

From: [Ritzen,Brenda](#)
To: ["teribonar@gmail.com"](mailto:teribonar@gmail.com); wintersseptics@gvtc.com
Subject: Permit 118453
Date: Wednesday, April 2, 2025 1:57:00 PM
Attachments: [image001.png](#)

Re: Teri Bonar
Canyon Lake Hills Unit 5 Lots 2210, 2211, & 2212
Application for Permit for Authorization to Construct an On-Site Sewage Facility (OSSF)

Owner / Agent :

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

- 1. Show property boundaries and identify each lot on the design.**
- 2. Affidavit to the Public for the crossing of the property lines must be recorded at the Comal County Clerk's Office and a copy of the recorded Affidavit submitted to our office.**
- 3. Existing permit may need modification dependent upon location of property boundaries.**
- 4. Show limits of the driveway on the design. Include separation distance to the tank/ATU.**
- 5. 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

Preliminary Field Check For Drip Systems

RECEIVED
By Kathy Griffin at 3:00 pm, Mar 06, 2025



COMAL COUNTY
ENGINEER'S OFFICE

ON-SITE SEWAGE FACILITY APPLICATION

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

Date 3/3/25

Permit Number 118453

1. APPLICANT / AGENT INFORMATION

Owner Name Teri Bonar

Agent Name David Winters Septics LLC.

Mailing Address 963 Lake Breeze Dr.

Agent Address P.O Box 195

City, State, Zip Canyon Lake, TX 78133

City, State, Zip Spring Branch, TX 78070

Phone # 210 317-9382

Phone # 830-935-2477

Email teri.bonar@gmail.com

Email Wintersseptics@gvtc.com

2. LOCATION

Subdivision Name Canyon Lake Hills

Unit 5 42210TB Lot 2211 & 2212 Block

Survey Name / Abstract Number Acreage

Address 963 Lake Breeze Dr. 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 1

Indicate Sq Ft of Living Area 2004

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: \$ 100,000 (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.

Signature of Owner Teri Bonar

Date 3/3/25

Planning Materials & Site Evaluation as Required Completed By Garrett R. Winters R.S #5213

System Description Aerobic System W/ Drip Irrigation

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

Tank Size(s) (Gallons) 600GPD Absorption/Application Area (Sq Ft) 1440

Gallons Per Day (As Per TCEQ Table III) 240

(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.)

Is there at least one acre per single family dwelling as per 285.40(c)(1)? Yes No

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.

Garrett R. Winters
Signature of Designer

2/21/2025
Date

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

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.

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 2211 and 2212 Canyon Lake Hills, Unit No. 5, a subdivision in
4 2210 TB
Comal County, Texas

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

Teri Bonar

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.

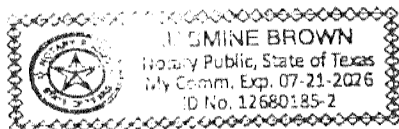
WITNESS BY HAND(S) ON THIS 3 DAY OF March 2025

Teri Bonar
Owner(s) signature(s)

Teri Bonar
(PRINTED NAME)

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS 3 DAY OF March 2025

Jasmine Brown
Notary Public, State of Texas
Notary's Printed Name: Jasmine Brown
My Commission Expires: 7/21/2026



**Filed and Recorded
Official Public Records
Bobbie Koepf, County Clerk
Comal County, Texas
03/05/2025 02:42:58 PM
JESS 2 Pages(s)
202506006222**



Bobbie Koepf

AFFIDAVIT OF A SINGLE FAMILY RESIDENCE

THE COUNTY OF Comal
STATE OF TEXAS

Before me, the undersigned authority, on this day personally appeared Teri Bonar

_____ who after being duly sworn, upon oath states that he/ she is the owner of record of those certain tracts or parcels of land lying and being situated in Comal County, Texas, and being more particularly described as follows:

↓ 2210 TB
Lot 2211 and 2212, Canyon Lake Hills, Unit No. 5, a subdivision in Comal County, Texas

The undersigned further states the following described structures _____

The Existing 2 Bedroom Main Home and the new 2004 Sq. Ft. Guest Home

on the said residential property are for one family and are routinely used only by members of the household of that one family.

WITNESS BY HAND(S) ON THE 3 DAY OF March, 2025

Teri Bonar

Owner(s) signature(s)

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS
3 DAY OF March, 2025

Jasmine Brown

Notary Signature



Notary's Printed Name: Jasmine Brown

My Commission Expires: 7/21/2026

AFFIDAVIT TO THE PUBLIC

THE COUNTY OF Comal

STATE OF TEXAS

Before me, the undersigned authority, on this day personally appeared Teri Bonar who after being duly sworn, upon oath states that he/she is the owner of record of those certain tracts or parcels of land lying and being situated in County, Texas, and being more particularly described as follows:

Lot 2210 and 2211, Canyon Lake Hills, Unit No. 5, a subdivision in Comal County, Texas
+2212 TB

The undersigned further states that the on-site sewage facility for the referenced properties crosses the boundary between the described properties. These properties cannot be sold separately and must be sold as one. Any buyer or transferee is hereby notified of this requirement.

WITNESS BY HAND(S) ON THE 3 DAY OF March
2025

Teri Bonar

Owner(s) signature(s)

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS 3
DAY OF March, 2025

Jasmine Brown

Notary Public, State of Texas

Notary's Printed Name: Jasmine Brown

My Commission Expires: 7-21-2025



- Instructions:
- 1) Document must be completed and Property Owner(s) signature(s) notarized,
 - 2) Record completed document in the Comal County Clerk's Office,
 - 3) Submit copy of recorded document to the Comal County Office of Environmental Health

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

Routine Maintenance and Inspection Agreement

This Work-for-Hire Agreement (hereafter referred to as this "Agreement") is entered into, by, and between Teri Bonar (referred to as "Client") and David Winters Septic's, LLC, Inc. (hereafter referred to as "Contractor") located at 963 Lake Breeze 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

Teri Bonar

Name

963 Lake Breeze Dr.

Address

Canyon Lake, TX 78133

City/State/Zip Code

210 317 9382

Phone

teri.bonar@gmail.com

Email address

Teri Bonar

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: 2 / 21 / 2025

Property Owner: BONAR TERI

Site Location: 963 Lakebreeze Dr. Proposed Excavation Depth: 1FT

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.

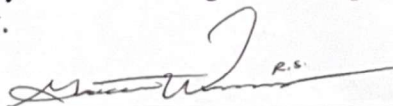
Soil Boring Number:					
Depth (Feet)	Texture Class	Gravel Analysis (If Applicable)	Drainage (Mottles/ Water Table)	Restrictive Horizon	Observations
1 FT.	III	<30%	None Observed	6" to Bedrck	CLAY LOAM
2 FT.					
3 FT.					
4 FT.					
5 FT.					

Soil Boring Number:					
Depth (Feet)	Texture Class	Gravel Analysis (If Applicable)	Drainage (Mottles/ Water Table)	Restrictive Horizon	Observations
1 FT.					
2 FT.		SAME AS	TH1		
3 FT.					
4 FT.					
5 FT.					

FEATURES OF SITE AREA

- | | |
|--|---|
| Presence of 100 year flood zone | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| Presence of upper water shed | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| Presence of adjacent ponds, streams, water impoundments | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| Existing or proposed water well in nearby area (within 150 feet) | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| Ground Slope | <u>2</u> % |

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)

02/21/25

 (Date)

OS#0037882

 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: BONAR TERI
Address: 963 Lakebreeze Dr.Canyon Lake, TX 78133
Subdivision: CANYON LAKE HILLS 5
Lot: 2210-2212
DATE: 2/21/2025

LOT DESCRIPTION

The proposed method of wastewater treatment is aerobic treatment with Drip 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 a public water supply. All parts of the system will maintain at least a 10 foot setback from all water lines and 5 foot from property lines.

This design was performed in conformance with Chapter 285 of the Texas Commission on Environmental Quality. I have performed a thorough site visit of the proposed lot as a Professional Registered Sanitarian and Site Evaluator in accordance with Chapter 285, Subchapter D, regarding Recharge Features, of the Texas Commission on Environmental Quality

System Summary

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

- 600gpd Aerobic DRIP treatment unit
- Manual 12hr control timer
- 20gpm submersible effluent pump
- Aerator
- SCH40 PVC Sewer line
- 1" purple PVC SCH40 supply/return manifold
- NETAFIM Arkal 100-micron disk filter
- Pressure Gauge
- 30PSI pressure regulator - Model PMR30MF
- Vacuum Breakers installed at the highest points of the drip field.
- Spin lock connections
- Drip Tubing (Netafim Bioline)
- Visual and audio alarms monitoring high water and aerator failure placed in a noticeable location.

Wastewater Design Flow

Structure: 2,004SF SINGLE FAMILY RESIDENCE
of Bedrooms: 1
Wastewater Usage Rate: 240GPD
Application Rate: 0.2
Application Area Required: 1,200SF
Actual Application Area: 1,440SF

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: 80gal



Garrett R. Winters R.S.

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.

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.

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"-6" 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 have 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.

LANDSCAPING

The native vegetation in the distribution area should consist of low-level shrubs, plains grass, bluestem, or Bermuda. The entire area of the drip disposal must be covered with a ground cover such as grass seed or sod prior to the final inspection. The placement of the drip tubing will be on soil that has been scarified. The location of an individual sewage system shall not be in a poorly drained or filled area, or in any area where seasonal flooding/seeping occurs, without prior written approval. Stormwater runoff should not be allowed to flow over the drip field or tanks. Berms, swales and/or rain gutters should be installed by the owner/contractor to minimize erosion and field saturation. If the slope in the drain field area is greater than 30% or is complex, the area is unsuitable for the disposal method, suitable fill shall be brought into the field area to meet this requirement. *The drip field shall then either be seeded and covered with Curlex or sodded.*

As the septic designer for this project, responsibility is limited to the design and layout of the septic system based on the conditions at the time of design. There can be no liability for any drainage issues or system performance problems arising from construction activities or modifications made by contractors or other parties after the design has been finalized. It is essential for all parties to consult with qualified professionals before making changes that could impact on the system.



Garrett R. Winters R.S.

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.

Maintenance & Operations

Water Conservation: Proper water management is essential to prevent septic system failure. To promote water efficiency, the use of low-flow toilets (1.6 gallons per flush or less) and water-saving showerheads and faucets is mandatory. Additionally, any leaking fixtures should be promptly repaired or replaced to ensure optimal system performance.

Garbage Disposal: The use of a garbage disposal is discouraged, as it increases the presence of fats, grease, and floating solids within the septic tank, which can clog the system's lines and disrupt normal operation.

Septic Tank Maintenance: Septic tanks require regular pumping to function effectively. It is recommended that tanks be pumped annually by a licensed pumping service. In the event of an alarm condition, discontinue use of the system until the pumping chamber is serviced, and a qualified maintenance provider or licensed installer addresses the necessary repairs.

Appropriate Waste Disposal: The system is designed exclusively for treating and disposing of domestic wastewater. The disposal of products such as commercial enzymes, yeast, or water softener backflush through the system is prohibited, as they may interfere with the treatment and disposal processes.

Vegetation and Drain Field Maintenance: The presence of vegetation on the drain field is crucial for system functionality. Erosion control measures should be applied immediately to disturbed or imported soils upon system completion to minimize erosion. Ground cover must be maintained, as it supports plant transpiration and stabilizes the soil. If vegetation dies, it should be promptly replaced to maintain system efficiency. Any settling of the soil that causes ponding or surface water channeling should be addressed by replacing the material with quality sandy loam, which should be compacted and revegetated. Proper drainage and maintenance of vegetation prevent the formation of furrows and ensure the long-term viability of the drain field. Berms, swales, and retaining walls originally designed for the system must be preserved. The final landscaping must not interfere with the protection of the disposal fields or septic tanks. It is important to note that clay-backed sod is not recommended for this type of drain field. Furthermore, no structures (such as sidewalks, patios, or decks) should be placed over the disposal fields, and no traffic should be allowed over any components of the septic system.

Surface Water Management: To prevent infiltration of surface water into the treatment tanks, proper drainage must be maintained. If tanks are located downhill, berms or tank lid risers should be used to direct surface water away. Standing water over the tanks should be avoided, as it can cause tanks to fill excessively, leading to potential flooding of the drain field and additional strain on the system's pump, which may accelerate system failure. Gutters may be required to divert water from the disposal area.

Surface Water Management: To prevent infiltration of surface water into the treatment tanks, proper drainage must be maintained. If tanks are located downhill, berms or tank lid risers should be used to direct surface water away. Standing water over the tanks should be avoided, as it can cause tanks to fill excessively, leading to potential flooding of the drain field and additional strain on the system's pump, which may accelerate system failure. Gutters may be required to divert water from the disposal area.



Garrett R. Winters R.S.

System Flushing and Maintenance: Regular flushing under full system pressure is vital for the proper operation and longevity of the system. Over time, biomat can accumulate in dripper lines and emitters, leading to clogs. Frequent flushing helps to dislodge the biomat and reduce debris buildup. Dripper lines and filters should be cleaned on a routine basis. If the lines become sluggish or filters frequently clog, it may be necessary to install a larger filter or an automatic backwashing system. It is important to monitor the pressure within the dripper lines and ensure the pressure regulator valve is properly adjusted. If a flow meter is installed, check the flow rates regularly. Any adjustments or maintenance should be performed in consultation with your maintenance provider. Routine inspections are required and will be conducted by your installer or maintenance provider for the first two years. After the two-year maintenance period, it will be the homeowner's responsibility to engage a maintenance provider for continued scheduled upkeep of the system.

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.

Proposed System

A 3- or 4-inch SCH-40 pipe discharges from the residence into an Aquaklear AKA600CA aerobic treatment plant (600 gpd), which includes a 500-gallon pretreatment tank and an 800-gallon pump chamber. A threaded union will be installed in the pump tank on the supply manifold, and a pressure regulator will be set to maintain a pressure of 30 psi. The pump chamber houses a 0.5 HP Franklin C1-Series-20XC1-05P4-2W115 submersible well pump (or equivalent). Distribution is facilitated through a self-flushing 100-micron Arkal Disk filter and then through a 1-inch SCH-40 manifold to a minimum of 1,440 square feet of drip tubing field. This field will use Netifim Bioline drip lines, spaced approximately two feet apart, with 0.61 gph emitters set every two feet, as per the attached schematic. A 1-inch SCH-40 return line is installed to periodically flush the system. Solids collected in the disk filter will be flushed back to the pretreatment tank during each cycle. Vacuum breakers installed at the highest point on each manifold will prevent siphoning of effluent from higher to lower areas of the field. The field area will be scarified and built up with **6 inches** of imported Type II or Type III soil (not sand) and capped with **6 inches**. ***The drip field will then be seeded and covered with Curlex or sodded.***



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.

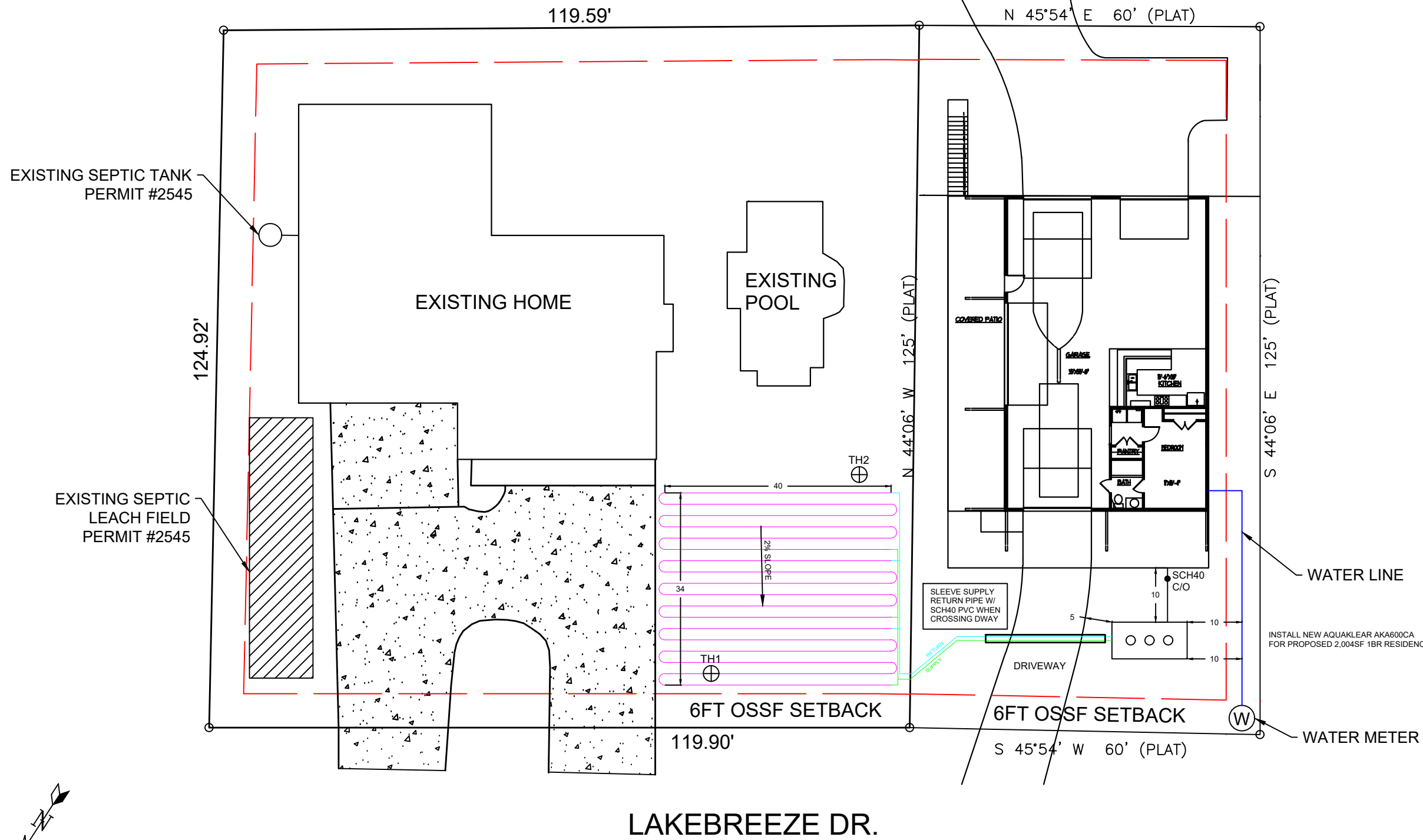
FLOOD PLAIN: AFTER CAREFUL EXAMINATION AND STUDY OF AVAILABLE DATA (INCLUDING FEMA PANEL ZONE X (AREA OF MINIMAL FLOOD HAZARD) I HAVE DETERMINED, TO THE BEST OF MY ABILITY, THAT NEITHER THE HOUSE NOR THE SEPTIC IS LOCATED WITHIN THE 100 YEAR FLOOD PLAIN.

NOTE: DRIP FIELD AREA TO BE SCARIFIED BEFORE PLACEMENT OF DRIP TUBING

STAGECOIACH DR.

OSSF INFORMATION

- STRUCTURE: 2,004SF SINGLE FAMILY RESIDENCE
- BEDROOMS: 1
- DAILY WASTEFLOW: 240GPD
- TANK MANUFACTURER: AQUAKLEAR AKA600CA
- MINIMUM DRIP FIELD COVERAGE: 1,200SF
- ACTUAL COVERAGE AREA: 1,440SF



NOTES

- ALL POTABLE WATER LINES SHALL BE A MINIMUM OF 10 FEET FROM ANY PART OF THE OSSF
- TANK SEWER PIPE MUST HAVE AT MINIMUM .25" FALL PER 1'
- USE 3" OR 4" SCH40 PIPE TO CONNECT STRUCTURE TO TANK
- VACUUM BREAKERS ARE TO BE PLACED AT THE HIGHEST POINT ON THE SUPPLY AND RETURN LINES
- NO VEHICLE TRAFFIC IS TO BE ON ANY PART OF THE DISPOSAL AREA
- SYSTEM SHALL INCLUDE AUDIO AND VISUAL ALARMS TO INDICATE HIGH WATER AND AIR
- ALL PIPES SHALL BE SCHEDULE 40 PVC OR APPROVED EQUAL, UNLESS NOTED OTHERWISE. ALL JOINTS SHALL BE CLEANED WITH THE APPROPRIATE SOLVENT AND GLUED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATION
- ONLY GOOD QUALITY SANDY LOAM SHALL BE APPLIED OVER THE DISPOSAL FIELDS. CLASS IV CLAY IS UNACCEPTABLE AND WILL CAUSE SYSTEM FAILURE. SANDY LOAM SHALL BE DEFINED AS SHOWN IN TABLE VI (USDA SOIL TEXTURAL CLASSIFICATIONS) OF THE RULES AND REGULATIONS OF THE TCEQ. THE INSTALLER IS RESPONSIBLE FOR VERIFYING THE QUALITY OF EACH LOAD OF LOAM PLACED ON THE SYSTEM.
- STORM WATER (RAINFALL RUNOFF) SHOULD NOT BE ALLOWED TO FLOW OVER THE DISPOSAL FIELDS OR THE TANKS. DIVERSION BERMS, SWALES AND/OR RAIN GUTTERS SHOULD BE INSTALLED AS NECESSARY TO PREVENT SUCH RUNOFF.
- THIS DISPOSAL SYSTEM HAS BEEN DESIGNED TO OPERATE PROPERLY AT SPECIFICATIONS NOTED IN THESE PLANS. ALTERATIONS TO THE SYSTEM BY THE OWNER, INCLUDING BUT NOT LIMITED TO LANDSCAPING, DRAINAGE, BUILDING AND/OR WATER USAGE, MAY CAUSE PREMATURE FAILURE AND SHALL BE THE SOLE RESPONSIBILITY OF THE OWNER
- THIS SITE PLAN IS EXPRESSLY INTENDED FOR ON-SITE SEWAGE FACILITY (OSSF) USE ONLY AND SHOULD NOT BE UTILIZED OR CONSTRUCTED FOR SURVEYING PURPOSES. ITS PURPOSE IS TO ACCURATELY REPRESENT THE LAYOUT AND DESIGN OF THE SEWAGE SYSTEM WITHIN THE SPECIFIED PROPERTY BOUNDARIES FOR REGULATORY AND OPERATIONAL COMPLIANCE.

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

ADDRESS: 963 Lakebreeze Dr.
Canyon Lake, TX 78133
SUBDIVISION: CANYON LAKE HILLS 5
LOT: 2210-2212

DATE	DESCRIPTION	REV#



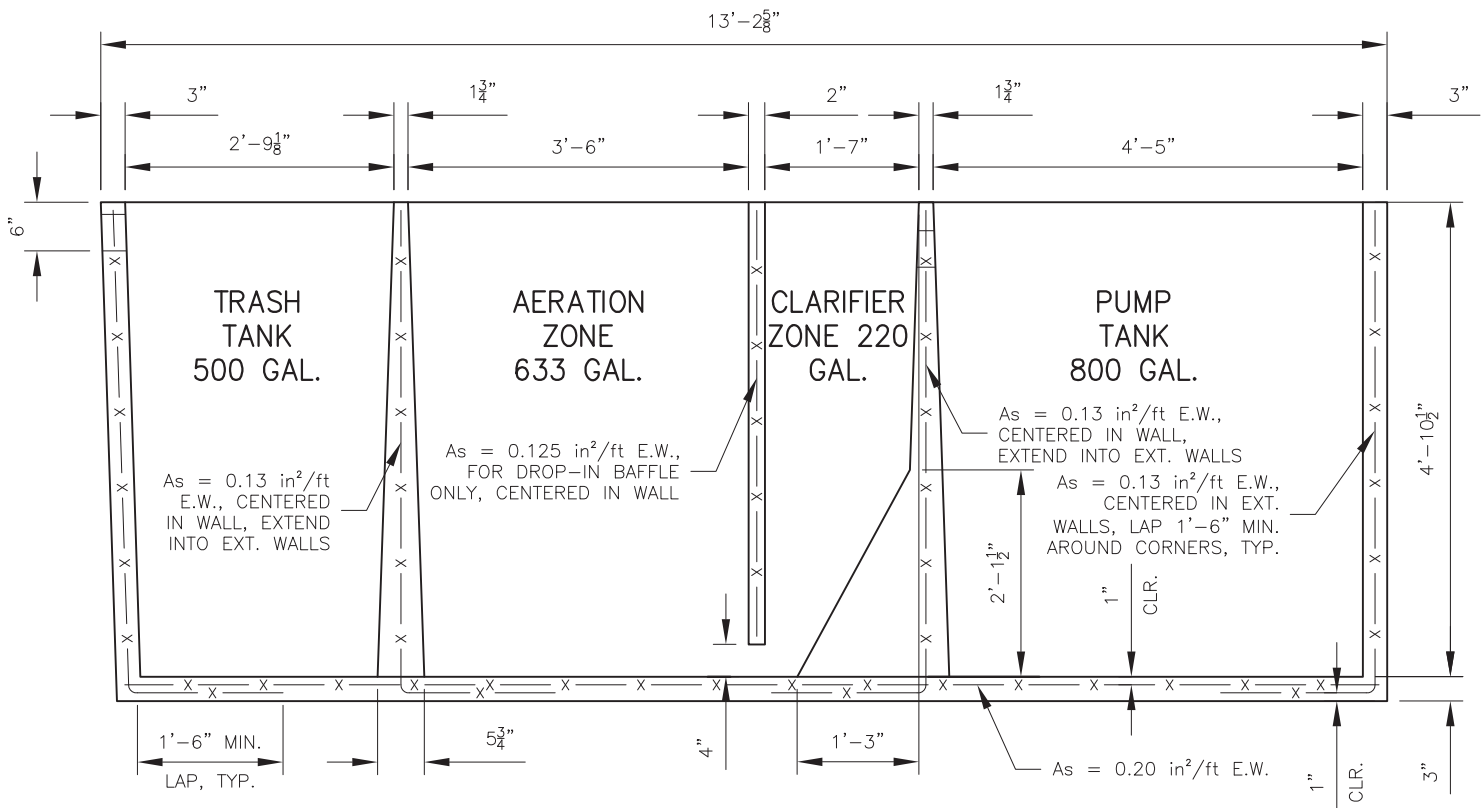
SCALE: 1" = 20'

DATE: 2/21/2025



Garrett R. Winters

OWNER: BONAR TERI



REINFORCING SECTION

PUMP FLOAT SETTINGS FOR: 240GPD

Volume	800.0	gallons		
Water Depth	52.5	inches		
Volume / Vertical Inch	15.24	gal/in		
Min. Reserve Volume	1/3	of Q	80	gal/day
Pump OFF	10	inches =	152.4	gallons
Pump ON	13	inches =	45.7	gallons
High Water ALARM	32	inches =	289.5	gallons
RESERVE	52.5	inches =	312.4	gallons



Garrett R. Winters R.S.

REV. NO.	DATE	REVISION

PREPARED FOR:
 DAVID WINTERS SEPTIC
 P.O. BOX 195
 SPRING BRANCH, TX 78070

PREPARED BY:
DELTA
 SPECIALTY PRECAST CONCRETE ENGINEERS
 860 HOOPER ROAD, ENDWELL, NY 13760-1564
 PHONE(607)231-6600 FAX(607)231-6650

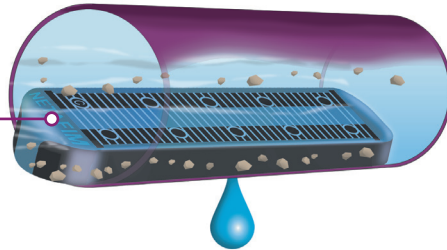
DATE: 09/20/2021 SHEET TITLE: REINFORCING SECTION DRWN BY: CCFH
 SCALE: N.T.S. CKD BY:
 PROJECT: AQUAKLEAR WASTEWATER TREATMENT SYSTEM MODEL AKA600CA
 CONTRACTOR: DELTA PROJ. NO.: 2021.750.001 DWG. I.D. RS-02 SHT. NO. 2 OF 2

BIOLINE® DRIPLINE

THE WORLD'S MOST ADVANCED CONTINUOUS
SELF-CLEANING, PRESSURE COMPENSATING DRIPLINE
SPECIFICALLY DESIGNED FOR WASTEWATER

CROSS SECTION OF BIOLINE DRIPLINE

Bioline dripper inlets are positioned in the center of flow where water is the cleanest



PRODUCT ADVANTAGES

- Pressure compensation - all drippers deliver equal flow, even on sloped or rolling terrain.
- Unique flow path - Turbonet technology provides more control of water and a high resistance to clogging.
- Continuous self-flushing dripper design - flushes debris, as it is detected - throughout operation, not just at the beginning or end of a cycle. Ensures uninterrupted dripper operation.
- Single hole dripper outlet from tubing:
 - Better protection against root intrusion
 - Allows the dripline to be used in subsurface applications without need for chemical protection
- Drippers capture water flow from the center of the tubing - ensures that only the cleanest flow enters the dripper.
- Built-in physical root barrier - drippers are protected from root intrusion without the need for chemical protection. Water exits dripper in one location while exiting the tubing in another.
- Three dripper flow rates - provides the broadest range of flow rates available. Allows the designer to match the dripline to any soil or slope condition.
- Bioline tubing is completely wrapped in purple - easily identifying it for non-potable use, regardless of how the tubing is installed.
- Anti-bacterial-impregnated drippers - prevents buildup of microbial slime.
- Can be used subsurface - Bioline can be installed on-surface, under cover or subsurface.
- No special storage requirements - does not degrade if stored outdoors.
- Techfilter compatible - an optional level of protection, provides a limited lifetime warranty against root intrusion.

APPLICATIONS

- Typically installed following a treatment process
- Can be used with domestic septic tank effluent with proper design, filtration and operation
- Reuse applications including municipally treated effluent designated for irrigation and other disinfected and non-disinfected water sources.

SPECIFICATIONS

- Dripper flow rates: 0.4, 0.6 or 0.9 GPH
- Dripper spacings: 12", 18" or 24" dripper spacings and blank tubing
- Pressure compensation range: 7 to 58 psi (stainless steel clamps recommended above 50 psi)
- Maximum recommended system pressure: 50 psi
- Tubing diameter: 0.66" OD, 0.57" ID
- Tubing color: Purple color indicates non-potable
- Coil lengths: 500' or 1,000' (Blank tubing in 250')
- Recommended filtration: 120 mesh
- Bending radius: 7"
- UV resistant
- Tubing material: Linear low-density polyethylene

Additional spacing and pipe sizes available by special order. Please contact Netafim USA Customer Service for details.

BIOLINE DRIPLINE

MAXIMUM LENGTH OF A SINGLE LATERAL WITH 3.0 fps FLUSH VELOCITY

ADDITIONAL FLOW OF 2.3 GPM REQUIRED PER LATERAL TO ACHIEVE 3 fps

DRIPPER SPACING		12"			18"			24"		
DRIPPER FLOW RATE (GPH)		0.4 GPH	0.6 GPH	0.9 GPH	0.4 GPH	0.6 GPH	0.9 GPH	0.4 GPH	0.6 GPH	0.9 GPH
INLET PRESSURE	15	102	94	84	136	127	113	161	151	137
	25	151	136	118	203	184	161	245	223	197
	35	193	171	146	260	232	200	315	283	245
	40	211	186	158	286	254	218	347	311	267
	45	228	200	169	310	274	233	377	335	287
Flow per 100' (GPM / GPH)		0.67/40	1.02/61	1.53/92	0.44/26.67	0.68/41	1.02/61	0.34/20	0.51/31	0.77/46

Lateral lengths are based on flows allowing for a 3 fps flushing/scouring velocity

MAXIMUM LENGTH OF A SINGLE LATERAL WITH 2.5 fps FLUSH VELOCITY

ADDITIONAL FLOW OF 2.0 GPM REQUIRED PER LATERAL TO ACHIEVE 2.5 fps

DRIPPER SPACING		12"			18"			24"		
DRIPPER FLOW RATE (GPH)		0.4 GPH	0.6 GPH	0.9 GPH	0.4 GPH	0.6 GPH	0.9 GPH	0.4 GPH	0.6 GPH	0.9 GPH
INLET PRESSURE	15	128	115	100	172	155	136	205	187	165
	25	183	161	137	248	220	188	301	268	231
	35	228	198	166	310	272	229	379	333	283
	40	248	214	178	338	295	247	413	362	305
	45	266	229	190	364	316	263	447	389	327
Flow per 100' (GPM / GPH)		0.67/40	1.02/61	1.53/92	0.44/26.67	0.68/41	1.02/61	0.34/20	0.51/31	0.77/46

Lateral lengths are based on flows allowing for a 2.5 fps flushing/scouring velocity

MAXIMUM LENGTH OF A SINGLE LATERAL WITH 2.0 fps FLUSH VELOCITY

ADDITIONAL FLOW OF 1.6 GPM REQUIRED PER LATERAL TO ACHIEVE 2.0 fps

DRIPPER SPACING		12"			18"			24"		
DRIPPER FLOW RATE (GPH)		0.4 GPH	0.6 GPH	0.9 GPH	0.4 GPH	0.6 GPH	0.9 GPH	0.4 GPH	0.6 GPH	0.9 GPH
INLET PRESSURE	15	161	141	119	217	191	164	263	233	201
	25	221	190	157	302	261	218	369	321	270
	35	269	229	187	370	316	260	455	391	324
	40	290	246	200	399	340	278	493	421	347
	45	310	261	212	427	362	296	527	449	369
Flow per 100' (GPM / GPH)		0.67/40	1.02/61	1.53/92	0.44/26.67	0.68/41	1.02/61	0.34/20	0.51/31	0.77/46

Lateral lengths are based on flows allowing for a 2 fps flushing/scouring velocity

MAXIMUM LENGTH OF A SINGLE LATERAL WITH 1.5 fps FLUSH VELOCITY

ADDITIONAL FLOW OF 1.2 GPM REQUIRED PER LATERAL TO ACHIEVE 1.5 fps

DRIPPER SPACING		12"			18"			24"		
DRIPPER FLOW RATE (GPH)		0.4 GPH	0.6 GPH	0.9 GPH	0.4 GPH	0.6 GPH	0.9 GPH	0.4 GPH	0.6 GPH	0.9 GPH
INLET PRESSURE	15	201	171	140	275	235	194	337	289	241
	25	266	222	179	366	308	251	453	383	313
	35	316	262	210	437	365	295	543	455	369
	40	337	280	223	469	391	313	583	487	393
	45	358	296	235	497	413	331	619	517	415
Flow per 100' (GPM / GPH)		0.67/40	1.02/61	1.53/92	0.44/26.67	0.68/41	1.02/61	0.34/20	0.51/31	0.77/46

Lateral lengths are based on flows allowing for a 1.5 fps flushing/scouring velocity

MAXIMUM LENGTH OF A SINGLE LATERAL WITH 1.0 fps FLUSH VELOCITY

ADDITIONAL FLOW OF 0.8 GPM REQUIRED PER LATERAL TO ACHIEVE 1.0 fps

DRIPPER SPACING		12"			18"			24"		
DRIPPER FLOW RATE (GPH)		0.4 GPH	0.6 GPH	0.9 GPH	0.4 GPH	0.6 GPH	0.9 GPH	0.4 GPH	0.6 GPH	0.9 GPH
INLET PRESSURE	15	248	205	163	344	285	228	427	355	285
	25	315	258	203	440	361	286	549	453	359
	35	367	299	234	513	419	331	643	527	417
	40	389	316	248	545	445	350	683	559	441
	45	409	332	260	574	468	367	721	589	463
Flow per 100' (GPM / GPH)		0.67/40	1.02/61	1.53/92	0.44/26.67	0.68/41	1.02/61	0.34/20	0.51/31	0.77/46

Lateral lengths are based on flows allowing for a 1 fps flushing/scouring velocity

MAXIMUM LENGTH OF A SINGLE LATERAL WITH 0.5 fps FLUSH VELOCITY

ADDITIONAL FLOW OF 0.4 GPM REQUIRED PER LATERAL TO ACHIEVE 0.5 fps

DRIPPER SPACING		12"			18"			24"		
DRIPPER FLOW RATE (GPH)		0.4 GPH	0.6 GPH	0.9 GPH	0.4 GPH	0.6 GPH	0.9 GPH	0.4 GPH	0.6 GPH	0.9 GPH
INLET PRESSURE	15	301	242	188	422	341	265	531	429	335
	25	369	296	228	520	418	323	655	527	409
	35	421	337	260	595	476	368	749	603	467
	40	443	354	273	626	501	387	790	635	491
	45	464	371	285	656	524	404	829	665	513
Flow per 100' (GPM / GPH)		0.67/40	1.02/61	1.53/92	0.44/26.67	0.68/41	1.02/61	0.34/20	0.51/31	0.77/46

Lateral lengths are based on flows allowing for a 0.5 fps flushing/scouring velocity

Netafim recommends flushing velocities capable of breaking free any accumulated bioslimes and debris in the piping network.

- Notes:
1. Refer to local regulations for information on flushing velocities that may be written into codes.
 2. Netafim does not endorse a specific flushing velocity.
 3. Flushing velocities should be determined based on regulations, quality of effluent, and type of flushing control.
 4. Using a flushing velocity less than 1 fps does not provide turbulent flow as defined by Reynolds Number.
 5. Higher flushing velocities provide more aggressive flushing.

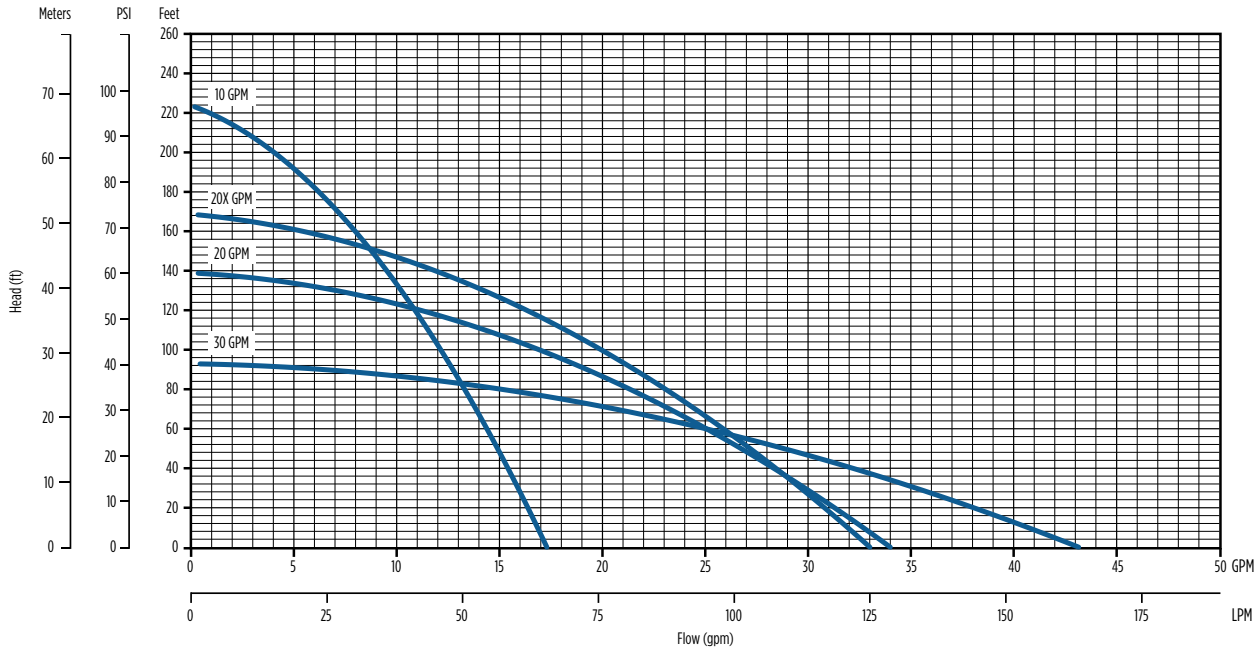
C1 SERIES

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

Arkal 1½” Super Filter

Catalog No. 1152 0 _ _ _

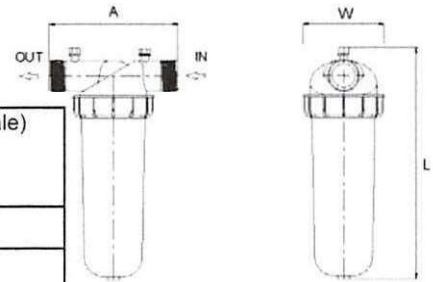
Features

- A “T” shaped filter with two 1½” male threads.
- A “T” volume filter for in-line installation on 1½” pipelines.
- The filter prevents clogging due to its enlarged filtering area that collects sediments and particles.
- Manufactured entirely from fiber reinforced plastic.
- A cylindrical column of grooved discs constitutes the filter element.
- A sealing spring keeps the discs compressed.
- Screw-on filter cover.
- Filter discs are available in various filtration grades.



Technical Data

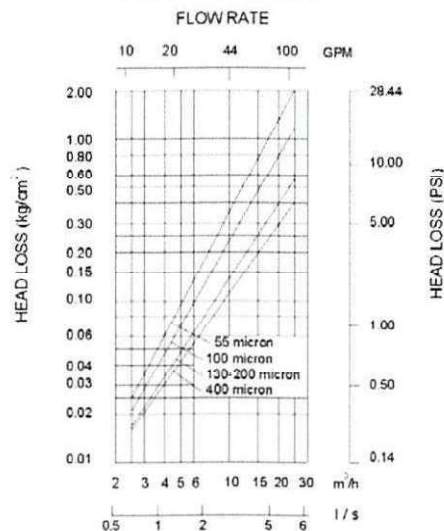
Inlet/outlet diameter	1½” BSPT (male)	1½” NPT (male)
	40 mm – nominal diameter	
	48.2 mm – pipe diameter (O. D.)	
Maximum pressure	10 atm	145 psi
Maximum flow rate	12 m ³ /h (2.22 l/sec)	52.8 gpm
General filtration area	500 cm ²	77.5 in ²
Filtration volume	600 cm ³	37 in ³
Filter length L	350 mm	13 25/32”
Filter width W	130 mm	5 3/32”
Distance between end connections A	200 mm	7 7/8”
Weight	1.51 kg	3.32 lbs.
Maximum temperature	70° C	158° F
pH	5-11	5-11



Filtration Grades

- Blue (400 micron / 40 mesh)
- Yellow (200 micron / 80 mesh)
- Red (130 micron / 120 mesh)
- Black (100 micron / 140 mesh)
- Green (55 micron)

Head Loss Chart

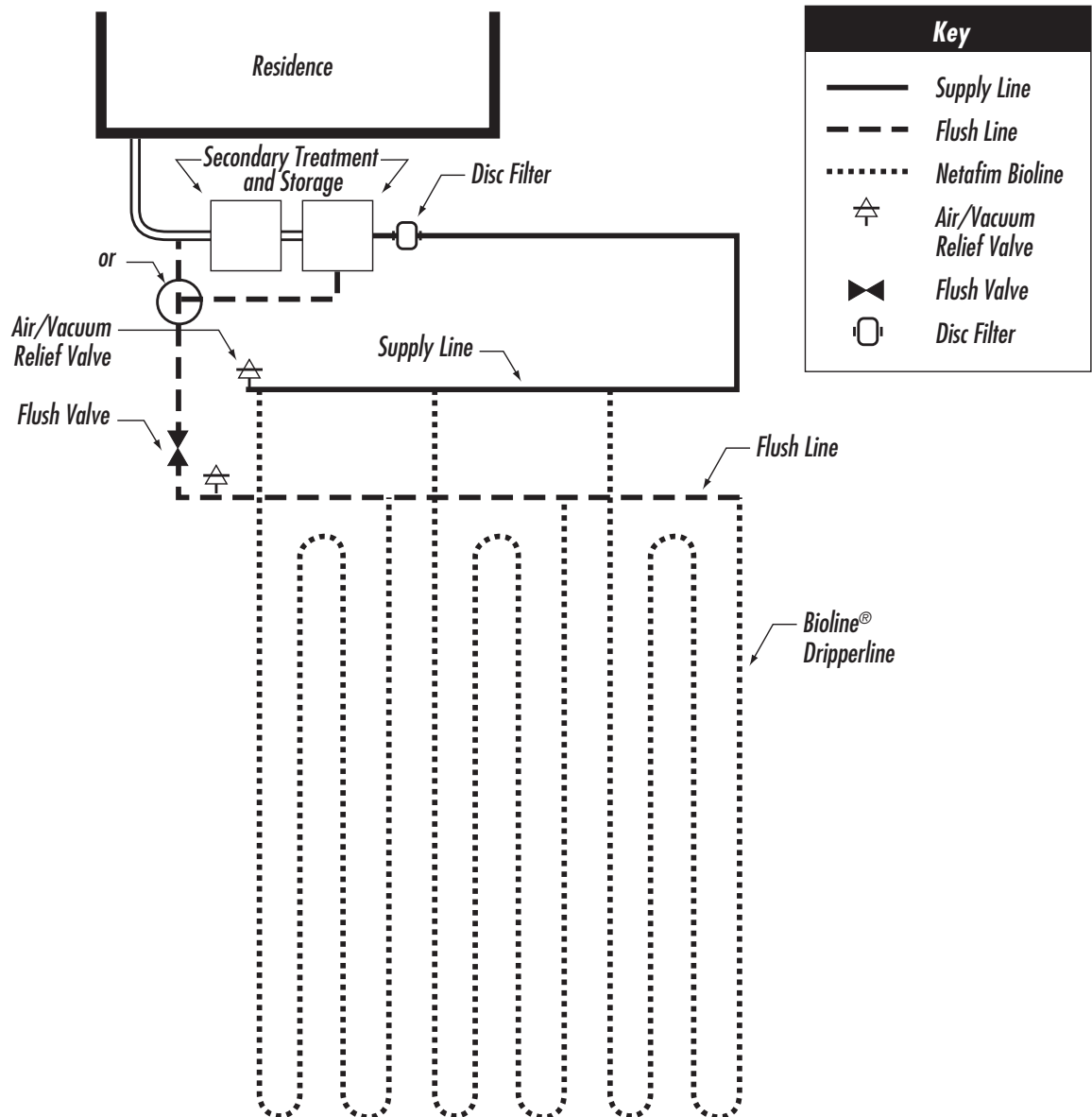


WASTEWATER REUSE AND DRIP DISPERSAL GUIDE

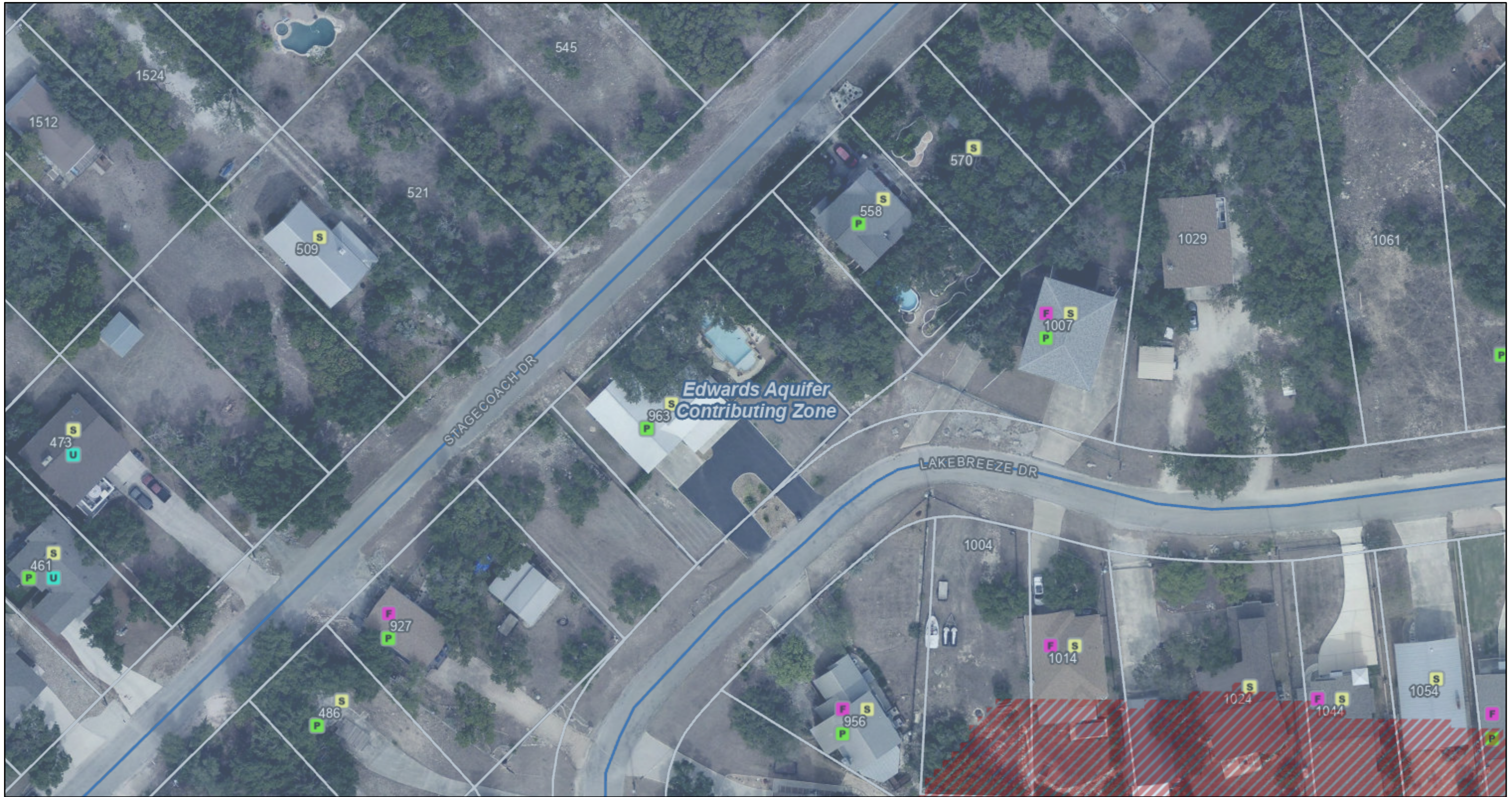
SINGLE TRENCH LAYOUT

Rectangular field with supply and flush manifolds on the same side and in the same trench:

- Locate the supply and flush manifolds in the same trench
- Dripperlines are looped at the halfway point of their run and returned to flush manifold
- Bioline® laterals should never exceed recommended lengths



ArcGIS Web Map

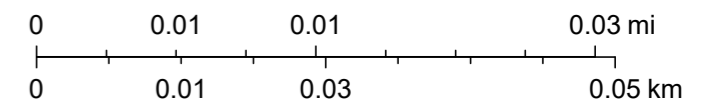


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- FEMA Floodplain 100 Yr
- TCEQ Contributing Zone
- Addresses
- Streets
- Parcels
- Scaled County Boundary

- Permits**
- Septic
- Piprow/Driveway
- Floodplain
- Utility
- County Maintained Roads



21
TM



201206040927 11/19/2012 03:27:20 PM 1/21

AFTER RECORDING RETURN TO:
Gardner Financial Services, Ltd.
1635 NE Loop 410, Suite 700
San Antonio, TEXAS 78209

This instrument was prepared by:
Robins & Gardner, P L L C
1635 NE Loop 410, Suite 801
San Antonio, TEXAS 78209
210-821-6060

↓
**RECORD
FATCO-SA**

Loan Number: 12027467

[Space Above This Line For Recording Data]

1751119

DEED OF TRUST

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

VA Case Number: 62-62-6-1173099

MIN: 10042690000079314
SIS Telephone #: (888) 679-MERS

NOTICE: THIS LOAN IS NOT ASSUMABLE WITHOUT THE APPROVAL OF THE DEPARTMENT OF VETERANS AFFAIRS OR ITS AUTHORIZED AGENT.

DEFINITIONS

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

- (A) "Security Instrument" means this document, which is dated November 9, 2012, together with all Riders to this document.
- (B) "Borrower" is TERI BONAR, SINGLE WOMAN. Borrower is the grantor under this Security Instrument.

TB

(C) "Lender" is Gardner Financial Services, Ltd.. Lender is a Texas limited partnership, organized and existing under the laws of Texas.

Lender's address is 1635 NE Loop 410, Suite 700, San Antonio, TEXAS 78209. Lender includes any holder of the Note who is entitled to receive payments under the Note.

(D) "Trustee" is Daniel P. Diepenhorst

Trustee's address is 1635 NE Loop 410, Suite 700, San Antonio, TEXAS 78209, Bexar County.

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated November 9, 2012. The Note states that Borrower owes Lender ONE HUNDRED FORTY THOUSAND FOUR HUNDRED EIGHTY-EIGHT AND NO/100 Dollars (U.S. \$140,488.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than December 1, 2042.

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

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

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

- | | | |
|--|--|--|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input checked="" type="checkbox"/> Planned Unit Development Rider | <input checked="" type="checkbox"/> VA Rider |
| <input type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Biweekly Payment Rider | |
| <input checked="" type="checkbox"/> Other [Specify] Renewal & Extension Rider | | |

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

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

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

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

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

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

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

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

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

TRANSFER OF RIGHTS IN THE PROPERTY

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

Lots 2211 and 2212 Canyon Lake Hills, Unit No.5

which currently has the address of: **963 Lake Breeze Dr.
Canyon Lake, TEXAS 78133**

("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

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

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

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

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

check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

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

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

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

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

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

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

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate

information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

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

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

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

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

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

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

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's

payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

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

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it

might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

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

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

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

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

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

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

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

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other

party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

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

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

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

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

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

If Lender invokes the power of sale, Lender or Trustee shall give notice of the time, place and terms of sale by posting and filing the notice at least 21 days prior to sale as provided by Applicable Law. Lender shall mail a copy of the notice to Borrower in the manner prescribed by Applicable Law. Sale shall be made at public vendue. The sale must begin at the time stated in the notice of sale or not later than three hours after that time and between the hours of 10 a.m. and 4 p.m. on the first Tuesday of the month.

Borrower authorizes Trustee to sell the Property to the highest bidder for cash in one or more parcels and in any order Trustee determines. Lender or its designee may purchase the Property at any sale.

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

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

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

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

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

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

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

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

Purchase Money.

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

Owelty of Partition.

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

Renewal and Extension of Liens Against Homestead Property.

The Note is in renewal and extension, but not in extinguishment, of the indebtedness described on the attached Renewal and Extension Exhibit which is incorporated by reference. Lender is expressly subrogated to all rights, liens and remedies securing the original

holder of a note evidencing Borrower's indebtedness and the original liens securing the indebtedness are renewed and extended to the date of maturity of the Note in renewal and extension of the indebtedness.

Acknowledgment of Cash Advanced Against Non-Homestead Property.

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

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

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

-Witness

Teri Bonar

(Seal)
Teri Bonar -Borrower

-Witness

(Seal)
-Borrower

Loan Number: 12027467
MIN: 10042690000079314
Case No.: 62-62-6-1173099

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this **9th day of November, 2012**, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the Borrower") to secure Borrower's Note to **Gardner Financial Services, Ltd., a Texas limited partnership** (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

**963 Lake Breeze Dr.
Canyon Lake, TEXAS 78133
(Property Address)**

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

Covenants, Conditions and Restrictions of Record

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

**CANYON LAKE HILLS
(Name of Planned Unit Development)**

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

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

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or

other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

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

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

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

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

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

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

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

Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

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

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

Teri Bonar (Seal) _____ (Seal)
Teri Bonar -Borrower -Borrower

Date: November 9, 2012
Property Address: 963 Lake Breeze Dr.
Canyon Lake, TEXAS 78133

RENEWAL AND EXTENSION RIDER TO DEED OF TRUST

The Note hereby secured is given in renewal and extension of the sum(s) left owing and unpaid on that prior indebtedness which has been paid by the loan proceeds from and thereby merged into the Note hereby secured, such prior indebtedness and the liens securing repayment being described as in the following document(s):

Deed of Trust

Dated: June 19, 2009

Original Principal Amount of Note: \$144,286.00

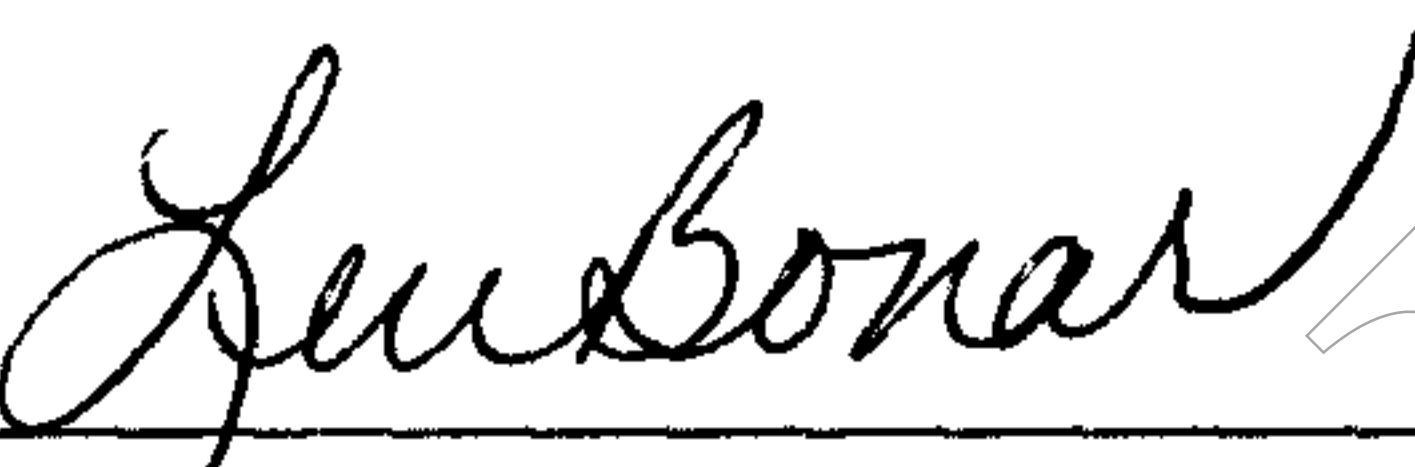
Grantors: Teri Jo Bonar and spouse, Robert L. Bonar

Lender/Secured Party: Mortgage Electronic Registration Systems Inc., as nominee for Mortgage Services III, LLC

Trustee: Robert W. Buchholz

Recorded at: Volume n/a, Page n/a, and/or Clerk's File No. 200906022047, Document No. n/a of the Real Property Records of Comal County, Texas

Said lien(s) being against the herein described property. Said indebtedness and lien(s) have this day been transferred and assigned to **Gardner Financial Services, Ltd.**. Said indebtedness and lien(s) are hereby renewed, extended and carried forward in full force and effect to secure payment of the Note hereby secured, and **Gardner Financial Services, Ltd.** if not the original owner and holder of said indebtedness, is hereby duly subrogated to all the rights, powers and equities of the original owner(s) and holder(s) of the above described indebtedness. The amount of said renewed and extended lien(s) shall include without limitation all outstanding indebtedness and reasonable closing costs paid from Note proceeds. In the event that any portion of the lien is found to be invalid against homestead property, all payments made under the Note shall be first applied to that portion of the lien which is found to be invalid against the homestead.



Teri Bonar (Seal)
-Borrower

(Seal)
-Borrower

Loan Number: 12027467
VA Number: 62-62-6-1173099

VA GUARANTEED LOAN AND ASSUMPTION POLICY RIDER

NOTICE: THIS LOAN IS NOT ASSUMABLE WITHOUT THE APPROVAL OF THE DEPARTMENT OF VETERANS AFFAIRS OR ITS AUTHORIZED AGENT.

THIS V.A. GUARANTEED LOAN AND ASSUMPTION POLICY RIDER is made this **9th day of November, 2012**, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Deed to Secure Debt (herein "Security Instrument") dated of even date herewith, given by the undersigned (herein "Borrower") to secure Borrower's Note to

Gardner Financial Services, Ltd., a Texas limited partnership

(herein "Lender")

and covering the Property described in the Security Instrument and located at

**963 Lake Breeze Dr.
Canyon Lake, TEXAS 78133
(Property Address)**

V.A. GUARANTEED LOAN COVENANT: In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of Borrower and Lender. Any provisions of the Security Instrument or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations, including, but not limited to, the provision for payment of any sum in connection with prepayment of the secured indebtedness and the provision that the Lender may accelerate payment of the secured indebtedness pursuant to Covenant 18 of the Security Instrument, are hereby amended or negated to the extent necessary to conform such instruments to said Title or Regulations.

LATE CHARGE: At Lender's option, Borrower will pay a "late charge" not exceeding FOUR per centum (4.000%) of the overdue payment of principal and interest when paid more than FIFTEEN (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured hereby.

VA Guaranteed Loan & Assumption Policy Rider

Page 1 of 3

IDS, Inc.

Borrower(s) Initials

TB

GUARANTY: Should the Department of Veterans Affairs fail or refuse to issue its guaranty in full amount within 60 days from the date that this loan would normally become eligible for such guaranty committed upon by the Department of Veterans Affairs under the provisions of Title 38 of the U.S. Code "Veterans Benefits," the Mortgagee may declare the indebtedness hereby secured at once due and payable and may foreclose immediately or may exercise any other rights hereunder or take any other proper action as by law provided.

TRANSFER OF THE PROPERTY: This loan may be declared immediately due and payable upon transfer of the property securing such loan to any transferee, unless the acceptability of the assumption of the loan is established pursuant to Section 3714 of Chapter 37, Title 38, United States Code.

An authorized transfer ("assumption") of the property shall also be subject to additional covenants and agreements as set forth below:

(a) **ASSUMPTION FUNDING FEE:** A fee equal to one-half of 1 percent (.50%) of the unpaid principal balance of this loan as of the date of transfer of the property shall be payable at the time of transfer to the loan holder or its authorized agent, as trustee for the Department of Veterans Affairs. If the assumer fails to pay this fee at the time of transfer, the fee shall constitute an additional debt to that already secured by this instrument, shall bear interest at the rate herein provided, and, at the option of the payee of the indebtedness hereby secured or any transferee thereof, shall be immediately due and payable. This fee is automatically waived if the assumer is exempt under the provisions of 38 U.S.C. 3729 (c).

(b) **ASSUMPTION PROCESSING CHARGE:** Upon application for approval to allow assumption of this loan, a processing fee may be charged by the loan holder or its authorized agent for determining the creditworthiness of the assumer and subsequently revising the holder's ownership records when an approved transfer is completed. The amount of this charge shall not exceed the maximum established by the Department of Veterans Affairs for a loan to which Section 3714 of Chapter 37, Title 38, United States Code applies.

(c) **ASSUMPTION INDEMNITY LIABILITY:** If this obligation is assumed, then the assumer hereby agrees to assume all of the obligations of the veteran under the terms of the instruments creating and securing the loan. The assumer further agrees to indemnify the Department of Veterans Affairs to the extent of any claim payment arising from the guaranty or insurance of the indebtedness created by this instrument.

IN WITNESS WHEREOF, Borrower(s) has executed this VAGuaranteed Loan And Assumption Policy Rider.

Teri Bonar (Seal)
Teri Bonar -Borrower

____ (Seal)
-Borrower

Filed and Recorded
Official Public Records
Joy Streater, County Clerk
Comal County, Texas
11/19/2012 03:27:20 PM
TAMMY 21 Page(s)
201206040927



Joy Streater

RECEIVED

By Kathy Griffin at 3:00 pm, Mar 06, 2025



COMAL COUNTY

ENGINEER'S OFFICE

OSSF DEVELOPMENT APPLICATION CHECKLIST

Staff will complete shaded items

--	--

Date Received

Initials

118453

Permit Number

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.

Leu Bonar

Signature of Applicant

3/3/25

Date

___ COMPLETE APPLICATION Check No. _____ Receipt No. _____

INCOMPLETE APPLICATION (Missing Items Circled, Application Refeused)
