

## Development Owner Certification

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All defined terms used in this certification and not specifically defined herein have the meanings ascribed to them in Chapter 2306 of the Texas Government Code, §42 of the Internal Revenue Code, and 10 TAC §10.3 of the Uniform Multifamily Rules.

The undersigned, in each and all of the following capacities in which it may serve or exist -- Applicant, Development Owner, Developer, Guarantor of any obligation of the Applicant, and/or Principal of the Applicant and hereafter referred to as "Applicant" or "Development Owner," whether serving in one or more such capacities, is hereby submitting its Application to the Department for consideration of Department funding and understands that this Application and all materials submitted to the Department constitute records of the Department subject to the Texas Public Information Act Chapter 552, Texas Government Code.

**Applicant hereby represents, warrants, agrees, acknowledges and certifies to the Department and to the State of Texas that the following requirements were met and, as applicable, will continue to be met, as further described in the applicable Qualified Allocation Plan (QAP) under which the Application was originally awarded:**

The Development Owner is and will remain in compliance with state and federal laws, including but not limited to, fair housing laws, including Chapter 301, Property Code, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), the Fair Housing Amendments Act of 1988 (42 U.S.C. §§3601 et seq.), the Civil Rights Act of 1964 (42 U.S.C. §§2000a et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. §§12101 et seq.), the Rehabilitation Act of 1973 (29 U.S.C. §§701 et seq.), Fair Housing Accessibility, and the Texas Fair Housing Act; and the Development design is consistent with the Fair Housing Act Design Manual produced by HUD, the Code Requirements for Housing Accessibility 2000 (or as amended from time to time) produced by the International Code Council and the Texas Accessibility Standards. (§2306.257 and §2306.6705(7)).

The Development complied and will continue to comply with the accessibility standards that are required under §504, Rehabilitation Act of 1973 (29 U.S.C. §794), and specified under 24 C.F.R. Part 8, Subpart C.

For New Construction (excluding New Construction of non-residential buildings) Developments where some Units are two-stories or single family design and are normally exempt from Fair Housing accessibility requirements, a minimum of 20% of each Unit type (i.e., one bedroom, two bedroom, three bedroom) must provide an accessible entry level and all common-use facilities in compliance with the Fair Housing Guidelines, and include a minimum of one bedroom and one bathroom or powder room at the entry level.

The Development Owner has established and will continue to maintain a reserve account consistent with §2306.186 of the Texas Government Code and as further described in §10.404 of the Uniform Multifamily Rules, relating to Reserve for Replacement Requirements.

The Development will continue to operate in accordance with the requirements pertaining to rental assistance in Chapter 10, Subchapter F.

The Development Owner will continue to contract with a Management Company throughout the Compliance Period that will perform criminal background checks on all adult tenants, head and co-head of households.

The Development Owner has implemented a plan to use Historically Underutilized Businesses (HUB) in the development process consistent with the Historically Underutilized Business Guidelines for contracting with the State of Texas.

The Applicant has attempted to ensure that at least 30% of the construction and management businesses with which the Applicant contracts in connection with the Development are Minority Owned Businesses as further described in §2306.6734 of the Texas Government Code.

The Development Owner has and will continue to affirmatively market to veterans through direct marketing or contracts with veteran's organizations. The Development Owner will be required to identify how they will affirmatively market to veterans and report to the Department in the annual housing report on the results of the marketing efforts to veterans. Exceptions to this requirement must be approved by the Department.

For any Development that proposed New Construction or Reconstruction and located within the one-hundred (100) year floodplain as identified by the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps, the Development Site was developed so that all finished ground floor elevations are at least one foot above the floodplain and parking and drive areas are no lower than six inches below the floodplain, subject to more stringent local requirements. Applicant further certifies that, for any Development that proposed Rehabilitation (excluding Reconstruction) that is not a HUD or TRDO-USDA assisted property, the Development Site was not located in the one-hundred year floodplain unless the existing structures already meet the requirements for New Construction or Reconstruction or unless the Unit of General Local Government undertook and substantiated sufficient mitigation efforts.

The Development has and shall continue to have all of the mandatory Development amenities as required.

The Development satisfied and will continue to satisfy the minimum point threshold for common amenities.

The Development met the minimum size of Units.

The Development has and shall continue to have enough amenities to meet the minimum requirement.

The Development included and shall continue to include enough supportive services, at no charge to the tenants, to meet the minimum requirement.

**The Development Owner hereby represents, warrants, agrees, acknowledges and certifies to the Department and to the State of Texas the following requirements, as such requirements may not have been required in the QAP under which the Application was originally awarded:**

The Development Owner will comply with any and all notices required by the Department.

None of the criteria in subparagraphs (A) – (M) of §10.202(1) of the Uniform Multifamily Rules, related to ineligible Applicants, applies to any member of the Development Team. Any issues of ineligibility have been disclosed in the Waivers, Pre-clearance, Determinations, and Disclosure (WPDD) Packet.

The Applicant has disclosed, in the Application, any Principal or any entity or Person in the Development ownership structure who was or is involved as a Principal in any other affordable housing transaction and who has, voluntarily or involuntarily, terminated within the past 10 years or plans to or is negotiating to terminate their relationship with any other affordable housing development. The disclosure identified the person or persons and development involved, the identity of each other development and contact information for the other Principals of each such development, a narrative description of the facts and circumstances of the termination or proposed termination, and any appropriate supporting documents. The Applicant has read and understands §10.202(1)(L) of the Uniform Multifamily Rules related to such disclosure.

The Development Owner has read and understands the Department's fair housing educational materials posted on the Department's website as of the submission of the Application.

The Development will adhere to the Texas Property Code relating to security devices and other applicable requirements for residential tenancies, and will adhere to local building codes or, if no local building codes are in place, then to the most recent version of the International Building Code.

All representations, undertakings and commitments made by the Applicant in the Application process for a Development expressly constitute conditions to any re-issuance of Private Activity Bonds for such Development. If any such representations, undertakings and commitments concern or relate to the ongoing features or operation of the Development, they shall each and

all be enforceable even if not reflected in the Land Use Restriction Agreement. All such representations, undertakings and commitments are also enforceable by the Department and, where applicable, the tenants of the Development, including enforcement by administrative penalties for failure to perform, in accordance with the Land Use Restriction Agreement.

The individual whose name is subscribed hereto, in his or her individual capacity, on behalf of Applicant, and in all other related capacities described above, as applicable, expressly represents, warrants, and certifies that all information contained in this certification and in the Application, including any and all supplements, additions, clarifications, or other materials or information submitted to the Department in connection therewith as required or deemed necessary by the materials governing the Housing Tax Credit and/or Private Activity Bond Program are true and correct and the Applicant has undergone sufficient investigation to affirm the validity of the statements made. Further, the Applicant hereby expressly represents, warrants, and certifies that the individual whose name is subscribed hereto has read and understands all the information contained in this form of the Application.

By signing this document, the undersigned, in their individual capacity, on behalf of Applicant, and in all other related capacities described above, is affirming under penalty of Chapter 37 of the Texas Penal Code titled Perjury and Other Falsification and subject to criminal penalties as defined by the State of Texas. TEX. PENAL CODE ANN. §§37.01 et seq. (Vernon 2003 & Supp. 2007) and subject to any and all other state or federal laws regarding the making of false statements to governmental bodies or the false statements or the providing of false information in connection with the procurement of allocations or awards that the Application and all materials relating thereto constitute government documents and that the Application and all materials relating thereto are true, correct, and complete in all material respects.

By: \_\_\_\_\_

Signature of Authorized Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**THE STATE OF TEXAS**

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**COUNTY OF \_\_\_\_\_ §**

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that name is signed to the foregoing statement, and who is known to be one in the same, has acknowledged before me on this date, that being informed of the contents of this statement, executed the same voluntarily on the date same foregoing statement bears.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

(Seal)

\_\_\_\_\_  
Notary Public Signature

## Certification of Principal

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All defined terms used in this certification and not specifically defined herein have the meanings ascribed to them in Chapter 2306 of the Texas Government Code, §42 of the Internal Revenue Code, and §10.3 of the Uniform Multifamily Rules (10 TAC, Chapter 10).

The undersigned, in each and all of the following capacities in which it may serve or exist -- Applicant, Development Owner, Developer, Guarantor of any obligation of the Applicant, and/or Principal of the Applicant and hereafter referred to as "Applicant," whether serving in one or more such capacities, is hereby submitting its Application to the Department for consideration of Department funding.

Applicant hereby represents, warrants, agrees, acknowledges and certifies to the Department and to the State of Texas that:

This Application and all materials submitted to the Department constitute records of the Department subject to the Texas Public Information Act Chapter 552, Texas Government Code.

All representations, undertakings and commitments made by the Applicant in the Application process for a Development, whether with respect to Threshold Criteria, selection criteria or otherwise, expressly constitute conditions to any re-issuance of Private Activity Bonds for such Development. If any such representations, undertakings and commitments concern or relate to the ongoing features or operation of the Development, they shall each and all shall be enforceable even if not reflected in the Land Use Restriction Agreement. All such representations, undertakings and commitments are also enforceable by the Department and, where applicable, the tenants of the Development, including enforcement by administrative penalties for failure to perform, in accordance with the Land Use Restriction Agreement.

The Applicant or any other member of the Development Team has not been or is not barred, suspended, or terminated from procurement in a state or Federal program or listed in the List of Parties Excluded from Federal Procurement or Non-Procurement Programs.

The Applicant or any other member of the Development Team has not been convicted of a state or federal felony crime involving fraud, bribery, theft, misrepresentation of material fact, misappropriation of funds, or other similar criminal offenses within fifteen (15) years preceding the Application submission.

The Applicant or any other member of the Development Team is not, at the time of Application, subject to an enforcement or disciplinary action under state or federal securities law or by the NASD; is not subject to a federal tax lien; or is not the subject of a proceeding in which a Governmental Entity has issued an order to impose penalties, suspend funding, or take adverse

action based on an allegation of financial misconduct or uncured violation of material laws, rules, or other legal requirements governing activities considered relevant by the Governmental Entity.

The Applicant or any other member of the Development Team has not breached a contract with a public agency and failed to cure that breach.

The Applicant or any other member of the Development Team has not misrepresented to a subcontractor the extent to which the Developer has benefited from contracts or financial assistance that has been awarded by a public agency, including the scope of the Developer's participation in contracts with the agency and the amount of financial assistance awarded to the Developer by the agency.

The Applicant or any other member of the Development Team has not been identified by the Department as being in Material Noncompliance and has not repeatedly violated the LURA or if such material Noncompliance or repeated violation is identified during the Application review or the program rules in effect for such property as further described in Subchapter F of the Uniform Multifamily Rules (relating to Compliance Monitoring), it does not remain unresolved.

The Applicant or any other member of the Development Team is not delinquent in any loan, fee, or escrow payments to the Department in accordance with the terms of the loan, as amended, or is otherwise not in default with any provisions of such loans.

The Applicant or any other member of the Development Team has not failed to cure any past due fees owed to the Department at least ten (10) days prior to the Board meeting at which the decision for an award is to be made.

The Applicant or any other member of the Development Team is not in violation of a state revolving door or other standard of conduct or conflict of interest statute, including §2306.6733 of the Texas Government Code, or a provision of Chapter 572 of the Texas Government Code, in making, advancing, or supporting the Application.

The Applicant or any other member of the Development Team does not have previous Contracts or Commitments that have been partially or fully de-obligated during the twelve (12) months prior to the submission of the Application and through the date of final allocation due to a failure to meet contractual obligations, and said person is not on notice that such de-obligation results in ineligibility under these rules.

The Applicant or any other member of the Development Team has not provided fraudulent information, knowingly falsified documentation, or other intentional or negligent material misrepresentation or omission in an Application or Commitment as part of a challenge to

another application, or any other information provided to the Department for any reason. Such conduct is also a violation of the Department's rules and may subject the Applicant to the assessment of administrative penalties under Chapter 2306 of the Texas Government Code and Chapters 1, 10 and 60 of the Texas Administrative Code.

The Applicant will not violate §2306.1113 of the Texas Government Code relating to Ex Parte Communication and further explained in §10.202(2)(A) of the Uniform Multifamily Rules.

For any Development utilizing Tax-Exempt Bonds, at all times during the two-year period preceding the date the Application is submitted to the Department, the Applicant or a Related Party is not or has not been a member of the Board or employed by the Department as the Executive Director, Chief of Staff, General Counsel, a Deputy Executive Director, the Director of Multifamily Finance, the Chief of Compliance, the Director of Real Estate Analysis, a manager over the program for which an Application has been submitted, or any person exercising such responsibilities regardless of job title; or in violation of §2306.6733 of the Texas Government Code.

For any Development that receives a Certificate of Reservation from the Texas Bond Review Board in connection with the refunding Application, the Applicant will not propose to replace in less than fifteen (15) years any private activity bond financing of the Development described by the Application, unless the exceptions in §2306.6703(a)(2) of the Texas Government Code are met.

All the instances in which any Principal or any entity or Person in the Development ownership structure who was or is involved as a Principal in any other affordable housing transaction has been the subject of a voluntary or involuntary termination of involvement in a rent or income restricted multifamily development by the lender, equity provider, or any other owners or investors, however designated, or any combination thereof or if any litigation to effectuate such removal is instituted in the past ten years for its failure to perform its obligations under the loan documents or limited partnership agreement have been fully disclosed pursuant to §10.202(1)(L) of the Uniform Multifamily Rules. The Applicant understands that if the Department learns at a later date, while the Application is under consideration, that removal did take place as described and was not disclosed, the Application will be terminated.

All housing developments with which the Applicant, Development Owner, Developer, Guarantor and/or Principal thereof participating, are in compliance with: state and federal fair housing laws, including Chapter 301, Property Code, the Texas Fair Housing Act; Title VIII of the Civil Rights Act of 1968 (42 U.S.C. Section 3601 et seq.); and the Fair Housing Amendments Act of 1988 (42 U.S.C. Section 3601 et seq.); the Civil Rights Act of 1964 (42 U.S.C. Section 2000a et



seq.); the Americans with Disabilities Act of 1990 (42 U.S.C. Section 12101 et seq.); and the Rehabilitation Act of 1973 (29 U.S.C. Section 701 et seq.).

The Applicant agrees that the Department or any of its directors, officers, employees, and agents will not be held responsible or liable for any representations made to the undersigned or its investors relating to the Housing Tax Credit Program and/or Private Activity Bond Program; therefore, Applicant assumes the risk of all damages, losses, costs, and expenses related thereto and agrees to indemnify and hold harmless the Department and any of its officers, employees, and agents against any and all claims, suits, losses, damages, costs, and expenses of any kind and of any nature that the Department may hereinafter suffer, incur, or pay arising out of its decisions and actions concerning this Application or the use of information concerning the Housing Tax Credit Program and/or Private Activity Bond Program.

The Applicant, Development Owner, Developer, Guarantor or other Related Party is not subject to any criminal proceedings and if any such proceeding or any other charges which would invalidate the certifications herein occur prior to Board action concerning the Private Activity Bond re-issuance, the Applicant will immediately notify the Department. Such notification must be presented to the Board for consideration at the next available Board meeting.

The individual whose name is subscribed hereto, in his or her individual capacity, on behalf of the Applicant, and in all other related capacities described above, as applicable, expressly represents, warrants, and certifies that all information contained in this certification and in the Application, including any and all supplements, additions, clarifications, or other materials or information submitted to the Department in connection therewith as required or deemed necessary by the materials governing the Housing Tax Credit Program and/or Private Activity Bond Program are true and correct and the Applicant has undergone sufficient investigation to affirm the validity of the statements made. Further, the Applicant hereby expressly represents, warrants, and certifies that the individual whose name is subscribed hereto has read and understands all the information contained in this form of the Application.

By signing this document, the undersigned, in their individual capacity, on behalf of Applicant, and in all other related capacities described above, is affirming under penalty of Chapter 37 of the Texas Penal Code titled Perjury and Other Falsification and subject to criminal penalties as defined by the State of Texas. TEX. PENAL CODE ANN. §§37.01 et seq. (Vernon 2011) and subject to any and all other state or federal laws regarding the making of false statements to governmental bodies or the false statements or the providing of false information in connection with the procurement of allocations or awards that the Application and all materials relating thereto constitute government documents and that the Application and all materials relating thereto are true, correct, and complete in all material respects.

By: \_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**THE STATE OF TEXAS** §

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**COUNTY OF \_\_\_\_\_** §

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that name is signed to the foregoing statement, and who is known to be one in the same, has acknowledged before me on this date, that being informed of the contents of this statement, executed the same voluntarily on the date same foregoing statement bears.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

(Seal)

\_\_\_\_\_  
Notary Public Signature