



A Bigger Better Mortgage NMLS 1105474
2121 N. Frontage RD W. 365
Vail, CO 81657

Appraiser Independence Policy

I. Appraiser Independence Safeguards

- a) An “appraiser” must be at a minimum; licensed or certified by the State in which the property to be appraised is located.
- b) No employee, director, officer, agent of the seller of the loan package or other third party acting as joint venture partner, independent contractor, appraisal company, appraisal management company or partner on behalf of the seller shall influence or attempt to influence the development, reporting, result, or review of an appraisal through coercion, extortion, collusion, compensation, inducement, intimidation, bribery, or in any other manner including but not limited to:
1. Withholding or threatening to withhold timely payment or partial payment for an appraisal report
 2. Withholding or threatening to withhold future business for an appraiser or demoting or terminating or threatening to demote or terminate an appraiser
 3. Expressly or impliedly promising future business, promotions or increased compensation for an appraiser
 4. Conditioning the ordering of an appraisal report or the payment of an appraisal fee, salary or bonus on the opinion, conclusion or valuation to be reached or on a preliminary value estimate requested from an appraiser
 5. Requesting that an appraiser provide an estimated predetermined or desired valuation in an appraisal report *prior* to the completion of the appraisal report or requesting that an appraiser provide estimated values or comparable sales at any time prior to the appraiser’s completion of an appraisal report
 6. Providing to an appraiser an anticipated, estimated, encouraged, or desired value for a subject property or a proposed or target amount to be loaned to the Borrower, except that a copy of the sales contract for purchase transactions may be provided
 7. Providing to an appraiser, appraisal company, appraisal management company, or any entity or person related to the appraiser, appraisal company, or appraisal management company, stock or other financial or non-financial benefits
 8. Removing an appraiser from a list of qualified appraisers or adding an appraiser to an exclusionary list of disapproved appraisers in connection with the influencing or attempting to influence an appraisal as described in Paragraph B above (this prohibition does not preclude the management of appraiser lists for bona fide administrative or quality-control reasons based on written policy).
 9. Any other act or practice that impairs or attempts to impair an appraiser’s independence, objectivity, or impartiality or violates law or regulation; including but not limited to the Truth in Lending Act (TILA) and Regulation Z or the Uniform Standards of Professional Appraisal Practice (USPAP). Acceptability of Subsequent appraisals: A seller of loan packages must not order, obtain, use or pay for a second or subsequent appraisal in connection with a mortgage transaction unless:
 - (i) there is a reasonable basis to believe that the initial appraisal was flawed or tainted and such basis is clearly and appropriately noted in the mortgage loan file
 - (ii) such appraisal is done pursuant to written pre-established bona fide pre- or post-funding appraisal review or quality control processes or underwriting guidelines and so long as the seller of the loan



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adheres to a policy of selecting the most reliable appraisal rather than the appraisal that states the highest value

- (iii) a second appraisal is required by law. Borrower's right to receive an appraisal: The seller shall ensure that the borrower is provided a copy of any appraisal report concerning the borrower's subject property promptly upon completion at no additional cost to the borrower and in any event no less than three days prior to the closing of the mortgage. The borrower may waive this three-day requirement if such waiver is obtained at least three days prior to the closing of the mortgage. The seller may provide a revised copy of an appraisal and information to the borrower as to the nature of any revisions so long as the revisions had no impact on value. The seller may require the borrower to reimburse the seller for the cost of the appraisal.

- (iv) Appraiser Engagement:

A. The seller or any third party specifically authorized by the seller (including but not limited to; appraisal companies, appraisal management companies, and correspondent lenders) shall be responsible for selecting, retaining and providing for payment of all compensation to the appraiser. **The seller will not accept any appraisal report completed by an appraiser selected, retained or compensated in any manner by any other third party (including mortgage brokers and real estate agents).**

B. There must be separation of a seller sales or mortgage production functions and appraisal functions. **An employee of the seller in the sales or mortgage production function shall have no involvement in the operations of the appraisal function.**

- 1. Certain **parties are prohibited** from:

- a) Selecting, retaining, recommending or influencing the selection of any appraiser for a particular appraisal assignment or for inclusion on a list or panel of appraisers approved or forbidden to perform appraisals for the seller.
- b) Having any substantive communications with an appraiser or appraisal management company relating to or having an impact on valuation including ordering or managing an appraisal assignment. These parties are:
 - i. All members of the sellers mortgage production staff
 - ii. Any person who is compensated on a commission basis upon the successful completion of a mortgage (must be a W2 employee)
 - iii. Any person whose immediate supervisor is not *independent* of the mortgage production staff and process (supervisor must be W2). Seller personnel not described in Section IV.B (1)through (iii) above are not subject to the restrictions described above and may engage in communications with an appraiser. In addition, any party including the parties described in Section IV.B (1) (i) through (iii) above, may request that an appraiser provide additional information or explanation about the basis for a valuation, or correct objective factual errors in an appraisal report.



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2. If absolute lines of independence cannot be achieved as a result of the seller's small size and limited staff, the seller must be able to clearly demonstrate that it has prudent safeguards to isolate its collateral evaluation process from influence or interference from its mortgage production process.

c) Any employee of the seller (or if the seller retains an appraisal company or appraisal management company, any employee of that company) tasked with selecting appraisers for an approved panel or substantive appraisal review must be: Appropriately trained and qualified in the area of real estate appraisals. In the case of an employee of the seller; the employee must be independent of the mortgage production staff and process.

Use of Appraisal Reports by In-House Appraisers or Affiliated Appraisers in underwriting a mortgage; the seller may use an appraisal report prepared by an appraiser employed by:

- The seller
- An affiliate of the seller
- An entity that is owned in whole or in part by the seller
- An entity that owns the seller in whole or in part

1. Prepared by an appraiser employed, engaged as an independent contractor, or otherwise retained by an appraisal company or any appraisal management company affiliated with or that owns or is owned in whole or in part by the seller or an affiliate of the seller; provided that the Seller complies with the provisions of these Appraiser Independence Requirements. B. The (1) seller also may use in-house staff appraisers to: Order appraisals, conduct appraisal reviews or other quality control, whether pre-funding or post funding.

3. Develop, deploy, or use internal Automated Valuation Models

4. Prepare appraisals in connection with transactions other than mortgage origination transactions (e.g., Mortgage workouts) if the seller complies with the provisions of these Appraiser Independence Requirements.

Transfer of Appraisals

A seller may deliver to Fannie Mae a conventional Mortgage with an appraisal prepared by an appraiser selected by another lender, including where a mortgage broker has facilitated the mortgage application (but not ordered the appraisal). The seller delivering the loan to Fannie Mae makes all representations and warranties to Fannie Mae regarding the appraisal set forth in the Mortgage Selling and Servicing Contract, the Selling Guide and related documents including the representation that the appraisal is obtained in a manner consistent with these Appraiser Independence Requirements.

a) Referrals of Appraisal Misconduct Reports: Any seller that has a reasonable basis to believe an appraiser or appraisal management company is violating applicable laws or is otherwise engaging in unethical conduct shall promptly refer the matter to the applicable State appraiser certifying and licensing agency or other relevant regulatory bodies.



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b) We have adopted these written policies and procedures implementing these Appraiser Independence Requirements including but not limited to adequate training and disciplinary rules on appraiser independence. Additionally we ensure that any third parties such as appraisal management companies used in conjunction with the sale and delivery of a Mortgage to Fannie Mae are also in compliance with these Appraiser Independence Requirements.