



**Carrington**

mortgage services, llc

# Carrington Investor Advantage Program 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.

**Table of Contents**

**Investor Advantage Program ..... 7**

    Overview..... 7

    Alternative Loan Program Analysis..... 7

    General Program Information ..... 7

    Investor Advantage Forms ..... 8

    Prepayment Penalties, Points and Fees ..... 8

    Exceptions..... 8

    Anti-Steering..... 8

    Transactions ..... 8

**General Refinance Requirements ..... 9**

    Determining Loan-To-Value ..... 9

    Lease Requirements ..... 9

    Short Term Rentals..... 9

    Properties Listed for Sale ..... 10

    Rate/Term Refinance ..... 10

    Cash-Out Refinance..... 11

    Delayed Financing ..... 12

    Flip Transactions..... 12

    Non-Arm’s Length Transactions ..... 13

    Employee(s) of Broker/Seller..... 14

    Inherited Properties and Property Buyouts ..... 14

    Permanent Financing for New Construction..... 14

**Borrowers ..... 15**

    U.S. Citizens..... 15

    Permanent Resident Aliens..... 15

    Non-Permanent Resident Aliens ..... 15

    Customer Identification Program (CIP)..... 16

    Fraud Report and Background Check..... 16

    Exclusionary List / OFAC / Diplomatic Immunity ..... 17

    First Time Investor ..... 17

# Carrington Investor Advantage Program Underwriting Guidelines

## Mortgage Lending Division

Version 6.2 – 04/16/25



Individual Taxpayer Identification Number (ITIN) Borrowers.....	17
Limited Power of Attorney .....	18
Vesting and Ownership .....	19
Vesting in the Name of a Business Entity .....	19
Multiple Financed Properties .....	20
Ineligible Borrowers.....	21
<b>Credit Analysis.....</b>	<b>21</b>
Credit Report .....	21
Credit Score Requirements .....	22
Tradeline Requirements .....	22
Evidence of Primary Residence.....	23
Mortgage and Rental Payment Verification.....	24
Real Estate Owned (REO) .....	24
Rolling Late Payments .....	24
Past Due Accounts.....	24
Delinquent Credit Belonging to Ex-Spouse.....	25
Lawsuit / Pending Litigation.....	25
Consumer Credit Counseling Service (CCCS).....	25
Collections and Charge-Offs .....	25
Collections and Charge-Offs Paid through Closing Transaction .....	26
Judgments and Tax Liens .....	26
Housing Events.....	26
Mortgage Modification .....	27
Bankruptcy.....	27
Forbearance due to Presidentially Declared Disasters, including COVID-1927	
<b>Employment/Income Analysis.....</b>	<b>28</b>
Requirements .....	28
<b>Ratios and Qualifying .....</b>	<b>28</b>
Overview.....	28
Debt Coverage Ratio (DCR).....	28
Fixed Rate Qualifying.....	28
Adjustable Rate Qualifying .....	28
Qualifying Payment.....	28
Interest-Only Qualifying Payment .....	28
<b>Asset Analysis .....</b>	<b>29</b>
Requirements .....	29

# Carrington Investor Advantage Program Underwriting Guidelines

## Mortgage Lending Division

Version 6.2 – 04/16/25



Asset Documentation .....	29
Down Payment.....	29
Reserves .....	29
Qualifying Reserves on ARM Loans .....	29
<b>Verification of Assets .....</b>	<b>30</b>
Borrowed Funds Secured by an Asset.....	30
Business Assets.....	30
CPA General Requirements .....	30
Concessions and Contributions .....	30
Depository Accounts .....	31
Earnest Money / Cash Deposit on Sales Contract .....	31
Gift Funds .....	32
Gifts of Equity .....	32
Foreign Assets .....	33
Life Insurance .....	33
Minimum Borrower Contribution .....	33
Like-Kind Exchanges .....	33
Rent Credit for Lease with Purchase Option .....	33
Retirement Accounts.....	34
Sale of Personal Assets .....	34
Secondary / Subordinate Financing.....	34
PACE, HERO and other Energy Efficiency Loans.....	34
Stock Options .....	35
Stocks, Bonds, and Mutual Funds .....	35
Trust Accounts.....	35
Ineligible Sources of Assets .....	35
<b>Property.....</b>	<b>36</b>
General Property Requirements .....	36
Uniform Residential Appraisal Report (URAR).....	37
Minimum Property Standards .....	39
Property Location.....	39
Eligible Property Types .....	39
Ineligible Property Types.....	40
Market Analysis.....	40
Valuation Analysis.....	42
Appraisal Review Process.....	44

**Carrington Investor Advantage  
Program Underwriting Guidelines**

**Mortgage Lending Division**

Version 6.2 – 04/16/25



---

Appraisal Review Tolerance.....	44
<b>Property Considerations .....</b>	<b>45</b>
Accessory Units .....	45
Additions without Permits .....	45
Dampness .....	45
Deed Restrictions.....	46
Deferred Maintenance.....	46
Disaster Areas .....	46
Electrical Systems.....	47
Environmental Hazards .....	48
Escrows for Work Completion .....	48
Flood Zone.....	48
Foundation Settlement .....	48
Hawaiian Lava Zones.....	48
Heating Systems.....	48
Land Value and Acreage.....	48
Log Homes .....	49
Mixed Use Defined.....	49
Modular Homes.....	49
Multiple Parcels.....	49
New Construction.....	49
Pest Infestation .....	50
Plumbing.....	50
Private Roads .....	50
PUD (Planned Unit Development) .....	50
Repairs and Escrow Holdbacks.....	51
Rural Properties.....	51
Septic System / Sewage Disposal System.....	52
Solar Panels .....	52
Unconventional Floor Plans.....	53
Water Supply .....	53
Zoning and Land-Use Regulations .....	53
<b>Condominiums.....</b>	<b>54</b>
Condominiums.....	54
Definitions of Established and New Condominiums .....	54
General Condominium Requirements.....	54

**Carrington Investor Advantage  
Program Underwriting Guidelines**

**Mortgage Lending Division**

Version 6.2 – 04/16/25



Condominium Project Review.....	55
HOA Certification Review.....	56
Condominium Conversions.....	57
Site Condominiums.....	57
Ineligible Projects.....	57
<b>Property Insurance.....</b>	<b>58</b>
Requirements.....	58
Hazard Insurance.....	58
Condominium and PUD Project Insurance Requirements.....	62
Flood Insurance.....	64
<b>Title Insurance.....</b>	<b>66</b>
Title Policy Requirements.....	66
Title Commitment Review.....	67
Escrow Accounts.....	68
<b>Revision Summary.....</b>	<b>69</b>

**Revision  
Summary**

See the [Revision Summary](#) section.

## INVESTOR ADVANTAGE PROGRAM

<b>Overview</b>	<p>These guidelines serve to provide direction and consistency in loan, borrower, and property eligibility.</p> <p>The Investor Advantage Program is designed for investment, non-owner occupied loans that are designated for business purposes only. Proceeds of the loan under the Investor Advantage Program are limited to the purchase of an additional investment property or the improvement and/or maintenance of the subject property or other investment properties. Utilizing proceeds of the loan for personal, family, or household purposes is prohibited.</p> <p>These guidelines outline requirements specific to the Investor Advantage Program.</p>
<b>Alternative Loan Program Analysis</b>	<p>Loans under the Investor Advantage Program are exempt.</p>
<b>General Program Information</b>	<p><b>Products</b></p> <p>See Carrington Investor Advantage Program Matrix</p> <p><b>Loan Amounts and Loan-To-Values</b></p> <p>See Carrington Investor Advantage Program Matrix</p> <p><b>State Restrictions</b></p> <p>See Carrington Investor Advantage Program Matrix</p> <p><b>Age of Documentation</b></p> <p>The title report/ commitment must be dated within 90 days of closing. All other loan documentation, <b>including credit, income, and asset documentation</b>, must be dated within 120 days of closing. See also <a href="#">Age of Appraisal</a>.</p> <p><b>Loan Age</b></p> <p>The period between the note date and the purchaser's funding date cannot exceed 60 days.</p> <p><b>Business Purpose Loans</b></p> <p>Business Purpose Loans are not subject to the Points and Fees Test, Anti-Steering or Consumer Credit Counseling requirements.</p> <p><b>All Refinances</b></p> <p>As a best practice, CMS requires that all refinance transactions must have Net Tangible Benefit to Borrower.</p>

**Investor Advantage Program (continued)**

**Investor  
Advantage  
Forms**

For the Investor Advantage Program, the following forms are required:

- Business Purpose & Occupancy Affidavit (all borrowers are required to sign prior to closing to declare that the property is, or will be, for commercial business or investment purpose only). 2 copies are required:
  - The initial disclosure provided is for informational purpose only and does not need to be signed
  - The disclosure generated with closing documents must be signed AND notarized
- Guaranty (if applicable)
- 1-4 Family Rider/Assignment of Rents (FNMA Form 3170)

**Prepayment  
Penalties,  
Points and Fees**

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

Prepayment penalties are permitted and may only be charged when permissible by State law. A Business Purpose Affidavit must be executed at closing if a prepayment penalty is charged.

**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.

**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 in writing on the *Mortgage Exception Approval Form* along with any supporting documentation.

**Anti-Steering**

CMS does not direct or "steer" a consumer to consummate a transaction based on the fact that CMS will receive greater compensation in that transaction than in other transactions CMS offered or could have offered to the consumer, unless the consummated transaction is in the consumer's interest.

**Transactions**

**Occupancy**

An investment property (or non-owner occupied property) is an income-producing property that the borrower does not occupy. The Investor Advantage Program allows for financing on investment properties only.

**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. Assignment of the sales contract is not permitted.

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

## GENERAL REFINANCE REQUIREMENTS

### **Determining Loan-To-Value**

The following standards apply to refinance transactions under the Investor Advantage Program:

If the subject property was acquired between 6 months and 12 months from the note date of the new mortgage, the current appraised value may be used to determine the loan amount when two full appraisals are obtained. The lower of the two values must be used.

If the property was acquired < 6 months from the note date of the new mortgage, 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.

### **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 contributing to the DSCR calculation. Month-to-month tenancy is not subject to this requirement with sufficient evidence (such as a signed extension letter). Purchase transactions may be vacant.

Existing leases and title reports must be reviewed to ensure clear title and first lien enforceability. Tenants must not have a first right of refusal to purchase the subject property. Lease terms must not exceed three (3) years.

If subject property is not leased, proposed rents may be used for vacant units based on the appraiser's rent analysis. See the Carrington Investor Advantage Program Matrix for LTV restrictions for unleased properties on refinance transactions.

For Short Term Rentals of less than 30 days, leases are not required regardless of furnishings or current occupancy status when the appraiser or borrower confirms the property is used as a short-term rental. See also [Short Term Rentals](#).

### **Short Term Rentals**

Short term rental properties may not be modified in a way that affects the residential character of the property. For example, parking lots and reception areas are not acceptable. Examples of short term rentals are Air BNB, Vacation Rental By Owner (VRBO), etc.

Short term rentals of less than one month in term will be qualified as an unleased property unless the borrower is able to demonstrate a 12-month history of rents on the subject property. The borrower may provide documentation from their property management service documenting 12 months gross rents.

Determining the Loan-to-Value - Refer to the Carrington Investor Advantage Program Matrix - Additional LTV Limits chart.

The Debt-Coverage Ratio (DCR) must be calculated using the lesser of the documented rents from the property management service or the appraiser's estimate of market rents.

## **General Refinance Requirements (continued)**

### **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.

For cash-out transactions, if the subject property was listed for sale in the 6 months prior to application date, a minimum 2-year prepayment penalty\* or 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.

\*Note - Prepayment penalties may only be applied to Investor Loans and may not be used in AK, DE, MD, NJ, NM, or VT. Prepayment restrictions may exist in other states. Please refer to the state-specific matrices for details.

### **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 must be processed 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.

## General Refinance Requirements (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. Non-mortgage debt paid with cash-out loan proceeds must comply with the *Business Purpose & Occupancy Affidavit*. The loan file must contain documentation to support that non-mortgage debts were derived from real estate business activities, and are not personal, family, or household debts.
- Additional cash in hand reflected on the settlement statement

For all cash-out refinance transactions: at least one borrower must have been on title a minimum of six (6) months prior to the new note date unless the requirements for [Delayed Financing](#) are met. Note date to note date is used to calculate the 6 months.

For cash-out refinance transactions where the property is currently vested in a trust or LLC, the borrowers must have owned the property in the name of the trust or LLC for at least six (6) months prior to closing.

**Note:** The six (6) months seasoning requirement may include a recent vesting change from the borrower's Trust or LLC to the borrower, from the borrower to the borrower's LLC, or between LLCs owned by the borrower. Loans may not close vested in the name of a Trust. Properties removed from a Trust or LLC are not required to meet the seasoning requirements if the property moves from the Trust to the owner of the Trust or the LLC to the owner of the LLC or another LLC owned by the borrower. Minimum fifty-percent (50%) ownership of the LLC is required.

There is no waiting period if the borrower was legally awarded the property through divorce, separation, or dissolution of a domestic partnership.

- For business purposes only. Proceeds of the loan are limited to the purchase of an additional investment property or the improvement and/or maintenance of the subject property or other investment properties. Utilizing proceeds of the loan for personal, family, or household purposes is prohibited.

---

## **General Refinance Requirements (continued)**

### **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

### **Flip Transactions**

A transaction will be considered a flip transactions when:

- The seller acquired the property 90 or fewer days prior to the sales contract date, and the new contract price exceeds the seller's acquisition price by more than 10 percent; or
- The seller acquired the property 91 to 180 days prior to the sales contract date, and the new contract price exceeds the seller's acquisition price by more than 20 percent.

The chain of title and appraisal report must be reviewed for prior sale and transfer history. 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 assignments of the contract to another buyer
- A second full appraisal is required

## **General Refinance Requirements (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:

- Relationship must be fully disclosed
- An appraisal review product is required
- Borrower to provide a written letter of explanation stating relationship to the seller and reason for purchase. Borrower(s) must write, sign, and date the letter themselves. The Lender or Broker may identify the subject matter only and not contribute to the letter's content.
- 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
- 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 must 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 funds and Gifts of equity](#) are permitted after meeting borrower's minimum contribution requirement.

## General Refinance Requirements (continued)

<b>Employee(s) of Broker/Seller</b>	<p>CMS will permit loans to employees of Brokers/Sellers as long as the employee is not the loan officer or processor on the loan. CMS limits the number of loans originated to employees of Brokers/Sellers to one loan per employee. CMS will not originate any loans to a Broker of Record or any applicant that has ownership interest in the Broker's/Seller's company.</p>
<b>Inherited Properties and Property Buyouts</b>	<p>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 &lt; 12 months prior to loan closing, the transaction is considered a cash-out.</p> <p>These transactions are subject to the following:</p> <ul style="list-style-type: none"><li>• Written agreement signed by all parties stating the terms of the buyout and property transfer must be obtained</li><li>• Equity owners must be paid through settlement</li><li>• Subject property has cleared probate and property is vested in the borrower's name</li><li>• Current appraised value is used to determine loan-to-value</li></ul>
<b>Permanent Financing for New Construction</b>	<p>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.</p> <p>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.</p> <p>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.</p> <ul style="list-style-type: none"><li>• For lots owned <math>\geq 12</math> months from application date for the subject transaction, LTV is based on the current appraised value.</li><li>• For lots owned &lt; 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).</li></ul>

## **BORROWERS**

**U.S. Citizens** 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.”

**Non-Permanent Resident Aliens** 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 eligible for financing.

### **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).

**Borrowers (continued)**

**Non-Permanent Resident Aliens, continued**

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 <https://travel.state.gov/content/travel/en/us-visas/tourism-visit/visa-waiver-program.html>.

Citizens of Venezuela are ineligible.

**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 12-month 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](#).

**Assets**

All funds required for down payment and closing costs on Non-Permanent Resident Alien transactions must be seasoned for 60 days. See [Asset Analysis](#).

Assets required for closing must also be seasoned in a U.S. depository institution for 30 days prior to closing. 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.

**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. CMS follows published CIP procedures 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, owners of the business entity and/or guarantors; however, a fraud report is not required for the business entity itself. Report findings must cover standard areas of quality control including, but not limited to; borrower validation, social security number verification, exclusionary lists, and property information (subject property). High-level alerts relating to the subject property, borrower identity, and undisclosed mortgages must be addressed by the Underwriter.

**Borrowers (continued)**

**Exclusionary  
List / OFAC /  
Diplomatic  
Immunity**

All parties involved on each transaction must be screened through any exclusionary list used by the seller. CMS must 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 must 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/>.

**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 36-month period. See the Carrington Investor Advantage Program Matrix for restrictions when all borrowers are First-Time Investors.

**Individual  
Taxpayer  
Identification  
Number (ITIN)  
Borrowers**

An ITIN borrower uses an Individual Taxpayer Identification Number (ITIN) instead of a Social Security Number (SSN).

ITIN borrowers work and reside in the U.S. but do not possess U.S. citizenship or a Social Security Number (SSN).

Refer to the program matrix for FICO and LTV restrictions when any borrower is using an ITIN. Maximum Unpaid Principal Balance (UPB) = \$2MM

The following requirements apply to all ITIN borrowers.

- All ITIN borrowers must provide:
  - Unexpired government ID with photo (foreign driver's license, passport, visa, etc.), and
  - Unexpired ITIN card or CP565 letter from the IRS assigning the ITIN to the borrower. The letter must be unexpired through the closing date. IRS form W7 is not an acceptable alternative to the ITIN card or CP565 letter.
    - ITINs are expired if the ITIN card or IRS CP565 letter is more than three years old at closing.
    - If the ITIN is expired, one of the following must be provided: E-file receipt or letter from a Tax Preparer confirming the borrower's most recent return has been filed with the IRS; or fully executed IRS W7 renewing the ITIN including agent signature.

**Borrowers (continued)**

**Individual  
Taxpayer  
Identification  
Number (ITIN)  
Borrowers  
(continued)**

- A U.S. credit report must be obtained for each borrower using the valid ITIN number.
  - Limited tradelines are not permitted. The primary wage earner must meet the requirements for Standard Tradelines.
- The following are ineligible:
  - Limited tradelines
  - ITIN borrowers with documentation referencing a SSN
- The above requirements apply when any borrower on the loan application is using an ITIN.

**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 URLA
- 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

**Borrowers (continued)**

**Vesting and  
Ownership**

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

- Individuals
- Joint tenants
- Tenants in Common
- Business Entity
  - Limited Liability Company (LLC)
  - Limited and General Partnerships
  - Corporations
  - S-Corporations

**Note:** Vesting in the name of a Trust is not permitted.

**Vesting in the  
Name of a  
Business Entity**

Vesting in the name of an LLC, partnership, corporation, or S-corporation is acceptable on investment property transactions only. To vest a loan in an Entity, the following requirements must be met:

- Business purpose and activities are limited to ownership and management of real estate
- Business Entity is limited to a maximum of 4 'owners' (owners are members, partners, or shareholders, as the case may be)
- All Entity owners must be natural persons and provide a personal Guaranty for the loan
- Each Entity owner must complete a URLA. The loan application, credit report, property Debt Coverage Ratio (DCR) and assets for each owner will be used to determine qualification and pricing.
- Each Entity owner must receive notice of the loan and its terms prior to closing

The following Entity documentation must be provided:

- Entity Articles of Organization, Partnership, and Operating Agreements (if applicable)
- Tax Identification Number
- Certificate of Good Standing
- Certificate of Authorization for the person executing all documents on behalf of the Entity

No seller shall suggest or encourage the formation of an Entity for the purpose of obtaining a mortgage loan. Such structures shall be initiated and arranged by the owners of the Entity.

**Borrowers (continued)**

**Vesting in the Name of a Business Entity, continued**

Documents must be completed and signed as follows:

<b>Document Type</b>	<b>Requirement(s)</b>
<b>Business Purpose and Occupancy Affidavit (Initial)</b>	The initial disclosure provided is for informational purposes only. No signatures required.
<b>Uniform Residential Loan Application (URLA)</b>	Completed and signed by each owner as an individual.
<b>Disclosures</b> (Notice of Intent to Proceed, Servicing Disclosure, etc.)	Completed and signed by each owner as an individual.
<b>Guaranty</b>	Completed and signed by each owner as an individual (or 'Guarantor').  The owner's signature on the Note as an Individual may also serve as evidence of Personal Guaranty.
<b>Closing Disclosure</b>	Completed and signed by each owner as an individual and by the authorized owners(s) of the Entity that can legally sign and bind Entity.
<b>Other Closing Documents</b> (Closing Disclosure, Business Purpose and Occupancy Affidavit, etc.)	Completed and signed by each owner as an Individual and by the authorized owners(s) of the Entity that can legally sign and bind Entity.
<b>Note, Deed of Trust / Mortgage, and all Riders</b>	Completed by the authorized owner(s) of the Entity who can legally sign and bind Entity.

**Multiple Financed Properties**

There is no limit on the number of other properties borrowers may currently have financed.

CMS Mortgage exposure must not exceed a maximum of five (5) CMS 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
- Inter Vivos Revocable Trust
- Foreign Nationals
- Deferred Action for Childhood Arrivals (DACA - EAD Category C33)

## **CREDIT ANALYSIS**

### **Credit Report**

A credit report is required for every borrower and/or guarantor. 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**

All credit documentation, including the credit report, must 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 prior to submitting the loan to underwriting. The actions must be reasonable and compliant with applicable laws. An underwriting decision cannot be made without full resolution of the alert.

**Credit Analysis (continued)**

**Credit Report,  
continued**

**Credit Report Security Freeze**

The credit report used to evaluate a loan must 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.

**Credit Score  
Requirements**

Each borrower and/or guarantor 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.

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, the lowest applicable score from the group of borrowers is the representative credit score for qualifying.

**Tradeline  
Requirements**

<b>Investor Advantage Minimum Tradelines</b>			
	<b>Occupancy</b>	<b>Tradeline History</b>	<b>Minimum Standards</b>
<b>Standard Tradelines</b>	Investment	3 tradelines reporting for 12+ months	0X60 for most recent 12 months
		or 2 tradelines reporting for 24+ months	

All borrowers must meet the minimum tradeline requirements under the Investor Advantage Program.

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

- The credit line must be reflected on the borrower’s credit report
- The account may be open or closed
- Tradelines used to qualify must not exceed 0x60 in the most recent 12 months of reporting
- An acceptable 12- or 24-month housing history not reporting on credit may also be used as a tradeline
- Manually rated utility bills with at least 12 or 24 payments made may be used to meet Minimum Tradelines if they are added to the credit report or credit supplement. Utilities include mobile and landline phone, internet, cable and satellite, gas, electricity, water, solar, and trash. Video streaming services are not permitted.

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.

## Credit Analysis (continued)

### **Evidence of Primary Residence**

All borrowers must presently own or rent their primary residence or meet the requirements below for living rent-free. Evidence is required.

Borrowers who own a primary residence and are purchasing a 1-unit Single Family Residence that appears to have a greater value or Gross Living Area must provide a signed letter to explain their motivation to continue occupying their primary residence.

Borrowers who rent a primary residence and are purchasing a 1-unit Single Family Residence must provide:

- Evidence of an active lease in place or evidence of lease terms on an institutional VOR. VORs from property management companies and LLCs are considered institutional.
- Primary residence must be supported by one of the following characteristics:
  - Geographically consistent with borrower's place of employment. If the URLA employment section is blank, the Underwriter must add a condition for the URLA to list the borrower's Employer name and address; or
  - General appeal and location of primary is superior to subject property

Borrowers living rent-free are acceptable under the following circumstances:

- For a married borrower whose primary residence is titled or leased to their spouse's name only, documentation must be provided to support the borrower occupies the spouse's residence and the mortgage or rent rating on the primary residence complies with [Mortgage and Rental Payment Verification](#).

Or

- Borrowers living rent-free at other than at their spouse's residence are acceptable with a minimum 660 FICO and must not be a first-time investor. A signed rent-free letter must be provided from the person providing the borrower's free housing identifying their relationship to the borrower and the location and time period of the borrower's residence.

## **Credit Analysis (continued)**

### **Mortgage and Rental Payment Verification**

Mortgages and rental payments combined must not exceed 1x30 in the past 12 months.

Mortgage payments not reflected on the original credit report must be documented via an institutional Verification of Mortgage (VOM). VOMs from servicers and LLCs are considered institutional. Rental payments must be documented via a Verification of Rent (VOR). A combined total of all late mortgage and rental payments in the past 12 months must be used to determine the housing history. All mortgages on the subject property and the borrower's primary residence must be rated even if the mortgage is not in the borrower's name.

Twelve (12) months of cancelled checks or bank statements must be obtained when:

- the borrower is making rental payments to an interested party, or
- the borrower is making mortgage payments to an individual or an interested party.

A VOR/VOM is not required but may be requested for clarification.

All mortgages and rental payments must 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.

### **Real Estate Owned (REO)**

The URLA Schedule of Real Estate Owned section must be completed with the borrower's primary residence (if owned) and the subject property.

A mortgage rating is required for:

- The subject property,
- The borrower's primary residence, and
- Any other property with mortgage debt that the borrower is liable for (personally or LLC)

The URLA REO Schedule is not required to include other REO properties, however all mortgage debts must be disclosed under Liabilities. Discrepancies with undisclosed liabilities per fraud reporting tools must be resolved prior to closing.

If the mortgage is paid to a private party, then cancelled checks or bank statements will be required; otherwise, a VOM is acceptable for commercial liens that aren't reported on the credit report.

### **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. Consumer late payments may not exceed 1x60 over the prior 12 months for Investor Advantage.

**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.

**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)**

Consumer Credit Counseling must be completed for a minimum of 24 months from closing date.

**Collections and  
Charge-Offs**

The following accounts may remain open:

- Collections and unsecured charge-offs < 24 months old with a maximum cumulative balance of \$2,000
- Collections ≥ 24 months old with a maximum of \$2,500 per occurrence
- Unsecured charge-offs ≥ 24 months old
- 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. Charge offs secured by real estate must be paid in full.

## Credit Analysis (continued)

**Collections and Charge-Offs Paid through Closing Transaction** If collection or charge-off accounts are being paid off through our closing transaction, a payoff demand or credit report or supplement will be required. The credit report or supplement must list the same information as a payoff demand (e.g. per diem amount, balance, rate, mailing address.)

The amount reflected on the credit report or supplement can be used UNLESS:

- The account is listed on the Title report
- The reporting date on the credit report is older than 90 days
- Underwriter discretion for layered risk

**Example:** The account is not recently rated, large balance owed and the borrower is short to close

**Judgments and Tax Liens** Court-ordered judgments must be paid in full.

**Housing Events** A Housing Event is any one of the following events listed below:

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

Housing Events must be seasoned for a minimum of 36 months from loan closing.

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.

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

## Credit Analysis (continued)

### **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

### **Bankruptcy**

All bankruptcies must be discharged or dismissed for a minimum of **36** months from closing date.

### **Forbearance due to Presidentially Declared Disasters, including COVID-19**

Generally, borrowers who have missed mortgage payments on any mortgage while in forbearance related to a presidentially declared disaster will not be penalized, however any such disaster forbearance must be documented as follows:

- Borrower has continued to make all payments within the month due: No additional action is necessary, the borrower is eligible for any Carrington non-agency loan program. The borrower is not required to remove the disaster forbearance status on mortgages that are paid timely.
- Borrower has missed payments after establishing a disaster forbearance: If any mortgage payment was not paid within the month due after the disaster forbearance was established, the forbearance may be resolved through one of the following two options:
  1. Remove the disaster forbearance status and reinstate the mortgage by making a lump-sum payment to bring the mortgage current. The impact of any lump sum payment must be considered in the asset analysis. Funds may not be borrowed for the purpose of a full reinstatement after the date of the loan application. Or
  2. Complete three (3) regular monthly payments after an approved loss mitigation option with the current servicer, such as a repayment plan, payment deferral, or trial payments for a loan modification. Any remaining balance due after three timely payments are made pursuant to a loss mitigation option may be included in a rate and term or cash out refinance.

Borrowers who have missed payments pursuant to a disaster forbearance must provide documentation of acceptable resolution of any hardship. Missed mortgage payments during the period of a disaster forbearance will not be deemed as “late” payments for the purpose of establishing eligibility or credit grade, provided the forbearance is documented per the requirements above. Missed mortgage payments after termination of the forbearance plan or during an approved loss mitigation option will be considered late for the purposes of establishing eligibility and graded accordingly. A borrower who experiences a Housing Event, including foreclosure, short sale, or deed-in-lieu of foreclosure after a forbearance must continue to meet all program guidelines related to Housing Events, including seasoning and credit grading.

## EMPLOYMENT/INCOME ANALYSIS

**Requirements** There is no employment verification or income analysis under the Investor Advantage Program.

## RATIOS AND QUALIFYING

**Overview** See the Carrington Investor Advantage Program Matrix for LTVs.

**Debt Coverage Ratio (DCR)** A Debt-Coverage Ratio (DCR) must be calculated for the subject property to take advantage of expanded LTVs.

The DCR calculation is as follows:

$$\text{Debt-Coverage Ratio} = \frac{\text{Gross Income}}{\text{Proposed PITIA}}$$

To calculate gross income, use the lower of the (a) executed lease agreement or (b) market rent from appraisal form 1007. If the executed lease agreement reflects a higher monthly rent, it may be used in the calculation when evidence of receipt of the higher amount for the 3 most recent, consecutive months is provided. Where the appraisal comparable rent schedule reflects the subject property is currently leased, a copy of the current lease must be obtained. See also [Lease Requirements](#).

**Fixed Rate Qualifying** For all fixed rate loans, qualify at the note rate.

**Adjustable Rate Qualifying** For all ARM loans, qualify at the greater of the note rate or the fully indexed rate rounded up to the nearest eighth percentage.

**Qualifying Payment** Use the Qualifying Rate for calculating PITIA.

**Interest-Only Qualifying Payment** Interest-only loans qualify using the fully amortized payment calculated over the fully amortizing period, based on the greater of the note rate or the fully indexed rate rounded up to the nearest eighth percentage to determine qualifying PITIA. For example, a 30-year loan with a 10-year interest-only period would have a 20-year fully amortizing period.

## ASSET ANALYSIS

<b>Requirements</b>	Verification of assets is required for purchase or refinance transactions to evidence sufficient funds for closing and reserves.
<b>Asset Documentation</b>	<p>Assets must be seasoned for 60 days or sourced. <b>Asset statements must be dated within 120 days of closing and</b> verified with one of the following:</p> <ul style="list-style-type: none"><li>• 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<ul style="list-style-type: none"><li>○ Supporting documentation must be obtained for single, unexplained deposits that exceed 2% of the appraised value for the loan.</li><li>○ Documentation of large deposits is not required on refinance transactions</li></ul></li><li>• If account summary page provides the required information, additional pages are not required.</li><li>• Written Verification of Deposit (VOD), completed by the financial institution<ul style="list-style-type: none"><li>○ Must include the current and average balances for the most recent 2 months</li><li>○ Large disparities between the current balance and the opening balances will require additional verification or supporting documentation</li></ul></li><li>• Account statements must provide all of the following information:<ul style="list-style-type: none"><li>○ Borrower as the account holder</li><li>○ Account number</li><li>○ Statement date and time period covered</li><li>○ Current balance in US dollars</li></ul></li></ul>
<b>Down Payment</b>	See the Carrington Investor Advantage Program Matrix for specific LTV and down payment requirements.
<b>Reserves</b>	<p>Reserves are measured by the number of months of housing expense a borrower could pay using his or her financial assets. See the Carrington Investor Advantage Program Matrix</p> <p>Cash-out proceeds are permitted for reserves with a FICO score greater than or equal to 620. Excess gift funds verified in the borrower's bank account prior to closing are permitted for reserves. Gift funds provided at closing may not be considered toward reserves.</p>
<b>Qualifying Reserves on ARM Loans</b>	<p>Reserves on ARM loans must be determined based on the Fully Indexed Rate.</p> <p>Reserves are measured by the number of months of the qualifying payment amount for the subject mortgage (based on PITIA) that a borrower could pay using his or her financial assets.</p>

## 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, real estate, stocks and/or bonds, and 401(k) accounts.

The terms of the secured loan and transfer of funds to the borrower must 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).

### **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 50% ownership of the business and must be the owners of the account or demonstrate ability to access the account. Business assets must be multiplied by the borrower's ownership percentage of the business. For bank accounts solely in the name of a business, access must be demonstrated using a cancelled check signed by the borrower, signature card or other documentation from the bank, CPA letter, or corporate documents such as a corporate resolution, operating agreement or similar.

**Note:** The requested information shall not be interpreted as an assurance of solvency

### **CPA General Requirements**

CPA letters must include the name of the borrower(s) and business.

### **Concessions and Contributions**

#### **Financing Concessions**

Financing concessions are not permitted.

#### **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/CLTV for underwriting and eligibility purposes. The LTV/CLTV is then calculated using the lower of the reduced purchase price or the appraised value.

#### **Seller Contributions**

For investment property transactions, the property seller and/or interested parties are permitted to contribute up to 4%.

**Verification of Assets (continued)**

**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 letter of explanation of the source of funds must be obtained from the borrower and the source of funds verified. Unverified funds are not acceptable. Borrower(s) must write, sign, and date the letter themselves. The Lender or Broker may identify the subject matter only and not contribute to the letter's content. 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.

**NOTE:** Payable on death (POD) depository accounts are regular accounts which pass to a designated individual or individuals upon death of the primary owner. POD bank accounts are permitted for the primary account owner only. The surviving owner(s) must have a death certificate for the deceased owner to claim ownership.

**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 is required for funds to close, bank statements must cover the period up to and including the date the check cleared the account. If the earnest money has not cleared the account, a copy of the check and receipt from the closing agent are required; however, the earnest money may not be credited towards funds to close unless clearance is documented.

## Verification of Assets (continued)

### Gift Funds

Gift funds are allowed after the borrower has made the minimum required 5% borrower contribution towards the down payment.

Gift funds can be used for down payment and closing costs. See also [Reserves](#).

Gift funds must be from a relative: defined as the borrower's spouse, child, or other dependent; or by any other individual who is related to the borrower by blood, marriage, adoption, or legal guardianship; or a fiancé, fiancée, or domestic partner.

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.

### Gifts of Equity

Gifts of equity are allowed after meeting borrower's minimum contribution requirement.

**Verification of Assets (continued)**

**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.

**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.

If the funds are needed for the down payment or closing costs, CMS must document the borrower's receipt of the funds from the insurance company by obtaining either a copy of the check from the insurer or a copy of the payout statement issued by the insurer.

The Underwriter must assess any repayment obligations to determine any impact on borrower qualification. 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.

**Minimum Borrower Contribution** See the [Carrington Investor Advantage Program Matrix](#) for the minimum borrower contribution requirements.

**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.

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

**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.

Retirement accounts must qualify at 60% of the retirement assets (70% for borrowers of retirement age that do not have a 10% withdrawal penalty).

If the borrower intends to use the retirement account to 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.

**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

**Secondary /  
Subordinate  
Financing**

Secondary / subordinate financing is not permitted under the Investor Advantage Program.

**PACE, HERO  
and other  
Energy  
Efficiency  
Loans**

Liens for Property Assessed Clean Energy (PACE) or Home Energy Renovation Opportunity (HERO) and other energy efficiency loans must not remain on title.

Loans used to finance energy improvements such as PACE or HERO loans must be paid off and included in the new mortgage as follows: loans with seasoning of 12 months or longer may be refinanced as a Rate/Term transaction. Loans with seasoning of less than 12 months must be refinanced as a cash-out transaction. Seasoning is measured from the recording date of the energy improvement loan to the Note date of the new refinance loan transaction.

**Verification of Assets (continued)**

- Stock Options** Vested stock options are an acceptable source of funds for down payment and closing costs when immediately available to the borrower. 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.
- 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.
- Ineligible Sources of Assets**
- 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
  - Cryptocurrency (digital assets such as bitcoins)

## 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 (AIR) 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 must 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)
- Appraisal Update and/or Completion Report (FNMA Form 1004D)
- Single Family Comparable Rent Schedule for all 1-unit investment properties (FNMA Form 1007)
- 1-4 Family Rider (Assignment of Rents) for all investment properties (FNMA Form 3170)

**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.
- An 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.
- An analysis of comparable rental properties and estimate of Market Rent utilizing FNMA 1025 Small Residential Income Property Appraisal Report or FNMA 1007 Single Family Comparable Rent Schedule.
- 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.

**Property (continued)**

**Uniform  
Residential  
Appraisal  
Report (URAR)  
(continued)**

- 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.

**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.

**Appraisal Re-Use**

Re-use of an appraisal inspection report is not permitted. Appraisal inspections must be specific to the CMS loan transaction.

**Age of Appraisal and Appraisal Updates**

Properties must be appraised within the 240 days that precede the date of the note and mortgage.

When an appraisal report will be more than 120 days 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 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.

**Property (continued)**

**Uniform  
Residential  
Appraisal  
Report (URAR)  
(continued)**

**Note:** The appraisal update must occur within the 120 days 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.

**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 (40-year terms require a remaining economic life of at least 40 years)

**Property  
Location**

See the Carrington Investor Advantage Program 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

*\*See the Carrington Investor Advantage Program Matrix for LTV restrictions.*

**Property (continued)**

**Ineligible  
Property Types**

- Manufactured Homes
- Co-operative Units
- Condotels or Condo Hotels
- Non-Warrantable Condominiums
- Mixed-Use Properties
- Leaseholds
- Log Homes
- Rural Properties
- Agriculturally Zoned
- Farms or Hobby/Working Farms
- Unique Properties (Earth Homes, Berm Homes, Dome Homes, etc.)
- Properties with oil, gas, or mineral rights
- Builder Model Leaseback
- Non-Conforming zoning regulations that prohibit rebuilding
- Illegally zoned properties
- State-approved medical marijuana producing properties

**Market Analysis    Neighborhood Review**

The neighborhood section must 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.

**Property (continued)**

**Market Analysis  
(continued)**

**Proximity of Comparable to Subject Property**

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

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.

**Property (continued)**

**Market Analysis  
(continued)**

**Redlining Prohibition**

Prohibited bases such as race, ethnicity, gender, minority geography or any other prohibited basis category must 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.

**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.

**Property (continued)**

**Valuation  
Analysis  
(continued)**

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.

**Cost Approach**

When completed, the cost approach must clearly segregate value attributed to land, outbuildings, etc. 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.

**Property (continued)**

**Appraisal  
Review Process**

The Appraisal Review Process requires a secondary due diligence product to support the appraised value for the transaction. Acceptable products, subject to the restrictions below, include:

- FNMA Collateral Underwriter (CU) score of 2.5 or lower
- Desk Review (must contain a value and comparative sales data to support the valuation result)
- Second Full Appraisal (Note: appraisals must be completed by different, independent appraisers and the lower of the two appraised values used to determine value)
- Review by Carrington Capital Management (CCM)

Due diligence product restrictions:

- To utilize the Fannie Mae Collateral Underwriter (CU) score, all of the following must be met:
  - LTV  $\leq$  80%,
  - Loan amount  $\leq$  \$1,500,000, and
  - CU Score  $\leq$  2.5
- The following require a Desk Review (ineligible for CU)
  - Any loan where the LTV > 80%, or
  - CU Score > 2.5
- The following require a Second Full Appraisal:
  - Loan amounts > \$1,500,000
  - Flip Transactions
- The following requires a CCM Review:
  - Appraised Value  $\geq$  \$1,500,000. When two appraisals are present the lowest value is used.

Desk Reviews and Second Full Appraisals, when required, must be ordered from a CMS-approved AMC. A Second Full Appraisal must be completed by a different appraiser than the first appraisal. CMS reserves the right to request additional appraisal products at our discretion based on review of the appraisal and loan file.

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

**Appraisal  
Review  
Tolerance**

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, the lowest value must be used.

## 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. Illegal Accessory Units are not permitted.
- For an ADU that is legal non-conforming, the appraisal contains 2 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
- Existence of the unit must not jeopardize any future hazard insurance claim that may need to be filed for the property

Rental income from an ADU may be considered when permitted by local zoning laws and/or regulations. Any rental income received from the accessory unit and used for qualifying must be documented as follows:

- For ADUs that are currently leased, obtain a copy of the current lease.
- Obtain the appraiser's estimate of market rent on FNMA Form 1007, Comparable Rent Schedule or FNMA Form 1025, Small Residential Income Property Appraisal Report.
- The lesser of the actual or market may be used for qualifying.
- If the executed lease agreement reflects a higher monthly rent, it may be used when evidence of receipt of the higher amount for the 3 most recent, consecutive months is provided.
- Rental income from an unleased ADU on a refinance transaction may only be considered if the ADU is vacant, subject to the LTV restrictions for unleased properties.
- The loan file must contain documentation to support that the ADU may be legally rented per local codes or regulations.

### **Additions without Permits**

If the appraiser identifies an addition(s) that does not have the required permit, the appraiser must comment on the quality and appearance of the work and its impact, if any, on the market value of the subject 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.

**Property Considerations (continued)**

**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

**Deferred  
Maintenance**

Property must be in average or better condition. Properties in C5 or C6 condition are not acceptable. 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.

**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 is available 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 must be followed for 90 days from the incident period ending date or the date the adverse event occurred, whichever is later.

**Property Considerations (continued)**

**Disaster Areas  
(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](#)

**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](#)

**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.

**Property Considerations (continued)**

<b>Environmental Hazards</b>	<p>The appraisal report must 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:</p> <ul style="list-style-type: none"><li>• Evidence of radon above EPA safety levels which is left untreated</li><li>• Properties built on or near toxic waste dumps, cleanup sites, etc.</li><li>• Presence of urea formaldehyde foam insulation (UFFI)</li></ul> <p>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.</p>
<b>Escrows for Work Completion</b>	<p>Not Allowed.</p>
<b>Flood Zone</b>	<p>The appraisal must indicate if the property is located in a flood zone. Refer to <a href="#">Flood Insurance</a> for additional information on flood certifications and flood insurance.</p>
<b>Foundation Settlement</b>	<p>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.</p> <p>Properties with evidence of sinkhole activity are ineligible for financing.</p>
<b>Hawaiian Lava Zones</b>	<p>Only mortgage loans secured by properties that are located within lava zones 3 through 9 on the island of Hawaii are eligible. Properties in lava zones 1 and 2 are not eligible due to the increased risk of property destruction from lava flows within these areas.</p> <p>Hawaiian lava flow maps and other information are available online at the U.S. Geological Survey Hawaiian Volcano Observatory website.</p>
<b>Heating Systems</b>	<p>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:</p> <ul style="list-style-type: none"><li>• the heat source is typical for the area</li><li>• the heat source is permanently attached</li><li>• the heat source is adequate for the dwelling</li><li>• the heat source is externally vented</li></ul>
<b>Land Value and Acreage</b>	<p>Maximum acreage under the Investor Advantage Program is 2 acres. Acreage and land value must be typical and common for the subject's market.</p>

**Property Considerations (continued)**

<b>Log Homes</b>	Log homes are ineligible.
<b>Mixed Use Defined</b>	Properties that have a business use in addition to their residential use, such as a property with space set aside for a day care facility, a beauty or barber shop, or a doctor's office are not eligible.
<b>Modular Homes</b>	<p>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:</p> <ul style="list-style-type: none"><li>• Must assume the characteristics of site-built housing; and</li><li>• Must be legally classified as real property; and</li><li>• Must conform to all local building codes in the jurisdiction in which they are permanently located.</li></ul>
<b>Multiple Parcels</b>	<p>When a property consists of more than one parcel of real estate, the following requirements must be met:</p> <ul style="list-style-type: none"><li>• Each parcel must be conveyed in its entirety.</li><li>• 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.</li><li>• Each parcel must have the same basic zoning (for example, residential, agricultural).</li><li>• The entire property must contain only one dwelling unit. Limited additional nonresidential improvements, such as a garage, are acceptable. For example, the adjoining parcel must 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.</li><li>• The mortgage must be a valid first lien that covers each parcel.</li></ul>
<b>New Construction</b>	<p>The following are required for all new construction properties:</p> <ul style="list-style-type: none"><li>• Appraisal Update and/or Completion Report (FNMA Form 1004D) with complete interior and exterior photos reflecting completion, if applicable. Proposed improvements are not allowed.</li><li>• To calculate property taxes for new construction, use the estimated taxes from the builder or escrow/closing agent or the Prequalification Tax Rate Table can be used when other resources do not exist to provide tax information for the subject property county. This table contains recommended percentages; however, actual values should be used whenever possible.</li></ul>

## Property Considerations (continued)

- 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.
- 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.

**Property Considerations (continued)**

**PUD (Planned  
Unit  
Development)  
(continued)**

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 must 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 and  
Escrow  
Holdbacks**

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](#).

Escrow Holdbacks are permitted only for delayed installation of landscaping on new construction properties, subject to the following requirements:

- The builder must provide the contract, invoice, or bid from their landscape contractor. If the cost of landscaping has not be prepaid by the builder, the closing agent must withhold 150% of the bid amount from the builder's sales proceeds.
- An Escrow Holdback Agreement must be executed at closing.
- The default holdback period is 30 days. Extensions up to 6 months may be approved by CMS for weather delayed repairs.
- Once complete, a final inspection on FNMA form 1004D must be obtained. The closing agent must withhold the cost of the inspection at closing.
- Any excess builder funds may be disbursed back to the builder upon approval by CMS.

**Rural Properties**

Rural properties are not permitted. Properties are considered rural if the appraiser identifies the subject's Location as Rural in the Neighborhood section of the appraisal report.

An exception may be considered, review and approval by CCM is required.

**Property Considerations (continued)**

**Septic System /  
Sewage  
Disposal  
System**

Sewage disposal systems 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 must be no more than one-year-old on the date of closing. For systems more than one-year old, the certification must be no more than 120 days old on the date of closing.

**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 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 must 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 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 must 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.

## CONDOMINIUMS

**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.

**Definitions of Established and New Condominiums** 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

**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.

## Condominiums (continued)

### **General Condominium Requirements (continued)**

- Projects with pending or threatened litigation are typically ineligible. Litigation may be acceptable if it is determined to be minor and immaterial.
- 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%.

### **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 must 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 must 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 must not be an [Ineligible Project](#). An FHA condo approval must be valid as of the date of the note.

**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 (InterIsland HOA Questionnaire) 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 must not exceed 1 unit. For 5-20 unit projects, single entity ownership must not exceed 2 units.
- No more than 25% of the total square footage of the project may be used for commercial purposes.
- Mortgagee must 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.

**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 must include an adequate description of the project, information about the homeowners' association fees, and note the quality of the project maintenance.

**Ineligible Projects** The following are ineligible Condominium 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

**Requirements** In addition to the insurance requirements outlined below, rent loss insurance for the subject property is required and must equal at least 6 months of gross monthly rents. Blanket policies covering the subject property are permitted.

**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 must 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.

The minimum requirements for the Hazard Insurance is outlined in the CMS Insurance Binder/Policy, which must be provided covering the subject property to include the following:

- Coverage must be in an amount at least equal to the lesser of the replacement cost from the property appraisal or the base loan amount, or the policy must include “Guaranteed Replacement Cost” (if the policy includes “Extended Replacement Cost” the additional amount may be applied towards the dwelling amount).

Dwelling Coverage determined by totaling the following:

Dwelling Amount +  
Dwelling Amount (other structures)\*  
Extended Replacement Cost %

Example: \$100,000 (Dwelling) + \$10,000 (Other Structures) = \$110,000  
50% (Extended Replacement Cost) = \$165,000 (Total Dwelling Coverage)

- A Cost Estimator from the insurance agent may only be used to determine the replacement cost of the subject property in absence of an appraisal with a completed replacement cost.

**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:

<b>Determining Hazard Insurance</b>	
<b>Step</b>	<b>Description</b>
<b>1</b>	Compare the insurable value of the improvements as established by the property insurer to the unpaid principal balance of the mortgage loan.
<b>1A</b>	If the insurable value of the improvements is less than the unpaid principal balance, the insurable value is the amount of coverage required.
<b>1B</b>	If the unpaid principal balance of the mortgage loan is less than the insurable value of the improvements, go to Step 2.
<b>2</b>	Calculate 80% of the insurable value of the improvements.
<b>2A</b>	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.
<b>2B</b>	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.

<b>Examples</b>			
<b>Category</b>	<b>Property A</b>	<b>Property B</b>	<b>Property C</b>
<b>Insurable Value</b>	\$90,000	\$100,000	\$100,000
<b>Unpaid Balance</b>	\$95,000	\$90,000	\$75,000
<b>80% Insurable Value</b>	—	\$80,000	\$80,000
<b>Required Coverage</b>	\$90,000	\$90,000	\$80,000
<b>Calculation Method</b>	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 30 days after the date of funding (does not apply to condominium project insurance policies). Evidence of Insurance must 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 must 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 must 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 must 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.

**Deductible 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 must 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 must 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 must cover commercial spaces that are owned by the homeowners' association, even if they are leased to others. The commercial general liability insurance policy must 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 must be at least \$1,000,000 for bodily injury and property damage for any single occurrence.
- The policy must 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). SFHAs are labeled as Zone A, Zone AO, Zone AH, Zones A1-A30, Zone AE, Zone A99, Zone AR, Zone AR/AE, Zone AR/AO, Zone AR/A1-A30, Zone AR/A, Zone V, Zone VE, and Zones V1-V30. 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 must 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 must be at least equal to 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 the URLA, 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 must 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 must reflect the name(s) of the individual borrower(s) or business entity if vesting in the name of a business. 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  
Commitment  
Review**

**Chain of Title**

All files must contain a 24-month chain of title from an acceptable source. For purchase transactions, the chain of title must be reviewed for 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.

**Title Insurance (continued)**

**Title  
Commitment  
Review  
(continued)**

- 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 valorem 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.

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

**Escrow  
Accounts**

Escrow waivers are permitted. Borrowers are not 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. If an escrow account is established, one twelfth (1/12) of the annual premiums are to be paid with the principal and interest payments.

---

**End of Document**

# Carrington Investor Advantage Program Underwriting Guidelines

Mortgage Lending Division

Version 6.2 – 04/16/25



## REVISION SUMMARY

Date	Version	Description of Change
04/16/25	6.2	<ul style="list-style-type: none"> <li>Updated <b>Age of Documentation</b> requirements.</li> <li>Updated <b>Age of Credit Report</b> to 120 days (was 90).</li> <li>Revised <b>Asset Documentation</b> to add Asset statements must be dated within 120 days of closing.</li> <li>Revised <b>Uniform Residential Appraisal Report (URAR)</b> to remove FNMA Form 1004MC.</li> <li>Revised <b>Property Values</b> within Market Area to remove FNMA Form 1004MC.</li> </ul>
01/22/25	6.1	Revised <b>Individual Taxpayer Identification Number (ITIN) Borrowers</b> requirements for foreign driver's license.
11/20/24	6.0	Revised <b>Non-Permanent Resident Aliens</b> to add "Citizens of Venezuela are ineligible."
09/04/24	5.9	<ul style="list-style-type: none"> <li>Revised <b>Cash-Out Refinance</b> to update six (6) months seasoning requirement to add vesting change between LLCs owned by the borrower is permitted.</li> <li>Revised <b>Housing Events</b> seasoning to 36 months (was 48 months).</li> <li>Revised <b>Bankruptcy</b> seasoning to 36 months (was 48 months).</li> </ul>
08/15/24	5.8	<ul style="list-style-type: none"> <li>Revised <b>Ratios and Qualifying</b> to remove DCR = 0.75% and DCR is <math>\geq</math> 0.75% requirements.</li> <li>Added <b>CPA General Requirements</b>.</li> </ul>
05/28/24	5.7	<ul style="list-style-type: none"> <li>Removed <b>Exhibit A – Tier 3 Markets by Zip Code</b> Table</li> <li>Revised <b>Gift Funds</b> to refer to Reserves section.</li> <li>Revised <b>Rural Properties</b> to remove Tier 3 Markets requirements.</li> </ul>
04/11/24	5.6	Revised <b>Borrowers</b> to add Individual Taxpayer Identification Number (ITIN) Borrowers requirements.
03/21/24	5.5	Revised <b>Minimum Property Standards</b> to add 40-year terms require a remaining economic life of at least 40 years.
11/14/23	5.4	Removed <b>Qualifying Foreign Credit</b> requirements.
09/15/23	5.3	Revised <b>Collections and Charge-Offs</b> requirements.
08/07/23 (08/18/23)	5.2	<ul style="list-style-type: none"> <li>Revised <b>Lease Requirements</b> to add requirements for short term rentals.</li> <li>Revised <b>Evidence of Primary Residence</b> documentation requirements.</li> <li>Revised <b>Mortgage and Rental Payment Verification</b> to clarify VOM and VOR requirements.</li> <li>Revised <b>Reserves</b> to clarify gift fund requirements.</li> <li>Renamed <b>Repairs</b> to <b>Repairs and Escrow Holdbacks</b> and revised to add requirements for escrow holdbacks on delayed landscaping on new construction properties.</li> </ul> <p>Correction to Accessory Units for rental income. (08/18/23)</p>
08/02/23	5.1	<ul style="list-style-type: none"> <li>Revised <b>Debt Coverage Ratio (DCR)</b> to add requirements when subject property is currently leased.</li> <li>Added requirements for <b>Hawaii Lava Zones</b>.</li> </ul>
06/01/23	5.0	<ul style="list-style-type: none"> <li>Revised <b>Properties Listed for Sale</b> to add minimum 2-year prepayment requirements.</li> <li>Revised <b>Tradeline Requirements</b> to remove requirement for activity within the past 12 months and add requirements for manually rated trade lines.</li> <li>Revised <b>Evidence of Primary Residence</b> to update requirements for living rent-free.</li> <li>Revised <b>Rural Properties</b> to add requirements for exceptions.</li> </ul>

**Revision Summary, continued**

<b>Date</b>	<b>Version</b>	<b>Description of Change</b>
04/27/23	4.9	<ul style="list-style-type: none"> <li>Revised <b>General Refinance Requirements</b> seasoning to “property was acquired ≤ 6 months from the note date of the new mortgage (was application date).</li> <li>Revised <b>Fraud Report and Background Check</b> to clarify that a fraud report is not required for the business entity itself.</li> <li>Revised <b>First Time Investor</b> to most recent 36-month period (was 12 months).</li> </ul>
03/22/23	4.8	<ul style="list-style-type: none"> <li>Revised <b>General Refinance Requirements</b> for determining LTV.</li> <li>Revised <b>Flip Transactions</b> requirement.</li> <li>Revised <b>First Time Investor</b> timeframe to 36 months (was 12).</li> <li>Revised <b>Evidence of Primary Residence</b> to add evidence of lease terms on an institutional VOR. VORs from property management companies and LLCs are considered institutional.</li> <li>Revised <b>Mortgage and Rental Payment Verification</b> to add VORs from property management companies and LLCs are considered institutional.</li> <li>Added <b>Mortgage Modification</b> requirements.</li> <li>Revised <b>Reserves</b> to lower FICO requirement to 620 (was 700).</li> <li>Revised <b>Appraisal Review Process</b> to add Flipping and remove Second Appraisal requirement for different AMC</li> <li>Revised <b>Accessory Units</b> requirements to add Illegal Accessory Units are not permitted and For an ADU that is legal non-conforming, the appraisal contains 2 comparables (was 3) with similar additional accessory units.</li> </ul>
02/16/23	4.7	<ul style="list-style-type: none"> <li>Revised <b>Rate/Term Refinance</b> seasoning requirements.</li> <li>Added new <b>Delayed Financing</b> requirements.</li> </ul>
09/29/22 (11/08/22)	4.6	<p>Revised <b>Verification of Assets</b> to add “reserves” as permitted for Borrowed Funds Secured by an Asset, Business Assets, Depository Accounts, Foreign Assets, Life Insurance, Retirement Accounts, Sale of Personal Assets, Stocks, Bonds, and Mutual Funds and Trust Accounts.</p> <p>Rebranded document with new logo (11/08/22).</p>
08/31/22	4.5	<p>Revised <b>Retirement Accounts</b> to add Revised <b>Retirement Accounts</b> to add “Retirement accounts must qualify at 60% of the retirement assets (70% for borrowers of retirement age that do not have a 10% withdrawal penalty).”</p>
04/28/22	4.4	<p>Revised <b>Evidence of Hazard Insurance</b> to reflect “Policy must be effective for at least 30 days after the date of funding” (was 60 days).</p>
03/21/22	4.3	<ul style="list-style-type: none"> <li>Revised Non-Arm’s Length Transactions Gift funds and Gifts of equity ARE permitted after meeting borrower’s minimum contribution requirement for family sales. (Formerly not allowed)</li> <li>Revised Seller Contributions interested parties are permitted to contribute up to 4% (formerly 2%)</li> <li>Revised Gift Funds requirements to “allowed after the borrower has made the minimum required 5% borrower contribution towards the down payment.” (Formerly not allowed for Investment Property Program)</li> <li>Revised Gifts of Equity are allowed after meeting borrower’s minimum contribution requirement. (Formerly not allowed)</li> <li>Revised Minimum Borrower Contribution to “See the Carrington Investor Advantage Program Matrix for the minimum borrower contribution requirements.” (Formerly Investment Property transactions required all funds (100%) come from the borrower.)</li> </ul>

**Revision Summary, continued**

<b>Date</b>	<b>Version</b>	<b>Description of Change</b>
12/13/21	4.2	<ul style="list-style-type: none"> <li>Updated <b>Lease Requirements</b>.</li> <li>Revised <b>Rate/Term Refinance</b> to clarify cash out eligibility requirements.</li> <li>Revised <b>Business Assets</b> requirements to require 50% and add business assets must be multiplied by the borrower's ownership percentage of the business. Removed CPA Letter requirements.</li> </ul>
11/30/21	4.1	Added <b>Fraud Report and Background Check</b> requirements.
10/12/21	4.0	Revised <b>Business Assets</b> to add " <b>Note:</b> The requested information shall not be interpreted as an assurance of solvency."
08/11/21	3.9	<ul style="list-style-type: none"> <li>Revised <b>First Time Investor</b> requirements.</li> <li>Revised <b>Ineligible Property Types</b> to add illegally zoned properties.</li> <li>Revised <b>Appraisal Review Process</b> and <b>Appraisal Review Tolerance</b> requirements.</li> </ul>
06/23/21	3.8	<ul style="list-style-type: none"> <li>Updated references to Letters of Explanation to clarify "Borrower(s) must write, sign, and date all Letters of Explanation themselves. The Lender or Broker may identify the subject matter only and not contribute to the letter's content."</li> <li>Updated <b>Flood Insurance</b> with SFHA zones.</li> </ul>
06/10/21	3.7	<ul style="list-style-type: none"> <li>Added <b>Appraisal Re-Use</b> requirements.</li> </ul>
05/24/21	3.6	<ul style="list-style-type: none"> <li>Revised <b>General Program Information &gt; Age of Documentation</b> seasoning requirements.</li> <li>Revised <b>Transactions</b> to add Assignment of the sales contract is not permitted for purchases.</li> <li>Revised <b>General Refinance Requirements &gt; Determining Loan-to-Value</b> to 6 months seasoning (was 12 months).</li> <li>Updated <b>Short Term Rentals</b> requirements.</li> <li>Revised <b>Age of Credit Report</b> seasoning requirements to 90 days (was 60 days).</li> <li>Revised <b>Evidence of Primary Residence</b> requirements.</li> <li>Revised <b>Forbearance due to Presidentially Declared Disasters, including COVID-19</b> payment requirements.</li> <li>Revised <b>Title Policy Requirements &gt; Age of Report</b> seasoning requirements to 90 days (was 60 days).</li> </ul>
03/23/21	3.5	Revised <b>Reserves</b> to add Cash-out proceeds are permitted for reserves with a FICO score greater than or equal to 700.
02/17/21	3.4	Updated references to Uniform Residential Loan Application (URLA) throughout guidelines.
01/07/21	3.3	<ul style="list-style-type: none"> <li>Added <b>Fixed Rate Qualifying, Qualifying Payment and Interest-Only Qualifying Payment</b> requirements.</li> <li>Revised <b>Credit Analysis &gt; Housing Events</b> seasoning to 48 months (was 36 months).</li> <li>Revised <b>Credit Analysis &gt; Bankruptcy</b> seasoning to 48 months (was 36 months).</li> </ul>
09/25/20	3.2	Updated <b>Rural Properties</b> requirements.
09/23/20	3.1	Updated <b>Forbearance Due to a Disaster</b> requirements.

**Revision Summary, continued**

Date	Version	Description of Change
09/10/20	3.0	<ul style="list-style-type: none"> <li>• Revised <b>General Program Information &gt; Age of Documentation</b> to 60 days (was 120 days).</li> <li>• Revised <b>Credit Report &gt; Age of Credit Report</b> to 60 days (was 120 days).</li> <li>• Revised <b>Evidence of Primary Residence</b> to add “If the 1003 employment section is blank, the Underwriter must add a condition for the 1003 to list the borrower’s Employer name and address”.</li> <li>• Revised <b>Credit Analysis &gt; Housing Events</b> seasoning to 36 months (was 24 months).</li> <li>• Revised <b>Credit Analysis &gt; Bankruptcy</b> seasoning to 36 months (was 24 months).</li> <li>• Revised <b>Asset Analysis &gt; Requirements</b> to state “Verification of assets is required for purchase or refinance transactions to evidence sufficient funds for closing and reserves.”</li> <li>• Revised <b>Asset Analysis &gt; Reserves</b> to requirements.</li> <li>• Added <b>Qualifying Reserves on ARM Loans</b> requirements.</li> <li>• <b>Uniform Residential Appraisal Report (URAR) &gt; Age of Appraisal and Appraisal Updates</b> to clarify 120 days (was 4 months).</li> <li>• Revised <b>Eligible Property Types</b> to remove Non-Warrantable Condominiums.</li> <li>• Revised <b>Ineligible Property Types</b> to add Non-Warrantable Condominiums.</li> <li>• Removed <b>Non-Warrantable Condominiums</b> requirements.</li> <li>• Revised <b>Title Policy Requirements &gt; Age of Report</b> to 60 days (was 90 days).</li> </ul>
02/05/20	2.7	<ul style="list-style-type: none"> <li>• Revised <b>Cash-Out Refinance</b> to clarify requirements regarding seasoning and closing in the name of a trust or LLC.</li> <li>• Updated requirements for <b>Solar Panels</b>.</li> </ul>
12/12/19	2.6	<ul style="list-style-type: none"> <li>• Revised <b>General Program Information</b> to add requirements for Business Purpose Loans and All Refinances.</li> </ul>
11/21/19	2.5	<ul style="list-style-type: none"> <li>• Updated Adjustable Rate Qualifying description to ARM loans, qualify at the greater of the note rate or the fully indexed rate rounded up to the nearest eighth percentage.</li> <li>• Updated Ineligible Property Types to remove Properties subject to Rent Control regulations</li> </ul>
09/20/19	2.4	<ul style="list-style-type: none"> <li>• Revised <b>Cash-out Refinance</b> requirements (adds title seasoning, removing from a trust, and removes the inheritance exception)</li> <li>• Revised <b>Vesting in the Name of a Business Entity</b> to clarify all Entity owners must be natural persons.</li> <li>• Revised <b>Collections and Charge-Offs Paid through Closing Transaction</b> to add a credit report or supplement may be used in addition to the payoff demand and must list the same information as a payoff demand.</li> </ul>

**Revision Summary, continued**

Date	Version	Description of Change
07/01/19	2.3	<ul style="list-style-type: none"> <li>• Revised <b>Appraisal Report Requirements</b> to add requirement to obtain an analysis of comparable rental properties and estimate of Market Rent.</li> <li>• Revised <b>Appraisal Review Process</b> to add requirements for obtaining a second appraisal for loan amounts ≥ \$1M and a CCM review for Appraised values ≥ \$1.5M</li> </ul>
06/10/19	2.2	<ul style="list-style-type: none"> <li>• Added <b>Real Estate Owned (REO)</b> requirements</li> <li>• Deleted <b>Verbal Verification of Employment Re-Verification</b> requirements for Disaster Areas.</li> <li>• Revised <b>Property Insurance</b> requirements to use gross monthly rents (formerly local average monthly rents).</li> </ul>
04/02/19	2.1	<ul style="list-style-type: none"> <li>• Removed <b>Fraud Report and Background Check</b> section</li> <li>• Added requirements for <b>Collections and Charge-Offs Paid through Closing Transaction</b></li> </ul>
03/26/19	2.0	<ul style="list-style-type: none"> <li>• Changes made throughout to clarify requirements that must be followed.</li> <li>• Added <b>Short Term Rental</b> requirements</li> <li>• Revised <b>Cash-Out Refinance</b> to add requirements for Non-mortgage debt paid with cash-out loan proceeds</li> <li>• Revised <b>Non-Arm’s Length Transactions</b> to clarify Gift funds and Gifts of equity are not permitted</li> <li>• Revised <b>Earnest Money / Cash Deposit on Sales Contract</b> to add requirements when earnest money has not cleared account.</li> <li>• Revised <b>Ineligible Property Types</b> to add State-approved medical marijuana producing properties and remove Properties that provide income to borrower</li> <li>• Revised <b>Valuation Analysis &gt; Cost Approach</b> to clarify requirements</li> <li>• Revised <b>Appraisal Review Process</b></li> <li>• Added <b>Additions without Permits</b></li> <li>• Revised <b>Chain of Title</b> to clarify requirements</li> </ul>
01/22/19	1.9	<ul style="list-style-type: none"> <li>• Revised <b>Evidence of Primary Residence</b> to add Living rent free is not acceptable.</li> <li>• Revised <b>Mortgage and Rental Payment Verification</b> to add “All mortgages on the subject property and the borrower’s primary residence must be rated even if the mortgage is not in the borrower’s name.”</li> <li>• Revised <b>Debt Coverage Ratio (DCR)</b> to reduce Minimum DCR to 0.75 (formerly (1.00))</li> </ul>
01/17/19	1.8	<ul style="list-style-type: none"> <li>• Updated <b>Prepayment Penalty</b> requirements.</li> </ul>

# Carrington Investor Advantage Program Underwriting Guidelines

Mortgage Lending Division

Version 6.2 – 04/16/25



## Revision Summary, continued

Date	Version	Description of Change
01/14/19	1.7	<ul style="list-style-type: none"> <li>• Removed Inquiries LOE requirement from <b>Credit Report</b></li> <li>• Revised <b>Non-Warrantable Condominiums</b> allowable Single Entity Ownership in project to 30% (from 20%).</li> <li>• Revised <b>Age of Appraisal and Appraisal Updates</b> to 240 days (from 12 months) and removed interior photos requirements.</li> <li>• Added requirements for <b>PACE, HERO and other Energy Efficiency Loans</b></li> <li>• Revised <b>Investor Advantage Forms</b> to clarify two copies of the <i>Business Purpose &amp; Occupancy Affidavit</i> are required: The initial disclosure provided is for informational purpose only and does not need to be signed and the disclosure generated with the closing documents must be signed AND notarized.</li> </ul>
12/18/18	1.6	<ul style="list-style-type: none"> <li>• Revised <b>Cash-Out Refinance</b> to add seasoning requirements and clarify how the Cash Out proceeds may be used.</li> </ul>
11/29/18	1.5	<ul style="list-style-type: none"> <li>• Revised <b>Investor Advantage Program Overview</b> to clarify use of loan proceeds.</li> <li>• Added <b>Non-Arm's Length Transactions</b> requirements.</li> <li>• Added <b>Employee(s) of Broker/Seller</b> requirements.</li> </ul>
10/09/18	1.4	<ul style="list-style-type: none"> <li>• Revised <b>Appraisal Review Process</b> to clarify what secondary appraisal desk review products are permitted.</li> <li>• Revised <b>Properties Listed for Sale</b> to requirement for borrower to provide intent to occupy letter.</li> <li>• Revised <b>Ineligible Borrowers</b> to remove Corporations.</li> </ul>
09/25/18	1.3	<ul style="list-style-type: none"> <li>• Revised <b>Debt Coverage Ratio (DCR)</b> to remove documentation types. Minimum DCR is 1.0</li> <li>• Revised <b>Vesting and Ownership</b> to delete Inter Vivos Revocable Trust</li> <li>• Revised <b>Ineligible Borrowers</b> to remove Limited and general Partnerships and Limited Liability Company (LLC)</li> <li>• Revised <b>Vesting in the Name of a Business Entity</b> to remove Income – added property DCR</li> <li>• Revised <b>Determining Loan-To-Value</b> to clarify requirements</li> <li>• Deleted <b>Written Letters of Explanation for Derogatory Credit</b> requirements. No longer required.</li> </ul>

# Carrington Investor Advantage Program Underwriting Guidelines

Mortgage Lending Division

Version 6.2 – 04/16/25



## Revision Summary, continued

Date	Version	Description of Change
09/13/18	1.2	<ul style="list-style-type: none"><li>• Added <b>Anti-Steering</b> requirements to <b>General Program</b> Information</li><li>• Revised <b>Evidence of Primary Residence</b> to clarify All borrowers must presently own [or rent] their primary residence.</li><li>• Revised <b>Appraisal Review</b> to add Fannie Mae Collateral Underwriter (CU) score requirements</li><li>• Revised <b>HOA Certification Review</b> to clarify the CMS Homeowners' Association Certification is the InterIsland HOA Questionnaire.</li><li>• Revised <b>Cash-out Refinance</b> to remove Cash out is not allowed for Investment Properties in Texas restrictions.</li></ul>
08/27/18	1.1	Revised <b>Ratios and Qualifying</b> to clarify Debt Coverage Ratio (DCR) requirements and make DCR naming convention consistent. Revised <b>Adjustable Rate Qualifying</b> section to add requirement for ARM Loans to qualify at the note rate.
08/08/18	1.0	New document.

**This Page is Intentionally Blank**