

REAL ESTATE SALES CONTACT FOR  
PROPOSED CONSTRUCTION

Date: 8/23/01

The undersigned Purchaser(s) Michael E Kim LANN  
hereby agrees to purchase and the undersigned Builder, HOMES/PLUS, INC, hereby agrees to  
build a residence on the following described real estate, (the "Property") situated in the City of  
Columbiana, County of Shelby, Alabama, subject to easements and restrictions of  
record: Address: \_\_\_\_\_ and legally  
described as Lot 42 Block \_\_\_\_\_ Survey of Hidden Map  
Book 27 Page 69 on the terms stated below: SPRINGS

1. **PURCHASE PRICE.** In consideration of the covenants and agreements herein contained,  
the Purchaser hereby agrees to employ the Builder to construct and erect on said building site a  
residence according to the attached plans, specifications and allowances, such attachments are  
incorporated herein as if set out in full, and which the Purchaser has approved on the following  
terms and conditions:

Basic Price of Building: \$ 201,000.00

Purchaser requests the following extras in addition to the basic plan  
for the following sum in addition to the basis price stated above.

<u>Central Vac.</u>	\$ <u>1200.00</u>	<u>@ Included</u> <u>MF</u>
<u>Sprinkler System (on separate meter)</u>	\$ <u><del>2250.00</del></u>	
<u>Wood Blinds</u>	\$ _____	
<u>Refrigerator</u>	\$ _____	
<u>To be decided Later.</u>	Total Extras \$ _____	

Total Price of Building and Extras \$ \_\_\_\_\_  
Less the following items to be deleted from the basic plan, to wit:

_____	\$ _____
_____	\$ _____
Total Deletion Credits \$ _____	

TOTAL PRICE as based on the attachments \$ 201,000.00

2. **ROCK AND OTHER SUBSURFACE CONDITIONS.** If initialed by Builder and  
Purchaser here (Builder @) (Purchaser MF) the price above does not include  
any costs or contingencies for rock or other abnormal subsurface conditions, including but not  
limited to, sink holes, soft soils, etc. and Purchaser shall be responsible for the abnormal costs of  
correcting any such conditions. Should such abnormal conditions be encountered on the building  
site in connection with foundations and footing excavation, or installation of sewer lines, water  
lines, or other utility services. Builder shall promptly inform Purchaser of same and estimate  
costs of additional work. Such costs may include, but are not necessarily limited to, blasting

expenses, jack hammer, and drill operations. Additional costs shall be billed at cost plus a twenty-five percent (25 %) management and overhead fee and, at the time that rock or subsurface conditions are encountered. Builder shall provide a maximum cost for written approval by Purchaser prior to proceeding with construction.

3. **PAYMENT of PURCHASE PRICE.** The Purchase Price of \$ 201,000.00 shall be payable as follows:

Earnest Money, receipt of which is hereby acknowledged by (Builder's initials \_\_\_\_\_)

\$ 23,500.00

Additional Earnest Money due upon \_\_\_\_\_ \$ 0

This contract is subject to Purchaser being able to obtain a Conventional loan in the approximate amount of \$ 110,000.00

Cash on closing this sale (certified funds, or cashier's check) \$ 177,500.00

4. **EARNEST MONEY & PURCHASER'S DEFAULT.** Purchaser hereby authorizes the Builder, to hold the earnest money pending the fulfillment of this Contract. In the event Purchaser fails to carry out and perform the terms of this Contract, the earnest money shall be forfeited. Further, nothing in this provision shall prohibit Builder from seeking reimbursement of all other costs, expenses and damages suffered as a result of Purchaser's breach.

5. **ALL LOAN CLOSING COSTS, DISCOUNTS AND PREPAID ITEMS** are to be paid by Purchaser unless agreed otherwise or otherwise specified herein.

6. **CHANGE ORDERS.** Change orders shall be handled in a professional manner and all change orders will be administered at cost of change plus a twenty-five percent (25%) handling charge to be paid to Builder. All change orders are to be signed and paid to builder before such change is initiated as deemed necessary or appropriate by builder.

7. **START OF CONSTRUCTION.** Builder agrees to commence construction of said building (s) within 30 days after this agreement has been executed, and after all contingencies are removed. Said building(s) shall be completed in good workmanlike manner and equal to the standards of the industry within 120 workdays after date of commencement, except when builder shall be prevented from completing such buildings by reason of change in plans or specifications required by Purchaser, or additional change orders required by Purchaser, rain or incimate weather delays, by warfare, Acts of God, governmental regulations or decrees, strikes, act of Purchaser, or shortage of material and supply beyond the control of the builder or other causes beyond the control of Builder.

8. **CLOSING AND POSSESSION DATES.** The sale shall be closed and the deed delivered on or before 12/31/01 hereinafter called Closing Date, except Builder shall have a reasonable length of time within which to complete any item required as a result of the walk-through referred to in Paragraph 22, perfect title or cure defects in the title to said Property. Possession is to be given upon delivery of the deed.

9. **WARRANTY.** Builder is to provide Purchaser with a one-year Limited New Home Warranty, which is attached as **Addendum B** and Purchaser agrees to accept the terms and conditions of said Warranty as his only implied or expressed warranty.

10. **CONVEYANCE.** Builder agrees to convey the Property to Purchase by statutory warranty deed (check here ☒). If Purchasers desire title as joint tenants with right of a survivorship, free of all encumbrances except as permitted in this Contract. Builder and Purchaser agree that any encumbrances not herein accepted or assumed may be cleared at the time of closing from sales proceeds. THE PROPERTY IS SOLD AND IS TO BE CONVEYED SUBJECT TO ANY MINERAL AND MINING RIGHTS NOT OWNED BY BUILDER AND SUBJECT TO PRESENT ZONING CLASSIFICATION. R-1 AND IS ☐ LOCATED IN A FLOOD PLAN, AND, UNLESS OTHERWISE AGREED HEREIN, SUBJECT TO UTILITY EASEMENTS SERVING THE PROPERTY, RESIDENTIAL SUBDIVISION COVENANTS AND RESTRICTIONS, AND BUILDING LINES OF RECORD AND OTHER EASEMENTS, PROVIDED THAT NONE OF THE FOREGOING MATERIALLY IMPAIRS USE OF THE PROPERTY FOR RESIDENTIAL PURPOSES IN ADDITION TO THE GENERAL EXCEPTION FOR MINERAL AND MINING RIGHTS NOT OWNED BY THE BUILDER. BUILDER MAKES NO REPRESENTATIONS REGARDING THE STATUS OR CONDITION OF THE PROPERTY BELOW THE SURFACE OR RELATING TO THE EXISTENCE OF MINING SHAFTS, TUNNELS, GASES OR OTHER CONDITIONS BELOW OR AFFECTING THE SURFACE OF SAID REAL PROPERTY. *Purchaser Received Set of Covenants*

11. **TITLE INSURANCE.** Builder agrees to furnish Purchaser a standard form owner's title policy insurance at Builder's expense, issued by a company qualified to insure titles in Alabama, in the amount of the purchase price, insuring Purchaser against loss on account of any defect or encumbrance in the title, subject to exceptions herein, including paragraph 8 above; otherwise, the earnest money shall be refunded. In the event, both Owner's and Mortgagee's title policies are obtained at the time of closing, the total expense of procuring the two policies will be divided equally between Builder and Purchaser, even if the Mortgagee is Builder. *W. H. P. Jr.*  
*M. H. J. Jr.*  
*R*

12. **SURVEY.** Purchaser does ☐ does not ☐ (check one) require a survey by a registered Alabama land surveyor of Purchaser's choosing. Unless otherwise agreed herein, the survey shall be at Purchaser's expense (NOTE: Lender may require a survey.)

13. **PRORATIONS.** Ad valorem taxes, as determined on the date of closing, hazard insurance transferred, accrued interest on mortgages assumed and the district dues, if any, are to be prorated between Builder and Purchaser as of the date of delivery of the deed, and any existing advance escrow deposits shall be credited to Builder. UNLESS OTHERWISE AGREED HEREIN, ALL AD VALOREM TAXES EXCEPT MUNICIPAL ARE PRESUMED TO BE PAID IN ARREARS FOR PURPOSES OF PRORATION: MUNICIPAL TAXES, IF ANY, ARE PRESUMED TO BE PAID IN ADVANCE, Builder will keep in force sufficient hazard insurance on the property to protect all interests until this sale is closed and the deed delivered.

14. **BUILDER WARRANTS** that Builder has not received notification from any lawful authority regarding any assessments, pending public improvements, repairs, replacement, or alterations to the Property which remain outstanding. These warranties shall survive the delivery of the deed.

15. **DISCLAIMER.** Purchaser acknowledges that he has not relied upon any advice or representations of Builder or any Broker (or Broker's associated salesperson) relative to (i) the

legal or tax consequences of this Contract and the sale, purchase or ownership of the Property; (ii) the soil or structural condition of the Property; (iii) the character of the neighborhood; (iv) the investment or resale value of the Property; or (v) any other matters affecting his willingness to purchase the Property on the terms and price herein set forth. Purchaser acknowledges that if such matters are of concern to him in the decision to purchase the Property, he has sought and obtained independent advice relative thereto.

16. **INSULATION.** Insulation has been or will be installed in the home as follows:

a. Exterior walls will be insulated with (type of insulation) R-11 to a thickness of 3 1/2 inches, which, according to the manufacturer, will yield a R-value of \_\_\_\_\_.

b. Ceilings in all areas will be insulated with (type of insulation) R-30 to a thickness of 10 inches, which according to the manufacturer, will yield a R-value of R-30.

c. Interior wall will be insulated with (type of insulation) 0 to a thickness of 0 inches, which, according to the manufacturer, will yield a R-value of 0.

d. Exclusions:

\_\_\_\_\_

17. **RISK OF LOSS.** Builder agrees to keep in force sufficient hazard insurance on the Property to protect all interests until this sale is closed and the deed is delivered. If the Property is destroyed or materially damaged between the date hereof and the closing, and Builder is unable or unwilling to restore it to its previous condition prior to closing, Purchaser shall have the option of canceling this Contract and receiving the Earnest Money and Down Payment back or extending the closing date a sufficient time for Builder to complete construction. If Purchaser elects to extend the closing date, this Contract shall continue in full force and effect.

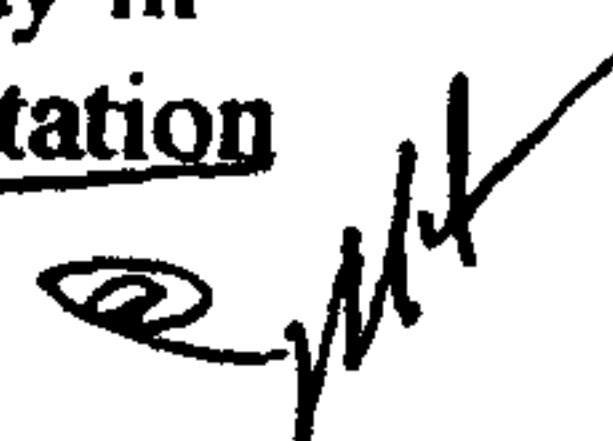
18. **SELECTION OF ATTORNEY.** Each of the parties further acknowledges that he has a right to be represented by an attorney of his choice at all times in connection with this Contract at his own expense.

19. **NON-ASSIGNMENT.** This Contract and any interest which Purchaser may have herein are non-assignable and non-transferrable without the prior written consent of Builder.

20. **ACCEPTANCE.** At the time this Contract is signed, Purchaser (notwithstanding any plans, specifications or warranties given Purchaser or otherwise on file with VA, FHA or other governmental authority) accepts the specifications, quality, designs and appearance of the Property as it exists at the time the Contract is signed. Purchaser, after a walk-through of the completed Property with Builder, further agrees to execute an acceptance statement at closing similar in content to the one attached as Addendum 1.

21. **NON-PAYMENT.** In the event Purchaser shall fail to pay any monies due Builder under this Contract for scheduled down payments, extras or other additional required by Purchaser, Builder may refuse to perform any further work to the premises under warranty or otherwise until Purchaser pays the full sum, plus interest at the legal rate, attorney's fees and court costs. This provision shall survive the delivery of the deed. All extras must be paid in full prior to installation or work involving said extras being performed.

22. **FINANCING DELAY.** If this Contract remains subject to the loan contingency set forth herein past 9-15, 2001, Builder reserves the right to revise the Contract price to reflect any cost increases not to exceed \$ 00 per day resulting from the delay in removing said contingency. Builder shall give Purchaser written notice along with documentation



supporting the nature and amount of any such proposed increases within \_\_\_\_\_ hours after said date and in any event no later than \_\_\_\_\_ days prior to the scheduled Closing, and Purchaser shall accept or reject the price as revised within \_\_\_\_\_ days of such notice. If Purchaser rejects the price revision, Builder may, at his option, cancel this Contract and refund the Earnest Money. DOWN PAYMENT WILL NOT BE REFUNDED UNDER THE PROVISIONS OF THIS PARAGRAPH. ~~\_\_\_\_\_~~

(Purchaser's initials HH oeg)

23. **CHANGES.** No changes in the plans and specifications are to be made except upon written order prior to changes being made. Change orders must be signed by Purchaser and Builder and must provide a detailed description of the change, addition or deletion and show the cost or credit to Purchaser. Any changes, alterations, or extras from the plans or specifications that may be required by any public body or inspector shall constitute an extra and shall be paid for by Purchaser, the same as any other extra as provided in this paragraph. Changes under \$500.00 per item may be agreed upon verbally by authorized representatives of the Builder.

24. **SUPERVISION OF WORK.** Purchaser agrees that the direction and supervision of the working forces, including sub-contractors, rest exclusively with the Builder, and Purchaser agrees not to issue any instructions to, or otherwise interfere with same. The Builder shall be the authority for the proper usage, arrangements and placement of fixtures, equipment and materials in accordance with recognized standards. Slight deviations from plans and specifications shall be construed as substantial compliance with this agreement. The Purchaser further agrees not to negotiate for additional work with Builder's subcontractors nor to engage other builders or subcontractors except with the Builder's consent and in such manner as will not interfere with Builder's completion of work under this Contract.

25. **AGENCY DISCLOSURE.** The listing Agency \_\_\_\_\_ represents the Builder (unless otherwise stated) and the selling Agency \_\_\_\_\_ represents ~~Builder~~ ☒ Purchaser.

Builder's initials \_\_\_\_\_

Agent's initials \_\_\_\_\_

Purchaser's initials: \_\_\_\_\_

26. **DISPUTE RESOLUTION ( MEDIATION / ARBITRATION).** The parties to this contract acknowledge that the construction work performed pursuant to the contract involves interstate commerce by virtue of the materials and components contained in the dwelling. It is agreed by the Purchaser and Builder that, in the event that a dispute arises between the parties, the parties will not sue each other in court, but will submit said dispute to first mediation as a condition precedent and then if not resolved to binding arbitration. The arbitrator's decision will be final and binding on both parties, and it is agreed that judgment on the decision may be entered in any court having jurisdiction. However, if the Builder's claim relates to or is the subject of a mechanic's lien, the Builder may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to the resolution of any other disputes by mediation or arbitration. This provision of the contract shall NOT merge and shall survive delivery of the deed.

27. **ADDITIONAL PROVISIONS.** set forth on any attached Addendum A & B, if signed by all parties hereto, are hereby incorporated and made a part of this Contract by reference as though fully set forth herein.

28. **ENTIRE AGREEMENT.** This Contract constitutes the entire and complete agreement



# Specifications and Contract

Addendum "B"

For Plan No. 1 1/2 - 2000. CP

☒ Proposed Construction

☐ Under Construction

No. \_\_\_\_\_

(To be Inserted by FHA or VA)

For Michael & Kim LANN

Property address lot 42 Hidden Springs city Columbiana State Ala.

Mortgagor or Sponsor \_\_\_\_\_

(Name)

(Address)

Contractor or Builder HOMES/Plus, Inc.

(Name)

Alabaster, Alabama

(Address)

## INSTRUCTIONS

- For additional information on how this form is to be submitted, number of copies, etc., see the instructions applicable to the FHA Application for Mortgage Insurance of VA Request for Determination Reasonable Value, as the case may be.
- Describe all materials and equipment to be used, whether or not shown on the drawings, by marking an X in each appropriate check-box and entering the information called for in each space. If space is inadequate, enter "See misc." and describe under item 27 or on an attached sheet.
- Work not specifically described or shown will not be considered unless required, when

the minimum acceptable will be assumed. Work exceeding minimum requirements cannot be considered unless specifically described.

- Include no alternates, "or equal" phrases, or contradictory items. (Consideration of a request for acceptance of substitute materials or equipment is not thereby precluded.)
- Include signatures required at the end of this form.
- The construction shall be completed in compliance with the related drawings and specifications, as amended during processing. The specifications include this Description of Materials and the applicable minimum Construction Requirements.

### 1. EXCAVATION:

Bearing soil, type Clay/Shale

### 2. FOUNDATIONS:

Footings: Concrete mix 1-3-5 3000#

Reinforcing #4 Re-Bar

Foundation wall: Material Concrete 1-3-5 3000#

Reinforcing #4 Re-Bar

Interior foundation wall: Material \_\_\_\_\_

Party foundation wall \_\_\_\_\_

Columns: Material and size 4" Steel

Piers: Material and reinforcing \_\_\_\_\_

Girders: Material and sizes \_\_\_\_\_

Sills: Material \_\_\_\_\_

Basement entrance areaway \_\_\_\_\_

Window areaways \_\_\_\_\_

Waterproofing .006 Mil Poly & Parge/Hydrasylde

Footing drains 4" Preferated Pipe

Termite protection Pressure treated sole plates with soil poisoning

Basementless space: Ground cover \_\_\_\_\_

Insulation \_\_\_\_\_

Foundation vents \_\_\_\_\_

Special foundations \_\_\_\_\_

### CHIMNEYS:

Material Metal

Prefabricated (make and size) Martin or equal 42"

Flue lining: Material Metal

Heater flue size as required

Fireplace flue size as required

Vents (material and size): Gas or oil heater \_\_\_\_\_

Metal

Water heater as required

### FIREPLACES:

Type: ☒ Solid fuel; ☐ gas-burning; ☐ circulator (make and size) \_\_\_\_\_

Ash dump and clean-out n/a

Fireplace: Facing Marble

lining see plans

hearth Marble

mantel Birch/Pine

### EXTERIOR WALLS: Corner bracing and framing as per S.B.C. & local codes

Wood frame: Grade and species #2 SYP

☒ Corner bracing. Building paper or felt 15#

Sheathing Wafer board 1/2"

thickness 1/2"

width 4'

☒ solid; ☐ spaced \_\_\_\_\_ " o.c.; ☐ diagonal; \_\_\_\_\_

Siding Masonite Vinyl or Real

grade A

type lap

size 1x12

exposure \_\_\_\_\_ "

fastening galv.

Siding @ 1/2" JG

grade \_\_\_\_\_

type \_\_\_\_\_

size \_\_\_\_\_

exposure \_\_\_\_\_ "

fastening \_\_\_\_\_

Stucco \_\_\_\_\_

thickness \_\_\_\_\_ "

Lath \_\_\_\_\_

weight \_\_\_\_\_ lb.

Masonry veneer \_\_\_\_\_

Lintels Steel

Masonry: Facing \_\_\_\_\_

backup \_\_\_\_\_

thickness \_\_\_\_\_ "

Bonding \_\_\_\_\_

Door sills Aluminum

Window sills Aluminum

Lintels \_\_\_\_\_

Interior surfaces: Dampproofing, n/a coats of \_\_\_\_\_

furring \_\_\_\_\_

Exterior painting: Material Latex

number of coats 2

Gable wall construction: ☒ Same as main walls; ☐ other \_\_\_\_\_

### FLOOR FRAMING:

Joists: Wood, grade and species #2 SYP 2 x 10; other \_\_\_\_\_

bridging metal

anchors 1/2"

Concrete slab: ☒ Basement floor; ☐ first floor; ☒ ground supported; ☐ self-supporting; mix 1-3-5 3000#

thickness 4"

reinforcing 6x6 Wire Mesh

insulation n/a

membrane .006 Mil Poly

Fill under slab: Material Clay/Shale/Gravel

thickness 4"

### FINISH FLOORING: (Wood only. Describe other finish flooring under item 21.)

LOCATION	ROOMS	GRADE	SPECIES	THICKNESS	WIDTH	BUILD. PAPER	FINISH
first floor	Foyer, Dinning	#2	Oak	3/4"	2-1/4	15#	Finished
second floor	Family, STAIRS						
attic floor	n/a	sq. ft.					

Material: Grade and species Plywood ; size 3/4" ; type T&G  
Laid: ☒ First floor; ☒ second floor; ☐ attic \_\_\_\_\_ sq. ft.; ☒ diagonal; ☐ right angles. \_\_\_\_\_

9. PARTITION FRAMING:  
Studs: Wood, grade and species #2 SYP 2x4 16" OC Size and spacing 2x4 16" OC Other 8' First floor  
8' second floor

10. CEILING FRAMING:  
Joists: Wood, grade and species #2 SYP 2x6 16" OC Other \_\_\_\_\_ Bridging Hogtrough

11. ROOF FRAMING:  
Rafters: Wood, grade and species #2 SYP 2x6 24" OC Roof trusses (see detail): Grade and species \_\_\_\_\_

12. ROOFING:  
Sheathing: Grade and species Wafer Board with clips ; size 4x8 ; type solid ; ☒ solid; ☐ spaced \_\_\_\_\_ " o.c.  
Roofing Composition ; grade 3 in 1 ; weight or thickness 240# ; size 12x36 ; fastening galv.  
Stain or paint \_\_\_\_\_ Underlay 15# Felt  
Built-up roofing \_\_\_\_\_ : number of plies \_\_\_\_\_ : surfacing material \_\_\_\_\_  
Flashing: Material \_\_\_\_\_ : gage or weight \_\_\_\_\_ ; ☐ gravel stops; ☐ snow guards

13. GUTTERS AND DOWNSPOUTS:  
Gutters: Material Aluminum ; gage or weight 28 ga. ; size 4" ; shape Conventional  
Downspouts: Material Aluminum ; gage or weight 28ga. ; size 3" ; shape Conventional number 4  
Downspouts connected to: ☐ Storm sewer; ☐ sanitary sewer; ☐ dry-well. ☒ Splash blocks: Material and size \_\_\_\_\_

14. LATH AND PLASTER:  
Lath ☐ walls, ☐ ceilings: Material \_\_\_\_\_ ; weight or thickness \_\_\_\_\_ Plaster: Coats \_\_\_\_\_ ; finish \_\_\_\_\_  
Dry-wall ☒ walls, ☒ ceilings: Material Gyp Bd. ; thickness 1/2" ; finish Smooth Wall joint treatment tape, fill &  
Smooth Ceilings sand

15. DECORATING: (Paint, wallpaper, etc.)

ROOMS	WALL FINISH MATERIAL AND APPLICATION	CEILING FINISH MATERIAL AND APPLICATION
Kitchen	Paper over sheetrock	Smooth painted sheetrock
Bath	Paper over sheetrock	"
Allother	Paint over sheetrock	"

16. INTERIOR DOORS AND TRIM:  
Doors: Type Masonite 6 Panel ; material Masonite ; thickness 1-3/8"  
Door trim: Type #356 ; material FJPine Base: Type 3 1/4" FJPine ; material Pine ; size 2 1/4"  
Finish: Doors Paint 2 Coats trim \_\_\_\_\_  
Other trim (item, type and location) \_\_\_\_\_

17. WINDOWS: Vinyl  
Windows: Type Aluminum ; make Croft or equal material Aluminum ; sash thickness 1/4"  
Glass: Grade Insulated ; ☐ sash weights; ☒ balances, type Spring ; head flashing Aluminum  
Trim: Type Stool ONLY ; material FJ Pine Paint Oil ; number coats 2  
Weatherstripping: Type Built in vinyl ; material vinyl Storm sash, number n/a  
Screens: ☐ Full; ☒ half; type Fibermesh ; number as req screen cloth material fibermesh  
Basement windows: Type n/a ; material \_\_\_\_\_ ; ☐ screens, number \_\_\_\_\_ ; ☐ Storm sash, number \_\_\_\_\_  
Special windows M- Bath 4' x 4' Acrylic Block

18. ENTRANCES AND EXTERIOR DETAIL:  
Main entrance door: Material Steel ; width 3'0" ; thickness 1-3/8" . Frame: Material Pine ; thickness 4 1/2" .  
Other entrance doors: Material Steel ; width 2'8" ; thickness 1-3/8" . Frame: Material Pine ; thickness 4 1/2" .  
Head flashing Vinyl Weatherstripping: Type Vinyl ; saddles Adjustable  
Screen doors: Thickness 1 1/4" ; number 1 ; screen cloth material Fiber Storm Doors: Thickness n/a ; number n/a  
Combination storm and screen doors: Thickness n/a ; number n/a ; screen cloth material \_\_\_\_\_  
Shutters: ☐ Hinged; ☐ fixed. Railings n/a Louvers \_\_\_\_\_  
Exterior millwork: Grade and species 12" Soffit & FJ Pine Fascia Vinyl Soffit & Fascia Paint Latex Exterior ; number coats 2

19. CABINETS AND INTERIOR DETAIL:  
Kitchen cabinets, wall units: Material \_\_\_\_\_ ; lineal feet of shelves 18 ; shelf width 12"  
Base units: Material \_\_\_\_\_ ; counter top \_\_\_\_\_ ; edging \_\_\_\_\_  
Back and end splash \_\_\_\_\_ Finish of cabinets \_\_\_\_\_ ; number coats \_\_\_\_\_  
Medicine cabinets: Make n/a ; model \_\_\_\_\_  
Other cabinets and built-in furniture n/a  
Baths to have Cultured cabinet tops

20. STAIRS:

STAIR	TREADS		RISERS		STRING		HANDRAIL		BALUSTERS	
	MATERIAL	THICKNESS	MATERIAL	THICKNESS	MATERIAL	SIZE	MATERIAL	SIZE	MATERIAL	SIZE
Basement	SYP	1 1/2"	SYP	3/4"	SYP	1 1/2"	Pine	1 1/2"	n/a	
Main	SYP	1 1/2"	SYP	3/4"	SYP	1 1/2"	Oak	1 1/2"	Oak	1"
Attic	Pull Down									

Disappearing: Make and model number 25 1/2 x 54 1/2"

LOCATION	MATERIAL, COLOR, BORDER, SIZES, GAGE, ETC.	THRESHOLD	BASE	UNDERFLOOR
Kitchen	Tile Ceramic 8. installed (Builders Cost) Sq. ft.			1/2 Plywood
Bath	Tile Ceramic 8. Installed (Builders Cost) Sq. ft.			1/2 Plywood
LOCATION	MATERIAL, COLOR, BORDER, CAP, SIZES, GAGE, ETC.	HEIGHT	HEIGHT AT TUB	HEIGHT AT SHOWER
Bath	N/A			

Bathroom accessories: ☐ Recessed; material \_\_\_\_\_; number \_\_\_\_\_; ☒ attached; material Aluminum; number 8

2. PLUMBING:

FIXTURE	NUMBER	LOCATION	MAKE	MFR'S FIXTURE IDENTIFICATION NO.	SIZE	COLOR
Sink	1	Kitchen			18 x 30	
Lavatory	3	Baths	Cultured Marble		SD.	White
Water closet	3	Baths	Crane or Equal		Oval	White
Bathtub	1	H-Bath	Aqua Glass		5'	White
Shower over tub*	1	H-Bath				
Stall shower**	1	M-Bath	Aqua Glass		3'	White
Laundry trays	n/a					
Whirlpool	1	M-Bath	Cultured Marble		5'	White
Pedistool Sink		Powder	Crane or Equal		SD.	White

\*☒ Curtain rod    \*\*☒ Door    ☐ Curtain rod  
Water supply: ☒ Public; ☐ community system; ☐ individual (private) system. ★  
Sewage disposal: ☐ Public; ☐ community system; ☒ individual (private) system. ★  
★ Show and describe individual system in complete detail in separate drawings and specifications according to requirements.  
House drain (inside): ☐ Cast iron; ☐ tile; ☒ other PVC    House sewer (outside): ☐ Cast iron; ☐ tile; ☒ other PVC  
Water piping: ☐ Galvanized steel; ☒ copper tubing; ☐ other \_\_\_\_\_    Sill cocks, number 2  
Domestic water heater: Type Rheem or equal; make and model Rheem or equal  
recovery Quick gph. 100° rise. Storage tank: Material \_\_\_\_\_; capacity 40 gallons.  
Gas service: ☒ Utility company; ☐ liq. pet. gas; ☐ other \_\_\_\_\_    Gas piping: ☐ Cooking; ☒ house heating.  
Footing drains connected to: ☐ Storm sewer; ☐ sanitary sewer; ☐ dry well.    Sump pump Exterior Yard

HEATING:

☐ Hot water. ☐ Steam. ☐ Vapor. ☐ One-pipe system. ☐ Two-pipe system.  
☐ Radiators. ☐ Convectors. ☐ Baseboard radiation. ☐ Make and model \_\_\_\_\_  
Radiant panel: ☐ Floor; ☐ wall; ☐ ceiling. Panel coil: Material \_\_\_\_\_  
☐ Circulator. ☐ Return pump. Make and model \_\_\_\_\_; capacity \_\_\_\_\_ gpm.  
Boiler: Make and model \_\_\_\_\_ Output \_\_\_\_\_ Btuh.; net rating \_\_\_\_\_ Btuh.  
Warm air: ☐ Gravity. ☒ Forced. Type of system Gas force warm air w/ducts to each room  
Duct material: Supply fiber bd.; return Central    Insulation fiber Bd., thickness 1"    ☐ Outside air intake.  
Furnace: Make and model Carrier or equal    Input \_\_\_\_\_ Btuh.; output \_\_\_\_\_ Btuh.  
Supply flexduct  
☐ Space heater; ☐ floor furnace; ☐ wall heater. Input \_\_\_\_\_ Btuh.; output \_\_\_\_\_ Btuh.; number units \_\_\_\_\_  
Make, model \_\_\_\_\_  
Controls: Makes and types MH Automatic  
Fuel: ☐ Coal; ☐ oil; ☐ gas; ☐ liq. pet. gas; ☐ electric; ☐ other \_\_\_\_\_; storage capacity \_\_\_\_\_  
Firing equipment furnished separately: ☐ Gas burner, conversion type.    Stoker: ☐ Hopper feed; ☐ bin feed.  
Oil burner: ☐ Pressure atomizing; ☐ vaporizing \_\_\_\_\_  
Make and model \_\_\_\_\_ Control \_\_\_\_\_  
Electric heating system: Type \_\_\_\_\_ Input \_\_\_\_\_ watts: @ \_\_\_\_\_ volts; output \_\_\_\_\_ Btuh.  
Ventilating equipment: Attic fan, make and model Nutone or equal in h-bath  
Kitchen exhaust fan, make and model Kenmore ventless  
Other heating, ventilating, or cooling equipment Condensate drain to outside

ELECTRIC WIRING:

Service: ☒ Overhead; ☐ underground. Panel: ☐ Fuse box; ☒ circuit-breaker 150 amp. U.L. App.    Number circuits as req.  
Wiring: ☐ Conduit; ☐ armored cable; ☐ nonmetallic cable; ☐ knob and tube; ☐ other \_\_\_\_\_  
Special outlets: ☒ Range; ☐ water heater; ☒ other A/C Unit and dryer  
☒ Doorbell. ☐ Chimes. ☐ Push-button locations Front Door

LIGHTING FIXTURES:

Total number of fixtures as required    Total allowance for fixtures, typical installation, \$ 2010. Allowance  
Nontypical installation None

LOCATION	THICKNESS	MATERIAL, TYPE, AND METHOD OF INSTALLATION	VAPOR BARRIER
Roof	R-30	<del>Blown</del> Jg @	
Ceiling	R-19	Blown	
Wall	R-11	Batts	
Floor			

20020528000248880 Pg 10/10 38.00  
Shelby Cnty Judge of Probate, AL  
05/28/2002 10:01:00 FILED/CERTIFIED

27. MISCELLANEOUS:

Describe any main dwelling materials, equipment, or construction items not shown elsewhere):  
~~1600.~~ Wallpaper allowance installed entire house  
~~12.~~ per yard vinyl installed Builders Cost  
~~14.~~ per yard Carpet installed Builders Cost  
~~4900.~~ Cabinets, Tops installed Builders Cost  
~~240.~~ per thousand Brick Allowance

All Changes must be signed by both purchaser & Builder and paid at time of signing.  
 HARDWARE: (Make, material, and finish) Quickset or equal \$300.00 Allowance Builders Cost

SPECIAL EQUIPMENT: (State material or make and model.) Appliance Allowance \$1,800. Jg @  
 Venetian blinds n/a Number Automatic washer Recessed connection only  
 Kitchen range Kenmore Free standing or equal Clothes drier Connector only  
 Refrigerator n/a Other Hood Kenmore or equal  
 Dishwasher Kenmore or equal  
 Garbage disposable unit ~~n/a~~ yes / mud sink in utilities Jg @  
 PORCHES: Jg @  
 8x16 Deck Jg @ 16x16 Covered & Screened Deck  
 w/ wiring for fan. Roof same material as house.

TERRACES:  
 n/a

GARAGES:  
 Two Car in Basement w/ steel doors & operators Jg @

WALKS AND DRIVEWAYS:  
 Driveway: Width 11' Base material Clay/Shale; thickness 4" Surfacing material Concrete; thickness 4"  
 Front walk: Width 3' Material Concrete; thickness 4" Service walk: Width 2' Material; thickness 4"  
 Steps: Material Front Brick; treads; riser Check walls

OTHER ONSITE IMPROVEMENTS:  
 (Specify all exterior onsite improvements not described elsewhere, including items such as unusual grading, drainage structures, retaining walls, fence, railings, and accessory structures.)  
 Retainer Wall at front corner garage end of house to provide for level as possible front yard. Jg @  
 Only trees required to place house and septic tank system will be removed  
 House to have 2260 Sq. Ft. of floor space 1st.

LANDSCAPING, PLANTING, AND FINISH GRADING:  
 Topsoil 1" thick: ☒ Front yard; ☐ side yards; ☒ rear yard to 20' To rear Jg @  
 n/a sodded feet behind main building.  
 Lawns (seeded, sodded, or sprigged): ☐ Front yard; ☐ side yards; ☐ rear yard  
 Planting: ☐ As specified and shown on drawings; ☐ as follows:  
 Shade trees, deciduous, " caliper. Evergreen trees, ' to ' B&B.  
 Low flowering trees, deciduous, ' to ' Evergreen shrubs, ' to ' B&B.  
 High-growing shrubs, deciduous, ' to ' Vines, 2 year  
 Medium-growing shrubs, deciduous, ' to ' Jg @  
 Low-growing shrubs, deciduous, ' to ' \$1800. Landscaping allowance  
 Sod front & sides, seed/straw rear

AGREEMENT

The contractor agrees to perform or cause to be performed all labor and to purchase all materials whatsoever necessary to build to completion and make ready for occupancy the building herein described, by following all instructions and carrying out every detail of this contract and these specifications in a first-class workmanlike manner. Building to be completed and ready for occupancy on or before 120 days from start of framing  
 In consideration of which the owner agrees to pay to the contractor the sum of \$ 201,000.00  
 in the manner following: \$ 23,500.00 At signing Remainder At Closing

In case surety bond is not furnished by the contractor, the contractor shall furnish the owner satisfactory evidence that all material and labor bills have been paid to date before each payment is made by the owner, and before final payment is made, he shall furnish the owner with receipts for all material and labor, or waivers of mechanics lien, signed by all laborers, and all material men who have furnished labor or materials for the construction of the building.  
 Dated this 23rd day of August 19 2001 at

SIGNED BY:

OWNER

HOMES/Plus, Inc.

CONTRACTOR