners) to satisfy the Association's current operating expenses on a cash basis. Declarant shall have no obligation to contribute any sums to the Association on account of reserves. During Declarant's Control Period, after the Board of Directors have fixed the total Assessment for Common Expenses as provided in Section 1, each Co-Owner's (other than Declarant) will pay its Proportionate Part of the total Assessment for Common Expenses. Each Co-Owner's Proportionate Part of the Assessment for Common Expenses shall be due and payable by each Co-Owner in equal monthly installments. At the termination of the Declarant's Control Period, the Condominiums owned by Declarant, if any, shall bear their full Proportionate Part of the Total Assessment for Common Expenses and Special Assessments.

4.4 Special Assessments. Upon incurring any Special Expense, the Association will give written notice to the Co-Owner whose actions or neglect caused the damage or loss. The notice will contain estimates or bids to correct or repair the damage or evidence of the amount paid by the Association to correct or repair the damage or loss. If the Co-Owner fails to pay the cost of repair or damage to the Association within thirty (30) days of the notice, the Board of Directors will assess a Special Assessment against the Co-Owner and its Condominium equal to the cost incurred by the Association for corrective action. The Board of Directors will give the Co-Owner written notice of the Special Assessment and may file written notice of the Special Assessment in the Real Property Records of El Paso County, Texas.

4.5 Delinquent Assessments. Any installment of the payment of a Co-Owner's Proportionate Part of the total Assessment for Common Expenses shall be considered delinquent if not paid upon its due date and shall bear interest from such date at the rate of eighteen (18%) percent per annum until paid. The Association shall also be entitled to collect a late charge in such amounts and upon such conditions as the Board of Directors may from time to time determine. Each Co-Owner (whether one or more) shall be and remain personally liable for the payment of all Assessments which may be levied against such Co-Owner's Condominium by the Association in accordance with the terms and provisions of the Declaration until the same shall be paid in full, both principal and interest.

4.6 Lien. Pursuant to the provisions of the Act, the Association will have a lien on a Condominium and rents and insurance proceeds as provided in the Act to secure the payment of all Assessments due and to be come due pursuant to this Declaration and assessed or levied against that Condominium and the payment of interest, late charges and reasonable collection costs, including attorney's fees incurred in enforcing payment of Assessments. In addition to any remedy provided

under the Act, the Association is authorized to enforce the line through any available remedy, including nonjudicial foreclosure pursuant to Texas Property Code Section 51.002. The Co-Owners expressly grant to the Association a power of sale, through a trustee designated in writing by the Association in connection with such lien. The Association may file suit to recover a money judgment for unpaid Assessments without foreclosing or waiving any lien securing the same. The lien in favor of the Association will constitute a lien on a Condominium prior to all other liens except for: (i) a valid Tax Lien on the Condominium, and (ii) a first lien Mortgage recorded prior to the date on which the Assessment became past due.

4.7 Subordination of Lien. If any Condominium shall be subject a Mortgage of record which is a lien on the Condominium: (i) the foreclosure of the lien securing past due Assessments shall not operate to affect or impair the lien of any Mortgage described in Section 4.6; and (ii) the foreclosure of the lien of such Mortgage or the acceptance of a deed in lieu of foreclosure shall extinguish the lien securing past due Assessments with the foreclosure purchaser or deed in lieu grantee taking title to the Condominium free of the lien for all the Assessments that are due to the date of the foreclosure or deed given in lieu of foreclosure. All Assessments as shall have come up due to the date of foreclosure or deed in lieu of foreclosure which have not been paid shall be deemed to be Common Expenses collectible from all of the Condominiums, including the Condominium acquired on a foreclosure sale or as the result of the acceptance of the deed in lieu of foreclosure, in the manner provided herein.

4.8 Liability for Assessments. The Co-Owner of a Unit shall be personally liable for any and all Assessments made by the Association in accordance with the provisions of this Declaration. In a voluntary conveyance of a Condominium, the grantee of the Condominium shall be jointly and severally liable with the grantor for all unpaid Assessments by the Association up to the date of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts unpaid by the grantee. However, any grantee shall be entitled to a statement from the Administrator or the Board of Directors of the Association, setting forth the amount of the unpaid Assessments due to the Association and such grantee shall not be liable for, nor shall the Condominium conveyed be subject to a lien for any unpaid Assessments in excess of the amount shown on any statement provided by the Administrator or the Board of Directors.

4.9 Amendments. Amendments to this Article IV shall only be effective upon written consent of the Co-Owners and their first Mortgagees, if any, representing 80% of the Common Interest, whether such amendment is attempted by way of modification of the Association Articles of Incorporation or By-Laws.

ARTICLE V MAINTENANCE

5.1 Maintenance of Unit. Each Co-Owner, at its sole cost and expense, will be responsible for the upkeep and maintenance of his Unit and the Limited Common Elements to its Unit and for the repair of any and all damage to his Unit and the Limited Common Elements to its Unit. Each Co-Owner will keep the exterior of its Unit painted and free from graffiti. A Co-Owner shall not do any act nor any work that will impair any easement or right hereunder, nor do any at nor allow any condition to exist which will adversely affect the other Units or Co-Owner(s).

5.2 Maintenance of Common Elements. The Association will be responsible for the upkeep and maintenance of the Common Elements and to keep the Common Elements free from obstruction except as may be necessary for repair and maintenance.

ARTICLE VI
AMENDMENT OF CONDOMINIUM DOCUMENTS

6.1 During Declarant's Control Period. During the Declarant's Control Period, Declarant may amend this Declaration without the consent or joinder of any Co-Owner to create additional Limited Common Elements.

6.2 Procedure. Except as provided in Section 6.1, this Declaration may be amended in the following manner:

(a) Notice of the subject matter of the proposed amendment in reasonably detailed form shall be included in the notice of the Association meeting at which the proposed amendment is to be considered.

(b) A resolution adopting a proposed amendment must be approved by an affirmative vote of not less than two-thirds (2/3) of the Common Interests.

(c) A copy of such amendment shall be certified by the Secretary of the Association as having been duly adopted and shall be effective when recorded in the office of the County Clerk of El Paso County, Texas. Copies of any such recorded amendments certified by the County Clerk shall be sent to each Co-Owner.

Notwithstanding the foregoing, except as provided in Section 6.3, this Declaration may not be so amended, changed or otherwise modified as to alter the Common Interests appurtenant to any Unit without the consent of all Co-Owners and the holders of first lien Mortgages on all the Condominiums.

6.3 Subdivision of Units. Notwithstanding anything to the contrary contained herein, Declarant and any Co-Owner will have and hereby reserves the right at any time and from time to time to divide any Unit into two or more Units containing not less than 1,700 square feet by giving written notice to the Association of the proposed subdivision, accompanied with a revised plat of the Project showing the subdivided Unit and meeting the requirements of the Act and a \$500 processing fee to reimburse the Association for its costs in reviewing the notice. After receipt of the notice, the Association will prepare at the Co-Owner's expense an amendment to the Declaration for the Co-Owner's signature and recording in the Office of the County Clerk of El Paso County, Texas, which identifies the Unit which is to be subdivided, assigns an identifying numbers to the subdivided Units, allocates the Common Interests formerly attributed to the Unit to the subdivided Units and including revised plat showing the subdivided Unit and meeting the requirements of the Act. From and after the filing of the Amendment, the new Units shall be treated as if they were original Units set forth in this Declaration for all purposes.

ARTICLE VII
TERMINATION

Upon the affirmative vote of Co-Owners owning not less than eighty percent (80%) of Common Interest and the written consent of all Mortgagees having a first lien on a Condominium, the condominium regime created by this Declaration will be terminated and the Co-Owners will regroup or merge the records of the separate estates with the Project Property. Each Co-Owner will execute and deliver all documents required to accomplish the foregoing termination, regrouping and merging, including any necessary subdivision plat required by law. Each Co-Owner, at the time of any termination, regrouping or merger, shall subsequent thereto own an undivided interest in the

Project Property equal to the Common Interest previously held by such Co-Owner. If, after such termination, regrouping and merger, by an the affirmative vote of Co-Owners owning not less than eighty percent (80%) of the Common Interests, the Co-Owners may accept an offer for the sale of the Project Property, each Co-Owner shall be bound to execute such deeds and other documents reasonably required to effect such sale.

ARTICLE VIII CHANGES TO EXTERIOR OF UNIT

The exterior of any Unit will be neutral earth tone colors. A Co-Owner may not change the color of the exterior of its Unit unless the Co-Owner submits a written request accompanied by color samples is submitted for approval by the Board of Directors. The Board of Directors must approve or disapprove within forty five (45) days of the submission of the written request and if the Board of Directors fails to approve or disapprove within forty five (45) days of the submission of the written request, the request will be deemed to be approved. The Board of Directors may disapprove a request if, in the opinion of the Board of Directors, the proposed colors are not in substantial harmony with the existing colors of the other Units. No Co-Owner may make any change or alteration to the exterior elevation of its Unit.

ARTICLE IX DAMAGE OR DESTRUCTION OF A UNIT

9.1 Repair and Restoration of Property. In any event any Unit is damaged or destroyed by accident or casualty the Co-Owner will promptly remove all rubbish and debris and will, within sixty (60) days from the date of the occurrence of the damage or destruction, enter into a binding bona fide contract for the repair and rebuilding of the Unit, and any damage to adjacent Units or property, in a good workmanlike manner in conformance with the original plans and specifications used in the construction of the Unit.

9.2 Failure of Co-Owner to Repair. In the event such Co-Owner refuses or fails to so repair and rebuild any and all such damage to the Unit and adjacent property within a reasonable time, not to exceed six (6) months from the date of the occurrence of the damage or destruction, the Association by and through its Board of Directors, upon thirty (30) days notice, at its sole discretion is hereby irrevocably authorized by such Co-Owner to repair and rebuild any such Unit and/or adjacent property in a good workmanlike manner in conformance with the original plans and specifications of the Unit. The Co-Owner shall then repay the Association the amount actually expended for such repairs. The association will be under no obligation to repair or rebuild any Unit.

9.3 Lien for Association's Repairs. Each Co-Owner further agrees that these charges for repairs, if not paid within ten (10) days after completion of the work, shall be delinquent and shall become a lien upon said Co-Owner's Unit and shall continue to be such lien until fully paid. The lien shall be subordinate to any first Mortgage or encumbrance on the Unit. The charges shall bear interest from the date of delinquency at the highest contract rate per annum. The amount of principal and interest owed by said Co-Owner to the Association shall be a debt, and shall be collectible by any lawful procedure allowed by the laws of the State of Texas.

Each Co-Owner, by its acceptance of a deed to a Unit, hereby expressly vests in the Association or its agent, the right and power to bring all actions against such Co-Owner for the collection of such charges and to enforce the aforesaid lien by all methods available for the enforcement of such liens, and such Co-Owner hereby expressly grants to the Association a power of sale in connection with said lien.

Nothing contained in this Article shall be construed in any way so as to relieve any insurance company from the payment of any and all amounts which would be payable under any policy or policies had not this Article been inserted.

ARTICLE X USE RESTRICTIONS

10.1 Business Use. The Units are to be used solely for business office and related purposes as permitted by the Comprehensive Zoning Ordinances of the City of El Paso, unless otherwise prohibited by this Declaration. No Unit may be used for on site wholesale or retail sale of merchandise.

10.2 No Residential Use. No Unit shall be used for residential purposes. No animals, including any household pets, livestock or poultry of any kind shall be raised, bred or kept in any Unit. No noxious or offensive activity will be carried on in any Unit or any of the Common Elements and no use of any Unit will be made which shall emit offensive odors or noises or sound which shall extend beyond the perimeters of each Unit.

10.3 Signs. No signs shall be permitted on a Unit except in the predetermined spaces as approved by the Association, which shall be approved in advance by the Association, contain not more than three (3) square feet of gross area and may only state the name of the occupant of the Unit. For sales signs may be placed on the Common Area with the written consent of the Association.

10.4 Obstruction of Common Elements. No Co-Owner may obstruct or interfere with any other Co-Owner's (and a Co-Owner's tenants and invitees) use of the Common Elements. Nothing, including vehicles, will be stored on the Common Elements.

10.5 Violation of Rules. No Co-Owner may violate the rules and regulations adopted by the Association governing the use of the Common Elements.

10.6 Parking. No Co-Owner will park any vehicle in the Common Elements except in a space designated for parking.

10.7 Exemptions. Declarant will be exempt from the restrictions of this Article to the extent reasonably necessary for the completion of construction and sales of the Project, including but not limited to, placing advertising signs on the Project and generally making use of the Land and Common Elements as is reasonably necessary to carry on construction activity.

10.8 Antennas and Communication Dishes. All antennas and communications dishes or devices must be mounted on the roof of a Unit.

10.9 Enforcement. Enforcement shall be by proceedings at law or in equity against any person violating or attempting to violate any covenant to restrain violation, and the losing party shall pay all costs of court and reasonable attorney's fees to the prevailing party in addition to any damage assessed by the court. In the event that a temporary injunction is issued by the court, no bond shall be required by the applicant.

ARTICLE XI
MISCELLANEOUS

11.1 Severability. If any provision of the Condominium Documents or any section, sentence, clause, phrase or word, or the application thereof in any circumstances be judicially held in conflict with the laws of the United States or the State of Texas, then such laws shall be deemed controlling and the validity of the remainder of the Condominium Documents and the application of any such provision, section, sentence, clause, phrase or word in other circumstances shall not otherwise be affected thereby. In the event of any conflict between the provisions of this Declaration and other Condominium Documents, this Declaration shall control.

11.2 Provisions of Declaration Supplemental to Law. The provisions of this Declaration shall be in addition and supplemental to and not in lieu of the Act and all other provisions of law, except that in the event of any conflict, this Declaration will control.

11.3 Notice: Any notices to be given pursuant to the Declaration shall be given in the manner provided in the By-Laws.

IN WITNESS WHEREOF, Declarant has duly executed this Declaration this 14 day of September, 2002.

Cardel Construction, Inc.

By: *Del Huit*
Del Huit, President

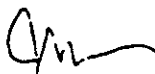
Joined in by the undersigned lienholder for the purposes of evidencing the lienholder's consent to the creation of a condominium regime.

Bank of the West

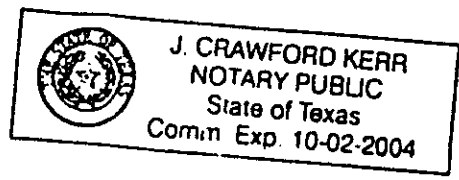
By: *W. B. Harrison*
Name: WILLIAM B HARRISON
Title: SENIOR VICE PRESIDENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on the 14 day of September, 2002 by Del Huit, as President of Cardel Construction, Inc. on behalf of said corporation.



Notary Public in and for
the State of Texas




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Doc# 20020076235
Pages 27
9/24/2002 3:04:39 PM
Filed & Recorded in
Official Records of
EL PASO COUNTY
HECTOR ENRIQUEZ, JR
COUNTY CLERK
Fees \$61.00

ANY PROVISIONS HERIN WHICH RESTRICTS THE SALE, RENTAL
OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR
OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW
STATE OF TEXAS
COUNTY OF EL PASO

I hereby certify that this instrument was filed on the date and time stamped
hereon by me and was duly recorded in the volume and page of the Official
Public Record of Real Property El Paso County.



1+ 

EL PASO COUNTY, TEXAS

SEP 24 2002

**END OF
INSTRUMENT**