



PLANNING DEPARTMENT COUNTY OF HIDALGO

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No. 1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No. 3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

RECEIVED
[Signature]
JAN 11 2012
APPLICATION

Raul E. Sesin, P.E., CFM
Planning Administrator

Chapter 232, Texas Local Government Code APPLICATION

No. _____

PLEASE PRINT (BLUE INK ONLY)

DATE PERMIT ISSUED: _____

- Name of Subdivision: Citrus tree Lot No.: 2 Block No.: _____
 - Owner of Property: Oscar Oviedo Jr. & Jorge Oviedo Phone No.: 956.414.8381
Mailing Address: 304 Santa Elena Ave. City: San Juan State: TX Zip: 78589
 - Name of Applicant (If Not Owner): N/A Phone No.: _____
Mailing Address: N/A City: _____ State: _____ Zip: _____
 - Water System: Sharyland WSC Agua S.U.D. North Alamo WSC Military WSC
 City of Alamo Other: _____
 - Sewage Treatment: Installing Septic Tank Existing Septic Tank
 Sewer System Provider: _____
 - Class of Work: New Residential Construction Addition No. of Bedrooms to be added: _____
 Move-in Wood Frame Home Apartment Complex Total Number of Bedrooms: _____
 Mobile Home/RV Commercial: Car lot Barn Church Other: _____
 - Material Used: Brick Block Wood Metal Other: _____
 - Total Cost of Structure: \$,000.⁰⁰ Size of Structure (Total sq. ft.): 60' x 12' = 720 SQ
 - Existing Structures on Property: Yes No Describe Structure: Mobile Office
- If Yes was a permit obtained? Yes No | Reason permit not obtained? _____

For Additions Only
Approved by Health Dept.: _____
Date Approved: _____

ALL SETBACKS AND FINISHED FLOOR ELEVATIONS SHALL BE IN COMPLIANCE WITH THE SUBDIVISION PLAT AND/OR ANY DEED RESTRICTIONS. NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING PER LOT. APPLICANTS SHALL COMPLY WITH ALL THE PLAT AND/OR DEED RESTRICTIONS AND REQUIREMENTS AFFECTING THE LOT. A DRAINAGE SITE PLAN, PARKING LOT PLAN, ON-SITE SEWAGE DESIGN SYSTEM, AND A FIRE MARSHALL PERMIT APPLY TO COMMERCIAL/MULTI-FAMILY APPLICATIONS. APPLICANT ACKNOWLEDGES THAT A DEVELOPMENT PERMIT IS REQUIRED FOR THE CONSTRUCTION OF ANY STRUCTURE PRIOR TO THE COMMENCEMENT OF IMPROVEMENTS AND THE APPLICATION FEE SHALL BE DOUBLED FOR CONSTRUCTION COMMENCING AND/OR STRUCTURES MOVED IN PRIOR TO OBTAINING AN APPROVED APPLICATION. APPLICANT ACKNOWLEDGES THAT HE/SHE WILL COMPLY WITH THE COUNTY FIRE MARSHALL BUILDING CODE REQUIREMENTS, COUNTY FLOODPLAIN ORDER, COUNTY ORDER ADOPTING RULES FOR ON-SITE SEWAGE FACILITIES, AND TITLE 30 PART I CHAPTER 285 SUBCHAPTER A TEXAS COMMISSION ON ENVIRONMENTAL QUALITY GENERAL PROVISIONS FOR ON-SITE SEWAGE FACILITIES PRIOR TO CONSTRUCTING, ERECTING, OR ALTERING ANY STRUCTURE ON SAID PROPERTY. APPLICANT ACKNOWLEDGES THAT NO FINAL UTILITY SERVICE SHALL BE PROVIDED TO ANY STRUCTURE UNTIL SAID STANDARDS ARE MET.

PERSON SIGNING MUST BE THE NAME SHOWN ON THE DEED OR PROVIDE NOTARIZED AFFIDAVIT AUTHORIZING SIGNATURE ON BEHALF OF OWNER

PLEASE SIGN IN BLUE INK

Signature of Owner/Applicant: Oscar Oviedo Jr. Date: 1/6/12 20 12

KINGLAWFIRM

3409 NORTH 10TH STREET
McALLEN, TEXAS 78501
(956) 687-6294

Fax: (956) 887-5514

www.klngrgvlaw.com

JOHN ROBERT KING

BOARD CERTIFIED -
CIVIL TRIAL LAW
FAMILY LAW
FARM & RANCH REAL ESTATE LAW
COMMERCIAL REAL ESTATE LAW
RESIDENTIAL REAL ESTATE LAW
TEXAS BOARD OF LEGAL SPECIALIZATION

ROBIN C. CROW

BOARD CERTIFIED - FAMILY LAW
TEXAS BOARD OF LEGAL
SPECIALIZATION

DAVID DeGROOT

COUNSELOR AT LAW

December 28, 2011

Via Hand-Delivery

Mr. T. J. Arredondo, Planning Supervisor
County of Hidalgo Planning Department
1304 South 25th Street
Edinburg, Texas 78539

*Re: Request for Zoning Change on Lot 2, Citrus Tree Subdivision, according to the map or plat thereof recorded in Volume 50, Page 167, Map Records, Office of the County Clerk of Hidalgo County, Texas
Property Owner: Jorge Oviedo and Oscar Oviedo, Jr.*

Dear Mr. Arredondo:

Thank you for talking with me about this situation by telephone yesterday.

I understand that Mr. Oviedo has been working with you since early Fall to receive permission for electrical connections and other matters in order to open his business on the property that he purchased.

As you and I discussed, there is apparently at least one adjacent landowner who is insisting that the use of the property requested by Mr. Oviedo violates the Declaration of Covenants and Restrictions for Citrus Tree Subdivision. However, even though the document in question states it is "for Citrus Tree Subdivision" in the heading and in the introductory paragraph, the document itself refers to real property located in Hidalgo County, Texas "described on Exhibit A attached hereto". As you and I further discussed, there is no Exhibit A attached to the document in question.

It is my opinion that, based on the design of the subdivision, that the restrictions in question could very well have been intended just for those lots facing El Dora Road, since that is certainly interior in the subdivision and in support of single family residences only, while the three lots facing Alamo Road could have been just as easily intended to be commercial and not to be covered by this set of restrictions.

December 28, 2011
Mr. T. J. Arredondo, Planning Supervisor
County of Hidalgo Planning Department
Page 2 of 2

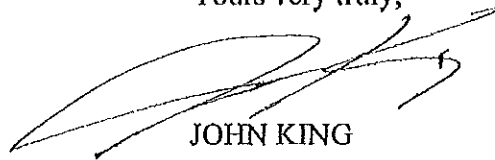
In any event, because the restrictions are ambiguous with the absence of an attached Exhibit A, we would respectfully request that the Planning Department make a decision not to be involved in the determination of the applicability of the restrictions, and grant Mr. Oveido's permit strictly with the basis of the fact that his lot is located on what is generally accepted as a commercial thoroughfare.

Obviously, the homeowner who has discussed this with you has the absolute right to attempt to enforce the restrictions, and I believe if they wish to do that, then it would be a private lawsuit. I do not believe the County has a policy of attempting to enforce subdivision restrictions.

I appreciate your talking with me, and would also appreciate your granting the permit to Mr. Oveido since this has been before you for so long.

Please telephone me with your decision on this matter, at (956) 687-6294.

Yours very truly,

A handwritten signature in black ink, appearing to read 'John King', with a stylized flourish extending to the right.

JOHN KING

JK:rc

KINGLAWFIRM

3409 NORTH 10TH STREET
McALLEN, TEXAS 78501
(956) 687-6294
Fax:(956) 887-5514

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TEXAS BOARD OF LEGAL
SPECIALIZATION

DAVID DeGROOT
COUNSELOR AT LAW

January 5, 2012

Via Hand-Delivery

Mr. T. J. Arredondo, Planning Supervisor
County of Hidalgo Planning Department
1304 South 25th Street
Edinburg, Texas 78539

*Re: Request for Zoning Change on Lot 2, Citrus Tree Subdivision, according to the map or plat thereof recorded in Volume 50, Page 167, Map Records, Office of the County Clerk of Hidalgo County, Texas
Property Owner: Jorge Oviedo and Oscar Oviedo, Jr.*

Dear Mr. Arredondo:

To confirm my further conversation with regard to Oscar Oveido, Jr. and Jorge Oviedo, we have advised them that even though the County has allowed the necessary permits to their company, and allows the utility connections, that this does not mean that there can not be a private action brought by an adjoining landowner to enforce the subdivision restrictions which you and I discussed.

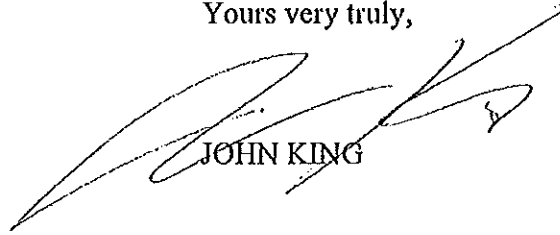
I further advised them that the County has called this to their attention and to mine, and that the County accepts no responsibility in the event that they are sued by private individuals after receiving their permits.

Both Oscar Oviedo, Jr. and Jorge Oviedo have agreed that they have received these warnings and that they certainly understand that there is no recourse against the County should such a lawsuit occur.

January 5, 2012
Mr. T. J. Arredondo, Planning Supervisor
County of Hidalgo Planning Department
Page 2 of 2

Oscar Oviedo, Jr. and Jorge Oviedo have indicated their acknowledgment of these warnings and understanding by their signature of approval hereinbelow.

Yours very truly,



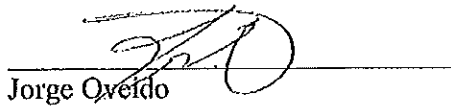
JOHN KING

JK:rc

Agreed to:



Oscar Oveido, Jr.



Jorge Oveido

Recorded On: 2006-Aug-01 As: 1646029

Hidalgo County
Eddy Trevino
County Clerk
Edinburg, TX 78540



Instrument Number: 2006-1646029

Recorded On: August 01, 2006

As
Recording

Parties:

Billable Pages: 6

To

Number of Pages: 7

Comment: DECLARATION

** Examined and Charged as Follows: **

Recording	36.00
Total Recording:	36.00

***** THIS PAGE IS PART OF THE INSTRUMENT *****
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is Invalid and unenforceable under federal law.

File Information:

Document Number: 2006-1646029
Receipt Number: 786169
Recorded Date/Time: August 01, 2006 04:11P

Record and Return To:

MARJORIE M. BLACKLAWS
ROY A. BLACKLAWS
P.O. BOX 299
ALAMO TX 78516

User / Station: G Salinas - Cash Station 01



STATE OF TEXAS
COUNTY OF HIDALGO

I hereby certify that this instrument was FILED in the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Hidalgo County, Texas

Eddy Trevino
County Clerk
Hidalgo County, TX

DATE JAN 11 2012

A true copy I certify
ARTURO GUAJARDO, JR.
County Clerk, Hidalgo County, Texas
By [Signature] Deputy

Recorded On-2006-Aug-01 As-1646029

1646029

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CITRUS TREE SUBDIVISION

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR CITRUS TREE SUBDIVISION is made on July 31, 2006, by ROY A. BLACKLAWS AND MARJORIE M. BLACKLAWS, CO-TRUSTEES OF THE BLACKLAWS FAMILY LIVING TRUST, whose mailing address is P.O. Box 299, Alamo, Hidalgo County, Texas 78516.

Recitals

- 1. Declarant is the owner of all that certain real property (the "Property") located in Hidalgo County, Texas, described on Exhibit A attached hereto and made a part hereof for all purposes; and
2. Declarant has devised a general plan for the entire Property as a whole, with specific provisions for particular parts and parcels of the Property. This general plan provides a common scheme of development designed to protect and safeguard the Property over a long period.
3. This general plan will benefit the Property in general, the parcels and lots that constitute the Property, Declarant, and each successive Owner of an interest in the Property.
4. Therefore, in accordance with both the doctrines of restrictive covenant and implied equitable servitude, Declarant desires to restrict the Property according to these covenants, conditions, and restrictions in furtherance of this general development plan.

NOW, THEREFORE, it is declared that all of the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions.

ARTICLE I
DEFINITIONS

Section 1. "Declarant" shall mean and refer to Roy A. Blacklaws and Marjorie M. Blacklaws, Co-trustees of The Blacklaws Family Living Trust, in their capacity as the initial developer of the Subdivision, and their successors and/or assigns.

Section 2. "Lot" shall mean any of the numbered lots as shown on the recorded map of the Subdivision filed of record in Hidalgo County, Texas, as same may from time to time be amended.

Section 3. "Mortgage" shall mean a conventional mortgage or a deed of trust.

DATE JAN 11 2012

A true copy I certify
ARTURO GUAJARDO, JR.
County Clerk, Hidalgo County, Texas
By [Signature] Deputy

Recorded On: 2006-Aug-01 As: 1646029

Section 4. "Owner" shall mean the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, and shall include contract sellers, but shall not include those holding title merely as security for performance of an obligation.

Section 5. "Subdivision" shall mean the subdivided Property herein before described and such additions thereto.

Section 6. "Properties" shall mean and refer to that certain real Property hereinbefore described, and such additions thereto.

Section 7. "Developer" shall mean Roy A. Blacklaws and Marjorie M. Blacklaws, Co-trustees of The Blacklaws Family Living Trust so long as they shall own any Lot within the Properties.

**ARTICLE II
EASEMENTS**

(a) Easements for installation and maintenance of utilities and drainage facilities are shown on the recorded Subdivision map. Within these easements, no structure shall be placed or permitted to remain which may damage or interfere with the installation and flow of drainage facilities in the easements. The easement area of each Lot and all improvements therein shall be continuously maintained by the Owner of such Lot, except for improvements for maintenance of which a public authority or utility company is responsible.

(b) No dwelling unit or other structure of any kind shall be built, erected, or maintained on any such easement, reservation, or right-of-way, and such easements, reservations, and rights-of-way shall at all times be open and accessible to public and quasi-public utility corporations, their employees and contractors, and shall also be open and accessible to Declarant, its successors and assigns, all of whom shall have the right and privilege of doing whatever may be necessary in, on, under, and above such locations to carry out any of the purposes for which easements, reservations, and rights-of-way are reserved.

**ARTICLE III
USE RESTRICTIONS**

Section 1. Residential Use. All Lots, and each one thereof, are currently for single-family residential purposes only. So long as the Subdivision plat restricts the use of the Lots to residential purposes, and with regard to any Lot so designated, no building or structure intended for or adapted to business purposes shall be erected, placed, permitted or maintained on such premises, or on any part thereof. No improvement or structure whatsoever, other than a private dwelling house, patio walls, swimming pool and related buildings, garage, or servant's quarters may be erected, altered, placed, maintained or permitted to remain on any Lot in the Subdivision.

Section 2. Construction Specifications.

(a) The exterior walls of any residence shall consist of not less than eighty percent (80%) masonry (brick or stone) construction.

DATE JAN 11 2012
A true copy I certify
ARTURO GUAJARDO, JR.
County Clerk, Hidalgo County, Texas
By [Signature] Deputy

Recorded On: 2006-Aug-01 AS-1646029

(b) The front and side yards of each home as seen from any street within the Subdivision shall be covered or maintained in a neat appearance with grass, trees, shrubs, or other green vegetation. Paving of the front yard is not permitted.

(c) Each Owner is required to furnish a copy of these restrictions to any buyer of each residence sold in the Subdivision.

Section 3. Setbacks. All buildings, structures, fences, hedges, outbuildings and appurtenances are subject to the setback restrictions stated in the Subdivision plat.

Section 4. Easements. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Subdivision plat. No utility company, water district, political Subdivision, or other authorized entity using the easement herein referred to shall be liable for any damage done by them or their assigns, agents, employees or servants to shrubbery, trees or flowers, or to other property of the Lot Owner situated within any such easements.

Section 5. Noxious or Offensive Activities Prohibited. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the Subdivision.

Section 6. Occupancy. No private dwelling house erected upon any Lot shall be occupied in any manner during construction, nor at any time prior to its being fully completed. Nor shall any residence, when completed, be in any manner occupied until made to comply with the approved plans, the requirements herein and all other covenants, conditions, reservations and restrictions herein set forth. No temporary outbuilding, trailer home or other temporary structure shall be placed or erected upon any Lot either permanently or temporarily.

Section 7. Garbage Tanks, Equipment, Etc. No Lot shall be used or maintained as a dumping ground for rubbish or trash and no garbage or other waste shall be kept except in sanitary containers. All equipment for the storage and disposal of such materials shall be kept in a clean and sanitary condition. No construction debris shall be allowed to accumulate on building sites.

Section 8. Prohibited Activities. No professional business or commercial activity to which the general public is invited shall be conducted on any residential Lot.

Section 9. Utility Lines and Antennas. All electrical service and telephone lines shall be placed underground. No exposed or exterior radio or television transmission or receiving tower, dishes or antennas shall be erected, placed, or maintained on any of the Lots so as to be visible from the public street. Any waiver of these restrictions shall not constitute a waiver as to other Lots, lines or antennas. Notwithstanding the provisions of this Section, satellite receiving dishes are permissible.

Section 10. Declarant's Special Rights. Declarant or the transferee of Declarant shall undertake the work of developing all Lots included within the Subdivision. The completion of that work, and the sale, rental, or other disposal of residential units is essential to the establishment and welfare of the Subdivision as an ongoing residential community. In order that such work may be completed and the Subdivision be established as a fully occupied residential community as soon as possible, nothing in this declaration shall be understood or construed to:

DATE JAN 11, 2012

A true copy I certify
ARTURO GUAJARDO, JR.

County Clerk, Hidalgo County, Texas

By [Signature] Deputy

Recorded On 2006-Aug-01 As-1646029

(a) Prevent Declarant, Declarant's transferee, or the employees, contractors, or subcontractors of Declarant's transferee from doing on any part or parts of the Subdivision owned or controlled by Declarant or Declarant's transferee or their representatives, whatever they determine may be reasonably necessary or advisable in connection with the completion of such work;

(b) Prevent Declarant, Declarant's transferee, or the employees, contractors, or subcontractors of Declarant or Declarant's transferee from constructing and maintaining on any part or parts of the Subdivision Property owned or controlled by Declarant, Declarant's transferee, or their representatives, such structures as may be reasonably necessary for the completion of such work, the establishment of the Subdivision as a residential community, and the disposition of Lots by sale, lease, or otherwise;

(c) Prevent Declarant, Declarant's transferee, or the employees, contractors, or subcontractors of Declarant or Declarant's transferee from constructing and maintaining on any part or parts of the Subdivision Property owned or controlled by Declarant or Declarant's transferee or their representatives, the business of completing such work, of establishing the Subdivision as a residential community, and of disposing of Lots by sale, lease, or otherwise; or

(d) Prevent Declarant, Declarant's transferee, or the employees, contractors, or subcontractors of Declarant or Declarant's transferee from maintaining such sign or signs on any of the Lots owned or controlled by any of them as may be necessary in connection with the disposition of Lots by sale, lease, or otherwise.

As used in this Section, the words "its transferee" specifically exclude purchasers of Lots improved with completed residences.

ARTICLE IV.
OWNER'S OBLIGATION TO REPAIR AND MAINTAIN

Section 1. Repair. Each Owner shall, at Owner's sole cost and expense, repair Owner's residence, keeping the same in a condition comparable to the condition of such residence at the time of its initial construction, excepting only normal wear and tear.

Section 2. Exterior Maintenance. Each Owner shall, at Owner's sole cost and expense, keep Owner's Lot mowed and free from trash and debris, and shall maintain the premises in a neat and orderly manner. No brush, trash, junk or debris shall be left on any Lot other than as described herein.

ARTICLE V.
GENERAL PROVISIONS

Section 1. Enforcement. Declarant or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, and charges now or hereafter imposed by the provisions of this declaration. Failure by Declarant or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

DATE JAN 11 2012
A true copy I certify
ARTURO GUAJARDO, JR.
County Clerk, Hidalgo County, Texas
By [Signature] Deputy

Recorded On-2006-Aug-01 As-1646029

Section 3. Amendments. Covenants and restrictions of this Declaration may be amended by duly recording an instrument executed and acknowledged by not less than three-quarters (3/4) of the Owners.

Section 4. Attorney's Fees. If any controversy, claim, or dispute arises relating to this instrument, its breach, or enforcement, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees, and costs.

Section 5. Liberal Interpretation. This Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the Property.

Section 6. Notice. Any notice required or permitted by this Declaration to be given to an Owner may be given by mail. If mailed, a notice is deemed delivered when deposited in the mail, with postage prepaid, addressed to the person at his or her address as it appears on the most recent property tax rolls.

Section 7. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Declarant or any Owner for a period of thirty (30) years from the date hereof, and thereafter shall continue automatically in effect for additional periods of ten (10) years, unless otherwise agreed to in writing by then Owners of at least three-quarters (3/4) of the Subdivision Lots.

EXECUTED effective as of July 31, 2006

R.A. Blacklaws

ROY A. BLACKLAWS, CO-TRUSTEE OF
THE BLACKLAWS FAMILY LIVING
TRUST

Marjorie Blacklaws

MARJORIE M. BLACKLAWS, CO-
TRUSTEE OF THE BLACKLAWS FAMILY
LIVING TRUST

DATE JAN 17 2012

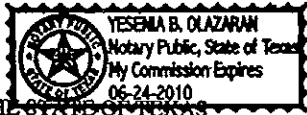
A true copy I certify
ARTURO GUAJARDO, JR.
County Clerk, Hidalgo County, Texas
By Am Deputy

Recorded-On:2006-Aug-01 As:1646029

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

This instrument was acknowledged before me on July 31st, 2006, by ROY A. BLACKLAWS.



THE STATE OF TEXAS §

COUNTY OF HIDALGO §

Yesenia B. Olazaran
Notary Public, State of Texas

This instrument was acknowledged before me on July 31st, 2006, by MARJORIE M. BLACKLAWS.



Yesenia B. Olazaran
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Marjorie M. Blacklaws
Roy A. Blacklaws
P.O. Box 299
Alamo, Texas 78516

JAN 11 2012

DATE

A true copy I certify
ARTURO GUAJARDO, JR.
County Clerk, Hidalgo County, Texas
By Arturo Guajardo Deputy