

# **ALLY**

Consumer - No Ratio

# **Underwriting Guideline**



Seller Concessions

6% Max

CHAMPIONS ALLY Consumer - No Ratio				
	LTV	FICO	Reserves	
Purchase   Rate and	80%	720	18 Months	
Term	75%	680	18 Months   Interest Only 24 Months	
207/0763	70%	660	12 Months   Interest Only -Not Eligible	
3	75%	720	Reserves 18 Months   Interest Only 24 Months	
Cash Out Refinance	70%	700	12 Months   Interest Only 24 Months	
	65%	660	12 Months   Interest Only -Not Eligible	
*Maximum Loan Amounts*				
			e   Rate and Term	
			52,000,000	
			Out Refinance \$2,000,000	
		Notice and the second second	* (Condo   IO   Reserves)	
Purchase	e/Rate and Term	-	Cash Out Refinance	
	Max LTV 75%		Condo Max LTV 70%	
	Only Max LTV 75%		Interest Only Max LTV 75%	
104 (104)	27	ned requires 2 n	ure are based upon the fully amortized payment. (PITIA) nonths Additional PITIA for Subject Property OR each additional p to 18 months reserves.	
			Credit	
Consumer Lates in mo		ths (LOE require	Months - For All Mortgages  d. Compensating documentation may be required at underwriter discretion)	
			e Seasoning - 7 Years	
			eed in Lieu - 48 Months	
	BK		Months from Discharge Date	
	1		nal Requirements	
Appraisal	not acceptable.	Loan Amounts ≥ \$1,500,000 require 2 appraisals. Properties with condition rating of 5 or 6 are not acceptable. Desk review required for all loan files not requiring 2nd appraisal. Transferred appraisal acceptable. 2nd appraisal or Desk Appraisal must be ordered from Champions		
	Approved AMC.	9	100	
Acreage	Max 10 acres.			
Assets	Sourced and Se	Sourced and Seasoned for 30 days		
Citizenship	US Citizen, Permanent Resident Alien, Non-Permanent Resident Alien (With US Credit and acceptable VISA).			
Compliance	See Guidelines for Escrow Requirements - Compliance with all applicable Federal and State regulations. No Section 32 or State High Cost.			
	If appraisal indicates property is located in a declining market:  Purch   Rate & Term: 10% reduction to max LTV  Cash-out: 15% reduction to max LTV  Properties listed for sale within the most recent 3 months of subject loan application date, are			
Declining Market				
	The second second second second second			
Forbearance	ineligible for a Cash-Out Refinance.  If the borrower has resolved missed payments through a loss mitigation solution, they are eligible for a new mortgage loan if they have at least three (3) timely payments. FNMA requirements in regards to Forbearance reinstatement apply.			
	requirements in	regards to Fort	pearance reinstatement apply.	
Max Financed Properties	Maximum 20 fi	Maximum 20 financed properties.		
Occupancy	Primary Residence and Second Homes			
Prepayment Penalty	Primary Residence and Second Homes  Not Allowed			
Ineligible States District of Columbia, Maine, Maryland, Nevada, Pennsylvania, Washington & West Virginia				
Property Types	SFR, PUD, Townhome, Condominium (Condos in Florida require a Full Cond Review), 2-4 Unit, Modular, Rural and Log Homes.			
Qualifying Rate	Fixed = Note Rate. ARM = Greater of Note Rate or Fully Indexed Rate. Interest Only - ITIA			
equalitying nate	00857000	101 7/0	10St = 0)	
Reserves	Minimum reserves required per grid above.  Gift funds may not be used for reserves. <u>Cash-out Fully Amortized Loan</u> : Borrower must have the first 3 months of PITIA reserves of their own eligible funds, not including the cash out proceeds available to the borrower; the loan proceeds disbursed to the borrower may be used to meet the remaining reserve requirement. <u>Cash-Out Interest Only</u> : Cash-out from the subject transaction may not be utilized to meet the minimum reserve requirements.  *Reserves with an Interest Only feature based on <u>Fully Amortized payment</u> . (PITIA) *For Adjustable Rate Mortgages (ARM), reserves are based upon the initial PITIA, not the qualifying payment.			
State Specific Restrictions	California: Interest Only prohibited for FICOS below 660 Colorado: All loan files require the (1) Fully executed Colorado LO Reasonable Inquiry Attestation (2) HUD Counseling Certification from the CHAC. Illinois: Interest Only allowed provided payment is based on fully indexed rate. Ohio: Interest Only Prohibited on ARM loans. New Jersey: 5% reduction to MAX LTV per Program Matrix. Texas: Texas 50(a)(6) not permitted.			
Subordinate Financing	Max 75% CLTV.	Secondary fina	encing must be institutional. Seller Carrybacks not permitted.	



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# Loan Program Mission

Empowering the dreams of diverse homeowners and underserved communities by providing non-traditional access to prime capital for underbanked borrowers and communities.

# Community Development Financial Institution (CDFI) Overview

### CDFI Certification:

Notice of Certification dated November 9, 2017, Certification Number 171CE014596 issued by the U.S. Department of Treasury certifying Champions Funding, LLC as a CDFI as defined in 12 C.F.R. 1805.104.

### CDFI Exemption:

Under Applicable Law, a loan originated by a CDFI is exempt from the Ability-to-Repay ("ATR") requirements set forth in Section 1411 of the Dodd-Frank Act and Regulation Z. So long as originator is certified as a CDFI when it originates the loan, the exemption to ATR is effective and unconditional.

Accordingly, the originator or purchaser of such loan shall not have any liability with respect to claims to legal actions brought by borrowers based on originators failure to comply with the ATR requirement.

# Ally Residential Mortgage Program Overview

Ally Residential Mortgage focuses on underbanked and underserved borrowers and communities with a holistic approach to credit underwriting and loan origination focused on the Five C's of Credit Principles:

**Character**: Measures the borrower's reputation, record of accomplishment, and experience of repayment.

Collateral: Measures the lender's security for the loan.

Capital: Measures the borrower's equity contribution and level of seriousness

**Capacity**: Measures the borrower's capacity to repay the loan.

**Conditions**: Measures the terms of the loan versus the purpose of the loan.

Ally Residential Mortgage mortgages are well structured to help borrowers establish and enhance their credit to improve their access to prime financing and do not have predatory prepayment penalties or other consumer adverse terms or conditions.

Ally Residential Mortgage borrowers often need credit underwriters to consider compensating factors or alternative documentation due to limited or irrelevant quantitative underwriting factors to establish a reasonable expectation of repayment in the following areas:

**Character & Credit History**: Credit underwriting seeks to understand a borrower's character as part of the process. This can include reference letters, community activities, and reputation as



well as credit history. Certain borrowers with limited FICO scores (e.g., new immigrants etc.) or with irrelevant or misleading FICO scores (e.g., identity theft etc.) may need more bespoke underwriting which considers alternative credit scoring and borrower character to evaluate the borrower's reliability and reasonable expectation of repayment.

**Income:** Borrowers who meet the Ally Residential Mortgage eligibility requirements are not required to provide income documentation. Income is therefore not calculated nor stated on the loan application (1008/1003) nor is a debt-to- income ratio calculated as part of the programs established reasonable expectation of repayment.

**Loan Documentation**: Credit underwriting will often use "common sense" approach and use alternative and compensating forms of documentation to evaluate a reasonable expectation of repayment.

Ally Residential Mortgage focuses on the following borrower populations:

- Low Income Individuals and Communities
- Underserved and/or underbanked borrowers due to ATR and Regulation Z requirements:
  - Limited Income History
  - Limited or No Credit History
  - o Inadequate Income Documentation

# Ally Residential Mortgage Loan Terms

#### **Fully Amortizing**

- 5/6 Month SOFR: (2/1/5 Cap Structure)
- 7/6 Month SOFR: (5/1/5 Cap Structure)
- 10/6 Month SOFR: (5/1/5 Cap Structure)
- 30 Year Fixed

#### Interest-Only (2.23.23)

- Max LTV See Product Matrix
- Purchase | Rate & Term: Minimum FICO 680
- Cash Out: Minimum FICO 700
- Reserves
  - 24 months based on fully amortized payment (PITIA)
  - Cash Out proceeds cannot be used towards reserve requirement
- Loan Terms: 360
- 5/6 Month SOFR: (2/1/5 Cap Structure)
- 7/6 Month SOFR: (5/1/5 Cap Structure)
- 10/6 Month SOFR: (5/1/5 Cap Structure)
- 30 Year Fixed

#### Interest Only Period:

Available for fixed period of ARM or 10 years on 30 Year Fixed rate products.



#### Amortization Period:

30 Year (Refer to program matrices for additional requirements)

#### **Qualifying Rate (All Doc Types):**

Fixed:

Qualify borrower(s) at the Note Rate. Interest Only (ITIA)

ARM:

5/6 Month ARM - Qualify borrower(s) at greater of the Fully Indexed Rate or Note Rate. 7/6 Month ARM & 10/6 Month ARM – qualify at the Note Rate.

#### **Qualifying Payment**

Qualifying Ratios are based on PITIA payment with the principal and interest payments amortized over the scheduled remaining loan term at the time of recast after the interest only period has expired. Interest Only = ITIA.

Prepayment Penalty:

None

Balloon Payment:

None

Impound Account:

Required

Minimum Loan Amount:

\$100,000

Maximum Loan Amount:

\$2,000,000

Ineligible States:

District of Columbia, Maine, Maryland, Nevada, Pennsylvania, Washington & West Virginia

State Specific Restrictions: (10.3.22)

**California**: Interest Only prohibited for FICOs below 660 **Colorado**: All loan transactions require the following:

- Fully executed Colorado LO Reasonable Inquiry Attestation
- HUD Counseling Certification from the Colorado Housing Assistance Corporation

Illinois: Interest Only allowed provided payment is based on fully indexed rate

**Ohio**: Interest Only prohibited on Adjustable-Rate (ARM) loans.

**New Jersey:** 5% reduction to Max LTV per Program Matrix

Texas:

• Texas 50 (a)(6) not permitted



### Program Eligibility (6.16.22)

### **Eligible Transactions**

### Purchase: (8.2.22)

- Maximum 80% LTV
- Condo 75% LTV
- Interest Only 75% LTV

#### Rate & Term Refinance: (3.20.23)

- Maximum 80% LTV
- Condo 75% LTV
- Interest Only 75% LTV
- LTV to be based on lower of purchase price or appraised value if property acquired less than 12 months ago.
- LTV to be based on appraised value if acquired 12 months or longer.
- If borrower acquired the property through inheritance of was legally awarded the property (divorce, separation) appraised value may be used.
- Borrower proceeds limited to the lesser of 2% of loan amount or \$5,000 max cash in hand
- Any subordinate loan not used in the initial acquisition of the subject property is eligible for payoff should one of the following apply:
  - Closed end loan, at least 12 months seasoning has occurred
     OR:
  - HELOC, at least 12 months seasoned and total draws over the most recent 12 months are less than \$2,000. HELOC must be closed.

#### **Continuity of Obligation**

- When at least one (1) borrower on the existing mortgage is also a borrower on the new refinance transaction, continuity of obligation requirements have been met. If continuity of obligation is not met, the following permissible exceptions are allowed for the new refinance to be eligible:
- The borrower has been on title for at least twelve (12) months but is not obligated on the existing mortgage that is being refinanced and the borrower meets the following requirements:
  - Has been making the mortgage payments (including any secondary financing) for the most recent twelve (12) months, or
  - Is related to the borrower on the mortgage being refinanced
- The borrower on the new refinance transaction was added to title twenty- four (24) months or more prior to the disbursement date of the new refinance transaction



- The borrower on the refinance inherited or was legally awarded the property by a court in the case of divorce, separation or dissolution of a domestic partnership
- The borrower on the new refinance transaction has been added to title through a transfer from a trust, LLC or partnership. The following requirements apply:
  - Borrower must have been a beneficiary/creator (trust) or 25% or more owner of the LLC or partnership prior to the transfer
  - The transferring entity and/or borrower has had a consecutive ownership (on title) for at least the most recent six (6) months prior to the disbursement of the new loan
  - NOTE: Transfer of ownership from a corporation to an individual does not meet the continuity of obligation requirement

#### Cash Out Refinance: (2.23.23)

- Max LTV 75%
- Condo 70% LTV
- Interest Only 75% LTV
- LTV to be based on lower of purchase price or appraised value if property acquired less than 12 months ago.
- LTV to be based on appraised value if acquired 12 months or longer.
- If borrower acquired the property through inheritance of was legally awarded the property (divorce, separation) appraised value may be used.
- Borrower must have 3 months of reserves from their own funds. The remaining reserve requirement may be satisfied with the cash out proceeds for non-interest only loans.
- Interest Only loans cannot use any cash out proceeds towards reserve requirement.
- Cash Out Seasoning of less than 6 months is not permitted unless borrower acquired property through an inheritance or was legally awarded the property (divorce, separation).
  - If the property was owned by an LLC that is majority owned or controlled by the borrower(s), the time it was held by the LLC may be counted towards meeting the borrower's 6-month ownership requirement.
  - If the property was owned by an inter vivos revocable trust, the time held by the trust may be counted towards meeting the borrower's 6-month ownership requirement if the borrower is the primary beneficiary of the trust.
- Loans not eligible for cash out:
  - A prior cash out transaction within the last 12 months, unless a documented benefit exists
  - Seasoning is defined as the difference between prior financing note date or date of purchase and note date of the new loan.
  - o Properties listed for sale within the past 3 months prior to application date



#### Delayed Financing (6.7.22)

- Delayed Financing within 6 months of original purchase is allowed with the following restrictions:
  - The original purchase transaction was an arms-length transaction.
  - The source of funds for the purchase transaction are documented (such as bank statements, personal loan documents, or a HELOC on another property).
  - The maximum LTV/CLTV ratio for the transaction is based upon the lower of the current appraised value or the property's purchase price plus documented improvements.
  - The preliminary title search or report must confirm that there are no existing liens on the subject property
  - The transaction is considered cash-out, cash-out pricing adjustors apply
  - The new loan amount can be no more than the actual documented amount of the borrower's initial investment subject to the maximum LTV/CLTV for cash-out transactions.

### Secondary/Subordinate Financing:

Allowed up to 75% max CLTV.

- Secondary financing must be institutional. Seller-held subordinate liens are not permitted
- Existing secondary financing must be subordinated and recorded or refinanced, paid off, or closed. HELOC CLTV must be calculated at the maximum available line amount unless the borrower can provide documentation the lien of credit is past its draw period.

#### TILA High Priced Mortgage Loan:

Allowed, subject to TILA HPML requirements.

# Borrower Eligibility: (1.23.23)

Borrower Type	Requirements
U.S. Citizens:	Must have a valid Social Security Number.
Permanent Resident Aliens (Green Card): An individual legally authorized to reside and work in the United States indefinitely	An alien admitted to the United States as a lawful permanent resident. Lawful permanent residents are legally accorded the privilege of residing permanently in the United States.  • Acceptable evidence of permanent residency includes the following:  o Alien Registration Receipt Card I-151 (referred to as a green card).  o Alien Registration Receipt Card I-551 (Resident Alien Card) that does not have an expiration date on the
	back (also known as a green card).



Permanent Resident Aliens Cont.  Non-Permanent Resident Aliens: An individual employed in the United States but does not have a green card.	<ul> <li>Alien Registration Receipt Card I-551 (Conditional Resident Alien Card) that has an expiration date on the back and is accompanied by a copy of the filed INS Form I-751 (petition to removeconditions).</li> <li>Non-expired foreign passport that contains a non-expired stamp (valid for a minimum of three years) reading "Processed for I-551 Temporary Evidence of Lawful Admission for Permanent Residence. Valid until [mm-dd-yy]. Employment Authorized."</li> <li>Eligible without guideline restrictions.</li> <li>A fully executed Certification of Resident Alien Status Form must be provided at time of submission.</li> <li>An alien admitted to the United States as a lawful temporary resident. Lawful non-permanent residents are legally accorded the privilege of residing temporarily in the United States.</li> <li>Legal Status Documentation</li> <li>Valid EAD OR</li> <li>Visa types allowed: E-1, E-2, E-3, EB-5, G-1 through G-5, H-1, L-1, NATO, O-1, R-1, TN NAFTA</li> <li>If Visa status will expire within one year and prior history of residency status renewal exists, no further</li> </ul>
	documentation is required. If Visa expires within six (6) months of note date, evidence of renewal filing must be provided OR documentation from current employer supporting likelihood or renewal.  Ineligible EAD: A02, A07-A08, A10-A14, C01, C03, C05-C08, C10-C12, C14, C16-C20, C22, C24, C31, C33
B.C. Division of	
Max Number of	4 Borrowers. Greater than 4 borrowers considered on a case-by-
Borrowers Allowed Ineligible Borrowers	case basis.
mengible bollowers	<ul> <li>Non-Occupant borrowers/co-borrowers</li> <li>Any borrower suspended, debarred, or otherwise excluded per the LDP/GSA and/or OFAC/SAM findings</li> <li>Diplomats, Diplomatic Immunity</li> <li>Applicants with temporary protected status (including DACA, Asylum)</li> <li>Irrevocable Trusts</li> <li>Land Trusts</li> <li>Limited or general partnerships (LLC)</li> <li>Corporations, S Corporations</li> <li>ITIN Borrowers</li> </ul>



# Property Eligibility:

#### Eligible Properties:

- Primary Residences
- Second Homes
  - Must be occupied by the borrower some portion of the year
  - Must be located a reasonable distance from the borrower's current residence
  - Restricted to one-unit dwellings
  - The borrower must have exclusive control over the property
  - Must not be a rental property or a timeshare agreement.
- 1-4 Unit Residential Properties
- Condominiums
  - Fannie Mae warrantable
  - o Florida Condos require a Full Condo Review
- Agriculturally/Rural Zoned Properties
  - o Working farms, ranches, or orchards are ineligible.
  - Acreage limited to 10 acres max
- Mixed-Use Properties
  - The property must be a 1-unit dwelling the borrower occupies as a primary residence
  - The borrower must be both the owner and the operator of the business
  - The property must be primarily residential in nature
  - The dwelling may not be modified in a manner that has an adverse impact on its marketability
  - The appraisal must:
    - Provide a detailed description of the mixed-use characteristics of the subject property.
    - Indicate the mixed use of the property is legal, permissible use of the property under local zoning requirements.
    - Report any adverse impact on marketability and market resistance to the commercial use of the property; and
    - Report the market value based on its residential characteristics only
    - No more than 35% of a condo project or of the building in which the project is located be commercial space allocated to mixed-use. This includes commercial space that is above and below grade.



### Ineligible Properties (2.23.23):

- Investment Properties
- Vacant land or land development properties
- Properties not readily accessible by roads that meet local standards
- Properties not suitable for year-round occupancy regardless of location
- Agricultural properties including farms, ranches, orchards
- Manufactured, Mobile
- Cooperative share loans
- Boarding houses or bed/breakfast properties
- Properties with zoning violations
- Dome or geodesic homes
- Assisted living facilities
- Homes on Indian reservations, Indian Leased Land
- Hawaii properties located in lava zones 1 and/or 2
- Houseboats
- Acreage > 10 acres
- No truncating allowed
- Properties used for the cultivation, distribution, manufacture, or sale of marijuana.
- Non-warrantable Condominiums including Condotels
- Appraised condition rating of C5, or C6
- Property listed for sale within 3 months prior to application is not eligible for cash out refinance

#### Declining Markets (2.23.23)

If appraisal indicates property is in a declining market: Purchase | Rate & Term: 10% reduction to max LTV

Cash Out: 15% reduction to max LTV

#### Properties with C4 Condition Rating (1.13.23)

Properties with a C4 condition rating must meet the following additional requirements.

- Appraisal does not reflect any deferred maintenance that is not cosmetic in nature.
- Appraiser notes that there are no physical deficiencies or adverse conditions.
- Photos do not reveal any physical deficiencies with property or that any part of the home is in disrepair such as graffiti, interior/exterior peeling paint, possible water stains, etc.
- There are no active renovations that have not been completed. Examples include painting, floor installation, etc.
- If any renovations need to be completed, a 1004D will be required, regardless if the appraisal is "subject to" or "as is".



- There are no manufactured/mobile homes on the property.
- Outbuildings and swimming pools are in good condition and do not appear to be a potential health/safety issue even if given no value.
- If property has an ADU:
  - ADU must be legally zoned,
  - Appraisal must have at least one closed sales comp with an ADU,
  - o ADU must be in same or better condition than main dwelling, and
  - Appraisal must be reviewed and C4 condition rating approved by credit risk.

### Minimum Square Footage (5.10.23)

- Single Family Residence minimum 600 square feet
- Condominiums minimum 600 square feet
- 2-4 units minimum 400 square feet per individual unit

### Condominiums: (7.18.22)

MAX LTV – See program Matrix

Fannie Mae eligible projects are allowed. Project must be considered warrantable by FNMA guidelines.

#### **Ineligible Projects**

- A project subject to the rules and regulations of the U.S. Securities Exchange Commission.
- Timeshare or Projects that restrict the owner's ability to occupy the unit.
- New Condo conversion completed less than 2 years.
- Condotel
- Houseboat project
- Manufactured home projects
- Assisted living facilities or any project where unit owners' contract in advance for a lifetime commitmentfrom the facility to care for them regardless of future health or housing needs.
- Any project in which a single entity owns more than 20% of the total number of units. Projects that have 5-20 Units, one owner can own two units.
- Multi-family units where single deed has ownership of more than one or all of the units.
- Where more than 35% of total square footage in the project or in the building that the project is located in is used for non-residential purposes.
- A Common-interest apartment or a project in which individuals have an undivided interest in a residential apartment building and land and have the right of exclusive occupancy of a specific apartment unit in the building.



- The project or building is often owned by several owners as tenants-in-common or by a homeowners' association.
- Fragmented or segmented ownership
- Ownership is limited to a specific period on a recurring basis (i.e., Timeshare)
- Any project where the developer (or its affiliates) owns the Common and/or Limited
   Elements and leases the elements back to the HOA
- Non-conforming zoning (cannot be rebuilt to current density).
- Project units sold with excessive Seller contributions that may affect the value of the subject property.
- Any project that requires Private Transfer Fees as a part of the transaction and that fee does not benefit the association
- Project that does not allocate at least 10% of budget to replacement reserves.
- New Project where less than 50% of total units have been sold or are under bona-fide contract.
- Project in litigation, arbitration, mediation or other dispute regarding safety, soundness or habitability.
- Project with adverse environmental issue(s) involving safety, soundness or habitability.
- Project where the developer is still in control of HOA
- Project that would return an "unavailable" result from Fannie Mae CPM. Including projects with an annual budget allocating less than 10% to replacement reserves.
- Project where more than 15% of units are 60 days or more past due on HOA dues.
- Projects that are not well managed or in poor physical or financial condition.
  - Excessive special assessments; Low Reserves; Neglected Repairs

### **General Project Criteria**

- Project has been created and exists in full compliance with applicable local jurisdiction,
   State and all other applicable laws and regulations
- Project meets all FNMA Insurance requirements for property, liability and fidelity coverage
- Confirmation the project documents do not give a unit owner or any other party priority over the rights of the 1st mortgagee
- Unit must be at least 600 sq ft.

### <u>Condominium Insurance Requirements</u> <u>Coverage</u>



- Borrower must carry HO-6 coverage for replacement of such items as flooring, wall covering, cabinets, fixtures, built-ins, and any improvements made to the unit.
- Project meets all Fannie Mae insurance requirements for property, liability, and fidelity coverage.

#### **Fidelity of Employee Dishonesty Insurance for Condominiums**

For condominium projects consisting of more than 20 units, fidelity insurance coverage equaling at least sum of three months of assessments on all units in the project is required

#### HO-6

If the master or blanket policy does not provide interior unit coverage (replacement of improvements and betterment coverage to cover any improvements that the borrower may have made) the borrower must obtain an HO-6 Policy or "walls-in" coverage. The HO-6 insurance policy must provide coverage in an amount as established by the HO-6 insurer.

The maximum deductible amount must be no greater than 5% of the face amount of the policy.

#### **Flood Insurance**

- The condominium homeowners' owners must obtain an NFIP Residential Condominium Building Association Policy (RCBAP) with the following coverage:
  - Building Coverage must equal the lesser of:
    - 100% of the insurable value (replacement cost) of the building, including amounts to repair or replace the foundation and its supporting structure); or
    - The total number of units in the condominium building times \$250,000
- Contents Coverage must equal the lesser of:
  - 100% of the insurable value of all contents (including machinery and equipment that are not part of the building) that are owned in common by the association members; or
  - The maximum amount of contents coverage sold by the NFIP for a condominium building

#### **Fannie Mae Warrantable Condominium Projects**

For projects that meet Fannie Mae requirements, follow review process as required by Fannie Mae. If the loan does not meet the following criteria for a Fannie Mae Limited Review, a FNMA Full Review is required. Condos in Florida require a Full Condo Review.

Limited Review Eligible Transactions-Attached Units in Established Condo Projects		
Occupancy Type Maximum LTV/CLTV and HCLTV Ratios		
Primary (Outside of Florida)	90%	
Second Home (Outside of Florida) 75%		

Projects Eligible for Limited Review OR Review Waiver



Unit and Project Type	Project Review Methods
Attached Condo unit in an established project	Based on the LTV, CLTV, and HCLTV ratios, occupancy, and location (projects in Florida), these projects may be reviewed using a Limited Review.
	Projects not meeting the Limited Review criteria must be reviewed using a full review including all projects in Florida.
Unit in a new or established two- to four-unit condo project	Project review is waived, with the exception of some basic requirements that apply.
Detached unit in a new or established condo project	Project review is waived, with the exception of some basic requirements that may apply.
Unit in a PUD project	Project review is waived, with the exception of some basic requirements that apply

#### Hazard Insurance:

The insurance coverage should reflect one of the following:

- 100% of the insurable value of the improvements, as established by the property insurer (including guaranteed replacement, if applicable); or
- 100% of the Total Estimate Cost-New per the appraiser; or
- The unpaid principal balance of the mortgage, as long as it at least equals the minimum amount 80% of the insurable value of the improvements- required to compensate for damage or loss on a replacement cost coverage.

### Vesting Eligibility:

Vesting Type	Requirements
Individual/joint tenant	Acceptable, follow each individual state
	allowances
Community Property	Acceptable, follow each individual state
	allowances
Tenants in Common	ALL parties must be borrowers on the
	transaction, follow each individual state
	allowances
Power of Attorney	<ul> <li>Acceptable for rate/term refinance, no cash out and purchases per FNMA requirements</li> <li>Must be "specific" and reference the loan transaction</li> </ul>
	<ul> <li>POA needs to be notarized prior to and within 60 days of note date</li> </ul>
Revocable Trust/Inter-Vivos	Title vesting in an inter vivos revocable trust
	is permitted when the requirements set forth



in this section are followed. The Fannie Mae requirements should be followed to the extent this section is silent.

The trust must be established by one or more natural persons, solely or jointly. The primary beneficiary of the trust must be the individual(s) establishing the trust. The trust must become effective during the lifetime of the person establishing the trust. If the trust is established jointly, there may be more than one primary beneficiary as long as the income or assets of at least one of the individuals establishing the trust will be used to qualify for the mortgage.

The Trustee must include either:

- The individual establishing the trust (or at least one of the individuals, if two (2) or more)
- An institutional trustee that customarily performs trust functions in, and authorized to act as trustee under the laws of, the applicable state. The trustee must have the power to hold the title, and mortgage the property. This must be specified in the trust. One or more of the parties establishing the trust must use personal income or assets to qualify for the mortgage.

The following documentation is required:

- If the trust was created under California law, a full executed Certificate of Trust under Section 18100.5 of the California Probate Code.
- If the trust was created under the laws of a state other than California:
  - Attorney's Opinion Letter from the borrower's attorney or Certificate of Trust verifying all of the following:
    - The trust is revocable.

Revocable Trust | Inter-Vivos con.



Revocable Trust  Inter-Vivos con.	<ul> <li>The borrower is the settler of the trust and the beneficiary of the trust.</li> <li>The trust assets may be used as collateral for a loan.</li> <li>The trustee is:         <ul> <li>Duly qualified under applicable law to serve as the trustee</li> <li>The borrower</li> <li>The settler</li> <li>Fully authorized under the trust documents and applicable law to pledge, or otherwise encumber new assets</li> </ul> </li> </ul>
Ineligible Vesting	<ul> <li>Tenants in Common with parties who are NOT borrowers on transaction</li> <li>Irrevocable Trust, Qualified Personal Residence Trust (QPRT)</li> <li>Corporation or Entity</li> <li>Blind Trust</li> </ul>

# Appraisal Eligibility: (12.12.22)

Appraisal Items	Requirements
Appraisal Ordering	Transferred appraisals accepted with the
	following documentation:
	<ul> <li>Full color copy of appraisal in a PDF</li> </ul>
	format (inclusive of 1007 rent schedules
	and or 1004d if applicable)
	<ul> <li>The appraisal must have been completed</li> </ul>
	by an Appraisal Management Company
	(AMC). Appraisal must be less than 120
	days old at note date.
	<ul> <li>Original lender to provide a signed &amp;</li> </ul>
	dated appraisal transfer letter on their
	letterhead stating the following:
	<ul> <li>Transfer of ownership and rights for</li> </ul>
	the specific transaction to Champions
	Funding LLC.



Appraisal Ordering con.	<ul> <li>Reference the borrower(s) name and subject property address.</li> <li>Include lender certification that the appraisal complies with Federal, State, and Freddie Mac Appraisal Independence Requirements (AIR).</li> <li>Lender certification that the appraisal was ordered and completed within TRID compliance.</li> <li>Champions Funding LLC must receive confirmation of the borrower's receipt of the appraisal</li> <li>Provide Champions Funding LLC with a copy of the appraisal invoice.</li> <li>Please note that any changes to the report that are needed cannot be requested by Champions Funding LLC and the broker will need to request all updates and provide Champions Funding LLC with the updated appraisal prior to final approval.</li> </ul>
Second Appraisal	A Second Appraisal from a Champions Funding approved AMC is required when the loan amount ≥ \$1,500,000. When a second appraisal is provided, the transaction's "Appraised Value" will be the lower of the two appraisals. The second appraisal must be from a different company and appraiser than the first appraisal.
Appraisal Review	For loan amounts less than \$1,500,000 a  Desk Appraisal is required and must be ordered from a Champions Approved AMC.
Distressed Markets	If an appraiser identifies a property as "distressed", it must be determined whether any deterioration is material and impactful to the overall value of said property. A minimum reduction of the maximum program LTV will be applied, additional reduction will be subject to underwriter discretion.
Property Flipping	More than a 10% price increase if the seller acquired the property in the past 90 days or



	<ul> <li>More than a 20% price increase if the seller acquired the property in the past 91-180 days</li> <li>A Second appraisal is required from a Champions Funding approved AMC:         <ul> <li>Second appraisal must be dated prior to the loan consummation/note date; and</li> <li>Property seller on the purchase contract must be the owner of record Increases in value should be documented with commentary from the appraiser and recent comparable sales</li> </ul> </li> </ul>
Appraisal Age	All appraisals must be dated within 120 days from note date. At 121 days, a new full appraisal is required.
Loan to Value (LTV)	Purchase transactions: LTV equals the lesser of the purchase price or appraised value. Refinance transactions: If seasoned ownership is 12 months or greater, current appraised value is used. If the seasoned ownership is less than 12 months, use lesser of original purchase price or current appraised value. If the borrower acquired the property through inheritance or was legally awarded the property (divorce, separation) current appraised value may be used.

# Credit Eligibility:

Credit Items	Requirements
Minimum Credit Score	FICO ≥ 660
Tradeline Requirement	Two (2) tradelines reporting for 12+ months or one (1) tradeline reporting for 24+ months, all with activity in the last 90 days. *First Time HomeBuyers are allowed to apply a 12-month recent and satisfactory VOR towards the tradeline requirement.
	The following are not acceptable tradelines:  • "Non-traditional" credit as defined by Fannie Mae  • Any liabilities in deferment status

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	<ul> <li>Accounts discharged through bankruptcy</li> <li>Authorized user accounts</li> <li>Charge-offs or collection accounts</li> <li>Foreclosures, deed in lieu of foreclosure, or short sales</li> </ul>
VOM   VOR (2.23.23)	VOM required on all mortgages not disclosed on credit report. If property is owned free and clear, require LOE and property profile to support. Mortgage being paid off through the transaction must be current, cannot be
VOM   VOR con.	currently past due. 0 x 30 lates in last 12 months. All disclosed mortgage payment history is subject to review at Underwriter discretion.  VOR is required if borrower doesn't currently own a home AND subject property is a 2 <sup>nd</sup> home Purchase or Refinance Transaction.  *Note: For VOMs   VORs tied to private mortgages or private landlord – 12 months recent canceled checks and/or bank statements are required to support the VOM   VOR provided as well as a copy of the original Note\Lease agreement plus any additional Riders or subsequent Modifications to ensure the loan being paid off is current and is not past its maturity date as that isconsidered being in default.
Forbearance (10.3.22)	If the borrower has resolved missed payments through a loss mitigation solution, they are eligible for a new mortgage loan if they have subsequently made at least three (3) timely payments:  • For a repayment plan, the borrower must have made either three payments under the repayment plan or completed the repayment plan, whichever occurs first.  • For payment deferral, the borrower must have made three (3) consecutive timely payments following the



Foreclosure (10.3.22)  Foreclosure con.	effective date of the payment deferral agreement.  Note: The source of funds used to reinstate the loan must be documented if the reinstatement was completed after the application date on the new transaction. The required three (3) consecutive payments cannot be paid in advance or in a lump sum.  A seven (7) year waiting period is required. No foreclosure in previous seven (7) years as measured from the completion date of the Foreclosure to the Disbursement date of subject loan.
Bankruptcy   Short/Deed-in-Lieu (10.3.22)	<ul> <li>No bankruptcy in previous four (4) years (all bankruptcy types) measured from the Discharge Date to the Disbursement Date of subject loan.</li> <li>No short sale or Deed-In-Lieu in previous four (4) years as measured from the sale/DL date to the Disbursement Date of the subject loan.</li> </ul>
Judgments	Must be paid at time of closing. Acceptable LOE required.
Tax liens	Acceptable proof of release. LOE required. Compensating documentation may be required at underwriter's discretion.
Derogatory Credit	Consumer Lates in most recent 12 Months (LOE required. Compensating documentation may be required at underwriter discretion)
Collections	Acceptable, all open collections reporting in the most recent 24 months totaling more than \$5,000 must be paid in full prior to or at closing. LOE required. Compensating documentation may be required at underwriter's discretion. Medical collections not included.
Schedule of REO (2.23.23)	Additional financed properties require additional 2 months reserves based on REO's fully documented PITIA



	<ul> <li>OR</li> <li>A minimum of 18 months total reserves based on the subject property's PITIA</li> <li>Initial 1003 must reflect a complete Schedule of Real Estate for all properties owned by the Borrower. If using minimum of 18 months total reserves based on the subject property's PITIA, no documentation of REO's PITIA is required.</li> </ul>
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## Verification of Asset Eligibility:

Verification of Assets	Requirements
Verification of Reserves	<ul> <li>All asset statements must be dated within 90 days of note date.</li> <li>Reserves are calculated after considerations for required down payment.</li> <li>100% value of stocks, bonds, mutual funds, 401k, retirement accounts and deferred compensation are acceptable sources of reserves.</li> <li>Must provide API data or most recent 1-month third-party statement in borrower's name to meet reserves requirements. Documentation provided must, at minimum, validate the current month's beginning balance, total deposits, total withdrawals, and current month's ending balance. Assuming this required information is provided, all pages of the statements may not be required.</li> <li>Must provide source of funds for any recent significant deposits. A significant deposit is defined as 10% or more of the loan amount.</li> <li>Business funds may be used for down payment, closing costs, and for the</li> </ul>



Verification of Down Payment or Principal Pay Down	purposes of calculating reserves. The borrower(s)' ownership of the business, if account is in business name only, must be documented.  Business funds used to qualify are calculated based on the borrower's percentage of ownership in the company. For example: if a borrower owns 25% of the business, then only 25% of the available balance of the account would be allowed to qualify.  Gift funds are not acceptable for reserves.  Cryptocurrency is not permitted.  Cash out from transaction can be used to meet reserve requirement.  All asset statements must be dated within 90 days of note date.  Must provide API data or most recent 1-month third-party statement in borrower's name to meet reserves requirements. Documentation provided must, at minimum, validate the current month's beginning balance, total deposits, total withdrawals, and current month's ending balance. Assuming this required information is provided, all pages of the statements may not be required.  Must provide source of funds for any recent significant deposit. A significant deposit is defined as 10% or more of the loan amount.  Business funds are acceptable, must show proof of ownership. Business funds used to qualify are calculated based on the borrower's percentage of ownership in the company. For example: if a borrower owns 25% of the business, then only 25% of the



Gift Funds	<ul> <li>available balance of the account would be allowed to qualify.</li> <li>Cryptocurrency is not permitted.</li> <li>Assets held in foreign accounts may not be used as a source of funds to close or for reserves.</li> <li>Gift funds are acceptable for 100% or</li> </ul>
Gift Funds Gift Funds con.	<ul> <li>Gift funds are acceptable for 100% or a portion of the down payment, principal pay down &amp; closing costs, and require a gift letter with the givers name, address, relationship to borrower, amount and verify that the money is a gift and does not have to be repaid.</li> <li>Guidelines to be followed for donor relationship to borrower(s), documentation, proof of funds, and evidence of receipt.         <ul> <li>A gift can be provided by:</li> <li>the Borrower's Family Member;</li> <li>the Borrower's</li> </ul> </li> </ul>
	employer or labor union;  a close friend with a clearly defined and documented interest in the Borrower;  a governmental agency or public Entity that has a program providing homeownership assistance to:  Low- to Moderate- Income families; or  first-time homebuyers
	homebuyers



Gift Funds con.	The gift donor may not be a person or Entity with an interest in the transaction, such as the contractor, Dealer, or any person or any other affiliated Entity.  •  • Verifying donor availability of funds and transfer of gift funds  o Sufficient funds to cover the gift must be verified either in the donor's account or have been transferred to the borrower's account.  Acceptable documentation includes the following:  a copy of the donor's check and borrower's deposit slip, a copy of the donor's withdrawal slip and the borrower's deposit slip, a copy of the donor's check to the closing agent, or a settlement statement
	showing receipt of the donor's check.
	<ul> <li>When the funds are not</li> </ul>
	transferred prior to settlement, the lender must document that the donor gave
	the closing agent the gift funds in the form of a certified
	check, a cashier's check, or
	other official check (i.e., wire
	confirmation).  *Gift funds may not be used to meet reserve
	requirements.
	Gifts of equity are not permitted
Seller Credit	Seller credit not to exceed 6% on purchase
	transactions.



#### Homeowner Education:

Counseling Requirement on all transactions	Borrower Paid Cost (POC)
*At least 1 borrower must complete:	
Framework Online Homebuyer Course	\$75

### Disaster Areas (8.11.22)

The following guidelines apply to properties located in FEMA declared disaster areas, as identified by reviewing the FEMA web site at <a href="http://www.fema.gov/news/disasters.fema">http://www.fema.gov/news/disasters.fema</a>. In addition, when there is knowledge of an adverseevent occurring near and around the subject property location, such as earthquakes, floods, tornadoes, or wildfires, additional due diligence should be used to determine if the disaster guidelines should be followed.

Guidelines for disaster areas should be followed for 120 days from the disaster declaration date as published by FEMA.

#### **Appraisals Completed Prior to Disaster Event**

An exterior inspection of the subject property, performed by the original appraiser, if possible, is required.

- The appraiser should provide a statement indicating if the subject property is free from any damage, is in the same condition from the previous inspection, and the marketability and value remain the same.
- Inspection report must include photographs of the subject property and street view.
- Any damage must be repaired and re-inspected prior to purchase

#### **Appraisals Completed After Disaster Event**

- Appraiser must comment on the adverse event and certify that there has been no change in the valuation.
- Any existing damage notated from the original report must be repaired and re-inspected prior to purchase.