STATE OF FLORIDA
FLORIDA HOUSING FINANCE CORPORATION

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Affordable Housing Solutions
for Florida, Inc., a Florida corporation
not for profit
Petitioner,

FHFC CASE NO. 2026-070VW

Fannie Lou Hamer Commons
Application No. 2025-369SH

v.

FLORIDA HOUSING FINANCE
CORPORATION,
Respondent.
_____/

PETITION FOR BOARD APPROVAL FOR WAIVER OF RULE 67-48.0072(21)(b), F.A.C. (08/27/24)

Petitioner, Affordable Housing Solutions for Florida, Inc., a Florida corporation not for profit ("Petitioner"), pursuant to section 120.542, Florida Statutes, and Chapter 28-104, Florida Administrative Code, petitions the Florida Housing Finance Corporation ("Florida Housing" or the "Corporation") for a temporary waiver of Rule 67-48.0072(21)(b), Florida Administrative Code, effective August 27, 2024 (the "Rule"), to extend by an additional six months Petitioner's deadline to obtain a firm loan commitment for the HOME and SAIL loan awarded under Request for Applications 2025-206. In support, Petitioner states:

A. PETITIONER AND ITS REPRESENTATIVES

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

Debra Fleming
Affordable Housing Solutions for Florida, Inc.
7842 Land O' Lakes Blvd, #305
Land O' Lakes, Florida 34638
Phone: (813-956-4296
Email: president@ahsf.org

2. The name, address, telephone and facsimile numbers for Petitioner's attorney are:

Curtis D. Hamlin, Esq.
Gunster, Yoakley & Stewart, P.A.
2033 Main St., Suite 600
Sarasota, Florida 34237
Telephone: 941-366-8100
Fax: 941-366-3684
Email: chamlin@icardmerrill.com

3. All pleadings, notices, orders, and other communications concerning this Petition should be directed to Petitioner's counsel at the address and email stated above.

B. THE DEVELOPMENT AND BACKGROUND

THE DEVELOPMENT:

4. The following information pertains to the Development:

Development Name: Fannie Lou Hamer Commons

Development Address: High Drive South of Love Street, Crawfordville, FL 32327

County: Wakulla

Developers: Affordable Housing Solutions for Florida, Inc. and Stone Soup Development, Inc.

Number of Units: 43 (New Construction) Demographic: Elderly Non-ALF

Type: Garden Apartments

Set Asides: As per RFA 2025-206

Funding: SAIL Base Loan: $1,750,000; HOME: $6,900,000; HOME: 20% @ 50% AMI; 80% @ 60% AM and SAIL: 80% @ 60% AMI

BACKGROUND

5. On or about February 18, 2025, Petitioner submitted Application No. 2025-369SH in response to Florida Housing's RFA 2025-206, HOME and Live Local SAIL Financing to Be Used for Rental Developments in Certain Hurricane-Impacted Rural Areas of Opportunity (the "RFA").

6. Through the Application, Petitioner requested $6,900,000 in HOME Investment Partnerships Program financing and $1,500,000 in SAIL financing to assist in financing the construction of the Development described in Par. 4., above.

7. Florida Housing selected the Application for funding and issued Petitioner a preliminary commitment for the HOME loan and SAIL loan in the amounts described in Par. 3., above (collectively, the "Loan").

8. By correspondence dated April 9, 2025, Florida Housing invited Petitioner to enter credit underwriting. Petitioner timely accepted that invitation on April 10, 2025.

9. Pursuant to the Rule, Petitioner's original deadline to obtain a firm loan commitment was April 9, 2026.

10. Before expiration of that deadline, Petitioner timely requested the one six-month extension authorized by the Rule.

11. On May 1, 2026, Florida Housing's Board of Directors approved that request and extended the firm loan commitment deadline through October 9, 2026. In May, 2026, the Petitioner paid Firm Commitment extension fees in the amount of $86,500.00 through the PLP Loan secured for the Project.

12. Since entering credit underwriting, Petitioner and its Development team have diligently and promptly provided the documents, information, responses, and other materials requested in the underwriting process.

13. Petitioner has remained responsive to the assigned Credit Underwriter and has cooperated with the Credit Underwriter's review of the Development.

14. Notwithstanding Petitioner's diligent and timely efforts, the assigned Credit Underwriter was unable to complete the required Credit Underwriting Report in time for the matter to be placed on the agenda for the November 6, 2026 Board meeting. Petitioner understands that the Credit Underwriter is in the in the process of reviewing their findings before finalizing the first draft of the Credit Underwriting Report for this proposed Development and that the Underwriter was prepared to issue a negative underwriting report due to the modular concept's high cost and lack of comparable units

built in the US. In light of the concerns expressed by the Underwriter, the requested extension is needed by the Petitioner to allow the Petitioner the time needed to revise the building plans and site plan to a "stick built" concept (already approved by FHFC Board previously) or ESS Construction, make all necessary revisions to the projected budget for the construction of the revised site plan and method of construction.

15. Consequently, the Board could not consider or approve the Credit Underwriting Report at its November 6, 2026 meeting, and Florida Housing could not issue the firm loan commitment within Petitioner's existing extension period.

16. The inability to obtain the firm loan commitment within the current deadline did not result from a failure by Petitioner to diligently pursue or participate in credit underwriting. Additional time is required because the Credit Underwriting Report was not completed in time for the November 6, 2026 Board meeting.

17. Petitioner therefore requests a temporary waiver extending the deadline to obtain the firm loan commitment for an additional six months, from October 9, 2026 through April 6, 2027.

C. RULE FROM WHICH WAIVER IS REQUESTED

18. Petitioner requests a temporary waiver of Rule 67-48.0072(21)(b), Florida Administrative Code, effective August 27, 2024 which provides, in relevant part, as follows:

"(b) For SAIL, EHCL, and HOME that is not in conjunction with Competitive HC, unless stated otherwise in a competitive solicitation, the firm loan commitment must be issued within nine (9) months of the Applicant's acceptance to enter credit underwriting. Unless an extension is approved by the Corporation in writing, failure to achieve credit underwriting report approval and 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 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 nine (9) month deadline is approved. If, by the end of the extension period, the Applicant has not received a firm loan commitment, then the preliminary commitment shall be withdrawn."

The Rule provides that, for SAIL and HOME, the firm loan commitment generally must be issued by the applicable Board meeting deadline; permits one extension of up to six months; requires written reasons and a completion time frame; directs the Board to consider the Development team's responsiveness and ability to deliver timely; and provides for withdrawal of the preliminary commitment if a firm loan commitment is not received by the end of the extension period.

19. Petitioner seeks a waiver only of the provisions that would require withdrawal of the preliminary commitment at the end of the existing extension period and that limit the ordinary extension to one period of no more than six months. Petitioner has been advised by Florida Housing Staff that there would be no associated fees incurred if this extension period is granted by the Corporation.

20. Petitioner does not request a waiver of any substantive underwriting requirement governing the Loan or the Development.

D. STATUTE IMPLEMENTED BY THE RULE

21. The Rule implements, among other provisions of the Florida Housing Finance Corporation Act, section 420.5089, Florida Statutes, which designates Florida Housing to administer the HOME Investment Partnerships Program.

22. The underlying statutory purpose is to provide HOME financing for eligible affordable-housing activities and support affordable housing for very-low-income and other targeted households.

E. NATURE AND DURATION OF REQUESTED WAIVER

23. Petitioner requests a temporary waiver of the Rule.

24. Specifically, Petitioner requests that Florida Housing extend the deadline for issuance of the firm loan commitment from October 9, 2026 through April 9, 2027, a period of six months.

25. Petitioner requests no permanent waiver or modification of the Rule.

26. During the temporary waiver period, Petitioner will continue working with the Credit Underwriter and Florida Housing staff to complete the Credit Underwriting Report,

respond promptly to remaining requests, obtain final approval, present the report at the earliest available Board meeting, and obtain issuance of the firm loan commitment.

F. THE WAIVER STANDARD

27. Section 120.542(1), Florida Statutes, recognizes that strict application of uniformly applicable rule requirements can produce unreasonable, unfair, and unintended results in particular circumstances.

28. Under section 120.542(2), Florida Statutes, a waiver shall be granted when the petitioner demonstrates that application of the rule would create a substantial hardship or violate principles of fairness and that the purpose of the underlying statute has been, or will be, achieved by other means.

29. For purposes of section 120.542, “substantial hardship” includes a demonstrated economic, technological, legal, or other type of hardship.

30. Rule 28-104.002 requires a waiver petition to identify the rule and underlying statute, state the action requested, provide the facts demonstrating substantial hardship or a violation of principles of fairness, explain why the waiver serves the purposes of the underlying statute, and state whether the relief is temporary or permanent.

G. STRICT APPLICATION WOULD CREATE A SUBSTANTIAL HARDSHIP

31. Petitioner has invested substantial time, effort, and financial resources in the Development and in satisfying the RFA, HOME-program, and credit-underwriting requirements. Petitioner has secured site plan approval for the proposed Development, obtained building plan approvals pending payment of the permit fees, and acquired the site for the Development secured by financing that matures in January, 2027.

32. Petitioner has diligently pursued completion of credit underwriting and timely responded to requests for information and clarification.

33. For the reasons stated above, the Credit Underwriting Report nevertheless was not completed in sufficient time for the matter to be scheduled for the November 7, 2026, Board meeting.

34. Because the report was not ready for that meeting, Petitioner could not obtain Board approval or issuance of the firm loan commitment within the existing extension period.

35. Literal application of the Rule would require withdrawal of Petitioner's preliminary commitment even though Petitioner diligently pursued underwriting and the missed Board date resulted from the assigned Credit Underwriter's inability to complete the report in time to meet the Agenda deadlines for the November 7, 2026, Board meeting.

36. Withdrawal would cause substantial economic and other hardship, including loss of HOME financing; jeopardy to other financing and feasibility; impairment of expenditures for acquisition, design, engineering, environmental review, permitting, legal services, financing, and underwriting; delay or loss of affordable units; and potential inability to proceed despite Petitioner's diligence.

37. Those consequences would be disproportionate and would constitute an unreasonable and unintended result of strict application of the Rule.

38. The requested six-month extension is narrowly tailored to permit completion of the Report, allow for Board consideration of the Report, and issuance of the firm loan commitment.

H. RESPONSIVENESS AND COMPLETION SCHEDULE

39. Petitioner and its Development team have remained available and responsive throughout credit underwriting.

40. Petitioner has timely submitted requested materials and promptly addressed underwriting questions and comments.

41. The need for the waiver does not reflect abandonment, lack of diligence, or inability to deliver the Development.

42. Petitioner remains ready, willing, and able to complete underwriting, obtain the firm loan commitment, close the Loan, and construct and operate the Development in accordance with the RFA and applicable HOME requirements.

43. Petitioner will continue coordinating with the Credit Underwriter and Florida Housing staff to place the completed Credit Underwriting Report before the Board at the earliest available meeting.

I. THE WAIVER WILL SERVE THE UNDERLYING STATUTE

44. Granting the waiver will further, rather than frustrate, the purposes of section 420.5089, Florida Statutes.

45. The waiver will preserve HOME financing and allow Petitioner to proceed with [43] affordable rental units serving [20% at 50% remainder at 60%] in Wakulla County, Florida.

46. Denial and withdrawal of the preliminary commitment would jeopardize the Development and frustrate the statutory purpose of making HOME financing available for eligible affordable-housing activities.

47. The Development will remain subject to credit underwriting, Board approval, HOME requirements, affordability restrictions, loan-closing requirements, and all other applicable requirements.

48. The waiver will not relieve Petitioner of any substantive requirement intended to protect Florida Housing or ensure feasibility. It will provide only the additional time needed to complete underwriting and obtain the firm loan commitment.

49. Granting the waiver will not adversely affect other funding participants and will not detrimentally affect Florida Housing or the Development.

J. COMPLIANCE WITH RULE 28-104.002

50. This Petition identifies the Rule, the statute implemented, the temporary action requested, the facts demonstrating substantial hardship, the reasons the waiver serves the underlying statute, and the requested duration**.**

51. Petitioner will serve a copy of this Petition upon the Joint Administrative Procedures Committee as required by Rule 28-104.002(1), Florida Administrative Code.

REQUEST FOR RELIEF

WHEREFORE, Petitioner, Affordable Housing Solutions for Florida, Inc., a Florida corporation not for profit, respectfully requests that the Florida Housing Finance Corporation enter a final order:

A. Granting this Petition for temporary waiver of Rule 67-48.0072(21)(b), Florida Administrative Code;

B. Extending Petitioner's deadline to obtain the firm loan commitment for an additional six months, from October 9, 2026, through April 9, 2027;

C. Preserving Petitioner's preliminary commitment during the requested waiver period; and

D. Granting such other and further relief as the Corporation deems appropriate.

Respectfully submitted,

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Sarasota, Florida 34237
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Fax: 941-366-3684
Email: chamlin@icardmerrill.com

By:/s/ *Curtis D. Hamlin*_____
Curtis D. Hamlin, Esq.

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 copies served by U.S. Mail on the Joint Administrative Procedures Committee, 680 Pepper Building, 111 W. Madison Street, Tallahassee, Florida 32399-1400, this 19th of October, 2026.

By: /s/ *Curtis D. Hamlin*_____
Curtis D. Hamlin, Esq.