

STATE OF FLORIDA
FLORIDA HOUSING FINANCE CORPORATION

In re: Burlington Post 2, Ltd.

FHFC Case No.: 2026-047VW

**ORDER GRANTING WAIVER OF
RULES 67-48.0072(12) AND 67-21.026(10), F.A.C. (2022)**

THIS CAUSE came for consideration and final action before the Board of Directors of the Florida Housing Finance Corporation (the “Board”) on August 14, 2026. On July 23, 2026, Florida Housing Finance Corporation (“Florida Housing”) received a Petition for Waiver of Rules 67-48.0072(12) and 67-21.026(10), F.A.C. (2022) (the “Petition”) from Burlington Post 2, Ltd. (“Petitioner”) to allow Petitioner to contract for the installation of a rooftop solar photovoltaic system and a lightning protection system outside of the required guaranteed maximum price (“GMP”) contract. Notice of the Petition was published July 24, 2026, in Volume 52, Number 143, 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.

2. Petitioner successfully applied for funding to assist in the construction of Burlington Post II, a 75-unit development located in Pinellas County, Florida (the “Development”).

3. Rule 67-48.0072(12), F.A.C. (2022), states in relevant part:

FILED WITH THE CLERK OF THE FLORIDA
HOUSING FINANCE CORPORATION

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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.

4. Rule 67-21.026(10), F.A.C. (2022), states in relevant part:

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.

5. Petitioner requests a waiver of the above Rules to allow Petitioner to contract for certain construction services outside of the required GMP contract. Specifically, Petitioner seeks to directly contract with its rooftop solar photovoltaic system contractor and its lightning protection system contractor outside of the GMP contract with Petitioner's General Contractor ("GC"). Petitioner states that these two scopes of work are post-construction improvements that will be installed following lien-free completion of the work under the GMP contract, when the GC's work will be substantially or fully complete. Petitioner states that adding these scopes of work as a change order to the GMP contract would be operationally cumbersome, could delay completion of the Development, and would result in additional costs in the

form of GC overhead and management fees. The total amount of the work performed outside of the GMP contract would be \$304,195.

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

7. The Board also finds that Petitioner has demonstrated that strict application of the Rules under these circumstances would constitute a substantial hardship.

8. The Board further finds that Petitioner has 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 waivers are granted. §420.5099, F.S.

IT IS THEREFORE ORDERED that Petitioner’s request for waivers of Rules 67-48.0072(12) and 67-21.026(10), F.A.C. (2022), is hereby **GRANTED** to allow Petitioner to contract for the referenced construction services outside of the required guaranteed maximum price contract, limited to the rooftop solar photovoltaic system and lightning protection system described in the Petition.

DONE and ORDERED this 14th day of August, 2026.



Florida Housing Finance Corporation

By:

Chairperson

Copies furnished to:

Nicholas W. Heckman
Nelson Mullins Riley & Scarborough LLP
Counsel for Petitioner
Nick.Heckman@nelsonmullins.com

Laura J. Cox, General Counsel
Ethan Katz, Assistant General Counsel
Melissa Levy, Managing Director of Multifamily Programs
Florida Housing Finance Corporation
Laura.Cox@floridahousing.org
Ethan.Katz@floridahousing.org
Melissa.Levy@floridahousing.org

Joint Administrative Procedures Committee
Attention: Ms. Yvonne Wood
Joint.admin.procedures@leg.state.fl.us

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 A PETITION WITH THE CORPORATION CLERK OF THE FLORIDA HOUSING FINANCE CORPORATION, 227 NORTH BRONOUGH STREET, SUITE 5000, TALLAHASSEE, FLORIDA 32301-1329. A PETITION MAY ALSO BE FILED BY FACSIMILE OR ELECTRONIC MAIL AS PROVIDED IN RULE 67-52.002, FLORIDA ADMINISTRATIVE CODE. THE PETITION MUST

BE FILED WITHIN TWENTY-ONE (21) DAYS OF RECEIPT OF THIS ORDER, CONSISTENT WITH SECTION 120.569(1), FLORIDA STATUTES, AND RULE 28-106.111(2), FLORIDA ADMINISTRATIVE CODE.