

## EXHIBIT 1

### DEED RESTRICTIONS *MALLARD GLEN SUBDIVISION* San Augustine County, Texas

- 705 Ventures, LLC, the developer of the Subdivisions or the owner of any lot in the Subdivision, shall have the right to enforce, by any proceeding at law in equity, these restrictions.
- No lot in the Subdivision shall be used or maintained as a dumping ground for rubbish or trash, and no garbage or other waste shall be kept except in sanitary containers. All incinerators or other equipment and the storage and disposal of such material shall be kept in clean and sanitary fashion.
- Each tract or lot shall be used for residential purposes only. Each dwelling shall be (single family) and shall not be less than 1500 square feet, exclusive of porches, terraces, patios, driveways, carports and garages. Each dwelling shall be new construction.
- No noxious or offensive activity shall be carried on upon any lot in the Subdivision, or shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
- No “*Commercial*” poultry, swine or cattle operations will be allowed.
- No building shall be nearer than twenty-five (25) feet to either side of a lot line, and the minimum set-back of all buildings from the front lot lines shall be fifty (50) feet, except in cases of combination of two Tracts into one, in which case the middle Tract line setbacks may be disregarded.
- One division of each lot is permitted. The subdivided lot carries the same restrictions as the lot it was divided from. Only one single family dwelling allowed per lot.
- No mobile homes (or) mobile home rental parks, commercial rental storage sheds; buildings or R.V. rental spaces will be located on any lot.
- No structure of a temporary character, manufactured home, double-wide manufactured home, trailer, tent, shack, garage, barn or other outbuilding shall be used on any Tract at any time as a residence, either temporarily or permanently. However, RV’s shall be allowed on a temporary basis for up to 120 days for home construction purposes.
- Any damage caused to the subdivision road(s) resulting from logging operations (timber harvesting), or heavy equipment movement shall be the direct responsibility of the lot/tract owner ordering or directing such activities.

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- These restrictive covenants may be enforced by the owner of any other lots.
- Invalidation of any one of these covenants and restrictions by judgement or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.
- **TERM**: These covenants are to run with the Tract or Tracts and shall be binding on all parties and all person claiming under them for a period of twenty-five (25) years from the date of these covenants, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the Tracts has been recorded, agreeing to change said covenants in whole or in part.