

# **CONSTRUCTION LOAN AGREEMENT**

## **OWNER-OCCUPIED REHABILITATION LOAN PROGRAM**

This Construction Loan Agreement ("Agreement"), effective as of April 15, 2011, among the Borrower, Lender and Contractor who are identified and whose addresses are stated below. This Agreement relates to the manner of disbursement of the loan proceeds on the Note for the benefit of Borrower for the rehabilitation and/or renovation of the Improvements on the Property under the Lender's Owner-Occupied Housing Rehabilitation Program. The Note is secured by liens on the Property and Improvements granted in a Mechanic's Lien Contract and a Deed of Trust.

**BORROWER:**           **Felipa O. Guzman**

**BORROWER'S ADDRESS:**       **628 Silver Ave., Mercedes, TX 78570**

**LENDER:**               **County of Hidalgo, Texas**

**LENDER'S ADDRESS:**

County of Hidalgo, Urban County Program  
Owner-Occupied Rehabilitation Loan Program  
1916 Tesoro Blvd  
Pharr, Texas 78577

**CONTRACTOR:**       **Hugo De Leon d/b/a DE LEON CONSTRUCTION**

**CONTRACTOR'S ADDRESS:** **P.O. Box 1536, Mission, TX 78572**

**NOTE:**

**\$41,890.00** Mechanic's Lien Note dated **April 15, 2011**, executed by Borrower, payable to Contractor, as stated in the note, and secured by the Property, which note has been renewed and extended into a Promissory Note dated **April 15, 2011**, executed by Borrower, payable to Lender, also secured by the Property

**CONTRACT:**

Mechanic's Lien Contract of even date herewith executed by Borrower and Contractor providing for the rehabilitation and/or renovation to the Improvements and retaining liens against the Property. The liens have been transferred to Lender

**SECURITY FOR PAYMENT:**

Mechanic's and materialman's lien granted by Borrower to Contractor in the Mechanic's Lien Contract on the Property, which liens were transferred to Lender in a Transfer of Lien of even date herewith, which Mechanic's Lien Contract and Transfer of Lien are recorded in the Real Property Records of Hidalgo County, Texas, and a deed of trust lien granted by Borrower for the benefit of Lender in a Deed of Trust of even date herewith, which Deed of Trust is recorded in the Real Property Records of Hidalgo County, Texas

**PROPERTY:** See Exhibit "A" attached hereto

**IMPROVEMENTS:**

Renovation and/or rehabilitation to Borrower's residence located on the Property according to: (i) Plans and Specifications, Timetable and Budget attached hereto as Exhibit "B"; (ii) an Owner-Occupied Rehabilitation Loan Program Contract dated **April 15, 2011** between Borrower and Lender; and (iii) the accepted bid submitted to Lender by Contractor. In the event of a conflict in the documents, the provision in the document containing the most stringent requirement for the matter in dispute shall control

**AMOUNT AVAILABLE FOR CONSTRUCTION: \$41,890.00**

Borrower, Lender and Contractor agree as follows:

1. Purpose and Limitation of Advances.

(a) Subject to the provisions of this Agreement, and in compliance with Subchapter K, Chapter 53, Texas Property Code, Lender will advance funds to Contractor for the benefit of Borrower in the aggregate amount of the Note. Provided Contractor has obtained the performance bond required in Paragraph 1 (b) of this Agreement, Lender will advance the Amount Available for Construction during the course of the construction of the Improvements, in accordance with this Agreement. The Amount Available for Construction will be advanced solely to pay Contractor for costs of labor performed and materials furnished by Contractor pursuant to the Contract.

(b) Contractor may furnish a performance bond ("Bond"), to be kept in force throughout the period of this Agreement, in an amount equal to the Amount Available for Construction. The Bond shall: (i) cover Contractor's faithful performance of the Contract, free of liens upon the Property; (ii) name as obligees both Borrower and Lender, jointly and severally; (iii) be written by surety companies qualified to do business in the State of Texas; and (iv) be in such form and with such sureties as the Lender may approve.

(c) Construction advances are to be made by Lender to Borrower for work done.

(d) If Contractor has provided Lender and Borrower the Bond permitted by this Agreement, Contractor may submit a request for 40% of the Amount Available for Construction ("Initial Advance") when 50% of the work related to the Improvements have been completed and Contractor and Borrower have complied with the provisions of Paragraph 3 of this Agreement. A second request for construction advance for 50% of the Amount Available for Construction ("Final Advance") may be submitted when the Improvements have been completed and accepted by Borrower and Lender and Contractor and Borrower have complied with the provisions of Paragraph 4 of this Agreement.

(e) If Contractor has not provided Lender and Borrower the Bond permitted by this Agreement, Contractor may submit a request for 90% of the Amount Available for Construction when the Improvements have been completed and accepted by Borrower and Lender, and Contractor and Borrower have complied with the provisions of Paragraph 4 (except as to the Bond) of this Agreement.

(f) All requests for construction advances shall comply with Subchapter K, Chapter 53, Texas Property Code, and be made on forms approved

by Lender. Each construction advance shall be in an amount equal to the Amount Available for Construction times the applicable percentage as determined by Lender and/or its inspectors. Lender may prepare a chart for determining the percentage of completion and the schedule of advances to be made by Lender, and Lender may limit advances according to the schedule based on the percentage of the Improvements that are complete at the time of any request for construction advance.

(g) Whenever in the sole opinion of Lender the cost of completing the Improvements pursuant to the plans and specifications approved by Lender exceeds the total amount of unadvanced loan proceeds, Borrower, at Lender's request, shall pay such excess to the satisfaction of Lender prior to any further advances under the Note.

2. Lender's Payments on Behalf of Borrower. Lender shall make payments for the cost of construction of the Improvements by check payable to the Owner and Contractor, or to Contractor, and in Lender's discretion, following Contractor's default under this Agreement or the Contract, jointly to Contractor and Contractor's subcontractors or suppliers.

3. Conditions to Initial Advance. Lender shall have no obligation to make the Initial Advance of funds to Borrower unless and until Contractor has furnished Borrower and Lender the Bond permitted by this Contract, and the following conditions have been satisfied:

(a) Borrower and Contractor have executed and delivered to Lender this Agreement, the Contract, the Note, the Deed of Trust, an Owner-Occupied Rehabilitation Loan Program Contract, Affidavit of Commencement and other documents securing the loan evidenced by the Note;

(b) Borrower and Contractor have furnished Lender all documents required by Lender to evidence compliance with Subchapter K, Chapter 53, Texas Property Code;

(c) To the extent applicable, Contractor has furnished Lender evidence that Contractor has established a construction account in compliance with Chapter 162, Texas Property Code;

(d) Contractor has provided Lender a copy of the final plans and specifications for the construction of the Improvements acceptable to Lender, along with a timetable and budget for completion of the Improvements as required by this Agreement and the Contractor's accepted bid;

(e) Contractor has provided Lender a copy of the building permit for the Improvements;

(f) Contractor has provided Borrower and Lender a list of all subcontractors used or to be used for completion of the Improvements, and executed partial release and lien waivers from subcontractors, suppliers and Contractor for all amounts to be disbursed to Contractor against the Amount Available for Construction;

(g) Contractor has provided Lender a copy of all insurance policies, which Contractor is required to maintain under the Contract, or in lieu thereof, a certificate of insurance which confirms Contractor has obtained all insurance required under the Contract;

(h) Contractor has provided Lender evidence that Contractor is in compliance with Chapter 416, Texas Property Code; and

(i) Borrower and Contractor have provided Lender such other items as Lender shall reasonably require.

4. Final Advance. The Final Advance (except for retainage, which will be disbursed in accordance with paragraph 5) shall be disbursed at the completion of the Improvements when Contractor has delivered to Lender all documents required under Paragraph 3 and the following:

(a) Affidavit of Completion and Final Bills Paid Affidavit executed by Borrower and Contractor, which complies with Subchapter K, Chapter 53, Texas Property Code, together with supporting evidence (including, but not limited to, waivers of lien and releases signed by Contractor and all subcontractors and suppliers of materials) that: (i) the construction work for the Improvements has been fully completed; and (ii) all bills for labor and material have been paid in full;

(b) Evidence that Borrower and Contractor have complied with all applicable laws pertaining to the location, development, and construction of the Improvements and that all governmental authorities having jurisdiction have approved: (i) the location, development, and construction of the Improvements to the Property; and (ii) all other matters requiring approval by governmental authorities; and

(c) Borrower and Contractor have provided such other items as Lender shall reasonably require.

5. Disbursement of Retainage. The retainage will be disbursed thirty-one days after all of the following events have occurred: (i) completion of the Improvements and acceptance by Borrower and Lender; (ii) an Affidavit of Completion acceptable to Lender has been executed by Borrower and Contractor; (iii) the Affidavit of Completion has been filed in the Real Property Records of the county where the Property is located; and (iv) Borrower and Contractor have complied with

the provisions of Paragraph 4 of this Agreement. Notwithstanding any statement in this paragraph to the contrary, the retainage will not be disbursed if any liens have been filed against the Property in the Real Property Records of the county where the Property is located. Further, Lender may withhold approval of payment of the retainage until after Lender is presented evidence satisfactory to Lender, including but not limited to affidavits by Borrower and Contractor, showing payment in full of all obligations incurred in connection with construction.

6. Inspections. Lender shall be entitled to: (i) use its own personnel; or (ii) to designate an architect, engineer or other third party; to make any inspections or certifications required by Lender, and Lender shall not be required to make any loan advance until Lender has received inspections and certifications satisfactory to it. Prior to each loan advance, and at such other times as Lender may require, either Borrower or Contractor will be required to call for a physical inspection by Lender or other party designated by Lender.

7. Borrower's and Contractor's Additional Obligations. Borrower and Contractor further agree that:

(a) The Improvements will be constructed and fully equipped in a good and workmanlike manner with materials of high quality, using all new materials, strictly in accordance with the plans and specifications approved by Lender, and that the Improvements will comply with: (i) all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended, if the Property is located outside the jurisdiction of a municipality; or (ii) all applicable local building codes and ordinances of the municipality if the Property is located within the jurisdiction of a municipality, unless the municipality has no local building codes and ordinances, in which event Owner shall comply with all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended;

(b) No changes will be made in the plans and specifications submitted to Lender except on the written approval of the same by Lender;

(c) No extras shall be allowed to any contractor or subcontractor or any change made in any contract or subcontract without the Lender's prior written approval and consent;

(d) Contractor will promptly furnish Lender, at Lender's request, after execution thereof, executed copies of all contracts between Contractor and subcontractors, and of all contracts between Contractor and its suppliers, as well as contracts between subcontractors and their suppliers;

(e) Borrower and Contractor will cooperate with Lender in arranging for inspections by representatives of Lender of the progress of construction from time

to time and will promptly comply with Lender's requirements or satisfy any objections regarding construction of the Improvements or the progress thereof;

(f) Borrower and Contractor will not suffer or permit any mechanics' or materialmen's lien claims to be filed or otherwise asserted against the Property and will promptly discharge the same in case of the filing of any claims for lien or proceedings for the enforcement thereof; provided, however, that Borrower shall have the right to contest in good faith and with reasonable diligence the validity of any such lien or claim on furnishing to Lender such security or indemnity as it may require;

(g) Borrower will pay all real estate taxes and assessments of every kind on the Property before the same become delinquent, and Lender may at any time require Borrower to provide evidence that taxes have been paid current;

(h) In the event that Lender shall expend any amount in performance of any of Borrower's covenants or agreements under the Note or any document securing the Note, such amounts shall constitute additional indebtedness secured under the Contract;

(i) All of the personal property, fixtures, attachments, and equipment delivered on, attached to, or used in connection with the construction of the Improvements or the operation thereof will be kept free and clear of all liens, encumbrances, and security interests whatsoever, and Borrower will be the absolute owner of such personal property, fixtures, attachments, and equipment and Contractor and Borrower will, from time to time, furnish Lender with satisfactory evidence of such ownership, including searches of applicable public records;

(j) Borrower and Contractor will comply with their respective obligations under this Agreement and the Contract and with all applicable laws, rules, ordinances and regulations;

(k) Borrower and Contractor will comply with the Special Conditions, if any, set forth in Exhibit "C" attached hereto;

(l) Contractor will pay all premiums on all insurance policies required from time to time during the progress of construction, and furnish to Lender additional and renewal insurance policies with companies, coverage, and amounts satisfactory to Lender; and

(m) Contractor will keep accurate and proper books and records of the construction of the Improvements, and will at all reasonable hours allow Lender or its representative to examine such books and records and all contracts and bills relating to the construction of the Improvements.

(l) Contractor shall not discriminate against any employee or applicant for employment because of sex, race, creed, color, national origin or handicap and shall take affirmative action to ensure that during the application process and during employment applicants and employees are treated without regard to their race, creed, color, national origin or handicap. Such action shall include, but not be limited to hiring and employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor shall continuously post in conspicuous places, readily available to employees and applicants for employment, notices to be provided or approved by the County of Hidalgo, setting forth the provisions of this non-discrimination provision and such other notices as may be required by law.

8. Actions For Lender's Benefit Only. **THE AUTHORITY HEREIN CONFERRED ON LENDER AND ANY ACTION TAKEN BY LENDER IN MAKING INSPECTIONS OF THE PROPERTY, PROCURING SWORN STATEMENTS AND WAIVERS OF LIENS, APPROVING CONTRACTS AND SUBCONTRACTS AND APPROVING PLANS AND SPECIFICATIONS WILL BE TAKEN BY LENDER FOR ITS OWN PROTECTION ONLY, AND LENDER SHALL NOT BE DEEMED TO HAVE ASSUMED ANY RESPONSIBILITY TO BORROWER OR ANY OTHER PERSON WITH RESPECT TO ANY SUCH ACTION HEREIN AUTHORIZED OR TAKEN BY LENDER OR WITH RESPECT TO THE PROPER CONSTRUCTION OF THE IMPROVEMENTS, PERFORMANCE OF CONTRACTS OR SUBCONTRACTS BY ANY CONTRACTORS OR SUBCONTRACTORS, OR PREVENTION OF CLAIMS FOR MECHANIC'S LIEN.**

9. Non-Waiver By Lender. No waiver of any breach or default hereunder shall constitute or be construed as a waiver by Lender of any subsequent breach or default or of any breach or default of any other provision.

10. Conflict of Interest. **BORROWER AND CONTRACTOR REPRESENT AND WARRANT TO LENDER THAT, TO THE BEST OF THEIR KNOWLEDGE, NO EMPLOYEE, AGENT, CONSULTANT, OFFICER, OR ELECTED OR APPOINTED OFFICIAL OF LENDER WHO EXERCISES OR HAS EXERCISED ANY FUNCTIONS OR RESPONSIBILITIES WITH RESPECT TO THE ACTIVITIES ASSISTED WITH THE LENDER'S OWNER-OCCUPIED REHABILITATION LOAN PROGRAM OR WHO ARE IN A POSITION TO PARTICIPATE IN A DECISION MAKING PROCESS OR GAIN INSIDE INFORMATION WITH REGARD TO THESE ACTIVITIES, DURING THEIR TENURE OR WITHIN ONE YEAR THEREAFTER, HAS A FINANCIAL INTEREST OR BENEFIT IN THE LOAN RELATED TO THIS AGREEMENT, OR THE PROCEEDS THEREUNDER, EITHER FOR THEMSELVES OR THOSE WITH WHOM THEY HAVE FAMILY OR BUSINESS TIES.**

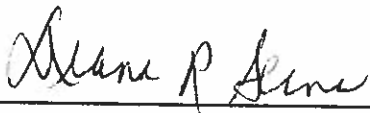
11. Dispute Resolution. All disputes between Contractor and Borrower regarding the construction project which is the subject of this Agreement, including, but not limited to, all disputes with regard to the Contract and this Agreement, shall, in the first instance, be submitted, in writing, with supporting documentation, within ten (10) days of the incident giving rise to the dispute, to Lender's program director having responsibility for the Lender's owner-occupied rehabilitation loan program for resolution. Except for good cause shown, any dispute not submitted within such ten (10) day period shall be deemed waived. While a dispute is pending, Contractor and Borrower shall otherwise proceed to perform all obligations under the Contract and this Agreement not otherwise in dispute.

12. Sole and Only Agreement. This Agreement and the instruments executed in connection therewith constitute the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

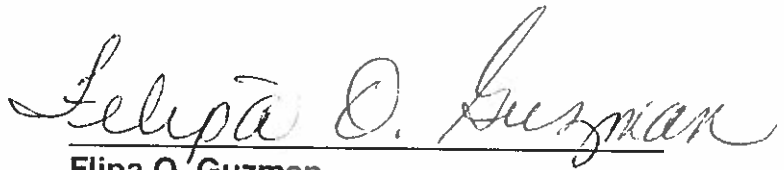
**LENDER'S SIGNATURE:**

**BORROWER'S SIGNATURE:**

**COUNTY OF HIDALGO**



By: Diana R. Serna  
Its: Director



Flipa O. Guzman

**CONTRACTOR'S SIGNATURE:**



Hugo De Leon  
d/b/a DE LEON CONSTRUCTION

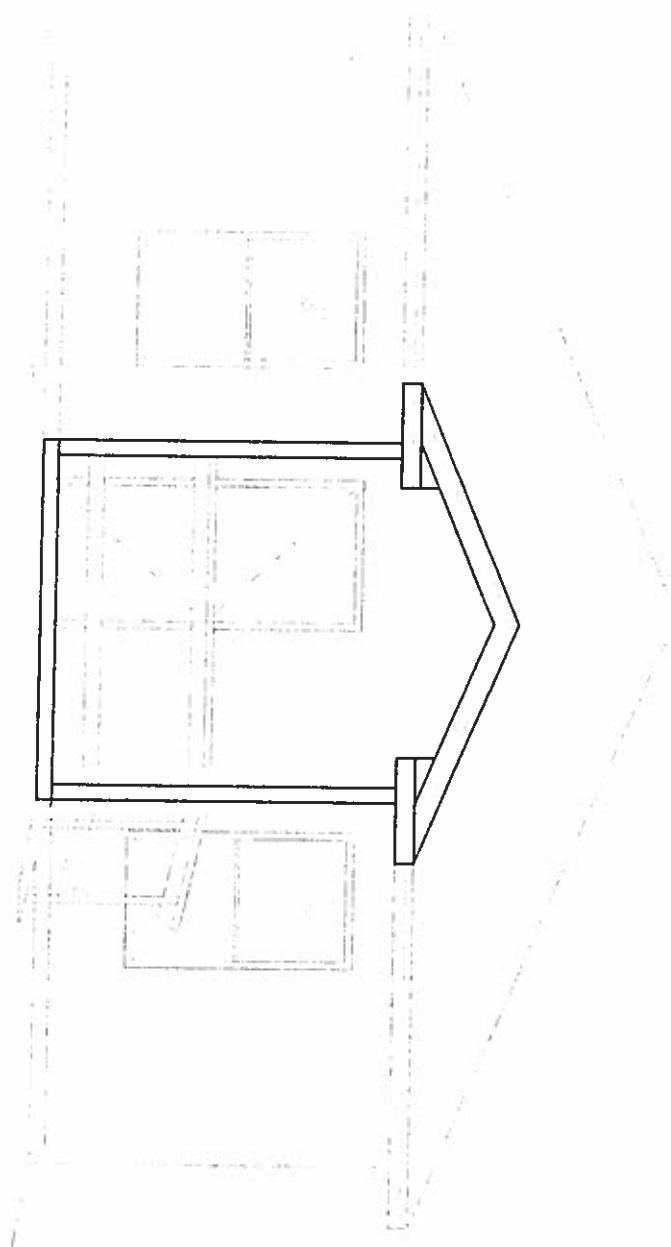


EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

**All of Lot 13, Block 8, Colonia Garza Subdivision, out of the Silver Subdivision of the Cavazos Hidalgo County, Texas.**

# GUZMAN RESIDENCE



Felipa O. Guzman

URBAN COUNTY PROGRAM

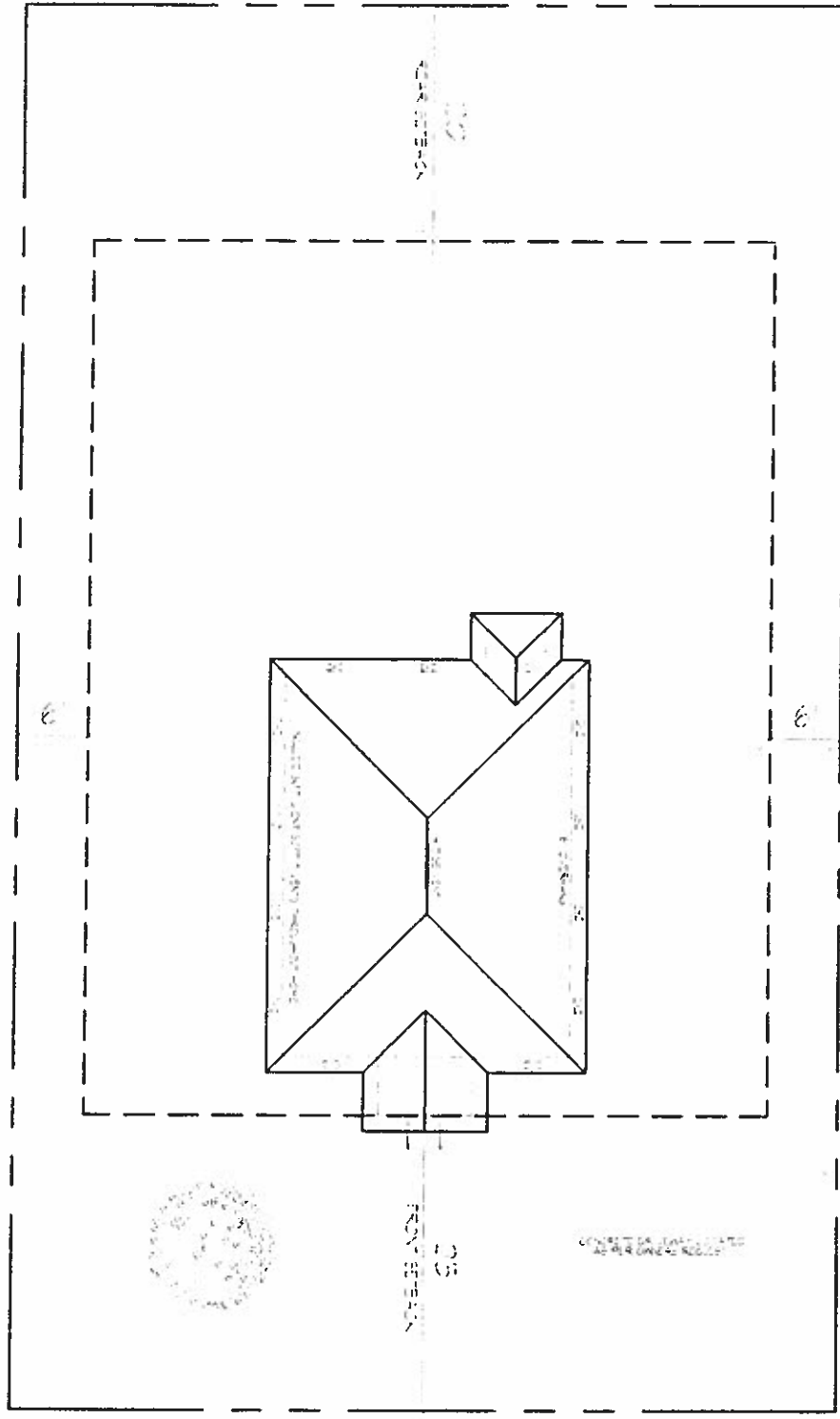
URBAN COUNTY PROGRAM  
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

TOTAL AREA  
664 SQ. FT.

70'

120'

CC. ONIAL GARZA LOT 13 BLK 8



628 SILVER AVE.

**NOTE:**

Please verify with city/county on setbacks and for any requirements regarding sidewalk, driveway, landscaping, and any other regulations as per city regulations/ordinances.

**HOMEVER**, any house that is made for handicap accessibility WILL ATWAY require driveway with connecting sidewalk

Remember to provide 6" of landscape dirt around house with sufficient grass seed up to 10' of perimeter. In addition, remember to replace septic tank if needed and is more than 10 yrs old.

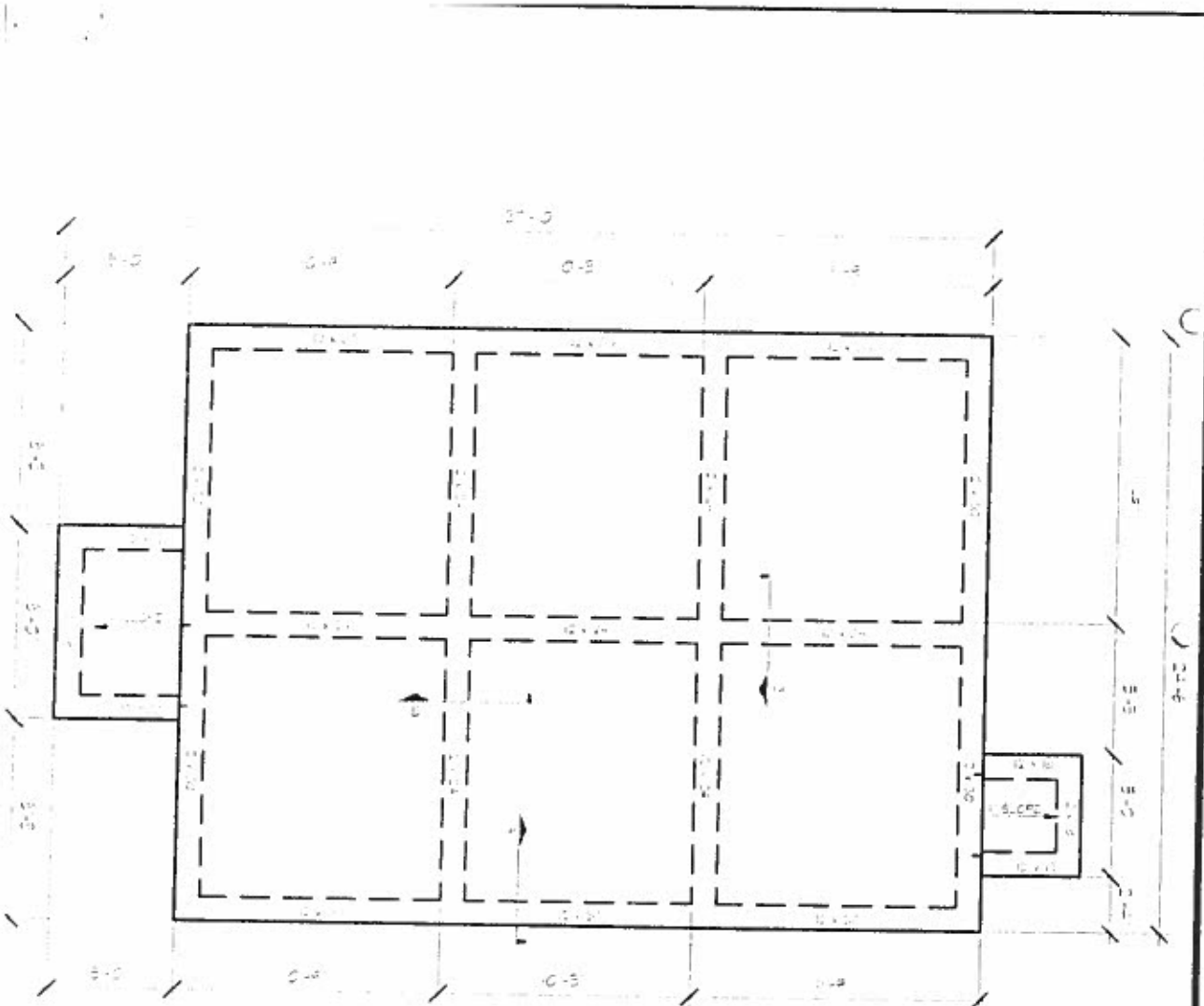
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ROOF/PLOT PLAN

URBAN COUNTY PROGRAM  
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

2 0 6

LIVING AREA  
664 SQ. FT.



**SERIAL NOTES**

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF DENVER SPECIFICATIONS FOR CONSTRUCTION.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF DENVER.

3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.

4. THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND STRUCTURES.

5. THE CONTRACTOR SHALL MAINTAIN A SAFE WORKING ENVIRONMENT AT ALL TIMES.

6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT PROPERTIES.

7. THE CONTRACTOR SHALL MAINTAIN A CLEAN WORKING ENVIRONMENT AT ALL TIMES.

8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT PROPERTIES.

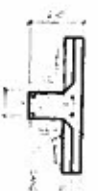
9. THE CONTRACTOR SHALL MAINTAIN A SAFE WORKING ENVIRONMENT AT ALL TIMES.

10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT PROPERTIES.

**SERIAL NOTES**

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF DENVER SPECIFICATIONS FOR CONSTRUCTION.

**REVISIONS**



SEE SHEET 5

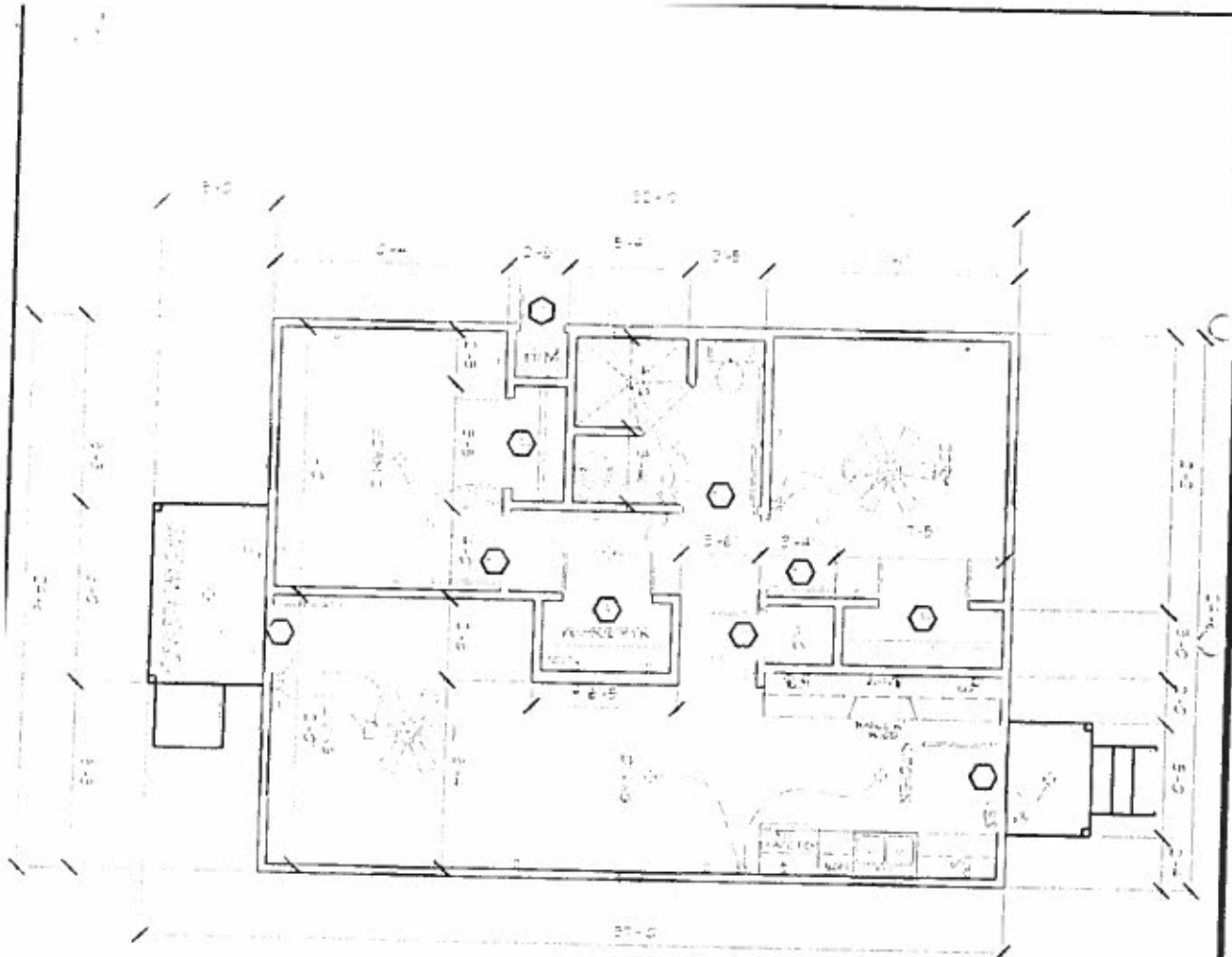
1. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF DENVER SPECIFICATIONS FOR CONSTRUCTION.

**REVISIONS**



SEE SHEET 5

1 OF 6	<p align="center"><b>URBAN COUNTY PROGRAM</b>  <b>OWNER OCCUPIED HOUSING REHABILITATION PROGRAM</b></p>	<p align="center">TOTAL AREA          864 SQ. FT.</p>
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**EQUIPMENT FOOTAGE**

NO. OF UNITS	204
AREA PER UNIT	6.0
TOTAL AREA	1224

**ELECTRICAL LOAD**

NO. OF UNITS	204
LOAD PER UNIT	1.5
TOTAL LOAD	306

**POOR SCHEDULE**

NO.	DESCRIPTION	AREA	PERCENT
1	POOR ROOM	100	15.0
2	POOR ROOM	100	15.0
3	POOR ROOM	100	15.0
4	POOR ROOM	100	15.0
5	POOR ROOM	100	15.0
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97	POOR ROOM	100	15.0
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99	POOR ROOM	100	15.0
100	POOR ROOM	100	15.0

**GENERAL NOTES**

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL RESIDENTIAL CODE BOOK (IRC) AND THE NATIONAL ELECTRICAL CODE (NEC).

2. ALL MATERIALS SHALL BE NEW UNLESS OTHERWISE NOTED.

3. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL BUILDING DEPARTMENT.

4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE.

5. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.

6. ALL UTILITIES SHALL BE PROTECTED AND MARKED PRIOR TO ANY EXCAVATION WORK.

7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ALL EXISTING UTILITIES AND STRUCTURES.

8. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.

9. THE CONTRACTOR SHALL MAINTAIN A NEAT AND SAFE WORK SITE AT ALL TIMES.

10. ALL MATERIALS SHALL BE STORED PROPERLY AND PROTECTED FROM THE ELEMENTS.

11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ALL EXISTING LANDSCAPE AND PLANTING.

12. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE SPECIFICATIONS AND NOTES.

13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ALL EXISTING STRUCTURES AND UTILITIES.

14. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.

15. THE CONTRACTOR SHALL MAINTAIN A NEAT AND SAFE WORK SITE AT ALL TIMES.

16. ALL MATERIALS SHALL BE STORED PROPERLY AND PROTECTED FROM THE ELEMENTS.

17. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ALL EXISTING LANDSCAPE AND PLANTING.

18. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE SPECIFICATIONS AND NOTES.

19. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ALL EXISTING STRUCTURES AND UTILITIES.

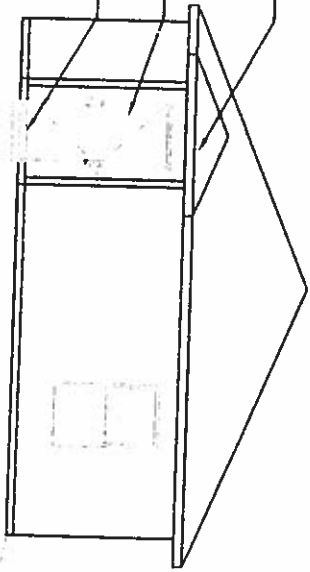
20. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.

I HAVE READ AND FULLY AGREE WITH THE WRITE-UP AND PLANS AS PRESENTED TO ME THIS DAY OF 3. 2011

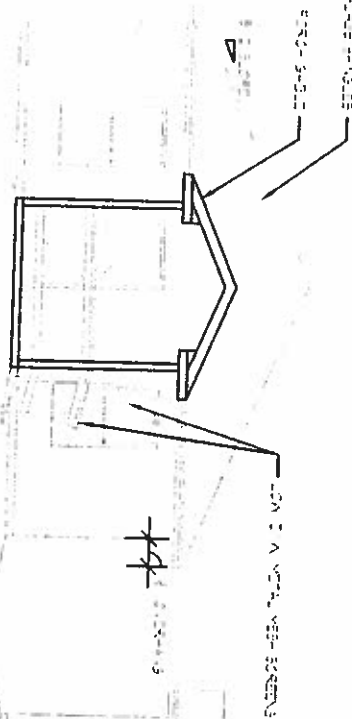
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<b>URBAN COUNTY PROGRAM</b> <b>OWNER OCCUPIED HOUSING REHABILITATION PROGRAM</b>		
PROJECT # 12345 1234567890	<b>TOTAL AREA</b> <b>664 SQ. FT.</b>	

BACK ELEVATION



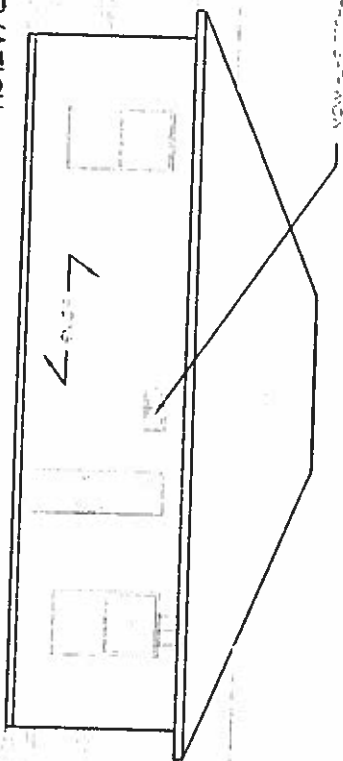
FRONT ELEVATION



RIGHT ELEVATION



LEFT ELEVATION



URBAN COUNTY PROGRAM  
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

TOTAL AREA  
864 SQ. FT.

**SPECIFICATIONS**

ALL SPECIFICATIONS SHALL ASSUME THE USE OF CONTRACTOR'S MINIMUM GENERAL SPECIFICATIONS MANUAL  
OWNER (S) FELIPAO GUZMAN CASE NO. ME DATE: 3-2-11 ADDRESS: 628 SILVER AVE PHONE: 956-225-6174 BY: MO GUERRA

**1. FOUNDATION WORK:**

BUILD A NEW CONCRETE FOUNDATION TO COMPLY WITH PLANS, SECS CITY AND COUNTY REQUIREMENTS CV PROJECTS TO BE 18" ABOVE CENTERLINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. PROVIDE CONCRETE SLAB FOR AC UNIT 3 A MIN. OF 12 X 20-25 DRIVEWAY (depending on city).

**2. PLUMBING GENERAL: (SEE SPECS)**

- ALL PLUMBING ROUGH SHALL BE AS FOLLOWS:
  - WATER SUPPLY TO HOUSE SHALL HAVE A 1" CUTOFF VALVE BEFORE ENTRY TO HOUSE
  - INTERIOR WATER SUPPLY LINES FOR HOUSE SHALL BE ALL NEW PER OF APPROPRIATE DIAMETER
  - NEW PEX PIPES AND FITTINGS
  - OF 1" MINIMUM DIAMETER FOR ALL EXTERIOR WATER SUPPLY LINES BELOW GROUND
  - OF APPROPRIATE DIAMETER FOR DRY (DRAIN, WASTE, AND VENTS).
  - SEWER CONNECTION SHALL HAVE (1) PLASTIC PVC SEWER CLEAN OUT
- ALL PLUMBING FINISH SHALL BE AS FOLLOWS:
  - RELATED PLUMBING ITEMS:
    - (2) EXTERIOR HOSE BRASS BR FAUCETS.
    - (3) CUTOFF VALVES WITH ESCUTCHEONS FOR ALL FIXTURES FIXTURES:
  - PLUMBING SEALANT FOR ALL DRAINS AND SINK PERIMETERS
  - ALL OTHER RELATED PLUMBING (SEE SPECS)
  - FIXTURES: (SEE SPECS)
    - KITCHEN SINK W/ RELATED PLUMBING & FAUCETS
    - PEDISTOL SINK W/ RELATED PLUMBING & FAUCETS
    - TOILET OF MATCHING COLOR
    - SHOWER WITH RELATED PLUMBING AND HANDICAP ACCESSIBLE
    - SHOWER FAUCETS & REMOVABLE SHOWER HEAD
    - MEDICINE CABINETS/TOWEL RACKS, T.P. DISPENSER
    - TOOTHBRUSH & SOAP HOLDER, & SHOWER ROD (SEE SPECS)
    - WATER HEATER INSTALLED AS PER SPECS (GAS OR ELECTRIC AS PER OWNER REQUEST)
  - OTHER RELATED ITEMS
    - RANGE CONNECTIONS AS PER OWNERS REQUEST (SEE SECTION 23)
    - F DRYER EXHAUST VENT
    - IN WALL WASHING MACHINE BOX WITH BRASS FAUCETS & RELATED PLUMBING
    - HOOK UP ALL DRAINAGE LINES TO CITY SEWER SYSTEM IF AVAILABLE. SEE CITY FOR INFORMATION TEST SEWIC SYSTEM IF EXISTING FOR INTEGRITY AND REPLACE IF NECESSARY AND MORE THAN 10 YEARS OF AGE

**3. INTERIOR/EXTERIOR WALLS & CEILING:**

- ALL INTERIOR AND EXTERIOR WALL FRAMING:
  - 2x4" (OR BETTER) FOR USE IN SOLE PLATES (TREATED LUMBER)
  - DOUBLE TOP PLATES
  - 2x3.8 PRE-CUT STUDS @ 16" O.C.
  - WINDOW SILLS
  - CEILING JOIST CHAM BLOCKING @ 48" O.C.
  - 2x6" (2) OR BETTER FOR USE IN WINDOW & DOOR HEADERS WITH 1" X 2" SPACER

**4. ROOF:**

- CEILING JOIST @ 24" O.C. FOR CLEARANCES LARGER THAN 12' CEILING JOIST SHALL BE @ 16" O.C.
- INSTALL BOOT TIES IN EVERY CORNER OF THE HOUSE ALONG WITH METAL ANCHORS ON BOTH BOTTOM AND TOP PLATES OF HOME
- ALL EXTERIOR CEILING COVERINGS:
  - 3" CD EXTERIOR PLYWOOD FOR PORCH CEILINGS.
  - ALL INTERIOR WALL & CEILING COVERINGS
  - SHEETROCK FINISHED AS PER SPECS
  - 1" DAMP RESISTANT SHEETROCK FOR BATH AREAS
- ALL INTERIOR CEILINGS SHALL HAVE ORANGE PEEL TEXTURE
- ALL EXTERIOR TRIMMINGS SHOULD CONSIST OF CEDAR WOOD

**5. PORCH & CANOPY FLOORS:**

- THE HOUSE SHALL HAVE PORCH FLOORS AS FOLLOWS:
  - A FRONT PORCH FLOOR
  - A SIDE PORCH FLOOR
  - PROVIDE RAMP & (2) HANDRAILS TO EACH FRONT AND/OR SIDE PORCH STEPS IF FINISH GRADE IS LESS THAN 6" FROM FINISHED FLOOR AND/OR FINISH GRADE IS MORE THAN 6" ABOVE ORIGINAL GROUND LEVEL OF PROPERTY

**6. INSULATION:**

- ALL LIVING AREA CEILINGS WITH BLDG IN INSULATION TO AN R-49 FACTOR (need a expanded R 30 & R-19 to meet requirement)
- INSULATION FOAM SHALL BE USED AROUND ALL WINDOWS, WHERS PLUMBING, ELECTRICAL, BOTTOM PLATES, AND ALL PERMEATED AREAS
- ALL PERIMETER WALLS WITH R-15 F.G. BATT
- ALL EXTERIOR PRES EXPOSED TO WEATHER INSULATE

**7. INTERIOR FINISH:**

- ALL TRIM SHALL BE INSTALLED AS PER SPECS
- ALL PAINT SHALL BE APPLIED AS PER SPECS (COATS WITH PAINT COMPATIBLE IN QUALITY TO SHERWIN WILLIAMS ALLOW A VARIETY OF DIFFERENT COLORS FOR CLIENT TO CHOOSE FROM (2 COLOR CHOICE MIN)

**8. EXTERIOR FINISH:**

- PAINT ENTIRE HOUSE AS PER SPECS WITH PAINT COMPATIBLE IN QUALITY TO SHERWIN WILLIAMS ALLOW A

**9. SIDING:**

- THE SIDING SHALL BE 3/8" GREEN CEMENT WITH ALL CEDAR TRIM TO ENTIRE HOUSE
- VARIETY OF DIFFERENT COLORS FOR CLIENT TO CHOOSE FROM (2 COLOR CHOICE MIN)

**10. WINDOWS:**

- SHALL BE NEW/LOW E DOUBLE PANE INSULATED ALUMINUM WINDOWS SIZE AS PER PLAN

**11. CABINETS GENERAL:**

- BUILD AND/OR INSTALL NEW KITCHEN CABINETS TO INCLUDE A RANGE CABINET
- A KITCHEN, BATHROOM FORMICA COUNTER TOP OF MATCHING COLOR
- BUILD AND/OR INSTALL A NEW VANITY CABINET (IF APPLICABLE) FOR BATHROOM WITH FORMICA TO MATCH LAVATORY, SINK, AND WALLS. ALL CABINETRY PIECES SHOULD BE NEW AND COMPLETE AND BUILT TO PROFESSIONAL STANDARDS

**12. FLOOR, SUBFLOOR, & FINISH FLOORING:**

- APPLY VCT FLOOR TILE TO ALL LIVING AREA HOUSE FLOORS

**13. ELECTRICAL GENERAL**

- ALL ELECTRICAL INSTALLATIONS & WORK AS PER ELECTRICAL CODE WITH THE FOLLOWING CONDITIONS:
  - PROVIDE RANGE OUTLET AS PER OWNERS REQUEST
  - PROVIDE APPROPRIATE WASHER & DRYER CONNECTION
  - (2) ST CEILING FANS (CEILING HUGGER STYLE) COMPATIBLE IN QUALITY TO THE "HIGHER" BRAND THE CONTRACTOR SHALL ALLOW \$20.00 FOR MATERIAL & LABOR LOCATION AS PER OWNER REQUEST

**14. RANGE HOOD:**

- INSTALL A RANGE TO FIT OWNER'S RANGE SIZE (30" OR 36").

**15. BATHROOM ACCESSORIES:**

- ALL ACCESSORIES & MEDICINE CABINET AS PER SPECS
- INCLUDE CHURNY ROD & PLASTIC THRESHOLD TO HELP PREVENT WATER FROM ESCAPING SHOWER
- INSTALL PEDISTAL SINK AND CABINET ABOVE TOILET (ALSO INCLUDE TOILET PAPER, TOWEL-BRUSH, AND SOAP HOLDER)

**16. ACCESS FOR PHYSICAL DISABILITIES:**

- INSTALL ONE CONC. RAMP AS PER OWNERS REQUEST THAT CONNECTS WITH 12 X 20-25 DRIVEWAY 1) AND STEPS WITH HANDRAILS WHEN FINISHED FLOOR IS MORE THAN 6" ABOVE GROUND.
- BATHROOM SHOWER VET OWNED VET OR VETERANS WHERE INDE WILD IN PLAY IN HANDICAP APPROPRIATE

**17. HEATING & A/C:**

- PROVIDE & INSTALL A 14 SEER CENTRAL AIR CONDITIONING COMPATIBLE IN QUALITY TO A CARRIER BRAND UNIT FOR THE ENTIRE HOUSE
- INCLUDE DIGITAL THERMOSTAT

**18. SMOKE DETECTORS:**

- INSTALL A SMOKE DETECTOR INSIDE EACH SLEEPING ROOM OUTSIDE SLEEPING ROOMS. ALL WIRED IN SERIES

**19. GENERAL NOTES:**

**CONTRACTOR IS RESPONSIBLE FOR:**

- YOUR BID TO INCLUDE ANY COST RELATED TO REQUIREMENTS FROM CITY CHANGE ORDERS FOR THIS PARTICULAR PURPOSE WILL NOT BE ACCEPTED OR PROCESSED TO CORRECT THE ABOVE MENTIONED
- YOUR BID TO INCLUDE ANY COST RELATED TO RE-CHECK & ENERGY COMPLIANCE REQUIREMENTS
- THE DEMOLISH AND DISPOSAL EXISTING STRUCTURE ELEVATIONS
- THE COMPLIANCE OF ALL THE REQUIRED BUILDING ELEVATIONS
- PROVIDE 6" OF LANDSCAPE DIRT AROUND THE HOUSE ALONG WITH SUFFICIENT GRASS SEEDS UP TO 10' OF PERIMETER
- PROVIDING THE APPROPRIATE ELECTRICAL AND/OR GAS CONNECTIONS FOR RANGE AS PER APPLICANT'S REQUEST AND ACCORDING TO APPLICABLE PLUMBING/ELECTRICAL CODE
- PROVIDE PHONE JACKS & CABLE CONNECTIONS IN EVERY ROOM & LIVING SPACE
- PROVIDE TRENCH PRE-TREATMENT TO ENTIRE HOUSE
- OBTAINING DISPLAYING, AND SUBMITTING ALL PROPER PERMITS & INSPECTIONS
- ALL CONTRACTORS WILL BE RESPONSIBLE FOR ANY ADDITIONAL PLANS, SPECIFICATIONS AND/OR DETAILS THAT ARE REQUIRED BY CITIES OR COUNTY AT THE TIME OF ATTAINING PERMITS
- MINIMUM 1200-25 CONC. DRIVEWAY WITH CONNECTING SIDEWALK TO RAMP FOR HANDICAP APPLICANTS
- ALL THE GENERAL INFORMATION CONTAINED WITHIN SECTION 21 GENERAL NOTES OF THE CONTRACTOR'S GENERAL SPECIFICATIONS MANUAL
- PROVIDE AND INSTALL PROJECTS SIGNS AT EACH CONSTRUCTION SITE WITH SPECIFICATIONS DERIVED IN FIGURE 25, PG 117 OF YOUR CONTRACTOR'S MINIMUM SPECIFICATIONS BOOK
- THE HOMEOWNER SHALL BE RESPONSIBLE FOR REMOVE AND DISPOSE OF ALL DEBRIS ON SITE BEFORE THE BEGINNING OF CONSTRUCTION, INCLUDING BUT NOT LIMITED TO TREES, ABANDONED DRIVENILES, OLD LUMBER, ETC. MAKING NECESSARY DEPOSITS FOR ANY UTILITIES TO BE CONNECTED TO THE NEW DWELLING

I HAVE READ AND FULLY AGREE WITH THE WRITE UP AND PLANS AS PRESENTED TO ME

NAME OF APPLICANT

**EXHIBIT "B"**  
**PLANS AND SPECIFICATIONS,**  
**TIMETABLE**  
**AND**  
**BUDGET**

EXHIBIT "C"

SPECIAL CONDITIONS: **NONE**