



Project Standards Requirements

Frequently Asked Questions

This FAQ document provides responses to common questions related to Fannie Mae’s project review methods and policies for determining project eligibility for mortgages secured by units in condo, co-op, and planned unit development (PUD) projects.

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General

Q1. Revised: How can lenders use the list of “approved” projects posted on Fannie Mae’s website?

The list of projects “Approved by Fannie Mae” is now in Condo Project Manager™ (CPM™). (The list that was previously located on the Project Eligibility Review Service (PERS) page on fanniemae.com has been retired.) Non-CPM users may request read-only access to perform searches and print reports, but not to certify a Project or Phase. Contact your Corporate or Technology Manager Administrator to gain CPM access.

Even when a project has a Fannie Mae approval, lenders are still responsible for verifying and documenting that the project has appropriate insurance (e.g., project, liability, fidelity, flood, etc.) as required in Part B7 of the *Selling Guide*. Lenders need special approval to sell co-op loans to Fannie Mae.

Q2. Does Fannie Mae require a unique project identifier?

No. However, lenders are encouraged to include the condo or co-op’s IRS Federal Tax Identification Number (TIN) in the loan file. CPM includes a field to input the condo’s TIN. This information helps to distinguish between projects with similar names and assists with project identification.

Q3. What is the difference between legal phases and construction or marketing phases?

A legally phased project requires that a supplement or amendment to the master deed or declaration be recorded in the public records to formally make additions to the project. Lenders are able to approve legal phases for projects provided the subject unit’s legal phase meets all requirements of the Full Review process. Construction or marketing phases typically exist for the developer’s convenience and are covered under a single master deed or declaration. Lenders are not delegated to review construction or marketing phases, and new projects completed on a marketing or construction phase basis must be submitted to PERS for review.



Q4. What is a “newly converted” condo project?

A gut or non-gut rehabilitation condo that does not meet the criteria of “established” is considered “newly converted.” Newly converted non-gut rehabilitation projects with more than four units must be submitted to Fannie Mae for review through PERS.

Q5. When calculating presales for new or newly converted projects, do units have to be conveyed (title transferred) to count toward the total number of presales?

No. Presales are calculated based on both units that are under contract and units that have been conveyed (i.e., title transferred).

Q6. How is the 10% reserve allocation in the budget calculated?

To determine whether the association has a minimum annual budgeted replacement reserve allocation of 10%, divide the annual budgeted replacement reserve allocation by the association’s annual budgeted assessment income. Additional information concerning reserve calculation can be found in the *Selling Guide B4-2.2-02 (Full Review Process)*.

Q7. Does non-incident business income for condo projects include lease agreements with telephone, cable, and Internet companies?

Income earned by the homeowners’ association (HOA) that is the result of lease agreements with telephone, cable, and internet companies does not meet the definition of active ownership or operation of amenities or services available to unit owners and the general public. Therefore, the 15% cap (relative to the project’s operating budget) does not apply to this type of income.

Q8. Do the limitations for non-incident income apply when the HOA is earning money from the leasing of commercial space to a business entity?

When an HOA receives income because it rents a space located within its project to a business entity, the rental income is not subject to limitations for business income because the HOA is leasing the space and not “actively” operating or owning a business. The limitations for non- incident business income apply only when the HOA earns income from actively owning or operating a business enterprise.

Q9. Does Fannie Mae allow shared amenities?

Shared amenities generally are not permitted between the HOA and a third party such as the developer, sponsor, or management company. Shared amenities are allowed when two or more HOAs share amenities for the exclusive use of the unit owners.

The associations must have an agreement in place governing the arrangement for shared amenities that includes:

- a description of the shared amenities;
- a description of the terms for sharing the amenities;
- provisions for the funding, management, and upkeep of the shared amenities; and
- provisions to resolve related conflicts between the associations.

Q10. Does Fannie Mae allow the HOA to lease parking spaces for use by condo unit owners?

Yes. Parking amenities provided under commercial leases or parking permit arrangements with parties unrelated to the developer are acceptable.



Q11. Does Fannie Mae allow a unit owner's parking space to be financed by the mortgage?

Yes. Fannie Mae permits the financing of a single or multiple parking space(s) with the mortgage, provided that the parking space(s) and residential unit are included on one deed as evidenced by the legal description in the mortgage. In such cases, the Loan-to-Value, Combined Loan-to-Value, and Home Equity Combined Loan-to-Value ratios are based on the combined value of the residential unit and the parking space(s).

Projects in Need of Critical Repairs (includes material deficiencies and significant deferred maintenance) and Special Assessments

Q12. Revised: How long will the temporary requirements announced in Lender Letter LL-2021-14 be effective?

The temporary requirements will be retired on Sept. 18, 2023. At that time, lenders must comply with the new Guide requirements for projects in need of critical repairs and special assessments for all new applications. However, lenders may incorporate these policy changes into the review process immediately. If the lender chooses to adopt the new policy prior to Sept. 18, 2023, the lender may then resume the use of a reserves study that meets the eligibility criteria outlined in B4-2.2-02 of the *Selling Guide*.

Q13. Revised: Are lenders expected to apply these requirements to existing project approvals?

Lenders are expected to apply these requirements to loans with application dates on or after Sept. 18, 2023. However, lenders may incorporate these policy changes into the review process immediately. If a lender has an unexpired project review completed prior to Sept. 18, 2023, they must still validate these new requirements have been met for loan applications dated on or after that date. This applies to all review types for projects consisting of five or more attached units.

Q14. What requirements apply if a project has an unexpired lender certification in CPM on or after Sept. 18, 2023?

CPM will be updated the weekend of Sept. 15, 2023, with new data elements related to critical repairs, material deficiencies, significant deferred maintenance, inspection reports, evacuation orders, and special assessments. For all unexpired CPM project eligibility certifications, the lender must update the certification with the new data requirements for loan applications dated on or after Sept. 18, 2023. The new data requirements apply to all initial project review submissions to CPM on and after Sept. 18, 2023, regardless of the loan application date. Loans with application dates prior to Sept. 18, 2023 for which the lender has an unexpired project review in CPM completed prior to that date may be underwritten in accordance with the policies outlined in LL-2021-14 and the unexpired CPM certification.

Q15. New: Under the Waiver of Project Review as outlined in B4-2.1-02, Fannie Mae to Fannie Mae limited cash-out refinances must be reviewed for critical repairs and evacuation orders. Does this apply to all project types?

The requirement only applies to condo and co-op projects consisting of five or more attached units.

However, lenders are still required to ensure the property complies with our requirements outlined in B2-3, Property Eligibility Requirements in which the property must be safe, sound, and structurally secure.

Note: A value acceptance (appraisal waiver) may not be exercised if the lender believes that an appraisal is warranted based on additional information the lender has about the property or subsequent events. If critical repairs or large special assessments exist, an appraisal may be necessary to determine the impact to marketability. Refer to B4-1.4-10, Value Acceptance (Appraisal Waiver) for additional information.



- Q16. **New: Under the Waiver of Project Review, lenders are not required to determine compliance with the requirements relating to projects in need of critical repairs and special assessments for loans secured by detached condo units. What if the detached condo unit is located in a condo project consisting of both detached and attached condo units, does the lender need to review the condo project for critical repairs and special assessments?**

If the subject unit is detached, the lender is not required to comply with the requirements for projects in need of critical repairs and special assessments. However, lenders are still required to ensure the property complies with our requirements outlined in B2-3, Property Eligibility Requirements in which the property must be safe, sound, and structurally secure.

Note: A value acceptance (appraisal waiver) may not be exercised if the lender believes that an appraisal is warranted based on additional information the lender has about the property or subsequent events. If critical repairs or large special assessments exist, an appraisal may be necessary to determine the impact to marketability. Refer to B4-1.4-10, Value Acceptance (Appraisal Waiver) for additional information.

- Q17. **New: Under the Waiver of Project Review as outlined in B4-2.1-02, review for critical repairs and special assessments is not required for loans secured by detached units, 2-4 unit projects, and Fannie Mae to Fannie Mae limited cash-out refinances for projects consisting of less than five attached units. What if the project and property meet the requirements for Waiver of Project Review, but the amenities only, such as the clubhouse, require critical repairs? Is the project ineligible?**

Loans secured by detached units, a unit in a 2–4-unit project, and Fannie Mae limited cash out refinances in projects consisting of less than five attached units are not required to comply with the requirement to review for critical repairs and projects with evacuation orders. However, lenders are still required to ensure the property complies with our requirements outlined in B2-3, Property Eligibility Requirements in which the property must be safe, sound, and structurally secure. If the lender discovers during the normal underwriting process a circumstance that impacts the common areas/amenities, the lender must perform additional due diligence to ensure there is no negative impact to marketability as outlined in B4-1 Appraisal Requirements.

Note: A value acceptance (appraisal waiver) may not be exercised if the lender believes that an appraisal is warranted based on additional information the lender has about the property or subsequent events. If critical repairs or large special assessments exist, an appraisal may be necessary to determine the impact to marketability. Refer to B4-1.4-10, Value Acceptance (Appraisal Waiver) for additional information.

- Q18. **Revised: Revised Policy states that critical repairs include “any project that failed to pass state, county, or other jurisdictional mandatory inspections, or certifications specific to structural safety, soundness, and habitability”. Are there any exceptions for excluding municipal inspections?**

No, municipal inspections are not excluded from the policy. Projects that have failed to pass any local regulatory inspection(s) are not eligible.

Note: Local regulatory inspections may not encompass all the components of the project/building(s) that require review for critical repairs. For example, a façade inspection report is not a substitute for a building condition report or inspection as it most likely does not contain information related to the condition for all the building structural elements. Lenders may need to review additional documentation to determine that the other building structural elements are not in need of critical repairs.

- Q19. **Are there any options if a project has not obtained the required recertification by the local jurisdiction?**

No. The recertification process must be complete with evidence the project has passed all the required inspections. Typically, the local jurisdiction will issue a letter indicating the project has passed the recertification process.



Q20. **New: What if a jurisdiction classifies a project as unsafe, non-compliant, or other similar rating. Does that mean the project is ineligible?**

Yes. Any project that fails to pass state, county, or other jurisdictional mandatory inspections and/or certifications specific to structural soundness, safety and habitability is not eligible as outlined in B4-2.1-03 of the Selling Guide.

Q21. **New: What if a jurisdiction classifies a project as safe or other similar rating, but there are critical repairs that have not been completed. Is the project ineligible?**

The project remains ineligible until critical repairs have been completed. Our policy requires lenders to determine the project is safe, does not need critical repairs, and passes any regulatory inspection. The policy is not specific to any jurisdiction and should be applied consistently across all jurisdictions as applicable.

Q22. **How can lenders obtain information about critical repairs, material deficiencies, significant deferred maintenance, and special assessments?**

There are various sources that may provide the information, including the homeowners' association's (HOA's) meeting minutes, financial statements, engineer's reports, or other documents as outlined in B4-2.1-03. These sources are neither prescriptive nor exhaustive. Lenders are responsible for determining which documents they need to review. Parties with an interest in the transaction such as the real estate agent, seller, buyer, or unit owner may provide the documentation.

Q23. **New: When the HOA or management company returns a project questionnaire that does not answer questions related to critical defects and significant deferred maintenance or states the information is unknown or not applicable, are lenders required to obtain additional documentation to support no critical repairs are required?**

The GSE Condo Questionnaire and the associated addendum are optional forms.

- Lenders often use their own forms or find other types of documentation to help them complete the project underwriting.
- When a lender is using a questionnaire during their underwriting process and the questionnaire does not provide the information the lender needs to make the representation and warranty that the project meets our eligibility guidelines, then the lender will need to obtain additional information or documentation to make the determination.
- Our *Selling Guide* B4-2.1-03 provides examples of additional documentation that may be helpful to review. If the lender is unable to make the determination that the project is not in need of critical repairs, then loans on units in the project are not eligible for sale to Fannie Mae

Q24. **If a lender is reviewing a small project under the Limited Review process that does not have a budget and financial records or a reserve study, how can the lender determine there are no critical repairs or special assessments?**

Fannie Mae is not prescriptive on what documentation lenders obtain to make the determination See Q22 above for various sources that may provide this information. If the lender is unable to obtain the information to make the determination, loans on units in the project are not eligible for sale to Fannie Mae.



- Q25. **What options are there if the association or property manager is not willing to provide a copy of any inspection report completed within the past three years, information to confirm the project is not in need of critical repairs, or information on special assessments?**

The lender must obtain and review a copy of any inspection completed within the past three years. The lender may be able to obtain the information from parties that have an interest in the transaction: buyer, seller, real estate agent, or unit owner for a refinance. If the lender is unable to obtain the information to make the determination or obtain the required inspection reports, loans on units in the project are not eligible for sale to Fannie Mae.

- Q26. **New: Guidelines related to projects in need of critical repairs state lenders must review structural and/or mechanical inspections that have been completed within 3 years of the lender's project review date. What if an inspection has not been completed? Is the project ineligible?**

No. We do not require that an inspection be completed for any project. However, if one has been completed within 3 years prior to the project review date, then it must be reviewed. If an inspection has not been completed, lenders are still required to review other sources of documentation to ensure the project is not in need of critical repairs.

- Q27. **If a project has levied a special assessment, does the budget also have to include a 10% reserve requirement?**

If the lender is completing a Full Review, the budget must allocate for 10% reserves. Special assessments cannot be used in lieu of the 10% budget reserve allocation.

- Q28. **New: When the HOA indicates that a special assessment may be required in the future but is not yet planned or approved, what action must the lender take?**

If a special assessment is not yet planned or approved, but it is disclosed that one will most likely be required in the future, the lender must determine the project is not in need of critical repairs as outlined in B4-2.1-03. The lender is not expected to evaluate the special assessment details that have not been implemented by the association.

- Q29. **Policy states, "Any unfunded repairs costing more than \$10,000 per unit that should be undertaken within the next 12 months (does not include repairs made by the unit owner or repairs funded through a special assessment)." Can Fannie Mae provide further definition of "unfunded"? Would special assessments that are not yet paid in full be considered funded or unfunded? Are association loans an acceptable source of funding for repairs?**

By unfunded we mean the HOA does not have the funds in place to pay for the repairs and must postpone the remediation. It is acceptable if the HOA imposes a special assessment or obtains a loan to fund the repairs. However, if the special assessment is related to safety, soundness, structural integrity, or habitability, all related repairs must be fully completed.

- Q30. **What are some examples to help make the determination as to whether an outstanding repair is routine or critical?**

Fannie Mae is not prescriptive on what constitutes a critical repair, however some examples include but are not limited to any mold, water intrusion or potentially damaging leaks, advanced physical deterioration of load bearing structures, failure of roof, unsafe balconies, foundation, or parking structure issues, that if left uncorrected, could result in critical element or system failure. Routine repairs are preventative in nature or part of normal capital replacements (e.g., focused on keeping the project fully functioning and serviceable) accomplished within the project's normal operating budget or through a special assessment and are similar to proactive maintenance repairs. A delay in the repair would not result in critical element or system failure.



- Q31. **Revised:** Policy states, “If damage or deferred maintenance is isolated to one or just a few units and does not affect the overall safety, soundness, structural integrity, or habitability of the improvements, then this project eligibility requirement does not apply.” Is there a percentage guidance that can be provided to define “few”? If repairs are required to a single building in the project but the other buildings do not require repairs, would this be acceptable?

There is no specific percentage guidance and lenders should evaluate based on the overall size of the projects. For example, if three units are damaged in a 6-unit project the exception would not apply as most of the units in the project are impacted. However, three units in need of repairs in a 600-unit project would indicate the damage or deferred maintenance is isolated to just a few units. Lenders must still ensure that the outstanding repairs do not affect the overall safety, soundness, structural integrity, or habitability of the project. This policy applies regardless of the number of buildings impacted.

Note: the same guidance applies to evacuation of just a few units.

- Q32. **New:** If only a portion of a project is impacted by an insurable loss (such as fire), can we sell loans secured by units in other portions of the project that are not impacted to Fannie Mae?

A project impacted by a disaster must meet our requirements relating to projects in need of critical repairs, which includes material deficiencies, significant deferred maintenance, and special assessments. See Q31 above for additional information.

- Q33. **Policy states that lenders must review any structural or mechanical inspection report completed within 3 years. Can Fannie Mae clarify what inspections are included in this requirement? Would it be any inspection completed or only mandatory inspections?**

The lender must review a complete and true copy of any structural or mechanical inspection report (not just mandatory inspections) that has been completed within the past three years.

- Q34. **Is it acceptable for the association to take out a loan to fund critical repairs?**

Yes, it is acceptable. Regardless of the means of funding, loans in projects in need of critical repairs remain ineligible until the repairs have been completed.

- Q35. **To assess whether the project is in need of any critical repairs (which includes material deficiencies and significant deferred maintenance), can the lender rely on the appraisal alone?**

No. A lender should not rely solely on the appraisal to complete its project review as the appraisal may not have or disclose information on critical repairs. Refer to B4-2.1-03 for example documents that may be helpful when reviewing for critical repairs.

- Q36. **Are special assessments calculated independent of regular maintenance (HOA) fees/assessments or are they added together when calculating delinquency of no more than 15% of units 60 or more days delinquent?**

Delinquency for maintenance fees/assessments and special assessments are calculated separately. For example, 12% of unit owners are delinquent on regular maintenance fees/assessments and 6% are delinquent on special assessments. The delinquency is not added to a total of 18% but is separately calculated as 12% and 6%.

- Q37. **New:** If there are multiple special assessments, is the delinquency calculated separately for each special assessment?

Yes. Each special assessment is calculated separately. For example, 10% are delinquent on a special assessment that started in 2021, and 8% are delinquent on a special assessment that started in 2022. The special assessment delinquency is 10% and 8% respectively, not 18%.



Q38. If a loan is eligible for a Limited Review, is the lender required to validate that the project also meets the requirements for another review type?

No. So long as the project and loan meet all of the requirements for a Limited Review, which includes verifying that there are no Ineligible Characteristics as outlined in B4-2.1-03, the lender may use the Limited Review process, even if the lender is aware that the project would be ineligible under another project review type.

Q39. If the loan is eligible for a Limited Review (which includes verifying that there are no Ineligible Characteristics as outlined in *Selling Guide* B4-2.1-03), does the lender still have to review the project for critical repairs (including material deficiencies and significant deferred maintenance) and special assessments?

Yes, as outlined in the *Selling Guide* B4-2.1-03 lenders are required to review the project for critical repairs, and review of special assessments to determine they are not related to critical repairs.

Q40. Revised: If the loan has closed but not yet been delivered, is the lender still required to verify the project has not been updated to the unavailable status in CPM prior to delivery of the loan?

The project must continue to be eligible as of the note date and must not be unavailable in CPM. As outlined in the *Selling Guide* B4-2.1-01, the loan must be delivered within 120 days of the note date. When the elapsed time between note date and delivery date exceeds this limit, the lender may deliver the loan only if the project continues to meet Fannie Mae project eligibility requirements at the time of delivery.

Q41. How do lenders determine the marketability or condition of the project when Desktop Underwriter® (DU®) offers an appraisal waiver?

An appraisal waiver does not relieve lenders of their responsibility to represent and warrant that the project meets the requirements of the review type, and the requirements outline in B4-2.1-03 of the *Selling Guide*. If critical repairs or large special assessments exist, an appraisal may be necessary to determine the impact to marketability.

Q42. What if lenders do not have access to CPM to determine if a project is unavailable?

The lender is responsible for verifying the project status in CPM. If the lender does not have access to CPM, they may need to contact their aggregator(s) to determine if the project has an unavailable status. Any Fannie Mae-approved seller/servicer can obtain access to CPM. Non-Fannie Mae-approved correspondents can also obtain access to CPM as outlined in the [CPM Non-Seller Access Quick Guide](#).

Q43. If a project's status in CPM is "unavailable," can lenders submit documentation to have the status re-evaluated?

If a lender has completed a review of the project and has documentation to prove the eligibility issues are resolved, they can submit it to Fannie Mae for review and possible removal of the unavailable status. Lenders will need to complete a review of the documentation and explain why they believe the project now meets Fannie Mae guidelines.

Q44. Does the HOA Questionnaire (Form 1076) capture information related to deferred maintenance and special assessments?

Effective Dec. 15, 2021, an addendum to Form 1076 helps capture this information. Use of Form 1076 is optional.



Condotel

Q45. What is meant by “primarily transient in nature?”

A project is primarily transient in nature if the predominant use of the units is short-term rentals of less than 30 days. Projects that have no other condotel characteristics, but which permit unit owners to offer short-term rentals on a seasonal basis while they reside in the units during a significant portion of the year, do not meet the criteria of “primarily transient in nature” under the condotel policy.

Units leased on a long-term basis as the primary residence of the lessor are not considered transient in nature.

Q46. Does primarily transient in nature stand alone? If it is the only condotel characteristic of the project, does it make the project ineligible?

Yes. In most cases, projects that are primarily transient will also have one or more additional characteristics as listed in *Selling Guide B4-2.1-03, Ineligible Projects – Projects that Operate as Hotels or Motels*. However, even if it is the only condotel characteristic, the project is ineligible.

Q47. If a project is professionally managed by a hotel or resort management company that facilitates short-term rentals for other projects and the subject project has no other characteristics of a condotel, is this project ineligible?

It depends. Projects that are professionally managed by hotel or resort management companies are likely to hire these firms to facilitate short-term rentals for the unit owners. In rare cases, some projects may choose these entities for professional management services that do not include rental or other condotel characteristics. In that case, Fannie Mae would be willing to discuss the possible eligibility of those projects and may review them through the Project Eligibility Review Service.

Q48. What if "resort" is part of the name only in the master association legal documents but not in the sub-association legal documents?

In most cases, the project would be ineligible. The master association governs the sub-association, and typically when the master is marketed or operated as a resort project the sub-associations follow suit.

However, in certain projects the master association includes the name resort only as a naming convention. In those cases, the lender must determine that the project is not being marketed or operated as a transient resort and the “resort” name is not a reflection of its current use.

Q49. Fannie Mae guidelines state a project is ineligible if it has a legal or common name that contains hotel, motel, or resort, unless the use of hotel, motel, or resort is a reference to a historical use of the building and not reflective of its current use as a residential condo or co-op project. Does this mean a project with a legal or common name that contains “resort,” but is not a reference to a historical use of the building, is automatically ineligible?

It depends. If the name includes “resort” as a naming convention only, it may be acceptable. The lender is expected to perform additional review to confirm the project is not being marketed or operated as a transient resort primarily for short-term rentals, and the “resort” name is not a reflection of its current use.

Q50. What if a condo is located within a master PUD resort project but is not operating with any hotel characteristics other than allowing short-term rentals? Is it ineligible?

If a condo project is located in a master PUD resort project, the lender must confirm the subject unit’s condo project is not operating with any condotel characteristics as outlined in *Selling Guide B4.2-1-03*, and the majority of units within the condo are not being used for transient or short-term rental purposes.



Q51. What if a single unit or very small percentage of the units have advertised their unit for rent on travel websites and have been assigned a “hotel” rating? Does this make the project ineligible?

If the unit is assigned a rating that is specific to the unit and the rating does not apply to the entire project, the project may be eligible provided it meets all of Fannie Mae’s project eligibility requirements for the review type that is used to determine project eligibility. In all cases, the lender must determine that the project is not a condotel or other similar transient-use project.

Project Reviews

Q52. If a detached unit is located in a condo project with both attached and detached units, must the detached unit be subject to project review?

No. There are no project review requirements for detached units in condo projects (other than manufactured homes), even if the project also includes attached units. Instead, lenders must confirm all the following requirements are met:

- The project and the unit are in compliance with all other Fannie Mae requirements for property eligibility and appraisal standards.
- The project and the unit have the required insurance as described in *Selling Guide* Subpart B7, Insurance.
- The detached unit is not a manufactured home. If the project contains manufactured homes, the project may require either a lender-delegated review or a Fannie Mae PERS review. Refer to the *Selling Guide* to determine which review may be required.
- The project is in compliance with the requirements for priority of common expense assessments (see *Selling Guide* [B4-2.1-01](#) General Project Standards).

Project review requirements continue to apply to the attached units per the *Selling Guide*.

Q53. How can a lender determine the number of units a single entity owns in a project when completing a Limited Review?

The lender is responsible for obtaining the information on single-entity ownership concentration from a reliable source, including, but not limited to, the HOA, management company, or title company.

Q54. When conducting a CPM Review, is the lender required to review the project’s legal documents and budget?

It depends on the type of project in which the unit is located. The lender must review the legal documents and budget for attached units in a new or newly converted condo project consisting of more than four units being reviewed through CPM. The lender must review the budget for attached units in an established condo project reviewed through CPM. Additional information on requirements for the project’s legal documents and budget can be found in the *Selling Guide* [B4-2.2-02](#) (Full Review Process) and [B4-2.2-03](#) (Full Review: Additional Eligibility Requirements for New and Newly Converted Condo Projects).

Q55. What is the lender’s responsibility for the review of legal documents? Must lenders obtain an attorney’s opinion or memorandum regarding the legal documents for new projects?

For attached units in new condo projects (containing more than four units), Fannie Mae requires lenders to validate that the condo project’s legal documents are in compliance with *Selling Guide* requirements. Except for new projects submitted for Fannie Mae review via PERS, obtaining a written determination of compliance from an attorney is optional.



For new and newly converted condo projects submitted for Fannie Mae review via PERS, a qualified attorney engaged by the lender must review the legal documents and determine that they are in compliance with Fannie Mae's requirements. The determination must be documented in writing but does not need to be a formal legal opinion. The lender must complete [Form 1054, Warranty of Condominium Project Legal Documents](#), and attach the attorney review as part of the PERS submission process.

Fannie Mae reserves the right to require a review of the legal documents for an established condo project submitted for Fannie Mae review via PERS.

Q56. When reviewing a new condo project for compliance with the Rights of Condo Mortgagees and Guarantors as outlined in *Selling Guide B4-2.2-03*, what mortgagee notification rights must be included in the project documents?

The project documents must give the mortgagee and guarantor of the mortgage on any unit in a condo project the right to timely written notice of:

- any condemnation or casualty loss that affects either a material portion of the project or the unit securing its mortgage;
- any 60-day delinquency in the payment of assessments or charges owed by the owner of any unit on which it holds the mortgage;
- a lapse, cancellation, or material modification of any insurance policy maintained by the homeowners' association; and
- any proposed action that requires the consent of a specified percentage of mortgagees.

The *Selling Guide* states the mortgagee must receive timely written notice. The mortgagee cannot be required to provide a prior written request for such notification. The language can, however, indicate that the borrower is obligated to provide the HOA with the name of their mortgage holder, to support the HOA in maintaining accurate and up-to-date records for notification purposes.

Q57. Can lenders submit a PUD project through the PERS process?

Not generally. In most cases, the evaluation of PUD projects remains a lender-delegated function (i.e., project review is not required for most PUD projects). However, Fannie Mae requires lenders to submit PUD projects consisting of single-wide manufactured homes for review through the standard PERS process.

Q58. What is the review process for manufactured housing?

Established projects consisting of manufactured housing may be reviewed by lender-delegated full review process. If the project is considered a new project; has resale restrictions or shared equity; or is a community land trust project or subject to a leasehold, it must be reviewed through the Fannie Mae PERS process. Multi-width manufactured homes that are part of a PUD project do not require a review.

Q59. What are cohousing communities and are cohousing units eligible for Fannie Mae financing?

Co-housing communities are typically characterized by private unit ownership within a community that has explicit arrangements for shared community life and the responsibility for and ownership of common elements and amenities. While these types of communities are often marketed to consumers as co-housing communities, they are typically legally organized as a condo, co-operative, or PUD project. Other legal structures may also exist for co-housing communities, which may not meet Fannie Mae eligibility requirements, such as common interest apartments. Loans secured by units in co-housing communities may be eligible for sale to Fannie Mae provided the co-housing project and the subject property unit meet all *Selling Guide* provisions including any applicable policies related to project standards, deed restrictions, and insurance.



PERS Submissions

Q60. How can lenders access the required forms for PERS? How should the completed project review documentation be submitted to Fannie Mae?

[Getting Started with the Project Eligibility Review Service \(PERS\)](#) provides detailed instructions for PERS submissions.

Q61. Can lenders that are not Fannie Mae seller/servicers submit projects for PERS approval?

No, only approved Fannie Mae seller/servicers may submit projects to PERS. Lenders that submit projects to PERS are liable for representations and warranties. Approved seller/servicers are under contract with Fannie Mae and are liable for representations and warranties made under the Lender Contract.

Q62. Can a new condo project be approved by Fannie Mae prior to construction of any of the units? If not, at what stage of the completion may a lender submit the project documentation for Fannie Mae approval?

A project can be submitted at any time; however, if construction is not complete, the project will only be issued a “Conditional Approval,” which expires after 9 months. Seller/servicers are therefore advised to submit a project once they determine that “Final Approval” can be requested within a reasonable period of time in order to avoid a Conditional Approval expiring.

Q63. Can a lender submit outstanding conditions required to obtain a Final Approval on a project even though they were not the lender who obtained the Conditional Approval?

No, the submitting lender is responsible for satisfying the conditions of that submission. When the conditions are satisfied, the status of the project in CPM will be changed from Conditional approval to Approved by Fannie Mae and all Fannie Mae approved lenders will then be able to sell loans to us secured by units in that project with the status of Approved by Fannie Mae.

Q64. When Fannie Mae receives the condo documentation for PERS review, is there a rule regarding the age of the documents? For example, does the appraisal have to be completed within so many days/months?

Yes, all documents should be completed within 4 months prior to the submission so that we have up-to-date and accurate information available.

Q65. Can a lender obtain a copy of the Conditional or Final approval letter for a project if they were not the lender that submitted the project to PERS?

We only send the Conditional or Final approval letter to the submitting lender. Other lenders can access the list of Fannie Mae-approved projects in CPM.

Q66. If the PERS Project Approval submission is rejected, is any portion of the fee refundable?

Once the PERS fee has been decisioned with a formal letter to the lender, the fee is charged to the lender and is not refundable.

Q67. How are lenders billed once the review has been completed?

Fees associated with a review are included as part of the lender’s online monthly technology billing. [Fannie Mae Connect™](#) provides information about electronic billing access.



Additional Resources

- Visit the [Condo, Co-op, and PUD Eligibility webpage](#) for additional resources, including an “At-A-Glance” quick reference on condo project reviews. You may also direct questions to your customer account team; the *Selling Guide* Support Center at 1-800-2FANNIE (1-800-232-6643) – Options 1, 2; or visit Fannie Mae’s [Ask Poli](#)®.
- [Form 1076, Condominium Project Questionnaire](#) (also available in [Spanish](#)), is optional for lender use to collect project information. Form 1076 includes an addendum to help lenders capture additional information in support of *Selling Guide* requirements.
- Visit the [Condo Project Manager page](#) for CPM resources.