



Fannie Mae®

Multifamily Selling and Servicing Guide

Effective as of June 12, 2023

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Summary of Changes

HIGHLIGHTS

Effective for Mortgage Loans Committed as of June 12, 2023, updated underwriting information, Loan Documents, and forms for Condominium Properties.

Primary Changes

- Created a new chapter, Part III, Chapter 21: Condominium Properties, including:
 - ownership and Control information;
 - required Loan Documents; and
 - a new Condominium Document Review Checklist (Form 6498).
- Created/revised Loan Documents for Condominium Properties, including:
 - Modification to Security Instrument (Condominium Subordination) (Form 6304);
 - Modifications to Multifamily Loan and Security Agreement Condominium Provisions (Form 6202);
 - Modifications to Multifamily Loan and Security Agreement [Fractured / Commercial Condominium Provisions] (Form 6258); and
 - Estoppel Certificate attached to Form 6258.

Questions

Please contact the Fannie Mae Deal Team with any questions.



Chapter 2 Valuation and Income

Section 201 Market and Valuation

201.01 Market Analysis

Requirements

You must:

- Evaluate the [Property's](#) market area, identifying its strengths and weaknesses.
- Take these characteristics into account when structuring the [Mortgage Loan](#).

201.02 Appraisal

Requirements

You must obtain an [Appraisal](#) that:

- is prepared by a qualified, state-licensed or -certified appraiser;
- conforms to the requirements in the [USPAP](#); and
- meets any governmental regulations in effect when the [Mortgage Loan](#) was originated, including the Financial Institutions Reform, Recovery, and Enforcement Act of 1989.

201.02A Appraiser Role and Qualifications

Requirements

You must:

- Provide the appraiser all documents needed to accurately assess [Property's](#) value.
- Ensure the appraiser:
 - completely and accurately describes the [Property](#) and the market;
 - provides an opinion of the [Property's](#) market value, supported by
 - market data,
 - logical analysis, and



- sound professional judgment; and
- uses an industry standard form of [Appraisal](#) that is appropriate for the size and structure of the [Mortgage Loan](#).

When selecting an appraiser, you must document that the appraiser is licensed or certified, as appropriate, per applicable state law.

When using an appraiser, you must ensure the appraiser (whether third-party or in-house):

- acts independently;
- does not participate in the [Mortgage Loan](#) approval; and
- is not a member of the loan origination or underwriting staff.

201.02B Valuation Date

Requirements

You must:

- update any [Appraisal](#) if the [Appraisal Date](#) is more than 6 months before the [Commitment Date](#); and
- require a new [Appraisal](#) if the [Appraisal Date](#) is more than 12 months before the [Commitment Date](#).

Guidance

For an [Appraisal](#) dated less than 12 months before the [Commitment Date](#), you may obtain an updated [Appraisal](#) that complies with USPAP guidelines, dated within 6 months of the [Commitment Date](#).

201.02C Appraised Value

Requirements

You must ensure the appraiser provides an opinion of the market value, on an “as is” basis, of:

- each separate [Project](#) per Part II, Chapter 1: Attributes and Characteristics, Section 102.01: Single Borrower Ownership; and
- the aggregate market value of all [Projects](#).



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” [Appraisal](#) for the opinion of [Appraised Value](#) if all of the following conditions apply:

- less than 12 months have passed between the [Borrower's](#) acquisition of the [Property](#) and the [Commitment Date](#);
- for any capital improvements made after the [Mortgage Loan Origination Date](#) to be considered in an “as completed” [Appraisal](#), 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 an allowance for cost overruns); and
- all capital improvements are required to be completed in a timely manner:
 - those identified by the [Borrower](#) must be completed within 12 months after the [Mortgage Loan Origination Date](#); and
 - for others identified as Immediate Repairs, a shorter time period may be required by [Part II, Chapter 4: Inspections and Reserves, Section 403: Completion/Repairs](#).

201.03 Underwriting Value

Requirements

Your [Underwriting Value](#) must not exceed the [Appraised Value](#), as



reduced by any adjustments you deem necessary accounting for **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 of the **Property** 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 reserve account; and
 - actual acquisition costs, not exceeding 3% of the acquisition price, 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.

Guidance

Actual acquisition costs should 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
 - Completion/Repair Escrow,
 - Replacement Reserve,
 - Interest Rate Cap cost,
 - operating or Restabilization Reserve, or
 - Borrower-controlled Property operating or capital accounts;
- fees included in the Gross Note Rate, including any
 - Origination Fee, or
 - broker fee;
- acquisition fees paid to a Borrower-Affiliate; and
- for an MAH Property, pre-paid Bond-related and compliance monitoring fees.

Section 202 Income Analysis

202.01 Underwritten Net Cash Flow (Underwritten NCF)

Guidance

Underwritten NCF may

- differ significantly across assets, and
- will be driven by particular Property circumstances.

Therefore, 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).
- 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:

- Rely, for acquisitions only, on the **Borrower's** budgeted operating statements.
- Calculate the **Underwritten NCF** more conservatively, if warranted by particular **Property** circumstances.

Requirements

You must 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		



1		<p>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.</p> <p>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:</p> <ul style="list-style-type: none"> • 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
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
	EQUAL S	NET RENTAL INCOME (NRI) ²

1 The total of Items 4, 5, and 6 must equal 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 there are fluctuations, 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



7	PLUS	<p>Actual other income (except premiums and corporate premiums) generated through ongoing operations. The income must:</p> <ul style="list-style-type: none"> • be stable; • be common in the market; • exclude one-time extraordinary non-recurring items; and • be supported by prior years. <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> <p>When determining the other income, you must</p> <ul style="list-style-type: none"> • adjust Items 8 through 12, and • include specific income for Items 13 through 15 when applicable.
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CALCULATION OF COMMERCIAL INCOME

8	PLUS	Actual income from leased and occupied commercial space per Part II, Chapter 1: Attributes and Characteristics, Section 108: 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.



12	PLUS	Premiums, provided that the income must: <ul style="list-style-type: none">• 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: <ul style="list-style-type: none">• 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.



16	PLUS	<p>All other income, including the following:</p> <ul style="list-style-type: none"> • 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. <p>The following must not be included:</p> <ul style="list-style-type: none"> • 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		



17	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">• lease-up,• rehabilitation, or• other short-term positive or negative factors. <p>Non-recurring, extraordinary expenses must not be included.</p> <p>You must access:</p> <ul style="list-style-type: none">• 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). <p>You must:</p> <ul style="list-style-type: none">• analyze historical operations at the Property; <p>and</p> <ul style="list-style-type: none">• apply an appropriate increase over the prior year's operations in determining an estimate; <p>and</p> <ul style="list-style-type: none">• include all STR-related expenses in their respective expense line items, including<ul style="list-style-type: none">- cleaning,- furnishing, and- repairs.
17(a)	MINUS	<p>Property management fee equal to the greatest of:</p> <ul style="list-style-type: none">• 3% of EGI⁴;• actual property management fee (exclude any portion of a non-arm's length property management fee that is subordinated to the Mortgage Loan); or• 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 \$300 per unit;
- actual management fee is equal to or less than the underwritten management fee;
- Mortgage Loan has an original principal amount greater than \$3 million; and
- market management fees support the underwritten management fee for similarly sized properties.

17(b)	MINUS	<p>Real estate taxes based on the greatest of:</p> <ul style="list-style-type: none">• actual future tax bill(s) covering a full calendar year;• prior full year's taxes multiplied by 103% (the 3% trending is not required for trailing 12-month or year-to-date annualized expenses); <p>or</p> <ul style="list-style-type: none">• in California, the sum of:<ul style="list-style-type: none">- any special assessments; plus- the millage rate multiplied by the greater of the<ul style="list-style-type: none">▪ Mortgage Loan amount, or▪ assessed value. <p>You must:</p> <ul style="list-style-type: none">• consider any automatic tax reassessment upon acquisition in the next 12-month period; and• for any tax abatement, exemption, deferral, or PILOT expiring within 36 months after the Mortgage Loan Origination Date, underwrite fully assessed real estate taxes. <p>If the Property has real estate tax abatements, exemptions, deferrals, or PILOTs, they must:</p> <ul style="list-style-type: none">• 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 retain the abatement, exemption, deferral, or PILOT (i.e., it is tied to the Property and not the owner).
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17 (b) continued	MINUS	<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"> • 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 abatement; or • providing clear justification and support in the refinance analysis.
17(c)	MINUS	<p>Insurance equal to:</p> <ul style="list-style-type: none"> • the quoted expense, for insurance policies with a bona fide written quote from a reputable broker for a new 12-month policy; or • 110% of the current expense, for insurance policies with a remaining term less than 6 months.
17(d)	MINUS	<p>Utilities, including the following:</p> <ul style="list-style-type: none"> • 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.



17(f)	MINUS	Repairs and maintenance, including the following: <ul style="list-style-type: none">• 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 <ul style="list-style-type: none">• other.
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17(g)	MINUS	Payroll and benefits, including the following: <ul style="list-style-type: none">• 401k;• 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.
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17(h)	MINUS	Advertising and marketing, including the following: <ul style="list-style-type: none">• 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: <ul style="list-style-type: none">• accounting or tax preparation fees;• architectural fees;• attorney fees;• bookkeeping fees;• engineering fees;• legal fees/expense;• professional fees; and• other.



17(j)	MINUS	General and administrative, including the following: <ul style="list-style-type: none">• 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;
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17 (j) continued	MINUS	<ul style="list-style-type: none">• 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.
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17(k)	MINUS	<p>Other expenses, including the following:</p> <ul style="list-style-type: none"> • ancillary expense; • franchise taxes and fees; • general building; • miscellaneous; • on-going costs associated with any Interest Rate Cap Agreement; • other expenses/costs; and • for STR: <ul style="list-style-type: none"> - 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). <p>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 \times 12$ months) as an other expense.</p> <p>Do not include the following:</p> <ul style="list-style-type: none"> • 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.
18	MINUS	<p>For a Condominium Property:</p> <ul style="list-style-type: none"> • annual assessment fees, including any expected assessment fee escalation; and • any known special assessments.



18 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
1920	MINUS	Replacement Reserve expense, including a <ul style="list-style-type: none"> • minimum annual amount of \$200 per unit, or • greater amount if required in Part II, Chapter 4: Inspections and Reserves, Section 404: Replacement Reserve. Replacement Reserve expense must be included whether the escrow is funded or not.
	EQUALS	UNDERWRITTEN NCF

202.02 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 202.01: Underwritten Net Cash Flow (Underwritten NCF).



Item	Function	Description
2	DIVIDED BY	<p>Annual debt service for the Mortgage Loan amount.</p> <p>You must base debt service on a level debt service payment, including amortization, and the greater of the</p> <ul style="list-style-type: none">• 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 203

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](#).

203.01 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	<ul style="list-style-type: none"> • Student Housing Properties, • Dedicated Student Housing Properties, • Structured Transactions, and • Mortgage Loans secured by multiple Properties 	2%.
	Multifamily Affordable Housing Properties	<p>an overall growth rate based on the proportion of restricted units (i.e., affordable at 80% AMI or less) and the proportion of unrestricted units, and using:</p> <ul style="list-style-type: none"> • 2% for restricted units; and • the rent growth published in DUS Gateway for the Property's submarket for unrestricted units. <p>For example, for a 100 unit Property, with 20 restricted units, and a 4% DUS Gateway submarket rent growth, the overall growth rate would be 3.6% or $(20/100 \times 2\%) + (80/100 \times 4\%)$.</p>
	All other Mortgage Loans	the rent growth published in DUS Gateway for the Property's submarket.



Factor	For...	Use...
Economic Vacancy	All Mortgage Loans	the underwritten economic vacancy rate.
Real Estate Taxes	All Mortgage Loans	<ul style="list-style-type: none"> • for California: <ul style="list-style-type: none"> - acquisitions, use 2%; or - refinances, no trending is required until the year when the actual tax bill would surpass the underwritten taxes, then trend by 2%; and • for all other Mortgage Loans: <ul style="list-style-type: none"> - use 3%; and - if an abatement expires or taxes are expected to rise during the Mortgage Loan term, increase taxes to the post-abatement level, then trend by 3%.
All Other Expense Growth Rate	All Mortgage Loans	3%.

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

For...	Use...
Amortization	<ul style="list-style-type: none"> • 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

Since these base assumptions are indicative only, you may use more conservative estimates if warranted by circumstances particular to the Property.

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 2.25% greater than the current 10-year Amortizing Nationwide Underwriting Floor rate, per Form 4660.

203.02 Alternative Assumptions

→ Guidance

If you determine the base assumptions do not appropriately estimate the Property's NCF over the Mortgage Loan term, you may present an alternative risk analysis using assumptions that deviate from the base assumptions.

You should:

- specifically identify and support any deviations with reliable evidence and historical and projected market trends; and
- state your conclusions and discuss any mitigating factors, such as the
 - strength of the Sponsor or the submarket,
 - Property's characteristics, or
 - Property's operating history and performance.

Income and Expense Growth Rates: Income and expense trending should incorporate projected market rates based upon general economic, market, and submarket conditions from reliable sources. 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, exemption, deferral, or [PILOT](#) begins 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.

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 204

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.

➔ Guidance

When underwriting a cash out transaction you should consider:

- the amount of hard equity remaining in the **Property**, 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;
- any improvement in asset quality over the ownership period;
- any improvement in the **Property's** operations (i.e., its **NCF**) or value over the ownership period;
- 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:

New Construction	
For...	The Property's total development cost basis includes...
Land	<ul style="list-style-type: none">• Purchase price; plus• Value created since acquisition from<ul style="list-style-type: none">- zoning changes,- demolition,- infrastructure improvements,- parcel assembly over time, and- other subjective entitlements. <p>Note: Valuation should be supported by recent land sale activity on a market and cash basis.</p>



New Construction	
Hard Costs	<p>Expenses for:</p> <ul style="list-style-type: none"> • items including <ul style="list-style-type: none"> - substructure, - shell, - interiors, - construction services, - equipment, and - furnishings; • developer fee (8% maximum); and • general contractor fee (10% maximum).
Soft Costs	<p>Fees for:</p> <ul style="list-style-type: none"> • appraisal, market studies, etc.; • professional services, including <ul style="list-style-type: none"> - 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	<p>Expenses for:</p> <ul style="list-style-type: none"> • construction loan financing, including <ul style="list-style-type: none"> - interest, and - origination fee; • construction period <ul style="list-style-type: none"> - 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...	Should...
Cash Out Proceeds	Be commensurate with the length of the ownership period.
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 205

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 21

Condominium Properties

Section 2101

Eligible Mortgage Loans

Requirements

For any Condominium Property, you must:

- evaluate the Condominium Documents for compliance with the Condominium Document Review Checklist (Form 6498);
- determine if it is a:
 - Residential Condominium where the Borrower owns:
 - 100% of the units (i.e., a Wholly-Owned Condominium); or
 - less than 100% but at least 80% of the units (i.e., a Fractured Condominium); or
 - Commercial Condominium where the Borrower owns 100% of the residential units but does not own any other unit;
- ensure each Condominium Property unit:
 - is a separate tax parcel; and
 - has a separate tax bill;
- confirm:
 - the entire Property is subject to the Condominium regime;
 - all assessments and payments due per the Condominium Documents are current;
 - future assessments and payments from the Borrower are subordinate to the Mortgage Loan;
 - the Borrower is:
 - complying with all Condominium Documents; and
 - not involved in any Condominium Property disputes that may
 - result in material litigation, or
 - materially adversely impact the Property; and
- retain Form 6498 in your Servicing File.



Section 2102

Control

Requirements

Control Requirements	
For a...	To be eligible for Delivery, you must ensure the Borrower has...
<u>Wholly-Owned Condominium</u>	<u>Complete control to directly or indirectly manage and operate the Condominium Property, through voting rights, consent rights, or ownership, to control all:</u> <ul style="list-style-type: none">• <u>voting outcomes; and</u>• <u>actions taken, including for:</u><ul style="list-style-type: none">- <u>Condominium termination;</u>- <u>Condominium Document amendments;</u>- <u>assessments and budgets;</u>- <u>insurance requirements; and</u>- <u>post casualty or condemnation:</u><ul style="list-style-type: none">▪ <u>restoration and repair; and</u>▪ <u>proceeds or award application.</u>



Control Requirements	
For a...	To be eligible for Delivery, you must ensure the Borrower has...
Fractured Condominium or Commercial Condominium	<p>Material control (including the requisite votes in any Person directly or indirectly governing the Condominium), either individually or with its mortgagee, to:</p> <ul style="list-style-type: none"> • prevent: <ul style="list-style-type: none"> - Condominium termination; and - any Material Amendment to the Condominium Documents; and • require, either directly or per the Condominium Documents: <ul style="list-style-type: none"> - Condominium repair and restoration, including common elements, for any casualty or condemnation damage equal to 80% or less of either the <ul style="list-style-type: none"> ▪ common elements, or ▪ Borrower-owned Condominium units; and - for any casualty or condemnation neither repairable nor restorable, timely distribution of insurance or condemnation proceeds to Condominium unit owners.

 [Guidance](#)

Condominium Document Review	
Topic	You should review the Condominium Documents to evaluate...
Governing Body	<p>Membership</p> <ul style="list-style-type: none"> • composition, • appointment, and • removal.
Voting	<p>Thresholds for</p> <ul style="list-style-type: none"> • making decisions, • amending documents, and • terminating the condominium structure.



Condominium Document Review	
Topic	You should review the Condominium Documents to evaluate...
<u>Association</u>	<ul style="list-style-type: none"> • <u>Responsibilities for</u> <ul style="list-style-type: none"> - <u>collecting fees,</u> - <u>managing maintenance tasks,</u> - <u>obtaining adequate insurance, and</u> - <u>mediating disputes.</u> • <u>Requirements and restrictions for</u> <ul style="list-style-type: none"> - <u>operations,</u> - <u>physical appearance,</u> - <u>common area alterations,</u> - <u>unit alterations, and</u> - <u>rebuilding.</u>
<u>Assessment Fees</u>	<ul style="list-style-type: none"> • <u>Provisions for</u> <ul style="list-style-type: none"> • <u>establishment,</u> • <u>escalation, and</u> • <u>special assessments.</u>
<u>Common Areas</u>	<ul style="list-style-type: none"> • <u>Use of</u> <ul style="list-style-type: none"> • <u>shared amenities,</u> • <u>ingress/egress, and</u> • <u>parking.</u>
<u>Financials</u>	<ul style="list-style-type: none"> • <u>Reasonableness of</u> <ul style="list-style-type: none"> • <u>annual budget,</u> • <u>3 years Condominium income/expense statements, and</u> • <u>reserves.</u>
<u>Insurance Proceeds and Condemnation Awards</u>	<ul style="list-style-type: none"> • <u>How funds are</u> <ul style="list-style-type: none"> • <u>held,</u> • <u>applied, and</u> • <u>disbursed.</u>
<u>Covenant Enforcement</u>	<ul style="list-style-type: none"> • <u>Ability to, and history of,</u> <ul style="list-style-type: none"> • <u>levying fines,</u> • <u>collecting interest, and/or</u> • <u>placing and foreclosing liens.</u>



Condominium Document Review	
<u>Topic</u>	<u>You should review the Condominium Documents to evaluate...</u>
<u>Insurance</u>	<u>Coverage for</u> <ul style="list-style-type: none"> • <u>property (e.g., accidents, fire, equipment failure, flood, wind, etc.),</u> • <u>liability (personal injury), and</u> • <u>director's and officer's (e.g., theft, fraud, etc.).</u>

Section 2103

Loan Documents

Requirements

Loan Documents	
<u>For a...</u>	<u>You must ensure execution of...</u>
<u>Wholly-Owned Condominium</u>	<ul style="list-style-type: none"> • <u>Modifications to Multifamily Loan and Security Agreement (Condominium Provisions) (Form 6202); and</u> • <u>Modifications to Security Instrument (Condominium Subordination)(Form 6304).</u>
<u>Fractured Condominium or Commercial Condominium</u>	<ul style="list-style-type: none"> • <u>Modifications to Multifamily Loan and Security Agreement (Fractured/Commercial Condominium Provisions) (Form 6258);</u> • <u>Estoppel Certificate attached to Form 6258, executed by the condominium association;</u> • <u>Modifications to Security Instrument (Condominium Subordination) (Form 6304); and</u> • <u>Guaranty of Non-Recourse Obligations (Form 6015).</u>



GLOSSARY

■ **Commercial Condominium**

Property is within a mixed-use condominium regime where the Borrower Property owns all of the combining Borrower-owned multifamily residential units with 1 or more other uses (e.g., retail, hotel, office, etc.) which may not be Borrower-owned.

■ **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.

■ **Condominium Documents**

Governing documents:

- for the Condominium and owners' association's
 - creation,
 - operation, and
 - management; and
- including Condominium instruments for Condominium governance, such as
 - declarations,
 - plats,
 - bylaws,
 - rules and regulations,
 - articles of incorporation, or



- any other document required by law.

Synonyms

Condominium Document

■ **Fractured Condominium**

Residential Condominium Property ~~with a residential condominium regime~~ where the Borrower ~~does not own~~ allows less than 100% of the residential units.

■ **Material Amendment**

Change to the Condominium Documents pertaining to:

- modifying, after a casualty or condemnation,
 - insurance requirements,
 - use of insurance proceeds, or
 - rebuild requirements;
- altering or restricting the use of the
 - Condominium units,
 - common elements, or
 - other easements;
- decreasing mortgagee
 - rights, or
 - notices;
- altering or diluting
 - voting rights, or
 - the number of board seats;
- diluting Borrower's ownership interest in, or use of, common



elements;

- changing the structure or methodology for determining assessments and special assessments; or
- causing or allowing termination of the Condominium structure without Borrower or mortgagee consent.

■ **Residential Condominium**

Condominium Property where all units are residential.

■ **Wholly-Owned Condominium**

Residential Condominium Property where the Borrower owns 100% of the units.