

## Construction Underwriting Submission Checklist for Site Built Homes WD Client

Borrower(s): \_\_\_\_\_

**Upload all docs to Webtrac**

E-mail to NCF [underwriting@ncfunding.net](mailto:underwriting@ncfunding.net) & cc: OTC DEPT. [onetimeclose@afrwholesale.com](mailto:onetimeclose@afrwholesale.com)

**\*Please Note: Failure to cc the OTC DEPT. may cause Underwriting delays**

**To be completed by the Broker:**

- \*NCF Construction Loan Registration Form**
- Retailer Must Be Approved by NCF: \*See NCF Builder/Retailer Approval Packet (only need once)
- Land Acquisition Information: Current Purchase Contract between Land Seller and Borrower(s) or if owned, Copy of Deed and Payoff Statement
- Site-Built Home Cost Breakdown (included with NCF Calculation Results) every line item to be fully completed
- Site-Built Home Construction Contract Worksheet (included with NCF Calculation Results)
- Purchase Agreement/Contract for Home & Improvements (Use separate contract for Land even if Retailer is also the Land Seller)
- Manufacturer's Invoice for Home w /Serial Numbers and Payoff Information (when available)
- MCO/MSO: Copy only. (when available) Original is to be sent to Settlement Agent upon payoff of unit(s)
- Set of Blueprints/Plans with both Builder's and Borrower's Signatures
- Specs/Description of Materials (HUD-92005 or VA 26-1852): must be signed/dated by both Builder and Borrower(s)
- Initial Elevation Cert, if in a Special Flood Hazard Area
- Structural Engineer's Certification of the Foundation Plans (MFG Homes Only): Per HUD, the certification must be site specific, stamped by any engineer licensed within the state, & certify that the design meets the HUD Permanent Foundations Guide for Manufactured Housing (9/96 Version)

- Site-Built Home Construction Draw Disclosure**
- Site Built Home Construction Requirements**
- \*Disbursement Authorization and Appointment of Agent:**  
If not executed, borrower's approval will be required for each interim draw
- \*Agreement Regarding Payment of Interest**
- \*FHA Construction/Permanent Loan Disclosure:** Must also be included in AFR's HUD Case Binder
- \*HUD-92541 Builder's Certification:**  
Items 2,3,4, 5 & 8 must be marked if a Manufactured Home & items 2 thru 7 if a Modular Home
- Permits:  Building  Well  Septic (when available)
- Subcontractor Bids:  Foundation  Well  Septic (if available)
- Copy of Check(s) for Borrower's Deposits to Retailer and/or Land Seller
- Initial Credit Report
- Two years of W-2s & one paystub dated within 30 days of Application
- Signed Form 4506-T
- Initial 1003 & HUD/VA Addendum (92900a) signed by Lender/Broker & Borrowers
- Initial Disclosures: Initial TIL, Important Notice to Homebuyer (92900b), Informed Consumer Choice Disclosure, & Notice of Assumability
- Copy of Driver's License for all Borrowers

**To be completed by the Account Manager:**

- 2 Years tax transcripts
- Case Numbers Assignment Confirmation – Program ID coded must reflect #36 for a Const/Perm Loan & Construction Type should reflect "Proposed"
- CAIVRS for all borrowers
- Flood Certificate
- Final Credit Report for all borrowers (if Initial Credit expired) American Financial Resources, Inc. Credit Underwriting Approval
- Rate lock Confirmation(may not be available at time of submission)
- Title Commitment, Insured Closing Letter to AFR (not NCF), Wire Instructions & Estimated HUD-1

- Property Tax Information (e.g., Tax Certificate)
- Homeowner's Insurance Binder w/Invoice: Coverage amount must be acceptable to the Lender (may not be available at time of submission)
- Appraisal: E-mail to [appraisal@ncfunding.net](mailto:appraisal@ncfunding.net)  
Value \$\_\_\_\_\_
- Initial Boundary Survey of Lot (if required by Title Company)
- \*Proposed Plot Plan** completed by retailer:  
Must show proposed placement of Home, Septic, & Well on property and distances between each

**To be completed by the Closer:**

- \*Doc Prep Worksheets**
- Final Form 1003 & HUD/VA Addendum to URLA (HUD-92900-A)
- Final AUS Findings – To be sent at Doc Prep

- Last Disclosed: a) TIL, b) Good Faith Estimate, & c) Breakdown of GFE (e.g. Initial Fees Worksheet or similar)
- Final Signed a)UW & Transmittal Summary (92900-LT), b) Conditional Commitment (92800.5B) & c) DE Approval (92900-A Pg.3)-to be sent by AFR at Doc Prep

\*Forms in **italics** are available on OTC website: <http://www.afrwholesale.com/programs/one-time-close.html>



# NATIONAL CAPITAL FUNDING, LTD.

## OTC CONST/ PERM LOAN REGISTRATION FORM

PLEASE MAKE SURE THAT ALL SECTIONS ARE COMPLETED.

### Loan & Originator Information:

Date Registered: \_\_\_\_\_

Lender: \_\_\_\_\_ Loan #: \_\_\_\_\_ Loan Amt: \_\_\_\_\_

#### Land:

- Owned/Gifted
- Purchasing

#### Loan Type:

- FHA
- VA
- RHS

#### Construction Type:

- Manufactured
- On-Frame Modular
- Off-Frame Modular
- Site-Built

Originator's Company Name: \_\_\_\_\_ Branch # \_\_\_\_\_

Originator: \_\_\_\_\_ Processor: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

### Borrower & Property Information:

Borrower: \_\_\_\_\_  
First Middle Last

Co-Borrower: \_\_\_\_\_  
First Middle Last

Property Address: \_\_\_\_\_

City: \_\_\_\_\_ County: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

### Builder/ Retailer Information:

Company Name: \_\_\_\_\_ Contact: \_\_\_\_\_

Address, City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

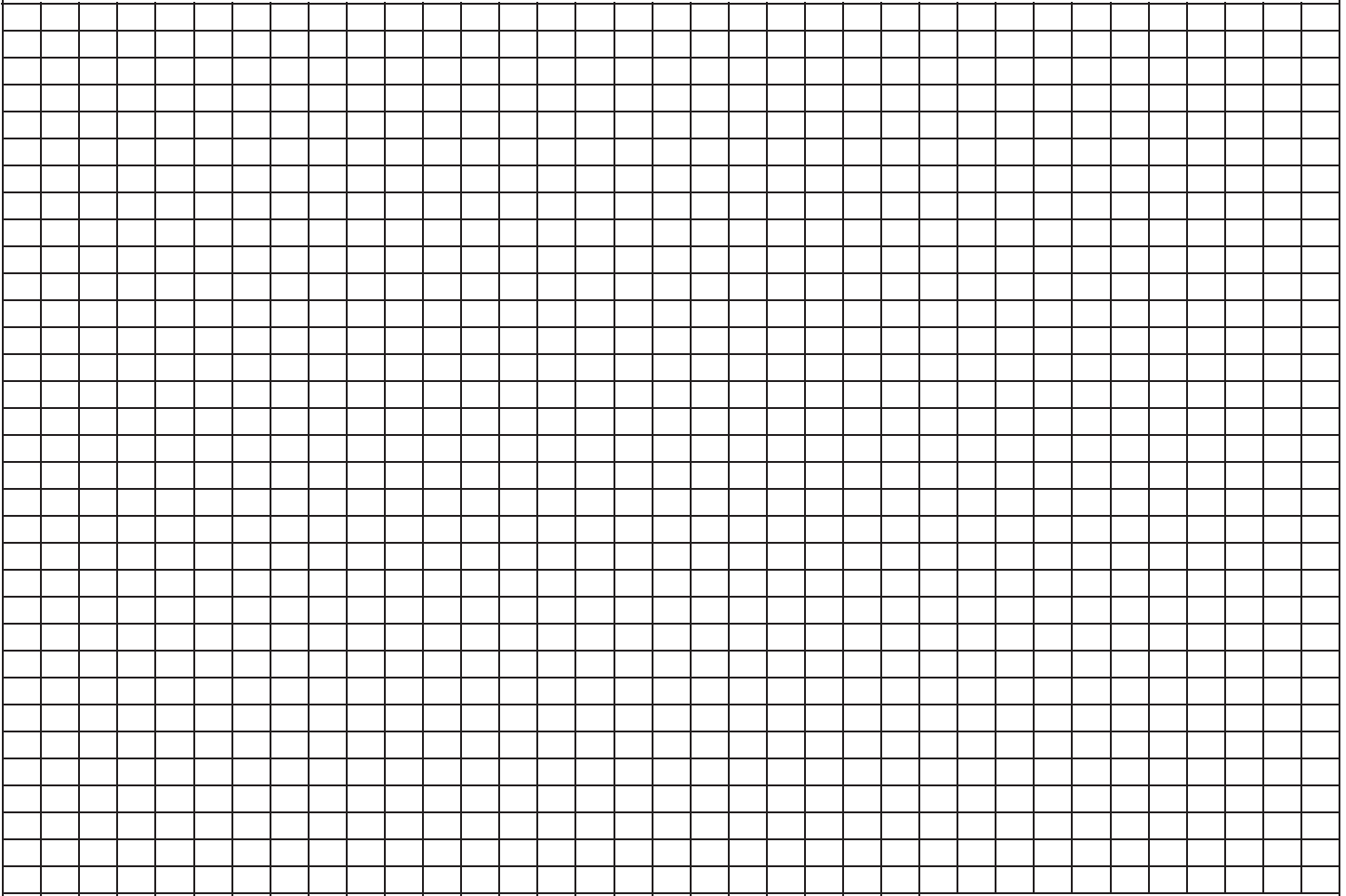
### Title Company Information:

Company Name: \_\_\_\_\_ Closer: \_\_\_\_\_

Address, City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

# PLOT PLAN



Note: Professional Drawing can be attached.

### ***LEGEND***

<b>BORROWER NAME:</b>		H	Location of Home
<b>CO-BORROWER NAME:</b>		W	Location of Water Well System
<b>PROPERTY ADDRESS OR LEGAL DESCRIPTION:</b>		S	Location of Septic System
		DF	Location of Septic Drain Field
		CW	Location of City Water System
		CS	Location of City Sewer System

**If FHA, HUD Minimum Well Distance Requirements (from HUD Handbook 4910.1, Appendix K):**

Well to Foundation/Chemically Treated Soil - 25 feet minimum	<b>List Proposed Distance:</b>
Well to Septic Tank - 50 feet minimum	<b>List Proposed Distance:</b>
Well to Drain Field - 100 feet minimum	<b>List Proposed Distance:</b>
Well to Property Line - 10 feet minimum	<b>List Proposed Distance:</b>

When both an individual water supply system (e.g., well) and septic system are being utilized, prior to the Final Disbursement the Retailer/Builder will be required to provide a professional drawing, plat, or survey by the local municipality or surveyor showing that HUD's minimum distance requirements have been met. As evidenced by signature below, the Builder/Retailer agrees and understands their responsibility concerning the HUD Minimum Well Distance Requirements and their responsibility to provide evidence that HUD's requirements have been met.

**BUILDER/ RETAILER SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

# Site-Built Home Construction Draw Disclosure

On Site-Built Homes the Builder is allowed up to five interim draws (including the final draw) after closing. Upon receipt of a request by the Builder for a construction draw, National Capital Funding, Ltd. (NCF) will immediately order an inspection of the construction project. NCF will choose an inspector from their list of approved agents. The Inspector will inspect the property, take photographs, and forward the report to NCF.

Upon receipt of the inspection report, NCF will match the report with the Site-Built Home Construction Cost Breakdown to determine the draw amount. All draws are based on a line item percentage of completion. See "NCF One-Time Close Guide for Site-Built Home Builders" available at [www.ncfunding.net/forms](http://www.ncfunding.net/forms) for an example. NCF will then advise the Interim Funding Source to wire the funds to the Settlement Agent. NCF will provide Disbursement Instructions to the Settlement Agent for further disbursement to the Builder.

## Closing

- With written request from the Builder prior to closing doc preparation along with backup documentation, NCF can fund/reimburse Building Permits, Impact Fees, and the like at closing. However, no other upfront draw will be given to the Builder at closing.

## Interim Draws

- It is at the Builder's discretion when or if they take any interim draws prior to the final draw.
- Line-Item Percentage of Completion Method will be used to determine draw amounts for site improvements.
- Interim draws can be used to pay for site improvements in place. A collateral inspection is required when a draw for site improvements is requested. NCF will order/pay for the collateral inspection.
- Deposit from Borrower with Builder: Any deposit amount exceeding \$1,000 will be applied to the first interim draw. For example, if the borrower deposits \$5,000 with the Retailer prior to closing, and at the first interim draw \$10,000 worth of work is in place, \$6,000 will be disbursed.
- If additional draws beyond the five maximum allowed are needed, the Builder will be charged \$150/draw at the time the draw is disbursed.
- Provided the work is in place to substantiate the draws, NCF will fund up to **90%** of the Builder's Contract Price prior to the final draw.

## Final Draw

The final draw will fund all remaining completed improvements and will be funded once NCF receives, and Lender has approved, all remaining funding conditions. **Builder is to advise NCF Construction Servicing Dept. when the project is complete so NCF can order the Final Compliance Inspection.** NCF will pay for the final inspection when required. Any cost for failed inspections will be deducted from the Builder's final draw.

Before requesting the final draw, the Builder is responsible for providing all construction related conditions requested of NCF including, but not limited to, the following:

- \*Affidavit of Completion and Indemnity signed by Builder in the presence of a notary.
- \*Affidavit of Completion and Acceptance signed by Borrower(s) in the presence of a notary.
- \*Final Waiver and Release of Lien signed by Builder in the presence of a notary.
- \*Borrower's Certification that construction portion of loan is fully drawn down.
- \*HUD 92544 Warranty of Completion signed by Builder and Borrower(s)
- \*Modification Agreement (if necessary) signed by Borrower(s) in the presence of a notary.
- Final "As Built" Placement Survey showing home location on property (if required by the Settlement Agent and/or Lender)
- \*\*Initial Compliance Inspection (commonly referred to as an open-hole or prepour inspection) and Framing Compliance Inspection, or in lieu of these two inspections, Evidence of a HUD Approved 10 Year Warranty
- HUD-NPMA-99-A Subterranean Termite Treatment Builders Certification and Guarantee completed by Builder indicating type of treatment used (required in most states)
- HUD-NPMA-99-B New Construction Subterranean Termite Soil Treatment Record completed by Pest Control Company (if soil treatment method was used)
- Local Authority's Approval of Well or acceptable Well Water Test Results including lead, nitrates, nitrites, total coliforms, and e. coli/fecal coliforms (if private well)
- Local Authority Approval of Individual Septic System
- Professional Drawing, Plat, or Survey showing location and distances between Well, Septic Tank and Drain Field, and Property Lines (if both well and septic)

\* Forms provided by NCF to Builder

\*\* On Site-Built Homes, if the local authority issues both a Building Permit and Permanent Certificate of Occupancy, they can be used in lieu of the Initial and Framing Compliance Inspections/HUD Approved 10 Year Warranty and Final Compliance Inspection.

When all funding requirements have been met and received by NCF, we will review and forward to the Lender for their final review and approval. A Funding Advice by NCF will also be forwarded to the Lender requesting the permanent portion of the loan to be funded and wired to the Settlement Agent. NCF will then forward final Disbursement Instructions to the Settlement Agent for disbursement of the Final Draw to the Builder.

\_\_\_\_\_  
BUILDER'S COMPANY NAME

\_\_\_\_\_  
APPLICANT'S SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
BUILDER'S SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CO-APPLICANT'S SIGNATURE

\_\_\_\_\_  
DATE

# Site-Built Home Construction Requirements

Borrower: \_\_\_\_\_ Builder: \_\_\_\_\_

## **Initial and Framing Compliance Inspections or Evidence of 10 Year Warranty:**

In lieu of the Compliance Inspections and/or 10 Year Warranty, the Builder can provide both the local authority's Building Permit and permanent Certificate of Occupancy. If both of those items are not issued by the local authority, the Builder will be required to provide either an Initial Compliance Inspection (aka pre-pour or open-hole inspection) and Framing Compliance Inspection reported using from HUD-92051 (FHA) or VA-26-1839 (VA), Compliance Inspection Report, or evidence of a HUD approved 10 year warranty plan. The Final Compliance Inspection will be ordered and provided by NCF once we have been notified by the Builder that project is complete and ready for inspection.

## **Termite Treatment:**

Termite treatment is required in most states. Chemical soil treatment, EPA registered bait treatments, pressure preservative treated wood, naturally termite resistant wood, or any combination of these methods is required for maximum protection against termites. The Builder will be required to complete and provide HUD-NPMA-99-A, Subterranean Termite Builder's Protection Guarantee, indicating which method of treatment was used. If chemical soil treatment is the method used, the Builder will be required to provide HUD-NPMA-99-B, New Construction Subterranean Termite Service Record, completed by the Pest Control Company utilized.

## **Final Survey:**

The Final Survey showing the location of the home on the property is typically required by the Closing Agent in order to issue a final title policy with no survey exceptions. If the Closing Agent and/or the Permanent Lender require the Final Survey, it is the full responsibility of the Builder to provide it to NCF prior to the release of the final draw.

## **Septic System Approval by Local Authority:**

If a septic system is being utilized, it is the responsibility of the Builder to provide the local authority's approval of the system for the new home.

## **Water Well Approval by Local Authority:**

If an individual water supply is being utilized, it is the responsibility of the Builder to provide the local authority's approval of the well for the new home. In the event, the local authority does not issue approvals for an individual water supply, the Builder will be responsible for providing an acceptable Well Water Test for Total Coliforms, E. Coli/Fecal Coliforms, Nitrates, Nitrites, and Lead. The results must reflect that the water meets EPA standards (or local standards if more stringent).

**NCF will require the Builder to act as general contractor (also called construction coordinator) and as such, all responsibility of the completion of the home and improvements will be upon the Builder. The borrower cannot be responsible for any of the work or construction.**

As evidenced by signature below, the Builder agrees and understands their responsibility concerning the construction requirements detailed above. Builder also understands that these requirements could change without notice or liability.

\_\_\_\_\_  
Builder's Signature

\_\_\_\_\_  
Date

# DISBURSEMENT AUTHORIZATION AND APPOINTMENT OF AGENT

*EXECUTION of this DOCUMENT is OPTIONAL*

The undersigned Applicant hereby authorizes approved Settlement Agent to disburse loan advances to \_\_\_\_\_ (Builder/Retailer) during construction of my home located at \_\_\_\_\_ (property address).

The final disbursement, including the retainage, if any, will be made upon execution and delivery of (i) the Affidavit of Completion and Indemnity by Builder/Retailer and (ii) the Affidavit of Completion and Acceptance by Applicant.

Applicant hereby appoints Builder/Retailer as Applicant's duly authorized agent for purposes of taking any and all actions (including, but not limited to, submissions of requests for loan advances for construction in the manner and on the forms prescribed by National Capital Funding, Ltd.) necessary on Applicant's behalf to obtain advances or draws pursuant to the Loan Agreement, to be executed at closing, between Applicant and Lender.

This appointment shall continue in the event of any subsequent disability of Applicant.

Applicant's appointment of Builder/Retailer hereunder may be revoked only by written revocation signed by Applicant, which revocation shall not be effective until received by both Builder/Retailer and National Capital Funding, Ltd. at the appropriate address as follows:

Builder/Retailer: \_\_\_\_\_

Attn: \_\_\_\_\_

\_\_\_\_\_  
Servicer: National Capital Funding, Ltd.

Attn: Construction Servicing Dept.

14550 Torrey Chase Blvd, Ste 465, Houston, TX 77014

Executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, to be effective the date of the Loan Agreement.

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Co-Applicant's Signature

Accepted:

\_\_\_\_\_  
Builder's/Retailer's Company Name

\_\_\_\_\_  
Builder's/Retailer's Signature and Title

## Agreement Regarding Payment of Interest

WHEREAS, the undersigned, \_\_\_\_\_ (Builder/Retailer) and

\_\_\_\_\_ [Applicant(s)] anticipate entering into various agreements for the installation and completion of certain improvements (the "Improvements") upon the following described land, (the "Land") to wit:

WHEREAS, Applicant may enter into and make a loan with \_\_\_\_\_ (Permanent Lender) for the funds necessary to purchase the Land, and install, construct and complete the Improvements on the Land, which Loan will be evidenced by a note (the Note), executed as of the date thereof, by Applicant and payable to Lender, and which Note is secured by Deed of Trust and/or Mortgage covering the Land and the Improvements; and

WHEREAS, the Loan will provide for draws or advances to be made for payment to the Builder/Retailer of certain progress payments and also for payment of interest due to the Lender during the course of the construction and installation of the Improvements; and

WHEREAS, under the terms of the contract between the Builder/Retailer and the Applicant for the construction and the installation of the improvements (also known as the Mechanics and Materials Lien Contract and/or Construction Contract, herein referred to as the "Contract"), Builder/Retailer will pay, or reimburse the Applicant, for the interest payments on the Note during the construction and installation of the Improvements; and

WHEREAS, Builder/Retailer and Applicant wish to evidence their agreement regarding same should they enter into the Contract.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS, THAT:

Applicant will be obligated to pay to the Lender, pursuant to the terms of the Note, the interest as it accrues on the Note.

Builder/Retailer will give Applicant a credit on sums due under the Contract equal to the sums paid by Applicant towards the accrued interest on the Note from the date thereof up to and including the Date of Completion of the Improvements, whether such sums are paid by Applicant direct or through advances under Applicant's Loan. Lender will provide statements to Applicant itemizing the interest advanced during the construction and installation of the Improvements. From and after the Date of Completion of Improvements, the Applicant will continue to pay such interest in accordance with the terms of the Note however; no further credit will be given Applicant by the General Contractor on the sums due under the Contract. Date of Completion of Improvements shall mean the date that the final draw or advance is made to the Builder/Retailer under the terms of the Loan.

Nothing herein shall relieve the Applicant from his obligation to the Lender, to pay the interest to the Lender during the term of the Note, and each party hereby acknowledges that this agreement for the payment of interest is an agreement as between only the undersigned.

Executed this the \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
Builder's/Retailer's Company Name

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Builder's/Retailer's Signature and Title

\_\_\_\_\_  
Co-Applicant's Signature

# FHA CONSTRUCTION/ PERMANENT LOAN DISCLOSURE

FHA Case Number: \_\_\_\_\_

In reference to the contract between \_\_\_\_\_ [Borrower(s)] and  
\_\_\_\_\_ (Builder/Retailer) for a

property to be constructed at \_\_\_\_\_  
(Property Address) the Builder/Retailer agrees that all construction loan costs will be paid by the Builder/Retailer, including but not limited to construction loan interest, construction administration fees, construction underwriting fees, inspection fees, and any other financing charges incurred during the construction period as per HUD Handbook 4155.1, Chapter 6, Section A.4.g.

Borrower(s) and Builder/Retailer are also aware that once a permanent loan rate is locked with the originating lender/broker there is a maximum number of days (depending on term of locked in rate selected) from the date of rate lock-in to complete construction and convert/modify to a permanent loan. When a rate is locked in for a period of time and the final inspection is not received and conversion/modification from construction to permanent loan does not occur during this period of time, the loan must be relocked. Pricing will be the worst of original lock date or relock date. In no event will a relock result in more favorable pricing at the same rate.

## DISCLOSURE

**The above-referenced loan is not eligible for FHA mortgage insurance until after either a final inspection or issuance of a certificate of occupancy by a local governmental jurisdiction, whichever is later. Further, FHA has no obligation until the mortgage is endorsed for insurance. The lender shall submit such endorsement after final inspection or issuance of the certificate of occupancy. During construction, the loan is not FHA-insured.**

\_\_\_\_\_  
Builder's/Retailer's Company Name

\_\_\_\_\_  
Borrower's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Builder's/Retailer's Signature and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Co-Borrower's Signature

\_\_\_\_\_  
Date



**Builder's Certification  
of Plans, Specifications, & Site**

U.S. Department of Housing  
and Urban Development  
Office of Housing  
Federal Housing Commissioner

OMB Approval No. 2502-0496  
Exp 01/31/2016

Property Address (street, city, State, & zip code)	Subdivision Name
Mortgagee's (Lender's) Name & Address (this is the lender who closed the loan)	FHA Case Number
	Phone Number

**NOTE:** If any of 2,3 or 4 is not checked, the property is **ineligible** for FHA insured financing

**1 Site Analysis Information:** To be completed on all proposed and newly constructed properties.

- |  | YES                      | NO                       |
|--|--------------------------|--------------------------|
| <b>a. Flood Hazards.</b> Are the property improvements in a Special Flood Hazard Area (SFHA)?  | <input type="checkbox"/> | <input type="checkbox"/> |
| 1) Provide the community number and date of the Flood Insurance Rate Map (FIRM) used to document your answer.<br>Community Number _____ Map Date _____   |                          |                          |
| 2) Is the community participating in the National Flood Insurance Program and in good standing?  | <input type="checkbox"/> | <input type="checkbox"/> |
| 3) If "Yes" to 1a. above, attach:  |                          |                          |
| (i) a Letter of Map Amendment (LOMA) or;   | <input type="checkbox"/> | <input type="checkbox"/> |
| (ii) a Letter of Map Revision (LOMR) or;   | <input type="checkbox"/> | <input type="checkbox"/> |
| (iii) a signed Elevation Certificate documenting that the lowest floor (including basement) is built in compliance with<br>24 CFR 200.926d(c)(4).  | <input type="checkbox"/> | <input type="checkbox"/> |
| 4) Is the property located within a Coast Barrier Resource System (CBRS)? (if yes, the property is ineligible for FHA insured financing)<br>Items b-f see additional instructions on page 3  | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>b. Noise.</b> Is the property located within 1000 feet of a highway, freeway, or heavily traveled road?<br>Within 3000 feet of a railroad?<br>Within one mile of a civil airfield or 5 miles of a military airfield?  | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>c. Runway Clear Zones / Clear Zones.</b> Is the property within 3000 feet of a civil or military airfield?<br>If "Yes," is the property in a Runway Clear Zone / Clear Zone?  | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>d. Explosive /Flammable Materials Storage Hazard.</b> Does the property have an unobstructed view, or is it located within<br>2000 feet of any facility handling or storing explosive or fire prone materials?  | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>e. Toxic Waste Hazards.</b> Is property within 3000 feet of a dump or landfill, or a site on an EPA Superfund (NPL)<br>list or equivalent State list?   | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>f. Foreseeable Hazards or Adverse Conditions.</b>   |                          |                          |
| (1) Does the site have any rock formations, high ground water levels, inadequate surface drainage, springs, sinkholes, etc.?   | <input type="checkbox"/> | <input type="checkbox"/> |
| (2) Does the site have unstable soils (expansive, collapsible, or erodible)?   | <input type="checkbox"/> | <input type="checkbox"/> |
| (3) Does the site have any excessive slopes?   | <input type="checkbox"/> | <input type="checkbox"/> |
| (4) Does the site have any earth fill?<br>If "Yes," will foundations, slabs, or flatwork rest on the fill?   | <input type="checkbox"/> | <input type="checkbox"/> |
| If you marked "Yes" to any of the above questions in f, please attach a copy of the State licensed engineers' (soils and structural)<br>reports, designs, and/or certifications showing compliance with HUD requirements to ensure the structural soundness of the<br>improvements and the health and safety of the occupants. Refer to HUD Handbook 4145.1 and HUD Handbook 4140.3 pg. 64-92. | <input type="checkbox"/> | <input type="checkbox"/> |

**Complete this section for all properties. The property complies with:**

- 2  HUD Minimum Property Standards in the Code of Federal Regulations at 24 CFR 200.926d.
- 3  HUD Handbook 4145.1, Architectural Processing & Inspections for Home Mortgage Insurance, including Appendix 8, Site Grading & Drainage Guideline.
- 4  IECC ( International Energy Conservation Code) 2006
- 5  Other Code or Local/State Code as follows: \_\_\_\_\_  
    Applicable Provisions \_\_\_\_\_
- 6  CABO One- and Two-Family Dwelling Code, as listed in 24 CFR 200.926b, replaced by IRC (International Residential Code)
- 7  Electrical Code for One-and-Two-Family Dwellings, as listed in 24 CFR 200.926b, or equivalent, **name code:** \_\_\_\_\_
- 8  This is a manufactured (mobile) home and was constructed in accordance with the Federal Manufactured Home Construction & Safety Standards (FMHCS). The label on the manufactured home shows compliance with the FMHCS. I hereby certify that the plans and specifications for all other construction (i.e., site, foundation) comply with the applicable building code or HUD requirement listed above, including paragraph. 3-4, Handbook 4145.1, and the Permanent Foundations Guide for Manufactured Housing.

**HUD Label Number(s):**

Builder or Builder's Agent: I hereby certify that the site analysis information above is true and accurate to the best of my knowledge and belief and that the plans and specifications were designed to mitigate any foreseeable hazards or adverse conditions. On all properties eligible for maximum LTV financing, I further certify that I have personally reviewed the plans, specifications, and site information submitted herewith. Based upon my review, I hereby certify that such plans, specifications comply with the applicable building codes specified above as well as complying with the HUD construction requirements listed above. An "X" marked in the blank by each numbered item indicates that provisions from the marked code apply.

9a. Name of Builder's Company or Builder's Agent (type or print)	10 a. Name & Title of Builder or Builder's Agent (type or print)	
b. Street Address	b. Signature of Builder or Builder's Agent Date	Date
c. City, State, & Zip Code	c. Telephone Number (include area code)	

11 Affirmative Fair Housing Marketing Plan (AFHMP) Did you sell five (5) or more houses in the last twelve (12) months or do you intend to sell five (5) or more houses within the next twelve (12) months with HUD mortgage insurance? **YES**  **NO**

If "Yes," check either a, b, c, or d below.

a. I am a signatory in good standing to a Voluntary Affirmative Marketing Agreement (VAMA).

b. I have an AFHMP which HUD approved on (mm/dd/yyyy) \_\_\_\_\_

c. I have a contract with \_\_\_\_\_ to market this house.

d. I certify that I will comply with the following: (a) Carry out an affirmative program to attract all minority and majority groups to the housing for initial sale or rental. Such a program shall typically involve publicizing to minority persons the availability of housing opportunities regardless of race, color, religion, sex, handicap, familial status or national origin, through the type of media customarily utilized by the applicants; (b) Maintain a nondiscrimination hiring policy in recruiting from both minority and majority groups; (c) Instruct all employees and agents in writing and orally in the policy of nondiscrimination and fair housing; (d) conspicuously display the Fair Housing Poster in all Sales Offices, include the Equal Housing Opportunity logo, slogan and statement in all printed material used in connection with sales, and post in a prominent position at the project site a sign which displays the Equal Opportunity logo, slogan or statement, as listed in 24 CFR 200.620 and appendix to subpart M to part 200. I understand that I am obliged to develop and maintain records on these activities, and to make them available to HUD upon request.

Builder: I hereby certify that the site analysis information is true and accurate to the best of my knowledge and belief. On all properties eligible for maximum LTV financing, I further certify that the plans and specifications submitted herewith have been reviewed by the individual signing above and that the individual has the knowledge and experience necessary to determine whether such plans and specifications comply with the HUD/FHA requirements set forth at 24 CFR 200.926d and with other applicable HUD requirements as determined in accordance with 24 CFR 200.926(d)(1) and ( 2). Any subsequent changes to these plans and specifications shall comply with the aforementioned requirements. Upon sale or conveyance of the property, the undersigned will promptly furnish to lender a Warranty of Completion of Construction, form HUD-92544 on all properties eligible for maximum LTV financing.

12 a. Name of Builder's Company (type or print)	13 a. Name & Title of Builder (type or print)	
b. Street Address	b. Signature of Builder	Date
c. City, State, & Zip Code	c. Telephone Number (include area code)	

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1 0 10 , 1012; 31 U.S.C. 3729, 3802).

This form must be complete and legible and must be reproduced to include all three pages.

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

Executive Order 11988 and HUD environmental regulations (24 CFR Part 51) require builders who build newly constructed properties s to ensure that the property is not affected by: flood hazards, noise, runway clear zones, explosive/flammable materials storage hazards, toxic waste hazards, and other foreseeable hazards that may affect the site. HUD requires this information to determine whether the site/location factors would adversely affect the dwelling or homeowner. A response is required whenever a builder builds new properties. Confidentiality is not applicable.

## Instructions for Builder's Certification, form HUD-92541

**Item 1. Site Analysis:** All builders must answer all the questions in this item. An addendum may be added, if necessary, to provide a full explanation about any of the site conditions listed.

a. **Flood Hazards:** HUD prohibits new construction in Special Flood Hazard Areas unless there is a Letter of Map Amendment (LOMA), a Letter of Map Revision (LOMR), or an Elevation Certificate in accordance with 24 CFR 200.926d(c)(4) provided to the lender.

**Items 1b.-f** The builder must provide this information for all properties. If the property is a condominium, the builder may have to mitigate the site issue if the project has not yet been approved by HUD.

b. **Noise:** Self-explanatory.

c. **Runway Clear Zones/Clear Zones:** If the property is located in a Runway Clear Zone / Clear Zone, the lender must require, as a condition of borrower approval, that the borrower will sign a statement acknowledging receipt of the notification required by 24 CFR 51.303(a)(3).

d. **Explosive/Flammable Materials Storage Hazard:** Self-explanatory.

e. **Toxic Waste Hazards:** Self-explanatory.

f. **Foreseeable Hazards or Adverse Conditions:** Self-explanatory.

**Items 2 - 8:** The builder/builder's agent must complete these items as follows:

**Items 2, 3&4.** Place an "X" in the box in Items 2, 3 and 4. The certified builder must complete Items 5 thru 8 as follows:

**Item 5.** The local/State code in Item 5 is the accepted code for a locality. The additional requirements needed from the Table in 24 CFR 200.926c, to supplement a partially acceptable local code, must be shown in Item 5.

**Item 6.** When the whole CABO Code is used as the HUD referenced code in jurisdictions with "no code" or an "unacceptable code," place an "X" in the box in Item 6 and place the word "All" in the space.

**Item 7.** Place an "X" in the box on line 7, and, if applicable name equivalent code.

**Item 8.** If the dwelling is a manufactured (mobile) home, place an "X" in the box in Item 8. Properly complete lines 4 through 7 for all "foundation and site work." Insert the HUD label number(s) in the box provided.

**Items 9 & 10.** The builder or the builder's agent must complete and sign these items. If the builder's agent completes and signs these items the builder's agent is certifying that builder's agent has the knowledge and experience to determine whether the plans and specifications comply with HUD/FHA requirements set forth in 24 CFR 200.926d and with other applicable HUD requirements in 24 CFR 200.926(d)(1) and (2). The builder's agent is further certifying that the information about the site is accurate to builder's agent's best knowledge and belief.

**Item 11.** If a builder has sold or intends to sell five (5) or more newly constructed properties within a twelve (12) month period, the builder is required to have one of the following:

- Be in good standing to a Voluntary Affirmative Marketing Agreement
- Have a HUD approved Affirmative Fair Housing Marketing Plan (AFHMP);
- Have a contract with a Marketing Agent to implement its approved AFHMP; or a contract with a Marketing Agent with signatory to a National Association of Realtors VAMA; or
- Certify to the requirements which are hereby listed, taken from 24 CFR 200.620.

**Items 12 & 13.** The builder must complete and sign Items 12 and 13. The certification is self-explanatory. All changes to the original form must be initialed and dated by the builder.

### Appraiser / Direct Endorsement Lender's Responsibility

**FHA Roster Appraiser.** The appraiser must receive a fully executed form HUD-92541 before performing the appraisal on proposed or under construction properties or properties less than one year old and never occupied.

The appraiser must review Item 1 and note in the Appraisal Report any discrepancies between the information in Item 1 and the actual conditions observed on site. The appraiser must take into consideration the effects of any site conditions on the value of the property.

**Direct Endorsement Underwriter.** The DE Underwriter must review the Appraisal Report and the Builder Certification as part of the underwriting process, taking into consideration the effect of any site conditions on the value of the property. Page 1 of this form must be complete and legible. Only the builder or the builder's agent is authorized to complete or change this form. The DE Underwriter cannot change and/or modify this certification form.