Jumbo Series H Product Profile: Wholesale

Matrices

Primary Residence - Purchase and Rate & Term Refinance				
		Single Family Detached/ Attached, PUD, Detached Condo[4], Attached Condo[4] with FICO >720	Attached Condo with FICO <720[4]	Min. FICO
Loan Amount[2]	Market Class[3]	Max LTV/CLTV	Max LTV/CLTV	
≤$750,000	1	75%[1]	75%	700 - Fixed 720 - ARMs
		80%		
	2	80%	75%	
	2 Restricted	80% with FICO ≥740	75%	
		75% with FICO <740		
	3	75%	70%	
	4	70%	65%	
>$750,000 - $1,500,000	1	80%	75%	
	2	80%	75%	
	2 Restricted	80% with FICO ≥740	75%	
		75% with FICO <740		
	3	75%	70%	
	4	70%	65%	

Primary Residence - Cash Out Single Family Detached/Attached, PUD, Condo				
Loan Amount[2]	Market Class[3]	Max LTV/CLTV	Max. Cash Out	Min. FICO
≤$1,500,000	1	70%	>65% LTV: $400,000 ≤$65% LTV: $500,000	720
	2	70%		
	2 Restricted	70% with FICO ≥760		
		65% with FICO <760		
	3	65%		
	4	60%		

Second Home - Purchase and Rate & Term Refinance				
		Single Family Detached/ Attached, PUD, Detached Condo[4], Attached Condo with FICO >720[4]	Attached Condo with FICO <720[4]	Min. FICO
Loan Amount[2]	Market Class[3]	Max LTV/CLTV	Max LTV/CLTV	
≤$650,000	1	80%	75%	700 - Fixed 720 - ARM
	2	80%		
	2 Restricted	80% with FICO ≥740		
		75% with FICO <740		
	3	75%	70%	
	4	70%	65%	
>$650,000 - $1,500,000	1	75%	70%	
	2	75%		
	2 Restricted	75% with FICO ≥740		
		70% with FICO <740		
	3	70%	65%	
	4	65%	60%	

[1] Max CLTV 85%. CLTVs above 80% are not eligible for properties experiencing interrupted or unstable utility service hazards as identified by the appraiser. Properties located in Fairfield County, Connecticut are ineligible for Loans with CLTVs greater than 80%.

[2] Minimum loan amounts must be greater than $484,351.00

[3] Refer to Market Classification Exhibit on NPF portal

[4] Miami-Dade County, Florida condos - maximum LTV/CLTV is 70%

Quick Links

Back to Top

Back to Top

Back to Top

Section 1: Program Summary	
1.1 Program Summary	
Program Summary	The Jumbo Series H product is designed for borrowers with excellent credit, significant reserves and disposable income. Due to the strong credit characteristics associated with this type of borrower, the Series H provides for more flexible financing solutions. Unless otherwise noted the more restrictive of the Fannie Mae Selling Guide or Appendix Q should be followed.
1.2 Underwriting	
Underwriting	All loans will be manually underwritten but are also required to be run through DU and must receive an Approve. • The AUS decision is used from an informational standpoint only and is not to be considered an eligibility/decision tool or documentation waiver. • The DU findings are required to be updated and imaged throughout the process by the NewRez underwriter and loan level data is required to match the loan file at clear to close • Unless otherwise noted the more restrictive of the Fannie Mae Selling Guide or Appendix Q should be followed. **Delegated underwriting:** The NewRez Underwriter is responsible for credit approval for eligible Jumbo Series H loans. The investor is responsible for the validation of the appraised value.
1.3 Ability to Repay and Qualified Mortgage Rule	
Ability to Repay & Qualified Mortgage Rule	No mortgage loan may be originated under NewRez's Jumbo Series H program unless the loan meets the "Qualified Mortgage" criteria and is eligible for safe harbor protection under the CFPB's "Qualified Mortgage Rule" (12 CFR Part 1026.43).
Section 2: Program Eligibility	
2.1 Minimum Loan Amounts	
Min Loan Amounts	The minimum loan amount is $484,351.00
2.2 Eligible Terms and Programs	

Eligible Terms & Programs:

Term	Product Name
10-year fixed	NewRez Jumbo Series H 10 Yr Fixed
15-year fixed	NewRez Jumbo Series H 15 Yr Fixed
20-year fixed	NewRez Jumbo Series H 20 Yr Fixed
30-year fixed	NewRez Jumbo Series H 30 Yr Fixed
5/1 ARM	NewRez Jumbo Series H 5/1 ARM
7/1 ARM	NewRez Jumbo Series H 7/1 ARM
10/1 ARM	NewRez Jumbo Series H 10/1 ARM

Back to Top

2.3 ARM Adjustments

Arm Adjustments

<table>
<tr><th>Characteristic</th><th colspan="4">LIBOR ARM</th></tr>
<tr><td>Index</td><td colspan="4">LIBOR – The average of interbank offered rates for 1-year U.S. dollar-denominated deposits in the London market (LIBOR) as published in The Wall Street Journal.</td></tr>
<tr><td>Margin</td><td colspan="4">2.25%</td></tr>
<tr><td>Life Floor</td><td colspan="4">The floor is the margin.</td></tr>
<tr><td rowspan="2">Interest Rate Caps</td><td>Product</td><td>First Adjustment</td><td>Subsequent Adjustments</td><td>Lifetime</td></tr>
<tr><td>5/1, 7/1 & 10/1</td><td>2%</td><td>2%</td><td>5%</td></tr>
<tr><td rowspan="3">Change Date</td><td>5/1</td><td colspan="3">The first Change Date is the 61th payment due date. Subsequent Change Dates are every twelve (12) months thereafter.</td></tr>
<tr><td>7/1</td><td colspan="3">The first Change Date is the 85th payment due date. Subsequent Change Dates are every twelve (12) months thereafter.</td></tr>
<tr><td>10/1</td><td colspan="3">The first Change Date is the 121st payment due date. Subsequent Change Dates are every twelve (12) months thereafter.</td></tr>
<tr><td>Conversion Option</td><td colspan="4">Not Available.</td></tr>
</table>

2.4 Assumable

Assumable

- Fixed Rate loans are not assumable
- ARM loans are assumable after the fixed rate period

2.5 Convertible

Convertible	Conversion not permitted

2.6 Eligible Transactions

Eligible Transactions

- Purchase
- Rate & Term (Limited Cash-out) Refinance
- Cash-out Refinance

2.7 Purchases

Purchases

A purchase money transaction is one in which the proceeds are used to finance the acquisition of a property or to finance the acquisition and rehabilitation of a property. In order to determine eligibility, the following requirements must be satisfied:

- A copy of the fully executed purchase contract and all attachments or addenda is required
- Proceeds from the transaction cannot be used to give the borrower cash back other than an amount representing reimbursement for the borrower's earnest money deposit, overpayment of a fee, or a legitimate pro-rated real estate tax credit when real estate taxes are paid in arrears
- A Certificate of Occupancy from the applicable government authority must be retained in the file, unless a Certificate of Occupancy is not required by the applicable local government in which case the original appraisal report must indicate a certificate of occupancy is not issued in the applicable location or in writing by the applicable local government. If the subject property is not complete per the plans and specifications at the time of the appraiser's inspection an Appraisal Update and/or Completion Report (442) must be obtained prior to loan approval. One of these items is required on all new construction, regardless of whether the transaction is a construction-to-permanent loan
- Seller provided subordinate financing not permitted.
- Employer to employee sales or transfers not permitted.
- If the subject property is being purchased for occupancy by a direct family member, the following criteria apply:

Back to Top

If…	And the borrower's relationship is…	Then occupancy is considered…
Only the occupant's income needed to qualify	N/A (borrowers do not have to be related)	Primary residence
Only the non-occupant borrower's income is needed to qualify	Direct family members (parent/child/sibling)	Second Home
	Not a direct family member	Investment property
Both the occupant and non-occupant borrowers' incomes are needed to qualify	N/A (borrowers do not have to be related)	Investment property

Additionally, when qualifying using only the non-borrower's income, the following restrictions apply:

If…	Then…
The primary income earner's FICO is $\geq$ 740	The maximum LTV/CLTV is 5% below the second home eligibility.
The primary income earner's FICO is $\geq$ 700 and < 740	The maximum LTV/CLTV is 10% below the second home eligibility.

2.8 Refinances (General)

Refinances (General)

- All refinance transactions must pass the NewRez Net Tangible Benefit Test.
- Short pay-offs (short refinances) where a new loan is originated resulting in a forgiveness of a portion of principal and/or interest on the first or second mortgage are not permitted.

2.9 Rate & Term Refinances

Rate & Term Refinances

Rate-Term Refinances consist of the following transaction types:

- Payoff of the current mortgage to include principal balance plus accrued interest, and any required prepayment penalty, only. (Other costs such as late fees and past-due amounts may not be paid with the new loan proceeds.)
  - If the first mortgage is a Home Equity Line of Credit (HELOC) a copy of the HUD-1 Settlement Statement or Closing Disclosure from the borrower's purchase of the subject property, or documentation of home improvements made to the property, must be provided evidencing the proceeds were used in their entirety to acquire or improve the subject property.
- Payoff of subordinate financing is permissible provided the subordinate lien was used in its entirety to acquire or improve the subject property as evidenced by the fully executed contracts, paid invoices from the builder and draws/cancelled checks Refinances where the borrower receives incidental cash-back (amounts limited to the lesser of 1% of the loan subject property loan amount)
  - Recoupment of borrower's liquid assets used for capital improvements to the subject property as evidenced by borrower bank statements documenting source of funds and fully executed contracts, cancelled checks and paid invoices
- Payoff of any other mortgage lien against the subject, provided:
  - The lien has been open at least 12 months, and
  - Total draws in the past 12 months do not exceed 2% of the new first mortgage amount.
- A co-owner is completing an equity buy-out and all of the following criteria are met:
  - The property was jointly owned by all parties for at least the 12 months preceding the date of the mortgage application.
  - The property must be the primary residence.
  - Evidence of a satisfactory mortgage history is provided.
  - A written agreement signed by all parties is required stating:
    - the terms of the property transfer, and

Back to Top

	▪ the disposition of the proceeds from the refinance o The borrower who retains sole ownership of the property may not receive any cash proceeds from the refinance. • Curtailments at closing: A principal curtailment may be applied at closing to bring the loan into compliance with the 1% maximum cash back requirement. • Payoff or buy out of other heirs identified in a Final Will along with a fully executed agreement signed by all parties confirming buy out amounts of each heir. • Payoff of a recorded installment land contract with fully executed contract and evidence of 12 months satisfactory payment history. Standard loan fees (e.g., closing costs on the new mortgage; prepaid finance charges, such as interest, taxes, insurance, etc.; and points) may be included in the refinance transaction. Refinance of Loans with Less Than One Year Seasoning • See Property Flips/Rapid Appreciation and Refinance of Loans with Less Than One Year Seasoning for additional information. Note: For refinances in Texas, a copy of the current mortgage or note is required to determine if the previous terms are subject to Texas Section 50(a)(6). Ineligible Rate/Term Refinances: • Subject property has been listed for sale in the past 6 months based on application date
2.10 Cash-out Refinances (including Debt Consolidation)	
Cash-out Refinances	The amount of a Cash-Out Refinance may include the present first mortgage loan payoff, subordinate liens (if applicable), closing costs and additional cash in hand to the Borrower. Requirements: • Refer to Eligibility Grids for maximum cash out limits • Refinance of Loans with Less Than One Year Seasoning o See Property Flips/Rapid Appreciation and Refinance of Loans with Less Than One Year Seasoning for additional information. • A letter of explanation is required on all cash-out refinances. Any proposed new debt must be factored into the qualifying DTI • Refer to eligibility grids for maximum cash out limits • Cash-back proceeds may be used to pay existing debts o To exclude the installment debt from total obligations, the entire balance must be paid off at or prior to Closing. o Payoff of revolving debt in order to qualify is not allowed. • Payoff of private financing seasoning at least one year from the subject note date • Payoff of a construction loan is permitted with the following conditions: o Lot was acquired 12 months or more from the subject application date. o The LTV/CLTV is based on the lesser of: ▪ The current appraised value, or ▪ The total acquisition costs (sum of construction costs and the lower of the sales price or current appraised value of the lot)

Back to Top

2.11 Texas 50(f)(2) Loans

Texas 50(f)(2) Loans

Texas 50(f)(2) loans allow the refinance of a home equity loan into a non-home equity loan per the Texas Constitution. These loans are limited to an 80% LTV/CLTV and no additional funds may be rolled into the loan (except closing costs and pre-paids).

(f)(2) Determination:

New Loan Amount pays off existing lien and….	If existing lien is a non-50(a)(6); then the new lien is….	If existing lien is a 50(a)(6); then the new lien is….
Provides even $1 cash to the borrower	Texas (a)(6)	Texas (a)(6)
Pays off/down an existing TX (a)(6) lien with no cash to borrower	Texas (a)(6)	Texas (f)(2) – if seasoning requirements are met*
Pays off/down an existing TX (a)(6) lien with cash to borrower	Texas (a)(6)	Texas (a)(6)
The new lien is < existing UPB (no new funds)	Non-Texas (a)(6)	Texas (f)(2) – if seasoning requirements are met*
Funds, prepaids and/or closing costs	Non-Texas (a)(6)	Texas (f)(2) – if seasoning requirements are met*
Pays off/down a purchase money 2nd	Non-Texas (a)(6)	Texas (f)(2) – if seasoning requirements are met*
Pays off/down an existing Secured Home Improvement Loan (mechanic's lien)	Non-Texas (a)(6)	Texas (f)(2) – if seasoning requirements are met*
Provides funds to satisfy a court ordered Divorce Equity Buyout	Non-Texas (a)(6)	Texas (a)(6)

*Borrower may elect to have loan remain a Texas (a)(6). Refer to Texas A6 profile.

Special Considerations:

Loan may not close until:

- Twelve days after the borrower submits the loan application or all borrowers sign the 12-day notice, whichever is later.
- One day after the borrowers receive a copy of the Settlement Statement and Closing Disclosure.
  After the one-year anniversary of the closing of an existing Texas (a)(6) loan.

New subordinate financing is not permitted on a first lien Texas 50(f)(2).

Attorney Review:

All Texas 50 (f)(2) loans must be reviewed and certified by an NewRez approved TX Attorney prior to loan closing. NewRez's approved firms include:

- Black, Mann and Graham
- Peirson Patterson

Additional Requirements:

- Total financed closing costs are limited to 10% of the new loan amount.
- Special title insurance coverage must be obtained when impounds for prepaid expenses are included in the new loan amount. The following must be included as a Schedule B Exception:
  - Possible defect in lien of the insured mortgage because of the insured's inclusion of reserves or impounds for taxes and insurance in the original principal of the indebtedness secured by the insured mortgage.
- Incidental cash back to the borrower at Closing is not allowed.

Options when paid outside Closing (POCs) costs are credited to closing costs:

- The amount of paid outside closing (POC) costs up to $1,000 may be applied as a principal reduction at Closing. However, the principal and interest payment on the Loan may not

Back to Top

	be adjusted and the Loan may not be re-amortized. If the amount to be credited exceeds $1,000 the loan amount must be reduced and the closing documents redrawn. • The amount of the POC may be applied as a credit towards closing costs reducing the amount of cash needed to close. • The borrower's POC items may be applied as a credit to closing costs resulting in reimbursement to the borrower of not more than the amount paid prior to Closing. Please note this is the only circumstance when the Closing Disclosure may reflect any cash back to the borrower on rate/term refinance transactions of homestead property in Texas. Subordinate liens: Transactions that include subordinate liens have the following restrictions: • Only one lien subject to Texas Section 50(a)(6) provisions may be secured by the subject property at any given time, regardless of lien position. • When the subordinate lien is subject to Texas Section 50(a)(6) provisions, the maximum LTV/TLTV/CLTV is the lesser of 80% or the maximum allowed by product or loan amount. Payoff of subordinate lien(s): • If the subordinate lien was used entirely for home improvements, it must have been originally closed using the entire amount for home improvements as evidenced by a mechanic's lien contract on the commitment for title insurance. Documenting home improvements by obtaining canceled checks, invoices, receipts, lien waivers, etc., is not acceptable. • Payoff of Federal or Owelty liens are not permitted.
2.12 Refinance of Loans with Less Than One Year Seasoning	

Refi Less Than One Year	Underwriting should carefully analyze transactions involving the payoff of a first lien that has been seasoned for less than twelve (12) months.
	
	If the first lien being paid off was a purchase transaction, the LTV/CLTV must be determined as follows:
	• For properties with no home improvements completed, use the lower of:
	    ○ Original documented purchase price
	    ○ New appraised value
	• For properties with home improvements completed, use the lower of:
	    ○ Original documented purchase price plus documented home improvements
	    ○ New appraised value
	
	Home improvements must have been completed since the lien was originated, construction costs must be documented (paid receipts, cancelled checks, construction contracts, etc.), and the improvements must be supported by the current valuation. Home improvements may not equate to a dollar-for-dollar increase in value, and contributory value should be considered.
	
	<u>Title Changes Less Than 12 Months:</u>
	
	The following title changes are eligible with appropriate documentation to evidence the relationship and to show that there is not an unrelated party entering the chain of title:
	• Marriage, domestic partner, civil union as evidenced by a marriage, domestic partnership or civil union certificate;
	• Court-ordered, i.e. divorce, death or inheritance as evidenced by a divorce decree, court order or estate documents;

Back to Top

	• Transfer out of an LLC where the borrowers match the members of the LLC as evidenced by the LLC certification or Articles of Organization showing no members other than the borrowers on the subject transaction.
	  ○ Transfer of ownership from a corporation to an individual does not meet the requirement
	Transactions that do not meet the requirements above are eligible when the following criteria are met:
	• The borrower has been on title for more than six (6) months, and
	• The reason for the title transfer is satisfactorily explained, and
	• Identity of Interest requirements below have been met:
	  ○ Second home: 1-unit, single family residence
	  ○ For newly constructed properties, the Loan is not an eligible transaction when:
	    ▪ Property is a second home AND
	    ▪ The borrower has a relationship or business affiliation (any ownership interest, or employment) with the builder, developer, or seller of the property.
	  ○ Borrower must provide a copy of the canceled earnest money check to verify payment to the Seller.
	  ○ A satisfactory payment history on the existing mortgage showing no pattern of delinquency within the last 12 months.
	  ○ Borrower must provide a written explanation stating the relationship to the seller and the reason for purchase.

2.13 Inherited or Awarded Property	
Inherited Property	Inherited or awarded properties are permitted provided the borrower has recently inherited, or was legally awarded the property through a divorce, separation, or dissolution of a domestic partnership. Appropriate legal documentation is to be provided to support the inheritance. If the subject property was inherited less than 12 months prior to loan application, the transaction is deemed a rate and term refinance and is subject to the following requirements: • Proceeds must be used to buy-out the documented equity interest of others. Equity owners must be paid at settlement. • The subject property must have cleared probate and the property must be owned in the Borrower's name. • Current appraised value is used for LTV/CLTV/HCLTV determination. • In order to complete a cash-out transaction following standard program guidelines, the borrower must have a 12-month minimum ownership at the time of loan application.
2.14 Delayed Financing	
Delayed Financing	Not permitted
2.15 Subordinate Financing	
Subordinate Financing	• Refer to eligibility grids for maximum subordinate financing limits. • The Re-subordination of existing subordinate financing will be allowed so long as the maximum CLTV/HCLTV does not exceed the maximum LTV permitted by the program matrix • The pay-off of an existing subordinate lien with the borrower's own funds is also permitted. The following requirements apply to the terms of the subordinate financing: • The subordinate financing must be recorded and clearly subordinate to the new mortgage; title must indicate the lien is in second position • Institutional Financing only. Seller or private party subordinate financing not permitted

Back to Top

	• If there is an outstanding balance at the time of closing, the payment on the subordinate financing must be included in the calculation of the borrower's debt to income ratio.
	• Secondary financing must be reviewed to ensure that there are no terms that restrict prepayment. Terms that restrict prepayment are not permitted as acceptable secondary financing. Terms that require payment of certain closing costs that were waived upon origination of the subordinate lien loan are not considered a restriction of prepayment.
	• Negative amortization is not allowed. The scheduled payments must be sufficient to cover at least the interest due.
	• Subordinate financing must have terms with interest at market rate
	
	If the debt is a home equity line of credit:
	• The CLTV ratio is calculated by adding the full HELOC credit line limit (rather than the amount drawn on the HELOC) to the first mortgage amount, plus any other subordinate financing, and dividing that sum by the value of the mortgaged premises.
	• The HCLTV ratio is calculated by adding the full HELOC credit line limit to the first mortgage amount, plus any other subordinate financing, and dividing the sum by the value of the mortgaged premises.
	  o The terms of a HELOC may not provide for a balloon or call option within the first five years after the note date of the new first mortgage
	
	If the second is a closed end subordinate lien:
	• Maturity date or amortization basis of the junior lien must not be less than five years after the note date of the first lien mortgage, unless the junior lien is fully amortizing
	• The loan cannot have a balloon or call option within five years of the date of the Note
	
	If the subordinate financing is from the borrower's employer:
	• Employer must have an Employee Financing Assistance Program.
	• The financing terms may **not** provide for the employer to require full repayment of the debt if the borrower's employment is terminated (either voluntarily or involuntarily) before the maturity date of the subordinate financing.
	• Financing may be structured in any of the following ways:
	  o Fully amortizing level monthly payments
	  o Deferred payments over the entire term
	  o Forgiveness of debt over time
	  o Balloon payment of no less than five (5) years, or the borrower must have sufficient liquidity to pay off the subordinate lien
	
	In all instances, the following items are required:
	• A copy of the signed subordinate note or direct verification from the lien holder verifying all items detailed above must be obtained.
	• A copy of the unsigned subordination agreement prior to closing.
	• A copy of the executed subordination agreement at closing.

2.16 Land Contracts (Installment Land Contract or Contract/Bond for Deed)	
Land Contracts	When the proceeds of a loan are used to pay off the outstanding balance on an installment land contract that was executed within 12 months preceding the date of the loan application, the transaction will be considered a purchase transaction. When the installment land contract was executed 12 months or more before the date of the loan application, the transaction will be considered a rate and term refinance. The following requirements apply: • Purchase or Rate and Term Refinance of a Primary Residence Only • Land sale contracts must be recorded or notarized; a copy of the of contract and notice

Back to Top

	of payoff(s) are required; must not be a foreclosure bail-out or distress sale • The seller under a land sale contract must deed to the purchaser at or prior to closing • The HUD-1 Settlement Statement at closing must indicate that all liens on title have been paid in full. • The estate or interest insured in the title insurance policy is Fee Simple • The title insurance policy ensures full title protection to the lender • The title insurance policy states that title to the security property is vested in the purchaser under the land sale contract. • The title insurance policy must not list any exceptions arising from the land sale contract. • Twelve (12) full months of payment history must be verified with 12 months cancelled checks or equivalent financial documentation (bank statements, wire transfers, etc.) o If the land contract was executed less than 12 months prior to the date of the loan application, the Borrowers' previous housing payment history (covering 12 months) must also be verified in addition to all payments made on the land contract.
2.17 Construction to Permanent Financing	
Construction to Permanent Financing	• All transactions will be treated as Rate and Term Refinances • Borrower must have legal title to the land prior to application and be named as the borrower on the construction financing • LTV/CLTV/HCLTV will be based on the as-completed appraised value regardless of the length of time the borrower has owned the lot • Underwriting reserves the right to ask for additional documentation for use in the completion of the cost analysis when warranted • In all cases, a new note and mortgage for the refinance of the construction financing must be created and the mortgage recorded. Single- close construction-to-perm financing is not available; therefore, modifications of existing construction loans are not permitted • A Certificate of Occupancy from the applicable government authority must be retained in the file, unless a Certificate of Occupancy is not required by the applicable local government in which case the original appraisal report must indicate a certificate of occupancy is not issued in the applicable location or in writing by the applicable local government. If the subject property is not complete per the plans and specifications at the time of the appraiser's inspection an Appraisal Update and/or Completion Report (442) must be obtained prior to loan approval. One of these items is required on all new construction, regardless of whether the transaction is a construction-to-permanent loan
2.18 Payoff Demands	
Payoff Demands	Payoff demand statements are required to ensure the current lien is paid in full prior to closing. The expiration date of the statement must be reviewed. A loan may not move to closing if the payoff will expire prior to funding. If the statement contains an expiration date, the underwriter must verify the date is after the funding date. If the statement does not contain an expiration date, the underwriter must verify a per diem amount is listed. The per diem should be applied to the payoff amount to cover proceeds through the funding date; it can be used for an unlimited number of days; unless otherwise specified in the payoff letter. A payoff demand statement is considered expired when: • The document instructs the associate to void after a specified date; or • The interest accrued amount on the statement signals the borrower will be past-due when the new loan funds; o The borrower must make a mortgage payment prior to closing to avoid a late payment on the credit; and

Back to Top

	○ The borrower must provide evidence the payment has been made and the updated payoff demand must reflect that a payment has been made.
2.19 Maximum # of Financed Properties	
Maximum # of Financed Properties	Borrower may own up to four (4) financed properties. Loan files must include full PITIA (principal, interest, taxes, insurance, applicable association dues and/or assessments) for all REO listed on the 1003. Refer to Cash Reserves for additional requirements.
2.20 Multiple Mortgages to the Same Borrower	
Multiple Mortgages to the Same Borrower	NewRez Exposure not to exceed $3 million, maximum of four 4 financed properties; maximum of one (1) financed unit in a single condo project. When aggregate financing for all properties owned by the borrowers exceeds $3 million, one of the following is required: • Minimum reserve requirement of 36 months' PITI • Maximum 50% LTV/CLTV
2.21 Ineligible Transactions	
Ineligible Transactions	Unacceptable loan types include but are not limited to the following, provided, however, that in the event that any of these limitations would violate the requirements of the Equal Credit Opportunity Act or the Fair Housing Act, the provisions of those laws and implementing regulations are controlling: • 1031 Reverse Exchanges • Any loan that meets an agency, state or a federal definition of a high cost loan • Any loan that meets an agency, state or Federal definition of a high cost loan • Balloons • Borrowers with diplomatic immunity or otherwise excluded from U.S. jurisdiction. • Bridge loans • Convertible ARMs • Cross-Collateralization or Blanket loans, covering multiple properties • Delayed Financing • Deed-Restricted Properties (exceptions will be considered on a case-by-case basis) • Flip transactions • Foreclosure bailouts of any kind. (An arms-length purchase of a short sale is not deemed a foreclosure bailout.) • Graduated Payments • High Priced Mortgage Loans (HPML) • Higher Priced Covered Transactions (HPCT QM-Rebuttable Presumption) • Interest Only Loan Programs • Interest Only Products • Land trusts in the state of Illinois • Leaseholds secured by Indian/Tribal lands • Lease-Purchase Options • Loans to fund escrows for work completion except as provided in this guide • Loans to officers / owners of NewRez's approved mortgage brokers, correspondents. • Loans with any fraudulent activities including but not limited to straw borrowers, straw buyers, builder/seller bailout plans, multiple property payment skimming, which typically involves investors who purchase investment properties with seller carry back financing and collect rents but do not make the mortgage loan payments. • Loans with pre-payment penalties • Model Home Lease-Backs

Back to Top

	• Mortgage Credit Certificates (MCC) • Non-Arm's Length Transactions • Non-Standard to Standard Refinance Transactions (ATR Exempt) • Property Assessed Clean Energy (PACE) loans, or a similar loan program • Refinancing of a subsidized loan, including loans subsidized by Habitat for Humanity, U.S. Department of Agriculture, FHA with a recapture or any city/county grant. • Temporary Buy-downs • Texas 50(a)(6)
Section 3: Borrower Eligibility	
3.1 Occupancy	

Occupancy	Eligible occupancy types include:
	• Primary residences for 1-unit properties
	• Second home residences for 1-unit properties
	  ○ Purchase and rate/term refinance only
	  ○ Must be reasonable distance away from borrower's primary residence
	  ○ Must be occupied by the borrower for some portion of the year
	  ○ Must be suitable for year-round use
	  ○ Must not be subject to a rental agreement, rental pool, time sharing arrangements or agreements requiring the property to be rented
	  ○ borrower must have exclusive control over the property and cannot be controlled by a management company
	  ○ Rental income may not be received on the property
	  ○ The borrower may not own any other second homes or investment properties in the same geographic market as the subject property
	  ○ First-time buyers are ineligible

3.2 Borrower Eligibility	

Borrower Eligibility	Borrowers must be either U.S. Citizens or lawful permanent or non-permanent residents of the United States who have reached the age at which the mortgage note can be enforced in the jurisdiction where the property is located. There is no maximum age limit for a borrower. Details on Non-US Citizen borrowers can be found below.
	
	No more than four (4) borrowers may be party to any transaction.
	
	All borrowers must have a valid U.S. Social Security Number (ITINs are not permitted)
	
	Non-occupant co-borrowers are permitted with the following restrictions:
	• Purchase and Rate/term transactions only
	• On a rate/term transaction, the non-occupant co-borrower must be on the existing Note being refinanced.
	• The non-occupant co-borrower must be on title.
	• See Purchase section of this product profile for LTV/CLTV restrictions when a non-occupant borrower is purchasing a property for a direct family member.
	• Occupant Borrower requirements:
	  ○ Refer to Qualifying Ratio section for requirements.
	  ○ Purchase transaction:
	    ▪ Minimum 5% contribution from borrower's own funds if the LTV is greater than 70% and,
	    ▪ A 24-month housing history is required

3.3 Non-US Citizen Borrowers	
Non-US Citizen Borrowers	NewRez originates, or purchases mortgages made to non–U.S. citizens who are lawful permanent or non-permanent residents of the United States.

Back to Top

	Permanent Resident Aliens must have a social security number and evidence of lawful permanent residence status including a non-conditional I-551 Alien Registration Card (or Green Card). The I-551card is required to confirm eligible citizenship status as well as authorization to work in the U.S. Non-permanent resident aliens are subject to the following criteria: • Primary residence only • No other real estate ownership • Diplomatic Immunity not eligible All nonpermanent resident aliens must provide evidence of a valid, acceptable visa. A copy of the visa must be included in the Loan file evidencing one of the following visa classifications: • A Series (A-1, A-2, A-3): these visas are given to officials of foreign governments, immediate family members and support staff. Only those without diplomatic immunity, as verified on the visa, are allowed. • E-1 Treaty Trader and E-2 Treaty Investor: this visa is essentially the same as an H-1 or L-1; the title refers to the foreign country's status with the United States. • E-3: these visas are given to Australian nationals employed in a specialty occupation. • G Series (G-1, G-2, G-3, G-4, G-5): these visas are given to employees of international organizations that are located in the United States. Some examples include the United Nations, Red Cross, World Bank, UNICEF and the International Monetary Fund. Verification that the applicant does not have diplomatic immunity must be obtained from the applicant's employer and/or by the viewing the applicant's passport. • H-1 Temporary Worker (includes H-1B): this is the most common visa given to foreign citizens who are temporarily working in the United States. • H-4: these visas are given to dependents (spouse and unmarried children under 21 years of age) of a qualified H-1 visa holder. When income is being used to qualify, a current (unexpired) Employment Authorization Document (EAD) issued USCIS is also required. • L-1 Intra-Company Transferee: an L-1 visa is given to professional employees whose company's main office is in a foreign country. • L-2: these visas are given to dependents (spouse and unmarried children under 21 years of age) of a qualified L-1 visa holder. When income is being used to qualify, a current (unexpired) EAD issued by USCIS is also required. • O-1A: individuals with an extraordinary ability in the sciences, education, business, or athletics (not including the arts, motion pictures or television industry). • O-1B: individuals with an extraordinary ability in the arts or extraordinary achievement in motion picture or television industry. • O-2: individuals who will accompany an O-1, artist or athlete, to assist in a specific event or performance. • TN, NAFTA visa: used by Canadian or Mexican citizens for professional or business purposes. • TC, NAFTA visa: used by Canadian citizens for professional or business purposes. A borrower with a resident visa that has expired or will expire within five months of funding (funds being disbursed to the borrower) may be considered, subject to each of the following: • Visa classification is one of the eligible visas listed above. • Confirmation that the borrower has submitted an application for extension or renewal* of the visa, or an application for a permanent status (green card). USCIS documentation

Back to Top

	includes, but is not limited to: ○ Form I-539: Application to Extend/Change Nonimmigrant Status ○ Form I-485: Application to Register Permanent residence or Adjust Status or electronic verification of receipt from the USCIS website ○ Approval of the application or petition, Form I-797: Notice of Action ○ Status of application (must not state the application has been declined), Form I-797C: Notice of Action or Form I-797E: Notice of Action If the borrower is sponsored by the employer, the employer may verify that they are sponsoring the visa renewal *Not all visa types are eligible for renewal within five months of the expiration date. Visa types that cannot be renewed within five months of the expiration date are acceptable as long as the date printed on the Note is before the visa holder can apply for renewal. All standards for determining stable monthly income, adequate credit history and sufficient liquid assets must be applied in the same manner to each borrower including borrowers who are nonpermanent resident aliens. Restrictions All non-permanent resident aliens must have a minimum two-year history of credit and employment in the U.S. or another country. In addition, non-permanent resident aliens who meet at least one of the following requirements are generally eligible for the same financing terms as U.S. citizen: • Minimum two-year history of residence, employment and credit in the U.S., or • Borrowing with a U.S. citizen or permanent resident alien.
3.4 First Time Homebuyers	
First Time Homebuyers	Permitted
3.5 Power of Attorney	
Power of Attorney	The use of a Power of Attorney must be approved by NewRez's Underwriting and Legal teams. Generally, a Power of Attorney may be used for closing in the following scenarios: • **Incapacitated Borrower** - the borrower is incapacitated and therefore unable to sign documents due to disability, legal incapability, or he/she lacks the physical ability; ○ Incapacitated borrowers must occupy the property as their primary residence; the underwriter must validate occupancy and review for red flags within the loan file; ○ POA identification documentation (Form 40) is required for an agent acting on behalf of a borrower who lacks legal capacity to evidence compliance with Customer Due Diligence (CDD) and Customer Identification Program (CIP) rules under the Bank Secrecy Act (BSA). ○ Example: verify the signer of the POA is not acting as a straw buyer or purchasing an investment property utilizing the incapacitated borrower's credit. • **Military Personnel** - the borrower is currently deployed or stationed overseas and is unable to sign documents or attend closing; • **Hardship Circumstance** - the borrower is unable to attend closing because he/she is out of the state or country for an extended period of time, bedridden, in the hospital with a serious illness, or the borrower is incarcerated. ○ POA will not be permitted for borrowers that are on vacation • **Government Contractor** – the borrower is employed by the government and currently working overseas

Back to Top

	○ A letter from the borrower's employer is required to verify overseas travel • **Business Reasons –** permitted on Purchase and Rate/Term Refinance transactions when the spouse has Power of Attorney for the unavailable borrower. There are two (2) acceptable types of power of attorney. The following persons may sign security instruments on a borrower's behalf: • **Specific -** this type of POA is specific to the mortgage transaction; therefore, the POA must specify the legal description, property address, and transaction type within the body of the document. It must be recorded at closing; • **General Military** - this type of POA is generally used in situations where a borrower or his/her spouse may be deployed or is on active duty. All loan files wishing to utilize a power of attorney must meet the following requirements: • POAs may only be used to execute the final loan documents ○ The Borrower who executed the POA signed the initial Form 1003 • A Letter of Explanation from the borrower advising why the loan is closing with a POA • Completed and Signed POA Form • No interested party to the transaction (such as seller, broker, loan officer, realtor, etc.) may act under Power of Attorney. • Use of a Power of Attorney is acceptable for purchase or rate and term refinance transactions only.
3.6 Trusts	
Trusts	Living Trust / Inter Vivos Revocable Trust Only • All trust requests must be approved in writing by the NewRez Compliance Group with the following documentation; ○ Title Commitment ○ Any Existing Trust Certification ○ Entire Trust Agreement (The trust must be signed, notarized, and dated by all applicable parties) ○ All Amendments to the Trust ○ Death Certificates, if applicable ○ Divorce Decrees, Marriage Certificates and Proof of name change, etc. • Prior to submission, confirm the trust meets the following requirements: ○ The borrower or borrowers must be creator(s) of the trust. The creators of the trust are usually called the Grantor, Settlor or Trustor ○ The borrower(s) must be the trustee(s) of the trust (or there must be an approved institutional trustee) ○ The trust must be revocable ○ The borrower(s) must be the primary beneficiaries of the trust ○ The trustee(s) must have the authority to borrow money and pledge the trust property as security ○ The trust must have been created during the lifetime of the borrower(s); it may not have been created by a will • In the event NewRez Compliance Group feels the trust documentation provided is ambiguous or has concerns interpreting the documentation, an Attorney Opinion Letter from the borrower's attorney will be required • In the event a trust certification is not available for a state, Form A must be utilized • A Final Trust Certification, created by the NewRez Compliance Group, must be executed at closing <u>California Exception</u>

Back to Top

	• For Trust Properties in California a trust certification completed by the borrower or the borrower's attorney is acceptable in lieu of the full trust documents. The title commitment is still required • Should any portion of the trust certificate be found inaccurate or in disagreement with the title report, *this exception cannot be applied,* and the complete trust documents must be provided • This exception to trust documentation is ONLY for properties located in California. Non-Inter-vivos Trust Estates Blind trusts, Life Estates, and Land Trusts are not eligible for financing.
3.7 Non-Arms-Length Transactions	
Non-Arms-Length Transactions	A non-arm's length transaction is one where the parties to the transaction are related such as family members, employer/employee, or principal/agent. An at-interest transaction involves persons who are not closely tied or related to the borrower but may have a greater vested interest in the transaction. The following non-arm's length transactions are permitted on owner occupied purchases only: • Family Members • Property seller acting as their own real estate agent • Borrower acting as their own real estate agent • Borrower is the employee of the originating lender and the lender has an established employee loan program (Evidence must be provided) • Borrower purchasing from their landlord (cancelled checks or bank statements required to verify a satisfactory pay history) Second Home transactions must be arm's length.
3.8 At-Interest Transactions	
At-Interest Transactions	Transactions where: • Builder is acting as Realtor/Broker – permitted on primary residence only • Realtor/Broker is selling their own property – permitted on primary residence only • The originator is acting in another real-estate related role (Originators cannot have another real estate related position on any loan, regardless of the loan program
3.9 Ineligible Borrowers	
Ineligible Borrowers	• Borrowers with diplomatic immunity or otherwise excluded from U.S. jurisdiction; • Borrowers who are citizens and not employed in the U.S. AND do not claim the income earned outside of the US on their tax returns (regardless of citizenship or immigration status) • Borrower(s) whose qualifying income is not likely to continue for at least 3 years (e.g., a bonus or an inheritance) • Corporations or Entities • Borrower's and Co-borrowers who are the listing agent of the subject property • Borrowers purchasing a property from a builder who, in turn, is purchasing the borrower's existing property • Borrowers purchasing a property from a builder who, in turn, is renting or leasing back the subject property to the Builder. • Borrowers or co-borrowers employed in the construction trades who are involved in the construction, financing or sale of the subject property
Section 4: Collateral	

Back to Top

4.1 Eligible Properties	
Eligible Properties	Eligible Property Types include: • Attached/Detached SFRs • Attached/Detached PUDs • Low/Mid/High-Rise Condos and Site Condos (Warrantable) o Refer to eligibility matrix for LTV/CLTV/HCLTV restrictions for Attached Condos.
Non-Conforming Additions/Granny or In-law Suites/Accessory Units	
Non-Conforming Additions, Granny or In-law Suites, and Accessory Units	Properties with accessory units, also known as Granny units, mother-in-law suites, etc., may be acceptable if all of the following criteria are met: • 1-unit property. • Subject property is typical, common and readily-acceptable in the subject property's market area. • Rental income from the accessory unit may not be used to help the Borrower qualify. • Existence of the unit must not jeopardize any future hazard insurance claim. • Subject property must conform to all zoning laws and/or regulations. • Legal non-conforming use may be acceptable provided the subject property's current use does not adversely affect its market value and marketability. • Accessory unit is substantially smaller than the primary unit.
Multiple Dwellings on One Lot	
Multiple Dwellings on One Lot	Single family properties containing additional residential dwellings (guesthouse, carriage house, etc.) must comply with local zoning regulations. They must be typical and common within the subject property's neighborhood. Typically, the additional dwelling(s) are smaller than the main dwelling and will not be rented. The subject property should be appraised as a single-family residence. Any value for the additional dwellings should be supported by comparable sale(s). Properties with two or more fully-functioning detached single-family homes on a single lot are ineligible. Properties that have a mobile or manufactured home as an additional unit on the subject lot are not acceptable regardless of whether they are used as storage or occupied.
Solar Panels	
Solar Panels	Properties with a solar panel system that is leased or subject to a Power Purchase Agreement (PPA) must be approved by the investor. Documentation must be submitted using the Solar Power Request Form and investor will provide a decision with review status on the Decision Form. The Decision Form must be included in the Credit Package.
4.2 Condos	
Condos	• All loans secured by condos originated under the Series H Product must be reviewed by the NewRez Condo Review team prior to approval. In general, condos must meet Fannie Mae (FNMA) Condo Project Manager Standards (CPM) or be FNMA/NewRez Approved. If project is currently FNMA approved, a HOA Certification is still required. • FNMA limited project review is not permitted for attached condominiums. • Miami-Dade County Florida o Primary and second homes, purchase and rate/term refinances – maximum LTV/CLTV is 70%. Refer to eligibility matrix. All requests for condominium review should be emailed to projectreview@newrez.com.
4.3 PUD (Planned Urban Development)	
PUDs	Planned Unit Developments (PUDs) must comply with the PUD project requirements of Fannie Mae or Freddie Mac. There are two distinct classifications for PUD projects – Type E established PUD projects and Type F new PUD projects. If the subject property is a detached

Back to Top

	unit, no analysis is required. If the subject is an attached PUD, the following review is required:
	• Type E Warranty applies to established PUD projects in which the owners' association has been turned over to the unit purchasers. This is the sole eligibility criterion for qualifying as a Type E project (manufactured homes not allowed).
	• Type F Warranty applies to new PUD projects that are still under the control of the developer. The project must meet the following eligibility criteria:
	  ○ The project cannot have been created by the conversion of existing buildings into a PUD.
	  ○ The project may not include any multi-dwelling units that represent the security for a single mortgage loan.
	  ○ The project must not be composed of manufactured homes.
	  ○ 70% of the total units in the project (or legal phase) must have been conveyed or be under contract to be sold to the purchasers in order for the lender to determine whether the presales will support the responsibilities of the homeowner's association for at least two years.
	  ○ The units must be owned in fee simple or leasehold, and the unit purchasers must have the sole ownership interest in, and right to the use of, the project's facilities once control of the homeowner's association has been turned over to them. The homeowners association should complete a questionnaire so that the originator can make the appropriate determination if the Type F requirements have been met.

4.4 Attached SFR with No Homeowner's Association	
Attached SFR with no HOA	Townhouses or single family attached properties use a method of construction of individual homes with common side walls and a common roof. Certain geographic areas have an architectural style that is not subject to a homeowner's association. An appraisal review is required for Attached SFR with No Homeowner's Association.
4.5 Acreage	
Acreage	Acreage and land value must be typical and common for the subject's market. The appraisal report must provide data which indicates that like-size properties with similar land values are typical and common in the subject's market area.
4.6 Rural Properties	
Rural Properties	A property indicated by the appraisal as rural, or containing any of the following characteristics, is usually considered a rural property: • Neighborhood is less than 25% built-up. • Area around the subject is zoned agricultural. • The photographs of the subject show a dirt road. • Comparable sales are more than five miles away from the subject. • Subject property is located in a community with a population of less than 25,000. • Distances to schools and/or amenities are greater than 25 miles. • Subject property and/or comparable sales have lot sizes greater than 10 acres. • Subject property and or comparable sales have outbuilding or large storage sheds. Rural properties must comply with the following criteria: • The lot size and acreage must be typical for the area and similar to the surrounding properties. • The subject property must be within reasonable commuting distance to a metropolitan area. • The subject property must be accessible by public roads and highways. • The present use must be the "highest and best use" for the subject property.

Back to Top

	• The condition, quality and use of outbuildings may be considered in determining the market value of the subject property when the appraiser clearly supports the adjustments with similar comparable information. • Property cannot be subject to any idle acreage tax benefit or other tax incentive program.
4.7 Leasehold Properties	

Leasehold Properties	Leasehold estates are deemed as acceptable provided the following guidelines are met:
	• Leaseholds secured by Indian/Tribal lands are not permitted
	• The term of the leasehold estate runs for at least five years beyond the maturity date of the mortgage
	• All lease rents, other payments, or assessments that have become due must be paid
	• The borrower must not be in default under any provision of the lease nor may such a default have been claimed by the lessor.
	• The least must provide that the leasehold can be assigned, transferred, mortgaged, and sublet an unlimited number of times by the lessee either without restriction or on payment of a reasonable fee and delivery or reasonable documentation to the lessor. The lessor may not require a credit review or impose other qualifying criteria on any assignee, transferee, mortgagee or sub lessee
	• The lease must provide for the borrower to retain voting rights in any association.
	• The lease must provide that the borrower will pay taxes, insurance, and homeowners association dues related to the land in addition to those he or she is paying on the improvements.
	• The lease must be valid, in good standing, and in full force and in effect in all respects.
	• The lease must not include any default provisions that could give rise to forfeiture or termination of the lease except for nonpayment of the lease rents.
	• The lease must include provisions to protect the mortgagee's interests in the event of a property condemnation.
	• The lease must provide lenders with the right to receive a minimum of 30 days' notice of any default by the borrower and the option to either cure the default or take over the borrower's rights under the lease.
	• The lease must provide lenders with
	    ○ The right to receive a minimum of 30 days' notice of any default by the borrower, and
	    ○ The options to either cure the default or take over the borrower's rights under the lease.
	
	Redemption of Ground Rents – A property that is currently a leasehold may have the ground rents redeemed subject to the following information:
	• The Preliminary Title report/ Title Commitment report must show a requirement that ground rents are to be redeemed at settlement and the property is recorded as Fee Simple.
	• The appraisal must be appraised as Fee Simple.
	• Ground rents must be fully redeemed prior to or at closing.

4.8 Ineligible Property Types	
Ineligible Property Types	• 2-4-unit properties • Cantilevered properties • Commercial Enterprises (e.g. Bed and Breakfast, Boarding House, Hotel) • Condotels • Co-ops • Geodesic Domes, Berms, Earth homes

Back to Top

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

Income producing (animal or crop)
Investment properties
Log homes
Manufactured/Mobile, Modular, or Factory Built Homes
Mixed Use Properties
Non-warrantable condominiums
Properties appraised with a property condition of C5 or worse
Properties held in a business name
Properties located adjacent to or containing environmental hazards
Properties located in a Lava Zone
Properties Purchased Through Auctions
Properties vested in an LLC or Corporation (title must be taken as an individual)
Properties with resale deed restrictions
Properties without permanently affixed heating source
Properties with less than 750 square feet of living area
Timeshares
Unimproved Land and property currently in litigation
Zoning violations including residential properties zoned commercial

</td></tr>
<tr><td colspan="2">4.9 Appraisals</td></tr>
<tr><td>Appraisals</td><td>
Appraisals must be ordered through Clear Capital. Appraisers listed on the NewRez Ineligible Appraiser List are not eligible to complete appraisals for loans done through NewRez.
<table>
<tr><th>Loan Amount</th><th>Appraisal Documentation Required[1]</th></tr>
<tr><td>≤ $1,000,000</td><td>One full appraisal[2]</td></tr>
<tr><td>>$1,000,000 - $1,500,000</td><td>One full appraisal completed by a certified appraiser[3]</td></tr>
</table>

A second-level review or RVS review product may be required based on identified collateral or valuation risks
A full appraisal must be prepared on Form 1004/70, Form 2090, or Form 1073. An automated collateral evaluation (ACE)/property inspection waiver 9PIW), Form 2055, Form 1075 or Form 2095 summary report is not acceptable.
When ordering the appraisal, Lender must specify that the appraisal be completed by a certified appraiser and, upon receipt of the appraisal, Lender must confirm the appraisal was completed by a certified appraiser.

Additional Requirements:

No transferred appraisals permitted
The re-use of an appraisal is not permitted
Appraisals on existing and new construction must be dated within 120 days of the note date. If the appraisal is older than 120 days but less than one year old from the Note date, an update is required from the appraiser indicating that the property has not declined in value.

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<tr><td colspan="2">4.10 Declining/Soft Markets</td></tr>
<tr><td>Declining/Soft Markets</td><td>
Refer to the Wells Fargo Market Classification document in combination with the program eligibility matrices.

At its discretion, NewRez may publish a Market Risk Rating Listing requiring additional valuation products (field review or 2nd full appraisal) on properties in certain geographic areas. As of the date of this publication, there are no geographical areas defined in the Market Risk Rating List.
</td></tr>
<tr><td colspan="2">4.11 Property Flips/Rapid Appreciation</td></tr>
<tr><td>Property Flips/Rapid Appreciation</td><td>A flip transaction is generally defined as a purchase transaction for a property that has recently been acquired by the seller and is being sold for a quick profit. A flip transaction is</td></tr>
</table>

Back to Top

	evident if the title reveals several changes in ownership over a few months. Flip transactions are not eligible.
4.12 Properties Previously Listed for Sale	
Properties Previously Listed for Sale	The listing must have been expired or withdrawn a minimum of six (6) months prior to the application date
4.13 Disaster Areas	
Disaster Areas	Refer to the list of affected counties published by FEMA at the following link: https://www.fema.gov/. For loans secured by properties appraised prior to the Federal/State declaration, the following post-disaster guidelines apply for 120 days after the declaration date: 1. An interior and exterior inspection of the subject property is required. a. The original appraiser should perform the inspection and provide a certification stating: i. Subject property is free from damage and is in the same condition as previously appraised; ii. Marketability and value remain the same. b. If the original appraiser is not available: i. The inspection may be completed by any of the following: 1. Property / building inspection company; 2. Licensed general contractor; 3. Building or safety inspector from local municipality; or 4. Licensed structural engineer. ii. The inspector must be given a copy of the original appraisal report iii. The inspector must provide certification, on his/her letterhead, stating: 1. Original appraisal has been reviewed; 2. Interior inspection has been completed; and 3. To the best of his/her knowledge: a. Subject is free from significant damage; b. All repairs, if needed, have been completed. 2. Borrower must sign a certification of acceptable property condition. For loans secured by properties appraised after the Federal/State declaration, the following post-disaster guidelines apply: 1. Appraiser must note any damage and its effect on marketability and value. 2. Electronic evaluations are not acceptable.
4.14 Dampness	
Dampness	If the appraisal report notes evidence of dampness, the appraiser must clearly define the effect on value and marketability of the subject property, as well as comment regarding the probable cause of the dampness problem and if typically, incurable in the surrounding neighborhood. Prior to closing satisfactory evidence that the condition was corrected or a professionally prepared report indicating that the condition does not pose any threat of structural damage must be provided.
4.15 Electrical Systems	
Electrical Systems	An electrical certification from a licensed electrician is required whenever the appraisal states a fair or poor rating concerning the adequacy or condition of the system. Any inadequacies must be corrected prior to closing.
4.16 Foundation Settlement	
Foundation Settlement	If the appraisal report notes evidence of excessive foundation settlement, the appraiser must clearly define the effect on value and marketability of the subject property. Settlement

Back to Top

	problems which denote structural deficiencies and/or significant negative impact on value and marketability must be corrected prior to closing. A structural engineer's report is required prior to making a loan decision.
4.17 Heating Systems	
Heating Systems	A central heat source with ductwork or baseboard in all rooms is required on all properties except those in geographic regions where heating is not required. If the subject property does not have central heat, the appraiser must provide similar comparable properties and an addendum indicating: • The heat source is typical for the area • The heat source is permanently attached • The heat source is adequate for the dwelling • The heat source is externally vented
4.18 Sewage Disposal System	
Sewage Disposal System	Sewage disposal systems may require certification if the appraiser or purchase contract indicates the necessity. The report should be provided by a city, county, state (or governing body) official or qualified entity stating: • The sewage disposal system complies with applicable local and/or state health standards, is in proper working order, and can be expected to function satisfactorily; or • Local and/or state health standards do not apply for the sewage disposal system; however, it is found to be in proper working order and adequate for the subject property. For systems one year old or less, the certification may be no more than one year old on the date of loan closing. For systems more than one year old, the certification may be no more than 120 days old on the date of loan closing.
4.19 Water Supply	
Water Supply	A water supply certification is required if the appraiser or purchase contract indicates the necessity. The report should be provided by a city, county, state (or governing body) official or a qualified entity stating: • The water supply system is in proper working order and pumping an adequate supply of water for the subject property; and • The water supply is potable and complies with local and/or state health authority standards (in the absence of a local health authority, a reputable chemical testing agency must certify that the water is fit for human consumption). The water certification(s) for existing properties may be no more than 120 days old on the date of loan closing. If new construction, the report may be one year old as of the date of loan closing.
4.20 Hazardous Conditions	
Hazardous Conditions	**Environmental Hazards** All environmental hazards identified must be noted on the appraisal and taken into consideration. The appraiser must provide comparable sales with similar environmental hazards when available and provide a detailed explanation of the environmental hazard's effect on the value and marketability of the subject property. **Micro Environmental Hazards** A micro environmental hazard is an issue occurring at the property or transaction level. Any of the following micro environmental hazards that have been specifically and fully remediated require additional review to determine eligibility:

Back to Top

	• Above ground storage tanks (propane, septic, water, or similar tanks are excluded) that: ○ Are greater than 550 gallons ○ Have any leaking ○ Environmental contamination such as contaminated soil or groundwater ○ Groundwater monitoring well ○ Hazardous materials or wastes in excess of 50 gallons ○ Underground storage tanks that are not removed ○ Methamphetamine lab Any one of the following micro environmental issues must be specifically and fully remediated prior to Closing. • Asbestos containing material (ACM) that is damaged and friable • Lead based paint that is damaged and identified by the appraiser as a health or safety issue • Mold (mold that covers an area greater than 25 square feet must always be remediated) **Macro Environmental Hazards** A macro environmental hazard is a known or emerging environmental hazard that occurs at a broader geographic level, potentially impacting an entire community, and is not isolated to one particular property. Macro environmental issues include, but are not limited to: • Contaminated public drinking water • Ruptured natural gas storage reservoirs or pipelines resulting in natural gas leaks Properties with any macro environmental hazards require additional review to determine eligibility. **Environmental Deed Restrictions** Environmental hazards may be identified through environmental deed restrictions. Environmental deed restrictions may be noted in the appraisal, sales contract, title work, or other documentation. • Environmental deed restriction information must be provided to the appraiser, if not already noted on the appraisal, so it can be taken into consideration. • The deed restriction must be assessed by the appraiser for its effect on value and marketability. The appraiser must provide comparable sales with a similar deed restriction when available and provide a detailed explanation of the deed restriction's effect on the value and marketability of the subject property. Refer to the micro and macro environmental hazard requirements in this section for additional requirements.
4.21 Pest Infestation	
Pest Infestation	If the appraisal report or sales contract notes evidence of termites or other insect infestation, a pest inspection report certifying treatment of the infestation prior to closing is required. Any significant structural damage due to pest infestation must be corrected prior to closing.
4.22 Plumbing/Plumbing Certification	
Plumbing/Plumbing Certification	A plumbing certification from a licensed plumber is required whenever the appraisal states a fair or poor rating concerning the adequacy or condition of the system. Any inadequacies must be corrected prior to closing.

Back to Top

4.23 Private Roads	
Private Roads	If the property is located on a community-owned or privately-owned and maintained street, an adequate, legally enforceable agreement or covenant for maintenance of the street is required. The agreement or covenant should include the following provisions and be recorded in the land records of the appropriate jurisdiction: • responsibility for payment of repairs, including each party's representative share; • default remedies in the event a party to the agreement or covenant fails to comply with his or her obligations; and • The effective term of the agreement or covenant, which in most cases should be perpetual and binding on any future owners. **Note**: If the property is located within a state that has statutory provisions that define the responsibilities of property owners for the maintenance and repair of a private street, no separate agreement or covenant is required.
4.24 Geographic Restrictions	
Geographic Restrictions	At this time, NewRez cannot finance or purchase loans secured by properties located in Alaska or Hawaii.
Section 5: Income & Employment	
5.1 Employment	
Employment	Employment must be reviewed for stability and continuity, with at least a two-year history in the same job or jobs in the same or related field. Other circumstances may also be acceptable as outlined in this section. In all instances the source of the borrower's income must align with their overall employment history and profile. Continuance of Income The borrower's continued ability to repay the Loan must be considered when the income source expires, or the distributions will deplete the asset prior to maturity of the Loan, including: • Replacement income such as Social Security income, deferred compensation, or trust income, that will begin before the income source expires • Strong equity position in other real estate or assets that may be liquidated in the future to provide an additional income stream • Strong financial experience evidenced by asset and credit profile • Sale of subject property cannot be the sole reason for approval or denial.
Gaps in Employment	
Gaps in Employment	The Borrower(s) must explain, in writing, any gaps in employment that span more than 30 days. The underwriter must determine that any gaps do not affect employment stability. Gaps in employment due to the borrower attending training or schooling for a specific profession should be favorably considered. Verification of the schooling (for example, diploma, or transcripts) must be provided. Refer to Borrowers Re-entering the workforce for additional requirements if applicable.
Recent Graduates and Military Personnel	
Recent Graduates and Military Personnel	If the borrower indicates they were in school or the military in their two most recent year's employment history, evidence of the claim must be provided (such as college transcripts and/or military discharge papers).
Frequent Job Changes	
Frequent Job Changes	A Borrower who changes jobs frequently to advance within the same line of work should receive favorable treatment if this advancement can be verified. Frequent job changes

Back to Top

	without advancement or in different fields of work should be reviewed carefully to ensure consistent or increasing income levels and the likelihood of continued stable employment.
Borrowers who are Re-entering the Workforce	
Borrowers who are re-entering the workforce	Borrowers who are returning to work after an extended absence (defined as six months) must be at their current job for a minimum of six months in order to consider that income for qualification purposes. A two-year employment history from prior to the borrower's absence must be documented using traditional VOEs or copies of W-2s or paystubs.
5.2 Verification of Employment	
Verification of Employment	VVOEs are required for all loans using the investor's Verbal Verification of Employment Form (Exhibit 3). VVOEs must meet the following criteria: **Wage Earner Verification** A verification of employment dated within 10 business days of the note date is required for all non-self-employed borrowers. The verification of employment must include the phone number contacted to complete the verification, which must be documented as associated with the business. In addition, the verification should be completed through the Human Resource Department of the employer, the owner of the company or direct supervisor for small businesses. As part of the verification, the employer must be asked about borrower's probability of continued employment. If an employer refuses to answer the question, this must be documented on the VOE. Electronic verifications of employment completed through Work Number for Everyone or TALX are acceptable as well. If the VOE is obtained from The Work Number, the 10-day timeframe is measured from the date of the request to the vendor, not the date the information was updated in the vendor's database. However, the information must have been updated within the past 35 days. This policy applies to all income types with the exception of passive and self-employed income (see below for self-employment verification requirements). If the borrower has seasonal employment, the borrower must be employed at the time of closing to be eligible. **Self Employed Borrower Verification** For Self-Employed borrowers, independently obtain and document a phone number and address for the business. The lender must document the existence of the borrower's business within 30 calendar days of the note. This can be accomplished through: • A third party, such as a CPA, regulatory agency, or the applicable licensing bureau, AND • By verifying a phone listing and address for the borrower's business using a telephone book, the internet, or directory assistance. If the contact is made verbally, the lender must document the source of the information obtained and the name and title of the lender's employee who obtained the information. **Written Verifications of Employment** Income and employment for non-self-employed Borrowers may be obtained via direct written verification from the Borrower's employer and borrower paystubs. The verification must be signed by a member of the company's human resource department or one of the business owners/officers. At a minimum, the verification must include: • Borrower's name • Position • Dates of employment • Base salary • YTD Earnings

Back to Top

5.3 Income	

Income	All income documentation must be dated within 90 days of the date the Note is signed. Full Income Documentation is required, which includes:
	• Paystubs and W-2s or Personal tax returns, signed and dated, plus business tax returns when the borrower has 25% or more ownership interest in the business (See Section 5.4 Self-Employed Borrowers for additional documentation requirements)
	• A 4506-T, signed at application and closing, is required for all transactions. IRS Tax Transcripts are required for the most recent two years personal tax returns.
	• A Verbal Verification of Employment is required for all borrowers using the investor's Verbal Verification of Employment Form (Exhibit 3) (See Section 5.2)
	
	Paystubs and W-2s
	When the pay stubs and W-2s are provided for income and employment verification, the documentation must meet the following criteria:
	• The borrower's most recent paystub, showing 30 days YTD earnings; the paystub must include sufficient information to appropriately calculate income; otherwise, additional documentation must be obtained.
	• Two year's W-2s
	
	The following items must be confirmed on all paystubs and W-2s:
	• Pay stubs and W-2s must be typed or computer generated and verify:
	  o Borrower's full name and address
	  o Borrower's Social Security number
	  o Employer's name and address
	  o Year to date earnings and Borrower's rate of pay
	• Whether or not pay stubs reflect garnishments (child support, IRS, etc.)
	• if there are any loan deductions
	• For all W-2s, confirm that the Employer's ID (EIN) is nine digits and that a Social Security tax of 6.2% and a Medicare tax of 1.45% are shown. Maximum income limits subject to Social Security tax can be found by visiting http://www.ssa.gov/planners/maxtax.htm
	  o One of the two websites below should be referenced to determine if the borrower's W-2 is valid.
	    ▪ http://www.paycheckmanager.com/FreeCal/free_payroll_calculator.aspx
	    ▪ http://www.adp.com/tools-and-resources/calculators-and-tools/payroll-calculators/hourly-paycheck-calculator.aspx
	
	Tax Returns
	Tax returns, when required, must be signed and dated by the Borrower(s) and contain all schedules and attachments; tax returns should cover the most recent two-year period.
	
	4506-T
	A signed 4506T will be required on from all applicants both prior to closing and at closing. NewRez will execute the 4506T for tax transcripts on all loans. Income as documented must be claimed on the tax returns in order to be used to qualify. The executed 4506T will not be sufficient to replace the requirement for signed tax returns that are required as per guidelines.
	
	IRS transcripts must be obtained for the two most recent years of income as documented in the file.
	
	A signed 4506-T is required for all borrowers' businesses however processed business transcripts are not required.

Back to Top

	In instances where transcripts are not available for the most recent tax year, the file must contain results showing "No Record Found" and evidence of an extension (if after April 15) for the most recent year's taxes and tax transcripts for the two tax years prior to that.
5.4 Self-Employed Borrowers	

Self-Employed Borrowers	A borrower is considered to be self-employed when one of the following occurs:
	• The borrower has a 25% or greater ownership interest in a business or
	• The borrower is reporting Schedule C income, even though they do not technically "own" a business entity (ex. Real estate agents, recruiters, etc.). These borrowers should be treated as sole proprietors.
	
	Self-Employed Borrowers are permitted with a minimum four-year history; a four-year history in the same line of work including two full years of self-employment will also be considered.
	Documentation Requirements
	• Two years tax returns with all applicable tax schedules are required – both personal and business. Both years must be evaluated/averaged to derive income level; borrowers with declining income will be carefully scrutinized. If the most recent of the two-year income trend is downward, the most recent tax year's income must be used and the reason for the decline must be established and the expectation for non-recurrence must be supported/documented. Additional years of income trending may be required to support the current and continued stability of the business.
	  ○ Includes, as applicable, K-1s, Form 1065, 1120s, Schedule E, etc.
	• Year-to-date Profit & Loss statement and balance sheets for all businesses used in the qualifying income or if there is a loss in the most recent year.
	  ○ Statements must be signed by an unrelated third party such as CPA, bookkeeper or public accountant.
	• If the borrower is self-employed and the self-employment income is not used to qualify, the self-employed borrower must provide a copy of the first page of the most recent individual federal tax return to determine whether there was a business loss that negatively impacts the borrower's ability to repay. Additional documentation may be required.
	
	Identifying Self-Employed Income
	• **Sole Proprietorship** – In a sole proprietorship, the Borrower is the "sole" or individual owner of the business. The business income is most likely reported on the Borrower's individual federal tax returns and is reflected as Schedule C earnings.
	• **Partnerships** – A partnership is formed when two or more people start a business together. The partners share profits (or losses) and control of the business. Partnerships generally fall into two main categories, General and Limited:
	  ○ **General Partnerships –** Each partner is personally liable for all debts of the business. Personal liability to the partnership creditors will continue even after the partnership is dissolved.
	  ○ **Limited Partnerships –** Generally, a limited partnership exists for investment and tax purposes. Limited partners generally take a loss on the investment, which will show as a loss under Schedule E on their personal tax returns. Determine if the limited partnership income is real or a tax shelter.
	• **Corporations** – A Corporation is a business owned by stockholders instead of individually. The percentage of the borrower's ownership must be confirmed. A Borrower who is self-employed as a corporate officer will receive a W-2 and will report

Back to Top

	income on his/her personal tax returns. All corporate income or losses are reported on the corporate tax returns (Form 1120 or 1120S with Schedule K-1). • **"S" Corporations** – "S" Corporations are generally small corporations that are taxed in the same manner as partnerships. They pass gains and losses through to their shareholders, which are then, taxed at the tax rates for individuals. "S" Corporation income is reported on either W-2 and Schedule E, or just on Schedule E (section 27). The profit of the corporation is distributed to each owner according to his/her share of ownership. The adjusted profit (i.e., the net income) is then divided by the Borrower's share of ownership and combined with W-2 income used for qualifying. • **1099 – Miscellaneous Income** – Payments to sole proprietors or contract employees will also be reported on a 1099 form and included in the Borrowers Schedule C.
5.5 Income Trends	
Income Trends	After the monthly year-to-date income amount is calculated, it must be compared to the prior year's earnings using the borrower's W-2s or signed personal income tax returns to determine if the income trend is stable, increasing, declining but stabilized or declining. A level, upward or previously declining but stabilized trend in earnings must be established. If the most recent of the two-year income trend is downward, the most recent tax year's income must be used, and offsetting risk factors must be considered when determining if the loan should be approved.
5.6 Eligible Income Sources	
Annuity and Pension Income	
Annuity and Pension Income	Annuity and/or Pension income may be used as qualifying income if it is properly documented and is expected to continue for at least five (5) years. The continuance requirement may be reduced to three (3) years if the income source represents ≤ 25% of the qualifying income. Acceptable documentation includes a copy of the award letter and a copy of the bank statement showing direct deposit of said income. Nontaxable pension and annuity income will be grossed up by the percentage of the tax rate for the consumer's last year's income tax, unless the borrower was not required to file a federal tax return, in this instance use 25%. The borrower's 1040s must be analyzed to confirm the income is non-taxable.
Automobile Allowance and Expense Account Payments	
Automobile Allowance and Expense Account Payments	An automobile allowance may not be used for qualifying and may not be used to offset a car payment.
Borrowers Regularly Scheduled for <40 Hours	
Borrowers Regularly Scheduled for <40 hours	Borrowers scheduled for a work week of less than 40 hours may be permitted. A written VOE verifying the stability of the income as regular and on-going is required.
Bonus, Incentive, and Overtime Income	
Bonus, Incentive, and Overtime Income	Bonus, incentive, or overtime income can be considered if it is consistent for a period covering 2 or more years. Periods of income less than two years may be acceptable, provided the lender can justify and document in writing the reason for using the income for qualifying purposes. A period of more than two years must be used in calculating the average overtime, bonus, and/or incentive income if the income varies significantly from year to year. Qualifying income is calculated as an average over 24 months provided that the income is expected to continue. To establish bonus earnings, written verification from the employer must define the dollar

Back to Top

	amount paid to the Borrower during the past 24 months. When this type of income is used for a down payment and is the only source of funds for the down payment, it may not be used as qualifying income. In addition, when the bonus is received infrequently throughout the year, the Borrower must have sufficient income reserves in savings to supplement his/her income until the next bonus is received. Borrowers beginning employment with a new employer must have received bonus, overtime or incentive income from the new employer in order to utilize for qualifying unless such bonus, overtime or incentive income is guaranteed in writing as part of the borrower's employment agreement. Any guarantee must designate a specific dollar amount or percentage of income.
Capital Gains	
Capital Gains	Capital gains or losses generally occur only one time and should not be considered qualifying income.
Child Support, Alimony or Maintenance Income	
Child Support, Alimony or Maintenance Income	Child support, alimony or maintenance payments may be used as income only if this information is volunteered by the Borrower and if the file substantiates the receipt of funds on an ongoing basis. Copies of the divorce decree/legal separation agreement or voluntary payment agreement along with copies of court records, bank statements or canceled checks showing payments for a minimum of twelve months are required. In order to be used as income, these payments must reasonably be expected to continue for five (5) years based upon all factors, including without limitation the terms of the divorce decree or separation agreement. The continuance requirement may be reduced to three (3) years if the income source represents ≤ 25% of the qualifying income. For child support, the age of the children and any stipulations for continuance in the divorce decree or separation agreement must be considered when determining if funds received are eligible as qualifying income.
Commission	
Commission	A commissioned consumer is one who receives 25 percent or more of his/her annual income from commissions. Commission income is considered stable monthly income if it has been received for two years and is likely to continue. Two years of signed federal tax returns are required to substantiate commission income. NOTE: Commission income that has been earned for less than one year cannot be used as qualifying income. In instances where commissions have been received for more than one year, but less than two, consideration will be given to situations in which the consumer's compensation was changed from salary to commission within a similar position with the same employer and the change is documented in the loan file. Commission income is established with all of the following: • Most recent pay stubs with year to date commission earnings broken out • A verification of employment showing year to date commission earnings • 2 years' W-2s or 1099s, and two years tax returns, signed and dated with all schedules and attachments • Borrowers beginning employment with a new employer must have received commission income from the new employer in order to utilize for qualifying unless such commission income is guaranteed in writing as part of the borrower's employment agreement. Any guarantee must designate a specific dollar amount or percentage of income.
Disability Income	
Disability Income	• Permanent/long-term disability benefits paid by a state agency, a private insurance company, workers compensation insurance, an employer, or other disinterested third party may be used for qualifying purposes only if it is expected to continue for a minimum of five (5) years. The continuance requirement may be reduced to three (3) years if the income source represents ≤ 25% of the qualifying income.

Back to Top

	○ If documentation does not contain any indication that the income will terminate within the next 5 years, it can be assumed that the income will continue for five years. Additionally, if the documentation indicates that the borrower's benefits are subject to periodic reviews, this is not an indication that the income is unlikely to continue and does not require additional documentation for determining likelihood of continuance. • Long-term disability benefits may be used as qualifying income if a two-year history of receipt has been documented. Benefits should be verified with a copy of the award letter supported by two years W-2s or 1099s and current evidence of receipt (current pay stub or evidence of direct deposit into the Borrower's bank account). The award letter must indicate the benefit amount, length of time that the benefits are received and the conditions for receipt of benefits. • See below Social Security income section for information pertaining to disability benefits paid by the Social Security Administration.
Dividend/Interest Income	
Dividend/Interest Income	Interest and dividend income may be used as long as tax returns or account statements support a two-year receipt history. This income must be averaged over the two years. Investment income may be used as stable monthly income if the file contains the following documentation: • Signed & dated federal tax returns or 1099s for the previous two years • The income has been received for at least 24 months; • Year to date income is in line with previous earnings; • The investment is from a publicly traded company(s); • The Borrower has a diversified portfolio; • Verification of stock asset values no older than 30 days at closing; and • Sufficient assets remain after closing to continue to generate an acceptable level of earnings in view of the totality of the circumstances. To include interest or dividend income from cash or marketable securities in qualifying income, follow these guidelines: • Verify that the borrower currently holds underlying cash deposits or securities • Subtract any funds required for closing on the subject transaction prior to the calculation of interest or dividend income. • Average the year-to-date (YTD) interest and dividend income over the last two years with the borrowers' tax returns, unless the income is declining ○ YTD earnings can be calculated by applying a realistic market interest rate to the account balances and averaging over the number of months the income has been received for the year ○ Do not include interest from pass-through tax entities (Partnerships and S Corporations), or from margined securities in the calculation of interest or dividend income Note: Interest and dividend income is typically found on Schedule B of the personal tax return but may be on Schedule D and Form 6252 – Installment Sales.
Employment Offers/Recent Employment	
Employment Offers/Recent Employment	Borrowers who have switched jobs within 30 days of application or will switch jobs prior to close, must provide a copy of the offer and a minimum of one paystub showing one week's pay from their new job. A written VOE will be required. When analyzing employment offers or future employment, the consumer's past employment history, qualifications for the position, as well as previous training and education must be taken into consideration. A written verification of employment or the borrower's last paystub from the prior employer

Back to Top

	must be provided in order to document the gap between the old and new employer. Employment Beginning After Loan Closing • Primary residence 1 unit only • Purchase transactions only • Fully executed non-contingent employment contract or offer letter indicating salary and start date. The contract must be non-revocable. • No more than 60 days between closing date and employment start date • Borrower must have sufficient cash reserves to cover PITI during employment gap plus two months in addition to any other applicable reserve requirements. • Post-closing verbal verification of employment and pay stub are not required.
Employment by a Relative/Family Business	
Employment by a Relative/Family Business	Income for a Borrower who is employed by a relative must be verified using federal tax returns for the past two years and a current pay stub. Proof must be provided that the borrower is not an owner of the business (signed personal or corporate tax returns). For Family Businesses, the borrower must provide a signed copy of the corporate tax returns detailing their ownership percentage. In any instance where the Borrower owns more than 25% of the company, full self-employed documentation must be provided.
Foreign Income	
Foreign Income	Income from a non-US source may be considered only if such income is paid by a corporate entity and is not subject to tax in any jurisdiction outside of the US. Any and all income used to qualify a borrower must be verified through filed tax returns and validated through tax transcripts.
Foster Care Income	
Foster Care Income	Income derived from foster care payments may be considered if it is regular, recurring and reasonably be expected to continue for three years. A two-year history of past receipt is required. Income used to qualify must be averaged over a two-year period. Projected income may not be used in the calculation.
Installment Sales and Land Contracts	
Installment Sales and Land Contracts	Not permitted
Military Income	
Military Income	Borrowers employed in military services typically receive compensation in addition to base pay, which may be used as qualifying income. Rations, base housing pay, and flight pay may be considered, provided that the income is typical for the position held, and proof of probability of such pay continuing is verified in writing. Non-taxable income will be "grossed up" by tax rate for the consumer's last year's income tax, unless the borrower was not required to file a federal tax return, in this instance use 25%. See Non-Taxable Income section for more details. Generally, only base pay and rations are taxable. Borrowers called to active duty before loan closing must be qualified based on the Borrower's military income. The date that the in-service Borrower is scheduled to be released from active duty must be verified via a Leave and Earnings Statement (LES), VOE, or Officer's orders. If the separation date is within 12 months of the projected loan closing, the file must include one of the following: • Documentation that the service member has re-enlisted or extended his/her period of active duty beyond 12 months of the projected closing date. • Verification of civilian employment following release from active duty. For Borrowers with a reservist or National Guard obligation, an assessment should be performed to determine the impact of activation on the Borrower's income.

Back to Top

Mortgage Differential Income	
Mortgage Differential Income	An employer may subsidize an employee's mortgage payments by paying all or part of the interest differential between the employee's present and proposed loan payments. These payments may be considered as acceptable stable income if the Borrower's employer verifies its subsidy in writing, stating the amount and duration of the payments. The payments must continue for at least five (5) years from the date of the loan application. The continuance requirement may be reduced to three (3) years if the income source represents ≤ 25% of the qualifying income. The differential payments should be added to the Borrower's gross income when calculating the qualifying ratio. They cannot be used to offset directly the loan payment, even if the employer pays them to the lender rather than to the Borrower.
Note Receivable Income	
Note Receivable Income	In order to include notes receivable income to qualify a consumer, the following must be documented: • A copy of the note to establish the amount and length of payment ○ If the consumer is not the original payee on the note, the creditor must establish that the consumer is able to enforce the note. • Evidence that these payments have been consistently received for the last 12 months through deposit slips, deposit receipts, cancelled checks, bank or other account statements, or tax returns. • The note must indicate that the income will continue for at least the first five (5) years of the mortgage term. The continuance requirement may be reduced to three (3) years if the income source represents ≤ 25% of the qualifying income.
Non-Taxable Income	
Non-Taxable Income	Non-taxable income must be shown on the tax returns as non-taxable in order to be grossed up. This income will be "grossed up" by the amount of the tax rate for the consumer's last year's income tax, unless the borrower was not required to file a federal tax return, then use 25%. Non-taxable income may include but is not limited to: • Disability income. • Social Security income • Worker's compensation. • Aid to dependent children (ADC)/foster care. • Public assistance. • Federal Employees Compensation Act Benefits. • VA benefits (VA education benefits may not be used as qualifying income). • Military allotment (food and housing). • Municipal bond interest.
Part-Time/Second Job	
Part-Time/Second Job Income	Part-time and second job income is considered as stable income if it has been received for the previous 24 months, uninterrupted, and has a strong probability for continued receipt for a minimum of three years at current or increasing levels. Two years signed tax returns required.
Relocating Life Partners (RLP)/Trailing Co-Borrowers	
Relocating Life Partners (RLP)/Trailing Co-Borrowers	Not eligible.
Rental Income	
Rental Income	Rent received for properties owned by the borrower are acceptable so long as the stability of rental income can be verified through a current lease/agreement to lease or rental history over the previous 24 months that is free of unexplained gaps greater than three months

Back to Top

	(such gaps could be explained by student, seasonal, or military renters, or property rehabilitation). Rental income used to qualify must be disclosed on the loan application.
	
	This can include any rental property, not exclusive to the subject. Rental income from the subject when the property is a single-family primary residence is not permitted.
	
	Rental Management Experience or Rental Income History
	Rental management experience and rental income history is verified by obtaining the most recent two years of filed and signed federal IRS 1040 tax returns.
	
	The two-year rental management experience and rental income history requirement may be waived for rental income from the subject property only, if all of the following apply:
	• Purchase transaction
	• Two-unit property
	• Primary residence
	• LTV less than or equal to 75%
	• Loan Score greater than or equal to 740
	• No gift funds
	
	When waiving the property management experience, use the Small Residential Income Property Appraisal Report (Form 72/1025) to support rental income (a current lease is not required). A 25% vacancy/maintenance expense factor must be deducted from the gross rental income.
	
	Existing Principal Residence Converting to Investment Property
	
	Underwriters may consider rental income from a borrower's principal residence that is being vacated in favor of another principal residence under the conditions described below:
	• If there is documented equity of at least 30% in the departure property, 75% of rental income may be used to offset the mortgage PITI payment in qualifying when:
	  o Reserve requirements are the greater of six months PITI for both properties or the standard post-close liquidity, and
	  o Rental income is documented with a fully executed lease agreement when the borrower's tax returns reflect a two-year history of managing investment properties, as evidenced by the most current two years filed and signed Federal IRS 1040 tax returns, and
	  o Proof is provided that a security deposit was received from the tenant and deposited into the borrower's account.
	  o If rental income will not be used to offset the mortgage payment to qualify, the following reserve requirements must be met:
	  o The greater of six months PITI for both properties or the standard post-closing/reserve requirements.
	
	• If 30% equity in the departure property cannot be documented, or the borrower does not have a two-year history of managing investment properties as evidenced by the most current two years filed and signed Federal IRS 1040 tax returns, rental income may not be used to offset the mortgage PITI payment in qualifying and:
	  o Both the current and the proposed mortgage PITI payments must be used to qualify the borrower for the new transaction; and
	  o Reserve requirements are the greater of six months PITI for both properties, and the standard post-closing/reserve requirements.

Back to Top

	• A full 1004 **ordered through Clear Capital**, dated within 6 months of the application date, documenting a minimum of 30% equity in the home. Properties owned free and clear may document equity by comparing the unpaid principal balance ($0) to the original sales price of the property. Analyzing IRS Form 1040 Schedule E (typically properties owned for more than 12 months) • The IRS Form 1040 Schedule E is required to verify all rental income. Depreciation shown on Schedule E may be added back to the net income or loss. • Positive rental income is considered gross income for qualifying purposes, while negative income must be treated as a recurring liability. • The lender must confirm that the borrower still owns each property listed, by comparing Schedule E with the real estate owned section of the Uniform Residential Loan Application (URLA). Using Current Leases to Analyze Rental Income (typically properties owned for less than 12 months) • The borrower can provide a current signed lease or other rental agreement for a property that was acquired since the last income tax filing, and is not shown on Schedule E. • In order to calculate the income, reduce the gross rental amount by 25 percent for vacancies and maintenance, subtract PITIA, and apply the resulting amount to income, if positive, or recurring debts, if negative.
Retirement Income (401K/IRA Distributions)	
Retirement Income – 401K/IRA Distribution	The Borrower must provide the most recent two months of bank statements, and one of the following: • Written verification from former employer • Federal tax returns • IRS 1099-R form Assets in the plan must be sufficient to sustain income continuance for a minimum of five (5) years. The continuance requirement may be reduced to three (3) years if the income source represents ≤ 25% of the qualifying income. Distributions from asset accounts cannot be set up, or changed, solely for mortgage loan qualification purposes. If the borrower has not yet retired but discloses plans to retire during the first three-years after loan closing, Underwriting review must include the amount of documented retirement benefits, Social Security payments, other payments anticipated to be received in order to verify continuation of income from their current employment and future earnings. The borrower's continued ability to repay the Loan must be considered when the income source expires, or the distributions will deplete the asset prior to maturity of the Loan, including: • Replacement income such as Social Security income, deferred compensation, or trust income, that will begin before the income source expires • Strong equity position in other real estate or assets that may be liquidated in the future to provide an additional income stream • Strong financial experience evidenced by asset and credit profile
Royalty Income	
Royalty Income	Schedule E should be used to determine the supplemental income to use for royalties. The lender must include the total amount of royalty payments received and must document the borrower's receipt of royalty income for 12 months and the likelihood of

Back to Top

	continued receipt of such income for at least five (5) years. The continuance requirement may be reduced to three (3) years if the income source represents ≤ 25% of the qualifying income.
Seasonal Income	
Seasonal Income	Seasonal income is considered uninterrupted, and may be used to qualify the consumer, if the lender documents that the consumer: • Has worked the same job for the past two years • Expects to be rehired the next season
Social Security Income	
Social Security Income	Social Security income for retirement or long-term disability that the borrower is drawing from his/her own account/work record will not have a defined expiration date and should be expected to continue. Non-taxable Social Security may be grossed up by the tax rate from the consumer's last year's income tax, unless the borrower was not required to file a federal tax return, then a factor of 25% should be used. Social Security Disability Income, Child's Benefit, or other income paid by Social Security must be evidenced by: • A copy of the Social Security award letter, and • Two years' tax returns, signed and dated Benefits payable to/for dependents are permitted to be used for qualifying purposes only if it is expected to continue for a minimum of five (5) years. If documentation does not contain any indication that the income will terminate within the next 5 years, it can be assumed that the income will continue. Additionally, if the documentation indicates that the borrower's benefits are subject to periodic reviews, this is not an indication that the income is unlikely to continue and does not require additional documentation for determining likelihood of continuance. The continuance requirement may be reduced to three (3) years if the income source represents ≤ 25% of the qualifying income.
Stock Options	
Stock Options	Employers frequently use corporate stock options as an incentive to attract new hires or to compensate employees with a more direct interest in the success of the company. Stock options are not permitted as a source of income as values are subject to significant fluctuations or may not be readily quantified. Additionally, there are often restrictions on when and how the options may be exercised.
Tip Income	
Tip Income	Tip income must be verified with two-year history of receipt and there must be a reasonable expectation that the income will continue. To document, obtain all of the following: • Most recent YTD paystub or salary voucher documenting at least one month of income. • W-2s covering the most recent two years. • Verbal VOE within 20 business days prior to the date printed on the Note. Tip income that is not reported to the employer may be used as qualifying income when a two-year history of receipt is documented by the most recent two years' tax returns, including IRS Form 4137.

Back to Top

Trust Income	
Trust Income	Income from trusts may be used if the trust is non-revocable and constant payments will continue for at least the first five (5) years of the mortgage term as evidenced by trust income documentation. The continuance requirement may be reduced to three (3) years if the income source represents ≤ 25% of the qualifying income. A copy of the trust agreement or the trustee's statement confirming the amount, frequency and duration of the payments must be obtained to verify the income and continuance of the income. Trust account funds may be used for the required cash investment if the consumer provides adequate documentation that the withdrawal of funds will not negatively affect income. The consumer may use funds from the trust account for the required cash investment, but the trust income used to determine repayment ability cannot be affected negatively by its use.
VA Survivors' Benefits/Dependent Care	
VA Survivors' Benefits/Dependent Care	This income may be considered if received for at least 12 months and is expected to continue for at least three years. A copy of the award letter outlining the duration and amount of payments must be provided by the Borrower.
5.7 Unacceptable Sources of Income	
Unacceptable Sources of Income	• Bank Statements as Income Verification • Boarder Income • Capital Gains • Educational benefits (such as grants and scholarships) • Expense account reimbursement • Gambling winnings (except lottery payments continuing for 5 years) • Homeownership Subsidies • Illegal income or income not reported to the IRS • Income derived from Asset Depletion • Income Received from Roommates • Mortgage Credit Certificates • Parsonage Housing Allowance • Projected Income • Projected Income for a New Job that starts after Closing • Refunds of federal, state or local taxes • Stock Options
Section 6: Credit	
6.1 Credit	
Credit	• A tri-merge Credit Report is required for every Borrower who executes the Note. • The Credit Report should include verification of all credit references provided on the loan application and must certify the results of public record searches for each city where the Borrower has resided in the past two years. • Each Borrower must have a valid and usable score from at least two of the following three agencies: Experian (FICO), Trans Union (Empirica), and Equifax (Beacon). Only scores from these three agencies are acceptable. • Loans where the borrower has placed a freeze on more than one of the three credit repositories are ineligible. • International credit reports and non-traditional credit histories are not permitted. • Business credit reports are generally not required however it is at the discretion of the underwriter to determine when a business credit report would be appropriate.
Minimum Credit Standards	
Minimum Credit Standards	A valid and usable score is one that is generated based upon credit history and credit patterns that accurately reflect the Borrower's history.

Back to Top

	In addition to the fico requirements outlined in the eligibility matrices, the below minimum credit standards must be met: • Minimum three trade lines including either of the following at a minimum: ○ One tradeline with activity in the most recent 12 months ○ One tradeline with at least a 24-month history • Housing payment (mortgage, rental or a combination of both) 0x30x12. ○ If a borrower is living rent free, then a letter of explanation must be provided and an otherwise acceptable traditional credit history established. • See below housing history requirements. • Loans on which the Borrower is not obligated to make payments (such as loans in a deferment period), collection or charged off accounts, and "authorized user" accounts are not acceptable trade lines for establishing the minimum history. To ensure the validity of the score, each trade line should reflect all repositories that are reporting it. This will identify which trade lines were considered when generating each score. • All disputed trade lines must be verified for accuracy. If it is confirmed that the disputed account is accurate, then a new credit report is required showing the trade line no longer in dispute. The borrower must meet eligibility requirements based on the new credit report. If the disputed account has a zero balance and no late payments, it may be disregarded. • The borrower must provide a satisfactory written explanation for all credit inquiries within 180 days. The explanation must explain in detail whether there was any additional debt incurred in connection with the inquiries. If additional debt is disclosed by the borrower, a copy of the most recent billing or a credit supplement must be provided and the monthly payment included in qualifying ratios. • The use of credit enhancement and repair vendors is not permitted.
Determining the Borrower's Score	
Determining the Borrower's Score	• Determine the score for each Borrower on the loan. Select the middle score when three agency scores are provided and the lower score when only two agency scores are provided. This is the individual Borrower's score. • To determine the representative Credit Score for the loan (each loan has one representative Credit Score), the lowest representative Score of all borrowers is used.
Payment Histories	
Payment History	Typically, payment histories may be requested and reviewed when the Credit Report indicates delinquencies have been removed or when a majority of credit is from a non-institutional lender.
6.2 Housing History	
Housing History (Mortgage History or Rental History)	• A satisfactory 12-month housing payment history is required for all borrowers if they have rented or owned a home in the last 12months. • The housing payment history must reflect 0X30 payment history for the past 12 months. This history can be a combination of mortgage and rental history. If not contained within the credit report, the following documentation must be provided by a third party: • Mortgage – Verification can come directly from the lender/servicer, canceled checks and/or bank statements. Private party mortgage verifications must be accompanied by cancelled checks or bank statements to validate payments. • Rent – Rental history may be verified by a direct written verification (VOR) from a management company or 12 months canceled checks and/or bank statements. Private party rental verifications must be accompanied by cancelled checks or bank statements to validate payments. In the event the borrower is living with family, or when no mortgage or rental payment history can be obtained, all of the following documentation must be provided:

Back to Top

	• Letter of explanation from the borrower • Credit report verifying an acceptable traditional credit history and evidencing compliance with minimum Loan Score requirements Properties owned free and clear will require evidence of most recent 12 months satisfactory payment of real estate taxes, home owner's insurance and any applicable homeowner's association dues.
6.3 Derogatory Credit	

Derogatory Credit	Select credit events that negatively impact a borrower's credit history are defined as serious derogatory credit, and these events must reach minimum seasoning requirements (waiting period) since completion as detailed in the sections below. The waiting period is measured from the defined end of the event to the application date of the new loan.
	
	Significant adverse credit is a pattern of derogatory information that is indicative of the borrower's overall credit reputation. Generally, adverse credit is considered significant if any of the following exist:
	• Several accounts show recent late payments
	• Multiple 60- or 90-day late payments
	• Delinquent housing payments
	• The number and size of the delinquent accounts are large in relation to the overall credit
	• Late payments demonstrate a pattern of delinquency
	• Public record information reveals judgments, tax liens and/or collection accounts
	• A bankruptcy, foreclosure, deed in lieu of foreclosure, preforeclosure sale, short-sale, mortgage account charge-off, or credit counseling within the last seven years
	• Credit history shows derogatory credit information within the two most recent years combined with multiple revolving accounts with high balances-to-limits ratios
	
	When significant adverse credit exists, the reason for the adverse credit must be documented as extenuating circumstances or financial mismanagement.
	• Extenuating circumstances exists when:
	    ○ A nonrecurring, isolated circumstance or set of circumstances beyond the borrower's control is fully documented
	    ○ A significant reduction in income and/or increased expenses that rendered the borrower unable to repay obligations as agreed is fully documented
	    ○ The adverse credit is not predictive of future delinquencies
	    ○ Borrower has an acceptable credit history prior to the extenuating circumstance
	• Financial mismanagement exists when:
	    ○ The reason for the adverse credit does not meet the definition of extenuating circumstances.
	    ○ The borrower obtained too much credit or was unable to manage credit.
	    ○ The adverse credit is reflective of the borrower's overall credit history.
	
	All liens that affect title to the security property must be paid at or prior to closing and all past due accounts must be brought current prior to closing.
	
	All delinquent credit that will impact title to the security property and/or delinquent credit with cumulative balance of more than $2,000 including but not limited to delinquent taxes, collections, tax liens and mechanics' liens, must be paid off prior to or at closing. Title insurance must insure the loans first lien position, with said policy transferable to the lender's successors or assigns, without exception. Any item secured by the subject property must be paid in full at or prior to closing.

Back to Top

	IRS payment plans established for the payment of income taxes are not eligible and must be paid off in full on or before closing.
	
	All borrowers with previous derogatory credit events require a letter of explanation and the re-establishment of their credit.
	
	Judgments
	Must be paid off in full prior to or at closing regardless of dollar amount owed.
	
	Charge Off Accounts
	• An individual, unpaid charge off less than or equal to $500 must be paid prior to or at closing.
	• An individual paid or unpaid account that was charged off within two years of the application date for an amount greater than $500 is not allowed.
	• An individual unpaid account that was charged off more than two years from the application date for an amount greater than $500 is not allowed.
	
	Non-real-estate settled-for-less accounts
	• Accounts settled for less than full payment may impact the borrower's ability to repay the Loan or may impact title to the property.
	• Loans with non-real-estate settled-for-less accounts that settled fewer than two years prior to the application date are ineligible.
	
	Collection Accounts
	• Collection accounts greater than $500 must be paid prior to or at closing, unless the borrower can document a formal dispute. The rationale for not paying the collection must be documented and reasonable. The borrower must have funds to pay off the collection in the future, if necessary.
	
	Letter of Explanation
	A satisfactory written explanation signed by the Borrower(s) explaining the reason(s) for adverse credit is required if determination is made that the adverse credit has a significant negative impact on the creditworthiness of the Borrower(s). The explanation must satisfactorily identify the reason(s) for the adverse credit and the timing of the event(s) must be consistent with other application information. Documentation supporting the Borrower's explanation(s) is required.
	
	Re-Establishment of Credit
	A Borrower with a prior bankruptcy, foreclosure, CCCS or other similar serious credit default in his/her credit history must prove that he/she has re-established his/her credit history. Credit must be reestablished for the most recent 24-month period (48 months in the case of a foreclosure), meeting the following minimum requirements:
	• The Minimum Credit History requirements must be met
	• One reference must be the Borrower's prior 24-month housing payment history, verified by the Borrower's:
	    o mortgage loan payments disclosed on the Borrower's credit report, or
	    o canceled checks or money orders for mortgage loan or rental payment, or
	    o bank statements clearly indicating the mortgage loan or rental payment, or
	    o a standard mortgage loan verification or loan payment history from the mortgage servicer, or

Back to Top

<table>
<tr><td></td><td><ul style="list-style-type:circle">
Borrower's year-end mortgage loan account statement (provided that it includes a payment receipt history), supplemented by the Borrower's canceled checks for the months that have elapsed since the statement was issued.
In addition to a housing payment history, at least one other active trade line must have been established for at least the previous 12 months.
No late payments or derogatory credit on credit cards in the previous 24 months.
No new public records, judgments, collections, etc., since the problem occurred.</td></tr>
<tr><td colspan="2">Bankruptcy</td></tr>
<tr><td>Bankruptcy</td><td>Chapter 7, 11 or 13 Bankruptcy
LTV/CLTV > 70%: Not eligible
LTV/CLTV ≤ 70%:<ul style="list-style-type:circle">
Minimum of 7 years since bankruptcy with re-established credit</td></tr>
<tr><td colspan="2">Foreclosure / Notice of Default (NOD)</td></tr>
<tr><td>Foreclosure / Notice of Default (NOD)</td><td>LTV/CLTV > 70%: Not eligible
LTV/CLTV ≤ 70%:<ul style="list-style-type:circle">
Minimum of 7 years since foreclosure/NOD with re-established credit
Property taxes that are delinquent more than 60 days and are not a supplemental tax and have not been placed as a lien against the subject property regardless of whether or not the tax is supplemental in nature.</td></tr>
<tr><td colspan="2">Deed-in-Lieu of Foreclosure/Pre-Foreclosure Sale</td></tr>
<tr><td>Deed in Lieu of Foreclosure or Pre-Foreclosure Sale</td><td>LTV/CLTV > 70%: Not eligible
LTV/CLTV ≤ 70%:<ul style="list-style-type:circle">
Minimum of 7 years since DIL/Pre-foreclosure with re-established credit.</td></tr>
<tr><td colspan="2">Previous Short sale or Short Pay-off</td></tr>
<tr><td>Previous Short Sale or Short Payoff</td><td>LTV/CLTV > 70%: Not eligible
LTV/CLTV ≤ 70%:<ul style="list-style-type:circle">
Minimum of 7 years since short sale/payoff with re-established credit.</td></tr>
<tr><td colspan="2">Consumer Credit Counseling Services</td></tr>
<tr><td>Consumer Credit Counseling Services</td><td>Must be treated as a Bankruptcy.</td></tr>
<tr><td colspan="2">Modifications</td></tr>
<tr><td>Past Mortgage Modifications</td><td>LTV/CLTV > 70%: Not eligible
LTV/CLTV ≤ 70%:<ul style="list-style-type:circle">
Minimum of 7 years since modification with re-established credit.</td></tr>
<tr><td colspan="2">Court Ordered Child Support/Alimony</td></tr>
<tr><td>Court Ordered Child Support/Alimony</td><td>Evidence is required to demonstrate that the payments are current according to the court ordered plan.</td></tr>
<tr><td colspan="2">Rolling Lates</td></tr>
<tr><td>Rolling Lates</td><td>A "rolling late payment" occurs when the Borrower on a contractually delinquent loan makes a monthly payment that does not bring the loan current, and the delinquency status remains the same from one month to the next.

For example, a loan is 30 days delinquent on May 1 (due for April and May). The Borrower makes only one payment in May (contractually satisfying the April payment). On June 1 the payment is still 30 days delinquent (due for May and June). The Credit Report reflects this as two 30-day late occurrences, and this is a "rolling 30". No rolling late payments are permitted. Each occurrence of a contractual delinquency is considered individually for purposes of loan eligibility and pricing.</td></tr>
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Back to Top

Lawsuits/Pending Litigation	
Lawsuits/Pending Litigation	If the application, title, or credit documents reveal that the Borrower is presently involved in a lawsuit or pending litigation, a statement from the Borrower's attorney may be required. The statement must explain the circumstances of the lawsuit or litigation and discuss the Borrower's liability and insurance coverage. A copy of the complaint and answer may also be needed. The title company closing the loan must be informed of the lawsuit or litigation and provide affirmative coverage of NewRez's first lien position. This exception to the otherwise-applicable requirement that the Borrower not be involved in a lawsuit or pending litigation may be made only on an Owner Occupied, Purchase or Rate/Term refinance.
Credit Belonging to an Ex-Spouse	
Credit Belonging to an Ex-Spouse	Credit that belongs to an ex-spouse may be excluded from the credit evaluation of the Borrower in the following circumstances: • The file contains a copy of the divorce decree or separation agreement which shows that the accounts belong solely to the ex-spouse; • Any late payments can be verified to have occurred after the date of the divorce or separation; and • For mortgage debt, a copy of the document transferring ownership of the property • If transfer of ownership has not taken place, any late payments associated with the repayment of the debt owning on the mortgage property should be taken into account when reviewing the borrower's credit profile
6.4 Qualifying Ratios	
Qualifying Ratios (Qualifying Interest Rate)	See below

Qualifying Ratios (Qualifying Interest Rate)

Maximum Qualifying Ratios:
- 36% / 43% for primary residence fixed-rate purchase or rate/term refinance and for occupant borrowers ratio with a non-occupant co-borrower
- 36% / 40% for all other transactions

Qualifying Interest Rate:

Mortgage Type	Qualifying Interest Rate
Fixed Rate Mortgage	Note Rate
5/1 ARMs	Greater of Fully Indexed Rate or Note Rate + 2%
7/1 and 10/1 ARMs	Greater of Fully Indexed Rate or Note Rate

Housing Payment Ratio:
The monthly housing expense is the sum of the following charges as they apply to any properties owned and financed by the borrower:
- Monthly principal and interest payment as per the qualifying rate
- 1/12th of the annual hazard insurance premium.
- 1/12th of the annual real estate taxes.
- 1/12th of the annual flood insurance premium, when applicable.
- Monthly leasehold payments, when applicable.
- Monthly homeowner association dues, condominium maintenance fees and monthly assessments (when applicable).
- Monthly payment for other secured financing (when applicable) to be calculated as follows:
  - 1% of the maximum line amount (regardless of whether the HELOC has a zero-outstanding balance or is frozen); or
  - The payment based on the terms of the HELOC agreement
  - No HELOC payment is required to be included if loan Note date is more than 24 months seasoned and has never been drawn.

Back to Top

	Total Debt Ratio
	The qualifying debt-to-income ratio compares the Borrower's total monthly obligations with his/her qualified monthly gross earnings based on the rate of the loan for which the Borrower is applying. The Debt to Income ratio (DTI) is calculated based upon the sum of the following obligations, divided by the Borrower's stable monthly income:
	• Monthly housing expense as per qualifying rate.
	• Outstanding monthly obligations such as:
	    ○ Installment debt
	    ○ Revolving debt payments
	    ○ Alimony, child support or maintenance payments
	    ○ Losses associated with other real-estate owned
	    ○ Other obligations where a monthly payment is legally required

6.5 Liabilities	
Liabilities	Monthly payments on all existing debts are included in the Borrower's total liabilities or obligations as detailed below. In instances where the debt is being paid by another party, proof of payments made by said other parties must be documented with twelve (12) months canceled checks however; in every case the party making the payment must be obligated under the Note. The debt should not have been delinquent at any time.
30 Day Account	
30 Day Account	A 30-day charge account is defined as an account where the borrower must pay off the total outstanding balance each month. There are no alternative monthly payment options. For open 30-day charge accounts (for example, American Express), the borrower must have sufficient verified liquid assets to pay off the balance in addition to any reserves necessary to meet the reserve requirements for the loan program. Document sufficient assets to pay off the full balance in addition to standard reserves/post-closing liquidity requirements. In addition, use the greater of 5% of the balance or $10 for a qualifying payment. If sufficient assets are not available, use the full balance for a qualifying payment; if a lower payment amount can be documented from the creditor, that amount may be used for qualifying purposes. Note: If the account provides a monthly payment option other than the total outstanding balance, the account is not considered a 30-day charge account and these requirements do not apply.
Alimony, Child Support or Maintenance	
Alimony, Child Support or Maintenance	**Monthly alimony, child support or separate maintenance obligations** with ten or more payments remaining are included in the DTI. If there are fewer than ten payments remaining, and the underwriter determines these payments will not impact the borrower's ability to pay, payments may be excluded from the DTI with evidence of the remaining duration of support payments in the file.
Asset Secured Loans	
Asset Secured Loans	Loans secured against the borrower's financial assets will be considered in reviewing the borrower's overall capacity to repay. Loans should be included in calculating the borrower's ratios as an installment debt. The monthly payments may be excluded from the DTI calculation if there are fewer than ten (10) monthly payments remaining to repay the debt in full. However, if the monthly payment is substantial and inclusion would result in an excessive DTI, underwriting discretion will be used to ensure that exclusion of that debt is reasonable under the circumstances.

Back to Top

	Retirement Contributions and 401(k) loans being used to secure a loan must be included in the DTI unless there are sufficient documented liquid assets to pay off the debt in addition to any required reserves. Interest payments on margin loans and/or pledged asset loans or lines are not eligible for exclusion from the borrower's total liabilities.
Balloon Payment Notes	
Balloon Payment Notes	**Balloon Payment Notes** scheduled to begin or come due within 12 months of the mortgage loan closing, must be included by the lender as an anticipated monthly obligation during the underwriting analysis.
Bridge Loans	
Bridge Loans	Include bridge loan payments in the borrower's DTI. If payments are not scheduled on a monthly basis, at a minimum, use monthly interest payments.
Business Debt in Borrower's Name	
Business Debt in Borrower's Name	Business debts for which the Borrower is personally liable are included in the debt calculation up to the amount of the personal recourse. These debts include business paid personal debt, unless proof of payment by the business is established. These debts may be excluded from the DTI calculation if a minimum of twelve (12) months of consecutive canceled checks from the business are provided. If the account is new, it must be included in the DTI calculation, except in the following instance(s): The new account took the place of an identical account that had at least a 12-month history of being paid for by the business (as indicated above). For example, the borrower has an auto lease that was paid for by their business for 12 months, and they are obtaining a new lease on a new auto. Proof of the first month's payment on the new debt must be included in the file.
Contingent Liabilities	
Contingent Liabilities	Contingent liability must be considered when the consumer remains obligated on an outstanding FHA-insured, VA-guaranteed, or conventional mortgage secured by property that: • Has been sold or traded within the last 12 months without a release of liability, or • Is to be sold on assumption without a release of liability being obtained. When a mortgage is assumed, contingent liabilities need not be considered if the originating lender of the mortgage being underwritten obtains, from the servicer of the assumed loan, a payment history showing that the mortgage has been current during the previous 12 months, or the value of the property, as established by an appraisal or the sales price on the HUD-1 Settlement Statement from the sale of the property, results in a loan-to-value (LTV) ratio of 75 percent or less. In addition, evidence must be provided the borrower no longer owns the property. Contingent liabilities in which the borrower has become a cosigner/guarantor with another person must be included in the liabilities if there are more than 10 payments remaining.
Co-Signed Loans	
Co-Signed Debts	Debts that have been co-signed by the Borrower may be excluded from the Borrower's DTI ratio under the following scenarios, provided that the debt has been paid currently and as agreed for at least the previous twelve (12) months. • A debt secured by property that has been bought out by the former co-owner (for example, in connection with a divorce). The file must include evidence of transfer of title to the former co-owner.

Back to Top

- A mortgage loan that has been assumed by a third party without a release of the Borrower's liability. A copy of the formal assumption agreement and evidence of transfer of ownership of the property should be in the file.
- Debts required to be paid by someone other than the Borrower pursuant to a court order. A copy of the court order transferring liability for payments to another party is required to be in the file.
- Co-signed accounts paid by a third party, with twelve months of cancelled checks evidencing payment by the third party.

If none of these requirements can be satisfied, then the liability must be indicated on the application and considered as a monthly debt payment for mortgage loan eligibility purposes.

Home Equity Lines of Credit

Home Equity Lines of Credit (HELOC)

Monthly payments on all Home Equity Lines of Credit must be included in the DTI ratio. The following table should be used for guidance in calculating the debt to income ratio and accounts for loans requiring less than a full principal and interest payment.

HELOC DTI Calculation

	Loan Purpose	Wells Fargo HELOC	Non-Wells Fargo HELOC
Subject Property	• Purchase & New HELOC • Cash Out refinance • Rate/term refinance	• Full credit line limit (rate/term refi use outstanding balance) • 20 year amortization term • Fully indexed rate (prime + margin) from the Note + 2.0% Wells Fargo qualifying economic adjuster	If payment on credit report, use: • Full credit line limit (rate/term refi use outstanding balance) • 20 year amortization term • Current prime rate + 1.5% margin + 2.0% Wells Fargo qualifying economic adjuster Or, Obtain the Note and use: • Full credit line limit (rate/term refi use outstanding balance) • 20 year amortization term • Fully indexed rate (prime + margin) from the Note + 2.0% Wells Fargo qualifying economic adjuster If no payment on the credit report and Note cannot be obtained, use the higher of: • Full credit line limit (rate/term refi use outstanding balance) • 20 year amortization term • Current prime rate + 1.5% margin + 2.0% Wells Fargo qualifying economic adjuster Or, • 5% of the outstanding balance

Non-subject property HELOC	**HELOC aged less than or equal to 12 months (from open date to note date):**
	
	• Obtain the Note and calculate payment based on:
	  o Full credit line limit
	  o 20 year amortization term
	  o Actual rate/margin as verified by note
	
	• When there is a payment on the credit report and copy of the note is not available:
	  o Full credit line limit
	  o 20 year amortization term
	  o Current prime rate + 1.50 margin + 2.0 Wells Fargo qualifying economic adjuster
	
	• When NO payment is on the credit report and a copy of the note is not available:
	  o Outstanding balance or full credit line limit
	  o 20 year amortization term
	  o Current prime rate + 1.50 margin + 2.0 Wells Fargo qualifying economic adjuster
	Or,
	  o 5% of the outstanding balance or full credit line limit.
	
	HELOC aged greater than 12 months (from open date to note date):
	
	• Apply criteria above except using the outstanding balance rather than the credit line limit.		

Back to Top

Installment Debt	
Installment Debt	**Installment Debt** is the monthly obligation on accounts with fixed payments and terms (e.g., car loans, student loans, etc.). The monthly payments may be excluded from the DTI calculation if there are fewer than ten (10) monthly payments remaining to repay the debt in full. However, if the monthly payment is substantial and inclusion would result in an excessive DTI, underwriting discretion will be used to ensure that exclusion of that debt is reasonable under the circumstances. Installment loans may be paid off to qualify but may not be paid down to qualify.
Investment Gains and Losses	
Investment Gains and Losses	Average and include any net recurring loss on a cash investment or investment property as an expense in the DTI
Lease Payments	
Lease Payments	Lease obligations, regardless of the remaining lease term, are included in the DTI calculation
Revolving Debt	
Revolving Debt	**Revolving debt** is open ended debt of which the principal balance on an account may vary from month to month (e.g., department store credit cards). The minimum required payment as stated on the Credit Report or current statement should be used in calculating the DTI unless as noted below. If the credit report does not show a required minimum payment amount and there is no supplemental documentation to support a payment of less than 5%, an estimated payment based on the greatest of 5% of the outstanding balance or $10 must be used as the Borrower's recurring monthly debt obligation for this account. Revolving debt may not be paid off or paid down to qualify.
Student Loans	

Student Loans	Student loans
	• Deferred, in forbearance, or not reporting a payment on the credit report:
	    ○ Use 1.15% of the higher of the original high balance or current balance to calculate monthly payment.
	• Payment reporting on the credit report:
	    ○ Use the higher of the reported payment or 1.15% of current balance to calculate monthly payment.
	
	If using the 1.15% calculated payment causes the DTI to exceed the maximum, documentation of the actual payment is required. Documentation options include:
	• Direct verification from the creditor
	• A copy of the installment loan agreement
	    ○ If the payment will be income based, the underwriter must validate that current qualifying income reasonably matches the income used to assess the student loan payment.
	    ○ If the student loan payment will be re-assessed less than 12 months after the borrower started their most recent job, the 1.15% calculation should be used, otherwise the documented student loan payment may be used for qualification purposes.

Tax Liability	
Tax Liability	If the most recent tax return or tax extension indicate a borrower owes money to the IRS or State Tax Authority, evidence of sufficient assets to pay the debt must be documented if the amount due is within ninety (90) days of loan application.
Timeshares	
Timeshares	For credit review purposes, timeshare obligations are usually considered installment loans. If

Back to Top

	the Borrower has a deed to the timeshare property, then the timeshare obligation must be considered a mortgage loan for review purposes.
Unreimbursed Business Expenses	
Unreimbursed Business Expenses (URBE)	Unreimbursed business expenses must be deducted from qualifying income when calculating the debt to income ratio; a two-year average based on the borrower's tax returns should be utilized, unless debts are increasing, then the most recent tax year should be used.
6.6 Current Principal Residence Pending Sale	
Current Principal Residence Pending Sale	If the current property residence is pending sale but the transaction will not be closed prior to the new transaction, both the current and proposed mortgage payments must be used to qualify the borrower for the new loan. The property must be included in the list of Real Estate Owned and cash reserve requirements apply. The current mortgage payment on the residence pending sale may be excluded if the following requirements are met: • A copy of the fully executed non-contingent sales contract for the departure residence (cash sale of the departure residence is not permitted, and • Lender's commitment to the buyer of the departure residence with all financing contingencies cleared, and • Standard reserve requirements plus an additional 6 months PITI for the departure residence, and • A minimum 20% equity position in the departure residence based on contracted sales price. o If the departure residence is in a negative equity position, additional reserves may be required to cover the negative equity OR pay down the lien on the departing residence to eliminate the negative equity.
6.7 Borrowers Retaining their Current Residence	
Borrowers Retaining their Current Residence (Conversion of Primary Residence)	When a borrower is purchasing a new home and retaining his/her current residence, it is often a source of concern for occupancy fraud and potential risk to the company. The underwriter must review the application and supporting documentation to determine if any red flags are present and that the reserve/equity requirements are met. "Purchase / Keep" scenarios where the borrower is purchasing a new primary residence and retaining his/her current residence are subject to the following: • For all transactions, the borrower(s) must sign the Occupancy Affidavit Form prior to closing. • If the current primary residence is being converted to a second home, both the current and proposed mortgage payments must be used to qualify for the new loan; the current primary residence must meet the definition of a 2nd home, AND the greater of 6 months or standard applicable reserve requirements must be met. • If the current primary residence is being converted to an investment property, rental income may only be used as described in the Rental Income section of this guide. Additionally, the greater of 6 months or standard applicable reserve requirements must be met.
Section 7: Assets	
7.1 Assets	
Assets	• Assets must be sourced using the two most recent consecutive month's financial institution records (covering a minimum of 60 days); if account information is reported quarterly the most recent quarter. • If the latest financial institution records are more than 45 days earlier than the date of the loan application, the borrower must provide a more recent, supplemental or bank

Back to Top

	generated form that shows the account number, balance and date. The records may be computer generated forms including online account or portfolio records downloaded from the Internet. Documents that are faxed to the lender or downloaded from the internet must clearly identify the name of the depository or investment institution and the source of the information – for example, by including that information in the internet or fax banner at the top of the document • Assets for Income (AFI) is not permitted
7.2 Asset Documentation	
Asset Documentation	Assets must be sourced/seasoned and may be verified using: • Financial Institution Records must provide all of the following information: ○ Clearly identify the borrower as an account holder ○ Include the account number ○ Include the time period covered by the record ○ Include all deposits and withdrawal transactions ○ Include all purchase and sale transactions ○ Include the ending balance in U.S. Dollars ○ Retirement account statements must be the most recent statements and must identify the borrowers vested amount and terms Large disparities between the current balance and the opening balances may require additional verification or documentation. Large or irregular deposits must be explained and documented; for W-2 employees, large deposits are deposits greater than 25% of the borrower's qualifying income.
7.3 Down payment, Closing Costs & Reserves	
Down payment, Closing Costs, and Reserves	**Down payment** On purchase transactions, the Borrower must make a minimum down payment with funds from his/her own resources. The amount of the minimum required down payment depends upon the occupancy of the subject property, documentation type and loan program. A minimum of 5% of the purchase price must be from the Borrower's own funds. **Reserves** Reserves are measured by the number of months of the qualifying payment amount for the subject mortgage (based on PITIA) that a borrower could pay using his or her financial assets. Minimum required reserves may vary depending on a number of factors, including: • The transaction • The occupancy status and amortization type of the subject property • The number of units in the subject property • The number of other financed properties the borrower currently owns AND • The status of the borrower's current principal residence (pending sale or converting to second home or investment property) PITIA is defined as: • Principal and Interest. • Hazard, flood, mortgage insurance premiums (as applicable). • Real estate taxes. • Ground lease. • Special assessments. • Association dues. • Any payments on subordinate mortgages loans secured by the subject property. NOTE: Certain assets are discounted when used for reserves. Refer to the applicable asset type for additional information.

Back to Top

7.4 Acceptable Assets	
Checking & Savings	
Checking & Savings	• 100% of the funds held in a checking or savings account may be used for the down payment, closing costs, and financial reserves. • Unverified funds are not acceptable for the down payment or closing costs unless they satisfy the requirements for borrowed funds • Any indications of borrowed funds must be investigated. They include recently opened accounts, recent large deposits, or account balances that are considerably greater than the average balance over the previous few months. • A written explanation of the source of funds from the borrower must be obtained and the funds must be verified. • Funds held jointly with a non-borrowing spouse are considered the Borrower's funds.
Business Assets	
Business Assets	Not permitted
Stocks, Stock Options, Bonds, and Mutual Funds	

Stocks, Stock Options, Bonds, and Mutual Funds	Stocks, government bonds, and mutual funds are acceptable sources of funds for the down payment, closing costs and reserves provided their value can be verified. Stock options may be an acceptable source of funds, but only for down payment and closing costs
	
	Verify
	• The borrower ownership of the account or asset
	• The value of the asset at the time of sale or liquidation and
	• The borrower's actual receipt of funds realized from the sale or liquidation of the assets if the stocks, stock options, bonds and mutual funds will be used for the down payment or closing costs.
	
	Stocks and mutual funds
	When used for down payment or closing costs, NewRez must determine the value of the asset at the time of sale or liquidation (net of any margin accounts) by obtaining either:
	• The most recent monthly or quarterly statement from the depository investment firm or
	• A copy of the stock certificate accompanied by a newspaper stock list that is dated as of or near the date of the loan application
	Receipt of funds must be verified. When used for reserves the value of stocks and mutual funds must be discounted by 30%. Non-vested restricted stock is ineligible.
	
	Stock Options
	• Vested stock options are an acceptable source of funds for down payment and closing costs if they are immediately available to the borrower.
	• The value of the vested stock options can be documented by
	  o Referencing a statement that lists the number of options and the option price AND
	  o Using the current stock price to determine the gain that would be realized from exercise of an option and the sale of the optioned stock
	• Vested stock options are not an acceptable source for reserves.
	• Non-vested stock options are not an acceptable source of funds for the down payment, closing costs or reserves.
	
	Government Bonds
	The value of government bonds must be based on their purchase price unless the redemption value can be documented. When used for reserves, the value of bonds must be discounted by 30%.

Back to Top

Trust Accounts	
Trust Accounts	Funds disbursed from a borrower's trust account are an acceptable source for the down payment, closing costs and reserves provided the borrower has immediate access to the funds. To document the trust funds: • Obtain written documentation of the value of the trust account from either the trust manager or the trustee AND • Document the conditions under which the borrower has access to the funds and the effect, if any, that the withdrawal of funds will have on the trust income used in qualifying the borrower for the mortgage • Trust funds must be 100% accessible to the borrower
Retirement Accounts	
Retirement Accounts	• Vested funds from individual retirement accounts (IRA/Keogh accounts) and tax-favored retirement savings accounts (401(k) accounts) are acceptable sources of funds for down payment, closing costs, and reserves. Retirement funds may be used to meet up to 50% of the minimum reserve requirement. • NewRez must verify the ownership of the accounts and the borrower's actual receipt of the funds realized from the liquidation of the assets if needed to complete the transaction. • When funds from retirement accounts are used for reserves, NewRez does not require the funds to be withdrawn from the account(s). However, NewRez must exercise caution when considering retirement accounts as effective reserves because these accounts often feature significant penalties for early withdrawals, allow limited access, or have vesting requirements. • If the retirement assets are in the form of stocks, bonds, or mutual funds, in order to be considered for reserves, the account must be discounted by 30% to account for market volatility. In addition, if the borrower is not at retirement age (typically 59 ½) and will be assessed an early withdrawal penalty, that penalty (10% unless confirmed otherwise) must be added to the discount for a total discount of 40%. If the borrower is at or above retirement age, the additional 10% penalty does not need to be applied. If the retirement account only allows withdrawals in connection with the borrower's employment termination, retirement (unless the borrower is of retirement age), or death, NewRez must not consider the vested funds as effective reserves. • If the borrower(s) are using this asset at qualifying income, then it is an ineligible asset source
Earnest Money Deposit	
Earnest Money Deposit	The deposit on the sales contract (earnest money) for the purchase of the security property is an acceptable source of funds for both the down payment and the closing costs. Verification of source of funds • If the deposit is being used as part of the borrower's minimum contribution requirement, the funds must be verified as being from an acceptable source • A request for Verification of Deposit may be used however, VOD's are not acceptable as a standalone documentation source, bank statements are always required • Financial institute records must be seasoned according to matrix requirements and must evidence that the average balance for this time was large enough to support the amount of the deposit. If a copy of the cancelled check is used to document the source of funds, the records must cover the period up to and including the date the check cleared the bank. • If it cannot be determined that these funds were withdrawn from the borrowers

Back to Top

	account, additional verification of the source and evidence that the funds have actually changed hands from the borrower to the seller, the realtor, the escrow agent or settlement attorney should be provided. • Large earnest money deposits or deposits that exceed the amount customary for the area should be closely evaluated. Receipt of the deposit must be verified by: • Copy of canceled check; • Copy of check not canceled with financial institute record(s) to evidence check cleared; • Evidence from the real estate broker (not the agent) that the funds were deposited into the broker's trust account (i.e., copy of broker's trust account statement); or • Escrow agent/attorney's letter acknowledging receipt of funds. Other forms of verification may be acceptable, so long as the verification clearly indicates that the funds were in the Borrower's possession for at least 90 days prior to transfer.
Anticipated Sales Proceeds	
Anticipated Sales Proceeds	**Sales Proceeds from Real Estate Owned Pending Sale** • If the proceeds from the sale of a currently owned home are needed for the down payment and closing costs on the new house, the source of funds must be verified by obtaining a copy of the fully executed Closing Disclosure or Settlement Statement on the existing home before or simultaneously with the settlement of the new home, showing sufficient cash proceeds to consummate the purchase of the new home. **Corporate relocation plans** • When the borrower's employer assumes responsibility for paying off the existing mortgage in connection with a corporate relocation plan, obtain a copy of the executed buyout agreement to document the source of funds. A photocopy of a sales contract or a listing agreement is not considered an acceptable source of verification of proceeds from the sale.
Borrowed Funds Secured by an Asset	
Borrowed Funds Secured by an Asset	Borrowed funds secured by an asset are an acceptable source of funds for the down payment and closing costs since the borrowed funds represent a return of equity. Assets that may be used to secure funds include: • Automobile • Artwork • Collectibles • Real estate • Financial assets • Savings accounts • CDs • Stocks • Bonds • 401(k) When qualifying the borrower, the underwriter must consider the monthly payments for secured loans as a debt. If the secured loan doesn't require a monthly payment, calculate an equivalent amount and consider it a recurring debt. Refer to Asset Secured Loans for 401(k) and retirement for liability requirements. Documentation

Back to Top

	• Verification of the value of the asset must be provided • A copy of the note securing the financing must be provided • Evidence of the transfer of funds to the borrower must be provided • Evidence that the party providing the secured loan is not a party to the sale • Reduce the value of the remaining asset by the amount of the secured loan balance (financial assets only)
Credit Card Financing	
Credit Card Financing	In no case may credit card financing be used for down payment funds. Certain costs that may be paid early in the loan process may be paid via credit card. These costs include: • Appraisal • Lock in fee • Commitment fee • Credit report fee
Sale of Personal Assets	

Sale of Personal Assets	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 is not a party to the property sale transaction or the mortgage financing transaction
	
	Documentation requirements required are:
	• Evidence the borrower owned the asset prior to sale
	• The value of the asset as determined by an independent and reputable source
	• A bill of sale or statement from the purchaser showing the transfer of ownership of the asset
	• Proof of the borrower's receipt of the sale proceeds from documents such as
	  ○ Financial Institution Records
	  ○ Copy of purchaser's cancelled check

Cash Value of Life Insurance	
Cash Value of Life Insurance	Net proceeds from a loan against the cash value or from the surrender of a life insurance policy are an acceptable source of funds for the down payment, closing costs and reserves. Repayment or additional obligation considerations must be assessed to determine the impact on borrower qualification or reserves. If additional obligations are indicated, the obligation amount must be factored into the total debt to income ratio. To document receipt of funds from the insurance company a copy of the check from the insurer OR payout statement issued by the insurer must be retained in the loan file.
7.5 Unacceptable Assets	
Unacceptable Assets	• Anticipated Savings • Assets held in a foreign bank • Bridge Loans • Cash-on-hand/Mattress Money • Digital Currency (ex. Bitcoin) • Donated funds in any form, such as cash or bonds donated by the seller, builder or selling agent outside of approved financing contributions in the Seller Concession • Donation from Equities • Employer Assistance • Funds from a Community Second Mortgage/Down Payment Assistance Program

Back to Top

	• Funds in a Custodial or "In Trust For" account • Gift funds which must be repaid in full or in part. • Gifts from seller-funded programs. • Individual Development Accounts (IDAs) • Net proceeds from a 1031 exchange. • Personal, unsecured loans • Pooled Funds • Proceeds from a cash-out refinance cannot be used to meet reserve requirements • Rent Credits • Stocks held in an unlisted corporation • Sweat Equity (labor performed by the Borrower or goods or materials provided by the Borrower) • Trade Equity • Withdrawing funds/taking a loan from a non-liquid/retirement account to meet the reserve requirements for the specific loan program
7.6 Reserves	
Cash Reserves	(see Reserve Requirements table and text below)
7.7 Gifts	
Gifts	Owner Occupied purchase transactions only; Borrower must have a minimum 5% of their own funds into the transaction unless the LTV/CLVT is 80% or less. • Subordinate Financing is not permitted **Acceptable Donors** • A relative, defined as the borrower's spouse, child or other dependent, or by any

Reserve Requirements

Occupancy	Adjusted Combined Loan Amount[1]	Minimum Reserves
Primary	< $2,000,000	12 months PITI
	> $2,000,000-$4,000,000	24 months PITI
Second Home	< $1,000,000	18 months PITI
	> $1,000,000 - $2,000,000	24 months PITI
	> $2,000,000-$4,000,000	36 months PITI

[1] Adjusted combined loan amount (total of all loans/outstanding line balances against the subject property) applies when secondary financing exists.

Additional reserves are required in the following situations:

- When the current residence is pending sale and won't be sold prior to the subject property. See Current Principal Residence Pending Sale for full details.
- When the current property is being converted to a second home or investment property. See Borrowers Retaining their Current Residence for full details.
- Employment Beginning After Loan Closing requires cash reserves to cover PITI during employment gap plus two (2) additional months

Retirement accounts may be used to meet up to 50% of the minimum reserve requirements.

Ineligible source of reserves:

- Gifts
- Borrowed funds
- Stock in a closely held corporation
- Proceeds from the sale of assets other than that of a residence
- Proceeds from a cash out transaction

Back to Top

<table>
<tr><td></td><td>
other individual who is related to the borrower by blood, marriage, adoption or legal guardianship
• A fiancé, fiancée or domestic partner

The donor may not be, or have any affiliation with, the builder, developer, the real estate agent, or any other interested party to the transaction.
Documentation Requirements
• Gifts must be evidenced by a letter signed by the donor, called a gift letter. The gift letter must
o Specify the dollar amount of the gift
o Specify the date the funds were transferred
o Include the donor’s statement that no repayment is expected AND
o Indicate the donor’s name, address, telephone number and relationship to the borrower
• The lender must verify that the donor has sufficient funds to cover the gift and Acceptable documentation includes any of the following:
o donor’s bank statement documenting sufficient funds for the gift
o cancelled gift check
o fully executed letter from the donor’s depository confirming balance sufficient for the gift amount
• The lender must verify evidence of transfer and receipt of gift funds
o Borrower’s bank statement showing deposit of gift funds
o Deposit slip reflective of gift amount into borrower’s bank account
o Proof of wire transfer from donor’s account to borrower’s account

Gifts of Equity
• A gift of equity refers to a gift provided by the seller of a property to the buyer. The gift represents a portion of the seller’s equity in the property and is transferred to the buyer as a credit in the transaction.
• A gift of equity is permitted for primary residences if:
o The sales price for the property is at market rate
o The acceptable donor and minimum borrower contribution requirements for gifts also applies to gifts of equity.
o Gift of equity is not permissible for refinance transactions

Gift of Equity- Documentation Requirements
• Signed gift letter
• Closing Disclosure settlement statement showing gift of equity
• If the requirements shown here are met, the gift of equity is not subject to the IPC requirements
</td></tr>
<tr><td colspan="2">7.8 Sales & Financing Concessions</td></tr>
<tr><td>Sales & Financing Concessions</td><td>
For purposes of determining the impact of costs paid by the seller of the subject property, or an interested third party, distinctions are made between financing concessions and sales concessions.

Financing Concessions (Seller or Other Interested Party Paid Closing Costs)
Financing concessions are considered to be funds originating from an interested party to pay closing costs on a purchase transaction. Allowable financing concessions include any of the following:
• Permanent reductions in the interest rate on the mortgage loan;
</td></tr>
</table>

Back to Top

	• Contributions related to the mortgage loan financing charges that traditionally would be paid by the Borrower, including but not limited to the payment of discount points, loan fees, commitment fees and/or origination fees, property taxes, and insurance escrows; or
	• Payment of the cost of other items traditionally paid by the Borrower, such as application fees, appraisal fees, transfer taxes, tax stamps, attorney fees, surveys, non-recurring closing costs and title insurance.
	
	Sales Concessions or Property Inducements
	• Sales Concessions are IPCs that take the form of non-realty items. They include:
	  ○ Cash
	  ○ Furniture
	  ○ Automobiles
	  ○ Decorator allowances
	  ○ Moving costs
	  ○ Other giveaways
	  ○ Financing concessions that exceed NewRez limits
	
	The value of any sales concession must be deducted from the sales price or appraised value when calculating the LTV/CLTV/HCLTV for underwriting and eligibility purposes.
	
	Reviewing Concessions
	• Interested Party Contributions (IPCs) are not permitted to be used to make the borrowers down payment, meet financial reserve requirements, or meet minimum borrower contribution requirements
	• Ensure that any and all IPCs are identified and taken into consideration
	• Provide the appraiser with all appropriate financing data and IPCs for the subject property granted by anyone associated with the transaction
	• Ensure that the property value is adequately supported
	• Ensure that the LTV/CLTV/HCLTV after any IPCs are taken into consideration remain within stated eligibility limits
	• Scrutinize all loan and sales contract documents (the sales contract, the GFE, the 1003, the appraisal report, the Closing Disclosure, etc.)
	• Ensure that all elements of the Closing Disclosure were taken into consideration during the underwriting process
	• Ensure that fees and expenses are consistent between all documents. Analyze and resolve any discrepancies.
	
	Ineligible Concessions
	• Undisclosed IPCs
	  ○ Examples of these types of contributions include but are not limited to:
	    ▪ Moving expenses
	    ▪ Payment of various fees on the borrower's behalf
	    ▪ Silent second mortgages held by the property seller
	    ▪ Other contributions that are given to the borrower outside of closing and are not disclosed on the Closing Disclosure
	• Temporary Interest Rate Buy-down
	• Payment Abatements
	  ○ The payment of HOA fees is not considered abatement unless the payments extend for more than 12 months. The payment of HOA fees for 12 months or less is considered an interested party contribution.

Back to Top

<table>
<tr><th colspan="2">7.9 Interested Party Contribution Limits</th></tr>
<tr><td>IPC Limits</td><td>Maximum third-party concessions from interested parties are based on the lesser of the purchase price or appraised value.
<table><tr><th>Occupancy Type</th><th>LTV/CLTV</th><th>Maximum IPC</th></tr><tr><td>Principal residence</td><td>≤80%</td><td>6%</td></tr></table>
HOA fees/dues prepaid by any party other than the borrower are not allowed.</td></tr>
<tr><th colspan="2">Section 8: Program Details</th></tr>
<tr><th colspan="2">8.1 Age of Documentation</th></tr>
<tr><td>Age of Documentation</td><td>• Credit Report – Not to exceed 90 days old on the date the Note is signed
• Income – Not to exceed 90 days old on the date the Note is signed*
• Assets – Not to exceed 90 days old on the date the Note is signed*
• Appraisals: Not to exceed 120 days old on the date the Note is signed; appraisal updates are permitted (follow Fannie Mae Guidance)

*Assets and Income may be up to 120 days old on the date the note is signed if the property is new construction.</td></tr>
<tr><th colspan="2">8.2 Electronic Signatures</th></tr>
<tr><td>Electronic Signatures</td><td>NewRez does not accept electronic signatures on any documents provided to the borrower by NewRez. Purchase contracts and other documents not prepared or provided by NewRez may contain electronic signatures.</td></tr>
<tr><th colspan="2">8.3 Escrow Holdbacks and Repair Requirements</th></tr>
<tr><td>Escrow Holdbacks</td><td>Escrow holdbacks are not permitted.</td></tr>
<tr><th colspan="2">8.4 Escrow Waivers</th></tr>
<tr><td>Escrow Waivers</td><td>• Allowed, as permitted by state law
• A pricing adjustment may apply.
• If required, flood insurance must be escrowed. Exceptions will not be made</td></tr>
<tr><th colspan="2">8.5 Exception Process</th></tr>
<tr><td>Exception Process</td><td>Loans that do not fully comply with documented guidelines, policies, or procedures are known as “exceptions”. Exceptions may be granted with the presence of strong compensating factors to mitigate any additional performance risks. Such exceptions require approval as outlined in this Loan Exceptions Approval Policy and may require special pricing, as determined on a case-by-case basis. Exception requests must be submitted through the loan file’s underwriter.</td></tr>
<tr><th colspan="2">8.6 Excluded Parties Lists</th></tr>
<tr><td>Excluded Parties Lists</td><td>All parties involved in each transaction are screened for inclusion on various lists, including without limitation:
• Freddie Mac’s Exclusionary List;
• GSA List of Excluded Parties
• Office of Foreign Asset Control (OFAC);
• Any prior-approved buyer’s internal exclusionary list
• Any appraiser appearing on Fannie Mae’s Appraisal Quality Monitoring list (AQM)

If a match is determined, the loan may be ineligible.

All name variations found throughout the loan file must be run when performing the searches. This requirement includes:

• Borrowers
• Seller</td></tr>
</table>

Back to Top

	• Builder • Third Party Originator (Broker/Correspondent) • Third Party Originator's Loan Officer • Listing Agent & Listing Company • Selling Agent & Selling Company • Title Agent • Title Company • Closing Attorney • Appraiser and Appraisal Company
8.7 Flood Insurance	

Flood Insurance	Flood insurance is required for any property located within any area designated by the Federal Emergency Management Agency (FEMA) as an Area of Special Flood Hazard. Such area is typically denoted as Flood Zone A or Zone V (coastal areas). Properties in Flood Zone A or V must be located in a community which participates in the FEMA program to be eligible for financing. Life of the loan coverage monitoring is required.
	
	Flood Certificate
	Determination whether a subject property is in a flood zone must be established by a Flood Certificate provided by the Federal Emergency Management Agency (FEMA). In addition, the appraisal report should accurately reflect the flood zone.
	
	Coverage and Deductibles
	If the subject property is located in a Special Flood Hazard Area, flood insurance is required. The amount of flood insurance must be at least equal to the lesser of 100% of the insurable value of the facilities (based on the greater of the values established by the hazard insurance provider or the flood insurance provider), or the maximum coverage available under the appropriate National Flood Insurance Administration program. For condominium projects, the homeowners association should provide a project blanket policy with coverage for the building in which the unit is located. Coverage must be the lesser of 100% of the replacement cost of the building in which the unit is located, including all the common elements and property, or the maximum coverage available under the National Flood Insurance Administration Program times the number of units in the building.
	
	Other requirements:
	• The flood insurance policy must contain NewRez's Mortgagee Clause
	• Flood insurance premiums must be escrowed. No exceptions will be made
	• Deductibles permitted up to the maximum deductible available under the National Flood Insurance Program (NFIP);
	• The Borrower name and the subject property must be on the flood insurance application or binder;
	• Evidence of coverage must be provided at closing; and
	• The insurance must be maintained throughout the duration of the loan. The flood insurance requirement may be waived if:
	  ○ The subject property improvements are not in the area of Special Flood Hazard, even though part of the land is in Flood Zone A or V; or
	  ○ The Borrower obtains a letter from FEMA stating that its maps have been amended such that the subject property is no longer in an area of Special Flood Hazard. The appraisal report should accurately reflect the flood zone.

8.8 Hazard Insurance	
Hazard Insurance	The subject property must be protected (including when vacant) against loss or damage from

Back to Top

	fire and other perils within the standard extended coverage. The coverage amount should not be less than the insurable value of the improvements. If such insurable value cannot easily be determined, then the coverage amount should be at least equal to the actual unpaid balance of the loan(s) secured by the property, or the insurer must indicate guaranteed replacement cost coverage. However, the terms of the coverage amount must fully compensate for any damage or loss on a replacement cost basis. In addition, homeowner's insurance must meet the following requirements: • Deductibles may not exceed 5% of the face amount of the insurance policy. • The policy must contain the Borrower's name and the full address of the subject property and be in effect at closing. • The loan file must evidence the existence of homeowner's insurance for the subject property. Acceptable proof would be front and back copy of canceled check, the HUD-1 showing payment and receipt for payment of the premium, the insurance binder or the insurance policy. • In those states that require lenders to accept an insurance binder, the original policy must be received within 30 days after the date of the application. Hazard insurance policies may include optional coverage(s) which are acceptable but are not required. For example, a "homeowners" or "package" policy is acceptable as long as the Borrower is not obligated to renew any part of the coverage that exceeds the required coverage. **Project Insurance Requirements: Required Coverage for PUDs and Condos** Most condominium projects have master or blanket policies that address the insurance requirements for each unit. Each loan file must contain a copy of the blanket policy as well as a copy of the Evidence of Insurance that specifies the individual unit. Blanket policies may not permit: • A blanket policy covering multiple unaffiliated condo associations or projects OR • Self-insurance arrangements in which the HOA is self-insured or has banded together with unaffiliated associations to self-insure the general and limited common elements of various associations. For policies covering the common elements in a PUD project and for policies covering condominium or co-op projects, the maximum deductible amount must be no greater than 5% of the face amount of the policy. For blanket insurance policies that cover both the individual units and the common elements, the maximum deductible amount related to the individual unit should be no greater than 5% of the replacement value of the unit. Most units in PUD projects are insured as individual residences; therefore, their insurance requirements are similar to those for single-family residences. However, if a project covers individual units with a master policy, the master policy is acceptable. **Special Endorsements** The requirements for endorsements for PUD and condo projects are as follows: • Inflation Guard Endorsement, when it can be obtained, • Building Ordinance or Law Endorsement, if the enforcement of any building, zoning, or land- use law results in loss or damage, increased cost of repairs or reconstruction, or additional demolition and removal costs. (The endorsement must provide for contingent liability from the operation of building laws, demolition costs, and increased costs of reconstruction.), and • Steam Boiler and Machinery Coverage Endorsement, if the project has central heating or cooling. (This endorsement should provide for the insurer's minimum liability per

Back to Top

accident to at least equal the lesser of $2 million or the insurable value of the building(s) housing the boiler or machinery.) In lieu of obtaining this as an endorsement to the commercial package policy, the project may purchase separate stand-alone boiler and machinery coverage.

Special Endorsements for Condo Projects Only

A Special Condo Endorsement is required if the policy doesn't provide that:

- Any Insurance Trust Agreement is recognized and the right of subrogation against unit owners is waived.
- The insurance is not prejudiced by any acts or omissions of individual unit owners that are not under the control of the homeowners' association.
- The policy must be primary, even if a unit owner has other insurance that covers the same loss.

Loss Payee

COVERAGE TYPE	REQUIRED FOR NAME INSURED
Condo Projects	The policy must show the homeowners' association as the named insured. If the condo's legal documents permit it, the policy can specify an authorized representative of the homeowners' association, including its insurance trustee, as the named insured. The "loss payable" clause should show the homeowners' association or the insurance trustee as a trustee for each unit owner and the holder of each unit's mortgage loan.
PUD common areas	The policy must show the homeowners' association as the named insured.

8.9 Interest Credit

Interest Credit	Not Permitted

8.10 Mortgagee Clause

Mortgagee Clause	Shellpoint Mortgage Servicing ISAOA ATIMA PO Box 7050 TROY, MI 48007-7050

8.11 Mortgage Insurance

Mortgage Insurance	Not Required

8.12 Prepayment Penalty

Prepayment Penalty	Not Allowed

8.13 Process to Add or Remove Borrowers

Process to Add or Remove Borrowers

Adding Borrowers

- Adding a borrower to a loan at any time during the loan process, unless the loan has received an adverse credit decision, is acceptable. When this occurs a new RESPA package will be sent out and cool off period will be 7 days. File should be submitted back to UW for review of additional borrower's information.

Removing Borrowers

- Removing a borrower from a loan is allowed only in the following scenarios
  - No credit decision has been made on the loan and borrower expresses desire to withdraw their name from the application
  - Loan has been approved with both borrowers as submitted and one borrower expresses desire to withdraw their name from the application.

Back to Top

	▪ In both of the above scenarios – Request in writing from borrower should be placed in in the file supporting their desire to withdraw their name from the application. ▪ Detailed notes should also be placed in the loan file to eliminate any possible confusion with the file. • Removing a borrower from a loan is NOT allowed in the following scenarios ○ Loan is declined by underwriting ▪ In this scenario the loan would need to be adversed and a new application would need to be taken with only the 1 borrower. ○ Underwriting should not be issuing loan approvals with any type of condition that states 1 borrower needs to be removed. The loan should be declined and have a new application submitted with only the one borrower. **Exceptions** • Any exceptions to the above rules or scenarios not explained above should be submitted to NewRez Compliance for review and approval
8.14 Title Insurance	
Title Insurance	Loans must be covered by an American Land Title Association mortgagee title insurance policy or other generally acceptable form of policy or insurance acceptable under the Fannie Mae Selling and Servicing Guides or Freddie Mac Sellers' and Servicers' Guide, issued by a title insurer generally acceptable under the Fannie Mae Selling and Servicing Guides or Freddie Mac Sellers' and Servicers' Guide insuring the Originator, its successors and assigns. The final policy must be paid in full, and valid, binding and in full force and effect with language evidencing the policy is transferable to the lender and its successors or assignees. An opinion of counsel will be accepted in lieu of title insurance in jurisdictions where this practice is considered to be usual and customary. In all instances the following criteria must be met: • Preliminary title report must be dated no more than 45 days prior to funding. Gap coverage or an updated title must be provided after such time. Gap coverage provided in written form will be good for an additional 60 days. • Preliminary title must indicate that the final title policy will be issued after funding. • Coverage to equal loan amount • The chain of title will be reviewed for flips as part of the underwriting process • Borrower name must be indicated on the title commitment • If borrower's marital status appears to be different than on Form 1003, the discrepancy must be addressed • Cross reference seller name to purchase agreement • Proposed insured must reflect lender's name **Title History Review** The following information outlines required documentation and/or acceptable sources to satisfactorily verify property ownership for at least 12 months. All files are to contain a 12-month title history from an acceptable source. Transfer date, price, and buyer and seller names on any title transfers that occurred within the previous 12 months. **Acceptable Sources for Title Transfer Verification** • Title commitments, preliminary title, full attorney's title opinion, short form title policy

Back to Top

	• Copies of recorded title transfer deed. • Third-party database sources such as Data Quick, SiteX TM, Appintell, History Pro. NOTE: The appraisal is not an acceptable source to support transfer information. Any requirements to obtain clear title and a clean title policy, such as Statements of Information or copies of Trust Agreements, must be cleared prior to closing. The preliminary policy or title commitment must indicate that the final title policy is to be issued after closing. **Acceptable Title Exceptions** (must not have an impact on the customary use, enjoyment, or appraised value or marketability of the subject property) • Customary public utility subsurface easements, the location of which is fixed and can be verified. The exercise of rights of easement must not have an impact on the customary use, enjoyment, or appraised value or marketability of the subject property. • Above-surface public utility easements that extend along one or more property lines for distribution purposes or along the rear property line for drainage, provided that they do not extend more than 12 feet from the subject property lines and do not interfere with any of the buildings or improvements or with the use of the subject property; restrictions, provided that their violation will not result in the forfeiture or reversion of title or a lien of any kind for damages, or have an adverse effect on the customary use, enjoyment, or appraised value or marketability of the subject property. • Mutual easement agreements that establish joint driveways or party walls constructed on the subject property and on an adjoining property, provided all future owners have unlimited and unrestricted use of them. • Encroachments of one (1) foot or less on adjoining property by eaves or other overhanging projections or by driveways provided there is at least a ten (10) foot clearance between the buildings on the subject property and the property line affected by the encroachments. • Encroachments on the subject property by improvements on adjoining property, provided that these encroachments extend one (1) foot or less over the property line of the subject property, have a total area of 50 square feet or less, do not touch any buildings, and do not interfere with the use of any improvements on the subject property or the use of the subject property not occupied by improvements. • Encroachments on adjoining properties by hedges or removable fences. • Liens for real estate or ad valorem taxes and assessments not yet due and payable. **Survey Requirements** If not insured against loss by title insurance, each loan file must contain a survey. Surveys must be certified, dated, and signed by the licensed civil engineer or registered surveyor performing the survey. The survey must conform to the Fannie Mae Selling and Servicing Guides or Freddie Mac Sellers' and Servicers' Guide. If surveys are not commonly required in particular jurisdictions an ALTA 9 Endorsement must be provided. If it is not customary in a particular area to supply either the survey or an endorsement, the title policy must not have a survey exception. Loan exceptions are not permitted when a title policy requires a survey. Final title policies with an open exception for a survey are not permitted.
Section 9: References	
9.1 Disclosures	
Disclosures	**Fair Lending Statement** NewRez operates in strict compliance with the provisions of the Fair Housing Act and the Equal Credit Opportunity Act. The Fair Housing Act makes it unlawful to discriminate in

Back to Top

	housing related activities against any person because of race, color, religion, national origin, sex, handicap, or familial status. The Equal Credit Opportunity Act prohibits discrimination with respect to any aspect of a credit transaction on the basis of sex, race, color, religion, national origin, marital status, age (provided that the borrower has legal capacity to enter into a binding contract), receipt of public assistance, or because the borrower has in good faith exercised any right under the Consumer Credit Protection Act. NewRez fully supports the letter and spirit of both of these laws and will not condone discrimination when it determines whether to purchase any particular loan. It should be noted, however, that all credit decisions with respect to all mortgage loans are made solely by the related originator, and NewRez does not participate in such decisions. **Responsible Lending Statement** NewRez will not originate or purchase loans that are: (a) Mortgage Loans subject to 12 CFR Part 226.32 of Regulation Z, the regulation implementing the Home Ownership and Equity Protection Act of 1994, as amended, or (b) classified and/or defined, as a “high cost,” “threshold,” “predatory high risk home loan” or “covered” loan (or a similarly-classified loan using different terminology under a law imposing additional legal liability for mortgage loans having high interest rates, points and/or fees) under any other applicable federal, state or local law.	
Section 10: Version Control		
1.2 Underwriting	Updated to remove ineligible finding	February 12, 2019
2.9 Rate & Term Refinances	Removed seasoning requirements around payoff of private financing and LTV calculation for properties owned less than 12 months	February 12, 2019
2.10 Cash-out Refinances	Removed seasoning requirements and updated to clarify that revolving debt may not be paid off to qualify	February 12, 2019
3.3 Non-US Citizen Borrowers	Non-permanent residents: Updated to add clarity and to allow second home and investment property financing	February 12, 2019
5.1 Employment	Added guidance around continuance of income	February 12, 2019
Gaps in Employment	Updated to remove requirement for 6 months back on the job	February 12, 2019
Automobile Allowance and Expense Account Payments	Updated to state an automobile allowance may not be used for qualifying and may not be used to offset a car payment	February 12, 2019
Rental Income	Clarified requirements for rental management experience	February 12, 2019
Retirement Income (401K/IRA Distributions)	Clarified requirements for retirement income documentation.	February 12, 2019
Tip Income	Added a new section for the use of tip income	February 12, 2019
5.7 Unacceptable Sources of Income	Added parsonage housing allowance	February 12, 2019
6.1 Credit: Minimum Credit Standards	Updated to allow a minimum three trade lines, including either of the following: • One tradeline with activity in the most recent 12 months • One tradeline with at least a 24-month history Updated credit inquiry explanation requirement from 90 days to 180 days	February 12, 2019
6.2 Housing History	Updated with requirements when no housing history exists	February 12, 2019
6.3 Derogatory	Added guidance on derogatory credit, and updated requirements for	February 12, 2019

Back to Top

Credit	payoff of delinquent debt	
Revolving and Installment Late Payments	Removed section as 6.3 Derogatory Credit addresses late payments	February 12, 2019
30 Day Account	Added that the greater of 5% of the balance or $10 for a qualifying payment must be used in addition to documenting sufficient assets to pay off the account	February 12, 2019
7.6 Reserves	Added references to additional sections that have additional reserve requirements	February 12, 2019
2.12 Refinance of Loans with Less Than One Year Seasoning	Updated LTV/CLTV determination when previous transaction was a purchase and whether home improvements had been completed	February 25, 2019
1.2 Underwriting	Removed the requirement to upload the file to the investor's proprietary feedback tool, DirectExpress and clarified that the credit approval decision has been delegated to the NewRez underwriter.	March 13, 2019

Back to Top