



Fannie Mae®

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# Multifamily Selling and Servicing Guide

Effective as of February 2, 2026

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## TABLE OF CONTENTS

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Summary of Changes .....	4
Part II Chapter 1 Attributes and Characteristics .....	5
Section 101 Eligible Properties .....	5
Section 102 Multiple Properties .....	6
102.01 Single Borrower Ownership .....	6
102.02 Joint and Several Borrower Ownership .....	8
Section 103 Property Ownership; Leasehold .....	9
Section 104 Ground Leased Properties .....	9
104.01 Generally .....	9
104.02 Ground Lease Rents .....	9
104.03 Ground Lease Estoppel Certificate .....	10
104.04 Ground Lease Review .....	10
Section 105 Minimum Occupancy .....	10
105.01 Residential Occupancy .....	10
105.02 Qualified Occupants .....	10
Section 106 Certificates of Occupancy .....	11
Section 107 Phased Properties .....	12
Section 108 Shared Use Properties .....	14
108.01 Eligibility .....	14
108.02 Documents .....	16
108.02 A Loan Documents .....	16
108.02 B Shared Use Documents .....	16
Section 109 Commercial Leases .....	19
109.01 Material Commercial Leases .....	20
109.01 A Lease Review .....	20
109.01 B Lease Approval .....	21
109.01 C Lease Modifications .....	21
109.01 D Tenant Estoppel Certificate .....	22
109.01 E Subordination, Non-Disturbance and Attornment .....	22
109.02 Non-Material Commercial Leases .....	22
109.02 A Tenant Estoppel Certificate; Lease Modification .....	22
109.02 B Non-Material Commercial Lease Types .....	23
109.03 Short Term Rentals .....	26
Section 110 Renewable Energy Generation Systems .....	27
110.01 Acceptable Renewable Energy Generation Systems .....	27
110.02 Solar Photovoltaic Systems .....	28
110.03 Solar PV System Module .....	29
110.04 Underwritten NCF .....	29
Section 111 Oil/Gas Wells and Mineral Exploration .....	30
111.01 Active Oil and Gas Wells .....	30
111.02 Inactive Oil and Gas Wells .....	31
Section 112 Property Management and Agreement .....	31
112.01 Property Management .....	32



112.02 Property Management Agreement .....	32
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# Summary of Changes

**Primary Audience: Underwriting**

## HIGHLIGHTS

**Effective for Mortgage Loans registered in DUS Gateway as of February 2, 2026**, clarified commercial lease requirements in Part II, Chapter 1: Attributes and Characteristics.

## Primary Changes

Updated commercial lease requirements to clarify that you must only underwrite actual income from occupied commercial space with an executed lease or lease extension agreement if the tenant is:

- not an affiliate of the
  - Sponsor,
  - Borrower,
  - Key Principal, or
  - any individual or entity within the ownership structure;
- occupying the unit;
- open for business;
- paying rent; and
- not delinquent on rent due outside the lease's cure period.

## Questions

Please contact Brian Cronin at (202) 752-0903, or [brian\\_cronin@fanniemae.com](mailto:brian_cronin@fanniemae.com), with any questions.



## Chapter 1

## Attributes and Characteristics

### Section 101

### Eligible Properties

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#### 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 102.01: 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;



- does not contain any [Modular Housing](#); 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 Multiple Properties

### 102.01 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 105: 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.

## **102.02** Joint and Several Borrower Ownership

### Requirements





If...	Then...
<p>A Mortgage Loan</p> <ul style="list-style-type: none"><li>• is made to joint and several Borrowers,</li><li>• is secured by multiple Properties, and</li><li>• has a Property owned by a different Borrower.</li></ul>	<p>The Mortgage Loan and each Borrower must comply with</p> <ul style="list-style-type: none"><li>• Part I, Chapter 3: Borrower, Guarantor, Key Principals, and Principals, Section 302.01: Single-Asset Entity,</li><li>• Part I, Chapter 3: Borrower, Guarantor, Key Principals, and Principals, Section 302.03: Joint and Several Borrowers with Multiple Properties, and</li><li>• Part II, Chapter 1: Attributes and Characteristics, Section 102.01: Single Borrower Ownership.</li></ul>

## Section 103 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 104 Ground Leased Properties

### 104.01 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.

### 104.02 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](#).

### 104.03 Ground Lease Estoppel Certificate

#### ☒ Requirements

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

### 104.04 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 105 Minimum Occupancy

### 105.01 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.

### 105.02 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 106

### Certificates of Occupancy

#### Requirements

Certificates of Occupancy	
For any...	You must...
Property with construction or rehabilitation work completed within the last 12 months	<ul style="list-style-type: none"><li>• Ensure all units have a certificate of occupancy.</li><li>• Obtain copies of all certificates of occupancy from the <a href="#">Borrower</a>.</li><li>• Retain them in your <a href="#">Servicing File</a>.</li></ul>



Certificates of Occupancy	
Other Property	<ul style="list-style-type: none"><li>• Determine if each unit had a certificate of occupancy at some point.</li><li>• Attempt to obtain copies of them.</li><li>• Retain them in your <a href="#">Servicing File</a>.</li></ul>

#### 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)	<ul style="list-style-type: none"><li>• 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.</li><li>• Look for other evidence that certificates of occupancy had been issued.</li></ul>
Copies or other sufficient evidence of a certificate of occupancy	<p>Analyze the risk to the <a href="#">Property</a> if one had never been issued, by considering if:</p> <ul style="list-style-type: none"><li>• your physical inspection reveals any life safety issues;</li><li>• all units are accessible through normal access routes (and not, for example, through a former janitorial closet);</li><li>• the insurance excludes coverage of a casualty originating from a unit without a certificate of occupancy; and</li><li>• the <a href="#">Property</a> is located in a market that exhibits low vacancies and barriers to entry.</li></ul>

## Section 107

### 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 108

### Shared Use Properties

#### 108.01 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 <a href="#">Shared Use Documents</a> do not explicitly prohibit the <a href="#">Essential Elements</a> from being rebuilt or repaired after any casualty or condemnation.
Property	<p>the <a href="#">Property</a> benefits from <a href="#">Essential Elements</a> per <a href="#">Shared Use Documents</a> that:</p> <ul style="list-style-type: none"><li>• are perpetual;</li><li>• inure to the benefit of future <a href="#">Property</a> owners;</li><li>• are recorded in the land records; and</li><li>• if applicable, are insured as beneficial easements under the lender's title policy.</li></ul>
Split Ownership of Units and Essential Elements	<p>when the <a href="#">Borrower</a> owns all units subject to the <a href="#">Shared Use Documents</a>, and an <a href="#">Affiliate</a> of the <a href="#">Borrower</a> or <a href="#">Key Principal</a> directly or indirectly owns the <a href="#">Essential Elements</a> that benefit only the <a href="#">Property</a>, such <a href="#">Affiliate</a> joins the:</p> <ul style="list-style-type: none"><li>• <a href="#">Loan Documents</a> as a joint and several <a href="#">Borrower</a>; or</li><li>• <a href="#">Security Instrument</a> using the Modification to Security Instrument (Joinder and Consent (Affiliate Owned Common Elements)) (<a href="#">Form 6324</a>).</li></ul>

Shared Use Property Delivery Eligibility for All Essential Elements	
Topic	A Shared Use Property Mortgage Loan is eligible for Delivery if...



Shared Use Property Delivery Eligibility for All Essential Elements	
Financial	<p>all:</p> <ul style="list-style-type: none"><li>• <a href="#">Property and Essential Elements</a> expenses and charges payable per the <a href="#">Shared Use Documents</a> are current;</li><li>• assessments and payments payable per the <a href="#">Shared Use Documents</a> are current; and</li><li>• to the extent permitted by law, future assessments owed by the <a href="#">Borrower</a> and associated liens, if any, are subordinate to the <a href="#">Mortgage Loan</a>.</li></ul>
Borrower Status	<p>the <a href="#">Borrower</a>:</p> <ul style="list-style-type: none"><li>• has no outstanding community violations; and</li><li>• is not involved in a community dispute that may<ul style="list-style-type: none"><li>- result in litigation, or</li><li>- materially adversely impact the <a href="#">Property</a>.</li></ul></li></ul>

## 108.02 Documents

### 108.02A 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.

### 108.02B 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 [Property's](#) jurisdiction.

Guidance

Shared Use Document Evaluation	
Topic	You should review the Shared Use Documents to evaluate...
Ownership and Control	<ul style="list-style-type: none"><li>• if the <a href="#">Borrower</a> owns all <a href="#">Improvements</a> and the underlying land;</li><li>• if <a href="#">Essential Elements</a> not located on the <a href="#">Property</a> exist, and if ownership is:<ul style="list-style-type: none"><li>- directly or indirectly by an <a href="#">Affiliate</a> of the <a href="#">Borrower</a> or <a href="#">Key Principal</a>;</li><li>- by a separate association or governing body;</li><li>- by another community owner or an adjacent property owner; or</li><li>- shared by the community owners; and</li></ul></li><li>• how association and <a href="#">Essential Elements</a> decisions are made by any<ul style="list-style-type: none"><li>- developer,</li><li>- declarant,</li><li>- association,</li><li>- community owner, or</li><li>- other governing body.</li></ul></li></ul>



Shared Use Document Evaluation	
Responsibilities and Enforcement	<p>how an association or governing body:</p> <ul style="list-style-type: none"><li>• collects fees and assessments;</li><li>• maintains <a href="#">Essential Elements</a>;</li><li>• obtains insurance;</li><li>• mediates disputes; and</li><li>• enforces covenants, including<ul style="list-style-type: none"><li>- levying fines or interest, or</li><li>- pursuing liens or foreclosure.</li></ul></li></ul>
Fees	<p>the assessment fee structure, including</p> <ul style="list-style-type: none"><li>• escalation provisions,</li><li>• special assessments, and</li><li>• if assessments should be escrowed.</li></ul>
Budget	<p>the association's current</p> <ul style="list-style-type: none"><li>• annual budget,</li><li>• income/expense statements, and</li><li>• reserve accounts.</li></ul>
Mandates	<p>how the association dictates:</p> <ul style="list-style-type: none"><li>• operations;</li><li>• physical appearance;</li><li>• insurance claim proceeds;</li><li>• other restrictions, including limitations or modifications for using the <a href="#">Essential Elements</a>;</li><li>and</li><li>• if the cost and maintenance of the <a href="#">Essential Elements</a> located on the <a href="#">Property</a> are not overly burdensome.</li></ul>
Insurance	<p>the association's coverage for:</p> <ul style="list-style-type: none"><li>• property, including if the <a href="#">Essential Elements</a> not located on the <a href="#">Property</a> must be rebuilt or repaired after any casualty or condemnation;</li><li>• liability; and</li><li>• director's and officer's.</li></ul>



## Section 109 Commercial Leases

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### ☑ Requirements

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

- the remaining lease term is at least 12 months after the Mortgage Loan Origination Date;
- the 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 lease's cure period; and
- the 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 tenant's business type; and
- evidence that the Property's location has sufficient foot traffic to



support the tenant's business.

## 109.01 Material Commercial Leases

### 109.01A 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 109.01B: 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.

## 109.01B Lease Approval

### Requirements

Material Commercial Lease Type	
Lease with Property Assessed Clean Energy (PACE) Financing	You must not approve any <a href="#">Material Commercial Lease</a> that includes PACE financing.
Renewable Energy Generation Lease	You must only approve leases for renewable energy systems that comply with <a href="#">Part II, Chapter 1: Attributes and Characteristics, Section 110: Renewable Energy Generation Systems</a> .
Other Material Commercial Leases	You must only approve other <a href="#">Material Commercial Leases</a> that comply with <a href="#">Part II, Chapter 1: Attributes and Characteristics, Section 109: Commercial Leases</a> .

## 109.01C 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](#)).

#### **109.01D** Tenant Estoppel Certificate

##### **Requirements**

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

#### **109.01E** 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](#).

### **109.02** Non-Material Commercial Leases

#### **109.02A** 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](#).

## 109.02B Non-Material Commercial Lease Types

### Requirements

Non-Material Commercial Lease Type	
Telecommunications and Cell Tower Leases	<p>You must review any telecommunications and cell tower lease to ensure it does not:</p> <ul style="list-style-type: none"><li>• comprise more than 5% of the <a href="#">Property's Effective Gross Income</a>;</li><li>• negatively impact the <a href="#">Property's</a><ul style="list-style-type: none"><li>- value,</li><li>- visibility,</li><li>- livability, or</li><li>- marketability;</li></ul></li><li>• impose an undue financial or operating burden on the <a href="#">Property</a> or the <a href="#">Borrower</a>;</li><li>• obligate the <a href="#">Borrower</a> to rebuild any <a href="#">Improvements</a> at the <a href="#">Property</a> post-casualty or condemnation;</li><li>• have a lease term (including extension options) in excess of 25 years;</li><li>• contain a purchase option; or</li><li>• convey any right to the tenant other than simple lessee rights (e.g., a perpetual easement, a purported sale of a portion of the <a href="#">Improvements</a>, unjustified exclusivity, etc.).</li></ul>



Non-Material Commercial Lease Type	
Communications Service Agreement	<p>You do not need to subordinate the service agreement to the <a href="#">Lien</a> of the <a href="#">Security Instrument</a> if:</p> <ul style="list-style-type: none"><li>• the <a href="#">Borrower</a> certifies to you that neither the <a href="#">Borrower</a>, nor any <a href="#">Key Principal</a> or <a href="#">Principal</a>, is an <a href="#">Affiliate</a> of the communications service provider; and</li><li>• the lease does not contain provisions for the <a href="#">Borrower</a> to assume liabilities and risks as landlord that would not be acceptable for you (as lender under the <a href="#">Mortgage Loan</a>) in the context of a <a href="#">Foreclosure Event</a>.</li></ul> <p>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 <a href="#">Lien</a> of the <a href="#">Security Instrument</a>.</p>





Non-Material Commercial Lease Type	
Mineral Rights; Oil and Natural Gas Leases	<p>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:</p> <ul style="list-style-type: none"><li>• comprise more than 5% of the <a href="#">Property's Effective Gross Income</a>;</li><li>• grant surface entry for any purpose (e.g., pipes, access across, or storage on the <a href="#">Property</a>);</li><li>• grant subsurface rights within<ul style="list-style-type: none"><li>- 250 feet below the surface of the <a href="#">Property</a>, or</li><li>- 600 feet from any <a href="#">Property</a> boundary line;</li></ul></li><li>• have a material adverse effect on<ul style="list-style-type: none"><li>- public health and safety,</li><li>- air quality or noise levels, or</li><li>- the <a href="#">Property's</a> marketability or occupancy;</li></ul></li><li>• permit oil or gas well activities with potential negative effects on the <a href="#">Property's</a><ul style="list-style-type: none"><li>- access,</li><li>- visibility, or</li><li>- storm water drainage;</li></ul></li><li>• have a negative effect on the <a href="#">Property's</a><ul style="list-style-type: none"><li>- zoning, or</li><li>- allowable density;</li></ul></li><li>• facilitate drilling, storage, or processing of oil or gas on the <a href="#">Property</a> or any adjacent property; or</li><li>• fail to require the lessee to indemnify and hold harmless the <a href="#">Borrower</a>, as lessor, for any damage to the <a href="#">Property</a> or any other damage or liability caused directly or indirectly as a result of the oil and gas exploration or drilling activities.</li></ul> <p>The <a href="#">Borrower</a> must execute <a href="#">Form 6262</a> 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 <a href="#">Property</a>.</p>



Non-Material Commercial Lease Type	
Laundry Lease	<p>You do not need to subordinate the lease to the <a href="#">Lien</a> of the <a href="#">Security Instrument</a> if you confirm that the lease:</p> <ul style="list-style-type: none"><li>• is not with an <a href="#">Affiliate</a> of the <a href="#">Borrower</a> or any <a href="#">Key Principal</a> or <a href="#">Principal</a>;</li><li>• has market terms;</li><li>• contains an acceptable termination for cause provision; and</li><li>• meets recognized industry standards.</li></ul>
Equipment or Related Maintenance Services Lease	<p>You must ensure that the lease:</p> <ul style="list-style-type: none"><li>• is subordinate to the <a href="#">Security Instrument</a>;</li><li>• contains an acceptable termination for cause provision; and</li><li>• meets recognized industry standards.</li></ul>

### Guidance

Non-Material Commercial Lease Type	
Storage Unit Lease	<p>You do not need to subordinate the lease to the <a href="#">Lien</a> of the <a href="#">Security Instrument</a> if you determine the unit is being leased pursuant to a residential <a href="#">Lease</a>.</p>

## 109.03 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 [Property's](#) 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 tenant's 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 110 Renewable Energy Generation Systems

### 110.01 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**.

## **110.02** 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.

### 110.03 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](#).

### 110.04 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 111 Oil/Gas Wells and Mineral Exploration

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### 111.01 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.

## 111.02 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 109.02B: 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 112 Property Management and Agreement

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### 112.01 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.

### 112.02 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).