

PLANNING DEPT. PCT 3 CERTIFICATE OF PLAT & UTILITY STATUS		
	APPLICANT	APPLICATION NO.
1.	Ana De La Cerda C/O Juan Carlos Padron	3-11980
	COMM. COURT: April 17, 2012	



# PLANNING DEPARTMENT

Rev. 02-19-10

## County of Hidalgo

Main Office  
1304 South 25<sup>th</sup> 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

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

Precinct 1 <sup>23</sup>4

Application No:

3-11980

12/28/11

### HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of: Ana Dela Cerda

c/o Name: Juan Carlos Padron

Address: 7818 Goodch Rd  
Mission TX  
78574

(956) Phone: 600-0405

Approved by Environmental Health:	Temporary Service Authorized Signature	Final Service Authorized Signature
Inspection/Permit No:		
Date Approved:	1 1	4 15 12

Water Supplier: NA

Utility Provider: [ ] M.V.E.C. [X] AEP

Account/ESI No.: 100327894-46397738  
[ ] Temporary Pole [X] Permanent Service

regarding the land described as:

Elite Village Ph I Lot 15

on \_\_\_\_\_, 20\_\_\_\_, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232.028(b):

Fill in "yes" or "no" in each blank

- YES A plat has been prepared;
- YES A plat has been reviewed and approved by the Commissioners Court;
- YES water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable;
- NO an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable;
- YES individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023;
- YES electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023.

(Date approved 1/22/09);

(verified by Roy Cantu);

(verified by Roy Cantu);

(verified by Roy Cantu);

(verified by Roy Cantu);

Sandra Cantu 4/5/12  
Planning Department Authorized Signature

\_\_\_\_\_  
Hidalgo County Judge

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Hidalgo County Clerk

\_\_\_\_\_  
Date



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956-205-7045  
956-205-7049

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

Application No:

Precinct 1 2(3)4  
3-11980  
12/28/11

### REQUEST FOR HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

In my status and for the land indicated below, which is located outside of any municipality, I request that the Hidalgo County Commissioners Court make the determinations regarding plat and utility status described in Texas Local Government Code § 232.028(b) and issue a certificate of such determinations:

PARTY MAKING REQUEST: Ana De la Cerda

c/o Name: Juan Carlos Padron

Address: 7618 Gooch Rd

Mission TX 78574  
Phone: (956) 600-0405

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.):

Elite Village Ph1 Lot 15

STATUS OF PERSON OR ENTITY MAKING REQUEST:

- Subdivider
- Owner of lot in subdivision
- Resident of lot in a subdivision
- Entity that provides utility service

Ana Maria de la Cerda  
Requesting Party (Signature)

4/5/12  
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

- Deed
- Executory Contract
- Lease

- Rent Receipt
- Affidavit
- Other (describe) copy of permit

.....  
This part to be filled out by receiving county official:

Location of land verified and completed request accepted by Hidalgo County for processing on:

4/14/12  
Date

[Signature]  
County Official

Chapter 232 Texas LGC Application

APPLICATION NO: 3-11980 Dec. 28, 2011

COUNTY OF HIDALGO PLANNING DEPARTMENT PO DRAWER B EDINBURG TX 78539 TEL 318-2840 FAX 318-2844

E5140-01-000-0015-00

[1] OWNER: DE LA CERDA, ANA 7618 GOOCH RD MISSION, TX 78574 Telephone No. 890-2450

[7] LEGAL DESC./NAME OF SUBDIVISION ELITE VILLAGE PH 1 LOT 15 ZONE -44

LOCATION: 0 TEXAN RD & 4 ML

[2] CONTRACTOR: SELF

[8] SEWAGE: EXIST

[3] WATER SYSTEM: AGUA

[9] CONSTRUCTION TYPE: META

[4] PURPOSE OF APPLICATION: MOBILE HOMES 44-MOBILE HOMES/ RV

[10] EST. COST OF CONST.: \$700

[5] SIZE OF STRUCTURE: 648 Sq. Ft.

[11] SPECIAL FLOOD HAZARD AREA: YES NO

[6] USE OF BUILDING: RES NEW M/H

Special Conditions: No construction allowed over any easements. F25 R85 S6

FOR COUNTY USE ONLY APPLICATION FEES

Prepared by [Signature] Date 12/22/11

OTHER TOTAL AMOUNT \$30.00

Approved by [Signature] Date 12/27/11

Light [X] Water [X]

Flood Zone: NO Panel No. /Suffix: Pct: 3

Community No.:

Certification of Elevation Required: YES NO BFE

Signature of Owner or Applicant [Signature] Date 12/28/11

- A. Setbacks front, side & rear shall be in any deed restrictions. B. No more than one single family residence per lot. C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot. D. Permit fee shall be doubled for construction commencing or structures moved in prior to obtaining a permit. E. Applicant/owner states that no structures exist on this tract of land. If found in violation, permit may be revoked.

[ NOTICE ]

SEPARATE PERMITS ARE REQUIRED FOR SEPTIC TANKS. THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS. OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF ONE YEAR AT ANYTIME AFTER WORK IS COMMENCED.

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

Hidalgo County  
Arturo Guajardo Jr.  
County Clerk  
Edinburg, TX 78540



70 2010 02158249

Instrument Number: 2010-2158249

Recorded On: November 29, 2010

As  
Recording

Parties:

To

Billable Pages: 3  
Number of Pages: 4

Comment: WARR DEED W/LIEN LOT 15

\*\* Examined and Charged as Follows: \*\*

Recording	24.00
Total Recording:	24.00

HEAD  
Burger  
AS

\*\*\*\*\* 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: 2010-2158249  
Receipt Number: 1160779  
Recorded Date/Time: November 29, 2010 02:55P

Record and Return To:  
TOP FRUIT INC.  
PO BOX 720883  
MCALLEN TX 78504

User / Station: P Diaz - Cash Superstation 10



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

Arturo Guajardo Jr.  
County Clerk  
Hidalgo County, TX

## SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

Date: November 23, 2010

Grantor: Top Fruit, Inc., a Texas Corporation  
 Grantor's Mailing Address:  
 P.O. Box 720883  
 McAllen, Texas 78504

Grantee: Ana Maria De La Cerda

Grantee's Mailing Address (including county):  
 7618 Gooch Road  
 Mission, Texas 78574  
 Hidalgo County, Texas

Consideration: Ten Dollars and other valuable consideration paid by Grantee to Grantor, the receipt of which is hereby acknowledged, and the further consideration of a note of even date that is in the principal amount of Twenty-Five Thousand Four Hundred Dollars and No Cents (\$25,400.00), and is executed by Grantee, payable to the order of Grantor (the "Purchase Note"). The Purchase Note is secured by a vendor's lien retained in this deed and by a deed of trust of even date to Robert Geissler, Trustee.

Property (including any improvements):

Lot(s) 15, Elite Village Subdivision Phase I, as shown by the map or plat thereof filed for record in the Office of the County Clerk of Hidalgo County, Texas under Clerk's File Number 1968970.

Reservations from and Exceptions to Conveyance and Warranty:

1. Visible and apparent easements on or across the subject property;
2. Rights of parties in possession;
3. Easements, rights-of-way, and prescriptive rights, whether of record or not;
4. All recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property;
5. Rights of adjoining owners in any walls and fences situated on a common boundary;
6. Any discrepancies, conflicts, or shortages an area or boundary lines;
7. Any encroachments or overlapping of improvements;
8. All rights, obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of any Water Improvement District, Irrigation District, or other applicable governmental district, agency, or authority;
9. Taxes for the current year and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership;
10. The prior reservation or conveyance of all oil, gas, and other minerals previously reserved or conveyed by any parties having the right to do so;
11. All Easements, restrictions, set back lines, drainage swale requirements, and other matters shown on the plat of Elite Village Subdivision Phase I, as shown on the plat thereof, recorded in 1968970, of the Map records of Hidalgo County, Texas; and
12. Subdivision Restrictions filed for record in the Office of the County Clerk of Hidalgo County, Texas affecting the subject property.

The Property shall be held, sold and transferred, conveyed and occupied subject to the covenants, conditions, restrictions, easements, uses, privileges, charges and liens hereafter set forth, all of which shall be binding on all parties having or acquiring any right, title and interest therein and shall inure to the benefit of each Owner:

1. Lots 1, 2, 33, and 34 may be used for commercial purposes. All other lots shall be used for single family residences only.
2. No residence shall be constructed on any Lot until all necessary building permits and licenses have been obtained by the owner of the Lot;
3. No residence can be occupied until (i) potable water and electricity have been fully installed to the residence; (ii) the residence shall have at least one working restroom in the residence, which is tied into an underground septic tank (no outdoor toilets are allowed); and (iii) the exterior of any residence must be complete, including the installation of all doors and windows to the residence.
4. No noxious or offensive activity shall be carried on upon any of the Lots. The use and discharge of pistols, rifles, shotguns and other firearms on any part of the Subdvision is prohibited.
5. All pets must be maintained within the perimeter of a Lot; if necessary, through the installation of a fence. No farm animals, livestock, or poultry of any kind shall be raised, bred or maintained on the Lot.

6. No Lot shall be used or maintained as a dumping ground for rubbish, trash, junk garbage or other waste material.
7. Each owner must keep his or her Lot reasonably clean and neat and the grass cut. Automobiles not in working order shall be parked behind the residence, as well as all equipment, building materials and other property of Owner. All clotheslines, satellite dishes or receivers shall be placed or installed in the rear of the residence (out of sight, if possible). No overnight street side parking will be permitted.
8. These restrictions and agreements are to run with the Property for twenty-five (25) years from the date this instrument is first recorded. These restrictions shall be automatically extended for successive periods of 10 years each, unless an instrument signed by a majority of the owners of the Lots has been recorded, agreeing to change, amend or cancel said restrictions in whole or in part.
9. The restrictions set out herein are for the benefit of the Owner and its successors and assigns and equally for the benefit of any subsequent owner of a Lot or Lots in the subdivision and his heirs, executors, administrators and assigns. Accordingly, all of such restrictions shall be constructed to be covenants running with the land, enforceable at law or in equity by any one or more of said parties.
10. Invalidation of any one or more of these restrictions by judgement or court order shall not affect the enforceability or the balance of such restrictions.
11. The Property shall be subject to the following minimum building setback lines:
  1. Building setback lines
    - Front - 25 feet
    - 40 Feet on Texan Road
    - Rear - 15 feet or to easement line, whichever is greater
    - Side - 6 feet or easement, whichever is greater
  2. 6' foot buffer fence is required along the rear of all lots
  3. Corner Side - 10 feet corner garage side or to easement line, whichever is greater
  4. On lots 6 through 19 fences must be installed on the South line of the 30 foot irrigation easement and on the west line of the 20 foot irrigation easement
12. If two or more lots, or fractions thereof, are consolidated into a single building site these setback provisions shall be applied to such resultant building site as if it were one original, platted lot.

Commercial Lots. The following provisions shall apply to the Lots used for commercial purposes:

1. All improvements shall have a minimum square footage of 400 square feet.
2. All permanent improvements shall be constructed on a concrete slab or concrete piers and all portable buildings shall be adequately tied down.
3. No Commercial Lot shall be used for the storage of junk or salvage, including but not limited to: vehicles, tires and appliances.
4. All "Flea Market" type operations shall be conducted within an enclosed building and shall have adequate restroom facilities to handle peak loads.
5. Any Owner of a Commercial Lot which abuts residential property shall, at such Owner's expense, construct and maintain a six foot wood or masonry fence on all sides abutting residential property, to act as a buffer. The side facing the street shall be no closer to the street than the setback line as designated on the plat of the subdivision.
6. No underground storage tanks of any kind shall be allowed on any Commercial Lot until the lot has been paid in full, and, Owner has obtained all permits and licenses required by local, state or federal law.
7. Multi-family dwellings such as duplexes and apartment buildings shall be allowed on Commercial Lots.
8. There shall be no cantinas, lounges, adult-oriented businesses or businesses which sell alcoholic beverages for on site consumption other than restaurants which also sell food for on site consumption in a family atmosphere. All restaurants shall have an enclosed or screened-in area for their customers to occupy while they consume the food purchased at such restaurant.
9. Drive-through type convenience stores shall be allowed.
10. In addition to the uses permitted by this instrument, all owners will be required to comply with all governmental regulations pertaining to the use of the Property, and the regulations of any city or other body having extra-territorial jurisdiction over the Subdivision.

SAVE AND EXCEPT, and there is hereby reserved unto Grantor, Grantor's successors and assigns, all oil, gas, and other minerals in, on, or under, or that may be produced from the Property, together with the right of ingress and egress at all times for the purpose of mining, drilling, exploring, operating, and developing said Property for oil, gas, and/or other minerals and removing the same therefrom.

SAVE AND EXCEPT, and there is hereby reserved unto Grantor, Grantor's successors and assigns, (to the fullest extent permitted by law) all water rights and rights to water (whether riparian, appropriative or otherwise) presently appended or annexed to said property.

If the Property is subject to an existing Lease for oil and gas, or oil, gas and other minerals, Grantor is entitled to receive the royalties and other benefits that are associated with the Property and payable under the Lease. Grantor, for the consideration and subject to the reservations from, and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the Property, together with all and

singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty, when the claim is by, through, or under Grantor, but not otherwise.

By the acceptance of this Deed, Grantee is taking the Property "as is", "where is" and "with all faults", and without any representations or warranties whatsoever, express or implied, written or oral, it being the intention of Grantor and Grantee to expressly negate and exclude all representations and warranties, including, but not limited to (i) the physical condition of the property or any element thereof, including, without limitation, warranties related to suitability for habitation, merchantability or fitness for a particular purpose; (ii) the nature or quality of construction, structural design and engineering of any improvements; (iii) the quality of the labor and materials included in any improvements; (iv) the soil conditions; drainage or other conditions existing at the property with respect to any particular purpose, developmental potential or otherwise; (v) all warranties created by any affirmation of fact or promise or by any description of the property; and (vi) all other warranties and representations whatsoever, except the warranty of title expressly set forth herein.

The vendor's lien against and superior title to the property are retained until the Purchase Note is fully paid according to its terms, at which time this deed shall become absolute.

When the context requires, singular nouns and pronouns include the plural.

Top Fruit, Inc., a Texas Corporation

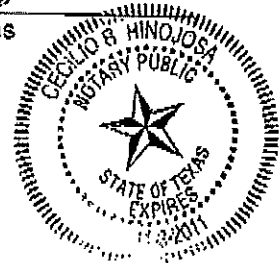
BY: Laura Coffman  
Laura Coffman, Vice-President

(Acknowledgment)

State of Texas  
County of Hidalgo

This instrument was acknowledged before me on the 23<sup>rd</sup> day of November, 2010, by Laura Coffman, Vice-President of Top Fruit, Inc., a Texas Corporation.

Cecilio B. Hinojosa  
Notary Public, State of Texas



AFTER RECORDING RETURN TO:

Top Fruit, Inc.  
P.O. Box 720883  
McAllen, Texas 78504

Software by ReMerge-It.com  
(956) 630-9401  
www.ReMerge-It.com