Local: (936) 229-4000 Toll Free: 1-866-392-2547 For Outages: 1-800-392-5986

Fax: (936) 275-2135

July 18, 2025

Ryan Foster 15111 Old Irish Farm Rd Mount Belvieu, TX 77523

RE: Work order no. 37493 & 37494 Account No. 1345201-001

Dear Mr. Foster,

Staking has been completed for installing the electric service as you requested. Enclosed is an Indemnity Agreement and Easement that needs to be signed and returned along with your payment. The fees are as follows:

Actual Cost to Install OH Primary	\$8,923.35
Actual Cost to Install OH Lines	\$64,993.06
Total	\$73,916.41

Please remit the signed Indemnity Agreement form, the original, notarized Easement along with your payment to our office. Once we have received this information, the work order will be released for scheduling.

Payments can be made over the phone with a credit/debit card or mailed in, to my attention. Feel free to contact our office if you have any questions or would like to make payment arrangements.

Sincerely,

Pam Adkins Engineering Secretary

Enclosure – Indemnity Agreement Easement

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STATE OF TEXAS WELL REPORT for Tracking #700109

Owner:

Foster Five Investment, LLC

Owner Well #:

No Data

Address:

15111 Old Irish Farm Rd

Mont Belvieu, TX 77523

Grid #:

37-56-6

Well Location:

Lot 12 Old Belle PI off of County

Divide Rd

Pineland, TX 75968

Latitude:

31° 10' 44.15" N

Longitude:

094° 01' 13.58" W

Elevation:

No Data

Well County:

Sabine

Type of Work: New Well

Proposed Use:

Domestic

Drilling Start Date: 7/1/2025

Drilling End Date: 7/3/2025

Diameter (in.)

Top Depth (ft.)

Bottom Depth (ft.)

Borehole:

6.5

0

150

Drilling Method:

Mud (Hydraulic) Rotary

Borehole Completion:

Straight Wall

Top Depth (ft.)

Bottom Depth (ft.)

Description (number of sacks & material)

Annular Seal Data:

0

10

Cement 6 Bags/Sacks

Seal Method: Poured

Sealed By: Driller

Distance to Septic Field or other

concentrated contamination (ft.): No Data

Distance to Property Line (ft.): No Data

Distance to Septic Tank (ft.): No Data

Method of Verification: No Data

Surface Completion:

Surface Sleeve Installed

Surface Completion by Driller

Water Level:

18 ft. below land surface on 2025-07-01

Measurement Method: Air Line

Packers:

No Data

Type of Pump:

Submersible

Well Tests:

No Test Data Specified

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Strata Depth (ft.)

Water Type

Water Quality:

No Data

No Data

Chemical Analysis Made:

Did the driller knowingly penetrate any strata which

contained injurious constituents?: No

Certification Data:

The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in

the report(s) being returned for completion and resubmittal.

Company Information:

B.J Water Well Drilling

408 County Road 018 Jasper, TX 75951

Description

Driller Name:

Bobby Jones

License Number:

2177

Apprentice Name:

Bottom (ft.)

150

Austin Bangoy

Apprentice Number:

58980

Comments:

Top (ft.)

115

good

Lithology: DESCRIPTION & COLOR OF FORMATION MATERIAL

/- ()		
0	2	top
2	6	clay
6	12	sand
12	65	clay
65	72	sand
72	100	clay
100	105	sand
105	108	clay
108	115	sand

clay

Casing: BLANK PIPE & WELL SCREEN DATA

No

DIa (in.)	Туре	Material	Sch./Gage	Top (ft.)	Bottom (ft.)
3	Blank	New Plastic (PVC)	40	0	100
3	Screen	New Plastic (PVC)	40 0.008	100	120
3	Blank	New Plastic (PVC)	40	120	150

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IMPORTANT NOTICE FOR PERSONS HAVING WELLS DRILLED CONCERNING CONFIDENTIALITY

TEX. OCC. CODE Title 12, Chapter 1901.251, authorizes the owner (owner or the person for whom the well was drilled) to keep information in Well Reports confidential. The Department shall hold the contents of the well log confidential and not a matter of public record if it receives, by certified mail, a written request to do so from the owner.

Please include the report's Tracking Number on your written request.

Texas Department of Licensing and Regulation P.O. Box 12157 Austin, TX 78711 (512) 334-5540

> Well Report Tracking Number 700109 Submitted on: 7/9/2025 VOL 47 PG214



7/9/2025

BJ's Water Well Drilling ATTN: Kayla Bishop Bangoy 408 CR 018 Jasper, TX 75951

Re: Laboratory Report for Work Order ID # 35261 (Sample ID#: 570480)

Distribution list: bjwwd2177@gmail.com; bjswaterwelldrilling@gmail.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 ANRA 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

OR

Kathryn Roeder Technical Manager Ashle Wright

Quality Manager



Certificate #: TX-C24-00350

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Data Qualifiers

Data Jualifier	Description
Α	Matrix interference present in sample.
A1	Total Coliform/E. coli is Absent in the sample.
В	Analyte detected in blank above reporting limit.
В1	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.
В3	BOD/CBOD result reported as < due to none of the dilutions meeting the required depletion of at least 2.0mg/
B4	BOD/CBOD dilution water blank had a depletion > 0.2mg/L.
B5	Sample result may be affected by potential toxicity. BOD/CBOD result increased as sample dilutions increased.
В6	Difference between valid BOD/CBOD results did not meet 30% criteria.
С	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.
Н	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.
Ν	Laboratory not NELAP accredited for this analyte.
N1	No NELAP accreditation is currently available for this analyte.
P	Insufficient sample volume to perform chlorine check prior to analysis.
P1	Total Coliform/E. coli is Present in the sample.
Q	Sample results rejected.
R	RPD is outside acceptance limits.
R1	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.
T1	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.



Laboratory Analysis Report

Name:

BJ's Water Well Drilling

408 CR 018

Jasper, TX 75951

Site:

Sample C

Sample Matrix: Sample Type: Drinking Water

SP - Special

Sample ID#:

570480

Date:

7/7/2025 11:15 AM

Sampler:

CLIENT

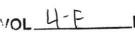
ReceiptDate:

7/7/2025 12:45 PM

Parameter	Sample Result	Units	Data Qualifier	Client Limits	Method	Reporting Limit	Analysis Date	QC Batch
BACTERIOLOGICAL			2 1/5 - 0. HB 4/12 - 0.0.		The state of the s			200000000000000000000000000000000000000
E. coli Presence/Absence	A	P/A	A1	No Limit Set	9223B	0	7/7/2025 4:52 PM	19904
Total Coliform Presence/Absence	A	P/A	A1	No Limit Set	9223B	0	7/7/2025 4:52 PM	19903
MISCELLANEOUS/OTHERS								
Reporting Code	VA - Valid Sample	(None)		No Limit Set	N/A	0	7/7/2025 4:52 PM	19905

* = Not Within Regulatory Limits

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



^{** =} Not Within Client Limits





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

CHAIN-OF-CUSTODY RECORD



ANGELINA & NECHES RIVER AUTHORITY										BORKTO			
SECTION A - CLIENT & SAMPL	ER INFORMATION	11/9-2		1		SECTIO	ON B - SAMPLE RECEI	PT INFORMATION (LAB	USE ONL	LY)			
Client Name BJS Water Wa	ell Dalla	73			Tempe	rature, °C:	Observed: 13 4	bserved: 13 4 / Corrected: 13.6 Receip			ceipt #: 39 197		
Project Name 20T 12		0	T	Thermometer ID / Correction Factor: T			THERM- 9 /CF: 0.2 Client No			nt Notification:	Notification:		
Phone # 832 425 (2000			Preservative & pH paper Standard ID #s:					Co			14.00		
Sampler Name AUSTIN BANGON					Subcontract L	ab / PO #: 9	Sub Lab:	PO#:					
SECTION C - SAMPLE CONTAINER	S AND PRESERVATION	ON				THE REAL PROPERTY.	SECTION D -	INSTRUCTIONS/KEYS					
Container Letter	A							. If multiple analyses co nem in the same column	- IV	Matrix Codes: DW = D NP = Non-Potable Wat			
Container Type	S		Contai	ner Typ	e Codes: A = Amb	er, AG = Am	ber Glass, G = Glass, I	= Plastic, S = Sterile, V		SL = Sludge			
Preservative	3		4 = Nit	tric Acid			cid (H ₂ SO ₄), 3 = Sodiu le (NaOH), 6 = Hydroc	m Thiosulfate (Na ₂ S ₂ O ₃). hloric Acid (HCI)		Sample Type Codes: C G = Grab, SP = Special			
SECTION E - SAN	MPLE INFORMATION	AND ANALYSES	REQUEST	ED	La contraction	LOS OF	The second contract of	FIELD ANALYSES/INFOR		The second secon	G-SAMPLE ID		
	5		-				Enter the applic	able parameters in the	fields bel	ow. LAB	USE ONLY		
Analyses	Iserce/Abser		Matrix (see Section D)	Sample Type (see Section D)	Collection Date	Collection Time				pH of preserved containers	Work Order #: 35261		
Sample Description			(e.g. A <2)										
Sample C	\times		DW	SP	07/07/25	11.15				200 A	570480		
2													
3													
5													
5										7 1 2 1			
6													
7											17		
8										1754.7			
9										1 (1) (4) (4) (4) (4) (4) (4) (4) (4) (4) (4			
10													
SECTION H - COMPOSITE DATA (if Composite	marked above)	de la companya del companya de la companya del companya de la comp				SECTIO	N I – TRANSFER OF SA	MPLE CUSTODY					
Date Time T	otalizer	Relinquishe	by (Sign	ature)	Date	Tim	e Transported on	ice Received by	y (Signatur	re) Date	e Time		
Start		412			07/07/	25 1214	Yes N	· Emer R	adres	7/7/	25 1245		
End					1		Yes N	0	U	1			
Total Flow (MGD)							Yes N	0					

Form ID: LAB-027 Revision #: 3 Effective: 6/9/2020 Approved: MDG NOTE: Section I - Transfer of Sample Custody must reflect all transfers from sample collection to receipt at the ANRA Environmental Laboratory.

NOTE: Chain-of-Custody must be completed by the customer (or corrected, if needed, at the time of sample drop-off) before ANRA staff will accept samples and sign the COC as received.

Call wi results

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Sample Condition Upon Receipt (SCUR)

Client Name:		BJ's Water Well Drilling	# of Samples:	1	Total # of Containers:		1_
Received by:	EBR	Received Date:	07/07/2025	Receiv	ved Time:	12:45	

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



GOLDEN TRIANGLE CONSULTING ENGINEERS

July 9, 2025

To:

Ryan Foster

Legacy Point Subdivision

Lake Sam Rayburn, Sabine County

From:

Golden Triangle Consulting Engineers

85 Interstate 10 Frontage Road

Suite 204 A

Beaumont, Texas 77707

Re:

Engineering Report

Report Title:

Legacy Point Subdivision

Report Date:

July 9, 2025

Report Number:

10-2025-07

Foster Five Investments, LLC, a Texas limited liability company, dba Legacy Point, authorized this Engineering Report as part of the Sabine County, Texas, subdivision rules for filing a final subdivision plat in the said County Records.

Each lot in the Legacy Point Subdivision is designated to have its own On-Site Sewer Facility (OSSF) for wastewater treatment, to be installed by the lot owner. The installation and maintenance of these systems shall comply with the requirements set forth in 30 TAC §285 regulations, including a maximum limit of less than 5,000 gallons per day as per the subdivision rules.

BJ's Water Well Drilling, LLC was contracted by Legacy Point to assess the quality and quantity of potable water for the subdivision as a non-public water system in accordance with Section 2.2(b) of the Sabine County subdivision rules. Each individual lot will have its own water well in accordance with the Legacy Point's Declaration of Restrictive Covenants B.25. One well was drilled by BJ's Water Well Drilling on the site and water quality analysis was performed. Samples

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were submitted to the Angelina & Neches River Authority for testing in compliance with 30 TAC § 290. BJ's Water Well Drilling determined that the test well demonstrated sufficient capacity to supply water to multiple well locations. The BJ Water Well Drilling, LLC letter can be found in the attachment. The Angelina & Neches River Authority (ANRA) environmental lab confirmed that total coliform and E. coli were absent. The full laboratory report from ANRA will be prepared and submitted as a supplementary document to this report.

Regards,

Dr. Hani J. Tohme, P.E.

President

Golden Triangle Consulting Engineers

409-782-9520

HAN J. TOHNE
90326

Golden Triangle Consulting Engineers 85 Interstate 10 Service Rd Suite 204A Beaumont, Texas 77707 FIRM# 17016

ATTACHMENT 1

BJ Water Well Drilling, LLC LC#2177MWP

July 8, 2025

To Whom it May Concern:

This letter is in reference to the Legacy Point Subdivision, owned by Foster Five Investment, LLC. BJ Water Well Drilling was contracted to conduct a well test and complete one water well at this site. We have successfully drilled one complete water well at Legacy Point Subdivision, which has produced portable water at rates suitable to support multiple well locations. The water test that was submitted to ANRA Environmental Laboratory came back absent of both E coli and Total Coliform. The full report will be emailed.

A comprehensive well report for the completed well has been finalized and submitted to the state of Texas, where it is available for review through their official website at twdb.texas.gov. Please be assured that any additional wells completed by BJ Water Well Drilling will be filed with the state in strict accordance with state regulations.

Sincerely, Wendi Bangoy

BJ Water Well Drilling Bobby Jones 2177MWP Austin Bangoy 58980

408 County Road 018, Jasper, TX 75951 409-769-5001 409-384-9888 832-424-0000

bjwaterwelldrilling.com bjwwd2177@gmail.com

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Declaration of Restrictive Covenants for Legacy Point on Lake Sam Rayburn, Being a Subdivision of 41.815 Acres of Land

Basic Information

Date:

July 9 ,2025

Declarant:

Foster Five Investments, LLC, a Texas limited liability company, dba

Legacy Point

Property: Tract No. 1 (Lots 1-23) Containing 41.815 Acres of Land, together with a 50.00' Wide Access and Utility Easement and a 25.00' Wide Lake Access Easement; 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, Lots 1-23 of the Property for attractive residential purposes only. These covenants are intended 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 Foster Five Investments, LLC dba Legacy Point, 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

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.

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.

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.

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.

Restrictive Covenants.

Permitted Use. Tract No. 1 (Lots 1-23) may be used only for Single Family Residential Purposes. Any commercial, business, or industrial use of any Lot is prohibited by this Declaration.

- 1. 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 -
 - 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;
- 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:

- any temporary building or temporary structure used for living or in disrepair or not in accordance with the standards of the Subdivision;
- 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;
- 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.

B. Construction and Maintenance Standards

- With respect to Lots 1-23 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 1-23, 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 1-23, and no separate shop building shall be permitted except with Declarant or Developer's prior approval.
- 3. All residences must have a minimum of 1,500 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.
- 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 1-4, Lots 8 & 9, Lots 16-23 and/or nearer than fifty (50) feet from the front boundary line of Lots 5-7, and Lots 10-15. 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 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.
- 9. 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.

- 10. Individual sewage disposal septic systems shall be installed in accordance with the Texas State Board of Health regulations. No outside toilets are allowed.
- 11. 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.
- 12. 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.
- 13. 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.
- 14. 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.
- 15. 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.

- 16. Driveway materials shall be constructed to form a hard surface using gravel or concrete.
- 17. 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.
- 18. 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.
- 19. 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.
- 20. No easement in a Lot may be granted without the approval of the Declarant or Developer or either of their assigns.
- 21. All Residences, structures, and landscaping must be aesthetically compatible with the subdivision. To assist Lot Owners in understanding and complying with this requirement, the Declarant, Developer, or either of their assigns may, in their sole discretion, create, maintain, and update architectural and landscaping guidelines. Such guidelines, if created, shall be made available to Lot Owners and shall provide examples and standards for materials, colors, architectural styles, landscaping elements, and other aesthetic considerations deemed appropriate for the subdivision. Compliance with any such guidelines shall constitute compliance with aesthetic compatibility requirement, but the absence of specific guidelines shall not excuse non-compliance with the general aesthetic compatibility standard set forth herein.
- 22. Utility easements are hereby reserved and granted as shown on the Plat for the installation, maintenance, repair, and operation of utility lines and facilities, including but not limited to electrical, gas, water, sewer,

telecommunications, cable, and internet services. The following provisions shall apply to all utility easements:

- a. Easement Rights: Utility companies and service providers shall have the right to enter upon, use, and maintain the utility easements for their intended purposes at reasonable times and in a reasonable manner.
- b. Owner Restrictions: No structures, buildings, fences, or permanent improvements may be placed within utility easements without prior written approval from the affected utility companies and the Developer. Lot Owners may landscape within utility easements with plants that do not interfere with utility access or operations, subject to the right of utility companies to remove such landscaping if necessary for utility purposes.
- c. Maintenance Access: Lot Owners shall not obstruct or interfere with reasonable access to utility easements by authorized utility personnel and vehicles.
- d. Damage and Restoration: Utility companies shall restore disturbed areas within easements to substantially the same condition as existed prior to their work, subject to reasonable wear and the nature of utility operations.
- e. Contiguous Lot Ownership: When an Owner acquires fee simple title to contiguous Lots, any interior utility easements that exist solely between such commonly-owned Lots shall automatically terminate and be extinguished, provided that (i) no utility facilities are actually located within such easements at the time of common ownership, and (ii) such termination does not adversely affect utility service to other Lots in the Subdivision. Any such automatic termination shall be effective without the need for a separate recorded instrument, but the Owner may record a notice of easement termination for clarification of title.
- f. Reserved Rights: The Developer reserves the right to grant additional utility easements as may be reasonably necessary for the development and service of the Subdivision.
- 23. Access easements are hereby reserved and granted as shown on the Plat for ingress, egress, and access purposes. The following provisions shall apply to all access easements:

- a. Easement Rights: The access easements, including but not limited to the 25-foot access easement along the southern boundary of Lot 20 and the 25-foot access easement along the northern boundary of Lot 19, are reserved for the benefit of the land adjacent to and bounded by Lots 15-23 and the owners thereof for reasonable access purposes, including but not limited to pedestrian and vehicular access, maintenance access, and emergency access.
- b. Permitted Uses: Access easements may be used by the owners of the land adjacent to and bounded by lots 15-23, their family members, guests, invitees, lessees, and service providers for: i. Pedestrian and vehicular traffic; ii. Access by emergency vehicles and personnel; iii. Access by utility companies and maintenance personnel as reasonably necessary; iv. Such other access purposes as may be reasonably necessary for the beneficial use and enjoyment of such adjacent land.
- c. Owner Obligations: Lot Owners whose property is burdened by access easements shall not obstruct, interfere with, or impair the easement areas or the rights of the owners of the adjacent land bounded by Lots 15-23. No structures, buildings, fences, gates, or permanent improvements may be placed within access easements without prior written approval from the Developer.
- d. Maintenance: Unless otherwise specified, access easements shall be maintained by the Lot Owner(s) whose property is burdened by the easement, provided that all users shall exercise reasonable care to avoid damage and shall be responsible for any damage they cause.
- e. Landscaping: Lot Owners may landscape within access easement areas with materials that do not interfere with the intended access purposes, subject to the rights of the owners of the adjacent land bounded by Lots 15-23 and the approval requirements set forth herein.
- f. Duration: Access easements shall run with the land and shall be binding upon all successors and assigns of the affected Lots.
- 24. A lake access easement is hereby reserved and granted as shown on the Plat to provide all Lot Owners within the Subdivision with access to Lake Sam Rayburn. The following provisions shall apply to the lake access easement:

- a. Easement Rights: The 25-foot lake access easement burdening Lot 5 along its southeast boundary shared with Lot 6 is reserved for the benefit of all Lots within the Subdivision and their respective Owners for the purpose of accessing Lake Sam Rayburn for recreational and other lawful purposes.
- b. Permitted Uses: The lake access easement may be used by all Lot Owners, their family members, guests, invitees, and lessees for: i. Pedestrian access to and from the lake; ii. Carrying or transporting boats, watercraft, fishing equipment, and other recreational items to and from the lake; iii. Temporary staging of watercraft and equipment during loading and unloading activities; iv. Such other lake access purposes as may be reasonably necessary for the enjoyment of lake privileges.
- c. Prohibited Uses: The following activities are prohibited within the lake access easement: i. Permanent storage of boats, watercraft, equipment, or personal property; ii. Construction of structures, docks, or permanent improvements without prior written approval from the Developer; iii. Blocking or obstructing the easement area; iv. Any use that unreasonably interferes with other Lot Owners' access rights.
- d. Maintenance: The lake access easement shall be maintained in a safe and usable condition. The Developer may establish reasonable rules and procedures for maintenance responsibilities and cost allocation among Lot Owners.
- e. Owner Obligations: The Owner of Lot 5 shall not obstruct, interfere with, or impair the lake access easement or the rights of other Lot Owners to use the easement for its intended purposes.
- f. Duration: The lake access easement shall run with the land and shall be binding upon all successors and assigns of all affected Lots.
- 25. All water wells constructed within the Subdivision shall comply with the following requirements:
 - a. Licensed Installation: All water wells must be constructed and installed by a licensed water well driller who holds a valid license issued by the Texas Department of Licensing and Regulation or other applicable state agency.

- b. Permits and Approvals: Prior to construction of any water well, the Lot Owner must obtain all required permits from applicable governmental authorities, including but not limited to the Texas Commission on Environmental Quality, Sabine County, and any other regulatory agencies having jurisdiction. Proof of all required permits must be provided to the Developer before construction begins.
- c. Location Restrictions: Water wells must be located in compliance with all applicable setback requirements, health department regulations, and septic system separation distances. Wells must be positioned to avoid interference with utility easements, drainage systems, and neighboring properties.
- d. Construction Standards: All water wells must be constructed in accordance with Texas Water Well Drillers and Pump Installers Rules (16 TAC Chapter 76) and all other applicable state and local regulations governing water well construction, including proper casing, sealing, and completion requirements.
- e. Testing and Quality: Water wells must be tested for water quality and quantity in accordance with applicable health department requirements. Results must be provided to the appropriate governmental authorities as required by law.
- f. Maintenance and Safety: Lot Owners are responsible for ongoing maintenance of their water wells and must ensure proper well head protection, sanitary seals, and compliance with all safety requirements. Abandoned or unused wells must be properly plugged and sealed in accordance with state regulations.
- g. Registration: All water wells must be registered with the Texas Department of Licensing and Regulation and any other applicable agencies as required by law.
- h. Compliance: Lot Owners are responsible for ensuring continued compliance with all applicable regulations throughout the life of the water well.

C. General Provisions

1. *Term.* This Declaration runs with the land and is binding in perpetuity to the extent permitted by law.

- 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.
- 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.

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:

FOSTER FIVE INVESTMENTS, LLC, DBA

LEGACY POHNT

By:

Ryan C. Foster, Managing Member

STATE OF TEXAS

§ §

§

COUNTY OF SABINE

This instrument was acknowledged before me on this the day of July, 2025, by RYAN C. FOSTER, as Managing Member of FOSTER FIVE INVESTMENTS, LLC, a Texas limited liability company, dba Legacy Point, on behalf of said company.

NOTARY PUBLIC, STATE OF TEXAS

DIMITRY MANZANO
Notary Public, State of Texas
Comm. Expires 03-10-2029
Notary ID 128853891

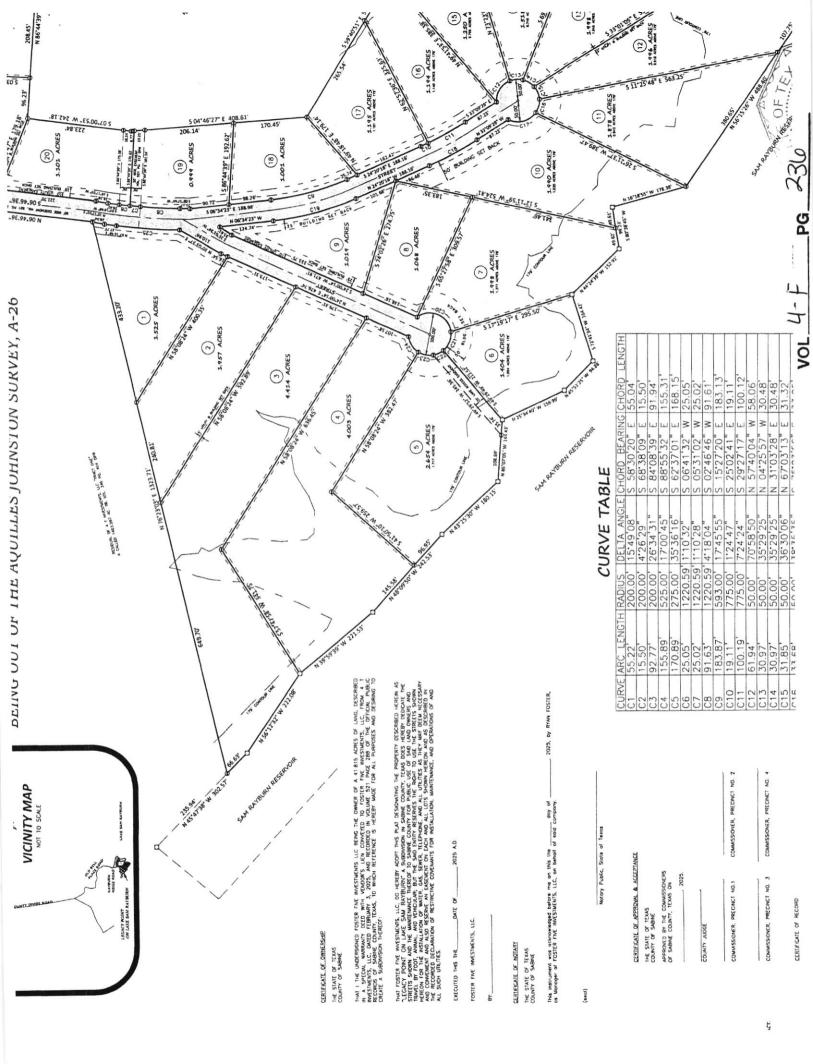


Exhibit "B"

CHIEF SURVEYING, LLC

Firm No. 10194301 717 Sabine Street Hemphill, Texas 75948 chiefsurveying@yahoo.com 936-465-3169 (cell) 409-787-1006 (office)

State of Texas, County of Sabine Aquilles Johnston Survey, A-26 (A\K\A) A.E.C Johnson Survey, A-26

> Legal Description to a 41.815 Acre Tract

Legal Description to a 41.815 acre tract in the Aquilles Johnston Survey, A-26, also known as the A.E.C Johnson Survey, A-26, of Sabine county, Texas, being out of and part of a called 1403.267-acre tract described in a special warranty deed conveyed to 4 T Investments, L.L.C., from Forestar (USA) Real Estate Group INC., dated March 28, 2011, and recorded in Volume 340 Page 404 of the Official Public Records of Sabine County, Texas. Said 41.815-acre tract is located approximately 14.75 miles Southwest from the Court House of said County, adjoins the Fee Line of Sam Rayburn Reservoir, and is further described by a metes and bounds description to-wit:

BEGINNING: At a ½" iron rod with cap Stamped "Chief Surveying" found for an angle comer of this tract and the Northwest corner of Lot #13 of the Rayburn Ridge Subdivision, Phase #1, recorded in Volume 1 Page 260 of the Plat Records of Sabine County, Texas; from which a ½" iron rod with cap Stamped "Chief Surveying" found for the Southwest corner of said Lot #13 and the Northwest corner of Lot #12 of said Subdivision bears \$ 11°03'20" E 60.00'

THENCE: S 11°03'20" E 90.00' to a 3/8" iron rod with cap Stamped "Chief Surveying" set for an angle corner of this tract and in the West boundary line of said Lot #12; from which a ½" iron rod with cap Stamped "Chief Surveying" found for the Southwest corner of said Lot #12 and the Northwest corner of Lot #11 of said Subdivision bears S 11°03'20" E 30.00';

THENCE: N 86°44'39" W 500.97' severing said 1403.267-acre tract to a 3/8" iron rod with cap Stamped "Chief Surveying" set for an angle corner of this tract;

THENCE: S 07°00'53" W 242.18' continuing to sever said 1403.267-acre tract to a 3/8" iron rod with cap Stamped "Chief Surveying" set for an angle corner of this tract;

THENCE: S 04°46'27" E 408.61' continuing to sever said 1403.267-acre tract to a 3/8" iron rod with cap Stamped "Chief Surveying" set for an angle corner of this tract;

THENCE: S 59°40'51" E 508.23' continuing to sever said 1403.267-acre tract to a concrete monument found for an angle corner of this tract, an angle corner of said 1403.267-acre tract, and an angle corner of the Fee line of Sam Rayburn Reservoir;

THENCE: S 14°12'09" B 239.04' (S 14'03'16" E 239.04') to a concrete monument found for an angle corner of this tract, an angle corner of said 1403.267-acre tract, and an angle corner of the Pas line of Sam Payhum Reservoir

THENCE: S 44°57'21" W 139.39' (S 46'07'00" w 133.37') to a 3/8" iron rod with cap Stamped "Chief Surveying" set for an angle corner of this tract, an angle corner of said 1403.267-acre tract, and an angle corner of the Fee line of Sam Rayburn Reservoir;

THENCE: N 56°15'26" W 488.40' (N 56'10'00" W 488.44') to a 3/8" iron rod with cap Stamped "Chief Surveying" set for an angle corner of this tract, an angle corner of said 1403.267-acre tract, and an angle corner of the Fee line of Sam Rayburn Reservoir;

THENCE: N 16°18'55" W 178.38' (N 15'13'29" W 178.38') to a concrete monument found for an angle corner of this tract, an angle corner of said 1403.267-acre tract, and an angle corner of the Fee line of Sam Rayburn Reservoir;

THENCE: S 80°38'45" W 99.23' (S 80'44'11" W 99.33') to a concrete monument found for an angle corner of this tract, an angle corner of said 1403.267-acre tract, and an angle corner of the Fee line of Sam Rayburn Reservoir;

THENCE: N 44°24'39" W 152.91' (N 44°17'49" W 153.00') to a concrete monument found for an angle corner of this tract, an angle corner of said 1403.267-acre tract, and an angle corner of the Fee line of Sam Rayburn Reservoir;

THENCE: S 72°41'34" W 164.42' (S 72'50'18" W 164.35') to a concrete monument found for an angle corner of this tract, an angle corner of said 1403.267-acre tract, and an angle corner of the Fee line of Sam Rayburn Reservoir;

THENCE: N 45°51'25" W 94.88' (N 45'46'48" W 94.85') to a concrete monument found for an angle corner of this tract, an angle corner of said 1403.267-acre tract, and an angle corner of the Fee line of Sam Rayburn Reservoir,

THENCE: N 25°34'40" W 159.99' (N 25'29'40" W 160.16') to a concrete monument found for an angle corner of this tract, an angle corner of said 1403.267-acre tract, and an angle corner of the Fee line of Sam Rayburn Reservoir;

THENCE: N 86°07'05" W 144.43' (N 86'01'53" W 144.35') to a concrete monument found for an angle corner of this tract, an angle corner of said 1403.267-acre tract, and an angle corner of the Fee line of Sam Rayburn Reservoir;

THENCE: N 43°25'30" W 180.15' (N 43'18'30" W 184.24') to a concrete monument found for an angle corner of this tract, an angle corner of said 1403.267-acre tract, and an angle corner of the Fee line of Sam Rayburn Reservoir;

THENCE: N 48°09'50" W 242.53' (N 48'03'19" W 242.57') to a concrete monument found for an angle corner of this tract, an angle corner of said 1403.267-acre tract, and an angle corner of the Fee line of Sam Rayburn Reservoir;

THENCE: N 39°59'39" W 221.53' (N 39°53'43" W 221.66') to a concrete monument found for an angle corner of this tract, an angle corner of said 1403.267-acre tract, and an angle corner of the Fee line of Sam Rayburn Reservoir;

THENCE: N 56°12'32" W 222.08' (N 56'05'35" W 222.12') to a concrete monument found for an

THENCE: N 06°46'36" E 379.23' continuing to sever said 1403.267-acre tract to a 3/8" iron rod with cap Stamped "Chief Surveying" set for the most Northerly Northwest corner of this tract, and in the South Right-of-Way Rayburn Ridge Road, 50' Wide Right-of-Way, Recorded in Volume 1 Page 260 of the Plat Records of Sabine County, Texas;

THENCE: with said Right-of-Way line and a curve turning to the left with an arc length of 163.49', with a radius of 200.00', with a chord bearing of S 74°00'50" E, with a chord length of 158.97' to a ½" iron rod with cap Stamped "Chief Surveying" found for an angle corner of this tract;

THENCE: N 82°34'06" E 167.04'continuing with said Right-of-Way line to a ½" iron rod with cap Stamped "Chief Surveying" found for an angle corner of this tract;

THENCE: continuing said Right-of-Way line and a curve turning to the right with an arc length of 155.89', with a radius of 525.00', with a chord bearing of S 88°55'32" E, with a chord length of 155.31' to a ½" iron rod with cap Stamped "Chief Surveying" found for an angle corner of this tract;

THENCE: S 80°25'09" E 208.73' continuing with said Right-of-Way line to a '%' iron rod with cap Stamped "Chief Surveying" found for an angle corner of this tract;

THENCE: continuing with said Right-of-Way line and a curve turning to the right with an arc length of 170.89', with a radius of 275.00', with a chord bearing of S 62°37'01" E, with a chord length of 168.15' to a ½" iron rod with cap Stamped "Chief Surveying" found for the most Easterly Northeast corner of this tract and the Northeast corner of said Lot #13 of said Subdivision;

THENCE: S 78°56'40" W 150.00' to the POINT OF BEGINNING OF THIS TRACT CONTAINING 41.815 ACRES OF LAND:

NOTES:

- This tract was Surveyed without the benefit of a current report.
- Surveyor did not locate any underground utilities or septic system on the above-described tract.
- Non-Parenthetical bearing and distances are referenced to the Texas, Central Zone, State Plane Coordinate System, NAD 83.

 Parenthetical bearing and distances cited above are of records per: Volume 340 Page 404 of the Official Public Records of said County.

Survey Prepared By:

Kristopher Burch RPLS #6646

If this Document is not signed and sealed in orange, it Shall be deemed void.

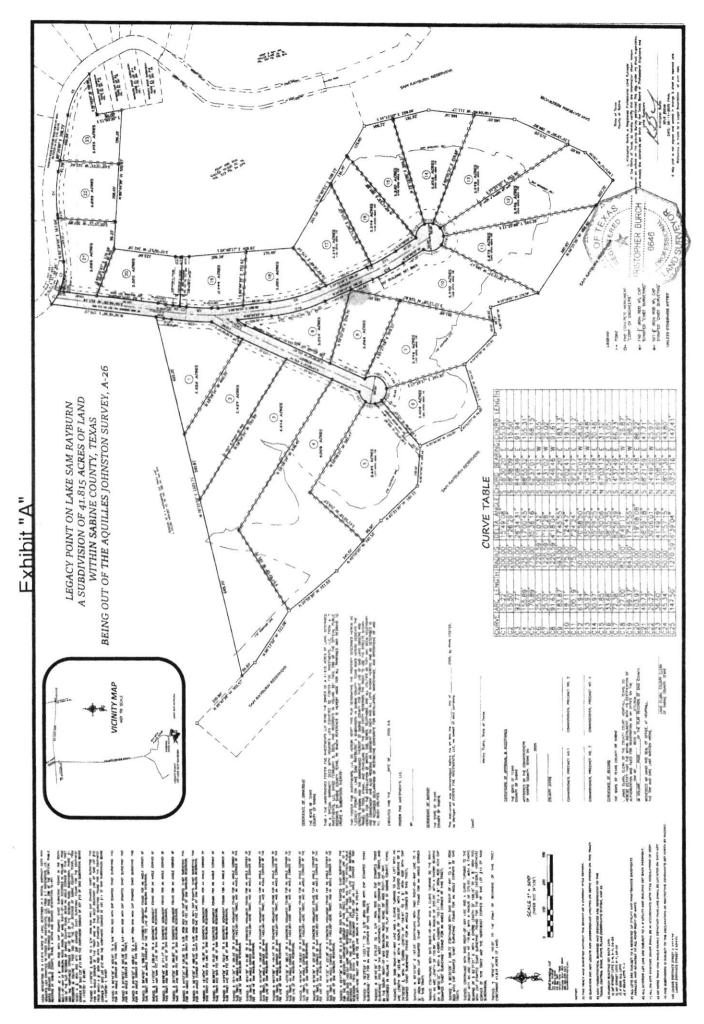
Reference is made to a Survey Plat of even date.

DATE 11-20-2024 Revised 01-28-2025

VOL 4-F PG 239

KRISTOPHER BURCH

T.#



VOL 47 PG 240