

Comal County Environmental Health OSSF Inspection Sheet

Installer Name: _____

OSSF Installer #: _____

1st Inspection Date: _____

2nd Inspection Date: _____

3rd Inspection Date: _____

Inspector Name: _____

Inspector Name: _____

Inspector Name: _____

Permit#:		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)(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)				

Inspector Notes:

**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						
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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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)(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)				
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)				

**Comal County Environmental Health
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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)				
33	AEROBIC TREATMENT UNIT Is Aerobic Unit Installed According to Approved Guidelines.		285.32(c)(1)				
34	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						
35	AEROBIC TREATMENT UNIT Chlorinator Properly Installed with Chlorine Tablets in Place.						
36	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						
37	PUMP TANK Inspection/Clean Out 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						
39	PUMP TANK Electrical Connections in Approved Junction Boxes / Wiring Buried						

**Comal County Environmental Health
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)				
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

ENGINEER'S OFFICE

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

Permit Number: 117360
Issued This Date: 05/06/2024
This permit is hereby given to: Alma Perez Guajardo

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

1612 WESTVIEW COURT DR
CANYON LAKE, TX 78133

Subdivision: Canyon Lake Forest
Unit: 2
Lot: 672
Block: 0
Acreage: 0.0000

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.

RECEIVED
By Kathy Griffin at 1:48 pm, Apr 09, 2024

OSSF DEVELOPMENT APPLICATION CHECKLIST



COMAL COUNTY
ENGINEER'S OFFICE

Staff will complete shaded items

		117360
<i>Date Received</i>	<i>Initials</i>	<i>Permit Number</i>

Instructions:

Place a check mark next to all items that apply. For items that do not apply, place "N/A". This OSSF Development Application Checklist **must** accompany the completed application.

OSSF Permit

- Completed Application for Permit for Authorization to Construct an On-Site Sewage Facility and License to Operate
- Site/Soil Evaluation Completed by a Certified Site Evaluator or a Professional Engineer
- Planning Materials of the OSSF as Required by the TCEQ Rules for OSSF Chapter 285. Planning Materials shall consist of a scaled design and all system specifications.
- Required Permit Fee - See Attached Fee Schedule
- Copy of Recorded Deed
- Surface Application/Aerobic Treatment System
 - Recorded Certification of OSSF Requiring Maintenance/Affidavit to the Public
 - Signed Maintenance Contract with Effective Date as Issuance of License to Operate

I affirm that I have provided all information required for my OSSF Development Application and that this application constitutes a completed OSSF Development Application.

Alma P. Guayardo
Signature of Applicant

4-2-24
Date

___ COMPLETE APPLICATION
Check No. _____ Receipt No. _____

INCOMPLETE APPLICATION (Missing Items Circled, Application Refused)
--



ON-SITE SEWAGE FACILITY APPLICATION

195 DAVID JONAS DR
NEW BRAUNFELS, TX 78132
(830) 608-2090
WWW.CCEO.ORG

Date **RECEIVED**
By Kathy Griffin at 2:04 pm, Apr 09, 2024

Permit Number 117360

1. APPLICANT / AGENT INFORMATION

Owner Name Alma Perez Guajardo
Mailing Address 4400 Ste. Hwy 121 Ste.300 # 10015
City, State, Zip Lewisville, TX 78056
Phone # 214-235-5161
Email _____

Agent Name David Winters Septics LLC.
Agent Address P.O Box 195
City, State, Zip Spring Branch, TX 78070
Phone # 830-935-2477
Email Wintersseptics@gvvc.com

2. LOCATION

Subdivision Name Canyon Lake Forest Unit 2 Lot 672 Block _____
Survey Name / Abstract Number _____ Acreage _____
Address 1612 Westview Ct. City Canyon Lake State TX Zip 78133

3. TYPE OF DEVELOPMENT

Single Family Residential

Type of Construction (House, Mobile, RV, Etc.) House
Number of Bedrooms 3
Indicate Sq Ft of Living Area 1797

Non-Single Family Residential

(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: \$ 200,000 (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 Rainwater

4. SIGNATURE OF OWNER

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. I certify that I am the property owner or I possess the appropriate land rights necessary to make the permitted improvements on said property.
- 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.

Alma P. Guajardo
Signature of Owner

4-2-24
Date

Planning Materials & Site Evaluation as Required Completed By _____

System Description _____

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

Tank Size(s) (Gallons) _____ Absorption/Application Area (Sq Ft) _____

Gallons Per Day (As Per TCEQ Table III) _____

(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

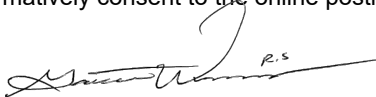
If yes, indicate the city: _____



Garrett R. Winters R.S.

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

Yes

COUNTY OF COMAL
STATE OF TEXAS

AFFIDAVIT TO THE PUBLIC

CERTIFICATION OF OSSF REQUIRING MAINTENANCE

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

I
The Texas Health and Safety Code, Chapter 366 authorizes the Texas Commission on Environmental Quality (TCEQ) to regulate on-site sewage facilities (OSSFs). Additionally, the Texas Water Code (TWC), § 5.012 and § 5.013, give 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 owners 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 (insert legal description):

Lot 672, Canyon Lake Forest, Unit No. 2, in Comal County, Texas

The property is owned by (Insert owner's full name):

Alma Perez Guajardo

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 OSSF may be obtained from Comal County Engineer's Office.

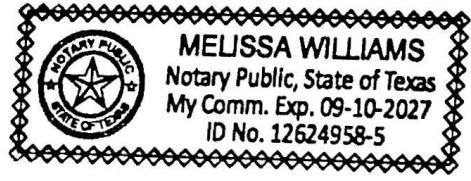
WITNESS BY HAND(S) ON THIS 2 DAY OF April 2024

Alma P. Guajardo
Owner(s) signature(s)

ALMA P. Guajardo
(PRINTED NAME)

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS 2 DAY OF April 2024

Melissa Williams
Notary Public, State of Texas
Notary's Printed Name: _____
My Commission Expires: _____



Filed and Recorded
Official Public Records
Bobbie Koepf, County Clerk
Comal County, Texas
04/04/2024 10:33:48 AM
TERRI 1 Page(s)
202406010077

Bobbie Koepf

DAVID WINTERS SEPTICS, LLC
PO BOX 195
SPRING BRANCH, TX 78070
830-935-2477 OFFICE
830-935-2477 FAX
wintersseptics@gvtc.com

Routine Maintenance and Inspection Agreement

This Work-for-Hire Agreement (hereafter referred to as this "Agreement") is entered into, by, and between Alma Perez Guajardo (referred to as "Client") and David Winters Septic's, LLC, Inc. (hereafter referred to as "Contractor") located at 1612 Westview Ct. Dr. Date beginning on Issue Date of License to Operate and contract ending 2 years from Issue Date of License to Operate. By this agreement the Contractor agrees to render professional service, as described herein, and the Client agrees to fulfill the terms of this Agreement as described herein.

This agreement will provide for all required inspections, testing, and service for your Aerobic Treatment System. The policy will include the following:

1. Three (3) inspections per year/service calls (at least one every four months), for a total of six (6) over the two-year period, including inspection, adjustment, and servicing of the mechanical, electrical and other applicable component parts to ensure proper function. This includes inspecting control panel, air pumps, air filters, diffuser operation, and replacing or repairing any component not found to be functioning correctly. Any alarm situations affecting the proper function of the Aerobic process will be addressed within a 48-hour time frame. This contract does not include labor on warranty and non-warranty parts.
2. An effluent quality inspection consisting of a visual check of color, turbidity, scum overflow and examination for odors. A test for chlorine residual and pH will be taken and reported as necessary.
3. If any improper operation is observed, which cannot be corrected at the time of the service visit, you will be notified on your inspection report.
4. The Client is responsible for the chlorine tablets and/or liquid chlorine; they must be filled before or during the service visit.
5. Any additional visits, inspections or sample collection required by specific Municipalities, Water/River Authorities, and County Agencies the TCEQ or any other authorized regulatory agency in your jurisdiction will not be covered by this policy.

At the conclusion of the initial service policy, our company will make available, for purchase on an annual basis, a continuing service policy cover NORMAL inspection, maintenance and repair.

The Homeowners Manual must be strictly followed or warranties are subject invalidation. Pumping of sludge build up is not covered by this policy and will result in additional charges.

This agreement does not cover any labor or parts for items which must be replaced due to acts of God, i.e., lightning strikes, high winds, flooding, freezing.

This agreement DOES NOT COVER materials or parts which must be replaced due to misuse or abuse of the system. These include but are not limited to: Sewage flows exceeding the recommended daily hydraulic design capabilities, Disposal of Non-Biodegradable materials, such as chemicals, grease or oil, sanitary napkins, tampons, baby wipes, disposable diapers, Clogs in the line between the house and the tank.

This agreement DOES NOT COVER LABOR OR PARTS for out- of- warranty items.

Service calls made outside of the regular maintenance schedule are subject to a \$75.00 SERVICE CALL FEE due at the time of service.

ACCESS BY CONTRACTOR

The contractor or anyone authorized by the contractor may enter the property at reasonable times without prior notice for the purpose of service described above.

First 2 years
included with new

PAYMENT AGREEMENT

The client will pay compensation to the contractor for the services in the amount of install. This compensation shall be payable in one lump sum payment upon acceptance of this agreement. Payments not received within 30 days of the above described due date will be subject to a \$25.00 late penalty.

TERMINATION OF THIS AGREEMENT

Either party may terminate this agreement within 10 days of written notice in the event of substantial failure to perform in accordance with its terms by other party without fault of the terminating party. If this agreement is terminated, the contractor will immediately notify the appropriate health authority.

LIMIT OF LIABILITY

The Contractor will not be liable for indirect, consequential, incidental or punitive damages, whether in contract or any other theory. In no event shall the Contractor's liability for direct damages exceed the price for the services described in this agreement.

Permit # _____

The effective date of this initial maintenance agreement shall be the date the license to operate is issued.

Client

Alma Perez Guajardo

Name

1612 Westview Ct. Dr.

Address

Canyon Lake, TX 78133

City/State/Zip Code

210-823-2710

Phone

Almaguajardo+att.net

Email address

Alma P. Guajardo

Signature of Client

Contractor

David Winters Septic's, LLC, Inc.

P.O. Box 195

Spring Branch, Texas 780170

Office 830-935-2477 Fax 830-935-2477

By: David Winters

Signature of Contractor

Maintenance Provider #-MP0001686

OSSF Soil & Site Evaluation

Page 1 (Soil & Site Evaluation)

Date Performed: ____/____/____

Property Owner: _____

Site Location: _____ Proposed Excavation Depth: _____

REQUIREMENTS:

At least two soil excavations must be performed on the site, at opposite ends of the proposed disposal area. Locations of soil borings or dug pits must be shown on the site drawing. For subsurface disposal, soil evaluations must be performed to a depth of at least two feet below the proposed disposal field excavation depth. For surface disposal, the surface horizon must be evaluated. Describe each soil horizon and identify any restrictive features on this form. Indicate depths where features appear.

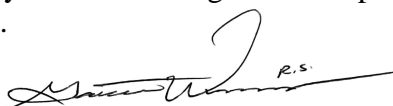
Soil Boring Number: _____					
Depth (Feet)	Texture Class	Gravel Analysis (If Applicable)	Drainage (Mottles/ Water Table)	Restrictive Horizon	Observations
1 FT.					
2 FT.					
3 FT.					
4 FT.					
5 FT.					

Soil Boring Number: _____					
Depth (Feet)	Texture Class	Gravel Analysis (If Applicable)	Drainage (Mottles/ Water Table)	Restrictive Horizon	Observations
1 FT.					
2 FT.					
3 FT.					
4 FT.					
5 FT.					

FEATURES OF SITE AREA

- Presence of 100 year flood zone Yes No
- Presence of upper water shed Yes No
- Presence of adjacent ponds, streams, water impoundments Yes No
- Existing or proposed water well in nearby area (within 150 feet) Yes No
- Ground Slope _____ %

I certify that the findings of this report are based on my field observations and are accurate to the best of my ability.



 (Signature of person performing evaluation)

 (Date)

 Registration Number and Type

GW Septic Designs



On-Site Sewage Facility Application and Design

Prepared By:
Garrett R. Winters
Registered Professional Sanitarian
R.S# 5213



Contact Information

Phone: (210) 854-2673

Email: Gwintersseptics@gmail.com

1332 Mountain View Dr.

Canyon Lake, TX 78133

Owner/Site Location

Owner/Builder:

Address:

Subdivision:

Lot:

LOT DESCRIPTION

The proposed method of wastewater treatment is aerobic treatment with spray irrigation. The sizing of the OSSF was determined as specified in the Texas Commission on Environmental Quality (TCEQ) CHAPTER 285.33 (C)(2). Water saving devices are assumed for the septic system design. This site is not within the 100-Year flood plain (see site plan). Water to the property will be serviced by Public Water Supply.

System Summary

This design was performed in conformance with Chapter 285 of Texas Commission on Environmental Quality.

- 600gpd Aerobic treatment unit
- Manual 24HR control timer
- 20gpm submersible effluent pump
- SCH40 PVC Sewer pipe
- 1" purple PVC SCH40 supply line
- Liquid Chlorinator
- 2 K-Rain Gear Driven Pop-up Sprinklers not to exceed 40PSI.
- Sprinklers:
- Visual and audio alarms monitoring high water and aerator failure placed in a noticeable location.

Wastewater Design Flow

Structure:

Bedrooms:

Wastewater Usage Rate:

Application Rate: 0.064

Application Area Required:

Actual Application Area:

System Components

Pretreatment Tank: 500gal

Pump Tank: 800gal

Aeration Tank: 600gpd

Pump: C1 20gpm submersible pump (Model no. 20C1-05P4-2W115 or equivalent)

Pump tank reserve minimum:

Landscaping

The native vegetation in the distribution area should consist of low-level shrubs, plains grass, bluestem, or Bermuda. The entire application area must maintain a ground cover after construction. Exposed rock will be covered when in the application area with fine soil such as sandy loam.

If the slope in the drain field area is greater than 15% or is complex, the area is unsuitable for the disposal method, suitable fill shall be brought into the field area to meet this requirement. Surface application systems may apply treated and disinfected effluent upon areas with existing vegetation. If any ground within the proposed surface application area does not have vegetation, that bare area shall be seeded or covered with sod before system start-up. The vegetation shall be capable of growth before the system start-up.



Potable Water Lines

Potable water lines must be at a minimum distance of 10 feet from OSSF components. If a water line is within 10 feet, it must be sleeved with 2" SCH40 PVC Pipe in order to provide equivalent protection of a 10' separation in compliance with TAC chapter 290, Subchapter D, Rules for Public Drinking Water Systems.

Installation

A 3" or 4" solid-wall SCH40 or SDR 26 PVC pipe with a minimum downward slope of 1/8 inch per foot will be installed between the tank and house. A 2-way cleanout must be included in the line between the house and tank. All piping from house-to-tank and tank-to-drain field must be bedded with class Ib, II, or III soils containing less than 30% gravel. The bottom of the excavation for the tank shall be level and free of large rocks/debris, the tanks shall then be bedded with a 4" layer of sand, sandy loam, 3/4 dust or pea gravel. All openings in the tank are to be sealed to prevent the escape of wastewater. For all OSSF's permitted on OR after September 1, 2023, inspection and cleanout ports shall risers over the port openings which extend to a minimum of two inches above grade. A secondary plug, cap, or other suitable restraint system shall be provided below the riser cap to prevent tank entry if the cap is unknowingly damaged or removed. A secondary plug, cap, or other suitable restraint system shall be provided below the riser cap to prevent tank entry if the cap is unknowingly damaged or removed. Risers must be fitted with removable watertight caps and protected against unauthorized intrusions. Acceptable protective measures include: a padlock and a cover that can be removed with tools.

Electrical Components

All electrical wiring shall conform to the requirements of the National Electric Code (1999) or under any other standards approved by the executive director. Additionally, all external wiring shall be installed in approved, rigid, non-metallic gray code electrical conduit. The conduit shall be buried according to the requirements in the National Electric Code and terminated at a main circuit breaker panel or sub-panel. Connections shall be in approved junction boxes. All electrical components shall have an electrical disconnect within direct vision from the place where the electrical device is being serviced. Electrical disconnects must be weatherproof (approved for outdoor use) and have maintenance lockout provisions.

Maintenance Requirements

The homeowner is primarily responsible for maintaining a properly functioning aerobic treatment system. The installer is responsible for furnishing the homeowner with the installation manual and instructing the homeowner on proper use for this type of OSSF. The following provisions are required by the homeowner:

- A maintenance contract must be maintained for the first 2 years by a licensed maintenance contractor.
- A constant supply of chlorine must be provided to the OSSF system.
- The owner must prohibit the discharge of grease into the OSSF system.
- Keep the spray area mowed and tank area free of ants and weeds.
- Maintain all faucets and toilets inside the home free of leaks.
- Maintaining the pretreatment tanks by pumping them out every 3-5 years to avoid sludge buildup.

Maintenance Contract

For any OSSF with a pump, the installer shall provide the Designated Representative with proof of an executed two-year full-service maintenance contract as required by the TCEQ. The maintenance company will verify that the system is operating properly and that they will provide on-going maintenance of the installation. The initial contract will be for a minimum of 2 years. A maintenance contract will authorize the Maintenance Company to maintain and repair the system as needed. The owner must continuously maintain a signed written contract with a valid maintenance company and shall submit a copy of the contract to the permitting authority at least 30 days prior to the date service will cease.



Affidavit

Prior to issuance of a permit, a certified copy of an affidavit must be submitted to the County Clerk's office. The affidavit is a recorded file in reference to the real property deed on which the surface application is installed on the property. The permit issued to the previous owner of the property being transferred to the new owner in accordance with §285.20(5) of the TCEQ OSSF Rules. The permit will be issued in the name of the owner of the OSSF. Permits shall be transferred to the new owner automatically upon legal sale of the OSSF. The transfer of an OSSF permit under this section shall occur upon actual transfer of the property on which the OSSF is located unless the ownership of the OSSF has been severed from the property.



The following design is intended to follow and meet the TCEQ 30 TAC 285 OSSF Regulations. The performance of this system cannot be guaranteed even though all provisions of 30 TAC 285 have been met or exceeded

RECEIVED

By Brandon Olvera at 8:07 am, Jun 28, 2024

GW Designs
Garrett R. Winters
1332 Mountain View DR, Canyon Lake TX

Comal County Engineer's Office
195 David Jonas Drive
New Braunfels, TX 78132

RE- Septic Design

Brandon/Brenda

The unique circumstances of this property make it difficult to comply with the 20ft spray setback requirement. I hereby request a variance for the placement of the spray disposal area 10 feet from the property lines, as well as a battery backup timer to be installed to ensure sprayers only spray during the predawn hours. Installing this timer will provide equivalent protection with TCEQ CHAPTER 285 rules Table X. In my professional opinion this variance will not pose a threat to the environment or public health.

Please feel free to contact me with any questions or concerns.

Sincerely,

Garrett R. Winters R.S

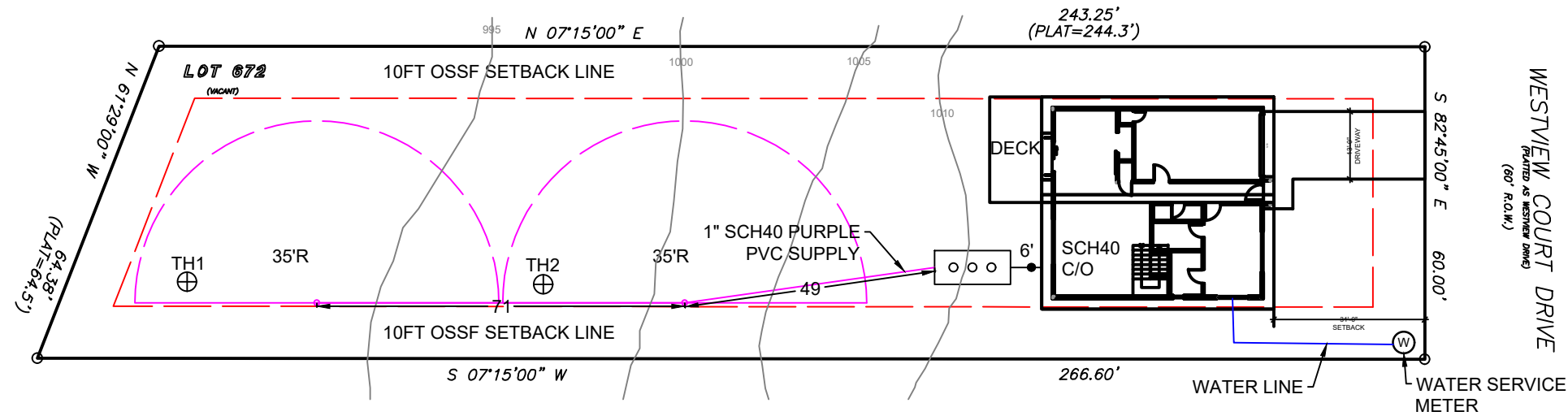


FLOOD PLAIN: AFTER CAREFUL EXAMINATION AND STUDY OF AVAILABLE DATA (INCLUDING FEMA PANEL ZONE X (AREA OF MINIMAL FLOOD HAZARD) I HAVE DETERMINED, TO THE BEST OF MY ABILITY, THAT NEITHER THE HOUSE NOR THE SEPTIC IS LOCATED WITHIN THE 100 YEAR FLOOD PLAIN.

OSSF INFORMATION

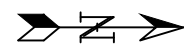
- STRUCTURE: Single Family Residence (1,797SF)
- BEDROOMS: 3
- DAILY WASTEFLOW: 240GPD
- TANK MANUFACTURE: AQUAKLEAR AKA600CA
- MINIMUM SPRINKLER COVERAGE: 3,750SF
- ACTUAL COVERAGE AREA: 3,848SF

*SPRAY FIELD TO BE FREE OF LARGE ROCK AND DEBRIS
FIELD BARE AREAS SHALL BE SEEDED UPON COMPLETION



NOTES

- TANK IS TO BE PLACED AT LEAST 5' FROM STRUCTURES
- ALL POTABLE WATER LINES SHALL BE A MINIMUM OF 10' FROM ANY PART OF THE OSSF
- USE SCH40 3" OR 4" TO CONNECT STRUCTURE TO TANK
- A MINIMUM OF 1/8" PER FOOT OF FALL IS REQUIRED FROM STRUCTURE TO ATU
- SPRINKLER HEADS MAY NOT SPRAY WITHIN 10' OF TREES. UNDER NO CIRCUMSTANCE SHALL FOOD CROPS BE PLANTED IN THE SPRAY AREA
- SPRAY RADIUS SHALL MAINTAIN AT LEAST 100' FROM PRIVATE WELLS, 150' FROM PUBLIC WELLS. (TANKS 50' MIN)
- SYSTEM SHALL INCLUDE BOTH AUDIBLE AND VISUAL ALARMS TO INDICATE HIGH WATER AND AIR FAILURE
- THIS DESIGN MEETS ALL REQUIREMENTS OF THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY OSSF REGULATIONS



PREPARED BY: GARRETT R. WINTERS
R.S #5213

ADDRESS: Westview Court.
Canyon Lake, TX 78133
SUBDIVISION: Canyon Lake Forest 2
LOT: 672

DATE	DESCRIPTION	REV#
Δ		



SCALE: 1" = 30'

DATE: 3/29/2024



Garrett R. Winters
R.S.

OWNER: Modern Lakes Builders LLC.

Pump float settings for 240gpd flow
(measure from tank floor)

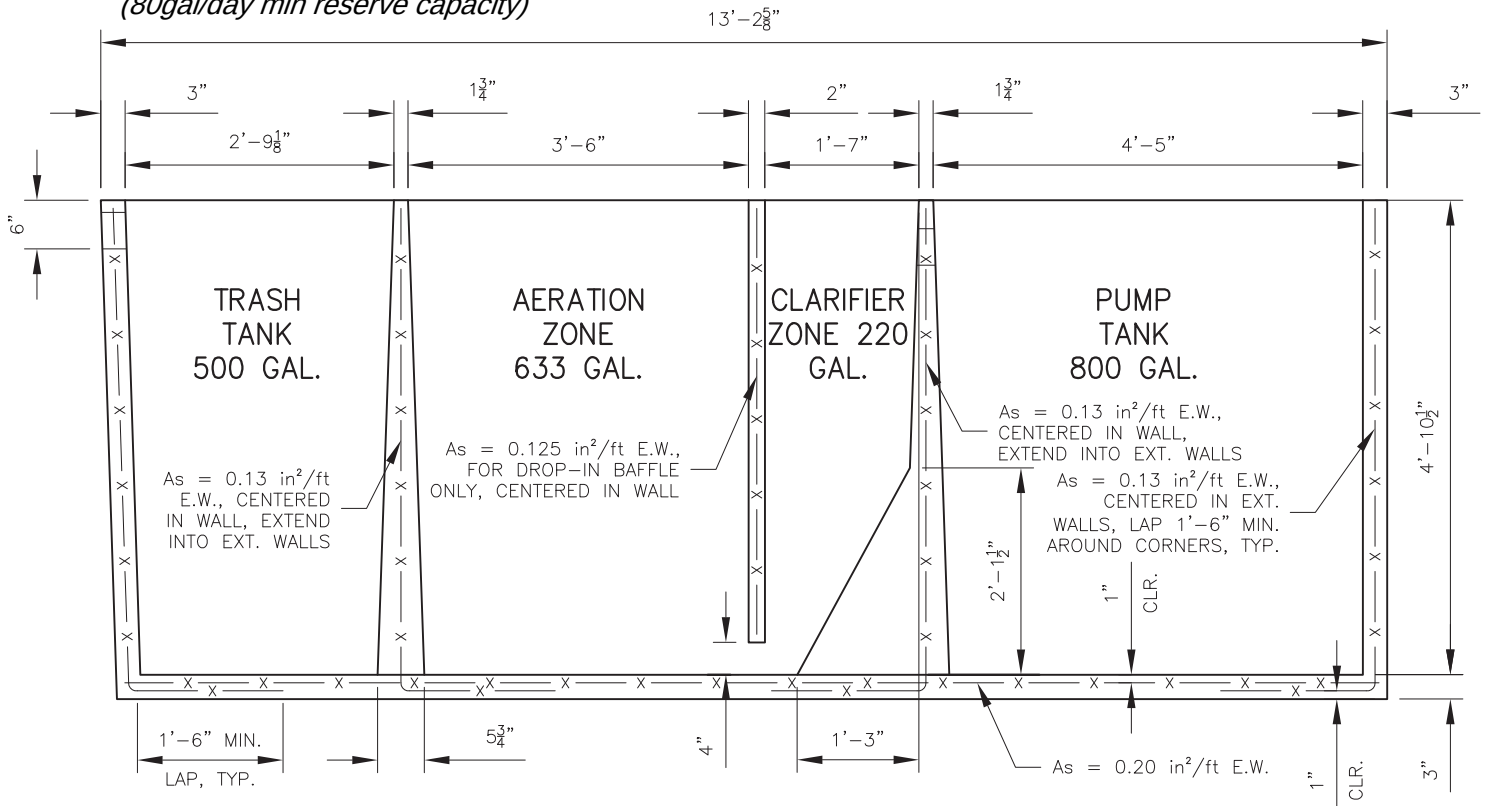
800gal pump tank at 52.5 to bottom outlet = 15.3gal/in

Pump OFF: 12" (184gal)

Pump ON: 28" (428gal)

ALARM: 34" (523gal)

285gal/day reserve capacity
(80gal/day min reserve capacity)



REINFORCING SECTION



Garrett R. Winters R.S.

<table border="1"> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr> <th>REV. NO.</th> <th>DATE</th> <th>REVISION</th> </tr> </table>															REV. NO.	DATE	REVISION	PREPARED FOR: DAVID WINTERS SEPTIC P.O. BOX 195 SPRING BRANCH, TX 78070		
REV. NO.	DATE	REVISION																		
PREPARED BY: DELTA SPECIALTY PRECAST CONCRETE ENGINEERS 860 HOOPER ROAD, ENDWELL, NY 13760-1564 PHONE(607)231-6600 FAX(607)231-6650			DATE: 09/20/2021 SCALE: N.T.S.	SHEET TITLE: REINFORCING SECTION	DRWN BY: CCFH CKD BY:															
PROJECT: AQUAKLEAR WASTEWATER TREATMENT SYSTEM MODEL AKA600CA			CONTRACTOR: DELTA PROJ. NO.: 2021.750.001			DWG. I.D.: RS-02 SHT. NO.: 2 OF 2														

PROPLUS™



Packed with features that ensure reliability, saving the installer time and money on every job.

- **Revolutionary Patented Easy Arc Set** – Simplified arc set allows for wet or dry adjustment in seconds.
- **5" Riser** – Perfect for grasses with thick thatch.
- **3/4" Inlet** – Replaces all standard rotors.
- **2N1 Adjustable or Continuous Rotation** – Provides a full range adjustment from 40° to a continuous full circle.
- **Patented Arc Set Degree Markings** – Clearly indicates the current watering pattern and simplifies arc set adjustment.
- **Arc Memory Clutch** – Prevents internal gear damage and returns rotor to its prior setting automatically if nozzle turret is forced past its stop.
- **Time Proven Patented Reversing Mechanism** – Assures continuous reverse and return...over a 20 year history.
- **Ratcheting Riser** – Allows for easy adjustment of your left starting position with a simple turn of the riser.
- **Rubber Cover** – Seals out dirt, increases product durability.
- **Wide Selection of Nozzles** – Including standard and low angle, provides flexibility in system design.
- **Optional Check Valve** – Prevents low head drainage.



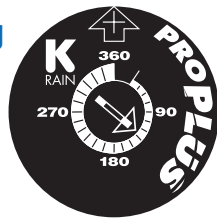
K-Rain Manufacturing Corp.

1640 Australian Avenue
Riviera Beach, FL 33404 USA
+1 561 844-1002
FAX: +1 561 842-9493

1.800.735.7246 | www.krain.com

Easy Arc Setting

Arc Selection 40°
to Continuous 360°
Adjust From Left Start



Models

11003	ProPlus
11003-HP	ProPlus 12" High Pop
11003-SH	ProPlus Shrub Head

OTHER OPTIONS: ADD TO PART NUMBER

-CV	Check Valve
-LA	Low Angle Nozzle
-NN	No Nozzle
-RCW	ProPlus for Reclaimed Water w/Low Angle Nozzle

How to Specify

Model Number	Description
11003	-RCW

Specifications

- Inlet: 3/4" Threaded NPT
- Arc Adjustment Range: 40° to Continuous 360°
- Flow Range: .5 - 10.0 GPM
- Pressure Rating: 20 - 70 PSI
- Precipitation Rate: .06 to .50 Inches Per Hour
(Depending on Spacing and Nozzle Used)
- Overall Height (Popped Down): 7 1/2"
(17" for High Pop Model)
- Recommended Spacing: 28' to 44'
- Radius: 22' to 50'
- Nozzle Trajectory: 26°
- Low Angle Nozzle Trajectory: 12°
- Standard and Low Angle Nozzle: Included
- Riser Height: 5"

Performance Data

NOZZLE	PRESSURE			RADIUS		FLOW RATE			PRECIP in/hr		PRECIP mm/hr	
	PSI	kPa	Bars	Ft.	M.	GPM	L/M	M ³ /H	■	▲	■	▲
#0.5	30	207	2.1	28	8.5	0.5	1.9	0.11	0.12	0.14	3	4
	40	276	2.8	29	8.8	0.6	2.3	0.14	0.14	0.16	3	4
	50	345	3.5	29	8.8	0.7	2.7	0.16	0.16	0.19	4	5
	60	414	4.1	30	9.1	0.8	3.0	0.18	0.17	0.20	4	5
#0.75	30	207	2.1	29	8.8	0.7	2.7	0.16	0.16	0.19	4	5
	40	275	2.8	30	9.1	0.8	3.0	0.18	0.17	0.20	4	5
	50	344	3.4	31	9.4	0.9	3.4	0.20	0.18	0.21	5	5
	60	413	4.1	32	9.8	1.0	3.8	0.23	0.19	0.22	5	6
#1.0	30	207	2.1	32	9.8	1.3	4.9	0.30	0.24	0.28	6	7
	40	275	2.8	33	10.1	1.5	5.7	0.34	0.27	0.31	7	8
	50	344	3.4	34	10.4	1.6	6.1	0.36	0.27	0.31	7	8
	60	413	4.1	35	10.7	1.8	6.8	0.41	0.28	0.33	7	8
#2.0	30	207	2.1	37	11.3	2.4	9.1	0.55	0.34	0.39	9	10
	40	275	2.8	40	12.2	2.5	9.5	0.57	0.30	0.35	8	9
	50	344	3.4	42	12.8	3.0	11.4	0.68	0.33	0.38	8	10
	60	413	4.1	43	13.1	3.3	11.4	0.68	0.34	0.36	8	9
2.5 Pre-installed	30	207	2.1	38	11.6	2.5	9.5	0.57	0.33	0.38	8	10
	40	275	2.8	39	11.9	2.8	10.6	0.64	0.35	0.41	9	10
	50	344	3.4	40	12.2	3.2	12.1	0.73	0.39	0.44	10	11
	60	413	4.1	41	12.5	3.5	13.3	0.80	0.40	0.46	10	12
#3.0	30	207	2.1	38	11.6	3.6	13.6	0.82	0.48	0.55	12	14
	40	275	2.8	39	11.9	4.2	15.9	0.96	0.53	0.61	14	16
	50	344	3.4	41	12.5	4.6	17.4	1.05	0.53	0.61	13	15
	60	413	4.1	42	12.8	5.0	19.0	1.14	0.55	0.63	14	16
#4.0	30	207	2.1	43	13.1	4.4	16.7	1.00	0.46	0.53	12	13
	40	275	2.8	44	13.4	5.1	19.3	1.16	0.51	0.59	13	15
	50	344	3.4	46	14.0	5.6	21.2	1.27	0.51	0.59	13	15
	60	413	4.1	49	14.9	5.9	22.4	1.34	0.47	0.55	12	14
#6.0	40	276	2.8	45	13.7	5.9	22.4	1.34	0.56	0.65	14	16
	50	344	3.4	46	14.0	6.0	22.7	1.36	0.55	0.63	14	16
	60	413	4.1	48	14.6	6.3	23.9	1.43	0.53	0.61	13	15
	70	482	4.8	49	14.9	6.7	25.4	1.52	0.54	0.62	14	16
#8.0	40	276	2.8	42	12.8	8.0	30.3	1.82	0.87	1.01	22	26
	50	344	3.4	45	13.7	8.5	32.2	1.93	0.81	0.93	21	24
	60	413	4.1	49	14.9	9.5	36.0	2.16	0.76	0.88	19	22
	70	482	4.8	50	15.2	10.0	37.9	2.27	0.77	0.89	20	23

Low Angle Performance Data

NOZZLE	PRESSURE			RADIUS		FLOW RATE			PRECIP in/hr		PRECIP mm/hr	
	PSI	kPa	Bars	Ft.	M.	GPM	L/M	M ³ /H	■	▲	■	▲
#1.0	30	207	2.1	22	6.7	1.2	4.5	.27	0.48	0.55	12	14
	40	276	2.8	24	7.3	1.7	6.4	.39	0.57	0.66	14	17
	50	345	3.4	26	7.9	1.8	6.8	.41	0.51	0.59	13	15
	60	414	4.1	28	8.5	2.0	7.6	.45	0.49	0.57	12	14
#3.0	30	207	2.1	29	8.8	3.0	11.4	.68	0.69	0.79	17	20
	40	276	2.8	32	9.8	3.1	11.7	.70	0.58	0.67	15	17
	50	345	3.4	35	10.7	3.5	13.2	.80	0.55	0.64	14	16
	60	414	4.1	37	11.3	3.8	14.4	.86	0.53	0.62	14	16
#4.0	30	207	2.1	31	9.4	3.4	12.9	.77	0.68	0.79	17	20
	40	276	2.8	34	10.4	3.9	14.8	.89	0.65	0.75	17	19
	50	345	3.4	37	11.3	4.4	16.7	1.00	0.62	0.71	16	18
	60	414	4.1	38	11.6	4.7	17.8	1.07	0.63	0.72	16	18
#6.0	40	275	2.8	38	11.6	6.5	24.6	1.48	0.87	1.00	22	25
	50	344	3.4	40	12.2	7.3	27.7	1.66	0.88	1.01	22	26
	60	413	4.1	42	12.8	8.0	30.3	1.82	0.87	1.01	22	26
	70	482	4.8	44	13.4	8.6	32.6	1.96	0.86	0.99	22	25

*All precipitation rates calculated for 180° operation. For the precipitation rate for a 360° sprinkler, divide by 2.



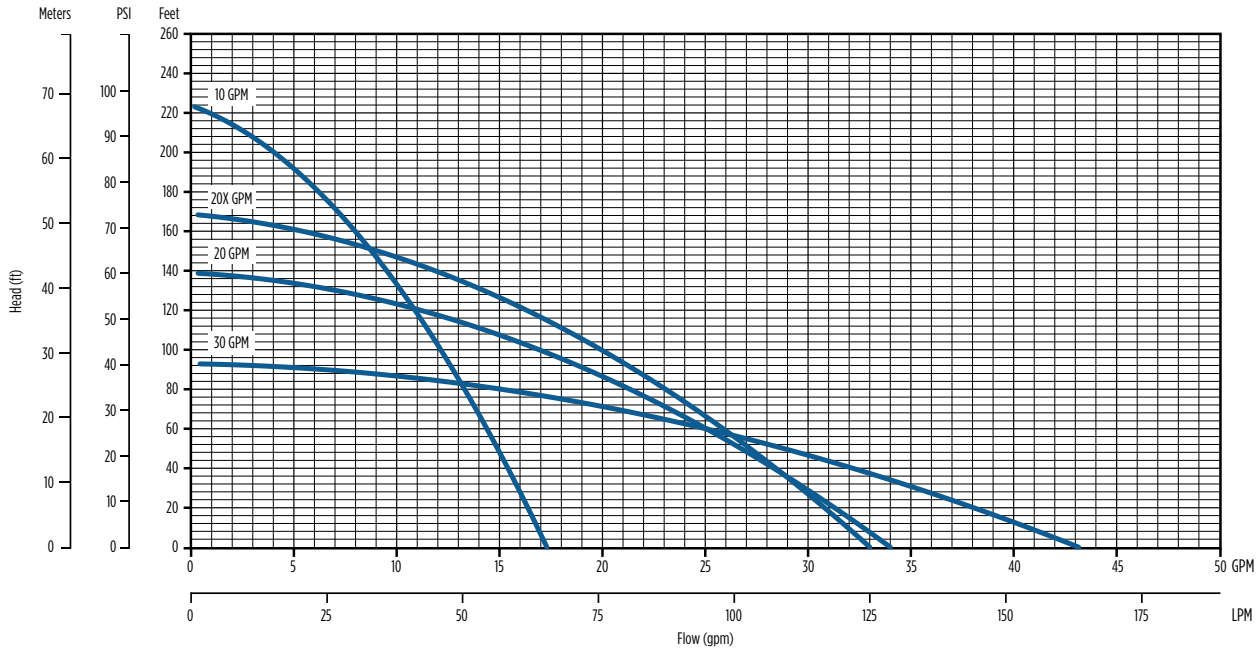
C1 SERIES

CISTERN PUMPS

Designed for use in gray water and filtered effluent service applications, the C1 Series cistern pump provides high performance and long life in less than ideal water conditions. Able to pass solids up to 1/8" without having a negative effect on the internal hydraulic components, the pump features a unique bottom suction design allowing for maximum fluid drawdown without compromising durability or overall life, and it does not require the use of a flow induction sleeve. Intended specifically for use in a cistern or tank, C1 Series pumps are suitable for use in agricultural, residential, and commercial installations.



C1 SERIES FAMILY CURVE



FEATURES

- Supplied with a removable 5" base for secure and reliable mounting
- Bottom suction design
- Robust thermoplastic discharge head design resists breakage during installation and operation
- Standard backflow prevention through a built-in, but removable, check valve.
- Single shell housing design provides a compact unit while ensuring cool and quiet operation
- Hydraulic components molded from high quality engineered thermoplastics
- Optimized hydraulic design allows for increased performance and decreased power usage
- All metal components are made of high grade stainless steel for corrosion resistance
- Available with a high quality 115 V or 230 V, 1/2 hp motor
- Fluid flows of 10, 20, and 30 gpm, with a max shut-off pressure of over 100 psi
- Heavy-duty 300 V 10 foot SJ00W jacketed lead

APPLICATIONS

- Gray water pumping
- Filtered effluent service water pumping
- Water reclamation projects such as pumping from rain catchment basins
- Aeration and other foundation or pond applications
- Agriculture and livestock water pumping

ORDERING INFORMATION

GPM	HP	Volts	Stage	Model No.	Order No.	Length (in)	Weight (lbs)
10	1/2	115	6	10C1-05P4-2W115	90301005	26	17
		230	6	10C1-05P4-2W230	90301010	26	17
20		115	4	20C1-05P4-2W115	90302005	25	16
		230	4	20C1-05P4-2W230	90302010	25	16
20X		115	5	20XC1-05P4-2W115	90302015	26	17
		230	5	20XC1-05P4-2W230	90302020	26	17
30		115	3	30C1-05P4-2W115	90303005	25	16
		230	3	30C1-05P4-2W230	90303010	25	16

NOTE: All units have 10 foot long SJ00W leads

LBC Manufacturing *“EZ-Tank”*

GRAVITY FLOW Liquid
Bleach Chlorinator

US Patent Pending

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LBC Manufacturing
P.O. Box 454
Fayetteville, TEXAS 78940
(979) 826-0139 off.

www.liquidchlorinator.com

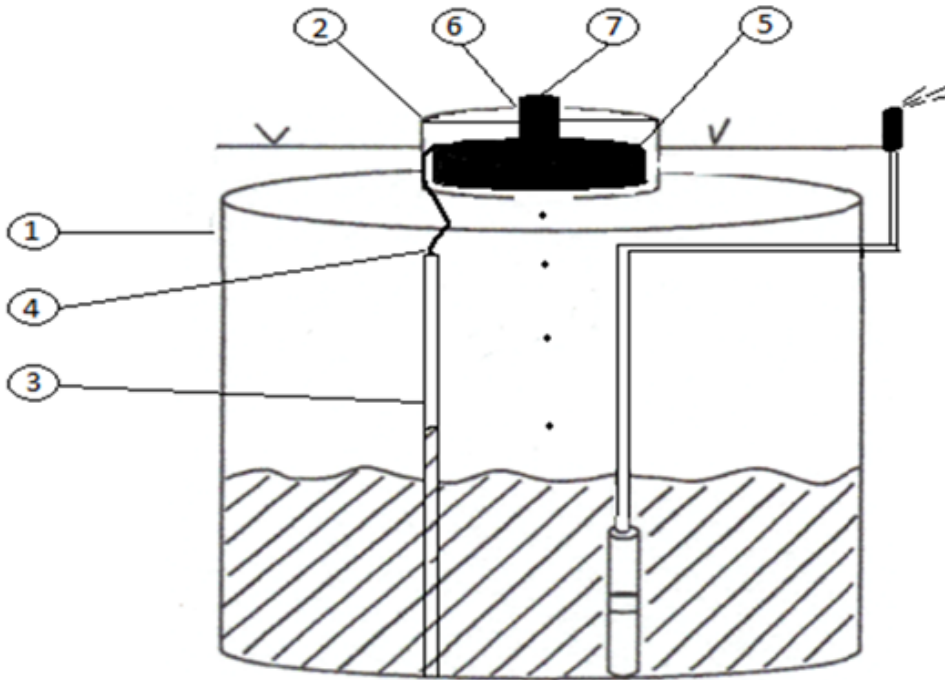


THIS PRODUCT WAS EVALUATED AS A
CHLORINE DISINFECTION DEVICE AND MEETS OR
EXCEEDS THE APPLICABLE REQUIREMENTS OF
STANDARD 46

RECOMMENDED INSTALLATION INSTRUCTIONS

**** LBC Manufacturing recommends installation by TCEQ licensed and trained installers. ****

1. Locate the Aerobic System Holding/Pump tank
2. Remove the green access lid mounting screws and remove green access lid.
3. Install vertical sensing pipe into Holding/Pump tank. Ensure sensing pipe is resting on the bottom of the Holding/Pump tank. Cut the sensing pipe off below the top of the Holding/Pump tank lid, and secure the sensing pipe to remain vertical in the Holding/Pump tank
4. Using PVC Cleaner and PVC glue, attach the barb fitting adapter (supplied on the end of EZ-Tanks vinyl tubing) to the sensing pipe.
5. Place the EZ-Tank reservoir inside the holding tank access riser. (EZ-Tank reservoir rests on the secondary safety lid inside the holding tank access riser. If the holding tank access riser does not have a secondary safety lid, replace with new access riser that accommodates the secondary safety lid to code.)
6. Next, drill 4.25 inch hole in center of holding tank access lid. (this allows the fill lid to be accessed without having to reopen the holding tank lid) Next, Re-Install holding tank access lid and replace mounting and safety screws.
7. Open EZ-Tank gasketed fill lid. Fill with 6% -10% sodium hypochlorite. Once filled, Replace the gasketed fill lid ensuring a firm secure seal. (If the fill lid is not tightened securely, a vacuum will not form and reservoir will empty sodium hypochlorite contents into Holding/Pump tank prematurely.)



CHLORINE DISINFECTION DEVICE PERFORMANCE

The LBC MFG “EZ-Tank” is a proven disinfection device that meets the applicable requirements of NSF standard 46 for Chlorine disinfection devices. The EZ-Tank is listed as a certified chlorine disinfection device for secondary treated effluent. Certification requires the device to be used with 6-10% sodium hypochlorite (household bleach) The EZ-Tank Disinfection device is a gravity flow product that applies disinfectant to a holding tank as the water level rises thus giving the ultimate amount of contact time for the disinfectant to work.

THE LIQUID CHLORINATION PROCESS

LBC Manufacturing designed and built the “EZ-Tank” to provide years of trouble-free service. It is constructed from durable Polyethylene material which can withstand the corrosive nature of Sodium Hypochlorite (Household Bleach). It has been tested to NSF/ANSI Std 46 and has proven to function more consistently, at a lower operating cost, than any other disinfection method.

The basic function of the Liquid Bleach Chlorinator is to introduce disinfectant to the effluent water in the Holding/Pump tank as the effluent enters. The longer the contact time the disinfectant has to interact with pathogens, the better it disinfects. The ideal method is maximum contact time for minimal pathogen survival.

LIQUID CHLORINATOR OPERATION AND MAINTENANCE

It is the Owner's *Responsibility* to operate and maintain the Liquid Chlorinator to the best of their ability.

If Service is required, refer to the Data/Service Plate located on the Fill Lid of the Liquid Chlorinator.

The Liquid Chlorinator uses 6-10% Sodium Hypochlorite (Household Bleach). Do not use any other products and or chemicals other than specified. Always maintain a constant supply of disinfectant / Bleach in the Chlorinator Housing at all times. The rate of disinfectant/Bleach usage will vary with individual homeowner water usage. If disinfectant usage increases or decreases, call the service provider.

If flood waters, ants, chemicals etc.. other than Sodium Hypochlorite, enters the Chlorinator Housing, call for service.

****** Always use Personal Protective Equipment when Filling or Servicing the Chlorinator******

MONTHLY : Open the Chlorinator Fill Lid and Visually Inspect the liquid level the chlorine reservoir. Maintain a constant supply of Sodium Hypochlorite (Household Bleach) in the Chlorinator Housing and reservoir at all times. Check Sprinkler discharge for Chlorine residual. If Service is required, refer to the Data/Service Plate located on the Fill Lid of the chlorinator reservoir

PERIODICALLY: Open the Chlorinator Fill Lid and Visually Inspect the Chlorinator for debris such as dirt, grass clippings etc. Check Sprinkler discharge for Chlorine residual. If Service is required, refer to the Data/Service Plate located on the Fill Lid of the Chlorinator reservoir.

YEARLY: Visually inspect the Chlorinator Housing for any damage from lawnmowers, etc.
Remove dirt/ant build up , grass, etc. from Chlorinator Housing Fill Lid. Check Sprinkler discharge for Chlorine residual.
If Service is required, refer to the Data/Service Plate located on the Fill Lid of the Chlorinator reservoir


FOR INTERMITTENT PERIODS OR EXTENDED PERIODS OF NON-USE

The EZ_Tank is designed to function under normal use or Intermittent periods of use. If periods of non use exceed 6 months , drain Chlorinator Housing and refill with 6-10% Sodium Hypochlorite. If Service is required, refer to the Data/Service Plate located on the Fill Lid of the Chlorinator reservoir.

Olvera,Brandon

From: Helms,Avery
Sent: Friday, April 12, 2024 8:08 AM
To: Olvera,Brandon
Cc: Braun,Holly; Matheney,Heather
Subject: Septic Permit #117360

Brandon,

 The following permit #117360 does not have a valid address; therefore, an address request form is required to assign an address to the home.

Best,

Avery Helms

GIS Technician- Address Coordinator

Comal County

195 David Jones Dr.

New Braunfels TX, 78132

w: <https://www.cceo.org/>

e: helmsa@co.comal.tx.us

(830) 608-2090



COMAL COUNTY

ENGINEER'S OFFICE

April 26, 2024

Modera Builders LLC
326 N LBJ Suite 216
San Marcos, TX 78666

Re: Assigned Address

To Whom It May Concern:

Please be advised the request for a physical address on the property referenced below has been approved. The address assigned to the property is:

Property ID	Legal Description	Assigned Address
N/A (OUT OF) 8852	CANYON LAKE FOREST 2, LOT 672	1612 WESTVIEW COURT DR CANYON LAKE, TX 78133

Please display this address where it is visible from the road with 6" or larger reflective numbers so emergency personnel can easily locate the property should there be an emergency. Check with your local post office to verify the correct city and zip code before using the assigned address for mailing purposes. If you receive mail at a post office box, your mailing address will not change. In this case the address listed above will be used for location purposes only.

If you have questions or need further assistance, please let us know.

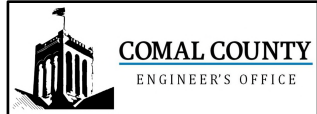
Sincerely,

Avery Helms
GIS Technician- Address Coordinator

Cc:

- ❖ Comal Appraisal District
- ❖ Bexar Metro 9-1-1
- ❖ United States Postal Service
- ❖ PEC

ASSIGNED ADDRESS: 1612 WESTVIEW COURT DR CANYON LAKE, TX 78133



Legend

- Address
- Street
- ▭ Parcel

NOTES:

PROPERTY ID:
N/A
(OUT OF)
8852

LEGAL DESCRIPTION:
CANYON LAKE FOREST
2, LOT 672



SCALE: 1" = 80'



For information concerning the source of the data, please contact:
Comal County Engineer's Office
195 David Jonas Drive
New Braunfels, TX 78132
(830) 608 - 2090

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

ArcGIS Web Map



3/29/2024, 11:04:32 AM

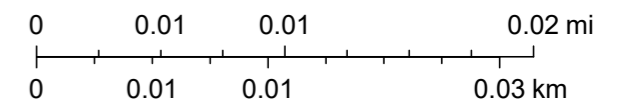
1:564

Permits

- S** Septic
- P** Piprow/Driveway
- F** Floodplain

- U** Utility
- TCEQ Contributing Zone
- Parcels

- Streets
- Addresses
- County Maintained Roads



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.

HOMESTEAD LIEN CONTRACT AND DEED OF TRUST

RECORDATION REQUESTED BY:

FROST BANK
NEW BRAUNFELS FINANCIAL CENTER
P.O. BOX 1600
SAN ANTONIO, TX 78296

WHEN RECORDED MAIL TO:

Frost Bank
Attention: Retail Loan Origination
3838 Rogers Road, One Frost South 3
San Antonio, TX 78251

SEND TAX NOTICES TO:

Alma Perez Guajardo
1588 Westview Ct Dr
Canyon Lake, TX 78133

7524770-9001

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

THE CREDIT SECURED BY THIS HOMESTEAD LIEN CONTRACT AND DEED OF TRUST IS AN EXTENSION OF CREDIT DEFINED BY AND SUBJECT TO SECTION 50(a)(6), ARTICLE XVI, TEXAS CONSTITUTION.

THIS HOMESTEAD LIEN CONTRACT AND DEED OF TRUST dated August 15, 2023, is made and executed between Alma Perez Guajardo, whose address is 1588 Westview Ct Dr, Canyon Lake, TX 78133 (referred to below as "Owner") and FROST BANK, whose address is P.O. BOX 1600, SAN ANTONIO, TX 78296 (referred to below as "Lender").

GRANT OF LIEN. For valuable consideration, Owner grants a lien under Section 50(a)(6), Article XVI, Texas Constitution in and to the following described real property, together with all Improvements, all proceeds (including without limitation premium refunds) of each policy of insurance relating to any of the Improvements, or the Real Property; and all easements, rights of way, and appurtenances; all water and water rights; and all other rights, royalties, and profits relating to (the "Real Property") located in Comal County, State of Texas:

LOTS 670-672, CANYON LAKE FOREST, UNIT NO. 2, COMAL COUNTY, TEXAS, ACCORDING TO PLAT THEREOF RECORDED IN VOLUME 1, PAGE(S) 73-74, MAP AND PLAT RECORDS OF COMAL COUNTY, TEXAS.

The Real Property or its address is commonly known as 1588 Westview Court Dr, Canyon Lake, TX 78133.

Owner conveys the Real Property to Trustee in trust for the benefit of Lender as hereinafter set forth.

THIS HOMESTEAD LIEN CONTRACT AND DEED OF TRUST IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS HOMESTEAD LIEN CONTRACT AND DEED OF TRUST. THIS HOMESTEAD LIEN CONTRACT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

HOMESTEAD PROPERTY. Owner represents to Lender that the Property is Owner's homestead. If a part of the Property is not now, or at any time in the future is determined not to be, Owner's homestead, Lender hereby disclaims any lien on such non-homestead property, it being Lender's intention to obtain a lien hereunder, as provided for by Section 50(a)(6), Article XVI, Texas Constitution, in Owner's homestead property only. If the Property, as a whole, is determined not to be Owner's homestead, this lien shall be governed by other applicable Texas law. Lender is a financial institution that qualifies to make loans pursuant to Section 50(a)(6), Article XVI, Texas Constitution as described in Section 50(a)(6)(P), Article XVI, Texas Constitution.

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Homestead Lien Contract, Owner shall pay to Lender all amounts secured by this Homestead Lien Contract as they become due and shall strictly perform all of Owner's obligations under this Homestead Lien Contract.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Owner agrees that Owner's possession and use of the Property shall be governed by the following provisions:

Duty to Maintain. Owner shall maintain the Property in good condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Nuisance, Waste. Owner shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Owner will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent. This restriction will not apply to rights and easements (such as gas and oil) not owned by Owner and of which Owner has informed Lender in writing prior to Owner's signing of this Homestead Lien Contract.

Removal of Improvements. Owner shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Owner to make arrangements satisfactory to Lender to

HOMESTEAD LIEN CONTRACT AND DEED OF TRUST (Continued)

replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Owner's compliance with the terms and conditions of this Homestead Lien Contract.

Compliance with Governmental Requirements. Owner shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property. Owner may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Owner has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Owner to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Owner agrees neither to abandon or leave unattended the Property. Owner shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Homestead Lien Contract upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Texas law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Homestead Lien Contract:

Payment. Owner shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Owner shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Homestead Lien Contract, except for the lien of taxes and assessments not due and except as otherwise provided in this Homestead Lien Contract.

Right to Contest. Owner may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Owner shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Owner has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and Lender's reasonable attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Owner shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Owner shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Owner shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Owner shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Owner will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Owner can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Homestead Lien Contract:

Maintenance of Insurance. Owner at Lender's request shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Owner shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of ten (10) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Owner or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Owner agrees to obtain and maintain flood insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan. Flood insurance may be purchased under the National Flood Insurance Program, from private insurers providing "private flood insurance" as defined by applicable federal flood insurance statutes and regulations, or from another flood insurance provider that is both acceptable to Lender in its sole discretion and permitted by applicable federal flood insurance statutes and regulations.

Application of Proceeds. Owner shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Owner fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Owner shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Owner from the proceeds for the reasonable cost of repair or restoration if Owner is not in default under this Homestead Lien Contract. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Homestead Lien Contract, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Owner as Owner's interests may

**HOMESTEAD LIEN CONTRACT AND DEED OF TRUST
(Continued)**

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appear.

LENDER'S EXPENDITURES. If Owner fails (A) to keep the Property free of all taxes, liens, security interests, encumbrances, and other claims, (B) to provide any required insurance on the Property, or (C) to make repairs to the Property then Lender may do so. If any action or proceeding is commenced that would materially affect Lender's interests in the Property, then Lender on Owner's behalf may, but is not required to, take any action that Lender believes to be appropriate to protect Lender's interests. To the extent permitted by applicable law, all expenses paid by Lender for such purposes will then bear interest at the Note rate from the date paid by Lender to the date of repayment by Owner. To the extent permitted by applicable law, all such expenses will become a part of the Indebtedness and, at Lender's option, will be payable on demand. The Homestead Lien Contract also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of any default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Homestead Lien Contract:

Title. Owner warrants that: (a) Owner holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Homestead Lien Contract, and (b) Owner has the full right, power, and authority to execute and deliver this Homestead Lien Contract to Lender.

Defense of Title. Subject to the exception in the paragraph above, Owner warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Owner's title or the interest of Lender under this Homestead Lien Contract, Owner shall defend the action at Owner's expense. Owner may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Owner will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Owner warrants that the Property and Owner's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

CONDEMNATION, JUDGMENTS AND AWARDS. The following provisions relating to condemnation proceedings, judgments, decrees and awards for injury to the Property are a part of this Homestead Lien Contract:

Application of Net Proceeds. To the extent permitted by applicable law, all judgments, decrees and awards for injury or damage to the Property, or any part of the Property, and awards pursuant to proceedings for condemnation of the Property, are hereby absolutely assigned to Lender, and if all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award, judgment or decree shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

Proceedings. If any proceeding in condemnation is filed, Owner shall promptly notify Lender in writing, and Owner shall promptly take such steps as may be necessary to defend the action and obtain the award. Owner may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Owner will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Homestead Lien Contract:

Current Taxes, Fees and Charges. Upon request by Lender, Owner shall execute such documents in addition to this Homestead Lien Contract and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. To the extent permitted by applicable law, Owner shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Homestead Lien Contract, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Homestead Lien Contract.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Homestead Lien Contract or upon all or any part of the Indebtedness secured by this Homestead Lien Contract; (2) a specific tax on Owner which Owner is authorized or required to deduct from payments on the Indebtedness secured by this type of Homestead Lien Contract; (3) a tax on this type of Homestead Lien Contract chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Owner.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Homestead Lien Contract, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Owner either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Homestead Lien Contract:

Further Assurances. At any time, and from time to time, upon request of Lender, Owner will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Owner's obligations under the Note, this Homestead Lien Contract, and the Related Documents, and (2) the liens and security interests created by this Homestead Lien Contract as first and prior liens on the Property, whether now owned or hereafter acquired by Owner. Unless prohibited by law or Lender agrees to the contrary in writing, Owner shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. To the extent permitted by applicable law, if Owner fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Owner and at Owner's expense. For such purposes, Owner hereby irrevocably appoints Lender as

**HOMESTEAD LIEN CONTRACT AND DEED OF TRUST
(Continued)**

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Owner's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. Pursuant to Section 50(a)(6)(Q)(vii), Article XVI, Texas Constitution, within a reasonable time after termination and full payment of the Indebtedness, Lender shall cancel and return the Note to Owner and give Owner, in recordable form, a release of the lien securing the Indebtedness or a copy of an endorsement of and assignment of the lien to a lender that is refinancing the Indebtedness. Owner shall pay only recordation costs. **OWNER'S ACCEPTANCE OF SUCH RELEASE, OR ENDORSEMENT AND ASSIGNMENT, SHALL EXTINGUISH ALL OF LENDER'S OBLIGATIONS UNDER SECTION 50(a)(6), ARTICLE XVI OF THE TEXAS CONSTITUTION.**

DEFAULT. At Lender's option, Owner will be in default under this Homestead Lien Contract if any of the following happen:

Payment Default. Owner fails to make any payment when due under the Indebtedness.

Default on Other Payments. Failure of Owner within the time required by this Homestead Lien Contract to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Break Other Promises. Owner fails to timely and strictly perform all promises made to Lender contained in this Homestead Lien Contract or in an agreement related to this Homestead Lien Contract.

False Statements. Any representation or statement made or furnished to Lender by Owner or on Owner's behalf under this Homestead Lien Contract or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished.

Defective Collateralization. This Homestead Lien Contract or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected lien) at any time and for any reason.

Death or Insolvency. The death of Owner, the insolvency of Owner, the appointment of a receiver for any part of Owner's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Owner.

Taking of the Property. Any creditor or governmental agency tries to take any of the Property. However, if Owner disputes in good faith whether the claim on which the taking of the Property is based is valid or reasonable, and if Owner gives Lender written notice of the claim and furnishes Lender with monies or a surety bond satisfactory to Lender to satisfy the claim, then this default provision will not apply.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of an Event of Default and at any time thereafter, Lender, at Lender's option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. After giving any required notice of default and after Owner's failure to cure the default during any required cure period, Lender may declare due the entire Indebtedness. However, pursuant to Section 50(a)(6)(J), Article XVI, Texas Constitution, the Indebtedness will not be accelerated simply due to a decline in the market value of the Property nor for a default under any debt not secured by the Property.

Foreclosure By Court Order Only. Pursuant to Section 50(a)(6)(D), Article XVI, Texas Constitution, the lien granted by this Homestead Lien Contract may be foreclosed only by court order. If Lender forecloses upon the lien granted in this Homestead Lien Contract, Lender will comply with the applicable rules of civil procedure promulgated by the Texas Supreme Court for expedited foreclosure proceedings as those rules may change from time to time, or Lender may exercise such other remedy as may be available to Lender for loans made pursuant to the authority of Section 50(a)(6), Article XVI of the Texas Constitution. When Lender has complied with the appropriate procedures to obtain permission to foreclose pursuant to Section 51.002 of the Texas Property Code, as it may be amended from time to time, Lender may request the Trustee to foreclose by power of sale and the Trustee shall do so consistently with the rules of civil procedure and Section 51.002 of the Texas Property Code. The Trustee shall have all the powers granted to a trustee under the terms of Section 51.002 of the Texas Property Code and all amendments thereto and all other rights and remedies that are now available to or may hereafter be granted to Trustee to the extent such rights and remedies are consistent with loans made pursuant to the authority of Section 50(a)(6), Article XVI of the Texas Constitution. Lender may appoint in writing a substitute or successor Trustee, succeeding to all rights and responsibilities of Trustee. If an Event of Default occurs, and after court order, Trustee is requested by Lender to foreclose this lien, the Trustee shall (1) either personally or by agent, give notice of the foreclosure sale as required by the Texas Property Code as then amended, (2) sell and convey all or part of the Property to the highest bidder for cash with a general warranty deed binding Owner, subject to prior liens and to other exception to conveyance and warranty, and (3) from the proceeds of the sale, pay in order: (a) expenses of foreclosure; (b) to Lender the full amount of principal, interest and other permitted charges; (c) any amounts required by law to be paid before payments to Owner; and (d) to Owner any balance; provided also that Lender may purchase the Property at any foreclosure sale by offering the highest bid and then have the bid credited against the indebtedness evidenced hereby.

No Deficiency Judgment. Pursuant to Section 50(a)(6)(C), Article XVI, Texas Constitution, Lender shall not obtain a judgment from Owner or Owner's spouse for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this Rights and Remedies on Default section unless the Indebtedness was obtained by Owner or Owner's spouse by actual fraud.

Other Remedies. Lender shall have all other rights and remedies provided in this Homestead Lien Contract or the Note or available at law or in equity.

Cure Notice. Owner acknowledges and agrees that Section 50(a)(6)(Q)(x), Article XVI, Texas Constitution provides Lender and any holder of this Homestead Lien Contract with the right to correct a failure to comply with Lender's or holder's obligations under the extension of credit. A notice of non-compliance with applicable law to Lender or the holder of this Homestead Lien Contract may be in writing and mailed to:

Frost Bank
Attn: CCA Manager
3838 Rogers Road, One Frost South 2
San Antonio, TX 78251

or to a different address if Owner is given notice pursuant to this Homestead Lien Contract of that different address.

Election of Remedies. All of Lender's rights and remedies will be cumulative and may be exercised alone or together. An election by

HOMESTEAD LIEN CONTRACT AND DEED OF TRUST (Continued)

Lender to choose any one remedy will not bar Lender from using any other remedy. If Lender decides to spend money or to perform any of Owner's obligations under this Homestead Lien Contract, after Owner's failure to do so, that decision by Lender will not affect Lender's right to declare Owner in default and to exercise Lender's remedies.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Homestead Lien Contract, Lender shall be entitled to recover such sum as the court may adjudge reasonable as Lender's attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including Lender's reasonable attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Owner also will pay any court costs, in addition to all other sums provided by law. In the event of foreclosure of this Homestead Lien Contract, Lender shall be entitled to recover from Owner Lender's reasonable attorneys' fees and actual disbursements that Lender necessarily incurs in pursuing such foreclosure.

NOTICES. Any other notice required to be given under this Homestead Lien Contract shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Homestead Lien Contract. Any person may change his or her address for notices under this Homestead Lien Contract by giving formal written notice to the other person or persons, specifying that the purpose of the notice is to change the person's address. For notice purposes, Owner agrees to keep Lender informed at all times of Owner's current address. Unless otherwise provided or required by law, if there is more than one Owner, any notice given by Lender to any Owner is deemed to be notice given to all Owners. It will be Owner's responsibility to tell the others of the notice from Lender.

TEXAS HOME EQUITY LOAN TERMS. The following terms reflect the requirements of Section 50(a)(6), Article XVI, Texas Constitution (which governs this Homestead Lien Contract and to which this Homestead Lien Contract is subject). Some of the following are Owner's acknowledgments, representations, and warranties, but all of the following are part of this Homestead Lien Contract and are binding on Owner and Lender: (A) This Homestead Lien Contract is made of Owner's own free will, and each Owner and spouse of each Owner of the Property are signing this Homestead Lien Contract; (B) The principal amount of the Indebtedness, along with all other debts secured by the Property, does not exceed 80 percent of the fair market value of the homestead on the date the extension of credit is made; (C) The terms of the Indebtedness do not require Owner to pay, in addition to any interest or any bona fide discount points used to buy down the interest rate, any fees to originate, evaluate, maintain, record, insure, or service the Indebtedness that exceed, in the aggregate, two percent (2%) of the original principal amount of the extension of credit (except for any fees for an appraisal performed by a third party appraiser, a property survey performed by a state registered or licensed surveyor, a state base premium for a mortgagee policy of title insurance with endorsements established in accordance with state law, or a title examination report that has a cost less than the state base premium for a mortgagee policy of title insurance without such endorsements, which are not encompassed by such prohibition); (D) The Indebtedness is not an open-end account that may be debited from time to time or under which advances may be extended from time to time; (E) The Indebtedness may be paid in advance without penalty or other charge because of such advance payment; (F) The Indebtedness is either the only debt secured by the Property at the time the Indebtedness is made or all other debts secured by the Property are made for a purpose described in Subsections (a)(1) through (a)(5) or Subsection (a)(8) of Section 50, Article XVI, Texas Constitution; (G) The Indebtedness must be and is scheduled to be repaid in a manner consistent with the requirements of Section 50(a)(6)(L)(i); (H) The Indebtedness is closed on or after the 12th day after the later of the date that Owner submitted a loan application for the Indebtedness or Lender provided Owner with the Notice Concerning Extensions of Credit; (I) The Indebtedness is closed on or after one business day after the date that Owner received a copy of the loan application, if not previously provided, and a final itemized disclosure of the actual fees, points, interest, costs, and charges that will be charged at closing, unless Owner provided written consent to receive these documents on the date of closing due to a bona fide emergency or another good cause; (J) The Indebtedness is closed on or after the first anniversary of the closing date of any other Texas home equity loan on the Property as described by Section 50(a)(6), Article XVI, Texas Constitution, except a refinance to cure a defect in an existing Texas home equity loan, unless Owner requested an earlier closing on oath due to a state of emergency that has been declared by the President of the United States or the Governor of Texas and applies to the area where the Property is located; (K) The Indebtedness was closed only at the office of Lender; the office of an attorney at law; or at a title company; (L) The Indebtedness must contract for a fixed or variable rate of interest authorized under applicable law; and (M) The other requirements of Section 50(a)(6), Article XVI, Texas Constitution set forth in other sections of this Homestead Lien Contract.

TEXAS HOME EQUITY LOAN CONDITIONS. The Indebtedness is made under the following conditions: (A) Owner is not required to apply the proceeds of the Indebtedness to repay another debt except debt secured by the Property or debt to another lender; (B) Owner is not required to assign wages as security for the Indebtedness; (C) Owner is not required to sign any instrument in which blanks are left to be filled in; (D) Owner will not be required to sign a confession of judgment or power of attorney to Lender or to a third person to confess judgment or to appear for the owner in a judicial proceeding; (E) Lender, at the time the extension of credit is made, will provide Owner with a copy of the final loan application and all documents executed by Owner at closing related to the Indebtedness; (F) The Indebtedness is secured by a deed of trust or security instrument that discloses that the extension of credit is the type of credit defined by Section 50(a)(6), Article XVI, Texas Constitution; (G) Within a reasonable time after termination and full payment of the Indebtedness, Lender will cancel and return the promissory note and deliver, in recordable form, a release of the lien securing the Indebtedness or a copy of an endorsement or assignment of the lien to a lender that is refinancing the Indebtedness; (H) Owner, and Owner's spouse, if married, may, within three days after the extension of credit is made, rescind the extension of credit without penalty or charge; (I) Owner and Lender sign a written acknowledgment as to the fair market value of the homestead on the date the extension of credit is made; (J) Except as provided otherwise in this paragraph, but only to the extent required by Section 50(a)(6), Article XVI, Texas Constitution, Lender shall forfeit all principal and interest of the extension of credit if Lender fails to comply with Lender's obligations under the extension of credit, and fails to correct the failure to comply not later than the 60th day after the date Owner notifies Lender of Lender's failure to comply by: (i) paying to Owner an amount equal to any overcharge paid by Owner under or related to the Indebtedness if Owner has paid an amount that exceeds an amount stated in Section 50(a)(6)(E),(G), or (O), Article XVI, Texas Constitution; (ii) sending Owner a written acknowledgment that the lien is valid only in the amount that the extension of credit does not exceed the percentage described by Section 50(a)(6)(B), Article XVI, Texas Constitution, if applicable, or is not secured by property described in Section 50(a)(6)(H), Article XVI, Texas Constitution; (iii) sending Owner a written notice modifying any other amount, percentage, term, or other provision prohibited by this section to a permitted amount, percentage, term, or other provision and adjusting Owner's account to ensure that

**HOMESTEAD LIEN CONTRACT AND DEED OF TRUST
(Continued)**

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Owner is not required to pay more than an amount permitted by Section 50(a)(6), Article XVI, Texas Constitution, and neither Owner nor Owner is subject to any other term or provision prohibited by Section 50, Article XVI, Texas Constitution; (iv) delivering the required documents to Owner if Lender fails to comply with Section 50(a)(6)(Q)(v), Article XVI, Texas Constitution, or obtaining the appropriate signatures if Lender fails to comply with Section 50(a)(6)(Q)(ix), Article XVI, Texas Constitution; (v) sending Owner a written acknowledgement, if the failure to comply is prohibited by Section 50(a)(6)(K), Article XVI, Texas Constitution, that the accrual of interest and all of Owner's obligations under the extension of credit are abated while any prior lien prohibited under Section 50(a)(6)(K) remains secured by the homestead; or (vi) if the failure to comply cannot be cured by any of the means set forth above within this paragraph, curing the failure to comply by a refund or credit to Owner of \$1,000.00 and offering Owner the right to refinance the Indebtedness with Lender for the remaining term of the Indebtedness at no cost to Owner on the same terms, including interest, as the original extension of credit with any modifications necessary to comply with Section 50(a)(6), Article XVI, Texas Constitution, or on terms on which Lender and Owner otherwise agree that comply with Section 50(a)(6), Article XVI, Texas Constitution; and (K) Lender shall forfeit all principal and interest of the extension of credit if the extension of credit is made by a person other than a person described under Section 50(a)(6)(P), Article XVI, Texas Constitution or if the lien was not created under a written agreement with the consent of each owner and each owner's spouse, if married, unless each owner and each owner's spouse who did not initially consent subsequently consents.

YOUR RIGHT TO RESCIND. The owner of the Property and any spouse of the owner may under Texas law rescind this transaction, without penalty or charge, within three (3) days after closing.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Homestead Lien Contract:

Amendments. What is written in this Homestead Lien Contract and in the Related Documents is Owner's entire agreement with Lender concerning the matters covered by this Homestead Lien Contract. To be effective, any change or amendment to this Homestead Lien Contract must be in writing and must be signed by whoever will be bound or obligated by the change or amendment.

Governing Law. This Homestead Lien Contract is subject to and will be governed first by Sections 50(a)(6) and (e) - (i), Article XVI, of the Texas Constitution, then federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Texas. This Homestead Lien Contract has been accepted by Lender in the State of Texas.

Caption Headings. Caption headings in this Homestead Lien Contract are for convenience purposes only and are not to be used to interpret or define the provisions of this Homestead Lien Contract.

Merger. There shall be no merger of the interest or estate created by this Homestead Lien Contract with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

No Waiver by Lender. Owner understands Lender will not give up any of Lender's rights under this Homestead Lien Contract unless Lender does so in writing. The fact that Lender delays or omits to exercise any right will not mean that Lender has given up that right. If Lender does agree in writing to give up one of Lender's rights, that does not mean Owner will not have to comply with the other provisions of this Homestead Lien Contract. Owner also understands that if Lender does consent to a request, that does not mean that Owner will not have to get Lender's consent again if the situation happens again. Owner further understands that just because Lender consents to one or more of Owner's requests, that does not mean Lender will be required to consent to any of Owner's future requests. Owner waives presentment, demand for payment, protest, notice of dishonor, notice of intent to accelerate, and notice of acceleration.

Savings Clause. The Indebtedness will conform strictly to the provisions of the Texas Constitution applicable to extensions of credit as defined by Texas Constitution, Article XVI, Section 50(a)(6). It is agreed that notwithstanding any provision of this Homestead Lien Contract to the contrary, in no event shall this Homestead Lien Contract or any other document executed in connection herewith require or permit any action which would be prohibited by Section 50(a)(6), Art. XVI, Texas Constitution, and all provisions of this Homestead Lien Contract shall be modified to comply fully with Section 50(a)(6), Art. XVI, Texas Constitution as set out in Texas Constitution, Article XVI, Section 50(a)(6) or other applicable law. In particular, this section means (among other things), that Owner does not agree or intend to pay, and Lender does not agree or intend to contract for, charge or collect, any amount in the nature of a fee or charge for the Indebtedness which would in any way or event cause Lender to charge or collect more for extension of credit than the maximum Lender would be permitted to charge or collect by the laws of the State of Texas.

Severability. If a court finds that any provision of this Homestead Lien Contract is not valid or should not be enforced, that fact by itself will not mean that the rest of this Homestead Lien Contract will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Homestead Lien Contract even if a provision of this Homestead Lien Contract may be found to be invalid or unenforceable.

Successors and Assigns. Subject to any limitations stated in this Homestead Lien Contract on transfer of Owner's interest, this Homestead Lien Contract shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Owner, Lender, without notice to Owner, may deal with Owner's successors with reference to this Homestead Lien Contract and the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Homestead Lien Contract.

DEFINITIONS. The following words shall have the following meanings when used in this Homestead Lien Contract:

Borrower. The word "Borrower" means Alma Perez Guajardo.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Homestead Lien Contract in the default section of this Homestead Lien Contract.

Homestead Lien Contract. The words "Homestead Lien Contract" mean this Homestead Lien Contract and Deed of Trust between Owner and Lender.

Improvements. The word "Improvements" means all existing and future improvements, fixtures, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Owner's obligations or expenses incurred by Lender to enforce Owner's obligations under this Homestead Lien Contract, together with interest on such amounts as provided in this Homestead

HOMESTEAD LIEN CONTRACT AND DEED OF TRUST
(Continued)

Lien Contract.

Lender. The word "Lender" means FROST BANK, its successors and assigns. The words "successors or assigns" mean any person or company that acquires any interest in the Note.

Note. The word "Note" means the note or credit agreement dated August 15, 2023, in the principal amount of \$30,000.00 from Alma Perez Guajardo to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of and substitutions for the note or credit agreement.

Owner. The word "Owner" means Alma Perez Guajardo. The words "Owner" and "Borrower" are used interchangeably.

Property. The word "Property" means collectively the Real Property and the Improvements. Notwithstanding language in any other agreement with Lender by Owner, the indebtedness is secured by the Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Homestead Lien Contract.

Related Documents. The words "Related Documents" mean all promissory notes, loan agreements, environmental agreements, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness.

Trustee. The word "Trustee" means Dan J. Guarino, whose address is P. O. Box 1600, San Antonio, TX 78296, and any substitute or successor trustees.

OWNER ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS HOMESTEAD LIEN CONTRACT, AND OWNER AGREES TO ITS TERMS. THIS HOMESTEAD LIEN CONTRACT IS MADE OF OWNER'S OWN FREE WILL AND EACH OWNER AND SPOUSE OF EACH OWNER OF THE HOMESTEAD ARE SIGNING THIS HOMESTEAD LIEN CONTRACT. OWNER ACKNOWLEDGES THAT ALL BLANKS WERE FILLED IN PRIOR TO OWNER SIGNING THIS HOMESTEAD LIEN CONTRACT. OWNER FURTHER ACKNOWLEDGES THAT OWNER RECEIVED A COPY OF THE DISCLOSURES REQUIRED BY SECTION 50(g), ARTICLE XVI, TEXAS CONSTITUTION, AT LEAST 12 DAYS PRIOR TO THE DATE OF THIS HOMESTEAD LIEN CONTRACT.

PURSUANT TO SECTION 50(a)(6)(N), ARTICLE XVI, TEXAS CONSTITUTION, THIS HOMESTEAD LIEN CONTRACT MUST BE AND HAS BEEN SIGNED AT THE OFFICE OF THE LENDER, AN ATTORNEY AT LAW, OR A TITLE COMPANY.

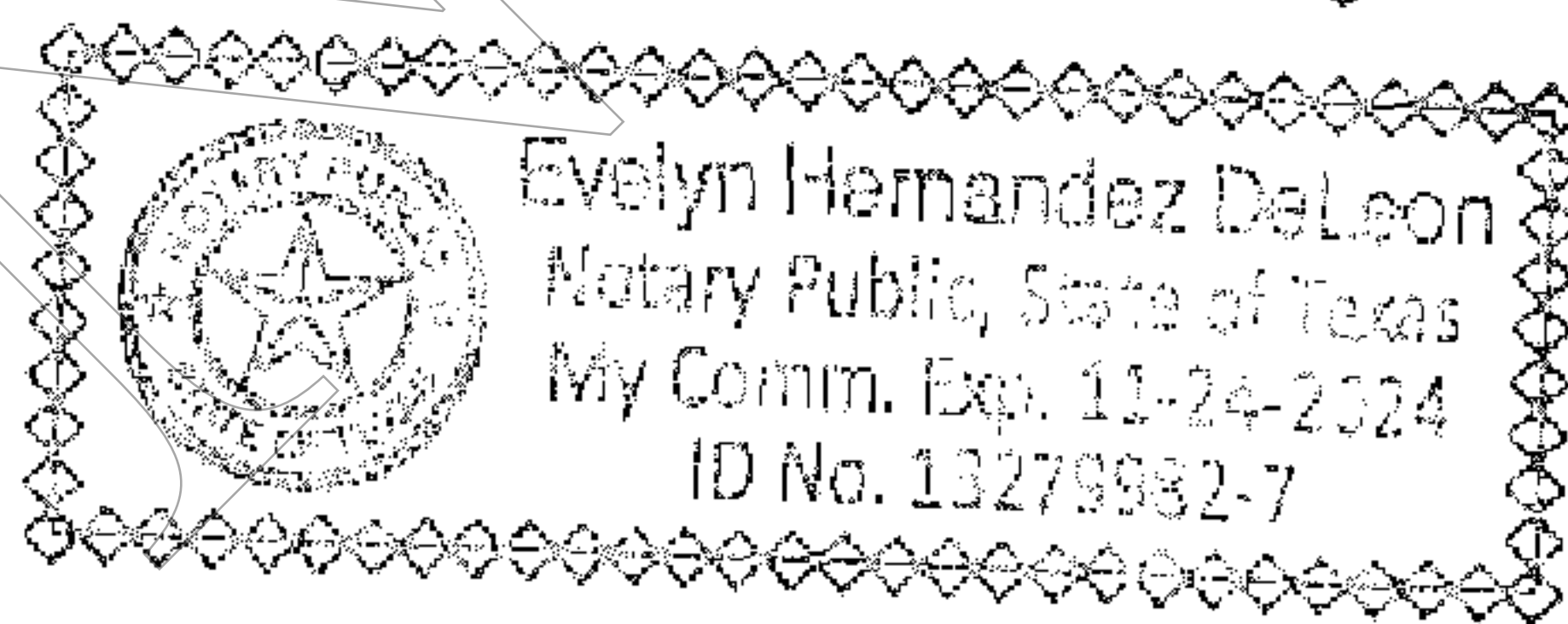
OWNER:

x Alma Perez Guajardo
Alma Perez Guajardo

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Texas)
) SS
COUNTY OF Comal)

This instrument was acknowledged before me on August 15th, 2023 by Alma Perez Guajardo.



Evelyn Hernandez DeLeon
Notary Public, State of Texas

Originator Names and Nationwide Mortgage Licensing System and Registry IDs:

Organization: FROST BANK

NMLSR ID: 431208

Individual: Celeste Martinez

NMLSR ID: 2355194

UNOFFICIAL

**Filed and Recorded
Official Public Records
Bobbie Koepf, County Clerk
Comal County, Texas
08/30/2023 11:16:57 AM
LAURA 8 Pages(s)
202306027827**



Bobbie Koepf