STATE OF FLORIDA
FLORIDA HOUSING FINANCE CORPORATION

ARBOR RIDGE
HOUSING PARTNERS, L.P.

Petitioner,

vs.

FLORIDA HOUSING FINANCE
CORPORATION,

Respondent.
_____/

FHFC Case No. 2025-065VW
FHFC RFA 2023-202
App. No. 2024-155

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FLORIDA HOUSING
FINANCE CORPORATION

PETITION FOR WAIVER OF THE QUALIFIED ALLOCATION PLAN'S REQUIREMENT FOR RETURNING HOUSING CREDIT ALLOCATIONS AND RULE 67-48.002(96), FLORIDA ADMINISTRATIVE CODE (2023)

Pursuant to section 120.542, Florida Statutes, and rule 28-104.002, Florida Administrative Code, Petitioner, ARBOR RIDGE HOUSING PARTNERS, L.P., ("Arbor Ridge" or "Petitioner") submits this Petition to Respondent Florida Housing Finance Corporation ("Florida Housing") for a waiver of Subsection II J of the 2023 Qualified Allocation Plan ("2023 QAP"), which was incorporated by reference in rule 67-48.002 (96) (eff. 6/23/2023). Subsection II.J of the QAP prohibits the return of Arbor Ridge's 2024 Housing Credits before the last quarter of 2026. Arbor Ridge seeks to return the 2023 credits now in exchange for an immediate allocation of 2025 Housing Credits. This would result in an extension to the placed-in-service date from December 31, 2026 to December 31, 2027. In support of this Petition, Arbor Ridge states as follows:

PETITIONER AND ATTORNEY

1. The name, address, telephone number and email address of the Petitioner is.

Arbor Ridge Housing Partners, L.P., (Attn Robby Block, 9200 Belvedere Road, Suite 209, Royal Palm Beach, Florida 33411, 561-735-8656, rblock@nurock.com). For purposes of this proceeding, the contact information for Petitioner is that of the undersigned counsel.

2. The name, address, telephone number, and email address for Petitioner's attorney is Maureen McCarthy Daughton, Maureen McCarthy Daughton, LLC, 1400 Village Square Blvd., Ste 3-231, Tallahassee, Florida 32312, 850-345-8251: mdaughton@mmd-lawfirm.com.

BACKGROUND

3. Arbor Ridge applied for funding seeking $2,868,450.00 in Housing Credit Funding in response to, *RFA 2023-202 Housing Credit Financing for Affordable Housing Developments Located in Broward, Duval, Hillsborough, Orange, Palm beach, and Pinellas Counties.* (the "RFA"). Arbor Ridge proposed to build 84 units in a mid-rise apartment building to be known as Residences at Foxcroft Cove, in Miramar, Broward County, Florida to serve a Family demographic.

4. On October 27, 2023, Arbor Ridge was preliminarily selected for funding by Florida Housing's Board of Directors. Arbor Ridge was invited into credit underwriting on January 25, 2024.

5. Arbor Ridge worked diligently and filed its original submission to the City's Building, Planning & Zoning Development on February 22, 2024. During the ensuing months, Arbor Ridge representatives engaged in extensive dialogue with City Staff regarding the development. Arbor Ridge resubmitted the site plan on March 29, 2024, May 14, 2024 and July 24, 2024, with detailed written responses to staff comments.

6. Despite favorable recommendations for approval by City of Miramar staff, the Development Review Committee, the City's Community Appearance Board, the City manager

and the Director of the City's Building, Planning & Zoning Department, the City Commission by a vote of 5-0 denied the Site Plan Approval and related applications by Written Order dated November 20, 2024.

7. The denial was due to the complaints of a handful of residents from a nearby condominium that provided unsupported opinions that the proposed development would lead to increased crime, traffic and noise. [1]

8. On December 19, 2024, Arbor Ridge timely filed a Petition for Issuance of a Writ of Certiorari ("Writ") arguing that the City Commission had failed to follow the correct law and that its Order was not supported by competent substantial evidence. At the same time Arbor Ridge filed a request with the Florida Housing Finance Corporation for an extension of time to meet the 10% test. On January 28th the request was granted by Florida Housing and the deadline to meet the 10% test extended to June 10, 2025.

9. The Court issued an Order to Show cause on January 15th ordering the City to respond to the Writ within thirty (30) days. The City requested additional time to respond and was given until March 8, 2025, by the Court.

10. Arbor Ridge, in an effort to conclude this matter as quickly as possible, requested that the Court order the parties to mediation which was held in August 2025. Within two weeks of the mediation, Arbor Ridge submitted a Settlement Agreement and Development Order to the City Attorney.[2] The City Commissioners were advised at the November 4th City Commission meeting that it was unlikely that the city would prevail in the litigation. Ultimately

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[1] This was after the Arbor Ridge representatives had met with the local residents' multiple times to address their issues to no avail.

[2] In the Settlement Agreement the Property Owner of the land upon which the Development is to be built agreed not to bring a Burt Harris claim and agreed to contribute $200,000 to the repair and maintenance of Foxcroft Road if the Condominium Board agreed to deed Foxcroft Road back to the City. Within the Development Order, Arbor Ridge only agreed to do the things they had already committed to do in the Site Plan.

by vote of 3 to 2 the Commissioners voted to approve the Settlement Agreement and Development Order. The Development Order, which was filed with the City Clerk on November 5, 2025, remains subject to appeal for the next thirty (30) days.

11. Arbor Ridge requested and was granted a final extension to December 10, 2025, to meet the 10% test.

12. Arbor Ridge proposes to exchange its 2024 Housing Credits for an allocation of 2025 Housing Credits, which would effectively extend the placed-in-service deadline of the Development until December 31, 2027. This exchange will require a waiver of Subsection II.J of the QAP, which provides:

> Notwithstanding any other provision of this QAP, 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 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 the 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.

9. The requested waiver is permanent in nature.

RULE FOR WHICH WAIVER IS SOUGHT

10. Arbor Ridge seeks a waiver from Subsection II.J of the 2023 QAP, which was incorporated by reference into Rule 67-48.0002(96) (2023).

STATUTES IMPLEMENTED BY RULE

11. Pursuant to section 420.5099(1), Florida Statutes, Florida Housing is designated as the "housing credit agency" for Florida within the meaning of section 42 of the Internal Revenue Code. Florida Housing is responsible for the allocation plan that includes priorities and selection criteria. Section 420.5099(2), F.S. also requires Florida Housing to "adopt allocation procedures that will ensure 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..." Thus, the rules subject to this waiver request implement sections 420.5099(1) and (2), F.S., as well as other provisions of Part V of chapter 420, Florida Statutes, the Florida Housing Finance Corporation Act.

JUSTIFICATION FOR REQUESTED WAIVER

12. Section 120.542(1), Florida Statutes, provides that "[s]trict application of uniformly applicable rule requirements can lead to unreasonable, unfair, and unintended results. The Legislature finds that it is appropriate in such cases to adopt a procedure for agencies to provide relief to persons subject to regulation." That procedure requires those

seeking a variance of, or waiver from, a rule to demonstrate that application of the rule would create a substantial hardship or would violate principles of fairness. §120.542(2), Fla. Stat.[3] Petitions for variances and waivers are also required to demonstrate the purposes of the underlying statute will be achieved.

13. Strict adherence to Subsection II.J of the QAP would create a substantial hardship for Arbor Ridge. Without the requested credit swap, Arbor Ridge will not be able to meet the 10% test, and the previously awarded Housing Credits will be unavailable, which means the Development cannot be completed. That would deprive low-income residents of Broward County of much-needed affordable housing. As illustrated above, issues relating to the development of the site of the proposed Development are beyond the Applicant's control. Arbor Ridge exercised due diligence in seeking to resolve the circumstances causing the delay by quickly filing the Writ of Certiorari ,by requesting mediation, and by proposing a Settlement Agreement. Other than the delay's described above the Development in all respects still meets the conditions upon which the Housing Credits were originally allocated, and the Development is still desirable in terms of meeting the affordable housing needs in Broward County.

14. Strict adherence to Subsection 11.J of the QAP also would violate principles of fairness, as Florida Housing has granted similar waivers to other Developments facing similar circumstances.

15. The requested waiver will not adversely affect any party, including any other party that applied to receive an allocation of Housing Credits in RFA2023-202, or Florida Housing. A denial of the requested waiver, however, would result in substantial economic hardship to

[3] "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 not significantly different from the way it affects other similarly situated persons who are subject to rule..

Arbor Ridge as it will be unable to complete the Development, which will only contribute further to the shortage of affordable housing in Broward County.

16. The statutes underlying the QAP, and the rule will be served by the approval of Arbor Ridge waiver request. Section 420.504(4), Florida Statutes, states that Florida faces "a serious shortage of decent, safe, and sanitary housing in the state available to persons and families of low, moderate, and middle income…" One of the primary purposes of the Act is to facilitate the availability of affordable housing. Granting the waiver request will further these goals, as Arbor Ridge will not be able to complete the proposed development if the waiver is not granted.

ACTION REQUESTED

17. For the above stated reasons, Arbor Ridge respectfully requests that the Florida Housing Board of Directors:

- Grant the requested waiver of Subsection IIJ of the 2023 QAP and rule 67-48.002(96);
- Allow the immediate return of Arbor Ridges 2024 Housing Credit Allocation; and
- Immediately allocate new Housing Credits to with a later placed in service date of December 31, 2027

Dated this 20th day of November 2025.

Respectfully submitted,

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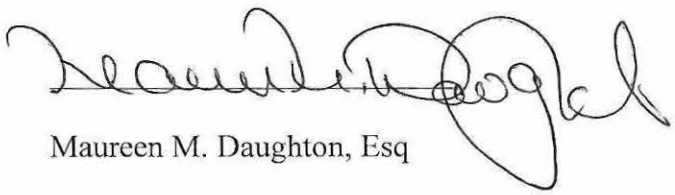
Counsel for Petitioner

CERTIFICATE OF SERVICE

I CERTIFY that the foregoing document was filed this 20th day of November 2025 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



Maureen M. Daughton, Esq