Fannie Mae Program

Conforming and High Balance Loan Amounts

Fixed & ARM

Primary Residence					
Transaction Type	***Units***	***LTV***	***CLTV***	***Loan Amount*** [2]	***Credit Score***
Purchase	1	97%[1,4,6,7]	97%[1,4,5,6,7]	[Refer to the Loan Limits topic]()	Per DU
		95%[1,4]	95%[5]		
	2-4 [8]	95% [1,8]	95% [1,8]		
	2	85%[1]	85%		
	3-4	75%[5]	75%		
Limited Cash-Out	1	97%[1,4,6,7]	97%[1,4,5,6,7]		
		95%[1,4]	95%		
	2-4 [8]	95% [1,8]	95% [1,8]		
	2	85%[1]	85%		
	3-4	75%	75%		
Cash-Out	1	80%	80%		
	2-4	75%	75%		
Second Home [3]					
Transaction Type	***Units***	***LTV***	***CLTV***	***Loan Amount*** [2]	***Credit Score***
Purchase	1	90%[1,4]	90%	[Refer to the Loan Limits topic]()	Per DU
Limited Cash-Out	1	90%[1,4]	90%		
Cash-Out	1	75%	75%		
Investment (Non-Owner Occupied) [3]					
Transaction Type	***Units***	***LTV***	***CLTV***	***Loan Amount*** [2]	***Credit Score***
Purchase	1	85%[1,4]	85%[1]	[Refer to the Loan Limits topic]()	Per DU
	2-4	75%	75%		
Limited Cash-Out	1-4	75%[4]	75%		
Cash-Out	1	75% [4]	75%		
	2-4	70%	70%		

Refer to pg. 2 for the Manufactured Housing LTV matrix

Footnotes:

1. Loans > 80% LTV require mortgage insurance and are subject to MI guidelines. **The more restrictive minimum credit score requirement and guidelines apply.** LTV/CLTV restrictions may also apply for properties located in adverse markets. Refer to the Mortgage Insurance topic under the Program Guidelines for additional information.
2. Minimum loan amount $60,000.
3. Second home/investment transactions are subject to additional requirements when the borrower has multiple financed properties. Refer to Financed Properties topic for details.
4. New or newly converted condominium projects located in Florida require PERS approval. Established condominium projects in Florida with PERS approval or Full Review no LTV restrictions; projects with a **Limited Review** are subject to:
   - Primary residence: Maximum 75%/90% LTV/CLTV
   - Second home and investment: Maximum 70%/75% LTV/CLTV
5. Up to 105% CLTV allowed when using a Community Second. Program must be currently approved with Homebridge. A list of Homebridge approved DPA programs can be found under Working with Us on the Homebridge Wholesale website.
6. Purchase transactions: Must be first time home buyer. Refinance transactions: Current loan must be owned by Fannie Mae. Refer to the 95.01%-97% LTV topic for detailed requirements.
7. 95.01% to 97% LTV is **ineligible** (maximum 95% LTV) as follows:
   - High balance loan amounts, and
   - Transactions with non-occupant co-borrowers regardless of loan amount, and
   - ARM transactions
8. **95% LTV eligible with conforming loan amounts only; high balance ineligible**

NOTE: ARMs are temporarily unavailable

Manufactured Housing
Fixed Rate Only [3]

Owner-Occupied Primary Residence					
Transaction Type	***Units***	***LTV***	***CLTV***	***Loan Amount*** [2]	***Credit Score***
Purchase & Limited Cash-out Refinance	1	95% [1]	95%	Refer to the Loan Limits topic	Per DU
Cash-Out	1	65%	65%	Refer to the Loan Limits topic	Per DU
Second Home					
Purchase & Limited Cash-out Refinance	1	90% [1]	90%	Refer to the Loan Limits topic	Per DU

Footnotes:

1. Loans > 80% LTV require mortgage insurance and are subject to MI guidelines. **The more restrictive minimum credit score requirement and guidelines apply.** LTV/CLTV restrictions may also apply for properties located in adverse markets. Refer to the Mortgage Insurance topic under the Program Guidelines for additional information.
2. Minimum loan amount $60,000
3. Manufactured homes limited to fixed rate only

2024 Maximum Loan Limits

2024 Conforming Loan Limits		
Units	**Contiguous States**	**Alaska, Hawaii**
One	$766,550	$1,149,825
Two	$981,500	$1,472,250
Three	$1,186,350	$1,779,525
Four	$1,474,400	$2,211,600
2024 High-Cost Area Loan Limits		
Units	**Contiguous States**	**Alaska, Hawaii**
One	$1,149,825	N/A
Two	$1,472,250	N/A
Three	$1,779,525	N/A
Four	$2,211,600	N/A

*Actual loan limits for certain high-cost counties **may be lower** than the maximum amount listed above
Alaska/Hawaii do **not have high-cost areas in 2024; the applicable conforming limit applies

To view the 2024 loan limits by county click here: FHFA 2024 Loan Limits

IMPORTANT NOTE REGARDING 1-UNIT CONFORMING LOAN AMOUNTS

Effective immediately, Homebridge is increasing the **conforming** loan limit for 1-unit properties to:

- **Contiguous States**: $802,650
- **Alaska/Hawaii**: $1,203,975

NOTE: The Note must be dated on or after November 4, 2024 **and** the first payment date must be on or after January 1, 2025

There is **no change** to conforming 2-4 unit loan amounts or to 1-4 unit high-cost county limits

Topic	Guideline
4506-C	• Signed 4506-C required prior to loan closing for both personal and business tax returns (if applicable) • Tax transcripts are **not** required NOTE: At underwriter discretion transcripts may be required in certain circumstances (e.g. handwritten paystubs, borrower employed by family member, etc.) • Homebridge will order transcripts at random for quality control purposes **Wage Earners** • W-2 transcripts for the previous one or two years, as applicable, required **Self-Employed** • Transcripts for both personal and business tax returns (if applicable) required
95.01%-97% LTV	Purchase and rate/term refinance eligible as follows: • Property is a 1-unit primary residence • Fixed rate only with a 15, 20, or 30 year loan term; ARMs ineligible • DU "Approve/Eligible" is received • **Conforming loan amounts only** • Maximum 97% LTV/CLTV/HCLTV. CLTV may only exceed 97% if the second lien is a Community Second (maximum 105% CLTV) • 35% mortgage insurance coverage • Standard minimum borrower contribution requirements apply (purchase transactions) • **Purchase transactions** at least one borrower is a first time home buyer and will occupy the subject property (first time homebuyer defined as a borrower who has not had an ownership interest, sole or joint, in a residential property in the previous 3 years) NOTE: Homeownership education is required when **ALL** borrowers are first-time homebuyers. At least one borrower on the transaction must complete a course. See below for details • **Refinance transactions** require documentation that the loan is currently owned by Fannie Mae (e.g. screen shot from Fannie Mae's KnowYourOptions website, documentation from loan servicer, etc.) • Loan meets all other Homebridge guidelines • **Homeownership Education/Counseling:** Homeownership education/counseling is required on purchase transactions when the LTV/CLTV/HCLTV exceeds 95% **AND all** borrowers are first time homebuyers. Refer to the Homeownership Education and Counseling topic for requirements
Age of Documents	• All credit, income and asset documentation must be the lesser of the expiration date noted on DU Findings or ≤ 4 months from the Note date except as follows: • Appraisal documents (original traditional appraisal, 1004D, value acceptance must be ≤ 4 months from the Note date. Refer to the Appraisal Updates topic for complete age of appraisal, 1004D details - If the effective date of the original **desktop appraisal** is ≤ four months from the date of the Note, a new appraisal is required • Properties located in a FEMA declared disaster area have specific requirements. Refer to the Homebridge **FEMA Disaster Declaration Reference Guide**, located under the **Miscellaneous** section on the Working With Us page for details on the requirements if the property is in a declared disaster area

Appraisal	- Fannie Mae requires properties be appraised within the 12 months prior to the Note date
	- DU determines the level of appraisal on owner-occupied properties. If a reduced appraisal recommendation is received from DU **it must be on the final DU Finding**. Refer to the Appraisal- Waiver topic or Appraisal – Desktop topic (as applicable) for eligibility and requirements.
	- Appraisals must be Uniform Appraisal Data (UAD) compliant and meet Fannie Mae's Appraiser Independence Requirements (AIR). A Fannie Mae Submission Summary Report (SSR) is required on all appraisals.
	- If an applicable law, regulation or Homebridge policy requires more than one (1) appraisal be obtained, the single most accurate appraisal must be used for underwriting and submission to the Uniform Collateral Data Portal (UCDP)
	- A full appraisal must provide legible interior and exterior photos.
	  - The exterior photos must contain photos of the front, back and street scene of the subject property as well as the front of all comparable sales.
	  - The interior photos, at minimum, must include:
	    - Kitchen, (free-standing stove/range or refrigerator not required)
	    - Main living area,
	    - All bathrooms,
	    - Examples of physical deterioration, if present,
	    - Examples of any recent updates, if present (i.e. remodel, renovation, restoration)
	• A minimum of 3 closed comparable sales are required. The source of the closed comparable sales used in the appraisal must be from one of the following or a desk review will be required:
	  - MLS, or
	  - Comps Inc., or
	  - GeoData Plus (NY only), or
	  - PropertyShark (NY only), or
	  - StreetEasy (NY only)
	NOTE: Comparables from a public independent source are only eligible in rural areas and/or in Maine, New Hampshire, and Vermont where MLS is not common
	  - Net or gross adjustments made to the comparable sales by the appraiser must be market based (i.e. the appraiser must analyze the market for competitive properties and provide appropriate market based adjustments without regard to "rule-of-thumb"/arbitrary limits on the size of the adjustment. Properties used as a comparable sale must be similar enough to the subject property to be considered a competitive property.
	  - Comparable sales adjustments deemed excessive by the underwriter must be addressed.
	• **New Construction Comparables**: Comparable sales used for new construction properties are subject to the following:
	  - If all three of the comparable sales used to support the value of the subject property were obtained from one of the above sources (public source eligible in Vermont and Maine only) no further action is required.
	  - If the comparable sales are not all obtained from a MLS, MRIS, MRED, NTREIS, or from an independent source (Vermont and Maine only), the appraiser must comment that the subject property development is being marketed in an "open" or "public" environment (i.e. newspaper advertisements, billboard signs, website, etc.).
	
	(cont. on next page)

Appraisal (cont.)	- Additionally, the following applies to comparables for new construction:
	  - One of the comparable sales must be outside the project the subject property is located in and be from an MLS, MRIS, MRED, NTREIS, SABOR, GeoData, or Comps Inc. or public source (public source Maine/New Hampshire/Vermont only).
	  - Two of the comparable sales must be from sources other than the subject property builder.
	  - In the event there are no closed sales inside the new subject project/subdivision due to the subject property being one of the first to sell, the appraiser may use 2 pending sales in the subject property project/subdivision, in lieu of one closed sale. If the appraiser uses 2 pending sales in lieu of a closed sale, **the appraiser must also use at least 3 closed comparable sales from projects/subdivisions outside of the subject property's project/subdivision.**
	NOTE: The appraiser is always allowed to provide more than three comparable sales in order to support the property value.
	• The appraisal must identify and address properties located within a declining market.
	• **Modular/Prefabricated homes**: The appraiser must address the marketability of the property
	• **Manufactured homes**: The appraisal must be completed on Fannie Mae Form 1004C and the appraiser must address the marketability of the property. Refer to the Appraisals - Manufactured Housing topic for additional appraisal requirements for manufactured housing
	• Homebridge requires properties to be, at minimum, in average condition. Additionally, the following applies:
	  - A conventional heat source with the ability to maintain a temperature of 50° in areas of the property where there is plumbing
	  - Any broken glass that is a health hazard must be removed and the opening closed.
	• Properties that do not meet the "average condition" requirement may be eligible for an Escrow holdback. Holdback/repair escrows are subject to Homebridge approval. If approved, the appraiser must confirm the work completed will bring the property up to average condition. Refer to the Escrow Holdbacks topic for more details
	• Appraisal transfers are considered on a case-by-case basis.
	• Properties located in a FEMA Disaster Declaration area will be subject to additional appraisal review

Appraisal Updates

General Requirements

- The original appraisal effective date must be ≤ 4 months from the Note date
- If the effective date of the appraisal is **more than** four months but **less than** 12 months from the Note date an appraisal update is required (Fannie Mae Form 1004D)
  - The appraisal update (1004D) must be completed within the four months **prior to** the Note date
  - If the effective date of the original appraisal is more than 12 months old from the Note date **OR** the 1004D is not completed within the 4 months prior to the Note date, **a new appraisal is required**

NOTE: The above requirements apply to both proposed and existing construction

If:	Then:
• The effective date of the original appraisal is > 4 months but < 12 months from the Note date	• An appraisal update (FNMA Form 1004D) is required • The 1004D must be completed within the 4 months **prior to** the Note date
• The 1004D indicates the property value **has** declined	• A new appraisal is required
• The 1004D indicates the property value **has not** declined	• The original appraisal is acceptable, and no additional appraisal documentation required
• The 1004D was not completed within the 4 months prior to the Note date	• A new appraisal is required
• The effective date of the original appraisal is > 12 months from the Note date, **with or without** a 1004D	• A new appraisal is required

1004D Requirements

- Fannie Mae prefers the original appraiser completes the 1004D. If the original appraiser is unavailable, a substitute appraiser may complete the 1004D subject to the following:
  - The substitute appraiser must review the original appraisal report and provide an opinion about whether the original appraiser's opinion of market value was reasonable on the date of the original appraisal report, **and**
  - The loan file must include a note as to why the original appraiser was not used

Appraisal - Desktop	DU may offer the option for a desktop appraisal when the transaction has the following criteria **NOTE:** The Desktop option is **not** guaranteed even if the below criteria is met **Desktop Appraisal Eligibility** • Purchase transactions only, • 1-unit primary residence (SFR **only**) • LTV ≤ 90% (see Note below) • An "Approve/Eligible" recommendation must be received from DU, and • The casefile must include the complete subject property address **NOTE:** If a desktop appraisal is offered and obtained, the loan remains eligible as long as the loan amount does not increase and all other requirements continue to be met, even if the LTV exceeds 90% due to the value returned by the desktop appraisal **Ineligible for a Desktop Appraisal** Transactions with any of the following characteristics are ineligible for a desktop appraisal: • Limited cash-out (rate/term) or cash-out refinance transactions • Second home and investment properties • 2-4 unit properties • Construction-to-perm • HomeReady or HomeStyle • Condo and manufactured homes • Community seconds with a subsidized sales price, a community land trust, or other properties with resale price restrictions **NOTE**: Resale restrictions related to borrower age or income are eligible **Desktop Appraisal Requirements** • The desktop appraisal is based on information obtained from: - The buyer/seller's agent, the homeowner, builder, appraiser files. The appraiser must verify the information from a disinterested source, and - A third-party data source (MLS listing, tax assessment records, virtual street views, satellite images, etc.) • The appraiser cannot make any guarantees, express or implied, regarding the accuracy of the data • The appraiser is required to provide a floor plan, that includes interior walls, for the subject property
Appraisal - Hybrid	**Hybrid Appraisal Eligibility** A hybrid appraisal (FNMA Form 1004 Hybrid Appraisal Report or FNMA Form 1073 Hybrid – Individual Condominium Unit Appraisal Report) is eligible subject when **all** of following preconditions are met, **and are met in the following sequence:** 1. DU determines the loan is eligible for value acceptance + property data 2. Homebridge obtains the value acceptance + property data 3. The property data confirms the property type is acceptable and that the property is not ineligible (see **Ineligible Transactions** list below) 4. The loan loses eligibility in DU for a value acceptance + property data due to a change in qualifying loan characteristics 5. Homebridge will condition the Broker to obtain a hybrid appraisal Refer to the Appraisal: Value Acceptance + Property Data topic for details **Ineligible Transactions for Hybrid Appraisal** • 2-4 unit properties • Manufactured homes • Proposed construction and construction-to-perm loans • HomeStyle loans

Appraisal – Hybrid (cont.)	**Ineligible Transactions for Hybrid Appraisal** (cont.) • Texas Section (50)(a)(6) loans • Community land trusts or properties with resale price restrictions, including casefiles using the affordable LTV feature • Transactions where the purchase price or estimated value provided to DU is ≥ $1,000,000 • Gift of equity transactions, • DU casefiles that receive an ineligible recommendation **Hybrid Appraisal Requirements** • The hybrid appraisal is based on data collection of the interior and exterior of the property by: - A vetted and trained third-party (e.g. real estate agent, insurance inspector, home inspector, appraiser trainee, appraiser) • The appraiser relies on the data collected (and additional sources if needed) to identify property characteristics and condition when completing the appraisal • The hybrid appraisal requires the same exhibits as a traditional appraisal with the inclusion of a floor plan

Appraisal – Manufactured Housing	• The appraiser must have experience appraising manufactured homes and be knowledgeable of the local manufactured home market, the manufactured home construction process, and have access to the appropriate data sources to render an opinion of value. Refer to the Sources of Manufactured Housing Data topic below for further details
	• The appraisal must be completed on Fannie Mae Form 1004C and the appraiser must address the marketability of the property
	• **Purchase transactions**: The appraiser must be provided the following:
	   - A copy of the executed sales contract for the both the manufactured home **and** the land
	   - A copy of the manufacturer's invoice if the manufactured home is new
	• The value must be based solely on the real property consisting of the manufactured home, site improvements, and land on which the home is situated. Value **canno**t be given to items such as insurance, warranties, furniture, etc.
	• **Existing Construction:** The appraiser must provide photo(s) of the HUD Data Plate **OR** the HUD Certification Label(s) for each section of the home
	• **New Construction:** The appraiser must provide photos of both the HUD Data Plate **AND** the HUD Certification Label(s) for each section of the home (both required)
	• The appraiser must provide **a minimum of (2) two comparable sales of similar manufactured homes** (e.g. multi-width with multi-width). The following also applies to comparables:
	   - Site-built housing or a different type of factory-built housing may be used for the third comparable if needed however an explanation of why it was used must be provided along with the appropriate adjustments
	   - The appraiser cannot create comparable sales by combining vacant land sales with the contract purchase price of the manufactured home.
	• Fannie Mae requires **both the cost approach and well-developed sales comparison approach** to determine the value on manufactured homes
	• The appraisal must indicate whether or not the site is compatible with the neighborhood, and must comment on the conformity of the manufactured home to other manufactured homes in the neighborhood
	• The property site must be conforming and acceptable in the neighborhood and must have competitive utilities, street improvements, adequate vehicular access, etc. The appraiser must address any items that either enhance or detract from the marketability of the property and comment if the site has any adverse conditions or is not typical for the area.
	• The home must be permanently connected to a septic tank or sewage system
	• The home must be permanently connected to other utilities in accordance with local and state requirements
	Newly Constructed Manufactured Housing Appraisal Requirements
	• The appraisal for new manufactured homes that have not been affixed to the land or not yet constructed is based on either the plans and specifications or an existing model home.
	• If information such as the dealer invoice, HUD Data plate and Certification Label numbers are not yet available, the appraiser may appraise the property subject to receipt of all required information.

Appraisal - Manufactured Housing (cont.)	• A certification of completion, preferably completed by the original appraiser, must be obtained prior to loan closing. Additionally the certification of completion must: - Verify and state that the improvements were completed, and all other requirements and conditions of the appraisal have been satisfied, - Include previously unavailable information, including as summary of the appraiser's analysis of any previously unavailable dealer invoice, and - Include photographs of the completed improvements attached to the permanent foundation **Sources of Manufactured Housing Data** Sources such as an MLS and public records are acceptable for some data however Fannie Mae requires the use of additional data sources to develop a well-supported and well-documented appraisal. Additional acceptable data sources are: • Manufactured home dealers, • Construction companies/builders experienced in the installation of manufactured homes, • The NADA Manufactured Housing Appraisal Guide, • The Marshall & Swifts Residential Cost Handbook
Appraisal – Reconsideration of Value	**Applications Dated On or After October 31, 2024 ONLY** A borrower may request a Reconsideration of Value (ROV) by completing the **Notice of Right to Request a Reconsideration of Value** disclosure that Homebridge will provide with disclosure documents. **Only (1) one ROV is permitted per appraisal.** **Requesting an ROV** The borrower initiated ROV must include the following: • Borrower(s) name, • Property address, • Effective date of the appraisal, • Appraiser's name, • Identification and description of unsupported, inaccurate, or deficient areas in the appraisal, • Additional data, information, and comparable properties (not to exceed five), and the related data sources (e.g. MLS listing number), and • An explanation of why the new data supports the ROV **Homebridge Responsibilities** Upon receipt of the ROV request, Homebridge will: • Confirm an appraisal review was completed by an Underwriter, • Confirm the loan has not closed/funded (ROVs **are not** permitted on closed/funded loans) • Designate an Underwriter or other appraisal subject matter expert to review the ROV request, • Validate that the request from the borrower contains sufficient details prior to sending the request to the appraiser, and • Obtain the necessary information from the borrower if the ROV request is unclear or requires additional information Once Homebridge receives the result from the appraiser, Homebridge will communicate the result to the borrower

Appraisal – Value Acceptance (previously Appraisal Waiver)	DU may offer a value acceptance (previously known as an appraisal waiver) the following applies: • The initial DU Findings indicate a value acceptance is eligible. If at any time prior to loan funding the value acceptance eligibility is removed from any subsequent DU Findings report an appraisal will be required. **NOTE:** The value acceptance option must be offered on the **final DU Findings report** and that Findings report must be retained in the loan file • If an appraisal is obtained, the value acceptance is **no longer eligible** • An "Approve/Eligible" recommendation **must** be received from DU **Eligible for the Value Acceptance Option** The following are eligible for the value acceptance option: • 1-unit properties including condominiums • Maximum LTV as follows: - **Purchase Transactions**: - Primary residence and second home: Maximum 80% LTV/CLTV - Primary residence in high-needs rural areas: 97% LTV/ 105% CLTV for borrowers at or below AMI; refer to the Value Acceptance Rural High Needs Area topic for complete details. A value acceptance offer that is received in a select "rural high-needs area" will require **Homebridge management review and approval** - **Limited Cash-out (rate/term) Refinance Transactions**: - Primary residence and second home rate/term refi: Maximum 90% LTV/CLTV - Investment property: Maximum 75% LTV/CLTV - **Cash-out Refinance Transactions** - Primary residence cash-out refi: Maximum 70% LTV/CLTV - Second home and investment cash-out refi: Maximum 60% LTV/CLTV **Ineligible for the Value Acceptance Option** The following are **ineligible** for a value acceptance **regardless** of DU Findings: • 2-4 unit properties, • Leaseholds, • Loans where the value of the purchase price or estimated value provided to DU is ≥ $1,000,000 • HomeStyle loans • Properties with resale **price** restrictions; properties where the resale restriction is related to borrower **age or income are eligible** • A transaction where an appraisal for the subject property has already been uploaded to the Fannie Mae portal, • Texas Section 50(a)(6) transactions • Purchase transactions involving an investment property • Transactions using a gift of equity • Transactions where rental income from the subject property is used to qualify • Manufactured home • Construction-to-perm or proposed construction • Transactions where an appraisal is required by law **OR** the MI provider requires an appraisal

Appraisal – Value Acceptance Plus Property Data	DU may offer a value acceptance + property data option. The value acceptance + property data requires an interior and exterior visual observation of the property. • The initial DU Findings indicate a value acceptance + property data is eligible. If at any time prior to loan funding the value acceptance + property data eligibility is removed from any subsequent DU Findings report a hybrid appraisal may be eligible (see Appraisal – Hybrid topic for requirements) **OR** a desktop or full appraisal may be obtained as specified by DU • The value acceptance + property data option must be offered on the **final DU Findings report** and cannot be more than 4 months old from the Note date • If an appraisal is obtained, the value acceptance + property data is **no longer eligible** **Property Data Collection** • Property data collection consists of a visual observation of the interior and exterior of the subject property - The data collection must meet Fannie Mae **Property Data Standards** and include photos and a floor plan • Property data collection is completed by trained and vetted property data collector. The data collector cannot have any interest in or ties to the transaction • Property data collection is valid for 12 months from date of collection and must be performed prior to the Note date • See **Property Data Collection with Needed Repairs or Completion Verification** topic for additional details on property condition **Value Acceptance + Property Data Eligibility** • 1-unit properties **Ineligible for Value Acceptance + Property Data** • 2-4 unit properties • Manufactured homes • Proposed construction and construction-to-perm transactions • Investment properties when rental income is used to qualify the borrower • HomeStyle • Texas 50(a)(6) • Leasehold properties • Community land trusts or other properties with resale price restrictions, which include loan casefile using the Affordable LTV feature • Transactions where the purchase price or estimated value provided to DU is ≥ $1,000,000 • Transactions using gifts of equity • Case files that do not receive an Approve/Eligible DU Finding

Appraisal – Value Acceptance Plus Property Data (cont.)	**Property Data Collection with Needed Repairs or Completion Verification**
	The Homebridge underwriter will review the data collection report and photo exhibits for the following:
	• There are no safety, soundness, or structural integrity issues
	• There are no significant incomplete construction or renovation items, and
	• The property meets Fannie Mae's property eligibility requirements
	In the event it is determined repairs are required to bring the property up to Fannie Mae eligibility standards, the following is required to document repairs have been completed:
	• A borrower attestation letter confirming the completion of the repairs. The letter must include:
	  - The borrower's name,
	  - The property address,
	  - Certification that the alteration or repair was satisfactorily completed,
	  - Date,
	  - Borrower's signature,
	  - Exhibits that visually verify the completed work (e.g. photos, video, etc.), **AND**
	  - **One or more** of the following:
	    o A signature of the qualified professional,
	    o A professionally prepared report, or
	    o Paid invoices for the alterations or repairs

<table>
<tr><td>Appraisal – Value Acceptance (Previously Appraisal Waiver) Rural High-Needs Area</td><td>
DU may offer a value acceptance rural high-needs area. The value acceptance is eligible for properties in designated rural high-needs areas and is designed for low-to-moderate-income borrowers purchasing homes in targeted areas. In lieu of an appraisal, a home inspection is obtained. The value acceptance may be combined with HomeReady
The general value acceptance guidance (as stated in the Value Acceptance topic) applies with the following exceptions:

The property must be located in a designated rural high-needs area. Refer to the FHFA High Needs Counties Map for eligibility
An “Approve/Eligible” finding is received from DU
1-unit primary residence purchase transactions only (manufactured home ineligible)
Maximum 97% LTV / 105% CLTV with a community second
Maximum loan amount $200,000
The borrower’s income must be at or below 100% of the area median income
A home inspection, completed by a licensed or professionally accredited inspector with liability insurance, is required. The report must confirm the property is safe, sound, and structurally sound OR address any repairs required to make the property safe, sound, and/or structurally sound. Properties with a C6 condition rating are not eligible unless repairs are made to bring the property to a C5 or better condition rating
The borrower must sign an affidavit confirming they have been given a copy of the property inspection report, read the report, and that Homebridge has been notified of any needed repairs addressed in the inspection report.
The purchase contract must contain an inspection contingency that offer the borrowers enough time to cancel the contract without penalty, in the event the inspection reveals an issue with the property

Ineligible for Value Acceptance Rural High-Needs
In addition to the ineligible transactions listed in the Value Acceptance topic, the following are ineligible for value acceptance rural high-needs:

Rate/term and cash-out refinance transactions
Second home and investment properties

</td></tr>
<tr><td>Appraisal Management Companies (AMC)</td><td>
The appraisal must be requested from the AMC assigned by Homebridge which is based on the state where the property is located. The chart below identifies the applicable AMC by property location.
<table>
<tr><th>AMC</th><th>Subject Property Location</th></tr>
<tr><td>Class Valuation</td><td>Alabama, Alaska, Arkansas, Colorado, Hawaii, Idaho, Illinois, Indiana, Iowa, Kentucky, Louisiana, Michigan, Minnesota, Mississippi, Montana, New Mexico, North Dakota, Ohio, Oklahoma, Oregon, South Dakota, Tennessee, Texas, Utah, Washington, West Virginia, Wisconsin, Wyoming</td></tr>
<tr><td>Fastapp Appraisal Management</td><td>Connecticut, Delaware, Kansas, Maine, Maryland, Massachusetts, Missouri, Nebraska, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, Vermont, Virginia, Washington D.C.</td></tr>
<tr><td>Golden State</td><td>Arizona, California, Nevada (see Important Note below for exception)
Important Note:
Golden State <u>does not</u> support the following appraisal types:
Fannie Mae Value Acceptance + Property Data, or
Fannie Mae Hybrid
If one of the above appraisal options have been offered and accepted on the transaction and the property is located in AZ, CA, or NV, the appraisal must be ordered from Class Valuation</td></tr>
<tr><td>Nationwide Appraisal Network</td><td>Florida, Georgia, North Carolina, South Carolina</td></tr>
</table>
To view the state map on the Homebridge website, click here: Broker Resources
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Assets	Asset documentation per DU • All funds used to close the transaction must be disclosed on the 1003 and input into DU. • **Earnest Money Deposit (EMD):** - EMD funds do **not** require sourcing if the borrower is **not** required to meet Fannie Mae's minimum contribution requirement (MCR) and the underwriter does not need to consider the funds in the asset evaluation. Evidence the settlement agent received the EMD **is required** as detailed below. Transactions that **do not** require a borrower MCR: - 1-unit primary residence regardless of LTV - 2-4 unit primary and the LTV is ≤ 80% - 1-unit second home and the LTV is ≤ 80% - ***Documenting Settlement Agent Received EMD Funds***: Acceptable evidence the settlement agent received the EMD funds are as follows: - Borrower's cancelled check, or - Evidence the funds were wired to the settlement agent's account, or - Written verification from the settlement agent - EMD funds **are** required to be sourced when the transaction requires the borrower to meet the MCR. Transactions that **require** a borrower MCR: - 2-4 unit primary and the LTV is > 80%, - 1-unit second home and the LTV is > 80% - 1-4 unit investment transactions regardless of LTV **NOTE**S: Transactions that require a borrower MCR, a copy of the canceled deposit check is acceptable to document the source of the EMD funds. Two months bank statements, all pages, covering the period up to and including the date the earnest money check cleared the bank are required. Virtual currency **is not** eligible to be used for the earnest money deposit • The borrower must provide evidence of sufficient assets to cover the down payment, closing costs, prepaids and reserve requirements. Acceptable evidence: - **Purchase Transactions**: Two months bank or financial statements, all pages (covering most recent 60 days of activity). If the account information is reported on a quarterly basis, the most recent quarterly statement required. Truncated account numbers (statements that only display the last 4 digits of the borrower's account number) are acceptable - **Refinance Transactions**: One month bank or financial statements, all pages (covering most recent 30 days activity). If the account information is reported on a quarterly basis, the most recent quarterly statement required. Truncated account numbers (statements that only display the last 4 digits of the borrower's account number) are acceptable **NOTE**: **Refinance Transactions Only**: Documentation of assets is **not** required if funds to close are $500 or less

Assets (cont.)	• Business funds of a self-employed borrower may be used for down payment, closing costs and/or reserve requirements subject to the following: - The borrower must be listed as an owner on the account. If the borrower's name is not listed on the business account statement, documentation that the borrower is an authorized signer on the account is required. This applies to all business accounts, including sole proprietorships, when business account funds are being utilized for down payment, closing costs and/or reserves. Examples of acceptable documentation: - Letter from the bank confirming borrower is an authorized signer, or - Online documentation that confirms borrower is an authorized signer NOTE: Use of business funds when the borrower does not own a significant percentage of the business will be at underwriter discretion (e.g. borrower has a 10% ownership interest and is using a significant amount of the business funds for down payment/closing costs) - A cash flow analysis, based on 3 months business bank statements, dated within 60 days of the closing date, is required to determine the withdrawal of business funds will not have a negative impact on the business. The cash flow analysis: - Must indicate that the average running balance in the account for the previous 3 months stayed the same or was better, and The amount of funds used for the transaction must not deplete the account i.e. the balance remaining in the account should not be less than half of what was in the account prior to the withdrawal • Stocks, Bonds and Mutual Funds - Stocks, bonds and mutual funds (including retirement accounts) may be used at 100% of the asset value for the calculation of reserves. - If used for down payment and/or closing costs, proof of liquidation is not required when the combined asset value is at least **20% more** than the funds needed for closing. • Cash on hand, unsecured borrowed funds, unverified funds are ineligible sources for assets. • Payout from a life insurance policy is acceptable for down payment or closing costs. A copy of the check or payout statement, issued by the insurance company, is required. If the cash value is being used for reserves, documentation of the cash value is required however the policy does not need to be liquidated. • Real estate commissions earned by a borrower who is a licensed real estate agent are eligible for down payment/closing costs when purchasing a property. The CD must reflect the commission earned and the credit toward the transaction • Proceeds from the sale of personal assets are an acceptable source of funds for the down payment, closing costs, and reserves provided the individual purchasing the asset(s) is **not** a party to the transaction (seller, realtor, broker/lender, etc.) Document the following: - The borrower's ownership of the asset for all asset types that are titled assets (e.g. automobile title) - The value of the asset if the proceeds represent more than 50% of the total monthly qualifying income. The value must be determined by an independent reputable source. - The **lesser of** the estimated value (as determined by the independent source) **OR** the actual sales price is used when determining the amount of funds for the transaction ***Example:*** If a vehicle is determined to have a value of $10,000 by the independent source and the sales price of the vehicle is $12,000, $10,000 can be added to the borrower's available funds **even if the sale has already occurred**) - The transfer of ownership of the asset as documented by either a bill of sale or a statement from the purchaser - The borrower's receipt of the sale proceeds. Acceptable documentation includes deposit slips, bank statements, copies of the purchaser's canceled check or an equivalent payment source

Assets (cont.)	• Proceeds from the sale of a currently owned property are eligible for down payment and closing costs. The final CD for the existing property must be provided before or at closing to show sufficient net cash proceeds to close the purchase. The final CD is **not required** to be fully executed. **NOTE**: When the borrower's employer assumes responsibility for paying off the existing mortgage as part of a relocation plan, a copy of the executed buy-out agreement is required to document the source of funds. A copy of the sales contract or listing agreement is **not** considered an acceptable source of verification of proceeds from the sale • Credit card reward points are eligible for down payment, closing costs, and to meet reserve requirements - The rewards points must be converted to cash prior to loan closing - If the cash from converting the reward points is deposited into the borrower's account and is considered a large deposit (detailed below) the borrower must provide documentation to show the source of the large deposit was from the conversion of credit card reward points • Large deposits are defined by Fannie Mae as a single deposit where any **unsourced** portion of the deposit exceeds 50% of the total monthly qualifying income for the loan. If the deposit includes both sourced and unsourced funds, only the unsourced portion is used to calculate whether the deposit meets the 50% definition. Direct deposits, such as IRS or state income tax refunds, transfer of funds between verified accounts, that are easily identified on the account statement do not require documentation. • Large unsourced deposits must be explained and verified including virtual currency - Requirements for documenting large deposits are as follows: - **Refinance transactions**: Large deposits are not required to be sourced and explained however, at underwriter discretion, explanation and sourcing may be necessary as Fannie Mae requires any payment on borrowed funds be included in the DTI ratios. - **Purchase transactions**: If the funds from a large deposit are needed for the down payment, closing costs or reserves on the transaction documentation must be provided that the funds are from an acceptable source. Any undocumented large deposit will be deducted from the amount of verified funds and the reduced asset amount will be used for qualification - A large deposit may be from virtual currency that was exchanged into U.S. dollars. Documentation verifying the funds originated from the borrower's virtual currency account is required *Examples:* 1. The borrower has a monthly income of $4,000 and a bank account with a balance of $20,000. A deposit of $3,000 was made but $2,500 of the deposit is documented as the borrower's tax refund (sourced). In this example only the $500 is considered "unsourced" ($3000 total deposit minus $2500 tax refund) and is included in the large deposit calculation. The unsourced $500.00 is only 12.5% of the borrower's monthly income therefore it does not meet the large deposit definition (50% of the borrower's total monthly qualifying income). In this example, documentation is not required and the entire $20,000 balance in the borrower's bank account may be used for underwriting purposes. 2. The same borrower has a deposit of $3,000 but only $500 is documented as the borrower's tax refund (sourced) leaving $2,500 has unsourced. In this example the unsourced $2,500 is 63% of the borrower's $4,000 monthly income which does meet the definition of a large deposit. The unsourced $2,500 must be deducted from the borrower's $20,000 bank account balance leaving $17,500 that may be used for underwriting purposes. 3. The same borrower has 3 separate unsourced deposits of $1800 which technically does not meet the 50% of the borrower's gross monthly income requirement since each deposit is less than $2,000 (50% of $4,000) however at underwriter discretion sourcing/documentation may be required.

Assets (cont.)	• Verification of assets from foreign sources: - Funds that a borrower (either a U.S. or non-U.S. citizen) has deposited into a U.S. depository institution are acceptable provided all of the following requirements are met: - Documentation of the transfer of funds from the borrower's country of origin is provided, and - It can be established that the funds belonged to the borrower before the date of transfer, and - The source of all funds used for closing can be verified following the same requirements for U.S. citizens. • Virtual currency aka digital/cryptocurrency (e.g. Bitcoin, Ethereum, etc.) is eligible for down payment, closing costs, and reserves subject to the following: - Documentation is provided of the exchange into U.S. dollars and the funds have been deposited into a U.S. or state regulated financial institution, and - The funds are verified in U.S. dollars prior to loan closing **NOTE**: Assets used to establish continuance for certain income types cannot be in the form of virtual currency
Assumptions	Not allowed
AUS	DU "Approve/Eligible" Finding required. Manual underwriting is **ineligible**
Available Markets	• All 50 states • Guam, Puerto Rico and the Virgin Islands are ineligible.
Borrowers - Eligible	• A natural person, • U.S. citizens • Revocable inter vivos trust that meets Fannie Mae guidelines • **Non-U.S. Citizens**: **All loans delivered to Fannie Mae require Homebridge to rep and warrant the borrower is legally present in the U.S.** with the exception of **Deferred Action for Childhood Arrivals (DACA**) status borrowers, who are **eligible** subject to meeting the requirements in this topic. Lawful permanent or lawful non-permanent resident aliens are eligible subject to the following: - Borrower must have a valid social security number **OR** individual taxpayer identification number (ITIN), **AND** - Have a current, unexpired EAD **OR** other documentation showing immigration status is current/unexpired (e.g. Green Card, work visa, etc.), **AND** - The borrower meets all other standard employment and income requirements required by DU - If additional information is required to determine legal status, the Homebridge Underwriter will determine on a case-by-case basis the additional documentation requirements - Non-permanent resident alien borrowers who provide a visa, Homebridge will determine visa eligibility. Refer to the Visa Eligibility for Non-Citizens (Non-Permanent Resident Aliens) document on the Homebridge website for visa eligibility and documentation requirements **NOTE: Visa not required if current, unexpired EAD provided** • All borrowers are required to have a valid social security **OR** Individual Taxpayer Identification Number (ITIN) and meet legal residency documentation requirements
Borrowers – Ineligible	• Foreign Nationals • Borrowers with diplomatic immunity • Borrowers without a social security number, ITIN, or a number that cannot be validated with the SSA • Borrowers previously convicted a mortgage fraud

Borrower Types	• **Co-Borrower:** - An individual, who applies jointly with the applicant, takes title to the property and is liable for the debt, - Signs all loan documents, - Income, assets and liabilities are used for loan qualification. • **Non-Occupant Co-Borrower**: - An individual, who applies with the applicant, is liable for the debt, may or may not take title to the property, and does not live in the property. - Signs all loan documents - The income, assets and liabilities of the non-occupant co-borrower on a primary residence transaction are considered in the DTI calculation. - Transactions with a non-occupant co-borrower are limited to a maximum 95% LTV/CLTV or the applicable maximum LTV for ARM transactions. • **Co-Signer:** - An individual who has no ownership interest in the property but is liable for the debt. - The co-signer signs all loan documents except co-signer does **not** sign the Mortgage/Deed of Trust. - Income, assets, and liabilities are used for qualification. - Cannot have an interest in the transaction (seller, builder, real estate broker, etc.) NOTE: If the co-signer will not be occupying the subject property maximum 95% LTV/CLTV or the applicable maximum LTV for ARM transactions • **Non-Borrowing/Non-Purchasing Spouse** - Generally has no ownership interest in the property and is not liable for the debt. - In community property/marital rights states the non-borrowing spouse **does have** an interest in the property and is required to execute the security instrument and all applicable documents as determined by state law **NOTE**: Community property states: Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Texas, Washington, and Wisconsin • **Life Estate** - Properties held in a life estate are eligible **subject to Homebridge management review and approval.** The following applies: - When title to a property is held as a life estate, it is a form of joint ownership where two parties have an interest in the property o The holder of the life estate (life tenant or life estate owner) has the right to current possession of the property, and o The remainder holder has the right of future possession of the property upon the death of the holder of the life estate (aka life estate owner) - Both parties, the life estate owner and the remainderman, must sign the security instrument - At least one of the life estate parties must be a borrower on the loan

Construction to Perm	The conversion of construction-to-permanent financing involves the granting of a long-term mortgage to a borrower for the purpose of replacing interim construction financing that the borrower has obtained to fund the construction of a new residence. • Construction-to-permanent financing can be structured as a transaction with one or two separate closings; **however Homebridge will not provide the construction financing (a one closing transaction).** The borrower must hold title to the lot, which may have been previously acquired or be purchased as part of the transaction. • All construction work, including any work that could entitle a party to file a mechanics' lien or materialmen's lien, must be completed and paid for, and all mechanics' liens, and any other liens and claims that could become liens relating to the construction must be satisfied before the loan is closed with Homebridge. Homebridge will retain the appraiser's certificate of completion (1004D) or acceptable completion alternative and a photograph of the completed property in the loan file. When a construction-to-perm mortgage loan provides funds for acquisition or refinancing of an unimproved lot and the construction of a residence on the loan, Homebridge will retain a certificate of occupancy or an equivalent from the applicable government authority. • Units in a condo project are not eligible for construction-to-permanent financing. **Two-Closing Transactions** • The first closing is to obtain the interim construction financing (and may include the purchase of the lot). **Construction financing is <u>not eligible</u> through Homebridge.** • The second closing (aka "end" loan) is to obtain the permanent financing upon completion of the improvements **and is eligible** through Homebridge. • A modification may not be used to update the original Note; a new Note must be completed and signed by the borrowers. • The borrower is underwritten based on the terms of the permanent mortgage. • Transactions are subject to the limited cash-out and cash-out refinance maximum LTV/CLTV/HCLTV ratios, as applicable. • Cash-out refinance transactions require the borrower to have held legal title to the lot for at least 6 months prior to the closing of the permanent mortgage. • All other standard cash-out refinance eligibility and underwriting requirements apply.

Contingent Liabilities	• **Business Debt**
	- Business debt that appears on a self-employed borrower's personal credit report requires documentation that the debt is paid from company funds and considered in the cash flow analysis for the borrower's business.
	- Business debt does **not** need to be considered as part of the borrower's individual recurring monthly debt when:
	  - The account does not have a history of delinquency, **and**
	  - Documentation is provided that the debt was paid from the borrower's business funds (e.g. 12 months cancelled business checks), **and**
	  - The cash-flow analysis of the business took payment of the obligation into consideration.
	- Business debt **must be** considered as part of the borrower's individual recurring debt obligation if:
	  - Documentation of payment from the business funds **cannot** be provided, **or**
	  - If documentation is provided that the payments are coming from the business, but the cash flow analysis of the business does **not** reflect the payments (e.g. an interest expense, including taxes and insurance if applicable, equal to or greater than the amount of interest that would be reasonably expected given the amount of financing shown on the credit report and the age of loan) If evidence is **not** found in the cash flow analysis, it is reasonable to assume that the expense has not been accounted for, **or**
	  - There is history of delinquency on the account the debt must be considered as part of the borrower's individual recurring debt obligation
	• **Co-Signed Debt - Mortgage**
	- Co-signed mortgage debt is **not required** to be included in the borrower's DTI calculation if all of the following applies:
	  - Documentation is provided that the borrower is not primarily responsible for payment of the debt, and
	  - The credit report indicates no late payments on the account, **and**
	  - 12 months most recent consecutive cancelled checks are provided documenting the primary party obligated on the debt has been making the payments (the checks cannot be from an account co-owned with the borrower), **and**
	  - The borrower is not using rental income from the property to qualify
	NOTE: Even if the mortgage debt qualifies for the exclusion, the property must be included in the number of financed properties count if applicable (second home/investment transaction; refer to the Financed Properties topic for details)
	- Co-signed mortgage debt must **be included** in the borrower's DTI calculation if:
	  - It cannot be properly documented that the primary party obligated on the loan is making the payments, **or**
	  - A 12 month pay history, by the primary party, cannot be established, **or**
	  - The credit report indicates there have been late payments on the debt, **or**
	  - Another party is making the payments but the borrower is the only party responsible for the debt, **or**
	  - The borrower is using rental income from the property to qualify
	Refer to the Credit – Installment/Revolving topic for non-mortgage debt paid by others

Conversion of Principal Residence or Pending Sale	• **Pending Sale**:
	- If the borrower is purchasing a new primary residence, and the current primary residence is pending sale but will not close prior to the new transaction, the borrower's PITIA payment on their current residence may be omitted when qualifying the borrower if **all** of the following are provided:
	  - A copy of the fully executed sales contract is provided, **and**
	  - Written verification provided by the closing attorney or escrow confirming all financing contingencies have been cleared.
	• **Conversion to Second Home**:
	- The borrower is qualified using the PITIA payments for both properties
	- Reserves required in accordance to the Reserves - Multiple Financed Properties topic of this guide
	• **Conversion to Investment Property:**
	- Must follow standard Income-Rental and Reserves – Multiple Financed Properties topic of this guide

Credit History	• Tradeline requirements per DU Findings. • Authorized user tradelines require underwriter review to ensure the tradelines are an accurate reflection of the borrower's credit history
Credit - Installment/Revolving	All debts will be run through DU to ensure accurate DU Findings. • **Installment Debt** - Installment debt is considered as a recurring monthly debt obligation and included in the borrower's long-term debt when there are more than 10 months payments remaining. - Installment debt with ≤ 10 months remaining will be considered as a recurring monthly debt obligation if it significantly affects the borrower's ability to meet their credit obligations. **NOTE:** Lease payments for automobiles must be considered a recurring monthly debt obligation and included in the DTI calculation regardless of the number of months remaining on the lease. • **Revolving Debt** - Revolving debt is considered part of the borrower's recurring monthly debt. Revolving debt includes credit cards and personal lines of credit (equity lines, secured by real estate, are included in the housing expense). Revolving debt is subject to the following: - If the monthly payment is not included on the credit report, the underwriter will use the greater of $10 or 5% of the outstanding balance to determine the monthly payment - If the revolving account is to be paid off at or prior to closing, a monthly payment is not required to be included in the debt ratio. The account does not need to be closed as a condition of excluding the payment from the borrower's debt ratio. - If the revolving account is to be paid off prior to closing, documentation that the debt was paid in full and source of funds must be provided and verified. - If the revolving account is to be paid off at closing, the payoff must be shown on the CD. • **30 Day Charge Accounts** - Open 30-day charge accounts require sufficient assets to pay off the debt in order to be excluded from the debt ratio • **Debt Paid by Others – Non-Mortgage** - When the borrower is obligated on non-mortgage debt (e.g. installment loans, revolving, lease payments, student loans, etc.) but is **not** making the payment the debt may be excluded from the DTI calculation subject to the following: - The other party must be paying the **entire monthly payment** for a minimum of 12 months. The debt may **not** be excluded if the borrower is paying any portion of the monthly payment **or** the other party has not been making the entire payment for at least 12 months. - 12 months cancelled checks or bank statements from the party making the payments are required to document 12 months 0x30 pay history. If any delinquencies the payment **may not** be excluded. **NOTE:** The above **does not apply** if the party paying the debt is an interested party to the subject transaction

Credit - Installment/ Revolving (cont.)	• **Student Loans in Repayment, Deferred, or Forbearance** All student loan payments, whether deferred, in forbearance, or in repayment must be included in the DTI calculation **Payment Included on Credit Report**: - If the payment is included on the credit report, the payment on the credit report will be used for qualifying (including income-driven payments) **NOTE**: If documentation is provided that indicates a different payment amount than what is on the credit report (i.e. the most recent student loan statement) the correct monthly payment amount may be used. The documentation supporting the correctly monthly payment must be retained in the loan file. A credit supplement may be obtained to reflect the correct monthly payment but is **not** required. **Payment Not Included on Credit Report**: - If the payment is not included on the credit report, or the credit report indicates $0, **one of the following two options must be used** to calculate the qualifying monthly payment: 1. 1% of the outstanding loan balance (even if the amount is lower than the actual fully amortizing payment), **OR** 2. A fully amortizing payment using the documented loan repayment terms • **Student Loans – Income Based Repayment (IBR)** - A $0 payment may be used when: - It is listed as $0 on the credit report (a credit supplement that documents the $0 payment is acceptable), **OR** - A letter from student loan servicer is obtained stating the payment is $0 • **Child Support/Separate Maintenance Payments** Child support or separate maintenance payments that are required to be paid due to a divorce decree, separation agreement or other legal document must be included in the borrower's monthly debt obligations if they will continue for > 10 months. Voluntary payments are **not required** to be considered in the DTI calculation. A copy of the divorce decree, separation agreement, court order, etc. must be obtained and retained in the loan file • **Alimony Payments** Alimony payments that are required to be paid due to a divorce decree, separation agreement or other legal document may be treated using one of the two following options: - The monthly payment may be deducted from the borrower's monthly qualifying income and the adjusted income figure is entered as the income amount in DU, **or** - The monthly payment may be included in the borrower's DTI calculation **NOTE:** If reducing the borrower's monthly income by the alimony payment, the amount of the alimony obligation is entered in DU as a negative amount under "Income Type" In the event the borrower also receives alimony income, this amount is combined with the amount of the alimony payment and entered as a net amount - A copy of the divorce decree, separation agreement, court order, etc. must be obtained and retained in the loan file • **IRS Tax Payment Plans** Borrowers in a valid payment plan are eligible subject to the following: - A Notice of Federal Tax Lien has **not** been filed in the county where the subject property is located, and - Copies of the approved IRS installment agreement that includes the repayment terms, including the monthly payment amount and the total amount due, **and** - The borrower has made a minimum of 1 months' scheduled payment and documentation of the payment(s) is required prior to disbursement of the new loan, **and** - A satisfactory payment history is required for all payments that have been made under the repayment plan and the borrower must be current (i.e. if 5 months payments have made as part of the repayment plan then all 5 months payments must be paid as agreed). Acceptable evidence of the payment history includes the most recent payment reminder from the IRS, reflecting the last payment amount and the date of the next payment amount owed and the due date, **and** - The payment must be included in the DTI calculation **NOTE**: If a tax lien **has been filed** the lien must be paid off prior to close

Credit Report/Scores	• Credit score is per DU Findings **NOTE**: Fannie Mae has a minimum credit score requirement of 620 • All borrowers are required to have a credit score and must meet the minimum credit score requirement provided by DU unless the borrowers meet all the requirements under the Non-Traditional Credit topics of these guidelines • Homebridge will accept a credit report, in the broker's name, from any Fannie Mae acceptable credit vendor. The credit report **must contain trended credit data**. • A tri-merged credit report is required for all borrowers. • If a borrower does not have sufficient credit to establish a credit score a non-traditional credit profile must be established. A tri-merged credit report is required to confirm the borrower does not have a credit score. If a credit score cannot be provided the credit report must accurately reflect the borrower(s) personal information (social security number, current address, etc.) • The representative credit score is determined as follows: - If there are three (3) valid scores, the middle score is used. If two of the three scores are a duplicate, the duplicate score is used. - If there are two (2) valid scores, the lower of the two is used - If there is one (1) valid score, that score is used The representative score for the loan is the lowest representative score for all borrowers. • The borrower(s) must address **all** credit inquiries indicated on the credit report within the previous 90 days, specifically **stating the name of the creditor(s)** and the result of the inquiry/inquiries (i.e. was new credit obtained or not). Examples of acceptable/unacceptable responses below: - **Acceptable Response**: "The inquiry/inquiries by Bank of America, Wells Fargo, etc. did not result in additional credit" - **Unacceptable Response**: "We did not obtain any additional credit as a result of the credit inquiry/inquiries listed on our credit report" (unacceptable since name of creditors **not** listed) • The credit report cannot be older than 4 months at time of funding or the expiration date received from DU, whichever is less. • Borrowers with a credit score, but the only tradeline(s) are medical tradelines, the loan will receive an "out of scope" finding which will require a manual underwrite. These transactions will be ineligible with Homebridge as Homebridge does not offer manual underwrites on Fannie Mae transactions
Credit Report/ Scores Non-Traditional Credit: Credit Requirements **Applies when:** **- No Borrower has a credit score, or** **- Borrower with credit score is contributing ≤ 50% of qualifying income**	**The following applies to non-traditional credit sources and there are no exceptions to these requirements:** • 0x30 in the previous 12 months on the housing payment, **and** • Only one (1) account (excluding the housing payment) can have a 30 day delinquency in the past 12 months, **and** • No collections (other than medical collections) or judgments have been filed in the past 24 months, **and** • Judgments and outstanding liens must be paid off prior to or at closing, **and** • Collections and charge-offs of non-mortgage accounts subject to DU Findings • **Homeownership Education/Counseling:** Homeownership education/counseling is only required when **all borrowers on the loan are relying solely on non-traditional credit to qualify**. Refer to the Homeownership Education and Counseling topic for requirements

Credit Report/Scores Non-Traditional Credit: Eligible Non-Traditional Credit Sources

Applies when:
- No Borrower has a credit score, **or**
- Borrower with credit score is contributing ≤ 50% of qualifying income

The chart below identifies the minimum number of non-traditional credit sources:

No Borrower has a Credit Score	One Borrower has a Credit Score
Each borrower must have a minimum of two (2) non-traditional credit sources documented for the most recent 12 months **NOTE**: One of the non-traditional credit sources **must include** a housing payment. If no borrower on the loan has a housing payment history the loan is ineligible. Borrowers living “rent-free” are ineligible	If the borrower **with the credit score** contributes: • **> 50%** of the income used for qualifying then **no non-traditional credit sources are required for the borrower(s) without a credit score** • **≤ 50%** of the income used for qualifying then the borrower(s) without a credit score must have a minimum of **two (2**) non-traditional credit sources **NOTE**: Housing may be provided by either the borrower with the credit score or without. The housing requirement must be met or the loan is ineligible Borrowers living “rent-free” are **ineligible**

The types of credit references that can be used to develop a non- traditional credit history are those that require the borrower to make periodic payments on a regular basis with intervals that are no longer than every three months.

The following sources are eligible:

- Rental housing payments (paid to landlord or management company or detailed on credit report; refer to the Standards for Documenting topic for documentation requirements),
- Privately-held mortgage payments not reported to credit bureau such as contract for deed payments or other similar arrangements, provided the payments are related to the borrower’s residence
- Real estate tax payments made on a primary residence regardless of payment frequency (applies to property owned free and clear)
- Utility bills (gas, water, telephone, television/cable, internet serves, etc.) Ineligible if included in the borrower’s rental payment,
- Cell phone payments,
- Medical insurance coverage (excluding payroll deductions),
- Car insurance payments,
- Life insurance policy payments (excluding payroll deductions),
- Payment of renter’s insurance,
- Payments on medical bills,
- Payments for childcare,
- Payment of school tuition,
- Rental payments for durable goods (e.g. car rental, etc.),
- Payments to local stores (e.g. department, furniture, appliance stores),
- A private loan obtained from an individual provided the repayment terms can be documented in a written agreement,
- Checking/savings account or voluntary payments made to a payroll savings plan or contributions to a stock purchase plan provided there was an increasing balance as a result of the deposits made over the most recent 12 months (contributions must have been made no less than quarterly),
- Wire remittance statements demonstrating a consistent amount of funds sent over the most recent 12-months.

Credit Report/Scores Non-Traditional Credit: No Borrower has a Credit Score	Transactions involving borrowers without established traditional credit (no credit score for any borrower) are eligible subject to the following: • Primary residence 1-4 unit properties (1-unit manufactured home eligible) and all borrowers will occupy the property • Purchase and rate/term transactions • Fixed rate only • Conforming loan amounts only; no high balance • An "Approve/Eligible" is received from DU • Borrowers must have a minimum of two (2) non-traditional credit sources, one of which must be a housing history**.** Borrowers without a 12-month documented housing history, including borrowers living "rent free", are **ineligible.** The payment history for the non-traditional credit must be for the most recent 12-months. Refer to the Eligible Non-Traditional Credit Sources topic for acceptable sources. • Housing history requirements - The borrower's housing payment history must be documented for the most recent 12 months. Refer to the Non-Traditional Credit: Standards for Documenting topic for acceptable documentation and exceptions. • If all borrowers on the loan are using non-traditional credit to qualify, at least **one** of the borrowers must complete a pre-purchase homeownership education course prior to loan closing and provide documentation of completion. Refer to the Homeownership Education and Counseling topic for requirements. • Refer to the Mortgage Insurance topic for MI eligibility
Credit Report/Scores Non-Traditional Credit: One Borrower has a Credit Score	Transactions involving a borrower(s) with traditional credit (has a credit score) and borrower(s) with non-traditional credit (no credit score) are eligible subject to the following: • Primary residence 1-unit properties only and all borrowers will occupy the property, **and** • Purchase and rate/term transactions, **and** • Fixed rate only, **and** • Conforming loan amounts only; no high balance, **and** • An "Approve/Eligible" is received from DU, **and** • If the borrower **with traditional credit** is contributing **> 50%** of the qualifying income, non-traditional credit sources are **not required** for the other borrower(s) on the loan. Follow DU Findings for housing history requirements. Transaction must meet all other requirements detailed above, OR • If the borrower **with traditional credit** (has a credit score) is contributing **50% or less** of the qualifying income the following **also** applies in addition to the above: - A 12-month documented housing history is required (no exceptions), **and** - A minimum 12-month payment history for, at minimum, one additional non-traditional credit source. Refer to the Eligible Non-Traditional Credit Sources topic and to the Non-Traditional Credit Requirements topic for additional information

Credit Report/Scores Non-Traditional Credit: Standards for Documenting and Number of Sources –

No Borrower has a Credit Score

Documenting Housing History

- The borrower's housing history must be documented as follows:
  - A credit report (must contain 12 months history and payment history), **or**
  - Cancelled checks, bank statements, copies of money orders, etc. and must clearly indicate the payee and the amount being paid, **or**
  - Direct verification of the payment of rent from the landlord (individual or professional management company) including payments made on a privately held mortgage.
- The 12 month housing history requirements and number of additional non-traditional credit sources, based on how housing history requirement is met, are detailed below:

Requirements		
One borrower on the loan **must have** a documented 12-month housing history (borrowers without a housing history, including borrowers living rent free, are **ineligible**)		
Borrowers NOT Jointly Obligated on Lease or Unrated Mortgage		
IF:	**THEN:**	
	Housing	**Number of Other Non-Traditional Credit Sources**
One borrower has a 12 month documented housing history:	• The housing history requirement for the loan **has been met** • The other borrower Is **not** required to document housing history	• **One (1) additional** non-traditional credit source is required for the borrower **with the housing history** • The **other** borrower must have **(2) non-traditional credit sources**
OR		
Borrowers ARE Jointly Obligated on Lease or Unrated Mortgage		
IF:	**THEN:**	
	Housing	**Number of Other Non-Traditional Credit Sources**
The borrowers live together with **no** joint non-traditional credit source:	The housing history has been satisfied for **both borrowers**	**One (1) additional** non-traditional credit source is required for **each** borrower
The borrowers are living together **and** have a **joint** non-traditional credit source:	The housing history has been satisfied for **both borrowers**	The joint account satisfies the (1) additional non-traditional credit source for **both borrowers**

The borrower's additional non-traditional credit sources may document the payment history utilizing several options as follows:

1. Directly from the creditor (Option 1 on following page), **or**
2. Directly from the borrower (Option 2 on following page), **or**
3. By obtaining a nontraditional credit report from a consumer reporting agency that includes the housing history and the additional credit source(s).

(topic continued on next page)

Credit Report/Scores Non-Traditional Credit: Standards for Documenting and Number of Sources – No Borrower has a Credit Score (cont.)	**Option 1: Documenting Individual Credit References Obtained from the Creditor** Individual credit references (excludes housing payment history – see the Documenting Housing History topic above for housing requirements) obtained directly from the creditor must include all of the following: • The creditor's name, • The name of the individual providing the information • The date the account was opened, • The amount of highest credit, • The current status of the account, • The required payment amount, • The unpaid balance, and • The payment history (for a minimum of the previous 12 months) The payment history must be stated in "number of times past due" format (0x30, 0x60, etc.) Fannie Mae will **not** accept statements such as "current", "satisfactory" or "pays as agreed" **Option 2: Documenting Payment History Obtained from the Borrower** Documentation obtained directly from the borrower is subject to the following: • The terms of the debt repayment or contract must clearly be stated, and • 12-months cancelled checks or copies of the bills marked "paid" for the most recent consecutive 12 months. **Option 3: Non-Traditional Credit Report** The non-traditional credit report must: • Include the information detailed on page 12 for borrowers with insufficient credit, **and** • The borrower's housing history for a minimum of 12 months, **and** A minimum of one additional non-traditional eligible credit source. Refer to the Eligible Non-Traditional Credit Sources topic for details.

Credit Report/Scores Non-Traditional Credit: Standards for Documenting and Number of Sources –

Borrower with Credit Score is Contributing ≤ 50% of Qualifying Income

Documenting Housing History

- The borrower's housing history must be documented as follows:
  - A credit report (must contain 12 months history and payment history), **or**
  - Cancelled checks, bank statements, copies of money orders, etc. and must clearly indicate the payee and the amount being paid, **or**
  - Direct verification of the payment of rent from the landlord (individual or professional management company) including payments made on a privately held mortgage.
- The 12 month housing history requirements and number of additional non-traditional credit sources, based on how housing history requirement is met, are detailed below:

<table>
<tr><th colspan="3">Requirements</th></tr>
<tr><td colspan="3">One borrower on the loan must have a documented 12-month housing history
(borrowers without a housing history, including borrowers living rent free, are ineligible)</td></tr>
<tr><th colspan="3">Borrowers NOT Jointly Obligated on Lease or Unrated Mortgage</th></tr>
<tr><td>IF:</td><td colspan="2">THEN:</td></tr>
<tr><td rowspan="2">The borrower with the credit score has the documented housing history:</td><td>Housing</td><td>Number of Other Non-Traditional Credit Sources</td></tr>
<tr><td>• The housing history requirement for the loan has been met
• The borrower without the credit score is not required to document housing history</td><td>The borrower without the credit score must have (2) non-traditional credit sources</td></tr>
<tr><td>The borrower without a credit score (the non-traditional credit borrower) has the documented housing history:</td><td>The housing history requirement for the loan has been met</td><td>One (1) additional non-traditional credit source is required for the borrower without the credit score</td></tr>
<tr><th colspan="3">OR</th></tr>
<tr><th colspan="3">Borrowers ARE Jointly Obligated on Lease or Unrated Mortgage</th></tr>
<tr><td>IF:</td><td colspan="2">THEN:</td></tr>
<tr><td rowspan="2">The borrowers live together with no joint non-traditional credit source:</td><td>Housing</td><td>Number of Other Non-Traditional Credit Sources</td></tr>
<tr><td>The housing history has been satisfied for both borrowers</td><td>One (1) additional non-traditional credit source is required for the borrower without the credit score</td></tr>
<tr><td>The borrowers are living together and have a joint non-traditional credit source:</td><td>The housing history has been satisfied for both borrowers</td><td>The joint account satisfies the (1) additional non-traditional credit source for the borrower without a credit score</td></tr>
</table>

The borrower's additional non-traditional credit sources may document the payment history utilizing several options as follows:

1. Directly from the creditor (Option 1 below), **or**
2. Directly from the borrower (Option 2 below), **or**
3. By obtaining a nontraditional credit report from a consumer reporting agency that includes the housing history and the additional credit source(s).

(topic continued on next page)

Credit Report/Scores Non-Traditional Credit: Standards for Documenting and Number of Sources – Borrower with Credit Score is Contributing ≤ 50% of Qualifying Income (cont.)	**Option 1: Documenting Individual Credit References Obtained from the Creditor** Individual credit references (excludes housing payment history – see the Documenting Housing History topic above for housing requirements) obtained directly from the creditor must include all of the following: • The creditor's name, • The name of the individual providing the information • The date the account was opened, • The amount of highest credit, • The current status of the account, • The required payment amount, • The unpaid balance, and • The payment history (for a minimum of the previous 12 months) The payment history must be stated in "number of times past due" format (0x30, 0x60, etc.) Fannie Mae will **not** accept statements such as "current", "satisfactory" or "pays as agreed" **Option 2: Documenting Payment History Obtained from the Borrower** Documentation obtained directly from the borrower is subject to the following: • The terms of the debt repayment or contract must clearly be stated, and • 12-months cancelled checks or copies of the bills marked "paid" for the most recent consecutive 12 months. **Option 3: Non-Traditional Credit Report** The non-traditional credit report must: • Include the information detailed on page 12 for borrowers with insufficient credit, **and** • The borrower's housing history for a minimum of 12 months, **and** A minimum of one additional non-traditional eligible credit source. Refer to the Eligible Non-Traditional Credit Sources topic for details.
Deed / Resale Restrictions	Properties with age related restrictions (55+ communities) are eligible subject to Fannie Mae requirements. All other properties subject to deed/resale restrictions are ineligible.

Derogatory Credit	

Derogatory Credit

Bankruptcy

Derogatory Event	Waiting Period	Extenuating Circumstances
Chapter 7 or 11 BK	• 4 years from discharge to the disbursement date of the new loan	• 2 years from discharge date The maximum LTV is the lesser of 90% LTV or the maximum LTV allowed for the program
Chapter 13 BK	• 2 years from discharge date to the disbursement date of the new loan, **or** • 4 years from dismissal date to the disbursement date of the new loan	• 2 years from dismissal The maximum LTV is the lesser of 90% LTV or the maximum LTV allowed for the program
Multiple BK Filings*	• 5 years if more than one filing in the previous 7 years	• 3 years from discharge/dismissal

* NOTE: Two or more borrowers with individual bankruptcies are not cumulative and are not considered multiple bankruptcies (e.g. the borrower has a bankruptcy and the co-borrower has a bankruptcy, FNMA does not consider this multiple BKs)

- Extenuating circumstances are considered isolated events that are beyond the borrower's control that result in a sudden, significant and prolonged reduction in income or a large increase in the borrower's financial obligations (e.g. death of a borrower, layoff, serious illness, divorce, etc.)
  - Acceptable documentation to support extenuating circumstances and that illustrate factors that contributed to the borrower's inability to resolve the problem is required (e.g. copy of divorce decree, layoff notice, death certificate, medical bills, tax returns, property listing agreements, etc.).
  - Additionally a letter of explanation from the borrower explaining the relevance of the documentation is required.

  NOTE: An "Approve/Eligible" Finding is still required even when considering extenuating circumstances; manual underwriting is not allowed on Agency loans.
- If mortgage debt was fully discharged through the bankruptcy, even if there was a subsequent completed foreclosure action to reclaim the property, bankruptcy waiting periods may be applied, not foreclosure waiting periods if documentation is provided to verify the mortgage was fully discharged in the bankruptcy. If documentation cannot be provided, the greater of the applicable bankruptcy or foreclosure waiting period is applied.

Consumer Credit Counseling

Follow DU Findings

Delinquent Child Support

Delinquent child support must be paid current or in a payment plan. On a case-by-case basis this requirement may be waived subject to underwriter review.

Garnishments

All garnishments with more than ten (10) months remaining must be included in the borrower's DTI calculation as recurring debt. Garnishments are not required to be paid off.

Judgments

Open judgments and all outstanding liens appearing on the Public Records section of the credit report must be paid off prior to or at closing. Documentation of sufficient funds to satisfy these obligations must be obtained.

Mortgage Charge-offs

If the charge-off account was a mortgage a 4 year waiting period (2 years with extenuating circumstances) applies. Refer to the Deed-In-Lieu/Pre-Foreclosure topic for requirements

Tax Liens

Must be paid prior to closing

Derogatory Credit (cont.)	**Collections/Charge-offs/Judgments**
	The following applies to collection and charge-off accounts (**excluding** medical collection accounts; medical collection accounts **are excluded** from the below requirements):
	• Past-due accounts (that have not gone to collection) must be brought current.
	• **One Unit Owner-Occupied Primary Residence**:
	  - The borrower is not required to pay off outstanding collections or charge-offs regardless of the amount.
	• **Two-to-Four Unit Owner-Occupied Primary Residence and Second Home**
	  - If the combined total of collections and charge-offs accounts is greater than $5,000, the accounts must be paid in full prior to or at closing
	• **Investment Property**
	  - Individual accounts greater than or equal to $250.00 or, if the combined balance of all accounts is greater than $1000.00, the accounts must be paid in full prior to or at closing.
	NOTE: At underwriter discretion payoff of collection/charge-off accounts may be required.
	Foreclosure
	A previous foreclosure is subject to the following:
	• A 7 year waiting period, measured from completion date to the disbursement date of the new loan, is required
	• A 3 year waiting period with documented extenuating circumstances*. The following also applies:
	  - Maximum LTV/CLTV is the lesser of 90% or the program maximum
	  - Borrower must be purchasing a primary residence, or
	  - A limited cash-out refinance is permitted on all property types subject to eligibility requirements.
	• If mortgage debt was discharged through the bankruptcy, even if there was a subsequent completed foreclosure action to reclaim the property, bankruptcy waiting periods may be applied, not foreclosure waiting periods if documentation is provided to verify the mortgage was discharged in the bankruptcy. If documentation cannot be provided, the greater of the applicable bankruptcy or foreclosure waiting period is applied.
	Deed-in-Lieu/Pre-Foreclosure (Short Sale/Short Pay-off)
	A previous deed-in-lieu (short sale/short pay-off) is subject to the following:
	• A 4 year waiting period, measured from event end date to new loan disbursement date is required.
	• A 2 year waiting period is eligible with documented acceptable extenuating circumstances*.
	NOTE: Disbursement date is defined as the date the loan funds are disbursed for the subject mortgage. The disbursement date may occur on or after the Note date.
	***Extenuating Circumstances**
	An extenuating circumstance is defined by Fannie Mae as a non-recurring event that was beyond the borrower's control that resulted in a sudden, significant and prolonged significant reduction in income (e.g. job loss, divorce, serious illness, etc.) or a catastrophic increase in financial obligations (e.g. large medical bills).
	An extenuating circumstance must be fully documented. Copies of any paperwork substantiating the event such as divorce decree, job layoff notice, severance papers, medical bills, etc. must be provided.
	Additionally copies of any documents substantiating the borrower's inability to resolve the problems resulting from the event such as insurance claims, unemployment paperwork, listing agreements, tax returns (covering the period of the event; before, during and immediately after) etc., are required.
	A letter of explanation from the borrower, explaining the event and documentation provided is also required.

Derogatory Credit (cont.)	**Disputed Accounts** Disputed accounts are subject to DU Findings. • When an "Approve/Eligible" is received **and** the DU message indicates **no further action** required no documentation is required • When an "Approve/Eligible" is received **and** the DU message indicates the disputed account must be researched to determine if the account belongs to the borrower the underwriter must research and document their findings. - If upon research the underwriter determines the account **does not** belong to the borrower **no further action required.** An updated credit report is **not required** - If the underwriter determines the account **does** belong to the borrower the loan is **ineligible** as Fannie Mae requires a manual underwrite and Homebridge does not offer manual underwriting on conventional loans NOTE: If any finding other than an "Approve/Eligible" is received the loan is also ineligible as Fannie Mae requires a manual underwrite **Re-Established Credit Requirements** After a foreclosure, bankruptcy, deed-in-lieu, or pre-foreclosure borrowers are required to have re-established good traditional credit. Re-established credit is met if **all** of the following are met: • The above detailed waiting periods and related additional requirements are met • The loan receives an "Approve/Eligible" Finding from DU • The borrower has established new traditional credit (non-traditional credit is **not** acceptable)
Down Payment Assistance (Community Seconds)	**General Requirements** • If using a Community Second, **the program must currently be approved by Homebridge**; refer to the Approved DPA/Community Seconds Program list located under Working With Us on the Homebridge website at www.homebridgewholesale.com for eligible programs. • Fannie Mae minimum borrower contribution requirements apply; refer to the Gift Funds topic for borrower contribution requirements • The interest rate for the community second must be fixed and may not be more than 2% higher than the initial Note rate of the first mortgage • Any topics not addressed, Fannie Mae community seconds requirements must be met **Repayment of the Community Second** • The repayment terms of the second must be structured in a way acceptable to Fannie Mae which includes: - Requiring fully amortizing, equal monthly payments, **or** - Deferring payments for a period of time before changing to fully amortizing, equal monthly payments -- If deferred 5 or more years, the payment is **not** included in the DTI, -- If deferred < 5 years include the payment in the DTI, **or** - Deferring payments over the entire term, unless the loan is paid off or the property is sold before the maturity date of the mortgage, **or** - Forgiving the debt over time • If the second is provided by the borrower's employer, the employer may include terms that require full repayment if the borrower's employment terminates (voluntarily or involuntarily) before the maturity date of the mortgage • The second cannot provide for negative amortization, however if negative amortization occurs due to a deferred payment the negative amortization is acceptable provided: - The amount of the scheduled monthly deferred interest for any calendar month within the initial 5 years may never exceed the scheduled monthly principal payment of the **first mortgage** for the same month, **and** - Interest is accrued on a simple-interest basis at a fixed rate, **and** - The accrued interest is fully deferred until: -- The sale or transfer of the property, -- The loan is refinanced, or the first mortgage is paid in full, or -- Declaration of an event of default under the second Note or the security instrument (see Example on next page)

Down Payment Assistance (Community Seconds) (cont.)	***Example:*** In this example, the loan is eligible as the amount of deferred accrued interest for July on the second is less than the scheduled principal payment for the first for the same month:

Note Date: May **First Payment Date**: July	**First Mortgage**	**Community Second**
UPB	$150,000	$30,000
Interest Rate	5%	7%
Maximum Accrued, Deferred Interest – July	N/A	$175 ($30K @ 7% / 12)
Scheduled Principal Payment - July	$180.23	N/A

DTI

DTI is per DU

NOTE: Cash-out transactions with a DTI > 45%, DU will require 6 months reserves

Refer to the Mortgage Insurance topic for information if DTI > 45%

Included in the DTI Calculation

The borrower's total monthly obligation includes the following:

- The housing payment (**mortgage or rent**) for each borrower's **primary** residence:
  - If subject loan is the borrower's primary residence, use the PITIA and qualifying payment amount
  - If there is a non-occupant co-borrower use the PITIA mortgage payment **or rental** payment. See **Rental Payment Documentation** below for acceptable documentation of rental payment
  - If the subject loan is a second home or investment property, use the PITIA mortgage payment **or rental payment**. See **Rental Payment Documentation** below for acceptable documentation of rental payment
- The qualifying payment if the subject loan is for a second home or investment property
- The monthly payment on installment debt and other mortgage debt with > 10 months payments remaining **OR,** if ≤ 10 months payments remaining, **AND** the debt significantly impacts the borrower's ability to meet credit obligations
- Monthly payments on installment debt secured by virtual currency,
- Any debt secured by virtual currency,
- Lease payments regardless of length remaining
- Monthly alimony, child support or maintenance payments > 10 months
- Monthly payments for other recurring monthly obligations, and
- Any net loss from a rental property

Refer to the Credit: Installment/Revolving topic for additional details

Rental Payment Documentation

The following examples are acceptable documentation to verify rental payment:

- Six (6) months canceled checks (or equivalent payment source), or
- Six (6) months bank statements clearly showing the rental payment consistently made to an organization or individual, or
- Direct verification of rent from a management company or landlord, or
- A copy of the current, fully executed lease agreement and two (2) months canceled checks (or equivalent) supporting the rental payment amount. Rental payment on the lease must be reflected in U.S. dollars (**cannot** be listed as virtual currency)

Court Ordered Assignment of Debt

Debt that has been assigned by order of the court is not required to be included in the borrower's DTI calculations; however the payment history for the debt prior to its assignment must be reviewed.

Employment	• A two year employment history is generally required for both wage earner and self-employed borrowers. • Wage earner borrowers with less than 24 months employment history may be considered if the Homebridge underwriter can document positive employment factors that reasonably offset the shorter income history • **Loans with a DU Casefile Created prior to January 1, 2024:** Self-employed borrowers with 12-24 months history of self-employment may be eligible subject to Homebridge management review and the following: - The most recent signed tax returns reflect the receipt of income at the same or greater level in a field that provides the same products or services as the current business or an occupation with similar responsibilities as the current business - The borrower's level of experience and the amount of business debt will be considered • **Loans with a DU Casefile Created on or after January 1, 2024:** Self-employed borrowers with 12-24 months history of self-employment may be eligible subject to Homebridge management review and the following: - The most recent signed personal **and** business federal tax returns reflect a full year (12 months) of self-employment income **from the current business** - The receipt of income at the same or greater level in a field that provides the same products or services as the current business **or** an occupation with similar responsibilities as the current business must be documented - The borrower's level of experience and the amount of business debt will be considered • A verbal verification of employment (VVOE) is required within10 calendar days of the Note date for salaried borrowers and within 120 calendar days of the Note date for self-employed borrowers. • A military Leave and Earnings Statement, dated within the 30 days prior to the Note date, is acceptable for active duty military in lieu of a VVOE • A current paystub with YTD income and most recent W-2s are required for wage earners. • Self-employed borrowers require verification of the business by a third party source (e.g. CPA, **or** Federal Tax ID Certificate, **or** Business License, etc.). Self- employed borrowers are individuals who have 25% or greater ownership interest in a business (partnership, S Corp, or corporation) or 100% ownership for a sole proprietorship. • Employment and income commencing after the Note date; the income from new employment may be considered when qualifying the borrower subject to: - A copy of the signed employment offer/contract is provided which clearly identifies the employer, the borrower as the employee, the terms of employment, position, type and rate of pay and start date, and - The borrower cannot be employed by a family member or by an interested party to the transaction, - **Homebridge management review and approval**
Escrow Holdbacks	Homebridge offers the Home Fixer-Repair Escrow Option Program which allows escrow holdbacks subject to the following: • Repairs cannot affect the safety or habitability of the property • Repair work is limited to a maximum of $5,000 • An estimate from a licensed contractor or qualified professional is required, detailing all repairs • Homebridge will hold 1.5 times of the repair estimate. Borrowers using their own funds to establish the escrow holdback account must have sufficient documented assets to cover the down payment, closing costs and escrow holdback funds. • All repairs must be completed within 14 calendar days of closing and the final inspection must be completed within 72 hours of completion. **NOTE**: Properties that do not meet the "average condition" appraisal requirement may be eligible for an Escrow holdback. If an escrow holdback is approved, the appraiser must confirm the work completed will bring the property up to average condition.
Escrow/Impound Account	• > 80% LTV required unless prohibited by state law; CA loans ≥ 90% LTV • ≤ 80% LTV not required; refer to rate sheet for pricing adjustment **Reminder**: If flood insurance is required, escrow/impounds are required **regardless of LTV;** escrows **cannot** be waived

Financed Properties	• **Owner-occupied properties**: Unlimited
	• **Second home and investment (conforming and high balance loan amounts)**: Maximum of 10 residential properties may be financed including the borrower's principal residence (see Calculating the Reserve Requirement for Multiple Financed Properties topic. The following applies when the borrower has multiple financed properties:
	- Purchase, rate/term and cash-out transactions eligible.
	- Minimum credit score 720 when the borrower has **7-10** additional financed properties
	- Additional reserve requirements apply:
	  - **1-4 additional financed properties**: 2% of the aggregate unpaid principal balance
	  - **5-6 additional financed properties**: 4% of the aggregate unpaid principal balance
	  - **7-10 additional financed properties**: 6% of the aggregate unpaid principal balance
	The applicable percentage is applied to the aggregate outstanding UPB for all mortgages and HELOCS on the other financed properties
	Determining the Number of Financed Properties
	The number of financed properties is cumulative for all borrowers (jointly owned are only counted **once**) and the count includes the actual number of properties that are financed not the number of mortgages on the property or the number of mortgages sold to Fannie Mae.
	• When determining the number of financed properties the following is **included**:
	  - All 1-4 unit residential properties where the borrower is **personally obligated** on the loan (even if the monthly housing expense is excluded from the DTI due to the debt being paid by another party; see the Contingent Liabilities Co-Signed Debt – Mortgage for details), **and**
	  - The borrower's principal residence if it is financed
	• Properties owned in the name of an LLC are **not included** in the calculation **unless the borrower is personally obligated on the loan.**
	• The following property types are **not included** in the calculation **even when the borrower is personally obligated on the mortgage:**
	  - Commercial real estate,
	  - Multifamily property consisting of 5 or more units,
	  - Ownership in a timeshare,
	  - Ownership of a vacant lot (residential or commercial, or
	  - Ownership of a manufactured home on a leasehold estate not titled as real property
	Calculating the Reserve Requirement for Multiple Financed Properties
	The borrower's primary residence and the subject property are **not** included in the additional reserve calculations. The reserve requirement is determined using the aggregate UPB of the remaining financed properties.
	Not Included when Calculating Reserves
	The following are **not** included when calculating the additional reserves required:
	• The borrower's primary residence,
	• The subject property,
	• Property that are sold or pending sale, or
	• Accounts that will be paid by closing
	Included when Calculating Reserves
	- Any financed property owned by the borrower (excluding those listed under Not Included When Calculating Reserves topic) that the borrower is personally obligated on the mortgage
	• Homebridge limits its exposure to a maximum of 4 loans per borrower.

Gift Funds

- Gift funds, from an acceptable donor, may be used for all or part of the down payment, closing costs, or reserve requirements, for both conforming and high balance loan amounts, as long as the borrower meets the minimum contribution requirements detailed below.

LTV/CLTV	Property Type	Minimum Contribution from Borrower Own Funds
≥ 80.01% MI company guidelines apply	1-unit primary residence	A minimum contribution from borrower's own funds not required. All funds may be a gift.
	2-4 units, second home	5% borrower contribution required*. Gifts may be used after the borrower own funds contribution is met.
≤ 80%	1-4 unit primary, second home	Not required. All funds may come from a gift.

* When a gift from an acceptable donor, who has lived with the borrower for the previous 12 months, is being pooled with the borrower's funds for the down payment, the gift is considered the borrower's own funds and may be used to satisfy the borrower contribution requirement as long as both parties will continue to occupy the subject property as their primary residence. A certification, signed by the donor, confirming they have lived with the borrower for the prior 12 months **and** will occupy the subject property is **required**. Additionally, documentation that confirms the history of shared residency (e.g. driver's license, bill, etc.) must be provided (donor/borrower address must match)

- Gift funds are not allowed on investment transactions
- Gift funds/gift of equity acceptable donors are as follows:
  - A relative, defined as the borrower's spouse, child, or other dependent, or by any other individual related to the borrower by blood marriage, adoption or legal guardianship, or
  - A non-relative that shares a familial relationship with the borrower is defined as a domestic partner (or relative of the domestic partner), an individual engaged to marry the borrower, former relative, or godparent.

  NOTE: Gift funds from the seller of the property are eligible if the seller is an acceptable donor, per the above, **AND** the seller of the property is **not** affiliated with any other interested part to the transaction
- Gift funds, sourced from an estate of an acceptable donor **or** a trust established by an acceptable donor, are eligible. The gift letter must be signed by the donor **and** list the name of the trust or the estate account
- Funds provided by a donor who is on the purchase agreement and on title, but is not obligated on the loan, (title-only individuals) are acceptable **and** <u>are not</u> **considered a gift**
- The gift fund donor cannot be affiliated with the builder, developer, real estate agent, broker, or any other interested party to the transaction (including borrower's parent who is the seller/buyer's agent and giving commission earned or other cash gift to the borrower for down payment)
- The gift must be evidenced by a gift letter, signed by the donor and it must:
  - Specify the dollar amount,
  - Be signed by the donor and the borrower,
  - Specify the date the funds were transferred,
  - Indicate the donor(s) name, address, phone number, and relationship to the borrower, and
  - Include a statement by the donor that no repayment of the gift funds is expected.

  NOTE: If the gift funds are from an estate or trust established by an acceptable donor, the gift letter must also list the name of the trust or estate account
- The transfer of the gift funds must be documented. Acceptable documentation includes:
  - Copy of the donor's cancelled 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, or
  - The settlement statement showing receipt of the donor's check, or
  - Evidence of the electronic transfer of funds from the donor's account to the borrower's account or to the closing agent
- If funds not transferred prior to settlement, documentation the donor gave the closing agent the gift funds in the form of a certified/cashier's check or other official check.

Gift of Equity	• Eligible on primary residence and second home purchase transactions. • A gift letter must be provided (refer to gift funds above for gift letter requirements). • The CD must indicate "gift of equity". If the above requirements are met, the gift of equity is not subject to the IPC requirements. The donor of the gift of equity is not considered an interested party **NOTE:** A gift of equity from the seller of the property is eligible if the seller is an acceptable donor, **AND** the seller of the property is **not** affiliated with any other interested party to the transaction

Homeownership Education and Housing Counseling	Homeownership education or housing counseling applies to the following transactions:
	• Purchase transactions with an LTV/CLTV/HCLTV > 95% **AND all** borrowers are first time homebuyers
	• **All** borrowers on the transaction are relying solely on non-traditional cred to qualify. At least one borrower must complete homeownership education prior to loan closing
	The following options are available to satisfy FNMA's homeownership education or housing counseling requirement
	<u>Homeownership Education</u>
	• Homeownership education may be provided by any third-party provider. The provider's content must be aligned with one of the following:
	  - The National Industry Standards (NIS) for Homeownership Education and Counseling, **OR**
	  - HUD
	NOTE: Fannie Mae offers HomeView, a certificate course for first time home buyers, which satisfies the education requirement
	• The education may be in-person, via the internet, telephone, or a hybrid format
	NOTE: In lieu of homeownership education the borrower may elect to complete housing counseling (see below for updated requirements)
	• The Homebridge underwriter is responsible to confirm the course content is aligned with NIS or HUD standards
	• A copy of the course completion certificate must be provided and will be retained in the loan file
	<u>Homeownership Counseling</u>
	• Housing counseling must be provided by a HUD-approved agency and meet HUD standards
	  - HUD-approved agencies include affiliated agencies participating in a HUD program through a HUD-approved intermediary or State Housing Finance Agency
	  - The below links are provided to assist in located a HUD-approved housing counseling agency
	    o Nationally HUD-Approved Housing Counseling Agencies
	    o Find a local housing counselor by zip code: Consumer Financial Protection Bureau
	• Housing counseling, completed prior to loan closing, satisfies FNMA's homeownership education requirement.
	  - A copy of the certificate of course/counseling completion must be retained in the loan file
	<u>Supplemental Consumer Information Form (FNMA/FHLMC Form 1103)</u>
	• The ***Homeownership Education and Housing Counseling*** section of Form 1103, **Supplemental Consumer Information Form** must be completed for all transactions where the borrower was required to complete homeownership education **or** counseling (i.e. form 1103 must be completed for borrowers who chose to complete an education course **and** for borrowers who chose to complete counseling)

Income	Income documentation is determined by DU however, at underwriter discretion, additional documentation may be required. • **Wage Earner Borrowers**: - At minimum, a current paystub with YTD earnings, dated no more than 30 days prior to the loan application date, and the most recent W-2 is required • **Self-Employed Borrowers - Tax Return Requirements and <u>DU Casefile Created Prior To January 1, 2024</u>** - Copy of the most recent 2-years signed federal individual and business tax returns with all schedules. If DU requires business returns business tax transcripts will be required. The requirement for business tax returns **may be waived** if: - The borrower is using personal funds for down payment and closing costs and to satisfy applicable reserve requirements - The borrower has been self-employed in the same business for a minimum of 5 years - The borrower's individual tax returns show an increase in self-employment income over the past 2-years. - Copies of the most recent 1 year of personal and business tax returns are eligible **only when DU Findings allow**. The following is required: - Signed individual and business federal tax returns for the most recent year that **reflect a minimum of 12 months self-employment income** ***Example***: If 2023 tax returns used for qualification, documentation must be provided the borrower's business was in existence **on or before** 12/31/22 to meet the full 12 months self-employment requirement. • **Self-Employed Borrowers – Tax Returns/Verification of Income: <u>DU Casefile Created on or after January 1, 2024</u>** - Copy of the most recent 2-years signed federal individual and business tax returns with all schedules, **or** - IRS issued transcripts for the borrower's most recent 2-year's individual and business federal tax returns - DU will issue a message permitting 1-year of personal and business tax returns when the following is applies: - The business has been in existence for a **minimum of 5 years** (as reflected on the 1003) measured from business start date to DU casefile date, and - The borrower has had a minimum of 25% or more ownership in the business **for 5 consecutive years:** ○ **Partnerships, S-Corps, and Corporations:** The federal income tax return for the business must support the information reflected on the loan application. If the business was in existence prior to the borrower having 25% or more ownership for at least 5-years consecutively, documentation must be provided the borrower has had 25% or more ownership for at least 5-years consecutively. ○ **Sole Proprietorships:** The individual federal tax return and any other documentation or information received must support the information reflected on the loan application for the number of years the business has been in existence - All businesses are assessed separately for the 5-year in existence benchmark and the number of years of personal and federal income tax returns - The Homebridge underwriter will complete a cash flow analysis which will be retained in the loan file **NOTE:** Alternative documentation to establish 5-years existence of the business may be provided as long as it clearly identifies the specific business and is supported by the most recent year tax returns. The documentation must be obtained from a reliable source (e.g. IRS issued employer identification number confirmation letter, business license, articles of incorporation or partnership agreements) (cont. on next page)

Income (cont.)	- When 2 years of signed individual federal tax returns are provided, the requirement for business tax returns may be waived if:
	  - The borrower is using personal funds to pay down payment and closing costs and satisfy applicable reserve requirements, and
	  - The borrower has been self-employed in the same business for at least 5-years, and
	  - The borrower's individual tax returns show an increase in self-employment income over the past 2-years from the respective business
	• **Self-Employed Co-Borrowers**:
	  - When income from a self-employed co-borrower is **not used** for qualifying purposes, the self-employed co-borrower's income (or loss) is **not** required to be documented
	  - If the borrower is personally obligated on any business debt that debt must be included in the borrower's DTI calculation.
	• **Self-Employed - Profit and Loss Statements**
	  - A year-to-date Profit & Loss (P&L) statement and balance sheet may be required, at underwriter discretion, if more than a calendar quarter has elapsed since date of most recent calendar or fiscal-year end tax return was filed by the borrower (borrower prepared is acceptable).
	• **Self-Employed Income or Loss from a Sole Proprietorship Reported on Schedule C**
	  - Schedule C will be reviewed to determine whether the income reported is recurring or non-recurring
	  - Non-recurring income must be **deducted** in the cash-flow analysis, including any exclusion for meals and entertainment expenses reported on Schedule C
	  - Recurring items claimed by the borrower on Schedule C must be added back to the cash-flow analysis. The following recurring items must be added back:
	  - Depreciation,
	  - Depletion,
	  - Business use of home,
	  - Amortization, and
	  - Casualty losses
	• **Self-Employed Income or Loss from S Corp or LLC Reported on Schedule K-1: Borrower has <u>25% or More</u> Ownership:**
	  - When the borrower has **25% or more** ownership interest in the business, the following applies:
	    - Only the borrower's proportionate share of the earnings reflected on Schedule K-1 is used when calculating the borrower's income.
	    - The income on Schedule K-1 is **only eligible** if documentation is provided that confirms:
	      o The income was actually distributed to the borrower and is consistent with the level of business income being used to qualify, **or**
	      o The business has adequate liquidity to support the withdrawal of earnings
	• **Length of Self Employment**
	Refer to the <u>Employment</u> topic for length of self-employment requirements
	• Military borrowers may receive pay in addition to their base pay which may include flight or hazard pay, rations, clothing allowance, quarters allowance, proficiency pay, etc. This additional income is acceptable as a stable source of income if it can be documented the source of the additional income will continue. Income received by reservists is also eligible as secondary employment income when documentation provided it is stable and likely to continue.
	• **Borrowers Employed by Family Members**
	  - Two (2) years' tax returns required to support the income
	  - Borrower's current income documentation (based on DU "Approve/Eligible" Findings) can be used to qualify the loan as long as the two (2) years tax returns evidence the following:
	    - Borrowers do **not** have any ownership interest in the business, **and**
	    - Any significant increase or decrease noted in the borrower's tax returns is satisfactorily explained
	• **Employment and Income Commencing After the Note Date:** Income from new employment may be considered when qualifying the borrower subject to **Homebridge management review and approval** and the following :
	  - A copy of the signed employment offer/contract is provided which clearly identifies the employer, the borrower as the employee, the terms of employment, position, type and rate of pay and start date, and
	  - The borrower cannot be employed by a family member or any interested party to the transaction

Income (cont.)	**Other Sources of Income:**
	DU determines the documentation, verification and continuation requirements.
	• **Alimony/Child Support:** Alimony or child support must continue for a minimum of 3 years after the application date and payment must be documented with divorce decree or separation agreement. Receipt of the alimony income must be documented for the most recent six (6) months. Document with bank statements, deposit slips, etc.
	• The full amount of **child support** income may be used for qualifying without documentation that the income is non-taxable
	NOTE: Fannie Mae **does not allow** voluntary or proposed alimony/child support to be included in the income calculations
	• **Automobile Allowance**: The full amount of an automobile allowance is included as income when there is a minimum two (2) year history of receipt. Refer to the Credit -Installment - Revolving topic for requirements regarding DTI calculation
	• **Contract for Future Employment** - Income from a job that the borrower is scheduled to start is eligible subject to all of the following:
	- Transaction must be a 1-unit, owner-occupied purchase
	- The borrower must be scheduled to begin employment within 90 days from Note date
	- The borrower cannot be employed by a family member or any interested party to the transaction
	- The borrower will be qualified upon fixed based income
	- A copy of the offer/contract for employment, signed by the employer/union* and the borrower, is required and must include the following:
	  - The employer's name,
	  - The borrower's name,
	  - The terms of employment, including position, type and rate of pay, and the borrower's start date which must be within 90 days of the Note date,
	  - The employment cannot have any contingencies. If any conditions to the employment exist they must be cleared prior to loan closing, **and**
	  - Financial reserves in addition to those required by DU sufficient to cover PITIA payments for the subject property for 6 months **<u>or</u>** current income sufficient to cover the monthly liabilities included in the DTI ratio, including the PITIA for the subject property for the number of months between the Note date and the employment start date, **plus 1** month.
	*NOTE: The union may provide the executed employment offer or contract for future employment if the borrower is a union member who works short-term job assignments (skilled construction worker, longshoreman, etc.)
	• **Public Assistance:** Public assistance income is eligible and must be documented as follows:
	- Obtain documentation from the public agency providing the assistance that includes the amount, frequency, and duration of the benefit payments
	- **The income must continue for a minimum of 3 years from the application date**
	• **Rental Income**: Refer to the Income - Rental topic for requirements when using rental income for qualifying
	• **Restricted Stock Units/Restricted Stock:** Eligible as a source of income as follows:
	- The restricted stock is vested **and** been distributed to the borrower without restriction
	- **Performance-Based Awards**:
	  - A minimum 24 month history of receipt of restricted stock income from the **current employer** is generally required
	    o Restricted stock income received 12 to 24 months from the **current employer** may be considered as acceptable income if there are positive factors that offset the shorter income history (e.g. future vesting equal to or greater than previous vesting that will continue for at least 24 months or restricted stock income received for the previous 5 years from **any** employer)
	- **Time-Based Awards:**
	  - A minimum 12 months history of receipt of restricted stock income from the current employer is required
	  - Three (3) years continuance of the income must be documented **if the receipt of income was a one-time event**. Continuance **not required** to be documented if the income was awarded in multiple consecutive years
	NOTE: Sign-on bonuses received in the form of restricted stock that vest over any length of time **cannot** be considered as qualifying income
	(cont. on next page)

Income (cont.)	**Restricted Stock Units/Restricted Stock** (cont.)
	- **Documentation** of the following must be provided:
	  - Evidence the stock is publicly traded,
	  - The current vesting schedule reflecting past and future vesting,
	  - The brokerage or bank statement showing receipt of the previous year(s) distribution and, at a minimum, the number of vested shares or the cash equivalent
	  - The borrower's recent paystub showing receipt of the income, and
	  - The borrower's W-2s covering the most recent 2-year period
	- **Income Calculation**:
	  - Calculation of income for the restricted stock varies depending on whether the income is received in the form of shares or cash and the length of time the borrower has received the compensation
	  - **Income Paid in Shares:**
	    ○ The 200 day moving average of share price **multiplied by** the total number of distributed vested shares (pre-tax) in the most recent 24 months **divided by** 24 months is used to calculate the income
	  - **Income Paid in Cash:**
	    ○ The total cash distributed (pre-tax) equal to the total value of vested shares in the most recent 24 months **divided by** 24 months is used to calculate the income
	NOTE: If the income has been received from 12-23 months, **the actual number of months the borrower has received the income instead of 24 months is used to calculate the income**
	• **Retirement/Pension and Government Annuity Income**: Eligible subject to the following:
	- Document current receipt of the income with one of the following:
	  - A statement from the organization(s) providing the income, or
	  - Copy of the retirement award letter or benefit statement, or
	  - Copy of signed tax returns, or
	  - Copy of financial/bank statements, or
	  - W-2 or 1099
	- If retirement income is paid in the form of a distribution from a 401(k), IRA/Keogh retirement account, determine whether the income will continue for a minimum of three (3) years after the application date.
	  - Eligible retirement account balances may be combined for the purpose of determining if the 3-year continuance requirement is met, and
	  - Confirm the borrower has **unrestricted access, without penalty,** to the accounts
	- If the income from a government annuity or a pension account will begin on or before the first payment date of the new loan, document the income with a benefit statement from the organization providing the income. The statement must specify the income type, amount, and frequency of the payment and include confirmation of the initial start date
	• **Schedule K-1 Income: Borrower has L<u>ess Than 25%</u> Ownership:** The following applies to borrowers who have **less than 25%** ownership of a partnership, S corporation or an LLC. Schedule K-1 income is subject to the following:
	- The borrower must provide the most recent 2 years of signed federal tax returns and Schedule K-1
	- The income on Schedule K-1 is **only eligible** if documentation is provided that confirms:
	  - The income was actually distributed to the borrower and is consistent with the level of business income being used to qualify, **or**
	  - The business has adequate liquidity to support the withdrawal of earnings
	- Only the borrower's proportionate share of the earnings reflected on Schedule K-1 is used when calculating the borrower's income.
	NOTE: If the borrower provides business tax returns, the Underwriter is not required to analyze the viability of the business
	- If the borrower has a 2-year history of receiving "guaranteed payments to the partner" from a partnership or LLC, these payments may be added to the borrower's cash flow
	NOTE: If the borrower has recently acquired nominal ownership in a professional services partnership (e.g. medical practice, law firm) after having an established employment history with the partnership, the 2-year requirement may be waived and the borrower's guaranteed compensation may be used. Documentation must be provided evidencing the borrower's partnership agreement and current YTD income.

Income (cont.)

- **Seasonal Income:** Seasonal income may be used for qualifying income if the borrower has a minimum 2-year history of receipt. Verification of continuance is **not required.** Seasonal unemployment compensation is only eligible if it can be documented, is clearly associated with seasonal layoffs, is expected to recur, and is reported on the borrower's tax returns.
- **Secondary Employment Income**: Secondary employment income is income from a second job or multiple jobs (different employers acceptable) a borrower may have. Secondary employment income is eligible for qualifying income as long as the income was received consistently. Additionally:
  - The income must be received for a minimum of 12 months, and
  - There can be no gaps in employment > 30 days in the most recent 12 month period unless the secondary income is considered seasonal income. Refer to the Seasonal Income topic above for seasonal income requirements
- **Section 8 Income:** Section 8 income is eligible as follows:
  - The monthly payment amount is determined from the public agency issuing the monthly voucher
  - Section 8 income is **non-taxable** so the Homebridge underwriter will develop an adjusted gross income for the borrower
  - Fannie Mae **does not require** the income to have been received for a specific amount of time **or** for the income to continue for any specific period of time after the application date
- **Social Security Income:** SS income (retirement, disability supplemental security income) is an eligible source of income subject to the following:
  - Documentation requirements are determined on the type of benefit and whether the benefits received are from the borrower's own account or from another person's account (e.g. borrower eligible for benefits from a spouse, ex-spouse, dependent parents, etc.)

Type of Benefit	Benefit from Borrower's Own Account	Benefit from Another Person's Account
Retirement and Disability	• SSA Award Letter, • SSA 1099 Form, • Signed tax returns/transcripts, **or** • Proof of current receipt No continuance documentation required	• SSA Award Letter, **and** • Proof of current receipt, **and** • Minimum 3 year continuance required
Survivor	N/A	
Supplemental Security Income	• SSA Award Letter, **and** • Proof of current receipt	N/A

  - 15% of the social security income may be considered non-taxable and grossed-up without documentation being provided.

    NOTE: If more than 15% of the income is grossed-up then documentation must be provided that supports the **additional** income (>15%) is non-taxable

Income (cont.)	• **Temporary Leave Income**: Temporary leave from a job is generally initiated by the borrower (e.g. maternity/parental leave, short-term medical disability, etc.). Borrowers on temporary leave may or may not be paid during their leave from work.
	NOTE: Mandatory leave initiated by an employer, such as a furlough or layoff is **not** considered a temporary leave regardless of an expected return to work date and temporary leave guidance **does not** apply.
	Income from a borrower on temporary leave is eligible subject to specific requirements that include:
	- The borrower's employment and income history must meet FNMA requirements
	- The borrower must provide written confirmation of their intent to return to work
	- Documentation must be provided from the borrower or employer of the borrower's agreed upon date of return to work (e.g. email between borrower/employer, computer printout from the employer's system of record)
	- There can be no evidence or information from the borrower's employer indicating that the borrower does not have the right to return to work after the leave period
	- Documentation must be provided (by the borrower, borrower's employer, third-party employment verification vendor) that verifies the following:
	    - The amount and duration of the borrower's temporary leave income
	    - The amount of the regular employment income the borrower received **prior to** the temporary leave (i.e. base pay, commissions, bonus, etc.)
	Calculation of income is as follows:
	- If the borrower **will** return to work as of the first loan payment date, the borrower's regular employment income may be used for qualifying
	- If the borrower **will not** return to work as of the first loan payment date, the **lesser of** the borrower's temporary leave income (if any) **or** the regular employment income is used for qualifying.
	    - If the borrower's temporary leave income is less than the regular employment income, the temporary leave income may be supplemented with available liquid financial reserves when calculated per FNMA requirements
	        ○ **Supplemental income amount** = Available liquid reserves divided by the number of months of supplemental income
	            ➢ Available liquid reserves: Subtract any funds needed to complete the transaction (down payment, closing costs, any required debt payoff, escrows, and reserves) from the total verified liquid asset amount
	            ➢ Number of months of supplemental income: The number of months from the first loan payment date to the date the borrower will begin receiving their regular employment income, rounded up to the next whole number
	        ○ **Total qualifying income** = Supplemental income (as determined above) **plus** the temporary leave income
	NOTE: The total qualifying income of the supplemental income plus temporary leave income cannot exceed the borrower's regular employment income

<table>
<tr><td>Income
(cont.)</td><td>

- **Voluntary Deductions:** Voluntary deductions and union dues identified on the borrower's paystub **do not** need to be deducted from the borrower's income
- **Virtual Currency:** Income paid in the form of virtual currency is **not eligible** for qualifying
- **Trust Income:** Income generated from a trust is eligible subject to:
  - One or more of the following is provided to confirm the amount, frequency, type of income being received, **and** the date the trust was created is required
    - A copy of the trust agreement,
    - A trustee's statement (A borrower who is also a trustee **may not** provide the trustee's statement),
    - The trust's federal income tax returns, or
    - A letter from an accountant or attorney who reviewed the trust documents, when the above documents are not available OR when the borrower is the trustee
  - **Continuance Requirement:** Continuance is determined by the type of income received from the trust. For example:
    - If the income from the trust is derived from rental income, 3-year continuance not required
    - If the income from the trust is a fixed payment derived from a depleting asset, 3-year continuance required
  - If any assets from the trust are being used for down payment, closing costs, or reserves those assets **must be subtracted from the total amount before determining if the trust income** meets the above continuance requirements
  - Trusts created within the 12 months prior to the loan application date, funded by the borrower's eligible employment-related assets, may be used as stable income but must meet the income calculation and all other FNMA employment-related assets as qualifying Income requirements

<table>
<tr><th colspan="2">Calculating Income and Documentation Requirements</th></tr>
<tr><th>Fixed Payments</th><th>Variable Payments</th></tr>
<tr><td>

- The fixed payment amount, from the applicable documentation provided, converted to a monthly amount, is used as the qualifying income
- Document current receipt with one month's bank statement or equivalent documentation
- **A minimum of 12 months history of receipt required.** If 12 months history cannot be documented the trust documentation must reflect all of the following:
  - Fixed payments, **and**
  - The borrower is not the grantor of the trust, **and**
  - At least one payment has been received by the borrower prior to loan closing

</td><td>

- Income is calculated per FNMA variable income requirements
- A minimum 24 month history of trust income required documented with copies of **borrower's** signed federal tax returns for the most recent 2-years **OR** copies of the **trust's** federal income tax returns for the most recent 2-years, **and**
- Current receipt of trust income with one month's bank statement or other equivalent documentation

NOTE: Income received for 12 to 24 months may be considered acceptable when other positive factors are present that reasonably offset a shorter income history. **The Homebridge underwriter must document the positive factors in the loan file**

</td></tr>
</table>

</td></tr>
</table>

Income – Rental

The following applies to 1-4 unit investment properties or 2-4 unit primary residence properties.

NOTE: Rental payment provided on the lease **must be in U.S. dollars**; rental payment listed in virtual currency is not acceptable

<table>
<tr><th colspan="3">Calculating Monthly Qualifying Rental Income (or Loss)</th></tr>
<tr><th>If the Borrower:</th><th>And Rental Income is from:</th><th>Then for Qualifying Purposes:</th></tr>
<tr><td>• Currently owns a principal residence,
OR
• Has a current housing expense,
AND
• Has at least a 1-year history of receiving rental income,
OR
• Has a documented property management experience (e.g. borrower has a property owned by a business or LLC). **Homebridge management review and approval required**</td><td>**Subject or non-subject property**</td><td rowspan="2">There is **no** restriction on the amount of rental income that can be used for qualifying</td></tr>
<tr><td>• Does not currently have a housing expense, **AND**
• Has at least one-year of receiving rental income from the property</td><td>**Non-subject property**
(in service for at least one-year)</td></tr>
<tr><td rowspan="2">• Currently owns a principal residence,
OR
• Has a current housing expense,
AND
• Has less than a 1-year history of receiving rental income from the related property, **OR**
• Has less than a 1-year history of documented property management experience.
Homebridge management review and approval required</td><td>**Subject property**</td><td>• **Subject is Primary**: Rental income in an amount not exceeding the PITIA of the subject property can be added to the borrower's gross income
• **Subject is Investment**: Rental income can only be used to offset the PITIA of the subject property (i.e. limited to zero positive cash flow)</td></tr>
<tr><td>**Non-subject property**
(new or newly placed in service less than one-year)</td><td>• **Non-Subject is Primary**: Rental income is added to borrower's gross monthly income is restricted to the amount not exceeding the PITIA of the related property
• **Non-Subject is Investment:** Rental income can only be used to offset the PITIA of the subject property (i.e. limited to zero positive cash flow)</td></tr>
<tr><td>• Does **not** own a principal residence,
AND
• Does **not** have a current housing expense</td><td>**Subject property and Non-subject property**
(new or newly placed in service < 1-year)</td><td>Rental income from the subject or non-subject property (as applicable) **cannot** be used</td></tr>
</table>

NOTE: Homebridge FTHB policy continues to apply to borrowers who are currently renting and have a documented history of property management experience; refer to the FTHB Purchasing Investment Property Rental Income Eligibility topic for details

Documentation Required to Establish Property Management Experience

One of the following must be provided to establish the borrower has the required amount of experience of property management:

1. The borrower's most recent signed federal income tax return, including Schedules 1 and E. Schedule E should reflect rental income received for any property and Fair Rental Days of 365, **or**

(cont. on next page)

Income – Rental (cont.)

2. If the property has been owned for at least one year, but there are less than 365 Fair Rental Days on Schedule E, a current signed lease agreement may be used to supplement the federal income tax return, **or**
3. A current signed lease may be used to supplement a federal income tax return if the property was out of service for any time period in the prior year. Schedule E must support this by reflecting a reduced number of days in use and related repair costs. Form 1007 or 1025 must support the income reflected on the lease

Homebridge must document the borrower has at least a 1-year history of receiving rental income as outlined in the Rental Income from Property Other Investment Property (not the subject) topic

Documenting Rental Income

Rental Income on Schedule E

- If the borrower has a history of renting a property, rental income is reported on Schedule E of the borrower's personal tax return and may be used for qualification.

Rental Income from Subject Property

- Rental income generated from the **subject** property requires the appraiser to provide:
  - Single-Family Comparable Rent Schedule (FNMA Form 1007) used for 1-unit property, **or**
  - Small Residential Income Property Appraisal Report (FNMA Form 1025) for 2-4 unit properties.

NOTE: Form 1007 is only required when rental income is being used for qualification.

Documenting Rental Income from Subject Property		
Borrower has History of Receiving Rental Income from the Subject Property	**Transaction Type**	**Documentation Required**
Yes	**Refinance**	Form 1007 **or** Form 1025, as applicable, **and** • Borrower's most recent year signed federal income tax returns, including Schedule 1 and Schedule E, **or** • Copies of current lease agreement(s) if borrower can document qualifying exception Refer to the Partial Rental History or No Rental History topic for qualifying exceptions.
No	**Purchase**	• Form 1007 or Form 1025, as applicable, and copies of the current lease agreement(s) if transferred to the borrower • If the property is not currently rented, or existing lease(s) not being transferred to borrower, lease agreement(s) not applicable and the market rent determined on form 1007 or Form 1025. • If there is a lease/leases that are being transferred to the borrower, the underwriter must review to ensure there are no provisions that could affect Homebridge's first lien position
No	**Refinance**	Form 1007 or Form 1025 as applicable and copies of the current lease agreement(s)

Income – Rental	**Rental Income from Other Investment Property (not the subject)** • Rental income generated from **other** investment property currently owned by the borrower (e.g. SFR, units or commercial property) the borrower must provide personal tax returns and all related schedules. The underwriter must document the monthly gross (and net) rental income from Schedule E. • If the borrower acquired the property subsequent to filing a tax return a copy of the signed, lease agreement and a copy of the receipt and deposit of the security deposit from the tenant into the borrower' s bank account is required if the underwriter can document a qualifying exception. Refer to the Partial Rental History or No Rental History topic on the following page for qualifying exceptions. **Partial Rental History or No Rental History** • Borrowers with partial rental history or no rental history (e.g. purchase transaction, refinance when property acquired subsequent to filing the most recent tax return, major renovation to the property so rental income was interrupted, previous primary residence converted into investment property) including the subject and other rental property are subject to the following. - If it can be documented, per the requirements outlined in the table below, that the rental property was not in service the previous tax year, or was in service only a portion of the previous tax year, the qualifying rental income may be determined by: - Using Schedule E income and expenses, and annualizing the income (or loss) calculation, **or** - Using the fully executed lease agreement(s) to determine the gross rental income to be used in the net rental income (or loss) calculation.

If:	Then:
The property was acquired or placed into service **during** the most recent tax filing year	• The underwriter must confirm the purchase date using the CD or other documentation, **and** • Fair Rental Days on Schedule E of the most recently filed tax return must confirm partial year rental income
The property was acquired or placed into service **subsequent to** the most recent tax filing year	• The underwriter must confirm the purchase date using the CD or other documentation, if appliable, **and** • Schedule E or the most recently filed tax return must confirm no rental income or expenses for this property
The rental property was out of service for an extended period	• Schedule E will reflect the costs for renovation/ rehab expenses. Additional documentation may be required to support the reno expenses and support the amount of time the property was out of service. • The Fair Rental Days fields on Schedule E will confirm the number of days that the rental unit was in service, which must support the unit being out of service for all or a portion of the year.
Homebridge determines that some other situation warrants an exception to use a lease agreement	Homebridge must provide an explanation and justification in the loan file

Income – Rental (cont.)	**Calculating Monthly Qualifying Rental Income or Loss** **<u>Schedule E</u>** • When using Schedule E to calculate qualifying rental income the following is added back to the borrower's cash flow: - Listed depreciation, - Interest, HOA dues, - Taxes, - Insurance expenses, and - Non-recurring property expenses (if documentation provided) • Properties in service for the entire year, average the rental income over 12 months • Properties in service less than a full year, average the rental income over the number of months the property was rented (as indicated on Schedule E). **<u>Lease Agreements</u>** • When using current lease agreements, calculate the rental income by multiplying the gross rent(s) by 75%. • When using lease agreements, the lease agreement must be supported by: - Form 1007 or Form 1025, as applicable, **OR** - Evidence the terms of the lease have gone into effect. Acceptable evidence includes: - Two (2) months consecutive bank statements or electronic transfers of rental payments for the existing lease agreements, **OR** - Copies of the security deposit and the first month's rent check with proof of deposit for newly executed lease agreements **Treatment of the Rental Income or Loss** The treatment of rental income/loss varies depending on the occupancy as detailed below: **<u>Property that is the Borrower's Principal Residence</u>** • The monthly qualifying rental income is added to the borrower's total monthly income. The income is not netted against the PITIA of the property. • The full amount of the PITIA payment is included in the borrower's total monthly obligations when calculating DTI. **<u>Property that is not the Borrower's Principal Residence</u>** • If the monthly qualifying rental income minus the full PITIA is positive, it is added to the borrower's total monthly income (subject to the limits in <u>Calculating Monthly Qualifying Rental Income (or Loss))</u> • If the monthly qualifying rental income minus the full PITIA is negative, the net rental loss must be added to the borrower's total monthly obligations. • The full PITIA for the rental property is factored into the amount of the net rental income/loss so it **should not** be included in the borrower's monthly obligation • The full monthly payment for the borrower's primary residence (full PITIA or the monthly rent) must be included in the borrower's monthly obligation **NOTE**: If a borrower owns multiple rental properties, the rental income for all non-subject properties is first calculated for each property, then aggregated. The aggregate total of the income (or loss) is then added to the borrower's total monthly income or included in their monthly obligations, as applicable

Income – Rental (cont.)	**Rental Property Reported through a Partnership or S Corp** If the borrower is personally obligated on a mortgage debt (as reported on the credit report) and gross rents and related expenses are reported through a partnership or S corp., the business tax returns may be used to offset the PITIA payment subject to the following: • Obtain the borrower's business tax returns, including form 8825 for the most recent year • Evaluate the properties listed as follows: - From the total gross rents, subtract total expenses. Add back insurance, mortgage interest, taxes and HOA dues (if applicable), depreciation, and non-recurring property expenses (if documented), - Divide by the number of months the property was in service, - Subtract the entire PITIA (proposed for subject property or actual for real estate owned) to determine the property cash flow. • If the resulting net cash-flow is **positive**, the PITIA may be excluded from the borrower's monthly obligation when calculating DTI, • If the resulting cash flow is **negative** (the rental income does not fully offset the PITIA payment on the property) the negative amount must be included in the borrower's monthly obligations when calculating DTI. **NOTE**: When including positive net rental income received through a partnership/S corp. in the borrower's monthly qualifying income, the requirements for using partnership/S. corp. income to qualify the borrower must be met. DU applies the term "subject net cash flow" to net rental income from the subject property and the term "net rental income" to rental income from properties other than the subject property. **Reporting of Gross Monthly Rent - Subject Property** • Fannie Mae requires the gross monthly rent to be documented and reported to FNMA **for all** 2-4 primary residence properties and for all investment properties. **even if the borrower is not using any rental income from the subject property to qualify.** The borrower may provide one of the following sources (listed in order of preference) which Homebridge will retain in the loan file: - The appraisal for a 1-unit investment property or 2-4 unit property or single family comparable rent schedule (Form 1007), provided neither the appraisal or Form 1007 are dated > 12 months prior to the Note date - If the property is not currently rented, Homebridge may use the opinion of market rents provided by the appraiser, **OR** - If an appraisal or Form 1007 are not required for the transaction, Homebridge may use either a signed lease provided by the borrower or may obtain a statement from the borrower of the gross monthly rent being charged (or to be charged) for the property. The rental amounts must be stated separately for each unit in a 2-4 unit property. The disclosure from the borrower must be in the form of one of the following: - A written statement, **or** - An addition to Form 1003 **NOTES:** 1. If the borrower is using rental income from the subject property to qualify for the loan, all of the standard rental income requirements apply when documenting and calculating the rental income. 2. **The above requirements do not apply to other real estate owned**

FTHB Purchasing Investment Property Rental Income Eligibility	**First Time Homebuyer Purchasing Investment Property**
	• First time homebuyers purchasing an investment property and the property is **NOT** located in one of the areas listed below there is no restriction to the use of rental income for qualifying; Fannie Mae DU Findings apply
	• First time homebuyers purchasing an investment property **AND** the property is located in one of the areas listed below are subject to restrictions on the use of rental income for qualifying as detailed under ***First Time Homebuyer Purchasing Investment Property Rental Income Eligibility*** section (see below)
	  • **New York**: The property is located in one of the 5 boroughs of New York City:
	    - Bronx,
	    - Brooklyn (Kings county),
	    - Manhattan,
	    - Queens, or
	    - Staten Island (Richmond county), **OR**
	  • **California**: The property is located in one of the following California counties:
	    - Alameda,
	    - Contra Costa,
	    - Fresno,
	    - Los Angeles,
	    - Riverside,
	    - San Diego, or
	    - Santa Clara
	NOTE: Properties located in New York or California that are **not** in one of the boroughs or counties listed above, the use of rental income for qualifying is not restricted; Fannie Mae DU Findings apply
	
	First Time Homebuyer Purchasing Investment Property Rental Income Eligibility
	• If the property is **NOT** listed in one of the areas listed above, there are **no** restrictions; Fannie Mae DU Findings apply
	• If the property **IS** located in one of the areas listed above **AND** the borrower is a first time homebuyer **AND** is purchasing an investment property, the following applies to the use of rental income for qualifying:
	  - 1-unit: No rental income may be used for qualifying
	  - 2-units: Income from 1- unit may be used
	  - 3-units: Income from 2-units may be used
	  - 4-units: Income from 3-units may be used
	NOTE: First time homebuyer defined as at least one borrower responds “No” to question m under Section VIII DECLARATIONS on the 1003: “Have you had an ownership interest in a property in the last 3 years?”

Inspections	• Septic inspections are only required when the appraiser indicates there is evidence the septic system be failing. • Termite inspections are only required when the purchase contract requires one, or the appraiser indicates there is evidence of active infestation. • Well inspections are only required when state or local regulations require, or if there is indication the well may be contaminated

Interested Party Contributions

Interested party contributions (IPC) pay for costs that are normally charged to the buyer of the property (borrower) and are provided by a party that has a financial interest in, or can influence the terms and sale/transfer of the subject property such as:

- Seller,
- Builder/developer,
- Real estate agent,
- Broker, or
- Any affiliate of the above who will benefit from the sale of the property and/or at the highest possible sales price.

IPC's can be either financing concessions or sales concessions and include:

- Funds paid directly from the interested party to the borrower
- Funds that flow from an interested party through a third-party organization, including nonprofit entities, to the borrower,
- Funds that flow to the transactions on the borrower's behalf from an interested party, (includes third party organization and nonprofit agency),
- Funds donated to a third party who provides the funds to pay some or all of the closing costs for the transaction

NOTE: A legitimate pro-rated real estate tax credit in areas where real estate taxes are paid in arrears is **not** considered a financing concession and is not subject to IPC limits

Interested party contributions are limited as follows:

Occupancy Type	LTV/CLTV	Maximum Allowable Contribution
Primary Residence or Second Home	> 90%	3%
	75.01% - 90%	6%
	75% or less	9%
Investment Property	All	2%

- **Funds** for a temporary buydowns are subject to interested party contribution limits; refer to the Temporary Buydown topic for complete buydown requirements
- IPCs cannot be used to make the borrower's down payment, reserve requirements or to meet the minimum borrower contribution requirement.
- Sales concessions items such as furniture, automobiles, decorator allowances, cash, etc. and financing concessions that exceed the limits above **must be** deducted from the sales price when calculating the LTV/CLTV ratios.
- Financing concessions are subject to the IPC limits noted above. Financing concessions include:
  - Financial contributions from an interested party that benefits the borrower in the financing transaction,
  - Payments or credits related to acquiring the property, and
  - Payments or credits for financing term, including prepaids.

  Financing concessions generally include origination fee, discount points, commitment fee, appraisal cost, transfer taxes, attorney's fees, title insurance premiums, etc. They may also include prepaid items such as interest charges (no more than 30 days), real estate taxes covering any period after the settlement date, hazard insurance premiums (≤ 14 months), HOA dues (≤ 12 months), mortgage insurance premiums and escrow accruals for borrower paid MI.

  NOTE: Fees and/or closing costs paid by the seller that are considered common and customary are not subject to IPC limits e.g. owner's title and transfer tax.
- Undisclosed IPCs are ineligible (i.e. borrower paid closing costs moved to the seller side of the CD)

Investment and 2-4 Unit Property Requirements	• Investment property transactions and 2-4 unit properties (all occupancy types) regardless of whether or not income is used to qualify, must contain **one** of the following documents at closing:
	- If the property is vacant, verification from the appraiser that all units are currently vacant (can be noted on the appraisal report), **or**
	- If the property has any tenants, verification from the title company that they will not have a "Tenants in Possession" exception in the title policy. Specific verification from the title company is required; the title company must provide in writing documentation that they will not have a "tenants in possession" exception, **or**
	- Rights of lawful parties in possession, as long as such rights do not include the right of first refusal to purchase the property. No rights of parties in possession, including the term of a tenant's lease, may have a duration of more than two (2) years.
	- A copy of the lease documentation that specifically indicates one of the following:
	  - The lease is subordinate to any mortgage, or
	  - Any tenant's right to purchase the property or any rights that could affect Homebridge's interest have been formally waived by all tenants of the property.

LDP/GSA and Mortgage Fraud	• **LDP / GSA**
	All of the following parties to the transaction, as applicable, must be checked against HUD's Limited Denial of Participation list and the General Service Administration's Excluded Parties List System.
	  • Borrower(s) and Borrower(s) AKA name (if applicable)
	  • Seller(s),
	  • Real Estate Listing and Selling Agent(s),
	  • Appraiser,
	  • Appraisal Company (**not** the AMC)
	  • Broker
	  • Loan Officer, Loan Officer Assistant
	  • Loan Processor,
	  • Underwriter,
	  • Account Manager,
	  • Closing/Settlement Agent,
	  • Title/Settlement Company, and
	  • 203(k) Consultant
	• Any transaction where any of the interested parties to the transaction have been convicted of mortgage fraud will require review and approval by Homebridge management.

Manufactured Housing: Overview	• Fannie Mae defines a manufactured home as any dwelling unit built on a permanent chassis and attached to a permanent foundation system. • The manufactured home and the land on which it is situated must be titled as real property **and** the borrower must own the land • Homebridge follows Fannie Mae guidelines for manufactured housing unless otherwise noted in these guidelines. To view Fannie Mae's complete manufactured housing requirements refer to the Manufactured Housing topics in the Fannie Mae Selling Guide

Manufactured Housing: General Terms	**HUD Certification Label (aka HUD label, seal or tag)** A 2"x4" metal plate affixed to the **exterior** of each transportable section of the manufactured home. The plate includes the HUD certification label number which evidences compliance with the Federal Manufactured Home Construction and Safety Standards. Information from the HUD Certification Label is included in the appraisal report if available. If not available a letter of label verification, obtained from the Institute for Building Technology and Safety is required. **Institute for Building Technology and Safety** A letter of label verification must be obtained from The Institute for Building Technology and Safety if the HUD Certification Label is missing from the manufactured home **HUD Data Plate (aka Compliance Certificate)** A paper label mounted **inside** the manufactured home that includes the manufacturer's name, trade/model name, year manufactured, serial number, a list of the Certification Label number(s). Information from data plate is included on the appraisal report **Engineer's Certification for Manufactured Housing Foundation:** A certification the home's permanent foundation is in compliance with the Permanent Foundations Guide for Manufactured Housing (PFGMH) **New Manufactured Home** A home that is purchased directly from a retailer or a developer and has never been occupied and has never been affixed to a permanent foundation on another site **HUD Codes** – Regulations Applicable to Manufactured Homes • Federal Manufactured Home Construction and Safety Standards (MHCSS 24 CFR Part 3280) • Manufactured Home Procedural and Enforcement Regulations (24 CFR Part 3282) • Model Manufactured Home Installation Standards (MIS 24 CFR Part 3285/3286)

Manufactured Housing: Eligibility	Manufactured homes are subject to all of the following:
	• The home must be built in compliance with the Federal Manufactured Home Construction and Safety Standards that were established June 15, 1976, as amended and in force at the time the home is manufactured **and** any additional requirements that are found in HUD regulations at 24 C.F.R. Part 3280.
	  - **Existing Construction**: Compliance must be evidenced as follows:
	    - **The presence of at least one of the following for each section of the home:**
	      ○ **A HUD Data Plate, <u>OR</u>**
	      ○ **The HUD Certification Label (aka the HUD "seal" or "tag")**
	    - If neither of the above are available, an alternative to the HUD Certification Label is a verification letter that provides the same information which may be available from one of the following:
	      ○ The Institute for Building Technology and Safety (IBTS), **or**
	      ○ The In-Plant Primary Inspection Agency (IPIA), **or**
	      ○ The manufacturer of the manufactured home
	  NOTE: If the original or alternative documentation cannot be provided the loan is ineligible
	  - **New Construction**: Compliance must be evidenced as follows:
	    - **The presence of both of the following for each section of the home:**
	      ○ **A HUD Data Plate, <u>AND</u>**
	      ○ **The HUD Certification Label (aka the HUD "seal" or "tag")**
	  NOTE: If the documentation cannot be provided the loan is ineligible
	• The unit must **not** have been previously installed or occupied at any other site or location, except from the manufacturer or the dealer's lot as a new unit
	• The home must be a 1-unit multi-wide dwelling that is legally classified as real property
	• Primary residence or second home eligible
	• The Manufactured home must be a minimum of 20 feet wide
	• The towing hitch, wheels, and axles must be removed and the unit must have assumed the characteristics of site-built housing
	• The borrower must own the land the home sits on in fee simple; homes on leasehold estates are **ineligible**.
	• The home may be located either on an individual lot or in a project development
	• Site preparation must be completed prior to the delivery of the home
	• The home must be attached to a permanent foundation as required by the manufacturer and the foundation must be appropriate for the soil conditions and meet local and state codes
	• The home must be permanently connected to a sewage system or septic tank and to other utilities in accordance with state and local requirements
	• The home must be located on one of the following:
	  - Publicly dedicated and maintained street, or
	  - A community owned and maintained street, or
	  - A privately owned and maintained street
	  NOTE: If a privately owned street there must be adequate access for vehicles and adequate and legally enforceable vehicle access and maintenance agreement
	• If an existing home has incomplete items, defects or needed repairs that affect safety, soundness, or the structural integrity the repairs must be completed prior to loan closing
	• Manufactured homes with an addition or structural modification are eligible if:
	  - Evidence is provided that an inspection by a state agency to approve the modifications has been completed (in states which require such inspections), **OR**
	  - The property must be inspected by a licensed professional engineer certifying the addition or structural changes were completed in accordance with the HUD Manufactured Construction Safety Standards.
	  NOTE: In either instance, a copy of the inspection report must be included in the loan file

<table>
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<td>Manufactured Housing:
Eligibility
(cont.)</td>
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The purchase, conveyance, and financing (or refinancing) of the land and manufactured home must be evidenced and secured by a single valid and enforceable Note and first lien mortgage/deed of trust/security deed that is recorded in the land records if allowed by applicable state law. If applicable state law does not allow for a single lien for the land and the home documentation of the loan for the land on the mortgage/deed of trust/security deed and a real property lien on the home evidenced on the certificate of title other document is acceptable.

Ineligible
The following are ineligible with Homebridge:

An investment property secured by a manufactured home
A home moved from another site (i.e. previously installed at another site) Home must have been delivered directly from the manufacturer/dealer to its current site.
A manufactured home located on a leasehold estate
A single wide manufactured home
A manufactured home located in a condominium project
A manufactured home located in a senior community
Transactions involving trade equity or traded manufactured homes
Transactions involving payoff of land contract
Construction to perm if the foundation not complete and home not fully installed prior to loan documents

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<tr>
<td>Manufactured Housing:
Loan Amount Purchase Transactions</td>
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The sales price of the manufactured home may include bona fide and documented transportation, site preparation, and dwelling installation at the site. Any personal property items purchased in conjunction with the home must be deducted from the sales price; personal property items cannot be financed in the mortgage.
In addition to the cost of the home and the land, the loan amount may also include:

The financing of borrower paid mortgage insurance premiums, and
The cost of bona fide and documented transportation, site preparation, and dwelling installation at the site

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<tr>
<td>Manufactured Housing: Loan Amount Limited Refinance Transactions</td>
<td>The loan amount may include the financing of closing costs (including prepaid expenses)</td>
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<tr>
<td>Manufactured Housing:
Down Payment Requirements</td>
<td>
Down payment requirements, using borrower’s own funds, are as follows:
<table>
<tr><th>LTV/CLTV</th><th>Property Type</th><th>Minimum Contribution from Borrower Own Funds</th></tr>
<tr><td rowspan="2">≥ 80.01%
MI company guidelines apply</td><td>1-unit primary residence</td><td>A minimum contribution from borrower’s own funds not required. All funds may be a gift.</td></tr>
<tr><td>Second home</td><td>5% borrower contribution required*. Gifts may be used after the borrower own funds contribution is met.</td></tr>
<tr><td>≤ 80%</td><td>1-unit primary, second home</td><td>Not required. All funds may come from a gift.</td></tr>
</table>
* If the borrower receives a gift from a relative or domestic partner who has lived with the borrower for the previous 12 months, or from a fiancé or fiancée, the gift is considered the borrower’s own funds and may be used to satisfy the borrower contribution requirement as loan as both parties will occupy the subject property as their primary residence.

Gift funds, from an acceptable donor, may be used for all or part of the down payment, closing costs, or reserve requirements, for both conforming and high balance loan amounts, as long as the borrower meets the minimum contribution requirements detailed above. Refer to the Gift Funds topic for complete gift funds requirements.

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Manufactured Housing: Purchase Transactions LTV/CLTV Ratios	A purchase transaction may be used to finance the purchase of the manufactured home or the manufactured home and the land. The land may be previously owned by the borrower, either owned free and clear or subject to a mortgage that will be paid off with the proceeds of the new purchase money loan. The borrower does **not** receive any cash back on a purchase transaction **New Manufactured Home** The LTV/CLTV for a newly built manufactured home is based on the **lower of**: • The sales price of the manufactured home **plus**: - The lowest sales price at which the land was sold during that 12 month period if the land was purchased in the 12 months prior to the loan application date, **or** - The current appraised value of the land if the land was purchase more than 12 months prior to the loan application date **OR** • The "as completed" appraised value of the manufactured home and land **Existing Manufactured Home** The LTV/CLTV for a manufactured home that already exists on its foundation will be based on the **lower of**: • The sales price of the home and the land, **or** • The current appraised value of the home and the land, **or** • If the home was built in the 12 months prior to the loan application date, the lowest price at which the home was previously sold during that 12 month period **plus** the **lower of**: - The current appraised value of the land, **or** - The lowest price at which the land was sold during that 12 month period (if applicable)
Manufactured Housing: Limited Cash-out Refinance Transactions LTV/CLTV Ratios	A limited cash-out (rate/term) refinance involves the payoff of an existing mortgage secured by the manufactured home and the land (or existing liens if the home and land were encumbered by separate liens). Proceeds of the new loan may be used to: • Pay off the outstanding principal balance of the first lien secured by the home and land or liens if home and land encumbered by separate liens • Pay off of the outstanding principal balance of an existing subordinate lien if the lien was used to purchase the home and/or the land • Finance closing costs (including prepaid expenses), **and** • Provide cash back to the borrower not to exceed the **lesser of** 2% of the balance of the new loan or $2,000 The maximum LTV/CLTV is based on the **lower of**: • The current appraised value of the home and land, **or** • If the home was owned by the borrower for < 12 months from the loan application date **and**: - **Separate Liens**: If the home and land are secured by **separate liens**, the lowest price at which the home was previously sold during that 12-month period **plus** the **lower of** the current appraised value of the land, OR the lowest sales price at which the land was sold during the previous 12-months (if applicable) - **Single Lien:** If the home and land are secured by a **single lien,** the lowest price the home and land were previously sold during that 12-month period
Manufactured Housing: Cash-out Transactions LTV/CLTV Ratios	• A cash-out transaction involves the payoff of an existing first lien or liens if home and land encumbered by separate liens **or** allows the borrower to obtain a mortgage on a property without an existing lien and take equity out of the property that may be used for any purpose. • **To be eligible for a cash-out transaction the borrower must have owned both the home and the land for a minimum of 12 months prior to the date of the loan application.** • The maximum LTV/CLTV is based on the current appraised value of the home **and** land

Manufactured Housing: Required Documentation	• **HUD Certification Label**: Verification of the HUD Certification Label: If the Certification Label is not attached to the manufactured home, an alternative to the HUD Certification Label is a verification letter that provides the same information which must be provided from one of the following: - The Institute for Building Technology and Safety (IBTS), **or** - The In-Plant Primary Inspection Agency (IPIA), **or** - The manufacturer of the manufactured home **AND** • **HUD Data Plate**: Information as detailed in the appraisal topic **must be** included in the appraisal report **AND** • **Inspection Report – Required only when an Addition/Alteration made to Home:** If an addition or alteration has been made to the original manufactured home one of the following is required: - Evidence is provided that an inspection by a state agency to approve the modifications has been completed (in states which require such inspections), **OR** - The property must be inspected by a licensed professional engineer certifying the addition or structural changes were completed in accordance with the HUD Manufactured Construction Safety Standards. NOTE: In either instance, a copy of the inspection report must be included in the loan file. **AND** (as applicable) • **Manufactured Home Installed <u>on or after</u> October 20, 2008**: - An Engineers Certification completed by a licensed engineer stating the home was attached to the permanent foundation in accordance with the manufacturer's requirements and the foundation meets all manufacturer and state/local requirements, **OR** - A copy of the Certification of Installation or comparable state specific form **OR** • **Manufactured Home Installed <u>prior to</u> October 20, 2008:** - An Engineers Certification completed by a licensed engineer stating the home was attached to the permanent foundation in accordance with the manufacturer's requirements and the foundation meets all manufacturer and state/local requirements

Manufactured Housing: Legal/Closing Provisions	The loan must be secured by both the manufactured home and the land on which it sits and must be legally classified as real property under applicable state law. The owner of the home must own both the home and the land. The following also applies: **ALTA Endorsement** An American Land Title Association (ALTA) Endorsement 7, 7.1 or 7.2 or other endorsement allowing the home to be treated as real property is required and must be included in the loan file. **Closing Instructions** The following applies to closing instructions: • Closing instructions must be provided to the closing agent that instruct the agent to obtain the required documentation evidencing the home is affixed to a permanent foundation on the land; the certification of completion completed by the appraiser may also be evidence • If the home is located in a state that exempts the home from certificate of title requirements, • In states that allow for the elimination of the certificate of title, the closing instructions must instruct the closing agent to perform all necessary procedures to: - Assure the certificate of title to the manufactured home is properly retired, and - Provide the lender with documentation for the loan file **Closing Protection Letter (CPL)** An insured CPL is required for each mortgage securing the manufactured home. If an insured CPL is not available it must be documented in the loan file **Certificate of Title** Evidence of the surrender of the certificate of title, or evidence that no certificate was issued is required. **NOTE:** If applicable state law does not allow the surrender of the certificate of title, the lien must be indicated on the certificate **Uniform Commercial Code (UCC)** If state law requires a UCC filing in order to perfect a security interest in the home, the filing is required. **Affidavit of Affixture** The Affidavit of Affixture is the document that changes the manufactured home for personal to real property. An Affidavit of Affixture must be signed by the borrower and Homebridge indicating their intent the manufactured home be a permanent part of the real property securing the mortgage. The Affidavit must be notarized and recorded and a copy **must be** included in the loan file. Loans without the Affidavit are **ineligible** **NOTE:** If the manufactured home was previously converted from personal property to real property in accordance with applicable law, **FNMA does not** require the Affidavit **unless** applicable law requires a new Affidavit **Limited Power of Attorney** A Manufactured Housing Limited Power of Attorney signed by the borrower is required for any post-close items pertaining to the conversion of the home from personal to real property. Any post-closing documents must be included in the loan file. **Security Instrument and Manufactured Home Rider** The security instrument must: • Indicate that the manufactured home is an improvement to the land and an immovable fixture or similar language that the manufactured home will be treated as real property under applicable state law, **and** • Include a comprehensive description of the home and the land in the property section or on a separate, attached addendum. The description must include: • The serial number or VIN (required for each unit), • Make, • Model, • Size, and • Any other information required by applicable law to definitely identify the home. **Chattel Lien** Transactions with a chattel lien on the home and a mortgage lien on the property are **ineligible.** Must ensure chattel lien(s) have been removed (if applicable)

Mortgage Insurance

- Loans with > 80% LTV, mortgage insurance is required and are subject to MI guidelines. **The more restrictive of Homebridge or MI company guidelines apply**. Links to review individual MI Company guidelines are provided below.
- DTI > 45%: Specific overlays apply and vary by MI company. Overlays are detailed on the Homebridge MI Comparison chart located on the Homebridge website under "Reference Guides – General" on the Working with Us page.
- Eligible MI products:
  - Borrower paid mortgage insurance (BPMI). Monthly or single premiums are eligible.
  - Lender paid mortgage insurance (LPMI). Single premium only.
- Eligible MI options:
  - Financed MI eligible for BPMI single premium
  - Non-refundable
  - Refundable (eligible with BPMI single premium only)
  - Renewal type: Level/constant
- Homebridge approved MI companies are:
  - Arch
  - Essent
  - Enact
  - Radian
- **Non-traditional credit with DU "Approve/Eligible"**
  - Mortgage insurance must be obtained from one of the following MI providers:
    - Essent,
    - Enact, or
    - Radian
- **Manufactured housing:** MI must be obtained from Radian
- Mortgage insurance coverage is determined by LTV and loan term as detailed below.

Required MI Coverage				
	LTV			
Loan Term	**80.01-85%**	**85.01 - 90%**	**90.01-95%***	**95.01%-97%****
25/30 year	12%	25%	30%	35%
10***/15/20 year	6%	12%	25%	35%

*ARMs – maximum 90% LTV
** > 95% - see 95.01%-97% LTV topic for restrictions
***10 year term ineligible with 95.01%-97% LTV

Mortgage Insurance – New York

New York state statute supersedes Fannie Mae standard requirements for calculating the LTV used for determining the need for mortgage insurance. The following applies to loans secured by properties in New York:

Calculating the LTV to Determine if MI Required

- The **appraised value is always used** to calculate the LTV ratio to determine whether or not mortgage insurance is required. If MI required determine coverage as outlined below.

Determining the Required Amount of MI Coverage

- If mortgage insurance is required the **lesser of** the **appraised value or the sales price** is used to calculate the LTV ratio that determines the amount/percentage of mortgage insurance coverage required (see Required MI Coverage chart above for required coverage amounts by LTV/Loan Term)

Mortgage/Rental History	• Per DU Findings however the mortgage /rental rating cannot have any ≥ 60 day lates in the previous 12 months NOTE: If DU allows any delinquencies a satisfactory explanation of the delinquency is required and is subject to underwriter review and acceptance Timeshares are **not** considered mortgage debt by Fannie Mae and are not subject to mortgage history requirements. Fannie Mae considers timeshares to be installment debt. • The credit report must reflect the most recent 12 months activity • Mortgage must be current for the month closing • Copies of rent checks are required to document rental payment history subject to DU Findings. In lieu of rent checks, at the underwriter's discretion the following may be acceptable: - A direct verification of rent (VOR) provided by a professional management company, or - Copies of money orders **Forbearance Plan Policy** The policy below applies to the subject property and to any other real estate mortgage loan where the borrower is in a forbearance plan, **Subject Property Lien (Loan being Refinanced) and is Current** • If the borrower is current **and** has not missed a payment, the loan is **eligible** **Other REO OR Subordinating Second Lien and is Current** • The loan is eligible if the borrower is current **and** has never missed a payment, **and** • Written evidence, **provided directly from the servicer**, confirming the forbearance plan has been withdrawn, closed or cancelled prior to the closing of the new subject loan required. NOTE: Documentation must be obtained for loans in a forbearance plan **and** for loans where borrower inquired about forbearance and the servicer flags the inquiry **Subject Property, Subordinating Second Lien, AND Other REO NOT Current/Missed Payment AND Loan is Brought Current (Reinstatement)** • If the borrower has brought the loan current (aka reinstatement), **using their own funds**, the loan is eligible subject to: - The funds used to bring the loan current must be the borrower's **own funds and** must be **sourced and seasoned, and** - The borrower **cannot** have entered into a forbearance repayment plan or loan modification agreement, **and** - Proceeds from a refinance cannot be used to bring the loan current or, if cash-out, to reinstate the mortgage on other REO, **and** - The payoff cannot include any deferred or missed payments - **Other REO or Subordinating Second ONLY**: Written evidence must be provided **directly from the servicer** confirming that the forbearance plan has been with withdrawn or otherwise close out/canceled prior to closing of our new Homebridge loan **Subject Property AND Other REO NOT Current/Missed Payment AND Borrower in Forbearance Repayment Plan, Loan Modification, Payment Deferral, or Other Loss Mitigation Solution** • The following applies to loans in a repayment plan, had a loan modification, payment deferral or any other loss mitigation solution. - The loan is eligible if the borrower has made three (3) on-time payments per the applicable agreement - When the above requirement is met for the existing mortgage being refinanced, the new loan amount may include the full amount required to satisfy the existing mortgage **NOTE:** The borrower is only required to have made the three (3) consecutive payments; completion of the applicable plan is not required

Non-Arm's Length or Identity of Interest Transactions	• A non-arm's length transaction is a purchase transaction where the is a relationship or business affiliation between the buyer and seller of the property • Non-arm's length transactions are eligible for re-sale properties on all occupancy types. • When a non-arm's length transaction occurs on a property that is new construction, the property must be a primary residence only. Non-arm's length transactions on new construction properties are ineligible if the property is a second home or investment. • An identity of interest transaction involves parties who are not related and do not have close personal ties, however they have a strong interest in the transaction. Identity of interest transactions are eligible on owner-occupied transactions, however additional review will be required to ensure validity of the transaction, value, etc. Additional documentation and/or a desk review or second appraisal may be required at underwriter discretion.
Occupancy	• 1-4 unit owner-occupied primary residence - A borrower who is a service member and is unable to occupy the property, as required by the security instrument, because they are currently on active duty, are eligible subject to the following: - A copy of the borrower's military orders must be obtained, and - The military orders must indicate the borrower will be absent from the subject primary residence property as of the date the owner-occupancy must be established as required by the security instrument (generally 60 days from loan closing) • 1 -unit second home. Property must be occupied by the borrower for some portion of the year and be suitable for year-round occupancy. Additionally, the property cannot be subject to any agreements that give a management firm control over the property, be a timeshare or a rental property. NOTE: Second home properties where rental income is received are eligible as long as the rental income is **not used** for qualifying **and** all other second home property requirements are met • 1-4 unit investment (non-owner occupied). Investment ineligible when secured by manufactured home
Power of Attorney	A durable Power of Attorney (POA) is allowed on a case-by-case basis on purchase and rate/term refinance transactions **only** subject to all of the following: • Must be specific to the transaction • Must include the borrower name, property address and loan amount • The POA must be fully executed and notarized • The borrower must sign the application and disclosures • Homebridge to review and approve prior to loan closing • The POA must be recorded along with the mortgage. NOTE: **A POA is ineligible on a cash-out transaction, no exceptions**
Prepayment Penalty	Not permitted
Products	• **Fixed Rate**: 10, 15, 20, 25, and 30 yr (10 year conforming loan amounts only and ≤ 95% LTV) - A 1/0, 1/1, 1/1/1, 2/1, or 3/2/1 temporary buydown feature eligible on fixed rate purchase transactions; refer to the Temporary Buydown topic for complete eligibility requirements • **ARMs** (**temporarily unavailable**) 5/6, 7/6, and 10/6; Index: SOFR 30-Day Average - Margin: 3.00 - 5/6 ARM; Caps 2/1/5; qualified at the greater of the fully indexed rate **or** the Note rate plus 2% - 7/6 and 10/6 ARM; Caps: 5/1/5; qualified at the Note rate **Reminders:** • **97% LTV eligible for fixed rate only with 15, 20, or 30 year loan term** • **Manufactured home transactions: Fixed rate only**

Properties – Eligible	• Single family residence
	• 2-4 units
	• PUDs (attached/detached)
	• Condominium (attached/detached), Fannie Mae warrantable
	• Leaseholds meeting all Fannie Mae requirements including Fannie Mae's first-lien enforceability. The lease must extend a minimum of 5 years beyond the mortgage maturity.
	• **Community Land Trusts**: Community land trusts (CLT) are typically run by a government entity or nonprofit organization to provide homeownership opportunities for qualified borrowers with low to moderate income. The CLT owns the land and grants rights to the borrower to purchase a home on the land using affordably priced long-term ground lease. CLTs generally limit future sales of the home based on income levels.
	  - Community land trusts **that meet all Fannie Mae requirements are eligible**. 1-2 unit primary residence only
	  - The following applies to manufactured homes:
	    - Manufactured home in a PUD project requires an **existing** PERS approval
	      o The Homebridge Underwriter is responsible to confirm the project has an **existing** PERS approval with the Homebridge Condo Dept.
	    NOTE: Manufactured home in condo project is **not eligible**
	    - As of the loan application date, the manufactured home must be affixed to a permanent foundation, and
	    - Unless it has already been converted, the lessor must have initiated the conversion to real property
	    - All other Homebridge manufactured home requirements apply
	  - The ground lease must extend a minimum of five (5) years beyond the mortgage maturity
	  NOTE: Land trusts, where the borrower is the beneficiary of the land trust (therefore **not** a community land trust), are **not eligible**.
	• **Modular/prefabricated properties** 1-unit only. Factory built but **not** built on a permanent chassis; built on site similar to stick-built homes; permanently affixed to the foundation; must conform to local building codes. Property is legally classified as real property and assumes characteristics of stick-built such as permanent connections to water, electrical and waste disposal systems.
	• **Multi-wide** (double/triple) **manufactured home** that is a minimum of 20 feet wide. Owner-occupied primary residence and second home only (excluding manufactured homes on leasehold estates; manufactured homes on leasehold estates are **ineligible).** Manufactured homes also **ineligible** on transactions where **none of the borrowers have a credit score**
	• **Group Home**: A group home is a residential structure utilized for occupancy by persons with disabilities, irrespective of familial relationship; they are **not** considered a boarding house. Fannie Mae allows group homes to be submitted under all occupancy types, depending on the occupancy status of the borrower(s)
	  - If a group home transaction is structured as a second home, the transaction is eligible as long as any income received **is not used for qualifying AND all other Fannie Mae requirements for second homes, including occupancy, are met**
	  - A group home transaction that is structured as an investment property is eligible including when it is currently leased or will be leased to a business entity. **All borrowers must be individuals.**

Properties – Eligible Condominiums	**Review Types**
	• **Full Review** with Fannie Mae Condo Project Manager (CPM) completed by Homebridge. The project review must be completed within 180 days prior to the Note date
	NOTE: CPM status of "Unavailable" is **not eligible**
	• **PERS Review:** Projects with an **existing** Fannie Mae unexpired PERS approval are eligible. Documentation of the PERS approval must be included in the loan file
	• **Limited Reviews**: A limited review, completed by Homebridge, is eligible for established projects subject to Fannie Mae guidelines. When a Limited Review is performed, the following LTV restrictions (**all states except Florida;** see Florida Specific topic for requirements) apply:
	- Owner occupied maximum LTV 90%
	- Second home and investment maximum LTV 75%
	- The Homebridge underwriter must confirm with the Homebridge Condo Dept. that the project status is not "unavailable" in CPM
	• **Project Review Waiver:**
	- **FNMA to FNMA Rate/Term Refi:** A project review may be waived on rate/term refinance transactions **when the loan being refinanced is owned by Fannie Mae and all** of the following requirements are met:
	  - The LTV is ≤ 80% (the CLTV may be higher), **and**
	  - The project has the required project-related property and flood insurance (if applicable) coverage, **and**
	  - The project is not an ineligible project per Fannie Mae guidelines. Refer to the Ineligible Condominium and Attached PUD Project Characteristic Reference Guide for a list of ineligible project types, **and**
	  - There are no unaddressed outstanding critical repairs **OR** evacuation orders
	  - The Homebridge underwriter must confirm with the Homebridge Condo Dept. the project status is not "unavailable" in CPM
	• **Project Review Waiver Requirement Reminders:** When a project review is waived or a Value Acceptance was issued and accepted, Fannie Mae still requires Homebridge to ensure the project meets the following Fannie Mae requirements, **as applicable**:
	- Property eligibility requirements,
	- The project is not an ineligible project,
	- Priority of common expense assessments,
	- When an appraisal is obtained it meets all appraisal requirements,
	- Insurance requirements have been met
	• **Detached/Site Condos:** A detached condo unit is completely detached from other units in the project. The unit may share no adjoining walls, ceilings, floors, or other attached architectural elements (e.g. breezeways or garages) with any neighboring unit. Site condos (unit owners own the condo unit and the land which the unit sits on) are a type of detached condo. Detached/site condos **do not require a review** and validation of project status in CPM **not required**
	• **Two-to-Four Unit Projects:** Projects consisting of 2-4 units **do not require a review** and validation of project status in CPM **not required**
	• **FHA Project Approval**: Established projects with an FHA approval are eligible
	• Projects where the HOA (or developer if not turned over to the HOA) is a party to litigation, arbitration, mediation or other dispute are only eligible in the following circumstances:
	- The litigation amount is known, the insurance company has committed to providing defense, and the litigation amount is covered by the insurance policy, or
	- The litigation/arbitration involves non-monetary neighbor disputes regarding the rights of enjoyment, or
	- The HOA is the plaintiff in the litigation but it can be determined that the matter is minor in nature with insignificant impact to the financial status of the condo project.
	• **Florida Specific**
	- New condo projects **require PERS approval**
	- Full Review is eligible for established projects
	- Limited Review for established condo project eligible as follows:
	  - Maximum 75%/90% LTV/CLTV for owner-occupied
	  - Maximum 70%/75% LTV/CLTV for second home and investment
	Refer to the Properties – Eligible Florida Condo Projects topic for additional FL requirements

Properties – Eligible Condominiums (cont.)	**Projects in Need of Critical Repairs** Fannie Mae defines projects in need of critical repairs as those needing repairs or replacements that significantly impact the safety, soundness, structural integrity, habitability of the project's building(s), or the financial viability or marketability of the project. Projects in need of critical repairs **are ineligible** until the repairs required to remediate the issue has been completed and documented accordingly. **Critical repairs** include conditions such as: • Material deficiencies, which if left uncorrected, have the potential to result in or contribute to critical element or system failure within one year, • Any mold, water intrusions or potentially damaging leaks to the project's building(s), • Advanced physical deterioration, • Any project that failed to pass state, county, or other jurisdictional mandatory inspections or certifications specific to structural safety, soundness, and habitability, or • Any unfunded repairs costing more than $10,000 per unit that should be undertaken within the next 12 months (**does not** include repairs made by the unit owner or repairs funded through a special assessment) ***Examples*** of items that will be considered when assessing a project for any required critical repairs include, but are not limited to the following: - Sea walls, - Elevators, - Waterproofing, - Stairwells, - Balconies, - Foundation, - Electrical systems, - Parking structures, and - Other load-bearing structures **NOTE**: If damage or deferred maintenance is isolated to one or just a few units and the damage/deferred maintenance **does not** affect the overall safety, soundness, structural integrity, or habitability of the project these requirements do not apply **Routine Repairs** The below repairs are considered routine repairs and **are not** considered critical: • Repairs that are preventive in nature or are part of normal capital replacements (e.g. items focused on keeping the project fully functioning and serviceable), **and** • Repairs that are completed within the project's normal operating budget or through special assessments that are within Fannie Mae guidelines. **Projects Under Evacuation Orders** Projects under an evacuation order due to an unsafe condition, either for a partial or total evacuation of the project's building(s) **are ineligible** until the unsafe condition has been remediated and the building(s) is deemed safe for occupancy. **Special Assessments** Special assessments may be current or planned. Homebridge will review project documentation for the following: • What is the purpose of the special assessment, **and** • When was the special assessment approved and was it planned (i.e. approved by the unit owners, but not yet initiated by the board) **OR** already being executed, **and** • What was the original amount of special assessment and what is the remaining amount to be collected, **and** • When is the expected date the special assessment will be paid in full **If the special assessment is associated with a critical repair and the issue has not been remediated the project is ineligible.**

Properties – Eligible Condominiums (cont.)	**Project Review Requirements** The following applies to all loans secured by a condo in projects **with five (5) or more attached units**, **regardless of the type of project review or project review waiver** (Refer to the Project Review Waiver topic for waiver eligibility requirements). The following applies: • The project review must define critical repairs, material deficiencies, and significant deferred maintenance, including defining routine repairs that are not considered critical • **Full Reviews or Limited Reviews** that identify any of the below, Homebridge will determine the documentation is required (refer to the Documentation Requirements below for details) - That critical repairs are needed, **and/or** - Evacuation orders are in effect, **and/or** - There are any regulatory actions required • **Full Reviews** completed by Homebridge on projects that have had structural and/or mechanical inspections completed within 3 years of the previous project review completed by Homebridge, **and** a structural and/or mechanical inspection report was included as a requirement of that initial (previous) review, **copies of the structural and/or mechanical inspection reports will be required.** The report/inspection cannot indicate any of the following: - That critical repairs are needed, **and/or** - Evacuation orders are in effect, **and/or** - There are any regulatory actions required • If the inspection report(s) indicates there are unaddressed critical repairs, the project is **ineligible** until the required repairs have been completed and documented accordingly. **Documentation Requirements** Documentation that may be required for Homebridge to determine if the project meets Fannie Mae requirements include, but are not limited to: • HOA board meeting minutes, • Engineering report(s), • Structural and/or mechanical inspection reports, • Reserve studies, • A list of necessary repairs provided by the HOA or the project's management company, • A list of special assessments provided by the HOA or the project's management company, and • Other substantially similar documentation
Properties – Eligible: Florida Condominium Projects	**Florida condominium projects that are 3 or more stories high are subject to the following requirements:** • If the condo building is 30 years or older, **OR** • The condo building is 25 years or older **AND** the building is within 3 miles of the coastline, **THEN:** - Evidence the building has completed the inspections required under Florida Senate Bill 4D (SB-4D), **AND** - Evidence the HOA has completed the required structural integrity reserve study, and the budget contains sufficient reserves. The HOA fee must be consistent with the budget **NOTES**: 1. If the project has **not** had the required inspections, it is **ineligible** 2. If an inspection was completed but revealed substantial structural deterioration and/or unsafe/dangerous conditions exist, evidence the required repairs have been completed **must be provided** or the project is **ineligible** **REMINDER:** This requirement **does not** apply if the condo building is only 1 or 2 stories high

Properties - Ineligible	• Non-warrantable condominiums
	• New or newly converted condominium projects in Florida without a PERS approval
	• Condominiums < 450 square feet
	• Cooperative projects
	• Condo Hotels (projects managed or operated as hotel/motel, hotel/motel conversions)
	• Unique properties
	• Bed and breakfast properties
	• Boarding houses
	• Properties in Hawaii located in lava zones 1 or 2.
	• Agricultural-type properties, farms, orchards, ranches
	• Properties zoned for agricultural use
	• Rural property > 10 acres
	• Commercial property
	• An investment property secured by a manufactured home
	• Single wide manufactured/mobile homes
	• Manufactured home:
	  - Located on a leasehold estate
	  - Located in a condo project
	  - Located in senior projects
	  - Involving trade equity or traded manufactured home
	  - Moved from another site (i.e. previously installed at another site) Home must have been delivered directly from the manufacturer/dealer to its current site
	Transactions with an Application Dated <u>on or after</u> September 18, 2023:
	• Condo projects in need of critical repairs, including material deficiencies and significant deferred maintenance
	• Condo projects under an evacuation order
	• Condo projects with a special assessment(s) that is due to critical required repairs
	• Projects with an “Unavailable” status in CPM

Property Acquired at Auction	If the subject property is purchased at auction, the combination of the buyer’s premium and the winning bid may be used to calculate the final sales price. The lesser of the final sales price or appraised value is used to determine the LTV/CLTV NOTE: The amount of the buyer’s premium should be common and customary for a typical auction transaction.

Property Flips	Eligible subject to underwriter review.
	• Property flips are subject to:
	  - Appraisal must support any value increases. Additional documentation may be required and a desk review or second appraisal may be required at underwriter discretion.
	  - Borrower must have excellent credit history, employment history, savings pattern, etc.

Property with an Accessory Dwelling Unit (ADU)	**Accessory Dwelling Units (ADU)** **Overview** An ADU is defined as an additional living area independent of the primary dwelling that has been added to, created within or detached from a primary 1-unit dwelling. The ADU must provide for living, sleeping, cooking, and bathroom facilities and be located on the same parcel as the primary 1-unit dwelling. The ADU may be site built or factory built (i.e. manufactured). ADUs include, but are not limited to: • A living area over a garage or in a basement, a small addition to the primary dwelling, a manufactured home that is real property, etc. NOTE: If the ADU is a manufactured home it must meet the manufactured home requirements stated in this guideline **and** the primary dwelling must be site-built (cont. on next page)

Property with an Accessory Dwelling Unit (ADU) (cont.)	**Accessory Dwelling Unit (ADU)** cont.
	The following applies to ADUs:
	• The primary unit must be a 1-unit SFR; ineligible with a 2-4 unit property. The appraiser determines the eligibility based on the appraiser's analysis of the characteristics of the property.
	• The ADU must be smaller in size than the primary dwelling
	• The ADU must have all of the following separate features:
	  - Means of ingress/egress. The ADU may include access to the primary dwelling, however it is **not considered** an ADU if it can **only** be accessed through the primary dwelling or the ADU area is open to the primary dwelling with no expectation of privacy
	  - A kitchen, that contains at minimum, cabinets, countertops, sink with running water, and a stove or stove hookup (hotplates, microwaves, etc. **not** acceptable) An independent second kitchen alone does not constitute an ADU and the removal of a stove does not change the ADU classification
	  - A sleeping area,
	  - Bathroom facilities and bathing area
	Legal ADU Appraisal Requirements
	• The appraisal must indicate the improvements are typical for the market, **and**
	• The appraiser must describe the unit and analyze any effect the accessory unit has on the value or marketability of the subject property, **and**
	• An aged, closed sale is acceptable as a comparable and an active listing or under contract sale will qualify as a supplemental exhibit to show marketability, **and**
	• The borrower must qualify for the mortgage **without** considering any rental income for the legal accessory unit, **and**
	• There is only one (1) accessory unit; multiple accessory units are ineligible
	Illegal ADU Appraisal Requirements
	If the ADU is not allowed under zoning (not allowed in any circumstance) the property is eligible subject to the following additional conditions:
	• The use conforms to the subject neighborhood and market, **and**
	• The property is appraised based upon its current use, **and**
	• The appraisal must indicate that the improvements represent a use that does not comply with zoning, **and**
	• The appraisal must indicate that the improvements are typical for the market through an analysis of at least two (2) comparable properties that have the same illegal use, **OR**
	• If recent sales are not available, a minimum of three (3) closed sales with the same illegal use are acceptable, **and**
	• The accessory unit cannot jeopardize any future hazard insurance claim that could be filed against the property, **and**
	• The borrower must qualify for the mortgage **without** considering any rental income from the illegal accessory unit, **and**
	• There is only one (1) accessory unit; multiple accessory units are ineligible.

Property with an Addition without Permits	If the appraiser identifies an addition that does not have the required permits the following is required: • The appraiser must comment on the quality and appearance of the work, **and** • The impact the addition might have, if any, on the market value of the subject property.
Property with an Illegal Conversion	Properties with an illegal conversion (e.g. garage converted to office/bedroom, screened in porch converted to laundry room, etc.) are eligible subject to the "Property with an Addition Without Permits" topic requirements **unless** the illegal conversion includes the amenities to make it a self-contained living space (e.g. a garage converted to a living space that includes a bathroom **and** kitchen). NOTE: In cases where the illegal conversion would be considered an accessory unit (living space, bathroom **and** kitchen) the conversion is subject to the guidelines under the "Illegal Accessory Unit" topic above.

Property with Solar Panels	**Ownership** Solar power ownership or financing structures include: • Borrower-owned panels, • Leasing Agreements, • Separately financed solar panels (the panels serve as collateral for debt distinct from any existing mortgage) or • Power Purchase Agreements (PPA) **Requirements** • Title cannot reflect any liens related to the ownership or maintenance of the solar panels that will result in a lien superior to Homebridge • Properties with solar panels that are owned by the borrower are eligible without additional requirements. • Properties with solar panels that are not owned by the borrower (i.e. financed and collateralized or leased from or owned by a third party under a power purchase agreement or other similar arrangement, whether applicable to the original agreement or as subsequently amended) are subject to Homebridge management prior approval and must meet all of Fannie Mae requirements • Separately financed solar panels must not contribute to the value of the property unless the related documents indicate the panels cannot be repossessed in the event of default on the associated financing • Requirements vary by the type of financing and collateralization or if subject to a PPA: - Solar panels that are financed and collateralized and the panels are collateral for separate debt used to purchase the panels **but are a fixture to the property** due to a Uniform Commercial Code (UCC) fixture filing the following applies: - Homebridge will review the credit and title report, appraisal and or UCC fixture filing, promissory note and security agreement that reflect the terms of the secured loan - The debt is included in the DTI, - The solar panels are considered in the value of the property **as long as** the solar panels cannot be repossessed for default, - The solar panels are included in other debt secured by the real estate in the CLTV calculation (because of the UCC filing). If the UCC filing is in the land records as a priority senior lien to the mortgage, **it must be subordinated**, **OR** - Solar panels are financed and collateralized and the panels are collateral **for separate non-mortgage debt** used to purchase the panels but **do not** appear on the title report, - Documentation to confirm the terms of the secured loan (credit report, title, UCC financing statement, promissory note or related security agreement) must be provided - The debt is included in the DTI, - The solar panels cannot have any contributory value to the property - The panels are not included in the LTV calculation, - The debt is not included in the CLTV calculation (the panels are considered personal property not affixed to the home) **OR** - Solar panels that are leased or owned under a PPA are subject to: - A copy of the lease or PPA must be provided - The solar panels cannot be included in the appraised value, - The value of the solar panels is not included in the LTV, even if a precautionary UCC filing is recorded, because the documented lease or PPA status takes priority - The value of the solar panels is not included in other debt secured by real estate in the CLTV calculation because the documented lease or PPA status takes priority - The property must maintain access to an alternate source of electric power that meets community standards.

Property with Solar Panels (cont.)	- **The monthly lease payment must be included in the debt-to-income (DTI) ratio calculation, unless the lease is structured to:**
	  ○ Provide delivery of a specific amount of energy at a fixed payment during a given period, **and**
	  ○ Has a production guarantee that compensates the borrower on a prorated basis in the event the solar panels fail to meet the energy output required for in the lease for that period.
	- **Payments under power purchase agreements where the payment is calculated solely based on the energy produced and used may <u>be excluded</u> from the DTI ratio.**
	- The lease or a 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); **and**
	  ○ 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 the panels are attached to **or** verification that the owner of the solar panels **is not named loss payee** (or named insured) on the property owner's property insurance policy; **and**
	  ○ In the event of foreclosure, Homebridge as the lender has the discretion to either:
	    ✓ Terminate the lease/agreement and require the 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.
	- Title exceptions due to the solar panels (e.g. easement) are acceptable provided the interest is not superior to Homebridge
	Uniform Commercial Code (UCC)
	• A UCC financing statement that covers personal property and is not intended as a "fixture filing" must be filed in the office identified in the applicable state's adopted version of the UCC
	• A "fixture filing" is a UCC-1 financing statement authorized and made in accordance with the UCC adopted in the state where the property is located. A fixture filing:
	  - Covers property that is, or will be, affixed to improvements such as real property
	  - If contains both a description of the collateral that is/will be affixed to the property and a description of the property
	  - Is filed in the same office that mortgages are recorded
	  - Filed in the land records provides notice to third parties, including title insurance companies, of the existence and perfection of a security interest in the fixture
	  - If properly filed, the security interest in the described fixture, **has priority over the lien of a subsequently recorded mortgage**
	PACE/HERO Financing
	If the solar panels are financed with a PACE/HERO loan the transaction is ineligible unless the PACE/HERO financing is paid in full prior to or at closing

Refinance Transactions	**Rate/Term Refinance**:
	• Properties listed for sale must be taken off the market on or before the disbursement date of the new loan **and** borrower must provide written confirmation of their intent to occupy the property (primary residences only require intent to occupy property confirmation)
	• A rate/term refinance transaction will have a seasoning requirement if a cash-out refinance was completed on the subject property within the previous 30 days
	   - A 30 day seasoning requirement applies measured from the Note date of the cash-out transaction to the application date of the rate/term refinance
	• **Rate/Term Transactions with an Application Dated on or after September 1, 2023 the following applies:**
	   - At least one borrower on the new loan must be an owner (on title) of the subject property at the time of initial application **except** as follows:
	      - The borrower acquired the property through an inheritance or was legally awarded the property (e.g. through a divorce, separation, or dissolution of a domestic partnership), **OR**
	      - The property was previously owned by an inter vivos revocable trust an the borrower is the primary beneficiary of the trust
	• **Construction-to-Perm Two-Closing Transactions:** The payoff of a construction loan, **plus documented** construction cost overruns, may be included in the new loan amount on a rate/term refinance. **The construction cost overruns must be paid directly to the builder at loan closing**
	Cash-Out Refinance: Properties listed for sale in the 6 months prior to the disbursement date must be taken off the market on or before the disbursement date of the new loan.
	• Cash-out transactions require a minimum 12 months seasoning (12 months **from the Note date of previous transaction to Note date of the new loan**) except as follows:
	   - Delayed financing guidelines are met (refer to the Delayed Financing topic), or
	   - The borrower inherited or was legally awarded the property (divorce, separation or dissolution of domestic partnership)
	   - At least one borrower must have been on title for a minimum of six (6) months prior to the disbursement date of the new loan
	NOTE: Property ownership held in an LLC is eligible to meet the 6 month **title seasoning** requirement if the borrower was 100% owner or a majority-owner of the LLC. The property **must be taken out of the LLC prior to disbursement of the new loan funds**

Refinance Transactions (cont.)	• **Delayed Financing** - Borrowers who purchased the subject property within the past six months (purchase date to disbursement date of the new loan) are eligible for a cash-out refinance when no financing was obtained for the purchase transaction and **all** of the following requirements are met: - The borrower must have initially purchased the property as one of the following: - A natural person, - An eligible inter vivos revocable trust, where the borrower established that trust and is the beneficiary of the trust, or - An LLC or partnership in which the borrower(s) have 100% ownership (individual or joint); **and** - The new loan amount cannot exceed the actual documented amount of the borrower's initial investment to purchase the property plus the financing of closing costs, prepaid fees, and points (subject to the maximum LTV/CLTV ratios for a cash-out transaction based on the current appraised value); **and** - The purchase transaction was an arms-length transaction; **and** - The CD from the original transaction is required to confirm that there was no mortgage financing used to obtain the property; **and** The source of the funds used to purchase the property can be documented (i.e. bank statements, personal loan documents, HELOC against another property) and were the borrower's own funds; **and** NOTE: If gift funds were used to purchase the property, they may not be reimbursed with the proceeds from the new loan. - The preliminary title documentation must not indicate any existing liens on the subject property. If the source of the funds to acquire the property was an unsecured loan or secured by an asset other than a subject property (e.g. HELOC), the CD for the refinance transaction must reflect that **all** cash-out proceeds be used to pay off or pay down, as applicable, the loan used to purchase the property; **and** - An "Approve/Eligible" Finding from DU is required and the transaction must meet all other cash-out eligibility requirements **Financing Real Estate Taxes –** the following applies when real estate taxes are financed: • **Limited Cash-Out (Rate/Term) Refinance:** - **Non-delinquent (≤ 60 days past due) Property Taxes**: Non-delinquent property taxes may be included in the loan amount on a rate/term refinance transaction subject to: - The property taxes must be paid in full through the transaction, and - The property tax payment must be paid directly to the taxing authority through closing; the borrower cannot receive any funds required to pay the property tax - **Delinquent (> 60 days past due) Property Taxes**: **Ineligible** for a rate/term refinance; must be a cash-out transaction (see below for requirements) • **Cash-Out Refinance**: - A loan with financed real estate taxes that are more than 60 days delinquent is eligible as long as an escrow account is established. If an escrow account is **not** established the loan is **ineligible** unless requiring an escrow account is not permitted under applicable state law or regulation.
Refinance Transactions – Cash-out to Payoff Student Loans	A cash-out refinance obtained specifically to pay off student loan debt is eligible subject to **all** of the following: • At least one student loan must be paid off in full with the proceeds from the loan, **and** • The cash-out loan proceeds must be paid directly to the student loan servicer, **and** • The borrower must be personally obligated on the student loan being paid through the transaction, **and** • Maximum cash back to the borrower is 2% or $2,000, **and** • The property cannot be listed for sale at time of disbursement, **and** • Payoff of taxes is ineligible unless an escrow account is established, **and** • Payoff of delinquent taxes is **ineligible** Standard cash-out LTV/CLTV ratios apply. The LLPA applied to cash-out transactions will be **waived** when **all** of the above stated requirements are met. **NOTE:** Proceeds from the cash-out to payoff student loans transaction may only be used to pay off student loan(s) and the first lien/subordinate lien used to purchase the property. If proceeds from the transaction are used to pay down/off any **non-mortgage debt** the transaction will be considered a standard cash-out and the LLPA will be applied

Rent-Related Credits	**<u>Rent Credit with Option to Purchase</u>**
	Rent credit with an option to purchase is the portion of rental/lease payments paid by the borrower that can be credited towards the down payment or minimum borrower contribution under a documented rental or purchase agreement.
	• The borrower is not required to make a minimum borrower contribution from their own funds for the rental/lease payments to be credited toward the down payment
	• The rent credit is not considered an interested party contribution
	Calculating the Rent Credit
	The rent credit from the seller for the down payment is determined by calculating the difference between the market rent and the actual rent paid by the borrower.
	• The market rent is determined by the appraiser in the appraisal of the subject property, and
	• The credit may be no more than the difference between the market rent and the actual rent paid
	Documentation Requirements
	The following documentation is required:
	• A copy of the rental/lease with an option to purchase agreement that evidences the following:
	  - An original term of at least 12 months,
	  - The total number of months of the agreement,
	  - The monthly rental amount, and
	  - The amount of the monthly rent credit
	• Copies of the borrower's canceled checks, bank statements, money order receipts or other reasonable methods evidencing the rental payments over the term of the agreement. The documentation must clearly indicate the payee and the amount being paid
	• The appraisal of the subject property reflecting the market rent amount
	<u>Loans with an Application Dated on or after October 7, 2024: Rent-Back Credit</u>
	A rent-back credit is money paid by the seller of the property to the borrower (buyer) for allowing the seller to remain in the subject property for a specified period of time after closing.
	Rent-back credits **are not** an eligible source of funds for closing costs, down payment, or to satisfy reserve requirements when qualifying the borrower and **cannot** be used when qualifying the borrower.
	NOTE: If the property is the borrower's principal residence, the borrower must meet FNMA's occupancy requirements which requires the borrower to occupy the property within 60 days

Reserves	• Reserves are per DU Findings • When the borrower has multiple financed properties, refer to the Financed Properties topic for detailed information on determining the amount of reserves required. **Acceptable Sources of Reserves**: • Checking/savings accounts, • Investments in stocks, bonds, mutual funds, certificates of deposit, money market funds, and trust accounts • Vested amount in retirement accounts, and • Cash value of a vested life insurance policy **Unacceptable Sources of Reserves** • Cash-out proceeds from a cash-out refinance transaction on the subject property • Interested party contributions, • Personal unsecured loans, • Rent-back credit, • Stock options and non-vested restricted stock • Stock held in an unlisted corporation, • Funds that have not been vested, • Funds that cannot be withdrawn under circumstances other than the account owner's retirement, employment termination, or death.
Sales Contract: Electronic Signatures	A sales/purchase contract that was signed by the buyer using an electronic signature is acceptable subject to the following: • The electronic sales/purchase contract process was managed by a licensed real estate broker, **and** • The electronic sales/purchase contract complies with all Fannie Mae requirements, **and** • The electronic sales/purchase contract is true, complete, accurate and duly signed by all parties, **and** Any affidavits or other documents that require notarization associated with the electronic/purchase contract are paper documents executed with a traditional handwritten ink signature and were notarized using a traditional notary seal
Seller Contributions	Refer to the Interested Party Contributions topic for seller contribution limits

Subordinate Financing	• Eligible subject to the CLTV limits on the matrix located on pages 1 and 2. Max CLTV is 105% for a fixed rate owner-occupied property with a Community Second.
	• If existing subordinate financing is a HELOC, the full amount of the available credit must be used to determine the HCLTV.
	• Unacceptable subordinate financing terms include:
	  - Mortgages with negative amortization (with the exception of employer subordinate financing that has deferred payments)
	  - Subordinate financing that does not fully amortize under a level monthly payment plan where the maturity or balloon payment date is less than 5 years after the Note date of the new fist mortgage
	  - Subordinate financing that has a prepayment penalty
	• If using a Community Second, program must be currently approved by Homebridge. Refer to the Approved DPA/Community Program list located under Working With Us on the Homebridge website at www.homebridgewholesale.com for eligible programs. All Fannie Mae Community Seconds requirements must be met.
	• PACE/HERO financing is ineligible subordinate financing

Temporary Buydowns	Temporary buydowns allow the borrower to lower their monthly mortgage payment for a limited time through a temporary buydown of the initial interest rate
	The temporary buydown feature is subject to the following:
	• Fixed rate purchase transactions **only**
	• 1-4 unit primary residence and 1-unit second home; investment and manufactured homes **ineligible**
	• **Buydowns may be funded by one of the following:**
	  - Seller,
	  - Realtor - Selling Agent (aka Buyer's Agent) **or** Listing Agent (aka Seller's Agent), or
	  - Lender
	NOTE: **Buydowns may only be funded by one party**; funding of the buydown cannot be split between parties
	• Interested party contribution limits apply
	• Buydowns are qualified at the Note rate
	• A 1/0, 1/1, 1/1/1, 2/1, or 3/2/1 buydown available
	• Buydown funds are deposited into an escrow account and the Servicer will disburse funds from the escrow account each month to make the full mortgage payment
	
	Example of a 2/1 Buydown
	• Initial Note Rate: 5%
	• First Year: Interest rate is 3% (2% lower than initial)
	• Second Year: Interest rate is 4% (1% lower than initial)
	• Third Year: The initial Note rate of 5% is in place for the remainder of the loan term
	
	Example of a 3/2/1 Buydown
	• Initial Note Rate: 5%
	• First Year: Interest rate is 2% (3% lower than initial)
	• Second Year: Interest rate is 3% (2% lower than initial)
	• Third Year: Interest rate is 4% (1% lower than initial
	• Fourth Year: The initial Note rate of 5% is in place for the remainder of the loan term
	
	Example of a 1/1/1 Buydown:
	The Interest rate is 1% below the Note rate for the first 3-years of the loan
	• Initial Note Rate: 5%
	• First Year: Interest rate is 4% (1% lower than initial)
	• Second Year: Interest rate is 4% (1% lower than initial)
	• Third Year: Interest rate is 4% (1% lower than initial
	• Fourth Year: The initial Note rate of 5% is in place for the remainder of the loan term

Temporary Buydown Eligible Transactions Quick Reference Guide	
Transaction Types	**Eligible**
Fixed rate	Yes
ARM	No
Primary residence (1-4 units)/Second Home	Yes
Investment	No
Purchase transactions	Yes
Refinance transactions	No
Manufactured	Yes
Texas Equity	No

Texas Section 50(a)(6) (Texas Equity)	A Texas Section 50(a)(6) loan (aka Texas Home Equity) is a cash-out refinance. A current Texas equity loan may be refinanced as a rate/term refinance subject to specific requirements. See requirements specific to a Texas Equity Being Refinanced as a Rate/Term Transaction topic. The following applies: • Cash-out refinance • Owner-occupied primary residence classified as a homestead under Texas law • All borrowers must reside in the home • Non-occupant co-borrowers are not allowed • Maximum 80% LTV/CLTV • Subordinate financing not allowed (all liens must be paid in full by refinance transaction) • 1-unit single family residence, PUD or condo • "Approve/Eligible" DU Finding required • Maximum of 10 acres, no exceptions. Land that is taxed as agricultural is eligible NOTE: The borrower cannot obtain an agricultural designation **after** they have originated a Texas equity loan (state of Texas restriction) • Maximum 2% fee limitation for all closing costs, fees and charges. The following are excluded from the limitation: - Prepaid and bona fide discount points (discount points eligible if borrowers sign an "Election to Pay Discount Points" affidavit at closing), - Escrow reserves, - Insurance premiums, - Property taxes paid at closing, - Per diem interest - Homeowner's insurance, - Title insurance premium and endorsement fees, - Survey costs, and - Third party appraisal fees • Notice Concerning Extension of Credit required (aka "12 Day Disclosure"): - Borrower and non-borrowing spouse (if applicable) must sign the Notice Concerning Extension of Credit, - The loan cannot close until 12 days after the Notice was signed. • A survey is required • Loan must close at the closing agent's office; it cannot close at the borrower's home • Borrower must receive a copy of the final 1003 along with the CD for review a minimum of 24 hours prior to closing • All married parties, regardless if on the loan or not, must sign the Deed of Trust and Notice of Right to Cancel as Texas is a community property state • Borrower(s) cannot sign early (i.e. cannot sign before the date of the closing package). • Deed of Trust: Trustee must be completed on the Security Instrument (must be a Texas resident and is typically an attorney) • Property taxes are due yearly in December. Tax Certificates are generally provided. School, city, county and MUD taxes are common • Waiting periods: - The loan cannot close until the Notice Concerning Extensions of Credit (12 Day Disclosure) has been signed and received by Homebridge for 12 days. - The loan cannot close until 24 hours after the borrower(s) have signed the final CD Settlement Statement and the final 1003. - There is a 12 months seasoning requirement. The loan cannot close until a minimum of 12 months have passed after the closing of the previous loan. • There is a 3 day right of rescission period • Fixed rate only; ARMs ineligible

Texas Section 50(a)(6) (Texas Equity) (cont.)	**Texas Equity Being Refinanced as a Rate/Term Transaction** The following are specific requirements for a current Texas equity loan being refinanced as rate/term: • A minimum of one (1) year has passed since the home equity loan closed • Rate/term refinances are also limited to 80% CLTV • The borrower **cannot receive any cash at close** • The borrower must sign the Notice Concerning Refinance of Existing Home Equity Loan to Non-Home Equity Loan **within 3-days of loan application and a minimum of 12 calendar days prior to loan closing** (a new application will be required if Notice not signed within 3 days of application) **NOTE:** The state of Texas does not have a specific seasoning requirement for the refinance of a rate/term transaction; Fannie Mae requirements apply.
Transactions – Eligible	• Purchase • Limited cash-out refinance (rate/term) • Cash-out refinance
Transactions – Ineligible	• Any transaction without a DU "Approval/Eligible" Finding • Manual underwrites • High balance transactions with an LTV > 95% • Transactions with a non-occupant co-borrower with an LTV > 95% • Interest-only • Fannie Mae HomePath Renovation • Non-arm's length transaction that involves new construction and the loan is secured by a second home or investment property • Refinance transactions where the property was listed for sale at time of loan disbursement. • Transactions where the property securing the loan is subject to a private transfer fee covenant created on or after Feb. 8, 2011 and the fee collected does not directly benefit the property • Transaction with CA HERO program subordinate financing • Transactions that involve a property with a property tax deferral • Land trusts (i.e. **non**-community land trusts). Community land trusts are eligible