

# **Jumbo Elite Fixed Program Guidelines** Correspondent

#### Revised 6/3/2025 rev. 111

Summary	conforming loan amounts up to a maximum of \$3 standard conforming limit for the number of units	3.5 million. The minimum	loan amount is \$1 above the				
Products	Product Name	Product Name Product Code Available Term in Months					
	Jumbo Elite 30 Year Fixed	JEF30	240, 300, 360				
	Jumbo Elite 30 Year Fixed w/2-1 Buydown	JEF30BD21	360				
	Jumbo Elite 30 Year Fixed w/1-0 Buydown	JEF30BD10	360				
Eligibility Matrix	20 Voor EIVED DATE						

30-Year FIXED RATE Primary Residence: Purchase and Rate/Term Refinance						
Property Type	Property Type LTV CLTV Credit Score Loan Amount Max DTI					
1-Unit	85% <sup>1</sup>	N/A <sup>1</sup>	740	\$2,000,000	38%	
	80%	80%	660	\$2,000,000		
PUD Condo	70%	70%	720	\$2,500,000		
Condo Co-op	70%	70%	740	\$3,000,000	49%²	
Со-ор	60%	60%	740	\$3,500,000	49%	
O I Inito	65%	65%	700	\$1,000,000		
2 Units	60%	60%	720	\$1,500,000		

- - Subordinate financing not allowed
  - Gift funds not allowed
- Escrow/impound accounts required unless prohibited by applicable laws
- Non-occupant co-borrowers not allowed
- FTHB maximum loan amount \$1,500,000
- DTI > 45% requires residual income. Refer to Residual Income section.

30-Year FIXED RATE Primary Residence: Cash-Out Refinance						
Property Type	pe LTV CLTV Credit Score Loan Amount Max Cash-Out Max DTI					
1-Unit	80%	80%	720	\$1,500,000	LTV > 60%:	
PUD	75%	75%	700	\$1,000,000	\$500,000	
Condo	65%	65%	720	\$2,000,000		49%¹
Co-op	60%	60%	720	\$2,500,000	LTV <= 60%:	
2 Units	60%	60%	720	\$1,500,000	Unlimited	

DTI > 45% requires residual income. Refer to **Residual Income** section.



30-Year FIXED RATE Second Home: Purchase and Rate/Term Refinance					
Property Type	LTV	CLTV	Credit Score	Loan Amount	Max DTI
1-Unit PUD	80%	80%	660	\$2,000,000	49% <sup>1</sup>
Condo Co-op	70%	70%	720	\$2,500,000	4370

<sup>1.</sup> DTI > 45% requires residual income. Refer to **Residual Income** section.

30-Year FIXED RATE Second Home: Cash-Out Refinance						
Property Type	LTV	CLTV	Credit Score	Loan Amount	Max Cash-Out	Max DTI
1-Unit	60%	60%		\$1,500,000		
PUD Condo	50%	50%	720	\$2,000,000	Unlimited	49% <sup>1</sup>

DTI > 45% requires residual income. Refer to Residual Income section.

30-Year FIXED RATE Investment Property: Purchase and Rate/Term Refinance					
Property Type	LTV	CLTV	Credit Score	Loan Amount	Max DTI
1-Unit PUD Condo <sup>1</sup> 2-4 Units	70%¹	70%¹	740	\$2,000,000	47%²

<sup>1.</sup> Florida attached condos are limited to 50% LTV/CLTV/HCLTV.

DTI > 45% requires residual income. Refer to Residual Income section.

30-Year FIXED RATE Investment Property: Cash-Out Refinance <sup>1</sup>						
Property Type	LTV	CLTV	Credit Score	Loan Amount	Max Cash-Out	Max DTI
1-Unit PUD Condo <sup>1</sup> 2-4 Units	60%¹	60%¹	740	\$2,000,000	Unlimited	47%²

<sup>1.</sup> Florida attached condos are limited to 50% LTV/CLTV/HCLTV.

### 4506-T / Tax Transcripts

4506-C/Tax Transcripts: A signed 4506-C will be processed and tax transcripts obtained for all borrowers and all years in which income or loss was documented with personal tax returns and used in the underwriting decision.

- Tax transcripts for personal tax returns are required for any tax returns used to document borrower's income or any loss and must match the documentation in the loan file.
- Transcripts must be obtained from the IRS via a third party (may not be provided by the borrower).
- W-2 transcripts are not required to validate W-2 wages.
- · Transcripts are not required for business tax returns.



DTI > 45% requires residual income. Refer to Residual Income section.

#### **Appraisal** All appraisals must be ordered and processed in compliance with Appraiser Independence Requirements (AIR). Appraisals will be reviewed by Plaza and will also be subject to a 3<sup>rd</sup> party review prior to purchase. First Lien Loan Amount **Appraisal Requirement Purchase Transactions** ≤ \$2,000,000 1 Full Appraisal > \$2,000,000 2 Full Appraisals **Refinance Transactions** ≤ \$1,500,000 1 Full Appraisal > \$1,500,000 2 Full Appraisals **Appraisal Considerations:** Appraisals must be completed for the subject transaction. Use of a prior appraisal, regardless of the of the prior appraisal, is not allowed. Investment properties must contain a comparable rent schedule. When 2 appraisals are required, the following applies: Appraisals must be completed by 2 independent companies. The LTV will be determined by the lower of the 2 appraised values. The underwriter must review both appraisal reports and address any inconsistencies between the 2 reports and all discrepancies must be reconciled. If both appraisals are completed "subject to", the 1004D/final inspection and/or recertification of value must be for the appraisal with the lower value (the 1004D is not required for both appraisals). Third Party Appraisal Review: Appraisals with a CU score > 2.5 or no score require a "Collateral Desktop Analysis - Jumbo (CDA) Pre-Fund" analysis as described below. Appraisal with a CU score <= 2.5 do not require a CDA. When required, a "Collateral Desktop Analysis - Jumbo (CDA) Pre-Fund" will be ordered by Plaza. The CDA is required to support the value of the appraisal. o If the CDA returns a value that is "Indeterminate" or a variance > 10% to the appraised value a field review or 2nd full appraisal is required. If a second appraisal is provided, the lower of the two values will be used as the appraised value of the property. Note: If 2 full appraisals are provided, a CDA is not required. Declining Markets: There is a 5% reduction to the maximum LTV/CLTV/HCLTV for properties in declining markets. **Transferred Appraisals:** Transferred appraisals are not allowed. **ARM Adjustments** Not applicable. Eligible Assets: Assets / Down Payment / Gifts Eligible assets must be held in a U.S. account. Large deposits inconsistent with monthly income must be verified if used for down payment, reserves or closing costs. Large deposits must not result in any new undisclosed debt. Fannie Mae approved third party suppliers and distributors that generate asset verification reports are permitted for the purpose of verifying assets. The asset verification must provide 60 days of account activity and include all items normally indicated on bank statement. A hand-written VOD as a stand-alone document is not acceptable. A system generated automated VOD may be used as a stand-alone documentation if provided by a verifiable financial institution. Assets **Documentation** Type Checking/Savings/Money 100% of verified funds are eligible. Market/CD 2 months most recent statements for each account. 100% of vested funds are eligible. **Publicly Traded** 2 months most recent statements for each account.

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Stocks/Bonds

/Mutual Funds



Margin account and/or pledged assets balances must be deducted.

Non-vested or restricted stock accounts are ineligible.

Retirement Accounts (401k, IRA, etc.)	<ul> <li>100% of vested funds are eligible.</li> <li>Most recent statement(s) covering a 2-month period.</li> <li>Evidence of liquidation is required when funds are used for down payment or closing costs.</li> <li>Evidence of access to funds is required regardless of employment status.</li> <li>Retirement accounts that do not allow for any type of withdrawal are ineligible for use as reserves.</li> </ul>
Cash Value of Life	100% of value unless subject to penalties.
Insurance /Annuities	Ineligible if there is a penalty to liquidate.  Mast record statement(s) associates a 2 month period.
Business Funds	<ul> <li>Most recent statement(s) covering a 2-month period.</li> <li>100% of verified funds are eligible subject to the borrower's ownership % and the requirements below.</li> <li>A cash flow analysis using the most recent 3 months business bank statements to determine no negative impact to business.</li> <li>Business bank statements must not reflect any overdrafts or NSFs.</li> <li>If borrower(s) ownership in the business is less than 100%, the following requirements must be met:         <ul> <li>Borrower(s) must have majority ownership of 51% or greater.</li> <li>The other owners of the business must provide an access letter to the business funds.</li> <li>Borrower(s) % of ownership must be applied to the balance of business funds for use by borrower(s).</li> </ul> </li> </ul>
Crypto / Virtual Currency	Virtual currency that has been exchanged into U.S. dollars is acceptable for the down payment, closing costs, and financial reserves provided the following requirements are met:  • there is documented evidence that the virtual currency has been exchanged into U.S. dollars and is held in a U.S. or state regulated financial institution, and  • the funds are verified in U.S. dollars prior to the loan closing.  • A large deposit may be from virtual currency that was exchanged into U.S. dollars. The lender must obtain sufficient documentation to verify the funds originated from the borrower's virtual currency account.  • Virtual currency may not be used for the deposit on the sales contract (earnest money) for the purchase of the subject property.
1031 Exchange	Allowed on second home and investment purchases only.     Reverse 1031 exchanges not allowed.     HUD-1/CD for both properties.     Exchange agreement.     Sales contract for exchange property.     Verification of funds from the Exchange Intermediary.

#### Gift Funds:

- Gift funds not allowed:
  - o LTV > 80%
  - o Investment property transactions.
  - o FTHB loan amounts > \$1,000,000
- Gift funds may be used once the borrower has contributed 5% of their own funds.
- Gift funds may not be used to meet reserve requirements.
- Gift funds may not be used to pay off debts to qualify.
- Donor must be a family member, or future spouse or domestic partner.
- An executed gift letter with the gift amount and source, donor's name, address, and telephone number and relationship is required.
- Proof of donor's ability to give (bank statement or fully executed letter from the depository confirming account balance).
- Proof of transfer and receipt of funds. Acceptable documentation includes the following:
  - o A copy of the donor's check and the borrower's deposit slip.
  - o A copy of the donor's withdrawal slip and the borrower's deposit slip.
  - o A copy of the donor's check to the closing agent.
  - A settlement statement showing receipt of the donor's check. When the funds are not 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, cashier's check, or other official check.

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	<b>Ineligible Sources of Funds:</b> Loans with bridge financing by third party, ie: Knock, Homelight or Opendoor.
Borrower Eligibility	<ul> <li>Eligible Borrowers:         <ul> <li>All borrowers must have a valid Social Security Number</li> <li>U.S. citizens</li> <li>Permanent resident aliens:</li></ul></li></ul>
	<ul> <li>First time homebuyer: A first time homebuyer is defined as anyone who has not owned a home in the past three (3) years. For loans with more than one (1) borrower where at least one borrower has owned a home in the past three (3) years, first-time homebuyer requirements do not apply.</li> <li>Non-occupant co-borrowers if LTV &lt;= 80%.</li> </ul>
	Ineligible Borrowers:  Partnerships, Limited Partnerships, Corporations and LLC's  Non-Revocable Trusts  Non-Permanent Resident Aliens  Borrowers with Diplomatic Immunity  Land Trusts  Foreign Nationals  Life Estates  Guardianships  Borrowers with any ownership in a business that is Federally illegal, regardless if the income is not being considered for qualifying
Co-Ops	<ul> <li>Must meet Fannie Mae cooperative project standards</li> <li>The co-op project must be reviewed and approved by Plaza</li> <li>Must be located in the states of California, Connecticut, Florida, Illinois, Maryland, New Jersey, New York or Washington D.C.</li> </ul>
Credit	<ul> <li>Refer to Plaza's Project Standards for Plaza's complete co-op requirements.</li> <li>Unless otherwise addressed below, Fannie Mae underwriting guidelines must be followed for evaluating a borrower's credit history.</li> <li>Credit Reports:         <ul> <li>A tri-merged credit report is required.</li> <li>Credit reports with bureaus identified as "frozen" are required to be unfrozen and a current credit report with all bureaus unfrozen is required.</li> <li>Credit Refreshes/Rescores: Credit Score refreshes are allowed; however, all credit reports and documentation must be provided to support the change in score and still meet sufficient assets as required by the program guidelines.</li> </ul> </li> <li>Credit Scores: The lowest qualifying score of all applicants is used to qualify. The qualifying score is the lower of 2 or middle of 3 scores and must be reviewed for each borrower.</li> <li>Trade Lines:         <ul> <li>Each borrower contributing income for qualifying must meet the minimum trade line requirements. Borrowers not contributing income for qualifying purposes are not subject to the minimum trade line requirement.</li> <li>Authorized User accounts may not be used to satisfy the trade line requirements.</li> <li>Non-traditional trade lines may not be used to satisfy the trade line requirements.</li> <li>1 trade line must be open for 24 months and active within the most recent 6 months</li> <li>Remaining trade lines must be rated for 12 months and may be open or closed</li> </ul> </li> </ul>

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#### 2 trade lines:

- 1 trade line must be a satisfactory mortgage rating for at least 12 months (opened or closed) within the last 24 months
- 1 additional open trade line

#### **Housing Payment History:**

- Mortgage History Requirements:
  - If the borrower(s) has a mortgage in the most recent 24 months, a mortgage rating must be obtained reflecting 0X30 in the last 24 months.
  - o Mortgage must be rated up to and including the month of the new loan closing.
  - o Applies to all mortgages and all borrowers on the loan.
  - o The mortgage rating may be on the credit report or a VOM.
  - If the mortgage holder is a party to the transaction or relative of the borrower, cancelled checks or bank statements to verify satisfactory mortgage history is required.
- Rental History Requirements:
  - If the borrower(s) has a rental history in the most recent 12 months, a VOR must be obtained reflecting 0X30 in the last 12 months.
  - o Rent must be rated up to and including the month of the new loan closing.
  - Applies to all borrowers on the loan.
  - If the landlord is a party to the transaction or relative of the borrower, cancelled checks or bank statements to verify satisfactory rent history is required; otherwise if not related or a party to the transaction a satisfactory VOR can be provided.

#### **Borrowers Living Rent Free:**

Borrowers who have been living with a relative rent free are eligible, including first-time-homebuyers. Any portion of a 24 or 12-month housing history (mortgage or rent as required above) must be paid as agreed; housing payment history must be documented for all months in which the borrowers had a housing payment obligation. If the borrower does not have a housing payment history due to living rent free, the underwriter must pay particular attention to the borrower's payment shock and their ability to support the new housing payment.

#### Payment History on any other Property (Regardless of Occupancy):

All payment ratings on properties will be considered mortgage credit for grading purposes. Payments on a manufactured home, timeshare, or second mortgage are considered to be mortgage debt, even if reported as an installment loan. Any late payment in the last 24 months on a manufactured home, timeshare, second mortgage, will be considered ineligible for the program.

# Bankruptcy / Foreclosure / NOD / Short Sale / Deed-in-Lieu / Short Payoff:

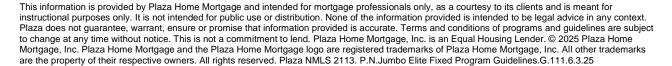
- Must be seasoned 7 years with 7 years re-established credit.
- Multiple derogatory credit events not allowed.

#### Loan Modifications / Forbearance:

- Lender initiated modification will not be considered a derogatory credit event if the modification did
  not include debt forgiveness and was not due to hardship as evidenced by supporting
  documentation. No seasoning requirement would apply.
- If the modification was due to hardship or included debt forgiveness 7 years seasoning since modification is required.
- A forbearance that results in a loan modification (moving payments to the end of the mortgage) is a credit event and will be considered "due to hardship."
- Forbearance without skipped payments: Allowable six months after the end of the forbearance
  period, and only if the borrower made all the monthly payments during forbearance and did not
  utilize the forbearance terms to skip any payments. Payoff statements and mortgage statements
  must not reflect any deferred principal balances or any indication of current forbearance.

# Collections / Charge-offs / Judgments / Garnishments / Liens:

- Delinquent credit including taxes, judgments, charged-off accounts, collection accounts, past-due
  accounts, tax liens, mechanics' liens, etc. must be paid off at or prior to closing.
- Payment plans on prior year tax liens/liabilities are not allowed and must be paid in full.
- Cash-out proceeds may not be used to satisfy accounts paid off at closing.
- Medical collection accounts do not have to be paid off if the aggregate balance does not exceed \$10,000.





#### **Disputed Trade Lines:** All disputed trade lines must be included in the DTI if the account belongs to the borrower unless documentation can be provided that authenticates the dispute. Derogatory accounts must be considered in analyzing the borrower's willingness to repay. However, if a disputed account has a zero balance and no late payments, it can be disregarded. **Down Payment / Gifts** Gift funds not allowed for LTV > 80% or investment property transactions. For purchase transactions, gift funds may be used once the borrower contributes at least 5% from their own funds. Gift funds may not be used to meet reserve requirements. Donor must be an immediate family member, future spouse, or domestic partner living with An executed gift letter with the gift amount, donor's name, address, and telephone number and relationship is required. Proof of donor's ability to give (bank statement or fully executed letter from the depository confirming account balance). Proof of transfer and receipt of funds. Acceptable documentation includes the following: o A copy of the donor's check and the 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. A settlement statement showing receipt of the donor's check. When the funds are not 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, cashier's check, or other official check. **Assets** Type Documentation Checking and • The 2 most recent, consecutive month's statements for each account are required. Savings Large deposits inconsistent with monthly income or other deposits must be verified. Accounts 2 most recent, consecutive months stock/securities account statements are required. Evidence of liquidation is required when funds are used for down payment or closing Marketable **Securities** 70% of full value of stock accounts can be considered in the calculation of assets available for closing and reserves. Non-vested or restricted stock accounts are not eligible for use as down payment or 60% of the vested value of retirement accounts, after reduction of any outstanding loans, may be considered toward the required reserves. If the borrower is > 59 ½, 70% of the vested value of retirement accounts, after reduction of any outstanding loans, may be considered toward the required reserves. Retirement Accounts Most recent retirement account statement covering a minimum 2-month period. Evidence of liquidation is required when funds are used for down payment or closing costs. Retirement accounts that do not allow any type of withdrawal are ineligible for use as reserves Business funds may be used for down payment, closing costs, or reserves. A Fannie Mae cash flow analysis must be provided using the most recent 3 months business bank statements to determine no negative impact to business based on **Business Funds** The borrower must be the sole proprietor or 100% owner of the business (or all borrowers combined own 100%). Business bank statements reflecting overdrafts or NSFs are not eligible. Allowed on second home and investment purchases only. Reverse 1031 exchanges not allowed. HUD-1/CD for both properties. 1031 Exchange Exchange agreement. Sales contract for exchange property. Verification of funds from the Exchange Intermediary. Flood Insurance When flood insurance is required, an escrow account must be established for flood insurance premiums. Geographic Florida: Florida attached condominiums limited to 50% LTV/CLTV/HCLTV on investment transactions. Restrictions Hawaii: Properties in Lava Flow Zones 1 or 2 are not allowed.

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West Virginia: Delegated deliveries only.



# Identity of Interest / Non-Arm's Length

Identity of Interest and Non-Arm's Length Transactions describe certain transactions that may pose increased risk. A non-arm's length transaction exists whenever there is a personal or business relationship with any parties to the transaction which may include the seller, builder, real estate agent, appraiser, lender, title company or other interested party.

Non-Arm's Length transactions are ineligible with the exception of the following:

- · Family sales or transfers.
- Property Sellers are representing themselves as agent in real estate transaction.
- Relative of the property seller acting as the seller's real estate agent.
- Buyers/Borrowers are representing themselves as agent in real estate transaction.
- Relative of the borrower acting as the borrower's real estate agent.
- The borrower is the employee of the originating lender and the lender has an established employee loan program. Loan file to contain evidence of the employee loan program.
- Originator is related to the borrower.
- Originator is a current subsidiary of the builder.
- Renter buying from landlord canceled checks required to verify satisfactory pay history.
- Investment property transactions are not eligible in any circumstances.
- Gifts from relatives that are interested parties are not allowed unless a gift of equity which is allowed.
- Real estate agents may apply their commission towards closing costs and/or prepaids as long as the amounts are within the interested party contribution limitations.

### Income & Employment

**Stability of Employment & Income:** Stable monthly income must meet the following requirements to be considered for qualifying:

- Stable 2 year history of receiving the income. Self-employed borrowers' business must be in existence for a minimum of 2 years.
- Verifiable
- · High probability of continuing for at least 3 years

#### **Declining Income:**

- When the borrower has declining income, the most recent 12 months should be used.
- In certain cases, an average of income for a longer period may be used when the decline is related to a one-time capital expenditure and proper documentation is provided.
- In all cases, the decline in income must be analyzed to determine if the rate of decline would have a negative impact on the continuance of income and the borrower's ability to repay.
- The employer or the borrower should provide an explanation for the decline and the underwriter should provide a written justification for including the declining income in qualifying.

#### **Unacceptable Sources of Income:**

- Deferred compensation
- Education benefits
- Future income or projected earnings
- Illegal any income that is not legal in accordance with all applicable federal, state and local laws, rules and regulations. Federal law restricts the following activities and therefore the income from these sources are not allowed for qualifying:
  - o Foreign shell banks.
  - Medical marijuana dispensaries.
  - Any business or activity related to recreational marijuana use, growing, selling or supplying of marijuana, even if legally permitted under state or local law.
  - Businesses engaged in any type of internet gambling.
- Rental income from primary residence 1-unit property or 1-unit property with accessory unit
- · Rental income from a second home
- · Retained earnings
- Temporary or one-time occurrence income
- Trailing spouse income
- Unverified any income from an unverified source

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#### Tax Returns:

- Personal income tax returns (if applicable) must be complete with all schedules (W-2 forms, K-1s etc.) and must be signed.
- Business income tax returns (if applicable) must be complete with all schedules and must be signed.
- For Unfiled Tax Returns for the prior year's tax return:
  - Between Jan 1 and the tax filing date (typically April 15), borrowers must provide:
    - IRS form 1099 and W-2 forms from the previous year.
    - Loans closing in January prior to receipt of W-2s may use the prior year year-end paystub. For borrowers using 1099s, evidence of receipt of 1099 income must be provided.
  - Extensions Personal 1040 tax returns: Between the tax filing date (April 15) and the extension expiration date (typically October 15), borrowers must provide (as applicable):
    - Copy of the filed extension.
    - W-2 forms.
    - Form 1099, when applicable.
    - Year-end profit and loss for prior year (if self-employed)
    - Current year profit & loss (if self-employed)
  - Extensions Partnership (1065) or S-Corp (1120S) tax returns: Between the tax filing date (March 15) and the extension expiration date (typically September 15), borrowers must provide (as applicable):
    - Copy of the filed extension.
    - Year-end profit and loss for prior year.
  - Extensions Corporate (1120) tax returns: Between the tax filing date (assuming calendar year
     – filing date is typically April 15) and the extension expiration date (typically October 15),
     borrowers must provide (as applicable):
    - Copy of the filed extension.
    - Year-end profit and loss for prior year.
- After the extension expiration date, the loan is not eligible without the filed tax returns.

### Year-to-date Defined for Self-employed Documentation:

- Year-to-date is defined as the period ending as of the most recent tax return through the most recent quarter ending 1 month prior to the Note date. For example:
  - 2022 returns in file and Note date is 7/14/2023 would require 2023 YTD documentation through Q1 or through March 31, 2023.
  - 2022 returns in file and Note date is 8/14/2023 would require 2023 YTD documentation through Q2 or through June 30, 2023.
- For tax returns on extension the entire unfiled year is also required.
- Year-to-date financials (profit and loss statement) are not required if the income reporting is
  positive, not declining, and not counted in qualifying income.

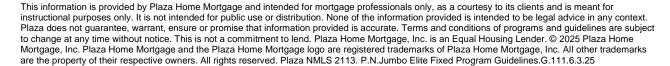
#### Paystubs: Paystubs must meet the following requirements:

- Clearly identify the employee/borrower and the employer.
- Reflect the current pay period and year-to-date earnings.
- Computer generated.
- Paystubs issued electronically via email or internet, must show the URL address, date and time printed and identifying information.
- Year-to-date pay with most recent pay period at the time of application and no earlier than 120 days prior to the Note date.

**Taxpayer Consent Form:** Must be signed by all borrowers.

**Verbal Verification of Employment:** A verbal verification to confirm the borrower's current employment status is required for all borrowers.

- Salaried/Wage Earners: VVOE must be obtained within 10 calendar days of the Note date
- Self-employed: Verification of the existence of the borrower's business through a third-party source is required within 30 calendar days prior of the Note date per the requirements below:
  - Third party verification can be from a CPA, regulatory agency or applicable licensing bureau.
  - o A borrower's website is not acceptable third-party source.
  - o Listing and address of the borrower's business.





Name and title of person completing the verification and date of verification.

Income Analysis Form: An income worksheet must be provided on every loan. Borrowers with multiple businesses must show income/loss details separately, not in aggregate on the Income Worksheet.

- Plaza's Income Worksheet or Fannie Mae Form 1084 is required for self-employment income
- Liquidity analysis must be included in the loan file if the income analysis includes income from boxes 1, 2 or 3 on the K-1 that is greater than distributions indicated on the K-1.
- If a liquidity analysis is required and the borrower is using business funds for down payment or closing costs, the liquidity analysis must consider the reduction of those assets.

Income Type Employment Income	Documentation Requirement
Salaried	<ul> <li>YTD paystub</li> <li>W-2s or W-2 Transcripts for 2 years</li> <li>VVOE</li> </ul>
Hourly / Part-Time	<ul> <li>YTD paystub</li> <li>W-2s or W-2 Transcripts for 2 years</li> <li>VVOE</li> <li>Stable to increasing income should be averaged over a 2 year period.</li> </ul>
Commission	<ul> <li>YTD paystub</li> <li>W-2s or W-2 Transcripts for 2 years</li> <li>VVOE</li> <li>Stable to increasing income should be averaged over a 2 year period.</li> </ul>
Overtime & Bonus	<ul> <li>YTD paystub</li> <li>W-2s or W-2 Transcripts for 2 years</li> <li>VVOE</li> <li>Stable to increasing income should be averaged over a 2 year period.</li> </ul>
Borrowers Employed by Family	<ul> <li>YTD Paystub</li> <li>2 years W-2s</li> <li>2 years personal tax returns</li> <li>2 years tax transcripts</li> <li>VVOE</li> <li>Borrower's potential ownership interest in the business must be addressed</li> </ul>

Self-Employment & Other Income
Self-employed borrowers are defined as those individuals who have 25% or greater ownersh

hip interest or receive a 1099 statement to document income.

Sole Proprietorship
(Schedules C & F)

- 2 years personal tax returns, signed.
- 2 years tax transcripts to support.
- YTD profit and loss statement. P&L May be either audited or unaudited. CPA prepared, or borrower prepared is acceptable.
  - YTD P&L may be waived if the borrower is a 1099 paid borrower who does not actually own a business if a written VOE or pay history is provided by the employer paying the 1099. YTD income must support prior year's income.
  - YTD P&L is not required if the income reporting is positive, not declining, and not counted in qualifying income. Stable to increasing income should be averaged for 2 years.

# **Partnerships** /S-Corporations /Corporations

- 2 years personal tax returns, signed.
- 2 years tax transcripts to support.
- 2 years K-1s reflecting ownership percentage if counting any income from this source in qualifying (K-1 income, W-2 income, capital gains or interest/dividends) or if Schedule E reflects a loss.
- 2 years business tax returns (1065s or 1120s) if 25% or greater ownership, signed.
- YTD profit and loss statement if 25% or greater ownership. P&L May be either audited or unaudited. CPA prepared, or borrower prepared is acceptable.
- Business returns and P&L statement are not required if the income reporting is 0 or positive, not declining and not counted as qualifying income.
- Stable to increasing income should be averaged for 2 years.

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	K-1 Income/Loss on Schedule E			
	Follow Fannie Mae Selling Guide.			
Alimony / Child Support / Separate Maintenance	<ul> <li>Considered with a divorce decree, court ordered separation agreement, or other legal agreement provided the income will continue for at least 3 years.</li> <li>If the income is the borrower's primary income source and there is a defined expiration date (even if beyond 3 years) the income may not be acceptable for qualifying purposes.</li> <li>Evidence of receipt of full, regular, and timely payments for the most recent 6 months.</li> </ul>			
Asset Depletion	<ul> <li>Eligible assets must be held in US account</li> <li>Calculate the depletion of assets using a 3% rate of return over the life of the loan; the same as calculating a P &amp; I payment for a mortgage.         <ul> <li>Minimum liquid post-closing assets of \$500,000 required to include asset depletion for qualifying income.</li> <li>For borrowers &gt; 59 1/2, all post-closing retirement and liquid assets may be used in the calculation if the assets are fully vested and unrestricted.</li> <li>For borrowers &lt; 59 ½, all post-closing liquid non-retirement assets can be included in the calculation.</li> </ul> </li> <li>Business funds are not allowed for income calculation.</li> </ul>			
Capital Gains	Must be gains from similar assets for 2 continuous years to be considered qualifying income.     If the trend results in a gain, it may be added as income.     Personal tax returns – 2 years with a consistent history of gains from similar assets.     2 years tax transcripts to support tax returns.     Document assets similar to the assets reported as capital gains to support the continuation of the capital gain income.			
Dividend / Interest	<ul> <li>Personal tax returns – 2 years</li> <li>2 years tax transcripts.</li> <li>Documented assets to support the continuation of the interest and dividend income</li> </ul>			
Foreign Income	<ul> <li>YTD paystub</li> <li>W-2s or the equivalent and personal tax returns reflecting the foreign earned income (Income must be reported on 2 years US tax returns)</li> <li>2 years tax transcripts.</li> <li>VVOE</li> </ul>			
Long Term Disability Income (Private policy or employer sponsored policy)	<ul> <li>All income must be converted to US Currency.</li> <li>Policy or benefits statement must be provided to determine current eligibility for disability payments, amount of payments, frequency of payments, and if there is an established termination date.</li> <li>Termination date may not be within 3 years of Note date; note: reaching a specific age may trigger a termination date depending on the policy.</li> </ul>			
Non-Taxable Income (Including child support, disability, foster care, military rations, etc.)	<ul> <li>Documentation must be provided to support continuation for 3 years.</li> <li>Income may be grossed up by applicable tax amount.</li> <li>Tax returns must be provided to confirm income is non-taxable.</li> <li>2 years tax transcripts to support tax returns.</li> <li>If the borrower is not required to file a federal tax return, gross-up to 25%.</li> </ul>			
Note Income	<ul> <li>A copy of the note must document the amount, frequency and duration of payments.</li> <li>Evidence of receipt for the past 12 months and evidence of the Note income must be reflected on personal tax returns.</li> <li>Tax transcripts to support tax returns.</li> <li>Note income must have a three (3) year continuance.</li> </ul>			

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Rental Income	<ul> <li>Follow Fannie Mae Rental Income guidelines.</li> <li>If the property is an investment property (subject or non-subject) and is a seasonal rental, vacation rental or short-term rental, the following requirements must be met:         <ul> <li>Must have a history of at least one filed 1 year tax return reflecting the property on Schedule E.</li> </ul> </li> <li>Personal tax returns – 2 years required         <ul> <li>For properties listed on Schedule E, rental income should be calculated using net rental income + depreciation + interest + taxes + insurance + HOA divided by applicable months minus PITIA.</li> <li>If rental income is not available on the borrower's tax returns, net rental income should be calculated using gross rents X75% minus PITIA.</li> <li>2 years tax transcripts.</li> </ul> </li> <li>Net rental income may be added to the borrower's total monthly income. Net rental losses must be added to borrower's total monthly obligations.</li> <li>If the subject property is the borrower's primary residence 1 unit property or 1 unit property with an accessory unit) and generating rental income, the full PITIA should be included in the borrower's total monthly obligations.</li> <li>If the subject property is the borrower's primary residence with 2 units, rental income may be included for the unit not occupied by the borrower if the requirements for a lease agreement and/or tax returns above are met.</li> </ul>
Rental Income - Departure Residence	If the borrower is converting their current primary residence to a rental property and using rental income to offset the payment the following requirements:  Copy of current fully executed lease agreement; and, Two months consecutive bank statements or electronic transfers of rental payments for existing lease agreements, or Copies of the security deposit and first month's rent check with proof of deposit for newly executed agreements; and Form 1007 (or Form 1025 as applicable) to support rents being used for departing residence. Rent calculation is 75% of the market rent per the 1007 less PITIA. Any positive rental income is disregarded for the income calculation and can only be used to offset the PITIA of the related property (in other words, is limited to zero positive cash flow).
Restricted Stock & Stock Options	<ul> <li>May only be used as qualifying income if the income has been consistently received for 2 years and is identified on the paystubs and W-2s as income and the vesting schedule indicates the income will continue for a minimum of 2 years at a similar level as prior 2 years.</li> <li>A 2 year average of prior income received from RSUs or stock options should be used to calculate the income, with the continuance based on the vesting schedule using a stock price based on the lower of the current stock price or the 52-week average for the most recent 12 months reporting at the time of application.</li> <li>The income used for qualifying must be supported by future vesting based on the stock price used for qualifying and vesting schedule.</li> <li>Additional awards must be similar to the qualifying income and awarded on a consistent basis.</li> <li>There must be no indication the borrower will not continue to receive future awards consistent with historical awards received.</li> <li>Borrower must be currently employed by the employer issuing the RSUs/stock options for the RSUs/stock options to be considered in qualifying income.</li> <li>Stock must be a publicly traded stock.</li> <li>Vested restricted stock units and stock options cannot be used for reserves if using for income to qualify.</li> <li>NOTE: RSU income is capped at 50% of qualifying income.</li> </ul>

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	Retirement Income (Pension, Annuity, 401(k), IRA Distributions)	retirement asset must be suff years.  Distributions cannot be qualification purposes. Follow Fannie Mae Sell Document regular and conting any of the following: Letters from the organia Copies of retirement aw Copies of federal incom Most recent IRS W-2 or Proof of current receipt If any retirement income will	rued receipt of income as verified by zations providing the income. vard letters. he tax returns signed. r 1099 forms. with 2 months bank statements. cease within the first 3 years of the	
	Social Security Income	<ul> <li>loan, the income may not be used.</li> <li>Social Security income must be verified by a Social Security Administration benefit verification letter.</li> <li>If any benefits expire within the first 3 years of the loan, the income may not be used.</li> <li>Benefits with a defined expiration date (children or surviving spouse) must have a remaining term of at least 3 years.</li> </ul>		
	Trust Income	Income from trusts may be upayments will continue for at Regular receipt of trust incorvariable) months must be do     For variable trust payments a calculating qualifying income General Income Information.     A copy of the Trust Agreeme Trust Agreeme Trust amount of borrow Terms of payment     Duration of trust     Evidence the trust is irrust funds are being used	ised if guaranteed and regular teleast 3 years. The for the past 12 (for fixed) or 24 (for incumented. If the follow Fannie Mae policy for the for Variable Income in B3-3.1-01. The for Trustee Statement showing: the er-designated trust funds  The fordown payment or closing costs, the equate documentation to indicate the	
Insurance	For Insurance requirements refer to	•	<u> </u>	
Interested Party Contributions	For Insurance requirements refer to Plaza's Hazard and Flood Insurance Policy.  Interested party contributions include funds contributed by the property seller, builder, real estate agent/broker, mortgage lender, or their affiliates, or any other party with an interest in the real estate transaction. Interested party contributions may only be used for closing costs and prepaid expenses and may never be applied to any portion of the down payment or contributed to the borrower's financial reserve requirements. Contribution limitations:			
	Occupancy	LTV/CLTV	Maximum Seller Contributions	
	Primary Residence	> 75% and <= 85%	6%	
	and Second Home	<= 75%	9%	
	Investment Properties	All LTVs	2%	
	Seller Concessions:  All seller concessions must be addressed in the sales contract, appraisal and CD/HUD-1. A seller concession is defined as any interested party contribution beyond the stated limits, in the above section, or any amounts not being used for closing costs or prepaid expenses (i.e., funds for repairs not completed prior to closing is a seller concession). If a seller concession is present, both the appraised value and sales price must be reduced by the concession amount for purposes of calculating the LTV/CLTV/HCLTV.			
Loan Limits	The minimum loan amount is \$1 ab eligible.	ove the standard conforming limit.	High Balance loan amounts are	
1	D ( ) ( ) ED ( ) D ( ) ( )			

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Refer to the **Eligibility Matrix** for maximum loan amounts.



## **Max Financed** Primary Residence: No limit on the number of financed properties the borrower may own. **Properties / Exposure** Second Home and Investment Property: The borrower may own up to 10 financed properties. If the borrower owns greater than 4 financed properties, the maximum LTV is limited to 80%. Refer to the **Reserves** section for reserves requirement. Financed properties held in the name of an LLC or other corporation can be excluded from the number of properties financed only in cases where the borrower is not personally obligated for the mortgage. Partial or joint ownership is considered the same as total ownership in the property. Ownership in commercial properties, multi-family properties containing 5 or more units, lots and properties owned free & clear are not included. Maximum Loans/Maximum Exposure: A maximum of two Plaza Jumbo loans and no more than four total Plaza loans are permitted to one borrower. **Mortgage Insurance** Not applicable, regardless of LTV. Owner-occupied primary residences Occupancy Second homes Investment properties **Property Eligibility Eligible Properties:** Attached/detached SFRs Attached/detached PUDs Condos Co-ops 2-4units Condominiums: Attached condos must be Fannie Mae Warrantable Limited review allowed for attached units in established projects Florida: Projects located in Florida are not eligible for limited review CPM or PERS allowed Site (detached) condos are eligible and follow SFR guidelines Leaseholds: Must meet Fannie Mae requirements. Properties with > 10 < 40 acres: No commercial use No income producing attributes **Properties Subject to Existing Oil or Gas Leases:** Title endorsement providing coverage to the lender against damage to existing improvements resulting from the exercise of the right to use the surface of the land which is subject to an oil and/or gas lease. No active drilling. Appraiser to comment or current survey to show no active drilling. No lease recorded after the home construction date. Re-recording of a lease after the home was constructed is permitted. Must be connected to public water. Leased Solar Panels: Properties with leased solar panels must meet Fannie Mae requirements. **Ineligible Properties:** Properties with condition rating of C5/C6 Properties with construction rating of Q6 Model home leaseback Properties with a private transfer covenant 2-4 unit 2<sup>nd</sup> homes Commercial properties Condos that are Unwarrantable Condotels Geodesic dome homes

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Geothermal homes



#### Manufactured housing

- Mixed use
- Properties > 40 acres. It is not acceptable to have property appraised with only 40 acres in order to meet eligibility.
- Tenants-in-common projects (TICs)
- Timeshares
- Unique properties
- · Working farms, ranches, orchards
- · Properties located on Indian/Native American tribal land
- Properties with UCC filings, private transfer covenants (unless the covenant is excluded under 12CFR 1228 as an excepted transfer fee covenant), mechanics liens and other items that would impact title (including PACE solar, etc.), marketability or foreclosure are not allowed.

#### **Property Flips**

If, on a purchase transaction, the seller of the property (individual or entity) sells a property within 90 days after the date of acquisition (based on the seller's purchase contract date), the following requirements apply:

- A second full appraisal is required.
- The property seller on the purchase contract must be the owner of record.
- Increases in value must be documented with commentary from the appraiser and recent paired sales.
- The above requirements do not apply if the property seller is a bank that received the property as a result of foreclosure or deed-in lieu.

#### **Qualifying Ratios**

- Refer to the **Eligibility Matrix** for qualifying ratios.
- Borrowers qualify at the greater of the fully indexed rate or the note rate.
- For other properties owned, documentation to confirm the amount and/or presence or absence of liability for P&I, taxes, insurance, HOA dues, lease payments or other property-related expenses must be provided.

**Residual Income:** DTI > 45% requires residual income per the table below. Residual income equals gross qualifying income less monthly debt.

# in household	1	2	3	4	5	Additional
Residual	\$1,550	\$2,600	\$3,150	\$3,550	\$3,700	+ \$150 each

**30-day Charge Accounts:** If the credit report reflects an open-end or net thirty (30) day account, the balance owing must be subtracted from liquid assets.

#### **Alimony Payments:**

- Divorces prior to 1/1/2019: Alimony payments may be deducted from income rather than included as a liability.
- Divorce on or after 1/1/2019: Alimony payments must be treated as a liability.

**Co-Signed Loans:** The monthly payment on a co-signed loan may be excluded from the DTI if evidence of timely payments made by the primary obligor (other than the borrower) is provided for the most recent 12 months and there are no late payments reporting on the account.

Debts Paid by Others: Follow Fannie Mae guidelines.

Departure Residence Converted to Investment Property: Refer to Rental Income – Departure Residence in the Income and Employment section.

**Departure Residence Pending Sale:** To exclude the payment for a borrower's primary residence that is pending sale but will close after the subject transaction, the following requirements must be met:

- A copy of an executed sales contract for the property pending sale and confirmation all contingencies have been cleared/satisfied.
- The pending sale transaction must be arm's length.
- The closing date for the departure residence must be within 30 days of the subject transaction Note
  date.
- 6 months reserves must be verified for the PITIA of the departure residence.

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**HELOCs:** HELOCs with a current outstanding balance with no payment reflected on the credit report may have the payment documented with a current billing statement. HELOCs with a current \$0 balance do not need a payment included in the DTI unless using for down payment or closing costs.

**Inquiries:** A detailed explanation letter that specifically addresses both the purpose and outcome of each inquiry in the last 90 days is required. If additional credit was obtained, a verification of that debt must be obtained and the borrower re-qualified with the additional debt.

**Installment Debt:** Installment debt must be considered part of the borrower's recurring monthly debt obligations if there are 10 or more monthly payments remaining. However, an installment debt with fewer monthly payments remaining also should be considered as a recurring monthly debt obligation if it significantly affects the borrower's ability to meet his or her credit obligations.

#### IRS Funds Owed for Current Tax Year:

If the most recent tax return or tax extension indicate a borrower owes money to the IRS or State Tax Authority, evidence of sufficient liquid assets to pay the debt must be documented if the amount due is within 90 days of loan application date or if tax transcripts show an outstanding balance due. In lieu of sufficient assets to pay the debt, a payment plan for the most recent tax year is allowed if the following requirements are met:

- Payment plan was set up at the time the taxes were due. Copy of payment plan must be included in loan file.
- · Payment is included in the DTI.
- Satisfactory pay history based on terms of payment plan is provided.
- Payment plan is only allowed for taxes due for most recent tax year, prior years not allowed. For
  example, borrower files their 2022 return or extension in April 2023. A payment plan would be
  allowed for taxes due for 2022 tax year. Payment plans for 2021 or prior years would not be
  allowed.
- Borrower does not have a prior history of tax liens.

**Lease Payments:** Payment must be included in qualifying DTI regardless of the number of remaining payments.

**Loans Secured by Financial Assets:** Loans secured by financial assets (life insurance policies, 401(k), IRAs, CDs, etc.) do not require a payment to be included in the DTI if documentation is provided to show the borrower's financial asset as collateral for the loan.

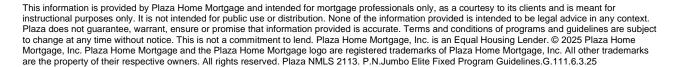
**Revolving Charges/Lines of Credit:** The monthly payment on revolving accounts with a balance must be included in the borrower's DTI, regardless of the number of months remaining. If the credit report does not reflect a payment and the actual payment cannot be determined, a minimum payment may be calculated using the greater of \$10 or 5%. If a revolving account balance is to be paid off at or prior to closing, a monthly payment on the current outstanding balance does not need to be included in the borrower's long-term debt, i.e., not included in the debt-to-income (DTI) ratio. Such accounts do not need to be closed as a condition of excluding the payment from the DTI ratio.

**Student Loans:** For all student loans, whether deferred, in forbearance, or in repayment, a monthly payment must be included in the borrower's monthly debt obligation.

- If a monthly payment is provided on the credit report, the amount indicated for the monthly
  payment may be used in qualifying.
- If the credit report does not provide a monthly payment or if it shows \$0 as the monthly payment, the monthly payment may be one of the options below:
  - Loan payment indicated on student loan documentation verifying monthly payment is based on an income-driven plan.
  - For deferred loans or loans in forbearance:
    - 1% of the outstanding loan balance (even if this amount is lower than the actual fully amortizing payment) or
    - A fully amortizing payment using the documented loan repayment terms.

**Repair Escrows** 

Loans with escrows for completion of postponed improvements (escrow holdbacks) are not eligible.





#### Reserves

Refer to the **Assets** section above and Ineligible Funds for Reserves at the end of this section to determine if a particular asset is eligible for reserves (assets are eligible unless stated otherwise).

Occurancy	Loan Amount	# of Months Reserves		
Occupancy	Occupancy Loan Amount		Self-Employed	
	≤ \$1,000,000 & LTV ≤ 80%	6	9	
	≤ \$1,000,000 & LTV > 80%	12	15	
	\$1,000,001 - \$1,500,000 ≤ 80%	9	12	
Primary Residence	\$1,500,001 - \$2,000,000 ≤ 80%	12	15	
·	\$1,000,001 - \$2,000,000 > 80%	15	18	
	\$2,000,001 - \$3,000,000	18	21	
	\$3,000,001 - \$3,500,000	24	27	
	≤ \$1,000,000	12	15	
Second Home	\$1,000,001 - \$1,500,000	18	21	
	\$1,500,001 - \$2,500,000	24	27	
Investment Property	≤ \$1,000,000	18	21	
	\$1,000,001 - \$2,000,000	24	27	
First-Time Homebuyer	≤ \$1,500,000 & LTV ≤ 80%	12	15	
	≤ \$1,000,000 & LTV > 80%	15	21	
	\$1,000,001 - \$1,500,000 > 80%	18	18	

### **Reserves and Multiple Financed Properties:**

- 1 4 financed properties: 3 months reserves for each additional financed property.
- > 4 financed properties: 6 months reserves for each additional financed property.
- If a property is eligible to be excluded from the count of multiple financed properties, reserves are not required for that property (refer to Max Financed Properties).

#### **Ineligible Sources for Reserves:**

- Gift funds
- Cash proceeds from the subject transaction
- Bridge loans
- Borrowed funds, including funds secured by other assets
- Proceeds from the sale of non-real estate assets

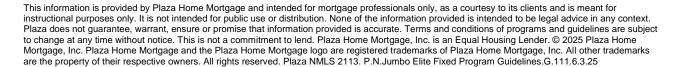
# Subordinate Financing

Subordinate financing is allowed per the Credit Matrix with the following requirements/restrictions:

- Subordinate financing is not allowed for LTV > 80%.
- Institutional financing only. Seller subordinate financing is not allowed.
- Full disclosure must be made on the existence of subordinate financing and the repayment terms.
   Acceptable Subordinate Financing terms:
  - Mortgages with regular payments that cover at least the interest due.
  - Mortgage terms that require interest at a market rate.
- Employer subordinate financing is allowed with the following requirements:
  - Employer must have an Employee Financing Assistance Program in place.
  - Employer may require full repayment of the debt if the borrower's employment ceases before the maturity date.
  - Financing may be structured in any of the following ways:
    - Fully amortizing level monthly payments
    - Deferred payments for some period before changing to fully amortizing payments
    - Deferred payments over the entire term
    - Forgiveness of debt over time
    - Balloon payment of no less than five (5) years, or the borrower must have sufficient liquidity to pay off the subordinate lien.

#### **Ineligible Subordinate Mortgages:**

- Subordinate mortgages through a Community Second Mortgage/Down Payment Assistance Program.
- Any type of tax or judgment lien.





### Temporary Buydowns are eligible subject to the following: **Temporary Buydowns** 2-1 and 1-0 buydowns are offered 30-Year Fixed Rate Purchase transactions only **Primary Residence** Qualify at the note rate Funds may come from the seller or other eligible interested party Interested Party Contribution (IPC) limits apply Seller paid buydowns should be disclosed in the purchase contract and must be provided to the appraiser with all appropriate financing data and IPCs for the subject property Borrower funded buydowns are ineligible Buydown agreement must be included in the loan file **Texas Home Equity** Texas Section 50(a)(6) transactions: 1-unit primary residence only Maximum LTV of 80% Regardless if the new loan is a rate/term or cash-out refinance, any loan classified under Texas law as a Texas 50(a)(6), must follow the cash-out eligibility matrix and be locked as a cash-out refinance. **Transactions** Purchase Rate/Term Refinance Cash-Out Refinance Rate & Term Refinance: The new loan amount is limited to the payoff of the current first lien mortgage, any seasoned non-first lien mortgages, closing costs and prepaid items. If the first mortgage is a HELOC, evidence it was a purchase money HELOC or it is a seasoned HELOC that has been in place for 12 months and total draws do not exceed \$2000 in the most recent 12 months. A seasoned non-first lien mortgage is a purchase money mortgage or a mortgage that has been in place for 12 months. A seasoned equity line is defined as not having any draws greater than \$2,000 in the past 12 months. Withdrawal activity must be documented with a transaction history. Cash to the borrower must be less than or equal to 1% of the new loan amount Properties listed for sale within the last 6 months at time of loan application are not eligible for a rate/term refinance transaction. Inherited properties with at least 12 months ownership are eligible for a rate/term refinance. Properties inherited less than twelve 12 months prior to application are eligible if the following requirements are met: Must have clear title or copy of probate evidencing borrower was awarded the property. A copy of the will or probate document must be provided, along with the buy-out agreement signed by all beneficiaries. Borrower retains sole ownership of the property after the pay out of the other beneficiaries. Cash back to borrower not to exceed 1% of loan amount. LTV is based on the current appraised value. Cash-Out Refinance: The property must have been purchased by the borrower at least 6 months prior to the loan application unless the borrower meets the requirements in the Delayed Purchase Refinance Properties that have been listed for sale within the past 12 months of loan application are not eligible for a cash-out refinance transaction. Inherited properties may not be refinanced as cash-out prior to 12 months ownership. See Rate/Term refinance. Maximum cash-out limitations include the payoff of any unsecured debt, unseasoned liens, and any cash in hand. For cash-out refinance transactions where the borrower is paying off a pledged asset/retirement account loan, secured loan, unsecured family loan, or replenishing business funds used to purchase the property, the following guidelines apply:

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Cash-out limitation is waived if previous transaction was a purchase.

- Seasoning requirement for cash-out is waived (borrower does not have to have owned property for at least 6 months prior to subject transaction).
- Funds used to purchase the property must be fully documented and sourced.
- The CD of the subject transaction must reflect payoff or pay down of the pledged asset/retirement account loan, secured loan, unsecured family loan, or business funds.
- If cash-out proceeds exceed payoff of eligible loans listed above, excess cash must meet cash-out limits.
- The purchase must have been arm's length.
- Investment properties are ineligible.
- LTV is based on the current appraised value.

### **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:

- The borrower has been on title for at least 12 months but is not obligated on the existing mortgage that is being refinanced and the borrower meets the following requirements:
  - o Has been making the mortgage payments (including any secondary financing) for the most recent 12 months, or
  - o Is related to the borrower on the mortgage being refinanced.
- The borrower on the new refinance transaction was added to title 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:
  - o 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.

#### **Delayed Purchase Refinance:**

A Delayed Purchase Refinance is the refinance of a property purchased by the borrower for cash within 6 months of the current loan application date and requires the following:

- The LTV/CLTV/HCLTV is calculated based on the lesser of the purchase price or appraised value of the subject property.
- Loan is underwritten as a rate & term refinance for LTV/CLTV/HCLTV purposes and the loan is priced as a rate & term refinance.
  - Texas primary residence must be treated as cash out and locked as cash out however cash out limits, and 6 months seasoning will not be applicable.
- The CD from the original purchase. Documentation must show that no financing was obtained for the purchase of the property.
- Preliminary title reflects the borrower as the owner and no liens.
- Funds used to purchase the property must be fully documented and sourced and must be the borrower's own funds (no gift funds or no business funds).
- Funds drawn from a HELOC on another property owned by the borrower, funds borrowed against a margin account or funds from a 401(k) loan are acceptable if the following requirements are
  - o The borrowed funds are fully documented.
  - The borrowed funds are reflected on the Closing Disclosure (CD) as a payoff on the new refinance transaction.
- Reimbursement of business funds, funds secured by a pledged asset, or funds from the borrower's retirement account are not considered "borrower's cash" for the purposes of this Delayed Purchase Refinance program; refer to the cash-out section if the transaction involves reimbursement of these types of borrower funds.



# **Construction to Permanent Financing:** The conversion of construction-to-permanent financing involves the granting of a long-term mortgage to a Borrower for the purpose of replacing interim construction financing that the Borrower has obtained to fund the construction of a new residence. The Borrower must hold title to the lot, which may have been previously acquired or purchased as part of the transaction. LTV/CLTV/HCLTV is determined based on the length of time the borrower has owned the lot. The time frame is defined as the date the lot was purchased to the Note date of the subject transaction. For lots owned ≥12 months from application date for subject transaction, LTV/CLTV/HCLTV is based on the current appraised value. For lots owned < 12 months from application date for subject transaction, LTV/CLTV/HLCTV is based on the lesser of the current appraised value of the property or the total acquisition costs (sum of documented construction costs and documented purchase price of lot). New York Consolidation, Extension and Modification Agreement (CEMA): CEMA transactions are allowed for cash-out refinance and rate & term transactions subject to Plaza's NY CEMA Underwriting requirements. Lost Note Affidavits are not acceptable under any circumstance. **Underwriting Method** All loans must be manually underwritten and fully documented per these program guidelines. Follow Fannie Mae Selling Guide for items not referenced in these program guidelines. QM Designation: The underwriter must indicate the QM designation of the loan on the 1008. All Jumbo Elite loans must be QM Safe Harbor. Although some investment property transactions may be exempt, Plaza requires all Jumbo Elite loans to be disclosed and closed in compliance with TRID. Other Requirements Age of Documentation: Credit Report: No more than 120 days before the date the Note is signed. Income: No more than 120 days before the date the Note is signed. Assets: No more than 120 days before the date the Note is signed. Appraisal: No more than 120 days before the date the Note is signed. Title Commitment: No more than 120 days before the date the Note is signed. Lawsuits: If the 1003, title commitment or credit documents indicate the borrower is a party to a lawsuit, additional documentation must be obtained to determine no negative impact on the borrower's ability to repay, assets or collateral. Payment Recast: Loans may be eligible for a payment recast (re-amortization) if the borrower makes a large principal curtailment. Recasts are not guaranteed. All recasts will be reviewed and approved on a case-by-case basis by the servicer. The following are requirements for requesting a recast: The borrower must submit a request in writing to the servicer after servicing has transferred from Plaza to the investor's servicer (generally greater than 90 days after the closing date) Minimum principal curtailment of \$10,000 Mortgage must be current with no record of 30-day delinquency

