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STATE OF FLORIDA  
FLORIDA HOUSING FINANCE CORPORATION

CASE NO. \_\_\_\_\_

FLORIDA HOUSING  
FINANCE CORPORATION

Village of Valor, LTD,  
a Florida Limited Partnership,

Petitioner,

FHFC CASE NO. 2026-015VW  
Application No. 2024-533C, 2025/280SA  
RFA 2024-205

FLORIDA HOUSING FINANCE  
CORPORATION,

Respondent.

\_\_\_\_\_ /

**PETITION FOR WAIVER OF RULE 67-48.0072(26) F.A.C. (8/27/24)**

Village of Valor, LTD, (the "Petitioner"), by and through its undersigned counsel, hereby petitions Respondent, Florida Housing Finance Corporation ("Florida Housing"), for a waiver of Rule 67-48.0072(26), Florida Administrative Code ("F.A.C.") (August 27, 2024) (the "Rule") so that it may extend the Loan Closing Deadline of March 16, 2026 by another 90 days. The Board previously granted a 90-day extension of the loan closing deadline to Petitioner in response to delays caused by forces beyond Petitioner's control. Though Petitioner has diligently made progress and believes it can close within the current deadline, in an abundance of caution, Petitioner hereby requests a second extension of the loan closing deadline through and including June 15, 2026. In support of this request, Petitioner states as follows:

**1. THE PETITIONER**

The address, telephone, facsimile numbers and e-mail address for Petitioner and its qualified representative are:

Kathy Makino

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Detroit, MI 48214  
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The address, telephone number, facsimile number, and e-mail address of Petitioner's counsel are:

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## **2. DEVELOPMENT BACKGROUND**

The following information pertains to the development (the "Development") underlying  
Petitioner's Application Nos. 2024-533C, 2025-280SA (collectively, the "Application"):

- Development Name: Village of Valor
- Development Address: 2701-2751 Second Ave N, Palm Springs
- County: Palm Beach
- Developer: Turnstone Development Corporation, Development Partners, Inc.;  
Delray Housing Group, Inc.
- Number of Units: 54 newly constructed units
- Type: Mid-Rise (4 Stories)  
  
Set Asides: SAIL and HC: 12 units (22.222%) at or below 30% AMI; 6 units  
(11.111%) at or below 50% AMI; 15 units (27.778%) at or below 60% AMI;  
and 21 units (38.889%) at or below 80% AMI; HOME: 5 units (9.259%) at  
or below 22% AMI
- Demographics: Family

- Funding: \$2,000,000 SAIL; \$776,100 ELI; \$1,380,739 4% HC; \$1,458,500 HOME -ARP loan

a. Petitioner timely submitted Application No. 2025-280SA for the Development on September 12, 2024 in response to RFA 2024-205 (SAIL Financing of Affordable Multifamily Housing Developments to be Used in Conjunction with Tax-Exempt Bond Financing and Non-Competitive Housing Credits) (the “RFA”). Petitioner’s Multifamily Mortgage Revenue Bonds (“MMRB”) from the Housing Finance Authority of Palm Beach County will be loaned to Petitioner, in conjunction with (i) State Apartment Incentive Loan (“SAIL”) program funds; (ii) Extremely Low Income (“ELI”) funds; (iii) and HOME -ARP funds in order to finance the construction, development and operation of the Development.

b. Petitioner received an invitation to enter credit underwriting dated November 18, 2024.

c. On June 16, 2025, Florida Housing issued a firm commitment to Petitioner giving it a loan closing deadline of December 15, 2025 (*i.e.*, 180 calendar days of the Firm Commitment).

d. As permitted by the Rule, Petitioner submitted a letter to Florida Housing on January 9, 2026, requesting a ninety (90) calendar day extension to the loan closing deadline from December 15, 2025, to March 16, 2026 due to unanticipated delays resulting from several factors which delayed the final approval process and required documentation of the lenders for the final closing. The Board approved the Petitioner’s Extension Request at its January 30, 2026, Board meeting.

e. Petitioner is now requesting the Board’s approval for waiver of, or variance from, the Rule to allow Petitioner an additional extension of its closing deadline for an additional 90 calendar day period (which may be automatically extended to the next scheduled Board meeting that is after the 90 calendar day extension) as Petitioner has experienced timing delays outside of

its control in receiving its final approvals by both the underwriters and lenders needed for Petitioner to successfully close on the Loan.

**3. WAIVER IS PERMANENT**

The waiver being sought is permanent in nature.

**4. THE RULE FROM WHICH WAIVER IS REQUESTED**

Petitioner seeks a waiver of Rule 67-48.0072(26), effective August 27, 2024, which provides:

For SAIL and HOME, unless stated otherwise in a competitive solicitation, these Corporation loans and other mortgage loans related to the Development must close by the date of the Board of Directors meeting immediately following 180 Calendar Days of the firm loan commitment(s). Unless an extension is approved by the Board, failure to close the loan(s) by the specified deadline outlined above shall result in the firm loan commitment(s) being deemed void and the funds shall be de-obligated. Applicants may request **one (1) extension of the loan closing deadline outlined above for a term of up to 90 Calendar Days**. All extension requests must be submitted in writing to the program administrator and contain the specific reasons for requesting an extension and shall detail the time frame to close the loan. The Board shall consider the facts and circumstances of each Applicant's request, inclusive of the Applicant's ability to close within the extension term and any credit underwriting report, prior to determining whether to grant the requested extension. The Corporation shall charge an extension fee of one (1) percent of each Corporation loan amount if the Board approves the request to extend the loan closing deadline beyond the applicable period outlined above. If an approved extension is utilized, Applicants must pay the extension fee not later than seven (7) Calendar Days after the Board approves the request to extend the original loan closing deadline. In the event the Corporation loan(s) does not close by the end of the extension period, the firm loan commitment(s) shall be deemed void and the funds shall be de-obligated

*Id.* (emphasis added).

**5. STATUTES IMPLEMENTED BY THE RULE**

The Rule implements Section 420.5087 (State Apartment Incentive Loan Program), Section 420.5089 (HOME Investment Partnership Program; HOME Investment Partnership

Fund), and Section 420.5099 (creating the Housing Credits Program) of the Florida Housing Finance Corporation Act (the “Act”).<sup>1</sup>

## **6. JUSTIFICATION FOR GRANTING WAIVER OF THE RULE**

a. After Petitioner entered the Preliminary Commitment, Petitioner began to work diligently and efficiently to finalize its credit underwriting report and to obtain all the necessary approvals of the various lenders so that the Development’s financing would close in a timely manner. After receiving the Firm Commitment, Petitioner again did not waste any time and continued to diligently work on all the items needed from third parties to close the Loans on or before the original loan closing deadline. For reasons set forth in the Request Letter, due to changes in the overall ownership structure required by the lender and cost increases from the original contract date which required the Petitioner to rebid the project and secure a new General Contractor to construct the Development and to obtain such approvals, the loan closing deadline was extended to March 16, 2026.

b. At this time, Petitioner is working to obtain all its final lender approvals of the Ownership Structure and General Contractor needed to close on the Loans. Petitioner is diligently and efficiently working with all the funding sources for Petitioner to timely close on the Loans on or before the March 16, 2026, closing deadline.

c. Petitioner recently met with Merchants Capital (its lender and equity investor) to work through the remaining items needed by the Lender to finalize the General Contractor Approval process. Petitioner still expects to close on the Loan financing on or before the March 16, 2026, closing deadline. However, in an abundance of caution, Petitioner is requesting this waiver should there be any unforeseen delay to occur while obtaining the final required approvals.

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<sup>1</sup> The Act is set forth in Sections 420.50 through 420.55 of the Florida Statutes.

d. Petitioner respectfully requests waiver of the Rule to extend its loan closing deadline as this request was not necessitated through any fault of Petitioner. If Petitioner is not granted a waiver of the Rule, Petitioner will suffer substantial hardship as such denial to extend the loan closing date would otherwise cause the deal to fail by voiding Florida Housing's commitment to fund the Loan, when Petitioner's only outstanding item needed for the parties to close on the Loans is the final underwriting and approval of the General Contractor. Therefore, by granting the requested waiver, Florida Housing will prevent Petitioner from suffering substantial hardship that may occur should the additional extension not be granted.

e. Petitioner believes that a waiver of this Rule will serve the purposes of Section 420.5089, Fla. Stat. and the Act that are implemented by Chapter 67-48 F.A.C., as one of the goals is for the proceeds of Florida Housing financing to be used to facilitate the availability of decent, safe and sanitary housing in the State of Florida to low-income persons and households. The Act was passed to create inducements and opportunities for private and public investment in rental housing to increase the supply of affordable housing for low-income persons and households. By granting this Petition, Florida Housing would recognize the goal of increasing the supply of affordable housing units via the construction of new developments throughout Florida

f. In this instance, Petitioner meets the standards for a waiver of the Rule. The requested waiver will not adversely affect Petitioner, the Development, any other party that applied to receive funding in the RFA or Florida Housing and will ensure that 54 affordable units will be made available for individuals and families in Palm Beach County, Florida.

g. Under Section 120.542(1), *Fla. Stat.*, and Chapter 28-104, F.A.C., Florida Housing has the authority to grant waivers to its rule requirements when strict application of the rules would lead to unreasonable, unfair and unintended consequences, in particular instances. Waivers shall

be granted when the person who is subject to the rule demonstrates that the application of the rule would: (1) create a substantial hardship or, violate principles of fairness,<sup>2</sup> and (2) the purpose of the underlying statute has been or will be achieved by other means by the person. *See* § 120.542(2), Fla. Stat.

h. For the foregoing reasons, Petitioner meets the standards for a waiver of the Rule.

i. Should Florida Housing require additional information, Petitioner is available to answer questions and to provide all information necessary for consideration of this Petition.

## **7. ACTION REQUESTED**

For the reasons set forth herein, Petitioner respectfully requests Florida Housing: (i) grant the requested waiver to extend the loan closing deadline an additional 90 days (*i.e.*, through and including June 15, 2026); (ii) grant this Petition and all of the relief requested herein; and (iii) grant such further relief as it may deem appropriate.

Respectfully submitted,

STEARNS WEAVER MILLER WEISSLER  
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*Counsel for Petitioner*

By: /s/ Brian J. McDonough  
BRIAN J. MCDONOUGH, ESQ.

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<sup>2</sup> “Substantial hardship” means a demonstrated economic, technological, legal, or other type of hardship to the person requesting the variance or waiver. For purposes of this section, “principles of fairness” are violated when the literal application of a rule affects a particular person in a manner significantly different from the way it affects other similarly situated persons who are subject to the rule. *See* § 120.542(2), Fla. Stat.

**CERTIFICATE OF SERVICE**

This Petition is being served by electronic transmission for filing with the Clerk for the Florida Housing Finance Corporation, CorporationClerk@FloridaHousing.org, with a copy served by U.S. Mail on the Joint Administrative Procedures Committee, 680 Pepper Building, 111 W. Madison Street, Tallahassee, Florida 32399-1400, this 25th day of February, 2026.

By: /s/ Brian J. McDonough  
Brian J. McDonough, Esq.