

STATE OF FLORIDA
FLORIDA HOUSING FINANCE CORPORATION

In re: POAH CM Redevelopment, LLC FHFC Case No.: 2026-026VW

**ORDER GRANTING WAIVER OF
RULES 67-48.0072(12) AND RULE 67-21.026(10), F.A.C. (2024)**

THIS CAUSE came for consideration and final action before the Board of Directors of the Florida Housing Finance Corporation (the “Board”) on May 1, 2026. On April 8, 2026, Florida Housing Finance Corporation (“Florida Housing”) received a Petition for Waiver of Rule 67-48.0072(12) and Rule 67-21.026(10) F.A.C. (2024) to allow removal of solar panel installation from the Guaranteed Maximum Price contract with the General Contractor (the “Petition”) from POAH CM Redevelopment, LLC (the “Petitioner”). The Petition seeks a waiver of the referenced rules to allow Petitioner to enter into a separate contract with a Florida licensed contractor for solar panel installation. Notice of the Petition was published on April 9, 2026, in Volume 52, Number 69, of the Florida Administrative Register. Florida Housing received no comments regarding the Petition. After careful review of the record, the Board hereby finds:

1. The Board has jurisdiction over the subject matter of this case and the parties hereto.

FILED WITH THE CLERK OF THE FLORIDA
HOUSING FINANCE CORPORATION

Ann: Blamory DATE: 5/4/2026

2. Petitioner successfully applied for funding to assist in the construction of Harvest Point Phase I, a 132-unit development located in Miami-Dade County, Florida (the “Development”).

3. Rule 67-48.0072(12), F.A.C. (2024), states:

(12) For Competitive HC, SAIL, and HOME, the Corporation’s assigned Credit Underwriter shall require a guaranteed maximum price construction contract, which may include change orders for changes in cost or changes in the scope of work, or both, if all parties agree, and shall order, at the Applicant’s sole expense, and review a pre-construction analysis for all new construction units and a CNA for rehabilitation units and review the Development’s costs.

Rule 67-21.026(10), F.A.C. (2024) states:

(10) The Corporation’s assigned Credit Underwriter shall require a guaranteed maximum price construction contract, acceptable to the Corporation, which may include change orders for changes in cost or changes in the scope of work, or both, if all parties agree, and shall order, at the Applicant’s sole expense, and review a pre-construction analysis for all new construction units or a CNA for rehabilitation units and review the Development’s costs.

4. Petitioner seeks a waiver of the referenced Rules in order to enter into a separate contract for the installation of solar panels by a Florida licensed contractor to connect to the Development’s electrical system. Petitioner states that the solar panels cannot be installed and connected until the electrical infrastructure is completed by the general contractor (“GC”) and the building has received at least a temporary Certificate of Occupancy. Allowing a

separate contract for the solar panels installation would allow the units to be placed in service sooner without being delayed while the GC completes all phases of work and obtains certificates of substantial completion and lien releases. The solar panels can be installed as the Development is being leased up. Petitioner further states that the solar panel connection process may be subject to utility interconnection approval outside of Petitioner's control.

5. The Board finds that granting the requested waiver will not adversely impact other participants in funding programs administered by Florida Housing, nor will it detrimentally affect Florida Housing.

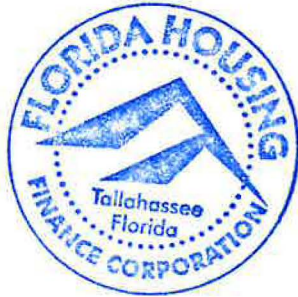
6. The Board also finds that Petitioner has demonstrated that strict application of the Rules would impose a substantial hardship if the waiver is not granted.

7. The Board further finds that Petitioner has also demonstrated that the purpose of the underlying statute, which is to "encourage development of low-income housing in the state," would still be achieved if the waiver is granted §420.5099, F.S.

IT IS THEREFORE ORDERED that Petitioner's request for waiver of Rules 67-48.0072(12) and 67-21.026(10), F.A.C. (2024), is hereby **GRANTED**, thereby allowing Petitioner to enter into a separate solar panel

installation contract with a Florida licensed contractor outside of the
Guaranteed Maximum Price contract with the General Contractor.

DONE and ORDERED this 1st day of May, 2026.



Florida Housing Finance Corporation

By: _____

Chairperson

Copies furnished to:

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Joint Administrative Procedures Committee

Attention: Ms. Yvonne Wood

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NOTICE OF RIGHT TO ADMINISTRATIVE REVIEW

A PARTY WHO IS ADVERSELY AFFECTED BY THIS ORDER IS ENTITLED TO ADMINISTRATIVE REVIEW PURSUANT TO SECTIONS 120.542(8), 120.569, AND 120.57, FLORIDA STATUTES. SUCH PROCEEDINGS ARE COMMENCED PURSUANT TO CHAPTER 67-52, FLORIDA ADMINISTRATIVE CODE, BY FILING AN ORIGINAL AND ONE (1) COPY OF A PETITION WITH THE AGENCY CLERK OF THE FLORIDA HOUSING FINANCE CORPORATION, 227 NORTH BRONOUGH STREET, SUITE 5000, TALLAHASSEE, FLORIDA 32301-1329.