



Fannie Mae®

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# Multifamily Selling and Servicing Guide

Effective as of April 30, 2026

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## Chapter 6 Manufactured Housing Communities

### Section 601 Description

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#### Requirements

An MH Community is a residential real estate development with lots on which Manufactured Homes are located, together with amenities, utility services, landscaping, roads, and other infrastructure.

### Section 602 Lender Eligibility

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#### Requirements

You must be approved in writing to Deliver MH Community Mortgage Loans.

### Section 603 Legal and Property Compliance

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#### 603.01 Borrower and the MH Community

##### 603.01A Borrower Ownership

#### Requirements

If the Borrower is a non-profit entity, then you must ensure that each of the following complies with [Part I, Chapter 3: Borrower, Guarantor, Key Principals, and Principals](#):

- the Borrower;
- Key Principals;
- Guarantors; and
- Principals.

#### Guidance

If the Borrower is a non-profit entity, you may reimburse the Borrower from the Origination Fee for up to a combined total of \$10,000 for the cost of any required MH Community Mortgage Loan third-party reports (e.g., Appraisal, Environmental Site Assessment).

#### Operating Procedures



Fannie Mae will reimburse the cost of any third-party report within 2 months after the delivery of the Mortgage Loan. To receive reimbursement, you must:

- request an invoice from the vendor with the report cost listed as a separate line item from any ancillary charges (Fannie Mae will not reimburse other costs such as fees for expediting a report);
- within 1 month after the Mortgage Loan Origination Date:
  - complete [Form 4829](#), detailing the Lender's information, the commitment number or loan number, Property information, wiring instructions, and listing the third-party cost as "Other" (note that any fields related to servicing may be left blank); and
  - manually sign or e-sign [Form 4829](#), scan or save it as a PDF file, and email the signed PDF [Form 4829](#) and the third-party report invoice to: [mhc\\_report\\_reimbursement@fanniemae.com](mailto:mhc_report_reimbursement@fanniemae.com).

## **603.01B** Collateral; Tenant-Occupied and Affiliate-Owned Homes

### Requirements

The collateral for an MH Community Mortgage Loan consists of

- the MH Community's land and infrastructure,
- the rents for the MH Sites, and
- any other Borrower-owned property used for the MH Community.

The percentage of tenant-occupied Manufactured Homes must not exceed 35%. If the percentage of tenant-occupied Manufactured Homes is greater than 25%, then:

- the Borrower's business plan must reflect the conversion of tenant-occupied Manufactured Homes to owner-occupied over time; and
- ongoing business related to the sale, financing, or rental of a Manufactured Home located on the Property must be performed by an Affiliate.

If any Affiliate-Owned Manufactured Homes are leased to tenants by an Affiliate of either the Borrower or a Key Principal, then:

- The MH Site lease must be at a market rate rent.
- If the tenant's rent payment includes both the rent for the Affiliate-Owned Manufactured Home and the rent for the MH Site, then either:
  - the check must be payable to and deposited by the Borrower, which



must pay all required P&I, and escrows before remitting the rent payment to the Affiliate; or

- you must consider whether it is appropriate to require a lockbox arrangement with the Borrower and the Affiliate
  - into which all rent checks for the Manufactured Homes and MH Sites must be deposited, and
  - from which you can control the disbursement of funds for P&I, required escrows, and the Manufactured Home rentals, with the remainder disbursed to the Borrower.

### 603.01C MH Community

#### Requirements

An eligible MH Community must:

- have a minimum of 50 MH Sites;
- consist of contiguous parcels or, if the MH Community is made up of Non-Contiguous Parcels:
  - all parcels must be located within the same MSA; and
  - each separate parcel (individually), and all Non-Contiguous Parcels (together), must comply with the Guide; and
- achieve at least a Level 3 Quality Rating per the Manufactured Housing Community Quality Rating Standards table in [Part III, Chapter 6: Manufactured Housing Communities, Section 603.02: MH Community Score](#).

An MH Community must be served by either

- public underground utilities, or
- private sewage treatment plants, septic systems, and private water wells which are:
  - common for the market;
  - owned by the Borrower or an Affiliate; and
  - in compliance with all applicable government requirements.

#### Guidance

The Mortgage Loan may be secured by either an Age-Restricted MH



Community or an All-Age MH Community.

You should consider the following:

- For an MH Community that is more than 25 years old, does the Borrower have a plan for placing new Manufactured Homes in the MH Community as MH Sites with older Manufactured Homes are vacated?
- Are the landscaping and entrance signage high quality and well maintained?
- For an MH Community served by a private sewage treatment plant, septic system, or a private water well, then:
  - Address the availability and cost of obtaining a backup source for water if the MH Community has a private water well.
  - Ensure that the operator of the facility, including its employees and contractors, meet all applicable government requirements to perform ongoing operation and maintenance.
  - If the operator is an employee of the Borrower, identify a local, qualified vendor that could be retained if substitute services are needed.
  - Exercise reasonable due diligence, including contacting municipal agencies, to confirm that
    - the MH Community's connection to a municipal system has not been mandated, and
    - no mandate is expected to occur during the term of the Mortgage Loan.
  - If hookup is imminent, determine if an escrow for the cost is appropriate.

## 603.02 MH Community Score

### Requirements

You must determine the MH Community Score using the MH Community Quality Rating Standards table. The overall MH Community Quality Rating is based on the lowest rating for any 1 characteristic.

The MH Community must:

- meet a Level 3 Quality Rating; or
- achieve most of the minimum Quality Rating characteristics and either
  - the unsatisfactory characteristics are not materially detrimental to the performance, overall appearance, desirability, and quality of the MH



Community, or

- any failed characteristic must be remediated as a Completion/Repair item.

Manufactured Housing Community Quality Rating Standards			
Characteristic	Level 3 Quality Rating	Level 4 Quality Rating	Level 5 Quality Rating
	Minimum Standard	Minimum Standard applies (except as detailed)	Level 4 applies (except as detailed)
Streets	Paved Roads.	Same as Level 3.	Rolled curbs (if warranted by layout/drainage needs).
Home Sites	<ul style="list-style-type: none"> <li>Area under the Manufactured Homes consists of concrete, crushed rock, or dirt.</li> <li>Entry to the Manufactured Homes is through a patio or porch.</li> <li>Manufactured Homes are supported by stacks of hollow concrete block or steel pier systems along the main beams (with ground anchors and steel straps holding the frame against movement) that meet local and state requirements.</li> </ul>	Same as Level 3 with at least 60% of MH Sites having commercial grade porch/cabanas or patios.	Same as Level 3 with all MH Sites having commercial grade porch/cabanas or patios.



Manufactured Housing Community Quality Rating Standards			
Characteristic	Level 3 Quality Rating	Level 4 Quality Rating	Level 5 Quality Rating
	Minimum Standard	Minimum Standard applies (except as detailed)	Level 4 applies (except as detailed)
Site Size	Preference for 50% doublewide MH Sites, however you have delegated discretion on the percentage of doublewide sites as long as the MH Community is competitive with a clear market demand for singlewide MH Sites.	Same as Level 3.	Minimum 50% doublewide MH Sites.
Density	Density reflects the norm for the Property market. Generally, maximum density is 12 MH Sites per acre, however you have delegated discretion to determine the typical density in your market.	Density reflects the norm for the Property market. Generally, maximum density is 7 MH Sites per acre, or 10 MH Sites per acre if developed before 2000.	Same as Level 4.



Manufactured Housing Community Quality Rating Standards			
Characteristic	Level 3 Quality Rating	Level 4 Quality Rating	Level 5 Quality Rating
	Minimum Standard	Minimum Standard applies (except as detailed)	Level 4 applies (except as detailed)
Skirts/Hitches	<p>100% of the Manufactured Homes are professionally skirted, with hitches covered or removed.</p> <p>You can meet this requirement through a Completion/Repair Schedule.</p>	Same as Level 3.	All of the Manufactured Homes are professionally skirted, with hitches removed.
Parking	<p>Minimum of 2 on- or off-street parking spaces per MH Site that are properly maintained, paved, concrete, or gravel (if common in the market). You have delegated discretion to determine compliance based on prevailing market conditions, subject to local ordinances.</p>	Same as Level 3.	2 paved off-street parking spaces per MH Site.



Manufactured Housing Community Quality Rating Standards			
Characteristic	Level 3 Quality Rating	Level 4 Quality Rating	Level 5 Quality Rating
	Minimum Standard	Minimum Standard applies (except as detailed)	Level 4 applies (except as detailed)
Amenities	Not required, but amenity package should be competitive based on market comparables.	Competitive amenity package required.	High quality amenity package competitive with other high-quality MH Communities.

### 603.03 Code Standards

#### Requirements

You must:

- determine if all Manufactured Homes in the MH Community meet the requirements of the Manufactured Home HUD Code; and
- ensure the Loan Documents require Borrower certification that no additional Manufactured Homes predating the Manufactured Home HUD Code will be added to the MH Community during the Mortgage Loan term.

#### Guidance

Fannie Mae may allow Manufactured Homes predating the Manufactured Home HUD Code if

- they are Borrower-owned Manufactured Homes or Affiliate-Owned Homes that comply with local codes with no identified life safety issues, and
- you document the number of Manufactured Homes predating the Manufactured Home HUD Code.

Fannie Mae may allow rental units that do not comply with the Manufactured Home HUD Code (e.g., certain park model recreational vehicles) if the rental income is included as commercial income in [Part III, Chapter 6: Manufactured Housing Communities, Section 606: Property Income and](#)



## Underwritten NCF.

### 603.04 Flood Zone

#### 603.04A Rising Water

##### Requirements

For an MH Community located in a flood zone with rising water (e.g., flood water that quickly dissipates and flood zone A or AE) you must ensure the Borrower notifies all Homeowners and all tenants of Borrower-owned or Affiliate-Owned Homes occupying an MH Site located in the flood zone before the Mortgage Loan Origination Date.

##### For Manufactured Homes located in a rising water flood zone...

###### If you

- do not know the base flood elevation for the flood zone (e.g., flood zone A), or
- know that the living floor levels are below the base flood elevation

###### Then:

- you must calculate the Underwritten DSCR excluding the site rent for Manufactured Homes with living floor levels within the flood zone; and
- if the resulting Underwritten DSCR decreases to more than 10 basis points below the minimum Tier 2 standard, you cannot underwrite the site rent for those Manufactured Homes.

#### 603.04B Moving Water

##### Requirements

For an MH Community located in a flood zone with the potential for flooding due to moving water (e.g., typically in flood zone A and AE and located next to a stream, river, etc.), you must ensure:

- your underwriting assumes that MH Sites located in the flood zone are considered non-income producing MH Sites; and
- the Borrower notifies all Homeowners and all tenants of Borrower-owned or Affiliate-Owned Homes occupying an MH Site located in the flood zone before the Mortgage Loan Origination Date.



## 603.05 Lease Terms

### 603.05A Master Leases

#### Requirements

You must ensure there are no master lease arrangements affecting any of the MH Sites.

### 603.05B MH Site Leases

#### Requirements

MH Site Leases must

- be in writing, and
- not contain an option to purchase the MH Site.

The Borrower must agree to implement the Tenant Site Lease Protections for all MH Sites by the end of the first loan year.

#### Operating Procedures

The Tenant Site Lease Protections may be incorporated

- by amending each MH Site Lease; or
- within the MH Community's rules and regulations, if the MH Site Lease incorporates the rules and regulations by reference.

The Multifamily Loan Agreement must include a:

- covenant to implement the Tenant Site Lease Protections by the end of the first loan year;
- requirement that, if the Tenant Site Lease Protections were implemented within the MH Community's rules and regulations:
  - the rules and regulations are publicly posted; and
  - each lessee of an MH Site Lease receives written notice of the Tenant Site Lease Protections; and
- Borrower:
  - representation stating the percentage of MH Site Leases with the Tenant Site Lease Protections;
  - covenant to continue the Tenant Site Lease Protections over the entire Mortgage Loan term; and



- requirement to annually submit to you a:
  - certified copy of the MH Community's current Rules and Regulations;
  - certified copy of the notice sent to all MH Site Lease tenants if the Tenant Site Lease Protections were implemented by the Rules and Regulations;
  - certified copy of the current form of Residential Leases for MH Sites;
  - copy of any requested MH Site Leases; and
  - certification of the percentage of MH Site Leases with the Tenant Site Lease Protections.

### Guidance

You may allow

- month-to-month lease terms,
- lease terms for up to 2 years, and
- lease terms longer than 2 years, but only if the lease provides for:
  - an annual rent increase sufficient to cover the current and/or projected Consumer Price Index (CPI);
  - the pass-through of real estate taxes over a base year;
  - the pass-through of any utilities provided by the Borrower; and
  - cannot result in the Manufactured Home on the MH Site being titled as real estate.

## **603.05C** Loan Document Modification

### Requirements

You must modify the Loan Documents to reflect the use of short-term or long-term leases.

## **Section 604** Property Insurance

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### Requirements

You must ensure that the security for an MH Community Mortgage Loan (per [Part III, Chapter 6: Manufactured Housing Communities, Section](#)



603.01B: Collateral; Tenant-Occupied and Affiliate-Owned Homes) complies with Part II, Chapter 5: Property and Liability Insurance.

## Section 605

### Survey

#### Requirements

If you obtain an acceptable as-built survey of the Property, it must comply with Part II, Chapter 3: Legal Compliance, Section 305: Survey.

#### Guidance

You should ensure that the survey only shows the location or dimensions of

- the individual MH Sites,
- any individual Manufactured Homes or recreational vehicles, and/or
- the related MH Site or recreational vehicle site, piers, and/or foundations, that constitute encroachments.

#### 605.01 Public Roadways, Private Interior Roadways, and Drives

#### Guidance

You should ensure that the survey accurately shows all public roadways.

For any private interior access roads, streets, drives, parking areas, visible utilities, and structures without foundations, the survey:

- does not need to show them accurately from field measurements, unless they constitute encroachments;
- should include a sketch showing their approximate location; and
- may locate them by photogrammetric or other approximate methods.

#### 605.02 Setbacks

#### Guidance

You should identify and show 2 different types of setbacks on the survey:

- setback restrictions shown in documents of record; and
- setbacks imposed by applicable zoning ordinances or building codes.

You should ensure that the survey:



- states that the zoning setbacks apply only to permanent buildings and not to the Manufactured Homes; and
- includes recorded references or citations to authority for the zoning setbacks, or gives the reason why this information is not available.

### 605.03 Encroachments

#### Guidance

You may show the following encroachments by a simple indicating mark (i.e., a distinctive mark or symbol identified in the legend), without indicating dimensions:

- nonpermanent outbuildings or other structures; and
- recreational vehicles that are not set upon a supporting foundation, MH Site, or pier.

## Section 606

### Property Income and Underwritten NCF

#### Requirements

You must use the following table to calculate Underwritten NCF.

REQUIRED UNDERWRITTEN NCF (MANUFACTURED HOUSING COMMUNITY)		
Item	Function	Description
<b>CALCULATION OF NET RENTAL INCOME</b>		
1		GROSS RENTAL INCOME <sup>1</sup> actual MH Site rents in place where Manufactured Homes are installed under leases with residents in occupancy, plus market rents for vacant MH Sites and MH Sites with vacant Manufactured Homes based on a current rent roll (multiplied by 12).
2	PLUS	To the extent deducted as an operating expense, MH Site rents for other non-revenue MH Sites, such as: <ul style="list-style-type: none"> <li>• MH Sites with model Manufactured Homes deducted in the "model apartment" operating expense in the "general and administrative" category; and</li> <li>• actual MH Site rent from employee Manufactured Homes deducted in the "employee" operating expense in the "payroll and benefits" category.</li> </ul>
	EQUALS	GROSS POTENTIAL RENT (GPR)



REQUIRED UNDERWRITTEN NCF (MANUFACTURED HOUSING COMMUNITY)		
Item	Function	Description
3	MINUS	Physical vacancy <sup>2</sup> <ul style="list-style-type: none"> <li>• market rents for vacant MH Sites based on a current rent roll (multiplied by 12); and</li> <li>• net rental collections for occupied MH Sites where the Manufactured Home is vacant, and the MH Site rent is paid by the MH Community owner, prior occupants, or a third party (e.g., a retail creditor).</li> </ul>
4	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. <sup>2</sup>
5	MINUS	Bad debt the aggregate amount of unpaid rental income determined to be uncollectable, including any adjustments to other income for bad debt. <sup>2</sup>
	EQUALS	NET RENTAL INCOME (NRI) <sup>3,4</sup>
<p>1 Includes the MH Site rent for any Affiliate-Owned Manufactured Home or Borrower-owned Manufactured Homes, but excludes the rent (or that portion of the rent) for the Manufactured Home.</p> <p>2 The total of Items 3, 4, and 5 must equal the greater of</p> <ul style="list-style-type: none"> <li>• the difference between the trailing 3-month net rental collections (annualized) and GPR, or</li> <li>• 5% of GPR.</li> </ul> <p>If a rent increase with verified actual collections was instituted within the trailing 3 months, then NRI may be calculated based on the trailing 1-month net rental collections (annualized).</p> <p>3 If NRI is greater than the trailing 1-month of actual NRI (annualized), then reduce to actual NRI.</p> <p>4 You must assess any decline in NRI per <a href="#">Part II, Chapter 2: Valuation and Income, Section 203: Income Analysis</a>, and adjust Underwritten NRI as required.</p>		
CALCULATION OF OTHER INCOME		
6	PLUS	Actual other income generated through ongoing operations. The income must: <ul style="list-style-type: none"> <li>• be stable;</li> <li>• be common in the market;</li> <li>• exclude one-time extraordinary non-recurring items; and</li> <li>• be supported by prior years.</li> </ul> <p>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).</p> <p>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.</p>



REQUIRED UNDERWRITTEN NCF (MANUFACTURED HOUSING COMMUNITY)		
Item	Function	Description
7	PLUS	For RV Sites with lease terms of 30 days or more, the lesser of <ul style="list-style-type: none"> <li>• actual average net collections for the past 3 years, or</li> <li>• the current trailing 12-month RV Site rents, minus a 10% vacancy.<sup>5</sup></li> </ul>
<b>CALCULATION OF COMMERCIAL INCOME<sup>6</sup></b>		
8	PLUS	Actual income from leased and occupied commercial space per <a href="#">Part II, Chapter 1: Attributes and Characteristics, Section 110: Commercial Leases</a> .
9	PLUS	Actual average RV Site rental income for RV Sites with lease terms of less than 30 days.
10	PLUS	Actual MH Site rental income for Manufactured Homes that predate the Manufactured Home HUD Code.
11	MINUS	10% of the actual commercial space income (total of Items 8, 9, and 10).
12	PLUS	Commercial parking income (e.g., public parking) that does not exceed actual trailing 12-month collections. <sup>6</sup>
<p><sup>5</sup> If the average RV Site rental income for RV Sites with lease terms of 30 days or more is greater than 20% of EGI, then reduce to 20% of EGI.</p> <p><sup>6</sup> If net commercial income is greater than 10% of EGI, then reduce to 10% of EGI. Additionally, total RV Site income from Items 7 and 9 (less 10% vacancy) cannot exceed 20% of EGI.</p>		
13	PLUS	Laundry and, vending, parking, and all other income per <a href="#">Part II, Chapter 2: Valuation and Income, Section 203: Income Analysis</a> .
	EQUALS	EFFECTIVE GROSS INCOME (EGI)
<b>CALCULATION OF OPERATING EXPENSES</b>		



REQUIRED UNDERWRITTEN NCF (MANUFACTURED HOUSING COMMUNITY)		
Item	Function	Description
14	MINUS	<p>Line-by-line stabilized operating expenses. Stabilized operating expenses are the expenses during normal ongoing Property operations, not affected by a</p> <ul style="list-style-type: none"> <li>• lease-up,</li> <li>• rehabilitation, or</li> <li>• other short-term positive or negative factors.</li> </ul> <p>Non-recurring, extraordinary operating expenses must not be included.</p> <p>You must assess:</p> <ul style="list-style-type: none"> <li>• past operating history;</li> <li>• the Appraiser's expense analysis;</li> <li>• all information available to you (including Property contracts, utility bills, real estate tax assessments, insurance policies, and comparable assets); and</li> <li>• the Borrower's budget (in the case of an Acquisition).</li> </ul> <p>You must:</p> <ul style="list-style-type: none"> <li>• analyze historical operations at the Property; and</li> <li>• apply an appropriate increase over the prior year's operations in determining an estimate.</li> </ul>
15	MINUS	<p>Property management fee equal to the greatest of:</p> <ul style="list-style-type: none"> <li>• 3% of EGI;</li> <li>• actual property management fee, provided you <ul style="list-style-type: none"> <li>- exclude any portion of a non-arm's length property management fee that is subordinated to the Mortgage Loan, and</li> <li>- include any known contractual fee increases occurring over the next 24 months; or</li> </ul> </li> <li>• Appraiser's concluded market property management fee.</li> </ul>



REQUIRED UNDERWRITTEN NCF (MANUFACTURED HOUSING COMMUNITY)		
Item	Function	Description
16	MINUS	<p>Real estate taxes based on the greatest of:</p> <ul style="list-style-type: none"> <li>• actual future tax bill(s) covering a full calendar year;</li> <li>• prior full year's taxes multiplied by 103%; or</li> <li>• in California, the sum of: <ul style="list-style-type: none"> <li>- any special assessments; plus</li> <li>- the millage rate multiplied by the greater of the <ul style="list-style-type: none"> <li>▪ Mortgage Loan amount, or</li> <li>▪ assessed value.</li> </ul> </li> </ul> </li> </ul> <p>You must, for:</p> <ul style="list-style-type: none"> <li>• Borrower-owned Manufactured Homes, include ad valorem taxes;</li> <li>• any tax abatement, exemption, deferral, or PILOT expiring within 36 months after the Mortgage Loan Origination Date, include fully assessed real estate taxes;</li> <li>• any Property whose sale would trigger an automatic reassessment, include any expected increase;</li> <li>• any Property with an annual or scheduled reassessment within 12 months after the Mortgage Loan Origination Date, include any expected increase; and</li> <li>• all Properties: <ul style="list-style-type: none"> <li>- use the most recently available assessed value (even if preliminary); and</li> <li>- do not use expected results from a protest, unless the protest is legally binding on the Borrower and taxing authority.</li> </ul> </li> </ul> <p>If the Property has real estate tax abatements, exemptions, deferrals, or PILOTS, they must:</p> <ul style="list-style-type: none"> <li>• be in effect at closing, per written documentation from the state or local tax assessor; and</li> <li>• survive a foreclosure on the Mortgage Loan such that Fannie Mae or a subsequent owner will retain the abatement, exemption, deferral, or PILOT (i.e., it is tied to the Property and not the owner).</li> </ul> <p>If the timeframe for the real estate tax abatement, exemption, deferral, or PILOT is shorter than the Mortgage Loan term, or begins phasing out or expires within 5 years after the Maturity Date, you must consider:</p> <ul style="list-style-type: none"> <li>• a Bifurcated Mortgage Loan structure (i.e., 2 notes secured by a single first Lien Security Instrument);</li> <li>• an amortization schedule that accommodates the elimination of the abatement; or</li> <li>• providing clear justification and support in the refinance analysis.</li> </ul>



REQUIRED UNDERWRITTEN NCF (MANUFACTURED HOUSING COMMUNITY)		
Item	Function	Description
17	MINUS	Insurance per Item 17(c) in Part II, Chapter 2: Valuation and Income, Section 203.01: Underwritten Net Cash Flow (Underwritten NCF).
18	MINUS	Utilities, water and sewer, repairs and maintenance, payroll and benefits, advertising and marketing, professional fees, general and administrative, ground rent, and all other expenses per Part II, Chapter 2: Valuation and Income, Section 203: Income Analysis.
	EQUALS	UNDERWRITTEN NET OPERATING INCOME (UNDERWRITTEN NOI)
19	MINUS	Replacement Reserve expense per Part II, Chapter 4: Lease Audits, Inspections, and Reserves, Section 406: Replacement Reserve, with a minimum annual amount of \$25 per MH Site.
	EQUALS	UNDERWRITTEN NCF

## Section 607

### Replacement Reserve

#### Requirements

If the Replacement Reserve determined by the Property Condition Assessment is more than \$75 per MH Site, full funding of the Replacement Reserve is required per Part II, Chapter 4: Lease Audits, Inspections, and Reserves, Section 406: Replacement Reserve.



# Glossary

## A

### Acquisition

Any Purchase of either the:

- Property's fee simple or leasehold interest via a deed transfer; or
- Controlling Interest in the Borrower.

#### **Synonyms**

- Acquisitions

### 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



Affiliate-Owned  
Manufactured Home

Manufactured Home or park model home located on an MH Site that is owned by an Affiliate of the Borrower.

**Synonyms**

- Affiliate-Owned Manufactured Homes
- Affiliate-Owned Home
- Affiliate-Owned Homes

Age-Restricted MH  
Community

MH Community that limits residents to those who are over a particular age (e.g., persons who are age 62 or older, or at least 80% of the Manufactured Homes occupied by at least 1 person who is age 55 or older).

All-Age MH Community

MH Community that accepts residents of any age.

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

Appraiser

Person engaged to estimate a Property's market value per USPAP.

**Synonyms**

- Appraiser's
- Appraisers

## **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

Borrower

Person who is the obligor per the Note.

**Synonyms**

- Borrowers
- Borrower's

## C

Collateral

Property, Personal Property, or other property securing a Mortgage Loan.

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 Borrower's agreement to
  - fund the Completion/Repair Escrow, and
  - perform Completion/Repairs; and
- Completion/Repair Escrow disbursement terms.

**Synonyms**

- Completion/Repair Schedules

## E

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



## G

### Guarantor

Key Principal or other Person executing a

- Payment Guaranty,
- Non-Recourse Guaranty, or
- any other Mortgage Loan guaranty.

#### **Synonyms**

- Guarantors

### Guide

Multifamily Selling and Servicing Guide controlling all Lender and Servicer requirements unless a Lender Contract specifies otherwise.

#### **Synonyms**

- DUS Guide

## I

### Index

Basis for determining the Gross Note Rate of an ARM Loan, including any required alternative index that may be determined necessary by Fannie Mae because the Index is no longer widely accepted or has been replaced as the index for similar financial instruments.

## 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.  <b>Synonyms</b> <ul style="list-style-type: none"><li>• Leases</li></ul>
Lender	Person Fannie Mae approved to sell or service Mortgage Loans.  <b>Synonyms</b> <ul style="list-style-type: none"><li>• Lenders</li><li>• Lender's</li></ul>
Lien	Lien, mortgage, bond interest, pledge, security interest, charge, or encumbrance of any kind.  <b>Synonyms</b> <ul style="list-style-type: none"><li>• Liens</li></ul>
Loan Documents	All Fannie Mae-approved documents evidencing, securing, or guaranteeing the Mortgage Loan.  <b>Synonyms</b> <ul style="list-style-type: none"><li>• Loan Document</li><li>• Mortgage Loan Document</li><li>• Mortgage Loan Documents</li></ul>

## **M**

Manufactured Home	Factory-built home complying with the Manufactured Home HUD Code.  <b>Synonyms</b> <ul style="list-style-type: none"><li>• Manufactured Homes</li></ul>
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Manufactured Home  
HUD Code

National Manufactured Home Construction and Safety Standards Act of 1974 (HUD Code) (42 USC 5401 et seq) and the Manufactured Home Construction and Safety Standards (24 CFR Part 3280), as amended.

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

Maturity Date

Date all Mortgage Loan amounts become fully due and payable per the Loan Documents.

**Synonyms**

- Maturity Dates

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  
Origination Date

Date you fund a Mortgage Loan to the Borrower.

**Synonyms**

- Mortgage Loan's Origination Date
- Origination Date



## 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

## Non-Contiguous Parcels

Multiple parcels of land securing a Mortgage Loan that do not share common boundaries or that are separated by dedicated or private streets that are major arterials.

### **Synonyms**

- Non-Contiguous Parcel

## O

## Origination Fee

Fee you charge the Borrower for underwriting and originating the Mortgage Loan.

### **Synonyms**

- Origination Fees

## P

## P&I

Principal and interest

## PILOT

Payment In Lieu Of Taxes.

### **Synonyms**

- PILOTs



## 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

## **R**

## Replacement Reserve

Custodial Account the Borrower funds during the Mortgage Loan term for Replacements.

### **Synonyms**

- Replacement Reserves

## **S**

## 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

## **T**



## Tenant Site Lease Protections

MH Site Lease with the Homeowner or tenant of a Manufactured Home with:

- a 1-year renewable (at the MH Site Lease tenant's election) lease term, unless good cause for nonrenewal exists;
- a minimum 30-day written notice of rent increases;
- 5-day minimum grace period for non-payment of rent, and the right to cure rent payment defaults within the specified cure period (or 10 days if no cure period is specified);
- the Homeowner's right to:
  - sell the Manufactured Home without first relocating it out of the MH Community;
  - sublease or assign the MH Site Lease (for the remaining unexpired term), if the Manufactured Home purchaser satisfies the MH Community's
    - rules and regulations, and
    - then-applicable credit and background check requirements;
  - post "for sale" signs on the MH Site per the MH Community's rules and regulations; and
  - sell the Manufactured Home in place within 45 days after eviction, while the Manufactured Home remains on site and connected to public and private utilities; and
- at least 60-days notice before any planned MH Community sale or closure.

### **Synonyms**

- Tenant Site Lease Protection
- TSLP

## U

### Underwritten Net Cash Flow

Net Cash Flow 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 NCF