



AFTER RECORDING RETURN TO:
ROBERT D. BURTON, ESQ.
WINSTEAD PC
401 CONGRESS AVE., SUITE 2100
AUSTIN, TEXAS 78701
EMAIL: RBURTON@WINSTEAD.COM

MONTECILLO

NOTICE OF ANNEXATION

[UNITS SEVEN AND EIGHT]

El Paso County, Texas

Declarant: EPT MESA DEVELOPMENT, LP, a Delaware limited partnership

Cross-reference to that certain: (i) Montecillo Amended and Restated Master Covenant, recorded as Document No. 20160088513 in the Official Public Records of El Paso County, Texas, as may be amended; and (ii) Montecillo Development Area Declaration [Single-Family Residential], recorded as Document No. 20170050830 in the Official Public Records of El Paso County, Texas, as may be amended.

MONTECILLO
NOTICE OF ANNEXATION [UNITS SEVEN AND EIGHT]

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This Notice of Annexation [Units Seven and Eight] (this “**Notice**”) is made and executed by **EPT MESA DEVELOPMENT, LP**, a Delaware limited partnership (“**Declarant**”), and is as follows:

1. **Previously Submitted Property.** Declarant filed that certain Montecillo Amended and Restated Master Covenant, recorded as Document No. 20160088513 in the Official Public Records of El Paso County, Texas, as may be amended from time to time (the “**Covenant**”). Any capitalized terms used and not otherwise defined in this Notice shall have the meanings set forth in the Covenant. Pursuant to *Section 12.05* of the Covenant, Declarant served notice that portions of the Property described on Exhibit “A” to the Covenant, upon the Recording of appropriate Notices of Annexation from time to time, may be subjected to the terms, covenants, conditions, restrictions, and obligations of the Covenant.

2. **Applicability of Covenant.** This Notice is filed with respect to that certain real property located in El Paso County, Texas as more particularly described on Exhibit “A”, attached hereto and incorporated herein (collectively, the “**Development Area**”).

3. **Applicability of Development Area Declaration.** Pursuant to the Covenant and that certain Montecillo Development Area Declaration [Single-Family Residential], recorded under Document No. 20170050830 in the Official Public Records of El Paso County, Texas, as amended from time to time (the “**Development Area Declaration**”), Declarant served notice that portions of the property described on Exhibit “A” to the Covenant, upon the Recording of appropriate Notices of Annexation from time to time, may be subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Development Area Declaration. Pursuant to this Notice, the Development Area is subject to the terms and provisions of the Development Area Declaration.

4. **Development Area.** The Development Area described and identified in *Paragraph 2* hereinabove will constitute one of the Development Areas which is permitted, contemplated and defined under the Covenant.

5. **Property Incorporated Into Development.** The provisions of the Covenant and the Development Area Declaration shall apply to the Development Area. The Development Area is hereby included within and made a part of the Development, and is hereby subjected to terms, covenants, conditions, restrictions, and obligations of the Covenant and the Development Area Declaration.

6. **Allocation of Votes.** Pursuant to *Section 6.04(a)* of the Covenant, the Declarant hereby allocates one (1) vote per Residential Lot in the Development Area. Notwithstanding the

foregoing, in the event the Reviewer approves construction of more than one (1) residence on a Residential Lot within the Development Area, then the allocation of votes to such Residential Lot shall automatically be adjusted to keep the ratio of one (1) vote per residence constructed or approved to be constructed on such Residential Lot. Any adjustment in accordance with the foregoing sentence shall automatically occur on the first day of the calendar month following the month in which the Reviewer approves plans for the Improvements to be constructed on the Residential Lot in accordance with the Covenant; provided, however, Declarant during the Development Period and the Board thereafter may file an amendment or supplement to this Notice setting forth the adjusted allocation of votes.

The votes allocated to the Development Area by this Notice may be cast on all matters to be voted on by the Members of the Association in accordance with the Covenant. In the event of the consolidation of two (2) or more Residential Lots within the Development Area, votes which are allocated to such Residential Lots pursuant to this Notice will continue to be determined according to the number of original Residential Lots and residences constructed or approved to be constructed in the consolidated Residential Lot.

7. **Allocation of Assessment Units.** Pursuant to *Section 8.09(a)* of the Covenant, the Declarant hereby allocates one (1) Assessment Unit per Residential Lot in the Development Area. Notwithstanding the foregoing, in the event Reviewer approves construction of more than one (1) residence on a Residential Lot within the Development Area, then the allocation of Assessment Units to such Residential Lot shall automatically be adjusted to keep the ratio of one (1) Assessment Unit per residence constructed or approved to be constructed on such Residential Lot. Any adjustment in accordance with the foregoing sentence shall automatically occur on the first day of the calendar month following the month in which the Reviewer approves plans for the Improvements to be constructed on the Residential Lot in accordance with the Covenant; provided, however, Declarant during the Development Period and the Board thereafter may file an amendment or supplement to this Notice setting forth the adjusted allocation of Assessment Units. In the event of the consolidation of two (2) or more Residential Lots within the Development Area, Assessment Units which are allocated to such Residential Lots pursuant to this Notice will continue to be determined according to the number of original Residential Lots and residences constructed or approved to be constructed in the consolidated Residential Lot.

8. **Modification of Restrictions.** Pursuant to *Section 12.05* of the Covenant, Declarant may amend or modify the restrictions set forth in a Development Area Declaration as they apply to the Development Area, and pursuant to *Section 5.02* of the Development Area Declaration, the Development Area Declaration may be amended by Declarant acting alone. Declarant hereby amends and modifies certain restrictions set forth in the Development Area Declaration, **BUT ONLY** as it pertains to the Development Area described and defined herein, as follows:

9. **Owner Consent.** EPT Mesa Development West, LP, a Texas limited partnership, owns a portion of the property within the Development Area and executes this Notice to evidence its consent to the terms and provisions herein.

10. **Miscellaneous.** This Notice constitutes a Notice of Annexation under *Section 12.05* of the Covenant. Pursuant to *Section 13.03* of the Covenant, the Covenant may be amended by Declarant acting alone during the Development Period, and pursuant to *Section 5.02* of the Development Area Declaration, the Development Area Declaration may be amended by Declarant acting alone. The Development Period is still in effect. To the extent the terms and provisions of this Notice conflict with the terms and provisions of the Covenant and/or the Development Area Declaration, the terms and provisions of this Notice shall control, and this Notice shall be construed as an amendment to the Covenant and/or the Development Area Declaration, as applicable.

EXECUTED to be effective as of the date this Notice is recorded in the Official Public Records of El Paso County, Texas.

DECLARANT:

EPT MESA DEVELOPMENT, LP,
a Delaware limited partnership

By: EPT Mesa Development Management, LLC, a
Delaware limited liability company, its
General Partner

By: EPT Land Management, LLC, a Texas
limited liability company, its Manager

By: 123 Plus Management, LLC,
a Texas limited liability company,
its Manager

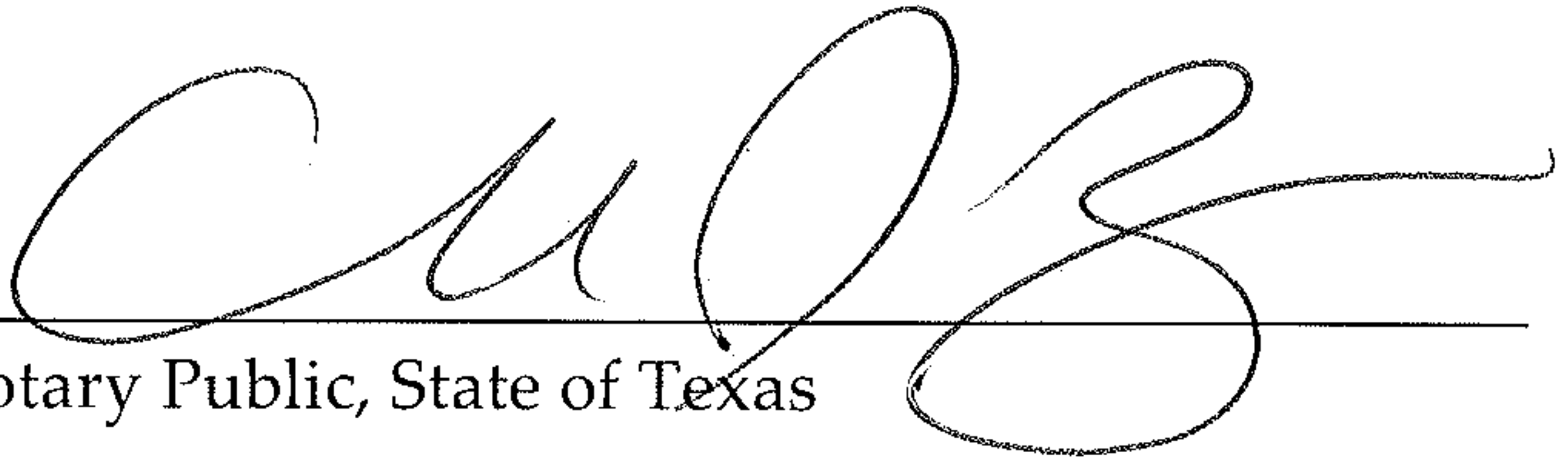
By: 

Printed Name: Richard Aguilar
Title: Manager

THE STATE OF TEXAS §

COUNTY OF EL PASO §

This instrument was acknowledged before me on this 17th day of September, 2024, by Richard Aguilar, Manager of 123 Plus Management, LLC, a Texas limited liability company, Manager of EPT Land Management, LLC, a Texas limited liability company, Manager of EPT Mesa Development Management, LLC, a Delaware limited liability company, General Partner of EPT Mesa Development, LP, a Delaware limited partnership, on behalf of said limited liability companies and limited partnership.



Notary Public, State of Texas

(seal) 

EXHIBIT "A"

DEVELOPMENT AREA

UNIT 7 TRACT:

Lots 1 through 22, Block 47, of Montecillo Unit Seven, a subdivision established pursuant to the plat thereof recorded as Document No. 20240016136, Official Public Records of El Paso County, Texas.

UNIT 8 TRACT:

Lots 1 through 16, Block 3, of Montecillo Unit Seven, a subdivision established pursuant to the plat thereof recorded as Document No. 20240016140, Official Public Records of El Paso County, Texas.

MONTECILLO

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Doc # 20240067722
#Pages 7 #NFPages 1
09/17/2024 10:27 AM
Filed & Recorded in
Official Records of
El Paso County
Delia Briones
County Clerk
Fees \$49.00

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