

CONSTRUCTION LOAN AGREEMENT

OWNER-OCCUPIED REHABILITATION LOAN PROGRAM

This Construction Loan Agreement (this "Agreement"), is entered into effective as **May 2, 2023**, among 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 the Mechanic's Lien Contract and the Deed of Trust.

BORROWER: Maria Del Carmen Serna

BORROWER'S ADDRESS:

**1913 N. Rhode Island St.
Mission, Texas 78573**

LENDER: County of Hidalgo, a political subdivision of the State of Texas

LENDER'S ADDRESS:

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

CONTRACTOR: Rene Garza R G Enterprises, LLC, dba G & G Contractors

CONTRACTOR'S ADDRESS:

711 E. Wisconsin Rd., Edinburg, Texas 78539

NOTE:

Mechanic's Lien Note ("Mechanic's Lien Note") of even date herewith, in the original principal amount of **\$116,300.00**, executed by Borrower, and payable to the order of Contractor, which note has been renewed and extended into a Promissory Note of even date herewith, in the original principal amount of **\$116,300.00**, executed by Borrower, and payable to Lender.

CONTRACT:

Mechanic's Lien Contract and Transfer of Lien of even date herewith, executed by Borrower and Contractor providing for the rehabilitation and/or renovation to the Improvements and (i) granting Contractor liens against the Property to secure payment of the Mechanic's Lien Note; and (ii) transferring such liens to Lender.

SECURITY FOR PAYMENT:

Mechanic's and materialman's lien on the Property granted by Borrower to Contractor in the Mechanic's Lien Contract and Transfer of Lien (the "Mechanic's Lien Contract"), which liens were transferred thereunder to Lender, which Mechanic's Lien Contract and Transfer of Lien is recorded in the Real Property Records of Hidalgo County, Texas, and a deed of trust lien on the Property granted by Borrower for the benefit of Lender in a Deed of Trust ("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 and made a part hereof for all purposes

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 (the "Rehabilitation Contract") of even date herewith entered into by and between Borrower and Lender; and (iii) the accepted bid submitted to Lender by Contractor.

AMOUNT AVAILABLE FOR CONSTRUCTION: **\$116,300.00**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, 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"), at Contractor's sole cost and expense, 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 has executed and delivered to Lender this Agreement, the Contract, the Note, the Deed of Trust, the Owner-Occupied Rehabilitation Loan Program Contract of even date herewith by and between Borrower and Lender, and Affidavit of Commencement and other documents securing the loan evidenced by the Note; and Contractor has executed and delivered to Lender this Agreement, the Contract, an 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 releases and lien waivers from Contractor and any subcontractors and suppliers who performed work and/or materials at any time in connection with the Improvements, in a form acceptable to Lender, 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) an affidavit of completion executed by Borrower and Contractor (the "Affidavit of Completion"), a final bills- paid affidavit executed by Contractor (the "Final Bills-Paid Affidavit"), and final waivers of lien and releases executed by Contractor and any subcontractors and suppliers who performed work and/or materials at any time in connection with the Improvements (collectively, the "Releases"), which documents comply with Subchapter K, Chapter 53, Texas Property Code and are acceptable to Lender, together with supporting evidence 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 not be disbursed until: (i) (a) the Releases have been filed in the Real Property Records of Hidalgo County, Texas, (b) the deadline to file an affidavit claiming a lien against the Property in connection with the Improvements (that is, the fifteenth (15th) day of the third calendar month after the day the indebtedness accrues) has expired and no such affidavits have been filed, or (c) if any affidavits claiming a lien against the Property in connection with the Improvements have been filed, the claims set forth in such affidavits have been resolved and the affidavits have been released of record; (iii) the Affidavit of Completion and the Final Bills-Paid Affidavit have been filed in the Real Property Records of Hidalgo County, Texas; and (iv) Borrower and Contractor have complied with Paragraph 4 of this Agreement.

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 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.

(m) 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. No waiver of any term or provision of this Agreement shall be binding unless executed in writing by the party entitled to the benefit thereof. Pursuit by Lender of any remedies set forth in this Agreement does not preclude pursuit by Lender of other remedies in this Agreement or provided by law.

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 its exhibits 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.

13. Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provisions shall be excluded from this Agreement and the balance of this Agreement shall be interpreted as if such provisions were so excluded and shall be enforceable in accordance with its terms.

14. Interpretation. No provision of this Agreement will be interpreted in favor of, or against, any of the parties hereto by reason of the extent to which any such party or its counsel participated in the drafting thereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof or thereof. In the event of a conflict between this Agreement, the Mechanic's Lien Contract and/or the Rehabilitation Contract, the provisions in the document containing the most stringent requirement for the matter in dispute shall control

15. Jurisdiction and Venue. The parties agree that any suit, action or proceeding brought by a party against the other in connection with or arising from this Agreement ("Judicial Action") shall be brought only in any United States Federal or Texas state court located in Hidalgo County,

Texas and the parties hereby consent to the exclusive jurisdiction of such courts (and the appropriate appellate courts) in any such Judicial Action and waives any objection to venue laid therein. If either party is a prevailing party in a Judicial Action, such party is entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

16. Additional Documents. The parties hereto covenant and agree that they will execute each such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this contract.

17. Independent Contractor. It is expressly agreed that this contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that Lender has no direct supervision of the performance of the services provided by Contractor, and that Contractor is an independent contractor under this Contract.

18. Insurance. Consistent with its status as an independent contractor and at its sole expense, Contractor agrees that throughout the duration of the work under this contract and any extension hereof, it shall provide and maintain any and all insurances and abide by any requirements which may be necessary in providing services or are otherwise required by law. Insurance policies shall cover, but are not limited to, Contractor's activities and all persons, vehicles, equipment and property connected with providing services, to include theft or loss. The amount of insurance required shall be in accordance with amounts specified by the Lender or as prescribed by law, but in no event shall any amount be less than the minimum amounts prescribed by law, including, but not limited to the Texas Tort Claims Act. Any and all applicable insurance requirements and amounts are incorporated herein by reference for all purposes. Contractor is responsible for ensuring all required insurance policies are valid for the duration of the contract. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas and acceptable to Lender. Contractor shall cause all subcontractors utilized by Contractor to also comply with these specifications. Contractor shall furnish to Lender certificate(s) of coverage, and all renewals throughout the duration of the Project, issued by the insurer that such insurance is in full force and effect upon request. For each applicable policy, Contractor shall name the Lender as an additional insured. Contractor shall notify Lender a minimum of thirty (30) days in advance of cancellation of all or part of a policy. Contractor shall make any other insurance documentation available to Lender upon request.

19. Indemnification. **Contractor shall indemnify and hold harmless Lender, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against Lender arising out of, resulting from, or connected with the provision of the service by Contractor under this Contract. Said indemnity shall cover any act or failure to act by the Contractor, its agents or employees.**

20. Immunities. Nothing in this Agreement is intended to and Lender does not hereby waive, release or relinquish any right to assert any of the defenses Lender enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to Lender as to any claim or action of any person, entity, or individual against Lender.

21. General Provisions. This Agreement:

- a. may not be assigned by Owner or Contractor without the prior written consent of Lender;

- b. may not be amended or modified, in whole or in part, unless such amendment or modification is executed in writing by both parties;
- c. binds and insures to the benefit of the parties and their respective heirs, successors and permitted assigns; and
- d. is for the sole benefit of the parties hereto and their respective heirs, successors and permitted assigns. Nothing herein shall give, or be construed to give, any legal or equitable rights hereunder to any other person or entity other than the parties hereto and their respective heirs, successors and permitted assigns.

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

IMPORTANT NOTICE: YOU AND YOUR CONTRACTOR ARE RESPONSIBLE FOR MEETING THE TERMS AND CONDITIONS OF THIS CONTRACT. IF YOU SIGN THIS CONTRACT AND YOU FAIL TO MEET THE TERMS AND CONDITIONS OF THIS CONTRACT, YOU MAY LOSE YOUR LEGAL OWNERSHIP RIGHTS IN YOUR HOME. KNOW YOUR RIGHTS AND DUTIES UNDER THE LAW.

RESIDENTIAL CONSTRUCTION LIABILITY ACT (RCLA) NOTICE

This contract is subject to Chapter 27 of the Texas Property Code. The provisions of that chapter may affect your right to recover damages arising from the performance of this contract. If you have a complaint concerning a construction defect arising from the performance of this contract and that defect has not been corrected through normal warranty service, you must provide the notice required by Chapter 27 of the Texas Property Code to the contractor by certified mail, return receipt requested, not later than the 60th day before the date you file suit to recover damages in a court of law or initiate arbitration. The notice must refer to Chapter 27 of the Texas Property Code and must describe the construction defect. If requested by the contractor, you must provide the contractor an opportunity to inspect and cure the defect as provided by Section 27.004 of the Texas Property Code.

BORROWER(S):

Maria Del Carmen Serna

YOU, THE OWNER, MAY CANCEL THIS TRANSACTION AT ANY TIME BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

LENDER:

COUNTY OF HIDALGO, a political subdivision
of the State of Texas

By: **Steven De La Garza**
Its: **Director of Urban County Program**

CONTRACTOR:

By: **Rene Garza**
Its: **R G Enterprises, LLC,**
dba G & G Contractors

APPROVED AS TO FORM:
Hidalgo County Office of the Criminal District Attorney
Toribio "Terry" Palacios

By: _____
Victor M. Garza, Assistant District Attorney

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this _____ day of _____, 2023 by **Steven De La Garza Director of Urban County Program of the County of Hidalgo**, a political subdivision of the State of Texas, on behalf of said political subdivision.

NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this _____ by **Maria Del Carmen Serna**.

NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this _____ by **Rene Garza R G Enterprises, LLC, dba G & G Contractors**.

NOTARY PUBLIC, STATE OF TEXAS

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE.

IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN BUSINESS DAYS FOLLOWING RECEIPT BY THE MERCHANT OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELED.

IF YOU CANCEL YOU MUST MAKE AVAILABLE TO THE MERCHANT AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE MERCHANT REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE MERCHANT'S EXPENSE AND RISK.

IF YOU DO NOT AGREE TO RETURN THE GOODS TO THE MERCHANT OR IF THE MERCHANT DOES NOT PICK THEM UP WITHIN TWENTY DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION.

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM, TO RENE GARZA R G ENTERPRISES, LLC, DBA G & G CONTRACTORS, AT 711 E. WISCONSIN RD., EDINBURG, TEXAS 78539 NOT LATER THAN MIDNIGHT OF MAY 5, 2023.

I HEREBY CANCEL THIS TRANSACTION.

Dated: _____.

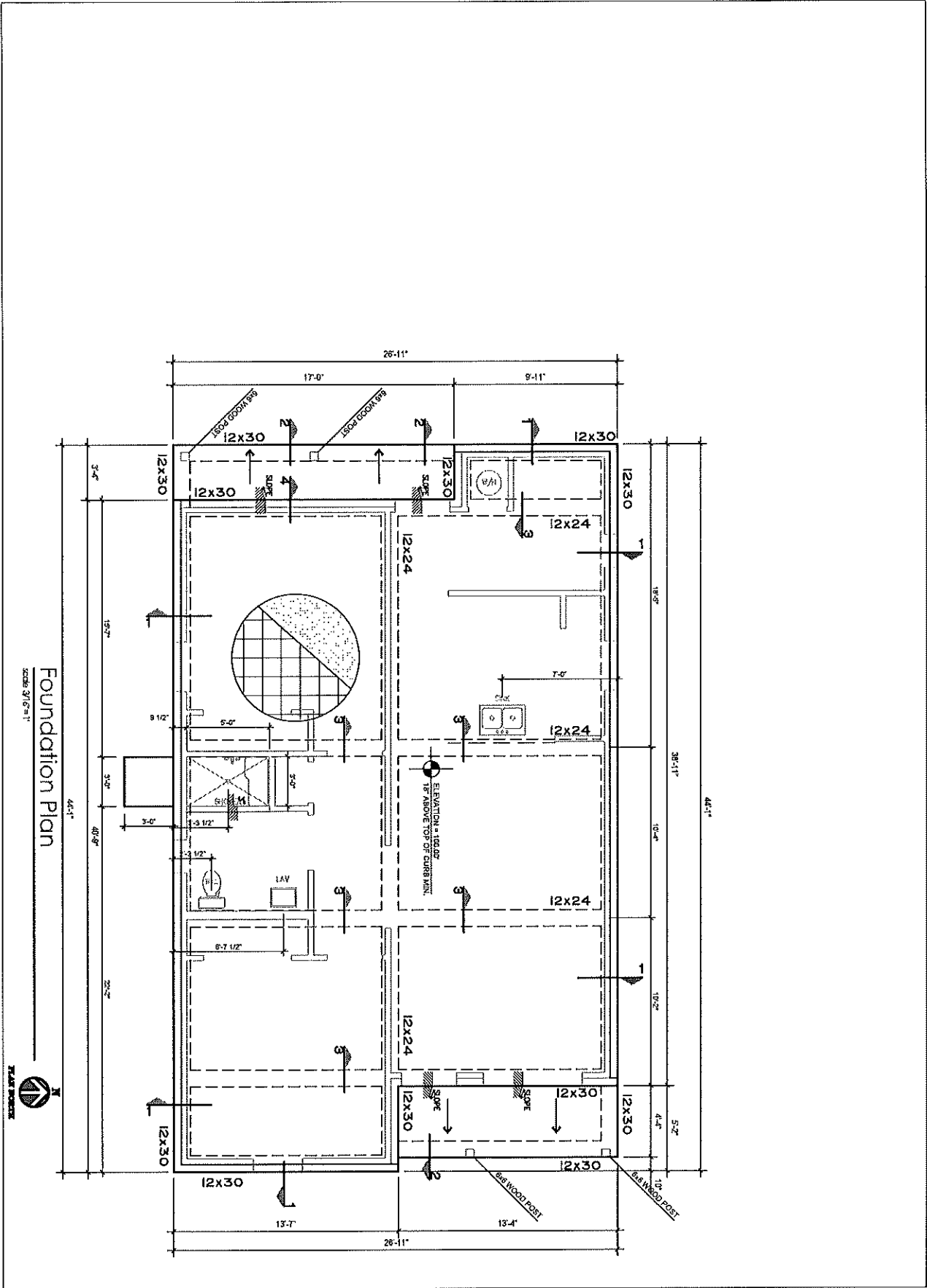
OWNER(S):

Maria Del Carmen Serna

EXHIBIT "A"
LEGAL DESCRIPTION OF THE PROPERTY

Lot 77 Casa de Los Vecinos Subdivision, Hidalgo County Texas.

EXHIBIT "B"
PLANS AND SPECIFICATIONS,
TIMETABLE
AND
BUDGET



Foundation Plan
Scale: 3/16" = 1'



1.1

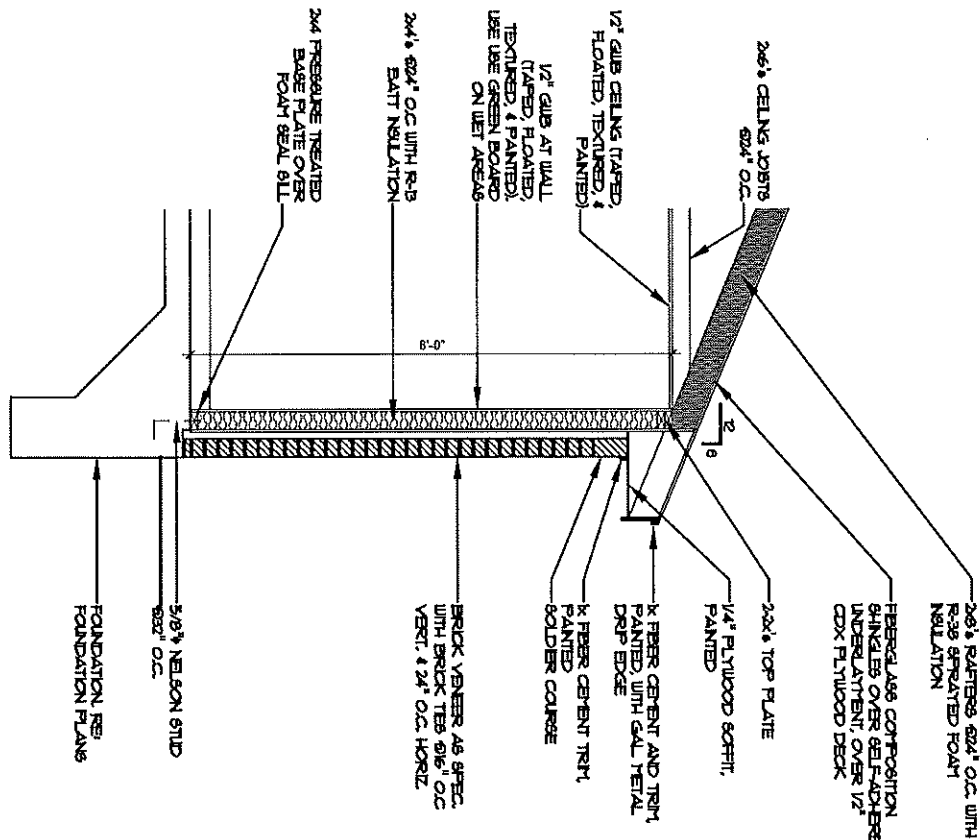
FOUNDATION PLAN

SEPTEMBER 27, 2022

H.C. URBAN COUNTY PROGRAM
2-BEDROOM / 1-BATHROOM UNIT
 OWNER OCCUPIED REHABILITATION PROGRAM
 PROJECT No. SUR 21,867 -A

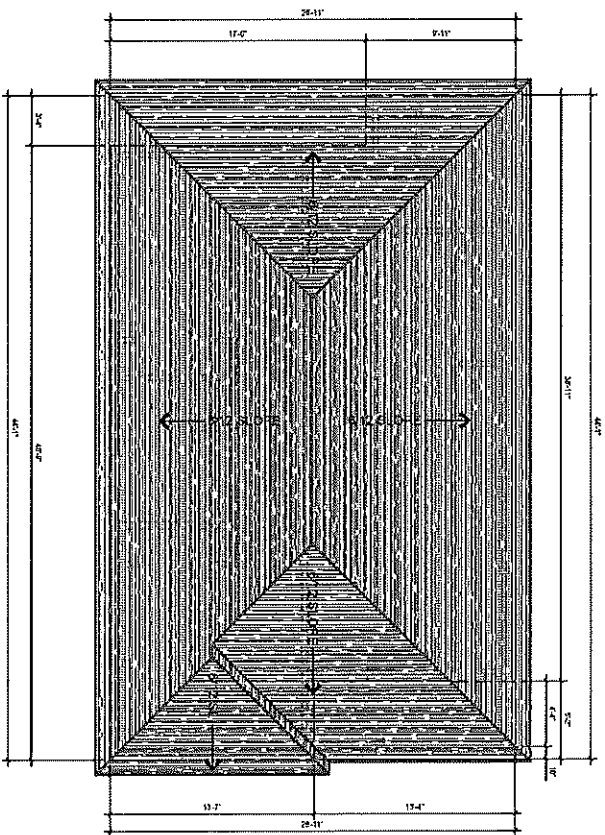
TEXAS REGISTERED
 ENGINEERING FIRM No. F-10602
 SURVEYING FIRM No. 10415-00

SAMES, Inc.
 200 S. 10th St., Suite 1500
 McAllen, Texas 78501
 TEL: (361) 702-8880
 FAX: (361) 702-8883



Wall Section

Scale 1/2"=1'



Roof Plan

Scale 1/8"=1'



H.C. URBAN COUNTY PROGRAM
2-BEDROOM / 1-BATHROOM UNIT

OWNER OCCUPIED REHABILITATION PROGRAM

PROJECT No. SUR 21.867 - A

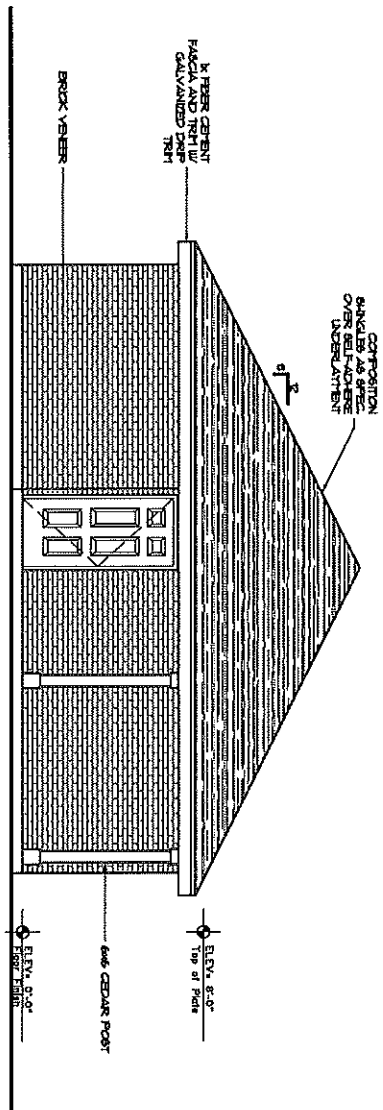
TEXAS REGISTERED
 ENGINEERING FIRM No. 7-10882
 SURVEYING FIRM No. 101416-00

SAMES, Inc.
 200 S. 19th St., Suite 1500
 McAllen, TEXAS 78501
 TEL: (361) 702-8880
 FAX: (361) 702-8883

SEPTEMBER 27, 2002

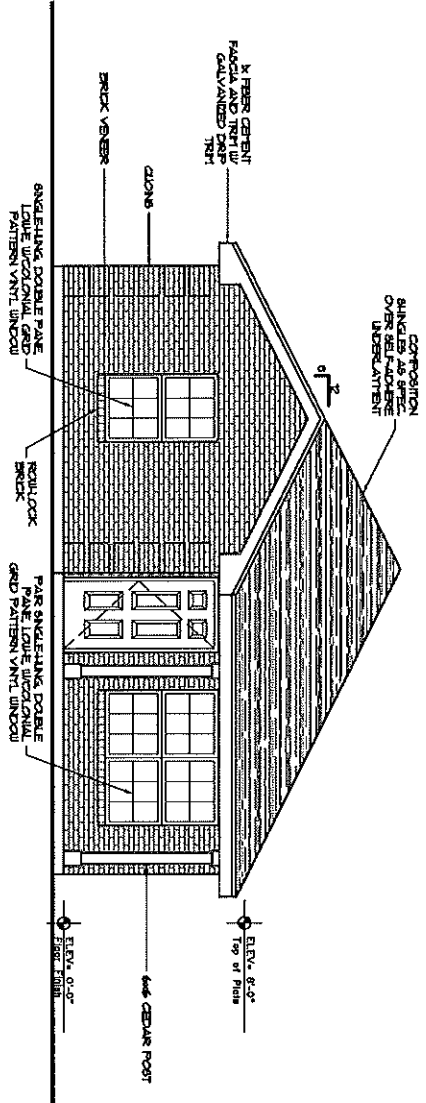
ROOF PLAN

2.2



Rear Elevation

Scale 3/16"=1"



Front Elevation

Scale 3/16"=1"

SAMES, Inc.

200 S. 10th St, Suite 1500
McAllen, Texas 78501
TEL: (361) 702-8980
FAX: (361) 702-8883

TEXAS REGISTERED
ENGINEERING FIRM No. E-10682
SURVEYING FIRM No. 101419-00

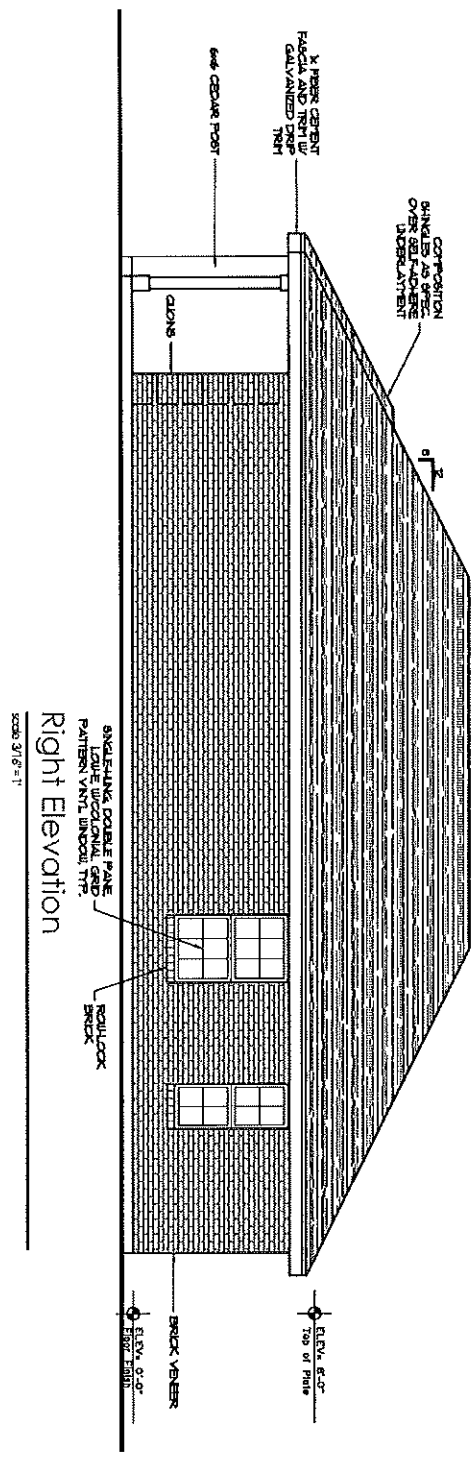
H.C. URBAN COUNTY PROGRAM
2-BEDROOM / 1-BATHROOM UNIT
OWNER OCCUPIED REHABILITATION PROGRAM

PROJECT No. SUR 21.887 - A

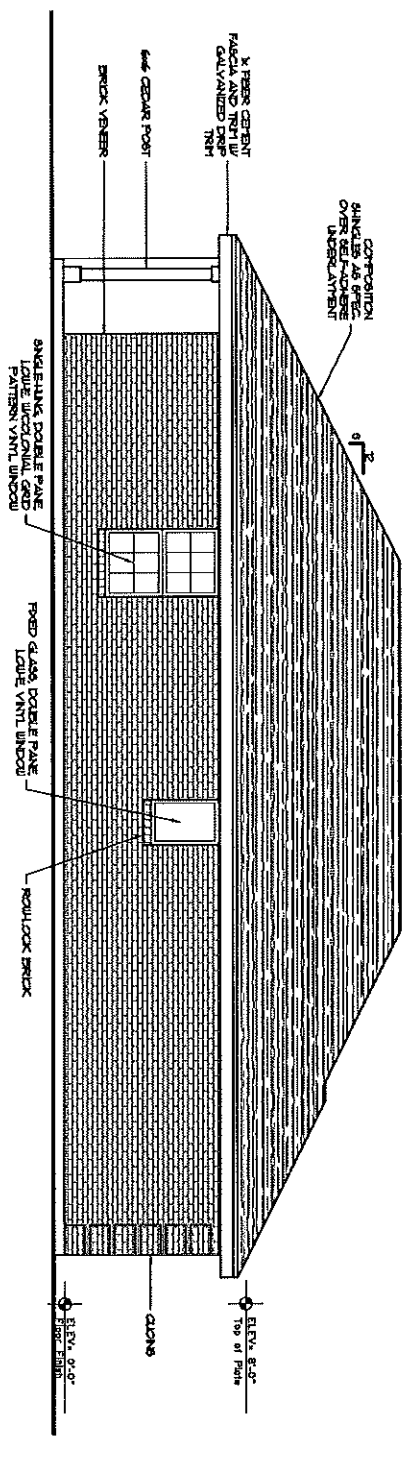
SEPTEMBER 27, 2022

FRONT & REAR
ELEVATIONS

3.1



Right Elevation
Scale 3/16" = 1'



Left Elevation
Scale 3/16" = 1'

H.C. URBAN COUNTY PROGRAM
2-BEDROOM / 1-BATHROOM UNIT
 OWNER OCCUPIED REHABILITATION PROGRAM
 PROJECT No. SUR 21.667 - A

SAMES, Inc.
 200 S. 10th St., Suite 1500
 McALLEN, TEXAS 78501
 TEL.: (956) 702-8860
 FAX: (956) 702-8833

TEXAS REGISTERED
 ENGINEERING FIRM No. F-10802
 SURVEYING FIRM No. 101419-00

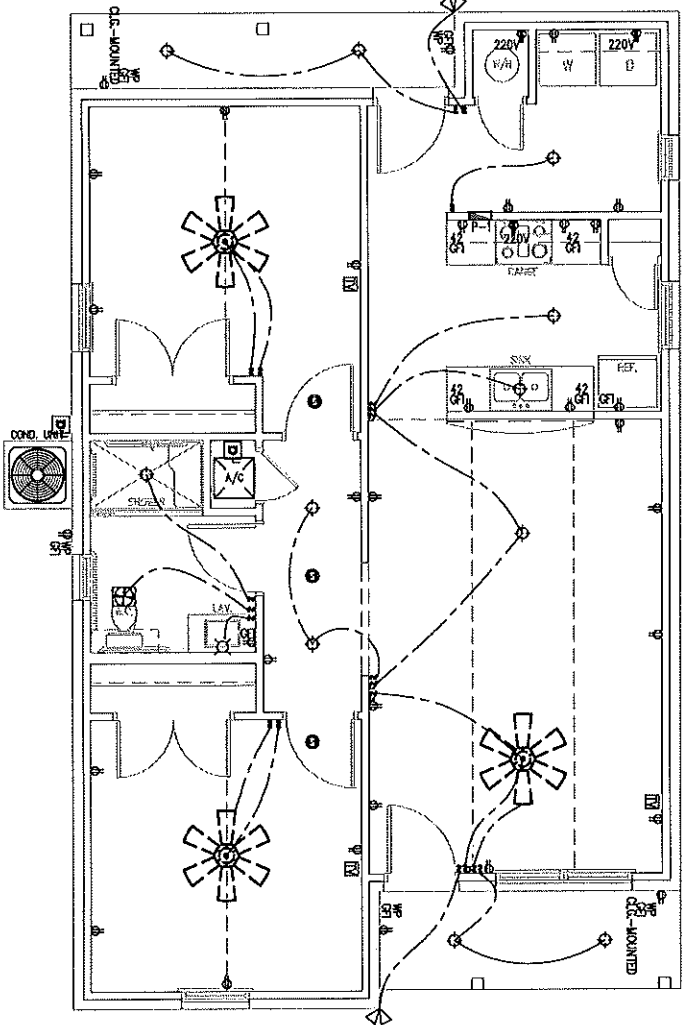
SEPTEMBER 27, 2002

FRONT & REAR
 ELEVATIONS

3.2

ELECTRICAL NOTES:

1. ELECTRICAL TO BE DONE PER 2015 NEC OR CODE ADOPTED BY MUNICIPALITY.
2. ARC FAULT CIRCUIT BREAKERS TO BE INSTALLED IN EVERY BEDROOM.
3. TELEPHONE AND CABLE JACKS INSTALLED IN EVERY BEDROOM.
4. DO NOT INSTALL TEMPORARY POWER IN PANEL BOX LEAVING EXPOSED WIRES.
5. ALL CIRCUITS IN PANEL BOX SHALL BE IDENTIFIED BEFORE FINAL INSPECTION.
6. GFCI PROTECTION SHALL BE INSTALLED IN ALL WET AREAS.
7. BATHROOM VENTILATION SHALL BE EXHAUSTED DIRECTLY TO THE OUTSIDE.
8. SMOKE DETECTORS SHALL BE INTERCONNECTED AND SHALL HAVE A BACKUP BATTERY.
9. SURFACE MOUNT/PENDANT LIGHTING IN CLOSETS SHALL BE 12" MINIMUM AWAY FROM SHELVES.
10. FIXTURES INSTALLED IN SHOWER AREAS SHALL BE SUITABLE FOR WET LOCATIONS.
11. ATTIC SHALL BE PROVIDED WITH LIGHT AND SWITCH.



ELECTRICAL LEGEND

	WATER HEATER		LIGHT FIXTURE
	DIMMER ELECTRICAL RECEPT.		LIGHT SWITCH
	200V ELECTRICAL RECEPTACLE		THERMOSTAT
	GROUND FAULT CIRCUIT INTERRUPTER		SMOKE DETECTOR
	BATHROOM EXHAUST FAN		DISCONNECT

Electrical Plan

SCALE 3/16"=1'



SAMES, Inc.

200 S. 10th St., Suite 1500
McAllen, TEXAS 78501
TEL: (956) 702-8880
FAX: (956) 702-8883

TEXAS REGISTERED
ENGINEERING FIRM No. E-10962
SURVEYING FIRM No. 10749-05

H.C. URBAN COUNTY PROGRAM
2-BEDROOM / 1-BATHROOM UNIT
OWNER OCCUPIED REHABILITATION PROGRAM
PROJECT No. SUR 21,667 -A

SEPTEMBER 27, 2022

ELECTRICAL PLAN,
NOTES & LEGEND

- 13. CABINETS & GENERAL MILLWORK:**
- PROVIDE PRE-FINISHED, STOCK ASSEMBLED CABINETS AT KITCHEN, LAUNDRY AND BATHROOM VANITY AS SHOWN ON PLANS, WITH ADJUSTABLE SHELVES, SELF-CLOSING HINGES, CABINETS MAY BE SITE BUILT TO PROFESSIONAL STANDARDS. MAXIMUM HEIGHT FOR BASE CABINETS (KITCHEN & VANITY) SHALL BE 34" TO MEET ADA.
 - PROVIDE PLASTIC LAMINATE COUNTERTOPS EQUAL TO "FORMICA CORP.", COLOR AND PATTERNS AS SELECTED BY OWNER PER PROGRAM PRE-SELECTED PATTERNS. VANITY COUNTERTOP TO MATCH VANITY SINK.
 - PROVIDE SOLID WOOD SHELVING AT CLOSETS WITH 1.37" DIAMETER CHROMED ROD WITH COMPATIBLE HARDWARE.
- 14. KITCHEN RESIDENTIAL EQUIPMENT:**
- PROVIDE THE FOLLOWING APPLIANCES:
 - RANGE: FOUR BURNERS, ELECTRIC DROP-IN RANGE WITH FRONT CONTROLS WITH SELF-CLEANING OVEN
 - RANGE HOOD: DUCTED, UNDER CABINET RANGE HOOD WITH LIGHT
 - THE FOLLOWING APPLIANCE ARE BY OWNER: WASHER, DRYER, AND REFRIGERATOR
- 15. BATHROOM ACCESSORIES:**
- PROVIDE THE FOLLOWING STANDARD BATHROOM ACCESSORIES:
 - ADJUSTABLE CURTAIN ROD WITH PRIVACY PLASTIC CURTAIN, SET AT PROPER HEIGHT TO AVOID OVER SPILLING WATER
 - TOILET PAPER DISPENSER (TO MEET ADA), TOOTH BRUSH & SOAP-HOLDER
 - 38" X 24" FRAME MIRROR AT VANITY, MIRROR AT ACCESSIBLE BATHROOM BOTTOM HEIGHT TO MEET ADA
 - PROVIDE THE FOLLOWING BATHROOM ACCESSORIES MEETING ADA:
 - WALL MOUNTED L-SHAPED FOLDING SEAT, DUREABLE AND RUST PROOF, WITH ANTIMICROBIAL SURFACES
 - 1-1/2" DIAMETER POLISHED STAINLESS STEEL GRAB BARS, 42" LONG AND 38" LONG AT W.C., AND 42" LONG AND 24" LONG AT SHOWER, HEIGHT TO MEET ADA, PROVIDE ELOCCKING ON THE WALL
- 16. PLUMBING:**
- THE WORK CONSISTS OF FURNISHING AND INSTALLATION OF ALL EQUIPMENT AND MATERIALS NECESSARY AND REQUIRED BY CODE TO FORM COMPLETE AND FUNCTIONING SYSTEMS. ALL MATERIALS SHALL BE NEW AND WITHOUT DEFECTS. SOME COORDINATION MAY BE NECESSARY WITH OTHER TRADES
 - WATER LINE SHALL BE CONNECTED TO CITY MAIN, COORDINATE WITH THE CITY FOR LOCATION OF CONNECTION AND APPLICABLE FEE AND PERMITS
 - SEWER SYSTEM SHALL BE CONNECTED TO CITY MAIN IF AVAILABLE, COORDINATE WITH THE CITY FOR LOCATION AND APPLICABLE FEE AND PERMITS. IF CITY CONNECTION IS NOT AVAILABLE PROVIDE A COMPLETE, FUNCTIONAL SEPTIC SYSTEM COMPLYING WITH CITY REQUIREMENTS. IF AN EXISTING SEPTIC SYSTEM EXISTS, REPLACE WITH A NEW SYSTEM MEETING CURRENT CITY REQUIREMENTS
- 17. HVAC:**
- PROVIDE 4" DIAMETER DRYER EXHAUST VENT SYSTEM
 - PROVIDE 4" DIAMETER KITCHEN HOOD EXHAUST VENT
 - PROVIDE AND INSTALL MIN. 16 SEER SPLIT SYSTEM CENTRAL AIR CONDITIONING (AIR HANDLING UNIT AND CONDENSING UNIT) WITH ELECTRIC HEAT EQUAL TO "CARRIER"
 - DUCTWORK SHALL RUN INSIDE CONDITIONED SPACE AND SHALL BE INSULATED PER CODE. DUCTWORK SHALL BE TESTED FOR LEAKS. DUCTWORK SHALL BE BALANCED FOR UNIFORM AIR DISTRIBUTION
 - PROVIDE PROGRAMMABLE DIGITAL THERMOSTAT
- 18. ELECTRICAL:**
- THE WORK CONSISTS OF FURNISHING AND INSTALLATION OF ALL EQUIPMENT AND MATERIALS NECESSARY AND REQUIRED BY CODE TO FORM COMPLETE AND FUNCTIONING SYSTEMS. ALL MATERIALS SHALL BE NEW AND WITHOUT DEFECTS
 - SOME COORDINATION MAY BE NECESSARY WITH OTHER TRADES
 - PROVIDE NEW ELECTRICAL SERVICE, MIN. 150 AMPS, COORDINATE WITH THE CITY AND ELECTRIC COMPANY FOR REQUIREMENTS, PERMITS, AND FEES
 - ELECTRICAL PANEL INSIDE THE HOUSE SHALL BE AS SHOWN ON PLANS, IF ANOTHER LOCATION IS NECESSARY IT SHALL BE INSTALLED AT THE MASTER BEDROOM BEHIND THE DOOR OR IN ANOTHER PROPERLY LOCATED LOCATION
 - PROVIDE NEW CONNECTIONS FOR RANGE, DRYER, AND WATER HEATER
 - PROVIDE GFCI OUTLETS AT BATHROOM, WASHER, AND ALL KITCHEN WALLS
 - ALL EXTERIOR OUTLETS SHALL BE WATER PROOF GFCI
 - ALL OUTLETS SHALL BE SET AT 15" A.F.F. UNLESS NOTED OTHERWISE
 - ALL SWITCHES, CONTROLS (THERMOSTAT), AND ELECTRICAL PANEL SHALL BE SET AT 48" A.F.F.
 - PROVIDE 52" DIAMETER CEILING FANS AT ALL BEDROOMS AND LIVING ROOM, WITH VARIABLE SPEED AND REVERSE BLADES, AND LED LIGHTS, AND DOWN ROD
 - INSTALL WATER PROOF LIGHT FIXTURES FOR OUTDOOR USE
 - PROVIDE MIN. 100 CFM BATHROOM EXHAUST FAN WITH LED LIGHT
 - PROVIDE WIRED, INTERCONNECTED SMOKE DETECTORS AT EACH BEDROOM AND OUTSIDE SLEEPING ROOMS. SMOKE DETECTOR SHALL BE MIN. 4 FT AWAY FROM EDGE OF CEILING FAN BLADES
 - PROVIDE PHONE AND TV JACK CONNECTION ON EACH ROOM, LIVING AND KITCHEN IF REQUESTED BY OWNER

HOMEOWNER'S RESPONSIBILITIES:

- SHALL REMOVE AND DISPOSE OF ALL DEBRIS ON SITE BEFORE THE BEGINNING OF CONSTRUCTION, INCLUDING BUT NOT LIMITED TO TIRES, ABANDONED VEHICLES, OLD LUMBER, OLD APPLIANCES, ETC.
- MAKING ALL NECESSARY DEPOSITS FOR ANY UTILITIES TO BE CONNECTED TO NEW DWELLING

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

NAME OF APPLICANT _____

NAME OF CO-APPLICANT _____

SAMES, Inc.

201 S. 10th St. Suite 1500
MCKLEEN, TEXAS 75801
TEL: (959) 702-9880
FAX: (959) 702-9883

TEXAS REGISTERED
ENGINEERING FIRM No. F-10022
SURVEYING FIRM No. 10-18189

H.C. URBAN COUNTY PROGRAM

2-BEDROOM / 1-BATHROOM UNIT

OWNER OCCUPIED REHABILITATION PROGRAM

PROJECT No. SUR 21.867 - A

201 S. 10th St. Suite 1500
MCKLEEN, TEXAS 75801
TEL: (959) 702-9880
FAX: (959) 702-9883

TEXAS REGISTERED
ENGINEERING FIRM No. F-10022
SURVEYING FIRM No. 10-18189

SEPTEMBER 27, 2022

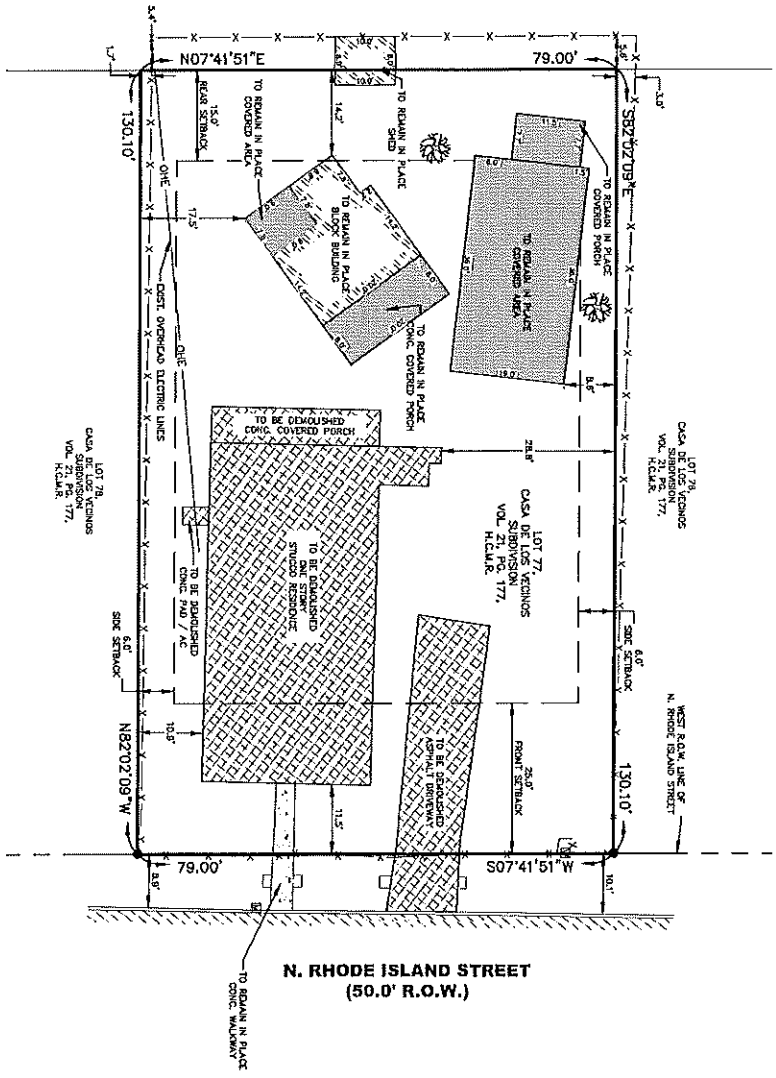
OUTLINE SPECS

5.2

JOB NUMBER	SUR 22,867
SITE NUMBER	3
ISSUED BY	LA
DATE	7/17/2003

SCALE: 1" = 20'

LA ROMA RANCH OTRUS GROVES UT NO. 1
 LOT 66 & 613' LOT 69, BLK 4
 11.04 AC. OR 10.84 AC. NET.



- SURVEY NOTES:**
1. BASIS OF BEARING THE WEST B.O.W. LINE OF RHODE ISLAND STREET, CASA DE LOS VENECOS SUBDIVISION, AS PER THE MAP OR PLAT THEREOF RECORDED IN VOLUME 21, PAGE 177 AND RECORDS OF HONOLULU COUNTY, TEXAS.
 2. BEARINGS SHOWN ARE BASED ON DATA OF LOS VENECOS SUBDIVISION, AS PER THE MAP OR PLAT THEREOF RECORDED IN VOLUME 21, PAGE 177, AND RECORDS OF HONOLULU COUNTY, TEXAS.
 3. ALL HORIZONTAL CONTROL ON THIS PROJECT WAS ESTABLISHED UTILIZING RMC GPS METHODS.
 4. THIS SURVEY WAS CONDUCTED WITHOUT THE BENEFIT OF AN ASSIGNMENT OF TITLE. THERE MAY BE EASEMENTS OR OTHER MATTERS THAT ARE NOT SHOWN.
 5. SUBJECT TO THE SUBDIVISION RULES AND REGULATIONS OF THE COUNTY OF HONOLULU AND/OR ORDINANCES OR CONVEYANCE RECORDATIONS OF THE CITY AND COUNTY OF HONOLULU, TEXAS.
- THE FOLLOWING MATTERS ARE ALL ITEMS OF THE ADJACENT SURVIVOR OR THE SURVIVOR'S SUCCESSORS:**
1. THE EXISTING RECORDS OF THE MATTERS.
 2. THE EXISTING RECORDS OF THE MATTERS.
 3. THE EXISTING RECORDS OF THE MATTERS.
 4. THE EXISTING RECORDS OF THE MATTERS.
 5. THE EXISTING RECORDS OF THE MATTERS.

SAMES
 202 S. JAMES STREET, SUITE 1509 TEX, (800) 785-4888
 WASHINGTON, TEXAS 75781
 (817) 251-1111 FAX (817) 251-1111

DEMOLITION PLAN
 LOT 77, CASA DE LOS VENECOS SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 21, AT PAGE 177 OF THE MAP RECORDS IN HONOLULU COUNTY TEXAS.

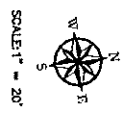
GENERAL NOTES:

1. THIS IS A DEMOLITION PLAN FOR THE PROJECT SHOWN ON THE MAP.
2. THE EXISTING RECORDS OF THE MATTERS ARE SHOWN ON THE MAP.
3. THE EXISTING RECORDS OF THE MATTERS ARE SHOWN ON THE MAP.
4. THE EXISTING RECORDS OF THE MATTERS ARE SHOWN ON THE MAP.
5. THE EXISTING RECORDS OF THE MATTERS ARE SHOWN ON THE MAP.

COMPUTER-PLANNED NUMBER: 483334 0005 P
 MAP REVISION: JUNE 6, 2000

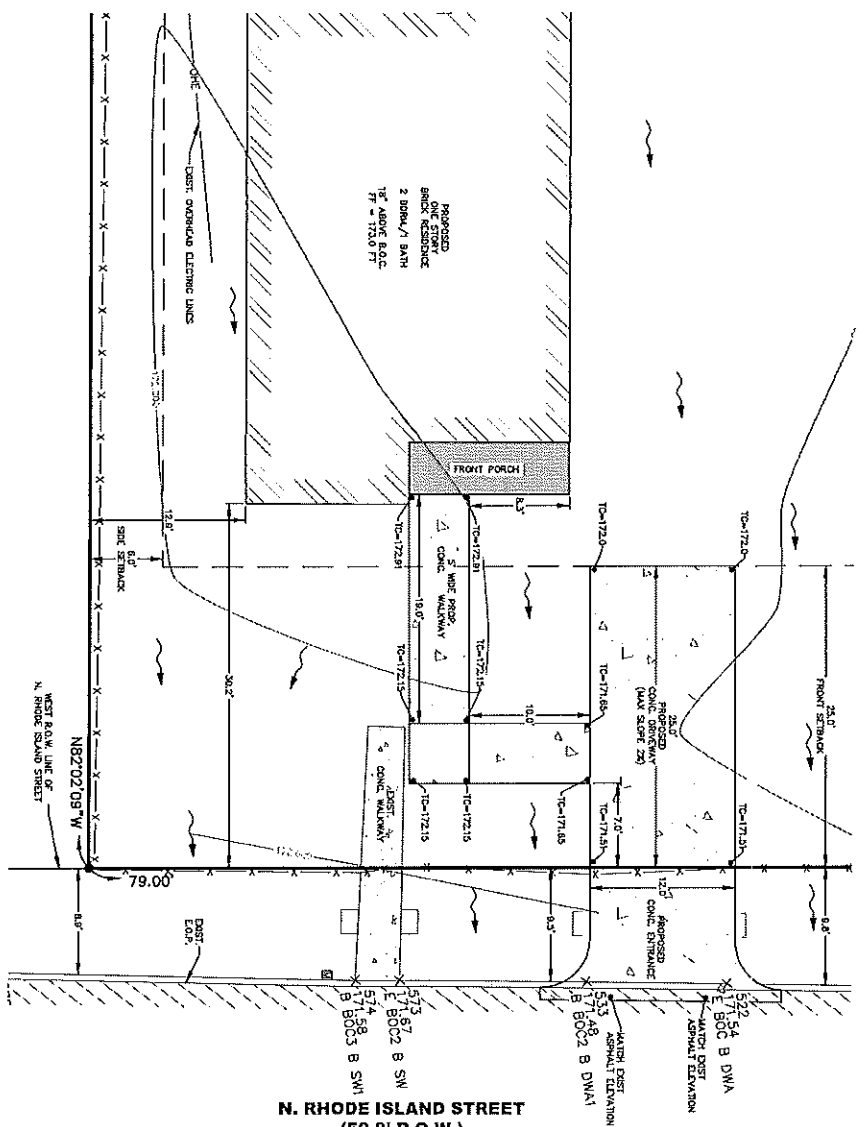
LEGEND	
●	1/2" IRON ROD W/PLASTIC CAP
○	SET 1/2" IRON ROD W/PLASTIC CAP STAMPED "SAMES"
⊖	WATER METER
⊕	MAIL BOX
⊗	TREE
— X —	OVERHEAD ELECTRIC LINE
— X —	CHANNEL FENCE LINE
—	DRIVING
—	CONCRETE
—	ASPHALT
—	CONCRETE

PROPOSED LEGEND	
⊗	TO BE DEMOLISHED



SETBACK NOTES:
 ALL SETBACKS ARE PER HONOLULU COUNTY PERC 3

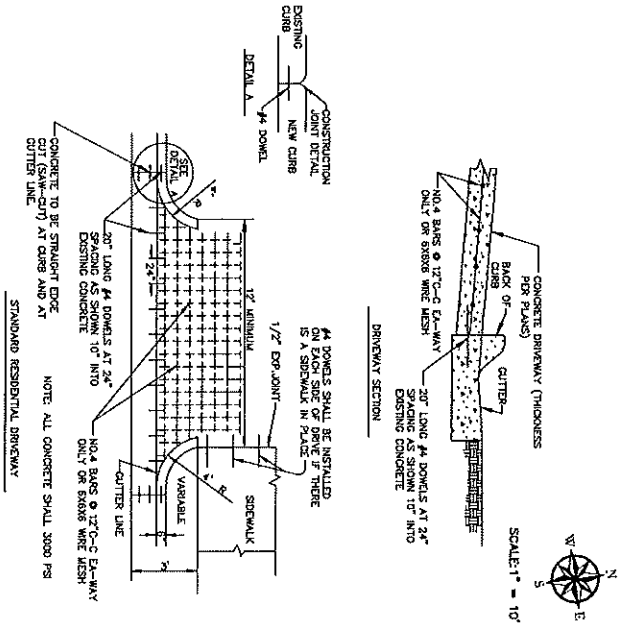
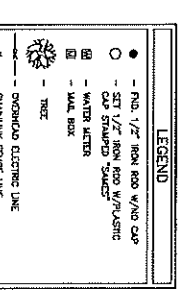
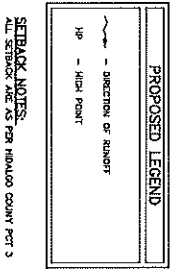
JOB NUMBER	SITE NUMBER	DRAWN BY	DATE
SUR 22 867	3	L.A.	2/29/2003



- GENERAL GRADING & IMPROVEMENT NOTES:**
1. CONTRACTORS SHALL FOLLOW SPECIFICATIONS ON HOUSE PLANS.
 2. FOUNDATION SHALL BE TO FINISH FLOOR LEVEL UNLESS OTHERWISE NOTED.
 3. FINISH FLOOR SHALL BE USED AS BENCHMARK FOR LOT GRADING. FINISH FLOOR SHALL BE USED AS BENCHMARK FOR ALL OTHER FINISH ELEVATIONS. FINISH FLOOR SHALL BE USED AS BENCHMARK FOR ALL OTHER FINISH ELEVATIONS.
 4. PERMANENT STABILIZATION UPON COMPLETION OF THE FINAL GRADING SHALL BE PROVIDED TO PREVENT EROSION. FINISH FLOOR SHALL BE USED AS BENCHMARK FOR ALL OTHER FINISH ELEVATIONS.
 5. ALL BOUNDARY SHALL BE FROM TOP OF SIDEWALK OR DRIVEWAY (SEE PLAN SPECIFICATIONS).
 6. ALL DIMENSIONS SPECIFICATIONS AND SHEET SCALE SHALL CONFORM TO THE DIMENSIONS WITH DIMENSIONS NOT (DIM) DIMENSIONS.

**N. RHODE ISLAND STREET
(50.0' R.O.W.)**

GENERAL NOTES:
 CONGRESS HIGHWAY 280, N. RHODE ISLAND STREET, ACTON, TEXAS 75703
 REQUESTED BY: PATRICK AND HILDA COUNTY URBAN COUNTY PROGRAM
 FROM: THE ENGINEER, 2800 RICE COUNTY COURTHOUSE, ACTON, TEXAS 75703
 50'-YEAR FLOOD PLAIN: 100'-YEAR FLOOD PLAIN
 COMMUNITY PLAN NUMBER: 480334 DATE: 8/2000
 MAP NUMBER: 480334 DATE: 8/2000



SAMES

2800 RICE COUNTY COURTHOUSE, ACTON, TEXAS 75703
 SURVEY FROM REC. NO. 101415-00
 KUTLUKUTLU, TEXAS 75703
 1999-2000
 1999-2000

PLOT PLAN 2 OF 2

LOT 77, 654' OF 100' WIDE DRIVEWAY, 2800 RICE COUNTY COURTHOUSE, ACTON, TEXAS 75703
 PLAT NUMBER: 101415-00, AT PAGE 177 OF THE MAP RECORDS IN HINDAL COUNTY

TIME TABLE

ACTIVITY	DATE(S)
Contract Signing	May 2, 2023
Demolition	May 11, 2023
Construction Start	May 12, 2023
Anticipated Draws	After 50% construction completion After 100% construction completion 30 days after construction completion
End Construction	August 10, 2023

BUDGET

	Total Cost
Pre-Development	\$ 0.00
Acquisition	\$ 0.00
Demolition/Construction	\$116,300.00
Other Costs:	\$ 0.00
TOTAL PROJECT COSTS	\$116,300.00

EXHIBIT "C"
SPECIAL CONDITIONS

None.