

**CONSENT OF THE DIRECTORS  
OF  
LAS MARIPOSAS TOWNHOUSE HOMEOWNERS ASSOCIATION, INC.  
IN LIEU OF SPECIAL MEETING  
July 18, 2017**

The undersigned, being all of the Directors of Las Mariposas Townhouse Homeowners Association, Inc., a Texas non-profit corporation (the "Association"), pursuant to the Bylaws, Articles of Incorporation of the Association, and the laws of the State of Texas, do hereby consent that when they have signed this consent, the actions and resolutions below shall be passed and adopted as actions and resolutions of the Association as of the date stated above with the same force and effect as if adopted at a meeting of the directors duly called and held.

RESOLVED, that the Rules and Regulations of the Association are hereby amended to be as follows:

**RULES and REGULATIONS  
Published August, 2009 – Revised July, 2017**

These Rules and Regulations, made and approved August 30, 2009, by the Board of Directors, are pursuant to and enforced under the authority of Article IV of the Deed Restrictions and Covenants of the Las Mariposas/Centre Villa Addition to the City of Garland filed in Volume 71110, Page 1926, of the Deed Records of Dallas County, Texas. The Las Mariposas community is governed by the Deed Restrictions and Covenants, and the Bylaws of the Association, as well as these Rules and Regulations. Your cooperation with all of these documents is required. If you need a copy of any document, come by the office at 500 Valley Park during posted business hours or go to the Las Mariposas Facebook page at <https://www.facebook.com/groups/908477402632113/> Of course, City of Garland ordinances as well as all applicable state laws are in full effect as well.

**I. PURPOSE**

The Las Mariposas Townhouse Homeowners Association was created in 1978 to ensure the long-term care and maintenance of the Las Mariposas community. The Board of Directors is made up of fellow homeowners who are entrusted with the responsibility of enforcing the Deed Restrictions and Covenants, Bylaws and these Rules and Regulations to make certain that the original intent of consistency, integrity and value is upheld and carried forth for the benefit of all homeowners in the community, both now and in years to come.

**II. DEFINITIONS**

"Homeowner" and "property owner" are defined as the legal owner of a particular property as shown on the property's deed and/or county tax records. "Property" is the land and structures that belong to a particular homeowner, including the townhouse and carport/garage, storage area, etc. "Dwelling unit" is the actual structure on a property that is used for living (i.e. the townhouse). "Dues" and "assessments" consist of, but are not limited to, monthly homeowner's association dues along with fines, attorney fees, court costs, late fees, interest, and charges from the Association to repair violations on a given property, and general assessments charged to fund specific projects. "Resident," "occupant" and the like are identified as the person or persons



residing on a particular property, regardless of whether that person(s) owns the property, and can also include a "renter." The terms "renter," "lessee," "resident," "occupant," "tenant," "inhabitant" and similar terms, both singular and plural, shall be construed to mean a person or persons, or entity or entities, that have an arrangement, or propose to make an arrangement, to exchange valuable consideration for the temporary, contractual use of a Las Mariposas Homeowner Association member's property; such a person(s) or entity(ies) is/are referred to here as "renter" or "renters." Likewise, the terms "rent," "rent out," "lease," "lease out," "let," "sublet," "sublease" and similar terms, both singular and plural shall also describe a rental arrangement between a homeowner and his renter. "Originating homeowner" is identified as the owner of property that is the originating source of damage, peril, calamity, etc. that results in damage to another property or properties. "Commons areas" consist of spaces between the structures, the open property at the end of each block, and the courtyard, Clubhouse and swimming pool areas. "Homeowner(s) in Good Standing" and "Resident(s) in Good Standing" is a person/persons who has/have no outstanding dues, fines, or other debts to the Association, and who has/have not been restricted from use of commons property. "Association" is the Las Mariposas Townhouse Homeowners Association, Inc. "Board of Directors" ("Board") is the elected, collective, governing body of the Association that provides initial enforcement of Deed Restrictions, Bylaws and Rules and Regulations.

### **III. DUES**

All homeowners automatically become members of the Association when purchasing their property. Dues (assessments) shall be payable monthly, in advance, at the current rate of \$71.00, due on the first day of the month. Dues are considered late after the 20th day of the month, and will be subject to a \$10.00 late fee, plus interest at the rate of 10% per annum. Dues are payable at the Association Office, 500 Valley Park Drive, Garland, Texas 75043. A drop slot is available at the office for payments, you may mail in payments either to the office or to our bank, BB&T, or you may come by during posted business hours, which are posted on the door. Checks and money orders are accepted; make sure your property's address is written on your payment. Currently, the Association has a system/process in place with BB&T for receipt and processing of monthly dues payments. This process includes the use of a coupon (supplied by BB&T during January of each year – mailed to the homeowners address of record) that MUST be submitted with the monthly dues payment when submitted to BB&T, which assures correct posting of the payment to the homeowner's records, both at the bank and with the Association's accounting program. Homeowners also have the option of establishing a direct payment method with BB&T which does not require the submission of the coupon. This method involves the direct payment of dues from the homeowner's personal/business checking account on a scheduled date. Contact the office during posted business hours, or BB&T directly if you are interested in establishing this direct payment method. BB&T assesses the Association a fee for every dues payment that is received without a corresponding payment coupon. Therefore, any such fee will be recorded against the homeowner's account for reimbursement. Coupon books can be replaced, through an order to BB&T by the Association, if needed. The current fee for this replacement is \$7.00 which will be added to the homeowner's account if the book is provided. In late December of each year, or early January of the following year, new coupon books will be mailed to homeowner's of record by BB&T, at no cost to the homeowner. Any coupon books ordered for a homeowner after this initial provision will be at the cost of the homeowner. Payments presented to the Association in any form will be subject to a minimum \$35.00 service charge if payment is not honored for any reason. If any such payment is



dishonored by BB&T for any reason, and the Association is assessed a fee in such instance, this fee will also be added to the homeowner's account for reimbursement to the Association.

In any case, homeowners who are past due in their monthly dues or for other applicable reasons (e.g. fines, fees, etc.) may not use the community's facilities (swimming pool included) until their account is brought current. This also applies to renters whose landlords are not current in payments to the Association for any reason, including failure to submit a CURRENT and COMPLETE Renter Information Form to the Association. Past-due residents may not use these facilities as a guest of a resident in good standing.

Occasionally, some confusion results from homebuyers who did not receive a proper explanation from their lender of how homeowner associations and assessments work. Dues are NOT paid by your mortgage company or from your escrow account. In every circumstance, the property owner is the responsible party. Non-payment of dues can result in late fees, interest, collections fees, attorney fees, liens, and ultimately, foreclosure on your property. If you need further explanation, please contact the

Association Office or your lender or attorney. If you fall behind on dues over a financial calamity, the Association may be able to help. Please contact the office.

#### **IV. FINES and OTHER ASSESSMENTS**

Fines and other assessments may be applied to your account, and failure to pay the Association shall carry with it the same consequences as the failure to pay dues as provided in the Deed Restrictions. The Board of Directors shall make the final decision on applicability, disposition, amounts and resolution of all fines and assessments, and shall be solely responsible for judging and determining the interpretation of and "spirit of" these Rules and Regulations. For the first notification of a violation for which a fine may be assessed, the owner will be notified by certified mail stating the violation and requesting that it be rectified within the specified number of days or the owner will be assessed a fine. If the violation is incurable within Section 209.006 of the Texas Property Code, no first notice is required. Homeowners (and renters/occupants, when applicable) may challenge fines and assessments within thirty (30) days of the date the notice was mailed. Contact the Office in advance of the meeting, either in person, or by email at [lasmariposastownhomes@gmail.com](mailto:lasmariposastownhomes@gmail.com), via the Facebook page, or calling (972) 278-8885 to add your name to the agenda.

#### **V. ASSOCIATION MEETINGS**

Monthly meetings of the Association are held on the third Tuesday of each month (except May) at the Association's Clubhouse, 500 Valley Park Drive, at 6:00pm. An annual meeting is held on the fourth Tuesday of each May at 7:30pm at the same location. The Annual Meeting may involve voting on major issues and for board member terms. A list of specific issues, pertinent dates and voting instructions will be mailed to each homeowner approximately thirty (30) days before the Annual Meeting date. Meetings will only be held if there is a quorum of Board members present (at least 3 of the 5 members) and, in addition, the Annual Meeting must be attended (or represented via proxy by) at least 10% of Homeowners in Good Standing to be legally held. Details about Association meetings and the Annual Meeting, including voting, Board positions and Board member responsibilities, may be found in the Bylaws. Meetings may be recorded; your attendance constitutes your consent to be recorded.



## **VI. YOUR PROPERTY and RESTRICTIONS of USE**

**A. Definition and occupant limits:** Property shall be used for single-family residential purposes ONLY. The Association's Deed Restrictions state that the use of a dwelling shall be by "One (1) person, two (2) or more natural persons who are related by marriage or kinship, or by not more than three (3) natural persons who are not related by marriage or kinship." Per the City of Garland, as of 2009, the maximum number of persons, including children, who may occupy a dwelling unit is seven (7) persons for a three-bedroom dwelling unit; and nine (9) persons for a four-bedroom dwelling unit. In a rental situation, a landlord may lawfully set numbers lower than the City's maximum, and renters enrolled in a rent assistance program may only house the specific persons and quantity of persons they indicated on their assistance application. Violations will be reported.

**B. Commercial Use:** No property may be used for any legal or illegal business or commercial purposes, including, but not limited to, a rooming house, an apartment or multifamily complex, a double house (or separated into a duplex), a lodging house or hotel, a hospital, a sanitarium, a car repair or restoration or painting facility, a day care center or activities center or school for children or adults, a place for regular vehicle sales and/or storage thereof, a pharmacy or drug dispensary, a place for animal breeding or boarding of animals, or as a place of worship (including regularly-scheduled services). Ongoing storage of business equipment and assets, such as construction machinery, commercial vehicles, trailers, etc. is strictly prohibited unless such equipment can be completely concealed in an enclosed garage, out of public view. Garage sales are permitted, provided they are confined to the garage/carport and its adjacent parking pad. No sales may be held in the front yard or commons areas. A city permit is required. The city limits garage sales to no more than three (3) per calendar year per residence, and one sign may be posted per sale.

**C. Other structures:** No temporary structures, including storage sheds, mobile homes, basements, storm shelters, tents, shacks, barns, house trailers, campers or other outbuildings shall be constructed or located on, parked upon or used on any property, either temporarily or permanently. No structure except the townhouse itself shall be used as living quarters or as a dwelling unit.

**D. General maintenance and upkeep:** Storage of trash, debris, junk or anything that causes property to appear unclean or untidy, or gives off obnoxious odors is not permitted. Eradication and control of pests and insects, such as termites, ants and fleas, is the responsibility of the homeowner. Linens, cloths, clothing, rugs, mops, etc. may not be spread across or hung from any window, door, patio, clothesline or fence, or laid upon concrete, grass or dirt. Only white or off-white drapes or blinds or shutters are to be used in any window, front or back of the home. If colored drapes are used, they must be lined in a white or off-white backing. No broken or damaged window coverings, including blinds, are permitted. Broken glass must be promptly replaced.

**E. Garage/carport maintenance:** Garage doors must be working and hung correctly, and the surrounding woodwork/framing and trim must be kept in acceptable order. Fallen or off-track doors or damaged panels must be repaired. Garage doors must be of an acceptable whitish tint. Since the community was not originally equipped with garage doors, the Association is NOT responsible for painting them or for maintaining the woodwork around them.



Panels that face the interior of your garage or carport, including storage closet panels and doors, are the responsibility of the homeowner. No homeowner, or tenant, lessee, etc., shall hang, or allow to hang, plastic or other material to substitute for a garage door or carport enclosure. Garages and carports must be kept clean and free of trash, leaves, junk, indoor furniture and items that are being stored (use your enclosed storage area instead). If you have a garage door, always keep your door closed for safety and aesthetic reasons. Debris that is blown from or swept out of your garage or carport must be bagged and disposed of properly. Damage to the roof of the garage or carport, and/or to its support beams and framework, shall be the homeowner's responsibility. Vehicle parking and storage are addressed under "Vehicles" below.

**F. Backyard use and maintenance:** Each homeowner is responsible for his/her own backyard. The City's Code Compliance office is responsible for enforcement of violations in your backyard, including, but not limited to, debris, high weeds/grass, overgrowth of trees, existence of dead trees, etc. The homeowner or resident is responsible for mowing his/her own backyard. The Association will write fines for violations if the offense can be seen from the street or alley (including clothes lines, window unit air conditioners, evaporative coolers and the like) and for debris on your roof or balcony, or damaged or fallen guttering.

**G. Front yard use and maintenance:** The Association is responsible for maintaining your front lawn, the sprinkler system (and the cost of water and repair for same), the flower bed and any trees in your front yard. Maintenance of the front lawn does not include replacement of sod and does not include removal/replacement of shrubbery in the flower bed. Maintenance of any trees in the front yard does not include removal of otherwise healthy trees; trees will be trimmed for the purpose of preventing contact with, or damage to the structure of the home and/or to maintain compliance with city ordinances and regulations concerning limb overhang over sidewalks and streets. The homeowner is responsible for keeping all guttering in good repair, properly hung and clear of debris and dirt therefrom which provides a basis for the growth of vegetation in the guttering, repair or replacement of water pipes and outside hydrants, and repair of the structure's foundation and any damage related to, or resulting from its failure. The homeowner, or renter, or occupant must keep their front porches and front yards free of debris, junk, animal feces, lawn furniture, toys, bicycles, barbeque grills, excessive decorations or anything that distracts from the consistency of the neighborhood or causes a safety hazard. Lawns must be free of potted plants or other décor that interfere with the lawn service's ability to mow the grass. Installation of water softeners, ventilation devices, handrails or other fixtures or devices that detract from the consistency of other property in the community must be first approved by the Architectural Control Committee. Those installed without permission must be removed at the homeowner's expense. No large inflatable toys of any sort (i.e. "jump houses") may be installed or used in the front yard, or any commons area, even on a temporary basis. Large/portable (truck transportable) trash dumpsters that are commonly used by contractors performing renovation work for homes may not be placed in the front yard of any residence at any time. Such dumpsters can damage/destroy not only the grass in the front yard but also the sprinkler system in the yard.

**H. Exterior modifications and improvements, including roof:** A homeowner must get the approval of the Architectural Control Committee before doing any major improvements or making changes to the exterior of the property. The homeowner is responsible for the repair and replacement of shingles and other roofing material, as well as tar, sheeting and leak repairs (and any damage resulting therefrom). Many homeowners have installed pitched roofs (defined as



conventional framework with composite shingles attached); however, approval from the Committee is required first to make certain that the proposed pitched roof does not exceed 18" in height above the parapet wall. Such a change affects the original architecture of the structure, which if done improperly, can cause leakage of the adjoining roof, of which the originating homeowner would be responsible for. Exposed materials on a pitched roof shall only consist of composition shingles. Wood shingles and coatings applied to shingles that are typically used for mobile home roofs are prohibited.

Wooden slats that were once installed over the exterior of windows on some townhouses are now prohibited. These were removed during the 2007-09 repainting project for aesthetic reasons. Homeowners cannot replace them with latticework or other material that does not match the consistency and integrity of the other townhouses.

Parapet walls (the fire retardant stucco walls that divide each townhouse) shall be maintained by the homeowner (or homeowners that share the wall, if applicable). Any damage to the parapet wall must be repaired promptly. This includes erosion of the wall or the materials inside it, termite or other insect infestation, and repair or replacement of the metal cap at the top of each wall. This requirement also covers the decorative stucco walls that protrude in the front and rear of most townhouses. Damage to another townhouse resulting from unrepaired parapet wall damage will be the responsibility of the originating homeowner(s). The Association will not mediate disagreements over damage or responsibility.

Damage from flooding, no matter the cause, along with foundation problems and cracking and failure, is the sole responsibility of the affected homeowner.

The City provides regulations for timely removal of holiday lighting, voting signs, etc.

The Association is responsible for painting the townhouse, front and rear, including solid doors, and for replacement/repair of exposed paneling and trim as needed. This Association responsibility shall not be construed to mean that a homeowner's townhouse will be totally repainted merely at the request of the homeowner. The Association allocates funds to repaint all townhouses on an as-needed basis, usually occurring every 8-10 years. The Association will provide up to 2 pints of each color of paint per year for the colors currently authorized for townhouses. Homeowner's may purchase additional quantities of paint from retail vendors and the Association will provide the color codes for this paint to the homeowner upon request. No homeowner shall paint the exterior surfaces of the windows, walls, trim, doors, roofs or soffits without the consent of the Architectural Control Committee.

**I. Insurance:** Property insurance, flood insurance, public liability, contents insurance and other insurance coverage are NOT provided by the Association. Homeowners are encouraged to carry policies that adequately protect their property from losses. Damage that occurs to another residence as a result of fire, smoke, flood, leak, mold or other calamity shall be the fault of, and the financial responsibility of the originating homeowner. Refer to the Bylaws for rules regarding the restoration and rebuilding of a damaged structure back to neighborhood consistency standards, and refer to the State of Texas rules for "party walls" for further details and applicable laws. The Association shall not mediate responsibility issues between homeowners.



**J. Fence:** Fence replacement and repair is the responsibility of the homeowner. The cost to repair or replace shared fences shall be split by the two homeowners, and the two homeowners must work out the financial and installation issues themselves. The Association will not mediate disagreements over cost sharing. Replacement of fences that face commons areas will have the cost shared by the homeowner and the Association. The Association will pay half of the total cost, up to a maximum of \$250.00 (present receipt to Association for reimbursement). However, repairs of same fences shall be the responsibility of the homeowner. If a tree in the homeowner's yard prevents or hinders the straight angle of a shared fence or one that faces a commons area, the homeowner is responsible for removing or trimming back the tree, along with half the replacement cost of the fence (to a maximum of \$250.00 on a commons-shared fence). Any fence installed or replaced within the community must be made of durable wood, no taller than 6 feet (except where taller sections are provided for in the "Animals" section below) and of a material and style that matches the consistency and integrity of other fences in the community. Per the City of Garland's Code of Ordinances, a fence may not lean so that its axis is more than 10 degrees out of perpendicular alignment with the base. The Association also requires that no broken pickets, slats or panels exist, and that any graffiti is removed completely and promptly.

**K. Sight, lighting obstructions:** No fence, wall, hedge or shrub at or near a corner lot may be installed that obstructs sight lines at elevations between two and six feet above the roadway or alleyway. No tree or tall shrubbery (or shrubbery with the potential to exceed 2 feet) may be planted or maintained in the parkway strip near the street.

**L. Signs:** No sign of any kind shall be displayed to the public view, or from any part of the lot including on windows or doors or fence, except one sign, temporarily used by the homeowner or the homeowner's designated agent, placed perpendicular to the house and not more than five (5) feet from the house, advertising the property for sale or for rent. Exceptions may be granted during election and holiday seasons for one appropriate sign per yard. Garage sale sign regulations are dictated by the City. Please contact the City of Garland for restrictions on garage sale signage, number of authorized sales per year, and permitting requirements. Any potential violations of these restrictions that are observed will be reported to the City for possible enforcement actions.

**M. Outside activities:** No basketball goals or street sports equipment, temporary or permanent, may be installed or used in the alley, or the street, or mounted onto a garage or carport. Any obstruction to traffic is prohibited.

**N. Attachments to property:** No awning, canopy, shutter, latticework, radio antenna or other tall aerial may be installed without the approval of the Architectural Control Committee. Satellite dishes may be installed where practical on a property's roof or parapet wall cap, but it is a violation to leave an unused, deactivated or broken dish or antenna mounted to a roof or wall. These must be removed within 30 days of cancellation of services. Care must be taken to assure that water leakage will not occur with any installation or subsequent removal of antennas or associated devices. Cable and telephone wire/cables may not be strung across any homeowner's property or along sidewalks, alleys, yards, streets, parkway strips or commons areas. The homeowner or resident must make arrangements to have the cable buried within two weeks of installation. Cables or lines that run along the roofline or on exterior walls must be neatly attached with no unnecessary slack, and hidden where possible.



**O. Vehicles kept on property:** Junked or inoperable vehicles may not be stored on a homeowner's property unless they are concealed inside a garage or carport. In a carport, such vehicles must have a professional grade cover designed specifically to cover a vehicle placed over the vehicle. Any vehicles parked on the parking pad next to the alley (the paved space between the outer edge of the carport/garage and the alleyway that is maintained by the city) must have current registration and inspection, be operable and in good basic repair (i.e. no flat tires, broken glass or other indicators that the vehicle is not operable) and must not protrude into the alley. The Association will actively work with the City of Garland for removal of vehicles in violation of these rules and/or city ordinances. The City's Code Compliance office will tag and tow exposed vehicles that are not kept current or appear as junked, abandoned or inoperable, and will ticket owners of vehicles that damage the street from leaking oil or other fluids.

Vehicles may not be arbitrarily parked or stored on the premises of other homeowner's property without the written consent of the owner of the townhouse in question. Specifically, use of a parking pad (concrete area next to the alley) or a carport or garage of a property without the consent of the property owner is prohibited, unless the offender can provide the required proof of consent from the property owner to the Association. The Association may issue fines for each day an offending vehicle is parked illegally, and will report the vehicle to the City of Garland's Code Enforcement division for removal.

No motor boat, houseboat, canoe, "jet-ski," or similar water-borne vehicle may be maintained, stored or kept on property unless it can be completely concealed and contained in a garage. Such vehicles cannot be stored in a carport. Motorcycles, scooters and the like cannot be parked on sidewalks, front walks, alleys or grassy/commons areas. Use designated street parking or the homeowner's garage/carport. No washing or repairing of vehicles may be performed in the street or alley; use the carport or garage. No "jacked-up" vehicles or vehicles placed on temporary supports can be left unattended.

**P. Abandoned property:** Unclaimed items left in the commons or pool areas will be sold, donated or disposed of after 72 hours from the date/time of discovery. Shopping baskets/carts may NOT be brought into the neighborhood and/or abandoned. Violators will be reported to the police and to the basket's owner.

**Q. Rental and leasing:** Some homeowners may opt to rent or lease out their property. City of Garland ordinances mandate that such property be issued a "single family rental permit" each time the property is let or rented out, through a written application with the City, payment of a permit fee, and a subsequent inspection of the property by the City. The Association requires that a copy of this Permit be provided to the Association office no more than 10 days after the property is let each time, along with a fully completed renter information form as provided by the Association. This information will be filed at the Association office and will not be made available for public viewing. Failure to provide the required renter information form within 10 business days of the date of the rental of the property, or of the Association's request for this information, shall result in a fine of \$75.00 per property per ignored request, or other such fine amount as may be imposed by the Board of Directors of the Association. Possession of this information does not imply that the Association takes any responsibility for a homeowner's renter(s), nor for monitoring a renter's activities, nor for providing security to protect a homeowner's property. However, in the event a representative of the Association happens to observe unusual or suspected criminal activity on rental property (or owner-occupied property),



or receives confidential information from a person presumed to be reliable, the homeowner (if appropriate) and police (if warranted) will be notified.

It is the homeowner's duty to perform background checks and to screen rental applicants in advance for "registered sex offender" status or other felony information that may limit a potential renter's freedom to lease property due to city regulations governing this. However, for the community's safety, and for the safety of the homeowner's property, the Association PROHIBITS individuals from renting out property in the community to those who have a felony background. The Association may, of its own device, run background checks periodically on individuals residing in rental property. This in no way replaces or excuses the homeowner's responsibility to perform background checks on any tenant/occupant of the age of 17 or older. Rental of property shall be done on a long-term basis (i.e. longer than 30 days) to avoid what might be construed as a hotel operation, which is prohibited by Association rule.

Observed abuses of rental assistance programs (i.e. "Section 8") will be reported to the landlord/homeowner/managing company and to the proper governing authorities. Landlords must monitor all of their rented property regularly to make certain that occupancy limits are followed. By law, the Association cannot and will not discriminate against participants in a rental assistance program. The Rules and Regulations, and Bylaws will be enforced evenly and consistently whether a residence contains a homeowner or renter.

It is the homeowner's responsibility and duty to notify all tenants of the property age 17 or older of the Rules and Regulations of the community, and to require the tenant's compliance. (Rules and Regulations may be found on the Las Mariposas Facebook page and can be printed and distributed to such tenants prior to move-in). The Association requires that landlords/owners make the Rules and Regulations part of the rental agreement. Any violations and fines issued by the Association against the rented property will be imposed upon, and will be the responsibility of the homeowner, and not the renter or lessee. Should a homeowner wish to recoup the costs of fines from a renter or lessee, it is the homeowner's sole responsibility to do so. Should a renter have any issues or requests that might normally be directed to the Association, they shall notify the homeowner, and not the Association. The homeowner can then contact the Association thereafter. The Association does not mediate issues between renter and landlord. The Board of Directors of the Association reserves the right to demand eviction of a renter and/or termination of a rental contract or agreement if multiple rule violations are noted. The homeowner will be the only party notified of rule violations, and of an eviction demand, if warranted.

A common rule violation is that of renters who drive moving trucks or pickup trucks across the front lawn (or commons areas) to get access to the front door during move-in or move-out. For such violations the homeowner will be fined an initial fee of \$100.00 (or other such amount as determined by the Board of Directors) for their renter's violation, and will receive a separate bill thereafter if the sprinkler system was damaged and required repair, and/or if the lawn was damaged and needed re-sodding or dirt replacement.

Renters are permitted to use the facilities of the Association, including the swimming pool, provided Association dues are current for the property, AND that a current and complete renter form is on file in the Association office. To obtain facilities passes, the renter is permitted to deal directly with the Association, and must provide proof of residency (such as a lease or utility bill, along with a valid state-issued identity card, such as a drivers license or identification card.



Homeowners must notify the Association of any change in property management company or ownership of rental or leased property, or if the "Certificate of Registration" becomes materially incorrect or expires, or is replaced by a new certificate, or if a third party (sublease) becomes a part of the owner-renter relationship. Limits on "For Rent" sign placement are listed under "Signs" in the Rules and Regulations. Homeowners may also place an ad on the bulletin board at the Association office. The Association will periodically audit homeowner records through the Dallas County Appraisal District to make sure that that homestead exemptions are not taken illegally for property that is used exclusively for renting and leasing. Violations will be reported.

Property that remains vacant for any length of time must be maintained and secured as if it were occupied. Homeowners must make arrangements to regularly pick up mail, newspapers, circulars and anything else that might make the property appear vacant. Blinds or appropriate window coverings must remain installed and kept in good order. Green trash bins and blue recycling bins must be stored in the backyard or against the garage or carport. If the property remains vacant for thirty (30) days or longer, the homeowner must notify the Association. The property must also be regularly monitored for rodents and insects, and shall be winterized, if applicable, so that other properties will not be damaged by potential water leaks. Also, Association dues are still payable even during months that the property is not rented/occupied. Every member of the Association must pay dues each month. No concession is given for renter-occupied or owner-occupied residences. Failure to pay monthly dues will result in late fees and can result in liens, and potentially foreclosure.

The Association reserves the right to enact and impose a Renter Fee and/or Move-In/Move-Out fee on owners of property used for rental.

#### **R. Architectural Control Committee**

An Architectural Control Committee is appointed by the Board of Directors to evaluate all property to make sure it is in compliance with the Rules and Regulations (in the absence of a Committee, the Board will handle the evaluations). The Committee and/or the Board of Directors interpret these Rules and Regulations and issue warnings and citations for violations. Typically, a homeowner is given 30 days to resolve a violation. After that, a citation is issued or the owner is notified in writing of any fine that may have been issued by the Board. If the violation continues to go ignored, the Bylaws permit and require the Association to enter upon the homeowner's property, perform (or contract to perform) repairs to remedy the violation, and charge back the cost to the homeowner. Fines of not less than \$50 per month may be imposed instead of, or in addition to, repairs contracted by the Association.

### **VII. COMMONS AREAS**

The commons area between buildings and at the end of each block are completely off limits to pedestrian and vehicular traffic. Loitering, play, or any regular ingress/egress by anyone aside from the grounds maintenance crew is prohibited. No vehicles of any type may be parked on any commons area, or large construction equipment, including large dumpsters commonly used for scrap and trash material collection when properties are being repaired or remodeled. The courtyard adjacent to the Clubhouse, 500 Valley Park, is the community's designated place to play, pursuant to the rules listed in Paragraph 4, below.

Any damage to any commons area caused by any homeowner, his lessee, renter, guest, invitee, pet or maintenance contractor/firm/vendor shall be the financial responsibility of that



homeowner, and he shall promptly reimburse the Association for the cost of repair or replacement, or the cost will be charged against the homeowner's property as a lien until it is paid in full. This includes, but is not limited to, damage to sprinklers or fencing, or to trees, shrubbery and grass from play, loitering or other activities, or by purposeful or illegal or accidental ingress, egress or parking. This includes repair or replacement of warning signage, as well as poles or posts or fences that were installed to block vehicular or pedestrian access to the commons; however, the Association is not responsible for damage or injury to vehicles or person striking or making contact with these poles or posts or gates, or for tripping and falling from concrete-reinforced drop-offs, whether intentional or not. Vehicular damage to the brick/façade screening wall along Centerville Road shall be the responsibility of the offending party; damage to a vehicle by the screening wall is not the Association's responsibility.

Damage or vandalism to property in any commons area may also result in banishment from the use of the community facilities for a period determined by the Board of Directors, and may also result in criminal or civil prosecution depending upon severity and/or the degree of intent on the part of the person causing such damage.

The commons area in front of the Clubhouse (aka "courtyard") is for the exclusive use of "Homeowners in Good Standing" and "Residents in Good Standing" and their guests (provided that the guests are not homeowners or occupants that are not in good standing) and those family members and others who legally occupy a residence with said homeowner or resident. Identification and/or a valid pass or magnetic passcard or a security code may be required to gain access to some commons areas. Individuals who do not belong on Las Mariposas property will be considered trespassers and authorities will be notified and criminal charges filed if appropriate. The Association will not tolerate any circumvention of the system that might allow a past-due homeowner or resident to come onto the commons area as a "guest" of another homeowner.

The commons area in front of or adjacent to the Clubhouse is not a "dog park" wherein homeowners or other authorized tenants/residents may bring their dogs for exercise or other purpose. Any person observed with a dog in this area, especially if not restrained by a leash, and the dog defecates in this area will be subject to a fine from the Association. The dollar amount of such fine could be significant if the dog's owner does not clean up after his/her dog after such defecation.

The Association also maintains an extensive video camera surveillance system for security of the Clubhouse, pool area, and commons area adjacent to the Clubhouse. This system photographs all activities around the Clubhouse area and will be used to assist in the prosecution of persons trespassing thereon, especially in the swimming pool area during any time that the pool is not open for use. You may be videotaped/recorded by the security system while using the commons areas and pool, and use of those areas constitutes your consent to be taped/photographed.

Bicycles, scooters, skateboards and the like are not permitted on grassy areas or on the basketball court, or in the courtyard or swimming pool areas, nor in the commons areas.

The swimming pool has its own specific set of rules, which are prominently posted in the swimming pool area. Additionally, pool rules, limits of liability, etc. are fully contained in the Release of Liability form that must be signed by any person who is issued a pool pass. Pool passes will only be issued to homeowners and renters whose dues and assessments are paid to



date, and in the case of rental properties, a current and complete Renter Information Form must also be on file with the Association. In the case of rental properties, it is the homeowner's responsibility to ensure that dues and assessments are current and that a current Renter Information Form is on file with the Association. Participants shall swim at their own risk. The Association is not responsible or liable for accidents or injuries. "Pool parties" or other rental or private use or any unauthorized use of the pool is prohibited. Any person, whether or not a Las Mariposas homeowner, tenant or other authorized person who climbs over the locked fence surround the pool during hours when the pool is not open for use shall be considered as trespassers and the police will be notified and any appropriate enforcement action will be taken against all violators. Rules regarding the swimming pool, along with admission fees, are updated each spring and distributed to each Facilities Pass applicant.

The Clubhouse may be rented by "Homeowners in Good Standing" for a reasonable fee, and upon advance payment of a refundable security deposit. Contact the office for more information.

### **VIII. NOISE CONTROL**

Parties, noisy cars, radios/"boom boxes," televisions, arguments or loud talking, loud machinery or any unnecessary or excessive noise that interferes with the peaceful enjoyment of any resident will not be tolerated. This includes revving and speeding from cars equipped with Magnaflow and Aeroturbine-style mufflers, along with loud, bassing/"thumping" car stereos. Noise that penetrates through parapet walls must be kept under control. Parties or gatherings shall be kept within one's house or backyard (and parking regulations do apply to guests). Please be considerate of your neighbors, as they may not have the same sleep schedule as you. The City of Garland also provides a strict noise ordinance between specified hours. Refer to the City's Code of Ordinances for additional information.

### **IX. ANIMALS**

Dogs and cats may be kept in a homeowner's or occupant's backyard, provided the pet does not create a nuisance (including excessive barking, smell of urine or feces, etc.). Pit bulls and other large breeds of dogs must not be able to jump over a fence or railing; therefore, owners of such dogs must install, at their own expense, an 8' tall wooden fence along both sides of their backyard for the protection of other homeowners and their families. Alternate options to an 8' fence will depend upon the property's layout; the Architectural Control Committee shall have the final say on these options, if applicable. The City also enforces specific regulations pertaining to pit bull breeds. Contact the City Animal Control office for additional information.

A breeding service or boarding service may not be operated on any property. Limits to numbers of pets kept on one's property may be imposed by the City should abuse or neglect be present.

Chickens or other animals that are not customarily kept in urban or suburban residences are strictly prohibited.

Pets that are walked in the neighborhood must be kept on a leash and must be cleaned up after any defecation. Fines will be issued if defecation is not removed by the pet's owner. Loose animals will be reported to the City's Animal Control department.



In instances of unwanted pests (skunks, possums, raccoons, etc.) the City provides, for a refundable security deposit, a trap to catch such pests. If such pests are captured, the City's Animal Control department will come out and remove the pest from the trap and handle its disposal.

## **X. PARKING**

Parking is carefully defined in the Las Mariposas community. The odd-numbered sides of Arborview and Valley Park are zoned NO PARKING, as is the east side of Turney Drive. Street parking is typically limited. Contributing to this aspect is the fact that there are many rental properties within Las Mariposas which may involve multiple persons living in a residence, each with a motor vehicle that they use. Additionally, many residents do not use their garages/carports for their vehicles; instead, they use their garage/carport for property storage. These factors can add to the lack of adequate parking space in legal areas. Residents are encouraged to use their garages/carports and parking pad next to the alley whenever possible. Do not use the street to store your excess cars or to operate a car lot or any commercial business or any regularly scheduled meetings. Any vehicle parked on the street must have current registration and safety inspection. An inoperable, damaged or expired registration vehicle will be reported to and tagged by the City and towed after 72 hours at the owner's expense. The Association may issue warnings for parking offenses; the Garland Police and/or Code Compliance may then write tickets and impound vehicles for violations.

No parking or loading/unloading of vehicles is permitted on any grassy surface including commons areas, front yards, backyard, etc. This includes moving vans and trucks. Damage to grass and sprinklers as a result of violation of this rule will be charged to the responsible homeowner.

Do not park in other homeowner's driveways, carports or garages, or block access to same without written permission of the affected homeowner.

In the alleys, you may park one personal vehicle parallel to the alley on your parking pad, provided that the vehicle does not protrude into the alley, or sits in the alley itself, or violates size and condition limits outlined under the "Vehicles kept on property" section above.

Vehicles parked on the street "For Sale" on an ongoing basis are subject to the City's Code Compliance regulations. Those vehicles may be impounded without notice.

Deliveries, repair/remodel contractors, installers, etc., or residents or homeowners must not park illegally, or drive onto any sidewalk, walk-up or unpaved surface. As outlined above under "Commercial use," no construction machinery (Including but not limited to asphalt mixers), commercial vehicles (including but not limited to buses, limousines and tractor-trailers or their separate pieces), oversized vehicles or vehicles that exceed one ton carrying capacity, trailers or the like may be parked on the streets or in the alleys at any time, regardless of whether the property belongs to a contractor or business, or to a homeowner or resident. Temporary daytime-only exceptions for street parking may be made for moving vans, and for vehicles and trailers of contractors who are actively performing repairs or deliveries at a particular residence.

## **XI. SECURITY**



If you should experience a life-threatening occurrence or other emergency, call 9-1-1. The Garland Police Department also maintains a Neighborhood Officer program that a resident may contact to report additional information on an offense, or suspicious activity that may not require an immediate response by the beat patrol officer. It is important that all thefts, burglaries, car burglaries, suspected drug use/sales, gang activity or other unusual activity, etc. be reported to the Garland Police Department, no matter how minor, so that the neighborhood can justify extra attention from the police.

The Association is not responsible for providing protective services to the community, or for any losses that might occur as the result of a crime. At the discretion of the Board of Directors, security may be hired from time to time to address and monitor ongoing crime issues in the community, but there is no obligation of the Association to provide security services on a regular basis.

## **XII. TRASH PICKUP AND TRASH CONTROL**

City of Garland trash pickups (green dumpsters) are currently made on Fridays (with possible exceptions for holidays). The green dumpster must be placed at the edge of the alley, clear of any vehicles, no earlier than 6:00pm Thursday. It must be moved back against your carport/garage by 6:00am Saturday (the City may write citations if this is not done). For LARGE ITEM pickup, place the items next to the green dumpster on the same schedule and in the same manner as above, and the City will usually pick the items up. DO NOT place any items at the front curb!! Despite any publications issued by the City to the contrary, they will not pick up any items from the front of our homes (Las Mariposas is exempt from City rules regarding front curb placement). DO NOT place any trash or other items in any of the commons/grassy areas. Signs have been placed in most of these areas to warn residents not to dispose of any items in these areas. Even if a sign is not present, it is still a violation of the Rules & Regulations to dispose of any items in these areas. Any violators of this provision are subject to fines. The City will NOT pick up old paint cans, concrete pieces, roofing materials (i.e. shingles), any other type of construction materials or debris, used motor oil, chemicals, hazardous materials, auto batteries, old tires, etc. Contact the City of Garland for information on how to dispose of these items. Any residual mess, stain or debris resulting from proper or improper disposal of trash will be the responsibility of the homeowner/resident to clean up, and fines may be issued for violations.

Brush and limbs are to be placed at the rear of your property, at the edge of your driveway, next to the alley and NOT in any commons/grassy areas of the property. The resident is responsible for cleanup of any leftover debris that is not picked up by the city. Grass clippings must be bagged and left for pickup in the same manner.

Trash must be contained within your green dumpster. The City will not normally pick up loose trash bags or other discards that are set on or around the green dumpster, or anything that is not left next to the alley.

**AGAIN, DO NOT PLACE TRASH OR LARGE ITEMS FOR DISPOSAL IN, OR ON ANY COMMONS AREA.** Items that will not fit on your driveway pad, or that the City refuses to pick up, must be taken to the City's dumpsite. **YOU AND/OR THE HOMEOWNER WILL BE FINED IF YOU ARE CAUGHT OR WITNESSED PLACING TRASH ITEMS IN THE COMMONS AREAS.**



If your green dumpster, or blue recycle dumpster is damaged, or if additional dumpsters are needed, call the City for a replacement or repair.

The City has recently implemented a new process for the collection of recyclable items via the use of blue dumpsters (replacing the red boxes). The collection/emptying of these recycling dumpsters occurs on the same day as that of the green dumpsters, only it occurs every other week and not every week as are the green dumpsters. Contact the City to obtain a schedule of the recycling dumpster collections.

Litter pickup is EVERYONE's responsibility. While the Association employs a porter on a part-time basis to pick up litter in the neighborhood, lots of trash seems to collect around the neighborhood on the days when the porter is not onsite. Please take pride in your neighborhood by not littering and by picking up the trash on your front porch and front yard, sidewalk and easement between the sidewalk and the curb. Do not throw down litter from your vehicle onto the street. Habitual litterers will be fined. Please report such persons to the office at (972) 278-8885 or emailing [lasmariposastownhouses@gmail.com](mailto:lasmariposastownhouses@gmail.com)

### **XIII. COMMERCIAL SOLICITATION**

No commercial solicitation or "panhandling" is permitted in the community by any of its homeowners, residents or outside interests. Violators should be immediately reported to the police or the Association office. However, the Association has no control over distribution of telephone books, door hangers, free newspapers, etc. Complaints about any of those items should be directed to their source.

### **XIV. YOUR CONTACT INFORMATION**

It is mandatory that the Association be notified anytime there is a change in the contact information of a homeowner. This includes any change to a mailing address, telephone number and/or email address. Anytime there is a change in ownership that would not normally result in title paperwork being sent to the Association automatically (such as changing a deed into the name of a spouse, survivor or other relative's or person's name) a revised, file-stamped copy of the new deed must be submitted to the Association for its records. Before any change of ownership can occur, any past-due monthly assessments/dues, fines or fees owed to the Association must be paid to date and in full.

The Association protects owner/tenant contact and identity information and never sells such to outside interests. Las Mariposas residents should be aware of the fact that certain personal information, such as vehicle registration information, drivers license information, criminal records, etc. are considered as public information under Texas law and that this type of data may be available to anyone via public access venues. The Association will use owner/tenant information for mailing or serving legal notices and documents from the Association, contacting the owner/tenant in case of any emergency reported to use, or for other legal, Association-related business, or upon request of a governing body that has authority to see such information. Notices or documents sent to owners/tenants via email are sent as a courtesy and for informational purposes only. However, under certain circumstances, such electronic notifications may be considered as legally adequate notifications for certain legal purposes.



## **XV. SELLING YOUR PROPERTY**

All dues, assessments, fines, fees and liens **MUST** be settled and brought current before the Association will release any lien on property or issue any Resale Certificate. A resale certificate fee of \$350.00 is assessed by the Association for each sale, which is usually paid through the title company at the time of closing. It is the seller's and his/her agent's, and title company's **ULTIMATE** responsibility to notify new or prospective owners of the existence of the Association and its Deed Restrictions, Bylaws and these Rules and Regulations. In those cases where the Association issues a Resale Certificate, copies of these documents will normally be provided to the requesting title company. Currently, the Association utilizes the services of a banking company to receive and process incoming dues/assessment payments from homeowners, which requires the use of a payment coupon from the homeowner to properly credit the dues payment to the homeowners account. Failure to utilize this payment coupon will result in the assessment of a \$10.00 processing fee by the Association to reimburse the Association for the cost imposed by the bank for the homeowner's failure to utilize the payment coupon as required.

The Association has the legal Right of First Refusal on any property for sale at the same price, terms and conditions as those in a good faith written offer to purchase.

Buyers, sellers and title companies are required to make sure that all rules in this section are followed, that all forms required by the Association have been completed and submitted, and that any past-due amounts owed to the Association have been paid in full **PRIOR** to the closing of the sale of the property. The Association reserves the right to impose fines and to pursue litigation if accidental or intentional actions are taken by the buyer, seller or title company that attempt to circumvent payment of fees, dues, assessments, penalties, etc. whether current or in arrears, and if proper paperwork is not submitted to, or requested from, the Association.

Limits on "For Sale" sign placement are listed above under "signs." Sellers may also request to place an ad on the bulletin board at the Association office. Contact the Association office at (972) 278-8885 or at [lasmariposastownhouses@gmail.com](mailto:lasmariposastownhouses@gmail.com) for further information.

Property that is to remain vacant for any length of time must be maintained and secured as if it were occupied. Homeowners must make arrangements to regularly pick up mail, newspapers, circulars and anything else that might make the property appear vacant. Blinds or appropriate/approved window coverings must remain installed, or be installed should they have been removed. Green trash dumpsters and blue recycling dumpsters must be stored in the backyard or against the garage or carport. Garage doors, if applicable, must be left down and locked. If the property is to remain vacant for thirty (30) days or longer, the homeowner must notify the Association of this fact and provide, as nearly as possible, a timeframe for how long the residence will be vacant, along with all necessary contact information for the homeowner so that he/she can be contacted in a timely fashion in the case of any emergency. The property must also be regularly monitored for rodents and insects with appropriate extermination actions taken as needed, and shall be winterized, if applicable, so that other properties are not damaged by potential water leaks.

If a property is being surrendered due to a foreclosure or other calamity, the homeowner must notify the Association as soon as reasonably possible after such decision is made so that future billing of dues and assessments can be charged to the new owner when property ownership is legally transferred to the new owner. If this notification is not received by the Association



pursuant to this requirement, the current owner will still be held responsible for all charges until the property is legally sold or otherwise legally transferred to a new owner.

#### **XVI. FACEBOOK PAGE**

The Association currently maintains a Facebook page accessible at: <https://www.facebook.com/groups/908477402632113/> At some point, the Association may decide to re-establish an internet website; however, until such time as this decision may be made, the Facebook page will serve the same basic purpose as a website in terms of a means to notify homeowners and residents of information about the Association, including posting of notifications, meeting dates & times, Association documents, etc. While the Board of Directors and others involved with the posting of information on the Facebook page strive to make information as complete and factual as possible, errors and omissions may occur, or the page being electronically "hacked", and the Association, Board of Directors and others involved make no claim of accuracy, and shall not be responsible for such omissions, errors or "hacking."

#### **XVII. OTHER RULES APPLY**

The City, County, State and Federal governments have numerous rules, laws and ordinances that exist in addition to the Rules and Regulations listed here. It is the homeowner's and resident's responsibility to be familiar with those laws and to comply. The Association's Rules and Regulations are meant to govern the Las Mariposas community and enhance established government laws, and not to conflict with or contradict them. The Board of Directors shall make the final decision on applicability, disposition, amounts and resolution of all fines and assessments, and shall be solely responsible for judging and determining the interpretation of and "spirit of" these Rules and Regulations. Also, should there be any conflict between the Rules and Regulations and any other document that governs the Association, the Rules and Regulations shall yield to the Bylaws, and the Bylaws shall yield to the Deed Restrictions.

The Board of Directors reserves the right, from time to time and as may be deemed necessary to modify these Rules and Regulations to incorporate the handling and disposition of new or unforeseen nuisances and issues as they may arise after the time of publication.

#### **XVIII. LANGUAGE**

The original Rules and Regulations, along with the Deed Restrictions and Covenants and the Bylaws of the Association, were all created in English when first adopted, and English shall remain the first and official language of communication of the Association. An accurate conversion of any Association documents to other languages is not the Association's responsibility; however, some correspondence sent to certain households (violation letters, for example) may include a rough interpretation that has been run through a free conversion service on the Internet. The Association is not responsible for omissions or misinterpretations from this conversion of language; it is the homeowner's and resident's and guest's responsibility to be fully aware of all rules, bylaws and restrictions of the Association, and to abide by same, regardless of what language the homeowner or resident speaks or writes.

#### **XIX. ACCEPTANCE OF RULES AND REGULATIONS BY BOARD OF DIRECTORS**



These Rules and Regulations were created and revised by present and past Boards of Directors of the Las Mariposas Townhouse Homeowners Association, and are periodically updated, revised or amended by a majority vote of the Board. Such amendments may be made as a result of any changes in state law related to the operation of homeowners associations. The Board reserves the right to enforce these Rules and Regulations in whatever lawful way it sees fit, on behalf of, and in the best interest of, the members of the Association, to ensure compliance by all homeowners, their renters, lessees, guests and others who are covered and impacted by such rules. This July 18, 2017 revision supersedes all earlier versions of the Rules and Regulations.

Curtis Green, Director  
Carolyn Alexander, Director  
Dave Varnell, Director  
Cara Roberts, Director  
Robert "Teddy" Smith, Director