

Request for Acceptance of Changes in Approved Drawings and Specifications

U.S. Department of Housing and Urban Development
Office of Housing/Federal Housing Commissioner

OMB Approval No. 2502-0117 (exp. 07/31/2022)

Date: 01/15/2024

See Instructions and Conditions on Page 2.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This information is required to obtain benefits and mandatory. HUD may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

Section 203(b)(7) of the National Housing Act authorizes the Secretary of the Department of Housing and Urban Development to use his/her discretion with respect to the handling of insurance, repair and alternations. Builders who request changes to HUD's accepted drawings and specifications for proposed constructions properties as required by homebuyer, or determined by the builder use the information collection. The lender reviews the changes and amends the approved exhibits. These changes may affect the value shown on the HUD commitment. While no assurances of confidentiality are pledged to respondents, HUD generally discloses this data only in response to a Freedom of Information request.

A rehabilitation loan which meets the requirements of 24 CFR 203.50, except as modified by this section, shall be eligible for insurance under Section 203(k) of the National Housing Act, and this form may be used for it.

Property Address: 709 N Sample Ave. AnyTown, US 55555	Case(s) No.	Request No. 1
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Mortgagee's Name & Address: Wells Fargo Home Mortgage	We request acceptance of the following changes in the approved drawings and specifications of the above numbered case or cases. <p style="text-align: center;">We Request <input type="checkbox"/> We Do Not Request <input checked="" type="checkbox"/></p> an increase in the value and loan amounts if these changes warrant such an increase.
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Description:	Builder's Estimate of cost on each change		HUD/VA Estimate of effect on cost of each change
	+	-	
Changes done to Contingency Reserve: (+ Add To) or (- Subtract From)	+	-	
Electrical Needed more Electrical Due to Inflationary coct on Items.			\$500.00
Net Contingency Change:			(\$500.00)

I, the undersigned, certify that under penalty of perjury that the information provided above is true and correct. WARNING: Anyone who knowingly submits a false claim, or makes false statements is subject to criminal and civil penalties, including confinement for up to 5 years, fines, and civil penalties. (18 U.S.C. §§287, 1001 and 31 U.S.C §3729)

Borrower (If known)	Date
Builder or Sponsor, or Consultant	Date
For Mortgagee	Date

Determination as to Acceptability

Changes Acceptable
 Changes Unacceptable
 Changes Acceptable, Provided (list any condition)

Endorsement to Notice of Value (For VA use only)
 This endorsement takes precedence over and specifically amends the outstanding NOV for the property with the above identifying number. Any condition stated on the existing NOV, not specifically referred to and modified herein, remains in full force and effect until expiration of the validity period. Established reasonable value revised to \$

<input type="checkbox"/> Department Of Veterans Affairs	Authorized Agent	I.D. Number	Date
<input type="checkbox"/> Federal Housing Commissioner	DE <input type="checkbox"/>		

Add Information Here

Instructions

The mortgagor in this request is defined as the owner or possible future owner of the property, whose interest in the property is evidenced by any written contract of sale, deed, receipt of down payment, letter or other instrument dated prior to the signing of this request by the builder or sponsor.

If acceptance by the VA is requested, the original and at least two copies of this form shall be submitted by the mortgagee. If acceptance by HUD is requested, the original and at least one copy of this form shall be submitted by the mortgagee. Upon determination as to acceptability of the request, the original will be returned to the mortgagee for transmittal to the builder or sponsor. If the request covers more than one case and mortgagors are unknown, submit one additional copy for each additional case.

Designate each requested change by a letter (using a, b, c, etc.). If additional space is necessary to properly describe the changes, use this side of the form or an attachment. Also, attach revised drawings and/or supporting descriptive data when necessary. State the amount by which the construction cost will be increased or decreased as the net result of each proposed change.

This request shall be signed by (1) the borrower, if any, (2) the builder or sponsor, and (3) the mortgagee. If the borrower, as defined above, is unknown, the builder or sponsor shall insert "Unknown" in the space for the mortgagor's signature and initial this insertion.

Builder accepts all risk for constructing change(s) prior to receiving HUD or VA acceptance.

Conditions of Acceptance

Acceptance of changes implies in no way that the mortgage insurance or Notice of Value of the above case or cases will be increased when the net effect of all accepted changes is an increase in the total construction cost. Acceptance of changes is subject to the condition that inspection will show that all construction involved equals or exceeds the applicable HUD or VA Minimum Property Standards and all Local Codes and ordinances.

In accepting any changes it is assumed that they will be executed. If an accepted change is not executed, it must be nullified by submitting another copy of this form amending the construction exhibits so as to restore the drawings and specifications to the status existing prior to acceptance of the change or to a modification of such prior existing status as may be specified.

PARTIAL LIEN WAIVER AND RELEASE

Loan No.: _____

Borrower & Property Address

Joe Johnson
709 N Sample Ave.
AnyTown, US 55555

The undersigned ("Affiant"), being first duly sworn, deposes and says:

Affiant is a contractor, subcontractor, materialman or an officer, agent or representative of same, who or which has furnished services, labor or materials ("Contractor") in the construction, repair, and/or replacement (the "Work") of improvements upon real property owned by:

Lien Release Amount: \$ 500.00

A 10% Holdback may be retained from the lien release amount until issuance of the Final Release Notice of all construction categories, and the final title policy.

This Partial Conditional Lein Waiver, together with all previous Lein Waivers, if any, does/does not cover all amounts due to me/us for contract improvement provided through as dated on this Partial Lein Waiver and Release. This waiver is conditioned on actual payment of the amount shown above.

The total of all changes for, and in connection with, all such services, labor and/or materials performed or furnished by Contractor will be paid in full to Contractor upon receipt of completed lien waiver and any other required documentation . Affiant, as Contractor or as an officer, agent, or representative of Contractor, hereby acknowledges complete satisfaction of and forever waives and releases all claims of every kind against Borrower or the property referred to above of any other property of Borrower, including, but not limited to all liens and claims of liens, that Contractor may have as a result of or in connection with the performance or furnishing of such services, labor and/or materials upon receipt of payment.

Affiant, as Contractor or as an officer, agent or representative of Contractor, further represent and warrants that (a) Contractor has not assigned and will not assign any claim for payment or any right to perfect a lien against said property, (b) all persons or entities who furnished services, labor or materials to Contractor in connection with the Work have been paid all amounts to which they have or may become entitled therefore, and (c) Contractor's portion of the Work is fully completed in accordance with the final plans and specifications therefore

Affiant, as Contractor or as an officer, agent or representative of Contractor, hereby agrees unconditionally to indemnify Borrower and hold Borrower harmless from and against all liability, loss, cost, or expense (including, but not limited to, attorneys' fees) now or hereafter incurred, paid, or suffered by or asserted against Borrower or any of Borrower's property because of any claim or action by Contractor with respect to the claims, liens, and rights herein waived and released or arising out of any breach or untruth of any warrantry or representation herein made.

Affiant represents that Affiant is duly authorized to execute this document on behalf of Contractor.

All of the provisions of this document shall bind Affiant, Contractor, and their heirs, legal representatives, successors, and assigns, and shall inure to the benefit of Borrower and Borrower's heirs, legal representatives, successors, assigns and sureties.

Date: _____ (Required)

Company Name: _____ (Required)

Contractor Signature: _____ (Required)

Note: Contractor's signature is required unless the borrower(s) is/are acting as his/her/their own Contractor.