

Comal County Environmental Health

OSSF Inspection Sheet

Installer Name: _____

OSSF Installer #: _____

1st Inspection Date: _____

2nd Inspection Date: _____

3rd Inspection Date: _____

Inspector Name: _____

Inspector Name: _____

Inspector Name: _____

Permit#:

Address:

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

Inspector Notes:

**Comal County Environmental Health
OSSF Inspection Sheet**

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

**Comal County Environmental Health
OSSF Inspection Sheet**

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

**Comal County Environmental Health
OSSF Inspection Sheet**

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

**Comal County Environmental Health
OSSF Inspection Sheet**

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



COMAL COUNTY

ENGINEER'S OFFICE

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

Permit Number: 118803
Issued This Date: 07/24/2025
This permit is hereby given to: Jonathan and Jesse McCoy

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

816 SERENE WATERS
SPRING BRANCH, TX 78070

Subdivision: Serenity Oaks
Unit: 3
Lot: 81
Block: 0
Acreage: 1.4900

APPROVED MINIMUM SIZES AS PER ATTACHED DESIGN

Type of System: Aerobic
Surface Irrigation

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

Call (830) 608-2090 to schedule inspections.



REVISED

8:01 am, Jul 23, 2025

Date 6/30/25

Permit Number 118803

1. APPLICANT / AGENT INFORMATION

Owner Name Jonathon and Jesse MCcoy
Mailing Address 816 Serene Waters
City, State, Zip Spring Branch, TX 78070
Phone # _____
Email _____

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

2. LOCATION

Subdivision Name Serenity Oaks Unit 3 Lot 81 Block _____
Survey Name / Abstract Number _____ Acreage 1.49
Address 816 Serene Waters City Spring Branch State TX Zip 78070

3. TYPE OF DEVELOPMENT

☒ Single Family Residential

Type of Construction (House, Mobile, RV, Etc.) House + Casita

Number of Bedrooms 4 + 1

Indicate Sq Ft of Living Area 2788 + 671

☐ 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: \$ Existing (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

Owner(s) signature(s)

Date

6/30/25



Planning Materials & Site Evaluation as Required Completed By _____

System Description _____

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

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

Gallons Per Day (As Per TCEQ Table III) _____

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

REVISED

8:02 am, Jul 23, 2025

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

Date

GW Designs
Garrett R. Winters

July 22nd, 2025

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

REVISED

8:18 am, Jul 23, 2025

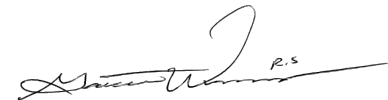
RE- Septic design
816 Serene Waters
Serenity Oaks, LOT 81
Spring Branch, TX 78070

Brandon/Brenda

I, Garrett R. Winters, have reviewed the CZP for the referenced property and certify that this design meets all requirements of the Texas Commission of Environmental Quality OSSF regulations.

Designed in accordance with TCEQ Chapter 285. (Effective March 2013).

Sincerely,



R.S #5213



AFFIDAVIT OF A SINGLE FAMILY RESIDENCE

THE COUNTY OF COMAL
STATE OF TEXAS

REVISED

8:03 am, Jul 23, 2025

Before me, the undersigned authority, on this day personally appeared _____

JONATHON AND JESSE MCCOY, 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:

Lot 81, SERENITY OAKS, UNIT 3, An addition in Comal County, TX

The undersigned further states the following described structures _____

The 2788 Sq. Ft. 4 bedroom main house and 671 Sq. Ft. 1 bedroom Casita

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 30 DAY OF June, 2025


Owner(s) signature(s)

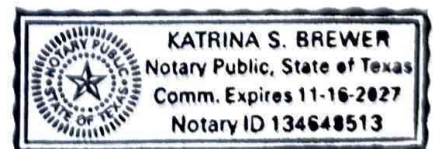
SWORN TO AND SUBSCRIBED BEFORE ME ON THIS

30th DAY OF June, 2025

Katrina S. Brewer
Notary Signature

Notary's Printed Name: Katrina S. Brewer

My Commission Expires: 11/16/2027



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

REVISED

8:04 am, Jul 23, 2025

Routine Maintenance and Inspection Agreement

This Work-for-Hire Agreement (hereafter referred to as this "Agreement") is entered into, by, and between _____ (referred to as "Client") and David Winters Septic's, LLC, Inc. (hereafter referred to as "Contractor") located at _____ Date beginning on 10/15/2024 and contract ending 10/15/2026

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 **\$90.00 SERVICE CALL FEE** due at the time of service plus \$75/hr. if any additional labor is needed.

REVISED

8:04 am, Jul 23, 2025

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.

PAYMENT AGREEMENT

paid through

The client will pay compensation to the contractor for the services in the amount of 10/24/26. 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 # 118803 _____

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

Client

Name

Address

City/State/Zip Code

Phone

Email address

Signature of Client

Contractor

David Winters Septics LLC.

1550 Oak Meadows

Canyon Lake, Texas 78133

Office- 830-935-2477 Email-Wintersseptics@gvtc.com

By: David Winters

Signature of Contractor

Maintenance Provider #-MP0001686

OSSF Soil & Site Evaluation

Page 1 (Soil & Site Evaluation)

Date Performed: ____/____/____

Property Owner: _____

Site Location: _____ Proposed Excavation Depth: _____

REQUIREMENTS:

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

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

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

FEATURES OF SITE AREA

Presence of 100 year flood zone ☐ Yes ☐ No

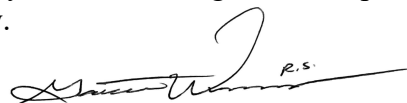
Presence of upper water shed ☐ Yes ☐ No

Presence of adjacent ponds, streams, water impoundments ☐ Yes ☐ No

Existing or proposed water well in nearby area (within 150 feet) ☐ Yes ☐ No

Ground Slope _____ %

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



(Signature of person performing evaluation)

(Date)

Registration Number and Type

GW Septic Designs



On-Site Sewage Facility Application and Design

Prepared By:

Garrett R. Winters

Registered Professional Sanitarian

R.S# 5213



Contact Information

Phone: (210) 854-2673

Email: Gwintersseptics@gmail.com

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.

Landscaping

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

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

Installation

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

Electrical Components

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



Owner/Site Location

Owner/Builder: MCCOY JONATHON & JESSE
Address: 816 SERENE WATERS SPRING BRANCH, TX 78070
Subdivision: SERENITY OAKS 3
Lot: 81
DATE: 6/16/2025

LOT DESCRIPTION

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

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

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

Wastewater Design Flow

Structure: 671 SF CASITA + 2788SF SINGLE FAMILY RESIDENCE
Bedrooms: 5 TOTAL
Wastewater Usage Rate: 60GPD (CASITA) 360GPD COMBINED
Application Rate: 0.064
Application Area Required: 5625sf
Actual Application Area: 5655sf

System Components

Pretreatment Tank: 500gal
Pump Tank: 800gal
Aeration Tank: 600gpd
Pump: C1 Series Mid suction Or equivalent
Pump tank reserve minimum: 120gal



Maintenance Requirements

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

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

Maintenance Contract

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

Affidavit

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



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

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

OSSF INFORMATION

- STRUCTURE: 2788SF + 671SF CASITA
- BEDROOMS: 5 TOTAL
- TANK MANUFACTURER: AQUAKLEAR AKA600CA
- DAILY WASTEFLOW: 360GPD
- MINIMUM SPRAY FIELD COVERAGE: 5,625SF
- ACTUAL COVERAGE AREA: 5,655SF

Revised
Efrain Gallegos
09/10/2025 9:56:36 AM

NOTES

- TANK IS TO PLACED AT LEAST 5' FROM STRUCTURES
- ALL POTABLE WATER LINES SHALL BE A MINIMUM OF 10' FROM ANY PART OF THE OSSF
- SEWER LINE WILL BE SCH 80 PVC OR SLEEVED WITH SCH 40 PIPE WHERE IT IS WITHIN 5' OF OR CROSSES UNDER DRIVEWAYS, STRUCTURES, AND SURFACE IMPROVEMENTS TO PROVIDE EQUIVALENT PROTECTION UNDER SETBACK REQUIREMENTS OF TAC 285. A MINIMUM OF 1/4" PER FOOT OF FALL IS REQUIRED FROM STRUCTURE TO ATU
- SPRINKLER HEADS MAY NOT SPRAY WITHIN 10' OF TREES. UNDER NO CIRCUMSTANCE SHALL FOOD CROPS BE PLANTED IN THE SPRAY AREA
- SPRAY RADIUS SHALL MAINTAIN AT LEAST 100' FROM PRIVATE WELLS, 150' FROM PUBLIC WELLS. (TANKS 50' MIN)
- SYSTEM SHALL INCLUDE BOTH AUDIBLE AND VISUAL ALARMS TO INDICATE HIGH WATER AND AIR FAILURE
- THE AMOUNT OF WASTEWATER FLOW OF THE STRUCTURE(S) ON THIS DESIGN SHALL NOT SURPASS THE PERMITTED FLOW RATE
- ANY SURFACE ROCKS SHALL BE COVERED WITH SOIL THAT IS CAPABLE OF GROWTH
- NO SURFACE IMPROVEMENTS ARE TO BE WITHIN THE SPRAY AREA
- THIS DESIGN MEETS ALL REQUIREMENTS OF THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY OSSF REGULATIONS



Garrett R. Winters

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

OWNER: Burlingame Const. LLC

ADDRESS: 816 SERENE WATERS
SPRING BRANCH, TX 78070
SUBDIVISION: SERENITY OAKS
LOT: 81

DATE	DESCRIPTION	REV#
△		

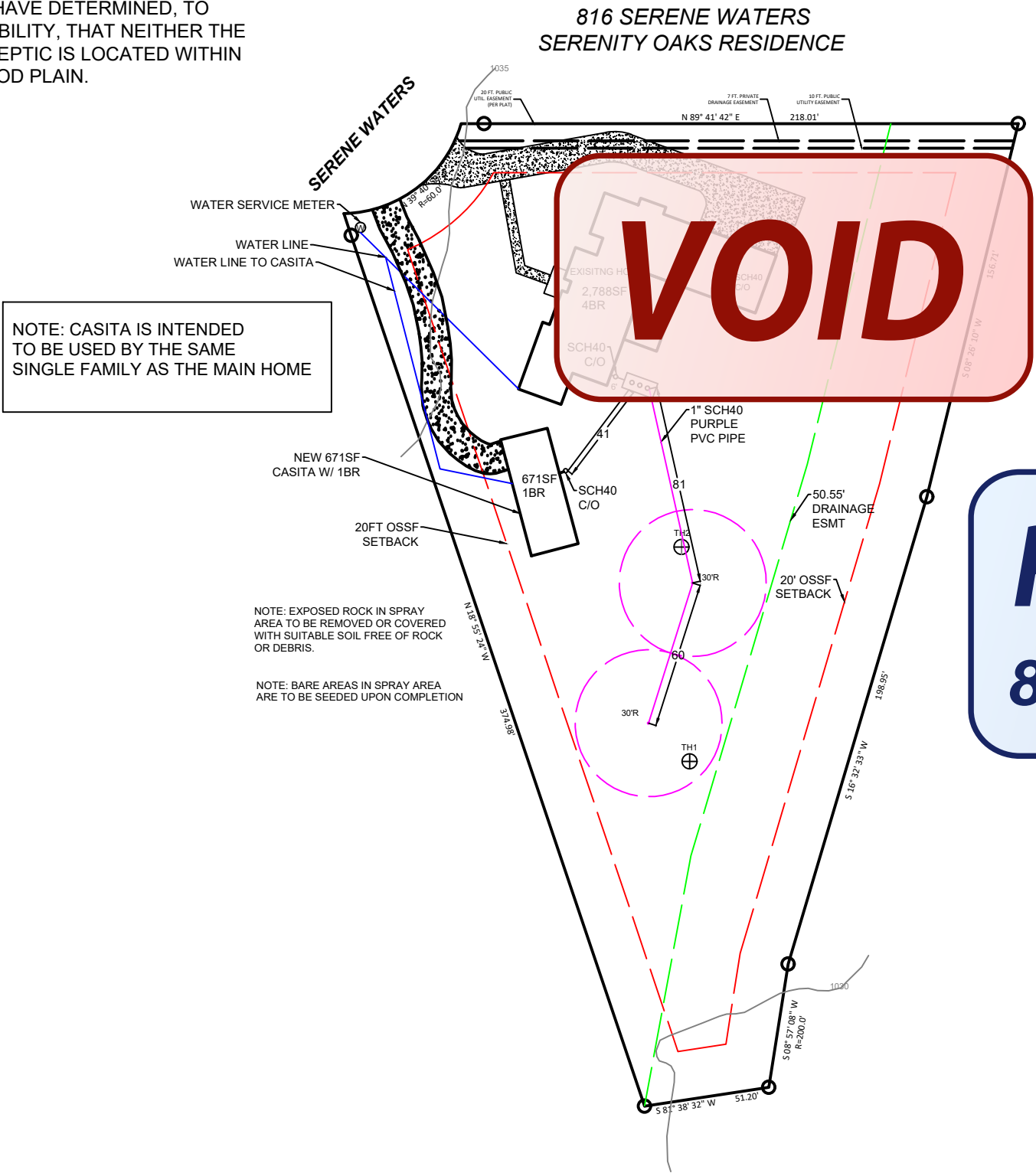


SCALE:1"- 60'

DATE: 9/8/2025

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.

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REVISED
8:18 am, Jul 23, 2025

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

OWNER:Jonathan and Jesse Mccoy

ADDRESS: 816 SERENE WATERS
SPRING BRANCH, TX 78070
SUBDIVISION: SERENITY OAKS
LOT: 81

DATE	DESCRIPTION	REV#
7/22/2025	REVISED	1

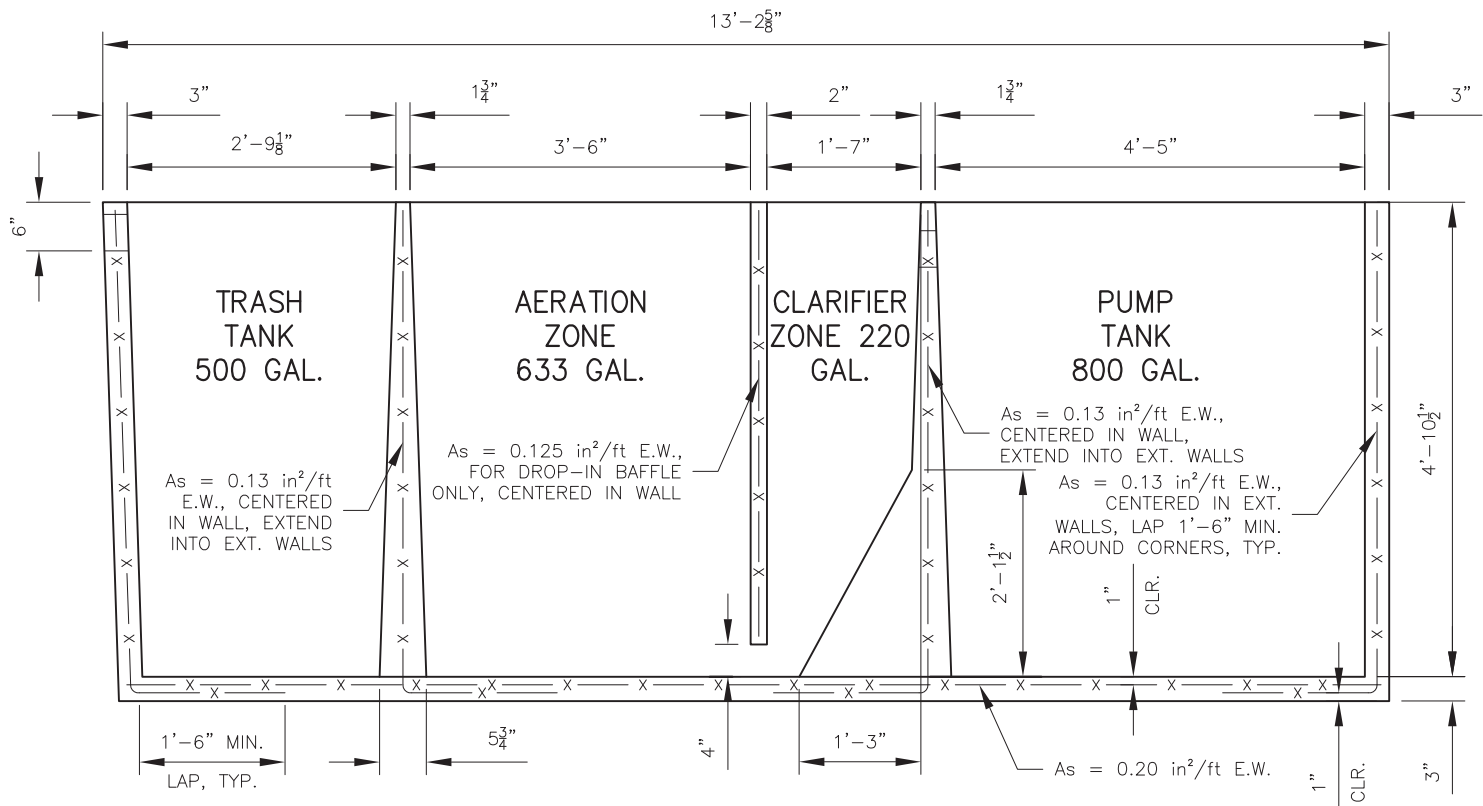


SCALE:1"- 60'

DATE: 7/22/2025



Garrett R. Winters



REINFORCING SECTION

PUMP FLOAT SETTINGS FOR: 360GPD

Volume	800.0	gallons
Water Depth	50.5	inches
Volume / Vertical Inch	15.84	gal/in

Min. Reserve Volume	1/3	of Q	120	gal/day
---------------------	-----	------	-----	---------

Pump OFF	8	inches =	126.7	gallons
Pump ON	10	inches =	31.7	gallons
High Water ALARM	36	inches =	411.9	gallons
RESERVE	50.5	inches =	229.7	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 SCALE: N.T.S. PROJECT: AQUAKLEAR WASTEWATER TREATMENT SYSTEM MODEL AKA600CA		
SHEET TITLE: REINFORCING SECTION			DRWN BY: CCFH CKD BY:		
CONTRACTOR:			DWG. I.D. RS-02		
DELTA PROJ. NO.: 2021.750.001			SHT. NO. 2 OF 2		

PROPLUS™



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

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



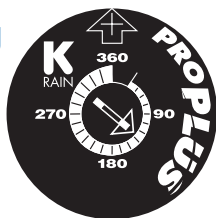
K-Rain Manufacturing Corp.

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

1.800.735.7246 | www.krain.com

Easy Arc Setting

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



Models

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

OTHER OPTIONS: ADD TO PART NUMBER

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

How to Specify

Model Number	Description
11003	-RCW

Specifications

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

Performance Data

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

Low Angle Performance Data

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

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

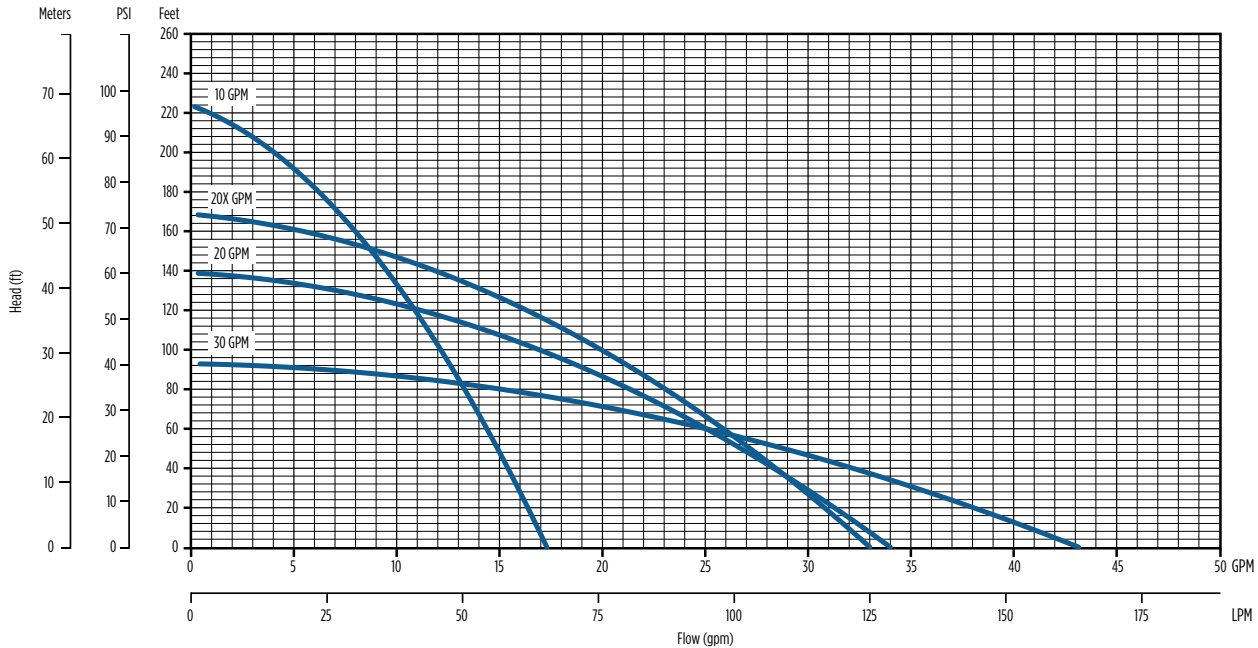
C1 SERIES

CISTERN PUMPS

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



C1 SERIES FAMILY CURVE



FEATURES

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

APPLICATIONS

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

ORDERING INFORMATION

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

NOTE: All units have 10 foot long SJ00W leads

LBC Manufacturing ***“EZ-Tank”***

GRAVITY FLOW Liquid **Bleach Chlorinator**

US Patent Pending

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

www.liquidchlorinator.com

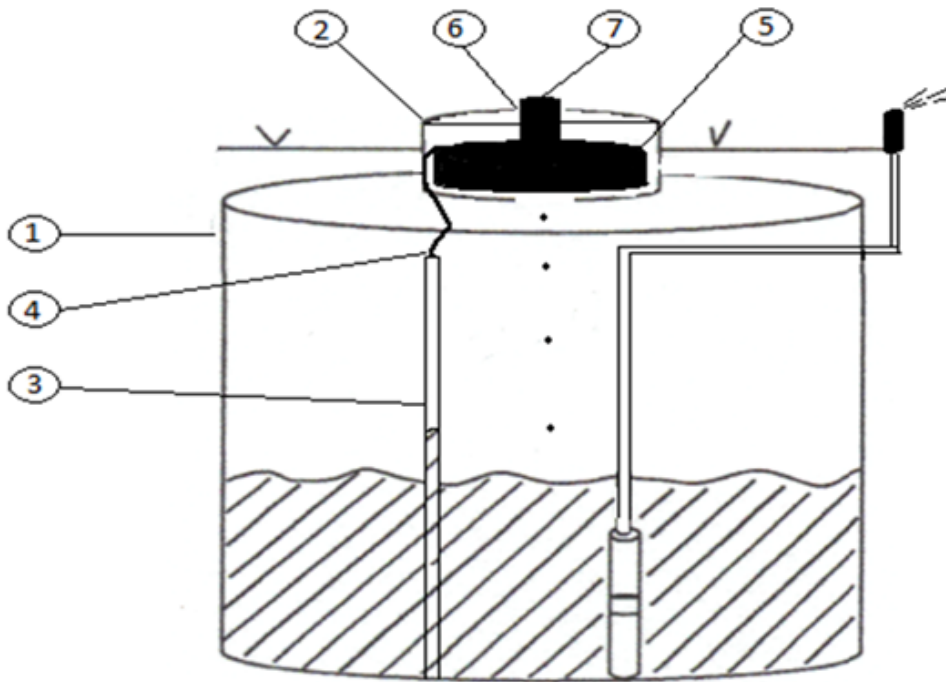


THIS PRODUCT WAS EVALUATED AS A
CHLORINE DISINFECTION DEVICE AND MEETS OR
EXCEEDS THE APPLICABLE REQUIREMENTS OF
STANDARD 46

RECOMMENDED INSTALLATION INSTRUCTIONS

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

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



CHLORINE DISINFECTION DEVICE PERFORMANCE

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

THE LIQUID CHLORINATION PROCESS

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

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

LIQUID CHLORINATOR OPERATION AND MAINTENANCE

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

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

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

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

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

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

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

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

FOR INTERMITTENT PERIODS OR EXTENDED PERIODS OF NON-USE

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

Comal County Web Map



6/16/2025, 1:39:32 PM

TCEQ Contributing Zone

Contour 5ft

Contour Line, Major

Contour Line, Intermediate

Contour Line, Minor

Addresses

Streets

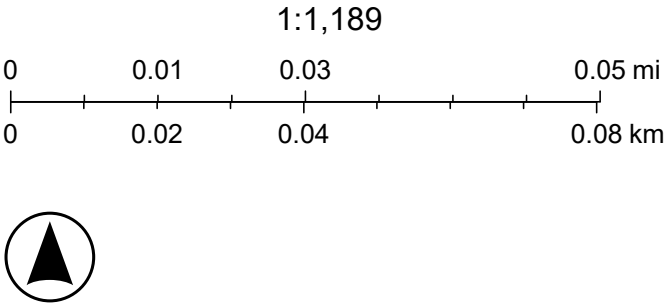
Parcels

Scaled County Boundary

Permits

S

Septic



From: [Gallegos,Efrain](#)
To: [Ritzen,Brenda](#)
Subject: Permit # 118803
Date: Monday, July 21, 2025 2:33:19 PM
Attachments: [Outlook-1zapv4zn.png](#)

Re: Jonathon & Jesse McCoy

816 Serene Waters

Spring Branch, Tx 78070

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

Garrett:

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

1. According to Comal County GIS this property is located over the Edwards Aquifer Contributing Zone. Revise application and provide certification indicating that there is an existing TCEQ approved CZP for this property.
2. Provide a new maintenance contract with new owners on it and signed by them.
3. Label existing structure with size information. Sch 40 c/o on existing structure?
4. Show how waterline will be connected to new structure on design.
5. Sq footage to casita to match on all forms in application.
6. Show unit on application.



Efrain Z Gallegos
Environmental Health Inspector
DR: OS0039964
O: 830-608-2090 Ext 3167
C: 830-708-4304
E: gallee@co.comal.tx.us



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 6/30/25

Permit Number 118803

1. APPLICANT / AGENT INFORMATION

Owner Name Jonathon and Jesse MCcoy
Mailing Address 816 Serene Waters
City, State, Zip Spring Branch, TX 78070
Phone # _____
Email _____

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

2. LOCATION

Subdivision Name Serenity Oaks Lot 81 Block _____
Survey Name / Abstract Number _____ Acreage 1.49
Address 816 Serene Waters State TX Zip 78070

3. TYPE OF DEVELOPMENT

☒ Single Family Residential

Type of Construction (House, Mobile, RV, Etc.) House + Casita

Number of Bedrooms 4 + 1

Indicate Sq Ft of Living Area 2788 + 671

☐ 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: \$ Existing (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

Owner(s) signature(s)

Date

6/30/25



ON-SITE SEWAGE FACILITY APPLICATION

Planning Materials & Site Evaluation as Required Completed By _____

System Description _____

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

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

Gallons Per Day (As Per TCEQ Table III) _____

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

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

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

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

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

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

Date

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

Routine Maintenance and Inspection Agreement

This Work-for-Hire Agreement (hereafter referred to as this "Agreement") is entered into, by, and between
Burlingame Construction LLC. (referred to as "Client") and David Winters Septic's, LLC, Inc.
(hereafter referred to as "Contractor") located at 816 Serene Waters Date beginning on Issue Date of

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/servicing calls (at least once every four months) total over a two-year period, including inspection and adjustment, servicing, electrical and/or appliance repairs to ensure proper function. Includes inspecting and cleaning, air pump, filters, and replacing or repairing any component found to be malfunctioning. Any alarm or warning affecting the proper function of the aerobic process will be addressed within 24-hour response time. This contract does not include labor warranty and parts warranty.
2. An effluent quality inspection consisting of a visual check of the turbidity, color, and odor. A test for chlorine residual will be taken and reported as necessary.
3. If any improper operation is observed, work will be performed at the discretion of the Contractor. The Client will be notified on your inspection.
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.

AFFIDAVIT OF A SINGLE FAMILY RESIDENCE

THE COUNTY OF COMAL
STATE OF TEXAS

Before me, the undersigned authority, on this day personally appeared _____

JONATHON AND JESSE MCCOY, 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:

Lot 81, SERENITY OAKS, UNIT 3, An addition in Comal County, TX

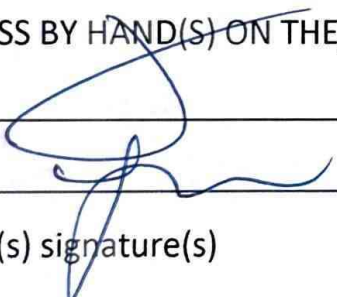


The undersigned further states the following described structures:

The 2788 Sq. Ft. 4 bedroom main house and 672 Sq. Ft. 1 bedroom

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 30 DAY OF June, 2025

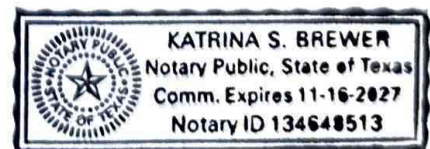

Owner(s) signature(s)

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS
30th DAY OF June, 2025

Katrina S. Brewer
Notary Signature

Notary's Printed Name: Katrina S. Brewer

My Commission Expires: 11/16/2027



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.

PAYMENT AGREEMENT

The client will pay compensation to the contractor for the services in the amount of First 2 years included with new install. This compensation shall be payable in a lump sum payment on account of the agreement. Payment is not required within 30 days of the above described date and will be subject to a \$25.00 fee.

TERMINATION OF THIS AGREEMENT

Either party may terminate this agreement within 10 days of written notice of an event of substantial failure to perform in accordance with the terms hereof or for parties not at fault of the terminating party. If this agreement is terminated, the contractor will immediately notify the appropriate authority.

LIMIT OF LIABILITY

The Contractor shall be liable for incidental consequential damages, whether direct or indirect, or any other theory. In no event shall the Contractor's liability exceed the amount of the charges actually paid by the client as described in this agreement.

Permit # _____

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

Client

Burlingame Construction LLC.

Name

816 Serene Waters

Address

Spring Branch, TX 78070

City/State/Zip Code

956-459-3426

Phone

Email address

DocuSigned by:
David Burlingame
4E60431ECDDA4F2...

Signature of Client

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

Owner/Site Location

Owner/Builder: MCCOY JONATHON & JESSE
Address: 816 SERENE WATERS SPRING BRANCH, TX 78070
Subdivision: SERENITY OAKS 3
Lot: 81
DATE: 6/16/2025

LOT DESCRIPTION

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

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

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

Wastewater Design Flow

Structure: 678SF CASITA + 2788SF SINGLE FAMILY RESIDENCE
Bedrooms: 5 TOTAL
Wastewater Usage Rate: 60GPD (CASITA) 360GPD COMBINED
Application Rate: 0.064
Application Area Required: 5625sf
Actual Application Area: 5655sf

System Components

Pretreatment Tank: 500gal
Pump Tank: 800gal
Aeration Tank: 600gpd
Pump: C1 Series Mid suction Or equivalent
Pump tank reserve minimum: 120gal



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

- OSSF INFORMATION**
- STRUCTURE: 2788SF + 671SF CASITA
 - BEDROOMS: 5 TOTAL
 - TANK MANUFACTURER: AQUAKLEAR AKA600CA
 - DAILY WASTEFLOW: 360GPD
 - MINIMUM SPRAY FIELD COVERAGE: 5,625SF
 - ACTUAL COVERAGE AREA: 5,655SF

NOTE: CASITA IS INTENDED TO BE USED BY THE SAME SINGLE FAMILY AS THE MAIN HOME

NOTE: EXPOSED ROCK IN SPRAY AREA TO BE REMOVED OR COVERED WITH SUITABLE SOIL FREE OF ROCK OR DEBRIS

NOTE: BARE AREAS IN SPRAY AREA ARE TO BE REVEGETATED UPON COMPLETION

NOTES

- TANK IS TO PLACED AT LEAST 5' FROM STRUCTURES
- ALL POTABLE WATER LINES SHALL BE A MINIMUM OF 10' FROM ANY PART OF THE OSSF
- SEWER LINE WILL BE SCH 80 PVC OR SLEEVED WITH SCH 40 PIPE WHERE IT IS WITHIN 5' OF OR CROSSES UNDER DRIVEWAYS, STRUCTURES, AND SURFACE IMPROVEMENTS TO PROVIDE EQUIVALENT PROTECTION UNDER SETBACK REQUIREMENTS OF TAC 285. A MINIMUM OF 1/4" PER FOOT OF FALL IS REQUIRED FROM STRUCTURE TO ATU
- SPRINKLER HEADS MAY NOT SPRAY WITHIN 10' OF TREES. UNDER NO CIRCUMSTANCE SHALL FOOD CROPS BE PLANTED IN THE SPRAY AREA
- SPRAY RADIUS SHALL MAINTAIN AT LEAST 100' FROM PRIVATE WELLS, 150' FROM PUBLIC WELLS. (TANKS 50' MIN)
- SYSTEM SHALL INCLUDE BOTH AUDIBLE AND VISUAL ALARMS TO INDICATE HIGH WATER AND AIR FAILURE
- THE AMOUNT OF WASTEWATER FLOW OF THE STRUCTURE(S) ON THIS DESIGN SHALL NOT SURPASS THE PERMITTED FLOW RATE
- ANY SURFACE ROCKS SHALL BE COVERED WITH SOIL THAT IS CAPABLE OF GROWTH
- NO SURFACE IMPROVEMENTS ARE TO BE WITHIN THE SPRAY AREA
- THIS DESIGN MEETS ALL REQUIREMENTS OF THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY OSSF REGULATIONS

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

OWNER: JOHNATHAN AND JESSE MCCOY

ADDRESS: 816 SERENE WATERS
SPRING BRANCH, TX 78070
SUBDIVISION: SERENITY OAKS
LOT: 81

DATE	DESCRIPTION	REV#
△		



SCALE:1"- 60'

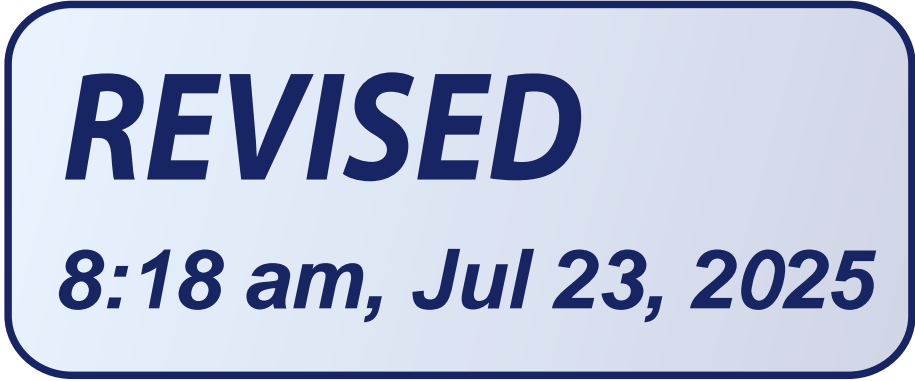
DATE: 6/16/2025



Garrett R. Winters


OSSF INFORMATION

- STRUCTURE: 2788SF + 671SF CASITA
- BEDROOMS: 5 TOTAL
- TANK MANUFACTURER: AQUAKLEAR AKA600CA
- DAILY WASTEFLOW: 360GPD
- MINIMUM SPRAY FIELD COVERAGE: 5,625SF
- ACTUAL COVERAGE AREA: 5,655SF



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DATE	DESCRIPTION	REV#
		



DATE: 7/22/2025

OWNER:Jonathan and Jesse Mccoy

WARRANTY DEED WITH VENDOR'S LIEN

MCCOY
Loan Number: 400225109276858
MIN:100350291092768588
Case Number: 62-62-6-1641648

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.

THE STATE OF TEXAS

)(

KNOW ALL MEN BY THESE PRESENTS:

)(

COUNTY OF COMAL

)(

THAT **BURLINGAME CONSTRUCTION, LLC, A TEXAS LIMITED LIABILITY COMPANY**, hereinafter called "Grantor" (whether one or more), for and in consideration of the sum of TEN Dollars (\$10.00) and other good and valuable consideration to Grantor paid by **JONATHON MCCOY AND JESSE MCCOY, HUSBAND AND WIFE, whose mailing address is 816 SERENE WATERS, SPRING BRANCH, TEXAS 78070**, hereinafter called "Grantee" (whether one or more), the receipt of which is hereby acknowledged and confessed, and the further consideration of the execution and delivery by said Grantee of one certain promissory note(s) hereinafter called "Note", in the principal sum of **\$779,900.00**, of even date herewith, payable to the order of **MORTGAGE RESEARCH CENTER, LLC D/B/A VETERANS UNITED HOME LOANS, A MISSOURI LIMITED LIABILITY COMPANY**, hereinafter called "Mortgagee", bearing interest at the rate therein provided; said Note containing the usual reasonable attorney's fee clause and various acceleration of maturity clauses in case of default, and being secured by Vendor's Lien and superior title retained herein in favor of said Mortgagee, and being also secured by a Deed of Trust of even date herewith from Grantee to **SCOTT R. VALBY, Trustee**; and

WHEREAS, Mortgagee has, at the special instance and request of Grantee, paid to Grantor a portion of the purchase price of the property hereinafter described, as included in the above-described Note, said Vendor's Lien against said property securing the payment of said Note is hereby assigned, transferred and delivered to Mortgagee, Grantor hereby conveying to said Mortgagee the said superior title to said property, subrogating said Mortgagee to all the rights and remedies of Grantor in the premises by virtue of said liens; and

Grantor has GRANTED, SOLD, and CONVEYED, and by these presents does GRANT, SELL, and CONVEY unto said Grantee, the following described property, to-wit:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A".

TO HAVE AND TO HOLD the above-described premises, together with all and singular, the rights and appurtenances thereunto in anywise belonging unto said Grantee, his heirs and assigns, forever. And Grantor does hereby bind himself, his heirs, executors, and administrators, to warrant



and forever defend all and singular the said premises unto said Grantee, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Taxes for the current year have been prorated and their payment is assumed by Grantee.

This conveyance is made subject to any and all valid and subsisting restrictions, easements, rights of way, reservations, maintenance charges together with any lien securing said maintenance charges, zoning laws, ordinances of municipal and/or other governmental authorities, conditions and covenants, if any, applicable to and enforceable against the above-described property as shown by the records of the County Clerk of said County.

BY ACCEPTANCE OF THIS GENERAL WARRANTY DEED, GRANTEE ACKNOWLEDGES THAT EXCEPT FOR THE WARRANTY OF TITLE CONTAINED HEREIN, GRANTOR HAS NOT MADE AND DOES NOT HEREBY MAKE ANY REPRESENTATION, WARRANTY OR COVENANT, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY, CONDITION, QUALITY, DURABILITY, DESIGN, OPERATION, FITNESS OR SUITABILITY FOR USE OR PURPOSE OF THIS PROPERTY OR ANY PART OR PORTION THEREOF IN ANY RESPECT WHATSOEVER. THE PROPERTY IS SOLD, TRANSFERRED AND CONVEYED "WHERE IS" AND "AS IS". EXCEPT FOR THE EXPRESS WARRANTIES AS TO TITLE, ALL COVENANTS, AGREEMENTS, WARRANTIES OR REPRESENTATIONS ARE HEREBY EXPRESSLY NEGATED.

The use of any pronoun herein to refer to Grantor or Grantee shall be deemed a proper reference even though Grantor and/or Grantee may be an individual (either male or female), a corporation, a partnership or a group of two or more individuals, corporations and/or partnerships, and when this Deed is executed by or to a corporation, or trustee, the words "heirs, executors, and administrators" or "heirs and assigns" shall, with respect to such corporation or trustee, be construed to mean "successors and assigns".

It is expressly agreed that the Vendor's Lien is retained in favor of the payee of said Note against the above-described property, premises, and improvements, until said Note and all interest thereon shall have been fully paid according to the terms thereof, when this deed shall become absolute.

EXECUTED this 15th day of MAY, 2025.

BURLINGAME CONSTRUCTION, LLC, A TEXAS
LIMITED LIABILITY COMPANY

By: _____

Name: _____

Title: _____

GV241-00039TXX (01/10)




(page 2 of 3 pages)



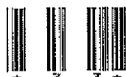
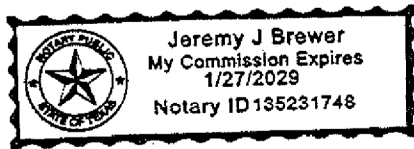
STATE OF TEXAS

COUNTY OF Bexar

This instrument was acknowledged before me this 5/15/25 by
DAVID BURLINGAME (Name), Owner / Member (Title) of
BURLINGAME CONSTRUCTION, LLC, A TEXAS LIMITED LIABILITY COMPANY, on behalf of the
LIMITED LIABILITY COMPANY.


Notary Public

GRANTEE'S ADDRESS:
816 SERENE WATERS
SPRING BRANCH, TEXAS 78070



MCCOY
Loan Number: 400225109276858
MIN:100350291092768588
Case Number: 62-62-6-1641648

EXHIBIT " A "

LOT 81, SERENITY OAKS UNIT 3, AN ADDITION IN COMAL COUNTY, TEXAS,
ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN DOCUMENT NO.
201306017681, MAP AND PLAT RECORDS, COMAL COUNTY, TEXAS.

Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
05/20/2025 02:22:44 PM
TAMMY 4 Pages(s)
202506014926



Bobbie Koepp

GV235-00027MUX (01/10)



When recorded, mail to:
Mortgage Research Center, LLC dba Veterans United Home Loans
Attn: Final Document Department
550 Veterans United Drive
Columbia, MO 65201
800-884-5560

This document was prepared by:
Gregg & Valby, LLP
1700 West Loop South, Suite 200
Houston, TX 77027

LOAN #: 400225109276858

CASE #: 62-62-6-1641648

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DEED OF TRUST

MIN 1003502-9109276858-8

MERS PHONE #: 1-888-679-6377

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined under the caption TRANSFER OF RIGHTS IN THE PROPERTY and in Sections 3, 4, 10, 11, 12, 16, 19, 24, and 25. Certain rules regarding the usage of words used in this document are also provided in Section 17.

Parties

(A) "Borrower" is JONATHON MCCOY AND JESSE MCCOY, HUSBAND AND WIFE

currently residing at 85 Old Rod Road, Colchester, CT 06415.

Borrower is the grantor under this Security Instrument.

(B) "Lender" is Mortgage Research Center, LLC dba Veterans United Home Loans.

Lender is a Missouri Limited Liability Company,
under the laws of Missouri.
Columbia, MO 65203.

Lender's address is 1400 Forum Blvd, Suite 18,
organized and existing

Lender includes any holder of the Note who is entitled to receive payments under the Note. The term "Lender" includes any successors and assigns of Lender.

(C) "Trustee" is Scott R. Valby.

Trustee's address is 1700 West Loop South, Suite 200, Houston, TX 77027.

The term "Trustee" includes any substitute/successor Trustee.

(D) "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.

Documents

(E) "Note" means the promissory note dated **May 15, 2025**, and signed by each Borrower who is legally obligated for the debt under that promissory note, that is in either (i) paper form, using Borrower's written pen and ink signature, or (ii) electronic form, using Borrower's adopted Electronic Signature in accordance with the UETA or E-SIGN, as applicable. The Note evidences the legal obligation of each Borrower who signed the Note to pay Lender

SEVEN HUNDRED SEVENTY NINE THOUSAND NINE HUNDRED AND NO/100*** Dollars (U.S. \$779,900.00) plus interest.** Each

Borrower who signed the Note has promised to pay this debt in regular monthly payments and to pay the debt in full not later than **June 1, 2055**.

(F) "Riders" means all Riders to this Security Instrument that are signed by Borrower. All such Riders are incorporated into and deemed to be a part of this Security Instrument. The following Riders are to be signed 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"/> 1-4 Family Rider | <input checked="" type="checkbox"/> Planned Unit Development Rider | <input checked="" type="checkbox"/> V.A. Rider |
| <input type="checkbox"/> Other(s) [specify] | | |

(G) "Security Instrument" means this document, which is dated **May 15, 2025**, together with all Riders to this document.

Additional Definitions

(H) "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.

(I) "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.

(J) "Default" means: (i) the failure to pay any Periodic Payment or any other amount secured by this Security Instrument on the date it is due; (ii) a breach of any representation, warranty, covenant, obligation, or agreement in this Security Instrument; (iii) any materially false, misleading, or inaccurate information or statement to Lender provided by Borrower or any persons or entities acting at Borrower's direction or with Borrower's knowledge or consent, or failure to provide Lender with material information in connection with the Loan, as described in Section 8; or (iv) any action or proceeding described in Section 12(e).

(K) "Electronic Fund 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 or other electronic device capable of communicating with such financial institution, wire transfers, and automated clearinghouse transfers.

(L) "Electronic Signature" means an "Electronic Signature" as defined in the UETA or E-SIGN, as applicable.

(M) "E-SIGN" means the Electronic Signatures in Global and National Commerce Act (15 U.S.C. § 7001 et seq.), as it may be amended from time to time, or any applicable additional or successor legislation that governs the same subject matter.

(N) "Escrow Items" means: (i) taxes and assessments and other items that can attain priority over this Security Instrument as a lien or encumbrance on the Property; (ii) leasehold payments or ground rents on the Property, if any; (iii) premiums for any and all insurance required by Lender under Section 5; (iv) 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 11; and (v) Community Association Dues, Fees, and Assessments if Lender requires that they be escrowed beginning at Loan closing or at any time during the Loan term.

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

(P) "Loan Servicer" means the entity that has the contractual right to receive Borrower's Periodic Payments and any other payments made by Borrower, and administers the Loan on behalf of Lender. Loan Servicer does not include a sub-servicer, which is an entity that may service the Loan on behalf of the Loan Servicer.

(Q) "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.

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

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- (S) "Partial Payment" means any payment by Borrower, other than a voluntary prepayment permitted under the Note, which is less than a full outstanding Periodic Payment.
- (T) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3.
- (U) "Property" means the property described below under the heading "TRANSFER OF RIGHTS IN THE PROPERTY."
- (V) "Rents" means all amounts received by or due Borrower in connection with the lease, use, and/or occupancy of the Property by a party other than Borrower.
- (W) "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 may be amended from time to time, or any additional or successor federal legislation or regulation that governs the same subject matter. When used in this Security Instrument, "RESPA" refers to all requirements and restrictions that would apply to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.
- (X) "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.
- (Y) "UETA" means the Uniform Electronic Transactions Act, as enacted by the jurisdiction in which the Property is located, as it may be amended from time to time, or any applicable additional or successor legislation that governs the same subject matter.

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:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS "EXHIBIT A".

which currently has the address of **816 Serene Waters, Spring Branch** [Street] [City]

Texas **78070** ("Property Address");
[Zip Code]

TOGETHER WITH all the improvements now or subsequently erected on the property, including replacements and additions to the improvements on such property, all property rights, including, without limitation, all easements, appurtenances, royalties, mineral rights, oil or gas rights or profits, water rights, any strips or gores of real property between such real property and abutting or adjacent properties, and fixtures now or subsequently a part of the property. 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 REPRESENTS, WARRANTS, COVENANTS, AND AGREES that: (i) Borrower lawfully owns and possesses the Property conveyed in this Security Instrument in fee simple or lawfully has the right to use and occupy the Property under a leasehold estate; (ii) Borrower has the right to grant and convey the Property or Borrower's leasehold interest in the Property; and (iii) the Property is unencumbered, and not subject to any other ownership interest in the Property, except for encumbrances and ownership interests of record. Borrower warrants generally the title to the Property and covenants and agrees to defend the title to the Property against all claims and demands, subject to any encumbrances and ownership interests of record as of Loan closing.

THIS SECURITY INSTRUMENT combines uniform covenants for national use with limited variations and non-uniform covenants that reflect specific Texas state requirements 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 will pay each Periodic Payment when due. Borrower will also pay any prepayment charges and late charges due under the Note, and any other amounts due under this Security Instrument. Payments due under the Note and this Security Instrument must be made in U.S. currency. 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 U.S. federal agency, instrumentality, or entity; or (d) Electronic Fund 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 16. Lender may accept or return any Partial Payments in its sole discretion pursuant to Section 2.

Any offset or claim that Borrower may have now or in the future against Lender will not relieve Borrower from making the full amount of all payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Acceptance and Application of Payments or Proceeds.

(a) **Acceptance and Application of Partial Payments.** Lender may accept and either apply or hold in suspense Partial Payments in its sole discretion in accordance with this Section 2. Lender is not obligated to accept any Partial Payments or to apply any Partial Payments at the time such payments are accepted, and also is not obligated to pay interest on such unapplied funds. Lender may hold such unapplied funds until Borrower makes payment sufficient to cover a full Periodic Payment, at which time the amount of the full Periodic Payment will be applied to the Loan. If Borrower does not make such a payment within a reasonable period of time, Lender will either apply such funds in accordance with this Section 2 or return them to Borrower. If not applied earlier, Partial Payments will be credited against the total amount due under the Loan in calculating the amount due in connection with any foreclosure proceeding, payoff request, loan modification, or reinstatement. Lender may accept any payment insufficient to bring the Loan current without waiver of any rights under this Security Instrument or prejudice to its rights to refuse such payments in the future.

(b) **Order of Application of Partial Payments and Periodic Payments.** Except as otherwise described in this Section 2, if Lender applies a payment, such payment will be applied to each Periodic Payment in the order in which it became due, beginning with the oldest outstanding Periodic Payment, as follows: first to interest and then to principal due under the Note, and finally to Escrow Items. If all outstanding Periodic Payments then due are paid in full, any payment amounts remaining may be applied to late charges and to any amounts then due under this Security Instrument. If all sums then due under the Note and this Security Instrument are paid in full, any remaining payment amount may be applied, in Lender's sole discretion, to a future Periodic Payment or to reduce the principal balance of the Note.

If Lender receives a payment from Borrower in the amount of one or more Periodic Payments and the amount of any late charge due for a delinquent Periodic Payment, the payment may be applied to the delinquent payment and the late charge.

When applying payments, Lender will apply such payments in accordance with Applicable Law.

(c) **Voluntary Prepayments.** Voluntary prepayments will be applied as described in the Note.

(d) **No Change to Payment Schedule.** Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note will not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items.

(a) **Escrow Requirement; Escrow Items.** Borrower must pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum of money to provide for payment of amounts due for all Escrow Items (the "Funds"). The amount of the Funds required to be paid each month may change during the term of the Loan. Borrower must promptly furnish to Lender all notices or invoices of amounts to be paid under this Section 3.

(b) **Payment of Funds; Waiver.** Borrower must pay Lender the Funds for Escrow Items unless Lender waives this obligation in writing. Lender may waive this obligation for any Escrow Item at any time. In the event of such waiver, Borrower must pay directly, when and where payable, the amounts due for any Escrow Items subject to the waiver. If Lender has waived the requirement to pay Lender the Funds for any or all Escrow Items, Lender may require Borrower to provide proof of direct payment of those items within such time period as Lender may require. Borrower's obligation to make such timely payments and to provide proof of payment is deemed to be a covenant and agreement of Borrower under this Security Instrument. If Borrower is obligated to pay Escrow Items directly pursuant to a waiver, and Borrower fails to pay timely the amount due for an Escrow Item, Lender may exercise its rights under Section 9 to pay such amount and Borrower will be obligated to repay to Lender any such amount in accordance with Section 9.

Lender may withdraw the waiver as to any or all Escrow Items at any time by giving a notice in accordance with Section 16; upon such withdrawal, Borrower must pay to Lender all Funds for such Escrow Items, and in such amounts, that are then required under this Section 3.

(c) **Amount of Funds; Application of Funds.** Lender may, at any time, collect and hold Funds in an amount up to, but not in excess of, the maximum amount a lender can require under RESPA. Lender will estimate the amount of Funds due in accordance with Applicable Law.

The Funds will be held in an institution whose deposits are insured by a U.S. 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 will apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender may not charge Borrower for: (i) holding and applying the Funds; (ii) annually analyzing the escrow account; or (iii) verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless Lender and Borrower agree in writing or Applicable Law requires interest to be paid on the Funds, Lender will not be required to pay Borrower any interest or earnings on the Funds. Lender will give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

(d) **Surplus; Shortage and Deficiency of Funds.** In accordance with RESPA, if there is a surplus of Funds held in escrow, Lender will account to Borrower for such surplus. If Borrower's Periodic Payment is delinquent by more than 30 days, Lender may retain the surplus in the escrow account for the payment of the Escrow Items. If there is a shortage or deficiency of Funds held in escrow, Lender will notify Borrower and Borrower will pay to Lender the amount necessary to make up the shortage or deficiency in accordance with RESPA.

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

4. **Charges; Liens.** Borrower must pay (a) all taxes, assessments, charges, fines, and impositions attributable to the Property which have priority or may attain priority over this Security Instrument, (b) leasehold payments or ground rents on the Property, if any, and (c) Community Association Dues, Fees, and Assessments, if any. If any of these items are Escrow Items, Borrower will pay them in the manner provided in Section 3.

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[Signature] by *[Signature]* as HLD Agent

Borrower must promptly discharge any lien that has priority or may attain priority over this Security Instrument unless Borrower: (aa) 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 under such agreement; (bb) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which Lender determines, in its sole discretion, operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (cc) secures from the holder of the lien an agreement satisfactory to Lender that subordinates the lien to this Security Instrument (collectively, the "Required Actions"). If Lender determines that any part of the Property is subject to a lien that has priority or may attain priority over this Security Instrument and Borrower has not taken any of the Required Actions in regard to such lien, Lender may give Borrower a notice identifying the lien. Within 10 days after the date on which that notice is given, Borrower must satisfy the lien or take one or more of the Required Actions.

5. Property Insurance.

(a) **Insurance Requirement; Coverages.** Borrower must keep the improvements now existing or subsequently 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, winds, and floods, for which Lender requires insurance. Borrower must maintain the types of insurance Lender requires 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, and may exceed any minimum coverage required by Applicable Law. Borrower may choose the insurance carrier providing the insurance, subject to Lender's right to disapprove Borrower's choice, which right will not be exercised unreasonably.

(b) **Failure to Maintain Insurance.** If Lender has a reasonable basis to believe that Borrower has failed to maintain any of the required insurance coverages described above, Lender may obtain insurance coverage, at Lender's option and at Borrower's expense. Unless required by Applicable Law, Lender is under no obligation to advance premiums for, or to seek to reinstate, any prior lapsed coverage obtained by Borrower. Lender is under no obligation to purchase any particular type or amount of coverage and may select the provider of such insurance in its sole discretion. Before purchasing such coverage, Lender will notify Borrower if required to do so under Applicable Law. Any such coverage will insure Lender, but 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, but not exceeding the coverage required under Section 5(a). Borrower acknowledges that the cost of the insurance coverage so obtained may significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender for costs associated with reinstating Borrower's insurance policy or with placing new insurance under this Section 5 will become additional debt of Borrower secured by this Security Instrument. These amounts will bear interest at the Note rate from the date of disbursement and will be payable, with such interest, upon notice from Lender to Borrower requesting payment.

(c) **Insurance Policies.** All insurance policies required by Lender and renewals of such policies: (i) will be subject to Lender's right to disapprove such policies; (ii) must include a standard mortgage clause; and (iii) must name Lender as mortgagee and/or as an additional loss payee. Lender will have the right to hold the policies and renewal certificates. If Lender requires, Borrower will promptly give to Lender proof 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 must include a standard mortgage clause and must name Lender as mortgagee and/or as an additional loss payee.

(d) **Proof of Loss; Application of Proceeds.** In the event of loss, Borrower must give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Any insurance proceeds, whether or not the underlying insurance was required by Lender, will be applied to restoration or repair of the Property, if Lender deems the restoration or repair to be economically feasible and determines that Lender's security will not be lessened by such restoration or repair.

If the Property is to be repaired or restored, Lender will disburse from the insurance proceeds any initial amounts that are necessary to begin the repair or restoration, subject to any restrictions applicable to Lender. During the subsequent repair and restoration period, Lender will 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 (which may include satisfying Lender's minimum eligibility requirements for persons repairing the Property, including, but not limited to, licensing, bond, and insurance requirements) provided that such inspection must 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, depending on the size of the repair or restoration, the terms of the repair agreement, and whether Borrower is in Default on the Loan. Lender may make such disbursements directly to Borrower, to the person repairing or restoring the Property, or payable jointly to both. Lender will not be required to pay Borrower any interest or earnings on such insurance proceeds unless Lender and Borrower agree in writing or Applicable Law requires otherwise. Fees for public adjusters, or other third parties, retained by Borrower will not be paid out of the insurance proceeds and will be the sole obligation of Borrower.

If Lender deems the restoration or repair not to be economically feasible or Lender's security would be lessened by such restoration or repair, the insurance proceeds will 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 will be applied in the order that Partial Payments are applied in Section 2(b).

(e) **Insurance Settlements; Assignment of Proceeds.** 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 26 or otherwise, Borrower is unconditionally assigning to Lender (i) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note and this Security Instrument, and (ii) 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, to the extent that such rights are applicable to the coverage of the Property. If Lender files, negotiates, or settles a claim, Borrower agrees that any insurance proceeds may be made payable directly to Lender without the need to include Borrower as an additional loss payee. Lender may use the insurance proceeds either to repair or restore the Property (as provided in Section 5(d)) or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower must occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and must continue to occupy the Property as Borrower's principal

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residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent will not be unreasonably withheld, or unless extenuating circumstances exist that are beyond Borrower's control.

7. Preservation, Maintenance, and Protection of the Property; Inspections. Borrower will 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 must maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless Lender determines pursuant to Section 5 that repair or restoration is not economically feasible, Borrower will promptly repair the Property if damaged to avoid further deterioration or damage.

If insurance or condemnation proceeds are paid to Lender in connection with damage to, or the taking of, the Property, Borrower will 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, depending on the size of the repair or restoration, the terms of the repair agreement, and whether Borrower is in Default on the Loan. Lender may make such disbursements directly to Borrower, to the person repairing or restoring the Property, or payable jointly to both. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower remains obligated to complete such repair or restoration.

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

8. Borrower's Loan Application. Borrower will be in Default if, during the Loan application process, Borrower or any persons or entities acting at Borrower's direction 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, including, but not limited to, overstating Borrower's income or assets, understating or failing to provide documentation of Borrower's debt obligations and liabilities, and misrepresenting Borrower's occupancy or intended occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.

(a) Protection of Lender's Interest. If: (i) Borrower fails to perform the covenants and agreements contained in this Security Instrument; (ii) there is a legal proceeding or government order 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 that has priority or may attain priority over this Security Instrument, or to enforce laws or regulations); or (iii) Lender reasonably believes that 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/or 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 may include, but are not limited to: (I) paying any sums secured by a lien that has priority or may attain priority over this Security Instrument; (II) appearing in court; and (III) paying: (A) reasonable attorneys' fees and costs; (B) property inspection and valuation fees; and (C) other fees incurred for the purpose of protecting Lender's 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, exterior and interior inspections of the Property, entering the Property to make repairs, changing locks, replacing or boarding up doors and windows, draining water from pipes, eliminating building or other code violations or dangerous conditions, and having utilities turned on or off. Although Lender may take action under this Section 9, Lender is not required to do so and is not under any duty or obligation to do so. Lender will not be liable for not taking any or all actions authorized under this Section 9.

(b) Avoiding Foreclosure; Mitigating Losses. If Borrower is in Default, Lender may work with Borrower to avoid foreclosure and/or mitigate Lender's potential losses, but is not obligated to do so unless required by Applicable Law. Lender may take reasonable actions to evaluate Borrower for available alternatives to foreclosure, including, but not limited to, obtaining credit reports, title reports, title insurance, property valuations, subordination agreements, and third-party approvals. Borrower authorizes and consents to these actions. Any costs associated with such loss mitigation activities may be paid by Lender and recovered from Borrower as described below in Section 9(c), unless prohibited by Applicable Law.

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

(d) Leasehold Terms. If this Security Instrument is on a leasehold, Borrower will comply with all the provisions of the lease. Borrower will not surrender the leasehold estate and interests conveyed or terminate or cancel the ground lease. Borrower will not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title will not merge unless Lender agrees to the merger in writing.

10. Assignment of Rents.

(a) Assignment of Rents. If the Property is leased to, used by, or occupied by a third party ("Tenant"), Borrower is unconditionally assigning and transferring to Lender any Rents, regardless of to whom the Rents are payable. Borrower authorizes Lender to collect the Rents, and agrees that each Tenant will pay the Rents to Lender. However, Borrower will receive the Rents until (i) Lender has given Borrower notice of Default pursuant to Section 26, and (ii) Lender has given notice to the Tenant that the Rents are to be paid to Lender. This Section 10 constitutes an absolute assignment and not an assignment for additional security only.

(b) Notice of Default. If Lender gives notice of Default to Borrower: (i) all Rents received by Borrower must be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender will be entitled to collect and receive all of the Rents; (iii) Borrower agrees to instruct each Tenant that Tenant is to pay all Rents due and unpaid to Lender upon Lender's written demand to the Tenant; (iv) Borrower will ensure that each Tenant pays all Rents due to Lender and will take whatever action is necessary to collect such Rents if not paid to Lender; (v) unless Applicable Law provides otherwise, all Rents collected by Lender will be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, reasonable attorneys' fees and costs, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments, and other charges on the Property, and then to any other sums secured by this Security Instrument; (vi) Lender, or any judicially appointed receiver, will be liable to account for only those Rents actually received; and (vii) Lender will be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

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(c) **Funds Paid by Lender.** If the Rents are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents, any funds paid by Lender for such purposes will become indebtedness of Borrower to Lender secured by this Security Instrument pursuant to Section 9.

(d) Limitation on Collection of Rents. Borrower may not collect any of the Rents more than one month in advance of the time when the Rents become due, except for security or similar deposits.

(e) **No Other Assignment of Rents.** Borrower represents, warrants, covenants, and agrees that Borrower has not signed any prior assignment of the Rents, will not make any further assignment of the Rents, and has not performed, and will not perform, any act that could prevent Lender from exercising its rights under this Security Instrument.

(f) **Control and Maintenance of the Property.** Unless required by Applicable Law, Lender, or a receiver appointed under Applicable Law, is not obligated to enter upon, take control of, or maintain the Property before or after giving notice of Default to Borrower. However, Lender, or a receiver appointed under Applicable Law, may do so at any time when Borrower is in Default, subject to Applicable Law.

(g) Additional Provisions. Any application of the Rents will not cure or waive any Default or invalidate any other right or remedy of Lender. This Section 10 does not relieve Borrower of Borrower's obligations under Section 6.

This Section 10 will terminate when all the sums secured by this Security Instrument are paid in full.

11. Mortgage Insurance.

(a) **Payment of Premiums; Substitution of Policy; Loss Reserve; Protection of Lender.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower will pay the premiums required to maintain the Mortgage Insurance in effect. If Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, and (i) the Mortgage Insurance coverage required by Lender ceases for any reason to be available from the mortgage insurer that previously provided such insurance, or (ii) Lender determines in its sole discretion that such mortgage insurer is no longer eligible to provide the Mortgage Insurance coverage required by Lender, Borrower will 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 will 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 will be non-refundable, even when the Loan is paid in full, and Lender will not be required to pay Borrower any interest or earnings on such loss reserve.

Lender will 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 will 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 11 affects Borrower's obligation to pay interest at the Note rate.

(b) **Mortgage Insurance Agreements.** Mortgage Insurance reimburses Lender for certain losses Lender may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance policy or coverage.

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 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, 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. Any such agreements will not: (i) affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan; (ii) increase the amount Borrower will owe for Mortgage Insurance; (iii) entitle Borrower to any refund; or (iv) affect the rights Borrower has, if any, with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 (12 U.S.C. § 4901 *et seq.*), as it may be amended from time to time, or any additional or successor federal legislation or regulation that governs the same subject matter ("HPA"). These rights under the HPA 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.

12. Assignment and Application of Miscellaneous Proceeds; Forfeiture.

(a) **Assignment of Miscellaneous Proceeds.** Borrower is unconditionally assigning the right to receive all Miscellaneous Proceeds to Lender and agrees that such amounts will be paid to Lender.

(b) Application of Miscellaneous Proceeds upon Damage to Property. If the Property is damaged, any Miscellaneous Proceeds will be applied to restoration or repair of the Property, if Lender deems the restoration or repair to be economically feasible and Lender's security will not be lessened by such restoration or repair. During such repair and restoration period Lender will have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect the Property to ensure the work has been completed to Lender's satisfaction (which may include satisfying Lender's minimum eligibility requirements for persons repairing the Property, including, but not limited to, licensing, bond, and insurance requirements) provided that such inspection must 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, depending on the size of the repair or restoration, the terms of the repair agreement, and whether Borrower is in Default on the Loan. Lender may make such disbursements directly to Borrower, to the person repairing or restoring the Property, or payable jointly to both. Unless Lender and Borrower agree in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender will not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If Lender deems the restoration or repair not to be economically feasible or Lender's security would be lessened by such restoration or repair, the Miscellaneous Proceeds will 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 will be applied in the order that Partial Payments are applied in Section 2(b).

(c) Application of Miscellaneous Proceeds upon Condemnation, Destruction, or Loss in Value of the Property. In the event of a total taking, destruction, or loss in value of the Property, all of the Miscellaneous Proceeds will 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 (each, a "Partial Devaluation") where the fair market value of the Property immediately before the Partial Devaluation is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the Partial Devaluation, a percentage of the Miscellaneous Proceeds will be applied to the sums secured by this Security Instrument unless Borrower and Lender otherwise agree in writing. The amount of the Miscellaneous Proceeds that will be so applied is determined by multiplying the total amount of the Miscellaneous Proceeds by a percentage calculated by taking (i) the total amount of the sums secured immediately before the Partial Devaluation, and dividing it by (ii) the fair market value of the Property immediately before the Partial Devaluation. Any balance of the Miscellaneous Proceeds will be paid to Borrower.

In the event of a Partial Devaluation where the fair market value of the Property immediately before the Partial Devaluation is less than the amount of the sums secured immediately before the Partial Devaluation, all of the Miscellaneous Proceeds will be applied to the sums secured by this Security Instrument, whether or not the sums are then due, unless Borrower and Lender otherwise agree in writing.

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

(e) Proceeding Affecting Lender's Interest in the Property. Borrower will be in Default if any action or proceeding begins, whether civil or criminal, 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 20, 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. Borrower is unconditionally assigning to Lender the proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property, which proceeds will be paid to Lender. All Miscellaneous Proceeds that are not applied to restoration or repair of the Property will be applied in the order that Partial Payments are applied in Section 2(b).

13. Borrower Not Released; Forbearance by Lender Not a Waiver. Borrower or any Successor in Interest of Borrower will not be released from liability under this Security Instrument if Lender extends the time for payment or modifies the amortization of the sums secured by this Security Instrument. Lender will 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, will not be a waiver of, or preclude the exercise of, any right or remedy by Lender.

14. Joint and Several Liability; Signatories; Successors and Assigns Bound. Borrower's obligations and liability under this Security Instrument will be joint and several. However, any Borrower who signs this Security Instrument but does not sign the Note: (a) signs this Security Instrument to mortgage, grant, and convey such Borrower's interest in the Property under the terms of this Security Instrument; (b) signs this Security Instrument to waive any applicable inchoate rights such as dower and curtesy and any available homestead exemptions; (c) signs this Security Instrument to assign any Miscellaneous Proceeds, Rents, or other earnings from the Property to Lender; (d) is not personally obligated to pay the sums due under the Note or this Security Instrument; and (e) agrees that Lender and any other Borrower can agree to extend, modify, forbear, or make any accommodations with regard to the terms of the Note or this Security Instrument without such Borrower's consent and without affecting such Borrower's obligations under this Security Instrument.

Subject to the provisions of Section 19, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, will obtain all of Borrower's rights, obligations, and benefits under this Security Instrument. Borrower will not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing.

15. Loan Charges.

(a) Tax and Flood Determination Fees. Lender may require Borrower to pay (i) a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan, and (ii) 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 that reasonably might affect such determination or certification. Borrower will also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency, or any successor agency, at any time during the Loan term, in connection with any flood zone determinations.

(b) Default Charges. If permitted under Applicable Law, Lender may charge Borrower fees for services performed in connection with Borrower's Default to protect Lender's interest in the Property and rights under this Security Instrument, including: (i) reasonable attorneys' fees and costs; (ii) property inspection, valuation, mediation, and loss mitigation fees; and (iii) other related fees.

(c) Permissibility of Fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower should 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.

(d) Savings Clause. If Applicable Law 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 (i) any such loan charge will be reduced by the amount necessary to reduce the charge to the permitted limit, and (ii) 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). To the extent permitted by Applicable Law, 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.

Initials: *[Handwritten initials]* 07/2021 (rev. 01/24)

16. Notices; Borrower's Physical Address. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing.

(a) Notices to Borrower. Unless Applicable Law requires a different method, any written notice to Borrower in connection with this Security Instrument will be deemed to have been given to Borrower when (i) mailed by first class mail, or (ii) actually delivered to Borrower's Notice Address (as defined in Section 16(c) below) if sent by means other than first class mail or Electronic Communication (as defined in Section 16(b) below). Notice to any one Borrower will constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. If any notice to Borrower required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

(b) Electronic Notice to Borrower. Unless another delivery method is required by Applicable Law, Lender may provide notice to Borrower by e-mail or other electronic communication ("Electronic Communication") if: (i) agreed to by Lender and Borrower in writing; (ii) Borrower has provided Lender with Borrower's e-mail or other electronic address ("Electronic Address"); (iii) Lender provides Borrower with the option to receive notices by first class mail or by other non-Electronic Communication instead of by Electronic Communication; and (iv) Lender otherwise complies with Applicable Law. Any notice to Borrower sent by Electronic Communication in connection with this Security Instrument will be deemed to have been given to Borrower when sent unless Lender becomes aware that such notice is not delivered. If Lender becomes aware that any notice sent by Electronic Communication is not delivered, Lender will resend such communication to Borrower by first class mail or by other non-Electronic Communication. Borrower may withdraw the agreement to receive Electronic Communications from Lender at any time by providing written notice to Lender of Borrower's withdrawal of such agreement.

(c) Borrower's Notice Address. The address to which Lender will send Borrower notice ("Notice Address") will be the Property Address unless Borrower has designated a different address by written notice to Lender. If Lender and Borrower have agreed that notice may be given by Electronic Communication, then Borrower may designate an Electronic Address as Notice Address. Borrower will promptly notify Lender of Borrower's change of Notice Address, including any changes to Borrower's Electronic Address if designated as Notice Address. If Lender specifies a procedure for reporting Borrower's change of Notice Address, then Borrower will report a change of Notice Address only through that specified procedure.

(d) Notices to Lender. Any notice to Lender will be given by delivering it or by mailing it by first class mail to Lender's address stated in this Security Instrument unless Lender has designated another address (including an Electronic Address) by notice to Borrower. Any notice in connection with this Security Instrument will be deemed to have been given to Lender only when actually received by Lender at Lender's designated address (which may include an Electronic Address). If any notice to Lender required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

(e) Borrower's Physical Address. In addition to the designated Notice Address, Borrower will provide Lender with the address where Borrower physically resides, if different from the Property Address, and notify Lender whenever this address changes.

17. Governing Law; Severability; Rules of Construction. This Security Instrument is governed by federal law and the law of the State of Texas. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. If any provision of this Security Instrument or the Note conflicts with Applicable Law (i) such conflict will not affect other provisions of this Security Instrument or the Note that can be given effect without the conflicting provision, and (ii) such conflicting provision, to the extent possible, will be considered modified to comply with Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence should not be construed as a prohibition against agreement by contract. Any action required under this Security Instrument to be made in accordance with Applicable Law is to be made in accordance with the Applicable Law in effect at the time the action is undertaken.

As used in this Security Instrument: (a) words in the singular will mean and include the plural and vice versa; (b) the word "may" gives sole discretion without any obligation to take any action; (c) any reference to "Section" in this document refers to Sections contained in this Security Instrument unless otherwise noted; and (d) the headings and captions are inserted for convenience of reference and do not define, limit, or describe the scope or intent of this Security Instrument or any particular Section, paragraph, or provision.

18. Borrower's Copy. One Borrower will be given one copy of the Note and of this Security Instrument.

19. Transfer of the Property or a Beneficial Interest in Borrower. For purposes of this Section 19 only, "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 to a purchaser at a future date.

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, Lender will not exercise this option if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender will give Borrower notice of acceleration. The notice will provide a period of not less than 30 days from the date the notice is given in accordance with Section 16 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to, or upon, the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower and will be entitled to collect all expenses incurred in pursuing such remedies, including, but not limited to: (a) reasonable attorneys' fees and costs; (b) property inspection and valuation fees; and (c) other fees incurred to protect Lender's Interest in the Property and/or rights under this Security Instrument.

20. Borrower's Right to Reinstate the Loan after Acceleration. If Borrower meets certain conditions, Borrower will have the right to reinstate the Loan and have enforcement of this Security Instrument discontinued at any time up to the later of (a) five days before any foreclosure sale of the Property, or (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate. This right to reinstate will not apply in the case of acceleration under Section 19.

To reinstate the Loan, Borrower must satisfy all of the following conditions: (aa) pay Lender all sums that then would be due under this Security Instrument and the Note as if no acceleration had occurred; (bb) cure any Default of any other covenants or agreements under this Security Instrument or the Note; (cc) pay all expenses incurred in enforcing

Initials: 

Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms as selected by Lender: (aaa) cash; (bbb) money order; (ccc) 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 U.S. federal agency, instrumentality, or entity; or (ddd) Electronic Fund Transfer. Upon Borrower's reinstatement of the Loan, this Security Instrument and obligations secured by this Security Instrument will remain fully effective as if no acceleration had occurred.

21. Sale of Note. The Note or a partial interest in the Note, together with this Security Instrument, may be sold or otherwise transferred one or more times. Upon such a sale or other transfer, all of Lender's rights and obligations under this Security Instrument will convey to Lender's successors and assigns.

22. Loan Servicer. Lender may take any action permitted under this Security Instrument through the Loan Servicer or other authorized representative, such as a sub-servicer. Borrower understands that the Loan Servicer or other authorized representative of Lender has the right and authority to take any such action.

The Loan Servicer may change one or more times during the term of the Note. The Loan Servicer may or may not be the holder of the Note. The Loan Servicer has the right and authority to: (a) collect Periodic Payments and any other amounts due under the Note and this Security Instrument; (b) perform any other mortgage loan servicing obligations; and (c) exercise any rights under the Note, this Security Instrument, and Applicable Law on behalf of Lender. 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.

23. Notice of Grievance. Until Borrower or Lender has notified the other party (in accordance with Section 16) of an alleged breach and afforded the other party a reasonable period after the giving of such notice to take corrective action, neither Borrower nor Lender may commence, join, or be joined to any judicial action (either as an individual litigant or a member of a class) that (a) arises from the other party's actions pursuant to this Security Instrument or the Note, or (b) alleges that the other party has breached any provision of this Security Instrument or the Note. If Applicable Law provides a time period that must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this Section 23. The notice of Default given to Borrower pursuant to Section 26(a) and the notice of acceleration given to Borrower pursuant to Section 19 will be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 23.

(a) Definitions. As used in this Section 24: (i) "Environmental Law" means any Applicable Laws where the Property is located that relate to health, safety, or environmental protection; (ii) "Hazardous Substances" include (A) those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law, and (B) the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, corrosive materials or agents, and radioactive materials; (iii) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (iv) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

(b) **Restrictions on Use of Hazardous Substances.** Borrower will 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 will not do, nor allow anyone else to do, anything affecting the Property that: (i) violates Environmental Law; (ii) creates an Environmental Condition; or (iii) due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects or could adversely affect the value of the Property. The preceding two sentences will 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).

(c) **Notices; Remedial Actions.** Borrower will promptly give Lender written notice of: (i) 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; (ii) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release, or threat of release of any Hazardous Substance; and (iii) any condition caused by the presence, use, or release of a Hazardous Substance that 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 will promptly take all necessary remedial actions in accordance with Environmental Law. Nothing in this Security Instrument will create any obligation on Lender for an Environmental Cleanup.

25. Electronic Note Signed with Borrower's Electronic Signature. If the Note evidencing the debt for this Loan is electronic, Borrower acknowledges and represents to Lender that Borrower: (a) expressly consented and intended to sign the electronic Note using an Electronic Signature adopted by Borrower ("Borrower's Electronic Signature") instead of signing a paper Note with Borrower's written pen and ink signature; (b) did not withdraw Borrower's express consent to sign the electronic Note using Borrower's Electronic Signature; (c) understood that by signing the electronic Note using Borrower's Electronic Signature, Borrower promised to pay the debt evidenced by the electronic Note in accordance with its terms; and (d) signed the electronic Note with Borrower's Electronic Signature with the intent and understanding that by doing so, Borrower promised to pay the debt evidenced by the electronic Note in accordance with its terms.

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

26. Acceleration; Remedies.
(a) Notice of Default. Lender will give a notice of Default to Borrower prior to acceleration following Borrower's Default, except that such notice of Default will not be sent when Lender exercises its right under Section 19 unless Applicable Law provides otherwise. The notice will specify, in addition to any other information required by Applicable Law: (i) the Default; (ii) the action required to cure the Default; (iii) a date, not less than 30 days (or as otherwise specified by Applicable Law) from the date the notice is given to Borrower, by which the Default must be cured; (iv) that failure to cure

the Default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property; (v) Borrower's right to reinstate after acceleration; and (vi) Borrower's right to bring a court action to deny the existence of a Default or to assert any other defense of Borrower to acceleration and sale.

(b) Acceleration; Power of Sale; Expenses. If the Default is not cured on or before the date specified in the notice, Lender 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 will be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 26, including, but not limited to: (i) reasonable attorneys' fees and costs; (ii) property inspection and valuation fees; and (iii) other fees incurred to protect Lender's interest in the Property and/or rights under this Security Instrument.

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

(d) Trustee's Deed; Proceeds of Sale. Trustee will deliver to the purchaser a 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 will be prima facie evidence of the truth of the statements made in that deed. Trustee will apply the proceeds of the sale in the following order: (i) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees and costs; (ii) to all sums secured by this Security Instrument; and (iii) any excess to the person or persons legally entitled to it.

If the Property is sold pursuant to this Section 26, Borrower or any person holding possession of the Property through Borrower will immediately surrender possession of the Property to the purchaser at that sale. If possession is not surrendered, Borrower or such person will be a Tenant at sufferance and may be removed by writ of possession or other court proceeding.

(e) Waiver of Deficiency Statute. To the maximum extent permitted by Applicable Law, Borrower waives all rights, remedies, claims, and defenses based upon or related to Sections 51.003, 51.004, and 51.005 of the Texas Property Code.

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

28. 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, itself or through the Loan Servicer, 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 will become vested with the rights, title, remedies, powers, and duties conferred upon Trustee in this Security Instrument and by Applicable Law.

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

29. 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 will 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 of said liens or debts upon payment, or the lien established by this Security Instrument is held to be invalid. Borrower agrees that any statute of limitations related to a cause of action or right to foreclose based on such subrogated rights, superior title, liens, and equities are tolled to the extent necessary until, at the earliest, a final adjudication by a court of last resort that the lien established by this Security Instrument is invalid. Borrower further agrees that Lender will have the same rights and powers provided in Section 26 in connection with any such subrogated rights, superior title, liens, and equities as Lender has in connection with the lien established by this Security Instrument.

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

31. Waiver of Consequential, Punitive, and Speculative Damages. Lender and Borrower agree that, in connection with any action, suit, or proceeding relating to or arising out of this Security Instrument or any of the other Loan documents, each mutually waives to the fullest extent permitted by Applicable Law any claim for consequential, punitive, or speculative damages.

32. 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.

Initials: *[Handwritten Signature]* 07/2021 (rev. 01/24)

LOAN #: 400225109276858

Lender: Mortgage Research Center, LLC dba Veterans United Home Loans
NMLS ID: 1907
Loan Originator: Jordan Showalter
NMLS ID: 1990172

Initials: *JM* *JM by JM AS HLL AGENT*

07/2021 (rev. 01/24)

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05/15/2025 11:43 AM PST

☐ **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.

33. 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 33.

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

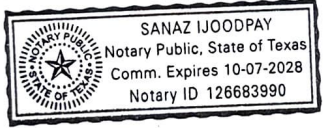
JONATHON MCCOY 5/15/25 (Seal)
DATE

JESSE MCCOY, BY JONATHON MCCOY AS HIS/HER AGENT 5/15/25 (Seal)
DATE

State of Texas
County of COMAL

This instrument was acknowledged before me on May 15, 2025 (date) by JONATHON MCCOY.

(Personalized Seal)

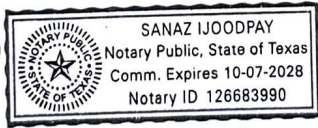


[Signature]
Notary Public's Signature

State of Texas
County of COMAL

This instrument was acknowledged before me on May 15, 2025 (date) by JESSE MCCOY, BY JONATHON MCCOY AS HIS/HER AGENT.

(Personalized Seal)



[Signature]
Notary Public's Signature



COMAL COUNTY
ENGINEER'S OFFICE

**OSSF DEVELOPMENT APPLICATION
CHECKLIST**

Staff will complete shaded items

		118803
Date Received	Initials	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.



Signature of Applicant

___ COMPLETE APPLICATION

Check No. _____ Receipt No. _____

6/30/25 6/30/25

Date

INCOMPLETE APPLICATION
(Missing Items Circled, Application Refused)