

**STATE OF FLORIDA
FLORIDA HOUSING FINANCE CORPORATION**

RECEIVED

JUN 01 2026 1:18 PM

SUMMIT VILLAS SENIOR, LLLP,
a Florida limited liability limited partnership,

Petitioner,

CASE NO. 2026-031VW

vs.

Application No. 2025-271BSA

FLORIDA HOUSING FINANCE
CORPORATION,

RFA 2024-205

Respondent.

_____ /

**PETITION FOR WAIVER OF RULES
67-48.0072(4)(c) and 67-48.0072(21)(b), F.A.C. (08/27/2024)**

The petitioner, Summit Villas Senior, LLLP, a Florida limited liability limited partnership (the “Petitioner”), hereby petitions the Florida Housing Finance Corporation (the “Corporation”) for a waiver of Rules 67-48.0072(4)(c) and 67-48.0072(21)(b) of the Florida Administrative Code (effective August 27, 2024) pertaining to the required date by when an applicant must receive a firm loan commitment (collectively, the “Subordinate Loan Deadline Rules”). Accordingly, pursuant to Section 120.542 of the Florida Statutes (2024) and Rules 28-104.001 through 28-104.006 of the Florida Administrative Code (2024), the Petitioner hereby requests a waiver of the Subordinate Loan Deadline Rules to allow for an extension of the required date by when the Petitioner must receive a firm loan commitment in connection with the Petitioner’s Subordinate Loans (as defined hereinafter), from the current date of May 18, 2026 (the “Current Loan Commitment Receipt Deadline”) to a new date of December 31, 2026.

In support of this Petition, the Petitioner states the following:

A. THE PETITIONER

1. The name, mailing address, telephone number and email address for the Petitioner and its qualified representative are:

Summit Villas Senior, LLLP
Attention: Darren Smith
1100 NW 4th Avenue
Delray Beach, Florida 33444
Telephone: (561) 859-8520
E-mail: dsmith@smithhenzy.com

2. For purposes of this Petition, the name, mailing address, telephone number and email address of the Petitioner's attorney are:

Bilzin Sumberg Baena Price & Axelrod LLP
Attention: Terry M. Lovell, Esquire
1450 Brickell Avenue, 23rd Floor
Miami, Florida 33131
Telephone: (305) 350-2428
E-mail: tlovell@bilzin.com

B. THE DEVELOPMENT

3. The Petitioner timely submitted its Application No. 2025-271BSA (the "Application") on September 12, 2024, in response to the Corporation's 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) issued on August 20, 2024 (the "RFA"), for the development named "Summit Villas" (the "Development").

4. The Application was submitted by the Petitioner for (i) non-competitive Housing Credits under the Corporation's Housing Credit Program (the "Housing Credits"), (ii) Multifamily Mortgage Revenue Bonds (MMRB), (iii) loan funding under the State Apartment Incentive Loan Program (SAIL), and (iv) HOME-ARP loan funding.

5. Equity raised from the Housing Credits will be used for the development, construction and operation of the Development. Additionally, loan proceeds generated from the Petitioner's Subordinate Loans will be used for the development, construction and operation of the Development.

6. The following information pertains to the Development:

- Development Name: Summit Villas
- Development Location: Brooksville, Hernando County, State of Florida
- Type of Construction: New Construction
- Number of Total Units: 80

- Number of Residential Buildings: 1
- Development Type: Mid-Rise (4 Stories)
- Demographics: Senior
- Set-Asides: 100% of total SAIL and HC units set-aside (8 units at or below 40% AMI and 72 units at or below 60% AMI); ELI Set-Aside Commitment of 10% (8 units at 40% AMI or less); MMRB set-asides (32 units at or below 60% AMI); HOME-ARP set-asides (3 units at or below 22% AMI)
- Funding: Non-Competitive (4%) Housing Credits at an annual amount of \$1,367,931; SAIL financing of \$7,600,000; ELI financing of \$547,200; HOME-ARP financing of \$779,100; and Corporation-issued MMRB of \$15,000,000

7. The Application was preliminarily selected for funding by the Corporation, the Petitioner was invited by the Corporation to enter into credit underwriting on November 18, 2024.

8. Under the Subordinate Loan Deadline Rules, an applicant (who is the Petitioner) must receive a firm loan commitment for the Petitioner's Subordinate Loans within twelve (12) months after the Applicant is invited to enter into credit underwriting. Further, under the Subordinate Loan Deadline Rules, the applicant may request one (1) extension, not to exceed six (6) months, to the required deadline to receive a firm loan commitment for the Petitioner's Subordinate Loans.

9. As previously noted, the Petitioner was issued the invitation to credit underwriting on November 18, 2024. As such, the twelve (12) month deadline for the Petitioner to receive a firm loan commitment for the Petitioner's Subordinate Loans expired on November 18, 2025.

10. The Petitioner requested, and the Corporation granted, a six (6) month extension on December 12, 2025 (the "First Extension") such that the deadline for the Petitioner to receive a firm loan commitment for the Petitioner's Subordinate Loans was extended to May 18, 2026.

11. A further extension of the deadline for the Petitioner to receive a firm loan commitment for the Petitioner's Subordinate Loans cannot be granted by the Corporation without a waiver of the Subordinate Loan Deadline Rules.

12. As outlined below, the Petitioner will not be able to receive a firm loan commitment for the Petitioner's Subordinate Loans by the Current Loan Commitment Receipt Deadline; and therefore, the Petitioner is requesting an extension of the required date by when the Petitioner must

receive a firm loan commitment in connection with the Petitioner's Subordinate Loans from the Current Loan Commitment Receipt Deadline to a new deadline of December 31, 2026.

13. The requested waiver and relief set forth in this Petition will not adversely affect the Development, the Corporation, or any other applicant or third party. The Petitioner's Subordinate Loans have been allocated and are not subject to reallocation during the requested extension period. However, a denial of this Petition: (i) would result in substantial hardship to the Petitioner,¹ including substantial economic hardship because the Petitioner has invested significant funds in the Development, including but not limited to site acquisition deposits, architectural and engineering fees, environmental assessments, legal fees, and rezoning application costs, all of which are at risk; (ii) would deprive Hernando County of desperately needed affordable housing units, particularly housing for seniors; (iii) would prevent or hinder the implementation of the Corporation's Housing Credit Program, MMRB, SAIL, ELI, and HOME-ARP programs; and (iv) would violate principles of fairness.²

C. RULES FROM WHICH WAIVER IS REQUESTED

14. The Petitioner hereby requests a waiver from the Subordinate Loan Deadline Rules.

15. Rule 67-48.0072(4)(c) of the Florida Administrative Code (effective August 27, 2024) provides for the following:

For SAIL and HOME, the credit underwriting process must be completed within the time frame outlined in subsection 67-48.0072(21), F.A.C., below and the loan must close within the time frame outlined in subsection 67-48.0072(26), F.A.C., below.

16. Rule 67-48.0072(21)(b) of the Florida Administrative Code (effective August 27, 2024) provides, in relevant part, for the following:

Information required by the Credit Underwriter shall be provided as follows: [. . .] For SAIL and HOME, unless stated otherwise in a competitive solicitation, the firm loan commitment must be issued by the date of the Board of Directors meeting immediately following twelve (12) months after the Applicant is invited to enter credit underwriting. Unless an extension is approved by the Board, failure to achieve issuance of a firm loan commitment by the specified deadline shall result in withdrawal of the preliminary commitment. Applicants may request one (1) extension of up to six (6) months to secure a firm loan commitment. All extension requests must be submitted in writing to the program administrator and contain the specific reasons for requesting the extension and shall detail the time frame to achieve a firm

¹ "Substantial hardship" means a demonstrated economic, technological, legal or other type of hardship to the person requesting the variance or waiver. See Section 120.542(2) of the Florida Statutes (2024).

² "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 Section 120.542(2) of the Florida Statutes (2024).

loan commitment. In determining whether to grant an extension, the Board shall consider the facts and circumstances of the Applicant's request, inclusive of the responsiveness of the Development team and its ability to deliver the Development timely. The Corporation shall charge a non-refundable extension fee of one (1) percent of each loan amount if the request to extend the credit underwriting and firm loan commitment process beyond the initial deadline is approved. If an approved extension is utilized, Applicants must pay the extension fee not later than seven (7) Calendar Days after the Board approves the extension of the original deadline. If, by the end of the extension period, the Applicant has not received a firm loan commitment, then the preliminary commitment shall be withdrawn.

D. STATUTES IMPLEMENTED BY THE RULES

17. The Subordinate Loan Deadline Rules are implementing the Florida Housing Finance Corporations Act (the "Act"),³ the statute that designates the Corporation as the administrator of the State Apartment Incentive Loan Program (SAIL) for the purpose of providing loans to sponsors (including the Petitioner) to provide affordable housing to low-income persons. Accordingly, the Corporation is responsible for, and is authorized to establish and implement, the procedures for the State Apartment Incentive Loan Program (SAIL); and therefore, the Subordinate Loan Deadline Rules effectuate, among other sections of the Act, the statutory power and authority for the Corporation's establishment and implementation of the State Apartment Incentive Loan Program (SAIL).

E. JUSTIFICATION FOR GRANTING THE REQUESTED WAIVER

18. Under Section 120.542(1) of the Florida Statutes (2024) and Chapter 28-104 of the Florida Administrative Code (2024), the Corporation has the power and authority to grant waivers to its rule requirements when strict application of such rules or requirements would lead to unreasonable, unfair and unintended consequences in particular instances. Pursuant to Section 120.542(2) of the Florida Statutes (2024), a waiver shall be granted when: (i) the person subjected to the rule demonstrates that application of the rule would either create a substantial hardship or violate principles of fairness; and (ii) the purpose of the underlying statute has been, or otherwise will be, achieved by the person through other means.

19. The Petitioner timely submitted the Application on September 12, 2024, in response to the RFA. The Petitioner was invited by the Corporation to enter into credit underwriting on November 18, 2024, and the Petitioner accepted the invitation. In turn, the Petitioner received a preliminary loan commitment, in accordance with the Act, for a SAIL loan

³ The Florida Housing Finance Corporation Act is set forth in Sections 420.501 through 420.55 of the Florida Statutes (2024).

in the principal amount of \$7,600,000, an ELI loan in the principal amount of \$547,200, and a HOME-ARP loan in the principal amount of \$779,100 (collectively, the “Petitioner’s Subordinate Loans”).

20. Pursuant to the Subordinate Loan Deadline Rules, the Petitioner must receive a firm loan commitment for the Petitioner’s Subordinate Loans by no later than the Current Loan Commitment Receipt Deadline.

21. Since the Petitioner received the First Extension on December 12, 2025, the Development has encountered various events that unmistakably demonstrate that the Petitioner will not be able to receive a firm loan commitment for the Petitioner’s Subordinate Loans by the Current Loan Commitment Receipt Deadline.

22. The Development as originally proposed in the Application consisted of two (2) three-story, 40-unit residential buildings and was considered a scattered site development. Due to significant topographical issues and an abundance of protected tree species located on the Hale Avenue site, the Petitioner was required to submit a rezoning request to the City of Brooksville (the “City”) to allow the construction of a single four-story, 80-unit mid-rise residential building on the Dr. Martin Luther King Jr. Blvd. site. The rezoning of the site was approved by the Brooksville City Council on October 6, 2025, via Ordinance No. 999. The Petitioner submitted a revised “Change to the Application” request to the Corporation on March 26, 2026 and the changes were approved on April 10, 2026.

23. The City is requiring a Shared Use/Access Agreement with the adjacent property owner, Brookstone Apartments, LLC a Florida limited liability company (“Brookstone”), to limit ingress/egress to/from Martin Luther King Jr. Blvd. prior to approval of the Development’s revised Site Plan and Plans & Specifications. The Petitioner has been in negotiation with the principals of Brookstone since March 2026, and a final draft of the proposed agreement approved by Brookstone and will be submitted to the City for approval. Although approval of the Development’s plans is subject to execution of the Shared Use Agreement, the Petitioner has submitted all development plans to the City and is currently negotiating a GMP construction contract with Marmer Construction, Inc. of Sebring, Florida. All financing for the construction and permanent phases of the Development is in place.

24. In addition, fifty (50) Project Based Vouchers (“PBVs”) were incorporated into the Development’s unit mix and rental review assumptions. The PBVs are to be issued by the

Hernando County Housing Authority (“HCHA”). HCHA issued a Request for Proposals (“RFP”) for the use of PBVs for Section 8 senior demographic assistance on November 21, 2025. The Petitioner submitted its response to the RFP on January 6, 2026, in accordance with the RFP instructions. The PBVs were originally scheduled to be approved at the March 2026 meeting; however, a quorum was not available at that meeting so the PBVs for the Development were approved at the April 2026 HCHA board meeting.

25. The Petitioner is now working with TAG Associates, Inc. on the submission of a Subsidy Layering Review (“SLR”) to HUD. Approval of the PBVs from the HCHA was required prior to submission of the SLR.

26. The delays impacting receipt of the firm loan commitment for the Petitioner’s Subordinate Loans are outside the Petitioner’s control and are the direct result of: (i) the HCHA PBV RFP application and approval process; and (ii) local government requirements that changed since the submission of the Application. The Petitioner submitted all necessary information to the HCHA for award/approval of PBVs on January 6, 2026, well within the timeframe required under the RFA to avoid a reduction in the number of Priority 1 Application submissions allowed in the future corresponding RFA. Because of the PBV RFP process, the Petitioner is now processing the SLR for submission to HUD, which could not occur until HCHA approved the allocation of PBVs via resolution.

27. As of the date hereof, the Petitioner continues to progress through the underwriting and development process for the Development.

28. As outlined above, the delays have been caused by circumstances outside the control of the Petitioner and not by any fault of the Petitioner. As a result, such delays currently make it impossible for the Petitioner to receive a firm loan commitment for the Petitioner’s Subordinate Loans by the Current Loan Commitment Receipt Deadline; and as such, the Petitioner currently requests the relief set forth in this Petition.

29. Because the Petitioner knows that circumstances outside the control of the Petitioner will prevent the Petitioner’s receipt of a firm loan commitment for the Petitioner’s Subordinate Loans by the Current Loan Commitment Receipt Deadline, the Petitioner hereby respectfully requests (i) a waiver of the requirement that the Petitioner receive a firm loan commitment for the Petitioner’s Subordinate Loans by May 18, 2026, and (ii) a grant of an

extension for the Petitioner to receive a firm loan commitment for the Petitioner's Subordinate Loans to a new deadline of December 31, 2026.

30. As demonstrated above, the Petitioner meets both statutory standards for a waiver under Section 120.542(2) of the Florida Statutes (2024): (i) the Petitioner has demonstrated substantial hardship and other circumstances which justify the Petitioner's requests set forth in this Petition; and (ii) the Petitioner has acted in good faith and with proper diligence to complete the underwriting process for the Development pursuant to the RFA and the Application.

31. The granting of this Petition will not adversely impact the Development or the Corporation; and rather, the granting of this Petition will ensure that much needed affordable housing units will be made available for the senior population in Hernando County.

32. If this Petition is not granted, then the Petitioner and the Development will suffer substantial and irrevocable hardship because the Development will need to be abandoned (as the Petitioner will not have sufficient time to receive a firm loan commitment for the Petitioner's Subordinate Loans by May 18, 2026, leading to the preliminary loan commitment for the Petitioner's Subordinate Loans being withdrawn). Consequently, granting this Petition will (i) ensure the availability of the Petitioner's Subordinate Loans for the Development, which may otherwise be lost due to the aforementioned delays, (ii) promote principles of fundamental fairness in the development of affordable housing, (iii) permit the development and construction of new affordable housing units via the Development, (iv) enable the Petitioner to utilize (and not lose) its significant investments made to-date in connection with the Development, (v) allow the Petitioner to obtain the necessary financing in order to proceed with the development and construction of the Development, (vi) encourage private and public investment in facilities benefiting seniors of low income, and (vii) promote the goal of increasing the supply of affordable housing through private investment through the Corporation's Housing Credit, MMRB, SAIL, ELI, and HOME-ARP programs.⁴

⁴ One of the primary goals of the Act is to facilitate the availability of decent, safe and sanitary housing in the State of Florida to low-income individuals and households by ensuring: "the maximum use of available tax credits in order to encourage development of low-income housing in the state, taking into consideration the timeliness of the application, the location of the proposed housing project, the relative need in the area for low-income housing and the availability of such housing, the economic feasibility of the project, and the ability of the applicant to proceed to completion of the project in the calendar year for which the credit is sought." See Section 420.5099(2) of the Florida Statutes (2024).

33. Further, this Petition should be granted, as opposed to withdrawing the preliminary loan commitment for the Petitioner's Subordinate Loans, because Hernando County is currently experiencing a shortage of affordable housing units, particularly housing for seniors. Granting this Petition will result in the delivery of eighty (80) affordable housing units in Hernando County (increasing the availability of decent, safe, affordable and sanitary housing for seniors living in Hernando County) much faster than would a reallocation of funds to a new development. As such, the granting of this Petition would serve the purposes of the Act and the RFA.

34. Should the Corporation require any additional information, a representative of the Petitioner is available to answer questions and to provide information necessary for the Corporation's review and consideration of this Petition.

F. PERMANENCY OF WAIVER

35. The waiver being sought is permanent in nature.

G. ACTIONS REQUESTED

For the reasons set forth in this Petition, the Petitioner respectfully requests that the Corporation:

- a. Grant this Petition and all of the relief requested herein;
- b. Waive the requirement that the Petitioner receive a firm loan commitment for the Petitioner's Subordinate Loans by May 18, 2026;
- c. Grant an extension for the Petitioner to receive a firm loan commitment for the Petitioner's Subordinate Loans by no later than December 31, 2026; and
- d. Award or grant such further relief as may be deemed appropriate.

Respectfully submitted,

Bilzin Sumberg Baena Price & Axelrod LLP
1450 Brickell Avenue, 23rd Floor
Miami, Florida 33131
Telephone: (305) 350-2428
Fax: (305) 351-2126
E-mail: tlovell@bilzin.com

/s/ Terry M. Lovell

CERTIFICATE OF SERVICE

This Petition is being served via electronic transmission for filing with the Corporation Clerk for the Florida Housing Finance Corporation (CorporationClerk@FloridaHousing.org), with a copy being served by U.S. Mail on the Joint Administrative Procedures Committee, Pepper Building, Room 680, 111 West Madison Street, Tallahassee, Florida 32399-1400, as of this 1st day of June, 2026.

/s/ Terry M. Lovell _____