

# FHLMC Streamlined Condo Project Review – (2 - 4 Unit) HOA Certification

Loan Number: \_\_\_\_\_ Borrower(s) Name: \_\_\_\_\_

Property Address: \_\_\_\_\_

Project Name: \_\_\_\_\_

Project Address: \_\_\_\_\_

*This 2-page form must be completed & executed by an authorized signatory of the Homeowners Association.*

**If the answer to any question is “No,” please provide additional information/explanation in the space provided.**

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|---|------------------------------|--|
| 1. The project is not located in the state of Florida?  | <input type="checkbox"/> Yes | <input type="checkbox"/> No                              |
| 2. The project does not consist of manufactured homes?  | <input type="checkbox"/> Yes | <input type="checkbox"/> No                              |
| 3. The project is not an ineligible project (see page 2, “Ineligible Project Types Checklist)?  | <input type="checkbox"/> Yes | <input type="checkbox"/> No                              |
| 4. The condominium project was created and exists in full compliance with the applicable State law, the requirements of the jurisdiction in which the Condominium Project is located, and with all other applicable laws and regulations?   | <input type="checkbox"/> Yes | <input type="checkbox"/> No                              |
| 5. The subject property is not part of a Master Association or master project?  | <input type="checkbox"/> Yes | <input type="checkbox"/> No                              |
| 6. No more than 1 unit is 30 days or more past due on their HOA dues?   | <input type="checkbox"/> Yes | <input type="checkbox"/> No                              |
| 7. The mortgagee is not responsible for more than 6 months of delinquent dues if a unit is acquired thru foreclosure?   | <input type="checkbox"/> Yes | <input type="checkbox"/> No                              |
| 8. All rehabilitation work involved in a condo conversion has been completed in a professional manner?  | <input type="checkbox"/> N/A | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 9. The unit owners are the sole owners of and have the right to the use of the Common Elements including all buildings, roads, parking and Amenities  | <input type="checkbox"/> Yes | <input type="checkbox"/> No                              |
| 10. The developer does not retain any ownership interest in the Common Elements   | <input type="checkbox"/> Yes | <input type="checkbox"/> No                              |
| 11. The common elements are not subject to a lease between the unit owners, the Homeowners Association and any other party  | <input type="checkbox"/> Yes | <input type="checkbox"/> No                              |
| 12. Project does not contain “live/work” units?   | <input type="checkbox"/> Yes | <input type="checkbox"/> No                              |
| 13. There are no age-related deed restrictions?   | <input type="checkbox"/> Yes | <input type="checkbox"/> No                              |
| 14. There is no “Right of Refusal” verbiage in the condo project documents?   | <input type="checkbox"/> Yes | <input type="checkbox"/> No                              |
| 15. There are no pending special assessments?   | <input type="checkbox"/> Yes | <input type="checkbox"/> No                              |
| 16. There is no outstanding litigation?   | <input type="checkbox"/> Yes | <input type="checkbox"/> No                              |
| 17. HOA is named as the insured on the unexpired master insurance policy?   | <input type="checkbox"/> Yes | <input type="checkbox"/> No                              |
| 18. Common elements/limited common elements are insured to 100% of the replacement cost?  | <input type="checkbox"/> Yes | <input type="checkbox"/> No                              |
| 19. The master insurance policy includes “walls-in” coverage?   | <input type="checkbox"/> Yes | <input type="checkbox"/> No                              |
| 20. Insurance deductible does not exceed 5% of the face value of the policy?  | <input type="checkbox"/> Yes | <input type="checkbox"/> No                              |
| 21. If units or common improvements are located in a flood zone, flood insurance is in force that covers at least 100% of the replacement cost or it provides the coverage maximum available per the federal flood program and the deductible doesn’t exceed \$25,000 per building located in the flood zone? | <input type="checkbox"/> N/A | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 22. The HOA maintains general liability insurance for the project with coverage of at least \$1 million for bodily injury & property damage for a single occurrence?  | <input type="checkbox"/> Yes | <input type="checkbox"/> No                              |
| 23. At least 10-days written notice will be given by the insurance carrier before the policy can be canceled or substantially modified for any reason?  | <input type="checkbox"/> Yes | <input type="checkbox"/> No                              |

Additional Information:

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**I HEREBY CERTIFY that the above information is true and correct.**

HOA Representative Name: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_ Phone #: \_\_\_\_\_

HOA Address: \_\_\_\_\_

On behalf of the Board of Directors of the \_\_\_\_\_ HOA,

HOA Representative Signature: \_\_\_\_\_

## Ineligible Project Types Checklist (2-4 Attached Units)

**If any of the items below are checked, please provide additional information/explanation in the space provided.**

✓	Ineligible Project Types
	Projects in which individual units are operated as a commercial hotel or motel
	Projects that include registration services and offer rentals of units on a daily basis
	Projects with names that include the words "hotel" or "motel"
	Projects that restrict the owner's ability to occupy the unit
	Projects with mandatory rental pooling agreements that require unit owners to either rent their units or give a management firm control over the occupancy of the units. <i>(Note: These formal agreements between the developer, homeowners' association, and/or the individual unit owners, obligate the unit owner to rent the property on a seasonal, monthly, weekly, or daily basis. In many cases, the agreements include blackout dates, continuous occupancy limitations, and other such use restrictions. In return, the unit owner receives a share of the revenue generated from the rental of the unit.)</i>
	Projects with non-incident business operations owned or operated by the homeowners' association such as, but not limited to, a restaurant, a spa, a health club, etc.
	Investment securities (i.e., projects that have documents on file with the Securities and Exchange Commission, or projects where unit ownership is characterized or promoted as an investment opportunity)
	Common interest apartments or community apartment projects are projects or buildings that are owned by several owners as tenants-in-common or by a homeowners' association in which individuals have an undivided interest in a residential apartment building and land, and have the right of exclusive occupancy of a specific apartment in the building
	Timeshare or segmented ownership projects
	Houseboat projects
	New projects where the seller is offering sale/financing structures in excess of Fannie Mae's eligibility policies for individual mortgage loans. These excessive structures include, but are not limited to, builder/developer contributions, sales concessions, HOA or principal and interest payment abatements, and/or contributions not disclosed on the HUD-1 Settlement Statement.
	Projects where more than 20% of the total space is used for nonresidential purposes
	Projects where a single entity (the same individual, investor group, partnership, or corporation) owns more than 1 unit in the project
	Multi-dwelling unit condos—projects that permit an owner to hold title (or stock ownership and the accompanying occupancy rights) to more than one dwelling unit, with ownership of all of his or her owned units evidenced by a single deed and financed by a single mortgage
	Condo project that represent a legal, but non-conforming, use of the land, if zoning regulations prohibit rebuilding the improvements to current density in the event of their partial or full destruction
	Any project for which the homeowners' association is named as a party to current litigation or, any project for which the project sponsor or developer is named as a party to current litigation that relates to the project, if the project has not been turned over to the association or corporation.
	Project with fractured interest - Any project comprised of unit owners who own their units and renters who rent or lease from the developer or third party. <i>(Note: This restriction does not apply to a converted project in which the unsold units are rented or leased by tenants under tenant-protections laws, and the developer's successor will sell the units once vacated.)</i>
	Continuing Care Retirement Community (CCRC)
	Any project that has been rejected by FNMA (Fannie Mae)

I HEREBY CERTIFY that the above information is true and correct:

**Additional Information:**

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HOA Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_ Phone: \_\_\_\_\_

HOA Address: \_\_\_\_\_

On behalf of the Board of Directors of the \_\_\_\_\_, HOA

HOA Representative Signature: \_\_\_\_\_