

COUNTY OF HIDALGO
STATE OF TEXAS
URBAN COUNTY PROGRAM
HOMEBUYER ASSISTANCE PROGRAM CONTRACT

This Homebuyer Assistance Program Contract ("Homeowner Contract") is entered into this 30th day of July 2013, between the County of Hidalgo, State of Texas ("County") and ERICA CRUZ ("Owner").

Owner has requested financial assistance from the County to assist Owner with the down payment and/or closing costs to purchase a home in accordance with the requirements of the County's Homebuyer Assistance Program ("Homeowner Program"); and

Owner, based on the information furnished to County, qualifies for financial assistance under the Homeowner Program.

NOW THEREFORE, the County and Owner agree as follows:

1. Owner represents and warrants that all information furnished to the County in or as a part of Owner's application for financial assistance in the Homeowner Program is true and correct.

2. Owner agrees that the financial assistance provided to Owner by County will be used to pay Owner's closing costs and/or a portion of Owner's down payment in order for Owner to acquire Owner's principal residence located at:

Lot 12 PEACOCK VILLAGE SUBDIVISION, DONNA, HIDALGO COUNTY TEXAS more fully described on Exhibit "A" attached hereto ("Property").

3. Owner represents to County that the contract attached hereto as Exhibit "B" is a true and correct copy of the contract under which Owner will acquire the Property. The debt

Approved as to form Steve Crain, Atlas Hall
& Rodriguez: September 2012

and lien described in Exhibit "B" will be the only debt and lien against the Property other than the lien granted pursuant to this Homeowner Contract.

4. Owner agrees to comply with all applicable requirements of the U. S. Housing and Urban Development affordable housing home ownership statutes and regulations, including 24 CFR § 92.254(a) Qualification as Affordable Housing: Homeownership, as amended.

5. Owner agrees to provide, within ten (10) business days of the final loan closing, the Urban County Program with copies of the Lender's Note, Settlement Statement, Truth-in-Lending Disclosure, Property Deed and Property Insurance.

6. Owner agrees to execute all documents requested by County in order for County to obtain a valid second deed of trust lien on the Property.

7. OWNER UNDERSTAND AND AGREES THAT COUNTY IS NOT RESPONSIBLE TO OWNER FOR: (i) ANY ASPECT OF THE CONSTRUCTION OF THE RESIDENCE ON THE PROPERTY BEING PURCHASED BY OWNER, INCLUDING ANY CLAIM FOR DEFECTIVE WORK, INCOMPLETE WORK OR WARRANTY WORK; AND/OR (ii) ANY DEFECTS IN OWNER'S TITLE TO THE PROPERTY.

8. County agrees to expend \$ 7,500 ("Homeowner Advance") for the benefit of Owner in connection with Owner's purchase of the Property. The Homeowner Advance will be applied first to Owner's closing costs and any excess funds will be applied to Owner's down payment and to the principal if funds are available.

9. OWNER AGREES THAT OWNER WILL, FOR A MINIMUM OF FIVE (5) CONSECUTIVE YEARS FOLLOWING OWNER'S PURCHASE OF THE PROPERTY, CONTINUOUSLY USE THE RESIDENCE LOCATED ON THE PROPERTY AS OWNER'S PRINCIPAL RESIDENCE. OWNER AGREES THAT OWNER WILL, ON AN ANNUAL BASIS, EXECUTE SUCH CERTIFICATIONS AS COUNTY MAY REQUIRE TO CONFIRM OWNER'S COMPLIANCE WITH THE REQUIREMENT OF THIS PARAGRAPH 9.

10. Provided Owner has continuously used the residence located on the Property as Owner's principal residence for five (5) consecutive years after the beginning date used in the Loan Documents, County will forgive Owner's outstanding HOMEBUYER ASSISTANCE Funds on the Repayment Date in an amount equal to the HOMEBUYER ASSISTANCE Funds.

FAILURE TO REPAY THE HOMEBUYER ASSISTANCE FUNDS IN ACCORDANCE WITH THIS CONTRACT AND/OR THE LOAN DOCUMENTS AND/OR TO COMPLY WITH THE OTHER PROVISIONS OF THE LOAN DOCUMENTS, MAY RESULT IN THE FORECLOSURE OF THE COUNTY'S LIENS AGAINST THE PROPERTY AND THE LOSS OF YOUR RESIDENCE AND THE PROPERTY.

11. Owner understands and agrees that if Owner sells the Property, within the period of affordability (five (5) years the beginning date used in the Loan Documents), through a voluntary or involuntary transfer, the County will recapture all or a portion of the direct subsidy provided to the homebuyer as provided in this paragraph.

The loan will be forgiven pro rata over the period of affordability under the following terms, as long as the home remains the principal residence of the home buyer:

- (i) Upon completion of the 1st year of the Loan Documents -20% of the original principal amount will be forgiven;
- (ii) Upon completion of the 2nd year of the Loan Documents -40% of the original principal amount will be forgiven;
- (iii) Upon completion of the 3rd year of the Loan Documents - 60% of the original principal amount will be forgiven;
- (iv) Upon completion of the 4th year of the Loan Documents - 80% of the original principal amount will be forgiven; and
- (v) Upon completion of the 5th year of the Loan Documents -100% of the original principal amount will be forgiven

If the net proceeds from a voluntary or involuntary sale are insufficient to repay the prorated amount of the HOME subsidy, the County shall recapture the entire amount of net proceeds from the sale. If there are no net proceeds from the sale, no repayment is required. Net proceeds are defined as the sales price minus superior loan repayment and any closing costs incurred by the homebuyer.

12. Owner understands and agrees that: (i) Owner agrees to continuously use the residence located on the property as Owner's principal residence for five (5) consecutive years following the beginning date used in the Loan Documents; and (ii) Owner agrees to honor any of its other obligations to County under the Homebuyer Contract or the Loan Documents; collectively. In the event that the County determines that the assisted homebuyer(s) is non-compliant with the residency requirements and the other requirements stated in the Homebuyer Assistance Program Contract then the entire face value of the funds are immediately due and payable to the County. Homebuyer will be given 30 days to return to compliance. If homebuyer(s) does not return to compliance the entire face value of the funds will be due and payable and will incur a four percent (4%) interest per annum.

13. **THIS HOMEBUYER CONTRACT CREATES A BINDING AGREEMENT BETWEEN YOU AND THE COUNTY; OWNER REPRESENTS AND WARRANTS TO THE COUNTY THAT OWNER HAS REVIEWED THE CONTRACT, UNDERSTANDS IT, AND IS EXECUTING IT FREELY AND VOLUNTARILY.**

Executed and effective as of the date and year first written above.

COUNTY OF HIDALGO
URBAN COUNTY PROGRAM

DIANA R. SERNA
DIRECTOR

Erica Cruz

(Jurat/Individual Acknowledgment)

STATE OF TEXAS §

COUNTY OF HIDALGO §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me ERICA CRUZ ON THIS _____ day
of _____, 2013.

NOTARY PUBLIC, STATE OF TEXAS

(Jurat/Individual Acknowledgment)

STATE OF TEXAS §

COUNTY OF HIDALGO §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me Diana R. Serna ON THIS
_____ day of _____, 2013.

NOTARY PUBLIC, STATE OF TEXAS

Exhibit "A"

To a

Homebuyer Assistance Program Contract

LEGAL DESCRIPTION OF THE PROPERTY:

Lot 12 PEACOCK VILLAGE SUBDIVISION, DONNA TX HIDALGO COUNTY TEXAS

Exhibit "B"

To a

Homebuyer Assistance Program Contract

Copy of CONTRACT

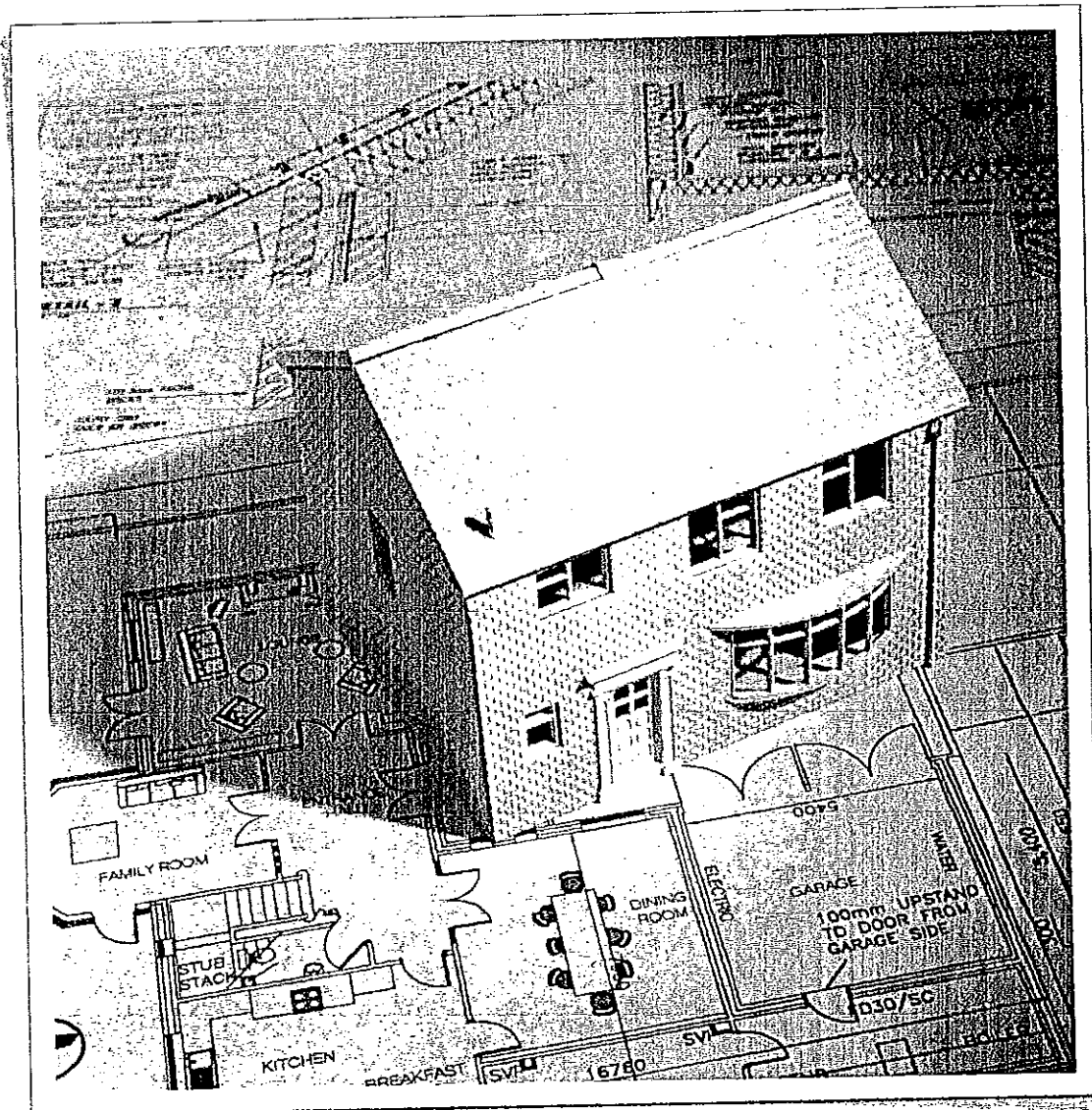
CONTRACT / SPECIFICATIONS

CUSTOMERS: ERICA CRUZ

BUILDER: ANSELMO FLORES DBA FLORES HOMES

Date: JULY 18, 2012

CONSTRUCTION #: 10



ANSELMO FLORES
DBA FLORES HOMES
2403 NORMA DRIVE
MISSION, TEXAS 78574
(956) 424-0772 OR (956) 739-2020

July 18, 2012
SPECIFICATIONS / CONTRACT

ERICA CRUZ
2110 CHAMPION AVE.
DONNA TEXAS 78537
CELL: 956-563-6934

LIVING:	1925	SQ FT
PORCH:	61	SQ FT
PATIO:	77	SQ FT
SECOND:	222	SQ FT
TOTAL:	2285	SQ FT

PROPERTY DESCRIPTION: LOT 12 PEACOCK VILLAGE SUB. DONNA, HIDALGO TEXAS

- 1. CONCRETE FOUNDATION:** ½" & 5/8" REBAR ON 14" O.C. & REBAR WITH 3000 P.S.I. CONCRETE. EXTERIOR BEAMS 36" X 12" AND INTERIOR BEAMS 24" X 12". (CONCRETE DRIVEWAY AND SIDEWALK AS SITE PLAN)
- 2. FRAMING AS FLOOR PLAN:** ROOF STRUCTURE 2 X 6 24" O.C., DECKING 7/16, FACIA ROUGH CEDAR, SOFFIT YELLOW PINE 2X4 & 2X6 #2, (WALL STRUCTURE 2X4 16" O.C.) CONSTRUCTION WORK TO COMPLY WITH CITY CODES. **CITY OF DONNA**
- 3. WINDOWS:** DOUBLE PANEL INSULATED WINDOWS. ALUMINIUM WINDOWS WITH ½' SCREEN INCLUDED. LOW E GLASS WHICH REDUCES HEAT LOSS IN WINTER AND ALSO REDUCES HEAT GAIN IN THE SUMMER. (OWNERS CHOICE OF COLOR SAND STONE, WHITE, OR BLACK)
- 4. ROOFING:** 240 COMPOSITION SHINGLES (OWNERS CHOICE OF COLOR)
- 5. INSULATION:** EXTERIOR WALLS R-15 (FIBER GLASS INSULATION) & CEILING R -30 BLOWN 10" MINIMUM EXTERIOR SHEATING ½ O.S.B PLYWOOD, ½ SHEETROCK (POLY-CEL, WINDOWS, ELECTRICAL & PLUMBING)
- 6. ELECTRICAL:** TYPE OF PLUGS (STANDARD 110V), TYPE OF SWITCHES (STANDARD) WIRING FOR STOVE AND DRYER WILL BE 220, T.V. CABLE & TELEPHONE OUTLETS AS PER FLOOR PLAN. **ALLOWANCE ON LIGHT FIXTURES AND FANS \$ 1,4 00.00. THE ALLOWANCE PROVIDED ABOVE MUST INCLUDE SMOKE DETECTORS, BULBS, AND RANGE HOOD.**
- 7. ALARM SECURITY SYSTEM:** 1 MOTION DETECTOR AND 1 KEY PAD

CUSTOMER INITIALS: _____

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9. CATHEDRALS: IN DINING, LIVING, AND BEDROOMS

10.1 ELECTRICAL ROOF VENT

11. PAINT: CEILING & WALL FINISHING) TAPE, FLOAT, & ORANGE PILL)
SHERWIN WILLIAMS BUILDERS ALLOWANCE / STANDARD COLORS.
(1 COLOR ON CEILINGS & TRIM, 1 COLOR ON WALLS) CABINETS WOOD
CLASSIC OIL / KILZ & OIL PRIMER, STAINBLOCKER ON EXTERIOR
TRIMMING & SOFFIT

12. A/C & HEATING: 14 SEER CARRIER WITH 1 ½ DUCK (STANDARD
THERMOSTATS & TON AS REQUIRED PER SQ. FT.)

13. KITCHEN COUNTER TOPS: GRANITE WITH 4" BACK SPLASH
3 BATH ROOM COUNTER TOPS GRANITE WITH 4" BACKSPLASH
(ALLOWANCE ON GRANITE \$24.00 SQ. FT.)

14. BATHROOM: 3 SHOWERS WITH TILE & SENEFA OR MARBEL

15. KITCHEN ASH CABINETS: OWNERS CHOICE OF DOOR DESIGN
(CABINETS AS PER FLOOR PLAN)

16. INTERIOR DOORS: (7 FT) 6 PANEL WITH 3 ½ FINGER JOINT COLONIAL
TRIM / CLOSET SHELVES 1 X 12 & FULL ROUND AS PER FLOOR PLAN /
WINDOW STOOLS 1 X 6 YELLOW PINE (WOOD A-GRADE ON WINDOWS) OR
HOLLOW ASH DOORS.

17. CERAMIC TILE: ALLOWANCE \$ 1.10 SQ. FT. (ALL LIVING AREA)

18. 10 LOADS OF FILL DIRT (20 YARDS EACH LOAD)

19. 1 GARAGE DOOR WITH 2 REMOTE CONTROLS

CUSTOMERS INITIALS: _____

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20. 1 - 40 GAL ELECTRICAL WATERHEATER. ALL WATER LINE PIPES ARE CPVC 1/2" AND 3/4" 400 PSI RESISTENT AND 180 FERANHEIGH

21. FRONT DOOR: ALLOWANCE \$2,000.00

22. DOOR KNOBS: FRONT DOOR KNOB ALLOWANCE \$ 100.00, INTERIOR DOOR KNOB ALLOWANCE \$ 10.00 EACH / DOOR STOPS AND KITCHEN HANDLES ALLOWANCE \$ 1.00 EACH

22. 4" BLOCK WITH AMERICAN STUCCO & CONTEC MOULDINGS

23. STONE: FRONT COLUMNS

24. 2 1/2" BEVEL ON MIRRORS IN BATHROOMS.

25. PLUMBING FIXTURES: ALLOWANCE ON FAUCETS \$ 500.00 AND KITCHEN SINK TO BE CAST IRON, AND GARBAGE DISPOSAL. SHOWERHEADS HAVE TO BE MOEN AND TOILETS ARE AMERICAN STANDARD LONG GATED.

26. TYVEK HOUSE WRAP: HELPS PROTECT YOUR HOME AND BUILDING AGAINST WATER MOISTURE AND AIR INFILTRATION AND INCREASE THE ENERGY EFFICIENCY OF A HOME.

27. CROWN MOULDING: FOYER, DINING, AND LIVING ROOM

28. LANDSCAPING AND SPRINKLER SYSTEM ON FRONT YARD

29. PEST CONTROL SYSTEM

30. SEPTIC TANKS

CUSTOMERS INITIALS:_____

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**THE HOME WILL BE BUILT ACCORDING TO THE FLOOR PLANS ANY
MODIFICATIONS WILL BE AT OWNERS EXPENSE. ALL EXTRA WORK DONE AND
EXTRA MATERIAL SO AGREED TO FURNISH SHALL BE PAID IN CASH UPON
COMPLETION. OWNER'S WILL NOT BE ALLOWED TO MOVE IN UNTILL FINAL
CLOSING AND COST OF HOME PAID IN FULL.**

EXTRAS NOT INCLUDED:


1. GAS LINES
2. INTREST ON CONSTRUCTION LOAN
3. ASH BASE MOULDING
4. WATER METER
5. CAMERAS
6. INTERCOM SYSTEM / CD PLAYER
7. APPLIANCES ARE NOT INCLUDED
8. CROWN MOULDING IN ANY AREA NOT SPECIFIED
9. BATHROOM ACCESSORIES
10. ASH SHUTTERS / BLINDS
11. CLOSING COSTS

**THIS CONTRACT SPECIFIES AND GARANTIES 1 YEAR OF WARRANTY ON LABOR AND
WORKSMANSHIP ON HOMES BUILT BY FLORES HOMES. CONTRACTOR WILL NOT BE
RESPONSIBLE FOR DAMAGES DONE THROUGH OWNERS NEGLIGENCE.**



ERICA CRUZ

(OWNER)



**ANSELMO FLORES
(DBA) FLORES HOMES
2403 NORMA DRIVE
MISSION, TEXAS 78574
OFFICE: 956-424-0772**

(CONTRACTOR)

PRICE TO BE BUILT ON YOUR LOT \$ 128,000.00