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| **Property Name:** |  |



**Regulatory Agreement Questionnaire – TAH Express (Revised 05-20-2019)**

For each recorded Regulatory Agreement, Seller must:

* Require Single Counsel to complete 1,2 and 3 of this Questionnaire
* For Compliant Regulatory Agreements, upload the completed Questionnaire (including all amendments, schedules and exhibits) to DMS as a Preliminary Legal Issues Memorandum (PLIM) titled “Regulatory Agreement Questionnaire” and include a discussion of the Regulatory Agreement in the underwriting brief.

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| [ ]  | This Regulatory Agreement is **Compliant** with TAH Express Requirements. |
| [ ]  | This Regulatory Agreement is **Conditionally Compliant** with TAH Express Requirements, pending receipt and review of the title search for the Property. |
|  | 1. *Seller’s loan Application must have the Borrower acknowledge that it is a condition to loan approval that the title search confirms there is no mortgage or other agreement securing the Borrower’s obligations under the Regulatory Agreement.*
2. *Seller may not submit the complete underwriting package until Single Counsel receives/reviews title and confirms the Regulatory Agreement is Compliant.*
 |
| [ ]  | This Regulatory Agreement is **NOT Compliant** with TAH Express Requirements. |

[Delete all instruction text in yellow/brackets.]

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| --- | --- |
| **Date of Review** |  |
| **Single Counsel** | [Insert name and contact information (phone/email) of Single Counsel who reviewed Regulatory Agreement – review must be completed by Single Counsel] |
| **Name of Regulatory Agreement** |  |
| **Date of Regulatory Agreement** |  |
| **Parties to Regulatory Agreement** |  |
| **Use and/or Occupancy Restrictions** | [Either “N/A” or specifically describe each such use or occupancy restriction and the number and type of units that are subject to each] |
| **Termination Date of Use and/or Occupancy Restrictions** | [Either “N/A” or Termination Date] |
| **Rent Restrictions** | [Either “N/A” or specifically describe each such restriction limiting the amount of rents that may be charged and the number and type of units that subject to each] |
| **Termination Date of Use and/or Rent Restrictions** | [Either “N/A” or Termination Date] |

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|  | **Category** | **Requirement** *(Yes = program compliant) (No = the statement is not correct in whole or in part; the Regulatory Agreement is not program compliant)* | **Yes** | **No** |
| **1.** | **Enforcement** | The Rights of the Regulatory Agreement Agency do not include:* Seizure of rental income
* Option to directly manage the property
 | [ ]  | [ ]  |
| **2.** | **Other Security Instruments (*Recorded*)** | There are no recorded security instruments securing the Regulatory Agreement or (a) such security instrument will be released at closing or (b) is expressly subordinate to any mortgage lien.**Check here if the title report has not yet been received:**  | [ ]  | [ ]  |
| [ ]  | *If checked, this Regulatory Agreement is* ***Conditionally Compliant*** *with TAH Express Requirements*. |
| **3.** | **No Additional Encumbered Property** | The Regulatory Agreement does not encumber any property other than the Property. | [ ]  | [ ]  |
| **4.** | **Other Security Instruments*****(Borrower Confirmation)***  | Borrower has confirmed that there are none of the following:* Recorded security instruments securing the Regulatory Agreement that either (a) will not be released at closing or (b) is not expressly subordinate to any mortgage lien
* And deeds or unrecorded security instruments securing the Regulatory Agreement
 | [ ]  | [ ]  |