



TBPE Firm No. F-5755
 TBPLS Firm No. 10123800
 LA EF.0005711
 3737 Doctors Drive
 Port Arthur, Texas 77642
 Office (409) 983.2004
 Fax (409) 983.2005

DM

ENGINEERING REPORT
 FOR
 RAYBURN RIDGE PHASE 1
 SABINE COUNTY, TEXAS
 FEBRUARY 2021

This Engineering Report is authorized by T-Hardin Properties, LLC, DBA Rayburn Ridge. It is required as part of the Sabine County, Texas subdivision rules (Rules) for filing a final subdivision plat in the said County Records.

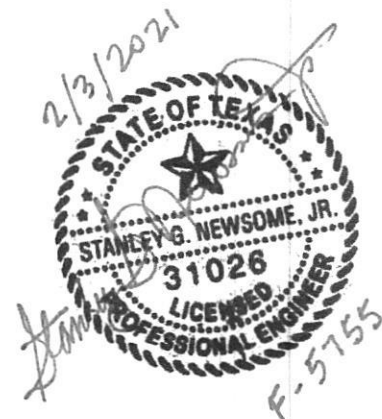
The subject subdivision will have individual water wells for each lot. Each lot owner will be responsible for having a water well drilled for domestic use. The subdivision will have a non-public water system as noted under Section 2.2 (b) of the Rules. T-Hardin Properties, LLC, DBA Rayburn Ridge, the subdivider, contracted with BJ's Water Well Drilling to drill two (2) wells that would be representative of the quantity and quality for the subdivision. Potable water was produced in both wells. Please see the attached statement from the well driller which also indicated that the water is available in enough quantity as to support the subdivision. Also attached to this report is a letter, six pages, from Angelina & Neches River Authority to BJ's Water Well Drilling in reference to tests run on the water quality of the two wells. Based on a conversation with the well drilling company the water generally meets the requirements of the Texas Commission on Environmental Quality 290 Rules without any treatment.

Each lot in the subdivision will have its own on-site wastewater treatment, to be installed by each lot owner. The quantity generated is to be less than 5,000 gallons per day and treatment is to conform to 30 TAC 285 for On-Site Sewage Facilities (OSSF) and the Sabine County, Texas subdivision rules.

Respectfully submitted,

Stanley G. Newsome, Jr.
 Stanley G. Newsome, Jr., P.E., RPLS
 Engineer

Attachment



BJ's Water Well Drilling

LC# 2177 MWP

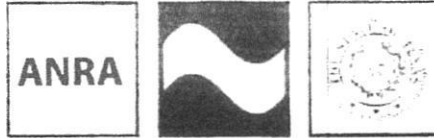
408 County Road 018
Jasper, TX 75951
Phone: (409) 384-9888
Fax: (409) 489-9727
E-Mail:
bjwaterwell@yahoo.com
Web:
www.bjwaterwelldrilling.com

August 5, 2020

To Whom it May Concern:

In reference to Rayburn Ridge subdivision, owned by Theron Tate; BJ's Water Well Drilling was hired to perform a test well and a complete well. BJ's Water Well Drilling has drilled 1 test well and 1 complete well at the site known as Rayburn Ridge subdivision. In the case of both wells, potable water was produced at both well locations with production rates suitable to support multiple well locations. A well report has been completed and filed with the state of Texas for the current completed well and is available through their site. Any further wells completed by BJ's Water Well Drilling will be filed with the state according to state regulation.

BJ's Well Water Drilling
Bobby Jones, **MWP**
Lic#: 2177



ANGELINA & NECHES RIVER AUTHORITY

1/28/2021

BJ's Water Well
ATTN: Bobby Jones
408 CR 018
Jasper, TX 75951

Re: Laboratory Report for Work Order ID# 25704 (Sample ID#: 551675 - 551676)

Distribution list lindinpayne@icloud.com

The test results in this report meet all NELAP requirements related to ANRA's NELAP accredited parameters unless noted otherwise. All reports and associated data will be retained by ANR-A for a minimum of five (5) years, unless prior written agreement is made with the client.

Results are related to the samples received. This report shall not be reproduced except in full without written approval of the ANRA laboratory.

Thank you for selecting ANRA for your analytical testing. If you have any questions regarding these test results, please feel free to contact us at (936) 632-7795

Report Approved by

Sheri Smith
Laboratory Manager

OR

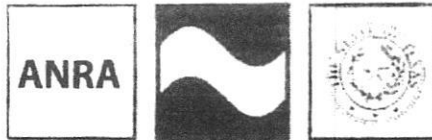
Melissa Garcia

Melissa Garcia
Quality Manager



Certificate#: T104704292

2901 N. John Redditt Drive / Lufkin, Texas 75904 / 936-632-7795
Serving the 17 county area of the Angelina & Neches River basins in East Texas



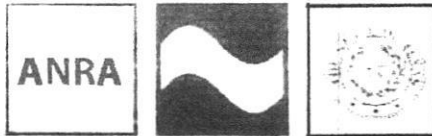
ANGELINA & NECHES RIVER AUTHORITY

Data Qualifiers

Data

Qualifier Description

- A Matrix interference present in sample.
- AI Total Coliform/E. coli is Absent in the sample.
- B Analyte detected in blank above reporting limit.
- BI BOD/CBOD LCS recovery outside method acceptance range. Sample cannot be reanalyzed.
- B2 BOD/CBOD result reported as > due to the final DO readings for all dilutions being < 1.0mg/L.
- B3 BOD/CBOD result reported as < due to none of the dilutions meeting the required depletion of at least 2.0mg/L.
- B4 BOD/CBOD dilution water blank had a depletion > 0.2mg/L.
- BS Sample result may be affected by potential toxicity. BOD/CBOD result increased as sample dilutions increased.
- B6 Difference between valid BOD/CBOD results did not meet 30% criteria .
- C Sample contained excessive amounts of chlorine. Result is estimated.
- D Sample reported from a dilution.
- D1 100ml dilution was performed on sample prior to analysis.
- E The reported concentration exceeds the instrument calibration range. Result is estimated.
- G Marginal outlier within 1% of acceptance criteria.
- H Sample analyzed out of holding time.
- 11 Sample reported as "No Result." No sample available for reanalysis.
- L Analyzed by subcontract laboratory.
- M Matrix spike recovery is outside acceptance limits.
- N Laboratory not NELAP accredited for this analyte.
- NI No NELAP accreditation is currently available for this analyte.
- P Insufficient sample volume to perform chlorine check prior to analysis.
- PI Total Coliform/E. coli is Present in the sample.
- Q Sample results rejected.
- R RPD is outside acceptance limits.
- RI The difference between the log(10) values of the sample/sample duplicate is outside the acceptance limits.
- S1 Sample received in an unverified container not supplied by the laboratory, and may not meet requirements.
- TI Analysis conducted outside of the required holding time based on client request.
- T2 Analysis conducted outside of the required 15 minute holding time.
- X See case narrative.



ANGELINA & NECHES RIVER AUTHORITY

Laboratory Analysis Report

Name: BJ's Water Well
 408 CR 018
 Jasper, TX 75951
Site: 4T Ranch
Sample Matrix: Drinking Water
Sample Type: SP -Special

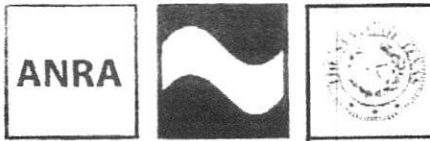
Sample ID#: 551675
Date: 1/26/2021 10:45 AM
Sampler: CLIENT
ReceiptDate: 1/26/2021 2:09 PM

Parameter	Sample Result	Unit	Data Qualifier	Client Limits	Method	Reg. Limit	Analysis	QC Batch
BACTERIOLOGICAL								
E. coli Presence/Absence	A	P/A	AI	No Limit Set	9223B	1	1/26/2021 4:52 PM	11605
Total Coliform Presence/Absence	A	P/A	AI	No Limit Set	9223B	1	1/26/2021 4:52 PM	11604
MISCELLANEOUS/OTHERS								
Reporting Code	VA- Valid Sample	(None)		No Limit Set	N/A	0	1/26/2021 4:52 PM	11606

1 = Not Within Regulatory Limits

0 = Not Within Client Limits

Note: The test results are only valid for date sample was taken.



ANGELINA & NECHES RIVER AUTHORITY



2901 N. John Redditt Dr
Lufkin, TX 75904
Phone: 936-632-7795
Web-site: www.anra.org

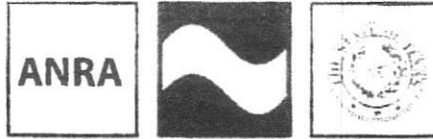
CHAIN-OF-CUSTODY RECORD



SECTION 1 - CLIENT & SAMPLER INFORMATION				SECTION 2 - RECEIPT INFORMATION (LAB USE ONLY)							
Client Name	BJ's Water Well Drilling			Temp (Me. °C)	14.4 / Corrected: 14.4	Receipt #	16171 WSA #6605				
Project Name				Thermometer ID / Calibration Factor	8 / CF: 0.0	Client Notification:					
Phone #	936-425-0006			Preservative & pH paper Standard ID #s:							
Sample Name	Dillon Davis BE water well Dillon			Subcontract Lab / PO #	PO#:						
SECTION 3 - SAMPLE CONTAINER AND PRESERVATION				SECTION 4 - INSTRUCTIONS/KEYS							
Container Letter	A			Label each individual sample container with a letter (A, B, C, etc.). If multiple analyses come from the same container, assign them the same letter, or write them in the same column.		Matrix Codes: DW = Drinking Water, NP = Non-Potable Water, S = Soil, SL = Sludge					
Container Type	S			Container Type Codes: A = Amber, AG = Amber Glass, G = Glass, P = Plastic, S = Sterile, V = Vial		Sample Type Codes: C = Composite, GS = Grab, SP = Special (DW matrix only)					
Preservative	3			Preservative Codes: 1 = None, 2 = Sulfuric Acid (H ₂ SO ₄), 3 = Sodium Thiosulfate (Na ₂ S ₂ O ₃), 4 = Nitric Acid (HNO ₃), 5 = Sodium Hydroxide (NaOH), 6 = Hydrochloric Acid (HCl)							
SECTION 5 - INFORMATION AND ANALYSES REQUESTED				SECTION 6 - FIELD ANALYSIS INFORMATION							
Sample Description	Analytes Parameter/Element	Matrix (see Section 3)	Sample Type (see Section 3)	Collection Date	Collection Time	Enter the applicable parameters in the fields below.		LAB USE ONLY			
								pH of preserved containers (e.g. A <2)	Work Order #	Sample ID #	
Rayburn Ridge	X	DW	SP	1-26-21	1409				25704	551675	
Rayburn Ridge 2	X	DW	SP	1-26-21	1409					551676	
Total Flow (MGD)				Date		Time		Transported on Ice		Received by (Signature)	
				1-26-21		1409		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Oves 0 No <input type="checkbox"/> Yes <input type="checkbox"/> No		K. Rader	
										1-26-21 1409	

Form ID: LAB-027
Revision: 3
Effective: 6/2020
Approved: MOG

NOTE: Section 1 - Transfer of Sample. Chain of custody must remain with the sample container to receipt at the ANRA Environmental Laboratory.
NOTE: Chain of custody must be completed by the customer (or corrected, if needed, in the form of sample drop-off) before the ANRA staff will accept samples and sign the COC as received.



ANGELINA & NECHES RIVER AUTHORITY

Sample Condition Upon Receipt (SCUR)

Client Name: BJ's Water Well # of Samples: 2 Total# of Containers: 2

Received by: KHR Received Date: 0_12_62_021 Received Time: 1_4:0_9

#	Sample Receipt Questions	Yes	No	N/A
1	Were samples submitted with a complete and correct chain of custody?	X		
2	Are the number of samples the same as stated on the chain of custody?	X		
3	Are bottle caps tight and secure?	X		
4	Were samples received within holding time for requested analyses?	X		
5	Is the volume of sample sufficient for the requested analyses?	X		
6	Is sufficient air space present in the bottle for microbiological analysis?	X		

SOUTHEAST TEXAS REAL ESTATE, INC.

8937 5TH ST.

BEAUMONT, TX 77705

409-781-2600

March 19, 2021

RE: Proposed Subdivision – Rayburn Ridge

Sabine County Commissioners Court,

T-Hardin properties, DBA Rayburn Ridge, would like to request approval and acceptance of the Rayburn Ridge Subdivision Phase 1 access road dedication to Sabine County road system, including maintenance.

Thank you for your time and consideration.

Theron Tate

409-781-2600

ttate@luxuryapartmentsonline.com

SOUTHEAST TEXAS REAL ESTATE, INC.

8937 5TH ST.

BEAUMONT, TX 77705

409-781-2600

February 10, 2021

**SOIL CEMENT
TYPE 1 PORTLAND PROCESSING PROCEDURES**

RE: 2,250' of proposed road in Rayburn Ridge Phase 1 sub-division

The road of approximately 2,250' with 16' top calls for 120 tons of cement, based on applying 60#'s per square yard. Figuring the loads at 25 tons per load, 4.8 loads will be needed. The road will be staked for 5 loads. The 6th load, which is an extra load, will be used in the wider curves where driving top exceeds 16', or to strengthen any deficiencies.

The motor grader will shape the road and pull ditches where needed while a sheep foot roller is compacting. Once the road is built, a slight roll of dirt will be put on each side of the road at exactly 16' to hold the cement while it is being spread. The 5 loads will be staked at 560' between each load.

After the loads are spread, a Cat RM 300 or 500 mixer will cut the Portland in at a depth of 12". Paying close attention to the hydraulic door settings on the mixer to assure a good mix is obtained. A sheep foot roller is behind the mixer with the motor grader laying the material back down. The next cut will be wet at 10" of depth. A water truck is put ahead of the mixer applying water to activate the cement. Once again, a sheep foot roller and blade will be used to lay the material back down. Lastly, the road is rolled with a vibratory 84" drum roller for the final step. It is always best to stay off of the cement 48 to 72 hours if possible, to let it cure. After curing 4" of aggregate topping is applied and compacted, we burn the top of road off with a blade to remove the fluff.

SOUTHEAST TEXAS REAL ESTATE, INC.

8937 5TH ST.

BEAUMONT, TX 77705

409-781-2600

March 19, 2021

RE: Proposed Subdivision – Rayburn Ridge

Sabine County Commissioners Court,

T-Hardin properties, DBA Rayburn Ridge, would like to request approval and acceptance of the Rayburn Ridge Subdivision Phase 1 along with the access road dedication to Sabine County.

Please see the following items in accordance with the Sabine County, Texas Model Subdivision Rules:

1. Final Plat for review
2. Engineering report including all test well reports
3. Letter of request regarding road maintenance
4. Narrative describing proposed road construction details
5. Proposed Declaration of Restrictive Covenants for review

Thank you for your time and consideration.

Theron Tate

409-781-2600

ttate@luxuryapartmentsonline.com

**Declaration of Restrictive Covenants for Rayburn Ridge Phase No. 1,
Being a Subdivision of 17.259 Acres of Land**

Basic Information

Date: _____, 2021

Declarant: T-Hardin Properties, LLC, a Texas limited liability company, dba Rayburn Ridge

Property: Tract No. 1 (Lots 1-9) Containing 13.607 Acres of Land; Tract No. 2 (Lots 10-13) Containing 1.057 Acres of Land; Tract No. 3, 50.00' Wide Access and Utility Easement Containing 2.595 Acres of Land, Acquilles Johnston Survey, A-26, Sabine County, Texas, as recorded in Sabine County, Texas and as shown on map and plat attached hereto as Exhibit "A", as well as the legal description which is attached hereto as Exhibit "B".

Purpose

The purpose of these restrictions is to insure the use of Tract No. 1 of the Property for attractive residential purposes only, and as to Tract Nos. 2 and 3, to prevent nuisances, to prevent the impairment of the attractiveness of the Property, to maintain the desired tone of the community, and thereby to secure to each site owner the full benefit and enjoyment of his home, with no greater restriction upon free and undisturbed use of his Lot. Anything tending to detract from the attractiveness and value of the property for residential purposes will not be permitted.

Definitions

"Covenants" means the covenants, conditions, and restrictions contained in this Declaration.

"Declarant" means T-Hardin Properties, LLC dba Rayburn Ridge, and any successor that acquires all unimproved Lots owned by Declarant for the purpose of development and is named as successor in a recorded document, including any successor entity owned by Declarant.

"Developer" means Declarant, or any entity who has been currently assigned the rights of Declarant or the Developer or entity who has been assigned the rights of control and management over these restrictive covenants and their application at all times, even if Developer or Declarant does not own any of the property in the subdivision.

"Lot" means each tract of land designated as a Lot on the Plat.

"Owner" means every record Owner of a fee interest in a Lot.

"Plat" means the Plat of the Property reflected in the attached Exhibit "A", said Plat being recorded in the real property records of Sabine County, Texas, and any replat of or amendment to the Plat made in accordance with this Declaration.

“Residence” means a detached building designed for and used as a dwelling by a Single Family and constructed on one or more Lots.

“Single Family” means a group of individuals related by blood, adoption, or marriage or a number of unrelated roommates not exceeding the number of bedrooms in a Residence.

“Structure” means any improvement on a Lot (other than a Residence), including a fence, wall, tennis court, swimming pool, outbuilding, or recreational equipment.

“Subdivision” means the Property covered by the Plat and any additional property made subject to this Declaration.

“Vehicle” means any automobile, truck, motorcycle, boat, trailer, or other wheeled conveyance, whether self-propelled or towed.

Clauses and Covenants

A. Imposition of Covenants

1. Declarant imposes these Covenants on the Subdivision. All Owners and other occupants of the Lots by their acceptance of their deeds, leases, or occupancy of any Lot agree that the Subdivision is subject to the Covenants.

2. The Covenants are necessary and desirable to establish a uniform plan for the development and use of the Subdivision for the benefit of all Owners. The Covenants run with the land and bind all Owners, occupants, and any other person holding an interest in a Lot.

3. Each Owner and occupant of a Lot agrees to comply with this Declaration and agrees that failure to comply may subject him or her to a fine, damages, or injunctive relief.

4. The following declarations as to limitations, restrictions, and uses to which the land and/or Lots may be put, shall constitute covenants to run with all of the land and shall be binding on all parties and all persons claiming any right, title, or interest in said land or Lots and all persons claiming under them.

B. Restrictive Covenants.

1. *Permitted Use.* Tract No. 1 (Lots 1-9) may be used only for Single Family Residential Purposes. Any commercial, business, or industrial use of any Lot is prohibited by this Declaration.

2. *Prohibited Activities.* Prohibited activities are –

- a. any activity that is otherwise prohibited by this Declaration;
- b. any illegal activity;
- c. any nuisance or noxious or offensive activity;
- d. any dumping of rubbish;

- e. any storage of –
 - i. building materials except during the construction or renovation of a Residence or a Structure;
 - ii. vehicles, except vehicles in a garage or Structure or operable automobiles on a driveway; or
 - iii. unsightly objects unless completely shielded by a Structure from any view;
- f. any exploration for or extraction of minerals. No commercial water or mineral rights are given or conveyed. No oil drilling, water drilling or development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil, natural gas or water shall be erected, maintained or permitted upon any Lot.;
- g. the drying of clothes in a manner that is visible from any street;
- h. installing a mobile home, manufactured home, manufactured housing, motor home, or house trailer on a Lot;
- i. moving a previously constructed house onto a Lot;
- j. interfering with a drainage pattern or the natural flow of surface water;
- k. blocking, obstructing, or modifying any ditches, swales, or other drainage systems that exist on the property;
- l. occupying a Structure that does not comply with the construction standards of a Residence;
- m. living in trailers, fifth wheels, recreational vehicles, or other similar vehicles;
- n. any temporary building or temporary structure used for living or in disrepair or not in accordance with the standards of the Subdivision;
- o. any repairs and maintenance of vehicles, lawn/farm equipment, appliances and other equipment on driveways and other areas open to view by the public is prohibited;
- p. any dumping, storing or accumulation of trash, debris, junk or junk cars on any subdivision property is prohibited. "Junk car" is defined as an inoperative and/or unlicensed vehicle;

- q. no chickens, swine, cows, horses or goats shall be permitted on any Lot less than five (5) acres. No animals allowed on any Lot other than domesticated dogs and cats, which shall be limited to a total of 4 per Lot. Domesticated animals shall be confined to the Owner's Lot;
- r. no nuisance, noxious, immoral, illegal or offensive activity shall be carried out or upon any Lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the public;
- s. any digging of dirt or the removal of any dirt from any Lot is prohibited, except as necessary in conjunction with landscaping or construction of improvements thereon. No ponds are allowed to be dug/installed on any Lot without prior approval by the Developer or its assigns; and
- t. no hunting and no use or discharge of firearms will be allowed from or in the Subdivision.

C. Construction and Maintenance Standards

1. With respect to Lots 1-9 of Tract 1, each lot (including land and improvements) shall be used and occupied for single-family residential purposes only.
2. All residences constructed on any portion of Lots 1-9, Tract No. 1, shall be fully finished dwellings of generally accepted building materials and constructed according to conventional methods of construction, using conventional material and completed within twelve (12) months from the date the construction is commenced. RV trailers are permitted during a construction period for new residences only, and only for the temporary personal, residential use of the Owner of the Lot. Any garage or shop shall be attached to the residences on Lots 1-9, and no separate shop building shall be permitted except with Declarant or Developer's prior approval.
3. All residences must have a minimum of 1,200 square feet of heated and cooled floor area, exclusive of basements, porches and garages. The minimum primary roof pitch for all residences shall be 8 to 12. Secondary roofs (porches) shall be sloped at no less than 4 to 12. The building plans and exterior design, materials, surfaces, color and appearance of all dwellings and all other structures and improvements of any kind must be approved by the Declarant, Developer or either of their assigns prior to the start of construction.
4. This restricted development will only allow permanently constructed homes that follow all County, State, Corp of Engineers and Local regulations.
5. No temporary structure (tent/shack), mobile, modular or manufactured home, motor home or house trailer shall be located on any Lot in the Subdivision at any time.
6. No leases or rentals of less than six (6) months allowed. Leases of only six (6) to

- twelve (12) months are allowed.
7. No structure shall be constructed or placed nearer than twenty-five (25) feet from the front boundary line on Lots 1-3 and/or nearer than fifty (50) feet from the front boundary line of Lots 4-9. All front, side and rear setbacks, as well as the location of the main residence shall be subject to the approval of the Developer or its assigns prior to construction. The intent of this is to not obstruct the lake view, which shall always be subject to Developer's approval.
 8. No residences of any kind shall be constructed on Lots 10-13; only non-commercial garage/shop buildings are permitted and shall not be constructed or placed nearer than ten (10) feet from the front boundary line of Lots 10-13 and shall compliment the residence on the corresponding Lot across the street. The building plans and exterior design and surfaces, color and appearance of all structures and improvements of any kind must be approved by the Declarant, Developer or either of their assigns, prior to the start of construction. Lots 10-13 of Tract No. 2 and Lots 6-9 of Tract No1 shall not be sold separately and shall remain under the same ownership together in following manner, Lot 6 & 13, Lot 7 & 12, Lot 8 & 11, and Lot 9 & 10).
 9. No window or wall type air-conditioners or water coolers shall be permitted to be used, erected, placed or maintained on or in any building on any part of the Subdivision. No aluminum foil, reflective film or similar treatments shall be placed on any windows or glass.
 10. Any truck, bus, recreational vehicle, boat/jet ski, boat/jet ski trailer, motorcycle or trailer, mobile home/camper, tractor, farm equipment, lawn equipment or any vehicle other than conventional automobile shall, be stored, placed or parked within the garage of the appropriate Lot Owner or concealed from view from adjoining Lots, or streets, unless approved in writing by the Declarant, Developer or either of their assigns.
 11. Individual sewage disposal septic systems shall be installed in accordance with the Texas State Board of Health regulations. No outside toilets are allowed.
 12. Every tank for storage of fuel installed outside any building must be buried or other options must be approved by the Declarant, Developer or either of their assigns, prior to installation.
 13. No lot in the subdivision can be subdivided into smaller lots. Only one residence can be constructed on each lot, except where two or more lots are contiguous, owned by a common owner and used as a residence; then, such combined lots shall be considered as one.
 14. Each Owner must keep the lot, landscaping, residence and all structures in a neat, well-maintained and attractive condition. All lot owners must maintain their own Lots to an acceptable community standard. Such maintenance includes, but is not limited to the following:

- a. Prompt removal of all litter, trash, refuse and waste;
 - b. Lawn mowing on a regular basis;
 - c. Tree and shrub pruning
 - d. Watering landscaped areas;
 - e. Keeping exterior lighting and maintenance facilities in working order;
 - f. Keeping lawn and garden areas alive, free of weeds, and attractive;
 - g. Keeping parking areas, driveways, curbs and roads in good repair;
 - h. Complying with all government health and police requirements;
 - i. Cleaning, maintenance and repainting of improvements.
15. No fence shall adversely affect any other Lot owners' sight lines. All fences and gates must be approved by the Declarant, Developer or either of their assigns, prior to installation. Privacy, wire, un-coated galvanized chain link or similar type fences are not allowed. All fences will have the good side facing out unless approved by Declarant, Developer or either of their assigns.
16. All utility pipes, wires, lines and other utilities must be buried beneath the ground except for those customarily installed above the surface in connection with the underground utilities. All service lines from service pedestal to building entrance must be buried more than 3 feet below the surface and shall comply with specifications as to size, type of wire and placement. The owner of each Lot must have the lines installed and must pay for installation from the Subdivision access road to their residence.
17. Driveway materials shall be constructed to form a hard surface using gravel or concrete.
18. In ground Pools are permitted within setback lines in the rear of residences and shall not adversely impact on other Lot owners' sight lines. The plans, design and surfaces as well as the location of the pool shall be subject to the approval of the Declarant, Developer or either of their assigns, prior to the start of construction.
19. Any residence or structure that is damaged must be repaired within one-hundred eighty (180) days and the lot restored to a clean, orderly and attractive condition. Any residence or structure that is damaged to the extent that repairs are not practicable must be demolished and removed within ninety (90) days and the Lot restored to a clean and attractive condition.
20. Declarant, Developer or either of their assigns shall have the right to undertake and perform any work necessary to bring any lot in violation of these requirements into compliance at the reasonable expense to the lot owner. Declarant, Developer or either of their assigns shall be entitled to impress a lien on the owner's land Lot in the Real Property Records of the Sabine County Clerk's office and file suit in the appropriate court to recover all damages incurred and/or for equitable relief

21. No easement in a Lot may be granted without the approval of the Declarant or Developer or either of their assigns..
22. All Residences, structures, and landscaping must be aesthetically compatible with the subdivision.

D. General Provisions

1. *Term.* This Declaration runs with the land and is binding in perpetuity.
2. *No Waiver.* Failure by an Owner, Declarant, or Developer to enforce this Declaration is not a waiver.
3. *Corrections.* Declarant, Developer or either of their assigns may correct typographical or grammatical errors, ambiguities, or inconsistencies contained in this Declaration.
4. *Amendment.* This Declaration may be amended at any time by the Declarant, Developer or either of their assigns, at any time and for any reason, even if Declarant, Developer or either of their assigns no longer owns any property in the subdivision. Developer or its assigns may, in its discretion, approve a variance of any of the use restrictions or other restrictions contained in these Declarations in order to overcome practical difficulties and prevent unnecessary hardships in the application of the restrictions set forth herein, provided that such variance will not be materially detrimental or injurious to the other Lots and the Subdivision.
5. *Severability.* If a provision of this Declaration is unenforceable for any reason, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability does not affect any other provision of this Declaration, and this Declaration is to be construed as if the unenforceable provision is not a part of the Declaration.
6. *Notices.* Any notice required or permitted by this Declaration must be given in writing by certified mail, return receipt requested. Unless otherwise required by law or this Declaration, actual notice, however delivered, is sufficient.
7. *Association.* An association of Owners will not be formed regarding this Subdivision. Declarant, Developer or either of their assigns may enforce the provisions of this Declaration.
8. *No Liability of Developer/Declarant.* Each and every property owner with property subject to these restrictions hereby agrees that Developer, Declarant and/or their assigns shall forever be deemed to be not liable to any property owner for any reason, including, but not limited to: disputes over approval of variances, disputes over any approval of construction,

disputes over enforcement of this restrictions, or any other actions taken by Developer, Declarant and/or their assigns.

Declarant

T-HARDIN PROPERTIES, LLC, DBA RAYBURN RIDGE

By: _____

Its: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____, 2021, by _____, of T-Hardin Properties, LLC, a Texas limited liability company, dba Rayburn Ridge, on behalf of said company.

NOTARY PUBLIC, STATE OF TEXAS

