

**QUAIL TRAIL 3 SUBDIVISION  
RESTRICTIVE COVENANTS**

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF ORANGE §

That **PEVCO, LTD.**, a Texas Limited Partnership, whose mailing address is 2611 MacArthur Dr., Orange, Orange County, Texas 77630, owner of a subdivision named **QUAIL TRAIL 3 SUBDIVISION** of record in Volume 10, Page 163, of the Map Records of Orange County, Texas, reference to which map or plat is made for all purposes, does hereby publish, establish and record the following restrictions:

1. The tracts in **Quail Trail 3 Subdivision** in the **T.&N.O.RR. Section 9, Abstract 187, Orange County, Texas**, shall be used for the purpose of private single family residences.
2. No more than one dwelling shall be permitted to remain on any tract or lot in this subdivision.
3. No building or structure shall be erected within fifty (50') feet of the front property lines, within ten (10') feet of the side lines or within ten (10') feet of the back property lines of any tract or lot.
4. No structures shall be erected or placed on any tract unless built of solid permanent materials with pleasing exterior. No structures shall have tarpaper, rolled brick siding or similar material on the outside walls. Outside materials for pitched roofs shall be asphalt shingles or their equivalent in permanency.
5. Sewage disposal systems shall be of a type approved or recommended by the State of Texas and at all times maintained in a proper condition.
6. The exterior of any structure constructed on any tract shall be completed within 6 months from the date of commencement of construction.
7. Dwellings shall contain not less than 500' of living area, exclusive of porches and garages. Every building constructed or placed on any lot shall be of new construction. Old houses are expressly prohibited from being moved into the subdivision.
8. Fencing shall be permitted on property lines, but it should be noted that there is a utility easement on all sides of tracts. Any fencing shall be done in a neat, orderly and professional manner.
9. Easements for installation and maintenance of utilities and drainage facilities are reserved for a distance of ten (10') feet on all sides of each lot.

10. A lot owner may camp or erect a tent or camper on his lot for temporary use not to exceed a period of fourteen (14) days.
11. Mobile homes may be placed on and used upon the land only if they are in good condition and repair, less than ten (10) years in age and of attractive design and appearance. All mobile homes must be under skirted within 60 days with material matching or in contrast with the exterior of the mobile home.
12. For fifteen (15) years from the date hereof, the land shall be used only for residential purposes.
13. Livestock or poultry shall be permitted if properly caged and maintained. Saddle stock and cattle will be permitted at the rate of one (1) head per 1/2 acre, maximum. Dogs, cats and other household pets shall be permitted at the rate of one (1) head per 1/2 acre. Hogs or swine shall be permitted only on lots of four (4) acres or larger in size at the rate of one (1) head per acre.
14. No portion of the land shall be used as a dumping ground for rubbish or trash, and the land shall be kept clean and free of any boxes, rubbish, trash, junk vehicles (which is meant to include any non-operative vehicle) or any other unsightly items incompatible with residential usage. No outside toilet or privy shall be erected or maintained on the land.
15. For fifteen (15) years from the date hereof, the land shall not be further subdivided into tracts of less than two (2) acres.
16. All dwellings, including houses and mobile homes, must be placed parallel or perpendicular to the front property lines.
17. If the owner of the land shall violate any of the provisions of these restrictive covenants, any owner governed by these conditions or covenants herein shall be entitled to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either prevent him or them from so doing or to recover damages or other dues for such violation, or both.
18. Invalidation of any one or more of these covenants and restrictions by judgement of any Court shall in no wise affect any of the other covenants, restrictions and provisions herein contained, which shall remain in full force and effect.
19. No lot or lots within this subdivision may be used for roadway purposes to access properties which are not a part of this subdivision without the express written consent of PEVCO, LTD., its successors or assigns.
20. The provisions hereof shall run with the land and be binding for a period of fifteen (15) years from the date hereof, at which time, all provisions shall be automatically extended for successive periods of ten (10) years each, unless prior to expiration of

any such period, the then owners of 60% of the lots in the subdivision shall have executed and recorded an instrument changing the provisions herein.

EXECUTED this 1<sup>st</sup> day of June, 2005.

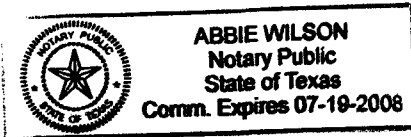
PEVCO, LTD.  
By: OKRE, L.L.C., General Partner

By: *William G. Oliver*  
Its Manager

THE STATE OF TEXAS §

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This instrument was acknowledged before me on the 1<sup>st</sup> day of June, 2005, by William G. Oliver, Manager of OKRE, L.L.C., a Texas Limited Liability Company, acting as General Partner of PEVCO, LTD., a Texas Limited Partnership, as the act and deed of said company and on behalf of said partnership.



*Abbie Wilson*  
Notary Public, State of Texas

FILED FOR RECORD

'05 JUN 21 P2:30

RECORDING REQUESTED BY: *FB*  
AFTER RECORDING, RETURN TO:

William G. Oliver  
Pevco, Ltd.  
2611 MacArthur Drive  
Orange, TX 77630-4819

KAREN JO YANCE  
COUNTY CLERK  
ORANGE COUNTY, TEXAS  
BY: *Amaliquil Cook*

*700-1500-RA + 100-SF + 500-RA*