

Tip: To find specific information for a product, Press Ctrl+F (or use "Find" from the Edit Menu) and then search for the information or topic you are looking for. If you don't find the topic the first time, try variations, different terms or less words.

Colorado CHFA FHA HOMEOPENER PLUS OR SMARTSTEP PLUS with Down Payment Assistance GRANT OR Zero Percent 2nd Mortgage Loan DPA FOR CASES ASSIGNED ON OR AFTER 9/14/15 For Retail, must be referred to AFS for Origination (loan cannot be originated by branch)

For Wholesale: As of 4/21/20 Product is Discontinued and no new loan submissions and or locks will be accepted.

DPA options subject to change based on market conditions

Must confirm availability with Housing Authority.

Effective for all loans 11/5/2018, the HomeOpener Plus program will be discontinued

30 Year Fixed

LTV	CLTV	Purpose	Units	Occupancy	Credit Score ²
96.50	.50 105¹	Purchase	1	0/0	640 – Wholesale
30.30				0/0	620 - Retail

- On purchases, the CLTV is further limited to 100% (of the adjusted value) or the standard FHA LTV limit (96.50%)
 (depending on the type of financing) if the subordinate lien is NOT from an instrumentality of government or
 government agency that is providing down payment and/or closing cost assistance in the form of secondary
 financing.
- 2. Effective for all locks on or after 3/2/2020: 50.00% DTI limit for borrowers with a mid FICO of 620 to 659. 55.00% DTI limit for borrowers with a mid FICO of 660 or above

PRODUCT NAMES	 Colorado CHFA HomeOpener Plus 30 Year FHA Fixed Effective for all loans 11/5/2018, the HomeOpener Plus program will be discontinued CO CHFA SmartStep Plus 30 Year FHA Fixed CO CHFA Zero Percent 2nd Mortgage Loan DPA
COVID-19 ADDITIONAL REQUIREMENT	 Please refer to COVID-19 Informational document for guidance pertaining to topics such as Income/VVOE, Title/Recording, Appraisals. Until further notice the guidance in the informational document supersedes the information provided in the product profiles http://www.eprmg.net/ResourceCenter/COVID-19FAQs.pdf

HOMEOPENER PLUS OR	The difference between the HomeOpener Plus and the SmartStep Plus First
SMARTSTEP PLUS	Mortgages are the income limits and interest rates.
	The HomeOpener Plus has higher income limits and may also have higher interest
	rates.
	 Effective for all loans 11/5/2018, the HomeOpener Plus program will be discontinued
	The SmartStep Plus has lower income limits.
	 Must select applicable program for borrower based on eligibility of program.
PRODUCT REQUIREMENT	Housing Authority approval required. Loan must be submitted to the agency and
THOSOCI NEQUINEMENT	approved by them in the required timeframe as outlined in the product profile and
	on their website. Loan may not proceed to docs or funding without agency approval.
ALLOWABLE	Wholesale - Discontinued
ORIGINATION CHANNELS	Broker must be approved by CHFA to originate this product
	Retail - Available
	Loans must be referred to the AFS department for origination
SERVICER	Colorado Housing Finance Authority = Master Servicer
DOWN	The Down Payment/Closing Cost Assistance is a gift available only with the Colorado
PAYMENT/CLOSING COST	CHFA HomeOpener Plus or SmartStep Plus First Mortgage.
ASSISTANCE - CHFA	• Effective for all loans 11/5/2018, the HomeOpener Plus program will be
GRANT	discontinued
	Borrowers qualifying under this program must utilize the down payment assistance
	associated with this program. The first trust deed is not allowed to be used without
	using the DPA.
	• For loans reserved prior to 4/1/2019: In conjunction with the first, the Borrower receives a non-repayable grant equal to 4% of the total first mortgage loan amount
	to apply toward down payment or closing costs.
	• For loans reserved on or after 4/1/2019: In conjunction with the first, the Borrower
	receives a non-repayable grant equal to 3% of the total first mortgage loan amount
	to apply toward down payment or closing costs.
	Higher interest rate on CHFA first mortgage with DPA GRANT
	Only one of the available DPAs can be used in conjunction with the first mortgage
	(you cannot use both the GRANT and Zero Percent Second Loan on the same
	transaction).
	The funds may be used to fund up to 100% of the Borrower's cash requirement to
	close, including the down payment, closing costs, pre-paid items, principal reductions
	 and other related Mortgage Loan fees and expenses. No portion of the gift funds can be paid to the Borrower unless the Borrower is being
	• No portion of the gift funds can be paid to the Borrower unless the Borrower is being reimbursed for an overage of his/her earnest money deposit to the extent the
	minimum Borrower contribution has been satisfied.
	The DPA Grant Letter is generated upon CHFA approval of the loan and it will be
	available on CHFA's Loan Reservation System HomeConnection.
	CHFA EIN is 84-0676451. Lenders are required to reflect CHFA's EIN on HUD's FHA
	Loan Underwriting and Transmittal Summary in conjunction with secondary financing
	assistance, grants or gifts to the borrower when the borrower is receiving an FHA
	First Mortgage. CHFA DPA must show as a gift and marked as Government.
	Lenders upfront the grant at closing to be reimbursed by CHFA upon purchase of the CHFA Home Opener Physics of Specification Physics First Manager
	CHFA HomeOpener Plus or SmartStep Plus First Mortgage.
	• Excess funds resulting from CHFA Down Payment Assistance Grants may not result in cash back to the borrower at closing.
DOWN	The Down Payment/Closing Cost Assistance Zero Percent Second is a subordinate
PAYMENT/CLOSING COST	lien available only with the Colorado CHFA HomeOpener Plus or SmartStep Plus First
ASSISTANCE - ZERO	Mortgage.

PERCENT SECOND Effective for all loans 11/5/2018, the HomeOpener Plus program will be **MORTGAGE LOAN DPA** discontinued For loans reserved prior to 4/1/2019: Up to 5% of CHFA first mortgage total loan amount For loans reserved on or after 4/1/2019: Up to 4% of CHFA first mortgage total loan amount Funds may be used towards down payment, closing costs, and/or prepaid items No monthly payments required, must be paid in full upon sale or refinance Lower interest rate on CHFA first mortgage with Zero Percent Second Mortgage Loan Borrowers qualifying under this program must utilize the down payment assistance associated with this program. Only one of the available DPAs can be used in conjunction with the first mortgage (you cannot use both the GRANT and Zero Percent Second Loan on the same transaction). Does not impact DTI Does impact CLTV If refinancing to new CHFA first mortgage, can be resubordinated Additional loan must be created in FT360 to accommodate 2nd lien and should be created at the same time the 1st lien is created for disclosure, document and funding purposes. Must provide a separate Loan Estimate and Closing Disclosure as well as all other required disclosures, and will be generated from Doc Magic. LE and CD must disclose Balloon features as required under TRID. The CHFA Second Mortgage Loan will close with Colorado Housing and Finance Authority as the lender and should be shown on the title commitment in such manner as to make clear that the second priority lien is in the name of Colorado Housing and Finance Authority. This is a second lien that will subordinate to the first mortgage and must be considered "secured borrowed funds" On the loan application, Question H "Is any part of the down payment borrowed" should show as Yes. **DOWN PAYMENT** All down payment assistance proceeds must be disclosed on the Closing Disclosure, **ASSISTANCE ON CLOSING** Section L -Paid Already by or on Behalf of the Borrower at Closing. The down **DISCLOSURE** payment assistance proceeds must be labeled accurately. For example: "Second loan" is not appropriate if the assistance is a grant or gift. Multi-purpose labels such as Second/Grant/Gift will not be accepted, it must be specific to the transaction. If the borrower is receiving down payment assistance from multiple sources, all assistance sources must be itemized on the Closing Disclosure. Unless the CFPB comes out with guidance restricting it, it is acceptable to place assistance proceeds as "Other Credits" if necessary due to space limitations. **BORROWER PREMIUM** Prior to 3/6/17, available to offset borrower's closing costs and prepaids only. Higher interest rates apply. Pricing will be available from FT360/OB. On or after 3/6/17, not available. **AUS DATA ENTRY** See Housing Authority Products with Second Liens in FT360 in the Resource Center, **REQUIREMENTS OF DPA** which can be located at the following link: **LIEN** http://www.eprmg.net/ResourceCenter/bondhousingauthoritydpaproducts/Housing AuthorityProductswithDPALiensinFT360.pdf In the Secondary Financing of the HUD-92900LT FHA Loan Transmittal screen Enter the Secondary Financing Source/EIN Select the Correct Check box (Gov't – A Government Entity is the source of the secondary financing, NP – A Non-Profit Agency is the source of the secondary

financing, Family – A Family member is the source of the secondary financing,

	Other – There is another source of the secondary financing (completed checkbox which will enable if selected) • Enter the Amount of the Secondary Financing • In MORNETPlus Community Lending Section of the Streamlined 1003: • Do not select Community Lending on the Mornet Community Lending screen • If HFA Second Mortgage being used, Community Second needs to be checked • If HFA grant is being used neither Community Lending nor Community
TRAINING	 Second should be checked Completion of the 1 hour CHFA Lender Certification Training is required for all employees, loan officers, or any staff member prior to locking/reserving a loan through CHFA HomeConnection. https://www.chfainfo.com/participating-lenders/single-family/education For underwriting, delivery and funding information – 1 hour Live Webinar Compliance Training provided by CHFA https://www.chfainfo.com/participating-
	 lenders/single-family/education, this covers CHFA guidelines and program requirements, including CHFA down payment assistance. For post-closing – 1 Hour Live Webinar Purchase Training provided by CHFA https://www.chfainfo.com/participating-lenders/single-family/education, this is geared especially for post closers/final document delivery staff, and is an in-depth training on the processes and procedures of submitting Final Documents.
AGENCY LINKS	 For additional reference, CHFA HomeOpener Plus Program guidelines posted on CHFA website: https://www.chfainfo.com/participating-lenders/single-family/Pages/Programs-Forms-CHFA-HomeOpener.aspx Effective for all loans 11/5/2018, the HomeOpener Plus program will be discontinued For additional reference, CHFA SmartStep Plus Program guidelines posted on CHFA website: https://www.chfainfo.com/participating-lenders/single-family/Pages/Programs-Forms-CHFA-SmartStep.aspx In addition to any Product Profile requirements, you must always meet the published HUD guidelines and CHFA lending criteria. If published HUD guidelines or Colorado CHFA are more restrictive then what is allowed in the Product Profile, you must always defer to HUD Guidelines. All PRMG staff can access all end Agency guidelines though AllRegs Online at http://allregs.elliemae.com. Instructions on how PRMG staff can access the AllRegs service is available in the Resource Center. Use the following link to access the HUD Housing Handbooks site, and from there,
	 obtain access to the 4000.1 Handbook: http://portal.hud.gov/hudportal/HUD?src=/program_offices/administration/hudclips/handbooks/hsgh Access the All Regs version of the Handbook at: http://www.allregs.com/tpl/public/fha_freesite.aspx
MINIMUM LOAN AMOUNT	No Minimum Loan Amount
MAX. LOAN AMOUNT	 For all cases assigned/loans reserved on or after 1/2/2020: Max loan amount is lesser of \$510,400 or the particular county's maximum HUD loan limit. HUD Loan Limits can be found here: https://entp.hud.gov/idapp/html/hicostlook.cfm For all cases assigned/loans reserved prior to 1/2/2020: Max loan amount is lesser of \$484,350 or the particular county's maximum HUD loan limit. HUD Loan Limits can

	be found here:
	https://entp.hud.gov/idapp/html/hicostlook.cfm
GEOGRAPHIC	State of Colorado only
RESTRICTIONS	Please refer to PRMG's "Eligible States" list, which can be found at this link:
	http://www.eprmg.net/guidelines/Eligible%20States.pdf
MORTGAGE TYPES	203(b) Home Mortgage Insurance
	234(c) Mortgage Insurance for Condominiums
FEES	Retail:
	1 st
	First Mortgage – 1% Origination Fee charged
	Standard PRMG Underwriting and Processing Fee to be charged
	CHFA Fees: When using the SmartStep Plus product and CHFA's MCC, MCC Lender
	Processing Fee for PRMG of \$200 applies. When using the SmartStep Plus product
	and CHFA's MCC, MCC Program Administration Fee for CHFA of \$250 applies
	In addition to the fees above, other customary third-party fees such as credit report
	fee, appraisal fee, insurance fee, or similar settlement or financing costs may be charged
	 In all cases the lender must meet federal and Colorado lending laws regarding fees and charges.
	Total points and fees may not exceed the lower of: the allowable applicable agency,
	insurer, guarantor, or Fannie Mae or Freddie Mac guidelines, or five percent (5%) of
	the total loan amount.
	2 nd
	Zero Percent Second Mortgage Loan:
	 Recording fees – Only charge total charges to record and index.
	 Title Company settlement fees – Only charge third party settlement fee charges.
	No other fees allowed.
	Grant Assistance:
	No fees allowed
	Wholesale:
	PRMG must disclose file for broker
	Must be a Borrower Paid transaction
	1 st
	First Mortgage: Max 1% Origination Fee may be charged
	 Processing Fee may be charged (must be reasonable and customary)
	 \$990 PRMG Underwriting Fee to be charged
	CHFA Fees: When using the SmartStep Plus product and CHFA's MCC, MCC Lender
	Processing Fee for PRMG of \$200 applies. When using the SmartStep Plus product
	and CHFA's MCC, MCC Program Administration Fee for CHFA of \$250 applies
	• In addition to the fees above, other customary third-party fees such as credit report
	fee, appraisal fee, insurance fee, or similar settlement or financing costs may be charged
	 In all cases the lender must meet federal and Colorado lending laws regarding fees and charges.
	 Total points and fees may not exceed the lower of: the allowable applicable agency,
	insurer, guarantor, or Fannie Mae or Freddie Mac guidelines, or five percent (5%) of
	the total loan amount.
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	Zero Percent Second Mortgage Loan:
	 Recording fees – Only charge total charges to record and index.
	· · · · · · · · · · · · · · · · · · ·
	 Title Company settlement fees – Only charge third party settlement fee charges.

No other fees allowed.

	 Grant Assistance: No fees allowed
FIRST LOAN INTEREST RATES	 The loan Delivery period is sixty (60) days from the date of Reservation. All Mortgage Loans must be closed, delivered to CHFA, and Approved for Purchase prior to Reservation Expiration. On all extension requests, AFS will extend the loan by contacting CHFA's Secondary Department and will immediately send an email to PRMG Secondary with the updated lock confirmation indicating the lock has been extended. Secondary will then update FT360. The one time extension request is 30 days at the existing interest rate, and at a cost of 0.35 percent of the First Mortgage Loan amount (original principal balance). This information is posted on the daily rate sheet. Rates can be subject to intra-day pricing changes. The Interest Rate Extension form can be found on CHFA website: https://www.chfainfo.com/participating-lenders/single-family/forms/chfaform704.pdf
FT360 SETUP/LOAN SUBMISSION/LOAN DISCLOSURES/LOAN DOCUMENTS	 Special process applies for loan setup process and disclosures For second mortgages, must use CHFA-created forms (excluding the Loan Estimate and Closing Disclosure) that can be found on CHFA's website or in HomeConnection. For retail transactions, must follow instructions from the document found at the Resource Center for entering loans and creating disclosures. http://www.eprmg.net/ResourceCenter/bondhousingauthoritydpaproducts/CO-CHFADataEntryAndCHFAUploadProcess.pdf For wholesale transactions, PRMG must disclose file for broker For wholesale transactions, broker submits first mortgage to PRMG's Setup team who will create all subordinate liens: Register your loan in the TPO portal Provide Title & Escrow Documentation (Can be uploaded to loan registration or Email to: disclosuredepartment@prmg.net)
DOCUMENTATION	 Full/Alt Doc Tax returns are not required for the Homeopener Plus or SmartStep Plus program unless required by AUS If 1040s are provided, transcripts must also be provided to support the 1040 returns. For any additional years of income documentation is required, if all income used to qualify a loan for the borrower is made up exclusively of wage earner income reported on a W2 and/or fixed income reported on a 1099 (i.e., social security or VA benefits) transcripts are not required, unless full tax returns are required for the borrower by the AUS (i.e., borrower employed by family members). If multiple borrowers are qualifying on the loan, but the tax returns are not filed jointly, and one borrower requires full returns, but the other borrowers are qualified exclusively on W2 and/or fixed income then no transcripts are required for the W2/fixed income borrower and 1040 transcripts are required for the self-employed borrower/borrower requiring full returns. When using this option, there can also be no tax returns included in the loan file (including if tax returns are required to be reviewed by the PRMG underwriter for MCC Approval or other purpose). If the borrower earns other income that is used to qualify that would be able to be validated with 1040 transcripts (i.e., rental income from tax returns, etc.) then 1040 transcripts are required to validate that income. A completed and executable (signed) 4506T must be submitted with the loan file. For the borrowers where transcripts are not required, be sure to select the W2/1099 option only when completing the 4506-T. Do not mark the 1040 or Record of Account option. When tax returns are required for a borrower or when borrower's qualifying income

is not made up of W2 or fixed income reported on a 1099, validated 1040 tax transcripts are required if borrower's income is utilized as a source of repayment. If multiple borrowers are qualifying but the tax returns are not filed jointly (when one borrower requires full returns), then it is acceptable to provide no transcripts for the salaried/fixed income borrower and 1040 transcripts for the self-employed borrower/borrower requiring the tax returns, except for the year that 1040s or transcripts are required by CHFA. For the year the 1040s are required, transcripts must be used to support the 1040s.

- Tax transcripts must be provided for the number of years of income documentation required to be in the loan file, in accordance with the AUS findings and/or Agency requirements
- Tax transcripts must come to lender directly from the IRS or through a third party vendor ordered/obtained by lender
- When business tax returns are required by AUS, business income is used to qualify or business income is used to offset a loss on personal tax returns or is included in the loan file, a separate IRS Form 4506-T must be executed (but not processed and must allow enough time to be executed post-closing after delivery to investor) for each business for the required number of years of income documented, for each self-employed borrower on the loan transaction. Allowable signatures (per IRS): 1120/1120S: Borrower must sign name with title and only the following titles are acceptable: President, Vice President, CEO, CFO, Owner, 1065: Borrower must sign name with title and only the following titles are acceptable: General Partner, Limited Partner, Partner, Managing Member, Member
- Letter of explanation is required for borrowers who are self-employed or have non-W2 income/loss if there is a variance of 10% or more between the total income on the tax transcripts and the tax returns.
- Two years IRS 1040 Transcripts are required on all loans when the borrower is employed by a relative or closely held family business.
- For non-self-employed borrowers: Verbal VOE is required to be completed no more than 10 days prior to the note date for wet funding states and escrow states. If the Verbal VOE is completed more than 10 days prior to the funding date, another Verbal VOE should be completed 10 days prior to funding date for escrow states.
- For self-employed borrowers: No more than 30 calendar days prior to note date, verify the existence of the borrower's business from a third party that may include a CPA letter (cannot be vague, must state length of time doing taxes and be signed by CPA), regulatory agency, or appropriate licensing bureau; OR verify a phone listing and address for the borrower's business through resources such as the telephone book, directory assistance, internet, or contact the appropriate licensing bureau. Verification may not be made verbally, and a certification by PRMG indicating the information was verified is not allowed. Documentation from the source used to verify the information must be obtained and in the file. Internet sites such as 411.com, Chamber of Commerce sites and Manta.com where they allow the business owner to add their own information are not acceptable. Also single source verifications, such as from superpages.com, yellowpages.com and searchbug.com are not allowed. If all other methods of obtaining third party verification have been exhausted, the borrower can provide letters from three clients indicating the type of service performed, length of time of business relationship, frequency of service, payment arrangements, etc. and support the income with current bank statements, deposits, etc. The underwriter must thoroughly investigate that the business, income and proof of business is legitimate.
- VOR/VOM required as indicated by the AU approval.
- Documentation must comply with AUS and TOTAL Scorecard section of the 4000.1 handbook.

- Amended tax returns cannot be used to qualify if they are amended after the application, initial credit report date or purchase contract date unless the changes made are non-material to the amount of income claimed, and qualification for the mortgage loan. Due diligence must be exercised with close examination of the original, and amended returns, to determine if the use of the amended return is warranted and the following documentation should be reviewed when income from the amended return is required: A letter of explanation regarding the reason for the re-filing; evidence of filing (must be validated with a record of account (4506T results); copy of the original 1040; any extensions filed, and evidence of payment of the taxes due (or evidence borrower is on a payment plan in lieu of full payment as long as the borrower qualifies with the payment in the ratios), and the ability to pay, if the check has not yet cancelled. A payment plan is not allowed for amended returns.
- Profit and loss statement and balance sheet required if more than a calendar quarter
 has elapsed since date of most recent calendar or fiscal-year end tax return was filed
 by the borrower. (A balance sheet is not required for self-employed borrowers filing
 Schedule C income.) Additionally, if income used to qualify the borrower exceeds the
 two-year average of tax returns, an audited profit and loss statement or signed
 quarterly tax returns obtained from IRS are required.
- Income documentation per AUS findings
- Preliminary Title policy must be no more than 90 days when the note is signed
- Provide a written analysis of the income used to qualify the borrower on the Transmittal Summary or like document(s) in the file. An Income Analysis must be completed for self-employed borrowers.
- When paying off any non-transaction related item (i.e., debts, third party payouts, etc.) that has a balance of \$5,000 or more, paid for by either borrower or seller, to ensure that the total payoffs are accurate, copies of the actual invoices (statements), an updated (current) credit report/refresh or credit supplement reflecting the current balance with a signed amendment (or similar) authorizing disbursement for these account(s) are required. You cannot use the amount listed on the credit report to document the payoff amount.
- All documentation used in qualifying the borrower must be legible and if not in English, will require a full written translation of the entire documentation into English.
- Must authenticate documents obtained from an Internet website and examine
 portions of printouts downloaded from the Internet including the Uniform Resource
 Locator (URL) address, as well as the date and time the documents were printed. The
 lender must visit the URL or the main website listed in the URL if the page is
 password protected to verify the website exists and print out evidence documenting
 the lender's visit to the URL and website.

DOCUMENT EXPIRATIONS

- Credit Alert Interactive Voice Response System (CAIVRS) needs to be run within 30 days of closing
- Preliminary Title policy must be no more than 90 days when the note is signed
- Credit documentation must not be more than 120 days old from the disbursement date
- Appraisals are valid for 120 days and must be dated within 120 days of the disbursement date

AUTOMATED UNDERWRITING

• The last AUS finding, which must match the terms of the loan, must be in the loan file. For all loans, the first submission to the AUS must occur prior to the note date (it cannot be the same as the note date.)

DESKTOP UNDERWRITER (DU)

- All loans must be run through FHA's TOTAL SCORECARD decisioning engine via DU. A copy of the findings must be included in the file
- Must receive an Approve/Eligible

- All conditions outlined in the Findings Report must be satisfied. If TOTAL Scorecard issues an Approve/Eligible and ANY the following applies, or the DU findings indicate you need to downgrade, then the loan must be downgraded to a Refer (and is not eligible): • the mortgage file contains information or documentation that cannot be entered into or evaluated by TOTAL Mortgage Scorecard; additional information, not considered in the AUS recommendation affects the overall insurability of the Mortgage; the Borrower has \$1,000 or more collectively in Disputed Derogatory Credit Accounts (defined as disputed charge off accounts, disputed collection accounts, and disputed accounts with late payments in the last 24 months; exclusions from cumulative balance include: disputed medical accounts; and disputed derogatory credit resulting from identity theft, credit card theft or unauthorized use. To exclude these balances, the Mortgagee must include a copy of the police report or other documentation from the creditor to support the status of the accounts.) the date of the Borrower's bankruptcy discharge as reflected on bankruptcy documents is within two years from the date of case number assignment (see credit section for seasoning requirements) - Per HUD they do not require seasoning or a downgrade for a dismissed bankruptcy. the case number assignment date is within three years of the date of the transfer of title through a Pre-Foreclosure Sale (Short Sale) (see credit section for seasoning requirements); the case number assignment date is within three years of the date of the transfer of title through a foreclosure sale (see credit section for seasoning requirements); the case number assignment date is within three years of the date of the transfer of title through a Deed-in-Lieu (DIL) of foreclosure (see credit section for seasoning requirements); for purchase and non-cash out refinances transactions, if any mortgage trade line reported on the credit report used to score the application, including mortgage line-of-credit payments, during the most recent 12 months reflects: 3 or more late payments of greater than 30 days; OR 1 or more late payments of 60 days plus one or more 30-day late payments; OR 1 payment greater than 90 days late For a cash out transaction if a mortgage trade line reported on the credit report used to score the application reflects a current delinquency or any delinquency within 12 months of case assignment date or a current delinquency the Borrower has undisclosed mortgage debt that reflects: (1) a current delinquency; (2) any delinquency within 12 months of the case number assignment date; or (3) more than two 30 Day late payments within 24 months of the case number business income shows a greater than 20 percent decline over the analysis period. **LOAN PRODUCT ADVISOR** Not allowed (LPA) Formerly known as Loan Prospector (LP) MANUAL UNDERWRITING Not allowed **DELINQUENT FEDERAL** Credit Alert Interactive Voice Response System (CAIVRS) needs to be run within 30 **DEBT** days of closing Borrower may not be denied solely on the basis of CAIVRS information that has not
 - for a new FHA-insured Mortgage unless the delinquency is resolved. 9 of 38

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been verified. Lender must contact the creditor agency using the contact phone number and debt reference number reflected in the Borrower's CAIVRS report If a Borrower is currently delinquent on an FHA-insured Mortgage, they are ineligible

06/22/2020

- Borrowers with delinquent Federal Tax Debt are ineligible. See Qualifying Section for borrowers who have past due federal tax debt and are in a payment plan.
- If the borrower has a tax lien, the underwriter must condition for proof the money owed has been paid in full or paid off in full at closing and must include the current amount of the lien, including all interest and late fees or provide evidence to verify the borrower has entered into a valid repayment agreement with the federal agency to make regular payments on the debt and the borrower has made timely payments for at least three months of scheduled payments. The borrower cannot prepay scheduled payments in order to meet the required minimum of three months of payments. The lender must include the payment amount in the agreement in the calculation of the borrower's DTI ratio. There is no requirement for a record of account or other documentation to reflect tax payment status. For the current tax year (most recent tax filing), if there is evidence the borrower has outstanding tax debt or the if the borrower is in a payment plan, then the monthly tax payment amount must be included in the calculation of the borrower's DTI ratio, but there is no minimum months of payment required to have been made. For prior tax years, if there is evidence the borrower has outstanding tax debt or the borrower is in a payment plan, evidence to verify the borrower has entered into a valid repayment agreement with the federal agency owed to make regular payments on the debt and underwriter discretion can be used to determine the minimum months of payment required to have been made. Even if the 1040s shows payment due as long as there is no other evidence of an outstanding tax debt (i.e., tax liens, payments to the IRS) no additional evidence to reflect payment of the taxes is required. For Amended Tax Returns or Stamped Tax Return option, see the applicable guidance in the Product Profile for further requirements.
- Mortgagees must check public records and credit information to verify that the Borrower is not presently delinquent on any Federal Debt and does not have a tax lien placed against their Property for a debt owed to the federal government
- To verify a delinquent student loan, or loan paid by a government claim, is not a
 defaulted federal loan (when not appearing in CAIVRS or clearly listed on the credit
 report as federal debt or even when reporting as a charge-off on credit report),
 contact 1-800-621-3115 or DCS_Help@ed.gov
- For delinquent federal non-tax debt, including deficiency judgments and other debt
 associated with past FHA-insured mortgages, must include documentation from the
 creditor agency to support the verification and resolution of the debt (the Borrower
 must resolve their federal non-tax debt in accordance with the Debt Collection
 Improvement Act). For debt reported through CAIVRS, the Mortgagee may obtain
 evidence of resolution by obtaining a clear CAIVRS report.
- If CAIVRS indicates the borrower is presently delinquent or has had a foreclosure within the previous three years, the borrower must have CAIVRS updated/cleared and the foreclosure seasoning is based on transfer deed date of the foreclosed property.

LDP/GSA REQUIREMENT

- All parties involved with and who handle the loan file (see instructions in the Resource Center for additional information) must be checked against HUD's Limited Denial of Participation (LDP) list at
- https://www5.hud.gov/ecpcis/main/ECPCIS List.jsp and the General Services
 Administration's (GSA) Excluded Party List at
- https://www.sam.gov/portal/public/SAM/
- Any entity noted on either of the LDP and GSA lists must be removed from the transaction or will cause the loan to be ineligible.
- The parties to verify include, but are not limited to, Buyers (including AKAs on the credit report), Sellers, Loan Officer, Buyers Agent, Sellers Agent, Escrow Officer, Title Officer, Appraiser, Processor, and Underwriter.

MORTGAGE CREDIT	Any mortgage credit reject or mortgage credit sanction will require a second
REJECT/SANCTION	signature from an Operations Manager. The underwriter must justify on their LT why
Reserror SARCHON	they want to overturn another lender's decline and document the file accordingly.
PROPERTY TYPES	Single Family Residence
ELIGIBLE	• 1 Unit
	HUD Approved Condos
	PUDs Attached and Detached
	 Log Homes (refer to section below for requirements)
INELIGIBLE	Income / Investment Property
INCLIGIBLE	 2-4 Unit Properties (including accessory units, in-law units, etc.)
	 Condos without HUD Approvals
	Mobile homes, campers and similar vehiclesSecond Homes
	Excess acreage – CHFA acreage limit 50 acres Colors
	• Co-ops
	Recreational, vacation or "second" homesCondotels
	Mixed-UseLeased Land/leaseholds
	Properties that do not meet FHA requirements Properties that have a Property Assessed Clean Energy (PACE) loan are not eligible.
	 Properties that have a Property Assessed Clean Energy (PACE) loan are not eligible (such as the Home Energy Renovation Opportunity (HERO) Program).
MANUFACTURED HOME	 Manufactured homes must be underwritten by a Level 4 Underwriter, or a second
REQUIREMENTS	review/signature of the property by a Level 4 underwriter is required
REQUIREMENTS	Maximum LTV: 96.50%
	Maximum CLTV: 105.00%
	Singlewide manufactured homes are not eligible
	No leasehold properties
	Manual Underwriting is not permitted
	All manufactured homes must meet HUD requirements
	 Second review/signature of the property appraisal is required by Operations
	Manager or equivalent
	A Certificate of Permanent Location for a Manufactured Home (Certificate of
	Permanent Location) or Affidavit of Real Property for a Manufactured Home
	(Affidavit of Real Property) is required by the state of Colorado when a borrower
	purchases a manufactured home that is permanently affixed to the land, as
	described below, regardless of when the manufactured home was built.
	A copy of the recorded Certificate of Permanent Location or Affidavit of Real
	Property must be provided to CHFA after the closing date and prior to loan purchase.
	If the recorded forms are not yet available, the lender must provide copies of the
	documents that are being processed with the specific locality. These forms are
	available at the Colorado Division of Property Taxation under the Manufactured
	Homes Forms section.
	A checklist that can be used to assist in review can be found on the Resource Center
	or at the following link (designed for use with standard agency products, not all
	PRMG specific requirements may apply):
	http://www.eprmg.net/ResourceCenter/Checklists/FHAManufacturedHomesCheckli
	<u>st.pdf</u>
	Additional Information can be found in the following document and must be
	reviewed and complied with:
	www.eprmg.net/ManufacturedHomeRequirements.pdf

CONDOS

- Must be HUD Approved: https://entp.hud.gov/idapp/html/condlook.cfm or eligible under Single Unit Approval
- For cases assigned on or after 10/15/19, all loans with properties in condo projects must have <u>HUD Form 9991</u> completed. HUD approved projects require sections 1-3 to be completed.
- For cases assigned on or after 10/15/19, all loans with properties in HUD approved condo projects underwriter must ensure all items in the 4000.1 under Requirements for Units in Approved Condominium Projects are met.
- Condo project must be currently approved on HUD approved condo list.
- Single Unit Approvals are eligible.
- Underwriter must certify that there have been no changes to the project since HUD approval that would cause the project to no longer be HUD approved. HUD requires use of Appendix B Certification for Individual Unit Financing, which is available on the Resource Center at the following link:
 https://www.eprmg.net/ResourceCenter/FHAForms/FHA%20condo%20certification.
- Detached condos, meeting HUD's definition of a site condo, do not have to have project approval.
- CHFA Form 770 Lender Certification Condo Approval must be completed by the underwriter after condo review has been completed to confirm project is warrantable. This must be provided once the loan is submitted in CHFA's Loan Reservation System HomeConnection. This form can be found in the Resource Center or is available from the CHFA website at the following link:
- https://www.chfainfo.com/participating-lenders/single-family/programs-forms
- A copy of the blanket insurance policy. The blanket or master condominium and unit policies must meet FHA guidelines.
- A copy of HO-6 policy a.k.a. "walls-in" coverage policy, unless the Participating Lender can document that the master policy provides interior unit coverage, including replacement of interior improvements and betterment coverage to insure improvements that the Borrower has made to the unit. The HO-6 coverage amount must meet FHA guidelines.
- Condo projects involved in monetary litigation may be eligible, if litigation is
 reviewed and approved through <u>condoreviews@prmg.net</u>. Documentation
 regarding the litigation (i.e., court documents) must be submitted to
 <u>condoreviews@prmg.net</u> for review and approval. (If project was by HUD approved
 after litigation date, the litigation would be considered in the approval and not
 required to be reviewed as there would be no changes to the project.)
- Underwriter must certify that there have been no changes to the project since HUD approval that would cause the project to no longer be HUD approved
- For HUD REOs, condominium projects do not need to be currently approved by HUD
- Detached condos, meeting HUD's definition of a site condo, do not have to have project approval.

Condo Single Unit Approvals

- When using the Condo Single Unit Approval, the following LTV restrictions apply:
 - Max LTV 96.5% with Accept from TOTAL Mortgage Scorecard
- Condo Single Unit Approval are only eligible when submitted by the fulfillment center or retail branch to <u>condoreviews@prmg.net</u> with the FHA Single Unit Approval Submission Form and required documentation and an approval on the project is issued through Condo Reviews.
- Follow the steps outlined in Mortgagee Letter 2019-13 to order case number for a property using a Single Unit Approval
- Request for Condo Single Unit Approval should be submitted to <u>condreviews@prmg.net</u> by the fulfillment center or retail branch when all required

		documentation has been obtained and loan has been conditionally approved
	•	The FHA Single Unit Approval Submission Form can be found on the Resource Center
		or at the following link:
		https://www.eprmg.net/ResourceCenter/GeneralForms/FHASingle-
		UnitApprovalSubmissionForm.pdf
	•	Anticipated turn time for FHA Condo Approvals is currently 5-7 business days (but is
		subject to change)
	•	Upon single unit approval, all documentation used in the condo review must be
		uploaded and retained in the loan (case binder)
	•	When Condo Single Unit Approval is used, the following documentation is required:
		HUD Form 9991 (FHA Condo Questionnaire); AUS (TOTAL Scorecard) Findings;
		Certificates of Insurance (as applicable - Property/wind, Liability, Fidelity, FEMA
		Flood Map, Flood including RCV (if required), HO-6 (if Master insurance is not walls-
		in); Recorded copy of CCRs or Declaration of Condominium; Recorded copy of By-
		Laws of Condominium; Recorded copy of Articles of Incorporation of the condo
		association (if unincorporated please advise); Current Annual Budget, Balance
		Statement (Less than 90 days), Financial Distress Resolution (Dated legal document
		evidencing Resolution of Financial Distress); Litigation (Provide copy of
		Complaint(s)); if Leasehold, copy of Lease and Attorney Opinion letter addressing
		that the lease meets FHA Requirements; For projects with Commercial/Non-
		Residential Space: YTD Operating Statement and Prior Year Operating Statement
	•	See the Single-Unit Approval section in the 4000.1 for complete requirements.
		Additionally, PRMG has developed a checklist for reference purposes, which can be
		found at this link:
		https://www.eprmg.net/ResourceCenter/GeneralForms/FHASingleUnitApprovalProc
		ess.pdf
LOG HOMES	•	Log Homes are allowed with the following requirements:
LOGITOWIES		 A minimum of two log home comparable sales must be provided.
		 Comparable sales provided must be of similar quality, construction, and design
		and have similar market appeal and amenities.
		 Appraiser to comment on: local demand, marketability of the property, supply of
		log homes and their appeal in the market. Appraiser must also comment on the
		sufficiency of the unit's living area, interior room size, storage, and adequacy of
		roof pitch, overhangs and exterior finish.
		•
MAXIMUM ACREAGE		Full Appraisal Required May not exceed five (E) acros
	•	May not exceed five (5) acres
PROPERTIES WITH UN- PERMITTED ADDITIONS	•	Allowed.
		Must meet HUD Guidelines.
PROPERTIES WITH	•	Borrowers may purchase a property with an existing Accessory Dwelling Unit (ADU)
ACCESSORY UNIT		subject to applicable FHA guidelines
LEGAL RESTRICTIONS ON	•	There may be no legal restrictions on conveyance (transfer of title) in accordance
CONVEYANCE (FREE		with 24 CFR § 203.41, which would include items like Private Transfer Fees and
ASSUMABILITY)		Community Enhancement Fees unless specifically allowed per 24 CFR § 203.41. (see
		AllRegs for additional information on 24 CFR § 203.41.)
	•	Underwriter must review and confirm that if are legal restrictions on conveyance,
		they are allowed in accordance with 24 CFR § 203.41 and are not further restricted
NEW CONCERNICE		by the product profile (for instance allowable deed restriction types).
NEW CONSTRUCTION	•	If it is a construction loan that is being paid off, where it is a property the borrower
		already owns, the LTVs are based on the occupancy requirements set by HUD in the
		Maximum Loan to Value Ratio section of the 4000.1.
	•	For new construction, if the appraisal on the property is subject to completion per
		plans and specs then the final inspection must be done by an FHA Fee Roster

CONSTRUCTION TO DERMANENT FINANCING	 Inspector. If the appraisal it is subject to repairs, it can be the original appraiser. Note, if a property is more than 90% complete at time of appraisal it should be done subject to repairs and not done subject to plans and specs Allowed, with the following requirements: The permanent loan had interim construction financing that was not provided by FHA or the loan proceeds were used to pay off a builder The loan must meet all FHA policies and documentation requirements for new construction loans Borrowers must be qualified using the estimated real estate taxes based upon the completed property improvements, not the unimproved lot taxes FHA Construction Permanent Mortgage Program is not available (where the FHA loan funds are taken as draws and used to finance the construction of the property) Eligibility for Manufactured Housing in SFHAs The finished grade level beneath the Manufactured Home must be at or above the 100-year return frequency flood elevation. If any portion of the dwelling, related Structures or equipment essential to the Property Value and subject to flood damage for both new and existing Manufactured Homes are located within an SFHA, the Property is not eligible for FHA mortgage insurance unless the Mortgagee obtains:
PERMANENT FINANCING OCCUPANCY	Primary Residence (O/O)
ELIGIBLE BORROWERS	 U.S. Citizen, permanent resident alien or qualified alien Both first time and non-first-time homebuyers are eligible All borrowers must occupy the property as their primary residence within 60 days of closing Non-borrowing parties cannot be on the deed, including non-borrowing spouses ITIN (Individual Tax Payer Identification Numbers) are not allowed; all borrower must have valid and verifiable social security numbers Borrowers with diplomatic immunity are not allowed Borrower must take title in individual names, no trusts, etc. allowed
RESIDENT ALIENS	 Allowed Permanent resident aliens are eligible and must provide evidence of a valid Social Security number. Non-permanent resident alien may be eligible provided: the Property will be the Borrower's Principal Residence; the Borrower has a valid SSN, except for those employed by the World Bank, a foreign embassy, or equivalent employer identified by HUD; the Borrower is eligible to work in the United States, as evidenced by the Employment Authorization Document issued by the USCIS; and the Borrower satisfies the same requirements, terms and conditions as those for U.S. citizens. The Employment Authorization Document is required to substantiate work status. If the Employment Authorization Document will expire within one year and a prior history of residency status renewals exists, the Mortgagee may

assume that continuation will be granted. If there are no prior renewals, the Mortgagee must determine the likelihood of renewal based on information from the USCIS. A Borrower residing in the U.S. by virtue of refugee or asylee status granted by the USCIS is automatically eligible to work in this country. The Employment Authorization Document is not required, but documentation substantiating the refugee or asylee status must be obtained. HUD has confirmed that an "Employment Authorization Document (EAD) is required to substantiate work status" as outlined in the 4000.1 handbook. This means that borrowers with work visas that do not require Employment Authorization Document cards are not eligible unless they have an EAD or if the borrower has a residency type that specifically excludes needing a EAD card (i.e., refugee or asylee status). Borrowers under Deferred Action, the Dreamer's Act or DACA (EAD Code C33, C14, etc.) are not eligible. Although, these individuals may have been granted permission to remain in the U.S. for a period of time, DACA/Deferred Action does not grant a legal status. PRMG requires all borrowers to document proof of legal residency in the U.S. Additionally, they must follow the applicable guidelines for income (typically 2 year history and likely to continue for 3 years as applicable.) A borrower with DACA/Deferred Action status would not be able to meet the borrower eligibility documentation requirements (i.e., green card or meet applicable agency standard guidelines for income) and therefore is not be eligible. **NON-OCCUPYING CO-**Not allowed **BORROWERS NON-OCCUPYING CO-**Not allowed **SIGNERS CURRENT** No restriction, the program is available for both first time and non-first time **HOMEOWNERSHIP** homebuyers. **REQUIREMENTS** At the time of loan closing, the borrowers may have an ownership interest in one residential dwelling. However, the borrower must occupy the CHFA loan as the primary residence. All borrowers must occupy the property as their primary residence within 60 days of closing. Only one CHFA loan program per borrower(s) will be acceptable CHFA requires all borrowers and co-borrowers to individually complete an online or **HOMEBUYER EDUCATION** classroom-based CHFA-approved homebuyer education course provided by a CHFAapproved provider on CHFA's website at the following link: https://www.chfainfo.com/participating-lenders/single-family/homebuyereducation CHFA now endorses two online homebuyer education platforms: eHome America and Framework. Borrowers must access these platforms through one of CHFA's approved providers (refer to link above) to meet the CHFA homebuyer education requirement. Borrowers cannot go directly through Framework or eHome America. Please note: Not all providers offer both platforms In Person Classes No cost to attendees Online Class • Fee - \$99 for first borrower, \$50 for each additional borrower Required one-on-one counseling session via phone by agency staff after completing online course Certificates expire twelve (12) months after date of class Borrower must be under contract prior to expiration of certificate

MANDATORY HOME All homebuyer(s) are encouraged to obtain a one-year home warranty protection **WARRANTY INSURANCE** policy **COVERAGE** The insurance should cover the following items at a minimum: water heater(s), air conditioning, heating, refrigerator, oven/stove/range **POWER OF ATTORNEY** Power of Attorney must be reviewed and approved by fulfillment center Operation Manager Allowed with the following requirements: Power of Attorney (POA) must be limited or specific to the transaction All transaction types allowed Power of Attorney may not be used to sign loan documents if no other borrower executed such documents unless, the Attorney in Fact is a relative or Attorney at Law. POA can be used only for closing documents The attorney-in-fact may not be the seller, appraiser, broker, etc. or have any other direct or indirect financial interest in the transaction A statement that the POA is in full force and effect on the closing date, survives subsequent disability (durable), and has to be revoked in writing, or gives a specific expiration date which survives the closing date A statement of the borrower's name exactly as it will appear on all closing documents Notarized signature of borrower (if executed outside the U.S., it must be notarized at a U.S. Embassy or a military installation) Recorder's stamp, if previously recorded The attorney-in-fact must execute all closing documents at settlement Title policy must not contain any exceptions based on use of POA POA must be recorded along with or immediately prior to the closing documents If a lender determines a Power of Attorney is required by applicable law (so cannot be restricted by investor requirements), lender must include a written statement explaining use of the Power of Attorney and may also be required to provide supporting documentation. A written statement that explains the circumstances of the use of the POA must be included in the loan file. Must met all Agency requirements **LEXIS-NEXIS SEARCH** For any of the following transaction types an email request (which includes a **REQUIREMENT** screenshot or snip of the loan in the FastTrac pipeline) must be sent to QC to have a LexisNexis search run on involved parties to the transactions to ensure there is no relationship between the buyer and seller. (Not all items listed may be applicable to this product, review product profiles for what is allowed). LexisNexis is required for: All short sales All conventional purchase loans using Freddie Mac's Automated Collateral Evaluation (also known as ACE or an appraisal waiver) All contractors involved in a renovation loan with PRMG. In addition, LexisNexis can be requested any time an Underwriter feels it will assist with clearing a questionable area in the loan file. It will also provide evidence in FastTrac imaging that the additional due diligence was taken when additional support is necessary to reinforce that a sound underwriting decision has been made. **QC AUDIT REQUIRED** A QC audit is required if the loan has any of the following high risk characteristics (not all items listed may be applicable to this product, review product profiles for what is allowed): 5-10 financed properties for Second Home and Investment transactions. All 3-4 unit properties.

- All 2-4 unit purchase properties located in the State of New Jersey.
 - All NJ 2-4 unit purchase properties will require a Bank VOD. This should be ordered by the branch for the retail channel and by the fulfillment center for Wholesale/Correspondent channels and will be reviewed as part of the QC process.
- Renovation Loans (203k/Homestyle) Not Required if credit approval is obtained by investor
- When the borrower is currently employed by a party to the transaction or is a
 part of the transaction. Samples of this are when the borrower is employed by
 the Mortgage Broker, Settlement Agent, Title Company, Realtor's Office, the
 borrower is the Real Estate Agent, is the Settlement Agent, Title Officer, etc.
- When the Real Estate Agent is also the Loan Officer on the transaction (Wholesale & Correspondent channels only; not allowed under the Retail channel). Note: Only a few of our products allow this type of relationship. Please check the applicable product profile for your transaction to confirm it is allowed.
- Any loan originated through the Wholesale or Correspondent channel that has a
 VOE only as Verification of Employment/income (No paystubs or W-2's in the
 loan file) requires a VOE revalidation and a full pre-funding QC audit if any
 portion of the income verified from that source is not validated through Day 1
 Certainty. If all income verified from that source is validated through Day 1
 Certainty then the VOE revalidation and pre-funding QC audit are not required.
- Any loan originated through the Wholesale or Correspondent channel that has a VOD only as Verification of Deposit/Assets (No bank statements in the loan file) requires a VOD revalidation unless all borrower assets verified from that source are validated through Day 1 Certainty. If all borrower assets verified from that source are validated through Day 1 Certainty then the VOD revalidation is not required.
- If you receive an error message when attempting to run the loan through DataVerify and there are too many REOs to get a clear report (over 30 REO properties would create this error).

NOTE: The above list applies to credit qualifying loans only.

QC REVALIDATION REQUIRED

- A QC validation is required if the loan has any of the following characteristics (not all items listed may be applicable to this product, review product profiles for what is allowed):
- A revalidation of the VOE (in addition to the audit) is required by the QC Department if the following is used:
 - VOE only used (when allowed by AUS) and not supported by paystub/W2 and
 - Wholesale and Correspondent channels only (not required for retail channel)
- A revalidation of the VOD is required by the QC Department for the if the following is used:
 - VOD only used (when allowed by AUS) and not supported by bank statements and
 - Wholesale and Correspondent channels only (not required for retail channel)
- Note: A Borrower Authorization in name of PRMG may be required to obtain VOD or VOE revalidation if requested by the verifying institution.

INCOME REQUIREMENTS/LIMITS

- Underwriter has the discretion when evaluating the loan file to utilize a more conservative approach to income/expenses for qualification purposes based on the circumstances of the loan.
- All income sources used to qualify borrowers must be legal at the local, state, and federal level. Any income derived from an activity or source that violates Federal, state, or local laws cannot be considered for loan qualification for both selfemployed borrowers and wage earners working for a company.

Income calculations must be included in the file
 If a borrower is currently on temporary disability (including maternal/parental leave), the borrower must provide a letter of intent to return to work and the employer must provide a letter or other communication of the borrower's right to return to work and a description of the employment terms (same as prior to leave). The temporary disability benefits must be used for loan qualification and must not terminate prior to the borrower returning to work, unless the borrower(s) has liquid reserves sufficient to offset reduced income, covering the gap between the benefits expiration and the return to work dates. See 4000.1 for specific requirements. For borrowers with gaps in employment of six months or more (an extended absence), the borrower's current income can be used for qualifying if it can verify and document that: (1) the borrower has been employed in the current job for at least six months at the time of case number assignment; and (2) a two year work history prior to the absence from employment using standard or alternative employment verification. For borrowers with rental income, if a lease agreement is required then the lease agreement must be executed by the landlord and the tenant and all pages of the lease agreement must be included. Housing Assistance Payments (HAPs), which are often known as Section 8 Homeowner Vouchers, where a portion of the mortgage payment is paid directly to the borrower/lender as a subsidy for the mortgage payment on the subject property is not allowed. Household limits are based on household size (family size) and must not exceed the statewide income limit which can be found on CHFA's website:
 https://www.chfainfo.com/participating-lenders/single-family/Pages/IPPL.aspx
• N/A
• N/A
• N/A
 For purchases - The property Seller must have taken title to the subject property more than 90 days prior to the contract date on the sale of the property to the applicant. Property flipping is a practice whereby a recently acquired property is resold, often for a considerable profit. If there is a partial continuity of ownership, a quit claim deed transaction is not a sale and is not subject to the rules prohibiting property flipping. The use of a quit claim will not be deemed a flip as long as at least one of the original owners retains an ownership interest in the property after the quitclaim is recorded. The seller's date of acquisition is defined as the settlement date on the seller's purchase of that property. Must obtain a 12-month chain of title documenting compliance with time restrictions on resales. If the seller has taken title within the past 91 to 180 days and the new sales price exceeds the previous sales price by 100% or more, a second FHA appraisal (by another appraiser) is required. The borrower is not allowed to pay for the Second appraisal. The Anti-Flipping requirements do not apply to the exceptions below: properties acquired by an employer or relocation agency in connection with the relocation of an employee; resales by HUD under its REO program;

	 sales by other U.S. government agencies of Single Family Properties pursuant to programs operated by these agencies; sales of Properties by nonprofits approved to purchase HUD owned Single Family Properties at a discount with resale restrictions; sales of Properties that are acquired by the seller by inheritance; sales of Properties by state and federally-chartered financial institutions and Government-Sponsored Enterprises (GSE); sales of Properties by local and state government agencies; and sales of Properties within Presidentially-Declared Major Disaster Area, only upon issuance of a notice of an exception from HUD. The restrictions listed above and those in 24 CFR § 203.37a do not apply to a builder selling a newly built house or building a house for a Borrower planning to use FHA-insured financing. The re-execution of the sales agreement in order to circumvent the 90-day flipping rule is not be permitted Evidence of required seasoning must be documented in the file.
VALUE FOR LTV/CLTV CALCULATION	See below to determine Adjusted Value
PURCHASE	Use lesser of purchase price less any inducements to purchase; or the Property Value (appraised value)
PURCHASE	 If there is evidence that borrower, a member of the borrower's family or party who has a clearly defined interest in the borrower (i.e., close family friend) previously owned a home being purchased that was a distressed sale (i.e., short sale) or foreclosure by the borrower or borrower's family member, the borrower may not purchase the property, regardless of the length of time since the distressed sale/foreclosure or the number of owners between the distressed sale/foreclosure and current owner. Bail outs not allowed. Per HUD, all purchasers listed on the contract of sale must be borrowers, however family members (as defined by HUD may be on the contract and not be a borrower. However, CHFA will not allow non-borrower parties to be deed, including non-
	borrowing spouses. All purchasers listed on the contract of sale must be borrowers
	 All purchasers listed on the contract of sale must be borrowers. Purchase contract assignment (assignment of the sales contract) not allowed.
	 Purchase Transaction Seller Rent Backs of the subject property are limited to 45 days, must be reflected on the sales contract and Closing Disclosure, and are not counted towards borrower's minimum investment requirements. For condos, not allowed between borrower and developer. The Real Estate Certification is required and must be executed prior to closing, except
	where indicated below, on all purchase transactions. The document must be signed all borrowers, sellers and the selling real estate agent or broker. A sample of the form will be available in the Resource Center. Note, the Real Estate Certification is not needed when the sales contract contains a provision that there are no other agreements between parties, and the terms constitute the entire agreement between the parties, and all parties are signatories to the sales contract submitted at the time of underwriting.
	• The Amendatory Clause is required, except where indicated below, on all purchase transactions when the appraised value is not available at the time of purchase contract execution. The document must be signed by all buyers and sellers involved with the loan transaction. It must be complete, including the sales price, printed seller name and date of agreement. A sample of the form is available in the Resource Center. This document, completely executed by all buyers and sellers involved with the loan transaction, should be included with the file for loan setup for all channels

RATE/TERM REFINANCE CASH OUT REFINANCE	 and should be obtained and executed prior to funding. Note, the amendatory clause is not required on the following transactions: HUD REO sales, FHA's 203(k) loan program or sales in which the seller is Fannie Mae, Freddie Mac, the Department of Veterans Affairs (VA), Rural Housing Services, other federal, state, and local government agencies, a lender disposing of REO assets, or a seller at a foreclosure sale. Not Allowed Not Allowed
REPAIR ESCROW/ESCROW HOLDBACKS	Not Allowed
QUALIFYING	Qualify at note rate
	Installment debt can be paid off to qualify.
	Installment (closed end) debt does not have to be included if they will be paid off
	within 10 months and the cumulative payments of all such debts are less than or
	equal to 5 percent of the Borrower's gross monthly income. The borrower may not pay down the balance in order to meet the 10-month requirement.
	 Accounts for which the borrower is an authorized user must be included in a borrower's DTI ratio unless documentation shows that the primary account holder has made all required payments on the account for the previous 12 months. If less than three payments have been required on the account in the previous 12 months, the payment amount must be included in the borrower's DTI.
	All deferred obligations (excluding student loans), regardless of when they will begin,
	must be included in the qualifying ratios. The lender must obtain evidence of: the deferral; the outstanding balance; the terms of liability; and the anticipated monthly payment. If the actual monthly payment is not available for installment debt, the lender must utilize the terms of the debt or 5 percent of the outstanding balance to establish the monthly payment.
	 For cases assigned prior to 6/30/16, for all deferred student loans, if the actual monthly payment is zero or is not available, the lender must utilize 2 percent of the outstanding balance to establish the monthly payment.
	 For cases assigned prior to 6/30/16, for student loans currently in a standard
	repayment plan, the required monthly payment is to be used for qualification purposes. For student loans currently in an income based repayment plan (there are various income based student loan repayment plans, some include increasing repayment amounts), utilize the payment noted on the income based repayment agreement. The current payment can be used even if a payment increase is reflected on an agreement. If a monthly payment is not reflected on the credit report then documentation as evidenced by a monthly payment statement, a letter from creditor or a repayment schedule, is required to verify monthly payment.
	 For cases assigned on or after 6/30/16, student loans must be included in the
	borrower's liabilities, regardless of the payment type or status of payments (deferred or in payment status). If the payment used for the monthly obligation is: (1) less than 1 percent of the outstanding balance reported on the Borrower's credit report, and (2) less than the monthly payment reported on the Borrower's credit report; then written documentation must be obtained of the actual monthly payment, the payment status, and evidence of the outstanding balance and terms from the creditor. Regardless of the payment status, use either: (1) the greater of: (a) 1 percent of the outstanding balance on the loan; or (b) the monthly payment reported on the Borrower's credit report; or (2) the actual documented payment, provided the
	payment will fully amortize the loan over its term.
	For 30 day accounts, must verify the borrower paid the outstanding balance in full on
	every 30-Day account each month for the past 12 months. 30-Day Accounts that are

- paid monthly are not included in the Borrower's DTI. If the credit report reflects any late payments in the last 12 months, must utilize 5% of the outstanding balance as the Borrower's monthly debt to be included in the DTI. Must use the credit report to document that the borrower has paid the balance on the account monthly for the previous 12 months. Must use the credit report to document the balance, and must document that funds are available to pay off the balance in excess of the funds and reserves required to close the mortgage.
- For revolving accounts, must include the monthly payment shown on the credit
 report for the revolving charge account. Where the credit report does not include a
 monthly payment for the account, must use the payment shown on the current
 account statement or 5% of the outstanding balance. Must use the credit report to
 document the terms, balance and payment amount on the account, if available.
 Where the credit report does not reflect the necessary information on the charge
 account, must obtain a copy of the most recent charge account statement or use 5%
 of the outstanding balance to document the monthly payment.
- If a credit report shows an asterisk next to the payment, it can be an indication that the payment listed is not the required monthly minimum payment amount, and as such will require supplemental documentation to support the payment, as required by the agency or, if revolving, 5% of the balance can be used for the payment.
- Paying off revolving debt to qualify is allowed. The debt includes any revolving debt that is being paid off and not included in the ratios. Account must be paid in full prior to or at closing and documentation must be provided evidencing repayment. Source of funds must be documented (proceeds on a cash out transaction are acceptable.) Accounts are not required to be closed.
- For non-HELOC loans, when qualifying a borrower that has a non-subject negative amortization or interest only loan, use the fully amortized payment
- For any additional properties, obtain a recent payment coupon or other documentation to ensure the loan is qualified using the full PITIA.
- The percentage of non-taxable income that may be added cannot exceed the greater
 of 15% or the appropriate tax rate for the income amount, based on the borrower's
 tax rate for the previous year. If the borrower was not required to file a federal tax
 return for the previous tax reporting period, gross up the non-taxable income by
 15%. Any additional adjustments or allowances based on the number of the
 borrower's dependents is not allowed
- If the borrower has a tax lien, the underwriter must condition for proof the money owed has been paid in full or paid off in full at closing and must include the current amount of the lien, including all interest and late fees or provide evidence to verify the borrower has entered into a valid repayment agreement with the federal agency to make regular payments on the debt and the borrower has made timely payments for at least three months of scheduled payments. The borrower cannot prepay scheduled payments in order to meet the required minimum of three months of payments. The lender must include the payment amount in the agreement in the calculation of the borrower's DTI ratio. There is no requirement for a record of account or other documentation to reflect tax payment status. For the current tax year (most recent tax filing), if 1040s or other documentation shows the borrower has outstanding tax debt for the current tax year, evidence of payment of the taxes due (or evidence borrower is on a payment plan with at least three months payment required to have been made in lieu of full payment as long as the borrower qualifies with the payment in the ratios) is required. If the check to the IRS has not yet cancelled (copy of the uncashed check not required), the file must reflect the borrower's ability to pay (borrower must have enough assets after backing out funds used for transaction and reserves). For prior tax years, if there is evidence the borrower has outstanding tax debt or the borrower is in a payment plan, evidence to

- verify the borrower has entered into a valid repayment agreement with the federal agency owed to make regular payments on the debt with at least three months payment required to have been made. For Amended Tax Returns or Stamped Tax Return option, see the applicable guidance in the Product Profile for further requirements.
- In community property states, tax liens of any non-borrowing spouse must be paid. The credit history of the non-borrowing spouse in regards to the lien does not have to be considered, but the tax liens have to be paid.
- To calculate DTI for loans with subordinate HELOCs (for all properties): If there is a balance, use the payment that is reflected on the credit report. If there is no payment on the credit report, obtain a copy of the billing statement, or note to determine the payment amount, based on the terms of the note, or the statement. If there is no balance, a payment does not need to be included.
- For borrowers with collection accounts, if the cumulative outstanding balance of all collections of all borrowers is less than \$2,000, the lender is not required to consider or evaluate collection accounts. If the cumulative outstanding balance of all collections of all borrowers is equal to or greater than \$2,000, the lender must include monthly payments in the borrower's debt-to-income ratio for accounts that will remain open subsequent to closing or require the collection account to be paid off as described as follows (also see Credit Section): At the time of or prior to closing, payment in full of the collection account (verification of acceptable source of funds required). The borrower makes payment arrangements with the creditor. If the borrower has entered into a payment arrangement with the creditor, a credit report or letter from the creditor verifying the monthly payment is required. The monthly payment must be included in the borrower's debt-to-income ratio. If evidence of a payment arrangement is not available, the lender must calculate the monthly payment using 5% of the outstanding balance of each collection, and include the monthly payment in the borrower's debt-to-income ratio. Note, All medical collections and charge off accounts are excluded from this requirement and do not require resolution. Collection accounts of a non-purchasing spouse in a community property state are <u>included</u> in the cumulative balance.
- For borrowers with a court ordered judgment where the borrower has an agreement with the creditor to make regular and timely payments, a copy of the agreement and evidence that payments were made on time in accordance with the agreement, and a minimum of three months of scheduled payments have been made prior to credit approval is required. Note, borrowers are not allowed to prepay scheduled payments in order to meet the required minimum of three months of payments. The payment amount in the agreement must be included in the calculation of the borrower's debt-to-income ratio. Judgments of a non-purchasing spouse in a community property state must be paid in full, or meet the exception guidance for judgments above, unless excluded by state law.
- If borrower or non-occupant co-borrower will not be occupying the subject property
 (i.e., borrower on second home or investment property and any non-occupying co borrower) does not have a current housing expense, because they state they live rent
 free on the 1003, proof they live rent free must be provided. Acceptable
 documentation would include, but is not limited to, an LOE from the owner/landlord
 of the residence where they currently live.
- For contingent/co-signed liabilities, follow HUD guidelines which will allow the
 payment to be excluded from monthly liabilities only if (1) documentation is provided
 to evidence that the other party to the debt has been making regular on-time
 payments during the previous 12 months and does not have a history of delinquent
 payments on the loan; or (2) documentation is provided which verifies and
 documents that there is no possibility that the debt holder will pursue debt collection

CURRENT PROPERTIES BEING CONVERTED TO SECOND HOMES OR INVESTMENT PROPERTIES	 against the borrower should the other party default. If a borrower is on title (has ownership interest) and is on the note to other properties besides the subject property, follow FHA guidelines for contingent liabilities for both the P&I payment as well as the taxes, insurance and additional items (association fees) (TIA). If borrower is just on title, and not obligated on the note for non-subject properties, the TIA does not have to be included in borrower's ratios as long as documentation is provided to show 12 months' satisfactory payments by the other party who is on title and the note, in alignment with contingent liability requirements. If the taxes and insurance are not escrowed or the property is owned free and clear, and the TIA is not paid on a monthly basis (i.e. annually, semi-annually) then a sufficient history of payments made by the other party on title must be presented to make a reasonable conclusion that it will continue. The other party making the payments must be both on the note (if there is a lien) and on title (in all cases) in order to exclude N/A
RATIOS	For locks prior to 3/2/20: DTI ratio determined by AUS Findings
	• Effective for all locks on or after 3/2/2020: 50.00% DTI limit for borrowers with a mid
	FICO of 620 to 659. 55.00% DTI limit for borrowers with a mid FICO of 660 or above
TEMPORARY BUYDOWNS CREDIT	Not allowed Not all times a second with ULID avidations as his at the arms additional materiations.
	 Must at all times comply with HUD guidelines, subject to any additional restrictions listed in this product profile DE Underwriter Final Loan Approval Date cannot be after Note Date. The use of a U.S. address to obtain a credit report for a borrower who resides in another country is not permitted. If the borrower's credit report contains a FACTA credit alert, the completed Fraud Alert Confirmation form must be in the file (available via Resource Center). Qualifying FICO score is determined by using the middle of three or lowest of two scores. If there are multiple borrowers, then use the lowest representative score of all borrowers to qualify. If only one score is available, then use the one provided. A three repository merged (tri-merge) credit report (TRMCR) or Residential Mortgage Credit Report (RMCR) from an independent consumer-reporting agency is required. All borrowers must have a credit score; non-traditional credit is not allowed. The credit report for the mortgage history must be updated to include the payment made for the most recent month due. See Qualifying section for capacity analysis for all loans with collections and judgments. Court ordered judgments must be paid off (or provide evidence they have been satisfied). Judgments of a non-borrowing spouse in a community property state must be resolved or paid in full, with the exception of obligations excluded by state law. An exception to the payoff of a court ordered judgment may be made if the borrower has an agreement with the creditor to make regular and timely payments. The borrower must provide a copy of the agreement and evidence that payments were made on time in accordance with the agreement, and a minimum of three months of scheduled payments have been made prior to credit approval. Borrowers are not allowed to prepay scheduled payments in order to meet the required minimum of three months of payments. For loan

- evidence of payment in full, if paid prior to settlement; the payoff statement, if paid at settlement; or the payment arrangement with creditor, if not paid prior to or at settlement, and a subordination agreement for any liens existing on title
- Chapter 7 and 13 bankruptcies must be discharged at least 2 years to the case number assignment date and the borrower has re-established their credit or chosen not to incur new credit obligations.
- Borrowers with a loan modification or short refinance in their credit history are
 eligible. A mortgage that has been modified must utilize the payment history in
 accordance with the modification agreement for the time period of modification in
 determining late housing payments. If mortgage payment history requirements (as
 required by HUD for mortgage history) since the date of loan modification are not
 met, a downgrade to a manual underwrite is required and not allowed
- Short sales (Pre-Foreclosure Sales) within the last 3 years to the case number assignment date are not allowed
- Foreclosure: Foreclosures within the last 3 years to the case number assignment date are not allowed.
- For a borrower that had an FHA mortgage foreclosed, that borrower is not eligible to apply for another FHA mortgage until three years after the date that HUD paid the insurance claim to the lender.
- Deed-in-lieu of foreclosures are considered foreclosures and require 3 year seasoning to the case number assignment date
- Must obtain a credit report for a non-borrowing spouse who resides in a community property state, or if the subject property is located in a community property state. The credit report must indicate the non-borrowing spouse's SSN, where an SSN exists, was matched with the SSA, or the must either provide separate documentation indicating that the SSN was matched with the SSA or provide a statement that the non-borrowing spouse does not have an SSN. Where an SSN does not exist for a non-borrowing spouse, the credit report must contain, at a minimum, the non-borrowing spouse's full name, date of birth, and previous addresses for the last two years.
- The debts of a non-purchasing spouse must be included in the borrowers qualifying ratios if the borrower resides in a community property state or the property is located in a community property state unless that debt is specifically excluded by state law. The underwriter must ensure the debt that is not being included complies with state law and the debt can in no way effect the new first trust deed lien. Additionally, if the debt being excluded is a mortgage lien, it is important to ensure the current loan transaction is not being used to provide a bail out for the other mortgage lien.
- Non-borrowing spouse's credit history cannot be used when making a credit decision on the loan. Derogatory event on any property held against borrower only if it appears on their credit report or if they are obligated on note. Derogatory event not held against borrower even if a property appears on a joint tax return, the borrower lives in a property or the borrower is on title.
- In addition to other listed requirements regarding disputed accounts, if a disputed account is a borrower's verified previously delinquent mortgage trade line, which may affect the credit decision of the AUS, information regarding the dispute must be obtained. The underwriter must verify that the AUS is considering the previously delinquent mortgage in the credit decision. If it is unclear if the previously delinquent mortgage is being considered (and based on underwriter discretion, the delinquent mortgage may impact the credit score/AUS decision), the dispute should be removed at the bureau level, credit report re-run to reflect accurate credit message without dispute, and the AUS re-run to include account in the AUS decision. For instance, a zero balance where the last activity is more than 3 years prior to the credit report

	date may be determined by the underwriter to not require the dispute to be removed.
	MERS search must be run on borrower
	PRMG does not allow use of extenuating circumstances in the credit decision for
	reduced seasoning or satisfactory credit requirements.
CASH RESERVES	TOTAL Scorecard: None required, however, subject to underwriter discretion or per
CASIT RESERVES	"DU" recommendation;
	Cash saved at home allowed, must meet all HUD requirements to be able to use for
	the transaction and for verification of funds
	All verifications of funds, including the most recent asset account statements, must
	be dated within 45 days of the loan application or an updated statement is required.
REQUIRED DOWN	Required 3.50% minimum down payment (gifts allowed-see gift section below for
PAYMENT	details).
	Minimum borrower investment \$1,000 (may be a gift).
REQUIRED DOWN	Required 3.50% minimum down payment (gifts allowed-see gift section below for
PAYMENT /SOURCE OF	details).
FUNDS	Financial contribution must be at least \$1,000 (may be a gift)
	Funds that are brought to closing (i.e., cashier's checks or wire) by the borrower must
	be verified as belonging to the borrower. The required funds from the borrower do
	not have to be from an institution that was sourced in the loan file, as long as the
	borrower has sufficient funds in the sourced accounts to cover the amount of funds
	brought to closing. If the funds are not able to be confirmed as belonging to the
	borrower, the funds would be ineligible. This guidance is only in regards to borrower
	funds, <u>not</u> gift funds.
	For loans with prorated seller paid taxes (taxes that have been prepaid by the seller
	on the subject property), the prorated taxes can reduce the funds required at closing,
	however, the loan file must still contain documentation that borrower has 3.5% (or
	required minimum required investment (MRI) for transaction) of their own funds (or
	other acceptable source of MRI), even though they may not actually contribute the
	actual 3.5% (or required MRI) at closing because the seller prorated tax credit is an
	acceptable source to meet the MRI. In other words, the prorated tax credit cannot
	be used in the documented assets considered to meet the MRI but can be credited at
	closing. • Access letter required for any accounts where a non-borrowing party is on the
	 Access letter required for any accounts where a non-borrowing party is on the account (including a non-borrowing spouse)
	Direct verification by a third-party asset verification vendor (i.e., AccountChek) is
	allowed in accordance with HUD as addressed in ML 2019-01
	When borrower's funds-to-close are from a 401k, IRA, or other retirement account,
	proof of liquidation is required, regardless of Total Scorecard response
	Sweat Equity not permitted
	Bridge loans are not allowed
	Business funds are permitted, but must be documented and business tax returns
	would be required. Additionally, business funds from a partnership or corporation
	may not be used to meet any required minimum down payment requirements unless
	a borrower is 100% owner or the DE Underwriter obtains documentation that the
	borrower has access to the funds to be used as their required minimum down
	payment. In all cases, business funds being used for funds to close or reserves are
	allowed as long as there is a CPA letter or evidence to confirm it will not negatively
	affect the business. If business is a partnership, written permission from the other
	partners is required.
	All asset sources used to qualify borrowers must be legal at the local, state, and
	federal level. Any assets derived from an activity or source that violates Federal,

- state, or local laws cannot be considered for loan qualification for both self-employed borrowers and wage earners working for a company.
- Cash deposits over 1% of the adjusted value require an explanation from the borrower as to how they were accumulated in alignment with HUD's requirement for cash on hand.
- Cryptocurrency, digital currencies or altcoins (i.e. Bitcoins, Litecoin, Ethereum, etc.) may not be included as financial assets for mortgage qualification purposes and is an ineligible source of funds for down payment, closing costs or reserves unless being converted into U.S. currency. To be used as a source of funds for down payment, closing costs, or reserves, cryptocurrency, digital currencies or altcoins must be converted into U.S. currency and be held within a U.S. Financial Institution and verified prior to underwriting final approval. In addition to the verification of U.S. currency, the borrower(s) must be able to provide acceptable documentation for the source of funds used to initially acquire the cryptocurrency prior to the conversion.
- If the borrower's source of funds are from a country included on the OFAC Sanctioned Countries List that is found in the Resource Center, the funds are not eligible for use in the transaction.
- Must verify and document the deposit amount and source of funds if the amount of the earnest money deposit exceeds 1% of the sales price or is excessive based on the borrower's history of accumulating savings, by obtaining: a copy of the borrower's cancelled check; certification from the deposit-holder acknowledging receipt of funds; or a VOD or bank statement showing that the average balance was sufficient to cover the amount of the earnest money deposit at the time of the deposit. If the source of the earnest money deposit was a gift, must verify that the gift is in compliance with gifts as allowed per HUD.
- Must verify and document the existence of and amounts in the borrower's checking and savings accounts. For recently opened accounts and recent individual deposits of more than 1% of the Adjusted Value of the property, must obtain documentation of the deposits. Must also verify that no debts were incurred to obtain part, or all, of the minimum required investment.
- All verifications of funds, including the most recent asset account statements, must be dated within 45 days of the loan application or an updated statement is required.

GIFT FUNDS

- Allowable donors include:
 - Borrower's family member (as defined by HUD)
 - The borrower's employer or labor union
 - Charitable organizations
 - Government agencies
 - A close friend with a clearly defined interest in the borrower (family members, such as a cousin, who are not considered family members by HUD can be documented as a close friend and still be an eligible donor, but must reference "close friend" in the letter as their relationship.)
 - a governmental agency or public entity that has a program providing homeownership assistance to low or moderate income families; or first-time homebuyers.
- Gift letter required. All gift letters must include the following:
 - Name, address and phone number of the donor and the borrower.
 - Dollar amount of the gift.
 - Relationship between the donor and the borrower.
 - Specification that no repayment is required.
 - Signatures of both the donor and the borrower.
- Must verify and document the transfer of gift funds from the donor to the Borrower in accordance with the following:

If the gift funds have been verified in the Borrower's account, obtain the donor's bank statement showing the withdrawal and evidence of the deposit into the Borrower's account. If the gift funds are not verified in the Borrower's account, obtain the certified check or money order or cashier's check or wire transfer or other official check evidencing payment to the Borrower or settlement agent, and the donor's bank statement evidencing sufficient funds for the amount of the gift. If the gift funds are not verified in the Borrower's account, obtain the certified check or money order or cashier's check or wire transfer or other official check evidencing payment to the Borrower or settlement agent, and the donor's bank statement evidencing sufficient funds for the amount of the gift. If the gift funds are being borrowed by the donor and documentation from the bank or other savings account is not available, the donor must provide written evidence that the funds were borrowed from an acceptable source, not from a party to the transaction. Regardless of when gift funds are made available to a Borrower or settlement agent, the Mortgagee must be able to make a reasonable determination that the gift funds were not provided by an unacceptable source. When a borrower receives a gift from an acceptable source and the donor's bank statement shows a large deposit (which HUD defines as more than 1% of the Adjusted Value of the property), evidence of the source of funds is required to ensure any funds given to the borrower were not made available to the donor from any person or entity with an interest in the sale of the property including the seller, real estate agent, broker, loan officer or any other entity associated with the transaction. Per HUD, cash deposits are acceptable to be used as gift funds, as long as they have been deposited into a bank (as they are no longer considered cash), but are subject to the same sourcing requirements (note, Cash on Hand is not an acceptable source of donor gift funds). **CONTRIBUTIONS BY AN** 6% of lesser of sales price or appraised value. **INTERESTED PARTY** Not allowed for payment of condominium fees, personal property or down payment assistance **SUBORDINATE** This product may be layered with the following down payment and/or closing cost **FINANCING** assistance options: Locality programs to be used for closing costs and/or down payment assistance as per individual requirements The locality subordinate loans must meet FHA guidelines The maximum CLTV must meet Agency requirement In the case of conflicting guidelines, the lender must follow the more **ADDITIONAL DOWN** Access the PRMG Eligible DPA list and a link to the synopsis that must be reviewed by **PAYMENT ASSISTANCE** the loan officer, processor and underwriter to ensure all requirements for the DPA **REQUIREMENTS** are met at the following link: http://www.eprmg.net/ResourceCenter/PoliciesProceduresInformation/PRMG%20D PA%20List.pdf All lenders are required to follow the guidelines of the Funded Down Payment Assistance from non-profit organizations. These programs are permitted in accordance with FHA guidelines and the following additional restrictions. Originating Lenders are responsible to guarantee that they have verified the Originating Lender Funded Down Payment Organization has not been listed on the website below. To ensure the non-profit status is acceptable to HUD, the homebuyer must enter into the Sales Contract/Purchase Agreement (including any amendments to purchase

price) on, or before, the date the IRS officially announces a termination of the

organization's tax-exempt status.

- A printed copy of this web site page showing the agency has not had their tax-exempt status terminated by the IRS prior to the date of the Sales Contract/Purchase Agreement must be included in each loan file submitted for underwriting.
- Originating Lenders may use any non-profit agency acceptable per HUD guidelines, provided however that a copy of the web page discussed in this section supports the tax-exempt status of such agency. It is recommended that Originating Lenders also apply the following additional criteria when approving loans with down payment assistance funds provided by these agencies.
 - Originating Lender should have on file an IRS Letter of Determination verifying
 the organization providing gift funds is a non-profit corporation under Section
 501© (3) exempt from taxation under Section 501(a) of the Internal Revenue
 Code. There must not be an identity of interest between the donor (property
 Originating Lender, builder or developer) and the non-profit organization.
 - The Federal Tax Identification Number of the non-profit must be entered in the FHA CHUMS field designated for a charitable organization's tax ID#. Failure to do so may result in an uninsurable loan.
 - The gift should only be used toward the homebuyer's down payment and closing costs. The loan file should contain a Gift Letter stating that no repayment of the gift is required.
 - Originating Lender should inform the appraiser of the gift transaction and the dollar amount being used as down payment assistance. The sales price should not be increased to accommodate the down payment assistance.
 - The closing agent must confirm the gift funds have been properly deposited in an
 escrow account and that the gift funds came directly from the non-profit. Gift
 funds cannot be disbursed from the Originating Lender's proceeds at the
 borrower's closing.

MORTGAGE CREDIT CERTIFICATES (MCC)

- CHFA's MCC is only allowed with the SmartStep Plus product. CHFA charges an MCC Program administration fee of two hundred fifty dollars (\$250) for each MCC with a CHFA Loan, and the Lender must collect the fee on behalf of CHFA when you add a CHFA MCC to a CHFA loan
- When using CHFA's MCC, Lender may charge MCC Lender Processing fee of \$200
- Mortgage Credit Certificates (MCC) are payment subsidies issued by a government entity to qualifying homebuyers. It may be in the form of direct payments or tax rebates/credits.
- The MCC cannot restrict the transfer of ownership or servicing rights of the first Mortgage. In addition, it may not require prior notification or approval from the sponsoring authority in the event of the transfer of the first Mortgage's servicing rights.
- When qualifying the borrower and calculating the borrower's debt-to-income ratio, treat the maximum possible MCC income as an addition to the borrower's income, rather than as a reduction to the amount of the borrower's mortgage payment. Use the following calculation when determining the available income: [(Mortgage Amount) x (Note Rate) x (MCC %)] ÷ 12 = Amount added to borrower's monthly income.
- If the borrower obtaining the MCC needs the monthly subsidy to qualify, then the loan file must contain all of the following:
- Copy of the Mortgage Credit Certificate (A Commitment in lieu of the Certificate will not satisfy this requirement), Copy of the W-4 and worksheet (must include calculations and adjustments to income), MCC Worksheet
- PRMG is responsible for compliance with all requirements of the issuing authority and must verify PRMG is approved to participate as a lender in the program.
- On retail transactions, Loan Officer to verify that PRMG is approved with the issuing

MCC and if specific training is required by the lender, the Loan Officer must complete the training. If any training is required by other staff (besides the loan officer) it must be approved by management. If PRMG needs to be approved by issuing MCC, Loan Officer can request application be submitted by PRMG for approval. Loan Officer is responsible for obtaining any paperwork, etc. from the MCC. Must complete the MCC screen in FastTrac and review the below document. Additional information about Mortgage Credit Certificates can be found here: http://www.eprmg.net/MortgageCreditCertificates.pdf **HUD REOS** Must meet all of HUD's requirements in regards to HUD REOs • Must be owner occupied Title policy is required Full "as is" appraisal required Mortgagees must order a new appraisal that is valid for a HUD REO property financed with an FHA-insured mortgage The mortgagee must retain copies of all appraisals available to the mortgagee in its loan file. Effective 9/30/16, HUD must approve any real estate broker wishing to list properties or represent buyers in sales transactions of HUD REO Properties and closing agents must meet the requirements as outlined in the 4000.1 in order to conduct a closing on a sales transaction of a HUD REO Property. **PURCHASING A SHORT** A borrower purchasing a property from a seller who is selling their home for less than SALE the amount owed to the lender is considered a short sale. Borrowers purchasing a home that is being sold under a short sale are generally eligible provided: The transaction is arm's length involving a realtor and formal sales contract. There is no relationship or identity of interest between buyer and seller as defined in Handbook 4000.1 Short sale approval letter from all existing mortgage lien holders accepting the discounted sales price on the subject property must be provided and retained in the loan file. All liens are extinguished with the sales proceeds.

- Any earnest money deposits must be verified with a bank statement or a print out from the bank at the time the earnest money check cleared the borrower's account, regardless of amount.
- Full interior/exterior appraisal is required, regardless of AUS.
- The borrower is not involved in negotiations with the lien holder(s) to facilitate the short sale.
- An in-depth review of the following must be completed for any inconsistencies
 detected in the transaction. Documentation of the resolution of any questionable
 items must be included in the loan file: Purchase contract (including all addendums
 and short sale addendum), Appraisal, Title, Hud-1
- There are cases where the borrower may elect to pay additional fees or payments related to acquiring the property that is typically the responsibility of the seller. In these instances, the following requirements apply:
 - The borrower must be provided with written details of the additional fees or payments. The additional funds required to complete the transaction must be documented on the purchase contract and/or addendum.
 - The servicer or servicers agreeing to the short sale must be provided with written
 details of the fees or payments and has the option of renegotiating the payoff
 amount to release the lien(s) against the subject property.
 - All parties (buyer, seller, and servicer) must provide their written agreement of the final details of the transaction which must include the additional fees or payments.

• The HUD-1 must include all fees and payments associated with the transaction. Note: If the borrower pays short sale processing fees or short sale negotiation fees, the fee must be treated as a sales concession if any portion of the fee is reimbursed by an interested party to the transaction. **NON ARM'S LENGTH** Identity of Interest/Non Arm's Length transactions are limited to a max LTV of 85%. TRANSACTIONS/IDENTITY An identity of interest transaction is a transaction for the purchase of a principal **OF INTEREST** residence between parties with a familial or business relationship or business affiliates The following are NOT considered identity of interest/non-arm's length transactions and are eligible for maximum financing: A family member purchasing another family member's principal residence An employee of a builder purchasing one of the builder's new homes or models as a principal residence A current tenant purchasing the property that the tenant has rented for at least 6 months prior to the sales contract. A lease or other written evidence must be submitted verifying occupancy. Sales by corporations that transfer employees out of an area, purchase the transferred employee's home, and then resell to another employee. If the property being sold from one family member to another is the property seller's investment property, the maximum mortgage is the lesser of 85% of the sales price or appraised value OR the current maximum mortgage calculation formula unless the family member has been a tenant in the property for at least six months immediately predating the sales contract. A lease or other written evidence must be submitted to verify occupancy. If there is an identity-of-interest between the buyer and seller, commission from the sale or listing of the property cannot be used for the down payment. **REAL ESTATE AGENT ALSO** Not allowed on retail or correspondent transactions LOAN OFFICER/BROKER For wholesale transaction only, unless restricted by state law, allowed if broker is not an approved HUD lender QC Audit Required MORTGAGE INSURANCE All loans, regardless of LTV require mortgage insurance. Mortgage Insurance Premiums are listed below as "Upfront Amount/Monthly Fee." LOANS CLOSED/DISBURSED PRIOR TO JANUARY 27, 2017 AND CASE NUMBERS ASSIGNED ON OR AFTER JANUARY 26, 2015 - ALL LOAN PURPOSES Loan Terms > 15 Years LTV/Base Loan Amount ≤ 95% > 95% <=\$625,500 1.75%/.80% 1.75%/.85% >\$625,500 1.75%/1.00% 1.75%/1.05% Loan Terms ≤ 15 Years LTV/Base Loan Amount ≤ 78% >78% and ≤ 90% > 90% <=\$625,500 1.75%/0.45% 1.75%/0.45% 1.75%/0.70% >\$625,500 1.75%/0.95% 1.75%/0.45% 1.75%/0.70% For all loan terms with LTVs <=90% cancellation of the annual (monthly) premium will occur after the borrower has paid the premium for eleven years For all loan terms with LTVs >90% the annual (monthly) premium will continue for the loan term **APPRAISAL** Additional appraisal requirements can be found in the PRMG Appraisal Guidelines which is available in the Resource Center or at the following link http://www.eprmg.net/ResourceCenter/AppraisalForms/PRMG%20Appraisal%20Gui delines.pdf Traditional appraisal report completed by a state-licensed and HUD approved

- appraiser required on all loans.
- Appraisals are valid for 120 days and must be dated within 120 days of the disbursement date.
- A one-time, 120-day extension of an appraisal that is due to expire and lender does not want to order a new appraisal report is allowed using Form 1004D/442 Appraisal Update with the following conditions:
 - The underwriter has not previously extended the original appraisal for 30 days
 - May be used for existing properties, or for new construction that is incomplete.
 - Must be completed prior to the original appraisal's expiration date.
 - May not be used if the property value has declined.
 - The original Appraiser must perform the update and be in good standing with FHA at the time of the update. The Appraisal Update must be signed by the original appraiser. A supervisory signature is not permitted.
 - The appraiser must include a completed 1004MC Market Conditions Addendum reflecting current market conditions.
 - The appraiser must certify that he/she can observe the improvements that contribute to value (no obstructions), that there are no deficiencies or other significant changes and certify that the property value has not declined.
 - The appraiser must provide photos from the street and from all angles visible from a public way.
 - If used by a subsequent lender who is not identified as the Client in the original appraisal report, the appraiser must incorporate the original report by attachment rather than by reference.
 - Appraisal may not be over 150 days from funding date if lender allows a 30-day extension as permitted in Handbook 4000.1:II.A.A.a.i.(A)(1)(b)(i)
- Appraisal may not be over 240 days from funding date if lender allows a 120-day extension as permitted by Form 1004D.
- A DE lender may extend the appraisal for 30 days, provided the borrower has signed
 a valid sales contract or is approved for the FHA loan prior to the expiration date on
 the appraisal (the loan approval date is the date the DE underwriter signs the 92900LT Loan Transmittal)
- The effective date of the appraisal cannot be before the FHA case number assignment date unless the lender certifies, via the certification field in the Appraisal Logging Screen in FHAC, that the appraisal was ordered for conventional lending or government-guaranteed loan purposes and was performed by a FHA Roster Appraiser. The lender must ensure that the appraisal was performed in accordance with FHA appraisal reporting instructions as detailed in this SF Handbook and the Appraisal Report and Data Delivery Guide. The intended use of the appraisal must indicate that it is solely to assist FHA in assessing the risk of the Property securing the FHA-insured Mortgage. Additionally, FHA and the lender must be indicated as the intended users of the appraisal report.
- For HUD REO properties, follow HUD guidelines including appraisal is valid for 120 days from the effective date of the appraisal. Additionally, please note that if the buyer is financing the purchase with an FHA-insured mortgage, a valid HUD REO sales contract must be ratified within 120 days of the appraisal effective date or the lender must order a new appraisal or an appraisal update to support the mortgage transaction.
- A 3 year sales history is required on the subject property.
- The seller on the sales contract must be the owner of record.
- PRMG reserves the right to require additional appraisal reviews/reports at the underwriter's discretion.
- If a termite inspection is performed, and the Atlanta HOC is being used, the state

06/22/2020

	mandated pest control form must be used.
DEL/IELL/CECOND	Photographs are required for living rooms, bedrooms, kitchens and bathrooms
REVIEW/SECOND	• A second appraisal is required for properties that are being re-sold within 180 days of
APPRAISALS	acquisition by the seller AND the resale price is 100% or more over the price paid by
	the seller when the property was acquired.
AMNIEDAL	Review appraisals must be completed by a PRMG approved Appraisal Company. The Company of the Company
MINERAL ENDORSEMENTS	 If the Title Commitment or Title Policy reflects severed mineral rights, Colorado Form 100.29 or 100.30 endorsement or its equivalent is required. The Alta Endorsement 9-06 is an acceptable substitution for the 100.29 or 100.30. If the title company is unable or unwilling to provide any such endorsements, then the Participating Lender may be required to provide CHFA, in CHFA's discretion, an Indemnification Agreement covering against loss or damage to improvements on the Property from the use of the surface of the land for extraction or development of
	minerals. (See Section 606.G)
SALES CONTRACT	PRMG will not accept re-negotiated purchase agreements that increase the sales
CHANGES	price after the original appraisal has been completed if:
	 the appraised value is higher than the contracted sales price provided to the appraiser, and
	 the new purchase agreement and/or addendum used to modify the sales price is dated after the appraisal is received, and
	 the only change to the purchase agreement is an increase in sales price.
	If the purchase agreement is re-negotiated subsequent to the completion of the
	appraisal, the loan-to value will be based on the lower of the original purchase price
	or the appraised value, unless:
	 Re-negotiation of only seller paid closing costs and/or pre-paids when seller paid closing costs/pre-paids are common and customary for the market and supported by the comparables or
	 An amended purchase agreement for new construction property is obtained due to improvements that have been made that impact the tangible value of the property. In the event of such changes, an updated appraisal must be obtained to verify the value of the modifications/changes.
MULTIPLE LOANS	May not own another property at time of closing.
RESIDUAL INCOME	Not Required
EVALUATION	Not required
HIGHER PRICED	Allowed within the parameters of Section 35 of CFPB Regulation Z
MORTGAGE LOAN (HPML)	 Must comply with all limitations and requirements of HPML loans as described in PRMG's Compliance Policy regarding HPML-Section 35 loans
	HPML loans must have an escrow account, regardless of LTV
SECTION 32 / HIGH COST	High cost loans are not allowed:
LOAN	 Loan is not a high cost loan as defined by Section 32 of the Federal Truth-in-Lending Act; and
	• Loan is not a high cost loan as defined by applicable state laws and/or regulations.
REAL ESTATE COMMISSIONS	The maximum real estate commission allowed is 8%.
PROPERTY INSURANCE	See PRMG's Resource Center for PRMG Insurance Requirements and Additional Information
ESCROW ACCOUNT	• Flood insurance must be impounded (escrowed) for all loans with a note date of 1/1/16 or later if the property is in a Special Flood Hazard Area (SFHA), designated as a flood zone beginning with A or V, regardless of LTV and/or federal exemptions and is required for the life of the loan. It is not required to be impounded if the flood insurance is paid through the condominium association, HOA dues, etc. Additionally,
	the escrow requirement needs to be stated in the Flood Notice that is provided to

the borrower. As required per HUD, Flood insurance in Special Flood Hazard Areas must be obtained through the National Flood Insurance Program (NFIP). **UNDERWRITING** Effective for loans locked on or after 9/1/20: pre-closing compliance review no longer required Effective for loans locked prior to 9/1/20: Delegated underwriting allowed, although CHFA requires submission of a full Program Compliance file at the time of Program Compliance Review for all Mortgage Loans. Refer to CHFA Form 727 Program Compliance Review Submission Checklist for a specific list of all the required documents due at time of review loans are reviewed within three (3) Business Days after receipt of a complete CHFA Program Compliance Review file. DU underwriting is acceptable provided the loan receives an "Approve" from DU. Manual underwriting and nontraditional credit not allowed. **SUBMISSION** Lenders must fund the First Mortgage Loans at loan closing. All loans will be locked,

INFORMATION

approved, DPA funds requested, and post-closing documents uploaded through the CHFA Loan Reservation System HomeConnection.

All employees, loan officers, or any staff member prior to locking/reserving a loan through HomeConnection are required to complete lender training. Training is available on CHFA's website: https://www.chfainfo.com/participating-lenders/singlefamily/education

Servicing information for participating lenders is available on CHFA website: https://www.chfainfo.com/participating-lenders/single-family/loanservicing

Step 1 Qualify

 Buyers must present an executed sales agreement before being entered into HomeConnection.

Step 2 Reserve

- Reserve funds on HomeConnection: https://chfaconn.chfainfo.com/Account/Login?ReturnUrl=%2f
- Refer to CHFA Form 707 Reservation Worksheet for required borrower and loan information. You will receive a loan number and a message that you've completed the reservation successfully. Receipt of a CHFA loan number or a pipeline status indicating "Reserved" does not mean that CHFA has determined a Borrower or the Property are in compliance with Program requirements. The file will need to be reviewed by CHFA for compliance.
- Zero Percent Second Mortgage Loan Required CHFA Forms (may use lender's version for the LE/CD)
- CHFA Form 375 Second Mortgage Documents Instructions
- CHFA Form 376 Second Mortgage Loan Estimate
- CHFA Form 377 CHFA Second Mortgage Closing Disclosure

Reservation Timeline:

- The loan Delivery period is: 60 days from the date of Reservation
- Forms and documents must be delivered: 90 days after the First Mortgage Loan Purchase Date

Step 3 Underwrite and Certify

- Effective for loans locked on or after 9/1/20: pre-closing compliance review no longer required
- Effective for loans locked prior to 9/1/20: CHFA requires submission of a full Program
 Compliance file at the time of Program Compliance Review for all Mortgage Loans.
 Refer to CHFA Form 727 Program Compliance Review Submission Checklist for a
 specific list of all the required documents due at time of review loans are reviewed
 within three (3) Business Days after receipt of a complete CHFA Program Compliance
 Review file.
- PRMG will be required to register and assign the First Mortgage using MERS to CHFA within five (5) calendar days after purchase of the Loan.

Step 4 Close and Certify

- CHFA will review the Purchase package for completeness and accuracy prior to the Purchase of the Mortgage Loan. Refer to CHFA Form 728 Purchase Review Submission Checklist for a list of all of the required documents. At time of Purchase, the CHFA Loan Analyst will enter the actual amount of the down payment assistance as stated on the Settlement Statement.
- Step 5 SHIP and Submit
- Use CHFA's Document Delivery System in CHFA HomeConnection for uploading documents, unless an original is required. Be sure to follow CHFA Form 738 Post Closing Review Submission Checklist when submitting files.
- Original documents should be mailed to CHFA's offices at 1981 Blake Street, Denver CO 80202.
- Mortgage Electronic Registration System (MERS)
- The CHFA First Mortgage Loan should be closed using a MERS as Original Mortgagee (MOM) Deed of Trust, which must be recorded in the appropriate county. Should the Mortgage Loan be closed using a non-MOM Deed of Trust, the assignment to MERS must be executed by the Participating Lender. CHFA Form 230M, Assignment of Deed of Trust (to MERS), is available at www.chfainfo.com
- If the Mortgage Identification Number (MIN) is omitted or incorrect on the MOM Deed of Trust and/or Assignment, a Mortgagee Affidavit (available on the MERS website, www.mersinc.com) is required to add and/or correct the MIN number. The Mortgagee Affidavit, recorded in the appropriate county, is required at Post Closing. Upon Purchase of a First Mortgage Loan by CHFA, the Participating Lender must initiate the transfer of servicing and beneficial rights in the MERS System (www.mersinc.com) within five (5) calendar days after purchase of the Loan.

Mortgagee Clause

The mortgagee clause should read: "Colorado Housing and Finance Authority, Its Successors and/or Assigns". If the mortgagee clause is in the name of the Participating Lender, a transfer letter from the Participating Lender to CHFA is required.

Hazard Insurance, H06 Insurance, and Flood Insurance:

COLORADO HOUSING AND FINANCE AUTHORITY, ITS SUCCESSORS AND/OR ASSIGNS P.O. BOX 961292 FORT WORTH, TX 76161-0292

Private Mortgage Insurance and Flood Determination Certificate:

COLORADO HOUSING AND FINANCE AUTHORITY, ITS SUCCESSORS AND/OR ASSIGNS 1 Corporate Drive, Suite #360

Lake Zurich, IL 60047-8945

Additionally, the fax number for insurance declaration pages, policies, renewals, cancellation notices, and other associated insurance notices is 855.640.4865.

Post-Closing Timeline:

Required forms and documents must be delivered to CHFA within ninety (90) days
after the First Mortgage Loan Purchase Date, unless an earlier date is required.
 Failure to deliver within one hundred twenty (120) days after Purchase will result in a
one hundred fifty dollars (\$150) Late Document Fee being charged.

LOAN RESERVATION PROCESS

- All loans must be reserved through the CHFA's Loan Reservation System
 HomeConnection: https://chfaconn.chfainfo.com/Account/Login?ReturnUrl=%2f
- Reservations may be made on Business Days from 9:30 a.m. to 10:00 p.m. M.S.T.
 Reservations should be made after a sales contract has been executed between the buyer and seller. DO NOT RESERVE EARLY.
- The AFS team will register and lock the loan in the Lender Portal. Loans will only be reserved/locked in by the AFS team once underwriter has issued conditional approval. Once the loan is locked with the Portal, the AFS team member will forward the locked registration confirmation to lockrequests@prmg.net to complete the lock process in FT360.
- On all extension requests, AFS/Account Manager will extend the loan by contacting CHFA's Secondary Department and will immediately send an email to PRMG Secondary with the updated lock confirmation indicating the lock has been extended. Secondary will then update FT360
- The one time extension request is 30 days at the existing interest rate, and at a cost of 0.35 percent of the First Mortgage Loan amount (original principal balance).
- Reservation Timeline:
 - The loan Delivery period is: 60 days from the date of Reservation
 - Forms and documents must be delivered: 90 days after the First Mortgage Loan
 Purchase Date
- If a loan is within the original sixty (60) day Reservation Period, you may request a one-time thirty (30) day extension for a fee of thirty-five one-hundredths of one percent (0.35%) of the original principal balance (OPB). This fee may be paid by the Borrower, Participating Lender, or seller and will be deducted in the CHFA purchase advice
- If the Mortgage Loan is not delivered to CHFA prior to the end of the Reservation Period and an Extension has not been requested, CHFA will charge the Lender one quarter of one percent (.25%) of the OPB for the Loan Delivery Extension, and ten (10) days will be added to the Delivery Period.
- If the Mortgage Loan is not delivered to CHFA by the end of the Loan Delivery Extension, the Reservation may be cancelled and CHFA may not Purchase the Mortgage Loan if submitted at a later date.
- If the Mortgage Loan has not been Approved for Purchased within the Funding Review Period, CHFA will charge the Lender a penalty of one quarter of one percent (.25%) of the OPB and add a ten (10) day Funding Extension to the Funding Period.
- Once the Mortgage Loan has been delivered and reviewed, if it is suspended due to missing, incomplete, or inaccurate information, the Participating Lender will be given ten (10) days to cure the deficiency. Regardless of the number of days remaining in the Reservation Period, if the suspension is not cured within ten (10) days, the Lender will be charged a Suspension Penalty equal to one quarter of one percent (.25%) of the OPB.
- If a Participating Lender cancels a Mortgage Loan, a new Reservation for the same

	Borrower may be made within thirty (30) days of cancellation; however, the Interest
	Rate will be the higher of the original Reservation Interest Rate or the Interest Rate
	at the time of the new Reservation.
	Reservations are not transferrable between Borrowers. Once a Mortgage Loan is
	cancelled, a new Reservation for the same Borrower, made within 30 days of the
	cancellation date, will be the higher of the previous Reservation's interest rate or
	today's interest rate.
	Reservations are tied to both a specific property and borrower. Should a borrower
	no longer be purchasing the property listed on the reservation, the lender must
	cancel the loan and make a new reservation. With this system change, property
	address errors or misspellings will be required to be updated using CHFA Form 704:
	Change or Cancellation of Reservation.
	Additionally, reservations are not transferable to a new lender or new borrower
	(with the exception of adding a borrower or editing a borrower name).
CANCELLATION OF LOAN	Cancel loan reservation on CHFA's Loan Reservation System HomeConnection:
RESERVATION	https://chfaconn.chfainfo.com/Account/Login?ReturnUrl=%2f
	Once the Mortgage Loan has been submitted for Program Compliance Review (for)
	loans locked prior to 9/1/20), the Reservation may be cancelled by submitting a
	completed CHFA Form 704, Change or Cancellation of Reservation. The CHFA Form
	704 is available on CHFA's website under forms:
	https://www.chfainfo.com/participating-lenders/single-family/Pages/Programs-
	<u>Forms.aspx</u>
	If PRMG does not produce evidence of a valid cancellation then there may be
	charged a one hundred dollar (\$100) Cancellation Fee for each cancelled reservation.
	Notify Secondary Marketing Department of cancellation request.
ELECTRONIC SIGNATURES	In addition to no longer requiring the Initial Applicant Affidavit (CHFA Form 401) be
	notarized, CHFA will accept electronic signatures on CHFA Form 401 and borrower
	explanation letters.
	Important: Electronic signatures must be obtained in compliance with all applicable
	electronic signature requirements including, but not limited to, the E-Sign Act, the
	Uniform Electronic Transactions Act, state and federal legal and regulatory
	requirements, as well as FHA requirements, as applicable.
	CHFA will continue to accept electronic signatures for initial disclosures, initial loan
	applications, and purchase contracts subject to and as provided in the CHFA Seller's
	Guide.
SHIPPING ADDRESSES	Final Documents should be shipped to:
FOR NOTE AND FINAL	Colorado Housing and Finance Authority
DOCUMENTS	1981 Blake Street
INDEV	Denver, CO 80202
INDEX	• N/A
MARGIN	• N/A
INTEREST RATE CAPS	• N/A
INTEREST RATE CHANGES	• N/A

Colorado CHFA HomeOpener Plus Loan Process – FHA

Lenders must fund the First Mortgage Loans at loan closing. All loans will be locked, approved, DPA funds requested, and post-closing documents uploaded through the CHFA Loan Reservation System HomeConnection.

Effective for all loans 11/5/2018, the HomeOpener Plus program will be discontinued

All employees, loan officers, or any staff member prior to locking/reserving a loan through HomeConnection are required to complete lender training. Training is available on CHFA's website: https://www.chfainfo.com/participating-lenders/single-family/education

Servicing information for participating lenders is available on CHFA website: https://www.chfainfo.com/participating-lenders/single-family/loanservicing

Step 1 Qualify

Buyers must present an executed sales agreement before being entered into HomeConnection.

Step 2 Reserve

Reserve funds on HomeConnection: https://chfaconn.chfainfo.com/Account/Login?ReturnUrl=%2f
Refer to CHFA Form 707 Reservation Worksheet for required borrower and loan information. You will receive a loan number and a message that you've completed the reservation successfully. Receipt of a CHFA loan number or a pipeline status indicating "Reserved" does not mean that CHFA has determined a Borrower or the Property are in compliance with Program requirements. The file will need to be reviewed by CHFA for compliance.

Reservation Timeline:

- The loan Delivery period is: 60 days from the date of Reservation
- Forms and documents must be delivered: 90 days after the First Mortgage Loan Purchase Date

Step 3 Underwrite and Certify

Effective for loans locked on or after 9/1/20: pre-closing compliance review no longer required
For loans locked prior to 9/1/20: CHFA requires submission of a full Program Compliance file at the time of Program
Compliance Review for all Mortgage Loans. Refer to CHFA Form 727 Program Compliance Review Submission Checklist
for a specific list of all the required documents due at time of review loans are reviewed within three (3) Business Days
after receipt of a complete CHFA Program Compliance Review file.

PRMG will be required to register and assign the First Mortgage using MERS to CHFA within five (5) calendar days after purchase of the Loan.

Step 4 Close and Certify

CHFA will review the Purchase package for completeness and accuracy prior to the Purchase of the Mortgage Loan. Refer to CHFA Form 728 Purchase Review Submission Checklist for a list of all of the required documents. At time of Purchase, the CHFA Loan Analyst will enter the actual amount of the down payment assistance as stated on the Settlement Statement.

Step 5 SHIP and Submit

Use CHFA's Document Delivery System in CHFA HomeConnection for uploading documents, unless an original is required. Be sure to follow CHFA Form 738 Post Closing Review Submission Checklist when submitting files.

Final Documents should be shipped to: Colorado Housing and Finance Authority 1981 Blake Street Denver, CO 80202 The CHFA First Mortgage Loan should be closed using a MERS as Original Mortgagee (MOM) Deed of Trust, which must be recorded in the appropriate county. Should the Mortgage Loan be closed using a non-MOM Deed of Trust, the assignment to MERS must be executed by the Participating Lender. CHFA Form 230M, Assignment of Deed of Trust (to MERS), is available at www.chfainfo.com

If the Mortgage Identification Number (MIN) is omitted or incorrect on the MOM Deed of Trust and/or Assignment, a Mortgagee Affidavit (available on the MERS website, www.mersinc.com) is required to add and/or correct the MIN number. The Mortgagee Affidavit, recorded in the appropriate county, is required at Post Closing. Upon Purchase of a First Mortgage Loan by CHFA, the Participating Lender must initiate the transfer of servicing and beneficial rights in the MERS System (www.mersinc.com) within five (5) calendar days after purchase of the Loan.

Mortgagee Clause

The mortgagee clause should read: "Colorado Housing and Finance Authority, Its Successors and/or Assigns". If the mortgagee clause is in the name of the Participating Lender, a transfer letter from the Participating Lender to CHFA is required.

• Hazard Insurance, H06 Insurance, and Flood Insurance:

associated insurance notices is 855.640.4865.

COLORADO HOUSING AND FINANCE AUTHORITY, ITS SUCCESSORS AND/OR ASSIGNS P.O. BOX 961292 FORT WORTH, TX 76161-0292

Private Mortgage Insurance and Flood Determination Certificate:

COLORADO HOUSING AND FINANCE AUTHORITY, ITS SUCCESSORS AND/OR ASSIGNS

1 Corporate Drive, Suite #360

Lake Zurich, IL 60047-8945

Additionally, the fax number for insurance declaration pages, policies, renewals, cancellation notices, and other

Post-Closing Timeline:

Required forms and documents must be delivered to CHFA within ninety (90) days after the First Mortgage Loan
Purchase Date, unless an earlier date is required. Failure to deliver within one hundred twenty (120) days after
Purchase will result in a one hundred fifty dollars (\$150) Late Document Fee being charged.

Shipping Documents:

Final Documents should be shipped to: Colorado Housing and Finance Authority 1981 Blake Street Denver, CO 80202