



**CONSTRUCTION UNDERWRITING SUBMISSION CHECKLIST FOR
MANUFACTURED/ MODULAR HOMES
ON-DEMAND PROCESSING CLIENT**

<p>IMPORTANT: Upload all docs to LoanCenter E-mail to NCF underwriting@ncfunding.net</p>	
LOAN INFORMATION	
Borrower(s)	
TO BE COMPLETED BY THE CLIENT	
<p><input type="checkbox"/> *NCF Construction/ Permanent Loan Registration Form Retailer Must Be Approved by NCF. *See NCF Builder/ Retailer Approval Packet (only need once) <input type="checkbox"/> <u>Loan Estimate (LE) (construction period)</u> <input type="checkbox"/> Land Acquisition Information: Current Purchase Contract between Land Seller and Borrower(s) or if owned, Copy of Deed and Payoff Statement <input type="checkbox"/> MFG/Modular Home Construction Cost Breakdown (included with NCF Calculation Results) every line item to be fully completed <input type="checkbox"/> MFG/Modular Home Purchase Agreement worksheet (included with NCF Calculation Results) <input type="checkbox"/> Purchase Agreement/Contract for Home & Improvements <input type="checkbox"/> Manufacturer's Invoice for Home w/ Serial Numbers and Payoff Information (when available) <input type="checkbox"/> MCO/MSO: Copy only. (when available) Original is to be sent to Settlement Agent upon payoff of unit(s) <input type="checkbox"/> Floor Plan and Manufacturer's Specifications: If Modular Home, signed HUD-92005 Description of Materials is required <input type="checkbox"/> Initial Elevation Cert, if in a Special Flood Hazard Area <input type="checkbox"/> 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 Foundation Guide for Manufacture d Housing (9/96 Version) Initial Boundary Survey of Lot (if required by Title Company)</p>	<p><input type="checkbox"/> *Proposed Plot Plan completed by Retailer. Must show proposed placement of Home, Septic, & Well on property and distances between each <input type="checkbox"/> *MFG/Modular Home Construction Draw Disclosure <input type="checkbox"/> *MFG/Modular Home Construction Requirements <input type="checkbox"/> *Disbursement Authorization and Appointment of Agent: If not executed, Borrower's approval will be required for each interim draw <input type="checkbox"/> *Agreement Regarding Payment of Interest <input type="checkbox"/> *FHA Construction/ Permanent Loan Disclosure: Must also be included in AFR's HUD Case Binder <input type="checkbox"/> *HUD-92541 Builder's Certification: Items 2,3,4, 5 & 8 must be marked if a Manufacture d Home & items 2 thru 7 if a Modular Home Permits: <input type="checkbox"/> Building <input type="checkbox"/> Well <input type="checkbox"/> Septic (when available) <input type="checkbox"/> Subcontractor Bids: <input type="checkbox"/> Foundation <input type="checkbox"/> Well <input type="checkbox"/> Septic (if available) <input type="checkbox"/> Copy of Check(s) for Borrower's Deposits to Retailer and/or Land Seller <input type="checkbox"/> Initial Credit Report <input type="checkbox"/> Two years of W-2s & one recent paystub <input type="checkbox"/> Final Credit Report for all borrowers <input type="checkbox"/> Signed Form 4506-T <input type="checkbox"/> Initial 1003 & HUD/VA Addendum (92900a) signed by Lender/Broker & Borrowers <input type="checkbox"/> Initial Disclosure: Initial Loan Estimate (LE), ECOA Notice, Important Notice to Homebuyer (92900b), Informed Consumer Choice Disclosure, & Notice of Assumability <input type="checkbox"/> Copy of all Borrower(s) driver's license</p>
TO BE COMPLETED BY THE AFR ACCOUNT MANAGER	
<p><input type="checkbox"/> Case Numbers Assignment Confirmation – Program ID code must reflect # 36 for a Const/Perm Loan & Construction Type should reflect "Proposed" <input type="checkbox"/> AFR Credit Underwriting Approval <input type="checkbox"/> CAIVRS for all Borrowers <input type="checkbox"/> Flood Certificate <input type="checkbox"/> Final Credit Report for all borrowers (if Initial Credit expired) <input type="checkbox"/> Rate lock Confirmation</p>	<p><input type="checkbox"/> Title Commitment, Insured Closing Letter to AFR (not NCF), Wire Instructions & Draft Closing Disclosure (CD) <input type="checkbox"/> Property Tax Information (e.g., Tax Certificate) <input type="checkbox"/> Homeowner's Insurance Binder w/ Invoice: Coverage amount must be acceptable to AFR <input type="checkbox"/> Appraisal: E-mail to appraisal@ncfunding.net <input type="checkbox"/> OFAC check report (can be included in Credit Report)</p>
TO BE COMPLETED BY THE AFR CLOSER	
<p><input type="checkbox"/> *Doc Prep Worksheets <input type="checkbox"/> Final Form 1003 & HUD/VA Addendum to URLA (HUD-92900-A) <input type="checkbox"/> Final AUS Findings <input type="checkbox"/> Last Disclosed Const & Perm Loan Estimates (LE)</p>	<p><input type="checkbox"/> Initial Const & Perm Closing Disclosures (CD) <input type="checkbox"/> Final UW Signed: <input type="checkbox"/> UW & Transmittal Summary (92900-LT) <input type="checkbox"/> Conditional Commitment (92800.5B) <input type="checkbox"/> DE Approval (92900-A pg. 3)</p>

*Forms in *italics* are available on NCF website: www.ncfunding.net/forms



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: _____

Manufactured/ Modular Home Construction Draw Disclosure

On Manufactured/Modular Homes the Retailer is allowed up to three interim draws (including the final draw) after closing. Upon receipt of a request by the Retailer 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 Mfg/Modular 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 Mfg/Modular Home Retailers" available at 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 Retailer and/or Floorplan Source/Factory (when paying off the factory invoice cost of home).

Closing

- With written request from the Retailer 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 Retailer at closing.
- If the home is offline, factory invoice available, and proper insurance in place covering NCF ISAOA, the Manufacturer's Invoice Cost of the Home can be funded directly to the factory/floorplan source at closing (or an interim draw can be used).

Interim Draws

- It is at the Retailer'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.
- Interim draw can be used to payoff Manufacturer's Invoice Cost of Home. If paying home only, no collateral inspection is required.
- Deposit from Borrower with Retailer: 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 three maximum allowed are needed, the Retailer 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 **80%** of the Retailer'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. **Retailer 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 Retailer's final draw.

Before requesting the final draw, the Retailer 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 Retailer 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 Retailer 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 Retailer 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) or Evidence of a HUD Approved 10 Year Warranty
- HUD-NPMA-99-A Subterranean Termite Treatment Builders Certification and Guarantee completed by Retailer 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 Retailer

** On FHA Modular Homes (not Manufactured) and all VA Loans, if the local authority issues both a Building Permit and Permanent Certificate of Occupancy, they can be used in lieu of the Initial Compliance Inspection/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 Retailer.

RETAILER'S COMPANY NAME

APPLICANT'S SIGNATURE DATE

RETAILER'S SIGNATURE DATE

CO-APPLICANT'S SIGNATURE DATE

Manufactured/ Modular Home Construction Requirements

Borrower: _____

Retailer: _____

Structural Engineer's Cert of the Foundation Plans for Manufactured Homes:

A structural engineer licensed within the state that the property is located is required to certify the design of the permanent foundation on a Manufactured Home. The certification and plans are to be site specific and the engineer is to certify that the foundation design meets HUD-7584 HUD Permanent Foundations Guide for Manufactured Housing (9/96 version). This certification and associated plans must be provided prior to closing and is the responsibility of the Retailer to provide.

Initial Compliance Inspection or Evidence of 10 Year Warranty:

On a Manufactured Home, the Retailer will be required to provide either an Initial Compliance Inspection (aka pre-pour or open-hole 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 Retailer that project is complete and ready for inspection.

On an FHA Modular Home and all VA loans, the Retailer has the same options outlined above for a manufactured home or in lieu of those can provide both the local authority's Building Permit and permanent Certificate of Occupancy.

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 Retailer 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 Retailer 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 Retailer 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 Retailer 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 Retailer 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 Retailer 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).

Perimeter Enclosure:

The perimeter enclosure shall be a continuous wall (whether bearing or non-load bearing) that separates the crawl space from backfill and keeps out vermin and water. The enclosure must be adequately secured to the perimeter of the unit and allow for proper ventilation of the crawl space. The enclosure is to be designed to resist all forces to which it is subject without transmitting forces to the building superstructure. Also, the enclosure shall be adequately secured to the perimeter of the home and be constructed of materials that conform, accordingly, to HUD or VA Minimum Property Standards (MPS) (such as: concrete, masonry, or treated wood) and the PFGMH for foundations. On FHA/VA loans, vinyl skirting can only be used if reinforced in compliance with the HUD or VA MPS guidelines. On USDA RHS loans, vinyl skirting is not permitted.

NCF will require the Retailer 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 Retailer. The borrower cannot be responsible for any of the work or construction.

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

Retailer's Signature & Title

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: _____

Construction Funds Administrator: 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

This Agreement made this _____ day of _____, 20____, by and between

_____ (“Builder/Retailer”) and
_____ (“Buyers”), collectively
the Parties.

Recitals:

Buyers and Builder/Retailer have or will enter into a contract for the construction of a residence on property located
at _____.

For the purpose of financing the construction of the residence, Buyers have or will apply for financing with
_____ (Lender) and will seek to qualify for an FHA or a VA
const/perm loan that contains both a construction phase and a permanent phase.

If this loan is a VA loan, the parties understand that the Department of Veterans Affairs will not permit the borrowers
(buyers) to pay interest during the construction phase of the loan. If this loan is an FHA loan, the parties understand
that HUD guidelines state that interest during the construction phase of the loan is the builder’s (builder’s/retailer’s)
responsibility, unless a separate agreement is made specifying responsibility.

After discussion between the parties, Builder/Retailer agrees to pay the interest during the construction phase of the
loan in accordance with Lender’s requirements, and to that extent this Agreement will serve as an amendment to the
contract between Builder/Retailer and Buyers for the construction of the residence.

NOW, THEREFORE,

In accordance with the billing procedures of Lender, Builder/Retailer will pay the interest due on sums advanced for
the construction of the residence, either as direct payments to Lender or as deductions from draws or advances. If
requested, Lender to provide itemized statements for the accrual of interest billed during the construction phase.
Upon completion of construction Builder/Retailer will have no further obligation to pay any interest accrued after the
date of completion of construction. For purposes of this agreement Completion of Construction shall mean the date
that the final draw or advance is made to the Builder/Retailer.

Nothing herein shall relieve the Buyers from any obligation to pay Lender the interest required under Buyer’s loan
documents with Lender. The parties understand that his agreement for the payment of interest by Builder/Retailer is
solely between the parties to this agreement.

Executed this the _____ day of _____ 20_____.

Builder’s/Retailer’s Company Name

Buyer’s Signature

Builder’s/Retailer’s Signature and Title

Co-Buyer’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 02/28/2019

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
a. Flood Hazards. 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. 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 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) Items b-f see additional instructions on page 3	<input type="checkbox"/>	<input type="checkbox"/>
b. Noise. Is the property located within 1000 feet of a highway, freeway, or heavily traveled road? Within 3000 feet of a railroad? Within one mile of a civil airfield or 5 miles of a military airfield?	<input type="checkbox"/>	<input type="checkbox"/>
c. Runway Clear Zones / Clear Zones. Is the property within 3000 feet of a civil or military airfield? If "Yes," is the property in a Runway Clear Zone / Clear Zone?	<input type="checkbox"/>	<input type="checkbox"/>
d. Explosive /Flammable Materials Storage Hazard. Does the property have an unobstructed view, or is it located within 2000 feet of any facility handling or storing explosive or fire prone materials?	<input type="checkbox"/>	<input type="checkbox"/>
e. Toxic Waste Hazards. Is property within 3000 feet of a dump or landfill, or a site on an EPA Superfund (NPL) list or equivalent State list?	<input type="checkbox"/>	<input type="checkbox"/>
f. Foreseeable Hazards or Adverse Conditions.		
(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? 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) reports, designs, and/or certifications showing compliance with HUD requirements to ensure the structural soundness of the 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) 2009
- 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.