# FHA 203(k) – Rehabilitation Mortgage REMN Wholesale Product Description



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STANDARD Primary Residence 1-4 Unit					
PURPOSE MAX LTV MAX CLTV LOAN AMOUNT MINIMUM FICO					
Purchase	96.50%	105.00% <sup>1</sup>	FHA Limit	550 <sup>2</sup>	
Rate/Term	97.75%	97.75%	FHA Limit	550 <sup>2</sup>	
Cash-Out	N/A	N/A	N/A	N/A	

LIMITED					
		Primary Residence 1-4 Uni	t		
PURPOSE MAX LTV MAX CLTV LOAN AMOUNT MINIMUM FICO					
Purchase	96.50%	105.00% <sup>1</sup>	FHA Limit	550 <sup>2</sup>	
Rate/Term	97.75%	97.75%	FHA Limit	550 <sup>2</sup>	
Cash-Out	N/A	N/A	N/A	N/A	

**FHA Mortgage Limits** 

	<u>FHA Mortgage Limits</u>					
Footnotes	<ul> <li>CLTV's ≥100.01% limited to government approved programs (i.e. Federal, State or Local Government Agencies). When secondary financing is provided by government agencies, the secondary lien must be made or held by the eligible government body or instrumentality.</li> <li>The monthly payments under the insured mortgage and second lien, plus housing expense and other recurring charges cannot exceed the Borrower's ability to repay.</li> <li>CLTV may not exceed 100% when financing is provided by an individual or financial institution.</li> <li>See FHA FICO Overlay Matrix located at <a href="https://www.remnwholesale.com">www.remnwholesale.com</a> under Product Guidelines - FHA</li> </ul>					
FHA Loan Limits	Low	Cost Area "Floor	,,,	Hie	gh Cost Area "Ceili	ng"
2017 - 2018		2017	2018		2017	2018
	1 Unit	\$275,665	\$294,515	1 Unit	\$636,150	\$679,650
(Case number issued in	2 Unit	\$352,950	\$377,075	2 Unit	\$814,500	\$870,225
calendar year)	3 Unit	\$426,625	\$455,800	2 Unit	\$984,525	\$1,051,875
	4 Unit	\$530,150	\$566,425	4 Unit	\$1,223,475	\$1,307,175
	"borrower" review regarding credit, income and assets are the same as a FHA 203(b). See <a href="FHA Product Guidelines">FHA Product Guidelines</a> found on REMN WS Website for credit, income and asset guidelines.  ❖ REMN WS follows the HUD <a href="Handbook 4000.1">Handbook 4000.1</a> except as stated in these guidelines.  II. Origination Through Post-Closing/Endorsement  A. Title II Insured Housing Programs Forward Mortgages  8. Programs and Products − 203(k) Rehabilitation Mortgage Insurance Program					
<b>Renovation Concierge</b>	All correspondence with the Renovation Concierge Service Department can be made using the					
Services	Renovation Concierge Service Help Desk					
RCS Contractor	The Renovation Concierge Services will be responsible for maintaining a Validated Contractor List on					
Database		REMNWholesale.com under the "Resources" tab. In addition RCS will keep a master of previously				
	W9.	accepted/validated contractor documentation, such as; license, insurance, contractor acknowledgement and				
	RCS will upload the common documents into bilizbocs.  RCS will be responsible for updating any expired licenses or insurance certificates.					
Occupancy	♦ Owner Occupied					
Borrower Eligibility	The Borrower must meet the eligibility requirements found in the Types of Borrowers section of the FHA Product Guidelines found on REMN WS Website.					
<b>Eligible Transactions</b>	All health and safety issues must be addressed through the renovation process, or prior to closing if they will not be included in the repairs.					
LDP/GSA/CAIVRS	♦ Standard REMN WS guidelines apply; refer to <u>FHA Product Guidelines</u> for details.					

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# FHA 203(k) – Rehabilitation Mortgage REMN Wholesale Product Description

	PROGRAM OVERVIEW		
Temp Buy Down	♦ Not Allowed		
Assumptions	♦ Allowed		
Escrow / Impounds	Required. NOTE: it is acceptable to use the current tax amount for qualification purposes, rather than		
	the property assessed value upon completion of the renovation work.		
Terms Offered	♦ Fixed Rate		
	♦ 5/1 ARM		
Mortgage Insurance	♦ Upfront and monthly mortgage insurance premiums will be calculated according the current FHA Policy.		
Premium			
Prepayment	♦ Not Allowed		
Penalty			
Number of Properties	♦ Borrowers who own more than four (4) properties (including the subject property) are not eligible for		
Financed with REMN	financing with REMN Wholesale. Exceptions may be granted on a case-by-case basis with REMN		
WS	Wholesale management approval. A price adjustment may apply.		
	No multiple simultaneous loan submissions allowed if contingent to qualify.		
	REMN limits its exposure to a maximum of 4 loans per borrower		
Number of Open	♦ Borrower(s) are limited to one (1) open renovation loans in process at any given time with REMN WS.		
Renovation Loans with			
REMN WS			
<b>Property Condition</b>	STANDARD LIMITED		
	♦ Homes that are currently boarded up, ♦ Homes that are currently boarded up,		
	condemned and uninhabitable will require a condemned and uninhabitable are <u>not</u> eligible		
	second review. The second level review must under the Limited 203(k) program.		
	be completed by the Sr. Credit Manager prior		
	to issuance of loan approval.		

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#### PROGRAM OVERVIEW

#### Homeowners Insurance

- Hazard Insurance
  - » Follow standard REMN WS Insurance Requirements.
  - » All refinance transactions require proof the current HOI company is aware of all renovations being completed.
- ♦ All Risk Insurance (Builders Risk)
  - » With physical loss form endorsement and mortgagee's loss payable clause equal to 100% of the full replacement costs of improvements, public liability insurance, workmen's compensation insurance (as required by applicable state law) and automobile liability insurance.
  - Must cover a 6 month period to cover property during renovations, minimum coverage amount required equal to or greater than the after–improved value.
- ♦ Flood Insurance
  - » Follow standard REMN WS Insurance Requirements.
- Title Insurance
- Title Policy must cover the full amount of the recorded mortgage, must be dated concurrently with the recordation of the mortgage and must be updated to the date on which the renovation work is completed.

#### **Property Types**

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PROPERTY	STANDARD	LIMITED			
Primary Residence	Yes	Yes			
Second Home	No	No			
Investment	No	No			
1-2 Unit	Yes	Yes			
3-4 Unit	Yes <sup>1</sup>	Yes			
PUD	Yes	Yes			
Condo <sup>2</sup>	Yes	Yes			
New Construction <sup>3</sup>	No	No			
Mixed Use <sup>4</sup>	Yes	No			
Co-Operatives	No	No			
Manufactured Housing*	Yes	Yes			

- Convert a 1-Family dwelling into a 2, 3 or 4-Family dwelling as well as an existing multi-family being decreased to a 1-4 Family dwelling.
- Maximum Mortgage cannot exceed 100% of the After-Improved value. See Condo Units in these guidelines for further detail.
- New Construction is not eligible; properties MUST have CO issued for at least one (1) year.

Demolished homes or homes that will be torn down during the rehab process are eligible provided a complete existing foundation is in place.

Repairing, reconstructing or elevating an existing foundation where the structure will not be demolished or torn down is acceptable, providing that the original structure remains intact. Additions to the structure: Any addition of a structure unit must be attached to the existing structure. All newly constructed additions the energy improvements must meet or exceed local codes and requires of the 2006 International Energy Conservation Code or a successor energy code standard that has been adopted by HUD through a Federal Register notice.

Site improvements such as landscaping, patios, decks, etc. must increase the As Is Property Value equal to the dollar amount spent on the improvements or be necessary to preserve the property from erosion. Appraiser will need to comment on the value added for these types of improvements.

- Mixed Use (Standard only):
  - Additional FHA guidelines apply as detailed in FHA Handbook 4000.1
  - All appraisals must be reviewed by either the Chief Appraiser or the Chief Credit Officer to determine the acceptability of the collateral and neighborhood.
  - Properties with business such as dry cleaners, gas stations and auto repair shops are not allowed.
  - Although not limited to these, professional use and "light retail" are preferred mixed-use types
- 3-4 Unit (Limited) a feasibility study is required.

Manufactured Housing – there are no unique requirements except for the following:

- The rehab must not affect the structural components of the structure that were designed and constructed in conformance with Federal Manufactured Home Construction & Safety Standards.
- Additions are allowed however the foundation must be recertified with either:
  - An inspection by the state administrative agency that inspects Manufactured Housing for compliance; or
  - A certification of the structural integrity from a licensed structural engineer if the state does not employ inspectors.

#### **Lava Zone Properties**

- Not eligible for properties located in Lava Zones 1 & 2
- ➤ No restrictions for properties located in Lava Zone 3 or higher.

	PROGRAM OVERVIEW			
Property Eligibility	<ul> <li>♦ The property must be an existing property that has been completed for at least one (1) year prior to the case number assignment date. If REMN WS is unsure whether the property has been completed for at least one (1) year, REMN WS must request a copy of the Certificate of Occupancy (CO) or equivalent.</li> <li>♦ A property that is not eligible for a 203(b) Mortgage due to health and safety or security issues may be eligible under 203(k) if the rehabilitation or repair work performed will correct such issues.</li> <li>♦ A property with an existing 203(k) Mortgage is not eligible to be refinanced until all repairs are completed and the case has been electronically closed out.</li> <li>The following property types may be financed:</li> <li>♦ A 1-4 Unit Single Family Structure;</li> </ul>			
	<ul> <li>The Sales Contract must include a provision that the Borrower has applied for 203k financing and the contract is contingent upon mortgage approval and the Borrower's acceptance of additional required improvements as determined by the Mortgagee.</li> <li>An individual condominium unit, meeting the following requirements:</li> </ul>			
	<ul> <li>The unit must be located in an FHA-approved Condominium Project and must comply with all other requirements for condominiums;</li> <li>Rehabilitation or improvements are limited to the interior of the unit, except for the installation of firewalls in the attic for the unit;</li> <li>No more than five units per condominium association, or 25% of the total number of units,</li> </ul>			
	whichever is less, can undergo rehabilitation at any time; and  » After rehabilitation is complete, the unit is located in a structure containing no more than four (4) units. For townhouse style condominiums, each townhouse is considered as one structure, provided each unit is separated by a one and one-half hour firewall from foundation to roof;			
	<ul> <li>Site Condominium unit; and</li> <li>HUD Real Estate Owned (REO) Property:         <ul> <li>Property is identified as eligible for 203(k) fir addendum.</li> </ul> </li> </ul>	nancing as evidenced in the sales contract or		
Ineligible Properties	STANDARD	LIMITED		
	<ul> <li>→ Homes where final Certificate of Occupancy was issued within the past 12 months</li> <li>→ Homes never completed</li> </ul>	<ul> <li>Homes where final Certificate of Occupancy was issued within the past 12 months</li> <li>Homes never completed</li> </ul>		
Types of 203(k) Rehabilitation Mortgages	There are two types of 203(k) rehabilitation Mortgages: Standard 203(k) and Limited 203(k), as described below. The guidance is applicable to both Standard 203(k) and Limited 203(k) Mortgages unless noted otherwise.  To purchase a dwelling and the land on which the dwelling is located and rehabilitate it.  To refinance existing indebtedness and rehabilitate such a dwelling.			
	STANDARD 203(k)			
	<ul> <li>May only be used for minor remodeling and non-</li> <li>Does not require the use of a 203(k) Consultant, b</li> <li>The total rehabilitation cost must not exceed \$35,</li> </ul>	out a Consultant may be used.		

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#### PROGRAM OVERVIEW **Ineligible Transactions** Transactions resulting in cash back to the borrower. Texas Refinance Section 50(a)(6) - if renovation loan funds will be paying off the balance of an existing cash-out refinance loan, the renovation is considered a Section 50(a)(6) loan and state regulations would prohibit the lender from controlling the disbursement of funds. Loans where a borrower(s) has a Deferred Action for Childhood Arrivals (DACA) status. **STANDARD LIMITED** Work requiring longer than six (6) months to Work requiring longer than six (6) months to complete complete Renovations requiring more than five (5) draw Renovations requiring more than two (2) draw payments payments per contractor Purchase of a dwelling on another site, move in onto a new foundation on the mortgaged property and rehabilitate it. Rehabilitations that are considered structural and/or require detailed drawing, architectural exhibits, special permits, etc. Any repair that prevents the borrower from occupying the property for more than 15 days during the rehabilitation period is not eligible. **Case Number Case Number Assignment Data Entry Requirements Assignment Data Entry** In order to request a case number for a 203(k) Mortgage, REMN WS must enter the following Requirements information: 203(k) Program Type Indicator ♦ REMN WS must select either Standard 203(k) or Limited 203(k) as the program type. **Consultant Identification Number** REMN WS must enter the Consultant identification number into the "Consultant ID" field on the "Case Number Assignment" screen in FHA Connection. For a Limited 203(k) with no Consultant, REMN WS must enter "203(k)S" in the "Consultant ID" field. **Automated Data Processing Code** REMN WS must enter the appropriate 203(k) Automated Data Processing (ADP) code. **Construction Code** REMN WS must enter "Substantial Rehabilitation" in the drop-down menu labeled "Construction Code." **Refinance Type** For a refinance transaction, REMN WS must select "Not Streamlined" in the drop-down menu labeled "All Refinances." Converting From a Non-203(k) to a 203(k) Mortgage If REMN WS had originally requested the case number assignment for a non-203(k) Mortgage, REMN WS must update the existing case data in the "Case Number Assignment" screen, changing the ADP Code to a valid 203(k) ADP Code and the "Construction Code" to "Substantial Rehabilitation."

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	PROGRAM OVERVIEW			
FHA Connection	STANDARD	LIMITED		
	→ To obtain a 203(k) Consultant ID	♦ 203(k) Consultant ID – Enter ID previously		
	» Log into FHA Connection	obtained from search		
	» Single Family Origination			
	» FHA Approved List			
	» 203(k) Consultant	<ul> <li></li></ul>		
	» Enter Consultants name or search for a	7 205(k) 004 Condominants		
	Consultant by state			
	♦ 203(k) – 702 First Lien			
203(k) Required	The following required forms and documents are a	vailable in Encompass (this is the <u>preferred method</u> for		
Special Forms &	obtaining) as well as on HomeBase; if obtaining	documents through HomeBase; manual input will be		
Disclosures	required. Encompass will prefill the forms with the in	nformation in the loan file.		
	STANDARD	LIMITED		
	203(k) Borrowers Acknowledgement	203(k) Borrowers Acknowledgement		
	203(k) Borrowers Acknowledgement:			
	♦ Borrower must complete Loan Requirements se	ection indicating how they want the interest paid on the		
	Rehabilitation Escrow Account to be released (	this information must also be input on the 203(k) Max		
	Mortgage WS).			
	Loan Requirements	loan closing of an FHA-insured 203(k)		
	a contingency reserve, mortgage payments and any other fees, where applicable) are to be placed in an interest bearing escrow account. The Rehabilitation Escrow Account is not, nor will it be treated as an escrow for the paying of real estate taxes, insurance premiums, delinquent notes, ground rents or assessments. I hereby request the lender, after the Final Release Notice is issued, to:  Pay the net interest income directly to me/us.  Apply the net interest income directly to the mortgage principal balance for an equal amount of principal reduction.  Other:			
	202(1) M M M I	2024) M		
	203(k) Maximum Mortgage Worksheet	203(k) Maximum Mortgage Worksheet		
	Borrowers Identity-of-Interest Certification	Borrowers Identity-of-Interest Certification		
	Contractor's Identity-of-Interest	Contractors Identity-of-Interest		
	Homeowner / Contractor Agreement	Homeowner / Contractor Agreement		
	Homeowner / Contractor 203(k) Certification  Contractor Acknowledgement Consultant 203(k)	Homeowner / Contractor 203(k) Certification		
	W9	Contractor Acknowledgement LIMITED 203(k) 203(k) W9		
	Contractor Profile Report			
	Mortgage Payment Disclosure	Contractor Profile Report N/A		
	Consultant Identity-of-Interest Certification	N/A N/A		
	Interest Rate on 203(k) Repair Escrow Account –	Interest Rate on 203(k) Repair Escrow Account –		
	Closing Document	Closing Document		
	REMN Consultant Borrower Fee Agreement	REMN Consultant Borrower Fee Agreement if		
	KEWIN Consultant Borrower Fee Agreement	applicable		
<b>Identity of Interest</b>	♦ For all 203(k) transactions an identity or			
	↓ Loans that do not have an IOI conflict r			
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PROGRAM OVERVIEW				
STANDARD vs	STANDARD	LIMITED		
LIMITED	STANDARD	LIMITIED		
Down Payment &	Standard REMN WS FHA Guidelines apply	Standard REMN WS FHA Guidelines apply		
Credit Underwriting	11.7	11.7		
Who can get 203(k)	Owner Occupant Borrowers	Owner Occupant Borrower		
Eligible Improvements	Minimum \$5,000 requirement for improvements.  Any repair acceptable; however, health and safety items and building code or ordinance violations must be addressed first. Then minor repairs and discretionary items may be included.	Minor remodeling and non-structural repairs (Eligible Repairs).		
HUD Consultant  What may be included	Required REMN WS must select an FHA-approved 203(k) Consultant from the FHA 203(k) Consultant Roster in FHAC. REMN WS must not use the services of a Consultant who has demonstrated previous poor performance based on reviews performed by REMN WS. The Consultant must inspect the property and prepare the Work Write-Up and Cost Estimate. A separate contractor bid is no longer required. Contractor must agree to complete the work described in the Work Write-up for the amount of the Cost estimate and within the allotted time frame.	NOT Required		
in rehabilitation costs  (The loan amount including the costs of rehab cannot exceed the FHA maximum loan limit for jurisdiction.)	Total cost of rehabilitation (including energy package and lead based paint abatement costs), Consultant Fees, Architectural/Engineering Fees, Contingency Reserves, Title Update Fee, Inspections, Up to six months PITI and Supplemental Origination Fee (REMN does not charge).	Total cost of rehabilitation (including energy package and lead based paint abatement costs), Contingency Reserves, Inspection (if required), Supplemental Origination Fee (REMN does not charge), Title Update Fee and Discount Points; not to exceed \$35,000.		
Contingency Reserve	REMN WS must establish a Contingency Reserve, the reserve should be between 10 – 20% of the rehab cost (minimum 15% if the utilities are not on and in good working order), as established by the HUD Consultant based on the score of the rehabilitation work.	REMN WS will establish a Contingency Reserve based on the following options:  Contractor Bid only – standard 10% - 15% (determined by REMN WS)  Contractor Bid and Feasibility Study – Reduced 5% - 10%  Contractor Bid and Consultant SOR – as determined by HUD Consultant.  If utilities are not turned on and in good working order a 15% Contingency Reserve will be required.		
Contractors	A separate contractor bid is no longer required on a Standard 203(k). Only Consultant 203(k) Write-Up. Contractor must agree to complete the work described in the work write up for the amount of the Cost Estimate and within the allotted time frame. Contractor must be licensed and insured; as required by locality.	Contractor must be licensed and insured; as required by locality.		
Allowable Fees	Title Update Fee, Final Inspection, Consultant fee (including mileage) and if applicable; Up to six months mortgage payments for homes where the subject property is uninhabitable, Architect/Engineering Fees and Permit Fees.	Title Update Fee, Final Inspection and Permit Fee; as applicable.		

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	PROGRAM OVERVIEW	
203(k) Features		LIMITED
203(k) Features	The Standard 203(k) program is designated for more complicated projects that many times require detailed plans, permits, inspections, etc., and allows Borrowers to obtain a single mortgage loan, at a long-term fixed rate to finance both the acquisition and the rehabilitation of the property.  Minimum cost of rehabilitation must be at least \$5,000.  No maximum repair amount.  HUD Consultant Required.  Work must start within 30 days of closing, cannot cease for more than 30 days.  Work must be completed within six (6) months of closing.  Contingency Reserve 10 - 20% (determined by HUD Consultant).  Maximum of five (5) draws allowed.  Refer to Disbursement Process for specifics.  One (1) General Contractor allowed for very special technical items such as; pool, repair, fencing, well/septic, lead based paint, etc. contact RCS for details.  Can finance up to 6 months PITI if home deemed uninhabitable by the HUD Consultant.  For 2-4 units, if one or more units are occupied, the Mortgage Payment Reserve may only include the portion of the mortgage payment attributable to the units that cannot be occupied.  To calculate the amount to be included, the monthly mortgage payment must be divided by the number of units in the Property, and multiply that figure by the number of units that cannot be occupied.  The resulting figure is the amount of the mortgage payment that will be paid through the Mortgage Payment Reserve. The borrower is responsible for paying the servicing Mortgagee the portion of the mortgage not covered by the Mortgage Payment Reserve.	The Limited 203(k) program is intended to help facilitate uncomplicated improvements or repairs and may be used for discretionary repairs and/or improvements that may not have been identified in the course of a pre-purchase inspection or appraisal.  No minimum rehabilitation amount.  Maximum \$35,000 in total rehabilitation costs.  No minimum rehabilitation amount.  HUD Consultant NOT Required.  Work must start within 30 days of closing, cannot cease for more than 30 days.  Contractor Bid only – standard 10% - 15% (determined by REMN WS)  Contractor Bid and Feasibility Study – Reduced 5% - 10%  Contractor Bid and Consultant SOR – as determined by HUD Consultant  If utilities are not turned on and in good working order a 15% Contingency Reserve will be required.  Up to two (2) draws allowed per Contractor.  Refer to Disbursement Process for specifics.  Up to three (3) Licensed Contractors allowed.  Cannot finance mortgage payment.

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	SPECIAL CONSIDERATION
Specification of Repairs	Details of the HUD Consultant's Work-Write Up Report (AKA Specification of Repairs) Report  Signed by Consultant, Borrower and Contractor  All pages to be initialed by the Contractor
	<ul> <li>All pages to be initialed by the Contractor</li> <li>Original plan/specifications for project</li> <li>Describes quantity/quality of materials required</li> <li>Lists market costs of materials, labor, overhead, profit</li> <li>Includes adequacy of existing structural, heating, plumbing, electrical and roofing</li> <li>Provides recommended Contingency Reserve and mortgage payment escrow amounts</li> </ul>
Feasibility Study	<ul> <li>Required on all Standard 203(k) Loans</li> <li>A Feasibility Analysis (AKA Feasibility Study or Feasibility Site Report) serves to help Borrowers make a quick decision regarding the cost involved to renovate a property to meet HUD minimum property standards.</li> <li>Completed at discretion of Borrower on both the Standard 203(k) and Limited 203(k) programs.</li> <li>Not required; often used for purchase transactions.</li> <li>Typical fee \$250 - \$350.</li> <li>Reviews property for compliance for Minimum Property Standard (MPS) per HUD.</li> <li>Advises if Standard 203(k) or Limited 203(k) should be utilized.</li> <li>If loan progresses to Standard 203(k), cost of study typically credited towards Consultant Fee.</li> <li>Often used to assist with Contractor Bids.</li> <li>Required by Renovation Concierge Services on Self-Help Limited projects.</li> </ul>
Structural/Engineer Report	For transactions where the scope of the renovation work includes major additions to the existing structure, a Structural/Engineer's report will be required prior to closing. Examples of "major additions" include, but are not limited to:  "Tearing down of existing structure and rebuilding on the current foundation  "Addition of new level on the existing structure
Underwriting	<ul> <li>→ TOTAL Mortgage Scorecard and Manual Underwriting Allowed.</li> <li>→ Refer to FHA Product Description for details.</li> <li>→ REMN WS 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 REMN WS 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.</li> <li>→ Government Loan Fico overlays apply.</li> <li>→ Cost of EEM energy improvements can be in addition to the \$35,000 limit for a Limited 203(k)</li> <li>→ Sales transactions between family members are now Allowed.</li> <li>→ FHA will not issue a new case number for any FHA to FHA Refinance where the existing Mortgage to be paid off has a Repair or Rehabilitation escrow account that has not been electronically closed out in FHAC.</li> <li>→ Added guidance to allow the combination of the Solar and Wind Technologies product with the Section 203(k) program effective for endorsements on or after March 14, 2016.</li> <li>→ REMN WS must ensure the sales contract includes provision that the Borrower has applied for Section 203(k) financing, and that the contract is contingent upon mortgage approval and the Borrower's acceptance of additional required improvements as determined by the Mortgagee.</li> </ul>

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RENOVATION RELATED COSTS			
What's included in the Maximum Mortgage Amount	<ul> <li>♦ The mortgage amount, when added to any other existing indebtedness against the property, cannot exceed the applicable LTV ratio and maximum dollar amount limitation as Section 203(b) loans. The down payment requirements are the same as under the Section 203(b) program.</li> <li>♦ Maximum LTV varies by loan purpose;</li> <li>» Purchase = 96.50%</li> <li>» Refinance = 97.75%</li> <li>♦ Condo transactions cannot exceed 100% of the After-Improved value.</li> <li>♦ Up to 6 months PITI if home deemed uninhabitable by the HUD Consultant on the STANDARD 203(k) program.</li> <li>» New maximum base mortgage calculation worksheets for standard purchase, refinance and limited purchase refinance</li> </ul>		
Included in Total Rehabilitation Costs	STANDARD	LIMITED	
Repairs	Material & Labor	Material & Labor	
Contingency Reserve	10 - 20% of Financeable Repairs and Costs (15% if utilities are not on and properly functioning)  Established by HUD Consultant	<ul> <li>Contractor Bid only – standard 10% – 15%*</li> <li>Contractor Bid and Feasibility Study – Reduced 5% - 10%</li> <li>Contractor Bid and Consultant SOR –as determined by HUD Consultant</li> <li>*Established by REMN WS</li> </ul>	
Inspection Fee(s) <sup>1</sup>	Up to 5 Inspection Fees allowed  Completed by HUD Consultant  Refer to Work Write-Up  1 Inspection Per Contractor  Completed by Appraiser		
Final Title Update Fee	1 Final Title Update Fee	1 Final Title Update Fee	
Escrowed Mortgage Payments	Up to 6 months PITI if property is uninhabitable.  Recommended by <b>HUD Consultant</b> & approved by REMN WS.  If 2-4 units, see 203(k) Features	N/A	
Architectural/Engineering Fee(s) <sup>2</sup>	Included	N/A	
Consultant Fees	Included	May not be financed in the loan amount	
Permit Fees <sup>3</sup>	Included	Included	
Discount Points	Calculated from repair costs and fees	Calculated from repair costs and fees	
Supplemental Origination Fee	REMN WS does not charge a Supplemental Origination Fee	REMN WS does not charge a Supplemental Origination Fee	
	<ul> <li>Inspection Fee(s) – If all inspections are not required, remaining funds will be applied to the principal balance after the Final Release Notice is issued. If additional inspections are required by REMN WS to ensure satisfactory compliance with exhibits, the Borrower or Contractor will be responsible for payment; however, REMN WS has the ultimate responsibility.</li> <li>Architectural/Engineering Fee(s) – Borrower may finance costs incurred for these items when the HUD Consultant cannot supply them. A plot plan of the site is required only when a new addition is planned. Structural evaluation, examinations and reports (should be stated in the contract between the Contractor and homeowner who pays for the permits and when they should be obtained.</li> <li>Permit Fee(s) – Costs for any and all permits can be included in the rehabilitation costs. If the Contractor has included fees as part of his overhead they should not be financed. Most HUD Consultants will provide information on permits; however, permits are not a line item or included in miscellaneous on the Work Write-Up. Very few projects do not have permits.</li> </ul>		

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		STS				
<b>Contingency Reserve</b>	STANDARD				LIMITED	
	♦ A contingency reserve is held from the loan			<b>\$</b>	A contingency reserve is held from the loan	
	proceeds to cover health, safety and unplanned				proceeds to cover health and safety costs that arise	
		e during construc			during construction (i.e. mold/termite).	
			on, Repairs and	<b></b>	Following options for contingency reserve include:	
	Rehabilitation.				<ul> <li>Contractor Bid only – standard 10% - 15%</li> </ul>	
	» For s	tructures with actu	al age < 30yrs		of rehab costs as established by the HUD	
		Minimum	Maximum		consultant (determined by REMN WS)	
	Req'd when	10%	20%		<ul> <li>Contractor Bid and Feasibility Study –</li> </ul>	
	evidence of				Reduced 5% - 10%	
	termite damage				Contractor Bid and Consultant SOR – as	
	Discretionary	No minimum	20%		determined by the HUD Consultant  15% required if utilities not currently on	
	» For s	tructures with actu	al age <u>&gt;</u> 30yrs		<ul> <li>15% required if utilities not currently on.</li> <li>In all instances, utilities must be tested</li> </ul>	
		Minimum	Maximum		(unless they are being fully upgraded).	
	Required	10%	20%	<b></b>	Deposited into an interest bearing escrow account.	
	Req'd when	15%	20%	<b>*</b>	The contingency reserve may be financed or	
	utilities are not			'	funded by the borrower from their own funds.	
	operable				» Financed – any funds remaining at the end of	
					the renovation process must be applied as a	
	Deposited into	an interest bearin	g escrow account.		principal reduction.	
			be financed or		» Borrower Funded – any funds remaining at	
		borrower from the			the end of the renovation process are	
	<ul> <li>» Financed – any funds remaining at the end of the renovation process must be applied as a principal reduction.</li> <li>» Borrower Funded – any funds remaining at the end of the renovation process are</li> </ul>				returned to the borrower.	
				<b></b>	Borrower Funded Contingency Reserve is NOT	
					included in the total cost of rehabilitation, not to	
					exceed \$35,000	
			ition process are		» If borrower funded, the amount must be	
		to the borrower.			indicated on <u>Line 1310</u> of the 2010	
	<ul> <li>If borrower funded; the amount must be indicated on <u>Line 1310</u> of the 2010</li> </ul>				Itemization	
			1310 of the 2010	<b></b>	UnAllowed costs as a result of construction that are	
	Itemization  → To allow use of contingency funds for				not health or safety related cannot be added	
				(ae 3.72 203(17)).		
	improvements other than health and safety when			<b></b>	Financed unused contingency reserve may be used	
	rehabilitation is incomplete, the Mortgagee must determine that it is unlikely that any health or				for correction/completion of fire, health and safety	
			ered, and that the		issues, as well as completion of work that was part	
			of the appraised		of the original work-write up (bid).	
	value.	THOU CACCCO 3370	of the appraised		» Property must meet HUD Minimum Property	
		abilitation is comm	olete, the Borrower		Standards.	
		•	ve account to fund	<b></b>	Financed unused contingency reserve may never be	
					used to purchase appliances or complete additional work that was not part of the original work-write up	
	additional improvements not included in the original Work Write-Up.					
	<ul> <li>♦ REMN WS must obtain a change order detailing the</li> </ul>			<b></b>	(bid).  Borrower funded contingency reserve in not	
			ding the costs of	~	included in the total cost of rehabilitation.	
	labor and mat	•	5	<b></b>	Borrower funded contingency must be noted as a	
	♦ The Mortgage	e must inform the	Borrower in writing	¥	closing condition so that the Closer is aware that	
			the request to use		these funds are to be collected from the borrower.	
	funds from the Contingency Reserve account for				and the to be consected from the borrower.	
		rovements within t				
			nust be noted as a			
			loser is aware th <mark>at</mark>			
	these funds are to be collected from the borrower					

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	RENOVATION RELATED COSTS			
<b>Disbursement Process</b>	STANDARD	LIMITED		
	<ul> <li>Renovation Concierge Services will manage the renovation process.</li> <li>» Prior to Closing – a call is placed to the Borrower and Contractor to confirm details of the transaction.</li> <li>» Post-Closing – Status check in calls and emails occur with the Borrower.</li> <li>» Typically only soft costs are released at closing.         <ul> <li>■ Invoices are required.</li> </ul> </li> <li>One time Initial Draw for materials allowed:         <ul> <li>» REMN is able to release a check directly to either the contractor or borrower for 100% of the documented material cost that were both ordered from the supplier and paid for by the contractor or borrower. Evidence of the payment is needed, as well as authorization from:</li></ul></li></ul>	<ul> <li>Renovation Concierge Services will manage the renovation process.</li> <li>Prior to Closing – a call is placed to the Borrower and Contractor to confirm details of the transaction.</li> <li>Post-Closing – Status check in calls and emails occur with the Borrower.</li> </ul>		

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	MAXIMUM MORTGA	GE CALCULATION		
Purchase	Step 1 Identify the lesser of the below ca			
	Purchase Price + Renovation			
	As-Is Value* + Renovation Co			
		e (Condo limited to 100% of After-Improved Value)		
	·	-Is Value; HUD assumes the purchase price is the As-Is Value.		
	·	alculation by 96.50% to obtain Base Loan Amount.		
	Step 2 Add UFMIP to Base Loan Amount			
	Step 3	to obtain rotal Loan / timount.		
	3.00 3	STANDARD		
	Purchase Price + Renovation Costs	Dollar Amount		
	Purchase Price	\$120,000		
	Total Cost of Repairs (labor & materials)	\$24,500		
	Allowable Fees/Costs	\$1,500		
	Contingency Reserve (15% of Costs of Const			
	Total Purchase Price and Renovation Cos			
	110% of After-Improved Value			
	After-Improved Value (Located in Reconciliat	ion section of Appraisal) \$158,950		
	Maximum Base Loan Amount at 96.5% LTV	\$142,989		
	Total Mortgage Amount with 1.75% UFM			
	In this example the Purchase Price + Renovation Costs is less than 110% of After-Improved Value. Therefore \$148,175 is used to calculate the base loan amount.			
	LIMITED			
	Purchase Price + Renovation Costs	Dollar Amount		
	Purchase Price	\$120,000		
	Total Cost of Repairs (labor & materials)	\$24,500		
	Allowable Fees/Costs	\$650		
	Contingency Reserve (10% of Costs of Const			
	Total Purchase & Renovation Costs	\$147,600		
		\$147,000		
	110% of After-Improved Value  After-Improved Value (Located in Reconciliat	\$176,000		
	Maximum Base Loan Amount at 96.5% LTV	\$142,434		
	Total Mortgage Amount with 1.75% UFM			
	In this example the Purchase Price + Renoval \$147,600 is used to calculate the base loan a	tion Costs is less than 110% of After-Improved Value. Therefore mount.		
Rate-Term Refinance	» HUD has provided updated Maximum N	Mortgage Calculation worksheet for 203(k) refinance transactions.		
	Please see below link to reference these	worksheets:		
	<ul> <li>http://portal.hud.gov/hudportal/HUD?src=/program_offices/housing/sfh/203k/sample_documents</li> </ul>			
	» Please reference Examples 1 & 2 on the next pages for examples of calculating the Maximum Mortgage			
	Loan Amount for the transaction (applies to both Standard and Limited programs). In particular:			
	·	• Example 1 – As-Is Property Value Provided: As-Is property value must be equal to or greater than		
	103% of the Existing Debt Payoff + Closing Costs/Prepaids in order for borrower to come to the			
	closing table with no monies. If les	s than 103%, the Borrower may have to provide some funds at		
	closing table with no monies. If les	s than 103%, the Borrower may have to provide some funds at		
	closing table with no monies. If les time of closing.  Example 2 – As-Is Property Value			

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Pata Tarm		MAXIMUM MORTGAGE CALCULATION				
Rate-Term Refinance – Example #1	Step 1	Example #1 – As-Is Property Value Provided  Establishing Financeable Repair & Improvement Costs, Fees & Reserves				
	A	Repair and Improvement Costs and Fees Total (Sum of A1 to A7	7)	<b>Amount</b> \$47,275.00		
		Cost of Construction Repairs & Rehab	\$45,000.00	, , , , , , , , , , , , , , , , , , , ,		
		Architectural or Engineering Professional Fees	\$0.00			
		3. 203(k) Consultant Fees	\$800.00			
		4. Draw Inspection Fees during Construction Period	\$1,000.00			
		5. Title Update Fees	\$125.00			
		6. Permit Fees	\$350.00			
		7. Feasibility Study (when necessary)	\$0.00			
	В	Financeable Contingency Reserves (10%)		\$4,500.00		
	С	Financeable Mortgage Payment Reserves		\$0.00		
	D	Financeable Mortgage Fees Total (Sum of D1 & D2)		\$776.00		
		Financeable Origination Fee	\$776.00			
		Discount Points on Repair Costs and Fees	\$0.00			
	E	Total Rehabilitation Costs (Sum of Step 1A, 1B, 1C and 1D)		\$52,551.00		
	Step 2	Establishing Value		Dollar Amount		
		Adjusted As-Is Value				
	Α	Existing Debt on Property Being Refinanced		\$173,000.00		
	В	Total Rehabilitation Costs (Step 1E)		\$52,551.00		
	С	Fees Associated with the New Loan (Closing Costs/Prepaids)		\$5,500.00		
	D	Sum of Step 2A, Step 2B and Step 2C		\$231,051.00		
E		As-Is Property Value (when an As-Is Appraisal is performed)		\$183,900.00		
	F	Adjusted As-Is Value		\$183,900.00		
		After-Improved Value				
	G	Appraised Value (subject to repairs and improvements)		\$240,000.00		
	Step 3	Calculating Maximum Mortgage		Dollar Amount		
	А	Step 2D (Sum of Step 2A, Step 2B and Step 2C)		\$231,051.00		
	В	Sum of Step 2F + Step 1E (i.e. Adjusted As-Is Value + Step 1 tot	al)	\$236,451.00		
	С	Step 2G (i.e. After Improved Value) x 110% (or 100% for Condor	miniums)	\$264,000.00		
	D	Lesser of Step 3B or Step 3C x LTV factor (see Step 3G)		\$236,451.00		
	E	Nationwide Mortgage Limit		\$424,100.00		
	F	Initial Base Mortgage Amount (Lesser of Steps 3A, 3D or 3E)		\$231,051.00		
	G	Determining Loan-to-Value Factor for Maximum Mortgage Elig Fico Overlays for lower LTV's for FICO's < 600)	ibility (See <u>Government Loan</u>	97.75%		
	Step 4	Additions to Base Mortgage Amount		Dollar Amount		
	А	Energy Efficient Improvement Amount (EEM)		\$0.00		
	В	Intermediate Base Mortgage Amount = Step 3F + Step 4A		\$231,051.00		
	С	Solar Energy System Cost and Installation		\$0.00		
	D	Step 2G x 20% (i.e. After-Improved Value x 20%)		\$48,000.00		
	E	Solar Energy Amount to be Added to Base Mortgage Amount –	Lesser of Step 4C or 4D	\$0.00		
	F	Step 3E x 120% (i.e. Nationwide Mortgage Limit x 120%)		\$508,920.00		
	G	Final Base Mortgage Amount = Lesser of (Sum of Step 4B and S	tep 4E) or Step 4F	\$231,051.00		
		Funds to be provided by the Borrower at time of Closing		\$0.00		
	Step 5	Calculating the LTV for Application of Annual MIP				
	Α	MIP LTV = Step 4G / Step 2G (i.e. Final Base Mortgage Amount	/ After-Improved Value)	96.271%		

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Data Taura	MAXIMUM MORTGAGE CALCULATION					
Rate-Term Refinance – Example #2	e - Step			Dollar Amount		
	A	Repair and Improvement Costs and Fees Total (Sum of A1 to A7)		\$47,275.00		
		Cost of Construction Repairs & Rehab	\$45,000.00	ψ177 <u>2</u> 73.00		
		Architectural or Engineering Professional Fees	\$0.00			
		3. 203(k) Consultant Fees	\$800.00			
		4. Draw Inspection Fees during Construction Period	\$1,000.00			
		5. Title Update Fees	\$125.00			
		6. Permit Fees	\$350.00			
		7. Feasibility Study (when necessary)	\$0.00			
	В	Financeable Contingency Reserves		\$4,500.00		
	С	Financeable Mortgage Payment Reserves		\$0.00		
	D	Financeable Mortgage Fees Total (Sum of D1 & D2)		\$776.00		
		Financeable Origination Fee		·		
		Discount Points on Repair Costs and Fees				
	Е	Total Rehabilitation Costs (Sum of Step 1A, 1B, 1C and 1D)		\$52,551.00		
	Step 2	Establishing Value		Dollar Amount		
		Adjusted As-Is Value				
	Α	Existing Debt on Property Being Refinanced		\$173,000.00		
	В	Total Rehabilitation Costs (Step 1E)		\$52,551.00		
	С	Fees Associated with the New Loan (Closing Costs/Prepaids)		\$5,500.00		
	D	Sum of Step 2A, Step 2B and Step 2C		\$231,051.00		
	E As-Is Property Value (when an As-Is Appraisal is performed)		\$0.00			
	F	Adjusted As-Is Value		\$178,500.00		
		After-Improved Value				
	G	Appraised Value (subject to repairs and improvements)		\$240,000.00		
	Step 3 Calculating Maximum Mortgage		Dollar Amount			
	Α	Step 2D (Sum of Step 2A, Step 2B and Step 2C)		\$231,051.00		
	В	Sum of Step 2F + Step 1E (i.e. Adjusted As-Is Value + Step 1 total	ıl)	\$231,051.00		
	С	Step 2G (i.e. After Improved Value) x 110% (or 100% for Condon	niniums)	\$264,000.00		
	D	Lesser of Step 3B or Step 3C x LTV factor (see Step 3G)		\$231,051.00		
	E	Nationwide Mortgage Limit		\$424,100.00		
	F	Initial Base Mortgage Amount (Lesser of Steps 3A, 3D or 3E)		\$231,051.00		
	G	Determining Loan-to-Value Factor for Maximum Mortga FHA/VA/Bond/USDA Overlays for lower LTV's for FICO's < 600)	age Eligibility (See Retail	97.75%		
	Step 4	Additions to Base Mortgage Amount		Dollar Amount		
	А	Energy Efficient Improvement Amount (EEM)		\$0.00		
	В	Intermediate Base Mortgage Amount = Step 3F + Step 4A		\$231,051.00		
	С	Solar Energy System Cost and Installation		\$0.00		
	D	Step 2G x 20% (i.e. After-Improved Value x 20%)		\$48,000.00		
	E	Solar Energy Amount to be Added to Base Mortgage Amount –	Lesser of Step 4C or 4D	\$0.00		
	F	Step 3E x 120% (i.e. Nationwide Mortgage Limit x 120%)		\$508,920.00		
	G	Final Base Mortgage Amount = Lesser of (Sum of Step 4B and St	ep 4E) or Step 4F	\$231,051.00		
		Funds to be provided by the Borrower at time of Closing		\$5,202.50		
	Step 5	Calculating the LTV for Application of Annual MIP				
	A MIP LTV = Step 4G / Step 2G (i.e. Final Base Mortgage Amount / After-Improved Value)					

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		MAXIMUM MORTGAGE CALCULATION		
\$100 Down Payment	Step 1	Identify the lesser of the below calculation:		
(HUD REO)		As-Is Value* + Renovation Costs – (minus) \$100.00; or	137.1	
Purchase		110% of After-Improved Value (Condo limited to 100% of After-Improved		
		* HUD does not require an As-Is Value; HUD assumes the purchase pi	rice is the As-Is Value.	
	Step 2	Add UFMIP to Base Loan Amount to obtain Total Loan Amount.		
		HUD REO property does not qualify for Section 203(b) or Section 203(b) with ble for FHA-insured financing only under Section 203(k).	Repair Escrow, and is	
		\$100 Down Sales incentive allows a Borrower to purchase a HUD REO prop	erty with FHA-insured	
		ncing with a minimum down payment of \$100.00	,	
		tract Sales Terms		
	»	Line 4 of the sales contract will specify the Insured HUD REO Purchase Pro Borrower is applying, the down payment and the mortgage amount.	gram under which the	
	»	Regardless of the Insured HUD REO Purchase Program on Line 4 of the cordetermine the eligibility of the property, the borrower and the specific Program that must be used to finance the purchase.		
	»	The amount of the cash down payment specified on Line 4 will be \$100.		
	»			
	»	Contributions by HUD toward the Borrower's closing costs are not define Contributions or Inducements to Purchase.	ed as Interested Party	
	»	REMN WS will require a 15% Contingency Reserve will be required if utilitie working order.	s are not on/in proper	
		STANDARD & LIMITED		
	Purchase	e Price + Renovation Costs	Dollar Amount	
	Purchase	Price	\$100,000	
	Total Co	st of Repairs (labor & materials)	\$3,500	
	Allowabl	e Fees/Costs	\$475	
	Continge	ency Reserve (15%)	\$525	
	Total Pu	rchase Price and Renovation Costs	\$104,500	
		After-Improved Value	\$110,000	
		proved Value (Located in Reconciliation section of Appraisal)		
		m Base Loan Amount - \$100	\$104,400	
		ortgage Amount with 1.75% UFMIP	\$106,227	
		xample the Purchase Price + Renovation Costs is less than 110% of After-Impr	oved Value. Therefore	
	\$104,400	) is used to calculate the base loan amount.		

MAXIMUM MORTGAGE CALCULATION

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# FHA 203(k) – Rehabilitation Mortgage REMN Wholesale Product Description

	HUD REO		
	SUMMARY of HUD REO SALE POLIC	CY CHANGES	
Policy	Case Numbers Assigned BEFORE September 14, 2015 Case Numbers Assigned ON and AFTER S 14, 2015		
REO Appraisal	<ul> <li>♦ Used to establish REO list price; and</li> <li>♦ Used to calculate maximum mortgage amount</li> </ul>		
Ordering New Appraisal	Allowed only when		
Maximum Mortgage Amount	Based on the lesser of;	♦ Based on Adjusted Value	
Financing UFMIP on \$100 Down Loans	Only if total loan amount does not exceed appraised value	♦ UPMIP may be financed with NO restriction.	

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REPAIRS					
Eligible Repairs	STANDARD	LIMITED			
		<ul> <li>If replacing or addition to non-ground floor structures requires review and approval by RCS.</li> <li>Site improvements such as landscaping, patios, decks, etc. must increase the As Is Property Value equal to the dollar amount spent on the improvements or be necessary to preserve the property from erosion. Appraiser will need to comment on the value added for these types of improvements</li> <li>Pool repairs allowed no dollar limit</li> </ul>			
Repairs Eligible for	♦ Reconstructing a structure that has been or v	will be demolished, provided the complete existing			
Standard 203(k)	foundation system is not affected and still be used.				
ONLY	♦ Repairing, reconstructing, or elevating an existing foundation where the existing structure will not be				
	demolished or torn down.				
	Major structural alterations and additions (additions to the structure, finish attics and basements, repair     of termita damage and the treatment against termita infectation, etc.)				
	of termite damage and the treatment against termite infestation, etc.)  Changes for improved functions and modernization (remodeling kitchens and bathrooms)				
	Attached room addition				
	<ul> <li>♦ Rehabilitating, improving, or constructing a garage</li> </ul>				
	♦ Elimination of health and safety hazards				
	♦ Changes for aesthetic appeal and elimination of obsolescence				
	Major landscaping or site improvements				
	» Landscaping or site improvements must add permanent value to the property; correct any fire, health or safety issue and not be considered a luxury improvement				
	<ul> <li>Repair of bulkheads, piers, etc. would be acceptable but new construction of these items is not acceptable.</li> </ul>				
	<ul> <li>Site improvements, landscaping, patios, decks and terraces must increase the As-Is Property Value equal</li> </ul>				
	· · · · · · · · · · · · · · · · · · ·	or be necessary to preserve the Property from erosion.			
	♦ Relocation of load bearing walls				
	♦ Other major improvements permanently fixed to t				
	♦ Converting multi-unit dwelling to single family or				
	<ul> <li>Improvements for disabled persons are allowed showers. Creating accessibility for persons with dis</li> </ul>	for therapeutic items such as special bathtubs and/or sabilities.			

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## FHA 203(k) – Rehabilitation Mortgage REMN Wholesale Product Description

	REPAIRS	
Ineligible Repairs	STANDARD	LIMITED
	Items and improvements that do not become a	Items and improvements that do not become a
	permanent part of the real property are not eligible.	permanent part of the real property are not eligible.
	♦ Barbeque pit, outdoor fireplaces, hearths,	♦ Barbeque pit, outdoor fireplaces, hearths,
	bathhouses	bathhouses
	Exterior hot tubs, saunas, spas or whirlpool baths	Exterior hot tubs, saunas, spas or whirlpool baths
	♦ Dumbwaiters	♦ Dumbwaiters
	♦ Photo murals	♦ Photo murals
	♦ Swimming pool installation	Swimming pool installation
	Television antennas and satellite dishes	Television antennas and satellite dishes
	→ Tennis courts  → Tree curgen.	→ Tennis courts  → Tree curgen.
	<ul><li>♦ Tree surgery</li><li>♦ Additions or alterations to provide for</li></ul>	<ul><li>♦ Tree surgery</li><li>♦ Additions or alterations to provide for</li></ul>
	commercial	commercial
	Generators	Generators
	Generators	Repairs that do not allow the Borrower to
		occupy the property at closing or within 15 days
		of closing
		♦ New Construction
		♦ Relocation of load bearing walls
		♦ Room additions
		♦ Repairs of any structural damage
		Required repairs arising from the appraisal that:
		» Necessitate a "Consultant" to develop a
		"Specification of Repairs/Work Write-Up"
		♦ Require plans or architectural exhibits

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#### APPRAISAL

#### **Appraisal Reports**

#### **Establishing Value**

- An appraisal by an FHA Roster Appraiser is always required to establish the After-Improved Value of the property. Except as described below in cases of property flipping and refinance transactions, REMN WS is not required to obtain an As-Is Appraisal and may use alternate methods mentioned below to establish the Adjusted As-Is Value. If an As-Is Appraisal is obtained, REMN WS must use it in establishing the Adjusted As-Is Value.
  - » Appraisal reports should be noted "subject to the following repairs or alterations".
  - » Market Value; to determine the estimate of market value after rehabilitation in any neighborhood, the Appraiser must give full consideration to neighborhood improvements that are proposed and in process through government action and/or organized community effort. In areas undergoing rehabilitation or revitalization; either with public help or private funds, the value estimate must use market data from similar areas including those that have been revitalized, as world be done in any other appraisal.
  - » Site improvements such as landscaping, patios, decks, etc. must increase the As Is Property Value equal to the dollar amount spent on the improvements or be necessary to preserve the property from erosion. Appraiser will need to comment on the value added for these types of improvements

#### Standard 203(k)

Appraiser must be provided with a copy of the Contractor bid, Feasibility Study or completed Consultant Write-Up and they must remark on appraisal about the scope of work being completed.

#### Limited 203(k)

- Appraiser must be provided with a copy of the Contractor bid, Feasibility Study or completed Consultant Write-Up and they must remark on appraisal about the scope of work being completed.
- Valuation Analysis and Review
  - » Complete HUD Form 92700 and 203(k) Maximum Mortgage Worksheet to determine market value of the subject property after rehabilitation and the maximum mortgage amount.
  - » Maximum Mortgage Amount to be shown on the Conditional Commitment/Statement of Appraised Value HUD Form 92800.5B.
    - Issue HUD Form 92800.5B with a term of four (4) months.
    - The value placed on this form should always be the As-Is value + cost of rehabilitation or 110% of the value; whichever is less.
  - » Input the figure on line C2 for purchase transactions and line D4 for refinance transaction from HUD Form 92700.
  - » Written Proposal and Cost Estimates
    - REMN must obtain a written proposal and Cost Estimate from a contractor for each specialized repair or improvement. REMN must ensure that the selected contractor meets all jurisdictional licensing and bonding requirements. The written proposal must indicate Work Items that require permits and state that repairs are non-structural. The Cost Estimate must state the nature and type of repair and cost for each Work Item, broken down by labor and materials.
    - REMN must obtain written Cost Estimates for each Work Item, broken down by labor and materials, to be performed by the Borrower under a self-help agreement.
    - A statement from the contractor signed by the borrower detailing that the repair does not prevent the borrower(s) from occupying the Property for more than fifteen (15) days during the rehabilitation period.

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#### APPRAISAL

#### **Adjusted As-Is Value**

**Purchase Transactions** – the Adjusted As-Is Value is the lesser of:

- The purchase price less any inducements to purchase; or
- The As-Is Property Value, as determined by an FHA Roster Appraiser, when an as-is appraisal is obtained.
  - » In the case of property flipping, REMN WS must obtain an As-Is Appraisal if needed to comply with the property flipping guidelines.

## Refinance Transactions – Properties Acquired Less Than or Equal to 12 Months Prior to Case Number Assignment Date.

- For properties acquired by the Borrower within twelve (12) months of the case number assignment date, a second, "As-Is" Appraisal **must** be obtained.
- ♦ The Adjusted As-Is Value is the As-Is Property Value.
- ❖ If the borrower acquired the property by inheritance or through a gift from a family member within twelve (12) months prior to the case number assignment date, REMN WS may utilize the calculation of the Adjusted As-Is Value for properties acquired greater than twelve (12) months prior to the case number assignment date above.

## Refinance Transactions – Properties Acquired Greater Than or Equal to 12 Months Prior to Case Number Assignment Date.

- A second, "As-Is" Appraisal is required when the existing debt on the property, plus the following items exceeds the After-Improved Value:
  - » Financeable Repairs & Improvement Costs;
  - » Financeable Mortgage Fees;
  - » Financeable Contingency Reserves; and
  - Financeable Mortgage Payment Reserves (Standard 203k ONLY)

The "Adjusted As-Is" Value is the value of the "As-Is" Appraisal.

- When the existing debt, plus items listed below does not exceed the After-Improved Value, a second "As-Is" Appraisal is optional.
  - » Financeable Repairs & Improvement Costs;
  - » Financeable Mortgage Fees;
  - » Financeable Contingency Reserves; and
  - » Financeable Mortgage Payment Reserves (Standard 203k ONLY)

The "Adjusted As-Is" Value is calculated using the existing debt, plus closing costs and pre-paid costs of the new mortgage.

NOTE: When using this calculation for the Adjusted As-Is value, in lieu of obtaining a second appraisal, the maximum mortgage amount is limited to 97.75% of the Adjusted As-Is Value, plus the financeable items above. The borrower will be required to document the assets for the remaining 2.25% of the total payoffs, closing costs, and financeable repair items to bring to the closing table.

When the borrower opts to obtain a second, "As-Is" Appraisal, and the value exceeds this calculation, the "As-Is" Value becomes the Adjusted As Is Value, and the borrower can include all payoffs, closing costs, and financeable repair items in the mortgage up to 97.75% of the "As-Is" Value.

- ♦ Existing debt includes:
  - The unpaid principal balance of the 1<sup>st</sup> mortgage as of the month prior to REMN WS disbursement;
  - The unpaid principal balance of any purchase money junior mortgage as of the month prior to the REMN WS disbursement;
  - The unpaid principal balance of any junior liens over twelve (12) months old as of the date of the REMN WS disbursement. If the balance of any portion of an equity line of credit in excess of \$1,000 was advanced within the past twelve (12) months and was for purposes other than repairs and rehabilitation of the property, that portion above and beyond \$1,000 of the line of credit is not eligible for inclusion in the new mortgage;
  - » Interest due on the existing mortgage(s);
  - » MIP due on existing mortgage;
  - » Any prepayment penalties assessed;
  - » Late charges; and
  - » Escrow shortages.

# FHA 203(k) – Rehabilitation Mortgage REMN Wholesale Product Description

APPRAISAL		
Appraisal	Repairs Noted by Appraiser	
After Improved Value	♦ To establish the After-Improved Value, REMN WS must obtain an appraisal of the property subject to the repairs and improvements.	
Documents to be provided to the Appraiser at Assignment	REMN WS must provide the Appraiser with a copy of the Consultant's Work Write-Up and Cost Estimate for a Standard 203(k), or the work plan, contractor's proposal and Cost Estimates for a Limited 203(k).	

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#### **PROPERTY**

#### **Condominium Units**

Rehabilitation is limited only to the interior of the unit. Mortgage proceeds are not to be used for the rehabilitation of exteriors or other areas which are the responsibility of the condominium association, except for the installation of firewalls in the attic for the unit.

- Only the lesser of five (5) units per condominium association, or 25% of the total number of units, can be undergoing rehabilitation at any one time;
- ♦ The maximum mortgage amount cannot exceed 100% of the After-Improved value.
- After rehabilitation is complete, the individual buildings within the condominium <u>must not</u> contain more than four units. By law, Section 203(k) can only be used to rehabilitate units in 1-4 unit structures. However, this does not mean that the condominium project, as a whole, can only have four (4) units or that all individual structures must be detached.
  - Example: A project might consist of six (6) buildings each containing four units, for a total of 24 units in the project and, thus, be eligible for Section 203(k). Likewise, a project could contain a row of more than four (4) attached townhouses and be eligible for Section 203(k) because HUD considers each townhouse as one structure, provided each unit is separated by a 1½ hour firewall (from foundation up to the roof). Similar to a project with a condominium unit with a mortgage insured under Section 234(c) of the National Housing Act, the condominium project must be approved by HUD prior to the closing of any individual mortgages on the condominium units.
    - REMN WS OVERLAY: Project must be approved by HUD at time of case number assignment issuance.
  - » Reminder; four (4) unit limitation applies to "apartment style condominiums"; it does not apply to "townhouse style condominiums" if the condominium has the  $1\frac{1}{2}$  hour firewall (from foundation up to the roof) as indicated above.

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#### **PROPERTY Utilities** If the property is vacant, the appraiser should note in the "Improvements" section under "Condition of Property" whether the utilities were on or off at the time of the appraisal inspection. If the utilities were not on at time of the appraisal inspection; REMN WS will require a 15% contingency reserve to be established. In all instances, the functionality of electrical and plumbing is addressed by independent contractors/consultants or other industry professionals. This includes winterized and/or REO properties. Contractors or consultants must address possible repairs in their bid. Bids should be marked "Final" not "Estimate". No price expiration dates should be present. Below are examples of documentation that can be received to provide a reasonable expectation that utilities were on and properly functioning if the subject property is vacant or in need of repairs. Winterized Certification from vendor who conducted the winterization indicating utilities were on and in **Property** proper working order at the time the winterization was completed. Extensive work write-up that addresses all utility related issues. Water / Home inspection that was completed at the time the water was on and properly functioning. **Plumbing** Plumbing pressurized test. Professional inspection performed by licensed specialty contractor (i.e. plumber).\* Extensive work write-up that addresses all plumbing related issues. Home inspection that was completed at the time the electric was on and properly functioning. **Electric** Professional inspection performed by licensed specialty contractor (i.e. electrician).\* Extensive work write-up that addresses all electric related issues. **HUD REO** If the utilities are off at the time of inspection, the Appraiser must ask to have them turned on **Properties** and complete all requirements under Mechanical Components. However, if it is not feasible to have the utilities turned on, then the appraisal must be completed without the utilities turned on or the mechanical system functioning. The appraisal report must include the applicable property specific appraisal reporting form, all required exhibits and a copy of the PCR. **Property Condition Report** Item Description/Condition Functionality/Test Notes Item Functionality The HVAC system was powered with a 220V generator and no apparent deficiencies were revealed. The drop temperature test on ac side showed temperature dropped but on the heat side could not because the gas was not active. Cooling/Air-Conditioner: OK **HVAC** tested and Yes --Heating/Furnace: functional?: --HVAC System Duct: The electrical system was powered with a 220V generator and no apparent deficiencies were revealed. Electric worked in all rooms. Electrical Wiring: Electric supply functional?: Yes --Other: N/A All built in appliances were powered with a 220V generator and no apparent deficiencies were revealed. Stove/Range/Oven: ок **Built-in appliances** --Kitchen Cabinets: oĸ functional?: --Other: Plumbing: oĸ Water supply tested and functional?: Active pressure was applied with a compressor to the plumbing system and it held pressure at 30 psi. --Sink: oĸ --Other: N/A Our assessment of the water heater revealed no apparent deficiencies at the time of the inspection. Water Heater: oĸ Water heater functional?: Yes Our assessment of the sewage system revealed no apparent deficiencies at the time of the inspection Sewer/Septic System: oĸ Sanitary & plumbing system functional?: --Toilet: oĸ --Other: N/A Roof: Roofing in acceptable condition?: The shingles on the structure have two or more years of useful life N/A Yes State/Local requirements must be followed when obtaining individuals or vendors to complete the

\* State/Local requirements must be followed when obtaining individuals or vendors to complete the certification. The certification and work may be performed by the same individual/vendor. General contractors (GC's) are not eligible to perform the aforementioned professional inspections.

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The Borrower will select the general Contractor(s); maximum of one (1) Allowed, who will provide the estimate for the work to be done. REMN WS will review the Borrower's proposed work plan and cost estimates to ensure the planned work meets all program and repair recommendations as noted in the appraisal report. The Borrower must provide REMN WS with written references from a duly licensed and bonded Contractor(s) for each specialized repair or improvement.  \$\displayer{\text{Contractor}(s)\$ must be licensed and insured as required by State and Local (City, County, Municipality, etc.) requirements.  \$\displayer{\text{Contractor}(s)\$ reverse point references from a duly licensed and bonded Contractor(s) for each specialized repair or improvement.  \$\displayer{\text{Contractor}(s)\$ must be licensed and insured as required by State and Local (City, County, Municipality, etc.) requirements.  \$\displayer{\text{Contractor}(s)\$ reverse point etc. contact RCS for details.  The repairs and improvements must meet any local codes and ordinances and the Contractor must obtain all required permits prior to the 1st draw. Renovation Refinances where the scope of work includes major additions to the current structure and/or building additions to the current structure and/or building additional detached structures such as garages require all permits to be obtained prior to Funding.  \$\displayer{\text{REMN}\$ WS will review the Contractor's credentials, work experience, social media postings, public record information, and client references. REMN WS may require the Borrower to provide additional cost estimates if necessary.  \$\displayer{\text{After REMN}\$ WS review the selected Contractor(s) must agree in writing to complete the work for the amount of the cost estimate and within the allotted time frame.  \$\displayer{\text{Contractor}(s)\$ must finish the work in the loan file.		CONTRACTOR & REHABILITATION	PROCESS
maximum of one (1) Allowed, who will provide the estimate for the work to be done. REMN WS will review the Borrower's proposed work plan and cost estimates to ensure the planned work meets all program and repair recommendations as noted in the appraisal report. The Borrower must provide REMN WS with written references from a duly licensed and bonded Contractor(s) for each specialized repair or improvement.  † Contractor(s) must be licensed and insured as required by State and Local (City, County, Municipality, etc.) requirements.  † REMN WS will allow additional "specialty Contractor" for very special technical items such as: pool repair, fencing, well/septic, lead based paint, etc. contact RCS for details.  † The repairs and improvements must meet any local codes and ordinances and the Contractor must obtain all required permits prior to the 1st draw. Renovation Refinances where the scope of work includes major additions to the current structure and/or building additional detached structures such as garages require all permits to be obtained prior to Funding.  † REMN WS will review the Contractor's credentials, work experience, social media postings, public record information, and client references. REMN WS may require the Borrower to provide additional costs estimates if necessary.  † After REMN WS review the selected Contractor(s) must agree in writing to complete the work for the amount of the cost estimate and within the allotted time frame.  † The Contractor(s) must finish the work in the loan file.	<b>Contractor Selection</b>		
Home/Contractor Agreement(s) and any approved change order.  Rehabilitation Construction Period begins when approved change order.  **Agreement(s) and any accordance with the written estimated the standard acco	Contractor Selection	The Borrower will select the general Contractor(s); maximum of one (1) Allowed, who will provide the estimate for the work to be done. REMN WS will review the Borrower's proposed work plan and cost estimates to ensure the planned work meets all program and repair recommendations as noted in the appraisal report. The Borrower must provide REMN WS with written references from a duly licensed and bonded Contractor(s) for each specialized repair or improvement.  ❖ Contractor(s) must be licensed and insured as required by State and Local (City, County, Municipality, etc.) requirements.  ❖ REMN WS will allow additional "specialty Contractor" for very special technical items such as; pool repair, fencing, well/septic, lead based paint, etc. contact RCS for details.  ❖ The repairs and improvements must meet any local codes and ordinances and the Contractor must obtain all required permits prior to the 1 <sup>st</sup> draw. Renovation Refinances where the scope of work includes major additions to the current structure and/or building additional detached structures such as garages require all permits to be obtained prior to Funding.  ❖ REMN WS will review the Contractor's credentials, work experience, social media postings, public record information, and client references. REMN WS may require the Borrower to provide additional cost estimates if necessary.  ❖ After REMN WS review the selected Contractor(s) must agree in writing to complete the work for the amount of the cost estimate and within the allotted time frame.  ❖ The Contractor(s) must agree in writing to complete the work for the amount of the cost estimate and within the allotted time frame.  ❖ The Contractor(s) must agree in writing to complete the work for the amount of the cost estimate and Home/Contractor Agreement(s) and any approved change order.	The Borrower will select the Contractor(s); up to a maximum of three (3) allowed, who will provide the estimate for the work to be done. REMN WS will review the Borrower's proposed work plan and cost estimates to ensure the planned work meets all program and repair recommendations as noted in the appraisal report. The written proposal must indicate Work Items that require permits and state that repairs are non-structural. The Borrower must provide REMN WS with written cost estimate(s) and references from a duly licensed and bonded Contractor(s) for each specialized repair or improvement.  Contractor(s) must be licensed and insured as required by State & Local (City, County, Municipality, etc.) requirements.  The repairs and improvements must meet any local codes and ordinances and the Contractor must obtain all required permits prior to the commencement of the work.  The cost estimate(s) must clearly state the nature and type of repair and the cost for completion of the work item.  REMN WS will review the Contractor's credentials, work experience, social media postings, public record information, and client references. REMN WS may require the Borrower to provide additional cost estimates if necessary.  After REMN WS review the selected Contractor(s) must agree in writing to complete the work for the amount of the cost estimate and within the allotted time frame.  Contractor's cost estimate(s) and the Homeowner/Contractor Agreement(s) must be in the loan file.  The Contractor(s) must finish the work in accordance with the written estimate and Home/Contractor Agreement(s) and any approved change order.

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#### **CONTRACTOR & REHABILITATION PROCESS**

## Contractor Required Information

Mortgagee Letter 1998-11 required REMN WS to "approve" Contractors prior to closing and numerous questions have surfaced regarding the intent of this requirement. HUD does not expect REMN WS to actually approve Contractors, but rather assure that an "acceptable" general Contractor (or specialized Contractor) has been hired and by contract agrees to complete the work described in the work write-up for the amount of the cost estimate and within the allotted time frame. Contractors are required to provide the following information:

- ♦ Contractor Profile Report
  - » If the Contractor has been accepted by RCS, this form is not required for each loan submission RCS will advise when a new contractor profile is required.
- ♦ Applicable licenses as required by the state, local municipality, county and city jurisdictions.
  - » Verification of current active licenses may be obtained from individual State maintained websites; provided sufficient information is available to RCS (name of company, name or primary principal, address, type of license, license number and expiration date).
- Applicable proof of insurance as required by the local, state, county and city jurisdictions
  - \$1,000,000 General Liability (as required by the state)
  - » Workmen's Compensation
  - » Builder Risk (required only if Master Insurance does not cover construction)
- ♦ Three (3) business references
  - » Include the name and address of the reference, scope of work and cost of work completed.
- ♦ Completed Federal W-9
- ♦ Homeowner/Contractor Agreement
- ♦ Contractor Acknowledgement
- Signed detailed bid itemizing the specific cost (material and labor) of each individual repair. Bids should be marked "Final" not "Estimate". No price expiration dates should be present.
- REMN WS will limit the number of Contractor's to one (1) under the Standard program.
  - » REMN WS will allow additional "specialty Contractor" for very special technical items such as; pool repair, fencing, well/septic, lead based paint, etc. contact RCS for details.
- ♦ REMN WS will limit the number of Contractor's to three (3) under the Limited program.
- REMN WS Concierge Services will maintain a database of validated Contractors and their expiration dates.

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#### **CONTRACTOR & REHABILITATION PROCESS**

## **REMN WS Contractor Review Requirements**

REMN WS must review the following items pursuant to the proposed Contractor; credentials, work experience, licensing information, type of work performed, experience, social media postings, public record information, and client references. Also, it is **required** that Borrowers and Contractors complete an agreement that outlines the rights, responsibilities of each party.

- Renovation Concierge Services will not review a contractor for acceptance until the loan file has become an application.
- Contractors are not approved by HUD or REMN WS; we will only accept or reject the submitted request.
  - » REMN WS Renovation Concierge Services is responsible to Contractor acceptance.
- ♦ Contractor Bids Limited ONLY
  - » While REMN WS is not a Contractor, participation in this program requires that we examine the Contractor's bid(s) and determine that they fall within the usual and customary range for similar work. REMN WS must also ensure that the selected Contractor(s) meet all jurisdictional licensing and bonding requirements.
  - » Every bid received must include the Borrower(s) name and property address and must be signed by both the Borrower and Contractor.
  - » Bids received from Contractors: LIMITED ONLY
    - Should clearly state the nature and type of repair/renovation and cost for completion of each work item to be performed.
    - Should be very detailed to show the following
      - Material and labor cost of each item.
      - General description of material items.
      - No expiration date should be shown on any cost estimate as date of completion is unknown at time of bid write up.
    - Cost + Bids are not acceptable.

#### Standard Self-Help

Written proposal must indicate Work Items that require permits and state that repairs are non-structural.

REMNWS only allows "Self-help" by exception basis, from Executive Management, prior to loan submission.

- In the event, self-help exception is approved, the below applies.
- ♦ Consultant must complete a full write up and loan amount must include the estimated cost of labor and material even though borrower will not be reimbursed for labor cost.
- REMN WS must document approval for the Borrower to act as the general contractor or to complete their own work.
- REMN WS must verify and document that the Borrower is either a licensed general contractor or can document experience in completing rehabilitation projects.
- REMN WS must ensure the Borrower demonstrates the necessary expertise and experience to perform the specific repair competently and timely.
- REMN WS must instruct the Borrower of the requirement to maintain complete records showing the actual cost of rehabilitation, including paid receipts for materials and Lien Waivers from any subcontractors.
- Subcontractors must be licensed and insured and can receive directly payment.
- REMN WS must ensure all permits are obtained prior to commencement of work. Renovation Refinances where the scope of work includes major additions to the current structure and/or building additional detached structures such as garages require all permits to be obtained prior to Funding.
- REMN WS must obtain Cost Estimates that clearly state the cost for completion of each Work Item, including the cost of labor and materials; however, only materials cost will be reimbursed.
- REMN WS must obtain a signed Rehabilitation (Self-Help) Loan Agreement from the Borrower.
- ♦ Borrower must submit a Work Plan detailing the work to be performed.

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#### **CONTRACTOR & REHABILITATION PROCESS**

#### **Limited Self-Help**

- ♦ REMNWS only allows "Self-help" by exception basis, from Executive Management, prior to loan submission.
- ♦ In the event, self-help exception is approved, the below applies.
- While not prohibited, the Department of Housing & Urban Development urges REMN WS to exercise extreme caution in approving 203(k) loan applications where the Borrower wants to act as the General Contractor.
- ♦ Only in those cases where REMN WS has verified that the Borrower **is** a general Contractor or can document experience in completing rehabilitation projects, may we approve "self-help" arrangements.
- ♦ A HUD consultant feasibility study is required for all Self-Help projects to ensure property after repairs meeting HUD Minimum Property Standards.

The Borrower must also understand that they will get paid only for materials and not for their labor ("sweat equity") on work that they perform. Subcontractors must be licensed and insured and can receive directly payment

- REMN WS must make sure that the Borrower understands the 203(k) program at the construction stage and the risks inherent in rehabilitation projects.
- In the case of a "self-help" arrangement, REMN WS should make sure that the work write-up clearly states the cost of labor and of materials for the work items.
  - » The borrower cannot eliminate the cost estimate for labor because if he/she cannot complete the work, there must be sufficient money in the escrow account to get a subcontractor to do the work.
- The Borrower should maintain records documenting actual costs and lien waivers in the same way that a General Contractor would.
  - » HUD discourages the use of Self Help with the exception of very small projects
  - » The Borrower(s) must perform all the work, no other Contractors will be allowed
  - » Borrower is only reimbursed for cost of material, no sweat equity and no checks/disbursements are made until the project is complete (REMN WS will not disburse 50% at closing)
    - If the Borrower is using a big box store company (i.e. Home Depot, Lowes, Sears, etc.) for minor items such as flooring, appliances, wall coverings, etc. and there is no other work being completed, REMN WS will view the store as a simple supplier of the material; thus no contractor docs would be necessary.
      - In these instances; on a case-by-case basis REMN WS may disburse up to 50% of the cost of the material at closing directly to the store/material supplier to get the order started.
      - Remaining balance would then be disbursed when the job has been completed.
- Borrower must supply REMN WS with material estimate to complete 203(k) Max Mortgage Worksheet
- ♦ If the cost of material is above \$7,500, the Borrower must demonstrate to REMN WS that he/she has both the financial resources to purchase material and necessary expertise to perform the work.
- ❖ If the renovation is less than \$7,500; HUD does not require a 10% contingency reserve; REMN WS will not require a contingency; however, a final inspection from the appraiser will be required.
- Due to Texas 50(a)(6) restrictions, when a property is located in TX, REMN WS must pay the supplier of material directly.
- REMN WS must obtain a signed Rehabilitation (Self-Help) Loan Agreement from the Borrower.

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#### 203(k) HUD Consultant

♦ A FHA-Approved 203(k) Consultant is required for all Standard 203(k) mortgages and may be used for Limited 203(k) mortgages. Any Consultant who performs work on a 203(k) must be listed on the FHA 203(k) Consultant Roster. The Consultant inspects the property and prepares the architectural exhibits, the Work Write-Up and Cost Estimate.

# 203k Consultants The 203k Consultant window allows users to search for 203k Consultants by name and/or city and state. Detailed help is available online. For comments or other questions, click here. Consultant ID: Last Name First Name Name: City: State: Select State Reset Reset

- ♦ The HUD Consultant can do the inspections during the construction stage.
  - » The HUD Consultant cannot be the Contractor on the job, because it is considered a conflict-of-interest.
- The HUD Consultant manages the entire project
  - » Consultant(s) work for HomeBridge Financial Services, Inc., DBA Real Estate Mortgage Network
  - » Consultant(s) work directly with the borrower(s) and contractor(s).
  - » Gives a Work Write-Up copy to the Borrower so their Contractor can put his prices on the plan.
    - Contractor signs and acknowledges the Scope of Repairs from the HUD consultant as the approved documents.
  - » The Consultant's pricing should be based on current market costs or materials and labor.
  - » The Consultant's Work Write-Up is supplied to the Appraiser for the after-improved appraisal.
  - » Determines if property uninhabitable and number of months PITI escrows can be escrowed.
  - » The HUD Consultant performs draw inspections to approve disbursement to Contractor.

#### **Consultant Duties**

The Consultant must perform the following duties in accordance with the requirements set forth below.

#### **Feasibility Study**

- If requested by the Borrower or REMN WS to determine if a project is financially feasible, the Consultant must prepare a Feasibility Study.
  - » A Feasibility Study consists of a preliminary inspection of the property and an estimate of the materials and cost for the work that will be necessary to comply with HUD requirements.

#### **Consultant Inspection**

- The Consultant must inspect the property to ensure:
  - There are no rodents, dry rot, termites and other infestation on the property;
  - » There are no defects that will affect the health and safety of the occupants;
  - » There exists adequate structural, heating, plumbing, electrical and roofing systems; and
  - » There are upgrades to the structure's thermal protection (when necessary).

(Continued on following page)

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## 203K HUD Consultant

- ♦ The Consultant must prepare a report on the current condition of the property that categorically examines the structure utilizing the 35 Point Checklist. The report must address any deficiencies that exist and certify the condition of all major systems; electrical, plumbing, heating, roofing and structural.
- The Consultant must determine the repairs/improvements that are required to meet HUD's Minimum Property Requirements (MPR), Minimum Property Standards (MPS) and local requirements.

#### **Architectural Exhibits**

The Consultant is responsible for identifying all required architectural exhibits. The Consultant must prepare the exhibits, or, if not qualified to prepare all the necessary exhibits, must obtain the exhibits from a qualified subcontractor.

#### **Work Write-Up and Cost Estimate**

The Consultant must prepare an unbiased Work Write-Up and Cost Estimate without the use of the contractor's estimate. The Work Write-Up and Cost Estimate must be detailed as to work being performed per the project proposal, including the necessary reports described in <a href="Architectural Exhibit Review">Architectural Exhibit Review</a> section.

#### **Draw Request Inspection**

The Consultant must inspect the work for completion and quality of workmanship at each draw request.

#### **Change Order**

At the Borrower's or REMN WS's request, the Consultant must review the proposed changes to the Work Write-Up and prepare a change order.

#### Work Stoppages or Deviations from the Approved Write-Up

- The Consultant must inform the Mortgagee of the progress of the rehabilitation and of any problems that arise, including:
  - » Work stoppages of more than 30 consecutive Days or work not progressing reasonably during the rehabilitation period;
  - » Significant deviations from the Work Write-Up without the Consultant's approval;
  - » Any issues that could affect adherence to the program requirements or property eligibility; or
  - » Any issues that could affect the health and safety of the occupants or the security of the structure.

#### **Consultant Fee Schedule**

#### **Feasibility Study**

» If requested by the Borrower or REMN WS to determine if a 203(k) mortgage is feasible, the Consultant may charge and additional fee of \$100.00 for the preparation of a Feasibility Study.

#### **Work Write-Up**

- » The Consultant may charge fees listed below for preparation of the Work Write-Up and review of architectural exhibits:
  - \$400.00 for repairs less than \$7,500.00
  - \$500.00 for repairs between \$7,501.00 and \$15,000.00
  - \$600.00 for repairs between \$15,001.00 and \$30,000.00
  - \$700.00 for repairs between \$30,001.00 and \$50,000.00
  - \$800.00 for repairs between \$50,001.00 and \$75,000.00
  - \$900.00 for repairs between \$75,001.00 and \$100,000.00
  - \$1,000.00 for repairs over \$100,000.00
- » The Consultant may charge and additional \$25.00 per additional Dwelling Unit.

(Continued on following page)

## 203k HUD Consultant

#### **Draw Inspection Fee**

For each draw request, The Consultant may charge an inspection fee that is reasonable and customary for work performed in the area where the property is located, provided the fee does not exceed a maximum of \$350.00.

#### **Change Order Fee**

♦ The Consultant may charge \$100.00 per change order request.

#### **Re-Inspection Fee**

The Consultant may charge a \$50.00 fee when re-inspection of a Work Item is requested by the Borrower or REMN WS.

#### Mileage Fee

The Consultant may charge a mileage fee at the current IRS mileage rate when the Consultant's place of business if more than 15 miles from the property.

#### **Improvements Standards**

- General Improvement Standards
  - » The Consultant must ensure that the property will comply with HUD's MPR or HUD's MPS after the improvements have been completed, and meet or exceed local building codes.
- Improvement Standards for Storm Shelters
  - When a storm shelter is part of the rehabilitation, the Consultant must ensure that its construction is consistent with guidelines issued by the Federal Emergency Management Agency.
- Foundation Standards
  - » Existing Structure Moved to a New Foundation
    - Prior to placement of the existing structure on the new foundation, the Consultant must obtain from the Borrower a report from a licensed structural engineer stating that the foundation is structurally sound and capable of supporting the structure.
    - After placement of the existing structure on the new foundation, the Consultant must obtain from the Borrower a report from a licensed structural engineer stating that the structure has been properly placed and secured to the new foundation.
    - Structure is Reconstructed on the Existing Foundation
    - Prior to reconstruction of the structure, the Consultant must obtain from the Borrower a report from a licensed structural engineer stating that the foundation is structurally sound and capable of supporting the proposed construction of the structure.
  - » Existing Structure will be Elevated
    - Prior to elevation of the existing structure, the Consultant must obtain from the Borrower a report from a licensed structural engineer stating that the foundation is structurally sound and capable of supporting the structure.
    - After elevation of the existing structure, the Consultant must obtain from the Borrower a report from
      a licensed structural engineer stating that the structure has been properly placed and secured to the
      new foundation.

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## **Architectural Exhibit Review**

The Consultant must prepare or obtain and review all applicable architectural exhibits. Architectural exhibits may include, but are not limited to, the following:

- Well certification;
- ♦ Septic certification;
- → Termite report (including all outbuildings);
- ♦ Proposed plot plans for new additions;
- ♦ Foundation certification by a licensed structural engineer if:
  - » The existing Structure will be moved to a new foundation;
  - » The Structure is being reconstructed on the existing foundation; or
  - » The existing Structure will be elevated.
- ♦ Cabinetry plans and elevations;
- New Construction exhibits to obtain a building permit for an addition;
- Grading and drainage plans; or
- Engineering and soil/geotechnical reports.

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