

**DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS**

**AFFECTING LAS MARIPOSAS TOWNHOUSES  
(CENTRE VILLA TOWNHOUSES)**

847490

Preamble

Deed 12/28/99 1922887

\$245.00

This Declaration of Covenants, Conditions, and Restrictions (hereinafter referred to as the "Declaration") is made on December 7, 1999 at Garland, Dallas County, Texas by the Board of Directors of Las Mariposas Townhouse Homeowners Association, Inc., a Texas non-profit corporation and the Owners of a majority of the present Owners of the lots located in CENTRE VILLA, an Addition to the City of Garland, Texas, according to the Plat recorded in Volume 71156, Page 2838 of the Deed Records of Dallas County, Texas (collectively referred to as "Declarant").

**Recitals**

1. Declarant is the Owner a majority of the Lots in a subdivision of certain real property located in Dallas County, Texas, described as follows:

CENTRE VILLA, an Addition to the City of Garland, Texas, according to the Plat thereof recorded in Volume 71156, Page 2838 of the Deed Records of Dallas County, Texas, which Addition is more specifically described in Exhibit "A", attached hereto and made a part hereof for all purposes.

2. The real property upon which the covenants, conditions, and restrictions set forth herein is to be imposed is comprised of all of the Lots and common properties located and contained in the CENTRE VILLA Addition, as more particularly described in Exhibit "A". The specific lot and block numbers of the property upon which these covenants, conditions, and restrictions are to be imposed are described in Exhibit "B", attached hereto and made a part hereof for all purposes. All of said real property is hereinafter collectively referred to as the

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"Property".

3. The Property located in the Centre Villa subdivision is now commonly known to as "Las Mariposas Townhouses".

4. The Property is currently subject to covenants and conditions contained in "Deed Restrictions" which appear of record in the office of the Dallas County Clerk, and which are recorded in Volume 7110, Page 1926, Real Property Records of Dallas County, Texas. These Deed Restrictions provide that the covenants and conditions set forth therein shall run with the Property until January 1, 2000, after which time they shall automatically be extended for successive periods of ten (10) years each, unless an instrument signed by a majority of the then Owners of the Lots has been recorded, agreeing to change such covenants in whole or in part.

5. A majority of the current Owners of the Lots located in the Property have agreed to change the existing covenants in whole and have affixed their signatures hereto to evidence their agreement to the replacement of said Deed Restrictions with the covenants, conditions, and restrictions set forth in this Declaration.

6. The Declarant has devised a general plan for the entire Property as whole that provides a common scheme of development, upkeep, ownership, and maintenance designed to protect and safeguard the Property over a long period. This general plan as set forth in this Declaration benefits the Property in general, the parcels and Lots that constitute the Property, the Declarant, and each successive Owner of an interest in the Property.

7. Therefore, in accordance with both the doctrines of restrictive covenant and implied equitable servitude, the Declarant desires to restrict the Property according to these covenants, conditions, and restrictions in furtherance of this general development and maintenance plan.

NOW, THEREFORE, it is declared that all of the Property shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions.

## ARTICLE I

### Definitions

#### *Lot*

1.01. "Lot" means any of the plots of land shown on the plat and subdivision map recorded in Volume 71156, at Page 2838 of the real property records of Dallas County, Texas (the "Map"), on which there is or will ever be built a single family dwelling. The term "Lot" does not include the Common Area.

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*Owner*

1.02. "Owner" means the record Owner or Owners of the fee simple title to any Lot or portion of a Lot in the Property on which there is or will be built a single family dwelling. "Owner" includes contract sellers but excludes persons having only a security interest.

*Common Area*

1.03. "Common Area" means the entire Property except the Lots, subject to all easements and rights described in this Declaration.

*Association*

1.04. "Association" means the Las Mariposas Townhouse Homeowners Association, Inc., a Texas non-profit corporation, consisting of all Owners, which shall have the duty of maintaining, operating, and managing the Common Area as well as any other areas as provided in this Declaration. Each Owner shall become a member of the Association contemporaneously with acquiring a Lot, without any further documentation of any kind.

*Board*

1.05. "Board" means the Board of Directors of the Association.

**ARTICLE II**

**Use Restrictions**

*Residential Use Only*

2.01. All Lots shall be used for single-family residential purposes only. Single family use consists of use as a dwelling by one person, by two or more natural persons who are related by marriage or kinship, or by not more than three natural persons who are not related by marriage or kinship.

No Lot shall at any time be subdivided into a smaller lot and all improvements located thereon shall be used for single-family residential purposes.

No professional, business, or commercial activity to which the general public is invited shall be conducted on any Lot. No lodging house, rooming house, or multiple-family dwelling, shall be erected, placed, permitted or maintained on any Lot, or on any part thereof.

### *Prohibited Residential Uses*

2.02. No structure of a temporary character, mobile home, motor home, trailer, including boat trailer, tent, shack, or other outbuilding or accessory structure shall be used on any Lot at any time as a residence, either temporarily or permanently.

### *Use of Common Areas*

2.03. All Owners of Lots whose assessments are current shall have the right to use and enjoy all of the Common Areas. Recreational activities on Common Areas shall be restricted to those areas designated by the Board of Directors of the Association.

### *Quiet Enjoyment*

2.04. No Owner, his family, lessee, guest, invitee, licensee or pet shall make or permit to be made any disturbing noises, nor do or permit to be done anything by such persons or pets that will interfere with the rights of any other Owner to the peaceful enjoyment of his property. No Owner, his family, lessee, invitee, or guest shall play or operate a television, radio, stereo, or sound amplifier in a residence in such a manner as to disturb or annoy neighbors.

### *Noxious or Offensive Activities Prohibited*

2.05. No noxious or offensive activity shall be conducted on any Lot that may be or may become an annoyance or nuisance to the neighborhood.

### *Rubbish, Trash and Garbage*

2.06. No Lot shall be used in whole or in part for the storage of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause such Lot to appear in an unclean or untidy condition or that will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace, quiet, comfort, or serenity of the occupants of the surrounding property. No weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon the Lot, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. No Lot shall be used or maintained as a dumping ground for rubbish or trash. All garbage and other waste shall be kept in sanitary containers. There shall be no burning or incineration of trash, garbage, leaves, brush, or other debris. Trash receptacles will be housed and screened as specified by the Board of Directors of the Association.

### *Animals*

2.07. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot at any time, except that a reasonable number of dogs, cats or other household pets may be kept provided they are not maintained, bred, or kept for any commercial purpose, and provided

they do not create a nuisance. Pets must be kept on a leash or carried at all times while in the Common Area. Any resident who fails to maintain any exterior area soiled by his pet shall be subject to the levy of a reasonable fine by the Association.

#### *Trucks, Buses, and Trailers*

2.08. No truck or bus (except a passenger truck or van) or trailer shall be left parked in the street in front of any Lot, except for construction and repair equipment while a residence is being repaired in the immediate vicinity. No truck or bus (except a passenger truck or van) or boat or trailer shall be parked on the driveway or any portion of the Lot in such manner as to be visible from the street. Unattended vehicles parked on the street may be towed by the Association following the passage of three (3) business days. Unregistered vehicles may be removed by the Association at any time. No Owner, his family, lessee, guest, invitee, or licensee shall repair or cause to be repaired any motor vehicle in the street in front of any Lot.

All parking spaces shall be used exclusively for the parking of passenger automobiles and light duty trucks not to exceed one (1) ton.

#### *Motors Boats and Other Watercraft*

2.09. No motor boat, house boat or other similar water-borne vehicle may be maintained, stored, or kept on any Lot or any other parcel of property covered by these covenants.

#### *Signs*

2.10. No sign of any kind shall be displayed to the public view on or from any part of any Lot, except one (1) sign, temporarily used by any Owner, of not more than five square feet, advertising the Lot for sale or rent. All such signs shall be placed parallel with and adjacent to the front of the home, not to exceed ten feet from the front of the building.

#### *Sight Distance at Intersections*

2.11 No fence, wall, hedge or shrub planting that obstructs sight lines at elevations between two and six feet above the roadway shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty feet 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 property lines extended. The same sight-line limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of intersections unless the foliage line is maintained to meet the sight line requirements set forth above.

### *Miscellaneous Restrictions*

2.12. No awning, canopy, shutter, radio antenna or aerial or other projection shall be attached to or placed on the outside wall, or roofs of any residence without the prior written consent of the Architectural Control Committee. No basketball goal or net shall be installed on any property except the Common Area at the direction of the Board of Directors.

2.13. No linens, cloths, clothing, rugs, mops, or laundry of any kind or other articles shall be shaken or hung from any of the windows, doors or patios.

2.14. Patios shall not be used for storage or any items except furniture and accessories that are customary and normal to its use.

2.15. No Owner, his family, lessee, guest, or licensee shall throw or cause to fall any item from windows, doors, roofs, or patios.

2.16. No yard, garage, or other types of sales shall be permitted in the front yard of any Lot.

2.17. No motorcycles, bicycles, riding toys, or other similar items shall be left in the front yard of any Lot for any more than a temporary period (e.g., a few hours).

## ARTICLE III

### Maintenance

#### *Owners' Responsibility for Maintenance and Repairs of Lots and Improvements*

3.01. Except for the portions of each Lot and the Properties which the Association is required to maintain or repair, each Owner shall, at his sole cost and expense, maintain and repair his Lot and the improvements situated thereon, keeping the same in good condition and repair. In the event that any Owner shall fail to maintain and repair his Lot and such improvements thereon as required by these covenants, conditions, and restrictions, the Association, in addition to all other remedies, shall have the right, through its agents and employees, to enter upon the property and to repair, maintain, and restore the Lot and the exterior of the buildings and other improvements situated thereon; and each Owner shall pay to the Association the cost thereof immediately upon demand, and the failure of any such Owner to pay the same shall carry with it the same consequences as the failure to pay assessments provided by this Declaration..

#### *Association's Responsibility for Maintenance and Repairs of Lots and Improvements; Assessments*

3.02. The Las Mariposas Townhouse Homeowners Association, Inc. shall have the rights, subject to further action of the Owners, directors and officers of the Association, to assess

each Owner of a Lot the sum of \$52.00 per month for each Lot owned, which assessment is to be used by the Association for the caring and maintaining all of the Common Areas and recreational facilities, and for caring for the front yards of each residence, as well as the exterior of such residence or dwelling unit, including without limitation the replacement of deteriorated materials and the painting of exterior walls. All exteriors shall be repainted and maintained in the same color as existing at the time of the recording of these covenants, conditions, and restrictions, unless a change in the existing color has been approved by the Board of Directors (or any architectural committee appointed by the Board of Directors) of the Association. Any additions or other changes also have to be approved by such Board of Directors (or any architectural committee appointed by the Board of Directors) of the Association.

#### *Party Walls*

3.03. Each and every party wall which may be built or erected on the premises described in the attached Exhibit "A" as a part of the original construction of the homes upon the properties and placed upon the dividing line between the properties shall constitute a party wall; and to the extent not inconsistent with the provisions of this article, the general rules of law regarding party walls and of liability for property damage due to negligence or willful act or omission shall apply thereto; provided further, however, nothing in this section shall be construed as approval of construction of any party wall or structure in derogation of or inconsistent with the ordinances, rules, and regulations of the City of Garland.

#### *Restoration of Destroyed Improvements*

3.04. Should any of the improvements on any of the Lots subject to these covenants and restrictions be destroyed by fire, the Owner of the Lot agrees to restore at his own cost the property to the same condition as were the premises so destroyed and shall be subject to the same architectural control as if it were an original construction or restoration.

#### *Damage to Common Areas*

3.05. All damage to any Common Area caused by any Owner, his lessee, guest, invitee, licensee, or pet shall be the financial responsibility of the Owner and he shall promptly reimburse the Association for the cost of repair or replacement of such item that is damaged. In the event an Owner fails or refuses to so reimburse the Association, the Association shall have the right to make such repair or replacement and charge the same to the assessment account of such Owner and such amount shall be a lien against the Owner's property until it is paid.

#### *Maintenance of Security Devices*

3.06. Maintenance of any burglar bars or other similar security devices installed on the doors and/or windows of an Owner's residence shall be the responsibility of that Owner. The Owner of any residence on which any burglar bars or other similar security devices have been installed shall ensure that said devices remain closed and operable at all times.

### *Maintenance of Roof and Gutters*

3.07. Maintenance of roofs and gutters of an Owner's residence shall be the responsibility of that Owner.

## ARTICLE IV

### Homeowners' Association

#### *Automatic Membership*

4.01. The Owners shall constitute the Association. Each Owner of a Lot shall automatically be a member of the Association. Association membership shall be appurtenant to ownership of a Lot. Ownership of a Lot is the sole criterion for membership in the Association.

All Owners, their successors and assigns of all Lots set out and described in the attached Exhibit "B", shall automatically become members of the Las Mariposas Townhouse Homeowners Association, Inc. upon acquisition of legal title to any Lot, and shall be liable for the payment of any and all charges and assessments made by such Association, and insofar as the purpose of the Association is concerned, shall be bound by the lawful acts of the officers, directors, and members thereof. Each and every Owner of Lots included in the property set out and described in the attached Exhibit "B" shall be bound by the By-Laws of the Association, and the reasonable rules and regulations promulgated by the officers and directors thereof.

Only those Owners whose assessments have been paid in full shall be eligible to vote at the annual Owners' meeting.

#### *Transfer of Membership*

4.02. Association membership can be transferred to the grantee of a conveyance of a Lot in fee. Membership shall not be assigned, pledged, or transferred in any other way. Any attempt to make a prohibited transfer shall be void.

#### *Changes to Association's Bylaws*

4.03. Any and all changes in the By-Laws of the Association shall be made only by a vote of a majority of the members constituting a quorum at any duly called meeting of Lot Owners, except that any increases in annual assessments shall require the approval of eighty percent (80%) of Lot Owners constituting a quorum.

#### *Payment of Assessments*

4.04. Any and all assessments shall be paid when due on or before the first day of each

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calendar month. If any assessment is not paid within thirty (30) days thereafter, such assessment shall be subject to a late charge of \$10.00 per month of delinquency and shall earn interest from the date of delinquency at the rate of ten percent (10%) per annum, and the Association shall have the right to bring an action at law against the Owner or Owners personally obligated to pay such assessment. Any Owner agrees to pay the cost of such legal action, including without limitation a reasonable attorney's fee in addition thereto. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or an attempted abandonment of his Lot. To secure payment for such assessment, interest, costs, and attorney's fees, each Owner of a Lot by accepting title to any Lot herein and set out in the attached Exhibit "B" agrees that the Association shall have a lien to secure same; PROVIDED, however, that such lien for assessments, costs, interest, and attorneys' fees shall be second and inferior to a purchase money lien existing thereon at the time of the accrual of the cause of action in the Association.

#### *Management of Association*

4.05. The Association is incorporated as a nonprofit corporation. The Association shall be managed by the Board pursuant to the procedures set forth in the Association's Articles of Incorporation and Bylaws, subject to this Declaration.

#### *Membership Voting, Elections, and Meetings*

4.06. Each Owner shall have one vote. There shall be at least one meeting of the membership each year. At that meeting, the Owners shall elect a Board consisting of five (5) directors, vote on any other matters the Board chooses to place before the membership, and discuss any matter of Association business that the Board or any Owner wishes to bring before the entire membership.

#### *Duties and Powers of Board*

- 4.07. Through the Board, the Association shall have the following powers and duties:
- (a) To adopt rules and regulations to implement this Declaration and the Association's Bylaws.
  - (b) To enforce this Declaration, the Bylaws, its rules and regulations.
  - (c) To elect officers of the Board and select members of any Architectural Control Committee as may be needed from time to time.
  - (d) To delegate its powers to committees, officers, or employees.
  - (e) To prepare a balance sheet and operating income statement for the Association and deliver a report to the membership at its annual meeting.

- (f) To establish and collect regular assessments to defray expenses attributable to the Association's duties, to be levied against each Owner.
- (g) To file liens against unit Owners because of nonpayment of assessments duly levied and to foreclose on those liens.
- (h) To receive complaints regarding violations of this Declaration, the bylaws, or the rules and regulations.
- (i) To hold hearings to determine whether to discipline Owners who violate this Declaration, the bylaws, or the rules and regulations.
- (j) To give reasonable notice to all Owners of all annual meetings of the membership and all discipline hearings as may be required.
- (k) To hold regular meetings of the Board at least quarterly.
- (l) To manage and maintain all of the Common Areas in a state of high quality and in good repair.
- (m) To pay taxes and assessments that are or could become a lien on the Common Area.

## ARTICLE V

### Right of First Refusal

The Association shall have the right of first refusal on the sale of any Lot by any Owner at the same price and upon the same terms and conditions as those which appear in a good faith written offer to purchase, or a proposed written agreement to rent or lease, and the directors of the Association shall have the right to prescribe reasonable rules and regulations for the exercise of such right of first refusal. Such right of first refusal shall not apply to bona fide gifts of a Lot to a spouse or other member of the family of the Owner of the Lot, or to transfers of or succession to such Lot by Will or as the result of intestacy. However, such right of first refusal shall apply to such Lots in the hands of any successor to the title.

## ARTICLE SIX

### General Provisions

#### *Enforcement*

6.01. The Association or any Owner shall have the right to enforce, by any proceeding

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at law or in equity, all covenants, restrictions, conditions, imposed by this Declaration. Failure to enforce any covenant or restriction shall not be deemed a waiver of the right of enforcement either with respect to the violation in question or any other violation. All waivers must be in writing and signed by the party to be bound. The rights set out and contained in this Declaration shall inure to the benefit of and are owned by the Association.

#### *Severability*

6.02. Should any condition or provision or restriction hereof be held invalid by any final order or judgment by a court of competent jurisdiction, such order or judgment shall in no wise affect the validity of the other provisions hereof which shall remain in full force and effect.

#### *Covenants Running With the Land*

6.03. These restrictions, covenants, and conditions are for the purpose of protecting the value and desirability of the Property. Consequently, they shall run with the real property and shall be binding on all parties having any right, title, or interest in the Property in whole or in part, and their heirs, successors, and assigns. These easements, covenants, conditions, and restrictions shall be for the benefit of the Property, each Lot, and each Lot Owner.

#### *Duration and Amendment*

6.04. The covenants, conditions, and restrictions of this Declaration shall be effective for a term of 20 years from the date this Declaration is recorded, after which period the covenants, conditions, and restrictions shall be automatically extended for successive periods of 10 years subject to termination by an instrument signed by more than fifty percent (50%) of the Owners. The covenants, conditions, and restrictions of this Declaration may be amended by an instrument signed by more than seventy-five percent (75%) of the Owners. Neither any amendment nor any termination shall be effective until recorded in the deed records of Dallas County, Texas, and all requisite governmental approvals, if any, have been obtained.

#### *Attorney's Fees*

7.06. If any controversy, claim, or dispute arises relating to this instrument, its breach, or enforcement, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorneys' fees, and costs.

#### *Liberal Interpretation*

7.07. This Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the Property.

WITNESS OUR HAND this 7th day of December, 1999.

LAS MARIPOSAS TOWNHOUSE  
HOMEOWNERS ASSOCIATION, INC.

By: \_\_\_\_\_

*Jerry Bass*  
Jerry Bass  
President

ATTEST:

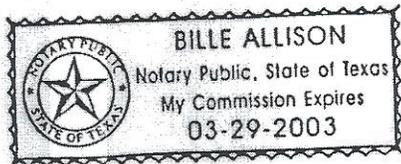
*Eve Hulsey*  
\_\_\_\_\_  
Eve Hulsey  
Secretary

ACKNOWLEDGMENTS

THE STATE OF TEXAS §

COUNTY OF DALLAS §

This instrument was acknowledged before me on Dec 24, 1999 by  
Jerry Bass, President of Las Mariposas Townhouse Homeowners Association, Inc., a Texas  
corporation, on behalf of the corporation.



*Bille Allison*  
\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS  
Notary's printed name:  
BILLE ALLISON  
My commission expires:  
3-29-2003

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