Fannie Mae®

Multifamily Selling and Servicing Guide

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Part II Property

Chapter 1 Attributes and Characteristics

Section 101 Eligible Properties

☑ Requirements

For a Mortgage Loan to be eligible for purchase, it must be secured by a multifamily residential property that meets all of the following:

- contains at least 5 dwelling units;
- does not include a stand-alone building containing less than 5 dwelling units (e.g., a single-family structure), unless it:
  - was originally constructed as part of a single multifamily development; or
  - is situated on the same tax parcel, or shares a tax parcel boundary, with a
    - multifamily property, or
    - MH Community;
- has suitable bathroom and cooking facilities within each unit;
- is located in 1 of the 50 states of the United States, the District of Columbia, Puerto Rico, the U.S. Virgin Islands, or Guam;
- is located on a publicly dedicated, all-weather road, or is accessible by a satisfactory easement from this type of road;
- consists of either a single parcel or multiple parcels per Part II, Chapter 1: Attributes and Characteristics, Section 103.01: Single Borrower Ownership;
- any commercial space is:
  - physically part of, and connected to, the multifamily space; or
  - a stand-alone building that is on the same tax parcel;
- has adequate water and sewer service, which may be delivered by a public utility or, where commercially acceptable for the market area, by a private system or utility;
- offers a suitable level of utility service (e.g., electrical, natural gas, refuse removal, etc.) for the market area;

- either complies with all applicable statutes, rules, regulations, and housing and building codes, or is being appropriately remediated; and
- has access to police and emergency services.

You must search the internet to confirm, and justify in the Transaction Approval Memo, if the Property has:

- any negative press;
- current or prior lawsuits;
- fair housing violations or other sanctions; and/or
- association with bad actors.

Guidance

To determine if a single-family structure was originally constructed as part of a single multifamily development, you should consider if all buildings:

- were originally constructed at the same time;
- were historically bought, operated, and sold as 1 Project since originally constructed;
- are generally consistent in physical appearance, with distinct boundaries such as
  - signage,
  - gates/fencing,
  - shared parking, or
  - dedicated streets;
- are located on a single tax parcel or adjacent tax parcels;
- are configured without any non-Borrower owned parcels or buildings separating/splitting or within the multifamily development; and
- are not part of a predominately homeowner development.

Section 102 Modular Housing

Requirements

For any Property that includes Modular Housing, you must ensure that the:

- scope of work for the completed Property Condition Assessment will include Module 5.6 of the Instructions for Performing a Multifamily

Property Condition Assessment (PCA) (Form 4099); and

- Modular Housing:
  - was constructed by a manufacturer with a proven history of constructing modular components for multifamily properties;
  - does not include the presence of any areas of Heightened Property Condition Concerns per Module 5.6 of Form 4099; and
  - is comparable in quality and condition to properties with site-built Improvements in the market.

Section 103 Multiple Properties

103.01 Single Borrower Ownership

☑ Requirements

If more than 1 Property secures a Mortgage Loan, you must determine if all multifamily buildings are part of the same Project. Buildings on multiple Properties are a single Project if all Properties:

- are only separated by publicly dedicated or private streets primarily intended for local residents or access to the Property, and not by major arteries or thoroughfares (i.e., streets primarily intended for traffic traveling through the area); and
- have the following characteristics:
  - all buildings have been operated as a single complex (e.g., no buildings are marketed separately to tenants);
  - the Properties are within
    - 0.5 miles or less of each other, and
    - the same submarket;
  - amenities at any building are available to tenants in other buildings;
  - amenities located in one building do not materially, adversely affect the rents at other buildings without similar amenities; and
  - the overall building configuration across the Properties does not result in elevated vacancy levels at any building.

If multiple Properties are not part of the same Project, you must:

- collect detailed individual data for each Property, including separate

- rent rolls, and
- operating statements;

- enter each Property in the Properties section of DUS Gateway;
- complete a Multifamily Affordability Estimator (MAE) for each Property per Part I, Chapter 2: Mortgage Loan, Section 201: Registration and Multifamily Affordability Estimator;
- require every third-party report to assess
  - the Properties in each Project separately, and
  - all Properties in the aggregate; and
- enter each Property as a separate Property Collateral record in C&D.

When a Mortgage Loan not in a Credit Facility is secured by multiple Properties (whether in the same or multiple Projects), each multifamily Property must individually:

- comply with the minimum occupancy requirements in
  - Part II, Chapter 1: Attributes and Characteristics, Section 107: Minimum Occupancy, or
  - Part III, Chapter 9: Small Mortgage Loans, Section 903: Occupancy;
- be located in the same MSA; and
- have an acceptable Property condition based on
  - your site inspection, and
  - any required PCA.

Guidance

For a Mortgage Loan secured by multiple Properties not part of the same Project, you may:

- accept a consolidated third-party report for multiple Projects, if each Property is identified and assessed separately; and
- consolidate the Underwritten NCF and overall underwriting in a single Transaction Approval Memo.

103.02 Joint and Several Borrower Ownership

Requirements

If...	Then...
A Mortgage Loan • is made to joint and several Borrowers, • is secured by multiple Properties, and • has a Property owned by a different Borrower.	The Mortgage Loan and each Borrower must comply with • Part I, Chapter 3: Borrower, Guarantor, Key Principals, and Principals, Section 302.01: Single-Asset Entity, • Part I, Chapter 3: Borrower, Guarantor, Key Principals, and Principals, Section 302.03: Joint and Several Borrowers with Multiple Properties , and • Part II, Chapter 1: Attributes and Characteristics, Section 103.01: Single Borrower Ownership.

Section 104 Property Check

Requirements

When you register a Mortgage Loan in DUS Gateway or submit a Transfer/Assumption in the MAMP, you must:

- use Property Check to search the primary Property address(es) (including those identified in Part II, Chapter 1: Attributes and Characteristics, Section 103: Multiple Properties); and
- receive a Based on the address entered, you may proceed processing the transaction involving this property. response for each address entered.

Guidance

Fannie Mae monitors all Property Check search details.

Operating Procedures

The Property Check application is available at https://multifamily.fanniemae.com/applications-technology/property-check.

Property Check Frequently Asked Questions	
Question	Answer
What information do you need to perform a Property Check?	You must enter the Propertys • Street Address, • City, • State, and • Zip Code.
How does Property Check respond?	You will receive a response similar to: • Based on the address entered, you may proceed processing the transaction involving this property.; or • Do not continue processing the transaction involving this property without contacting Fannie Mae at propertycheck_requests@fanniemae.com.
What about confidentiality?	You must: • comply with the Property Check application confidentiality requirements; and • establish procedures ensuring all Property Check responses remain confidential.

Section 105 Property Ownership; Leasehold

☑ Requirements

You must ensure that the Property is owned in fee simple, unless the Property is held under an acceptable Leasehold estate.

Section 106 Ground Leased Properties

106.01 Generally

☑ Requirements

If the Property has a Ground Lease, the Mortgage Loan collateral must include a Lien on the Leasehold estate.

You must ensure that the Ground Lease complies with the Ground Lease Review Checklist (Form 6479), unless

- the ground lessor joins with the Borrower in executing the Security

Instrument and grants a Lien on the ground lessor's fee estate, or

- the absence of the Leasehold estate would not have a material adverse effect on the Property's operation or value.

106.02 Ground Lease Rents

☑ Requirements

You must:

- establish an escrow for ground rents;
- ensure the Borrower deposits sufficient funds; and
- make all payments due per the Ground Lease.

106.03 Ground Lease Estoppel Certificate

☑ Requirements

You must obtain an executed Ground Lessor Estoppel Certificate (Form 6495).

106.04 Ground Lease Review

☑ Requirements

You must:

- review and analyze the Ground Lease to ensure compliance with the requirements of this Section; and
- retain the completed Form 6479 in your Servicing File.

Section 107 Minimum Occupancy

107.01 Residential Occupancy

☑ Requirements

You must ensure the Property meets these minimum occupancy levels:

- 85% physical occupancy; and
- 70% economic occupancy.

These minimum levels apply on the Commitment Date and for the preceding 3-month period.

107.02 Qualified Occupants

Requirements

When calculating physical occupancy, you must only include tenants who

- physically occupy the unit, and
- have commenced paying rent.

Guidance

You may include any tenant who:

- was under a standard lease for at least 6 months, then converted to a month-to-month lease when the lease expired; or
- is under a lease with a term of less than 6 months, if shorter-term leases
  - are commonly accepted in the market area, and
  - do not reflect weakness in the market.

You may include non-revenue producing units such as

- management units,
- employee occupied units,
- maintenance units, and
- model units.

Such units should not exceed what is usual and customary for stabilized properties in the market.

Section 108 Certificates of Occupancy

Requirements

Certificates of Occupancy	
For any...	You must...
Property with construction or rehabilitation work completed within the last 12 months	• Ensure all units have a certificate of occupancy. • Obtain copies of all certificates of occupancy from the Borrower. • Retain them in your Servicing File.
Other Property	• Determine if each unit had a certificate of occupancy at some point. • Attempt to obtain copies of them. • Retain them in your Servicing File.

Guidance

No Certificate of Occupancy	
If you cannot obtain...	You should...
Copies of certificates of occupancy for a Property (for example, because of the Property's age, or the records of the jurisdiction where the Property is located)	• Exclude the income generated by any units without a certificate of occupancy, but include all expenses (including replacement reserves) for the maintenance of these units. • Look for other evidence that certificates of occupancy had been issued.
Copies or other sufficient evidence of a certificate of occupancy	Analyze the risk to the Property if one had never been issued, by considering if: • your physical inspection reveals any life safety issues; • all units are accessible through normal access routes (and not, for example, through a former janitorial closet); • the insurance excludes coverage of a casualty originating from a unit without a certificate of occupancy; and • the Property is located in a market that exhibits low vacancies and barriers to entry.

Section 109 Phased Properties



Requirements

If the Property is a Phased Property, you must evaluate

- how the Property will be affected by other phases, and
- if the Property can succeed independently from other phases.

Guidance

In determining if a Phased Property is viable as a separate Property, you should consider if:

- its ownership and operation are separate from all other phases of the complex;
- the Borrower is able to provide a separate leasing office;
- your underwriting has discounted any benefits derived from staff or facilities shared with other phases;
- the records and accounts used to underwrite the Property are separate from those of other phases;
- any cross-easements for the complex will survive an adverse action against another phase;
- any development of a future phase could materially interfere with or disturb the Property's
  - occupancy,
  - marketability,
  - or living environment; and
- the Property is:
  - marketable to tenants or a new owner, separately from other phases;
  - visible to the public without passing through another phase of the complex; and
  - accessible from a public roadway.

In assessing the impact of future phases on a Property, you should consider:

- the short-term impact of construction activity; and
- long-term implications for the continued economic viability of the Property, taking into account the allocation of costs for shared facilities (such as roadways).



Requirements

You may only Deliver a Mortgage Loan on a Phased Property if Fannie Mae holds all other Mortgage Loans secured by other phases of the complex.

When the Phased Property is owned or Controlled by the same Borrower or Principals as the other phases in the complex:

- all Fannie Mae Mortgage Loans on each phase must be cross-defaulted and cross-collateralized;
- when any new Phased Property Mortgage Loan is underwritten, the actual amortizing DSCR (per Form 4254.DEF) and current LTV for all existing Mortgage Loans on each phase must comply with Form 4660 for the same loan term, product, and Pricing and Underwriting Tier, where each property value is determined by
  - dividing the current NCF by the capitalization rate (i.e., a Direct Cap with Sales Comparables analysis),
  - broker's opinion of value, or
  - most recent Appraisal; and
- the new Phased Property Mortgage Loan must have a Prepayment Premium Period End Date on or before the Prepayment Premium Period End Date of the Mortgage Loans on the other phases.

Guidance

If a future phase is expected, consider issuing the first phase MBS with a potential future cross.

Section 110 Shared Use Properties

110.01 Eligibility

Requirements

This section does not apply to

- Condominium Properties, and
- Cooperative Properties.

Shared Use Property Delivery Eligibility for Essential Elements Not Located on the Property	
Topic	A Shared Use Property Mortgage Loan is eligible for Delivery if...
Documents	you determine the Shared Use Documents do not explicitly prohibit the Essential Elements from being rebuilt or repaired after any casualty or condemnation.
Property	the Property benefits from Essential Elements per Shared Use Documents that: • are perpetual; • inure to the benefit of future Property owners; • are recorded in the land records; and • if applicable, are insured as beneficial easements under the lenders title policy.
Split Ownership of Units and Essential Elements	when the Borrower owns all units subject to the Shared Use Documents, and an Affiliate of the Borrower or Key Principal directly or indirectly owns the Essential Elements that benefit only the Property, such Affiliate joins the: • Loan Documents as a joint and several Borrower; or • Security Instrument using the Modification to Security Instrument (Joinder and Consent (Affiliate Owned Common Elements)) (Form 6324).

Shared Use Property Delivery Eligibility for All Essential Elements	
Topic	A Shared Use Property Mortgage Loan is eligible for Delivery if...
Financial	all: • Property and Essential Elements expenses and charges payable per the Shared Use Documents are current; • assessments and payments payable per the Shared Use Documents are current; and • to the extent permitted by law, future assessments owed by the Borrower and associated liens, if any, are subordinate to the Mortgage Loan.
Borrower Status	the Borrower: • has no outstanding community violations; and • is not involved in a community dispute that may - result in litigation, or - materially adversely impact the Property.

110.02 Documents

110.02A Loan Documents

☑ Requirements

You must:

- ensure the Borrower executes the Modification to Multifamily Loan and Security Agreement Shared Use of Essential Elements (Form 6276); and
- if appropriate per the conditions described in the Estoppel Certificate attached to Form 6276, use reasonable efforts to obtain from the association or other appropriate party:
  - the Estoppel Certificate attached to Form 6276; or
  - other form providing similar representations.

110.02B Shared Use Documents

☑ Requirements

You must:

- evaluate the Shared Use Documents;
- document your evaluation in the Transaction Approval Memo; and
- obtain:
  - an ALTA title policy per Part II, Chapter 3: Legal Compliance, Section 304: Title Insurance; and
  - ALTA Endorsements (i.e., 5-06, 28-06, and 9-06) if available in the Propertys jurisdiction.

Guidance

Shared Use Document Evaluation	
Topic	You should review the Shared Use Documents to evaluate...
Ownership and Control	• if the Borrower owns all Improvements and the underlying land; • if Essential Elements not located on the Property exist, and if ownership is: - directly or indirectly by an Affiliate of the Borrower or Key Principal; - by a separate association or governing body; - by another community owner or an adjacent property owner; or - shared by the community owners; and • how association and Essential Elements decisions are made by any - developer, - declarant, - association, - community owner, or - other governing body.

Shared Use Document Evaluation	
Topic	You should review the Shared Use Documents to evaluate...
Responsibilities and Enforcement	how an association or governing body: • collects fees and assessments; • maintains Essential Elements; • obtains insurance; • mediates disputes; and • enforces covenants, including - levying fines or interest, or - pursuing liens or foreclosure.
Fees	the assessment fee structure, including • escalation provisions, • special assessments, and • if assessments should be escrowed.
Budget	the associations current • annual budget, • income/expense statements, and • reserve accounts.
Mandates	how the association dictates: • operations; • physical appearance; • insurance claim proceeds; • other restrictions, including limitations or modifications for using the Essential Elements; and • if the cost and maintenance of the Essential Elements located on the Property are not overly burdensome.

Shared Use Document Evaluation	
Topic	You should review the Shared Use Documents to evaluate...
Insurance	the associations coverage for: • property, including if the Essential Elements not located on the Property must be rebuilt or repaired after any casualty or condemnation; • liability; and • directors and officers.

Section 111 Commercial Leases

☑ Requirements

You must only underwrite actual income from occupied commercial space with an executed lease or lease extension agreement if the:

- remaining lease term is at least 12 months after the Mortgage Loan Origination Date;
- tenant is:
  - not an affiliate of the
    - Sponsor,
    - Borrower,
    - Key Principal, or
    - any individual or entity within the Borrower's ownership structure;
  - occupying the unit;
  - open for business;
  - paying rent; and
  - not delinquent on rent due outside the leases cure period; and
- underwritten commercial income includes the actual commercial rent due under the lease within 12 months after the Mortgage Loan Origination Date, including any:
  - discounts; or
  - concessions.



Guidance

Your evaluation of any commercial space's viability should include:

- Appraisal sub-market comparable commercial space rents supporting the underwritten rents;
- sub-market data confirming a low commercial space vacancy rate;
- existing sustainable demand for the tenants business type; and
- evidence that the Property's location has sufficient foot traffic to support the tenants business.

111.01 Material Commercial Leases

111.01A Lease Review

Requirements

You must analyze all aspects of each Material Commercial Lease and its

- tenants,
- grantees, or
- other beneficiaries.

If Material Commercial Lease approval is required per Part II, Chapter 1: Attributes and Characteristics, Section 111.01B: Lease Approval you must:

- prepare a written summary of the material terms of the Material Commercial Lease; and
- keep a copy of your summary in your Servicing File.

Guidance

As you analyze the Material Commercial Lease, you should consider if:

- each tenant has the ability to fulfill its financial and other performance obligations under the Material Commercial Lease;
- the Material Commercial Lease insurance provisions are consistent with the insurance requirements in the applicable Loan Documents or otherwise prescribed by Fannie Mae;
- each tenant is required to obtain the Lender's consent before the Material Commercial Lease is



- assigned,
- subleased,
- subcontracted, or
- otherwise transferred; and

- the tenant
  - has early termination clauses, and
  - understands the conditions under which they can terminate, including
    - a material casualty or condemnation, or
    - if the landlord cannot substantially restore the premises in a reasonable period of time following a casualty or condemnation.

111.01B Lease Approval

☑ Requirements

Material Commercial Lease Type	
Lease with Property Assessed Clean Energy (PACE) Financing	You must not approve any Material Commercial Lease that includes PACE financing.
Renewable Energy Generation Lease	You must only approve leases for renewable energy systems that comply with Part II, Chapter 1: Attributes and Characteristics, Section 112: Renewable Energy Generation Systems.
Other Material Commercial Leases	You must only approve other Material Commercial Leases that comply with Part II, Chapter 1: Attributes and Characteristics, Section 111: Commercial Leases.

111.01C Lease Modifications

☑ Requirements

As you review each Material Commercial Lease modification, you must consider if it:

- violates any of the requirements of this Section;

- contains terms that are inconsistent with the Mortgage Loan; or
- presents risks that are inappropriate for the Mortgage Loan.

If any of these conditions are present you must:

- require the Borrower to modify the Material Commercial Lease appropriately; or
- address the items in the Tenant Estoppel Certificate (Form 6413) and/or the Subordination, Non-Disturbance, and Attornment Agreement (Form 6415).

111.01D Tenant Estoppel Certificate

☑ Requirements

You must obtain a Tenant Estoppel Certificate (Form 6413) for each Material Commercial Lease.

111.01E Subordination, Non-Disturbance and Attornment

☑ Requirements

You must use Form 6415 if:

- the Material Commercial Lease contains provisions for the Borrower to assume liability or other risks as landlord that would be unacceptable to the Lender in case of a Foreclosure Event; or
- the form
  - is necessary for subordination and attornment, or
  - would otherwise be beneficial.

You must ensure that each Material Commercial Lease (including any renewal or extension):

- is subordinate to the Lien of the Security Instrument; and
- requires the tenant to attorn to the Lender under the Mortgage Loan.

111.02 Non-Material Commercial Leases

111.02A Tenant Estoppel Certificate; Lease Modification

☑ Requirements

You must make reasonable efforts to get a Form 6413 for each non-Material Commercial Lease, other than leases relating only to equipment or maintenance services.

If a non-Material Commercial Lease has terms that are inconsistent with the terms of the Mortgage Loan or present inappropriate risks for the Mortgage Loan, then you must:

- require the Borrower to modify the lease appropriately; or
- address any inconsistencies or risks in a Form 6413.

111.02B Non-Material Commercial Lease Types

☑ Requirements

Non-Material Commercial Lease Type	
Telecommunications and Cell Tower Leases	You must review any telecommunications and cell tower lease to ensure it does not: • comprise more than 5% of the Property's Effective Gross Income; • negatively impact the Property's - value, - visibility, - livability, or - marketability; • impose an undue financial or operating burden on the Property or the Borrower; • obligate the Borrower to rebuild any Improvements at the Property post-casualty or condemnation; • have a lease term (including extension options) in excess of 25 years; • contain a purchase option; or • convey any right to the tenant other than simple lessee rights (e.g., a perpetual easement, a purported sale of a portion of the Improvements, unjustified exclusivity, etc.).

Non-Material Commercial Lease Type	
Communications Service Agreement	You do not need to subordinate the service agreement to the Lien of the Security Instrument if: • the Borrower certifies to you that neither the Borrower, nor any Key Principal or Principal, is an Affiliate of the communications service provider; and • the lease does not contain provisions for the Borrower to assume liabilities and risks as landlord that would not be acceptable for you (as lender under the Mortgage Loan) in the context of a Foreclosure Event. If a communications service agreement is accompanied by a lease or easement, then the lease or easement must end automatically when the service agreement expires, unless the service agreement is subordinated to the Lien of the Security Instrument.

Non-Material Commercial Lease Type	
Mineral Rights; Oil and Natural Gas Leases	You must review each agreement or lease of mineral rights or rights relating to subsurface oil and natural gas to ensure that it does not: • comprise more than 5% of the Property's Effective Gross Income; • grant surface entry for any purpose (e.g., pipes, access across, or storage on the Property); • grant subsurface rights within - 250 feet below the surface of the Property, or - 600 feet from any Property boundary line; • have a material adverse effect on - public health and safety, - air quality or noise levels, or - the Property's marketability or occupancy; • permit oil or gas well activities with potential negative effects on the Property's - access, - visibility, or - storm water drainage; • have a negative effect on the Property's - zoning, or - allowable density; • facilitate drilling, storage, or processing of oil or gas on the Property or any adjacent property; or • fail to require the lessee to indemnify and hold harmless the Borrower, as lessor, for any damage to the Property or any other damage or liability caused directly or indirectly as a result of the oil and gas exploration or drilling activities. The Borrower must execute Form 6262 if a lease or deed reservation of rights allows for the subsurface exploration of oil, natural gas, or minerals, but no evidence of active or planned exploration or drilling exists on the Property.

Non-Material Commercial Lease Type	
Laundry Lease	You do not need to subordinate the lease to the Lien of the Security Instrument if you confirm that the lease: • is not with an Affiliate of the Borrower or any Key Principal or Principal; • has market terms; • contains an acceptable termination for cause provision; and • meets recognized industry standards.
Equipment or Related Maintenance Services Lease	You must ensure that the lease: • is subordinate to the Security Instrument; • contains an acceptable termination for cause provision; and • meets recognized industry standards.

Guidance

Non-Material Commercial Lease Type	
Storage Unit Lease	You do not need to subordinate the lease to the Lien of the Security Instrument if you determine the unit is being leased pursuant to a residential Lease.

111.03 Short Term Rentals

Requirements

You must ensure that:

- the residential nature of any Property with units available for STR is maintained, even though any Lease of an STR unit will be
  - classified as a commercial lease, and
  - subject to the space and income limitations per Form 4660;
- no more than 5% of the Propertys units (not counting recreational vehicle sites) are available for STR; and
- the Underwritten NCF accurately incorporates all STR income.

You must include the following information in your underwriting analysis:

- Borrower's strategy for implementing STR;
- a description of the STR arrangement;
- length of time the STR has been in place;
- Borrower's action plan for handling liability issues for
  - STR tenants at the Property, and
  - safety concerns for non-STR tenants;
- if the STR units are furnished or unfurnished; and
- confirmation that the
  - STR is legally permissible and in compliance with applicable laws and zoning,
  - Borrower's or master tenants insurance covers any STR, and
  - Property is residential in nature (i.e., not operated as a hotel or other single room occupancy arrangement).

Guidance

Examples of an STR arrangement include an arrangement between the Borrower and:

- a tenant/master tenant, where the tenant/master tenant has an agreement with an STR provider or platform (such as Airbnb, VRBO, etc.); or
- an STR provider or platform, where the Borrower's tenants may make their units available for STR.

You should seek to establish a leasing history of at least 12 months for any STR unit.

Section 112 Renewable Energy Generation Systems

112.01 Acceptable Renewable Energy Generation Systems

Requirements

Any operational renewable energy generation system benefitting the Property or the Borrower must be:

- located on the Property;
- comprised of a Solar PV System;

- Borrower-owned; and
- installed, or installation will begin, on or before the Mortgage Loan Origination Date.

112.02 Solar Photovoltaic Systems

Requirements

For any Property with an acceptable Solar PV System, you must ensure:

- All equipment, including energy storage, is located on the Property and owned by the Borrower.
- The Borrower has all required permits, licenses, and certificates to comply with all utility tariffs and laws governing the
  - generation,
  - storage,
  - transmission, and
  - distribution of electricity.
- The Property will remain connected to the utility grid even if the Solar PV System output is sufficient for all of the Property's energy needs.
- The Borrower will not be characterized or regulated as a public utility.
- Any power generated from the Solar PV System that is not consumed or stored on-site is only sold to the local utility, not to any other third party.
- Any battery storage system is designed only for on-site uses (e.g., peak shaving), and the Borrower has not arranged for ancillary services with any utility or third party.
- The Borrower executes Modifications to Multifamily Loan and Security Agreement (Mortgage Loan with installed Solar Photovoltaic System) (Form 6270).

Guidance

You should engage legal counsel with solar photovoltaic system experience and state-specific knowledge to review all applicable local laws, contracts, and agreements regarding the Solar PV System installation and operation, including:

- the interconnection agreement with local distribution company or utility;
- any net metering agreements;

- engineering, procurement, and construction contracts or agreements;
- any Operating and Maintenance Agreements;
- notice of Permission to Operate (or similar document) provided by local distribution company or utility;
- any supplemental financing or financing incentives (e.g., grants, tax credits, etc.) used by the Borrower to finance the Solar PV System to determine if any competing liens or other restrictions might result;
- any leases or contractual arrangements, such as agreements for
  - renewable energy certificates,
  - solar renewable energy certificates, or
  - purchasing power; and
- confirming that Borrower will not be deemed a public utility.

112.03 Solar PV System Module

☑ Requirements

The PCA must include an evaluation of the Solar PV System equipment and roofs/structures where the equipment is mounted per the Solar PV Module of Form 4099.

112.04 Underwritten NCF

☑ Requirements

When calculating Underwritten NCF:

- do not include any income derived from the Solar PV System, except for tenant utility reimbursement;
- any utility reimbursement income must
  - not exceed the trailing 12-month period, and
  - consider any decrease from the lower utility expense;
- utility expense must be supported by the trailing 12-month operating history; and
- include all additional Solar PV System operating expenses such as:
  - operating and maintenance contract fees;
  - fixed utility fees;

- incremental real estate taxes;
- insurance coverage; and
- Replacement Reserves for equipment replacement and/or system removal and reinstallation upon roof replacement.

Section 113 Oil/Gas Wells and Mineral Exploration

113.01 Active Oil and Gas Wells

Requirements

You must ensure the Property has no evidence of any surface entry related to active mineral, oil, or gas activities.

For Properties with mineral, oil, or gas exploration on an adjacent property, you must:

- Identify whether the exploration is active or inactive.
- Deliver a Phase I ESA for the Property reporting no Recognized Environmental Conditions.
- Confirm all mineral, oil, or gas:
  - equipment is located more than 600 feet from any Property boundary line; and
  - exploration on the adjacent property does not impact the health or safety of the Property's tenants or have a material adverse impact to its marketability.
- Confirm:
  - the adjacent property is not owned by an Affiliate of the Borrower; and
  - either:
    - no history of spills or leaks exists; or
    - if spills or leaks have occurred, all applicable permits are in place.

Guidance

Evidence of active mineral, oil, or gas activities on the Property may include:

- wells associated with production, exploration, or extraction;
- active storage or processing; or

- associated pits, ponds, or lagoons.

113.02 Inactive Oil and Gas Wells

☑ Requirements

You must ensure the Property has no evidence of inactive mineral, oil, or gas equipment, unless:

- the Property's Phase I ESA is acceptable;
- if the Property is subject to an oil and gas lease, the lease complies with Part II, Chapter 1: Attributes and Characteristics, Section 111.02B: Non-Material Commercial Lease Types; and
- for a refinance, all mineral, oil, or gas equipment has been removed, capped, and closed per regulatory requirements before closing, and you have a permit or closure letter from the governing authority; or
- for an Acquisition, you:
  - require the mineral, oil, or gas equipment/wells to be removed, capped, and closed per regulatory requirements within 180 days after the Mortgage Loan closing;
  - escrow the applicable cost to remove equipment, close wells, and remediate the site per regulatory requirements;
  - receive a permit or closure letter from the governing authority; and
  - modify the Environmental Indemnity Agreement as required by Fannie Mae.

Section 114 Property Management and Agreement

114.01 Property Management

☑ Requirements

You must confirm the Property's management team or company:

- manages other assets in the Property's same geographic area; and
- has adequate staffing and expertise
  - managing similar
    - multifamily assets, and
    - regulatory restrictions, and

- to ensure effective
  - administration,
  - leasing,
  - marketing, and
  - maintenance.

Guidance

An independent, professional Property management company is not required.

114.02 Property Management Agreement

Requirements

If the Borrower is not the Property manager, you must ensure the:

- Borrower has a written management agreement with a Property management company allowing Lender cancellation without penalty or prior notice in case of a Borrower default per the Loan Documents; or
- Borrower and Property manager complete the Assignment of Management Agreement (Form 6405).

Guidance

You should ensure the Property management agreement clearly states the

- Property manager's responsibilities, and
- amount of the management fee (or fee determination methodology).

Chapter 2 Valuation and Income

Section 201 Market Analysis

☑ Requirements

When structuring the Mortgage Loan, you must:

- evaluate the Property's market; and
- using objective factors, consider its
  - strengths, and
  - weaknesses.

Section 202 Appraisal and Valuation

202.01 Lender Appraisal Function

☑ Requirements

You must not allow your:

- Lender Loan Origination Functions to be involved or participate in any of your Lender Appraisal Functions, including:
  - selecting an Appraiser or ordering an Appraisal for a specific Mortgage Loan; or
  - maintaining lists of Appraisers approved or forbidden to perform Appraisals for you; and
- Lender Appraisal Functions to be involved in, or combined with, any Lender Loan Origination Functions.

Your Lender Loan Origination Functions are considered to be Restricted Parties who are prohibited from:

- ordering, managing, or defining the scope of work for an Appraisal assignment;
- selecting, retaining, recommending, or influencing whether an Appraiser is selected for:
  - a particular Appraisal assignment; or
  - a list of Appraisers approved or forbidden to perform Appraisals for you; and
- communicating with an Appraiser or Appraisal management company

without the Lender Appraisal Function included.

202.02 Appraisals

202.02A Appraiser Selection

☑ Requirements

You must:

- maintain a list of Appraisers generally approved to perform Appraisals;
- document the selection and approval of an Appraiser, per your Lender Appraisal Function processes, who is:
  - a Certified General Appraiser (or licensed or certified per state law, if that state does not use the Certified General Appraiser designation);
  - listed in good standing on the state roster per Title XI of FIRREA; and
  - actively prepares multifamily appraisals in the Propertys market;
- if an in-house Appraiser is used, ensure your Lender Loan Origination Function is separated from and cannot in any way influence (i.e., an ethical wall) the in-house Appraiser to:
  - prevent conflicts of interest; and
  - maintain Appraisal independence;
- require the Appraisal to:
  - be in a narrative format, using only objective factors;
  - be signed by the Appraiser;
  - be certified by the Appraiser to conform with current USPAP requirements; and
  - comply with:
    - Instructions for Appraisers (Form 4827); and
    - any governmental regulations in effect when the Mortgage Loan was originated, including
      - FIRREA,
      - all fair lending laws, and
      - all fair housing laws;
- provide the Appraiser all applicable documents needed to accurately

assess Property's value, including:

- the most recent PCA Report, or any other inspection reports (e.g., a structural engineering report);
- a rent roll dated within 60 days of the Appraisers inspection date;
- Property operating statements detailing
  - income and expenses for the previous year (if available, for the previous 2 years), and
  - year-to-date income and expenses;
- copies of:
  - any executed commercial leases, including all amendments and attachments;
  - any ground leases;
  - any easements or regulatory agreements; and
  - any PSA executed within 3 years before the Appraisal date;
- any Environmental Site Assessments;
- architectural plans, if the Property is not yet completed;
- site plans/surveys, if available;
- for a Moderate Rehabilitation Property, details of the
  - capital expenditures incurred, and
  - total construction costs; and
- any information that may affect the Appraisers estimate of the Propertys value; and

- not accept any Appraisal completed by an Appraiser selected, retained, or compensated by:
  - the Borrower;
  - the Sponsor;
  - any Key Principal;
  - any Guarantor;
  - for an Acquisition, the seller or any related party; or
  - any third party, including Mortgage Loan
    - Brokers, or
    - Correspondents.

Guidance

If final reports are unavailable, you may send draft versions of the

- PCA Report, and
- Environmental Site Assessments.

If the final reports differ materially from the drafts sent to the Appraiser, you must:

- forward the final reports to the Appraiser; and
- inquire whether the Appraisal should be updated based on the final reports.

202.02B Permissible Appraiser Communications

Requirements

When communicating with an Appraiser, you must comply with the Appraiser Communications table.

Appraiser Communications	
You may...	You must not...
• obtain supporting information for a specific market, including: - sales or rental comparable properties; - rent or expense data; - capitalization rate data; - recent sales; or - price per unit or square footage ranges; • provide all documents needed to accurately assess the Property's value per this Chapter; • share or request additional supporting comparable property information; and • request additional documents supporting the Appraisers conclusions.	provide any Mortgage Loan data, such as • LTV, • DSCR, • amount, or • Underwritten NCF.

202.02C Appraiser Independence

☑ Requirements

You must ensure no Person influences, or attempts to influence, the development, reporting, result, or review of an Appraisal through coercion, extortion, collusion, compensation, inducement, intimidation, bribery, or any other manner including:

- withholding, or threatening to withhold:
  - timely payment; or
  - future business;
- demoting or terminating, or threatening to demote or terminate, the Appraiser or any Appraiser employee;
- promising, either expressly or implicitly, the Appraiser or any Person related to the Appraiser:
  - future business;
  - promotions; or
  - increased compensation, including
    - financial benefits, or
    - non-financial benefits;
- conditioning the Appraisal order, or any bonus payment on
  - the Appraisals opinion of the Property's value, or
  - a requested preliminary value estimate;
- any Appraiser communications (other than providing a copy of the PSA for an Acquisition) regarding the Propertys anticipated, estimated, encouraged, or desired:
  - comparable properties;
  - capitalization rates; or
  - value or value range;
- providing the Appraiser a proposed or targeted loan amount;
- impairing, or attempting to impair, through any other act or practice, the Appraisers
  - independence,
  - objectivity, or
  - impartiality; or

- violating compliance with any law or regulation, including the USPAP.

To ensure the Appraisers independence, you must:

- implement written policies and procedures;
- ensure any Outside Parties involved in your Lender Appraisal Functions maintain Appraiser independence by confirming they do not also participate in your Lender Loan Origination Functions; and
- if requested, provide evidence confirming your Lender Loan Origination Functions are separate from your Lender Appraisal Functions.

Guidance

Appraisal Independence	
To ensure compliance, your written policies should include...	That describe...
Procedures	how you maintain independence between the Lender Appraisal Function and Lender Loan Origination Functions through • organizational measures (e.g., an ethical wall), • staffing, and • written documentation.
Disciplinary Rules	the consequences for not complying with the requirements, including • promotion delays, • compensation reductions, or • termination, in very severe cases.

Appraisal Independence	
To ensure compliance, your written policies should include...	That describe...
Training Programs	in-person or online training: • designed to aid compliance with the requirements; and • detailing policies outlining mandatory training - types, - content, - audiences, and - frequency.

202.02D Valuation Date

☑ Requirements

Valuation Date	
If the Appraisal Date is more than...	You must...
6 months before the Commitment Date	Instruct the Appraiser to update the Appraisal per Instructions for Appraisers (Form 4827).
12 months before the Commitment Date	Order a new Appraisal.

Guidance

You may be required to obtain a new or updated Appraisal if Fannie Mae determines the market deteriorated between the

- Appraisal Date, and
- Commitment Date.

202.02E Appraisals Ordered by Another Lender

☑ Requirements

If you Deliver a Mortgage Loan with an Appraisal prepared by an Appraiser selected by another lender, you must:

- make all representations and warranties to Fannie Mae regarding the Appraisal; and
- confirm it complies with this Guide.

202.02F Lender Appraisal Review

☑ Requirements

Your Lender Appraisal Functions must:

- review and approve each Appraisal for adequacy and compliance; and
- ensure the Appraisal includes:
  - an accurate description of the Property and the market, including:
    - the Propertys complete legal description;
    - any information you provided the Appraiser;
    - color photographs of the Propertys
      - exterior,
      - interior common areas,
      - typical unit interiors,
      - surrounding area,
      - rental comparables,
      - sales comparables, and
      - commercial rental comparables;
    - maps showing the Propertys location relative to the location of the
      - land comparables,
      - current rental comparables, and
      - sales comparables;
    - qualifications of the
      - Appraiser, and
      - any supervising Appraiser; and
    - a copy of your



    - complete signed engagement letter with the Appraiser, and
    - communications with the Appraiser regarding the Appraisal scope;

- an opinion of the Property's value per Part II, Chapter 2: Valuation and Income, Section 202.03A: Appraised Value, and supported by
  - market data,
  - logical analysis, and
  - sound professional judgment;
- an opinion of the Propertys insurable value; and
- an industry standard form of Appraisal appropriate for the Mortgage Loans
  - size, and
  - structure.

Your Lender Appraisal Functions must:

- return any report to the Appraiser that:
  - is incomplete; or
  - lacks credibility; and
- ensure your Appraisal review:
  - is documented in the Transaction Approval Memo;
  - is accompanied by all other Appraisals you ordered on the Property during the past 3 years;
  - includes a statement describing how the PCA conclusions impacted your determination of the Underwriting Value; and
  - uses supporting data from
    - your multifamily mortgage loan portfolio,
    - verified third-party valuations,
    - DUS Insights, or
    - other industry standard sources; and
- includes all information per the following Appraisal Analysis table.

Appraisal Analysis	
For...	You must...
Market Conditions	Confirm the Appraisal accounts for current market conditions, including • supply and demand dynamics, • interest rates, and • economic factors.
Data Accuracy	Verify the Appraisals data accuracy, including • Property details, • recent sales prices, and • relevant market data.
Property Inspections	Determine if the Appraiser conducted a thorough inspection of the Property per Instructions for Appraisers (Form 4827).

Appraisal Analysis	
For...	You must...
Comparable Analysis	• Determine if the Appraiser used comparable properties per Instructions for Appraisers (Form 4827) based on the similarity in: - size and/or unit count (on both a per-unit and a per-square foot basis); - type (e.g., high-rise, mid-rise, garden, etc.); - age; - condition; - in-unit finishes; - amenities; and - location, including ▪ market, ▪ submarket, and ▪ distance to subject. • If appropriate comparable properties were not used, either: - coordinate with the Appraiser to obtain additional comparable properties; or - provide the Appraiser additional comparable properties from Appraisals ▪ for any prior transactions you originated within the last 12 months before the Appraisal Date, or ▪ from any industry standardsources verifiable by the Appraiser.
Market Rents and Expense Analysis	If the Appraisers proforma income or expenses substantially differ from the Property's income and expenses used to calculate the Underwritten NCF, provide additional supporting comparable property data or rationale supporting your conclusions.

Appraisal Analysis	
For...	You must...
Capitalization Rate Analysis	Provide your assessment that the capitalization rate: • supports your final Underwriting Value; and • is within comparable capitalization rates compared to - your portfolio data, or - any other industry standardsources you use to review appraisals.
Value Reconciliation	• Review how the Appraiser reconciled the values obtained from different approaches to determine the final opinion of value. • Document your assessment.

For each Appraisal, your Lender Appraisal Functions must ensure all:

- Potential Red Flags for Mortgage Fraud and Other Suspicious Activity were considered and the review documented in the Transaction Approval Memo; and
- unresolved red flags were reported per Part I, Chapter 3: Borrower, Guarantor, Key Principals, and Principals, Section 310: Compliance.

202.02G Subsequent Appraisals

☑ Requirements

For any Mortgage Loan, you must not order, obtain, use, or pay for a subsequent Appraisal unless:

- you document in your Transaction Approval Memo that the initial Appraisal:
  - was not credible; or
  - violated legal and/or professional standards related to
    - USPAP, or
    - nondiscrimination; and
- the subsequent Appraisal:
  - is required per your pre-established written pre- or post-funding Appraisal review policy;

- adheres to a policy of selecting the most reliable Appraisal rather than the Appraisal with the highest value; or
- is required by law.

202.02H Appraiser Discontinuance or Misconduct

☑ Requirements

You must promptly notify:

- Fannie Mae if you discontinue using any Appraiser who completed Appraisals within the past 12 months for Mortgage Loans you Delivered; and
- Fannie Mae and the applicable state Appraiser certifying and licensing agency, or other regulatory body, if you believe an Appraiser is:
  - violating USPAP, fair lending, fair housing, or other applicable laws;
  - not complying with Instructions for Appraisers (Form 4827) in violation of its engagement with you; or
  - engaging in unethical conduct.

202.03 Valuation

202.03A Appraised Value

☑ Requirements

You must ensure:

- the Appraiser's engagement letter requires compliance with Instructions for Appraisers (Form 4827);
- the Appraiser provides an opinion of the market value on an "as is" basis;
- the Appraiser's opinion of the market value covers:
  - each separate Project per Part II, Chapter 1: Attributes and Characteristics, Section 103.01: Single Borrower Ownership; and
  - the aggregate market value of all Projects; and
- regardless of any allocation in the PSA, the Appraisers opinion of the market value excludes any value from any
  - Personal Property (only including fixtures if customarily valued as real estate in the market), and/or

- Intangible Property (only including business value for Seniors Housing Properties).

You may also request the Appraiser provide an opinion of the Property's market value on an "as completed" basis, but you must only use an "as completed" value if all of the following apply:

- less than 12 months have passed between the
  - Borrower's Acquisition, and
  - Commitment Date;
- for any capital improvements completed after the Mortgage Loan Origination Date to be considered in an "as completed" value, they must be:
  - Immediate Repairs listed in the PCA; or
  - improvements identified by the Borrower, if you agree the improvements will add Property value;
- all capital improvements are included in either the
  - Completion/Repair Schedule, or
  - Rehabilitation Reserve Agreement;
- sufficient funds to complete all capital improvements are deposited into either the Completion/Repair Escrow or the Rehabilitation Reserve Account:
  - for capital improvements identified as Immediate Repairs, the funds must cover any higher funding percentage you require; and
  - for capital improvements identified by the Borrower, the funds must cover the estimated cost (including a cost overrun allowance); and
- all capital improvements must be completed within:
  - 12 months after the Mortgage Loan Origination Date, if identified by the Borrower; or
  - any shorter time period per Part II, Chapter 4: Lease Audits, Inspections, and Reserves, Section 405: Completion/Repairs, if listed as Immediate Repairs.

202.03B Property's Ownership History

☑ Requirements



You must:

- analyze the Propertys financing and sale history for the last 3 years;
- for any Acquisition, review:
  - the PSA and deed; or
  - for the transfer of a Controlling Interest in the Borrower, the document conveying the ownership interest;
- address the following in your Transaction Approval Memo:
  - if an Acquisition occurred within the last 24 months, document the
    - circumstances of the sale, and
    - support for any increased Appraised Value by analyzing any
      - Net Cash Flow increases,
      - capitalization rate compression, and
      - value-add market drivers; and
  - if any stated sales price per the PSA differs from the transfer price per the public records or third-party reports, investigate and document the discrepancy;
- if an Acquisition occurred, confirm the seller was the Property owner in the real estate records when the PSA was signed;
- evaluate the PSA to:
  - clearly identify the
    - seller, and
    - purchaser; and
  - confirm the:
    - PSA is complete with no redactions, and deliver a copy to the Appraiser;
    - parties identified in the PSA match the parties in the deed (or for the transfer of a Controlling Interest in the Borrower, the document conveying the ownership interest); and
    - sale was an arm's-length transaction where no affiliation or identity of interest exists between the seller and purchaser;
- review the deed and other Acquisition documents to confirm the individuals signing on behalf of the seller and Borrower are authorized to



do so;

- review the final title company settlement statement on or before the Mortgage Loan Origination Date (including any adjustments to escrows and deposits made before closing) to confirm accuracy of the:
  - purchase price per the PSA;
  - closing costs; and
  - any cash in/out to the seller and purchaser; and
- in the Mortgage Loan Delivery Package, submit a copy of the:
  - PSA;
  - final deed (or for the transfer of a Controlling Interest in the Borrower, the document conveying the ownership interest); and
  - final title company settlement statement.

202.03C Underwriting Value

☑ Requirements

Your Underwriting Value must not exceed the Appraised Value, as reduced by necessary adjustments, accounting for:

- your analysis of the Property's sales history; and/or
- Property deficiencies that cannot be cured within 6 months after the Appraisal Date.

If less than 12 months have passed between the Borrower's Acquisition and the Commitment Date, your Underwriting Value must not exceed the lower of the

- Appraised Value, or
- sum of the:
  - Property's Acquisition price per the title company settlement statement;
  - cost of capital improvements or repairs that increase the Property's value, if:
    - completed and fully paid; or
    - sufficient funds for completion are deposited in the Completion/Repair Escrow or the Rehabilitation Reserve Account for a Moderate Rehabilitation Mortgage Loan per Part III, Chapter 3: Moderate Rehabilitation Mortgage Loans:

- on the Mortgage Loan Origination Date; or
- over the rehabilitation period in the Completion/Repair Escrow or Rehabilitation Reserve Account for an MAH Property per Part III, Chapter 7: Multifamily Affordable Housing Properties, Section 703.02E: Initial LIHTC Equity; and

- actual Acquisition costs, not exceeding 3% of the Acquisition price (but excluding all costs or fees paid to a Borrower Affiliate), including:
  - Origination Fee;
  - arm's length Acquisition fee (generally 1% - 2%) paid to an unrelated Person if documented in the settlement statement;
  - third-party report fees;
  - Borrower-paid legal fees incurred on your behalf;
  - title search and title insurance fees;
  - survey fees;
  - real estate and stamp taxes;
  - deed-recording fees; and
  - credit report charges.

Actual Acquisition costs must exclude any prepaid operating expenses or deposits applied toward future operating expenses or Property improvements, including:

- prepaid or escrowed
  - real estate taxes, or
  - insurance premiums;
- prepaid
  - utilities,
  - Mortgage Loan interest (including any interest rate buydown expense),
  - rents, or
  - security deposits;
- funded
  - Replacement Reserve (including any initial deposit),



- Interest Rate Cap cost,
- operating or Restabilization Reserve, or
- Borrower-controlled Property operating or capital accounts; and

- fees included in the Gross Note Rate, including any
  - Origination Fee, or
  - broker fee.

202.03D Allocated Value to Real Estate and Improvements

☑ Requirements

For any non-Seniors Housing Property Acquisition, you must review the PSA and the final title company settlement statement to determine if any portion of the Propertys Acquisition price is specifically allocated to Personal Property and/or Intangible Property.

If the Propertys Acquisition price allocates any portion to Personal Property and/or Intangible Property, the allocation is permitted if the Mortgage Loan amount in the Loan Documents, Delivered data, and final title company settlement statement, does not exceed 90.00% of the:

- Propertys Acquisition price; minus
- portion allocated to any other Intangible Property and/or Personal Property (excluding fixtures, if customarily valued as real estate in the market).

You must refer to Part III, Chapter 5: Seniors Housing Properties, Section 502.02: Ineligible Properties for a Seniors Housing Property.

Guidance

The following table is a sample calculation.

Sample Calculation	
Property's Acquisition price	$30,000,000
Appraised Value	$30,000,000
Underwritten Value	$30,000,000
Maximum 75% LTV	$22,500,000
Property's Acquisition price allocation:	$30,000,000

Sample Calculation	
• minus any allocation to Personal Property and/or Intangible Property	- $5,000,000
• equals Property's Acquisition price allocated to real estate and Improvements	$25,000,000
Mortgage Loan amount must not exceed 90.00% of the Propertys Acquisition price allocated to real estate and Improvements	$22,500,000 ($25,000,000 X 90.00%)

Section 203 Income Analysis

203.01 Underwritten Net Cash Flow (Underwritten NCF)

Guidance

When calculating the Property's Underwritten NCF, you should:

- use objective measures to determine the revenue generated and the expenses incurred;
- use the best information available, including
  - historical performance, and
  - anticipated operations;
- use best efforts to obtain operating statements for the prior 3 years;
- obtain the prior full-year operating statement or, at a minimum, one covering the trailing 6 months (annualized);
- request trailing 3-month physical and economic vacancy history if not included on the operating statement provided;
- use best efforts to obtain a current aged receivables report, listing rent delinquencies at day
  - 30,
  - 60, and
  - 90;
- review operating statement and rent roll updates, ensuring no inexplicable variances compared to previously provided statements;
- if variances are identified compared to previously provided statements, they should be

- investigated,
- reconciled, and
- documented in the Transaction Approval Memo; and

- consider if the Property can achieve the Underwritten NCF within 12 months after the Mortgage Loan Origination Date, absent
  - unexpected market conditions, or
  - other unforeseen events.

You may, for:

- Acquisitions only, rely on the Borrower's budgeted operating statements; and
- all Mortgage Loans, calculate the Underwritten NCF more conservatively, if warranted by specific Property circumstances.

☑ Requirements

You must:

- determine the reasonableness of the Propertys current income and expenses based on historical data from external real estate data aggregator services;
- if adjustments were made to any reviewed historical operating statement:
  - document and reconcile each individually adjusted line item; and
  - provide supporting detail in the Transaction Approval Memo; and
- use the following table to calculate Underwritten NCF for all Mortgage Loans unless another table is provided in the applicable Part III chapter based on the specific product.

REQUIRED UNDERWRITTEN NCF (CONVENTIONAL LOANS)		
Item	Function	Description
CALCULATION OF NET RENTAL INCOME		

REQUIRED UNDERWRITTEN NCF (CONVENTIONAL LOANS)		
Item	Function	Description
1		GROSS RENTAL INCOME actual rents in place for occupied units, plus market rents for vacant units based on a current rent roll (multiplied by 12). The Property must have Stabilized Residential Occupancy by Qualified Tenants. If the Property is located in New York City and subject to the J-51 Tax Incentive Program where the Borrower has decontrolled rent-stabilized units (a Decontrol Event), you must adjust the current rents to reflect no rent decontrol benefits: • Calculate the base rent as the rent amount per unit prior to the Decontrol Event date. • Use the base rent for each applicable unit to determine the Gross Rental Income. • Increase the base rent by the appropriate percentage allowed per New York City Rent Stabilization laws per annum through the present rent roll date.
2	PLUS	To the extent deducted as an operating expense, rents for other non-revenue units (e.g., model units deducted in the model apartment operating expense in the general and administrative category, or actual rent from employee units deducted in the employee operating expense in the payroll and benefits category).
	EQUALS	GROSS POTENTIAL RENT (GPR)
3	MINUS	Premiums (e.g., identifiable additional income from furnished units or short term leases) and/or corporate premiums (e.g., identifiable additional income from corporate units, housekeeping services, etc.).
4	MINUS	Physical vacancy market rents for vacant units based on a current rent roll (multiplied by 12).[1]
5	MINUS	Concessions - the aggregate amount of forgone residential rental income from incentives granted to tenants for signing leases, such as free rent for 1 or more months, move-in allowance, etc.[1]

REQUIRED UNDERWRITTEN NCF (CONVENTIONAL LOANS)		
Item	Function	Description
6	MINUS	Bad debt - the aggregate amount of unpaid rental income determined to be uncollectable, including any adjustments to other income for bad debt.[1]
	EQUALS	NET RENTAL INCOME (NRI)[2]

1 Adjust Item 4 such that the total of Items 4, 5, and 6 equals the greater of

• the difference between the trailing 3-month net rental collections (annualized) and GPR, or
• 5% of GPR.

2 NRI must reflect projected operations for the underwriting period.

a. You must assess the NRI using these parameters and fully support any changes:

• Assess the individual month NRI within the prior full-year operating statement or, at a minimum, an operating statement covering at least the trailing 6 months (annualized).
• If rents and collections are stable or increasing, and any negative fluctuation can be reconciled and adequately explained, you may use an NRI that exceeds the trailing 3-month NRI, provided the NRI does not exceed the highest 1-month NRI used in the trailing 3-month NRI calculation.

b. You must assess declines in NRI using these parameters:

• Assess if any decline occurred in NRI for the trailing 3-month period compared to the trailing 6-month period and the trailing 12-month period.
• If the decline in NRI for the trailing 3-month period is greater than 2% compared to either the trailing 6-month period or the trailing 12-month period, you must adjust the NRI downward to an amount that is 2% less than the lowest NRI for the trailing 1-month, 3-month, 6-month, or 12-month period.
• You must make a minimum 2% adjustment to NRI; however, you are expected to make additional downward adjustments as appropriate to reflect current market conditions not reflected in historical operations.

CALCULATION OF OTHER INCOME

REQUIRED UNDERWRITTEN NCF (CONVENTIONAL LOANS)		
Item	Function	Description
7	PLUS	Actual other income (except premiums and corporate premiums) generated through ongoing operations. The income must: • be stable; • be common in the market; • exclude one-time extraordinary non-recurring items; and • be supported by prior years. You must assess the individual month's other income within the prior full-year operating statement or, at a minimum, an operating statement covering at least the trailing 6 months (annualized). If there are fluctuations, you may use other income that exceeds the trailing 3-month other income (annualized), provided it does not exceed the highest 1-month other income used in the trailing 3-month other income calculation. When determining the other income, you must • adjust Items 8 through 12, and • include specific income for Items 13 through 15 when applicable.
CALCULATION OF COMMERCIAL INCOME		
8	PLUS	Actual income from leased and occupied commercial space per Part II, Chapter 1: Attributes and Characteristics, Section 111: Commercial Leases.
9	PLUS	Actual income from STR units.
10	MINUS	10% of the actual commercial space income (total of Items 8 plus 9).[3]
11	PLUS	Commercial parking income (e.g., public parking) that does not exceed actual trailing 12-month collections.[3]
3 If net commercial income is greater than 20% of EGI, then reduce to 20% of EGI.		

REQUIRED UNDERWRITTEN NCF (CONVENTIONAL LOANS)		
Item	Function	Description
12	PLUS	Premiums, provided that the income must: • be stable or increasing; • be typical (in type and amount) in the market; • be supported by prior years; and • not exceed the income generated over the most recent year or trailing 12-month period.
13	PLUS	Corporate premiums, provided that this income must: • not be included for more than 10% of the Property's units; • be stable or increasing; • be typical (in type and amount) in the market; • be supported by prior years; and • not exceed the income generated over the most recent year or trailing 12-month period.
14	PLUS	Laundry and vending.
15	PLUS	Parking - income from residential parking/garage spaces.

REQUIRED UNDERWRITTEN NCF (CONVENTIONAL LOANS)		
Item	Function	Description
16	PLUS	All other income, including the following: • application fees; • cable; • club house rental; • fees charged tenants for returned checks due to insufficient funds (NSF); • forfeited security deposits; • late fees; • miscellaneous; • non-refundable fees; • pet fees; • reimbursements; • storage; • temporary tenants; • utility; and • other. The following must not be included: • corporate tax and refunds; • delinquency; • Financial Accounting Standards Board 13 straight-line lease income; • gain on sale; • insurance proceeds; • interest income; • interest on security deposits; • mobile home sales; • partnership funds received; • sales tax collected; • security deposits collected; • security deposits returned; • straight-line lease income; and • tax reimbursement from real estate taxes.
	EQUALS	EFFECTIVE GROSS INCOME (EGI)
CALCULATION OF OPERATING EXPENSES		

REQUIRED UNDERWRITTEN NCF (CONVENTIONAL LOANS)		
Item	Function	Description
17	MINUS	Line-by-line stabilized operating expenses. Stabilized operating expenses are the expenses during normal ongoing Property operations, not affected by a • lease-up, • rehabilitation, or • other short-term positive or negative factors. Non-recurring, extraordinary expenses must not be included. You must access: • past operating history; • the Appraiser's expense analysis; • all information available to you (including Property contracts, utility bills, real estate tax assessments, insurance policies, and comparable assets); and • the Borrower's budget (in the case of an Acquisition). You must: • analyze historical operations at the Property; and • apply an appropriate increase over the prior year's operations in determining an estimate; and • include all STR-related expenses in their respective expense line items, including - cleaning, - furnishing, and - repairs.

REQUIRED UNDERWRITTEN NCF (CONVENTIONAL LOANS)		
Item	Function	Description
17(a)	MINUS	Property management fee equal to the greatest of: • 3% of EGI[4]; • actual property management fee, provided you - exclude any portion of a non-arm's length property management fee that is subordinated to the Mortgage Loan, and - include any known contractual fee increases occurring over the next 24 months; or • Appraiser's concluded market property management fee.
4 Minimum property management fee may be 2.5% of EGI (rather than 3% of EGI) provided that the: • underwritten management fee is at least $500 per unit; • actual management fee is equal to or less than the underwritten management fee (provided you exclude any portion of a non-arm's length property management fee that is subordinated to the Mortgage Loan); • Mortgage Loan has an original principal amount greater than $9 million; and • market management fees support the underwritten management fee for similarly sized properties.		

REQUIRED UNDERWRITTEN NCF (CONVENTIONAL LOANS)		
Item	Function	Description
17(b)	MINUS	Real estate taxes based on the greatest of: • actual future tax bill(s) covering a full calendar year; • prior full year's taxes multiplied by 103%; or • in California, the sum of: - any special assessments; plus - the millage rate multiplied by the greater of the ▪ Mortgage Loan amount, or ▪ assessed value. You must, for: • any Tax Abatement expiring within 36 months after the Mortgage Loan Origination Date, include fully assessed real estate taxes; • any Property whose sale would trigger an automatic reassessment, include any expected increase; • any Property with an annual or scheduled reassessment within 12 months after the Mortgage Loan Origination Date, include any expected increase; • all Properties: - use the most recently available assessed value (even if preliminary); and - do not use expected results from a protest, unless the protest is legally binding on the Borrower and taxing authority. If the Property has real estate Tax Abatements they must: • be in effect at closing, per written documentation from the state or local tax assessor; and • survive a foreclosure on the Mortgage Loan such that Fannie Mae or a subsequent owner will automatically retain the Tax Abatement (i.e., it is tied to the Property and not the owner).

REQUIRED UNDERWRITTEN NCF (CONVENTIONAL LOANS)		
Item	Function	Description
17(b) continued	MINUS	If the timeframe for the Tax Abatement is shorter than the Mortgage Loan term, or begins phasing out or expires within 5 years after the Maturity Date, you must consider: • a Bifurcated Mortgage Loan structure (i.e., 2 notes secured by a single first Lien Security Instrument); • an amortization schedule that accommodates the elimination of the Tax Abatement; or • providing clear justification and support in the refinance analysis.
17(c)	MINUS	Insurance equal to: • the quoted expense, for insurance policies with a bona fide written quote from a reputable broker for a new 12-month policy; or • for insurance policies with a remaining term of: - less than 6 months, 110% of the current expense; or - 6 to 12 months, 105% of the current expense. For an Acquisition: • only underwrite premiums from the purchaser's carrier; and • disregard the seller's current insurance - premiums, or - estimates. If the Property's area is prone to Catastrophic Events, ensure the expense aligns with the market.

REQUIRED UNDERWRITTEN NCF (CONVENTIONAL LOANS)		
Item	Function	Description
17(d)	MINUS	Utilities, including the following: • building lights; • dumpster rental; • electricity; • fuel oil; • heat; • natural gas; • non-common area electric; • parking lot electric; • parking lot lights; • septic; • trash removal (including contract); • utilities; • vacant unit utilities; and • other.
17(e)	MINUS	Water and sewer.

REQUIRED UNDERWRITTEN NCF (CONVENTIONAL LOANS)		
Item	Function	Description
17(f)	MINUS	Repairs and maintenance, including the following: • appliances; • building; • carpet; • cleaning; • common area maintenance; • decorating; • electrical; • elevator; • equipment repairs; • exterminating services; • floor covering replacement; • HVAC; • janitorial; • landscaping (exterior); • landscaping (interior/plants); • lawn and grounds; • lock/keys; • maid service; • make ready; • mechanical; • painting; • parking lot; • parking lot lighting repair; • pest control; • plumbing; • pool; • rubbish removal; • scavenger; • snow removal; • supplies; • supplies (cleaning); • turnover; • vacancy preparation; • water irrigation; • water treatment; • window covering repair/replacement (minor); and • other.

REQUIRED UNDERWRITTEN NCF (CONVENTIONAL LOANS)		
Item	Function	Description
17(g)	MINUS	Payroll and benefits, including the following: • 401 k; • bonuses; • contract labor (carpet cleaning); • contract labor (make ready); • contract work; • custodian salary; • employee benefits; • employee expense; • employee insurance; • FICA; • health benefits; • labor plumbing; • manager salaries; • payroll and benefits; • payroll and processing; • payroll taxes; • salaries; • salaries maintenance; • security personnel's salary; • subcontracted labor; • temporary help; • unemployment insurance; • worker's compensation; and • other.

REQUIRED UNDERWRITTEN NCF (CONVENTIONAL LOANS)		
Item	Function	Description
17(h)	MINUS	Advertising and marketing, including the following: • apartment finder/guide; • banners; • brochures; • building signage; • finder's fee; • media commissions; • newspaper ads; • promotions; • resident relations; • signage; • supplies (marketing); • tenant relations; • Yellow Pages; and • other.
17(i)	MINUS	Professional fees, including the following: • accounting or tax preparation fees; • architectural fees; • attorney fees; • bookkeeping fees; • engineering fees; • legal fees/expense; • professional fees; and • other.

REQUIRED UNDERWRITTEN NCF (CONVENTIONAL LOANS)		
Item	Function	Description
17(j)	MINUS	General and administrative, including the following: • ad valorem tax; • administrative fee; • alarm system; • answering service; • auto leasing; • auto repairs; • bank charges; • broker commission/fees; • business license; • cable; • cell phone/pager; • commissions; • computer repairs; • courtesy patrol; • credit check; • donations; • education; • entertainment; • equipment lease/rental; • eviction expense; • fire extinguisher; • freight and shipping; • leased equipment; • leasing commissions; • leasing office expense; • licenses; • life safety;

REQUIRED UNDERWRITTEN NCF (CONVENTIONAL LOANS)		
Item	Function	Description
17(j) continued	MINUS	• mileage; • miscellaneous general and administrative expenses; • model apartment; • moving expense; • office supplies; • office unit (non-revenue unit); • permits; • personal property taxes; • postage; • printing; • public relations; • rental commissions; • rental expense; • security; • security vehicle and maintenance vehicle; • space designs and drawings; • subscription dues; • telephone; • travel; • truck repairs; • uniform service; • utility vehicle; • vehicle lease; • vehicle repair and expense; and • other.

REQUIRED UNDERWRITTEN NCF (CONVENTIONAL LOANS)		
Item	Function	Description
17(k)	MINUS	Other expenses, including the following: • ancillary expense; • franchise taxes and fees; • general building; • miscellaneous; • ongoing costs associated with any Interest Rate Cap Agreement; • other expenses/costs; and • for STR: - taxes, fees, etc. imposed by the governing jurisdiction; and - if applicable, the difference in actual lease STR income and an equivalent market rate apartment rent (as if leased as an apartment unit). For example, if actual lease STR income for a unit is $1,000 and market rate residential rent for that unit is $900, then deduct $1,200 ($1,000 - $900 = $100 x 12 months) as an "other" expense. Do not include the following: • amortization; • depreciation; • entity (i.e., filing, license, etc.); • financing fees; • initial or upfront costs associated with any Interest Rate Cap Agreement; • interest; • legal fees associated with securing Mortgage Loans; • life insurance; • owner's draw; • partnership fees; • principal payments on any loan; • sales tax paid; and • trust account fees.

REQUIRED UNDERWRITTEN NCF (CONVENTIONAL LOANS)		
Item	Function	Description
18	MINUS	For a Condominium Property or a Shared Use Property: • annual assessment fees, including any expected assessment fee escalation; and • any known special assessments.
19	MINUS	Ground rent for any Ground Lease or any master lease. Ground Lease bonus rent and/or escalations during the term of the Mortgage Loan must be considered when calculating Underwritten NCF and analyzing refinance risk.
	EQUALS	UNDERWRITTEN NOI
20	MINUS	Replacement Reserve expense, including a • minimum annual amount of $200 per unit, or • greater amount if required in Part II, Chapter 4: Lease Audits, Inspections, and Reserves, Section 406: Replacement Reserve. Replacement Reserve expense must be included whether the escrow is funded or not.
	EQUALS	UNDERWRITTEN NCF

203.02 Underwritten DSCR

☑ Requirements

You must calculate Underwritten DSCR per the following table.

Item	Function	Description
1		Underwritten NCF per Part II, Chapter 2: Valuation and Income, Section 203.01: Underwritten Net Cash Flow (Underwritten NCF).

Item	Function	Description
2	DIVIDED BY	Annual debt service for the Mortgage Loan amount. You must base debt service on a level debt service payment, including amortization, and the greater of the • actual note rate, or • required Underwriting Interest Rate Floor per Form 4660 .

When calculating Underwritten DSCR for a Mortgage Loan with an interest-only period, you must use the same level debt service payment, including amortization, regardless of the length of the interest-only period.

The Underwriting Interest Rate Floor, if applicable, is the lowest interest rate you may use to determine the Mortgage Loan amount.

If the Gross Note Rate is below the required Underwriting Interest Rate Floor, per Form 4660, you must use the Underwriting Interest Rate Floor to establish the permitted Mortgage Loan amount.

All underwriting Tier requirements must be based on the Underwritten NCF.

Section 204 Refinance Risk Analysis

☑ Requirements

You must prepare an exit strategy analyzing the Borrower's ability to refinance the Mortgage Loan in the year after the Maturity Date (e.g., use the projected NCF in year 11 for a Mortgage Loan with a 10-year term), by calculating a:

- reversion cap rate, which is the expected capitalization rate able to be supported per the projected NCF; and
- Refinance Interest Rate.

204.01 Base Assumptions

☑ Requirements

For Loan Year 1, use the Underwritten NCF. For all subsequent Loan Years, you must derive proforma NCF as follows:

Factor	For...	Use...
Income Growth Rate	• Structured Transactions, and • Mortgage Loans secured by multiple Properties	2%.
	All other Mortgage Loans	the growth rates published in DUS Gateway for the Property.
Economic Vacancy	All Mortgage Loans	the underwritten economic vacancy rate.
Real Estate Taxes	California Properties	• for Acquisitions, 2%; or • for refinances, no trending is required until the year when the actual tax bill would surpass the underwritten taxes, then trend by 2%.
	Non-California Properties	• 3% for - Structured Transactions, and - Mortgage Loans secured by multiple Properties; and • for all other Mortgage Loans, the growth rates published in DUS Gateway for the Property.

Factor	For...	Use...
Real Estate Tax Abatements	All Mortgage Loans	• if a Tax Abatement begins a phase out or expires within 5 years after the Maturity Date, fully assessed real estate taxes; and • if a Tax Abatement expires or taxes are expected to rise during the Mortgage Loan term, increase taxes to the expected level, then trend by: - 3% for ▪ Structured Transactions, and ▪ Mortgage Loans secured by multiple Properties; or - the growth rate published in DUS Gateway in the year prior to the adjustment for all other Mortgage Loans.
Management Fee	All Mortgage Loans	the underwritten rate.
Replacement Reserves	All Mortgage Loans	the underwritten value.
Insurance and Other Expenses	• Structured Transactions, and • Mortgage Loans secured by multiple Properties	3%.
	All other Mortgage Loans	the growth rates published in DUS Gateway for the Property.

You must estimate the Mortgage Loan UPB at the Maturity Date as follows:

For...	Use...
Amortization	• 30 years, or • the amortization for the applicable product or features.
DSCR	The minimum Tier 2 DSCR for the applicable product or features, per Form 4660 .
LTV	The maximum Tier 2 LTV for the applicable product or features, per Form 4660 .

Guidance

In most cases, the combined effect of principal amortization and NCF growth should result in a refinancing at the minimum DSCR and maximum LTV for Tier 2, using a reasonable interest rate.

You should consider the following refinance parameters:

- A target reversion capitalization rate at least 2.0% greater than the initial capitalization rate used for determining Underwriting Value.
- A Refinance Interest Rate at least 2.00% greater than the Gross Note Rate.

204.02 Alternative Assumptions

Requirements

You must:

- present an alternative risk analysis using assumptions that deviate from the base assumptions if:
  - you determine the base assumptions do not appropriately estimate the Property's NCF over the Mortgage Loan term; or
  - third-party data providers project rent growth materially below Fannie Mae growth rates published in DUS Gateway;
- identify and support any deviations with
  - reliable evidence, and
  - historical and projected market trends; and
- state your conclusions, discussing any mitigating factors, such as the:
  - strength of the



- Sponsor, or
- submarket; and

- Property's
  - characteristics,
  - operating history, and
  - performance.

Guidance

Income and Expense Growth Rates: Income and expense trending should incorporate projected market rates based on general economic, market, and submarket conditions from industry standard sources, as well as the Property's characteristics. For example:

- Rents on recently signed leases should only be used for estimating income growth in Loan Years 1 and 2.
- Rent projections greater than the Base Assumption Income Growth Rate should not be used beyond Loan Year 4.
- When improvements in market economic occupancy or sustained market rental rate increases are widely anticipated, growth trends above the Base Assumption Income Growth Rate may be supported.
- Projections of income growth resulting from Property renovations or improved operations should be limited to the first 3 Loan Years.
- When a Property is subject to a scheduled reassessment or a Tax Abatement phase-in period, tax expense should be adjusted appropriately.
- If a Tax Abatement begins a phase out or expires more than 5 years after the Maturity Date, consider if the increased expense within 10 years after the Maturity Date may affect the Borrower's ability to refinance, and warrants
  - a lower Mortgage Loan amount,
  - faster amortization, or
  - a reduced interest-only period.
- When you expect to incur costs for tenant improvement allowances and leasing commissions, or to realize rent increases from the rollover of tenants, commercial income should be adjusted appropriately.
- A substantially renovated Property, with improved in-unit finishes and/or

new/renovated amenities, may experience different income and expense growth rates than properties of the same age; therefore, growth trends differing from the Base Assumption Income Growth Rate may be supported.

Economic Vacancy: Properties in submarkets with depressed economic conditions due to temporary demand or supply issues may be modeled to reflect the economic vacancy projected by a reliable source. If you expect a decrease in vacancy to achieve stabilized levels, you should consider

- the anticipated timing, and
- effect of decreased economic vacancy on projected income growth over the same time period.

Section 205 Cash Out Analysis

☑ Requirements

You must:

- examine the risk of allowing cash out to the Borrower (see Form 4660 for a description of cash out transactions); and
- for New Construction, consider the Mortgage Loan amount relative to the Property's total development cost basis.

When underwriting a cash-out transaction, you must consider and document in the Transaction Approval Memo:

- the amount of hard equity remaining in the Property's debt structure, excluding prior permanent financing costs, such as interest or prepayment premium;
- the length of time the Borrower has owned the Property;
- the Property's
  - effective age, and
  - current physical condition;
- over the ownership period, any improvement in
  - asset quality,
  - the Property's operations (i.e., its NCF), or
  - value;
- if the Property's value increased due to an increase in NCF, rather than a



decrease in the capitalization rate; and

- for New Construction, the Property's total development costs basis per the New Construction table:

New Construction	
For...	The Property's total development cost basis includes...
Land	• Purchase price; plus • Value created since Acquisition from - zoning changes, - demolition, - infrastructure improvements, - parcel assembly over time, and - other subjective entitlements. Note: Valuation should be supported by recent land sale activity on a market and cash basis.
Hard Costs	Expenses for: • items including - substructure, - shell, - interiors, - construction services, - equipment, and - furnishings; • developer fee (8% maximum); and • general contractor fee (10% maximum).

New Construction	
For...	The Property's total development cost basis includes...
Soft Costs	Fees for: • Appraisal, market studies, etc.; • professional services, including - architecture, - engineering, - consulting, - legal, and - accounting; • review, impact, and testing (i.e., surveys, feasibility, environmental, geotechnical); • building permits and utility access; and • any HUD and LIHTC processing.
Construction Financing Costs	Expenses for: • construction loan financing, including - interest, and - origination fee; • construction period - real estate taxes, - insurance, and - utilities; and • Bond related fees.
HUD or LIHTC New Construction	Amount supported by the Cost Certification.

Cash Out Transaction Support	
Factor...	Must...
Cash Out Proceeds	Be commensurate with the length of the ownership period.

Cash Out Transaction Support	
Factor...	Must...
Property Condition	Have improved or been good over the ownership period.
Property NCF	Have improved over the ownership period.
Property Value	Have increased due to higher NCF over the ownership period.

Section 206 Borrower Business Plan

☑ Requirements

For Acquisitions or refinances where the Property is being repositioned through a substantial capital improvement plan, you must analyze (and document in your Transaction Approval Memo) the:

- Sponsors:
  - business plan (either through a written plan or by a conversation with the Sponsor), including
    - market rent growth expectations,
    - any planned capital improvements,
    - any expected rent premiums after renovations,
    - operating expense management, and
    - value appreciation through capitalization rate compression;
  - expected ownership period for the Property relative to the Mortgage Loan term; and
  - expected investment returns from owning/operating the Property, assuming
    - Acquisition at the Underwriting Value, and
    - a hypothetical disposition at the Mortgage Loans Maturity Date;
- Mortgage Loans Underwritten Capitalization Rate; and
- motivation in the Propertys investment compared to the Borrowers other investment alternatives.

Section 207 Rent-Stabilized Properties



Guidance

For Rent-Stabilized Properties (e.g., located in New York State), you should:

- underwrite Property income based on current rents;
- exclude any potential rent increase for units converting to market rate from the projected NCF in the refinance risk analysis;
- assess and stress the cap rate used to determine the Underwriting Value, and consider obtaining an Appraisal before Rate Lock;
- for fund Sponsors or other Sponsors requiring minimum investment returns, consider whether the Sponsor's interests are aligned with the limited rent increases allowed under the law; and
- fund the Replacement Reserve to maintain the Property's physical condition.

Chapter 3 Legal Compliance

Section 301 Zoning and Legally Non-Conforming Status

301.01 Zoning

☑ Requirements

For each Property, you must:

- identify the current zoning or land use designation;
- determine if the existing Property use (e.g., multifamily, single-family, mixed use, Manufactured Housing Community, etc.) is expressly permitted per current zoning and land use laws and regulations; and
- confirm the Property's characteristics (e.g., building height, density, set-back lines, etc.):
  - conform to current zoning requirements and land use designations; or
  - are legally non-conforming per applicable zoning or land use laws and regulations.

If you order a Zoning Report from a zoning consultant, you must:

- upload the zoning report to DUS Docway in Folder II; and
- deliver structured data per the Zoning Report Data Supplement (Form 4089).

301.02 Legal Non-Conforming Use

☑ Requirements

If the Property is a legal non-conforming use, you must:

- ensure the Borrower executes Modifications to Multifamily Loan and Security Agreement (Legal Non-Conforming Status) (Form 6275);
- confirm, following a casualty, the percentage of damage to the Propertys Improvements (i.e., the destruction threshold) at which the Property jurisdiction would prohibit the rebuilding of all impacted Improvements to the pre-casualty use and condition under current
  - laws,
  - zoning requirements, and
  - building codes; and

- if the destruction threshold is less than 50%, not Deliver the Mortgage Loan.

301.03 Legal Non-Conforming Characteristics

Requirements

If the Property's characteristics are legally non-conforming, you must:

- ensure the Borrower executes the Modifications to Multifamily Loan and Security Agreement (Legal Non-Conforming Status) (Form 6275);
- confirm whether, if fully or partially destroyed, the Property's Improvements can be fully rebuilt to the pre-casualty condition per current
  - laws,
  - zoning requirements, and
  - building codes; and
- if the Propertys Improvements cannot be fully rebuilt to the pre-casualty condition,
  - evaluate if the as-rebuilt Property will support the Mortgage Loan at the current Tier, and
  - document your analysis in the Transaction Approval Memo.

Guidance

To assess the Borrower's ability to rebuild Improvements on a non-conforming Property to a level that will support the Mortgage Loan at the current Tier, you should consider:

- conducting a threshold analysis to determine the resulting actual amortizing DSCR if the reconstructed Improvements cannot be rebuilt as-is per current law;
- the likelihood of a casualty event (e.g., wind, earthquake, fire, flood, mine subsidence, etc.);
- the percentage of damage to the Improvements at which the Propertys jurisdiction will require the Property be rebuilt to current zoning and land use requirements (i.e., the destruction threshold);
- which Property characteristics the destruction threshold percentage applies to, such as
  - market value,



- assessed value,
- replacement cost, or
- unit count;

- for Properties with multiple buildings, if the destruction threshold percentage applies to
  - each building, or
  - all buildings as a whole;
- the replacement cost to rebuild per current requirements for
  - zoning, and
  - land use;
- the Propertys continued
  - marketability, and
  - economic viability;
- the amount and type of Borrower-maintained insurance coverage required per Part II, Chapter 5: Property and Liability Insurance, Section 501.02E: Ordinance or Law Insurance;
- insurance loss proceeds payout, compared to increased rebuilding costs, including from
  - building code changes,
  - Americans with Disabilities Act compliance, and
  - the municipality's local zoning requirements (e.g., green compliance for new buildings, etc.);
- the sufficiency of estimated insurance proceeds from ordinance or law insurance and other coverages to repay the Mortgage Loan in the event of partial or full
  - casualty, or
  - condemnation; and
- for a Tier 3 or Tier 4 Mortgage Loan, if requiring execution of the Limited Payment Guaranty (Form 6020.LPG) would mitigate the risk of the as-rebuilt Property not supporting a Tier 2 Mortgage Loan.

Section 302 Easements

Requirements

You must evaluate the impact of all easements (public and private), including their effect on:

- the Property's value and marketability; and
- life safety issues, environmental risks, and acceptability in the market area for certain types of easements, such as for
  - transcontinental pipelines,
  - high power electric transmission lines, or
  - drainage channels.

Guidance

Easements for normal utilities are generally acceptable, including those that provide natural gas, water, sewer, electricity, or telephone service to the Property.

Easements that serve other properties will generally be acceptable if they

- do not interfere with Improvements on the Property,
- are limited to residential and reasonable commercial use, and
- are covered by appropriate insurance.

Section 303 Liens and Encumbrances

303.01 Generally

Requirements

You must ensure that the Property is free of all Liens and rights of others, except for

- Permitted Encumbrances, and
- cable and laundry leases per Part II, Chapter 1: Attributes and Characteristics, Section 111: Commercial Leases.

You must analyze any restrictions on Improvements or the use of the Property, in order to

- determine whether the restrictions are acceptable, and
- make recommendations for addressing the restrictions.

Examples of restrictions that must be analyzed include restrictive covenants and any restrictions that have been offered, or accepted, in order to obtain a zoning approval or building permit.

If a non-MAH Property has an Affordable Regulatory Agreement, it must be subordinated to the Security Instrument Lien per Part III, Chapter 7: Multifamily Affordable Housing Properties, Section 705: Affordable Restriction Checklist and Subordination and Standstill Agreements.

Guidance

When determining whether a restriction is acceptable, you should consider whether a restriction could negatively impact the Property's

- value,
- use,
- security,
- marketability, or
- ability to generate NCF sufficient to pay debt service.

Requirements

You must analyze the impact of any restriction on the conversion of a Property to a condominium or similar development.

Guidance

A restrictive covenant on condominium conversions will generally not have a negative impact if all of the following apply:

- The conversion restriction is for a period of 10 years or less.
- Any repurchase option or right of reversion in favor of a benefitted party:
  - is unconditionally subordinated to the Lien of the Security Instrument and to the Mortgage Loan;
  - includes an unconditional standstill provision prohibiting the exercise of such option or right while the Mortgage Loan is outstanding; and
  - automatically ends if a Foreclosure Event occurs.
- The covenant provides that no mortgagee, trustee, or beneficiary under any mortgage or deed of trust will be liable for any act, omission, or indemnification obligation of the Borrower or any prior or subsequent owner of the Property.
- The covenant does not require any mortgagee, trustee, or beneficiary

under a mortgage or deed of trust to execute an assumption or similar agreement if a Foreclosure Event occurs.

303.02 Property Previously Secured Bond Financing

Requirements

If the Property...	You must...
Previously secured taxable or tax-exempt bonds	• determine if the Property is subject to any requirements, restrictions or other features that survived repayment, and • analyze whether the surviving features will have a material adverse impact on you, Fannie Mae, or the Mortgage Loan.
Currently secures taxable or tax-exempt bonds that are being retired with proceeds of the Mortgage Loan	• review the bond documents, and • analyze the impact of any surviving features of the financing.

Guidance

A Property that secures, or has secured, bonds may be subject to certain requirements, restrictions, or other features that survive repayment of the bonds such as:

- rent, income, transfer, or other restrictions;
- master lease requirements that support such restrictions; and
- indemnification or other requirements that could
  - burden a future owner,
  - depress the value or marketability of the Property, or
  - prevent or inhibit foreclosure of a lien securing new financing.

Operating Procedures

For any bonds being retired with the proceeds of a Mortgage Loan, you must prepare a written summary of the bond documents that:

- explains why any surviving features of the financing will not have a materially adverse effect on the Mortgage Loan, the Property, you, or

Fannie Mae;

- gives an overview of the redemption process for retiring the bonds; and
- is uploaded into DUS Gateway prior to Commitment.

Section 304 Title Insurance

Requirements

You must comply with the Title and Closing Requirements for Multifamily Mortgage Loans (Form 4650).

Section 305 Survey

305.01 Decision to Obtain a Survey

Requirements

You must decide whether to get an as-built survey and comply with:

- Part II, Chapter 3: Legal Compliance, Section 305.02: Survey, if you require a survey; or
- Part II, Chapter 3: Legal Compliance, Section 305.03: Decision Not to Obtain a Survey, if you do not require a survey.

305.02 Survey

Requirements

If you require an as-built survey, it must:

- meet the requirements of an ALTA/NSPS Land Title Survey (made per the 2026 Minimum Standard Detail Requirements), including the required certification; and
- allow the title company to delete the standard survey exception from the title policy.

Guidance

An acceptable as-built survey:

- should include these items from Table A to all the ALTA/NSPS Minimum Standard Detail Requirements: 1, 2, 3, 4, 6(a) and (b), 7(a), 8, 9, 10, 13, 16, 18, and 20;

- may omit the following from Table A:
  - item 1 for a Property with a lot and block legal description; and/or
  - item 10, if there are no party walls; and
- should be dated within 360 days before recording the Security Instrument.

Requirements

If an existing survey dated more than 360 days before the effective date of the title insurance policy is used, it must satisfy all Title Insurance Company requirements for the deletion of the standard survey exception.

Guidance

The Title Insurance Company may require a no new improvements affidavit from the Borrower certifying that no changes have been made to the Property since the date of the survey. An existing survey dated within 360 days before the effective date of the title insurance policy, but not prepared in connection with the origination of the Mortgage Loan, may be recertified to you, the Title Insurance Company, and Fannie Mae for the Mortgage Loan.

You should consider whether an adverse circumstance found by a survey would be acceptable. Examples include:

- encroachments over boundary lines, setback lines, or easements; and
- the absence of necessary appurtenant easements, such as a storm or sanitary sewer easement.

305.03 Decision Not to Obtain a Survey

Requirements

If you do not require an as-built survey:

- either you or the Appraiser must conduct a visual inspection of the Property;
- any visible site condition (such as an easement, right-of-way, or encroachment) must be disclosed and insured under the title policy; and
- the title company must delete the standard survey exception from the title policy.

305.04 Location of Improvements

Requirements

Whether or not you decide to get an as-built survey, Part II, Chapter 5: Property and Liability Insurance, Section 502: Catastrophic Risk Insurance requires you to determine if any Improvements are located in an SFHA Zone A or Zone V.

Section 306 Security Interests in Personal Property

306.01 Uniform Commercial Code (UCC) Financing Statements

Requirements

You must:

- Ensure that the Security Instrument creates a Lien on all Personal Property.
- Ensure that the Lien is a perfected first priority Lien.
- Assign each UCC security interest to Fannie Mae.

306.02 Creating and Perfecting the Security Interest

Guidance

Article 9 of the UCC covers the perfection of a security interest in Personal Property.

The following table describes how to create and perfect a security interest.

To	Do the following
Establish whether the Borrower or a third party owns the Personal Property	Confirm that the Borrower has provided a representation of ownership in the Underwriting Certificate (Borrower) (Form 6460.Borrower).
Verify that no other party has a Lien on the Personal Property	Conduct searches for UCC financing statements, tax Liens, and judgments on all relevant parties to the transaction.

To	Do the following
Obtain a perfected first security interest in the Personal Property	• Obtain a security agreement from each third party that owns Personal Property. • Verify that the Security Instrument and each third party security agreement contains a granting clause creating a security interest in all Personal Property. • File a UCC-1 financing statement in the appropriate filing and recording office(s), with a description that matches the security interest granted in the Security Instrument.
Assign the security interest from you to Fannie Mae	File an appropriate assignment (e.g., UCC-1Ad; UCC-3) in the same office(s) where the UCC-1 is filed or recorded.

Chapter 4 Lease Audits, Inspections, and Reserves

Section 401 Lease Audit

401.01 Generally

☑ Requirements

Before the Commitment Date, you must:

- complete a thorough lease audit to reconcile the rent roll with the Propertys signed leases; and
- comply with the following table.

Lease Audit Review	
For Properties with...	You must review at least...
5 - 9 units	all available leases.
10 - 100 units	the greater of • 5 units or • 10% of all leases.
101 - 300 units	10% of all leases.
301 - 900 units	40 leases.
901+ units	50 leases.

When auditing the leases, you must:

- analyze the entire tenant file, including, whenever available
  - identification records,
  - verification of employment and income, and
  - credit verifications;
- audit leases for all inspected units;
- include new and recently renewed leases to verify rent trends;
- increase the number of leases reviewed if you find
  - material discrepancies, or
  - lack of adequate documentation in the files;

- document your results in a lease audit form; and
- summarize the results in your Transaction Approval Memo, including any documents that were unavailable for review, and why.

If the management company engages a third party to review and approve the tenant qualification documents, you must:

- review the documents; and
- explain your rationale in the Transaction Approval Memo if any documents are unavailable for review (e.g., a national tenant qualification firm completed and documented the review, etc.).

401.02 Lease Audit Notification

☑ Requirements

Before the inspection, you must email the Borrower and management company:

- specifying the minimum lease audit requirements; and
- requesting full records access to ensure your ability to perform additional due diligence for any identified critical issues.

401.03 Validating Rent Collections, Bad Debt, and Secondary Income

☑ Requirements

When validating rent collections, you must:

- review 1 of the following:
  - a cash ledger;
  - receipts journal;
  - at least 3 months of bank statements confirming the rent deposits; or
  - similar documents;
- meet with the site manager to obtain and discuss:
  - an accounts receivable report; or
  - past rent due report;
- compile a lease audit form or record to validate the lease terms against the Propertys rent roll; and

- document your findings in the Transaction Approval Memo.

You must use the Appraisal, other comparable Property information, or third-party data sources to validate secondary income related to:

- ratio utility billing system (RUBS);
- cable;
- laundry;
- parking; or
- any other tenant income.

Guidance

You should confirm the management company uses:

- acceptable practices for day-to-day operations; and
- industry-standard software systems to generate detailed reports.

You may obtain sample management company reports, such as

- rent rolls,
- operating statements,
- operating budgets,
- capital improvement plans, and
- marketing.

Section 402 Site Inspections

402.01 Physical Inspections

402.01A Generally

Requirements

You must:

- before the Commitment Date, ensure your qualified employee per Part V, Chapter 5: Surveillance, Section 502.05A: Qualifications:
  - performs a physical Property inspection;
  - confirms the status of all units selected for inspection below (e.g., whether occupied or vacant), per a current rent roll;

- completes the MBA Standard Inspection Form using their own photos; and
- compares the consistency of their photos with the
  - PCA, and
  - Appraisal;

- confirm the MBA Standard Inspection Form is accurate and complete; and
- not Deliver any Mortgage Loan with a Property Condition Rating of 4 or 5.

Guidance

You may allow the PCA Consultant to complete the General Information tab of the MBA Standard Inspection Form.

402.01B Selecting Units

Requirements

To determine the minimum number of units to inspect, you must:

- use the Physical Property Inspection table; and
- increase the number by 25% if some units are not accessible.

Physical Property Inspection	
For Properties with...	You must inspect at least...
5 - 9 units	all available units.
10 - 100 units	the greater of • 5 units or • 10% of all units.
101 - 300 units	10% of all units.
301 - 900 units	40 units.
901+ units	50 units.

When choosing which units to inspect, you must:

- randomly select floors and units;
- include:

- all unit types and as many different floors as possible;
- units from all buildings;
- all units vacant for more than 90 days, unless the Property is a Near Stabilized Property;
- all down units (i.e., units that cannot currently be rented in the normal course of business); and
- any additional units you deem appropriate based on
  - Property type,
  - other factors, or
  - the results of your initial inspection.

402.01C Inspection Notification

☑ Requirements

Before the inspection, you must email the Borrower and management company to:

- request access to units selected for inspection; and
- notify them that, if any selected units are unavailable, an additional 25% of the units required to be sampled per Part II, Chapter 4: Lease Audits, Inspections, and Reserves, Section 402.01B: Selecting Units must be inspected (e.g., for a 500 unit building requiring 40 units to be inspected, if selected units are unavailable, an additional 10 units must be inspected).

402.02 Capital Item Replacements

☑ Requirements

For replacement of capital items, you must:

- for refinances, obtain:
  - an itemized list of capital items completed within the last 24 months; and
  - for any capital item replacements you cannot independently confirm were completed, the invoices showing the associated actual costs;
- use best efforts to obtain the PCA Consultants written confirmation that

capital items were completed;

- evaluate the Propertys actual condition, considering:
  - the list of capital items reportedly completed within the last 24 months; and
  - their associated actual costs;
- confirm with the Appraiser that the actual cost of capital items completed within the last 12 months was factored into the Appraised Value; and
- document your analysis in the Transaction Approval Memo.

Transaction Approval Memo Documentation	
For...	You must document the...
Interior Unit Renovations	• specific scope, and • estimated percentage of units updated.
Replacements of capital items for refinances	• work has been completed based on: - an inspection by ▪ you, or ▪ the PCA Consultant, or - invoices or documentation; or • if the work completed cannot be verified, request invoices or other documentation to confirm its completion.

Section 403 Brokered Transactions

☑ Requirements

For any Brokered Transaction, you must order:

- all third-party underwriting reports; and
- a Brokered Transaction Inspection per Form 4229, unless the Property:
  - is newly constructed (built within 2 years before the Commitment Date); or
  - had a Property Condition Rating of 1 on your most recent inspection per Part V, Chapter 5: Surveillance, Section 502: Property Inspections, for a
    - Supplemental Mortgage Loan, or

— Choice Refinance Loan.

Operating Procedures

To obtain a Brokered Transaction Inspection, you must:

- use a Fannie Mae-approved Brokered Transaction inspector per Form 4229;
- request an exterior inspection; and
- not discuss the Propertys rating with the Brokered Transaction inspector.

Requirements

After receiving the Brokered Transaction Inspection report, you must:

- review
  - the Brokered Transaction Inspection report,
  - any required PCA Report, and
  - the MBA Standard Inspection Form;
- ensure all rating differences among these 3 reports are:
  - reconciled;
  - approved by your Chief Underwriter; and
  - documented in your Transaction Approval Memo; and
- not Deliver a Mortgage Loan if the Brokered Transaction Inspections overall rating is 4 or 5.

You must:

- determine if any of these reports identifies
  - deferred maintenance,
  - near-term capital item replacement,
  - necessary life safety or critical repairs, or
  - major components exhibiting a declining trend;
- incorporate all associated costs into the
  - Completion/Repair Schedule, or

- Replacement Reserve Schedule; and

- document the items in your Transaction Approval Memo.

Operating Procedures

At Delivery, upload the Brokered Transaction Inspection report to DUS DocWay.

Data Entry	
For...	You must complete the following data fields...
DUS Gateway	• Broker/Correspondent Company Name; and • Broker/Correspondent Individual Name.
Acquisition Systems	• Broker/Correspondent Company; and • fees paid to the Broker or Correspondent.

Section 404 Property Condition Assessment (PCA)

404.01 When to Perform a PCA

Requirements

Before the Commitment Date, you must:

- complete a PCA for each Property unless it is a Supplemental Mortgage Loan that complies with Part III, Chapter 13: Supplemental Mortgage Loans, Section 1302.05: Streamlined Underwriting; and

- ensure all:

  - Potential Red Flags for Mortgage Fraud and Other Suspicious Activity were considered; and

  - unresolved red flags were reported per Part I, Chapter 3: Borrower, Guarantor, Key Principals, and Principals, Section 310: Compliance.

404.02 Date of PCA Report and PCA Site Visit

Requirements

A PCA Report (Form 4099) containing an HPB Module (or any standalone

HPB Report) must be dated as of the date of the site visit by the PCA Consultant, and must be less than 6 months before the Commitment Date.

A PCA report that does not include an HPB Module may be dated up to 12 months before the Commitment Date if you:

- ensure a site visit is performed within 90 days before the Commitment Date; and
- confirm that there has been no material adverse change to the physical condition of the Property since the date of the PCA report.

404.03 Conducting the PCA

☑ Requirements

When conducting the PCA, you must:

- comply with Form 4099, and order all applicable PCA modules;
- identify all conditions that impact resident safety, marketability, or value of the Property; and
- properly mitigate those conditions.

If you retain a PCA Consultant that does not meet the educational qualifications or professional certifications, registrations, or training required by Form 4099, you must:

- determine that the PCA Consultant is qualified based on their alternative qualifications; and
- attach your description of the PCA Consultants qualifications to the final PCA.

You must have an annual quality control program to review

- the quality of the PCAs performed by your PCA Consultant, and
- your compliance with the requirements in this Section and the Form 4099.

Section 405 Completion/Repairs

405.01 Property Evaluation

☑ Requirements

You must:

- assess the
  - Property's physical condition,
  - Borrower's financial condition, and
  - life safety Completion/Repairs;
- aggregate all Completion/Repairs expenses with the cost of all other Rehabilitation Work to determine if Part III, Chapter 3: Moderate Rehabilitation Mortgage Loans also applies;
- include in the Completion/Repair Schedule:
  - Property needs identified as Immediate Repairs in the PCA, including:
    - life safety repairs;
    - critical repairs;
    - deferred maintenance; and
    - short-term replacement of capital items; and
  - any capital improvements not recommended by the PCA Consultant that
    - the Borrower will make after the Mortgage Loan Origination Date, and
    - you want the Appraiser to include in the Property's as completed market value; and
- ensure the Borrower completes the repairs and improvements identified on the Completion/Repair Schedule:
  - per the Completion/Repairs Timing table; and
  - assess any code violations and include them in the relevant category.

Completion/Repairs Timing	
For...	You must...
Life safety repairs in the PCA	Comply with Part II, Chapter 4: Lease Audits, Inspections, and Reserves, Section 405.03: Life Safety Issues.

Completion/Repairs Timing	
For...	You must...
Critical repairs in the PCA	Complete within 6 months after the Mortgage Loan Origination Date, or sooner if recommended by the PCA Consultant.
Repairs in the PCA required to: • comply with - the Americans With Disabilities Act, or - Fair Housing; or • resolve code violations	• categorize as a critical repair; and • complete within 6 months after the Mortgage Loan Origination Date, or sooner if - recommended by the PCA Consultant, or - required per applicable ▪ laws, ▪ ordinances, or ▪ building codes.
Deferred maintenance or items of note in the PCA	Complete within 12 months after the Mortgage Loan Origination Date, or sooner if recommended by the PCA Consultant.
Short-term replacement of capital items in the PCA	Complete by the specific date recommended by the PCA Consultant, but may be longer than 12 months after the Mortgage Loan Origination Date.
Capital improvements that • will be completed by the Borrower in addition to those in the PCA, and • are included in the Appraisal's "as completed" market value	Comply with Part II, Chapter 2: Valuation and Income, Section 202.03A: Appraised Value.
Completion/Repairs in the PCA that require compliance with Part III, Chapter 3 for a Moderate Rehabilitation Property	Comply with Part III, Chapter 3: Moderate Rehabilitation Mortgage Loans.

Completion/Repairs Timing	
For...	You must...
All other Rehabilitation Work not identified as a Completion/Repair in the PCA	Comply with Part III, Chapter 3: Moderate Rehabilitation Mortgage Loans.

405.02 Completion/Repairs Funding

☑ Requirements

When full or partial funding of the Completion/Repair Escrow is required, you must complete the Completion/Repair Schedule.

Guidance

The amount funded into the Completion/Repair Escrow on the Mortgage Loan Origination Date should be at least 125% of the estimated cost of the required Completion/Repairs.

You may choose not to fund the Completion/Repair Escrow entirely if you determine the Borrower has the financial capacity to fully address all Completion/Repairs in the PCA.

☑ Requirements

If you choose not to fund the Completion/Repair Escrow entirely, you must obtain written assurances from the Borrower in the Multifamily Loan Agreement that all necessary Completion/Repairs will be completed within a stated period of time following the Mortgage Loan Origination Date.

405.03 Life Safety Issues

☑ Requirements

All life safety repairs must be completed

- for an Acquisition, within 60 days after the Mortgage Loan Origination Date, or
- in all other cases, before delivering the Mortgage Loan to Fannie Mae.

Guidance

You should consider requiring an escrow deposit (for at least 125% of estimated costs) to cover these required Completion/Repairs.

405.04 Verifying Completion/Repairs

☑ Requirements

You must verify that the Borrower has made all required Completion/Repairs

- whether the Completion/Repair Escrow was funded or not, and
- during your Property inspections before the required completion date.

Section 406 Replacement Reserve

406.01 Determining Replacement Reserve

☑ Requirements

You must ensure that the Borrower has sufficient reserves to cover anticipated capital replacement and major maintenance costs. The total amount in the Replacement Reserve should equal or exceed the anticipated costs (adjusted for inflation) of all necessary capital item replacements and major maintenance needs and repairs for the period from the Mortgage Loan Origination Date to whichever is sooner:

- 2 years after the Maturity Date of the Mortgage Loan; or
- 12 years after the Mortgage Loan Origination Date.

To determine the minimum amount of the Replacement Reserve, you must:

- obtain a PCA (Form 4099); and
- complete the schedule of items to be included in the Replacement Reserve Schedule
  - using the cost estimates in the PCA, and
  - taking into account any items not already included on the Completion/Repair Schedule.

406.02 Replacement Reserve Funding

☑ Requirements

You must ensure that the costs of all items included in the Replacement Reserve Schedule have been fully funded for

- any Tier 2 Mortgage Loan, and
- any Mortgage Loan, regardless of Tier, that requires Completion/Repairs

costing more than

- 4% of the Propertys Underwriting Value for refinances, or
- 6% of the Propertys Underwriting Value for Acquisitions.

If you choose to modify the Loan Documents to not fund a Replacement Reserve for a Tier 3 or Tier 4 Mortgage Loan, you must use the appropriate Replacement Reserve Schedule.

Guidance

You may choose not to fund a Replacement Reserve for any Tier 3 or Tier 4 Mortgage Loan if

- the required Completion/Repairs do not exceed the levels specified in this Section, and
- you determine that the Borrower has the financial capacity to fully address future capital expenditures as outlined in the PCA.

406.03 Alternative Replacement Reserve Funding

Guidance

Instead of full funding, you may choose this alternative method for funding the Replacement Reserve.

Requirements

If you choose this alternative funding, you must have the Borrower deposit the following amounts on the Mortgage Loan Origination Date:

- Monthly deposits for at least 2 years.
- For any significant capital item replacement or major maintenance need that you deem appropriate, an amount sufficient to cover anticipated costs for the period from the Mortgage Loan Origination Date to whichever is sooner:
  - 2 years after the Maturity Date of the Mortgage Loan; or
  - 12 years after the Mortgage Loan Origination Date.

You must hold these amounts in the Replacement Reserve for the entire term of the Mortgage Loan, and may not make them available for refund to the Borrower until the Mortgage Loan has been paid in full.

Section 407 Escrow Requirements for Taxes and Insurance

407.01 Escrows

Requirements

You must require any Tier 2 Mortgage Loan Borrower to make monthly escrow deposits for real estate taxes and insurance premiums.

407.02 Real Estate Tax Escrow Funding

Guidance

You may choose not to fund monthly escrow deposits for real estate taxes for a Tier 3 or Tier 4 Mortgage Loan.

Requirements

If you choose not to fund monthly deposits for real estate taxes then you must ensure all taxes are paid timely.

407.03 Insurance Escrow Funding

Guidance

You may choose not to fund monthly escrow deposits for insurance premiums for a Tier 3 or Tier 4 Mortgage Loan.

Requirements

If you choose not to fund monthly deposits for insurance premiums, you must require the Borrower to provide annual proof of payment of all insurance premiums.

Chapter 5 Property and Liability Insurance

Section 501 Property Insurance

501.01 General Insurance – Applies to All Policies

501.01A Generally

Guidance

When terms or acronyms for insurance forms and policies are capitalized in this Chapter, they refer to Insurance Services Office (ISO) forms and policies or their equivalent. Other capitalized terms and acronyms have standard insurance industry meanings.

Requirements

As of the Mortgage Loan Origination Date, you must ensure:

- each Property is covered by compliant property insurance and liability insurance;
- all Potential Red Flags for Mortgage Fraud and Other Suspicious Activity were considered; and
- unresolved red flags were reported per Part I, Chapter 3: Borrower, Guarantor, Key Principals, and Principals, Section 310: Compliance.

You must ensure all insurance policies:

- list the Borrower as:
  - a named insured; or
  - an Additional Named Insured on the applicable policies if the policy is provided by, or in the name of, a Property manager (you must also verify the Borrower has a written Property management agreement with the company providing insurance);
- are written on an Occurrence-Based Policy, except the following, which may be written on an Occurrence-Based Policy or a Claims-Made Policy:
  - earthquake insurance;
  - directors' and officers' insurance;
  - professional liability insurance; and
  - general liability and excess/umbrella insurance for Seniors Housing Properties only when the coverage is included with professional liability insurance under the same insurance policy;

- unless the Loan Documents expressly state otherwise, require the carrier to notify the named Mortgagee and/or Additional Insured in writing
  - at least 10 days before policy cancellation for non-payment of premium, and
  - 30 days before cancellation for any other reason;
- except for professional liability insurance, name:
  - Fannie Mae as Additional Insured on
    - general liability insurance, and
    - excess/umbrella insurance; and
  - "Fannie Mae, its successors, and assigns" as Mortgagee and Loss Payee on property insurance;
- use Replacement Cost Basis; however, coverage for roofs may use
  - Actual Cash Basis, or
  - Replacement Cost Basis; and
- contain the following mortgagee clause:

> Fannie Mae, its successors and/or assigns (or "ISAOA"),
> as their interest may appear (or "ATIMA")
> c/o [Lender Name]
> Lenders Street Address or PO Box
> Lenders City, State, and Zip Code.

Guidance

You should:

- obtain the advance cancellation notice for the benefit of each Mortgagee and Additional Insured from the insurance carriers whenever possible; or
- if the insurer will not provide advance cancellation notices, ensure the Loan Documents were not modified in any manner limiting:
  - the Borrowers obligation to promptly inform you of any notice of cancellation it receives from an insurance carrier; or
  - any recourse liability of the Borrower or any Guarantor for failing to maintain all insurance coverages required by the
    - Loan Documents, and

— Guide.

Operating Procedures

If the insurer will not provide advance cancellation notices, your Servicing File must include

- evidence of your attempts to obtain the notice provisions, and
- a copy of the state statute regarding cancellation notification.

Within 5 Business Days after the Propertys Book-Entry Date, you must submit all applicable information via:

- DUS Data Digitizer, for structured data using the DUS Insurance Data Set (Form 4087.INS); and
- DUS DocWay, for Insurance Policy Documents, including
  - ACORD 28,
  - Alta Survey,
  - Flood Analysis Worksheet,
  - Flood Insurance Policy,
  - Special Flood Hazard Determination Form, and
  - Schedule of Values.

Guidance

You may use the Flood Insurance Job Aid to assist with completion of the DUS Data Digitizer requirements.

501.01B Insurable Value Determination

Requirements

To determine the estimated Insurable Value, you must use

- the Appraisal, or
- other reliable sources.

Guidance

Common Reliable Sources to Determine Estimated Insurable Value	
Resource	Description
Insurance Company Estimate	An estimate from the insurance company underwriting the property damage insurance.
Appraisal's Insurable Value	A qualified commercial real estate Appraisal from an Appraiser experienced in the market per Part II, Chapter 2: Valuation and Income, Section 202: Appraisal and Valuation.
Contractor	A reputable commercial contractor with experience constructing and/or reconstructing similar area properties.
Vendor	A third-party vendor who • specializes in Insurable Value calculations, or • publishes data used to determine Insurable Value.

501.01C Blanket and Other Policies Covering Multiple Properties

☑ Requirements

You must:

- ensure:
  - any Blanket Policy coverage is as good as, or better than, a single property insurance policy; and
  - the Property is listed and identified in the
    - policy, or
    - associated schedules;
- review and analyze the Schedule of Values and geographical concentration and/or aggregated values of Properties/Total Insurable Values under the Blanket Policy; and
- confirm that Blanket Insurance Limits:
  - are limited to a 1 per occurrence shared limit for:
    - more than 1 property;
    - more than 1 category of coverage; or

- both;

- will be reinstated to the pre-loss limits after a casualty, except for:
  - earthquake;
  - flood; and
  - terrorism;

- are at least:
  - 100% of estimated Total Insurable Value for a single-building Property; and
  - 90% of estimated Total Insurable Value for a multiple-building Property; and

- are sufficient to cover the largest Total Insurable Value.

Guidance

A Schedule of Values is a list of insurable values (all elements of the Total Insurable Value) the Borrower provides to an insurance company for all properties covered under a property insurance policy.

Operating Procedures

You must

- clearly document your analysis of any Blanket Policy (related or unrelated entities) in your Servicing File, and
- include supported conclusions.

501.01D Risk Retention Groups and Captive Insurance

Requirements

You must ensure Risk Retention Groups and Captive Insurers are only accepted for:

- the following coverages:
  - professional liability;
  - general liability;
  - excess/umbrella;
  - Property insurance layer, but coverage must not be provided through



a layer that constitutes the majority of the coverage; and

- terrorism, when backed by the Terrorism Risk Insurance Program (TRIA); and

- funding Property and liability deductibles.

You must ensure any Risk Retention Group or Captive Insurer has a rating of at least A- from A.M. Best Company.

For any Risk Retention Group or Captive Insurer that is not satisfactorily rated, before Rate Lock, you must:

- obtain and review the applicable information in the Unrated Risk Retention Group or Captive Insurer table; and
- submit a
  - written summary, and
  - recommendation for approval, explaining
    - any non-compliant requirements,
    - any adverse findings, and
    - your rationale for recommending approval.

Unrated Risk Retention Group or Captive Insurer	
Document/Entity	Description
Certificate of Authority (CA)	State-issued license to an insurance company to conduct business, and includes the • date of authority, • complete Captive Insurer name, and • state of domicile.

Unrated Risk Retention Group or Captive Insurer	
Document/Entity	Description
State Examination Report	Report covering a specific timeframe that: • reviews the company's: - balance sheet (including assets, liabilities, capital, and surplus); - statement of income; - investments; - premiums; - reinsurance assumed and ceded; - unpaid losses and loss adjustment expense; and - losses and loss adjustment expense incurred; and • ascertains its: - financial condition; - ability to fulfill obligations; and - compliance with applicable state laws and regulations.
Actuarial Report	Report culminating with a statement of actuarial opinion (minimum requirement) after evaluating, opining, and certifying the adequacy of the Captive Insurer's • open and paid losses, • loss adjustment expense reserves, • capital, and • surplus.
Loss History	Frequency and severity of insurance losses covered by the Captive Insurer's policy during a specific timeframe.

Unrated Risk Retention Group or Captive Insurer	
Document/Entity	Description
Reinsurance and/or Fronting Company	Reinsurance is when an insurer transfers all or part of a risk to another insurer to reduce the risk for the first insurance. Fronting company is using a licensed, admitted insurer to issue an insurance policy on behalf of a self-insured organization or Captive Insurer without intending to transfer any of the risk. The risk of loss is retained by the self-insured or Captive Insurer with an indemnity or reinsurance agreement.
Captive Insurer	Captive Insurer is either a: • single parent captive (pure captive) - when an insurance subsidiary insures the loss exposures of its parent company or single entity; or • group captive - a captive owned by several different companies who are normally - from the same industry, and - have similar risks.

Guidance

Captive Insurers (and similar arrangements):

- may have lower capitalization requirements than traditional insurance companies; and
- are not usually rated by a recognized rating agency.

For Captive Insurers, you should:

- confirm they
  - are financially stable, and
  - have adequate funds to cover potential losses; and
- review additional documents as warranted.

Operating Procedures

You must submit all documents for unrated Captive Insurers or Risk Retention Groups:

- through DUS Gateway, for new Mortgage Loan submissions; and
- annually through the MAMP, for Portfolio Mortgage Loans.

501.01E Insurance Carrier Rating

☑ Requirements

Rating requirements do not apply to policies issued

- through State-sponsored insurance programs, or
- by insurers participating in NFIP.

You must ensure the insurance carrier has an A.M. Best Company general policyholder rating of A- or better.

501.01F Term

Guidance

Policies should have a term of at least 12 months. For new Mortgage Loans, a Property may be added mid-term to an existing 12-month policy.

You may accept a policy term of less than 12 months if the:

- shorter term is due to carrier
  - non-renewal, or
  - cancellation; or
- policy is
  - expiring, and
  - will be renewed for at least 12 months.

501.01G Payment of Premium

☑ Requirements

You must:

- ensure premiums for all required insurance policies are either:
  - paid in full annually; or

- payable in installments, for which you have receipts confirming timely payment;

- not provide premium financing to the Borrower; and
- only permit third-party premium financing if:
  - the financing agreement:
    - has no negative impact on
      - you,
      - Fannie Mae, or
      - the Mortgage Loan collateral; and
    - does not include any conditions that could prevent you or Fannie Mae from receiving the insurance proceeds; and
  - the Modifications to Multifamily Loan and Security Agreement (Financing of Insurance Premiums) (Form 6272) was executed.

If the Borrower finances premiums, you must

- review the financing agreement,
- confirm timely payment of each premium was made, and
- retain in the Servicing file
  - the financing agreement, and
  - evidence of premium payments.

501.01H Evidence of Insurance

☑ Requirements

You must:

- have:
  - temporary or permanent evidence of insurance when the Mortgage Loan closes;
  - permanent evidence of insurance within 90 days after Mortgage Loan Delivery; and
- comply with the following Acceptable Evidence of Insurance table.

Acceptable Evidence of Insurance	
Acceptable Temporary Evidence Forms	Acceptable Permanent Evidence Forms
• ACORD 28 Evidence of Commercial Property Insurance (most recent version or, if applicable, the state-approved form), combined with ACORD 25 Certificate of Liability Insurance. • ACORD 75 Insurance Binder. • If an ACORD certificate is unavailable, a joint letter from the Borrower and its licensed insurance broker/agent certifying that all coverages, terms, and conditions meet the requirements. • For NFIP flood insurance: - the Policy Declaration page; or - a copy of the signed application and proof of payment.	• An original or duplicate copy of the insurance policy. • For a Property securing a Mortgage Loan with a UPB: - less than or equal to $10 million, the MBA Evidence of Insurance - Commercial Property Form; or - greater than $10 million, or for blanket policies with multiple layers, duplicate copies of the primary insurance policies, which should: ▪ include a letter (signed and dated on company letterhead) from an individual authorized to execute evidence of insurance on behalf of the insurance carriers issuing each policy; ▪ state that all policies follow the same terms, conditions, and exclusions as the primary policy, with any differences specified; and ▪ for NFIP flood insurance, include the Policy Declaration page.

You must not submit any of the following. These are unacceptable forms of permanent evidence:

- insurance policy declarations pages (except for an NFIP policy);
- single policy endorsement;
- insurance binders; and
- certificates of insurance.

501.01I Insurance Exceptions

☑ Requirements

Post-closing exception request submissions must include current information.

All exceptions, including those delegated, must be documented in the applicable business application.

You must submit any insurance exception request:

- through DUS Gateway with all applicable data fields completed in the system, not via an attached waiver document;
- at least 72 hours before Rate Lock; and
- with all supporting documentation.

Guidance

If the waiver is approved for the entire Mortgage Loan term, it will be stated in the approval.

501.02 Property Insurance

501.02A Minimum Coverage Amounts

☑ Requirements

You must ensure:

- each Property has property insurance throughout the Mortgage Loan term; and
- the coverage:
  - is written using Special Peril Coverage;
  - is at least
    - 100% of estimated Insurable Value for a single-building Property, and
    - 90% of estimated Insurable Value for a multiple-building Property; and
  - either does not contain a Coinsurance Clause, or contains a Coinsurance Clause offset by an Agreed Amount Provision no less than 100% of the estimated Insurable Value.

Guidance

A margin clause:

- should not be used to determine compliant property insurance limits; and
- may contain provisions limiting additional coverage availability.

A Property Damage Insurance policy should contain an Inflation Guard endorsement that annually adjusts the insurance amount based on the inflation rate in the Propertys geographic area.

501.02B Deductibles

☑ Requirements

The maximum deductible amounts:

- apply to all insurance coverages required by:
  - Part II, Chapter 5: Property and Liability Insurance, Section 502: Catastrophic Risk Insurance; and
  - Part II, Chapter 5: Property and Liability Insurance, Section 503.01: Generally; and
- must comply with the following tables.

Maximum Deductibles	
For the peril of...	The maximum deductible must not exceed...
Wind/Hail (unrelated to a catastrophic peril)	• 5% of the subject collaterals Total Insurable Value[1]; or • when expressed only as a dollar value: - $50,000 for collateral Insurable Values less than $10 million; or - $100,000 for collateral Insurable Values $10 million or more.
Named Storm and Earthquake	• 7.5% of the subject collaterals Total Insurable Value[1]; or • when expressed only as a dollar value: - $50,000 for collateral Insurable Values less than $10 million; or - $100,000 for collateral Insurable Values $10 million or more.

Maximum Deductibles	
For the peril of...	The maximum deductible must not exceed...
1 If a stated minimum deductible is listed, it must not exceed • $100,000 for a specific limit, and • $250,000 for a shared blanket limit.	

Maximum Deductibles for All Other Perils	
Specific Limit Insurance Policy	
For Policies...	The maximum deductible amount per occurrence based on the Total Insurable Value is...
Less than $10 million	$50,000
$10 million or more	$100,000
Blanket Deductibles	
For Blanket Policies with a...	The maximum deductible amount per occurrence is...
Blanket limit	$250,000
Specific limit	• $50,000 for collateral Insurable Values less than $10 million; or • $100,000 for collateral Insurable Values $10 million or more.
Expanded Deductibles [1]	
For Policies other than NFIP...	The maximum deductible amount per occurrence based on the Total Insurable Value is...
Less than $10 million	$100,000
$10 million or more	$150,000

Maximum Deductibles for All Other Perils
1 Expanded deductibles must meet all the following: • the Borrower evidences liquid assets equal to at least 4x the deductible amount; • the Mortgage Loan - has a Pass rating, - is not currently delinquent, and - has not been delinquent within the last 12 months; • the Property condition rating is a 2 or better; and • you annually review the Mortgage Loans eligibility.

Guidance

Before accepting any deductibles, you should:

- assess the Borrowers ability to pay the deductible throughout the policy term;
- determine the high deductible financial exposure by considering total paid expenses rather than only the difference between the
  - maximum allowable deductible, and
  - requested/actual deductible; and
- only use the Borrowers owned or related properties to determine the maximum deductible if insurance coverage is provided on a management companys or unrelated entities master property program.

501.02C Aggregate Deductibles

Guidance

You may accept a Property and Liability policy that includes aggregate deductibles. The aggregate deductible may be higher than the maximum deductible required per Part II, Chapter 5: Property and Liability Insurance, Section 501.02B: Deductibles.

Requirements

If you accept a Property and Liability policy that includes aggregate deductibles, you must:

- confirm the aggregate deductible amount is fully funded and held by:

- the Borrower in a segregated bank account;
- you in the Tax and Insurance escrow; or
- a third party for the Borrower's benefit; and

- require any claim checks to:
  - list you as payee c/o Fannie Mae; and
  - be considered insurance loss proceeds per the Loan Documents.

501.02D Business Income (including Rental Value) Insurance

☑ Requirements

You must ensure:

- each Property has business income insurance (including rental value insurance), for all required coverages, including
  - ordinance or law (Coverage D),
  - windstorm,
  - flood,
  - earthquake, and
  - terrorism, etc.;

- coverage is based on:
  - Actual Loss Sustained for 12 months; or
  - the most recent annual reported (or annualized if annual financials are unavailable):
    - EGI; or
    - NOI plus continuing expenses;

- the maximum deductible for business income insurance does not exceed:
  - the maximum deductible for the property insurance policy, or
  - a waiting period of
    - 3 days, or
    - 72 hours; and

- coverage for a Mortgage Loan with a UPB of $35 million or more includes

a 90-day Extended Period of Indemnity option.

501.02E Ordinance or Law Insurance

Requirements

If the Property is non-conforming under any current land use law or ordinance, you must ensure the Property has ordinance or law insurance:

- for all perils, even if insured on a standalone policy; and
- that includes the Increased Period of Restoration (Coverage D) endorsement if any buildings are 5 stories or more.

Coverages	If ordinance or law insurance is required, you must ensure the Property has all of the following...
Coverage A	Loss of Undamaged Portion equal to at least: • 100% of estimated Insurable Value for a single-building Property minus the damage threshold specified by the local building ordinance; • 90% of estimated Insurable Value for a multiple-building Property minus the damage threshold specified by the local building ordinance; or • 50% of the Insurable Value, if the local ordinance does not specify a threshold.
Coverage B	Demolition/Debris Removal Cost equal to at least 10% of the Insurable Value.
Coverage C	Increased Cost of Construction equal to at least 10% of the Insurable Value.

Guidance

Examples of ordinance or laws include

- bulk restrictions,
- building,
- zoning,
- energy management,
- green, or

- Fair Housing Act accessibility.

Some municipalities have no zoning districts. This primarily refers to use. Usually, buildings are still subject to building and safety codes; therefore, coverage is required.

Required Limits Example	
If...	Then the required coverage is...
for a single-building Property, the Insurable Value equals • $10 million, and • the damage threshold of the local building ordinance is 75%	100% of the Insurable Value, minus the damage threshold specified by the local building ordinance (e.g., $10 million - $7.5 million = $2.5 million for Coverage A).
Coverages A, B, and C are combined	the Coverage A amount plus 10% of the Insurable Value for Coverage B plus 10% of the Insurable Value for Coverage C (e.g., $2.5 million + $1 million + $1 million = $4.5 million).
Coverages B and C are combined	10% of the Insurable Value for Coverage B plus 10% of the Insurable Value for Coverage C (e.g., $1 million + $1 million = $2 million).

Coverage D for law and ordinance insurance:

- extends the business:
  - income and extra expense coverage; and
  - additional time to restore operations when delayed due to enforcement of building or zoning laws; and
- is paid from the Propertys business income/rent loss coverage.

Without this Increased Period of Restoration endorsement, business income coverage does not include any increased period that may be necessary due to enforcement of an ordinance or law.

When evaluating this coverage you should ensure the business income/rent loss limit is adequate to reflect the increased period of restoration.

501.02F Equipment Breakdown or Boiler and Machinery Insurance

☑ Requirements

You must ensure:

- a Property with any high-pressure, centralized HVAC boiler, water heater, or other vessel in operation and regulated by the Propertys state or municipality has full equipment breakdown or boiler and machinery insurance;
- the coverage equals at least 100% of the Insurable Value of each building housing the equipment; and
- if equipment breakdown or boiler and machinery insurance is provided by a carrier other than the carrier providing the property damage policy, both policies include a Joint Loss Agreement.

501.02G Builder's Risk Insurance

☑ Requirements

If property insurance coverage is excluded during construction, renovation, or restoration, you must ensure the builder's risk insurance:

- is in place during the Construction Activity; and
- complies with Part II, Chapter 5: Property and Liability Insurance, Section 506.02: Builder's Risk Insurance.

501.02H Fidelity Bond / Crime Insurance

☑ Requirements

You must ensure:

- each Property owned by a Cooperative Organization has fidelity bond/crime insurance in an amount covering scheduled Cooperative Maintenance Fees for at least 3 months; and
- the fidelity bond/crime insurance deductible does not exceed $25,000.

501.02I Regional Perils Insurance

☑ Requirements

You must ensure:

- if a Property is in an area prone to geological phenomena, the property

insurance coverage includes those phenomena; and

- the coverage equals 100% of the Insurable Value.

Guidance

Examples of geological phenomena include

- sinkhole,
- mine subsidence,
- volcanic eruption, and
- avalanche.

Section 502 Catastrophic Risk Insurance

502.01 Generally

Requirements

You must ensure:

- a Property has the coverages required by Part II, Chapter 5: Property and Liability Insurance, Section 502: Catastrophic Risk Insurance for perils related to catastrophic loss if the Property is in an area prone to Catastrophic Events;
- the Property has a separate insurance policy if the Special Peril Coverage of Loss Form excludes a Catastrophic Event coverage that is required; and
- if ordinance or law coverage is required on the property policy, then coverage is obtained for catastrophic losses if the catastrophic peril is insured on a standalone policy.

502.02 Named Storm Insurance

Guidance

If named storm coverage is unavailable, Fannie Mae will consider approving 1 of the following options:

- a State insurance plan; or
- a State-managed insurance pool for
  - windstorm, or

- beach erosion.

Requirements

You must ensure:

- the Property has separate named storm insurance if the:
  - Special Peril Coverage of Loss Form excludes any type of wind-related Catastrophic Event; and
  - Property is located in a Tier I named storm county, as defined by the insurer;
- the coverage equals at least 90% of the Total Insurable Value
  - on a standalone policy, and
  - of the largest individual property on a Blanket Policy;
- if the named storm policy does not cover costs due to flooding from storm surge, the Borrower maintains flood insurance for any buildings located in the 500-year flood zone equal to the maximum coverage available through NFIP policies or their equivalent;
- the valuation does not rely solely on Probable Maximum Loss (PML) calculations;
- the deductible does not exceed the greater of:
  - 7.5% of the subject collateral's Total Insurable Value; or
  - the applicable maximum amount per Part II, Chapter 5: Property and Liability Insurance, Section 501.02B: Deductibles; and
- for business income insurance, the waiting period does not exceed:
  - when expressed as a number of days, 15 days; or
  - when expressed as a dollar amount, $100,000.

Guidance

A FEMA 500-year flood zone is:

- an area with a 0.2% annual chance of flooding (1-in-500 annual chance); and
- designated as Zone X (Shaded), formerly Zone B.

Zone X (Shaded), formerly Zone B, is:

- considered a moderate flood hazard area; and
- generally located between the 100-year and the 500-year floodplain limits.

502.03 Flood Insurance

502.03A Generally

Operating Procedures

To determine if any buildings located at the Property are, or will be, fully or partially located in an SFHA, you must:

- use the FEMA Standard Flood Hazard Determination Form (SFHDF);
- evaluate all Property structures when ordering the SFHDF;
- provide the vendor supplemental Property information including the
  - legal description, and
  - survey or site plan;
- obtain an image overlay from Flood Vendor;
- ensure the resulting Flood Zone Determination (FZD) form, and any subsequent FZD forms, are effective for the entire Mortgage Loan term; and
- retain a signed copy in your Servicing File.

Requirements

You must ensure the Property has flood insurance if:

- any income-producing Improvements or any non-income producing Improvements that support amenities are in an SFHA Zone starting with the letter A or V; or
- the Property is located within a Coastal Barrier Resources System (CBRS) or Otherwise Protected Area (OPA), regardless of if the Property is located in an SFHA.

A Mortgage Loan is ineligible for purchase if the Property is in:

- an SFHA; and
- a community that does not participate in the NFIP.

You must:

- complete the most recent version of the Standard Flood Hazard Determination Form issued by FEMA;
- retain in your Servicing File a
  - copy of the form, and
  - signed copy of Notice to Borrower of Special Flood Hazard and Federal Assistance;
- require the determination firm, and any monitoring company, to notify you whenever there is a flood zone change; and
- ensure the coverage:
  - meets the minimum mandatory purchase requirements per:
    - the following Federal flood insurance statutes, as amended and/or restated from time to time, including the:
      - National Flood Insurance Act of 1968 (1968 Act);
      - Biggert-Waters Flood Insurance Reform Act of 2012 (Biggert Waters);
      - Flood Disaster Protection Act of 1973 (FDPA); and
      - Homeowner Flood Insurance Affordability Act of 2014; and
    - any applicable Federal agency rulemaking and publication; and
  - equals at least 100% of the Insurable Value of
    - the first 2 floors above grade, and
    - any Improvements below grade;
- require contents coverage for Borrower-owned personal property;
- ensure you have an established process to obtain an inventory and the Insurable Value of Borrower-owned contents or business personal property within buildings located in SFHAs to determine required coverage; and
- retain documentation of the presence or absence of Borrower-owned contents or business personal property within the building and in your Servicing File.

Guidance

Generally, contents or business personal property:

- includes equipment and inventory

- owned by the Borrower, and
- used in connection with Propertys
  - ownership,
  - management, or
  - operation; and

- does not otherwise constitute fixtures.

502.03B Deductibles

☑ Requirements

You must comply with the following tables.

Flood Maximum Deductibles	
For...	You must ensure the...
Business income insurance	deductible does not exceed: • when expressed as a number of days, 15 days; or • when expressed as a dollar amount, $100,000.
NFIP policies	maximum deductible available under NFIP is acceptable.

Private Flood Policy Maximum Deductibles	
If the Property has...	Themaximum deductible is...
10 or fewer buildings in SFHA	$50,000 per building.
More than 10 buildings in SFHA	$500,000 per occurrence.

502.03C NFIP Policy

☑ Requirements



You must comply with the following table.

NFIP and Excess Flood Coverage	
If...	Then...
Coverage available under the NFIP is insufficient	the Borrower must purchase excess flood insurance covering thedifference, up to the required coverage amount.
Per elevation certificates completed by a licensed land surveyor, engineer, or architect: • any of the building's Lowest Adjacent Grade (LAG) are above Base Flood Elevation (BFE); and • the Borrower confirms application for a Letter of Map Amendment (LoMA)	• only NFIP insurance is required for those buildings, and • the maximum term for only NFIP insurance is 12 months.

To remove a Property/building from an SFHA, only an updated FEMA Standard Flood Hazard Determination Form (SFHDF) based on the following is acceptable:

- Letter of Map Amendment (LoMA);
- Letter of Map Revision (LoMR); or
- Letter of Determination Review (LoDR).

If a LoMA was previously declined, you must ensure the Borrower is reapplying due to:

- new or corrected elevation data;
- a Property change or additional documentation; or
- updated information to address a previous declination.

During the LoMA process:

- only NFIP insurance is required provided the declination was not based on a fundamental issue (such as the Property being located below the Base Flood Elevation (BFE)); and
- the maximum term for NFIP insurance is 12 months.

If any Improvements are reclassified as within an SFHA Zone starting with the letter A or V after you Deliver the Mortgage Loan, you must require the

Borrower to obtain compliant flood insurance.

Guidance

To prevent the Borrower from paying for more coverage than an NFIP policy would pay out, you should evaluate the extent of recovery allowed under the NFIP policy for the type of building being insured.

If all buildings do not require flood insurance, but the Property ingress is located in an SFHA, you should consider requiring business income insurance for excess flood to cover all buildings.

Flood insurance is not required if only unimproved portions of the Property, or non-income producing Improvements that do not support amenities at the Property, are located in an SFHA.

Non-Income Producing Improvements	
Supporting amenities include...	Not supporting amenities include...
• clubhouses, and • pool houses.	• sheds, • pump houses, and • storage buildings.

Business income insurance is not required for non-income producing Improvements.

You should consider that

- conditions may change over time, and
- flood zones may be remapped.

You or Fannie Mae may require flood insurance for Improvements outside an SFHA Zone starting with the letter A or V, but within an area designated by FEMA as Zone X or Zone D (for example, if a Property's location is subject to flooding due to storm water, or within close proximity to an SFHA boundary).

The acceptable deductible for excess flood insurance is the coverage limit of the underlying NFIP policy.

Elevation certificates are not valid to determine if Improvements are in an SFHA.

You should:

- obtain flood zone determinations from qualified third-party flood-zone determination firms; and
- exercise care and sound judgment when selecting the firm.

Operating Procedures

You must:

- obtain life-of-loan monitoring for each Property from a third-party flood-zone determination firm;
- complete FEMA's Standard Flood Hazard Determination form to determine if any Improvements are located in an SFHA; and
- retain in your Servicing File a:
  - completed copy of the form; and
  - signed copy of the Notice to Borrower of Special Flood Hazard and Federal Assistance (included in the Flood Determination Certificate).

502.03D Private Flood Policy

Requirements

You must ensure a private flood insurance policy:

- is written on a Replacement Cost Valuation basis without any deduction for depreciation; and
- provides coverage and terms as broad as or better than the coverage and terms provided under a standard flood insurance policy issued under the NFIP.

502.04 Earthquake Insurance

Requirements

You must ensure the Property has earthquake insurance if required by Fannie Mae. For any required coverage, ensure:

- coverage is at least 100% of the Insurable Value;
- the deductible does not exceed the greater of:
  - 7.5% of the Total Insurable Value; or
  - the applicable maximum amount per Part II, Chapter 5: Property and Liability Insurance, Section 501.02B: Deductibles; and
- for business income insurance, the waiting period does not exceed:
  - when expressed as a number of days, 15 days; or
  - when expressed as a dollar amount, $100,000.

Earthquake insurance may be required while the Property is being retrofitted.

Operating Procedures

If retrofitting is required and not completed within the agreed timeframe, you must not accept earthquake insurance as a substitute.

502.05 Terrorism Insurance

Requirements

You must ensure:

- each Property has terrorism insurance for property damage/casualty and liability exposures;
- exceptions are only made to professional liability insurance where terrorism coverage is not required;
- the coverage is at least:
  - 100% of estimated Insurable Value for a single-building Property; and
  - 90% of estimated Insurable Value for a multiple-building Property; and
- for business income insurance, the deductible does not exceed:
  - when expressed as a number of days, 15 days; or
  - when expressed as a dollar amount, $100,000.

Section 503 Liability Insurance

503.01 Generally

Requirements

You must ensure:

- when the Commercial General Liability and professional liability policy covers multiple locations, general aggregate limits apply per location;
- each Property and Borrower is covered throughout the Mortgage Loan term by liability insurance for
  - bodily injury,
  - Property damage, and
  - personal injury;

- the liability policy does not contain exclusions for claims related to
  - assault and/or battery,
  - abuse and molestation,
  - animal attacks, or
  - firearms; and
- any liability policy exclusions:
  - are appropriately tailored to the Propertys potential exposure; and
  - do not otherwise diminish or eliminate coverage reasonably expected to be provided per a liability policy.

503.02 Commercial General Liability Insurance

☑ Requirements

You must ensure the general liability insurance coverage is at least

- $1 million per occurrence/$2 million general aggregate limit, plus
- excess/umbrella insurance as follows:

If the number of aggregate units covered by the policy is...	The minimum excess/umbrella insurance coverage is...
Up to 250	$1 million
251 - 500	$2 million
501 - 1,000	$3 million
1,001 - 2,000	$5 million
2,001 - 5,000	$10 million
5,001 - 10,000	$15 million
More than 10,000	$20 million

The following maximum deductibles or self-insured retention, or combined deductible and self-insured retention, apply to

- general liability,
- umbrella/excess liability, and
- professional liability.

Maximum Deductibles for All Other Perils	
For...	The maximum deductible amount per occurrence based on the Total Insurable Value is...
Specific Limit Insurance Policy	
Specific Limit Policies	$50,000
Blanket Deductibles	
Blanket Policies	$250,000
Expanded Deductibles[1]	
Policies other than NFIP less than $10 million	$100,000
Policies other than NFIP $10 million or more	$150,000

1 Expanded deductibles must meet all of the following:

• the Borrower evidences liquid assets equal to at least 4x the deductible amount;
• the Mortgage Loan
  - has a Pass rating,
  - is not currently delinquent, and
  - has not been delinquent within the last 12 months;

• the Property Condition Rating is a 2 or better; and
• you annually review the Mortgage Loans eligibility.

You must ensure the aggregate coverage meets or exceeds the required minimum limits using any combination of

- primary liability insurance, and
- excess/umbrella insurance coverage.

Guidance

You may include general liability exclusions within the scope of ISO Form CG 00 01 04 13, or its equivalent.

The maximum deductible amount, per occurrence, is the combined deductible for both the

- underlying general or professional liability, and
- excess/umbrella liability.

503.03 Professional Liability Insurance

☑ Requirements

If a Seniors Housing Property provides any level of healthcare, you must ensure the:

- Property has professional liability insurance covering
  - professional errors and omissions,
  - medical malpractice, and
  - all types of abuse; and
- coverage is at least
  - $1 million per claim or per occurrence/$2 million general aggregate limit, plus
  - excess/umbrella insurance as follows:

If the number of licensed beds is...	The minimum excess/umbrella insurance coverage is...
1 - 100	$2 million
101 - 500	$5 million
501 - 1,000	$10 million
Over 1,000	$20 million

You must ensure:

- for a Property with Assisted Living beds, Independent Living beds are not counted when determining the minimum coverage limit;
- when general liability insurance and professional liability insurance coverages are combined under an excess/umbrella insurance policy, the coverage meets the higher minimum limit of the 2 underlying coverages; and
- the maximum deductible for professional liability insurance does not exceed the applicable maximum amount per Part II, Chapter 5: Property and Liability Insurance, Section 503.02: Commercial General Liability Insurance.



Guidance

If coverage is switched from a Claims-Made Policy to an Occurrence-Based Policy, consider adding retroactive or tail coverage to ensure past exposures remain protected.

503.04 Workers' Compensation Insurance

Requirements

You must ensure:

- the Property has workers compensation and employers liability insurance (including terrorism coverage), if required where the Property is located; and
- coverage meets the statutory limits.

503.05 Directors' and Officers' Liability Insurance

Requirements

You must ensure for each Property owned by a Cooperative Organization, that each Borrower maintains directors' and officers' liability insurance with:

- coverage equal to at least $1 million per claim or per occurrence; and
- a deductible less than or equal to $50,000.

Section 504 Environmental Matters

Guidance

Any environmental conditions or risks impacting the Property should be fully understood and considered in the underwriting.

504.01 Environmental Site Assessments

Requirements

You must:

- comply with the Environmental Due Diligence Requirements (Form 4251), including obtaining a Phase I Environmental Site Assessment (Phase I ESA) of the entire Property;
- ensure the Phase I ESA:

- is performed per the instructions in Form 4251, including meeting the current requirements of ASTM E1527;
- is prepared by an environmental professional as that term is defined in 40 C.F.R. 312.10 (an Environmental Professional);
- identifies all environmental conditions and risks that may potentially impact
  - resident safety,
  - marketability, or
  - Property value; and
- clearly identifies how to properly mitigate those conditions and risks, including where applicable:
  - the Environmental Professionals recommendations regarding additional investigation, or requirements of government authority or regulatory agency; or
  - action to remediate or abate any Recognized Environmental Condition (REC)/Controlled Recognized Environmental Condition (CREC), as those terms are defined in ASTM E1527; and

- obtain Fannie Mae's approval before Rate Lock if the Phase I ESA identified any RECs/CRECs.

Guidance

You may rely on a preliminary or draft Phase I ESA to obtain a Rate Lock and Commitment.

504.02 Lender's Responsibilities

Requirements

You must:

- Obtain all investigations recommended or indicated by the Phase I ESA.
- Conduct a thorough review and analysis of the Phase I ESA.
- Provide the Environmental Professional with all available prior Phase I ESAs, investigations, and any relevant and readily available environmental materials.
- Provide the Appraiser with any documentation from the Phase I ESA necessary to accurately assess the Property's value.

- Identify if the Property's state has an environmental Super Lien Statute and, if so, confirm Property conditions are unlikely to result in the imposition of a super lien having priority over the Security Instrument.
- Disclose to Fannie Mae your knowledge of any actual or suspected environmental conditions affecting the Property, whether or not disclosed in the Phase I ESA.
- Ensure any required Operations and Maintenance Plans (O&M Plans) are obtained and located on the site throughout the Mortgage Loan term.
- Assess the Borrowers ability to carry out any O&M Plan.
- Not Deliver a Mortgage Loan if the Borrower or its agents are not financially or organizationally capable of satisfying the requirements of the O&M Plan.
- Evaluate the potential risk of loss and liability to the Property, the Borrower, you, or Fannie Mae posed by any
  - REC/CREC,
  - Business Environmental Risk, or
  - other environmental condition, whether or not disclosed in the Phase I ESA.

If you become aware of any REC/CREC, you must:

- obtain a Remediation Plan from the Borrower that
  - is prepared by an Environmental Professional, as required by Form 4251,
  - will protect the health and safety of the residents and bring the Property into regulatory compliance, and
  - includes a cost estimate and schedule for completing the work; and
- add the estimated cost of the Remediation Plan to the Completion/Repair Escrow requirement of the Loan Documents.

Guidance

The amount funded into the Completion/Repair Escrow on the Mortgage Loan Origination Date should be at least 125% of the estimated cost of the Remediation Plan.

504.03 Environmental Indemnity Agreement

Requirements

You must:

- consider revisions to the Environmental Indemnity Agreement (Form 6085) to protect you and Fannie Mae from liability associated with any
  - REC/CREC (including the cost to investigate/remediate any such condition), and
  - violation of Environmental Laws by the Borrower;
- document your evaluation of potential revisions, including at a minimum, whether the following revisions are appropriate:
  - additional representation and warranty where the Borrower disclaims responsibility for any REC/CREC, if appropriate and accurate; and
  - additional covenant(s) requiring
    - implementation of the Remediation Plan,
    - compliance with any Environmental Activity and Use Limitations and/or institutional or engineering controls, and
    - maintenance of Borrower eligibility for applicable liability protection status;
- specifically identifying any liability associated with the REC/CREC in the indemnification provisions; and
- other required terms and conditions based on Fannie Mae environmental counsel review.

Section 505 Seismic Risk

505.01 Seismic Hazard and Risk Factors

☑ Requirements

You must:

- assess the seismic risk before Rate Lock by analyzing the PGA at the Property's location;
- determine if the Property has an acceptable level of seismic risk;
- complete Form 4099.C if the Property is located in a High Seismic Risk area;
- obtain a Seismic Risk Assessment (SRA) if a Structural Risk Factor is

identified per Form 4099.C; and

- not Deliver a Mortgage Loan if the Property has
  - a PGA equal to or greater than 0.15g, and
  - 1 of these Structural Risk Factors:
    - an unreinforced masonry building that has not been seismically retrofitted; or
    - a building constructed on a slope with an angle exceeding 30 degrees (a 50% slope).

Guidance

After you Deliver the Mortgage Loan, no additional seismic risk evaluation is needed.

505.02 Seismic Risk Assessment (SRA)

Requirements

You must:

- obtain a Level 1 SRA dated within 12 months before the Commitment Date for any Property with one of the Structural Risk Factors listed in Form 4099.C; and
- ensure the SRA:
  - meets the ASTM seismic standards (ASTM E2026 Standard Guide for Seismic Risk Assessment of Buildings and ASTM E2557 Standard Practice for Probable Maximum Loss (PML) Evaluations for Earthquake Due Diligence Assessments);
  - includes estimates for the Scenario Expected Loss (SEL) and the Scenario Upper Loss (SUL);
  - uses a 10% probability of exceedance in a 50-year period;
  - meets ASTM seismic standard professional qualifications; and
  - complies with Form 4099.C, including
    - structured data per Seismic Risk Assessment Data Supplement (Form 4093), and
    - a report narrative.

Guidance

For a Small Mortgage Loan:

- the SRA field investigation may be performed by a PCA consultant or field observer if that professional has at least 2 years of experience performing seismic risk assessments; and
- a new SRA is not required for Supplemental Mortgage Loans; you may rely on the original underwriting seismic analysis.

505.03 Acceptable Levels of Seismic Risk

Guidance

The Property's SEL percentage and the building stability assessment determines if the seismic risk is acceptable.

Requirements

You must:

- determine if the Propertys seismic risk is acceptable by confirming all income-producing Improvements or any non-income producing Improvements that support amenities:
  - comply with Part II, Chapter 5: Property and Liability Insurance, Section 505.03: Acceptable Levels of Seismic Risk;
  - have an SEL of 20% or less; and
  - meet the current building stability requirements of ASTM E2026;
- not Deliver a Mortgage Loan secured by a Property having any Improvements with an SEL greater than 40%; and
- document your analysis and conclusions in your Transaction Approval Memo, including:
  - a Level 1 SRA, including Appendix X4 (ASTM E2557);
  - your analysis of the seismic issues and recommendation, describing the:
    - severity and pervasiveness of the conditions driving the SEL and stability issues;
    - risks presented to
      - building stability,
      - building damageability,



    - site stability, and
    - life safety; and
  - recommended retrofit or remediation requirements;
- a retrofit letter or the Borrowers retrofit plan, including the
  - timetable, and
  - cost estimate;
- Form 4099.C; and
- a minimum of 6 Property photos, including
  - photos of areas significant to the seismic calculation or stability issue, and
  - elevation views of any Improvements having
    - an SEL over 20%, or
    - a stability issue.

505.04 Seismic Retrofit Ordinances

☑ Requirements

You must ensure the SRA describes a proposed retrofit plan, including associated costs, if a Property must be retrofitted under any

- law,
- regulation, or
- ordinance.

505.05 Seismic Risk Mitigants

☑ Requirements

For any Property where any Improvements have an SEL greater than 20% or a building stability issue, you must contact Multifamily Insurance to determine acceptable mitigants for Mortgage Loan Delivery, including:

- performing a seismic retrofit sufficient to resolve all stability issues and reduce the SEL of all Improvements to 20% or below; and
- obtaining earthquake insurance coverage per Part II, Chapter 5:

Property and Liability Insurance, Section 502.04: Earthquake Insurance.

Earthquake insurance does not mitigate seismic risk.

Section 506 Insurance During Additional Dwelling Unit Construction

506.01 Generally

☑ Requirements

You must ensure:

- compliant property insurance coverage is in place beginning on the Construction Activity Start Date through the Construction Activity Completion Date; and
- insurance compliant with Part II, Chapter 5: Property and Liability Insurance is in effect, with no lapse in coverage, following the Construction Activity Completion Date.

506.02 Builder's Risk Insurance

☑ Requirements

You must ensure builders risk insurance:

- is in place if property insurance coverage is excluded or otherwise limited during
  - Property construction,
  - renovation, or
  - restoration;
- coverage begins on the Construction Activity Start Date through the Construction Activity Completion Date;
- coverage equals at least 100% of the completed value, including:
  - the aggregate of all project contracts and materials to complete the Construction Activity; and
  - all soft costs (on a non-reporting basis), including, but not limited to
    - interest during the Construction Activity,
    - taxes,
    - architect/engineering fees, and

- other overhead items attributable to delay; and

- maximum deductible does not exceed $50,000.

You must determine which soft costs will reoccur in the event of loss.

For...	You must ensure coverage is...
Reoccurring soft costs	100%.
Non-reoccurring soft costs	at least 10%.

506.03 Commercial General Liability Insurance

☑ Requirements

You must ensure the:

- general liability insurance limits are at least:
  - $1 million per occurrence; and
  - $2 million general aggregate;
- coverage complies with Part II, Chapter 5: Property and Liability Insurance, Section 503.01: Generally;
- Borrower is listed as Additional Insured on the general contractors policy, unless the Borrower is
  - licensed,
  - qualified, and
  - serving as its own general contractor; and
- maximum deductible does not exceed the applicable maximum amount per Part II, Chapter 5: Property and Liability Insurance, Section 503.02: Commercial General Liability Insurance.

The requirements in this Commercial General Liability Insurance section are satisfied if you ensure the:

- Borrower obtains program coverage through
  - an Owner-Controlled Insurance Program (OCIP), or
  - a Contractor-Controlled Insurance Program (CCIP); and

- coverage continues through the applicable statutes of limitation.

506.04 Commercial Auto Liability Insurance

☑ Requirements

You must ensure commercial auto liability insurance for any vehicles used in connection with the Construction Activity:

- has the Borrower named as an Additional Insured (if Borrower is not serving as the general contractor) on all policies covering vehicles used by its general contractor in connection with the Construction Activity;
- includes personal injury protection compliant with any applicable state or local laws;
- has coverage not less than $1 million per occurrence; and
- has a maximum deductible not exceeding $50,000.

506.05 Professional Liability Insurance

☑ Requirements

If architects, engineers, or other licensed design professionals perform services for the Construction Activity, you must ensure:

- professional liability coverage is maintained from the date professional services for the Construction Activity begin through the later of the:
  - completion of all professional services related to the Construction Activity; or
  - Construction Activity Completion Date;
- coverage limits are at least
  - $1 million per claim or per occurrence, and
  - $2 million general aggregate; and
- any Claims-Made Policy includes a retroactive date preceding the Construction Activity Start Date.

If the Borrower changes its coverage from a Claims-Made Policy to an Occurrence-Based Policy, you must ensure the Borrower obtains retroactive or tail coverage to ensure past exposures remain protected.

506.06 Flood Insurance



☑ Requirements

You must:

- comply with Part II, Chapter 5: Property and Liability Insurance, Section 502.03: Flood Insurance; and
- ensure a new Flood Zone Determination (FZD) form is obtained no later than:
  - 30 days before the Construction Activity Start Date; and
  - 60 days after the Construction Activity Completion Date.

Glossary

A

Acquisition	Any Purchase of either the: • Propertys fee simple or leasehold interest via a deed transfer; or • Controlling Interest in the Borrower. **Synonyms** • Acquisitions
Action Plan	Your report analyzing • the Mortgage Loan and Property issues, • your resolution strategy, and • related actions and outcomes. **Synonyms** • Action Plans

Affiliate	When referring to an affiliate of a Lender, any other Person or entity that Controls, is Controlled by, or is under common Control with, the Lender. When referring to an affiliate of a Borrower or Key Principal: • any Person that owns any direct ownership interest in Borrower or Key Principal; • any Person that indirectly owns, with the power to vote, 20% or more of the ownership interests in Borrower or Key Principal; • any Person Controlled by, under common Control with, or which Controls, Borrower or Key Principal; • any entity in which Borrower or Key Principal directly or indirectly owns, with the power to vote, 20% or more of the ownership interests in such entity; or • any other individual that is related (to the third degree of consanguinity) by blood or marriage to Borrower or Key Principal. **Synonyms** • Affiliates • Affiliate's
Affordable Regulatory Agreement	Recorded or unrecorded regulatory, land use, extended use, restrictive covenant, or similar agreement or restriction that is imposed by a Public Entity, placing rent, income, or other affordability restrictions on the use or occupancy of the Property, but which does not include a HAP Contract. **Synonyms** • Affordable Regulatory Agreements
ALTA	American Land Title Association

Appraisal	Written statement independently and impartially prepared by a qualified Appraiser stating an opinion of the Property's market value • as of a specific date, and • supported by the presentation and analysis of relevant market information. **Synonyms** • Appraisals • Appraisal's
Appraisal Date	Effective date of value in the Appraisal.
Appraised Value	Appraisers opinion of the Property's market value documented in the Appraisal, on an as is basis, unless use of an as completed basis is specifically permitted per the Guide. **Synonyms** • Appraised Values
Appraiser	Person engaged to estimate a Propertys market value per USPAP. **Synonyms** • Appraiser's • Appraisers
Assisted Living	Seniors Housing Property offering services limited to non-medical personal care, including ADL assistance, which are typically licensed and regulated by a state or local governmental authority. **Synonyms** • AL
ASTM	American Society for Testing Materials

B

Bifurcated Mortgage Loan	Single Senior Mortgage Loan that is evidenced by 2 Notes with the same payment and collateral priority. **Synonyms** • Bifurcated Mortgage Loans
Blanket Policy	Insurance policy providing coverage for multiple properties and/or multiple perils. **Synonyms** • Blanket
Bonds	Tax-exempt or taxable multifamily revenue bonds, or other tax-exempt or taxable bonds, issued to finance 1 or more Credit Enhancement Mortgage Loan Properties. **Synonyms** • Bond
Book-Entry Date	Date a Security is delivered by Fannie Mae via the Federal Reserve book-entry system to the applicable Investors designated book-entry account at a depository institution. **Synonyms** • Book-Entry Delivery Date • Settlement Date
Borrower	Person who is the obligor per the Note. **Synonyms** • Borrowers • Borrower's

Brokered Transaction	Any Mortgage Loan sourced by you using a third party (e.g., a Mortgage Loan Broker or Correspondent) for which the third party receives a referral or other similar fee paid by you or by, or on behalf of, the Borrower. The following are not Brokered Transactions, even when a referral or other similar fee is paid or received: • you use an investment sale broker retained solely to assist in selling a Portfolio Mortgage Loan Property that is not being refinanced with Fannie Mae; • the third party is another multifamily Lender; • the third party continues receiving ongoing referral or other similar fees after the Mortgage Loan Origination Date for subsequent Mortgage Loans originated by you with that same Sponsor and with which the third party is not involved; or • the third party owns more than 5% of your total equity. **Synonyms** • Brokered Transactions
Business Day	Any day other than a • Saturday, • Sunday, • day when Fannie Mae is closed, • day when the Federal Reserve Bank of New York is closed, or • for any MBS and required remittance withdrawal, day when the Federal Reserve Bank is closed in the district where any of the MBS funds are held. **Synonyms** • Business Days

Business Environmental Risk	Risk of material environmental or environmentally-driven impact on the business or property associated with a Property or the past, current or planned use of a Property, including all non-scope considerations under current ASTM E 1527, asbestos or asbestos-containing materials, radon, lead-based paint, lead in drinking water, wetlands, regulatory compliance, health and safety, indoor air quality, biological agents, mold, etc. **Synonyms** • Business Environmental Risks

C

Captive Insurer	Insurance company wholly owned and controlled by its insureds, whose primary purpose is to insure the risks of its owners, and its insureds benefit from the captive insurer's underwriting profits. **Synonyms** • Captive Insurer's • Captive Insurers
Catastrophic Event	Natural or man-made hazard resulting in an event of substantial extent causing • significant physical damage or destruction, • loss of life, or • drastic change to the natural environment, such as - earthquake, - flood, - terrorist attack, or - windstorm. **Synonyms** • Catastrophic Events

Choice Refinance Loan	Mortgage Loan refinancing a Portfolio Mortgage Loan using streamlined underwriting per Part III, Chapter 17: Choice Refinance Loans. **Synonyms** • Choice Refinance Loans
Collateral	Property, Personal Property, or other property securing a Mortgage Loan.
Commitment	Contractual agreement between you and Fannie Mae where Fannie Mae agrees to buy a Mortgage Loan at a future date in exchange for an MBS, or at a specific price for a Cash Mortgage Loan, and you agree to Deliver that Mortgage Loan. **Synonyms** • Committed • Commitments
Commitment Date	Date a Commitment is confirmed by Fannie Mae per Part IV, Chapter 2: Rate Lock and Committing, Section 204: Commitments.
Completion/Repair Escrow	Custodial Account funded on the Mortgage Loan Origination Date for Completion/Repairs or capital improvements per the Loan Documents.
Completion/Repair Schedule	The Required Repair Schedule to the Multifamily Loan Agreement (Form 6001 series) and the applicable parts of the Multifamily Loan Agreement, or other Fannie Mae-approved agreement, evidencing: • the Borrowers agreement to - fund the Completion/Repair Escrow, and - perform Completion/Repairs; and • Completion/Repair Escrow disbursement terms. **Synonyms** • Completion/Repair Schedules

Completion/Repairs	Repairs or capital item replacements and deferred maintenance: • identified per the Property Condition Assessment; and • required per the - Completion/Repair Schedule, or - Completion/Repair Agreement. **Synonyms** • Completion/Repair
Condominium	Statutorily established Property ownership regime where Condominium Documents designate: • individual units for separate ownership; and • common areas for shared use and joint ownership by the unit owners.
Construction Activity	Construction, renovation, or restoration of Improvements: • beginning on the Construction Activity Start Date; and • ending on the Construction Activity Completion Date.
Construction Activity Completion Date	The later of the date when: • substantial completion is achieved; or • any required certificates of occupancy, licenses, or permits required by applicable law following completion of the Construction Activity are issued.
Construction Activity Start Date	The earlier of the date: • physical work at the Property commences; or • delivery of materials (whether located onsite or offsite) intended to be used in the construction of Improvements occurs.



Control	Possessing, directly or indirectly, the power to direct or cause the management and operations of an entity (e.g., through the ownership of voting securities or other ownership interests, or by contract). **Synonyms** • Controlling • Controlled • Controls
Controlling Interest	For any entity, ownership or control of 50% or more of the ownership interests in the entity or the power or right to control or modify, directly or indirectly, the management and operations of the entity.
Cooperative Maintenance Fee	Periodic fee assessed each shareholder or owner of a Cooperative Organization to fund costs and expenses associated with ongoing operations of the Cooperative Property. **Synonyms** • Cooperative Maintenance Fees
Cooperative Organization	Corporation or legal entity where each shareholder or equity owner is granted the right to occupy a unit in a multifamily residential property under a proprietary lease or occupancy agreement.
Cooperative Property	Multifamily residential property owned by a Cooperative Organization. **Synonyms** • Co-op • Cooperative

Cost Certification	Independent third-party audit report itemizing the Property's construction and development costs, including a statement of eligible and qualified basis, submitted to the state housing finance agency to obtain IRS Form 8609(s).
Credit Facility	Structured Transaction governed by a Master Credit Facility Agreement requiring Mortgage Loans and Properties to be • cross-defaulted, and • cross-collateralized. **Synonyms** • Credit Facilities • Credit Facility's

D

Debt Service Coverage Ratio	On an annual basis or any specified period, the ratio of Net Cash Flow to the total of: principal, interest, and required Mezzanine Financing or Hard Pay Preferred Equity payments. **Synonyms** • DSCR
Decontrol Event	For Properties located in New York City, an event that causes a property or unit to be removed from rent control but subject to rent-stabilization pursuant to New York City rent stabilization laws.

Delivery	Submission of all correct, accurate, and certifiable documents, data, and information with all applicable documents properly completed, executed, and recorded as needed, and any deficiencies resolved to Fannie Maes satisfaction. **Synonyms** • Deliver • Delivered • Deliveries
DocWay	Business-to-business electronic documentation delivery application, or any successor system.
Down Unit	Unit currently not rentable in the normal course of business due to requiring more than routine maintenance and repairs. **Synonyms** • Down Units
DUS	Delegated Underwriting and Servicing
DUS Gateway	Multifamily pre-acquisition system, or any successor systems, recording deal registration, Pre-Review and/or waiver tracking, Mortgage Loan Commitments, and decision records.

E

Effective Gross Income	For any specified period, the Property's total Net Rental Income, plus commercial income, plus other income, all calculated per Part II, Chapter 2: Valuation and Income, Section 203: Income Analysis and the applicable products and features in Part III. **Synonyms** • EGI

Environmental Activity and Use Limitations	Legal or physical restrictions or limitations on the use of, or access to, all or any portion of a site, facility, groundwater, soils, or other media at, on, about or under a site or facility to reduce or eliminate potential exposure to Hazardous Materials or to prevent activities that could interfere with the effectiveness of a Hazardous Materials removal, response or remediation.
Environmental Laws	All current federal, state, and local laws, ordinances, regulations, standards, rules, policies, and other governmental requirements, administrative rulings, court judgments, and decrees, and all amendments thereto, relating to pollution or protection of human health, wildlife, wetlands, natural resources or the environment (including ambient air, surface water, ground water, land surface, or subsurface strata) including such laws governing or regulating the use, generation, storage, removal, remediation, recovery, treatment, handling, transport, disposal, control, release, discharge of, or exposure to, Hazardous Materials, and voluntary cleanup programs and/or brownfields programs.
Environmental Site Assessment	Investigation and resulting report (Phase I ESA or Phase II ESA) conducted per Environmental Due Diligence Requirements (Form 4251), identifying if a Property has Recognized Environmental Conditions or Business Environmental Risks. **Synonyms** • ESA • Environmental Site Assessments

Essential Elements	A Shared Use Propertys amenities, common areas or infrastructure: • impacting or essential to the: - operation, - use, - value and marketability, - leasing, - refinancing, and/or - zoning or legal compliance; and • examples of Essential Elements may include: - parking, - roadways, - utility easements, and - amenities such as ▪ laundry facilities, ▪ clubhouses, ▪ pools, ▪ playgrounds, ▪ tennis courts, ▪ fitness clubs, and ▪ recreational facilities.

F

FEMA	Federal Emergency Management Agency **Synonyms** • FEMA's
FIRREA	Financial Institutions Reform, Recovery, and Enforcement Act of 1989.

Foreclosure Event	Any of the following: • Foreclosure per the Security Instrument; • Fannie Mae's exercise of rights and remedies per the Security Instrument or applicable law (including Insolvency Laws) as holder of the Mortgage Loan and/or the Security Instrument, where Fannie Mae (or its designee or nominee), or a third-party purchaser, becomes the Property owner; • Borrower delivers Fannie Mae (or its designee or nominee) a deed or other conveyance of the Property in lieu of any of the foregoing; or • in Louisiana, any dation en paiement.
Form 4660	Multifamily Underwriting Standards identifying Pre-Review Mortgage Loans and containing the underwriting requirements (e.g., debt service coverage ratio, loan to value ratio, interest only, underwriting floors, etc.) for all Mortgage Loans. **Synonyms** • Multifamily Underwriting Standards

G

Gross Note Rate	Mortgage Loan interest rate stated in the Loan Documents.
Gross Potential Rent	On an annual basis or any specified period, the total actual and potential rent for a Property per Part II, Chapter 2: Valuation and Income, Section 203: Income Analysis and the applicable products and features in Part III. **Synonyms** • GPR
Ground Lease	Contract for the rental of land, usually on a long term basis.



Guarantor	Key Principal or other Person executing a • Payment Guaranty, • Non-Recourse Guaranty, or • any other Mortgage Loan guaranty. **Synonyms** • Guarantors
Guaranty	Payment Guaranty, Non-Recourse Guaranty, or other guaranty by a Guarantor for the Mortgage Loan.
Guide	Multifamily Selling and Servicing Guide controlling all Lender and Servicer requirements unless a Lender Contract specifies otherwise. **Synonyms** • DUS Guide

H

High Performance Building Module	PCA High Performance Building Module assessing cost effective opportunities to increase a Propertys energy and water efficiency and reduce costs. **Synonyms** • HPB Module
High Seismic Risk	Area or a specific site identified by the most recent USGS data (see United States Geological Survey (USGS) Peak Ground Acceleration (PGA) Calculator Tutorial) as having a PGA equal to or greater than 0.15g (i.e., 15% of the acceleration of gravity (g) using a 10% probability of exceedance in a 50-year period).

Homeowner	For an MH Community, a tenant of the Borrower who pays ground rent to the owner for use and occupancy of the MH Site and for use of the MH Communitys utilities and amenities. **Synonyms** • Homeowners
HPB	High Performance Building
HUD	U.S. Department of Housing and Urban Development **Synonyms** • HUD's

I

Improvements	Buildings, structures, improvements, and alterations, including the multifamily housing dwellings, now or hereafter constructed or placed on the Property, including all fixtures (as defined in the UCC). **Synonyms** • Improvements'
Independent Living	Seniors Housing providing limited programs of assistance for domestic activities (e.g. meals, housekeeping, activities, transportation, etc.), and typically resembles market rate units. **Synonyms** • IL
Insurable Value	For any Property, the estimate of the maximum dollar amount needed to replace, repair, or reproduce the Property, but excluding any land value. **Synonyms** • Insurable Values

Intangible Property	Business value, goodwill, and any other intangible value attributed to the Property being operated as a multifamily housing development.
Interest Rate Cap	Interest rate agreement between the Borrower and a provider for which the Borrower receives payments at the end of each period when the interest rate exceeds the Cap Strike Rate. The Interest Rate Cap provides a ceiling (or cap) on the Borrower's Mortgage Loan interest payments. **Synonyms** • Interest Rate Caps • Interest Rate Hedge • Interest Rate Hedges • Interest Rate Swap • Interest Rate Cap's
Interest Rate Cap Agreement	Contract setting forth the terms and conditions of an Interest Rate Cap, Hedge, or Swap. **Synonyms** • Interest Rate Hedge Agreement • Interest Rate Swap Agreement

J

Joint Loss Agreement	Provision used when more than 1 insurer gives the same property coverage to temporarily allocate losses to ensure prompt payment to the policyholder. For covered losses, insurers pay the policyholder: • any undisputed amounts; and • all remaining sums in equal shares and insurers arbitrate among themselves to determine final responsibility for those sums.

K

Key Principal	Person who • controls and/or manages the Borrower or the Property, • is critical to the successful operation and management of the Borrower and the Property, and/or • may be required to provide a Guaranty. **Synonyms** • Key Principals • Key Principal's

L

Lease	Written agreement between an owner and the tenant of a Property stipulating the conditions for possession and use of real estate for a specified period of time and rent. **Synonyms** • Leases
Leasehold	Property held under a long-term lease or Ground Lease.
Lender	Person Fannie Mae approved to sell or service Mortgage Loans. **Synonyms** • Lenders • Lender's

Lender Appraisal Function	The Lender: • internal roles or job functions, including any employees that report up to the Chief Underwriter (but excluding any Lender Loan Origination Functions), involved with the following Appraisal-related responsibilities: - engaging the Appraiser; - defining the Appraisals scope of work; - managing the Appraiser; or - reviewing the Appraisal; and • employees or Outside Parties who perform or manage those job functions. **Synonyms** • Lender Appraisal Functions
Lender Contract	Program Documents per the Multifamily Selling and Servicing Agreement. **Synonyms** • Lender's Contract • Lender Contracts • Contract • Multifamily Selling and Servicing Agreement • MSSA
Lender Loan Origination Function	Any: • Lender internal roles or job functions reporting up to the Chief Production Officer; • Lender employees who receive a commission or bonus if the Mortgage Loan closes, including any employees or functions that report up to these roles and/or their immediate supervisor; • Mortgage Loan Brokers; or • Correspondents. **Synonyms** • Lender Loan Origination Functions

Lien	Lien, mortgage, bond interest, pledge, security interest, charge, or encumbrance of any kind. **Synonyms** • Liens
Loan Documents	All Fannie Mae-approved documents evidencing, securing, or guaranteeing the Mortgage Loan. **Synonyms** • Loan Document • Mortgage Loan Document • Mortgage Loan Documents
Loan Year	Period beginning on the date of the Note and ending on the last day of the month that is 12 full months after the date of the Note, and each successive 12-month period thereafter. **Synonyms** • Loan Years
Loan-to-Value Ratio	Ratio of the actual aggregate UPB of the Mortgage Loan, plus any Pre-Existing Mortgage Loans, plus any Hard Pay Preferred Equity, plus any Mezzanine Financing, to the value of the Property, expressed as a percentage. **Synonyms** • LTV • LTV Ratio

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Low-Income Housing Tax Credit	Federal program offering tax credits to owners of eligible properties that contain low-income occupants and rent restrictions. **Synonyms** • Low-Income Housing Tax Credits • Low Income Housing Tax Credits • LIHTC • LIHTCs

M

MAMP	Multifamily Asset Management Portal used to submit • Property inspections, • operating statements, • requested modifications, • asset management reports, and • data corrections for loan or property attributes. **Synonyms** • Multifamily Asset Management Portal • MAMP's
Manufactured Housing Community	Residential real estate development with lots on which manufactured homes are located, together with amenities, utility services, landscaping, roads, and other infrastructure. **Synonyms** • Manufactured Housing Property • MH Community • MH Community's • MH Communities • MHC

Material Commercial Lease	Lease, sublease, license, concession, grant, or other possessory interest • for commercial purposes comprising 5% or more of the Property's annual EGI, or • relating to: - solar power, thermal power generation, or co-power generation, or the installation of solar panels or any other electrical power generation equipment, and any related power purchase agreement; or - any Property dwelling units leased to ▪ a Borrower Affiliate, ▪ any Key Principal, or ▪ any Principal. **Synonyms** • Material Commercial Leases
Maturity Date	Date all Mortgage Loan amounts become fully due and payable per the Loan Documents. **Synonyms** • Maturity Dates
MBA	Mortgage Bankers Association **Synonyms** • MBA's
MBS	Mortgage-Backed Security
Metropolitan Statistical Area	Geographic delineation for a metropolitan area determined by the U.S. Census Bureau. **Synonyms** • MSA • MSA's



Moderate Rehabilitation Property	Property that will undergo at least $8,000 per unit of Rehabilitation Work. **Synonyms** • Moderate Rehabilitation
Modular Housing	Multifamily Improvements located on a Property that are comprised of components or modules built off-site, such as modular, prefabricated, panelized, or sectional housing, and then assembled and installed on-site on a permanent foundation (and not a chassis).
Mortgage Loan	Mortgage debt obligation evidenced, or when made will be evidenced, by • the Loan Documents, or • a mortgage debt obligation with a Fannie Mae credit enhancement. **Synonyms** • Mortgage Loans • Mortgage Loan's
Mortgage Loan Broker	Third-party Person who arranges • Mortgage Loan financing on the Borrowers behalf, or • Transfers/Assumptions on behalf of the - new Borrower for an assumption, or - transferee for a transfer. **Synonyms** • Broker • Brokers • Mortgage Loan Brokers
Mortgage Loan Delivery Package	Loan Documents and underwriting material required in connection with the Delivery of a Mortgage Loan.

Mortgage Loan Origination Date	Date you fund a Mortgage Loan to the Borrower. **Synonyms** • Mortgage Loan's Origination Date • Origination Date
Multifamily Affordable Housing Property	Property that: • complies with Part III, Chapter 7: Multifamily Affordable Housing Properties, Section 702: MAH Property Eligibility; and • is underwritten per Part III, Chapter 7: Multifamily Affordable Housing Properties. **Synonyms** • MAH • Multifamily Affordable Housing • MAH Property
Multifamily Committing and Delivery System	Electronic committing and delivery system used for issuing and confirming Commitments for acquiring Mortgage Loans, or any such successor system. **Synonyms** • C&D • Multifamily Committing and Delivery Systems
Multifamily Insurance	Team that can be contacted at drawer_insurance@fanniemae.com.
Multifamily Loan Agreement	Agreement evidencing Mortgage Loan terms using • Form 6001 series Loan Documents, or • another Fannie Mae-approved form. **Synonyms** • Multifamily Loan Agreements

N

National Flood Insurance Program	Program of flood insurance coverage and floodplain management administered under the National Flood Insurance Act. **Synonyms** • NFIP
National Society of Professional Surveyors	National Society of Professional Surveyors **Synonyms** • NSPS
Near Stabilized Property	Newly constructed or recently rehabilitated Property, with all construction or rehabilitation complete, which is expected to achieve Stabilized Residential Occupancy and the applicable required Underwritten Debt Service Coverage Ratio within 120 days after the Mortgage Loan Origination Date.
Net Cash Flow	At underwriting or for any specified period, the amount calculated per Part II, Chapter 2: Valuation and Income, Section 203: Income Analysis and the applicable products and features in Part III. **Synonyms** • NCF
Net Operating Income	At underwriting or for any specified period, the Property's total Effective Gross Income minus operating expenses. **Synonyms** • NOI

Net Rental Income	For any specified period, the Property's net rental income calculated per Part II, Chapter 2: Valuation and Income, Section 203: Income Analysis and the applicable products and features in Part III. **Synonyms** • NRI
New Construction	Property recently developed/constructed with any certificates of occupancy received within 12 months before the Commitment Date.

Note	Instrument evidencing a Mortgage Loan obligation, including
	• Form 6010 series,
	• any other Fannie Mae-approved note, and
	• all applicable
	  - addenda,
	  - schedules, and
	  - exhibits.
	
	Synonyms
	• Notes

O

Operations and Maintenance Plan	Required plan for remediating a Recognized Environmental Condition or Business Environmental Risk as described in Environmental Due Diligence Requirements (Form 4251). **Synonyms** • O&M • O&M Plan • O&M Plans

Origination Fee	Fee you charge the Borrower for underwriting and originating the Mortgage Loan. **Synonyms** • Origination Fees
Outside Party	Person you retain to perform services for multifamily Mortgage Loans (e.g., Appraisers, inspectors, Correspondents, law firms, engineers, environmental consultants, and Brokers, title companies, or title agents). **Synonyms** • Outside Parties

P

Payment Guaranty	Guaranty executed by a Key Principal on Form 4502 series or Form 6020 series, or approved by Fannie Mae.
PCA Consultant	Individual or firm conducting a PCA and preparing a PCA Report. **Synonyms** • PCA Consultant's
PCA Report	Property Condition Assessment Report documenting the findings of a PCA.

Permitted Encumbrances	The following permitted title exceptions: • lien of current real property taxes, water charges, sewer rents and assessments not yet due and payable; • covenants, conditions and restrictions, rights of way, easements and other matters of public record acceptable to the Lender and specifically identified in the Title Policy; • pre-printed exceptions (general and specific) and exclusions set forth in the Title Policy and acceptable to the Lender; • rights of tenants (as tenants only) under leases (including subleases) pertaining to the Property; • if the Mortgage Loan is cross-collateralized, the lien of the Mortgage for another Mortgage Loan contained in the same cross-collateralized group; and • condominium declarations of record acceptable to the Lender and identified in the Title Policy, provided that none of items (a) through (f), individually or in the aggregate, materially interferes with the current marketability or principal use of the Property, the security intended to be provided by the Mortgage, or the current ability of the Property to generate net cash flow sufficient to service the Mortgage Loan or the Borrowers ability to pay its obligations when they become due.
Person	Legal person, including an • individual, • estate, • trust, • corporation, • partnership, • limited liability company, • financial institution, • joint venture, • association, or • other organization or entity (whether governmental or private). **Synonyms** • Persons • Person's

Personal Property	Furniture, fixtures, equipment, and other tangible personal property located on or used in connection with the Property.
PGA	Peak Ground Acceleration as determined by the United States Geological Survey.
Phase I ESA	Environmental Site Assessment conducted per the current ASTM E-1527 standard and the resulting report. **Synonyms** • Phase I Environmental Site Assessment • Phase I ESAs
Phased Properties	Property that is one section of an existing or future complex and the Property is intended to be operated together with another property in the complex, and/or with shared access and amenities. **Synonyms** • Phased Property
Portfolio Mortgage Loan	Mortgage Loan purchased by Fannie Mae and held as of a certain date regardless of whether it is a Cash Mortgage Loan or an MBS Mortgage Loan. **Synonyms** • Portfolio Mortgage Loans • Portfolio Mortgage Loan's
Prepayment Premium	For a Mortgage Loan prepayment, amount the Borrower must pay in addition to the prepaid principal and accrued interest per the Loan Documents. **Synonyms** • Prepayment Premiums

Prepayment Premium Period End Date	Last date when a Borrower owes a Prepayment Premium for a voluntary Mortgage Loan prepayment.
Pricing and Underwriting Tier	Tier 1, Tier 2, Tier 3, or Tier 4 per the Multifamily Underwriting Standards (Form 4660). **Synonyms** • Tier
Principal	Person who owns or controls, in the aggregate, directly or indirectly (together with that Person's Immediate Family Members, if an individual), specified interests in the Borrower per Part I, Chapter 3: Borrower, Guarantor, Key Principals, and Principals, Section 303: Key Principals, Principals, and Guarantors. **Synonyms** • Principals
Project	Multifamily buildings • on multiple Properties, • owned by the same Borrower, and • that comply with Part II, Chapter 1: Attributes and Characteristics, Section 103.01: Single Borrower Ownership. **Synonyms** • Projects
Property	Multifamily residential real estate securing the Mortgage Loan, including the • fee simple or Leasehold interest, • Improvements, and • personal property (per the Uniform Commercial Code). **Synonyms** • Properties • Property's

Property Condition Assessment	Assessment of the Property's physical condition and historical operation. **Synonyms** • PCA • PNA • Physical Needs Assessment • PCAs
Property Condition Rating	An assessment of the Propertys overall condition per the MBA Standard Inspection Form, expressed on a scale from 1 (the best Property Condition Rating) to 5 (lowest Property Condition Rating). **Synonyms** • Property Condition Ratings
Purchase/Sales Agreement	Final fully executed purchase or sales contract or agreement (including all amendments, assignments, extensions, joinders/acknowledgements, and related documents) for an Acquisition. **Synonyms** • PSA

Q

Qualified Occupant	Party occupying a dwelling unit in a Property in full compliance with a lease. **Synonyms** • Qualified Occupants • Qualified Tenant • Qualified Tenants

R

Rate Lock	Agreement between you and the Investor containing the terms of the Lender-Arranged Sale or Multifamily Trading Desk trade of the Mortgage Loan and the MBS terms and conditions relating to the underlying MBS, if applicable, which may be documented via a recorded telephone conversation. **Synonyms** • Rate Locks
Refinance Interest Rate	Maximum interest rate that could be supported based on the UPB, required DSCR, and projected Net Cash Flow for the first year following the Maturity Date. **Synonyms** • Exit Interest Rate • Exit Rate
Rehabilitation Reserve Account	Custodial Account established by the Lender and funded by deposits from the Borrower per the Rehabilitation Reserve Agreement to fund the Rehabilitation Work.
Rehabilitation Reserve Agreement	Borrowers agreement to undertake identified Rehabilitation Work, the terms for funding the Rehabilitation Work, and the disbursement of funds from the Rehabilitation Reserve Account (e.g., Form 6222 or Form 4523).
Rehabilitation Work	Aggregate repairs, replacements, or improvements (including all Completion/Repairs) required to be performed and completed within a specified time period after the Mortgage Loan Origination Date for a Moderate Rehabilitation Property.

Rent-Stabilized Property	Property where rent increases on more than 50% of the residential units are limited by state or local statutory controls, not by an Affordable Regulatory Agreement. **Synonyms** • Rent-Stabilized Properties
Replacement Reserve	Custodial Account the Borrower funds during the Mortgage Loan term for Replacements. **Synonyms** • Replacement Reserves
Replacement Reserve Schedule	The Required Replacement Schedule to the Multifamily Loan Agreement (Form 6001 series) and the applicable parts of the Multifamily Loan Agreement (or other agreement approved by Fannie Mae), that evidence the: • Borrowers agreement to replace identified capital items and perform required maintenance; • terms for funding the identified capital item replacement and maintenance; and • disbursement of Replacement Reserve funds. **Synonyms** • Replacement Reserve Schedules
Replacements	Capital item replacements and major maintenance needs identified by the Property Condition Assessment or otherwise required. **Synonyms** • Replacement

Risk Retention Group	State-chartered insurance company created by the 1986 federal Liability Risk Retention Act, insuring commercial businesses and government entities against liability risks. **Synonyms** • RRG • Risk Retention Groups

S

Security	MBS, PFP MBS, or REMIC. **Synonyms** • Securities
Security Instrument	Instrument creating a lien or encumbrance on 1 or more Properties and securing the Loan Document obligations. **Synonyms** • Security Instruments • Security Instrument's
Seniors Housing Property	Multifamily residential rental property with any combination of Independent Living, Assisted Living, Alzheimers/Dementia Care, or Skilled Nursing units. **Synonyms** • Seniors Housing • Seniors Housing Properties
Servicing File	Your file for each Mortgage Loan serviced. **Synonyms** • Servicing Files

Shared Use Documents	Agreements benefiting and/or burdening a Shared Use Property, such as: • reciprocal easement agreements (REA); • declaration of covenants; • conditions and restrictions (CCR); • development agreements; • shared use agreements; • joint ownership agreement or similar agreements governing homeowners associations (HOAs); • planned unit developments (PUDs); or • other common interest arrangements or planned developments.
Shared Use Property	Property subject to Shared Use Documents: • benefiting the Property by granting the right to use Essential Elements on common areas created by, or other properties subject to, the Shared Use Documents, and/or • burdening the Property by: - subjecting it to: ▪ property-use or other restrictive covenants; ▪ fees or assessments; or ▪ maintenance obligations; or - allowing other parties subject to the Shared Use Documents the right to use the Essential Elements located on the Property.
Short Term Rental	Property permitting leases or master leases (including subleases, licenses, and other possessory interests, whether oral or written) of an individual dwelling unit where the intended occupancy of the unit is for less than 30 days, regardless of the stated lease term, such as through a peer-to-peer online marketplace or homestay network (e.g., Airbnb, VRBO, etc.). **Synonyms** • STR • STRs

Small Mortgage Loan	Mortgage Loan with an original loan amount less than or equal to $9 million. **Synonyms** • Small Mortgage Loans
Solar Photovoltaic System	A renewable energy system located on the Property that converts sunlight into electricity and/or a battery storage system containing lithium ion batteries or equivalent technology capable of storing electricity received from the electric grid or a renewable energy system and delivering stored electricity to the Property. **Synonyms** • Solar PV System
Special Flood Hazard Area	Special Flood Hazard Area designated by FEMA. **Synonyms** • SFHA • SFHAs • SFHA Zone
Sponsor	Principal equity owner and/or primary decision maker of the Borrower (often the Key Principal or the Person Controlling the Key Principal). **Synonyms** • Sponsors • Sponsor's
Stabilized Residential Occupancy	Percentage of Property units physically occupied by Qualified Occupants, per Part II, Chapter 1: Attributes and Characteristics, Section 107.02: Qualified Occupants as adjusted for the applicable Part III products and features.

Supplemental Mortgage Loan	Mortgage Loan purchased by Fannie Mae that is subordinated to, and has a Mortgage Loan Origination Date after, the Senior Mortgage Loan that is also owned by Fannie Mae. **Synonyms** • Supplemental Mortgage Loans

T

Tax Abatement	Any abatement, reduction, lessening, exemption, or deferral of real estate or other taxes levied against a Property, including any PILOT. **Synonyms** • Tax Abatements
Taxes and Insurance	Taxes or assessments that may become a Lien on the Property and insurance premiums. **Synonyms** • T&I • Tax and Insurance
Total Insurable Value	For any Property, the sum of the full value of the insured's: • covered Property; • Property-related business income values; and • any other covered Property interests. **Synonyms** • Total Insurable Values
Transfer/Assumption	Transaction changing the ownership of the Borrower or Property. **Synonyms** • Transfers/Assumptions

U

UCC	Uniform Commercial Code
Underwriting Value	Value of the Property determined by the Lender to size the Mortgage Loan per Part II, Chapter 2: Valuation and Income, Section 202: Appraisal and Valuation.
Underwritten Capitalization Rate	Ratio, expressed as a percentage, of the • Underwritten Net Cash Flow, divided by • Underwriting Value.
Underwritten Debt Service Coverage Ratio	Ratio of Underwritten Net Cash Flow to the annual debt service for a Mortgage Loan amount based on a level debt service payment with the applicable amortization, and calculated per Part II, Chapter 2: Valuation and Income, Section 203: Income Analysis, as adjusted for the applicable products and features in Part III. **Synonyms** • Underwritten DSCR
Underwritten Net Operating Income	Net Operating Income as adjusted by the Lender per Part II, Chapter 2: Valuation and Income, Section 203: Income Analysis and the applicable products and features in Part III. **Synonyms** • Underwritten NOI
UPB	Unpaid Principal Balance **Synonyms** • UPBs
USPAP	Uniform Standards of Professional Appraisal Practice