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AFTER RECORDING RETURN TO:
Sage Business Park LLC
320 Texas Ave, Fl 2
El Paso, TX 79901

**DECLARATION OF
COVENANTS AND RESTRICTIONS**
of
SAGE BUSINESS PARK

El Paso County, Texas

Declarant: Sage Business Park LLC, a Texas limited liability company

Manager: Sage Park Management LLC

Property: Sage Business Park, El Paso County, Texas

Effective Date: April 16, 2026

*This instrument prepared by and should be returned to:
George M. Dipp, Manager
Sage Business Park LLC*

INTRODUCTION AND PURPOSE

Sage Business Park is a professionally managed commercial development in El Paso County, Texas, designed to offer business owners and investors a premier environment in which to operate, grow, and build lasting value. This Declaration of Covenants and Restrictions (these "Covenants") establishes the framework that makes that vision possible—and protects every Owner's investment for decades to come.

What These Covenants Do for You as an Owner

Protect your property value. Uniform maintenance standards, architectural controls, and use restrictions ensure that every Lot in Sage Business Park is held to the same professional standard. No Owner has to worry that a neighboring property will be neglected, converted to an incompatible use, or allowed to deteriorate—because these Covenants give every Owner and the Manager the tools to prevent that from happening.

Guarantee access and infrastructure. Perpetual cross-access and cross-parking easements, recorded vehicular and utility easements, and professionally maintained internal roads ensure that your Lot—and every Lot—has reliable, permanent access to public roads, shared parking, and essential utilities. No single Owner can block a driveway, gate off a shared road, or cut off utility service to a neighbor.

Provide professional management. A dedicated property manager maintains Common Areas, parking lots, landscaping, signage, and building exteriors to first-class standards—funded transparently through assessments with built-in audit rights, online payment portals, and annual financial reporting. You own your Lot outright in fee simple, but the shared spaces that define the park's character are professionally cared for on your behalf.

Ensure fairness and accountability. Every Owner pays their fair share based on transparent, formula-driven assessments. Graduated enforcement protections ensure that violations are addressed through notice and opportunity to cure before fines are imposed. Dispute resolution provisions, including mediation and arbitration, offer alternatives to costly litigation. And lender protections are built in so that your financing options remain broad and competitive.

Create long-term stability. These Covenants run with the land and bind all future Owners, ensuring that the standards you rely on today will remain in place for decades. Substantive amendments require supermajority consent, so no single party can unilaterally change the rules that protect your investment.

In short, these Covenants exist to protect you. They are the legal foundation that ensures Sage Business Park remains the kind of place where serious businesses want to be—well maintained, professionally managed, and built to last. By purchasing a Lot within Sage Business Park, you become part of a community of Owners who share a commitment to quality, and you gain the enforceable protections that make that commitment real.

DECLARATION OF COVENANTS AND RESTRICTIONS OF SAGE BUSINESS PARK LLC

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ARTICLE I – INTRODUCTION AND PURPOSE

1.1 Recitals

- A.** Sage Business Park LLC, a Texas limited liability company, is the owner of certain real property in El Paso County, Texas, more particularly described in **Exhibit A** (the “Property”).
- B.** Sage Business Park LLC has developed, and continues to develop, the Property as a first-class medical campus providing medical, dental, diagnostic, surgical, therapeutic, and closely allied professional uses, together with compatible commercial uses incidental to and supportive of the medical campus character, and including shared infrastructure such as parking, drives, drainage facilities, landscaping, and open space.
- C.** The Property will continue to be developed and operated primarily for medical, healthcare, and compatible professional uses as more fully described in Section 15.3(a) of these Covenants, and shall be governed in a manner consistent with the operational and aesthetic standards of a first-class medical campus.
- D.** Sage Park Management LLC (“Sage Park Management”), a for-profit Texas limited liability company owned by the owners of Sage Business Park LLC, is designated as the initial property manager (the “Manager”) of the portions of Sage Business Park subject to these Covenants. The Manager shall oversee:
1. Assessments, charges, and collections,
 2. Enforcement of covenants, restrictions, and liens, and
 3. Creation, operation, management, and maintenance of facilities (“Facilities”) and related services.
 - o This instrument is referred to herein as the “Covenants.”
 - o Sage Business Park LLC intends, among other things:
 - (a) To establish, impose, and create a uniform plan and scheme of development for the Property;
 - (b) To provide funds for the Property’s maintenance and management;
 - (c) To grant rights and privileges for use of certain Facilities, under specified conditions; and
 - (d) To impose land use and design controls for Property development.
- E.** It is the intent of Sage Business Park LLC that the covenants, restrictions, easements, charges, and liens herein set forth shall burden, affect, bind, and run with title to the Property, benefiting and being enforceable by the owners (“Owners”), Sage Park Management, and Sage Business Park LLC.
- F.** These Covenants shall apply to the Property as described in **Exhibit A** and any additional properties that may be annexed or added to Sage Business Park in the future, whether through expansion, phasing, or otherwise. Upon recording of a supplemental declaration by Sage Business Park LLC identifying the additional property and subjecting it to these Covenants, such property shall become part of the Property and shall be subject to all terms and conditions herein, unless otherwise specified in the supplemental declaration.
- G.** The community of Owners within Sage Business Park is referred to herein as the “Sage Business Park Commercial Owners Association” or “COA.” The Declarant intends the COA to function as a private contractual framework, and not as a separate legal entity, homeowners association, property owners association, or condominium regime. The COA is established solely by these Covenants to describe the collective rights, obligations, and shared interests of Owners within Sage Business Park. Governance of the COA is vested exclusively in Sage Business Park LLC (as Declarant and Developer) and Sage Park Management LLC (as Manager) under the terms of these Covenants and the Management Agreement between those parties, and not in any elected board of directors, membership vote, or other mechanism characteristic of a statutory property owners association. The parties intend, to the fullest extent permitted by applicable law, that these Covenants be governed by Texas Property Code Chapter 202 (Construction and Enforcement of Restrictive Covenants) and the general contract law of the State of Texas, and that they not create or be subject to a “property owners’ association” as defined in Texas Property Code Chapter 209.

H. Disclosure of Common Ownership and Control. The Declarant, Sage Business Park LLC, and the initial Manager, Sage Park Management LLC, are under common ownership and control. George M. Dipp serves as the Manager of both Sage Business Park LLC and Sage Park Management LLC, and the members of both entities are the same individuals. By accepting a deed to a Lot within Sage Business Park, each Owner acknowledges this common ownership and control and agrees that (i) the Manager may self-perform maintenance, management, and other services using its own personnel or through affiliated entities, (ii) the Manager may contract with entities that share common ownership or management with the Declarant or the Manager, provided that all such services are performed at commercially reasonable rates consistent with the standards of a first-class commercial medical campus in El Paso County, Texas, and (iii) all affiliate transactions shall be disclosed in the annual budget and financial statements made available to Owners pursuant to Section 7.6 of these Covenants. This disclosure shall survive any assignment of the Manager's rights and shall be updated by the Manager in the event of any material change in ownership or control.

NOW, THEREFORE, Sage Business Park LLC, upon recording, adopts, establishes, and imposes the following Covenants, restrictions, easements, charges, and liens upon the use, improvement, occupancy, and conveyance of the Property. Every contract, deed, lease, or other conveyance executed regarding any portion of the Property shall be subject to these Covenants, which run with the land and bind all successors in title, regardless of whether the Covenants are stated in full or referenced in each conveyance.

ARTICLE II – DEFINITIONS

2.1 Exempt Property

Refers to:

1. Lands/Improvements owned by the United States, the State of Texas, a county, or their political subdivisions/agencies;
2. Lands/Improvements owned by Sage Business Park LLC (or a successor entity) while so owned;
3. Lands/Improvements exempt from state and county real property taxes by law; and
4. Easement interests for public utility or common carrier purposes.
 - o No portion of items 1–3 above is exempt if used for medical, commercial, or retail purposes without Manager approval.

2.2 Improvement

Refers to:

1. Any device or structure affecting a Lot (e.g., building, garage, porch, deck, greenhouse, pool, fence, signage, landscaping, satellite dish, parking lot);
2. Any physical alteration (addition, removal, repainting, changing size/shape) of an existing Improvement;
3. Any excavation or diversion dam altering water flow on or across a Lot;
4. Any grading change of a Lot.

2.3 Sage Business Park LLC

Means:

1. Sage Business Park LLC itself,
2. Any person or entity succeeding to Sage Business Park LLC's rights/duties by law,
3. Any assignee of Sage Business Park LLC or its successor, expressly assigned those rights/duties under these Covenants.

2.4 Unit

Includes:

1. Fee simple title to any Lot,
2. Fee simple title to any condominium unit on the Property,

3. Any share/membership/interest in a cooperative or entity making residential or commercial units available to its beneficiaries, granting possession within the Property.

2.5 Year

Means each calendar year from January 1 through December 31.

2.6 Architectural Control Committee (ACC)

A committee initially composed of George M. Dipp (Manager of Sage Business Park LLC) and Luis Guevara (GRX Architects), appointed by the Manager to review and approve all plans for Improvements.

2.7 Reserve Fund

A dedicated fund maintained by the Manager for capital repairs, emergencies, and long-term maintenance of Common Areas.

2.8 Manager-Maintained Areas

Include all Common Areas and, on each Lot, the following: (i) parking areas, including paving surfaces, striping, sealcoating, curbing, wheel stops, storm drainage within or serving parking areas, and parking lot lighting; (ii) sidewalks, walkways, and pedestrian connectors, including surface repair, ADA ramp maintenance, and adjacent curbing; (iii) landscaping visible from public areas or other Lots (defined as landscaping within 10 feet of Lot boundaries unless otherwise specified by the Manager), including turf, shrubs, trees, mulch, irrigation systems, and seasonal plantings; (iv) common signage, monument signs, and wayfinding fixtures; (v) common area lighting, including pole-mounted and bollard fixtures; (vi) internal roads, driveways, drive aisles, fire lanes, and access routes within Sage Business Park, including paving, striping, signage, traffic control devices, and lighting, as further described in Section 3.4 of these Covenants and the Declaration of Easements; and (vii) building exteriors. For purposes of this definition, "building exteriors" includes exterior walls, fascia, paint, and exterior-mounted fixtures maintained for uniform appearance, but expressly excludes roof structures, roof membranes, exterior glazing (windows and glass systems), and structural components, which shall remain the sole maintenance responsibility of the Owner of each Lot. Notwithstanding the foregoing, if an Owner fails to maintain roof structures, roof membranes, or exterior glazing in a condition consistent with the standards of a first-class commercial business park, the Manager may, after written notice and a reasonable cure period, perform the necessary repairs and charge the costs to the Owner as a special assessment enforceable as a lien. These areas are maintained by the Manager at the expense of the Owners through assessments.

2.9 Lot

Any parcel of land within the Property that is described by metes and bounds in a recorded deed or conveyance in the Official Public Records of El Paso County, Texas, and conveyed in fee simple to an Owner, including any Improvements thereon. Each Lot is a separately owned parcel within Sage Business Park.

2.10 Owner

The record holder(s) of fee simple title to any Lot within the Property, as shown in the Official Public Records of El Paso County, Texas, including their heirs, successors, and assigns. For purposes of assessment obligations and covenant compliance, "Owner" also includes contract purchasers in possession under an executory contract of sale. "Owner" does not include any party holding only a lien, mortgage, deed of trust, or other security interest in a Lot.

2.11 Common Areas

All portions of the Property outside of the buildings on individually owned Lots that are designated or used for the common benefit of Owners, Occupants, and their employees, agents, and invitees. Common Areas include, but are not limited to, sidewalks, walkways, landscaped areas, parking areas, driveways, seating areas, green spaces, signage areas, lighting fixtures, drainage facilities, and any other shared infrastructure or amenities within Sage Business Park. Common Areas shall be managed and maintained by the Manager in accordance with these Covenants and at the expense of the Owners through assessments. No Owner or Occupant shall have exclusive rights to any Common Area except as expressly provided herein.

2.12 Occupant

Any person or entity in lawful possession or use of all or any portion of a Lot, whether as a tenant, subtenant, licensee, or other authorized user, including their employees, agents, contractors, customers, and invitees. Each Occupant shall be bound by all terms, conditions, and restrictions of these Covenants. The Owner of each Lot shall be responsible for ensuring that all Occupants are informed of and comply with these Covenants, and no Owner shall grant or convey to any Occupant, by lease or otherwise, any rights or privileges that exceed or conflict with those available to the Owner under these Covenants, including but not limited to parking reservations, signage rights, or use of Common Areas beyond what is permitted herein.

2.13 Commercial Owners Association (COA)

The "Sage Business Park Commercial Owners Association" or "COA" means the collective community of all Owners within Sage Business Park as constituted under these Covenants. The COA is not a separate legal entity, corporation, unincorporated association, or trust. It has no officers, directors, or elected board. The COA exists solely as a descriptive term for the contractual community of Owners whose mutual rights and obligations are established by these Covenants and administered by the Manager. References to the "COA" in these Covenants, in correspondence from the Manager, or in marketing materials shall not be construed to create a property owners' association, homeowners association, or similar statutory entity under any provision of Texas law.

2.14 Declarant Control Period

The period beginning on the date these Covenants are recorded in the Official Public Records of El Paso County, Texas, and ending on the date on which the Declarant (together with any affiliates of the Declarant) owns less than twenty-five percent (25%) of the total land area of all Lots within Sage Business Park as determined by the most recent survey or plat of record. The Declarant Control Period shall terminate automatically upon the occurrence of such event without any further action required. If additional land is annexed into the Property pursuant to Section 12.6 of the Declaration of Easements, the total land area of all Lots shall be recalculated to include the annexed Lots for purposes of determining whether the 25% threshold has been met. This definition is consistent with Section 1.4 of the Declaration of Easements.

2.15 Building Envelope Area

2.15 Building Envelope Area. "Building Envelope Area" means the total area under roof per the as-built survey for each Lot, including all enclosed space, covered porticos, colonnades, covered walkways, and any other area under permanent roof structure. Building Envelope Area shall be the sole unit of measurement for all per-square-foot calculations under these Covenants and the Management Agreement. For any Lot on which no Improvement has been constructed, the Building Envelope Area shall be the Building Envelope Area shown on the most recently approved site plan or architectural plans for that Lot as approved under Section 14.5; if no site plan has been approved, such Lot shall have a Deemed Building Envelope Area of ten thousand (10,000) square feet for purposes of assessment allocation under Article VII, until a site plan is approved or an Improvement is constructed.

ARTICLE III – DECLARATION OF EASEMENTS

3.1 Declaration of Easements; Incorporation by Reference

Sage Business Park LLC has executed and recorded, or will record contemporaneously with this Declaration, a separate instrument entitled "Declaration of Easements of Sage Business Park" (the "Declaration of Easements") in the Official Public Records of El Paso County, Texas. The Declaration of Easements establishes and governs all easement rights benefiting the Property and each Lot, including without limitation: (a) general easement reservations and relocation rights; (b) cross-parking easements; (c) vehicular and pedestrian access easements; (d) utility easements and third-party utility provider easements; (e) drainage and stormwater easements; (f) signage and monument easements; (g) technology and telecommunications easements; (h) temporary construction easements; (i) non-interference and access protection provisions; (j) recognition of recorded easement agreements with adjacent property owners; and (k) Declarant's reserved rights regarding reconfiguration, relocation, rerouting, annexation, subdivision, withdrawal, and third-party easement grants. The Declaration of Easements, as it may be amended, restated, or supplemented from time to time, is hereby incorporated by reference into these Covenants as though fully set forth herein.

3.2 Controlling Document

In the event of any conflict between the easement provisions of the Declaration of Easements and these Covenants, the Declaration of Easements shall control with respect to the existence, scope, location, enforcement, duration, amendment, and termination of easement rights. These Covenants shall control with respect to assessments, maintenance funding, use restrictions, architectural controls, and other matters not directly related to the grant and protection of easement rights.

3.3 Summary of Key Easement Rights (For Convenience Only)

The following is a brief summary of certain easement rights established by the Declaration of Easements, provided solely for the convenience of Owners and title examiners. This summary does not create, modify, or limit any easement right. In all cases, the full text of the Declaration of Easements shall control:

(a) Cross-Parking Easement. A perpetual, nonexclusive cross-access and cross-parking easement exists over and across all parking areas within Sage Business Park. Each Owner is entitled to up to two (2) reserved parking spaces (plus ADA/fire lane exclusions) as further described in the Declaration of Easements. No Owner may implement parking controls (towing, booting, gates, permit systems) without the Manager's prior written approval.

(b) Vehicular and Pedestrian Access Easement. A perpetual, nonexclusive easement for vehicular and pedestrian ingress, egress, and regress exists over all internal roads, driveways, drive aisles, fire lanes, and access routes within Sage Business Park, including access provided by Recorded Access Easements with adjacent property owners.

(c) Utility Easement. Perpetual, nonexclusive easements exist for the installation, maintenance, and operation of water, sewer, gas, electric, telephone, cable, fiber optic, drainage, and telecommunications infrastructure within the Easement Areas and Common Areas. No Owner may install cross-Lot utilities without the Manager's prior written approval.

(d) Drainage and Stormwater Easement. Perpetual easements exist for the flow, collection, conveyance, detention, and retention of stormwater within drainage facilities. No Owner may alter drainage patterns without the Manager's prior written approval. Each Owner must comply with all applicable stormwater regulations, including TCEQ/TPDES and MS4 permit requirements.

(e) Signage Easement. Perpetual easements exist for the installation and maintenance of monument signs, entry features, and wayfinding fixtures on any Lot or Common Area, under the sole control of the Declarant or Manager.

(f) Telecommunications Easement. Perpetual easements exist for fiber optic, wireless, and other telecommunications infrastructure, including future technologies.

(g) Recorded Access Easements. Easement agreements with adjacent property owners recorded in the Official Public Records of El Paso County, Texas, are recognized, confirmed, and incorporated by reference in the Declaration of Easements.

3.4 Manager's Easement Administration

The Manager shall administer, maintain, and enforce all easements established by the Declaration of Easements, including without limitation: (a) maintaining all Manager-Maintained Areas that are subject to easement rights, including internal roads, driveways, drive aisles, fire lanes, access routes, parking areas, sidewalks, lighting, drainage facilities, and telecommunications infrastructure; (b) enforcing non-interference and access protection provisions, including the right to remove obstructions at the Owner's expense; (c) maintaining a registry of all Recorded Access Easements and amendments to the Declaration of Easements; and (d) issuing estoppel certificates regarding easement compliance. The cost of the Manager's easement administration shall be included in the management fee and assessments under Article V of these Covenants.

3.5 Relationship to Assessments

All costs of maintaining easement areas, Common Areas, and Manager-Maintained Areas as described in the Declaration of Easements shall be funded through assessments levied under Article VII of these Covenants. The existence of the Declaration of Easements as a separate recorded instrument does not limit the Manager's authority to levy assessments

for maintenance of easement areas or create any obligation separate from the assessment structure established by these Covenants.

ARTICLE IV – NOTICE REGARDING COVENANTS

Each Owner acknowledges that Sage Business Park LLC holds the sole and absolute right to review and approve or disapprove plans for any Improvements on the Property. Plans may be disapproved if:

- (i) In the reasonable, good-faith judgment of Sage Business Park LLC, the proposed work is inconsistent with the best interests or development scheme of the Property, or
- (ii) For any reason set forth in these Covenants or rules promulgated under them, including (without limitation) those in **Sections 14.2 and 14.3.**

ARTICLE V – ASSESSMENTS, USE OF FUNDS, AND CHARGES

5.1 Assessments and Management Fees

A. Initial Management Fee

Each Owner shall pay to Sage Park Management LLC an annual Management Fee as compensation for the Manager's administration, oversight, and management of Sage Business Park. The Management Fee is separate from and in addition to the Annual Assessments described in Section 5.1(B) below. The initial Management Fee shall be:

\$1.75 per square foot of Building Envelope Area per Year

"Building Envelope Area" means the total area under roof per the as-built survey for each Lot, including all enclosed space, covered porticos, colonnades, covered walkways, and any other area under permanent roof structure. Building Envelope Area shall be the sole unit of measurement for calculating the Management Fee, Annual Assessments, Special Assessments, and all other charges under these Covenants and the Management Agreement. Each Owner's proportionate share of assessments and charges shall equal the Owner's Building Envelope Area divided by the total Building Envelope Area of all Lots within Sage Business Park. The Management Fee shall increase annually based on the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, All Items, as published by the U.S. Bureau of Labor Statistics, using December of the prior Year as the base month and December of the current Year as the comparison month. In no event shall the annual adjustment be less than two percent (2%) or greater than seven percent (7%), regardless of the actual CPI-U change. If the CPI-U is discontinued or substantially revised, the Manager shall select a comparable index. Notwithstanding the per-square-foot calculation above, the minimum Management Fee shall be not less than \$4,000.00 per Lot per Year, to ensure that each Lot contributes a baseline amount toward the administrative costs of managing Sage Business Park. The Management Fee compensates the Manager for its services and does not include the actual costs of maintenance, repairs, or third-party services, which are funded separately through Annual Assessments. Any dispute regarding the measurement of Building Envelope Area shall be resolved by a licensed architect selected by the Manager, whose determination shall be final and binding on the parties, with the cost of such determination shared equally between the disputing Owner and the Manager. For any Lot on which no Improvement has been constructed, the Building Envelope Area for purposes of voting, consent, and amendment calculations under these Covenants and the Declaration of Easements shall be the Building Envelope Area shown on the most recently approved site plan or architectural plans for that Lot as approved by the ACC under Section 14.5; if no site plan has been approved, such Lot shall have a Deemed Building Envelope Area of ten thousand (10,000) square feet for purposes of assessment allocation under Article VII and a Deemed Building Envelope Area of zero (0) for purposes of voting and consent calculations, until a site plan is approved or an Improvement is constructed. For purposes of calculating the Management Fee, Annual Assessments, Special Assessments, and other per-square-foot charges under these Covenants and the Management Agreement (as distinguished from voting and consent calculations addressed in the preceding sentence), the Building Envelope Area of a Lot shall be: (i) zero, until the date on which a certificate of occupancy (or equivalent governmental authorization to occupy) is issued for an Improvement on the Lot, except that the minimum Management Fee of \$4,000.00 per Lot per Year shall apply to every Lot regardless of whether any Improvement has been constructed; and (ii) on and after such issuance, the Building Envelope Area of the Improvement as shown on the as-built survey, prorated for the year in which the certificate of occupancy is issued based on the number of days remaining in the Year. Annual Assessments and Special Assessments shall be reallocated among all Owners as additional Lots reach certificate of occupancy, with such reallocations effective on the first day of the calendar month following issuance.

B. Annual Assessments (Maintenance and Operating Costs)

In addition to the Management Fee, each Owner shall pay Annual Assessments to cover the actual costs of maintaining and operating Sage Business Park. Annual Assessments are pass-through costs and are not additional compensation to the Manager. These costs include, but are not limited to, landscaping services, parking lot maintenance and sweeping, common area cleaning and repairs, lighting and utility costs for Common Areas, insurance for Common Areas, and any other third-party services contracted by the Manager for the upkeep of the Property. The Manager shall prepare an annual budget detailing the estimated maintenance and operating costs for the upcoming year and shall allocate such costs among the Owners in proportion to each Owner's Building Envelope Area relative to the total Building Envelope Area within Sage Business Park, as further described in Section 7.3. The Annual Assessment amount may vary from year to year based on actual costs. The types and procedures for assessments are further described in Article VII.

C. Summary

Each Owner's total annual obligation under these Covenants consists of two components: (1) the Management Fee, which is the fixed-rate compensation paid to Sage Park Management LLC for its professional management services; and (2) the Annual Assessment, which is the Owner's proportional share of the actual costs incurred to maintain and operate Sage Business Park. These are separate and distinct charges serving different purposes.

ARTICLE VI – IMPOSITION OF CHARGE AND LIEN UPON PROPERTY

6.1 Covenant to Pay and Lien Creation

Sage Business Park LLC covenants, and each Owner (including any Exempt Property Owner if subject to a special agreement) agrees by deed or contract, whether or not stated:

1. To pay Sage Park Management LLC all Management Fees under Section 5.1(A) and all Annual, Special, User Fee, and Common Area assessments under Article VII each Year;
2. That these assessments and Management Fees, together with all fines imposed under Article XVII, late fees, interest, attorneys' fees, and costs of collection and enforcement (collectively, "Secured Obligations"), form a continuing lien on the Owner's Lot (superior to all liens except ad valorem tax liens and first lien deeds of trust as provided in Section 6.3). For the avoidance of doubt, all fines, legal fees, enforcement costs, cure-and-charge expenses, and other monetary obligations imposed under these Covenants shall be deemed "assessments" for purposes of lien creation, recording, and foreclosure under this Article and Article VII;
3. The Manager may self-perform or subcontract any authorized work;
4. **Each Owner shall be solely responsible for the payment of all real property taxes and assessments levied by governmental authorities on their respective Lot, as well as any personal property taxes on property located within their Lot. Such taxes are separate from the assessments imposed by Sage Park Management under these Covenants.**

6.2 Owner's Personal Liability

Each Owner is personally liable for all assessments during ownership, including Late Fees, interest, and costs of collection.

6.3 Lien and Foreclosure

Each Owner, by accepting a deed or taking possession of a Lot, grants to the Manager a continuing lien on the Owner's Lot to secure payment of all assessments, late fees, interest, fines, and costs of collection (including reasonable attorneys' fees) imposed under these Covenants. This lien shall be superior to all liens and encumbrances except (i) liens for ad valorem taxes and (ii) first lien deeds of trust recorded prior to the recording of a notice of assessment lien. The Manager may record a notice of the assessment lien in the Official Public Records of El Paso County, Texas, at any time after an assessment becomes delinquent. If an assessment remains unpaid sixty (60) days after the Manager delivers written notice of delinquency to the Owner, the Manager may enforce the lien by (a) judicial foreclosure, (b) nonjudicial foreclosure in accordance with Texas Property Code Chapter 51 (to the extent a power of sale has been granted by the Owner in a separate instrument or is otherwise available under applicable law), or (c) any other remedy available under Texas law. The Owner shall be responsible for all costs of foreclosure, including reasonable attorneys' fees, court costs,

and costs of sale. Each Owner, by accepting a deed to a Lot, hereby grants to the Manager an irrevocable power of sale with respect to the assessment lien created hereby, authorizing the Manager (or a trustee designated by the Manager) to conduct a nonjudicial foreclosure sale of the Lot in accordance with Texas Property Code Chapter 51 upon default in the payment of any assessment, fee, fine, or charge secured by the lien, after providing all notices required by Chapter 51. The assessment lien may be enforced notwithstanding any sale or transfer of the Lot and shall continue until all amounts secured thereby are paid in full. Any purchaser at a foreclosure sale, whether judicial or nonjudicial, and whether conducted under this Section or under a first lien deed of trust, shall take title to the Lot subject to these Covenants and all obligations arising hereunder from and after the date of the foreclosure sale, including the obligation to pay assessments, comply with all use restrictions, and submit to the enforcement provisions of Article XVII. A foreclosure sale shall not extinguish the Manager's right to pursue injunctive relief or other equitable remedies for accrued but uncured violations existing prior to the foreclosure sale. For the avoidance of doubt and to facilitate Owner financing, assessment liens arising under these Covenants shall be subordinate to any first lien deed of trust held by an institutional lender and recorded in the Official Public Records of El Paso County, Texas, prior to the recording of the assessment lien notice, and the Manager shall, upon written request, execute a reasonable non-disturbance agreement in favor of such first lien institutional lender confirming such subordination.

6.4 Remedies for Default

If any assessment remains unpaid after its due date, the Manager may pursue:

1. A personal lawsuit against the Owner,
2. Recording a lien notice,
3. Nonjudicial foreclosure, or
4. Judicial foreclosure.

6.5 Lender Protections

(a) Any holder of a first lien deed of trust on a Lot (a "First Lien Lender") may, by written notice to the Manager, request that the Manager provide such First Lien Lender with copies of any notices of default, delinquency, or violation sent to the Owner of the encumbered Lot. The Manager shall send such copies to the First Lien Lender at the address specified in the notice within ten (10) days of sending the original notice to the Owner. (b) If the Manager records a notice of assessment lien or initiates foreclosure proceedings under Section 6.3, any First Lien Lender that has filed a notice under subsection (a) shall have sixty (60) days from the date of the Manager's notice to cure the default on behalf of the Owner. If the First Lien Lender cures the default within such period, the Manager shall not proceed with foreclosure. (c) Foreclosure by a First Lien Lender under its deed of trust shall extinguish any subordinate assessment liens recorded after the recording of the first lien deed of trust, provided, however, that the former Owner's personal liability for such extinguished assessment amounts shall survive the foreclosure. The purchaser at such foreclosure sale shall take title subject to these Covenants and all obligations arising hereunder from and after the date of the foreclosure sale, as provided in Section 6.3. (d) No amendment to these Covenants that would materially alter (i) the lien priority provisions of this Article, (ii) the assessment allocation methodology under Section 7.3, (iii) the easement rights under Article III of these Covenants and the Declaration of Easements, (iv) the permitted use provisions under Section 15.3(a), (v) the insurance requirements under Section 13.1, or (vi) the casualty restoration obligations under Section 13.4 shall be effective against any First Lien Lender unless the affected First Lien Lender consents in writing to such amendment, or unless such First Lien Lender fails to respond within sixty (60) days after receipt of written notice of the proposed amendment. (e) Any First Lien Lender may, at any time and without prior notice to the Manager, pay any assessment, late fee, interest, fine, or other charge owed by the Owner of the encumbered Lot. Upon receipt of such payment, the Manager shall credit the Owner's account and shall release or satisfy any assessment lien to the extent of the payment received. A First Lien Lender making such payment shall be subrogated to the Manager's lien rights to the extent of the amounts paid, and such subrogation rights shall be senior to all liens other than the First Lien Lender's own deed of trust. The Manager shall, upon written request from a First Lien Lender, provide a written payoff statement of all amounts owed on a Lot within ten (10) business days. (f) Upon written request from a First Lien Lender, the Manager shall issue a lender estoppel certificate within fifteen (15) business days, certifying: (i) the current status of all assessments, fees, and charges on the Lot; (ii) whether any notices of violation or default have been issued and remain uncured; (iii) whether any special assessments have been levied or are pending; (iv) the current annual assessment and Management Fee amounts for the Lot; and (v) any other information reasonably requested by the First Lien Lender for underwriting or servicing purposes. The lender estoppel certificate shall be binding upon the Manager as to the facts stated therein as of its date. The Manager may charge a reasonable administrative fee, not to exceed \$250.00, for the preparation of each lender estoppel certificate. (g) If a First Lien Lender acquires a Lot through foreclosure or deed in lieu of foreclosure and the Lot contains partially completed Improvements that were previously approved by the ACC under Section 14.5, the First Lien Lender (or its designee, purchaser, or successor) shall have the right to complete such Improvements in substantial conformity with the previously approved plans without obtaining new ACC approval, provided that: (i) construction resumes within one

hundred eighty (180) days of the First Lien Lender's acquisition of the Lot; (ii) the First Lien Lender provides written notice to the Manager of its intent to complete the Improvements, together with a copy of the previously approved plans; and (iii) any material deviations from the approved plans are submitted to the ACC for review. The First Lien Lender shall not be liable for fines, penalties, or enforcement actions under Article XVII for the period between the Owner's default and the First Lien Lender's acquisition of the Lot, but shall be responsible for all obligations arising from and after the date of acquisition, including the obligation to complete or remove partially constructed Improvements within a reasonable time. (h) Nothing in these Covenants, the Declaration of Easements, or the Management Agreement shall be construed to create a condominium, common-interest community, or common-interest ownership regime that would subject the Property to the Texas Uniform Condominium Act or similar statutes.

ARTICLE VII – ASSESSMENTS, LIENS, AND COLLECTION

7.1 Authority to Levy

The Manager shall levy assessments per these Covenants' purposes and procedures.

7.2 Types of Assessments

1. **Annual Assessments:** Cover routine common expenses, including but not limited to the maintenance of Manager-Maintained Areas as defined in **Section 2.8**, insurance, landscaping, etc.
2. **Special Assessments:** Cover non-routine capital improvements, major repairs, or emergencies, including costs for the repair and maintenance of Shared Utility Lines as provided in **Section 12.1(b)**. Special assessments may include, without limitation, costs related to: (i) major repairs or replacement of Common Area infrastructure, including roads, parking surfaces, drainage systems, lighting, and irrigation; (ii) damage caused by natural disasters, severe weather events, fire, flooding, or other casualties; (iii) emergency repairs necessary to address conditions posing an immediate threat to health, safety, or property, including structural failures, utility line breaks, or environmental hazards; (iv) compliance with new or amended governmental regulations, codes, or orders; (v) uninsured or underinsured losses affecting Common Areas or Manager-Maintained Areas; and (vi) any other extraordinary expense that exceeds the scope of the annual budget. The Manager shall deliver written notice to all affected Owners describing the nature and estimated cost of any special assessment prior to or within ten (10) days of levying such assessment. Special assessments for Shared Utility Lines shall be charged only to the Owners who benefit from the shared line, as determined by the Manager. Notwithstanding anything herein to the contrary, no special assessment or combination of special assessments exceeding Ten Thousand Dollars (\$10,000.00) per Lot in any twelve (12) month period shall be levied without the prior written consent of Owners holding more than fifty percent (50%) of the total Building Envelope Area; provided, however, that this consent requirement shall not apply to emergency special assessments necessary to address conditions posing an immediate threat to health, safety, or structural integrity of the Property or Common Areas.
3. **User Fees:** Charges for optional or usage-based services (e.g., extra security, reserved parking).
4. **Common Area Assessments:** The Manager may charge back to the Owners, through regular assessments, any costs incurred for the maintenance, repair, or improvement of common areas, including but not limited to parking areas, landscaping, and shared utilities.

7.3 Allocation and Payment

The Manager prepares a budget each Year, determines an equitable allocation method, and provides notice of amounts and due dates. (a) Both the Management Fee under Section 5.1(A) and the Annual Assessments under Section 5.1(B) shall be payable in equal monthly installments, due on the first day of each calendar month. The Manager shall provide each Owner with a written statement of the monthly amount due for Management Fees and Assessments at least thirty (30) days prior to the beginning of each Year. (b) Each Owner's share of the Annual Assessment shall be allocated in proportion to the Owner's Building Envelope Area relative to the total Building Envelope Area within Sage Business Park. (c) If actual costs for a given Year exceed or fall below the budgeted amounts, the Manager shall reconcile the difference and either (i) credit the overpayment to the Owner's account for the following Year, or (ii) invoice the Owner for the underpayment, which shall be due within thirty (30) days of the reconciliation notice. (d) Special Assessments under Section 7.2 shall be payable in the manner and on the schedule set forth in the notice of such assessment.

7.4 Lien and Foreclosure

The lien and foreclosure provisions applicable to unpaid assessments are set forth in Article VI (Imposition of Charge and Lien Upon Property), Sections 6.1 through 6.4, which shall govern all lien creation, personal liability, foreclosure, and remedies for default under these Covenants. All late fees, interest, and costs of collection as provided in Section 7.5 shall be included in the lien amount.

7.5 Late Fees and Interest

If any assessment or charge is not paid within fifteen (15) days after its due date, a late fee of ten percent (10%) of the unpaid amount or \$50.00, whichever is greater, shall be imposed. Unpaid assessments shall also accrue interest at a rate of eighteen percent (18%) per annum or the maximum rate permitted under Texas Finance Code Chapter 302, whichever is less, from the date of delinquency until paid in full. All late fees, interest, and costs of collection (including reasonable attorneys' fees) shall be added to and become part of the assessment lien on the Owner's Lot.

7.6 Reserve Fund and Budget Transparency

(a) The Manager shall maintain a Reserve Fund for capital improvements, major repairs, and emergencies. All contributions to the Reserve Fund shall be held by the Manager in a segregated, bankruptcy-remote fiduciary account at a federally insured financial institution, solely for the maintenance, repair, and replacement of Common Areas and Manager-Maintained Areas. The Reserve Fund shall not constitute the general corporate property of the Developer, the Manager, or any affiliate thereof, and shall not be available to satisfy any debt, obligation, or liability of the Manager, the Developer, or their respective creditors. Reserve Fund contributions are not refundable to any Owner upon the sale, transfer, or conveyance of a Lot, and no departing Owner shall have any claim to or interest in the Reserve Fund. The Reserve Fund shall be distributed only upon the full and final termination of these Covenants in accordance with Article XVI. Without limiting the foregoing, the Reserve Fund may be used for the following medical campus capital items: parking lot resurfacing and restriping, Common Area lighting replacement, monument and wayfinding signage replacement, stormwater and drainage infrastructure repair, landscaping and irrigation system replacement, security and surveillance equipment upgrades, and ADA compliance improvements to Common Areas.

(b) A reserve study shall be conducted every three (3) years to assess funding needs.

(c) The Manager shall present the annual budget, including Reserve Fund allocations, to all Owners 30 days prior to adoption. Owners may submit written comments during this period.

(d) The Manager shall maintain an online portal accessible to all Owners for the purpose of financial transparency and recordkeeping. The Manager shall upload to the online portal copies of all invoices, bills, receipts, and payment records for expenses paid from assessment funds within ninety (90) days of the date of each invoice or payment. The online portal shall also include the current annual budget, year-to-date financial statements, Reserve Fund balance, and any reconciliation reports prepared under Section 7.3(c).

(e) Any Owner may, upon fifteen (15) days' written notice to the Manager, inspect and audit the books, records, invoices, and financial statements of Sage Business Park at the Manager's office during normal business hours. If an audit conducted by an Owner at the Owner's expense reveals a material discrepancy of five percent (5%) or more from the amounts reported by the Manager, the Manager shall bear the reasonable cost of such audit.

ARTICLE VIII – MAINTENANCE AND COMMON AREAS

8.1 Manager's Maintenance Responsibilities

The Manager shall maintain all Manager-Maintained Areas as defined in **Section 2.8**.

The Manager shall maintain all Manager-Maintained Areas in a manner consistent with the standards of a first-class commercial business park, including prompt repair of damage, regular cleaning, and seasonal landscaping maintenance. The Manager shall keep on staff a professional landscaping company for all landscaping and a parking lot sweeping company for parking lot maintenance. The Manager may self-perform any of these maintenance tasks using its own staff or contracted companies. The costs of such maintenance shall be charged back to the Owners through assessments.

8.2 Owner's Maintenance Responsibilities

Each Owner shall maintain their Lot except for those parts specified as Manager-Maintained Areas. Each Owner is responsible for maintaining the interior of their building, including HVAC systems, plumbing, electrical systems, fire equipment, interior walls, floors, ceilings, windows, doors, and any other appurtenances not specified as Manager-Maintained Areas, and any parts of their Lot not included in Manager-Maintained Areas. If an Owner fails to perform their

maintenance responsibilities, the Manager may enter, correct deficiencies after notice, and charge the costs to that Owner, enforceable as a lien.

8.3 Right of Entry

The Manager may enter any Lot on reasonable notice to address maintenance issues, ensure compliance, or perform repairs, including those related to Shared Utility Lines or Sole-Use Utility Lines as provided in **Section 12.1**. In emergencies posing immediate danger, entry may be made without prior notice.

Notwithstanding the foregoing, the Manager's right of entry shall be exercised in compliance with all applicable federal and state health privacy laws, including without limitation the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated thereunder. Except in the event of an emergency posing an imminent threat of property damage or personal injury (in which case the Manager may enter such areas provided that the Manager takes all reasonable steps to maintain the confidentiality of any Protected Health Information encountered), the Manager shall have no right to enter areas where Protected Health Information (as defined by HIPAA) is stored, processed, or accessible, or to inspect patient records, charts, or clinical data. Any non-emergency entry into clinical treatment areas, patient rooms, or areas containing Protected Health Information shall be coordinated in advance with the Owner or Occupant to ensure compliance with applicable privacy laws. Nothing in this Section shall be construed to impose HIPAA obligations on the Manager, but the Manager shall not exercise its right of entry in a manner that would cause an Owner or Occupant to violate HIPAA or applicable state privacy laws.

8.4 Use of Common Areas

The common areas, including but not limited to parking areas, sidewalks, green spaces, and other shared facilities, are for the use and enjoyment of all Owners, their employees, agents, contractors, and invitees, subject to the rules and regulations established by the Manager. The Manager shall have the authority to control and regulate the use of common areas, including prohibiting or restricting activities such as vending, advertising, or obstructive gatherings on sidewalks, to ensure they are maintained in a manner consistent with the professional character of Sage Business Park. No Owner shall use or permit the use of common areas for any purpose that interferes with the rights of other Owners or the overall operation of the business park without the prior written approval of the Manager. For the avoidance of doubt, the prohibition on pop-up shops, food trucks, and selling from vehicles under **Section 15.3(b)** applies to both individual Lots and common areas, including sidewalks.

ARTICLE IX – COMMUNITY FACILITIES

9.1 Establishment and Use

Sage Park Management LLC may construct and designate portions of land or facilities for common or community uses (e.g., green areas, recreation), subject to terms set by the Manager.

9.2 Suspension of Rights

The Manager may temporarily revoke or suspend an Owner's or Occupant's use of Community Facilities for delinquent assessments/fees or violations of rules.

9.3 Right to Enjoyment of Land

Guests or invitees of Owners/Occupants have a revocable license to use Community Facilities under Manager regulations.

ARTICLE X – POWERS AND DUTIES

10.1 Developer-Only Powers and Duties

1. **Real Property Ownership:** Developer alone may buy, sell, transfer, mortgage real property, and regulate Community Facilities.
2. **Changing Community Facility Status:** Developer may re-designate or repurpose previously designated Community Facilities (remove, lease, or donate).

10.2 Manager-Only Powers and Duties

The Manager has exclusive authority for routine operations and administration of Sage Business Park, including:

1. Hiring personnel/agents,
2. Obtaining insurance,
3. Contracting for services,
4. Purchasing goods/services,
5. Levying and collecting assessments,
6. Enforcing covenants/liens,
7. Acquiring/disposing of operational property,
8. Entering into contracts, easements, or agreements,
9. Borrowing funds/pledging revenues,
10. Imposing User Fees,
11. Granting abatements of assessments,
12. Adopting rules/regulations,
13. Maintaining bank accounts,
14. Performing miscellaneous administrative tasks.

The Manager may use its own staff or contract with third-party companies to perform maintenance and other services as required under these Covenants, including but not limited to the maintenance specified in **Section 8.1**. This includes the authority to self-perform tasks such as landscaping, parking lot sweeping, and exterior maintenance, in addition to maintaining on-staff landscaping and parking lot sweeping companies as outlined in **Section 8.1**.

10.3 Shared Powers and Duties

1. **Litigation:** Either Developer or Manager may handle suits; Manager typically handles routine enforcement, Developer handles major real-property cases.
2. **Advancement/Repayment of Funds:** Developer may advance funds to the Manager, subject to agreed repayment.
3. **Granting Major Liens on Developer Property:** Manager needs Developer consent to mortgage Developer-owned land.

10.4 Annual Meeting

(a) The Manager shall convene an annual meeting of Owners each January to review the budget, Reserve Fund status, and operational updates.

(b) Owners may submit agenda items to the Manager 30 days prior to the meeting.

(c) The annual meeting is informational only and is convened for the purpose of transparency, communication, and presentation of the Manager's budget and plans. The annual meeting does not create, and shall not be construed to create, any voting rights, formal association, board of directors, or governance body among the Owners. All management authority, decision-making, and enforcement rights remain vested exclusively in the Manager and Sage Business Park LLC as provided in these Covenants, except where Owner consent is expressly required under Section 16.1 or other provisions of these Covenants.

ARTICLE XI – [RESERVED]

11.1 Maintenance by Manager

[Intentionally Omitted. Manager and Owner maintenance responsibilities are set forth in Article VIII, Sections 8.1 and 8.2.]

11.2 Maintenance by Owners

[Intentionally Omitted.]

ARTICLE XII – ADDITIONAL PROVISIONS ON MAINTENANCE, UTILITIES, AND SIGNS

12.1 Utilities

Owners are responsible for all utility charges to their Lot. For separately metered utilities, Owners contract directly with providers. The Manager is not liable for utility interruptions outside its control.

- **(a) Shared Utilities**
If any utilities (e.g., water for landscaping) are shared among multiple Lots, the costs shall be allocated equitably among the benefitted Owners via assessments. The allocation method shall be determined by the Manager based on usage, Lot size, or other reasonable criteria.
- **(b) Shared Utility Lines**
In the event that a utility line serves more than one Lot (a "Shared Utility Line"), the Owners of the Lots served by such line shall be responsible for sharing the costs of repair and maintenance. The Manager shall arrange for the necessary repairs and charge back the costs to the affected Owners through special assessments. The costs shall be split proportionally based on usage or benefit, as determined by the Manager. Only those Owners who share the line shall be responsible for the costs; Owners who do not benefit from the Shared Utility Line shall not be charged. The Manager's determination of which Owners share a utility line and the proportional allocation of costs shall be final.
- **(c) Sole-Use Utility Lines**
If a utility line serves only one Lot (a "Sole-Use Utility Line"), the Owner of that Lot shall be solely responsible for the repair and maintenance of the line, even if the line crosses Common Areas. The Owner must coordinate with the Manager to perform any necessary repairs, and all costs shall be borne entirely by the Owner of the Lot served by the Sole-Use Utility Line. The Manager shall facilitate access to Common Areas for such repairs, as provided in **Section 8.3 (Right of Entry)**, but the responsibility for payment remains with the individual Owner.

12.2 Signs

Only backlit individual LED letter signs are permitted, subject to Manager approval for design, size, location, and color to ensure consistency with the business park's professional aesthetic. The Manager is not responsible for sign installation or maintenance; Owners must comply with all relevant permits and bear related costs. No temporary signage, banners, or neon signs are allowed without written consent. Exterior signage must conform to a uniform color scheme and design standard as determined by the Manager.

Campus Brand Standard. All monument signs, building identification signs, and wayfinding signs must conform to a uniform campus brand standard adopted by the Manager, including approved fonts, materials, illumination type and color temperature, and size ranges. The following are expressly prohibited: neon signs, temporary banners, feather flags, inflatable signs, A-frame or sandwich board signs, window signs exceeding ten percent (10%) of glass area, and any discount or price-point advertising visible from the exterior (e.g., "\$99 Special" style signage). The Manager may require wayfinding and building identification to follow a logical medical campus numbering scheme. All sign designs require ACC approval prior to fabrication.

12.3 Owners' Prohibitions Against Nuisance and Maintenance Responsibilities

Owners shall not create or permit nuisances, including but not limited to: (i) noise exceeding 70 decibels during daytime hours (7:00 AM to 10:00 PM) or 60 decibels during nighttime hours (10:00 PM to 7:00 AM), measured at the Lot boundary; (ii) odors detectable beyond the Lot boundary; (iii) unsightly debris, rubbish, or materials visible from Common Areas or adjacent Lots; (iv) fire hazards or unsafe conditions; (v) vibrations perceptible beyond the Lot boundary caused by equipment, machinery, or operations; or (vi) excessive exterior lighting, including unshielded lights, flashing signs, or light spillover that unreasonably disturbs adjacent Lots or is inconsistent with the professional character of Sage Business Park. Certain uses (e.g., adult entertainment, tattoo parlors, or high-traffic businesses) may be restricted or prohibited under **Section 15.3**. If an Owner's actions require extra security or janitorial work, the Manager may add services and bill the Owner.

Medical-Specific Nuisance Provisions. In addition to the foregoing, the following provisions shall apply: (a) All biohazard materials shall be handled, stored, and disposed of in compliance with all applicable federal, state, and local regulations, including the OSHA Bloodborne Pathogens Standard and TCEQ rules. (b) Medical waste pickup shall occur at locations and times designated by the Manager, and no medical waste containers shall be visible from public roads, Common Areas, or other Lots except during scheduled pickup. (c) Medical gas delivery (including oxygen, nitrous oxide, and similar gases) shall occur at times and locations designated by the Manager. (d) No operations generating odors detectable beyond the Lot boundary (including dental laboratory and compounding pharmacy operations) shall be permitted without Manager-approved mitigation measures. (e) Delivery hours for medical supplies shall be limited to times established by Manager rules adopted pursuant to Section 4.5 of the Management Agreement.

12.4 ADA Compliance

The Manager shall ensure that all Manager-Maintained Areas comply with the Americans with Disabilities Act (ADA). Owners are responsible for ensuring that their building interiors and any other portions of their Lots not maintained by the Manager comply with ADA requirements and shall bear all costs of ADA-related modifications within their Lots. Each Owner shall defend, indemnify, and hold harmless the Manager, Sage Business Park LLC, and their respective officers, agents, and employees from and against any and all claims, demands, actions, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising from or related to the Owner's failure to comply with ADA requirements within the Owner's Lot or premises.

12.5 Environmental Compliance

(a) Each Owner shall comply with all applicable federal, state, and local environmental laws, regulations, and ordinances, including but not limited to the Resource Conservation and Recovery Act (RCRA), the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), and the Texas Solid Waste Disposal Act. (b) No Owner shall cause, permit, or allow the generation, storage, release, or disposal of any hazardous substances, toxic materials, or regulated waste on their Lot except in strict compliance with applicable law and with prior written notice to the Manager. (c) Any Owner whose use involves regulated materials (including but not limited to medical waste, chemical solvents, or petroleum products beyond incidental quantities) shall provide the Manager with a written environmental management plan for approval prior to commencing such use. (d) In the event of any release, spill, or contamination on or from an Owner's Lot, the Owner shall immediately notify the Manager and all applicable governmental authorities, and shall be solely responsible for all remediation, cleanup, and associated costs. (e) The Manager may require environmental assessments of any Lot at the Owner's expense if the Manager reasonably believes a violation of this Section has occurred.

(f) Any Owner or Occupant whose operations involve biohazardous materials, medical waste, pharmaceuticals, or chemical agents shall indemnify and hold harmless the Manager, the Declarant, and all other Owners from any claims, fines, penalties, remediation costs, and damages arising from spills, releases, or improper disposal, including contamination of stormwater or drainage facilities. This indemnification obligation shall be in addition to and not in limitation of any other indemnification obligation under these Covenants or the Declaration of Easements, including Article VI (Drainage) of the Declaration of Easements.

12.6 Technology and Telecommunications

(a) No Owner shall install, erect, or maintain any exterior antenna, satellite dish, telecommunications tower, rooftop equipment, or similar device on their Lot without prior written approval from the Manager. The Manager may impose conditions on the size, location, screening, and appearance of approved installations to maintain the professional aesthetic of Sage Business Park. (b) Any lease or license agreement for telecommunications equipment (including but not limited to cell towers, small cell installations, or distributed antenna systems) on an Owner's Lot must be approved in writing by the Manager prior to execution. (c) All exterior cabling, wiring, and conduit must be concealed or routed underground unless the Manager approves an alternative in writing. (d) The Manager may, at its discretion, establish shared telecommunications infrastructure for the benefit of Sage Business Park and charge the costs through assessments.

12.7 Clinical and Regulatory Compliance

Each Owner and Occupant operating a medical, dental, or clinical use shall comply with all applicable federal, state, and local healthcare regulations, including the Health Insurance Portability and Accountability Act (HIPAA), the Occupational Safety and Health Act (OSHA), Texas Medical Board rules, Drug Enforcement Administration (DEA) regulations (if applicable), infection control requirements, and fire/life safety codes. Non-compliance that creates a risk to other Owners,

Occupants, patients, or the public shall constitute a violation of these Covenants. Each such Owner and Occupant shall indemnify the Manager, the Declarant, and all other Owners from claims arising from regulatory non-compliance.

12.8 Emergency and Public Health Procedures

The Manager shall have the authority to adopt, implement, and modify emergency procedures applicable to the entire campus, including procedures for pandemics, infectious disease events, active shooter situations, severe weather, and other emergencies. Such procedures may include temporary modifications to access routes, operating hours, cleaning and sanitization protocols, Common Area closures, and screening measures. All Owners and Occupants shall comply with emergency procedures adopted by the Manager. The Manager may install and operate security cameras, license plate readers, and other surveillance equipment in Common Areas, parking areas, and at access points, subject to applicable privacy laws.

ARTICLE XIII – INSURANCE, INDEMNITY, AND NOTICE OF INJURY

13.1 Insurance Policies and Restrictions

Each Owner shall obtain and continuously maintain, at Owner's sole cost and expense, the following insurance coverages: (i) all-risk or special-form property insurance covering the full replacement cost of all Improvements on the Owner's Lot; (ii) commercial general liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; (iii) business interruption insurance sufficient to cover a minimum of twelve (12) months of assessments and operating expenses; and (iv) workers' compensation insurance as required by Texas law. All liability policies shall name Sage Business Park LLC and Sage Park Management LLC as additional insureds. Certificates of insurance evidencing the required coverages shall be delivered to the Manager upon request and upon each policy renewal. For uses approved as exceptions under **Section 15.3(c)** that pose higher risks (e.g., bars or behavioral health facilities), Owners must obtain additional insurance coverage as specified by the Manager, such as increased liability limits or specific endorsements, to protect the business park from potential liabilities. Owners shall not perform acts causing policy cancellation or premium increases. Failure to insure leaves Owners solely responsible for losses or liabilities. Owners' insurance must cover their entire Lot, including Manager-Maintained Areas, to avoid gaps in coverage, and the Manager shall maintain separate insurance for its maintenance activities in Manager-Maintained Areas.

13.2 Indemnity

Each Owner shall indemnify and hold harmless Sage Business Park LLC (Developer), Sage Park Management LLC (Manager), their respective officers, directors, employees, agents, contractors, successors, and assigns (collectively "Indemnified Parties") from any and all claims, demands, causes of action, damages (including compensatory and punitive), losses (including property damage), expenses (including attorneys' fees), judgments, or decrees arising out of or related to:

- (a) The Owner's use or occupancy of its Lot;
- (b) Any act or omission of the Owner or any person claiming through or under the Owner;
- (c) Any breach by the Owner of any covenant or restriction;
- (d) Any injury or damage occurring on or related to the Owner's Lot;
- (e) Any violation of law by the Owner or its agents;
- (f) Any claims against Indemnified Parties by reason of any tenant or occupant of the Owner's Lot;
- (g) Any environmental contamination related to the Owner's Lot;
- (h) Any other matter for which the Owner is responsible.

Owners must defend claims with Manager-approved counsel, and this indemnity survives ownership transfer.

13.3 Notice of Injury or Claims

Owners shall notify the Manager within 24 hours of any injury, slip-and-fall, or occurrence potentially leading to a claim against the Owner's or Manager's insurance. The Manager is not liable for damage outside its willful misconduct or gross negligence.

13.4 Casualty and Restoration

(a) If any Improvement on a Lot is damaged or destroyed by fire, windstorm, hail, flood, explosion, or other casualty (a "Casualty Event"), the Owner shall, within thirty (30) days of the Casualty Event, provide written notice to the Manager describing the nature and extent of the damage and the Owner's plan for restoration.

(b) The Owner shall commence restoration of the damaged Improvements within one hundred eighty (180) days of the Casualty Event and shall diligently pursue restoration to completion. Restoration shall be performed in accordance with the original approved plans (or updated plans approved by the ACC under Section 14.5) and shall restore the Improvements to a condition substantially similar to their condition immediately prior to the Casualty Event, or to such other condition as may be approved by the ACC. All restoration work shall comply with applicable building codes, zoning ordinances, and the standards of these Covenants.

(c) All insurance proceeds received by the Owner on account of a Casualty Event shall be applied first to the restoration of the damaged Improvements. No Owner shall settle an insurance claim or accept insurance proceeds in excess of \$50,000 without first providing the Manager with written notice and a reasonable opportunity to review the proposed settlement. If a First Lien Lender holds an interest in the insurance proceeds, the Owner shall cooperate with the First Lien Lender to ensure that proceeds are disbursed in a manner that funds the restoration. The Owner's obligation to restore is not contingent upon the sufficiency of insurance proceeds; any shortfall shall be funded by the Owner at the Owner's sole expense.

(d) If the Owner fails to commence restoration within the time period specified in subsection (b), or fails to diligently pursue restoration to completion, the Manager may, after thirty (30) days' written notice to the Owner (and to any First Lien Lender that has filed a notice under Section 6.5(a)), enter the Lot to secure, stabilize, or demolish the damaged Improvements to the extent necessary to eliminate hazards, maintain property values, and preserve the character of Sage Business Park. The costs of such action shall be charged to the Owner as a special assessment enforceable as a lien under Article VI.

(e) If the Improvements on a Lot are damaged to the extent that restoration is not economically feasible (as reasonably determined by the Owner and confirmed by the Manager), the Owner shall, within one hundred eighty (180) days of the Casualty Event, demolish the remaining structures, clear the Lot of all debris, restore the Lot to a clean, graded condition, and maintain the Lot in compliance with these Covenants until new Improvements are constructed. The Owner's assessment obligations shall continue during any period in which the Lot is unimproved.

(f) For the protection of First Lien Lenders: (i) no provision of this Section shall be construed to impair, subordinate, or modify a First Lien Lender's security interest in insurance proceeds under its deed of trust; (ii) a First Lien Lender that acquires a Lot through foreclosure following a Casualty Event shall have the same restoration obligations as any Owner, except that the one hundred eighty (180) day restoration period under subsection (b) shall commence on the date the First Lien Lender acquires title; and (iii) the Manager shall provide a First Lien Lender that has filed a notice under Section 6.5(a) with copies of all notices issued to the Owner under this Section within ten (10) days of issuance.

13.5 Condemnation and Eminent Domain

(a) If all or any portion of a Lot or of the Common Areas is taken or condemned by any governmental authority exercising the power of eminent domain, or if a conveyance is made in lieu of such taking (collectively, a "Taking"), the Owner of the affected Lot (or the Manager, with respect to Common Areas) shall promptly notify the Manager and all affected Owners in writing within fifteen (15) days of receiving notice of the Taking.

(b) Condemnation awards or proceeds received on account of a Taking of a Lot shall belong to the Owner of the affected Lot and the Owner's First Lien Lender, if any, according to their respective interests, except that the Manager shall be entitled to receive from such award an amount equal to all unpaid assessments, late fees, interest, fines, and costs of collection owed on the affected Lot as of the date of the Taking, which amounts shall be paid to the Manager from the award prior to distribution to the Owner or First Lien Lender.

(c) Condemnation awards or proceeds received on account of a Taking of Common Areas shall be paid to the Manager and applied to the restoration or replacement of the affected Common Areas. If restoration is not feasible, the Manager shall apply the proceeds to the Reserve Fund for the benefit of Sage Business Park.

(d) If a partial Taking of a Lot renders the remaining portion of the Lot unsuitable for its intended use (as reasonably determined by the Manager), the Owner's assessment obligations shall be equitably adjusted by the Manager, effective as of the date of the Taking, to reflect the reduced Building Envelope Area (if any) of the Lot. The Manager shall provide written notice to the Owner and all affected First Lien Lenders of the adjusted assessment amount within thirty (30) days

of the Taking. If a Taking results in the complete elimination of a Lot, the Owner's assessment obligations under these Covenants shall terminate as of the date of the Taking, except for amounts accrued prior to such date.

(e) If a partial Taking of Common Areas requires the relocation or reconfiguration of access routes, utility lines, drainage facilities, or other shared infrastructure, the Manager shall coordinate such relocation at the expense of the condemning authority (to the extent recoverable from the condemnation award) or, if not fully recoverable, through a special assessment under Section 7.2.

(f) Nothing in this Section shall impair the right of any Owner or First Lien Lender to participate independently in condemnation proceedings, to file a separate claim for just compensation, or to challenge the Taking. The Manager shall have standing to participate in any condemnation proceeding affecting Common Areas or Manager-Maintained Areas.

ARTICLE XIV – OPERATIONS AND APPROVALS

14.1 Sage Business Park LLC Operations

Sage Business Park LLC may adopt, revise, or revoke rules and regulations, issue findings, rulings, permits, and approvals consistent with these Covenants.

14.2 Construction and Alteration of Improvements

No Improvement may begin without prior written approval from the Architectural Control Committee ("ACC") established under Section 14.5. All applications for Improvements shall be submitted to the ACC through the Manager. The ACC may approve, conditionally approve, or disapprove any proposed Improvement based on plans, site layout, grading, exterior color schemes, landscaping plans, and intended use, and may disapprove for reasons of design incompatibility, location, landscaping, color, or failure to comply with these Covenants. If the ACC fails to act on a complete application within forty-five (45) days, the application shall be deemed disapproved. Appeals from ACC decisions shall be submitted to the Manager, whose decision shall be final and binding. Approved projects must start within one year and be diligently completed. Owners must file approved plans and allow inspections. Upon completion, Owners must submit an Owner's Certificate, leading to a possible Certificate of Compliance.

14.3 Violation and Enforcement

Any Improvement commenced, erected, or maintained without the prior written approval required under this Article constitutes a violation of these Covenants. The Manager or Sage Business Park LLC may, after providing written notice and a reasonable cure period, remove, modify, or correct any unauthorized Improvement at the Owner's expense, and such costs shall be enforceable as a lien on the Owner's Lot. This Section applies specifically to unauthorized Improvements; for the general enforcement process applicable to all violations of these Covenants, including fines and graduated penalties, see Article XVII.

14.4 Subdivision of Lots

No Owner shall subdivide or further divide their Lot without the prior written approval of the Manager. The Manager may approve or disapprove such subdivision in its sole discretion, considering factors such as the impact on parking, access, utilities, and the overall development plan of Sage Business Park.

14.5 Architectural Control Committee (ACC)

(a) Composition:

The ACC shall initially consist of George M. Dipp (Manager of Sage Business Park LLC) and Luis Guevara (GRX Architects). The Manager may appoint additional members or replace existing members at any time.

(b) Authority:

The ACC must approve all plans for Improvements, including architectural design, materials, landscaping, and signage. Decisions require a majority vote of the ACC. Written approval must be issued before construction begins.

(c) Appeals:

Owners may appeal ACC decisions to the Manager within 15 days. The Manager's decision is final.

(d) Healthcare Design Professional:

The ACC may include a licensed architect or design professional with healthcare facility experience, appointed by the Manager.

(e) Medical Campus Design Standards:

The ACC shall enforce Medical Campus Design Standards adopted by the Manager from time to time, which may address building materials, glazing requirements, massing and height consistency, rooftop mechanical screening, ground equipment screening visible from public roads or Common Areas, lighting color temperature, trash enclosure standards, and exterior color palette.

(f) Retrofit Authority:

The Manager may require retrofit of screening if rooftop or ground equipment later becomes visible from public roads or Common Areas due to vegetation changes, adjacent development, or equipment replacement, at the Owner's expense.

14.6 Construction Hours and Noise Mitigation

(a) Construction activities are permitted only during the following hours:

- Weekdays: 7:00 AM – 7:00 PM
 - Saturdays: 9:00 AM – 5:00 PM
 - Prohibited: Sundays, federal holidays, and outside approved hours.
- (b)** Noise levels must not exceed 75 decibels at Lot boundaries.

ARTICLE XV – GENERAL COVENANTS AND RESTRICTIONS

15.1 Placement of Signs

[Reserved. See Section 12.2.]

15.2 Disposition of Trash

No bulk materials or rubbish shall accumulate, except during approved construction periods (max 18 months). Construction sites must remain free of debris.

15.3 Use Restrictions

(a) Permitted Uses

Each Lot within Sage Business Park shall be used primarily for medical, dental, diagnostic, surgical, therapeutic, and closely allied professional uses. Any non-medical use requires the Manager's prior written consent and must be compatible with a first-class medical campus. Non-medical uses must be incidental to and supportive of the medical campus, including but not limited to pharmacy, imaging center, physical therapy, laboratory, café, and medical supply. The Manager shall have sole discretion to deny any use that constitutes general retail, low-end office, or is otherwise incompatible with the medical campus character of Sage Business Park. No urgent care facility, freestanding emergency room, or twenty-four (24) hour clinical operation shall be permitted without the prior written approval of the Declarant during the Declarant Control Period or the Manager thereafter.

(b) Prohibited Uses

The following uses are expressly prohibited within Sage Business Park without the prior written consent of the **Manager**. These restrictions are intended to preserve the upscale, professional, and cohesive environment of the business park. Any exceptions must be approved in writing by the Manager and may be subject to additional conditions, including security, odor, noise, and traffic mitigation measures.

I. Adult-Oriented Businesses

- Adult bookstores, video stores, or theaters
- Gentlemen's clubs or adult entertainment venues
- Massage parlors offering non-therapeutic services

II. Retail & Service Restrictions

- Nail salons (unless upscale/spa-style and approved)
- Tattoo parlors/body piercing studios (except high-end cosmetic/medical-grade)
- Smoke/vape shops (tobacco, cannabis, or related products)
- Pawnshops, check-cashing services, or payday lenders

III. Food & Beverage Operations

- Bars/nightclubs
- Restaurants with heavy frying/strong odors (unless odor-neutralizing HVAC systems installed and manager approval)
- Food trucks or mobile vending (including sidewalk sales)

IV. High-Traffic/High-Impact Uses

- Party/event venues (banquet halls, concert spaces)
- 24-hour operations (e.g., late-night gyms, convenience stores)
- Childcare/daycare centers
- Behavioral health facilities (due to security issues)

V. Vehicle & Equipment-Related Uses

- Auto repair shops (tire/oil change stations, detailing centers)
- Car washes
- Heavy equipment rental/sales (tractors, bulldozers)

VI. Industrial & Storage Uses

- Manufacturing/fabrication (welding, metalwork, heavy machinery)
- Warehouses (non-showroom)
- Self-storage facilities (mini-storage, container-based)

VII. Nuisance-Generating Uses

- Dog boarding/kennels (outdoor runs, barking)
- Outdoor storage (tires, pallets, lumber visible from common areas)
- Hazardous material handling (beyond incidental office use)

VIII. Structural & Zoning Conflicts

- Temporary/mobile structures (shipping containers, extended construction trailers)
- Residential uses (Airbnb, dormitories, long-term housing)
- Billboards/off-site advertising (visible beyond property lines)

IX. Safety & Image Concerns

- Firing ranges/weapons training
- Casinos/gaming centers (arcades with gambling machines)
- Any use causing:
 - o Noise >70 dB daytime / >60 dB nighttime
 - o Parking congestion
 - o Visual blight (e.g., unkempt signage)
 - o Operational disruption to adjacent businesses

X. High-Energy and Technology Operations

- Cryptocurrency mining, blockchain validation, or other high-energy computing operations that impose disproportionate demands on electrical infrastructure, generate excessive heat, or produce noise, vibration, or electromagnetic interference beyond the Lot boundary
- Drone or unmanned aerial vehicle (UAV) operations, including launch, landing, storage, or commercial drone services, except with prior written approval of the Manager and in compliance with all applicable FAA regulations

(c) Manager's Approval for Exceptions

The Manager may, in its sole discretion, grant written approval for a specific use that would otherwise be prohibited, provided that the Owner demonstrates to the Manager's satisfaction that the proposed use will not adversely affect the character, safety, parking availability, or traffic flow of Sage Business Park. Such approval may require additional conditions, including but not limited to increased insurance, security measures, or traffic mitigation plans. Any approval granted under this Section is personal to the specific Owner and Occupant identified in the approval and is non-transferable. The approval shall automatically terminate upon the sale, transfer, or conveyance of the Lot, or upon a change in the Occupant operating the approved use, and the successor Owner or new Occupant must obtain renewed written consent from the Manager before continuing the previously approved use.

(d) Compliance with Zoning Laws

All uses must comply with applicable zoning laws and regulations.

(e) Hours of Operation

No business shall operate between 11:00 PM and 6:00 AM without prior written approval from the Manager. The Manager may impose conditions on extended hours to minimize noise, traffic, or other impacts on the business park.

(f) Parking Ratios and Restrictions

Each Owner may designate no more than two (2) parking spaces on their Lot as reserved parking for that Owner's exclusive use. All remaining parking spaces shall be subject to the perpetual cross-access and cross-parking easement established in Section 3.3 of these Covenants and Article III of the Declaration of Easements. Uses requiring parking beyond the available spaces on the Lot or common areas are prohibited unless the Owner provides a parking plan approved by the Manager.

(g) Traffic Management

Any use anticipated to generate significant vehicle traffic (e.g., more than 50 vehicle trips per peak hour) must submit a traffic impact study to the Manager for approval. The Manager may require mitigation measures, such as additional access points or traffic controls, as a condition of approval. No drive through windows allowed without manager approval.

(h) Tenant Restrictions

Owners who lease their Lots must include provisions in their lease agreements requiring tenants to comply with all terms, conditions, use restrictions, and rules under these Covenants, including but not limited to parking limitations under Section 15.3(f), signage requirements under Section 12.2, nuisance prohibitions under Section 12.3, and the definition of Occupant under Section 2.12. Each lease agreement shall include a covenant compliance clause substantially stating: "Tenant acknowledges that the Property is subject to the Declaration of Covenants and Restrictions of Sage Business Park LLC, as recorded or to be recorded in the Official Public Records of El Paso County, Texas, and Tenant agrees to be bound by all terms and conditions thereof." Owners shall provide the Manager with a copy of each executed lease agreement, and any amendments thereto, within thirty (30) days of execution. Each lease shall further require the tenant to maintain, at the tenant's sole expense, commercial general liability insurance with limits not less than those required of Owners under Section 13.1, designated as primary and non-contributory, with a waiver of subrogation in favor of Sage Business Park LLC, Sage Park Management LLC, the Owner, and all other Owners within Sage Business Park. The tenant shall name Sage Business Park LLC and Sage Park Management LLC as additional insureds and shall deliver certificates of insurance to the Manager prior to occupancy and upon each policy renewal. No Owner shall grant or convey to any tenant, by lease or otherwise, any rights or privileges that exceed or conflict with those available to the Owner under these Covenants. Owners remain liable for their tenants' violations, and the Manager may enforce these Covenants directly against Owners for tenant noncompliance.

(i) Manager's Authority to Update Use Restrictions

The Manager may, with 30 days' written notice to all Owners, amend the list of prohibited uses or add specific restrictions to address emerging issues, provided such amendments are consistent with maintaining the professional character of Sage Business Park. Owners may appeal such amendments to Sage Business Park LLC within 15 days of notice, whose decision shall be final.

(j) Additional Restrictions and Enforcement

Sage Business Park LLC may impose additional Use Restrictions as deemed necessary, and only Sage Business Park LLC may enforce such additional restrictions unless enforcement rights are assigned.

(k) Developer Carve-Out

Notwithstanding any provision of this Section 15.3 or Article XIV (Architectural Control) to the contrary, any Lot owned by Sage Business Park LLC or its affiliates shall be exempt from the Use Restrictions set forth in this Section and from the ACC approval requirements set forth in Article XIV for so long as Sage Business Park LLC or its affiliate holds fee simple title to such Lot. This exemption is intended to permit Sage Business Park LLC to use its Lots for construction staging, temporary signage, model units, sales offices, material storage, and other development-related activities without technical default under these Covenants. This exemption shall automatically terminate upon the sale, transfer, or conveyance of the Lot to a third-party Owner who is not an affiliate of Sage Business Park LLC.

15.4 Prohibition of Nuisances

[Reserved. See Section 12.3.]

15.5 Keeping of Animals

No animals shall be kept, bred, or maintained on any Lot or within the Common Areas, except (i) service animals and emotional support animals as required by the Americans with Disabilities Act or applicable Texas law, and (ii) animals used in connection with a veterinary, therapy, or medical practice operating on a Lot with prior written Manager approval. All permitted animals must be leashed or otherwise restrained at all times while on the Property. The Manager may adopt additional rules governing animals on the Property consistent with this Section.

15.6 Parking

Parking within Sage Business Park is subject to the cross-parking easement established by the Declaration of Easements. See Section 3.3 of these Covenants for a summary of parking easement rights. No Owner shall implement parking controls without the Manager's prior written approval as further provided in the Declaration of Easements.

Medical Campus Parking Operations. The Manager may: (a) adopt time-of-day parking regulations, including designation of patient-priority zones during business hours and restrictions on overnight employee parking in patient areas; (b) designate and reconfigure patient drop-off zones, valet areas, and shuttle staging areas; (c) restripe and reconfigure parking layouts and drive aisles on any Lot or Common Area for safety, ADA compliance, emergency access, and medical user needs, subject to thirty (30) days' notice to the affected Owner, funded via assessments. Any valet service, patient shuttle, or organized drop-off operation must be approved by the Manager and may be reconfigured at the Manager's discretion.

15.7 Outdoor Events

No Owner shall conduct or permit any outdoor events, including but not limited to festivals, concerts, markets, or gatherings, on their Lot or any common area without the prior written approval of the Manager. The Manager may impose conditions on such events to minimize disruption to other Owners and maintain the professional character of Sage Business Park.

15.8 Flags and Decorations

(a) Only the following may be displayed without prior Manager approval: U.S., Texas, or military flags (maximum size: 3'x5').

(b) Seasonal decorations (e.g., holiday lights) may be displayed for 30 days before/after the holiday and must be removed promptly thereafter.

ARTICLE XVI – DURATION, AMENDMENT, AND DEVELOPER'S RIGHTS

16.1 Duration, Amendment, or Termination

These Covenants:

- Bind all Owners, the Manager, and Sage Business Park LLC.
- Remain in effect until December 31, 2075, then renew automatically in 10-year increments unless terminated.
- May be terminated or amended upon the written consent of Owners holding at least seventy-five percent (75%) of the total Building Envelope Area within Sage Business Park, with Developer consent for amendments before January 1, 2075.
- Any termination or amendment must be recorded to be effective.

16.2 Developer's Right to Make Reasonable Changes

Sage Business Park LLC (the "Developer") reserves the right to make reasonable changes to these Covenants from time to time, provided that such changes are consistent with the overall purpose and intent of maintaining the professional character and operational efficiency of Sage Business Park. Any such changes shall be recorded in the public records of El Paso County, Texas, and shall be effective upon recording. The Developer shall provide written notice of any changes to all Owners at least 30 days prior to the effective date of the changes. Owners may submit written comments or objections to the Developer within 15 days of receiving notice, but the Developer's decision regarding the changes shall be final. Notwithstanding the foregoing, any amendment that would (i) materially reduce or restrict the list of permitted uses under Section 15.3(a), (ii) materially reduce the parking rights or cross-parking easement under Section 15.3(f) of these Covenants and Article III of the Declaration of Easements, or (iii) materially increase the Management Fee rate under Section 5.1(A) beyond the CPI-U adjustment shall require the written consent of Owners holding at least fifty-one percent (51%) of the total Building Envelope Area within Sage Business Park before such amendment may be recorded.

ARTICLE XVII – GENERAL

17.1 Violations, Enforcement, and Breach

Upon a violation of these Covenants, the Manager shall follow the graduated enforcement process below. In addition, the Manager or Sage Business Park LLC may, after notice, enter the Lot to remedy the breach at the Owner's expense.

17.2 Graduated Enforcement Process

- (a) First Violation:** Written notice describing the violation and providing a fifteen (15) day cure period.
- (b) Second Violation (same or similar):** A fine of \$1,000.00, plus reasonable costs incurred by the Manager, with a ten (10) day cure period.
- (c) Third Violation (same or similar):** A fine of \$2,500.00, plus all costs, and the Manager may place a lien on the Lot and pursue legal action, including injunctive relief.
- (d) Continuing Violations:** For any violation that continues beyond the applicable cure period, the Manager may impose a daily fine of \$100.00 per day until the violation is cured, in addition to any other remedies.
- (e) Owners may request a hearing before the Manager within ten (10) days of receiving a violation notice. A request for hearing shall not stay the cure period.**
- (f) Fines imposed under this Section shall be added to and become part of the assessment lien on the Owner's Lot.**
- (g) Medical-Specific Violations:** Notwithstanding the foregoing fine amounts, violations involving biohazard or medical waste handling, clinical regulatory non-compliance that poses a health or safety risk, unauthorized twenty-four (24) hour operations, or stormwater and drainage contamination from medical operations shall be subject to fines at double the standard amounts set forth in subsections (b) and (c) above. Repeat medical-specific violations of the same or similar nature within twelve (12) months shall be subject to fines at triple the standard amounts. These enhanced fines are in addition to all indemnification obligations under these Covenants.

17.3 No Reversion

No covenant herein creates a reversionary interest or condition subsequent.

17.4 Relief for Violation or Breach

Damages may be inadequate; injunction or specific performance is available.

17.5 Enforcement of Covenants

A prevailing party enforcing these Covenants may recover court costs and attorneys' fees.

17.6 Binding Effect

All conveyances or leases are subject to these Covenants, which run with the land regardless of whether referenced in subsequent instruments.

ARTICLE XVIII – WAIVER OF LIABILITY

18.1 Waiver of Liability

To the fullest extent permitted by Texas law, the Released Parties (Sage Business Park LLC, Sage Park Management LLC, and their respective members, managers, officers, employees, agents, and affiliates) shall not be liable for any loss, damage, or injury arising from (a) the approval or disapproval of any plans, specifications, or Improvements; (b) inspections or failure to inspect any Lot or Improvement; (c) the enforcement or non-enforcement of any provision of these Covenants; or (d) the maintenance or condition of Common Areas or Manager-Maintained Areas, except to the extent caused by the Released Party's willful misconduct or gross negligence. This limitation of liability does not waive or release claims arising from fraud, intentional acts, or gross negligence. By accepting a deed or taking possession, each Owner acknowledges this limitation of liability. Any Owner who brings a claim against a Released Party and does not prevail shall be responsible for the Released Party's reasonable attorneys' fees and court costs.

ARTICLE XIX – MISCELLANEOUS

19.1 Alteration of Covenants

No change in conditions or circumstances shall extinguish or modify these Covenants except as allowed herein.

19.2 Severability

If any provision is unenforceable, the remainder remains valid.

19.3 Notice of Sale

(a) Each Owner shall notify the Manager in writing at least thirty (30) days prior to the closing of any sale, transfer, or conveyance of their Lot. (b) Prior to closing, the selling Owner shall request from the Manager an estoppel certificate confirming the status of all assessments, charges, and fees owed on the Lot. The Manager shall issue such certificate within fifteen (15) business days of the request. The estoppel certificate shall be binding upon the Manager as to the amounts stated therein as of its date, and any buyer or lender may rely on the accuracy of the certificate for purposes of closing and title insurance. The selling Owner shall provide the estoppel certificate to the buyer and the title company handling the closing. (c) All unpaid assessments, late fees, interest, and costs of collection shall be paid in full from the proceeds of sale at closing. The Manager may provide a payoff statement to the title company, and such amounts shall be treated as a lien to be satisfied at closing. (d) The new Owner shall sign an acknowledgment of these Covenants at or prior to closing. (e) Failure to provide the required notice shall not affect the validity of the sale but shall subject the selling Owner to a transfer fee of \$500.00, payable to the Manager, and the selling Owner shall remain jointly and severally liable with the new Owner for any unpaid assessments accruing prior to the date of sale.

19.4 Assignment by Sage Park Management LLC

The Manager may assign its rights/duties to a successor entity via written agreement, which then assumes all obligations. If the Manager ceases without assigning, these Covenants remain, and a court may appoint a replacement upon petition.

19.5 Definition of Titles

Headings are for reference only and do not affect meaning.

19.6 Notices

Notices are deemed given upon personal delivery, one business day after sending by overnight service, or three business days after mailing by certified mail.

19.7 Assignment by Sage Business Park LLC

Sage Business Park LLC may assign its rights/duties by written instrument, notifying the Manager and all Owners. If Sage Business Park LLC ceases without assignment, such rights vest in the Manager.

19.8 Mutuality and Runs with Land

These Covenants create mutual obligations benefiting all Lots, running with the land.

19.9 No Warranty of Enforceability

Sage Business Park LLC does not guarantee enforceability; Owners assume all risk.

19.10 Time is of the Essence

All performance under these Covenants is time-sensitive.

19.11 Further Restrictions

These Covenants may be supplemented by additional restrictions from Sage Business Park LLC, subject to the same notice requirements and material change consent threshold set forth in Section 16.2.

19.12 Maximum Interest

Interest charged shall not exceed the highest lawful rate; overages are credited to principal or refunded.

19.13 Governing Law

These Covenants are governed by Texas law, with obligations performable in El Paso County.

19.14 Dispute Resolution

Any dispute between Owners, or between an Owner and the Manager or Sage Business Park LLC, arising under these Covenants shall first be submitted to mediation before a neutral mediator agreed upon by the parties. The cost of mediation shall be shared equally unless otherwise agreed. (b) If mediation fails to resolve the dispute within thirty (30) days, disputes involving claims in excess of \$25,000 shall be submitted to binding arbitration under the rules of the American Arbitration Association, with the arbitration to be conducted in El Paso County, Texas. The prevailing party in arbitration shall be entitled to recover the costs of arbitration, including reasonable attorneys' fees. (c) Disputes involving claims of \$25,000 or less may be pursued in the courts of El Paso County, Texas, without submitting to arbitration. (d) Notwithstanding the foregoing, nothing in this Section shall require the Manager or Sage Business Park LLC to submit to mediation or arbitration before (i) seeking emergency or injunctive relief from a court of competent jurisdiction to enforce these Covenants or restrain violations; (ii) filing or enforcing a lien or pursuing foreclosure under Article VI; or (iii) pursuing collection of delinquent assessments, late fees, interest, or fines. (e) The prevailing party in any mediation, arbitration, litigation, or other proceeding to enforce these Covenants shall be entitled to recover reasonable attorneys' fees and costs.

19.15 Force Majeure

No party shall be deemed in default of any obligation under these Covenants to the extent performance is delayed or prevented by causes beyond such party's reasonable control, including but not limited to acts of God, fire, flood, earthquake, epidemic or pandemic, severe weather, war, terrorism, government orders or restrictions, labor strikes, material shortages, or utility failures (collectively, "Force Majeure Events"). The affected party shall provide written notice to the Manager (or to all Owners, if the Manager is the affected party) within fifteen (15) days of the occurrence of a Force

Majeure Event, describing the nature of the event and the expected duration of the delay. Performance obligations shall be suspended for the duration of the Force Majeure Event and shall resume within a reasonable time after the event ceases. Force Majeure shall not excuse or defer the obligation to pay assessments or other monetary obligations under these Covenants.

19.16 Nature of Covenant Community; Not a Homeowners or Property Owners Association

(a) These Covenants establish a private, contractual covenant regime governing the commercial use, maintenance, and management of Sage Business Park. The Sage Business Park Commercial Owners Association ("COA") referenced herein is a descriptive term for the community of Owners and is not a separate legal entity, corporation, limited liability company, unincorporated association, nonprofit organization, or trust. The COA has no independent legal existence apart from the contractual rights and obligations created by these Covenants.

(b) The parties intend that these Covenants not create, and to the fullest extent permitted by applicable law, that they not be construed to create a "property owners' association" as defined in Texas Property Code § 209.002, a "homeowners association," a condominium association under Texas Property Code Chapter 81 or Chapter 82, or any other statutory association or entity. The Property is a commercial development consisting of individually owned fee-simple Lots, not a residential subdivision, planned community, or condominium project. The parties intend, to the fullest extent permitted by applicable law, that Texas Property Code Chapter 209 not apply to these Covenants or to the governance, management, or administration of Sage Business Park.

(c) Governance of the COA is contractual. All management, enforcement, assessment, and administrative authority is vested in Sage Business Park LLC (as Declarant and Developer) and Sage Park Management LLC (as Manager) pursuant to these Covenants and the Management Agreement between those parties. There is no elected board of directors, no membership voting on operational matters, no annual election of officers, and no open-meeting requirements. The Annual Meeting described in Section 10.4 is informational in nature and does not constitute a membership meeting of a statutory association.

(d) Each Owner, by accepting a deed to a Lot within Sage Business Park, acknowledges and agrees that: (i) the Owner's obligations under these Covenants arise from a private contractual agreement that runs with the land, not from membership in a statutory association; (ii) the Owner has no voting rights, board election rights, or governance rights beyond those expressly stated in these Covenants; (iii) the Owner's remedies are those provided by these Covenants, by Texas Property Code Chapter 202, and by the general contract and equity law of Texas; and (iv) to the fullest extent permitted by applicable law, the Owner waives any claim that these Covenants create a property owners' association subject to Texas Property Code Chapter 209 or any comparable statute.

(e) These Covenants are enforceable as restrictive covenants under Texas Property Code Chapter 202 and as contractual obligations between Sage Business Park LLC, the Manager, and each Owner. Nothing in these Covenants shall be interpreted to expand the rights of any Owner, Occupant, or third party beyond those expressly granted herein, or to impose upon the Manager or Sage Business Park LLC any statutory duty, procedural requirement, or governance obligation applicable to property owners' associations under Texas law.

19.17 Supremacy and Interpretation of Companion Documents

This Declaration, the Declaration of Easements of Sage Business Park, and the Management Agreement of Sage Business Park are intended to be read and construed together as a unified framework governing Sage Business Park. In the event of conflict: (a) the Declaration of Easements shall control with respect to the existence, scope, location, enforcement, duration, amendment, and termination of all easement rights; (b) this Declaration of Covenants and Restrictions shall control with respect to land use, permitted uses, assessments, maintenance funding, architectural controls, and Owner/Occupant conduct; and (c) the Management Agreement shall control with respect to the Manager's operational authority, compensation, and term of appointment.

19.18 Confirmation of Fee Simple Ownership; No Condominium or Common Interest Regime

Each Lot within Sage Business Park is owned in fee simple absolute. The parties intend, to the fullest extent permitted by applicable law, that nothing in these Covenants, the Declaration of Easements, or the Management Agreement shall be construed to create a condominium, common-interest community, property owners' association subject to Texas Property Code Chapter 209, or any common-interest ownership regime. The easements, covenants, and restrictions established

herein are contractual obligations running with the land pursuant to Texas Property Code Chapter 202 and the general contract law of the State of Texas.

19.19 Authorized Representative of Declarant

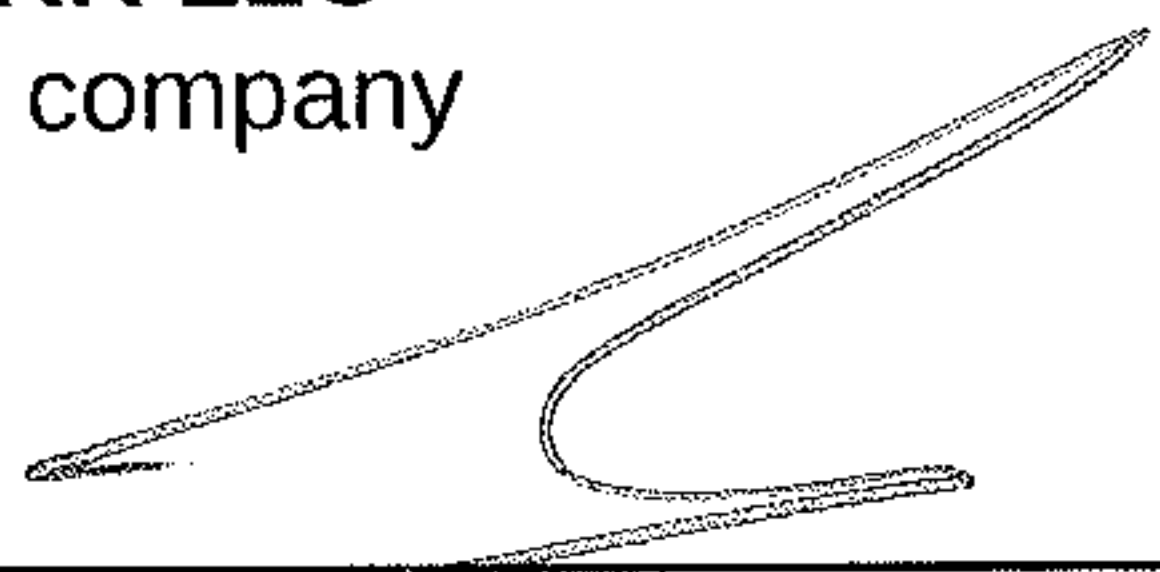
George M. Dipp shall serve as the initial authorized representative of the Declarant for all approvals, consents, and decisions reserved to the Declarant under these Covenants, the Declaration of Easements, and the Management Agreement. The Declarant may designate a successor authorized representative by written instrument delivered to the Manager and all Owners. During the Declarant Control Period, no action requiring Declarant approval shall be effective unless approved by the authorized representative.

EXECUTION AND ACKNOWLEDGMENT

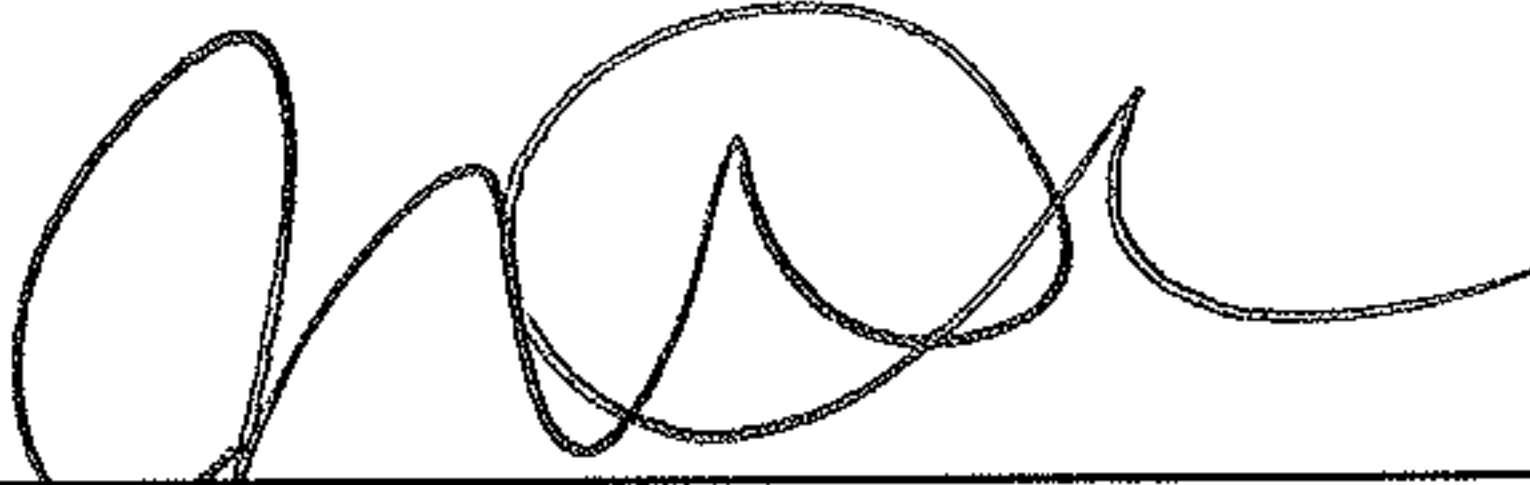
IN WITNESS WHEREOF, Sage Business Park LLC executes this Declaration of Covenants and Restrictions effective as of the date set forth below.

DECLARANT:

SAGE BUSINESS PARK LLC
a Texas limited liability company

By: 
George M. Dipp, Manager

Date: April 16, 2026
22

ACKNOWLEDGMENT	
STATE OF TEXAS	§
	§
COUNTY OF EL PASO	§
This instrument was acknowledged before me on the ^{22nd} 16th day of April, 2026, by George M. Dipp, Manager of Sage Business Park LLC, a Texas limited liability company, on behalf of said company.	
 _____ Notary Public, State of Texas	
Printed Name: <u>Jessica Galvan</u>	
My Commission Expires: <u>06/06/2026</u>	
[NOTARY SEAL]	

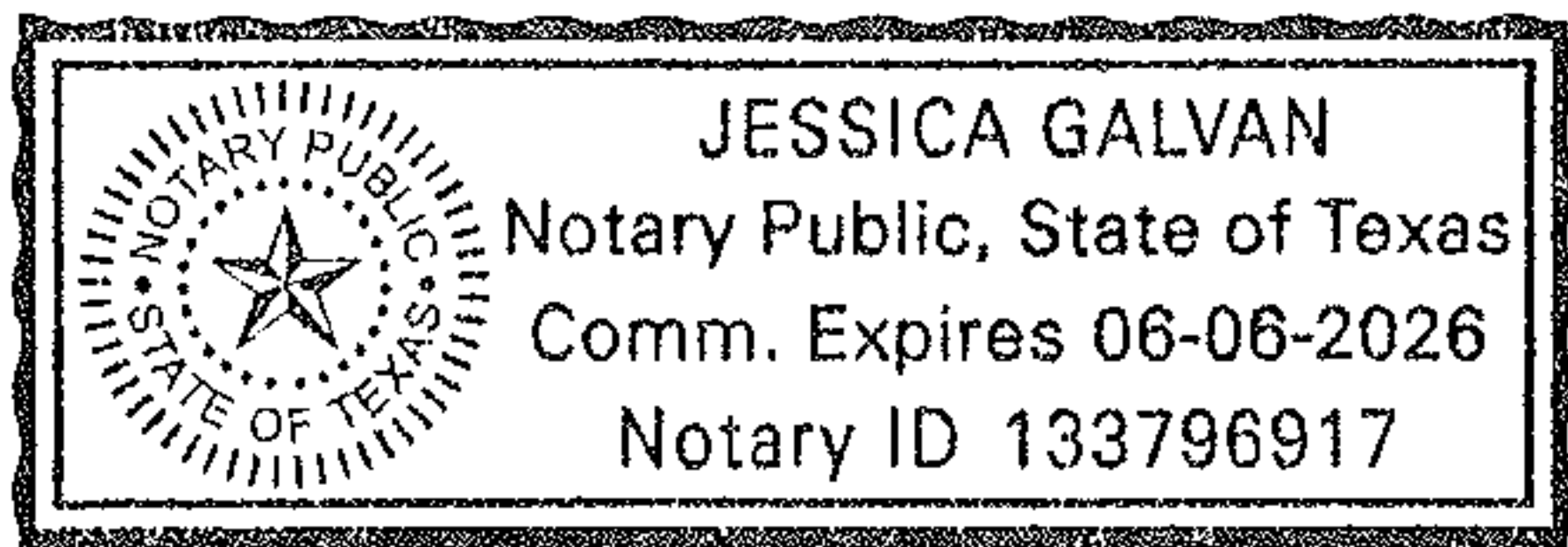


EXHIBIT A

DESCRIPTION OF PROPERTY

The "Property" subject to this Declaration of Covenants and Restrictions consists of certain real property situated in Block 19, Cimarron Sage Unit Four, City of El Paso, El Paso County, Texas, as more particularly described below. The Property is comprised of three (3) parcels as identified by the El Paso Central Appraisal District and as depicted on the ALTA/NSPS Land Title Survey attached hereto as Exhibit B.

PARCEL 1 — MAIN PARCEL (IMPROVED)

El Paso Central Appraisal District Account No.: C545-999-0190-0110

Property Identification No.: 722221

Parcel Address: 7305 Paseo Del Norte Blvd, El Paso, Texas

Acreage: 5.660 acres

Legal Description: BLK 19 CIMARRON SAGE #4 PT OF 1 BEG 439.29 FT SE OF NEC (206.40 FT ON E – IRREG ON S – 291.43 FT ON W – IRREG ON N) (5.660 AC)

Being the same property described as Parcel 1 on the ALTA/NSPS Land Title Survey prepared by Huitt-Zollars, Inc. (PROL No. R317411.01), dated May 2024, attached hereto as Exhibit B.

PARCEL 2 — PASEO DEL NORTE FRONTAGE

El Paso Central Appraisal District Account No.: C545-999-0190-0120

Property Identification No.: 722222

Parcel Address: Paseo Del Norte, El Paso, Texas

Acreage: 0.179 acres (7,784 sq. ft.)

Legal Description: BLK 19 CIMARRON SAGE #4 PT OF 1 BEG 291.43 FT N OF SWC (11.43 FT ON W – 326.27 FT ON N – IRREG ON S) (7,784.0 SQ FT)

Being the same property described as Parcel 2 on the ALTA/NSPS Land Title Survey prepared by Huitt-Zollars, Inc. (PROL No. R317411.01), dated May 2024, attached hereto as Exhibit B.

PARCEL 3 — ADJACENT TRACT

El Paso Central Appraisal District Account No.: C545-999-0190-0130

Property Identification No.: 726783

Parcel Address: (No address assigned)

Acreage: 0.759 acres (33,045 sq. ft.)

Legal Description: BLK 19 CIMARRON SAGE #4 PT OF 1 BEG 370.29' S OF NEC (IRREG ON N – 69' ON E – 487' ON S – 59.80' ON W) (33,045.00 SQ FT)

Being the same property described as Parcel 3 on the ALTA/NSPS Land Title Survey prepared by Huitt-Zollars, Inc. (PROL No. R317411.01), dated May 2024, attached hereto as Exhibit B.

AGGREGATE PROPERTY SUMMARY

Total Acreage: 6.598 acres (Parcels 1, 2, and 3 combined)

Location: Portion of Lot 1, Block 19, Cimarron Sage Unit Four, City of El Paso, El Paso County, Texas

Subdivision: Cimarron Sage Unit Four, as recorded in the Plat Records of El Paso County, Texas

School District: Canutillo Independent School District

Zoning: C-1 (west portion) and C-3/c (east portion), per Ordinance #19672 and the zoning district boundary line as depicted on the ALTA/NSPS Survey (Exhibit B)

For the complete metes and bounds description of each Parcel, reference is hereby made to the ALTA/NSPS Land Title Survey attached hereto as Exhibit B, the record legal descriptions and as-surveyed legal descriptions set forth therein, and the recorded plats and deeds of record in the Official Public Records and Plat Records of El Paso County, Texas. In the event of any conflict between the abbreviated legal descriptions set forth above and the metes and bounds descriptions shown on the Survey (Exhibit B), the Survey shall control.

EXCLUSION — EPWU LEASED PARCEL (PARCEL 4)

Notwithstanding anything herein to the contrary, the Property subject to these Covenants expressly excludes the following parcel:

Parcel 4 — EPWU Leased Access Easement: 0.200 acres (8,712 sq. ft.), El Paso Central Appraisal District Account No. C545-999-0190-0140, described as the leasehold parcel occupied by El Paso Water Utilities Public Services Board infrastructure, as depicted on the ALTA/NSPS Land Title Survey (Exhibit B). Parcel 4 is subject to a separate lease between the El Paso Water Utilities Public Services Board and Sage Business Park LLC (as assignee from Cimarron Sage LLC pursuant to the Assignment of Lease dated July 2024) and is not subject to these Covenants, the Declaration of Easements, or the Management Agreement.

(End of Exhibit A)

EXHIBIT B
ALTA/NSPS LAND TITLE SURVEY

Attached hereto and incorporated herein by reference is the ALTA/NSPS Land Title Survey of the Property, consisting of two (2) sheets, prepared by:

Huitt-Zollars, Inc.
5555 N. Mesa, Suite 210
El Paso, Texas 79912

Surveyor: Christian M. Wegmann, Registered Professional Land Surveyor (RPLS No. 6794)

PROL No.: R317411.01

Date of Survey: May 2024 (Revised May 21, 2024)

Sheets: 2 of 2

Prepared for: Wolf Investment and Sage Business Park LLC

The Survey depicts the boundaries, dimensions, easements, encroachments, rights-of-way, and improvements for Parcels 1 through 4 within Lot 1, Block 19, Cimarron Sage Unit Four, and a Portion of the Drainage Right of Northern Pass Pond 3, City of El Paso, El Paso County, Texas.

The two (2) sheets of the ALTA/NSPS Land Title Survey immediately follow this page.

(End of Exhibit B)

EXHIBIT C

BUYER ACKNOWLEDGMENT AND COVENANT ACCEPTANCE

The undersigned ("Buyer"), as purchaser of Lot _____ within Sage Business Park, El Paso County, Texas, hereby acknowledges and agrees as follows:

1. Buyer has received and reviewed the Declaration of Covenants and Restrictions, the Declaration of Easements, and the Management Agreement governing Sage Business Park. 2. Buyer understands that the Lot is subject to all terms, conditions, covenants, restrictions, easements, and obligations set forth in such documents. 3. Buyer understands that the Sage Business Park Commercial Owners Association (COA) is not a property owners' association under Texas Property Code Chapter 209, is not a condominium under Texas Property Code Chapter 81 or 82, and is governed exclusively by private contractual covenants. 4. Buyer understands that each Lot is owned in fee simple absolute, that property management is provided by Sage Park Management LLC (or its successor), and that the Management Fee is \$1.75 per square foot of Building Envelope Area per Year, subject to CPI-U adjustment (2%–7% floor/cap) and a minimum of \$4,000.00 per Lot per Year. 5. Buyer understands that Annual Assessments are allocated based on Building Envelope Area and are separate from and in addition to the Management Fee. 6. Buyer acknowledges the Declarant Control Period and the rights reserved to the Declarant during such period. 7. Buyer acknowledges that the Property is developed and marketed as a first-class medical campus, and Buyer's intended use must be consistent with the permitted uses under Section 15.3(a) of the Declaration of Covenants.

Buyer: _____ Date: _____

Printed Name: _____ Title: _____

(End of Exhibit C)

EXHIBIT D

FORM OF LENDER COMFORT LETTER

[Date]

[Lender Name and Address]

Re: Lot _____, Sage Business Park, El Paso County, Texas

Dear [Lender]:

In connection with the proposed financing of the above-referenced Lot, Sage Business Park LLC ("Declarant") and Sage Park Management LLC ("Manager") confirm the following:

1. Each Lot within Sage Business Park is owned in fee simple absolute. 2. Sage Business Park is not a condominium, common-interest community, or property owners' association subject to Texas Property Code Chapter 209. 3. The Covenants are private contractual restrictions enforceable under Texas Property Code Chapter 202 and general contract law. 4. Lender protections are set forth in Section 6.5 of the Declaration of Covenants, including: sixty (60) day cure rights, subordination protections, estoppel certificates, and construction completion rights for foreclosing lenders. 5. No amendment to the Covenants that would materially alter lien priority, assessment methodology, easement rights, permitted uses, insurance requirements, or casualty restoration shall be effective against a First Lien Lender without such lender's written consent or sixty (60) day non-response. 6. As of the date hereof, the current Management Fee is \$1.75 per square foot of Building Envelope Area per Year, and the current Annual Assessment for the Lot is \$_____ per Year. No special assessments are pending. The Owner's account is current and no notices of violation or default are outstanding.

Sage Business Park LLC

By: _____  George M. Dipp, Manager

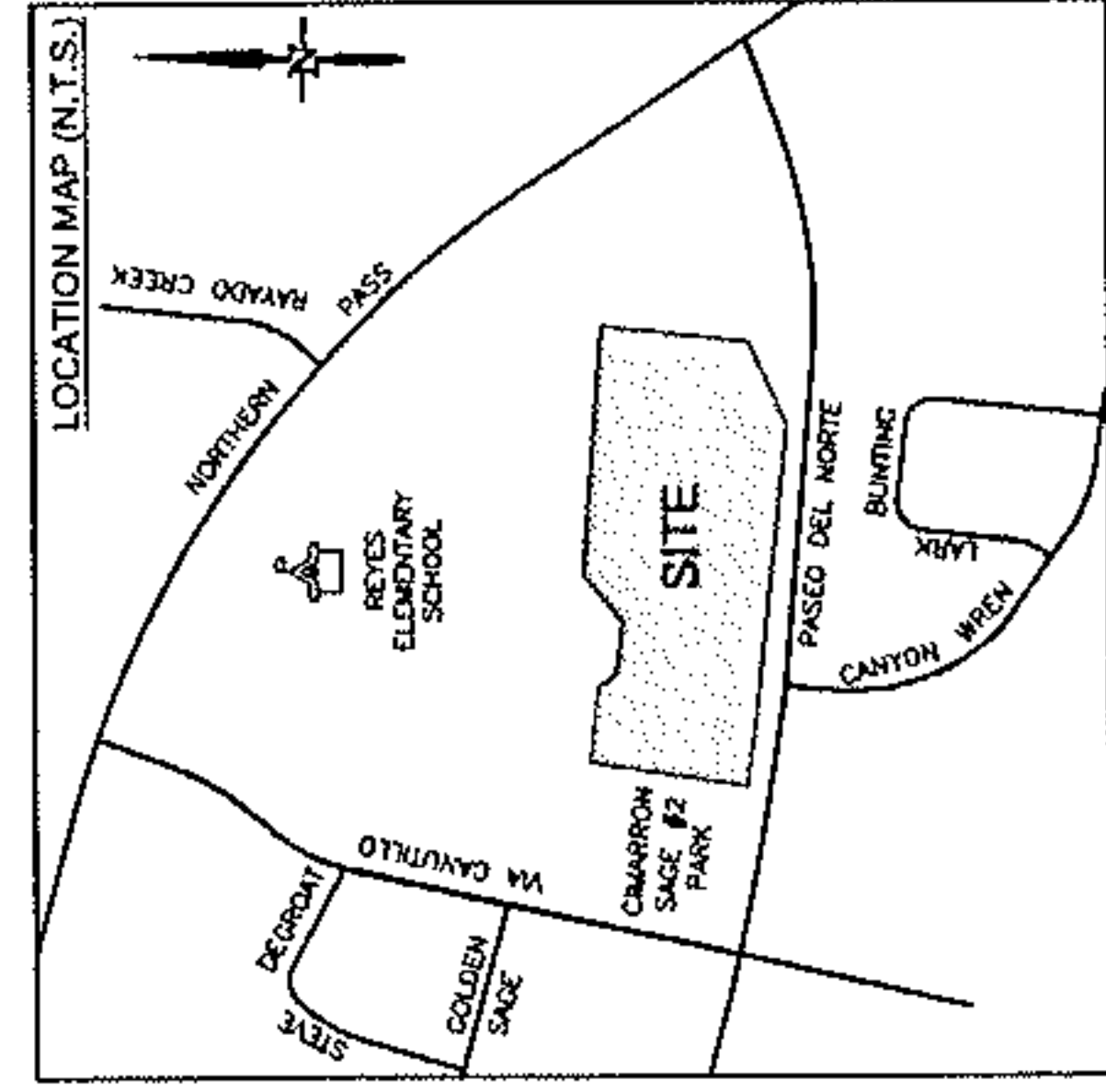
Sage Park Management LLC

By: _____  George M. Dipp, Manager

(End of Exhibit D)

(End of Declaration)

ALTA / NSPS LAND TITLE SURVEY



REFERENCE DOCUMENTS:

- R: SUBDIVISION PLAT OF CIMARRON SAGE UNIT FOUR, RECORDED IN DOCUMENT NO. 2011-0059543, PLAT RECORDS OF EL PASO COUNTY, TEXAS.
- R1: SPECIAL WARRANTY DEED TO CIMARRON SAGE, LLC, RECORDED IN DOCUMENT NO. 2023-0008280, DEED RECORDS OF EL PASO COUNTY, TEXAS.
- R2: SPECIAL WARRANTY DEED TO CIMARRON SAGE, LLC, RECORDED IN DOCUMENT NO. 2023-0070682, DEED RECORDS OF EL PASO COUNTY, TEXAS.
- R3: SUBDIVISION PLAT OF CIMARRON SAGE UNIT TWO, RECORDED IN DOCUMENT NO. 2013-0006929, PLAT RECORDS OF EL PASO COUNTY, TEXAS.
- R4: SUBDIVISION PLAT OF NORTHERN PASS POND 3, RECORDED IN DOCUMENT NO. 2011-0046999, PLAT RECORDS OF EL PASO COUNTY, TEXAS.
- R5: SUBDIVISION PLAT OF PASEO DEL NORTE BLVD, UNIT TWO, RECORDED IN DOCUMENT NO. 2012-0074133, PLAT RECORDS OF EL PASO COUNTY, TEXAS.

LEGEND

- SET 8" P REBAR WITH CAP STAMPED TX 8794 (UNLESS NOTED)
- FND. SURVEY MARKER (AS NOTED)
- ▲ CALCULATED CORNER
- D.R.E.P.C.T. DEED RECORDS OF EL PASO COUNTY, TEXAS
- F.A.E.P.C.T. PLAT RECORDS OF EL PASO COUNTY, TEXAS
- POB POINT OF BEGINNING
- POB POINT OF COMMENCEMENT
- ROW RIGHT OF WAY
- DOC. DOCUMENT
- N.T.S. NOT TO SCALE
- W WATER VALVE
- q STOP SIGN
- ⊠ FIRE HYDRANT
- ⊞ STORM SEWER MANHOLE
- ⊞ SANITARY SEWER MANHOLE
- ⊞ SANITARY SEWER CLEANOUT
- ⊞ COMMUNICATIONS PULL BOX
- ⊞ LIGHT POLE
- ⊞ ELECTRIC PULL BOX
- ⊞ ELECTRIC VAULT
- ⊞ TREE / SHRUB
- ⊞ EDGE OF PAVEMENT
- ⊞ CHAIN LINK FENCE

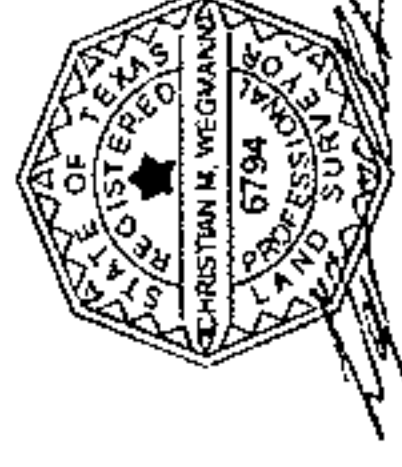
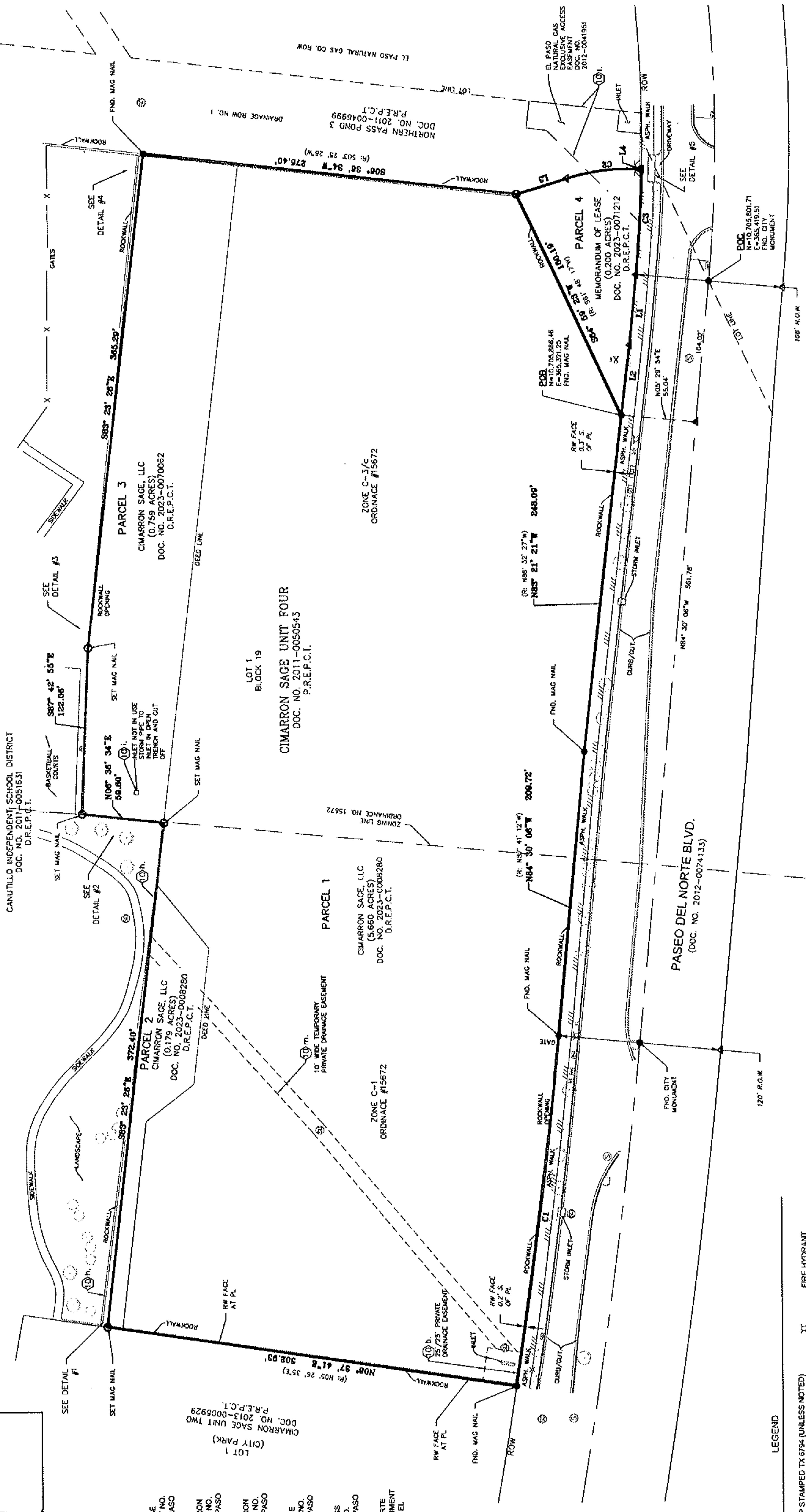
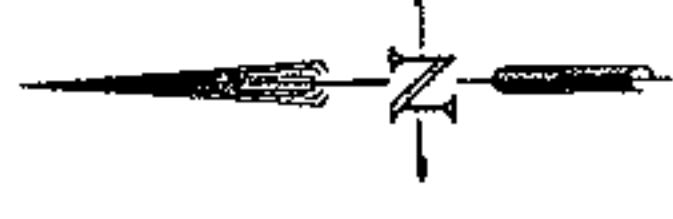
CURVE TABLE

CURVE NO.	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
C1	4740.00'	00°3'07"48"	258.89'	N82° 56' 13"W	258.86'
C2	150.00'	02°03'35"27"	53.95'	N06° 50' 28"W	53.66'
C3	1045.99'	00°41'45"	77.51'	N83° 37' 28"W	77.49'

LINE TABLE

LINE NO.	DIRECTION	LENGTH
L1	N84° 30' 06"W	52.06'
L2	N83° 21' 21"W	51.97'
L3	S17° 08' 42"E	38.12'
L4	S03° 27' 45"W	2.04'

- ### SURVEY NOTES:
1. THE HORIZONTAL DATUM IS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE (4303). DISTANCES AND COORDINATES SHOWN ARE SURFACE VALUES USING A GROUND SCALE FACTOR OF 1.00023106, SCALED AT 1MM. LHW.
 2. VALUES SHOWN ARE BASED ON GPS MEASUREMENTS MADE WITHIN THE EL PASO COUNTY OF THE TEXAS RLY CO-OP ADMINISTERED BY ALTERRA CENTRAL (PRINCIPAL).
 3. UNIT OF MEASURE: U.S. SURVEY FOOT.



05-08-2024

SHEET 1 of 2

ALTA/NSPS LAND TITLE SURVEY
 PORTION OF LOT 1, BLOCK 19, CIMARRON
 SAGE UNIT FOUR, AND
 NORTHERN PASS POND 3
 CITY OF EL PASO
 EL PASO COUNTY, TEXAS

WOLF INVESTMENT



P.O. BOX 1681
 EL PASO, TEXAS
 79949

HUITT-ZOLLARS, INC.
 5822 CROMO DRIVE, SUITE 210
 EL PASO, TEXAS 79912
 (915) 587-4339
 FIRM REGISTRATION NO. 10025603

NO.	REVISION	DATE
1	ADD ZONING BOUNDARY	
2		
3	ZONE CLASSIFICATION	
		5-21-24

Doc # 20260033640
#Pages 36 #NFPages 1
04/23/2026 01:50 PM
Filed & Recorded in
Official Records of
El Paso County
Delia Briones
County Clerk
Fees \$165.00

eRecorded

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



Delia Briones

EL PASO COUNTY, TEXAS