

DECLARATION
OF
DESERT OFFICE GARDEN SUITES, A CONDOMINIUM

ARTICLE 1
SUBMISSION AND DEFINED TERMS

Section 1.1 **Submission of Real Estate.** Desert Office Garden Suites, L.P., a Texas limited liability partnership (the "Declarant"), owner in fee simple of the real estate described in Section 2.2 located in El Paso County, Texas, hereby submits the real estate, together with all easements, rights and appurtenances thereto and the buildings and improvements erected or to be erected thereon (collectively, the "Property") to the provisions of Chapter 82 of the Texas Property Code, known as the Texas Uniform Condominium Act (the "Act").

Section 1.2. **Defined Terms.** Each capitalized term not otherwise defined in this Declaration or in the Plats and Plans shall have the meanings specified or used in the Act.

ARTICLE 2.
NAMES AND DESCRIPTION OF REAL ESTATE

Section 2.1. **Names.**

(a) **Condominium.** The name of the condominium is Desert Office Garden Suites.

(b) **Association.** The name of the association is Desert Office Garden Suites Unit Owners' Association, a Texas non-profit corporation.

Section 2.2. **Real Estate.** The Condominium is located in El Paso County, Texas. The real estate of the Condominium is described as follows: Lot 4, Block 2, of MESA HILLS PLAZA, an addition to the City of El Paso, El Paso County, Texas according to the Plat thereof, recorded in Volume 68, Page 37, Plat Records of El Paso County, Texas (the "Property").

ARTICLE 3.
THE ASSOCIATION

Section 3.1. **Authority.** After the expiration of the Declarant Control Period, as defined in Section 3.3 hereof, the business affairs of the Condominium shall be managed by the Association, acting through its board of directors (the "Board"). The Association shall be governed by its bylaws, as amended from time to time.

Section 3.2. **Powers.** The Association shall have all of the powers, authority and duties permitted pursuant to the Act necessary and proper to manage the business and affairs of the Condominium. Without limitation on the foregoing, the Association may assign its future income, including its rights to receive Common Expense Assessments, only by the affirmative vote of Unit Owners of Units to which at least fifty-one percent (51%) of the votes in the

Association are allocated, at a meeting called for that purpose. The Association shall have the right to lease spaces in the covered parking area to Unit Owners on such terms and conditions as the Association shall, from time to time, establish.

Section 3.3. **Declarant Control Period.** The Declarant shall have all the powers reserved in Section 82.103(c) of the Act to appoint and remove officers and members of the Board, for the maximum time permitted by the Act (the "Declarant Control Period").

The Declarant, in its sole discretion, may voluntarily and conditionally surrender the right to appoint and remove officers and members of the Board prior to the time provided in the Act for mandatory termination of the Declarant Control Period, provided that the Association agrees in a writing, to be recorded in the Real Property Records of El Paso County, Texas, that for the remainder of the time, that the Declarant would otherwise be entitled to control the Board, that any actions of the Board and/or the Association, specified in such writing must be approved by the Declarant before any such actions become effective.

ARTICLE 4.

UNITS

Section 4.1. **Maximum Number of Units.** The maximum number of Units in the Condominium that the Declarant reserves the right to create is twenty four (24).

Section 4.2. **Identification of Units.** The identification number of each Unit is shown on the Plats and/or Plans.

Section 4.3. **Unit Boundaries.** The boundaries of each Unit are located as shown on the Plats and Plans. The walls, floors, and ceilings are designated as boundaries of a Unit.

ARTICLE 5.

COMMON ELEMENTS

Section 5.1. **Description of Common Elements.** The Common Elements are all of the following (exclusive of the Limited Common Elements) and are as shown on the attached Plats and/or Plans:

(a) The Property on which the Condominium is located, all easements, servitudes, rights and privileges belonging to or in any way appertaining thereto;

(b) Except for items herein defined as constituting the Units and their respective Limited Common Elements, all other improvements not associated with a single Unit;

(c) The rounds, driveways, parking areas, curbs, parking spaces (covered and uncovered), walks and walkways;

(d) The chattels used for the maintenance of the Property;

(e) The utility meters and collection and distribution lines to the point they enter the respective Units, to the extent the meters and lines are not owned by a utility company, and to the extent the lines are not inside an individual Unit;

(f) All other parts of the Property necessary for common use or convenient to its existence, maintenance and safety;

(g) The roof surfaces of all the Units;

(h) The exterior surfaces of all the Units;

(i) The landscaping and irrigation systems; and

(j) All easements benefiting the Property.

Section 5.2 Description of Limited Common Elements. A "Limited Common Element" means a portion of the Common Elements, designated in this Declaration, or on the Plats and Plans, or by the Act, for the exclusive use and/or benefit of one or more but fewer than all of the Units. The portions of the Condominium so described in the Plats and/or Plans attached hereto, in addition to the portions described in Sections 82.052(2) and 82.052(4) of the Act, are designated as Limited Common Elements.

Section 5.3. Allocation of Reserved Limited Common Elements. The Declarant reserves the right to allocate specified areas which constitute a part of the Common Elements as Limited Common Elements for the exclusive use of the owners of Units to which such specified areas shall become appurtenant. The Declarant may assign such Common Elements as Limited Common Elements pursuant to the provisions of Section 82.058 of the Act (i) by making such an allocation in a recorded instrument or (ii) in the deed to the Unit to which such Limited Common Element area shall be appurtenant or (iii) by recording an appropriate amendment to this Declaration. Such allocations by the Declarant may be to Units owned by the Declarant. Subsequent to the Declarant Control Period, the right of allocation pursuant to this Section shall pass from the Declarant to the Board and the Declarant may not thereafter exercise any such right.

Section 5.4. Allocation of Specified Common Elements. The Board may designate parts of the Common Elements from time to time for use by less than all of the Unit Owners or by non-owners for specified periods of time or by only those persons paying fees or satisfying other reasonable conditions for use as may be established by the Board. Any such designation by the Board shall not be a sale or disposition of such portions of the Common Elements.

ARTICLE 6. ALLOCATED INTERESTS

Section 6.1. Allocated Interests. The undivided interest in the Common Elements, all Common Expense Liability, Limited Common Expense Liability and votes in the Association allocated to each Unit shall be as set forth below.

Section 6.2. Determination of Allocated Interests. The interests allocated to each Unit have been calculated as follows:

(a) The undivided interest in the Common Elements, on the basis of the number of Units in the Condominium;

(b) The percentage of liability for Common Expense Liability, on the basis of the number of Units in the Condominium; and

(c) The number of votes in the Association on the basis of one (1) vote per Unit.

Section 6.3. **Future Allocated Interests.** Upon the addition, or withdrawal of Units to or from the Condominium, the undivided interest in the Common Elements, the Common Expense Liability, and votes in the Association shall be reallocated pursuant to the same formula as set forth above.

ARTICLE 7. **RESTRICTIONS ON USE, ALIENATION AND SUBDIVIDING**

Section 7.1. **Use and Occupancy Restrictions.** Subject to the Special Declarant Rights reserved by the Declarant, all Units and the Common Elements shall be occupied and used as follows:

(a) Each Unit shall be used only for the following purposes:

(i) banks or other similar financial institutions;

(ii) museums, art galleries and libraries;

(iii) offices, business and professional, including doctors' offices, clinics and other medical practitioners;

(iv) shops for custom work and making articles such as jewelry, picture frames, draperies, stained glass and other similar crafts to be sold at retail on the premises and occupy not more than two thousand (2,000) square feet;

(v) studios for arts and crafts, photography and business schools.

(b) Any and all uses of a Unit and the Common Elements shall be in compliance with all laws, rules and regulations promulgated by federal, state and local governmental authorities having jurisdiction over the Condominium.

(c) Except as set forth in Section 7.1(t), no maintenance, changes, modification or addition to the exterior of any Unit, including by way of example and not limitation, painting of exterior trim or surfaces, building of new fences or walls, restuccoing or addition of fixtures, shall be allowed except with advance written permission of the Board and except if such action complies with the provisions of the Declaration.

(d) There shall be no obstruction of the Common Elements, except as expressly provided herein. Each Unit Owner shall be responsible for keeping the Limited

Common Elements allocated to such Owner's Unit free from rubbish, debris, junked or stored vehicles, and other unsightly materials. No inoperative vehicles or large unsightly equipment shall be allowed to be parked on the Common Elements, including, without limitation the Limited Common Elements allocated to any Unit. Nothing shall be altered, constructed or removed from the Common Elements except upon the prior written consent of the Board. No waste shall be committed on the Common Elements.

(e) Nothing shall be done or kept in any Unit or in the Common Elements, including, without limitation, in the Limited Common Elements allocated to any Unit, which will increase the rate of insurance of the Condominium, without the prior written consent of the Board. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Elements, including, without limitation, the Limited Common Elements allocated to such Unit, which will result in the cancellation of insurance on the Condominium, or the contents thereof, or which would be in violation of any law.

(f) There will not be allowed in or on any Unit, or the Common Elements, including, without limitation, the Limited Common Elements allocated to any Unit, any garbage, garbage receptacles, garbage bag or trash cans, except within enclosures provided therefor by the Association.

(g) No Unit Owner shall cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of any Unit, and no sign (except signs complying with the provisions of Section 7.1(t) hereof), awning, canopy, shutter, or antenna shall be fixed to or placed on the exterior walls or roof or any part thereof, without the prior written consent of the Board. Window coverings or curtains, blinds or shades which are visible to outside views shall be aesthetically harmonious with the exterior design, color, and other Units, as determined by the Board.

(h) No pets, birds, reptiles or animals shall be kept in any Unit. No pet or animal shall be allowed to roam unattended onto the Common Elements or into other Units or onto the Limited Common Elements of other Units. Nothing herein shall be construed as attempting to prohibit the use of animals to assist disabled individuals, including, without limitation, the vision and/or hearing impaired.

(i) No noxious or offensive activity shall be carried on in any Unit or in the Common Elements, including, without limitation, the Limited Common Elements allocated to any Unit, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to a Unit Owner or other occupant. Without limitation, the following items shall be considered noxious, offensive, annoying or dangerous: offensive or strong odors, continuous, repeated, loud or annoying sounds or music, discharge of firearms, accumulations of trash, religious decorations and bright outdoor lights directed toward neighboring Units, long-term parking of vehicles in areas other than inside a Unit, violation of restrictions as to use and occupancy as are set forth in this Article, and any other conduct, activity or use which would otherwise meet the definition of a "nuisance" or "public nuisance" under common law or applicable governmental zoning and ordinances, laws and regulations.

(j) No plastic, tarpaulins, rugs, clothes, sheets, blankets, laundry of any kind or other articles shall be hung out on or exposed outside a Unit or upon the Common Elements, including, without limitation, the Limited Common Elements allocated to any Unit.

(k) No advertisements or "Vacancy" or "For Sale" or "For Rent" or other signs or other window displays or political or commercial advertisements shall be maintained or permitted on any part of the Condominium, or on any Unit or Common Elements, which is visible from any other part of the Condominium, including, without limitation, the Limited Common Elements allocated to any Unit, provided, however, that an Owner may display one (1) "For Sale" or "For Rent" or "For Lease" sign as applicable, provided such sign is displayed in the front window of such Owner's Unit, and such sign is no larger than a standard realtor's yard sign, or in any event, no larger than 24" x 36", and is removed promptly upon the sale or lease of such Unit.

(l) No Unit Owner shall conduct, or permit any of its agents, employees, contractors, invitees or lessees to conduct any activity on or in any Unit, or on or in any of the Common Elements, including, without limitation, the Limited Common Elements, which will impair the structural integrity of the buildings, which will jeopardize the soundness of the same and the safety thereof, which would structurally change the buildings, except as is otherwise provided herein, or which would reduce the value of or impair easements, servitude, rights, privileges or hereditaments belonging to or in any way appertaining to the Condominium.

(m) Except in conjunction with the exercise of Declarant's Development Rights and/or Special Declarant Rights, or the Board's duties, nothing shall be altered or constructed or removed, including parking signs, striping, trees and shrubs, from the Common Elements, including, without limitation, the Limited Common Elements allocated to any Unit, except upon prior written consent of the Board.

(n) No Unit Owner shall plant, remove, cut or prune trees and shrubs located in the Common Elements, including, without limitation, the Limited Common Elements allocated to such Unit, except upon prior written consent of the Board.

(o) No Unit Owner shall modify, expand or add to its respective Unit, except upon prior written consent of the Board. Such consent shall not be unreasonably withheld, conditioned or delayed, provided that such proposed modification, expansion or addition complies with all laws, rules and regulations of any governmental authority having jurisdiction over the Condominium, including, without limitation, Section 82.061 of the Act, as amended.

(p) No Unit Owner shall use, or permit the use of its Unit, or the Common Elements, including, without limitation, the Limited Common Elements allocated to any Unit to store explosive devices, materials or other dangerous instrumentalities.

(q) No Unit Owner shall dispose, or permit the disposal of any waste in a manner which will corrode, clog or otherwise impair sewer service for the Condominium.

(r) All Unit Owners, at their respective sole expense, shall comply with all laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities pertaining to such Unit Owner's ownership, use, occupancy, management and/or control of its respective Unit, including without limitation, the Americans with Disabilities Act, as amended, and with any recorded covenants, conditions and restrictions, regardless of when they become effective, including, without limitation, all applicable federal, state and local laws, regulations or ordinances pertaining to air and water quality, Hazardous Materials (as hereinafter defined), waste disposal, air emissions and other environmental, health and safety, zoning and land use matters, and with any directive or order of any public

officer or officers, or any insurance carrier, underwriter's association or similar authority pursuant to law, which impose any duty upon any Unit Owner with respect to such Unit Owner's ownership, use, occupancy, management and/or control of such Owner's Unit.

EACH UNIT OWNER SHALL INDEMNIFY, DEFEND AND SAVE HARMLESS THE DECLARANT, THE ASSOCIATION AND/OR THE BOARD, AS APPLICABLE, FROM AND AGAINST ANY AND ALL LIABILITY, LIENS, CLAIMS, DEMANDS, DAMAGES, EXPENSES, FEES, COSTS, FINES, PENALTIES, SUITS, PROCEEDINGS, ACTIONS AND CAUSES OF ACTION OF ANY AND EVERY KIND AND NATURE ARISING OR GROWING OUT OF OR IN ANY WAY CONNECTED WITH SUCH OWNER'S OWNERSHIP, USE, OCCUPANCY, MANAGEMENT OR CONTROL OF ITS RESPECTIVE UNIT, BY SUCH OWNER, ITS AGENTS, EMPLOYEES, CONTRACTORS, INVITEES AND/OR LESSEES. WITHOUT LIMITATION ON THE FOREGOING, EACH UNIT OWNER SPECIFICALLY AGREES THAT IT SHALL INDEMNIFY, DEFEND AND HOLD DECLARANT, THE ASSOCIATION, AND/OR THE BOARD, AS APPLICABLE, HARMLESS FROM ANY AND ALL CLAIMS, JUDGMENTS, DAMAGES, PENALTIES, FINES, COSTS, LIABILITIES OR LOSSES (INCLUDING, WITHOUT LIMITATION, DIMINUTION IN VALUE OF THE CONDOMINIUM, DAMAGES FOR THE LOSS OR RESTRICTION ON USE OF SALABLE OR USABLE SPACE OF ANY PORTION OF THE CONDOMINIUM, INCLUDING, WITHOUT LIMITATION, THE COMMON ELEMENTS AND/OR THE LIMITED COMMON ELEMENTS ALLOCATED TO ANY UNIT, AND SUMS PAID IN SETTLEMENT OF CLAIMS, ATTORNEYS' FEES, CONSULTANT FEES AND EXPERT FEES) WHICH ARISE DURING OR AFTER SUCH UNIT OWNER'S OWNERSHIP, USE, OCCUPANCY, MANAGEMENT AND/OR CONTROL OF ITS UNIT AS A RESULT OF ANY BREACH BY SUCH UNIT OWNER, ITS AGENTS, EMPLOYEES, CONTRACTORS, INVITEES AND/OR LESSEES UNDER SECTION 7.1.(s) HEREOF, OR ANY CONTAMINATION OF ANY PORTION OF THE CONDOMINIUM, INCLUDING, WITHOUT LIMITATION, SUCH OWNER'S UNIT, THE COMMON ELEMENTS AND/OR THE LIMITED COMMON ELEMENTS ALLOCATED TO ANY UNIT, OR NEIGHBORING PROPERTIES RESULTING FROM THE PRESENCE OF HAZARDOUS MATERIALS ON OR ABOUT SUCH OWNER'S UNIT, THE COMMON ELEMENTS AND/OR THE LIMITED COMMON ELEMENTS ALLOCATED TO ANY UNIT CAUSED OR PERMITTED BY SUCH OWNER, ITS AGENTS, EMPLOYEES, CONTRACTORS, INVITEES AND/OR LESSEES.

Each Unit Owner authorizes the Declarant, the Association and/or the Board, as applicable (although expressly recognizing that neither the Declarant, the Association nor the Board is under any obligation to do so) to defend, settle or compromise any claims, demands, suits, proceedings or the like which may represent an indemnifiable obligation of any Unit Owner hereunder. Such action or inaction by the Declarant, the Association and/or the Board shall in no way affect the offending Unit Owner's indemnity obligations as provided herein. Each Unit Owner's indemnity obligations hereunder shall survive each Unit Owner's ownership, use, occupancy and/or management of such Owner's respective Unit.

(s) No Unit Owner shall cause or permit any Hazardous Material to be brought upon, kept or used in or about such Owner's Unit, the Common Elements, including, without limitation, the Limited Common Elements allocated to any Unit, or any other portion of the Property and/or the Condominium, by such Owner, its agents, employees, contractors, invitees or lessees, except such Hazardous Material as is reasonably necessary or useful to such Owner's, or its lessee's business, and will be used, kept and stored in a manner that

complies with all laws regulating any such Hazardous Material so brought upon or used or kept in or about the Condominium. It shall be the responsibility of the Unit Owner of the Unit to remove all such Hazardous Material upon the earlier to occur of: (i) the termination of any lease where the lessee has used, kept or stored Hazardous Materials on, in or about the Condominium; or (ii) such Owner's sale of his Unit. In the event that any Unit is sold prior to the expiration of such lease, then the obligation to remove Hazardous Material hereunder at the termination of such lease shall be a joint and several liability of the selling Unit Owner and the purchasing Unit Owner subsequent to the close of the sale of such Unit.

As used herein, the term "Hazardous Material" means any pollutant, toxic substance, regulated substance, hazardous waste, hazardous material, hazardous substance, oil, hydrocarbon, asbestos or similar item as defined in or pursuant to the Resource Conservation and Recovery Act, as amended, the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, the Federal Clean Water Act, as amended, the Safe Drinking Water Act, as amended, the Federal Water Pollution Control Act, as amended, the Texas Water Code, as amended, the Texas Solid Waste Disposal Act, as amended, or any other federal, state or local environmental or health and safety related, constitutional provisions, law, regulation, ordinance, rule, or bylaw, whether existing as of the date hereof, previously enforced or subsequently enacted.

(t) Except as set forth in Section 7.1(k), no sign, poster, billboard or other advertising devices of any character shall be erected or maintained on the Common Elements or show or be displayed from the Units without the prior written approval of the Board. Notwithstanding the foregoing, each Unit Owner may attach to the exterior façade of the exterior walls of its Unit signs advertising the name or business of the Unit Owner or its tenant provided such signs satisfy each of the following conditions:

(i) the signs cannot extend in anyway beyond the boundary of the sign locations set forth on Exhibit "C" with respect to front and rear elevations and Exhibit "D" with respect to side and corner elevations,

(ii) the font style must be "Arial" per Microsoft Word 2000, and

(iii) the lettering must be clear, anodized aluminum or like color and material which must be approved in writing by the Board. In no event shall cloth, vinyl, paper banners, or rope signs; flat-faced, plastic box or back light box signs or blinking or moving signs or signs that emit light rays and/or lasers ever be permitted. Any such permitted signs shall be (y) maintained in a first class condition at the sole expense of the Unit Owner of the benefited Unit and (z) a limited Common Element appurtenant to the Unit for the benefit of which it is installed, which shall include a non-exclusive easement over the Common Elements for maintenance, repair, operation, replacement and removal thereof.

(u) Notwithstanding anything herein to the contrary, until Declarant has fully exercised all of its Development Rights and Special Declarant Rights, the Declarant shall have the right to utilize the Common Elements for construction purposes, and may store and utilize equipment and materials thereon. Declarant may, during exercise of Declarant's Development Rights and Special Declarant Rights, perform any act reasonably necessary or proper relative to performance of such rights, without exception.

(v) Parking spaces shall be used exclusively for the parking of passenger automobiles and trucks up to three-quarter (3/4) ton. Delivery trucks and moving vans may park temporarily within the designated parking spaces during actual loading operations and shall not be left unattended. All parking spaces, covered and uncovered, and all covered parking structures, whether temporary or permanent, are Common Elements. One covered parking space shall be assigned to each Unit Owner or its designee. All other covered parking spaces are subject to lease on terms and at rates established by the Board of Directors on a first-come, first-served basis for the exclusive use of individual Unit Owners and their tenants. All parking areas shall be resurfaced by the Association so as to provide all-weather surfaces. Each parking space provided may be designated by lines painted on the paved surfaces, and all parking areas shall provide, in addition to parking spaces, driveways and space for the movement of vehicles. The Association, acting through the Board of Directors, shall have the right to establish reasonable rules and regulations governing the use of the driveways, parking areas and parking spaces (covered and uncovered) in the Common Elements. Maintenance, repair and replacement of parking spaces and areas is declared to be a Common Expense. Nothing shall be stored upon any parking space, nor shall the same be permitted to accumulate trash or debris. No repair work on motor vehicles shall be performed in the parking spaces or any Common Areas except for emergency repair.

Section 7.2. **Restrictions on Alienation.** No Unit may be conveyed pursuant to a time sharing arrangement.

Section 7.3. **Restriction on Subdividing.** No Owner shall subdivide or cause any Unit in the Condominium to be subdivided, except upon the affirmative vote of at least two-thirds (2/3) of the votes of the Association.

Section 7.4. **Restriction on Leases.** Each Unit Owner, including, without limitation, Declarant shall be entitled to lease its respective Unit(s) in whole, or in part to other persons, subject to the provisions of this Declaration and rules, regulations and supervisory powers of the Declarant and/or the Board, as applicable.

Section 7.5. **Regulations.** The Declarant and/or the Board, as applicable, may adopt rules and regulations governing the lease, use and occupancy of Units. The rules and regulations adopted may usurp, prohibit or prevent preexisting conduct, even if such conduct was not prohibited by this Declaration or existing rules or regulations prior to the adoption of the new rules and regulations.

ARTICLE 8.

EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS

Section 8.1. **Existing and Future.** All easements, licenses, and restrictions to which the Condominium is presently subject are recited in Exhibit "A". In addition, the Condominium may be subject to other easements, licenses, options, first right of refusals or restrictions hereafter granted by the Declarant pursuant to Article 12 of this Declaration.

Section 8.2. **Declaration of Parking and Access Easement.** Declarant hereby declares a mutual, reciprocal and non-exclusive perpetual easement, in and over the paved parking areas, sidewalks and service areas, access ways for both pedestrian and vehicular passage, parking and use, water drainage, for ingress from and egress to the public streets adjoining the

Condominium, for the benefit of each Unit Owner, and their respective employees, agents, guests, invitees, customers and business invitees.

Section 8.3. **Restriction Against Assigning Parking.** Except for designated handicapped parking spaces, as required by applicable law and the covered parking areas, there shall be no assigned parking spaces. The Board may designate "visitors only" and "delivery only" spaces by appropriate signage.

Section 8.4. **Covenants Running with the Land.** Each Unit, now or hereafter comprising the Condominium shall be held, transferred, improved, sold, conveyed, used and occupied subject to each of the easements, covenants, conditions and restrictions described herein, which easements, covenants, conditions and restrictions shall be covenants running with the Condominium and each Unit therein and enforceable against all Owners, and their respective heirs, personal representatives, successors and assigns, as applicable.

ARTICLE 9. AMENDMENT OF DECLARATION

Section 9.1. **Permitted Methods.** Any amendment to this Declaration may be adopted in accordance with any method permitted by Section 82.067 of the Act, or by any other method authorized by the Board by vote or agreement of Unit Owners to which at least seventy-five percent (75%) of the votes in the Association are allocated.

Section 9.2. **Amendment to Meet Certain Requirements.** The Board or the Declarant, if the Declarant owns at least one Unit that has never been occupied, may without a vote of the Unit Owners, or approval of the Association, amend this Declaration in any manner necessary to meet the requirements of the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Federal Housing Administration or the Veterans' Administration.

Section 9.3 **Amendment to Correct Errors.** If any provision of this Declaration requires formal amendment to correct a typographical or other mistake, or to correct a provision which frustrates the collective intent of the parties or frustrates the purpose of this Declaration to enhance the Property and/or the Condominium for the collective benefit of all the Owners, then each owner and each person who holds a mortgage or deed of trust lien against any of the Owners, shall be and is hereby obligated to execute such reasonable modifications or amendments to this Declaration as are reasonably required under the circumstances.

ARTICLE 10. PLAT AND PLANS

Section 10.1. **Plat and Plans.** A reduced copy of the plat of the Condominium and the unit plans for the Condominium are attached hereto as Exhibit "B". The original Plat is contained in the Association's records and is recorded in the Deed Records of El Paso County, Texas.

ARTICLE 11.
INSURANCE AND RECONSTRUCTION AFTER LOSS

Section 11.1. Insurance.

(a) Beginning not later than the date of the first conveyance of a Unit to a person other than the Declarant, and in so far as the same is practical, the Board shall purchase and maintain such insurance policies, in such amounts, as the Board, in its sole discretion shall deem appropriate. The cost for such insurance purchased by the Association shall be allocated to all Units as a Common Expense Liability.

Nothing herein shall be construed to affect the right of: (i) a beneficiary under any deed of trust encumbering any Unit, to require such Unit Owner; or (ii) any Unit Owner who has leased its Unit to a lessee to require such lessee, to acquire insurance in addition to that provided by the Association hereunder. Additionally, each Unit Owner shall be responsible for acquiring and maintaining, at each such Unit Owner's sole expense and discretion, any additional insurance as each such Unit Owner shall deem appropriate, including, without limitation, insurance on the contents of such Unit Owner's Unit.

(b) Neither the Board nor the Declarant shall be liable for failure to obtain any coverages or for any loss or damage resulting from such failure if such failure is due to the unavailability of such coverages from reputable insurance companies, or if such coverages are so available only at a demonstrably unreasonable cost.

(c) To the extent that at the time of a loss under any insurance policy purchased hereunder, there is additional insurance in the name of a Unit Owner covering the same Unit covered by the insurance herein described, such additional insurance shall provide primary coverage and the insurance described in this Article 11 shall be secondary.

(d) The Declarant, so long as Declarant shall own any Unit, shall be protected by all such policies as a Unit Owner, except that if Declarant maintains builders' risk or similar hazard insurance on an unsold and unoccupied Unit, the Association shall not be required to purchase a fire insurance policy or coverage on such Unit.

(e) All policies of insurance shall be written by reputable companies licensed to do business in the State of Texas.

(f) Each Unit Owner shall have the right, at its own expense and in its sole discretion, to obtain such additional insurance as such Unit Owner may deem appropriate; provided however, that no Unit Owner shall be entitled to exercise this right to acquire or maintain such insurance coverage so as to decrease the amount which the Board, on behalf of all Unit Owners, may realize under any insurance policy maintained by the Board to be brought into contribution with insurance coverage obtained by a Unit Owner. All such policies shall contain waivers of subrogation against the Declarant, the Board and Association, and shall provide primary insurance over the insurance purchased by the Board pursuant to this Article 11.

(g) The proceeds of any insurance policy purchased by the Board hereunder shall be submitted by and adjusted with the Association, and, in the sole discretion

of the Board, shall be payable to an Insurance Trustee designated by the Association to hold such proceeds in trust for the affected Unit Owners and their lienholders, as their interests may appear.

(h) The Board is hereby irrevocably appointed the agent for each Unit Owner, each mortgagee, other named insureds and their beneficiaries and any other holder of a lien or other interest in the Condominium or any portion thereof to adjust and settle all claims arising under insurance policies purchased by the Board and to execute and deliver releases upon the payment of claims. Each Unit Owner appoints the Board as its attorney-in-fact for this purpose. The Board, in its discretion, and under terms and conditions which may be imposed by the Board, may relinquish its rights hereunder, in writing, in favor of any Unit Owner, who has a claim arise under any insurance policies purchased by the Board, if the Board, in its sole discretion, determines it is appropriate to allow such Unit Owner to negotiate with the insurer and to repair any casualty without involvement of the Board.

Without limitation on the foregoing, each Unit Owner shall procure and maintain at least the following insurance policies:

(1) **Causes of Loss-Special Form.** Each Unit Owner shall procure and maintain a policy covering risk of direct physical loss or damage on such Unit Owner's Unit for the full insurable value thereof.

(2) **Commercial General Liability.** Each Unit Owner shall procure and maintain a policy or policies of insurance, insuring the Unit Owner, and the Association against all claims, damages or actions arising out of or in connection with such Unit Owner's use or occupancy of its Unit or by the condition of the Unit, the limits of such policy or policies to be in an amount not less than \$1,000,000 per occurrence and in an amount not less than \$2,000,000 in the general aggregate for bodily injury and property damage. Said policy or policies shall additionally include "fire legal liability" insurance coverage in the maximum allowable amount.

(3) **Form of Insurance.** All policies required of each Unit Owner hereunder shall: (i) be issued by a reputable insurance company qualified to do business in the state of Texas, which company has an A.M. Best Rating Company rating of not less than "A" according to the most recent rating thereof; (ii) name the Association as an additional insured and the respective Unit Owner as the named insured; (iii) provide that they cannot be cancelled or materially amended for any reason unless the Board is given forty-five (45) days prior written notice by the insurer; (iv) state that such insurance is primary over any insurance carried by the Association and; (v) contain an endorsement in favor of the Association, waiving such insurance company's right of subrogation against the Association. A duly executed certificate of insurance shall be delivered to the Board on or before the date that each Unit Owner takes possession of his respective Unit. All renewals shall be delivered to the Board at least ten (10) days prior to the expiration of the respective policy terms.

(4) **Mutual Waiver of Subrogation Rights.** Each Unit Owner and the Association and all parties claiming under them mutually release and

discharge each other and their respective officers, directors, partners, employees and agents from all claims and liabilities arising from or caused by any casualty or hazard to the extent they could be covered by the insurance required to be carried hereunder and waive any right of subrogation which might otherwise exist in or accrue to any person on account thereof; provided that such release shall not operate in any case where the effect is to invalidate such insurance coverage. This release shall apply even if the loss or damage shall be caused by the fault or negligence of a party hereto or for any person for which such party is responsible.

Section 11.2. **Obligation to Rebuild.** In the event of a casualty to the Condominium, the Association's obligation to rebuild or repair all or any portion of the Condominium shall be in all respects subject to Section 82.111(i) of the Act.

ARTICLE 12.

SPECIAL DECLARANT RIGHTS AND DEVELOPMENT RIGHTS

Section 12.1. **Special Declarant Rights.** The Declarant reserves the following Special Declarant Rights with respect to the Condominium:

- (i) The right to complete or make improvements indicated on the Plats and Plans;
- (ii) The right to exercise any Development Right described in Section 82.003(12) of the Act;
- (iii) The right to maintain sales offices, management offices, leasing offices, and models in Units or on the Common Elements;
- (iv) The right to maintain signs on the Condominium to advertise Units in the Condominium for sale;
- (v) The right to use, and to permit others to use, easements through the Common Elements as may be reasonably necessary for the purpose of discharging the Declarant's obligations under the Act and this Declaration;
- (vi) The right to appoint or remove any officer of the Association or any member of the Board during any period of Declarant control consistent with the Act; and
- (vii) The right to create additional Units.

Section 12.2. **Limitations on Special Declarant Rights.** Unless sooner terminated by a recorded instrument signed by the Declarant, any Development Right and/or Special Declarant Right may be exercised by the Declarant at any time prior to the expiration of the Declarant Control Period.

ARTICLE 13.

INTEREST RATE

Section 13.1. **Interest on Delinquent Assessments.** In the event of default in the payment of any monetary obligation to the Association, an Owner shall be obligated to pay interest on the principal amount, from the due date, at a rate to be determined, from time to time, by the Board, not to exceed the maximum permitted by law.

Section 13.2. **Default Interest Rate.** If the Board shall refuse or fail, from time to time, to determine a rate of interest, the rate of interest shall be the lesser of: (i) the maximum non-usurious rate of interest permitted by law; or (ii) eighteen percent (18%) per annum.

ARTICLE 14. **MAINTENANCE, REPAIR AND REPLACEMENT**

Section 14.1. **Maintenance of Units.** Except as otherwise set forth in this Declaration and/or in the Act, maintenance of the Units, including structural components, walls, glass, windows, doors, plumbing, wiring, HVAC, and appliances and appurtenances solely serving each such Unit, shall be the responsibility of the respective Unit Owners. Each Unit Owner shall maintain his or her Unit in a first class, clean and orderly condition, at his or her sole cost and expense. All repairs and replacements shall be substantially similar in quality, or better than the original construction and installation.

Section 14.2. **Maintenance of Common Elements.** Maintenance of the Common Elements and access easements shall be performed by the Association. All repairs and replacements shall be substantially similar to the original construction and installation.

Section 14.3. **Maintenance of Limited Common Elements.** Maintenance of the Limited Common Elements shall be performed by the Unit Owners respectively benefited by such Limited Common Elements. Without limitation on the foregoing, rear yards, fences and other portions of Units which are defined as Limited Common Elements shall be maintained by the Owner(s) of the Units to which such Limited Common Elements are attached. Furthermore, the Unit Owners shall maintain and keep the pavement and landscaping within their Limited Common Elements in good, presentable and clean condition.

Section 14.4. **Damage caused by Owner or Occupant.** Notwithstanding any duty of the Association established herein, any damage to the Condominium, including, without limitation, the Common Elements and/or the Limited Common Elements caused by negligence, abuse or misuse of any Unit Owner or any occupant of a Unit shall be the responsibility of the offending Unit Owner. If the Association incurs expenses to repair, maintain or remedy such condition, the Association shall be entitled to recover its costs and expenses thereby incurred from the offending Unit Owner and shall in addition be entitled to recover its costs, expenses and reasonable attorneys' fees thereby incurred. All such costs and expenses incurred by the Association shall be a lien on the Unit of the offending Unit Owner.

Section 14.5. **Expense Allocation.** Notwithstanding the foregoing, any common expense associated with the maintenance, repair or replacement of a Limited Common Element shall be assessed equally against the Units to which the Limited Common Element is assigned.

ARTICLE 15. **LIEN TO SECURE ASSESSMENTS**

Section 15.1. **Creation of Lien.** An assessment levied by the Association against a Unit or Unit Owner is a personal obligation of the Unit Owner and is secured by a continuing lien in favor of the Association on the Unit and on rents and insurance proceeds received by the Unit Owner and relating to such Unit Owner's Unit.

For the purposes of this Article 15, "Assessment" shall have the meaning set forth in Section 82.113(a) of the Act.

Section 15.2. **Priority of Lien.** The lien of the Association is created upon the recordation of this Declaration, which constitutes record notice and perfection of such lien. No other recordation or notice is required to give effect to the Association's lien created hereunder and/or pursuant to the Act.

The Association's lien shall have the maximum priority permitted by the Act, including, without limitation, priority over: (i) a lien for construction of improvements to a Unit, or an assignment of the right to insurance proceeds on such Unit; and (ii) any other lien as provided by Section 82.113(b) of the Act.

Section 15.3. **Non-judicial Foreclosure of Lien.** The Association's lien may be enforced by power of sale in favor of the Association, by and through a trustee appointed from time to time by written resolution of the Board. Such trustee may exercise the power of sale granted to the Association in any manner permitted by law, including, without limitation, through non-judicial foreclosure pursuant to Section 51.002 of the Texas Property Code.

ARTICLE 16.

REMEDIES

16.1 Self-Help. If any Unit Owner, and/or such Unit Owner's Permittees, shall default in the performance of an obligation of such Unit Owner, or such Unit Owner's Permittees, under this instrument (such Unit Owner, and/or such Unit Owner's Permittees being herein called a "*Defaulting Unit Owner*"), which default adversely affects the Unit Owner of another Unit, or such Unit Owner's Permittees (the Unit Owner of such other Unit who is adversely affected, or such Unit Owner's Permittee is hereafter referred to as an "*Affected Party*," whether one or more), such Affected Party, in addition to all other remedies it may have at law or in equity, after thirty (30) days' prior written notice to the Defaulting Unit Owner and any recorded first lien mortgagee (or first lien Deed of Trust beneficiary) of the Defaulting Unit Owner, shall have the right, but not the obligation, to perform such obligation on behalf of the Defaulting Unit Owner. In such event, if the Affected Party does, in fact, perform such obligation on behalf of the Defaulting Unit Owner, the Defaulting Unit Owner shall promptly, after being given written notice of the fact and amount of such expenditure by the Affected Party, reimburse the Affected Party the reasonable cost thereof (not exceeding prevailing rates for like or similar work and materials), together with interest thereon from the date of the Affected Party's outlay at a rate equal to the lesser of (i) eighteen percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "*Interest Rate*") plus reasonable costs associated therewith, including, without limitation, reasonable attorneys' fees and expenses.

16.2 Injunctive and Other Remedies. In the event of a breach by any Unit Owner, and/or such Unit Owner's Permittees, of any obligation of such Unit Owner, and/or such Unit Owner's Permittees, under this Declaration, any of the other Unit Owners shall be entitled to

injunctive relief mandating compliance and to obtain a decree specifically enforcing the performance of such obligation. Each Unit Owner, for itself, and its respective Permittees, hereby acknowledges and stipulates the inadequacy of legal remedies and the irreparable harm which would be caused by any such breach. Additionally, each Unit Owner shall be entitled to relief by any and all other available legal and equitable remedies from the consequences of such breach. Any action taken or document executed in violation of this Declaration shall be void ab initio, and may be set aside by appropriate legal proceedings instituted by the Declarant, any one or more Unit Owners, or by the Association. Any costs and expenses of any such proceeding, including, without limitation, reasonable attorneys' fees and expenses, shall be paid by the Defaulting Unit Owner.

16.3 Non-Waiver. No delay or omission of any Unit Owner in the exercise of any right accruing upon any default of any other Unit Owner shall impair such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by any Unit Owner of a breach of, or a default in, any of the terms and conditions of this Declaration by any other Unit Owner shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Declaration. Except as otherwise specifically provided in this Declaration, (i) no remedy provided in this Declaration shall be exclusive but each shall be cumulative with all other remedies provided in this Declaration and (ii) all remedies at law or in equity shall be available.

16.4 Non-Terminable Declaration. No breach of the provisions of this Declaration shall entitle any Unit Owner or party to cancel, rescind or otherwise terminate this Declaration, but such limitation shall not affect, in any manner, any other rights or remedies which any party may have hereunder by reason of any breach of the provisions of this Declaration. No breach of the provisions of this Declaration shall defeat or render invalid the lien of any mortgage or Deed of Trust covering any part of the Property, or any improvements thereon.

16.5 Force Majeure. In the event any Unit Owner or any other party shall be delayed or hindered in or prevented from the performance of any act required to be performed by such party by reason of Acts of God, strikes, lockouts, unavailability of materials, failure of power, prohibitive governmental laws or regulations, riots, insurrections, acts of terrorism, war, the act or failure to act of the other party, adverse weather conditions preventing the performance of work as certified to by an architect, or other reason beyond such party's reasonable control and with respect to which, in each of the aforesaid circumstances, the party is diligently and in good faith and with reasonable dispatch seeking to abate and remove the circumstances causing the delay or hindrance or prevention from performance of the act required to be performed by such party, then the time for performance of such act shall be extended for a period equivalent to the period of such delay. Lack of adequate funds or financial inability to perform or financial or economic losses or hardship resulting from performance shall not be deemed to be a cause beyond the reasonable control of such party.

ARTICLE 17.

TERM

17.1 Term. This Declaration and the easements, rights, restrictions, obligations and liabilities created hereby, shall be and remain in full force and effect for the period commencing on the date of this instrument and terminating fifty (50) years thereafter, at which time this Declaration and all of the aforesaid provisions thereof shall be automatically extended for

successive periods of ten (10) years each, unless prior to the expiration of any such period the Unit Owner(s) of seventy-five percent of the Units shall have executed and recorded an instrument in the Real Property Records of El Paso County, Texas declaring a termination date of this Declaration (in which event this Declaration and all of the provisions of this instrument shall expire and terminate subject, however, to the following: (i) No Unit Owner shall thereby be released from any obligation or liability of such Unit Owner for the payment of any monetary amount to any other Unit Owner which was not discharged by full payment prior to such termination; (ii) The provisions of Article 8 shall remain in full force and effect; and (iii) the provisions of Article 16 of this instrument and the provisions of Section 18.8 of this instrument shall remain in full force and effect.

ARTICLE 18.

GENERAL PROVISIONS

The following general provisions shall govern the administration and management of the Condominium:

Section 18.1. **Notices.** Notices required to be given to the Board, the Association or to any Unit Owner shall be delivered to any member of the Board or officer of the Association, or to such Unit Owner either personally or by mail addressed to such member, officer or Unit Owner at his Unit.

Section 18.2. **No Waiver.** No covenants, restrictions, conditions, obligations or provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 18.3. **Severability.** The invalidity of any covenant, restriction, condition, limitation or any other provisions of this Declaration, or any part of the same, shall not impact or affect in any manner the validity, enforceability or effect of the rest of this Declaration. In the event of a conflict between the provisions of the Declaration and the provisions of the Act, the conflict shall be resolved in favor of the Act.

Section 18.4. **Construction.** The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a first class condominium project.

Section 18.5 **Binding Effect.** Every agreement, covenant, promise, undertaking, condition, easement, right, privilege, option and restriction made, granted or assumed, as the case may be, by any party to this Declaration is made by such party for the benefit of each other party hereto. Any transferee of a Unit shall automatically be deemed, by acceptance of the title to any portion of one or more Units, or the Property, to have assumed all obligations of this Declaration relating thereto to the extent of its interest in its respective Unit or Units, as applicable and to have agreed with the then Unit Owner or Unit Owners of all other Units on the Property to execute any and all instruments and to do any and all things reasonably required to carry out the intention of this Declaration; but the transferor shall, upon the completion of such transfer, be relieved of all further liability under this Declaration thereafter accruing except, however, that such transferor shall not be relieved of any liability with respect to matters that may have arisen during its period of ownership of the Unit so conveyed that

remain unsatisfied. So long as the Declarant owns one or more Units, the Declarant's rights hereunder may be assigned to a party designated by the Declarant in a recorded written notice specifically designating its rights as Declarant. If the originally named Declarant should cease to own any property within the Development and no successor Declarant should be appointed, then the Declarant shall be the Owner(s) of a majority of the Voting Units.

Section 18.6 **Non-Dedication**. Nothing contained in this Declaration shall be deemed to be a gift or dedication of any portion of the Property to the general public or for any public use or purpose whatsoever, it being the intention of the parties hereto and their respective heirs, personal representatives, successors and assigns, as applicable, that nothing in this Declaration, expressed or implied, shall confer upon any person, other than the parties hereto and their respective heirs, personal representatives, successors and assigns, as applicable, any rights or remedies under or by reason of this Declaration.

Section 18.7 **Responsibility**. Notwithstanding anything to the contrary contained in this instrument, each party to this Declaration shall be liable and responsible for the obligations, covenants, agreements and responsibilities created by this Declaration and for any judgment rendered hereon only to the extent of its respective interest in said party's Unit(s).

Section 18.8. **Mortgage Subordination**. Any mortgage or Deed of Trust affecting any portion of a Unit and/or the Property shall, at all times, be subject and subordinate to the terms of this Declaration; and any party foreclosing any such mortgage or Deed of Trust, or acquiring title by Deed in lieu of foreclosure or in lieu of Trustee's sale shall acquire title subject to all of the terms and provisions of this Declaration, but shall not be liable for any default occurring prior to its acquisition.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed this 2nd day of June, 2005.

DECLARANT:

Desert Office Garden Suites, L.P., a Texas
limited liability partnership

By: Desert Suites Management, L.L.C., General
Partner

By: W.F. Karam, Inc., Manager

Eddow. KARAM

Title: President

By:

Name: [Signature]

Address for Notice:

200

Desert Office Garden Suites, L.P.
601 Sunland Park Drive, Building 1, Ste
El Paso, Texas 79912

STATE OF TEXAS)

COUNTY OF EL PASO)

This instrument was acknowledged before me on the 1th day of June, 2005 by Eddie W. Karam of W.F. Karam, Inc., Manager of Desert Suites Management, L.L.C., General Partner of Desert Office Garden Suites, L.P., a Texas limited partnership, on behalf of said limited partnership.

JB



NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

Schedule of Exhibits:

Exhibit A Easements, Licenses and Restrictions
Exhibit B Plat and Plans
Exhibit C Signs - Front and Rear Elevations
Exhibit D Signs - Side and Corner Elevations

Consent and Subordination by Lienholder

State National Bank ("Bank"), the current holder of that certain Promissory Note (the "Note") in the original principal amount of One Million Six Hundred Sixty Thousand Fifty and No/100 Dollars (\$1,660,050.00) executed by Declarant and payable to the order of Bank, which Note is secured by a vendor's lien retained in a Deed dated August 25, 2004, and recorded under County Clerk's File No. 20040081212, Real Property Records of El Paso County, Texas; by Deed of Trust, Security Agreement and Financing Statement of record under County Clerk's File No. 20040081213, Real Property Records of El Paso County, Texas; and by Lease and Rental Assignment of record under County Clerk's File No. 20040081214, Real Property Records of El Paso County, Texas covering the Property set forth in the Declaration of Desert Office Garden Suites, a condominium, hereby consents to the Declaration and hereby agrees that the above-referenced liens and any and all other liens and security interests held by Bank against the Property are and shall remain subordinate to the Declaration, except that said liens and security interests of Bank shall not be subordinate to the Liens to Secure Assessments as described in Article 15 of the Declaration, but shall remain superior to such liens and assessments.

STATE NATIONAL BANK

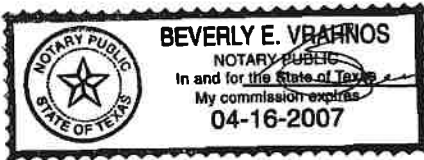
By: [Signature] SUP

Name: Henry Villa SUP

Title: SR V PRES

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me this 7th day
June, 2005, by HENRY VILLA SR VP
of State National Bank, a national banking association, on behalf of said
banking association.



NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AFTER RECORDING RETURN TO:

Desert Office Garden Suites, L.P.
601 Sunland Park Dr., Building 1, Ste 200
El Paso, Texas 79912
Attention: D. Borrett

Exhibit "A"
to
Declaration of Desert Office Garden Suites, a Condominium

1. Subdivision regulations of the County of El Paso and/or ordinances or regulation of the city holding extra-territorial jurisdiction of said property.
2. Restrictive covenants recorded in Volume 1279, Page 1083; Volume 1388, Page 762; Volume 1718, Page 1079; Volume 1926, Page 164; and Volume 2616, Page 337, Real Property Records of El Paso County, Texas.
3. A drainage utility easement ten (10) feet in width along the southerly property line(s) for use of public utilities, according to the plat recorded in Volume 68, Page 37, Real Property Records of El Paso County, Texas.
4. An easement five (5) feet in width along the northerly property line(s) for use of public utilities, according to the plat recorded in Volume 68, Page 37, Real Property Records of El Paso County, Texas.
5. A drainage utility easement forty (40) feet in width along the westerly property line(s) for use of public utilities, according to the plat recorded in Volume 68, Page 37, Real Property Records of El Paso County, Texas.
6. Any portion of the above described property lying within the boundaries of dedicated or existing roadways or which may be used for road or street purposes.
7. Easements and reservations as shown according to the map or plat thereof recorded in Volume 68, Page 37, Plat Records, El Paso Texas.
8. Restrictive covenants applicable to the platted subdivision in which Property is located.
9. Liens created as part of any financing by a Unit Owner.
10. Utility easement created by the Condominium Documents or plat of the subdivision in which the Property is located.
11. Any and all other covenants, conditions, easement, agreements, reservations, rights-of-way and restrictions affecting the Condominium and of record as of the Closing Date, including easements reserved or granted by Seller in connection with the development of the Condominium, and management agreements, service contracts and other agreements not of record executed by the Seller prior to the formation of the Association or by the Association after its formation, including by the association during the Declarant Control Period.
12. Any discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements, including any matter that would be disclosed by a current survey of the Property.

13. Rights of parties in possession of portions of the Project Property other than the Unit being purchased by a Unit Owner.
14. Such zoning or other restrictions upon the use of the Property as may be imposed by governmental authorities having jurisdiction thereof.
15. Liens for work done or materials furnished at the request of a Unit Owner.

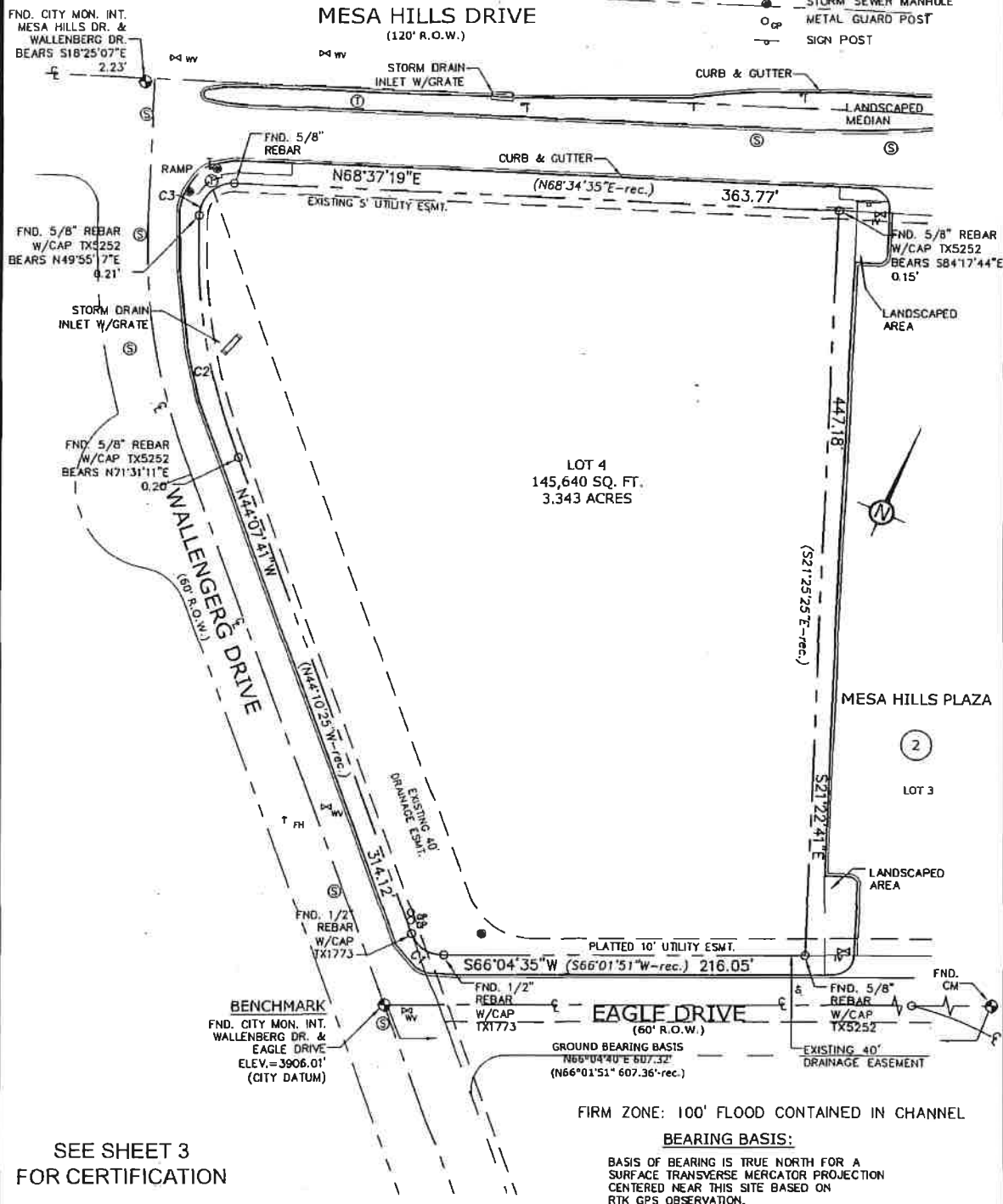
EXHIBIT "B-1-A"
TO
DECLARATION OF DESERT OFFICE GARDEN SUITES, A CONDOMINIUM
SURVEY

SCALE: 1" = 60'

BOUNDARY SURVEY ONLY - SHEET 1 OF 3

LEGEND

- T TRAFFIC SIGNAL CONTROL BOX
- S SANITARY SEWER MANHOLE
- T_{FI} FIRE HYDRANT
- D_W WATER VALVE
- ① TELEPHONE MANHOLE
- I_R IRRIGATION VALVE
- SSM STORM SEWER MANHOLE
- OP METAL GUARD POST
- SP SIGN POST



POOR QUALITY ORIGINAL
BEST AVAILABLE FILM

SEE SHEET 3
FOR CERTIFICATION

SHEET NUMBER
A1
1 OF 3

REVISED MAY 24, 2005 IN SUPPORT OF CONDOMINIUM DECLARATION

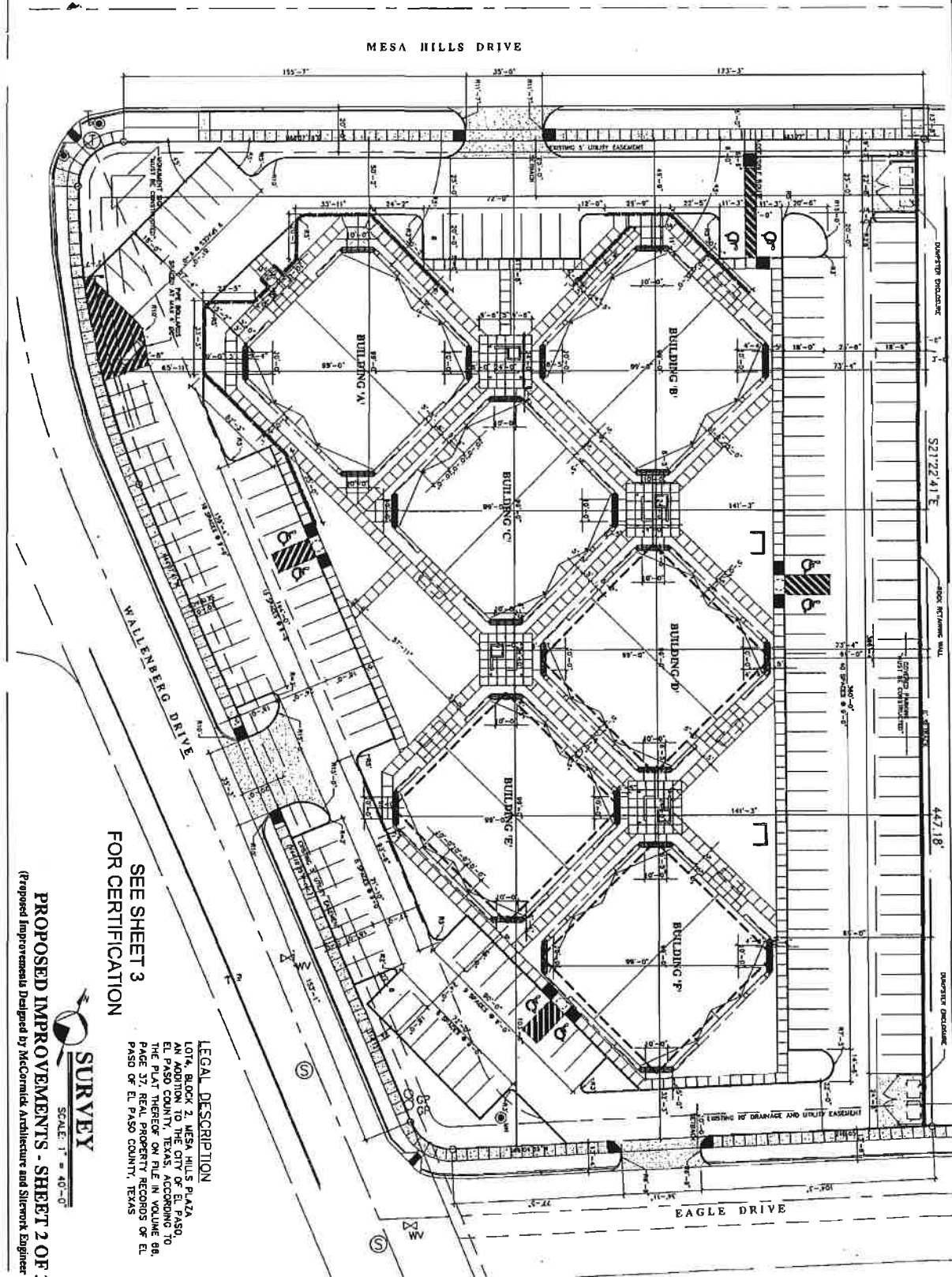


LOT 4, BLOCK 2,
MESA HILLS PLAZA,
CITY OF EL PASO, EL PASO COUNTY, TEXAS

PLAT RECORD:
VOLUME: 68
PAGE: 37

TITLE CO: LONE STAR FILE# 04101356 ISSUED: 4/6/2004
FIRM ZONE: C* PANEL# 480214 0027 D DATED: JANUARY 3, 1997
DATE OF SURVEY: 7/17/04 SCALE: 1"=60' OFFICE: HIG FIELD: CC
Huitt-Zollars, Inc.
5822 Cromo Drive, Ste. 210 - El Paso, Texas 79925
PH. 915-587-4339
FAX 915-587-5247
www.huitt-zollars.com

EXHIBIT "B-1-B"
TO
DECLARATION OF DESERT OFFICE GARDEN SUITES, A CONDOMINIUM



POOR QUALITY ORIGINAL
BEST AVAILABLE FILM

2 OF 3	A1	SHEET NUMBER	SITE PLAN	BOUNDARY SURVEY ONLY BY:		PROJECT'S NAME		REVISIONS	
				Huitt-Zollars, Inc. 5822 Cromo Drive, Ste. 210 El Paso, Texas 79912		A NEW DEVELOPMENT BY KARAM COMPANY DESERT OFFICE GARDEN SUITES MESA HILLS DRIVE EL PASO, TEXAS 79912		CED. MCGRAW HILL 9501 FERRY KARAM HILL DATE: 3/24/2003 REV. 03/20/03-SH	

TO

DECLARATION OF DESERT OFFICE GARDEN SUITES, A CONDOMINIUM



SURVEY

SURVEY CERTIFICATION - SHEET 3 OF 3

SURVEYOR'S CERTIFICATE

TO: All buyers, and their lenders and title companies

I hereby certify to the above persons, their successors and assigns, that on May 24, 2005:

A. Items Depicted. The Survey depicts among other matters the following:

1. Survey. This survey was made on the ground correctly shows the matters listed in paragraphs 2 through 10 below; and is an accurate on-the-ground instrument survey titled "Lot 4, Block 2, Mesa Hills Plaza, City of El Paso, El Paso County, Texas" (the "Survey") of the premises (the "Property") was conducted under my direction according to local professional practices. The Survey shows all perimeter land boundaries of the condominium as required by § 82.059 of the Texas Uniform Condominium Act, Chapter 82 of the Texas Property Code.

2. Correct. The Survey, the information, and the metes and bounds description, including courses and distances shown thereon, are correct. The survey correctly shows (i) the boundaries and areas of the Property and the proposed location of improvements thereon (if any); (ii) the location of all rights-of-way, easement and other matters of record (or of which I have knowledge or have been advised, whether or not of record) affecting the Property; (iii) all abutting dedicated public streets providing access to the Property together with the width and name thereof.

3. Monuments. All monuments shown on the Survey actually exist as of the date of the boundary survey, and the location, size and type of materials thereof are correctly shown.

4. Boundary and Possession Lines. The title lines and lines of actual possession of the Property are the same, except as shown.

5. Easements. There are no easements, rights-of-ways, old highways or abandoned roads, lanes, driveways or uses affecting the Property appearing from a careful physical inspection of the same, other than those shown and depicted on the Survey. The Survey shows the location of all easements serving or burdening any portion of the condominium, and the location of any underground utility line that is actually known by the Surveyor at the time of filing the declaration to have been constructed outside a recorded easement.

6. Encroachments. Except as shown on the Survey, there are no visible above-ground encroachments upon the Property by improvements on adjacent property, visible above-ground encroachments on adjacent property, or roads by any improvements on the Property.

7. Conflicts. Except as shown and specifically identified as such on the Survey, there are no visible discrepancies, conflicts, shortages in area or boundary line conflicts.

8. Easements. All recorded easements and other exceptions, as noted in Commonwealth Land Title Insurance Company Commitment GF #04101356 have been correctly plotted on the survey.

9. Utility Improvements. The Survey shows the location of any visible telephone, telegraph, electric or other power lines, wires and poles on the Property.

10. Improvements. The location and dimensions of the proposed improvements are shown on the Survey. The location and dimensions of the proposed Limited Common Elements, other than those described by §§ 82.052(2) and (4) of the Texas Uniform Condominium Act. The distance and bearings locating each proposed building from all other proposed buildings and from at least one boundary line of the real property constituting the condominium.

B. Survey Criteria. This Survey conforms to the (1) current standards promulgated by the Texas Board of Professional Land Surveying and (2) conforms to the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1A, Condition 1 Land Title Survey. This Survey contains all information required to be shown on a condominium plot under § 82.059 of the Texas Uniform Condominium Act, Chapter 82 of the Texas Property Code.

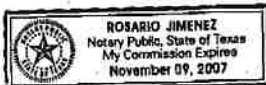
STEPHEN EARL COBB
Registered Professional Land Surveyor
Texas Registration No. 4297



STATE OF TEXAS)
COUNTY OF EL PASO)

This Instrument was acknowledged before me this 25th day of May, 2005, by Steven Earl Cobb.

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS



REVISED MAY 24, 2005 IN SUPPORT OF CONDOMINIUM DECLARATION

LOT 4, BLOCK 2,
MESA HILLS PLAZA,
CITY OF EL PASO, EL PASO COUNTY, TEXAS

PLAT RECORD:
VOLUME: 68
PAGE: 37

TITLE CO: LONE STAR FILE#: 04101356 ISSUED: 4/6/2004

FIRM ZONE: C* PANEL#: 480214 0027 D DATED: JANUARY 3, 1997

DATE OF SURVEY: 7/17/04 SCALE: 1"=60' OFFICE: HIG FIELD: CC

Huitt-Zollars, Inc.

5822 Cromo Drive, Ste. 210 - El Paso, Texas 79925

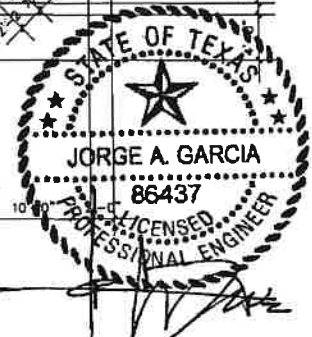
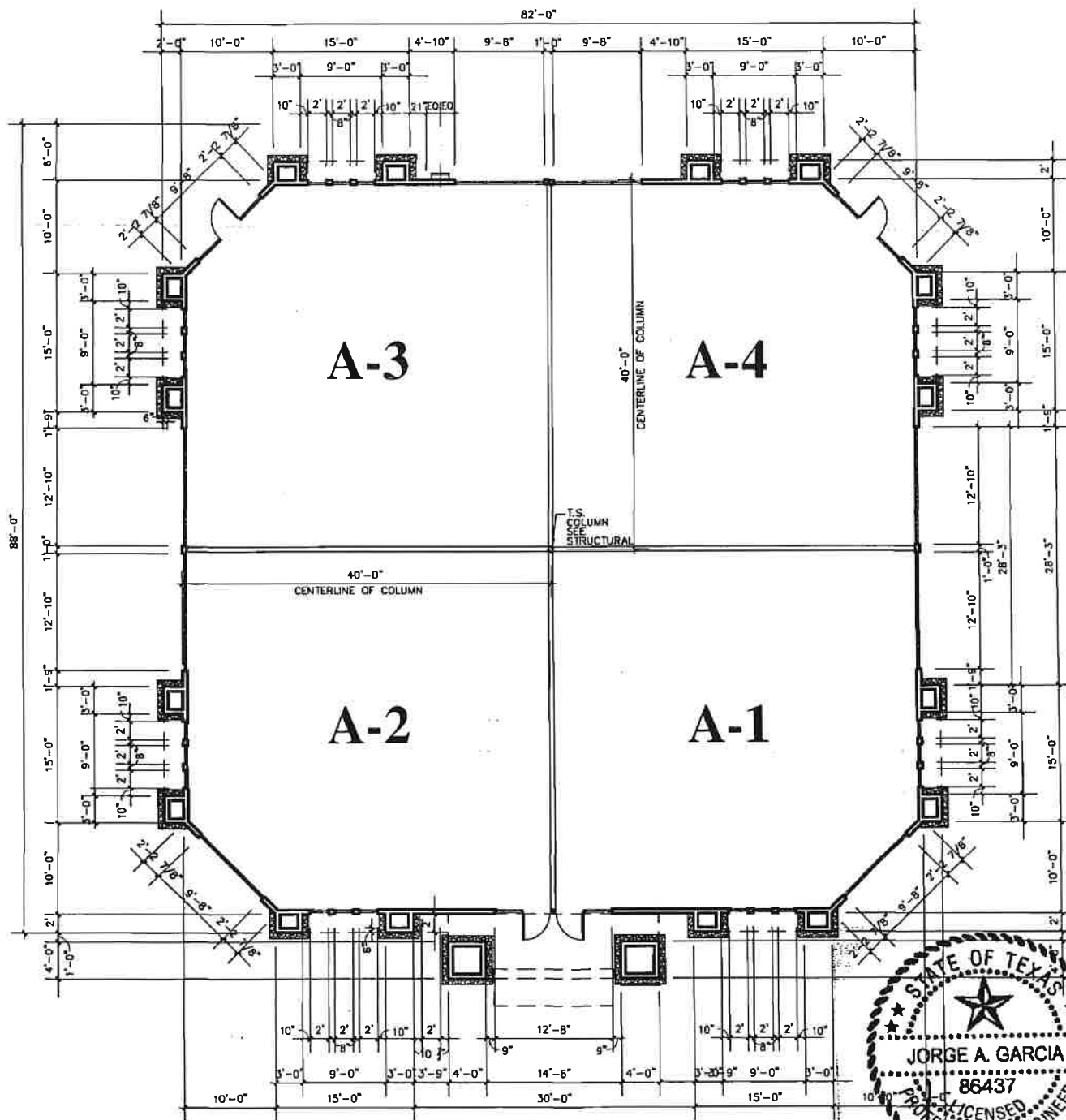
PH. 915-587-4339
FAX 915-587-5247
www.huitt-zollars.com

SHEET NUMBER

3 OF 3

POOR QUALITY ORIGINAL
BEST AVAILABLE FILM

EXHIBIT "B-2"
to
DECLARATION OF DESERT OFFICE GARDEN SUITES, A CONDOMINIUM



FLOOR PLAN BUILDING A

SCALE: 1/16" = 1'-0" 4/25/05

POOR QUALITY ORIGINAL
BEST AVAILABLE FILM

McCORMICK
ARCHITECTURE

4110 RIO BRAVO, SUITE 206
BUS. (915) 533-2288

EL PASO, TEXAS 79902
FAX (915) 533-2280

PROJECT:

DESERT OFFICE GARDEN SUITES

MESA HILLS DRIVE, EL PASO, TEXAS 79912

REFERENCE: FLOOR PLAN BUILDING A

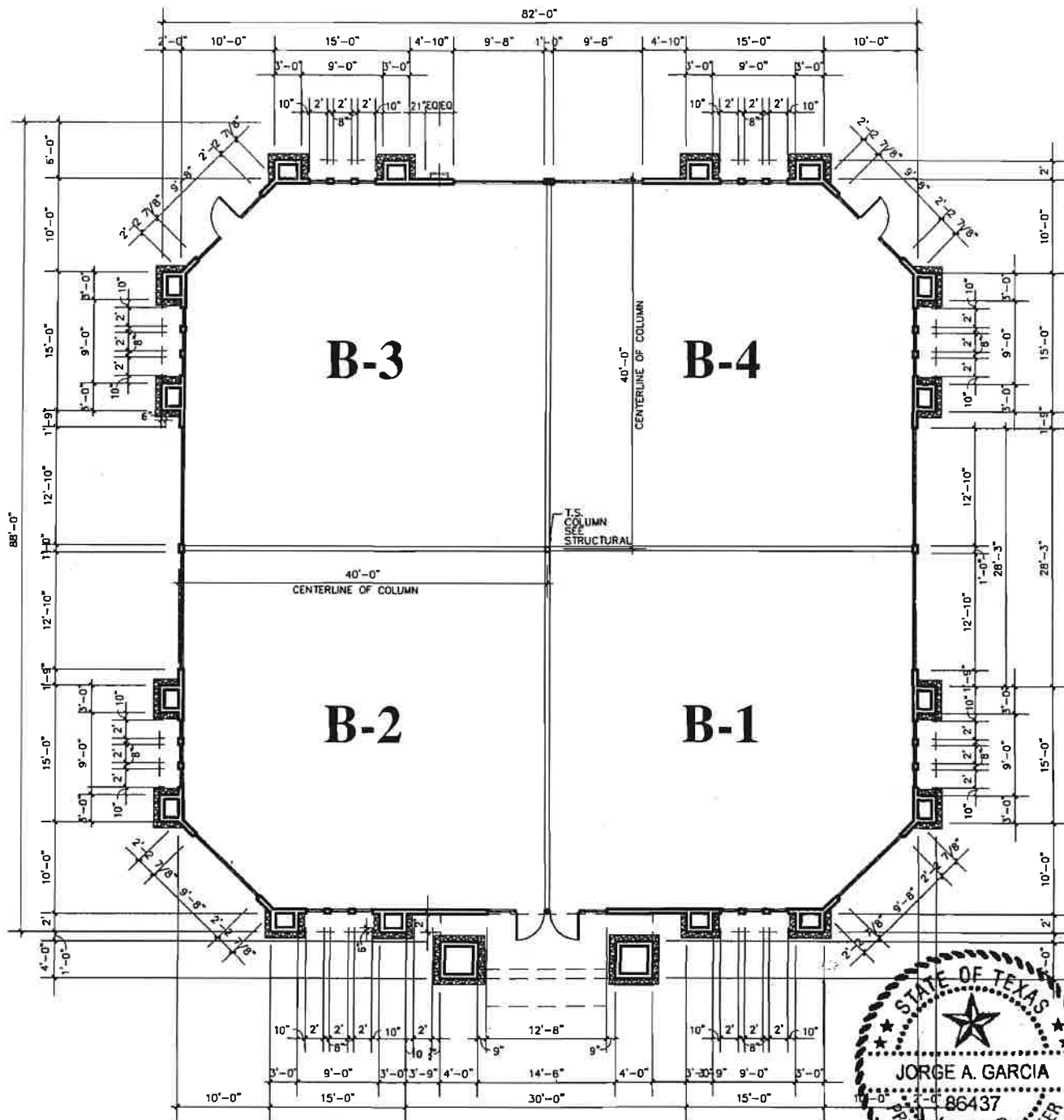
NO.: 40301

DESCRIPTION: 40301EX-A

DATE: 04-19-05

SHEET: 1 OF 1

DECLARATION OF DESERT OFFICE GARDEN SUITES, A CONDOMINIUM



FLOOR PLAN BUILDING B

POOR QUALITY ORIGINAL
BEST AVAILABLE FILM

SCALE: 1/16" = 1'-0"

4/25/05

McCORMICK
ARCHITECTURE

4110 RIO BRAVO, SUITE 206
BUS. (915) 533-2286

EL PASO, TEXAS 79902
FAX (915) 533-2280

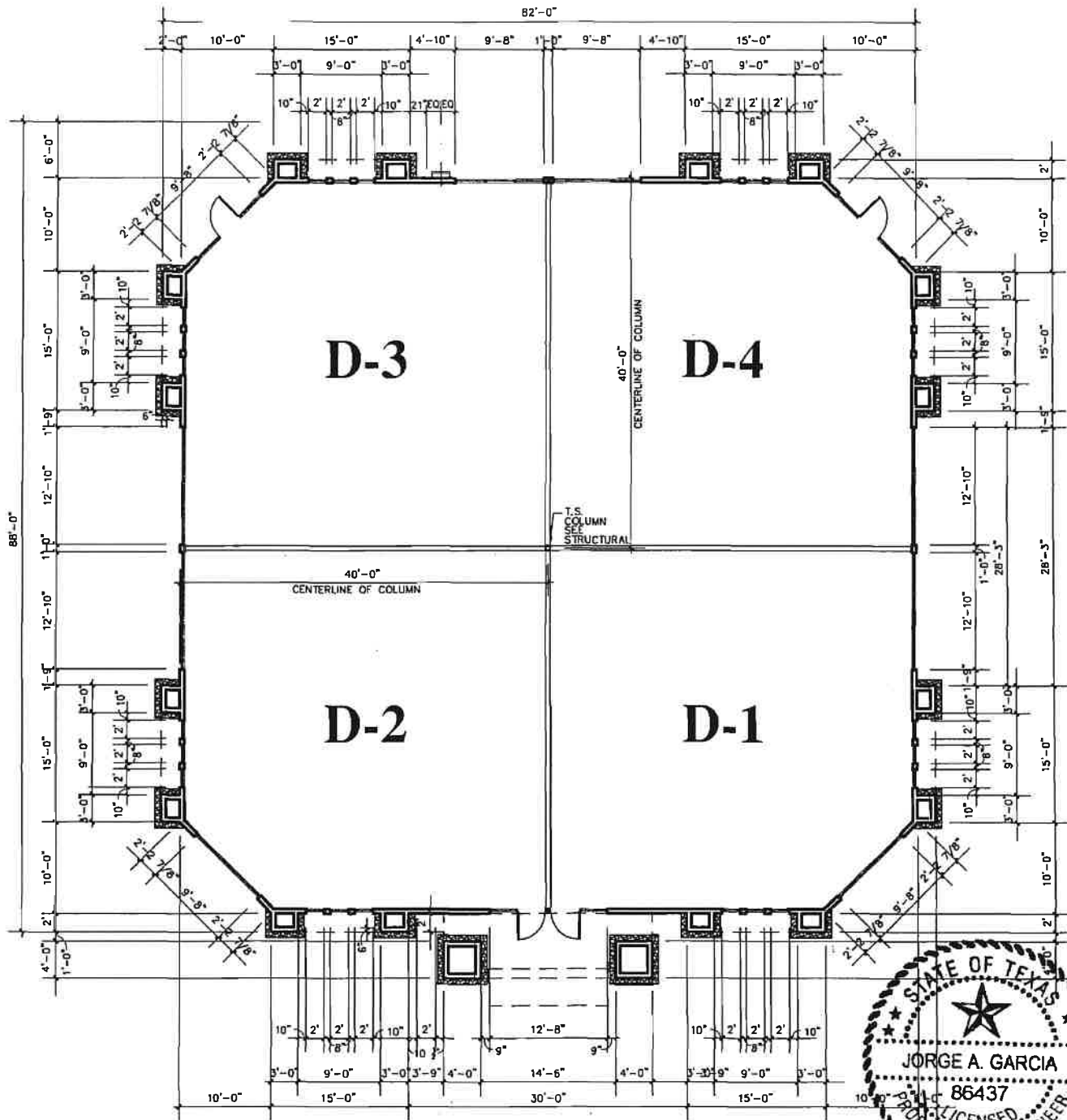
PROJECT: DESERT OFFICE GARDEN SUITES	
MESA HILLS DRIVE, EL PASO, TEXAS 79912	
REFERENCE: FLOOR PLAN BUILDING B	NO.: 40301
DESCRIPTION: 40301EX-B	DATE: 04-19-05
	SHEET: 1 OF 1

SHEET: 1 OF 1

EXHIBIT D-3

to

DECLARATION OF DESERT OFFICE GARDEN SUITES, A CONDOMINIUM



FLOOR PLAN BUILDING D

POOR QUALITY ORIGINAL
BEST AVAILABLE FILM

SCALE: 1/16" = 1'-0"

4/25/05

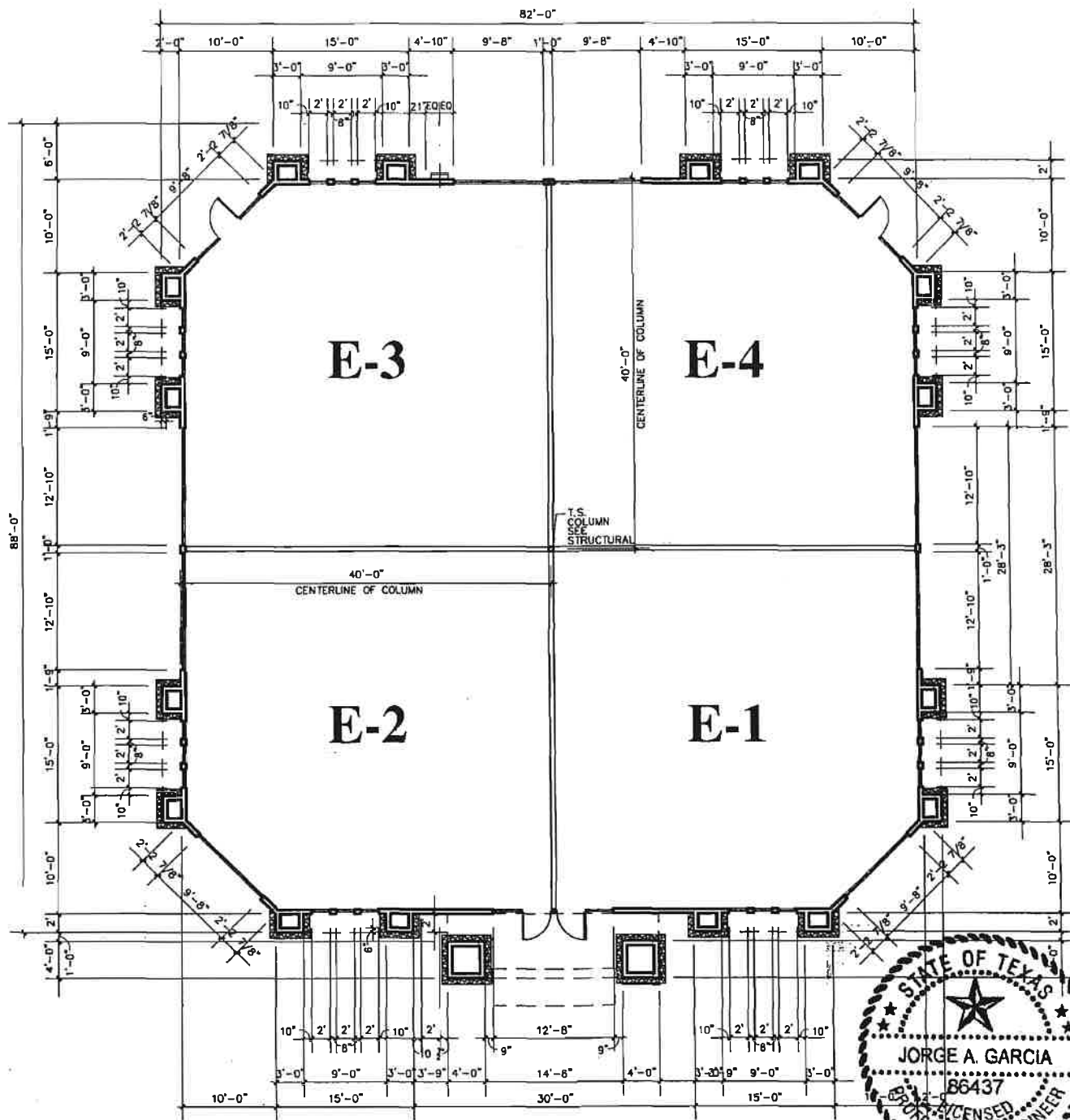
McCORMICK
ARCHITECTURE

4110 RIO BRAVO, SUITE 206
BUS. (915) 533-2288

EL PASO, TEXAS 79902
FAX (915) 533-2280

PROJECT: DESERT OFFICE GARDEN SUITES	
MESA HILLS DRIVE, EL PASO, TEXAS 79912	
REFERENCE: FLOOR PLAN BUILDING D	NO: 40301
DESCRIPTION: 40301EX-D	DATE: 04-19-05
	SHEET: 1 OF 1

EXHIBIT D-1
to
DECLARATION OF DESERT OFFICE GARDEN SUITES, A CONDOMINIUM



4/25/05

FLOOR PLAN BUILDING E

POOR QUALITY ORIGINAL
BEST AVAILABLE FILM

SCALE: 1/16" = 1'-0"

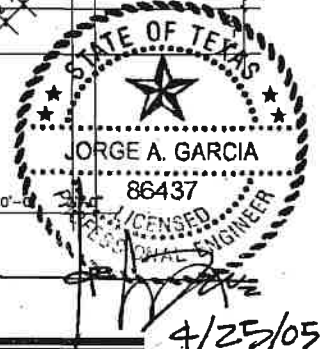
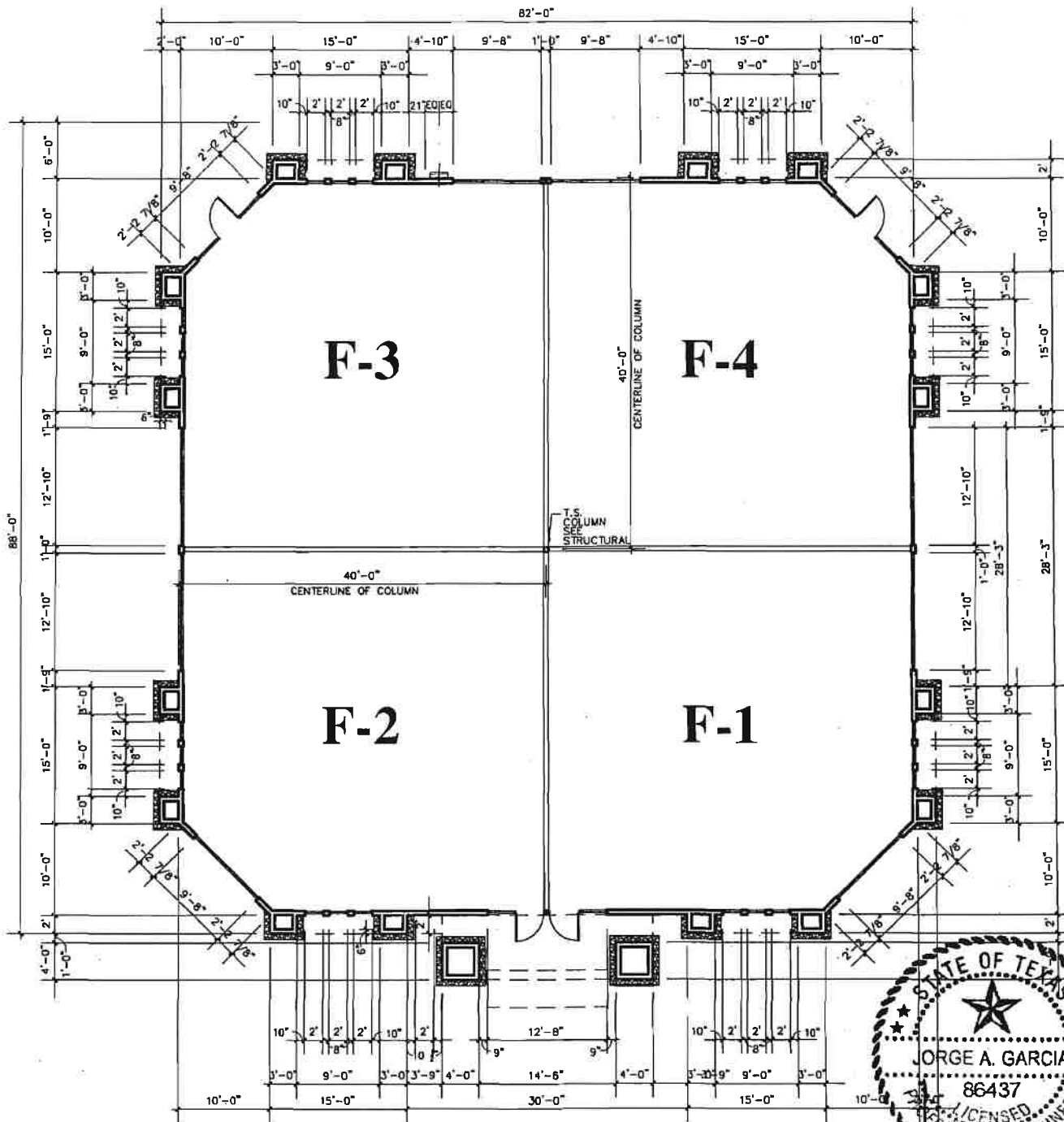
McCORMICK
ARCHITECTURE

4110 RIO BRAVO, SUITE 206
BUS. (915) 533-2268

EL PASO, TEXAS 79902
FAX (915) 533-2260

PROJECT: DESERT OFFICE GARDEN SUITES		
MESA HILLS DRIVE, EL PASO, TEXAS 79912		
REFERENCE: FLOOR PLAN BUILDING E	NO: 40301	
DESCRIPTION: 40301EX-E	DATE: 04-19-05	SHEET: 1 OF 1

EXHIBIT D-1
to
DECLARATION OF DESERT OFFICE GARDEN SUITES, A CONDOMINIUM



FLOOR PLAN BUILDING F

POOR QUALITY ORIGINAL
BEST AVAILABLE FILM

SCALE: 1/16" = 1'-0"

McCORMICK
ARCHITECTURE

4110 RIO BRAVO, SUITE 206
BUS. (915) 533-2286

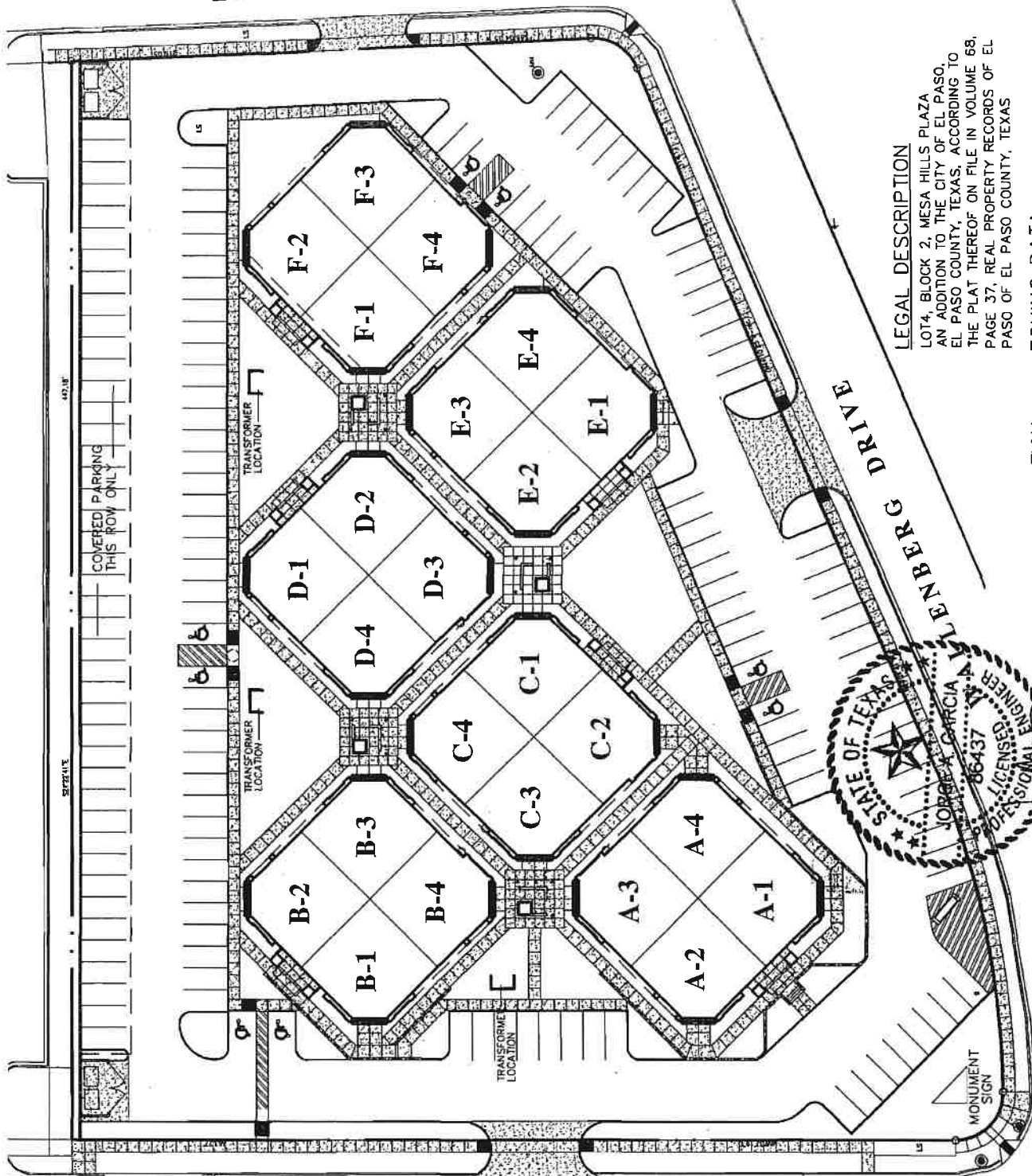
EL PASO, TEXAS 79902
FAX (915) 533-2280

PROJECT: DESERT OFFICE GARDEN SUITES		
MESA HILLS DRIVE, EL PASO, TEXAS 79912		
REFERENCE: FLOOR PLAN BUILDING F	NO.: 40301	
DESCRIPTION: 40301EX-F	DATE: 04-19-05	SHEET: 1 OF 1

EXHIBIT D-0
to

DECLARATION OF DESERT OFFICE GARDEN SUITES, A CONDOMINIUM

EAGLE DRIVE



MESA HILLS DRIVE

POOR QUALITY ORIGINAL
BEST AVAILABLE FILM

LEGAL DESCRIPTION

LOT 4, BLOCK 2, MESA HILLS PLAZA
AN ADDITION TO THE CITY OF EL PASO,
EL PASO COUNTY, TEXAS, ACCORDING TO
THE PLAT THEREOF ON FILE IN VOLUME 68,
PAGE 37, REAL PROPERTY RECORDS OF EL
PASO OF EL PASO COUNTY, TEXAS

ZONING DATA

SUBJECT PROPERTY IS ZONED C-1, SC
TOTAL SQUARE FOOTAGE PER BLDG: 6,200 SQ. FT.
TOTAL SQUARE FEET: 37,200

PARKING TABULATION

PARKING RATIO: 1:400
PARKING REQ: 97
PARKING PROVIDED: 159
(INCLUDES 43 COVERED SPACES)



SITE PLAN

SCALE: 1" = 60'-0"

McCORMICK
ARCHITECTURE

4110 RIO BRAVO, SUITE 208
BUS. (915) 533-2288

EL PASO, TEXAS 79902
FAX (915) 533-2280

PROJECT: DESERT OFFICE GARDEN SUITES
MESA HILLS DRIVE, EL PASO, TEXAS 79912

REFERENCE: SITE PLAN

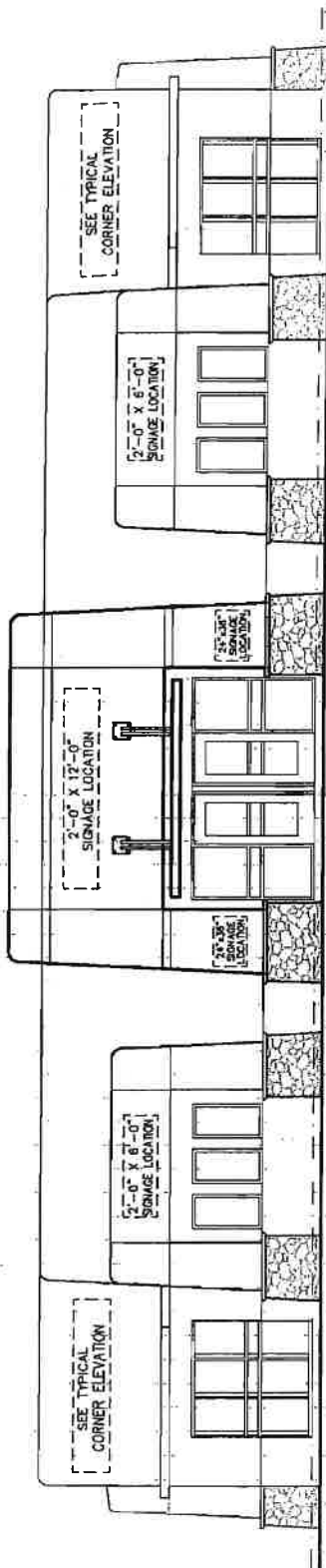
NO.: 40301

DESCRIPTION:

DATE: 3-23-05

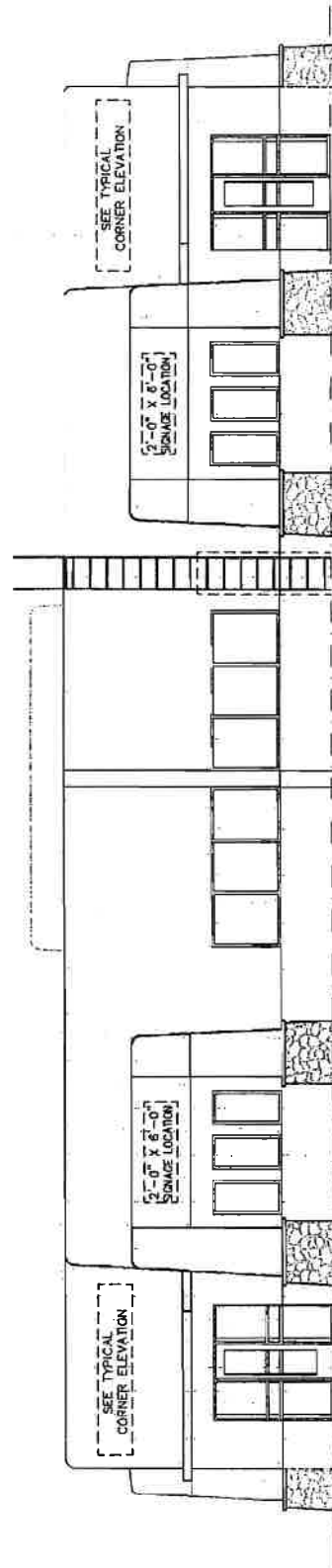
SHEET: 1 OF 1

EXHIBIT "C"
to
DECLARATION OF DESERT OFFICE GARDEN SUITES, A CONDOMINIUM



TYPICAL FRONT ELEVATION

SCALE: 3/32" = 1'-0"



TYPICAL REAR ELEVATION

SCALE: 3/32" = 1'-0"

POOR QUALITY ORIGINAL
BEST AVAILABLE FILM

McCORMICK
ARCHITECTURE

4110 RIO BRAVO, SUITE 206
DALLAS, TEXAS 75219

EL PASO, TEXAS 79902
FAX (915) 533-2280

PROJECT: DESERT OFFICE GARDEN SUITES

MESA HILLS DRIVE, EL PASO, TEXAS 79912

REFERENCE: UNIT SIGNAGE LOCATIONS

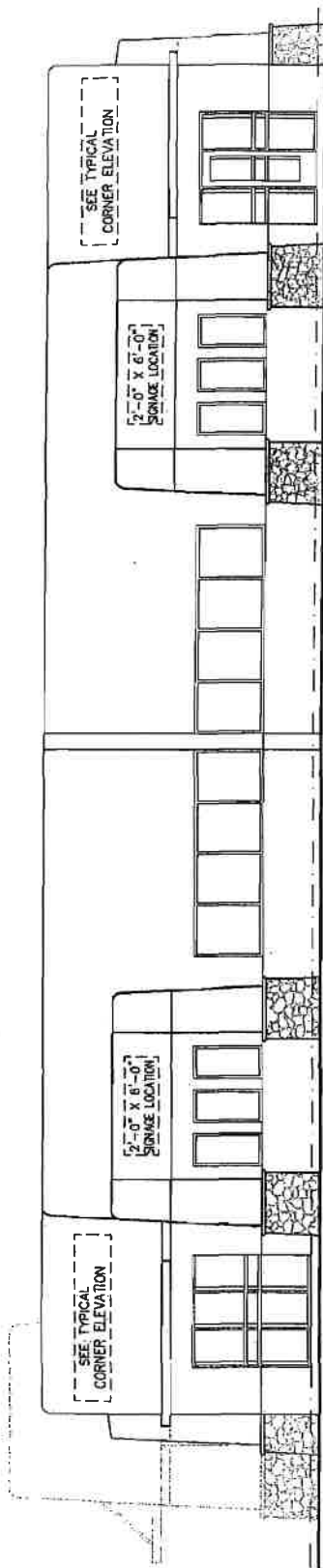
NO.: 40301

REVISION:

DATE: 3-23-05

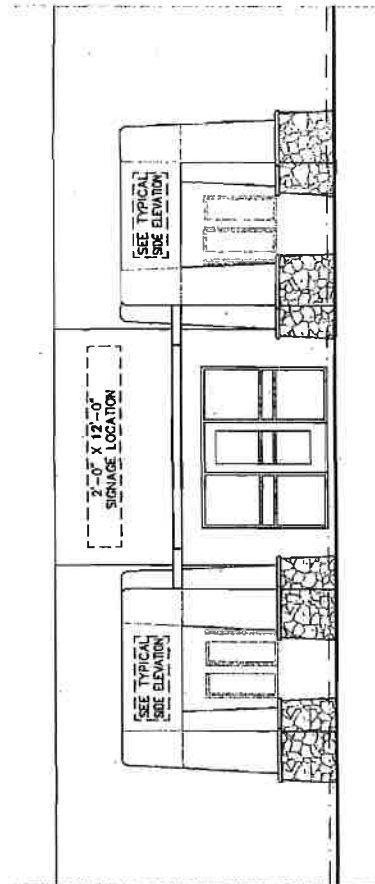
SHEET: 1 OF 2

EXHIBIT "D"
to
DECLARATION OF DESERT OFFICE GARDEN SUITES, A CONDOMINIUM



TYPICAL SIDE ELEVATION

SCALE: 3/32" = 1'-0"



TYPICAL CORNER ELEVATION

SCALE: 3/32" = 1'-0"

POOR QUALITY ORIGINAL
BEST AVAILABLE FILM

McCORMICK
ARCHITECTURE

4110 RIO BRAVO, SUITE 206
BUS. (915) 533-2288

EL PASO, TEXAS 79902
FAX (915) 533-2280

PROJECT:	DESERT OFFICE GARDEN SUITES		
	MESA HILLS DRIVE, EL PASO, TEXAS 79912		
REFERENCE:	UNIT SIGNAGE LOCATIONS	NO:	40301
DESCRIPTION:		DATE: 3-23-05	SHEET: 2 OF 2

