Freddie Mac Condominium Unit Mortgages



For all mortgages secured by a Condominium Unit in a Condominium Project, the Seller must perform an underwriting review of the Condominium Project to ensure the mortgage and the project meet the requirements of Freddie Mac Single-Family Seller/Servicer Guide (Guide) Chapter 42 and the Seller's other Purchase Documents. Use this reference as a summary of the eligibility requirements and project warranties based on the project type and review type.

Topic	Requirements
General	The following requirements must be met for all Condominium Unit Mortgages:
Condominium Project Requirements	The Mortgage, subject unit and Condominium Project meets applicable eligibility requirements, general project warranties, and additional Seller warranties applicable for the Project type and review type
(Guide Section 42.1)	Multiple purchases of units in a project by one owner are counted as one sale for presale requirements
	Mortgage is sold to Freddie Mac no later than six months after determining the project meets Freddie Mac requirements
	Seller retains all documentation supporting its warranty until all mortgages secured and sold to Freddie Mac are paid off
General	Upon sale to Freddie Mac, the Seller makes the following warranties:
Warranties	• Compliance with laws: Project is in compliance with applicable State laws in which the project is located and all other applicable laws and regulations
(Guide Section 42.2)	• Ineligible project: Project is not an ineligible project (See Ineligible Projects section below)
	Project insurance: Project meets applicable insurance requirements of Guide Chapter 58
	• Title insurance : Subject unit is covered by title insurance meeting requirements of Guide Chapter 39
	Limitations on ability to Sell/Right of first refusal: Right of first refusal in the project documents does not adversely impact the right of mortgagee or its assignee to:
	- Foreclose or take title to a unit pursuant to the remedies in the Mortgage, or
	- Accept a deed or assignment in lieu of foreclosure in the event of default by a mortgagor, or
	- Sell or lease a unit acquired by the mortgagee or its assignee
	Note: See exceptions in Guide sections 42.4 and 42.5(e)
	Project ownership: Unit owners have an undivided fee simple ownership of the land, or leasehold interest in the ground lease, on which the project is located
	Ownership and use of the common elements: Unit owners are the sole owners of and have the right to use the common elements including all buildings, roads, parking and amenities
	• Master Association: If applicable, the Master Association complies with the requirements for the Master Association project type
	• Conversions: If the Condominium Project is a conversion, the project must meet the following:
	 The appraiser or other licensed professional has stated that the project is structurally sound, and the condition and remaining useful life of the major project components (including roof, elevators, and mechanical systems) are sufficient to meet the residential needs of the project, or that the appraiser has found no evidence that any of these conditions are not met
	- All rehabilitation work was been completed in a professional manner
	- If the project is a partial rehabilitation, the Seller has verified that all repairs affecting soundness and habitability are complete, and sufficient replacement reserves have been allocated for all capital improvements
	Continuing project eligibility: There are no changes since the project review that would result in the project no longer meeting Freddie Mac requirements

Note: Vertical revision bars "|" are used in the margin of this quick reference to highlight new requirements and significant changes



Topic	Paguiroments
Торіс	Requirements
Ineligible Projects	Projects subject to federal or State securities regulations
(Guide Section 42.3)	 Hotel/Resort Project (Condominium Hotel) – Project operated as a hotel, resort or other type of hospitality entity or that has any of the characteristics or services described in Guide Section 42.10 (b)
	Project with multi-dwelling units – owner holds a single deed evidencing ownership of more than one dwelling unit
	Project with non-incidental commercial space – more than 20% of total square footage is non-residential
	Common-interest apartment – individuals with undivided interest in a residential apartment building and land on which the building is located, with the right of exclusive occupancy of a specific unit in the building
	Project with fragmented or segmented ownership – ownership is limited to a specific period of time on a recurring basis (e.g., 15th week of the year), or for a limited period of time (e.g., subsequent five years)
	Timeshare project – arrangement where purchaser receives an interest in real estate and the right to use a unit or amenities, or both, for a specified period and on a recurring basis
	Houseboat project – boats designed or modified to be used primarily as dwelling units
	Attached Condominium Project that is legal nonconforming – in the event of partial or full destruction, the legislation or the local zoning authority does not permit the current improvements to be rebuilt to current density (exception: Detached Projects)
	Project in litigation, arbitration, mediation or other dispute – where the dispute involves the safety, structural soundness or habitability of the project
	Project sold with excessive Seller contributions – Any project with respect to which the builder, developer or property seller is offering contributions that may affect the value of the subject property; examples include rent-backs or leasebacks, payments of principal, interest, taxes and insurance (PITI) or homeowners association assessments for any period of time, and undisclosed contributions (for example, contributions that do not show up on the HUD-1)
	• Project with excessive single investor concentrations – a single entity owns more than 10% of the total number of units, or one unit for projects with fewer than 10 units
	Project with fractured interest – project comprised of unit owners who own their own units and renters who rent or lease units from the developer or third party
	Continuing Care Retirement Community (CCRC) – a residential project designed to meet the health and housing needs of seniors as their needs change over time. CCRCs may also be known as Life-Care Facilities
	Projects that are ineligible for sale to or rejected by Fannie Mae
	Note: The following are eligible only when approved through an applicable reciprocal project review in accordance with Guide Section 42.9:
	Manufactured Homes secured by condominium unit
	New and Newly Converted attached Condominium Projects located in Florida
Financing of Limited Common Elements or Amenities	Parking spaces that are real property and purchased with the Condominium Unit may be financed as part of the Mortgage. Non-realty amenities such as boat docks or cabanas cannot be financed as part of a Mortgage.
(Guide Section 42.8 (a))	



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Topic	Requirements
Requirements by	Established Project
Project Status:	Definition:
- Established	Project is fully complete and not subject to additional phasing or additions, AND
– New	At least 90% of the total units are conveyed to unit purchasers other than the developer, AND
(Guide Sections 42.5 and 42.6)	Unit owners control the homeowners association
	Owner-Occupancy Requirements:
	Primary Residences and Second Homes: no owner-occupancy requirements
	Investment properties: at least 51% of the units in project are occupied as primary residences or second homes
	Additional Requirements
	Project budget - Budget is consistent with the nature of the project and appropriate assessments are established to manage the project:
	- Appropriate allocations - for line items pertinent to the type and status of the project
	 Operating budget - at least 10% of the budget provides funding for replacement reserves for capital expenditures, deferred maintenance and replacement cost of major common elements.
	- Adequate funding - for insurance deductible amounts
	• Delinquent assessments - No more than 15% of the total number of units in a project are 30 or more days delinquent on the payment of their Homeowners Association assessments
	Warranties
	Project meets definition of an Established Condominium Project
	No manufactured homes in project
	Project is not a New or Newly-Converted attached Condominium Project located in Florida
	General warranties in Guide Section 42.2 are met, excluding the warranty regarding limitations on ability to sell/right of first refusal in Section 42.2(e), which is no longer required.
	Additional warranties in Guide Section 42.11 are met, unless eligible for a Streamlined Review
	New Project
	Definition:
	Project is not fully complete, or is subject to additional phasing or annexation, OR
	Fewer than 90% of the total units have been conveyed to unit purchasers other than the developer, OR
	Control of homeowners association has not been turned over to unit owners
	Owner-Occupancy Requirements:
	At least 70% of the units in project are occupied or under contract to purchasers to be occupied as primary residences or second homes, OR
	 At least 70% of units in the subject legal phase are occupied or under contract to purchasers to be occupied as primary residences or second homes, AND
	At least 70% of the sum of the total number of units in the subject legal phase plus the total number of units in all prior legal phases are occupied or under contract to purchasers to be occupied as primary residences or second homes
	Additional Requirements
	Project completion - Subject legal phase and prior legal phases are substantially complete (certificate of occupancy or its equivalent has been issued)



Topic	Requirements
Requirements by	New Project, continued
Project Status:	Project budget:
EstablishedNew	 Homeowners Association assessments must begin on a specific date (whether or not all units are sold). Developer responsible for the assessment attributable to the unsold units
(continued)	 Budget is consistent with the nature of the project and appropriate assessment are established to manage the project:
(Guide Sections 42.5	 Appropriate allocations - for line items pertinent to the type and status of the project
and 42.6)	 Operating budget - at least 10% of the budget provides funding for replacement reserves, for capital expenditures, deferred maintenance and replacement cost of major common elements.
	 Working capital fund - if recently converted, developer initially funded a working capital fund
	 Adequate funding - for insurance deductible amounts
	• Delinquent assessments - No more than 15% of the total number of units in a project are 30 or more days delinquent on the payment of their Homeowners Association assessments
	Warranties
	Project meets definition of a New Condominium Project
	No manufactured homes in project
	Project is not a New or Newly-Converted attached Condominium Project located in Florida
	General warranties in Guide Section 42.2 are met
	Additional warranties in Guide Section 42.11 are met
Other	2- to 4-Unit Project
Condominium Projects:	2- to 4-Unit Projects are comprised of at least two but no more than four 1-unit dwellings that are each separately owned with separate legal descriptions:
– 2- to 4-Unit	Owner-Occupancy Requirements
- Detached	- All units (except one unit) are occupied as primary residences or second homes
(0 : 1 0 : 10 7)	- No single entity owns more than one unit in project
(Guide Section 42.7)	Project Completion Requirements – Units and common elements are complete (including common elements owned by a Master Association)
	Warranties
	- Project meets definition of a 2- to 4-Unit Condominium Project
	- No manufactured homes in project
	- Project is not a New or Newly-Converted attached Condominium Project located in Florida
	- General warranties in Guide Section 42.2 are met
	Detached Project
	Detached Projects are comprised solely of detached, 1-unit dwellings (no Manufactured Homes):
	• Primary Residences and second homes – Underwrite the project to the extent needed to ensure that the Seller can make the required general project warranties of Guide Section 42.2. The streamlined review option is permitted, including Detached Condominium Projects located in Florida
	 Investment Properties – Project must meet the requirements and warranties for an Established, New, or 2- to 4-Unit Condominium Project, as applicable. The streamlined review option is not permitted. The general warranties of Guide Section 42.2 and additional warranties of Guide Section 42.11 must be met as required for Established or New projects



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Topic	Requirements
Other	Live-Work Project
Condominium Projects: – Live-Work	Live-Work Condominium Projects are projects that allow unit owners to use their unit for both residential and business use. A Live-Work condominium unit may be located in a Mixed-use Condominium Project.
Mixed-Use	Based on the project status, underwrite as Established or New as applicable
(Guide Section 42.7)	In addition, the following requirements must be met:
	The Project Documents allow commercial use, and state what commercial use is or is not acceptable
	 The commercial use is consistent with the residential nature of the project and there is minimal, if any, commercial traffic to the unit
	The unit is a 1-unit dwelling designed for residential use with minimal accommodation for commercial use
	- The unit owner occupies the unit as a Primary Residence, and owns and runs the business
	Mixed-Use Project
	A Mixed-use Condominium Project is a project in which there is a combination of residential, commercial, industrial, office, and/or institutional use. Typically, Mixed-use Condominium Projects are located in city centers, and have limited retail/commercial use on the bottom floors and residential units in on the upper floors. The mixed use may be within one building or multiple buildings.
	Based on the project status, underwrite the Project as Established or New as applicable
	In addition, the following requirements must be met:
	 Project is not part of an overall mixed-use project with multiple classes of unit owners and with a commercial entity as the manager over the entire project
	 Project does not include a hotel or similar type of entity, and may not be a project with fragmented or segmented ownership, or a project with fractured interest
	- Any presale and owner-occupancy requirements apply to residential units only
	- The retail or commercial entities are consistent with the residential nature of the Project, are acceptable to the residential market purchasers and do not pose an environmental concern
	- The commercial unit owners must pay all expenses related to the retail or commercial use
	 If there are common entrances or areas that are exclusively for the commercial units or exclusively for the residential units, a majority of the commercial unit owners and a majority of the residential unit owners must both agree to pay the expenses to upgrade or renovate
	- The commercial or retail owners must carry and pay for appropriate commercial insurance
	- Project Documents must:
	 Address the retail and commercial use in the project
	 Describe the relationship between the residential unit owners and the retail or commercial owners, including the voting rights of the two
	 Identify the common elements and amenities that are reserved for the residential unit owners, including parking facilities for the residential unit owners
	 Address how assessments are allocated between the residential and commercial owners
	 The Homeowners Association assessments must be sufficient to maintain an adequate budget and reserves to successfully manage the project. Operating reserves of at least three months of operating expenses are required
	- The project management must not manage a rental program for the residential unit owners



Topic		Requirements	
treamlined eview	Projects eligible for a streamlined review are not required to meet the warranties of Guide Sec 42.11. The Project must be underwritten to the extent necessary to ensure the Seller can make general warranties set forth in Section 42.2, excluding the warranty regarding limitations on ab to sell/right of first refusal in Section 42.2(e). The Mortgage must be originated on a spot loan		
Guide Section 42.4)	basis (not part of multiple		3
	alternative sources of proj Homeowners Associations	Il cases, to review the Project Docume ect information, including, but not limit s, and management companies. Selle sources is accurate and complete.	ted to, information from app
		ablished Condominium Project	
		eed the following LTV/TLTV ratios:	
	Projects Not Located in Florida and Detached Condominium Projects in Florida		
	Occupancy	Maximum LT	V/TLTV
	Cooupanoy	Loan Prospector Accept Risk Class	All Other Mortgages
	Primary Residence	90%	80%
	Second Home	75%	75%
	Investment Property	Not eligible	Not eligible
	Attached Projects Located in Florida		
	Occupancy	Maximum LT	V/TLTV
		Loan Prospector Accept Risk Class	All Other Mortgages
	Primary Residence	75%	75%
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	Second Home	70%	70%

Delivery Requirements: Refer to Guide Section 17.22 for special delivery requirements



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Topic	Requirements
Reciprocal Project	Fannie Mae-Accepted Projects
Reviews: - Fannie Mae- accepted Projects - FHA-Approved Project Review	With the exception of Mortgages secured by units in Condominium Projects that receive Fannie Mae Special Approval designations, Freddie Mac will purchase Mortgages secured by 1-unit residential dwellings in Condominium Projects that Fannie Mae has accepted if the Mortgage meets the following requirements:
	The project complies with all applicable Fannie Mae eligibility requirements and lender warranties
	 Any terms and conditions set forth in the acceptance have not expired, and have not been rescinded or modified in any way
(Guide Section 42.9)	 The Mortgage file contains documentation of Fannie Mae's acceptance (e.g., a copy of the appropriate web page showing that the Project is a Fannie Mae-accepted project or a CPM acceptance certificate)
	The Seller makes the Freddie Mac warranties required for the project type
	The Seller is not aware of any circumstances that would make the project ineligible for Fannie Mae acceptance
	• For Mortgages secured by Condominium Units located in Established Condominium Projects in Florida and approved through CPM:
	- The loan-to-value (LTV)/total LTV (TLTV) is 75% or less for a Primary Residence
	- The LTV/TLTV is 70% or less for a second home
	- The property is not an Investment Property
	 For Mortgages secured by Condominium Units in New and Newly-Converted attached Condominium Projects in Florida, they are only eligible for sale to Freddie Mac if the project is approved through PERS. (Refer to Guide Section 17.22 for special delivery requirements when the Fannie Mae PERS review process is used.)
	FHA-Approved Project Reviews
	Freddie Mac will purchase Mortgages secured by 1-unit residential dwellings in Condominium Projects that appear on the list of project approved by FHA, provided that the Mortgages are: FHA Mortgages, VA Mortgages, Section 502 Guaranteed Rural Housing (GRH) Mortgages, or U.S. Department of Housing and Urban Development (HUD) Guaranteed Section 184 Native American Mortgages.
	When the Seller sells Freddie Mac a Mortgage secured by a unit in a project that is on the FHA web site of approved projects, the Seller warrants all of the following as of the Settlement Date:
	The project is in the "approved" status, any FHA-approval conditions noted on the FHA web site have been met, the approval has not yet expired and has not been rescinded or modified in any way
	The Mortgage file contains documentation of FHA's approved status (for example, a copy of the appropriate web page showing that the project is approved and that the approval is current)
	The Seller is not aware of any circumstances that would make the project ineligible for approval
Projects on Leasehold Estates	A Mortgage secured by a Condominium Unit in a project situated on a leasehold estate is eligible for purchase if the ground lease meets Guide Chapter 41 requirements for leaseholds and the following requirements:
(Guide Section 42.8)	The Homeowners Association must be the lessee under the ground lease
	The Mortgage must be secured by the Borrower's ownership interest in the project, including but not limited to the leasehold interest in the ground lease
	The leasehold estate and the improvements must constitute real property, and must be insured by an acceptable title policy
	The term of the leasehold estate must run for at least five years beyond the maturity date of the Mortgage



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Topic	Requirements
Projects on Leasehold Estates (continued)	Ground lease must: Provide that the mortgagees receive notice of any monetary or non-monetary default by the
(Guide Section 42.8)	Homeowners Association and be given the right to cure any defaults on behalf of the Homeowners Association
	- Provide that the Homeowners Association may assign, transfer, mortgage or sublet its interest in the ground lease an unlimited number of times
	 Provide that the Homeowners Association will pay taxes, and insurance related to the land in addition to those being paid for the improvements. The Homeowners Association must not be in default under any provisions of the lease
	- Provide for the borrower to retain voting rights in the Homeowners Association
	 Not include any default provisions that could result in forfeiture or termination of the lease except for nonpayment of the ground-lease rents
	 Include provisions to protect the mortgagee's interests on the project in the event of a property condemnation or lessor default
Appraisal Requirements	In addition to Guide Chapter 44 appraisal requirements, the following requirements apply to units in Condominium Projects:
(Guide Section 42.8)	 General appraisal requirements: Appraiser must provide the project name, the assessments, and the property rights for each comparable sale, and how it compares to the subject project. The appraiser must identify the common elements, including amenities, and comment on their condition, and how they compare with competing projects
	 Comparable sales must be from condominium projects in the same market, be similar to the subject project and compete for the same purchasers
	Open or controlled markets:
	 For Established Projects, three comparable sales may be used from within the subject project that are resales exposed to the open market, and not under the control of the project developer or property seller of multiple units
	 For properties in controlled markets, at least one comparable sale must be outside the influence of the developer, builder or property seller. Resales from within the subject project that have been exposed to the open market may be used to meet this requirement. Comparable sales from outside the subject Project must also be outside the influence of the subject property's developer, builder or property seller
	Units in Detached Condominium Projects: Comparable sales may be detached 1-unit dwellings not in a Condominium Project that are in the same market and compete for the same purchasers. The appraiser must support the use of 1-unit dwellings as comparable sales and must analyze and report the impact that the condominium restrictions have on marketability and value
Additional Warranties	The Additional Warranties below are required unless the project is (1) eligible for a streamlined review, (2) the unit is located in a Detached Condominium Project and occupied as a primary
(Guide Section 42.11)	 residence or second home or (3) the unit is located in a 2- to 4-unit Condominium Project: Project Control - Control of the homeowners association is transferred, or will be transferred, to unit owners within a reasonable time period



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Topic	Requirements
Additional Warranties (continued) (Guide Section 42.11)	 Mortgagee Consent - Projects documents or applicable State law: Must provide that amendments of a material adverse nature to first-lien mortgages be agreed to by mortgagees that represent at least 51% of the unit votes (one vote for each first-lien mortgage owned). Refer to Guide Section 42.11 for several examples of actions requiring mortgagee consent Must provide for any action to terminate the legal status of the project or to use insurance proceeds for any purpose other than to rebuild, to be agreed to by first-lien mortgagees that represent at least 51% of the unit votes (one vote for each first-lien Mortgage owned) May allow implied approval to be assumed when a mortgagee fails to submit a response to any written proposal for an amendment within 60 days after the mortgagee actually receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, with a "return receipt" requested Rights of Condominium Mortgagees and Guarantors - Project documents must provide the mortgagee and guarantor of the mortgage the right to timely written notice of:
	 Any condemnation or casualty loss affecting a material portion of project, or unit securing the mortgage Any 60-day delinquency in payment of assessments or charges owed by the unit owner A lapse, cancellation or material modification of any insurance policy maintained by the homeowners association Any proposed action requiring the consent of a specified percentage of the mortgages First Mortgagee's Rights Confirmed - There are no provisions in the project documents that give a unit owner or other party priority over any rights of the first mortgagee in the case of payment to the unit owner of proceeds from termination or, insurance proceeds, or condemnation awards for losses to or a taking of units and/or common elements Unpaid Homeowners Association assessments - Any first mortgagee that obtains the title to the unit through remedies in the mortgage or through foreclosure is not liable for more than six
	 months of the unit's unpaid assessments or charges accrued before acquisition of the title Project Configuration - Project is located on one contiguous parcel of land (a public street may run through project). Structures are within a reasonable distance from each other within the project Developer Interest in Project - Developer does not retain any ownership interest in the project except for interest in unsold units after the project has been turned over to the unit owners Commercial Space - Any commercial space within project is compatible with overall residential nature of project, and limited to no more than 20% of total space Project Management - Project is demonstrably well managed, and in good financial and physical condition. Contracts with independent professional management firms must be for a reasonable term and must include equitable provisions for termination (the contract must not require the payment of any penalty or an advance notice more than 90 days). Unit Occupancy - Subject unit is available for immediate occupancy upon closing the mortgage
	Marketing Units in the Condominium Project - Sales program developed for marketing units in the project must recognize and provide procedures for complying with all laws pertaining to the advertising and sale of real estate, the form and content of sales contracts and the method for handling deposits connected with the sale

This document does not replace, amend or substitute the information found in the Single-Family Seller/Servicer Guide, your Master Agreement and/or Master Commitment.