





# PLANNING DEPARTMENT

Rev. 06-03-15

## 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

Precinct 1 2 3 4

T.J. Arredondo, CFM  
Director of Planning

Application No: 1-1191

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

Upon the application of:

Name:

Martha Cardillo

Address:

3203 Eleno St.  
Weslaco, Tx 78596

Phone:

(956) 294-5310

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

Water Supplier:

NAWSC

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:

Colonia Del Norte Lot # 213

[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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Precinct 1234

T.J. Arredondo, CFM  
Director of Planning

Application No: 1-1191

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

Martha Castillo

Known to me [or proved to me in the oath of Tx DL# 35868297 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:

Colonia Del Torero lot #213."

[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."~~

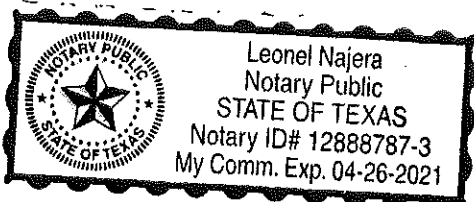
-OR-

~~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."~~

Martha Castillo (Signature)

SUBSCRIBED AND SWORN TO before me on 23<sup>rd</sup> Feb, 2014, to certify which, witnesses my hand and seal of office.

NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS



**WARRANTY DEED WITH VENDOR'S LIEN**

**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 RECORD: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER CHAPTER 11 SEC. 11.008 TEXAS PROPERTY CODE**

Date: MARCH 3, 2010  
GRANTOR: LAND OF TWO SUNSHINES, LP, a Texas limited partnership acting by and through Sunshine Deals, LLC, its general partner.

**GRANTOR'S MAILING ADDRESS (INCLUDING COUNTY):**

P. O. BOX 845  
WESLACO, HIDALGO COUNTY, TX. 78599-0845

GRANTEE: JOSE ALFREDO CASTILLO, JR [REDACTED] and brother JOSE ANGEL CASTILLO [REDACTED] minor sons of Martha Castillo, guardian and mother

**GRANTEE'S MAILING ADDRESS (INCLUDING COUNTY):**

4009 Elena St.  
WESLACO, HIDALGO COUNTY, TX. 78596

**CONSIDERATION:**

A note of even date that is in the original principal amount of Twelve Thousand and 00/100ths DOLLARS (\$12,000.00) and is executed by Grantee, payable to the order of Grantor. It is secured by a vendor's lien retained in this deed and by a Deed of Trust of even date from Grantee to Charles A. Barbosa, Trustee.

**PROPERTY (INCLUDING ANY IMPROVEMENTS):**

All of Lots Number Two Hundred Thirteen (213) and Two Hundred Fourteen (214) in Colonia De! Noreste, as per map or plat thereof recorded in Book 23 Page 166, as per the map records in the Office Of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes.

**SUBJECT TO THE FOLLOWING:**

- 1.All instruments of record affecting the Property other than liens or conveyances of the surfaces estate;
- 2.All unrecorded easements and right-of -way;
- 3.The rights of any party or parties who are or have been in physical possession of any right of prescription;
- 4.Any vacancies, conflicts in boundaries or discrepancies in area;
- 5.Any rights of adjacent owners;
- 6.Any obligations or restrictions imposed on the Property by any governmental authority; and
- 7.Any unpaid taxes for 2008and any assessments for 2009 or any prior year imposed after the date of this conveyance.

RESTRICTIONS, AND RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

- A. Purchaser must secure a building permit from the County of Hidalgo, before construction commences.
- B. All lots are to be used only for Single Residential purposes. Only a one (1) family residence may be built on the two lots. No home/structure/building may be moved onto a lot.
- C. No lot, street, drainage ditch or easement may be used as a parking lot for cars, eighteen wheeler boats or any other type of vehicle either temporarily or permanently.
- D. No lot may be subdivided to create smaller lots.
- E. Only a single-family residence may be built on the lot. Each home must have a minimum of seven hundred twenty-eight (728') square feet of living area. The living area does not include the garage, carport, stoop, porch, and laundry facility or storage room.
- F. All homes must be built of new materials consisting of block, brick, wood or a combination thereof.
- G. Block and frame homes must have the exterior walls painted, prior to occupancy. All exterior openings to each home must be sealed with doors, windows, or proper equipment prior to occupancy. Homes must be completed on the exterior, prior to occupancy.
- H. Foundation or concrete slabs or wood must be installed prior to occupancy. All foundations must be in compliance with the rules and regulations of the County of Hidalgo.
- I. Each home must have at least one (1) bathroom facility, completely installed and working, prior to occupancy.
- J. Home must have raised roofs. Homes with flat roofs are not permitted.
- K. Any home or part thereof, including, but not limited to, a porch, garage, or carport must be placed at least twenty-five (25') feet from the front lot line, at least ten (10') feet from both sides lot lines, and at least twenty (20') feet from the back lot line.
- L. Purchaser must install a complete septic tank system, which is in compliance with the rules and regulations of the County of Hidalgo, and as drawn in the design plan provided by seller to purchaser. Purchaser will provide seller with the inspection report issued by the County of Hidalgo, indicating completion and approval of the septic tank system, prior to occupancy of the home.
- M. Each home must have electricity and potable water in operation prior to occupancy.
- N. Purchaser must install a meter box to service home with electricity, which is in compliance with the rules and regulations of Magic Valley Electric Cooperative. The meter box must be placed on the side of the home that will be least costly for Magic Valley Electric Cooperative to service the home.
- O. Purchaser must keep the lot, easement, and drainage ditches which run along the property in good repair and condition. Maintenance and appearance of the lot, easement and drainage ditches shall be neat and clean. Vegetation, weeds and/or brush may grow no taller than thirty (30") inches. If vegetation, weeds and/or brush is excessive in growth, seller may refuse payments on the lot, until all excessive vegetation, weeds and/or brush are cut and meet with the seller's approval. Seller may, but not being obligated to do so, cut excessive vegetation, weeds and/or brush. Purchaser will reimburse seller all costs, incurred with cutting the excessive vegetation, weeds and/or brush. The minimum fee is One Hundred and no/100ths (\$100.00) Dollars.
- P. Purchaser will keep the lot, street, drainage ditch and easement, clean and free of abandoned property, junk, wanted or unwanted items, including but not limited to, appliances, campers, construction materials, pallets, household furniture, clothing and parts thereof

- Q. All rubbish, trash, garbage, vegetation, wanted or unwanted items must be disposed of or picked up by a waste management company. No outside burning of wanted or unwanted items of any kinds is permitted on the lot, street, drainage ditches or easement of the subdivision.
- R. No structure of a temporary character such as, but not limited to a bus, basement, tent, lean-to, shack, barn, garage, or other out building shall be placed or constructed on any lot, street, drainage ditch or easement in the subdivision or used as a dwelling or a residence either temporarily or permanently.
- S. Mobile homes, travel trailers, motor homes will not be allowed.
- T. Any fence constructed on the lot must be constructed of new block, brick, cedar or hurricane (cyclone) material. All block fences must be painted or stuccoed, within seven (7) days of construction. Cedar fences may be painted, stained or left in their natural state.
- U. Purchaser has seven (7) days upon purchasing lot to install a reinforced steel wire mesh concrete pipe. Pipe must be eighteen (18") inches or larger in diameter, sixteen (16') feet or longer in length and covered with caliches, asphalt or concrete. This will serve as the vehicle entrance point and help to maintain proper drainage of the lot.
- V. Vehicles larger than a standard pickup truck such as but not limited to One and a (1/2) half ton vehicles, eighteen (18) wheelers produce trucks, tractors, farm equipment or buses shall not be parked on the lot, drainage ditch, or easement of the subdivision.
- W. No more than three (3) working vehicles are permitted on the lot, street, drainage ditch or any easement of the subdivision.
- X. Vehicles that are non-operational for a period of fourteen (14) days or more are not permitted on the lot, street, drainage ditch or easement of the subdivision.
- Y. Farm animals such as but not limited to cows, horses, ostriches, chickens, roosters, pigs, ducks, rabbits, sheep or goats, can not be kept or bred for commercial or personal purposes on the lot, street, drainage ditch or any easement of the subdivision.
- Z. Businesses such as, but not limited to a convenience store, mini store, taco stand, restaurant, tavern bar, dance hall, church, non-profit organization, garage sale, yard sale, workshop for the repair of tires, televisions, automobiles, refrigerators, VCR's or air conditioners are not permitted on the lot, street, drainage ditch or any easement of the subdivision. The selling or repairing of any item is not permitted on the lot, street, drainage ditch, or any easement of the subdivision.
- AA. A street, pathway, alley, crossover, or any type of connecting path between any two (2) pieces of land, which vehicles may create or used, is not permitted on any lot, street, drainage ditch or easement of the subdivision. This pertains to lots connecting with each other in the subdivision, or lots connecting with any other lands.
- BB. All easements for the installation and maintenance of utilities and irrigation facilities are reserved for same. Right of the use for ingress and egress shall be had at all times over any easement for the repair, removal, installation, operation, or maintenance of any utility together with the right to remove any obstructions that may be placed in such easement which would interfere with the use, maintenance, operation or installations of such utility. A utility company, irrigations district or other authorized entity, its agents, employees or assigns shall not be liable for any damage done by them to trees, shrubbery, flowers, fences, septic tank systems or other property situated within any such easements.
- CC. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded, after which time all covenants shall be automatically extended for successive periods of ten (10) years unless and instrument signed by a majority of the then owners of the lots has been recorded agreeing to changes said covenants in part or whole.

DD. Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages.

EE. Invalidation of anyone of these covenants by judgment or court order shall in no wise affect any other provisions, which shall remain in full force and effect.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grant, sell, and convey 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.

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

BY THE ACCEPTANCE OF THIS DEED, GRANTEE IS TAKING THE PROPERTY "AS IS" "WHERE IS" AND "WITH ALL FAULTS", IF ANY, 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:

- (1) 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;
- (2) THE NATURE OR QUALITY OF CONSTRUCTION, STRUCTURAL DESIGN AND ENGINEERING OF ANY IMPROVEMENT
- (3) AND THE QUALITY OF THE LABOR AND MATERIALS INCLUDED IN ANY IMPROVEMENT;
- (4) THE SOIL CONDITIONS, DRAINAGE OR OTHER CONDITIONS EXISTING AT PROPERTY WITH RESPECT TO ANY PARTICULAR PURPOSE, DEVELOPMENT POTENTIAL OR OTHERWISE;
- (5) ALL WARRANTIES CREATED BY ANY AFFIRMATION OF FACT OR PROMISE OR BY ANY DESCRIPTION OF THE PROPERTY;
- (6) ALL OTHER WARRANTIES AND REPRESENTATIONS WHATSOEVER, EXCEPT THE WARRANTY OF TITLE EXPRESSLY SET FORTH HEREIN.

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

NO TITLE EXAMINATION OR TAX EXAMINATION WAS REQUESTED IN CONNECTION WITH THE PREPARATION OF THIS DOCUMENT, NOR WAS ANY MADE.

Land of Two Sunshines, LP, a Texas limited partnership acting by and through Sunshine Deals, LLC, its general partner by Hilda B. Lopez, Member.

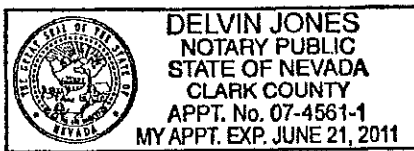
*Hilda B Lopez, Member*  
BY: Hilda B. Lopez, Member

**ACKNOWLEDGEMENT**

**STATE OF NEVADA**

**COUNTY OF CLARK**

This instrument was acknowledged before me on March 3<sup>RD</sup>, 2010 by Land of Two Sunshines, LP, a Texas limited partnership, acting by and through Sunshine Deals, LLC, its general partner, by Hilda B. Lopez, Member.



*Delvin Jones*  
Notary Public in and for the State of Nevada

After filing please mail to:  
LAND OF TWO SUNSHINES, LP  
P O Box 845  
Weslaco, TX 78599-0845

THE OWNER OF THE LAND SHOWN ON THIS PLAT AND WHOSE NAME IS SUBSCRIBED HERETO, AND IN PERSON OR THROUGH A DULY AUTHORIZED AGENT DEDICATED TO THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, WATER COURSE, DRAINS, EASEMENT AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

OWNER Hilda B. Garcia  
 OWNER Tony Barbosa

I, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE-GROUND.

DATE 11-21-83

Stacy S. Burt  
 REGISTERED PUBLIC SURVEYOR  
 NO. 2275 PE 34985

SWORN TO AND SUBSCRIBED BEFORE ME THIS THE 21 DAY OF November 1983

Franky Carr  
 NOTARY PUBLIC, HIDALGO COUNTY, TEXAS

APPROVAL BY WATER DISTRICT  
 THIS PLAT APPROVED BY HIDALGO COUNTY WATER IMPROVEMENT DISTRICT No. \_\_\_\_\_  
 -ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. \_\_\_\_\_

\_\_\_\_\_  
 PRESIDENT  
 \_\_\_\_\_  
 SECRETARY

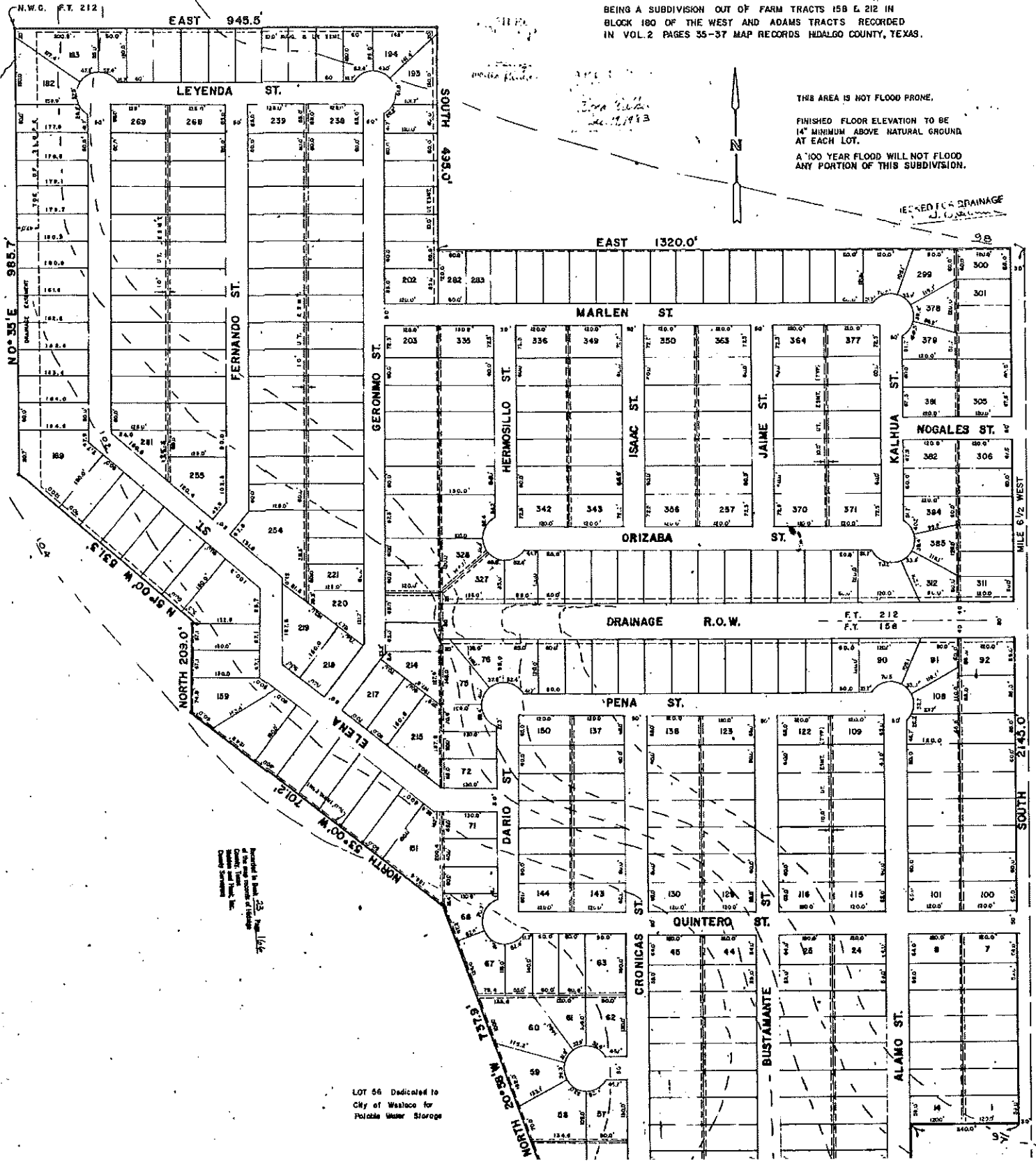
**COLONIA DEL NORESTE**

BEING A SUBDIVISION OUT OF FARM TRACTS 158 & 212 IN BLOCK 180 OF THE WEST AND ADAMS TRACTS RECORDED IN VOL. 2 PAGES 35-37 MAP RECORDS HIDALGO COUNTY, TEXAS.

THIS AREA IS NOT FLOOD PRONE.

FINISHED FLOOR ELEVATION TO BE 14" MINIMUM ABOVE NATURAL GROUND AT EACH LOT.

A 100 YEAR FLOOD WILL NOT FLOOD ANY PORTION OF THIS SUBDIVISION.



Chapter 232, Texas Local Government Code

Application No. P1191

Date 3/18 2004

Location MIKE & 1/2 W MIKE

Lot No. 213

Blk No.

Subdivision COLONIA DEL NOROESTE

Owner NEEL & GARRA SORA

Contractor SELF

**APPROVED APPLICATION**

C-51

M.C.

Hidalgo County Planning Department

Note: This Must be Posted on the Structure  
Not to be Removed Until Improvements are Completed

