



COMAL COUNTY

ENGINEER'S OFFICE

License to Operate On-Site Sewage Treatment and Disposal Facility

Issued This Date: 12/05/2023 Permit Number: 116458

Location Description: 705 ROESSLER WAY
CITY OF BULVERDE, TX 78163

Subdivision: Centennial Ridge
Unit: 4
Lot: 45
Block: 2
Acreage: 5.0000

Type of System: Aerobic
Surface Irrigation

Issued to: Greg and Trudy Scott

This license is authorization for the owner to operate and maintain a private facility at the location described in accordance to the rules and regulations for on-site sewerage facilities of Comal County, Texas, and the Texas Commission on Environmental Quality.

The license grants permission to operate the facility. It does not guarantee successful operation. It is the responsibility of the owner to maintain and operate the facility in a satisfactory manner.

Alterations to this permit including, but not limited to:

- Increase in the square feet of living area
- Increase in the number of bedrooms
- A change of use (i.e. residential to commercial)
- Relocation of system components (including the relocation of spray heads)
- Installation of landscaping
- Adding new structures to the system

may require a new permit. **It is the responsibility of the owner to apply for a new permit, if applicable.**

Inspection and licensing of a facility indicates only that the facility meets certain minimum requirements. It does not impede any governmental entity in taking the proper steps to prevent or control pollution, to abate nuisance, or to protect the public health.

This license to operate is valid for an indefinite period. The holder may transfer it to a succeeding owner, provided the facility has not been remodeled and is functioning properly.

Licensing Authority

Comal County Environmental Health

ENVIRONMENTAL HEALTH INSPECTOR

OS0038255

ENVIRONMENTAL HEALTH COORDINATOR

OS0007722

Comal County Environmental Health OSSF Inspection Sheet

Installer Name: _____

OSSF Installer #: _____

1st Inspection Date: _____

2nd Inspection Date: _____

3rd Inspection Date: _____

Inspector Name: _____

Inspector Name: _____

Inspector Name: _____

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

Inspector Notes:

**Comal County Environmental Health
OSSF Inspection Sheet**

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

**Comal County Environmental Health
OSSF Inspection Sheet**

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

**Comal County Environmental Health
OSSF Inspection Sheet**

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

**Comal County Environmental Health
OSSF Inspection Sheet**

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



COMAL COUNTY

ENGINEER'S OFFICE

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

Permit Number: 116458
Issued This Date: 09/06/2023
This permit is hereby given to: Greg and Trudy Scott

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

705 ROESSLER WAY
CITY OF BULVERDE, TX 78163

Subdivision: Centennial Ridge
Unit: 4
Lot: 45
Block: 2
Acreage: 5.0000

APPROVED MINIMUM SIZES AS PER ATTACHED DESIGN

Type of System: Aerobic
Surface Irrigation

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

Call (830) 608-2090 to schedule inspections.

RECEIVED

By Kathy Griffin at 1:15 pm, Jul 21, 2023



COMAL COUNTY
ENGINEER'S OFFICE

**OSSF DEVELOPMENT APPLICATION
CHECKLIST**

Staff will complete shaded items

		116458
<i>Date Received</i>	<i>Initials</i>	<i>Permit Number</i>

Instructions:

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

OSSF Permit

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

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



Signature of Applicant



Date

___ COMPLETE APPLICATION
Check No. _____ Receipt No. _____

INCOMPLETE APPLICATION — (Missing Items Circled, Application Refeused)

RECEIVED
By Kathy Griffin at 1:15 pm, Jul 21, 2023



COMAL COUNTY
ENGINEERS OFFICE

ON-SITE SEWAGE FACILITY APPLICATION

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

Date 7/12/2023 Permit Number 116458

1. APPLICANT / AGENT INFORMATION

Owner Name Greg Scott and Trudy Scott Agent Name Hayt Seidman
Mailing Address 21319 La Pena Dr. Agent Address _____
City, State, Zip San Antonio TX 78258 City, State, Zip _____
Phone # (830) 377-1710 Phone # 210 917 6603
Email gregscott969@netscape.net Email hayt@landclearshipments.com

2. LOCATION

Subdivision Name Centennial Ridge Unit 4 Lot 45 Block 2
Survey Name / Abstract Number _____ Acreage 5.
Address 705 Roessler Way City Bulverde State TX Zip 78163

3. TYPE OF DEVELOPMENT

Single Family Residential
Type of Construction (House, Mobile, RV, Etc.) House + Casita
Number of Bedrooms House = 3 Casita = 1
Indicate Sq Ft of Living Area House = 3150 Casita = 1500

Non-Single Family Residential
(Planning materials must show adequate land area for doubling the required land needed for treatment units and disposal area)
Type of Facility _____
Offices, Factories, Churches, Schools, Parks, Etc. - Indicate Number Of Occupants _____
Restaurants, Lounges, Theaters - Indicate Number of Seats _____
Hotel, Motel, Hospital, Nursing Home - Indicate Number of Beds _____
Travel Trailer/RV Parks - Indicate Number of Spaces _____
Miscellaneous _____

Estimated Cost of Construction: \$ 870K 300K (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

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 [Signature] Date 7/12/2023



Planning Materials & Site Evaluation as Required Completed By Hoyt Seidensticker

System Description Aerobic with Spray distribution

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

Tank Size(s) (Gallons) 840 GPD ATU Absorption/Application Area (Sq Ft) 7693

Gallons Per Day (As Per TCEQ Table III) 480

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

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

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

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

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

If there is no existing WPAP, does the proposed development activity require a TCEQ approved WPAP? Yes No

(If yes, the R.S. or P.E. shall certify that the OSSF design will comply with all provisions of the proposed WPAP. A Permit to Construct will not be issued for the proposed OSSF until the proposed WPAP has been approved by the appropriate regional office.)

Is the property located over the Edwards Contributing Zone? Yes No

Is there an existing TCEQ approval CZP for the property? Yes No

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

If there is no existing CZP, does the proposed development activity require a TCEQ approved CZP? Yes No

(If yes, the R.S. or P.E. shall certify that the OSSF design will comply with all provisions of the proposed CZP. A Permit to Construct will not be issued for the proposed OSSF until the CZP has been approved by the appropriate regional office.)

Is this property within an incorporated city? Yes No

If yes, indicate the city: Bulverde

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 Hoyt Seidensticker Date 5-29-23

1/08



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THE COUNTY OF COMAL
STATE OF TEXAS

AFFIDAVIT

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

I

The Texas Health and Safety Code, Chapter 366 authorizes the Texas Commission on Environmental Quality (TCEQ) to regulate on-site sewage facilities (OSSFs). Additionally, the Texas Water Code (TWC), §5.012 and §5.013, 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 owners to provide notice to the public that certain types of OSSFs are located on specific pieces of property. To achieve this notice, the commission requires a recorded affidavit. Additionally, the owner must provide proof of the recording to the OSSF permitting authority. This recorded affidavit is not a representation or warranty by the commission of the suitability of this OSSF, nor does it constitute any guarantee by the commission that the appropriate OSSF was installed.

II

An OSSF requiring a maintenance contract, according to 30 Texas Administrative Code §285.91(12) will be installed on the property described as (insert legal description): 705 Roessler Way, Bolander, TX 78163

Lot 45, Block 2, Centennial Rdy 4

The property is owned by (owner as per deed) Greg Scott

This OSSF shall be covered by a continuous service policy 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 may be obtained from (insert name of permitting authority).

WITNESS BY HAND(S) ON THIS 12 DAY OF July, 2023

[Signature]
Owner(s) signature(s)

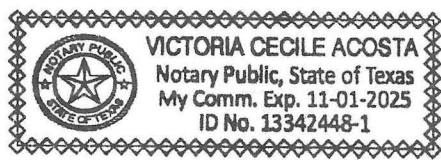
Greg Scott
Owner (s) Printed Name(s)

Owner(s) signature(s)

Owner (s) Printed Name(s)

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS 12th DAY OF July, 2023.

[Signature]
Notary Public Signature



Filed and Recorded
Official Public Records
Bobbie Koepf, County Clerk
Comal County, Texas
07/19/2023 10:33:57 AM
LAURA 1 Page(s)
202306022920

[Signature]
Bobbie Koepf



MJ Central Texas Septic, LLC - DBA MJ SEPTIC

1328 W Borgfeld Drive
San Antonio, Texas 78260
(210) 875-3625

mjseptic@mjseptic.com (email)
www.mjseptic.com (website)

Residential Aerobic Maintenance Contract
Licensed by T.C.E.Q. Michael J. Long, MP 0001294

The Texas Commission on Environmental Quality (TCEQ) requires all ATU's to be checked and maintained every four months for the life of the unit (*some permitting authorities may stipulate this requirement, after the first two years after installation; call your county to inquire*). Upon expiration of this contract, MJ Septic will offer a continuation of your maintenance contract to cover labor and routine maintenance/reports. Lab testing, if required, for coliform, TSS, BOD etc. are NOT included in this policy and applicable fees are the owner's responsibility. MJ Septic will inspect and service your ATU once every 4 months for the duration of your contract. For new installations, the effective date of this maintenance contract shall be the date the LTO (license to operate) is issued, required by state guidelines dated June 13, 2001.

MJ Septic will address all major concerns/complaints (excluding weekends & holidays) within 72 hours from the initial point of contact with the homeowner(s). Please note our business hours are Monday - Friday 8am to 5pm

- **INSPECTIONS:** An inspection every four months (three times annually) which includes inspecting/servicing the mechanical, electrical, and other applicable components to ensure proper function. The annual fee does not include any parts, cleaning/pumping, chlorine/bleach (tablets or liquid), additional service calls or additional testing that may be required by any regulating authority. If for any reason, we are unable to obtain access to your property or system to perform a service check, you may be charged a **\$75 service call for re-scheduling**. It is very important that we always have full access to your system, including all gate codes, combination locks etc. to inspect your system.
- **SERVICE CALLS:** If a service call is required by the homeowner/renter between regular inspections, a **service call fee of \$75 (not including parts and/or cleaning/pumping) will be assessed**. We may waive this fee or credit it towards the cost of a repair approved onsite at our discretion. These calls include but are not limited to the following: red light alarms, high water alarms, chlorinator checks, disconnected airlines, timer adjustments, spray head adjustments and system power failure.
- **REPAIRS:** If repairs or replacement of parts are needed during routine inspection, we will attempt to contact the homeowner for approval to make onsite repairs. If we are unable to repair/replace parts onsite, the client will be notified via email and/or USPS that repairs/replacement of parts is needed. All MAJOR part replacements come with a 2-year warranty (see notes below). **There will be a \$75 warranty credit fee assessed on all parts. Warranted items will only be honored when a valid maintenance contract is in effect with MJ Septic. If the contract has a lapse in time, ALL WARRANTED items are VOIDED.**
For ATU's under initial installation warranty (2 years from initial installation date) if warranted items are required to be replaced within 30 days of installation, part will be replaced with no fees, **after 30 days there will be a \$75 warranty credit fee assessed on all parts. Warranted items will only be honored when a valid maintenance contract is in place with MJ Septic.**
- **CLEANING/PUMPING:** The cost for cleaning/pumping of your ATU is not included in your maintenance contract. We always recommend pumping between 10-12" of sludge in the pump tank. We determine this by gathering 3-4 different readings out of your pump tank with a sludge judge. A few other factors that *may* determine pumping is necessary, even if sludge in the pump tank is less than 10-12". ***A typical/average household will need to have their system pumped every 2-5 years; this all depends on usage and will vary per household***



MJ Central Texas Septic, LLC - DBA MJ SEPTIC

1328 W Borgfeld Drive
San Antonio, Texas 78260
(210) 875-3625

mjseptic@mjseptic.com (email)
www.mjseptic.com (website)

Residential Aerobic Maintenance Contract
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- **CHLORINE SUPPLY:** *The property owner is responsible for maintaining their own chlorine supply.* TCEQ regulation requires proper chlorination. For liquid chlorinators, homeowners are to add 2-3 gallons of 6-10% Sodium Hypochlorite (Household Bleach) per month. Chlorine consumption will vary depending on water usage. For tablet chlorinators, homeowners can purchase Calcium Hypochlorite tablets at a local Home Depot or Lowe's. **DO NOT USE POOL TABLETS** (this can cause a dangerous volatile chemical reaction).
- **TRANSFER OF MAINTENANCE CONTRACT/PROPERTY OWNERSHIP:** The fee of this maintenance contract is non-refundable, however is fully transferable to the new owner(s). If this policy is sold within the contract period, the signing party is responsible for all repairs unless the new homeowner(s) information is provided before repairs are made and the transfer contract is signed (by the new homeowner) and returned to us. The new homeowner(s) will be emailed a copy of the powerpoint orientation, if it was an MJ Septic installation, once the signed contract is received on file with our office.
RENTAL HOMES: The PROPERTY OWNER is responsible for all fees associated with this contract. The property owner is responsible for ensuring all tenants are informed on proper usage of the system.
- **ALTERATIONS/MODIFICATIONS TO THE SYSTEM:** Do not allow alteration to any part of the system or sprinkler head locations. Alterations will put the system out of county/code compliance and may cause the property owner additional expense to bring the system back into compliance. Any use of another company to make repairs to the system will void any warranties and be considered as a breach of this maintenance contract. If a client chooses to purchase and use their own parts, MJ Septic will not install nor work on these parts. Adding pools, decks, sport courts, outdoor kitchens, sheds, landscaping features, etc. without proper septic design and county permitting is not acceptable. You must have a septic designer redesign your septic system and have permitting authority's approval prior to any additions being made. MJ Septic is not liable for any fines you may incur from illegal modifications.
- **WARRANTY VIOLATIONS:** Violations of the warranty include but are not limited to the following: turning off your system at any time; disconnecting the alarm; restricting airflow to the air compressor; overloading the system above its daily rated capacity; introducing excessive amounts of harmful matter (including harsh chemicals, cleaners, antibiotics, etc.) into the system, or any other harmful usage of your OSSF/ATU; refusing to clean/pump out septic when recommended and/or replacing necessary parts as needed; necessary treatment of ants. Homeowners must keep grass, weeds, and plants trimmed and clear of tank access points, control panel, air compressor, etc. Moving sprinkler lines without proper documentation, etc. Building over septic tanks, lids, etc. Adding pools, decks, sport courts, outdoor kitchens, sheds, etc. without proper septic design and county permitting is not acceptable. You must have a septic designer redesign your septic system and have permitting authority's approval prior to any additions being made. MJ Septic is not liable for any fines you may incur from illegal modifications.



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Residential Aerobic Maintenance Contract
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TERMS OF PAYMENT: Payment is due in full for the maintenance contract at time of signing. A credit card will be required at time of booking any service for parts, repairs, cleaning/pumping, service calls, red lights, etc. unless otherwise specifically noted. MJ will not perform any repairs or pumping unless we have a credit card on file. MJ Septic no longer accepts payment onsite, whether it be a check or credit card and we no longer offer billing/invoicing for future payments; this is a strict office policy, no exceptions.

1 YEAR	2 YEAR	3 YEAR	2 YEAR INITIAL	Additional Information
\$285	\$530	\$675	Included ✓ with Installation	Homeowner(s) are NOT required to be present at inspections. Please note, clients will receive an emailed notice 5-7 business days prior to your scheduled inspection, this is your only notification we will send. A door hanger will be left if no one is home. Inspection reports are emailed/mailed within a few business days to the email/mailling address of record, please check your spam folder. If you have not received it after 72 hours please email or call our office.

- **MAINTENANCE TIPS/SEPTIC GUIDE:** Please retain the attached Maintenance Tips/Septic Guide for future reference. Please note our business hours are Monday - Friday 8am to 5pm, should you have an emergency during non-business hours, please look this over and follow the necessary steps until you can reach us during normal business hours!
- If you are unable to reach us during business hours, you can leave a voicemail or send an email (we attempt to respond to emails during weekends and holidays as best as we can!)

Acceptance of Maintenance Contract: The above prices, specifications, and conditions are satisfactory and are hereby accepted. MJ Septic is authorized to enter property to perform routine maintenance inspections as agreed. I have read and agreed to the maintenance contract guidelines stated above and have also read and agreed to comply with the Maintenance Tips/Septic Guide. MJ Septic reserves the right to make amendments to this document at any time and the homeowner will be responsible for signing an updated version for office and county records.

Please note, clients will receive an emailed notice 5-7 business days prior to your scheduled inspection, this is your only notification we will send. (MJ Septic will assess a \$75 re inspection/missed inspection fee if we are not granted access to complete your inspection on the date assigned, aggressive dogs, etc)

Property Address: 705 Roessler Way

Client Name: Greg Scott Contract Start and End Date: LTO Date

Total Fee Paid: Paid with installation Permitting Authority: _____ Subdivision Gate Code: # 9494

Property Gate Code: N/A Special Access Instructions: N/A

Subdivision: Centennial Ridge Number in Household: 4 Aggressive Dogs: none

Email Address: gregscott4969@netscape.net Email Address: _____

Cell Phone: (830) 377-1719 Cell Phone: _____ Home Phone: _____


Client Approval Signature: [Signature] Date of Client Acceptance: 7/12/2023

MJ Central Texas Septic, LLC Authorized Signature: Stephanie Perez Date of MJ Approval: _____

Doc ID: 5eb667d1603d16a7301ad3d69ec67919af04fb6d

DEPARTMENT OF HOMELAND SECURITY
Federal Emergency Management Agency
STANDARD FLOOD HAZARD DETERMINATION FORM (SFHDF)

OMB Control No. 1660-0040
Expires: 09-30-2023

SECTION I - LOAN INFORMATION				
1. LENDER/SERVICER NAME AND ADDRESS Customer Number 1000157889 Address FIRST UNITED BANK MORTGAGE 2805 DALLAS PKWY STE 525 PLANO, TX 75093-8733 Delivery Method: FDR-COM - WEB		2. COLLATERAL DESCRIPTION (Building/Mobile Home/Property) (See instructions for more information.) Borrower: SCOTT, GREGORY A Determination Address: 705 ROESSLER WAY BULVERDE, TX 78163-3320 COMAL COUNTY APN/Tax ID: _____ Lot: _____ Block: _____ S/D: _____ Phase: _____ Section: _____ Township: _____ Range: _____		
3. LENDER/SERVICER ID # 04239	4. LOAN IDENTIFIER 7003395524	5. AMOUNT OF FLOOD INSURANCE REQUIRED		
SECTION II				
A. NATIONAL FLOOD INSURANCE PROGRAM (NFIP) COMMUNITY JURISDICTION				
1. NFIP Community Name COMAL COUNTY*	2. County(ies) Unincorporated Areas	3. State TX	4. NFIP Community Number 485463	
B. NATIONAL FLOOD INSURANCE PROGRAM (NFIP) DATA AFFECTING BUILDING/MOBILE HOME				
1. NFIP Map Number or Community-Panel Number (Community name, if not the same as "A") 48091C0215F	2. NFIP Map Panel Effective / Revised Date September 02, 2009	3. Is there a Letter of Map Change (LOMC)? <input checked="" type="radio"/> NO <input type="radio"/> YES (If yes, and LOMC date/no. is available, enter date and case no. below.) Date: _____ Case No: _____		
4. Flood Zone X	5. No NFIP Map <input type="checkbox"/>			
C. FEDERAL FLOOD INSURANCE AVAILABILITY (Check all that apply.)				
1. <input checked="" type="checkbox"/> Federal Flood Insurance is available (community participates in the NFIP). <input checked="" type="checkbox"/> Regular Program <input type="checkbox"/> Emergency Program of NFIP				
2. <input type="checkbox"/> Federal Flood Insurance is not available (community does not participate in the NFIP).				
3. <input type="checkbox"/> Building/Mobile Home is in a Coastal Barrier Resources Area (CBRA) or Otherwise Protected Area (OPA). Federal Flood Insurance may not be available. CBRA/OPA Designation Date: _____				
D. DETERMINATION				
IS BUILDING/MOBILE HOME IN SPECIAL FLOOD HAZARD AREA (ZONES CONTAINING THE LETTERS "A" OR "V")? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If yes, flood insurance is required by the Flood Disaster Protection Act of 1973. If no, flood insurance is not required by the Flood Disaster Protection Act of 1973. Please note, the risk of flooding in this area is only reduced, not removed.				
This determination is based on examining the NFIP map, any Federal Emergency Management Agency revisions to it, and any other information needed to locate the building /mobile home on the NFIP map.				
E. COMMENTS (Optional)		HMDA Information		
RECHECK REVISED 3/9/2023 PER SITE PLAN: CENTENNIAL RIDGE 4, BLOCK 2, LOT 45		State: 48 County: 091 MSA/MD: 41700 CT: 3107.06 48091310706		
LIFE OF LOAN DETERMINATION				
This flood determination is provided solely for the use and benefit of the entity named in Section 1, Box 1 in order to comply with the 1994 Reform Act and may not be used or relied upon by any other entity or individual for any purpose, including, but not limited to, deciding whether to purchase a property or determining the value of a property.				
F. PREPARER'S INFORMATION				
NAME, ADDRESS, TELEPHONE NUMBER (If other than Lender)  ServiceLink National Flood 500 E. Border St Third Floor Arlington, TX 76010 Phone: 1.800.833.6347 Fax: 1.800.662.6347			DATE OF DETERMINATION February 06, 2023 ORDER NUMBER 1434693044	

ON-SITE SEWAGE FACILITY Soil Evaluation Report Information

Date Soil Survey Performed: 3/15/2023

Site Location: 705 Roessler Way

Name of Site Evaluator: Hoyt Seidensticker Registration Number: OS0008771

Proposed Excavation Depth: n/a County: Comal

Requirements:

At least two soil excavations must be performed on the site, at opposite ends of the proposed disposal area.
Location of soil boring or dug pits must be shown on the site drawing.
For subsurface disposal, soil evaluation 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 feature on the form. Indicate depths where features appear.

Soil Boring Number <u>1</u>						
Depth (feet)	Texture Class	Soil Structure	Gravel Analysis	Drainage (Redox Features/ Water Table)	Restrictive Horizon	Observations (color, consistence)
0	III	clay loam rock	<30%	None	yes, rock	Brown
1 <u>12 in</u>						
2						
3						
4						
5						

Soil Boring Number <u>2</u>						
Depth (feet)	Texture Class	Soil Structure	Gravel Analysis	Drainage (Redox Features/ Water Table)	Restrictive Horizon	Observations (color, consistence)
0	III	clay loam rock	<30%	None	yes, rock	Brown
1 <u>12 in</u>						
2						
3						
4						
5						

Features of Site Area

- Presence of 100 year flood zone Yes ___ No x
- Presence of adjacent ponds, streams, water improvements Yes ___ No x
- Existing or proposed water well in nearby area Yes x No ___
- Organized sewage service available to lot or tract Yes ___ No x
- Recharge feature within 150 feet Yes ___ No x

By my signature, I hereby certify that the information provided in this report is based on my site observations and are accurate to the best of my ability.

I understand that any misrepresentation of the information contained in this report may be grounds to revoke or suspend my license. The site evaluation determined the site is suitable for a Spray distribution disposal system with Aerobic treatment

According to table XIII, the site is suitable for this proposed system. A copy of Table XIII has been given to the property owner to inform them of other alternatives based upon the result of this site evaluation

Hoyt Seidensticker
Signature of Site Evaluator

7-13-23
Date

ON-SITE SEWAGE FACILITY
Site Evaluation Report Information

Date: 5/23/2023

Applicant Information:

Name: Gregory and Trudy Scott

Address: 21319 LA Pena Drive

City: SA State: Texas Zip: 78258

Phone: _____

Property Location:

Lot: 45 Block 2

Sub.: Centennial Ridge 4

Street/Road Address: 705 Roessler Way

City: Bulverde State: Texas Zip: 78163

Unincorporated Area? Y or N y

Additional information _____

Site Evaluator Information:

Name: Hoyt Seidensticker

License OS0008771 Expires 8/31/2023

Company: Land Stewardship Services, LLC

Address: 124 Bristow Way

City: Boerne State: Texas Zip: 78006

Phone: (210) 414-6603

Email hoyt@landstewardshipservices.com

Installer information:

Name: Michael Long

License OS0023596

Company: MJ Central Texas Septic

Address: 27552 Old Blanco Road

City: SA State: Texas Zip: 78260

Phone: (210) 875-3625 Fax: _____

Schematic of Lot or Tract

Show:

Compass North, adjacent streets, property lines, property lines, property dimensions, location of buildings, easements, water lines, and other surface improvements where known (drainage, patios, sidewalks).

Location of existing or proposed water wells within 150 feet of property.

Indicate slope or show contour lines from the structure to the farthest location of the proposed soil absorption or irrigation area.

Location of soil borings or dug pits (show location with respect to a known reference point).

Location of natural, constructed, or proposed drainage ways, (streams, ponds, lakes, rivers, high tide of salt water bodies) water impoundments areas, cut or fill bank, sharp slopes and breaks.

SITE DRAWING

Lot Size: _____ acres

SEE ATTACHED

Signature of Site Evaluator

Hoyt Seidensticker

Site Evaluator License No: OS0008771

8/30/2023
10:27 AM
Aerobic with Spray
Distribution System

ON-SITE SEWAGE

DESIGN CRITERIA

Gregory And Trudy Scott

RECEIVED

By Brandon Olvera at 8:17 am, Sep 06, 2023

Property Information:

St. Address: 705 Roessler Way
City: Bulverde State: Texas
Zip code: 78163

Predicted Quantity of Sewage (Q)

Water Saving Devises in Home (y/n): yes
Gallons/day (Q): 480
Greywater included (yes/no): yes

Rate of Adsorption (Ra)

Application rate (g/sq. ft): 0.064
Minimum Adsorptive Area (sq. ft.): 7500

Aerobic Unit

Required size of aerobic unit: 720 gpd
Pretreatment Tank (gallons): 431
Class 1 Aerobic Unit: Aeris Model D840
Pump tank total capacity (gal): 858.7
Chlorination: Liquid installed in Tank
Pump Switch operation: Float system
Dosing cycle quantity (gals): Varied
Cycling time: night time
Pump size and capacity: Schaefer E-Series 20 GPM

House Information

No. of Bedrooms: 1 3
Sq. footage (Approx.): <1500 3150
gallons per day 180 300
Water Supply: well

Supply Line from House

Length of supply line (approx. ft): 42
Type of supply line: SCH 40 PVC
Size of Supply line (in): 3 or 4

Supply Line For Spray Irrigation System

Length of supply line (approx. ft): 128
Type of supply line: SCH 40 PVC
Size of supply line (in): 1

Disposal Area per this System

$\pi (35)^2 = 3846.5$
 $\pi (35)^2 = 3846.5$
0
Total irrigated area (sq. ft.): 7693

All design criteria is in accordance with TCEQ, Title 30, TAC Chapter 285, Subchapter D, On-Site Sewage Facilities (Effective December 29, 2016). The above design was based on the best available information and should function properly under normal operating conditions.

All changes or modifications made to design must be approved by the below signed designer.

Hoyt Seidensticker

Hoyt Seidensticker, R.S. No. 3588

Land Stewardship Services, LLC, 124 Bristow Way, Boerne, Texas 78006

Cell (210) 414-6603,

hoyt@landstewardshipservices.com

8-30-23

Date



Effective Immediately: If any change(s) are made that require a revision to this design, a \$150.00 fee will be assessed. This includes, but not limited to, change(s) in the house size, number of bedrooms, location of house or one type of system to another.

8/30/2023

10:27 AM

Aerobic with Spray
Distribution System

ON-SITE SEWAGE

DESIGN CRITERIA

Gregory And Trudy Scott

RECEIVED

By Brandon Olvera at 8:17 am, Sep 06, 2023

Head Pressure

Elevation Head:	<u>4</u>
Pressure Head:	<u>92</u>
Friction Head:	<u>5.12</u>
Total head:	<u>101.1</u>

Sprinkler Head Information

K-Rain sprinkler head PROPLUS, low angle nozzle	
No. 3 @40psi	GPM: <u>3.1</u>
Number of sprinkler heads:	<u>2</u>
Gallons per minute:	<u>6.2</u>

A class 1 aerobic wastewater treatment unit, chlorination and spray distribution system will be designed for this location. Wastewater from the residence will flow to a pretreatment/trash tank, then to the treatment unit. Treated effluent will be disinfected by a Econo-Chlor 200-1500 Unit in the pump tank, before being disposed of through above ground sprinkler heads. All warning systems shall be installed with the aerobic unit

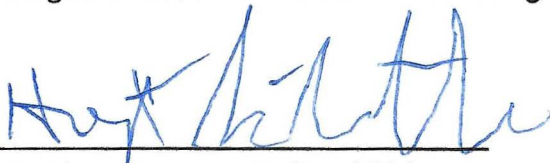
Land acceptable for surface application shall have a flat terrain (with less than or equal to 15% slope). Sloped land (with greater than 15% slope) may be acceptable if it is properly landscaped and terraced to minimize runoff. There shall be nothing in the surface application area within ten feet of the sprinkler which would interfere with the uniform application of the effluent.

Areas that rock is exposed must be covered with a suitable amount of material acceptable to the inspecting authority. Areas that are bare or have been disturbed must be seeded or sodded with a mixture of rye and bermuda grasses or other grass species prior to system operation.

A maintenance contract for the entire system must be established at time of installation with someone holding a license to maintain the installed aerobic system.

At every inspection a Total Chlorine Residual test must be conducted on the effluent in the pump tank and must be a minimum acceptable level of .1 mg/l residual.

All design criteria is in accordance with TCEQ, Title 30, TAC Chapter 285, Subchapter D, On-Site Sewage Facilities (Effective December 29, 2016). The above design was based on the best available information and should function properly under normal operating conditions. All changes or modifications made to design must be approved by the below signed designer.



Hoyt Seidensticker, R.S. No. 3588

8-30-23

Date

Land Stewardship Services, LLC, 124 Bristow Way, Boerne, Texas 78006

Cell (210) 414-6603,

hoyt@landstewardshipservices.com



Site Map

Aerobic with Spray Distribution System

Gregory and Trudy Scott

Lot 45, blk 2,

Centennial Ridge, Texas 4

705 Roessler Way

Bulverde, Texas 78163

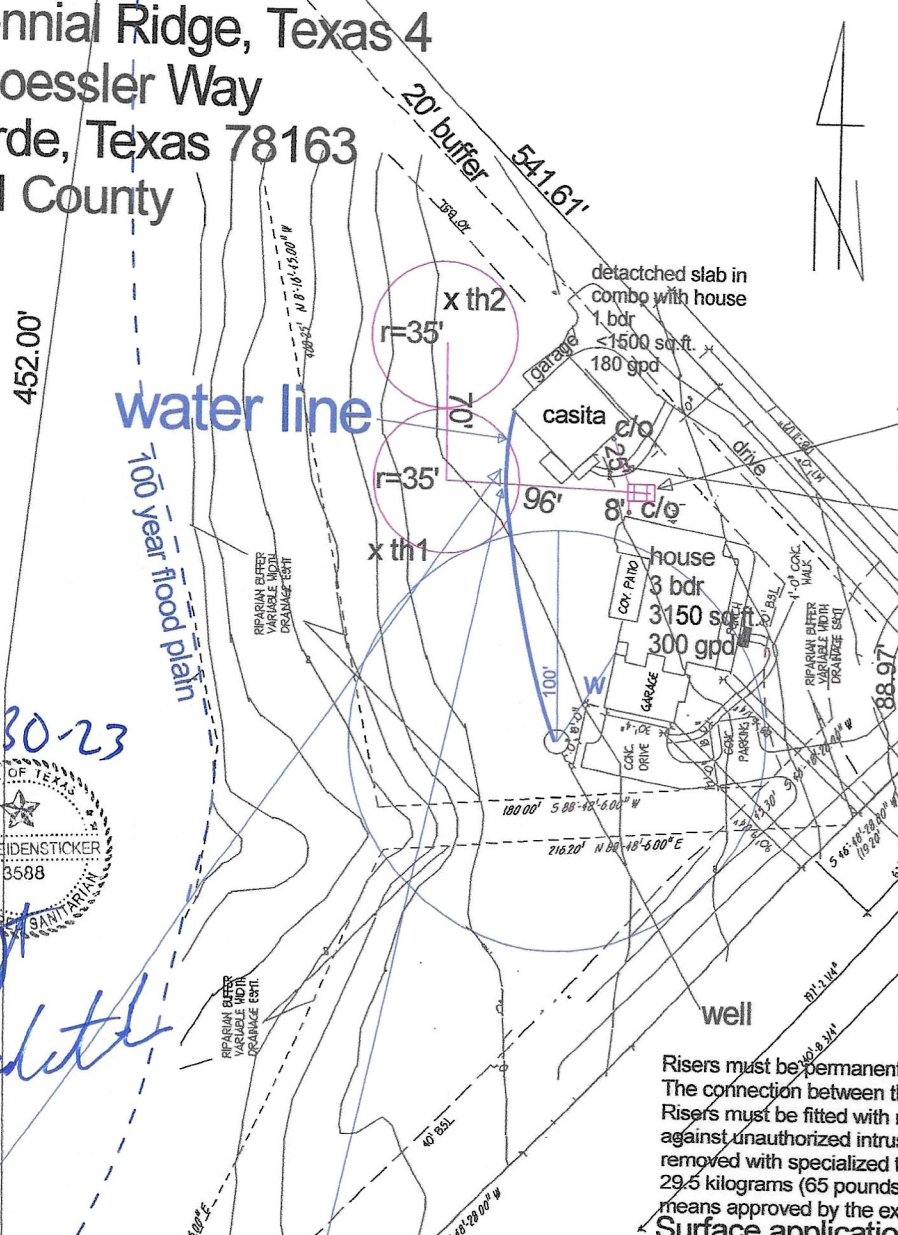
Comal County

RECEIVED

By Brandon Olvera at 4:18 pm, Dec 04, 2023

Scale 1" = 90'

Permit 116458



Aeris D840, 840 gpd Aerobic Unit with a Chlorination Station 200-1500

Where sewer line crosses driveway or sidewalk the sewer line must be either sleeved in a minimum of sch 40 pvc or installed sch 80 pvc.

Roessler Way

location of sprinkler heads may be adjusted in field to avoid obstacles

100 yr flood plain does exist on this tract

Risers must be permanently fastened to the tank lid or cast into the tank. The connection between the riser and the tank lid must be watertight. Risers must be fitted with removable watertight caps and protected against unauthorized intrusions by either a padlock, a cover that can be removed with specialized tools, a cover having a minimum net weight of 29.5 kilograms (65 pounds) set into a recess of the tank lid, or any other means approved by the executive director.

Surface application should be done between the hours of 12:00 midnight and 5:00 a.m.

All external electrical lines must be in gray conduit. There shall be nothing in the surface application area within ten feet of the sprinkler which would interfere with the uniform application of the effluent. Areas that rock is exposed must be covered with a suitable amount of material. Areas that are bare or have been disturbed must be seeded or sodded with a mixture of rye and bermuda grasses or other grass species prior to system operation.

Land acceptable for surface application shall have a flat terrain (less than to equal to 15% slope). Sloped land (with greater than 15% slope) may be acceptable if it is properly landscaped and terraced to minimize runoff.

Where water line crosses the spray area, water line must be sleeved in a minimum of sch 40 pvc, the entire distance where the water line runs under the spray area and until the water line is 10' past the edge of the spray area on either side and I certify that this meets the requirements of TAC Chapter 290, Subchapter D rules for Public Drinking Water Systems, Rule 290.44

Where water line crosses sewer line, water line must be sleeved in a minimum of sch 40 pvc, 10 feet on either side of the intersection and must maintain a 1' separation distance at the intersection and I certify that this meets the requirements of TAC Chapter 290, Subchapter D rules for Public Drinking Water Systems, Rule 290.44

11-30-23



Hoyt Seidensticker

Bryan W. Shaw, Ph.D., P.E., *Chairman*
Toby Baker, *Commissioner*
Zak Covar, *Commissioner*
Richard A. Hyde, P.E., *Executive Director*



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

June 20, 2014

Messrs. Tommy, Matt and Clint Dulworth
Acris Aerobics
5021 SE McKinney
Rice, TX 75155

RE: Approval of Acris Aerobics Models D-500-500 PT, D-500-750 PT, D-600-500 PT, D-600-750 PT, D-750, D-840, D-890, D-1100, D-1250, D-1500

Gentlemen,

We have completed our review of the above referenced aerobic treatment units. The above referenced models are approved for use in Texas.

The treatment capacity (in gallons per day) of each unit is shown as the first three digits in the model number listed above. All of the listed units are provided with a pretreatment chamber and a pump chamber.

Pump chamber capacity (in gallons) precedes the PT suffix where shown. Where the PT suffix is not used pump chambers are roughly 760, 900, 850, 1160, 1250 and 1544 gallons capacity in order of the model listing shown above. Please note that while the pump chamber is not considered in the ANSI Standard 40 review, the pump chamber is subject to the requirements shown in 30 TAC 285.34(b).

Also, a separate pretreatment tank will not be required for any of the listed units.

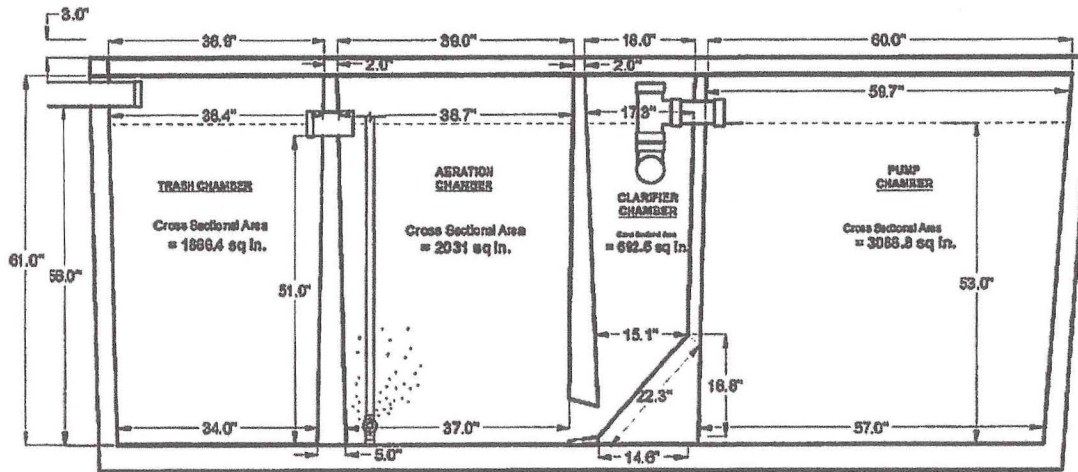
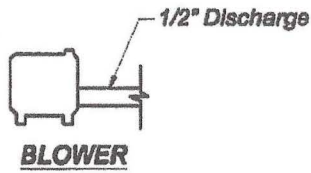
This letter will serve as proof of approval until your aerobic treatment units are listed on our web site. We request that you review the website listings of your products and advise us of any errors in the listings or company contact information.

If you have any questions concerning our review, please contact me by telephone at (512) 239-2150, by e-mail at mike.price@teeq.texas.gov or by facsimile at (512) 239-6390. When responding by mail please use mail code MC-235.

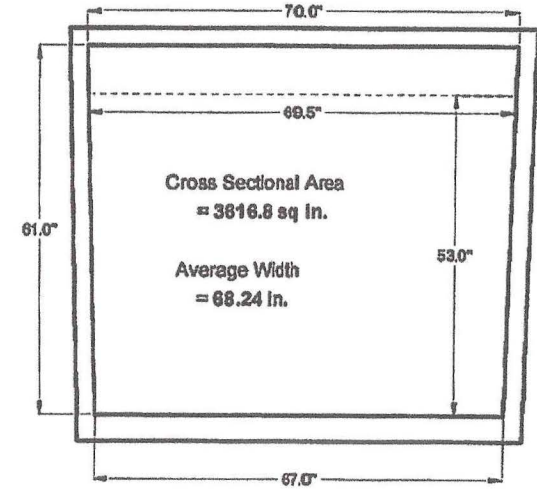
Sincerely,

A handwritten signature in blue ink, appearing to read "Michael Price".

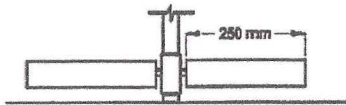
Michael Price
On-Site Wastewater Program



SIDE SECTION VIEW
 SCALE: 1" = 3/8"



END SECTION VIEW
 SCALE: 1" = 3/8"



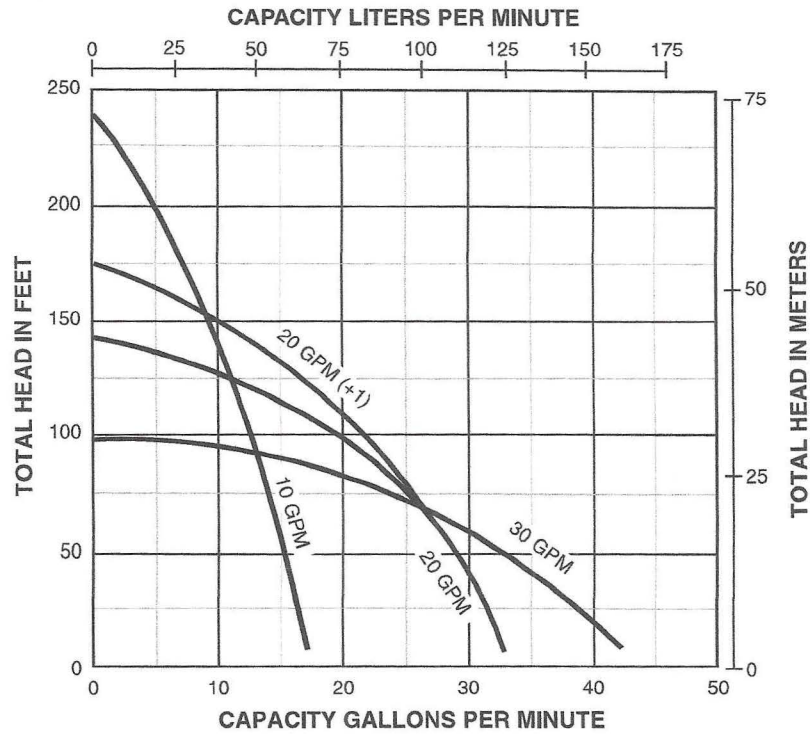
Diffuser Detail
 2 - 250 mm
 Max flow per diffuser
 = 55 liters/minute

<p>Title: Model D840 840 gallon per day Aerobic Treatment Unit</p>	<p>Company Name: Aeris Aerobics</p>	<p>Date: 3-1-2014</p>
---	--	------------------------------



4" multi-stage submersible pump

PUMP PERFORMANCE



PUMP PERFORMANCE (Capacity in Gallons per Minute)

Pump Model	Flow Rate (GPM)	PSI											
		0	10	20	30	40	50	60	70	80	90	100	110
10DOM05221	10			15.0	13.7	12.7	11.5	10.2	8.4	6.5	4.3	1.0	
10DOM05121	10			15.0	13.7	12.7	11.5	10.2	8.4	6.5	4.3	1.0	
20DOM05221	20			30.0	26.0	21.5	14.2	4.4					
20DOM05121	20			30.0	26.0	21.5	14.2	4.4					
30DOM05221	30		38.5	33.3	25.8	16							
30DOM05121	30		38.5	33.3	25.8	16							
20DOM05221+1	20 + 1			30	27.5	24	20	13.5	6				
20DOM05121+1	20 + 1			30	27.5	24	20	13.5	6				

PUMP PERFORMANCE (Capacity in Liters per Minute)

Pump Model	Flow Rate (LPM)	Bar											
		0	.69	1.38	2.07	2.76	3.45	4.13	4.82	5.51	6.20	6.89	7.58
10DOM05221	37.85		56.8	51.9	48.1	43.5	38.6	31.8	24.6	16.3	3.8		
10DOM05121	37.85		56.8	51.9	48.1	43.5	38.6	31.8	24.6	16.3	3.8		
20DOM05221	75.7		113.6	98.4	81.4	53.7	16.7						
20DOM05121	75.7		113.6	98.4	81.4	53.7	16.7						
30DOM05221	113.55	145.7	126.0	97.7	60.6								
30DOM05121	113.55	145.7	126.0	97.7	60.6								
20DOM05221+1	75.7 + 1			113.4	103.9	90.7	75.6	51.0	22.6				
20DOM05121+1	75.7 + 1			113.4	103.9	90.7	75.6	51.0	22.6				

PROPLUS™

The **PROPLUS™** adjustable arc and full-circle gear driven rotor comes standard with nine numerically coded interchangeable nozzles. Excellent nozzle performance delivers an exceptional fall out pattern. In independent testing by C.I.T., the **PROPLUS™** delivered up to 90% uniform coverage.

Also Available: 12" High Pop, Shrub Head and Reclaimed Water models.

Tough, proven and advanced, the **PROPLUS™** is the leader in it's class. Set it and forget it. Arc Memory Clutch returns the rotor to its preset position. Technology works for you.

MODELS

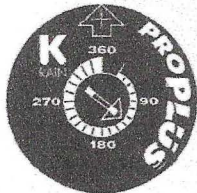
- 11003 ProPlus
- 11003-HP ProPlus 12" High Pop
- 11003-SH ProPlus Shrub Head

OTHER OPTIONS: ADD TO PART NUMBER

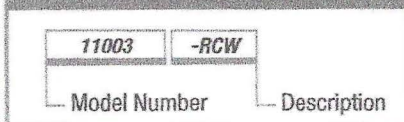
- CV Check Valve
- LA Low Angle Nozzle
- NN No Nozzle
- RCW ProPlus for Reclaimed Water w/Low Angle Nozzle

EASY ARC SETTING

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



HOW TO SPECIFY



K-Rain Manufacturing Corp.
1640 Australian Avenue
Riviera Beach, FL 33404 USA
+1 561 844-1002
FAX: +1 561 842-9493
1.800.735.7246 | www.krain.com

SPECIFICATIONS

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

PERFORMANCE DATA

PERFORMANCE				METRIC					
NOZZLES	PRESSURE PSI	RADIUS FT.	FLOW GPM	NOZZLES	PRESSURE MPA	RADIUS METERS	FLOW M3/H		
#0.5	30	28'	.5	#0.5	206	2.0	8.5	1.89	.11
	40	29'	.6		275	3.0	8.8	2.27	.14
	50	29'	.7		345	3.5	8.8	2.65	.16
	60	30'	.8		413	4.0	9.1	3.03	.18
#0.75	30	29'	.7	#0.75	206	2.0	8.8	2.65	.16
	40	30'	.8		275	3.0	9.1	3.03	.18
	50	31'	.9		345	3.5	9.4	3.41	.20
	60	32'	1.0		413	4.0	9.8	3.79	.23
#1	30	32'	1.3	#1	206	2.0	9.8	4.92	.30
	40	33'	1.5		275	3.0	10.1	5.68	.34
	50	34'	1.6		345	3.5	10.4	6.05	.36
	60	35'	1.8		413	4.0	10.7	6.81	.41
#2	30	37'	2.4	#2	206	2.0	11.3	9.08	.54
	40	40'	2.5		275	3.0	12.2	9.46	.56
	50	42'	3.0		345	3.5	12.8	11.35	.68
	60	43'	3.3		413	4.0	13.1	12.49	.75
#2.5 PRE-INSTALLED	30	38'	2.5	#2.5 PRE-INSTALLED	206	2.04	11.6	9.46	.57
	40	39'	2.8		275	2.72	11.9	10.60	.64
	50	40'	3.2		345	3.40	12.2	12.11	.73
	60	41'	3.5		413	4.08	12.5	13.25	.79
#3	30	38'	3.6	#3	208	2.0	11.6	13.63	.81
	40	39'	4.2		275	3.0	11.9	15.89	.95
	50	41'	4.6		345	3.5	12.5	17.41	1.04
	60	42'	5.0		413	4.0	12.8	18.92	1.13
#4	30	43'	4.4	#4	206	2.0	13.1	16.65	.99
	40	44'	5.1		275	3.0	13.4	19.30	1.15
	50	46'	5.6		345	3.5	14.0	21.19	1.27
	60	49'	5.9		413	4.0	14.9	22.33	1.33
#6	40	45'	5.9	#6	206	3.0	13.7	22.33	1.33
	50	46'	6.0		275	3.5	14.0	22.71	1.36
	60	48'	6.3		345	4.0	14.6	23.85	1.43
	70	49'	6.7		413	5.0	14.9	25.35	1.52
#8	40	42'	8.0	#8	208	3.0	12.8	30.26	1.81
	50	45'	8.5		275	3.5	13.7	32.12	1.92
	60	49'	9.5		345	4.0	14.8	35.95	2.15
	70	50'	10.0		413	5.0	15.3	37.85	2.27

LOW ANGLE DATA

LOW ANGLE DATA				METRIC					
NOZZLES	PRESSURE PSI	RADIUS FT.	FLOW GPM	NOZZLES	PRESSURE MPA	RADIUS METERS	FLOW M3/H		
#1	30	22'	1.2	#1	207	2.04	6.71	4.54	.27
	40	24'	1.7		275	2.72	7.32	6.43	.39
	50	26'	1.8		344	3.40	7.92	6.80	.41
	60	28'	2.0		413	4.08	8.53	7.56	.46
#3	30	29'	3.0	#3	207	2.04	8.84	11.34	.68
	40	32'	3.1		275	2.72	9.75	11.72	.71
	50	35'	3.5		344	3.40	10.67	13.23	.80
	60	37'	3.8		413	4.08	11.58	14.36	.87
#4	30	31'	3.4	#4	207	2.04	9.45	12.85	.78
	40	34'	3.9		275	2.72	10.36	14.74	.89
	50	37'	4.4		344	3.40	11.28	16.63	1.00
	60	38'	4.7		413	4.08	11.58	17.77	1.07
#6	40	38'	6.5	#6	275	2.72	11.58	24.57	1.48
	50	40'	7.3		344	3.40	12.18	27.59	1.76
	60	42'	8.0		413	4.08	12.80	30.24	1.82
	70	44'	8.6		482	4.76	13.41	32.51	1.96

Data represents test results in zero wind. Adjust for local conditions.
Radius may be reduced with nozzle retention screw.




Olvera,Brandon

From: Olvera,Brandon
Sent: Friday, August 18, 2023 9:56 AM
To: Hoyt Seidensticker; gregscott969@netscape.net
Subject: 116458

RE:

Property Owner & Agent,

We received planning materials for the referenced permit application and found those planning materials to be deficient. To continue processing this permit, we need the following:

1.  Submit a copy of the approved building permit or written verification from the City of Bulverde that a building permit is not needed for the improvements on the referenced property.
2.  Submit a design that shows all property line dimensions.
3.  Is the RV garage, workshop, and workout room have any plumbing/discharge?
4. Revise accordingly and resubmit.

If you have any questions, you can email me or call the office.

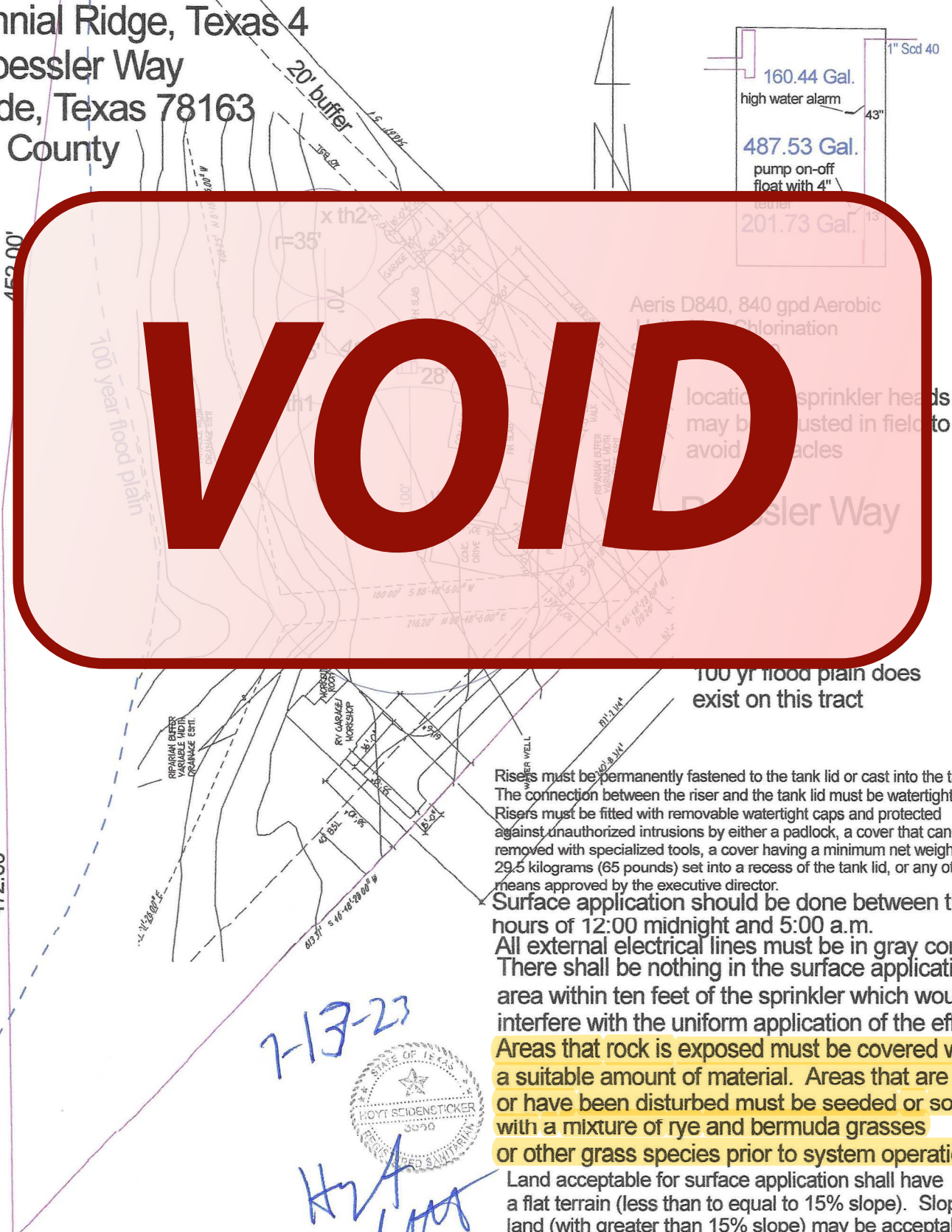
Thank You,

Brandon Olvera | Designated Representative **OS0034792** | Comal County | www.cceo.org
195 David Jonas Dr, New Braunfels, TX-78132 | t: 830-608-2090 | f: 830-608-2078 | e: olverb@co.comal.tx.us

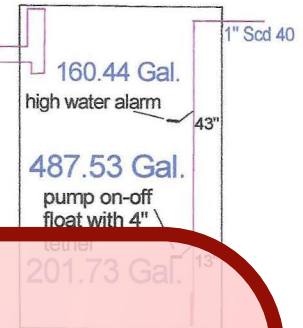
Site Map

Aerobic with Spray
Distribution System
Gregory and Trudy Scott
Lot 45, blk 2,
Centennial Ridge, Texas 4
705 Roessler Way
Bulverde, Texas 78163
Comal County

Scale 1" = 90'



VOID



Aeris D840, 840 gpd Aerobic Chlorination

location of sprinkler heads
may be located in field to
avoid obstacles

Roessler Way

100 yr flood plain does exist on this tract

Risers must be permanently fastened to the tank lid or cast into the tank. The connection between the riser and the tank lid must be watertight. Risers must be fitted with removable watertight caps and protected against unauthorized intrusions by either a padlock, a cover that can be removed with specialized tools, a cover having a minimum net weight of 29.5 kilograms (65 pounds) set into a recess of the tank lid, or any other means approved by the executive director.

Surface application should be done between the hours of 12:00 midnight and 5:00 a.m. All external electrical lines must be in gray conduit. There shall be nothing in the surface application area within ten feet of the sprinkler which would interfere with the uniform application of the effluent. Areas that rock is exposed must be covered with a suitable amount of material. Areas that are bare or have been disturbed must be seeded or sodded with a mixture of rye and bermuda grasses or other grass species prior to system operation.

Land acceptable for surface application shall have a flat terrain (less than to equal to 15% slope). Sloped land (with greater than 15% slope) may be acceptable if it is properly landscaped and terraced to minimize runoff.

7-13-23

HZA
HZA



5/29/2023
3:51 PM
Aerobic with Spray
Distribution System

ON-SITE SEWAGE FACILITY DESIGN CRITERIA

Gregory And Trudy Scott

Property Information:

St. Address: 705 Roessler Way
City: Bulverde State: Texas
Zip code: 78163

House Information

No. of Bedrooms: 1 3
Sq. footage (Approx.): <1500 3150
gallons per day 180 300
Water Supply: well

Predicted Quantity of Sewage (Q)

Water Saving Devices in Home (y/n): yes
Gallons/day (Q): 480
Greywater included (yes/no): yes

Rate of Adsorption (Ra)
Application rate (gpd/ft): 500
Minimum Adsorption Area (sq. ft.): 500

Aerobic Unit
Required size of aerobic unit (gpd): 20 gpd
Pre-treatment Tank (gal): 431

Pump
Class 1 Aerobic Pump: Aeris M
Pump tank total capacity (gal): 858.7
Chlorination: Liquid installed in Tank
Pump Switch operation: Float system

Dosing cycle quantity (gals): Varied
Cycling time: night time
Pump size and capacity: Schaefer E-Series 20 GPM

Total irrigated area (sq. ft.): 7693

All design criteria is in accordance with TCEQ, Title 30, TAC Chapter 285, Subchapter D, On-Site Sewage Facilities (Effective December 27, 2012). The above design was based on the best available information and should function properly under normal operating conditions. All changes or modifications made to design must be approved by the below signed designer.

Hoyt Seidensticker
Hoyt Seidensticker, R.S. No. 3588

2-13-23
Date

Land Stewardship Services, LLC, 124 Bristow Way, Boerne, Texas 78006
Cell (210) 414-6603, hoyt@landstewardshipperservices.com



Effective Immediately: If any change(s) are made that require a revision to this design, a \$150.00 fee will be assessed. This includes, but not limited to, change(s) in the house size, number of bedrooms, location of house or one type of system to another.

5/29/2023

3:51 PM

Aerobic with Spray
Distribution System

ON-SITE SEWAGE FACILITY DESIGN CRITERIA

Gregory And Trudy Scott

Head Pressure

Elevation Head:	<u>4</u>
Pressure Head:	<u>92</u>
Friction Head:	<u>4.72</u>
Total head:	<u>100.7</u>

Sprinkler Head Information

K-Rain sprinkler head PROPLUS, low angle nozzle	
No. 3 @40psi	GPM: <u>3.1</u>
Number of sprinkler heads:	<u>2</u>
Gallons per minute:	<u>6.2</u>

A class 1 aerobic wastewater treatment unit, chlorination and spray distribution system will be designed for this location. Wastewater from the residence will flow to a pretreatment/trash tank, then to the treatment unit. Treated effluent will be disinfected by a Econo-Chlor 200-1500 Unit in the pump tank, before being disposed of through above ground sprinkler heads.

All warning systems shall be installed with the aerobic unit

Land acceptable for surface application shall have a flat terrain (with less than or equal to 15% slope). Sloped land (with greater than 15% slope) may be acceptable if it is properly landscaped and terraced to minimize runoff. There shall be no standing water in the application area within ten feet of the sprinkler which could interfere with the uniform application of the effluent.

Areas that rock is exposed shall be covered with a suitable ground material acceptable to the inspecting authority. Areas that are bare or have bare soil shall be seeded or sodded with a mixture of rye and fescue grasses. Other species may be used upon prior system evaluation.

A maintenance contract for the entire system must be established at time of installation with someone holding a license to maintain the installed aerobic system.

At every inspection a Total Chlorine Residual test must be conducted on the effluent in the pump tank and must be a minimum acceptable level of .1 mg/l residual.

All design criteria is in accordance with TCEQ, Title 30, TAC Chapter 285, Subchapter D, On-Site Sewage Facilities (Effective December 27, 2012). The above design was based on the best available information and should function properly under normal operating conditions.

All changes or modifications made to design must be approved by the below signed designer.

Hoyt Seidensticker, R.S. No. 3588

Land Stewardship Services, LLC, 124 Bristow Way, Boerne, Texas 78006

Cell (210) 414-6603,

hoyt@landstewardshipservices.com

7-13-23

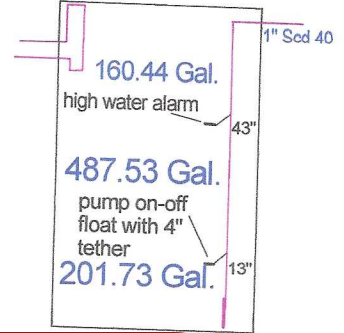
Date



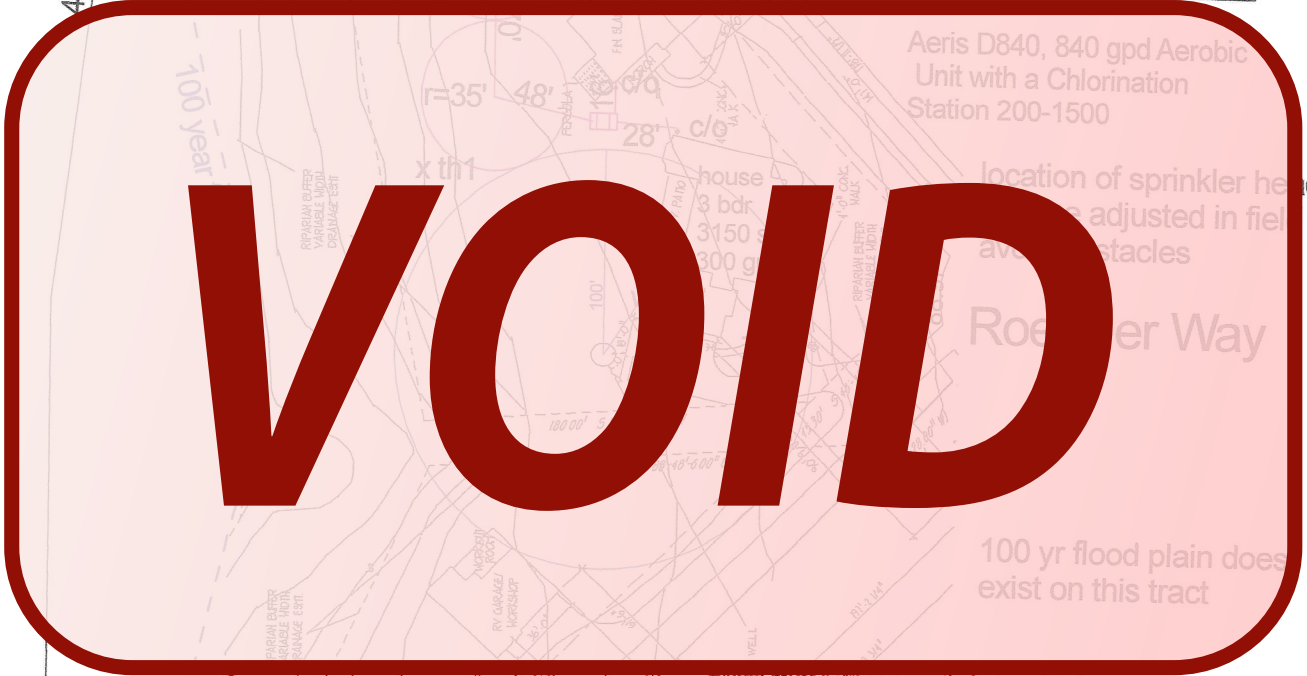
Site Map
Aerobic with Spray
Distribution System
Gregory and Trudy Scott
Lot 45, blk 2,
Centennial Ridge, Texas 4
705 Roessler Way
Bulverde, Texas 78163
Comal County

Scale 1" = 90'

116 458



detached
slap in combo with
house 1 bdr, <1500
180 gpd



Aeris D840, 840 gpd Aerobic
Unit with a Chlorination
Station 200-1500

location of sprinkler heads
to be adjusted in field to
avoid obstacles

Roessler Way

100 yr flood plain does
exist on this tract

Risers must be permanently fastened to the tank lid or cast into the tank. The connection between the riser and the tank lid must be watertight. Risers must be fitted with removable watertight caps and protected against unauthorized intrusions by either a padlock, a cover that can be removed with specialized tools, a cover having a minimum net weight of 29.5 kilograms (65 pounds) set into a recess of the tank lid, or any other means approved by the executive director. Surface application should be done between the hours of 12:00 midnight and 5:00 a.m. All external electrical lines must be in gray conduit. There shall be nothing in the surface application area within ten feet of the sprinkler which would interfere with the uniform application of the effluent. Areas that rock is exposed must be covered with a suitable amount of material. Areas that are bare or have been disturbed must be seeded or sodded with a mixture of rye and bermuda grasses or other grass species prior to system operation. Land acceptable for surface application shall have a flat terrain (less than to equal to 15% slope). Sloped land (with greater than 15% slope) may be acceptable if it is properly landscaped and terraced to minimize runoff.

8-18-23



Hoyt Seidensticker

452.00'

472.00'

100 year

r=35'

r=35'

x th1

x th2

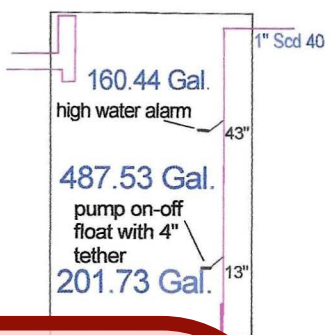
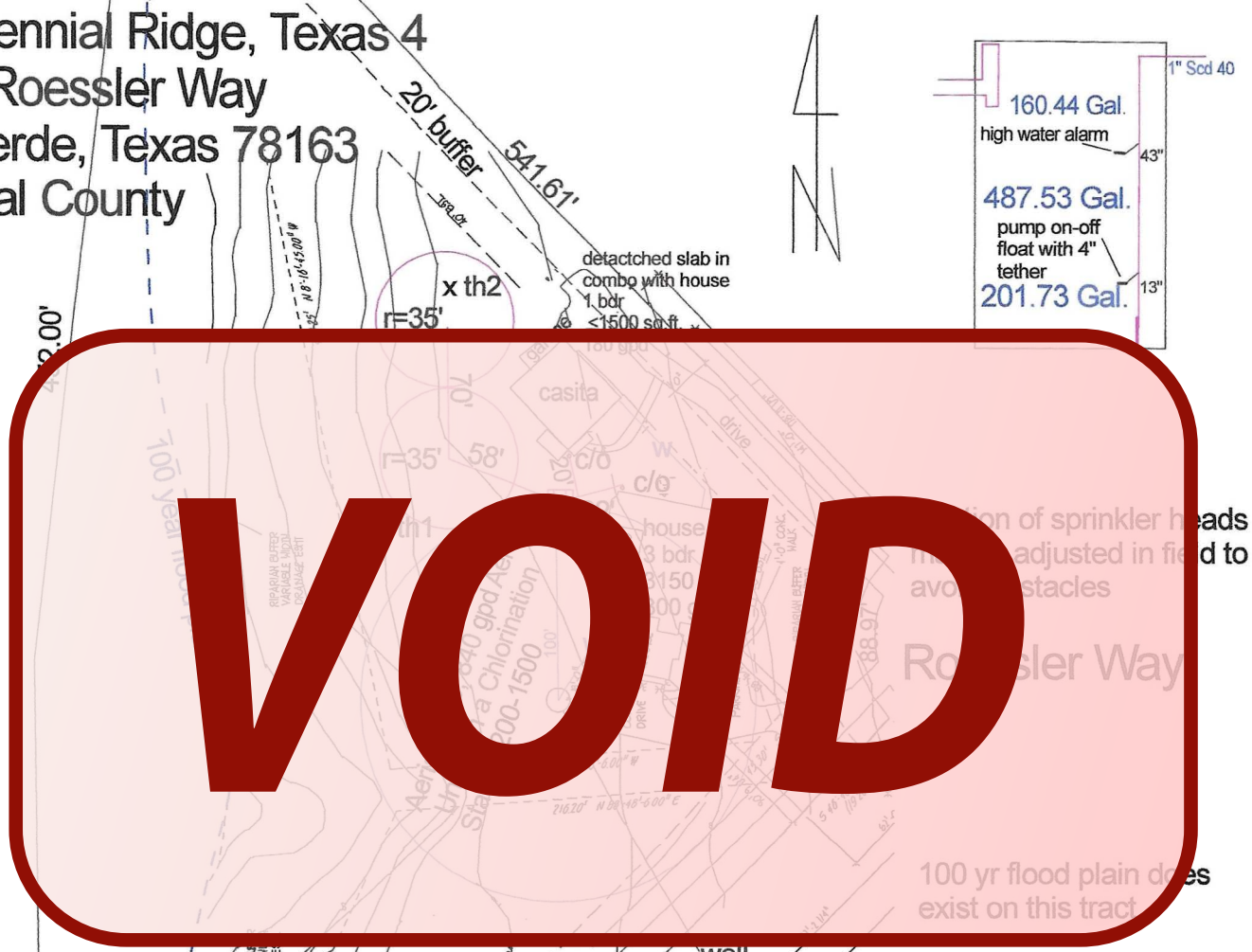
20' buffer

541.61'

Site Map
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Distribution System
Gregory and Trudy Scott
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Centennial Ridge, Texas 4
705 Roessler Way
Bulverde, Texas 78163
Comal County

Scale 1" = 90'

Permit 116458



VOID

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8-30-23




Hoyt Seidensticker

Olvera,Brandon

From: Olvera,Brandon
Sent: Wednesday, November 29, 2023 8:50 AM
To: 'Catherine Jefferson'; Hendry,Clint
Cc: STEPHANIE PEREZ; Brianna Perez
Subject: RE: permit 116458
Attachments: 5 x 7 in.pdf

Good Morning,

 has been updated. Upon discussion with our inspector and pictures taken at the jobsite, the tank is in a different location. It appears to be closer to the street and structure. See attached.

Revise accordingly and resubmit.

Thank You,

Note: Beginning January 1, 2024 our reinspection fees will be changing to \$150.00. Permit fee includes 3 inspections, \$150 each additional inspection

Brandon Olvera | Designated Representative **OS0034792** | Comal County | www.cceo.org

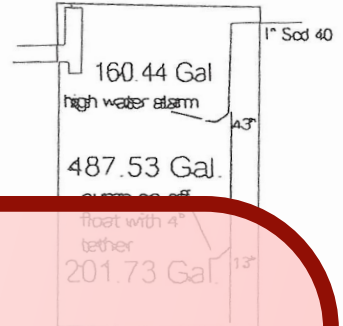
195 David Jonas Dr, New Braunfels, TX-78132 | t: 830-608-2090 | f: 830-608-2078 | e: olverb@co.comal.tx.us

Site Map
Aerobic with Spray
Distribution System
Gregory and Trudy Scott
Lot 45, blk 2,
Centennia Ridge, Texas 4
705 Roessler Way
Bulverde, Texas 78163
Comal County

RECEIVED
By Brandon Olvera at 8:40 am, Nov 29, 2023

Scale 1" = 90'

Permit 116458



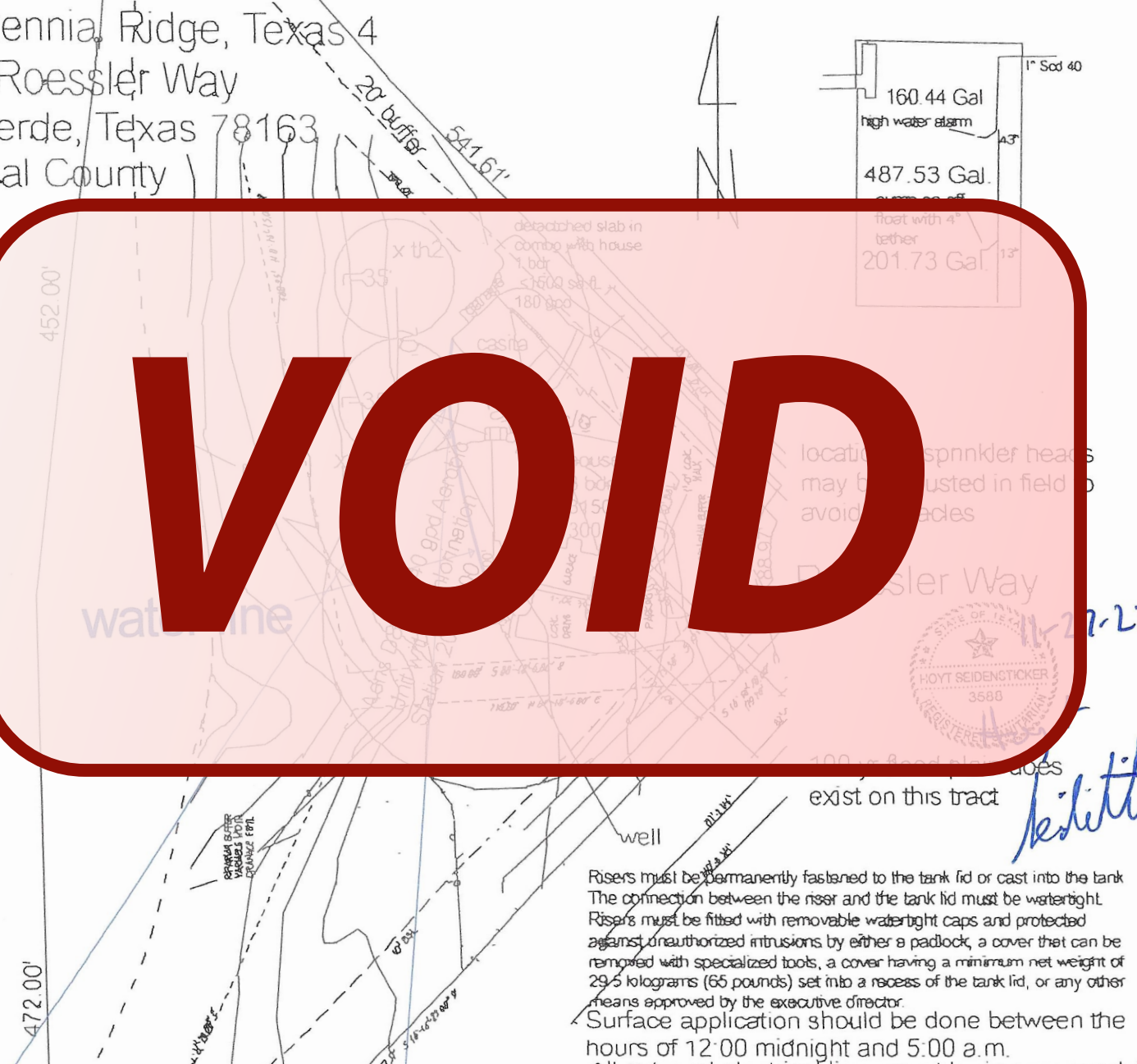
VOID



Handwritten signature: Kestler

Where water line crosses the spray area, water line must be sleeved in a minimum of sch 40 pvc, the entire distance where the water line runs under the spray area and until the water line is 10' past the edge of the spray area on either side and I certify that this meets the requirements of TAC Chapter 290, Subchapter D rules for Public Drinking Water Systems, Rule 290.44
Where water line crosses sewer line, water line must be sleeved in a minimum of sch 40 pvc, 10 feet on either side of the intersection and must maintain a 1' separation distance at the intersection and I certify that this meets the requirements of TAC Chapter 290, Subchapter D rules for Public Drinking Water Systems, Rule 290.44

Risers must be permanently fastened to the tank lid or cast into the tank. The connection between the riser and the tank lid must be watertight. Risers must be fitted with removable watertight caps and protected against unauthorized intrusions by either a padlock, a cover that can be removed with specialized tools, a cover having a minimum net weight of 29.5 kilograms (65 pounds) set into a recess of the tank lid, or any other means approved by the executive director.
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RECEIVED

By Brandon Olvera at 8:13 am, Aug 29, 2023



**CITY OF BULVERDE
New Single Family (Residential) Permit**

PERMIT# 2023-106

DATE ISSUED 3/21/2023

PROJECT ADDRESS: 705 Roessler Way Bulverde, TX 78163

LOCATION NAME: NSFR

SUBDIVISION: Centennial Ridge

OWNER: Integrity Homes Inc - Ramiro Sandoval

CONTRACTOR: Integrity Homes Inc - Ramiro Sandoval

ADDRESS: PO Box 769690

CITY, STATE, ZIP: San Antonio, TX 78245

PHONE:

EMAIL ADDRESS: ramiro@buildintegrity.us

CONTACT NAME: Ramiro Sandoval

ALT PHONE:

SQ FT: 0.00

PROJECT VALUATION: 0.00

PLAN REVIEW BY:

NOTES: RV Garage and Guest House requires a separate permit.

Form survey required at plumbing rough in inspection.

BB 3170

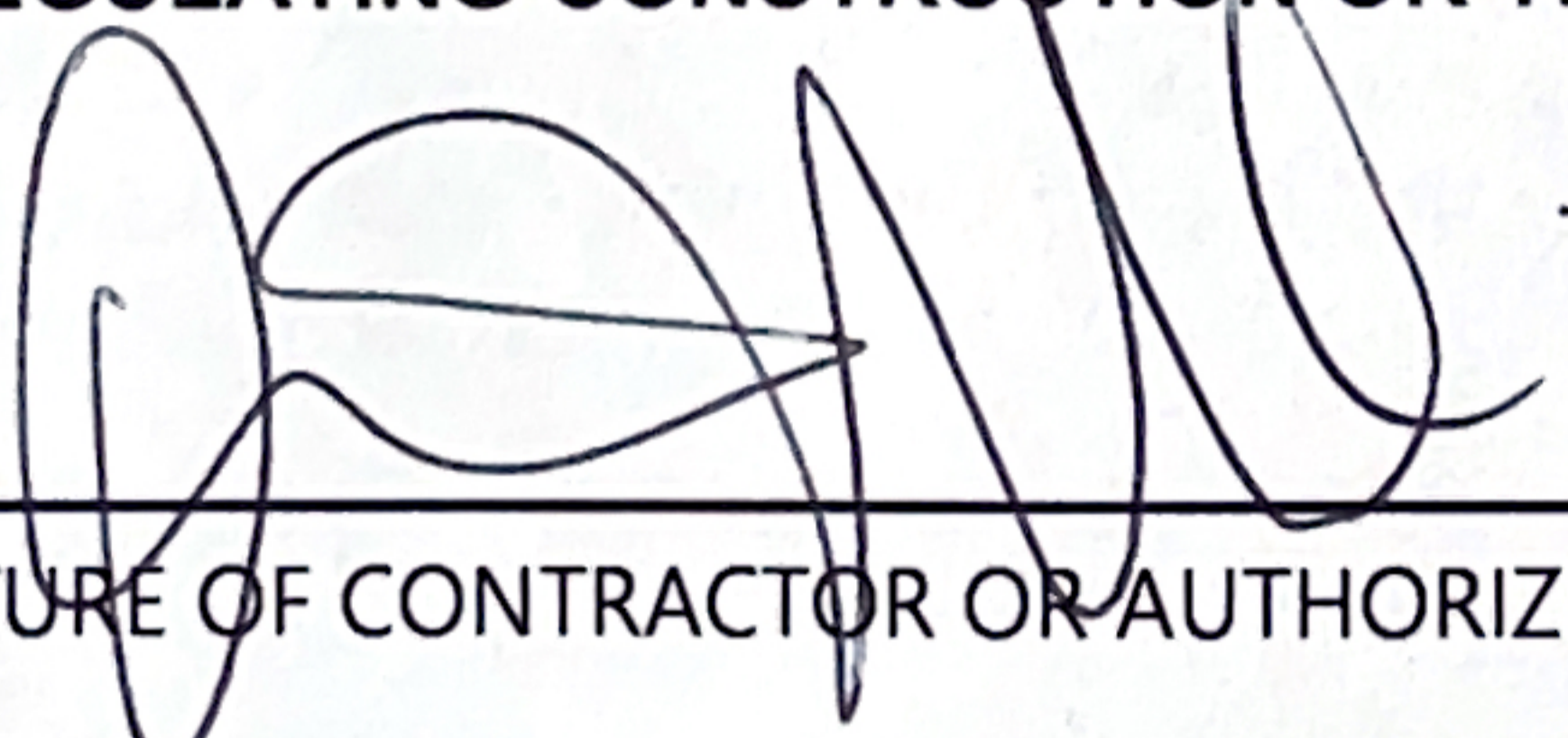
PERMIT TYPE	AMOUNT DUE
New Single-Family Residential	\$0.00
TOTAL:	\$3026.90

NOTES: Schedule by 2pm for next day inspections

NOTICE

THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 180 DAYS, OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF 180 DAYS AT ANY TIME AFTER WORK IS STARTED. SEPARATE PERMITS FOR ELECTRICAL, PLUMBING, MECHANICAL, AND PAVING ARE REQUIRED. ALL PERMITS REQUIRE FINAL INSPECTION.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS DOCUMENT AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND ORDINANCES GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO VIOLATE OR CANCEL THE PROVISION OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.


(SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT)

RAMIRO SANDOVAL *OMAR MEDINA*

PRINTED NAME

Integrity Homes Inc

PRINTED COMPANY NAME
Claudia Cudenas 08/21/2023

ISSUED BY
CITY OF BULVERDE

ORT 51903 NCM S

After Recording Return To:
First United Bank & Trust Company
1400 W Main St
Durant, OK 74701

This instrument was prepared by:
First United Bank & Trust Company
1400 W Main St
Durant, OK 74701
580-924-2211

Loan Number: 7003395524

(Space Above This Line For Recording Data)

DEED OF TRUST

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

DEFINITIONS

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

Parties

(A) "Borrower" is Gregory A Scott and Trudy L Scott, a married couple, currently residing at 21319 La Pena Dr, San Antonio, TX 78258. Borrower is the grantor under this Security Instrument.

(B) "Lender" is First United Bank & Trust Company. Lender is A State Chartered Bank organized and existing under the laws of Oklahoma. Lender's address is 1400 W Main St, Durant, OK 74701. Lender is the beneficiary under this Security Instrument. The term "Lender" includes any successors and assigns of Lender.

(C) "Trustee" is Greg Massey. Trustee's address is 1400 West Main, Durant, OK 74701. The term "Trustee" includes any substitute/successor Trustee.

Documents

(D) "Note" means the promissory note dated March 16, 2023, and signed by each Borrower who is legally obligated for the debt under that promissory note, that is in either (i) paper form, using Borrower's written pen and ink signature, or (ii) electronic form, using Borrower's adopted Electronic Signature in accordance with the UETA or E-SIGN, as applicable. The Note evidences the legal obligation of each Borrower who signed the Note to pay Lender EIGHT HUNDRED THOUSAND AND NO/100 Dollars (U.S. \$800,000.00) plus interest. Each Borrower who signed the Note has promised to pay this debt in regular monthly payments and to pay the debt in full not later than March 16, 2024.

(E) "Riders" means all Riders to this Security Instrument that are signed by Borrower. All such Riders are incorporated into and deemed to be a part of this Security Instrument. The following Riders are to be signed by Borrower (check box as applicable):

- | | | | | | |
|-------------------------------------|--|-------------------------------------|--------------------------------|--------------------------|-------------------|
| <input type="checkbox"/> | Adjustable Rate Rider | <input type="checkbox"/> | Condominium Rider | <input type="checkbox"/> | Second Home Rider |
| <input type="checkbox"/> | 1-4 Family Rider | <input checked="" type="checkbox"/> | Planned Unit Development Rider | | |
| <input checked="" type="checkbox"/> | Other(s) (specify) Construction Loan Rider | | | | |

(F) "Security Instrument" means this document, which is dated March 16, 2023, together with all Riders to this document.

Additional Definitions

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

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

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

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

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

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

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

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

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

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

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

(R) "Partial Payment" means any payment by Borrower, other than a voluntary prepayment permitted under the Note, which is less than a full outstanding Periodic Payment.

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

(T) "Property" means the property described below under the heading "TRANSFER OF RIGHTS IN THE PROPERTY."

(U) "Rents" means all amounts received by or due Borrower in connection with the lease, use, and/or occupancy of the Property by a party other than Borrower.

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

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

(X) "UETA" means the Uniform Electronic Transactions Act, as enacted by the jurisdiction in which the Property is located, as it may be amended from time to time, or any applicable additional or successor legislation that governs the same subject matter.

TRANSFER OF RIGHTS IN THE PROPERTY

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

Lot 45, Block 2, CENTENNIAL RIDGE UNIT 4, a Subdivision in Comal County, Texas, according to the Map or Plat thereof Recorded in Document No. 202006054348, Map and Plat Records of Comal County, Texas.

Parcel ID Number: 140709015100

which currently has the address of 705 Roessler Way
Bulverde, TX 78163

("Property Address");

TOGETHER WITH all the improvements now or subsequently erected on the property, including replacements and additions to the improvements on such property, all property rights, including, without limitation, all easements, appurtenances, royalties, mineral rights, oil or gas rights or profits, water rights, any strips or gores of real property between such real property and abutting or adjacent properties, and fixtures now or subsequently a part of the property. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER REPRESENTS, WARRANTS, COVENANTS, AND AGREES that: (i) Borrower lawfully owns and possesses the Property conveyed in this Security Instrument in fee simple or lawfully has the right to use and occupy the Property under a leasehold estate; (ii) Borrower has the right to grant and convey the Property or Borrower's leasehold interest in the Property; and (iii) the Property is unencumbered, and not subject to any other ownership interest in the Property, except for encumbrances and ownership interests of record. Borrower warrants generally the title to the Property and covenants and agrees to defend the title to the Property against all claims and demands, subject to any encumbrances and ownership interests of record as of Loan closing.

THIS SECURITY INSTRUMENT combines uniform covenants for national use with limited variations and non-uniform covenants that reflect specific Texas state requirements to constitute a uniform security instrument covering real property.

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

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower will pay each Periodic Payment when due. Borrower will also pay any prepayment charges and late charges due under the Note, and any other amounts due under this Security Instrument. Payments due under the Note and this Security Instrument must be made in U.S. currency. If any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check, or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a U.S. federal agency, instrumentality, or entity; or (d) Electronic Fund Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 16. Lender may accept or return any Partial Payments in its sole discretion pursuant to Section 2.

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

2. Acceptance and Application of Payments or Proceeds.

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

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

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

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

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

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

3. Funds for Escrow Items.

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

(b) Payment of Funds; Waiver. Borrower must pay Lender the Funds for Escrow Items unless Lender waives this obligation in writing. Lender may waive this obligation for any Escrow Item at any time. In the event of such waiver, Borrower must pay directly, when and where payable, the amounts due for any Escrow Items subject to the waiver. If Lender has waived the requirement to pay Lender the

Funds for any or all Escrow Items, Lender may require Borrower to provide proof of direct payment of those items within such time period as Lender may require. Borrower's obligation to make such timely payments and to provide proof of payment is deemed to be a covenant and agreement of Borrower under this Security Instrument. If Borrower is obligated to pay Escrow Items directly pursuant to a waiver, and Borrower fails to pay timely the amount due for an Escrow Item, Lender may exercise its rights under Section 9 to pay such amount and Borrower will be obligated to repay to Lender any such amount in accordance with Section 9.

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

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

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

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

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

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

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

5. Property Insurance.

(a) Insurance Requirement; Coverages. Borrower must keep the improvements now existing or subsequently erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes, winds, and floods, for which Lender requires insurance. Borrower must maintain the types of insurance Lender requires in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan, and may exceed any minimum coverage required by Applicable Law. Borrower may choose the insurance carrier providing the insurance, subject to Lender's right to disapprove Borrower's choice, which right will not be exercised unreasonably.

(b) Failure to Maintain Insurance. If Lender has a reasonable basis to believe that Borrower has failed to maintain any of the required insurance coverages described above, Lender may obtain insurance coverage, at Lender's option and at Borrower's expense. Unless required by Applicable Law, Lender is under no obligation to advance premiums for, or to seek to reinstate, any prior lapsed coverage obtained by Borrower. Lender is under no obligation to purchase any particular type or amount of coverage and may select the provider of such insurance in its sole discretion. Before purchasing such coverage, Lender will notify Borrower if required to do so under Applicable

Law. Any such coverage will insure Lender, but might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard, or liability and might provide greater or lesser coverage than was previously in effect, but not exceeding the coverage required under Section 5(a). Borrower acknowledges that the cost of the insurance coverage so obtained may significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender for costs associated with reinstating Borrower's insurance policy or with placing new insurance under this Section 5 will become additional debt of Borrower secured by this Security Instrument. These amounts will bear interest at the Note rate from the date of disbursement and will be payable, with such interest, upon notice from Lender to Borrower requesting payment.

(c) **Insurance Policies.** All insurance policies required by Lender and renewals of such policies: (i) will be subject to Lender's right to disapprove such policies; (ii) must include a standard mortgage clause; and (iii) must name Lender as mortgagee and/or as an additional loss payee. Lender will have the right to hold the policies and renewal certificates. If Lender requires, Borrower will promptly give to Lender proof of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy must include a standard mortgage clause and must name Lender as mortgagee and/or as an additional loss payee.

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

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

If Lender deems the restoration or repair not to be economically feasible or Lender's security would be lessened by such restoration or repair, the insurance proceeds will be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds will be applied in the order that Partial Payments are applied in Section 2(b).

(e) **Insurance Settlements; Assignment of Proceeds.** If Borrower abandons the Property, Lender may file, negotiate, and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 26 or otherwise, Borrower is unconditionally assigning to Lender (i) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note and this Security Instrument, and (ii) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, to the extent that such rights are applicable to the coverage of the Property. If Lender files, negotiates, or settles a claim, Borrower agrees that any insurance proceeds may be made payable directly to Lender without the need to include Borrower as an additional loss payee. Lender may use the insurance proceeds either to repair or restore the Property (as provided in Section 5(d)) or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

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

7. Preservation, Maintenance, and Protection of the Property; Inspections. Borrower will not destroy, damage, or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower must maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless Lender

determines pursuant to Section 5 that repair or restoration is not economically feasible, Borrower will promptly repair the Property if damaged to avoid further deterioration or damage.

If insurance or condemnation proceeds are paid to Lender in connection with damage to, or the taking of, the Property, Borrower will be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed, depending on the size of the repair or restoration, the terms of the repair agreement, and whether Borrower is in Default on the Loan. Lender may make such disbursements directly to Borrower, to the person repairing or restoring the Property, or payable jointly to both. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower remains obligated to complete such repair or restoration.

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

8. Borrower's Loan Application. Borrower will be in Default if, during the Loan application process, Borrower or any persons or entities acting at Borrower's direction or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan, including, but not limited to, overstating Borrower's income or assets, understating or failing to provide documentation of Borrower's debt obligations and liabilities, and misrepresenting Borrower's occupancy or intended occupancy of the Property as Borrower's principal residence.

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

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

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

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

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

10. Assignment of Rents.

(a) **Assignment of Rents.** If the Property is leased to, used by, or occupied by a third party ("Tenant"), Borrower is unconditionally assigning and transferring to Lender any Rents, regardless of to whom the Rents are payable. Borrower authorizes Lender to collect the Rents, and agrees that each Tenant will pay the Rents to Lender. However, Borrower will receive the Rents until (i) Lender has given

Borrower notice of Default pursuant to Section 26, and (ii) Lender has given notice to the Tenant that the Rents are to be paid to Lender. This Section 10 constitutes an absolute assignment and not an assignment for additional security only.

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

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

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

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

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

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

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

11. Mortgage Insurance.

(a) Payment of Premiums; Substitution of Policy; Loss Reserve; Protection of Lender. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower will pay the premiums required to maintain the Mortgage Insurance in effect. If Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, and (i) the Mortgage Insurance coverage required by Lender ceases for any reason to be available from the mortgage insurer that previously provided such insurance, or (ii) Lender determines in its sole discretion that such mortgage insurer is no longer eligible to provide the Mortgage Insurance coverage required by Lender, Borrower will pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender.

If substantially equivalent Mortgage Insurance coverage is not available, Borrower will continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use, and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve will be non-refundable, even when the Loan is paid in full, and Lender will not be required to pay Borrower any interest or earnings on such loss reserve.

Lender will no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance.

If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower will pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 11 affects Borrower's obligation to pay interest at the Note rate.

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

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

As a result of these agreements, Lender, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. Any such agreements will not: (i) affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan; (ii) increase the amount Borrower will owe for Mortgage Insurance; (iii) entitle Borrower to any refund; or (iv) affect the rights Borrower has, if any, with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 (12 U.S.C. § 4901 et seq.), as it may be amended from time to time, or any additional or successor federal legislation or regulation that governs the same subject matter ("HPA"). These rights under the HPA may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

12. Assignment and Application of Miscellaneous Proceeds; Forfeiture.

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

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

(c) Application of Miscellaneous Proceeds upon Condemnation, Destruction, or Loss in Value of the Property. In the event of a total taking, destruction, or loss in value of the Property, all of the Miscellaneous Proceeds will be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

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

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

(d) Settlement of Claims. Lender is authorized to collect and apply the Miscellaneous Proceeds either to the sums secured by this Security Instrument, whether or not then due, or to restoration or repair of the Property, if Borrower (i) abandons the Property, or (ii) fails to respond to Lender within 30 days after the date Lender notifies Borrower that the Opposing Party (as defined in the next sentence) offers to

settle a claim for damages. "Opposing Party" means the third party that owes Borrower the Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to the Miscellaneous Proceeds.

(e) Proceeding Affecting Lender's Interest in the Property. Borrower will be in Default if any action or proceeding begins, whether civil or criminal, that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a Default and, if acceleration has occurred, reinstate as provided in Section 20, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower is unconditionally assigning to Lender the proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property, which proceeds will be paid to Lender. All Miscellaneous Proceeds that are not applied to restoration or repair of the Property will be applied in the order that Partial Payments are applied in Section 2(b).

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

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

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

15. Loan Charges.

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

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

(c) Permissibility of Fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower should not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

(d) Savings Clause. If Applicable Law sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then (i) any such loan charge will be reduced by the amount necessary to reduce the charge to the permitted limit, and (ii) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any

prepayment charge (whether or not a prepayment charge is provided for under the Note). To the extent permitted by Applicable Law, Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

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

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

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

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

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

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

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

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

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

19. Transfer of the Property or a Beneficial Interest in Borrower. For purposes of this Section 19 only, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract, or escrow agreement, the intent of which is the transfer of title by Borrower to a purchaser at a future date.

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

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

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

To reinstate the Loan, Borrower must satisfy all of the following conditions: (aa) pay Lender all sums that then would be due under this Security Instrument and the Note as if no acceleration had occurred; (bb) cure any Default of any other covenants or agreements under this Security Instrument or the Note; (cc) pay all expenses incurred in enforcing this Security Instrument or the Note, including, but not limited to: (i) reasonable attorneys' fees and costs; (ii) property inspection and valuation fees; and (iii) other fees incurred to protect Lender's interest in the Property and/or rights under this Security Instrument or the Note; and (dd) take such action as Lender may reasonably require to assure that Lender's interest in the Property and/or rights under this Security Instrument or the Note, and Borrower's obligation to pay the sums secured by this Security Instrument or the Note, will continue unchanged.

Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (aaa) cash; (bbb) money order; (ccc) certified check, bank check, treasurer's check, or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a U.S. federal agency, instrumentality, or entity; or (ddd) Electronic Fund Transfer. Upon Borrower's reinstatement of the Loan, this Security Instrument and obligations secured by this Security Instrument will remain fully effective as if no acceleration had occurred.

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

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

The Loan Servicer may change one or more times during the term of the Note. The Loan Servicer may or may not be the holder of the Note. The Loan Servicer has the right and authority to: (a) collect Periodic Payments and any other amounts due under the Note and this Security Instrument; (b) perform any other mortgage loan servicing obligations; and (c) exercise any rights under the Note, this Security Instrument, and Applicable Law on behalf of Lender. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made, and any other information RESPA requires in connection with a notice of transfer of servicing.

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

deemed to be reasonable for purposes of this Section 23. The notice of Default given to Borrower pursuant to Section 26(a) and the notice of acceleration given to Borrower pursuant to Section 19 will be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 23.

24. Hazardous Substances.

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

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

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

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

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

26. Acceleration; Remedies.

(a) **Notice of Default.** Lender will give a notice of Default to Borrower prior to acceleration following Borrower's Default, except that such notice of Default will not be sent when Lender exercises its right under Section 19 unless Applicable Law provides otherwise. The notice will specify, in addition to any other information required by Applicable Law: (i) the Default; (ii) the action required to cure the Default; (iii) a date, not less than 30 days (or as otherwise specified by Applicable Law) from the date the notice is given to Borrower, by which the Default must be cured; (iv) that failure to cure the Default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property; (v) Borrower's right to reinstate after acceleration; and (vi) Borrower's right to bring a court action to deny the existence of a Default or to assert any other defense of Borrower to acceleration and sale.

(b) **Acceleration; Power of Sale; Expenses.** If the Default is not cured on or before the date specified in the notice, Lender may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender will be entitled to collect all expenses incurred in pursuing the remedies provided in

this Section 26, including, but not limited to: (i) reasonable attorneys' fees and costs; (ii) property inspection and valuation fees; and (iii) other fees incurred to protect Lender's interest in the Property and/or rights under this Security Instrument.

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

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

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

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

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

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

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

29. Subrogation. Any of the proceeds of the Note used to take up outstanding liens against all or any part of the Property have been advanced by Lender at Borrower's request and upon Borrower's representation that such amounts are due and are secured by valid liens against the Property. Lender will be subrogated to any and all rights, superior titles, liens, and equities owned or claimed by any owner or holder of any outstanding liens and debts, regardless of whether said liens or debts are acquired by Lender by assignment or are released by the holder of said liens or debts upon payment, or the lien established by this Security Instrument is held to be invalid. Borrower agrees that any statute of limitations related to a cause of action or right to foreclose based on such subrogated rights, superior title, liens, and equities are tolled to the extent necessary until, at the earliest, a final adjudication by a court of last resort that the lien established by this Security Instrument is invalid. Borrower further agrees that Lender will have the same rights and powers provided in Section 26 in connection with any such subrogated rights, superior title, liens, and equities as Lender has in connection with the lien established by this Security Instrument.

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

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

32. Purchase Money; Owelty of Partition; Renewal and Extension of Liens Against Homestead Property; Acknowledgment of Cash Advanced Against Non-Homestead Property.

Check box as applicable:

Purchase Money.

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

Owelty of Partition.

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

Renewal and Extension of Liens Against Homestead Property.

The Note is in renewal and extension, but not in extinguishment, of the indebtedness described on the attached Renewal and Extension Exhibit which is incorporated by reference. Lender is expressly subrogated to all rights, liens, and remedies securing the original holder of a note evidencing Borrower's indebtedness and the original liens securing the indebtedness are renewed and extended to the date of maturity of the Note in renewal and extension of the indebtedness.

Acknowledgment of Cash Advanced Against Non-Homestead Property.

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

33. Loan Not a Home Equity Loan. The Loan evidenced by the Note is not an extension of credit as defined by Section 50(a)(6) or Section 50(a)(7), Article XVI, of the Texas Constitution. If the Property is used as Borrower's residence, then Borrower agrees that Borrower will receive no cash from the Loan evidenced by the Note and that any advances not necessary to purchase the Property, extinguish an owelty lien, complete construction, or renew and extend a prior lien against the Property, will be used to reduce the balance evidenced by the Note or such Loan will be modified to evidence the correct Loan balance, at Lender's option. Borrower agrees to execute any documentation necessary to comply with this Section 33.

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

Witnesses:

-Witness

(Seal)
Gregory A Scott -Borrower

-Witness

(Seal)
Trudy L Scott -Borrower

STATE OF TEXAS, Bexar County ss: **ACKNOWLEDGMENT**

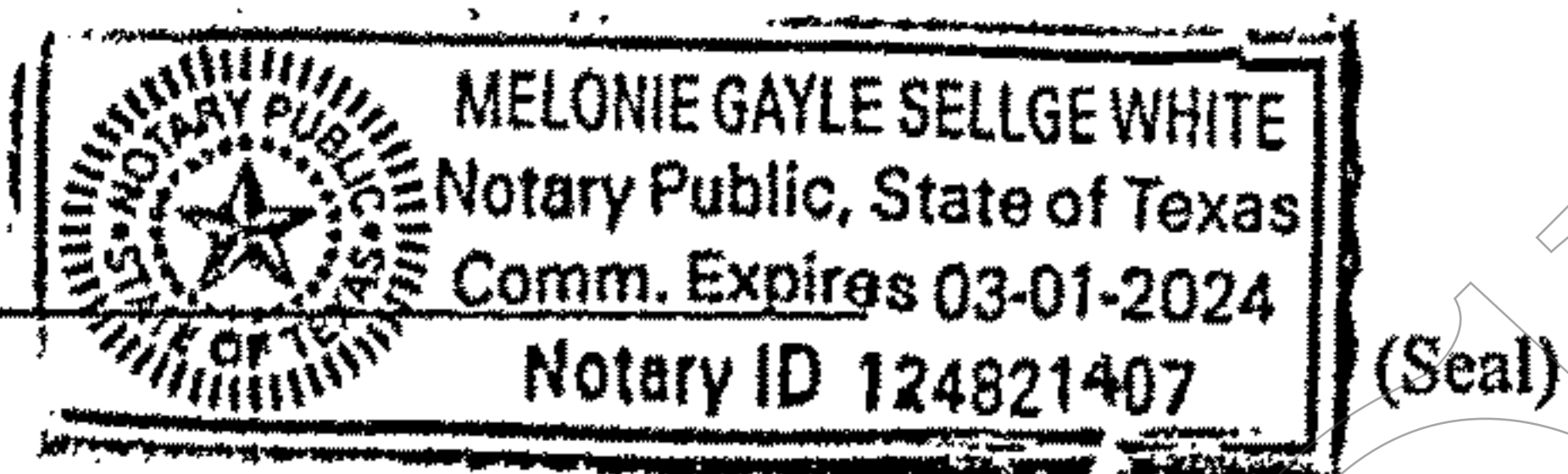
The foregoing instrument was acknowledged before me this

16 day of Mar, 2023

by **Gregory A Scott and Trudy L Scott.**

Witness my hand and official seal.
My Commission Expires:


Notary Public



Loan originator (Organization): **First United Bank & Trust Company; NMLS #: 400025**
Loan originator (Individual): **Heston King; NMLS #: 248528**

Loan Number: 7003395524

**TX RENEWAL AND EXTENSION EXHIBIT
TO BE ATTACHED TO AND RECORDED WITH THE DEED OF TRUST**

Date:
March 16, 2023

Property Address:
705 Roessler Way
Bulverde, TX 78163

Borrower Name(s):
Gregory A Scott and Trudy L Scott
Loan Number: 7003395524

This Renewal and Extension Exhibit is incorporated into and shall amend and supplement the Security Instrument of even date herewith. The Note is in renewal and extension, but not in extinguishment, of the indebtedness, whether one or more, described as follows:

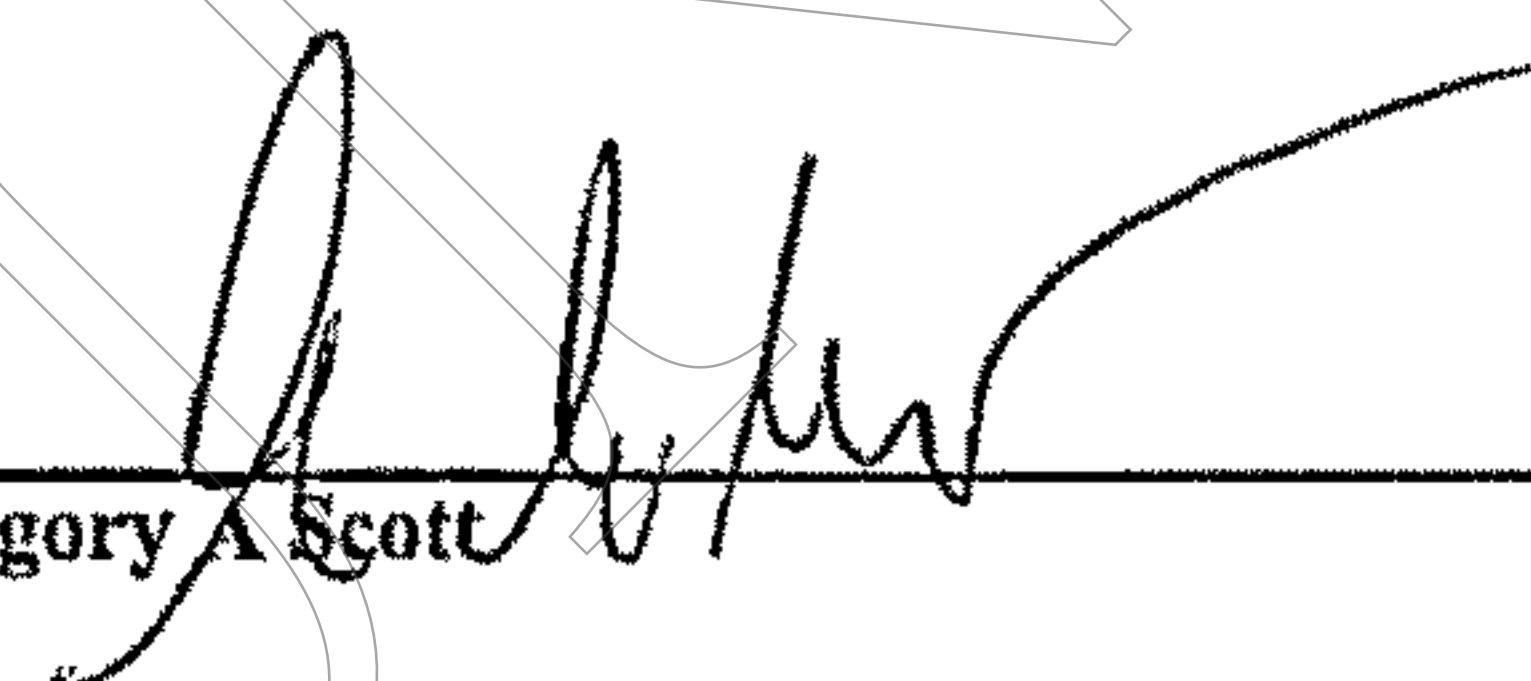
BUILDER'S NOTE IN THE AMOUNT OF \$812,700.00 PAYABLE TO THE ORDER OF Integrity Homes, Inc. AND ASSIGNED THEREIN TO FIRST UNITED BANK & TRUST COMPANY AND THE CONTRACT LIENS AND MECHANIC'S LIENS THAT SECURE ITS REPAYMENT. SAID LIEN IS DATED 03/16/2023 AND IS OR WILL BE RECORDED OF RECORD IN THE REAL PROPERTY RECORDS OF Comal COUNTY, TEXAS.

Vendor's Lien retained in Deed dated January 29, 2021, executed by CENTENNIAL RIDGE, LLC., Grantor(s) to GREGORY A. SCOTT AND TRUDY L. SCOTT, HUSBAND AND WIFE, Grantee(s), recorded on February 3, 2021 in Document No. 202106006141 of the Official Public Records of Comal County, Texas, securing the payment of one note of even date therewith in the sum of Fifty Five Thousand Two Hundred Ten and 00/100 (\$55,210.00), payable to the order of FIRST UNITED BANK AND TRUST, and being additionally secured by Deed of Trust executed by GREGORY A. SCOTT AND TRUDY L. SCOTT, HUSBAND AND WIFE dated January 29, 2021 to GREG MASSEY, Trustee(s) recorded on February 3, 2021, in Document No. 202106006142 of the Official Public Records of Comal County, Texas.

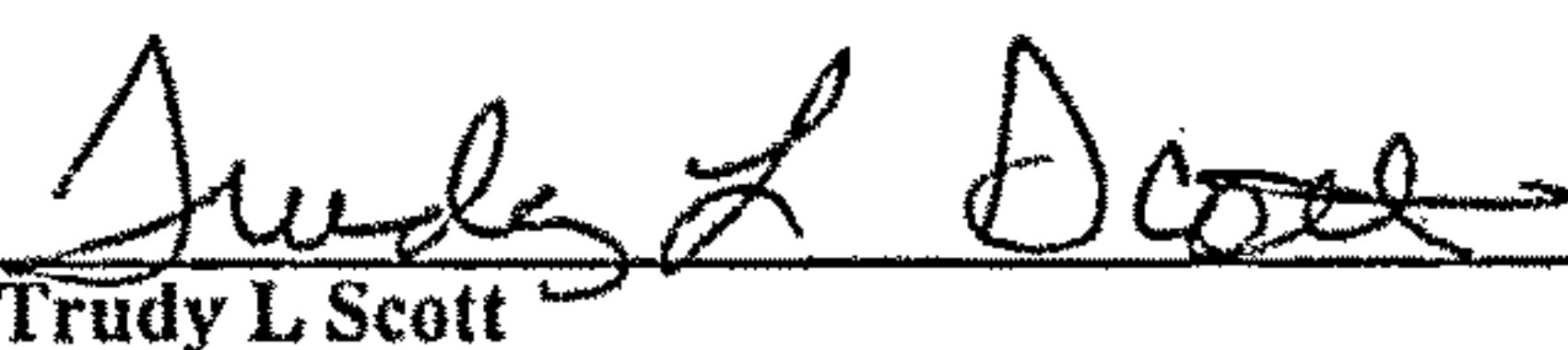
Lender is expressly subrogated to all rights, liens, equities and remedies securing the original holder(s) of the above debt(s) and the original lien(s) securing the same are renewed and extended to the date of maturity of the Note secured by the Security Instrument in renewal and extension of the indebtedness. Borrower acknowledges that the lien(s) securing the prior debt(s) is valid, that the lien(s) subsists against the Property, and that by this instrument it is renewed and extended in full force until the Note is paid, even though the original lien(s) is released and not assigned to Lender.

This renewal and extension is not a refinance of a debt any portion of which is an extension of credit as defined by Section 50(a)(6) or Section 50(a)(7), Article XVI, of the Texas Constitution.

In addition to the refinance of principal and any interest, if Lender is advancing all or a portion of the costs necessary to refinance debt on the Property, Borrower acknowledges that these costs are reasonable and necessary costs to refinance such debt. Borrower has received no funds from this Loan, but only the benefit of those sums advanced for the payment of 1) principal and any interest on loans being refinanced, 2) any reasonable and necessary closing costs, and 3) any refund to Borrower of closing costs escrowed in connection with the Loan advanced by Borrower. If any portion of the Loan secures a debt for work or material used in constructing improvements on the Property, Borrower understands that funds not used in such construction, if any, must first be used to reduce the unpaid principal of the Loan or, at Lender's option, the note must be modified to evidence the actual funds advanced.



Gregory A Scott (Seal)
-Borrower



Trudy L Scott (Seal)
-Borrower

**RESIDENTIAL CONSTRUCTION LOAN RIDER TO
DEED OF TRUST
(WITH SECURITY AGREEMENT)**

Loan Number: 7003395524

Lender: First United Bank & Trust Company

Borrower(s): Gregory A Scott and Trudy L Scott

Property Address: 705 Roessler Way
Bulverde, TX 78163

THIS RESIDENTIAL CONSTRUCTION LOAN RIDER TO DEED OF TRUST shall amend and supplement the Deed of Trust, (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to Lender of the same date (the "Note") and covering the Property described in the Security Instrument (the "Property").

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

1. **Residential Construction Loan Agreement.** Borrower agrees to comply with the covenants and conditions of the Residential Construction Loan Agreement (the "Loan Agreement") between Borrower and Lender, which is incorporated herein by this reference and made a part of this Security Instrument. The Loan Agreement provides for the construction of certain Improvements (the "Improvements") on the Property. All advances made by Lender pursuant to the Loan Agreement shall be an indebtedness of Borrower secured by this Security Instrument as amended, and such advances may be obligatory under the terms of the Loan Agreement. The Security Instrument secures the payment of all sums and the performance of all covenants required by the Lender in the Loan Agreement. Upon the failure of Borrower to keep and perform all of the covenants, conditions and agreements of the Loan Agreement, the principal sum and all interest and other charges provided for in the loan documents and secured hereby shall, at the option of the Lender, become due and payable.

2. **Construction Loan Mortgage.** This Security Instrument is a "construction mortgage" within the meaning of Section 9.334(h) of the Texas Business and Commerce Code securing an obligation incurred for the construction of an improvement on the Property including the acquisition cost of the Property and any notes issued in extension, renewal, or substitution thereof. Borrower affirms, acknowledges and warrants that prior to the recordation of this Security Instrument, as amended, in the Real Property Records of the county or counties where the Property is located, no Improvements contemplated by the Loan Agreement have been constructed or have been delivered to the Property.

3. Future Advances. This Security Instrument shall secure, in addition to the sum evidenced by the Note all funds hereafter advanced by Lender to or for the benefit of Borrower, as contemplated by any covenant or provision contained in the Mechanic's Lien Contract and/or the Loan Agreement or for any other purpose.

4. Disbursements to Protect Security. All sums disbursed by Lender prior to completion of the Improvements to protect the security of this Security Instrument, up to the principal amount of the Note and any future advances, shall be treated as disbursements pursuant to the Loan Agreement. All such sums shall bear interest from the date of disbursement at the rate stated in the Note, unless the collection from Borrower of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate which may be collected from Borrower under applicable law and shall be payable upon notice from Lender to Borrower requesting payment therefor.

5. Assignment of Rights or Claims. From time to time as Lender deems necessary to protect Lender's interest, Borrower shall, upon request of Lender, execute, acknowledge before a notary, and deliver to Lender, assignments of any and all rights or claims which relate to the construction on the Property.

6. Breach by Borrower. In case of breach by Borrower of the covenants and conditions of the Loan Agreement, Lender, at Lender's option, with or without entry upon the Property, (a) may invoke any of the rights or remedies provided in the Loan Agreement, or (b) may accelerate the sums secured by this Security Instrument and invoke any of those remedies provided for in this Security Instrument, or (c) may do both although failure to exercise any of its rights and remedies at any one time does not constitute a waiver of any rights therein.

7. (Reserved)

8. Property. The property, covered by this Security Instrument includes the property described or referred to in this Security Instrument, together with the following, all of which are referred to as the "Property." The portion of the Property described below which constitutes real property is sometimes referred to as the "Real Property." The portion of the Property which constitutes personal property is sometimes referred to as the "Personal Property," listed as follows:

Any and all buildings, improvements (provided in the Loan Agreement or otherwise), and tenements now or hereafter erected on the Property; any and all heretofore and hereafter vacated alleys and streets abutting the Property, easements, rights, appurtenances, rents (subject however to any assignment of rents to Lender), leases, royalties, mineral, oil and gas rights and profits, water, water rights and water stock appurtenant to the Property (to the extent they are included in Borrower's fee simple title); any and all fixtures, machinery, equipment, building materials, appliances, and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property and all replacements and accessions of them, including but not limited to those for the purpose of supplying or distributing heating, cooling, electricity, gas, water, air and light; security and access control apparatus; plumbing and plumbing fixtures; refrigerating, cooking and laundry equipment; carpet, floor coverings and interior and exterior window treatments; furniture and cabinets; interior and exterior sprinkler plant and lawn maintenance equipment; fire preventions and extinguishing apparatus and equipment, water tanks, swimming pool, compressor, vacuum cleaning system, disposal, dishwasher, range, and oven, any shrubbery and landscaping; any and all plans and specifications for development of or construction of Improvements upon the Property; any and all contracts and subcontracts relating to the Property; any and all accounts, contract rights, instruments, documents, general intangibles, and chattel paper arising from or by virtue of any transactions related to the Property, any and all permits, licenses, franchises, certifications, and any other rights and privileges obtained in connection with the Property; any and all products and proceeds arising from or by virtue of the sale, lease, or other disposition of any of the Property; any and all proceeds payable or to be payable under each policy of insurance relating to the Property; any and all proceeds arising from the taking of all or part of the Property for any public or quasi-public use under any law, or by right of eminent domain, or by private or other purchase in lieu thereof; all

building permits, certificates of occupancy, certificates of compliance, any right to use utilities of any kind, including water, sewage, drainage and any other utility rights, however arising, whether private or public, present or future, including any reservation, permit, letter, certificate, license, order, contract or otherwise and any other permit, letter certificate, license, order, contract or other document or approval received from or issued by any governmental entity, quasi-governmental entity, common carrier, or public utility in any way relating to any part of the Property or the Improvements, fixtures and equipment thereon; all other interests of every kind and character which Borrower now has or at any time hereafter acquires in and to the Property, including all other items of property and rights described elsewhere in this Security Instrument.

9. Security Agreement and Financing Statement. This Security Instrument shall be a security agreement granting a Lender a first and prior security interest in all of Borrower's right, title and interest in, to and under the Personal Property, under and within the meaning of Chapter 9 of the Texas Business and Commerce Code, as well as a deed of trust granting a lien upon and against the Real Property. In the event of any foreclosure sale, whether made by Trustee or a substitute trustee, or under judgment of a court, all of the Personal Property may, at the option of Lender, be sold as a whole or in any part thereof. It shall not be necessary to have present at the place of such sale the Personal Property or any part thereof. Lender, as well as Trustee or any substitute trustee on Lender's behalf, shall have all the rights, remedies and recourses with respect to the Personal Property afforded to a "Secured Party" by Chapter 9 of the Texas Business and Commerce Code in addition to and not in limitation of the other rights and recourse afforded Lender and/or Trustee or any substitute trustee under this Security Instrument. Borrower shall, upon demand, pay to Lender the amount of any and all expenses, including the fees and disbursements of Lender's legal counsel and of any experts and agents which Lender may incur in connection with: (i) the making and/or administration of this Security Instrument; (ii) the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon any property, real and/or personal, described in this Security Instrument; (iii) the exercise or enforcement of any of the rights of Lender under this Security Instrument; or (iv) the failure by Borrower to perform or observe any of the provisions or covenants in this Security Instrument.

Lender may, at its election, at any time after the delivery of this Security Instrument, sign one or more copies of this Security Instrument in order that such copies may be used as a financing statement under Chapter 9 of the Texas Business and Commerce Code. Lender's signature need not be acknowledged, and is not necessary to the effectiveness hereof as a deed of trust, a security agreement, or (unless otherwise required by applicable law) a financing statement.

10. Acknowledgment of Vendor's Lien. If any portion of the indebtedness secured by this Security Instrument represents funds advanced by Lender to be used in payment of a portion of the purchase price of the above described Property, then to the extent said indebtedness is applied to the purchase price, same shall be additionally secured by a vendor's lien and superior title and it is expressly agreed that the lien of this Security Instrument shall be cumulative of and without prejudice to such vendor's lien and superior title and that foreclosure hereunder will operate to foreclose such vendor's lien.

11. Completion. Lender shall not be responsible for the completion of the Improvements, and shall not in any way be considered a guarantor or surety of performance by Contractor. In the event the Improvements are not completed by Contractor according to the drawings and specifications, and it is determined for whatever reason the Lender does not have a lien, then Lender shall have a valid lien for its loan amount, less the amount reasonably necessary to complete the Improvements, or in such event Lender, at its option, shall have the right to complete the Improvements, and the lien shall be valid for the loan amount.

12. (Reserved)

13. Invalid Provisions. If any provision of this Security Instrument is declared invalid, illegal, or unenforceable by a court of competent jurisdiction, then such invalid, illegal or unenforceable provision shall be

severed from this Security Instrument and the remainder enforced as if such invalid, illegal or unenforceable provision is not a part of this Security Instrument.

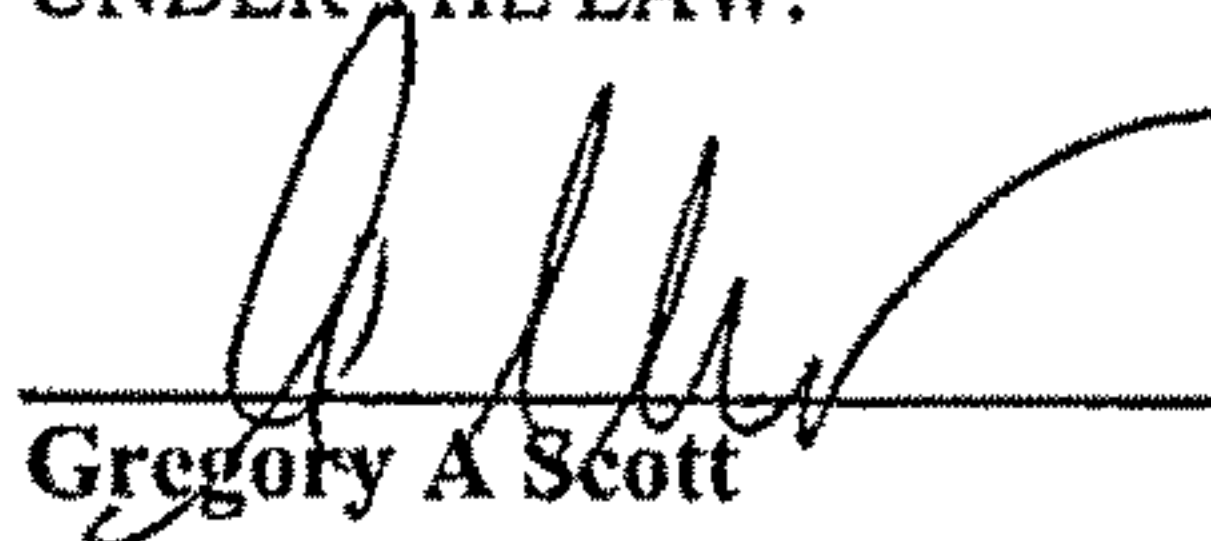
14. Addresses.

The name and address of the Borrower is:
Gregory A Scott and Trudy L Scott
21319 La Pena Dr
San Antonio, TEXAS 78258

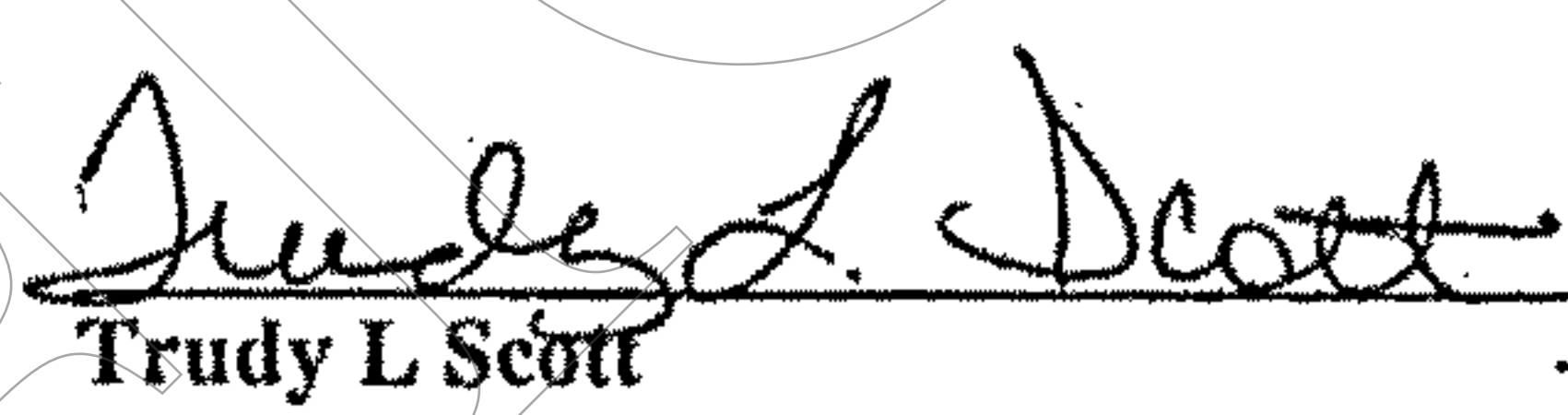
The name and address of the Lender/Secured Party is:
First United Bank & Trust Company
1400 W Main St
Durant, OK 74701

15. Other Provisions. The following notice is required by law:

"IMPORTANT NOTICE: YOU AND YOUR CONTRACTOR ARE RESPONSIBLE FOR MEETING THE TERMS AND CONDITIONS OF THE MECHANIC'S LIEN CONTRACT (THE "CONTRACT"). IF YOU SIGN THIS CONTRACT AND YOU FAIL TO MEET THE TERMS AND CONDITIONS OF THE CONTRACT, YOU MAY LOSE YOUR LEGAL OWNERSHIP RIGHTS IN YOUR HOME. KNOW YOUR RIGHTS AND DUTIES UNDER THE LAW."

 (Seal)

Gregory A Scott -Borrower

 (Seal)

Trudy L Scott -Borrower

ATTENTION COUNTY CLERK: This instrument covers goods that are or are to become fixtures on the property described herein and is to be filed for records where mortgages on real estate are recorded. Additionally, this instrument should be appropriately indexed, not only as a mortgage but as a financing statement covering goods that are to become, fixtures on the Property described herein. The mailing addresses of the Borrower (Debtor) and Lender (Secured Party) are set forth in this instrument.

Loan Number: 7003395524

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 16th day of March, 2023, and is incorporated into and amends and supplements the Mortgage, Mortgage Deed, Deed of Trust, or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to First United Bank & Trust Company, A State Chartered Bank (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

705 Roessler Way
Bulverde, TX 78163
(Property Address)

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

Covenants, Conditions and Restrictions of Record

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

Centennial Ridge
(Name of Planned Unit Development)

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

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

MULTISTATE PLANNED UNIT DEVELOPMENT RIDER
—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
Page 1 of 3

Form 3150 07/2021

IDS, Inc. - 83444

Borrower(s) Initials

AW RS

A. PUD Obligations. Borrower will perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the: (i) Declaration; (ii) articles of incorporation, trust instrument, or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower will promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes, winds, and floods, for which Lender requires insurance, then (i) Lender waives the provision in Section 3 for the portion of the Periodic Payment made to Lender consisting of the yearly premium installments for property insurance on the Property, and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy. What Lender requires as a condition of this waiver can change during the term of the loan. Borrower will give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy. In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and will be paid to Lender. Lender will apply the proceeds to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower

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

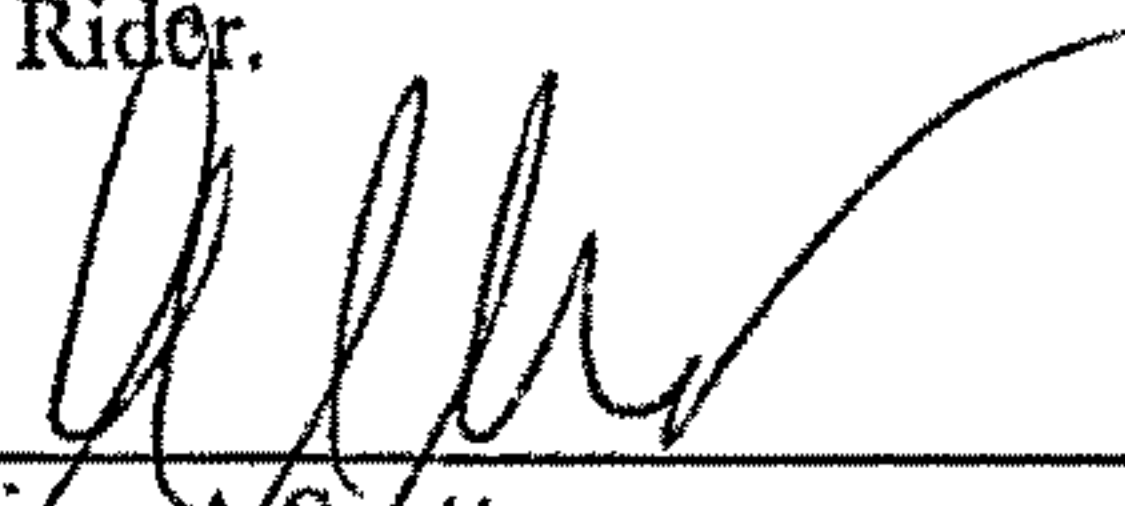
D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and will be paid to Lender. Such proceeds will be applied by Lender to the sums secured by the Security Instrument as provided in Section 12.

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

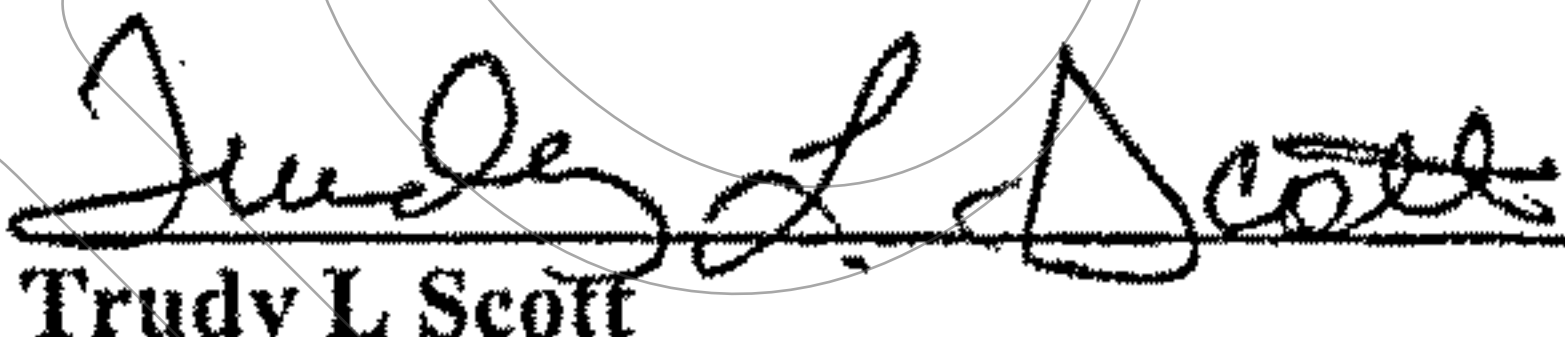
Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

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

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



Gregory A Scott (Seal) -Borrower



Trudy L Scott (Seal) -Borrower

**Filed and Recorded
Official Public Records
Bobbie Koepf, County Clerk
Comal County, Texas
03/17/2023 08:03:25 AM
CHRISTY 24 Pages(s)
202306008195**



Bobbie Koepf