





# 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

Precinct 1 2 3 4

T.J. Arredondo, CFM  
Director of Planning

Application No: 1-269

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

Upon the application of:

Name: Proyecto Azteca

Address: Po Box 27

San Juan TX

78589

Phone: (956)762-3307

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

Water Supplier: CITY OF MERCED

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

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

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

SOUTHERN VALLEY EST. LOT 15

[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

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
--	---	---

T.J. Arredondo, CFM  
Director of Planning

Precinct 1 2 3 4

Application No: 1-209

**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

PROYECTO ARTECA (PAUL CERVANTES)

Known to me [or proved to me in the oath of DL# 18240032 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:

SOUTHERN VALLEY EST. LOT 15."

[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]

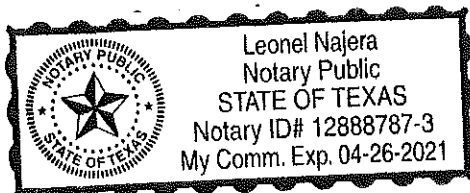
~~3A. "The land was not sold or conveyed to me by the Subdivider or the subdivider's agent after September 1, 1995."~~

-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."

Paul Cervantes (Signature)

SUBSCRIBED AND SWORN TO before me on May 3<sup>rd</sup>, 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 OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**General Warranty Deed**

**Date:** October 26, 2017

**Grantor:** John H. Dominguez, Jr. and Dora Dominguez, a married couple

**Grantor's Mailing Address:**

John H. Dominguez, Jr. and Dora Dominguez  
P.O. Box 475  
Mattawan, MI 49071

**Grantee:** Proyecto Azteca, a Texas nonprofit corporation

**Grantee's Mailing Address:**

Proyecto Azteca  
P.O. Box 27  
San Juan, TX 78589

**Consideration:**

Cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

**Property (including any improvements):**

Lots Fifteen (15) and Sixteen (16), **SOUTHERN VALLEY ESTATES SUBDIVISION**, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 24, Page 171-A, Map Records, Hidalgo County, Texas.

**Reservations from Conveyance:**

None

**Exceptions to Conveyance and Warranty:**

Mineral and/or royalty and/or reservation in instrument(s) dated June 1, 1976, recorded in Volume 1495, Page 540, and dated July 7, 1977, recorded in Volume 1536, Page 996, Deed records, Hidalgo County, Texas.

All leases, grants, exceptions, or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges and immunities relating thereto, appearing in the Public records.

Easement dated April 23, 1943, recorded in Volume 511, Page 140, Deed Records, Hidalgo County, Texas.

Easements and Right of Way dated January 12, 1987, recorded in Volume 2399, Page 663, Official records, Hidalgo County, Texas.

Easements, rules, regulations and rights in favor of Hidalgo and Cameron Counties Irrigation District No. 9.

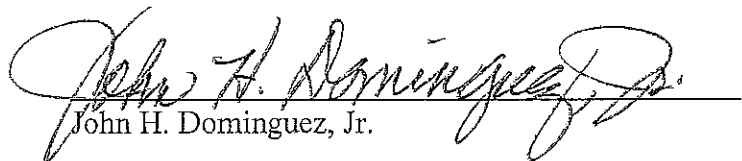
Minimum floor elevation; as per map thereof recorded in Volume 24, Page 171-A, Map records of Hidalgo County, Texas.

Easements and reservations as may appear upon the recorded map and dedication of said subdivision.

Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey.

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.

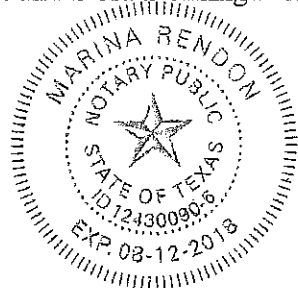
  
John H. Dominguez, Jr.

  
Dora Dominguez

STATE OF TEXAS )

COUNTY OF HIDALGO )

This instrument was acknowledged before me on October 26, 2017, by John H. Dominguez, Jr. and Dora Dominguez.



A handwritten signature in cursive script, appearing to read "Marina Rendón".

Notary Public, State of Texas

My commission expires: 8/2/18

AFTER RECORDING RETURN TO:

Joe Richard Flores, P.C.  
218 S. Jackson Road  
Edinburg, TX 78539



COUNTY OF HIDALGO  
PLANNING DEPARTMENT

Permit No.: Permit 1-269

Receipt No.: 001167

S4845-00-000-0015-00

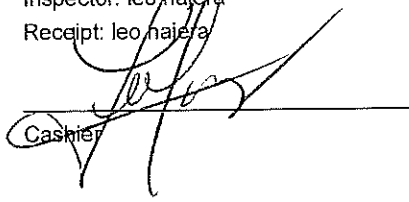
Main Office	Precinct No. 1 Substation	Precinct No. 3 Substation
1304 South 25th Street	1902 Joe Stephens Ave.	2401 N. Moorefield Rd.
Edinburg, Texas 78542	Weslaco, Texas 78596	Mission, Texas 78572
Ph: 956-318-2840	Ph: 956-968-4734	Ph: 956-205-7045
Fax: 956-318-2844	Fax: 956-973-7850	Fax: 956-205-7049

PROYECTO AZTECA  
PO BOX 27  
SAN JUAN, TX 78589  
(956) 702-3307  
(956) 702-3307

- [1] Contractor: SELF
- [2] Water System: City of Mercedes
- [3] Class of Work: 01 Residential, new, Single Family Dwelling
- [4] Size of Structure: 1150Sq.Ft.
- [5] Legal Description: SOUTHERN VALLEY ESTATES LOT 15-<sup>W</sup>  
54
- [6] Location: MILE 2 E. & MILE 6 N
- [7] Sewage: City of Mercedes
- [8] Construction Type: Wood
- [9] Est. Cost of Construction: \$70000
- [10] Flood Zone: Zone B

Community Panel Number: 480334 0525B  
Precinct: 1  
Certification of Elevation Required: No  
Setbacks: Front 25', Rear 15', Side 6', Side 6', Corner '  
Special Conditions: **MUST COMPLY WITH ALL COUNTY SETBACKS & REGULATIONS**  
Description: Permit 1-269  
Price: \$30.00  
**Total Amount.....\$30.00**

Method of Payment: Check  
Check/M.O.#: 11632  
Payment: \$30.00  
Change Due: \$0.00  
Application: alysea.ulloa  
Inspector: leo.najera  
Receipt: leo.najera

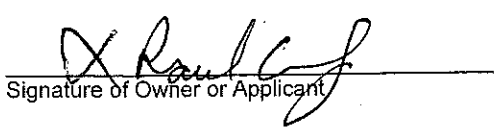
  
Cashier

2/1/18  
Date

Property ID# 858376

[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

2/1/18  
Date





# 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

T.J. Arredondo, CFM  
Director of Planning

Precinct 1 2 3 4

Application No: 1-630

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

Upon the application of:

Name: RAFAEL CERDA

Address: 12469 TEXAS BLVD  
MERCEDES TX  
78570

Phone: (956) 332-7785

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

Water Supplier: CITY OF MERCEDES

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

Account/ESI No.: NA  
 Temporary Pole  Permanent Service

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

INDIAN HILLS LOT 436 BLOCK 1

[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

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

T.J. Arredondo, CFM  
Director of Planning

Precinct 1 2 3 4

Application No: 1-630

### 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

RAFAEL CERDA

Known to me [or proved to me in the oath of DL# 42671395 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:

INDIAN HILLS LOT 436 BLK 1"

[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]

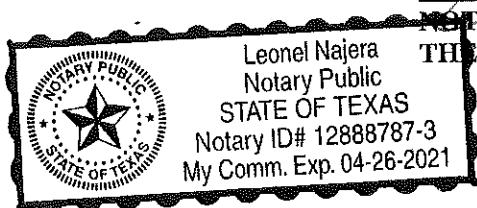
3A. "The land was not sold or conveyed to me by the Subdivider or the subdivider's agent after September 1, 1995."

-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."

Rafael Cerda (Signature)

SUBSCRIBED AND SWORN TO before me on May 7<sup>th</sup>, 2018, 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

DATE: March 29, 2016

GRANTOR: Robert L. Schwarz, not joined by my wife since the property herein conveyed constitutes no part of our legal homestead

GRANTOR'S MAILING ADDRESS: 2601 E. Mile 3 Rd  
Palmhurst, Hidalgo County, Texas 78574

GRANTEE: Rafael Cerda

GRANTEE'S MAILING ADDRESS: 12669 Tejas Blvd.  
Mercedes, Texas 78570

CONSIDERATION: Cash and a note of even date executed by Grantee and payable to the order of Grantor in the principal amount of Twelve thousand Five hundred and NO/100 Dollars ( \$12500.00). The note is secured by a first and superior vendor's lien and superior title retained in this deed and by a first-lien deed of trust of even date from Grantee to Mark Twenhafel, Trustee.

PROPERTY (including any improvements):

Lot Four hundred Thirty- Six (436), Block One (1), Indian Hills Subdivision, Hidalgo County, Texas, according to the map and plat of record in Volume 23 Page 180 and 181 and in Volume 24 page 81, Map Records of Hidalgo County, Texas;

RESERVATIONS FROM CONVEYANCE:

SAVE AND EXCEPT all oil, gas and other minerals, all geothermal energy, and wind energy and further SAVE AND EXCEPT (to the fullest extent permitted by law) all water rights and rights to water (whether riparian, appropriative or otherwise) presently appended or annexed to said property.

EXCEPTIONS TO CONVEYANCE AND WARRANTY:

As shown on Exhibit "A" attached hereto and made a part hereof for all purposes.

Liens described as part of the Consideration and any other liens described in this deed as being either assumed or subject to which title is taken; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments other than conveyances of the surface fee estate, that affect the Property; and taxes for 2016 which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

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 heir, 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.

Restrictions: See Exhibit A

Those reservations and exceptions on Exhibit A attached hereto and made a part hereto for all purposes.

Grantor, as the fee simple owner of the Property, establishes the Restrictions as covenants, conditions, and restrictions, whether mandatory, prohibitive, permissive, or administrative to regulate the structural integrity, appearance, and uses of the Property and the improvements placed on it. Grantor and Grantee stipulate that (a) the Restrictions touch and concern the Property; (b) privity of estate exists by reason of the ownership of the Property; (c) notice is given by filing this instrument in the real property records of the county in which the Property is situated; and (d) the Restrictions are reasonable, their purposes being for the common benefit of Grantor, Grantee and the Affected Property Owners, who are

affected by the structural integrity, appearance, and uses of the Property. The Restrictions run with the land making up the Property, are binding on Grantee and Grantee's successors and assigns forever, and inure to the benefit of Grantor, Grantee, Affected Property Owners, and their successors and assigns forever.

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 will become absolute.

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

Grantee accepts the herein described 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 (1) the condition the property or any element thereof, including, without limitation, warranties related to environmental conditions, suitability for habitation, merchantability or fitness for a particular purpose; (2) the soil conditions, drainage or other conditions existing at the property with respect to any particular purpose, development potential or otherwise; (3) all warranties created by affirmation of fact or promise by any description of the property; and (4) all other warranties and representations whatsoever, except the warranty of title expressly set forth herein.

Robert L. Schwarz

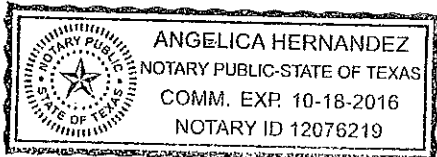
STATE OF TEXAS ) (

COUNTY OF HIDALGO ) (

This instrument was acknowledged before me on the 31<sup>st</sup> day of March, 2016 by Robert L. Schwarz

Notary Public, State of Texas

Notary's name (printed) : ANGELICA HERNANDEZ



Notary's commission expires : 10-18-16

BUYER'S ACCEPTANCE OF DEED  
03-29-2016

The undersigned buyer(s) hereby accepts and consents to the form of Deed attached hereto including, but not limited to, the provision(s) concerning title exceptions contained therein, and acknowledges the same is in conformity with Buyer's intent, and the terms and provisions of same shall control in the event of any conflict of the contract Buyer has signed regarding the property described in the attached Deed.

Rafael Cerda

AFTER RECORDING RETURN TO :  
Harold Munal  
2601 E. Mile 3 Rd.  
Palmhurst, Texas 78574

## EXHIBIT "A"

1. Minimum floor elevations, setback lines and utility easements as shown on the map of Indian Hills Subdivision, recorded in Volume 23, Page 180 and 181 and amended map recorded in Volume 24, Page 81, Map Records of Hidalgo County, Texas.
2. Easements, rules, regulations and rights in favor of Hidalgo and Cameron Counties Water Control and Improvement District No. 9 and easements and restrictions as shown on the recorded and dedicated map of the above described subdivision.
3. Easement and Agreement in favor of Central Power and Light Company, dated January 23, 1984, recorded in Volume 1944, Page 183, Official Records of Hidalgo County, Texas, to furnish, maintain and operate underground electric cables and other facilities as may appear upon the map.
4. Pipeline easement in favor of Rio Grande Valley Gas Company, as shown by instrument dated April 10, 1985, recorded in Volume 2123, Page 740, Official Records of Hidalgo County, Texas.
5. Right of Way Easements in favor of Hidalgo County as shown by instrument dated September 10, 1953, recorded in Volume 782, Page 561, Deed Records of Hidalgo County, Texas.
6. Terms, stipulations and conditions contained in Oil, Gas and Mineral Lease executed by D'Hemecourt Properties, Inc. to Southprot Exploration, Inc., dated March 15, 1982, recorded in Volume 415, Page 232, Oil and Gas Records of Hidalgo County, Texas.
7. Taxes for the year 2016, and all Subsequent years and all subsequent assessments for prior years.
8. Subject to Subdivision regulations of the County of Hidalgo State of Texas and/or Zoning and Building Ordinances and Ordinances or government regulations of City holding extra-territorial jurisdiction of said property.
9. Agreement in favor of Valley Electric and Ice Company as set forth in instrument dated August 25, 1925, recorded in Volume 197, Page 291, Deed Records of Hidalgo County, Texas.
10. Agreement by and between Border Pipeline Company, Western Natural Gas Company and Rio Grande Valley Gas Company as to use of pipeline as set forth in instrument dated May 1, 1963, recorded in Volume 1115, Page 285, Deed Records of Hidalgo County, Texas.
11. Pipeline easement in favor of Mercedes Fuel Company as shown by instrument dated April 24, 1937 recorded in Volume 431, Page 254, Deed Records of Hidalgo County, Texas.
12. Terms, stipulations and conditions contained in Oil, Gas and Mineral lease executed by Euchariste M. D'Hemecourt, Individually and as Independent Executor of the Estate of George A. D'Hemecourt, Deceased, to Karl Hoblitzelle, dated February 1, 1956, recorded in Volume 184, Page 37, Oil and Gas Records of Hidalgo County, Texas.
13. Building restrictions, a copy of which has been reviewed with grantee(s) and which are recorded under Doc # 321859 in the office of the County Clerk of Hidalgo County, Texas.

AFTER RECORDING RETURN TO :

Harold Munal

2601 E. Mile 3 Rd.

Palmhurst, Texas 78574



COUNTY OF HIDALGO  
PLANNING DEPARTMENT

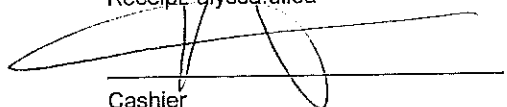
Main Office	Precinct No. 1 Substation	Precinct No. 3 Substation
1304 South 25th Street	1902 Joe Stephens Ave.	2401 N. Moorefield Rd.
Edinburg, Texas 78542	Weslaco, Texas 78596	Mission, Texas 78572
Ph: 956-318-2840	Ph: 956-968-4734	Ph: 956-205-7045
Fax: 956-318-2844	Fax: 956-973-7850	Fax: 956-205-7049

Permit No.: Permit 1-630  
Receipt No.: 002538  
12230-00-001-0436-00

CERDA RAFAEL  
12669 TEJAS BLVD  
MERCEDES, TX 78570  
(956) 332-7785  
(956) 355-1468

- [1] Contractor: SELF
- [2] Water System: City of Mercedes
- [3] Class of Work: 05 Residential, Move In or relocated building
- [4] Size of Structure: 720Sq.Ft.
- [5] Legal Description: INDIAN HILLS LOT 436 BLK 1
- [6] Location: FM 491 & ML 11
- [7] Sewage: North Alamo WSC
- [8] Construction Type: Wood
- [9] Est. Cost of Construction: \$6000
- [10] Flood Zone: Zone X

Community Panel Number: 4803340450C  
 Precinct: 1  
 Certification of Elevation Required: No  
 Setbacks: Front 25', Rear 20', Side 6', Side 6', Corner '  
 Special Conditions: must comply with all county setbacks and regulations  
 Description: Permit 1-630  
 Price: \$30.00  
**Total Amount.....\$30.00**  
 Method of Payment: Cash  
 Check/M.O.#:  
 Payment: \$30.00  
 Change Due: \$0.00  
 Application: alyssa.ulloa  
 Inspector: gilbert.mata  
 Receipt: alyssa.ulloa

  
 \_\_\_\_\_  
 Cashier

4/27/18  
 \_\_\_\_\_  
 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.

Cerda Rafael  
 \_\_\_\_\_  
 Signature of Owner or Applicant

4-27-18  
 \_\_\_\_\_  
 Date

MAP OF

INDIAN HILLS SUBDIVIS

PLANS & REVISIONS OF THE LATTER PART OF THE SUBDIVISION... ALL OF PARTS OF LOTS 11, 12, AND 13 OF CAPTAIN JOHN W. WILSON'S SUBDIVISION...

Table with columns: LOT, AREA, and other numerical data. Includes lot numbers 104 through 128.



BY THE CITY ENGINEER AND ENGINEER... I HEREBY CERTIFY THAT THIS PLAN IS A TRUE AND FAITHFUL REPRESENTATION OF THE SUBDIVISION...

APPROVED FOR RECORDING... COMMISSIONER OF PUBLIC SAFETY... I, [Name], County Surveyor, do hereby certify...

APPROVED FOR RECORDING... I, [Name], City Engineer, do hereby certify that this plan is a true and faithful representation...

APPROVED FOR RECORDING... I, [Name], City Engineer, do hereby certify that this plan is a true and faithful representation...

APPROVED FOR RECORDING... I, [Name], City Engineer, do hereby certify that this plan is a true and faithful representation...

APPROVED FOR RECORDING... I, [Name], City Engineer, do hereby certify that this plan is a true and faithful representation...

Table with columns: AREA, PERCENTAGE, and other numerical data. Includes lot numbers 104 through 128.

PLANNED BY FLOOY & NORTH



# 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

T.J. Arredondo, CFM  
Director of Planning

Precinct 1 2 3 4

Application No: 1-6500

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

Upon the application of:

Name: Arturo Parra

Address: 9810 E Saultillo Cir  
Weslaco TX 78546

Phone: 956 463 0966

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

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:

Golden Acres Lot 58

[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

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: 1-680

### 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

Arturo Parra

Known to me [or proved to me in the oath of DL# 33473537 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:

Golden Acres lot 58"

[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."

Arturo Parra (Signature)

SUBSCRIBED AND SWORN TO before me on May 9<sup>th</sup>, 2018, to certify which, witnesses my hand and seal of office.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

Leonel Najera  
Notary Public  
STATE OF TEXAS  
Notary ID# 12388787-3  
My Comm. Exp. 04-26-2021

# WARRANTY DEED WITH VENDOR'S LIEN

2597670

DATE: March 20, 2015

GRANTOR: Harold Munal, not joined herein by my wife since the property herein conveyed constitutes no part of our legal homestead

GRANTOR'S MAILING ADDRESS: 4209 North 22nd Street  
McAllen, Hidalgo County, Texas 78504

GRANTEE: Arturo Parra Acero

GRANTEE'S MAILING ADDRESS: 9810 E. Saltillo Cir  
Weslaco, Texas 78596

CONSIDERATION: Cash and a note of even date executed by Grantee and payable to the order of Grantor in the principal amount of Fifty-Six thousand Five hundred and NO/100 Dollars ( \$56500.00). The note is secured by a first and superior vendor's lien and superior title retained in this deed and by a first-lien deed of trust of even date from Grantee to Mark Twenhafel, Trustee.

PROPERTY (including any improvements):

Lot Fifty-Eight (58), Golden Acres Subdivision, HIDALGO County, TEXAS, according to the map and plat of record in Volume 9, Page(s) 18, Map Records of HIDALGO County, TEXAS;

RESERVATIONS FROM CONVEYANCE:

SAVE AND EXCEPT all oil, gas and other minerals, all geothermal energy, and wind energy and further SAVE AND EXCEPT (to the fullest extent permitted by law) all water rights and rights to water (whether riparian, appropriative or otherwise) presently appended or annexed to said property.

EXCEPTIONS TO CONVEYANCE AND WARRANTY:

As shown on Exhibit "A" attached hereto and made a part hereof for all purposes.

Liens described as part of the Consideration and any other liens described in this deed as being either assumed or subject to which title is taken; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments other than conveyances of the surface fee estate, that affect the Property; and taxes for 2015 which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

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 heir, 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.  
Restrictions: See Exhibit A

Those reservations and exceptions on Exhibit A attached hereto and made a part hereto for all purposes.

Grantor, as the fee simple owner of the Property, establishes the Restrictions as covenants, conditions, and restrictions, whether mandatory, prohibitive, permissive, or administrative to regulate the structural integrity, appearance, and uses of the Property and the improvements placed on it. Grantor and Grantee stipulate that (a) the Restrictions touch and concern the Property; (b) privity of estate exists by reason of the ownership of the Property; (c) notice is given by filing this instrument in the real property records of the county in which the Property is situated; and (d) the Restrictions are reasonable, their purposes being for the common benefit of Grantor, Grantee and the Affected Property Owners, who are

affected by the structural integrity, appearance, and uses of the Property. The Restrictions run with the land making up the Property, are binding on Grantee and Grantee's successors and assigns forever, and inure to the benefit of Grantor, Grantee, Affected Property Owners, and their successors and assigns forever.

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 will become absolute.

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

Grantee accepts the herein described 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 (1) the condition the property or any element thereof, including, without limitation, warranties related to environmental conditions, suitability for habitation, merchantability or fitness for a particular purpose; (2) the soil conditions, drainage or other conditions existing at the property with respect to any particular purpose, development potential or otherwise; (3) all warranties created by affirmation of fact or promise by any description of the property; and (4) all other warranties and representations whatsoever, except the warranty of title expressly set forth herein.

Harold Munal

STATE OF TEXAS ) (

COUNTY OF HIDALGO ) (

This instrument was acknowledged before me on the 20<sup>th</sup> day of March, 2015 by Harold Munal



Notary Public, State of Texas

Notary's name (printed): ANGELICA HERNANDEZ

Notary's commission expires: 10-18-16

BUYER'S ACCEPTANCE OF DEED  
03-20-2015

The undersigned buyer(s) hereby accepts and consents to the form of Deed attached hereto including, but not limited to, the provision(s) concerning title exceptions contained therein, and acknowledges the same is in conformity with Buyer's intent, and the terms and provisions of same shall control in the event of any conflict of the contract Buyer has signed regarding the property described in the attached Deed.

Arturo Parra Acero

AFTER RECORDING RETURN TO :  
Harold Munal  
4209 North 22nd Street  
McAllen, Texas 78504

EXHIBIT "A"  
pg. 1

SUBJECT TO :

1. Subject to Subdivision regulations of the County of HIDALGO, State of TEXAS /FEMA/County of HIDALGO Floodplain Administrator and/or Zoning and Building and or Ordinances or government regulations of City holding extra-territorial jurisdiction of said property.
  2. Easements and reservations, minimum floor elevations, utility easements, building set back lines, etc. and other requirements as set forth on the subdivision plat of record in Volume 9, Page(s) 18 Map Records of HIDALGO
  3. Statutory rights, rules, regulations, easements and liens in favor of Delta Lake Irrigation District No. 1.
  4. All visible and apparent easements on or across subject property.
  5. Rights of Parties in Possession.
  6. Standby Fees, Taxes and assessments by any taxing authority for the year 2015 and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership.
  7. Existing lien in favor of BBVA Compass Bank, which grantor agrees to pay as same becomes due and payable.
  8. Oil, Gas, and Mineral Leases, mineral severances and other instruments and conveyances that affect the property.
  9. All recorded restrictions, reservations covenants, conditions, and other instruments that affect the property.
  10. All discrepancies, conflicts or shortages in area or boundary lines.
  11. Easement, right-of way, and prescriptive rights, whether of record or not.
- Deed Records of HIDALGO County, TEXAS Deed Records of HIDALGO County, TEXAS
13. Easement for Right of way granted to Rio Grande Valley Gas Company as set forth in instrument recorded in Volume 338, Page 215, Deed Records of Hidalgo County, Texas.
  14. The property described herein may be subject to flooding or located, all or in part, in an area of special flood hazard according to the most recent flood insurance rate maps for Hidalgo County, Texas. Construction of a residence or other development on this property will require a development permit from the County of Hidalgo Floodplain Administrator.
  15. Easement for Right of way granted to Rio Grande Valley Gas Company as set forth in instrument recorded in Volume 338, Page 217, Deed Records of Hidalgo County, Texas.
  16. Easement for Right of way granted to Willacy County Water Control & Improvement District No. 1 as set forth in instrument recorded in Volume 443, Page 428, Deed Records of Hidalgo County, Texas.
  17. Easement for Right of way granted to Willacy County Water Control & Improvement District No. 1 as set forth in instrument recorded in Volume 443, Page 452, Deed Records of Hidalgo County, Texas.
  18. Easement for Right of way granted to Willacy County Water Control & Improvement District No. 1 as set forth in instrument recorded in Volume 438, Page 600, Deed Records of Hidalgo County, Texas.
  19. Easement for Right of way granted to Willacy County Water Control & Improvement District No. 1 as set forth in instrument recorded in Volume 438, Page 603, Deed Records of Hidalgo County, Texas.
  20. Easement for Right of way granted to Willacy County Water Control & Improvement District No. 1 as set forth in instrument recorded in Volume 438, Page 638, Deed Records of Hidalgo County, Texas.
  21. Easement for Right of way granted to Willacy County Water Control & Improvement District No. 1 as set forth in instrument recorded in Volume 692, Page 319, Deed Records of Hidalgo County, Texas.
  22. Easement for Right of way granted to Willacy County Water Control & Improvement District No. 1 as set forth in instrument recorded in Volume 451, Page 172, Deed Records of Hidalgo County, Texas.
  23. Easement for Right of way granted to Willacy County Water Control & Improvement District No. 1 as set forth in instrument recorded in Volume 455, Page 181, Deed Records of Hidalgo County, Texas.
  24. Easement for Right of way granted to Willacy County Water Control & Improvement District No. 1 as set forth in instrument recorded in Volume 455, Page 182, Deed Records of Hidalgo County, Texas.
  25. Easement for Right of way granted to Willacy County Water Control & Improvement District No. 1 as set forth in instrument recorded in Volume 456, Page 231, Deed Records of Hidalgo County, Texas.
  26. Easement for Right of way granted to Willacy County Water Control & Improvement District No. 1 as set forth in instrument recorded in Volume 457, Page 54, Deed Records of Hidalgo County, Texas.
  27. Easement for Right of way granted to Willacy County Water Control & Improvement District No. 1 as set forth in instrument recorded in Volume 457, Page 57, Deed Records of Hidalgo County, Texas.
  28. Easement for Right of way granted to Willacy County Water Control & Improvement District No. 1 as set forth in instrument recorded in Volume 457, Page 144, Deed Records of Hidalgo County, Texas.

29. Easement for Right of way granted to Willacy County Water Control & Improvement District No. 1 as set forth in instrument recorded in Volume 458, Page 326, Deed Records of Hidalgo County, Texas.

30. Easement in favor of North Alamo Water Supply Corporation recorded in Volume 1260, Page 528 Deed Records of HIDALGO County, TEXAS

31. Easement for Right of way granted to State of Texas as set forth in instrument recorded in Volume 1814, Page 156, Deed Records of Hidalgo County, Texas.

32. Subject to any portion of the subject property described herein lying within canal right of way. All rights, title and interest in, and to the canal right of way on said property owned or claimed by Delta Lake Irrigation District No. 1.

33. The above described property shall be held, sold and conveyed subject to the following restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and shall be binding on all parties having any right, title or interest in or to the above described property or any part hereof and their heirs, successors and assigns, and which easements, restrictions, covenants and conditions shall inure to the benefit of each owner thereof.

a. Any single family residence constructed on said lot must have an area of not less than 2,000 square feet, exclusive of open or screened porches, terraces, patios, driveways, carports, and garages. The exterior walls of any residence shall consist of not less than eighty (80%) masonry veneer construction.

b. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon that may be or may become an annoyance or nuisance to the neighborhood.

c. Vacant lots must be periodically mowed and kept neat and free of debris at all times.

d. No lot shall be used or maintained as a dumping ground for rubbish or trash, and no garbage or other waste shall be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. No elevated tanks of any kind shall be erected, placed or permitted on any part of such premises. All clotheslines, garbage cans, equipment, coolers, wood piles or storage piles shall be walled or fenced to conceal them from the view of neighboring Lots, roads or streets.

AFTER RECORDING RETURN TO :

Harold Munal

4209 North 22nd Street

McAllen, Texas 78504



COUNTY OF HIDALGO  
PLANNING DEPARTMENT

Main Office	Precinct No. 1 Substation	Precinct No. 3 Substation
1304 South 25th Street	1902 Joe Stephens Ave.	2401 N. Moorefield Rd.
Edinburg, Texas 78542	Weslaco, Texas 78596	Mission, Texas 78572
Ph: 956-318-2840	Ph: 956-968-4734	Ph: 956-205-7045
Fax: 956-318-2844	Fax: 956-973-7850	Fax: 956-205-7049

Permit No.: Permit 1-680  
Receipt No.: 002707  
G4600-00-000-0058-00

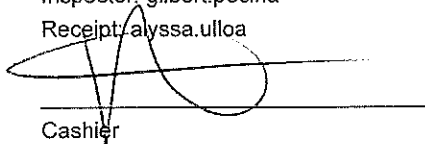
ACERO ARTURO PARRA  
9810 E SALTILLO CIR  
WESLACO, TX 78596  
(956) 000-0000  
(956) 000-0000

- [1] Contractor: SELF
- [2] Water System: North Alamo WSC
- [3] Class of Work: 25 Residential, new, Single Family Dwelling
- [4] Size of Structure: 224Sq.Ft.
- [5] Legal Description: GOLDEN ACRES LOT 58 9.70 AC NET
- [6] Location: FM 491 & UNCLE PETERS
- [7] Sewage: N/A
- [8] Construction Type: Wood
- [9] Est. Cost of Construction: \$5000
- [10] Flood Zone: Zone X

Community Panel Number: 4803340350C  
Precinct: 1  
Certification of Elevation Required: No  
Setbacks: Front 50', Rear 15', Side 6', Side 6', Corner '  
Special Conditions: **MUST COMPLY WITH COUNTY SETBACKS & REGULATIONS**  
Description: Permit 1-680  
Price: \$30.00  
Description: Unauthorized Construction Penalty  
Price: \$30.00

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

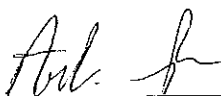
Method of Payment: Cash  
Check/M.O.#:  
Payment: \$100.00  
Change Due: \$40.00  
Application: alyssa.ulloa  
Inspector: gilbert.pecina  
Receipt: alyssa.ulloa

  
Cashier

5/9/18  
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

05-09-2018  
Date

