staller 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)(G)(i) 285.32(b)(1)(C)(ii) 285.32(b)(1)(C)(ii) 285.32(b)(1)(D) 285.32(b)(1)(E) 285.32(b)(1)(A) 285.32(b)(1)(E) 285.32(b)(1)(E)(ii)(II) 285.32(b)(1)(E)(ii)(II) 285.32(b)(1)(E)(ii)(II)				
7	PRETREATMENT Grease Interceptors if required for commercial		285.34(d)				

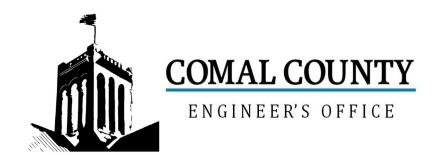
Inspector Notes:

N-	December 41	A may	Citotiana	Net	1 at 1	2 m d 1	7 mal 1
No.	Description SEPTIC TANK Tank(s) Clearly	Answer	Citations	Notes	1st Insp.	2nd Insp.	3rd Insp.
8	Marked SEPTIC TANK IsingleTank, 2Compartments Provided withBaffle SEPTIC TANK Inlet Flowline Greater than3" and "T" Provided on Inlet and OutletSEPTIC TANK Septic Tank(s) MeetMinimum Requirements		285.32(b)(1) (E)285.91(2)285.32(b)(1) (F)285.32(b)(1)(E) (iii)285.32(b)(1)(E)(ii) (I)285.32(b)(1)(E) (i)285.32(b)(1)(E) (i)285.32(b)(1)(C) (ii)285.32(b)(1)(C) (ii)285.32(b)(1)(C) (ii)285.32(b)(1) (B)285.32(b)(1) (A)285.32(b)(1)(E)(iv)				
1	ALL TANKS Installed on 4" Sand Cushion/ Proper Backfill Used		285.32(b)(1)(F) 285.32(b)(1)(G) 285.34(b)				
	SEPTIC TANK Inspection / Clean Out Port & Risers Provided on Tanks Buried Greater than 12" Sealed and Capped		285.38(d)				
	SEPTIC TANK Secondary restraint system providedSEPTIC TANK Riser permanently fastened to lid or cast into tank SEPTIC TANK Riser cap protected against unauthorized intrusions		285.38(d) 285.38(e)				
	SEPTIC TANK Tank Volume Installed						
12							
	PUMP TANK Volume Installed						
1	AEROBIC TREATMENT UNIT Size Installed						
14							
	AEROBIC TREATMENT UNIT Manufacturer AEROBIC TREATMENT UNIT Model Number						
15	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)				
18			203.33(a)(2)				

No.	Description	Answer	Citations	Notes	1st Insp.	2nd Insp.	3rd Insp.
	DISPOSAL SYSTEM Drip Irrigation	Allowei	Citations	Notes	13t 1113p.	Ziiu iiisp.	Sid ilisp.
	DIST COAL STOTENT DITP ITTIGATION		20E 22(a)(2)(A) (E)				
			285.33(c)(3)(A)-(F)				
19	DISPOSAL SYSTEM Soil						
20	Substitution		285.33(d)(4)				
20	DISPOSAL SYSTEM Pumped						
	Effluent		285.33(a)(4) 285.33(a)(3)				
			285.33(a)(1)				
21			285.33(a)(2)				
	DISPOSAL SYSTEM Gravelless Pipe						
	·		285.33(a)(3)				
			285.33(a)(2)				
			285.33(a)(4)				
22			285.33(a)(1)				
22	DISPOSAL SYSTEM Mound		205 22/ 1/51				
			285.33(a)(3) 285.33(a)(1)				
			285.33(a)(1) 285.33(a)(2)				
23			285.33(a)(4)				
23	DISPOSAL SYSTEM Other						
	(describe) (Approved Design)		285.33(d)(6) 285.33(c)(4)				
24			263.33(C)(4)				
	DRAINFIELD Absorptive Drainline 3" PVC						
	or 4" PVC						
25							
	DRAINFIELD Area Installed						
26	DRAINFIELD Level to within 1 inch						
	per 25 feet and within 3 inches						
	over entire excavation		285.33(b)(1)(A)(v)				
27							
	DRAINFIELD Excavation Width DRAINFIELD Excavation Depth						
	DRAINFIELD Excavation Separation						
	DRAINFIELD Depth of Porous Media						
	DRAINFIELD Type of Porous Media						
28	DDAINEIEID E						
	DRAINFIELD Pipe and Gravel - Geotextile Fabric in Place		285.33(b)(1)(E)				
29			(-/\-/\-/				
	DRAINFIELD Leaching Chambers DRAINFIELD Chambers - Open End						
	Plates w/Splash Plate, Inspection						
	Port & Closed End Plates in Place		285.33(c)(2)				
	(per manufacturers spec.)						
30							
	LOW PRESSURE DISPOSAL						
	SYSTEM Adequate Trench Length						
	& Width, and Adequate Separation Distance between		285.33(d)(1)(C)(i)				
	Trenches						
31							

No.	Description	Answer	Citations	Notes	1st Insp.	2nd Insp.	3rd Insp.
	EFFLUENT DISPOSAL SYSTEM Utilized Only by Single Family Dwelling EFFLUENT DISPOSAL SYSTEM Topographic Slopes < 2.0% EFFLUENT DISPOSAL SYSTEM Adequate Length of Drain Field (1000 Linear ft. for 2 bedrooms or Less & an additional 400 ft. for each additional bedroom) EFFLUENT DISPOSAL SYSTEM Lateral Depth of 18 inches to 3 ft. & Vertical Separation of 1ft on bottom and 2 ft. to restrictive horizon and ground water respectfully EFFLUENT DISPOSAL SYSTEM Lateral Drain Pipe (1.25 - 1.5" dia.) & Pipe Holes (3/16 - 1/4" dia. Hole Size) 5 ft. Apart		285.33(b)(3)(A) 285.33(b)(3)(A) 285.33(b)(3) (B)285.91(13) 285.33(b)(3)(D) 285.33(b)(3)(F)				
	AEROBIC TREATMENT UNIT IS Aerobic Unit Installed According to Approved Guidelines.		285.32(c)(1)				
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						
	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						
	PUMP TANK Electrical Connections in Approved Junction Boxes / Wiring Buried						

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



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

Permit Number: 118189

Issued This Date: 01/10/2025

This permit is hereby given to: Hearthside Homes, Inc.

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

319 SERENITY PASS

SPRING BRANCH, TX 78070

Subdivision: Serenity Oaks

Unit: 4

Lot: 163

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 County requirements.

Call (830) 608-2090 to schedule inspections.



* * * COMAL COUNTY OFFICE OF ENVIRONMENTAL HEALTH * * *

APPLICATION FOR PERMIT FOR AUTHORIZATION TO CONSTRUCT AN

ON-SITE SEWAGE FACILITY AND LICENSE TO OPERATE

Date			Permit #	3189
		A		
\(\frac{1}{2}\)	Hearthside Homes, Inc	Agent Name	South Texas Wastewat	er Freatment
<u> </u>	2145 Zercher Ste. A	Agent Address		
	San Antonio, TX 78209	1000 PM	Boerne, TX 78006	
Phone #		Phone #	(830) 249-8098	
Email		Email	diandra@stwastewater	.com
All corresp	pondence should be sent to: Owner	Agent Doth	Method: Ma	il 🗵 Email
Subdivision Nam	e Serenity Oaks	Unit 4	Lot 163	Block
Acreage/Legal _				
Street Name/Add	dress 319 Serenity Pass	City Spri	ng Branch	Zip <u>78070</u>
Type of Develop	oment:			
Single Fam	nily Residential			
Type of Con-	struction (House, Mobile, RV, Etc.) House			
Number of B	edrooms 4			
Indicate Sq I	Ft of Living Area 2006			
☐ Non-Single	e Family Residential			
(Planning mate	rials must show adequate land area for doubling th	ne required land neede	d for treatment units and di	sposal area)
Type of Faci	lity			
	tories, Churches, Schools, Parks, Etc Indica		oants	
Restaurants	, Lounges, Theaters - Indicate Number of Sea	ats		
	, Hospital, Nursing Home - Indicate Number o			
	er/RV Parks - Indicate Number of Spaces			
Miscellaneo				
Estimated Cos	st of Construction: \$ 420,000 (Str	ucture Only)		
Is any portion	of the proposed OSSF located in the United S	States Army Corps of	Engineers (USACE) flow	wage easement?
☐ Yes 🛚	No (If yes, owner must provide approval from USACE	E for proposed OSSF imp	rovements within the USACE f	lowage easement)
Source of Water	□ Private Well			
Are Water Savin	g Devices Being Utilized Within the Residenc	e? ⊠ Yes □ N	0	
- The completed a	olication, I certify that: pplication and all additional information submitted at I am the property owner or I possess the approp	does not contain any fa riate land rights necess	alse information and does n sary to make the permitted	ot conceal any material improvements on said
- Authorization is h	nereby given to the permitting authority and design	ated agents to enter up	on the above described pr	operty for the purpose of
site/soil evaluation - I understand that	on and inspection of private sewage facilities t a permit of authorization to construct will not be is	sued until the Floodpla	in Administrator has perfor	med the reviews required
by the Comal Co	ounty Flood Damage Prevention Order. nsent to the online posting/public release of my e-r			
27/	1			
Signature of C	Owner Pres.	10/10 Date	169	Page 1 of 2

* * * COMAL COUNTY OFFICE OF ENVIRONMENTAL HEALTH * * *

APPLICATION FOR PERMIT FOR AUTHORIZATION TO CONSTRUCT AN ON-SITE SEWAGE FACILITY AND LICENSE TO OPERATE

Planning Materials & Site Evaluation as Required Completed By South Texas Wastewater Treatment
System Description Aerobic/ Surface Spray
Size of Septic System Required Based on Planning Materials & Soil Evaluation
Tank Size(s) (Gallons) 750/550 Absorption/Application Area (Sq Ft)
Gallons Per Day (As Per TCEQ Table III) 300
(Sites generating more than 5000 gallons per day are required to obtain a permit through TCEQ.)
Is the property located over the Edwards Recharge Zone? Yes No
(If yes, the planning materials must be completed by a Registered Sanitarian (R.S.) or Professional Engineer (P.E.))
Is there an existing TCEQ approved WPAP for the property? Yes No
(If yes, the R.S. or P.E. shall certify that the OSSF design complies with all provisions of the existing WPAP.)
If there is no existing WPAP, does the proposed development activity require a TCEQ approved WPAP? Yes No
(If yes, the R.S. or P.E. shall certify that the OSSF design will comply with all provisions of the proposed WPAP. A Permit to Construct will not be issued for the proposed OSSF until the proposed WPAP has been approved by the appropriate regional office.)
Is the property located over the Edwards Contributing Zone? ⊠ Yes □ No
Is there an existing TCEQ approval CZP for the property? X 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:
By signing this application, I certify that: - The information provided above is true and correct to the best of my knowledge. - Leffirmatively consent to the online posting/public release of my e-mail address associated with this permit application, as applicable

Signature of Designer Date

Page 2 of 2

AFFIDAVIT TO THE PUBLIC

THE COUNTY OF COMAL STATE OF TEXAS

CERTIFICATION OF OSSF REQUIRING MAINTENANCE

Affix Notary Stamp Above

According to Texas Commission on Environmental Quality Rules for On-Site Sewage Facilities, this document is filed in the Deed Records of Comal County, Texas. 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 (TVVC), 5.012 and 5.013, gives the TCEQ 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 TVVC. The TCEQ, 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 TCEQ requires a deed recording. Additionally, the owner must provide proof of the recording to the OSSF permitting authority. This deed certification is not a representation or warranty by the TCEQ of the suitability of this OSSF, nor does it constitute any guarantee by the TCEQ that the appropriate OSSF was installed.

An OSSF requiring a maintenance contract, according to 30 Texas Administrative Code 285.91(12) will be installed on the property described as (insert legal description): Lot 163 Block Subdivision Serenity Oaks not in Subdivision: Acres The property is owned by Hearthside Homes, Inc. This OSSF must be covered by a continuous maintenance contract for the first two years. After the initial two-year service policy, the owner of an aerobic treatment system for a single family residence shall either obtain a maintenance contract within 30 days or maintain the system personally. Upon sale or transfer of the above-described property, the permit for the OSSF shall be transferred to the buyer or new owner. A copy of the planning materials for the OSSF can be obtained from the Comal County Engineer's Office. HERRETTS IDE Homes INC. Owner Name A LANGIPPIES. Owner Signature Owners Signature This instrument was acknowledged before me on: 10 Day of October Notary's Printed Name Notary Public, State Official County use only of Texas Filed and Recorded Commission Expires: Official Public Records Bobbie Koepp, County Clerk STEVE AYCOCK My Notary ID # 2408451 Comal County, Texas Expires June 10, 2027 12/12/2024 03:40:05 PM TERRI 1 Pages(s)

202406037780

Bobbie Koepp



South Texas Waste Water Treatment, LLC PO Box 1284 Boerne, TX 78006

Date Printed: 10/4/2024

Phone: (830) 249-8098

Area: MVS

Customer ID: 8165

Site: 319 Serenity Pass, Spring Branch, TX 78070

County: Comal

Subdivision: Serenity Oaks 4

20915 Wilderness Oak #5402 San Antonio, TX 78258

To: Ronald & Jeanette Heven

Installed by: Ronald R Graham
Contract with: South Texas Waste Water Treatment, LL
Treatment Type: Aerobic / Disposal: Surface Application
MFG: Jet, Inc. / Brand: Jet - Spray 2 yr / S#:
Disinfectant: Chlorine

	Contract Period
1	
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NO PERMIT ON FILE

Agency: Comal County Environmental 3 visits per year - one every 4 months System Max Allowance: 300 gallons per day

- I. General: This Work for Hire Agreement (hereinafter referred to as "Agreement") is entered into by and between South Texas Wastewater Treatment and the above referrenced name (referred to as Customer). By this agreement, South Texas Wastewater Treatment and its' employees (hereinafter referred to as "Contractor") agree to render services at the site address stated above, as described herein, and the Customer agrees to fulfill his/her/their responsibilities, as described herein.
- II. Effective Dates: This agreement commences and ends as noted above. The date of commencement will be the date the "License to Operate" was issued by the permitting authority. The agreement may or may not commence at the same time as any warranty period of installed equipment, but in no case shall it extend the specified warranty as stated in our PROPOSAL AND CONTRACT FOR SERVICES.
- III. Renewal: This Agreement can renew for an additional period of two (2) years at the same terms and conditions unless either party gives notice of termination a minimum of thirty (30) days prior to end of first agreement period. See Section IV.
- IV Termination of Agreement: This Agreement may be terminated by either party with thirty (30) days written notice for any reason, including for example, substantial failure to perform in accordance with its terms, without fault or liability of the terminating party. NO REFUNDS. If this Agreement is so terminated, Contractor will be paid at the rate of \$135.00 per hour for any work performed and for which compensation has not been received. Either party terminating this agreement for any reason, including non-renewal, shall notify in writing the appropriate regulatory agency a minimum of thirty (30) days prior to the date of such termination.
- V. Services: Contractor will:
 - A. Inspect and perform routine upkeep on the On-Site Sewage Facility (hereinafter referred to as OSSF) as recommended by the treatment system manufacturer, and required by state and/or local regulations approximately every four months.
 - B. Provide a written record of visits to the site by means of an inspection tag attached to or contained in or near the control panel.
 - C. Repair or replace: if repairs or replacement of parts is necessary during a routine service visit, the repair or replacement of parts will be made at that time, if the charges for parts do not exceed \$100.00. If the charges for parts exceed \$100.00, the homeowner will be contacted for approval at the number(s) provided by the homeowner below. If the homeowner cannot be reached for approval while the technician is at the property, the repairs will not be made if they exceed \$100.00. If the technician receives approval after he leaves the property, a service call charge of \$165.00 to return to the property will be added to the final bill. If warranted items are required to be replaced within 30 days of installation, labor will not be charged. After 30 days, labor will be charged according to the service agreement.
 - D. Provide sample collection and laboratory testing of TSS and BOD on a yearly basis as required by permit. An additional charge will be incurred by the Customer for this service. (Only required for other than single family residence.).
 - E. Forward copies of this Agreement and all reports to the regulatory agency and the customer within 14 days.
 - F. Visit site in response to Customer's request for unscheduled service within forty-eight (48) hours of the date of notification of said request.

 Unless otherwise covered by warranty, costs for such unscheduled responses will be billed to Customer.
- VI. Disinfection: Not Required. X Required. The responsibility to maintain the disinfection device (s) and provide any necessary chemicals is that of the Customer. If the Customer pays for it, Contractor will add 6 tablets of chlorine at routine services (See Section V Sub-section A) INITIAL

 VII Electronic Monitoring is X is not included in this Agreement.
- VII. Electronic Monitoring ___ is _X_ is not included in this Agreement.

 VIII. Performance of Agreement: Commencement of performance by Contractor under this agreement is contingent on the following conditions:
 - A. If this is an initial agreement (new installation):
 - 1. Contractor's receipt of a fully executed original copy or email of this agreement and all documentation requested by Contractor.
 - 2. Contractor providing the equipment and installation for this OSSF.
 - 3. Contractor's receipt of payment in full for the equipment and installation.
 - 4. Contractor's receipt of payment of the wastewater monitoring fee in accordance with the terms as described in section XIV of this Agreement.
 - B. If this is not an initial agreement (existing system):
 - 1. Contractor's receipt of a fully executed original copy of this agreement and all documentation requested by Contractor.
 - 2. Contractor's receipt of payment of the wastewater monitoring fee in accordance with the terms as described in Section XIV of this agreement
- C. If the above conditions are not met, Contractor is not obligated to perform any portion of this agreement. IX. Customer's Responsibilities: The Customer is responsible for each and all of the following:
 - A. DO NOT ALLOW ALTERATION TO ANY PART OF THE SYSTEM OR SPRINKLER HEAD LOCATIONS. ALTERATIONS WOULD PUT THE SYSTEM OUT OF COMPLIANCE AND WOULD CAUSE THE PROPERTY OWNER ADDITIONAL EXPENSES TO BRING THE SYSTEM BACK INTO COMPLIANCE.
 - B. Provide all necessary yard or lawn maintenance and the removal of all obstacles, including but not limited to dogs and other animals, vehicles, trees, brush, trash, or debris, as needed to allow the OSSF to function properly, and to allow Contractor safe and easy access to all parts of the OSSF.
 - C. Protect equipment from physical damage including but not limited to that damage caused by insects.
 - D. Maintain a current license to operate, and abide by the conditions and limitations of that license, and all requirements for an on-site sewage facility (OSSF) from the State and/or local regulatory agency, whichever are more stringent, as well as proprietary system's
 - E. Notify Contractor immediately of any and all alarms, and/or any and all problems with, including failure of, the OSSF.

REVISED 12:50 pm, Jan 10, 2025

- F. Provide, upon request by Contractor, water usage records for evaluation by Contractor as to the performance of the OSSF
- G. Allow for samples at both the inlet and outlet of the OSSF to be obtained by Contractor for the purpose of evaluating the OSSF's performance. If these samples are taken to a laboratory for testing, with the exception of the service provided under Section. Sub-section D above, Customer agrees to pay Contractor for sample collection and transportation, portal to portal, at a rate of \$165.00 per hour plus the associated fees for laboratory testing.
- H. Prevent the backwash or flushing of water treatment of conditioning equipment from entering the OSSF.
- Prevent the condensate from air conditioning or refrigeration units, or the drains of icemakers, from hydraulically overloading the aerobic treatment units. Drain lines may discharge into the surface application pump tank if approved by system designer.
- Provide for pumping and cleaning of tanks and treatment units, when and as recommended by Contractor, at Customer's expense.
- Maintain site drainage to prevent adverse effects on the OSSF.
- L. Pay promptly and fully, all Contractor's fees, bills, or invoices as described herein.
- X. Access by Contractor: Contractor is hereby granted an easement to the OSSF for the purpose of performing services described herein. Contractor may enter the property during Contractor's normal business hours and/or other reasonable hours without prior notice to Customer to perform the Services and/or repairs described herein. Contractor shall have access to the OSSF electrical and physical components. IF SPECIAL ARRANGEMENTS ARE REQUESTED (any advance or prior notice or contacting of owner/resident in order to enter property to perform routine service visit, (locked gates, biting dogs, appointment to enter, to call on the way, etc.) or if any part of the system is located behind a locked door (garage, etc.) THERE IS AN ADDITIONAL CHARGE. Tanks and treatment units shall be st ced

			iks and treatment units shall be accessible by means of man
			proprietary system manufacturer. If not an initial agreement
			avation, and possibly other labor and materials costs, will be
			naterials at list price. Excavated soil shall be replaced as best
			for damages to sod, grass, roots, landscaping, or any unmarked
		or gas lines, etc.), or for the uneven settle	
			LC is not responsible for any settling post installation and
county licensing. It is the responsibility			
			es, or for economic loss due to expense, or for loss of profits or
		other theory. In no event shall Contractor b	e liable in an amount exceeding the total Fee for Services
amount paid by Customer under this Agr		aball ba bald to be invested an energy formable	- C
			e for any reason, the remaining provisions shall continue to be that by limiting such provision it would become valid and
enforceable, then such provision shall be			that by fillitting such provision it would become valid and
XIV Fee for Services: The fee for the ba			e does not include any equipment, materials, or labor
			Inspections (see Section V, item A), and will incur a
service call fee of 165.00, plus parts an		mer man required regularly scheduled	inspections (see Section v, item A), and win incur a
XV. Payment: Payment of Fee for Service Can recommend and Service Can		as stated above is to be made as follows:	
X Included in PROPOSAL AND C		as stated above is to be made as follows.	
Full amount due upon signature (-1	
		ayment terms for renewal of agreement.)	
		, ,	voices are mailed on the date of invoice. All payments not
			arrying charge, as well as any reasonable attorney's fees, and
			ntractor for any reason will be assessed a \$45.00 returned
check fee.	Confidence in Conceilon o	ampara debt(s). They effect returned to eo	nutration for any reason will be assessed a \$45.00 returned
	t. The fees paid for this a	greement are not refundable, however, the	agreement is transferable. Customer will advise subsequent
			erform the herein described Services, and accepting
			due obligations arising form this Agreement including late fees
			ice date. Any remaining monies shall be applied to the
			e termination date of effective coverage per this agreement.
See Section IV.	Telegraphic control of the control o	***************************************	9. F
XVII. Entire Agreement: This agreeme	ent contains the entire agre	ement of the parties, and there are no other	promises or conditions in any other
agreement, oral or written.		•	
DP OII			
R. Bruce Cobabe		OSSF Installer II, Lic OS0004815, and, O	SSF Site Evaluator, Lic OS0012360
Name	Date	exp 1/31/2027	exp 12/31/2026
rame	Bate	CAP 1/31/2027	схр 12/31/2020
Certified Service Provider for: Let Inc.	Member: Teyas On-Site W	astewater Association and National On-site	Wastewater Recycling
			accepted. You are authorized to perform the Services as
			actual rights arise until this "Agreement" is accepted in
writing AND payment is made as outline		a for in any omer agreement and no contro	actual rights arise until this rigreement is accepted in
2 1 1	u doore.		
11 2 1. 11	116-	OFFICE @ HEARthside . 1	Lames
The said	1/10/25	PPICE HOME THE	140/-60-3
Customer	Date	E-Mail	
CONT. OT BUONE NUMBERS			
CONTACT PHONE NUMBERS:		Gate Codes for:	
#1_210-829-7379		SubDivision #5501	
#2		Property	El Al

Special Meeting Resolution Adopted by Unanimous Written Consent of the Sold Director of Hearthside Homes, Inc.

The undersigned, being the sole director entitled to vote at the Director's meeting of Hearthside Homes, Inc., a Texas Corporation, does hereby consent to take the following actions, to adopt the following resolution, and to transact the following business of the corporation:

RESOLVED, that Herman Schimpff, President of Hearthside Homes, Inc. is hereby authorized and directed to execute contracts, deeds, and loan documents any other documents reasonably required to the purchase/sale or loan transactions of Lot 1062, Vintage Oaks at the Vineyard, Unit 8, in Comal County.

BE IT FURTHER RESOLVED, that Herman Schimpff, President of Hearthside Homes, Inc. is hereby authorized and directed to execute loan documents to finance the purchase of property and construction of residences thereon and to renew and extend existing loans for the foregoing purposes.

This consent is executed pursuant to \S 21.415(b) of the Tex. Bus. Org. Code, which authorizes the taking of action by the Directors by unanimous written consent without a meeting.

Effective as of the <u>FH</u> day of	June , 2024
Director	Signature
Herman Schimpff	The Life



4 October 2024

319 Serenity Pass Serenity Oaks 4 Lot 163 Comal County, Texas

I, Ronald R. Graham have reviewed the CZP# RN107914434 for this location and certify that this design meets all the requirements of the Texas Commission of Environmental Quality OSSF regulations, all provisions of the existing CZP and the orders of Comal County.

Ronald R Graham, RS

SOUTH TEXAS WASTE WATER TREATMENT, LLC.

Authorized JET Distributor - Home and Commercial - Engineering Services

P O Box 1284 Boerne, Texas 78006 * 830-249-8098 or 1-800-86-WASTE; www.stwastewater.com

SITE EVALUATION INFORMATION SHEET

Hearthside Homes, Inc. 2145 Zercher Rd. Ste. A San Antonio, TX 78209	SITE:	319 Serenity Pass Serenity Oaks 4 Lot 163 Comal County, TX
Date of Site Evaluation:		
Within 100-year Flood Zone: NO Edwards Recharge Zone: <u>NO</u>		48091C0090F o: Index Map
Profile Holes: No test holes dug due to extens	sive surface ro	ck.
Soil Texture Analysis: Class Soil Structure Analysis: <u>Unsuitable for conve</u>		
Structureless Weak Moderate Blocky Platy Massive	Strong	
Restrictive Horizon: None Found Rock or Fractured Rock: Clay 40% or more: Ground Water	Depth: Sur	face
Brief Description: No sensitive features noted drainage features on lot.	d at time of sit	te evaluation. No physical
This site was evaluated by: South Texas Waste Water Treatment, LLC. Ronald R. Graham, Site Evaluator Registration Number 19772, State of Texas PO Box 1284 Boerne, Texas 78006		
Ronald R. Graham, RS	11-4-2 Date	24

Attachments:

Drawing No. 8165R0 dated 30 OCT 2024

SOUTH TEXAS WASTE WATER TREATMENT, LLC.

Authorized JET Distributor - Home and Commercial - Engineering Services P O Box 1284 Boerne, Texas 78006 * 830-249-8098 or 1-800-86-WASTE; www.stwastewater.com

31 October 2024

JET 750/550 HOME WASTEWATER TREATMENT SYSTEM DESIGN SPRINKLER SYSTEM

Hearthside Homes, Inc. 2145 Zercher Rd. Ste A San Antonio, TX 78209 SITE: 319 Serenity Pass Serenity Oaks 4 Lot 163 Comal County, TX

This design includes an attached drawing No. 8165R0 dated 30 OCT 2024

Design Specifications:

Estimated average daily wastewater flow: 4 Bedroom 2,006sf Home.

(300 GPD) Treatment of 480 GPD

Jet 750 ATU

Pump tank/chlorine contact chamber capacity: 550 gallons

Design application rate: 0.064 gal./sq.ft./day Dosing cycle quantity:100-110 gallons Number of dosing cycles per day: three (3) Type of float switch: mercury float switch

Design pressure head: 25-40 psi at sprinkler head

Dosing pump capacity: Little Giant WE20G05P4-20 20.0 GPM NSF Certified Tablet Chlorinator: installed at inlet of pump tank

Maximum slope of the field: <15 percent Means of preventing syphoning: gravity

Diameter of supply pipe: 1 inch

Pressure adjusting valves to be installed: hose bib

Safety Lid installed on Clarifier

Offsets: property lines, wells, easements, water lines, structures, swimming pools, ponds, etc shall be strictly adhered to as required by latest Texas Commission on Environmental Quality OSSF Regulations.

Pump controls must have NEMA (National Manufacturing Association) approval. A PVC union shall be placed above the pump to allow for easy pump removal.

Calculation of Field Size

Three-bedroom casita consisting of a total of 1,852sf—allow for 240 GPD effluent flow. Assume an application rate of 15.6 sf per gallon per day.

 $360 \div 0.064 = 3.750 \text{ sf}$

We are installing 2 sprinkler heads, capable of 2gpm each, both with a 30'radius, spraying a full circle. The area measured by AutoCAD is:

A = 5.654 sf

Pipe and Fittings

All pipes and fittings in this system shall be Schedule 40 PVC. All joints shall be sealed with an approved solvent-type PVC cement. The forced main shall be 1" in diameter. A Little Giant WE20G05P4-22 or equivalent high head submersible pump capable of providing at least 20gpm and providing a 25-40 psi head shall be utilized for pumping effluent.

Site Preparation

The area selected for irrigation shall be cleared of Cedar and Brush. Some preparation is required. The sprayed area shall be provided with grass or other suitable ground cover.

Provisions for Emergencies

A warning system shall be added to the pump tank on separate circuit from the pump circuit to provide warning of a failure to the system. This Aerobic System has a 24-month service agreement which includes emergency service.

Flood Prone Areas

The subject lot is <u>not</u> in a flood prone area according to the National Flood Insurance Program FIR Map community-panel Number <u>48091C0090F</u>. No physical drainage feature on property which would require special protective measures. No slope where seeps may occur, no flows with velocity that would damage components.

Tank Size

The system shall have a JET Model J-750 extended aeration plant with external NSF Certified Tablet Chlorinator. The pump tank shall have a capacity of 550 gal. This tank will not need tees in inlet. Safety Lid installed on Clarifier.

This system designed by:

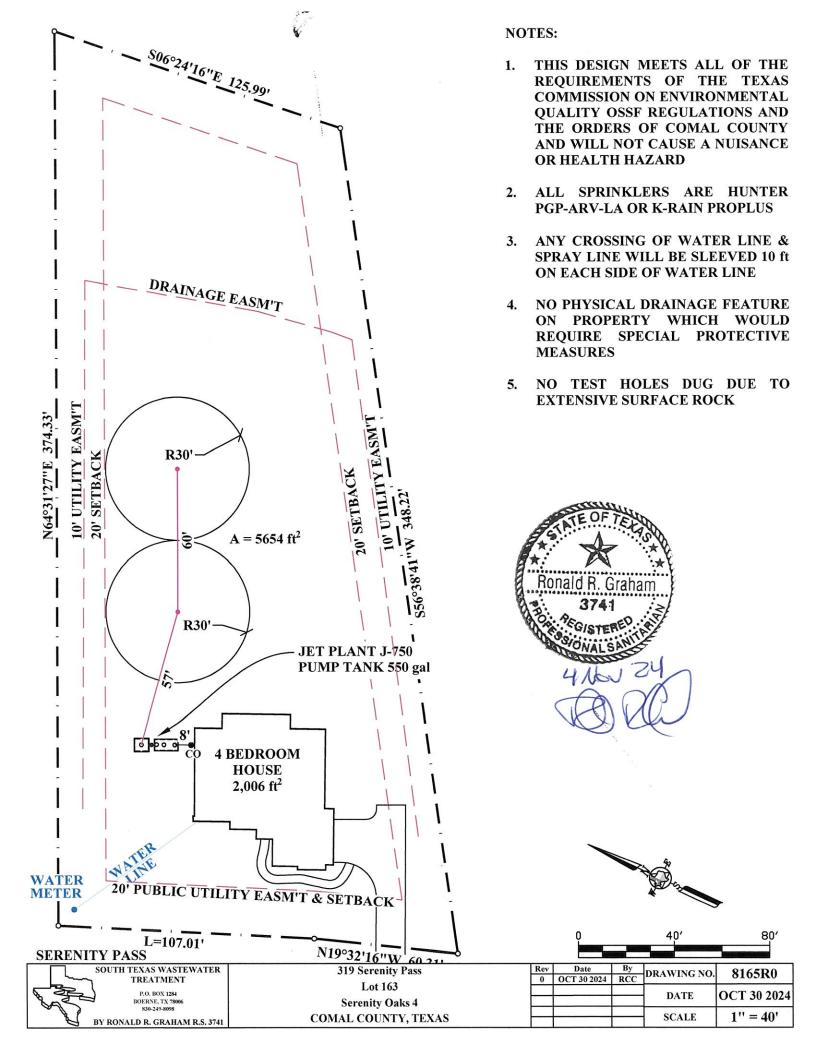
South Texas Waste Water Treatment, LLC Ronald R. Graham, Registered Sanitarian Registration Number 3741, State of Texas PO Box 1284 Boerne, TX 78006

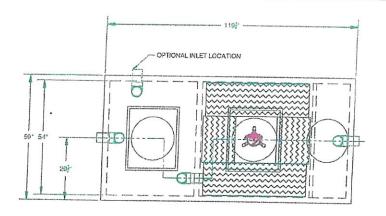
Ronald R. Graham, RS

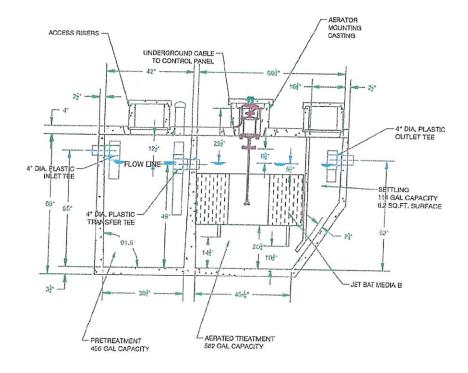
Date 4 2024

Attachments:

Drawing No. 8165R0 dated 30 OCT 2024

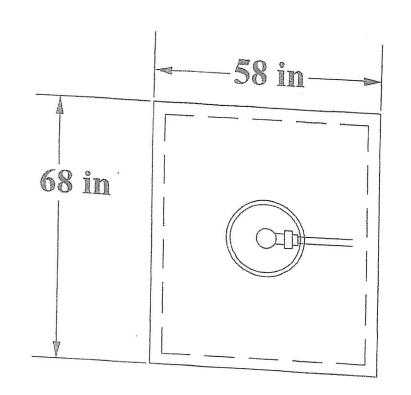






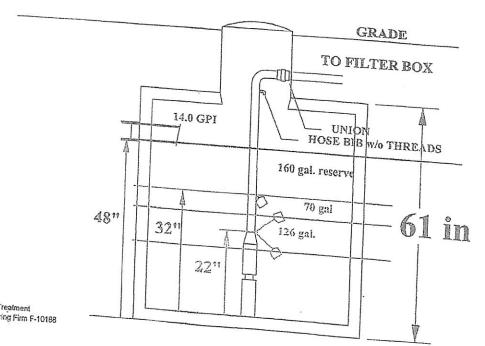
- AERATOR MODEL 700LL MUST BE USED IN CONTINUOUS OPERATION
 DEVELOP RISERS TO GRADE OR WITHIN 12*
- BELOW GRADE
- PLASTIC RISERS CAST INTO THE TANK LID MAY BE USED IN PLACE OF CONCRETE RISERS











South Texas Wastewater Treatment Texas Registered Engineering Firm F-10188 227 Commerce Boerne, TX 78006 From: Ritzen,Brenda
To: Diandra Linares
Subject: Permit 118189

Date: Thursday, January 9, 2025 2:10:00 PM

Attachments: <u>image001.png</u>

Re: Hearthside Homes, Inc.

Serenity Oaks Unit 4 Lot 163

Application for Permit for Authorization to Construct an On-Site Sewage Facility (OSSF)

Diandra:

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

Nowner signature needed on maintenance contract.

2. Revise as needed and resubmit.

Thank you,



Brenda Ritzen

Environmental Health Coordinator 195 David Jonas Dr. New Braunfels, TX 78132 DR:OS00007722 830-608-2090 www.cceo.org South Texas Waste Water Treatment, LLC PO Box 1284 Boerne, TX 78006



Phone: (830) 249-8098

Date Printed: 10/4/2024

Area: MYS

Customer ID: 8165

Site: 319 Serenity Pass, Spring Branch, TX 78070

County: Comal

Subdivision: Serenity Oaks 4

To: Hearthside Homes, Inc. 2145 Zercher Rd. Ste A San Antonio, TX 78209

Installed by: Ronald R Graham Contract with: South Texas Waste Water Treatment, LL Treatment Type: Aerobic / Disposal: Surface Application MFG: Jet, Inc. / Brand: Jet - Spray 2 yr / S#: Disinfectant: Chlorine

Cont	tract	Period
	throu	gh

NO PERMIT ON FILE

Agency: Comal County Environmental 3 visits per year - one every 4 months System Max Allowance: 300 gallons per day

- General: This Work for Hire Agreement (hereinafter referred to as "Agreement") is entered into by and between South Texas Wastewater Treatment and the above referrenced name (referred to as Customer). By this agreement, South Texas Wastewater Treatment and its' employees (hereinafter referred to as "Contractor") agree to render services at the site address stated above, as described herein, and the Customer agrees to fulfill his/her/their responsibilities, as described herein.
- Effective Dates: This agreement commences and ends as noted above. The date of commencement will be the date the "License to Operate" was issued by the permitting authority. The agreement may or may not commence at the same time as any warranty period of installed equipment, but in no case shall it extend the specified warranty as stated in our PROPOSAL AND CONTRACT FOR SERVICES.
- III. Renewal: This Agreement can renew for an additional period of two (2) years at the same terms and conditions unless either party gives notice of termination a minimum of thirty (30) days prior to end of first agreement period. See Section IV
- Termination of Agreement This Agreement may be terminated by either party with thirty (30) days written notice for any reason, including for example, substantial failure to perform in accordance with its terms, without fault or liability of the terminating party. NO REFUNDS. If this Agreement is so terminated, Contractor will be paid at the rate of \$135.00 per hour for any work performed and for which compensation has not been received. Either party terminating this agreement for any reason, including non-renewal, shall notify in writing the appropriate regulatory agency a minimum of thirty (30) days prior to the date of such termination.
- Services: Contractor will:
 - A. Inspect and perform routine upkeep on the On-Site Sewage Facility (hereinafter referred to as OSSF) as recommended by the treatment system manufacturer, and required by state and/or local regulations approximately every four months.
 - B. Provide a written record of visits to the site by means of an inspection tag attached to or contained in or near the control panel.
 - C. Repair or replace: if repairs or replacement of parts is necessary during a routine service visit, the repair or replacement of parts will be made at that time, if the charges for parts do not exceed \$100.00. If the charges for parts exceed \$100.00, the homeowner will be contacted for approval at the number(s) provided by the homeowner below. If the homeowner cannot be reached for approval while the technician is at the property, the repairs will not be made if they exceed \$100.00. If the technician receives approval after he leaves the property, a service call charge of \$165.00 to return to the property will be added to the final bill. If warranted items are required to be replaced within 30 days of installation, labor will not be charged. After 30 days, labor will be charged according to the service agreement.
 - D. Provide sample collection and laboratory testing of TSS and BOD on a yearly basis as required by permit. An additional charge will be incurred by the Customer for this service. (Only required for other than single family residence.).
 - E. Forward copies of this Agreement and all reports to the regulatory agency and the customer within 14 days.
 - Visit site in response to Customer's request for unscheduled service within forty-eight (48) hours of the date of notification of said request

Unless otherwise covered by warranty, costs for such unscheduled responses will be billed to Customer

VI Disinfection: Not Required. X Required. The responsibility to maintain the disinfection device (s) and provide any necessary chemicals is that of the Customer. If the Customer pays for it, Contractor will add 6 tablets of chlorine at routine services. (See Section V. Sub-section A) INITIAL

- VII. Electronic Monitoring ___ is _X_ is not included in this Agreement.

 VIII. Performance of Agreement. Commencement of performance by Contractor under this agreement is contingent on the following conditions
 - A. If this is an initial agreement (new installation):
 - Contractor's receipt of a fully executed original ent and all documentation requested by Contractor.
 - Contractor providing the equipment and installa
 - 3 Contractor's receipt of payment in full for the ed
 - 4. Contractor's receipt of payment of the wastewat
- ice with the terms as described in section XIV of this Agreement.

- B. If this is not an initial agreement (existing system):
 - all documentation requested by Contractor 1. Contractor's receipt of a fully executed original co-
 - 2. Contractor's receipt of payment of the wastewater monitoring fee in accordance with the terms as described in Section XIV of this agreement
- C. If the above conditions are not met, Contractor is not obligated to perform any portion of this agreement
- IX. Customer's Responsibilities: The Customer is responsible for each and all of the following
 - A. DO NOT ALLOW ALTERATION TO ANY PART OF THE SYSTEM OR SPRINKLER HEAD LOCATIONS. ALTERATIONS WOULD PUT THE SYSTEM OUT OF COMPLIANCE AND WOULD CAUSE THE PROPERTY OWNER ADDITIONAL EXPENSES TO BRING THE SYSTEM BACK INTO COMPLIANCE.
 - B. Provide all necessary yard or lawn maintenance and the removal of all obstacles, including but not limited to dogs and other animals, vehicles, trees, brush, trash, or debris, as needed to allow the OSSF to function properly, and to allow Contractor safe and easy access to
 - Protect equipment from physical damage including but not limited to that damage caused by insects.
 - Maintain a current license to operate, and abide by the conditions and limitations of that license, and all requirements for an on-site sewage facility (OSSF) from the State and/or local regulatory agency, whichever are more stringent, as well as proprietary system's
 - Notify Contractor immediately of any and all alarms, and/or any and all problems with, including failure of, the OSSF

G. Allow for samples at both samples are taken to a labe Contractor for sample colle H. Prevent the backwash or I. Prevent the condensate in treatment units. Drain list. J. Provide for pumping an K. Maintain site drainage to L. Pay promptly and fully, a X. Access by Contractor's normal Contractor shall have access to the Contacting of owner/resident in order of the system is located behind a loways, or risers and removable cover (new installation) and this access is required. These costs shall be billed as Contractor can at the time such sounderground items (telephone, telev underground items (telephone, telev underground items (telephone, telev income, or loss of use to Customer, amount paid by Customer under this XIII. Severability: If any provision sha XIV Fee for Services: The fee for t	ratory for testing, with the exception rection and transportation, portal to p flushing of water treatment of cond from air conditioning or refrigeration ines may discharge into the surface at d cleaning of tanks and treatment und prevent adverse effects on the OSS all Contractor's fees, bills, or invoice ctor is hereby granted an easement to business hours and/or other reasonates of the contractor's fees, bills, or invoice it or is hereby granted an easement to business hours and/or other reasonates. OSSF electrical and physical comport to enter property to perform routin ked door (garage, etc.) -THERE IS s, for the purpose of evaluation as remot in place or provided for by the cto Customer as an additional service is performed and under no circuice is performed and under no circuice is performed and under no circuic is performed and under no	application pump tank if approvants, when and as recommended is: es as described herein. o the OSSF for the purpose of period able hours without prior notice to the the purpose of period is: AN ADDITIONAL CHARGE equired by State and/or local rule customer, the costs for the labor ce at a rate of \$165.00 per hour, recumstances is Contractor resport gas lines, etc.), or for the uneverth Texas Waste Water Treatm to resolve. The period is the purpose of period or the period is the period of the period is invalid or unenforceabled, and enforced as so limited. Agreement is	ne purpose of evaluating the OSSF's performance. If these Section. Sub-section D above, Customer agrees to pay our plus the associated fees for laboratory testing. In the OSSF. It is, from hydraulically overloading the aerobic ed by system designer. By Contractor, at Customer's expense. Performing services described herein. Contractor may enter the contractor to perform the Services and/or repairs described herein. Contractor may enter the contractor to perform the Services and/or repairs described herein. Contractor may enter the contractor to perform the Services and/or repairs described herein. Contractor may enter the contractor to perform the Services and/or repairs described herein. Contractor may enter the contractor to perform the Services and/or repairs described herein. Contractor may enter the contractor of the services and proprietary system manufacturer. If not an initial agreeme of excavation, and possibly other labor and materials costs, will plus materials at list price. Excavated soil shall be replaced as basible for damages to sod, grass, roots, landscaping, or any unman settling of the soil. Inent LLC is not responsible for any settling post installation and manufacture. It is not responsible for any settling post installation and the contractor of the liable in an amount exceeding the total Fee for Services are cable for any reason, the remaining provisions shall continue to the liable in the planting such provision it would become valid and this fee does not include any equipment, materials, or labor addited Inspections (see Section V, item A), and will incur a deduted Inspections (see Section V, item A), and will incur a	y part an ent be oest arked and fits or
	ID CONTRACT ure (Required of new Customer)			
Payments of \$ Payment of invoice(s) for any other received within thirty (30) days from	due upon receipt of invoice. (Payme service or repair provided by contra- n the invoice date will be subject to	ctor is due upon receipt of invoi a late penalty and a 1.5% per m	ent.) ce. Invoices are mailed on the date of invoice. All payments no tonth carrying charge, as well as any reasonable attorney's fees, a to Contractor for any reason will be assessed a \$45.00 returned	and
XVI. Application of Transfer of pay property owner(s) of the state requir Customer's Responsibilities. This or penalties, returned check fees, an	ement that they sign a replacement a replacement Agreement must be reco d/or charges for services or repairs n ent. The consumption of funds in th	agreement authorizing Contractor eived from Customer first to any not paid within thirty (30) days on his manner may cause a reduction	er, the agreement is transferable. Customer will advise subseque or to perform the herein described Services, and accepting a past due obligations arising form this Agreement including late of invoice date. Any remaining monies shall be applied to the in in the termination date of effective coverage per this agreement to other promises or conditions in any other	e fees
R. Bruce Cobabe		VUID		
Name	Date OSS		and, OSSF Site Evaluator, Lic OS0012360	
		exp 1/31/2027	exp 12/31/2026	
Certified Service Provider for: Jet Acceptance of Agreement: The abo specified. It is understood and agre writing AND payment is made as or	ve prices, specifications, and condited that this work is not provided for	tions are satisfactory and are he	On-site Wastewater Recycling ereby accepted. You are authorized to perform the Services as contractual rights arise until this "Agreement" is accepted in	
Hearthside Homes In	c, rejour . off	ice@Henzthside.1	lones	
	Date .	E-Mail	701.1-1	
CONTACT PHONE NUMBERS:	Property Charles	Gate Codes for SubDivision #550	Maring Sty	
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AFFIDAVIT TO THE PUBLIC

THE COUNTY OF COMAL STATE OF TEXAS

CERTIFICATION OF OSSF REQUIRING MAINTENANCE

Affix Notary Stamp Above

According to Texas Commission on Environmental Quality Rules for On-Site Sewage Facilities, this document is filed in the Deed Records of Comal County, Texas. 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 (TVVC), 5.012 and 5.013, gives the TCEQ 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 TVVC. The TCEQ, 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 TCEQ requires a deed recording. Additionally, the owner must provide proof of the recording to the OSSF permitting authority. This deed certification is not a representation or warranty by the TCEQ of the suitability of this OSSF, nor does it constitute any guarantee by the TCEQ that the appropriate OSSF was installed.

An OSSF requiring a maintenance contract, according to 30 Texas Administrative Code 285.91(12) will be installed on the property described as (insert legal description): Block Subdivision Serenity Oaks Unit 4 Lot 163 not in Subdivision: Acres Survey The property is owned by Hearthside Homes, Inc. This OSSF must be covered by a continuous maintenance contract for the first two years. After the initial two-year service policy, the owner of an aerobic treatment system for a single family residence shall either obtain a maintenance contract within 30 days or maintain the system personally. Upon sale or transfer of the above-described property, the permit for the OSSF shall be transferred to the buyer or new owner. A copy of the planning materials for the OSSF can be obtained from the Comal County Engineer's Office. HEARTHS IDE Homes INC. Owner Name A AND PRIES. Owner Signature Owners Name Owners Signature This instrument was acknowledged before me on: 10 Day of October Notary's Printed Name Notary Public, State 🌑 Official County use only Commission Expires: STEVE AYCOCK My Notary ID # 2408451 Expires June 10, 2027

ATC 40000324002485A

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.

WARRANTY DEED WITH VENDOR'S LIEN

Dated July 12, 2024 to be effective as of July 16, 2024

Grantor:

Grantee:

Ronald Heyen and Jeanette Heyen

Grantor's Mailing Address:

3623 Tinted Copper Bulverde, Texas 78163

Hearthside Homes, Inc., a Texas corporation

Grantee's Mailing Address:

2145 Zercher Rd., Suite A San Antonio, Texas 78209

Consideration:

Cash and note of even date executed by Grantee and payable to the order of Grey Stag Capital, LLC d/b/a CAS Investments ("Lender") in the principal amount of One Hundred One Thousand Seven Hundred Thirteen and 28/100 Dollars (\$101,713.28). The note is secured by a first and superior vendor's lien and superior title retained in this deed and by a first lien deed of trust dated the same date as this deed in favor of Lender.

Property (including any improvements):

Lot 163, SERENITY OAKS UNIT 4, as shown by map or plat of said subdivision duly recorded in the Office of the County Clerk of Comal County, Texas, in Document No. 202106034827 of Map and Plat Records of Comal County, Texas.

Reservations from Conveyance: None

All ad valorem taxes for the current and all subsequent years, zoning ordinances and utility district assessments, if any, applicable to and enforceable against the Property and all conditions, covenants, options, restrictions, easements, charges and liens for assessments, setbacks, encroachments, reservations, and mineral reservations affecting the Property that are shown in the Real Property Records of Comal County, Texas.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

The vendor's lien against and superior title to the Property are retained until each note described is fully paid according to its terms, at which time this deed will become absolute.

Lender, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the note. The first and superior vendor's lien against and superior title to the Property are retained for

the benefit of Lender and are transferred to Lender without recourse against Grantor.					
When the context requires, singular nouns and pronouns include the plural.					
Rohald Heyen Alanatte Heyen					
STATE OF TEXAS § COUNTY OF BEYOU §					
This instrument was acknowledged before me on this 12 day of July , 2024 Ronald Heyen.					
[SEAL] CAROLYN JOHNSON FLETCHER My Notary ID # 4138267 Expires September 12, 2026 Notary Public, State of Texas					
STATE OF TEXAS § COUNTY OF BUOK §					
This instrument was acknowledged before me on this 12 day of July , 2024 Jeanette Heyen.					
[SEAL] CAROLYN JOHNSON FLETCHER My Notary ID # 4138267 Expires September 12, 2026 Notary Public, State of Texas					

AFTER RECORDING RETURN TO: Hearthside Homes, Inc., a Texas corporation 2145 Zercher Rd., Suite A San Antonio, Texas 78209

Filed and Recorded Official Public Records Bobbie Koepp, County Clerk Comal County, Texas 07/16/2024 11:24:09 AM MARY 2 Pages(s) 202406021189



2





OSSF DEVELOPMENT APPLICATION CHECKLIST

ENGINEER'S OFFICE	Staff will complete shaded items				
ENGINEER'S OFFICE			118189		
	Date Received	Initials	Permit Number		
Instructions: Place a check mark next to all items that apply. For Checklist must accompany the completed application.	or items that do not apply, plac ition.	ce "N/A". This	OSSF Development Application		
OSSF Permit					
Completed Application for Permit for Authorit	zation to Construct an On-Site	e Sewage Fac	ility and License to Operate		
Site/Soil Evaluation Completed by a Certified	d Site Evaluator or a Professio	onal Engineer			
Planning Materials of the OSSF as Required of a scaled design and all system specification	I by the TCEQ Rules for OSSI ons.	F Chapter 285	. Planning Materials shall consi		
Required Permit Fee - See Attached Fee So	chedule				
Copy of Recorded Deed					
Surface Application/Aerobic Treatment Syst	em				
Recorded Certification of OSSF Requ	iring Maintenance/Affidavit to	the Public			
Signed Maintenance Contract with Ef	fective Date as Issuance of Lie	cense to Oper	ate		
I affirm that I have provided all information re constitutes a completed OSSF Development	quired for my OSSF Develo Application.	pment Applic	ation and that this application		
Signature of Applicant		12/1	2/24 Date		

COMPLETE APPLICATION Receipt No. Check No.

INCOMPLETE APPLICATION (Missing Items Circled, Application Refeused)

Revised: September 2019