

**COURT ORDER
2016-0595**



Contract Execution with Dallas Neighborhood Alliance for Habitat, Inc.,
under RFP 2016-034-6571 Request for Proposal for
Community Housing Development Organization (CHDO) Non-Profit Set-Aside Projects

On a motion made by Commissioner Dr. Theresa M. Daniel, District 1, and seconded by Commissioner Dr. Elba Garcia, District 4, the following order was passed and adopted by the Commissioners Court of Dallas County, State of Texas:

BRIEFING DATE: 5/3/2016
FUNDING SOURCE: Grant Fund

Be it resolved and ordered that the Dallas County Commissioners Court does hereby authorize contract execution with Dallas Neighborhood Alliance for Habitat, Inc. in support of the Request for Proposal (RFP) for Community Housing Development Organization (CHDO) Non-Profit Set-Aside Projects.

Done in open court May 3, 2016, by the following vote:

IN FAVOR: Honorable Clay Lewis Jenkins, County Judge
Commissioner Dr. Theresa M. Daniel, District 1
Commissioner Mike Cantrell, District 2
Commissioner John Wiley Price, District 3
Commissioner Dr. Elba Garcia, District 4

OPPOSED: None
ABSTAINED: None
ABSENT: None

Recommended by: Daniel Garza
Originating Department: Planning and Development

COMMISSIONERS COURT BRIEFING



DATE: 5/3/2016

SUBMITTING DEPARTMENT: Purchasing

THROUGH: Planning and Development

SUBJECT: Contract Execution with Dallas Neighborhood Alliance for Habitat, Inc., under RFP 2016-034-6571 Request for Proposal for Community Housing Development Organization (CHDO) Non-Profit Set-Aside Projects.

BACKGROUND:

On March 15, 2016, Commissioners Court authorized contract negotiations of the sole respondent proposal with Dallas Neighborhood Alliance for Habitat, Inc. Contract negotiations were successful and recommendation of contract execution is requested.

OPERATIONAL IMPACT:

The intent is to enter into an initial two (2) year term from date of execution and may be renewed up to three (3) additional one (1) year terms based on existing terms and conditions.

FINANCIAL IMPACT:

\$161,322.60 in funds awarded to borrower by County. Funds must be spent in accordance with funds budget. Detailed funding line items are referenced in Exhibit "C" of Agreement.

LEGAL IMPACT:

The Dallas County District Attorney's Office assisted in developing the contract documents.

PROJECT SCHEDULE:

Project schedule shall commence after contract execution for a two (2) year term and may be renewed up to three (3) additional one (1) year terms based on existing terms and conditions.

M/WBE PARTICIPATION:

N/A

STRATEGIC PLAN COMPLIANCE:

The contract execution complies with Vision 2 of the County's Strategic Plan - Dallas County Health and Community, and Vision 3 - Dallas County is Safe, Secure and Prepared.

RECOMMENDATION:

The Purchasing Department, in conjunction with the Planning and Development Department recommend contract execution with Dallas Neighborhood Alliance for Habitat, Inc. in support of the Request for Proposal (RFP) for Community Housing Development Organization (CHDO) Non-Profit Set-Aside Projects.

RECOMMENDED BY:	Planning and Development	PREPARED BY:	Daniel Garza
		APPROVED BY DEPT HEAD:	Daniel Garza

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

**FY2014 & FY2015
HOME/ CHDO
COMMUNITY HOUSING DEVELOPMENT ORGANIZATION
FUND AGREEMENT (“AGREEMENT”)
BETWEEN
DALLAS COUNTY (“COUNTY”)
AND
DALLAS NEIGHBORHOOD ALLIANCE FOR
DALLAS AREA HABITAT FOR HUMANITY, INCORPORATED (“BORROWER”)**

This Agreement is made, by and between Dallas County, Texas, a political subdivision of the State of Texas, located at 411 Elm Street, 2nd Floor, Dallas, Texas 75202 (also referred to as “Lender” or “County”) and Dallas Neighborhood Alliance for Dallas Area Habitat for Humanity, Incorporated (hereinafter referred to as “Borrower” or “Habitat”) located at 2800 N. Hampton Road, Dallas, Texas 75212. County and Habitat may also be referred to individually as a “party” or collectively as the “parties” in this Agreement.

WHEREAS, Dallas County is the recipient of HOME Investment Partnership Program Funds from the U. S. Department of Housing and Urban Development (hereinafter referred to as “HUD”), including funds that are reserved for the use of Community Housing Development Organizations (CHDOs); and

WHEREAS, Dallas County received HOME funds from HUD for the program years of FY2014 and FY2015 totaling One Hundred Sixty One Thousand Three Hundred Twenty-Two and 60/100 Dollars (\$161,322.60) for distribution to CHDOs; and

WHEREAS, Habitat has been certified by Dallas County as a CHDO, and has submitted a proposal for use of these CHDO funds for a CHDO-eligible project under HOME regulations;

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein contained, including the attachments, and subject to the terms and conditions hereinafter stated, the parties hereto understand and agree as follows:

I. TERMS

1.01 Habitat expressly agrees to complete all work required by this Agreement in accordance with the timetable set forth in this Section 1.01. The timetable set forth in this Section 1.01 may be adjusted with the written consent of the County. The County shall not be required to grant an adjustment to the timetable set forth in this Section 1.01.

Milestone	Deadline
Agreement Execution Date	No later than September 30, 2016
Construction contract date	To be completed no later than March 30, 2017
Foundations, footers, framing and exterior	To be completed no later than June 30, 2017
Construction Completion Date	No later than September 30, 2017

1.02 This Project is subject to ongoing compliance requirements of HOME for fifteen (15) years from the date of initial occupancy and the completion of the IDIS Completion Report. During this compliance period, Habitat will assure continued compliance with HOME requirements. For homebuyer Units, this includes monitoring Units for principal residency by providing the County annual reports on the principal resident status of the homebuyers. All funds recaptured will be returned to the County.

1.03 This Agreement shall be in effect from the Effective Date and shall remain in effect during the Affordability Period fifteen (15) years, or until the Project is completed or canceled, unless otherwise extended with the mutual written consent of County and Habitat or is terminated in accordance with Article VIII of this Agreement or as otherwise directed by HUD (the "Term").

1.04 Timely completion of the Work specified in this Agreement is an integral and essential part of performance. The expenditure of HOME funds is subject to Federal deadlines and could result in the loss of the Federal funds. By the acceptance and execution of this Agreement, it is understood and agreed by Habitat that the Project will be completed as expeditiously as possible and that Habitat will make every effort to ensure that the Project will proceed and will not be delayed.

1.05 Failure to meet these deadlines can result in cancellation of this Agreement and the revocation of HOME funds.

1.06 Since it is mutually agreed that time is of the essence as regards this Agreement, Habitat shall cause appropriate provisions to be inserted in all contracts or subcontracts relative to the work tasks required by this Agreement, in order to ensure that the Project will be completed according to the timetable set forth in Section 1.01. It is intended that such provisions inserted in any subcontracts be, to the fullest extent permitted by law and equity, binding for the benefit of the County and enforceable by the County against Habitat and its successors and assigns to the Project or any part thereof or any interest therein.

1.07 In the event Habitat is unable to meet the above schedule in Section 1.01 or complete the Work because of delays resulting from Acts of God, untimely review and approval by the County and other governmental authorities having jurisdiction over the Project, or other delays that are not caused by Habitat, the County shall grant a reasonable extension of time for completion of the Work. It shall be the responsibility of Habitat to notify the County promptly in writing whenever a delay is anticipated or experienced, and to inform the County of all facts and details related to the delay.

1.08 Habitat shall be paid based on vouchers for actual expenses incurred or paid (includes purchased items, i.e., appliances installed in each unit). Requests for payment must be submitted by Habitat on forms specified by the County, with adequate and proper documentation of eligible costs incurred in compliance with 92.206 and necessary for HUD IDIS disbursement requirements.

1.09 All Funds are subject to repayment to the County in the event the Project does not meet the requirements, terms, or conditions as outlined in this Agreement.

1.10 It is understood that upon the completion of the Project, any Funds reserved but not expended under this Agreement will revert to the County.

1.11 In consideration for performance of the Work under this Agreement and Habitat's compliance with all terms and conditions contained herein, the County agrees to disburse the Funds to Habitat in form of a Loan.

- 1.12 The County further agrees:
- A. To provide to Habitat information reasonably necessary for the Project.
 - B. To provide Habitat with any changes in HOME regulations or program limits that affect the Project, including but not limited to income limits, property value limits and rent limits
 - C. County will reimburse Habitat for invoices submitted with proper supporting documentation within thirty (30) days of receipt, subject to the terms of this Agreement.
- 1.13 The following documents are incorporated by reference as if they had been fully reproduced herein:
- 1. Exhibit A, HOME Income Limits (Dallas, TX)
 - 2. Exhibit B, Deed Restrictions
 - 3. Exhibit C, Funds Budget
 - 4. Exhibit D, Borrower's Insurance Requirements
 - 5. Exhibit E, CHDO Homebuyer Eligibility Forms
 - 6. Exhibit F, Homebuyer Agreement
 - 7. Exhibit G, Nondiscrimination Assurances

II. DEFINITIONS

Agency is hereby defined as the Dallas County Planning and Development Department, the HOME Program administering agency of County. For the purpose of this Agreement and all administration of HOME funds, the Agency shall act on behalf of the County in the execution and fiscal and programmatic control of this Agreement. The term "Approval" by the County or like term used in this Agreement shall in no way relieve Habitat from any duties or responsibilities under the terms of this Agreement, State obligation, or local laws or regulations.

Affordability Period means the period of time that the Units may only be sold to and occupied by Qualified Buyers, as described herein. The Affordability Period for each Unit is fifteen (15) years, and begins on the date that the deed transferring title from Borrower to the initial Qualified Buyer is executed.

AMI means the median income for the Dallas area Standard Metropolitan Statistical Area, adjusted for household size, as determined by the Department of Housing and Urban Development. The current median income chart is attached as **Exhibit A**.

Beneficiary means eligible residents of Dallas County consortium cities.

Complete or Completion means Completion of the Improvements, as evidenced by final inspection approval from County.

Completion Deadline means two years from the Effective Date of this Agreement. Borrower shall also comply with the construction timeline stated within this Agreement in Section 1.01.

Construction Contracts mean any construction contracts executed by Borrower for the development and construction of the Improvements, including, without limitation, the contract between Borrower and Contractor.

Contractor means any general contractor selected by Habitat and approved by County. The Contractor for the Project is Habitat and the County has approved such Contractor.

Deed Restrictions means a document in substantially the form attached as **Exhibit B** hereto to be executed by Borrower and recorded in the real property records of the county or counties in which all or a portion of the Property is located. The Deed Restrictions shall restrict sale and occupancy of the Units for the duration of each Unit's Affordability Period, shall be of an even date with the note and deed of trust, and must be recorded before Habitat can commence construction work on the Property.

Director is hereby defined as Dallas County's Director of Planning and Development Department.

Effective Date: The Effective Date of this Agreement is _____.

Funds means up to one hundred sixty-one thousand three hundred twenty-two dollars and 60/100 cents (\$161,322.60) in HOME funds awarded to Borrower by County. Funds must be spent in accordance with the Funds Budget.

Funds Budget means the budget attached hereto as **Exhibit C**, outlining how Borrower may spend the Funds.

Governmental Authority means, collectively, the United States of America, the State of Texas, the county or counties in which any part of the Property is located, the City of Dallas, Dallas County, Texas, and any agency, department, commission, bureau, or instrumentality of any of them.

Governmental Requirements mean all laws, ordinances, rules, and regulations of any Governmental Authority applicable to Borrower, the Project or the Property, as currently in effect or as amended during the performance of this Agreement or during the Affordability Period, including but not limited to:

- County's conflicts of interests requirements;
- The HOME Regulations;
- Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. Sections 2000d *et seq.*) including provisions requiring recipients of federal financial assistance to ensure meaningful access by person of limited English proficiency;
- The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. Sections 3601 *et seq.*);
- Executive Orders 11063 and 11246 as amended and as supplemented by 41 CFR Part 60 and 24 CFR Part 146;
- The Age Discrimination in Employment Act of 1967;
- The Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 6101 *et seq.*);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. Sections 4601 *et seq.* and 49 CFR Part 24);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Sections 794 *et seq.*) and 24 CFR Part 8 (applicable only to new construction of multifamily projects);
- The American with Disabilities Act of 1990 (42 U.S.C. Sections 12101 *et seq.*), the Architectural Barriers Act of 1968 as amended (42 U.S.C. sections 4151 *et seq.*) and the Uniform Federal

- Accessibility Standards, 24 CFR Part 40, Appendix A;
- Regulations at 24 CFR Part 87 related to lobbying, including the requirement that certifications and disclosures be obtained from all covered persons;
- Executive Order 12549 and 24 CFR Part 5.105(c) pertaining to restrictions on participation by ineligible, debarred or suspended persons or entities;
- the Housing and Urban/Rural Recovery Act of 1983, PUB. L. No. 98-181, as amended;
- Section 17 of the United States Housing Act of 1937;
- The Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4821 *et seq.* and 24 C.F.R. part 35;
- Section 3 of the Housing and Urban Development Act of 1968 - For projects where HOME Program funding exceeds \$200,000, Borrower must comply with Section 3 of the Housing and Urban Development Act of 1968, related to opportunities for training and employment for low income persons. For projects where HOME Program funding does not exceed \$200,000, Borrower is nonetheless encouraged to comply with the Section 3 requirements;
- Copeland Anti-Kickback Act (40 USC 276c);
- Fair Labor Standards Act of 1938, As Amended (29 USC 201, *et seq.*);
- Nonprofit organizations receiving HOME funds must comply with the procurement requirements at 24 CFR Part 84 and the cost principles at OMB Circular A-122;
- Regulations at 24 CFR Part 882.708(c) and 24 CFR Part 983.6 pertaining to site and neighborhood standards
- Davis-Bacon Act (40 U.S.C. 276(A)-7
- Contract Work Hours and Safety Standards Act, as amended (40 USC 327-333)
- Texas Public Information Act found in Chapter 552 of the Texas Government Code
- Violence Against Women Act of 1994, and the Violence Against Women Reauthorization Act of 2013, as applicable to HUD programs.

Hazardous Materials include: (a) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 *et seq.*), as amended from time to time, and regulations promulgated thereunder; (b) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 9601 *et seq.*), as amended from time to time, and regulations promulgated thereunder; (c) asbestos; (d) polychlorinated biphenyls; (e) underground storage tanks, whether empty, filled or partially filled with any substance; (f) any substance the presence of which on the Property is prohibited by any Governmental Requirements; and (g) any other substance which by any Governmental Requirements requires special handling or notification of any federal, state or local governmental entity in its collection, storage, treatment or disposal.

Hazardous Materials Contamination means the contamination (whether presently existing or hereafter occurring) of the Improvements, facilities, soil, groundwater, air or other elements on or of the Property by Hazardous Materials, or the contamination of the buildings, facilities, soil, groundwater, air or other elements on or of any other property as a result of Hazardous Materials at any time (whether before or after the date of this Agreement) emanating from the Property.

HOME Program means the HOME Investment Partnerships Program, as defined in the HOME Regulations.

HOME Regulations means the HOME Investment Partnerships Act at Title II of the Cranston Gonzales National Affordable Housing Act of 1990, as amended, 42 U.S.C/ 12701 et seq. and the HOME Investment Partnerships Program Final Rule, as amended, 24 CFR Part 92 et seq.

HUD means the United States Department of Housing and Urban Development.

Improvements means the construction by Borrower on the Property of 3 single family homes in conformity with the Plans and Specifications and the Project Budget. The Improvements must comply with all Government Requirements and the International Energy Conservation Code.

Insurance Policies means Habitat's insurance requirements and indemnity provisions specified in **Exhibit D** and all other insurance as County may reasonably require.

All Insurance Policies shall be issued on forms and by companies satisfactory to County and shall be delivered to County at the following addresses: (a) Dallas County, Attn: Rachel Brown, CDBG Project Coordinator, 411 Elm Street, 3rd Floor, Dallas, Texas 75202 and (b) Dallas County, Risk Management Division, Human Resources Department, 509 Main Street, Dallas, Texas 75202.

Loan means the deferred payment forgivable loan of up to \$161,322.60 in HOME Program funding from Lender to Borrower. The term of the Loan shall expire upon sale of all Units to Qualified Buyers. Repayment of the Loan will only be required if Borrower does not comply with the terms of this Agreement, the Deed Restrictions, or the Loan Documents. Provided that Borrower complies with the terms of this Agreement, the Deed Restrictions, and the Loan Documents, thirty three percent (33%) of the Loan shall be forgiven upon the sale of each Unit to a Qualified Buyer. The remaining one percent (1%) shall be forgiven upon Completion of the Project and final approval by the County.

Loan Documents means this Agreement, any other promissory note as deemed necessary by County, the Deed Restrictions securing County's interest in the Property, and any Borrower's affidavit, Homebuyer Agreement, closing statement, financing statement, and other document reasonably necessary or required by Lender in connection with the Loan.

Plans and Specifications means the final working Plans and Specifications for the development and construction of the Improvements on the Property, approved by Lender as required herein, and all amendments and modifications thereof approved in writing by Lender. Borrower shall make all necessary modifications to the Plans and Specifications to ensure compliance with all local, federal, state requirements. Lender has no liability or obligation whatsoever in connection with the Plans and Specifications and no responsibility for the adequacy thereof or for the construction of the Improvements contemplated by the Plans and Specifications. Lender shall have no liability or obligation to Borrower arising out of any inspection of the Improvements. No such inspection nor any failure by Lender to make objections after any such inspection shall constitute a representation by Lender that the Improvements are in accordance with the Plans and Specifications or constitute a waiver of Lender's right thereafter to insist that the Improvements be constructed in accordance with the Plans and Specifications. Borrower shall, upon demand of Lender and at Borrower's sole expense, correct any structural defect in the Improvements or any variance from the Plans and Specifications not approved in writing by Lender.

Project means the construction of the Improvements on the Property by Borrower. The Project includes the Property, Improvements, and other improvements, amenities, and landscaping which

are affixed or may hereinafter become affixed to the Property.

Project Budget means a budget or cost itemization prepared by Borrower and approved by Lender specifying the cost by item of (a) all labor, materials, and services necessary for the development and construction of the Improvements in accordance with the Plans and Specifications and all Governmental Requirements, and (b) all other expenses anticipated by Borrower incident to the Loan, the Property, and the development and construction of the Improvements on the Property. The Project Budget is attached as **Exhibit C**.

Property means the land on which the Improvements will be constructed.

Qualified Buyer means a household or individual with income at or below 80% of AMI. A Qualified Buyer must purchase a Unit for use as its primary residence, and not as rental or investment property. The determination as to whether any prospective purchaser is a Qualified Buyer is subject to review, approval, and confirmation by Lender, as described herein. In addition, in order to be considered a Qualified Buyer, a prospective purchaser must have completed a homebuyer course from an agency or provider approved by Lender, must provide a certificate of completion of such course to Lender prior to closing on any Unit, and execute any document as determined reasonably necessary by Lender.

Title Company means a title company selected by Borrower and acceptable to Lender.

Title Policy means a mortgage policy issued to Lender by the Title Company in the amount of the Loan, insuring that the Lender's deed of trust constitutes a valid first priority lien covering the Property (subject to the provisions of Section 2.01 below). The Title Policy shall be subject only to those exceptions and encumbrances which Lender may approve.

Unit means each of the three (3) single family homes to be constructed as part of the Improvements.

Work is hereby defined as all the construction services to be rendered or provided by Habitat as described herein. Work also includes the installation of purchased appliances and materials necessary for the construction completion of each Unit.

Written Notice to Proceed means written notification from Lender to Borrower authorizing Borrower to commence the Project. Until Borrower receives the Written Notice to Proceed, Borrower may not (1) commit or spend any funds, including Borrower's own funds, on Project materials or activities without the prior written consent of County, (2) execute any legally binding agreement for property acquisition, financing, or construction, or (3) commence construction or site preparation on the Property, which includes demolition, dredging, filing excavating, construction, or similar activities. Any such action could be considered a choice limiting action under the HOME Regulations and could result in forfeiture of the Funds and termination of the Agreement.

III. LOAN DOCUMENTS

3.01 **Loan Documents.** To secure County's interest in the Property and Improvements in the event that Borrower is unable for any reason to fully complete its obligations under this

Agreement, Borrower shall execute the Loan Documents and record the Deed Restrictions in the real property records of the county in which the Property is located. Borrower will be required to (i) purchase a Title Policy for Lender; (ii) pay all costs associated with closing the Loan, (iii) ensure Lender's lien has first priority and is not subordinate to any other indebtedness, (iv) cause each individual Unit homebuyer to execute a Homebuyer Agreement with Lender at the time of closing. Notwithstanding (iii) above, Lender agrees to subordinate its Loan to any lender providing construction financing for the Project, so long as such construction lender's subordination documents are acceptable to Lender in Lender's sole discretion.

3.02 **Deed Restrictions.** The Deed Restrictions will run with the land and be binding upon the Property and any subsequent owners of the Property for the duration of the Affordability Period. Borrower shall record the Deed Restrictions contemplated under this Agreement beginning any Work under this Agreement. Borrower shall affirmatively disclose to prospective purchasers the resale requirements of the Deed Restrictions and shall include as a condition in its sales contracts with prospective purchasers of each Unit that the sales contracts are subject to the Deed Restrictions.

IV. REPRESENTATIONS AND WARRANTIES

Borrower hereby represents and warrants to Lender that:

4.01 No violation of any Governmental Requirements exists or will exist; the use of the Property and the Improvements complies and will comply with all applicable zoning ordinances, regulations, and restrictive covenants affecting the Property; and all Governmental Requirements have been or will be satisfied.

4.02 The financial statements and information regarding Borrower heretofore delivered to Lender are true and correct in all respects, having been prepared in accordance with generally accepted accounting principles applied on a consistent basis throughout the period covered thereby, and fairly present the financial condition of Borrower as of the date thereof; no adverse change has occurred in the financial condition of Borrower from that which is reflected therein since the date thereof; and no additional borrowings have been made or committed to by Borrower since the date thereof other than the borrowing contemplated herein.

4.03 There are no actions, suits, or proceedings pending or, to the knowledge of Borrower, threatened against or affecting Borrower, the Project, or the Property or involving the validity or enforceability of the Loan Documents or the priority of the lien thereof, at law or in equity, or before or by any Governmental Authority. If any such action, suit, or proceeding arises after the Effective Date of this Agreement, Borrower will notify Lender of the same within five days of the date that Borrower becomes aware of such actual or threatened action, suit, or proceeding.

4.04 Borrower is not in default with respect to any order, writ, injunction, decree, or demand of any court or any Governmental Authority.

4.05 All utility service necessary for the construction of the Improvements and the operation thereof for their intended purposes is available at the property line of the Property for connection to the Improvements, including water supply, storm and sanitary sewer facilities, gas, electric and telephone facilities.

4.06 All roads necessary for the full utilization of the Improvements for their intended purpose have either been completed or the necessary rights-of-way therefor have either been acquired by the appropriate Governmental Authority or have been dedicated to the public use and accepted by such Governmental Authority; and all necessary steps have been taken by Borrower and such Governmental Authority to assure the complete construction thereof.

4.07 No Event of Default under this Agreement or the Loan Documents has occurred and is continuing, and no event has occurred and is continuing which with notice or the passage of time or both would constitute an Event of Default hereunder or under the Loan Documents which has not been cured to the satisfaction of Lender.

4.08 Borrower has full power and authority to own the Property; to erect, lease and operate the Improvements; and to enter into and perform Borrower's obligations under the Loan Documents. The Loan Documents, when executed, will have been and shall continue to be as long as the Loan is outstanding, duly authorized, executed, and delivered by Borrower and will constitute Borrower's valid and binding obligations, enforceable against Borrower in accordance with their terms, not subject to any defense based upon usury, capacity of Borrower, or otherwise.

4.09 The consummation of the transactions contemplated by, and the performance of this Agreement and the Loan Documents will not violate or contravene any provision of any instrument creating or governing the business operations of Borrower and will not result in a breach of, or constitute a default under, any mortgage, deed of trust, lease, sublease, bank loan, credit agreement, or other instrument to which Borrower is a party or by which Borrower, the Project, or the Property may be bound or affected.

4.10 No consent of any third party nor consent, license, approval or authorization of, or registration or declaration with, any Governmental Authority is required in connection with the execution, delivery, performance, validity, or enforceability of the transactions contemplated by this Agreement or the Loan Documents which have not previously been obtained.

4.11 Borrower will use the Funds solely for construction of the Improvements as authorized in the Funds Budget and Project Budget. No Funds may be expended for personal, family, household, or agricultural use.

4.12 Borrower holds full legal and equitable title to the Property, subject only to title exceptions set forth in the Title Policy.

4.13 Prior to the recordation of the Deed Restrictions, no work of any kind (including the destruction or removal of any existing improvements, site work, clearing, grubbing, draining, or fencing of the Property) shall have commenced or shall have been performed on the Property, no equipment or material shall have been delivered to or upon the Property for any purpose whatsoever, and no mechanics or materialman's lien or contract (or memorandum or affidavit thereof) for the supplying of labor, materials, or services for the construction of the Improvements shall have been recorded in the county or counties where the Property is located.

4.14 There is no fact that Borrower has not disclosed to Lender in writing that could adversely affect the property, business, or financial condition of Borrower, the Project, or the Property.

4.15 Borrower has sufficient funds immediately available if Lender's Loan is not sufficient to fully Complete the Improvements to the Property, and Borrower acknowledges that Lender has no responsibility or obligation to provide any additional funds to the Project.

4.16 No Hazardous Materials are located on the Property or have been released into the environment, or deposited, discharged, placed, or disposed of, at, on, under, or near the Property. No portion of the Property is being used or, to the knowledge of Borrower, has been used at any previous time for the disposal, storage, treatment, processing, or other handling of Hazardous Materials nor is the Property affected by any Hazardous Materials Contamination. To the best of Borrower's knowledge, no Hazardous Materials are located in the vicinity of the Property, no property adjoining the Property is being used, or has ever been used at any previous time, for the disposal, storage, treatment, processing, or other handling of Hazardous Materials, nor is any property adjoining the Property affected by Hazardous Materials Contamination. No polychlorinated biphenyls are located on or in the Property, in the form of electrical transformers, fluorescent light fixtures with ballasts, cooling oils, or any other device or form. No investigation, administrative order, consent order and agreement, litigation, or settlement with respect to Hazardous Materials or Hazardous Materials Contamination is proposed, threatened, anticipated, or in existence with respect to the Property. The Property and its existing and prior uses comply and at all times have complied with any applicable Governmental Requirements relating to environmental matters or Hazardous Materials. There is no condition on the Property which is in violation of any applicable Governmental Requirements relating to Hazardous Materials, and Borrower has received no communication from or on behalf of any Governmental Authority that any such condition exists or may exist. To Borrower's knowledge after diligent investigation and inquiry, the Property has never been on any federal or state "Superfund" or "Superlien" list.

4.17 BORROWER WILL DEFEND AND INDEMNIFY LENDER, ITS OFFICERS, EMPLOYEES, AGENTS, ATTORNEYS, CONSULTANTS, CONTRACTORS, AND ITS SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, FINES, PENALTIES, CHARGES, JUDGMENTS, ADMINISTRATIVE ORDERS, REMEDIATION REQUIREMENTS, ENFORCEMENT ACTIONS AND OTHER COSTS AND EXPENSES (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND EXPENSES INCURRED BY LENDER IN ENFORCING THIS INDEMNITY), ARISING DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, OUT OF THE CURRENT OR FUTURE EXISTENCE OF HAZARDOUS MATERIALS ON THE PROPERTY. THE PARTIES EXPRESSLY AGREE THAT ALL COSTS RELATED TO THE REMEDIATION, REMOVAL, RELOCATION, ELIMINATION, OR OTHER TREATMENT OF SUCH HAZARDOUS MATERIALS, INCLUDING ANY COST TO BRING THE PROPERTY INTO COMPLIANCE WITH ALL GOVERNMENTAL REQUIREMENTS RELATED TO HAZARDOUS MATERIALS, ARE THE SOLE RESPONSIBILITY OF BORROWER. THIS SECTION 4.17 WILL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

4.18 All representations and warranties contained in this Section 4 shall survive the termination of this Agreement. The representations and warranties contained in this Agreement and the Loan Documents are made by Borrower as an inducement to Lender to make the Loan and Borrower understands that Lender is relying on such representations and warranties and that such representations and warranties shall survive any (a) bankruptcy proceedings involving Borrower, the Project, or the Property, (b) foreclosure or (c) conveyance of title to the Property in lieu of foreclosure.

V. COVENANTS AND AGREEMENTS OF BORROWER

Borrower covenants and agrees as follows:

5.01 **Plans and Specifications.** Prior to construction, Borrower will submit Plans and Specifications to Lender for approval. The Plans and Specifications are incorporated herein by reference and made a part hereof. Lender will retain a copy of the Plans and Specifications for its records. The Plans and Specifications will include a copy of the architectural floor plan and specifications, a copy of the materials specification, and a copy of the construction cost schedule. Borrower agrees to make all necessary modifications to ensure compliance with all federal regulations and County requirements, as described herein. Borrower shall not, without the prior written consent of Lender, amend, alter or change, pursuant to change order, amendment or otherwise, the Plans and Specifications. In conformity with the Plans and Specifications, the Improvements shall be of the size indicated on the Plans and Specifications. Borrower shall construct the Improvements according to the Plans and Specifications. Lender has no liability or obligation whatsoever in connection with the Plans and Specifications and no responsibility for the adequacy thereof or for the construction of the Improvements contemplated by the Plans and Specifications. Lender shall have no liability or obligation to Borrower carry out any inspection of the Improvements. No such inspection nor any failure by Lender to make objections after any such inspection shall constitute a representation by Lender that the Improvements are in accordance with the Plans and Specifications or constitute a waiver of Lender's right thereafter to insist that the Improvements be constructed in accordance with the Plans and Specifications. Borrower, shall, upon demand of Lender and at Borrower's sole expense, correct any structural defect in the Improvements or any variance from the Plans and Specifications not approved in writing by Lender.

5.02 **Written Notice to Proceed.** Lender will provide Borrower a Written Notice to Proceed after Borrower has provided the following to the Director:

- (a) the Title Policy;
- (b) all environmental testing and studies commissioned by or on behalf of Borrower;
- (c) Borrower's Contractor and all subcontractors;
- (d) the Construction Contract;
- (e) the Plans and Specifications; and
- (f) the Insurance Policies.

Borrower shall proceed with the Work within six (6) months of the Effective Date. The date of the Written Notice to Proceed may be adjusted with written consent of Lender. Lender shall not be required to provide an adjustment for the date of the Written Notice to Proceed.

5.03 **Construction.** Borrower shall construct three (3) Units under this Agreement. Borrower shall complete the construction of the Improvements on the Property in accordance with the Plans and Specifications on or before the Completion Date, free and clear of liens or claims for liens for material supplied and for labor services performed. Construction of the Improvements shall be performed within the perimeter of the Property and within all applicable building and setback lines. Borrower covenants that there are, and shall be, no structural defects in the Improvements. Borrower will furnish Lender, from time to time upon the reasonable request of Lender and at Borrower's sole expense, a survey of the Improvements, certified by a registered engineer or surveyor, showing the location of the Improvements to be within the lot lines and any building or

setback lines of the Property, not infringing established easements, placed in accordance with the Plans and Specifications and all applicable laws and ordinances and all restrictive covenants affecting the Property, and showing no state of facts objectionable to Lender. Borrower shall, upon demand of Lender and at Borrower's sole expense, correct any structural defect in the Improvements or any variance from the Plans and Specifications not approved in writing by Lender.

5.04 **Contractors and Subcontractors.** Borrower shall ensure that Contractor and all subcontractors utilized in the construction of the Improvements be appropriately licensed and not be debarred or suspended from performing work by the County, the State of Texas, or the Federal government. Borrower must confirm that Contractor and all subcontractors are not listed as "debarred" by the System of Award Management (SAM) prior to executing the construction contract. The SAM is available at <https://www.sam.gov/>. In the event that Lender determines that Contractor or any subcontractor has been debarred, suspended, or is not properly licensed, Borrower shall immediately cause the Contractor or subcontractor to stop work on the Project. In the event that Contractor or any subcontractor has been debarred, suspended, or is not properly licensed, Borrower shall not be paid with Funds for any Work performed by such Contractor or subcontractor in connection with the Project: However, this Section should not be construed to be an assumption of any responsibility or liability by Lender for the determination of the legitimacy, quality, ability, or good standing of any Contractor or subcontractor.

5.05 **Affirmative Marketing.** Pursuant to the Fair Housing Act (42 U.S.C. 3601-20), the "Fair Housing Law," Borrower covenants to market the Property and Improvements pursuant to an approved affirmative fair housing marketing plan in accordance with 24 CFR Section 92.351. The procedures and requirements must include methods for informing the public and potential buyers about fair housing laws and policies so as to ensure that all individuals are given an equal opportunity to participate in the Project. The procedures and requirements must also include the designation of an individual that will be responsible for marketing the Project and establishment of a clear application screening plan and the maintenance of documentation and records to evidence affirmative marketing procedures have been implemented. Borrower shall submit its affirmative fair housing marketing plan to Lender within thirty (30) days of the Effective Date of this Agreement and must receive approval of its affirmative fair housing marketing plan from Lender. Lender may require amendments from time to time to the fair housing marketing plan to improve its effectiveness.

5.06 **Completion and Sale of Units.**

a) On or before the Completion Deadline, Borrower shall Complete all the Units and sell each Unit to a Qualified Buyer who is also a Beneficiary.

b) Borrower covenants to sell the Units only as permitted in this Agreement and the Loan Documents. Borrower will actively market each Unit for sale continuously after the Unit's Completion date. The sales price of each Unit will be determined by an appraisal performed by a licensed appraiser. The final sales price of each Unit is subject to approval by Lender.

c) Once a Unit is Complete, Borrower must notify Lender of the sales status of such Unit upon request. If any Unit is not under contract to a homebuyer nine months after it is Complete, then at Lender's option, Borrower will either (i) repay the Funds allocable to the Unit, as determined

by Lender, or (ii) convert the Unit to a rental unit, after the parties execute written modifications and amendments to this Agreement and the Loan Documents.

d) Borrower shall ensure the Units sold under this Agreement shall be sold at an amount sufficient to make the purchase affordable. Any Unit sold by Borrower shall be secured by Deed Restrictions for the benefit of the County.

5.07 **Sale Terms.**

a) Borrower shall sell the Units only to Qualified Buyers, as approved by the Director (defined below).

b) Borrower will require prospective purchasers to submit the following items to Lender prior to closing on any Unit:

i. copies of complete financial information pertaining to the prospective purchaser's income eligibility under the HOME Regulations, necessary and sufficient for Lender, to its satisfaction, to determine that the prospective purchasers are Qualified Buyers. Such documentation shall be submitted to the **Director** at the address shown in Section 9.05 hereof. Director will have fifteen (15) business days after receiving complete financial information to determine whether a prospective purchaser meets the requirements of a Qualified Buyer and notify Borrower in writing of such determination;

ii. written consent allowing the County to make inquiry with all utility companies during the Affordability Period in order for the County to verify that utility service is in the Qualified Buyers' name during their ownership of the Unit;

iii. verification of completion of a homebuyer course from an agency or provider approved by the Director; and

iv. an executed Homebuyer Agreement as detailed in attached **Exhibit F**.

c) Before the closing of the sale of any Unit occurs, Borrower will provide Lender the following:

i. a copy of the preliminary settlement statement from the Title Company;

ii. a copy of the inspection report or certification by County that documents that the Unit meets the County's minimum housing standards; and

iii. any additional information required by the County to document the eligibility of the Qualified Buyer or the purchase price of the Unit.

d) Borrower shall provide to Lender, in the form specified in **Exhibit E** attached hereto and made a part hereof or by Lender, data on the racial, ethnic, income, gender and head of household characteristics of the Qualified Buyers for each Unit prior to closing.

5.08 **Davis Bacon.** If applicable, Borrower will comply and will ensure that Contractor and all subcontractors comply with the Davis-Bacon Act (40 U.S.C.A. §§ 276a to 276a-5). In order to monitor for compliance, Lender requires access to Contractor and subcontractor employee payrolls and other wage information and must have the ability to interview employees.

5.09 **Monitoring.** Borrower understands and agrees that it will be subject to monitoring by Lender for compliance with the HOME Regulations for the duration of this Agreement. Borrower will provide reports and access to Project files as requested by Lender during the term of this Agreement and for five years afterward. Lender shall have access at all reasonable hours to the

Borrower's offices and records dealing with the use of the Funds that are the basis of this Agreement, and its officers, directors, agents, employees, and contractors for the purpose of such monitoring. This Section shall survive the termination or expiration of this Agreement.

5.10 **Procurement.** Borrower shall establish procurement procedures to ensure that materials and services are obtained in a cost effective manner. Borrower shall comply with all applicable federal, state and local laws, regulations, and ordinances for making procurements under this Agreement.

5.11 **Inspections.** Borrower shall permit Lender, any Governmental Authority, and their agents and representatives, to enter upon the Property and any location where materials intended to be utilized in the construction of the Improvements are stored for the purpose of inspection of the Property and such materials at all reasonable times.

5.12 **Cost Principles/Cost Reasonableness.** Borrower shall administer its use of Funds in compliance with OMB Circular A-122, "Cost Principles for Non Profit Organizations" as amended from time to time.

5.13 **Reporting and Documentation.** Borrower shall maintain a record-keeping system as part of its performance of this Agreement and shall promptly provide Lender with copies of any document Lender deems necessary for the effective fulfillment of Lender's monitoring responsibilities. Specifically, Borrower will keep or cause to be kept an accurate record of all actions taken and all Funds spent in connection with the Project, with documentation to support the eligibility and reasonableness of each expenditure. Lender reserves the right to change the recordkeeping documentation required of Borrower.

5.14 **Terms Applicable to Contractors and Subcontractors.** Borrower understands and agrees that all terms of this Agreement shall apply to any and all contractors and subcontractors of Borrower which are in any way paid with Funds and who perform any Work in connection with the Project. Borrower shall monitor the services and work performed by its contractors and subcontractors for compliance with the HOME Regulations. Borrower is liable for all violations of the HOME Regulations committed by its contractors or subcontractors.

5.15 **Construction Contracts.** As additional security for the payment of the Loan, Borrower hereby transfers and assigns to Lender all of Borrower's rights and interest, but not its obligations, in, under, and to the Construction Contracts, upon the following terms and conditions:

(a) Borrower represents and warrants that the copy of any Construction Contract it has furnished to Lender is a true and complete copy thereof and that Borrower's interest therein is not subject to any claim, setoff, or encumbrance.

(b) Neither this assignment nor any action by Lender shall constitute an assumption by Lender of any obligation under the Construction Contracts, and Borrower shall continue to be liable for all obligations of Borrower thereunder, Borrower hereby agreeing to perform all

of its obligations under the Construction Contracts. Borrower indemnifies and holds Lender harmless against and from any loss, cost, liability, or expense (including, but not limited to, attorney's fees and expenses) resulting from any failure of Borrower to so perform.

(c) Lender shall have the right at any time (but shall have no obligation) to take in its name or in the name of Borrower such action as Lender may at any time determine to be necessary or advisable to cure any default under the Construction Contracts or this Agreement or to protect the rights of Borrower or Lender thereunder. Lender shall incur no liability if any action so taken by it or in its behalf shall prove to be inadequate or invalid, and Borrower agrees to hold Lender free and harmless against and from any loss, cost, liability or expense (including, but not limited to, attorney's fees and expenses) incurred in connection with any such action.

(d) Borrower hereby irrevocably constitutes and appoints Lender as Borrower's attorney-in-fact, in Borrower's name or in Lender's name, to enforce all rights of Borrower under the Construction Contracts or the Loan Agreement.

(e) Prior to an Event of Default, Borrower shall have the right to exercise its rights as owner of the Property under the Construction Contracts, provided that Borrower shall not cancel or amend the Construction Contracts or do or suffer to be done any act which would impair the security constituted by this assignment without the prior written consent of Lender.

(f) This assignment shall inure to the benefit of Lender, its successors and assigns, including any purchaser upon foreclosure or receiver in possession of the Property.

5.16 **Other Contracts.** Borrower will deliver to Lender, on demand, any contracts, bills of sale, statements, receipted vouchers or agreements under which Borrower claims title to any materials, fixtures or articles incorporated in the Improvements or subject to the security interest contained any Loan Documents.

5.17 **Plans and Specifications.** As additional security for the payment of the Loan, Borrower hereby transfers and assigns to Lender all of Borrower's right, title, and interest in and to the Plans and Specifications, and hereby represents and warrants to and agrees with Lender as follows:

(a) The schedule of the Plans and Specifications delivered to Lender are a complete and accurate description of the Plans and Specifications.

(b) The Plans and Specifications are complete and adequate for the construction of the Improvements and there have been no modifications thereof except as described in such schedule. The Plans and Specifications shall not be modified without the prior written consent of Lender.

(c) Lender may use the Plans and Specifications for any purpose, including but not limited to inspections of construction and the completion of the Improvements.

(d) Lender's acceptance of this assignment shall not constitute approval of the Plans and Specifications by Lender. Lender has no liability or obligation whatsoever in connection with the Plans and Specifications and no responsibility for the adequacy thereof or for the construction of the Improvements contemplated by the Plans and Specifications. Furthermore, Lender is not responsible for enforcement of any of the terms and provisions of the Construction Contracts. Lender has no duty to inspect the Improvements, and if Lender should inspect the Improvements, Lender shall have no liability or obligation to Borrower arising out of such inspection. No such inspection nor any failure by Lender to make objections after any such inspection shall constitute a representation by Lender that the Improvements are in accordance with the Plans and Specifications or constitute a waiver of Lender's right thereafter to insist that the Improvements be constructed in accordance with the Plans and Specifications.

(e) This assignment shall inure to the benefit of Lender, its successors and assigns, including any purchaser upon foreclosure or any receiver in possession of the Property.

5.18 **Lender Signage.** Borrower agrees that, during the Term of this Agreement, Lender may erect and maintain on the Property one or more advertising signs indicating that the Project financing for the Property has been provided by Lender. Such signage is subject to Borrower's approval, which shall not be unreasonably withheld or delayed. Lender agrees to provide drafts of any proposed signage to Borrower, and Borrower has 10 days to review and respond. A failure by Borrower to approve or reject any signage within 10 days shall be deemed approval.

5.19 **Hazardous Materials.** Borrower agrees to (i) give notice to Lender immediately upon Borrower's acquiring knowledge of the presence of any Hazardous Materials on the Property or of any Hazardous Materials Contamination with a full description thereof; (ii) promptly, at Borrower's sole cost and expense, comply with any Governmental Requirements requiring the removal, treatment, or disposal of such Hazardous Materials or Hazardous Materials Contamination and provide Lender with satisfactory evidence of such compliance; and (iii) provide Lender, within thirty (30) days after demand by Lender, with a bond, letter of credit, or similar financial assurance evidencing to Lender's satisfaction that the necessary funds are available to pay the cost of removing, treating, and disposing of such Hazardous Materials or Hazardous Materials Contamination and discharging any assessments which may be established on the Property as a result thereof.

a) Borrower shall not cause or suffer any liens to be recorded against the Property as a consequence of, or in any way related to, the presence, remediation or disposal of Hazardous Material in or about the Property, including any state, federal or local so-called "Superfund" lien relating to such matters.

5.20 **Transfer of Project.** Borrower will not, without the prior written consent of Lender, transfer, convey or otherwise dispose of the Property, the Improvements, or any part thereof to any individual, partnership, joint venture, trust, association, corporation or other legal entity, however organized, so long as any part of the indebtedness borrowed hereunder is outstanding.

5.21 **Brokers.** Borrower will indemnify Lender from claims of brokers arising by reason of the execution hereof and/or the consummation of the transactions contemplated hereby.

5.22 **Affordability Period.** Pursuant to the provisions of the HOME Regulations, Borrower covenants that having received HOME funding, the Property is subject to affordability period requirements as outlined in 24 C.F.R. Section 92.254, and that the Project is subject to the Affordability Period. The Units must remain affordable without regard to the term of any mortgage or transfer of ownership, pursuant to the terms of the Loan Documents.

5.23 **Deed Restrictions.** Borrower will comply with the Deed Restrictions and all restrictive covenants, if any, affecting the Property.

5.24 **Insurance.** Borrower shall maintain or cause to be maintained the Insurance Policies described in **Exhibit D** in full force and effect and do all acts and things, at Borrower's expense, as may be necessary or appropriate, in the judgment of Lender, to enable Lender to receive all insurance proceeds. If Lender receives any insurance proceeds, Lender may, at its option, either (a) apply them to the Loan in such order and manner as it may elect, or (b) advance such amounts as Lender may elect to pay Borrower's costs of repairing and restoring the Improvements to their condition immediately prior to the damage or destruction for which such proceeds were payable.

5.25 **Other Encumbrances.** Borrower will not encumber the Property and /or the Improvements or any part thereof with any restrictions, easements, warrants, liens, encumbrances, or conditions without the prior written consent of Lender.

5.26 **Taxes.** Borrower remains responsible for and shall timely make the payment of ad valorem property taxes and assessments accruing on the Property or any part thereof while it is owned by Borrower.

5.27 **Indemnification.**

A. BORROWER HEREBY FOREVER WAIVES AND RELEASES COUNTY, THE COUNTY COMMISSIONERS, COUNTY JUDGE AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, AND REPRESENTATIVES (REFERRED TO COLLECTIVELY AS "COUNTY") FROM ANY AND ALL CLAIMS FOR DAMAGES, KNOWN OR UNKNOWN, WHICH MAY ARISE AS A RESULT, DIRECTLY OR INDIRECTLY, OF BORROWERS'S INVOLVEMENT IN THE UNDERLYING AGREEMENT, INCLUDING, BUT NOT LIMITED TO THE FOLLOWING: ANY PREMISES OR SPECIAL DEFECTS KNOWN OR UNKNOWN TO COUNTY; ANY INJURY TO A PERSON AND/OR STAFF; AND ANY INJURY TO OTHER INDIVIDUALS PRESENT DURING BORROWER'S INVOLVEMENT UNDER THE TERMS AND CONDITIONS OF THE AGREEMENT, INCLUDING WILLFUL ACTS.

B. AND FURTHER, BORROWER, TO THE FULLEST EXTENT ALLOWED BY LAW, AGREES TO INDEMNIFY AND HOLD HARMLESS

COUNTY AGAINST ALL CLAIMS, DEMANDS, ACTIONS, SUITS, LOSSES, DAMAGES, LIABILITIES, COSTS AND/OR EXPENSES OF EVERY KIND AND NATURE (INCLUDING, BUT NOT LIMITED TO COURT COSTS, LITIGATION EXPENSES AND ATTORNEYS' FEES) INCURRED BY OR SOUGHT TO BE IMPOSED ON COUNTY BECAUSE OF INJURY (INCLUDING DEATH) BY ANY MANNER OR METHOD WHATSOEVER, OR DAMAGE TO PROPERTY (WHETHER REAL, PERSONAL OR INCHOATE) ARISING OUT OF OR IN ANY WAY RELATED (WHETHER DIRECTLY OR INDIRECTLY, CAUSALLY OR OTHERWISE) TO THIS AGREEMENT. THIS INDEMNIFICATION SHALL APPLY, WHETHER OR NOT ANY SUCH INJURY OR DAMAGE HAS BEEN BROUGHT ON ANY THEORY OF LIABILITY, INCLUDING COUNTY'S NEGLIGENCE, INTENTIONAL WRONGDOING, STRICT PRODUCT LIABILITY OR BREACH OF NON-DELEGABLE DUTY. BORROWER FURTHER AGREES TO DEFEND (AT THE ELECTION OF COUNTY) AT ITS SOLE COST AND EXPENSE AGAINST ANY CLAIM, DEMAND, ACTION OR SUIT FOR WHICH INDEMNIFICATION IS PROVIDED HEREUNDER.

C. APPROVAL AND ACCEPTANCE OF BORROWER'S SERVICES OR WORK BY COUNTY SHALL NOT CONSTITUTE NOR BE DEEMED A RELEASE OF RESPONSIBILITY AND LIABILITY OF BORROWER, ITS EMPLOYEES, SUBCONTRACTORS, AGENTS AND VENDORS FOR THE ACCURACY AND COMPETENCY OF THEIR SERVICES OR WORK; NOR SHALL SUCH APPROVAL AND ACCEPTANCE BE DEEMED TO BE AN ASSUMPTION OF SUCH RESPONSIBILITY BY COUNTY FOR ANY DEFECT, ERROR OR OMISSION IN THE SERVICES OR WORK PERFORMED BY BORROWER, ITS EMPLOYEES, SUBCONTRACTORS, AGENTS OR VENDORS. IN THIS REGARD, BORROWER SHALL DEFEND, HOLD HARMLESS AND INDEMNIFY COUNTY FOR DAMAGES RESULTING FROM SUCH DEFECTS, ERRORS, OR OMISSIONS.

D. THE PARTIES ACKNOWLEDGE AND AGREE THAT COUNTY DOES NOT HAVE THE ABILITY UNDER ARTICLE XI, SECTION 7 OF THE TEXAS CONSTITUTION TO INDEMNIFY A PARTY OR ANY OTHER THIRD PARTY FOR DAMAGES ARISING UNDER THIS AGREEMENT. THIS SECTION 5.27 SHALL SURVIVE COMPLETION, SUSPENSION, TERMINATION, EXPIRATION AND/OR CANCELLATION OF THIS AGREEMENT OR ANY DETERMINATION THAT THIS AGREEMENT OR ANY PORTION HEREOF IS VOID, VOIDABLE, INVALID OR UNENFORCEABLE.

5.28 **Audit.** The County Auditor, its assigns, or any other authorized County personnel shall have the unrestricted right to audit all data or documents related to this Agreement. Such data shall be furnished in Dallas County at a mutually convenient time within a reasonable time. Should County determine it reasonably necessary, Borrower shall make all of its

records, books and documents reasonably related to this Agreement available without delay to authorized County personnel to fulfill inspection or auditing deadlines and purposes or to substantiate certain provisions under this Agreement.

5.29 Warranty. Borrower warrants that construction of the Improvements conforms to the Plans and Specifications and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor. This warranty shall continue for a period of 1 year from the Completion date of the Improvements. Borrower shall remedy at Borrower's sole expense any failure to conform or any defect. Borrower will likewise warrant with respect to repairs or replacements under this Section 5.29 for one (1) year from the date of the repair or replacement. Either Lender or any Qualified Buyer may notify Borrower of the discovery of any failure, defect, or damage. This section 5.29 survives termination of this Agreement.

5.30 Lender's Lien Priority. Borrower shall ensure that Lender's lien is only subordinate to (1) the senior indebtedness described in a subordination agreement between Lender and the construction lender and/or the permanent finance lender, or (2) the mortgage or deed of trust lien of each Qualified Buyer. County must approve in writing any additional secured financing that is to be subordinate to the Loan.

VI. EVENTS OF DEFAULT

6.01 The following shall constitute "Events of Default" hereunder and under the Loan Documents:

(a) If Borrower shall fail to comply with any of the covenants, duties, requirements, or obligations of Borrower in this Agreement or in the Loan Documents;

(b) If a default shall occur under any of the Loan Documents;

(c) If at any time any representation or warranty made by Borrower herein or in any of the Loan Documents shall be materially incorrect;

(d) If Borrower shall (i) apply for or consent to the appointment of a receiver, trustee or liquidator, (ii) be unable, or admit in writing its inability, to pay its debts as they mature, (iii) make a general assignment for the benefit of creditors, (iv) be adjudicated as bankrupt or insolvent, or (v) file a voluntary petition in bankruptcy or file a petition or answer seeking reorganization or an arrangement with creditors or take advantage of any insolvency law or an answer admitting the material allegations of a petition filed against it in any bankruptcy or insolvency proceeding, or any action shall be taken by Borrower for the purpose of effecting any of the foregoing;

(e) If an order, judgment or decree shall be entered, without the application, approval or consent of Borrower by any court of competent jurisdiction, appointing a receiver, trustee, or liquidator of Borrower or of all or a substantial part of the assets of Borrower, and such order, judgment or decree shall continue unstayed and in effect for a period of sixty (60) consecutive days;

(f) If Borrower executes any chattel mortgage, deed of trust, security agreement or other security instrument covering Borrower's interest in the Property, the Improvements, or the appurtenances thereto or covering articles of personal property placed in the Improvements, or files a financing statement publishing notice of such security agreement, without the prior written consent of Lender;

(g) If any levy, attachment, or garnishment be issued, or if any lien for the performance of work or the supply of materials be filed, against any part of the Property and remain unsatisfied or unbonded for a period of seven days after the date of filing thereof;

(h) If Borrower fails to comply with any requirement of any Governmental Authority pertaining to Borrower, the Property and/or the Improvements, including, but not limited to, any provision of the HOME Regulations;

(i) If the Work on the Improvements be at any time discontinued due to acts or matters within Borrower's control for a period of ten (10) or more consecutive days or not carried on with reasonable dispatch or not completed by the Completion Date;

(j) If any of the Work of the Improvements or materials, articles, or fixtures used in connection therewith be not in accordance with the Plans and Specifications;

(k) If the Plans and Specifications are amended or modified without the prior written consent of Lender;

(l) If Borrower sells or transfers any of the Improvements or Property, without the prior approval of Lender, during the Affordability Period or during any period of time in which any indebtedness on the Loan remains outstanding, whichever is later

(m) If Borrower sells or leases any Unit in contravention of the requirements of this Agreement and/or the HOME Regulations;

(n) If Borrower defaults on any documents evidencing any other loan, grant, or other financing made to Borrower by any person or entity, including, but not limited to, Lender.

VII. RIGHTS AND REMEDIES OF LENDER

7.01 Upon the occurrence of an Event of Default, Lender shall have the right, in addition to any other right or remedy of Lender, but not the obligation, in its own name or in the name of Borrower, to enter into possession of the Property; to perform all Work necessary to complete the Project including construction of the Improvements substantially in accordance with the Plans and Specifications; and to employ watchmen and other safeguards to protect the Property. Borrower hereby appoints Lender as the attorney-in-fact of Borrower, with full power of substitution, and in the name of Borrower, if Lender elects to do so, upon the occurrence of an Event of Default, to (a) use such sums as are necessary, including Funds, to make such changes or corrections in the Plans and Specifications, and employ such architects, engineers, and contractors as may be required for the purpose of completing the construction of the Improvements substantially in accordance with the Plans

and Specifications and the Governmental Requirements, (b) execute all applications and certificates in the name of Borrower which may be required for completion of construction of the Improvements, (c) endorse the name of Borrower on any checks or drafts representing proceeds of the Insurance Policies or other checks or instruments payable to Borrower with respect to the Property, (d) do every act with respect to the construction of the Improvements which Borrower may do, and (e) prosecute or defend any action or proceeding incident to the Property or the Project. The power of attorney granted hereby is a power coupled with an interest and irrevocable. Lender shall have no obligation to undertake any of the foregoing actions, and, if Lender should do so, it shall have no liability to Borrower for the sufficiency or adequacy of any such actions taken by Lender.

7.02 Upon the occurrence of an Event of Default, Lender may, at its option, declare the Loan immediately due and payable upon 30 days written notice by Lender. In addition thereto, Lender may exercise any and all other rights and remedies provided under the Loan Documents, all of which shall be cumulative of all rights and remedies available to Lender according to the Loan.

7.03 Upon the occurrence of an Event of Default, the obligation of Lender to disburse the Funds and all other obligations of Lender hereunder shall, at Lender's option, immediately terminate.

7.04 No waiver by Lender of any of its rights or remedies hereunder, in the other Loan Documents, or otherwise, shall be considered a waiver of any other or subsequent right or remedy of Lender; no delay or omission in the exercise or enforcement by Lender of any rights or remedies shall ever be construed as a waiver of any right or remedy of Lender; and no exercise or enforcement of any such rights or remedies shall ever be held to exhaust any right or remedy of Lender.

VIII. TERMINATION

8.01 Lender may, at Lender's option, terminate further Work under this Agreement in whole or in part for the convenience of Lender by giving at least ten (10) days prior written notice thereof to Borrower, with the understanding that all Work being terminated shall cease upon the date specified in such notice. Lender shall pay to or on behalf of Borrower Funds in accordance with the terms of this Agreement for only the Work properly performed prior to the date specified in such notice, following proper documentation, inspection, and acceptance of same by the Lender. Borrower shall not, however, be entitled to lost or anticipated profits should Lender choose to exercise its option to terminate. Termination for convenience is without prejudice to any other remedy Lender may be entitled to at law, in equity or elsewhere under this Agreement. Borrower understands that the Funds are provided to Lender by HUD, and if HUD does not continue to make the Funds available to Lender, Lender has no obligation to perform under this Agreement. Lender may also terminate this Agreement immediately if an Event of Default occurs as described in Section VI and VII of this Agreement.

IX. MISCELLANEOUS

9.01 The Term of this Agreement is described in Section 1.03 of this Agreement. Notwithstanding the foregoing, Borrower's obligations and the provisions of this Agreement with respect to warranties and representations, indemnification, recordkeeping, audit

findings, and repayment shall survive termination and shall continue in full force and effect for five years after the end of the Affordability Period. Borrower's obligation with respect to the one year warranty of the construction of any Improvements described in Section 5.29 also survives termination. Upon expiration or termination of this Agreement, Borrower must transfer to Lender any Funds in Borrower's possession and any accounts receivable attributable to the use of the Funds.

9.02 This Agreement shall be binding upon, and shall inure to the benefit of, Borrower and Lender, and their respective heirs, legal representatives, successors and assigns, provided that Borrower may not assign any rights or obligations under this Agreement without the prior written consent of Lender.

9.03 This Agreement and the other Loan Documents embody the entire agreement and understanding between Borrower and Lender with respect to the matters covered hereby and supersede all prior proposals, agreements, and understandings relating to the subject matter hereof. Borrower certifies that it is not relying on any representation, warranty, covenant, or agreement of Lender except for those set forth herein and in the Loan Documents. No change or amendment to this Agreement shall be valid unless it is made in writing and executed by the parties hereto. No specific waiver or forbearance for any breach of any of the terms of this Agreement shall be considered as a general waiver of that or any other terms of this Agreement. Lender retains the right to waive requirements of this Agreement, in whole or in part, at any time.

9.04 **This Agreement and all other Loan Documents shall be governed and construed in accordance with the laws of the United States of America and the State of Texas.** This Agreement, the other Loan Documents and this Loan are entirely performable in Dallas County, Texas, and exclusive venue shall lie in the courts of competent jurisdiction sitting in Dallas County, Texas.

9.05 Notice under this Agreement shall only be accepted if sent:
(a) by United States mail, return receipt requested, three (3) days after mailing; or
(b) by hand delivery; or
(c) by overnight delivery by United Parcel Service;
and only to the following addresses:

**Dallas County Commissioners Court
Planning and Development
Attention: Rachel Brown
411 Elm Street, 3rd Floor
Dallas, TX 75202**

**Dallas Neighborhood Alliance for
Dallas Area Habitat for Humanity, Incorporated
Attention: William Hall
2800 North Hampton Road
Dallas, TX 75212**

9.06 Lender has advised Borrower that Lender is not responsible for enforcement of any of

the terms and provisions of any contracts for construction or revitalization of the Property or the Improvements and all such enforcement or risk of default to be borne solely by Borrower.

9.07 Lender is relying and is entitled to rely upon each and all of the provisions of this Agreement; and accordingly, if any provision or provisions of this Agreement should be held to be invalid or ineffective, then all other provisions hereof shall continue in full force and effect notwithstanding.

9.08 Time is of the essence in this Agreement.

9.09 None of the rights and remedies conferred upon or reserved to Lender under this Agreement is intended to be exclusive of any other rights, and each and every right shall be cumulative and concurrent, and may be enforced separately, successively or together, and may be exercised from time to time as often as may be deemed necessary by Lender.

9.10 Nothing contained in this Agreement shall make either party hereto a joint venture or partner of the other party hereto, or render either party liable for any debts, obligations, acts, omissions, representations, or contracts of the other party.

9.11 Any term or condition hereof to the contrary notwithstanding, Lender will not have, and by its execution and acceptance of this Agreement hereby expressly disclaims, any obligation or responsibility for the management, conduct, or operation of the business and affairs of Borrower; and any term or condition hereof, permitting Lender to disburse funds or to take or refrain from taking any action with respect to Borrower or the Improvements will be deemed solely to permit Lender to complete the construction of the Improvements and may not be relied upon by any other person. Further, Lender will not have, has not assumed, and by its execution and acceptance of this Agreement hereby expressly disclaims any liability or responsibility for the payment or performance of any indebtedness or obligation of Borrower; and no term or condition hereof will be construed otherwise.

9.12 The invalidity or unenforceability of any provision of this Agreement pursuant to judicial decree shall not affect the validity or enforceability of any other provision of this Agreement, all of which shall remain in full force and effect.

9.13 In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the Loan Documents or any Exhibit, the terms and conditions of this Agreement shall control.

9.14 Each person signing this Agreement on behalf of a party hereto represents that he or she has full power and authority to sign and deliver this Agreement on its behalf.

9.15 It is not a waiver or default if the non-defaulting party fails to immediately declare a default or delays in taking any action. Pursuit of any remedies set forth in this Agreement does not preclude pursuit of any additional remedies in this Agreement or those provided by law.

9.16 This Agreement is expressly made subject to County's sovereign immunity, Title 5 of the Texas Civil Practice and Remedies Code, and all applicable State and Federal law. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver

of any immunities from suit or liability that the County has by operation of law.


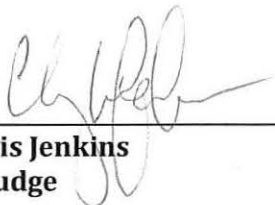
IN WITNESS WHEREOF,

Dallas County and Dallas Area Habitat for Humanity, Incorporated have caused their signatures to be hereunto affixed and duly attested.

EXECUTED THE _____ DAY OF _____, 2016.

DALLAS COUNTY:

**DALLAS NEIGHBORHOOD ALLIANCE
DALLAS AREA HABITAT, INC:**


 

BY: Clay Lewis Jenkins
County Judge



BY: William Hall
Chief Executive Officer

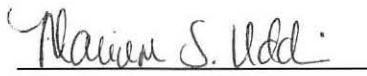
APPROVED BY:



BY: Darryl Martin
Dallas County Court Administrator

APPROVED AS TO FORM*:

SUSAN HAWK
DISTRICT ATTORNEY



BY: Marium S. Uddin
Assistant District Attorney

**By law, the District Attorney's Office may only advise or approve contracts or agreements or legal documents on behalf of its clients. It may not advise or approve a contract or agreement or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).*

EXHIBIT A

----- 2015 ADJUSTED HOME INCOME LIMITS -----

PROGRAM	1 PERSON	2 PERSON	3 PERSON	4 PERSON	5 PERSON	6 PERSON	7 PERSON	8 PERSON
Aransas County, TX HUD Metro FMR Area								
30% LIMITS	11800	13500	15200	16850	18200	19550	20900	22250
VERY LOW INCOME	19650	22450	25250	28050	30300	32550	34800	37050
60% LIMITS	23580	26940	30300	33660	36360	39060	41760	44460
LOW INCOME	31450	35950	40450	44900	48500	52100	55700	59300
Dallas, TX HUD Metro FMR Area								
30% LIMITS	14800	16900	19000	21100	22800	24500	26200	27900
VERY LOW INCOME	24650	28200	31700	35200	38050	40850	43650	46500
60% LIMITS	29580	33840	38040	42240	45660	49020	52380	55800
LOW INCOME	39450	45050	50700	56300	60850	65350	69850	74350
Fort Worth-Arlington, TX HUD Metro FMR Area								
30% LIMITS	14650	16750	18850	20900	22600	24250	25950	27600
VERY LOW INCOME	24400	27900	31400	34850	37650	40450	43250	46050
60% LIMITS	29280	33480	37680	41820	45180	48540	51900	55260
LOW INCOME	39050	44600	50200	55750	60250	64700	69150	73600
Wise County, TX HUD Metro FMR Area								
30% LIMITS	14050	16050	18050	20050	21700	23300	24900	26500
VERY LOW INCOME	23450	26800	30150	33450	36150	38850	41500	44200
60% LIMITS	28140	32160	36180	40140	43380	46620	49800	53040
LOW INCOME	37450	42800	48150	53500	57800	62100	66350	70650
El Paso, TX MSA								
30% LIMITS	11000	12600	14150	15700	17000	18250	19500	20750
VERY LOW INCOME	18350	21000	23600	26200	28300	30400	32500	34600
60% LIMITS	22020	25200	28320	31440	33960	36480	39000	41520
LOW INCOME	29350	33550	37750	41900	45300	48650	52000	55350
Houston-Baytown-Sugar Land, TX HUD Metro FMR Area								
30% LIMITS	14600	16650	18750	20800	22500	24150	25800	27500
VERY LOW INCOME	24300	27750	31200	34650	37450	40200	43000	45750
60% LIMITS	29160	33300	37440	41580	44940	48240	51600	54900
LOW INCOME	38850	44400	49950	55450	59900	64350	68800	73200
Brazoria County, TX HUD Metro FMR Area								
30% LIMITS	16900	19300	21700	24100	26050	28000	29900	31850
VERY LOW INCOME	28150	32150	36150	40150	43400	46600	49800	53000
60% LIMITS	33780	38580	43380	48180	52080	55920	59760	63600
LOW INCOME	45000	51400	57850	64250	69400	74550	79700	84850

Exhibit B

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

DEED RESTRICTIONS

STATE OF TEXAS
COUNTY OF DALLAS

§
§
§

THESE DEED RESTRICTIONS (as amended from time to time, the "Deed Restrictions") are impressed upon the property described below by Dallas Neighborhood Alliance for Dallas Area Habitat for Humanity, Incorporated, a Texas nonprofit corporation (the "Owner"), with its principal place of business at 2800 N. Hampton Road, Dallas, Texas 75212. Owner is the owner of said real property situated in Dallas County, Texas, and any improvements located thereon, more particularly described in **Exhibit A**, attached hereto and made a part hereof for all purposes (the "Property").

RECITALS

WHEREAS, Dallas County, (the "County"), a political subdivision of the State of Texas, receives HOME Investment Partnerships Program ("HOME") funds from the U.S. Department of Housing and Urban Development ("HUD") for the purpose of expanding the supply of decent, safe, sanitary and affordable housing to individuals and families that qualify as low-income families or very low-income families, as those terms are defined in the HOME regulations at 24 C.P.R. Part 92.2 (collectively, "Low Income Families"); and

WHEREAS, for purposes of these Deed Restrictions "Annual Income" is defined at 24 C.P.R. Section 5.609; and

WHEREAS, Owner executed that certain promissory note in the original principal amount of **\$161,322.60** ("Note") secured by a Deed of Trust, Security Agreement and Assignment of Rents ("Deed of Trust") on the Property and that certain Loan Agreement with the County ("Agreement") whereby the County agreed to lend said amount of HOME funds to Owner to pay for development and construction costs of up to two (2) single family homes on the Property, and Owner agreed to develop the Property in accordance with the covenants and requirements in the Agreement between County and Owner; and

WHEREAS, Owner agrees that the single family homes (the "Units") will only be sold to Low Income Families; and

WHEREAS, it is a condition of the Agreement that Owner execute and impress these Deed Restrictions upon the Property and Owner's execution of the Deed Restrictions with all of the covenants, restrictions, conditions, and other provisions set forth herein is a material inducement to the County to lend Owner the federal HOME funds; and

WHEREAS, the Deed Restrictions are entitled to run with the land because: (i) the Deed Restrictions touch and concern the land by, among other things, benefiting and controlling the use of the Property, (ii) privity of estate exists by reason of Owner holding legal and equitable title to the land subject to the Deed Restrictions, (iii) notice is given of the Deed Restrictions contained herein when this instrument is filed in the Official Real Property Records of the county in which the Property is located, and (iv) the Deed Restrictions are reasonable in light of their public purpose of making available Low Income Family housing opportunities; and

WHEREAS, Owner intends that the Deed Restrictions shall run with the land and shall be binding upon Owner and its representatives, successors and assigns, including, without limitation, all successive owners of the Property and that any person, by acceptance of title, legal or equitable, to any portion of the Property shall abide by and perform the Deed Restrictions and all of the covenants, restrictions, conditions, and other provisions set forth herein regardless of whether or not the Deed Restrictions are included in or otherwise referenced in the sales contract, deed, or other instruments of conveyance;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner hereby establishes the following Deed Restrictions.

A. USE RESTRICTIONS AND RESALE REQUIREMENTS

1. The Units shall be used and occupied solely as the principal residences of Low Income Families during the term of the Deed Restrictions. "Principal residence" means a home (including any real property and improvements permanently affixed thereto) which, depending on all the facts and circumstances in each case (including the good faith intent of the record title holder), is occupied or intended to be occupied by the occupants the majority of each year, and used primarily for residential purposes. A "principal residence" does not include a residence used (i) on a transient basis, (ii) as an investment property, (iii) as a recreational home, or (iv) primarily in a trade or business, as evidenced by the use of more than 15% of the total area in a trade or business.
2. A Unit may be sold, conveyed, or transferred only to another Low Income Family who will occupy the Unit as that family's principal residence, subject to the Deed Restrictions.
3. If the Property is sold or otherwise made available for purchase during the term of the Deed Restrictions, then the record title holder shall affirmatively disclose to potential purchasers the existence and nature of these Deed Restrictions.
4. Before the Property or any Unit may be sold, transferred, or conveyed to another owner, the Director (defined below) must give written consent of the sale, transfer, or conveyance of the Property or Unit and any attempted sale without said prior written consent is void. At least thirty (30) days prior to any sale, transfer, or conveyance, the owner of record title must provide the following to the Dallas County Planning and Development Director ("Director"), located at 411 Elm Street, 3rd Floor, Dallas, Texas 75202:

- a. written documentation of the income eligibility of the proposed purchaser as a Low Income Family satisfactory to the Director,
- b. written consent from the proposed purchaser to Director authorizing inquiries to all utility companies to verify that utility service is in the name of the proposed purchaser during the term of the Deed Restrictions, and
- c. written documentation that the sales price for the Property or Unit to be sold transferred, or conveyed does not exceed the lesser of:
 - i. the fair market value of the Property, as defined herein, or
 - ii. the Single Family Mortgage Limits under Section 203(b) of the National Housing Act (12 U.S.C. 1709(b)), which may be obtained from the HUD Field Office.

"Fair market value of the Property" means the actual sales price of the Property or any Unit agreed to by a willing seller and willing purchaser. No real estate appraisals or sales comparables are required by the County to document this amount. Notwithstanding the foregoing, for the initial sale of each Unit by Owner, the sales price must be fair market value as determined by an appraiser certified in Texas.

5. If during the term of the Deed Restrictions the Property or any Unit is resold:
 - a. the seller will be deemed to be provided a fair return on investment, including any improvements, if the Property or Unit is sold to a Low Income Family at a sales price which does not exceed the fair market value of the Property as defined in Section 4 above, and
 - b. the Property or Unit will be deemed to remain affordable to a reasonable range of low income homebuyers if the sales price does not exceed the Single Family Mortgage Limits under Section 203(b) of the National Housing Act (12 U.S.C. 1709(b)), which may be obtained from the HUD Field Office.
6. The Property and any part thereof shall be maintained to and fully comply with all local city and County codes and federal Housing Quality Standards.

B. AFFORDABILITY PERIOD

All of the covenants, restrictions, conditions, and other provisions set forth in these Deed Restrictions shall be covenants running with the land and binding upon the Property, Units, Owner, and Owner's successors and assigns for the duration of the affordability period. As to each of the Units, the term of the affordability period is fifteen (15) years, beginning on the date that the deed transferring title from the Owner to the initial Low Income Family was executed.

C. INDEMNIFICATION

Owner agrees to release, defend, indemnify and hold harmless the County, its elected officials, its officers, agents, and employees against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by Owner's breach of any of the covenants, restrictions, conditions, and other provisions set forth in these Deed Restrictions, or by any negligent or strictly liable act or omission of Owner in the performance of the Deed Restrictions. County does not waive its Sovereign Immunity under Title 5 of the Texas Civil Practice and Remedies Code. Owner agrees County does not have the ability to under Article XI, Section 7 of the Texas Constitution to indemnify Owner or any third party for damages under this instrument. The provisions of this paragraph are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

D. ENFORCEMENT

1. All of the covenants, restrictions, conditions and other provisions set forth in these Deed Restrictions shall be binding upon Owner, Owner's successors, heirs and assigns, and all parties claiming by, through or under Owner. By accepting any deed or other instrument of conveyance after the execution and recording hereof, a party is conclusively deemed to have accepted and agreed to be bound by and assumed the covenants, restrictions, conditions and other provisions set forth in these Deed Restrictions as to the portion of the Property conveyed and acquired.

2. In the event any material provision of these Deed Restrictions is violated by Owner or its successors and assigns, the County, after having first given to Owner or its successors and assigns written notice of violation and ninety (90) days opportunity to cure same, shall have the right to every remedy either public or private, available in law or equity against the Owner and its successor and assigns. The terms and provisions of these Deed Restrictions shall be specifically enforceable against Owner and Owner's successors and assigns as the owner of the Property from time to time. All remedies provided under these Deed Restrictions including those at law or in equity shall be cumulative and not exclusive. No failure on the part of the County to enforce the terms and provisions of these Deed Restrictions shall be deemed a waiver of the operation or enforcement of such provisions or any other provision of these Deed Restrictions. The right of the County to enforce the Deed Restrictions may not be waived, expressly or otherwise, and the County's forbearance or failure to pursue any violation or breach of these Deed Restrictions shall in no event waive or preclude the County from enforcing said violation or breach in the future or any new violation or breach. The County shall not be liable for failure to enforce these Deed Restrictions. The County may enforce this instrument and the covenants, restrictions, conditions, and other provisions set forth herein by proceedings at law or in equity against Owner or any person violating or attempting to violate any term or provision hereof. Said proceedings may include, but shall not be limited to, temporary restraining orders, temporary and permanent injunctive relief, and suits for damages as may be appropriate.

3. If the County substantially prevails in a legal or equitable proceeding to enforce these Deed Restrictions, the County shall be entitled to recover damages, reasonable attorney's fees, and court costs from the offending party.

4. For further remedy, the County may withhold any certificate of occupancy or final inspection for the lawful use of any Unit or any part of the Property until the Deed Restrictions requirements have been met.

E. MISCELLANEOUS

1. These Deed Restrictions are not intended to restrict the right of the County to exercise its legislative or governmental duties and powers, including but not limited to zoning of any part of the Property or the exercise of the County's right of eminent domain regarding any part of the Property.

2. This instrument shall be subject to and governed by the laws of the State of Texas, Owner hereby submits to the jurisdiction of the state and federal courts in the State of Texas and exclusive venue shall lie in Dallas County.

3. In case any one or more of the provisions contained in this instrument shall for any reason be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this instrument shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

4. Whenever required by the context, as used in this instrument, the singular number shall include the plural and the neuter shall include the masculine or feminine gender, and vice versa.

6. The Section headings appearing in this instrument are for convenience of reference only and are not intended, to any extent or for any purpose, to limit or define the text of any Section.

7. Unless stated otherwise in this instrument, the definitions and provisions of the HOME Investment Partnerships Program, enacted under Title II of the Cranston-Gonzalez National Affordable Housing Act (Title II, Pub. L. 101-625, approved November 28, 1990, 104 Stat 4094-4128, 42 U.S.C. 12701-12839 (HOME)), and NAHA as amended, and the regulations issued thereunder, 24 C.P.R. Part 92, as amended, apply to and are incorporated into this instrument as if recited in this instrument. Each holder of record title agrees to comply with the HOME regulations and to fully cooperate with any County or HUD representatives for inspection of and monitoring visits to the Property or any Unit for compliance.

8. The provisions of these Deed Restrictions inure *to* the benefit of the County.

9. These Deed Restrictions may be amended only by written instrument signed by Owner and the County, and recorded in the Official Real Property Records of the county in which the Property is located. Owner covenants and agrees to execute such other instruments and take such further actions as the County may deem reasonably necessary or convenient to implement and effectuate the covenants, restrictions, conditions, and other provisions herein contemplated.

EXECUTED on _____ day of _____, 2016.

DALLAS NEIGHBORHOOD ALLIANCE FOR
DALLAS AREA HABITAT FOR HUMANITY, INCORPORATED
a Texas nonprofit corporation

By: _____
William Hall,
Chief Executive Officer

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on this the _____ day
of _____, 2016 by William Hall, Chief Executive Officer of Dallas Area
Habitat for Humanity, Inc., a Texas nonprofit corporation, on behalf of said corporation.

Notary Public, State of Texas

AFTER RECORDING, RETURN TO:
Dallas County Planning and Development, 411 Elm Street, 3rd Floor, Dallas, Texas 75202

EXHIBIT A
PROPERTY

EXHIBIT 1

**2751 W.
Pleasant Run
Road:**

Lot 8, Block D of Beckley City Lots, an addition in the City of Lancaster, Dallas County, Texas as shown in INT201400285245 DD10072014 CO-DC 0025000400800 4CN00250004 recorded in Deed Records of Dallas County, Texas.

**2819 W.
Pleasant Run
Road:**

Lot 7, Block D of Beckley City Lots, an addition in the City of Lancaster, Dallas County, Texas as shown in INT201400285246 DD10072014 CO-DC 0025000400700 4CN00250004 recorded in Deed Records of Dallas County, Texas.

Exhibit C

Estimated House Budget 2016 - W. Pleasant Run Addresses

Description	Budget
Lot Acquisition	4,500.00
Home Sale Closing Costs	1,525.00
Lot Maintenance	100.00
Tree Removal/Mitigation	6,500.00
Site Survey	350.00
Geotech	1,302.00
Grading/Drainage Plan	120.00
Foundation Plan Design	50.00
Erosion Control	225.00
Signage	500.00
Building Permit - Dev	1,000.00
Dumpster drop	825.00
Port-a-let drop	100.00
Shipping Container Stock Items	587.04
Container ship to site	500.00
Temp Utility Services-Electric	499.99
Temp Utility Services-Water	500.00
Grading/ Lot Prep - Infill Lots	5,400.00
Foundation Turnkey	17,500.00
Survey-forms	200.00
Plumbing Rough	2,770.00
Electrical Underground	1.00
Foundation Inspection	40.00
Flatwork	4,800.00
Rough Grade	400.00
Roof Trusses	2,615.00
Frame I Walls Material	1,157.00
Frame II Joists/Rafters Material	856.00
Frame III Decking Material	2,472.00
Frame IV Cornice Material	701.34
Termite Pre-treat (Borate)	150.00
Windows	993.00
Framing Labor	9,679.00
Wall Shop Framing Lumber	1,905.32
Plumbing Top-OUT	3,000.00
Site Security	380.00
Electrical -rough	2,125.00
GIK Electrical - Square D	1,014.00
HVAC - Rough	3,174.00
Security Prewire - Rough	198.00
Siding Material	464.80
Siding Labor	4,944.00
Roofing Material	2,545.00
Roofing Labor	2,630.00
Pest Treatment	80.00
Sheetrock Turnkey	4,118.45
GIK Insulation - Dow	1,240.51
Insulation Turnkey - Foam	4,790.00
Brick Labor	1,999.20
Brick Material	1,485.12
Trim I - Interior Material	314.24
Doors - Interior	1,147.00

Doors - Exterior	563.00
Paint Interior - Labor	1,318.00
GIK Paint Interior - Valspar	1,474.00
Fence	2,092.50
GIK Floor Tile - Dal Tile	1,200.00
Floor Tile Install Labor	1,250.00
Doors - Garage	334.00
Cabinets and installation	3,760.00
Countertops - Laminate	425.00
Fill Dirt	300.00
GIK Paint Exterior - Valspar	485.50
Final Grade	400.00
Plumbing Trim	2,092.00
GIK Plumbing - Kohler	2,277.95
HVAC Trim	2,116.00
HVAC Cage	250.00
Lighting	485.00
Security Prewire - Trim	132.00
Hardware	318.00
Mirrors	55.80
LEED Pre Drywall Insp, Reg, Cert	1,190.00
Electrical Final	1,280.00
Gutters	675.00
Rough Clean	106.00
Sod	680.00
Trees	761.00
Van Restock/House Punch Items	100.00
Flowers/Mulch	586.00
GIK Refrigerator - Whirlpool	849.00
GIK Stove - Whirlpool	435.00
Appliances - Hood	54.00
Appliances - Dishwasher	241.00
HQS Inspection	235.00
Flooring - Carpet	1,850.00
Final Clean	100.00
Appraisal	225.00
House Dedication Supplies	74.69
Job Supervision	6,500.00
Homeownership Services (Homebuyer Recruitme)	4,212.00
Home Sale Closing Costs	2,000.00
Total	149,955.45

Abbreviations

abv	above	fin	finish	mtl	metal	sched	schedule
alf	above finish floor	lf	finish floor	min	minimum	sect	section
add	addendum	fo	fire extinguisher	nir	mirror	sht	sheet
ac	air conditioning	fr	fire retardant or fire rated	misc	miscellaneous	sim	similar
alt	alternate	flg	flushing	nuil	multin	sl	slope
alum	aluminum	flr	floor (ing)	nom	nominal	spec	specification(s)
ab	anchor bolt	lv	footing	nic	not in contract	sq	square
		lv	fluid vent	nts	not to scale	std	standard
		lv	fluid vent	no	no	stl	steel
btw	between					struc	structural
blk	block	ga	gage, gauge			susp	suspended
blkg	blocking	galv	galvanized	oc	on center(s)		
bltg	building	gc	general contractor	opng	opening	tel	telephone
bo	bottom of	gl	glass, glazing	opph	opposite hand	thk	thick (ness)
		gyp	gypsum board	od	overflow drain	thrsh	threshold
cab	cabinet	hbd	hardboard	oh	overhead	t&g	tongue and groove
cpt	curtup	hdw	hardware			to	to top of joist
clg	ceiling	hwr	hardwood	pr	pair	typ	typical
cl	center line	hdr	header	pkg	parking		
clr	clear (ance)	htg	heating	pvtnt	paviment	ul	Underwriter's Laboratories unless noted otherwise
col	column	hvac	heating/ventilation/A/C	plam	plastic laminate	uno	unless noted otherwise
conc	concrete	ht	height	pl	plate		
cont	continue (ous)	hb	hose bibb	plywd	plywood	var	varies
ct	control joint			pvc	polyvinyl chloride	vert	vertical
				provide	furnish & install		
diag	diagonal	id	inside diameter	qty	quantity	wh	water heater
diam	diameter	insul	insulate (d)			wc	water closet
dim	dimension	int	interior	rad	radius	wp	waterproofing
dh	double hung			rd	root drain	wdw	window
ds	downspout	jt	joint	ref	refrigerator	wv	without
dwg	drawing	jsl	joist	reqd	required	wd	wood
fl	drinking fountain	lam	laminated(d)	ra	return air		
		lav	lavatory	rev	revision(s), revised		
ea	each	lft	left hand	rh	right hand		
elec	electrical (al)	lht	left hand	row	right of way		
el	elevation	ll	light	rm	room		
eq	equal	mfr	manufacturer(r)	ro	rough opening		
exh	exhaust	ms	masonry				
ej	expansion joint	mo	masonry opening				
exp	exposed	max	maximum				
ext	exterior						

General Notes

- Dimensions are to face of wallboard unless noted otherwise.
- All dimensions are to be field verified for correctness. If any deviations or discrepancies occur, contact the architect for verification immediately.
- Written dimensions on these drawings shall take precedence over scaled dimensions. Do not scale drawings.
- The general contractor and all subcontractors shall carefully review the drawings, specifications, details and notes for information regarding the scope of work intended.
- All work relating to this construction shall comply with the U.S. Department of Labor, occupational safety and health standards, and all related local building codes and ordinances.
- The general contractor shall coordinate door operation and locking hardware with the owner prior to installation.
- Neatly drillout all openings required for conduit, receptacles, and wiring in casework assemblies.
- Contractor shall provide blocking as required to support stair handrails, toilet accessories, janitorial equipment, cabinetry, and all other items mounted or hanging on wall surfaces.
- All wood referenced in these documents is to be fire retardant u.n.p.o. All fire resistive ratings are assumed to be thermally unrestrained.
- The general contractor is responsible for verifying that all specified UL Design requirements are met.
- Contractor shall protect existing building conditions at all times during construction period.

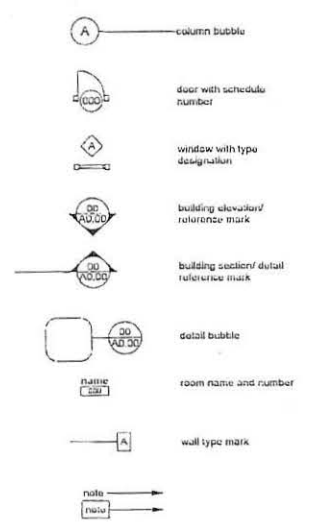
Habitat Construction Guidelines

- General Construction Notes:**
- All structural wood framing to be #2 yp or better as graded by the mill.
 - All wood framing in contact with concrete shall be pressure treated w/ capillary break installed.
 - All framing exposed to weather shall be treated.
 - All concrete to be 3000 psi at 28 days.
 - Provide anchor bolts or mud sill anchors at 48" oc min.
 - All first floor framing of 2 story units to be 16" oc with (2) 2x12 headers.
 - All single story and second story framing of 2 story units to be 2'-0" oc with (2) 2x6 headers unless noted otherwise.
 - Roof deck to be 7/16" osb with staggered joints.
 - Roof system must be engineered clear span.
- Plumbing Notes:**
- Installation of all plumbing, piping, and fixturing shall comply with all requirements of the national plumbing code (latest edition) and applicable city requirements.
 - All sink and shower faucets shall be single lever design.
 - Provide ice maker supply at refrigerator.
 - All fixtures shall comply with max flow requirements.
 - Install hose bibs where shown on plan.
- Accessibility Guideline Notes:**
- Exterior entrance: 36" door and no step entrance on at least one exterior door. A threshold of no more than 1/2" is considered to be "no step".
 - See electrical notes for additional information.

Code Analysis

Occupancy :	R3 - Single Family Residential
Project Size:	2104 gsf
Parking:	2 garage space 2 driveway space
Energy Code Notes	
Construction will comply (at a minimum) with Energy Star (plus Indoor Air Package) and applicable energy codes plus the following:	
Dallas Simplified Prescriptive (IRC)	
Insulation:	Ceiling-Attic R-38 min Ceiling-Roof R-22 min Walls R-13 min
Doors:	U-Factor Max 0.35
Dallas Simplified Glazing Options:	
Glazing	Max 20%
U-Factor	Max 0.35
Solar Heat Gain	Max 0.27
HVAC:	15.0 secur min

Symbols



Perspective



Scope of Work

Single family residence: four bed, two bath, with attached two car garage. Construction to be wood frame, slab on grade, with combination of Hardie board and brick facade materials.

Area Schedule:

Air Conditioned Area:	1578
Garage:	425
Front Porch:	79
Back Porch:	22
Total Area:	2104

Sheet List

A0.00	Cover Sheet
Architectural	
A2.11	Floor Plan
A2.21	Foundation Outline Plan
A2.31	Roof Plan
A3.11	Exterior Elevations & Schedules
A3.12	Exterior Elevations
A3.13	Exterior Finish Schemes
A4.11	Building Standards
A4.12	Wall Sections
A4.13	Section Details
A4.14	Section Details
A5.11	Interior Elevations
A5.12	Interior Finish Schemes
A7.11	RCP

Habitat Prototype Redesign
Hawthorne R

Exterior Color Scheme

Interior Color Scheme

Dallas, TX

Construction Set
23 September 2015



DSGN Associates, Inc.
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Owner
Dallas Area Habitat for Humanity

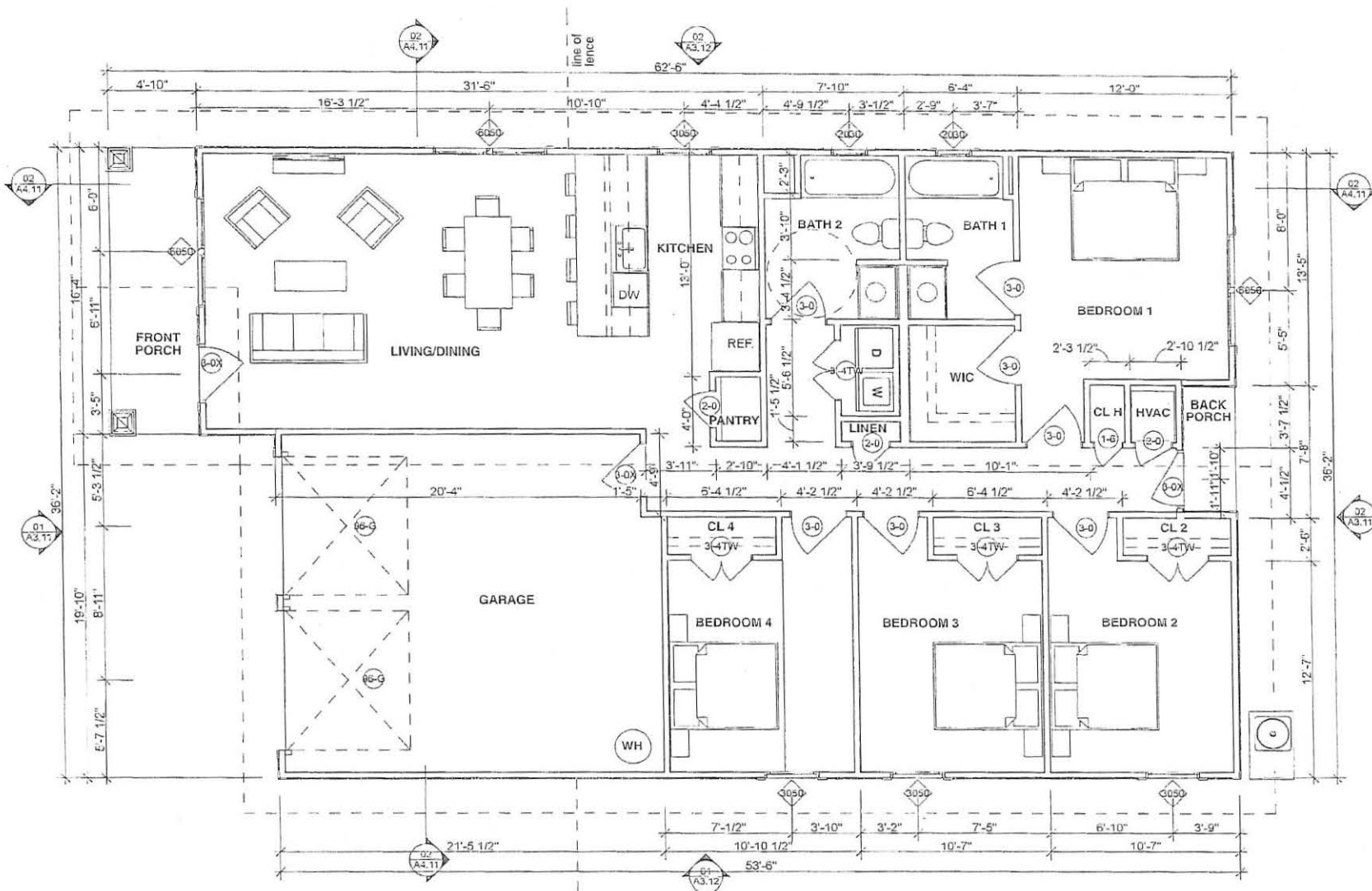


23 September 2015
Signed under the authority of
Robert L. MacKessel, FAIA.

Habitat Prototype Redesign
Hawthorne R
Dallas, TX
10/08/15

19 Mar 15	Preliminary Plan Revisions
08 Apr 15	Updated Plans
13 Apr 15	Updated Plans & Elevations
15 Jul 15	Permit Set for Owner Review
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23 Sept 15	Construction Set

Cover Sheet
A0.00



01 Floor Plan
SCALE: 3/16" = 1'-0"



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Owner: Dallas Area Habitat for Humanity

Architect: DSDN Associates, Inc.



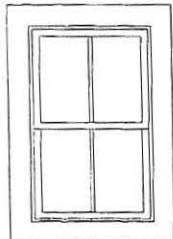
23 September 2014
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Dallas, TX
1508.00

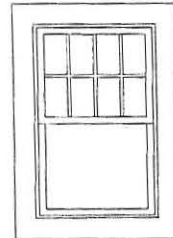
18 Mar 15 Preliminary Plan Revisions
08 Apr 15 Updated Plans
13 Apr 15 Updated Plans & Elevations
12 Jul 15 Permit Set for Owner Review
27 Jul 15 Permit Set
23 Sep 15 Construction Set

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Floor Plan
A2.11



Window Style: 2 over 2



Window Style: 8 over 1

*reference exterior finish schemes for window style per elevation

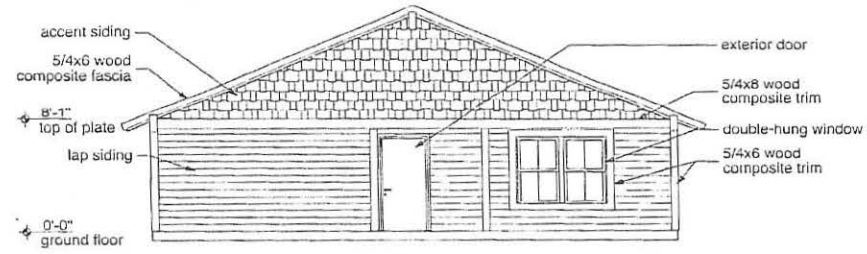
02 Window Style Options
NOT TO SCALE

Finish Key	
CPT - carpet	
CT - floor tile	
PT - paint	
WD - wood base painted to match trim	

Room	Room Finish Schedule					Note/Remarks
	Finish			Ceiling		
	floor	base	walls	finish	height	
living/dining	CPT	WD	PT	PT	8'-0"	
kitchen	CT	WD	PT	PT	8'-0"	
hall	CPT	WD	PT	PT	8'-0"	
bedroom 1	CPT	WD	PT	PT	8'-0"	
bedroom 2	CPT	WD	PT	PT	8'-0"	
bedroom 3	CPT	WD	PT	PT	8'-0"	
bedroom 4	CPT	WD	PT	PT	8'-0"	
bath 1	CT	WD	PT	PT	8'-0"	
bath 2	CT	WD	PT	PT	8'-0"	

Door Schedule			
Door			quantity
door #	width	height	
1-6	1'-6"	6'-8"	1
2-0	2'-0"	6'-8"	3
3-0	3'-0"	6'-8"	7
3-0X	3'-0"	6'-8"	3
3-1	3'-0"	6'-8"	4
3-2	3'-0"	6'-6"	2

Window Schedule			
window #	width	height	quantity
2030	2'-0"	3'-0"	2
3050	3'-0"	5'-0"	4
6050	6'-4"	5'-0"	3



02 Rear Elevation
SCALE: 1/8" = 1'-0"



01 Front Elevation
SCALE: 1/8" = 1'-0"



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23 September 2015
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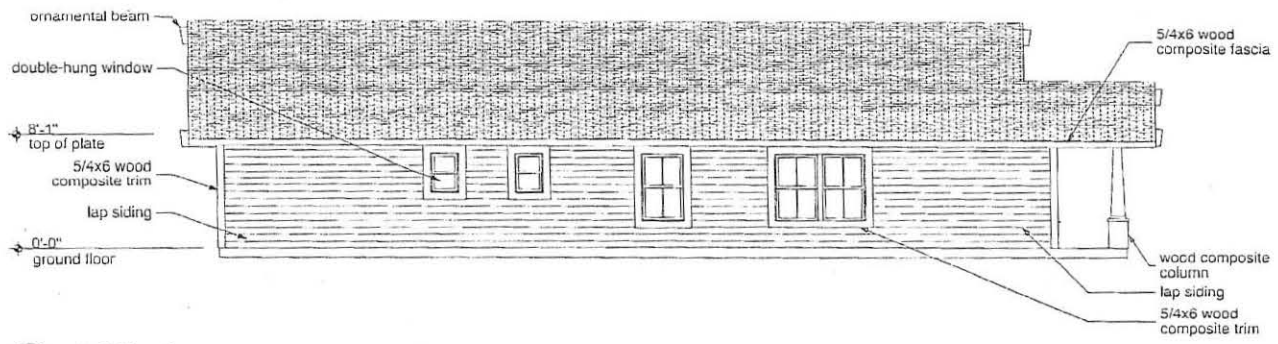
Habitat Prototype Redesign
Hawthorne R
Dallas, TX
1508.00

19 Mar 15	Preliminary Plan Revisions
28 Apr 15	Updated Plans
16 Apr 15	Updated Plans & Elevations
10 Jul 15	Permit Set for Demolition
27 Jul 15	Permit Set
23 Sep 15	Construction Set

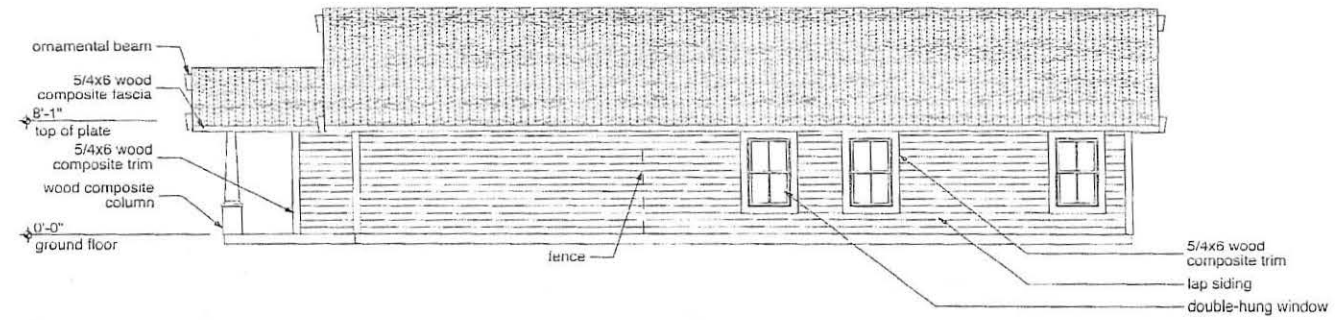
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Exterior Elevations
and Schedules

A3.11



02 Left Elevation
 SCALE: 1/8" = 1'-0"

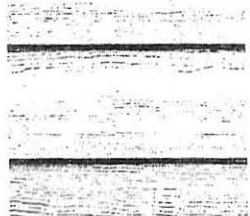


01 Right Elevation
 SCALE: 1/8" = 1'-0"

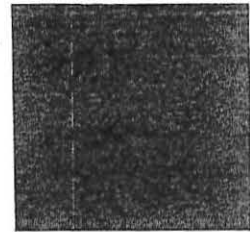
Option A



Roofing: CertainTeed - Weathered Wood



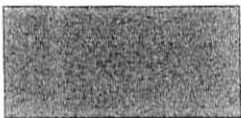
Accent Siding: Hardie - Sail Cloth
(If painted use Sherwin Williams - SW 6119)



Primary Siding: Hardie - Evening Blue
(If painted use Sherwin Williams - SW 6235)

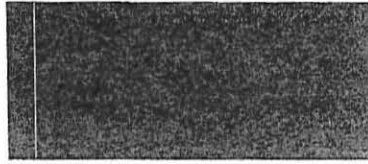
Window Style: 2 over 2

Trim: Sherwin Williams - SW 7006 Extra White

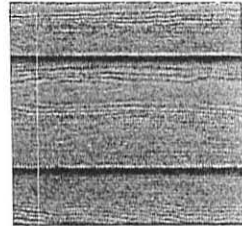


Door Color: Sherwin Williams - SW 5431 Leapfrog

Option B



Roofing: CertainTeed - Weathered Wood



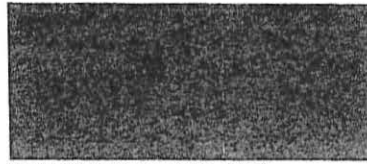
Primary Siding: Hardie - Heathered Moss
(If painted use Sherwin Williams - SW 2826)

Window Style: 2 over 2

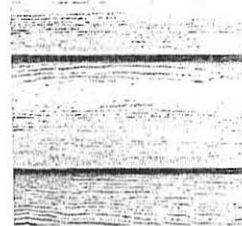
Trim: Sherwin Williams - SW 7006 Extra White

Door Color: Sherwin Williams - SW 6675 Afternoon

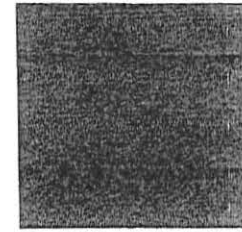
Option C



Roofing: CertainTeed - Heather Blend



Accent Siding: Hardie - Navajo Beige
(If painted use Sherwin Williams - SW 6155)



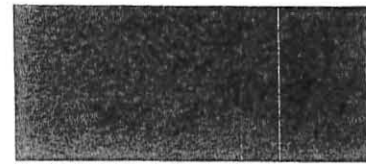
Primary Siding: Hardie - Timber Bark
(If painted use Sherwin Williams - SW 0038)

Window Style: 8 over 1

Trim: Sherwin Williams - SW 7005 Pure White

Door Color: Sherwin Williams - SW 6675 Afternoon

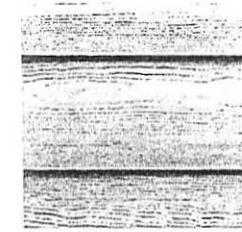
Option D



Roofing: CertainTeed - Heather Blend



Accent Siding: Hardie - Sail Cloth
(If painted use Sherwin Williams - SW 6119)



Primary Siding: Hardie - Cobble Stone
(If painted use Sherwin Williams - SW 7043)

Window Style: 8 over 1

Trim: Sherwin Williams - SW 7005 Pure White



Door Color: Sherwin Williams - SW 6615 Peppery



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Architect
DSDN Associates, Inc.



23 September 2015
Issued under the authority of
Robert L. Mecklesael, F.A.I.A.

Habitat Prototype Redesign
Hawthorne R
Dallas, TX
1504.00

19 Mar 15 Preliminary Plan Revisions
08 Apr 15 Updated Plans
12 Apr 15 Updated Plans & Elevations
22 Jul 15 Permit Set for Overall Review
23 Jul 15 Permit Set
03 Sep 15 Construction Set

Exterior Finish
Schemes

A3.13

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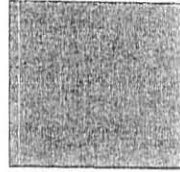
Option A

Plastic Laminate: Wilsonart - Natural Cotton 4946-38



Wood Cabinets: Oak - Sarsaparilla

Option B



Plastic Laminate: Wilsonart - Pewter Mesh 4878-38



Wood Cabinets: Oak - Wheat

Option C

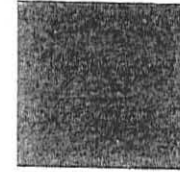


Plastic Laminate: Wilsonart - Mystique Moonlight 4757-60



Wood Cabinets: Oak - Sarsaparilla

Option D

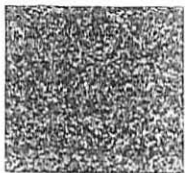


Plastic Laminate: Wilsonart - Smoky Topaz 4589K-07



Wood Cabinets: Oak - Wheat

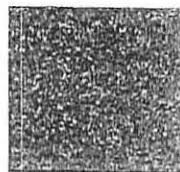
Tile: Daltile - Alta Vista - Desert Sand AV50



Carpet: Shaw Floors - Take Part - 720 River Slate



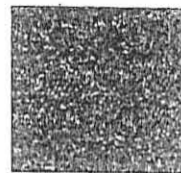
Tile: Daltile - Heathland - White Rock HL01



Carpet: Shaw Floors - Take Part - 501 Stormy Night



Tile: Daltile - Esta Villa - Garden White EV97



Carpet: Shaw Floors - Take Part - 501 Stormy Night



Tile: Daltile - San Michele - Crema Vein-Cut SI40



Carpet: Shaw Floors - Take Part - 107 Fawn



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23 September 2019
Issued under the authority of
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Hawthorne R
Dallas, TX
1508.00

19 Mar 15 Preliminary Plan Revisions
05 Apr 15 Updated Plans
10 Apr 15 Updated Plans & Revisions
15 Jul 15 Permit Set for Owner Review
27 Jul 15 Permit Set
22 Sept 15 Construction Set

Interior Finish
Schemes

A5.12

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ELECTRICAL LEGEND

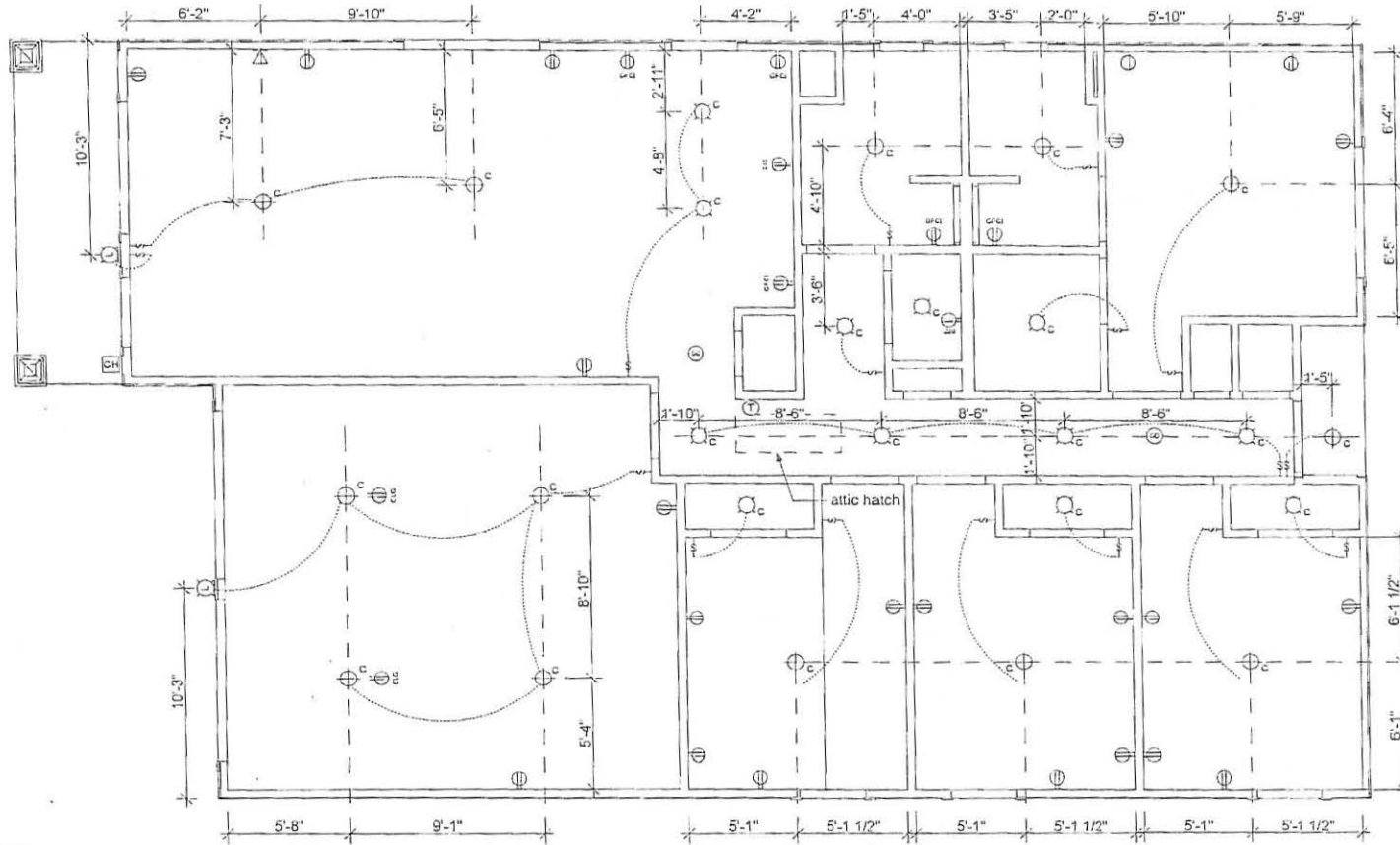
- | | | | |
|--|--------------------------|--|---------------------------|
| | duplex | | recessed ceiling light |
| | ground fault interrupted | | porch light |
| | ceiling mounted duplex | | flush mount ceiling light |
| | 220V | | vanity light |
| | jbox direct connect | | door chime |
| | wall switch | | smoke detector |
| | data/television | | thermostat |

ELECTRICAL NOTES

1. electrical panels, breaker boxes, light switches, thermostat and chime button to be mounted at 42" above finish floor to center of device
2. installation of all piping, wiring and fixturing shall comply with all requirements of the national electrical code (latest edition) and applicable city requirements
3. circuit loads shall comply with requirements of the national electric code
4. install fan rated light boxes and supports in living room and bedrooms
5. door chimes shall be located in hall, central to bedrooms. chime transformer to be located in attic or closet
6. load center 150 amp nema 3r, w/ breaker for 120/240 volt, 1 phase, 60h service entry
7. raceway: #14-26 (minimum) copper romex concealed
8. range receptacle: 240v, 50 amp, single w/ cover plate
9. duplex receptacles: 120v, 15 amp, arc-fault protected duplex w/ cover plate
10. receptacles: gfcı, 120v, 15 amp, duplex w/ cover plate
11. switches: single and 3 way, 120 v, 15 amp w/ cover plate
12. smoke detectors: 120 v, hard wired interconnected with battery backup
13. breaker boxes must be in an enclosed area on the first floor
14. electrical plugs/duplexes to be mounted at 18" minimum above finish floor to center of device
15. duplex outlet under sink to be one full time outlet for dish washer and one switched outlet for future disposal

MECHANICAL NOTES

1. installation of all mechanical equipment, ductwork and accessories shall comply with all requirements of the national mechanical code (latest edition) and applicable city requirements.
2. minimum hvac value to be 15 seer.
3. all exhaust fans to be ducted to outside (bathrooms, range hood exhaust, etc.)



01 RCP
SCALE: 3/16" = 1'-0"



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23 September 2012
Issued under the authority of
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Habitat Prototype Redesign
Hawthorne R
Dallas, TX
1008.00

10 Mar 15	Preliminary Plan Revisions
08 Apr 15	Updated Plans
12 Apr 15	Updated Plans & Elevations
15 Jul 15	Permit Set for Owner Review
27 Jul 15	Permit Set
24 Sep 15	Construction Set

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RCP
A7.11

**Proposed Properties
in Relation to Census Tracts**

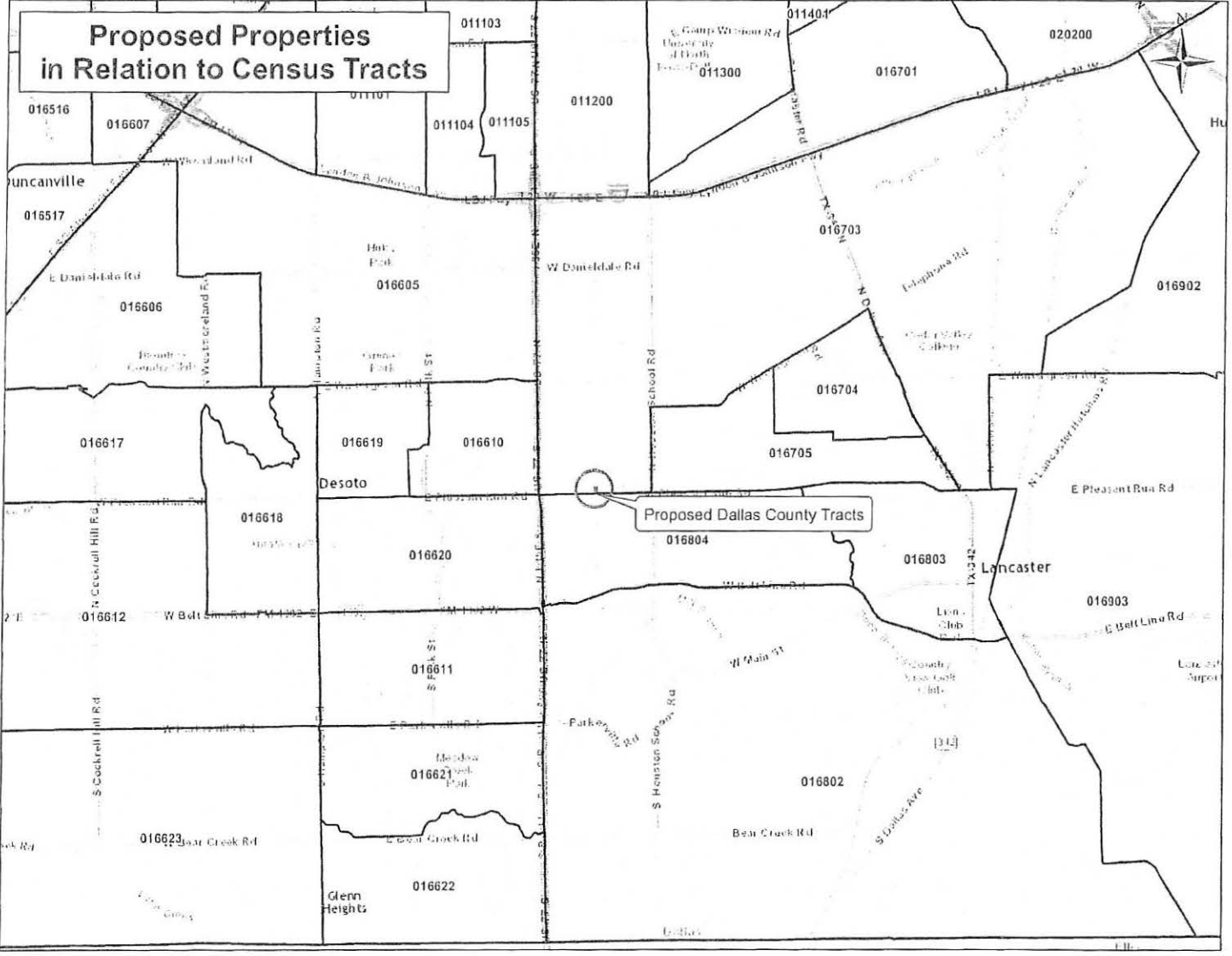


EXHIBIT D

1. INSURANCE

- 1.1 Borrower agrees that at all times during the Term of this Agreement it will maintain for itself, including its officers, employees, agents, representatives, volunteers, and independent/sub-contractors, or require its volunteers and subcontractors to maintain, in full force and effect, insurance as provided herein.
- 1.2 Within ten (10) days after the effective date of this Agreement, Borrower shall furnish, at its sole cost and expense, the following minimum insurance coverage. Such insurance is a condition precedent to commencement of any Work under this Agreement. Borrower shall, in the stated ten (10) day period, furnish to the Dallas County Director of Planning and Development (at the address provided below in this Insurance Section) verification of the insurance coverage in the type and amount required herein, meeting all conditions in this Agreement, by an insurance company reasonably acceptable to County and authorized to do business in the State of Texas. Such insurance shall show the County as the certificate holder (general liability insurance). Coverage dates shall be inclusive of the Agreement Term and each renewal period, if any.
- 1.3 Such insurance shall provide, at a minimum, the following coverages:
- 1.3.1 Statutory Workers' Compensation Insurance that meets the requirements of the Texas Workers' Compensation Act, Title 5, Subtitle A of the Texas Labor Code, or, if self-insured, then Borrower must provide to County evidence of a certificate issued by the Workers' Compensation Commission approving such self-insurance. If Borrower has no employee (as defined by the Texas Workers' Compensation Act), Borrower shall provide County with a sworn Affidavit stating that there is no employee in lieu of a Certificate of Insurance. In the event that any Work is sublet Borrower shall require the subcontractors to similarly provide Workers' Compensation Insurance for all of the subcontractors' employees, unless such employees are afforded protection by Borrower. Borrower shall bear the burden of all workers' compensation coverage for all of its subcontractors and subcontractors' employees who do not have workers' compensation coverage. Borrower also represents that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with an appropriate insurance carrier, or in the case of self-insurance, with the Texas Workers' Compensation Commission. Providing false or misleading information may subject Borrower to administrative penalties, criminal penalties, civil penalties or other civil actions.

Types of Coverage

Limits of Liability

Workers' Compensation

Statutory

1.3.2 Professional Liability Insurance or Errors and Omissions Insurance. Borrower shall require all subcontractors rendering professional services to BORROWER for the Project to maintain sufficient errors and omissions insurance in a minimum amount of One Million Dollars and 00/100 (\$1,000,000.00) per occurrence with certificates of insurance evidencing such coverage to be provided to County. Borrower shall require subcontractors rendering professional services for the Project to indemnify County for damages resulting from defects, errors, and omissions and to maintain during the Term of this Agreement and for an additional five (5) years from the effective date of cancellation, termination, or expiration of this Agreement the insurance coverage described in this Section 1.3.2. This Section 1.3.2 specifically includes any professionally licensed architect or engineer which is a subcontractor on the Project.

1.3.3 Commercial General Liability Insurance, including Contractual Liability Insurance. Borrower shall maintain Commercial General Liability Insurance coverage for the following: (a) Premises Operations; (b) Independent contractors or consultants; (c) Products/Completed operations; (d) Personal injury; (e) Contractual liability; and (f) Broad form property damage, to include fire legal liability. Such insurance shall carry a limit not less than One Million Dollars and 00/100 (\$1,000,000.00) for bodily injury, property damage, and blanket contractual coverage per occurrence with a general aggregate of Two Million Dollars and 00/100 (\$2,000,000.00) and products and completed operations aggregate of One Million Dollars and 00/100 (\$1,000,000.00).

1.3.4 Commercial Automobile Liability Insurance. Prior to using or causing to be used a motor vehicle other than a vehicle for hire (i.e. cab), Borrower shall furnish to County a certificate showing commercial auto liability insurance covering all owned, hired and non-owned vehicles (excluding cabs) used in connection with the work performed under this Agreement, with the minimum combined single limits of bodily injury and property damage not less than \$100,000/\$300,000/\$100,000 or combined single limit of \$400,000 each occurrence with respect to Borrower's owned, hired, and non-owned vehicles assigned to or used in performance of this Agreement.

1.4 Insurance Lapse. Pursuant to Section 94.73 of the Dallas County Code, if Borrower fails to maintain the insurance required under the Agreement continuously at all times during the Term of the Agreement, or otherwise has a lapse in any of the required insurance coverage, including workers' compensation coverage, Borrower shall reimburse County for any and all costs, including reasonable attorney's fees incurred by County in curing said default. In the event of any insurance lapse, County shall retain five percent (5%) of the value of the total Agreement sum for a period of six (6) months from the date of the cure of the insurance lapse or the date the Agreement has ended, whichever is later, to cover County's potential exposure to liability during the period of the insurance lapse.

In the event that Borrower does not maintain any and all insurance as required by

this Agreement, Borrower shall immediately cure such lapse at Borrower's sole cost and expense, and pay County in full for all costs and expenses incurred by County under the Agreement as a result of Borrower's failure to maintain insurance, including, but not limited to, any and all costs and reasonable attorney's fees relating to County's efforts to cure such lapse in insurance coverage. Such costs and attorney's fees, which shall not exceed One Thousand Five Hundred Dollars and No Cents (\$1,500.00), shall be automatically deducted from monies owed to Borrower by the County under the Agreement. If the monies owed to Borrower under the Agreement are less than the amount required to cure the lapse in coverage, Borrower shall pay such monies to County upon written demand. Moreover, upon any lapse of the required insurance by Borrower, County shall immediately retain five percent (5%) of the total value of the Agreement to cover County's potential exposure to liability during the period of such insurance lapse. The five percent (5%) retainage shall be immediately deducted from any monies due to Borrower by County under the Agreement and held by County for a period of six (6) months from the date of the cure of the insurance lapse or a period of six (6) months from the date the Agreement has terminated, expired, or otherwise ended, whichever is later. If no claim is received by or lawsuits filed against County for any applicable matters, accidents or injuries that occurred during the lapse of insurance, the retainage shall be promptly returned to Borrower upon written request. Notwithstanding the foregoing, in the event a claim is received by or lawsuit is filed against County for applicable matters, accidents, or injuries that occurred during Borrower's insurance lapse, County shall use the retainage to defend, pay costs of defense, or settle any and all such claims, lawsuits, or judgments, with any and all amounts in excess of the retainage to be paid by Borrower upon written demand by County.

1.5 Borrower agrees that, with respect to the above reference insurance, all insurance contracts/policies will contain the following required provisions:

1.5.1 Name County as an additional insured (as the interest of each insured may appear) as to all applicable coverage.

1.5.2 This insurance shall not be canceled, limited in scope or coverage or non-renewed until after thirty (30) calendar days prior written notice or ten (10) calendar days for non-payment of premium has been given by the insurance company to County.

1.5.3 Provide for an endorsement that the "other insurance" clause shall not apply to County where County is an additional insured on the policy.

1.5.4 Provide for notice to County to the person and at the address shown below by certified mail, return receipt requested, full postage paid, sent to:

Dallas County Commissioners Court
Planning and Development
Attention: Rick Loessberg
411 Elm Street, 3rd Floor
Dallas, TX 75202

- 1.5.6 Borrower agrees to waive subrogation, and each applicable policy of insurance shall state a waiver of subrogation, against County, its elected officials, officers, employees, agents and representatives for injuries, including death, property damage and/or any other loss.
- 1.7 Borrower shall be solely responsible for all cost of any insurance as required here, any and all deductible amount, which in no event shall exceed ten percent (10%) of the amount insured and in the event that an insurance company should deny coverage.
- 1.8 It is the intent of these requirements and provisions that insurance cover all cost and expense so that County will not sustain any expense, cost, liability or financial risk as a result of the performance of Services by Borrower under this Agreement.
- 1.9 Insurance Certificates. The certificates of insurance shall list County as the certificate holder. All insurance policies or duly executed certificates for the same required to be carried by Borrower under this Agreement, together with satisfactory evidence of the payment of the premium thereof, shall be delivered to the Dallas County Director of Planning and Development, Rick Loessberg, 411 Elm Street, 3rd Floor, Dallas, Texas 75202 within ten (10) days of the Effective Date, and/or renewal of this Agreement and upon renewals and/or material changes of such policies, but not less than fifteen (15) days prior to the expiration of the term of such coverage, or such non-delivery shall constitute a default of this Agreement subject to immediate termination at County's sole discretion.
- 1.10 All insurance coverage shall be on a per occurrence basis or a per claim basis if Borrower provides for five (5) year tail coverage, unless specifically approved in writing and executed by the County's Planning and Development Director and Risk Manager.
- 1.11 All insurance required to be carried by Borrower and/or subcontractors under this Agreement shall be reasonably acceptable to County in form and content. All policies shall be issued by an insurance company reasonably acceptable and satisfactory to County and authorized to do business in the State of Texas. Acceptance of or the verification of insurance shall not relieve or decrease the liability of Borrower.
- 1.12 Minimum insurance is a condition precedent to any services or Work performed under this Agreement and for the entire Term of this Agreement, including any renewals or extensions. In addition to any and all other remedies County may have upon Borrower's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, or such insurance lapses, is reduced below minimum requirements or is prematurely terminated for any reason, County shall have the right:
- 1.12.1 To order Borrower to stop work hereunder (this shall not constitute a suspension of work).

- 1.12.2 To withhold any payment(s) which become due to Borrower hereunder until Borrower demonstrates compliance with the requirements hereof and assurance and proof acceptable to the County that there is no liability to County for failure to provide such required insurance;
- 1.12.3 To, at its sole discretion, declare a material breach of this Agreement, which, at County's discretion may result in:
- (i) Termination of this Agreement;
 - (ii) Demand on any bond, as applicable;
 - (iii) The right of County to complete this Agreement by contracting with another party. In such a case, Borrower will be fully liable for the difference between the original Agreement amount and the actual price paid, which amount is payable to County by Borrower on demand; or
- 1.12.4 To utilize any combination of above remedies listed in this Section 1.12.
- 1.13 Approval, disapproval, or failure to act by County regarding any insurance supplied by Borrower shall not relieve Borrower of full responsibility or liability for damages and accidents as set forth herein. Neither shall bankruptcy, insolvency, or denial of liability by any insurance company exonerate Borrower from liability.
- 1.14 Acceptance of the Work or failure to act by County shall not constitute nor be deemed a release of the responsibility and liability of Borrower, its employees, associates, agents or subcontractors for the accuracy and competency of their Work; nor shall such acceptance be deemed an assumption of responsibility or liability by County for any defect in the Services performed by Borrower, its employees, subcontractors, and agents.
- 1.15 Nothing herein contained shall be construed as limiting in any way the extent to which Borrower may be held responsible for payments of damages to persons or property resulting from Borrower or its subcontractor's performance of the Services covered under this Agreement.
- 1.16 The provisions of this Exhibit E shall survive termination or expiration of this Agreement or any determination that this Agreement or any portion hereof is void, voidable, invalid, or unenforceable.

EXHIBIT E

**DALLAS COUNTY
COMMUNITY HOUSING DEVELOPMENT ORGANIZATION (CHDO)
HOMEBUYER APPLICATION**

8/2013

APPLICANT INFORMATION			
Last Name:		First:	Middle:
Address:		Apt#:	
City:		State:	ZIP: Years Education:
SSN#: _____-____-_____	Date of Birth:		Race:
Phone# Home:	Work #:	Email:	
Emergency Contact Name:		Phone:	Relationship
Marital Status - check one: Married: _____ Single/Un-married: _____ Separated: _____			
Employer:		Occupation:	
Employment Verification Contact:		Phone#:	Fax:
Monthly Income from above employer: \$		Years/Months on Job:	
Other Income: \$ _____ month	Source:	Previous Employer:	
CO - APPLICANT INFORMATION			
Last Name:		First:	Middle:
Address:		Apt#:	
City:		State:	ZIP:
SSN#: _____-____-_____	Date of Birth:		Race:
Phone# Home:	Work #:	Email:	
Emergency Contact Name:		Phone:	Relationship:
Marital Status - check one: Married: _____ Single/Un-Married: _____ Separated: _____			
Employer:		Occupation:	
Employment Verification Contact:		Phone#:	Fax:
Monthly Income from above employer: \$		Years/Months on the Job:	
Other Income: \$ _____ month	Source:	Previous Employer:	

Household Ethnicity: (select only one):

- Hispanic or Latino
- Not Hispanic or Latino

Race: (select one or more)

- American Indian or Alaska Native
- Asian Single Parent
- Black or African American
- Native Hawaiian or Other Pacific Islander
- White

Applicant Gender:

- Male Female

Family Information: (select one)

- Single
- Elderly (62+)
- Two Parents
- Other

Age: _____



HOUSEHOLD COMPOSITION – List the head of household and all other persons who reside in the home. *Use more pages.*

Full Name	Relationship to Head of Household	Age	Receiving Income Y/N

HOUSEHOLD ASSETS – Checking Accounts, Savings Accounts, 401K or other accounts with savings

Name on Acct.	Type of Acct.	Financial Inst. Name	Acct #	Acct. Balance

MONTHLY DEBTS – List all loans, monthly payments, credit cards, child care/support, etc. that you pay .

Creditor Name	Monthly Payment Amount	Balance Owed

THE FOLLOWING QUESTIONS TO BE ANSWERED BY BORROWER & CO-BORROWERS

Use a separate sheet of paper to list any details that apply to any co-borrower.

YES NO

Has anyone in the household owned a home or real estate in the last 3 years?

If Yes, is it still owned Yes _____ No _____. If sold, when was it sold _____

Have you declared Bankruptcy in the last 7 years?

Do you have any outstanding judgments against you?

Are you a party to any active lawsuit at this time?

Are you obligated to pay alimony or child support?

Are you a co-signor on any loans?

Do you have money saved for a down payment? If Yes, how much \$ _____

Are you using any other Housing or Down-Payment Assistance Program?

If Yes, list the name & type of assistance. _____

REALTOR / LENDER INFORMATION: If working with a Realtor or Lender please provide their information.

Realtor/Lender Name	Company Name	Contact Phone #
Realtor:		
Lender:		

PROPERTY INFORMATION – (If applicable) If you have an accepted contract or have made an offer on a property please complete the following.

Property Address	City	Sales Price

- All adults in the household must be co-applicants on the HOME/CHDO application & meet all HOME guidelines.
- All adults currently residing in the household on a permanent basis will be included to determine family size.
- All income received by the adult household members residing in the home will be counted as qualifying income.

APPLICANT(S) CERTIFICATION –



By signing this Dallas County Community Housing Development application, the applicant(s) verifies that the statements and information are true and correct to the best of the parties knowledge.

Section 101 of Title 18, U.S.C., "Department of Housing and Urban Development and Federal Housing Administration Transactions, provides: Whomever, for the purpose of influencing in any way the action of such Department - makes, passes, utters, or publishes any statement, knowing that same to be false - shall be fined not more than \$5,000 or imprisoned for not more than two years, or both." Other Federal statues provide severe penalties for any fraud or intentional misrepresentation made for the purpose of influencing the issuance of any guaranty or making of any loan.

Applicant / Co-Applicant Printed Name	Signature	Date
1.		
2.		
3.		
4.		

Dallas County CHDO homebuyer applications should only be made available to potential home buyers/applicants, not Realtors, Lenders or other parties. CHDO should only receive complete, original, date stamped applications from the potential home buyer. CHDO should send completed application, along with verifying information to:



**Dallas County Commissioners Court
 Planning and Development
 411 Elm Street, 3rd Floor, Dallas TX 75202
 214-653-6359**

Dallas County HOME/CHDO HOMEBUYER APPLICATION/CHECKLIST



Instructions: CHDO should have applicant(s) complete all information requested here and on the CHDO/HOME Program Homebuyer Eligibility Application. Dallas County Planning and Development Department staff will review to determine income eligibility under the Community Housing Development Organization (CHDO) HOME Program. If you have any questions about completing the forms or what information to attach, please call (214) 653-6359. Please include copies of qualifying documents when submitting the applications.

Name of CHDO: _____

Representative/Telephone Number: _____

Purchase Property Address: _____

Applicant(s):

Applicant: ; _____ Co-Applicant: _____

Present Address: _____

Part One: Homebuyer Information

Submit items listed below in the order listed and as one complete packet:

Purchase Property Address: _____

Applicant/Co-Applicant: _____

Project Name: _____

- Dallas County HOME Program Eligibility Application (Signed by applicant and co-applicant)
- Current Tax Returns for applicant(s) (Most Recent Tax Return and the previous years' Return)
- Current Third Party Verification of Employment (Income) for all Persons 18 years old or older
- Copy of Driver's License (or ID Card), Social Security Card(s), and/or, if applicable, INS Permanent Resident Alien Card(s) or INS Work Authorization Documentation for Applicant(s)
- Approval Letter from City of Dallas for Applicant(s)
- Income Worksheet (To be completed by Dallas County)
- Homebuyer Education Certificate
- Affidavit - No Conflict of Interest (Signed and Notarized)
- HOME Program Eligibility Release Form (Signed)
- Title Commitment Appraisal Preliminary HUD 1 (if available) Contract

Part Two: Closing Information

- Purchase Price: \$ _____ Appraisal Value: \$ _____
- Total Release of Lien Amount Requested: \$ _____ Bedrooms _____
- Title Commitment for First Mortgage Lender which shows the County recordings of the HOME Loan Deed of Trust and Deed Restrictions
- First Lien Mortgage Lender: _____
- Name of Mortgage Lender's Trustee _____
- First-Lien Loan Amount (Amount of Mortgage Lender's Note/Lien): \$ _____
- Title Co./Contact Name/ Telephone Number _____

Part Three: Other Information from CHDO

CHDO MUST request the following items from the Title Co. immediately following the closing of the sale of the home to applicant.

- HUD-1 Settlement Statement and signed Deed Restriction Disclosure
- Recorded Documents for the Subordinate Lien, (2) executed Subordinate Lien Note, if applicable, and (3) recorded Deed of Trust for Subordinate Lien Note, as applicable.

**Dallas County
Community Housing Development Organization
(CHDO)
Program Disclosure/Certification**

Program Disclosure:

The Community Housing Development Organization (CHDO) HOME Program, available from Dallas County ("County"), provides subordinate-lien loans to CHDOs to help eligible low-to-moderate income homebuyers acquire their first home in the form of a construction subsidy loan. The property must be located at the CHDO Project Site within the city limits of Dallas, Texas and secured by HOME funds from the city of Dallas. The loan is interest free and the amount is based on the project agreement, funds availability, and the actual amount the CHDO borrowed from Dallas County to build the home. Under the loan agreement between the County and the CHDO, the prorata portion of the federal HOME Program loan made to the CHDO who developed the property and the home ("Property") will be forgiven if the terms and conditions of the Loan Agreement are not violated and the homebuyer is approved by Dallas County and the "City of Dallas" Housing Department as a low-to-moderate income family meeting the program requirements. Because federal HOME Program funds were used to help develop the Property, Deed Restrictions require, in part, that the homebuyer approved by Dallas County and the City of Dallas must: (a) occupy the property as the homebuyer's principal residence; (b) not move from, sell, transfer or convey the property or Improvements without prior notification to Dallas County Planning and Development and payment to Dallas County the unamortized portion of the HOME loan; (c) maintain the property and improvements in compliance with the city of Dallas codes, and (d) indemnify Dallas County.

Applicant's Certification:

I have read and understand the information provided herein and certify that all information given and furnished in this application is given for the purpose of obtaining HOME Program assistance. I certify that all information is true and complete to the best of my knowledge and belief. I agree to provide Dallas County with income source verification and authorize Dallas County and its designated agents to contact any source to solicit and/or verify information necessary for purposes of determining my eligibility for HOME Program assistance. I understand that any discrepancy or omission in the information I have provided may be subject to civil or criminal penalties. I understand that acceptance or approval of this application in no way constitutes a commitment by or obligation of Dallas County to provide assistance.

X _____
Signature of Applicant

Date

X _____
Signature of Co-Applicant

Date

AFFIDAVIT OF NO CONFLICT OF INTEREST

Before Me, the undersigned authority duly authorized to take acknowledgements and administer oaths, on this day personally appeared the borrower named below (whether one or more, "Applicant"), who after being duly sworn on oath states the following:

1. Applicant seeks Community Housing Development Organization (CHDO) HOME Program Assistance from Dallas County in conjunction with Applicant's acquisition of property located in Dallas, Texas.
2. Neither Applicant nor any of the Applicant's family members is an employee, agent consultant, officer or elected or appointed official of the City, County, State recipient, or subrecipient receiving HOME funds, or owner, developer, or sponsor of a HOME funded project, or an officer, employee, agent, elected or appointed official or consultant of the owner, developer, or sponsor of a HOME funded project.
3. Applicant hereby discloses the existence of a relationship by Applicant or one of Applicant's family members as clarified in Paragraph 2 above, who exercise or have exercised functions or responsibilities or are in a position to exercise a decision-making process or gain inside information with respect to HOME funded activities:
 - a. Name of person(s): _____
 - b. Nature of relationship: _____
 - c. Entity Involved: _____

4. Applicant understands that this Affidavit is given as a material inducement as part of Borrower's application to obtain CHDO HOME Program assistance and that any false statements, misrepresentations or material omissions may result in civil or criminal liabilities.

IN WITNESS WHEREOF, the undersigned has executed this Affidavit on the _____ day of _____, 20~~13~~.

Applicant

Co-Applicant

SWORN TO AND SUBSCRIBED before me by _____ on _____ to certify which witness my hand and seal of office.

(SEAL) Notary Public, State of Texas _____
My Commission Expires on _____

SWORN TO AND SUBSCRIBED before me by _____ on _____, to certify which witness my hand and seal of office.

(SEAL) Notary Public, State of Texas _____
My Commission Expires on _____

CONSENT FORM

Applicant(s) gives consent to the mortgage lender or lending institution to whom Applicant (s) has made an application for mortgage financing to submit copies of complete financial information and Form 1008 (Underwriter Approval Form or FHA Mortgage Credit Analysis Worksheet) and Form 1003 (Uniform Residential Loan Application), and all other information pertaining to the Applicant (s) loan application and the amount of the mortgage loan to Dallas County Planning and Development for purposes of determining Applicant(s) eligibility for HOME Program assistance and for documentation of such eligibility, if so determined, in accordance with the HOME Program.

Applicant(s) gives consent to employer(s), U. S. Internal Revenue Service, Social Security Administration, any Benefits Offices, and Banks to release all information pertaining to the Applicant(s) household income loan to the City of Dallas Housing Director for purposes of determining Applicant(s) eligibility for HOME Program assistance and for documentation of such eligibility, if so determined, in accordance with the HOME Program.

Applicant (s) gives consent to all utility companies, U. S. Internal Revenue Service, Social Security Administration, any Benefits Offices, or Banks to provide verification that the home purchased by Applicant(s) with HOME Program assistance is in the Borrower(s) name and during the term of the HOME Program Deed Restrictions for purposes of verifying compliance by the Applicant (s) with the terms of the Deed Restrictions.

APPLICANT: _____
SIGNATURE DATE

CO- APPLICANT : _____
SIGNATURE DATE

**HOME Program
Eligibility Release Form**

Dallas County Commissioners Court
Planning and Development
411 Elm Street, 3rd Floor, Dallas, TX 75202

Information Covered: Inquiries may be made about items initialed by applicant/tenant.

Purpose: Your signature on this HOME Program Eligibility Release Form, and the signatures of each member of your household who is 18 years of age or older, authorizes the above-named organization to obtain information from a third party relative to your eligibility and continued participation in the:

HOME/CHDO Homebuyer Program

Privacy Act Notice Statement: The Department of Housing and Urban Development (HUD) is requiring the collection of the information derived from this form to determine an applicant's eligibility in a HOME Program and the amount of assistance necessary using HOME funds. This information will be used to establish level of benefit on the HOME Program; to protect the Government's financial interest; and to verify the accuracy of the information furnished. It may be released to appropriate Federal, State, and local agencies when relevant, to civil, criminal, or regulatory investigators, and to prosecutors. Failure to provide any information may result in a delay or rejection of your eligibility approval. The Department is authorized to ask for this information by the National Affordable Housing Act of 1990.

Instructions: Each adult member of the household must sign a HOME Program Eligibility Release Form prior to the receipt of benefit and on an annual basis to establish continued eligibility. Additional signatures must be obtained from new adult members whenever they join the household or whenever members of the household become 18 years of age.

NOTE: THIS GENERAL CONSENT MAY NOT BE USED TO REQUEST A COPY OF A TAX RETURN. IF A COPY OF A TAX RETURN IS NEEDED, IRS FORM 4506, "REQUEST FOR COPY OF TAX FORM" MUST BE PREPARED AND SIGNED SEPARATELY.

	Verification Required	Initials
Income (all sources)		
Assets (all sources)		
Child Care Expense		
Handicap Assistance Expense (if applicable)		
Medical Expense (if applicable)		
Other (list) _____ _____		
Dependent Deduction ____ Full-Time Student ____ Handicap/Disabled ____ Family Member ____ Minor Children		

Authorization: I authorize the above-named HOME Participating Jurisdiction and HUD to obtain information about me and my household that is pertinent to eligibility for participation in the HOME Program.

I acknowledge that:

- (1) A photocopy of this form is as valid as the original.
- (2) I have the right to review the file and the information received using this form (with a person of my choosing to accompany me).
- (3) I have the right to copy information from this file and to request correction of information I believe inaccurate.
- (4) All adult household members will sign this form and cooperate with the owner in this process.

Head of Household—Signature, Printed Name, and Date:
Family Member HEAD

X

Other Adult Member of the Household—Signature, Printed Name, and Date:
Family Member #2

X

Other Adult Member of the Household—Signature, Printed Name, and Date:
Family Member #3

X

Other Adult Member of the Household—Signature, Printed Name, and Date:
Family Member #4

X

EXHIBIT F

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

HOMEBUYER AGREEMENT

This "Agreement" is made by and between Dallas County, Texas a political subdivision of the State of Texas, located at 411 Elm Street, 2nd Floor, Dallas, Texas 75202 (also referred to as "County") and Dallas Area Habitat for Humanity, Inc., (hereinafter referred to as "Dallas Habitat") which is located at 2800 N. Hampton Road, Dallas, Texas, 75212, and _____ ("Homebuyer") or individually as a ("Party") or collectively as the ("Parties").

WHEREAS, Dallas Habitat acquired real property (the "Property") located in Dallas County, Texas and being more particularly described in attached Exhibit A incorporated herein by reference; and

WHEREAS, County is the recipient of HOME Investment Partnership Program Funds from the U. S. Department of Housing and Urban Development ("HUD"), including funds that are reserved for the use of Community Housing Development Organizations (CHDOs);

WHEREAS, to finance part of the construction costs of improvements on the Property, County gave to Dallas Habitat the principal sum of Eighty Thousand Six Hundred Sixty-One 30/100 Dollars (\$80,661.30) in HUD Funds (the "Indebtedness") through its CHDO Program for this Property;

WHEREAS, Dallas Habitat desires to sell the above referenced Property improved with a single family residence to Homebuyer; and

WHEREAS, Dallas Habitat has requested the County to approve Homebuyer's eligibility for the purchase of the Property, and

WHEREAS, the Homebuyer desires to purchase the Property from Dallas Habitat pursuant to the "Deed Restrictions" filed on Property and fully assumes \$80,661.30 of Indebtedness and Deed Restrictions for this Property, and requests the County to permit Homebuyer to do so. Said consent from the County for Homebuyer to the purchase of the Property, and assume the \$80,661.30 of Indebtedness, subject to the restrictions impressed upon the Property under the aforesaid Deed Restrictions, is given on the following terms and conditions; and

NOW THEREFORE, for and in consideration of the recitals stated above, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties hereto, the County, Homebuyer, and Dallas Habitat hereby agree as follows:

1. Homebuyer agrees that the foregoing recitals are incorporated herein as a

condition of this Agreement.

2. Homebuyer, by affixing his/her signature to this Agreement, hereby expressly assumes and contractually agrees to pay \$80,661.30 of the Indebtedness to County if the terms and conditions of this Agreement are not met. Homebuyer further agrees to comply with the restrictions impressed upon the Property under the aforementioned Deed Restrictions.

3. Commencing on ____ day of _____, 20__ (“Purchase Date”) and continuing for fifteen (15) calendar years (“Affordability Period”) from the Purchase Date no payments shall be required under this Agreement as long as Homebuyer occupies the Property as a single family residence during the Affordability Period. In the event Homebuyer should sell, lease, refinance, or discontinue using as a single family residence the Property listed in this Agreement, the following provisions apply:

A. This “Resale Provision” goes into effect when the Property is sold during the Affordability Period at the time of the sale:

- i. In instances where the Property has been rented or leased, refinanced, or the initial Homebuyer(s) is/are no longer physically occupying the Property as his/her/their principal residence, the total amount of the Homebuyer assistance provided under this Agreement shall be immediately due and payable to the County in the amount of \$80,661.30.
- ii. If the Property does not meet the requirements for the Affordability Period, the entire amount of \$80,661.30 must be repaid to the County.
- iii. This Resale Provision requires the initial Homebuyer(s) (and/or subsequent homebuyers if home was previously sold during the Affordability Period) to sell the home to a low-income family and at an affordable price as defined below:
 - a) A low-income family is defined as a family whose total income from all sources at the time of purchase from the initial (or subsequent) homebuyer(s) does not exceed 80% of area median income, adjusted for household size at 80% of area median as defined by HUD under Part 5 income definition that is applicable at the time of current closing.
 - b) The contract for sale of the Property must include a provision requiring the family acquiring the Property to be income-eligible as qualified by County prior to acquiring the Property.
 - c) The initial Homebuyer(s) (seller – or if applicable a subsequent homebuyer(s)) must list the Property at or below the County determined “Affordable Sales Price”.
 - d) Based on the requirements of A (iii) (a)-(c) above

coupled with the requirement that the Property cannot be listed or advertised with various 'selling prices' the County will define and implement a process to be used to determine the resale price.

- B. In the event the Homebuyer desires to put the Property on the market, the Homebuyer must contact Dallas County's Planning and Development Department to determine the Affordable Sales Price then existing.
- C. In the event the Homebuyer retains without sale, transfer or lease the Property for the entire fifteen (15) year Affordability Period, Dallas County agrees to forgive the Indebtedness under this Agreement.

4. This Agreement shall be construed in accordance with the Laws of the State of Texas and the Laws of the United States applicable to transactions in Texas and is fully performable in Dallas County, Texas. Venue for any legal action on this Agreement shall be exclusively in the courts of competent jurisdiction sitting in Dallas County, Texas.

5. All notices or demands required or permitted hereunder shall be in writing, shall be deemed delivered, upon receipt, if hand delivered, or three calendar days from placement in the mail of the United States Postal Service postage prepaid to the addresses listed below:

To Homebuyer:

Name: _____
Address: _____

To County: Dallas County Commissioners Court
411 Elm Street, 2nd Floor
Dallas, TX 75202

- 6. Homebuyer shall be responsible for all obligations represented by this Agreement.
- 7. This Agreement shall be binding upon and inure to the benefit of the Parties thereto, his respective heirs, successors and assigns. Further, this Agreement and the duties of Homebuyer hereunder shall not be assigned without the express written consent of County.
- 8. This Agreement is expressly made subject to County's Sovereign Immunity, Title 5 of the Texas Civil Practice and Remedies Code, as amended, and all applicable State of Texas and federal laws.

9. Homebuyer shall indemnify and hold COUNTY harmless from and against any claims, liabilities, losses and causes of action which may arise under this Agreement, including all other acts or omissions to act on the part of Homebuyer, including any person acting for or on its behalf, and, from and against any orders, judgments, or decrees which may be entered, and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claims, or in the investigation thereof.
10. THE PARTIES ACKNOWLEDGE AND AGREE THAT COUNTY DOES NOT HAVE THE ABILITY UNDER ARTICLE XI, SECTION 7 OF THE TEXAS CONSTITUTION TO INDEMNIFY A PARTY OR ANY OTHER THIRD PARTY FOR DAMAGES ARISING UNDER THIS AGREEMENT.
11. Homebuyer further agrees and acknowledges County shall be entitled to file suit and collect monetary damages, including attorney's fees, for a breach of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, this Agreement has been executed to be effective as of the _____ day of _____, 20_____.

HOMEBUYER

By: _____
Name: _____

Dallas Neighborhood Alliance for Dallas Area Habitat for Humanity, Incorporated

By: _____
Name: _____
Title: _____

DALLAS COUNTY

By: _____
Name: Clay Jenkins
Title: Dallas County Judge

RETURN THIS DOCUMENT TO:

**Rachel Brown
Dallas County Commissioners Court
411 Elm Street
3rd Floor
Dallas, Texas 75202**

EXHIBIT A

[INSERT LEGAL DESCRIPTION FOR PROPERTY HERE]

EXHIBIT 1

**2751 W.
Pleasant Run
Road:**

Lot 8, Block D of Beckley City Lots, an addition in the City of Lancaster, Dallas County, Texas as shown in INT201400285245 DD10072014 CO-DC 0025000400800 4CN00250004 recorded in Deed Records of Dallas County, Texas.

**2819 W.
Pleasant Run
Road:**

Lot 7, Block D of Beckley City Lots, an addition in the City of Lancaster, Dallas County, Texas as shown in INT201400285246 DD10072014 CO-DC 0025000400700 4CN00250004 recorded in Deed Records of Dallas County, Texas.

EXHIBIT G



Title VI Nondiscrimination Assurances

The County (hereinafter referred to as the "Recipient") HEREBY AGREES THAT, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Federal Highway Administration, is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled *Nondiscrimination In Federally-Assisted Programs of the Department of Transportation-Effectionation of Title VI of The Civil Rights Act of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity," for which the Recipient receives Federal financial assistance from DOT, including the Federal Highway Administration.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Nondiscrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally-assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally-assisted Department of Transportation programs:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The Recipient will insert the following notification in all solicitations for bids, Requests for Proposals for work, or material subject to the Acts and the Regulations made in connection with all Department of Transportation programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

"The County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.

4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.

5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.

6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.

7. The Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:

a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:

a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

- b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, subrecipients, subgrantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, Dallas County also agrees to comply (and require any subrecipients, subgrantees, contractors, successors, transferees, and or assignees to comply) with all applicable provisions governing the USDOT access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and or complaint investigations conducted by the USDOT. You must keep records, reports, and submit the material for review upon request to USDOT, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

Dallas County gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under all Department of Transportation programs. This ASSURANCE is binding on Texas, other recipients, subrecipients, subgrantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in all Department of Transportation programs.

The County Judge is authorized to sign these Assurances for the Texas Department of Transportation, or any other federal or state agency, on behalf of the County.

Dated: _____

By: _____
Clay Jenkins, Dallas County Judge

During the performance of this contract, the Metro Dallas Homeless Alliance, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the

contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this contract, the Metro Dallas Homeless Alliance, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities: including but not limited to:

Pertinent Nondiscrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12893, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.	OFFICE USE ONLY CERTIFICATION OF FILING
1 Name of business entity filing form, and the city, state and country of the business entity's place of business. Dallas Neighborhood Alliance for Habitat, Inc. Dallas, TX United States	Certificate Number: 2016-37674
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. Dallas County	Date Filed: 04/08/2016
Date Acknowledged:	

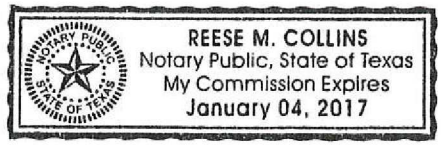
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

2016-034-6571
 New construction of single family homes

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Dallas Area Habitat for Humanity	Dallas, TX United States		X

5 Check only if there is NO Interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.





 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said SARA L BROOKS, this the 11TH day of APRIL, 2016, to certify which, witness my hand and seal of office.



16 APR 14 PM 1:28
 Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

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