

Association shall have a lien securing the payment of same identical to that provided above in this Section securing the payment of insurance premiums; and subject to foreclosures as above provided.

ARTICLE V.

PARTY WALLS

SECTION 1. GENERAL RULES OF LAW TO APPLY. Each wall which is built as a part of the original construction of the homes upon the properties and placed on the dividing line between the Lots 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 liability for property damage due to negligent or willful acts or omissions shall apply thereto. The owner of a townhouse shall not cut through or make any penetration through a party wall for any purpose whatsoever.

SECTION 2. SHARING OF REPAIR AND MAINTENANCE. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

SECTION 3. DESTRUCTION BY FIRE OR OTHER CASUALTY. If a party wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

SECTION 4. WEATHERPROOFING. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

SECTION 5. RIGHT TO CONTRIBUTION RUNS WITH LAND. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

SECTION 6. ARBITRATION. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE VI.

ARCHITECTURAL CONTROL

No landscaping, building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to, change, or alteration be made therein until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association. The Board of Directors of the Association may appoint an Architectural Control Committee which shall be charged with the duty of investigating all requests for changes and reporting to the Board of Directors of the Association. The Board of Directors of the Association shall have the sole authority to approve or disapprove any changes. In the event the Board of Directors of the Association fails to approve or disapprove such a design or location within sixty (60) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VII.

EXTERIOR MAINTENANCE

In addition to maintenance and insurance upon the Common Area, the Association shall provide exterior maintenance upon each lot which is subject to assessment, hereunder, as follows: Paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements. The exterior maintenance shall not include glass surfaces, doors and door fixtures, exterior lights and light fixtures, air conditioning equipment, patios and associated hardware nor shall it include shrubbery, trees or grass contained within patio fences or hardware used in connection with these items. The Association, its agents and assigns shall have access to every lot at all reasonable times to perform any and all maintenance required to be performed by the Association pursuant to this document. In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, or guests, or invitees, the cost of such maintenance or repairs shall be added to and become, a part of the assessment to which the lot is subject.

ARTICLE VIII.

USE RESTRICTIONS

SECTION 1. RESIDENTIAL USE ONLY. Said property is hereby restricted to residential dwellings for residential use. The term "residential purposes" as herein used shall be held and construed to exclude any business, commercial, industrial, hospital, clinic and/or professional uses and such uses excluded are hereby expressly prohibited. All buildings or structures erected upon said property shall be of new construction and no building or structure shall be moved from old locations onto said property and no subsequent buildings or structures other than townhouse buildings being single family townhouses as defined in Article I, Section 6, shall be constructed, except for recreational buildings in the Common Area. No structure of temporary character, trailer, basement, tent, shack, garage, barn or other out-buildings shall be used on any portion of said property at any time as a residence either temporarily or permanently.

SECTION 2. SEPARATE OWNERSHIP. Each lot shall be conveyed as a separately designated and legally described freehold estate subject to the terms, conditions and provisions hereof.

SECTION 3. NO NUISANCE. No nuisance shall ever be erected, caused or suffered to remain upon any portion of the properties nor shall an owner or resident's use of a Lot endanger the health or disturb the reasonable enjoyment of any owner or resident, provided, however, that the Board of Directors of the Association shall have the sole and exclusive discretion to determine what constitutes a nuisance or endangerment, and in so making its determination may consider that any loud or continuous barking or crying out by any animal on the property to be a nuisance and may consider any other activity to be a nuisance. No part of the property shall ever be used for any illegal or immoral purpose. There shall be no activity carried on at any time within the property which shall, in the opinion of the Board of Directors of the Association, contribute unreasonably to the risk of fire.

SECTION 4. ANIMALS. No animals, poultry, livestock, rabbits or fowl of any kind shall be permitted at any time on any Lot, except that one household pet of a usual, customary, common type may be permitted to be kept by each family as a personal family pet, restrained and contained within the Lot. Each household pet must be kept in the custody and control of an adult, by leash, or other

means of physical control, when it is outside of the Lot or within the Common Area or within any adjacent public areas in the neighborhood. No animals shall be permitted to use the Common Area for purposes of elimination. No animal on any Lot shall be allowed to become a nuisance.

SECTION 5. REFUSE AND GARBAGE. All rubbish, trash or garbage shall be kept screened by adequate planting or fencing so as not to be seen from neighboring Lots and streets and shall be regularly removed from the property, and shall not be allowed to accumulate thereon.

SECTION 6. SIGNS OR BILLBOARDS. No sign or billboard of any type or kind shall be displayed to public view on the properties, except those signs or billboards initially installed by the developer and those signs, both temporary and permanent, which shall be expressly authorized in writing by the Board of Directors of the Association.

SECTION 7. DECLARANT'S SALES FACILITIES. Notwithstanding any provisions herein contained to the contrary, it shall be expressly permissible for the Declarant or the builder of said townhouses to maintain during the period of construction and sale of townhouses upon such portion of the properties as the Declarant deems necessary such facilities as, in the sole opinion of the Declarant, may be reasonable, required, convenient or incidental to the construction of said townhouses, including, but without limitation, a business office, storage area, construction yards, signs, model units and sales office. Including right to use any such portion of the Common Area for signs, display or in any manner in connection with the sales of townhouses on the property herein described.

SECTION 8. OUTSIDE CLOTHES DRYING. Drying of clothes shall be confined to individual patios and must be kept screened by adequate planting or fencing so they cannot be seen from neighboring Lots and streets.

SECTION 9. TELEVISION OR RADIO ANTENNA. Without prior written authorization of the Board of Directors, no television or radio antennas of any sort shall be placed, allowed or maintained on any Lot or any portion of the exterior of the improvements located on the property, nor upon any structure situated upon the property.

SECTION 10. LANDSCAPING. Except in the individual patio area appurtenant to a townhouse and within a Lot, no planting or gardening shall be done.

SECTION 11. PARKING. No owner, member of his household, contract purchaser, or tenant shall park any vehicle, boat, camper or trailer or recreational

vehicle at any place of the properties, other than in the garage on the owner's Lot. No vehicle, boat, camper, trailer or recreational vehicle shall be parked in a garage unless the door of the garage may be fully closed with such vehicle inside. Parking spaces designated as "Guest Parking" shall be used only by the guest of an owner, tenant, or contract purchaser on a temporary basis. All guest parking spaces shall be subject to the control of the Board of Directors of the Association who may make rules and regulations regarding the use of guest parking spaces and the establishment of no parking zones. The Board of Directors of the Association may direct that improperly parked vehicles be towed away. No vehicle shall be parked in the streets or driveways, except for the reasonable needs of emergency, construction or service vehicles for a time limited to as briefly as possible.

SECTION 12. AUTOMOBILE REPAIRS. No automobile repairs other than normal maintenance on vehicles owned by the Owner or members of his immediate household shall be allowed, and in no event shall there be any repairs conducted in any other place than the garage on the Lot owned by the Owner of said vehicle. No racing cart, go-cart, dune buggy or dragster shall be repaired, stored, or in any manner operated on the premises. Nor shall any vehicle be operated on the premises without a muffler sufficient to meet the standards required by the State of Texas for the operation of motor vehicles on the public streets and highways of the State.

SECTION 13. REPAIR OF FIXTURES AND EQUIPMENT. All fixtures and equipment installed within a townhouse, commencing at the point where the utility lines, pipes, wires, conduit or other systems enter the Lot, shall be maintained and kept in repair by the Owner thereof. An Owner shall do no act nor any work that will impair the structural soundness or integrity of another townhouse or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other townhouses or their Owners.

SECTION 14. UNIFORM ENFORCEMENT. No action shall at any time be taken by the Association or its Board of Directors which in any manner would discriminate against any owner or owners in favor of the other owners. Violation of any restriction, condition, or covenant herein shall give QUAIL VILLAGE II ASSOCIATION and its assigns the right to enter upon the property where such violation exists

and summarily abate or remove the same at the expense of the owner of said property and such entry and abatement shall not be deemed to trespass.

ARTICLE IX.

SECTION 1. Each Lot, Townhouse and the property included in the Common Area shall be subject to an easement for encroachments created by Construction, settling and overhangs, as designed or constructed by the Declarant. A valid easement for said encroachments and for the maintenance of same, so long as it stands, shall and does exist. In the event the multi-family structure containing two or more Townhouses is partially or totally destroyed, and then rebuilt, the owners of the Townhouse so affected agree that minor encroachments of parts of the adjacent Townhouse units or Common Area due to construction shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist.

SECTION 2. There is hereby created a blanket easement upon, across, over, and under all of said Property for ingress, egress, installation, replacing, repairing, and maintaining all utilities, including but not limited to water, sewers, gas, telephones, and electricity. By virtue of this easement, it shall be expressly permissible for the providing electrical and/or telephone company to erect and maintain the necessary poles and other necessary equipment on said property and to affix and maintain electrical and/or telephone wires, circuits and conduits on, above, across and under the roofs and exterior walls of said Townhouses. An easement is further granted to all police, fire protection, ambulance and all similar persons to enter upon the streets and Common Area in the performance of their duties. Further, an easement is hereby granted to the Association, its officers, agents, employees, and to any management company elected by the Association to enter in or to cross over the Common Area provided for herein. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on said property except as initially programmed and approved by the Declarant or thereafter approved by Declarant or the Association's Board of Directors. Should any utility furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, Declarant shall have the right to grant such easement on said property without conflicting with the terms hereof. The easements provided for in this Article IX shall in no way affect any other recorded easement on said premises.