

It is further acknowledged that the terms of the Deed of Easement and Restrictive Covenant will be enforceable by NJHMFA or by qualified prospective, present or former low-income occupants of the Project in the state courts during the compliance and extended use period. The Deed of Easement and Restrictive Covenant may have a negative effect on the future value of the Project.

The undersigned further acknowledges that the developer/applicant/recipient will need the consent of any present mortgage holders on the subject property to record the restrictive covenant since any foreclosing taxpayer may neither evict without cause nor increase the gross rent on low-income units until three years after he/she forecloses on the project and terminates the extended use period.

5. The development costs of the project (as of this time) as detailed in the attached breakdown of costs and basis were prepared by the developer/applicant/recipient or his/her agents and are accurate to best of his/her knowledge.
6. Section 42(m)(2) of the Code dictates that the housing credit agency shall not allocate tax credits exceeding the amount needed for project feasibility. Consequently, the developer/applicant/ recipient consents with this certification to a possible reduction of credits subsequent to needs analyses conducted by NJHMFA at carryover and placed in service dates.
7. Pursuant to Section 42(m)(2) of the Code, the undersigned hereby certifies that the developer/applicant/recipient has disclosed to the State Housing Agency, in writing, the full extent of all Federal, State and local subsidies which apply (or which developer/applicant/recipient expects to apply) with respect to the Project.
8. If this is a reapplication, *you must check one of the following*:
 - Project did not receive full credit amount supportable by the project's eligible basis in a prior year
 - Project did not receive allocation in a previous cycle
 - Project is seeking additional credits
9. The developer/applicant/recipient acknowledges its continuing affirmative obligation under the Qualified Allocation Plan to advise NJHMFA of any changes to any aspect of the project. If this is a reapplication or request for Carryover Allocation or Part I of the IRS Form 8609, *you must check one of the following*:
 - NO changes to the project as previously submitted in the application have been made.
 - Changes have been made to aspects of the project since the original application. Documentation fully disclosing and substantiating these changes are included as required by the Qualified Allocation Plan.

CERTIFICATION

I, _____, hereby represent and state that the foregoing information, and all information submitted for the purpose of applying for Low-Income Housing Tax Credits, is true and complete. I acknowledge that the New Jersey Housing and Mortgage Finance Agency is relying on said information and thereby acknowledge that the undersigned entity is under a continuing obligation, from the date of this Certification through the completion of the Project, to notify NJHMFA in writing of any changes to the information contained in this certification and in the application. Under penalty of perjury, I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am and/or the undersigned entity is subject to criminal prosecution under the law, possible loss of tax credit allocation, and disqualification from future participation in the Low Income Housing Tax Credit Program in New Jersey.

Sworn and subscribed to before the undersigned
Notary Public on the date appearing below:

Witness/Attest (Secretary)

By: _____
Authorized Representative/
President of Corporation

Print Name and Title

ACKNOWLEDGMENT

CORPORATIONS

I CERTIFY that on _____, _____, _____ personally came before me, and acknowledged under oath, to my satisfaction, that he/she is the Secretary of _____, _____ the Corporation named in the within Instrument; that _____ is the President of said Corporation; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the Board of Directors of the said Corporation and said Instrument is signed and delivered by said President as and for the voluntary act and deed of said Corporation, in the presence of deponent, who thereupon subscribed his/her name thereto as attesting witness.

LIMITED PARTNERSHIPS

I CERTIFY that on _____, _____, _____ personally came before me, and acknowledged under oath, to my satisfaction, that (a) he/she is the president of _____, _____, the general partner of _____, the Limited Partnership named in this document; (b) he/she was authorized to execute this document on behalf of the partnership and; (c) this document was signed and delivered by him/her as the voluntary act of the general partner and the limited partnership.

LIMITED LIABILITY COMPANIES/PARTNERSHIPS

I CERTIFY that on _____, _____, _____ personally came before me, and acknowledged under oath, to my satisfaction, that (a) he/she is the president of _____, _____, the voting member of _____, the Limited Liability Company/Partnership ("LLC/LLP") named in this document; (b) he/she was authorized to execute this document on behalf of the LLC/LLP and; (c) this document was signed and delivered by him/her as the voluntary act of the voting member and the LLC/LLP.

SWORN TO AND SUBSCRIBED before me this _____ day of _____.

A Notary Public of _____

My Commission Expires on: _____