

[TO BE PROVIDED TO LENDER PRIOR TO CLOSING]

**DESIGN ARCHITECT'S OPINION LETTER
[to be prepared on architect's letterhead stationery]**

_____, 20__

WISCONSIN HOUSING AND ECONOMIC
DEVELOPMENT AUTHORITY
201 W WASHINGTON AVE STE 700
P O BOX 1728
MADISON WI 53701-1728

Re: Project: [Insert Name of Project]
Project Location: [Insert Municipality Type (e.g. City, Village, Town, etc.)] of [Insert Municipality Name], County of [Insert County Name], Wisconsin
Lender Project No. [Insert WHEDA Project and Loan Number]

Ladies and Gentlemen:

(I am a/We are) duly licensed architect(s) authorized to practice architecture in the State of Wisconsin. **(I/We)** prepared the complete plans, specifications and addenda required for construction of the housing development to be known as [Insert Name of Project] located in the [Insert Municipality Type (e.g. City, Village, Town, etc.)] of [Insert Municipality Name], County of [Insert County Name], Wisconsin, and referred to as Lender Project No. [Insert WHEDA Project and Loan Number] (the "**Project**"). The contract documents are as follows:

[Identify here the contract drawings by sheet name, number and date, specification manual and construction contract/agreement with date, with changes, addenda, modifications, exceptions, and/or new issued drawings clearly identified.]

In connection therewith, **(I/we)** have examined such records, documents, certificates and other information as in our judgment are necessary or appropriate to enable **(me/us)** to render the opinions expressed below. Based upon the foregoing, **(I am/we are)** of the opinion that:

1. The following conditions, covenants, easements and restrictions, if any, set forth in Schedule B, Section II of the Title Insurance Commitment will not interfere with either the construction of the Project according to the plans, specifications and addenda, or the operation and use of the Project and all of its elements after construction is complete:

[DRAFTER'S NOTE: Set forth all conditions, covenants, easements and restrictions exactly as in Schedule B, Section II of the Title Insurance Commitment. If none, insert "none"].

2. To the best of my knowledge, the rights of the parties to the above stated matters will not be interfered with nor infringed upon by the construction or operation of the Project.

3. If the Project is constructed in accordance with the plans, specifications and addenda and is operated for its intended use as a multifamily residential facility which in part or whole is for lower income persons, the Project and its use and operation will comply with all applicable state and local building codes and zoning ordinances. All building permits, permits for access to and from streets and highways abutting the Project, and permits for access to and the use of public sanitary sewers, storm sewers, waterlines and other utility lines necessary for the construction, operation and use of the Project have been secured from all governmental authorities having jurisdiction over the Project, are valid, and are currently in full force and effect, and require no further action by the Project owner or others.

4. **If New Construction:** If the Project is constructed in accordance with the plans, specifications, and addenda, it will comply with the Uniform Federal Accessibility Standard (UFAS), Architectural Barriers Act of 1968, as amended, and Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act (ADA).

[OR] select the applicable paragraph

4. **If Rehabilitation:** If the Project is constructed in accordance with the plans, specifications, and addenda, it will comply with the accessibility design guidelines of the Fair Housing Amendments Act of 1988, and the Americans with Disabilities Act (ADA).

(I/We) hereby certify that **(I/we)** have no financial interest in the Project other than architectural fees for our services in connection with the design and construction of the Project.

Very truly yours,

Wisconsin Registration Number: _____