

[Form of Certificate to accompany Form Opinion Letter]

CERTIFICATE CONCERNING ELIGIBILITY
FOR LOW-INCOME HOUSING CREDITS (MANDATORY)

Dated: _____

I, _____, hereby certify that I am the _____ of _____ (the “Applicant”) and, as such, I am duly authorized to provide the following certifications and representations to legal counsel in connection with opinions required as part of the Final Application submitted to the Tennessee Housing Development Agency requesting a final allocation of Low-Income Housing Tax Credits (the “Final Application”) for the development located at _____, _____ County, Tennessee _____, as further described in the Final Application (the “Development”):

1. The Development is owned and operated by _____, a _____ which was formed on _____. **A copy of the current Certificate of Existence from the State of Tennessee is attached.**
2. The Development is operating, and will continue to operate, as a ____-unit multi-family housing development with ____% of the units exclusively reserved for low-income tenants, including the disabled and/or elderly, at rents affordable to households earning 60% or less of the area medium gross income (“AMI”),
3. The Development meets, and will continue to meet for the duration of the “Extended Use Period” (as defined at 26 USC 42), the following irrevocable federal election, as elected in the Initial Application:
 - at least twenty percent (20%) of its residential units will be “rent restricted” and will be occupied by individuals whose income is equal to fifty percent (50%) or less of AMI (as determined under Section 8 of the United States Housing Act of 1937); or
 - at least forty percent (40%) of its residential units will be “rent restricted” and will be occupied by individuals whose income is equal to sixty percent (60%) or less of AMI (as determined under Section 8 of the United States Housing Act of 1937); or
 - at least forty percent (40%) of its residential units will be “rent restricted” and will be occupied by individuals whose income does not exceed the imputed income limitation designated by the Owner of the Development with respect to the respective unit, and the average of the imputed income limitations of those units, across the Development as a whole, will not exceed 60% AMI (as determined under Section 8 of the United States Housing Act of 1937). Please attach a schedule of units at each of the imputed income limits.
4. The Development meets, and will continue to meet for the duration of the “Extended Use Period” (as defined at 26 USC 42), the following irrevocable additional election, as elected in the Initial Application:
 - at least five percent (5%) of its residential units will be “rent restricted” and will be occupied by individuals whose income is equal to fifty percent (50%) or less of the area median gross income (as determined under Section 8 of the United States Housing Act of 1937); or
 - at least ten percent (10%) of its residential units will be “rent restricted” and will be occupied by individuals whose income is equal to fifty percent (50%) or less of the area median gross income (as determined under Section 8 of the United States Housing Act of 1937); or
 - at least fifteen percent (15%) of its residential units will be “rent restricted” and will be occupied by individuals whose income is equal to fifty percent (50%) or less of the area median gross income (as determined under Section 8 of the United States Housing Act of 1937); or

- at least twenty percent (20%) of its residential units will be “rent restricted” and will be occupied by individuals whose income is equal to fifty percent (50%) or less of AMI (as determined under Section 8 of the United States Housing Act of 1937).
5. “Rent restricted” means that the gross rent for a unit will not exceed thirty percent (30%) of the income limitation applicable under the referenced test. For these purposes, gross rent does not include any payment under Section 8 or any comparable rental assistance program.
 6. The tenants who currently occupy each unit within the Development meet the income limitations set forth above and the Development Owner has policies, procedures and staff in place to insure that tenants who will occupy each unit in the Development in the future will meet the income limitations set forth above.
 7. All units in the Development currently are suitable for occupancy and all units in the Development currently are leased other than on a transient basis. The Development Owner has policies, procedures and staff in place to insure that all units in the Development will remain suitable for occupancy and all units in the Development will be leased other than on a transient basis.
 8. No units are owned by an individual who occupies such unit or any person related to such person. The Development Owner has policies, procedures and staff in place to insure that no units will be owned by an individual who occupies such unit or any person related to such person.
 9. No units are provided for a member of a social organization or provided by an employer for its employees. The Development Owner has policies, procedures and staff in place to insure that no units will be provided for a member of a social organization or provided by an employer for its employees
 10. Each unit within the Development currently contains separate and complete facilities for living, sleeping, eating, cooking and sanitation, including, without limitation, a living area, a sleeping area, bathing and sanitation facilities, a cooking range, refrigerator and sink. Each unit within the Development is separate and distinct from each other unit. The Development Owner has policies, procedures and staff in place to insure that each unit within the Development will continue to contain separate and complete facilities for living, sleeping, eating, cooking and sanitation, including, without limitation, a living area, a sleeping area, bathing and sanitation facilities, a cooking range, refrigerator and sink. The Development Owner has policies, procedures and staff in place to insure that each unit within the Development will continue to be separate and distinct from each other unit.
 11. All units within the Development (other than those which might be provided for a resident manager or security officer) are available and will continue to be available to the general public and rented in a manner consistent with housing policies governing non-discrimination as set out by the rules and regulations of the U.S. Department of Housing and Urban Development.
 12. No units are or will be part of a hospital, nursing home, sanitarium, life-care facility, trailer park, or intermediate care facility for the mentally and physically handicapped.
 13. All facilities within the Development, other than restricted units, are and will remain facilities for use by tenants which are reasonably required by and functionally related to the Development.
 14. All services provided to tenants of the Development are optional and will remain optional. Other than rent, there are no charges to tenants in the Development for services that are not optional.
 15. The Development Owner has policies, procedures and staff in place to insure compliance with all assurances made herein.

APPLICANT ENTITY NAME

BY: _____

ITS: _____