





# PLANNING DEPARTMENT

## County of Hidalgo

Rev. 06-03-15

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

T.J. Arredondo, CFM  
Director of Planning

Precinct 0234

Application No: 1-14960

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

Upon the application of:

Name: Efrain Rocha

Address: 4720 OLD ARBREA  
DONNA TX 78537

Phone: (956) 261-2332

Approved by Environmental Health:	Temporary Service	Final Service
	_____	_____
Inspection/Permit No:	Authorized Signature	Authorized Signature
Date Approved:	<u>  /  /  </u>	<u>  /  /  </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 LOT 53  
WEST 1/2<sup>OF</sup> LOT 52

[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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T.J. Arredondo, CFM  
Director of Planning

Precinct 1 2 3 4

Application No: 1-14960

### 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

EFRAIN ROCHA

Known to me [or proved to me in the oath of ID# 34029054 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 LOT 53<sup>1</sup> WEST OF 1/2 LOT 52

[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]

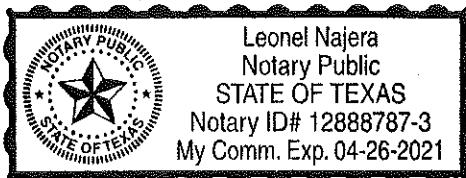
3A. "The land was not sold or conveyed to me by the Subdivider or the subdivider's agent after September 1, 1995."

-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."

Efrain Rocha (Signature)

SUBSCRIBED AND SWORN TO before me on Feb. 12, 2018, 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 or your driver's license number.**

## **SPECIAL WARRANTY DEED WITH VENDOR'S LIEN**

Date: October 1, 2012

Grantor: Isaias R. Salinas  
Maria Guadalupe Salinas

Grantor's Mailing Address (including county):  
5101 S. 26<sup>th</sup>  
McAllen, Hidalgo County, Texas 78503

Grantee: Efrain Rocha Calderon

Grantee's Mailing Address (including county):  
4726 Old La Blanca Road  
Donna, Hidalgo County, Texas 78537

Consideration: TEN AND NO/100 DOLLARS (\$10.00) and a note of even date executed by Grantee, payable to the order of Isaias R. Salinas and Maria Guadalupe Salinas, 5101 S. 26<sup>th</sup>, McAllen, Texas 78503. The note is secured by a Vendor's Lien retained in favor of Buckeye Limited Partnership in this Deed and by a Deed of Trust of even date from grantee to **JEFFERSON A. CRABB**, Trustee.

Property (including any improvements):

**Lot No. 53 and the West One-Half of Lot No. 52, Donna Heights North Subdivision, according to the map recorded in Volume 24, Page 82-B, Map Records of Hidalgo County, Texas**

Reservations from and Exceptions to Conveyance and Warranty:

1. SAVE AND EXCEPT all oil, gas and other minerals.
2. Easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property; rights of adjoining owners in all walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; all rights, obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of the water and irrigation district; property taxes for the current and subsequent years the payment of which the Grantee assumes.

The deed is incorporated into this deed of trust.

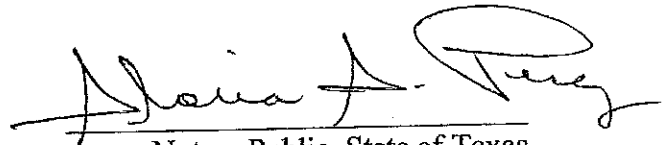
14. If Grantor transfers any part of the property without Beneficiary's prior written consent, Beneficiary may declare the debt secured by this deed of trust immediately payable. In that event Beneficiary will notify Grantor that the debt is payable; if it is not paid within thirty days after notice to Grantor, Beneficiary may without further notice of demand to Grantor invoke any remedies provided in this instrument for default. Exceptions to this provision for declaring the note due on sale or transfer are limited to the following: (a) creation of a lien or encumbrance subordinate to this deed of trust; (b) creation of a purchase--money security interest for household appliances; (c) transfer by devise, descent, or operation of law on the death of a joint tenant; and (d) grant of a lease hold interest of three years or less without an option to purchase.

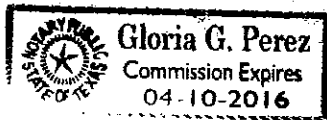
**NO SEARCH FOR LIENS, TITLE, PAST DUE TAXES WAS CONDUCTED ON THIS PROPERTY AT THE REQUEST OF BUYER AND SELLER.**

  
Efrain Rocha Calderon

THE STATE OF TEXAS }  
COUNTY OF HIDALGO }

This instrument was acknowledged before me on the 1 day of October 2012, by Efrain Rocha Calderon

  
Notary Public, State of Texas



After Recording Return To:  
Isaias R. And Maria Guadalupe Salinas  
5101 S. 26<sup>th</sup>  
McAllen, Texas 78503

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 Ismael Bustamante Jr and wife,  
Martina B. Bustamante hereinafter called PURCHASERS whose address is : P.O. Box 2648  
Labelle, Florida 33935-0954.

W I T N E S S E T H **DOC# 334237**

Seller is the owner fo Lot No. 51 \*, Donna Heights North Subdivision \* E.  $\frac{1}{2}$  of 52 according to the map thereof recorded in Volume 24, Page 82-B, Map Records 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 \$ 600.00 down upon the execution of this contract. Purchasers agree to pay the balance of \$ 11,400.00 in 120 monthly payments of \$ 163.56 per month, commencing one month after date of this Contract, with a like installment due each month thereafter until 120 equal monthly installments of \$ 163.56, 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 move 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 \_\_\_\_\_ day of \_\_\_\_\_,  
19 \_\_\_\_\_.

SELLER:

DONNA HEIGHTS NORHT, INC

BY: Kelly W. Polis  
Kelly W. Polis, President

PURCHASERS:

Y Ismael Bustamante Jr  
Ismael Bustamante Jr.

X Martina B. Bustamante  
Martina B. Bustamante

CASH PRICE	\$ _____
CASH DOWN PAYMENT	\$ 600.00
UNPAID BALANCE OF CASH PRICE	\$ 11,400.00
MONTHLY PAYMENT PRICE ( P & I )	\$ 163.56
ANNUAL PERCENTAGE RATE	\$ 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 W. Polis,  
President, 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 15<sup>th</sup> day of Dec,  
A.D. 1992.



Maria D. J. Perez  
Notary Public in and for Hidalgo  
County, Texas  
Notary's Name  
( printed )  
Expiration Date: Oct 2, 1996

THE STATE OF ~~Texas~~ <sup>Florida</sup> §  
COUNTY OF Hendry §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Ismael Bustamante Jr and wife Martina B. Bustamante 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 17th day of November, A.D. 1992.

Belinda J. Carmona  
Notary Public in and for Hendry  
County, ~~Texas~~ Florida  
Notary's Name Belinda T. Carmona  
(Printed):  
Expiration Date: 9-10-95

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: \_\_\_\_\_

FILED FOR RECORD  
DOC# 334237 #18  
07-22-1993 01:55:37  
WILLIAM (BILLY) LEO  
HIDALGO COUNTY

# Chapter 232 Texas LGC Application

APPLICATION NO:  
1-14960  
Jun. 13, 2017

COUNTY OF HIDALGO  
PLANNING DEPARTMENT  
1902 JOE STEPHENS WESLACO TX 78596  
TEL 968-4724 FAX 447-8612

D6700-00-000-0053-00

[ 1 ] OWNER: ROCHA, EFRAIN CALDERON

[ 7 ] LEGAL DESC./NAME OF SUBDIVISION  
DONNA HEIGHTS NORTH LOT 53

4726 OLD LA BLANCA  
DONNA, TX 78537

WEST 1/2 LOT 52

Telephone No. 261-2332

LOCATION: 0 FM 493 & ML 10

[ 2 ] CONTRACTOR: SELF

[ 8 ] SEWAGE: INSTA

[ 3 ] WATER SYSTEM: N AL

[ 9 ] CONSTRUCTION TYPE: WOOD

[ 4 ] PURPOSE OF APPLICATION: NEW RESIDENCE  
25-RESIDENTIAL NEW SINGLE DWELLING

[10] EST. COST OF CONST.: \$20,000

[ 5 ] SIZE OF STRUCTURE: 960 Sq. Ft.

[11] SPECIAL FLOOD HAZARD AREA:  YES  NO

[ 6 ] USE OF BUILDING: RESD. ZONE-C

property ID# 160497

### Special Conditions: No construction allowed over any easements.

MUST COMPLY WITH ALL COUNTY SETBACKS & REGULATIONS  
FRONT:25' BACK:15' SIDES:6'  
MINIMUM ELEV. 48" ABOVE NATURAL GROUND

### FOR COUNTY USE ONLY APPLICATION FEES

OTHER \_\_\_\_\_  
TOTAL AMOUNT . . . . . \$30.00

Prepared by

6/13/17  
Date

Light [X] Water [X]

Flood Zone: NO  
Panel No. /Suffix: \_\_\_\_\_ Pct: 1

Gilbert Pecina  
Approved by

6/13/17  
Date

Community No.: 480334

Certification of Elevation  
Required:  YES  NO  BFE

Maria A rocha  
Signature of Owner or Applicant

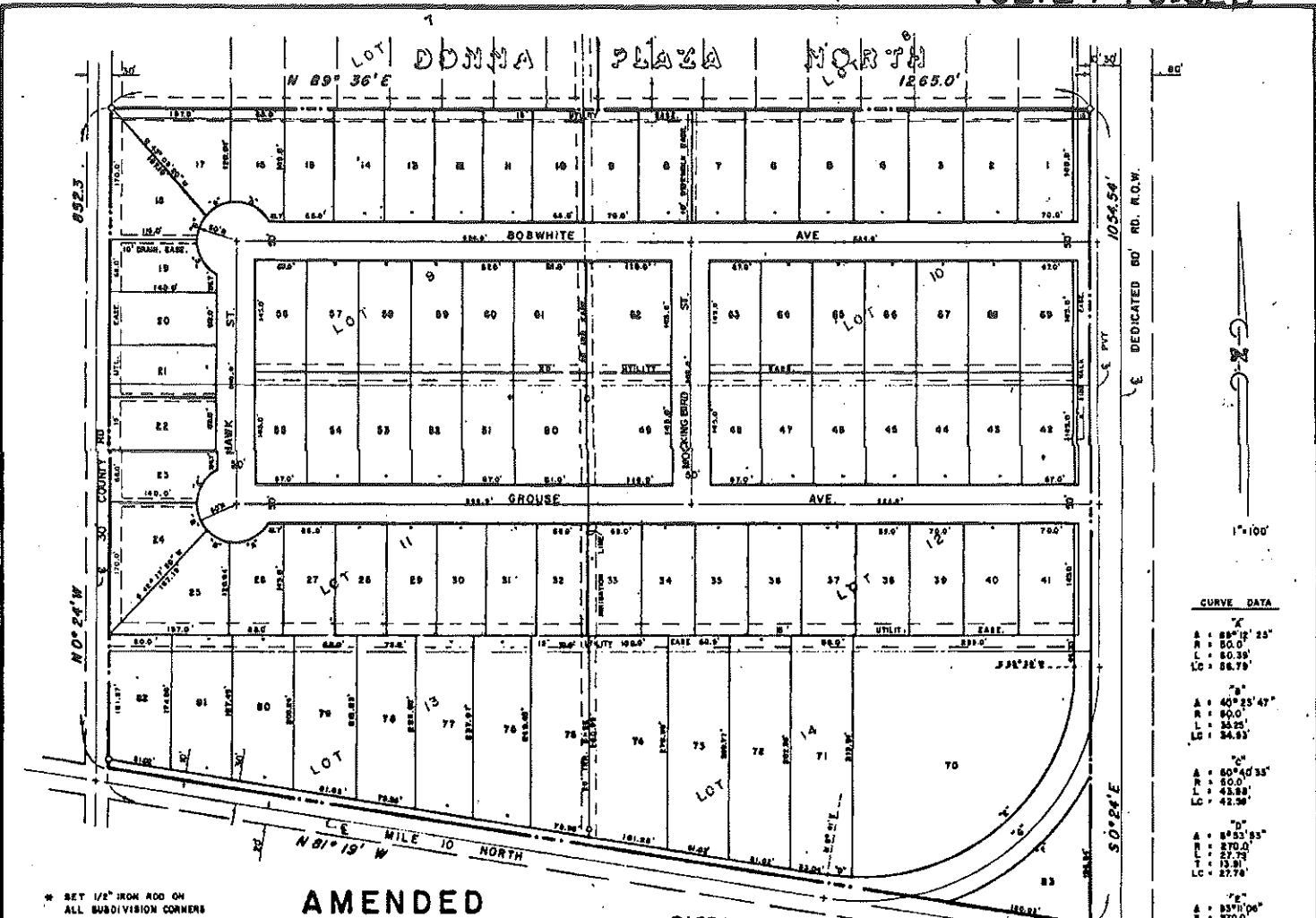
6/13/17  
Date

- 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.



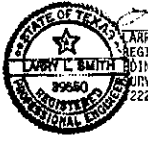
**AMENDED MAP OF DONNA HEIGHTS NORTH**

**APPROVED FOR RECORDING**  
 Hidalgo Co. Right of Way Dept.  
 By: *Donna Walker*  
 Date: *Nov. 13, 1984*

**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 *24* Page *62B*  
 of the map records of Hidalgo County, Texas  
 Melton and Hunt, Inc. County Surveyors  
 S.E. COR. LOT. M

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  
 BOINBURG, 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*  
 ALBERT K. POLTS, OWNER

STATE OF TEXAS  
 COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED, 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.

*Irene J. Clark*  
 NOTARY PUBLIC FOR THE STATE OF TEXAS

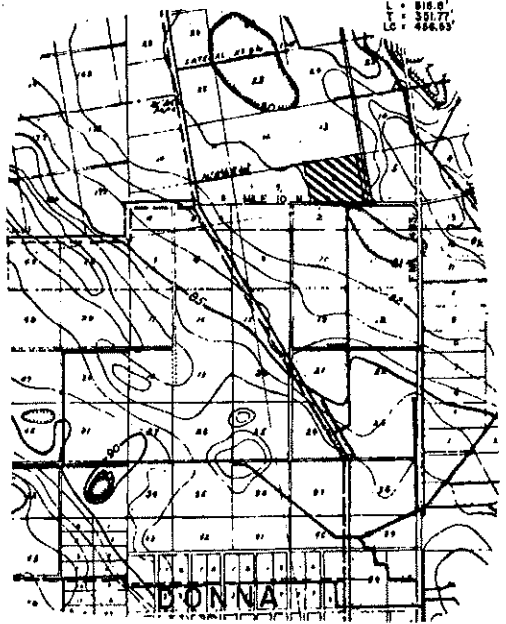
THIS PLAT APPROVED BY THE DONNA IRRIGATION DISTRICT ON THIS THE *22<sup>nd</sup>* DAY OF *August*, A.D., 1984

ATTEST:  
*B.C. Morgan*  
 SECRETARY

*J. Edgar Ruiz*  
 PRESIDENT

APPROVED FOR RECORDING BY COMMISSIONERS' COURT  
 This on the *13<sup>th</sup>* day of *Nov.* 1984  
*J. Edgar Ruiz*  
 Hidalgo County, Texas  
 County Clerk

**FILED**  
 AT *10:00 AM*  
 J. EDGAR RUIZ  
 County Clerk, Hidalgo County, Texas



- NOTES:
- MINIMUM FINISHED FLOOR ELEVATIONS FOR ALL BUILDING IMPROVEMENTS SHALL BE 81.5 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

Recorded in Book *24* Page *62B*  
 of the map records of Hidalgo County, Texas  
 Melton and Hunt, Inc. County Surveyors



# PLANNING DEPARTMENT

## County of Hidalgo

Rev. 06-03-15

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

T.J. Arredondo, CFM  
Director of Planning

Precinct 1 2 3 4

Application No: 1-300

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

Upon the application of:

Name: Robyn Juarez

Address: 3124 Minervast  
Mercedes TX 78570

Phone: (956) 998-9299

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

Water Supplier: North Alamo WSC

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

Account/ESI No.: ~~30~~ 325970-001  
 Temporary Pole  Permanent Service

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

SUNRISE HALL LOT 4 BK 7

[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.

[Signature]  
Planning Department Authorized Signature

[Signature]  
Hidalgo County Judge

\_\_\_\_\_  
Date

ATTEST:

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

\_\_\_\_\_  
Date



**PLANNING DEPARTMENT**  
**County of Hidalgo**

Rev. 06-03-15

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**T.J. Arredondo, CFM**  
*Director of Planning*

Precinct 0234

Application No: 1-300

**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

ROBYN JUAREZ

Known to me [or proved to me in the oath of DL# 02133396 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:

SUNRISE HILL LOT 4 BLK 7"

[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~~]

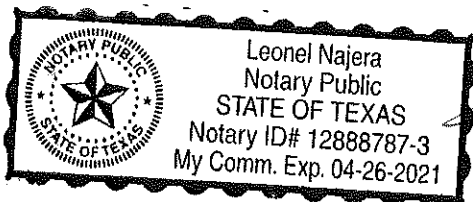
3A. "The land was not sold or conveyed to me by the Subdivider or the subdivider's agent after September 1, 1995."

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."

Robyn Juarez (Signature)

SUBSCRIBED AND SWORN TO before me on 14<sup>th</sup> FEB, 2018 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 OR YOUR DRIVER'S LICENSE NUMBER

SHERIFF'S RESALE DEED

THE STATE OF TEXAS                    §  
  §                                   KNOW ALL MEN BY THESE PRESENTS  
COUNTY OF HIDALGO                   §

THAT WHEREAS, at a regularly scheduled meeting of the **Weslaco Independent School District Board of Trustees** held **October 10, 2016**, pursuant to Sec. 34.05(a)(b)(c)(d) of the Texas Property Tax Code, the Board of Trustees requested that Sheriff J.E. "Eddie" Guerra, Hidalgo County, Texas, advertise for sale and sell the following real property, acquired through tax foreclosure proceedings in **Cause No. T-762-09-B** styled **WESLACO INDEPENDENT SCHOOL DISTRICT AND SOUTH TEXAS COLLEGE, ET AL vs. ROY DE LOS SANTOS**, described below, by having a notice of the sale published in the English language once a week for three consecutive weeks preceding the day of the sale, in **Advance News Journal**, a newspaper in Hidalgo County, Texas, the first of said publications appearing not less than twenty days immediately preceding the day of the sale; said notice of sale containing a statement of the authority by virtue of which the sale is to be made, the time and place of sale and a brief description of the property to be sold and said Sheriff being further authorized by Section 33.54(c), Property Tax Code of Texas, which, after the expiration of the limitations of actions provided therein, grants full title to the hereinafter described property to the purchaser at a tax sale or his successor in interest.

On the first Tuesday in **December, the same being December 6, 2016**, between the hours of ten o'clock a.m. and four o'clock p.m., I sold the hereinafter described property at public venue in the County of Hidalgo, State of Texas, at the designated door of the Courthouse of Hidalgo County, Texas, and the property hereinafter described was sold to **ROBYN JUAREZ** for the sum of **\$13,500.00**, being the highest and best bidder thereof.

WHEREAS, the above named Grantee exhibited to the officer who conducted the sale an unexpired written statement issued by the Hidalgo County Tax Collector pursuant to Texas Tax Code Section 34.015 showing that there are no delinquent taxes due to Hidalgo County and that no school district or municipality with territory within such county has reported delinquent taxes due by the Grantee.

NOW THEREFORE, in consideration of the premises aforesaid, and of the payment of the said sum of **\$13,500.00**, the receipt of which is hereby acknowledged, I, J.E. "Eddie" Guerra, Sheriff of Hidalgo County, Texas, have **GRANTED, SOLD AND CONVEYED**, and by these presents, do **GRANT, SELL AND CONVEY** unto the said **ROBYN JUAREZ** ("Grantee") all of the estate, right, title and interest which the said **Weslaco Independent School District** ("Grantor"), for itself, and as trustee for the use and benefit of all taxing entities which established tax liens in the above referenced cause number had of, in and to the following property, to-wit:

**DESCRIPTION: TRACT 1: LOT 7, BLOCK 4, WES-MER SUBDIVISION, CITY OF WESLACO, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 19, PAGE 53, MAP RECORDS OF HIDALGO COUNTY, TEXAS. (ACCT. NO. W220000004000700)**

TO HAVE AND TO HOLD the above described property together with all of the rights, privileges and appurtenances thereto in any manner belonging unto the said **ROBYN JUAREZ** his heirs and assigns forever, as fully and as absolutely as I, as Sheriff of Hidalgo County, Texas, can convey by virtue of Sec. 34.05, Texas Property Tax Code, in said tax suit. It is understood and agreed that a writ of possession will issue as provided by law.

Taxes assessed for the current year are to be paid by grantee. Further, this sale is subject to any right of redemption remaining to the former owner at the time of resale.

THIS SALE IS BEING CONDUCTED PURSUANT TO STATUTORY OR JUDICIAL REQUIREMENTS. BIDDERS BID ON THE RIGHTS, TITLE, AND INTERESTS, IF ANY, IN THE REAL PROPERTY OFFERED.

THE PROPERTY IS SOLD AS IS, WHERE IS, AND WITHOUT ANY WARRANTY, EITHER EXPRESS OR IMPLIED. NEITHER THE COUNTY NOR THE SHERIFF'S DEPARTMENT WARRANTS OR MAKES ANY REPRESENTATIONS ABOUT THE PROPERTY'S TITLE, CONDITION, HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. BUYERS ASSUME ALL RISKS.

IN SOME SITUATIONS, A LOT OF FIVE ACRES OR LESS IS PRESUMED TO BE INTENDED FOR RESIDENTIAL USE. HOWEVER, IF THE PROPERTY LACKS WATER OR WASTEWATER SERVICE, THE PROPERTY MAY NOT QUALIFY FOR RESIDENTIAL USE. A POTENTIAL BUYER WHO WOULD LIKE MORE INFORMATION SHOULD MAKE ADDITIONAL INQUIRIES OR CONSULT WITH PRIVATE COUNSEL.

ESTA VENTA SE LLEVARÁ A CABO DE CONFORMIDAD CON LOS REQUISITOS LEGALES O JUDICIALES. LOS POSTORES HARÁN UNA OFERTA POR EL TÍTULO, LOS DERECHOS E INTERESES, SI ALGUNO, EN LA PROPIEDAD OFRECIDA.

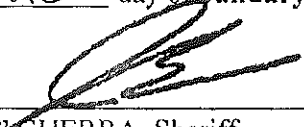
LA PROPIEDAD SE VENDE COMO ESTÁ, EN EL LUGAR DONDE SE ENCUENTRA, Y SIN NINGUNA GARANTÍA, YA SEA EXPRESA O IMPLÍCITA. NI EL CONDADO, NI LA OFICINA DEL ALGUACIL GARANTIZAN O HACEN NINGUNA REPRESENTACIÓN SOBRE EL TÍTULO DE LA PROPIEDAD, CONDICIÓN, HABITABILIDAD, COMERCIALIZABILIDAD, O IDONEIDAD PARA UN PROPÓSITO PARTICULAR. LOS COMPRADORES ASUMEN TODOS LOS RIESGOS.

EN ALGUNAS SITUACIONES, UN LOTE DE CINCO HECTÁREAS O MENOS SE PRESUME QUE ES APTO PARA USO RESIDENCIAL. SIN EMBARGO, SI LA PROPIEDAD NO TIENE SERVICIOS DE AGUA POTABLE O AGUAS RESIDUALES, LA PROPIEDAD NO PUEDE CALIFICAR PARA EL USO

RESIDENCIAL. UN COMPRADOR POTENCIAL QUE DESEE MÁS INFORMACIÓN, DEBERÁ HACER ESTUDIOS ADICIONALES O CONSULTAR CON UN ABOGADO PRIVADO.

Grantor hereby conveys to Grantee the property without warranties, express or implied. All warranties that might arise by common law and by Section 5.023 of the Texas Property Code, as amended, are hereby excluded. Grantee by their acceptance hereof agree that they shall have no claim against Grantor by reason of any defects in title, lack of title, failure of title to the property or any portion thereof, or by reason of any interest of or rights in the property which may be vested in any third party

In Testimony whereof, I have hereunto set my hand, this 26<sup>th</sup> day of January, 2017.

  
\_\_\_\_\_  
J.E. "EDDIE" GUERRA, Sheriff  
Hidalgo County, Texas

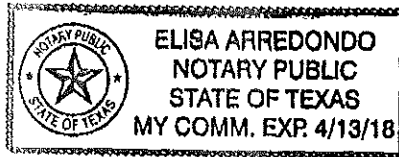
THE STATE OF TEXAS            §  
COUNTY OF HIDALGO         §

Before me, the undersigned Notary Public in and for Hidalgo County, Texas, on this day personally appeared J.E. "Eddie" Guerra, Sheriff of Hidalgo County, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as Sheriff of Hidalgo County, Texas, for the purposes and consideration, and in the capacity therein expressed.

Given under my hand and seal of office, this 26<sup>th</sup> day of January, 2017.

  
\_\_\_\_\_  
Notary Public in and for Hidalgo County, Texas

After recording, return to:  
**ROBYN JUAREZ**  
7536 N. FM 88  
WESLACO, TX 78599





COUNTY OF HIDALGO  
PLANNING DEPARTMENT

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

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Precinct No. 3 Substation  
2401 N. Moorefield Rd.  
Mission, Texas 78572  
Ph: 956-205-7045  
Fax: 956-205-7049

Permit No.: Permit 1-300  
Receipt No.: 001276  
S7350-00-007-0004-00

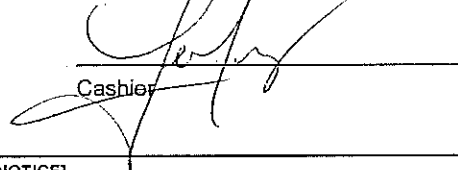
JUAREZ ROBYN  
7536 N. FM 88  
WESLACO, TX 78599  
(956) 998-9299  
(956) 998-9299

- [1] Contractor: self
- [2] Water System: North Alamo WSC
- [3] Class of Work: 44 Mobile homes
- [4] Size of Structure: 736Sq.Ft.
- [5] Legal Description: SUNRISE HILL LOT 4 BLK 7
- [6] Location: fm 1015 & mile 11
- [7] Sewage: N/A
- [8] Construction Type: Metal
- [9] Est. Cost of Construction: \$6000
- [10] Flood Zone: Zone AE

Community Panel Number: 480334 0450c  
Precinct: 1  
Certification of Elevation Required: Yes  
Setbacks: Front 25', Rear 15', Side 6', Side 6', Corner '  
Special Conditions: must comply with all county setbacks & regulations  
Description: Permit 1-300  
Price: \$30.00  
Description: Unauthorized Construction Penalty  
Price: \$30.00

**Total Amount.....\$60.00**

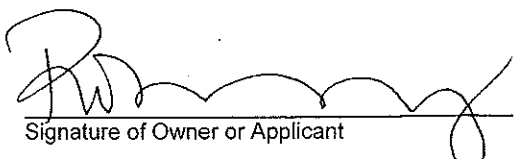
Method of Payment: Check  
Check/M.O.#: 414  
Payment: \$60.00  
Change Due: \$0.00  
Application: leo.najera  
Inspector: leo.najera  
Receipt: ~~alyssa.najera~~ LEONEL MATEO

  
Cashier

2/12/18  
Date

[NOTICE]

ALL SETBACKS AND FINISH FLOOR ELEVATIONS SHALL BE IN COMPLIANCE WITH THE SUBDIVISION PLAT AND/OR DEED RESTRICTIONS. NO CONSTRUCTION ALLOWED OVER ANY EASEMENTS. NO MORE THAN ONE SINGLE FAMILY RESIDENCE PER LOT. APPLICANT SHALL COMPLY WITH ALL THE PLAT AND OR DEED RESTRICTIONS AND REQUIREMENTS AFFECTING THE LOT. APPLICANT ACKNOWLEDGES THAT NO FURTHER DIVISION OF THE DESCRIBED PROPERTY SHALL BE DONE WITHOUT FIRST PREPARING A SUBDIVISION PLAT IN ACCORDANCE WITH HIDALGO COUNTY SUBDIVISION RULES, TEXAS LOCAL GOVERNMENT CODE AND/OR TEXAS WATER DEVELOPMENT BOARD MODEL SUBDIVISION RULES. A CLEARANCE WILL NOT BE ISSUED FOR ANY PROPERTY LOCATED IN AN AREA DESIGNATED AS ZONE 'A', 'AE', 'AH' OR 'AO' UNTIL THE OWNER AND/OR CONTRACTOR HAS PROVIDED THE PLANNING DEPARTMENT A DEVELOPMENT PERMIT APPROVED BY THE COUNTY OF HIDALGO FLOOD PLAIN ADMINISTRATOR INCLUDING AN ELEVATION CERTIFICATE REFLECTING THE PROPOSED FINISHED FLOOR ELEVATION FOR THE IMPROVEMENTS AND THE BASE FLOOD ELEVATION FOR THE PROPERTY. IN ADDITION, A FINAL CLEARANCE WILL NOT BE ISSUED UNTIL THE OWNER AND/OR CONTRACTOR HAS PROVIDED THE PLANNING DEPARTMENT A FINISHED FLOOR CONSTRUCTION ELEVATION CERTIFICATE CONFIRMING THAT ALL IMPROVEMENTS WERE CONSTRUCTED IN ACCORDANCE WITH THE TERMS OF THE INITIAL APPLICATION AND FLOOD PLAIN ADMINISTRATION DEVELOPMENT PERMIT. A SEPARATE PERMIT IS ALSO REQUIRED FOR INSTALLATION OF SEPTIC TANKS AND THE VERIFICATION THAT SEPTIC TANKS WERE INSTALLED IN COMPLIANCE WITH ALL LEGAL REQUIREMENTS. THIS APPLICATION IS SUBJECT TO CANCELLATION 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 ANY TIME AFTER WORK IS COMMENCED. APPLICANT/OWNER STATES THAT NO STRUCTURE EXISTS ON THIS TRACT OF LAND. IF FOUND IN VIOLATION APPROVED APPLICATION MAY BE REVOKED. APPROVED APPLICATION FEE SHALL BE DOUBLED FOR CONSTRUCTION COMMENCING AND/OR STRUCTURES MOVED IN PRIOR TO OBTAINING AN APPROVED APPLICATION. THE FORGOING IS A TRUE AND CORRECT DESCRIPTION OF THE IMPROVEMENTS CONTEMPLATED BY THE UNDERSIGNED APPLICANT, AND THE APPLICANT STATES THAT THE APPLICANT WILL HAVE FULL AUTHORITY OVER THE CONSTRUCTION OF SAME AND CONTRACTOR AND APPLICANT HEREBY AGREE TO COMPLY WITH ALL COUNTY REQUIREMENTS AND APPLICABLE PLAT AND/OR DEED RESTRICTIONS. APPLICANT AND CONTRACTOR HEREBY CERTIFY THAT EACH HAS 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 VIOLATE OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION. BY SIGNING THIS APPLICATION, APPLICANT AND CONTRACTOR AUTHORIZE REPRESENTATIVES OF THE COUNTY OF HIDALGO TO COME ON TO THE CONSTRUCTION SITE TO MONITOR CONTRACTOR'S AND APPLICANT'S COMPLIANCE WITH THE TERMS OF THE PERMIT AND THE COUNTY'S SUBDIVISION REGULATIONS. PLEASE CONTACT PLANNING DEPARTMENT 48 HOURS PRIOR TO POURING OF FOUNDATION FOR INSPECTION OF BUILDING SETBACKS FROM PROPERTY LINES AND FINISH FLOOR ELEVATION. NO CONSTRUCTION ALLOWED OVER ANY EASEMENTS. BUILDING SETBACKS AND FINISH FLOOR ELEVATIONS SHALL BE MET PRIOR TO POURING FOUNDATION OR WHEN MOVING IN A STRUCTURE.

  
Signature of Owner or Applicant

2/12/18  
Date

