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When recorded, return to:  
Scott Homes  
2151 East Broadway Road, Suite 210  
Tempe, Arizona 85282  
Attn: Wayne Harris

**TRACT DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR LAGO VISTA AT BONDS RANCH  
SUBJECT TO  
DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS OF BONDS RANCH COMMUNITY**

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Texas non-profit corporation (the "Association"), with the power to administer and enforce the covenants and restrictions and to collect and disburse the assessments and charges hereinafter created.

NOW, THEREFORE, Declarant and Landowner declare that the Subdivision, and such phases or additions thereto as may hereinafter be made, is and shall be held, transferred, sold, conveyed, occupied, and enjoyed subject to the following covenants, restrictions, easements, charges and liens hereinafter set forth and shall hereafter be subject to the jurisdiction and assessments of the Association.

## ARTICLE I

### RECITALS

The Subdivision is encumbered by this Tract Declaration for the following reasons: to ensure the best and the highest use and most appropriate development of the property, to protect Lot owners against improper use of surrounding Lots; to preserve so far as practicable the natural beauty of the property; to guard against the erection of poorly designed or proportionate structures of improper or unsuitable materials; to encourage and secure the erection of attractive improvements of each Lot with appropriate locations; to secure and maintain proper setbacks from streets and adequate free space; and, in general, to provide for development of the highest quality to enhance the value of investment made by the Owners of Lots.

## ARTICLE II

### DEFINITIONS

All defined terms used in this Tract Declaration or any supplemental declaration (unless the context shall require otherwise) shall have the meanings attributed to them in the Master Declaration referenced above.

## ARTICLE III

### RESTRICTIVE COVENANTS FOR USE OF LOTS

1. Single Family Residential Purpose.
  - 1.1 All Lots in the Subdivision shall be used for Single Family Residential Use only. No business may be operated out of a residence, whether for profit or nonprofit, that has or could have, in the sole judgement of the Board of Directors of the Association, any negative effect upon adjoining Owners or the Subdivision, including without limitation any noise, visual, vehicular or pedestrian traffic

effects. No building or structure intended for or adapted to business or commercial use shall be constructed or maintained on any Lot. No hobby may be conducted on any Lot which attracts vehicular or pedestrian traffic to the Lot. No direct sales activities (excluding activities of the Declarant and Designated Builders and community activities specifically approved by the Board), flea markets, bazaars, sample sales, promotional parties or similar activities shall be conducted on any portion of the Subdivision. Garage or yard sales occurring on a repetitive or consecutive weekend/monthly basis shall be prohibited.

- 1.2 During the period of construction and initial sale of the initial residential improvements or dwelling unit on a Lot (the "Living Unit"), Declarant or the applicable Designated Builder may erect and maintain such structures as are customary in connection with such construction and sale of such property, including but not limited to waste receptacles, signs and construction trailers.
- 1.3 All temporary construction and sales structures shall be aesthetically compatible with the Subdivision development.
- 1.4 No Living Unit or other structure shall remain incomplete for more than nine (9) months after construction has commenced.
- 1.5 Living Units may be leased for a period of no less than one (1) year. All leases must be in writing. The lease of a Living Unit shall not discharge the Owner from compliance with any of the obligations and duties of the Owner under the Master Declaration or this Tract Declaration. Owner shall provide lessees with a copy of the Master Declaration, this Tract Declaration, the Articles, the Bylaws, any design guidelines (the "Design Guidelines"), and the rules and regulations of the Association. All the provisions of the Master Declaration, this Tract Declaration, the Articles, the Bylaws, the Design Guidelines and rules and regulations of the Association shall be applicable and enforceable against any Resident to the same extent as against the Owner. Any lease or rental agreement shall be deemed to be subject to the documents of the Association by reference without the necessity of specific reference to them, and they shall bind the tenant to their terms and conditions.

2. Garages. Every Living Unit shall have and maintain a garage large enough to accommodate under roof a minimum of three (3) full-sized automobiles and shall have a minimum area of 600 square feet. No garage shall be permanently enclosed for conversion to any other use. Open carports shall not be permitted, unless special design circumstances warrant their use, in which case permission must first be obtained in writing from the Committee. All garages must have garage doors constructed of metal or similar material that is harmonious in quality and color with the exterior of the Living Unit, and shall be wired with electric opening and closing devices, which devices shall at all times be kept in serviceable condition. All garage doors shall be closed when not in use. Any detached garage must conform to the same structural materials guidelines as the Living Unit, as well as the garage guidelines set forth above. In

addition to the restrictions contained in the Master Declaration, repairs or maintenance to any vehicle is not permitted outside of the garage or visible from the street, and vehicles shall not be parked on any non-paved portion of any front yard portion of a Lot.

3. **Accessory Buildings.** Every accessory building and/or structure (an "Accessory Structure"), inclusive of such structures used as a storage building, gazebo, spa, greenhouse, children's playhouse, wall or fence, shall be compatible with the Living Unit to which it is appurtenant in terms of its design and material composition. Construction of all such Accessory Structures shall be subject to the prior approval of the Committee in accordance with any rules adopted by the Committee. In no instance shall an Accessory Structure exceed one (1) story in height nor shall the total floor area of an Accessory Structure exceed ten percent (10%), individually or in the aggregate, of the floor area of the Living Unit to which it is appurtenant.

4. **Building Materials.**

- 4.1 At least eighty percent (80%) of the exterior walls of all Living Units shall be constructed with masonry. Chimneys must be architecturally enhanced and upon Committee approval, be constructed of not less than eighty percent (80%) masonry as prescribed by the Design Guidelines. The minimum masonry percentage shall apply to the aggregate area of all exterior walls, including chimneys, but excluding doors, windows and similar openings. Masonry includes brick, brick veneer, stucco, stone, stone veneer and rock. Masonry does not include cementitious boards or siding. If so prescribed by the Committee, no more than the prescribed amount of the slab of the Living Unit shall be exposed above finished grade as viewed from any street, right-of-way or Common Area.
- 4.2 Roofing shall be either slate, tile, light-weight concrete, metal or dimensional composition shingles having no less than a twenty-five (25) year warranty, shall be a color approved by the Committee, shall have a minimum pitch of 6/12, not to exceed 12/12 pitch, and shall be a minimum of 240 composition. All roofs with a 6/12 pitch must be composed of tile. Variations in roof materials, color, pitch or composition shall require prior approval of the Committee.
- 4.3 All fireplace flues and smokestacks shall be enclosed and concealed from public view in finished chimneys or materials that the Committee determines to be architecturally compatible with the finish material of the exterior walls of the dwelling or as otherwise approved by the Committee. Fireplace flues for direct vent gas fireplaces shall not require enclosure.
- 4.4 When a Living Unit is constructed, a brick, stone or other masonry mailbox shall be erected that is consistent with the architecture of the Living Unit in accordance with the plans approved by the Committee. Mailboxes shall be constructed of materials and shall be of a design approved by the Committee.

5. **Height Restriction**. The heights of all buildings and other structures on a Lot shall be limited as described below. Building heights shall be determined based on the building plans and contours as shown on the site plan submitted with the application for a building permit. The applicant shall be responsible for compliance with the height requirements of this Section 5 and verification of the field accuracy of contour data. All buildings or structures erected, altered or placed on, within or in a Lot shall comply with the following guidelines:

- 5.1 The height of a building or structure, exclusive of chimneys, antennas, steeples, posts and masonry piers supporting decks or patios, and flagpoles, shall be established from an imaginary plane that parallels the existing natural terrain, and the maximum height shall be no more than thirty (30) feet measured vertically from any point outside of the building or structure where the face of the building or structure intersects natural grade, except as provided in Section 5.4.
- 5.2 Small areas of rugged terrain inconsistent with this plane shall not increase or reduce building height. Small areas are those features with a maximum width of twenty-five (25) feet.
- 5.3 The maximum overall height of a building or structure shall not exceed forty (40) feet measured vertically from the highest parapet or roof ridge to natural grade or finish grade at the lowest point adjacent to the building exterior, whichever yields the greatest height. For the purposes of calculating building height, the minimum distance between separate buildings shall be ten (10) feet.
- 5.4 Exceptions to the overall building heights described in Section 5.1 include:
  - a. Circumstances where alternate standards are applied to a building or structure if and to the extent provided by the Committee;
  - b. The height of that portion of the residential buildings or structures whose finish floor is located higher than the adjoining road surface to be constructed within ten (10) feet of the applicable front or side street side set-back line shall not exceed fifteen (15) feet measured vertically from the highest parapet or roof ridge to natural grade at any point along the road; and
  - c. A gable or hip roof with a minimum pitch of 3.5:12 may extend above the twenty-two (22) foot maximum building height established in Section 5.1 up to a maximum of five (5) feet.
- 5.5 For the purposes of calculating the mass height of a building or structure, slope shall be calculated from the highest point of the building footprint at natural grade to the lowest point of the building at natural grade along a line, that is as close as possible, perpendicular to existing contours.

6. **Minimum Floor Space.** All one-level or multi-level Living Units must contain a minimum square footage of two thousand (2000) square feet of livable area, exclusive of open or screened porches, terraces, patios, driveways, carports, garages and living quarters for domestic servants separated or detached from the primary living area, as may be specified and clarified in the Design Guidelines.

7. **Setbacks.**

- 7.1 All buildings and structures must be constructed, placed and maintained in conformity with platted setback lines and as required by city or county ordinances.
- 7.2 No Living Unit shall be located on any Lot nearer than fifty feet (50') to, nor further than seventy feet (70') from, the front property line of the Lot.
- 7.3 Sideyard setbacks shall be a minimum of fifteen feet (15') from the side property lines of each Lot, and on a corner Lot the street side setback shall be not less than twenty feet (20') from the side property line adjoining the street. The rear setback shall be a minimum of twenty-five (25) feet.
- 7.4 The Committee may establish additional setback lines for other structures and specific Lots.

8. **Fences.**

- 8.1 No fence or wall (including but not limited to perimeter fences as well as interior screen fences) shall be built or maintained on any Lot forward of the front wall line, nor any hedge planted or maintained forward of the front setback line, of the main structure, not including decorative walls or fences which are part of the architectural design of the main structure, and which are not to be built or maintained nearer than the building setback line of any Lot, unless otherwise approved in writing by the Committee. All such fences and walls shall be constructed in compliance with the Fence Guidelines described on Exhibit "B" attached hereto and incorporated herein by reference. All fences or walls located on an Owner's Lot shall be maintained at the Owner's expense. If a fence or wall remains unrepaired five (5) days after written notice thereof, the Association may repair the same at the Owner's expense.
- 8.2 Any non-perimeter, decorative fence, walls or hedge in the front of a Lot shall require prior Committee approval and shall not exceed three feet (3') in height. Side or rear yard fences shall not exceed eight feet (8') in height if they are designated by the Committee as a subdivision perimeter wall or theme wall. All other side or rear fences shall not exceed six (6') feet in height and must be constructed compatible with the terrain of the individual Lot.

- 8.3 The Committee is empowered to grant variances to the composition requirements for fences provided in Exhibit B and the aforesaid height or setback limitations in connection with retaining walls.
- 8.4 No fence, wall or hedge or shrub planting which obstructs sight lines at elevations between three (3') and six (6') feet above the roadway shall be placed or permitted to remain on any corner Lot within the triangular area as formed by the street right-of-way lines and a line connecting them at points ten feet (10') from the intersection of the street right-of-way lines, or in the case of a rounded property corner, from the intersection of the street right-of-way lines as extended. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.
- 8.5 Permanent fencing may be erected at the Owner's risk within any utility easements, including permanent transformer and metering locations, subject to the right of the holder of such easement to demand removal of such fencing at Owner's expense as deemed necessary by such easement holder, and further subject to any placement restrictions as established in Exhibit B. Fences erected across any rear utility easement shall contain a forty-two inch (42") wide gate or removable section, which will be kept unlocked for access by Tri-County Electric Cooperative, Inc. or such other applicable utility company.

9. Driveways.

- 9.1 Driveways on each residential Lot must be constructed of concrete or a similar substance, provided asphalt or another solid surface may be approved by the Committee. All other materials and finishes are prohibited. Each driveway shall be a minimum width of twelve (12') feet and must accommodate three (3) vehicles in front of the garage for off-street parking requirements.
- 9.2 Each driveway turnout shall be constructed in such manner as to provide an attractive transitional radius from the curb and gutter into the driveway entrance and shall prevent escape of drainage water from the street onto any Lots. All sidewalks shall conform to city and/or county ordinances and, if Declarant deems it to be applicable, FHA and VA specifications.
- 9.2 The Committee shall approve any and all culvert pipes at driveways.

10. Environmental Maintenance.

- 10.1 All improved yards and lawns shall be kept neat and well maintained and all grass and vegetation on each Lot shall be kept mowed at regular intervals. Weeds shall be removed regularly. Trees, shrubs, vines and plants that die shall be promptly removed from each Lot and replacements of equal quality or value promptly



installed. Lawns must be properly maintained (not to exceed six inches [6"] in height), fences must be repaired and maintained, and no objectionable or unsightly usage of Lots will be permitted which is visible to public view. Building materials shall not be stored on any Lot without Association approval, and any excess materials not needed for construction and any building refuse shall promptly be removed from each Lot.

- 10.2 Until a Living Unit is built on a Lot, Declarant or the Association may, at its option, have the grass, weeds and vegetation cut and/or removed when and as often as the same is necessary in its judgement, and have dead trees, shrubs and plants removed therefrom. Declarant, Developer or the Association may also, at its option, remove any excess building materials or building refuse situated on a Lot in violation of this covenant. The Owner (including any Designated Builder) of any Lot shall be obligated to reimburse Declarant, Developer or the Association for the cost of such maintenance or removal upon demand.
- 10.3 Each Lot shall comply with the following landscaping requirements:
- a. Three (3) 3" caliper shade trees required for front yard, must be located within 100' of street edge;
  - b. 50% of the foundation, minus the driveway, must be screened, minimum 5 gallon shrubs, 24" O.C.;
  - c. Solid sod lawn, 100' minimum to road edge or to building front, whichever is greater;
  - d. Maximum allowable screening of 50% of the fence length at side-yards;
  - e. Two (2) 3" caliper shade trees required for backyard;
  - f. 100% coverage of hydromulch lawn inside fence line and property boundaries;
  - g. 6" iron fence along front, minimum of 10' from building front or 100' from street edge, whichever is greater;
  - h. 6' height iron fence, to match fence provided by developers along greenbelt;
- 10.4 Each Lot on which a Living Unit is constructed shall have an underground water sprinkler system that covers all areas visible from the street for the purpose of providing sufficient water to preserve and maintain the landscaping in a healthy and attractive condition.
- 10.5 The Association may require any Owner to remove or eliminate any trash object or debris situated on a Living Unit or Lot that is visible from any Common Area or from any other Lot, if, in the Board's sole judgement, the same detracts from the visual attractiveness of the Subdivision. The Association and its agents,

during normal business hours, shall have the right (after ten [10] days prior written notice to the Owner of any Lot involved, setting forth the specific violation or breach of covenant and the action required to be taken, and if at the end of such time reasonable steps to accomplish such action have not been taken by the Owner) to enter on the subject premises without any liability whatsoever for damages for wrongful entry, trespass or otherwise to any person or entity, and to take the action(s) specified in the notice to remedy or abate said violation(s) or breach(s). The cost of such remedy or abatement shall be paid by such Owner to the Association upon demand, and if not paid within thirty (30) days thereof, shall become a lien upon the Lot affected. The Association and its agents shall further have the right (upon like notice, authority and conditions), at the expense of the Owner in each and every instance, to (1) mow, trim or otherwise control any grass, weeds or other unsightly growth (as often as necessary to contain such growth) and (2) trim or prune any hedge, tree or any other planting that by reason of its location on the Lot, the height or the manner in which it is permitted to grow, is detrimental to the adjoining Lots, potentially dangerous or unattractive in appearance. The lien provided under this section shall constitute a lien retained against the Lot with the same force and effect as the Lien for assessments set forth in the Master Declaration.

11. Vehicles.

- 11.1 No trailer, motor home, tent, boat, marine craft, hovercraft, aircraft, recreational vehicle, camper body, travel trailer, truck larger than a one (1) ton (rated) pick-up (except those used by a Designated Builder during the construction of improvements), or wrecked, junked, or inoperable vehicle shall be kept, parked, stored or maintained on any portion of the front yard area of a Lot nor shall be kept, parked, stored or maintained on other portions of the Lot, unless in an enclosed structure or in a screened area which prevents the view thereof from any Lots or dwelling and streets. No stripped down, wrecked, junked or inoperable trailers, boats, recreational vehicles or motor vehicles shall be kept, parked, stored or maintained on any Lot. No dismantling or assembling of a motor vehicle, boat, trailer, any truck or any other machinery or equipment shall be permitted in any driveway or yard adjacent to a street. The Committee shall have the absolute authority to determine from time to time whether a vehicle and/or accessory is operable and adequately screened from public view. Upon an adverse determination by the Committee, the vehicle and/or accessory shall be removed and/or otherwise brought into compliance with this paragraph.
- 11.2 No vehicles, trailers, implements, or apparatus may be driven or parked on any easement. No commercial vehicle bearing commercial insignia or names shall be parked on any Lot except within an enclosed structure or a screened area which prevents such view thereof from adjacent Lots and streets, unless such vehicle is temporarily parked for the purpose of serving such Lot. No vehicles of any description may be parked overnight on any street within the Subdivision. No

commercial vehicle of any size, which transports inflammatory or explosive cargo, may be kept in the Subdivision at any time.

12. **Offensive Activities.**

12.1 No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the Owners, Residents or the Subdivision.

12.2 No Owner or occupant shall perform any work that will impair the structural soundness or integrity of another Living Unit or impair any easement or hereditament, nor do any act or allow any condition to exist which will adversely affect the other Living Units or their Owners or Residents.

12.3 No exterior lighting of any sort shall be installed or maintained on a Lot where the light source is offensive or a nuisance to Owners or Lots (reasonable security, landscape, or tennis court lighting is permitted with the approval of the Committee).

12.4 No excessively loud exterior speakers, horns, whistles, bells, or other sound devices (except security devices such as entry door and patio intercoms used exclusively to protect the Lot and improvements situated thereon) shall be placed or used upon any Lot.

13. **Garbage and Refuse Disposal.** No Lot shall be used or maintained as a dumping site for rubbish. Trash, garbage and other waste shall be kept in sanitary containers, whether arranged for alley pickup or street pickup. No trash, ashes or other refuse may be thrown or dumped on a vacant Lot, park, street, right-of-way, or drainage area in the Subdivision. No cans, bags, containers or receptacles for the storing or disposal of trash, garbage, refuse, rubble, or debris shall be stored, kept, placed or maintained on any Lot where visible from any street except solely on a day designated for removal of garbage and rubbish, and on which days only such cans, bags, containers, and receptacles may be placed in front of a residence and beside a street for removal but shall be removed from view before the following day.

14. **Pets.**

14.1 No animals, livestock, poultry, exotic or dangerous pets of any type (e.g., pit bulls, poisonous snakes, ferrets) that may pose a safety or health threat to the community shall be raised, bred or kept on any Lot except for cats, dogs or other generally recognized household pets of a reasonable number and disposition, provided that they are not kept or maintained for any commercial purposes. Any pet which endangers the health of any Owner or occupant of a Lot or which creates a nuisance or an unreasonable disturbance or is not a common household pet, as may be determined by the Board, must be permanently removed from the

Subdivision upon seven (7) days' written notice by the Board. No pets shall be permitted to reside in the Common Area.

14.2 All such animals shall be kept in strict accordance with all local laws and ordinances (including leash laws), and in accordance with all rules established by the Association. It shall be the responsibility of the owners of such animals to prevent the animals from running loose or becoming a nuisance to the other Residents, and such owners shall be responsible for all acts of such animals.

15. **Microwave, Radio, TV Antenna and Solar Collectors.**

15.1 No microwave dishes, radio, citizen band or otherwise, or television aerial wires or antennas shall be maintained on any portion of any Lot, or in the Common Area, except direct broadcast satellite (DBS) antennae less than one meter in diameter, multichannel multipoint distribution system (MMDS) antennae less than one meter in diameter, or equipment expressly permitted by the Committee. Any permitted equipment or apparatus, if erected, must be erected and maintained in such a way that it is screened from the street and other Owners' view.

15.2 As set forth in this Section 15, all restrictions and all matters requiring the express approval of the Committee shall be subject to compliance with the rules of the Federal Communications Commission and other applicable laws.

16. **Air-Conditioning Equipment.** No window, roof or wall type air-conditioner that is visible from any street shall be used, placed or maintained on or in any Living Unit. No air-conditioning apparatus shall be installed on the ground in front of a Living Unit.

17. **Athletic Facilities.** Basketball goals, or backboards, or any other similar sporting equipment of either a permanent or temporary nature, shall not be placed on the front of any Lot or the side Lot lines of corner Lots in the Subdivision without the prior written consent of the Committee. All recreational equipment is subject to the Design Guidelines.

## **ARTICLE IV**


### **NEIGHBORHOOD ASSESSMENTS**

In accordance with the provisions of Section 7.5 of the Master Declaration, costs associated with the maintenance, repair and replacement of the following features, characteristics or services, in addition to any such additional costs determined to be applicable pursuant to such Section 7.5, shall be deemed to require a Neighborhood Assessment: All recreational facilities, gates, private streets, and other neighborhood facilities and amenities that will be used by one neighborhood to the exclusion of the others.

IN WITNESS WHEREOF, the parties hereto have duly executed this Tract Declaration as of the date first above written. 6/15/01. *This is effective date of this Tract Declaration.*

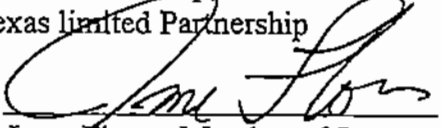
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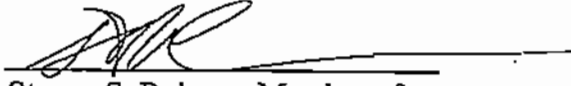
Bonds Ranch Investors, Ltd.,  
a Texas limited partnership

By:   
Steven Robson, Manager and Sole Member  
of E.L. Property Investors, LLC, a  
Texas limited liability company and  
the General Partner of Bonds Ranch  
Investors, Ltd.

DECLARANT:

Scott Communities Developers  
Limited Partnership,  
a Texas limited Partnership

By:   
Jesse Flores, Member of Scott  
Communities, L.L.C., a Texas  
limited liability company and  
General Partner of Scott  
Communities Developers  
Limited Partnership

By:   
Steven S. Robson, Member of  
Scott Communities, L.L.C., a  
Texas limited liability company  
And General Partner of Scott  
Communities Developers  
Limited Partnership

