

# EXHIBIT A-4 – PROPERTY OWNER’S MANAGEMENT CERTIFICATION

## MHDC Multifamily Housing Property Owner-Management

Property Name: \_\_\_\_\_ Property Number: \_\_\_\_\_

City, , State: \_\_\_\_\_ County: \_\_\_\_\_ Date: \_\_\_\_\_

AS PROPERTY OWNER, I, \_\_\_\_\_, MAKE THE FOLLOWING CERTIFICATIONS AND AGREEMENTS TO THE MISSOURI HOUSING DEVELOPMENT COMMISSION (MHDC) REGARDING MANAGEMENT OF THE ABOVE PROPERTY:

1. Upon receiving MHDC approval, manage the property for the term and fee described below. Changes in the fee will be implemented only in accordance with MHDC’s requirements.
  - (a) Term of Agreement: This Agreement shall be in effect for a period of \_\_\_\_\_ years, beginning either on the date that pre-leasing activities begin or \_\_\_\_\_, and ending one year thereafter or \_\_\_\_\_, and is thereafter automatically renewable, under the same terms and conditions for successive one-year terms.
  - (b) Fees:
    - (1) \$ \_\_\_\_\_ per unit (during initial lease up only)
    - (2) \$ \_\_\_\_\_ per occupied unit
    - (3) \_\_\_\_\_ % of collected rental income  
(Collected rental income is described in MHDC Management Agent Handbook)
2. Disburse management fees from property income only after:
  - (a) We have submitted this Certification to MHDC; and
  - (b) Received approval from MHDC to manage this property; and
  - (c) MHDC has approved the management fee.
3. No fees may be earned or paid after MHDC has terminated the Management Certification.
4. In the event MHDC notifies me of an excessive management fee, I will within 30 days of MHDC’s notice either:
  - (a) Reduce the compensation to an amount MHDC determines to be reasonable and;
  - (b) Refund to the property all excessive fees collected, or
  - (c) Appeal MHDC’s decision and abide by the results of the appeal process, making any required reductions and refunds within 30 days after the date of the MHDC decision letter on the appeal. (Appeal procedures are described in MHDC Management Agent Handbook)
5. Perform all duties in accordance with MHDC Handbooks, notices, or other policy directives.
6. Comply with the property’s Regulatory Agreement, Mortgage and Mortgage Note, and any Modification Agreement.
7. Refrain from purchasing goods or services from entities that have identify-of-interest with us unless the costs are as low as or lower than arms-length, open-market purchases.
8. Ensure that all expenses of the property are reasonable and necessary.
9. Exert reasonable effort to maximize project income and to take advantage of discounts, rebates and similar money-saving techniques.
10. Obtain contracts, materials, supplies and services, including the preparation of the annual audit, on terms most advantageous to the project.
11. Credit the property with all discounts, rebates or commissions (including any sales or property tax relief granted by the State or local government) received.
12. Obtain the necessary verbal or written cost estimates and document the reasons for accepting other than the lowest bid.

13. Maintain copies of such documentation and make such documentation available for inspection during normal business hours.
14. Ensure that the types of insurance policies described below are in force and will be maintained at all times. Fidelity bonds and hazard insurance policies will name MHDC as an additional payee in the event of loss.
  - (a) Fidelity bond or employee dishonesty coverage for all principals of the Agent and all persons who participate directly or indirectly in the management and maintenance of the property and its assets, accounts and records. Coverage will be at least equal to the project's gross potential income for two (2) months or \$50,000, whichever is greater.
  - (b) Hazard and general liability insurance coverage in an amount required by the MHDC.
15. Furnish a timely response to MHDC's management review reports, physical inspection reports and written inquiries regarding the property's annual financial statements or monthly accounting reports.
16. Establish and maintain the project's accounts, books and records in accordance with:
  - (1) MHDC's administrative requirements
  - (2) Generally accepted accounting principles; and
  - (3) In a condition that will facilitate an audit.
17. Consider all records related to the operation of the property, regardless of where they are housed, to be considered the possessions of the property.
18. Allow MHDC and its representatives to inspect:
  - (a) any records which relate to the property's purchase of goods or services,
  - (b) the records of the Owner, and
  - (c) the records of companies having an identity-of-interest with the owner, and
  - (d) any and all other property records.
19. Include the following clause in any contract entered into with an identity-of-interest individual or business for the provision of goods or services to the property: "Upon request of MHDC, Owner or (insert name of contractor or supplier or note attached exhibit) will make available to MHDC, at a reasonable time and place, its records and records of identity-of-interest companies which relate to goods and services charged to the property. Records and information will be sufficient to permit MHDC to determine the services performed the location at which the services were performed, the time consumed in providing the services, the charges made for materials, and the per-unit and total charges levied for said services". The Owner agrees to request such records and make them available for MHDC's review.
20. The owner agrees that MHDC may, in their sole discretion, and based on any non-compliance with the provisions of this agreement cause the managing owner of the property to be removed from management. Any such demand shall be a signed written notice to the owner from MHDC. Upon any such removal, the Property Owner agrees to propose a replacement management agent within 30-days of the notice to terminate. MHDC is hereby granted an exclusive right to consent to any replacement management agent. Default under the provisions of the document may result in MHDC issuing notice to the appropriate governing authority of the non-compliance.
21. Submit a new Management Certification to MHDC before taking any of the following actions:
  - (a) Collecting a fee different from the fees approved by MHDC for the property.
  - (b) Permitting a new Agent to operate the property.
  - (c) Permitting a new Agent to collect a fee.
22. Comply with all Federal, State and local laws prohibiting discrimination against any persons on grounds of race, color, creed, familial status, handicap, sex or national origin, including Title VI of the civil Rights Act of 1964, Fair Housing Act, Executive Order 11063 and all regulations implementing those laws.
23. Give families with children equal consideration for admission, when the head of household or spouse is otherwise eligible.
24. Give handicapped person's priority for units that were built and equipped specifically for the handicapped.
25. (If the property receives any form of direct Federal financial assistance) Comply with Section 3 of the Housing and Urban Development Act of 1968 and its implementing regulations, and comply with the provisions of Section 504 of the Rehabilitation

Act of 1973, as amended, the Age Discrimination Act of 1975 and all regulations and administrative instructions implementing these laws.

- 26. Furnish MHDC any reports and information required to monitor the project's compliance with the Owner's fair housing and affirmative marketing requirements.
- 27. Not discriminate against any employee, applicant for employment or contractor because of race, color, handicap, religion, sex or national origin.
- 28. Provide minorities, women and socially and economically disadvantaged firms equal opportunity to participate in the property's procurement and contracting activities.
- 29. Read and understand MHDC's definition of "identify-of-interest" (IOI) and recognize that the statement(s) and information entered below is true:
  - (a) No identity-of-interest exists among the Owner, and any individuals or companies that regularly do business with the property unless such identity-of-interest has been disclosed to MHDC.
  - (b) Only individuals and companies listed on the attached (if applicable) have an identity-of-interest with the Owner.
- 30. The Management Entity Profile, dated \_\_\_\_\_, is accurate and current as of the date of this Certification.
- 31. Submit an updated profile whenever there is a significant change in the organization or operations of the managing entity.
- 32. The items checked below are attached:

- New Management Entity Profile
- Updated Management Entity Profile
- IOI list (Owner)
- Training Certificates

**Warnings:**

MHDC may seek civil money penalties to be paid by the mortgagor through personal funds for:

- (1) Violations of an agreement with MHDC to use non property funds for certain specified purposes as a condition of receiving transfers of physical assets, capital advance loans, and modification of mortgage terms or workout. The penalties could be as much as MHDC's loss at a foreclosure sale or sale after foreclosure.
- (2) Violations of specific conditions of the Regulatory Agreement.

**By Property Owner: Print Name, title,**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**FOR MHDC USE ONLY**

**Date:**

- Approved            /   /
  - Denied                /   /
  - Amended             /   /
- Explain: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
                                         Asset Management Director