CARRINGTON
MORTGAGE SERVICES, LLC

Non-Prime Underwriting Guidelines

DOCUMENT OVERVIEW

Purpose

The following document describes the responsibilities and requirements of the Carrington Mortgage Services, LLC (CMS) Mortgage Lending Division Underwriter (Underwriter) when reviewing and underwriting mortgage loan applications. The purpose of credit and property underwriting is to ensure that each loan meets high quality standards that make the loans acceptable to CMS Mortgage LLC.

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Document Overview (continued)

Revision Summary

Date	Version	Description of Change
02/12/18	1.3	• Revised **Appraisal Review** section. • Revised **Transferred Appraisal** requirements. • Added **24 Months Bank Statement** requirements. • Revised **Reserve Requirements**.
01/31/18	1.2	• Added **Continuity of Obligation** requirements. • Revised **Employment History** -**Gaps in Employment** section requirements. • Added **Like-Kind Exchanges** requirements.
01/29/18	1.1	• Revised **Documentation** section to reflect Full Documentation is required. • Revised **Prepayment Penalties, Points, and Fees** section to reflect Prepayment Penalties are not required. • Revised **Fraud Alerts** section. • Revised **Credit Report** section to add “Soft Pull”. • Revised **Residual Income** section. • Revised **First Time Investor** to make them ineligible for Investor Advantage credit grade. • Revised **Student Loans** to add Income Based Repayment (IBR) requirements. • Revised **Log Homes** and **Rural Properties** to be ineligible property types. • Removed references to Expanded Prime and Near Prime products. • Updated urls throughout the document.
01/12/18	1.0	New document.

INTRODUCTION

These guidelines serve to provide direction and consistency in loan, borrower, and property eligibility.

GENERAL PROGRAM INFORMATION

Programs

See the CMS Non-Prime Matrix for details:

- Non-Prime Program (Credit Grades A-, B+, B, and RHE)
- Investment Property Program (Credit Grades A, A- and Investor Advantage)

Documentation

Full Documentation or Bank Statement Documentation is required.

Products

See applicable CMS Non-Prime Matrix.

Loan Amounts and Loan-to-Values

See applicable CMS Non-Prime Matrix.

State Restrictions

See applicable CMS Non-Prime Matrix.

Loan Age

The period between the note date and the purchaser's funding date cannot exceed 60 days.

Prepayment Penalties, Points, and Fees

Total points, fees, and APR may not exceed current state and federal high-cost thresholds.

Prepayment penalties are not required. See the CMS Non-Prime Matrix for details.

Note: States may impose different definitions of points and fees, rate/APR, or prepayment penalties than apply under HOEPA. States may also use different triggers in each category for determining whether a loan will be a "high-cost mortgage" (or equivalent terms) under state law. As a matter of policy, CMS does not offer high-cost mortgages (or equivalent terms) under Federal or state law, regardless of the basis for the loan's treatment as such.

Exceptions

Exceptions to published guidelines are considered on a case-by-case basis. Loans with exception requests should exhibit strong compensating factors. All exception requests must be submitted to the Underwriting Manager along with any supporting documentation according to CMS Exception policy.

General Program Information (continued)

Alternative Loan Program Analysis

All loan applications are to be reviewed for possible approval under a traditional conventional conforming or FHA loan program offered by the CMS. Underwriter to complete the *CMS Alternative Program Analysis Form* to ensure borrowers are proceeding under the appropriate loan program.

TRANSACTIONS

Occupancy

Primary Residence

A primary residence (or owner-occupied property) is a dwelling occupied by the borrower as his or her principle residence.

To qualify as a primary residence, the transaction must meet each of the following criteria:

- Property is located in the same general area as the borrower's employment
- Borrower intends to occupy the subject property for the majority of the year
- Property possesses physical characteristics that accommodate the borrower's family

Second Home

A second home is a dwelling occupied by the borrower in addition to their primary residence (may also be referred to as a vacation home). Second homes are restricted to 1-unit dwellings.

Typical second homes should meet the following criteria:

- Be located a reasonable distance away from the borrower's primary residence
- Must be occupied by the borrower for some portion of the year
- Suitable for year-round occupancy
- Borrower must have exclusive control over the property
- Must not be subject to any timeshare arrangements, rental pools or other agreements which require the borrower to rent the subject property or otherwise give control of the subject property to a management firm

Investment Property

An investment property (or non-owner occupied property) is an income-producing property that the borrower does not occupy.

Transactions (continued)

Purchase

A purchase transaction is one which allows a buyer to acquire a property from a seller. A copy of the fully executed purchase contract and all attachments or addenda is required.

The lesser of the purchase price or appraised value of the subject property is used to calculate the loan-to-value.

General Refinance Requirements

Rate/term refinance and cash-out refinance transactions are allowed.

All investment property refinances require an appraisal review product. See Appraisal Review Process for detailed requirements.

Determining Loan-to-Value

If the subject property was acquired > 12 months from application date, the appraised value must be used to determine loan-to-value.

If the property was acquired ≤ 12 months from application date, the lesser of the current appraisal value or previous purchase price plus documented improvements (if any) must be used. The purchase settlement statement and any invoices for materials/labor will be required.

Investor Advantage Credit Grade

The following standards apply to refinance transactions under Investor Advantage:

- If the property was acquired > 12 months from application date, the appraised value must be used to determine loan-to-value.
- For properties acquired between 7 and 12 months from application date, the maximum loan-to- value cannot exceed 65% based on the current appraised value.
- If the property was acquired < 6 months from application date, the lesser of the current appraised value or the previous purchase price plus documented improvements (if any) must be used. The purchase settlement statement and any invoices for materials/labor will be required.

Transactions (continued)

General Refinance Requirements (continued)

Benefit to Borrower

In keeping with the commitment of responsible lending, all primary residence and second home refinance transactions must have a measurable benefit to the borrower.

When determining the benefit on a refinance transaction, one or more of the following must exist to support the benefit to the borrower:

- Balloon payoff
- Title transfer
- Property retention
- Rate reduction
- P&I reduction
- Debt reduction
- Uncontrolled cash-out

State-specific and/or federal benefit to borrower compliance requirements must be adhered to. Underwriters are to complete the *CMS Benefit for Borrower Worksheet* to ensure compliance with the CMS benefit to borrower policy. Files must contain documentation supporting the acceptable benefit.

Additional restrictions apply if the new loan refinances an existing loan considered to be a special mortgage.

A special mortgage is originated, subsidized, or guaranteed by or through a state, tribal, or local government, or nonprofit organization that either bears a below-market interest rate at the time the loan was originated or has nonstandard payment terms beneficial to the borrower, such as payments that vary with income, are limited to a percentage of income, or where no payments are required under specified conditions.

If the borrower will lose one or more of the benefits of the special mortgage, then both of the following apply:

- Underwriter must check that the loan complies with all applicable state and local laws as well as laws associated with the subject special loan program for compliance; and
- Underwriter must take special care to ensure a net tangible benefit to the borrower

Properties Listed for Sale

To be eligible for either a rate/term or a cash-out refinance, the subject property must be taken off the market on or before application date. The borrower must also confirm in writing the reason for the prior listing and intent to occupy the subject property.

For cash-out transactions, if the subject property was listed for sale in the 6 months prior to application date, a 10% LTV reduction from the maximum available for the specific transaction is required.

The lesser of the most recent list price or the current appraised value should be used to determine loan- to-value for both rate/term or cash-out transactions.

Transactions (continued)

Rate/Term Refinance

A rate/term refinance is the refinancing of an existing mortgage for the purpose of changing the interest and/or term of a mortgage without advancing new money on the loan.

The mortgage amount for a rate/term refinance is limited to the sum of the following:

- Existing first mortgage payoff
- Closing costs and prepaid items (interest, taxes, insurance) on the new mortgage
- The amount of any subordinate mortgage liens used in their entirety to acquire the subject property (regardless of seasoning)
- The amount of a home equity line of credit in first or subordinate lien position that was used in its entirety to acquire the subject property (regardless of seasoning)
- Any subordinate financing that was not used to purchase the subject property provided:
    - For closed end seconds, the loan is at least one year seasoned as determined by the time between the note date of the subordinate lien and the application date of the new mortgage
    - For HELOCs and other open-ended lines of credit, the loan is at least one year seasoned and there have been less than $2,000 in total draws over the past 12 months

If the most recent first mortgage transaction on the property was a cash-out refinance within the last 6 months, the new mortgage is not eligible as a rate/term and must proceed as a cash-out refinance. Note date to note date is used to calculate the 6 months.

On rate/term transactions, the borrower may only receive cash back in an amount that is the lesser of 2% of the new mortgage balance or $2000.

Transactions (continued)

Cash-Out Refinance

A cash-out refinance is a refinance that does not meet the rate/term refinance definition. Cash-out would include a refinance where the borrower receives cash from the transaction or when an open-ended subordinate lien (that does not meet the rate/term seasoning requirements) is refinanced into the new transaction.

A mortgage taken out on a property previously owned free and clear is always considered a cash-out refinance. The mortgage amount for a cash-out refinance transaction may include any of the following:

- Existing first mortgage payoff
- Closing costs and prepaid items (interest, taxes, insurance) on the new mortgage
- The amount of any subordinate mortgage liens being paid off that do not meet seasoning and draw history requirements as described in Rate/Term Refinance
- The amount of any non-mortgage related debt paid off through closing
- Additional cash in hand reflected on the settlement statement

A signed letter from the borrower disclosing the purpose of the cash-out must be obtained on all cash-out transactions. The Underwriter should ensure the purpose of the cash-out is also reflected on the loan application.

Investor Advantage Credit Grade

The Investor Advantage Credit Grade is designed for investment, non-owner occupied loans that are designated for business purposes only. Proceeds of the loan are limited to the purchase, improvement, or maintenance the subject property. Utilizing proceeds of the loan for personal, family, or household purposes is prohibited.

Seasoning

For all cash-out refinance transactions, a minimum of 6 months must have elapsed since the most recent mortgage transaction on the subject property (either the original purchase transaction or subsequent refinance). Note date to note date is used to calculate the 6 months. See also Determining Loan-to-Value for calculating LTV.

There is no waiting period if the borrower acquired the property through an inheritance or was legally awarded the property through divorce, separation, or dissolution of a domestic partnership. See also Inherited Properties and Property Buyouts.

Transactions (continued)

Cash-Out Refinance (continued)

Investment Property Seasoning

For investment properties owned ≤ 36 months, the loan amount on investment property transactions may not exceed the original purchase price. If the requested loan amount exceeds the original purchase price, the loan amount can be approved if the LTV is at least 10% below the published maximum LTV.

Delayed Financing

Cash-out on properties purchased by the borrower with cash and owned less than 6 months is allowed. The following requirements apply:

- Original transaction was an arm's-length transaction
- Settlement statement from purchase confirms no mortgage financing used to acquire subject
- Source of funds used for purchase documented (gift funds may not be included)
- New loan amount can be no more than the actual documented amount of the borrower's initial investment in purchasing the property plus the financing of closing costs, prepaid fees, and points on the new mortgage loan
- All other cash-out refinance eligibility requirements must be met

Cash-Out Limits

CASH-OUT LIMITS			
Program	**No LTV Reduction**	**5% LTV Reduction**	**10% LTV Reduction**
NON-PRIME PROGRAM	Up to $250,000	$250,001 - $500,000	N/A
INVESTMENT PROPERTY PROGRAM	Up to $250,000	$250,001 - $500,000	N/A
When cash out > $100,000, an appraisal review product is required. See Appraisal Review Process.			

Transactions (continued)

Flip Transactions

When the subject property is being resold within 365 days of its acquisition by the Underwriter and the sales price has increased more than 10%, the transaction is considered a "flip". To determine the 365-day period, the acquisition date (the day the seller became the legal owner of the property) and the purchase date (the day both parties executed the purchase agreement) should be used.

Flip transactions are subject to the following requirements:

- All transactions must be arm's length, with no identity of interest between the buyer and property seller or other parties participating in the sales transaction
- No pattern of previous flipping activity may exist in the last 12 months. Exceptions to ownership transfers may include newly constructed properties, sales by government agencies, properties inherited or acquired through divorce, and sales by the holder of a defaulted loan
- The property was marketed openly and fairly, through a multiple listing service, auction, for sale by owner offering (documented) or developer marketing
- No assignments of the contract to another buyer
- If the property is being purchased for more than 5% above the appraised value, a signed letter of acknowledgement from the borrower must be obtained
- An additional appraisal product is required. See Appraisal Review Process

Flip transactions must comply with the HPML appraisal rules in Regulation Z. The full Reg Z revisions can be found at http://www.consumerfinance.gov/policy-compliance/rulemaking/final-rules/appraisals-higher-priced- mortgage-loans/. A second appraisal is required in the following circumstances:

- Greater than 10% increase in sales price if seller acquired the property in the past 90 days
- Greater than 20% increase in sales price if seller acquired the property in the past 91-180 days

Investor Advantage Credit Grade

Flips are not allowed under the Investor Advantage Credit Grade. Seller must be in title for > 180 days.

Transactions (continued)

Non-Arm's Length Transactions

Non-arm's length transactions involve a direct relationship outside of the subject transaction between a borrower and a party to the loan. The appraiser must be informed of the relationship and address any impact on market value.

Examples of non-arm's length transactions include, but are not limited to, the following:

- Family member sales
- Renters purchasing from current landlord
- Buyer trading properties with the seller
- Property seller foreclosure bailouts
- Existing buyer relationship with loan officer, real estate agents, closing agent, appraiser, builder, or developer

Non-arm's length transactions are subject to all of the following requirements:

- Primary residence only
- Relationship must be fully disclosed
- An appraisal review product is required
- Borrower to provide a written explanation stating relationship to the seller and reason for purchase
- Borrower to provide a copy of the canceled earnest money check paid to the property seller
- Underwriters must be satisfied that the transaction makes sense and that the borrower will occupy the property
- All liens on title to be paid in full and reflected on the settlement statement
- Lesser of sales price or current appraised value to be used to calculate the LTV
- Borrowers cannot provide services on transaction (closing agent, title agent, appraiser, etc.)
- Borrower may not be an owner of a business entity selling the subject property

The following additional requirements apply only to family sales:

- Payment history for the seller's mortgage on the subject property must be obtained and show no pattern of delinquency within the past 12 months (if applicable)
- Verification that the borrower has not been in title to the property in the past 24 months
- Gift of equity is permitted

Transactions (continued)

Inherited Properties and Property Buyouts

Refinances of inherited properties and properties legally awarded to the borrower (divorce, separation, or dissolution of a domestic partnership) are allowed. If the subject property was acquired < 12 months prior to loan closing, the transaction is considered a cash-out.

These transactions are subject to the following:

- Written agreement signed by all parties stating the terms of the buyout and property transfer must be obtained
- Equity owners must be paid through settlement
- Subject property has cleared probate and property is vested in the borrower's name
- Current appraised value is used to determine loan-to-value

Land Contract/ Contract for Deed

When the proceeds of a mortgage transaction are used to pay off the outstanding balance on a land contract that was executed more than 12 months prior to the date of the loan application, the transaction is considered rate/term refinance.

If the land contract was executed within 12 months of the date of the loan application, the transaction is considered a purchase.

The following requirements apply:

- Primary residence only
- Copy of fully executed land contract and payoff(s) to be obtained
- Copies of canceled checks for 12 months (or term of the lease if less) as evidence of timely payments
- If the land contract was executed less than 12 months ago, the borrower's previous housing payment history must also be verified to complete a completed 12-month history
- Liens on title to be paid in full and reflected on settlement statement at closing
- If the contract was executed less than 12 months ago, the lesser of the purchase price or the current appraised value must be used to determine LTV. The current appraised value may be used to determine LTV if the land contract was executed over 12 months ago.
- Cash-out and non-arm's length transactions not eligible

Transactions (continued)

Lease with Purchase Option	Lease with purchase option transactions are allowed for primary residences only. Borrowers may apply a portion of the rent paid to their down payment requirements. See Rent Credit for Lease with Purchase Option for detailed requirements. For lease with purchase option transactions, the file must contain: • Copy of fully executed rental/purchase agreement verifying monthly rent and the specific terms of the lease; and • Copies of canceled checks for 12 months (or term of lease if less) as proof of rental payments
Permanent Financing for New Constructions	The conversion of construction-to-permanent financing involves the granting of a long-term mortgage to a borrower to replace interim construction financing obtained by the borrower to fund the construction of a new residence. The borrower must hold title to the lot, which may have been previously acquired or purchased as part of the transaction. When a refinance transaction is used, the borrower must have held legal title to the lot before he/she applied for the construction financing and must be named as the borrower for the construction loan. A construction-to-permanent transaction may be closed as a purchase, rate/term refinance or cash-out refinance. All construction work must be complete. See New Construction. For lots owned ≥12 months from application date for the subject transaction, LTV is based on the current appraised value. For lots owned < 12 months from application date for subject transaction, LTV is based on the lesser of the current appraised value of the property or the total acquisition costs (sum of construction costs and purchase price of lot).

CONTINUITY OF OBLIGATION

Non-Prime Loans

If there is currently an outstanding lien that will be satisfied with the refinance transaction, there must be continuity of obligation. Loans with an acceptable continuity of obligation may be underwritten as either a no cash-out or a cash-out refinance transaction based on the definitions in this document.

Acceptable Continuity of Obligation

- At least one borrower obligated on the new loan was also a borrower obligated on the existing loan being refinanced.
- The borrower has been on title and residing in the property for at least 12 months and has either paid the mortgage for the last 12 months or can demonstrate a relationship (relative, domestic partner, etc.) with the current obligor.
- The loan being refinanced and the title to the property are in the name of a natural person or limited liability company (LLC) as long as the borrower was a member of the LLC prior to transfer. Title should not be transferred back to the LLC after closing. Transfer of ownership from a corporation to an individual does not meet the continuity of obligation requirement.
- The borrower has recently inherited or was legally awarded the property (divorce or separation).

No Acceptable Continuity of Obligation

If the borrower is currently on title but is unable to demonstrate an acceptable continuity of obligation, or there is no outstanding lien against the property, the loan is still eligible as a cash-out refinance transaction with these additional limits:

- No outstanding liens (i.e., purchased for cash or previous mortgage loans that have been paid off)
    - If the property was purchased within the 6 to 12 month period prior to the application date, the LTV/CLTV/HCLTV ratios will be based on the lesser of the original sales price/acquisition cost (documented by the HUD-1 Settlement Statement) or the current appraised value.
    - If the property was purchased more than 12 months prior to the application date, the current appraised value will be used to calculate the LTV/CLTV/HCLTV ratios.

BORROWERS

A borrower is a credit applicant who will have ownership interest in the subject property, sign the security instrument, and sign the mortgage or deed of trust note. If two or more individuals own the property jointly, and are jointly and severally liable for the note, all are considered to be borrowers.

Customer Identification Program (CIP)

The USA Patriot Act requires banks and financial institutions to verify the name, date of birth, address and identification number of all borrowers. Underwriters are to follow the published CMS procedures for each seller to ensure the true identity of all borrowers has been documented.

Fraud Report and Background Check

All loans must include a third-party fraud detection report for all borrowers, borrowing entities and/or guarantors. Report findings must cover standard areas of quality control including, but not limited to: borrower validation, social security number verification, criminal records, and property information (subject property and other real estate owned). All high-level alerts on the report must be addressed by the Underwriter.

Investor Advantage Credit Grade

In addition to the fraud and background check requirements, CMS must provide evidence via an unsuccessful return if background check is not available. The fraud check should also include occupancy status to assist in the validation and endorsement of the *Business Purpose & Occupancy Affidavit.*

U.S. Citizen

U.S. Citizens are eligible for financing.

Permanent Resident Aliens

A permanent resident alien is a non-U.S. citizen authorized to live and work in the U.S. on a permanent basis. Permanent resident aliens are eligible for financing.

Acceptable evidence of lawful permanent residency must be documented and meet one of the following criteria:

- I-151 – Permanent Resident Card (Green Card) that does not have an expiration date
- I-551 – Permanent Resident Card (Green Card) issued for 10 years that has not expired
- I-551 – Conditional Permanent Resident Card (Green Card) issued for 2 years that has an expiration date, as long as it is accompanied by a copy of USCIS form I-751 requesting removal of the conditions

Un-expired Foreign Passport with an un-expired stamp reading as follows: “Processed for I-551 Temporary Evidence of Lawful Admission for Permanent Residence. Valid until mm-dd-yy. Employment Authorized.”

Borrowers (continued)

Non-Permanent Resident Alien

A Non-Permanent Resident Alien is a non-U.S. citizen authorized to live and work in the U.S. on a temporary basis. Non-Permanent Resident Alien borrowers are ineligible for the following:

- Bank Statement Documentation
- Investor Advantage Credit Grade

Verification of Residency Status

The following visa classifications are allowed as Non-Permanent Resident Aliens:

- A-1, A-2, A-3
- E-1, E-2, E-3
- G-1 through G-5
- H-1
- L-1
- NATO
- O-1
- R-1
- TN (NAFTA)

Copies of the borrower's passport and unexpired visa must be obtained. Acceptable alternative documentation to verify visa classification is an I-797 form (Notice of Action) with valid extension dates and an I-94 form (Arrival/Departure Record). Borrowers unable to provide evidence of lawful residency status in the U.S. are not eligible for financing.

A valid employment authorization document (EAD) must be obtained if the visa is not sponsored by the borrower's current employer. If the visa will expire within 6 months of loan application, it is acceptable to obtain a letter from the employer documenting the borrower's continued employment and continued visa renewal sponsorship (employer on the loan application must be the same as on the unexpired visa).

If a non-U.S. citizen is borrowing with a U.S. citizen, it does not eliminate visa or other residency requirements. Individuals in possession of spouse or family member visas are to qualify as co-borrowers only. A valid EAD must be provided to use income for qualification.

Borrowers who are residents of countries which participate in the State Department's Visa Waiver Program (VWP) will not be required to provide a valid visa. Participating countries can be verified through the U.S. Department of State website at http://travel.state.gov/content/visas/english/visit/visa-waiver-program.html.

Borrowers (continued)

Non-Permanent Resident Alien (continued)

Credit Requirements

A U.S. credit report is required for each borrower on the loan using a valid Social Security number. The credit report should provide merged credit information from the 3 major national credit repositories. A 2- year housing history is required.

- **Qualifying U.S. Credit:** The Qualifying U.S. Credit designation refers to a non-U.S. citizen borrower who meets Standard Tradelines in Tradeline Requirements. A Qualifying U.S. Credit borrower is eligible for all products and programs available on the CMS Non-Prime Matrix.
- **Qualifying Foreign Credit:** The Qualifying Foreign Credit designation refers to non-U.S. citizen borrowers who do not meet the Standard Tradeline requirements. A Qualifying Foreign Credit borrower may or may not have a U.S. credit report with no credit score, a single score, or a score with insufficient tradelines.

  Qualifying Foreign Credit borrowers must establish an acceptable credit history subject to the following requirements:

  - Three open accounts with a 2-year history must be documented for each borrower reflecting no late payments
  - A 2-year housing history can be used as tradeline
  - U.S. credit accounts can be combined with letters of reference from verifiable financial institutions in a foreign country to establish the 3 open accounts and an acceptable credit reputation. If letters of reference are obtained, they must:
    - State the type and length of the relationship, how the accounts are held, and status of the account;
    - Contact information must be provided for person signing the letter; and
    - Translations must be signed and dated by a certified translator.

Income/Employment Requirements

Standard guidelines apply for verifying income and employment of Non-Permanent Resident Aliens.

Borrowers (continued)

Non-Permanent Resident Alien (continued)

Assets

All funds required for down payment, closing costs, and reserves on Non-Permanent Resident Alien transactions must be seasoned for 60 days. See Asset Documentation. Foreign assets deposited into a U.S. institution within 60 days of application are acceptable if there is evidence that the funds were transferred from the country from which the borrower previously or currently resides. It must also be established that the funds belonged to the borrower before the date of transfer.

Assets required for closing (down payment and closing costs) must also be seasoned in a U.S. depository institution for 30 days prior to closing.

Borrowers with Qualifying U.S. Credit must have 6 months of PITIA reserves for the subject property. Qualifying Foreign Credit borrowers must have 12 months of PITIA reserves for the subject property.

Assets held in a foreign account can be used for reserves. The most recent 30-day account statement is required, and funds are to be converted to U.S. dollars using the current exchange rate. A letter of reference on company letterhead from a verifiable banking institution may also be obtained. Contact information must be provided by the person signing the letter, and the letter must state the type of relationship, length of the relationship, how accounts are held, and current balance. Any translation must be signed and dated by a certified translator.

Exclusionary List/OFAC/ Diplomatic Immunity

All parties involved on each transaction must be screened through any exclusionary list used by CMS. CMS should apply its exclusionary list policy to any loans originated under these guidelines.

Parties to the transaction must also be cleared through OFAC's SDN List (borrowers, property sellers, employers, banks, etc.). A search of the Specially Designated Nationals and Blocked Persons List may be completed via the U.S. Department of the Treasury website: https://sanctionssearch.ofac.treas.gov/

Borrowers from OFAC sanctioned countries are ineligible. Access the link below for a list of sanctioned countries: http://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx

Individuals with diplomatic immunity are not eligible due to the inability to compel payment or seek judgment. Verification the borrower does not have diplomatic immunity can be determined by reviewing the visa, passport, and/or the U.S. Department of State's Diplomatic List at http://www.state.gov/s/cpr/rls/.

Co-Borrowers

Co-borrower is often used to describe any borrower other than the first borrower whose name appears on the note. All borrowers are evaluated on their ability to meet credit requirements, and underwriting and eligibility standards. All co-borrowers must occupy and take title to the subject property. Co-borrowers may not be an interested party to the transaction. Possible examples include, but are not limited to, property seller, builder, realtor, appraiser (a buyer who also acts as their own buying agent is generally permitted.)

Borrowers (continued)

Non-Occupant Co-Borrowers/ Co-Signers/ Guarantors

Not allowed.

First Time Home Buyers

A First-Time Home Buyer is defined as a borrower who had no ownership interest in a residential property in the United States during the preceding 3-year period.

The following requirements apply to First-Time Home Buyer transactions:

- Primary residence and second homes only
- Minimum 560 score
- 6 months reserves after closing

If a borrower has not owned a property in the last 3 years but can document ownership in the preceding 5-year period, the above criteria are waived.

Limited Power of Attorney

A Limited Power of Attorney (POA) is acceptable when following requirements are met:

- POA is specific to the transaction
- Recorded with the Mortgage/Deed of Trust
- Contains an expiration date
- Used only to execute the final loan documents
- Borrower who executed the POA signed the initial 1003
- No interested party to the transaction (such as property seller, broker, loan officer, realtor, etc.) may act as Power of Attorney
- Not permitted on cash-out transactions

Vesting and Ownership

Ownership must be fee simple. Acceptable forms of vesting are:

- Individuals
- Joint tenants
- Tenants in Common

Multiple Financed Properties

Financed properties are limited to 5. When the transaction is for a 2nd home or investment property, 2 months of additional reserves for each financed property is required.

CMS Mortgage exposure may not exceed $5M aggregate with a maximum of four loans for each individual borrower. Exceptions to this policy will be reviewed on a case-by-case basis.

Borrowers (continued)

Ineligible Borrowers

The following borrowers are not eligible:

- Borrowers with diplomatic immunity or otherwise excluded from U.S. jurisdiction
- Residents of any country not permitted to transact business with US companies are ineligible (as determined by any U.S. government authority)
- Irrevocable Trusts or Land Trusts
- Borrowers less than 18 years old
- Loans to employees of CMS
- Limited and General Partnerships
- Corporations
- Inter Vivos Revocable Trust
- Limited Liability Company (LLC)
- Foreign Nationals

CREDIT ANALYSIS

Equal Credit Opportunity Act, Fair Housing Act and State Fair Lending Laws

The Federal Equal Credit Opportunity Act prohibits lenders from discriminating against credit borrowers on the basis of race, color, religion, national or ethnic origin, sex, marital or familial status, age (provided the borrower has the capacity to enter into a binding contract), disability, because all or part of the borrower’s income is derived from a public assistance program or because the borrower has, in good faith, exercised any rights under the Consumer Credit Protection Act. State laws may also prohibit discrimination on certain additional basis such as sexual orientation.

Similarly, the Fair Housing Act prohibits lenders from discriminating against mortgage borrowers on the basis of race, color, religion, sex, familial status, national origin, or disability.

Credit Analysis (continued)

Credit Report

A credit report is required for every borrower, guarantor, and any majority member of a borrowing entity. The credit report should provide merged credit information from the 3 major national credit repositories. A valid Social Security number (SSN) is required for all borrowers on the loan.

Either a three-bureau merged report or a Residential Mortgage Credit Report (RMCR) is required. The credit report should include verification of all credit references provided on the loan application and must certify the results of public record searches for each city where the individual has resided in the last 2 years.

Age of Credit Report/Credit Documentation

All credit documentation, including the credit report, may not be more than 120 days old at the time of closing.

Fraud Alerts

The three national credit repositories have developed automated messaging to help identify possible fraudulent activity on a credit report. Examples of fraud alerts include:

- Initial 90-day Fraud Alert
- Extended Fraud Alert
- Active Duty Alert
- HAWK Alert

All Fraud Alerts must be properly addressed and resolved in accordance with CMS policy. The actions must be reasonable and compliant with applicable laws. An underwriting decision cannot be made without full resolution of the alert.

Credit Report Security Freeze

The credit report used to evaluate a loan may not reflect a security freeze and must be resolved prior to an underwriting decision. If a borrower unfreezes his or her credit after the date the original credit report was ordered, a new three-bureau merged report must be obtained to reflect current and updated information from all repositories.

Inquiries

A signed letter of explanation from the borrower or creditor is required for all inquiries within the most recent 90 days to determine whether additional credit was granted as a result of the borrower's request.

Updated Payment Histories

Payment histories may be requested directly from a creditor when the credit report indicates delinquencies have been removed or when the majority of credit is from a non-institutional lender.

Soft Pull Credit Report

A soft pull credit report is required within 10 days of closing.

Credit Analysis (continued)

Credit Score Requirements

The primary wage-earner score is used as the Representative Credit Score for each loan. The primary wage- earner must have a valid score from at least 2 of the following 3 agencies: Experian (FICO), Trans Union (Empirica), and Equifax (Beacon). Only scores from these agencies are acceptable. Additional borrowers on the loan must have at least one valid score of 500 or greater.

To determine the Representative Credit Score for the primary wage-earner, select the middle score when 3 agency scores are provided and the lower score when only 2 agency scores are provided.

Investor Advantage Credit Grade

The applicable credit score is the middle of three scores provided for any borrower. If only two credit score are obtained, the lesser of two will be used. When there are multiple borrowers/guarantors, the lowest applicable score from the group of borrowers/guarantors is the representative credit score for qualifying.

Credit Analysis (continued)

Tradeline Requirements

<table>
<tr><th colspan="4">Minimum Tradelines</th></tr>
<tr><th></th><th>Occupancy</th><th>Tradeline History</th><th>Minimum Standards</th></tr>
<tr><td rowspan="2">Standard Tradelines</td><td>Primary and Second Homes</td><td rowspan="2">3 tradelines reporting for 12+ months with activity in last 12 months

or

2 tradelines reporting for 24+ months with activity in last 12 months</td><td rowspan="2">0X60 for most recent 12 months</td></tr>
<tr><td>Investment</td></tr>
<tr><td>*Limited Tradelines</td><td>Primary and Second Homes</td><td>Does not meet minimum tradeline requirements</td><td>N/A</td></tr>
<tr><td colspan="4">*Limited Tradelines allowed only on the Non-Prime Program.</td></tr>
</table>

To qualify as a valid tradeline, the following requirements apply:

- The credit line must be reflected on the borrower's credit report
- The account must have activity in the past 12 months and may be open or closed
- Tradelines used to qualify may not exceed 0x60 in the most recent 12 months
- An acceptable 12- or 24-month housing history not reporting on credit may also be used as a tradeline

Only the primary wage-earner must meet the minimum tradeline requirements listed above.

Credit lines on which the borrower is not obligated to make payments are not acceptable for establishing a minimum history. Examples of unacceptable tradelines include loans in a deferment period, collection or charged- off accounts, accounts discharged through bankruptcy, and authorized user accounts. Student loans can be counted as tradelines as long as they are in repayment and are not deferred.

Investor Advantage Credit Grade

For the Investor Advantage Credit Grade, all borrowers must meet the minimum tradeline requirements.

Standard Tradelines

Borrowers qualifying with Standard Tradelines are eligible for all occupancy types and programs.

Credit Analysis (continued)

Tradeline Requirements (continued)

Limited Tradelines

The following requirements apply when qualifying with Limited Tradelines:

- Primary residence and second homes only
- 10% minimum borrower contribution
- Minimum 6 months reserves after closing
- Full documentation of income (Bank Statement Documentation not allowed)
- Not eligible for the Investment Property Program

When qualifying with Limited Tradelines, the lower of either the Representative Loan Score or a 580 score is used to qualify the borrower on the CMS Non-Prime Matrix. The loan may be priced using the actual Representative Loan Score.

Insufficient Tradelines/Non-Traditional Credit

Non-traditional credit is not allowed. Each borrower must have a valid and usable score as defined in Credit Score Requirements.
If the borrower does not meet the requirements for Standard Tradelines but still has a valid credit score, he or she may qualify under Limited Tradelines.

Credit Analysis (continued)

Mortgage and Rental Payment Verification

Mortgage and rental payments not reflected on the original credit report must be documented via an institutional Verification of Rent or Verification of Mortgage (VOR/VOM). A combined total of all late mortgage and rental payments in the past 12 months must be used to determine the housing history.

If the borrower is making payments to an individual or interested party, 12 months of cancelled checks or bank statements must be obtained. A VOR/VOM is not required but may be requested for clarification.

All mortgages and rental payments should be current at time of closing. If the credit report or VOR/VOM reflects a past-due status, updated documentation is required to verify account is current.

Non-Prime Housing Verification

See the CMS Non-Prime Matrix.

RHE Credit Grade: All mortgages and rental payments must be paid as agreed for the last 12 months, or since the date the Recent Housing Event was cured (if Housing Event occurred less than 12 months ago). Mortgage and rental lates prior to the Housing Event are disregarded.

See Housing Events for definition of Recent Housing Event.

Investment Property Program Housing Verification

- **A Credit Grade** – See the CMS Investment Property requirements on the CMS Non-Prime Matrix
- **A- Credit Grade -** Mortgage payments on all properties must be paid as agreed for the last 12 months, or since the date Recent Housing Event was cured (if Housing Event occurred less than 12 months ago). Mortgage lates prior to the Housing Event are disregarded. See Housing Events for definition of Recent Housing Event.
- **Investor Advantage Credit Grade -** Mortgage history on a primary residence may not exceed 1X30 in the last 12 months.

  Mortgage history on all other properties owned may not exceed 0X60 in the last 12 months. 1x60 is allowed on purchase transactions only with a 5% LTV reduction.

Credit Analysis (continued)

Mortgage and Rental Payment Verification (continued)

No Housing History or Less than 12 Months Verified

Borrowers who do not have a complete 12-month housing history are subject to the following restrictions:

- Primary residence and second homes only
- Minimum 6 months reserves after closing
- 10% minimum borrower contribution
- Payment Shock is not considered
- VOR/VOM must be obtained for all months available reflecting paid as agreed
- Full documentation of income (Bank Statement Documentation not allowed)
- Properties owned free and clear are considered 0x30 for grading purposes.

Mortgage Modification

A mortgage modification resulting in any of the attributes listed below is subject to Housing Event seasoning guidelines under Housing Events:

- Forgiveness of a portion of principal and/or interest on either the first or second mortgage
- Application of a principal curtailment by or on behalf of the investor to simulate principal forgiveness
- Conversion of any portion of the original mortgage debt to a “soft” subordinate mortgage
- Conversion of any portion of the original mortgage debt from secured to unsecured

Rolling Late Payments

Rolling late payments are not considered a single event. Each occurrence of a contractual delinquency is considered individually for loan eligibility.

Past Due Accounts

Past due consumer debts can be no more than 30 days past due at time of closing.

Written Explanations for Derogatory Credit

Recent Housing Events and bankruptcies in the most recent 2 years must be explained by the borrower with a signed letter of explanation. Housing and consumer lates ≥ 60 days in the last 12 months also require written explanation. Supporting documentation may be required.

Credit Analysis (continued)

Delinquent Credit Belonging to Ex-Spouse

Delinquent credit belonging to an ex-spouse can be excluded from the credit evaluation when all of the following apply:

- Borrower provides a copy of the divorce decree or separation agreement which shows the derogatory accounts belong solely to the ex-spouse
- Late payments occurred after the date of the divorce or separation
- Evidence of title transfer prior to any delinquent debt must be provided if debt is a mortgage, and evidence of buyout as part of court proceedings

Collection accounts assigned to an ex-spouse may be excluded from aggregate collection totals with a divorce decree or separation agreement assigning the account solely to the ex-spouse.

See also Contingent Liabilities.

Lawsuit/Pending Litigation

If the application, title, or credit documents reveal that the borrower is presently involved in a lawsuit or pending litigation, a statement from the borrower's attorney is required. The statement must explain the circumstances of the lawsuit or litigation and discuss the borrower's liability and insurance coverage. A copy of the complaint and answer may also be needed. The title company closing the loan must be informed of the lawsuit or litigation and provide affirmative coverage of our first lien position.

Consumer Credit Counseling Service (CCCS)

Borrower enrollment in CCCS is allowed when a minimum of 12 months have elapsed on the plan and evidence of timely payments for the most recent 12 months is provided. The CCCS administrator must also provide a letter allowing the borrower to seek financing on a new home while enrolled in the plan.

If accounts included in CCCS plan reflect as charge-off or collection accounts on the credit report, the Underwriter can exclude these balances from the charge-off and collection limits in Collections and Charge-offs. The monthly CCCS plan payment must be included in the DTI calculation.

If a completion date is not shown on the credit report, the borrower is required to submit verification from the counseling agency establishing the date of completion.

Credit Analysis (continued)

Collections and Charge-Offs

The following accounts may remain open:

- Collections and charge-offs < 24 months old with a maximum cumulative balance of $2,000
- Collections and charge-offs ≥ 24 months old with a maximum of $2,500 per occurrence
- Collections and charge-offs that have passed beyond the statute of limitation for that state (supporting documentation required)
- All medical collections

Collection and charge-off balances exceeding the amounts listed above must be paid in full under the Investor Advantage Credit Grade.

Under all other programs, collection and charge-off account balances remaining after the exclusions listed above may remain open when one of the following is met:

- Borrower has sufficient reserves to cover remaining collection and charge-off balances (in addition to the published reserve requirement); or
- Payment for remaining collections and charge-offs included in DTI results in final DTI ≤ 50% (payment
- Calculated at 5% of balance of remaining unpaid collections and charge-offs).

A combination of the two options above is allowed. A portion of the unpaid collection balance can be included in the DTI while the remainder is covered by excess reserves. Collections and charge-offs that cannot be factored into DTI or reserves must be paid off.

Credit Analysis (continued)

Judgments and Tax Liens

Judgments and tax liens must be paid off prior to or at closing, unless the requirements listed below are met. Adverse credit that will impact title must be paid in full as title must insure our lien position without exception.

Court-ordered judgments may remain open when all of the following requirements are met (not permitted under the Investor Advantage Credit Grade):

- A copy of the repayment agreement is obtained;
- A minimum of 3 months has elapsed on the plan and evidence of timely payments for the most recent 3 months is provided; and
- The maximum payment required under the plan is included in the debt-to-income ratio.

Outstanding tax liens may remain open on purchase transactions only (additional LTV reductions may be required based on the size of the lien). All of the following requirements must be met:

- A copy of the repayment agreement is obtained;
- A minimum of 3 months has elapsed on the plan and evidence of timely payments for the most recent 3 months is provided;
- The maximum payment required under the plan is included in the debt-to-income ratio; and
- The title company must provide written confirmation confirming (a) the title company is aware of the outstanding tax lien, and (b) there is no impact to first lien position.

Credit Analysis (continued)

Bankruptcy

Non-Prime Program

- **Chapter 7 or 11 Bankruptcy**

  Chapter 7 and Chapter 11 bankruptcies must be discharged or dismissed for a minimum of 12 months from closing date.

- **Chapter 13 Bankruptcy**

  There is no seasoning requirement for Chapter 13 bankruptcies when discharged prior to closing. If the Chapter 13 bankruptcy was dismissed, 12-months' seasoning is required from the date of the dismissal. Full bankruptcy papers may be required.

  A Chapter 13 bankruptcy may remain open after loan closing when all of the following requirements are met:

  - A minimum 12-month repayment period in the bankruptcy has elapsed
  - Bankruptcy plan payments for the last 12 months have been made on time
  - Borrower has received written permission from bankruptcy court to enter into the transaction

  A cash-out refinance to pay off the remaining balance of a Chapter 13 bankruptcy is allowed. In addition to meeting the requirements listed above, the transaction must provide an overall reduction in monthly obligations for the borrower.

Investment Property Program

All bankruptcies must be discharged or dismissed for a minimum of 24 months from closing date.

Housing Events

A Housing Event is any one of the following events listed below. If the event occurred within 24 months of closing, it's considered a 'Recent' Housing Event:

- Foreclosure
- Deed-in-Lieu
- Short Sale
- Modification
- 1x120

Seasoning of a foreclosure, deed-in-lieu, or short sale is measured from the date of completed sale or final property transfer. The Housing Event must be completed prior to loan closing with no outstanding deficiency balance remaining.

For a 120-day mortgage late, seasoning is from the date the mortgage was brought current. Seasoning for a modification is from the date the modification was executed. See also Mortgage Modification.

Credit Analysis (continued)

Housing Events (continued)

If the property was surrendered in a Chapter 7 bankruptcy, the bankruptcy discharge date is used for seasoning. Bankruptcy papers may be required to show the property was surrendered. The foreclosure action is not required to be fully complete.

Non-Prime Program

- **A-, B+, B Credit Grades**

  Housing Events must be seasoned for a minimum of 24 months from loan closing.

- **RHE Credit Grade**

  There is no seasoning requirement for a Recent Housing Event under the RHE Credit Grade. It must be completed prior to loan closing with no outstanding deficiency balance remaining. A signed, detailed letter of explanation from the borrower providing the reason for the event must be obtained. If the explanation indicates an inability to make prior housing payments, the Underwriter must consider the reasonableness of the new housing payment in comparison to the prior housing payment.

Investment Property Program

- **A, A-, and Investor Advantage Credit Grades**

  Housing Events must be seasoned for a minimum of 24 months from loan closing.

- **A- Credit Grade**

  There is no seasoning requirement for a Recent Housing Event under the A- Credit Grade. It must be completed prior to loan closing with no outstanding deficiency balance remaining. A signed, detailed letter of explanation from the borrower providing the reason for the event must be obtained. If the explanation indicates an inability to make prior housing payments, the Underwriter must consider the reasonableness of the new housing payment in comparison to the prior housing payment.

LIABILITIES

Installment Debt

Installment debt is a monthly obligation with fixed payments and terms. Payments on installment loans must be included in the borrower's debt-to-income ratio.

Payments can be excluded if there are 10 or fewer monthly payments remaining to pay the debt in full. If the payment is substantial and exceeds 5% of the borrower's qualifying income, the Underwriter should review the overall transaction to ensure the remaining payments will not impact the borrower's ability to handle the new mortgage payment.

Installment debt paid in full prior to closing can be excluded from the debt-to-income ratio. Supporting documentation, such as a credit supplement or direct verification from the creditor, must be obtained as evidence the debt has been paid in full.

Revolving Debt

Revolving debt is open-ended debt in which the principal balance may vary from month to month. The minimum required payment as stated on the credit report or current account statement should be used to calculate the debt-to-income ratio. If no payment is stated on the credit report, the greater of $10 or 5% of the current balance should be included in the debt-to-income ratio calculation.

Revolving accounts are allowed to be paid off prior to or at closing in order to exclude the payment from the debt ratio. Supporting documentation, such as a credit supplement or direct verification from the creditor, must be obtained as evidence the debt has been paid in full. See Asset Documentation for sourcing and seasoning requirements.

Authorized User Account

Authorized user account should not be considered in the borrower's debt-to-income ratio.

Business Debt

A business debt is a financial obligation of a business and can be the sole responsibility of the business or be personally secured by the business owner, making that person also liable for the debt. If the debt is reflected on the borrower's personal credit report, the borrower is personally liable for the debt and it must be included in the debt-to-income ratio.

Debts paid by the borrower's business can be excluded from the debt-to-income ratio with any of the following supporting documentation:

- Most recent 6 months canceled checks drawn against the business account; or
- Tax returns reflect the business expense deduction; or
- Business bank account statement showing assets remain after funds to close and reserve requirements are with a balance greater than or equal to the balance of the debt.

If the debt is less than 6 months old, the payment must be included in the debt-to-income ratio.

Liabilities (continued)

Child Support, Alimony or Maintenance Obligations

Monthly alimony, child support or separate maintenance fees should be current at time of application and must be included in the borrower's debt-to-income ratio. File should contain supporting documentation as evidence of the obligation, such as a final divorce decree, property settlement agreement, signed legal separation agreement, or court order. If payments are past due, the arrearages must be brought current prior to loan closing.

If 10 or fewer payments remain, see Installment Debt to determine if the obligation may be excluded from the DTI calculation.

Contingent Liabilities

An individual has a contingent liability when an outstanding debt has been assigned to another party and the creditor does not release the borrower from liability. Contingent liabilities can be excluded from the debt-to- income ratio under any of the following scenarios:

- Property resulting from buyout of former co-owner (i.e. divorce): file must include the court order and evidence of transfer of ownership
- Mortgage assumption by third party: file must include the formal assumption agreement and evidence of transfer of ownership
- Court ordered assignment of debts: file must include a copy of the court order assigning the debt to another party

The Underwriter is not required to evaluate the payment history for the assigned debt after the effective date of the assignment.

Debts Paid By Others

If the Underwriter obtains documentation that a non-mortgage debt has been satisfactorily paid by another party for the past 12 months, then the debt can be excluded from the debt-to-income ratio. This policy applies regardless of whether the other party is obligated on the debt. The other party may not be an interested party to the transaction.

Housing Payments

The monthly mortgage payment (PITIA) used for qualification consists of the following:

- Principal and Interest
- Hazard and flood and insurance premiums
- Real Estate Taxes
- Special Assessments
- Association Dues
- Any subordinate financing payments on mortgages secured by the subject property

Lease Obligations

Lease obligations must be included in the debt-to-income ratio calculation, regardless of time remaining on the lease.

Liabilities (continued)

Material Recurring Non-Debt Obligations	Underwriters are not permitted to make inquiries or verifications prohibited by Regulation B. A recurring non-debt obligation is defined as medical expenses for the borrower or a dependent of the borrower that are expected to continue for greater than one year. If the borrower informs the Underwriter of a recurring non-debt obligation, the loan file must be noted. If the Underwriter believes it could be material to the borrower's ability to repay the loan, escalation is required. Documentation of material recurring non-debt obligations should be done consistent with CMS ability to repay policies.
Open 30-Day Charge Accounts	For open 30-day charge accounts that do not reflect a monthly payment on the credit report, or 30-day accounts that reflect a monthly payment that is identical to the account balance, 5% of the outstanding balance will be considered to be the required monthly payment. Open-end accounts do not have to be included in the monthly debt payment if the borrower has sufficient funds to pay off the outstanding account balance. The funds must be verified in addition to any funds required for closing and reserves. If the borrower paid off the account balance prior to closing, the Underwriter may provide proof of payoff in lieu of verifying funds to cover the account balance.
Retirement, Saving Plan Loans	Repayment for loans against a financial asset (retirement/savings plan, insurance policy) can be excluded from the total debt-to-income ratio provided the debt can be repaid by liquidating the asset. Value of the asset must be reduced by the amount of the debt when calculating funds to close and reserves.
Student Loans	Student loan obligations must be included in the debt-to-income ratio calculation, whether they are deferred or in repayment. If no payment is shown on the credit report, then the payment should be provided by the student loan lender. If a payment is unable to be determined, 1% of the current loan balance may be used. **Income Based Repayment (IBR)** If the borrower has an income-based repayment plan, CMS must use 1% of the current balance to determine the monthly payment to be included in the DTI.
Timeshares	For credit review purposes, timeshare obligations will be considered installment loans.

Liabilities (continued)

Undisclosed Debts

If asset statements provided reflect payments made on obligations not listed on the credit report or 1003, additional information must be obtained to determine if the liability should be included in the borrower's debt- to-income ratio.

If the obligation does not belong to the borrower, supporting documentation is required. If there is a non- borrower also on the account, a signed letter of explanation from the borrower is sufficient.

If the borrower is the obligor on the debt, an account statement and pay history should be obtained to review the account for acceptability. The payment must be included in the debt ratio.

DOCUMENTATION

Age of Loan Documentation

Unless otherwise noted, all loan documentation must be dated within 120 days of closing.

Employment/ Income Documentation

Documentation of income is required using Full Documentation or Bank Statement Documentation.

IRS 4506-T

IRS Form 4506-T must be completed and signed by all borrowers both at application and closing. 4506-T forms and transcripts are not required for business tax returns or loans utilizing Bank Statement Documentation for income.

Documentation received from executing the 4506-T must be reviewed and compared to the qualifying income to confirm consistency. Results from processing the 4506-T should generally be equal to or greater than the income used to qualify the loan. Any inconsistencies between the 4506-T results and qualifying income should be addressed by the Underwriter.

Pay Stubs and W-2s

Pay stubs and W-2s must be typed or computer generated. They should provide the borrower's full name, address, employer name, year-to-date earnings, and rate of pay.

If pay stubs reflects garnishments (child support, IRS, etc.) or any loan deductions, additional information will be required to determine if a monthly payment should be included in the debt-to-income ratio calculation.

W-2s should reflect a nine-digit Employer ID Number (EIN). Also, Social Security and Medicare withholding should be calculated at the appropriate rates on the W-2s and pay stubs.

Federal Income Tax Returns

For some types of income, federal income tax returns (personal and/or business) are required. See Self-Employed Income for detailed requirements.

Documentation (continued)

Employment/ Income Documentation (continued)	**Written Verification of Employment (WVOE)** Verbal Verifications of Employment must be obtained for each borrower using employment income to qualify. VVOEs must meet all of the following criteria: • Completed within 10 calendar days of closing • Confirm that the borrower is employed at time of verification • Include the name and phone number of person processing the VVOE • Include the name, position and phone number of the person providing the verification (employer) • Telephone number for the borrower's employer must be verified independently via any of the following: telephone book, the internet, directory assistance, or by contacting the applicable licensing bureau For self-employed borrowers, the existence of the business must be independently verified through a disinterested third party within 10 calendar days of closing. The loan file should reflect the documentation secured from these sources. Sources may include: o CPA, regulatory agency, or applicable licensing bureau; or o Verification of a phone and address listing using the Internet.

Documentation (continued)

Asset Documentation

Assets to be used for down payment, closing costs, debt payoff, and reserves must be seasoned for 60 days or sourced. Assets must be verified with one of the following:

- Most recent 2 months' account statements, or most recent quarterly account statement, indicating opening and closing balances, and reflecting a consecutive 60 days of asset verification
  - Supporting documentation should be obtained for single, unexplained deposits that exceed 50% of the borrower's gross monthly qualifying income for the loan.
  - Documentation of large deposits is not required on refinance transactions
- If account summary page provides the required information, additional pages are not required.
- Written Verification of Deposit (VOD), completed by the financial institution
  - Must include the current and average balances for the most recent 2 months
  - Large disparities between the current balance and the opening balances will require additional verification or supporting documentation
- Account statements must provide all of the following information:
  - Borrower as the account holder
  - Account number
  - Statement date and time period covered
  - Current balance in US dollars

Investor Advantage Credit Grade

Verification of assets is required for purchase or refinance transactions to evidence sufficient funds to close. Assets must be verified with most recent 2 months' account statements, quarterly account statement, or Written VOD. Reserves are not required.

Sourcing of deposits is not required; however, verification of large or unusual deposits may be required at CMS discretion.

EMPLOYMENT/INCOME ANALYSIS

Full Documentation

Wage Earners

Income derived from a consistent hourly, weekly or monthly wage, must be verified by all of the following:

- W-2s for the most recent 2 years; and
- Pay stub(s) covering the most recent 30-day period providing year-to-date earnings; and
- Signed and executed 4506-T (W-2 transcripts only); and

Verbal Verification of Employment (VVOE) completed within 10 days of closing.

Self-Employed Borrowers

See Self-Employed Income for detailed documentation requirements.

Bank Statement Documentation

Self-employed borrowers are eligible for either Personal Bank Statement Documentation or Business Bank Statement Documentation. The following restrictions apply to both documentation types:

- Borrowers must be self-employed for at least 2 years.
- Business must be in existence for at least 2 years.
- Standard Tradelines and a 12-month housing history are required.
- Non-Permanent Resident Aliens and Foreign Nationals are ineligible.
- All parties listed on each bank account must be included as borrowers on the loan.
- Statements must be consecutive and reflect the most recent months available.
- Statements must support stable and generally predictable deposits. Unusual deposits must be documented.
- Evidence of a decline in earnings may result in disqualification.
- Up to 3 NSF checks and overdraft protection transfers in the most recent 12-month period are allowed with explanation from the borrower.
- If bank statements provided reflect payments being made on obligations not listed on the credit report, see Undisclosed Debts for additional guidance.

Employment/Income Analysis, continued

Bank Statement Documentation, continued

- W-2 Wages: Additional income deposited into the bank statements but derived from a source other than the self-employed business may not be included in the bank statement average. W-2 earnings must be documented as per the requirements in Wage-Earners along with a processed 4506-T verifying the W-2 earnings only.

- Rental Income: Income derived solely from the ownership of rental properties as declared on Schedule E must be calculated per the requirements in Rental Income. Borrowers who receive rental income as a secondary income source may utilize Bank Statement Documentation on a case-by-case basis. Please consult the CMS Scenario Desk prior to submission.

Personal Bank Statements

Personal Bank Statement Documentation is allowed under all programs. See the applicable CMS Matrix for credit score and LTV restrictions.

The Non-Prime Program allows for 24 months of bank statements.

The Investment Property allows for 24 months of bank statements only with standard DTI requirements.

The following documentation is required:

- 24 months complete personal bank statements from the same account (transaction history printouts are not acceptable)
- Initial signed 1003 with monthly income disclosed
- Verification business has been in existence for 2 years
- Verification of business existence required within 10 calendar days of closing

The following requirements apply when analyzing the personal bank statements:

- Multiple bank accounts may be used, but a combination of business and personal is prohibited
- 100% of deposits used for income and averaged over 24 months
- Transfers between personal accounts should be excluded
- Transfers from a business account into a personal account are acceptable

Employment/Income Analysis, continued

Bank Statement Documentation, continued

Calculating Qualifying Income

Qualifying income using Personal Bank Statement Documentation is the lower of the following calculations:

- Personal Bank Statement Average (total deposits [minus any disallowed deposits] / 24 months)
- Income indicated on the initial signed 1003

Business Bank Statements

Business Bank Statement Documentation is allowed under all programs. See the applicable CMS Matrix for credit score and LTV restrictions.

The following documentation is required:

- 24 months complete business bank statements from the same account (transaction history printouts are not acceptable)
- Initial signed 1003 with monthly income disclosed
- Required Expense Statement Documentation applicable to Calculation Option chosen (see Calculating Qualifying Income for requirements)
- Verification borrower is 100% owner of business and business has been in existence for 2 years
- Verification of business existence required within 10 calendar days of closing

The following requirements apply when analyzing the business bank statements:

- Business bank accounts, personal bank accounts addressed to a DBA, or personal accounts with evidence of business expenses can be used for qualification
- Wire transfers and transfers from other accounts must be documented or excluded
- Statements should show a trend of ending balances that are stable or increasing over time
- Decreasing or negative ending balances must be explained
- Business expenses must be reasonable for the type of business (examples of businesses with higher expense ratios may include construction companies, builders, restaurants and retail firms)

Employment/Income Analysis, continued

Bank Statement Documentation, continued

Calculating Qualifying Income

To calculate qualifying income using Business Bank Statement Documentation, choose one of the documentation options below applicable to the Expense Statement method chosen:

OPTION 1: THIRD-PARTY PREPARED P&L STATEMENT

Qualifying Income is the lower of the following calculations:

- Net income from the P&L
- Income indicated on the initial signed 1003

Required Expense Statement Documentation:

- P&L Statement prepared and signed by a third-party (CPA or licensed tax preparer) covering either the same 2-year period as the bank statements or the most recent 2 calendar years; and
- YTD P&L is required if the 2-year P&L is greater than 120 days old at time of closing (may be borrower-prepared and is used only to support the third-party prepared P&Ls).

The gross revenue from the third-party P&L must be supported by the business bank statements provided. Total deposits per bank statements (minus any disallowed deposits) must be within 5% of gross revenue reflected on P&L.

Note: The total deposits calculated with business bank statements is used solely to validate self- employed earnings reported on the third-party prepared P&L.

OPTION 2: THIRD-PARTY PREPARED EXPENSE STATEMENT AND BORROWER- PREPARED P&L

Qualifying Income is the lowest of the three following calculations:

- Net income using the Expense Statement
- Net income from the P&L
- Income indicated on the initial signed 1003

Required Expense Statement Documentation:

- Expense Statement prepared and signed by a third-party (CPA or licensed tax preparer) specifying business expenses as a percentage of the gross annual sales/revenue prepared; and
- P&L Statement (borrower-prepared acceptable) covering the same 2-year period as the bank statements.

Employment/Income Analysis, continued

Bank Statement Documentation, continued

Net income from the Expense Statement is calculated by determining total deposits per bank statements (minus any disallowed deposits) multiplied by the expense percentage provided by CPA or tax preparer.

$$\text{Net Income} = \frac{\text{Total Deposits} * (1 - \text{Expense Statement Percentage})}{24 \text{ months}}$$

The gross revenue from the P&L must be supported by the business bank statements provided. Total deposits per bank statements (minus any disallowed deposits) must be within 5% of gross revenue reflected on P&L.

Employment/Income Analysis, continued

Employment History

Employment must be stable with at least a 2-year history in the same job or jobs in the same field. Income from self-employment is considered stable if the borrower has been self-employed for 2 or more years.

Frequent Job Changes

Frequent job changes to advance within the same line of work may be considered favorable. Job changes without advancement or in different fields of work should be carefully reviewed to ensure consistent or increasing income levels and the likelihood of continued stable employment.

Gaps in Employment

Borrowers re-entering the workforce are allowed provided borrower has been in his/her current position more than 6 months and evidence of 2 years previous employment is documented.

Borrowers should provide a signed, written explanation for any employment gaps that exceed 30 days in the most recent 12-month period, or that exceed 60 days in months 13-24.

Recent graduates and borrowers re-entering the workforce after an extended period are allowed.

Employment/Income Analysis, continued

Sources of Income

For all income sources, borrowers are qualified based on calculated stable monthly income over the most recent 2-year period. Income may be obtained from a variety of sources such as salary, bonus, commission, self- employment, etc., and should be reasonably expected to continue for the next 3 years.

See Full Documentation for detailed income documentation requirements.

Annuity Income

Annuity income can be used for qualification when the following requirements are met:

- 12-month history must be verified using 1099s, tax returns, and/or bank statements
- Letter from issuer of annuity to be obtained stating that it has been set up on periodic withdrawal, amount of withdrawal, duration and balance
- Account asset balance must support the continuance of the monthly payments for at least 3 years after the close of escrow

Annuities less than 12 months old must be in a non-revocable trust with a minimum term of 40 months in order to use the income to qualify.

For annuity distributions from a 401(k) or pension, see Pension/Retirement.

Automobile Allowance

Automobile allowances can be used to qualify the borrower, subject to additional requirements. Allowances may not be used to offset a car payment, and automobile payments must be included in the debt-to-income ratio calculation.

Payments must have been received a minimum of 2 years, and the allowance must be documented on the borrower’s pay stub. Qualifying income is the allowance received from the employer minus the expenses the borrower has deducted on IRS Form 2106. If the allowance is less than the expenses, the loss must be deducted from qualifying income.

Bonus and Overtime

Bonus and overtime can be used to qualify if the borrower has received the income for the past 2 years and it is likely to continue. The Underwriter should use an average of bonus or overtime income.

A written Verification of Employment (FNMA Form 1005) should be obtained to provide a breakdown of bonus or overtime earnings for the most recent 2 years. If the employment verification states the income is unlikely to continue, it may not be used in qualifying.

Employment/Income Analysis (continued)

Sources of Income (continued)

Capital Gains

When income from capital gains is used to qualify the borrower, tax returns for the most recent 2 years are required to determine if the income is recurring and may be considered in qualifying. If a capital gain appears to be a onetime occurrence, it should not be considered when calculating income available.

For the income to be considered stable and likely to continue, the Underwriter must document sufficient assets to show the borrower will continue receiving the capital gains for a minimum of 3 years from note date. If the income is declining and/or there will be no asset base to generate the capital gains, it cannot be used for qualification purposes.

In addition, if assets that generated capital gains are being sold as part of the mortgage transaction, the income from capital gains must be reduced by a percentage equal to the percentage reduction in the value of the assets that generated the income.

Child Support, Alimony or Maintenance Income

In order for child support, alimony or separate maintenance to be considered stable income, it must continue for at least 3 years from note date as specified by the court order. The following requirements apply:

- A copy of the divorce decree or legal separation agreement must be obtained
- Documentation must be received to evidence receipt of the most recent 6 months of payments through copies of deposit slips, canceled checks, and/or bank statements

Full and timely payments must have been received for 6 months or longer. Income received for less than 6 months is considered unstable and may not be used to qualify the borrower. Also, if full or partial payments are made on an inconsistent or sporadic basis, the income is not acceptable for qualifying the borrower.

Employment/Income Analysis (continued)

Sources of Income (continued)

Commission Income

A commissioned borrower is one who receives more than 25% of his or her annual income from commissions. Commission earnings should be averaged over the most recent 2 years and require the following documentation:

- Copies of federal income tax returns for most recent 2 years
- Most recent year-to-date pay stub reflecting the commission earnings

A borrower on his current job for less than 2 years with a minimum 2-year history of receiving commission in the same line of work may also qualify to use commission earnings.

If there are large fluctuations, the borrower must provide a signed, written explanation to support the increase or decrease in income. Additional supporting documentation is required to use commission income for qualification when documentation shows a decline in earnings from one year to the next.

With borrowers that receive a draw against the commission earnings, the draw income is not to be considered in addition to the commission income. Draws are only to be considered income paid in advance of receiving commissions, where the amount is then subtracted once the commissions are earned.

See also Unreimbursed Business Expenses.

Declining Income

Declining income sources should be closely reviewed to determine if the income may be used for qualifying purposes. Income showing a consistent decline over the prior years should not be considered as stable or usable income for qualification purposes.

A signed, written explanation for the decline should be obtained from the borrower and/or employer. In instances where there is sufficient information to support the use of the income, the most recent lower income over the prior 2-year period must be used and may not be averaged.

Employment/Income Analysis (continued)

Sources of Income (continued)

Disability Income

Long-term and short-term disability income can be used for qualification. The following documentation should be obtained for both long-term and short-term disability:

- Documentation from either the insurance company or employer providing the payment amount, conditions for termination of payment, and the likelihood of it continuing for at least 3 years
- Copy of most recent check or bank statement is required if the award letter does not reflect the current payment being received

Short-term disability also requires the following documentation:

- Signed letter from borrower stating intent to return to work, once the disability no longer exists
- Verification from employer stating that the borrower will be allowed to return to work once the disability no longer exists. The letter must identify the borrower's position and rate of pay upon return. If the future employment income will be less than the disability income, the lower income amount must be used to qualify for the loan.

In documenting disability income, CMS employees must not make inappropriate and/or unlawful inquiries regarding the nature or severity of the borrower's disability.

Dividend / Interest Income

Dividend and interest income derived from investments can be used as qualifying income when the following requirements are met:

- 2 most recent years federal income tax returns received supporting a 2-year history of receipt; and
- Verification of stock asset values no older than 30 days at closing.

Sufficient assets should remain after closing to continue to generate an acceptable level of earnings. If assets that generated dividend/interest income are being sold as part of the mortgage transaction, the qualifying income must be reduced by a percentage equal to the percentage reduction in the value of the assets that generated the income.

Earnings should generally be averaged over the time period verified when current earnings are consistent with historical dividend and interest earnings.

Employment/Income Analysis (continued)

Sources of Income (continued)

Employment by a Relative

Income for borrowers who are employed by a relative must be verified with all of the following:

- Federal income tax returns for the most recent 2 years;
- W-2s for the most recent 2 years; and
- Pay stub(s) covering the most recent 30-day period.

Income should be averaged over the 2-year period. Clarification of potential ownership by the borrowers of family-owned businesses may also be required. A borrower may be an officer of a family operated business but not an owner. Verification of their status should be provided by written confirmation obtained from a CPA or legal counsel.

Foreign Income

Foreign income is income earned by a borrower who is employed by a foreign corporation or a foreign government and is paid in foreign currency. Borrowers may use foreign income to qualify if the following requirements are met:

- Two years U.S. federal income tax returns reflecting the foreign income
- Income is translated to U.S. dollars
- Standard income stability and continuance requirements are met
- Standard documentation requirements apply based on the type of income
- Income from sanctioned countries administered by OFAC is not allowed

Foster Care Income

Income derived from foster care payments may be considered if there is a 2-year history of receipt and it is expected to continue for the next 3 years.

The income can be verified by letters from the organizations and copies of borrower's deposit slips or bank statements showing regular deposit of the payments, or by providing federal income tax returns for the most recent 2 years. The documentation received must clearly show the number of foster children involved, their ages, and length of care.

Income must be averaged over the 2-year period, and may not be considered for children who will reach the age of 19 within 3 years.

Hourly Wages

Borrowers paid on an hourly basis, or who may not work a regular 40-hour work week throughout the year, will generally have their income averaged over the minimum employment history required. If there is an indication of declining income, the current income is used instead of the average.

Employment/Income Analysis (continued)

Sources of Income (continued)

Lump Sum Distributions

Proceeds from the sale of investments held in a 401(k) or IRA account are not eligible as an income source. See Dividend/Interest Income for related allowable income sources.

Minister / Clergy Income

Ministers are individuals duly ordained, commissioned or licensed by a church or church denomination. Ministers and members of the clergy are generally considered self-employed unless exempted by IRS from self-employment taxes. If exempt, an exception from the IRS must be provided.

Rental or housing allowance received can be considered income for qualifying the borrower. Written documentation, such as a WVOE provided by the church, must be obtained showing receipt of the income. The borrower's pay stub should also reflect receipt of the housing allowance. If the borrower is newly employed, obtain a copy of the church budget (in lieu of a check) showing funds have been allocated for housing allowance. Housing allowance for ministers is non-taxable income and can be grossed up for qualifying.

The church may budget for educational, medical insurance, life insurance, retirement, etc. to be paid on behalf of borrower; however, these items will not be considered as qualifying income, unless exempted by the IRS. The housing allowance, although not subject to federal income taxes, is subject to self-employment taxes. Gross income on Schedule SE of the borrower's 1040 should include housing allowance paid.

Non-Taxable Income

Non-taxable income can be grossed up by 25%. Examples of non-taxable income may include military allowances for clothing, quarters, and subsistence, child support, worker's compensation, disability retirement, social security income, clergy housing allowance, foster care income, food stamps, income from municipal bonds, and certain types of insurance benefits.

Some income types may contain both taxable and non-taxable income. Federal income tax returns may be required to accurately determine the non-taxable portion.

Income may not be grossed-up for calculating Residual Income.

Employment/Income Analysis (continued)

Sources of Income (continued)

Notes Receivable Income

Income from notes receivables can be used to qualify provided the income is regular and recurring. The borrower should have a documented history of receiving the income for at least 2 years and can verify that the income will continue for at least 3 years from note on the new mortgage.

A copy of the note confirming the amount, frequency and duration of payments is required along with tax returns for the most recent 2-year period (including Schedule B) and bank statements showing consistent deposits of funds. Income from a recently executed note/contract (less than 12 months) may not be used as qualifying income.

Evidence of receipt for the last 12 months must be verified with either canceled checks, bank deposit slips, of federal income tax returns. A copy of the note verifying payment amount and remaining term of at least 3 years must also be obtained.

Part Time / Second Job Income

Income from part-time employment or a second job can be considered stable income if it has been received for the previous 2 years and is likely to continue. Earnings must be documented with current pay stubs and W-2s for the most recent 2-year period.

Pension / Retirement

Pension and retirement income must be verified with any of the following:

- Letters from the organization providing the income
- Copy of retirement award letters
- Tax returns for the most recent 2 years
- W-2 forms or 1099 forms for the most recent 2 years
- Bank statements reflecting regular deposits for the most recent 2 months

Proof of Continuance

If the borrower is of retirement age, proof of continuance does not have to be documented when the income is received from corporate, government or military retirement/pension.

If retirement income is in the form of monthly annuity distributions, such as 401(k) or IRA, proof of continuance for 3 years is required. If the borrower intends to use the retirement account to also satisfy asset requirements, the value of the asset must be reduced by the funds being withdrawn prior to determining a 3-year continuance of income. Assets available beyond the deduction for continuance of income may be used as reserves. See also Retirement Accounts.

Employment/Income Analysis (continued)

Sources of Income (continued)

Forthcoming Retirement

Any borrower presently employed but anticipating retirement within 3 years from note date must be evaluated upon the verified anticipated retirement income. Effective income for borrowers planning to retire (or end employment for other reasons) during the period must include the amount of documented retirement or other benefits to be received, Social Security payments, or other payments expected to be received in retirement. A combination of present earnings and future retirement income does not represent a supportable level of earnings.

Public Assistance

Income from government assistance programs, such as food stamps, Aid to Dependent Children, or welfare, can be used as qualifying income provided such income has a reasonable likelihood of continuing for at least 3 years.

The applicant must provide a copy of a benefits awards letter as evidence of eligibility. This documentation must verify the amount of assistance, duration of payment and what portion if any is non-taxable. Verification of receipt of benefits for the previous 2 years can be documented with copies of checks, copies of bank statements, copies of award letter or copies of grant statements.

In documenting and evaluating public assistance income, CMS expects employees to comply fully with the requirements of the federal Equal Credit Opportunity Act and applicable state anti-discrimination laws.

Rental Income

Rental income can be used for qualifying. The following requirements apply:

- Rental income must be disclosed on the loan application
- Rental income from a 1-unit primary residence or second homes may not be used
- Required forms:
    - Single Family Comparable Rent Schedule (FNMA Form 1007)
    - Operating Income Statement form (FNMA Form 216)
    - 1-4 Family Rider Assignment of Rents for all investment properties (FNMA Form 3170)

Note: If rental income from the subject property is not being used to qualify, the gross monthly rent must still be documented with appraisal forms 1007 and 216 for lender reporting purposes.

Employment/Income Analysis (continued)

Sources of Income (continued)

Income or Loss

The treatment of the monthly qualifying rental income or loss in the total debt-to-income ratio (as calculated in Calculating Rental Income from the Subject Property and Rental Income from Other Real Estate Owned) varies based on occupancy of the property.

If the property is a primary residence, the following applies:

- The monthly qualifying rental income must be added to the borrower's total monthly income (income is not netted against the PITIA); and
- The full PITIA must be included in the borrower's total monthly obligations when calculating the DTI.

If the rental income or loss relates to a property other than the borrower's primary residence, the following calculations apply:

- If the monthly qualifying rental income minus the full PITIA is positive, it must be added to the borrower's total monthly income
- If the monthly qualifying rental income minus PITIA is negative, the monthly net rental loss must be added to the borrower's total monthly obligations

The full PITIA for the rental property is factored into the amount of the net rental income or loss; therefore, it should not be counted as a monthly obligation

Calculating Rental Income from the Subject Property

Rental income from the subject property owned prior to loan application should be calculated using the borrower's federal income tax returns for the most recent 2-year period (Cash Flow Analysis of Schedule E). Income should be averaged. Net rental losses should be included in ratios as a liability.

For properties owned for less than 2 years, rental income should be calculated using the lesser of:

- 75% of the current lease minus the full PITIA; or
- Cash flow analysis of the Schedule E from the most recent year's federal income tax return (if applicable)

Rental income from a new property being acquired through a purchase transaction can be used to qualify, using the lesser of:

- 75% of the current lease minus the full PITIA (evidence of deposit must be obtained); or
- 75% of the appraiser's opinion of rent on appraisal form 1007/216 minus the full PITIA

If no lease exists and rental income is calculated using only the appraiser's opinion of rent, an additional 3 months PITIA reserves is required.

Employment/Income Analysis (continued)

Sources of Income (continued)

Rental Income from Other Real Estate Owned

Rental income from another property owned prior to loan application should be calculated using the borrower's federal income tax returns for the most recent 2-year period (Cash Flow Analysis of Schedule E). Income should be averaged. Net rental losses should be included in ratios as a liability.

For properties owned for less than 2 years, rental income should be calculated using the lesser of:

- 75% of the current lease minus the full PITIA; or
- Cash flow analysis of the Schedule E from the most recent year's federal income tax return (if applicable)

Cash Flow Analysis of Schedule E

Cash Flow Analysis of Schedule E should be completed as follows:

Gross Rents and Royalties Received

- Total Expenses

+ Depreciation

+ Insurance

+ Mortgage Interest

+ Taxes

+ HOA fees (if included on Schedule E)

Subtotal

Subtotal / 12 = Monthly Total

Monthly Total

<u>- Proposed or Existing Monthly PITIA</u>

MONTHLY NET RENTAL INCOME/LOSS

Seasonal Income

Income from seasonal employment can be considered if the applicant has worked the same job during the season for the past 2 years and expects to be rehired for the next season.

A written Verification of Employment (WVOE) and W-2s for the most recent 2 years are required. The WVOE must reference the likelihood of the borrower's rehire. Seasonal income should be averaged over a 2-year period.

Self-Employed Income

A borrower is considered self-employed with 25% or more ownership interest in a business. The business may be a sole proprietorship, general partnership, limited partnership, corporation, or S-corporation.

Employment/Income Analysis (continued)

Sources of Income (continued)

Sole Proprietorship

A sole proprietorship is a business structure in which an individual and his or her company are considered a single entity for tax and liability purposes. Income and losses are reported on the owner's schedule C of the individual federal income tax return.

Documents required for determining income from a sole proprietorship are**:**

- Federal income tax returns (IRS Form 1040) for the most recent 2 years, including all schedules; and
- Year-to-date profit and loss statement (if the loan application is > 120 days after the year-end reflected on the most recent business tax returns provided); and
- Signed and processed IRS form 4506-T (full 1040 transcripts capturing all schedules); and
- Verification of the existence of the business within 10 calendar days of closing.

Partnerships

A partnership is a business organization in which 2 or more individuals manage and operate the business. The partners share profits and losses and control of the business.

Documents required for determining partnership income are**:**

- Federal income tax returns (IRS Form 1040) for the most recent 2 years, including all schedules; and
- W-2s for the most recent 2 years (if applicable); and
- Partnership tax returns (IRS Form 1065) for the most recent 2 years, including all schedules and K-1s (Note: if borrower is a limited partner with less than 50% ownership, partnership tax returns are not required); and
- Year-to-date profit and loss statement (if the loan application is > 120 days after the year-end reflected on the most recent business tax returns provided); and
- Signed and processed IRS form 4506-T (full 1040 transcripts capturing all schedules); and
- Verification of the existence of the business within 10 calendar days of closing.

Employment/Income Analysis (continued)

Sources of Income (continued)

Corporations

A corporation is a legal entity that is separate and distinct from its owners. If a borrower has more than 25% ownership in a corporation, they are considered to be self-employed. A borrower that is self-employed as a corporate officer will receive a pay stub and W-2, and will report income on his or her personal tax returns. Corporate income or losses are reported on the corporate tax returns (IRS Form 1120).

Documents required for determining income from a corporation:

- Federal income tax returns (IRS Form 1040) for the most recent 2 years, including all schedules; and
- W-2s for the most recent 2 years; and
- Corporate tax returns (IRS Form 1120) for the most recent 2 years, including all schedules; and
- Year-to-date profit and loss statement (if the loan application is > 120 days after the year-end reflected on the most recent business tax returns provided); and
- Signed and processed IRS form 4506-T (full 1040 transcripts capturing all schedules); and
- Verification of the existence of the business within 10 calendar days of closing.

S Corporations (Subchapter S Corporations)

S Corporation (S-Corp) is a type of corporation which enables the company to have the benefits of a corporation but be taxed as if it were a partnership. S-Corps are generally small corporations. The profit of the corporation is given to each owner according to his or her share of ownership. The adjusted profit is then divided by the borrower's share of ownership and combined with W-2 income used for qualifying. Income is reported with both a W-2 and K-1 (reporting on the Schedule E) or only with a K-1.

Documents required for determining income from an S-corporation:

- Federal income tax returns (IRS Form 1040) for the most recent 2 years, including all schedules; and
- W-2s for the most recent 2 years; and
- Corporate tax returns (IRS Form 1120-S) for the most recent 2 years, including all schedules and K-1s; and
- Year-to-date profit and loss statement if the loan application is dated more than 120 days after the end of the business's tax year; and
- Signed and processed IRS form 4506-T (full 1040 transcripts capturing all schedules); and
- Verification of the existence of the business within 10 calendar days of closing.

Employment/Income Analysis (continued)

Sources of Income (continued)

1099 Miscellaneous Income

Payments to sole proprietors or contract individuals will also be reported on IRS Form 1099 form and included in the borrower's Schedule C. If a borrower receives 1099 income, federal income tax returns for the most recent 2 years (IRS Form 1040) are required to determine the income and related expenses.

1099 forms covering a full 2-year period are not required when a borrower changes from being paid W-2s to 1099s while working for the same employer in the same position. Documentation from the employer should be obtained to verify the borrower is not responsible for additional expenses.

Reduced Documentation for a Secondary Business

Business tax returns, associated schedules, and profit and loss statements may be waived when all of the following requirements are met:

- Income/loss referenced on personal tax returns is generated from a secondary business that is not the borrower's primary income source; and
- Income/loss from each separate business is ≤ 10% of qualifying income for the transaction; and
- All losses are subtracted from the borrower's qualifying income.

If income from a business is used to qualify the borrower, or if business expenses are added back to income or a loss, then business tax returns, associated schedules, and profit and loss statements must be obtained. Underwriters may also use discretion to obtain all documentation for self-employed earnings when the secondary business may have a significant impact on the loan.

Cash Flow Analysis

The Underwriter must prepare a written evaluation of the analysis of a self-employed borrower's personal income, including the business income or loss, reported on the borrower's federal income tax returns. A copy of the Underwriter's written analysis must be included in the loan file.

Employment/Income Analysis (continued)

Sources of Income (continued)

Social Security Income

When a borrower is drawing Social Security benefits from their own account/work record in the form of Retirement or Disability, one of the following items is required:

- Social Security Administrator's (SSA) Award letter, or
- Proof of current receipt

When a borrower is drawing benefits from their own account/work record in the form of Supplemental Security Income (SSI), both the award letter AND proof of current receipt must be obtained.

When a borrower is drawing Social Security benefits from another person's account/work record, all of the following items are required:

- SSA Award letter
- Proof of current receipt; and
- Proof benefit will continue for at least 3 years (e.g., verification of beneficiary's age)

See also Non-Taxable Income.

Teacher Income

Teachers are paid on a 9-month, 10-month or 12-month basis. The Underwriter should determine how the pay is structured before calculating the monthly income. If uncertainty exists, the borrower may provide a copy of their contract or the Underwriter may verbally confirm with the school district's personnel office.

Tips and Gratuities

Tips and gratuity income can be considered if receipt of such income is typical for borrower's occupation (i.e., waitperson, taxi driver, etc.). Income should be received for at least 2 years and documented through the most recent year-to-date pay stubs and federal income tax returns for the most recent 2 years. Income should be averaged over the time period verified. If the tip income is not reported on the pay stubs or tax returns, then it may not be included in qualifying income.

Trailing Spouse or Co-Borrower Income / Relocation

Trailing spouse income or co-borrower income to be received when the borrower is being relocated is not allowed to be used as qualifying income.

Employment/Income Analysis (continued)

Sources of Income (continued)

Trust Income

Trust income can be used for qualification when all of the following requirements are met:

- Copy of the trust agreement or the trustee's statement must be obtained to confirm the amount, frequency, and duration of payments;
- Trust income to continue for at least 3 years from date of the mortgage application; and
- History of receiving the trust income must be documented for a minimum of 3 months.

Lump-sum distributions from the trust made prior to loan closing can be used for down payment or closing costs if the withdrawal does not affect the qualifying amount of continuing distributions to the borrower. The funds must be verified by a copy of the check or the trustee's letter that shows the distribution amount. See also Trust Accounts.

Unreimbursed Business Expenses

Unreimbursed business expenses reported on IRS Form 2106 should be evaluated when commission earnings represent 25% or more of the borrower's total income.

Unreimbursed expenses should be averaged over the most recent 2-year period and deducted from the borrower's cash flow. If the borrower's employment situation has changed (new job or position, retirement, etc.) the expense deduction should be adjusted accordingly to reflect the borrower's present earnings situation.

When the borrower uses "Actual Expenses" for a leased automobile rather than the "Standard Mileage Rate," the "Actual Expenses" section of the IRS Form 2106 must be analyzed to determine the amount of the lease payments. The lease expense should only be counted once in the borrower's cash flow analysis, either as an expense on Form 2106 or as a monthly obligation.

If automobile depreciation is referenced on IRS Form 2106, the borrower's cash flow needs to be adjusted based on the depreciation method selected by the borrower:

- Standard Mileage Deduction: multiply business miles driven by the depreciation factor for the appropriate year and add the calculated amount to the borrower's cash flow
- Actual Depreciation Expense Deduction: add the amount the borrower claimed to the borrower's cash flow

Employment/Income Analysis (continued)

Sources of Income (continued)

Unacceptable Income

- Gambling winnings (except lottery continuing for 5 years)
- Educational benefits
- Stock options
- Refunds of federal, state, or local taxes
- Illegal income
- Expense account reimbursement

Unemployment Compensation

Income derived from unemployment compensation is generally not allowed due to the limited duration of its receipt. Seasonal unemployment, however, can be considered if the borrower is employed in a field where weather affects the ability to work and where unemployment compensation is often received (i.e., construction). The income can be used to qualify on with a 2-year employment history in the same field of work and a 2-year history of receipt of unemployment compensation. Income should be averaged over the time period verified.

VA Survivor's Benefits / Dependent Care

VA benefits must be documented with a copy of the award letter or distribution forms and must continue for at least 3 years.

RATIOS AND QUALIFYING

Ratios

The housing ratio is calculated by dividing the borrower's total monthly housing expense by the borrower's total monthly qualifying income. The debt-to-income ratio (DTI) is calculated by adding the borrower's total PITIA and the borrower's total monthly obligations and dividing by the borrower's total monthly qualifying income.

<table>
<tr><th colspan="3">Standard Ratios</th></tr>
<tr><td></td><td>Non-Prime</td><td>Investment</td></tr>
<tr><td rowspan="2">Housing Ratio</td><td>40%</td><td rowspan="2">N/A</td></tr>
<tr><td>N/A if Credit Score ≥ 660
<u>and</u> LTV ≤ 80%</td></tr>
<tr><td>Debt Ratio</td><td>43%</td><td>50%</td></tr>
</table>

<table>
<tr><th colspan="2">Expanded Ratios</th></tr>
<tr><td rowspan="4">Debt Ratio</td><td><u>50%</u></td></tr>
<tr><td><u>ALL</u> of the following requirements apply:
• Grade A- only
• Full Doc or 24-Month Personal Bank Statement Program only</td></tr>
<tr><td>55%</td></tr>
<tr><td><u>ALL</u> of the following requirements apply:
• Grade A- only
• Full Doc only
• Primary Residence
• 85% Max LTV
• Credit Score ≥ 680
• 12 Months Reserves
• Residual Income ≥ $3,500</td></tr>
</table>

Ratios and Qualifying (continued)

Residual Income

Residual income is only required for primary and second home transactions using the following calculation:

Residual Income = Gross Monthly Income - Total Monthly Obligations

Residual Income of $1,500 is required for all transactions under the Non-Prime Program. An additional $150 per dependent must also be included for all programs. The initial 1003 should reflect the number of dependents for all borrowers on the transaction.

Payment Shock

Payment Shock is limited to 150% on primary residence transactions, and is calculated as follows:

Payment Shock = (Proposed Housing Payment / Present Housing Payment) * 100

The Underwriter may approve Payment Shock up to 250% when one of the following factors is present:

- Residual Income ≥ $2,500
- Representative Credit Score ≥ 640
- Debt-to-Income Ratio ≤ 35%
- Housing Ratio ≤ 25%
- Reserves exceed minimum required by at least 3 months
- Borrowers' own funds contribution exceeds minimum required by at least 5%
- All consumer credit paid as agreed in the most recent 12 months

Calculation is based upon the current monthly housing payment and proposed mortgage payment. When the current payment has been made for less than 12 months, the payment made for the longest period during the last 24 months should be used.

For borrowers who have less than a 12-month housing history, do not have a current housing payment, or own a home free and clear, payment is shock is not considered. See No Housing History or Less Than 12 Months Verified.

Adjustable Rate Qualifying

For all ARM loans, the greater of the note rate or the fully indexed rate is used to determine the qualifying PITIA. The fully indexed rate is calculated by adding the margin to the index. Floor is the margin.

Investor and Investor Advantage products are 30-year terms.

See the CMS Non-Prime Matrix for the margin, index, and other restrictions.

ASSET ANALYSIS

Overview

Loan files must evidence sufficient funds from acceptable sources for down payment, closing costs, prepaid items, debt payoff, and applicable reserves. A borrower's ability to accumulate assets provides insight into the individual's ability to successfully manage personal finances.

See Asset Documentation for sourcing and seasoning requirements.

Down Payment

See CMS Non-Prime Matrix for specific LTV and down payment requirements.

Reserves

Reserves are measured by the number of months of housing expense a borrower could pay using his or her financial assets. See the CMS Non-Prime Matrix for reserve requirements. The highest reserve requirement, rather than a cumulative total, should be used when a transaction has multiple required reserves.

Net proceeds from cash-out transactions **can** be used to meet the reserve requirement. Gift funds may not be considered.

Additional reserves are also required when the following situations are present:

- Multiple Financed Properties: 2 months for each additional property
- Use of Rental Income Without a Lease: 3 months in addition to standard requirement
- First-Time Homebuyer: 6 months
- Limited Tradelines: 6 months
- No Housing History or Less Than 12 Months Verified: 6 months

The reserve requirement is reduced to 3 months under the Non-Prime Program when all of the following requirements are met:

- Primary occupancy; and
- LTV ≥ 10% below the maximum available for the transaction; and
- DTI ≤ 43%.

Investor Advantage Credit Grade

There is no reserve requirement for the Investor Advantage Credit Grade.

Asset Analysis (continued)

Verification of Assets

Borrowed Funds Secured by an Asset

Borrowed funds that are secured by an asset can be used as a source of funds for down payment, closing costs, and reserves. Assets that may be used to secure funds include automobiles, artwork, collectibles, stocks and/or bonds, and 401(k) accounts.

The terms of the secured loan and transfer of funds to the borrower should be documented. The individual providing the secured loan cannot be a party to the transaction.

The monthly payments for the loan secured by non-financial assets must be counted in the debt-to-income ratio. However, when the loan is secured by the borrower's financial assets and there are sufficient assets to pay off the loan currently verified, the monthly payment for the loan does not have to be considered as a long-term debt when qualifying the borrower (as in the case of a 401(k) loan).

If the same financial asset is also used as part of the borrower's financial reserves, adequacy of the borrower's reserves must be determined after taking into consideration the net value of the asset after it has been reduced by the proceeds from the secured loan (and any related fees).

Business Assets

For self-employed borrowers, business assets are an acceptable source of funds for down payment, closing costs, and reserves. The borrowers on the loan must have 100% ownership of the business and must be the owners of the account.

A letter from a CPA or borrower must be obtained verifying that the withdrawal of funds for the transaction will not have a negative impact on the business. If a CPA letter is not provided, a cash flow analysis of the tax returns, business bank statements, and P&L (when applicable) must be completed by the Underwriter to determine if the withdrawal of funds from the business is acceptable.

Asset Analysis (continued)

Verification of Assets (continued)

Concessions and Contributions

- **Financing Concessions/Seller Contributions**

  For primary residence and second home transactions, the property seller and/or interested parties may contribute up to 6% of the lesser of the property's sales price or appraised value toward the buyer's closing costs, prepaid expenses, discount points, and other financing concessions.

  For investment property transactions, the property seller and/or interested parties may contribute up to 2%.

- **Sales Concessions**

  Sales concessions include:

  - Financing concessions in excess of the max financing concession limitations; or
  - Contributions such as cash, furniture, automobiles, decorator allowances, moving costs, and other giveaways granted by any interested party to the transaction (contributions with a combined value under $1,000 should be excluded)

  The value of sales concessions must be deducted from the sales price when calculating LTV for underwriting and eligibility purposes. The LTV is then calculated using the lower of the reduced purchase price or the appraised value.

Depository Accounts

Funds held in a checking, savings, money market, certificate of deposit, or other depository accounts can be used for down payment, closing costs, and reserves.

The Underwriter must investigate any indications of borrowed funds, including recently opened accounts, recent large deposits, or account balances that are considerably greater than the average balance over the previous few months. A signed, written explanation of the source of funds should be obtained from the borrower and the source of funds verified. Unverified funds are not acceptable. See also Asset Documentation.

If the borrower does not hold the deposit account solely, all non-borrower parties on the account (excluding a non-borrowing spouse) must provide a written statement that the borrower has full access and use of the funds. See also Spousal Accounts.

If bank statements provided reflect payments being made on obligations not listed on the credit report, see Undisclosed Debts for additional guidance.

Asset Analysis (continued)

Verification of Assets (continued)

Earnest Money / Cash Deposit on Sales Contract

If earnest money is needed to meet the borrower's minimum contribution requirement, the Underwriter must verify that the funds are from an acceptable source. Satisfactory documentation includes any of the following:

- Copy of the borrower's canceled check
- Certification from the deposit holder acknowledging receipt of funds
- VOD or bank statement showing that the average balance was sufficient to cover the amount of the earnest money at the time of the deposit

If the earnest money check has cleared the bank, bank statements should cover the period up to and including the date the check cleared the account. A copy of the check that has not cleared may also be obtained along with a processor's certification verifying with the bank the date the check cleared, the dollar amount of the check, and the individual providing the information.

Gift Funds

Gift funds are allowed after the borrower has made the minimum required borrower contribution towards the down payment.

Gift funds can be used for down payment and closing costs but are not allowed to meet the reserve requirement. Gift funds are not allowed under the Investment Property Program.

A signed gift letter is required to provide all of the following information:

- Donor's name, address, phone, and relationship to borrower (donor must be a relative); and
- Dollar amount of gift; and
- Date funds were transferred; and
- Donor's statement that no repayment is expected.

Underwriters must verify that sufficient funds to cover the gift are either in the donor's account or have been transferred to the borrower's account. Acceptable documentation includes any of the following:

- Copy of the donor's check and the borrower's deposit slip
- Copy of the donor's withdrawal slip and the borrower's deposit slip
- Copy of the donor's check to the closing agent
- Evidence of wire transfer from donor to borrower
- Settlement statement showing receipt of the donor's check

When the funds are not transferred prior to closing, the Underwriter must document that the donor gave the closing agent the gift funds in the form of a certified check, a cashier's check, money order, or wire transfer.

See also Spousal Accounts.

Asset Analysis (continued)

Verification of Assets (continued)

Gifts of Equity

Gifts of equity on non-arm's length transactions are allowed. Transactions with gifts of equity are subject to the maximum LTVs available for cash-out transactions, and no minimum borrower contribution is required.

The following requirements apply:

- Primary residence transactions only
- Gift of equity is from an immediate family member
- Six months of reserves required of borrower's own funds
- Non-arm's length criteria is met
- Signed gift letter is provided
- Gift of equity is listed on the settlement statement

Foreign Assets

For U.S. citizen and permanent resident alien borrowers, all funds required for down payment, closing costs, and reserves must be seasoned for 60 days. See Asset Documentation. Foreign assets deposited into a U.S. institution within 60 days of application are acceptable if there is evidence that the funds were transferred from the country from which the borrower previously or currently resides. It must also be established that the funds belonged to the borrower before the date of transfer.

Funds required for closing (down payment and closing costs) must be seasoned in a U.S. depository institution for 30 days prior to closing.

Assets held in a foreign account can be used for reserves. The most recent 30-day account statement is required, and funds are to be converted to U.S. dollars using the current exchange rate. A letter of reference on company letterhead from a verifiable banking institution may also be obtained. Contact information must be provided by the person signing the letter, and the letter must state the type of relationship, length of the relationship, how accounts are held, and current balance. Any translation must be signed and dated by a certified translator.

Life Insurance

Net proceeds from the surrender of a life insurance policy or from a loan against the cash value are acceptable for down payment, closing costs, and reserves.

To document receipt of funds from the insurance company, a copy of the check from the insurer or copy of the payout statement issued by the insurer must be obtained.

The Underwriter must assess any repayment obligations to determine any impact on borrower qualification or reserves. If penalties for failure to repay the loan are limited to the surrender of the policy, payments on a loan secured by the cash value of a borrower's life insurance policy do not have to be considered in the total debt-to-income ratio. If additional obligations are indicated, the amount must be factored into the total debt-to-income ratio or subtracted from the borrower's reserves.

Asset Analysis (continued)

Verification of Assets (continued)

Minimum Borrower Contribution

Borrowers must contribute a minimum of 5% of their own funds towards the down payment on purchase transactions. Investment Property transactions require all funds come from the borrower.

Under the Non-Prime Program only, the minimum 5% requirement can be waived and gift funds used for the entire down payment when either of the following requirements is met:

- LTV is ≥ 5% below max; or
- Borrower has an additional 3 months of reserves (non-gift funds).

A minimum borrower contribution of 10% is required on the following transactions (above waiver does not apply):

- Primary residence with unverifiable housing history
- Loan amount over $424,100
- Second home
- Limited tradelines

Net Proceeds from Sale of Real Estate

If part of the down payment is expected to be paid from the sale of the borrower's current home, a final settlement statement verifying sufficient net proceeds must be obtained.

Like-Kind Exchanges

Assets for the down payment from a "like-kind exchange," also known as a 1031 exchange, are eligible if properly documented and in compliance with Internal Revenue Code Section 1031.

Rent Credit for Lease with Purchase Option

Borrowers may apply a portion of the rent paid to their down payment requirements. Credit for the down payment is determined by calculating the difference between the market rent and the actual rent paid for the last 12 months. The market rent is determined by the appraiser in the appraisal for the subject property. See Lease with Purchase Option for full requirements.

The Underwriter must obtain the following documentation:

- Copy of the rental/purchase agreement evidencing a minimum original term of at least 12 months, clearly stating the monthly rental amount and the terms of the lease
- Copies of the borrower's canceled checks or money order receipts for the last 12 months evidencing the rental payments
- Market rent as determined by the subject property appraisal

Asset Analysis (continued)

Verification of Assets (continued)

Retirement Accounts

Vested funds from individual retirement accounts (IRA/SEP/Keogh accounts) and tax-favored retirement savings accounts (401(k) accounts) are acceptable sources of funds for the down payment, closing costs, and reserves. The lender must verify the ownership of the account and confirm that the account is vested and allows withdrawals regardless of current employment status.

If the retirement assets are in the form of stocks, bonds, or mutual funds, the account must meet the requirements of Stocks, Bonds, and Mutual Funds for determining value and whether documentation of the borrower's actual receipt of funds is required when used for the down payment and closing costs. When funds from retirement accounts are used for reserves, the funds do not have to be withdrawn from the account.

If the borrower intends to use the retirement account to also satisfy income requirements, see also Proof of Continuance.

Sale of Personal Assets

Proceeds from the sale of personal assets are an acceptable source of funds for down payment, closing costs, and reserves, provided the individual purchasing the asset is not a party to the property sale or mortgage financing transaction.

The Underwriter must document the following:

- Borrower's ownership of the asset
- Value of the asset, as determined by an independent and reputable source
- Transfer of ownership of the asset, as documented by either a bill of sale or a statement from the purchaser
- Borrower's receipt of the sale proceeds from documents such as deposit slips, bank statements, or copies of the purchaser's canceled check

Asset Analysis (continued)

Verification of Assets (continued)

Secondary / Subordinate Financing

Secondary or subordinate financing is allowed with a maximum CLTV of 90%. Secondary financing is not permitted for investor-occupied properties.

If the subordinate financing has a simultaneous closing, the following is required:

- A copy of the loan approval and repayment terms for the new financing; and
- A copy of the executed note at closing.

If the subordinate financing is being subordinated, the following is required:

- The repayment terms of the existing second lien;
- An unsigned copy of the subordination agreement prior to closing; and
- A copy of the executed subordination agreement at closing.

The following requirements apply to all subordinate liens:

- Seller-held subordinate liens are not permitted
- Subordinate financing must be recorded and clearly subordinate to the new mortgage
- Payment on the subordinate financing must be included the borrower's DTI. If a payment is unable to be determined, 1.5% of the original loan balance can be used.
- If the debt is an equity line of credit, the CLTV ratio is calculated by adding the total HELOC credit line limit (rather than the amount of the HELOC in use) to the first mortgage amount, plus any other subordinate financing, and dividing that sum by the value of the property
- Negative amortization is not allowed and the scheduled payments must be sufficient to cover at least the interest due
- Subordinate financing from the borrower's employer may not include a provision requiring payment upon termination

Subordinate liens can be paid off through closing. See Rate/Term Refinance and Cash-out Refinance for more information.

Asset Analysis (continued)

Verification of Assets (continued)

Spousal Accounts

Accounts held solely in the name of a non-borrowing spouse may be used for down payment and closing costs only and are subject to the seasoning requirements outlined in Asset Documentation.

Accounts held solely in the name of a non-borrowing spouse may not be used to meet reserve requirements.

Stock Options

Vested stock options are an acceptable source of funds for down payment and closing costs when immediately available to the borrower. Stock options may not be used to meet reserve requirements. The value of vested stock options can be documented by:

- Referencing a statement listing the number of options and the option price; and
- Determining the gain that would be realized from exercise of an option and the sale of the optioned stock using the current stock price

Stocks, Bonds, and Mutual Funds

Vested assets in the form of stocks, government bonds, and mutual funds are acceptable sources of funds for the down payment, closing costs, and reserves provided their value can be verified. The lender must verify the borrower's ownership of the account or asset.

When used for the down payment or closing costs, if the value of the asset is at least 20% more than the amount of funds needed for the down payment and closing costs, no documentation of the borrower's actual receipt of funds realized from the sale or liquidation is required. Otherwise, evidence of the borrower's actual receipt of funds realized from the sale or liquidation must be documented.

When used for reserves, 100% of the value of the assets (as determined above) may be considered, and liquidation is not required.

Trust Accounts

Funds disbursed from a borrower's trust account are an acceptable source for down payment, closing costs, and reserves provided the borrower has immediate access to the funds.

To document trust account funds, the Underwriter must:

- Obtain written documentation of the value of the trust account from either the trust manager or the trustee; and
- Document the conditions under which the borrower has access to the funds and the effect, if any, that the withdrawal of funds will have on trust income used in qualifying the borrower for the mortgage.

See Trust Income if trust is also being used as a source of income to qualify the borrower.

Asset Analysis (continued)

Verification of Assets (continued)	**Unacceptable Funds** • Cash-on-hand • Sweat equity • Gift or grant funds which must be repaid • Down payment assistance programs • Bridge loans • Unsecured loans or cash advances • Section 8 Voucher Assistance

PROPERTY

General Property Requirements

A completed appraisal report is required on all loan transactions to assess the adequacy of the property as collateral for the mortgage requested. The Underwriter is responsible for all of the following:

- The accuracy and completeness of the appraisal and its assessment of the marketability of the property
- Underwriting the completed appraisal report to determine whether the subject property presents adequate collateral for the mortgage
- Continually evaluating the quality of the appraiser's work through normal underwriting review of all appraisal reports and spot-check field review of appraisals as part of its quality control program
- Ensuring that the appraiser uses sound reasoning and provides evidence to support the methodology used for developing the value opinion
- Ensuring that the appraiser provides an accurate opinion, an adequately supported value, and an accurate description of the property
- Ensuring that the appraiser provides his or her license or certification on the appraisal report
- Complying with the Appraiser Independence Requirements published by Fannie Mae/Freddie Mac and the requirements of the Federal Truth in Lending Act and Regulation Z with respect to valuation independence
- Disclosing to the appraiser any information about the subject property of which it is aware of that could impact the marketability of the property
- Providing the appraiser with the ratified sales contract and other financing or sales concessions that are associated with the transaction
- Ordering and receiving the appraisal report for each mortgage transaction
- Ensuring the appraiser does not use unsupported assumptions or use race, color, religion, sex, handicap, familial status, national origin for any party in the transaction, or impermissible demographics of the community in which the property is located, as the basis for market value

Property (continued)

Uniform Residential Appraisal Report (URAR)

Appraisers are required to use current appraisal report forms that are acceptable to Fannie Mae and/or Freddie Mac. The following appraisal report forms should be used:

- Uniform Residential Appraisal Form (FNMA Form 1004)
- Small Residential Income Property Appraisal Report (FNMA Form 1025)
- Individual Condominium Unit Appraisal Report (FNMA Form 1073)
- Market Conditions Addendum to the Appraisal Report (FNMA Form 1004MC)
- Appraisal Update and/or Completion Report (FNMA Form 1004D)
- Single Family Comparable Rent Schedule for all 1-unit investment properties (FNMA Form 1007)
- Operating Income Statement for 2-4 unit investment properties (FNMA Form 216)
- 1-4 Family Rider (Assignment of Rents) for all investment properties (FNMA Form 3170)

Property (continued)

Uniform Residential Appraisal Report (URAR) (continued)

Appraisal Report Requirements

The following items must be contained in the appraisal report:

- Street map showing the location of the subject property and all comparables used.
- Exterior building sketch of the improvements indicating dimensions. A floor plan sketch is required along with calculations demonstrating how the estimate for gross living area is determined. For a unit in a condo project, the sketch of the unit must indicate interior perimeter unit dimensions rather than exterior building dimensions.
- Original color photographs or digital color images of the front, street, and rear views of the subject property. Original digital black and white photographs/pictures are permitted if the appraisal clearly indicates the subject property meets our standards.
- Interior photos of the subject are required to include the kitchen, all bathrooms, the main living area, any areas with physical deterioration, and any renovations/ improvements.
- Any other data as an attachment or addendum to the appraisal report form necessary to provide an adequately supported estimate of market value.
- Appraisal report must contain analysis of all agreements of sale, options or listings for the subject property current as of the effective date of the appraisal, and analysis of all sales of the subject property that occurred within the 3 years prior to the effective date of the appraisal.
- Appraisal report must include a completed Sales Comparison Approach section of FNMA Form 1004 where there are comparables used with more than one sale or transfer in the 12 months prior to the effective date of the appraisal.
- Appraiser comments on any unfavorable conditions, such as adverse environmental or economic factors, and how those conditions impact the market value of the property. In those cases, the appraiser's analysis must reflect and include comparable sales that are similarly affected.
- Certification and Statement of Limiting Conditions signed by the appraiser.

Appraiser Qualifications

See CMS Appraisal Management Policy.

Property (continued)

Uniform Residential Appraisal Report (URAR) (continued)

Electronic Submission of Appraisal Report

Appraisal reports which have been transmitted electronically using internet, wireless transmissions, or other types of electronic transmissions are acceptable, provided the following are met:

- The appraisal report accurately identifies the appraiser and is signed by the appraiser. Digitized signatures are acceptable.
- The appraisal report was created by the appraiser whose name appears on the appraisal report and that the appraisal is complete, unaltered, and submitted by the identified appraiser.

Transferred Appraisals

Transferred appraisals are permitted with underwriting approval and proof the transferred appraisal complies with Appraiser Independence Requirements (AIR).

Refer to CMS Appraisal Management Policies and Procedures.

Age of Appraisal and Appraisal Updates

Properties must be appraised within the 12 months that precede the date of the note and mortgage.

When an appraisal report will be more than 4 months old on the date of the note and mortgage, regardless of whether the property was appraised as proposed or existing construction, the appraiser must inspect the exterior of the property and review current market data to determine whether the property has declined in value since the date of the original appraisal. This inspection and results of the analysis must be reported on the Appraisal Update and/or Completion Report (Form 1004D), with interior and exterior photos.

If the appraiser indicates on the Form 1004D that the property value has declined, then the Underwriter must obtain a new appraisal for the property.

If the appraiser indicates on the Form 1004D that the property value has not declined, then the Underwriter may proceed with the loan in process without requiring any additional fieldwork.

Note: The appraisal update must occur within the 4 months that precede the date of the note and mortgage.

The original appraiser should complete the appraisal update; however, Underwriters may use substitute appraisers. When updates are completed by substitute appraisers, the substitute appraiser must review the original appraisal and express an opinion about whether the original appraiser's opinion of market value was reasonable on the date of the original appraisal report. The Underwriter must note in the file why the original appraiser was not used.

Investor Advantage Credit Grade

For loans under the Investor Advantage Credit Grade, appraisals are valid for 120 days and are not eligible for appraisal updates.

Property (continued)

Minimum Property Standards

All properties must:

- Be improved real property
- Be designed and available for year around residential use
- Contain a kitchen and a bathroom
- Contain a minimum of 600 square feet of gross living area
- Be heated by a continuously fueled heat source which is permanently affixed to the real estate. Alternative heat sources are acceptable when marketability has been demonstrated.
- Average or better than average condition
- Represent the "highest and best" use of the subject
- Be free of all health and safety violations
- NOT be in violation of any housing codes or exhibit items that adversely affect the ownership, habitability, or marketability of the subject property
- Must have a remaining economic life of 30 years

Property Location

See CMS Non-Prime Matrix. Subject property must be subject to the laws of the state in which the loan is made.

Eligible Property Types

- Single-Family Residence
- Planned Unit Development Type E (existing)
- Planned Unit Development Type F (new)*
- Townhomes
- 2-4 unit Multi-Family Properties*
- Modular Homes*
- Condominium (low-rise and high-rise)*
- Site Condominium
- Non-Warrantable Condominiums*

**See the CMS Non-Prime Matrix for LTV restrictions.*

Property (continued)

Ineligible Property Types

- Manufactured Homes
- Co-operative Units
- Condotels or Condo Hotels
- Mixed-Use Properties
- Log Homes
- Rural Properties
- Farms or Hobby Farms
- Properties subject to Rent Control regulations
- Unique Properties (Earth Homes, Berm Homes, Dome Homes, etc.)

Market Analysis

Neighborhood Review

The neighborhood section should contain an accurate description of the subject's neighborhood and any factors about the neighborhood that may influence value. Specific neighborhood characteristics include the following:

- Degree of development
- Demand and supply
- Present land use
- Owner-occupancy
- Price range and predominant value
- Age of subject property
- Appeal to market and marketing time

Compatibility of Subject Property and Neighborhood

The age and price of the subject property should generally be within the age and price ranges of properties in the subject neighborhood as reported on the URAR. Neighborhood factors indicating compatibility of the subject, such as present land use, predominant occupancy, and anticipated change in present land use are considered. Residential properties in areas that are zoned as either agricultural or commercial may be considered acceptable risks so long as their location does not impact marketability.

Proximity of Comparable to Subject Property

Whenever possible, comparable sales in the same neighborhood as the subject property should be used. Sales prices of comparable properties in the neighborhood should reflect the same positive and negative location characteristics.

Property (continued)

Market Analysis (continued)

For properties in established subdivisions, condo projects or PUDs, comparable sales from within the same subdivision or project as the subject property must be used if the subdivision or project has resale activity. Use of comparable properties located outside of the established subject neighborhood must be explained in the appraisal analysis.

For properties in new subdivisions, condo projects or PUDs, the subject property must be compared to other properties in its general market area as well as to properties within the subject subdivision or project. The appraiser must select one comparable sale from the subject subdivision or project and one comparable sale from outside the subject subdivision or project. The third comparable sale can be from inside or outside of the subject subdivision or project, provided it is a good indicator of value for the subject property.

Age of Comparables

Generally, appraisals should contain comparables sales dated within 6 months from the report date. Comparables from 6 to 12 months are permitted on a limited basis with an explanation from the appraiser. Older comparable sales that are the best indicator of value for the subject property may be used if appropriate. Underwriters to ensure value is supported and market acceptance has been demonstrated when older comparables are utilized.

Property Values within Market Area

The value of subject property should be in line with the home prices in the subject's market area. The appraiser must report the primary indicators of market condition for properties in the subject neighborhood as of the effective date of the appraisal by noting the following:

- the trend of property values
- the supply of properties in the subject neighborhood
- marketing time for properties

The appraiser must provide their conclusions for the reasons a market is experiencing declining property values, an over-supply of properties, or marketing times over 6 months. The Market Conditions Addendum (FNMA Form 1004MC) is required for all loans with appraisals of 1-4 unit properties.

Property (continued)

Market Analysis (continued)

Redlining Prohibition

Prohibited bases such as race, ethnicity, gender, minority geography or any other prohibited basis category should not be included as an appraisal factor or considered when reviewing an appraisal. As a matter of policy, appraisal reports which make reference to a prohibited basis category (e.g. race or minority geography) are not acceptable. The use of code phrases as proxies for race which are not necessarily descriptive of value or risk is unacceptable. The information in the appraisal report must support in an objective manner any statement or conclusion contained in the report.

Over Improvements

An over-improvement is an improvement that costs more than its contributory value within the marketplace. The appraiser must comment on over-improvements and indicate their contributory value in the “sales comparison analysis” adjustment grid. Improvements can represent an over-improvement for the neighborhood, but still be within the neighborhood price range—such as a property with an in-ground swimming pool, a large addition, or an oversized garage in a market that does not demand these kinds of improvements. Underwriters must review appraisals on properties with over-improvements that may not be acceptable to the typical purchaser to ensure that only the contributory value of the over-improvement is reflected in the appraisal analysis.

Property (continued)

Valuation Analysis

Sales Comparison Approach

Each appraisal must contain an estimate of market value. Market value is defined as the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- Buyer and seller of property are typically motivated
- Both parties are well informed or well advised, acting in what they consider their best interest
- A reasonable time is allowed for exposure in the open market
- Payment is made in terms of cash in US dollars or in terms of comparable financial arrangements comparable
- The price represents the normal consideration for the subject property sold unaffected by special financing or sales concessions granted by anyone associated with the sale

A minimum of 3 closed comparables must be reported in the sales comparison approach. Additional comparable sales may be reported to support the opinion of market value provided by the appraiser. The subject property can be used as a fourth comparable sale or as supporting data if it was previously closed. Contract offerings and current listings can be used as supporting data, if appropriate.

Comparable sales utilized in the market approach should:

- Be within one mile of the subject property
- Have been closed within the last 6 months
- Indicate properties that are similar to the subject property with respect to age, size, features, amenities, etc.
- Result in an overall net adjustment not exceeding 15% of the sales price of that comparable and a gross adjustment not exceeding 25% of the sales price of that comparable
- Reflect adjustments for individual line items not exceeding 10%
- Have a sales price that is within the general range of value as the subject
- Have at least 3 of the comparables should be recently closed sales

In instances where comparables conforming to the criteria stated above cannot be used, the appraiser must clearly justify reasons for alternate comparables.

Property (continued)

Valuation Analysis (continued)

Cost Approach

When completed, the cost approach must clearly segregate value attributed to land, outbuildings, etc. If the ratio of land value to total value exceeds 35%, an explanation from the appraiser may be required to demonstrate conformance with neighboring properties. See also Land Value. Appraisals that rely solely on the cost approach as an indicator of market value are not acceptable.

Income Approach

When the income approach to value is used, the appraisal report must include the supporting comparable rental and sales data and the calculations used to determine the gross rent multiplier. Appraisals that rely solely on the income approach as an indicator of market value are not acceptable.

Valuation Analysis and Final Reconciliation

In the final reconciliation, appraisers must reconcile the reasonableness and reliability of each applicable approach to value along with validity of the indicated values. The appraiser must select and report the approaches that were given the most weight. An averaging technique cannot be used.

Appraisal Review Process

The Appraisal Review Process may require CMS to obtain a secondary appraisal product to support the appraisal value for the transaction. Acceptable review products include:

- AVM (must contain a value and comparative sales data to support the valuation result)
- Desk Review (must contain a value and comparative sales data to support the valuation result)
- Field Review
- Second Full Appraisal (appraisals must be completed by different, independent appraisers and the lower of the two appraised values used to determine value)

The following transactions require one of the aforementioned review products (does not apply to loans under the Investor Advantage Credit Grade):

- Loan amounts > $453,100
- Cash-out > $100,000
- Non-arm’s length transactions
- Flip transactions
- All refinances under the Investment Property Program

Property (continued)

Appraisal Review Process, continued

The following transactions require a field review or Clear Capital CDA (or like product):

- LTV > 80%
- Loan amounts from $1,000,000 - $1,500,000
- All transactions under the Investor Advantage Credit Grade

Existing CMS policies should continue to be followed for guidance on ordering discretionary appraisal review products if there are concerns with the original appraisal report. CMS reserves the right to request additional appraisal products at our discretion based on review of the appraisal and loan file.

The following transactions may require a 2nd full appraisal:

- HPML property Flip transactions

Existing CMS policies should continue to be followed for guidance on ordering discretionary appraisal review products if there are concerns with the original appraisal report.

Appraisal Review Tolerance

A 10% tolerance is permitted for secondary review products. If the review product value is more than 10% below the appraisal value, the lower of the two values must be used.

If the tolerance is exceeded, CMS may choose to order an additional review product of a higher-level review. The original appraised value may then be used if the additional review product value is within 10% of the appraised value. If the variance is greater than 10%, a second full appraisal is required.

Investor Advantage Credit Grade

For Investor Advantage loans, a 10% tolerance is permitted for secondary review products. If the review product value is more than 10% below the appraisal value, the lower of the two values must be used.

In the event that two appraisals are obtained and a variance >10% exists, the value closest to the CDA value must be used.

Property (continued)

Property Considerations

Accessory Units

Properties with accessory units, also known as Granny units, mother-in-law suites, etc., are acceptable if all of the following are met:

- Property is typical, readily-acceptable, and common in the subject's market area
- Property must conform to all zoning laws and/or regulations
- Appraisal contains 3 comparables with similar additional accessory units
- Accessory unit is substantially smaller than the primary dwelling
- Legal non-conforming use is acceptable provided its current use does not adversely affect value and marketability
- Any rental income received from the accessory unit may not be used for qualifying
- Existence of the unit must not jeopardize any future hazard insurance claim that may need to be filed for the property

Dampness

If the appraisal report notes evidence of dampness, the appraiser must clearly define the effect on value and marketability of the subject property, as well as comment regarding the probable cause of the dampness problem. Generally, a structural engineer's report is required prior to making a loan decision. The cause of the dampness must be corrected prior to closing should the dampness problem indicate a structural deficiency and/or significant negative impact on value or marketability.

Deed Restrictions

Deed restrictions impact the future transferability of a property. The following deed restrictions are allowed:

- Age Restricted Communities

Deed restrictions must be reviewed to ensure all of the following requirements are met:

- Appraisal supports property is common and typical for the market area
- Deed restriction must not impair or restrict the first mortgage holder's legal rights in the event of a default (or cure), foreclosure, or any other default measure
- Declarations must not contain any provisions that would require the first mortgage holder to send a notice of default or foreclosure to any third party
- Deed restriction must not require the lender to provide notification to the governing authority of any delinquency or default

Property (continued)

Property Considerations (continued)

Deferred Maintenance

Property must be in average or better condition. Deferred maintenance is allowed provided the neglected item is not structural in nature (as noted by the appraiser). Deferred items may be left "as is" if the aggregate cost to cure the deficiency does not exceed $2,000 or impact the safety or habitability of the property.

Investor Advantage Credit Grade

For the Investor Advantage Credit Grade, the property must not contain material deferred maintenance resulting in appraisal grades of C4, C5, or C6.

Disaster Areas

CMS is responsible for identifying areas impacted by disasters and taking the appropriate steps to ensure the subject property has not been adversely affected. Examples of disasters include, but are not limited to, hurricanes, earthquakes, floods, landslides, tornadoes, wildfires, volcanic eruptions, civil unrest, and terrorist attacks.

Adverse events that receive a formal disaster declaration issued by local, state or federal departments of emergency management must follow the procedures listed below. A list of all federally declared disaster areas may be found on the FEMA website at http://www.fema.gov/disasters.

In addition, when there is knowledge of an adverse event occurring in and around the subject property's geographic region and a formal declaration has not yet been made, additional due diligence is required to determine whether the disaster area guidelines must be followed.

- **Time Period**

  Guidelines for disaster areas should be followed for 90 days from the incident period ending date or the date the adverse event occurred, whichever is later.

Property (continued)

Property Considerations (continued)

- **Appraisal Not Completed or Appraised Prior to Disaster Incident**

  When the appraisal was completed prior to the disaster incident, or the appraisal has not been completed, an interior and exterior inspection of the subject property is required.

  - Inspection must be completed by licensed third-party professional to certify the condition of the subject property and to identify any impact to habitability or marketability
  - Inspection report must include photographs of front, rear and street view of the property
  - Any damage must be repaired and re-inspected prior to purchase
  - File must contain a copy of the inspection report and evidence of inspector licensing

  An appraisal update or final inspection from the appraiser must also be obtained.

  - Appraiser must comment on the adverse event and certify there has been no decline in value
  - Existing damage must meet requirements in Deferred Maintenance

Property (continued)

Property Considerations (continued)

- **Appraised After Disaster Incident**

  When the inspection date of the appraisal is after the disaster incident, the following requirements must be met:

  - Appraiser must comment on the adverse event and any effect on marketability or value
  - Existing damage must meet requirements in Deferred Maintenance

- **Disaster Incident Occurs After Closing, Prior to Funding or Purchase**

  Loan is ineligible for purchase or funding until an appraisal update or final inspection from the appraiser is obtained.

  - Appraiser must comment on the adverse event and certify there has been no decline in value
  - Existing damage must meet requirements in Deferred Maintenance

- **Verbal Verification of Employment Re-Verification**

  If a disaster event occurs after the Verbal Verification of Employment (VVOE) has been completed, CMS must obtain an update to ensure the borrower is still employed and that they are continuing to receive the same amount of income.

Electrical Systems

An electrical certification from a licensed electrician is required if the appraisal notes a fair or poor rating concerning the adequacy or condition of the system. Any electrical inadequacies must be corrected prior to closing.

Environmental Hazards

The appraisal report should note the existence of known environmental hazards and its effect on value and marketability of the subject property. Environmental hazards may include but are not limited to:

- Evidence of radon above EPA safety levels which is left untreated
- Properties built on or near toxic waste dumps, cleanup sites, etc.
- Presence of urea formaldehyde foam insulation (UFFI)

A property inspection completed by a licensed inspector is required in order to make final determination of the acceptability of the property. The mortgagor's acknowledgment of condition is required.

Property (continued)

Property Considerations (continued)

Escrows for Work Completion

Not Allowed.

Flood Zone

The appraisal should indicate if the property is located in a flood zone. Refer to Flood Insurance for additional information on flood certifications and flood insurance.

Foundation Settlement

If the appraisal report notes evidence of excessive settlement, the appraiser must clearly define the effect on value and marketability of the subject property. Settlement problems which denote structural deficiencies and/or significant negative impact on value and marketability must be corrected prior to closing. Generally, a structural engineer's report is required prior to making a loan decision.

Properties with evidence of sinkhole activity are ineligible for financing.

Heating Systems

A central heat source with ductwork or baseboard in all rooms is required on all properties. If subject does not have central heat, the appraiser must provide similar comparable properties and an addendum indicating:

- the heat source is typical for the area
- the heat source is permanently attached
- the heat source is adequate for the dwelling
- the heat source is externally vented

Land Value and Acreage

Acreage and land value must be typical and common for the subject's market. Maximum acreage permitted is 10 acres. Investment property transactions are limited to 2 acres.

Special consideration should be taken for properties with land values that exceed 35% of the total property value to ensure the value is justified and the property has marketability. The appraisal report must provide data which indicates like-size properties with similar land values are typical and common in the subject's market area.

See also Rural Properties.

Property (continued)

Property Considerations (continued)

Log Homes

Log homes are ineligible.

Modular Homes

Modular, prefabricated, panelized, or sectional housing homes are eligible for financing at a maximum LTV of 80%. Modular homes must meet all of the following requirements:

- Must assume the characteristics of site-built housing; and
- Must be legally classified as real property; and
- Must conform to all local building codes in the jurisdiction in which they are permanently located.

Multiple Dwellings on One Lot

Properties with 2 or more detached single-family homes on a single lot are generally ineligible for financing. Single-family properties containing additional residential dwellings (guesthouse, carriage house, etc.) must comply with local zoning regulations. They must be typical and common within the subject's neighborhood. Typically, the additional dwelling is smaller than the main dwelling and will not be rented. The subject property should be appraised as a single-family residence. Any value for additional dwellings should be supported by comparable sales. See also Accessory Units.

Multiple Parcels

When a property consists of more than one parcel of real estate, the following requirements must be met:

- Each parcel must be conveyed in its entirety.
- Parcels must be adjoined to the other, unless they comply with the following exception. Parcels that otherwise would be adjoined, but are divided by a road, are acceptable if the parcel without a residence is a non-buildable lot (for example, waterfront properties where the parcel without the residence provides access to the water). Evidence that the lot is non-buildable must be included in the loan file.
- Each parcel must have the same basic zoning (for example, residential, agricultural).
- The entire property may contain only one dwelling unit. Limited additional nonresidential improvements, such as a garage, are acceptable. For example, the adjoining parcel may not have an additional dwelling unit. An improvement that has been built across lot lines is acceptable. For example, a home built across both parcels where the lot line runs under the home is acceptable.
- The mortgage must be a valid first lien that covers each parcel.

Property (continued)

Property Considerations (continued)

New Construction

The following are required for all new construction properties:

- Appraisal Update and/or Completion Report (FNMA Form 1004D) with complete interior and exterior photos reflecting completion, if applicable. Proposed improvements are not allowed.
- Property taxes are calculated at 1.5% of the sales price for qualification. 1.25% should be used for properties located in CA.

Pest Infestation

If the appraisal report or sales contract notes evidence of termites or other insect infestation, a pest inspection report certifying treatment of the infestation prior to closing is required. Any significant structural damage due to pest infestation must be corrected prior to closing.

Plumbing

A plumbing certification from a licensed plumber is required whenever the appraisal states a fair or poor rating concerning the adequacy or condition of the system. Any inadequacies must be corrected prior to closing.

Private Roads

Properties on private roads are acceptable subject to the following:

- The title company must insure access to the subject property from a public street; and
- A legally enforceable agreement or covenant for maintenance of the street is required.
    - The agreement should include provisions for the responsibility for payment of repairs, including each party’s representative share, default remedies in the event a party to the agreement or covenant fails to comply with his or her obligations, and the effective term of the agreement which in most cases should be perpetual and binding on any future owners.
    - If the property is located within a state that has statutory provisions that define the responsibilities of property owners for the maintenance and repair of a private street, no separate agreement or covenant is required. Any maintenance costs are to be included in the borrower’s housing ratio.

Property (continued)

Property Considerations (continued)

PUD (Planned Unit Development)

A Planned Unit Development (PUD) is a project or subdivision that consists of common property and improvements that are owned and maintained by an owners' association for the benefit and use of the individual PUD units. In order for a project to qualify as a PUD, each unit owner's membership in the owners' association must be automatic and non-severable and the payment of assessments related to the unit must be mandatory. Zoning is not a basis for classifying a project or subdivision as a PUD. The PUD project must be analyzed to ensure that an individual unit in the project will be acceptable security for the mortgage.

There are two distinct classifications for PUD projects: Type E (established) and Type F (new).

- **Detached PUDs**

  If the subject property is a detached unit, no analysis is required.

- **Attached PUDs**

  Attached Type E PUD: the developer must have turned over voting control of the HOA to the unit purchasers. This is the sole criteria to qualify a Type E Project.

  Attached Type F PUD: the developer has not turned over voting control of the HOA to the unit purchasers. The project must meet the following eligibility criteria:

  - The project cannot have been created by the conversion of existing buildings into a PUD
  - The project may not include any multi-dwelling units that represent the security for a single mortgage
  - The project must not be composed of manufactured homes
  - A sufficient number of the total units in the project (or legal phase) must have been conveyed or be under contract to be sold to the purchasers in order to determine whether the presales will support the responsibilities of the owners' association for at least 2 years
  - The units must be owned in fee simple and the unit purchasers must the sole ownership interest in, and right to the use or, the projects' facilities once control of the owners' association has been turned over to them

Repairs

The appraisal must identify all items that require repair. It should also include and describe physical deficiencies that could affect a property's soundness, structural integrity, livability or improvements that are incomplete. Any immediate or necessary repairs must be completed and re-inspected by the appraiser prior to closing. See also Deferred Maintenance.

Property (continued)

Property Considerations (continued)

Rural Properties

Rural properties are ineligible.

Septic System / Sewage Disposal System

Sewage disposal systems may require certification if the appraiser or purchase contract indicates the necessity. The report should be provided by a city, county, state (or governing body) official or qualified entity stating:

- Sewage disposal system complies with applicable local and/or state health standards, is in proper working order, and can be expected to function satisfactorily; or
- Local and/or state health standards do not apply for the sewage disposal system; however, it is found to be in proper working order and adequate for the subject property.

For systems one-year-old or less, the certification may be no more than one-year-old on the date of closing. For systems more than one-year old, the certification should be no more than 120 days old on the date of closing.

Property (continued)

Property Considerations (continued)

Solar Panels

Properties with solar panels are eligible for financing. If the property owner is the owner of the solar panels, standard eligibility requirements apply (for example, appraisal, insurance, and title). If the solar panels are leased from or owned by a third party under a power purchase agreement or other similar arrangement, the following requirements apply (whether to the original agreement or as subsequently amended):

- The solar panels may not be included in the appraised value of the property.
- The property must maintain access to an alternate source of electric power that meets community standards.
- The monthly lease payment must be included in the debt-to-income (DTI) ratio calculation unless the lease is structured to:
    - provide delivery of a specific amount of energy at a fixed payment during a given period, and
    - have a production guarantee that compensates the borrower on a prorated basis in the event the solar panels fail to meet the energy output required for in the lease for that period.
- Payments under power purchase agreements where the payment is calculated solely based on the energy produced may be excluded from the DTI ratio.
- The lease or power purchase agreement must indicate that:
    - any damage that occurs as a result of installation, malfunction, manufacturing defect, or the removal of the solar panels is the responsibility of the owner of the equipment and the owner must be obligated to repair the damage and return the improvements to their original or prior condition (for example, sound and watertight conditions that are architecturally consistent with the home);
    - the owner of the solar panels agrees not to be named loss payee (or named insured) on the property owner’s property insurance policy covering the residential structure on which the panels are attached. As an alternative to this requirement, the lender may verify that the owner of the solar panels is not a named loss payee (or named insured) on the property owner’s property insurance policy; and
    - in the event of foreclosure, the lender or assignee has the discretion to:
        - terminate the agreement and require third-party owner to remove the equipment;
        - become, without payment of any transfer or similar fee, the beneficiary of the borrower’s lease/agreement with the third party; or
        - enter into a new lease/agreement with the third party, under terms no less favorable than the prior owner.

Property (continued)

Property Considerations (continued)

Unconventional Floor Plans

Properties with unusual floor plans or functional obsolescence are allowed if the appraisal demonstrates acceptability in the market place and includes appropriate adjustments. A floor plan sketch is required for all appraisals.

Water Supply

Water certification must be obtained if required by the appraiser or purchase contract. The report should be provided by a city, county, state (or governing body) official or a qualified entity stating:

- The water supply system is in proper working order and pumping an adequate supply of water for the subject property; and
- The water supply is potable and complies with local and/or state health authority standards (in the absence of a local health authority, a reputable chemical testing agency must certify that the water is fit for human consumption). The water certification(s) for existing properties can be no more than 120 days old on the date of closing. If new construction, the report may be one-year old as of the date of closing.

Zoning and Land-Use Regulations

Property improvements must constitute a legally permissible use of the land based on the zoning ordinance. If the improvements represent a legal, non-conforming use of land, a letter from the local building authority or appraiser must be obtained to certify the subject property can be rebuilt "as is" in the event of partial or total destruction.

The appraiser must compare the existing and potential use of the subject property to the zoning regulations. In addition, the appraiser should note any adverse effect that a non-conforming use has on the value and marketability of the subject property.

Special consideration must be given to properties that are subject to other types of land use regulations, such as coastal tideland or wetland laws, as setback lines or other provisions may prevent reconstruction or maintenance of the property improvements in the event of damage or destruction. The intent of some land-use regulations is to remove existing land uses and to stop land development (including the maintenance, or new construction, or seawalls) within specific setback lines. Except as stated above, properties with land-use restrictions which prohibit the reconstruction to maintenance the dwelling are ineligible.

Property (continued)

Condominiums

A condominium is a form of ownership in which the interior space is individually owned and the balance of the property (including land and building) is owned collectively with the other unit owners.

Definitions of Established and New Condominiums

Specific eligibility criteria are dependent upon whether the condo project reviewed classified as established or new.

Established condominium projects meet the following criteria:

- At least 90% of the total units in the project have been conveyed to the unit purchasers
- Project is 100% complete, including all units and common elements
- Project is not subject to additional phasing or annexation
- Control of the HOA has been turned over to the unit owners

New condominium projects meet the following criteria:

- Fewer than 90% of the total units in the project have been conveyed to the unit purchasers
- The project is not fully completed, such as proposed construction, new construction, or the proposed or incomplete conversion of an existing building to a condo
- The project is newly converted
- The project is subject to additional phasing or annexation

Property (continued)

Condominiums (continued)

General Condominium Requirements

All condominium projects must meet the following requirements:

- All common areas and amenities within the project or subject phase must be complete.
- Subject unit must have at least 600 square feet of living space.
- The sustainability, marketability and financial stability of the project must be supported.
- Project must be located in an area where acceptability of condominium ownership is demonstrated.
- The project must be in compliance with all applicable state or local laws. The homeowners' association must be incorporated in the state where the project is located.
- Condo projects must have acceptable insurance coverage.
- An environmental hazard assessment is required for condo projects if an environmental problem is identified by CMS through performance underwriting or due diligence.
- Projects with pending or threatened litigation are typically ineligible. Litigation may be acceptable if it is determined to be minor and immaterial. See also Non-Warrantable Condominiums.
- The project must be located on one contiguous parcel of land. The project may be divided by a public street.
- The structures within the project must be within a reasonable distance from each other. Common elements and facilities, such as recreational facilities and parking, must be consistent with the nature of the project and competitive in the marketplace.
- All programs are limited to a maximum number of units within one project of 20% or 20 loans, whichever is less.
- The maximum loan concentration by an individual borrower in a single condo development is 10%.

Property (continued)

Condominiums (continued)

Condominium Project Review

A valid project review is required for all condominium transactions, along with a completed *CMS Mortgage Homeowners' Association Certification*. The HOA certification may not be greater than 120 days old at the time of closing.

The project review methods below should be utilized to determine the acceptability of a condominium project:

- **PERS (Project Eligibility Review Service)**

  PERS project approvals: https://www.fanniemae.com/singlefamily/project-eligibility

  Projects with Fannie Mae PERS approvals are acceptable and can be found on the Fannie Mae website. Projects must also meet the General Condominium Requirements and may not be an Ineligible Project. A PERS approval is valid for 18 months from the date of issue and must be valid as of the note date.

  New projects are acceptable only with a PERS approval.

- **FHA Approved Condominiums**

  FHA condo approvals: https://entp.hud.gov/idapp/html/condlook.cfm

  Projects with FHA condo approvals are acceptable and can be verified on the HUD website. Projects must also meet the General Condominium Requirements and may not be an Ineligible Project. An FHA condo approval must be valid as of the date of the note.

Property (continued)

Condominiums (continued)

HOA Certification Review

For all established condominium projects without valid PERS or FHA approvals, or for projects that do not meet all the requirements of the various project review methods, an HOA Certification Review is required. CMS must review the completed CMS Mortgage Homeowners' Association Certification to ensure compliance with the following requirements:

- Project must meet the definition of an established condo.
- At least 50% of the total units in the project must be conveyed to purchasers as primary or second homes.
- No more than 15% of the total units in a project may be 60 days or more past due on their HOA dues.
- No single entity, the same individual, investor group, partnership, or corporation may own more than 10% of the total units in the project. For projects with 1-4 total units, single entity ownership may not exceed 1 unit. For 5-20 unit projects, single entity ownership may not exceed 2 units.
- No more than 25% of the total square footage of the project may be used for commercial purposes.
- Mortgagee may not be responsible for more than the greater of 6 months or the maximum amount permitted under applicable state law of delinquent HOA dues. For condos in Florida, the first mortgagee's liability for dues assessed prior to its acquisition of title is limited to the lesser of 12 months' assessments or 1% of the original mortgage debt.
- All facilities related to the project must be owned by the unit owners or the HOA cannot be subject to a lease between the unit owners or HOA and another party.
- HOA certification reflects the funding of replacement reserves for capital expenditures and deferred maintenance that is at least 10% of the budget.

Property (continued)

Condominiums (continued)

Non-Warrantable Condominiums

Non-warrantable condominiums are allowed on an exception basis. A completed CMS Mortgage HOA Certification is required.

See the CMS Non-Prime Matrix for specific LTV restrictions.

Non-Warrantable Condominiums	
Characteristic	**Exception Considerations**
Commercial Space	Commercial space in project up to 30%
Completion Status	The project, or the subject's legal phase along with other phases, must be complete. All common elements in the project or legal phase must be 100% completed. At least 50% must be sold or under a bona-fide contract.
Delinquent HOA Dues	No more than 20% of the total units in the project may be 60 days or more past due on the payment of condominium/association fees.
Investor Concentration	Investor concentration in project up to 60%. Higher percentages may be considered under the Investment Property Program when an established history of a high percentage of rental units in the condo project can be demonstrated.
HOA Control	The developer may be in control of the condominium association provided the Master Agreement provides for the homeowners to take control upon either a predetermined percentage of unit sales or within a defined time period.
HOA Reserves	HOA Budget must include a dedicated line item allocation to replacement reserves of at least 8% of the budget.
Litigation	Projects involved in litigation are acceptable as long as the pending lawsuit(s) are not structural in nature, do not affect the marketability of the units and: ▪ Potential damages do not exceed 25% of the HOA reserves, OR ▪ Documentation must be provided by the insurance carrier or the attorney representing the insurance carrier that the insurance carrier has agreed to provide the defense and the association's insurance policy is sufficient to cover the litigation.
Single Entity Ownership	Single entity ownership in project up to 20%.

Property (continued)

Condominiums (continued)

Condominium Conversions

A condominium conversion is the conversion of an existing building to a condominium project. Project conversions legally created in the past 3 years are not allowed.

Site Condominiums

Projects consisting of single-family detached dwellings (also known as site condominiums) are acceptable provided the appraisal supports market acceptance of site condominiums in the subject's market area. A Homeowners' Association Certification is not required

Appraisals for site condos are to be documented on FNMA Form 1004. The appraiser should include an adequate description of the project, information about the homeowners' association fees, and note the quality of the project maintenance.

Ineligible Projects

- Projects comprised of manufactured homes
- Projects with units used for 'live-work"
- Projects managed and operated as a hotel or motel
- Projects containing the word hotel or motel in the name
- Projects that restrict the owner's ability to occupy the unit
- Projects with mandatory rental pooling agreements that require unit owners to either rent their units or give a management firm control over unit occupancy
- Projects with non-incidental business operations owned or operated by the homeowners' association (such as a restaurant, spa, health club, etc.)
- Common interest apartments
- Timeshare or segmented ownership projects
- Continuing Care Retirement Communities or Life Care Facilities
- Multi-unit dwelling condos that permit an owner to hold title to more than one dwelling unit, with ownership of all of his or her owned units evidenced by a single deed and financed by a single mortgage

PROPERTY INSURANCE

Hazard Insurance

Minimum Hazard Insurance Coverage Amount

Hazard insurance must protect against loss or damage from fire and other hazards covered by the standard extended coverage endorsement. The coverage must provide for claims to be settled on a replacement cost basis. Extended coverage must include, at a minimum, wind, civil commotion (including riots), smoke, hail, and damages caused by aircraft, vehicle, or explosion.

Hazard insurance policies that limit or exclude from coverage (in whole or in part) windstorm, hurricane, hail damages, or any other perils that normally are included under an extended coverage endorsement are not acceptable.

Borrowers may not obtain hazard insurance policies that include such limitations or exclusions, unless they are able to obtain a separate policy or endorsement from another commercial insurer that provides adequate coverage for the limited or excluded peril or from an insurance pool that the state has established to cover the limitations or exclusions.

Hazard insurance coverage should be in the amount of the lesser of:

- 100% of the insurable value of improvements, as established by the property insurer; or
- The unpaid principal balance of the mortgage, as long as it equals the minimum amount (80% of the insurable value of the improvements) required to compensate for damage or loss on a replacement cost basis. If it does not, then coverage that does provide the minimum required amount must be obtained.

Property Insurance (continued)

Hazard Insurance (continued)

Determining the Amount of Required Hazard Insurance

The following tables describes how to calculate the amount of required hazard insurance coverage:

Determining Hazard Insurance	
Step	**Description**
1	Compare the insurable value of the improvements as established by the property insurer to the unpaid principal balance of the mortgage loan.
1A	If the insurable value of the improvements is less than the unpaid principal balance, the insurable value is the amount of coverage required.
1B	If the unpaid principal balance of the mortgage loan is less than the insurable value of the improvements, go to Step 2.
2	Calculate 80% of the insurable value of the improvements.
2A	If the result of this calculation is equal to or less than the unpaid principal balance of the mortgage, the unpaid principal balance is the amount of coverage required.
2B	If the result of this calculation is greater than the unpaid principal balance of the mortgage, this calculated figure is the amount of coverage required.

Examples			
Category	**Property A**	**Property B**	**Property C**
Insurable Value	$90,000	$100,000	$100,000
Unpaid Balance	$95,000	$90,000	$75,000
80% Insurable Value	—	$80,000	$80,000
Required Coverage	$90,000	$90,000	$80,000
Calculation Method	Step 1A	Step 2A	Step 2B

Property Insurance (continued)

Hazard Insurance (continued)

Deductible Amount

The maximum allowable deductible for insurance covering a property securing a first mortgage loan is 5% of the face amount of the policy. When a policy provides for a separate wind-loss deductible (either in the policy itself or in a separate endorsement), that deductible must be no greater than 5% of the face amount of the policy.

Evidence of Hazard Insurance

Policy must be effective for at least 60 days after the date of funding (does not apply to condominium project insurance policies). Evidence of Insurance may be provided in one of the following forms:

- Policy
- Certificate of Insurance (COI)
- Insurance Binder

Evidence of Insurance must provide the following information:

- Names of borrowers reflect the same as the names on the note
- Property address agrees with the note/security instrument
- Mailing address is the same as property address
- Policy Number
- Loan Number
- Name of insurance company
- Insurance Agent information
- Effective and expiration dates of coverage
- Premium Amount
- Coverage amount and deductible
- Loss payee clause as applicable
- Signed and dated by agent

Optional Coverage

Hazard insurance policies may include optional coverage(s) which are acceptable, but are not required. For example, a “homeowners” or “package” policy is acceptable as long as any part of the coverage that exceeds the required coverage is not obligated for renewal.

Property Insurance (continued)

Hazard Insurance (continued)

Rating Requirements

The hazard insurance policy must be written by a carrier that meets at least one of the following requirements:

- Carriers rated by A.M. Best Company, Inc. must have:
  - a "B" or better Financial Strength Rating in Best's Insurance Reports, or an "A" or better Financial Strength Rating and a Financial Size Category of "VIII" or
  - greater in Best's Insurance Reports Non-US Edition
- Carriers rated by Demotech, Inc. must have an "A" or better rating in Demotech's Hazard Insurance Financial Stability Ratings
- Carriers rated by Standard and Poor's must have a "BBB" or better Insurer Financial Strength Rating in the Standard and Poor's Ratings Direct Insurance Service

Policies underwritten by a state's Fair Access to Insurance Requirements (FAIR) plan or other state insurance plan are also acceptable, if it is the only coverage that can be obtained.

An insurance policy that includes either of the following endorsements will assure full insurable value replacement cost coverage:

- A Guaranteed Replacement Cost Endorsement (under which the insurer agrees to replace the insurable property regardless of the cost) and, if the policy includes a coinsurance clause, an Agreed Amount Endorsement (which waives the requirement for coinsurance).
- A Replacement Cost Endorsement (under which the insurer agrees to pay up to 100% of the subject property's insurable replacement cost, but no more) and, if the policy includes a coinsurance clause, an Agreed Amount Endorsement (which waives the requirement for coinsurance).

Unless a higher maximum amount is required by state law, the maximum deductible amount for policies covering the common elements in a PUD project is the lesser of $10,000 or 5% of the policy face amount. However, for losses related to individual PUD units that are covered by the blanket policy for the project, the maximum deductible related to the individual unit may not exceed 5% of the face amount of the insurance policy. Funds to cover these deductible amounts should be included in the operating reserve account that is maintained by the homeowners' association.

Property Insurance (continued)

Condominium and PUD Project Insurance Requirements

Minimum Hazard Insurance Coverage

Insurance should cover 100% of the insurable replacement cost of the project improvements and common elements, including the individual units in the project.

If the subject property is an attached PUD or a condominium, the respective associations may acquire a blanket policy to cover the project. The entire project insurance policy should be reviewed to ensure the homeowners' association maintains a master or blanket type of insurance policy, with premiums being paid as a common expense. The policy must show the HOA as the named insured.

For PUD projects, individual insurance policies are also required for each unit. If the project's legal documents allow for blanket insurance policies to cover both the individual units and the common elements, blanket policies are acceptable in satisfaction of its insurance requirements for the units.

The policy must require the insurer to notify in writing the HOA (or insurance trustee) and each first mortgage loan holder named in the mortgagee clause at least 10 days before it cancels or substantially changes a condo project's coverage.

HO-6 Insurance Coverage for Condominiums

If the unit interior improvements are not included under the terms of the condominium policy, the borrower is required to have an HO-6 hazard policy ("wall-in coverage"), which is sufficient to repair the condo unit to its condition prior to a loss claim event.

Deducible Amount

For policies covering the common elements in a PUD project and for policies covering condo projects, the maximum deductible amount must be no greater than 5% of the face amount of the policy.

For losses related to individual PUD units that are covered by the blanket policy for the project, the maximum deductible amount related to the individual unit should be no greater than 5% of the replacement cost of the unit. If, however, the policy provides for a wind-loss deductible (either in the policy itself or in a separate endorsement), that deductible must be no greater than 5% of the face amount of the policy.

For blanket insurance policies that cover both the individual units and the common elements, the maximum deductible amount related to the individual unit should be no greater than 5% of the replacement cost of the unit.

Property Insurance (continued)

Condominium and PUD Project Insurance Requirements (continued)

General Liability Coverage

Project liability insurance requirements are as follows:

- The homeowners' association must maintain a commercial general liability insurance policy for condo projects or Type F PUD projects, including all common areas and elements, public ways, and any other areas that are under its supervision.
- The insurance should cover commercial spaces that are owned by the homeowners' association, even if they are leased to others. The commercial general liability insurance policy should provide coverage for bodily injury and property damage that result from the operation, maintenance, or use of the project's common areas and elements.
- The amount of liability coverage should be at least $1,000,000 for bodily injury and property damage for any single occurrence.
- The policy should provide for at least ten days' written notice to the owners' association before the insurer can cancel or substantially modify it. For condominium projects, similar notice must also be given to each holder of a first mortgage or share loan on an individual unit in the project.

An insurance policy that includes either of the following endorsements will assure full insurable value replacement cost coverage:

- A Guaranteed Replacement Cost Endorsement (under which the insurer agrees to replace the insurable property regardless of the cost) and, if the policy includes a coinsurance clause, an Agreed Amount Endorsement (which waives the requirement for coinsurance); or
- A Replacement Cost Endorsement (under which the insurer agrees to pay up to 100% of the subject property's insurable replacement cost, but no more) and, if the policy includes a coinsurance clause, an Agreed Amount Endorsement (which waives the requirement for coinsurance).

Fidelity Bond Coverage

Fidelity bond coverage is required for condominium projects over 20 units (or per state requirements). The insurance coverage must be at least equal to the greater of 3 months HOA dues or reserves or minimum required by state law. Coverage is not required when the calculated amount is $5,000 or less.

Property Insurance (continued)

Flood Insurance

Flood insurance is required for any property located within any area designated by the Federal Emergency Management Agency (FEMA) as a Special Flood Hazard Area (SFHA). A SFHA is typically denoted as Flood Zone A or Zone V (coastal areas). Properties in Flood Zone A or V must be located in a community which participates in the FEMA program to be eligible for financing.

Flood Certificate

Determination whether a subject property is in a flood zone must be established by a Flood Certificate provided by the Federal Emergency Management Agency (FEMA). The appraisal report should also accurately reflect the flood zone.

The flood insurance requirement can be waived if:

- Subject property improvements are not in the area of Special Flood Hazard, even though part of the land is in Flood Zone A or V; or
- Borrower obtains a letter from FEMA stating that its maps have been amended so that the subject property is no longer in an area of Special Flood Hazard

Minimum Flood Insurance Coverage

The minimum amount of flood insurance required for most first mortgages secured by 1-unit properties and individual PUD units is the lower of:

- 100% of the replacement cost of the insurable value of the improvements;
- the maximum insurance available from the National Flood Insurance Program (NFIP), which is currently $250,000 per dwelling; or
- the unpaid principal balance of the mortgage

Project Flood Insurance Requirements

The flood policy for a PUD or condominium project must cover any common element buildings and any other common property located in a SFHA. The amount of flood insurance coverage for a PUD or condo project should be at least equal the lesser of 100% of the insurable value of the facilities or the maximum coverage available under the appropriate National Flood Insurance Program (NFIP).

Deductible Amount

The maximum allowable deductible is the maximum available from the NFIP, which is currently $10,000. The maximum allowed deductible for a PUD or condo project is $25,000.

Property Insurance (continued)

Flood Insurance (continued)

Evidence of Flood Insurance

Flood insurance must be maintained throughout the duration of the loan. If final evidence of flood insurance is not available at closing, the following may be used:

- Completed and executed NFIP application with a copy of the borrower's premium check, the insurance agent's paid receipt.
- Completed and executed NFIP General Change Endorsement Form showing the assignment of the current flood insurance policy by the property seller to the borrower
- Agent-executed NFIP Certification of Proof of Purchase of Flood Insurance

Evidence of Insurance must provide the following information:

- Names of borrowers reflect the same as the note
- Property address agrees with the note/security instrument
- Mailing address is the same as property address
- Policy Number
- Loan Number
- Name of insurance company
- Insurance Agent information
- Effective and expiration dates of coverage
- Premium Amount and deductible
- Coverage amount
- Loss payee clause as applicable
- Signed and dated by agent

TITLE INSURANCE

Title Policy Requirements

Loans must be covered by a title insurance policy that has been paid in full and is valid, binding, and remains in full force and effect.

Preliminary title must indicate that the final title policy will be issued after funding.

The title insurer must be qualified to do business in the state where the subject property is located. The title insurer and policy must conform to Fannie Mae/Freddie Mac requirements.

Borrower Information

All borrower names must be indicated on the title commitment. If the borrower's marital status appears to be different than on 1003, the discrepancy must be addressed. The property seller's name must be cross referenced to the purchase agreement and valuation chain of title.

Coverage Amount

The amount of title insurance coverage must at least equal the original principal amount of the mortgage.

Insured Name

Title policy must insure that CMS's name appears in the security instrument. It must also include the language "its successors and assigns as their interest may appear."

Age of Report

The preliminary title report/title commitment should be dated no later than 90 days prior to closing. Any requirements by title, such as Statements of Information or copies of trust agreements, must be cleared prior to closing.

Vesting

Final title policy vesting should reflect the name(s) of the individual borrower(s). See Vesting and Ownership.

Gap Coverage

The preliminary title report/title commitment must be updated after closing in writing to ensure the mortgage is in first lien position and documented through one of the following:

- Final title policy
- Title bring-down search representing the period of time from the original search through the time the mortgage is recorded
- Gap coverage from the time of the original search until the mortgage is recorded, when the mortgage is not recorded at the time of diligence

Title Insurance (continued)

Title Policy Requirements (continued)

Title Policy Forms

The final title policy must be written on one of the following forms:

- 2006 American Land Title Association (ALTA) standard form
- ALTA short form
- ALTA form with amendments required by state law in states in which standard ALTA forms of coverage are not used or in which the 2006 ALTA forms have not yet been adopted, provided those amendments are acceptable to Fannie Mae/Freddie Mac

Title Policy Underwriter

A nationally recognized insurer or reinsurer which has received one of the following ratings must have underwritten the title insurance policy:

- BBB or better rating from Duff and Phelps Credit Rating Company
- C or better rating from LACE Financial Corporation
- Baa or better rating from Moody's Investors Service
- BBB or better rating from Standard and Poor's, Inc.
- A Financial Stability Rating of S (Substantial) or better, or a Statutory Accounting Rating of C (Average) or better from Demotech, Inc.

Title Insurance (continued)

Title Commitment Review

Chain of Title

All files are to contain a 24-month title history from an acceptable source. Transfer date, price, and buyer and seller names on any title transfers that occurred within the previous 24 months should be provided. The vesting history should be reviewed for inconsistencies or any indication of flipping activity.

Title Exceptions

The following items are allowable title exceptions:

- Customary public utility subsurface easements; the location of which are fixed and can be verified. The exercise of rights of easement will not interfere with use and enjoyment of any improvement of the subject property or proposed improvements upon which the appraisal or loan is based.
- Above-surface public utility easements that extend along one or more property lines for distribution purposes, or along the rear property line for drainage, provided they do not extend more than 12 feet from the subject property lines and do not interfere with any of the buildings or improvements, or with the use of the subject property; and public utility restrictions, provided their violation will not result in the forfeiture or reversion of title or a lien of any kind for damages, or have an adverse effect on the fair market value of the subject property.
- Mutual easement agreements that establish joint driveways or party walls constructed on the subject property and on an adjoining property, provided all future owners have unlimited and unrestricted use of them.
- Encroachments on one foot or less on adjoining property by eaves or other overhanging projections or by driveways provided there is at least a 10-foot clearance between the buildings on the subject property and the property line affected by the encroachments.
- Encroachments on the subject property by improvements on adjoining property provided these encroachments extend one foot or less over the property line of the subject property, have a total area of 50 square feet or less, do not touch any buildings, and do not interfere with the use of any improvements on the subject property or the use of the subject property not occupied by improvements.
- Encroachments on adjoining properties by hedges or removable fences.
- Liens for real estate or ad valor taxes and assessments not yet due and payable.
- Outstanding oil, water, or mineral rights as long as they do not materially alter the contour of the property or impair its value or usefulness for its intended purposes.

Title Insurance (continued)

Title Commitment Review (continued)

Survey Requirements

If the title company requires a survey or plat map due to an exception noted on the title policy, a copy must be submitted in the loan file. Surveys must be certified, dated, and signed by the licensed civil engineer or registered surveyor performing the survey. Unimproved land surveys are not acceptable.

Surveys should be reviewed for easements, encroachments, flood zone impacts, and possible boundary violations, taking into account the location of the dwelling on the property.

Servicing

Borrowers are required to establish initial and monthly escrow for annual taxes, hazard insurance, flood insurance (if applicable), and HO-6 insurance coverage (if applicable), unless otherwise specified by applicable state law. One twelfth (1/12) of the annual premiums are to be paid with the principal and interest payments.

INVESTOR ADVANTAGE CREDIT GRADE

Overview

The Investor Advantage Credit Grade is designed for investment, non-owner occupied loans that are designated for business purposes only. Proceeds of the loan are limited to the purchase, improvement, or maintenance the subject property. Utilizing proceeds of the loan for personal, family, or household purposes is prohibited.

This section outlines requirements specific to the Investor Advantage Credit Grade. Additional requirements are found throughout the CMS Non-Prime Guidelines

First Time Investor

A First-Time Investor is a borrower who has not owned at least one investment property for at least 12 months anytime during the most recent 12-month period. First-Time Investors are not eligible for Investor Advantage.

Ownership of Primary Residence

All borrowers must presently own their primary residence. Evidence of ownership is required.

Lease Requirements

For refinance transactions, an executed lease with no less than 3 months remaining at time of close is required for all units in the subject property. Month-to-month tenancy is not subject to this requirement with sufficient evidence (such as a signed extension letter). Purchase transactions may be vacant.

The following requirements apply to refinance transactions:

- 5% LTV reduction from the maximum available for unleased properties
- Lease term not to exceed 1 year
- Monthly lease payments must be consistent with market rents

Investor Advantage Credit Grade (continued)

Rent Loss Insurance	Rent loss insurance for the subject property is required and must equal at least 6 months of local average monthly rents. Blanket policies covering the subject property are permitted.
Investor Advantage Forms	For the Investor Advantage Credit Grade, the following forms are required: • Business Purpose & Occupancy Affidavit (all borrowers are required to sign prior to close to declare that the property is, or will be, for commercial business or investment purpose only) • Guaranty (if applicable) • 1-4 Family Rider/Assignment of Rents (FNMA Form 3170)

End of Document