

License to Operate On-Site Sewage Treatment and Disposal Facility

Issued This Date:

07/05/2023

Permit Number:

111344

Location Description:

193 LONGWOOD DR

NEW BRAUNFELS, TX 78132

Subdivision:

River Chase

Unit:

8

Lot:

1375

Block: Acreage:

Type of System:

Aerobic

Surface Irrigation

Issued to:

Richard Anthony Perez & Elizabeth Lynn Perez

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

ENVIRONMENTAL HEALTH INSPECTOR

OS0032485

ENVIRONMENTAL HEALTH COORDINATOR

OS0007722

Installer Name:	OSSF Installer #:		
1st Inspection Date:	2nd Inspection Date:	3rd Inspection Date:	
Inspector Name:	Inspector Name:	Inspector Name:	

Perm	ermit#: Address:						
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)				
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)(G)(i) 285.32(b)(1)(C)(ii) 285.32(b)(1)(C)(ii) 285.32(b)(1)(D) 285.32(b)(1)(E) 285.32(b)(1)(E) 285.32(b)(1)(E) 285.32(b)(1)(E)(ii)(II) 285.32(b)(1)(E)(ii)(II) 285.32(b)(1)(E)(ii)(II)				
7	PRETREATMENT Grease Interceptors if required for commercial		285.34(d)				

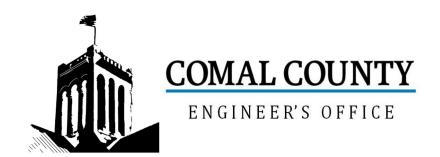
Inspector Notes:

AL.	Di-si	Δ	Citation	N-4	1,41,	2	2
No.	Description SEPTIC TANK Tank(s) Clearly	Answer	Citations	Notes	1st Insp.	2nd Insp.	3rd Insp.
8	Marked SEPTIC TANK If SingleTank, 2Compartments Provided withBaffle SEPTIC TANK Inlet Flowline Greater than3" and "T" Provided on Inlet and OutletSEPTIC TANK Septic Tank(s) MeetMinimum 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) (I)285.32(b)(1)(E) (i)285.32(b)(1)(E) (i)285.32(b)(1) (D)285.32(b)(1)(C) (ii)285.32(b)(1)(C) (ii)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)				
	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 providedSEPTIC TANK Riser permanently fastened to lid or cast into tank SEPTIC TANK Riser cap protected against unauthorized intrusions		285.38(d) 285.38(e)				
	SEPTIC TANK Tank Volume						
12	Installed						
	PUMP TANK Volume Installed						
13	AEROBIC TREATMENT UNIT Size						
14							
15	AEROBIC TREATMENT UNIT Manufacturer AEROBIC TREATMENT UNIT Model Number						
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)(3) 285.33(a)(4) 285.33(a)(1) 285.33(a)(2)				

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

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No.	Description	Answer	Citations	Notes	1st Insp.	2nd Insp.	3rd Insp.
	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)(iii) 285.33(d)(2)(G)(iii)(I)				
	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)				
	APPLICATION AREA Area Installed						
	PUMP TANK Meets Minimum Reserve Capacity Requirements						
	PUMP TANK Material Type & Manufacturer						
	PUMP TANK Type/Size of Pump Installed						



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

Permit Number: 111344

Issued This Date: 09/21/2020

This permit is hereby given to: Richard Anthony Perez & Elizabeth Lynn Perez

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

193 LONGWOOD DR

NEW BRAUNFELS, TX 78132

Subdivision: River Chase

Unit: 8

Lot: 1375

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

	ON-SITE SEWAGE FACILITY	TY AND LICENSE TO	OPERATE	
Date			Permit# 111	344
	Richard Anthony Perez and Elizabeth Lynn			g and
Owner Name	claiming other property as homestead	Agent Name	JB Septic Systems, Inc.	
Mailing Address	193 Longwood Drive	Agent Address	P.O. Box 1609	
City, State, Zip	New Braunfels, Texas 78132	City, State, Zip	Helotes, Texas 78023	
Phone #	210-323-1865	Phone #	830.931.0292	
Email	bethperez@gmail.com	Email	info@jbsepticsystemsino	c.com
All corres	pondence should be sent to: Owner Owner	Agent 🗌 Both	Method: Mail	☐ Email
Subdivision Nam	ne River Chase	Unit <u>8</u>	Lot 1375	Block
Acreage/Legal _				
Street Name/Add	dress 193 Longwood Drive	City New	Braunfels	Zip <u>78132</u>
Type of Develop	oment:			
Single Fam	nily Residential			
Type of Con	struction (House, Mobile, RV, Etc.) House			
Number of B	dedrooms 4			
Indicate Sq I	Ft of Living Area 3,671			
☐ Non-Single	e Family Residential			
_	rials must show adequate land area for doubling the	e required land needed	I for treatment units and disp	osal area)
,	lity			•
	tories, Churches, Schools, Parks, Etc Indica		pants	
	, Lounges, Theaters - Indicate Number of Sea			
	Hospital, Nursing Home - Indicate Number of			
	r/RV Parks - Indicate Number of Spaces			
Miscellaneo				11.50
Estimated Cost of Construction: \$ 450,000 (Structure Only)				
Is any portion of	of the proposed OSSF located in the United St	tates Army Corps of	Engineers (USACE) flowa	age easement?
☐ Yes ⊠	No (If yes, owner must provide approval from USACE	for proposed OSSF impro	ovements within the USACE flow	vage easement)
Source of Water	□ Private Well			
Are Water Saving	g Devices Being Utilized Within the Residence	? ⊠ Yes □ No	1	
 The completed approperty. Authorization is h 	olication, I certify that: oplication and all additional information submitted d it I am the property owner or I possess the appropri	ate land rights necessa	ary to make the permitted im	provements on said
- I understand that	In and inspection of private sewage facilities a permit of authorization to construct will not be issuited.	ued until the Floodplain	n Administrator has performe	ed 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.

Signature of Owner

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.					
System Description Aerobic Treatment with Spray Irrigation					
Size of Septic System Required Based on Planning Materials & Soil Evaluation					
Tank Size(s) (Gallons) 500/600/1,200 Absorption/Application Area (Sq Ft) 5,652					
Gallons Per Day (As Per TCEQ Table III) 360					
(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:					
Dy claning this application. Leartify that:					
By signing this application, I certify that: - The information provided above is true and correct to the best of my knowledge.					

Signature of Designer

Date.

Page 2 of 2

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

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AFFIDAVIT TO THE PUBLIC

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.

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.

An OSSF requiring a maintenance contract, according to 30 Texas Administrative Code § 285.91(12) will be installed on the property described as: Lot 1375, RIVER CHASE, UNIT EIGHT, Comal County, Texas, according to plat thereof recorded in Volume 15, Pages 177-187, Map and Plat records of Comal County, Texas.

The property is owned by RICHARD ANTHONEY PEREZ and ELIZABETH LYNN PEREZ, husband and wife, owning, occupying and claiming other property as homestead.

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.

SWORN TO AND

2020

28th

DAY OF

Notary Public State of

RACE ROMAN BLAKE otary Public, State of Texas Comm. Expires 10-09-2021 Notary ID 129589168

Notary/s Printed Name: My Commission Expires:

10-09-

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

Page one

System	Ow	ner:	
Richard	& f	Elizabeth	Perez

Brand Name:	Clearstream	Wastewater	System
System Name:	Primary		
Serial Number:			
Model Number	:		
Permit Number	••		

Site: Legal Description: 193 Longwood Drive, Lot 1375, Unit 8

River Chase, 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 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

Installation Company:

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

MANUFACTURER:

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

Permitting Authority:

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

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

System Owner

System Owner

Service Company Operator License Number: MP0000892

REVISED

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

LOCA	ATION: 193 Longwood Dr., Lot 1375, Unit 8						
		River Chase, Comal Co	ounty				
I.	USDA County Soils	Survey Classification: RUI	O – Rumple-Comfort Association				
II.	Soil Analysis Sampl (Method and Location)	e:Two soil borings locate	d in the proposed absorption area.				
III.		" inches clay soil with stones ur					
IV.	Soil Texture Classif		Soil Class III <u>X Soil</u> Class IV				
V.	Soil Structure:	Blocky					
VI.			ls, rock or fractured rock, depth of 24"				
VII.	Topography:	1-2% slope					
VIII:	Flood Hazard:	On-Site Sewage Facility is no	t located in a flood prone area.				
IX. O	verall Site Suitability	: The site is suitable for Aerobic	c Treatment with Spray Irrigation.				
X. Re	echarge Zone:	Yes. No recharge features foun	d within 150 Ft. of OSSF sytsems.				
Signat	Jush	<u>September 18, 2020</u>	OS0003914				
Signat	ure	Date	Registration #				



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: Richard & Elizabeth

193 Longwood Drive

New Braunfels, Texas 78132

LOCATION: 193 Longwood Drive

Lot 1375, Unit 8 River Chase Comal County

DEVELOPMENT: Proposed Four-bedroom residence with 3,671 sq. ft. living area.

ESTIMATE OF WATER CONSUMPTION: 360 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:

Application Area

Required = Flow = 300 Gals./Day = 4,688 Sq. Ft.

Soil Appl. Rate = .064 Gals./Sq.Ft./Day

ACTUAL APPLICATION AREA TO BE COVERED:

(Radius of Sprinkler Head) X (Radius of Sprinkler Head) X 3.14 = Sq. Ft. Two Full circle sprinkler heads, each one with a 30 foot radius = 5,652 Sq. Ft. Total = 5,652 Sq. Ft.

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:

- 1. Minimum 500 gallon Pre-Treatment Tank.
- 2. **Aerobic Treatment Unit** 600 gallon TCEQ approved unit.
- 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. 1,200 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: August 10, 2020

Jim Blake, Professional Sauitarian #2289

STATE MANDATED REGULATION CONCERNING AEROBIC SYSTEMS

NAME: Richard and Elizabeth Perez

LOCATION: 193 Longwood Drive, New Braunfels, TX 78132

DATE: August 10, 2020

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 <u>AFFIDAVIT TO THE PUBLIC</u>.)
- 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.

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

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

August 10, 2020

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

RE: Lot 1375, River Chase, Unit 8 (193 Longwood Dr.)

To Whom It May Concern:

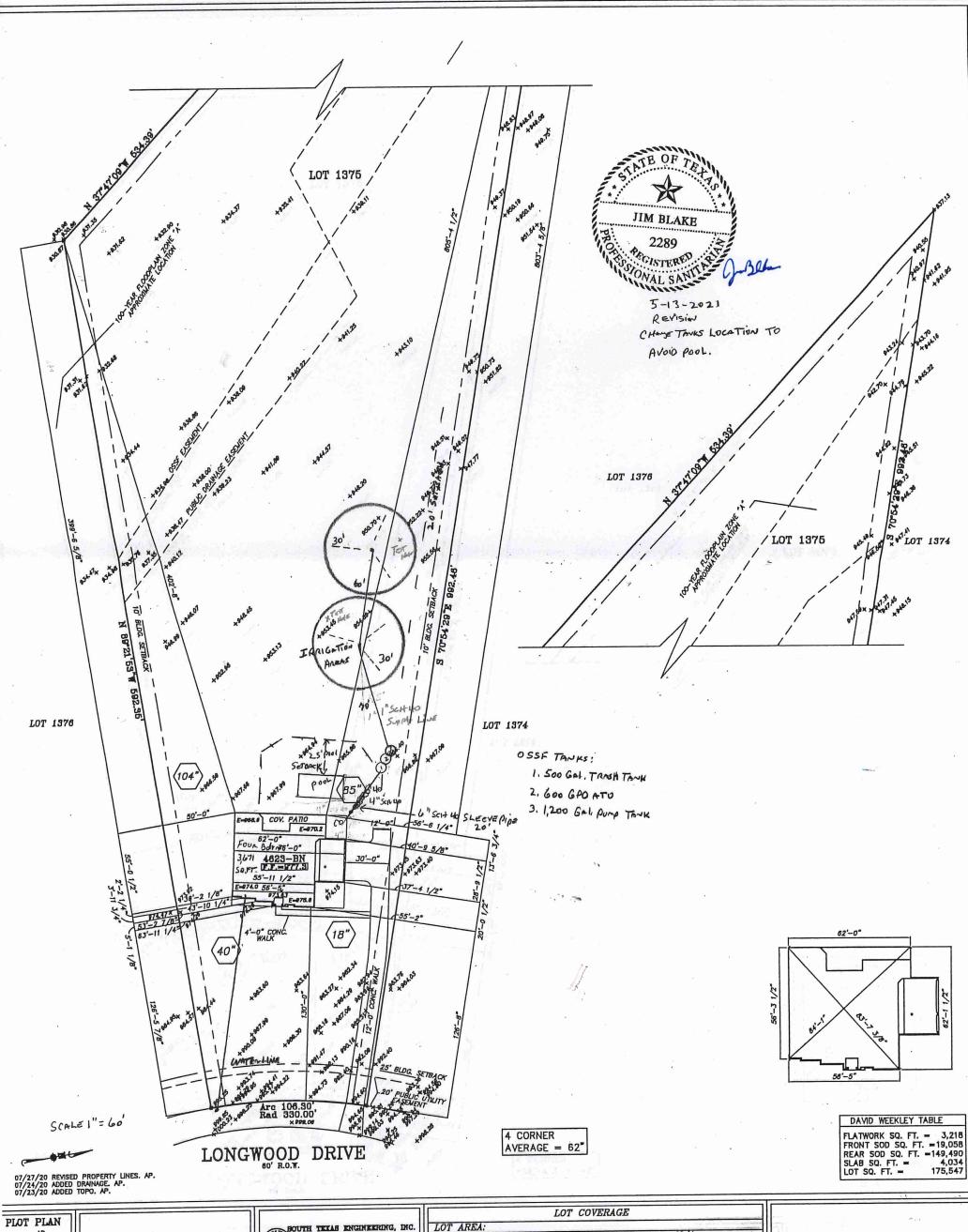
I hereby certify that the On-Site Sewage Facility (OSSF) design for the above referenced property complies with all provisions of the proposed Water Protection Abatement Plan (WPAP), as approved by the Texas Commission on Environmental Quality (TCEQ).

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

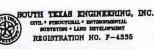
Sincerely,

Jim W. Blake, Sr.

JB Septic Systems, Inc.



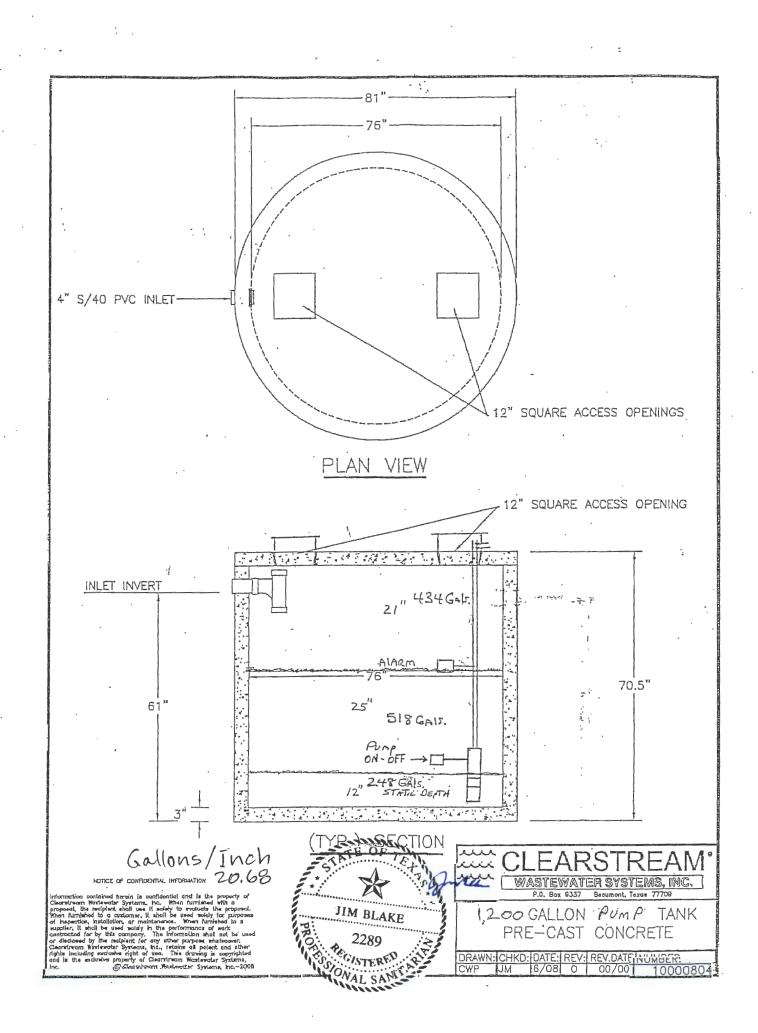
193 LONGWOOD DRIVE LOT 1375 RIVER CHASE, UNIT 8 COMAL COUNTY, TEXAS



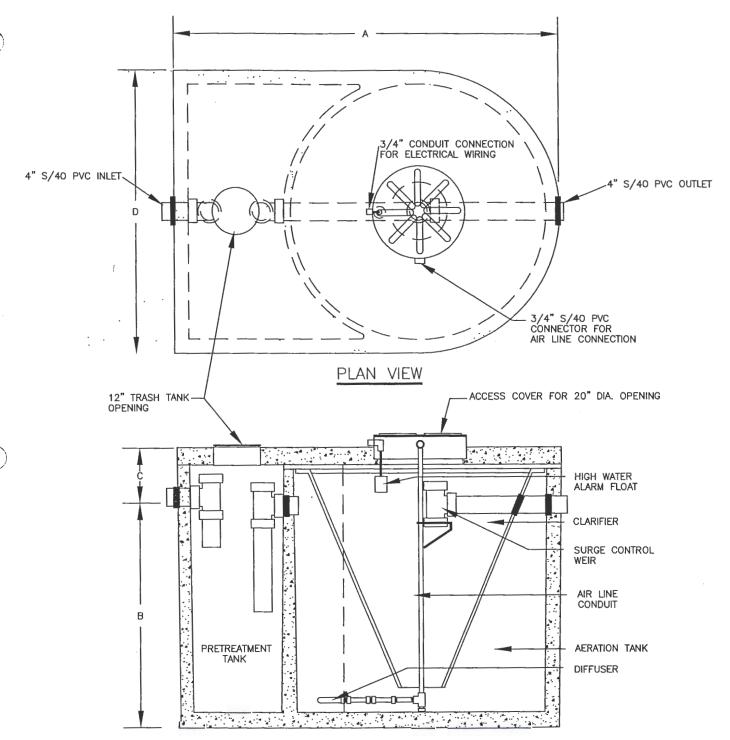
ARAL R. PERSONAL DESTRICTION THE (RIO) THE SEASON LANGUAGE PAR (RIO) THE SEASON PARTY (RIO) THE SEASON RANGE (RIO)

201 00 121	The state of the s
LOT AREA:	
ALLOWABLE COVERAGE:	N/A
SLAB:	
DRIVEWAY:	% SLOPE
PATIO/DECK:	PER SPECS.
WALK:	
TOTAL:	The state of the s

DAVID WEEKLEY HOMES



DESIGN DRAWINGS



MODEL NC2 SECTION

DIMENSIONAL DATA

MODEL	Α	В	С	D
500 NC2	104"	60"	10-1/2"	75"
600 NC2	107"	60"	10-1/2"	82"
750 NC2	107"	70"	10-1/2"	82"
800 NC2	107"	72"	8-1/2"	82"



OWNER'S MANUAL

SERIES P20 4" SUBMERSIBLE PUMP

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

Installation • Operation

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 FUREGOING WARHANTIES 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

PRINTED IN U.S.A.

CL370 (12/14/95)

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

OPERATION

- The pump must be submerged at all times during normal operation. Do not run pump dry.
- 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.
- The motor bearings are lubricated internally. No maintenance is required or possible on the pump or the motor.

Table 1: Recommended Fusing Data 115 Voly60 Hz/1 Phase 2-Wire Cable

НР	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	НР	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	1450	1780	2150

^{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 name-plate voltage under normal load conditions, 50% additional length

is permissable for all sizes.

· Motor Insulation Resistance Readings

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

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)	0.01
Motor in Tank - Readings are Powe	r Cable plus Motor	
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 Do not pull motor for these reasons	20,000 to 500,000	0.02-0.5
Motor definitely damaged or with damaged power cable Pull motor and repair	10,000 to 20,000	0.01-0.02
Failed motor or power cable — Pull motor and repair	Less than 10,000	0-0.01

Important Electrical Grounding Information

A WARNING

Hazardous voltage. Can shock, burn, or kill. To reduce the risk of electrical

shock during pump operation, pround 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 condult 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 comparment. This conductor must be at least as large as the circuit conductors supplying the pump.

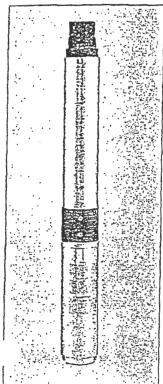
Save these instructions.

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





Submersible Effluent Pump



(UL)

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.
- © Deliin is a registered trademark of E.t. DuPont de Namours and Co.

Specifications are subject to change without notice. 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-Seal²⁰ design, which provides dry running capability in the event of a system failure. This patented Signa-Seal design has no industry equal.

APPLICATIONS
Cesigned for pumping filtered effluent.

SPECIFICATIONS
Shell: etainless steel
Discharge: fiberglass-reinforced
thermoplastic

Discharge bearing: Nylatron^a intermediate bearing: (on larger units) polycarbonate, nitrile rubber, and stainless steel Impellers: Detrin^a

Ottfusers: Lexan* With stainless steel insert

Thrust pads: proprietary spec. Shaft and coupling: stainless steel Intake: fiberglass-reinforced thermoplastic

Intake screen: polypropylene Cable guard: stainless stael Agency Listings: UL 778



FEATURES

- Patented Staging System Dur proven Signa-Sealim staging system incorporates a harder-their-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 selflubricating Nylatron⁹ 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.
- III Cable Guard Corrosion-resistant stainless steel guard protects motor leads. Tapered ends prevent pump from catching on well.
- M Corrosion-proof intake screen
- Franklin Electric Motor 100% corrosion-resistant stainless steel construction. Constant jubrication through water-filled design. Hermetically-sealed stator assures moisture-free windings. Bullt-in surge arrester provided on 1/2 HP through 1-1/2 HP, single-phase pumps for added protection. All thrust ebsorbed by durable Kingsbury-type thrust bearing. Replaceable motor lead assembly. NEMA standard motors, 2- and 3-yrire.

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	52	44	: 33	19
Gallons Per Minute	10	15	20	25	30

- 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.

PROPLUS® GEAR JRIVEN 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

■ 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.

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.

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.

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.

KEY TURRET TOP NOZZLE NOZZLE POSITION RETENTION SCREW KEYHOLE NOZZLE KEY IN **PRONGS** KEYHOLE (0) URRET NOZZLE SOCKET LOWER RISER HOUSING CAN

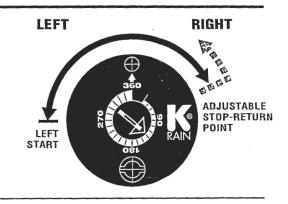
PROPLUS IS ADJUSTABLE AND CONTINUOUS 360° ALL IN ONE MODEL

SETTING THE ARC ADJUSTMENT (PRESET AT 90°)

5 FIND THE LEFT START POSITION

First rotate the turret with your finger

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.

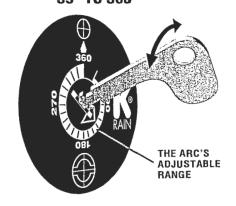
WHEN SET AT 360°, PROPLUS WILL ROTATE CONTINUOUSLY IN A CLOCKWISE DIRECTION.

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.

ARC SELECTION: 35° TO 360°



§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 osmcosis 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

From: Ritzen, Brenda

To: "JB Septics Systems Inc."

Subject: Permit 111344

Date: Wednesday, September 16, 2020 9:52:00 AM

Re: Richard Anthony Perez & Elizabeth Lynn Perez

River Chase Unit 8 Lot 1375

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:



The Site & Soil Evaluation indicates that this property is not located over the Edwards Aquifer Recharge Zone.

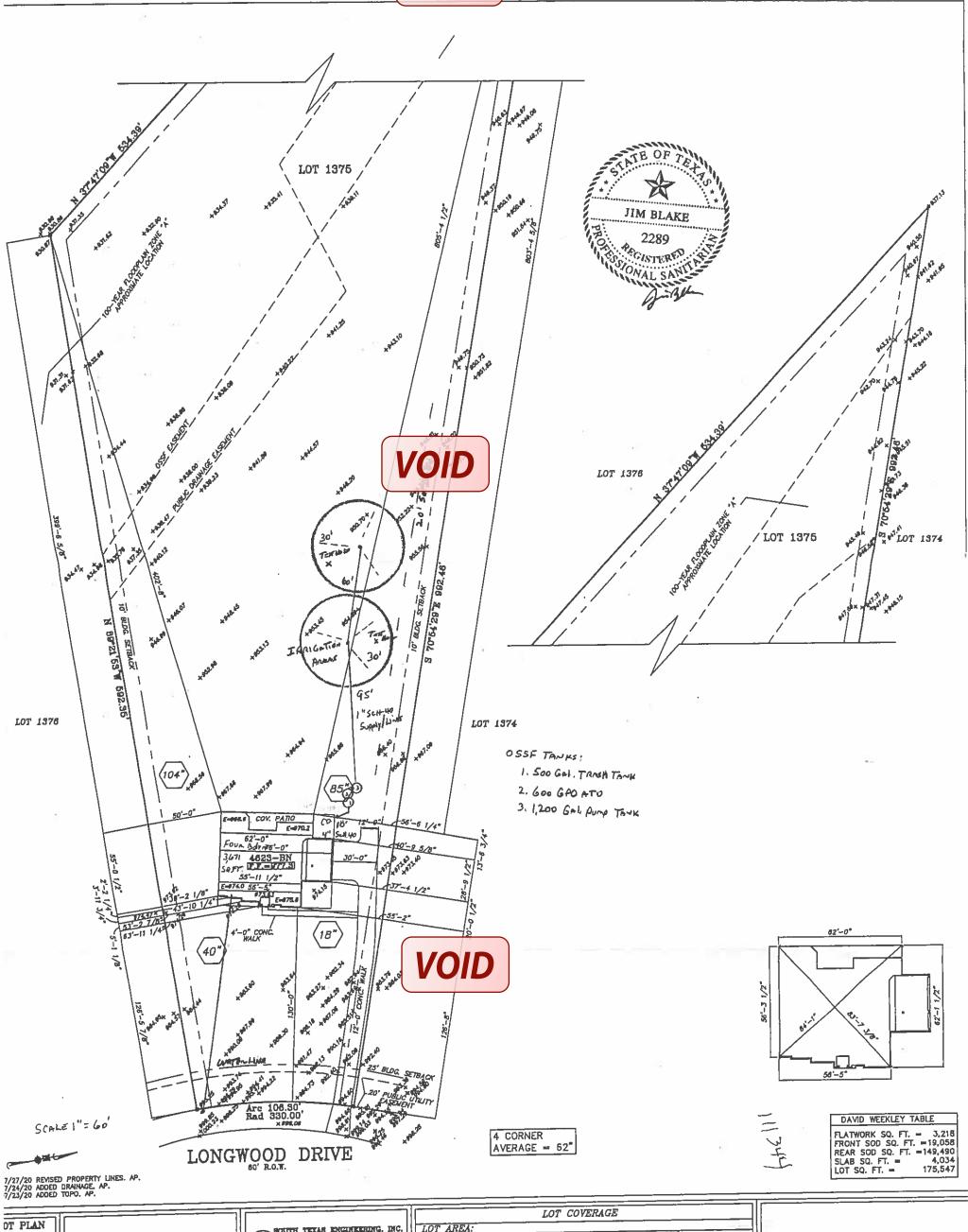
2. Revise as needed and resubmit.

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

VOID



0T PLAN

1'=40'

07/22/2020

JOB #
1201629

SHEET

193 LONGWOOD DRIVE LOT 1375 RIVER CHASE, UNIT 8 COMAL COUNTY, TEXAS



20	
AND R. PORTOR DOTTE, MAIN 100 BAR ARTORIO, CHILAR 78488—1488	INT (ETO) AND MAN

LOT COVER	RAGE
LOT AREA: ALLOWABLE COVERAGE:	N/A
SLAB: DRIVEWAY:	% SLOPE
PATIO/DECK: WALK:	PER SPECS.
TOTAL:	TO THE PERSON NAMED IN

DAVID WEEKLEY HOMES

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

LOCA	ATION:	1375 Longwood Drive, Lo	t 1375, Unit 8
		River Chase, Comal Count	ty
I.	USDA County Soils S	Survey Classification: RUD –	Rumple-Comfort Association
II.	Soil Analysis Sample (Method and Location)	Two soil borings located in	n the proposed absorption area.
III.		inches clay soil with stones under	
IV.	Soil Texture Classific	cation: _Soil Class IbSoil Class II	Soil Class IIIX Soil Class IV
v.	Soil Structure:	BI VOID	
VI.	Restrictive Horizons	(Note any dense clay sub-soils, Rock at approximately 24'	rock or fractured rock, depth of
VII.	Topography:	1-2% slope	
VIII:	Flood Hazard:	On-Site Sewage Facility is not lo	ocated in a flood prone area.
IX. O	verall Site Suitability:	The site is suitable for Aerobic T	reatment with Spray Irrigation.
X. Re	echarge Zone:	No.	
	Jisch	August 10, 2020	OS0003914
Signat	ture	Date	Registration #



4000141801251

This instrument electronically filed by:
Alamo Title Company
494 South Seguin St., Ste100
New Braunfels, TX 78130

When recorded, mail to: Randolph-Brooks Federal Credit Union PO Box 2097 Universal City, TX 78148-2097 800-580-3300

This document was prepared by: Randolph-Brooks Federal Credit Union PO Box 2097 Universal City, TX 78148-2097 210-945-3300

Title Order No.: 4000141801251

LOAN #: CU18110001767

[Space Above This Line For Recording Data] -

ON THE NEW

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.

DEED OF TRUST

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 January 9, 2019, together with all Riders to this document.

(B) "Borrower" is RICHARD ANTHONEY PEREZ AND ELIZABETH LYNN PEREZ, HUSBAND AND WIFE, OWNING, OCCUPYING AND CLAIMING OTHER PROPERTY AS HOMESTEAD.

Borrower is the grantor under this Security Instrument.

TEXAS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3044 1/01 (rev. 10/17)
Elle Mae, Inc. Page 1 of 13



TXUDEDL 0918 TXUDEED (CLS) 01/08/2019 01:48 PM PST

LOAN #: CU18110001767

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**

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]:

Lot 1375, RIVER CHASE, UNIT EIGHT, Comai County, Texas, according to plat thereof recorded in Volume 15, Pages 177-187, Map and Plat Records, Comai County, Texas.

which currently has the address of 193 Longwood, New Braunfels,

[Street] [City]

Texas 78132-2333

("Property Address"):

[Zip Code]

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 seised 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 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

LOAN #: CU18110001767

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 tien 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 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.

Lender to Borrower requesting payment.

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 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

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



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 nonrefundable 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



reduces principal, the reduction will be treated as a partial prepayment 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 Borrower 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. Berrower'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. Berrower'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 it 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



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:

E 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 flens 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



This instrument electronically filed by: Alamo Title Company 494 South Seguin St., Ste100 New Braunfels, TX 78130

LOAN #: CU18110001767

County of Coma !

Before me, ______, on this day personally appeared RICHARD ANTHONEY PEREZ AND ELIZABETH LYNN PEREZ, known to me (or proved to me on the oath of

_) to be the person whose name is subscribed to the foregoing

or through instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 9th day of JANUARY, 2019.

KAY MACDONALD My Notary ID # 7043362 Expires June 3, 2022

Lender: Randolph-Brooks Federal Credit Union

NMLS ID: 583215

Loan Originator: Monica Gentile

NMLS ID: 612914

TEXAS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3044 1/01 (rev. 10/17) Page 13 of 13

TXUDEDL 0918 TXUDEED (CLS) 01/08/2019 01:48 PM PST



LOAN #: CU18110001767

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 ensure 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.

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

MULTISTATE PUD RIDER—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3150 1/01

Ellie Mae, Inc. Page 2 of 3 F3150RLU 0115
F3150RLU (CLS)
01/08/2019 01:48 PM PST



LOAN #: CU18110001767

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.

RICHARD ANTHONEY PEREZ

DATE

LIZABETH LYNN BEREZ

DATE

LIZABETH LYNN BEREZ

DATE

MULTISTATE PUD RIDER--Single Family--Fannie Mae/Freddle Mac UNRFORM INSTRUMENT Form 3150 1/01

F3150RLU 0115

F3150RLU (CLS)

01/08/2019 01:48 PM PST

After Recording Return to:

Alamo Title Company 494 South Seguin St., Ste 100 New Braunfels, TX 78130 Filed and Recorded Official Public Records Bobbie Koepp, County Clerk Comal County, Texas 01/09/2019 03:56:58 PM LAURA 16 Pages(s) 201906001044





OSSF DEVELOPMENT APPLICATION

COMAL COUNTY	CHECKLIST				
ENGINEER'S OFFICE	Star	ff will complete s	haded items		
		É			
	Date Received	Initials	Permit Number		
Instructions:					
Place a check mark next to all items that apply. For ite Checklist <u>must</u> accompany the completed application.		ce "N/A". This O	SSF Development Application		
OSSF Permit					
Completed Application for Permit for Authorizatio	n to Construct an On-Site	Sewage Facility	and License to Operate		
Site/Soil Evaluation Completed by a Certified Site	e Evaluator or a Professio	nal Engineer			
Planning Materials of the OSSF as Required by to of a scaled design and all system specifications.	he TCEQ Rules for OSSF	Chapter 285. P	lanning Materials shall consist		
Required Permit Fee - See Attached Fee Schedu	ule				
Copy of Recorded Deed					
Surface Application/Aerobic Treatment System					
Recorded Certification of OSSF Requiring	Maintenance/Affidavit to t	he Public			
Signed Maintenance Contract with Effective	e Date as Issuance of Lic	ense to Operate			
I affirm that I have provided all information require constitutes a completed OSSF Development Applic		ment Applicatio	on and that this application		
Signature of Appl icant		23/2020	ate		
COMPLETE APPLICATION					
Check No. Persist No.	(M	Back of the Street of the Stre	TE APPLICATION ed, Application Refeased)		

Revised: September 2019

Aerobic Septic System Inspection Report Submitted by:

J. B. Septic Maintenance, Inc.

Contact: Jim Blake

Installation Date:	Scheduled Report	Permit Number: 111344
This testing and reporting record shall be cretained by the maintenance company. The copy is to be sent to the system owner alon	e second copy is to be sent to g with an invoice for services	the local permitting authority and the third s by the maintenance company.
1. Required frequency of visits is ev		Date of inspection visit: 9/27/2022
2. System inspected:		ard & Elizabeth Perez
System Name: Primary	Property Address: 193	
· · · · · · · · · · · · · · · · · · ·	City, State., ZipCode: New	by: Zoltan Juhasz Ochow I
Brand Name: Clearstream	Hispected t	by. Zonan Junasz (Josh)
Model Num: 600 NC-2T		(Signature)
Inspected Item	Operational In	operative Not Applicable
Aerators	\checkmark	
Filters	\checkmark	
Irrigation Pumps	\checkmark	
Recirculation Pumps		
Disinfection Device	\checkmark	
Chlorine Supply	\checkmark	
Electrical Circuits	✓ ✓ ✓	
Distribution System	\checkmark	
Sprayfield Vegetation/Seed	r 🗸	
Other Item (Specify)		
3. Repairs to system (list all compo	nents replaced):	
4. Tests required and results:		Tent
Test Required Check if YES	<u>Results</u> mg/1, mpn/100 ml, or tra	Test Method
BOD (Grab)		,
TSS (Grab)		· .
Cl₂ (Grab) ✓	0.2 mg/L	DPD
Fecal Coliform		
5. Comments:		
PT= 1 "		
ATU= 20%		
TT= 2" Lids secure at de	parture.	

Aerobic Septic System Inspection Report Submitted by:

J. B. Septic Maintenance, Inc.

Contact: Jim Blake

Installation Date:	Scheduled Report	Permit Number: <u>111344</u>
This testing and reporting record shall be c retained by the maintenance company. The copy is to be sent to the system owner alon	e second copy is to be sent to the	local permitting authority and the third
1. Required frequency of visits is ev	dry nonths.	Date of inspection visit: 7/21/2022
2. System inspected:	Owner:Richard &	z Elizabeth Perez
System Name: Primary	Property Address: 193 Lon	
	City, State., ZipCode: New Bran	_
Brand Name: Clearstream	inspected by:	Julio Esquival MM
Model Num: 600 NC-2T	٠	(Signature)
Inspected Item	Operational Inope	rative Not Applicable
Aerators	✓	
Filters	✓	
Irrigation Pumps	✓	
Recirculation Pumps		
Disinfection Device	✓	
Chlorine Supply	\checkmark	
Electrical Circuits	\checkmark	
Distribution System	r 🗸	
Sprayfield Vegetation/Seedi	ı ✓	
Other Item (Specify)		
3. Repairs to system (list all compor Replaced effluent pump	ents replaced):	
•		
4. Tests required and results:		Test
Test Required	Results	<u>Test</u> Method
Check if YES	mg/1, mpn/100 ml, or trace	<u> </u>
BOD (Grab)		
TSS (Grab)		
$\operatorname{Cl}_2\left(\operatorname{Grab}\right)$	0.2 mg/L	DPD
Fecal Coliform		
5. Comments:		
PT= 1 " ATU= 15%		
TT= 2" Lids secure at dep	parture.	

WORK ORDER

Aerobic Services 15188 FM 306, Canyon Lake, TX 78133 Canyon Lake: (830) 964-2365 | Bastrop:

(512) 303-6922

www.aerobicservices.com

Customer ID



Serviced

192711		6/5/24			06-05-24					
Customer Name and Site Address			Contact	Customer Email Addr						
Richard Perez		Richard Perez	ric	hperez@gmail.com						
193 LONGWOOD DR		Main Phone	S	econdary Phone						
New Braunfels, TX		(210) 323-1865		(210) 323-1864						
Mailing: 193 LONGWOOD DR, New Braunfels TX 78132										
System Permit #	Brand of Syst	tem								
111344	Clearstrear	n								
Work Order Type	Assigned Techi	nician	HEALT							
Repairs	Mark		Comal							
DESCRIPTION OF THE WO	ORK ORDER (REAS	ON OF C	ALL)							
Red light alarm. Call OTW. CC on file										
RESULTS OF WORK ORDER										
At arrival system in aeration alarm due to broken contact wire on soldered end. We recommended air compressor replacement or temporary repair by wrapping wire around contact. Client opted for temporary repair.										
DIRECTIONS / INSTRUCTIONS FOR THE TECHNICIAN										
Customer's	s Signature		Date: 6/5/24	ynav	MA. LESSE EMPLOYEE'S SIG	onature				
Castomer 5 Signature										

Scheduled

WORK ORDER

Aerobic Services 15188 FM 306, Canyon Lake, TX 78133 Canyon Lake: (830) 964-2365 | Bastrop:

(512) 303-6922

www.aerobicservices.com

Customer ID



Serviced

192711		6/5/24			06-05-24					
Customer Name and Site Address			Contact	Customer Email Addr						
Richard Perez		Richard Perez	ric	hperez@gmail.com						
193 LONGWOOD DR		Main Phone	S	econdary Phone						
New Braunfels, TX		(210) 323-1865		(210) 323-1864						
Mailing: 193 LONGWOOD DR, New Braunfels TX 78132										
System Permit #	Brand of Syst	tem								
111344	Clearstrear	n								
Work Order Type	Assigned Techi	nician	HEALT							
Repairs	Mark		Comal							
DESCRIPTION OF THE WO	ORK ORDER (REAS	ON OF C	ALL)							
Red light alarm. Call OTW. CC on file										
RESULTS OF WORK ORDER										
At arrival system in aeration alarm due to broken contact wire on soldered end. We recommended air compressor replacement or temporary repair by wrapping wire around contact. Client opted for temporary repair.										
DIRECTIONS / INSTRUCTIONS FOR THE TECHNICIAN										
Customer's	s Signature		Date: 6/5/24	ynav	MA. LESSE EMPLOYEE'S SIG	onature				
Castomer 5 Signature										

Scheduled