

**STATE OF FLORIDA
FLORIDA HOUSING FINANCE CORPORATION**

**FHFC CASE NO.: 2026-030VW
APPLICATION NO.: 2023-176CSN**

NOTRE MAISON I, LLLP

Petitioner

vs.

FLORIDA HOUSING FINANCE
CORPORATION,

Respondent.

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FLORIDA HOUSING
FINANCE CORPORATION

**PETITION FOR VARIANCE FROM FLORIDA ADMINISTRATIVE CODE RULE 67-
48.002(96) (July 6, 2022) AND THE 2022 QAP**

Petitioner, Notre Maison I, LLLP (“Petitioner”), pursuant to section 120.542, Florida Statutes, and chapter 28-104, Florida Administrative Code, petitions Florida Housing Finance Corporation (the “Corporation”) for a waiver of the timing provisions of the 2022 Qualified Allocation Plan (“2022 QAP”) as incorporated and adopted Rule 67-48.002(96) (July 6, 2022), Florida Administrative Code (the “Rule”) such that Petitioner may return its 2023 Housing Credit Allocation now as opposed to waiting until after the end of the second calendar quarter of 2026. Due to forces outside of Petitioner's control, Petitioner believes it will be unable to meet its “Placed-In-Service” deadline as required by the Carryover Allocation Agreement (as defined below). In support of this Petition, Petitioner states:

A. THE PETITIONER AND THE DEVELOPMENT

1. The address, telephone number and email address of the Petitioner are:

Notre Maison I, LLLP
1398 SW 1st Street, 12th Floor
Miami, Florida 33135
Attention: Stephanie Berman
Phone: (305) 371-8300
Email: sberman@carrfour.org

2. The address and telephone number of Petitioner's counsel are:

Nicholas W. Heckman, Esq.
Nelson Mullins Riley & Scarborough, LLP
390 N. Orange Ave., Suite 1400
Orlando, Florida 32801
Telephone: (407) 669-4241
Email: nick.heckman@nelsonmullins.com

3. Petitioner submitted Application No. 2023-176CSN (the "Application") in response to Request for Applications No. 2023-103, Housing Credit and SAIL Financing for Homeless Housing Developments located in Medium and Large Counties (the "RFA"), for competitive housing credits to assist in the construction of a 75-unit development located in Miami-Dade County, Florida, to be known as Notre Maison (the "Development") to serve Homeless individuals and families.¹

¹ The following information regarding the Development is provided to facilitate staff's preparation of background material for the Corporation's Board of Directors (the "Board"):

- Development Name: Notre Maison
- Developer: Carrfour Supportive Housing, Inc.
- County of Development: Miami-Dade County
- Number of Units: 75
- Type: Mid-Rise, 5-6 Stories
- Set Asides: 15% of residential units at 28% of area median income and 85% of residential units at 60% of area median income
- Demographics: Homeless

4. Pursuant to the RFA, Petitioner timely submitted its Application on January 26, 2023, and was awarded 9% annual tax credits not to exceed \$2,850,000 (“Housing Credits”).

5. The Application was assigned number 2023-176CSN. Petitioner was invited to enter credit underwriting and Petitioner subsequently accepted its invitation thereafter. On October 9, 2023, Petitioner entered that certain 2023 Carryover Allocation Agreement with the Corporation for the allocation of tax credits (the “Carryover Agreement”).

6. Pursuant to 26 U.S.C. 42(h)(1)(E)(i), the Development is required to be placed in service no later than the close of the second calendar year following the calendar year in which the allocation is made. Pursuant to 26 U.S.C. 42(h)(1)(E)(ii), and the Carryover Agreement, Petitioner's deadline to meet its placed in service date was December 31, 2025.

7. On February 3, 2025, the Corporation granted Petitioner’s request to extend the credit underwriting report; the notice of commencement; and the limited partnership agreement deadlines to July 31, 2025. Moreover, the Corporation extended the Petitioner’s placed in service deadline to December 31, 2026 (“PIS Deadline”) pursuant to IRS Rev. Proc. 2014-49 due to Hurricane Milton (the “First Request”).

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- Funding Amounts: \$3,733,300 in State Apartment Incentive Loan (“SAIL”) Program funds; \$466,700 in Extremely Low Income (“ELI”) Program funds; \$2,625,000 in National Housing Trust Fund (“NHTF”) program funds; and \$2,850,000 in Competitive Housing Credits.

8. On August 18, 2025, the Corporation granted Petitioner’s request to extend the credit underwriting report; the notice of commencement; and the limited partnership agreement deadlines due to unexpected delays in receiving necessary permits needed to develop the Development (the “Second Request”).

9. On May 5, 2026, the Corporation granted Petitioner’s request to extend the deadlines for Petitioner’s credit underwriting report, the notice of commencement, and the limited partnership agreement to September 30, 2026 (the “Third Request”). Nevertheless, the Second and Third Extensions did not affect the December 31, 2026 PIS Deadline. As explained more fully below, there is uncertainty as to whether the Development will meet its PIS Deadline, and as such Petitioner is requesting an exchange of Housing Credits to effectuate an extension of such PIS Deadline.

B. THE RULE FROM WHICH WAIVER IS SOUGHT

10. Petitioner requests a waiver of Rule 67-48.002(96) (2022), which provides in pertinent part the following:

“QAP” or “Qualified Allocation Plan” means, with respect to the HC Program, the 2022 Qualified Allocation Plan which is adopted and incorporated herein by reference, effective upon approval by the Governor of the State of Florida, pursuant to Section 42(m)(1)(B) of the IRC and sets forth the selection criteria and the preferences of the Corporation for Developments which will receive Housing Credits. The QAP is available on the Corporation’s website under the Multifamily Programs link or by contacting the Housing Credit Program at 227 North Bronough Street, Suite 5000, Tallahassee, Florida 32301-1329, or from <http://www.flrules.org/Gateway/reference.asp?No=Ref-14429>.

11. Subsection II.J. of the 2022 QAP (incorporated by Rule 67-48.002(96) (2022)) provides in pertinent part the following:

...where a Development has not been placed in service by the date required pursuant to Section 42 of the IRC, or it is apparent that a Development will not be placed in service by the date required pursuant to Section 42 of the IRC, and the Applicant has returned its Housing Credit Allocation after the end of the second calendar quarter of the year in which it was otherwise required to be placed in service pursuant to Section 42 of the IRC, the Corporation will reserve allocation in an amount not to exceed the amount of Housing Credits returned, and will issue a Carryover Allocation Agreement allocating such Housing Credits to the Applicant for either the current year or the year after the year in which the Development was otherwise required to be placed in service pursuant to Section 42 of the IRC, provided the following conditions have been met:

- (i) The sponsor must have provided written notice to the Corporation, describing the circumstances, all remedial measures attempted by the Applicant to mitigate the delay, and any other pertinent information, prior to returning the allocation; and
- (ii) A site inspection reflecting the percentage of Development completion must be completed. If the Development is at least fifty (50) percent completed, as reflected in the site inspection, the approval may be made by Corporation staff. If the Development is less than fifty (50) percent completed, as reflected in the site inspection, the approval must be made by the Board. In making such determination, the Board must find and determine that the delay was caused by circumstances beyond the Applicant's control, and that the sponsor exercised due diligence in seeking to resolve the circumstances causing delay; and
- (iii) The Corporation or Board, as applicable, must find that the Development in all respects, except time placed in service, still meets the conditions upon which the Housing Credits were originally allocated, and that the Development is still desirable in terms of meeting affordable housing needs.

A Development located in a HUD-designated DDA or QCT at the time of original allocation may retain its designation as such.”

C. STATUTES IMPLEMENTED BY THE RULE AND THE 2022 QAP

12. The Rule implements Section 420.5087, Fla. Stat. (SAIL Program), Section 420.9089, Fla. Stat. (NHTF Program), and Section 420.5099, Fla. Stat. (creating the

Housing Credits Program) of the Florida Housing Finance Corporation Act (the "Act").² The Act designates Florida Housing as the State of Florida's housing credit agency within the meaning of Section 42(h)(8)(A) of the Internal Revenue Code of 1986, as amended. As the designated agency, the Corporation is responsible for and is authorized to establish procedures for the allocation and distribution of low-income housing tax credits ("Allocation Procedures"). See § 420.5099(1) and (2), Fla. Stat. Accordingly, the Rule implements, among other sections of the Act, the statutory authorization for Florida Housing's establishment of Allocation Procedures for the Housing Cred Program. *Id.*

D. WAIVER WILL SERVE THE UNDERLYING PURPOSE OF THE STATUTE

13. Under Section 120.542(1), Florida Statutes, the Corporation has the authority to grant waivers to or variances from its requirements when strict application of the requirements would lead to unreasonable, unfair, and unintended consequences in particular instances. Specifically, section 120.542(2) states:

“Variances and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person and when application of a rule would create a substantial hardship or would violate principles of fairness. For purposes of this section, "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.”

14. Since being preliminarily selected for funding and invited to credit underwriting, the Development has suffered unforeseen delays and hardships that were

² The Act is set forth in Sections 420.50 through 420.55 of the Florida Statutes.

outside of Petitioner's control that make it clear that the Development will not be able to meet its PIS Deadline. These challenges are summarized as follows:

- (a) After the Development was preliminary selected and invited to credit underwriting, the Development and the industry as a whole saw dramatic cost increases to construction supplies and materials, such as lumber, which were not originally anticipated in the development's cost pro forma, forced the Petitioner into value engineering. Such cost increases forced the Petitioner to countlessly revise its construction budget to adjust for such unprecedented increases in construction prices, which in turn led to significant delays in Petitioner receiving its required local government approvals, bidding out the project and entering into its third-party contracts, and finalizing its credit underwriting. Such cost increases together with the occurrence of Hurricane Milton³ (which caused general delays in receiving permits and other local government approvals) had a cascading impact on both the Development's overall schedule and its budget. Nevertheless, Petitioner worked diligently to identify and find ways to reduce the overall construction costs to ensure the financial feasibility of the Development, secure its third-party contracts and obtain necessary approvals.
- (b) As initially set forth in the Second Request, Petitioner experienced significant delays to the Development's timeline when trying to obtain its civil plans due to the occurrence of an unforeseen issue outside of the Petitioners control.

³ FEMA issued a Major Disaster Declaration on October 11, 2024 (FEMA DR-4834-FL)

Shortly after the Petitioner submitted its civil plans to the local government's water and sewer department ("WASD"), it informed Petitioner that it would have to construct all of the sewer infrastructure upgrades for the entire area surrounding the Development, despite that the Development would only generate approximately 2.2% of the total anticipated sewer gallons in the areas respective basin since the Development would be completed before the other respective third-party projects in the area. The need for such infrastructure upgrades for the area was mainly due to the other third-party projects that were anticipated to start construction after the Development. These other projects were anticipated to create additional sewer gallons to the areas basin that far exceeded the Petitioners usage. Although the Development was anticipated to only make up a nominal proportion of the total increase to the sewer infrastructure basin, WASD determined that since Petitioner would complete the Development before the other third parties, it would have to agree to construct the necessary infrastructure upgrades for Petitioner to receive its permits. The proposed upgrades to the sewer infrastructure basin for the area consisted of 1,655ft of sewer lines, which would have increased the cost of the Development by approximately \$1,000,000. This unexpected cost increase (in addition to those provided above in subparagraph (a) above) would have materially affected the financial feasibility of the Development. Moreover, the Petitioner could not move forward and receive its civil permits until it agreed to construct such infrastructure upgrades in their agreement with WASD.

Shortly after this determination, Petitioner immediately began discussions with the local government and WASD in order seek a solution to the issue or an alternative in order to quickly receive its permits as without such permits or alternative the Development's financial feasibility would be in jeopardy. However, due to no fault of any party, these negotiations and discussions took a long time as several parties were involved; which unfortunately, severally delayed the Petitioner's timeline as the Petitioner could not receive its required permits until such issue was resolved. During this time, Petitioner, together with the local government and WASD, met several times, held many conference calls and worked diligently and tirelessly together to find a solution to the issue. Eventually, the parties reached an agreement, and the Petitioner was able to receive its permits paving the way for the Petitioner to successfully complete its credit underwriting and eventual move toward closing of the Development's equity and construction/permanent financing. Nevertheless, as Petitioner began working with its tax credit investor and construction/permanent financing lenders to close on the Development's financing it became apparent that the Development would neither be placed in service in time for the PIS Deadline nor would be 50% complete with the construction at the time of this request to exchange credits due to the delays set forth in the subparagraph (b).

15. Despite these delays outlined above, which were caused outside of the Petitioner's control, Petitioner worked diligently to complete all pre-development

activities quickly and successfully completed its credit underwriting report on January 19, 2026. Moreover, as stated above, Petitioner is working diligently to close on its equity and construction/permanent financing and to commence construction as soon as possible. Petitioner anticipates closing on its equity and construction/permanent financing sometime this summer 2026, and ultimately completing construction of the Development on or around September 30, 2027.

16. With the above delays, it is evident that Petitioner will neither meet the PIS Deadline nor be at least 50% complete with construction. This request was not necessitated through any fault of Petitioner, but rather Petitioner exercising due diligence in attempting to move the Development toward closing, construction and completion. As such, the Petitioner respectfully requests a waiver of the Rule and the 2022 QAP to permit the Corporation to approve the Housing Credit exchange now as opposed to waiting until after the end of the second calendar quarter of 2026. With a Housing Credit exchange, Petitioner is confident that it will be able to meet all other remaining carryover deadlines and its PIS Deadline (as extended due to the credit exchange).

17. Under section 120.542(1), Florida Statutes, and chapter 28-104, Florida Administrative Code, the Corporation 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, and (2) the purpose of the

underlying statute has been or will be achieved by other means by the person. § 120.542(2), Fla. Stat.

18. In this instance, Petitioner meets the standards for a waiver of the Rule and timing limitations in the 2022 QAP. If the Petition is denied, the Petitioner will suffer a substantial hardship as it will lose its allocated Housing Credits, which would in turn cause the Petitioner to abandon the Development. Moreover, such denial would violate the principles of fairness, as such delays to the Development's timeline were caused by issues outside of the Petitioner's control, and when such events occurred, Petitioner quickly worked resolve the issue in order to move the Development into the final stages of the Development's financial closing. The requested waiver will not adversely impact the Development and if approved the Corporation will ensure that 75 much needed affordable housing units will be made available for a very vulnerable segment of the population in Miami-Dade, Florida.

19. The Development will assist the Corporation with fulfilling its statutory mandate to provide safe, sanitary, and affordable housing to the citizens of Florida. See § 420.502(2), Fla. Stat. The requested waiver further serves the purpose of the statute because one of the primary goals of the statute is to facilitate the availability of decent, safe, and sanitary housing in the State of Florida for low-income households. *Id.* By granting this waiver, the Corporation would recognize the goal of increasing the supply of affordable housing for homeless individuals and families and recognizing the economic realities and principles of fundamental fairness in developing affordable rental housing. See § 420.5099(2), Fla. Stat.

E. TYPE OF WAIVER

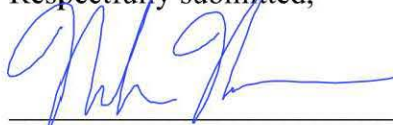
20. The waiver or variance being sought is permanent in nature.

F. ACTION REQUESTED

21. For the reasons set forth herein, Petitioner respectfully requests the Corporation (i) grant the requested waiver of the provisions in the 2022 QAP (incorporated by the Rule) prohibiting Petitioner from returning its Housing Credit allocation prior to the start of the third quarter of 2026; (ii) allow the immediate return of the Petitioner's 2023 Housing Credit allocation; (iii) immediately allocate new Housing Credits to Petitioner, with a later placed in service date, in an amount equal to the amount of its 2023 Housing Credit allocation; (iv) grant the Petition and all the relief requested herein; and (v) grant such further relief as it may deem appropriate.

Respectfully submitted on the 28th day of May, 2026.

Respectfully submitted,



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COUNSEL FOR PETITIONER

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that the foregoing Petition was filed by electronic delivery to:

Florida Housing Finance Corporation,
Attn: Corporation Clerk
227 North Bronough Street, Suite 5000
Tallahassee, Florida 32301
CorporationClerk@floridahousing.org,

Joint Administrative Procedures Committee
680 Pepper Building
111 W. Madison Street
Tallahassee, Florida 32399
Joint.admin.procedures@leg.state.fl.us

The 28th day of May, 2026.

By: 

Nicholas W. Heckman, Esq.
Fla. Bar No. 0127356