

Comal County

OFFICE OF COMAL COUNTY ENGINEER

License to Operate On-Site Sewage Treatment and Disposal Facility

Issued This Date: 06/27/2019 Permit Number: 108873

Location Description: 1447 REDCLOUD PEAK CANYON LAKE, TX 78133

Subdivision: The Ridge at Mountain Spring Ranch
Unit:
Lot: 327
Block:
Acreage:

Type of System: Aerobic Surface Irrigation

Issued to: Melonie Savadin & Paul Savadin

This license is authorization for the owner to operate and maintain a private facility at the location described in accordance to the rules and regulations for on-site sewerage facilities of Comal County, Texas, and the Texas Commission on Environmental Quality.

The license grants permission to operate the facility. It does not guarantee successful operation. It is the responsibility of the owner to maintain and operate the facility in a satisfactory manner.

Alterations to this permit including, but not limited to:

- Increase in the square feet of living area
- Increase in the number of bedrooms
- A change of use (i.e. residential to commercial)
- Relocation of system components (including the relocation of spray heads)
- Installation of landscaping
- Adding new structures to the system

may require a new permit. It is the responsibility of the owner to apply for a new permit, if applicable.

Inspection and licensing of a facility indicates only that the facility meets certain minimum requirements. It does not impede any governmental entity in taking the proper steps to prevent or control pollution, to abate nuisance, or to protect the public health.

This license to operate is valid for an indefinite period. The holder may transfer it to a succeeding owner, provided the facility has not been remodeled and is functioning properly.

Licensing Authority
Comal County Environmental Health

Michael Tays OS8497
ENVIRONMENTAL HEALTH INSPECTOR

Sandra Ann Hernandez
ENVIRONMENTAL HEALTH COORDINATOR

OS 0025599

## Comal County Environmental Health OSSF Inspection Sheet

Installer Name: J.B. Septic / Jim Blake      OSSF Installer #: \_\_\_\_\_  
 1st Inspection Date: 6/20/19      2nd Inspection Date: \_\_\_\_\_      3rd Inspection Date: 6/27/19  
 Inspector Name: Mike T.      Inspector Name: \_\_\_\_\_      Inspector Name: Mike T.  
 Permit#: 108873      Address: Mt. Spring Ranch / 1447 Redcloud

No.	Description	Answer	Citations	Notes	1st Insp.	2nd Insp.	3rd Insp.
1	SITE AND SOIL CONDITIONS & SETBACK DISTANCES Site and Soil Conditions Consistent with Submitted Planning Materials	✓	285.31(a) 285.30(b)(1)(A)(iv) 285.30(b)(1)(A)(v) 285.30(b)(1)(A)(iii) 285.30(b)(1)(A)(ii) 285.30(b)(1)(A)(i)		6/20/19		6/27/19
2	SITE AND SOIL CONDITIONS & SETBACK DISTANCES Setback Distances Meet Minimum Standards	✓	285.91(10) 285.30(b)(4) 285.31(d)				
3	SEWER PIPE Proper Type Pipe from Structure to Disposal System (Cast Iron, Ductile Iron, Sch. 40, SDR 26)	✓	285.32(a)(1)				
4	SEWER PIPE Slope from the Sewer to the Tank at least 1/8 Inch Per Foot	✓	285.32(a)(3)				
5	SEWER PIPE Two Way Sanitary - Type Cleanout Properly Installed (Add. C/O Every 100' &/or 90 degree bends)	✓	285.32(a)(5)				
6	PRETREATMENT Installed (if required) TCEQ Approved List PRETREATMENT Septic Tank(s) Meet Minimum Requirements	✓	285.32(b)(1)(G)285.32(b)(1)(E)(iii) 285.32(b)(1)(E)(iv) 285.32(b)(1)(F) 285.32(b)(1)(B) 285.32(b)(1)(C)(I) 285.32(b)(1)(C)(II) 285.32(b)(1)(D) 285.32(b)(1)(E) 285.32(b)(1)(A) 285.32(b)(1)(E)(II)(II) 285.32(b)(1)(E)(I) 285.32(b)(1)(E)(II)(I)				
7	PRETREATMENT Grease Interceptors if required for commercial		285.34(d)				

MT- 6/20/19  
 Tank set, leveled  
 operational ✓  
 Ready For Cover.

MT- 6/27/19  
 covered

**Comal County Environmental Health  
OSSF Inspection Sheet**

No.	Description	Answer	Citations	Notes	1st Insp.	2nd Insp.	3rd Insp.
8	SEPTIC TANK Tank(s) Clearly Marked SEPTIC TANK If Single Tank, 2 Compartments Provided with Baffle SEPTIC TANK Inlet Flowline Greater than 3" and " T " Provided on Inlet and Outlet SEPTIC TANK Septic Tank(s) Meet Minimum Requirements		285.32(b)(1)(E) 285.91(2) 285.32(b)(1)(F) 285.32(b)(1)(E)(iii) 285.32(b)(1)(E)(ii)(II) 285.32(b)(1)(E)(ii)(I) 285.32(b)(1)(E)(i) 285.32(b)(1)(D) 285.32(b)(1)(C)(ii) 285.32(b)(1)(C)(i) 285.32(b)(1)(B) 285.32(b)(1)(A) 285.32(b)(1)(E)(iv)				
9	ALL TANKS Installed on 4" Sand Cushion/ Proper Backfill Used		285.32(b)(1)(F) 285.32(b)(1)(G) 285.34(b)				
10	SEPTIC TANK Inspection / Clean Out Port & Risers Provided on Tanks Buried Greater than 12" Sealed and Capped		285.38(d)				
11	SEPTIC TANK Secondary restraint system provided SEPTIC TANK Riser permanently fastened to lid or cast into tank SEPTIC TANK Riser cap protected against unauthorized intrusions		285.38(d) 285.38(e)				
12	SEPTIC TANK Tank Volume Installed						
13	PUMP TANK Volume Installed						
14	AEROBIC TREATMENT UNIT Size Installed	✓		600	6/20/19		6/27/19
15	AEROBIC TREATMENT UNIT Manufacturer AEROBIC TREATMENT UNIT Model Number	✓		Clearstream			
16	DISPOSAL SYSTEM Absorptive		285.33(a)(4) 285.33(a)(1) 285.33(a)(2) 285.33(a)(3)				
17	DISPOSAL SYSTEM Leaching Chamber		285.33(a)(1) 285.33(a)(3) 285.33(a)(4) 285.33(a)(2)				
18	DISPOSAL SYSTEM Evapo-transpirative		285.33(a)(4) 285.33(a)(1) 285.33(a)(2)				



**Comal County Environmental Health  
OSSF Inspection Sheet**

No.	Description	Answer	Citations	Notes	1st Insp.	2nd Insp.	3rd Insp.
19	DISPOSAL SYSTEM Drip Irrigation		285.33(c)(3)(A)-(F)				
20	DISPOSAL SYSTEM Soil Substitution		285.33(d)(4)				
21	DISPOSAL SYSTEM Pumped Effluent		285.33(a)(3) 285.33(a)(1) 285.33(a)(2)				
22	DISPOSAL SYSTEM Gravelless Pipe		285.33(a)(3) 285.33(a)(2) 285.33(a)(4) 285.33(a)(1)				
23	DISPOSAL SYSTEM Mound		285.33(a)(3) 285.33(a)(1) 285.33(a)(2) 285.33(a)(4)				
24	DISPOSAL SYSTEM Other (describe) (Approved Design)		285.33(d)(6) 285.33(c)(4)				
25	DRAINFIELD Absorptive Drainline 3" PVC or 4" PVC						
26	DRAINFIELD Area Installed						
27	DRAINFIELD Level to within 1 inch per 25 feet and within 3 inches over entire excavation		285.33(b)(1)(A)(v)				
28	DRAINFIELD Excavation Width DRAINFIELD Excavation Depth DRAINFIELD Excavation Separation DRAINFIELD Depth of Porous Media DRAINFIELD Type of Porous Media						
29	DRAINFIELD Pipe and Gravel - Geotextile Fabric in Place		285.33(b)(1)(E)				
30	DRAINFIELD Leaching Chambers DRAINFIELD Chambers - Open End Plates w/Splash Plate, Inspection Port & Closed End Plates in Place (per manufacturers spec.)		285.33(c)(2)				
31	LOW PRESSURE DISPOSAL SYSTEM Adequate Trench Length & Width, and Adequate Separation Distance between Trenches		285.33(d)(1)(C)(i)				



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OSSF Inspection Sheet**

No.	Description	Answer	Citations	Notes	1st Insp.	2nd Insp.	3rd Insp.
32	<p>EFFLUENT DISPOSAL SYSTEM Utilized Only by Single Family Dwelling</p> <p>EFFLUENT DISPOSAL SYSTEM Topographic Slopes &lt; 2.0%</p> <p>EFFLUENT DISPOSAL SYSTEM Adequate Length of Drain Field ( 1000 Linear ft. for 2 bedrooms or Less &amp; an additional 400 ft. for each additional bedroom )</p> <p>EFFLUENT DISPOSAL SYSTEM Lateral Depth of 18 inches to 3 ft. &amp; Vertical Separation of 1ft on bottom and 2 ft. to restrictive horizon and ground water respectfully</p> <p>EFFLUENT DISPOSAL SYSTEM Lateral Drain Pipe (1.25 - 1.5" dia.) &amp; Pipe Holes ( 3/16 - 1/4" dia. Hole Size ) 5 ft. Apart</p>		<p>285.33(b)(3)(A)</p> <p>285.33(b)(3)(A)</p> <p>285.33(b)(3)(B)</p> <p>285.91(13)</p> <p>285.33(b)(3)(D)</p> <p>285.33(b)(3)(F)</p>				
33	<p>AEROBIC TREATMENT UNIT Is Aerobic Unit Installed According to Approved Guidelines.</p>	✓	285.32(c)(1)		6/20/19		6/27/19
34	<p>AEROBIC TREATMENT UNIT Inspection/Clean Out Port &amp; Risers Provided</p> <p>AEROBIC TREATMENT UNIT Secondary restraint system provided</p> <p>AEROBIC TREATMENT UNIT Riser permanently fastened to lid or cast into tank</p> <p>AEROBIC TREATMENT UNIT Riser cap protected against unauthorized intrusions</p>	✓					
35	<p>AEROBIC TREATMENT UNIT Chlorinator Properly Installed with Chlorine Tablets in Place.</p>	✓					
36	<p>PUMP TANK Is the Pump Tank an approved concrete tank or other acceptable materials &amp; construction</p> <p>PUMP TANK Sampling Port Provided in the Treated Effluent Line</p> <p>PUMP TANK Check Valve and/or Anti- Siphon Device Present When Required</p> <p>PUMP TANK Audible and Visual High Water Alarm Installed on Separate Circuit From Pump</p>						
37	<p>PUMP TANK Inspection/Clean Out Port &amp; Risers Provided</p> <p>PUMP TANK Secondary restraint system provided</p> <p>PUMP TANK Riser permanently fastened to lid or cast into tank</p> <p>PUMP TANK Riser cap protected against unauthorized intrusions</p>						
38	<p>PUMP TANK Secondary restraint system provided</p>						
39	<p>PUMP TANK Electrical Connections in Approved Junction Boxes / Wiring Buried</p>						

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OSSF Inspection Sheet**

No.	Description	Answer	Citations	Notes	1st Insp.	2nd Insp.	3rd Insp.
40	APPLICATION AREA Distribution Pipe, Fitting, Sprinkler Heads & Valve Covers Color Coded Purple?	✓	285.33(d)(2)(G)(iii)(II)285.33(d)(2)(G)(iii)(III)285.33(d)(2)(G)(v) 285.33(d)(2)(G)(iii) 285.33(d)(2)(G)(iv) 285.33(d)(2)(G)(i) 285.33(d)(2)(G)(ii) 285.33(d)(2)(G)(iii)(I)		6/20/19 		6/27/19 
41	APPLICATION AREA Low Angle Nozzles Used / Pressure is as required APPLICATION AREA Acceptable Area, nothing within 10 ft of sprinkler heads? APPLICATION AREA The Landscape Plan is as Designed	✓	285.33(d)(2)(G)(i) 285.33(d)(2)(A) 285.33(d)(2)(F)				
42	APPLICATION AREA Area Installed	✓					
43	PUMP TANK Meets Minimum Reserve Capacity Requirements						
44	PUMP TANK Material Type & Manufacturer						
45	PUMP TANK Type/Size of Pump Installed						



## Comal County Environmental Health OSSF Inspection Sheet

Installer Name: J. B. Septic / Jim Blake OSSF Installer #: \_\_\_\_\_

1st Inspection Date: 6/20/19 2nd Inspection Date: \_\_\_\_\_ 3rd Inspection Date: \_\_\_\_\_

Inspector Name: Mike T. Inspector Name: \_\_\_\_\_ Inspector Name: \_\_\_\_\_

Permit#: 108873 Address: Mt. Spring Ranch / 1447 Redcloud

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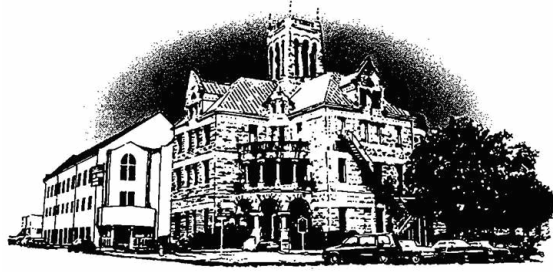
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35	AEROBIC TREATMENT UNIT Chlorinator Properly Installed with Chlorine Tablets in Place.	✓			}		
36	<p>PUMP TANK Is the Pump Tank an approved concrete tank or other acceptable materials &amp; construction</p> <p>PUMP TANK Sampling Port Provided in the Treated Effluent Line</p> <p>PUMP TANK Check Valve and/or Anti- Siphon Device Present When Required</p> <p>PUMP TANK Audible and Visual High Water Alarm Installed on Separate Circuit From Pump</p>						
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OSSF Inspection Sheet**

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42	APPLICATION AREA Area Installed						
43	PUMP TANK Meets Minimum Reserve Capacity Requirements						
44	PUMP TANK Material Type & Manufacturer						
45	PUMP TANK Type/Size of Pump Installed						



# Comal County

OFFICE OF COMAL COUNTY ENGINEER

## **Permit of Authorization to Construct an On-Site Sewage Facility Permit Valid For One Year From Date Issued**

Permit Number: 108873  
Issued This Date: 03/28/2019  
This permit is hereby given to: Melonie Savadin & Paul Savadin

To start construction of a private, on-site sewage facility located at:

1447 REDCLOUD PEAK  
CANYON LAKE, TX 78133

Subdivision: The Ridge at Mountain Spring Ranch  
Unit:  
Lot: 327  
Block:  
Acreage:

APPROVED MINIMUM SIZES AS PER ATTACHED DESIGN

Type of System: Aerobic  
Surface Irrigation

This permit gives permission for the construction of the above referenced on-site facility to commence. Installation must be completed by an installer holding a valid registration card from the Texas Commission on Environmental Quality (TCEQ). Installation and inspection must comply with current TCEQ and Comal County requirements.

Call (830) 608-2090 to schedule inspections.



\* \* \* COMAL COUNTY OFFICE OF ENVIRONMENTAL HEALTH \* \* \*  
APPLICATION FOR PERMIT FOR AUTHORIZATION TO CONSTRUCT AN  
ON-SITE SEWAGE FACILITY AND LICENSE TO OPERATE

Date 02-22-19

Permit # 108873

Owner Name Melonie Savadin & Paul Savadin,  
wife and husband  
Mailing Address 842 San Fernando Ln  
City, State, Zip New Braunfels, Texas 78132  
Phone # 361-548-1124; 210-316-2808  
Email paul.savadin@gmail.com; savadinmelonie@gmail.com

Agent Name JB Septic Systems, Inc  
Agent Address P.O. Box 1609  
City, State, Zip Helotes, Texas 78023  
Phone # 830-931-0292  
Email info@jbsepticssystemsinc.com

All correspondence should be sent to:  Owner  Agent  Both Method:  Mail  Email

Subdivision Name The Ridge at Mountain Springs Ranch Unit \_\_\_\_\_ Lot 327 Block \_\_\_\_\_  
Acreage/Legal \_\_\_\_\_  
Street Name/Address 1447 Redcloud Peak City Canyon Lake Zip 78133

Type of Development:

Single Family Residential  
Type of Construction (House, Mobile, RV, Etc.) House  
Number of Bedrooms 4  
Indicate Sq Ft of Living Area 3,310

RECEIVED

MAR 19 2019

COUNTY ENGINEER

Commercial or Institutional Facility

(Planning materials must show adequate land area for doubling the required land needed for treatment units and disposal area)

Type of Facility \_\_\_\_\_  
Offices, Factories, Churches, Schools, Parks, Etc. - Indicate Number Of Occupants \_\_\_\_\_  
Restaurants, Lounges, Theaters - Indicate Number of Seats \_\_\_\_\_  
Hotel, Motel, Hospital, Nursing Home - Indicate Number of Beds \_\_\_\_\_  
Travel Trailer/RV Parks - Indicate Number of Spaces \_\_\_\_\_  
Miscellaneous \_\_\_\_\_

Estimated Cost of Construction: \$ 350,000 (Structure Only)

Is any portion of the proposed OSSF located in the United States Army Corps of Engineers (USACE) flowage easement?

Yes  No (If yes, owner must provide approval from USACE for proposed OSSF improvements within the USACE flowage easement)

Source of Water  Public  Private Well

Are Water Saving Devices Being Utilized Within the Residence?  Yes  No

By signing this application, I certify that:

- The completed application and all additional information submitted does not contain any false information and does not conceal any material facts.
- Authorization is hereby given to the permitting authority and designated agents to enter upon the above described property for the purpose of site/soil evaluation and inspection of private sewage facilities..
- I understand that a permit of authorization to construct will not be issued until the Floodplain Administrator has performed the reviews required by the Comal County Flood Damage Prevention Order.
- I affirmatively consent to the online posting/public release of my e-mail address associated with this permit application, as applicable.

Melonie Savadin  
Signature of Owner

02-22-19  
Date

Page 1 of 2

**\*\*\* COMAL COUNTY OFFICE OF ENVIRONMENTAL HEALTH \*\*\***  
**APPLICATION FOR PERMIT FOR AUTHORIZATION TO CONSTRUCT AN**  
**ON-SITE SEWAGE FACILITY AND LICENSE TO OPERATE**

Planning Materials & Site Evaluation as Required Completed By Jim W. Blake, Sr. #2289

System Description Aerobic Treatment with Spray Irrigation

Size of Septic System Required Based on Planning Materials & Soil Evaluation

Tank Size(s) (Gallons) 400/600/700 Absorption/Application Area (Sq Ft) 4,923

Gallons Per Day (As Per TCEQ Table III) 300

(Sites generating more than 5000 gallons per day are required to obtain a permit through TCEQ.)

Is the property located over the Edwards Recharge Zone?  Yes  No

(If yes, the planning materials must be completed by a Registered Sanitarian (R.S.) or Professional Engineer (P.E.))

Is there an existing TCEQ approved WPAP for the property?  Yes  No

(If yes, the R.S. or P.E. shall certify that the OSSF design complies with all provisions of the existing WPAP.)

If there is no existing WPAP, does the proposed development activity require a TCEQ approved WPAP?  Yes  No

(If yes, the R.S. or P.E. shall certify that the OSSF design will comply with all provisions of the proposed WPAP. A Permit to Construct will not be issued for the proposed OSSF until the proposed WPAP has been approved by the appropriate regional office.)

Is the property located over the Edwards Contributing Zone?  Yes  No

Is there an existing TCEQ approval CZP for the property?  Yes  No

(If yes, the P.E. or R.S. shall certify that the OSSF design complies with all provisions of the existing CZP.)

If there is no existing CZP, does the proposed development activity require a TCEQ approved CZP?  Yes  No

(If yes, the R.S. or P.E. shall certify that the OSSF design will comply with all provisions of the proposed CZP. A Permit to Construct will not be issued for the proposed OSSF until the CZP has been approved by the appropriate regional office.)

Is this property within an incorporated city?  Yes  No

If yes, indicate the city: \_\_\_\_\_

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MAR 19 2019

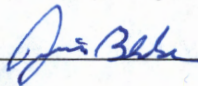
COUNTY ENGINEER

By signing this application, I certify that:

- The information provided above is true and correct to the best of my knowledge.

- I affirmatively consent to the online posting/public release of my e-mail address associated with this permit application, as applicable.

Signature of Designer



Date

3-8-19

Page 2 of 2



alc

AFFIDAVIT TO THE PUBLIC



201906009186 03/19/2019 01:26:37 PM 1/2

The County of Comal §  
State of Texas §

CERTIFICATION OF OSSF REQUIRING MAINTENANCE

According to Texas Commission on Environmental Quality Rules for On-Site Sewage Facilities (OSSF's) this document is filed in the Deed Records of Comal County, Texas.

I

The Texas Health & Safety Code, Chapter 366 authorizes the Texas Commission on Environmental Quality (commission) to regulate on-site sewage facilities (OSSFs). Additionally, the Texas Water Code (TWC), § 5.012 and § 5.013, gives the commission primary responsibility for implementing the laws of the State of Texas relating to water and adopting rules necessary to carry out its powers and duties under the TWC. The commission, under the authority of the TWC and the Texas Health and Safety Code, requires owner's to provide notice to the public that certain types of OSSFs are located on specific pieces of property. To achieve this notice, the commission requires a recorded affidavit. Additionally, the owner must provide proof of the recording to the OSSF permitting authority. This recorded affidavit is not a representation or warranty by the commission of the suitability of this OSSF, nor does it constitute any guarantee by the commission that the appropriate OSSF was installed.

II

An OSSF requiring a maintenance contract, according to 30 Texas Administrative Code § 285.91(12) will be installed on the property described as : Lot 327, The Ridge at Mountain Springs Ranch, in Comal County, Texas, according to the plat thereof recorded in Volume 15, pages 145-148, Map and Plat records, Comal county, Texas.

The property is owned by Melonie Savadin and Paul Savadin, wife and husband

This OSSF must be covered by a continuous maintenance contract for the first two years. After the initial two-year service policy, the owner of an aerobic treatment system for a single family residence shall either obtain a maintenance contract within 30 days or maintain the system personally.

Upon sale or transfer of the above-described property, the permit for the OSSF shall be transferred to the buyer or new owner. A copy of the planning materials for the OSSF can be obtained from the Comal County Engineer's Office.

WITNESS BY HAND(S) ON THIS 22 Day of February, 2019

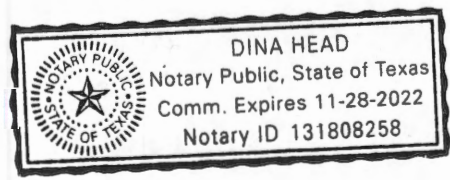
Melonie Savadin  
Melonie Savadin

Paul Savadin  
Paul Savadin

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SWORN TO AND SUBSCRIBED BEFORE ME ON THIS 22  
DAY OF February, 2019

Dina Head  
Notary Public, State of Texas



COUNTY ENGINEER

Notary/s Printed Name: Dina Head  
My Commission Expires: 11/28/2022



This page has been added to comply with the statutory requirement that the clerk shall stamp the recording information at the bottom of the last page.

This page becomes part of the document identified by the file clerk number affixed on preceding pages.

Filed and Recorded  
Official Public Records  
Bobbie Koepf, County Clerk  
Comal County, Texas  
03/19/2019 01:26:37 PM  
JESSICA 2 Page(s)  
201906009186



*Bobbie Koepf*



**J.B. Septic Systems, Inc.  
Two-Year Initial Service Policy**

**Page one**

**System Owner:  
Melonie & Paul Savadin**

Brand Name: Clearstream Wastewater System  
System Name: Primary  
Serial Number: \_\_\_\_\_  
Model Number: \_\_\_\_\_  
Permit Number: \_\_\_\_\_

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**Site: Legal Description: 1447 Redcloud Peak, Lot 327**

**The Ridge at Mountain Springs Ranch, Comal County**

COUNTY ENGINEER

J. B. Septic Maintenance, Inc. will inspect and service your Clearstream Aerobic Treatment Plant once every four months for a period of two years. The effective date of this initial maintenance contract shall be the date the License to Operate is issued.

Before this initial two-year service policy expires, JB Septic Maintenance, Inc will notify you. Upon renewal of the contract, a copy of the new contract shall be submitted to the permitting authority. If the property owner or maintenance company desire to discontinue the maintenance contract, the maintenance company shall notify, in writing, the permitting authority at least 30 days prior to the date service will cease.

**Testing and Reporting**

J.B. Septic Maintenance, Inc. shall test and report on this system as required by rule on the following:

1. An Inspection/Service Call every 4 months, which includes inspections, adjustment, and servicing of the mechanical and electrical component parts as necessary to ensure proper function.
2. An effluent quality inspection every 4 months, consisting of a visual check for color, turbidity, scum overflow, and an examination for odors.
3. A sample shall be pulled from the aeration tank every 4 months to determine if there is an excess of solids in the treatment plant. If the test results determine a need for solids removal, the user will be notified and the system will be pumped upon owner authorization.
4. If any improper operation is observed which cannot be corrected at the time, the user shall be notified immediately in writing of the conditions and the estimated date of correction.
5. If required, a chlorine residual test well be taken at each visit. (BOD and TSS annually on commercial only.) If a grab test is required, the Owner will be responsible for the cost of the grab test.

The owner is responsible for keeping chlorine (Bleach) in the chlorinator as well as the cost of the chlorine.

J.B. Septic Maintenance, Inc. has been certified by the manufacturer of your system, and will be responsible for fulfilling the requirements of this Maintenance Contract, as well as responding to any alarms and/or addressing any concerns by the owner of the system. Alarms and/or concerns will be addressed within 48 hours of the initial contact.

VIOLATIONS OF WARRANTY including shutting off the electric current to the system for more than 24 hours, disconnecting the alarm system, restricting ventilation to the aerator, overloading the system above its rated capacity, or introducing excessive amounts of harmful matter into the system, or any other form of unusual abuse.

**This Policy Does Not Include;**

1. Cost of Pumping Sludge From Unit If Necessary.
2. Cost of System Repair Due to Damage or Parts Failure Due to Neglect.
3. Cost of Replacement of "Normal Wear & Tear" Items During Routine Maintenance Visits.

The Maintenance Company and the Owner agree to abide by the service policy as stated above.

**MAINTENANCE COMPANY:**

J.B. Septic Maintenance, Inc.  
P.O. Box 1609  
Helotes, Texas 78023  
(830) 931-0292  
(210)414-6289

**MANUFACTURER:**

Clearstream Wastewater Systems, Inc.  
P.O. Box 7568  
Beaumont, Texas 77726-7568  
(409) 755-1500

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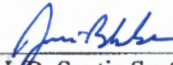
**Installation Company:**

J.B. Septic Systems, Inc.  
P.O. Box 1609  
Helotes, Texas 78023  
(830) 931-0292

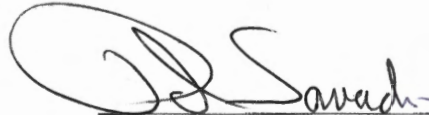
**Permitting Authority:**

Comal County Office of Environmental Health  
195 David Jonas Drive  
New Braunfels, TX 78132-3760  
(830) 608-2094

COUNTY ENGINEER

  
\_\_\_\_\_  
Jim Blake, J.B. Septic Systems, Inc.

  
\_\_\_\_\_  
System Owner

  
\_\_\_\_\_  
System Owner

Service Company Operator License Number: MP0000892



Jim W. Blake, Sr., RS 2289  
P. O. Box 1609  
Helotes, TX 78023

**J. B. Septic Systems, Inc.**

Telephone (830) 931-0292  
Fax (830) 931-0409

**RECEIVED**

**By Brenda Ritzen at 8:30 am, Mar 28, 2019**

February 18, 2019

Comal County Environmental Office  
195 David Jonas Drive  
New Braunfels, TX 78132-3760


RE: Lot 327, The Ridge at Mountain Springs Ranch  
(1447 Redcloud Peak)

To Whom It May Concern:

I hereby certify that the On-Site Sewage Facility (OSSF) design for the above referenced property complies with all provisions of the proposed Contributing Zone Plan (CZP), as approved by the Texas Commission on Environmental Quality (TCEQ).

Please contact me at the number listed above if you should have any desire to discuss this matter.

Sincerely,



Jim W. Blake, Sr.  
JB Septic Systems, Inc.

# J. B. Septic Systems, Inc.

Jim Blake  
Registered Sanitarian  
P.O. Box 1609  
Helotes, Texas 78023

Office: (830) 931-0292  
Fax: (830) 931-0409

## SITE EVALUATION

LOCATION: 1447 Redcloud Peak, Lot 327  
The Ridge at Mountain Springs Ranch, Comal County

I. USDA County Soils Survey Classification: (BtD) Brackett-Rock Outcrop

II. Soil Analysis Sample: Two soil borings located in the proposed absorption area.  
(Method and Location)

III. Soil Profile: 0 - 10" inches clay soil underlain by lenses of limestone  
(Describe sample)

IV. Soil Texture Classification:  
     Soil Class Ia         Soil Class Ib         Soil Class II         Soil Class III    X Soil Class IV

V. Soil Structure: Blocky

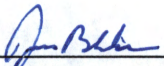
VI. Restrictive Horizons (Note any dense clay sub-soils, rock or fractured rock, depth of groundwater etc.): Rock

VII. Topography: 6- 8 % slope

VIII. Flood Hazard: On-Site Sewage Facility is not located in a flood prone area.

IX. Overall Site Suitability: The site is suitable for Aerobic Treatment with Spray Irrigation.

X. Recharge Zone: No

  
Signature

February 18, 2019  
Date

OS0003914  
Registration #

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**J.B. Septic Systems, Inc.**

Jim Blake  
Registered Sanitarian  
P.O. Box 1609  
Helotes, Texas 78023

Telephone (830) 931-0292  
Fax (830) 931-0409

**ON-SITE SEWAGE FACILITY DESIGN**

FOR: Melonie & Paul Savadin  
842 San Fernando Ln  
New Braunfels, Texas 78132

LOCATION: 1447 Redcloud Peak  
Lot 327  
The Ridge at Mountain Springs Ranch  
Comal County

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COUNTY ENGINEER

DEVELOPMENT: Proposed Four-bedroom residence with 3,310 sq. ft. living area.

ESTIMATE OF WATER CONSUMPTION: **300** gallons per day.

SEWAGE FACILITY DESCRIPTION: Clearstream Aerobic Treatment System with timer, chlorinator, sprinkler pump, and sprinkler heads covering a surface application area of 4,923 square feet. The timer is set for spray between midnight and 5:00 A.M.

**CALCULATION:**

$$\text{Application Area Required} = \frac{\text{Flow}}{\text{Soil Appl. Rate}} = \frac{300 \text{ Gals./Day}}{.064 \text{ Gals./Sq.Ft./Day}} = 4,688 \text{ Sq. Ft.}$$

**ACTUAL APPLICATION AREA TO BE COVERED:**

$$\begin{aligned} (\text{Radius of Sprinkler Head}) \times (\text{Radius of Sprinkler Head}) \times 3.14 &= \text{Sq. Ft.} \\ \text{Two Full circle sprinkler heads, each one with a 28 foot radius} &= 4,923 \text{ Sq. Ft.} \\ \text{Total} &= 4,923 \text{ Sq. Ft.} \end{aligned}$$

ELECTRICAL WIRING – All wiring must be in complete compliance with 30 Texas Administrative Code 285.34(b) (4) and with the most recent National Electric Code. All electrical components should have an electrical disconnect within direct vision.





AEROBIC TREATMENT SYSTEM COMPONENTS AND REQUIREMENTS MAR 19 2019

1. Minimum 400 gallon **Pre-Treatment Tank**.
2. **Aerobic Treatment Unit** – 600 gallon TCEQ approved unit. COUNTY ENGINEER
3. **Liquid Chlorinator** – Only E.P.A. approved chlorine (Bleach) for use with wastewater shall be used. It is the owner's responsibility to ensure that it is functioning properly and has chlorine tablets **IN IT AT ALL TIMES**.
4. 700 gallon **Pump Tank** with a minimum ½ horsepower, 18 GPM well pump (Clearstream P-20 pump or approved equivalent.)
5. **Sprinkler heads** must be impact or gear driven rotary design with a maximum inlet pressure of 40 PSI. Only low angle (13 degree trajectory) nozzles shall be used. All sprinkler heads shall be self-draining type so as to prevent in-line freezing. The exact location of sprinkler heads shall be coordinated between the installer and the property owner so that spray patterns shall not be blocked by trees, etc; a minimum of 10 feet shall be required between any sprinkler head and the base of a tree.
6. **SURFACE APPLICATION AREA** - The area to be sprayed shall have enough topsoil in place to cover the force lines and to support the growth of vegetation. This vegetation shall consist of grasses, evergreen shrubs, bushes, trees or landscaped beds containing mixed flora. Exposed surface rock in the application area shall be removed or covered with soil and seeded or grassed laid. Sloped land is acceptable if properly landscaped and terraced to minimize run-off. Distribution pipes and sprinkler heads must provide uniform distribution of treated effluent. The application rate must be adjusted so as to not produce run-off. Owners shall not allow driveways, fences, storage buildings, or other structures to be constructed over the treatment or disposal systems. Land that is used for growing food, gardens, orchards, or crops that may be used for human consumption, as well as unseeded bare ground, shall not be used for surface application.
7. **AFFIDAVIT** (signed and notarized) included with this design should be a permanent part of the real property deed. TCEQ requires that it give proper notification to future owners of the continuous maintenance and administrative requirements of this ATS system.
8. **MAINTENANCE CONTRACT:**

At the time of system installation, the contractor will submit to the authorized agent, (County Inspector) a copy of the 2-Year Full Service Maintenance Contract as required by the TCEQ. At the end of this period, the Service Maintenance Company will file a detailed report of the dates and findings of these inspections to the Authorized Agent. **NOTE: This system, like any other electrical appliance, requires routine, periodic inspections and maintenance to ensure continuous, trouble-free operations. Therefore, in accordance with TCEQ regulations, [Sec. 285.7 (F)] IT MUST BE KEPT UNDER CONTINUOUS MAINTENANCE COMPANY CONTRACT AT ALL TIMES FOR THE LENGTH OF THE LIFE OF THE UNIT.** This will ensure periodic inspections (at least every 4 months) for system compliance with effluent standards. Correct testing/evaluation of the unit will include periodic measuring of residual chlorine levels and/or fecal coliform analysis, as required by TCEQ. The unit, like a Conventional Septic Tank, must also be pumped at regular intervals.

**NOTE: SEE ATTACHMENT** for water treatment equipment and appliances installation requirements. The back flush or discharge from water treatment equipment may be discharged into an On-Site Sewage Facility as provided in this attachment. Effective April 28, 2004.

**REMARKS:** The contractor may make minor field adjustments to the system with approval of the county regulatory agency. The referenced site has been evaluated and the on-site sewerage facility has been designed generally following the requirements given by the Texas Commission on Environmental Quality and Comal County. The site evaluation and design are based upon technical information available today. The proper performance of any on-site sewerage facility cannot be guaranteed even though all provisions of the regulations have been met.

**CERTIFICATION:** I hereby certify that this sewage facility design submitted conforms to the Texas Commission on Environmental Quality and Comal County requirements, and with proper use, maintenance, and under normal climatic conditions can be expected to function without creating a nuisance.

**DATE:** February 18, 2019

  
 \_\_\_\_\_  
 Jim Blake, Professional Sanitarian #2289







STATE MANDATED REGULATION CONCERNING AEROBIC SYSTEMS

NAME: Melonie & Paul Savadin  
LOCATION: 1447 Redcloud Peak, Canyon Lake, TX 78133  
DATE: February 18, 2019

As part of the installation of this system, the Texas Commission On Environmental Quality requires the following:

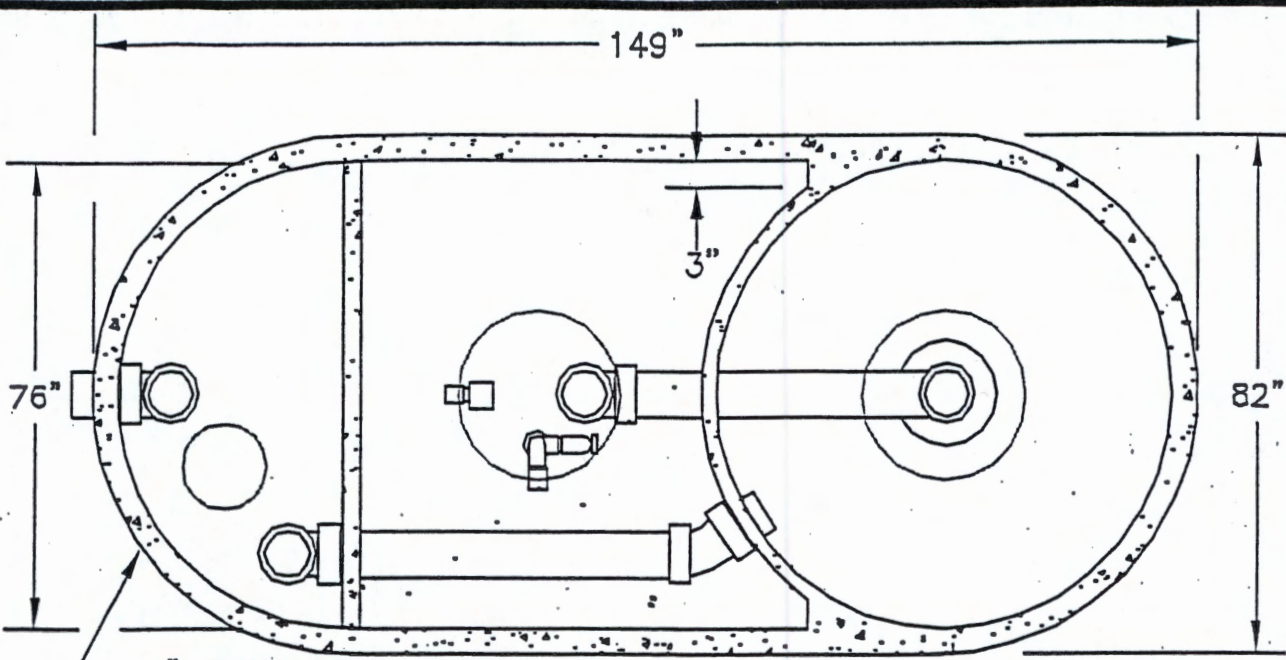
1. The property owner and the aerobic system maintenance contractor shall enter into a 2 year (minimum) full service maintenance contract in which the company will provide periodic inspections for system compliance with effluent standards. This contract will authorize the maintenance company to operate, maintain, and repair the system as needed. The costs of this service will be paid by the system's owner and may be included with the installation of the system. (See the attached Service Policy.)
2. The property owner shall submit an affidavit to the County Clerk's Office to be added to the Real Property Deed on which the surface application system is installed. (See the attached AFFIDAVIT TO THE PUBLIC.)
3. The maintenance company shall inspect this system as directed in the Service Policy and shall keep accurate records of their findings. These records shall be submitted to the County at the end of the first 2-year service life of the system.

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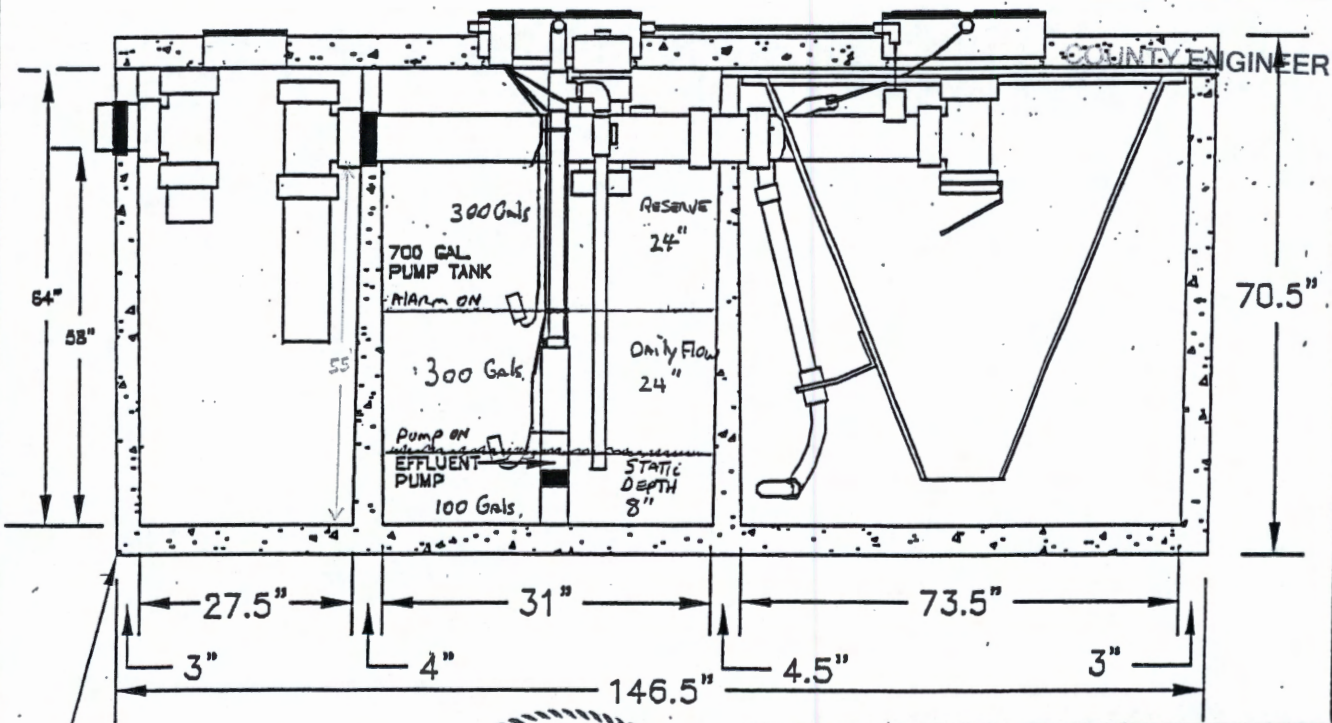




3" EXTERIOR WALL TYP.

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1.25" TAPER ON ALL EXTERIOR & INTERIOR WALLS



**CLEARSTREAM**  
**WASTEWATER SYSTEMS, INC.**  
 P.O. Box 7568 Beaumont, Texas 77729-7568

MODEL 600NC3T  
 600 G.P.D. TREATMENT SYSTEM

DRAWN: CWP	CHKD: JM	DATE: 07/04	REV: 0	REV. DATE:	NUMBER: 10000385
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# OWNER'S MANUAL

## SERIES P20 4" SUBMERSIBLE PUMP

Two Wire, 1/2 HP, 115 Volt, 60 Hz

Installation • Operation

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### LIMITED WARRANTY

Clearstream warrants to the original consumer of the products listed below, that they will be free from defects in material and workmanship for the Warranty Period from the date of installation as noted.

Product	Warranty Period
4" Submersible Pump	2 year

Our warranty will not apply to any product that has been subject to negligence, misapplication, improper installation or maintenance.

Buyer's only remedy and Clearstream's only duty is to repair or replace defective products (at Clearstream's choice). Buyer agrees to pay all labor and shipping charges associated with this warranty and to request warranty service through the installing dealer as soon as a problem is discovered. If warranty service is requested after the Warranty Period has ended, it will not be honored.

CLEARSTREAM SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, OR CONTINGENT DAMAGES WHATSOEVER.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS WARRANTIES. IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, SHALL NOT EXTEND BEYOND THE WARRANTY PERIOD PROVIDED HEREIN.

Certain states do not permit the exclusion or limitation of incidental or consequential damages or the placing of limitations on the duration of an implied warranty, therefore, the limitations or exclusions herein may not apply. This warranty sets forth specific legal rights and obligations, however, additional rights may exist, which may vary from state to state.

Supersedes all previous publications.

Clearstream, P.O. Box 9337, Beaumont, TX 77709

CLEARSTREAM

P.O. Box 9337, Beaumont, TX 77709



open. Start pump. *Slowly* open valve until the desired flow rate is reached. Final setting *must* be within pump's recommended operating range.

**OPERATION**

1. The pump must be submerged at all times during normal operation. Do not run pump dry.

2. Make sure that the float switches are set so that the pump stops before the pump runs dry or breaks suction. If necessary, adjust float switches to achieve this.

3. The motor bearings are lubricated internally. No maintenance is required or possible on the pump or the motor.

**Table 1: Recommended Fusing Data**  
115 Volt/60 Hz/1 Phase 2-Wire Cable

HP	Voltz/Hz/ Phase	Motor Winding Resistance Ohms	Max Load Amps	Locked Rotor Amps	Fuse Size Standard/ Dual Element
1/2	115/60/1	1.0-1.3	12.0	64.8	30/15

**Table 2: Power Supply Wire (Cable) Length in Feet**  
1 Phase, 2 Wire Cable, 60 Hz (Copper Wire Size - Service to motor)

Volts	HP	14 AWG	12 AWG	10 AWG	8 AWG	6 AWG	4 AWG	3 AWG	2 AWG	1 AWG	0 AWG
115	1/2	100	160	250	390	620	960	1190	1460	1780	2160

1. Maximum wire lengths shown maintain motor voltage at 95% of service entrance voltage, running at maximum nameplate amperes. If service entrance voltage will be at least motor nameplate voltage under normal load conditions, 50% additional length

is permissible for all sizes.

2. Sizes given are for copper wire. For aluminum wire go two sizes larger (i.e., if table lists #12 copper wire, use #10 aluminum wire.)

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**Motor Insulation Resistance Readings**

Normal Ohm/Megohm readings for all motors, between all leads and ground. Set ohmmeter to 100K scale. COUNTY ENGINEER

Condition of Motor and Leads	Ohm Value	Megohm Value
New motor, without power cable	20,000,000 (or more)	20.0
Used motor, which can be reinstalled in tank	10,000,000 (or more)	10.0
<b>Motor in Tank - Readings are Power Cable plus Motor</b>		
New Motor	2,000,000 (or more)	2.0
Motor in reasonably good condition	500,000 to 2,000,000	0.5-2.0
Motor which may be damaged or have damaged power cable <i>Do not pull motor for these reasons</i>	20,000 to 500,000	0.02-0.5
Motor definitely damaged or with damaged power cable <i>Pull motor and repair</i>	10,000 to 20,000	0.01-0.02
Failed motor or power cable — <i>Pull motor and repair</i>	Less than 10,000	0-0.01

**Important Electrical Grounding Information**

**WARNING**

Hazardous voltage. Can shock, burn, or kill. To reduce the risk of electrical shock during pump operation, ground and bond the pump and motor as follows:

- A. To reduce risk of electrical shock from metal parts of the assembly other than the pump, bond together all metal parts accessible at the tank top (including metal discharge pipe, metal tank top, and the like). Use a metal bonding conductor at least as large as the power cable conductors running down the well to the pump's motor.
- B. Clamp or weld (or both if necessary) this bonding conductor to the grounding means provided with the pump, which will be the equip-

ment-grounding terminal, the grounding conductor on the pump housing, or an equipment-grounding lead. The equipment-grounding lead, when provided, will be the conductor having green insulation; it may also have one or more yellow stripes.

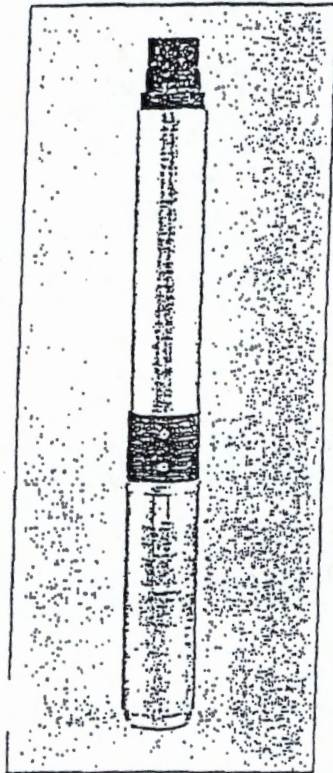
- C. Ground the pump, motor, and any metallic conduit that carries power cable conductors. Ground these back to the service by connecting a copper conductor from the pump, motor, and conduit to the grounding screw provided within the supply-connection box wiring compartment. This conductor must be at least as large as the circuit conductors supplying the pump.

**Save these instructions.**



**P20**

**Submersible Effluent Pump**



**GENERAL DESCRIPTION**

The P20 multistage submersible effluent pump constructed from precision-engineered, corrosion-resistant materials, is an industry leader in high pressure effluent removal. The floating stack design resists abrasion wear and reduces motor bearing thrust loading. These pumps feature the patented Signa-Seal™ design, which provides dry running capability in the event of a system failure. This patented Signa-Seal design has no industry equal.

**APPLICATIONS**

Designed for pumping filtered effluent.

**SPECIFICATIONS**

- Shell: stainless steel
- Discharge: fiberglass-reinforced thermoplastic
- Discharge bearing: Nylatron®
- Intermediate bearing: (on larger units) polycarbonate, nitrile rubber, and stainless steel
- Impellers: Delrin®
- Diffusers: Lexan®
- Suction caps: Lexan® with stainless steel insert
- Thrust pads: proprietary spec.
- Shaft and coupling: stainless steel
- Intake: fiberglass-reinforced thermoplastic
- Intake screen: polypropylene
- Cable guard: stainless steel
- Agency Listings: UL 778

**FEATURES**


- ❑ Patented Staging System – Our proven Signa-Seal™ staging system incorporates a harder-than-sand ceramic wear surface that when incorporated with our floating stack design, greatly reduces problems with abrasives, sand lock-up and running dry.
- ❑ Discharge – Fiberglass-reinforced thermoplastic material for durability in aggressive water. Octagon-shaped to fit pipe wrench.
- ❑ Discharge Bearing – Exclusive self-lubricating Nylatron® bearing resists wear from sand.
- ❑ Intake – Fiberglass-reinforced thermoplastic material for durability in aggressive water.
- ❑ Shaft – Positive drive from hexagonal heavy-duty 300 grade stainless steel.
- ❑ Coupling – Stainless steel press fit to pump shaft. Couples to all standard NEMA motors.
- ❑ Shell – Highest grade, heavy-walled corrosion-resistant stainless steel. Threaded for easy servicing.
- ❑ Hardware – All screws, washers and nuts are corrosion-resistant 300 grade stainless steel.
- ❑ Check Valve – Durable internal check valve.
- ❑ Cable Guard – Corrosion-resistant stainless steel guard protects motor leads. Tapered ends prevent pump from catching on wall.
- ❑ Corrosion-proof intake screen
- ❑ Franklin Electric Motor – 100% corrosion-resistant stainless steel construction. Constant lubrication through water-filled design. Hermetically-sealed stator assures moisture-free windings. Built-in surge arrester provided on 1/2 HP through 1-1/2 HP, single-phase pumps for added protection. All thrust absorbed by durable Kingsbury-type thrust bearing. Replaceable motor lead assembly. NEMA standard motors, 2- and 3-wire.

**ORDERING INFORMATION**

Model No.	HP	Max. Load Amps	Volts	Phase/Cycles	Cord Length
P20	1/2	12	115	1/60	100'

**PERFORMANCE**

Discharge Pressure PSI	57	32	44	33	19
Gallons Per Minute	10	15	20	25	30

 This product is Listed to UL Standards for Safety by Underwriters Laboratories Inc. (UL).

- © Nylatron is a registered trademark of Polymer Corp.
- © Lexan is a registered trademark of General Electric Co.
- © Delrin is a registered trademark of E.I. DuPont de Nemours and Co.

Specifications are subject to change without notice.



**— NOTE —**

We have a wide range of sump/sewage/effluent pumps to offer. If you need a catalog showing other available units, please contact your Clearstream representative.

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COUNTY ENGINEER



# PROPLUS® GEAR DRIVEN SPRINKLER SETTING INSTRUCTIONS

**NOTE:** All of our sprinklers are preset for you with a 90° arc setting, and include a pre-installed #2.5 nozzle.

## CHANGING A NOZZLE

### 1 USE YOUR K-KEY

After you remove the nozzle retention screw with your K-Key, insert the K-Key into the keyhole on the top of the turret. Then, turn the K-Key 1/4 turn so it doesn't slip out of the hole when you pull it up.

### 2 PULL UP THE RISER

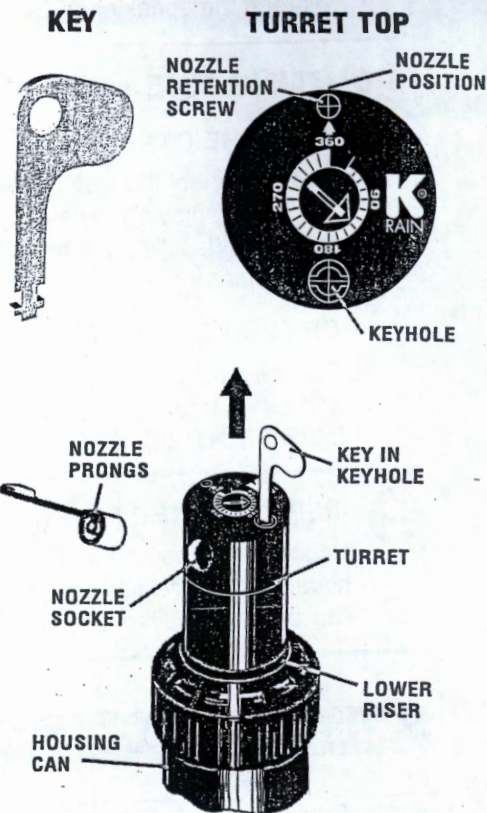
Firmly pull the entire spring loaded riser up with the K-Key to access the nozzle socket. Hold the riser up with one hand.

### 3 REMOVE THE NOZZLE

With the nozzle retention screw removed, insert the K-Key into the slot directly under the nozzle "prongs" at the top of the nozzle. Now, pivot your K-Key 1/4 of a turn to "hook" the nozzle and pull the nozzle out.

### 4 INSTALL A NOZZLE

Press the desired nozzle into the nozzle socket. Make sure the nozzle number is visible and the nozzle "prongs" are up. Then, re-install the nozzle retention screw. **NOTE:** The nozzle retention screw is also a break-up screw and adjusts the distance of the spray.

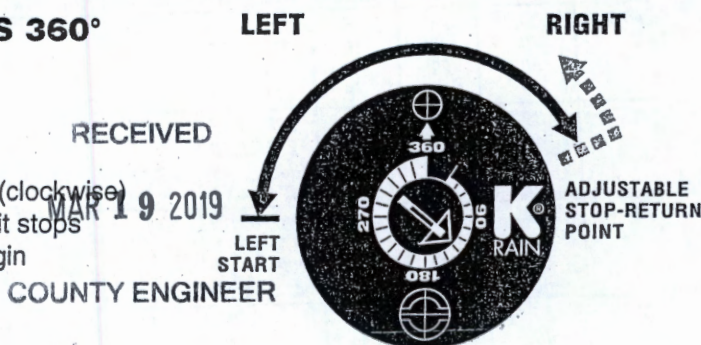


## PROPLUS IS ADJUSTABLE AND CONTINUOUS 360° ALL IN ONE MODEL

### SETTING THE ARC ADJUSTMENT (PRESET AT 90°)

### 5 FIND THE LEFT START POSITION

First, rotate the turret with your fingers around to the **RIGHT** (clockwise) until it stops. Then, rotate the turret around to the **LEFT** until it stops again. This is the **LEFT START** position. The sprinkler will begin spraying from this point and will rotate clockwise.



### 6 TO CHANGE THE ARC SETTING BEFORE INSTALLATION

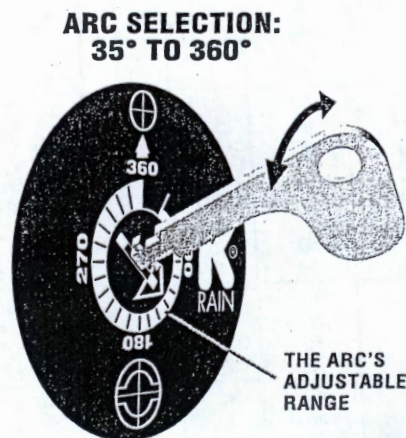
Follow step 5 above to find the **LEFT START** as a reference point. To **INCREASE THE ARC**, insert the K-Key into the arc indication **ARROW SLOT** at the center of the turret. While holding the turret with your fingers, turn the K-Key **CLOCKWISE** until the arc **INDICATION ARROW** points to the **RIGHT STOPPING POINT**.

## WHEN SET AT 360°, PROPLUS WILL ROTATE CONTINUOUSLY IN A CLOCKWISE DIRECTION.

To **DECREASE THE ARC**, hold the turret steady and turn the K-Key **COUNTERCLOCKWISE** to the desired setting.

### WITH THE SPRINKLER RUNNING

Follow step 2, hand-spinning the turret gently in the direction it is spraying. Once you have found the **LEFT START** as a reference point, following the directions to **INCREASE THE ARC** or **DECREASE THE ARC** as shown above.





## §285.37. On-Site Sewage Facilities and Water Treatment Equipment and Appliances

(a) Water treatment equipment is defined as an appliance, which includes water softeners and reverse osmosis systems, used to:

- (1) alter the mineral content of water;
- (2) alter the microbiological content of water;
- (3) alter other substances found in water; or
- (4) purify water.

(b) Back flush or discharge from water treatment equipment installed on or after September 1, 2003, may be discharged into an on-site sewage facility (OSSF) as provided in this subsection.

(1) Water softener.

(A) The water softener must regenerate using a demand-initiated regeneration (DIR) control device. The water softener must be clearly labeled as being equipped with a DIR control device as follows:

- (i) the label shall be affixed to the outside of the water softener so the label can be easily inspected and read; and
- (ii) the label shall provide the name of the company that installed the water softener.

(B) A water softener may be connected to an OSSF with a non-standard or proprietary treatment system only as described in §285.32(c) and (d) of this title (relating to Criteria for Sewage Treatment Systems) if the water softener drain line:

- (i) bypasses the treatment system; and
- (ii) connects directly to a pump tank if the OSSF has a pump tank or directly to the pipe between the treatment system and the disposal system if no pump tank exists.

(C) An owner may continue to use a water softener that discharges to an OSSF and does not meet the requirements of subparagraph (A) of this paragraph if the water softener was installed before September 1, 2003. An owner must replace any water softener installed before September 1, 2003, with a water softener that meets the requirements of subparagraphs (A) and (B) of this paragraph at such time as:

- (i) an owner replaces the existing water softener; or
- (ii) an owner or installer installs, alters, constructs, or repairs an OSSF for the structure or property served by the existing water softener.

(2) Reverse osmosis system.

(A) Point-of-use (under sink unit) reverse osmosis systems. The back flush from a point-of-use reverse osmosis system may be discharged into an OSSF without including calculations of the back flush water volume in the OSSF planning materials.

(B) Point-of-entry (whole house unit) reverse osmosis systems. The back flush from a point-of-entry reverse osmosis system may be discharged into an OSSF if:

- (i) the owner can demonstrate that the point-of-entry reverse osmosis system does not cause hydraulic overloading of the OSSF; or
- (ii) the water volume from the point-of-entry reverse osmosis system is accounted for (added to the usage rate in §285.91(3) of this title (relating to Tables)) by providing calculations of the increase in wastewater volume with the OSSF planning materials.

(3) Water treatment equipment other than water softeners and reverse osmosis systems. If an owner uses water treatment equipment other than water softeners or reverse osmosis systems, the back flush from the water treatment equipment may be discharged into an OSSF if the water volume is added to the OSSF usage rate in §285.91(3) of this title. This water volume calculation must be provided with the OSSF planning materials.

(c) Discharges from all water treatment equipment shall enter the OSSF system through an airgap or an airgap device as required in the Uniform Plumbing Code (2000).

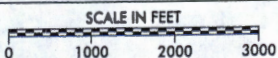
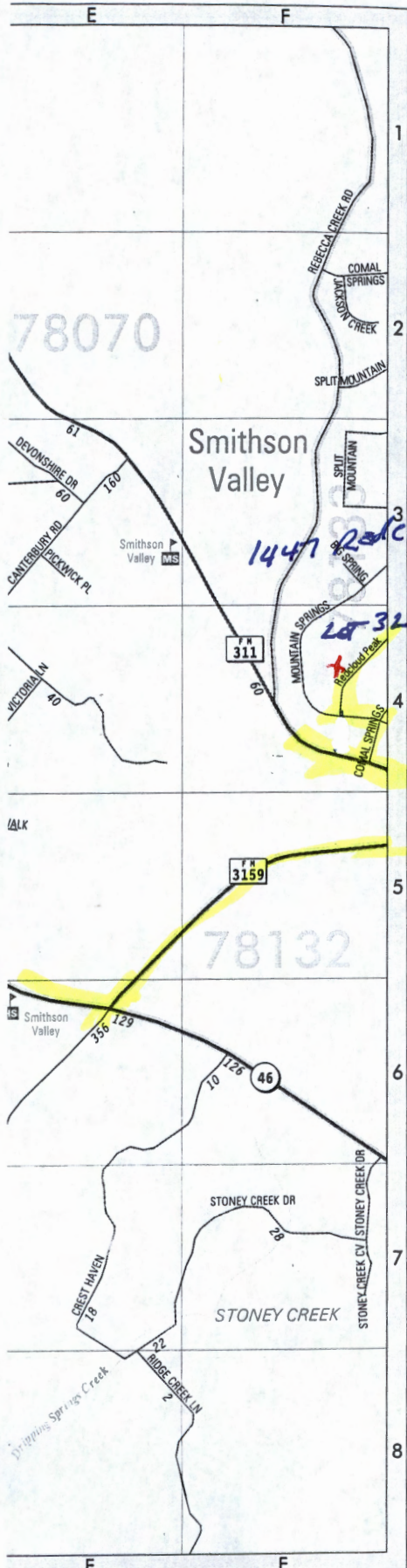
Adopted April 7, 2004

Effective April 28, 2004

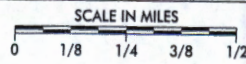
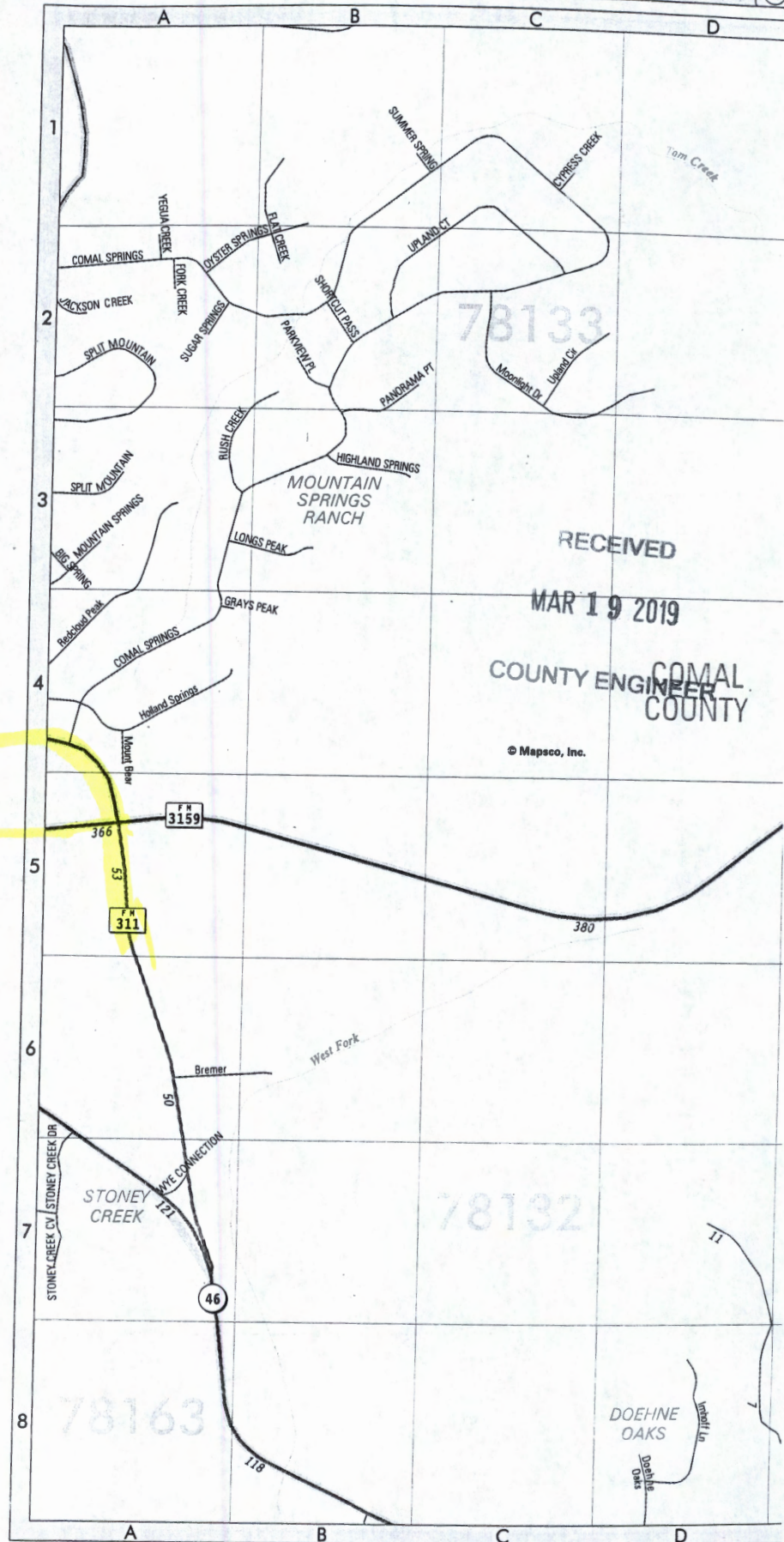


Gate Code # 1933

CONTINUED ON MAP 354



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CONTINUED ON MAP 420

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COMAL COUNTY

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Doc# 200506004867

STATE OF TEXAS\*  
COUNTY OF COMAL\*

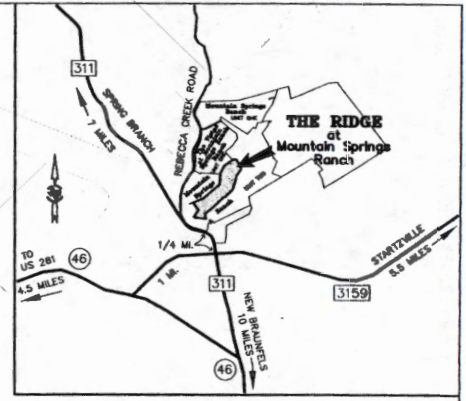
KNOW ALL MEN BY THESE PRESENTS:  
The owner of the land shown on this plat and whose name is subscribed hereto, and in person or through a duly authorized agent, hereby subdivides this land according to the dimensions as shown. All roads to be constructed by this plat shall not be dedicated to any state, municipality, or other government entity. They shall remain private roads. Furthermore, the owner does hereby dedicate a public utility and drainage easement over and across Lot 371. Easements are dedicated for the purposes shown hereon.

BLUEGREEN SOUTHWEST ONE, L.P.  
a Delaware Limited Partnership,  
By BLUEGREEN SOUTHWEST LAND, INC.  
a Delaware Corporation, General Partner

By: *[Signature]*  
Jack H. Dean, Vice President  
P.O. Box 886  
Wintersville, TX 78676

# THE RIDGE

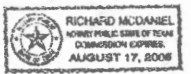
at  
Mountain Springs Ranch  
A SUBDIVISION OF 60.84 ACRES  
BEING  
57.11 ACRES OUT OF THE  
A.G. STARTZ SURVEY No. 876, A-851, AND  
3.73 ACRES OUT OF THE  
THORNTON P. KUYKENDALL SURVEY No. 461, A-332  
COMAL COUNTY, TEXAS  
45 LOTS



STATE OF TEXAS\*  
COUNTY OF COMAL\*

This instrument was acknowledged before me on this 25 day of January, 2005 by Jack H. Dean, Vice President of BLUEGREEN SOUTHWEST LAND, INC., a Delaware Corporation, General Partner of BLUEGREEN SOUTHWEST ONE, L.P., a Delaware Limited Partnership, in the capacity therein stated, on behalf of said Corporation.

By: *[Signature]*  
Notary Public, State of Texas  
Richard McDaniel



This Plat of The Ridge at Mountain Springs Ranch has been submitted to and considered by the Commissioners Court of Comal County, Texas and is hereby approved for filing by said Court on February 3, 2005

Dated this 3 day of February, A.D., 2005

By: *[Signature]*  
County Judge



Attest: *[Signature]*  
County Clerk - Deputy

STATE OF TEXAS\*  
COUNTY OF COMAL\*

I, Jay Strestler, County Clerk of Comal County do hereby certify that this plat was filed for record in my office on the 4 day of February, A.D., 2005 at 12:45 P. M. and duly recorded the 4 day of February, A.D., 2005 at 12:49 P. M. in the Records of Maps and Plats in said office, of said County, in Book Volume 15 on Page(s) 185-188 in testimony whereof witness my hand and official seal of office this 4 day of February, A.D., 2005.

COUNTY CLERK  
COMAL COUNTY, TEXAS  
By: *[Signature]*  
Deputy



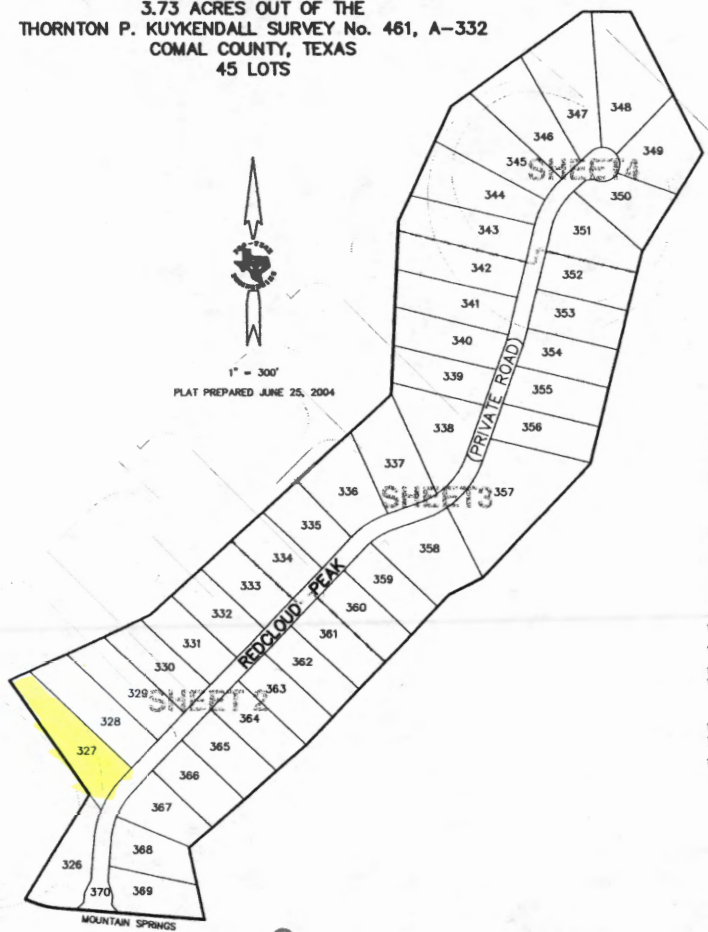
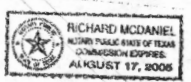
STATE OF TEXAS\*  
COUNTY OF COMAL\*

I hereby certify that this plat is true and correct and was prepared from an actual survey of the property made under my supervision on the ground.

By: *[Signature]*  
Kelly Kibber  
Registered Professional Land Surveyor No. 2219

Sworn to and subscribed before me this the 27 day of January, A.D., 2005

By: *[Signature]*  
Notary Public, State of Texas  
Richard McDaniel



### NOTES:

- No portion of this subdivision has been designated as being in a special flood hazard area, as delineated on the Flood Insurance Rate Map (FIRM) Panel No. 485463 0050 C, dated September 29, 1996, for unincorporated areas of Comal County, Texas.
- Topographic information shown hereon was provided by GEODETIX, INC. Contours shown at intervals of 10 feet.
- This subdivision does not lie within the Edwards Aquifer Recharge Zone.
- This subdivision does not lie within the extra-territorial jurisdiction of any city.
- Lienholder, FIRST BANK, 2101 GATEWAY DRIVE, IRVING, TEXAS, 75038-2390, by deed of trust recorded in Document No. 200306014613, Comal County Real Property Records, has ratified this plat by separate instrument recorded in Comal County Real Property Records under Comal County Clerk's Document No. 200506004866.
- This subdivision is to be served by a state certified public water supply system.
- This subdivision shall be served by individual on-site sewage facilities.
- Property owners are advised that they are responsible for maintenance of dedicated easements on their property and that they may not utilize these easements for any purpose detrimental to their intended use (e.g. no structures, septic tank fields, etc.). Grantors of said dedicated easements reserve the right of access to such easements.
- There is hereby dedicated a thirty (30) foot wide Public Drainage Easement centered on all natural runoff channels, creeks, or swales unless noted otherwise on this plat.
- There is hereby dedicated a twenty (20) foot wide Public Utility, Public Drainage, and Public Embankment/Backslope easement adjacent to all street right-of-way lines.
- There is hereby dedicated a ten (10) foot wide Public Utility and Public Drainage Easement adjacent to all non-street lot lines.
- Comal County requires a minimum twenty-five (25) foot front building set-back.
- A drainage study has been completed by S & P Engineers for this plat and is available for review at the Comal County Engineer's Office. Areas identified by the study as being inundated during certain storm events have been designated as public drainage easements. The construction of buildings within public drainage easements is prohibited.
- All drainage and utility easements are public unless otherwise noted.
- Lot 371 shall serve as ingress and egress for the property owners in the Ridge at Mountain Springs Ranch.
- Lot 371 shall be maintained by the property owners association.

### SUBDIVISION SUMMARY

**LOTS:**  
44 LOTS, BEING 55.94 ACRES, SAME BEING  
52.71 ACRES OUT OF THE A.G. STARTZ SURVEY No. 876, A-851, AND  
3.23 ACRES OUT OF THE T.P. KUYKENDALL SURVEY No. 332, A-461.

**PRIVATE ROADS (LOT 370):**  
3438 LINEAR FEET OF ROADS, BEING 4.90 ACRES, SAME BEING  
4.40 ACRES (3141 LF) OUT OF THE A.G. STARTZ SURVEY No. 876, A-851,  
AND 0.50 ACRE (287 LF) OUT OF THE T.P. KUYKENDALL SURVEY No. 461, A-332

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MAR 19 2019

SURVEYOR:  
Kelly Kibber, R.P.L.S.  
PRO-TECH ENGINEERING GROUP, Inc.  
100 E. San Antonio St., Suite 100  
San Marcos, Texas 78666

PLAN 5464

..\\14721\\\_RIDGE PLAT\\14721-RBASE.DWG



Vol# 15P9 145

## Ritzen, Brenda


---

**From:** Ritzen, Brenda  
**Sent:** Wednesday, March 27, 2019 12:36 PM  
**To:** 'JB Septics Systems Inc.'  
**Subject:** Permit 108873

Re: Melonie & Paul Savadin  
The Ridge at Mountain Springs Ranch Lot 327  
Application for Permit for Authorization to Construct an On-site Sewage Facility

Grace,

The following information is needed before I can continue processing the referenced permit submittal:

-  1. Submit certification that your planning materials comply with all provisions of the approved TCEQ CZP for this subdivision.
2. Revise as needed and resubmit.

Thank you,

Brenda Ritzen, OS0007722  
Environmental Health Coordinator  
Comal County Engineers Office  
195 David Jonas Drive  
New Braunfels, Texas 78132  
830-608-2090  
[www.cceo.org](http://www.cceo.org)



After Recording Return To:  
FIRST UNITED BANK & TRUST COMPANY ATTN: FINAL DOC. DEPT.  
1400 WEST MAIN STREET  
DURANT, OKLAHOMA 74701

This instrument was prepared by:  
FIRST UNITED BANK & TRUST COMPANY  
DAVID PEDERSON  
1400 W MAIN ST.  
DURANT, OK 74701  
877-561-0922

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MAR 19 2019  
COUNTY ENGINEER

Loan Number: 3281348  
**Providence NB**  
**GF# 128001204**

(Space Above This Line For Recording Data)

### DEED OF TRUST

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

#### DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated February 4, 2019, together with all Riders to this document.

(B) "Borrower" is **MELONIE SAVADIN AND PAUL SAVADIN, WIFE AND HUSBAND**. Borrower is the grantor under this Security Instrument.

(C) "Lender" is FIRST UNITED BANK & TRUST COMPANY. Lender is A STATE BANK, organized and existing under the laws of OKLAHOMA. Lender's address is 1400 W MAIN ST., DURANT, OKLAHOMA 74701. Lender is the beneficiary under this Security Instrument.

(D) "Trustee" is GREG MASSEY. Trustee's address is 1400 WEST MAIN STREET, DURANT, OKLAHOMA 74701.

(E) "Note" means the promissory note signed by Borrower and dated February 4, 2019. The Note states that Borrower owes Lender **FOUR HUNDRED NINETY THOUSAND FIVE HUNDRED AND NO/100 Dollars (U.S. \$490,500.00)** plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **March 1, 2050**.

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(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower (check box as applicable):

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> Adjustable Rate Rider                               | <input type="checkbox"/> Condominium Rider                         | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider                                       | <input checked="" type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> VA Rider          |
| <input type="checkbox"/> 1-4 Family Rider                                    | <input type="checkbox"/> Biweekly Payment Rider                    |  |
| <input checked="" type="checkbox"/> Other (Specify) Construction Loan Rider, |  |  |

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. § 2601 *et seq.*) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

#### TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of COMAL:



**LOT 327, THE RIDGE AT MOUNTAIN SPRINGS RANCH, IN COMAL COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 15, PAGES 145-148, MAP AND PLAT RECORDS, COMAL COUNTY, TEXAS.**

Parcel ID Number: 138930

which currently has the address of **LOT 327 THE RIDGE AT MOUNTAIN SPRINGS RANCH  
CANYON LAKE, TEXAS 78133**

("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

**1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

**2. Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more



Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

**3. Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such

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agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

**5. Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such



rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

**6. Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

**7. Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

**8. Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

**9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**10. Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to



Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

**11. Assignment of Miscellaneous Proceeds; Forfeiture.** All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided



by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

**12. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

**13. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

**14. Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, and property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment

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without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

**15. Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

**16. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

**17. Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

**18. Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**19. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such



reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

**20. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

**21. Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

**22. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice will result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section, including, but not limited to, reasonable attorneys' fees and costs of title evidence. For the purposes of this Section 22, the term "Lender" includes any holder of the Note who is entitled to receive payments under the Note.

If Lender invokes the power of sale, Lender, its designee, or Trustee shall give notice of the date, time, place and terms of sale by posting and filing the notice as provided by Applicable Law. Lender or its designee shall mail a copy of the notice to Borrower in the manner prescribed by Applicable Law. Sale shall be public, occurring between the hours of 10 a.m. and 4 p.m. on a date and at a location permitted by Applicable Law. The time of sale must begin at the time stated in the notice of sale or not later than three hours after the stated time. Borrower authorizes Trustee to sell the Property to the highest bidder for cash in one or more parcels and in any order Trustee determines. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying indefeasible title to the Property with covenants of general warranty from Borrower. Borrower covenants and agrees to defend generally the purchaser's title to the Property against all claims and demands. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

If the Property is sold pursuant to this Section 22, Borrower or any person holding possession of the Property through Borrower shall immediately surrender possession of the Property to the purchaser at that sale. If possession is not surrendered, Borrower or such person shall be a tenant at sufferance and may be removed by writ of possession or other court proceeding.

**23. Release.** Upon payment of all sums secured by this Security Instrument, Lender shall provide a release of this Security Instrument to Borrower or Borrower's designated agent in accordance with Applicable Law. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

**24. Substitute Trustee; Trustee Liability.** All rights, remedies and duties of Trustee under this Security Instrument may be exercised or performed by one or more trustees acting alone or together. Lender, at its option and with or without cause, may from time to time, by power of attorney or otherwise, remove or substitute any trustee, add one or more trustees, or appoint a successor trustee to any Trustee without the necessity of any formality other than a designation by Lender in writing. Without any further act or conveyance of the Property the substitute, additional or successor trustee shall become vested with the title, rights, remedies, powers and duties conferred upon Trustee herein and by Applicable Law.

Trustee shall not be liable if acting upon any notice, request, consent, demand, statement or other document believed by Trustee to be correct. Trustee shall not be liable for any act or omission unless such act or omission is willful.

**25. Subrogation.** Any of the proceeds of the Note used to take up outstanding liens against all or any part of the Property have been advanced by Lender at Borrower's request and upon Borrower's representation that such amounts are due and are secured by valid liens against the Property. Lender shall be subrogated to any and all rights, superior titles, liens and equities owned or claimed by any owner or holder of any outstanding liens and debts, regardless of whether said liens or debts are acquired by Lender by assignment or are released by the holder thereof upon payment.

26. **Partial Invalidity.** In the event any portion of the sums intended to be secured by this Security Instrument cannot be lawfully secured hereby, payments in reduction of such sums shall be applied first to those portions not secured hereby.

27. **Purchase Money; Owelty of Partition; Renewal and Extension of Liens Against Homestead Property; Acknowledgment of Cash Advanced Against Non-Homestead Property.** Check box as applicable:

**Purchase Money.**

The funds advanced to Borrower under the Note were used to pay all or part of the purchase price of the Property. The Note also is primarily secured by the vendor's lien retained in the deed of even date with this Security Instrument conveying the Property to Borrower, which vendor's lien has been assigned to Lender, this Security Instrument being additional security for such vendor's lien.

**Owelty of Partition.**

The Note represents funds advanced by Lender at the special instance and request of Borrower for the purpose of acquiring the entire fee simple title to the Property and the existence of an owelty of partition imposed against the entirety of the Property by a court order or by a written agreement of the parties to the partition to secure the payment of the Note is expressly acknowledged, confessed and granted.

**Renewal and Extension of Liens Against Homestead Property.**

The Note is in renewal and extension, but not in extinguishment, of the indebtedness described on the attached Renewal and Extension Exhibit which is incorporated by reference. Lender is expressly subrogated to all rights, liens and remedies securing the original holder of a note evidencing Borrower's indebtedness and the original liens securing the indebtedness are renewed and extended to the date of maturity of the Note in renewal and extension of the indebtedness.

**Acknowledgment of Cash Advanced Against Non-Homestead Property.**

The Note represents funds advanced to Borrower on this day at Borrower's request and Borrower acknowledges receipt of such funds. Borrower states that Borrower does not now and does not intend ever to reside on, use in any manner, or claim the Property secured by this Security Instrument as a business or residential homestead. Borrower disclaims all homestead rights, interests and exemptions related to the Property.

28. **Loan Not a Home Equity Loan.** The Loan evidenced by the Note is not an extension of credit as defined by Section 50(a)(6) or Section 50(a)(7), Article XVI, of the Texas Constitution. If the Property is used as Borrower's residence, then Borrower agrees that Borrower will receive no cash from the Loan evidenced by the Note and that any advances not necessary to purchase the Property, extinguish an owelty lien, complete construction, or renew and extend a prior lien against the Property, will be used to reduce the balance evidenced by the Note or such Loan will be modified to evidence the correct Loan balance, at Lender's option. Borrower agrees to execute any documentation necessary to comply with this Section 28.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:

\_\_\_\_\_  
-Witness  
  
\_\_\_\_\_  
(Seal)  
MELONIE SAVADIN -Borrower

\_\_\_\_\_  
-Witness  
  
\_\_\_\_\_  
(Seal)  
PAUL SAVADIN -Borrower



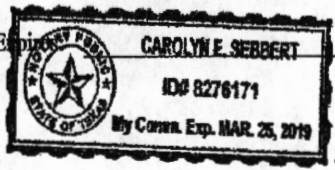
STATE OF TEXAS  
COUNTY OF Comal ss:

Before me a Notary Public on this day personally appeared  
**MELONIE SAVADIN and PAUL SAVADIN**, known to me (or proven to me on the oath of  
\_\_\_\_\_ or through Picture ID )  
to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for  
the purposes and consideration therein expressed.

Given under my hand and seal of office this 4th day of February, 2019.

My Commission Expires \_\_\_\_\_

(Seal)



Carolyn Seibert  
Notary Public

Loan originator (Organization): **FIRST UNITED BANK & TRUST COMPANY; NMLS #: 400025**  
Loan originator (Individual): **JENNIFER GUIDRY; NMLS #: 323935**

Loan Number: 3281348

**RENEWAL AND EXTENSION EXHIBIT**  
**TO BE ATTACHED TO AND RECORDED WITH THE DEED OF TRUST**

Date:  
February 4, 2019

Property Address:  
LOT 327 THE RIDGE AT MOUNTAIN SPRINGS RANCH  
CANYON LAKE, TX 78133

Borrower Name(s):  
MELONIE SAVADIN  
PAUL SAVADIN  
Loan Number: 3281348

This Renewal and Extension Exhibit is incorporated into and shall amend and supplement the Security Instrument of even date herewith. The Note is in renewal and extension, but not in extinguishment, of the indebtedness, whether one or more, described as follows:

**BUILDER'S NOTE IN THE AMOUNT OF \$508,428.60 PAYABLE TO THE ORDER OF JHJ DREAM HOMES OF TEXAS, LP DBA GRAND ENDEAVOR HOMES AND ASSIGNED THEREIN TO FIRST UNITED BANK & TRUST COMPANY AND THE CONTRACT LIENS AND MECHANIC'S LIENS THAT SECURE ITS REPAYMENT. SAID LIEN IS DATED FEBRUARY 4, 2019, AND IS OR WILL BE RECORDED OF RECORD IN THE REAL PROPERTY RECORDS OF COMAL COUNTY, TEXAS.**

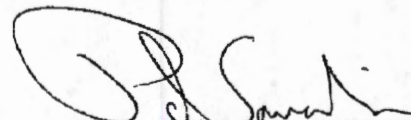
Lender is expressly subrogated to all rights, liens, equities and remedies securing the original holder(s) of the above debt(s) and the original lien(s) securing the same are renewed and extended to the date of maturity of the Note secured by the Security Instrument in renewal and extension of the indebtedness. Borrower acknowledges that the lien(s) securing the prior debt(s) is valid, that the lien(s) subsists against the Property, and that by this instrument it is renewed and extended in full force until the Note is paid, even though the original lien(s) is released and not assigned to Lender.

This renewal and extension is not a refinance of a debt any portion of which is an extension of credit as defined by Section 50(a)(6) or Section 50(a)(7), Article XVI, of the Texas Constitution.

In addition to the refinance of principal and any interest, if Lender is advancing all or a portion of the costs necessary to refinance debt on the Property, Borrower acknowledges that these costs are reasonable and necessary costs to refinance such debt. Borrower has received no funds from this Loan, but only the benefit of those sums advanced for the payment of 1) principal and any interest on loans being refinanced, 2) any reasonable and necessary closing costs, and 3) any refund to Borrower of closing costs escrowed in connection with the Loan advanced by Borrower. If any portion of the Loan secures a debt for work or material used in constructing improvements on the Property, Borrower understands that funds not used in such construction, if any, must first be used to reduce the unpaid principal of the Loan or, at Lender's option, the note must be modified to evidence the actual funds advanced.

  
MELONIE SAVADIN

(Seal)  
-Borrower

  
PAUL SAVADIN

(Seal)  
-Borrower



Loan Number: 3281348

Case No.: 77102427

## PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 4th day of February, 2019, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the Borrower") to secure Borrower's Note to FIRST UNITED BANK & TRUST COMPANY, A STATE BANK (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

**LOT 327 THE RIDGE AT MOUNTAIN SPRINGS RANCH  
CANYON LAKE, TEXAS 78133  
(Property Address)**

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in

### **Covenants, Conditions and Restrictions of Record**

(the "Declaration"). The Property is a part of a planned unit development known as

**THE RIDGE AT MOUNTAIN SPRINGS RANCH  
(Name of Planned Unit Development)**

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

**MULTISTATE PUD RIDER - Single Family -  
Fannie Mae/Freddie Mac UNIFORM INSTRUMENT**

Form 3150 1/01

Page 1 of 3

IDS, Inc.

Borrower(s) Initials

MS

**PUD COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. PUD Obligations.** Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

**B. Property Insurance.** So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, for which Lender requires insurance, then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of the loan.

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

**C. Public Liability Insurance.** Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

**D. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.



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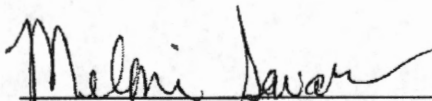
MAR 19 2019

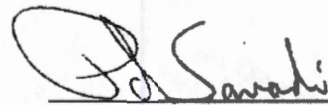
COUNTY ENGINEER

**E. Lender's Prior Consent.** Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

**F. Remedies.** If Borrower does not pay PUD dues, and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this PUD Rider.

 (Seal)  
MELONIE SAVADIN -Borrower

 (Seal)  
PAUL SAVADIN -Borrower

RECEIVED

MAR 19 2019

COUNTY ENGINEER

**RESIDENTIAL CONSTRUCTION LOAN RIDER TO  
DEED OF TRUST  
(WITH SECURITY AGREEMENT)**

Loan Number: 3281348

Lender: **FIRST UNITED BANK & TRUST COMPANY**

Borrower(s): **MELONIE SAVADIN and PAUL SAVADIN**

Property Address: **LOT 327 THE RIDGE AT MOUNTAIN SPRINGS RANCH  
CANYON LAKE, TEXAS 78133**

**THIS RESIDENTIAL CONSTRUCTION LOAN RIDER TO DEED OF TRUST shall amend and supplement the Deed of Trust, (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to Lender of the same date ( the "Note") and covering the Property described in the Security Instrument (the "Property").**

**AMENDED AND ADDITIONAL COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

1. **Residential Construction Loan Agreement.** Borrower agrees to comply with the covenants and conditions of the Residential Construction Loan Agreement (the "Loan Agreement") between Borrower and Lender, which is incorporated herein by this reference and made a part of this Security Instrument. The Loan Agreement provides for the construction of certain Improvements (the "Improvements") on the Property. All advances made by Lender pursuant to the Loan Agreement shall be an indebtedness of Borrower secured by this Security Instrument as amended, and such advances may be obligatory under the terms of the Loan Agreement. The Security Instrument secures the payment of all sums and the performance of all covenants required by the Lender in the Loan Agreement. Upon the failure of Borrower to keep and perform all of the covenants, conditions and agreements of the Loan Agreement, the principal sum and all interest and other charges provided for in the loan documents and secured hereby shall, at the option of the Lender, become due and payable.

2. **Construction Loan Mortgage.** This Security Instrument is a "construction mortgage" within the meaning of Section 9.334(h) of the Texas Business and Commerce Code securing an obligation incurred for the construction of an improvement on the Property including the acquisition cost of the Property and any notes issued in extension, renewal, or substitution thereof. Borrower affirms, acknowledges and warrants that prior to the recordation of this Security Instrument, as amended, in the Real Property Records of the county or counties where the Property is located, no Improvements contemplated by the Loan Agreement have been constructed or have been delivered to the Property.



3. **Future Advances.** This Security Instrument shall secure, in addition to the sum evidenced by the Note all funds hereafter advanced by Lender to or for the benefit of Borrower, as contemplated by any covenant or provision contained in the Mechanic's Lien Contract and/or the Loan Agreement or for any other purpose.

4. **Disbursements to Protect Security.** All sums disbursed by Lender prior to completion of the Improvements to protect the security of this Security Instrument, up to the principal amount of the Note and any future advances, shall be treated as disbursements pursuant to the Loan Agreement. All such sums shall bear interest from the date of disbursement at the rate stated in the Note, unless the collection from Borrower of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate which may be collected from Borrower under applicable law and shall be payable upon notice from Lender to Borrower requesting payment therefor.

5. **Assignment of Rights or Claims.** From time to time as Lender deems necessary to protect Lender's interest, Borrower shall, upon request of Lender, execute, acknowledge before a notary, and deliver to Lender, assignments of any and all rights or claims which relate to the construction on the Property.

6. **Breach by Borrower.** In case of breach by Borrower of the covenants and conditions of the Loan Agreement, Lender, at Lender's option, with or without entry upon the Property, (a) may invoke any of the rights or remedies provided in the Loan Agreement, or (b) may accelerate the sums secured by this Security Instrument and invoke any of those remedies provided for in this Security Instrument, or (c) may do both although failure to exercise any of its rights and remedies at any one time does not constitute a waiver of any rights therein.

7. **Termination of Residential Construction Loan Rider and Loan Agreement upon Amortization.** Upon Borrower's execution of a Modification as described in the Construction Loan Allonge to Note of even date herewith, the terms of the Residential Construction Loan Rider and Loan Agreement shall be null and void, and there shall be no claim or defense arising out of or in connection with the Loan Agreement against the obligations of the Note and this Security Instrument.

8. **Property.** The property, covered by this Security Instrument includes the property described or referred to in this Security Instrument, together with the following, all of which are referred to as the "Property." The portion of the Property described below which constitutes real property is sometimes referred to as the "Real Property." The portion of the Property which constitutes personal property is sometimes referred to as the "Personal Property," listed as follows:

Any and all buildings, improvements (provided in the Loan Agreement or otherwise), and tenements now or hereafter erected on the Property; any and all heretofore and hereafter vacated alleys and streets abutting the Property, easements, rights, appurtenances, rents (subject however to any assignment of rents to Lender), leases, royalties, mineral, oil and gas rights and profits, water, water rights and water stock appurtenant to the Property (to the extent they are included in Borrower's fee simple title); any and all fixtures, machinery, equipment, building materials, appliances, and goods of every nature whatsoever now or hereafter located in, or on, or used, or intended to be used in connection with the Property and all replacements and accessions of them, including but not limited to those for the purpose of supplying or distributing heating, cooling, electricity, gas, water, air and light; security and access control apparatus; plumbing and plumbing fixtures; refrigerating, cooking and laundry equipment; carpet, floor coverings and interior and exterior window treatments; furniture and cabinets; interior and exterior sprinkler plant and lawn maintenance equipment; fire preventions and extinguishing apparatus and equipment, water tanks, swimming pool, compressor, vacuum cleaning system, disposal, dishwasher, range, and oven, any shrubbery and landscaping; any and all plans and specifications for development of or construction of Improvements upon the Property; any and all contracts and subcontracts relating to the Property; any and all accounts, contract rights, instruments, documents, general intangibles, and chattel paper arising from or by virtue of any transactions related to the Property, any and all permits, licenses, franchises, certifications, and any other rights and privileges obtained in

connection with the Property; any and all products and proceeds arising from or by virtue of the sale, lease, or other disposition of any of the Property; any and all proceeds payable or to be payable under each policy of insurance relating to the Property; any and all proceeds arising from the taking of all or part of the Property for any public or quasi-public use under any law, or by right of eminent domain, or by private or other purchase in lieu thereof; all building permits, certificates of occupancy, certificates of compliance, any right to use utilities of any kind, including water, sewage, drainage and any other utility rights, however arising, whether private or public, present or future, including any reservation, permit, letter, certificate, license, order, contract or otherwise and any other permit, letter certificate, license, order, contract or other document or approval received from or issued by any governmental entity, quasi-governmental entity, common carrier, or public utility in any way relating to any part of the Property or the Improvements, fixtures and equipment thereon; all other interests of every kind and character which Borrower now has or at any time hereafter acquires in and to the Property, including all other items of property and rights described elsewhere in this Security Instrument.

**9. Security Agreement and Financing Statement.** This Security Instrument shall be a security agreement granting a Lender a first and prior security interest in all of Borrower's right, title and interest in, to and under the Personal Property, under and within the meaning of Chapter 9 of the Texas Business and Commerce Code, as well as a deed of trust granting a lien upon and against the Real Property. In the event of any foreclosure sale, whether made by Trustee or a substitute trustee, or under judgment of a court, all of the Personal Property may, at the option of Lender, be sold as a whole or in any part thereof. It shall not be necessary to have present at the place of such sale the Personal Property or any part thereof. Lender, as well as Trustee or any substitute trustee on Lender's behalf, shall have all the rights, remedies and recourses with respect to the Personal Property afforded to a "Secured Party" by Chapter 9 of the Texas Business and Commerce Code in addition to and not in limitation of the other rights and recourse afforded Lender and/or Trustee or any substitute trustee under this Security Instrument. Borrower shall, upon demand, pay to Lender the amount of any and all expenses, including the fees and disbursements of Lender's legal counsel and of any experts and agents which Lender may incur in connection with: (i) the making and/or administration of this Security Instrument; (ii) the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon any property, real and/or personal, described in this Security Instrument; (iii) the exercise or enforcement of any of the rights of Lender under this Security Instrument; or (iv) the failure by Borrower to perform or observe any of the provisions or covenants in this Security Instrument.

Lender may, at its election, at any time after the delivery of this Security Instrument, sign one or more copies of this Security Instrument in order that such copies may be used as a financing statement under Chapter 9 of the Texas Business and Commerce Code. Lender's signature need not be acknowledged, and is not necessary to the effectiveness hereof as a deed of trust, a security agreement, or (unless otherwise required by applicable law) a financing statement.

**10. Acknowledgment of Vendor's Lien.** If any portion of the indebtedness secured by this Security Instrument represents funds advanced by Lender to be used in payment of a portion of the purchase price of the above described Property, then to the extent said indebtedness is applied to the purchase price, same shall be additionally secured by a vendor's lien and superior title and it is expressly agreed that the lien of this Security Instrument shall be cumulative of and without prejudice to such vendor's lien and superior title and that foreclosure hereunder will operate to foreclose such vendor's lien.

**11. Completion.** Lender shall not be responsible for the completion of the Improvements, and shall not in any way be considered a guarantor or surety of performance by Contractor. In the event the Improvements are not completed by Contractor according to the drawings and specifications and it is determined for whatever reason the Lender does not have a lien, then Lender shall have a valid lien for its loan amount, less the amount reasonably necessary to complete the Improvements, or in such event Lender, at its option, shall have the right to complete the Improvements, and the lien shall be valid for the loan amount.



12. **Occupancy.** Section 6 of the Security Instrument is hereby amended to provide that the Borrower shall occupy, establish, and use the Property as the Borrower's principal residence upon the completion of the construction of the residence to be constructed on the Property rather than within sixty days after the execution of the Security Instrument, unless otherwise agreed to in writing by Borrower and Lender.

13. **Invalid Provisions.** If any provision of this Security Instrument is declared invalid, illegal, or unenforceable by a court of competent jurisdiction, then such invalid, illegal or unenforceable provision shall be severed from this Security Instrument and the remainder enforced as if such invalid, illegal or unenforceable provision is not a part of this Security Instrument.

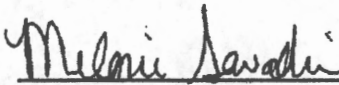
14. **Addresses.**

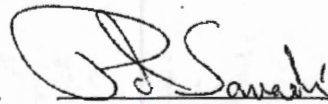
The name and address of the Borrower is:  
MELONIE SAVADIN and PAUL SAVADIN  
842 SAN FERNANDO LN  
NEW BRAUNFELS, TEXAS 78132

The name and address of the Lender/Secured Party is:  
FIRST UNITED BANK & TRUST COMPANY  
1400 W MAIN ST.  
DURANT, OKLAHOMA 74701

15. **Other Provisions.** The following notice is required by law:

"IMPORTANT NOTICE: YOU AND YOUR CONTRACTOR ARE RESPONSIBLE FOR MEETING THE TERMS AND CONDITIONS OF THE MECHANIC'S LIEN CONTRACT (THE "CONTRACT"). IF YOU SIGN THIS CONTRACT AND YOU FAIL TO MEET THE TERMS AND CONDITIONS OF THE CONTRACT, YOU MAY LOSE YOUR LEGAL OWNERSHIP RIGHTS IN YOUR HOME. KNOW YOUR RIGHTS AND DUTIES UNDER THE LAW."

  
\_\_\_\_\_  
MELONIE SAVADIN (Seal) -Borrower

  
\_\_\_\_\_  
PAUL SAVADIN (Seal) -Borrower

**ATTENTION COUNTY CLERK:** This instrument covers goods that are or are to become fixtures on the property described herein and is to be filed for records where mortgages on real estate are recorded. Additionally, this instrument should be appropriately indexed, not only as a mortgage but as a financing statement covering goods that are to become, fixtures on the Property described herein. The mailing addresses of the Borrower (Debtor) and Lender (Secured Party) are set forth in this instrument.

Filed and Recorded  
Official Public Records  
Bobbie Koepp, County Clerk  
Comal County, Texas  
02/05/2019 01:32:32 PM  
TERRI 21 Pages(s)  
201906004160



*Bobbie Koepp*

**J.B. Septic Systems, Inc.  
Two-Year Initial Service Policy**

**System Owner:**

Paul &amp; Melonie Savadin

Brand Name: Clearstream Wastewater System

System Name: Primary

Serial Number: 23929-06-NC-3TModel Number: 600 NC-3TPermit Number: 108873Effective: 9/30/19 thru 9/30/21**Site Legal Description:**1447 Redcloud Peak, Lot 327Mountain Spring Ranch, Comal County

J. B. Septic Maintenance, Inc. will inspect and service your Clearstream Aerobic Treatment Plant once every four months for a period of two years. The service policy starts the date the "License To Operate" is issued by the permitting authority. This initial two year Service Policy will be at no additional charge to the property owner as required by State guidelines.

Before this initial two-year service policy expires, JB Septic Maintenance, Inc will notify you. Upon renewal of the contract, a copy of the new contract shall be submitted to the permitting authority. If the property owner or maintenance company desire to discontinue the maintenance contract, the maintenance company shall notify, in writing, the permitting authority at least 30 days prior to the date service will cease.

**Testing and Reporting**

J.B. Septic Maintenance, Inc. shall test and report on this system as required by rule on the following:

1. An Inspection/Service Call every 4 months, which includes inspections, adjustment, and servicing of the mechanical and electrical component parts as necessary to ensure proper function.
2. An effluent quality inspection every 4 months, consisting of a visual check for color, turbidity, scum overflow, and an examination for odors.
3. A sample shall be pulled from the aeration tank every 4 months to determine if there is an excess of solids in the treatment plant. If the test results determine a need for solids removal, the user will be notified and the system will be pumped upon owner authorization.
4. If any improper operation is observed which cannot be corrected at the time, the user shall be notified immediately in writing of the conditions and the estimated date of correction.
5. If required, a chlorine residual test will be taken at each visit. (BOD and TSS annually on commercial only.) If a grab test is required, the Owner will be responsible for the cost of the grab test.

The owner is responsible for keeping chlorine (Bleach) in the chlorinator as well as the cost of the chlorine.

J.B. Septic Maintenance, Inc. has been certified by the manufacturer of your system, and will be responsible for fulfilling the requirements of this Maintenance Contract, as well as responding to any alarms and/or addressing any concerns by the owner.

**VIOLATIONS OF WARRANTY** including shutting off the electric current to the system for more than 24 hours, disconnecting the alarm system, restricting ventilation to the aerator, overloading the system above its rated capacity, or introducing excessive amounts of harmful matter into the system, or any other form of unusual abuse.



**This Policy Does Not Include;**

1. Cost of Pumping Sludge From Unit If Necessary.
2. Cost of System Repair Due to Damage or Parts Failure Due to Neglect.
3. Cost of Replacement of "Normal Wear & Tear" Items During Routine Maintenance Visits.

The Maintenance Company and the Owner agree to abide by the service policy as stated above.

**MAINTENANCE COMPANY:**

J.B. Septic Maintenance, Inc.  
 P.O. Box 1609  
 Helotes, Texas 78023  
 (830) 931-0292  
 (210) 414-6289

**MANUFACTURER:**

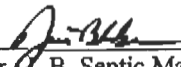
Clearstream Wastewater Systems, Inc.  
 P.O. Box 7568  
 Beaumont, Texas 77726-7568  
 (409) 755-1500

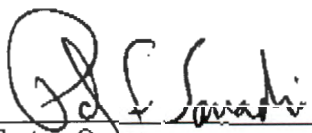
**Installation Company:**

J.B. Septic Systems, Inc.  
 P.O. Box 1609  
 Helotes, Texas 78023

**Permitting Authority:**

Comal County Office of Environmental Health  
 195 David Jonas Drive  
 New Braunfels, TX 78676  
 (830) 608-2094

  
 \_\_\_\_\_  
 Jim Blake, Sr. J. B. Septic Maintenance, Inc.

  
 \_\_\_\_\_  
 System Owner

Service Company Operator License Number: MP0000892

# Aerobic Septic System Inspection Report

Submitted by:

**J. B. Septic Maintenance, Inc.**

Contact: Jim Blake

Installation Date: 9/3/2019

**Scheduled Report**

Permit Number: 108873

This testing and reporting record shall be completed, signed and dated after each inspection. One copy shall be retained by the maintenance company. The second copy is to be sent to the local permitting authority and the third copy is to be sent to the system owner along with an invoice for services by the maintenance company.

1. Required frequency of visits is ~~every~~ 4 months. Date of inspection visit: 5/14/2020

2. System inspected:

Owner: Paul & Melonie Savadin

System Name: Primary

Property Address: 1447 Redcloud Peak


Serial Num: 23929-06-NC-3T

City, State., ZipCode: Canyon Lake, TX 78133

Brand Name: Clearstream

Inspected by: Isaac Prado

Model Num: 600 NC 3T

  
(Signature)

Inspected Item	Operational	Inoperative	Not Applicable
Aerators	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Filters	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Irrigation Pumps	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Recirculation Pumps	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Disinfection Device	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chlorine Supply	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Electrical Circuits	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Distribution System	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sprayfield Vegetation/Seedir	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other Item (Specify)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

3. Repairs to system (list all components replaced):

4. Tests required and results:

<u>Test</u>	<u>Required</u> Check if YES	<u>Results</u> mg/l, mpn/100 ml, or trace	<u>Test Method</u>
BOD (Grab)	<input type="checkbox"/>		
TSS (Grab)	<input type="checkbox"/>		
Cl <sub>2</sub> (Grab)	<input checked="" type="checkbox"/>	0.2mg/L	DPD
Fecal Coliform	<input type="checkbox"/>		

5. Comments:

PT= 0"

ATU= 0%

TT= 0"      Lids secure at departure.



# Aerobic Septic System Inspection Report

Submitted by:

**J. B. Septic Maintenance, Inc.**

Contact: Jim Blake

Installation Date: 9/3/2019

**Scheduled Report**

Permit Number: 108873

This testing and reporting record shall be completed, signed and dated after each inspection. One copy shall be retained by the maintenance company. The second copy is to be sent to the local permitting authority and the third copy is to be sent to the system owner along with an invoice for services by the maintenance company.

1. Required frequency of visits is every 4 months. Date of inspection visit: 1/24/2020

2. System inspected:

Owner: Paul & Melonie Savadin

System Name: Primary

Property Address: 1447 Redcloud Peak

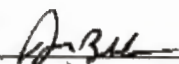
Serial Num: 23929-06-NC-3T

City, State., Zip Code: Canyon Lake, TX 78133

Brand Name: Clearstream

Inspected by: Victor Alvarado

Model Num: 600 NC 3T

(Signature) 

Inspected Item	Operational	Inoperative	Not Applicable
Aerators	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Filters	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Irrigation Pumps	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Recirculation Pumps	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Disinfection Device	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chlorine Supply	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Electrical Circuits	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Distribution System	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sprayfield Vegetation/Seedir	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other Item (Specify)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

3. Repairs to system (list all components replaced):

4. Tests required and results:

Test	Required <small>Check if YES</small>	Results <small>mg/l, mpn/100 ml, or trace</small>	Test Method
BOD (Grab)	<input type="checkbox"/>	_____	_____
TSS (Grab)	<input type="checkbox"/>	_____	_____
Cl <sub>2</sub> (Grab)	<input checked="" type="checkbox"/>	0.2mg/L	DPD
Fecal Coliform	<input type="checkbox"/>	_____	_____

5. Comments:

PT - 0"  
 ATU = 0%  
 TT - 2" Lids secured at Departure

# Aerobic Septic System Inspection Report

Submitted by:

**J. B. Septic Maintenance, Inc.**

Contact: Jim Blake

Installation Date: 9/3/2019

**Scheduled Report**

Permit Number: 108873

This testing and reporting record shall be completed, signed and dated after each inspection. One copy shall be retained by the maintenance company. The second copy is to be sent to the local permitting authority and the third copy is to be sent to the system owner along with an invoice for services by the maintenance company.

1. Required frequency of visits is ~~every~~ every months. Date of inspection visit: 5/12/2021

2. System inspected:

Owner: Paul & Melonie Savadin

System Name: Primary

Property Address: 1447 Redcloud Peak

Serial Num: 23929-06-NC-3T

City, State., Zip Code: Canyon Lake, TX 78133

Brand Name: Clearstream

Inspected by: Victor Alvarado

Model Num: 600 NC 3T

*Victor Alvarado*

(Signature)

Inspected Item	Operational	Inoperative	Not Applicable
Aerators	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Filters	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Irrigation Pumps	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Recirculation Pumps	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Disinfection Device	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chlorine Supply	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Electrical Circuits	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Distribution System	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sprayfield Vegetation/Seedir	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other Item (Specify)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

3. Repairs to system (list all components replaced):  
 Replaced diffuser stone & 1 sprinkler.

4. Tests required and results:

<u>Test</u>	<u>Required</u> Check if YES	<u>Results</u> mg/l, mpn/100 ml, or trace	<u>Test Method</u>
BOD (Grab)	<input type="checkbox"/>		
TSS (Grab)	<input type="checkbox"/>		
Cl <sub>2</sub> (Grab)	<input checked="" type="checkbox"/>	0.2mg/L	DPD
Fecal Coliform	<input type="checkbox"/>		

5. Comments:

PT= 1/4 "  
 ATU= 10 %  
 TT= 3" Lids secure at departure.



# Aerobic Septic System Inspection Report

Submitted by:

**J. B. Septic Maintenance, Inc.**

Contact: Jim Blake

Installation Date: 9/3/2019

## Scheduled Report

Permit Number: 108873

This testing and reporting record shall be completed, signed and dated after each inspection. One copy shall be retained by the maintenance company. The second copy is to be sent to the local permitting authority and the third copy is to be sent to the system owner along with an invoice for services by the maintenance company.

Date of inspection visit: 11/10/2021

1. Required frequency of visits is every months.

2. System inspected:

Owner: Paul & Melonie Savadin

System Name: Primary

Property Address: 1447 Redcloud Peak


Serial Num: 23929-06-NC-3T

City, State., Zip Code: Canyon Lake, TX 78133

Brand Name: Clearstream

Inspected by: Isaac Prado

Model Num: 600 NC 3T

  
\_\_\_\_\_  
(Signature)

Inspected Item	Operational	Inoperative	Not Applicable
Aerators	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Filters	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Irrigation Pumps	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Recirculation Pumps	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Disinfection Device	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chlorine Supply	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Electrical Circuits	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Distribution System	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sprayfield Vegetation/Seedir	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other Item (Specify)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

3. Repairs to system (list all components replaced):

4. Tests required and results:

<u>Test</u>	<u>Required</u> <small>Check if YES</small>	<u>Results</u> <small>mg/l, mpn/100 ml, or trace</small>	<u>Test Method</u>
BOD (Grab)	<input type="checkbox"/>		
TSS (Grab)	<input type="checkbox"/>		
Cl <sub>2</sub> (Grab)	<input checked="" type="checkbox"/>	0.2mg/L	DPD
Fecal Coliform	<input type="checkbox"/>		

5. Comments:

PT= 0"

ATU= 5 %

TT= 2 " Lids secure at departure.

# Aerobic Septic System Inspection Report

Submitted by:

**J. B. Septic Maintenance, Inc.**

Contact: Jim Blake

Installation Date: 9/3/2019

## Additional Inspection Report

Permit Number: 108873

This testing and reporting record shall be completed, signed and dated after each inspection. One copy shall be retained by the maintenance company. The second copy is to be sent to the local permitting authority and the third copy is to be sent to the system owner along with an invoice for services by the maintenance company.

1. Required frequency of visits is ~~every~~ every months. Date of inspection visit: 6/3/2022

2. System inspected: Owner: Paul & Melonie Savadin

System Name: Primary Property Address: 1447 Redcloud Peak

Serial Num: 23929-06-NC-3T City, State., ZipCode: Canyon Lake, TX 78133

Brand Name: Clearstream

Inspected by: Marco Rodriguez

Model Num: 600 NC 3T

(Signature)

Inspected Item	Operational	Inoperative	Not Applicable
Aerators	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Filters	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Irrigation Pumps	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Recirculation Pumps	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Disinfection Device	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chlorine Supply	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Electrical Circuits	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Distribution System	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sprayfield Vegetation/Seedir	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other Item (Specify)		<input type="checkbox"/>	

3. Repairs to system (list all components replaced):  
 Replaced air compressor & diffuser stone.

4. Tests required and results:

<u>Test</u>	<u>Required</u> <small>Check if YES</small>	<u>Results</u> <small>mg/l, mpn/100 ml, or trace</small>	<u>Test Method</u>
BOD (Grab)	<input type="checkbox"/>		
TSS (Grab)	<input type="checkbox"/>		
Cl <sub>2</sub> (Grab)	<input checked="" type="checkbox"/>	0.2mg/L	DPD
Fecal Coliform	<input type="checkbox"/>		

5. Comments:

PT= 5 "  
 ATU= 25 %  
 TT= 6" Lids secure at departure.



# Aerobic Septic System Inspection Report

Submitted by:

**J. B. Septic Maintenance, Inc.**

Contact: Jim Blake

Installation Date: 9/3/2019

## Scheduled Report

Permit Number: 108873

This testing and reporting record shall be completed, signed and dated after each inspection. One copy shall be retained by the maintenance company. The second copy is to be sent to the local permitting authority and the third copy is to be sent to the system owner along with an invoice for services by the maintenance company.

1. Required frequency of visits is every 4 months. Date of inspection visit: 9/11/2023

2. System inspected:

Owner: Paul & Melonie Savadin

System Name: Primary

Property Address: 1447 Redcloud Peak

Serial Num: 23929-06-NC-3T

City, State, Zip Code: Canyon Lake, TX 78133

Brand Name: Clearstream

Inspected by: Jose J Roman

Model Num: 600 NC 3T

(Signature)

Inspected Item	Operational	Inoperative	Not Applicable
Aerators	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Filters	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Irrigation Pumps	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Recirculation Pumps	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Disinfection Device	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chlorine Supply	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Electrical Circuits	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Distribution System	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sprayfield Vegetation/Seedir	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other Item (Specify)		<input type="checkbox"/>	<input type="checkbox"/>

3. Repairs to system (list all components replaced):

4. Tests required and results:

<u>Test</u>	<u>Required</u> <small>Check if YES</small>	<u>Results</u> <small>mg/l, mpn/100 ml, or trace</small>	<u>Test Method</u>
BOD (Grab)	<input type="checkbox"/>		
TSS (Grab)	<input type="checkbox"/>		
Cl <sub>2</sub> (Grab)	<input type="checkbox"/>		
Fecal Coliform	<input type="checkbox"/>		

5. Comments:

PT= 1"  
 ATU= 20 %  
 TT= 4" Lids secure at departure

# Aerobic Septic System Inspection Report

Submitted by:

**J. B. Septic Maintenance, Inc.**

Contact: Jim Blake

Installation Date: 9/3/2019

**Scheduled Report**

Permit Number: 108873

This testing and reporting record shall be completed, signed and dated after each inspection. One copy shall be retained by the maintenance company. The second copy is to be sent to the local permitting authority and the third copy is to be sent to the system owner along with an invoice for services by the maintenance company.

1. Required frequency of visits is every months. Date of inspection visit: 1/19/2024

2. System inspected: Owner: Paul & Melonie Savadin

System Name: Primary Property Address: 1447 Redcloud Peak

Serial Num: 23929-06-NC-3T City, State., Zip Code: Canyon Lake, TX 78133

Brand Name: Clearstream

Inspected by: Jose J Roman *JJR*

Model Num: 600 NC 3T

(Signature)

Inspected Item	Operational	Inoperative	Not Applicable
Aerators	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Filters	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Irrigation Pumps	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Recirculation Pumps	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Disinfection Device	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chlorine Supply	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Electrical Circuits	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Distribution System	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sprayfield Vegetation/Seedir	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other Item (Specify)		<input type="checkbox"/>	<input type="checkbox"/>

3. Repairs to system (list all components replaced):

4. Tests required and results:

<u>Test</u>	<u>Required</u> Check if YES	<u>Results</u> mg/l, mpn/100 ml, or trace	<u>Test Method</u>
BOD (Grab)	<input type="checkbox"/>	_____	_____
TSS (Grab)	<input type="checkbox"/>	_____	_____
Cl <sub>2</sub> (Grab)	<input type="checkbox"/>	_____	_____
Fecal Coliform	<input type="checkbox"/>	_____	_____

5. Comments:

PT= 1"  
ATU= 40 %  
TT= 5" Lids secure at departure



2123

# Aerobic Septic System Inspection Report

JUL 16 2024

Submitted by:

**J. B. Septic Maintenance, Inc.**

**SCANNED**

Contact: Jim Blake

Installation Date: 9/3/2019

## Scheduled Report

Permit Number: 108873

This testing and reporting record shall be completed, signed and dated after each inspection. One copy shall be retained by the maintenance company. The second copy is to be sent to the local permitting authority and the third copy is to be sent to the system owner along with an invoice for services by the maintenance company.

1. Required frequency of visits is every months. Date of inspection visit: 6/28/2024

2. System inspected: Owner: Paul & Melonie Savadin

System Name: Primary Property Address: 1447 Redcloud Peak

Serial Num: 23929-06-NC-3T City, State., Zip Code: Canyon Lake, TX 78133

Brand Name: Clearstream

Inspected by: Jose J Roman

Model Num: 600 NC 3T

  
(Signature)

Inspected Item	Operational	Inoperative	Not Applicable
Aerators	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Filters	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Irrigation Pumps	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Recirculation Pumps	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Disinfection Device	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chlorine Supply	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Electrical Circuits	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Distribution System	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sprayfield Vegetation/Seedir	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other Item (Specify)		<input type="checkbox"/>	<input type="checkbox"/>

3. Repairs to system (list all components replaced):

4. Tests required and results:

Test	Required Check if YES	Results mg/l, mpn/100 ml, or trace	Test Method
BOD (Grab)	<input type="checkbox"/>	_____	_____
TSS (Grab)	<input type="checkbox"/>	_____	_____
Cl <sub>2</sub> (Grab)	<input type="checkbox"/>	_____	_____
Fecal Coliform	<input type="checkbox"/>	_____	_____

5. Comments:

PT= 3"

ATU= 40 %

TT= 4" Lids secure at departure

2123

# Aerobic Septic System Inspection Report

JUL 16 2024

Submitted by:

**J. B. Septic Maintenance, Inc.**

**SCANNED**

Contact: Jim Blake

Installation Date: 9/3/2019

## Scheduled Report

Permit Number: 108873

This testing and reporting record shall be completed, signed and dated after each inspection. One copy shall be retained by the maintenance company. The second copy is to be sent to the local permitting authority and the third copy is to be sent to the system owner along with an invoice for services by the maintenance company.

1. Required frequency of visits is every months. Date of inspection visit: 6/28/2024

2. System inspected: Owner: Paul & Melonie Savadin

System Name: Primary Property Address: 1447 Redcloud Peak

Serial Num: 23929-06-NC-3T City, State., Zip Code: Canyon Lake, TX 78133

Brand Name: Clearstream

Inspected by: Jose J Roman

Model Num: 600 NC 3T

  
(Signature)

Inspected Item	Operational	Inoperative	Not Applicable
Aerators	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Filters	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Irrigation Pumps	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Recirculation Pumps	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Disinfection Device	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chlorine Supply	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Electrical Circuits	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Distribution System	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sprayfield Vegetation/Seedir	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other Item (Specify)		<input type="checkbox"/>	<input type="checkbox"/>

3. Repairs to system (list all components replaced):

4. Tests required and results:

Test	Required Check if YES	Results mg/l, mpn/100 ml, or trace	Test Method
BOD (Grab)	<input type="checkbox"/>	_____	_____
TSS (Grab)	<input type="checkbox"/>	_____	_____
Cl <sub>2</sub> (Grab)	<input type="checkbox"/>	_____	_____
Fecal Coliform	<input type="checkbox"/>	_____	_____

5. Comments:

PT= 3"

ATU= 40 %

TT= 4" Lids secure at departure



# J.B. SEPTIC MAINTENANCE, INC.



2023

## SERVICE CONTRACT AGREEMENT

In consideration of the pre-payment of the **annual fee of \$ 270.00** licensed maintenance provider will provide the following services for your On-Site Sewage Facility.

- Routine service visits once every 4 months during the service period of one year from 06/29/2024 to 06/29/2025 on the Aerobic system indicated below.

Owner:	<u>Savadin Residence</u>	Phone No:	<u>(210) 316-2808</u>
System:	<u>Clearstream 600 NC-3T</u>	Permit:	<u>108873</u>
Address:	<u>1447 Redcloud Peak</u>	Sub Division:	<u>The Ridge at Mountain Springs</u>
City/County:	<u>Canyon Lake/Comal</u>		

### Service calls will include:

1. An effluent quality inspection consisting of a visual check for color and examination for odor.
2. Adjustment of any mechanical and electrical components that are out of order (Replacement of materials or parts is not covered).
3. Sampling of the settled solids in the aeration chamber.
4. Check chlorine residual when applicable.
5. Diffuser stones and air filters "normal wear and tear" items will be replaced as needed at an additional cost.
6. To avoid an additional trip charge, if your system needs a replacement part that is less than \$100.00, we will replace the part without authorization.

If any improper operation is observed which cannot be corrected at the time of the inspection, you shall be notified immediately in writing of the conditions and the estimated date and cost, if applicable, for correction.

At the conclusion of the service policy, J. B. Septic Maintenance, Inc. will make available, for purchase on an annual basis, a continuing service policy to cover labor for normal inspection and maintenance. Payment on repairs not received within thirty days from the due date will be subject to a late penalty fee.

Owner / user operation instructions must be strictly followed. Also, it is the responsibility of the system owner to maintain chlorine in the system. The chlorine must be the appropriate type which is approved for waste water treatment.

J.B. Septic Maintenance, Inc. will be responsible for fulfilling the requirements of this Maintenance Contract, as well as responding to any alarms and/or addressing any concerns by the owner of the system. Alarms and/or concerns will be addressed within 48 hours of the initial contact. Business Hours are Monday-Friday 8:00 AM – 4:30 PM

**Important: this service policy agreement does not cover the cost of service calls, labor or materials which are required or which are due to misuse or abuse of the system; failure to maintain electrical power to the system; disposal of non-biodegradable materials such as chemicals, solvents, grease, oil, paint, etc.; pumping of sludge build-up from the system; or any usage contrary to the requirements as stated in the "Operation Manual." Additional service, including replacement of components, laboratory test work, and pumping of tanks will be done upon customer authorization and at an additional charge. Service agreement is non-refundable.**

OWNER

Signature

Date:

Paul F. Savadin  
6/13/24

SERVICE DEALER

Jim Bohlen  
J.B. Septic Maintenance, Inc.