Comal County Environmental Health
OSSF Inspection Sheet

Installer Name: Aerobic Services **OSSF Installer #:** OS0024597

1st Inspection Date: 10/23/25 **2nd Inspection Date:** _____ **3rd Inspection Date:** _____

Inspector Name: Corey Allen **Inspector Name:** _____ **Inspector Name:** _____

Permit#: 118967 **Address:** 1941 FM 306

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	X	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)		X		
2	SITE AND SOIL CONDITIONS & SETBACK DISTANCES Setback Distances Meet Minimum Standards	X	285.91(10) 285.30(b)(4) 285.31(d)		X		
3	SEWER PIPE Proper Type Pipe from Structure to Disposal System (Cast Iron, Ductile Iron, Sch. 40, SDR 26)	X	285.32(a)(1)		X		
4	SEWER PIPE Slope from the Sewer to the Tank at least 1/8 Inch Per Foot	X	285.32(a)(3)		X		
5	SEWER PIPE Two Way Sanitary - Type Cleanout Properly Installed (Add. C/O Every 100' &/or 90 degree bends)	X	285.32(a)(5)		X		
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 SingleTank, 2Compartments Provided withBaffle SEPTIC TANK Inlet Flowline Greater than3" and " T " Provided on Inlet and OutletSEPTIC TANK Septic Tank(s) MeetMinimum Requirements		285.32(b)(1) (E)285.91(2)285.32(b)(1) (F)285.32(b)(1)(E) (iii)285.32(b)(1)(E)(ii) (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	X	285.32(b)(1)(F) 285.32(b)(1)(G) 285.34(b)		X		
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 providedSEPTIC TANK Riser permanently fastened to lid or cast into tank SEPTIC TANK Riser cap protected against unauthorized intrusions		285.38(d) 285.38(e)				
12	SEPTIC TANK Tank Volume Installed			3000 6000 EQ			
13	PUMP TANK Volume Installed			2*3000			
14	AEROBIC TREATMENT UNIT Size Installed	X		4*1500	X		
15	AEROBIC TREATMENT UNIT Manufacturer AEROBIC TREATMENT UNIT Model Number	X X			X X		
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 Drip Irrigation	X	285.33(c)(3)(A)-(F)		X		

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.	X	285.32(c)(1)		X		
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	X X X			X X X		
35	AEROBIC TREATMENT UNIT Chlorinator Properly Installed with Chlorine Tablets in Place.	X			X		
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	X					

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?	X	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	X X	285.33(d)(2)(G) (i)285.33(d)(2) (A)285.33(d)(2)(F)				
42	APPLICATION AREA Area Installed	X					
43	PUMP TANK Meets Minimum Reserve Capacity Requirements						
44	PUMP TANK Material Type & Manufacturer						
45	PUMP TANK Type/Size of Pump Installed						

Special Permit Conditions on Next Page

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:	118967
Issued This Date:	09/24/2025
This permit is hereby given to:	RIVERS EDGE AT GRUNE, L.P[.

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

1941 FM 306
NEW BRAUNFELS, TX 78132

Subdivision:	ALANSON P. FUQUA S#35, A-155
Unit:	0
Lot:	0
Block:	0
Acreage:	14.1200

APPROVED MINIMUM SIZES AS PER ATTACHED DESIGN

Type of System: Aerobic
Drip 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.

RE: 1941 FM 306
Tract # 1.

TAC 285.3(a)(4)
Special Permit Conditions for Permit 118967

As a condition of the License to Operate, Comal County Environmental Health Office will require the following:

1. An update on the structures built and connected to the Onsite Sewage Facility (OSSF) every 6 months. There shall be no more than 13 structures in total. If there is new development connected to the OSSF, the following will need to be submitted to our office for review:
    a. A new signed and dated application stating the total number of structures on the property (new and existing)
    b. A new site plan:
        i. Showing the new and existing structure(s).
        ii. Showing the number of bedrooms in each structure.
        iii. Showing the actual square feet of living space in each structure.
2. The permitted flow rate shall not exceed 5000 gallons per day (GPD) combined.
    a. (ex. 13 structures, 5-bedrooms, less than 4500 square feet.

The License to Operate (LTO) will be void and a new permit must be obtained if any if the above conditions are not met.

RECEIVED
By Kathy Griffin at 10:06 am, Aug 25, 2025

TRACT 1

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 April 30, 2025 Permit Number 118967

1. APPLICANT / AGENT INFORMATION

Owner Name	RIVERS EDGE AT GRUENE, L.P.	Agent Name	GREG W. JOHNSON, P.E.
Mailing Address	6 GRUENE WALD	Agent Address	170 HOLLOW OAK
City, State, Zip	NEW BRAUNFELS, TX 78130	City, State, Zip	NEW BRAUNFELS, TX 78132
Phone #	(512) 466-6695	Phone #	830-905-2778
Email	clint@regallanddevelopment.com	Email	gregjohnsonpe@ yahoo.com

2. LOCATION

Subdivision Name _____ Unit _____ Lot _____ Block _____

Survey Name / Abstract Number ALANSON P. FUQUAY SURVEY #35 A-155 Acreage 14.119

Address 1941 FM 306 City NEW BRAUNFELS State TX Zip 78132

3. TYPE OF DEVELOPMENT

☐ Single Family Residential

Type of Construction (House, Mobile, RV, Etc.) _____

Number of Bedrooms _____

Indicate Sq Ft of Living Area _____

☒ 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 14 CONDOMINIUMS

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 UPTO 13 FIVE BEDROOM <4500s + 1 FOUR BEDROOM <3500sf

Estimated Cost of Construction: $ 10,000,000 (Structure Only)

Is any portion of the proposed OSSF located in the United States Army Corps of Engineers (USACE) flowage easement?

☐ Yes ☒ No (If yes, owner must provide approval from USACE for proposed OSSF improvements within the USACE flowage easement)

Source of Water ☒ Public ☐ Private Well ☐ Public Well ☐ Rainwater Collection

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 _____ Date 4/30/25

Revised January 2021

COMAL COUNTY
ENGINEER'S OFFICE

ON-SITE SEWAGE FACILITY APPLICATION

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

Planning Materials & Site Evaluation as Required Completed By GREG W. JOHNSON, P.E.

System Description PROPRIETARY; AEROBIC TREATMENT AND DRIP TUBING

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

Tank Size(s) (Gallons) 3000 TRASH/6000 EQ / 4-1500 ATU'S/6000 GAL PUMP **Absorption/Application Area (Sq Ft)** 25,200

Gallons Per Day (As Per TCEQ Table III) 5000

(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 P.E. or R.S. 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: _____

FIRM #2585

By signing this application, I certify that:
- The information provided above is true and correct to the best of my knowledge.
- I affirmatively consent to the online posting/public release of my e-mail address associated with this permit application, as applicable

Signature of Designer

August 22, 2025
Date

Greg W. Johnson, P.E.
170 Hollow Oak
New Braunfels, Texas 78132
830/905-2778

August 22, 2025

Comal County Office of Environmental Health
195 David Jonas Drive
New Braunfels, Texas 78132-3760

RE- SEPTIC DESIGN
1941 FM 306
ALANSON P. FUQUAY SURVEY #35, A-155, BEING 14.119 AC
NEW BRAUNFELS, TX 78132
RIGER EDGE AT GRUENE, L.P.

Brandon /Brenda,

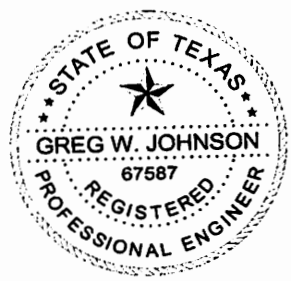
The referenced property is located within the Edwards Aquifer Recharge Zone. This OSSF design will comply with requirements in the WPAP.

Temporary erosion and sedimentation controls should be utilized as necessary prior to construction. If any sensitive feature (caves, solution cavities, sink holes, etc.) is discovered during construction, activities must be suspended immediately and the applicant or his agent must immediately notify the TCEQ Regional Office. After that operations can only proceed after the Executive Director approves required additional engineered impact plans.

Designed in accordance with Chapter 285, Subchapter D, §285.40,285.41, & 285.42, Texas Commission on Environmental Quality (Effective December 29, 2016).

08/22/25

Greg W. Johnson, P.E. No. 67587 / F#2585
170 Hollow Oak
New Braunfels, Texas 78132 - 830/905-2778



AFFIDAVIT

THE COUNTY OF COMAL
STATE OF TEXAS

CERTIFICATION OF OSSF REQUIRING MAINTENANCE

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

I

The Texas Health and Safety Code, Chapter 366 authorizes the Texas Commission on Environmental Quality (TCEQ) to regulate on-site sewage facilities (OSSFs). Additionally, the Texas Water Code (TWC), § 5.012 and § 5.013, gives the commission primary responsibility for implementing the laws of the State of Texas relating to water and adopting rules necessary to carry out its powers and duties under the TWC. The commission, under the authority of the TWC and the Texas Health and Safety code, requires owner's to provide notice to the public that certain types of OSSFs are located on specific pieces of property. To achieve this notice, the commission requires a recorded affidavit. Additionally, the owner must provide proof of the recording to the OSSF permitting authority. This recorded affidavit is not a representation or warranty by the commission of the suitability of this OSSF, nor does it constitute any guarantee by the commission that the appropriate OSSF was installed.

II

An OSSF requiring a maintenance contract, according to 30 Texas Administrative Code §285.91(12) will be installed on the property described as (insert legal description):

_____ UNIT/PHASE/SECTION _____ BLOCK _____ LOT _____ SUBDIVISION

14.119 TRACT 1

IF NOT IN SUBDIVISION: ~~14.375~~ ACREAGE ALANSON P. FUQUAY SURVEY #35 A-155 SURVEY

The property is owned by (insert owner's full name): RIVERS EDGE AT GRUENE, L.P.

This OSSF must be covered by a continuous maintenance contract for the first two years. After the initial two-year service policy, the owner of an aerobic treatment system for a single family residence shall either obtain a maintenance contract within 30 days or maintain the system personally.

Upon sale or transfer of the above-described property, the permit for the OSSF shall be transferred to the buyer or new owner. A copy of the planning materials for the OSSF can be obtained from the Comal County Engineer's Office.

WITNESS BY HAND(S) ON THIS 30TH DAY OF April ,20 25

Owner(s) signature(s)

Clint Jones - MANAGER
Owner (s) Printed name (s)

Clint Jones SWORN TO AND SUBSCRIBED BEFORE ME ON THIS 30 DAY OF APRIL ,20 25

Notary Public Signature

KRISTINA D TRIPP
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 09/13/25
NOTARY ID 1104690-4

Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
08/07/2025 12:59:48 PM
TAMMY 1 Pages(s)
202506025131

Bobbie Koepp

Docusign Envelope ID: BD651682-D8AD-46F8-99CA-75314BB7047D

Maintenance Service Provider
15188 FM 306
Canyon Lake, TX 78133
Office (830)964-2365

AEROBIC SERVICES

SERVICE ADDRESS	*Installer*	*TERM*
1941 FM 306 New Braunfels.-14.119 ac	ASST	2 year

Routine Maintenance and Inspection Agreement

This Work for Hire Agreement (hereinafter referred to as this "Agreement") is entered into by and between River Edge at Gruene L.P.; (referred to as "Client") and Aerobic Services of South Texas (Thomas W. Hampton MP349) (hereinafter referred to as "Contractor") are located at 15188 FM 306 Canyon Lake, Texas 78133 (830) 964-2365. 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 contract will provide for all required inspections, testing, and service for your Aerobic Treatment System. The policy will include the following:

1. 3 inspections a year (at least once every 4 months), this includes inspections of the entire aerobic system, adjustment, and servicing of the mechanical, electrical, and other applicable parts to ensure proper function. This includes inspecting the control panel, air pumps, air filters, and diffuser operation. Any alarm situation affecting the proper function of the Aerobic process will be addressed within a 48-hour time frame. Repair work on non-warranty parts will include price for parts & labor. The prices will be quoted before work is performed.

2. An effluent quality inspection consisting of a visual check for 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, that cannot be corrected during the service visit, you will be notified immediately in writing of the conditions and estimated date of correction.

4. If the system is a spray field application the Property Owner will be responsible for the chlorine. The chlorine must be filled before or during the service visit. Aerobic systems with a drip field do not require chlorine.

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 be covered by this policy. BOD and TSS testing is covered by this contract.

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

ACCESS BY CONTRACTOR

The Contractor or anyone authorized by the Contractor may enter the property at reasonable times without prior notice for the above-described Services. The contractor may access the System components including the tanks through excavation for evaluations if necessary. Soil is to be replaced with the excavated material as best as possible.

Termination of Agreement

Either party may terminate this agreement within ten days with a written notice in the event of substantial failure to perform under its terms by the other party without fault of the terminating party. If this Agreement is so terminated, the Contractor will immediately notify the appropriate health authority of the termination.

Docusign Envelope ID: BD651682-D8AD-46F8-99CA-75314BB7047D

Limit of Liability
In no event shall the Contractor be liable for indirect, consequential, incidental, or punitive damages, whether in contract tort 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.

Dispute Resolution
If a dispute between the Client and the Contractor arises that cannot be settled in good faith negotiations then the parties shall choose a mutually acceptable mediator and shall share the cost of the mediation services equally.

Entire Agreement
This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement either oral or written.

Severability
If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

Property Owner
River Edge at Gruene L.P.

Name
Clint Jones

Email
clint@regallanddevelopment.com

Service Address
1941 FM 306
New Braunfels, TX 78132

Phone
512.466.6695

DocuSigned by:
Clint Jones
SIGNATURE

SERVICE PROVIDER

Aerobic Services of South Texas LLC.

15188 FM 306 Canyon Lake, TX 786133

(830) 964-2365

Signature of Service Provider and License #
[Thomas Hampton, OS0024597 / MP0000349]

EFFECTIVE DATE _

EXPIRED DATE_

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

An inspector will conduct a site visit on 9/19/25. more comments could follow.

ON-SITE SEWERAGE FACILITY
SOIL EVALUATION REPORT INFORMATION

Date Soil Survey Performed: **April 23, 2025**

Site Location: **TRACT 1 - 14.119 ACRES - SEE ATTACHED DEED**

Proposed Excavation Depth: **N/A**

Requirements:

At least two soil excavations must be performed on the site, at opposite ends of the proposed disposal area.
Locations of soil boring 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 excavation depth. For surface disposal, the surface horizon must be evaluated.
Describe each soil horizon and identify any restrictive features on the form. Indicate depths where features appear.

SOIL BORING NUMBER **SURFACE EVALUATION**

Depth (Feet)	Texture Class	Soil Texture	Gravel Analysis	Drainage (Mottles/ Water Table)	Restrictive Horizon	Observations
0 1 2 3 **30"** 4 5	**II**	**SANDY LOAM**	**N/A**	**NONE OBSERVED**	**LIMESTONE @ 30"**	**BROWN**

SOIL BORING NUMBER **SURFACE EVALUATION**

Depth (Feet)	Texture Class	Soil Texture	Gravel Analysis	Drainage (Mottles/ Water Table)	Restrictive Horizon	Observations
0 1 2 3 4 5	**SAME**		**AS**		**ABOVE**	

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

Greg W. Johnson, P.E. 67587-F2585, S.E. 11561

Date 04/23/25

OSSF SOIL EVALUATION REPORT INFORMATION

Date: April 23, 2025

Applicant Information:

Name: RIVERS EDGE at GRUENE, L.P.
Address: 6 GRUENE WALD
City: NEW BRAUNFELS State: TEXAS
Zip Code: 78130 Phone: (512) 466-6695

Site Evaluator Information:

Name: Greg W. Johnson, P.E., R.S, S.E. 11561
Address: 170 Hollow Oak
City: New Braunfels State: Texas
Zip Code: 78132 Phone & Fax (830)905-2778

Property Location:

Lot SEE BELOW Unit ____ Blk ____ Subd. ____
Street Address: 1941 F.M. 306
City: NEW BRAUNFELS Zip Code: 78132
Additional Info.: TRACT 1 -14.119 ACRES - SEE ATTACHED DEED

Installer Information:

Name: ____
Company: ____
Address: ____
City: ____ State: ____
Zip Code: ____ Phone ____

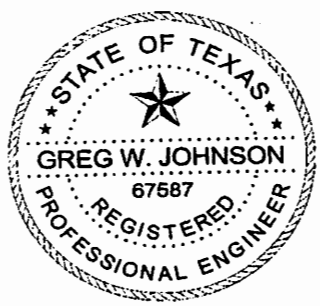
Topography: Slope within proposed disposal area: 8 %

Presence of 100 yr. Flood Zone:	YES X NO ___	
Existing or proposed water well in nearby area.	YES ___ NO X	
Presence of adjacent ponds, streams, water impoundments	YES X NO ___	>75' to RIVER
Presence of upper water shed	YES ___ NO X	
Organized sewage service available to lot	YES ___ NO X	

I HAVE PERFORMED A THOROUGH INVESTIGATION BEING A REGISTERED PROFESSIONAL ENGINEER AND SITE EVALUATOR IN ACCORDANCE WITH CHAPTER 285, SUBCHAPTER D, §285.30, & §285.40 (REGARDING RECHARGE FEATURES), TEXAS COMMISSION OF ENVIRONMENTAL QUALITY (EFFECTIVE DECEMBER 29, 2016).

GREG W. JOHNSON, P.E. 67587 - S.E. 11561

04/23/25
DATE



FIRM #2585

Preliminary Field Check For Drip Systems

OS0024597

Aerobic Services

Revised
Efrain Gallegos
09/23/2025 4:01:32 PM

#118967

AEROBIC TREATMENT
DRIP TUBING SYSTEM
DESIGNED FOR:
RIVERS EDGE AT GRUENE, L.P
6 GRUENE WALD
NEW BRAUNFELS, TX 78130

SITE DESCRIPTION:

Located in the Alanson P. Fuquay Survey #34, A-155, being 14.119 ac, at 1941 FM 306 (Tract 1), the proposed system will serve up to thirteen five bedroom condos (<4500sf) and one four bedroom condo (<3500sf), situated in an area with moderate depth Type II soils as described in the Soil Evaluation Report. Native grasses, and Live Oak trees were found throughout this property. An aerobic treatment plant with flow equalization utilizing drip irrigation was chosen as the most appropriate system to serve the conditions on this lot.

PROPOSED SYSTEM:

A plumber installed 3 or 4 inch SCH-40 pipe discharges from the condos to a 3000 gallon trash tank with standard inlet and outlet flow tees. Flow continues to a 6000 gallon Equalization tank (2-3000 tanks manifolded together). Flow equalization tank is fitted with dual Liberty LE40 effluent pumps controlled by a dual alternating control panel (Model RJR Alt-DT-LA) with manual reset and Omron H3CR-F cycle timer and elapsed time meter and cycle timers with NEMA rating of 4X. Flow is controlled by ball valve on a 2" SCH-40 manifold and a bypass valve in the EQ tank at 13.9 gpm (3.5 gpm per ATU) for fifteen minutes each hour. Tank is fitted with a HiBlow HP200 aerator and 4-Thomas air diffusers (see tank profile). On a float switch set at 24" in the tank. Effluent continues to 4-1500 NuWater B-1500, 1500 gpd aerobic plants equally. Flow is controlled by ball valves on a 2" SCH-40 manifold. After aerobic treatment flow continues to a 3000 gallon pump. Tank is fitted with dual pumps. The well pumps are activated by a dual alternating controller (Model RJR Alt-#ATU-2A) distributing to each zone four times per day with an 20 minute run time using a Omron H3CR-F cycle timer. Distribution from each pump is through a pressure regulator, (Senninger Model PMR40HF), to maintain pressure at 40 psi, then to a self flushing 100 micron Arkal 1.5" Super Filter, disk filter, Netafim 1.5" WM-150 flow meter and then to a 1.25" Sch-40 PVC to low voltage irrigation control valves operated by electronic controller (K-Rain ProSeries 150 control valves) in field using an using an Omron H3CR-F cycle timer to cycle to a new zone every two hours for 13 minutes alternating between seven zones. Check valves on the return manifold are required to prevent backflow in the resting zones. A high level audible and visual alarm with manual reset will activate should the pump fail and initiate the next resting pump. A 1.25" SCH-40 return line is installed to continuously flush the system to the pump tank by throttling a 1.25" ball valve. Vacuum breakers installed at the highest point on each manifold will prevent siphoning of effluent from higher to lower parts of the field. Check valves on the return line on each field will prevent the pressuring of resting zone. Prior to installing drip field will be trenched in to approximately 12". Entire field will be heavily seeded for just sodded with grass. **Risers are required on tank inspection ports as per 30 TAC 285.38 (9/1/2023). This includes access limitation (<65lbs lid or hardware secured**

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Efrain Gallegos
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lid), inspection and cleanout ports shall have risers over the port openings which extend to a minimum of two inches above grade. A secondary plug, cap, or other suitable restraint system shall be provided below the riser cap to prevent tank entry if the cap is unknowingly damaged or removed..

DESIGN SPECIFICATIONS:
Daily flow:4980 gpd 13 - five bedroom (<4500 sf.) Living & 1 four bedroom (<3500 sf)
Design Rate: 5000 gpd w/ residential strength expected 300 mg/ltr BOD5
BOD5 @ 5000 gpd @ 300 mg/l x 8.34 #/gal / 1,000,000 = 12.5 lbs BOD5
NuWater B-1500 ATU each reduce 4.5#BOD5 x 4 = 18#BOD5 > 12.5#BOD5 required
Pretreatment tank size: 3000 Gal
Equalization tank: 6000 gal w/ dual effluent pumps Liberty LE40 0.4hp or equiv. fitted with HiBlow HP200 aerator and 4 Thomas air diffusers (Cn
Controls: Model RJR Alt-#ATU-2A Dual alternating control panel w/ NEMA rating of 4X w/ manual reset & Omron H3CR-F cycle timer or equivalent, also controls air pump on EQ tank
Plant Size: 4- NuWater B-1500 1500gpd Aerobic Units TCEQ/NSF approved
Pump tank size: 6000 Gal with dual pumps
Pump requirement: 2-Ashland CPM 20+ - 0.5hp 20 gpm
requiring 9.15 gpm @ up to 40 psi & up to18.3 gpm during flushing
Filter: Arkal 1.5" Super Filter100 micron disk filter
Low Voltage Control Valves : K-Rain ProSeries 150 control valves
Flow Meters : Netafim WM-150 1.5" on both supply and return manifolds or equivalent
Reserve capacity after High Level: 384 Gal (>4hrs flow Req'd)
Application Rate: Ra = 0.25 gal/sf
Total absorption area: Q/Ra = 5000 GPD/0.25= 20,000 sf. (Actual 25,200sf.)
Total linear feet drip tubing: 12,600' ***Netifim Bioline*** drip tubing .61 GPH
Total Zones: 7 Zones w 1800' per zone
Pump requirement: 1800' Netifim w/ 900 emitters per zone @ 0.61 gph @ 40 psi = 9.15 gpm with 18.3gpm during flushing with up to 40' head /10 psi (friction loss and elevation)

MINIMUM SCOUR VELOCITY (**MSV**) > 2 FPS
IN DRIP TUBING W/ NOM. DIA. 0.55" ID
MSV = 2 FPS (Πd↑2)/4*7.48 gal/cf*60 sec/min
MSV = 2(3.14159((.55/12)↑2)/4)*7.48*60
MSV = 1.5 gpm PER LINE *(6) LINES = 9 GPM MIN FLOW RATE

IN RETURN MANIFOLD W/ NOM. DIA 1.25" ID
MSV = 2 FPS (Πd↑2)/4*7.48 gal/cf*60 sec/min
MSV = 2(3.14159((1.36/12)↑2)/4)*7.48*60
MSV = 9.05 GPM

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NOTES

- A continuous maintenance contract is required to be maintained on this septic system with a minimum of service visits every three months. Each visit will require checking aerators & air diffusers, sewage and effluent pumps and dual alternating control panels and alarms for proper function. Field flush each zone and clean each of the Arkal Disc filters. Inspect each tank with sludge judge to determine if tanks requires pumping.
- BOD5 samples need to be completed at three months and at nine months after License to Operate is issued.
- Septic system requires periodic pumping each one to five years depending on usage.
- Construction material, specifications and all construction methods shall conform to the requirements set forth in the construction standards for on-site sewage facilities from TCEQ.
- The installer must be licensed by the State of Texas and install according to design specifications and obtain inspections by authorized agent throughout the installation process.
- All piping must be a SCH-40 PVC.
- No part of the system shall be located within 10 feet of a potable water line. If this is unavoidable, follow Chapter 290.44(e)(4)(B)(iv-v)
- Sewer lines with 5' and under driveways will be SCH-80 PVC or sleeved with Sch-40 PVC
- All tanks must be installed greater than five feet from any structure and be level within 1" and bedded with a minimum of 4" of sand/sandy loam free of rock.
- Risers must be installed in accordance with 30 TAC 285.38 as noted previouly
- All septic tanks inlet and outlets must be sealed with a permanent waterproof sealant.
- Aerated tanks must be vented.

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 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.

FLOODPLAIN

This area is According to the FEMA floodplain map #48091C0455G the referenced property is located within the 100 year flood plain (Flood Zone A), with the entire system is within Flood Zone A. The system has been designed so that during a 100 year flood event, in my professional opinion, no damage will occur to the OSSF as to cause contamination to the environment or a nuisance.

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BUOYANCY CALCULATIONS:

3000 gallon trash tank
Volume of Tank = Hx3.14159*D^2/4 = 8'x9.256.21'x13.33'= 537.6 cf.
Upward Buoyancy force = 537.6 cf * 8.34 #/gal*7.48gal/sf = 33,537 #
Overburden w/ 6"' of soil = area*fill Height*Wt of fill/cf =3.14159 D^2/4*75#/cfx0.5' =2520#
Tank Weight of Tank = 20,126#
Downward force of tank & min.water & overburden=20,126#+(3000)*8.34#/gal+ 2520#
=47,666#
Downward force > Upward Force 47,666# > 33,537# Tank will not float with 0.5' of cover

NuWater B 1500
Volume of Tank = H*W*L = 6.42'*5.667*12 = 436.6 cf.
Upward Buoyancy force = 436.6 cf * 8.34 #/gal*7.48gal/sf = 27,236 #
Overburden w/ .5' of soil = AREA*fill Height*Wt of fill/cf = 5.667'*12*90#/cf *.5' = 3,060#
Tank Weight of B-1500 = 16,600#
Downward force of tank & min.water & overburden=16,600#+(2086)*8.34#/gal+ 3,060#
=37,057#
Downward force > Upward Force 37,057# > 27,236# Tank will not float with 0.5' of cover

3000 gallon pump tanks
Volume of tank = 537.6 cf.
Upward Buoyancy force = 33,537#
Overburden w/ 2.25' of soil = 3.14159*9.25^2/4*75#/cf*2.25' = 11,340#
Tank Weight = 20,126#
Downward force& min water& overburden = 20,126# + 345*8.34#/gal + 11.340# = 34,343#
Downward force > Upward Force 35,603# > 33,537#
Tank will not float with 2.25' of cover

PIPE AND FITTINGS:

All pipes and fittings in this drip tubing system shall be 1.5" & 1.25" schedule 40 PVC. All joints shall be sealed with approved solvent-type PVC cement. Clipper type cutters are recommended to prevent PVC burrs during cutting of pipes causing possible plugging.

MAINTENANCE SCHEDULE

This system will require a continuous quarterly maintenance contract in which each component will be inspected to assure proper function, including aerators, filters, and effluent pumps, with pumping as determined by inspection of sludge levels in each tank.
Water readings to be taken daily and reported monthly to the Comal County Engineers office for the first year from license to operate.

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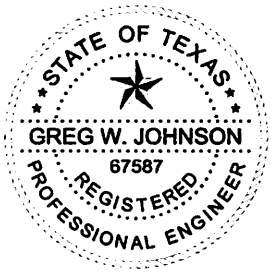
LANDSCAPING

Drip field area will be sodded with grass and drip fields will be maintained with vegetation. Install berms and swales to divert rainwater from drip field areas.

Designed in accordance with Chapter 285, Subchapter D, §285.30, §285.32 Texas Commission on Environmental Quality (Effective September 1, 2023)

08/22/25

Greg W. Johnson, P.E. No. 67587 F#2585
170 Hollow Oak
New Braunfels, Texas 78132
830/905-2778



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Efrain Gallegos
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STATE OF TEXAS
GREG W. JOHNSON
67587
REGISTERED
PROFESSIONAL ENGINEER

OWNER:	RIVER'S EDGE at GRUENE, L.P.	TRACT 1		DRAWN BY:	EJS III
STREET ADDRESS:	1941 F.M. 306				
LEGAL DESC:	SEE ATTACHED DEED			ACREAGE:	14.119
PREPARED BY:	GREG W. JOHNSON, P.E. F#002585	SCALE: N.T.S.	DATE: 2/27/2025	REVISED:	9/23/2025

Revised

Efrain Gallegos

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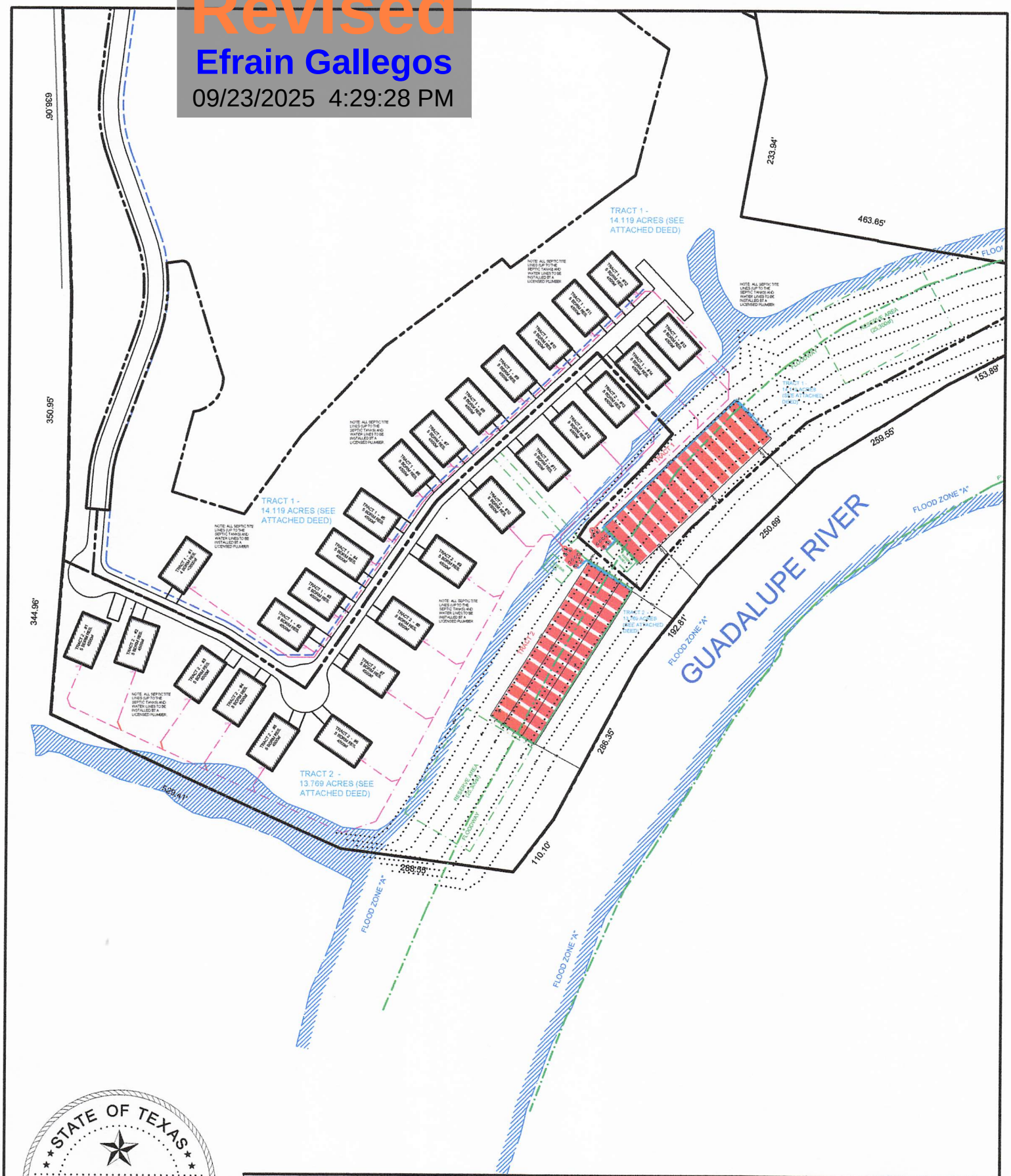

STATE OF TEXAS
GREG W. JOHNSON
67587
REGISTERED PROFESSIONAL ENGINEER

OWNER: RIVER'S EDGE at GRUENE, L.P.	TRACT 1		DRAWN BY: EJS III
STREET ADDRESS: 1941 F.M. 306			
LEGAL DESC: SEE ATTACHED DEED	UNIT/SECTION/PHASE:	BLOCK:	ACREAGEOT: 14.119
PREPARED BY: GREG W. JOHNSON, P.E. F#002585	SCALE: N.T.S.	DATE: 2/27/2025	REVISED: 9/23/2025

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Efrain Gallegos
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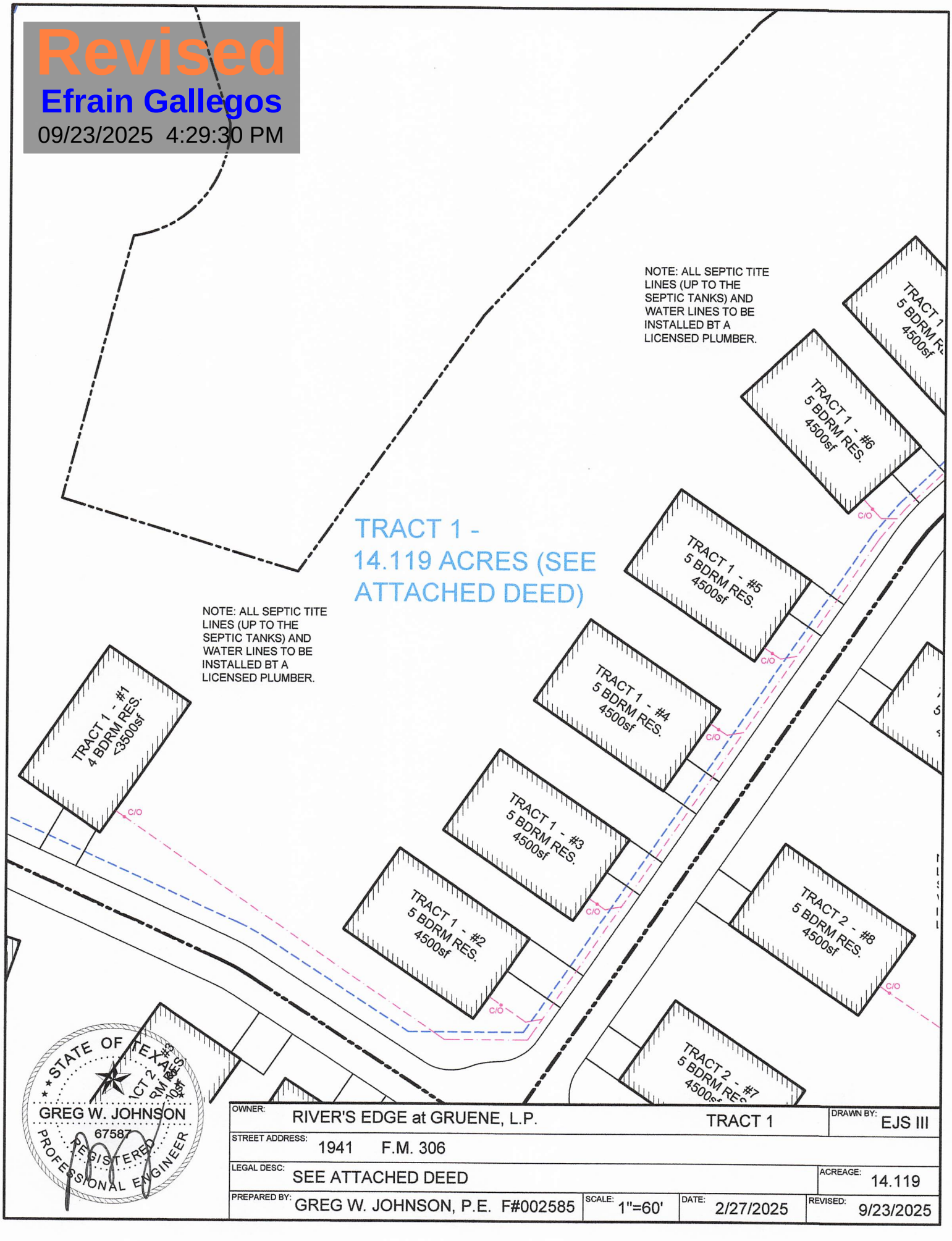

OWNER: RIVER'S EDGE at GRUENE, L.P.	TRACT 1			DRAWN BY: EJS III
STREET ADDRESS: 1941 F.M. 306				
LEGAL DESC: SEE ATTACHED DEED				ACREAGE: 14.119
PREPARED BY: GREG W. JOHNSON, P.E. F#002585	SCALE: 1"=60'	DATE: 2/27/2025	REVISED: 9/23/2025	

Revised
Efrain Gallegos
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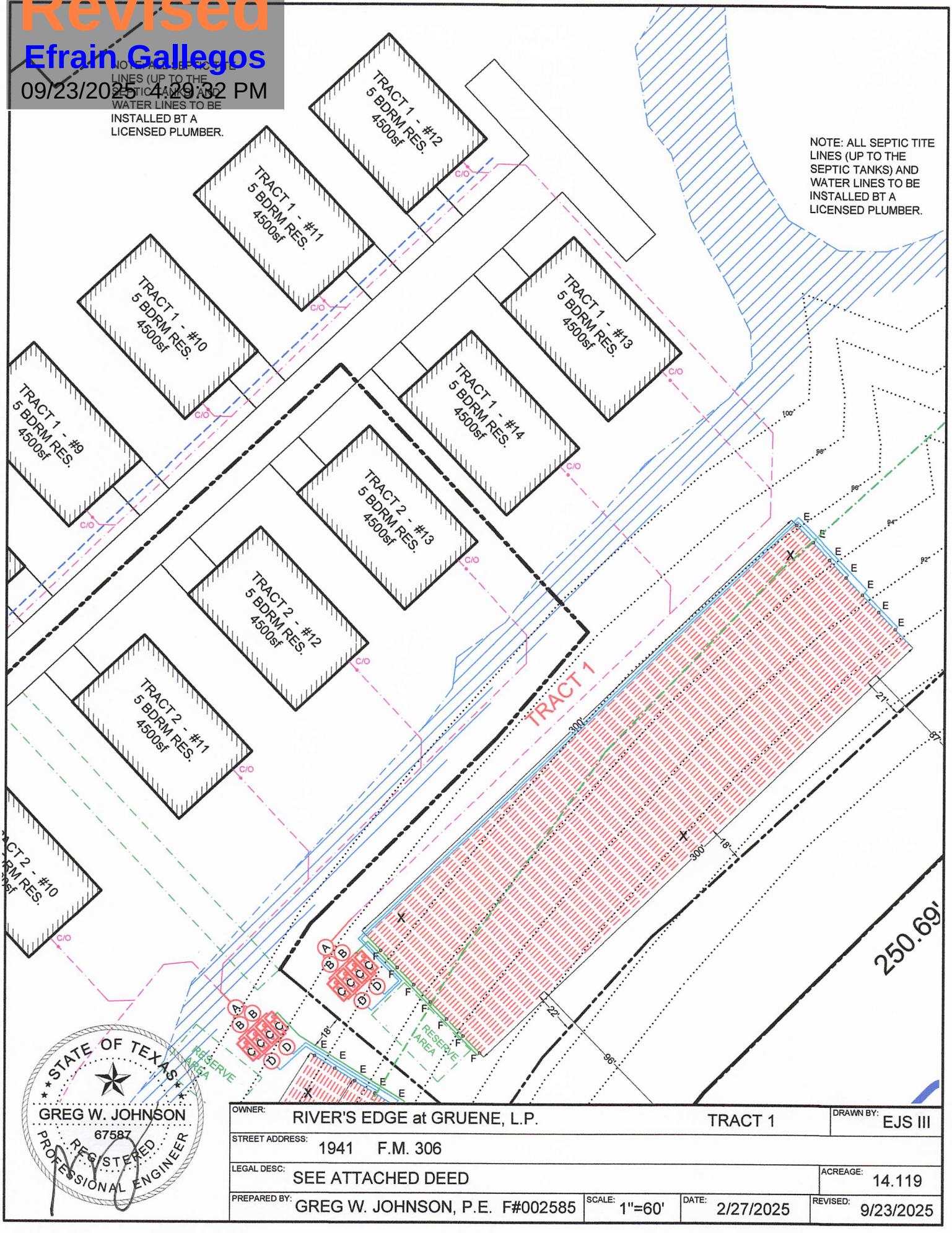

OWNER: RIVER'S EDGE at GRUENE, L.P.	TRACT 1		DRAWN BY: EJS III
STREET ADDRESS: 1941 F.M. 306			
LEGAL DESC: SEE ATTACHED DEED			ACREAGE: 14.119
PREPARED BY: GREG W. JOHNSON, P.E. F#002585	SCALE: 1"=60'	DATE: 2/27/2025	REVISED: 9/23/2025

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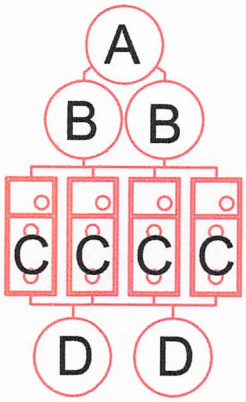


SEPTIC TANK LAYOUT:

A = 3000 GAL. TRASH TANK
B = 2 - 3000 GAL. EQUALIZATION TANKS
C = 4 - NUWATER -B1500 AEROBIC TREATMENT PLANT
D = 2 - 3000 GAL. PUMP TANK W/DUAL PUMPS
E = CONTROL VALVES
F = CHECK VALVES

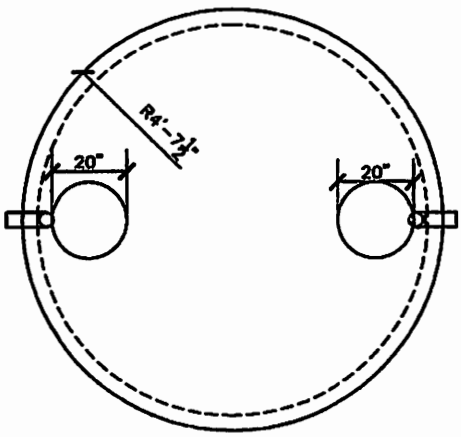
TRACT 1	
FOOTAGE / SQUARE FOOTAGE	
ZONES 1 - 7	1800' EACH ZONE = 12,600' OF DRIP
TOTALS	12,600' / 25,200sf

STATE OF TEXAS
GREG W. JOHNSON
67587
REGISTERED
PROFESSIONAL ENGINEER

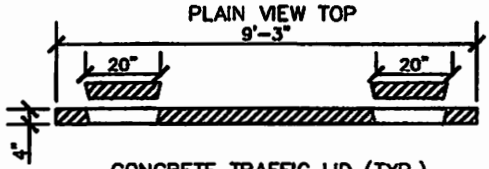
OWNER: RIVER'S EDGE at GRUENE, L.P.	TRACT 1 SPEC SHEET			DRAWN BY: EJS III	
STREET ADDRESS: 1941 F.M. 306					
LEGAL DESC: SEE ATTACHED DEED				ACREAGE: 14.119	
PREPARED BY: GREG W. JOHNSON, P.E. F#002585	SCALE: N.T.S.	DATE: 2/27/2025	REVISED: 9/23/2025		

CERTIFICATIONS:

* ANALYSIS AND DESIGN IN ACCORDANCE WITH ASTM STANDARD C 1227

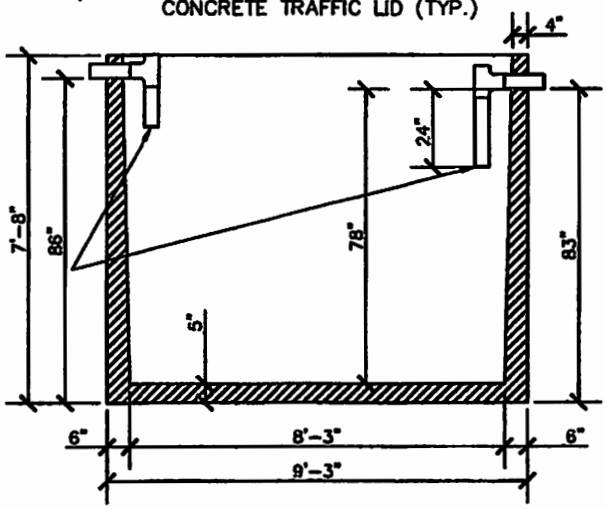


PLAIN VIEW TOP



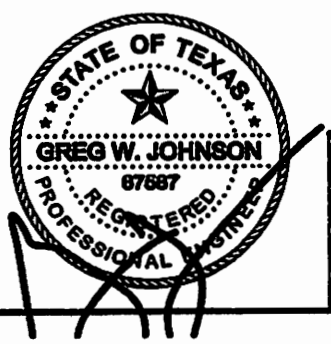
CONCRETE TRAFFIC LID (TYP.)

4" SDR 35/SCH-40 TEE FITTING



SINGLE COMPARTMENT TANK

NOTES:
1. CONCRETE: 4500 PSI
2. REINFORCEMENT: #3 REBAR 1' ON CENTER IN LID AND FLOOR W/ 1' TURN UP IN WALL
   3"X5"X1/4" MESH WIRE IN WALLS
3. 5" TRAFFIC LID (STD)
4. TANK WEIGHT: 20,126.7#
5. CAPACITY: 2706 GAL
6. GAL/IN = 34.7
7. INLET & OUTLET MEASURED FROM BOTTOM OF TANK TO FLOWLINE.



CLIENT: BLOCK CREEK CONCRETE				DRAWN BY:
STREET ADDRESS: 444 OLD #9 HWY A				
DESC: 3000 GAL. SINGLE COMP. SEPTIC TANK				
PREPARED BY: GREG W. JOHNSON, P.E., F#2585	SCALE: 1/4" = 1'-0"	DATE: 12/1/2017	REVISED:	

Advantage
Wastewater Solutions llc

STATE OF TEXAS
GREG W. JOHNSON
67587
REGISTERED
PROFESSIONAL ENGINEER

F-2585
08/23/25

GENERAL NOTES:

1. Plant structure material to be precast concrete and steel.
2. Maximum burial depth is 30" from slab top to grade.
3. Weight = 16,600 lbs.
4. Treatment capacity is 1,500 GPD.
5. BOD Loading = 4.50 lbs. per day.
6. 20" Ø acess riser w/ lid (Typical 3). Optional extension risers available.
7. 1" Sch. 40 PVC Air Line to NuWater B-1500 Air Compressor (Max. 50 Lft from Plant).
8. Requires minimum 1,000 gallon trash tank unless otherwise specified by engineering.

MINIMUM EXCAVATION DIMENSIONS:
Width: 80"
Length: 156"

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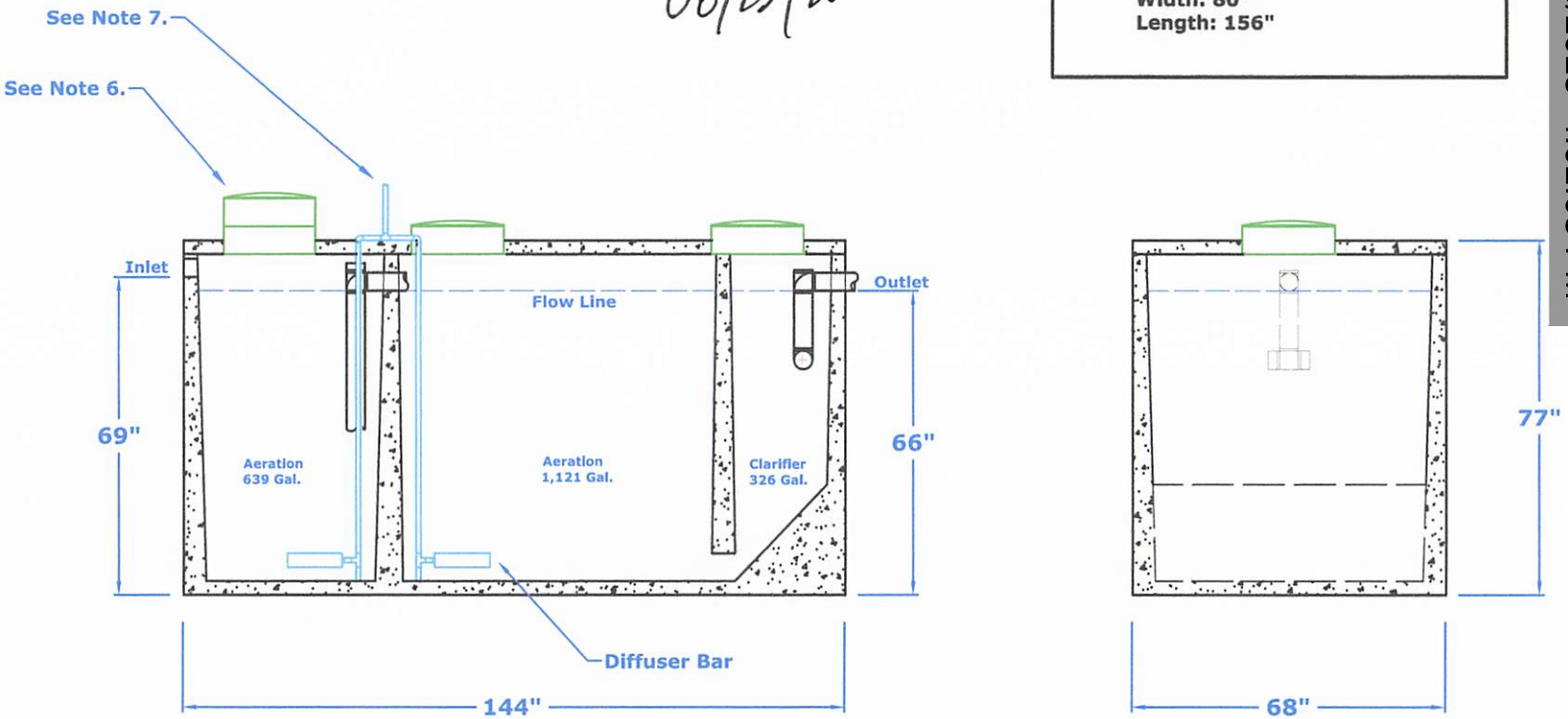


NuWater B-1500 Duel Aeration Aerobic Treatment Plant

Model: B-1500

July, 2010
By: A.S.

Scale:
* All Dimensions subject to allowable specification tolerances.

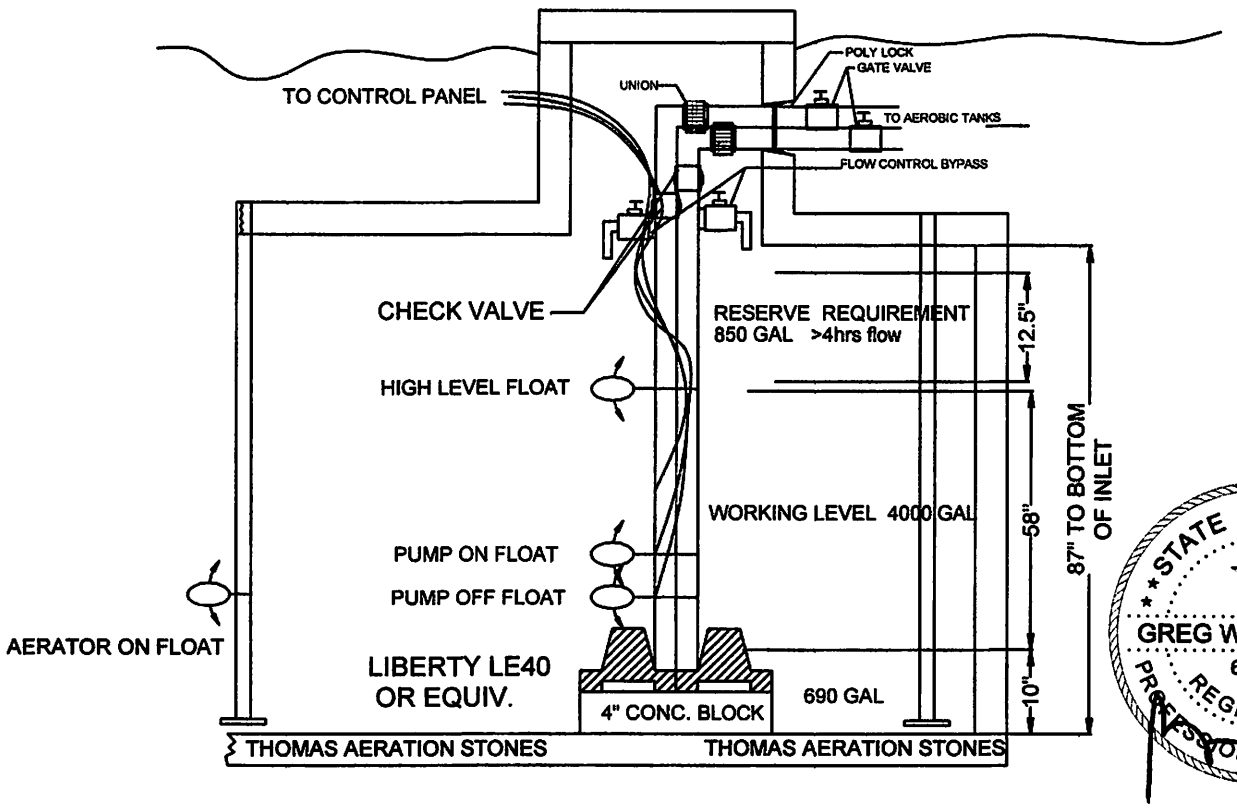
Dwg. #: ADV-B1500-2

Advantage
Wastewater Solutions llc
Advantage Wastewater Solutions llc.
444 A Old Hwy No 9
Comfort, TX 78013
830-995-3189
fax 830-995-4051

TANK NOTES:

A minimum of 4" of sand, sandy loam, clay loam free of rock shall be placed under and around tanks

ALL WIRING MUST BE IN COMPLIANCE WITH THE MOST RECENT NATIONAL ELECTRIC CODE



STATE OF TEXAS
GREG W. JOHNSON
67587
REGISTERED
PROFESSIONAL ENGINEER
04/26/25

EQUALIZATION TANK 6000 GAL PUMP TANK

VOLUME = 69 GAL/IN

Outlook

Re: Permit # 118967

From Greg Johnson <gregjohnsonpe@yahoo.com>
Date Thu 10/23/2025 5:42 AM
To Gallegos,Efrain <gallee@co.comal.tx.us>

THIS EMAIL ORIGINATED OUTSIDE THE ORGANIZATION.

Do not click links or open attachments unless you recognize the sender or know the content is safe.
– Comal IT

THE TANK IS TWO 3000 GALLON TANKS MANIFOLDED TOGETHER AT BOTTOM TO CREATE A 6000 GALLON TANK.
THANKS,
GREG

Send for Greg W. Johnson, P.E.,R.S.)

170 Hollow Oak

New Braunfels, TX 78132

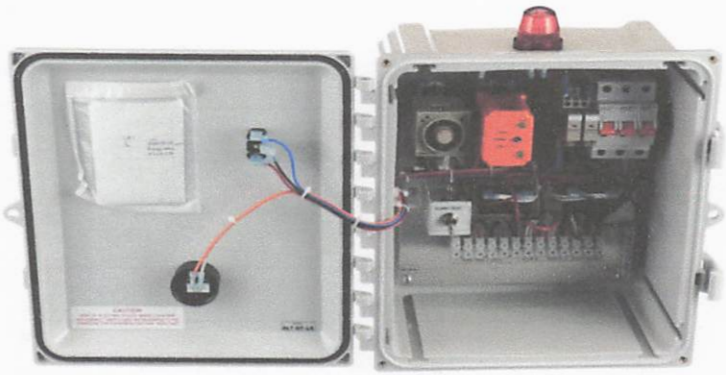
Office/Fax (830) 905-2778

Email: gregjohnsonpe@yahoo.com

On Wednesday, October 22, 2025 at 03:55:41 PM CDT, Gallegos,Efrain <gallee@co.comal.tx.us> wrote:

Greg / Steve,
After reviewing this permit file we have found that its showing conflicting pump tank information. On some of the paper work it shows a 6000 gal pump tank and on the other write ups and design its showing 2-3000 gallon pump tanks. This is scheduled for a tank check inspection tomorrow just FYI. If we dont hear anything back we will have to take it off for inspection. Please revise accordingly and resubmit.

RJR CONTROLS LLC
"We Control The Flow"



ALT-DT-LA Control Panel

The ALT-DT-LA is designed to operate a duplex lift station with an alarm. This control can be used for pump up or pump down operation. The pump operation is controlled by an Omron H3CRF8 repeat cycle timer, allowing the pumps to be operated from 1 second to 30 hours with independent run and rest time settings. This is helpful when wanting to move small volumes of water. The three floats are Timer Enable, Alarm, and secondary pump On/Off float. This control is a duplex pump operation and will alternate the pump load between both pumps. The control will switch pumps at the end of every pump cycle so the opposing pump will start on the next cycle. The alternating relay is switchable to lock the pump load onto either pump so if one pump needs to be removed for service or replacement, the other pump will carry the full pump load.

This control panel will operate two 120VAC single phase 1/2 HP pump or smaller. There are three circuit breakers in this control. Each pump will have a 20 Amp single pole circuit breaker, and the alarm uses a 10 Amp single pole circuit breaker. The alarm is designed to be used with a float switch. When the float switch closes, the 360-degree top-mounted red alarm light will come on, and the Pizo electric buzzer will sound. This control also has a latching alarm feature. This means when the Alarm float closes, the alarm will stay on even if the tank returns to normal level. This alarm must be manually reset by turning the Alarm circuit breaker off, then back on. There is an alarm test and buzzer silence switch mounted in the door of the enclosure. This control is mainly used to pump sewage from a septic holding tank to a treatment unit using a solids handling pump, or pumping treated effluent water from a septic holding tank to the dispersal area.

The enclosure has a NEMA rating of 4X, which provides protection from falling dirt, falling liquids, hose-directed water, and corrosive agents. The 12"x10"x6" enclosure is made of Polycarbonate and has a hinged lockable door with latches and included screws to secure the door if required. All electrical components are mounted inside the enclosure on an aluminum back plate.

Solid-state Twin Timers

H3CR-F

DIN 48 × 48-mm Twin Timers

- Wide power supply ranges of High Voltage 100 to 240 VAC/100 to 125 VDC and Low Voltage 24 to 48 VAC/12 to 48 VDC.
- ON- and OFF-times can be set independently and so combinations of long ON- or OFF-time and short OFF- or ON-time settings are possible.
- Twenty-four time ranges from 0.05 s to 300 h depending on the model to be used.
- Models with a flicker ON start or flicker OFF start are available.
- Easy sequence checks through instantaneous outputs for a zero set value at any time range.
- Length, when panel-mounted with a Socket, of 80 mm or less.
- 11-pin and 8-pin models are available.

For the most recent information on models that have been certified for safety standards, refer to your OMRON website.

Model Number Structure

■ Model Number Legend

H3CR - F □ □ - □ □
1 2 3 4 5

1. Classification
F: Twin timers

2. Configuration
None: 11-pin socket
8: 8-pin socket

3. Twin Timer Mode
None: Flicker OFF start
N: Flicker ON start

4. Time Range
None: 0.05 s to 300 h models

5. Supply Voltage
100-240AC/100-125DC: 100 to 240 VAC/100 to 125 VDC
24-48AC/12-48DC: 24 to 48 VAC/12 to 48 VDC

Note: When your order, specify the power supply voltage.

Ordering Information

■ List of Models

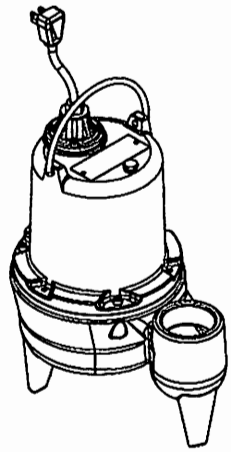
Operating modes	Supply voltage	0.05 s to 300 h models	
		11-pin models	8-pin models
Flicker OFF start	100 to 240 VAC/100 to 125 VDC	H3CR-F 100-240AC/100-125DC	H3CR-F8 100-240AC/100-125DC
	24 to 48 VAC/12 to 48 VDC	H3CR-F 24-48AC/12-48DC	H3CR-F8 24-48AC/12-48DC
Flicker ON start	100 to 240 VAC/100 to 125 VDC	H3CR-FN 100-240AC/100-125DC	H3CR-F8N 100-240AC/100-125DC
	24 to 48 VAC/12 to 48 VDC	H3CR-FN 24-48AC/12-48DC	H3CR-F8N 24-48AC/12-48DC

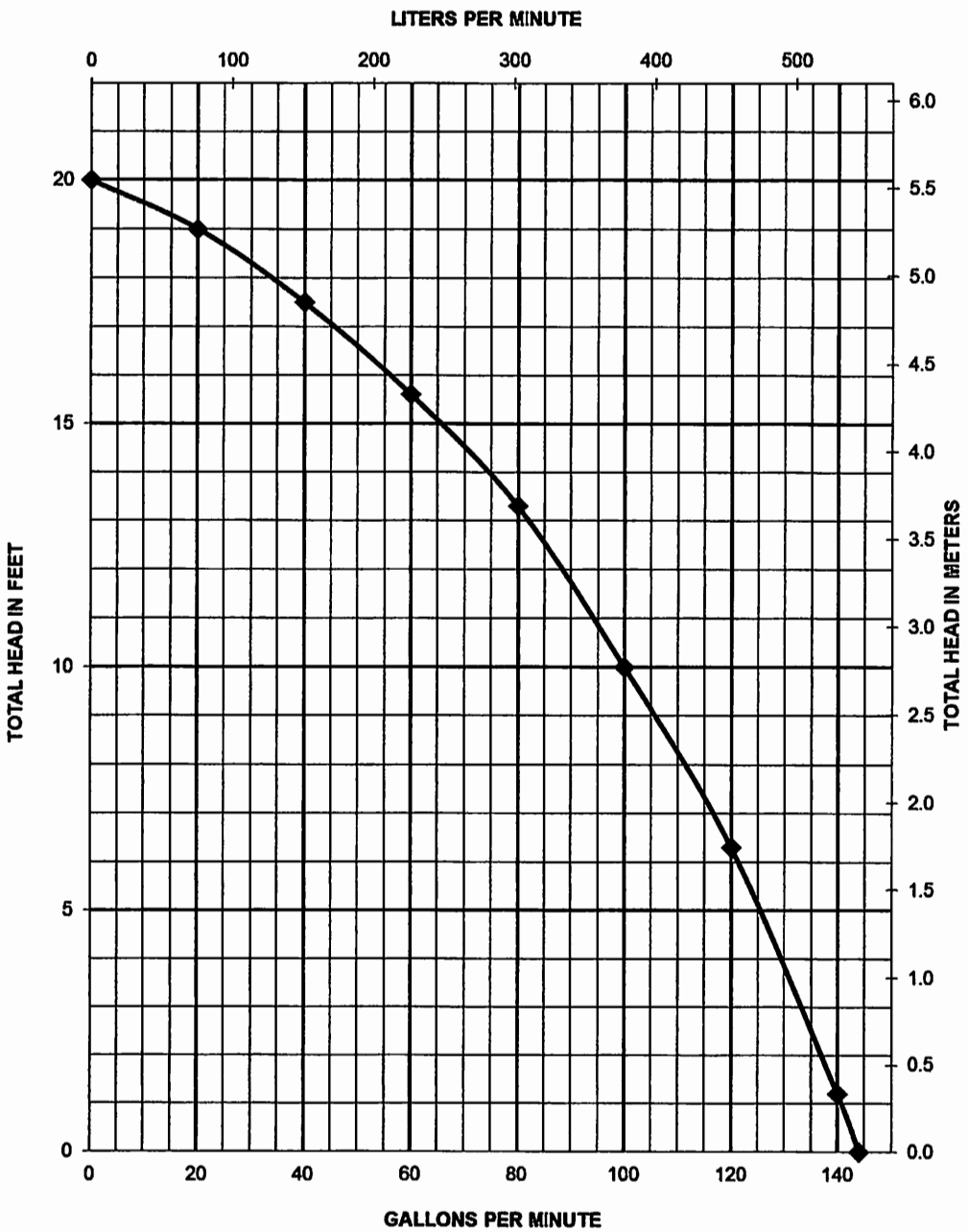
Note: Specify both the model number and supply voltage when ordering.
Example: H3CR-F 100-240AC/100-125DC
└── Supply voltage

Liberty Pumps®

Pump Specifications

LE40 Series
4/10 HP Submersible Sewage Pump





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Liberty Pumps

LINEAR AIR PUMPS

HIBLOW®

c UL US LISTED (115 volt only)

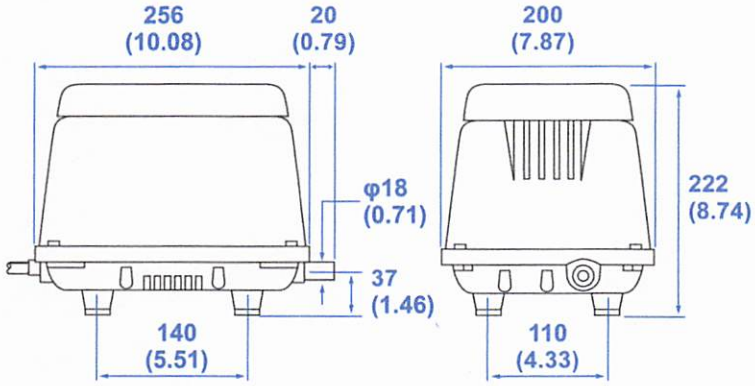
CE (230 volt only)

HP-150, 200

PRESSURE TYPE

Dimensions

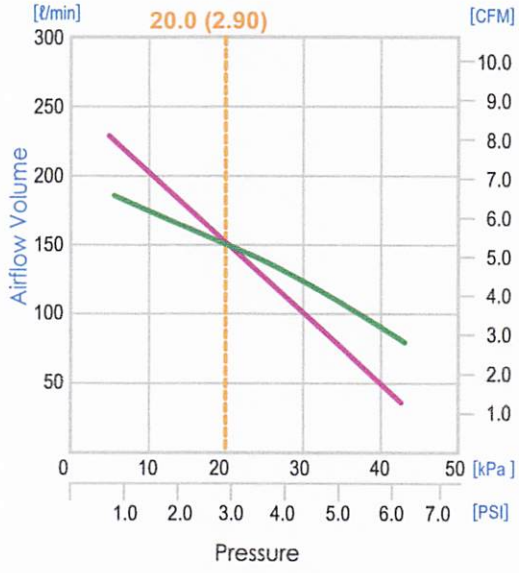
[Unit: mm(inch)]



Performance Curves

Rated Loading Pressure [kPa(PSI)]
50Hz 60Hz

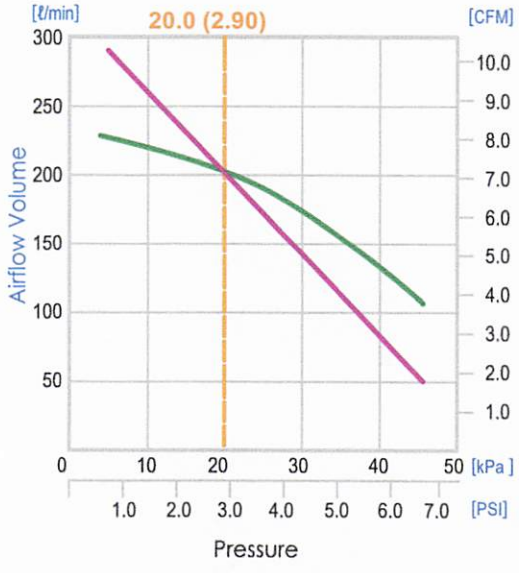
HP-150



Specifications

		HP-150		HP-200	
Rated Voltage	V	AC100 / 110-120 / 220-240			
Power Supply Frequency	Hz	50	60	50	60
Rated Loading Pressure	kPa	20.0			
Airflow Volume	ℓ/min	150		200	
Power Consumption	W	125	155	210	250
Noise Level	dBA	45	47	46	48
Weight	kg	9.0			

HP-200



- Performance data is representative of typical values.
  Specifications and performance data are subject to change without notice.
  Purchaser is responsible for determining suitability for product applications
- "HIBLOW" is a registered mark of Techno Takatsuki co., ltd.

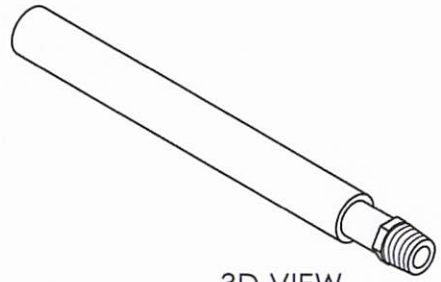
HIBLOW USA
www.hiblow-usa.com
1300 Tefft Court, Suite 8 Saline, Michigan 48176
P: 734-429-5618 F: 734-944-5163

NOTES:

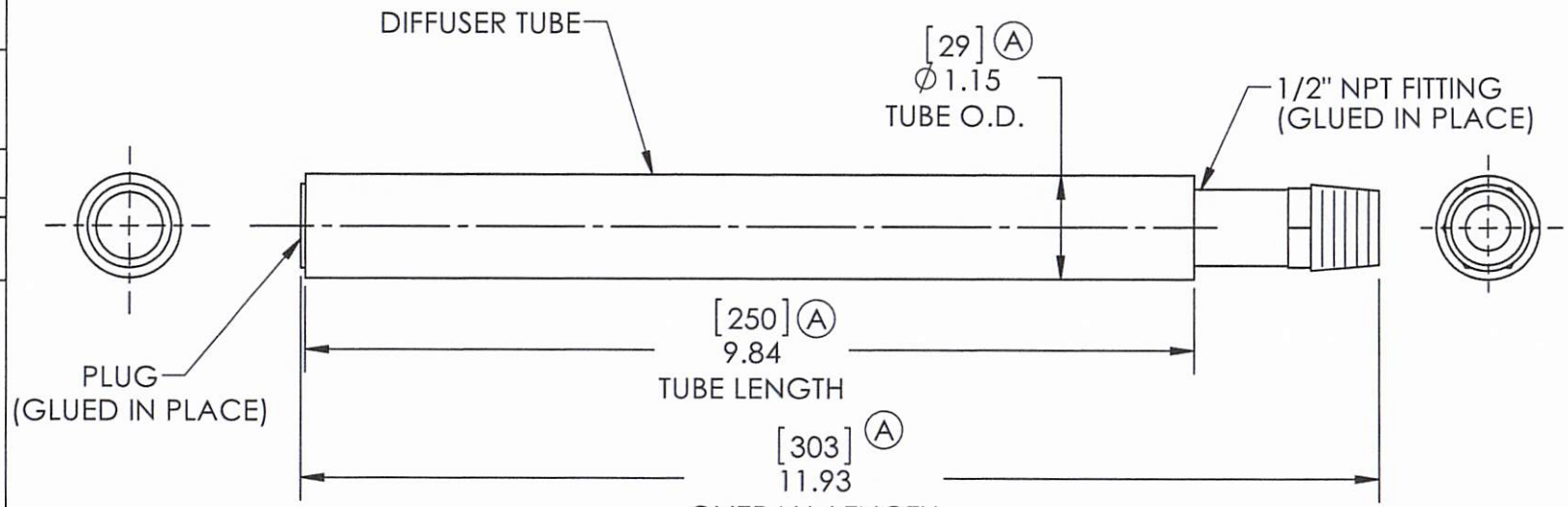
1. CONSISTS OF (3) COMPONENTS EACH:

   (1) 1/2" NPT FITTING
   (1) TUBE - POROUS PLASTIC
   PORE SIZE 20-35 MICRONS
   (1) PLUG

Ⓐ 2. ALL DIMENSIONS ARE IN INCHES & MILLIMETERS AND ARE FOR REFERENCE ONLY UNLESS TOLERANCED.



3D VIEW
SCALE: NTS Ⓐ



REV	DATE	ECN NO.	REVISION	BY
A	8/24/15	15-2038	RE-INSTATED, REVISED REDRAWN IN SOLIDWORKS ADDED 3D VIEW ADDED NOTE 2 AND ENGLISH DIMS	RLK

MATERIAL: NOTED

UNLESS OTHERWISE NOTED, SURFACE FINISH MEASURED IN Ra (µin)

✓ CONTROL CHARACTERISTIC

REL. FOR PROD DATE: 9/28/07 ECN NO: 07-2201

SUPERSEDES: C50811 REV NONE ECN NO.: 07-2201

UNLESS OTHERWISE NOTED, THIS DRAWING CONFORMS TO ANSI Y14 DRAFTING STANDARD.

UNSPECIFIED RADII:
FILLETS:
DRAFT: °

UNSPECIFIED TOLERANCES:
ANGLES ± 2°
.XX ±
.XXX ±

DRAWN BY	DATE
RLK	9/28/07
CHECKED BY EAA	DATE 09/02/2015

SCALE 1:2

THIRD ANGLE PROJECTION

THOMAS by Gardner Denver

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TITLE

DIFFUSER ASSEMBLY 1/2" PVC

PART NO. C50811

REV A

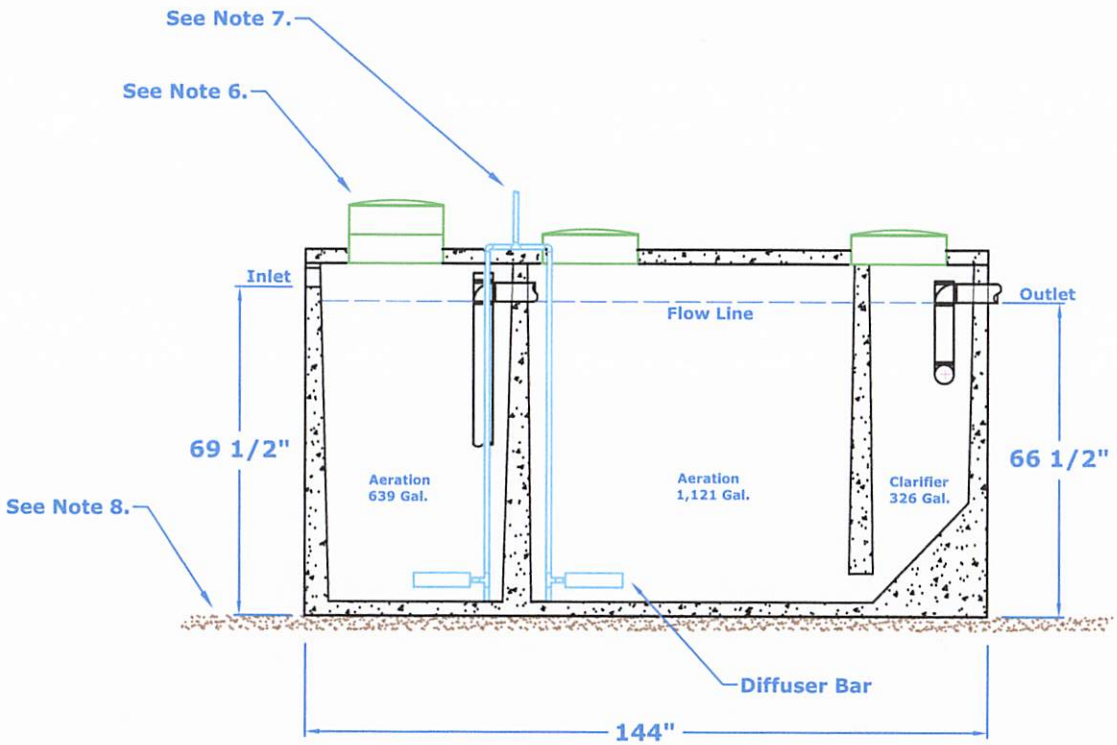
A-BORDER REV A

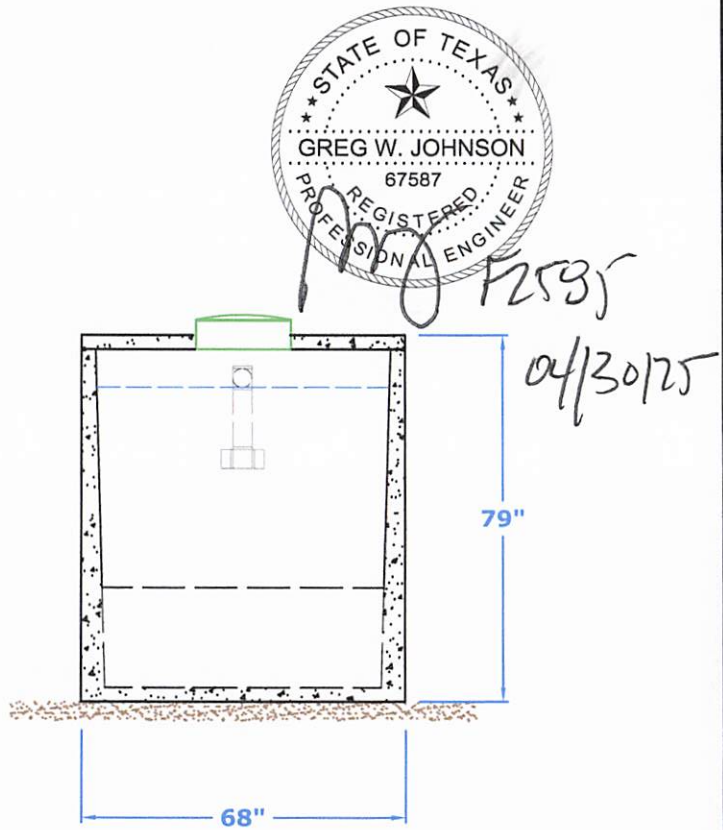
Advantage
Wastewater Solutions llc

GENERAL NOTES:

1. Plant structure material to be precast concrete and steel.
2. Maximum burial depth is 30" from slab top to grade.
3. Weight = 16,600 lbs.
4. Treatment capacity is 1,500 GPD.
5. BOD Loading = 4.50 lbs. per day.
6. 20" Ø acess riser w/ lid (Typical 3). Optional extension risers available.
7. PVC Air Line to Bio-Robic B-1500 Air Compressor (Max. 50 Lft from Plant).
8. 4" min. compacted sand or gravel pad by Contractor
9. Requires minimum 1,000 gallon trash tank unless otherwise specified by engineering.

MINIMUM EXCAVATION DIMENSIONS:
Width: 80"
Length: 156"





STATE OF TEXAS
GREG W. JOHNSON
67587
REGISTERED
PROFESSIONAL ENGINEER
F2595
04/30/25

NuWater B-1500 Duel Aeration Aerobic Treatment Plant (Assembled)

Model: B-1500

July, 2010
By: A.S.

Scale:
* All Dimensions subject to allowable specification tolerances.

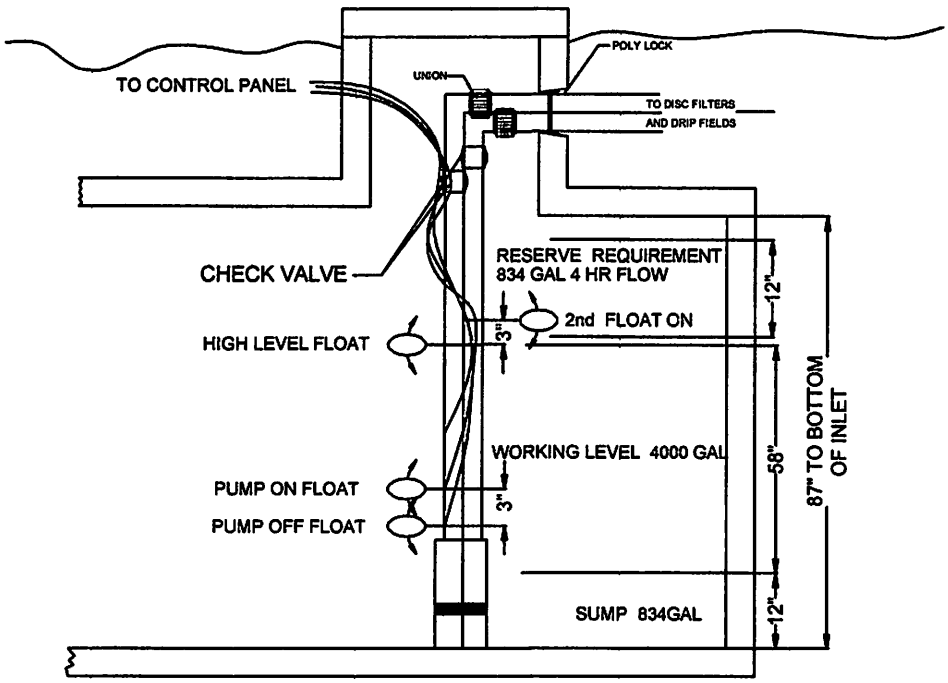
Dwg. #: ADV-B1500-2

Advantage
Wastewater Solutions llc
Advantage Wastewater Solutions llc.
444 A Old Hwy No 9
Comfort, TX 78013
830-995-3189
fax 830-995-4051

TANK NOTES:

A minimum of 4" of sand, sandy loam, clay loam free of rock shall be placed under and around tanks

ALL WIRING MUST BE IN COMPLIANCE WITH
THE MOST RECENT NATIONAL ELECTRIC CODE

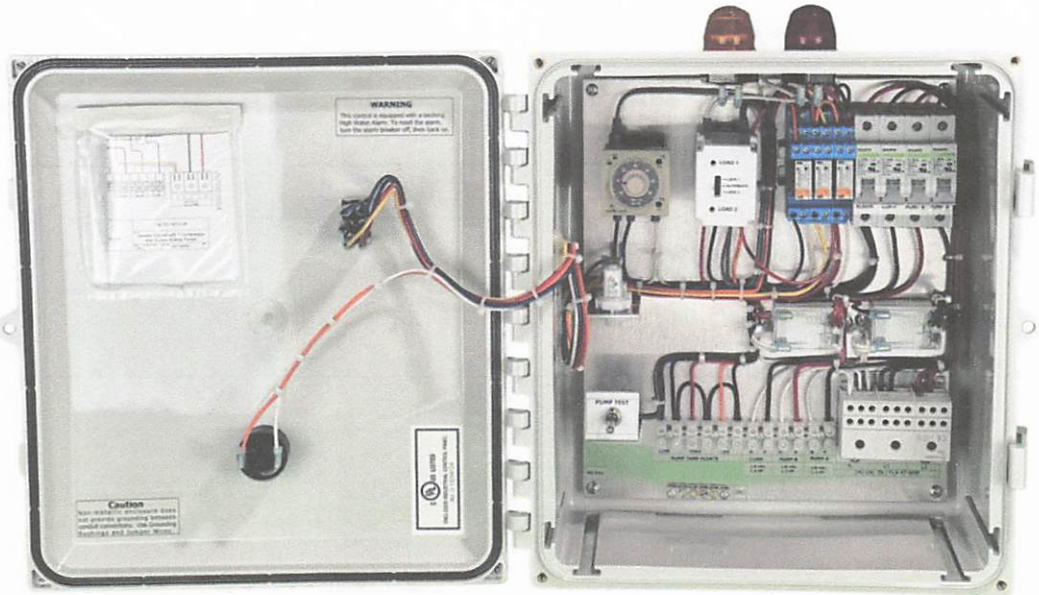


FINAL TANK 6000 GAL PUMP TANK
VOLUME = 69 GAL/IN

STATE OF TEXAS
GREG W. JOHNSON
67587
REGISTERED
PROFESSIONAL ENGINEER

PE 505
04/30/25

- CONTACT US



ALTD-#ATU-2A Control Panel

DUPLEX AEROBIC DRIP

The ALTD-#ATU-2A is designed to operate Duplex 120 VAC pumps 1/2 HP or less using an Omron H3CR dosing timer and power 1 to 6 aerators. When ordering this series control you will need to replace the # with the number of aerators you want to power.

Two 20 Amp pump circuit breakers for each pump circuit. Pump Test switch mounted inside the enclosure will over ride the timer and low level float and run one pump. When the switch is released, the alternator will switch causing the second pump to run next.

There will be a 10 Amp compressor breaker for each aerator circuit.

A 10 Amp alarm circuit breaker will power the alarm circuit.

The High Water alarm is designed to be used with a normally open float switch. When the high water float switch raises the red alarm light and buzzer will activate. This control comes with a latching high water alarm stock.

A standard 1 PSI pressure switch is included for each compressor. Anytime the pressure of any compressor system drops below 1 psi, the amber alarm light and buzzer will activate. In controls with more than 1 compressor, there will be a green led mounted below the pressure switch that will indicate which compressors are working correctly.

There are alarm test and buzzer silence switches mounted in the door of the enclosure.

The enclosure has a NEMA rating of 4X which provides protection from falling dirt, falling liquids, hose-directed water and corrosive agents.

The 10"x8"x4" enclosure is made of Polycarbonate and has a hinged lockable door with latches and included screws to secure the door if required. All electrical components are mounted inside the enclosure on an aluminum back plate.

CISTERN PUMPS

CPM Series

Ashland Pump – CPM Series

The Ashland Pump CPM Series is designed to operate in filtered effluent/gray water applications. The bottom suction design allows for maximum drawdown of fluid and the hydraulic stages are able to pass 1/8" solids without damage to the pump.

Installations in cistern tanks, rain basin catchments or anywhere drawdown levels need to be maximized are ideal applications for the Ashland Pump CPM Series.

APPLICATIONS

- Filtered Effluent Water Pumping
- Gray Water Pumping
- Water Feature / Aeration Applications
- Rain Water Basin Applications

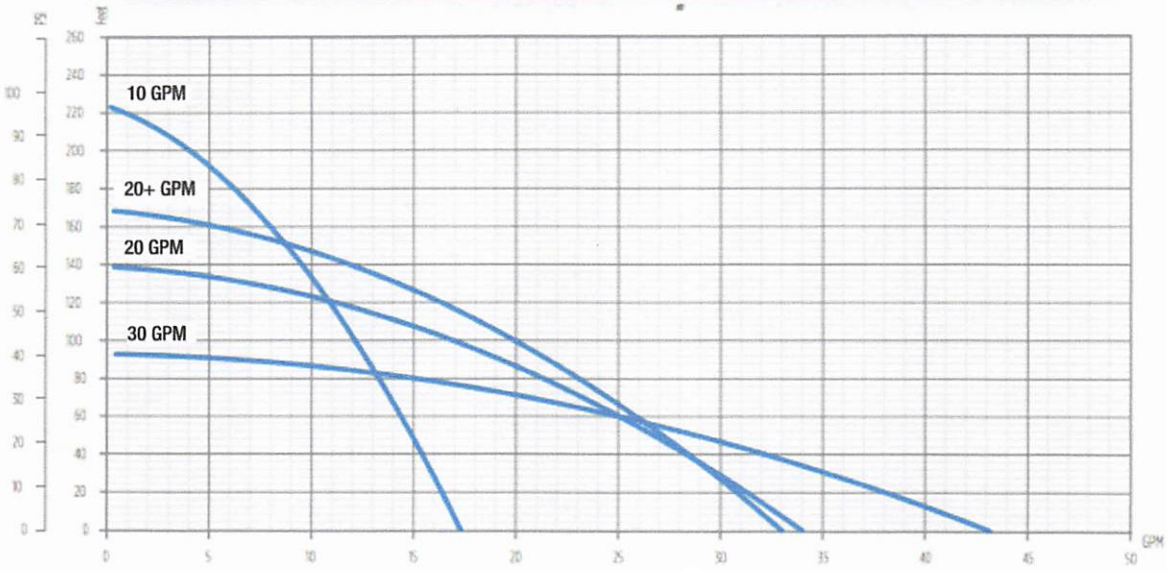
FEATURES

- Bottom suction design for maximum drawdown
- Able to pass 1/8" solids
- Available in 10, 20 and 30 GPM flow rates
- ½ HP, 115V and 230V single phase motors
- Heavy duty discharge with stainless steel internal threads
- 600 Volt, 10' SJOOW jacketed lead
- High shut-off pressure
- Quiet operation
- Standard removable base for stable mounting

ORDERING INFORMATION

CPM SERIES CISTERN PUMP						
Model/Order No.	GPM	HP	Voltage/Ph.	Stage Count	Length (in.)	Shipping Wt. (lbs.)
10CPM5-115	10	1/2	115/1	7	26	17
10CPM5-230	10		230/1	7	26	17
20CPM5-115	20		115/1	5	25	16
20CPM5-230	20		230/1	5	25	16
20+CPM5-115	20+		115/1	6	26	17
20+CPM5-230	20+		230/1	6	26	17
30CPM5-115	30		115/1	4	25	16
30CPM5-230	30		230/1	4	25	16

ASHLAND PUMP CPM SERIES CISTERN PUMP PERFORMANCE



Ashland
PUMP
Honest, Professional, Dependable
1899 Cottage Street, Ashland, Ohio 44805
Telephone: 855 281-6830 • Fax: 877 326-1994 • ashlandpump.com

PROSERIES 150

The K-Rain® ProSeries 150 Valves offer the irrigation professional a wide array of features and benefits.

Features and Benefits

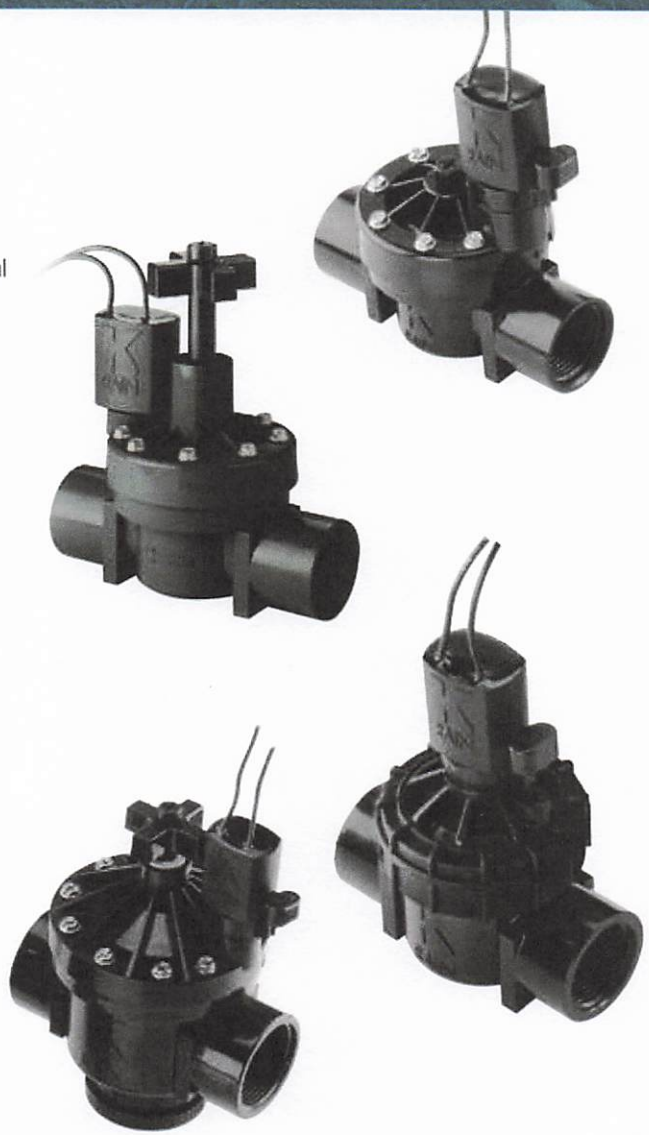
- Heavy Duty, Corrosion and UV Resistant PVC Construction – Increases the life of the valve.
- Manual External Bleed Screw – Provides for manual operation in system start up.
- Manual Internal Bleed through Solenoid – Provides for manual operation without discharging water outside the valve.
- Captured Plunger – Allows for the solenoid to be removed without losing the internal plunger.
- Flow Control Option – Allows for precise flow adjustment.
- External Bleed Screw with Removable Metering Pin – Allows for easy cleaning of the metering pin without disassembling the valve.

1-1/2" and 2" Models

- Removable Inlet Cap – Allows for easy conversion from globe to angle-style valve.
- Heavy Duty Santoprene® Diaphragm – Unique design improves durability of diaphragm.

Jar-Top Models

- Threaded Jar-Top – Allows for quick removal of the cap for easy servicing after installation.
- Glass-Filled Nylon Screw Cap – Increased durability.



K-Rain Manufacturing Corp.
1640 Australian Avenue
Riviera Beach, FL 33404 USA
561.844.1002
FAX: 561.842.9493
1.800.735.7246 | www.krain.com

Specifications

OPERATING; 1" (2,5 cm) MODELS

- Pressure Rating: 10 – 150 PSI (0,7 – 10,3 bar)
- Flow Range: .5 – 30 GPM (18,9 – 113,6 LPM)

7101 PROSERIES 150 1" (2,5 cm) VALVE

Flow Rate - GPM	5	10	15	20	30
PSI Loss	2.9	2.1	1.8	3.0	5.0

7101-FC PROSERIES 150 1" (2,5 cm) VALVE

Flow Rate - GPM	5	10	15	20	30
PSI Loss	6	4.1	4.1	3.1	6.0

PROSERIES 150 1" (2,5 cm) VALVE WITH JAR-TOP

Flow Rate - GPM	5	10	15	20	30
PSI Loss	3.3	3.9	2.9	3.2	6.1

Pressure range: 10-150 psi (0,7 a 10,3 bar)

OPERATING; 1-1/2" & 2" (3,8 & 5 cm) MODELS

- Pressure Rating: 20 – 150 PSI (1,4 – 10,3 bar)
- Flow Range: 20 – 120 GPM (75,7 – 454, 2 LPM)

PROSERIES 150 1-1/2" (3,8 cm) VALVE

Flow Rate - GPM	20	30	40	50	60	80
PSI Loss - Globe	3.0	2.6	2.3	2.9	4.1	5.5
PSI Loss - Angle	2.7	2.2	1.9	2.2	3.0	4.4

PROSERIES 150 2" (5 cm) VALVE

Flow Rate - GPM	20	30	40	50	60	80	100	120
PSI Loss - Globe	2.2	1.9	1.7	1.5	1.6	2.9	4.8	6.2
PSI Loss - Angle	1.9	1.9	1.7	1.5	1.5	2.1	3.2	4.6

Pressure range: 20-150 psi (1,4 a 10,3 bar)

ELECTRICAL SPECIFICATIONS

- Standard Solenoid: 24V AC 60 Hz
- Inrush Current: .43 Amps
- Holding Current: .25 Amps

DIMENSIONS

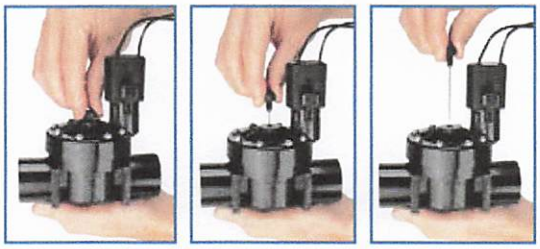
- 1" Models: Height: 5 1/4" (13,3 cm), Width: 3 1/8" (7,95 cm), Length: 5" (12,7 cm)
- 1" Flow Control Models: Height: 5 7/8" (14,9 cm), Width: 3 1/8" (7,95 cm), Length: 5" (12,7 cm)
- 1" Jar-Top Models: Height: 5 1/4" (13,3 cm), Width: 3" (7,6 cm), Length: 4 3/8" (11,1 cm)
- 1-1/2" Models: Height: 8" (20,3 cm), Width: 4-1/4" (10,8 cm), Length: 5-1/2" (14 cm)
- 2" Models: Height: 8-7/8" (22,6 cm), Width: 4-7/8" (12,4 cm), Length: 6-1/3" (16,1 cm)

Other options add to part number:

-9VDC	9 Volt DC Solenoid

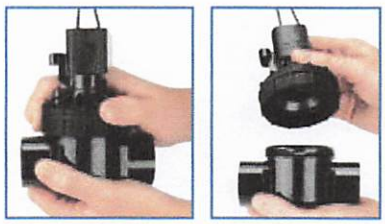
Manual External Bleed Screw

The 1", 1 1/2" and 2" (2,5, 3,8 and 5 cm) models feature a removable external bleed screw and metering pin to simplify cleaning and maintenance. With the External Bleed Screw, manual operation during start up is easy.



No Tools Required

The K-Rain Jar-Top valve allows for quick and easy servicing after installation.



System Flexibility

Removable inlet cap allows for easy conversion from globe to angle-style valve.

Models

7101	1" (2,5 cm) Female Thread, NPT
7101-SL	1" (2,5 cm) Female Slip
7101-BSP	1" (2,5 cm) Female Thread, BSP
7101-BSP-FC	1" (2,5 cm) Female Thread, BSP with Flow Control
7101-FC	1" (2,5 cm) Female Thread, NPT with Flow Control
7101-SL-FC	1" (2,5 cm) Female Slip with Flow Control
7101-J	1" (2,5 cm) Female Thread Jar-Top, NPT
7101-J-SL	1" (2,5 cm) Female Slip Jar-Top
7101-J-BSP	1" (2,5 cm) Female Thread Jar-Top, BSP
7101-J-MXB	1" (2,5 cm) Male Thread x 1" (2,5 cm) Barb Jar-Top
7115	1 1/2" (3,8 cm) Female Thread
7115-BSP	1 1/2" (3,8 cm) Female Thread, BSP
7102	2" (5 cm) Female Thread
7102-BSP	2" (5 cm) Female Thread, BSP

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AN ISO 9001 CERTIFIED COMPANY

71000001 Rev. 03

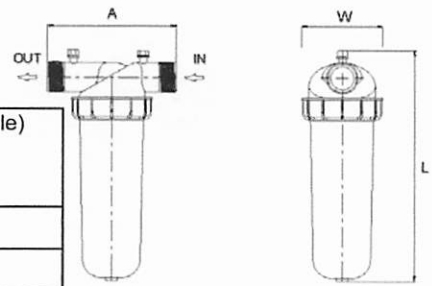
ARKAL
FILTRATION SYSTEMS

Arkal 1½" Super Filter

Catalog No. 1152 0_ _ _

Features

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



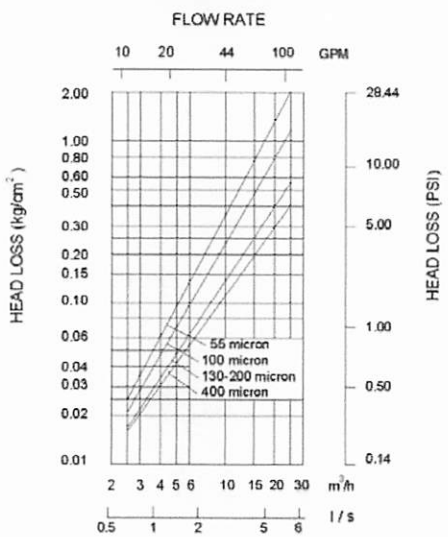
Technical Data

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

Filtration Grades

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

Head Loss Chart



ARKAL
FILTRATION SYSTEMS

Installation

1. Filter may be installed either vertically or horizontally.
2. Use Teflon tape on filter end connections.
3. Never use spanners for tightening the filter cover.

Maintenance

If the filter discs are covered with lime deposits then remove the element and treat with chloric acid.

Dismantling

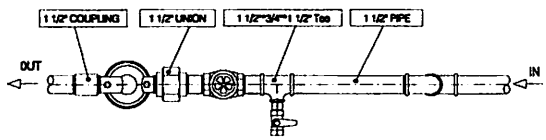
1. Turn off the water.
2. Make sure that the pressure is released from the filter.
3. Unscrew the cover from the filter body.
4. Pull out the filter element.
5. Move the sealing ring to the end of the spine.
6. Flush the discs with the water jet.

Assembly

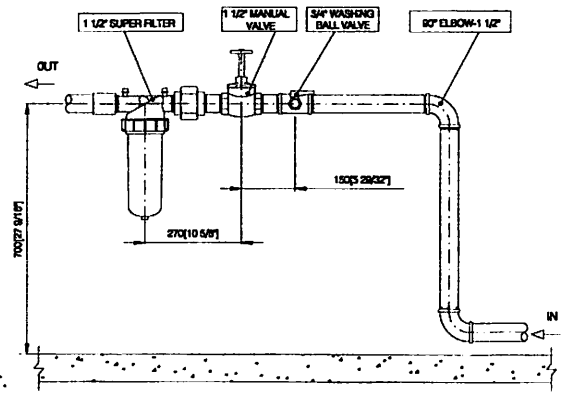
1. Verify that the tightening spring is placed at the bottom of the filter cover.
2. Assemble in reverse order.
3. Tighten the cover by turning the fixing nut clockwise and don't over tighten.

STANDARD CONFIGURATION

TOP VIEW



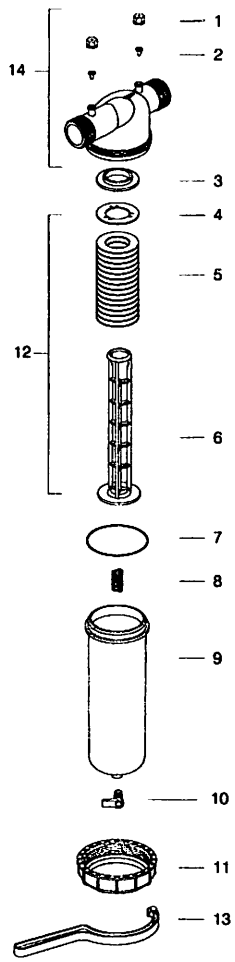
FRONT VIEW



Part List – 1½" Super Filter, Catalog No. 1152 0 _ _ _

No.	Cat. No.	Description	Materials
1	2511 0103	GAUGE PORT NUT	RPP
2	5006 0004	GAUGE PORT SEAL	EPDM
3	2507 0100	FILTER ADAPTOR RING	RPA
4	2507 0102	STOP RING FOR ELEMENT	PBT
5	2012 1_ _ _	DISC SET	PP
6	2502 0111	SPINE	RPA
7	5002 9004	90x4 O-RING	NR
8	5044 0011	FILTER SPRING	SS
9	2501 0111	FILTER COVER	RPA
10	5054 0008	¼" TAP (•)	BRASS
11	2506 0100	FIXING NUT	RPA
12	2112 1_ _ _	FILTER ELEMENT	
13	2530 0115	1" FILTER WRENCH	RPA
14	2208 0003	FILTER BODY COMPLEX BSP	
	2208 0004	FILTER BODY COMPLEX NPT	

(•) - OPTIONAL



Materials

R.P.P. – REINFORCED POLYPROPYLENE
R.P.A. – REINFORCED POLYAMIDE
S.S. – STAINLESS STEEL
P.P. – POLYPROPYLENE
N.R. – NITRILE RUBBER
P.C. - POLYCARBONAT

Kibbutz Bet-Zera 15135, ISRAEL Tel: +972-4-6775140 Fax: +972-4-6775461
Email: filters@arkal.com Web: www.arkal-filters.com

ARKAL
FILTRATION SYSTEMS

PR-HF

PRESSURE REGULATOR - HIGH FLOW

Specifications

The pressure regulator shall be capable of operating at a constant, factory preset, non-adjustable outlet pressure of 10, 15, 20, 25, 30, 40, or 50 PSI (0.69, 1.03, 1.38, 1.72, 2.07, 2.76, or 3.45 bar) with a flow range between 10 - 32 GPM (2271 - 7268 L/hr).

The pressure regulator shall maintain the nominal pressure at a minimum of 5 PSI (0.34 bar) above model inlet pressure and a maximum of 80 PSI (5.52 bar) above nominal model pressure*. Refer to the PRU performance curve to establish specific outlet pressures based on relative inlet pressure and flow rate. Always install downstream from all shut off valves. Recommended for outdoor use only. Not NSF certified.

All pressure regulator models shall be equipped with one of these inlet-x-outlet configurations:

Inlet	Outlet
1-1/4-inch Female National Pipe Thread (FNPT)	1-inch Female National Pipe Thread (FNPT)
1-1/4-inch Female British Standard Pipe Thread (FBSPT)	1-1/4-inch Female National Pipe Thread (FNPT)
	1-inch Female British Standard Pipe Thread (FBSPT)
	1-1/4-inch Female British Standard Pipe Thread (FBSPT)

The upper housing, lower housing, and internal molded parts shall be of engineering-grade thermoplastics with internal elastomeric seals and a reinforced elastomeric diaphragm. Regulation shall be accomplished by a fixed stainless steel compression spring, which shall be enclosed in a chamber isolated from the normal water passage.

Outlet pressure and flow shall be clearly marked on the outside of each regulator.

The pressure regulator shall carry a two-year manufacturer's warranty on materials, workmanship, and performance. Each pressure regulator shall be water tested for accuracy before departing the manufacturing facility.

The pressure regulator shall be manufactured by Senninger Irrigation in Clermont, Florida. Senninger is a Hunter Industries Company.

Physical

1-1/4" FNPT x 1" FNPT model *(shown on right)*

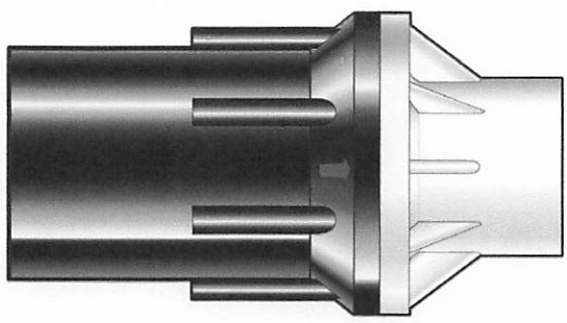
1-1/4" FBSPT x 1" FBSPT model

Overall Length	5.6 inches (14.1 cm)
Overall Width	2.9 inches (7.4 cm)

1-1/4" FNPT x 1-1/4" FNPT model

1-1/4" FBSPT x 1-1/4" FBSPT model

Overall Length	5.8 inches (14.7 cm)
Overall Width	2.9 inches (7.4 cm)



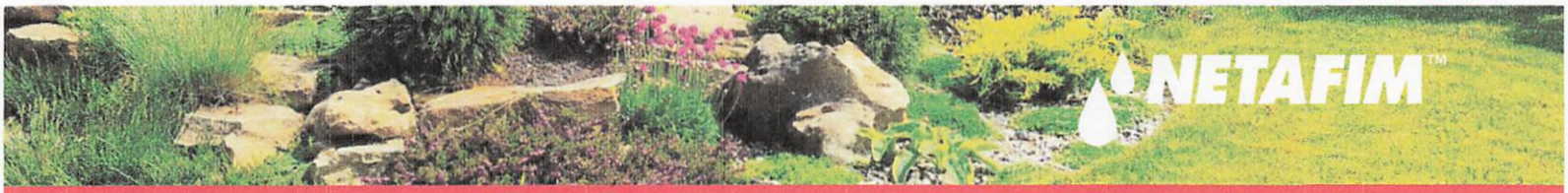
* Please consult factory for applications outside of recommended guidelines.

PR-HF

PRESSURE REGULATOR - HIGH FLOW

Model Numbers

Model #	Flow Range	Preset Operating Pressure	Maximum Inlet Pressure
PR-10 HF	10 - 32 GPM (2271 - 7268 L/hr)	10 PSI (0.69 bar)	90 psi (6.20 bar)
PR-15 HF	10 - 32 GPM (2271 - 7268 L/hr)	15 PSI (1.03 bar)	95 psi (6.55 bar)
PR-20 HF	10 - 32 GPM (2271 - 7268 L/hr)	20 PSI (1.38 bar)	100 psi (6.89 bar)
PR-25 HF	10 - 32 GPM (2271 - 7268 L/hr)	25 PSI (1.72 bar)	105 psi (7.24 bar)
PR-30 HF	10 - 32 GPM (2271 - 7268 L/hr)	30 PSI (2.07 bar)	110 psi (7.58 bar)
PR-40 HF	10 - 32 GPM (2271 - 7268 L/hr)	40 PSI (2.76 bar)	120 psi (8.27 bar)
PR-50 HF	10 - 32 GPM (2271 - 7268 L/hr)	50 PSI (3.45 bar)	130 psi (8.96 bar)



WATER METERS

Most Accurate in the Industry

APPLICATIONS

- Use smaller sized meters as sub-meter for residential or commercial applications
- Communicate with irrigation controllers and measures water usage for effective water management

SPECIFICATIONS

- Sizes: ¾" to 6"
- Maximum working pressure:
  ¾", 1" and 1 ½": 140 psi
  2" to 6": 230 psi
- Maximum water liquid temperature:
  ¾", 1" and 1 ½": 122° F
  2": 131° F
  3" to 6": 140° F
- Available bodies: metal (corrosion proof copper alloy) or composite (plastic)
- Available with Reed Switch, Photo Diode or Electronic Digital registers
- Installation of a continuous acting air vent before the water meter is highly recommended for accurate flow readings

FEATURES & BENEFITS

ONLY ONE MOVING PART - THE IMPELLER - IN CONTACT WITH THE WATER

For minimum wear and utmost reliability.

MAGNETIC DRIVEN SEALED REGISTERS ARE STAINLESS STEEL/COMPOSITE ENCAPSULATED

Guaranteed against fogging due to moisture.

ACCURATE OVER A WIDE RANGE OF FLOWS

For flexible and efficient water management.

INDUSTRY'S LONGEST WARRANTY

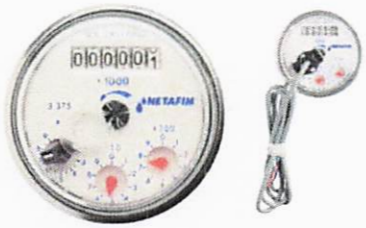
Three years on the metering components (register and metering assembly) and five years on the meter body.

¾" AND 1"
(PLASTIC BODY)

¾", 1" AND 1 ½"
(METAL BODY)

2"

3", 4" AND 6"



REED SWITCH REGISTER (RS)
The reed switch register is a dry contact or simple switch closure for communicating with control and monitoring equipment. Flows are totaled in U.S. Gallons based on the multiplication factors indicated on the dial face.

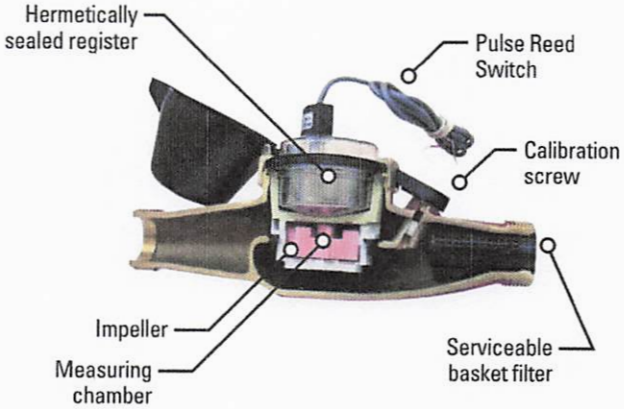


PHOTO DIODE REGISTER (PD)
A photo coupler sensor that provides pulse output for communicating with control and monitoring equipment. Flows are totaled in U.S. Gallons based on the multiplication factors indicated on the dial face.

DIGITAL (ER) REGISTER
Combines standard digital register features with dry pulse output for communicating with control and monitoring equipment. Rate of flow and volume readings in U.S. Gallons are clearly displayed on the LCD display.

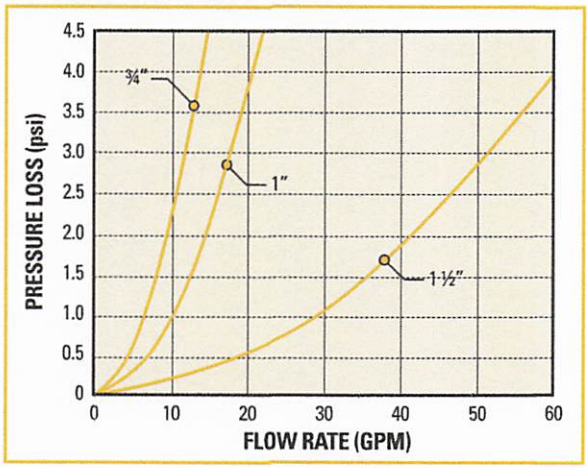
ORDERING INFORMATION

BODY MATERIAL	SIZE	REGISTER OUTPUT TYPE	GALLONS PER PULSE	MODEL NUMBER
PLASTIC	¾"	RS	0.1	WM-075-0.1-RS-P
PLASTIC	¾"	RS	1.0	WM-075-1.0-RS-P
PLASTIC	1"	RS	1.0	WM-100-1.0-RS-P
PLASTIC	¾"	PD	.0015	WM-075-.0015-PD-P
PLASTIC	1"	PD	.0021	WM-100-.0021-PD-P
PLASTIC	¾"	ER	0.1	WM-075-0.1-ER-P
PLASTIC	1"	ER	0.1	WM-100-0.1-ER-P
METAL	¾"	RS	0.1	WM-075-0.1-RS-M
METAL	¾"	RS	1.0	WM-075-1.0-RS-M
METAL	1"	RS	1.0	WM-100-1.0-RS-M
METAL	1 ½"	RS	1.0	WM-150-1.0-RS
METAL	2"	RS	10	WM-200-10-RS
METAL	3"	RS	10	WMW-300-10-RS
METAL	4"	RS	10	WMW-400-10-RS
METAL	6"	RS	100	WMW-600-100-RS
METAL	¾"	PD	.0015	WM-075-.0015-PD-M
METAL	1"	PD	.0021	WM-100-.0021-PD-M
METAL	1 ½"	PD	.0074	WM-150-.0074-PD
METAL	2"	PD	1.0	WM-200-1.0-PD
METAL	¾"	ER	0.1	WM-075-0.1-ER-M
METAL	1"	ER	0.1	WM-100-0.1-ER-M
METAL	1 ½"	ER	0.1	WM-150-0.1-ER
METAL	2"	ER	1.0	WM-200-1.0-ER
METAL	3"	ER	1.0	WMW-300-1.0-ER
METAL	4"	ER	1.0	WMW-400-1.0-ER
METAL	6"	ER	10	WMW-600-10-ER

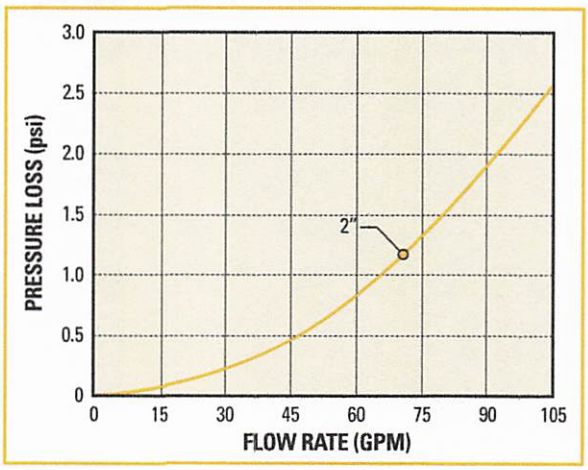
PERFORMANCE DATA (GPM)

SIZE	LOWEST FLOW WITHIN ± 5% ACCURACY	LOWEST FLOW WITHIN ± 2% ACCURACY	NOMINAL FLOW WITHIN ± 2% ACCURACY	MAXIMUM FLOW WITHIN ± 2% ACCURACY
¾"	0.2	0.9	11	14
1"	0.3	1.2	15.4	20
1 ½"	0.9	3.5	44	55
2"	2.0	8.8	88	110
3"	2.0	4	528	660
4"	4.0	6	1,013	1,266
6"	11	15	1,145	1,431

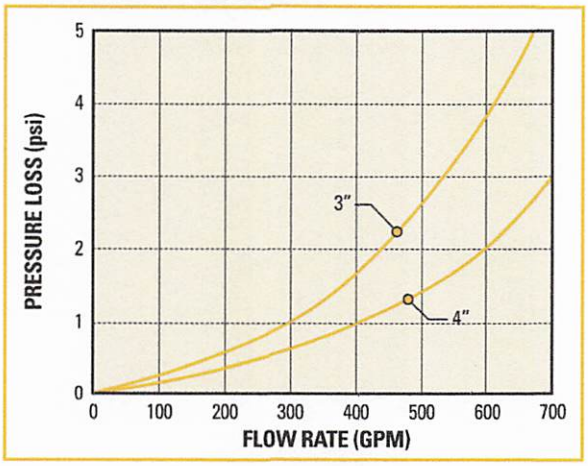
FLOW RATE VS. PRESSURE LOSS



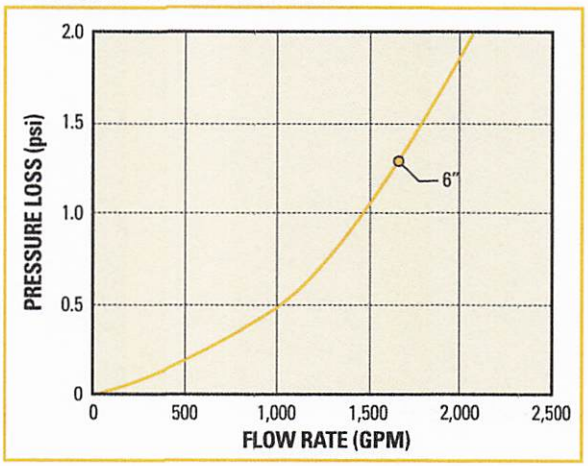
FLOW RATE VS. PRESSURE LOSS



FLOW RATE VS. PRESSURE LOSS



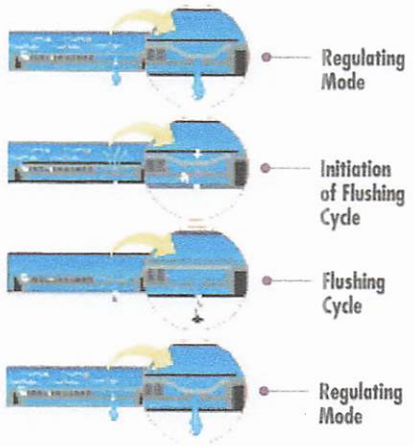
FLOW RATE VS. PRESSURE LOSS



NETAFIM™

Bioline® Dripperline

Pressure Compensating Dripperline for Wastewater



BioLine's Self-Cleaning, Pressure Compensating Dripper is a fully self-contained unit molded to the interior wall of the dripper tubing.

As shown at left, BioLine is continuously self-cleaning during operation, not just at the beginning and end of a cycle. The result is dependable, clog free operation, year after year.

Product Advantages

The Proven Performer

- Tens of millions of feet used in wastewater today.
- Bioline is permitted in every state allowing drip disposal.
- Backed by the largest, most quality-driven manufacturer of drip products in the U.S.
- Preferred choice of major wastewater designers and regulators.
- Proven track record of success for many years of hard use in wastewater applications.

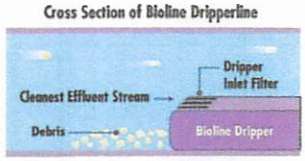
Quality Manufacturing with Specifications Designed to Meet Your Needs

- Pressure compensating drippers assure the highest application uniformity - even on sloped or rolling terrain.
- Excellent uniformity with runs of 400 feet or more - reducing installation costs.
- Highest quality-control standards in the industry: Cv of 0.25 (coefficient of manufacturer's variation).
- A selection of flows and spacings to satisfy the designer's demand for almost any application rate.

Long-Term Reliability

- Protection against plugging:
  - Dripper inlet raised 0.27" above wall of tubing to prevent sediment from entering dripper.
  - Drippers impregnated with Vinyzene to prevent buildup of microbial slime.
  - Unique self-flushing mechanism passes small particles before they can build up.

Cross Section of Bioline Dripperline



Root Safe

- A physical barrier on each BioLine dripper helps prevent root intrusion.
- Protection never wears out - never depletes - releases nothing to the environment.
- Working reliably for up to 15 years in subsurface wastewater installations.
- Additional security of chemical root inhibition with Techfilter - supplies Trifluralin to the entire system, effectively inhibiting root growth to the dripper outlets.

Applications

- For domestic strength wastewater disposal.
- Installed following a treatment process.
- Can be successfully used on straight septic effluent with proper design, filtration and operation.
- Suitable for reuse applications using municipally treated effluent designated for irrigation water.

Specifications

Wall thickness (mil): 45*

Nominal flow rates (GPH): .4, .6, .9*

Common spacings: 12", 18", 24"*

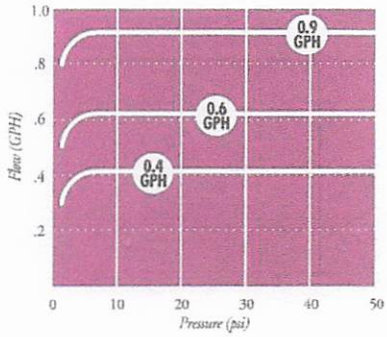
Recommended filtration: 120 mesh

Inside diameter: .570*

Color: Purple tubing indicates non-potable source

*Additional flows, spacings, and pipe sizes available by request. Please contact Netafim USA Customer Service for details.

BIOLINE Flow Rate vs. Pressure



NETAFIM™

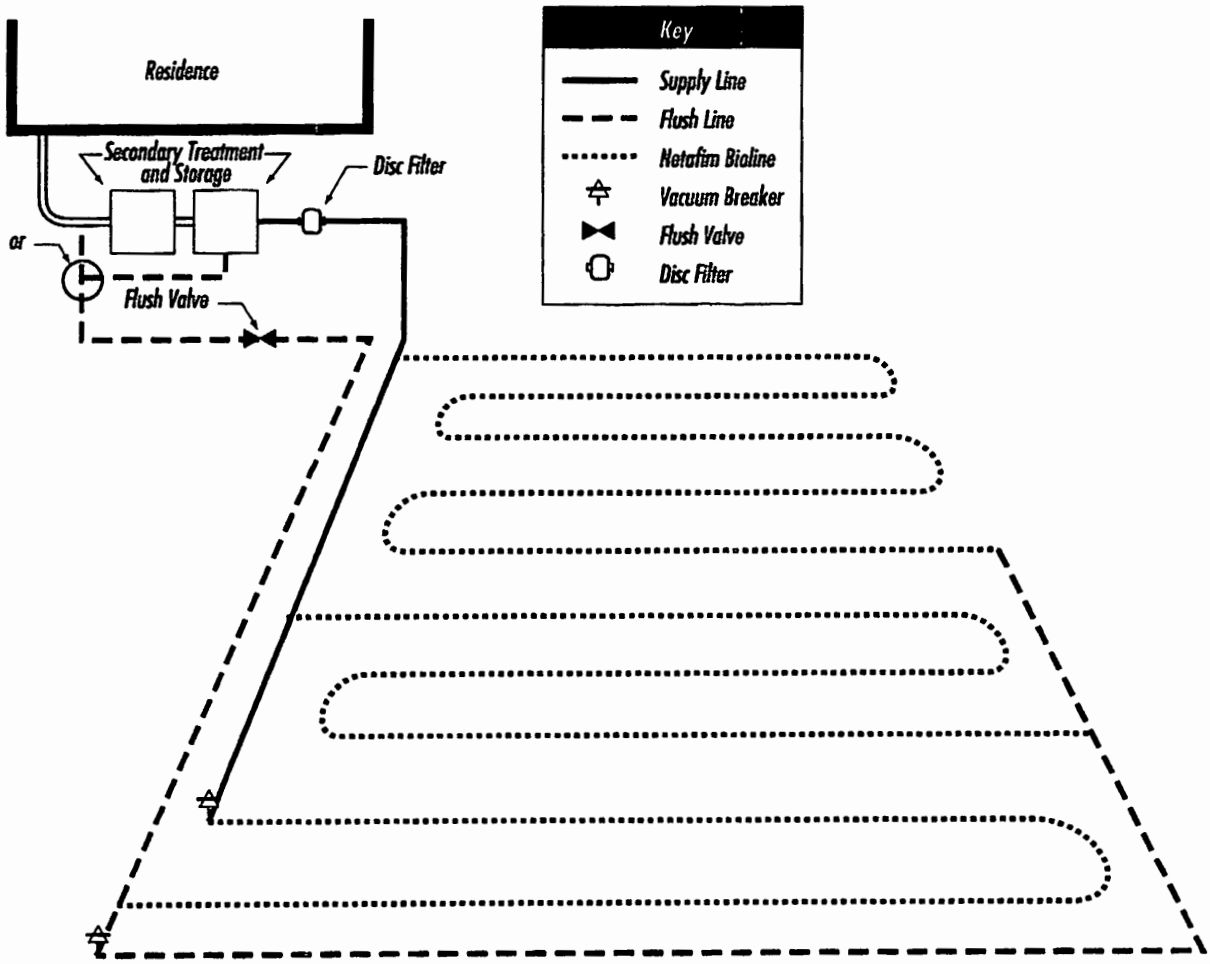
NETAFIM USA
5470 E. Home Ave. • Fresno, CA 93727
888.638.2346 • 559.453.6800
FAX 800.695.4753
www.netafimusa.com

SAMPLE DESIGNS

IRREGULAR FIELD SHAPE LAYOUT

Triangular field with looping and varied positioning of flush manifolds;

- Can be used when site limitations dictate unequal dripperline length with respect to dispersal field length.
- Loop Bioline tubes in order to increase tube length and reduce the number of connections. Attempt to equalize all Bioline run lengths in order to provide an equal field flush.
- Flush Manifold may be located on the same or opposite side of supply manifold. In some cases it may be necessary to make one or more distal end connection to the flush line on an opposing side in order to balance dripperline lengths and limit the number of connections



AFTER RECORDING RETURN TO:
ROBERT D. BURTON, ESQ.
WINSTEAD PC
600 W. 5TH STREET, SUITE 900
AUSTIN, TEXAS 78701
EMAIL: RBURTON@WINSTEAD.COM

DECLARATION OF CONDOMINIUM REGIME FOR RIVER'S EDGE AT GRUENE MASTER CONDOMINIUMS

(A Master Condominium in Comal County, Texas)

Note: *This declaration establishes master condominium units. Master condominium units are subject to further re-subdivision into sub-units by the recordation of a subordinate condominium declaration which is subordinate to this declaration. An owner who acquires a sub-unit will be subject to the terms and conditions of this declaration and the terms and conditions of the subordinate declaration (if any) establishing such owner's sub-unit.*

Declarant: RIVER'S EDGE AT GRUENE, LP, a Texas limited partnership

Copyright © 2025. Winstead, PC. All rights reserved. This declaration may be used only in connection with the condominium regime known as River's Edge at Gruene Master Condominiums in Comal County, Texas and the operation of River's Edge at Gruene Master Condominium Association, Inc.

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UNOFFICIAL

DECLARATION OF CONDOMINIUM REGIME FOR RIVER'S EDGE AT GRUENE MASTER CONDOMINIUMS

RIVER'S EDGE AT GRUENE, LP, a Texas limited partnership("**Declarant**"), is the owner of that certain tract of land in Comal County, Texas, as more particularly described in Exhibit A attached hereto and incorporated herein (the "**Land**"). The Land is hereby submitted to the terms and provisions of the Texas Uniform Condominium Act, Chapter 82 of the Texas Property Code, for the purpose of creating River's Edge at Gruene Master Condominiums.

NOW, THEREFORE, it is hereby declared that the Land, together with all Improvements thereon and all easements, rights, and appurtenances thereto (collectively, the "**Property**"), will be held, sold, conveyed, leased, occupied, used, insured, and encumbered with this Declaration, which will run with the Land and be binding upon all parties having right, title, or interest in or to such property, their heirs, successors, and assigns and will inure to the benefit of each owner thereof.

ARTICLE 1
DEFINITIONS

Unless otherwise defined in this Declaration, terms defined in Section 82.003 of the Act have the same meaning when used in this Declaration. The following words and phrases, whether or not capitalized, have specified meanings when used in the Documents, unless a different meaning is apparent from the context in which the word or phrase is used.

1.1. "**Act**" means Chapter 82 of the Texas Property Code, the Texas Uniform Condominium Act, as it may be amended from time to time.

1.2. "**Applicable Law**" means the statutes and public laws and ordinances in effect at the time a provision of the Documents is applied and pertaining to the subject matter of the Document provision. Statutes and ordinances specifically referenced in the Documents are "Applicable Law" on the date of the Document, and are not intended to apply to the Property if they cease to be applicable by operation of law, or if they are replaced or superseded by one or more other statutes or ordinances.

1.3. "**Assessment**" means any charge levied against a Master Unit or Owner pursuant to the Documents, the Act, or Applicable Law, including but not limited to Regular Assessments, Special Assessments, Individual Assessments, and Deficiency Assessments as defined in *Article 6* of this Declaration.

1.4. "**Association**" means River's Edge at Gruene Master Condominium Association, Inc., a Texas non-profit corporation, the Members of which shall be the Owners. The term "Association" will have the same meaning as the term "property owners' association" in Section 202.001(2) of the Texas Property Code. The failure of the Association to maintain its corporate

charter from time to time does not affect the existence or legitimacy of the Association, which derives its authority from the Documents and the Act.

1.5. "**Board**" means the Board of Directors of the Association.

1.6. "**Bylaws**" mean the bylaws of the Association, as they may be amended from time to time by a Majority of the Board.

1.7. "**Certificate**" means the Certificate of Formation of the Association filed in the Office of the Secretary of State of Texas, as the same may be amended from time to time.

1.8. "**Common Element**s" means all portions of the Property, **SAVE AND EXCEPT** the Master Units. Common Elements include General Common Elements and Limited Common Elements.

1.9. "**Common Expenses**" means the expenses incurred or anticipated to be incurred by the Association for the general benefit of the Regime, including but not limited to those expenses incurred for the operation, maintenance, repair and replacement of Common Elements, replacement reserves for Common Elements and property owned by the Association, reserves for the operation of the Association, the management, administration and operation of the Association, the administration and enforcement of the Documents, and for any expense reasonably related to the purposes for which the Association was formed.

1.10. "**Community Manual**" means the community manual, if any, which may be initially adopted and Recorded by the Declarant as part of the initial project documentation for the Regime. The Community Manual may include the Bylaws and Rules and policies governing the Association. The Community Manual may be amended, from time to time, by a Majority of the Board; provided, however, that during the Development Period, any amendment to the Community Manual must be approved in advance and in writing by the Declarant.

1.11. "**Declarant**" means **RIVER'S EDGE AT GRUENE, LP,** a Texas limited partnership. Notwithstanding any provision in this Declaration to the contrary, Declarant may, by Recorded written instrument, assign, in whole or in part, exclusively or non-exclusively, any of its privileges, exemptions, rights and duties under this Declaration to any Person. Declarant may also, by Recorded written instrument, permit the participation, in whole, in part, exclusively, or non-exclusively, by any other Person in any of its privileges, exemptions, rights and duties under this Declaration.

1.12. "**Declarant Control Period**" means that period of time during which Declarant controls the operation and management of the Association. The duration of the Declarant Control Period is from the date this Declaration is recorded for a maximum period not to exceed one hundred and twenty (120) days after title to seventy-five percent (75%) of the maximum number of Master Units that may be created have been conveyed to Owners other than Declarant.

1.13. "**Declaration**" means this document, as it may be amended from time to time.

1.14. "**Development Period**" means the thirty (30) year period beginning on the date this Declaration is Recorded, during which Declarant has reserved certain rights as more particularly described in this Declaration, including rights related to development, construction, expansion, and marketing of the Property. The Development Period is for a term of years and does not require that Declarant own any portion of the Property. Declarant may terminate the Development Period by Recording a notice of termination executed by the Declarant. During the Development Period, Declarant hereby reserves the following rights with respect to the Property: (i) to construct, or cause to be constructed, Improvements within the Master Units and/or upon the Regime; (ii) to complete all Improvements indicated on the Plat and Plans; (iii) to exercise any development right as defined in Section 82.003(12) of the Act; (iv) to make the Regime part of a larger condominium or planned community; (v) to maintain sales, management, and leasing offices, signs advertising the Regime, and models on the Property; (vi) to use easements through the Common Elements for the purpose of making Improvements within the Regime; (vii) to appoint and remove all officers and Board members during the Declarant Control Period as more particularly described in *Section 10.3* of this Declaration; (viii) to annex additional property into the Regime, and subject such property to this Declaration and the jurisdiction of the Association by Recording a declaration of annexation, executed by Declarant, in the Official Public Records of Comal County, Texas; and (ix) to subdivide a Master Unit into Sub-Units in accordance with *Article 3* provided that Declarant is the Owner of the Master Unit. In addition to the foregoing rights, Declarant has reserved other rights as set forth in this Declaration, some of which may be exercised during and after expiration or termination of the Development Period.

1.15. "**Documents**" mean, individually or collectively as the case may be, this Declaration, the Plat and Plans, the Certificate, Bylaws, and the Rules, if any, as each may be amended from time to time. An attachment, appendix, exhibit, schedule, or certification accompanying a Document is a part of that Document.

1.16. "**General Common Elements**" mean Common Elements which are not Limited Common Elements.

1.17. "**Improvement**" means every structure and all appurtenances of every type and kind, whether temporary or permanent in nature.

1.18. "**Land**" means that certain tract of land in Comal County, Texas as more particularly described in Exhibit A.

1.19. "**Limited Common Elements**", if any, mean those portions of the Common Elements reserved for the exclusive use of one or more Owners to the exclusion of other Owners. Limited Common Elements are allocated pursuant to this Declaration or shown on the Plat and Plans.

1.20. "**Majority**" means more than half.

1.21. "**Master Association**" means River's Edge at Gruene Master Community Association, Inc., a Texas non-profit corporation.

1.22. "**Master Covenant**" means that certain River's Edge at Gruene Master Covenant [Mixed-Use], recorded as Document No. 202506009508 in the Official Public Records of Comal County, Texas, as may be amended from time to time.

1.23. "**Master Documents**" means, singularly or collectively, as the case may be, that certain Master Covenant, any notice of applicability pertaining to all or a portion of the Regime, including without limitation, the Notice of Applicability, the Certificate of Formation of the Master Association, the Bylaws of the Master Association, the Community Manual (as defined in the Master Covenant), and any supplements thereto, any rules and regulations of the Master Association adopted in accordance with the Master Covenant or Bylaws of the Master Association, and any and all other Documents, as such may be defined in the Master Covenant.

1.24. "**Master Unit**" means the physical portion of the Property designated by this Declaration for separate ownership, the boundaries of which are shown on the Plat and Plans and as further described in *Section 5.2* of this Declaration, including any Improvements within such boundaries and any Improvements outside such boundaries, to the extent that the Improvements outside such boundaries exclusively serve a Master Unit. The Regime initially includes two (2) Master Units including Master Unit 1 ("**MU1**") and Master Unit 2 ("**MU2**").

1.25. "**Member**" means a member of the Association, unless the context indicates a member of the Board or a member of a committee of the Association. If a Master Unit is submitted to a Sub-Declaration, then the term "Member" will, <u>for the Master Unit(s) encumbered by the Sub-Declaration</u>, refer to the Sub-Association established pursuant to the Sub-Declaration (acting through the board of directors of such Sub-Association). The term "Member" as used in this Master Declaration shall under no circumstances refer to the Owner of a Sub-Unit created out of a Master Unit.

1.26. "**Mortgagee**" means a holder, insurer, or guarantor of a purchase money mortgage secured by a Recorded senior or first deed of trust lien against a Master Unit or Sub-Unit.

1.27. "**Occupant**" means any Person, including any Owner, Sub-Unit Owner, tenant or other Person having a right to occupy or use all or any portion of a Master Unit for any period of time.

1.28. "**Owner**" means a holder of Recorded fee simple title to a Master Unit. Declarant is the initial Owner of all Master Units. Mortgagees who acquire title to a Master Unit through a deed in lieu of foreclosure or through judicial or non-judicial foreclosure are Owners. Persons having ownership interests merely as security for the performance of an obligation are not

Owners. Every Owner is a Member of the Association. If a Master Unit is submitted to a Sub-Declaration, then only for purposes of voting and representation in the Association, the term "Owner" shall for that Master Unit, or any Sub-Unit created therefrom, refer to the Sub-Association established pursuant to such Sub-Declaration (acting through the board of directors of such Sub-Association).

1.29. "**Permittee**" means any Occupant and any officer, agent, employee, licensee, lessee, customer, vendor, supplier, guest, invitee or contractor of the Association, an Owner, or Declarant.

1.30. "**Person**" means any individual or entity having the legal right to hold title to real property.

1.31. "**Plat and Plans**" means the Plat and Plans attached hereto as Attachment 1, as changed, modified, or amended in accordance with this Declaration or the Act.

1.32. "**Property**" means the Land, together with all Improvements thereon and all easements, rights, and appurtenances thereto, and includes every Master Unit, Sub-Unit and Common Elements thereon or therein.

1.33. "**Record**", "**Recordation**", "**Recorded**" or "**Recording**" means recorded or to be recorded, respectively, in the Official Public Records of Comal County, Texas.

1.34. "**Regime**" means the Property, Master Units, General Common Elements, and Limited Common Elements that comprise the condominium regime established by this Declaration.

1.35. "**Rules**" means the rules and regulations of the Association adopted in accordance with the Documents or the Act.

1.36. "**Sub-Association**" means a condominium association created and authorized to act on behalf of individual owners of a Sub-Condominium. The term "Sub-Association" will have the same meaning as the term "property owners' association" in Section 202.001(2) of the Texas Property Code. The failure of the Sub-Association to maintain its corporate charter from time to time does not affect the existence or legitimacy of the Sub-Association, which derives its authority from the applicable Sub-Declaration, the Sub-Association's certification of formation and bylaws, and the Act.

1.37. "**Sub-Condominium**" means a separate condominium created by the submission of one or more Master Units to the terms and provisions of a Sub-Declaration.

1.38. "**Sub-Declarant**" means the named "declarant" in a Sub-Declaration.

1.39. "**Sub-Declaration**" means an independent declaration of condominium regime Recorded to create a Sub-Condominium from one or more Master Units. Notwithstanding the foregoing, the Recording of a Sub-Declaration will not constitute a subdivision of the Property for zoning or regulatory purposes.

1.40. "**Sub-Unit**" means a condominium unit created out of a portion of a Master Unit pursuant to the terms and provisions of a Sub-Declaration. A Sub-Unit may, but need not, be created out of a Master Unit when submitted to a Sub-Declaration, *i.e.*, a Master Unit may be submitted to a Sub-Declaration without any further subdivision thereunder.

1.41. "**Sub-Unit Owner**" means a holder of Recorded fee simple title to a Sub-Unit. Mortgagees who acquire title to a Sub-Unit through a deed in lieu of foreclosure or through judicial or non-judicial foreclosure are Sub-Unit Owners. Persons having ownership interests merely as security for the performance of an obligation are not Sub-Unit Owners. Every Sub-Unit Owner is a member of the Sub-Association created under the Sub-Declaration establishing such Sub-Unit.

1.42. "**Underwriting Lender**" means a national institutional mortgage lender, insurer, underwriter, guarantor, or purchaser on the secondary market, such as Federal Home Loan Mortgage Corporation (Freddie Mac), or Federal National Mortgage Association (Fannie Mae), singly or collectively. The use of this term and these institutions may not be construed as a limitation on an Owner's financing options or as a representation that the Property is approved by any institution.

1.43. "**Wastewater System(s)**" means the private wastewater system(s), as depicted on the Plat and Plans, that provide wastewater service to each Master Unit. Each Master Unit will be served by a separate Wastewater System. Notwithstanding the foregoing, in the event the Master Unit is submitted to a Sub-Declaration, the tank, grinder pump and controls that exclusively serve a Sub-Unit are considered part of such Sub-Unit.

ARTICLE 2
PROPERTY SUBJECT TO DOCUMENTS

2.1. **Subject To Documents; Additional Restrictions**. The Property is held, transferred, sold, conveyed, leased, occupied, used, insured, and encumbered subject to the terms, covenants, conditions, restrictions, liens, and easements of this Declaration, including rights reserved by the Declarant under this Declaration, which run with the Property, bind all parties having or acquiring any right, title, or interest in the Property, their heirs, successors, and assigns.

2.2. **Additional Property**. Additional real property may be made subject to this Declaration upon the approval of Owners representing at least ninety percent (90%) of the total votes in the Association, except that during the Development Period, Declarant may make

additional property subject to the terms and provisions of the Declaration without the consent of the Owners or the Association. Annexation of additional property is accomplished by executing and Recording a declaration of annexation which includes a description of the additional real property and such other information as may be required by the Act.

2.3. Recorded Easements and Licenses. In addition to the terms, covenants, conditions, restrictions, liens and easements contained in this Declaration, the Property is subject to all easements, licenses, leases, and encumbrances, including those described on Attachment 2, and any shown or referenced on a Recorded plat, each of which is incorporated herein by reference. Each Owner, by accepting an interest in or title to a Master Unit, whether or not it is so expressed in the instrument of conveyance, covenants and agrees to be bound by such easements, licenses, leases, and encumbrances.

2.4. Common Elements. The Common Elements of the Property, which may be comprised of General Common Elements and Limited Common Elements, consist of all of the Property, **SAVE AND EXCEPT** the Master Units, and expressly include the land underlying the Master Units.

ARTICLE 3
SUBDIVISION OF MASTER UNITS; CREATION AND ADMINISTRATION OF SUB-CONDOMINIUMS

3.1. Inseparability of Master Units; No Partition. Except for: (i) the creation of one or more Sub-Units as permitted pursuant to this Declaration; (ii) the granting of easements over and across portions of the Property in accordance with the terms and provisions of the Documents; (iii) the leasing of all or any portion of a Master Unit in accordance with the terms and provisions of this Declaration; (iv) the subdivision of Master Units by the Declarant; and (v) as otherwise permitted pursuant to this Declaration or Applicable Law, each Master Unit will be inseparable, and will be held, transferred, sold, conveyed, leased, occupied, used, insured and encumbered only as an entirety. Unless otherwise permitted by this *Section 3.1*, in no event will a Master Unit be subject to physical partition, and no Owner will bring or be entitled to maintain an action for the partition or division of a Master Unit or Common Elements. Any purported conveyance, judicial sale or other voluntary or involuntary transfer of an undivided interest in the Common Elements without the Master Unit to which such Common Elements are allocated is void *ab initio*, with the exception of the conveyance of any Sub-Unit in a Sub-Condominium in accordance with the terms and provisions of the Sub-Declaration establishing the Sub-Unit.

3.2. Sub-Condominiums. During the Development Period, only Declarant, or any express assignee of Declarant's rights under this *Section 3.2*, provided that such assignment is executed by the Declarant and Declarant's assignee and Recorded, will have the option and ability, by executing and recording a Sub-Declaration which encumbers one or more Master Units, and only with the prior written consent of the Owner of such Master Unit(s) (if other than Declarant), to create a Sub-Condominium that includes one or more Master Units. The creation

of any Sub-Condominium will not modify any obligations, limitations, rights, benefits or burdens established in this Declaration, except as set forth in *Section 3.3* below.

3.3. Obligations under Sub-Declaration.

3.3.1. Apportionment. Upon the Recording of a Sub-Declaration and the creation of Sub-Units thereunder, any and all obligations (including the obligation to pay Assessments), liabilities, limitations, and rights, benefits or burdens established in this Declaration that are attributable to ownership of the Master Unit(s) described in the Sub-Declaration, will automatically be allocated among the Sub-Units and/or the Sub-Association established by the Sub-Declaration. The rights and obligations allocated among Sub-Units and/or the Sub-Association will be determined based on the applicable Sub-Declaration, but in any event all rights and obligations allocated to the Master Unit will be apportioned to each Sub-Unit and/or the Sub-Association (as applicable) created by the Sub-Declaration. Rights or obligations allocated to Sub-Units will be based on one or more formulas set forth in the Sub-Declaration creating such Sub-Units (as determined by the Sub-Declarant in its sole and absolute discretion). Each formula used to allocate rights and obligations to Sub-Units must utilize objective criteria, *e.g.*, number of Sub-Units, square footage of Sub-Units, appraised value of Sub-Units, etc.

3.3.2. Master Unit Owner Obligations. If a Master Unit is submitted to the terms and provisions of a Sub-Declaration, the Master Unit will be relieved and released of all rights and obligations assigned to such Master Unit under this Declaration. Each Sub-Declaration which establishes Sub-Units thereunder must include the following provision:

> "Upon the Recording of this [Sub-Declaration], all liabilities, costs, expenses (including Common Expenses), charges and assessments under the Master Declaration attributable to ownership of the [Master Unit] encumbered by this Sub-Declaration are hereby assigned and allocated to each [Sub-Unit] in accordance with the allocations and assignments set forth in this [Sub-Declaration]. The Owner of each [Sub-Unit] is obligated only for its proportionate share of such liabilities, costs, expenses (common or otherwise), charges and assessment as set forth in this Sub-Declaration. EACH OWNER OF A [SUB-UNIT] AGREES TO INDEMNIFY AND HOLD HARMLESS THE [SUB-UNIT DECLARANT] FROM SUCH OWNER'S SHARE OF ANY AND ALL LIABILITIES, COSTS, EXPENSES (COMMON OR OTHERWISE), CHARGES AND ASSESSMENTS ALLOCATED TO SUCH OWNER'S [SUB-UNIT] UNDER THE TERMS AND PROVISIONS OF [THIS SUB-DECLARATION]. This provision does not act to assign any rights retained by the "Declarant" as such term is defined in the Master Declaration or this [Sub-Declaration]."

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3.3.3. Assessments. As to all Assessments levied by the Association pursuant to this Declaration, unless the Association elects otherwise (which election may be made at any time on fifteen (15) days advance written notice), each Sub-Association shall collect from each owner of a Sub-Unit under the jurisdiction of such Sub-Association, the allocated share of Assessments attributable to such Sub-Unit. All Assessments collected by a Sub-Association shall be promptly remitted to the Association, and in any event remitted to the Association on or before the due date for such Assessments established by the Board. After the Association has provided fifteen (15) days' notice to the Sub-Association, the Association may collect Assessments allocated to the Sub-Unit and enforce its lien against such Sub-Unit without the joinder of the Sub-Association.

3.4. Substantial Compliance with the Act. Each Owner, on behalf of itself and its successors and assigns in title, acknowledges and agrees that the Documents Recorded pursuant to the Act comply with the requirements of the Act and covenants and agrees not to file any lawsuit, arbitration or other legal proceeding challenging the Documents on the grounds that they do not strictly comply with the requirements of the Act.

ARTICLE 4
EASEMENTS

4.1. Common Element Easement. Subject to the provisions of the Documents, each Owner is granted a perpetual and non-exclusive easement of access, ingress, egress, use and enjoyment of, in and to the General Common Elements, such easements being appurtenant to each Master Unit. Declarant hereby reserves for itself, its successors and assigns, a perpetual, non-exclusive easement for access over, across, through and under any road or drive on the Property. Declarant may, assign, in whole or in part, its rights in this easement to any person or entity and may permit the participation, in whole in part, exclusively, or non-exclusively, by any other person or entity in its rights hereunder.

4.2. Association's Access Easement. Declarant hereby declares, grants, creates, imposes and establishes for the benefit of the Association an easement of access and entry over, across, under, and through the Property, including without limitation, the Master Maintained Areas, all Common Elements and each Master Unit and all Improvements thereon to the extent necessary or required for the following purposes:

(a) To perform inspections and/or maintenance that is permitted or required of the Association by the Documents or pursuant to Applicable Law.

(b) To perform inspections and/or maintenance that is permitted or required of the Owner by the Documents or by Applicable Law, if the Owner fails or refuses to perform such inspections or maintenance.

(c) To enforce the Documents.

(d) To exercise self-help remedies permitted by the Documents or pursuant to Applicable Law.

(e) To respond to emergencies.

(f) To perform any and all functions or duties of the Association as permitted or required to be performed by the Association by the Documents or pursuant to Applicable Law.

In exercising the easement reserved herein, in no event will the Association be liable to any Owner for trespass.

4.3. Easement of Cooperative Support. Each Owner of a Master Unit is granted an easement of cooperative support over each adjoining Master Unit and Common Element as needed for the common benefit of the Master Units that share any aspect of the Regime that requires cooperation.

4.4. Utility Easement. Declarant during the Development Period, and the Association thereafter, may grant permits, licenses, and easements over the Property for utilities, and other purposes reasonably necessary for the proper operation of the Regime or the use, operation or development of other property not otherwise subject to the terms and provisions of this Declaration. Declarant, during the Development Period, and the Association thereafter, may grant easements over and across the Master Units to the extent necessary or required to provide utilities to Master Units; provided, however, that such easements will not unreasonably interfere with the residential use of any Master Unit. Such easements may include, without limitation, easements granted to one or more companies or entities, public or private, furnishing utility service to the Property as may be necessary to provide utilities to the Property. Utilities may include, but are not limited to, water, sewer, trash removal, electricity, gas, telephone and security.

4.5. Easement to Inspect and Right to Correct. For a period of ten (10) years after the expiration of the Development Period, Declarant reserves for itself and its Permittees, the right, but not the duty, to inspect, monitor, test, redesign, correct, and relocate any structure, Improvement, or condition that may exist on any portion of the Property, including all Improvements within the Common Elements, the Master Units and any Sub-Units, and a perpetual nonexclusive easement of access throughout the Property to the extent reasonably necessary to exercise this right. Declarant or any party exercising the rights reserved hereunder will promptly repair, at its sole expense, any damage resulting from the exercise of the easement rights reserved hereunder. This Section may not be construed to create a duty of inspection or repair for Declarant or any third party. In support of this reservation, each Owner, by accepting an interest in or title to a Master Unit or Sub-Unit, hereby grants to Declarant and its Permittees an easement of access and entry over, across, under, and through the Owner's Master Unit and/or Sub-Unit for the purposes set forth in this Section.

ARTICLE 5
MASTER UNITS; COMMON ELEMENTS AND ALLOCATIONS

5.1. Initial Submitted Master Units; Maximum Number of Master Units; and Additional Master Units. The Regime initially consists of two (2) Master Units, consisting of MU1 and MU2. During the Development Period, Declarant hereby reserves the right to create additional Master Units through the subdivision of the existing Master Units initially subjected to this Declaration or the addition of land to the Property. The maximum number of Master Units which may be created by the Declarant is three (3). To subdivide or create a Master Unit, Declarant during the Development Period may from time to time execute and Record an amendment to this Declaration creating additional Master Units. An amendment creating additional Master Units will: (i) assign an identifying number to each new Master Unit; (ii) reallocate the Common Interest Allocation, and percentage of liability for Common Expenses to each new Master Unit using the formulas set forth in this Declaration for such allocations; (iii) describe any Limited Common Elements designated to each new Master Unit; and (iv) include the information required by Section 82.055 and Section 82.059(b) of the Act, as applicable. In the event that Declarant is not the Owner of a Master Unit to be subdivided, then the amendment must also be executed and acknowledged by the Owner of the Master Unit. To add additional property to the Regime, Declarant will Record a declaration of annexation in the Official Public Records of Comal County, Texas, which will include a description of the additional real property. The declaration of annexation may also include a description of the Master Units added to the Regime if the Declarant elects to create Master Units upon Recordation of the declaration of annexation OR Declarant may elect to create additional Master Units or Common Elements on the additional property subsequent to the Recordation of the declaration of annexation. No assurance is given as to the dispersion of new Master Units, total number of new Master Units, or size of such Master Units.

5.2. Master Unit Boundaries. The boundaries and identifying number of each Master Unit are shown on the Plat and Plans attached hereto as Attachment 1. The boundaries of each Master Unit are further described as follows:

5.2.1. Lower Boundary of Master Unit. The horizontal plane parallel to and one-hundred feet (100′) below the finished grade of the land within the Master Unit.

5.2.2. Upper Boundary of Master Unit. The horizontal plane parallel to and two-hundred fifty feet (250′) above the lower boundary of the Master Unit.

5.2.3. Lateral Boundaries of Master Unit. A plane located on each side of a Unit perpendicular to the lower and upper horizontal planes, from the lower boundary of the Master Unit to the upper boundary of the Master Unit, as more particularly described on Attachment 1.

5.3. <u>What a Master Unit Includes</u>. Each Master Unit includes the spaces and Improvements within the lower, upper, and lateral boundaries defined in *Section 5.2*. In addition to the Improvements within the Master Unit, each Master Unit also includes Improvements, fixtures, and equipment serving each Master Unit <u>exclusively</u>, whether located within, outside, or below the Master Unit.

5.4. <u>Additional Information to Interpret Master Unit Boundaries</u>. In the event that there is a conflict between the boundaries of a Master Unit as described in this Section and as shown on the Plat and Plans, the Plat and Plans shall control. It is the express intent of the Declarant that the property described as being part of a Master Unit will for all purposes herein be treated as and constitute a lawfully described "Unit" as that term is defined in the Act. In the event that there is a final judicial determination by a court of competent jurisdiction that the boundaries of a Master Unit or any portion thereof are so indefinite and vague so as to not create a legally constituted "Unit" within the meaning of the Act, then that portion of the Master Unit that has not been adequately described shall be severed from the property deemed a part of the Master Unit (if the remainder of the Master Unit, excluding the severed portion thereof, constitutes a properly described "Unit" under the Act) and shall thereafter be deemed to be Limited Common Elements reserved to the exclusive use of said Master Unit, subject to the rights and obligations of other Owners with respect to said property.

5.5. <u>Wastewater System – Notice</u>. For purposes of Chapter 366, Texas Health and Safety Code and 30 Texas Administrative Code Chapter 285, which regulate the sewage systems that will be serving each Master Unit, it is acknowledged that a Master Unit, as described and authorized in this Declaration, is considered a tract for the purposes of determining sewage flow limits. A Master Unit may not be altered such that the sewage flow from that Master Unit exceeds 5,000 gallons per day. Such a change may result in the repeal of the OSSF permit for that Master Unit and require that a wastewater permit is obtained from TCEQ.

5.6. <u>Limited Common Elements</u>. On the date this Declaration was Recorded, no Limited Common Elements have been allocated to Master Units. Limited Common Elements, if any, allocated to a Master Unit include those portions of the Property designated as Limited Common Elements for the benefit of such Master Unit pursuant to the terms and provisions of this Declaration and/or shown on the Plat and Plans.

5.7. <u>Subsequent Allocation of Limited Common Elements.</u> A Common Element not allocated by this Declaration as a Limited Common Element may be so allocated only in accordance with the Act or the provisions of this Declaration. During the Development Period, Declarant hereby reserves the right to create and further assign Limited Common Elements within the Regime (provided that no reallocation of Limited Common Element may be made to a Master Unit not owned by the Declarant without consent of the Owner of such Master Unit). Unless prosecuted by Declarant pursuant to this *Section 5.7*, an amendment reallocating Limited Common Elements must be executed by the Owners between or among whose Master Units the reallocation is made and their Mortgagees. An amendment required to be executed by Owners

will be delivered to the Association which shall Record the amendment at the expense of the reallocating Owners. The Owners executing the amendment will prepare the amendment at their sole cost and expense and will reimburse the Association for its reasonable attorneys' fees in connection with review and Recording of the amendment. No reallocation of Limited Common Elements between or among Owners may be made without the written consent of the Declarant until expiration or termination of the Development Period.

5.8. Common Interest Allocation. The percentage of interest in the Common Elements (the "**Common Interest Allocation**") allocated to each Master Unit is set forth on Attachment 3 and is assigned to each Master Unit in accordance with a ratio of one (1) to the total number of Master Units established by this Declaration. The same formula will be used in the event the Common Interest Allocation is reallocated as a result of any increase or decrease in the number of Master Units subject to this Declaration. In the event an amendment to this Declaration is filed which reallocates the Common Interest Allocation as a result of any increase or decrease in the number of Master Units the reallocation will be effective on the date such amendment is Recorded. As provided in *Section 3.3* above, the Common Interest Allocation assigned to a Master Unit will be re-allocated to Sub-Units in the event a Master Unit is subjected to a Sub-Declaration.

5.9. Common Expense Liabilities. The percentage of liability for Common Expenses assigned to each Master Unit and levied pursuant to *Article 6* is equal to the Common Interest Allocation allocated to the Master Unit pursuant to *Section 5.8*. As provided in *Section 3.3* above, the percentage of liability for Common Expenses assigned to a Master Unit will be re-allocated to Sub-Units in the event a Master Unit is subjected to a Sub-Declaration.

5.10. Votes. The number of votes allocated to each Master Unit is set forth on Attachment 3 to this Declaration. One vote is allocated to each Master Unit. Votes allocated to a Master Unit will be exercised by the Owner or collective Owners of the Master Unit to which the votes have been assigned; provided, however, that if a Master Unit has been submitted to the terms and provisions of a Sub-Declaration, the Sub-Association established pursuant to such Sub-Declaration, acting by and through its Board of Directors, shall be and is hereby authorized to exercise all votes attributable to such Master Unit.

ARTICLE 6
COVENANT FOR ASSESSMENTS

6.1. Purpose of Assessments. The Association will use Assessments for the general purposes of preserving and enhancing the Regime, including but not limited to the operation, maintenance, repair and replacement of General Common Elements and other portions of the Property to be maintained by the Association, replacement reserves for General Common Elements and property owned by the Association, reserves for the operation of the Association, the management, administration and operation of the Association, the administration and enforcement of the Documents, and for any expense reasonably related to the purposes for which the Association was formed. If made in good faith, the Board's decision with respect to the use

of Assessments is final. In the event Sub-Units are created, each Sub-Unit Owner will be obligated to pay Assessments as set forth herein or otherwise in accordance with the formulas and allocations set forth in the Sub-Declaration which establishes such Sub-Units. Upon the Recording of a Sub-Declaration, for the purposes of Assessments only, the term Master Unit and Master Unit Owner as used in this *Article 6* will be deemed to extend to each Sub-Unit created out of a Master Unit and the owner of such Sub-Unit.

6.2. Personal Obligation. An Owner is obligated to pay Assessments levied by the Association against the Owner or the Owner's Master Unit. As set forth in *Section 3.3*, upon subjecting a Master Unit to a Sub-Declaration, any and all obligations (including the obligations to pay Assessments), liabilities, limitations, and rights, benefits or burdens established in this Declaration and that are attributable to ownership of the Master Unit described in the Sub-Declaration, shall be apportioned among the Sub-Units established by the Sub-Declaration. Subject to the provisions of *Section 6.10*, payments are made to the Association at its principal office or at any other place the Board directs. Payments must be made in full regardless of whether an Owner has a dispute with the Association, another Owner, or any other Person or entity regarding any matter to which this Declaration pertains. No Owner may exempt himself from his Assessment liability by waiver of the use or enjoyment of the Common Elements, by abandonment of such Owner's Master Unit, or for any other reason. An Owner's obligation is not subject to offset by the Owner, nor is it contingent on the Association's performance of the Association's duties under the Act or the Documents. Payment of Assessments is both a continuing affirmative covenant personal to the Owner and a continuing covenant running with the Master Unit.

6.3. Types of Assessments Levied by the Association. There are four (4) types of Assessments levied by the Association: Regular Assessments, Special Assessments, Individual Assessments and Deficiency Assessments.

6.4. Declarant Contribution to Assessments. Until the first levy of an Assessment against any Owner, which will be deemed to occur on the first day of the calendar month after the conveyance of the first Master Unit (or Sub-Unit) by the Declarant unless an earlier date is established by the Board, the Declarant will pay all Common Expenses of the Association. After the first levy of Assessments, for each Master Unit owned by Declarant, Declarant is liable for Individual Assessments, and Deficiency Assessments in the same manner as any Owner. Regarding other Assessments, until the earlier to occur of three (3) years from Declarant's first conveyance of a Master Unit or expiration or termination of the Declarant Control Period, Declarant, at Declarant's option, may support the Association's budget by either of the following methods: (i) Declarant will pay Regular Assessments on each Declarant owned Master Unit in the same manner as any Owner; or (ii) Declarant will assume responsibility for the difference between the Association's operational expenses discharged through Regular Assessments as they are paid by the Association and the Regular Assessments received from Owners other than Declarant. The "operational expenses" excludes replacement and operational reserves. On the earlier to occur of three (3) years after the first conveyance of a Master Unit (or Sub-Unit) by the

Declarant or expiration or termination of the Declarant Control Period, Declarant will pay all Regular Assessments on each Declarant owned Master Unit. Declarant expressly reserves the right upon the conveyance of a Master Unit (or Sub-Unit) from Declarant to any Person, to collect at such closing the prorated amount of any expenses, such as insurance and taxes, that Declarant has prepaid to the Association or directly to others on behalf of the Master Unit (or Sub-Unit) then being conveyed.

6.5. Regular Assessments.

6.5.1. Purpose of Regular Assessments. Regular Assessments are used for Common Expenses related to the recurring, periodic, and anticipated responsibilities of the Association, including but not limited to:

(a) Operation, maintenance, repair, and replacement, as necessary, of the General Common Elements and Improvements, equipment, signage, and property owned by the Association;

(b) Utilities billed to the Association;

(c) Taxes on property owned by the Association and the Association's income taxes;

(d) Management, legal, accounting, auditing, and professional fees for services to the Association;

(e) Costs of operating the Association, such as telephone, postage, office supplies, printing, meeting expenses, and educational opportunities of benefit to the Association;

(f) Insurance premiums and deductibles;

(g) Contributions to operational reserves and replacement and repair reserves; and

(h) Any other expense which the Association is required by Applicable Law or the Documents to pay, or which in the opinion of the Board is necessary or proper for the operation and maintenance of the Regime or for enforcement of the Documents.

6.5.2. Annual Budget – Regular Assessments. The Board will prepare and approve an annual budget with the estimated expenses to be incurred by the Association for each fiscal year. The budget will take into account the estimated income and Common Expenses for the year, contributions to reserve funds, and a projection for uncollected receivables. The Board will make the budget or a summary of the budget available to the

Owner of each Master Unit, although failure to receive a budget or budget summary will not affect an Owner's liability for Assessments.

6.5.3. Basis of Regular Assessments. Regular Assessments will be based on the annual budget. Each Master Unit will be liable for its allocated share of the annual budget in proportion to the percentage of liability for Common Expenses allocated to each Master Unit in accordance with *Section 5.8*. If the Board does not approve an annual budget or fails to determine new Regular Assessments for any year, or delays in doing so, Owners of Master Units will continue to pay the Regular Assessment as last determined by the Board.

6.5.4. Supplemental Increases. If, during the course of a year, the Board determines that Regular Assessments are insufficient to cover the estimated Common Expenses for the remainder of the year, the Board may increase Regular Assessments for the remainder of the fiscal year in an amount that covers the estimated deficiency. Supplemental increases will be apportioned among the Master Units in the same manner as Regular Assessments.

6.6. Special Assessments. The Board may levy one or more Special Assessments against all Master Units for the purpose of defraying, in whole or in part, Common Expenses not anticipated by the annual budget or reserve funds. Special Assessments may be used for the same purposes as Regular Assessments. Special Assessments do not require the approval of the Owners, except that Special Assessments for the acquisition of real property by the Association must be approved by Owners representing at least a sixty-seven percent (67%) of the votes in the Association. Special Assessments will be apportioned among the Master Units in accordance with *Section 5.8*. Until such time as Declarant no longer owns a Master Unit or a Sub-Unit, and notwithstanding any provision in this *Section 6.6* to the contrary, no Special Assessment may be adopted by the Board unless first approved in writing by the Declarant unless such Special Assessment is for expenses required to be incurred by the Association under the Act.

6.7. Individual Assessments. The Board may levy an Individual Assessment against an Owner of a Master Unit and the Owner's Master Unit. Individual Assessments may include, but are not limited to: interest, late charges, and collection costs on delinquent Assessments; reimbursement for costs incurred in bringing an Owner or the Owner's Master Unit into compliance with the Documents; fines for violations of the Documents; transfer-related fees and resale certificate fees; fees for estoppel letters and copies of the Documents; insurance deductibles; and reimbursement for damage or waste caused by willful or negligent acts of the Owner, Occupant, or their respective Permittees.

6.8. Deficiency Assessments. The Board may levy a Deficiency Assessment against the Master Units for the purpose of defraying, in whole or in part, the cost of maintenance, repair, and replacement, of Common Elements, as necessary, performed by the Association or its

Permittees if insurance proceeds or condemnation awards prove insufficient. Deficiency Assessments will be apportioned among the Master Units in accordance with *Section 5.8*.

6.9. Due Date. Regular Assessments are due annually on January 31st or on such other date or frequency as the Board may designate in its sole and absolute discretion, and are delinquent if not received on or before such date. Special, Individual, and Deficiency Assessments are due on the date stated in the notice of Assessment or, if no date is stated, within ten (10) days after notice of the Special, Individual, or Deficiency Assessment is given.

6.10. Collection of Assessments from Sub-Unit Owners. Unless otherwise directed in writing by the Association, each Sub-Association will collect Assessments levied pursuant to this Declaration from the Sub-Units and any Master Unit (if such Master Unit has not been subdivided into Sub-Units) under that Sub-Association's jurisdiction. Each Sub-Association shall promptly remit to the Association any and all Assessments so collected. If a Sub-Association fails to timely collect any portion of the Assessments due from the owner of a Sub-Unit and/or Master Unit, then the Association may collect Assessments allocated to the Sub-Unit and enforce its lien against such Sub-Unit and/or Master Unit without the joinder of the Sub-Association.

6.11. Reserve Funds. The Association will establish, maintain, and accumulate reserves for operations and for replacement and repair. The Association will budget for reserves and may fund reserves out of Regular Assessments or Special Assessments.

6.11.1. Operations Reserves. The Association may maintain operational reserves at a level determined by the Board to be sufficient to cover the cost of operational or maintenance emergencies or contingencies, including deductibles on insurance policies maintained by the Association.

6.11.2. Replacement & Repair Reserves – Common Elements. The Association will maintain replacement and repair reserves at a level that anticipates the scheduled replacement or major repair of components of the General Common Elements.

6.12. Declarant's Right to Inspect and Correct Accounts. For a period of ten (10) years after expiration or termination of the Declarant Control Period, Declarant reserves for itself and for Declarant's accountants and attorneys, the right, but not the duty, to inspect, correct, and adjust the Association financial records and accounts established during the Declarant Control Period. The Association may not refuse to accept an adjusting or correcting payment made by or for the benefit of Declarant. By way of illustration but not limitation, Declarant may find it necessary to recharacterize an expense or payment to conform to Declarant's obligations under the Documents or Applicable Law. This Section may not be construed to create a duty for Declarant or a right for the Association. In support of this reservation, each Owner, by accepting an interest in or title to a Master Unit, hereby grants to Declarant a right of access to the Association's books and records that is independent of Declarant's rights during the Declarant Control and Development Periods.

6.13. **Association's Right to Borrow Money**. The Association is granted the right to borrow money, subject to the ability of the Association to repay the borrowed funds from Assessments. To assist its ability to borrow, the Association is granted the right to encumber, mortgage, or pledge any of its real or personal property, and the right to assign its right to future income, as security for money borrowed or debts incurred, provided that the rights of the lender in the pledged property are subordinate and inferior to the rights of the Owners hereunder.

6.14. **Limitations of Interest**. The Association, and its officers, directors, managers, and attorneys, intend to conform strictly to the usury restrictions imposed by Applicable Law. Notwithstanding anything to the contrary in the Documents or any other document or agreement executed or made in connection with the Association's collection of Assessments, the Association will not in any event be entitled to receive or collect, as interest, a sum greater than the maximum amount permitted by Applicable Law. If from any circumstances whatsoever, the Association ever receives, collects, or applies as interest a sum in excess of the maximum rate permitted by Applicable Law, the excess amount will be applied to the reduction of applicable Assessments, or reimbursed to the Owner if those Assessments are paid in full.

6.15. **Audited Financial Statements**. The Association will have an audited financial statement for the preceding full fiscal year of the Association prepared and made available within one hundred and twenty (120) days after the Association's fiscal year-end.

ARTICLE 7
ASSESSMENT LIEN

7.1. **Assessment Lien**. Each Owner, by accepting an interest in or title to a Master Unit, whether or not it is so expressed in the instrument of conveyance, covenants and agrees to pay Regular Assessments, Special Assessments, Individual Assessments, and Deficiency Assessments to the Association. Each Assessment is a charge on the Master Unit and is secured by a continuing lien on the Master Unit. Each Owner, and each prospective Owner, is placed on notice that title to the Owner's Master Unit may be subject to the continuing lien for Assessments attributable to a period prior to the date the Owner purchased the Master Unit. An express lien on each Master Unit is hereby granted and conveyed by Declarant to the Association to secure the payment of Regular Assessments, Special Assessments, Individual Assessments and Deficiency Assessments. In furtherance of, and not in limitation of, the provisions of *Section 3.3*, upon subjecting a Master Unit to the terms and provisions of a Sub-Declaration, the lien rights established pursuant to this Declaration and vested in the Association shall automatically, and without requiring further action, attach to each individual Sub-Unit created pursuant to the Sub-Declaration in lieu of the entire Master Unit submitted to the terms and provisions of the Sub-Declaration.

7.2. **Superiority of Assessment Lien**. The Assessment lien is superior to all other liens and encumbrances on a Master Unit, except only for: (i) real property taxes and assessments levied by governmental and taxing authorities; (ii) a Recorded deed of trust lien securing a loan for acquisition or the construction of Improvements upon the Master Unit; (iii) a deed of trust or

vendor's lien Recorded before this Declaration; or (iv) a first or senior purchase money vendor's lien or deed of trust lien Recorded before the date on which the delinquent Assessment became due. The Assessment lien is superior to any Recorded assignment of the right to insurance proceeds on the Master Unit unless the assignment is part of a superior deed of trust lien.

7.3. Effect of Mortgagee's Foreclosure. Foreclosure of a superior lien extinguishes the claim by the Association against the Master Unit for unpaid Assessments that became due before the sale, but does not extinguish the claim by the Association against the former Owner. The purchaser at the foreclosure sale of a superior lien is liable for Assessments coming due from and after the date of the foreclosure sale.

7.4. Notice and Release of Notice. The lien established hereby for Assessments is created by Recordation of this Declaration, which constitutes record notice and perfection of the lien. No other Recordation of a lien or notice of lien is required. However, the Association, at its option, may cause a notice of the lien to be Recorded. If the debt is cured after a notice has been Recorded, the Association will Record a release of the notice at the expense of the curing Owner. The Association may require reimbursement of its costs of preparing and Recording the notice before granting the release.

7.5. Power of Sale. By accepting an interest in or title to a Master Unit, each Owner grants to the Association a private power sale in connection with the Association's assessment liens. The Board may appoint, from time to time, any Person, including an officer, agent, trustee, substitute trustee, or attorney, to exercise the Association's lien rights on behalf of the Association, including the power of sale. Any such appointment must be in writing and may be in the form of a resolution duly adopted by the Association.

7.6. Foreclosure of Lien. The Assessment lien may be enforced by judicial or expedited judicial foreclosure. Expedited judicial foreclosure must comply with Rule 736 of the Texas Rules of Civil Procedure. A foreclosure must be conducted in accordance with the provisions applicable to the exercise of powers of sale as set forth in Section 51.002 of the Texas Property Code, or in any manner permitted by Applicable Law. In any foreclosure, the Owner will be required to pay all costs and expenses for the proceedings, including reasonable attorneys' fees. The Association has the power to bid on the Master Unit at a foreclosure sale initiated by it and to acquire, hold, lease, mortgage, and convey same.

ARTICLE 8
EFFECT OF NONPAYMENT OF ASSESSMENTS

8.1. Delinquency. An Assessment is delinquent if the Association does not receive payment in full by the Assessment's due date. The Association may delegate some or all of its collection procedures and remedies, as it in its sole discretion deems appropriate, to an attorney or a debt collector. The Association is not liable to an Owner or other Person for its failure or inability to collect or attempt to collect an Assessment. The following remedies are in addition to

and not in substitution for all other rights and remedies which the Association may have pursuant to the Documents or Applicable Law. In the event a Master Unit is submitted to a Sub-Declaration, the term Master Unit and Owner as used in this *Article 8* will extend to each Sub-Unit and the Sub-Unit's Owner.

8.2. **Interest**. Delinquent Assessments are subject to interest from the due date until paid, at a rate to be determined from time to time by the Board, not to exceed the lesser of eighteen percent (18%) per annum or the maximum rate permitted by Applicable Law. If the Board fails to establish a rate, the rate is ten percent (10%) per annum.

8.3. **Late Fees**. Delinquent Assessments are subject to reasonable late fees, at a rate to be determined by the Board.

8.4. **Collection Expenses**. The Owner of a Master Unit against which Assessments are delinquent is liable to the Association for reimbursement of reasonable costs incurred by the Association to collect the delinquent Assessments, including attorneys' fees and processing fees charged by the manager.

8.5. **Acceleration**. If an Owner defaults in paying Assessments that are payable in installments, the Association may accelerate the remaining installments on ten (10) days' written notice to the defaulting Owner. The entire unpaid balance of the Assessment becomes due on the date stated in the notice.

8.6. **Money Judgment**. The Association may file suit seeking a money judgment against an Owner delinquent in the payment of Assessments without foreclosing or waiving its lien for Assessments.

8.7. **Notice to Mortgagee**. The Association may notify and communicate with any holder of a lien against a Master Unit regarding the Owner's default in payment of Assessments.

8.8. **Application of Payments**. The Association may adopt and amend policies regarding the application of payments. After the Association notifies the Owner of a delinquency, any payment received by the Association may be applied in the following order: Collection Expenses, Interest, Late Fees, Individual Assessments, Deficiency Assessments, Special Assessments, and (lastly) Regular Assessments. The Association may refuse to accept partial payment, i.e., less than the full amount due and payable. The Association may also refuse to accept payments to which the payer attaches conditions or directions contrary to its policy for applying payments. The policies of the Association may provide that endorsement, deposit and posting of a payment to an Owner's account does not constitute acceptance of the payment or of any conditions or directions attached to the payment.

ARTICLE 9
MAINTENANCE AND REPAIR OBLIGATIONS

9.1. Association Maintains.

9.1.1. Common Elements. The Association's maintenance obligations will be discharged when and how the Board deems appropriate. The Association maintains, repairs and replaces, as a Common Expense, the General Common Elements (excluding the Master Maintained Area), and those portions of the Property specifically identified in this Declaration to be maintained by the Association.

9.1.2. When Responsibilities are Relieved. The Association may be relieved of all or any portion of its maintenance responsibilities herein to the extent that: (i) such property is dedicated to any local, state or federal government or quasi-governmental entity; or (ii) the property to be maintained is designated as a Master Maintained Area in accordance with *Section 9.2* below; provided, however, that in connection with such assumption, assignment or dedication, the Association may reserve or assume the right or obligation to continue to perform all or any portion of its maintenance responsibilities, if the Board determines that such maintenance is necessary or desirable.

9.1.3. Owner's Expense. Subject to the maintenance responsibilities herein provided, any maintenance or repair performed on or to the Common Elements by an Owner or Occupant that is the responsibility of the Association hereunder shall be performed at the sole expense of such Owner or Occupant and the Owner and Occupant will not be entitled to reimbursement from the Association even if the Association accepts the maintenance or repair. This paragraph may not be interpreted to evidence consent to any repair or maintenance by an Owner or Occupant of components otherwise the responsibility of the Association, it being understood that no repair or maintenance may be done to such portions of the Regime without the advance written consent of the Association. This paragraph is only intended to foreclose any claim for reimbursement by an Owner or Occupant in the event of any such unauthorized maintenance or repairs.

9.1.4. No Liability. The Association will not be liable for injury or damage to Person or property caused by the elements or by the Owner or Occupant of any Master Unit or any other Person. The Association will not be liable to any Owner of any Master Unit or such Owner's Occupant or Permittee for loss or damage, by theft or otherwise, of any property, which may be stored in or upon any of the Common Elements or any Master Unit. The Association will not be liable to any Owner or Occupant, for any damage or injury caused in whole or in part by the Association's failure to discharge its responsibilities under this Section where such damage or injury is not a foreseeable, natural result of the Association's failure to discharge its responsibilities. No diminution or abatement of Assessments will be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or

performed by the Association under this Declaration or for inconvenience or discomfort arising from the making of repairs or Improvements which are the responsibility of the Association or from any action taken by the Association to comply with Applicable Law.

9.2. Master Maintained Area. The Master Association, by its execution of this Declaration, accepts responsibility for the maintenance, repair, and replacement of those portions of the Property designated as a "**Master Maintained Area**" or "MMA" on the Plat and Plans, or otherwise designated pursuant to this *Section 9.2*, from time to time, to be maintained, repaired, and replaced by the Master Association, the costs of which will be discharged through assessments levied by the Master Association in accordance with the Master Covenant. The Declarant during the Development Period, and after expiration of the Development Period the Board, with the advance written consent of the Master Association, may from time to time add to, subtract from, or otherwise modify the Master Maintained Area. The addition, subtraction, or modification of the Master Maintained Area shall be evidenced by a written Recorded instrument. Each Owner, by accepting an interest in or title to a Unit, whether or not it is so expressed in the instrument of conveyance, grants to the Master Association an easement of access and entry over, across, under, and through the Property, including without limitation, all Common Elements and the Units.

9.3. Master Association's Access Easement. Each Owner, by accepting an interest in or title to a Unit, whether or not it is so expressed in the instrument of conveyance, grants to the Master Association an easement of access and entry over, across, under, and through the Property, including without limitation, the Master Maintained Areas, all Common Elements, and the Owner's Unit and all Improvements thereon (excluding entry into the residence constructed on a Unit) for the following purposes:

(a) To maintain, repair, and replace the Master Maintained Areas and to perform inspections and/or other maintenance that is permitted or required of the Master Association by the Documents, the Master Documents, or by Applicable Law.

(b) To perform maintenance that is permitted or required of the Owner by the Documents, the Master Documents, or by Applicable Law, if the Owner fails or refuses to perform such maintenance.

(c) To enforce the Master Documents or Documents.

(d) To exercise self-help remedies permitted by the Master Documents or by Applicable Law.

(e) To grant easements to utility providers as may be necessary to install, maintain, and inspect utilities serving any portion of the Property.

(f) To respond to emergencies.

(g) To perform any and all functions or duties of the Master Association as permitted or required by the Documents, the Master Documents, or by Applicable Law.

9.4. Owner Responsibility. Except as otherwise expressly provided in this Declaration, each Owner will operate and fully maintain, repair and, when necessary, replace, at its cost and expense, all portions of such Owner's Master Unit, all Limited Common Elements exclusively assigned to such Master Unit, including all Improvements located therein.

9.5. Owner's Default In Maintenance. If the Board determines that an Owner has failed to properly discharge his obligation to maintain, repair, and replace items for which the Owner is responsible, the Board may give the Owner written notice of the Association's intent to provide the necessary maintenance at Owner's expense. The notice must state, with reasonable particularity, the maintenance deemed necessary and a reasonable period of time in which to complete the work. If the Owner fails or refuses to timely perform the maintenance, the Association may do so at Owner's expense, which is an Individual Assessment against the Owner and his Master Unit. In case of an emergency, however, the Board's responsibility to give the Owner written notice may be waived and the Board may take any action it deems necessary to protect persons or property, the cost of the action being the Owner's expense.

9.6. Measures Related to Insurance Coverage. The Board, upon resolution, will have the authority to require all or any Owner(s) to do any act or perform any work involving portions of the Regime which are the maintenance responsibility of the Owner, which will, in the Board's sole discretion, decrease the possibility of fire or other damage in the Regime, reduce the insurance premium paid by the Association for any insurance coverage or otherwise assist the Board in procuring or maintaining such insurance coverage.

9.7. Disputes. If a dispute arises regarding the allocation of maintenance responsibilities by this Declaration, the dispute will be resolved by the Declarant during the Development Period, and the Board thereafter, who will delegate such maintenance responsibility to either the Association or the individual Owner(s), as determined by the Declarant or the Board (as the case may be) in its sole and absolute discretion.

ARTICLE 10
ASSOCIATION OPERATIONS

10.1. Board. Unless the Documents expressly reserve a right, action, or decision to the Owners, Declarant, or another party, the Board acts in all instances on behalf of the Association. Unless the context indicates otherwise, references in the Documents to the "Association" may be construed to mean "the Association acting through its Board of Directors."

10.2. The Association.

10.2.1. Generally. The duties and powers of the Association are those set forth in the Documents, together with the general and implied powers of a condominium association and a nonprofit corporation organized under Applicable Law. Generally, the Association may do any and all things that are lawful and necessary, proper, or desirable in operating for the peace, health, comfort, and general benefit of its Members, subject only to the limitations on the exercise of such powers as stated in the Documents. The Association comes into existence on issuance of its corporate charter. The Association will continue to exist at least as long as the Declaration is effective against the Property, regardless of whether its corporate charter lapses from time to time.

10.2.2. Further Rights. In addition to and not in limitation of all other rights it may have, the Association, acting through the Board, shall have the right and authority to take any or all of action set forth below:

(a) To make and to enforce reasonable Rules governing the use of the Master Units and the Common Elements;

(b) To enforce the Documents by the imposition of reasonable monetary fines and suspension of use and voting privileges as permitted pursuant to the Act;

(c) To grant and accept permits, licenses, utility easements, leases, and other easements;

(d) To acquire, hold, and dispose of tangible and intangible personal property and real property;

(e) To enter into joint agreements and contracts with any Owner, any Sub-Association or any third party for the provision of services, including, without limitation, management, landscaping, porter, utilities, concierge and property monitoring services, and trash removal services; and

(f) To control, manage, operate, maintain, improve and replace all portions of the General Common Elements.

10.3. Governance during Declarant Control Period. During the Declarant Control Period, the Declarant will have the exclusive authority to appoint and remove all officers and directors of the Association. Within one hundred and twenty (120) days after fifty percent (50%) percent of the maximum number of Master Units that may be created have been conveyed to Owners other than Declarant, at least one-third (1/3) of the Board must be elected by Owners other than Declarant.

10.4. **Governance upon Expiration of the Declarant Control Period**. Upon expiration or termination of the Declarant Control Period, the Board will consist of three (3) members.

10.5. **Membership**. Each Owner is a Member of the Association, ownership of a Master Unit being the sole qualification for membership. If a Master Unit is owned by more than one Person, each co-owner is a Member of the Association and may exercise the membership rights appurtenant to the Master Unit. If a Master Unit is submitted to a Sub-Declaration, then the term "Member" shall, for the Master Units subject to the Sub-Declaration only, refer to the Sub-Association formed to operate the Sub-Condominium established by such Sub-Declaration acting through the board of directors of such Sub-Association. Any action requiring approval of the Members may be approved in writing by Owners representing at least a Majority of the total votes in the Association, or at a meeting by Owner's representing at least a Majority of the total voting interests in the Association that are represented at the meeting.

10.6. **Manager.** The Board may delegate the performance of certain functions to one or more managers or managing agents of the Association.

10.7. **Books and Records**. The Association will maintain copies of the Documents and the Association's books, records, and financial statements in accordance with the Act.

10.8. **Indemnification**. The Association indemnifies every officer, director, and committee member (for purposes of this Section, "**Leaders**") against expenses, including attorney's fees, reasonably incurred by or imposed on the Leader in connection with any threatened or pending action, suit, or proceeding to which the Leader is a party or respondent by reason of being or having been a Leader. A Leader is not liable for a mistake of judgment. A Leader is liable for his willful misfeasance, malfeasance, misconduct, or bad faith. This right to indemnification does not exclude any other rights to which present or former Leaders may be entitled. As a Common Expense, the Association may maintain general liability and directors' and officers' liability insurance to fund this obligation.

ARTICLE 11
ENFORCING THE DOCUMENTS

11.1. **Remedies**. The remedies provided in this Article for breach of the Documents are cumulative and not exclusive. In the event a Master Unit is submitted to a Sub-Declaration, the term Master Unit and Owner as used in this *Article 11* will extend to each Sub-Unit and the Sub-Unit's Owner. In addition to other rights and remedies provided by the Documents and by Applicable Law, the Association has the following rights to enforce the Documents:

11.1.1. Nuisance. The result of every act or omission that violates any provision of the Documents is a nuisance, and any remedy allowed by law against a nuisance, either public or private, is applicable against the violation.

11.1.2. Fine. The Association, acting by and through the Board, may levy reasonable charges, as an Individual Assessment, against an Owner and the Owner's Master Unit or interest in a Master Unit if the Owner or Occupant, or their respective family member, guests, employees, agents, or contractors violate a provision of the Documents. Fines may be levied for each act of violation or for each day a violation continues, and do not constitute a waiver or discharge of the Owner's obligations under the Documents.

11.1.3. Self-Help. The Association has the right to enter a Master Unit to abate or remove, using force as may reasonably be necessary, any construction, thing, Person, vehicle, or condition that violates the Documents. In exercising this right, the Board is not trespassing and is not liable for damages related to the abatement. The Board may levy its costs of abatement against the Master Unit and Owner as an Individual Assessment. Unless an emergency situation exists in the good faith opinion of the Board, the Board will give the violating Owner fifteen (15) days' notice of its intent to exercise self-help. Notwithstanding the foregoing, the Association, acting by and through the Board, may not alter or demolish an item of construction on a Master Unit without judicial proceedings.

11.1.4. Suit. Failure to comply with the Documents will be grounds for an action to recover damages or for injunctive relief to cause any such violation to be remedied, or both. Prior to commencing any legal proceeding, the Association will give the defaulting party reasonable notice and an opportunity to cure the violation.

11.2. Board Discretion. The Board may use its sole discretion in determining whether to pursue a violation of the Documents, provided the Board does not act in an arbitrary or capricious manner. In evaluating a particular violation, the Board may determine that under the particular circumstances: (i) the Association's position is not sufficiently strong to justify taking any or further action; (ii) the provision being enforced is or may be construed as inconsistent with Applicable Law; (iii) although a technical violation may exist, it is not of such a material nature as to be objectionable to a reasonable Person or to justify expending the Association's resources; or (iv) that enforcement is not in the Association's best interests, based on hardship, expense, or other reasonable criteria.

11.3. No Waiver. The Declarant, the Association and every Owner has the right to enforce all restrictions, conditions, covenants, liens, and charges now or hereafter imposed by the Documents. Failure by the Declarant, the Association or by any Owner to enforce a provision of the Documents is not a waiver of the right to do so thereafter.

11.4. Recovery of Costs. The costs of curing or abating a violation are the expense of the Owner or other Person responsible for the violation. If legal assistance is obtained to enforce any provision of the Documents, or in any legal proceeding (whether or not suit is brought) for damages or for the enforcement of the Documents or the restraint of violations of the Documents,

the prevailing party is entitled to recover from the non-prevailing party all reasonable and necessary costs incurred by it in such action, including reasonable attorneys' fees.

11.5. Notice and Hearing. Before levying a fine for violation of the Documents (other than nonpayment of Assessments), or before levying an Individual Assessment for property damage, the Association will give the Owner written notice of the levy and an opportunity to be heard, to the extent required by Applicable Law. The Association's written notice must contain a description of the violation or property damage; the amount of the proposed fine or damage charge; a statement that not later than the thirtieth (30th) day after the date of the notice, the Owner may request a hearing before the Board to contest the fine or charge; and a stated date by which the Owner may cure the violation to avoid the fine, unless the Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding six (6) months. The Association may also give a copy of the notice to any Occupant. Pending the hearing, the Association may continue to exercise its other rights and remedies for the violation, as if the declared violation were valid. The Owner's request for a hearing suspends only the levy of a fine or damage charge. The Owner may attend the hearing in person, or may be represented by another Person or written communication. The Board may adopt additional or alternative procedures and requirements for notices and hearing, provided they are consistent with the requirements of Applicable Law.

11.6. Injury to Person or Property. NEITHER THE ASSOCIATION NOR DECLARANT, OR THEIR RESPECTIVE DIRECTORS, OFFICERS, COMMITTEES, AGENTS, OR EMPLOYEES HAVE A DUTY OR OBLIGATION TO ANY OWNER, ANY OCCUPANT, OR THEIR RESPECTIVE PERMITTEES: (A) TO SUPERVISE ANY PERSON; (B) TO FENCE OR OTHERWISE ENCLOSE ANY GENERAL COMMON ELEMENT OR OTHER IMPROVEMENT; OR (C) TO PROVIDE SECURITY OR PROTECTION TO ANY OWNER, ANY OCCUPANT, OR THEIR RESPECTIVE PERMITTEES FROM HARM OR LOSS. BY ACCEPTING TITLE TO A MASTER UNIT EACH OWNER AGREES THAT THE LIMITATIONS SET FORTH IN THIS SECTION ARE REASONABLE AND CONSTITUTE THE EXERCISE OF ORDINARY CARE BY THE ASSOCIATION AND DECLARANT.

ARTICLE 12
INSURANCE

12.1. General Provisions. The broad purpose of this Article is to require that the Regime be insured with the types and amounts of coverage that are customary for similar types of properties and that are acceptable to mortgage lenders, guarantors, or insurers that finance the purchase or Improvement of Master Units.

12.1.1. Unavailability. The Association, the Board, and the Association's officers and managers, will not be liable for failure to obtain any coverage required by this Article or for any loss or damage resulting from such failure if the failure is due to the

unavailability of a particular coverage from reputable insurance companies, or if the coverage is available only at demonstrably unreasonable cost.

12.1.2. No Coverage. Even if the Association and the Owners have adequate amounts of recommended and required coverage, the Property may experience a loss that is not covered by insurance. In such event, the Association is responsible for restoring the General Common Elements as a Common Expense (allocated in accordance with *Section 5.8*), and the Owner is responsible for restoring the Owner's Master Unit.

12.1.3. Association as Trustee. Each Owner irrevocably appoints the Association, acting through its Board, as his trustee to negotiate, receive, administer, and distribute the proceeds of any claim against an insurance policy maintained by the Association.

12.1.4. Notice of Cancellation or Modification. Each insurance policy maintained by the Association should contain a provision requiring the insurer to give prior written notice, as provided by the Act, to the Board before the policy may be canceled, terminated, materially modified, or allowed to expire, by either the insurer or the insured.

12.2. Deductibles. An insurance policy obtained by the Association may contain a deductible, and the amount thereof may not be subtracted from the face amount of the policy in determining whether the policy limits satisfy the coverage limits required by the Act or this Declaration. In the event of an insured loss, the deductible is treated as a Common Expense (allocated in accordance with *Section 5.8*). However, if the Board reasonably determines that the loss is the result of the negligence or willful misconduct of an Owner or Occupant, then the Board may levy an Individual Assessment against the Owner and his Master Unit for the amount of the deductible that is attributable to the act or omission.

12.3. Insurance – Association. The Association will obtain blanket all-risk insurance if reasonably available, for all Common Elements insurable by the Association. If blanket all-risk insurance is not reasonably available, then at a minimum, the Association will obtain an insurance policy providing fire and extended coverage. This insurance must be in an amount sufficient to cover one-hundred percent (100%) of the replacement cost of any repair or reconstruction in event of damage or destruction from any insured hazard.

The Association will maintain a commercial general liability insurance policy over the Common Elements – expressly excluding the liability of each Owner and Occupant within his Master Unit – for bodily injury and property damage resulting from the operation, maintenance, or use of the Common Elements.

The Association may maintain directors and officer's liability insurance, errors and omissions insurance, indemnity bonds, or other insurance the Board deems advisable to insure the Association's directors, officers, committee members, and managers against liability for an act or omission in carrying out their duties in those capacities. The Association may maintain

any insurance policies and bonds deemed by the Board to be necessary or desirable for the benefit of the Association.

ARTICLE 13
RECONSTRUCTION OR REPAIR AFTER LOSS

13.1. Subject To Act. The Association's response to damage or destruction of the Property will be governed by Section 82.111(i) of the Act. The following provisions apply to the extent the Act is silent.

13.2. Restoration Funds. For purposes of this Article, "**Restoration Funds**" include insurance proceeds, condemnation awards, Deficiency Assessments, Individual Assessments, and other funds received on account of or arising out of injury or damage to the Common Elements. All funds paid to the Association for purposes of repair or restoration will be deposited in a financial institution in which accounts are insured by a federal agency. Withdrawal of Restoration Funds requires the signatures of at least a Majority of the Board or that of an agent duly authorized by the Board.

13.2.1. Sufficient Proceeds. If Restoration Funds obtained from insurance proceeds or condemnation awards are sufficient to repair or restore the damaged or destroyed Common Elements, the Association, as trustee for the Owners, will promptly apply the funds to the repair or restoration.

13.2.2. Insufficient Proceeds. If Restoration Funds are not sufficient to pay the estimated or actual costs of restoration as determined by the Board, the Board may levy a Deficiency Assessment against the Owners to fund the difference which Deficiency Assessment will be allocated in accordance with *Section 5.8*.

13.2.3. Surplus Funds. If the Association has a surplus of Restoration Funds after payment of all costs of repair and restoration, the surplus will be applied as follows: If Deficiency Assessments were a source of Restoration Funds, the surplus will be paid to Owners in proportion to their contributions resulting from the Deficiency Assessment levied against them; provided that no Owner may receive a sum greater than that actually contributed by him, and further provided that any Delinquent Assessments owed by the Owner to the Association will first be deducted from the surplus. Any surplus remaining after the disbursement described in the foregoing paragraph will be common funds of the Association to be used as directed by the Board.

13.3. Owner's Liability For Insurance Deductible. If repair or restoration of General Common Elements is required as a result of an insured loss, the Board may levy an Individual Assessment, in the amount of the insurance deductible, against the Owner or Owners who would be responsible for the cost of the repair or reconstruction in the absence of insurance.

ARTICLE 14
TERMINATION AND CONDEMNATION

14.1. **Association as Trustee**. Each Owner hereby irrevocably appoints the Association, acting through the Board, as trustee to deal with the Common Elements in the event of damage, destruction, obsolescence, condemnation, or termination of all or any part of the Common Elements. As trustee, the Association will have full and complete authority, right, and power to do all things reasonable and necessary to effect the provisions of this Declaration and the Act.

14.2. **Termination**. Termination of the terms of this Declaration and the condominium status of the Property will be governed by Section 82.068 of the Act and *Section 15.2* below.

14.3. **Condemnation**. The Association's response to condemnation of any part of the Property will be governed by Section 82.007 of the Act.

ARTICLE 15
AMENDMENTS

15.1. **Consents Required**. As permitted by the Act or by this Declaration, certain amendments of this Declaration may be executed by Declarant acting alone, or by certain Owners acting alone, or by the Board acting alone. Otherwise, amendments to this Declaration must be approved by Owners representing at least sixty-seven percent (67%) of the voting interests in the Association.

15.2. **Amendments Generally**. Notwithstanding any provisions in this Declaration to the contrary, no amendment to this Declaration shall modify, alter, abridge or delete any: (i) provision of this Declaration that benefits Declarant; (ii) rights, privileges, easements, protections, or defenses of Declarant; or (iii) rights of the Owners or the Association in relationship to Declarant, without the written consent of Declarant attached to and Recorded with such amendment.

15.3. **Effective**. To be effective, an amendment must be in the form of a written instrument: (i) referencing the name of the Regime, the name of the Association, and the Recording data of this Declaration and any amendments hereto; (ii) executed and acknowledged by an officer of the Association, certifying the requisite approval of Owners; provided, however, this subsection (ii) will not apply for amendments prosecuted by Declarant pursuant to any rights reserved by Declarant under this Declaration; and (iii) Recorded.

15.4. **Declarant Provisions**. Declarant hereby reserves the right to unilaterally amend this Declaration:

(a) To meet the requirements, standards, or recommended guidelines of an Underwriting Lender to enable an institutional or governmental lender to make or purchase mortgage loans on the Master Units.

(b) To correct any defects in the execution of this Declaration or the other Documents.

(c) To add real property to the Regime.

(d) To create Master Units, General Common Elements, and Limited Common Elements.

(e) To subdivide, combine, or reconfigure Master Units or convert Master Units into additional Master Units and/or Common Elements.

(f) To resolve conflicts, clarify ambiguities, and to correct misstatements, errors, or omissions in the Documents.

(g) To exercise any "development right", as defined in Section 82.003(12) of the Act, not otherwise described in this Section.

(h) For any other purpose, provided the amendment has no material adverse effect on any rights of any Owner.

An amendment that may be executed by Declarant alone is not required to name the Association or to be signed by an officer of the Association. No amendment may affect Declarant's rights under this Declaration or the Act without Declarant's written and acknowledged consent, which must be part of the Recorded amendment instrument. During the Development Period, this Section may not be amended without Declarant's written and acknowledged consent.

ARTICLE 16
GENERAL PROVISIONS

16.1. **Notices**. Any notice permitted or required to be given by this Declaration shall be in writing and may be delivered either by **electronic mail**, personally or by mail. Such notice will be deemed delivered at the time of personal or **electronic delivery**, and if delivery is made by mail, it shall be deemed to have been delivered on the third day (other than a Saturday, Sunday or legal holiday) after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to the Person at the address given by such Person to the Association for the purpose of service of notices. Such address may be changed from time to time by notice in writing given by such Person to the Association of created.

16.2. **Compliance**. The Owners hereby covenant and agree that the administration of the Association will be in accordance with the provisions of the Documents and Applicable Law.

16.3. Higher Authority. The documents are subordinate to Applicable Law. Generally, the terms of the Documents are enforceable to the extent they do not violate or conflict with Applicable Law.

16.4. Interpretation. The provisions of this Declaration shall be liberally construed to effectuate the purposes of creating a uniform plan for the development and operation of the Regime and of promoting and effectuating the fundamental concepts of the Regime set forth in the Documents. The Documents shall be construed and governed under the laws of the State of Texas.

16.5. Duration. Unless terminated or amended by Owners as permitted herein, the provisions of this Declaration run with and bind the Property, and will remain in effect perpetually to the extent permitted by Applicable Law.

16.6. Captions. In all Documents, the captions of articles and sections are inserted only for convenience and are in no way to be construed as defining or modifying the text to which they refer. Boxed notices are inserted to alert the reader to certain provisions and are not to be construed as defining or modifying the text.

16.7. Construction. The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine, or neuter shall each include the masculine, feminine, and neuter. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise effect that which is set forth in any of the paragraphs, sections, or articles hereof.

16.8. Attachments. The following attachments are attached to this Declaration and are incorporated herein by reference:

Exhibit A	Land
Attachment 1	Plat and Plans
Attachment 2	Encumbrances
Attachment 3	Schedule of Allocated Interests

[SIGNATURE PAGE FOLLOWS]

UNOFFICIAL

EXECUTED on this 26th day of March, 2025.

DECLARANT:

RIVER'S EDGE AT GRUENE, LP, a Texas limited partnership

By: REGAL, LLC, a Texas limited liability company, its general partner

By: _____
Printed Name: CLINT JONES
Title: PRESIDENT

STATE OF TEXAS §
§
COUNTY OF COMAL §

This instrument was acknowledged before me on the 26 day of MARCH, 2025 by CLINT JONES, President of REGAL, LLC, a Texas limited liability company, general partner of RIVER'S EDGE AT GRUENE, LP, a Texas limited partnership, on behalf of said entities.

(SEAL)

KRISTINA D TRIPP
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 09/13/25
NOTARY ID 1104690-4

_____
Notary Public, State of Texas

UNOFFICIAL

ACKNOWLEDGED AND AGREED FOR
PURPOSES OF *SECTION 9.2* OF THIS DECLARATION

MASTER ASSOCIATION:

RIVER'S EDGE MASTER COMMUNITY ASSOCIATION, INC.,
a Texas nonprofit corporation

By: _____
Clint Jones, Director

By: _____
Steve Carnes, Director

By: _____
Don Bleasdell, Director

UNOFFICIAL

THE STATE OF TEXAS §
§
COUNTY OF COMAL §

This instrument was acknowledged before me this 26TH day of MARCH, 2025, by Clint Jones, Director of River's Edge at Gruene Master Community Association, Inc., a Texas nonprofit corporation, on behalf of said corporation.

(SEAL)

KRISTINA D TRIPP
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 09/13/25
NOTARY ID 1104690-4

Notary Public Signature

THE STATE OF TEXAS §
§
COUNTY OF BEXAR §

This instrument was acknowledged before me this 28th day of MARCH, 2025, by Steve Carnes, Director of River's Edge at Gruene Master Community Association, Inc., a Texas nonprofit corporation, on behalf of said corporation.

(SEAL)

LISA RANDOLPH
My Notary ID # 6835829
Expires September 8, 2028

Notary Public Signature

THE STATE OF TEXAS §
§
COUNTY OF Comal §

This instrument was acknowledged before me this 27th day of March, 2025, by Don Bleasdell, Director of River's Edge at Gruene Master Community Association, Inc., a Texas nonprofit corporation, on behalf of said corporation.

(SEAL)

KARINA A VILLALPANDO
Notary ID #130964820
My Commission Expires
January 21, 2026

Notary Public Signature

UNOFFICIAL

CONSENT OF MORTGAGEE

The undersigned, being the sole owner and holder of the lien and security interest created by that certain Deed of Trust Security Agreement - Financing Statement Assignment of Rents recorded as Document No. 202406036324 in the Official Public Records of Comal County, Texas (the "**Deed of Trust**"), securing a Promissory Note of even date therewith, executes this Consent of Mortgagee solely for the purposes of (i) evidencing its consent to the Declarant's execution of the Declaration required pursuant to Section 82.051(b) of the Texas Property Code, and (ii) subordinating the lien and security interest granted by the Deed of Trust to the Declaration, both on the condition that the lien and security interest granted by the Deed of Trust is and shall remain superior to any Assessment lien granted or created by the Declaration in all events.

TEXAS COMMUNITY BANK,
a Texas state bank

By: _____
Printed Name: Adam Garza
Title: Executive V.P.

STATE OF TEXAS §
§
COUNTY OF Bexar §

This instrument was acknowledged before me on this 2nd day of April 2025 by Adam Garza, Executive V.P. of TEXAS COMMUNITY BANK, a Texas state bank, on behalf of said bank.

_____
Notary Public, State of Texas

GISELLE JUAREZ
Notary Public, State of Texas
Comm. Expires 01/11/2028
Notary ID 124714265

UNOFFICIAL

EXHIBIT A

LAND

MASTER UNIT 1

BEING AN 10.378 ACRE TRACT OF LAND SITUATED IN THE ALANSON P. FUQUAY SURVEY, ABSTRACT NO. 155, COMAL COUNTY, TEXAS, BEING OUT OF A CALLED 124.79 ACRE TRACT OF LAND CONVEYED TO RIVERS EDGE AT GRUENE LP, RECORDED IN DOCUMENT NO. 202406026818, OFFICIAL PUBLIC RECORDS, COMAL COUNTY, TEXAS (O.P.R.C.C.TX); SAID 10.378 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2-INCH IRON ROD FOUND (N: 13,820,745.92, E: 2,249,818.68) ON THE COMMON LINE OF SAID 124.79 ACRE TRACT AND THE RIADA SUBDIVISION, A SUBDIVISION OF RECORD IN VOLUME 5, PAGE 242, PLAT RECORDS OF COMAL COUNTY, TEXAS (P.R.C.C.TX.), FOR THE MOST NORTHERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE OVER AND ACROSS SAID 124.79 ACRE TRACT, THE FOLLOWING TWELVE (12) COURSES AND DISTANCES:

1) SOUTH 40 DEGREES 33 MINUTES 04 SECONDS EAST, A DISTANCE OF 79.90 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LIA SURVEY" SET,

2) SOUTH 49 DEGREES 29 MINUTES 59 SECONDS WEST, A DISTANCE OF 67.90 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LIA SURVEY" SET AT THE BEGINNING OF A CURVE TO THE LEFT,

3) WITH SAID CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 28.20 FEET, A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 64 DEGREES 38 MINUTES 20 SECONDS, AND A CHORD THAT BEARS SOUTH 17 DEGREES 10 MINUTES 49 SECONDS WEST, A DISTANCE OF 26.73 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LIA SURVEY" SET,

4) SOUTH 15 DEGREES 08 MINUTES 21 SECONDS EAST, A DISTANCE OF 27.31 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LIA SURVEY" SET,

5) NORTH 69 DEGREES 36 MINUTES 10 SECONDS EAST, A DISTANCE OF 150.63 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LIA SURVEY" SET,

6) SOUTH 27 DEGREES 58 MINUTES 00 SECONDS EAST, A DISTANCE OF 125.09 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LIA SURVEY" SET,

7) NORTH 80 DEGREES 54 MINUTES 41 SECONDS EAST, A DISTANCE OF 160.03 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LIA SURVEY" SET,

8) NORTH 88 DEGREES 12 MINUTES 29 SECONDS EAST, A DISTANCE OF 203.27 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LIA SURVEY" SET,

9) SOUTH 81 DEGREES 48 MINUTES 06 SECONDS EAST, A DISTANCE OF 241.34 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LIA SURVEY" SET,

10) SOUTH 02 DEGREES 09 MINUTES 39 SECONDS WEST, A DISTANCE OF 20.11 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LIA SURVEY" SET,

11) SOUTH 81 DEGREES 48 MINUTES 06 SECONDS EAST, A DISTANCE OF 187.28 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LIA SURVEY" SET, AND

12) SOUTH 81 DEGREES 35 MINUTES 47 SECONDS EAST, A DISTANCE OF 341.15 FEET TO A 1/2-INCH IRON ROD FOUND ON THE EAST LINE OF SAID 124.79 ACRE TRACT, FOR THE COMMON CORNER OF LOT 3, UNIT TWO OF THE HIGH POINT SUBDIVISION, RECORDED IN VOLUME 10, PAGE 363, P.R.C.C.TX. AND A CALLED 9.45 ACRE TRACT, RECORDED IN DOCUMENT NO. 202206041914, O.P.R.C.C.TX., SAME BEING THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE WITH THE COMMON LINE OF SAID 124.79 ACRE TRACT AND SAID 9.45 ACRE TRACT THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1) SOUTH 55 DEGREES 19 MINUTES 07 SECONDS WEST, A DISTANCE OF 233.91 FEET TO A 5/8-INCH IRON PIPE FOUND, AND

2) SOUTH 35 DEGREES 15 MINUTES 38 SECONDS EAST, A DISTANCE OF 171.61 FEET TO A CALCULATED POINT;

THENCE OVER AND ACROSS SAID 124.79 ACRE TRACT, THE FOLLOWING TWENTY (20) COURSES AND DISTANCES:

1) SOUTH 13 DEGREES 37 MINUTES 51 SECONDS WEST, A DISTANCE OF 245.66 FEET TO A CALCULATED POINT,

2) NORTH 73 DEGREES 12 MINUTES 18 SECONDS WEST, A DISTANCE OF 213.01 FEET TO A CALCULATED POINT,

3) NORTH 87 DEGREES 30 MINUTES 39 SECONDS WEST, A DISTANCE OF 246.46 FEET TO A CALCULATED POINT,

4) NORTH 84 DEGREES 26 MINUTES 26 SECONDS WEST, A DISTANCE OF 10.89 FEET TO A CALCULATED POINT,

5) SOUTH 86 DEGREES 52 MINUTES 48 SECONDS WEST, A DISTANCE OF 82.55 FEET TO A CALCULATED POINT,

6) SOUTH 79 DEGREES 38 MINUTES 52 SECONDS WEST, A DISTANCE OF 51.88 FEET TO A CALCULATED POINT,

7) NORTH 05 DEGREES 53 MINUTES 11 SECONDS WEST, A DISTANCE OF 116.35 FEET TO A TO A CALCULATED POINT,

8) NORTH 02 DEGREES 09 MINUTES 39 SECONDS EAST, A DISTANCE OF 18.60 FEET TO A CALCULATED POINT,

9) NORTH 78 DEGREES 18 MINUTES 43 SECONDS EAST, A DISTANCE OF 28.00 FEET TO A CALCULATED POINT,

10) SOUTH 89 DEGREES 54 MINUTES 02 SECONDS EAST, A DISTANCE OF 132.90 FEET TO A CALCULATED POINT,

11) NORTH 85 DEGREES 31 MINUTES 44 SECONDS EAST, A DISTANCE OF 70.47 FEET TO A CALCULATED POINT,

12) NORTH 02 DEGREES 09 MINUTES 39 SECONDS EAST, A DISTANCE OF 183.94 FEET TO A CALCULATED POINT,

13) NORTH 87 DEGREES 50 MINUTES 21 SECONDS WEST, A DISTANCE OF 352.08 FEET TO A CALCULATED POINT,

14) SOUTH 89 DEGREES 04 MINUTES 37 SECONDS WEST, A DISTANCE OF 10.76 FEET TO A CALCULATED POINT,

15) SOUTH 82 DEGREES 54 MINUTES 33 SECONDS WEST, A DISTANCE OF 10.76 FEET TO A CALCULATED POINT,

16) SOUTH 79 DEGREES 49 MINUTES 31 SECONDS WEST, A DISTANCE OF 367.33 FEET TO A CALCULATED POINT,

17) NORTH 11 DEGREES 26 MINUTES 10 SECONDS WEST, A DISTANCE OF 152.24 FEET TO A CALCULATED POINT,

18) NORTH 13 DEGREES 40 MINUTES 35 SECONDS WEST, A DISTANCE OF 7.82 FEET TO A CALCULATED POINT,

19) NORTH 18 DEGREES 09 MINUTES 25 SECONDS WEST, A DISTANCE OF 7.82 FEET TO A CALCULATED POINT, AND

20) NORTH 20 DEGREES 23 MINUTES 30 SECONDS WEST, A DISTANCE OF 287.08 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LIA SURVEY" SET ON THE COMMON LINE OF SAID 124.79 ACRE TRACT AND SAID RIADA SUBDIVISION;

THENCE NORTH 49 DEGREES 29 MINUTES 59 SECONDS EAST, WITH THE COMMON LINE OF SAID 124.79 ACRE TRACT AND SAID RIADA SUBDIVISION, A DISTANCE OF 88.28 FEET TO THE POINT OF BEGINNING AND CONTAINING 10.378 ACRES OF LAND, MORE OR LESS;

MASTER UNIT 2

BEING A 11.458 ACRE TRACT OF LAND SITUATED IN THE ALANSON P. FUQUAY SURVEY, ABSTRACT NO. 155, COMAL COUNTY, TEXAS, BEING OUT OF A CALLED 124.79 ACRE TRACT OF LAND CONVEYED TO RIVERS EDGE AT GRUENE LP, RECORDED IN DOCUMENT NO. 202406026818, OFFICIAL PUBLIC RECORDS, COMAL COUNTY, TEXAS (O.P.R.C.C.TX), SAID 11.458 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2-INCH IRON ROD FOUND (N: 13,820,521.91, E: 2,249,556.40) FOR THE COMMON CORNER OF SAID 124.79 ACRE TRACT, LOT 26AB IN THE RIADA SUBDIVISION, UNIT ONE, A SUBDIVISION OF RECORD IN VOLUME 12, PAGE 93, PLAT RECORDS OF COMAL COUNTY, TEXAS (P.R.C.C.TX.), LOT 27 IN THE RIADA SUBDIVISION, UNIT 1, A SUBDIVISION OF RECORD IN VOLUME 7, PAGE 63, P.R.C.C.TX., AND LOT 14 IN THE RIADA SUBDIVISION, A SUBDIVISION OF RECORD IN VOLUME 5, PAGE 242, P.R.C.C.TX., FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 49 DEGREES 29 MINUTES 59 SECONDS EAST, WITH THE COMMON LINE OF SAID 124.79 ACRE TRACT AND SAID LOT 14, A DISTANCE OF 256.63 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LIA SURVEY" SET, FROM WHICH A 1/2-INCH IRON ROD FOUND BEARS NORTH 49 DEGREES 29 MINUTES 59 SECONDS EAST, A DISTANCE OF 88.28 FEET;

THENCE OVER AND ACROSS SAID 124.79 ACRE TRACT, THE FOLLOWING TWENTY (20) COURSES AND DISTANCES:

1) SOUTH 20 DEGREES 23 MINUTES 50 SECONDS EAST, A DISTANCE OF 287.08 FEET TO A CALCULATED POINT,

2) SOUTH 18 DEGREES 09 MINUTES 25 SECONDS EAST, A DISTANCE OF 7.82 FEET TO A CALCULATED POINT,

3) SOUTH 13 DEGREES 40 MINUTES 35 SECONDS EAST, A DISTANCE OF 7.82 FEET TO A CALCULATED POINT,

4) SOUTH 11 DEGREES 26 MINUTES 10 SECONDS EAST, A DISTANCE OF 152.24 FEET TO A CALCULATED POINT,

5) NORTH 79 DEGREES 49 MINUTES 31 SECONDS EAST, A DISTANCE OF 367.33 FEET TO A CALCULATED POINT,

6) NORTH 82 DEGREES 54 MINUTES 33 SECONDS EAST, A DISTANCE OF 10.76 FEET TO A CALCULATED POINT,

7) NORTH 89 DEGREES 04 MINUTES 37 SECONDS EAST, A DISTANCE OF 10.76 FEET TO A CALCULATED POINT,

8) SOUTH 87 DEGREES 50 MINUTES 21 SECONDS EAST, A DISTANCE OF 352.08 FEET TO A CALCULATED POINT,

9) SOUTH 02 DEGREES 09 MINUTES 39 SECONDS WEST, A DISTANCE OF 183.94 FEET TO A CALCULATED POINT,

10) SOUTH 85 DEGREES 31 MINUTES 44 SECONDS WEST, A DISTANCE OF 70.47 FEET TO A CALCULATED POINT,

11) NORTH 89 DEGREES 54 MINUTES 02 SECONDS WEST, A DISTANCE OF 132.90 FEET TO A CALCULATED POINT,

12) SOUTH 78 DEGREES 18 MINUTES 43 SECONDS WEST, A DISTANCE OF 28.00 FEET TO A CALCULATED POINT,

13) SOUTH 02 DEGREES 09 MINUTES 39 SECONDS WEST, A DISTANCE OF 18.60 FEET TO A CALCULATED POINT,

14) SOUTH 05 DEGREES 53 MINUTES 11 SECONDS EAST, A DISTANCE OF 116.35 FEET TO A CALCULATED POINT,

15) NORTH 79 DEGREES 38 MINUTES 52 SECONDS EAST, A DISTANCE OF 51.88 FEET TO A CALCULATED POINT,

16) NORTH 86 DEGREES 52 MINUTES 48 SECONDS EAST, A DISTANCE OF 82.55 FEET TO A CALCULATED POINT,

17) SOUTH 84 DEGREES 26 MINUTES 26 SECONDS EAST, A DISTANCE OF 10.89 FEET TO A CALCULATED POINT,

18) SOUTH 87 DEGREES 30 MINUTES 39 SECONDS EAST, A DISTANCE OF 246.46 FEET TO A CALCULATED POINT,

19) SOUTH 73 DEGREES 12 MINUTES 18 SECONDS EAST, A DISTANCE OF 213.01 FEET TO A CALCULATED POINT, AND

20) NORTH 13 DEGREES 37 MINUTES 51 SECONDS EAST, A DISTANCE OF 245.66 FEET TO A CALCULATED POINT ON THE EAST LINE OF SAID 124.79 ACRE TRACT AND THE WEST LINE OF A CALLED 9.45 ACRE TRACT, RECORDED IN DOCUMENT NO. 202206041914, O.P.R.C.C.TX.;

THENCE WITH THE COMMON LINE OF SAID 124.79 ACRE TRACT AND SAID 9.45 ACRE TRACT THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1) SOUTH 35 DEGREES 15 MINUTES 33 SECONDS EAST, A DISTANCE OF 291.98 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "HMT" FOUND, AND

2) SOUTH 35 DEGREES 25 MINUTES 25 SECONDS WEST, A DISTANCE OF 128.21 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "HMT" FOUND ON THE NORTH BANK OF THE GUADALUPE RIVER, FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE WITH THE COMMON LINE OF SAID 124.79 ACRE TRACT AND THE NORTH BANK OF THE GUADALUPE RIVER, THE FOLLOWING EIGHT (8) COURSES AND DISTANCES:

1) NORTH 72 DEGREES 34 MINUTES 16 SECONDS WEST, A DISTANCE OF 153.87 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LIA SURVEY" SET,

2) NORTH 77 DEGREES 27 MINUTES 07 SECONDS WEST, A DISTANCE OF 259.52 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LIA SURVEY" SET,

3) SOUTH 89 DEGREES 57 MINUTES 35 SECONDS WEST, A DISTANCE OF 199.56 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LIA SURVEY" SET,

4) SOUTH 89 DEGREES 56 MINUTES 08 SECONDS WEST, A DISTANCE OF 51.09 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LIA SURVEY" SET,

5) SOUTH 82 DEGREES 50 MINUTES 53 SECONDS WEST, A DISTANCE OF 89.01 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LIA SURVEY" SET,

6) SOUTH 82 DEGREES 50 MINUTES 20 SECONDS WEST, A DISTANCE OF 103.77 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LIA SURVEY" SET,

7) SOUTH 73 DEGREES 12 MINUTES 16 SECONDS WEST, A DISTANCE OF 286.31 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LIA SURVEY" SET, AND

8) SOUTH 82 DEGREES 21 MINUTES 05 SECONDS WEST, A DISTANCE OF 110.09 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LIA SURVEY" SET FOR A COMMON CORNER OF SAID 124.79 ACRE TRACT AND SAID LOT 26AB;

THENCE WITH THE COMMON LINE OF SAID 124.79 ACRE TRACT AND SAID LOT 26AB THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1) NORTH 37 DEGREES 26 MINUTES 18 SECONDS WEST, A DISTANCE OF 288.51 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LIA SURVEY" SET, AND

2) NORTH 20 DEGREES 21 MINUTES 19 SECONDS WEST, A DISTANCE OF 529.34 FEET TO THE POINT OF BEGINNING AND CONTAINING 11.458 ACRES OF LAND, MORE OR LESS;

ATTACHMENT 1

CONDOMINIUM PLAT AND PLANS

The plat and plans, attached hereto as Attachment 1 contains the information required by the Texas Uniform Condominium Act.

Printed Name: Dustin E. Trousil
RPLS or License No. 6335

SEE SHEET 1 FOR ORIGINAL CERTIFICATION

UNOFFICIAL

RIVER'S EDGE AT GRUENE MASTER CONDOMINIUMS

CERTIFICATION
EXHIBIT "A"
(CONDOMINIUM PLAT AND PLANS)

THE PLAT AND PLANS, ATTACHED HERETO, CONTAIN THE INFORMATION REQUIRED BY SECTIONS 82.052 AND 82.059 OF THE TEXAS UNIFORM CONDOMINIUM ACT, AS APPLICABLE.

GENERAL NOTES

1. ALL IMPROVEMENTS AND LAND REFLECTED ON THE CONDOMINIUM PLAT ARE DESIGNATED AS GENERAL COMMON ELEMENTS SUBJECT TO DEVELOPMENT RIGHTS, SAVE AND EXCEPT PORTIONS OF THE REGIME DESIGNATED AS LIMITED COMMON ELEMENTS OR UNITS: (I) IN THE DECLARATION OF CONDOMINIUM REGIME FOR RIVERS EDGE AT GRUENE MASTER CONDOMINIUMS (THE "DECLARATION") OR (II) ON THIS PLAT.

2. OWNERSHIP AND USE OF CONDOMINIUM UNITS ARE SUBJECT TO THE TERMS AND PROVISIONS OF THE DECLARATION.

3. THE UNITS, LIMITED COMMON ELEMENTS AND GENERAL COMMON ELEMENTS ARE SUBJECT TO ALL SPECIAL DECLARANT RIGHTS AS SET FORTH IN SECTION 82.003(A)(22) OF THE TEXAS PROPERTY CODE AND CERTAIN ADDITIONAL RIGHTS AND RESERVATIONS IN FAVOR OF THE DECLARANT AS SET FORTH IN THE DECLARATION.

4. BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, SOUTH CENTRAL ZONE, NAD83 (NAD83 (2011) EPOCH 2018)

5. VERTICAL DATUM: NAVD88

6. ALL DISTANCES SHOWN ARE GRID VALUES.

STATE OF TEXAS
REGISTERED
DUSTIN E TROUSIL
6335
PROFESSIONAL
LAND SURVEYOR

DUSTIN E. TROUSIL
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6335

DATE: 3/24/25

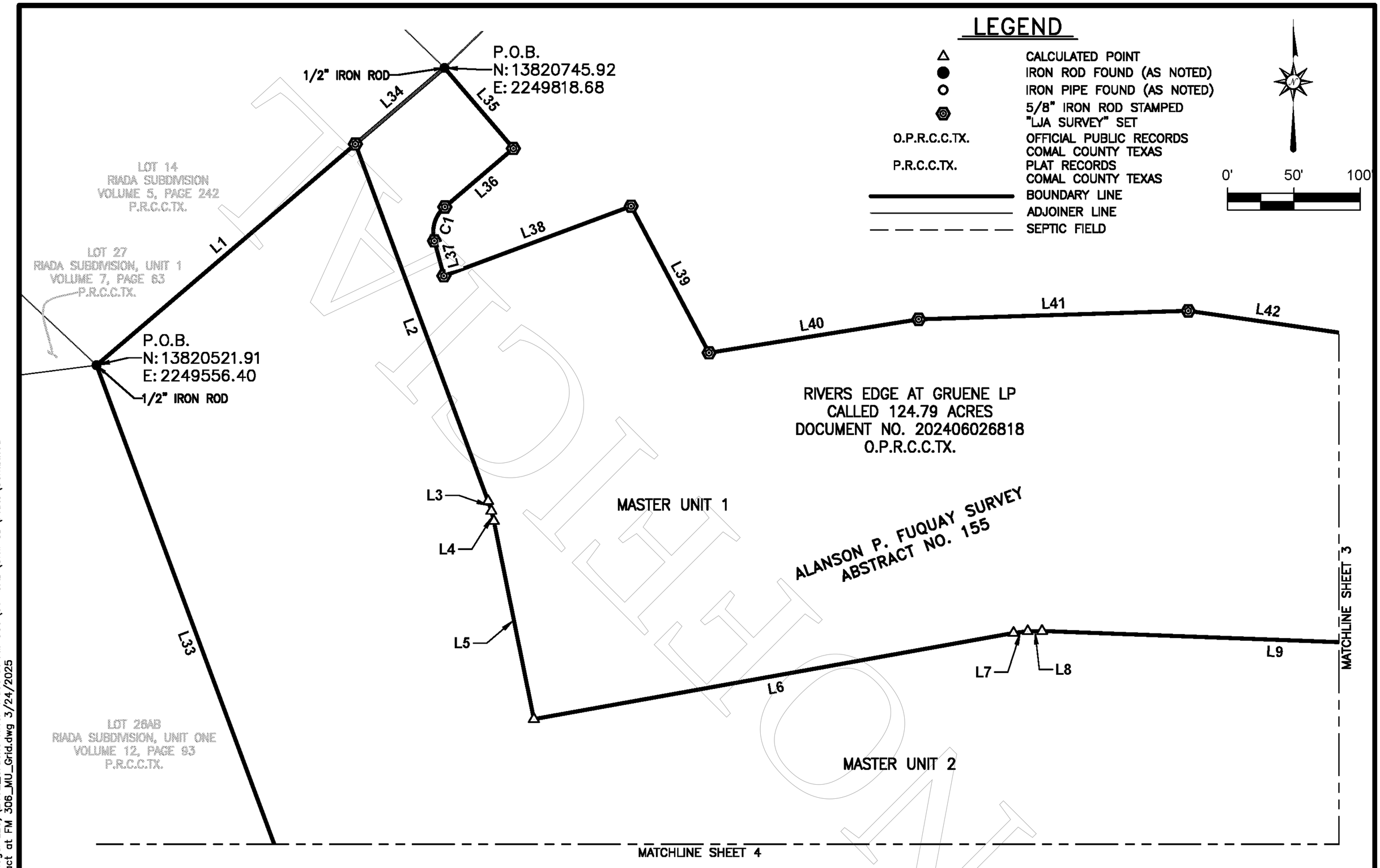
EXHIBIT ONLY

DATE:	03/24/25
DRWN BY:	JBC
CHKD BY:	DT
PROJ NO.	LJAS4636-2402

RIVER'S EDGE AT GRUENE MASTER CONDOMINIUMS
MASTER UNIT 1 AND MASTER UNIT 2
IN THE
ALANSON P. FUQUAY SURVEY, ABSTRACT NO. 155
COMAL COUNTY, TEXAS

LJA Surveying, Inc.
7500 Rialto Blvd., Building II
Suite 100
Austin, Texas 78735
Phone 512.439.4700
T.B.P.E.L.S. Firm No. 10194382

C:\Sectors\Survey\Projects\LJAS4636 (Regal LLC)\2402_Gruene River Tract at FM 306\06-CAD\Civil 3D\Plats\Tracts\LJAS4636-2402-Gruene River Tract at FM 306_MU_Grid.dwg 3/24/2025



GENERAL NOTES

1. BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, SOUTH CENTRAL ZONE, NAD83 (NAD83 (2011) EPOCH 2018)
2. VERTICAL DATUM: NAVD88
3. ALL DISTANCES SHOWN ARE GRID VALUES.

APPROVED

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Tracts\LJAS4636-2402-Gruene River Tract at FM 306_MU_Grid.dwg 3/24/2025

RIVERS EDGE AT GRUENE LP
CALLED 124.79 ACRES
DOCUMENT NO. 202406026818
O.P.R.C.C.TX.

L42 L43 L44 L45

1/2" IRON ROD

LOT 3
HIGH POINT, UNIT TWO
VOLUME 10, PAGE 363
P.R.C.C.TX.

0' 50' 100'

MASTER UNIT 1

RIVERS EDGE AT GRUENE LP
CALLED 124.79 ACRES
DOCUMENT NO. 202406026818
O.P.R.C.C.TX.

L46

5/8" IRON PIPE

BJORN A. JOHNSON
AND CYNTHIA J. JOHNSON
CALLED 9.45 ACRES
DOCUMENT NO. 202206041914
O.P.R.C.C.TX.

MATCHLINE SHEET 2

L9

ALANSON P. FUQUAY SURVEY
ABSTRACT NO. 155

L47

L10

L11

L12

L13

L14

L21

L22

SEPTIC FIELD 1

1/2" IRON ROD
CAPPED "HMT"

MATCHLINE SHEET 4

L15

SEPTIC FIELD 2

L19

L20

L16 L17 L18

MASTER UNIT 2

L23

L25

L26

L24

L27

L28

GUADALUPE RIVER

L29

1/2" IRON ROD CAPPED "HMT"
IN THE BANK OF
THE GUADALUPE RIVER

PRELIMINARY

C:\Sectors\Survey\Projects\LJAS4636 (Regal LLC)\2402_Gruene River Tract at FM 306\06-CAD\Civil 3D\Plats\Combined Tracts\LJAS4636-2402-Gruene River Tract at FM 306_MU_Grid.dwg 3/24/2025

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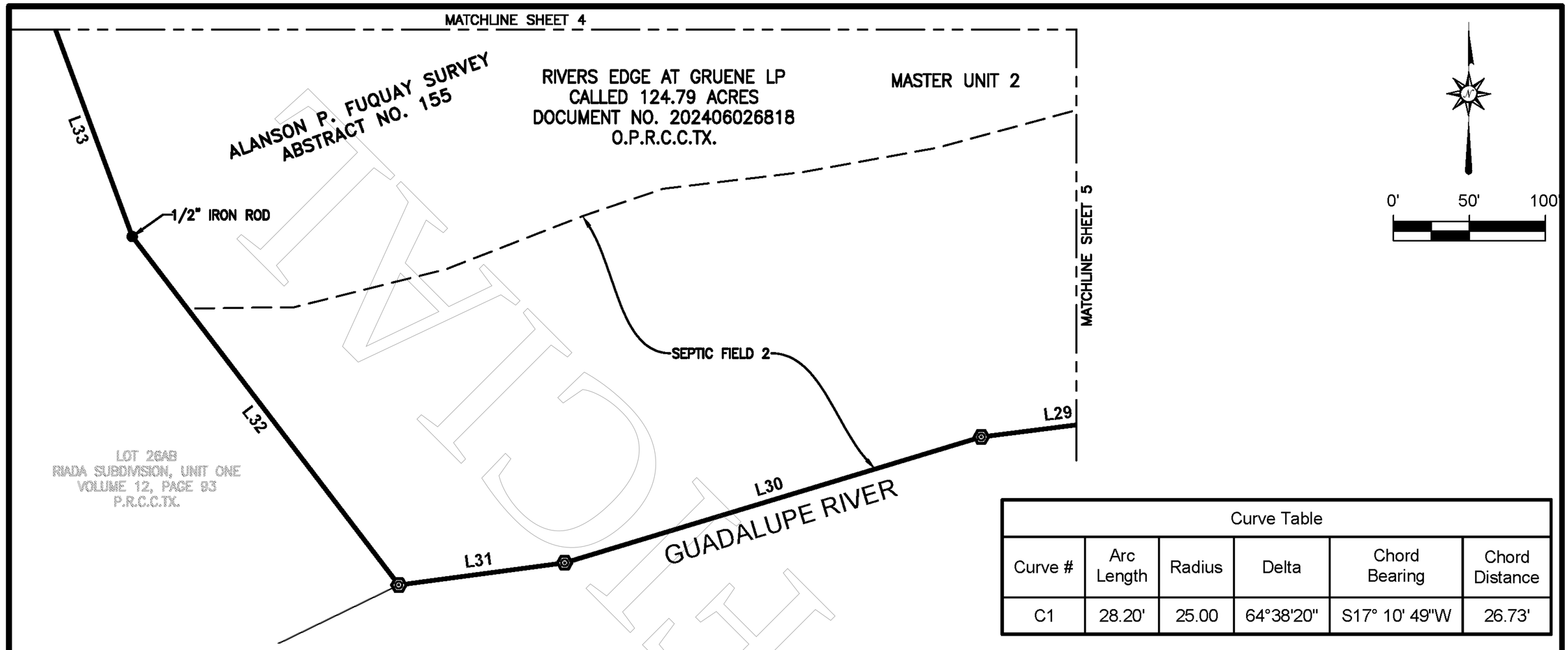

Curve Table					
Curve #	Arc Length	Radius	Delta	Chord Bearing	Chord Distance
C1	28.20'	25.00	64°38'20"	S17° 10' 49"W	26.73'

Line Table			Line Table			Line Table			Line Table			Line Table		
Line #	Direction	Length	Line #	Direction	Length	Line #	Direction	Length	Line #	Direction	Length	Line #	Direction	Length
L1	N49° 29' 59"E	256.63'	L11	S85° 31' 44"W	70.47'	L21	N13° 37' 51"E	245.66'	L31	S82° 21' 05"W	110.09'	L41	N88° 12' 29"E	203.27'
L2	S20° 23' 50"E	287.08'	L12	N89° 54' 02"W	132.90'	L22	S35° 15' 33"E	291.98'	L32	N37° 26' 18"W	288.51'	L42	S81° 48' 06"E	241.34'
L3	S18° 09' 25"E	7.82'	L13	S78° 18' 43"W	28.00'	L23	S35° 25' 25"W	128.21'	L33	N20° 21' 19"W	529.34'	L43	S02° 09' 39"W	20.11'
L4	S13° 40' 35"E	7.82'	L14	S02° 09' 39"W	18.60'	L24	N72° 34' 16"W	153.87'	L34	N49° 29' 59"E	88.28'	L44	S81° 48' 06"E	187.28'
L5	S11° 26' 10"E	152.24'	L15	S05° 53' 11"E	116.35'	L25	N77° 27' 07"W	259.52'	L35	S40° 33' 04"E	79.90'	L45	S81° 35' 47"E	341.15'
L6	N79° 49' 31"E	367.33'	L16	N79° 38' 52"E	51.88'	L26	S89° 57' 35"W	199.56'	L36	S49° 29' 59"W	67.90'	L46	S55° 19' 07"W	233.91'
L7	N82° 54' 33"E	10.76'	L17	N86° 52' 48"E	82.55'	L27	S89° 56' 08"W	51.09'	L37	S15° 08' 21"E	27.31'	L47	S35° 15' 33"E	171.61'
L8	N89° 04' 37"E	10.76'	L18	S84° 26' 26"E	10.89'	L28	S82° 50' 53"W	89.01'	L38	N69° 36' 10"E	150.63'			
L9	S87° 50' 21"E	352.08'	L19	S87° 30' 39"E	246.46'	L29	S82° 50' 20"W	103.77'	L39	S27° 58' 00"E	125.09'			
L10	S02° 09' 39"W	183.94'	L20	S73° 12' 18"E	213.01'	L30	S73° 12' 16"W	286.31'	L40	N80° 54' 41"E	160.03'			

INTERNAL USE ONLY

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RIVER'S EDGE AT GRUENE MASTER CONDOMINIUMS

MASTER UNIT 1

BEING AN 10.378 ACRE TRACT OF LAND SITUATED IN THE ALANSON P. FUQUAY SURVEY, ABSTRACT NO. 155, COMAL COUNTY, TEXAS, BEING OUT OF A CALLED 124.79 ACRE TRACT OF LAND CONVEYED TO RIVERS EDGE AT GRUENE LP, RECORDED IN DOCUMENT NO. 202406026818, OFFICIAL PUBLIC RECORDS, COMAL COUNTY, TEXAS (O.P.R.C.C.TX); SAID 10.378 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2-INCH IRON ROD FOUND (N: 13,820,745.92, E: 2,249,818.68) ON THE COMMON LINE OF SAID 124.79 ACRE TRACT AND THE RIADA SUBDIVISION, A SUBDIVISION OF RECORD IN VOLUME 5, PAGE 242, PLAT RECORDS OF COMAL COUNTY, TEXAS (P.R.C.C.TX.), FOR THE MOST NORTHERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE OVER AND ACROSS SAID 124.79 ACRE TRACT, THE FOLLOWING TWELVE (12) COURSES AND DISTANCES:

1) SOUTH 40 DEGREES 33 MINUTES 04 SECONDS EAST, A DISTANCE OF 79.90 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET,
2) SOUTH 49 DEGREES 29 MINUTES 59 SECONDS WEST, A DISTANCE OF 67.90 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET AT THE BEGINNING OF A CURVE TO THE LEFT,
3) WITH SAID CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 28.20 FEET, A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 64 DEGREES 38 MINUTES 20 SECONDS, AND A CHORD THAT BEARS SOUTH 17 DEGREES 10 MINUTES 49 SECONDS WEST, A DISTANCE OF 26.73 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET,
4) SOUTH 15 DEGREES 08 MINUTES 21 SECONDS EAST, A DISTANCE OF 27.31 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET,
5) NORTH 69 DEGREES 36 MINUTES 10 SECONDS EAST, A DISTANCE OF 150.63 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET,
6) SOUTH 27 DEGREES 58 MINUTES 00 SECONDS EAST, A DISTANCE OF 125.09 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET,
7) NORTH 80 DEGREES 54 MINUTES 41 SECONDS EAST, A DISTANCE OF 160.03 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET,
8) NORTH 88 DEGREES 12 MINUTES 29 SECONDS EAST, A DISTANCE OF 203.27 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET,
9) SOUTH 81 DEGREES 48 MINUTES 06 SECONDS EAST, A DISTANCE OF 241.34 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET,
10) SOUTH 02 DEGREES 09 MINUTES 39 SECONDS WEST, A DISTANCE OF 20.11 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET,
11) SOUTH 81 DEGREES 48 MINUTES 06 SECONDS EAST, A DISTANCE OF 187.28 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET, AND
12) SOUTH 81 DEGREES 35 MINUTES 47 SECONDS EAST, A DISTANCE OF 341.15 FEET TO A 1/2-INCH IRON ROD FOUND ON THE EAST LINE OF SAID 124.79 ACRE TRACT, FOR THE COMMON CORNER OF LOT 3, UNIT TWO OF THE HIGH POINT SUBDIVISION, RECORDED IN VOLUME 10, PAGE 363, P.R.C.C.TX. AND A CALLED 9.45 ACRE TRACT, RECORDED IN DOCUMENT NO. 202206041914, O.P.R.C.C.TX., SAME BEING THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE WITH THE COMMON LINE OF SAID 124.79 ACRE TRACT AND SAID 9.45 ACRE TRACT THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1) SOUTH 55 DEGREES 19 MINUTES 07 SECONDS WEST, A DISTANCE OF 233.91 FEET TO A 5/8-INCH IRON PIPE FOUND, AND
2) SOUTH 35 DEGREES 15 MINUTES 33 SECONDS EAST, A DISTANCE OF 171.61 FEET TO A CALCULATED POINT;

THENCE OVER AND ACROSS SAID 124.79 ACRE TRACT, THE FOLLOWING TWENTY (20) COURSES AND DISTANCES:

1) SOUTH 13 DEGREES 37 MINUTES 51 SECONDS WEST, A DISTANCE OF 245.66 FEET TO A CALCULATED POINT,
2) NORTH 73 DEGREES 12 MINUTES 18 SECONDS WEST, A DISTANCE OF 213.01 FEET TO A CALCULATED POINT,
3) NORTH 87 DEGREES 30 MINUTES 39 SECONDS WEST, A DISTANCE OF 246.46 FEET TO A CALCULATED POINT,
4) NORTH 84 DEGREES 26 MINUTES 26 SECONDS WEST, A DISTANCE OF 10.89 FEET TO A CALCULATED POINT,
5) SOUTH 86 DEGREES 52 MINUTES 48 SECONDS WEST, A DISTANCE OF 82.55 FEET TO A CALCULATED POINT,
6) SOUTH 79 DEGREES 38 MINUTES 52 SECONDS WEST, A DISTANCE OF 51.88 FEET TO A CALCULATED POINT,
7) NORTH 05 DEGREES 53 MINUTES 11 SECONDS WEST, A DISTANCE OF 116.35 FEET TO A TO A CALCULATED POINT,
8) NORTH 02 DEGREES 09 MINUTES 39 SECONDS EAST, A DISTANCE OF 18.60 FEET TO A CALCULATED POINT,
9) NORTH 78 DEGREES 18 MINUTES 43 SECONDS EAST, A DISTANCE OF 28.00 FEET TO A CALCULATED POINT,
10) SOUTH 89 DEGREES 54 MINUTES 02 SECONDS EAST, A DISTANCE OF 132.90 FEET TO A CALCULATED POINT,
11) NORTH 85 DEGREES 31 MINUTES 44 SECONDS EAST, A DISTANCE OF 70.47 FEET TO A CALCULATED POINT,
12) NORTH 02 DEGREES 09 MINUTES 39 SECONDS EAST, A DISTANCE OF 183.94 FEET TO A CALCULATED POINT,
13) NORTH 87 DEGREES 50 MINUTES 21 SECONDS WEST, A DISTANCE OF 352.08 FEET TO A CALCULATED POINT,
14) SOUTH 89 DEGREES 04 MINUTES 37 SECONDS WEST, A DISTANCE OF 10.76 FEET TO A CALCULATED POINT,
15) SOUTH 82 DEGREES 54 MINUTES 33 SECONDS WEST, A DISTANCE OF 10.76 FEET TO A CALCULATED POINT,
16) SOUTH 79 DEGREES 49 MINUTES 31 SECONDS WEST, A DISTANCE OF 367.33 FEET TO A CALCULATED POINT,
17) NORTH 11 DEGREES 26 MINUTES 10 SECONDS WEST, A DISTANCE OF 152.24 FEET TO A CALCULATED POINT,
18) NORTH 13 DEGREES 40 MINUTES 35 SECONDS WEST, A DISTANCE OF 7.82 FEET TO A CALCULATED POINT,
19) NORTH 18 DEGREES 09 MINUTES 25 SECONDS WEST, A DISTANCE OF 7.82 FEET TO A CALCULATED POINT, AND
20) NORTH 20 DEGREES 23 MINUTES 50 SECONDS WEST, A DISTANCE OF 287.08 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET ON THE COMMON LINE OF SAID 124.79 ACRE TRACT AND SAID RIADA SUBDIVISION;

THENCE NORTH 49 DEGREES 29 MINUTES 59 SECONDS EAST, WITH THE COMMON LINE OF SAID 124.79 ACRE TRACT AND SAID RIADA SUBDIVISION, A DISTANCE OF 88.28 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 10.378 ACRES OF LAND, MORE OR LESS;

DRAFT
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RIVER'S EDGE AT GRUENE MASTER CONDOMINIUMS

MASTER UNIT 2

BEING A 11.458 ACRE TRACT OF LAND SITUATED IN THE ALANSON P. FUQUAY SURVEY, ABSTRACT NO. 155, COMAL COUNTY, TEXAS, BEING OUT OF A CALLED 124.79 ACRE TRACT OF LAND CONVEYED TO RIVERS EDGE AT GRUENE LP, RECORDED IN DOCUMENT NO. 202406026818, OFFICIAL PUBLIC RECORDS, COMAL COUNTY, TEXAS (O.P.R.C.C.TX), SAID 11.458 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2-INCH IRON ROD FOUND (N: 13,820,521.91, E: 2,249,556.40) FOR THE COMMON CORNER OF SAID 124.79 ACRE TRACT, LOT 26AB IN THE RIADA SUBDIVISION, UNIT ONE, A SUBDIVISION OF RECORD IN VOLUME 12, PAGE 93, PLAT RECORDS OF COMAL COUNTY, TEXAS (P.R.C.C.TX.), LOT 27 IN THE RIADA SUBDIVISION, UNIT 1, A SUBDIVISION OF RECORD IN VOLUME 7, PAGE 63, P.R.C.C.TX., AND LOT 14 IN THE RIADA SUBDIVISION, A SUBDIVISION OF RECORD IN VOLUME 5, PAGE 242, P.R.C.C.TX., FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 49 DEGREES 29 MINUTES 59 SECONDS EAST, WITH THE COMMON LINE OF SAID 124.79 ACRE TRACT AND SAID LOT 14, A DISTANCE OF 256.63 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET, FROM WHICH A 1/2-INCH IRON ROD FOUND BEARS NORTH 49 DEGREES 29 MINUTES 59 SECONDS EAST, A DISTANCE OF 88.28 FEET;

THENCE OVER AND ACROSS SAID 124.79 ACRE TRACT, THE FOLLOWING TWENTY (20) COURSES AND DISTANCES:

1) SOUTH 20 DEGREES 23 MINUTES 50 SECONDS EAST, A DISTANCE OF 287.08 FEET TO A CALCULATED POINT,
2) SOUTH 18 DEGREES 09 MINUTES 25 SECONDS EAST, A DISTANCE OF 7.82 FEET TO A CALCULATED POINT,
3) SOUTH 13 DEGREES 40 MINUTES 35 SECONDS EAST, A DISTANCE OF 7.82 FEET TO A CALCULATED POINT,
4) SOUTH 11 DEGREES 26 MINUTES 10 SECONDS EAST, A DISTANCE OF 152.24 FEET TO A CALCULATED POINT,
5) NORTH 79 DEGREES 49 MINUTES 31 SECONDS EAST, A DISTANCE OF 367.33 FEET TO A CALCULATED POINT,
6) NORTH 82 DEGREES 54 MINUTES 33 SECONDS EAST, A DISTANCE OF 10.76 FEET TO A CALCULATED POINT,
7) NORTH 89 DEGREES 04 MINUTES 37 SECONDS EAST, A DISTANCE OF 10.76 FEET TO A CALCULATED POINT,
8) SOUTH 87 DEGREES 50 MINUTES 21 SECONDS EAST, A DISTANCE OF 352.08 FEET TO A CALCULATED POINT,
9) SOUTH 02 DEGREES 09 MINUTES 39 SECONDS WEST, A DISTANCE OF 183.94 FEET TO A CALCULATED POINT,
10) SOUTH 85 DEGREES 31 MINUTES 44 SECONDS WEST, A DISTANCE OF 70.47 FEET TO A CALCULATED POINT,
11) NORTH 89 DEGREES 54 MINUTES 02 SECONDS WEST, A DISTANCE OF 132.90 FEET TO A CALCULATED POINT,
12) SOUTH 78 DEGREES 18 MINUTES 43 SECONDS WEST, A DISTANCE OF 28.00 FEET TO A CALCULATED POINT,
13) SOUTH 02 DEGREES 09 MINUTES 39 SECONDS WEST, A DISTANCE OF 18.60 FEET TO A CALCULATED POINT,
14) SOUTH 05 DEGREES 53 MINUTES 11 SECONDS EAST, A DISTANCE OF 116.35 FEET TO A CALCULATED POINT,
15) NORTH 79 DEGREES 38 MINUTES 52 SECONDS EAST, A DISTANCE OF 51.88 FEET TO A CALCULATED POINT,
16) NORTH 86 DEGREES 52 MINUTES 48 SECONDS EAST, A DISTANCE OF 82.55 FEET TO A CALCULATED POINT,
17) SOUTH 84 DEGREES 26 MINUTES 26 SECONDS EAST, A DISTANCE OF 10.89 FEET TO A CALCULATED POINT,
18) SOUTH 87 DEGREES 30 MINUTES 39 SECONDS EAST, A DISTANCE OF 246.46 FEET TO A CALCULATED POINT,
19) SOUTH 73 DEGREES 12 MINUTES 18 SECONDS EAST, A DISTANCE OF 213.01 FEET TO A CALCULATED POINT, AND
20) NORTH 13 DEGREES 37 MINUTES 51 SECONDS EAST, A DISTANCE OF 245.66 FEET TO A CALCULATED POINT ON THE EAST LINE OF SAID 124.79 ACRE TRACT AND THE WEST LINE OF A CALLED 9.45 ACRE TRACT, RECORDED IN DOCUMENT NO. 202206041914, O.P.R.C.C.TX.;

THENCE WITH THE COMMON LINE OF SAID 124.79 ACRE TRACT AND SAID 9.45 ACRE TRACT THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1) SOUTH 35 DEGREES 15 MINUTES 33 SECONDS EAST, A DISTANCE OF 291.98 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "HMT" FOUND, AND
2) SOUTH 35 DEGREES 25 MINUTES 25 SECONDS WEST, A DISTANCE OF 128.21 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "HMT" FOUND ON THE NORTH BANK OF THE GUADALUPE RIVER, FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE WITH THE COMMON LINE OF SAID 124.79 ACRE TRACT AND THE NORTH BANK OF THE GUADALUPE RIVER, THE FOLLOWING EIGHT (8) COURSES AND DISTANCES:

1) NORTH 72 DEGREES 34 MINUTES 16 SECONDS WEST, A DISTANCE OF 153.87 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET,
2) NORTH 77 DEGREES 27 MINUTES 07 SECONDS WEST, A DISTANCE OF 259.52 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET,
3) SOUTH 89 DEGREES 57 MINUTES 35 SECONDS WEST, A DISTANCE OF 199.56 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET,
4) SOUTH 89 DEGREES 56 MINUTES 08 SECONDS WEST, A DISTANCE OF 51.09 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET,
5) SOUTH 82 DEGREES 50 MINUTES 53 SECONDS WEST, A DISTANCE OF 89.01 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET,
6) SOUTH 82 DEGREES 50 MINUTES 20 SECONDS WEST, A DISTANCE OF 103.77 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET,
7) SOUTH 73 DEGREES 12 MINUTES 16 SECONDS WEST, A DISTANCE OF 286.31 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET, AND
8) SOUTH 82 DEGREES 21 MINUTES 05 SECONDS WEST, A DISTANCE OF 110.09 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET FOR A COMMON CORNER OF SAID 124.79 ACRE TRACT AND SAID LOT 26AB;

THENCE WITH THE COMMON LINE OF SAID 124.79 ACRE TRACT AND SAID LOT 26AB THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1) NORTH 37 DEGREES 26 MINUTES 18 SECONDS WEST, A DISTANCE OF 288.51 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET, AND
2) NORTH 20 DEGREES 21 MINUTES 19 SECONDS WEST, A DISTANCE OF 529.34 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 11.458 ACRES OF LAND, MORE OR LESS;

DRAFT

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I:\Sectors\Survey\Projects\LJAS4636-2402-Gruene River Tract at FM 306_MU_Grid.dwg 3/24/2025

DATE:	03/24/25
DRWN BY:	JBC
CHKD BY:	DT
PROJ NO.	LJAS4636-2402

RIVER'S EDGE AT GRUENE MASTER CONDOMINIUMS
MASTER UNIT 1 AND MASTER UNIT 2
IN THE
ALANSON P. FUQUAY SURVEY, ABSTRACT NO. 155
COMAL COUNTY, TEXAS

LJA Surveying, Inc.
7500 Rialto Blvd., Building II
Suite 100
Austin, Texas 78735
Phone 512.439.4700
T.B.P.E.L.S. Firm No. 10194382

Through Tax Year
2024

TAX CERTIFICATE

Certificate #
15882

Issued By:
Comal County Tax Office
PO Box 659480
San Antonio, TX 78265-9480

Property Information

Property ID: 70743 Geo ID: 600930019501
Legal Acres: 64.8060
Legal Desc: A-155 SUR- 35 A P FUQUAY, ACRES 64.806
Situs: FM 306 NEW BRAUNFELS, TX 78132
DBA:
Exemptions:

Owner ID: 1110537 100.00%
RIVERS EDGE AT GRUENE LP
6 GRUENE WALD
NEW BRAUNFELS, TX 78130

For Entities

(ESD7) COMAL COUNTY EMERGEN
COMAL COUNTY
COMAL COUNTY LATERAL ROAD
COMAL ISD

Value Information

Improvement HS:	0
Improvement NHS:	0
Land HS:	0
Land NHS:	2,342,090
Productivity Market:	0
Productivity Use:	0
Assessed Value	2,342,090

Current/Delinquent Taxes

This is to certify that, after a careful check of the tax records of this office, the following delinquent taxes, penalties, interest and any known costs and expenses as provided by Tax Code §33.48, are due on the described property for the following taxing unit(s):

Year	Entity	Taxable	Tax Due	Disc./P&I	Attorney Fee	Total Due
Totals:			**0.00**	**0.00**	**0.00**	**0.00**

Effective Date: 03/28/2025 Total Due if paid by: 03/31/2025 0.00

Tax Certificate Issued for:	Taxes Paid in 2024
COMAL COUNTY	5,309.87
COMAL COUNTY LATERAL ROAD	878.64
COMAL ISD	25,456.18
(ESD7) COMAL COUNTY EMERGEN	1,180.34

If applicable, the above-described property has/is receiving special appraisal based on its use, and additional rollback taxes may become due based on the provisions of the special appraisal (Comptroller Rule 9.3040) or property omitted from the appraisal roll as described under Tax Code Section 25.21 is not included in this certificate [Tax Code Section 31.08(b)].

Pursuant to Tax Code Section 31.08, if a person transfers property accompanied by a tax certificate that erroneously indicates that no delinquent taxes, penalties or interest are due a taxing unit on the property or that fails to include property because of its omission from an appraisal roll, the unit's tax lien on the property is extinguished and the purchaser of the property is absolved of liability to the unit for delinquent taxes, penalties or interest on the property or for taxes based on omitted property. The person who was liable for the tax for the year the tax was imposed or the property was omitted remains personally liable for the tax and for any penalties or interest.

A tax certificate issued through fraud or collusion is void.

This certificate does not clear abuse of granted exemptions as defined in Section 11.43 Paragraph(1) of the Texas Property Tax Code.

May Be Subject to Court Costs if Suit is Pending

COMAL COUNTY TAX ASSESSOR-COLLECTOR

Signature of Authorized Officer of Collecting Office

Date of Issue: 03/28/2025
Requested By: WINSTEAD
Fee Amount: 10.00
Reference #:

UNOFFICIAL

ATTACHMENT 2

ENCUMBRANCES

1. Electric Water Sewer Line Right-of-Way Agreement to City of New Braunfels (Utilities) recorded in Volume 267, Page 1 and corrected in Volume 267, Page 818, of the Deed Records of Comal County, Texas.

2. NBU Water and Wastewater Easement recorded in Document No. 201606027233, of the Official Public Records of Comal County, Texas.

3. New Braunfels Utilities Water and Wastewater Easements recorded in Document Numbers 202006052944, 202006052946 and 202006052947, of the Official Public Records of Comal County, Texas.

UNOFFICIAL

ATTACHMENT 3

SCHEDULES OF ALLOCATED INTERESTS

COMMON INTEREST ALLOCATION, SHARE OF COMMON EXPENSES AND VOTES

Master Unit	Common Interest Allocation and Common Expense Liability	Votes
Master Unit 1	50%	1
Master Unit 2	50%	1

THE INTERESTS ASSIGNED TO A PARTICULAR MASTER UNIT WILL DECREASE IF ADDITIONAL MASTER UNITS ARE CREATED AND ADDED TO THE REGIME BY DECLARANT.

UNOFFICIAL

Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
04/07/2025 03:58:25 PM
TRACY 53 Pages(s)
202506009824

County Court of Comal County, Texas

Bobbie Koepp

VOID
AERO
DRIP
DESIGNED FOR:
RIVERS EDGE AT GRUENE, L.P

6 GRUENE WALD
NEW BRAUNFELS, TX 78130

SITE DESCRIPTION:

Located in the Alanson P. Fuquay Survey #34, A-155, being 13.769ac (Tract 2), at 1941 FM 306, the proposed system will serve thirteen up to five bedroom condos (<4500sf) , situated in an area with moderate depth Type II soils as described in the Soil Evaluation Report. Native grasses, and Live Oak trees were found throughout this property. An aerobic treatment plant with flow equalization utilizing drip irrigation was chosen as the most appropriate system to serve the conditions on this lot.

PROPOSED SYSTEM:

A plumber installed 3 or 4 inch SCH-40 pipe discharges from the condos to a 3000 gallon trash tank with standard inlet and outlet flow tees. Flow continues to a 6000 gallon Equalization tank (2-3000 tanks manifolded together). Flow equalization tank is fitted with dual Liberty LE40 effluent pumps controlled by a dual alternating control panel (Model RJR Alt-DT-LA) with manual reset and Omron H3CR-F cycle timer and elapsed time meter and cycle timers with NEMA rating of 4X. Flow is controlled by ball valve on a 2" SCH-40 manifold and a bypass valve in the EQ tank at 13.9 gpm (3.5 gpm per ATU) for fifteen minutes each hour. Tank is fitted with a HiBlow HP200 aerator and 4-Thomas air diffusers (see tank profile). On a float switch set at 24" in the tank. Effluent continues to 4-1500 NuWater B-1500, 1500 gpd aerobic plants equally. Flow is controlled by ball valves on a 2" SCH-40 manifold. After aerobic treatment flow continues to a 3000 gallon pump. Tank is fitted with dual pumps. The well pumps are activated by a dual alternating controller (Model RJR Alt-#ATU-2A) distributing to each zone four times per day with an 20 minute run time using a Omron H3CR-F cycle timer. Distribution from each pump is through a pressure regulator, (Senninger Model PMR40HF), to maintain pressure at 40 psi, then to a self flushing 100 micron Arkal 1.5" Super Filter, disk filter, Netafim 1.5" WM-150 flow meter and then to a 1.25" Sch-40 PVC to low voltage irrigation control valves operated by electronic controller (K-Rain ProSeries 150 control valves) in field using an using an Omron H3CR-F cycle timer to cycle to a new zone every two hours for 13 minutes alternating between seven zones. Check valves on the return manifold are required to prevent backflow in the resting zones. A high level audible and visual alarm with manual reset will activate should the pump fail and initiate the next resting pump. A 1.25" SCH-40 return line is installed to continuously flush the system to the pump tank by throttling a 1.25" ball valve. Vacuum breakers installed at the highest point on each manifold will prevent siphoning of effluent from higher to lower parts of the field. Check valves on the return line on each field will prevent the pressuring of resting zone. Prior to installing drip field will be trenched in to approximately 12". Entire field will be heavily seeded for just sodded with grass. **Risers are required on tank inspection ports as per 30 TAC 285.38 (9/1/2023). This includes access limitation (<65lbs lid or hardware secured**

VOID

lid). Inspection and observation ports shall have risers over the port openings which extend to a minimum of 6" in height 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..

DESIGN SPECIFICATIONS:

Daily flow:4980 gpd 13 - five bedroom (<4500 sf.) Living & 1 four bedroom (<3500 sf)
Design Rate: 5000 gpd w/ residential strength expected 300 mg/ltr BOD5
BOD5 @ 5000 gpd @ 300 mg/l x 8.34 #/gal / 1,000,000 = 12.5 lbs BOD5
NuWater B-1500 ATU each reduce 4.5#BOD5 x 4 = 18#BOD5 > 12.5#BOD5 required
Pretreatment tank size: 3000 Gal
Equalization tank: 6000 gal w/ dual effluent pumps Liberty LE40 0.4hp or equiv. fitted with HiBlow HP200 aerator and 4 Thomas air diffusers (Cn
Controls: Model RJR Alt-#ATU-2A Dual alternating control panel w/ NEMA rating of 4X w/ manual reset & Omron H3CR-F cycle timer or equivalent, also controls air pump on EQ tank
Plant Size: 4- NuWater B-1500 1500gpd Aerobic Units TCEQ/NSF approved
Pump tank size: 6000 Gal with dual pumps
Pump requirement: 2-Ashland CPM 20+ - 0.5hp 20 gpm
requiring 9.15 gpm @ up to 40 psi & up to18.3 gpm during flushing
Filter: Arkal 1.5" Super Filter100 micron disk filter
Low Voltage Control Valves : K-Rain ProSeries 150 control valves
Flow Meters : Netafim WM-150 1.5" on both supply and return manifolds or equivalent
Reserve capacity after High Level: 384 Gal (>4hrs flow Req'd)
Application Rate: Ra = 0.25 gal/sf
Total absorption area: Q/Ra = 5000 GPD/0.25= 20,000 sf. (Actual 25,200sf.)
Total linear feet drip tubing: 12,600' ***Netifim Bioline*** drip tubing .61 GPH
Total Zones: 7 Zones w 1800' per zone
Pump requirement: 1800' Netifim w/ 900 emitters per zone @ 0.61 gph @ 40 psi = 9.15 gpm with 18.3gpm during flushing with up to 40' head /10 psi (friction loss and elevation)

MINIMUM SCOUR VELOCITY (**MSV**) > 2 FPS
IN DRIP TUBING W/ NOM. DIA. 0.55" ID
MSV = 2 FPS (Πd↑2)/4*7.48 gal/cf*60 sec/min
MSV = 2(3.14159((.55/12)↑2)/4)*7.48*60
MSV = 1.5 gpm PER LINE *(6) LINES = 9 GPM MIN FLOW RATE

IN RETURN MANIFOLD W/ NOM. DIA 1.25" ID
MSV = 2 FPS (Πd↑2)/4*7.48 gal/cf*60 sec/min
MSV = 2(3.14159((1.36/12)↑2)/4)*7.48*60
MSV = 9.05 GPM

VOID

- A continuous maintenance contract is required to be maintained on this septic system with a minimum of service visits every three months. Each visit will require checking aerators & air diffusers, sewage and effluent pumps and dual alternating control panels and alarms for proper function. Field flush each zone and clean each of the Arkal Disc filters. Inspect each tank with sludge judge to determine if tanks requires pumping.
- BOD5 samples need to be completed at three months and at nine months after License to Operate is issued.
- Septic system requires periodic pumping each one to five years depending on usage.
- Construction material, specifications and all construction methods shall conform to the requirements set forth in the construction standards for on-site sewage facilities from TCEQ.
- The installer must be licensed by the State of Texas and install according to design specifications and obtain inspections by authorized agent throughout the installation process.
- All piping must be a SCH-40 PVC.
- No part of the system shall be located within 10 feet of a potable water line. If this is unavoidable, follow Chapter 290.44(e)(4)(B)(iv-v)
- Sewer lines with 5' and under driveways will be SCH-80 PVC or sleeved with Sch-40 PVC
- All tanks must be installed greater than five feet from any structure and be level within 1" and bedded with a minimum of 4" of sand/sandy loam free of rock.
- Risers must be installed in accordance with 30 TAC 285.38 as noted previouly
- All septic tanks inlet and outlets must be sealed with a permanent waterproof sealant.
- Aerated tanks must be vented.

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 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.

FLOODPLAIN

This area is According to the FEMA floodplain map #48091C0455G the referenced property is located within the 100 year flood plain (Flood Zone A), with the entire system is within Flood Zone A. The system has been designed so that during a 100 year flood event, in my professional opinion, no damage will occur to the OSSF as to cause contamination to the environment or a nuisance.

VOID

Volume of Tank = H.S.=.14159*D^2/4 = 8'x9.256.21'x13.33'= 537.6 cf.
Upward Buoyancy force = 537.6 cf * 8.34 #/gal*7.48gal/sf = 33,537 #
Overburden w/ 6" of soil = area*fill Height*Wt of fill/cf =3.14159 D^2/4*75#/cfx0.5' =2520#
Tank Weight of Tank = 20,126#
Downward force of tank & min.water & overburden=20,126#+(3000)*8.34#/gal+ 2520#
=47,666#
Downward force > Upward Force 47,666# > 33,537# Tank will not float with 0.5' of cover

NuWater B 1500
Volume of Tank = H*W*L = 6.42'*5.667*12 = 436.6 cf.
Upward Buoyancy force = 436.6 cf * 8.34 #/gal*7.48gal/sf = 27,236 #
Overburden w/ .5' of soil = AREA*fill Height*Wt of fill/cf = 5.667'*12*90#/cf *.5' = 3,060#
Tank Weight of B-1500 = 16,600#
Downward force of tank & min.water & overburden=16,600#+(2086)*8.34#/gal+ 3,060#
=37,057#
Downward force > Upward Force 37,057# > 27,236# Tank will not float with 0.5' of cover

3000 gallon pump tanks
Volume of tank = 537.6 cf.
Upward Buoyancy force = 33,537#
Overburden w/ 2.25' of soil = 3.14159*9.25^2/4*75#/cf*2.25' = 11,340#
Tank Weight = 20,126#
Downward force& min water& overburden = 20,126# + 345*8.34#/gal + 11.340# = 34,343#
Downward force > Upward Force 35,603# > 33,537#
Tank will not float with 2.25' of cover

PIPE AND FITTINGS:
All pipes and fittings in this drip tubing system shall be 1.5" & 1.25" schedule 40 PVC. All joints shall be sealed with approved solvent-type PVC cement. Clipper type cutters are recommended to prevent PVC burrs during cutting of pipes causing possible plugging.

MAINTENANCE SCHEDULE
This system will require a continuous quarterly maintenance contract in which each component will be inspected to assure proper function, including aerators, filters, and effluent pumps, with pumping as determined by inspection of sludge levels in each tank.
Water readings to be taken daily and reported monthly to the Comal County Engineers office for the first year from license to operate.

VOID

LANDSCAPING

Drip fields will be maintained with vegetation.

Install berms and swales to divert stormwater from drip field areas.

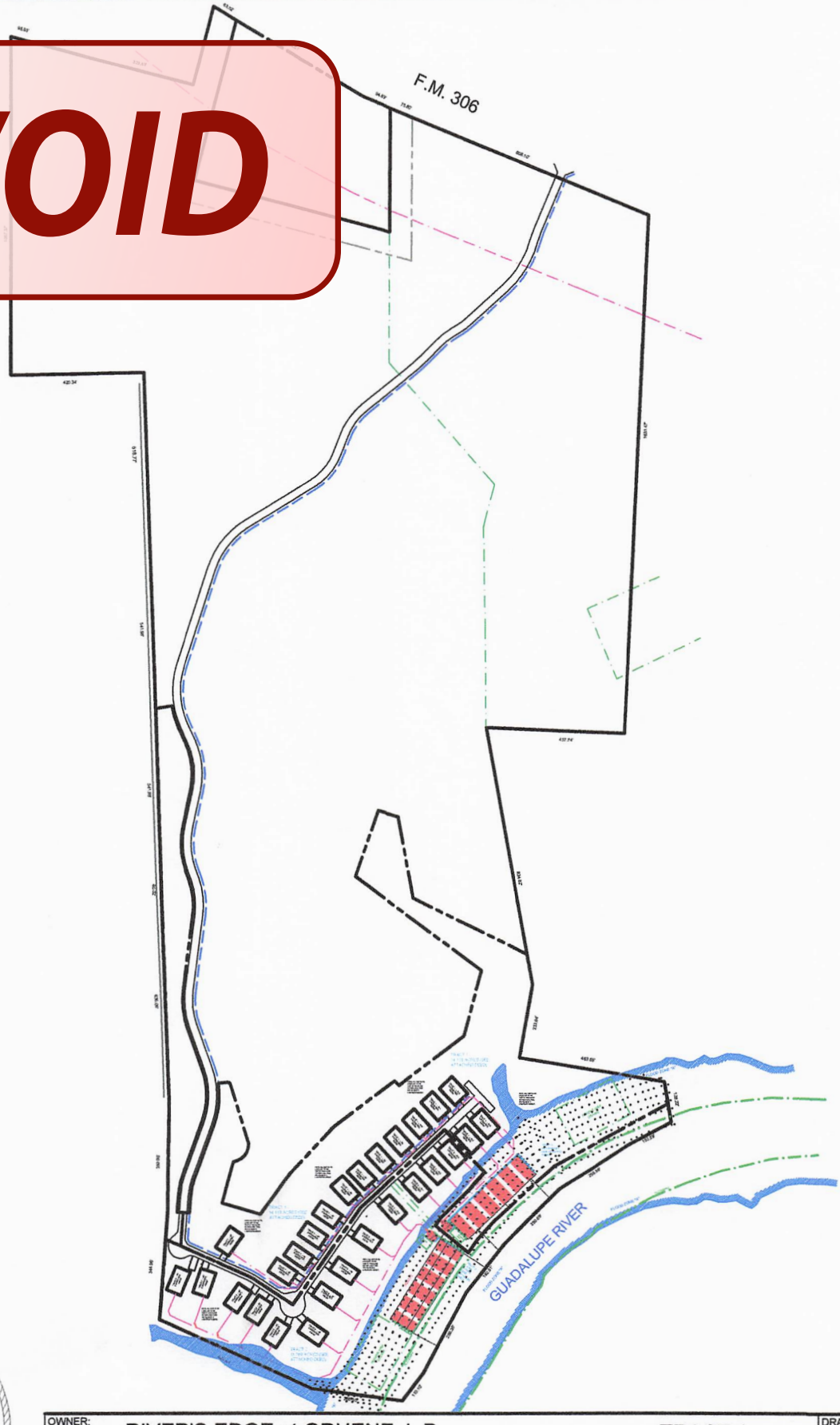
Designed in accordance with Chapter 285, Subchapter D, §285.30, §285.32 Texas Commission on Environmental Quality (Effective September 1, 2023)

08/22/25

Greg W. Johnson, P.E. No. 67587 F#2585
170 Hollow Oak
New Braunfels, Texas 78132
830/905-2778

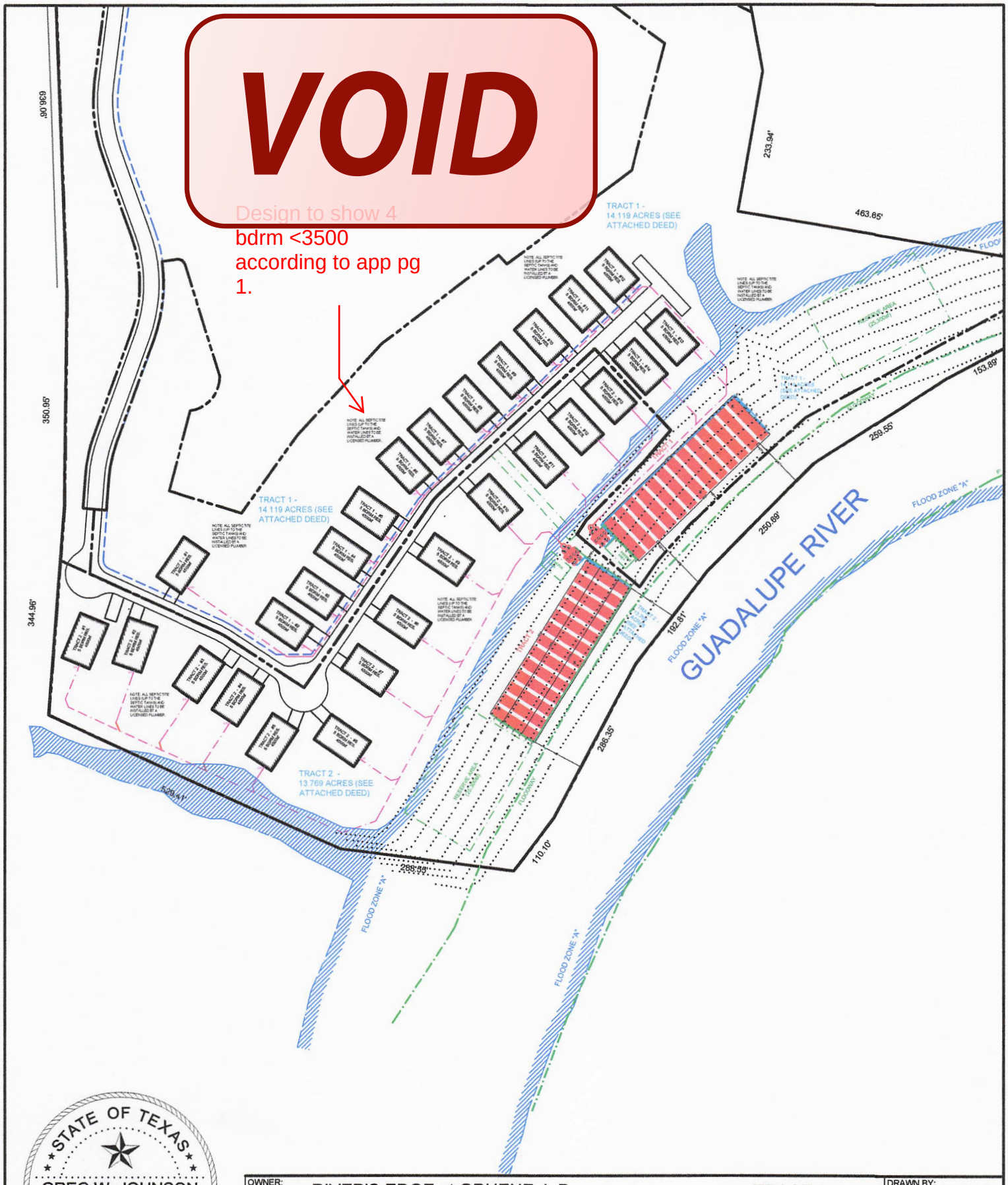
STATE OF TEXAS
GREG W. JOHNSON
67587
REGISTERED
PROFESSIONAL ENGINEER

VOID



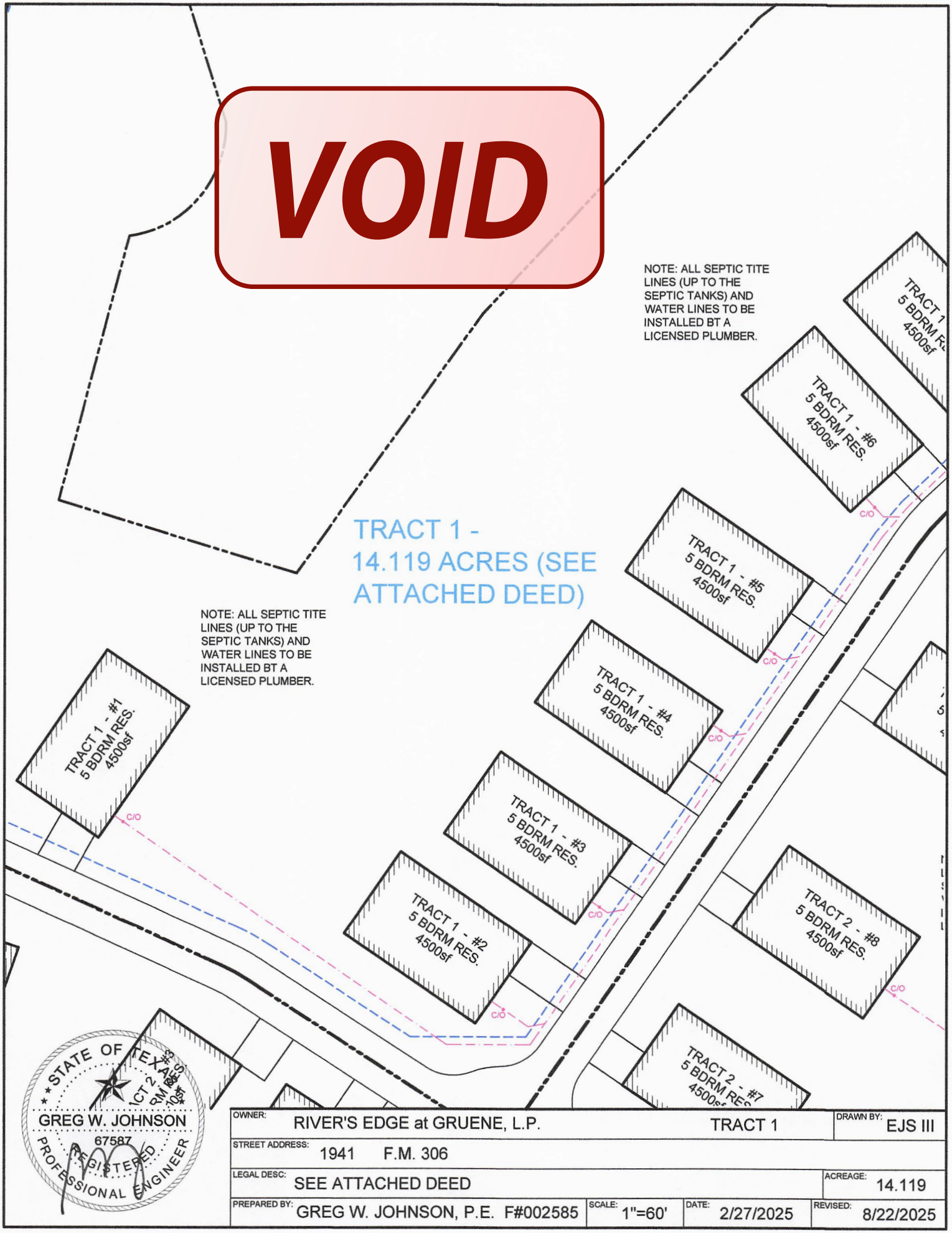
STATE OF TEXAS
GREG W. JOHNSON
67587
REGISTERED
PROFESSIONAL ENGINEER

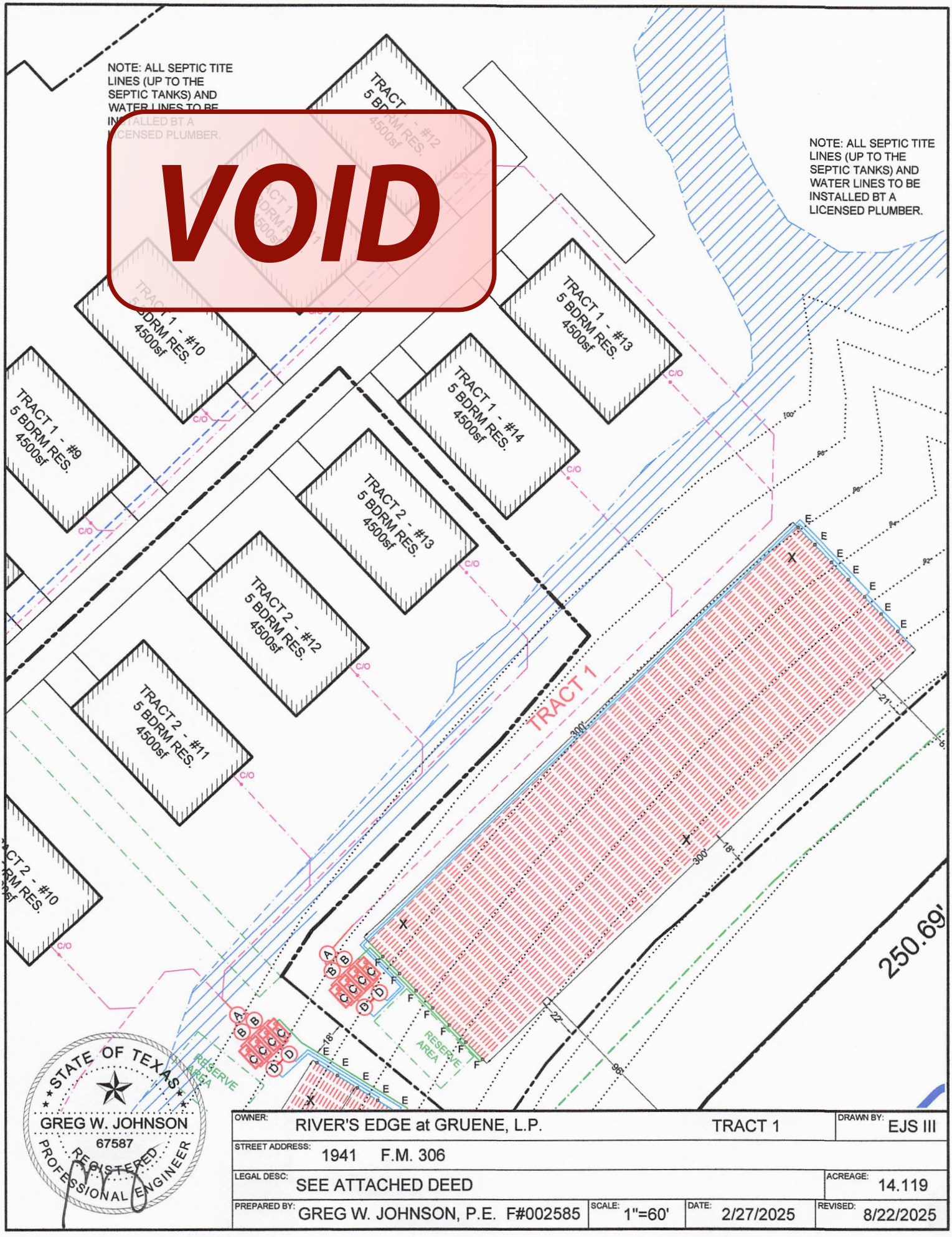
OWNER: RIVER'S EDGE at GRUENE, L.P.	TRACT 1			DRAWN BY: EJS III	
STREET ADDRESS: 1941 F.M. 306					
LEGAL DESC: SEE ATTACHED DEED				ACREAGE: 14.119	
PREPARED BY: GREG W. JOHNSON, P.E. F#002585	SCALE: N.T.S.	DATE: 2/27/2025	REVISED: 8/22/2025		



STATE OF TEXAS
GREG W. JOHNSON
67587
REGISTERED
PROFESSIONAL ENGINEER

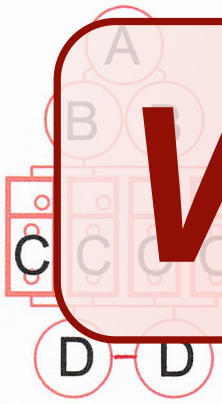
OWNER: RIVER'S EDGE at GRUENE, L.P.		TRACT 1		DRAWN BY: EJS III	
STREET ADDRESS: 1941 F.M. 306					
LEGAL DESC: SEE ATTACHED DEED		UNIT/SECTION/PHASE:	BLOCK:	ACREAGEOT: 14.119	
PREPARED BY: GREG W. JOHNSON, P.E. F#002585	SCALE: N.T.S.	DATE: 2/27/2025		REVISED: 8/22/2025	


VOID
NOTE: ALL SEPTIC TITE LINES (UP TO THE SEPTIC TANKS) AND WATER LINES TO BE INSTALLED BT A LICENSED PLUMBER.
TRACT 1 - 14.119 ACRES (SEE ATTACHED DEED)
NOTE: ALL SEPTIC TITE LINES (UP TO THE SEPTIC TANKS) AND WATER LINES TO BE INSTALLED BT A LICENSED PLUMBER.
TRACT 1 - #1 5 BDRM RES. 4500sf
TRACT 1 - #2 5 BDRM RES. 4500sf
TRACT 1 - #3 5 BDRM RES. 4500sf
TRACT 1 - #4 5 BDRM RES. 4500sf
TRACT 1 - #5 5 BDRM RES. 4500sf
TRACT 1 - #6 5 BDRM RES. 4500sf
TRACT 2 - #8 5 BDRM RES. 4500sf
TRACT 2 - #7 5 BDRM RES.
C/O
STATE OF TEXAS
GREG W. JOHNSON
67587
REGISTERED
PROFESSIONAL ENGINEER
OWNER: RIVER'S EDGE at GRUENE, L.P.
TRACT 1
DRAWN BY: EJS III
STREET ADDRESS: 1941 F.M. 306
LEGAL DESC: SEE ATTACHED DEED
ACREAGE: 14.119
PREPARED BY: GREG W. JOHNSON, P.E. F#002585
SCALE: 1"=60'
DATE: 2/27/2025
REVISED: 8/22/2025



OWNER: RIVER'S EDGE at GRUENE, L.P.	TRACT 1			DRAWN BY: EJS III
STREET ADDRESS: 1941 F.M. 306				
LEGAL DESC: SEE ATTACHED DEED				ACREAGE: 14.119
PREPARED BY: GREG W. JOHNSON, P.E. F#002585		SCALE: 1"=60'	DATE: 2/27/2025	REVISED: 8/22/2025

SEPTIC TANK LAYOUT:



VOID

A = 3000 GAL. TRASH TANK
B = 3000 GAL. EQUALIZATION TANKS
C = 4 - NUWATER -E1500 AEROBIC TREATMENT PLANT
D = 2 - 3000 GAL. PUMP TANK W/DUAL PUMPS
E = CONTROL VALVES
F = CHECK VALVES

TRACT 1	
FOOTAGE / SQUARE FOOTAGE	
ZONES 1 - 7	1800' EACH ZONE = 12,600' OF DRIP
TOTALS	12,600' / 25,200sf

STATE OF TEXAS
GREG W. JOHNSON
67587
REGISTERED PROFESSIONAL ENGINEER

OWNER: RIVER'S EDGE at GRUENE, L.P.	TRACT 1 SPEC SHEET			DRAWN BY: EJS III	
STREET ADDRESS: 1941 F.M. 306					
LEGAL DESC: SEE ATTACHED DEED				ACREAGE: 14.119	
PREPARED BY: GREG W. JOHNSON, P.E. F#002585		SCALE: N.T.S.	DATE: 2/27/2025	REVISED: 8/22/2025	

COMAL COUNTY

ENGINEER'S OFFICE

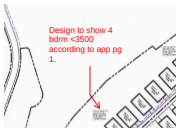
Address: 1941 FM 306

Legal Description: Tract # 1

Dear Property Owner & Agent,
Thank you for your submission. We have reviewed the planning materials for the referenced permit application, and unfortunately, they are insufficient. To proceed with processing this permit, we require the following:

118967.pdf Markup Summary

Callout (1)



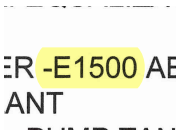
Subject: Callout
Page Label: 16
Author: Efrain Gallegos
Date: 9/18/2025 9:51:00 AM
Status:
Color:
Layer:
Space:

Design to show 4 bdrm <3500 according to app pg 1.

Highlight (2)

Subject: Highlight
Page Label: 10
Author: Efrain Gallegos
Date: 9/18/2025 9:35:27 AM
Status:
Color:
Layer:
Space:

Site description does not match application/design.



Subject: Highlight
Page Label: 19
Author: Efrain Gallegos
Date: 9/18/2025 10:14:14 AM
Status:
Color:
Layer:
Space:

Planning materials show B1500?

95 David Jonas Dr, New Braunfels, Texas 78132
(830) 608-2090

COMAL COUNTY
ENGINEER'S OFFICE

Address: _____

Legal Description: _____

Dear Property Owner & Agent,
Thank you for your submission. We have reviewed the planning materials for the referenced permit application, and unfortunately, they are insufficient. To proceed with processing this permit, we require the following:

Snapshot (1)

Subject: Snapshot
Page Label: 1
Author: Efrain Gallegos
Date: 9/18/2025 11:13:40 AM
Status:
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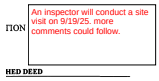
Layer:
Space:

Text Box (3)



Subject: Text Box
Page Label: 8
Author: Efrain Gallegos
Date: 9/18/2025 10:24:43 AM
Status:
Color:
Layer:
Space:

An inspector will conduct a site visit on 9/19/25. more comments could follow.

Subject: Text Box
Page Label: 1
Author: Efrain Gallegos
Date: 9/18/2025 11:06:15 AM
Status:
Color:
Layer:
Space:

RE: 1941 FM 306
Tract # 1.

95 David Jonas Dr, New Braunfels, Texas 78132
(830) 608-2090

COMAL COUNTY
ENGINEER'S OFFICE

Address: _____

Legal Description: _____

Dear Property Owner & Agent,
Thank you for your submission. We have reviewed the planning materials for the referenced permit application, and unfortunately, they are insufficient. To proceed with processing this permit, we require the following:

Subject: Text Box
Page Label: 1
Author: Efrain Gallegos
Date: 9/18/2025 11:06:10 AM
Status:
Color:
Layer:
Space:

TAC
285.3(a)(4)
Special Permit Conditions
for Permit 118967

95 David Jonas Dr, New Braunfels, Texas 78132
(830) 608-2090

RECEIVED
By Kathy Griffin at 10:06 am, Aug 25, 2025

COMAL COUNTY
ENGINEER'S OFFICE

OSSF DEVELOPMENT APPLICATION CHECKLIST

Staff will complete shaded items

		118967
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.

	08/23/2025
Signature of Applicant	Date

___ COMPLETE APPLICATION Check No. _____ Receipt No._____	INCOMPLETE APPLICATION —— (Missing Items Circled, Application Refeused)