



PLANNING DEPARTMENT

County of Hidalgo

Rev. 06-03-15

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

T.J. Arredondo, CFM
Director of Planning

Precinct 1 2 3 4

Application No: 1-15178

HIDALGO COUNTY CERTIFICATE OF WATER SERVICE AVAILABILITY UNDER TEXAS LOCAL GOVT. CODE SECTION 232.029(c)(2)

Upon the application of:

Name: Laura Cabagne

Address: 1908 Mariposa
Dr. Weslaco, TX
78596

Phone: (956) 905-9543

Approved by Environmental Health:	Temporary Service	Final Service
_____	_____	_____
Inspection/Permit No:	Authorized Signature	Authorized Signature
Date Approved: _____	_____	_____

Water Supplier: NAWS

Utility Provider: M.V.E.C. AEP

Account/ESI No.: N/A
 Temporary Pole Permanent Service

who is the person requesting utility service to subdivided land ("land") described as follows:

Mariposa lot # 6

[Insert the lot and block number in recorded subdivision, address, or description in deed, etc]

and who has submitted to the court an affidavit as required by Local Govt. Code Sec. 232.029 (f), on _____, 20____, the Hidalgo County Commissioners Court approved the issuance of this certificate stating as follows (strike through the statement that does not apply)

The land was not subdivided after September 1, 1995, and water service is available within 750 feet of the land.

-OR-

The land was not subdivided after September 1, 1995, and water service is available more than 750 feet from the subdivided land and the extension of water service to the land may be feasible, subject to a final determination by the water service provider.

Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST:

Hidalgo County Clerk

Date



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956-205-7049

T.J. Arredondo, CFM
Director of Planning

Precinct 1 2 3 4
1-15178

Application No:

AFFIDAVIT TO APPLY TO THE COUNTY OF HIDALGO FOR CERTIFICATE OF WATER SERVICE AVAILABILITY UNDER TEXAS LOCAL GOVT. CODE SECTION 232.029(c)(2)

[Note: To be eligible, the land must not have been subdivided after September 1, 1995.]

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, on this day personally appeared

Laura Cabagne

Known to me [or proved to me in the oath of My passport or through
#A220416068 (description of federal or state government ID card with photograph and signature)],
who swore on oath that the following two statements are true:

1. "I am requesting utility service to the following described land:

Mariposa lot # 6"

[Insert the lot and block number in recorded subdivision, address, or description in deed, etc]

2. "The land described above has been sold or conveyed to me."

AND [strike through the statement below that does not apply]

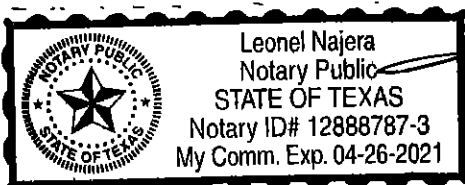
~~3A. "The land was not sold or conveyed to me by the Subdivider or the subdivider's agent after September 1, 1995."~~

-OR-

3B. "The land was on August 31, 1999, located in the extraterritorial jurisdiction of a municipality as determined by Local Govt. Code Chapter 42; and the land was not sold or conveyed to me by the Subdivider or the subdivider's agent after September 1, 1999."

Laura Cabagne (Signature)

SUBSCRIBED AND SWORN TO before me on SEPTEMBER 5th, 2017, to certify which, witnesses my hand and seal of office.



NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

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

General Warranty Deed

Date: July 20, 2017.

Grantor: GABRIEL MANZANO and wife ELIZABETH MANZANO.
Grantor's Mailing Address: 2737 W. 35th St., Chicago, Cook County, IL 60632.

Grantee: LAURA CABAGNE, a married woman as her sole and separate property.
Grantee's Mailing Address: 3807 Borg Dr., Weslaco, Hidalgo County, TX 78596.

Consideration: TEN DOLLARS AND 00/100 (\$10.00) and other good and valuable consideration.

Property (including any improvements): All of Lot 6, MARIPOSA SUBDIVISION, an Addition to the City of Weslaco, Hidalgo County, Texas, according to the map recorded in Volume 33, Page 16, Map Records in the Office of the County Clerk of Hidalgo County, Texas.

Other Exceptions to Conveyance and Warranty:

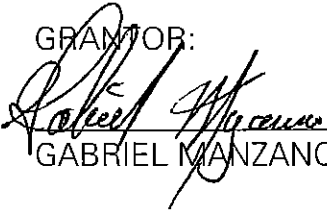
1. Statutory easements, rules, regulations and rights in favor of Hidalgo and Cameron Counties Water Control and Improvements District No. 9.
2. Minimum floor elevations, setback lines, easements and restrictions as shown on the map of Mariposa Subdivision, recorded in Volume 33, Page 16, Map Records of Hidalgo County, Texas.
3. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, dated January 26, 1982, by and between Lorraine M. George, as Lessor, and Southport Exploration, Inc., as Lessee, recorded in Volume 411, Page 812, Oil and Gas Records of Hidalgo County, Texas.
4. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, dated July 2, 1981, by and between Burnett I. Noble, as Lessor, and Southport Exploration, Inc., as Lessee, recorded in Volume 405, Page 617, Oil and Gas Records of Hidalgo County, Texas.
5. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, dated January 8, 1982, by and between Donald E. Thompson and wife, Mary Alice Thompson, as Lessor, and Southport Exploration, Inc., as Lessee, recorded in Volume 417, Page 643 Oil and Gas Records of Hidalgo County, Texas.

6. Mineral and/or royalty reservation contained in deed dated October 28, 1964, recorded in Volume 1100, Page 559, Deed Records of Hidalgo County, Texas.
7. Mineral and/or royalty reservation contained in deed dated January 21, 1972, recorded in Volume 1311, Page 707, Deed Records of Hidalgo County, Texas.
8. Terms, stipulations and conditions contained in a Non-Drilling Agreement, dated January 3, 1956, recorded in Volume 1555, Page 297, Deed Records of Hidalgo County, Texas.
9. Visible and apparent easements on or across the property herein described.
10. Any portion of the property described herein within the limits or boundaries of any public or private roadway and/or highway.
11. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.
12. BUYER ACCEPTS THIS 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:
 - a. 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;
 - b. The nature or quality of construction, structural design and engineering of any improvements;
 - c. The quality of the labor and materials included in any improvement;
 - d. The soil conditions, drainage or other conditions existing at the property with respect to any particular purpose, developmental potential or otherwise
 - e. All warranties created by any affirmation of fact or promise or by any description of the property;
 - f. All other warranties and representations whatsoever, except the warranty of title expressly set forth herein.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the 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 way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

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

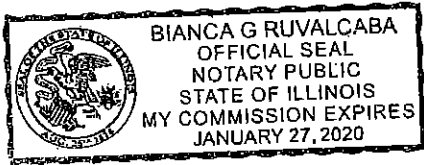
GRANTOR:

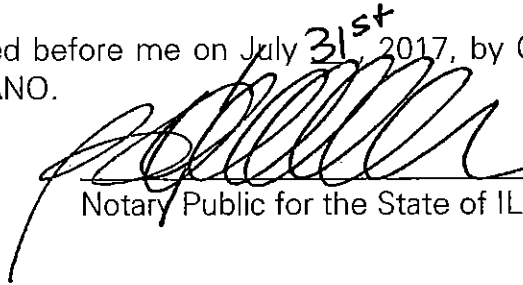

GABRIEL MANZANO


ELIZABETH MANZANO

STATE OF ILLINOIS ☆
COUNTY OF COOK ☆

This instrument was acknowledged before me on July 31st, 2017, by GABRIEL MANZANO and wife ELIZABETH MANZANO.




Notary Public for the State of ILLINOIS

Prepared in the Law Office of:
CARLOS J. GARZA, Attorney
161 South Texas Boulevard
Weslaco, TX 78596
956/973-9430

Chapter 232 Texas LGC Application

APPLICATION NO:

1-15178

Aug. 30, 2017

COUNTY OF HIDALGO
PLANNING DEPARTMENT

1902 JOE STEPHENS WESLACO TX 78596
TEL 968-4724 FAX 447-8612

M1110-00-000-0006-00

[1] OWNER: CABAGNE, LAURA

[7] LEGAL DESC./NAME OF SUBDIVISION
MARIPOSA LOT 6

1908 MARIPOSA DR.
WESLACO TX 78596

Telephone No. 905-9543

LOCATION: 0 MIDWAY & MILE 8 1/2

[2] CONTRACTOR: SELF

[8] SEWAGE: INSTA

[3] WATER SYSTEM: N AL

[9] CONSTRUCTION TYPE: BLOC

[4] PURPOSE OF APPLICATION: NEW RESIDENCE

25-RESIDENTIAL NEW SINGLE DWELLING

[10] EST. COST OF CONST.: \$25,000

[5] SIZE OF STRUCTURE: 1,200 Sq. Ft.

[11] SPECIAL FLOOD HAZARD AREA: YES
NO

[6] USE OF BUILDING: RESD ZONE X

Special Conditions: No construction allowed over any easements.

MUST COMPLY WITH ALL COUNTY SETBACKS & REGULATIONS

FRONT 30' BACK 30' SIDES 10'

MINIMUM ELEV 18" CL OF ST.

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER _____
TOTAL AMOUNT \$30.00

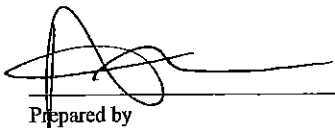
Light [X] Water [X]

Flood Zone: NO 0425C Pct: 1
Panel No. /Suffix: _____

Community No.: 480334

Certification of Elevation
Required: YES NO BFE

- 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.


Prepared by

8/30/17
Date

Leonel Najera
Approved by

8/21/17
Date

Laura Cabagor
Signature of Owner or Applicant

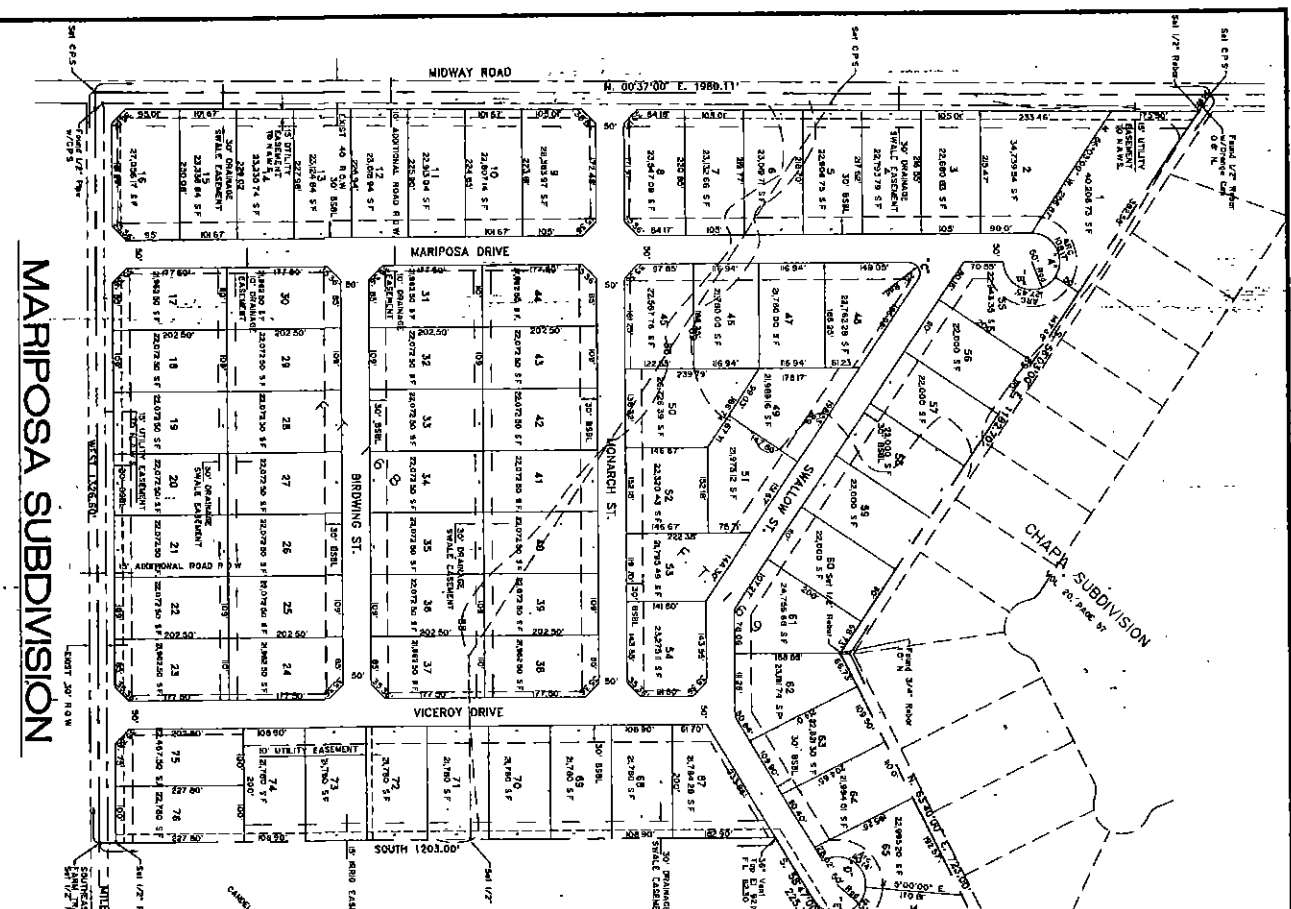
8-30-17
Date

[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.

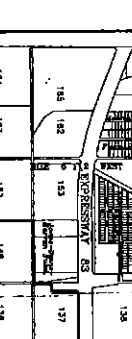
I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND REGULATIONS GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO OR CANCEL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

MARIPOSA SUBDIVISION



CONSULTING ENGINEERS
REGISTERED PROFESSIONAL ENGINEERS
REGISTERED PROFESSIONAL SURVEYORS

APPROVED FOR RECORDING
DATE: 10/20/10
BY: [Signature]



NOTES:
1. THE SUBDIVISION IS BOUND BY A 1/2 MILE STRIP TO THE SOUTH AND EAST BY THE CHAPARRAL SUBDIVISION AND TO THE WEST BY THE VICE ROY DRIVE AND MARIPOSA DRIVE.
2. THE SUBDIVISION IS BOUND TO THE NORTH BY THE MARIPOSA DRIVE AND TO THE WEST BY THE VICE ROY DRIVE AND MARIPOSA DRIVE.
3. THE SUBDIVISION IS BOUND TO THE SOUTH AND EAST BY THE CHAPARRAL SUBDIVISION AND TO THE WEST BY THE VICE ROY DRIVE AND MARIPOSA DRIVE.
4. THE SUBDIVISION IS BOUND TO THE SOUTH AND EAST BY THE CHAPARRAL SUBDIVISION AND TO THE WEST BY THE VICE ROY DRIVE AND MARIPOSA DRIVE.
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10. THE SUBDIVISION IS BOUND TO THE SOUTH AND EAST BY THE CHAPARRAL SUBDIVISION AND TO THE WEST BY THE VICE ROY DRIVE AND MARIPOSA DRIVE.

APPROVED FOR RECORDING
DATE: 10/20/10
BY: [Signature]

APPROVED FOR RECORDING
DATE: 10/20/10
BY: [Signature]

APPROVED FOR RECORDING
DATE: 10/20/10
BY: [Signature]

APPROVED FOR RECORDING
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BY: [Signature]

APPROVED FOR RECORDING
DATE: 10/20/10
BY: [Signature]

APPROVED FOR RECORDING
DATE: 10/20/10
BY: [Signature]



PLANNING DEPARTMENT

Rev. 06-03-15

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Precinct 1 2 3 4

T.J. Arredondo, CFM
Director of Planning

Application No: 1-15185

HIDALGO COUNTY CERTIFICATE OF WATER SERVICE AVAILABILITY UNDER TEXAS LOCAL GOVT. CODE SECTION 232.029(c)(2)

Upon the application of:

Name: RAUL GARCIA JR.

Address: 1902 RIDLEY

DONNA TX

78537

Phone: (956) 800-7518

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:		
Date Approved:	<u>1 / 1</u>	<u>1 / 1</u>

Water Supplier: N.A.W.S

Utility Provider: M.V.E.C. AEP

Account/ESI No.: N/A
 Temporary Pole Permanent Service

who is the person requesting utility service to subdivided land ("land") described as follows:

DONNA HEIGHTS NORTH EAST 1/2 OF LOT 31 &
LOT 32

[Insert the lot and block number in recorded subdivision, address, or description in deed, etc]

and who has submitted to the court an affidavit as required by Local Govt. Code Sec. 232.029 (f), on _____, 20____, the Hidalgo County Commissioners Court approved the issuance of this certificate stating as follows (strike through the statement that does not apply)

The land was not subdivided after September 1, 1995, and water service is available within 750 feet of the land.

-OR-

The land was not subdivided after September 1, 1995, and water service is available more than 750 feet from the subdivided land and the extension of water service to the land may be feasible, subject to a final determination by the water service provider.

Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST:

Hidalgo County Clerk

Date



PLANNING DEPARTMENT

County of Hidalgo

Rev. 06-03-15

Main Office 1304 South 25 th 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
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T.J. Arredondo, CFM
Director of Planning

Precinct 234

Application No: 1-15185

AFFIDAVIT TO APPLY TO THE COUNTY OF HIDALGO FOR CERTIFICATE OF WATER SERVICE AVAILABILITY UNDER TEXAS LOCAL GOVT. CODE SECTION 232.029(c)(2)

[Note: To be eligible, the land must not have been subdivided after September 1, 1995.]

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, on this day personally appeared

RAUL GARCIA JR.

Known to me [or proved to me in the oath of TX ID# 26306596 or through
(description of federal or state government ID card with photograph and signature)],
who swore on oath that the following two statements are true:

1. "I am requesting utility service to the following described land:

DONNA HEIGHTS NORTH E. 1/2 OF LOT 31 & LOT 32 ."

[Insert the lot and block number in recorded subdivision, address, or description in deed, etc]

2. "The land described above has been sold or conveyed to me."

AND [~~strike through the statement below that does not apply~~]

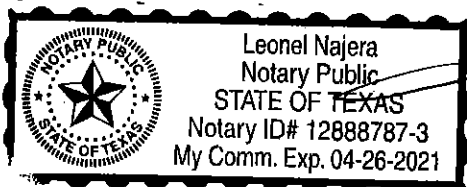
3A. "The land was not sold or conveyed to me by the Subdivider or the subdivider's agent after September 1, 1995."

OR

3B. "The land was on August 31, 1999, located in the extraterritorial jurisdiction of a municipality as determined by Local Govt. Code Chapter 42, and the land was not sold or conveyed to me by the Subdivider or the subdivider's agent after September 1, 1999."

Raul Garcia Jr. (Signature)

SUBSCRIBED AND SWORN TO before me on August 31, 2017, to certify which, witnesses my hand and seal of office.



NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

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 RECORDS IN THE PUBLIC RECORDS: YOU SOCIAL SECURITY NUMBER OR YOUR DRIVERS LICENSE NUMER.

GENERAL WARRANTY DEED

Date: May 25th, 2017

Grantor: Irma Moreno

Grantor's mailing address:

Irma Moreno
902 S. Salinas Blvd.
Donna, Texas 78537
Hidalgo, County

Grantee: Raul Garcia Jr

Grantee's Mailing Address:

Raul Garcia Jr.
1902 Ridley Ave.
Donna, Texas 78537
Hidalgo County

Consideration:

Know all men by these presents, that I, Irma Moreno, of the city of Donna of the County of Hidalgo in the State of Texas for and I consideration of \$10.00 (ten dollars and no cents) and other good and valuable consideration * { the receipt and sufficiency of which are hereby acknowledge, paid from Grantee's separate property} to me in hand paid by Raul Garcia Jr., have granted, sold, and conveyed, and by these presents do grant, sell, and convey unto the said Raul Garcia Jr., of the city of Donna of the County of Hidalgo, in the State of Texas, all that certain physical address of Grouse Ave., Donna, Texas 78537 Donna Heights North Lot 31-East One-Half (E ½) and all of Lot 32. To have and to hold the above described premises, together with all and singular rights and appurtenances thereto in any wise belonging unto the said Raul Garcia Jr., his Heirs, assigns, against every person whomsoever, lawfully claiming or to claim the same, or any part thereof.

Property (including any improvements):

All of lot 32 and the East One-Half (E ½) of Lot 31, according to the map thereof recorded in Volume 24, Page 82-B, Map Records of Hidalgo County, Texas references to which here made for all purposes.

Reservations from Conveyance:

None.

Exceptions to Conveyance and Warranty:

None.

GRANTEE IS TAKING THE PROPERTY IN AN ARMS-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OF EXPRESS OR IMPLIED WARRANTIES, EXCEPT FOR THOSE CONTAINED IN THE PURCHASE CONTRACT, THIS DEED, AND THE OTHER CLOSING DOCUMENTS. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION AND THE REPRESENTATIONS AND WARRANTIES EXPRESSLY CONTAINED IN THE PURCHASE CONTRACT, THIS DEED, AND THE OTHER CLOSING DOCUMENTS.

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

Irma H. Moreno

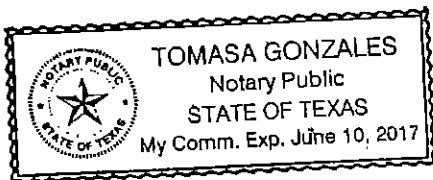
Irma Moreno

STATE OF TEXAS

COUNTY OF HIDALGO

Before me the undersigned, on this day personally appeared Irma Moreno, to me through Irma H. Moreno to be the person whose name is subscribed to the foregoing instrument

Given under my hand and seal of office this 25th day of May, 2017



Tomasa Gonzales

Notary Public, State of Texas

My Commission expires: 06-10-2017

AFTER RECORDING RETURN TO:

Raul Garcia Jr.

1902 Ridley Ave.

Donna, Texas 78537

PK

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

THE CONTRACT FOR DEED

THIS CONTRACT is entered into by and between DONNA HEIGHTS NORTH, INC., hereinafter referred to as SELLER and IRMA MORENO

hereinafter called PURCHASERS whose address is : 902 SOUTH SALINAS BLVD.
DONNA, TEXAS 78537

W I T N E S S E T H

Seller is the owner fo Lot No. 32 **, Donna Heights North Subdivision ** EAST 31 according to the map thereof recorded in Volume 24, Page 82-B, Map Recordd of Hidalgo County, Texas, which Seller agrees to sell to Purchasers, and Purchasers agree to buy, upon the following terms and conditions:

(1) The purchase price is \$ 12,000.00, of which Purchasers will pay \$ 750.00 down upon the execution of this contract. Purchasers agree to pay the balance of \$ 11,250.00 in 120 monthly payments of \$ 161.40 per month, commencing one month after date of this Contract, with a like installment due each month thereafter until 120 equal monthly installments of \$ 161.40, have been paid. The monthly installments shall be applied first to interest computed at the rate of twelve (12%) per cent per annum and the balance of the monthly payments shall be applied to reduce the principal indebtedness. Purchasers may pay the total principal balance remaining on the purchase price at any time without penalty.

Upon payment of the entire purchase price, together with any accrued interest and any charges added to the purchase price pursuant to Paragraph 3 below, the Seller will provide Purchasers with a General Warranty Deed to said property. Said conveyance will reserve all of the oil, gas, and other minerals on, in and under and that may be produced from the land and the conveyance of the property will further be subject to valid easements of record, including those shown on the approved plat of the subdivision; and to the set-back lines in said plat and all valid zoning ordinances, also to oil, gas and mineral leases of record and in force and effect, if any and to the rights, rules, liens and regulations of Donna Irrigation District and to rules of the City of Donna and North Alamo Water Supply District as to the furnishing of water. If drainage of the property is provided by a swale or bar ditch along each side of the paved streets, the Purchasers will construct any driveway to conform to contour and so as not to interfere with such drainage by the placing of any culvert, dam or obstacle across such swale or bar ditch.

THE CONVEYANCE DESCRIBED IN THIS PARAGRAPH, WHEN DELIVERED, SHALL ALSO CONTAIN A RESERVATION IN SELLER OF ALL WATER RIGHTS OF WHATSOEVER NATURE ALLOCABLE, ATTRIBUTABLE, OR APPERTAINANT TO THE LAND TOGETHER WITH THE RIGHTS TO DEAL WITH DONNA IRRIGATION DISTRICT, THE CITY OF DONNA, NORTH ALAMO WATER SUPPLY CORPORATION, OR ANY OTHER ENTITY HAVING JURISDICTION OVER THE FURNISHING OF THE WATER

TO THE PROPERTY EITHER FOR IRRIGATION OR DOMESTIC PURPOSES, THIS RESERVATION BEING MADE TO FACILITATE ARRANGEMENTS WHICH MIGHT ULTIMATELY BE MADE IN CONNECTION WITH PARAGRAPH 7 OF THIS AGREEMENT.

The Deed to Purchasers will also be subject to restrictions as follows which are also of record:

- (a) Only one residence may be constructed on the lot (except for a servant quarters containing not less than 280 square feet), and no structure may be moved onto the lot.
- (b) All construction shall be of new material. The residence must be built on a slab or concrete piers, the surface of which must be at least fourteen (14) inches above road height, and no existing house may be moved onto such lot. All residences are to be constructed only after a building permit is obtained from the governing body having jurisdiction over the issuance of such permits, and no house shall contain less than eight hundred sixty (860) square feet of living space exclusive of porches, carports and patios.
- (c) The lot shall not be used except for residential purposes.
- (d) No structure of a temporary character, trailer, tent, barn, or other such building shall be used on the lot at any time as a residence either temporarily or permanently.
 - (i) Storage buildings or sheds may be located upon a lot, but no animals other than household pets (no large animals or poultry) shall be maintained on the property.
- (e) No sign of any kind shall be displayed to the public view except one of not more than five (5) square feet advertising the property for sale or rent.
- (f) Seller or any owner of a lot in the subdivision shall have the right at law or in equity to enforce these covenants against any person or persons violating or attempting to violate any covenant either to restrain violation or recover damages; and if suit is filed and results in judgment, court costs and reasonable attorney's fees shall also be discovered by the prevailing party.
- (g) No truck, bus, boat, or trailer or other vehicle shall be left parked in the street in front of any lot except temporarily (less than one day) with the exception of construction and repair in the immediate vicinity, and no car, truck, bus, trailer, boat, motorcycle or other similar vehicle shall be stored on the lot for the purpose of salvage or reuse.
- (h) Owner shall keep lot clean of all trash and shall not allow his lot to overgrow with grass or weedy vegetation above 18 inches, or developer shall have the right to cut or plow and charge owner a reasonable fee therefor.

- (i) Minimum set-back and lot lines are as follows: no building shall be built closer than 25 feet from the front property line of a lot, or closer than 10 feet to the rear property line of a lot or closer than 6 feet to the side lot lines, and buildings on corner lots shall be set back in excess of these minimums if required to avoid interference with vision at the intersections.
- (j) Such restrictions shall be included in any deed of the property and be binding upon January 1, 2012, and thereafter unless seventy-five (75%) percent of the owners of lots agree in writing to terminate or amend restrictions.
- (k) The cost of operating street lights is presently charged to Seller in one single bill and cannot be pro-rated by the utility to individual lots. Seller will pay this bill until fifty (50) lots are sold or under contract, and thereafter owners of lots in the subdivisions must agree among themselves to the manner of continuing this service, and will be notified as Seller approaches sale of fifty (50) lots.
- (3) It is specifically understood and agreed that Purchasers will be responsible for any city, school, water district, state and county taxes for the current year and which may hereafter become due on the property. Purchasers agree that Seller may pay taxes for which Purchasers are responsible and which becomes delinquent. The amount delinquent taxes paid on behalf of Purchasers by the Seller shall be added to the purchase price of the property and bear interest at the stipulated interest rate. Seller shall not be obligated to pay any such taxes, and Purchasers will present proof of payment of taxes by tax receipts if requested.
- (4) In the event Purchasers are delinquent ten (10) days on any payment of principal and interest, Seller may charge Purchasers a late payment and collection fee of \$5.00 per month until payment is made. Should Purchasers be delinquent in excess of sixty (60) days on any payment due hereunder, Seller may, at its sole option, notify Purchasers of its intent to terminate this agreement and thereby cause a forfeiture of the interest of the Purchasers, and may declare the contract terminated if the delinquent payment, together with any late charge, is not made within the time specified, provided that notice of such intention is given pursuant to Article 1301-b of the Revised Civil Statutes of Texas, with such time to be computed from the date notice is given to the Buyer in the manner set forth in Article 1302-b. In such event, all payments earlier made shall be applied as liquidated damages and rent. The fact of forfeiture and termination of this contract may be conclusively evidenced by an affidavit to such effect executed by Seller and filed for record in the Deed Record of Hidalgo County, Texas.
- (5) Purchasers have been advised, understand and agree that the Seller will install water lines along, and will pave, the street in the subdivision as agreed with the County. It will be the Purchasers' sole responsibility (and Seller assumes no obligation with regard thereto) to negotiate with the City of Donna or North Alamo Water Supply District for delivery of water, purchase of meter and connections to the line to be installed by Seller. All the water lines have been

installed to Lots 1 through 69 and pressure tested and approved by the City of Donna Engineers. The water is to be supplied by the City of Donna until such time as North Alamo Water Supply District can deliver water to all the lots in Donna Heights North Subdivision (83 lots). In like manner, it will be Purchasers' responsibility to install septic tanks or other sewage arrangements in accordance with the permit to be obtained from the county or other governing body having jurisdiction over the subdivision.

THOSE LOTS IN DONNA HEIGHTS NORTH SUBDIVISION ADJACENT TO MILE 10 NORTH ROAD ON THE SOUTH SIDE OF THE SUBDIVISION WILL NOT BE RESTRICTED TO RESIDENTIAL USE AS WILL THE REMAINING LOTS IN THE SUBDIVISION, AND PURCHASERS ARE HERE EXPRESSLY GIVEN NOTICE OF SUCH FACT AND, FURTHER, THAT SAID LOTS MAY BE UTILIZED FOR INDUSTRIAL OR COMMERCIAL USE IN ACCORDANCE WITH ANY AGREEMENT REACHED BETWEEN SELLER AND PURCHASERS OF SUCH LOTS.

THE CITY OF DONNA IS INSTALLING METERS AND FIRE PLUGS, BUT WHEN NORTH ALAMO WATER SUPPLY DISTRICT BEGINS SUPPLYING WATER, UNDER THEIR PRESENT RULES, THEY WILL REMOVE FIRE PLUGS AND MAY REPLACE METERS, AND IMPOSE OTHER RULES AND REGULATIONS REGARDING THE WATER SUPPLY, AND PURCHASERS ACKNOWLEDGE NOTICE OF THIS FACT AND AGREE TO NEGOTIATE WITH NORTH ALAMO WATER SUPPLY DISTRICT. SELLER IS MAKING THE RESERVATION OF WATER RIGHTS SET FORTH IN PARAGRAPH 2 OF THIS AGREEMENT IN ORDER TO FACILITATE WHATEVER ARRANGEMENTS MAY BE REACHED BETWEEN PURCHASERS AND ANY ENTITY FURNISHING WATER, BUT SELLER DOES NOT, BY MAKING SUCH RESERVATION FOR SUCH PURPOSES, UNDERTAKE TO SUPPLY WATER OR MAKE ANY REPRESENTATION THAT WATER WILL BE SUPPLIED OR FURNISHED.

(6) Until further notice, all payments will be made by Purchasers to Seller at P.O. Box 2827, McAllen, Texas 78502 or Suite 1207, McAllen State Bank Tower, McAllen, Texas 78501.

(7) In the event it is necessary for either party to employ an attorney or to incur court costs in connection with the enforcement of this agreement and such party prevails, then reasonable attorney's fees and court costs shall be recovered by such party.

(8) The terms and conditions of this agreement shall be binding upon and shall inure to the benefit of the heirs and executors, personal representatives and assigns of parties but no assignment or transfer by the Purchasers under this contract or their interest in the property described shall be valid unless Seller's written consent is obtained.

Purchasers have been advised and acknowledge notice of the fact that the property herein described is presently subject to a Deed of Trust lien given to secure First National Bank of Edinburg in the repayment of indebtedness due by Seller and which Seller agrees to pay in accordance with its terms, giving satisfactory evidence to Purchasers when requested that Seller is not in default. Seller further agrees at any time Purchasers pay this contract in full, to obtain a full Release of Lien described in this Paragraph.

EXECUTED in duplicate originals this 8th day of July, 1992.

SELLER:

DONNA HEIGHTS NORHT, INC

BY: Kelly Polis
KELLY POLIS, PRESIDENT

PURCHASERS:

Irma H. Moreno
IRMA MORENO (H.)

CASH PRICE
CASH DOWN PAYMENT
UNPAID BALANCE OF CASH PRICE
MONTHLY PAYMENT PRICE (P & I)
ANNUAL PERCENTAGE RATE

\$ 12,000.00
\$ 750.00
\$ 11,250.00
\$ 161.40
\$ 12 %

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Kelly Polis, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said DONNA HEIGHTS NORHT, INC., a corporation, and that he executed the same as the act of such corporation for the purposed and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 8th day of July, A.D. 1992.

Olga L. De Leon
Notary Public in and for Hidalgo
County, Texas
Notary's Name Olga L. De Leon
(printed)
Expiration Date: 7/7/93

THE STATE OF TEXAS §
COUNTY OF §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Irma H. Moreno

known to me to the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration there in expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 8th day of July, A.D. 1990.



Olga L. DeLeon
Notary Public in and for Hidalgo
County, Texas
Notary's Name (Printed): Olga L. DeLeon
Expiration Date: 7/7/93

THE STATE OF TEXAS §
COUNTY OF §

BEFORE ME, The undersigned, a Notary Public in and for said County and State, on this day personally appeared _____

known to me to be, the person whose name _____ subscribed to the foregoing instrument, and acknowledged to me that he _____ executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, A.D. 19____.

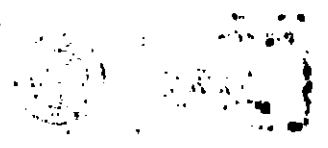
Notary Public in and for _____
County, Texas
Notary's Name
(Printed): _____
Expiration Date: _____

271831

VOL 3289 PAGE 616

FILED FOR RECORD
92 JUL 8 PM 3 32
WILLIAM BILLY LEO
COUNTY CLERK
DEALGO COUNTY TEXAS

Return To
Polis & Polis
P.O. Box 2827
M Allen, TX 78502



WARRANTY DEED

DATE: December 5, 1995

514298

GRANTOR: Donna Heights North, Inc.

Grantor's Mailing Address: P.O. Box 2827
McAllen, Texas 78502
Hidalgo County, Texas

GRANTEE: Reynaldo Garza and wife, Maria Luisa Garza

Grantee's Mailing Address: P.O. Box 854
Donna, Texas 78537
Hidalgo County, Texas 78537

CONSIDERATION: Ten and No/100 (\$10.00) Dollars, and other consideration.

PROPERTY (including any improvements):

Lot No. 30 and the West One-Half of Lot No. 31, Donna Heights North, Hidalgo County, Texas, according to the 2nd amended map recorded in Volume 24, Page 82-B, Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes. SAVE AND EXCEPT all oil, gas and other minerals, in, under or that may be produced from said property.

Reservations from and Exceptions to Conveyance and Warranty:

1. Easements of record including those shown on the plat of Donna Heights North Subdivision;
2. Subdivision regulations of the County of Hidalgo and/or Ordinance or government regulations of the City holding extra-territorial jurisdiction of said property;
3. Subject to all oil, gas and mineral leases of record;
4. Easements, rules, regulations and rights in favor of Donna Irrigation District and easements and restrictions as shown on the recorded in dedication map of the above described subdivision;
5. All visible and apparent easements on or across the property herein described;
6. The following restrictions:
 - (a) Only one residence may be constructed on the lot (except for a servant quarters containing not less than

280 square feet), and no structure may be moved onto the lot.

(b) All construction shall be of new material. The residence must be built on a slab or concrete piers, the surface of which must be at least fourteen (14) inches above road height, and no existing house may be moved onto such lot. All residences are to be constructed only after a building permit is obtained from the governing body having jurisdiction over the issuance of such permits and no house shall contain less than eight hundred sixty (860) square feet of living space exclusive of porches, carports and patios.

(c) The lot shall not be used except for residential purposes

(d) No structure of a temporary character, trailer tent, barn, or other such building shall be used on the lot at any time as a residence either temporarily or permanently.

(i) Storage buildings or sheds may be located upon a lot, but no animals other than household pets (no large animals or poultry) shall be maintained on the property.

(e) No sign of any kind shall be displayed to the public view except one of not more than five (5) square feet advertising the property for sale or rent.

(f) Seller or any owner of a lot in the subdivision shall have the right at law or in equity to enforce these covenants against any person or persons violating or attempting to violate my covenant either to restrain violation or recover damages' and if suit is filed and results in judgment, court costs and reasonable attorney's fees shall also be recovered by the prevailing party.

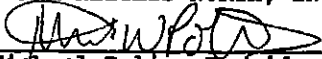
(g) No truck, bus, boat, or trailer or other vehicle shall be left parked in the street in front of any lot except temporarily (less than one day) with the exception of construction and repair equipment while a residence or residences are being built or repaired in the immediate vicinity, and no car, truck, bus, trailer, boat, motorcycle or other similar vehicle shall be stored on the lot for the purpose of salvage or reuse.

- (h) Owner shall keep lot clean of all trash and shall not allow his lot to overgrow with grass or weedy vegetation above 18 inches, or developer shall have the right to cut or plow and charge owner a reasonable fee therefor.
 - (i) Minimum set-back and lot lines are as follows: no building shall be built closer than 25 feet from the front property line of a lot closer than 10 feet to the rear property line of a lot, or closer than 10 feet to the rear property line of a lot or closer than 6 feet to side lot lines, and buildings on corner lots shall be set back in excess of these minimums if required to avoid interference with vision at the intersections.
 - (j) These restrictions shall be continued in force and effect until January 1, 2012 and thereafter unless 75% of the owners of the lots of this subdivision agree in writing to terminate or amend the same.
7. Standby fees, taxes and assessments by any taxing authority for the year 1995 and subsequent years, and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership.

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 conveyance and warranty.

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

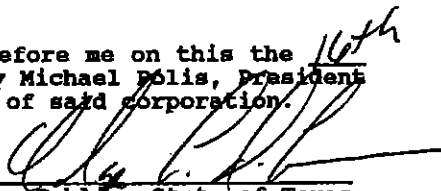
DONNA HEIGHTS NORTH, INC.

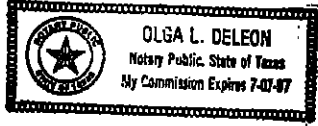

Michael Polis, President

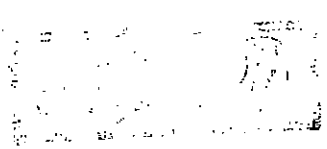
STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the 16th
day of February, 1996, by Michael Polis, President
of Donna Heights North, Inc., on behalf of said corporation.


Notary Public, State of Texas





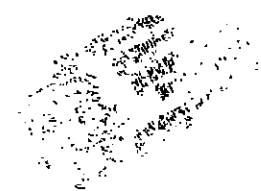
Filed for Record in:
Hidalgo County, Texas
by José Eloy Pulido
County Clerk

On: Apr 02, 1996 at 03:16P

As a
Recording

Document Number: 514298
Total Fees: 15.00

Receipt Number - 27299
By,
Mary Lou Cantu



Chapter 232 Texas LGC Application

APPLICATION NO:

1-15185

Aug. 31, 2017

COUNTY OF HIDALGO
PLANNING DEPARTMENT

1902 JOE STEPHENS WESLACO TX 78596
TEL 968-4724 FAX 447-8612

D6700-00-000-0031-00

[1] OWNER: GARCIA, RAUL JR.

1902 RIDLEY
DONNA TX 78537

Telephone No.

[7] LEGAL DESC./NAME OF SUBDIVISION
DONNA HEIGHTS NORTH LOT 31-E 1
/2 & LOT 32

LOCATION: 0 OLD LA BLANCA & MILE 10

[2] CONTRACTOR: SELF

[8] SEWAGE: INSTA

[3] WATER SYSTEM: N AL

[9] CONSTRUCTION TYPE: BRIC

[4] PURPOSE OF APPLICATION: NEW RESIDENCE

25-RESIDENTIAL NEW SINGLE DWELLING

[10] EST. COST OF CONST.: \$8,000

[5] SIZE OF STRUCTURE: 1,800 Sq. Ft.

[11] SPECIAL FLOOD HAZARD AREA: YES
 NO

[6] USE OF BUILDING: REST. ZONE C-25

Special Conditions: No construction allowed over any easements.

MUST CUMPLY WITH ALL COUNTY SETBACKS & REGULATIONS

SETBACKS FRONT:25' REAR:15' SIDES:6'

MIN. ELE. ABOVE TOP OF C.L OF ST. 18"

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER _____

TOTAL AMOUNT \$30.00

Light

Water

Flood Zone: MI

Panel No. /Suffix:

0425C

Pct: 0

Community No.:

480334

Certification of Elevation

Required: YES NO BFE

- 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.

Leonel Najera
Prepared by

8/31/17
Date

Leonel Najera
Approved by

8/22/17
Date

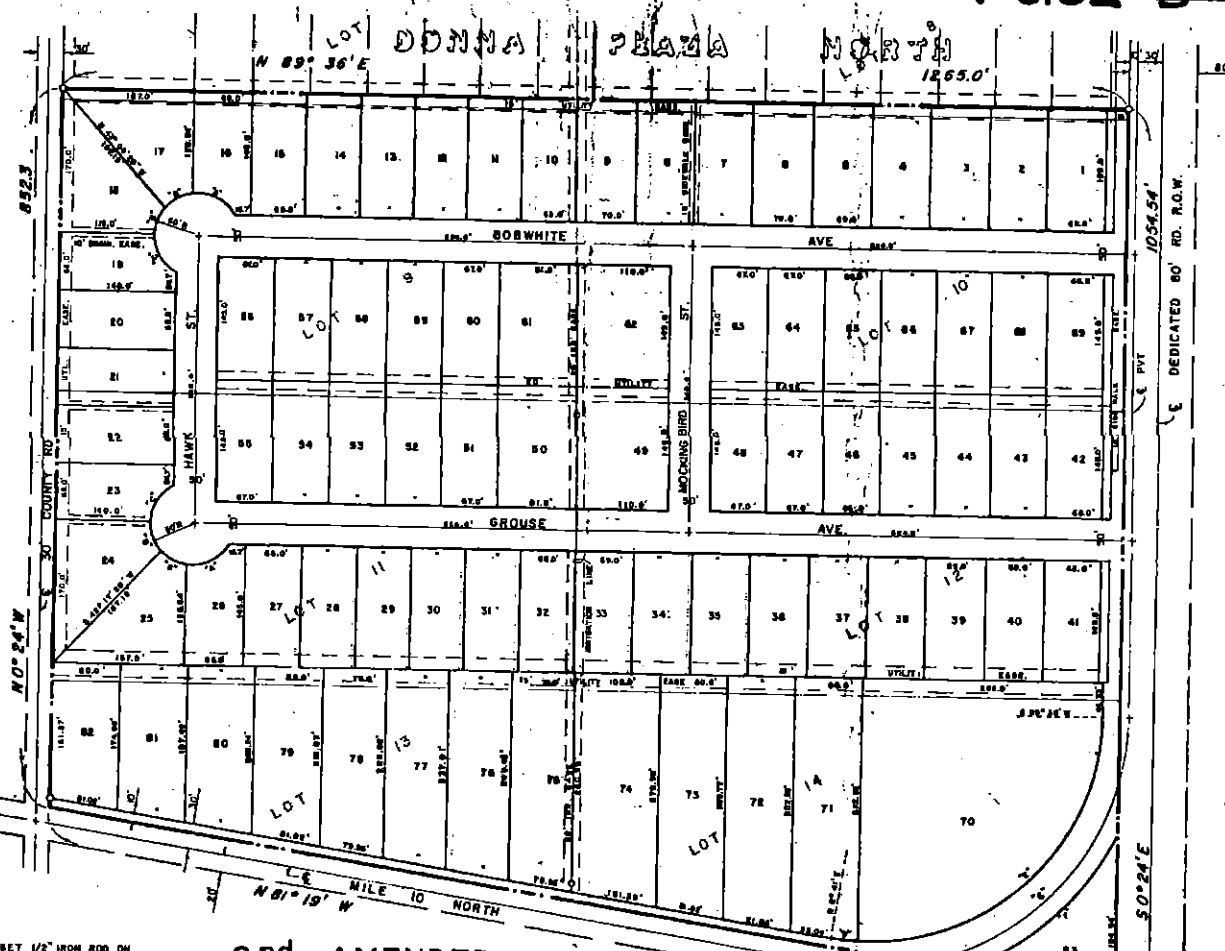
Paul Garcia Jr
Signature of Owner or Applicant

8/31/17
Date

[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.



CURVE DATA

A	88°12'25"
R	80.0'
L	80.36'
LC	84.75'
A	40°25'47"
R	80.0'
L	82.25'
LC	84.95'
A	80°40'35"
R	80.0'
L	83.88'
LC	88.26'
A	88°55'35"
R	270.0'
L	277.79'
LC	281.77'
A	90°01'06"
R	270.0'
L	439.22'
T	285.00'
LC	382.3'
A	43°25'25"
R	300.0'
L	342.35'
T	1223'
LC	258.56'

E CURVE DATA

A	89°05'
R	300.0'
L	310.8'
T	359.77'
LC	458.53'

2nd AMENDED MAP OF DONNA HEIGHTS NORTH

HIDALGO COUNTY, TEXAS

BEING A RESUBDIVISION OF LOTS 9, 10, 11, 12, 13, & 14, AND THE SOUTH 11.4 FEET OF LOTS 7 & 8 OUT OF A RESUBDIVISION OF LOTS 6 & 13, LA BLANCA "B" SUBDIVISION, HIDALGO COUNTY, TEXAS CONTAINING 27.69 ACRES

Recorded in Book 27 Page 32 B of the map records of Hidalgo County, Texas Weston and Hart, Inc. County Surveyors

CHECKED FOR DRAINAGE BY: *[Signature]*

APPROVED FOR RECORDING Hidalgo Co. Right of Way Dept. By *[Signature]* Date Rec. 28, 1984

I, LARRY L. SMITH, A REGISTERED PUBLIC SURVEYOR AND ENGINEER, DO CERTIFY THAT THIS PLAT IS A TRUE AND ACCURATE REPRESENTATION OF THE SUBDIVISION OF THE LANDS HEREON DESCRIBED AS SURVEYED AND SUBDIVIDED UNDER MY DIRECTION.



LARRY L. SMITH, REGISTERED PUBLIC SURVEYOR AND ENGINEER, DUNBURG, TEXAS, SURVEYED: JUNE 22, 1984, 222-P31 & 41 Job # 2-840265

STATE OF TEXAS COUNTY OF HIDALGO

KNOW ALL MEN BY THESE PRESENTS: THAT THE UNDERSIGNED OWNER OF THE PROPERTY HEREON DESCRIBED, DOES HEREBY ADOPT, DEDICATE, AND CONFIRM THE FOREGOING MAP OR PLAT AND DOES DEDICATE TO THE PUBLIC THE SURFACE USE OF THE STREETS AND ALLEYS DESIGNATED THEREON.



ALBERT K. POLTS, OWNER

STATE OF TEXAS COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS 28th day of August, 1984, ALBERT K. POLTS, OWNER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

Notary Public for the State of Texas

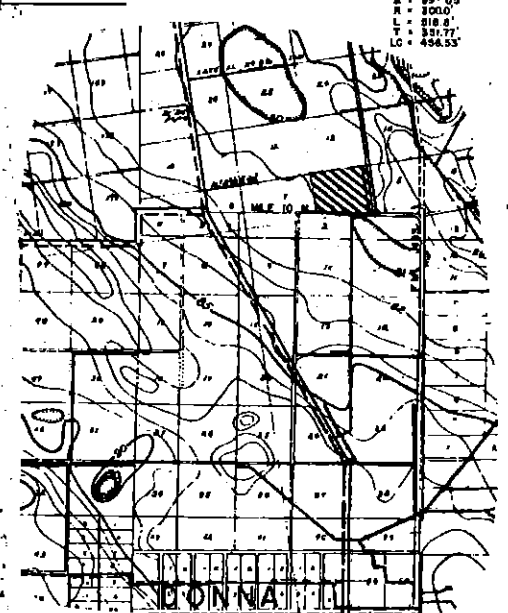
THIS PLAT APPROVED BY THE DONNA IRRIGATION DISTRICT ON THIS 24th day of August, A.O., 1984

ATTEST: *[Signature]* SECRETARY

97286

[Signature] PRESIDENT

APPROVED FOR RECORDING BY COMMISSIONERS' COURT The 28th day of Dec 1984 EDGAR HUIZ, County Clerk



- NOTES:
- MINIMUM FINISHED FLOOR ELEVATIONS FOR ALL BUILDING IMPROVEMENTS SHALL BE 87.5 OR 14 INCHES ABOVE NATURAL GROUND, WHICHEVER IS HIGHER.
 - ANTICIPATED HIGH WATER ELEVATION CREATED BY A 100 YEAR STORM WILL NOT POUD IN THIS SUBDIVISION. THIS SUBDIVISION IS IN ZONE "C" ON FEMA'S FLOOD INSURANCE RATE MAP.
 - BENCH MARK-NAIL IN POWER POLE ON EAST SIDE OF OLD LA BLANCA ROAD ELEVATION 82.04

FILED AT 2:10 PM DEC 28 1984