# FHA 203(k) Product Offering



A division of HomeBridge Financial Services, Inc.

6/26/23

# Overview of 203(k) Offering



- Define the 203(k) product and features
- Discuss benefits of the 203(k) products
- Learn how to determine eligibility
- Review guideline specifics
- Learn what to expect from Homebridge's 203(k) process
- Provide 203(k) helpful resources

# What is a 203(k) Loan?



- Offers a solution to help borrowers obtain financing that covers both the acquisition and rehabilitation of the property
- Limited & Standard option offered for purchase and rate/term refinance transactions:
  - ✓ Option will depend on amount of required repairs
    - Standard = Major renovation
    - Limited = Limited repairs

# Why Choose the 203(k)?



- Key program highlights include:
  - ✓ Allows for repairs and improvements to be completed after closing for purchase and refinance transactions via the establishment of an interest-bearing escrow account
  - ✓ Can borrow against the property value <u>after</u> improvements
  - ✓ Avoid construction loans
  - ✓ Increases property value and builds equity
  - ✓ Combines the cost of the home and renovation into one low cost mortgage

#### Program Eligibility/Guidelines



Maximum LTV

Primary Residence Full Documentation								
Transaction Type	Units	LTV	CLTV	Loan Amount 1, 2	Credit Score			
Purchase	1-4	96.50%	105% <sup>3</sup>	FHA Limit	580 <sup>4</sup>			
Rate/Term Refinance	1-4	97.75%	97.75%	FHA Limit	580 <sup>4</sup>			

- Purchase and rate/term refinance owner-occupied transactions
- Conforming and High Balance loan amounts
  - ✓ Fixed rate with 30 and 15 year terms available
    - A 1/0, 1/1, 1/1/1, 2/1, 3/2/1 temporary buydown eligible on fixed rate purchase transactions
  - ✓ 5/1 ARM
- Minimum 580 FICO. New York Transactions: Minimum 600 FICO
- DTI/reserve requirements follow Homebridge FHA guidelines
- Homebridge will require "Approve/Eligible" or "Refer/Eligible" AUS Findings.
   "Refer/Eligible" requires a downgrade to manual underwriting and manual underwriting guidelines apply

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# **Property Eligibility**



Property Type	Standard	Limited		
Primary Residence	Yes	Yes		
SFR	Yes	Yes		
2-4 Units	Yes	Yes		
PUD	Yes	Yes		
Condo*	Yes	Yes		
New Construction	No	No		
Mixed Use	No	No		
Co-operatives	No	No		
Manufactured Housing	Yes	Yes		

#### \* Condo Restriction:

Max mortgage cannot exceed 100% of the "After –Improved" value

# Property Eligibility (cont.)



#### Applies to Standard and Limited options

- New construction <u>not</u> eligible
  - ✓ Properties must be considered existing and completed for at least 1 year (CO required for 1 year)
- Properties that are currently boarded up, condemned <u>and</u> uninhabitable are generally <u>not</u> eligible
  - ✓ Boarded up, condemned and uninhabitable properties in disaster areas will be considered on a case-by-case basis
- All health and safety issues must be addressed through the renovation loan
- Standard program: Demolished homes or homes that will be torn down during the rehab process are eligible provided the <u>complete</u> existing foundation remains in place

# Property Eligibility (cont.)



- Manufactured homes are eligible on both the Limited and Standard programs subject to manufactured housing requirements and the following:
  - ✓ The renovation/rehabilitation cannot affect any structural components
    of the manufactured home that were designed and constructed in
    compliance with the Federal Manufactured Home Construction & Safety
    Standards

**NOTE**: Complete manufactured guidelines are detailed in the Homebridge FHA Program guidelines located at <a href="https://www.HomebridgeWholesale.com">www.HomebridgeWholesale.com</a> under Products and Guidelines

# Property Eligibility (cont.)



- Standard program: Repairing, reconstructing, or elevating the existing foundation provided the original structure remains in place
  - ✓ Borrower must provide the HUD Consultant with licensed engineers report with pre/post elevation

# Property Eligibility: REOs



- Bank owned REO eligible
- Agency owned REO eligible for Fannie Mae, Freddie Mac, VA, USDA
  - ✓ Restriction: HUD REO not eligible

# Condo Eligibility



- Condos are eligible for Standard and Limited options
  - ✓ Project must be approved by HUD at time of case number assignment
  - ✓ Work limited to interior of unit.
  - ✓ Lesser of 5 units per HOA, or 25% of total number of units, can be undergoing rehabilitation at any time
  - ✓ Max mortgage cannot exceed 100% of the After- Improved value
  - ✓ Rehabilitation limited to subject unit in buildings with 1-4 total units
    - See next slide for additional details

See matrix for additional condo specifics

# Condo Building/Structure Eligibility



- Subject unit must be in a building/structure that has a maximum of 4 units
- The Condo project may have multiple buildings with no limit to the total number of units
- Eligible Building/Structure Scenario
  - ✓ Project consists of 10 buildings, each with 4 units, for a total of 40 units
- Ineligible Building/Structure Scenario
  - ✓ Project consists of 10 buildings, each with 6 units, for a total of 60 units
  - ✓ This property is ineligible because it is in a building/structure with more than 4 units
- More than 4 units in a building allowed when the renovation reduces the number of units in the building to 4 or less

Example: Borrower purchases 2 units and converts to 1 unit



# Standard 203(k)

#### Standard 203(k) Features



- Requires an FHA HUD Consultant
- For complicated projects and cosmetic updates
- Minimum cost of repairs is \$5,000
- Repairs limited to a maximum of \$200,000.

**NOTE**: The maximum mortgage amount, including repairs, cannot exceed the FHA mortgage limit for the area where the property is located

- Contingency Reserve 10-20% as determined by Homebridge Renovation Concierge Department (RCD)
- Work must start within 30 days of closing
- The work cannot stop for more than 30 days during the rehab process and work must be completed within 6 months of closing
- Max 5 draws permitted
- One (1) General Contractor allowed
  - ✓ Subcontractors permitted under General Contractor
- Additional specialized contractor(s) allowed for technical items
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# Repair Costs \$75,001 to \$200,000



- Repair costs \$75,001 to \$200,000 are subject to the following additional requirements:
  - ✓ A Builder Risk policy is required unless written confirmation is received from the insurance company stating they have reviewed the appraisal and the final scope of work and will issue the property insurance policy without any property related exceptions
    - A 6-month policy required for direct hard project costs ≤ \$200,000

#### Repair Costs \$75,001 to \$200,000 (cont.)



- ✓ Contractor requirements:
  - Must have minimum 3-years history or performing similar projects
- ✓ Soft costs (costs for architectural drawings, engineering fees, permits, etc.) are only reimbursable fees when the Homebridge RCD receives copies of and approves the permits. No funds will be released from the escrow account until the permit(s) are provided
  - **NOTE**: Refinance transactions require all permits and building approvals **prior to loan closing/funding**
- ✓ If combining HomeStyle and HomeReady and there is an accessory unit, the renal income from an accessory unit **is not eligible** for qualifying

#### **HUD Consultant Role**



- Approved HUD Consultant required on Standard 203(k)
- Consultant fee ranges depending on cost of work
- HUD Consultant manages the entire project
  - ✓ Works directly with borrowers & contractors
  - ✓ Provides initial report on the current condition of the property (HUD 35 Point Checklist aka Work Write Up)
    - Must inspect to ensure no rodents, termites, dry rot and/or other infestation, and
    - > Certify the condition of:
      - Electrical,
      - Plumbing,
      - Heating,
      - Roofing, and
      - Structural

#### **HUD Consultant Role (cont.)**



- ✓ Provides initial Work Write-Up or "Specification of Repairs" report
- ✓ Prepares Consultant/Borrower Agreement that fully explains services to be performed and fees that will be charged (not a HUD or Homebridge form) Required if information not included in Work Write-Up
- ✓ Prepares "Consultant is not a Home Inspector Disclosure"
- ✓ Provides draw schedule
- ✓ Reviews architectural exhibits (if applicable)
- ✓ Performs draw inspections to approve disbursements to General Contractor

#### **HUD Consultant Role (cont.)**



- ✓ Reports progress, unapproved deviations from Work Write-Up, work stoppages, any issues that that could affect adherence to the program requirements/property eligibility to Homebridge every 30 days
- ✓ Reviews requests for proposed changes to the Work Write-Up and prepares the Change Order
- ✓ HUD Approved Consultant Search: HUD.gov

#### **HUD Consultant Work Write-Up**



- Details of HUD Consultant's Work Write- Up Report, AKA "Specification of Repairs" Report
  - ✓ Signed by consultant, borrower and contractor
  - ✓ Original plan/specifications for project
  - ✓ Describes quantity/quality of materials required
  - ✓ Lists market costs of materials, labor, overhead, profit
  - ✓ Includes adequacy of existing structural, heating, plumbing, electrical and roofing
  - ✓ Must demonstrate that property will meet HUD's minimum property standards, after repairs
  - ✓ Contractor(s) agree to complete the work detailed in the Write-Up for the amount of the cost estimate and within timeframe stated by the consultant
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# Sample Work Write-Up



Required Document: Standard 203(k) only

File No: FHA Case No:

#### Work Write Up

Mr & Mrs Customer

Borrower:

This is

Contractor(s)

The project has the following contractor(s): Sample Construction Company

56789 Construction Way Anytown, CA 90000

800-222-9999

Write-Up Synopsis

The total cost of construction plus allowable fees comes to \$91,094.00. 4 draws have been established @ \$200.00.

Please direct any questions regarding this architectural package to:

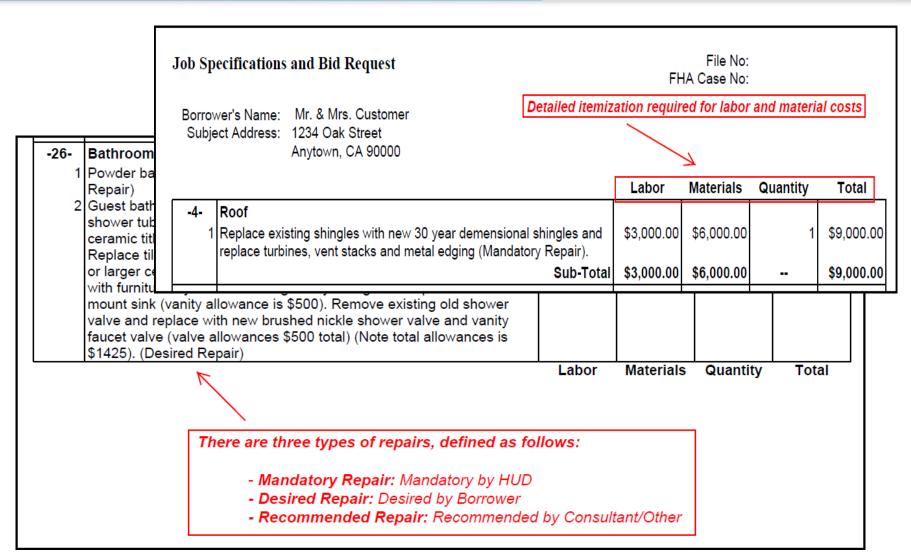
Total estimated cost of repairs (construction and fees)

John Smith HUD Consultant HUD ID #: A1234 5678 Industrial Hwy Anytown, CA 90000

> HUD Consultant provides number of draws and fee per draw inspection

#### Sample Work Write-Up (cont.)





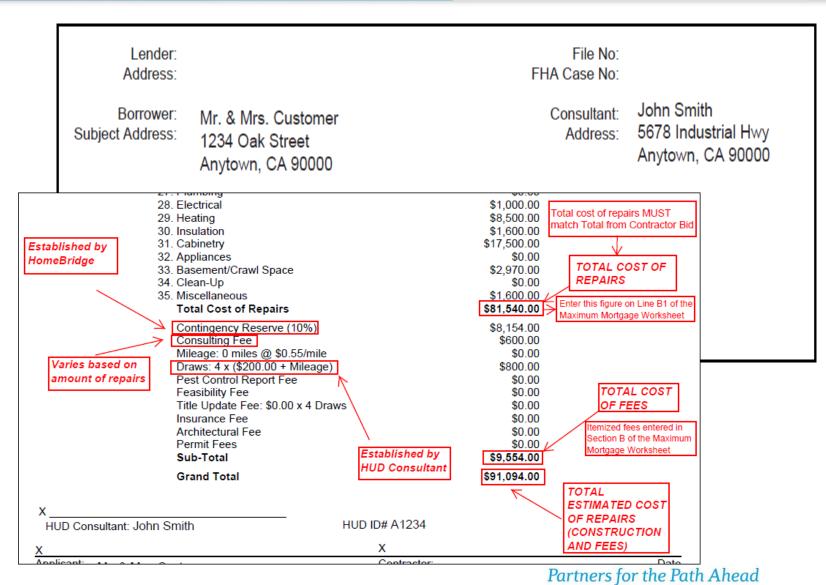
#### Sample Work Write-Up (cont.)



		Labor	Materials	Quantity	Total				
	<b>Grand Total</b>	\$33,140.00	\$48,400.00		\$81,540.00				
		Labor	Materials	Quantity	Total				
Contractor's Signature:	HUD Consultar	nt's Signatur	re:						
Borrower Signature:	Co-Borrower S	Signature:							
Contractor Notes: Contractor is to obtain any necessary permits. Contractor is to provide a copy of their state contractor's license, a copy of proof of worker's compensation insurance along with this bid to facilitate this loan process. It is important to carefully and accurately provide these cost estimates to the cost of the improvements to satisfactorily complete the rehabilitation work at or below the estimate cost since the 203(k) mortgage can't be increased to cover additional expenses. A copy of the termite report is attached and made part of this bid request. All section 1 items must be broken out separately as this is a HUD requirement. All work will be completed to minimum HUD standard or local code requirements, whichever is more stringent. All work will be completed in a professional workmanlike manner and on the basis that time is of the essence.  When completed get a copy of this bid request to:  Borrower: Mr. & Mrs. Customer  Inspector: John Smith Fax:									
Contractor, HUD Consultant, and	d Borrower s	ignatures	are requi	red					

#### Sample Work Write-Up (cont.)





# Contractor Work Write-Up Requirement



The contractor must agree to complete the work detailed in the Work Write-Up completed by the HUD Consultant for the amount of the cost estimate and within the timeframe established

# Standard Eligible Repairs



- The Standard option is used for more complicated projects. Eligible repairs include:
  - ✓ Major structural alterations and additions (additions must be attached to an existing structure)
  - ✓ Major landscaping and site improvements
  - ✓ Repair/remove swimming pool (no dollar limit)
  - ✓ Remodeling of rooms, including kitchens & bathrooms
  - ✓ Relocation of load bearing walls
  - ✓ Construction or rehab of detached garage
  - ✓ Converting multi-unit to single or single to multi-unit
  - ✓ Basement finishing or waterproofing
  - ✓ Appliances used in remodel

#### Standard Eligible Repairs (cont.)



- ✓ Well/septic work
  - ➤ Well/septic work must be completed prior to beginning of other repair work
  - Properties with either a separate septic or well require a minimum property size of .50 acre
  - Properties with both well and septic require a minimum property size of 1 acre
- ✓ Handicapped retrofitting

#### Standard Ineligible Repairs



- Luxury items are <u>not</u> eligible:
  - ✓ Barbeque pits, outdoor fireplaces
  - ✓ Exterior hot tubs/saunas
  - ✓ Swimming pool installation
  - ✓ Television antennas and satellite dishes
  - ✓ Tennis courts
  - ✓ Alterations to provide for commercial use
  - ✓ Any improvement that does not become a permanent part of the real property
  - ✓ Improvements for business or commercial purpose
  - ✓ Generator

# Standard - What is Included in the Financeable Rehabilitation Costs



- Total cost of rehabilitation (labor and materials)
- HUD Consultant Fee
- Contingency Reserve
  - ✓ Established by Homebridge
- Inspection Fees
- Permit Fees
- Architectural/Engineering Fees (as applicable)
- Final Title Update Fee
- Discount Points

#### **Standard Contingency Reserve**



- A Contingency Reserve is held from the loan proceeds to cover health, safety <u>and</u> unplanned costs that arise during construction
  - ✓ Ranges from 10 20% of the rehab cost as established by Homebridge
    - ➤ 15% required if utilities not on <u>or</u> are not in good working order
  - ✓ Deposited to an escrow account

#### **Contingency Reserve Options**



- The contingency reserve may be <u>financed</u> or <u>funded by the</u> <u>borrower</u> from their own funds
  - ✓ <u>Financed Contingency Reserve</u>: Any funds remaining at the end of the renovation process must be applied as a principal reduction
  - ✓ <u>Borrower Funded Contingency Reserve</u>: Any funds remaining at the end of the renovation process are returned to the borrower

#### Standard Disbursement Process



- Homebridge will manage the renovation process
  - ✓ <u>Prior to Closing</u>: A call is placed to the borrower to confirm details of the transaction
  - ✓ <u>Post Closing</u>: Status check in calls and emails occur with the borrower
- Within 2-3 business days of receipt of complete signed doc package by Homebridge Post –Closing, soft costs are released (must have invoices)
- As repairs/renovation work is completed and draws are requested:
  - √ 10% holdback is withheld from each draw
  - ✓ Draws released when acceptable Consultant inspection(s) received

#### Standard Disbursement Process (cont.)



- Up to 50% of material costs can be disbursed directly to manufacturer for custom ordered materials (e.g. cabinets, flooring, windows, etc.) with consultant approval
- An initial draw of 100% for documented material costs may be allowed when:
  - ✓ Materials <u>prepaid in cash</u> by the borrower (not eligible if paid with credit card), or
  - ✓ Contractor <u>placed and paid for an order</u> with a supplier and/or manufacturer for delivery at later date. Valid contract for order required and borrower must authorize release of funds to contractor

#### Standard Disbursement Process (cont.)



- An initial draw of 50% for documented material costs may be allowed when:
  - ✓ Materials ordered but <u>not paid for</u> by the borrower, or
  - ✓ Materials ordered by the contractor, but not paid for, with a supplier for delivery at a later date with:
    - Valid contract for the order with contractor name and subject property address, and
    - Signed statement from the borrower authorizing disbursement to contractor required
    - ➤ If not authorized the check will be made payable to the borrower and contractor

#### Standard Disbursement Process (cont.)



- Once final repairs/renovation work is complete:
  - ✓ Homebridge to be notified by the HUD Consultant
    - Final Title Update performed to evidence no liens
    - Final draw is released to borrower and contractor
      - All checks are two party (except self-help)
      - Checks are sent via 2<sup>nd</sup> day UPS
    - Holdback funds are released after issuance of the Final Release Notice
- Unused funds remaining in the escrow account will be applied to the remaining loan balance

#### Standard Reminders/Scenarios



- Used to CONSTRUCT, REPLACE, or for ADDITION
  - ✓ Standard additions are large scale add-ons and typically add to GLA and must be <u>attached</u> to the existing structure
- SCENARIO:
  - ✓ Structure as Limited:
    - Existing deck repair
- Structure as Standard:
  - ✓ Replacement of deck
  - ✓ Addition of deck

#### Standard Reminders/Scenarios (cont.)



 Contingency Reserve <u>allows</u> for unplanned costs to be added that were not part of the initial Write-Up

#### SCENARIO:

✓ Borrower decides to replace appliances not included in initial Work-Write Up. This is acceptable with a Standard as the Contingency Reserve allows for addition of unplanned costs

#### SCENARIO:

✓ Borrower decides to tear down a non-bearing wall to open up a room not included in initial Work-Write Up. This is acceptable with a Standard as the Contingency Reserve allows for the addition of unplanned costs



# Limited 203(k)

### Limited 203(k) Features



- Designed for uncomplicated improvements/repairs
  - ✓ No minimum rehabilitation amount
  - Maximum \$35,000 in total rehabilitation costs (borrower funded contingency reserve not included)
  - Does not require an FHA HUD Consultant
  - ✓ Work to start within 30 days of closing
  - ✓ Renovations cannot prevent the borrower from occupying the property for > 15 days during reno period
  - ✓ Work to be completed within 6 months
  - ✓ Up to 2 draws per contractor permitted
  - ✓ Up to 3 Licensed Contractors allowed

#### Limited Eligible Repairs



- Eligible repair examples:
  - ✓ Repair/replacement/upgrade of mechanical items such as:
    - Roof, gutters/down spouts
    - > HVAC systems/Plumbing/Electrical systems
    - > Flooring
  - ✓ Minor remodeling (e.g. kitchen/bath no structural changes)
  - ✓ Painting (exterior and interior) or lead paint stabilization
  - ✓ Weatherization (e.g. storm windows and doors)
  - ✓ Purchase and installation of appliances
  - ✓ Mold remediation
  - ✓ Well/septic repair/replace
  - ✓ Swimming pool repair/removal (no dollar limit)

NOTE: Any abatement/remediation work must be completed within 15-30 days

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#### Limited Ineligible Repairs



- Luxury items are <u>not</u> eligible:
  - ✓ Barbeque pits, outdoor fireplaces
  - ✓ Exterior hot tubs
  - ✓ Photo murals
  - ✓ Swimming pool installation
  - ✓ Television antennas and satellite dishes
  - ✓ Tennis courts
  - ✓ Alterations to provide for commercial use
  - ✓ Any improvement that does not become a permanent part of the real property
  - ✓ Generator
  - ✓ Landscaping

#### Limited Ineligible Repairs (cont.)



- Major rehabilitation work <u>not</u> eligible:
  - ✓ New construction
  - ✓ Relocation of load bearing walls
  - ✓ Room additions
  - ✓ Repairs of structural damage
  - ✓ Repairs identified in appraisal as requiring a:
    - Consultant Work Write-Up
    - Plans or architectural exhibits
  - ✓ Installation of new well/septic not eligible (repair/replace existing ok)

# Limited What is Included in Rehabilitation Costs



- Total cost of rehabilitation (labor and material)
- Contingency Reserve (borrower funded <u>not</u> included in the maximum rehab amount)
- Inspection Fees
- Permit Fees (if applicable)
- Final Title Update Fee
- Discount Points

<sup>\*</sup>Total cannot exceed \$35,000

#### **Limited Contingency Reserve**



- A Contingency Reserve is held from the loan proceeds to cover health and safety costs that arise during construction (i.e. mold/termite) and funds are deposited to an escrow account
- Unpermitted costs as a result of construction that are not health or safety related <u>cannot</u> be added (unlike Standard)
- Determined by the level of documentation provided:
  - ✓ Contractor Bid only:
    - Utilities on: 10% contingency reserve
    - Utilities off: 15% contingency reserve
  - ✓ Contractor Bid and Consultant Feasibility Study
    - Utilities on: 5% contingency reserve
    - Utilities off: 10% contingency reserve

### **Contingency Reserve Options**



- The contingency reserve may be <u>financed</u> or <u>funded by the</u> <u>borrower</u> from their own funds
  - ✓ <u>Financed Contingency Reserve</u>: Any funds remaining at the end of the renovation process may be used for the correction/completion of fire/health/safety issues as well as the completion of work <u>that was part of the original work write-up</u> OR applied as a principal reduction
  - ✓ Borrower Funded Contingency Reserve: Any funds remaining at the end of the renovation process are returned to the borrower
    - Borrower funded Contingency Reserve is <u>not</u> included in the total cost of rehabilitation

#### Limited Disbursement Process



- Homebridge will manage the renovation process
  - ✓ <u>Prior to Closing</u>: A call is placed to the borrower to confirm details of the transaction
  - ✓ <u>Post Closing</u>: Status check in calls and emails occur with the borrower

#### Limited Disbursement Process



- Funds are held until the work and final inspection completed, and a Final Title Update is complete. Exceptions may be granted as follows:
  - ✓ An initial draw of 50% of labor/materials from Contractor Bid(s) may be disbursed if the contractor is not willing/able to defer receipt of payment (hardship letter required), or
  - √ 100% of the documented material cost is prepaid by the borrower in cash or where a documented order is placed with a supplier/manufacturer for delivery at a later date
  - ✓ Borrower authorization required
- Checks made payable jointly to Homeowner and Contractor
  - ✓ Checks are two party and sent via 2<sup>nd</sup> day UPS
  - ✓ Self-help checks made payable to borrower (materials only)
- Funds remaining in escrow account will be applied to remaining loan balance

### Limited Reminders/Scenarios



- Used to REPAIR, MODIFY, or UPGRADE
- Borrower cannot pay for or supply materials
- SCENARIO:
  - ✓ Structure as Limited:
    - > Existing deck repair
  - ✓ Structure as Standard:
    - Replacement of existing deck
    - Addition of deck

#### Limited Reminders/Scenarios (cont.)



- Limited Contingency Reserve does <u>not</u> allow for unplanned additions, unless they are to address health/safety issues
- SCENARIO:
  - ✓ Cabinets being upgraded through project and mold is discovered in demolition
    - ➤ Mold correction is OK as it will address a health/safety issue (remediation/abatement must be completed within 15-30 days)
  - ✓ In same project borrower wants to replace dishwasher (not part of original Contractor Bid)
    - Addition of dishwasher not permitted as was not part of original Contractor Bid and is not a health/safety issue

# **Limited Tips**



- Total rehabilitation cost (labor/materials) should not exceed the following amounts to allow for Contingency Reserve:
  - √ 10% contingency: Approx. \$31,000 total rehab cost
  - √ 15% contingency: Approx. \$29,650 total rehab
    cost

# Limited Tips (cont.)



- Fees cannot be waived or altered to adjust below the maximum repairs of \$35,000
- Borrower cannot pay for any portion of the project outside of closing
  - ✓ Ex: Cannot pay for materials not covered in bid
  - ✓ Ex: Borrower cannot do demo work



# **Identity/Conflict of Interest**

# Identity of Interest



- There can be no identity-of-interest issues between <u>any</u> parties participating in the 203(k) transaction
- Borrower must certify there is not a conflict of interest with any party to the transaction by executing an Identity of Interest Certification. The certification verifies no conflict of interest with any of the following:
  - ✓ Seller (sales between family members, as defined by HUD, eligible)
  - ✓ Appraiser
  - ✓ Realtor
  - ✓ Lender/broker
  - ✓ Contractor or consultant
  - ✓ Inspector
  - ✓ Closing agent/title company

# Identity of Interest Disclosures



- Identity of Interest Disclosures are required as follows:
  - <u>
    √ 203(k) Standard:</u>
    - Borrower Identity of Interest/Conflict of Interest Certification,
    - Contractor Identity of Interest/Conflict of Interest Certification, and
    - Consultant Identity of Interest Certification
  - √ 203(k) Limited:
    - Borrower Identity of Interest/Conflict of Interest Certification
    - Contractor Identity of Interest/Conflict of Interest Certification

# **Closing Agents**



- Broker owned-escrow or title are <u>not</u> permitted on Standard or Limited 203(k) transactions
  - ✓ There are no exceptions to this policy as it is a conflict of interest
- Identity of Interest closing agents are prohibited
  - ✓ Identity of interest exists if lender can control or influence decisions/policies of closing agent or vice versa

#### **Additional Reminders**



- Borrower cannot have a familial or business relationship/affiliation with the contractor(s)
  - ✓ There are no exceptions to this policy
- There can be no conflict of interest with a Broker or inspector being affiliated with any parties to the transaction
  - ✓ There are no exceptions to this policy.



# **Feasibility Study**

# Feasibility Study



- A Feasibility Site Report (AKA Feasibility Study) helps Borrowers make a decision regarding the cost involved to renovate a property to meet HUD minimum property standards
  - ✓ Completed by a HUD Consultant at discretion of Borrower on a Standard or Limited 203(k); it is not required except as noted below for 203(k) Limited transactions:
    - Feasibility Study required on transactions using "self-help"
    - Project Costs \$15,000 to \$35,000:
      - Feasibility Study OR Statement of Repairs (SOR)
  - ✓ Typical fee \$250-350
  - ✓ Reviews property for compliance for HUD Minimum Property Standards
  - ✓ Used to determine if Standard or Limited should be utilized
  - ✓ If progresses to Standard, cost of study typically credited towards Consultant Fee
  - ✓ Often used for purchase transactions and/or determine scope of repairs

# Sample Feasibility Study



John Smith HUD Consultant HUD ID #: A1234

#### Optional Document:

- Used at the discretion of the borrower
- May be used to determine the scope of repairs/construction which determines program: Standard or Limited 203(k)

NOTE: Mandatory on Limited when borrower doing "self-help"

### Feasibility Site Report (AKA Feasibility Study)

#### SUBJECT PROPERTY

Parcel #: 012-987-01 1234 Oak Street, Anytown, CA 90000

#### BORROWER

Mr. & Mrs. Customer



#### **Property Information**

Subject Property Address

Parcel #: 012-987-01 1234 Oak Street Anytown, CA 90000

Lender

**Lender Contact** 

Prepared by

Michael Smith HUD Consultant HUD ID #: A9999

Prepared for Borrower(s):

Mr. & Mrs. Customer
Best Phone Contact

Additional Testing Services, Certifications or Cost Items that may be necessary

Recommendations

ITEMS CHECK ARE RECOMMENDED

ITEMS CHE	CK ARE R	ECOMMENDED	
Underground oil tank Certification	N/A	Radon Test	N/A
LBP Certification	N/A	Termite Inspection	X
Well Water Certification	N/A	Structural Engineers report	N/A
Septic Certification	N/A	Soils report	N/A
Site survey	N/A	Chimney Certification	X
Architectural Plans	N/A	Asbestos certification	N/A

**Note:** The Home Inspection is performed to identify those items that require repairs for a property to comply with HUD's Minimum Property Standards as defined in HUD Handbook 4905.1. The Borrower may wish to consider the above recommended inspections to further protect their interests beyond scope of the inspection.

All repairs must be performed in conformance with local zoning ordinances and codes.

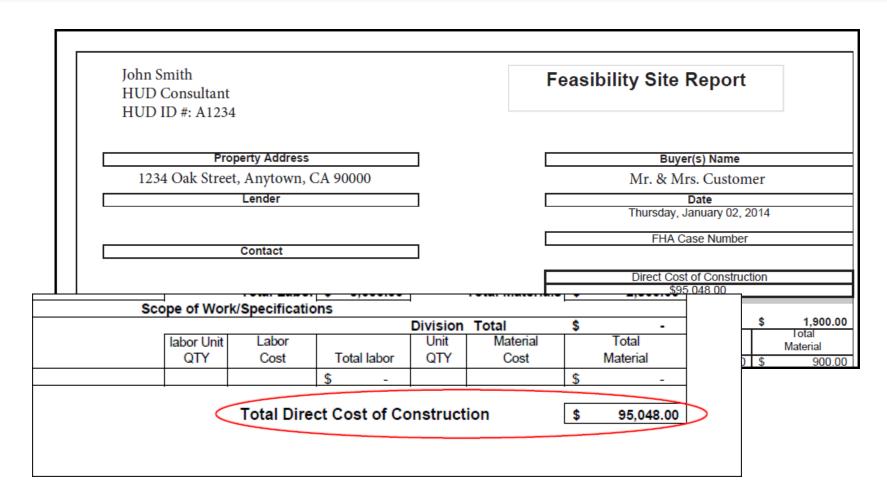
All work within this Report to be Performed by a Licensed Contractor

The Subject Property will not be Habitable During Construction

Reviews property for compliance with HUD MPS (Minimum Property Standards)

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FHA Case No. RECAP TOTALS Borrower's Name & Property Address Lender's Name & Address Mr & Mrs. Customer 1234 Oak Street, Anytown, CA 90000 FHA Case Number <u>Appliances</u> ate January 2, 2014 Basements 2,300.00 5,800.00 <u>Cleanup</u> 95.048.00 Construction Cost Sub Total Miscellaneous Contingency Reserve 15% 14.257.20 Subtotal 109.305.20 Direct Cost of Repairs 95,048.00

Permits - estimated cost

otal cost of Construction

Based on the scope of the required repairs/construction, the appropriate program type is selected: Standard 203(k) or Limited 203(k)

1.400.00

110.705.20



HUD 203(k) Consultant		INVOICE
TO: Borrower		
	DATE:	01/02/14
	Subject A	Address:
ost is often credited towards the HUD onsultant Fee in the event that the		
 ansaction progresses to a Standard 203(k)		
 anoaction progresses to a clamaara zee(n)		AMOUNT
Full 203(k)		
Streamline K		
Feasibility Report with Site Visit		\$ 425.00
Feasibility Report - Desk Review		



# **Contractor Information**

#### **Contractor Requirements**



#### Requirements for Contractors:

- ✓ Completed Contractor Questionnaire Full Form (Standard)
- ✓ Completed Contractor Questionnaire Limited Form (Limited)
- ✓ Applicable licenses and proof of insurance as required by the local, state, county and city jurisdiction including Workman's comp as applicable
- ✓ Completed Federal W-9
- ✓ Signed bid(s)
- ✓ Homeowner Contractor Agreement
- ✓ Renovation Disbursement Acknowledgment (Standard or Limited, as applicable)
- ✓ Additional items may be required at the discretion of Homebridge.
- ✓ Contractors can have no relation to any party to the transaction.

### Contractor Acceptance Requirements



- Additional Contractor Requirements Determined by Repair Amount for Contractors Seek Acceptance:
  - ✓ Project Costs \$15,000 to \$35,000: Contractor must provide evidence they have been licensed and insured for the previous 12 months
  - ✓ Project Costs \$35,001 to \$75,000: Contractor must provide evidence they have been licensed and insured for the previous 24 months (measured from application date) AND provide evidence of a 2-year history of completing similar projects
  - ✓ Project costs \$75,001 to \$200,000: Contractor must provide evidence they have been licensed for the previous 36 months (measured from application date) **AND** provide evidence of a 3-year history of completing similar projects, **AND** have a minimum of 25% of the direct project cost in an available line of credit and/or cash
- Items are sent to Homebridge via Blue Sage

### **Contractor Insurance Requirements**

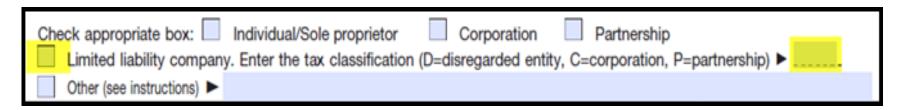


- Insurance specific requirements are determined by Homebridge based upon state and local laws
  - ✓ If insurance includes Workman Compensation in General Liability a separate policy is typically not required
  - ✓ Builder Risk required only if Master insurance does not cover construction
    - Often seen in 203(k) Standard transactions
    - Builder Risk can be paid by the homeowner or contractor

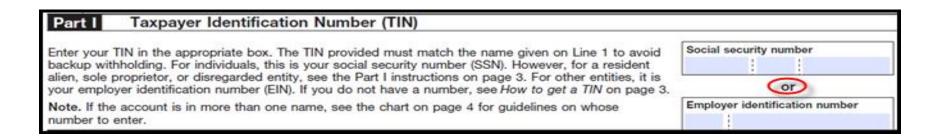
# **Contractor W-9 Completion Tips**



 If "Limited Liability Company" selected, W-9 must indicate classification of company



- Taxpayer Identification Number must be completed correctly
  - ✓ Must enter SS # <u>or</u> EIN # (Employee Identification Number) number (not both)



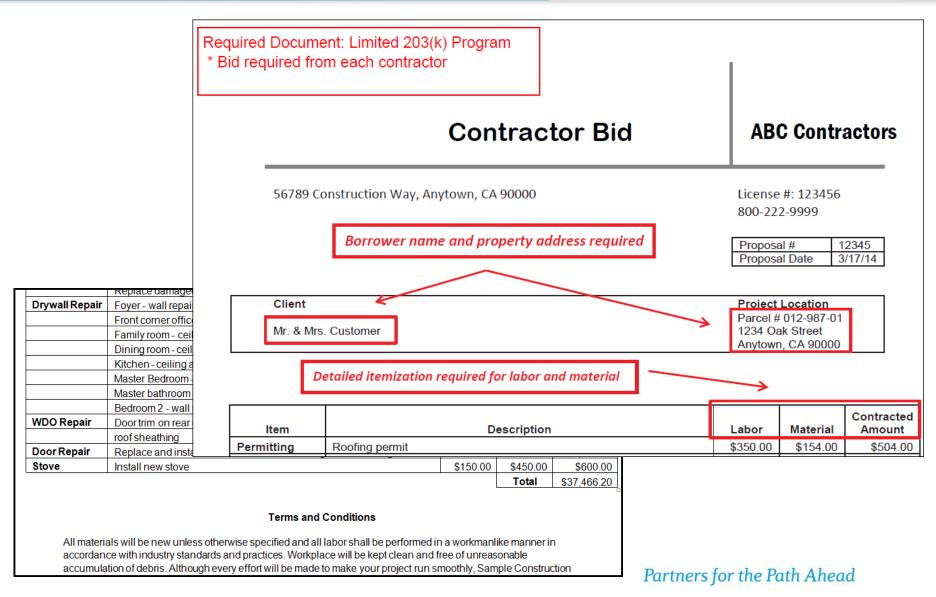
### **Contractor Bid Tips**



- Contractor bids required on Limited 203(k) only
- All Contractor Bids must
  - ✓ Include the Borrower(s) name and property address
  - ✓ Include Borrower(s) and Contractor signatures
  - ✓ Clearly state the nature of the repair/renovation
  - ✓ State cost for completion of each work item performed
  - ✓ Be "Final" bid; expiration dates on cost estimates not permitted.
  - ✓ Detail itemization required for:
    - Material costs of each item
    - Labor costs of each item
    - Make/model and description of material item used
- Borrower cannot supply or pay for materials
- If permits required must be noted on bid (refinance transactions require permits prior to loan closing)
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# Sample Contractor Bid





# Sample Contractor Bid (cont.)



	Item		Description	Labor	Materi	Contra al Amo				
Per	mitting	Roofin	g permit	\$350.00	\$154.	00 \$5	04.00			
		All othe	er permitting is included in subcontractor pricing				0.00			
Plur				\$1,200.00	\$625.	00 \$1,82	25.00			
Wel	l Drilling	Well pi	ping	\$6,500.00	\$3,200.	.00 \$9,70	00.00			
	Clay county permit				\$85.	00 \$8	35.00			
	Shallow well pump 1hp		\$250.00	\$1,239.	<del></del>					
		Deepv	vell pump 1hp	\$250.00	\$1,603.	.10 \$1,8	53.10			
HVA	AC .	3.5 ton	Tempstar heat pump and 3 ton Trane heat pump	\$3,275.00	\$5,600.	.00 \$8,87	75.00			
Elec	ctrical		all repairs, install lighting, and hookup fixtures	\$2,500.00	\$1,250.	_	\$3,750.00			
Poo			\$1,000.00	\$500.		00.00				
	Fa Bedroom 2 - wall repair  Bedroom 2 - wall repair			CCEO 00	6150	\$125.00	\$10	0.00	\$225.00	
Fa						\$125.00				
							500.00 \$550.0		_	
Dr				t poor and	pool and \$		300.00 \$330.		<del>  ' '    </del>	
					\$0.00					
	Door Repair Replace and install new hardware for all damaged and missing		issing doors	3	\$850.00	\$45				
	Stove		Install new stove			\$150.00	\$45	0.00	\$600.00	
						(	Tot	al	<b>&gt;</b> \$37,466.20	)
	Terms and Conditions labor and i				Represents total labor and materia costs					
	All materials will be new unless otherwise specified and all labor shall be performed in a workmanlike manner in accordance with industry standards and practices. Workplace will be kept clean and free of unreasonable									

### Sample Contractor Bid (cont.)



	керіасе дапіадед і аѕсіа	\$330.00	\$30.00	\$400.00
Drywall Repair	Foyer - wall repair	\$125.00	\$100.00	\$225.00
	Front corner office #2 - ceiling repair	\$125.00	\$100.00	\$225.00
	Family room - ceiling repair	\$125.00	\$100.00	\$225.00
	Dining room - ceiling and wall repair	\$250.00	\$200.00	\$450.00
	Kitchen - ceiling and wall repair	\$250.00	\$200.00	\$450.00
	Master Bedroom - wall repair	\$125.00	\$100.00	\$225.00
	Master bathroom - wall repair	\$125.00	\$100.00	\$225.00
	Bedroom 2 - wall repair	\$125.00	\$100.00	\$225.00
WDO Repair	Door trim on rear of home, fascia on right of home, trim at pool and	\$1,500.00	\$550.00	\$2,050.00
	roof sheathing			\$0.00
Door Repair	Replace and install new hardware for all damaged and missing doors	\$850.00	\$450.00	\$1,300.00
Stove	Install new stove	\$150.00	\$450.00	\$600.00
·			T - ( - 1	407 100 00

Borrower and Contractor signatures required
---

#### Acceptance

My signature below is my acknowledgement that I/we have read this proposal, understand the terms and conditions of this proposal and agree to be bound thereby. I understand my acceptance of this proposal forms a binding contract between myself and Sample Contractor Company. Accepted and Agreed:

Borrower Signature:	 Contractor Signature:	

Date:

NOTE: EXPIRATION DATES ON COST ESTIMATES NOT PERMITTED

# Sample Homeowner/Contractor Agreement



HOMEOWNER/CONT	RACTOR AGREEMENT
Owocr's Namo(s): Ma Armstead	Contractor's Name: 5 ING/EHARY & CHEATHERS
Address: 4300 Stexture Average Address: 4300 Stexture Average Address: 410-554-2626  Telephone Number: Work: 410-554-2626  Cost of repairs on the estimate should match this disclosure e this date, 8/21/13	Contractor Tax ID No.:  Address: 2542 Quarry Lake D 132  Baltimore MO. 21209  Telephone Number: Work: 443 602 2426  License No.: 102947  , between the above mentioned Homeowner (Owner) and
that has been approve for FHA mortgage incurance under Scoti Contractor the sum of 1750050 for completion increases or decreases in the contract price as may be approved it closing with the Lender and will be completed by 41/2 The General Provisions listed below are made a part of this Agric	on 203(k) of the National Housing Act. The Owner(s) shall pay the of the work, including all sales tax due by law, together with such a writing by the Lender. The work will begin within 30 days of loan (2013), unless delayed beyond the Contractor's control, coment. The contract documents consist of the architectural exhibits and the Lender, or as described below (of on an attached sheet):

# Self Help



- "Self Help" (aka DIY) or work completed by the Borrower, is eligible subject to Homebridge approval
  - ✓ Eligible on 203(k) Limited and Standard
  - ✓ Limited <u>only</u>: A Feasibility Study is required for "selfhelp" projects
  - ✓ Borrower must be a licensed general contractor <u>or</u> have documented experience completing reno projects
  - ✓ Labor costs are included in the renovation costs; borrower will <u>not</u> be reimbursed for labor

# Self Help (cont.)



- ✓ A signed Rehabilitation (Self-Help) Loan Agreement is required
- ✓ **Standard**: Work Write-Up must include work to be completed under self-help
- ✓ **Limited**: Borrower must provide a work plan and cost estimate that details the proposed repairs/improvements costs associated for labor and materials (cost estimate must be from licensed contractor)



# **Appraisal/Property Inspection Specifics**

#### **Appraisal Ordering Requirements**



- Homebridge will accept appraisals on 203(k) loans from any approved Homebridge AMC
- Ordering Tips:
  - ✓ 203(k) Standard: Order with copy of Work Write-Up
  - ✓ 203(k) Limited: Order with copy of all Contractor Bids

### 203(k) Appraisal Requirements



- Appraisals must include the following four items unique to a 203(k) appraisal:
  - ✓ Remarks regarding the scope of work being completed
    - Located in Improvements Section of report
  - ✓ Be completed "subject to" with "After-Improved" value noted in Reconciliation Section of report
  - ✓ Include copies of the Work Write-Up in report
    - Standard: Work Write-Up required
    - Limited: Bid(s) required
  - ✓ Required values differ; see following slides for details

#### Required Appraisal Value



#### There is only one value required by HUD:

- An "After-Improved" value aka "As-Completed" value is always required
  - ✓ This value is indicated in the Reconciliation section of the appraisal report
  - ✓ The "After-Improved" value is the *only value* required by HUD on 203(k) loans
- The Purchase Price is used as the "As-Is" value
  - ✓ HUD does not require an "As-Is" value; HUD assumes the purchase price is the "As-Is" value

NOTE: If an "As-is" value is provided the <u>lower</u> of the sales price or "as-is" value must be used

# Appraisal Examples



#### Improvements Section: Remarks on Proposed Work Required

0	Finished	Heated	Individual	⊠ Othe	r None	Pool No	one	Other No	one	Att.	Det.	Built-in
Í	Appliances	Refrigerator Range/Over	n 🗌 Dishwash	er 🗌 Disposa	al 🗌 Mic	rowave 🔲 W	/asher/Dryer	r 🔲 Other (d	escribe)			
		ove grade contains:	8 Rooms		Bedrooms	1.0	Bath(s)	1,844			Living Area Ab	
3	Additional featur	res (special energy efficient ite	ems, etc.). 20	3k work prop	osal to p	aint interior a	nd exterio	or, enclosed	wrap fron	t porch w	ith heat, atti	c is floored
	and walls/ceiling finished (no heat), and 4 car detached garage with electric.											
1	Describe the co	ndition of the property (includ	ing needed repair	s, deterioration,	renovations	s, remodeling, e	tc.).	C3;No upda	ates in the	prior 15	years;No ph	nysical,

#### Reconciliation Section: "Subject To"

_	
Z	Income Approach was not utilized due to the lack of verifiable rental/sales date
О-	income Approach was not utilized due to the lack of verifiable rental/sales date.
$\equiv$	
<b>7</b> .	
$\Rightarrow$	Income Approach was not utilized due to the lack of verifiable rental/sales date.  This appraisal is made  as is', subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been
	This appraisant and a last state of the state of the state of the basis of a hypothetical condition that the improvements have been
ပ္	completed, subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or subject following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair. No liability is assumed for mechanical and struct, elements of the subject property and no warranty is given or implied. Subject to completion of 203k work proposal.
á.	following reminer inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair. No liability is assumed for
ŏ.	following required inspection based on the extraordinary assumption that the continuous of deficiency does not require attention or retain.
ш	mechanical and struct, elements of the subject property and no warranty is given or implied. Subject to completion of 203k work proposal
œ	mechanical and struct, elements of the subject property and no warranty is given or implied. Subject to completion of 200k work proposal.
	Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and i cordinons, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is
	conditions, and appraisant a certification, my (our) eninion of the market value, as defined of the real property that is the subject of this report is
	\$ 138,000 , as of 08/23/2013 , which is the date of inspection and the effective date of this appraisal.
	Too, ood   , as of control of the appraisant

\*\*The value in the Reconciliation section is the "After-Improved" value

### Property Inspections/ Certifications



- Where required by the appraiser, the following inspections, reports and clearances may be needed
  - ✓ Termite
  - ✓ Well or septic cert
  - ✓ HVAC or other system certifications
  - ✓ Architectural exhibits as required
- Standard: All inspections Consultant and/or Appraiser require <u>must</u> be completed



# **Utilities Requirements**

# **Utility Overview**



- Utility requirements vary on a case-by-case basis for 203(k) Standard and Limited
- Homebridge Underwriter will set requirements

# **Utility Requirements**



- Utilities must be inspected to ensure they are in good working order
- If utilities are not on <u>or</u> are not in good working order, a 15% Contingency Reserve will be required for Standard and Limited
  - ✓ This includes winterized properties
  - ✓ This includes vacant eligible REOs with winterized utilities

# **Utilities On At Time Of Inspection**



- Utilities on at time of inspection and in good working order
  - ✓ Appraiser or other licensed professional\* must confirm in writing the following:
    - Utilities visually inspected
    - Utilities appear to be in good working order
- \*Acceptable licensed professionals: Consultant, Inspector, Contractor, Plumber or Electrician

#### Utilities Not On At Time of Inspection



- Utilities not on at time of inspection <u>and</u> Work-Write Up does <u>not</u> require repairs, the following alternative documentation to validate condition of utilities may be provided:
  - ✓ Winterized Property: winterization certification
  - Certification from acceptable licensed professional confirming utilities in good working order
  - ✓ Bank or acceptable agency owned property: home inspection from listing report
- \* Acceptable licensed professionals: Consultant, Inspector, Contractor, Plumber or Electrician

#### **Utilities Not In Good Working Order**



- If utility inspection reveals utilities are not in good working order, Work Write-Up or Contractor Bid (as applicable) must specify required repairs
  - ✓ Standard: Work Write-Up
  - ✓ Limited: Contractor Bid

#### **Utility Guidance REO Property**



- Acceptable REO property (agency or bank owned) typically has winterized utilities since the property is vacant
  - ✓ Proof of winterization required via:
    - Winterization certification OR
    - Home inspection from listing report

Reminder: HUD REO ineligible

Winterized properties always require a 15% Contingency Reserve



# **Loan Amount Calculations**

#### Maximum Mortgage Amount



- Maximum mortgage amounts vary by loan purpose
  - ✓ Purchase: 96.50% LTV
- The maximum mortgage (total loan amount) cannot exceed FHA county limits
- Important reminder: Condos cannot exceed 100% of After-Improved Value. Condos still use the same max mortgage calculations for purchase transactions
- Refer to the guidelines for guidance on calculating the LTV

### Maximum Mortgage Calculator



 HUD provides a maximum mortgage calculator to determine the maximum loan amount at

**HUD.Gov 203(k) Calculator** 



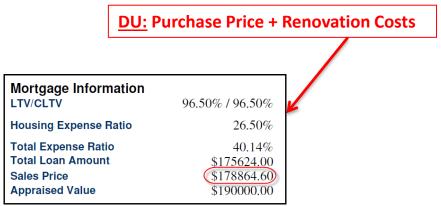
### **DU Variances**

#### 203(k) DU Variances



- DU has a variance in how the Purchase Price is represented:
  - ✓ Sales Price on page 1 of DU will reflect a total figure of Purchase Price +
    Total Rehabilitation Cost as Purchase Price
  - ✓ Sales Price on LT will reflect the true Purchase Price
  - ✓ In this example:
    - ➤ The Purchase Price is \$169,900
    - ➤ Total Renovation Costs are \$8,964
    - Purchase Price + Renovation Costs is \$178,864







# Fee/LE Specifics and Submission Requirements

# 203(k) LE Fee Placement



	203(k) Loan Estimate Fee Placement							
Fee	Fee Standard		Where To Confirm Fee	LE Section				
	<b>Draw Inspections</b>	Final Inspection	Standard: Work Write-Up	Standard: B or C				
Inspection Fee(s)	Completed by HUD Consultant	Completed by Appraiser	Limited: Estimate \$125-175	Limited: B				
Final Title Update Fee	Final Title Update	Final Title Update	Standard & Limited: \$95 - all states	Standard and Limited: B				
Permits	If Applicable	If Applicable	Standard: Work Write-Up Limited: Typically part of Contractor Bid	Standard and Limited: B				
Architectural/Engineering Fees	If Applicable	N/A	Standard: Work Write-Up	Standard: B or C <sup>1</sup> Limited: N/A				
Consultant Fee	Consultant Fee Fee Varies Based on Cost of Repairs		Standard: Work Write-Up	Standard: B or C <sup>1</sup> Limited: N/A				

#### ■ 3<sup>rd</sup> party fees are not included in QM 3% Points and Fees Test

<sup>&</sup>lt;sup>1</sup> If fee <u>not listed</u> on the Service Provider List (SPL) include fee in Section B; if fee is listed on the SPL include fee in Section C

#### Submission Requirements



- 203 (k) Standard and Limited option require specific disclosures and other documents at time of submission
  - ✓ See 203(k) Standard and Limited Quick Reference Guides for specific details on:
    - Disclosure/form requirements: Which require Homebridge website version versus HUD version
    - Submission requirements specific to 203(k)
    - Appraisal tips: Ordering and report requirements

#### 203(k) Submissions-Required Documents



- 203(k) loans always require the following at submission (no exceptions):
  - ✓ **Standard**: 203(k) specific disclosures/forms and Work Write-Up
  - ✓ **Limited**: 203(k) specific disclosures/forms and Contractor Bid(s)
- Suggested Documents (recommended not required):
  - ✓ Appraisals
  - ✓ Contractor License, Insurance, W9, Profile Report



# 203(k) Process

#### **Process Overview**



- Borrower Action Steps
  - ✓ Standard: Borrower selects HUD Consultant & Contractor(s)
    - ➤ HUD Consultant completes Work Write-Up/Cost Estimate
  - ✓ **Limited**: Borrower selects contractor(s)
  - ✓ Work Write-Up/Bids completed
- Broker Action Steps
  - ✓ Gathers Work Write-Up and Contractor Bid(s) as required
  - ✓ Gathers required Contractor documentation
  - ✓ Can order appraisal at this point if Broker paying for appraisal

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#### Process Overview (cont.)



- Broker Action Steps (cont.)
  - ✓ Requests FHA case number from Homebridge Portal
    - Choose 203(k)
    - Indicate if Standard or Limited
    - If Standard add HUD Consultant ID #
  - ✓ Collects necessary loan documentation
  - ✓ Submits loan to Homebridge using 203(k) Form
    - ➤ Must use loan type "203K" in Blitz
  - ✓ Once Homebridge initial lender disclosures are sent, Broker can order appraisal (if borrower paying for appraisal)

#### Process Overview (cont.)



- Underwriting Approvals
  - ✓ Approvals are subject to Homebridge review and acceptance of the following:
    - Work Write-Up (Standard)
    - Contractor(s) and Bids (Limited)
    - Confirmation of final Maximum Mortgage Amount
    - 2<sup>nd</sup> review of appraisal
    - Review/approval of any changes to scope of work/bids/etc.

#### Process Overview (cont.)



- When file is ready for Closing, the Account Manager will work with the Renovation Concierge Department to coordinate an informational call with the borrowers
  - ✓ Typically occurs before docs but can be after
- Homebridge will work with the borrower, HUD Consultant (if applicable), and Contractor(s) through final funds disbursement and project completion

#### **Closing Reminders**



- Escrows and MI are required
- Insurance Requirements
  - ✓ After-Improved value of property (from Reconciliation Section of appraisal) must be covered
- Taxes must be calculated off of current value regardless of property state location
- POAs will be accepted on an exception basis only
  - ✓ All applicants must sign initial disclosures and application

### Closing Reminders (cont.)



- Cash back to the borrower is <u>not</u> allowed:
  - ✓ Borrowers must provide receipts/invoices to be reimbursed for fees
  - ✓ Remaining funds after completion of all repairs will be applied to the loan balance



# 203(k) Resources

### 203(k) Resources



- Available 203(k) resources online:
  - ✓ HUD Approved Consultant Search: Find a HUD
     Consultant
  - ✓ Program Information & the HUD Consultant Fee Structure: 203(k) Information
  - ✓ HUD FAQs 203(k) Page: 203(k) FAQs
  - ✓ 203(k) Maximum Mortgage Calculator: <u>HUD.Gov</u> 203(k) Calculator

# 203(k) Homebridge Training Tools



- "Working With Us" section of website:
  - ✓ This presentation
  - ✓ Quick Reference Guides:
    - 203(k) Standard (disclosure, submission, appraisal and LE tips)
    - 203(k) Limited (disclosure, submission, appraisal and LE tips)
    - Contractor Requirements
  - ✓ 203(k) Standard/Limited Comparison Guide
  - ✓ Sample Contractor Bid, Work Write-Up and Feasibility Study