

Reference Instrument:

*Plat of Cuatro Vientos Subdivision, Phase III,
Volume 25 , Page 131, Webb County Plat
Records*

(SPACE FOR RECORDER'S USE)

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

CUATRO VIENTOS SUR SUBDIVISION, PHASE III

THE STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WEBB

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CUATRO VIENTOS SUBDIVISION, PHASE III (this "Declaration"), is made on the date hereinafter set forth by **LAREDO FOUR WINDS, LTD.**, a Texas limited partnership ("Declarant"), for the purpose of evidencing the covenants, conditions and restrictions contained herein.

WITNESSETH:

WHEREAS, Declarant is the owner of that certain real property platted as Cuatro Vientos Subdivision, Phase III as approved by the City of Laredo (the "City") and filed of record in Volume 25 , Pages 131 , Plat Records of Webb County, Texas (the "County"), said subdivision hereinafter referred to as the "Development" or the "Subdivision", and such plat, as may be amended or further replatted, being referred to as the "Plat", all of said real property (being more specifically described on the Plat of the Development which is incorporated herein and made a part hereof for all purposes (the "Property").

NOW, THEREFORE, Declarant hereby declares that all of the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property. These easements, covenants, restrictions and conditions shall run with the Property and be binding on all parties having or acquiring any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of Declarant and each owner thereof.

ARTICLE I

ADDITIONAL DEFINITIONS

1.1 Association. "Association" shall mean and refer to the Cuatro Vientos Laredo Homeowners' Association, Inc., its successors and assigns.

1.2 **Areas of Common Responsibility.** "Areas of Common Responsibility" shall mean those areas listed below in which the Association shall maintain upkeep and repair:

- a. Any and all common areas as may be depicted on the Plat for the Development.
- b. Any and all landscaping, entry way features, signage, landscaping and monument signage, screening walls, irrigation systems, lighting and improvements located within the Development, including but not limited to the entry features and signage located within the Development and screening within the Development.
- c. Any and all landscape and drainage easements, detention ponds, right of ways, and common areas that may be depicted on the Plat to the extent same is not maintained by the City, any governmental agency or other entity.

1.3 **Declarant.** The term "Declarant" shall mean **LAREDO FOUR WINDS, LTD.**, a Texas limited partnership, and any party to whom it shall expressly assign in writing, its rights, powers, privileges and prerogatives hereunder.

1.4 **City.** "City" shall mean the City of Laredo, Texas.

1.5 **County.** "County" shall mean Webb County, Texas.

1.6 **Home.** "Home" shall mean a single-family residential unit constructed on a Lot being a part of the Property, including the parking garage utilized in connection therewith and the Lot upon which the Home is located.

1.7 **Lienholder.** "Lienholder" or "Mortgagee" shall mean the holder of a first mortgage lien, either on any Home and/or any Lot.

1.8 **Lot.** "Lot" or "Lots" shall mean and refer to a portion of the Property designated as a Lot on the Plats of the Property, excluding open space, streets, alleys and any Area of Common Responsibility. Where the context requires or indicates, the term Lot shall include the Home and all other improvements which are or will be constructed on the Lot.

1.9 **Member.** "Member" shall mean and refer to every person or entity who holds membership in the Association. The Declarant and each Owner shall be a Member in the Association.

1.10 **Owner.** "Owner" shall mean and refer to the record Owner, other than Declarant whether one or more persons or entities, of a fee simple title to any Lot and shall include any homebuilder, but shall exclude those having such interest merely as security for the performance of an obligation. However, the term "Owner" shall include any Lienholder or Mortgagee who acquires fee simple title to any Lot which is a part of the Property, through deed in lieu of foreclosure or through judicial or nonjudicial foreclosure.

ARTICLE II

PROPERTY RIGHTS

2.1 **Maintenance of Areas of Common Responsibility by the Declarant and the Association.**

Initially, the Declarant will be solely obligated to maintain and improve the Areas of Common Responsibility in a prudent manner to enhance the safety, security and overall appearance of the Development. Upon the happening of either of the events set forth in Section 3.2(b) hereunder, the Association will be solely