

PLANNING DEPT. PCTS 2 & 4 CERTIFICATE OF PLAT & UTILITY STATUS

	APPLICANT	APPLICATION NO.
1.	Ivan Villarreal & Rocio Villarreal	4-3470
2.	Humberto G. Villanueva	4-10544
	COMM. COURT: AUGUST 4, 2020	



PLANNING DEPARTMENT

County of Hidalgo

Rev. 06-03-15

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

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Precinct 1 2 3 **4**

T.J. Arredondo, CFM
Director of Planning

Application No: 4-3470

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Name: Ivan Villarreal
Address: 3820 E Davis RD.
Edinburg, TX
78542
Phone: (956) 369-5843

Approved by Environmental Health:	Temporary Service	Final Service
_____	_____	<u>MRaming</u>
Inspection/Permit No: _____	Authorized Signature _____	Authorized Signature _____
Date Approved: _____	<u>1 / 1</u>	<u>existing septic</u> <u>07/27/20</u>

Water Supplier: North Alamo Water Supply

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

Account/ESI No.: 10032789452946391
[] Temporary Pole [] Permanent Service

regarding the land described as: Davis Ranchettes lot 15

on _____, 20____, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232,028(b):

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

- yes A plat has been prepared; (Date approved 11/21/04);
- yes A plat has been reviewed and approved by the Commissioners Court; (verified by [Signature]);
- yes water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable; (verified by MRaming);
- No an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable; (verified by MRaming);
- yes individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; (verified by MRaming);
- yes electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023. (verified by [Signature]);

Planning Department Authorized 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 1 2 3 4

Application No:

4-3470

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

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

PARTY MAKING REQUEST:

Name: Ivan Villarreal

Address: 3820 E Davis RD

Edinburg, TX 78542

Phone: (956) 369-5843

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

Davis Ranchettes Lot 15

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Requesting Party (Signature)

7/23/2020
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

- Deed
- Executory Contract
- Lease
- Rent Receipt
- Affidavit
- Other (describe) copy of plat

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

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

7/30/20
Date

County Official



Chapter 232, Texas Local Government Code
COUNTY OF HIDALGO
PLANNING DEPARTMENT

7/22/2020 1:09:01 PM

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

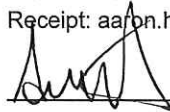
Permit No.: Permit 4-3470
 Receipt No.: 013405
 D1550-00-000-0015-00

- VILLARREAL IVAN LOU & ROCIO VILLARREAL
 608 FRESNO DR
 EDINBURG, TX 78542
 (956) 369-5843
 (956) 369-5843
- [1] Contractor: self
 - [2] Water System: North Alamo WSC
 - [3] Class of Work: 25 Residential, new, Single Family Dwelling
 - [4] Size of Structure: 3920Sq.Ft.
 - [5] Legal Description: DAVIS RANCHETTES LOT 15
 - [6] Location: DOOLITTLE RD AND CESAR CHAVEZ RD
 - [7] Sewage: N/A
 - [8] Construction Type: Brick
 - [9] Est. Cost of Construction: \$188000
 - [10] Flood Zone: Zone X

Community Panel Number: 4803340325D
 Precinct: 4
 Certification of Elevation Required: No
 Setbacks: Front 50', Rear 80', Side 6', Side 6', Corner '
 Special Conditions: MUST COMPLY WITH HCPD SETBACKS
 AND REGULATIONS
 Description: Permit 4-3470
 Price: \$30.00

Total Amount.....\$30.00

Method of Payment: Cash
 Check/M.O.#:
 Payment: \$40
 Change Due: \$10.00
 Application: aaron.hernandez
 Inspector: peter.hernandez
 Receipt: aaron.hernandez



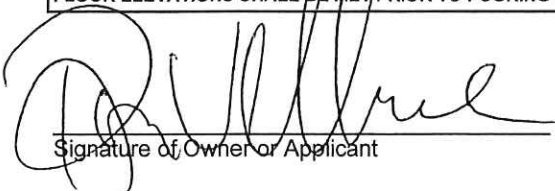
 Cashier

7-22-2020

 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

7/22/2020

 Date

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: May 10, 2018

Grantor: GSF Land Group, Ltd., a Texas Limited Partnership

Grantor's Mailing Address:

P.O.Box 730
McAllen, Texas 78503
Hidalgo County, Texas

Grantee: Ivan Lou Villarreal and wife, Rocio Villarreal

Grantee's Mailing Address:

6503 N. Doolittle Road
Edinburg, Texas 78542
Hidalgo County, Texas

Consideration: Ten Dollars and other valuable consideration paid by Grantee to Grantor, the receipt of which is hereby acknowledged, and the further consideration of a note of even date that is in the principal amount of Forty-Eight Thousand Dollars and No Cents (\$48,000.00), and is executed by Grantee, payable to the order of Grantor (the "Purchase Note"). The Purchase 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 David A. Ewers, trustee.

Property (including any improvements):

Lot 15, DAVIS RANCHETTES SUBDIVISION, an Addition to the City of Edinburg, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 51, Pages 179-181, Map Records, Hidalgo County, Texas.

Reservations from and Exceptions to Conveyance and Warranty:

1. Restrictive Covenants under Clerk's File No. 1691032 and 1977983, Official Records and Volume 51, Pages 179-181, Map Records, Hidalgo County, Texas.
2. Mineral and/or royalty grant and/or reservation in instrument dated December 18, 1948, recorded in Volume 646, Page 363, Deed Records, and dated March 13, 1950, recorded in Volume 689, Page 415, Deed Records, Hidalgo County, Texas.
3. Oil, Gas, and Mineral Lease dated March 15, 1944, recorded in Volume 54, Page 93, Oil and Gas Records, Hidalgo County, Texas.
4. 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.

5. Easement for right of way granted to Texas Eastern Transmission Corporation, dated January 3, 1958, recorded in Volume 909, Page 41, Deed Records, Hidalgo County, Texas.
6. Easement for right of way granted to North Alamo Water Supply Corporation, dated January 29, 1988, recorded in Volume 2552, Page 145, Official Records, Hidalgo County, Texas.
7. All right title and interest in and to those portions of land claimed by Santa Cruz Irrigation District No. 15 as set forth in Condemnation filed under Cause No. CL-143 in the County Clerk's office of Hidalgo County, Texas.
8. Easements, rules, regulations and rights in favor of SANTA CRUZ IRRIGATION DISTRICT NO. 15.
9. Minimum floor elevation; 50.00-foot minimum setback line along the front, or greater for easement, whichever is greater; 6.00-foot minimum setback line along the sides, or greater for easement, whichever is greater; 40.00-foot minimum setback line along the rear, or greater for easement, whichever is greater; 15.00-foot utility easement along the North 15 feet of the South 80 feet; 15.00-foot N.A.W.S.L. along the North side; 15.00-foot drainage swale easement along the North 15 feet of the South 65 feet; and 50.00-foot Santa Cruz Irrigation District #15 easement along the South 50 feet; as shown on the map or plat thereof recorded in Volume 51, Page 179, Map Records, Hidalgo County, Texas.
10. Easements and reservations as may appear upon the recorded map and dedication of said subdivision.
11. Standby fees, taxes and assessments by any taxing authority for the year 2018, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year.

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

Grantee is taking the property in an arm's-length agreement between the parties. The consideration was bargained on the basis of an "as is, Where is" transaction and reflects the agreement of the parties that there are no representations or express or implied warranties.

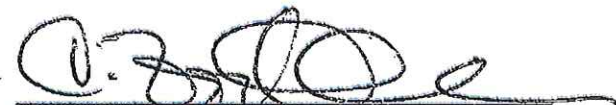
By the acceptance of this Deed, Grantee is taking the Property "as is", "where is" and "with all faults", and without any representations or warranties whatsoever, express or implied, written or oral, it being the intention of Grantor and Grantee to expressly negate and exclude all representations and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

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

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

GSF Land Group, Ltd.,
a Texas Limited Partnership

BY: GSF LAND GROUP GP, LLC,
Its General Partner

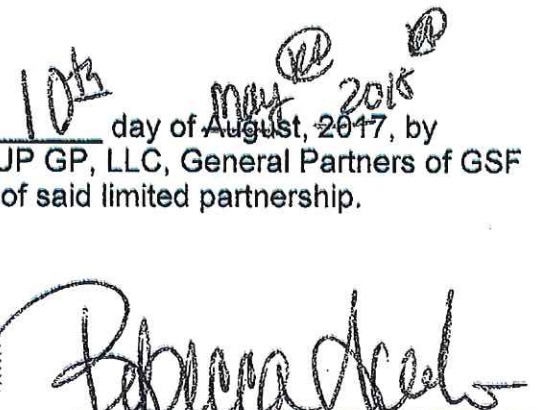

Courtney E. Forthuber, President

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 10th day of May, 2018, by COURTNEY E. FORTHUBER, President of GSF LAND GROUP GP, LLC, General Partners of GSF LAND GROUP, LTD., a Texas Limited Partnership, on behalf of said limited partnership.




Notary Public, State of Texas

AFTER RECORDING RETURN TO:

GSF Land Group, Ltd.
P.O.Box 730
McAllen, Texas 78503



PLANNING DEPARTMENT

County of Hidalgo

Rev. 06-03-15

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956-205-7045
956-205-7049

Precinct 1 2 3 4

T.J. Arredondo, CFM
Director of Planning

Application No: 4-10544

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Name: HUMBERTO G. VILLANUEVA

Address: 8105 LOCKER AVE.
EDINBURG, TX 78542
- 956-369-4037

Phone: 956 295 4798

Approved by Environmental Health:	Temporary Service	Final Service
_____	_____	_____
Inspection/Permit No: Date Approved:	Authorized Signature _____ / /	Authorized Signature <u>Severance</u> <u>7/30/2020</u>

Water Supplier: Alamo North Water Supply

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

Account/ESI No.: 100321894362637803
[] Temporary Pole [x] Permanent Service

regarding the land described as:

CARDINAL GARDENS LOT #9

on _____, 20____, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232,028(b):

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

- yes A plat has been prepared; (Date approved 1/21/20);
- yes A plat has been reviewed and approved by the Commissioners Court; (verified by [Signature]);
- yes water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable; (verified by [Signature]);
- yes an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable; (verified by [Signature]);
- no individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; (verified by [Signature]);
- yes electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023. (verified by [Signature]);

Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST:

Hidalgo County Clerk

Date



PLANNING DEPARTMENT

Rev. 06-03-15

County of Hidalgo

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Mission, TX 78572
956-205-7045
956-205-7049

Precinct 1 2 3 ④

T.J. Arredondo, CFM
Director of Planning

Application No: 4-10544

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

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

PARTY MAKING REQUEST:

Name: Humberto G. Villanueva

Address: 8105 LOCKER AVE.
EDINBURG, TX 78541

Phone: 956 295 4798

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

CARDINAL GARDENS LOT 9

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

[Signature]
Requesting Party (Signature)

7/30/20
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

- Deed
- Executory Contract
- Lease
- Rent Receipt
- Affidavit
- Other (describe) APPLICANT

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

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

7/30/20
Date

[Signature]
County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
4-10544
Apr. 29, 2011

COUNTY OF HIDALGO
PLANNING DEPARTMENT
1304 S. 25th Ave EDINBURG TX 78539
TEL 318-2840 FAX 318-2844

C1617-00-000-0009-00

[1] OWNER: HUMBERTO G. VILLANUEVA

8105 LOCKER AVE.
EDINBURG TX. 78541

Telephone No. 266-5355

[7] LEGAL DESC./NAME OF SUBDIVISION
CARDINAL GARDENS LOT #9

LOCATION: 0

[2] CONTRACTOR: SELF

[8] SEWAGE: PUBLI

[3] WATER SYSTEM: N AL

[9] CONSTRUCTION TYPE: BRIC

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

[10] EST. COST OF CONST.: \$85,000

[5] SIZE OF STRUCTURE: 2,999 Sq. Ft.

[11] SPECIAL FLOOD HAZARD AREA: YES
 NO

[6] USE OF BUILDING: RES X-01

Special Conditions: No construction allowed over any easements.

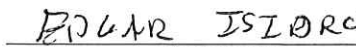
MUST COMPLY WITH ALL COUNTY SETBACK & REGULATIONS
FRONT 25' REAR 25' SIDES 6'
FINISH FLOOR ELEV. 18" ABOVE CURB



Prepared by

4-29-11

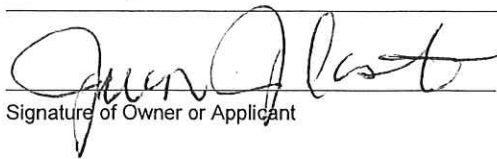
Date



Approved by

4-29-11

Date



Signature of Owner or Applicant

4-29-11

Date

FOR COUNTY USE ONLY APPLICATION FEES

OTHER _____

TOTAL AMOUNT \$30.00

Light [X]

Water [X]

Flood Zone: NO

Panel No. /Suffix: 0325D

Pct: 0

Community No.: 480334

Certification of Elevation

Required: YES NO BFE

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

[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.

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

Date: April 25, 2007

Grantor: Cardinal Development, Ltd., a Texas Limited Partnership
Grantor's Mailing Address:
P.O. Box 721052
McAllen, Texas 78504

Grantee: Humberto G. Villanueva

Grantee's Mailing Address (including county):
8105 Locker Avenue
Edinburg, Texas 78541
Hidalgo County, Texas

1753824

Consideration: Ten Dollars and other valuable consideration paid by Grantee to Grantor, the receipt of which is hereby acknowledged, and the further consideration of a note of even date that is in the principal amount of Fifteen Thousand Five Hundred Dollars and No Cents (\$15,500.00), and is executed by Grantee, payable to the order of Grantor (the "Purchase Note"). The Purchase Note is secured by a vendor's lien retained in this deed and by a deed of trust of even date to Robert Geissler, Trustee.

Property (including any improvements):

Lot(s) 9, Cardinal Gardens Subdivision, as shown by the map or plat thereof recorded in Volume 49, Pages 133-135, Map Records of Hidalgo County, Texas

Reservations from and Exceptions to Conveyance and Warranty:

1. A lien securing a promissory note (the "Prior Note"), dated September 14, 2005, payable to the order of Texas Bank which is described in and secured by a Deed of Trust filed for record in the Office of the County Clerk of Hidalgo County, Texas under Clerk's Document Number 1523779. Grantor shall be obligated to obtain a release of the Property from all liens and security interests securing the Prior Note within 30 days of the date Grantee makes final payment on the Purchase Note;
2. Visible and apparent easements on or across the subject property;
3. Rights of parties in possession;
4. Easements, rights-of-way, and prescriptive rights, whether of record or not;
5. All recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property;
6. Rights of adjoining owners in any walls and fences situated on a common boundary;
7. Any discrepancies, conflicts, or shortages an area or boundary lines;
8. Any encroachments or overlapping of improvements;
9. All rights, obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of any Water Improvement District, Irrigation District, or other applicable governmental district, agency, or authority;
10. Taxes for the current year and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership;
11. The prior reservation or conveyance of all oil, gas, and other minerals previously reserved or conveyed by any parties having the right to do so;
12. All Easements, restrictions, set back lines, drainage swale requirements, and other matters shown on the plat of Cardinal Gardens Subdivision, as shown on the plat thereof, recorded in Volume 49, Pages 133-135, of the Map records of Hidalgo County, Texas.

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

1. **Lots 1-3, 20-25, 41-46, 83-88, 104-109 and 125-127 may be used for commercial or residential purposes. All other lots shall be used for residential purposes only.**

- 2. No residence shall be constructed on any Lot until all necessary building permits and licenses have been obtained by the owner of the Lot;**
- 3. No residence can be occupied until (i) potable water and electricity have been fully installed to the residence; (ii) the residence shall have at least one working restroom in the residence, which is tied into the sanitary sewer system (no outdoor toilets are allowed); and (iii) the exterior of any residence must be complete, including the installation of all doors and windows to the residence.**
- 4. No noxious or offensive activity shall be carried on upon any of the Lots. The use and discharge of pistols, rifles, shotguns and other firearms on any part of the Subdivision is prohibited.**
- 5. All pets must be maintained within the perimeter of a Lot; if necessary, through the installation of a fence. No farm animals, livestock, or poultry of any kind shall be raised, bred or maintained on the Lot.**
- 6. No Lot shall be used or maintained as a dumping ground for rubbish, trash, junk garbage or other waste material.**
- 7. Each owner must keep his or her Lot reasonably clean and neat and the grass cut. Automobiles not in working order shall be parked behind the residence, as well as all equipment, building materials and other property of Owner. All clotheslines, satellite dishes or receivers shall be placed or installed in the rear of the residence (out of sight, if possible). No overnight street side parking will be permitted.**
- 8. These restrictions and agreements are to run with the Property for twenty-five (25) years from the date this instrument is first recorded. These restrictions shall be automatically extended for successive periods of 10 years each, unless an instrument signed by a majority of the owners of the Lots has been recorded, agreeing to change, amend or cancel said restrictions in whole or in part.**
- 9. The restrictions set out herein are for the benefit of Grantor and its successors and assigns and equally for the benefit of any subsequent owner of a Lot or Lots in the subdivision and his heirs, executors, administrators and assigns. Accordingly, all of such restrictions shall be constructed to be covenants running with the land, enforceable at law or in equity by any one or more of said parties.**
- 10. Invalidation of any one or more of these restrictions by judgement or court order shall not affect the enforceability or the balance of such restrictions.**
- 11. No building or other structure shall be constructed or located nearer than six feet to the side property line; sixty feet from the front property line; and fifteen feet from the rear property line. If two or more lots, or fractions thereof, are consolidated into a single building site these setback provisions shall be applied to such resultant building site as if it were one original, platted lot.**
- 12. The Plat Notes and Restrictions listed from 1 through 21 on the plat of the subdivision recorded in Volume 49, Pages 133-135, Map Records, Hidalgo County, Texas are incorporated herein by reference for all purposes.**

The following provisions shall apply to any lots which are used for commercial purposes ("Commercial Lot"):

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

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

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

If the Property is subject to an existing Lease for oil and gas, or oil, gas and other minerals, Grantor is entitled to receive the royalties and other benefits that are associated with the Property and payable under the Lease.

Grantor, for the consideration and subject to the reservations from, and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty, when the claim is by, through, or under Grantor, but not otherwise. By the acceptance of this Deed, Grantee is taking the Property "as is", "where is" and "with all faults", and without any representations or warranties whatsoever, express or implied, written or oral, it being the intention of Grantor and Grantee to expressly negate and exclude all representations and warranties, including, but not limited to (i) the physical condition of the property or any element thereof, including, without limitation, warranties related to suitability for habitation, merchantability or fitness for a particular purpose; (ii) the nature or quality of construction, structural design and engineering of any improvements; (iii) the quality of the labor and materials included in any improvements; (iv) the soil conditions; drainage or other conditions existing at the property with respect to any particular purpose, developmental potential or otherwise; (v) all warranties created by any affirmation of fact or promise or by any description of the property; and (vi) all other warranties and representations whatsoever, except the warranty of title expressly set forth herein. The vendor's lien against and superior title to the property are retained until the Purchase Note is fully paid according to its terms, at which time this deed shall become absolute.

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

Cardinal Development, Ltd., a Texas Limited Partnership

BY: Cardinal Administration, L.L.C., a Texas Limited Liability Company, General Partner

BY: *Laura Coffman*
Laura Coffman, Vice President

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 30th day of April, 2007, by Laura Coffman, Vice President of Cardinal Administration, L.L.C., a Texas Limited Liability Company, General Partner of Cardinal Development, Ltd., a Texas Limited Partnership on behalf of said Texas Limited Liability Company.

Cecilio B. Hinojosa
Notary Public, State of Texas



AFTER RECORDING RETURN TO:

Cardinal Development, Ltd.
P.O. Box 721052
McAllen, Texas 78504