

Colorado Housing and Finance Authority

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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 or leasehold estate, 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, Fannie Mae, and Freddie Mac requirements as well as all other applicable legal and regulatory requirements; and
3. None of the Housing Restrictions or document(s) establishing, governing, or relating to the Housing Restrictions have or could have, including with the passage of time or occurrence of any event(s), any effect on the lien priority of the CHFA first mortgage or of the CHFA second mortgage, 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 any false statement or misrepresentation made in this Certification is subject to the remedies and defaults contained in the Mortgage Purchase Agreement.

Electronic Signatures. The electronic signature of the Participating Lender included in this Certification, in any form, is intended to authenticate this writing, bind it hereto, and to otherwise have the same force and effect as a manual signature. Delivery of a copy of this Certification bearing an original or electronic signature by electronic mail in portable document format (.pdf) form, or by any other electronic means intended to preserve the original form of the document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

IN WITNESS WHEREOF, the undersigned, by signing below, 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: _____