

**AHAP-372**  
**AHAP-Single Family Homeownership**  
**NOTICE OF CHANGE IN OWNERSHIP**

Pursuant to RSMo 32.100-125, a Land Use Restriction Agreement (LURA) must be recorded on all affordable housing developments assisted with the AHAP credit to assure affordability throughout a specified period. The LURA is binding on the initial and any subsequent owner of the property throughout its term and requires:

(a) The initial and subsequent owner-occupant must certify income eligibility defined in RSMo 32.105 at the time of the initial purchase contract and the preceding two years;

(b) The cost of the home to the occupant, which is the gross monthly mortgage payment including casualty insurance, mortgage insurance, and taxes, is reasonably affordable to the occupant. Reasonably affordable shall mean that the cost of the home shall be no greater than thirty percent of the maximum eligible household income as defined in RSMo 32.105; and

(c) The acquisition price to any subsequent owner cannot exceed by more than a 5% annual appreciation the acquisition price to the original eligible owner at the time the credits are claimed.

The seller must provide a copy of the LURA to the purchaser and file a notice of change in ownership to MHDC in order to ensure the continued compliance with the affordability restrictions as set forth in RSMo 32.100-125. Purchaser must execute this form certifying to the above-stated requirements.

MHDC Project Number: \_\_\_\_\_

\_\_\_\_\_  
Property Address

\_\_\_\_\_  
Seller's Name

\_\_\_\_\_  
Seller's Social Security Number

I, \_\_\_\_\_, as the current owner of record with MHDC for the above mentioned development, do certify to the following:

1. Current Owner's Name(s): \_\_\_\_\_
2. Indicate the type of ownership change:       Sale                       Exchange  
 Transfer                       Trade                       Other
3. Date of ownership change: \_\_\_\_\_
4. Acquisition price to Current Owner: \_\_\_\_\_
5. Acquisition price to New Owner: \_\_\_\_\_

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6. New Owner's Name(s): \_\_\_\_\_
7. New Owner's Social Security Number: \_\_\_\_\_
8. New Owner's Phone Number: \_\_\_\_\_
9. By my signature below, I, the seller, certify to the following:  
 The sales price of the property does not exceed by more than five percent annual appreciation the purchase price by which I acquired the property. This sale is in accordance with RSMo 32.100-32.125 and MHDC monitoring requirements. I have provided buyer with a copy of the Land Use Restriction Agreement (LURA).
10. By my signature below, I, the buyer, agree and certify to the following:  
 I agree to comply with the requirements set forth in (a) and (b) above and have completed the required documentation related to such requirements. I have received a copy of the LURA and certify all requirements of the LURA will be adhered to throughout its term. Any resale during the term of the LURA shall be in accordance with RSMo 32.100-32.125 and MHDC monitoring requirements.

Seller Signature

Buyer Signature

\_\_\_\_\_  
 Name of Seller (please print)

\_\_\_\_\_  
 Signature of Seller

\_\_\_\_\_  
 Title of Signatory

\_\_\_\_\_  
 Owner Address

\_\_\_\_\_  
 Owner City, State and Zip

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Name of Buyer (please print)

\_\_\_\_\_  
 Signature of Buyer

\_\_\_\_\_  
 Title of Signatory

\_\_\_\_\_  
 New Owner Address

\_\_\_\_\_  
 New Owner City, State and Zip

\_\_\_\_\_  
 Date

|  |  |
|--|--|
| STATE OF MISSOURI _____ )<br>_____ ) ss.<br>County of _____ )<br>The foregoing instrument was acknowledged before me this ___ day<br>of, _____ 20___ , by _____<br>My commission expires: _____<br>(S E A L) _____<br><span style="float: right;">Notary Public</span> | STATE OF MISSOURI _____ )<br>_____ ) ss.<br>County of _____ )<br>The foregoing instrument was acknowledged before me this ___ day<br>of, _____ 20___ , by _____<br>My commission expires: _____<br>(S E A L) _____<br><span style="float: right;">Notary Public</span> |
|--|--|