

PLANNING DEPT. PCT 3 CERTIFICATE OF PLAT & UTILITY STATUS		
	APPLICANT	APPLICATION NO.
1.	BERTHA MARAVILLA	3-3409
2.		
3.		
4.		
5.		
6.		
7.		
	COMM. COURT: JULY 13, 2021	



PLANNING DEPARTMENT

Rev. 05-18-20

County of Hidalgo

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 **B** 4

T.J. Arredondo, CFM
Director of Planning

Application No:

3-3409
4123121

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:

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:		
Date Approved:	/ /	06/25/2021

Name: Bertha A. Maravilla

Address: 8501 Tower Rd
Mission TX
78574

Water Supplier: AGUA SUD

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

Phone: 305-910-6121

Account/ESI No.: 100327894-02641291
[] Temporary Pole [] Permanent Service

regarding the land described as:

Cardinal Valley Lot 42

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;
- yes A plat has been reviewed and approved by the Commissioners Court;
- no water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable;
- 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;
- 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;
- yes electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023.

(Date approved 2-24-03);

(verified by Javier Carden);

(verified by Javier Carden);

(verified by Javier Carden);

(verified by Javier Carden);

Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST:

Hidalgo County Clerk

Date



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Precinct 1 2, 3, 4

T.J. Arredondo, CFM
Director of Planning

Application No: 3-3409

6/23/21

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: Bertha A Maravilla

Address: 8501. Iowa Rd
TX 78574

Phone: 305-910-6121

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

Cardinal Valley Amended Lot 42

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Bertha A Maravilla 6-23-21
Requesting Party (Signature) Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

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

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

6-23-21
Date

[Signature]
County Official

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

1263066

Date: October 17, 2003

Grantor: Laura Coffman, agent and attorney in fact for Peter Schamberger and Hildegard Schamberger

Grantor's Mailing Address:
P.O. Box 720874
McAllen, Texas 78504

Grantee: Bertha Maravilla
First Buyer's Social Security Number [REDACTED]

Grantee's Phone Number [REDACTED]

Grantee's Mailing Address (including county):
1090 13th Avenue
Homestead, Florida 33035
Dade County, Florida

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 Four Hundred Dollars and No Cents (\$15,400.00), 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) 42, Cardinal Valley Subdivision, as shown by the map or plat thereof recorded in Volume 41, Pages 167-169, and amended in the Plat recorded in Volume 41, Page 197 of the Map Records of Hidalgo County, Texas

Reservations from and Exceptions to Conveyance and Warranty:

1. Visible and apparent easements on or across the subject property;
2. Rights of parties in possession;
3. Easements, rights-of-way, and prescriptive rights, whether of record or not;
4. All recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property;
5. Rights of adjoining owners in any walls and fences situated on a common boundary;
6. Any discrepancies, conflicts, or shortages an area or boundary lines;
7. Any encroachments or overlapping of improvements;
8. 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;
9. Taxes for the current year and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership;
10. 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;
11. All Easements, restrictions, set back lines, and other matters shown on the plat of Cardinal Valley Subdivision recorded in 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. **No Lot shall be used except for residential purposes, except for lots 29-47, which may be used for commercial or residential purposes;**
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 an underground septic tank (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 the Owner 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 seven feet to the side property line; thirty feet from the front property line; and/or forty 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.

Commercial Lots. The following provisions shall apply to the "Commercial Lots" which may be used for residential or commercial purposes:

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.

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.

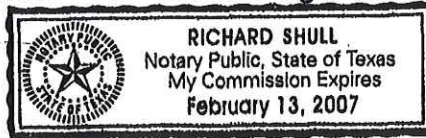



Laura Coffman, agent and attorney in fact
for Peter Schamberger and Hildegard Schamberger

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 23rd day of October, 2003, by Laura Coffman, agent and attorney in fact for Peter Schamberger and Hildegard Schamberger





Notary Public, State of Texas

AFTER RECORDING RETURN TO:
Peter Schamberger and Hildegard Schamberger
P.O. Box 720874
McAllen, Texas 78504

Filed for Record in:
Hidalgo County, III
by J. D. Salinas, III
County Clerk
On: Nov 05, 2003 at 08:46A
As a Recording
Document Number: 1263065
Total Fees: 18.00
Receipt Number - 540326
By: Fio Chavez, Deputy



COUNTY OF HIDALGO
PLANNING DEPARTMENT

Permit No.: Permit 3-3409

Receipt No.: 018836

C1627-00-000-0042-00

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

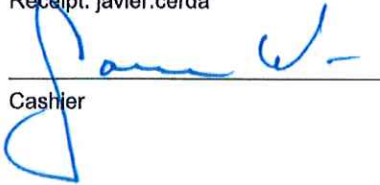
MARAVILLA BERTHA
8501 IOWA ROAD
MISSION, TX 78574
(305) 910-6121
(305) 910-6121

- [1] Contractor: SELF
- [2] Water System: Agua S.U.D.
- [3] Class of Work: 44 Mobile homes
- [4] Size of Structure: 210Sq.Ft.
- [5] Legal Description: CARDINAL VALLEY 'AMENDED' LOT 42
- [6] Location: IOWA AND 107
- [7] Sewage: N/A
- [8] Construction Type: Metal
- [9] Est. Cost of Construction: \$1100
- [10] Flood Zone: Zone X

Community Panel Number: 4803340290D
Precinct: 3
Certification of Elevation Required: No
Setbacks: Front 50', Rear 20', Side 6', Side 6', Corner '
Special Conditions: MUST COMPLY WITH ALL REGULATIONS AND COUNTY SETBACKS
Description: Permit 3-3409
Price: \$30.00

Total Amount.....\$30.00

Method of Payment: Cash
Check/M.O.#:
Payment: \$30.00
Change Due: \$0.00
Application: javier.cerda
Inspector: javier.cerda
Receipt: javier.cerda


Cashier

6-23-21
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

6-23-21
Date

Commissioner Court