

PLANNING DEPT. PCTS 2 & 4 WATER SERVICE AVAILABILITY	
APPLICANT	APPLICATION NO.
1. Hector Lopez Pulido	4-5392
2. San Juana Paredes Pineda	4-6371
COMM. COURT: SEPTEMBER 20, 2022	



PLANNING DEPARTMENT

Rev. 6-14-22

County of Hidalgo

Main Office
2818 S. Business 281
Edinburg, Texas 78539
956-318-2840
956-318-2844

Precinct No. 1 Substation
1900 Joe Stephens Ave.
Ste. A
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: 4-5392

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

Upon the application of:

Name: Hector A. Lopez Pulido

Address: 316 Yasmin St. Donna Tx.
78537

Phone: 682-299-1227
469-267-1570

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	<u>MR Ramirez</u> Authorized Signature
Inspection/Permit No:		<u>existing sewer</u>
Date Approved:	<u>/ /</u>	<u>09/12/22</u>

Water Supplier: North Alamo WSC

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

Account/ESI No.: 10032789446136920
[] Temporary Pole [] Permanent Service

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

Hargill Townsite Lot 4 BLK 38

[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 Sept. 20, 2022, the Hidalgo County Commissioners Court approved the issuance of this certificate stating as follows (strike through the statement that does not apply)

~~The land was not subdivided after September 1, 1995, and water service is available within 750 feet of the land.~~

~~-OR-~~

The land was not subdivided after September 1, 1995, and water service is available more than 750 feet from the subdivided land and the extension of water service to the land may be feasible, subject to a final determination by the water service provider.

[Signature]
Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST:

Hidalgo County Clerk

Date



PLANNING DEPARTMENT

Rev. 6-14-22

County of Hidalgo

Main Office 2818 S. Business 281 Edinburg, Texas 78539 956-318-2840 956-318-2844	Precinct No. 1 Substation 1900 Joe Stephens Ave. Ste. A 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
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Precinct 1 2 3 4

T.J. Arredondo, CFM
Director of Planning

Application No: 4-5392

**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

Hector Lopez Pulido

Known to me [or proved to me in the oath of _____ or through Passport (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:

29743 Couch Ave Hargill Tx. 78549
Hargill Townsite lot 4 BIK 38

[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]

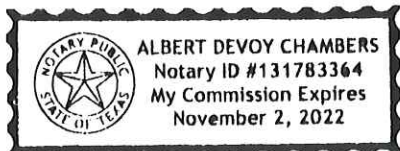
3A. "The land was not sold or conveyed to me by the Subdivider or the subdivider's agent after September 1, 1995."

-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."

[Signature] (Signature)

SUBSCRIBED AND SWORN TO before me on September 8, 2022 to certify which, witnesses my hand and seal of office.



[Signature]
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS



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.: 4-5392
Receipt No.: 021065
H1200-00-038-0004-00

LOPEZ HECTOR ANGEL PULIDO


316 YASMIN ST
DONNA, TX 78537
(682) 299-1227
(682) 299-1227

- [1] Contractor: self
- [2] Water System: North Alamo WSC
- [3] Class of Work: 01 Residential, new, Single Family Dwelling
- [4] Size of Structure: 704Sq.Ft.
- [5] Legal Description: HARGILL TOWNSITE LOT 4 BLK 38
- [6] Location: 493 and 490
- [7] Sewage: North Alamo WSC
- [8] Construction Type: Wood
- [9] Est. Cost of Construction: \$6000
- [10] Flood Zone: No

Community Panel Number: 4803340250B
Precinct: 4
Certification of Elevation Required: No
Setbacks: Front 25', Rear 15', Side 6', Side 6', Corner '
Special Conditions: must comply with all setbacks and regulations required by the hcpd
Description: Permit 4-5392
Price: \$30.00

Total Amount.....\$30.00

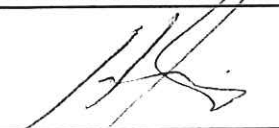
Method of Payment: Cash
Check/M.O.#:
Payment: \$30
Change Due: \$0.00
Application: maria.cerda
Inspector: danny.sanchez
Receipt: maria.cerda


Cashier

11/18/21
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

11/18/21
Date

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

Date: September 21, 2021

Grantor: South Texas Developers, Inc., a Texas Corporation

Grantor's Mailing Address:

P.O. Box 5848

McAllen, Texas 78502

Hidalgo County, Texas

Grantee: Hector Angel Lopez Pulido, a single person

Grantee's Mailing Address:

316 Yasmin Street

Donna, Texas 78537

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 Twenty-One Thousand Dollars and No Cents (\$21,000.00), 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 John G. Phillips, Trustee.

Property (including any improvements):

Lot 4, Block 38, Original Townsite of Hargill, Hidalgo County, Texas, according to the map recorded in Volume 3, Page 45, Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes;

SAVE AND EXCEPT all oil, gas and other minerals which have been heretofore reserved by prior grantors as set forth in Deed dated September 19, 1973, recorded in Volume 1380, Page 994, Deed Records;

A.) Oil, Gas and Mineral Lease executed by Rio Farms, Inc., a Texas Corporation to Getty Oil Company, dated February 15, 1984, recorded in Volume 1951, Page 856, Official 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. Easements, rights-of-way, and prescriptive rights, whether of record or not;
3. All recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property;
4. Rights of adjoining owners in any walls and fences situated on a common boundary;
5. Any discrepancies, conflicts, or shortages an area or boundary lines;
6. Any encroachments or overlapping of improvements;
7. 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;

8. Taxes for the current year and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership;
9. 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;
10. All Easements, restrictions, set back lines, drainage swale requirements, and other matters shown on the plat of the subdivision in which the property is located;
11. Rules and Regulations of Hidalgo County, Texas pertaining to septic tanks and other sanitary facilities; and
12. Federal and County flood plain elevation regulations.

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.

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.

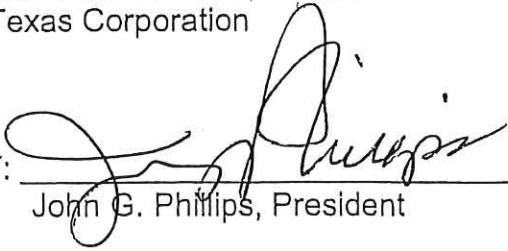
By the acceptance of this Deed, Grantee is taking the Property "as is", "where is" and "with all faults", and without any representations or warranties whatsoever, express or implied, written or oral, it being the intention of Grantor and Grantee to expressly negate and exclude all representations and 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.

NO TITLE EXAMINATION WAS REQUESTED IN CONNECTION WITH THE PREPARATION OF THIS DOCUMENT, NOR WAS ANY MADE. THE PREPARER EXPRESSES NO OPINION ON TITLE TO THIS PROPERTY.

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

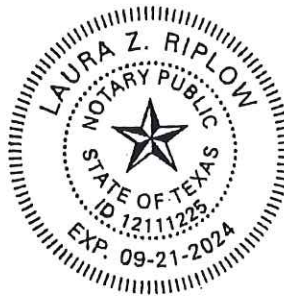
South Texas Developers, Inc.,
a Texas Corporation

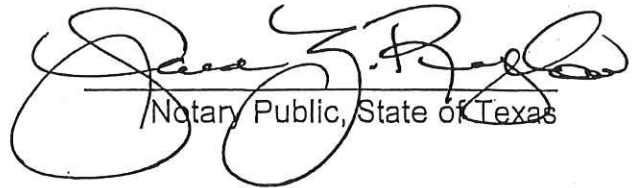
BY: 
John G. Phillips, President

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 21st day of September, 2021, by John G. Phillips, President of South Texas Developers, Inc., a Texas Corporation, on behalf of said Texas Corporation.




Notary Public, State of Texas

AFTER RECORDING RETURN TO:

South Texas Developers, Inc.
P.O. Box 5848
McAllen, Texas 78502

IDENTITY AFFIDAVIT

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL 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.

Hector Angel Lopez Pulido, swears that the following statements are true and are within the personal knowledge of Hector Angel Lopez Pulido.

I, Hector Angel Lopez Pulido, am over 18 years of age and competent to make this affidavit. My address is 316 Yasmin Street, Donna, Texas 78537. My Social Security number is 950-95-3125 My date of birth is July 21, 1982. (TAXPAYER ID (ITIN))

I am the purchaser of the following described property:

Lot 4, Block 38, Original Townsite of Hargill, Hidalgo County, Texas, according to the map recorded in Volume 3, Page 45, Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes;

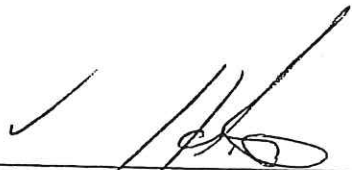
SAVE AND EXCEPT all oil, gas and other minerals which have been heretofore reserved by prior grantors as set forth in Deed dated September 19, 1973, recorded in Volume 1380, Page 994, Deed Records;

A.) Oil, Gas and Mineral Lease executed by Rio Farms, Inc., a Texas Corporation to Getty Oil Company, dated February 15, 1984, recorded in Volume 1951, Page 856, Official Records Of Hidalgo County, Texas.

I do not have any outstanding unpaid judgments, Federal Tax Liens, State Tax Liens, or liens of any kind appearing of record against me in true County, Texas. I have never declared or filed for bankruptcy.


I am aware of and make this Affidavit under the civil and criminal provisions of the laws of the State of Texas.

Signed as of September 21, 2021.

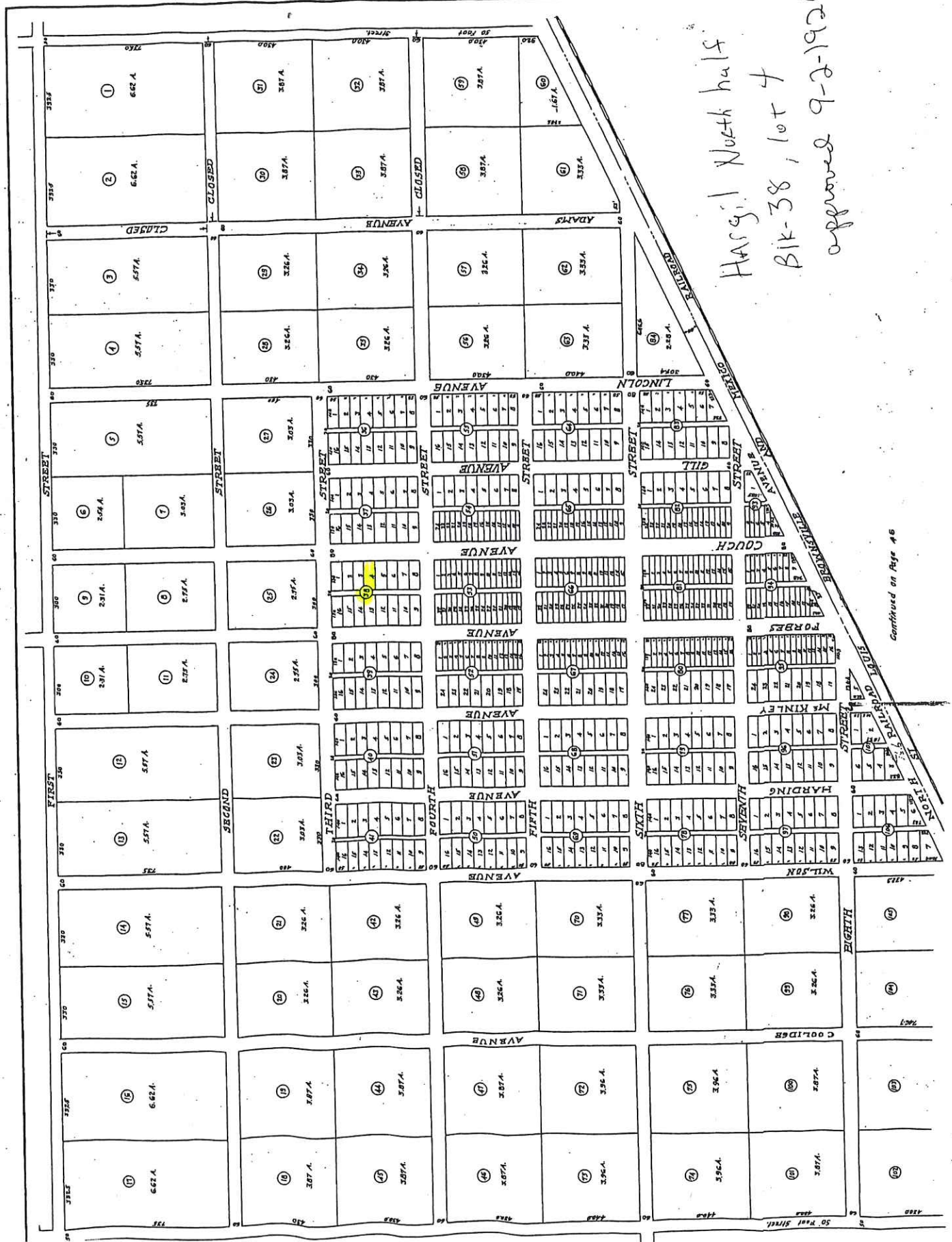

Hector Angel Lopez Pulido

Subscribed and sworn to before me on the 21st day of September, 2021, by Hector Angel Lopez Pulido.




Notary Public, State of Texas

Hargil North half
Blk-38, lot 4
approved 9-2-1926



Continued on Page 46



PLANNING DEPARTMENT

Rev. 6-14-22

County of Hidalgo

Main Office
2818 S. Business 281
Edinburg, Texas 78539
956-318-2840
956-318-2844

Precinct No. 1 Substation
1900 Joe Stephens Ave.
Ste. A
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: 4-3071

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

Upon the application of:

Name: Santjuana Leon Perez

Address: Los betranos 1205
Edinburg, TX
78542

Phone: 956 400 4542

Approved by Environmental Health:	Temporary Service	Final Service
	_____	<u>[Signature]</u>
Inspection/Permit No:	_____	Authorized Signature <u>[Signature]</u>
Date Approved:	<u>/ /</u>	<u>9 / 13 / 22</u>

Water Supplier: N/A

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

Account/ESI No.: 10032789411074942
 Temporary Pole Permanent Service

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

Seminary Heights Lots B & C (R/S Lot 11)

[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 Sept 20, 2022 the Hidalgo County Commissioners Court approved the issuance of this certificate stating as follows (strike through the statement that does not apply)

~~The land was not subdivided after September 1, 1995, and water service is available within 750 feet of the land.~~

-OR-

The land was not subdivided after September 1, 1995, and water service is available more than 750 feet from the subdivided land and the extension of water service to the land may be feasible, subject to a final determination by the water service provider.

[Signature]
Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST:

Hidalgo County Clerk

Date



PLANNING DEPARTMENT

Rev. 6-14-22

County of Hidalgo

Main Office
2818 S. Business 281
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2401 N. Moorefield Rd.
Mission, TX 78572
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956-205-7049

Precinct 1 2 3 4

T.J. Arredondo, CFM
Director of Planning

Application No:

4-3671

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

Marcelino Paredes Pineda and San Juana Leon Rodriguez

Known to me [or proved to me in the oath of _____ or through
TX DL. & Permanent Resid. (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:

Seminary Heights Lots 8 & 9. (R/s Lot 11) 1205 Los Veteranos Rd.
Edinburg TX. 78541

[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."~~

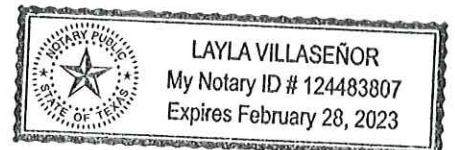
-OR-

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."

Marcelino Paredes / P. (Signature)

SUBSCRIBED AND SWORN TO before me on September 12, 2022, to certify which, witnesses my hand and seal of office.

[Signature]
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS





Chapter 232, Texas Local Government Code

9/4/2020 3:35:53 PM

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 4-3671
Receipt No.: 014153
S2400-00-000-0011-07

PINEDA MARCELINO PAREDES & SAN JUANA L RODRIGUEZ
1515 LOS VETERANOS
EDINBURG, TX 78541
(863) 670-5837
(956) 400-4542

- [1] Contractor: SELF
- [2] Water System: North Alamo WSC
- [3] Class of Work: 44 Mobile homes
- [4] Size of Structure: 2400Sq.Ft.
- [5] Legal Description: SEMINARY HEIGHTS LOTS 7 -(R/S LOT 11)
1.50AC NET
- [6] Location: Seminary Drive & Veterans Road
- [7] Sewage: N/A
- [8] Construction Type: Wood
- [9] Est. Cost of Construction: \$1000
- [10] Flood Zone: Zone X

Community Panel Number: 4803340325D
Precinct: 4
Certification of Elevation Required: No
Setbacks: Front 25', Rear 15', Side 6', Side 6', Corner '
Special Conditions: must comply with all county setbacks and regulations
Description: Permit 4-3671
Price: \$30.00

Total Amount.....\$30.00

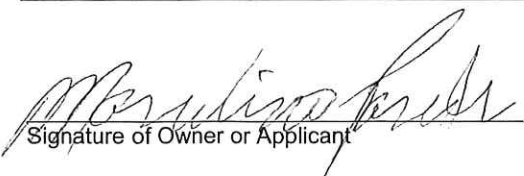
Method of Payment: Cash
Check/M.O.#:
Payment: \$40.00
Change Due: \$10.00
Application: alex.antons
Inspector: julio.ruiz
Receipt: alex.antons


Cashier
9/4/20
Date

Prop. ID# S2400-00

[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

9/4/2000
Date

Contract for Deed
(Deed of Trust)
Terms

Date: April 24, 2020

Seller: CESAR AUGUSTO FLORES MORALES

Seller's Mailing Address:

9602 N. Seminary Rd.
Edinburg, Texas 78541
Hidalgo County, Texas

Buyer: MARCELINO PAREDES PINEDA AND SAN JUANA LEON RODRIGUEZ

Buyer's Mailing Address:

1515 Los Veteranos Dr.
Edinburg, Texas 78541
Hidalgo County, Texas

Property (including any improvements):

A 1.00 GROSS ACRE TRACT OF LAND, MORE OR LESS, OUT OF A 1.50 ACRE TRACT IN LOT ELEVEN (11), SEMINARY HEIGHTS, HIDALGO COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 9, PAGE 23, MAP RECORDS, HIDALGO COUNTY, TEXAS, MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, TO WIT:

Commencing at the Northwest corner of said Lot 11;

THENCE, South 81 degrees 21 minutes East (deed: Easterly) along the North boundary of said Lot 11, a distance of 1,016.4 feet to a found ½" iron rod for the Point of Beginning and the Northwest corner of this tract.

THENCE, continuing South 81 degrees 21 minutes East (deed: Easterly,), along said North boundary of said Lot 11, a distance of 290.4 feet to a found ½" iron rod for the Northeast corner of this tract;

THENCE, South 81 degrees 39 minutes West (deed: Southerly), parallel to the West boundary of said Lot 11, a distance of 135.0 feet pass a found ½" iron rod on the North line of a 30 foot road easement, at a total distance of 150.0 feet to a point on the centerline of said 30 foot road easement for the Southeast corner of this tract;

THENCE, North 81 degrees 21 minutes West (deed: Westerly), along the centerline of said 30 foot road easement and parallel to the North boundary of said Lot 11, a distance

of 290.4 feet to a point for the Southwest corner of this tract;

THENCE, North 8 degrees 39 minutes East (deed: Northerly), parallel to the West boundary of said Lot 11, a distance of 15.0 feet pass a set mag nail on the North line of said 30 foot road easement, at a total distance of 150.0 feet to the POINT OF BEGINNING.

Sale Price: SIXTY-FIVE THOUSAND DOLLARS (\$65,000.00) + ten percent interest (10%) for 20 years

Down Payment: ONE THOUSAND DOLLARS (\$1,000.00)

Monthly Payment Amount (principal and interest): SIX HUNDRED SEVENTEEN DOLLARS AND THREE CENTS (\$617.03)

Place for Payment: BUYER WILL MAKE THE PAYMENT AT PLAINS CAPITAL BANK SAVINGS ACCOUNT NUMBER: 7648055000

Date of First Monthly Payment: April 8, 2020

Maturity Date: April 8, 2040

Deed in Trust:

Seller is executing a general warranty deed naming Buyer as Grantee, subject to the Reservations from Conveyance and Warranty and the Exceptions to Conveyance and Warranty and any matters created or permitted by Buyer. The deed is to be held in trust by Seller. When Buyer has paid all amounts due under this contract, Buyer will be entitled on written request to the delivery of that deed from trustee/seller. The seller/trustee will deliver it to Buyer only on verification of Buyer's timely performance under the contract and written request from Buyer. Seller will then deliver the warranty deed provided for in this contract. If Seller cancels this contract and forfeits Buyer's interest under this contract, the deed remains in possession of Seller. In performing under this paragraph, the trustee may rely on the documents as they are delivered and is not responsible for the accuracy or authenticity of the documents. Seller and Buyer each agree to indemnify, defend, and hold any trustees or escrow agent harmless against further liability for acts performed under this paragraph except for the trustee's/escrow agent's fraud or gross negligence.

Combined Property Tax Allocation:

The Property will not be segregate on the tax rolls from other real estate owned by Seller until it is conveyed to Buyer. Seller will prorate all taxes and assessments on the basis of the area of Buyer's property in relation to the area of the entire parcel on the tax rolls. Any taxes attributable to Buyer's improvements will be paid by Buyer. Seller will notify Buyer or Buyer's pro rata share, which Buyer will pay to Seller within ten days after the date of the notice or by December 31 of the tax year, whichever is later. Seller will furnish Buyer proof of payment of the taxes and assessments within ten days after payment.

Condemnation:

Buyer may sell all or part of the Property in lieu of condemnation, subject to Seller's written approval. All amounts payable to or received by Buyer from condemnation, of all or part of the Property or from sale in lieu of condemnation, and from damages caused by public works or construction on or near the Property, will be delivered to Seller after Buyer deducts any expenses, including attorney's fees. Seller will apply such amounts either to reduce the principal balance or to replace damaged or destroyed improvements, as Seller may elect. Buyer will immediately give Seller notice of any actual or threatened proceedings for condemnation of all or any part of the Property.

Clauses and Covenants

A. Buyer agrees to -

1. Purchase the Property from Seller.
2. Pay Seller the Sale Price as follows:
 - a. \$65,000 (sixty-five thousand dollars), the Original Principal Balance; and 10% interest for 20 years.
 - b. to be paid in installments of \$617.03 each 4th day of the Month starting April 8, 2020 until April 8, 2040, or until such date that the principal amount is paid in full;
 - c. Give a down payment of \$1,000 (one-thousand dollars).
 - d. Buyer agrees that mortgage payment made to seller does not include taxes or insurance for property being purchased (see also #7 below);
 - e. Buyer is responsible for any surveys and appraisals, if desired;
 - f. Payments will be made at Plains Capital Bank.
3. Accept the Property in its present condition "AS IS", after having inspected the Property to Buyer's satisfaction.
4. Give the right of first refusal to seller to re-purchase said property if buyer wishes to sell the property.
5. Pay property taxes when due for the current year and pay any taxes owing from prior years up until maturity date.
6. Pay a \$25.00 late fee upon late mortgage payment. A late fee will be assessed upon 3 days late payment of the mortgage plus \$5.00 for every day late after.

7. Obey all laws, ordinances, and restrictive covenants applicable to the Property.
8. Indemnify, defend, and hold Seller harmless from any loss, attorney's fees, court and other costs, other expenses, or claims arising out of Buyer's use of the Property.
9. Pay any additional ad valorem taxes and interest that become due as a penalty because of this transfer of the Property or a subsequent change in its use.

B. Buyer agrees not to -

1. Create or permit a nuisance or store, use, manufacture, or dispose of any hazardous substances, hazardous waste, toxic substance, or petroleum in, on, or under the Property.
2. Create or permit any lien on Buyer's interest in the Property, except for utility service.

C. Seller agrees to -

1. Sell the Property to Buyer.
2. After Buyer has paid all amounts due under this contract, deliver to Buyer a general warranty deed subject to (a) the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, (b) the standard printed exceptions in the warranty deed, and (c) any matter Buyer creates or permits.

D. Seller agrees not to -

1. Create or permit additional liens on the Property after the date of this contract, although Seller may change, renew, or extend, but not increase, any Existing Liens against the Property without Buyer's consent.
2. Interfere with Buyer's right of possession of the Property as long as Buyer timely performs Buyer's obligations in this contract.

E. Buyer and Seller agree to the following:

1. *Default by Buyer/Events.* Defaults by Buyer are failing to timely pay the Monthly Payment Amount or perform Buyer's other obligations in this contract within fifteen days after delivery of written notice. However, if the Property is used or to be used as Buyer's residence or as the residence of a person related to Buyer within the second degree of consanguinity or affinity, Buyer is entitled to cure Buyer's default within the period determined by section 5.065 of the Texas Property Code. To avoid enforcement of Seller's remedy, Buyer must comply with the terms of this contract up to the date of compliance specified in the written notice.

2. *Default by Buyer/Seller's Remedies.* On Buyer's default, Seller may invoke any remedies permitted by law, subject to provisions of chapter 5 of the Texas Property Code, including declaring the unpaid principal balance and accrued interest immediately due and enforcing their collection, or canceling this contract, declaring Buyer's interest under this contract forfeited, and

retaining all money paid by Buyer under this contract as liquidated damages due to the inconvenience and difficulty of determining Seller's actual damages.

3. *Default by Seller/Events.* Defaults by Seller are failing to perform Seller's obligations in this contract within fifteen days after delivery of written notice.

4. *Default by Seller/Buyer's Remedies.* On Seller's default, Buyer may terminate this contract and sue for damages, or enforce performance of this contract.

5. *After Cancellation.* Buyer will vacate the Property following cancellation of this contract, and, failing to do so, Buyer will be a tenant at will, subject to an action in forcible detainer.

6. *Recitals Presumed True.* If Seller cancels this contract, Seller may execute an affidavit stating facts evidencing default and forfeiture and the recitals in the affidavit will be presumed true.

7. *Future Improvements/Abandonment.* If Buyer constructs permanent improvements on the property, Buyer must pay cash for the improvements. If Seller cancels this contract and forfeits Buyer's interest under this contract, Buyer's permanent improvements and any abandoned personal property of Buyer will become the property of Seller.

8. *Prepayment.* Buyer may prepay before maturity all or any part of the principal balance without penalty.

9. *Title.* Buyer will acquire legal title to the Property only when Seller delivers the warranty deed. Buyer will be responsible for any fees associated with the creation of a warranty deed.

10. *Attorney's Fees.* If either party retains an attorney to enforce this contract, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

11. *Entire Agreement.* This contract, including any attached exhibits, is the entire agreement of the parties, and there are no oral representations, express or implied warranties, agreements, or promises pertaining to this contract not incorporated in writing in this contract.

12. *Amendment of Contract.* This contract may be amended only by an instrument in writing signed by the parties.

13. *Notices.* Any notice required or permitted under this contract must be in writing. Any notice required by this contract will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this contract. Subject to provisions of chapter 5 of the Texas Property Code, notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

14. *Waiver of Default.* It is not a waiver of default if the nondefaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this contract

does not preclude pursuit of other remedies in this contract or provided by law.

15. *Usury.* Interest on the debt secured by this contract will not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law; any interest in excess of that maximum amount will be credited on the principal of the debt or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any excess will be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the debt or, if the principal of the debt has been paid, refunded. This provision overrides other provisions in this and all other instruments concerning the debt.

16. *Venue.* Venue is in the county or counties in which the Property is located.

17. *Successors.* This contract binds, benefits, and may be enforced by the successors in interest of the parties, except as otherwise provided.

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

THIS EXECUTORY CONTRACT REPRESENTS THE FINAL AGREEMENT BETWEEN THE SELLER AND PURCHASER AND MY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

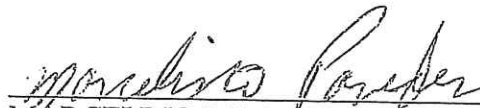
THE CONTRACT SIGNED ON NOVEMBER 7, 2019, IS VOID AFTER SIGNING THIS NEW CONTRACT.

SELLER,

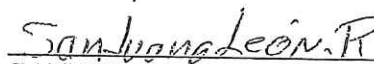


CÉSAR AUGUSTO FLORES MORALES

BUYER(S),



MARCELINO PAREDES PINEDA

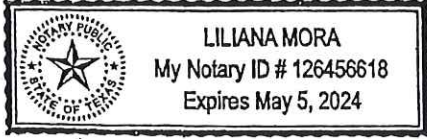


SAN JUANA LEON RODRIGUEZ

STATE OF TEXAS)

COUNTY OF HIDALGO)

This instrument was acknowledged before me on April 24, 2020, by
CESAR A. FLORES MORALES.



[Signature]

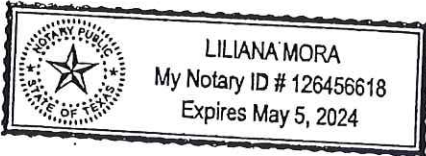
Notary Public, State of Texas

My commission expires: May 5, 2024

STATE OF TEXAS)

COUNTY OF HIDALGO)

This instrument was acknowledged before me on April 24, 2020, by
MARCELINO PAREDES PINEDA.



[Signature]

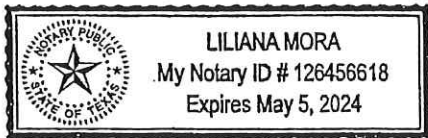
Notary Public, State of Texas

My commission expires: May 5, 2024

STATE OF TEXAS)

COUNTY OF HIDALGO)

This instrument was acknowledged before me on April 24, 2020, by
SAN JUAN LEON RODRIGUEZ.



[Signature]

Notary Public, State of Texas

My commission expires: May 5, 2024

PREPARED IN THE OFFICE OF:

JOSE M. MARTINEZ
3235 N. MCCCOLL RD.
MCALLEN, TEXAS 78501

AFTER RECORDING RETURN TO:

CESAR A. FLORES
9602 N. Seminary Rd.
Edinburg, Texas 78541
Hidalgo County, Texas

The State of Texas,
County of HIDALGO

21218
Know All Men by These Presents:

702

That CITRUS CITY LAKE DEVELOPMENT CORPORATION
a Corporation, duly organized and existing under the Laws of the State of TEXAS
for and in consideration of the sum of TEN AND NO/100 (\$10.00)

DOLLARS

to it paid, and secured to be paid, by Herbert E. Kelton and Beatrice C. Kelton

as follows:

One (1) installment vendor's lien note, dated April 17, 1978, in the principal amount of \$2,400.00 due and payable in monthly installments of \$50.40 each, including interest; with the first installment to become due and payable on or before June 17, 1978, and a like installment to become due and payable on or before the 17th day of each and every succeeding month thereafter until the entire principal balance has been paid in full.

has Granted, Sold and Conveyed, and by these presents does Grant, Sell and Convey, unto the said HERBERT E. KELTON AND BEATRICE C. KELTON

of the County of Hidalgo State of Texas all that certain lot, tract or parcel of land situated in the County of Hidalgo, State of Texas, more fully described as follows to-wit:

A tract of land out of Lot 11, Seminary Heights Subdivision, more fully described by metes and bounds: from the northwest corner of Lot 11, proceed easterly along the north boundary of said Lot 11 a distance of 871.2' for the point of beginning; thence easterly along said north boundary a distance of 435.6'; thence southerly parallel to the west boundary a distance of 150.'; thence westerly parallel to the north boundary a distance of 435.6'; thence northerly parallel to the west boundary back to the point of beginning, Seminary Heights Subdivision, Hidalgo County, Texas, according to the map or plat thereof on file and of record in the office of the County Clerk of Hidalgo County, Texas; SAVE AND EXCEPT any and all oil, gas and other minerals that may be found in, on and under said land and premises.

SUBJECT to easements of record, and grantors reserve the rights unto themselves, their successors and assigns, perpetual easements as follows: 10' for utilities and irrigation along the north boundary of the tract; and 25' along the south boundary of the tract consisting of 15' for a road right-of-way and 10' for utilities and irrigation.

SUBJECT to existing lien of record. SUBJECT to property restrictions attached hereto. TO HAVE AND TO HOLD the above described premises, together with all and singular the

rights and appurtenances thereto in anywise belonging unto the said HERBERT E. KELTON AND BEATRICE C. KELTON, their

heirs and assigns forever and the said Corporation does hereby bind itself, its successors and assigns, to Warrant and Forever Defend, all and singular the said premises unto the said HERBERT E. KELTON AND BEATRICE C. KELTON, their

heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

But it is expressly agreed and stipulated that the Vendor's Lien is retained against the above described property, premises and improvements, until the above described note, and all interest thereon are fully paid according to its face and tenor, effect and reading, when this deed shall become absolute.

IN WITNESS WHEREOF, the said Corporation has caused these presents to be signed by its duly authorized officers and to be sealed with the Seal of the Corporation, at Mission, Texas

this 17th day of April A. D. 19 78

Attest:
William J. Pacheco, Secretary.
(Seal)

CITRUS CITY LAKE DEVELOPMENT CORPORATION
By
Rodger Ellis, Vice - President.

THE STATE OF TEXAS,
COUNTY OF HIDALGO

CORPORATION ACKNOWLEDGMENT

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Rodger Ellis, Vice President, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said CITRUS CITY LAKE DEVELOPMENT CORPORATION a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE,
this the 16th day of August A. D. 1978

BENJAMIN M. ...
Notary Public in and for
Hidalgo County, Texas
My Commission Expires 12-31-78

Bernice Meek
Notary Public in and for HIDALGO County, Texas

THE STATE OF TEXAS,
COUNTY OF

I HEREBY CERTIFY that the foregoing instrument, of writing with its certificate of authentication, was filed for record in my office on the _____ day of _____, A. D. 19__ at _____ o'clock _____ M., and was duly recorded by me on the _____ day of _____, A. D. 19__ in Vol. _____, page _____, of the Records of said County.

WITNESS MY HAND and the Seal of the County Court of said County, at my office in the day and year last above written.

(L. S.)

County Clerk _____ County, Texas

By _____ Deputy.

1522

Warranty Deed
BY CONTRACTOR
WITH VENDOR'S LIEN

FROM _____

TO _____

FILED FOR RECORD

This _____ day of _____ A. D. 19__ at _____ o'clock _____ M.

By _____ County Clerk,
_____ Deputy.

RECORDED

In _____ A. D. 19__
_____ County Records

In Book _____, on Page _____

By _____ County Clerk,
_____ Deputy.

Recording Fee \$ _____

This instrument should be filed immediately with the County Clerk for record.

The Odess Company, Publishers, Dallas

DEED RESTRICTIONS FOR TRACTS OF LAND OUT OF

Lot 11, Seminary Heights Subdivision, Hidalgo County, Texas

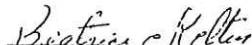
1. These restrictions are for the mutual benefit of owners of tracts of land out of the above described property. All provisions contained herein are covenants running with the land, and shall create mutual, equitable servitudes upon each tract and shall create reciprocal rights and obligations between the respective owners of tracts within the described property.
2. Every residential dwelling constructed or erected on any of the tracts shall contain 1,200 square feet or more and must be constructed of at least 80% rock, brick or stucco. This 1,200 square feet must be enclosed floor area devoted to living purposes (exclusive of roofed or unroofed porches, terraces, garages, carports and other outbuildings).
3. Each tract has a specified and dimensioned area which limits the extent of the portions thereof upon which any improvements can be constructed. The following minimum dimension shall govern for front, side and rear set backs on all tracts.
 - A. Fifteen (15) feet from the road and utility easement along the front of each tract.
 - B. Six (6) feet from each side line.
 - C. Ten (10) feet from the rear lot line.
4. No outside toilet shall be constructed on any lot. All toilets shall be connected to a septic tank approved by the Hidalgo County Health Department.
5. No stripped, unsightly, offensive, wrecked, junked or dismantled vehicles or portions thereof, no furniture or appliances designed for normal use or operation within, as distinguished from outside, dwellings, and no buildings or construction materials or supplies shall be parked, permitted, stored or located upon any street in the subdivision or on any tract thereof in such a manner or location as to be visible to the users of any street. No trucks, trailers, automobiles, or commercial vehicles may be parked or stored on the private street or easement facing the street.
6. Above ground containers for trash or garbage may not be located in front of a residence or along any street frontage on any day other than pickup day. No portion of the above described property shall be used for dumping trash or other refuse.
7. Maintenance of the road running through the center of the tract shall be the responsibility of the individual tract owners, and costs shall be prorated among the owners in relation to the size of the tract which each owns. Maintenance of the land purchased by the owner is his individual responsibility and will be kept trimmed and clean; trees will be properly cared for.
8. The tract owners may form an organization to provide for the maintenance of the road, irrigation, land, etc., collection of the monies therefore, and to enforce these restrictions. Any assessment for maintenance which is incurred in accordance with the rules of the organization formed by the individual tract owners will be a lien against the property until paid.
9. No tract shall be used for business purposes.
10. No animal shall be kept on any tract that may become a nuisance to other owners.
11. No 1/2 acre tract in the above described property shall contain more than one residential dwelling, nor shall it be occupied permanently by more than any one family.

APPROVED AND ACCEPTED:

CITRUS CITY LAKE DEVELOPMENT CORPORATION


Herbert E. Kelton


Rodger Ellis, Vice President


Beatrice C. Kelton

27248

FILED FOR RECORD THIS DATE
At 8:26 o'clock a. M.

AUG 17 1978
SANTOS SACDANA
County Clerk, Mitchell County, Texas
By [Signature] Deputy

Citrus City Lake Deed