

**SEVENTH AMENDMENT TO
THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE VILLAGE AT WESTSIDE CROSSINGS**

This Seventh Amendment to Declaration of Covenants, Conditions and Restrictions for The Village at Westside Crossings is made on the date hereinafter set forth by EPWCV, LLC, a Texas limited liability company, hereinafter referred to as "Declarant".

WHEREAS, Declarant has previously caused to be filed that Certain Declaration of Covenants, Conditions and Restrictions For The Village At Westside Crossings hereinafter referred to as "Declaration" being recorded under Clerk's File No. 20200037948, Real Property Records of El Paso County, Texas; the First Amendment to the Declaration of Covenants, Conditions and Restrictions For The Village At Westside Crossings being recorded under Clerk's File No. 2020005 1.034, Real Property Records of El Paso County, Texas; the Second Amendment to the Declaration of Covenants, Conditions and Restrictions For The Village At Westside Crossings being recorded under Clerk's File No. 20200059252, Real Property Records of El Paso County, Texas; the Third Amendment to the Declaration of Covenants, Conditions and Restrictions For The Village At Westside Crossings being recorded under Clerk's File No. 02000100996, Real Property Records of El Paso County, Texas; the Fourth Amendment to the Declaration of Covenants, Conditions and Restrictions For The Village At Westside Crossings being recorded under Clerk's File No. 202110080872, Real Property Records of El Paso County, Texas, the Fifth Amendment to the Declaration of Covenants, Conditions and Restrictions For the Village At Westside Crossing being recorded under Clerk's File No. 20220045937, and the Sixth Amendment to the Declaration of Covenants, Conditions and Restrictions For the Village a Westside Crossing being recorded under Clerk's File No. 20220072194.

WHEREAS Declarant desires to amend the Declaration of Covenants, Conditions and Restrictions for The Village At Westside Crossings;

NOW THEREFORE, the Declarant hereby amends the Declaration of Covenants, Conditions and Restrictions for The Village At Westside Crossings as follows:

Article 8.02 Regular Annual Assessments Paragraph 1 is deleted in its entirety and replaced with the following:

Prior to the beginning of each fiscal year, the Board will estimate the expenses to be incurred by the Association during such year in performing its functions and exercising its powers under the Declaration, including, but not limited to , the cost of all management, repair and maintenance, the cost of providing street and other lighting, **and the costs of contracting for, and acquiring Owner's Digital Smart pole Platform**, the cost of administering and enforcing the covenants and restrictions contained herein, and will estimate the amount needed to maintain a reasonable provision or contingencies and an appropriate replacement reserve, and will give due consideration to any expected income and any surplus from the prior year's fund. 1 Assessments sufficient to pay such estimated net expenses will then be levied at the level of Assessments set by the Board in its sole and absolute discretion, and the Board's determination will be final and

binding so long as it is made in good faith. If the sums collected prove inadequate for any reason, including nonpayment of any Assessment, the Association may at any time, and from time to time, levy further Assessments in the same manner. All such regular Assessments will be due and payable to the Association annually on or before the first day of the month at the beginning of the fiscal year, or in such other manner as the Board may designate in its sole and absolute discretion.

Except as amended by this Seventh Amendment to the Declaration of Covenants, Conditions and Restrictions for the Village at Westside Crossings, the Declaration of Covenants, Conditions and Restrictions for the Village at Westside Crossings as amended from time to time shall continue in full force and effect under its original terms.

Terms not otherwise defined herein shall have the same meaning as in the Declaration.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Seventh Amendment to the Declaration of Covenants, Conditions and Restrictions for the Village at Westside Crossings to be effective as of the 12th day of July, 2024.

EPWCV, LLC



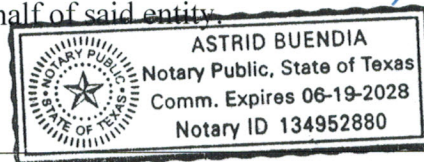
JOSE A. GONZALEZ, President

JURAT TO FOLLOW

STATE OF TEXAS

COUNTY OF EL PASO

Signed and subscribed before on this 12 day of July, 2024 by Jose A. Gonzalez, President of EPWCV on behalf of said entity.



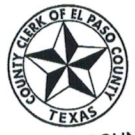
AB.

NOTARY PUBLIC STATE OF TEXAS

Doc# 20240049940
#Pages 2 #FFPages 1
7/12/2024 1:52:19 PM
Filed & Recorded in
Official Records of
El Paso County
Delia Briones
County Clerk
Fees \$29.00

SCANNED

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.



EL PASO COUNTY, TEXAS

Delia Briones

