

SmartSelf & SmartSelf Plus Product Profile

Matrices								
NewRez SmartSelf and SmartSelf Plus -								
Primary Residence								
Transaction Type	Units	Fico <sup>7</sup>	Max LTV/CLTV/HCLTV <sup>2</sup>	Max Loan Amount	Max DTI <sup>2</sup>	Housing History <sup>3,4,5</sup>	SmartSelf Derogatory Credit Seasoning	SmartSelf Plus Derogatory Credit Seasoning <sup>4,5</sup>
Purchase or Rate & Term Refinance	1-4	720	90%	\$2,000,000	50%	1x30x12	4 Years	2 Years
			85%	\$2,500,000				
			75%	\$3,000,000				
		680	90%	\$1,500,000				
			80%	\$2,000,000				
			60%	\$3,000,000				
		660	85%	\$1,000,000				
			80%	\$1,500,000				
			75%	\$2,000,000				
		620	85%	\$750,000				
			80%	\$1,000,000				
			75%	\$1,500,000				
Cash Out Refinance <sup>1</sup>	1-4	720	85%	\$1,500,000	50%	1x30x12	4 Years	2 Years
			80%	\$2,000,000				
			70%	\$2,500,000				
		680	85%	\$1,000,000				
			75%	\$2,000,000				
			65%	\$2,500,000				
		620	75%	\$1,000,000				
			70%	\$1,500,000				
			60%	\$2,000,000				

1 Limited to 2 units. Multi-unit second homes must be in a recognized vacation area.  
 2 New or newly converted condo projects in Florida are limited to 60% LTV/CLTV/HCLTV.  
 3 For loans with DTI > 45%, 3 months additional reserves required  
 4 If the borrower is refinancing a loan with a prior modification/restructure then credit requirement is increased to 0x30 in the last 12 months for all mortgages. Modification must be complete prior to application on the subject loan to be refinanced and borrower is making on time scheduled payments.  
 5 SmartSelf Plus: Bankruptcy, Short Sale or Deed in Lieu waiting period of < 4 but ≥ 2 years permitted for loan amounts ≤ \$1,500,000 with 0x30x12 mortgage payment history, 3 months additional reserves and 5% LTV reduction for LTVs > 80%.  
 6 SmartSelf Plus: Foreclosure waiting period of < 4 but ≥ 2 years permitted for loan amounts ≤ \$1,500,000 with 0x30x12 mortgage payment history 3 months additional reserve and 5% LTV reduction for LTVs > 80%.  
 7 40 Year Interest Only requires minimum 680 FICO

NewRez SmartSelf and SmartSelf Plus - Bank Statement & Asset For Income								
Second Home								
Transaction Type	Units <sup>1</sup>	Fico <sup>7</sup>	Max LTV/CLTV/HCLTV <sup>2</sup>	Max Loan Amount	Max DTI <sup>3</sup>	Housing History <sup>4,5,6</sup>	SmartSelf Derogatory Credit Seasoning	SmartSelf Plus Derogatory Credit Seasoning <sup>4,5,6</sup>
Purchase or Rate & Term Refinance	1-2	720	85%	\$1,500,000	50%	1x30x12	4 Years	2 Years
			75%	\$2,000,000				
			65%	\$2,500,000				
		680	85%	\$1,000,000				
			75%	\$1,500,000				
			65%	\$2,000,000				
		620	75%	\$750,000				
			65%	\$1,000,000				
			60%	\$1,500,000				
Cash Out Refinance	1-2	720	80%	\$1,500,000	50%	1x30x12	4 Years	2 Years
			70%	\$2,000,000				
			60%	\$2,500,000				
		680	80%	\$1,000,000				
			70%	\$1,500,000				
			60%	\$2,000,000				
		620	70%	\$750,000				
			65%	\$1,000,000				
			55%	\$1,500,000				

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NewRez SmartSelf and SmartSelf Plus - Investment Home								
Transaction Type	Units	Fico <sup>7</sup>	Max LTV/CLTV/HCLTV <sup>2</sup>	Max Loan Amount	Max DTI <sup>2</sup>	Housing History <sup>3,4,5</sup>	SmartSelf Derogatory Credit Seasoning	SmartSelf Plus Derogatory Credit Seasoning <sup>4,5</sup>
Purchase or Rate & Term Refinance	1-4	720	85%	\$1,000,000	50%	1x30x12	4 Years	2 Years
			75%	\$1,500,000				
			65%	\$2,500,000				
		680	85%	\$750,000				
			75%	\$1,000,000				
			65%	\$2,000,000				
		620	70%	\$750,000				
			65%	\$1,000,000				
			60%	\$1,500,000				
Cash Out Refinance <sup>1</sup>	1-4	720	80%	\$1,000,000	50%	1x30x12	4 Years	2 Years
			70%	\$1,500,000				
			60%	\$2,000,000				
		680	75%	\$1,000,000				
			65%	\$1,500,000				
			55%	\$2,000,000				
		620	70%	\$750,000				
			60%	\$1,000,000				
			55%	\$1,500,000				

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4 If the borrower is refinancing a loan with a prior modification/restructure then credit requirement is increased to 0x30 in the last 12 months for all mortgages. Modification must be complete prior to application on the subject loan to be refinanced and borrower is making on time scheduled payments.

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Section 1: Program Summary		
1.1 Program Summary		
Program Summary	The SmartSelf & SmartSelf-Plus Product is designed for strong credit quality self-employed borrowers that permits the use of bank statements to support self-employed income for qualification purposes. The documentation must provide evidence the borrower’s self-employed income is stable, sufficient to repay the borrower’s debts and likely to continue. The income documentation must support the Ability to Repay requirements (ATR). A minimum of one borrower must meet the definition of self-employed, <b>earn a majority of their income (51% or more) from their self-employment and utilize their</b> self-employed income for qualification purposes to be eligible for the SmartSelf Product. Borrowers who provide tax returns or tax transcripts are generally ineligible for the program.	
1.2 Underwriting		
Underwriting	All loans will be manually underwritten. Loans must be submitted through LoanScorecard	
1.3 Required Documentation		
Required Documentation	<ul style="list-style-type: none"> <li>• Notice to Borrower: Ability to Repay Disclosure (Signed by Borrower)</li> <li>• Ability to Repay (ATR) Certification (Completed by Underwriter)</li> <li>• Borrower’s Affirmation of Information Provided to Establish Ability to Repay (ATR) (Signed by Borrower)</li> </ul>	
1.4 Ability to Repay and Qualified Mortgage Rule		
Ability to Repay and Qualified Mortgage Rule	No mortgage loan may be originated under NewRez’s Portfolio Programs unless the loan satisfies the “Ability to Repay” provisions dictated by the CFPB in 12 CFR Part 1026.43 (also known as the “Qualified Mortgage Rule”). For each loan, NewRez must make a reasonable and good faith determination, based on verified and documented information, that the borrower has a reasonable ability to repay the loan according to its terms. Generally, NewRez will evaluate, at a minimum, the following eight factors in making this determination: (1) current or reasonably expected income or assets; (2) current employment status; (3) the monthly payment on the covered transaction; (4) the monthly payment on any simultaneous loan; (5) the monthly payment for mortgage-related obligations; (6) current debt obligations, alimony, and child support; (7) the monthly debt-to-income ratio or residual income; and (8) credit history. For any loan that is designated as a (i) “Non-Qualified Mortgage Loan” or a (ii) “Qualified Mortgage Loan” having a rebuttable presumption of compliance with the “Ability to Repay” requirement under the Qualified Mortgage Rule, NewRez’s underwriting determination must show that the borrower has sufficient residual income or assets to meet living expenses after taking into account the borrower’s income and debt obligations.	
1.5 Points and Fees		
Points and Fees	<ul style="list-style-type: none"> <li>• The maximum allowable points and fees threshold is 5% unless otherwise restricted by applicable state law.</li> <li>• Fees included in the test are the same fees required to be included the QM points and fees test.</li> </ul>	
Section 2: Eligibility		
2.1 Minimum Loan Amount		
Minimum Loan Amount	<ul style="list-style-type: none"> <li>• Minimum loan amount is \$100,000.</li> </ul>	
2.2 Eligible Terms and Programs		
Eligible Terms and Programs	The following terms are eligible for the SmartSelf and SmartSelf Plus programs.	
	SmartSelf	SmartSelf Plus
	SmartSelf 30 Yr Fixed	SmartSelf Plus 30 Yr Fixed
	SmartSelf 30 Yr Fixed IO	SmartSelf Plus 30 Yr Fixed IO
	SmartSelf 40 Yr Fixed IO	SmartSelf Plus 40 Yr Fixed IO

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	SmartSelf 5/1 ARM	SmartSelf Plus 5/1 ARM	
	SmartSelf 5/1 ARM IO	SmartSelf Plus 5/1 ARM IO	
	SmartSelf 7/1 ARM	SmartSelf Plus 7/1 ARM	
	SmartSelf 7/1 ARM IO	SmartSelf Plus 7/1 ARM IO	
	SmartSelf 10/1 ARM	SmartSelf Plus 10/1 ARM	
	SmartSelf 10/1 ARM IO	SmartSelf Plus 10/1 ARM IO	
<b>2.3 ARM Features</b>			
ARM Features	Interest Rate Adjustment Caps	5/1 ARM: <b>2-2-5</b> 7/1 & 10/1 ARM: <b>5-2-5</b>	
	Margin	3.75%	
	Index	1-Year LIBOR	
	Index Establish Date	45 days prior to the change date	
	Interest Rate Floor	Initial Note Rate	
	Conversion Option	Not permitted	
	Assumption	Assumable to a qualified customer after the fixed rate period.	
	Negative Amortization	Not permitted	
	Interest Only Option	10 Year IO, 20 Year Amortization	
<b>2.4 Assumable</b>			
Assumable	<ul style="list-style-type: none"> <li>Fixed loans are not assumable</li> <li>ARMs are assumable to a qualified customer after the fixed rate period.</li> </ul>		
<b>2.5 Convertible</b>			
Convertible	Loans are not convertible		
<b>2.6 Eligible Transactions</b>			
Eligible Transactions	<ul style="list-style-type: none"> <li>Purchase</li> <li>Rate &amp; Term (Limited Cash-out) Refinance</li> <li>Cash-out Refinance</li> </ul>		
<b>2.7 Interest Only</b>			
Interest Only	30 Yr. Fixed, 5/1, 7/1 and 10/1 ARMs <ul style="list-style-type: none"> <li>10-year interest only period</li> <li>20-year amortization period</li> </ul> 40 Yr. Fixed <ul style="list-style-type: none"> <li>10-year interest only period</li> <li>30-year amortization period</li> </ul>		
<b>2.8 Purchases</b>			
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: <ul style="list-style-type: none"> <li>A copy of the fully executed purchase contract and all attachments or addenda is required</li> <li>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</li> <li>A Certificate of Occupancy from the applicable government authority must be retained in the file, unless a Certificate of Occupancy is not required by a local government. In this case, an Appraisal Update and/or Completion Report (442) must be obtained. One of these items is required on all new construction, regardless of whether the transaction is a construction-to-permanent loan</li> <li>Refer to <a href="#">Property Flips/Rapid Appreciation</a> for additional requirements</li> </ul>		

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2.9 Refinances (General)	
Refinances (General)	<ul style="list-style-type: none"> <li>• Borrower(s) must meet the <a href="#">Continuity of Obligation</a></li> <li>• All refinance transactions must pass the NewRez Net Tangible Benefit Test.</li> <li>• 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.</li> <li>• The refinance of a previously modified mortgage is not permitted unless the borrower is 0X30 on all mortgages for the past 12 months. The modification must be complete on the subject loan prior to loan application. A modified mortgage is defined as a mortgage loan that makes a permanent change in one or more terms of a Borrowers' loan resulting in a change to the loan's monthly payment, interest rate, term, or outstanding principal. (A reduction of a credit line due to value depreciation would not be considered a modification as defined above)</li> <li>• Refer to <a href="#">Property Flips/Rapid Appreciation</a> for additional requirements</li> </ul>
2.10 Rate & Term Refinances	
Rate & Term Refinances	<p>Rate-Term Refinances consist of the following transaction types:</p> <ul style="list-style-type: none"> <li>• Pay off of the current mortgage (and any purchase money seconds) to include principal balance plus accrued interest, and any required prepayment penalty, only. (Other costs such as late fees and past-due amounts are considered cash back and render the transaction a cash-out refinance if they exceed incidental cash-back limits below)</li> <li>• Pay off of a non-purchase money subordinate lien is permissible provided the subordinate lien is seasoned at least 12 months. If the non-purchase money lien is a home equity line of credit it must have zero draws within the past 12 months</li> <li>• Refinances where the borrower receives incidental cash-back (amounts limited to the lesser of 2% of the loan amount or \$2,000)</li> <li>• A co-owner is completing an equity buy-out due to a divorce and all of the following criteria are met:                             <ul style="list-style-type: none"> <li>○ The property was jointly owned by all parties for at least the 12 months preceding the date of the mortgage application.</li> <li>○ The property must be the primary residence.</li> <li>○ A written agreement signed by all parties is required stating:                                     <ul style="list-style-type: none"> <li>▪ the terms of the property transfer, and</li> <li>▪ the disposition of the proceeds from the refinance</li> </ul> </li> <li>○ The borrower who retains sole ownership of the property may not receive any cash proceeds from the refinance.</li> </ul> </li> <li>• 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.</li> <li>• The current appraised value is used to calculate the LTV regardless of length of time the borrower has owned the subject property. See <a href="#">Rapid Appreciation</a> for additional information.</li> </ul> <p>Note: For refinances in Texas, a copy of the current mortgage or note is required to determine the previous terms are not subject to Texas Section 50(a)(6). Refer to section 2.12 Texas 50 (a)(6) Refinances for requirements.</p>
2.11 Cash-out Refinances (including Debt Consolidation)	
Cash-out Refinances	<p>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. Payoff of draws taken in the past 12 months on a HELOC are counted in the cash in the maximum cash in hand amount.</p> <ul style="list-style-type: none"> <li>• Seasoning Requirements:                             <ul style="list-style-type: none"> <li>○ At least one borrower must be from the original purchase transaction of the property.</li> </ul> </li> </ul>

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	<ul style="list-style-type: none"> <li>○ If a borrower(s) is on title without an individual(s) from the original purchase transaction 6 months seasoning is required (seasoning is determined from the date added to title to the application date)</li> <li>• The appraised value is utilized to determine the loan to value</li> <li>• Maximum cash in hand and debt consolidation combined may not exceed \$1,000,000</li> <li>• Cash-back proceeds may be used to pay existing debts; all revolving debt must be paid off in order to be excluded from qualifying ratios</li> <li>• <b>SmartSelf Plus:</b> Cash in hand from a cash-out refinance may be used to satisfy reserve requirements</li> <li>• Refer to <a href="#">Property Flips/Rapid Appreciation</a> for additional requirements</li> </ul>
<b>2.12 Texas 50(a)(6) Program Summary</b>	
Texas 50(a)(6) Program Summary	<p>This Program Guide serves as a comprehensive summary of NewRezs SmartSelf TX 50(a)(6) requirements and allowances</p> <p>All other parameters of the SmartSelf product profile must be met in addition to the specific Texas 50(a)(6) requirements outlined in this section</p>
<b>Texas 50(a)(6) Special Considerations</b>	
Texas 50(a)(6) Special Considerations	<p>A Texas (a)(6) loan may not close until:</p> <ul style="list-style-type: none"> <li>• Twelve days after the borrower submits the loan application or all borrowers sign the 12-day notice, whichever is later.</li> <li>• One day after the borrowers receives a copy of the Settlement Statement and Closing Disclosure.</li> </ul> <p>After the one-year anniversary of the closing of an existing Texas (a)(6) loan.</p>
<b>Texas 50(a)(6) Fee Caps</b>	
Texas 50(a)(6) Fee Caps	<ul style="list-style-type: none"> <li>• A 2% Fee cap exists on all Texas (a)(6) loans. The following provides guidance on fees that are and are not included in the 2% cap:</li> </ul> <p style="text-align: center;"><u>Examples of Borrower Paid Fees Included</u></p> <p>Administrative Fee Appraisal performed by third party appraiser                  Appraisal NOT performed by third party appraiser                  Appraisal Management Fee                  Assignments Fee                  Brokerage Fee                  Certification that HOA Maintenance Fee is Current Closing Fee                  Commitment Fee                  Courier Fees                  Credit Life (if required by Lender) Credit Report                  Deed Restrictions Document Preparation Escrow Fee                  Escrow Waiver Flood Certification HOA Transfer Fee Mortgage                  Insurance Origination Fee                  Pest Inspection Processing Fee                  Property Tax Certification Property Tax Service Fee Recording                  Fees                  Survey NOT performed by state licensed or registered surveyor                  Underwriting Fee                  Warehouse Fee</p> <p style="text-align: center;"><u>Examples of Borrower Paid Fees Not Included</u></p> <p>Authorized Premiums for Endorsements to Mortgagee Title                  Insurance Policy Base Premium for Mortgagee Title Insurance                  Policy                  Discount Points (If legitimate and bona fide)                  Flood Insurance                  Hazard Insurance                  HOA Maintenance Fees Late Charges                  Per Diem Interest                  Post Default Attorney Fees Property Tax                  Survey performed by state licensed or registered surveyor                  Title Examination Report if cost is less than Base Premium for                  Mortgagee Title Insurance Policy (if no title insurance policy is                  being issued)</p>
<b>Texas 50(a)(6) Attorney Review</b>	
Texas 50(a)(6) Attorney Review	<p>All Texas 50(a)(6) loans must be reviewed and certified by an NewRez approved TX Attorney prior to loan closing. NewRez’s approved firms include:</p> <ul style="list-style-type: none"> <li>• Black, Mann and Graham</li> <li>• Peirson Patterson</li> </ul>
<b>Texas 50(a)(6) Ineligible Transactions</b>	
Texas 50(a)(6) Ineligible Transactions	<ul style="list-style-type: none"> <li>• Investment Properties</li> <li>• Second Homes</li> <li>• Interest Only transactions</li> </ul>

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Texas 50(a)(6) Max LTV										
Texas 50(a)(6) Max LTV	Unless otherwise limited by the SmartSelf Product Profile the LTV/CLTV cannot exceed 80%									
Texas 50(a)(6) Seasoning										
Texas 50(a)(6) Seasoning	If an existing Texas 50(a)(6) first or second mortgage will be paid off, the lender must verify that 12 months have passed since the closing date of the existing TX 50(a)(6) loan being paid off before the new lien is secured. TX only permits one equity loan at a time and only one within a 12-month period.									
Texas 50(a)(6) Subordinate Financing										
Texas 50(a)(6) Subordinate Financing	<p>New subordinate financing is not permitted on a first lien TX (a)(6). Existing subordinate liens on the real estate that are not paid off with the new 50(a)(6) loan are permitted provided that: the subordinated 2nd mortgages cannot already be a 50(a)(6) loan (verification is required-the title company must obtain a copy of the security instrument) and the subordinated 2nd mortgage must meet the 80% CLTV requirement. HELOCs are not eligible for subordinate financing.</p> <p>A copy of the subordinating Note, Mortgage/Deed and Subordination Agreement is also required.</p>									
Texas 50(a)(6) Power of Attorney										
Texas 50(a)(6) Power of Attorney	Not permitted									
Texas 50(a)(6) Living Trust (Inter Vivos Revocable Trust)										
Texas 50(a)(6) Living Trust	<p>A living trust is an eligible mortgage borrower if it meets the following requirements as well as State requirements. All trusts must be approved by NewRez legal prior to Loan Approval. To determine whether or not the Trust meets all the criteria required by State and investor standards, one of the following will be required:</p> <ul style="list-style-type: none"> <li>A copy of the trust document must be included in the file</li> <li>Trust must meet "qualifying trust" under Texas law for purposes of owning residential property that qualifies for the homestead exemption</li> </ul>									
Texas 50(a)(6) Property										
Texas 50(a)(6) Property	<ul style="list-style-type: none"> <li>Urban Homesteads – maximum 10 acres per Article XVI, Section 50(a)(6) of the Texas Constitution (no exceptions)</li> </ul> <p><b>Deed Restricted Properties:</b> All deed restricted properties must be reviewed and approved by legal prior to loan approval and must adhere to FNMA requirements (B5-5.2) and Texas State Law</p>									
Texas 50(a)(6) Appraisals										
Texas 50(a)(6) Appraisals	<p>All appraisals must be ordered and processed in compliance with Appraiser Independence Requirements (AIR) through a NewRez approved Appraisal Management Company.</p> <ul style="list-style-type: none"> <li>A full 1004/appraisal is required on all Texas 50(a)(6) transactions</li> <li>Appraisal must be completed by a Certified appraiser from an NewRez approved AMC</li> <li>Copy of the appraiser's license must be included in all funded loan files</li> <li>The re-use of an appraisal is not permitted</li> </ul>									
2.13 Texas 50(f)(2) Loans										
Texas 50(f)(2) Loans	<p>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-pays).</p> <p><b>(f)(2) Determination:</b></p> <table border="1"> <thead> <tr> <th>New Loan Amount pays off existing lien and....</th> <th>If existing lien is a non-50(a)(6); then the new lien is....</th> <th>If existing lien is a 50(a)(6); then the new lien is....</th> </tr> </thead> <tbody> <tr> <td>Provides even \$1 cash to the borrower</td> <td>Texas (a)(6)</td> <td>Texas (a)(6)</td> </tr> <tr> <td>Pays off/down an existing TX (a)(6) lien with</td> <td>Texas (a)(6)</td> <td>Texas (f)(2) – if seasoning</td> </tr> </tbody> </table>	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	Texas (a)(6)	Texas (f)(2) – if seasoning
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Pays off/down an existing TX (a)(6) lien with	Texas (a)(6)	Texas (f)(2) – if seasoning								

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	<table border="1"> <tr> <td>no cash to borrower</td> <td></td> <td>requirements are met*</td> </tr> <tr> <td>Pays off/down an existing TX (a)(6) lien with cash to borrower</td> <td>Texas (a)(6)</td> <td>Texas (a)(6)</td> </tr> <tr> <td>The new lien is &lt; existing UPB (no new funds)</td> <td>Non-Texas (a)(6)</td> <td>Texas (f)(2) – if seasoning requirements are met*</td> </tr> <tr> <td>Funds, prepaids and/or closing costs</td> <td>Non-Texas (a)(6)</td> <td>Texas (f)(2) – if seasoning requirements are met*</td> </tr> <tr> <td>Pays off/down a purchase money 2nd</td> <td>Non-Texas (a)(6)</td> <td>Texas (f)(2) – if seasoning requirements are met*</td> </tr> <tr> <td>Pays off/down an existing Secured Home Improvement Loan (mechanic’s lien)</td> <td>Non-Texas (a)(6)</td> <td>Texas (f)(2) – if seasoning requirements are met*</td> </tr> <tr> <td>Provides funds to satisfy a court ordered Divorce Equity Buyout</td> <td>Non-Texas (a)(6)</td> <td>Texas (a)(6)</td> </tr> </table> <p>*Borrower may elect to have loan remain a Texas (a)(6). Refer to Texas A6 profile.</p> <p><b>Special Considerations:</b>                  Loan may not close until:</p> <ul style="list-style-type: none"> <li>• Twelve days after the borrower submits the loan application or all borrowers sign the 12-day notice, whichever is later.</li> <li>• One day after the borrowers receive a copy of the Settlement Statement and Closing Disclosure.</li> <li>• After the one-year anniversary of the closing of an existing Texas (a)(6) loan.</li> </ul> <p>New subordinate financing is not permitted on a first lien Texas 50(f)(2).</p> <p><b>Attorney Review:</b>                  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:</p> <ul style="list-style-type: none"> <li>• Black, Mann and Graham</li> <li>• Peirson Patterson</li> </ul>	no cash to borrower		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)		
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<b>2.14 Continuity of Obligation</b>																								
Continuity of Obligation	Continuity of obligation is met when any one of the following exists: <ul style="list-style-type: none"> <li>• At least one borrower is obligated on the new loan who was also a borrower obligated on the existing loan being refinanced.</li> <li>• The borrower has been on title and residing in the property for at least 6 months and has either paid the mortgage for the last 6 months or can demonstrate a relationship (relative, domestic partner, etc.) with the current obligor.</li> <li>• The loan being refinanced and the title to the property are in the name of a natural person or a limited liability company (LLC) as long as the borrower was a member of the LLC prior to transfer. Transfer of ownership from a corporation to an individual does not meet the continuity of obligation requirement.</li> <li>• The borrower has recently <a href="#">inherited</a>, or was legally awarded, the property (divorce, separation, or dissolution of a domestic partnership).</li> <li>• The borrower(s) are eligible for <a href="#">Delayed Financing</a></li> </ul>																							
<b>2.15 Inherited Property / Properties Awarded via Legal Documentation</b>																								
Inherited Property and Properties Awarded via Legal Documentation	Inherited 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. <p>If the subject property was inherited less than 6 months prior to loan application, the transaction is deemed a rate and term refinance and is subject to the following requirements:</p> <ul style="list-style-type: none"> <li>• Proceeds must be used to buy-out the documented equity interest of others. Equity owners must be paid at settlement.</li> <li>• The subject property must have cleared probate and the property must be owned in the Borrower’s name.</li> </ul>																							

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	<ul style="list-style-type: none"> <li>• Current appraised value is used for LTV/CLTV/HCLTV determination.</li> </ul> <p>In order to complete a cash-out transaction following standard program guidelines, the borrower must have a 6 -month minimum ownership at the time of loan application.</p>
<b>2.16 Delayed Financing</b>	
Delayed Financing	Permitted with the following restrictions: <ul style="list-style-type: none"> <li>• No longer than 6 months has elapsed since the original cash acquisition of the property; measured from the loan application date</li> <li>• Must be underwritten as a rate &amp; term refinance; a price adjustment will apply</li> <li>• The new loan amount can be no more than the actual documented amount of the borrower's initial investment in purchasing the property plus the financing of closing costs, prepaid fees, and points on the new mortgage loan (subject to the maximum LTV/CLTV/HCLTV ratios for a rate and term refinance based on the lesser of the purchase price or the current appraised value)</li> <li>• Property must have been purchased using the borrower(s) own funds</li> <li>• Settlement Statement/Closing Disclosure from the original purchase and documentation to show the down payment and closing costs used for the purchase were from the borrower's own funds (no borrowed, gift or shared funds)</li> </ul>
<b>2.17 Subordinate Financing</b>	
Subordinate Financing	The following requirements apply to the terms of the subordinate financing: <ul style="list-style-type: none"> <li>• Maximum CLTV/HCLTV does not exceed the maximum LTV permitted by the <a href="#">program matrix</a></li> <li>• The subordinate financing must be recorded and clearly subordinate to the new mortgage; title must indicate the lien is in second position</li> <li>• 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.</li> <li>• Subordinate financing must be reviewed to ensure that there are no terms that restrict prepayment. Terms that restrict prepayment are not permitted as acceptable subordinate 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.</li> <li>• Subordinate financing must have regular monthly payments and be at a market interest rate</li> <li>• The source of the subordinate financing is not a natural person except when the natural person is the seller of the subject property.                         <ul style="list-style-type: none"> <li>○ Seller provided subordinate financing is only permitted on arm's length transactions and in accordance with Fannie Mae guidelines</li> </ul> </li> <li>• Negative amortization is not allowed. The scheduled payments must be sufficient to cover at least the interest due.</li> </ul> <p><b>If the debt is a home equity line of credit:</b></p> <ul style="list-style-type: none"> <li>• The CLTV/HCLTV ratio is calculated by adding the full amount of the HELOC (the credit limit) to the first mortgage amount, plus any other subordinate financing, and dividing that sum by the lesser of the sales price or appraised value of the mortgaged premises.</li> <li>• 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</li> </ul> <p><b>If the second is a closed end subordinate lien:</b></p> <ul style="list-style-type: none"> <li>• 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</li> <li>• The loan cannot have a balloon or call option within five years of the date of the note</li> </ul> <p><b>In all instances, the following items are required:</b></p> <ul style="list-style-type: none"> <li>• A copy of the subordinate note or direct verification from the lien holder verifying all items</li> </ul>

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	<p>detailed above must be obtained.</p> <ul style="list-style-type: none"> <li>• A copy of the unsigned subordination agreement prior to closing.</li> <li>• A copy of the executed subordination agreement at closing.</li> </ul>
<b>2.18 Land Contracts (Installment Land Contract or Contract/Bond for Deed)</b>	
Land Contracts	<p>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.</p> <p>The following requirements apply:</p> <ul style="list-style-type: none"> <li>• Purchase or Rate and Term Refinance of a Primary Residence Only</li> <li>• Land sale contracts must be recorded or notarized; a copy of the of contract and notice of payoff(s) are required; must not be a foreclosure bail-out or distress sale</li> <li>• The seller under a land sale contract must deed to the purchaser at or prior to closing</li> <li>• The Closing Disclosure at closing must indicate that all liens on title have been paid in full.</li> <li>• The estate or interest insured in the title insurance policy is Fee Simple</li> <li>• The title insurance policy ensures full title protection to the lender</li> <li>• The title insurance policy states that title to the security property is vested in the purchaser under the land sale contract.</li> <li>• The title insurance policy must not list any exceptions arising from the land sale contract.</li> <li>• Twelve (12) full months of payment history must be verified with 12 months cancelled checks or equivalent financial documentation (bank statements, wire transfers, etc.)             <ul style="list-style-type: none"> <li>○ If the land contract was executed less than 12 months prior to the date of the loan application, the borrower's previous housing payment history (covering 12 months) must also be verified in addition to all payments made on the land contract.</li> </ul> </li> </ul>
<b>2.19 Construction to Permanent Financing</b>	
Construction to Permanent Financing	<ul style="list-style-type: none"> <li>• All transactions will be treated as Rate and Term Refinances</li> <li>• Borrower must have legal title to the land prior to application and be named as the borrower on the construction financing</li> <li>• LTV/CLTV/HCLTV will be based on the as-completed appraised value regardless of the length of time the borrower has owned the lot</li> <li>• Underwriting reserves the right to ask for additional documentation for use in the completion of the cost analysis when warranted</li> <li>• In all cases, a new note and mortgage for the refinance of the interim 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</li> <li>• A Certificate of Occupancy from the applicable government authority must be retained in the file, unless a Certificate of Occupancy is not required by a local government. In this case, an Appraisal Update and/or Completion Report (442) must be obtained.</li> </ul>
<b>2.20 Payoff Demands</b>	
Payoff Demands	<p>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.</p> <p>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.</p>

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	<p>A payoff demand statement is considered expired when:</p> <ul style="list-style-type: none"> <li>• The document instructs the associate to void after a specified date; or</li> <li>• The interest accrued amount on the statement signals the borrower will be past-due when the new loan funds;                         <ul style="list-style-type: none"> <li>○ The borrower must make a mortgage payment prior to closing to avoid a late payment on the credit; and</li> </ul> </li> <li>• The borrower must provide evidence the payment has been made and the updated payoff demand must reflect that a payment has been made.</li> </ul>
<b>2.21 Maximum # of Financed Properties</b>	
Maximum # of Financed Properties	<p>Borrower(s) may own no more than fifteen (15) financed properties including the subject property, unless the current principal residence is pending sale and meets the requirements of this <a href="#">product profile</a>. The borrower may own additional real estate if it is owned free and clear. The following property types are not subject to these limitations, even if the borrower is personally obligated on a mortgage on the property:</p> <ul style="list-style-type: none"> <li>• commercial real estate,</li> <li>• multifamily property consisting of more than four units,</li> <li>• ownership in a timeshare,</li> <li>• ownership of a vacant lot (residential or commercial), or</li> <li>• ownership of a manufactured home on a leasehold estate not titled as real property (chattel lien on the home).</li> </ul> <p>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 <a href="#">Cash Reserves</a> for additional requirements.</p>
<b>2.22 Multiple Mortgages to the Same Borrower</b>	
Multiple Mortgages to the Same Borrower	<ul style="list-style-type: none"> <li>• Borrowers limited to eight (8) loans with NewRez not to exceed <b>\$3,000,000 in aggregate</b>.</li> <li>• Borrowers with &gt; 15 financed properties are not eligible</li> <li>• Borrower may have financing with NewRez on a maximum of 10% of the properties in a PUD or condominium project.                         <ul style="list-style-type: none"> <li>○ For projects ≤ 10 total units, financing on a maximum of 1 unit is allowed</li> </ul> </li> <li>• NewRez financing is limited to a maximum concentration of 20% in any Florida condominium project. This limitation is per project and not per borrower.</li> </ul>
<b>2.23 Ineligible Transactions</b>	
Ineligible Transactions	<p>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:</p> <ul style="list-style-type: none"> <li>• Any loan that meets an agency, state or a federal definition of a high cost loan including NY and CT high cost and/or subprime</li> <li>• Borrowers with diplomatic immunity or otherwise excluded from U.S. jurisdiction.</li> <li>• Bridge loans</li> <li>• Cross-collateralization or Blanket loans, covering multiple properties</li> <li>• Deed-Restricted Properties (exceptions will be considered on a case-by-case basis)</li> <li>• Flip transactions (multiple private transfer in the last 12 months; see Property Flips/Rapid Appreciation for more details)</li> <li>• Foreclosure bailouts of any kind. (An arms-length purchase of a short sale is not deemed a foreclosure bailout.)</li> <li>• Land trusts in the state of Illinois</li> <li>• Leaseholds secured by Indian/Tribal lands</li> <li>• Lease-Purchase Options</li> <li>• Loans to fund escrows for work completion except as provided in this guide</li> <li>• Loans to officers / owners of NewRez’s approved mortgage brokers, correspondents.</li> </ul>

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	<ul style="list-style-type: none"> <li>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.</li> <li>Model Home Lease-Backs</li> <li>Mortgage Credit Certificates (MCC)</li> <li>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.</li> <li>Reverse 1031 Exchanges</li> <li>Temporary Buydowns</li> <li><b>ARM loans to FTHB in Massachusetts</b></li> </ul>
<b>Section 3: Borrower Eligibility</b>	
<b>3.1 Occupancy</b>	
Occupancy	Eligible occupancy types include: <ul style="list-style-type: none"> <li>Primary residences for 1-4 unit properties</li> <li>Second Homes – 1-2 Unit only                         <ul style="list-style-type: none"> <li>For 2 unit second homes, one unit must be available for the borrower’s exclusive use, no rental or time-sharing arrangements in the borrower’s exclusive unit</li> <li>Must be suitable for year-round use</li> <li>Must be located in a recognized vacation area typical for second home properties (e.g., beach, ski, golf, resort)</li> <li>Must be a reasonable distance from borrower’s current owner-occupied property</li> </ul> </li> <li>Investment or Non-Owner Occupied – 1-4 Units</li> </ul>
<b>3.2 Borrower Eligibility</b>	
Borrower Eligibility	<ul style="list-style-type: none"> <li>Borrowers must be either                         <ul style="list-style-type: none"> <li>U.S. Citizens or</li> <li>Lawful permanent or non-permanent residents of the United States – refer to section <a href="#">3.3 Non-U.S. Citizen Borrowers</a></li> </ul> </li> <li>All borrowers must 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.</li> <li>No more than 4 borrowers may be party to any transaction.</li> <li>First Time Home Buyers are eligible- Refer to section 3.4 First Time Homebuyers</li> </ul>
<b>3.3 Non-US Citizen Borrowers</b>	
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 that meet the following requirements: <ul style="list-style-type: none"> <li>Permanent Resident Aliens; provide evidence of lawful residency and must meet all the same standards as U.S. citizens.                         <ul style="list-style-type: none"> <li>A copy of the borrower’s identification is required to verify review of the acceptable documentation that evidences borrower is eligible to lawfully reside in the U.S.</li> <li>Valid Green card, evidence of continuous status for at least 12 months and 12-month remaining status.</li> <li>Borrower must be employed in U.S. for the last 24 months or have acceptable education documentation (e.g., college transcripts) combined with employment to total at least 24 months</li> </ul> </li> <li>Non-Permanent Resident Aliens must meet the following requirements                         <ul style="list-style-type: none"> <li>Must have an unexpired passport from their country of citizenship containing INS form I-94 which must be stamped Employment Authorized</li> </ul> </li> </ul>

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	<ul style="list-style-type: none"> <li>○ An Employment Authorization Card along with a copy of the Petition for Non-Immigrant Worker (form I-140) in file</li> <li>○ The borrower(s) must have a minimum of 5 years residency, with the likelihood of employment continuance for at least 3 years</li> <li>○ Owner Occupied only, Single Family, PUD, and Condo</li> <li>○ Only H1B and H2B Visas are accepted</li> <li>○ Visa must have a minimum remaining duration of 2 years with a letter of intent from the employer to renew</li> <li>○ Borrower must have a 5-year history in the same line of work</li> <li>○ Borrowers with diplomatic immunity or A1, A2, A3 Visas are ineligible</li> <li>○ Borrowers with Deferred Action for Childhood (DACA) approval are not eligible</li> <li>● Foreign Nationals are not eligible</li> </ul>
<b>3.4 First Time Homebuyers</b>	
First Time Homebuyers	A First Time Homebuyer (FTHB) is defined as a borrower who had no ownership interest (sole or joint) in a residential property during the three-year period prior to loan application. Only one borrower must meet the homeownership requirements to meet standard guidelines and not be considered a first-time homebuyer loan. The following requirements must be met for FTHB: <ul style="list-style-type: none"> <li>● First Time Homebuyers must have a 0x30x12 consecutive housing history within the past 3 years. Borrowers who lived rent free are considered on an exception basis only</li> <li>● Primary residence only</li> <li>● Maximum loan amount of \$1,500,000</li> </ul>
<b>3.5 Power of Attorney</b>	
Power of Attorney	The use of a Power of Attorney must be approved by NewRez’s Underwriting and Legal teams. A power of attorney is only permitted to be utilized for Purchase and Rate-Term Refinances. <b>A Power of Attorney is not eligible for a cash-out transaction.</b> Generally, a Power of Attorney may be used for closing in the following scenarios: <ul style="list-style-type: none"> <li>● <b>Incapacitated Borrower</b> - the borrower is incapacitated and therefore unable to sign documents due to disability, legal incapability, or he/she lacks the physical ability;                         <ul style="list-style-type: none"> <li>○ Incapacitated borrowers must occupy the property as their primary residence; the underwriter must validate occupancy and review for red flags within the loan file;</li> <li>○ 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.</li> </ul> </li> <li>● <b>Military Personnel</b> - the borrower is currently deployed or stationed overseas and is unable to sign documents or attend closing;</li> <li>● <b>Hardship Circumstance</b> - 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.                         <ul style="list-style-type: none"> <li>○ POA will not be permitted for borrowers that are on vacation</li> </ul> </li> <li>● <b>Government Contractor</b> – the borrower is employed by the government and currently working overseas                         <ul style="list-style-type: none"> <li>○ A letter from the borrower’s employer is required to verify overseas travel</li> </ul> </li> <li>● <b>Business Reasons</b>– permitted on Purchase and Rate/Term Refinance transactions when the co-borrower/spouse has Power of Attorney for the unavailable borrower</li> </ul> <p>There are 2 acceptable types of power of attorney. The following persons may sign security instruments on a borrower’s behalf:</p> <ul style="list-style-type: none"> <li>● <b>Specific</b> - 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;</li> </ul>

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	<ul style="list-style-type: none"> <li>• <b>General Military</b> - this type of POA is generally used in situations where a borrower or his/her spouse may be deployed or is on active duty.</li> </ul> <p>All loan files wishing to utilize a power of attorney must meet the following requirements:</p> <ul style="list-style-type: none"> <li>• POAs may only be used to execute the final loan documents                         <ul style="list-style-type: none"> <li>○ The Borrower who executed the POA signed the initial Form 1003</li> </ul> </li> <li>• A Letter of Explanation from the borrower advising why the loan is closing with a POA</li> <li>• Completed and Signed POA Form</li> <li>• The following persons are not permitted to sign as a Power of Attorney:                         <ul style="list-style-type: none"> <li>○ The lender</li> <li>○ Any affiliate of the lender;</li> <li>○ Any employee of the lender or any other affiliate of the lender;</li> <li>○ The loan originator;</li> <li>○ The employer of the loan originator;</li> <li>○ Any employee of the employer of the loan originator;</li> <li>○ The title insurance company providing the title insurance policy or any affiliate of such title insurance company (including, but not limited to, the title agency closing the loan), or any employee of either such title insurance company or any such affiliate; or</li> <li>○ Any real estate agent that has a financial interest in the transaction or any person affiliated with such real estate agent.</li> </ul> </li> </ul>
<b>3.6 Trusts</b>	
Trusts	<p>Living Trust / Inter Vivos Revocable Trust Only</p> <ul style="list-style-type: none"> <li>• All trust requests must be approved in writing by the NewRez Compliance Group with the following documentation;                         <ul style="list-style-type: none"> <li>○ Title Commitment                                 <ul style="list-style-type: none"> <li>▪ The title insurance policy may not list any exceptions with respect to the trustee(s) holding title to the security property or to the trust.</li> <li>▪ Title to the security property is vested solely in the trustee(s) of the inter vivos revocable trust, jointly in the trustee(s) of the inter vivos revocable trust and in the name(s) of the individual borrower(s), or in the trustee(s) of more than one inter- vivos revocable trust</li> </ul> </li> <li>○ Any Existing Trust Certification</li> <li>○ Entire Trust Agreement (The trust must be signed, notarized, and dated by all applicable parties)</li> <li>○ All Amendments to the Trust</li> <li>○ Death Certificates, if applicable</li> <li>○ Divorce Decrees, Marriage Certificates and Proof of name change, etc.</li> </ul> </li> <li>• Prior to submission, confirm the trust meets the following requirements:                         <ul style="list-style-type: none"> <li>○ The borrower or borrowers must be creator(s) of the trust. The creators of the trust are usually called the Grantor, Settlor or Trustor</li> <li>○ The borrower(s) must be the trustee(s) of the trust (or there must be an approved institutional trustee)</li> <li>○ The trust must be revocable</li> <li>○ The borrower(s) must be the primary beneficiaries of the trust</li> <li>○ The trustee(s) must have the authority to borrow money and pledge the trust property as security</li> <li>○ The trust must have been created during the lifetime of the borrower(s); it may not have been created by a will</li> </ul> </li> <li>• 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</li> <li>• In the event a trust certification is not available for a state, Form A must be utilized</li> </ul>

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	<ul style="list-style-type: none"> <li>• A Final Trust Certification, created by the NewRez Compliance Group, must be executed at closing</li> </ul> <p><u>California Exception</u></p> <ul style="list-style-type: none"> <li>• For Trust Properties in California a trust certification <u>completed by the borrower or the borrower’s attorney</u> is acceptable in lieu of the full trust documents. The title commitment is still required</li> <li>• Should any portion of the trust certificate be found inaccurate or in disagreement with the title report, <u>this exception cannot be applied</u>, and the complete trust documents must be provided</li> <li>• This exception to trust documentation is ONLY for properties located in California.</li> </ul> <p><u>The following types of trusts are ineligible:</u></p> <ul style="list-style-type: none"> <li>• Any Non-Inter-vivos Trust Estates</li> <li>• Blind trusts,</li> <li>• Life Estates, and</li> <li>• Land Trusts</li> </ul>
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**3.7 Non-Arm’s Length Transactions**

<p>Non-Arm’s Length Transactions</p>	<p>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. Such relationships with the Borrower may be (but are not limited to):</p> <ul style="list-style-type: none"> <li>• Family Members – (Permitted on Owner Occupied purchases only)</li> <li>• Mortgage loan officer</li> <li>• Originating lender (owner, employees or family members)</li> <li>• Real Estate Broker (including listing and selling agents)</li> <li>• Employer</li> <li>• Closing Agent</li> <li>• Appraiser</li> <li>• Builder/Developer</li> <li>• Trading properties with the Seller</li> <li>• Foreclosure bailouts</li> </ul> <ul style="list-style-type: none"> <li>• Non-arm’s length transactions are allowed for the purchase of existing property. For the purchase of newly constructed properties, if the borrower has a relationship or business affiliation (any ownership interest, or employment) with the builder, developer, or seller of the property, only primary residence is allowed. Mortgage loans on newly constructed homes secured by a second home or investment property where there is a non-arm’s length relationship are prohibited</li> <li>• When tenant is buying from landlord/seller, a Verification of Rent (VOR) from a third-party management company is acceptable. If there is no third-party management company, provide the most recent 12 months cancelled rent checks or 12 months bank statements.</li> <li>• Situations where the borrower has a dual role in the transaction, namely as borrower and as another party in the same transaction are prohibited. These include, but are not limited to, situations where the borrower is also:             <ul style="list-style-type: none"> <li>○ The builder</li> <li>○ The loan officer on the transaction</li> <li>○ The listing agent</li> <li>○ Both the listing and selling agent</li> <li>○ Exception: Borrower is allowed to be the selling agent in the transaction where borrower is the purchaser so long as borrower is not also the listing agent.</li> </ul> </li> </ul>
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3.8 Non-Occupant Co-Borrowers	
Non-Occupant Co-Borrowers	<ul style="list-style-type: none"> <li>• Non-occupant co-borrowers are credit applicants who do not occupy the subject property as a principal residence. Non-Occupant Co-Borrowers must meet the following requirements:                             <ul style="list-style-type: none"> <li>○ 5% reduction in maximum LTV.</li> <li>○ Do not occupy the subject property as a principal residence</li> <li>○ Must be an immediate relative, proof of relationship is required</li> <li>○ Must sign the mortgage or deed of trust</li> <li>○ Must not have an interest in the property sales transaction, such as the property seller, builder, or real estate broker</li> <li>○ One unit only</li> <li>○ Maximum DTI 45% based on all borrower's income</li> <li>○ Occupying borrower must be employed and contribute to qualifying income</li> <li>○ Cash Out &amp; Debt Consolidation loans not permitted</li> </ul> </li> </ul>
3.9 Ineligible Borrowers	
Ineligible Borrowers	<ul style="list-style-type: none"> <li>• Borrowers with diplomatic immunity or otherwise excluded from U.S. jurisdiction;</li> <li>• Borrowers who are citizens and not employed in the U.S.</li> <li>• Foreign Nationals</li> <li>• Land Trusts</li> <li>• Borrowers whose qualifying income is not likely to continue for at least 3 years (e.g., a bonus or an inheritance)</li> <li>• Properties vested in an LLC or Corporation (title must be taken as an individual)</li> <li>• Borrowers with any ownership in a business that is federally illegal, regardless if the income is not being considered for qualifying</li> </ul>
Section 4: Collateral	
4.1 Eligible Properties	
Eligible Properties	Eligible Property Types include: <ul style="list-style-type: none"> <li>• One-unit Attached/Detached SFRs</li> <li>• One-unit Attached/Detached PUDs</li> <li>• Low/Mid/High-Rise Condos and Site Condos (<a href="#">Refer to Section 4.2 Condos</a>)</li> <li>• 2-4 Unit Properties</li> </ul>
Mixed Use Properties	
Mixed Use Property	Mixed-Use properties that have a business use in addition to their residential use. (Examples: Business use in addition to residential use, such as property with space aside for law office, a beauty or barber shop, or a doctor's office) <ul style="list-style-type: none"> <li>• The property must be a one-unit dwelling that the borrower occupies as a principal residence</li> <li>• The borrower must be both the owner and the operator of the business</li> <li>• The property must be primarily residential in nature</li> <li>• The dwelling may not be modified in a manner that has an adverse impact on its marketability as a residential property</li> <li>• Square footage of commercial part of the property cannot exceed 25% of the total square footage</li> <li>• The Appraisal must indicate:                             <ul style="list-style-type: none"> <li>○ A detailed description of the mixed-use characteristics of the subject property</li> <li>○ That the mixed use of the property is a legal, permissible use of the property under the local zoning requirements</li> <li>○ Any adverse impact on marketability and market resistance to the commercial use of the property</li> </ul> </li> </ul>

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	<ul style="list-style-type: none"> <li>○ Market value of the property based on the residential characteristics, rather than of the business use or any special business-use modifications that were made.</li> </ul>
<b>Non-Conforming Additions/Granny or In-law Suites/Accessory Units</b>	
Non-Conforming Additions, Granny or In-law Suites, and Accessory Units	<p>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:</p> <ul style="list-style-type: none"> <li>● 1-unit property.</li> <li>● Subject property is typical, common and readily-acceptable in the subject property's market area.</li> <li>● Rental income from the accessory unit may not be used to help the Borrower qualify.</li> <li>● Existence of the unit must not jeopardize any future hazard insurance claim.</li> <li>● Subject property must conform to all zoning laws and/or regulations.</li> <li>● Legal non-conforming use may be acceptable provided the subject property's current use does not adversely affect its market value and marketability.</li> <li>● Accessory unit is substantially smaller than the primary unit.</li> </ul>
<b>Multiple Dwellings on One Lot</b>	
Multiple Dwellings on One Lot	<p>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.</p>
<b>Maximum Acreage</b>	
Maximum Acreage	<p>Properties are limited to 20 acres. Acreage and land value must be typical and common for the subject's market. The appraiser must indicate the total acreage as well as provide data which indicates that like-size properties with similar land values are typical and common in the subject area's market. It is not acceptable to have property appraised with only 20 acres in order to meet eligibility.</p>
<b>Properties with Oil/Gas Lease</b>	
Oil and Gas Lease	<p>Properties Subject to Existing Oil/Gas Leases must meet the following:</p> <ul style="list-style-type: none"> <li>● Title endorsement providing coverage to the lender against damage to existing improvements resulting from the exercise of the right to use the surface of the land which is subject to an oil and/or gas lease.</li> <li>● No active drilling. Appraisal photos, appraiser comment(s) or current survey should show no active drilling.</li> <li>● No lease recorded after the home construction date.                         <ul style="list-style-type: none"> <li>○ Re-recording of a lease after the home was constructed is permitted.</li> </ul> </li> <li>● Property must be connected to public water.</li> </ul>
<b>4.2 Condos</b>	
Condos	<p>All loans secured by condos must be reviewed by the NewRez Condo Review team prior to approval. All requests for condominium review should be emailed to <a href="mailto:projectreview@newrez.com">projectreview@newrez.com</a>.</p> <p><b>Warrantable Condos</b></p> <ul style="list-style-type: none"> <li>● Both FNMA Condo Project Manager (CPM) and FNMA Limited Review are allowed</li> <li>● Detached Condo units and 2-4-unit projects do not require project review. HOA cert is not required.                         <ul style="list-style-type: none"> <li>○ Property insurance per applicable agency guidelines is required</li> <li>○ 2-4 unit requires bylaws and declaration if property coverage is by the individual unit owner in lieu of a master HOA policy</li> </ul> </li> </ul>

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	<ul style="list-style-type: none"> <li>• If project is currently FNMA approved, a HOA Certification is still required.</li> <li>• New projects are not eligible for Limited Review</li> <li>• New or newly converted projects in Florida are eligible with a Full Review and must meet the following:                             <ul style="list-style-type: none"> <li>○ Maximum LTV/CLTV/HCLTV 60%</li> <li>○ Maximum NewRez exposure in any one project is limited to 20%</li> </ul> </li> </ul> <p><b>Non-Warrantable Condos</b></p> <ul style="list-style-type: none"> <li>• The FNMA investment property concentration limits (i.e., the percentage of non-owner occupied properties within a project) do not apply, and</li> <li>• Minimum 50% of units in project (or subject legal phase, considered with prior legal phases) must be sold or under contract. 50% requirement is cumulative and for each individual phase</li> <li>• Single Entity Ownership Exception:                             <ul style="list-style-type: none"> <li>○ Projects in which a single entity (the same individual, investor group, partnership, or corporation) owns up to and including 25% of the total number of units in the project are permitted</li> </ul> </li> </ul>
<b>4.3 PUD (Planned Urban Development)</b>	
PUDs	Planned Unit Developments (PUDs) must comply with the PUD project requirements of Fannie Mae per Section <a href="#">B4-2.3-01</a> of the selling guide.
<b>4.4 Attached SFR with No Homeowner’s Association</b>	
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 SFR Attached with No Homeowner’s Association.
<b>4.5 Agricultural Use</b>	
Agricultural Use	<ul style="list-style-type: none"> <li>• Properties with agricultural use not permitted.</li> <li>• <b>Properties zoned agricultural that meet the following requirements are permitted:</b> <ul style="list-style-type: none"> <li>○ <b>Property is residential in nature</b></li> <li>○ <b>Property does not have income producing attributes</b></li> <li>○ <b>Maximum 10 acres</b></li> </ul> </li> </ul>
<b>4.6 Rural Properties</b>	
Rural Properties	<p>A property indicated by the appraisal as rural, or containing any of the following characteristics, is usually considered a rural property:</p> <ul style="list-style-type: none"> <li>• Neighborhood is less than 25% built-up.</li> <li>• Area around the subject is zoned agricultural.</li> <li>• The photographs of the subject show a dirt road.</li> <li>• Comparable sales are more than five miles away from the subject.</li> <li>• Subject property is located in a community with a population of less than 25,000.</li> <li>• Distances to schools and/or amenities are greater than 25 miles.</li> <li>• Subject property and/or comparable sales have lot sizes greater than 10 acres.</li> <li>• Subject property and or comparable sales have outbuilding or large storage sheds.</li> </ul> <p>Rural properties must comply with the following criteria:</p> <ul style="list-style-type: none"> <li>• The lot size and acreage must be typical for the area and similar to the surrounding properties.</li> <li>• The subject property must be within reasonable commuting distance to a metropolitan area.</li> <li>• The subject property must be accessible by public roads and highways.</li> <li>• The present use must be the “highest and best use” for the subject property.</li> </ul>

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	<ul style="list-style-type: none"> <li>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.</li> <li>Property cannot be subject to any idle acreage tax benefit or other tax incentive program.</li> </ul>
<b>4.7 Leasehold Properties</b>	
Leasehold Properties	<p>Leasehold properties are permitted where this type of ownership is common and has received market acceptance. The mortgage must be secured by both the property as well as the leasehold interest in the land. The following requirements must be met:</p> <ul style="list-style-type: none"> <li>Leasehold condominiums are not permitted</li> <li>The term of the leasehold estate must run for at least five years beyond the maturity date of the loan</li> <li>The lease must provide that the leasehold can be assigned, transferred, mortgaged, and sublet an unlimited number of times either without restriction or on payment of a reasonable fee and delivery of reasonable documentation to the lessor. The lessor may not require a credit review or impose other qualifying criteria on any assignee, transferee, mortgagee, or sublessee.</li> <li>The lease must provide for the borrower to retain voting rights in any homeowners' association.</li> <li>The lease must provide that in addition to the obligation to pay lease rents, the borrower will pay taxes, insurance, and homeowners' association dues (if applicable), related to the land in addition to those he or she is paying on the improvements.</li> <li>The lease must be valid, in good standing, and in full force and effect in all respects.</li> <li>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.</li> <li>The lease must include provisions to protect the NewRez's or its assigns interests in the event of a property condemnation.</li> <li>The lease must provide NewRez or its assigns 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.</li> <li>All lease rents, other payments, or assessments that have become due must be paid.</li> <li>The borrower must not be in default under any other provision of the lease nor may such a default have been claimed by the lessor.</li> </ul>
<b>4.8 Ineligible Property Types</b>	
Ineligible Property Types	<ul style="list-style-type: none"> <li>Acreage greater than 20 acres (appraisal must include total acreage)</li> <li>Commercial Enterprises (e.g. Bed and Breakfast, Boarding House, Hotel)</li> <li>Condotels</li> <li>Co-ops</li> <li>Geodesic Domes, Berms, Earth homes</li> <li>Hobby Farms</li> <li>Income producing properties with acreage</li> <li>Leasehold condominiums</li> <li>Log homes</li> <li>Manufactured/Mobile, Modular, or Factory Built Homes</li> <li>Projects with insufficient Flood Insurance – Borrower supplemented is not permitted</li> <li>Properties appraised with a property condition of C5 or worse</li> <li>Properties held in a business name</li> <li>Properties located adjacent to or containing environmental hazards</li> <li>Properties Purchased Through Auctions</li> <li>Properties vested in an LLC or Corporation (title must be taken as an individual)</li> <li>Properties with less than 750 square feet of living area</li> <li>Timeshares</li> <li>Unimproved Land and property currently in litigation</li> </ul>

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	<ul style="list-style-type: none"> <li>• Unique properties</li> <li>• Working farms, ranches or orchards</li> <li>• Zoning violations including residential properties zoned commercial</li> </ul>						
<b>4.9 Appraisals</b>							
Appraisals	<ul style="list-style-type: none"> <li>• Appraisals must be ordered through a NewRez approved AMC                         <ul style="list-style-type: none"> <li>○ Appraisers listed on the NewRez Ineligible Appraiser List are not eligible to complete appraisals for loans done through NewRez.</li> </ul> </li> <li>• Investment properties must contain a comparable rent schedule <b>when rental income is used for qualifying</b></li> <li>• Collateral Desktop Analysis (CDA) with accompanying MLS sheets from Clear Capital is required to support the value of the appraisal.                         <ul style="list-style-type: none"> <li>○ If the CDA returns a value that is “Indeterminate” or lower than the appraised value and exceeds a 10% tolerance, then one of the following requirements must be met:                                 <ul style="list-style-type: none"> <li>▪ A field review   <ul style="list-style-type: none"> <li>• If the field review value is <math>\leq</math> 5% below the appraised value, the appraised value is acceptable for LTV calculations.</li> <li>• If the field review value is <math>&gt;</math> 5% below the appraised value, a second appraisal will be required.</li> </ul> </li> <li>▪ 2nd full appraisal may be provided in lieu of a field review. The lower of the two values will be used as the appraised value.</li> </ul> </li> </ul> </li> <li>• For properties purchased by the seller of the property within ninety (90) days of the fully executed purchase contract the following requirements apply:                         <ul style="list-style-type: none"> <li>○ Second full appraisal is required.</li> <li>○ Property seller on the purchase contract is the owner of record.</li> <li>○ Increases in value should be documented with commentary from the appraiser and recent paired sales.</li> <li>○ The above requirements do not apply if the property seller is a bank that received the property as a result of foreclosure or deed-in lieu.</li> </ul> </li> <li>• When two appraisals are required the following is required:                         <ul style="list-style-type: none"> <li>○ Appraisals must be completed by two independent companies.</li> <li>○ The LTV will be determined by the lower of the two appraised values as long as the lower appraised appraisal supports the value conclusion.</li> <li>○ Any inconsistencies between the two appraisal reports must be addressed and reconciled.</li> <li>○ If the two (2) appraisals are done “subject to” and 1004Ds are required, it is allowable to provide one (1) 1004D. If only one (1) 1004D is provided, it should be for the appraisal that the value of the transaction is being based upon</li> <li>○ A CDA is not required</li> </ul> </li> </ul> <table border="1" data-bbox="544 1470 1295 1575" style="margin: 10px auto; border-collapse: collapse;"> <thead> <tr style="background-color: #92d050;"> <th colspan="2" style="text-align: center;">Number of Appraisals Required</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Loan Amount <math>\leq</math> \$1,500,000</td> <td style="text-align: center;">1 Full Appraisal</td> </tr> <tr> <td style="text-align: center;">Loan Amount <math>&gt;</math> \$1,500,000</td> <td style="text-align: center;">2 Full Appraisals</td> </tr> </tbody> </table> <p><b>Additional Requirements:</b></p> <ul style="list-style-type: none"> <li>• Transferred appraisals accepted with the following:                         <ul style="list-style-type: none"> <li>○ NewRez will submit appraisal through Collateral Underwriter                                 <ul style="list-style-type: none"> <li>▪ Appraisal must receive score of 3.5 or less with no overvaluation</li> </ul> </li> <li>○ Appraisal is subject to Collateral Desktop Analysis process as noted above</li> </ul> </li> <li>• The re-use of an appraisal is not permitted</li> <li>• Recertification of value is not permitted. If appraisal is over 120 days old, a new full appraisal is required.</li> </ul>	Number of Appraisals Required		Loan Amount $\leq$ \$1,500,000	1 Full Appraisal	Loan Amount $>$ \$1,500,000	2 Full Appraisals
Number of Appraisals Required							
Loan Amount $\leq$ \$1,500,000	1 Full Appraisal						
Loan Amount $>$ \$1,500,000	2 Full Appraisals						

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	<ul style="list-style-type: none"> <li>If an appraisal notes a Declining Market as outlined in <a href="#">Section 4.10</a> require a second full appraisal is required when one appraisal is otherwise acceptable</li> </ul>
<b>4.10 Declining/Soft Markets</b>	
Declining/Soft Markets	<p>If any appraisal associated with the subject property is defined by the appraiser as declining, a 5% reduction to the maximum LTV is required.</p> <p>A market will be deemed “declining” if:</p> <ul style="list-style-type: none"> <li>Appraiser indicates in Neighborhood Section that market is declining</li> <li>Appraiser indicates anywhere in comments that market is declining</li> <li>Any Appraisal Review indicates that the market is declining</li> </ul>
<b>4.11 Property Flips/Rapid Appreciation</b>	
Property Flips/Rapid Appreciation	<ul style="list-style-type: none"> <li>Purchases:                             <ul style="list-style-type: none"> <li>Appreciation greater than 10% in the past 90 days requires 2 full appraisals regardless of loan amount; the pay-off of seller financing is not permitted. The cost of the second appraisal must be paid for by the lender.</li> <li>Appreciation greater than 20% in the past 91-180 days requires 2 full appraisals regardless of loan amount; the pay-off of seller financing is not permitted. The cost of the second appraisal must be paid for by the lender.</li> </ul> </li> </ul> <p>The 90-180 time period is determined by subtracting the date the seller became the legal owner of the property from the date the purchaser signed the purchase contract. If the seller and purchaser signed the purchase agreement on two separate days, the latter of the two dates is to be used.</p> <ul style="list-style-type: none"> <li>No Cash-Out Refinance: Appreciation greater than 20% in the past 90 days requires 2 full appraisals regardless of loan amount; the pay-off of seller financing is not permitted.</li> <li>Cash-out Refinances: Appreciation greater than 20% in the past 12 months requires 2 full appraisals regardless of loan amount</li> </ul> <p>When two appraisals are required regardless of the transaction type the lesser of the two values will be used for qualification purposes.</p> <p>There can be no pattern of previous flipping as evidenced by multiple transfers in the last 12 months, unless the property seller is a GSE, bank, or licensed mortgage company, then no seasoning is required.</p>
<b>4.12 Properties Previously Listed for Sale</b>	
Properties Previously Listed for Sale	<ul style="list-style-type: none"> <li>Primary Residence                             <ul style="list-style-type: none"> <li>The listing must have been expired or withdrawn prior to application</li> <li>The borrower must confirm in writing that they intend to occupy the subject as a primary residence and the reason for listing</li> </ul> </li> <li>Second Homes and Investment Properties                             <ul style="list-style-type: none"> <li>A minimum of 6 months prior to the application date</li> </ul> </li> </ul>
<b>4.13 Disaster Areas</b>	
Disaster Areas	<p>Refer to the list of affected counties published by FEMA at the following link: <a href="https://www.fema.gov/disasters">https://www.fema.gov/disasters</a>.</p> <p><b>Refer to the NewRez <a href="#">FEMA Declared Disaster Policies and Procedures</a> for applicable requirements.</b></p> <p>For loans secured by properties appraised after the Federal/State declaration, the following post-disaster guidelines apply:</p> <ol style="list-style-type: none"> <li>Appraiser must note any damage and its effect on marketability and value.</li> <li>Electronic evaluations are not acceptable.</li> </ol>

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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 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	<p>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:</p> <ul style="list-style-type: none"> <li>• The heat source is typical for the area</li> <li>• The heat source is permanently attached</li> <li>• The heat source is adequate for the dwelling</li> <li>• The heat source is externally vented</li> </ul>
4.18 Sewage Disposal System	
Sewage Disposal System	<p>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:</p> <ul style="list-style-type: none"> <li>• 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</li> <li>• 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.</li> </ul> <p>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.</p>
4.19 Water Supply	
Water Supply	<p>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:</p> <ul style="list-style-type: none"> <li>• The water supply system is in proper working order and pumping an adequate supply of water for the subject property; and</li> <li>• 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).</li> <li>• The water certification(s) for existing properties may be no more than 120 days old on the date of loan closing.</li> <li>• A property supplied by water that is hauled in is an unacceptable water source and renders the property ineligible</li> </ul>

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4.20 Hazardous Conditions	
Hazardous Conditions	When the appraiser has knowledge of any hazardous condition (whether it exists in or on the subject property or on any site within the vicinity of the property) - such as the presence of hazardous wastes, toxic substances, asbestos-containing materials, urea-formaldehyde insulation, radon gas, etc. – it must be noted on the appraisal report and any influence that the hazard has on the property's value and marketability (if it is measurable through an analysis of comparable market data as of the effective date of the appraisal) must be commented on. Appropriate adjustments in the overall analysis of the property's value must be made.
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.
4.23 Private Roads	
Private Roads (Community-Owned or Privately Maintained Streets)	<p>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:</p> <ul style="list-style-type: none"> <li>• responsibility for payment of repairs, including each party's representative share;</li> <li>• default remedies in the event a party to the agreement or covenant fails to comply with his or her obligations; and</li> <li>• The effective term of the agreement or covenant, which in most cases should be perpetual and binding on any future owners.</li> </ul> <p><b>Note:</b> 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.</p>
4.24 Geographic Restrictions	
Geographic Restrictions	<ul style="list-style-type: none"> <li>• At this time, NewRez cannot finance or purchase loans secured by properties located in Alaska and Hawaii.</li> <li>• <b>ARM loans to first time homebuyers are not permitted in Massachusetts</b></li> </ul>
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. Self-employed borrowers must have a two year history of self-employment with the same business being utilized for qualification.
Gaps in Employment	
Gaps in Employment	Wage Earners: The Borrower must explain, in writing, any gaps in employment that span one or more months.
Recent Graduates and Military Personnel	
Recent Graduates and Military Personnel	Wage Earners: 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	Wage Earners: 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

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	changes 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.
<b>Borrowers who are Re-entering the Workforce</b>	
Borrowers who are re-entering the workforce	Wage Earners: 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.
<b>5.2 Verification of Employment</b>	
Verification of Employment	<p>VOEs are required for all loans. VOEs must meet the following criteria:</p> <p><b>Wage Earner Verification</b> 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 verbal, 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.</p> <p>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.</p> <p>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.</p> <p><b>Self Employed Borrower Verification</b> 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:</p> <ul style="list-style-type: none"> <li>• A third party, such as a CPA, regulatory agency, or the applicable licensing bureau, AND</li> <li>• By verifying a phone listing and address for the borrower's business using a telephone book, the internet, or directory assistance.</li> </ul> <p>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.</p> <p><b>Written Verifications of Employment</b> 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:</p> <ul style="list-style-type: none"> <li>• Borrower's name</li> <li>• Position</li> <li>• Dates of employment</li> <li>• Base salary</li> </ul>

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	<ul style="list-style-type: none"> <li>• YTD Earnings</li> <li>• A WVOE cannot be used in lieu of paystubs and W-2s</li> </ul>
<b>5.3 Income</b>	
Income	<p>All income documentation must be dated within 90 days of the date the Note is signed. Full Income Documentation is required, which includes:</p> <p>Wage Earners:</p> <ul style="list-style-type: none"> <li>• Paystubs and W-2s</li> <li>• A 4506-T, signed at application and closing, is required for all transactions.</li> <li>• A Verbal Verification of Employment is required for all borrowers (<a href="#">See Section 5.2</a>)</li> </ul> <p><b>Paystubs and W-2s</b></p> <p>When the pay stubs and W-2s are provided for wage earner income and employment verification, the documentation must meet the following criteria:</p> <ul style="list-style-type: none"> <li>• Paystub(s) must                         <ul style="list-style-type: none"> <li>○ show the most recent 30 days YTD earnings;</li> <li>○ must be typed or computer generated and verify:                                 <ul style="list-style-type: none"> <li>▪ Borrower’s full name and address</li> <li>▪ Borrower’s Social Security number</li> <li>▪ Employer’s name and address</li> <li>▪ Year to date earnings and Borrower’s rate of pay</li> </ul> </li> <li>○ Must include sufficient information to appropriately calculate income; otherwise, additional documentation must be obtained.</li> <li>○ Whether or not pay stubs reflect garnishments (child support, IRS, etc.)</li> <li>○ if there are any loan deductions</li> </ul> </li> <li>• Two years’ W-2s must be typed or computer generated</li> </ul> <p><b>Tax Returns</b></p> <p>Tax returns are not required. Borrowers who provide tax returns are not eligible for the SmartSelf product. Exceptions may be considered and will be reviewed through the exception process.</p> <p><b>4506-T</b></p> <p>A signed and dated 4506T for W2s is required for non-self-employed borrowers both prior to closing and at closing. A 4506T is not required for self-employed borrowers.</p>
<b>5.4 Self-Employed Borrowers</b>	
Self-Employed Borrowers	<p>A borrower with a 25% or greater ownership interest in a business is considered self-employed. Self-Employed Borrowers are permitted with a minimum 2-year history with the business being utilized for income qualification;</p> <p>Documentation Requirements:</p> <ul style="list-style-type: none"> <li>• <b>1099 Contractors</b> are eligible provided a CPA with knowledge of the borrower’s tax filing status confirms the borrower has filed either Schedule C or Schedule E for their contract employment for the past 2 years. A Borrower Affirmation document must be signed at closing confirming the income and loan terms on the final 1003.</li> <li>• <b>Service and Tip Industry:</b> Due to the cash nature of the service and tip industry, those borrowers may participate in the bank statement program. Full documentation is required for employment. Base salary is verified with pay stubs and W-2s.                         <ul style="list-style-type: none"> <li>○ Qualified tips are averaged over time. Utilize the bank statement analysis to determine tip income.</li> <li>○ At least two corporate reference letters are required. Previous 12 months bank statement deposits will be utilized to calculate income. No P&amp;L is required.</li> </ul> </li> </ul>

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	<ul style="list-style-type: none"> <li>○ A Borrower Affirmation document must be signed at closing confirming the income and loan terms on the final 1003.</li> <li>● <b>All other Self-Employed</b></li> <li>● Evidence 2 years continuous self-employment with a business license, statement from corporate accountant/CPA, or other regulatory agency. Documentation must verify ownership of the business.             <ul style="list-style-type: none"> <li>○ Business license must be re-verified</li> <li>○ Borrowers whose self-employment cannot be independently verified are not eligible</li> </ul> </li> <li>● A Borrower Affirmation document must be signed at or prior to closing confirming the income and loan terms on the final 1003.</li> </ul> <p><b>General Requirements (Personal and Business Statements):</b></p> <ul style="list-style-type: none"> <li>● Unacceptable Deposits/Excluded Deposits – not limited to the following:             <ul style="list-style-type: none"> <li>○ Cash advances from credit cards</li> <li>○ Income sources already taken into account</li> <li>○ Non-business related account transfers</li> <li>○ Tax refunds</li> <li>○ Product returns/credits</li> <li>○ Gift funds</li> <li>○ Credit line deposits/business financing</li> </ul> </li> <li>● Non-Sufficient Funds are instances where payment of a check cannot be made due to insufficient funds in the account the check is being paid from. The following requirements pertain to NSF's:             <ul style="list-style-type: none"> <li>○ No more than 4 NSF's in any 12-month period</li> <li>○ An explanation for the NSF's should be provided</li> <li>○ Overdrafts and NSF's are treated different: Overdrafts are covered with borrower's own funds (e.g., savings accounts, "sweep" accounts) versus use of a line of credit or credit card accounts to cover NSF's. In order to use this treatment there cannot be a fee associated with curing an overdraft.</li> </ul> </li> <li>● Decreasing income trends must be explained; additional documentation may be required. Low ending balances must be explained; additional documentation may be required. Net deposits must not reflect any other income sources already taken into consideration (i.e. deduct SS payments, W-2 wage earnings, etc., that have already been used for income calculation).</li> <li>● Income disclosed on the initial signed application should be reviewed for consistency with the income calculated from the bank statements. Large deviations should be evaluated and may require a written explanation from the borrower regarding their business and the income they earn and/or additional documentation to further support the calculated income.</li> </ul> <p><b>Personal Statements:</b></p> <ul style="list-style-type: none"> <li>● If the borrower maintains separate bank accounts for personal and business, and chooses to only use personal bank statements for qualifying:             <ul style="list-style-type: none"> <li>○ The borrower is to provide the most recent twelve (12) or twenty-four (24) months consecutive personal bank statements; and</li> <li>○ Three (3) months business bank statements (to support the borrower does maintain separate accounts). If business bank statements cannot be provided to evidence a separate business account, then the personal statements must follow the requirements of business bank statements</li> <li>○ If a borrower chooses to provide twelve (12) months of statements and the income analysis demonstrates a pattern of large fluctuations or inconsistencies in deposits, then twenty-four (24) months of statements may be required</li> </ul> </li> </ul>
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	<ul style="list-style-type: none"> <li>○ P&amp;L is not required, however, when a P&amp;L is provided, monthly income will be determined from the P&amp;L and verified by the bank statements.</li> <li>○ Deposits will be added up and averaged over either 12 or 24 months as determined by the number of months of bank statements utilized to support monthly income.</li> <li>○ Large or irregular deposits that are inconsistent must be backed out of the average.</li> <li>○ Beginning and ending balances will be evaluated and must support the overall transaction requested. Low beginning and/or ending balances may require additional documentation up to and including 1040s, 1065s, 1120s, etc.</li> <li>○ <b>Bank statements reflecting other individuals who are not applicants on the loan are not eligible.</b></li> </ul> <p><b>Business Bank Statement:</b></p> <ul style="list-style-type: none"> <li>● If the borrower maintains separate bank accounts for personal and business or a borrower utilizes the same account for both personal and business purposes “combined”, and chooses to only use business bank or “combined” statements for qualifying:             <ul style="list-style-type: none"> <li>○ The borrower is to provide the most recent twelve (12) or twenty-four (24) months consecutive business bank statements.</li> <li>○ Deposits will be added up over the 12 or 24 months of statements provided to determine a gross deposit number                     <ul style="list-style-type: none"> <li>▪ Gross deposits will be multiplied by a 50% expense factor to determine a net deposit number that is then divided by 12 or 24 months as determined by the number of months of bank statements utilized to support monthly income.</li> <li>▪ If a borrower’s business expense factor is higher or lower than 50% the following may be used to determine a monthly income:                             <ul style="list-style-type: none"> <li>● CPA or tax preparer produced Profit and Loss statement signed by the CPA or tax preparer and acknowledgement of their review of the borrower’s business records to support the P&amp;L. Such statement shall not include unacceptable disclaimer/exculpatory language; or</li> <li>● A CPA or tax preparer produced written statement specifying the actual expense ratio of the business and acknowledgement the expense ratio is based on their review of the most recent year’s financials. Such statement shall not include unacceptable disclaimer/ exculpatory language</li> <li>● The expense factor per the P&amp;L or CPA or tax preparer produced statement must be reasonable.                                     <ul style="list-style-type: none"> <li>○ If a CPA or tax preparer produced statement is provided, apply the stated expense factor to gross deposits to calculate the qualifying income.</li> <li>○ If a CPA or tax preparer produced P&amp;L is provided, apply the stated expense factor to gross deposits to calculate the qualifying income. The annual deposits on the bank statements must be at least 75% of the gross receipts per the P&amp;L. (Ex: If P&amp;L indicates gross receipts of \$200,000 the gross deposits must be \$150,000 or more)</li> </ul> </li> </ul> </li> </ul> </li> <li>○ Beginning and ending balances will be evaluated and must support the overall transaction requested. Low beginning and/or ending balances may require additional documentation up to and including 1040s, 1065s, 1120s, etc.</li> </ul> </li> </ul>
<b>5.5 Income Trends</b>	
Income Trends	Decreasing income trends must be explained; additional documentation may be required. Low ending balances must be explained; additional documentation may be required.
<b>5.6 Residual Income (Disposable Income)</b>	
Residual Income	For loans with DTI > 43% residual income requirements must be met. Residual income equals Gross Qualifying Income less Monthly Debt (as included in the debt-to-income ratio).

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		Residual Income					
		Family Size	1	2	3	4	5
		Required Amount	\$1,000	\$1,680	\$2,025	\$2,280	\$2,365
		Over 5 Family Members	Add \$150 for each additional member up to a family of seven				
<b>5.7 Eligible Income Sources</b>							
<b>Annuity and Pension Income</b>							
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 three years. Acceptable documentation includes: <ul style="list-style-type: none"> <li>• Most recent award letter; or</li> <li>• Most recent 2 years 1099; and</li> <li>• copy of the bank statement showing current receipt</li> </ul> Refer to Nontaxable Income for allowances and requirements for grossing up income						
<b>Asset Based Income (Asset Amortization)</b>							
Asset Based Income	Asset amortization is a calculation used to generate a monthly income stream from a borrower's personal assets. It can be combined with other income sources. There is no age restriction. The following requirements must be met: <ul style="list-style-type: none"> <li>• Available for Primary Residence and Second Homes Only</li> <li>• Borrower and Co-Borrower must be individual or co-owners of all asset accounts with no other account holders listed on the documentation</li> <li>• 100% of eligible assets must be verified and will be amortized over <b>240 months</b></li> <li>• All assets must be in a U.S. financial institution—No Foreign Assets</li> <li>• The sum of eligible assets as defined are net of any discounts and minus any funds used for closing and/or minimum reserves required for the program.</li> <li>• Other reported earnings from Capital Gains or Interest/Dividend may not be used if Asset based income is utilized</li> </ul> <p><b>Eligible Assets</b> (must be readily available to borrower(s) with no penalties or limitations)</p> <ul style="list-style-type: none"> <li>• Bank Deposits – Checking, Saving, Money Market accounts = 100%</li> <li>• Investment Account: May be comprised of publicly traded stocks, bonds and/or mutual funds = 90% (stock options not allowed)</li> <li>• Retirement Accounts                             <ul style="list-style-type: none"> <li>○ 401(K) plans or IRA, SEP or KEOUGH accounts = 80%                                     <ul style="list-style-type: none"> <li>▪ IRA borrower must be at least 59 1/2</li> </ul> </li> <li>○ Eligible only if distributions have not been set up</li> </ul> </li> <li>• Any outstanding loan or margin accounts should be backed out of the investment accounts balance.</li> <li>• No privately held stock or non-regulated financial companies</li> </ul> <p><b>Ineligible Assets</b></p> <ul style="list-style-type: none"> <li>• Business funds including personal accounts used for self-employed income calculation</li> <li>• Non-liquid assets (automobiles, artwork, etc.)</li> <li>• Any life insurance</li> <li>• Any type of UTMA or custodial account for minors</li> <li>• Bitcoin or other digital currency</li> </ul> <p><b>Asset Amortization Calculation</b></p> Down payment, closing costs and any necessary adjustments as outlined above must be subtracted from eligible asset sources to determine net available assets. Net available assets are divided by the term of the subject mortgage to calculate a qualifying asset-based income.						

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	<ul style="list-style-type: none"> <li>Savings Account Balance \$200,000 (\$200,000 Usable toward calculation)</li> <li>Stock Fund Balance \$100,000 (\$90,000 Usable toward calculation)</li> <li>Mutual Fund Balance \$20,000 (\$18,000 Usable toward calculation)</li> <li>Down Payment and Closing Costs = \$50,000</li> <li>Net eligible assets = \$308,000 – \$50,000 = \$258,000</li> <li>Term of mortgage = 360 months</li> <li><b>Asset Amortization Calculation = \$258,000/360 = \$716.66 monthly income</b></li> </ul>
<b>Boarder Income</b>	
Boarder Income	<p>Income from boarders is not acceptable qualifying income with the exception of the following:</p> <ul style="list-style-type: none"> <li>When a borrower with disabilities receives rental income from a live-in personal assistant, whether or not that individual is a relative of the borrower, the rental payments can be considered as acceptable stable income in an amount up to 30% of the total gross income used to qualify the borrower. Personal assistants typically are paid by Medicaid Waiver funds and include room and board, from which rental payments are made to the borrower.</li> <li>Primary residence only</li> </ul>
<b>Borrowers Regularly Scheduled for &lt;40 Hours</b>	
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.
<b>Bonus and Overtime Income</b>	
Bonus, Incentive, and Overtime Income	<p>Bonus 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 and/or bonus 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.</p> <p>To establish bonus and overtime earnings, written verification from the employer must define the dollar amount paid to the Borrower during the past 24 months.</p> <p>Borrowers beginning employment with a new employer must have received bonus or overtime income from the new employer in order to utilize for qualifying unless such bonus or overtime 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.</p>
<b>Capital Gains</b>	
Capital Gains	Capital gains income is not permitted
<b>Child Support, Alimony or Maintenance Income</b>	
Child Support, Alimony or Maintenance Income	<p>Child support, alimony or maintenance payments may be used as income if the file substantiates the receipt of funds on an ongoing basis. The following is required:</p> <ul style="list-style-type: none"> <li>Copies of the final divorce decree, legal separation agreement, court order or voluntary payment agreement</li> <li>Copies of court records, bank statements or canceled checks showing receipt of payments for a minimum of twelve months</li> <li>Payments must reasonably be expected to continue for three years based upon all factors, including without limitation                         <ul style="list-style-type: none"> <li>the terms of the divorce decree or separation agreement</li> <li>the age of the children and any stipulations for continuance in the divorce decree, separation agreement or court order for child support</li> </ul> </li> </ul>
<b>Commission</b>	
Commission	A commissioned consumer is one who receives more than 25 percent 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.

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	<p>NOTE: Commission income that has been earned for less than one year cannot be used as qualifying income. 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.</p> <p>Commission income must be documented as follows:</p> <ul style="list-style-type: none"> <li>○ most recent paystub and a fully completed Written Verification of Employment or</li> <li>○ most recent paystub and the last 2-year end paystubs</li> </ul> <ul style="list-style-type: none"> <li>● Borrowers who earn commission with a new employer must have received commission income from the new employer for a minimum of twelve months 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.</li> </ul>
<b>Disability Income</b>	
Disability Income	<p>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:</p> <ul style="list-style-type: none"> <li>● A copy of the award letter                         <ul style="list-style-type: none"> <li>○ The award letter must indicate the benefit amount, length of time that the benefits are received and the conditions for receipt of benefits.</li> </ul> </li> <li>● Two years W-2s or 1099s and</li> <li>● Current evidence of receipt (current pay stub or evidence of direct deposit into the Borrower's bank account).</li> </ul>
<b>Dividend/Interest Income</b>	
Dividend/Interest Income	<p>Interest and Dividend income may be used as long as account statements support a two-year receipt history and the borrower(s) have a diversified portfolio. 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:</p> <ul style="list-style-type: none"> <li>● 1099s for the previous two years</li> <li>● Most recent account statement that shows year to date earnings in line with previous years. Dividends in particular may be paid out quarterly/semi-annually/or annually so if they are not in line, additional review or documentation may be needed to quantify.</li> <li>● The income cannot be from a privately held company</li> <li>● Sufficient assets remain after closing to continue to generate an acceptable level of earnings in view of the totality of the circumstances.</li> </ul> <p>To include interest or dividend income from cash or marketable securities in qualifying income, follow these guidelines:</p> <ul style="list-style-type: none"> <li>● Subtract any funds required for closing on the subject transaction prior to the calculation of interest or dividend income.</li> <li>● 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</li> </ul> <p>Interest and Dividend income may not be utilized when Asset Based Income (Asset Amortization) is being used as qualifying income</p>
<b>Employment Offers</b>	
Employment Offers	<p>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.</p> <p>When analyzing employment offers of future employment, the consumer's past employment</p>

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	<p>history, qualifications for the position, as well as previous training and education must be taken into consideration. Borrowers scheduled to begin employment after the loan closes is permissible provided the following requirements are met:</p> <ul style="list-style-type: none"> <li>• A copy of the borrower’s offer or contract for future employment must be provided and                             <ul style="list-style-type: none"> <li>○ clearly identify the employer and the borrower</li> <li>○ be signed by the employer, and be accepted and signed by the borrower;</li> <li>○ clearly identify the terms of employment, including position, type and rate of pay, and start date;</li> <li>○ be non-contingent, guaranteed and non-revocable;</li> <li>○ the borrower must start the new employment within 60 days of the note date; and</li> <li>○ The borrower must have sufficient reserves to cover their housing payment and all other monthly obligations for the period prior to starting the new job in addition to all other applicable reserve requirements outlined in this product profile</li> </ul> </li> </ul>
<b>Employment by a Relative/Family Business</b>	
Employment by a Relative/Family Business	<p>Income for a Borrower who is employed by a relative is permitted and must be documented with the following:</p> <ul style="list-style-type: none"> <li>• Copy of current YTD pay stub</li> <li>• Most recent 2 years W-2s</li> <li>• Proof must be provided that the borrower is not an owner of the business                             <ul style="list-style-type: none"> <li>○ a letter from the CPA or Legal Counsel confirming ownership amount</li> <li>○ In any instance where the Borrower owns more than 25% of the company, full self-employed documentation must be provided.</li> </ul> </li> </ul>
<b>Foreign Income</b>	
Foreign Income	Foreign income is not permitted
<b>Foster Care Income</b>	
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.
<b>Installment Sales and Land Contracts</b>	
Installment Sales and Land Contracts	Not permissible
<b>Military Income</b>	
Military Income	<p>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.</p> <p>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:</p> <ul style="list-style-type: none"> <li>• Documentation that the service member has re-enlisted or extended his/her period of active duty beyond 12 months of the projected closing date.</li> <li>• Verification of civilian employment following release from active duty.</li> </ul>
<b>Mortgage Differential Income</b>	
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

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	continue for at least three years from the date of the loan application. 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.
<b>Note Receivable Income</b>	
Note Receivable Income	<p>In order to include notes receivable income to qualify a consumer, the following must be documented:</p> <ul style="list-style-type: none"> <li>• A copy of the note to establish the amount and length of payment                             <ul style="list-style-type: none"> <li>○ If the borrower is not the original payee on the note, the creditor must establish that the borrower is able to enforce the note.</li> </ul> </li> <li>• 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</li> <li>• The note must indicate that the income will continue for at least three years</li> </ul>
<b>Non-Taxable Income</b>	
Non-Taxable Income	Non-taxable income is not permitted to be grossed up
<b>Part-Time/Second Job</b>	
Part-Time/Second Job Income	<p>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.</p> <ul style="list-style-type: none"> <li>• Copy of current YTD paystub</li> <li>• Two years W-2s</li> </ul>
<b>Relocating Life Partners (RLP)/Trailing Co-Borrowers</b>	
Relocating Life Partners/Trailing Co-Borrowers	Not permitted
<b>Rental Income</b>	
Rental Income	<p>Rent received from properties owned free and clear by the borrower are acceptable so long as the stability of rental income can be verified through a current lease/agreement to lease, over the previous 24 months that is free of unexplained gaps greater than three months (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.</p> <p>The rent for a multiple unit property where the borrower will reside/resides in one or more units and charges rent to tenants of other units may be used for qualifying purposes. The full Housing Expense (PITIA) of the subject property is treated as debt. Usable Rental Income is treated as income. Rental Income is not to be treated as a direct off-set of the mortgage payment.</p> <p>75% of rental income as determined by a current lease less PITIA for the property being rented will be used to determine net rental income.</p> <ul style="list-style-type: none"> <li>• Airbnb or similar such rentals are not acceptable</li> <li>• An expired lease agreement that has verbiage that states the lease agreement becomes a month-to-month lease once the initial lease/rental term expires is allowed</li> </ul> <p><b>Rental Income from Departing Residence Converted to Rental:</b> If the borrower is converting their current primary residence to a rental property and using rental income to offset the payment the following requirements apply:</p> <ul style="list-style-type: none"> <li>• Borrower must have documented equity in departure residence of 25%.                             <ul style="list-style-type: none"> <li>○ Documented equity may be evidenced by an exterior or full appraisal dated within six (6) months of subject transaction, OR</li> <li>○ Documented equity may be evidenced by the original sales price and the current unpaid principal balance.</li> </ul> </li> </ul>

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	<ul style="list-style-type: none"> <li>• Copy of current lease agreement is required.                             <ul style="list-style-type: none"> <li>○ A vacancy/maintenance expense factor of 25% should be deducted from the rental income verified by the current lease agreement for determining qualifying income.</li> </ul> </li> <li>• Copy of security deposit and evidence of deposit to borrower's account is required.</li> </ul>
<b>Retirement Income (401K/IRA Distributions)</b>	
Retirement Income – 401K/IRA Distribution	<p>If Retirement Income is paid in the form of a distribution from a 401(k), IRA, or Keogh Retirement account, the following guidelines should be followed:</p> <ul style="list-style-type: none"> <li>• Provide most recent account statement for the asset being used for qualifying income to determine the three-year continuance of the income.</li> <li>• Borrower(s) must have un-restricted access to funds without any penalties</li> <li>• If the assets are in the form of stocks, bonds, or mutual funds, 70% of the value must be used to determine the number of distributions remaining.</li> </ul> <p>Document regular and continued receipt of the income as verified by:</p> <ul style="list-style-type: none"> <li>• Letters from organization providing the income (Distribution Schedule)</li> <li>• Most recent 2 years 1099s or</li> <li>• Proof of current receipt</li> </ul> <p>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.</p>
<b>Royalty Income</b>	
Royalty Income	<p>Royalty income 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 continued receipt of such income for at least three years. The following documentation is required:</p> <ul style="list-style-type: none"> <li>• Royalty contract or agreement confirming the amount, frequency and duration of the royalty income</li> <li>• 12 months of statements showing receipt of royalty income</li> </ul>
<b>Seasonal Income</b>	
Seasonal Income	<p>Seasonal income is considered uninterrupted and may be used to qualify the borrower. The following are required:</p> <ul style="list-style-type: none"> <li>• Borrower has worked the same job for the past two years</li> <li>• Expects to be rehired the next season as documented by a written VOE</li> <li>• Two years of W-2s</li> <li>• Income averaged over the past 2 years</li> </ul>
<b>Social Security Income</b>	
Social Security Income	<p>Social Security income must be verified by a Social Security Administration benefit verification letter.</p> <p>Social Security Disability Income, Child's Benefit, or other income paid by Social Security must be evidenced by:</p> <ul style="list-style-type: none"> <li>• A copy of the Social Security award letter, and</li> <li>• Benefits payable to/for dependents:                             <ul style="list-style-type: none"> <li>○ This income may be used for qualifying purposes only if it is expected to continue for a minimum of three (3) years.</li> </ul> </li> </ul>
<b>Stock Options</b>	
Stock Options	Stock options are not permitted as a source of qualifying income
<b>Trust Income</b>	
Trust Income	Income from trusts may be used if the trust is non-revocable and constant payments will continue for at least the first three years of the mortgage term as evidenced by trust income

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	<p>documentation. The following are required:</p> <ul style="list-style-type: none"> <li>• Copy of the trust agreement or the trustee’s statement must be obtained to confirm the amount, frequency, and duration of payments;</li> <li>• Trust income to continue for at least 3 years from date of the mortgage application; and</li> <li>• History of receiving the trust income must be documented for a minimum of 3 months.</li> </ul> <p>Lump-sum distributions from the trust made prior to loan closing can be used for down payment or closing costs if the withdrawal does not affect the qualifying amount of continuing distributions to the borrower. The funds must be verified by a copy of the check or the trustee’s letter that shows the distribution amount.</p>
<b>VA Survivors’ Benefits/Dependent Care</b>	
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.
<b>5.8 Unacceptable Sources of Income</b>	
Unacceptable Sources of Income	<ul style="list-style-type: none"> <li>• Unemployment Income</li> <li>• Stock Options</li> <li>• Gambling winnings (except lottery payments continuing for a minimum of 5 years)</li> <li>• Educational benefits (such as grants and scholarships)</li> <li>• Refunds of federal, state or local taxes</li> <li>• Any income that is not legal in accordance with all applicable federal, state and local laws, rules and regulations. Federal law restricts the following activities and therefore the income from these sources are not allowed for qualifying:                     <ul style="list-style-type: none"> <li>○ Foreign shell banks</li> <li>○ Medical marijuana dispensaries</li> <li>○ Any business or activity related to recreational marijuana use, growing, selling or supplying of marijuana, even if legally permitted under state or local law</li> <li>○ Businesses engaged in any type of internet gambling</li> </ul> </li> <li>• Expense account reimbursement</li> <li>• Mortgage Credit Certificates</li> <li>• Homeownership Subsidies</li> <li>• Income Received from Roommates</li> </ul>
<b>Section 6: Credit</b>	
<b>6.1 Credit</b>	
Credit	<p>A Tri-merge Credit Report is required for every Borrower who executes the Note. The Credit Report should generally 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.</p> <p>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.</p>
<b>Minimum Credit Standards</b>	
Minimum Credit Standards	<p>A valid and usable score is one that is generated based upon credit history and credit patterns that accurately reflect the Borrower’s history. All borrowers are required to meet the credit standards and it should be generated based upon at least the following:</p> <ul style="list-style-type: none"> <li>• Three (3) trade lines from traditional credit sources (such as a bank or other financial institution) that reported for 12 months or more prior to the date of loan application (may be opened or closed).                     <ul style="list-style-type: none"> <li>○ One trade line must have a minimum 24-month rating</li> <li>○ one trade line must have a minimum \$5,000 high credit limit.</li> <li>○ The seasoning and high credit limit may be met with the same trade-line</li> </ul> </li> </ul>

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	<ul style="list-style-type: none"> <li>• 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.</li> <li>• Disputed accounts are reviewed to determine current balance and payment history (30-day or more delinquency). The following will determine whether or not the derogatory trade-line must be resolved, and a new credit report run prior to loan submission (credit supplements are not permitted to document disputed accounts):             <ul style="list-style-type: none"> <li>○ Zero balance and no derogatory information – no action required</li> <li>○ Zero balance and derogatory information - remove and pull new credit report</li> <li>○ A positive balance and no derogatory information– remove and pull new credit report when the disputed account has been open or active in the past 12 months</li> <li>○ A positive balance and derogatory information– remove and pull new credit</li> <li>○ Disputed medical collections do not need to be removed</li> </ul> </li> <li>• To ensure validity, closely review the scores, the score codes and the Borrower’s credit history. Score codes must be consistent with trade line information. For example, if the score code identifies delinquent accounts, the Credit Report must also contain delinquent trade lines. Scores that do not appear to represent an accurate picture of the Borrower’s credit risk will not be considered usable.</li> <li>• Credit services such as rapid re-score, credit enhancement or similar services are not permitted either for purposes of increasing a score for qualification and/or pricing improvement</li> </ul>
<b>Determining the Borrower’s Score</b>	
Determining the Borrower’s Score	<ul style="list-style-type: none"> <li>• All borrowers must have the minimum credit score required to meet eligibility as per the eligibility matrix or other requirements outlined in this product profile. To determine the score for each Borrower on the loan:             <ul style="list-style-type: none"> <li>○ The middle score when three scores are obtained, or</li> <li>○ The lower score when two scores are obtained</li> <li>○ If only one score is obtained, that is the representative score for the borrower</li> </ul> </li> <li>• The representative score for the loan is the lowest representative score of the borrowers.</li> </ul>
<b>Payment Histories</b>	
Payment History	Typically, payment histories may be requested and reviewed when the Credit Report indicates that delinquencies have been removed or when the majority of credit is from a non-institutional lender.
<b>6.2 Housing History</b>	
Housing History (Mortgage History or Rent History)	<p>A maximum 1x30x12 housing history for the most recent 12 months is required; all mortgages and rental histories showing on the credit report or documented by a written verification considered in the maximum 1X30X12 requirement. First time homebuyers must have a 0X30X12 housing history.</p> <p>Borrowers who own their property free and clear must be current on all property-related taxes and provide evidence of insurance, and association due payments to document the total monthly obligation that is required to be included in the DTI;</p> <p>Borrowers who do not own their homes free and clear, have owned their current home for less than 12 months AND have no prior homeownership can use a combination of rental history and mortgage history to meet the housing history requirements.</p>

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	<p>Housing histories through private parties must be verified with cancelled checks, referencing the company or individual who completes the verification. Checks must be dated prior to the next due date. Standalone VORs or VOMs from private parties are not permitted.</p> <p>Borrowers who are refinancing a previously modified mortgage must have a 0X30X12 mortgage/housing history. Refer to <a href="#">Previously Modified Mortgages</a> for additional details.</p>
<b>6.3 Derogatory Credit</b>	
Derogatory Credit	<p>The presence of significant derogatory credit events may increase the likelihood of a future default and may represent a higher level of default risk. Examples of significant derogatory credit events include bankruptcies, foreclosures, deeds-in-lieu of foreclosure, pre-foreclosure sales, short sales, and charge-offs of mortgage accounts.</p> <p>NewRez will evaluate the time that has elapsed since the date of the last derogatory information and confirm that the borrower has re-established an acceptable credit history. The waiting period commences on the completion, discharge, or dismissal date (as applicable) of the derogatory credit event and ends on the disbursement date of the new loan. Timeshare accounts are considered installment loans and are not subject to the waiting periods described below.</p> <p>Borrowers whose credit history may preclude them from qualifying for traditional mortgage financing are eligible for NewRez’s SmartSelf Program.</p> <ul style="list-style-type: none"> <li>• A written explanation from the borrower is required to explain the cause and significance of the derogatory information. Additional documentation to support the significant derogatory event’s cause or completion may be required. Examples of these instances include but are not limited to the following:                     <ul style="list-style-type: none"> <li>○ Isolated instances of breach in an otherwise acceptable credit pattern are characterized as a period of slow payments on their credit, such as 30 or 60-day delinquencies resulting from isolated circumstances.</li> <li>○ Extenuating circumstances are nonrecurring events that are beyond the borrower’s control that result in a sudden, significant, and prolonged reduction in income or a catastrophic increase in financial obligations. Bankruptcy, Short-sale, Deed in lieu, periods of significant payment delinquencies, Foreclosure or collections/judgements often arise as a result. Divorce, medical and job loss/layoff are some examples of extenuating circumstances.</li> <li>○ A strategic default is the decision by a borrower to stop making payments and default on a debt despite having the financial ability to make the payments. Strategic defaults are often triggered by a homeowner who owes more on their home than the property is worth. Strategic defaults will only be considered on an exception basis. Requests must be submitted through the applicable exception process and may require additional reductions in LTV, loan amounts or other eligibility requirements.</li> </ul> </li> </ul> <p>Select credit events that generate severe negative impact to 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 <a href="#">below</a>.</p> <p>Multiple credit events that are not a result of the same cause are not permitted (Ex: Borrower who filed bankruptcy on multiple occasions).</p>
Letter of Explanation	
Letter of Explanation	<p>A satisfactory written explanation signed by the Borrower(s) explaining the reason(s) for the credit event or other isolated lapse in their credit performance is required. The explanation must satisfactorily identify the reason(s) for the adverse credit and the timing of the event(s)</p>

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	must be consistent with other application information. Additional documentation supporting the Borrower's explanation(s) may be required.
<b>Re-Establishment of Credit</b>	
Re-Establishment of Credit	A Borrower with a significant derogatory credit event or other isolated lapse in their credit performance should evidence that he/she has re-established his/her credit history. Payment histories on accounts should reflect satisfactory payments following the credit event. Late payments on accounts following a credit event should be evaluated to determine a borrower's willingness to repay their obligations. Multiple delinquencies on accounts including collections, charge-offs, judgements or tax liens may require additional explanations, documentation or result in a borrower's ineligibility for the SmartSelf Program.
<b>Lawsuits/Pending Litigation</b>	
Lawsuits/Pending Litigation	<p>If the application, title, or credit documents reveal that the Borrower is presently involved in a lawsuit or pending litigation, the following is required:</p> <ul style="list-style-type: none"> <li>• A statement from the Borrower's attorney                             <ul style="list-style-type: none"> <li>○ The statement must explain the circumstances of the lawsuit or litigation and discuss the Borrower's liability and insurance coverage.</li> </ul> </li> <li>• A copy of the complaint and answer</li> <li>• The title company closing the loan must be informed of the lawsuit or litigation and provide affirmative coverage of NewRez's first lien position.</li> <li>• Owner Occupied, Purchase or Rate/Term refinance only</li> </ul>
<b>Delinquent Credit Belonging to an Ex-Spouse</b>	
Delinquent Credit Belonging to an Ex-Spouse	<p>Delinquent credit that belongs to an ex-spouse may be excluded from the credit evaluation of the Borrower in the following circumstances:</p> <ul style="list-style-type: none"> <li>• The file contains a copy of the divorce decree or separation agreement which shows that the derogatory accounts belong solely to the ex-spouse;</li> <li>• The late payments can be verified to have occurred after the date of the divorce or separation                             <ul style="list-style-type: none"> <li>○ Debts that were delinquent prior to the court ordered divorce or separation are required to be included in the borrower's debt to income ratio</li> </ul> </li> </ul>
<b>Judgments</b>	
Judgments	<ul style="list-style-type: none"> <li>• Judgments must be paid prior to or at closing. If judgment(s) are paid at closing, they must be reflected on the final closing disclosure and disbursed by the closing agent</li> </ul>
<b>Tax Liens/Payment Plans</b>	
Tax Liens/Payment Plans	<ul style="list-style-type: none"> <li>• Tax liens must be paid prior to or at closing. If tax lien(s) are paid at closing, they must be reflected on the final closing disclosure and disbursed by the closing agent</li> <li>• Open tax obligations subject to re-payment plans are permitted when:                             <ul style="list-style-type: none"> <li>○ The payment plan is a guaranteed installment agreement</li> <li>○ (6) Six consecutive months of payments on the payment plan have been made as of the application date</li> <li>○ Borrower(s) may not be under more than one re-payment plan</li> <li>○ Monthly payment under the plan terms must be included in the debt to income ratio</li> <li>○ There may not be an open lien or evidence of a lien filing for the amount under the payment plan</li> </ul> </li> <li>• If IRS or State Taxes are owed from a prior tax year(s) and are not a lien showing in credit or on title, they must be paid in full prior to or at closing unless they meet the above allowances for re-payment plans.</li> </ul>
<b>Collections and Charge-Offs</b>	
Collections and Charge-Offs	<ul style="list-style-type: none"> <li>• Collections and charge-offs meeting the following criteria must be paid in full prior to or at closing. If collection(s)/charge-offs are paid at closing, they must be reflected on the final closing disclosure and disbursed by the closing agent.                             <ul style="list-style-type: none"> <li>○ Collection/charge-off is &lt; 24 months at the time of application AND has a balance of \$500 or more OR multiple collections have a balance of \$2000 or more</li> </ul> </li> <li>• Medical collections/charge-offs are excluded regardless of amount</li> </ul>

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6.4 Derogatory Credit Seasoning (Waiting Periods)	
Bankruptcy, Short Sale or Deed in Lieu/Pre-Foreclosure or Notice of Default	
Bankruptcy, Short Sale or Deed in Lieu/Pre-Foreclosure or Notice of Default	<ul style="list-style-type: none"> <li>• <b>SmartSelf:</b> <ul style="list-style-type: none"> <li>○ 4 Years from the discharge or dismissal date</li> </ul> </li> <li>• <b>SmartSelf Plus</b> <ul style="list-style-type: none"> <li>○ 2 Years from the discharge or dismissal date is permitted with the following:                             <ul style="list-style-type: none"> <li>○ 0X30X12 housing history</li> <li>○ 5% LTV Reduction for LTVs &gt; 80%</li> <li>○ 3 months of additional reserves</li> <li>○ Maximum loan amount \$1,500,000</li> </ul> </li> </ul> </li> </ul>
Foreclosure	
Foreclosure	<ul style="list-style-type: none"> <li>• <b>SmartSelf:</b> <ul style="list-style-type: none"> <li>○ 4 Years from the discharge or dismissal date</li> </ul> </li> <li>• <b>SmartSelf Plus</b> <ul style="list-style-type: none"> <li>○ 2 Years from the discharge or dismissal date is permitted with the following:                             <ul style="list-style-type: none"> <li>○ 0X30X12 housing history</li> <li>○ 5% LTV Reduction for LTVs &gt; 80%</li> <li>○ 3 months of additional reserves</li> <li>○ Maximum loan amount \$1,500,000</li> </ul> </li> </ul> </li> </ul> <p>A Foreclosure is considered:</p> <ul style="list-style-type: none"> <li>• Delinquent property taxes that have been reduced to a lien against the property</li> <li>• Foreclosure consummated</li> <li>• Foreclosed property redeemed</li> <li>• Delinquency of 120 days or more</li> </ul>
Foreclosed Property Previously included in a Bankruptcy	
Foreclosed Property Previously Included in a Bankruptcy	If a mortgage debt was discharged through a bankruptcy, the bankruptcy waiting periods may be applied if the lender obtains the appropriate documentation to verify that the mortgage obligation was discharged in the bankruptcy. If a mortgage was in foreclosure or had a notice of default filed prior to the bankruptcy filing date, the foreclosure seasoning should be met.
Consumer Credit Counseling Services	
Consumer Credit Counseling Services	Borrowers who have experienced credit or financial management problems in the past may have elected to participate in consumer counseling sessions to learn how to correct or avoid such problems in the future. Borrowers who have entered consumer credit counseling must have completed the counseling prior to loan application and meet all other applicable credit requirements as outlined in this product profile.
Co-Signed Loans	
Co-Signed Loans	Loans co-signed by our borrower that result in derogatory credit will be subject to the same seasoning and documentation requirements as the borrower's own debts as co-signers have a financial obligation to pay the debt if that person fails to do so.
Previously Modified Mortgages	
Previously Modified Mortgages	<p>A modified mortgage is defined as a mortgage loan that makes a permanent change in one or more terms of a Borrowers' loan resulting in a change to the loan's monthly payment, interest rate, term, or outstanding principal.</p> <p>If the borrower is refinancing a loan with a prior modification/restructure then credit requirement is increased to 0x30 in the last 12 months for all mortgages. Modification must be complete on the subject loan to be refinanced and borrower is making on time scheduled payments prior to the loan application.</p> <p>(A reduction of a credit line due to value depreciation would not be considered a modification as defined above)</p>

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6.5 Qualifying Ratios	
Qualifying Ratios	<ul style="list-style-type: none"> <li>• The maximum DTI is 50%</li> <li>• If the borrower’s DTI is greater than 43% the following are required:                             <ul style="list-style-type: none"> <li>○ Residual income requirements per <a href="#">Section 5.6</a> must be met</li> <li>○ 3 months of additional reserves required for DTI greater than 45%. <b>Refer to section 7.5 for standard reserve requirements.</b></li> </ul> </li> </ul> <p><b>Housing Payment Ratio:</b></p> <ul style="list-style-type: none"> <li>• The monthly housing expense is the sum of the monthly principal and interest, all insurance required, real estate taxes, subordinate financing, and any leasehold, homeowner’s association or special assessments as applicable. Monthly payment for other secured financing (when applicable). *Refer to <a href="#">HELOC requirements</a> when determining payment amount</li> </ul> <p><b>Total Debt Ratio</b></p> <p>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:</p> <ul style="list-style-type: none"> <li>• Monthly housing expense as per qualifying rate.</li> <li>• Outstanding monthly obligations such as but not limited to:                             <ul style="list-style-type: none"> <li>○ Installment debt</li> <li>○ Revolving debt payments</li> <li>○ Alimony, child support or maintenance payments</li> <li>○ Losses associated with other real-estate owned</li> <li>○ Other obligations where a monthly payment is legally required</li> </ul> </li> </ul> <p><b>Qualifying Rate</b></p> <ul style="list-style-type: none"> <li>• 5/1, 7/1 and 10/1 ARM - Qualify at the greater of the fully-indexed rate* or Note rate</li> <li>• ARM qualifying ratios are based on a fully amortizing principal and interest payment</li> <li>• Interest Only loans qualify at the greater of the fully-indexed rate* or Note rate based on the scheduled remaining loan term at the time of recast after the interest only period has expired.</li> <li>• Fixed Rate loans qualify at the note rate</li> </ul> <p>*Calculate the fully indexed rate by adding the appropriate margin to the current index.</p> <ul style="list-style-type: none"> <li>• Round the result to the nearest one-eighth of one percentage point (0.125%)</li> <li>• Depending on market conditions and individual loan pricing, the fully indexed rate may be higher or lower than the Note rate.</li> </ul>
6.6 Liabilities	
Liabilities	<p>Monthly payments on all existing debts are included in the Borrower’s total liabilities or obligations as detailed below.</p> <p>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. The party making the payment(s) must be obligated under the Note. Payment history on debts paid by other parties are considered in the borrower(s) credit history and must meet applicable credit requirements as outlined in this profile where applicable.</p>
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.

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	<p>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.</p> <p>If sufficient liquid assets are available, then exclude the reported monthly payment from the DTI. If sufficient liquid assets are not verified, obtain evidence the account has been paid in full and exclude the reported monthly payment from the DTI.</p> <p>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.</p>
<b>Alimony, Child Support, or Maintenance</b>	
Alimony, Child Supports or Maintenance	<ul style="list-style-type: none"> <li>Monthly alimony, child support or separate maintenance obligations with ten or more payments remaining must be included as a liability</li> <li>If there are fewer than ten documented payments remaining, and the underwriter determines these payments will not impact the borrower's ability to pay the mortgage during the months immediately after loan closing, especially if the borrower will have limited or no cash assets after loan closing, payments may be excluded from the DTI.</li> </ul>
<b>Asset Secured Loans</b>	
Asset Secured Loans	<p>Loans secured against the borrower's financial assets will be considered in reviewing the borrower's overall capacity to repay.</p> <ul style="list-style-type: none"> <li>Loans should be included in calculating the borrower's ratios as an installment debt.</li> <li>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.</li> <li>Payments for loans secured against retirement/401(k) assets being are not considered an obligation. The monthly payment can be excluded from the borrower's liabilities.</li> </ul>
<b>Balloon Payment Notes</b>	
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.
<b>Bridge Loans</b>	
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.
<b>Business Debt in Borrower's Name</b>	
Business Debt in Borrower's Name	<p>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.</p> <p>If the account is new, it must be included in the DTI calculation, except in the following instance(s):</p> <ul style="list-style-type: none"> <li>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.</li> </ul>
<b>Contingent Liabilities</b>	
Contingent	A contingent liability exists when an individual is held responsible for payment of a debt if

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Liabilities	<p>another party, jointly or severally obligated, defaults on the payment. A contingent liability must be considered when the consumer remains obligated on an outstanding FHA-insured, VA-insured, or conventional mortgage secured by a property that:</p> <ul style="list-style-type: none"> <li>• Has been sold or traded within the last 12 months without a release of liability, or</li> <li>• Is to be sold on assumption without a release of liability being obtained</li> </ul> <p>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 Settlement Statement/Closing Disclosure from the sale of the property, results in a loan-to-value (LTV) ratio of 75 percent or less</p>
<b>Co-Signed Loans</b>	
Co-Signed Debts	<p>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.</p> <ul style="list-style-type: none"> <li>• 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.</li> <li>• 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.</li> <li>• Co-signed accounts paid by a third party, with twelve months of cancelled checks evidencing payment by the third party.</li> </ul> <p>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.</p>
<b>Home Equity Lines of Credit</b>	
Home Equity Lines of Credit (HELOC)	<p><b>HELOCs with a current outstanding balance with no payment reflected on the credit report may have the payment documented with a current billing statement. HELOCs with a current \$0 balance do not need a payment included in the DTI unless using for down payment or closing costs.</b></p> <p>For new subordinate financing the qualification payment must be based off of the fully indexed, fully amortized term of the subordinate financing for the full amount drawn at or before consummation of the loan.</p>
<b>Installment Debt</b>	
Installment Debt	<p>Installment Debt is the monthly obligation on accounts with fixed payments and terms (e.g., car loans, student loans, etc.).</p> <ul style="list-style-type: none"> <li>• 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.</li> <li>• If there are fewer than ten documented payments remaining, and the underwriter determines these payments will not impact the borrower's ability to pay the mortgage during the months immediately after loan closing, especially if the borrower will have limited or no cash assets after loan closing, payments may be excluded from the DTI</li> <li>• Installment loans may be paid off to qualify but may not be paid down to qualify.</li> </ul>
<b>Investment Gains and Losses</b>	
Investment Gains and Losses	Average and include any net recurring loss on a cash investment or investment property as an expense in the DTI
<b>Lease Payments</b>	
Lease Payments	Lease obligations, regardless of the remaining lease term, are included in the DTI calculation

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Revolving Debt	
Revolving Debt	<p>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.</p> <p>If the credit report does not show a required minimum payment amount and there is no supplemental documentation to support a payment amount, the payment must be calculated as the greater of:</p> <ul style="list-style-type: none"> <li>• 5% of the outstanding balance; or</li> <li>• \$10</li> </ul> <p>Revolving debt may be paid off to qualify and the monthly payment excluded from the DTI.</p> <ul style="list-style-type: none"> <li>• Documentation must be provided to confirm the debt has been paid off</li> <li>• Debts may be paid off at closing and reflected on the final closing disclosure</li> <li>• Source of funds for payoff of a revolving debt must meet all applicable asset requirements as outlined in this profile</li> </ul>
Student Loans	
Deferred Student Loans	<p>All student loans, whether deferred, in forbearance, or in repayment (not deferred), must be included as a liability in the borrower's recurring monthly debt obligation when qualifying the borrower.</p> <ul style="list-style-type: none"> <li>• If a monthly payment is provided on the credit report, that amount may be used as the monthly payment for qualifying purposes.</li> <li>• If the credit report does not provide a monthly payment for the student loan, or if the credit report shows \$0 as the monthly payment (which may be the case for deferred loans or loans in forbearance), the following must be utilized:                         <ul style="list-style-type: none"> <li>○ 1% of the outstanding student loan balance (even if this amount is lower than the actual fully amortizing payment), or</li> <li>○ The fully amortizing payment using the documented loan repayment terms.</li> </ul> </li> </ul> <p>If a student loan has been placed for collection and all seasoning requirements are met, a copy of the repayment agreement and proof of payment (showing 0x30x12) are required. This debt must be included in the borrower's DTI.</p>
Timeshares	
Timeshares	Timeshares are to be treated as installment loans rather than mortgage debt, even if they are identified as mortgage debt on the credit report (or other documentation).
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.
6.7 Current Principal Residence Pending Sale	
Current Principal Residence Pending Sale	<p>If the borrower's current principal residence is pending sale, but the transaction will not close with title transfer to the new owner prior to the new transaction, and the borrower is purchasing a new principal residence, the current PITIA and the proposed PITIA must be used in qualifying the borrower for the new mortgage loan.</p> <p>The property must be included in the list of Real Estate Owned and will require 2 months PITIA reserves in addition to the program requirements.</p>
6.8 Borrowers Retaining their Current Residence	
Borrowers Retaining their Current Residence (Conversion of Primary Residence)	<p>When a borrower is purchasing a new home and retaining his/her current residence, the underwriter should review the application and supporting documentation to determine if any red flags regarding occupancy are present and that the reserve/equity requirements are met.</p> <p>"Purchase / Keep" scenarios where the borrower is purchasing a new primary residence and</p>

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	<p>retaining his/her current residence are subject to the following:</p> <ul style="list-style-type: none"> <li>• For all transactions, the borrower(s) must sign the Occupancy Affidavit Form prior to closing.</li> <li>• 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 2<sup>nd</sup> home as outlined in <a href="#">Section 3.1 Occupancy</a></li> <li>• If the current primary residence is being converted to an investment property, rental income may only be used and documented as outlined below:             <ul style="list-style-type: none"> <li>○ Relocations: The borrower is relocating with a new employer or being transferred by their current employer to an area not within reasonable and locally-recognized commuting distance                 <ul style="list-style-type: none"> <li>▪ A properly executed lease of at least 12 months' duration following loan closing</li> <li>▪ Evidence of receipt and deposit of the security deposit and/or first month's rent</li> </ul> </li> <li>○ Sufficient Equity: The borrower has a loan to value ratio of 75% or less as determined by:                 <ul style="list-style-type: none"> <li>▪ a residential appraisal (1004, 1075 or 2055) that is no more than 6 months old from the time of application; or</li> <li>▪ the unpaid principal balance is less than or equal to 75% of the original documented purchase price.</li> <li>▪ A properly executed lease of at least 12 months' duration following loan closing</li> <li>▪ Evidence of receipt and deposit of the security deposit and/or first month's rent</li> </ul> </li> </ul> </li> </ul>
<b>Section 7: Assets</b>	
<b>7.1 Assets</b>	
Assets	<ul style="list-style-type: none"> <li>• Borrowers must have sufficient liquid assets for down payment, closing costs, and reserves. They must be sourced using the two most recent two (2) months statements or the most recent quarterly statement.</li> <li>• Full Asset Documentation is required for both funds to close and reserves in accordance unless specifically noted herein.</li> <li>• Verification of Deposit are not permitted to be used in lieu of bank/financial statements</li> <li>• 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 generated form that shows the account number, balance and date.</li> <li>• 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</li> <li>• Large disparities between the current balance and the opening balances may require additional verification or documentation.</li> <li>• Large or irregular deposits must be explained and documented.             <ul style="list-style-type: none"> <li>○ Large deposits should be evaluated to ensure they are not a result of any new undisclosed debt(s)</li> <li>○ For refinance transactions documentation or explanation for large deposits is not required;</li> <li>○ Personal Bank Statements - Large deposits are deposits greater than 50% of the loans monthly average deposits.</li> <li>○ Business Bank Statements: Statements should be evaluated for patterns, size and consistency of deposit. Examples may include but are not limited to:                 <ul style="list-style-type: none"> <li>▪ one month of statement's deposits have higher than usual amounts of deposits/amounts when compared to all other months; or</li> </ul> </li> </ul> </li> </ul>

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	<ul style="list-style-type: none"> <li>▪ a single deposit that is observably different from most/all other deposits; or</li> <li>▪ transfers that continually come from one source and appear unusual</li> </ul>
<b>7.2 Down payment, Closing Costs &amp; Reserves</b>	
Down payment, Closing Costs & Reserves	<p><b>Down payment</b></p> <ul style="list-style-type: none"> <li>• 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.                             <ul style="list-style-type: none"> <li>○ Primary Residence: a minimum of 5% of the lesser of the purchase price or the appraised value must be from the Borrower's own funds is required</li> <li>○ Second Home/Investment: all funds for down-payment must be the Borrower's own funds</li> </ul> </li> </ul> <p><b>Reserves:</b> Refer to Section <a href="#">7.5 Cash Reserves</a> for additional requirements Reserves are based on the monthly housing expense for a property. The required number of months of reserves is dependent on factors such as but not limited to the occupancy, loan purpose, type of property, and loan amount. The monthly housing expense for purposes of determining reserves includes the following:</p> <ul style="list-style-type: none"> <li>• Principal and interest (P&amp;I);</li> <li>• Hazard, flood, and mortgage insurance premiums (as applicable);</li> <li>• Real estate taxes;</li> <li>• Ground rent;</li> <li>• Special assessments;</li> <li>• Any owners' association dues (including utility charges that are attributable to the common areas, but excluding any utility charges that apply to the individual unit);</li> <li>• Any monthly co-op corporation fee (less the pro rate share of the master utility charges for servicing individual units that is attributable to the borrower's unit);</li> <li>• Any subordinate financing payments on mortgages secured by the subject property.</li> </ul> <p>NOTE: Certain assets are discounted when used for reserves. Refer to the applicable asset type for additional information.</p>
<b>7.3 Acceptable Assets</b>	
<b>Checking &amp; Savings</b>	
Checking & Savings	<ul style="list-style-type: none"> <li>• 100% of the funds held in a checking or savings account may be used for the down payment, closing costs, and financial reserves.</li> <li>• 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.</li> <li>• A written explanation of the source of funds from the borrower must be obtained and the funds must be verified.</li> <li>• Funds held jointly with a non-borrowing spouse are considered the Borrower's funds.</li> </ul>
<b>Business Assets</b>	
Business Assets	<p>If business funds are used for down payment, closing costs and/or reserves the following requirements must be met:</p> <ul style="list-style-type: none"> <li>• Borrowers who are sole proprietors or own 100% of the business.                             <ul style="list-style-type: none"> <li>○ 50% of the account balance may be used towards down payment, closing costs and reserves. Any significant withdrawal should be considered in relation to the overall strength of the borrower's company.                                     <ul style="list-style-type: none"> <li>▪ <b>75% of the account balance may be used with a developed trend analysis using a minimum of 3 months business bank statements to determine any negative impact to the business by evaluating the average ending balance against the average outgoing to determine if using business funds for the purchase will have a negative impact on the business</b></li> </ul> </li> </ul> </li> </ul>

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	<ul style="list-style-type: none"> <li>• Borrowers having less than 100% ownership but 25% or more may use business assets with the following requirements:                     <ul style="list-style-type: none"> <li>○ Must document the ability to withdraw funds based on the percentage of ownership and have written approval of the other owners, general partner or stockholder(s) as applicable                             <ul style="list-style-type: none"> <li>▪ Determine the starting, ending, incoming and outgoing averages</li> <li>▪ Develop a trend analysis using a minimum of 3 months business bank statements to determine any negative impact to the business by evaluating the average ending balance against the average outgoing to determine if using business funds for the purchase will have a negative impact on the business</li> </ul> </li> <li>○ 50% of the account balance may be used towards down payment, closing costs and reserves. Borrower's percentage of ownership must be applied to the 50% account balance to determine final amount.                             <ul style="list-style-type: none"> <li>▪ 75% of the account balance may be used with a developed trend analysis using a minimum of 3 months business bank statements to determine any negative impact to the business by evaluating the average ending balance against the average outgoing to determine if using business funds for the purchase will have a negative impact on the business. Borrower's percentage of ownership must be applied to the 75% account balance to determine final amount.</li> </ul> </li> </ul> </li> <li>• Funds deposited from the business into the borrower's personal account prior to application are considered personal funds.                     <ul style="list-style-type: none"> <li>○ Note: Large, irregular/inconsistent deposits appearing on personal statements that are sourced from a business account should be further evaluated to determine if there is an impact to the business.</li> </ul> </li> </ul>
<b>Stocks, Stock Options, Bonds, and Mutual Funds</b>	
Stocks, Stock Options, Bonds, and Mutual Funds	<p>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.</p> <p>Verify</p> <ul style="list-style-type: none"> <li>• The borrower ownership of the account or asset</li> <li>• The value of the asset at the time of sale or liquidation and</li> <li>• 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.</li> </ul> <p><b>Stocks and mutual funds</b></p> <p>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:</p> <ul style="list-style-type: none"> <li>• The most recent two months or most recent quarterly statement from the depository investment firm or</li> <li>• A copy of the stock certificate accompanied by documentation to evidence the stock price as of the application date</li> <li>• Receipt of funds must be verified to evidence the sale or liquidation with the following exception:                     <ul style="list-style-type: none"> <li>○ If the value of the asset is at least 20% more than the funds needed for the borrower's down-payment and closing costs, no documentation of liquidation is required</li> </ul> </li> <li>• When used for reserves the current documented value of stocks and mutual funds may be used</li> </ul>

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	<ul style="list-style-type: none"> <li>• Non-vested restricted stock is ineligible.</li> </ul> <p><b>Stock Options</b></p> <ul style="list-style-type: none"> <li>• Vested stock options are an acceptable source of funds for down payment and closing costs if they are immediately available to the borrower.</li> <li>• The value of the vested stock options can be documented by                         <ul style="list-style-type: none"> <li>○ Referencing a statement that lists the number of options and the option price AND</li> <li>○ 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</li> </ul> </li> <li>• Vested stock options are not an acceptable source for reserves.</li> <li>• Non-vested stock options are not an acceptable source of funds for the down payment, closing costs or reserves.</li> </ul> <p><b>Government Bonds</b></p> <ul style="list-style-type: none"> <li>• The value of government bonds must be based on their purchase price unless the redemption value can be documented.</li> <li>• When used for reserves, the current value of bonds may be used</li> </ul>
<b>Trust Accounts</b>	
Trust Accounts	<p>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.</p> <p>To document the trust funds:</p> <ul style="list-style-type: none"> <li>• Obtain written documentation of the value of the trust account from either the trust manager or the trustee; AND</li> <li>• 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</li> </ul>
<b>Retirement Accounts</b>	
Retirement Accounts	<ul style="list-style-type: none"> <li>• 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.</li> <li>• 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.</li> <li>• 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.</li> <li>• If the retirement assets are in the form of stocks, bonds, or mutual funds, 100% of the current value may be considered when using for reserves with the following exception:                         <ul style="list-style-type: none"> <li>○ If the borrower is not at 59 ½ or older the value of the account should be reduced by 10% to account for an early withdrawal penalty.</li> </ul> </li> <li>• 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.</li> </ul>
<b>Earnest Money Deposit</b>	
Earnest Money Deposit	<p>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.</p> <p>Verification of source of funds</p> <ul style="list-style-type: none"> <li>• 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</li> </ul>

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	<ul style="list-style-type: none"> <li>• A request for Verification of Deposit may be used however, VOD are not acceptable as a standalone documentation source, bank statements are always required</li> <li>• 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.</li> <li>• If it cannot be determined that these funds were withdrawn from the borrowers 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.</li> <li>• Large earnest money deposits or deposits that exceed the amount customary for the area should be closely evaluated.</li> </ul> <p>Receipt of the deposit must be verified by:</p> <ul style="list-style-type: none"> <li>• Copy of canceled check;</li> <li>• Copy of check not canceled with financial institute record(s) to evidence check cleared;</li> <li>• 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</li> <li>• Escrow agent/attorney's letter acknowledging receipt of funds.</li> </ul>
<b>Anticipated Sales Proceeds</b>	
Anticipated Sales Proceeds	<p><b>Sales Proceeds from Real Estate Owned Pending Sale</b></p> <ul style="list-style-type: none"> <li>• 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/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.</li> </ul> <p><b>Corporate relocation plans</b></p> <ul style="list-style-type: none"> <li>• 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.</li> </ul>
<b>Borrowed Funds Secured by an Asset</b>	
Borrowed Funds Secured by an Asset	<p>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:</p> <ul style="list-style-type: none"> <li>• Automobile</li> <li>• Artwork</li> <li>• Collectibles</li> <li>• Real estate</li> <li>• Financial assets such as                         <ul style="list-style-type: none"> <li>○ Savings, Checking or CD accounts</li> <li>○ Stocks</li> <li>○ Bonds</li> <li>○ 401k</li> </ul> </li> </ul> <p>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. Loans secured against Retirement / 401(k) assets are not considered an obligation and can be excluded from the qualifying ratios.</p> <ul style="list-style-type: none"> <li>• Verification of the value of the asset must be provided</li> <li>• A copy of the note securing the financing must be provided</li> <li>• Evidence of the transfer of funds to the borrower must be provided</li> </ul>

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	<ul style="list-style-type: none"> <li>Evidence that the party providing the secured loan is not a party to the sale</li> <li>Reduce the value of the remaining asset by the amount of the secured loan balance (financial assets only)</li> </ul>
<b>Credit Card Financing</b>	
Credit Card Financing	<p>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:</p> <ul style="list-style-type: none"> <li>Appraisal</li> <li>Lock in fee</li> <li>Commitment fee</li> <li>Credit report fee</li> </ul>
<b>Sale of Personal Assets</b>	
Sale of Personal Assets	<p>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</p> <p>Documentation requirements required are:</p> <ul style="list-style-type: none"> <li>Evidence the borrower owned the asset prior to sale</li> <li>The value of the asset as determined by an independent and reputable source</li> <li>A bill of sale or statement from the purchaser showing the transfer of ownership of the asset</li> <li>Proof of the borrower's receipt of the sale proceeds from documents such as                             <ul style="list-style-type: none"> <li>Financial Institution Records</li> <li>Copy of purchaser's cancelled check</li> </ul> </li> </ul>
<b>1031 Exchange</b>	
1031 Exchange	<ul style="list-style-type: none"> <li>Assets for the down payment from a "like-kind exchange," also known as a 1031 exchange, are eligible if properly documented and in compliance with Internal Revenue Code Section 1031.</li> <li>Must be investment property</li> <li>Copy of settlement statement from property being exchanged is required</li> <li>Reverse 1031 exchanges are not permitted</li> </ul>
<b>Gift Funds</b>	
Gift Funds	<p>Gift Funds and Gifts of Equity are permissible sources of funds to be used towards a borrower's down payment and closing costs.</p> <ul style="list-style-type: none"> <li>Borrower must have a minimum 5% of their own funds into the transaction unless the LTV/CLTV is 80% or less</li> <li>Maximum LTV/CLTV for Gift of Equity transaction is 75%</li> <li>Primary residence transactions only</li> <li>Subordinate Financing is not permitted</li> <li>Gift funds cannot be used for reserves</li> <li>Must be from an immediate family member as follows:                             <ul style="list-style-type: none"> <li>Acceptable Donor                                     <ul style="list-style-type: none"> <li>Child, parent, or grandparent   <ul style="list-style-type: none"> <li>Child is defined as a son, stepson, daughter, or stepdaughter;</li> <li>A parent or grandparent includes a step-parent/grandparent or foster parent/grandparent</li> </ul> </li> <li>Spouse or domestic partner (domestic partner must live with borrower)</li> <li>Legally adopted son or daughter, including a child who is placed with the borrower by an authorized agency for legal adoption</li> <li>Foster child</li> <li>Brother, stepbrother, sister, stepsister</li> <li>Aunt or uncle</li> </ul> </li> </ul> </li> </ul>

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	<ul style="list-style-type: none"> <li>• Son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, or sister-in-law of the borrower.</li> <li>• Cousins and close family friends are not acceptable donors</li> <li>• 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.</li> </ul> <p><b>Documentation Requirements</b></p> <ul style="list-style-type: none"> <li>• Gifts must be evidenced by a letter signed by the donor, called a gift letter. The gift letter must             <ul style="list-style-type: none"> <li>○ Specify the dollar amount of the gift</li> <li>○ Specify the source of the gift</li> <li>○ Specify the date the funds were transferred</li> <li>○ Include the donors statement that no repayment is expected AND</li> <li>○ Indicate the donor’s name, address, telephone number and relationship to the borrower</li> </ul> </li> <li>• The lender must verify that sufficient funds to cover the gift are either in the donor’s account or have been transferred prior to or at closing. Acceptable documentation includes any of the following:             <ul style="list-style-type: none"> <li>○ a copy of the donor’s check and the borrower’s deposit slip,</li> <li>○ a copy of the donor’s withdrawal slip and the borrower’s deposit slip,</li> <li>○ a copy of the donor’s check to the closing agent, or</li> <li>○ proof of wire transfer from the donor’s account to the borrower’s</li> </ul> </li> </ul> <p style="text-align: center;">Note: Source of funds for gifts must be consistent in all gift documentation.</p> <p><b>Gifts of Equity</b></p> <ul style="list-style-type: none"> <li>• 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.</li> <li>• A gift of equity is permitted for primary residences if:             <ul style="list-style-type: none"> <li>○ The sales price for the property is at market rate</li> <li>○ The acceptable donor and minimum borrower contribution requirements for gifts also applies to gifts of equity.</li> </ul> </li> </ul> <p><b>Gift of Equity-</b> 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</p> <p><b>Gift of Equity Documentation Requirements</b></p> <ul style="list-style-type: none"> <li>• Maximum LTV/CLTV of 75%</li> <li>• Borrower must have 5% own funds into transaction</li> <li>• Signed gift letter meeting the same requirements noted above</li> <li>• Only permissible from immediate relative as described above</li> <li>• Closing Disclosure/settlement statement identifying gift of equity and amount</li> </ul> <p>If the requirements shown here are met, the gift of equity is not subject to the IPC requirements.</p>
<b>7.4 Unacceptable Assets</b>	
Unacceptable Assets	<ul style="list-style-type: none"> <li>• Anticipated Savings</li> </ul>

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	<ul style="list-style-type: none"> <li>• Bridge Loans</li> <li>• Cash-on-hand/Mattress Money</li> <li>• Digital Currency (ex. Bitcoin)</li> <li>• 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</li> <li>• Donation from Equities</li> <li>• Employer Assistance</li> <li>• Funds from a Community Second Mortgage/Down Payment Assistance Program</li> <li>• Funds in a Custodial or “In Trust For” account</li> <li>• Gift funds which must be repaid in full or in part.</li> <li>• Gifts from seller-funded programs.</li> <li>• Individual Development Accounts (IDAs)</li> <li>• Net proceeds from a reverse 1031 exchange.</li> <li>• Personal, unsecured loans</li> <li>• Pooled Funds</li> <li>• Rent Credits</li> <li>• Stocks held in an unlisted corporation</li> <li>• Sweat Equity (labor performed by the Borrower or goods or materials provided by the Borrower)</li> <li>• Trade Equity</li> </ul>
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### 7.5 Cash Reserves

Cash Reserves	<b>Reserve Requirements</b>	
	≤ \$1,000,000	3 Months
	> \$1,000,000 < \$2,000,000	6 Months
Loan Amount	≥ \$2,000,000	12 Months
Derogatory Credit (SmartSelf Plus)	Seasoning ≥2 Yrs < 4 Yrs	3 Additional Months
DTI	> 45%	3 Additional Months
	<ul style="list-style-type: none"> <li>• Maximum amount of reserves required is 15 months</li> <li>• For rate and term refinance transactions reserve requirements above are not required for primary and secondary residences that meet the following:                             <ul style="list-style-type: none"> <li>○ Maximum Loan Amount \$1,500,000</li> <li>○ 0X30X12 on all mortgages</li> <li>○ Housing payment is decreasing on the subject property</li> <li>○ SmartSelf Plus Only- 3 months reserves for derogatory credit applies</li> <li>○ <b>Additional properties owned require reserves as outlined below</b></li> </ul> </li> <li>• Borrowers who own additional real estate must have:                             <ul style="list-style-type: none"> <li>○ 2 months of reserves for each additional financed property owned including properties that are pending sale and will not be sold prior to the subject transaction closing.</li> <li>○ The PITIA is based on each individual property’s respective PITIA.</li> </ul> </li> <li>• <b>SmartSelf Plus:</b> Cash in hand from a cash-out refinance may be used to satisfy reserve requirements</li> </ul>	

### 7.6 Sales & Financing Concessions

Sales & Financing Concessions	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.
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**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;
- 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 and CLTV ratios 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 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 Settlement Statement/Closing Disclosure, etc.)
- Ensure that all elements of the Settlement Statement/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 Settlement Statement/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.

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7.7 Interested Party Contribution Limits												
IPC Limits	<p>Interested party contributions (IPCs) are costs that are normally the responsibility of the property purchaser that are paid directly or indirectly by someone else who has a financial interest in or can influence the terms and the sale or transfer of, the subject property.</p> <p>Interested parties include, but are not limited to, the property seller, the builder/developer, the real estate agent or broker, or an affiliate who may benefit from the sale of the property and/or the sale of the property at the highest price possible. A lender or employer is not considered an interested party to a sales transaction unless it is the property seller or is affiliated with the property seller or another interested party to the transaction.</p>											
IPC Limits	<p><b>IPC Limits</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr style="background-color: #92d050;"> <th style="text-align: center;">Occupancy</th> <th style="text-align: center;">LTV/CLTV/HCLTV</th> <th style="text-align: center;">Maximum IPC</th> </tr> </thead> <tbody> <tr> <td rowspan="2" style="text-align: center;">Primary residence or Second Home</td> <td style="text-align: center;">75.0% - 90%</td> <td style="text-align: center;">6%</td> </tr> <tr> <td style="text-align: center;">75% or less</td> <td style="text-align: center;">9%</td> </tr> <tr> <td style="text-align: center;">Investment Property</td> <td style="text-align: center;">All LTV/CLTVs</td> <td style="text-align: center;">2%</td> </tr> </tbody> </table>	Occupancy	LTV/CLTV/HCLTV	Maximum IPC	Primary residence or Second Home	75.0% - 90%	6%	75% or less	9%	Investment Property	All LTV/CLTVs	2%
Occupancy	LTV/CLTV/HCLTV	Maximum IPC										
Primary residence or Second Home	75.0% - 90%	6%										
	75% or less	9%										
Investment Property	All LTV/CLTVs	2%										
Section 8: Program Details												
8.1 Age of Documentation												
Age of Documentation	<p>Credit Report – Not to exceed 90 days old on the date the Note is signed</p> <p>Income – Oldest document not to exceed 90 days old on the date the Note is signed</p> <p>Assets – Oldest document not to exceed 90 days old on the date the Note is signed</p> <p>Appraisals: Not to exceed 120 days old on the date the Note is signed; appraisal updates are not permitted</p>											
8.2 Electronic Signatures												
Electronic Signatures	<p>When signatures are required on initial disclosures and/or closing documents, NewRez allows the use of electronic signatures in most cases. However, NewRez always requires wet signatures on the following documents:</p> <ul style="list-style-type: none"> <li>Note</li> <li>Note Riders (if applicable)</li> <li>Deed of Trust/Mortgage</li> <li>Deed of Trust/Mortgage Riders (if applicable)</li> <li>Notice of Right to Cancel</li> <li>Any other transaction related documents that require a Notary acknowledgement or will be recorded; e.g. Patriot Act, Power of Attorney, State Specific Documents such as Texas 50(a)(6) loans</li> </ul> <p>In cases where electronic signatures are used the appropriate, e-Consent documentation must also be provided.</p>											
8.3 Escrow Holdbacks and Repair Requirements												
Escrow Holdbacks	<p>Escrow holdbacks are allowed for weather related repairs on purchase transactions only. Renovations are limited to cosmetic only; it cannot affect the safety, soundness, or structural integrity of the property</p> <ul style="list-style-type: none"> <li>Maximum \$5,000 repair limit</li> <li>Escrow withhold amount must be at least 1.5 times the cost of repairs                             <ul style="list-style-type: none"> <li>Example: \$5,000 repairs x 1.5 = \$7,500 total escrow withhold amount</li> </ul> </li> <li>Repairs must be completed within 60 days of the closing date</li> <li>The subject property may be appraised 'as is' or 'subject to repairs'; but the property condition must be in average condition or better.</li> </ul>											

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8.4 Escrow Waivers	
Escrow Waivers	<ul style="list-style-type: none"> <li>• Escrow waivers are permitted when the LTV is less than or equal to 80% or applicable state law permits.</li> <li>• Escrow waivers are not permitted if the transaction is a higher priced mortgage loan (HPML) and requires a minimum 5-year escrow period per Federal Regulations</li> <li>• Flood insurance escrow waiver is not permitted if the property is subject to flood insurance requirements. Exceptions will not be made</li> </ul>
8.5 Exception Process	
Exception Process	<p>Loans that do not fully comply with documented guidelines, policies, or procedures are known as “exceptions”.</p> <ul style="list-style-type: none"> <li>• Exceptions may be granted with the presence of strong compensating factors to mitigate any additional performance risks.</li> <li>• Exceptions must be submitted through the loan file’s underwriter to be reviewed and approved by an eligible designated member of the NewRez leadership team. Exceptions may require special pricing, as determined on a case-by-case basis.</li> </ul>
8.6 Excluded Parties Lists	
Excluded Parties Lists	<p>All parties involved in each transaction are screened for inclusion on various lists, including without limitation:</p> <ul style="list-style-type: none"> <li>• Freddie Mac’s Exclusionary List;</li> <li>• GSA List of Excluded Parties</li> <li>• Office of Foreign Asset Control (OFAC);</li> <li>• Any prior-approved buyer’s internal exclusionary list</li> </ul> <p>If a match is determined, the loan may be ineligible.</p> <p>All name variations found throughout the loan file must be run when performing the searches. This requirement includes:</p> <ul style="list-style-type: none"> <li>• Borrowers</li> <li>• Seller</li> <li>• Builder</li> <li>• Third Party Originator (Broker/Correspondent)</li> <li>• Third Party Originator’s Loan Officer</li> <li>• Listing Agent &amp; Listing Company</li> <li>• Selling Agent &amp; Selling Company</li> <li>• Title Agent</li> <li>• Title Company</li> <li>• Closing Attorney</li> <li>• Appraiser and Appraisal Company</li> </ul>
8.7 Flood Insurance	
Flood Insurance	<p>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.</p> <p><b>Flood Certificate</b>                      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.</p> <p><b>Coverage and Deductibles</b>                      If the subject property is located in a Special Flood Hazard Area, flood insurance is required.</p>

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	<p>The amount of flood insurance must be at least equal to the lesser of 100% of the insurable value of the facilities or the maximum coverage available under the appropriate National Flood Insurance 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. If flood insurance is not carried by the Condo Association or is insufficient coverage the property is ineligible.</p> <p>Other requirements:</p> <ul style="list-style-type: none"> <li>• The flood insurance policy must contain NewRez’s <a href="#">Mortgagee Clause</a></li> <li>• Deductibles permitted up to the maximum deductible available under the National Flood Insurance Program (NFIP);</li> <li>• The Borrower name and the subject property must be on the flood insurance application or binder;</li> <li>• Evidence of coverage must be provided at closing; and</li> <li>• The insurance must be maintained throughout the duration of the loan. The flood insurance requirement may be waived if:             <ul style="list-style-type: none"> <li>○ 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</li> <li>○ 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.</li> </ul> </li> <li>• Flood insurance must be escrowed. Exceptions are not permitted.</li> </ul>
<b>8.8 Hazard Insurance</b>	
<p>Hazard Insurance</p>	<p>The subject property must be protected (including when vacant) against loss or damage from 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:</p> <ul style="list-style-type: none"> <li>• Deductibles may not exceed 5% of the face amount of the insurance policy.</li> <li>• The policy must contain the Borrower’s name and the full address of the subject property</li> <li>• The policy must be in effect at closing.</li> <li>• 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 Settlement Statement/Closing Disclosure showing payment and receipt for payment of the premium, the insurance binder or the insurance policy.</li> <li>• 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.</li> </ul> <p>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.</p> <p><b>Project Insurance Requirements: Required Coverage for PUDs and Condos</b></p> <p>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</p>

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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 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.

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8.9 Interest Credit	
Interest Credit	Permitted up to 5 calendar days into the month
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 permitted
8.13 Process to Add or Remove Borrowers	
Process to Add or Remove Borrowers	<p><b>Adding Borrowers</b></p> <ul style="list-style-type: none"> <li>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.</li> </ul> <p><b>Removing Borrowers</b></p> <ul style="list-style-type: none"> <li>Removing a borrower from a loan is allowed only in the following scenarios                             <ul style="list-style-type: none"> <li>No credit decision has been made on the loan and borrower expresses desire to withdraw their name from the application</li> <li>Loan has been approved with both borrowers as submitted and one borrower expresses desire to withdraw their name from the application.                                     <ul style="list-style-type: none"> <li>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.</li> <li>Detailed notes should also be placed in the loan file to eliminate any possible confusion with the file.</li> </ul> </li> </ul> </li> <li>Removing a borrower from a loan is NOT allowed in the following scenarios                             <ul style="list-style-type: none"> <li>Loan is declined by underwriting                                     <ul style="list-style-type: none"> <li>In this scenario the loan would need to be adverse and a new application would need to be taken with only the 1 borrower.</li> </ul> </li> <li>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.</li> </ul> </li> </ul> <p><b>Exceptions</b></p> <ul style="list-style-type: none"> <li>Any exceptions to the above rules or scenarios not explained above should be submitted to NewRez Compliance for review</li> </ul>
8.14 Title Insurance	
Title Insurance	<p>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.</p> <p>An opinion of counsel will be accepted in lieu of title insurance in jurisdictions where this practice is considered to be usual and customary.</p>

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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
- 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** (typically 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

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	<p>interfere with the use of any improvements on the subject property or the use of the subject property not occupied by improvements.</p> <ul style="list-style-type: none"> <li>• Encroachments on adjoining properties by hedges or removable fences.</li> <li>• Liens for real estate or ad valorem taxes and assessments not yet due and payable.</li> </ul> <p><b>Survey Requirements</b></p> <p>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.</p> <p>Surveys are always required on new constructions homes and are reviewed for:</p> <ul style="list-style-type: none"> <li>• Easements, encroachments and possible boundary violations</li> <li>• Dwelling location reflected on the survey</li> <li>• Unimproved land surveys are not acceptable</li> <li>• An elevation survey to confirm if the property is in a Flood Zone</li> </ul>
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## Section 9: References

### 9.1 Disclosures

Disclosures	<p><b>Fair Lending Statement</b></p> <p>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 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.</p> <p><b>Responsible Lending Statement</b></p> <p>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.</p>
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## Section 10: Version Control

Eligibility Matrix	Updated Max LTV and Loan Amounts	April 5, 2019
1.1 Program Summary	Added that one self-employed borrower must earn a majority of their income (51% or more) from their self-employment and utilize their self-employed income for qualification purposes.	April 5, 2019
2.1 Minimum Loan Amount	Removed requirement for properties located in Connecticut to be \$1 above conforming or high balance limit	April 5, 2019
2.2 Eligible Terms	Added 40 Year Fixed Rate IO – 680 Minimum FICO	April 5, 2019
2.7 Interest Only	Added 40 Year Fixed Rate IO	April 5, 2019
2.22 Multiple Mortgages to Same Individual	Updated to reflect maximum exposure is \$3M in aggregate	April 5, 2019

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2.23 Ineligible Transactions	Added ARM loans for FTHB in Massachusetts as ineligible	April 5, 2019
4.1 Eligible Properties	Added properties with oil and gas leases as eligible with requirements	April 5, 2019
4.2 Condos	Updated to reflect detached condos and 2-4-unit condos no longer require project review	April 5, 2019
4.24 Geographic Restrictions	<ul style="list-style-type: none"> <li>Added ARM loans for FTHB in Massachusetts as ineligible</li> <li>Removed requirement for properties located in Connecticut to be \$1 above conforming or high balance limit</li> </ul>	April 5, 2019
4.5 Agricultural Use	Updated to permit properties with agricultural zoning that meet certain requirements	April 5, 2019
4.7 Leasehold Properties	Added leasehold properties as eligible with requirements	April 5, 2019
4.8 Ineligible Property Types	Removed leasehold, agricultural zoned and properties with oil/gas leases	April 5, 2019
4.9 Appraisals	Added language indicating 1007 rent schedule is only needed for investment properties when rental income is used	April 5, 2019
4.13 Disaster Area	Updated to refer to NewRez Disaster Policy	April 5, 2019
5.4 Self Employed Borrowers	Added language indicated for personal bank statements all account owners must be applicants on the loan	April 5, 2019
5.7 Eligible Income Sources	<ul style="list-style-type: none"> <li>Updated requirements for documenting commission income</li> <li>Updated asset-based income requirement to reflect eligible assets divided by term of 240 months</li> </ul>	April 5, 2019
6.3. Derogatory Credit	Updated to reflect tax payment plans must be documented with 6 months of payments	April 5, 2019
6.6 Liabilities	Updated requirements for HELOC payments for qualification	April 5, 2019
7.3 Acceptable Assets	Updated requirements for use of business assets. Updated to permit use when less than 100% owner of partnership or corporation.	April 5, 2019

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