







# PLANNING DEPARTMENT

Rev. 7-24-23

## County of Hidalgo

Main Office  
2818 S. Business Hwy  
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

**Anthony Uresti**  
~~Assistant~~ Director

Application No:

4-8136

### 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: Mary Jo Jaramillo +

Name: Jabier Jaramillo

Address: 5737 Hendrix Dr.

Edinburg, Tx 78542

Phone: 956-252-7452

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

Pincon de Encinos #5 Lot 63

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Mary Jaramillo  
Requesting Party (Signature)

1-23-2024  
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

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

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

1/31/24  
Date

[Signature]  
County Official



COUNTY OF HIDALGO  
PLANNING DEPARTMENT

Main Office 2818 S Business Hwy 281 Edinburg, Texas 78539 Ph: 956-318-2840 Fax: 956-318-2844	Precinct No. 1 Substation 1900 Joe Stephens Ave. Ste. A Weslaco, Texas 78596 Ph: 956-968-4734 Fax: 956-973-7850	Precinct No. 3 Substation 2401 N. Moorefield Rd. Mission, Texas 78572 Ph: 956-205-7045 Fax: 956-205-7049
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Permit No.: Permit 4-8136  
Receipt No.: 033202  
R2845-05-000-0063-00

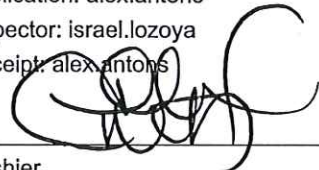
JARAMILLO JABIER & MARY JO  
15731 HENDRIX DR  
EDINBURG, TX 78542  
(956) 252-7452  
(956) 609-1771

- [1] Contractor: SELF
- [2] Water System: North Alamo WSC
- [3] Class of Work: 44 Mobile homes
- [4] Size of Structure: 1580Sq.Ft.
- [5] Legal Description: RINCON DE ENCINOS #5 LOT 63
- [6] Location: MONTE CRISTO RD & URESTI RD
- [7] Sewage: N/A
- [8] Construction Type: Wood
- [9] Est. Cost of Construction: \$94800
- [10] Flood Zone: Zone AE

Community Panel Number: 4803340325D  
Precinct: 4  
Certification of Elevation Required: Yes  
Setbacks: Front 25', Rear 40', Side 15WS', Side 7ES', Corner '  
Special Conditions: MUST COMPLY WITH ALL SETBACKS AND REGULATIONS REQUIRED BY THE HCPD  
Description: Permit 4-8136  
Price: \$30.00

**Total Amount.....\$30.00**

Method of Payment: Cash  
Check/M.O.#:  
Payment: \$30.00  
Change Due: \$0.00  
Application: alex.antons  
Inspector: israel.lozoya  
Receipt: alex.antons

  
\_\_\_\_\_  
Cashier

1/22/24  
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

1-22-24  
Date

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

1038316

Date: December 30, 2001

Grantor: Gaston, Hendrix & Gaston, a Texas Partnership

Grantor's Mailing Address (including county):  
3105 S. Bus 281  
Edinburg, Texas 78539

Grantee: JABIER JARAMILLO and MARY JO JARAMILLO  
First Grantee's [REDACTED]  
Second Grantee's [REDACTED]  
Grantee's Home Phone Number:  
Grantee's Work Phone Number:  
Grantee's Mailing Address (including county):

P. O. BOX 520  
WASHINGTON, MICHIGAN 48094  
MACOMB County, MICHIGAN

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-seven Thousand Nine Hundred and 00/100 Dollars (\$27,900.00), 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 Charles Mann, Trustee.

Property (including any improvements):

Lot(s) 62 AND 63, Rincon De Encinos Subdivision No. 5, Hidalgo County, Texas, according to the map recorded in Volume 35, Pages 135-137, Map Records in the office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes

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.

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.

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.

Gaston, Hendrix & Gaston,  
a Texas Partnership

By:

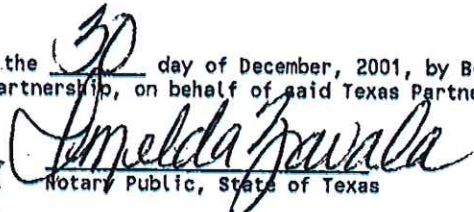
  
Bob A. Gaston, General Partner

(Acknowledgment)

State of Texas  
County of Hidalgo

This instrument was acknowledged before me on the 30 day of December, 2001, by Bob A. Gaston, General Partner of Gaston, Hendrix & Gaston, a Texas Partnership, on behalf of said Texas Partnership.



  
Notary Public, State of Texas

SALESPERSON: Bob A. Gaston

AFTER RECORDING RETURN TO:

Gaston, Hendrix & Gaston  
3105 S. Bus 281  
Edinburg, Texas 78539

Filed for Record in:  
Hidalgo County  
by J. D. Salinas, III  
County Clerk  
On: Jan 03, 2002 at 11:11A  
As a Recording  
Document Number: 1038316  
Total Fees : 16.00  
Receipt Number - 391412  
By: Imelda Leal, Deputy



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

Precinct 1 2 3 4

**Anthony Uresti**  
~~Assistant~~ Director

Application No: 4-7817

### 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: Maria E Muniz

Address: 1223 Duranta Av.  
Alamo Texas  
78516

Phone: 956-274-8109

Approved by Environmental Health:	Temporary Service Authorized Signature	Final Service Authorized Signature
Inspection/Permit No:		
Date Approved:	/ /	<u>01/25/2024</u>

Water Supplier: North Alamo water supply

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

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

regarding the land described as:

Eldora Heights Ph.1 Lot 67

on February 6, 2024, 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;
- yes water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable;
- 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;
- 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;
- yes electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023.

(Date approved 4/18/01);

(verified by [Signature]);

(verified by [Signature]);

(verified by [Signature]);

(verified by [Signature]);

\_\_\_\_\_  
Planning Department Authorized Signature

\_\_\_\_\_  
Hidalgo County Judge

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Hidalgo County Clerk

\_\_\_\_\_  
Date



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Precinct 1 2 3 4

**Anthony Uresti**  
Director

Application No: 4-7817

### 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: Maria E. Moniz

Address: 1223 Duranta Av.

Alamo Texas 78516

Phone: 956 274-81-09

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

Eldora Heights Ph. 1 lot 67

#### 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)

01/25/24  
Date

#### ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

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

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

1/31/24  
Date

[Signature]  
County Official



COUNTY OF HIDALGO  
PLANNING DEPARTMENT

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Permit No.: Permit 4-7817  
Receipt No.: 031722  
E5038-01-000-0067-00

MUNIZ MARIA ELIDA  
912 SAN JOSE ST  
SAN JUAN, TX 78589  
(956) 274-8109  
(956) 714-0938

- [1] Contractor: SELF
- [2] Water System: North Alamo WSC
- [3] Class of Work: 01 Residential, new, Single Family Dwelling
- [4] Size of Structure: 696Sq.Ft.
- [5] Legal Description: ELDORA HEIGHTS M/H PH 1 LOT 67
- [6] Location: ELDORA RD & CESAR CHAVEZ RD
- [7] Sewage: North Alamo WSC
- [8] Construction Type: Block
- [9] Est. Cost of Construction: \$38605
- [10] Flood Zone: Zone B

Community Panel Number: 4803340425C  
 Precinct: 4  
 Certification of Elevation Required: No  
 Setbacks: Front 20', Rear 20', Side 6', Side 6', Corner '  
 Special Conditions: **MUST COMPLY WITH ALL SETBACKS AND REGULATIONS REQUIRED BY THE HCPD**  
 Description: Permit 4-7817  
 Price: \$30.00  
**Total Amount.....\$30.00**  
 Method of Payment: Cash  
 Check/M.O.#:  
 Payment: \$30  
 Change Due: \$0.00  
 Application: melissa.lopez  
 Inspector: israel.lozoya  
 Receipt: melissa.lopez

*Melissa Lopez* 10/2/23  
 Cashier Date

ID# 627202

[NOTICE]

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*Maria Elida Muniz*  
Signature of Owner or Applicant

10/02/23  
Date

Rec'd #40  
EH 6?

**NOTICE OF CONFIDENTIALITY RIGHTS:**

**IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS:**

**YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER**

**RELEASE OF LIEN**

Date: **September 26, 2018**

**NOTE**

Date: **March 1, 2002**

Original Amount: **Eleven Thousand Five Hundred and No/100 Dollars (\$11,500.00)**

Maker: **Maria Elida Muniz**

Payee: **Eldora Heights, L.L.C., a Texas Limited Liability Company**

Date of Maturity: **As therein provided**

Holder of Note and Lien: **Eldora Heights, L.L.C., A Texas Limited Liability Company**

Holder's Mailing Address: **P. O. Box 5848  
McAllen, Texas 78502  
Hidalgo County**

Note and Lien Described in the following documents recorded in:

**Vendor's Lien retained in Deed dated March 1, 2002 executed by Eldora Heights, L.L.C., a Texas Limited Liability Company to Maria Elida Muniz filed on March 4, 2002 under Document Number 1057964, Official Records of Hidalgo County, Texas, securing the payment of one note of even date therewith in the principal sum of \$11,500.00 payable to the order of Eldora Heights, L.L.C., a Texas Limited Liability Company and being additionally secured by a Deed of Trust dated March 1, 2002 to John G. Phillips, Trustee; said Deed of Trust filed for record in the Office of the County Clerk of Hidalgo County, Texas on March 4, 2002 under Document Number 1057965, Official Records of Hidalgo County, Texas.**

**Property:**

**Lot (s) 67, Eldora Heights Mobile Home Subdivision, Phase I, an addition to the City of San Juan, as shown by the map or plat thereof recorded in Volume 37, Pages 102 and 103, Map Records, Hidalgo County, Texas.**

For value received, Holder of Note and Lien releases only the Property from the Lien and from all liens held by Holder of Note and Lien, without regard to how they were created or evidenced.

Holder of the Note and Lien expressly waives and releases all present and future rights to establish or enforce the Lien as security for payment of any future or other indebtedness.

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

**ELDORA HEIGHTS, L.L.C., a Texas Limited Liability Company**

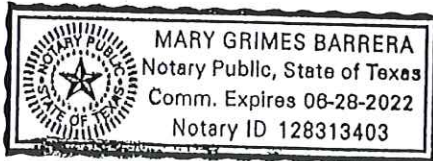
BY: *John G. Phillips* President  
**JOHN G. PHILLIPS**

\*\*\*\*\*

**(Corporation Acknowledgment)**

STATE OF TEXAS            0  
COUNTY OF HIDALGO    0

This instrument was acknowledged before me on the 15 day of **October, 2018** by **JOHN G. PHILLIPS, PRESIDENT, OF ELDORA HEIGHTS, L.L.C., A TEXAS LIMITED LIABILITY COMPANY**, on behalf of said **ELDORA HEIGHTS, L.L.C., A TEXAS LIMITED LIABILITY COMPANY**.



*Mary Grimes Barrera*  
**NOTARY PUBLIC, STATE OF TEXAS**

\*\*\*\*\*

**Prepared in the Law Office of:  
Elliott & Ritch LLP  
125 E. Caffery Ave./P. O. Box 630  
Pharr, Texas 78577  
Phone: (956) 787-6261 / Fax: (956) 787-6395**

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

1057964

Date: March 1, 2002

Grantor: Eldora Heights, L.L.C., a Texas Limited Liability Company  
Grantor's Mailing Address:  
P.O. Box 5848  
McAllen, Texas 78502

Grantee: MARIA ELIDA MUNIZ  
First Grantee's Social Security Number: 632-28-1146

Grantee's Mailing Address (including county):  
127 ALTA  
SAN JUAN, Texas 78589  
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 Eleven Thousand Five Hundred Dollars and No Cents (\$11,500.00), 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 John G. Phillips, Trustee.

Property (including any improvements):

Lot(s) 67, Eldora Heights Mobile Home Subdivision, Phase I, an addition to the City of San Juan, as shown by the map or plat thereof recorded in Volume 37, Pages 102 and 103, Map Records, Hidalgo County, Texas

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, and there is also 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.

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 year 2002 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. Easements, reservations and restrictions as may be shown on the recorded map or plat of said subdivision as recorded in Volume 37, Pages 102 and 103, Map Records, Hidalgo County, Texas.
12. Blanket easements, rules, regulations and rights in favor of Hidalgo County Irrigation District No. 2.
13. Terms, stipulations and conditions contained in Oil, Gas and Mineral Lease (s) dated November 22, 1984, recorded in Volume 2066, Page 648, and dated December 27, 1986, recorded in Volume 2397, Page 922, both in the Official Records of Hidalgo County, Texas.
14. Restrictive Covenants as set forth in the "Declaration of Covenants, Conditions and Restrictions: recorded in the Office of the County Clerk of Hidalgo County, Texas, under Document Number 967695.

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.

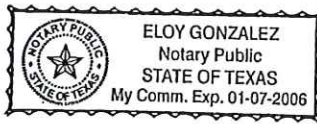
Eldora Heights, L.L.C., a Texas Limited Liability Company

BY: [Signature]  
John G. Phillips, President

(Acknowledgment)

State of Texas  
County of Hidalgo

This instrument was acknowledged before me on the 1 day of March, 2002, by John G. Phillips, President, President of Eldora Heights, L.L.C., a Texas Limited Liability Company on behalf of said Texas Limited Liability Company.



[Signature]  
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Eldora Heights, L.L.C.  
P.O. Box 5848  
McAllen, Texas 78502

Filed for Record in:  
Hidalgo County  
by  
J. D. Salinas, III  
County Clerk

On: Mar 04, 2002 at 03:27P

As a Recording

Document Number: 1057964  
Total Fees: 16.00

Receipt Number - 404525  
By:  
F10 Chavez, Deputy