

Colorado Housing and Finance Authority
www.chfainfo.com

Housing Restrictions Approval Certification

THIS **HOUSING RESTRICTIONS APPROVAL CERTIFICATION** (this "Certification") is executed effective as of the date set forth below by the undersigned Participating Lender (the "Participating Lender").

WHEREAS, Participating Lender has entered into a Mortgage Loan Purchase and Purchase of Servicing Rights Agreement as amended, supplemented, or revised from time to time (the "Mortgage Purchase Agreement"), with Colorado Housing and Finance Authority (CHFA), a body corporate and political subdivision of the State of Colorado;

WHEREAS, Participating Lender desires to sell to CHFA, in accordance with the Mortgage Purchase Agreement, a loan (the "Loan") to the borrower(s), named below, for the financing or refinancing of property, identified below (the "Property"), on which there is one or more affordable or other housing-related legal restriction(s) (collectively, the "Housing Restrictions"). Such Housing Restrictions can be in a variety of forms including, but not limited to, in a deed restriction, affordable housing covenant, or, in the case of a land trust, within a lease.

CHFA Loan Number: _____

Borrower(s) Name(s): _____

Property Address: _____
(incl. Unit #) _____

WHEREAS, in addition to the terms and conditions under the Mortgage Purchase Agreement, CHFA requires this Certification as a material condition to its purchase of the Loan.

Participating Lender hereby certifies as follows:

1. Participating Lender has completed its review of the Housing Restrictions on the Property;
2. The Housing Restrictions fully comply with all applicable insurer, guarantor, or investor requirements relating to allowable or eligible affordable or other housing-related legal restrictions; and
3. None of the Housing Restrictions or any of the document(s) establishing, governing or relating to the Housing Restrictions has or could have, including upon the passage of time or occurrence of any event(s), any effect on the second lien priority of the CHFA Second Mortgage Loan, if any, on the Property.

Effect of Certification. Participating Lender acknowledges and agrees that this Certification shall be subject to all of the terms and conditions contained in the Mortgage Purchase Agreement. Any noncompliance with or misrepresentation made in this Certification is subject to the remedies and defaults contained in the Mortgage Purchase Agreement.

IN WITNESS WHEREOF, the undersigned, by affixing his/her signature, affirms that the undersigned is fully authorized to execute this document on behalf of the Participating Lender.

Participating Lender

Entity Name: _____

Signature: _____ Date: _____

Printed Name: _____ Title: _____