

**PETITION TO WAIVER FROM THE REPORTING REQUIREMENTS, AUDITED FINANCIALS FOR YEARS PRIOR TO 2004, AND REQUEST TO REPLACE THE GENERAL PARTNER.**

1. Petitioner: BCCC Inc.  
One Boston Place  
Boston, MA 02108
2. Respondent: Florida Housing Finance Corporation  
227 North Bronough Street, Suite 5000  
Tallahassee, Florida 32301-1239  
Telephone: (850) 488-4197  
Facsimile: (850) 488-9809
3. Qualified Representatives: Lovey T. Clayton  
General Partner/ Managing Agent  
1615 NW 1<sup>st</sup> Avenue  
Florida City, FL 33034  
Telephone: (786) 295-0044  
Facsimile: (305) 246-5821
- Wendy Lobos  
Managing Agent  
1615 NW 1<sup>st</sup> Avenue  
Florida City, FL 33034  
Telephone: (786) 236-9376  
Facsimile: (305) 246-5821
- Karen Calhoun  
Boston Capital/ Senior Asset Manager  
One Boston Place  
Boston, MA 02108-4406  
Telephone: (617) 624-8855  
Facsimile: (617) 624-8999
4. Statute Implemented by the Rule: Section 420.5087 Florida Statute
5. Action Requested: Petitioner requests waiver from Rule 67-48.006(6), Rule 67-48.006(7), Rule 67-48.010(6)(a), Rule 67-48.002(3), and 67-48.004(14).
6. Statement of Facts Justifying Request for Waivers:
- Carib Management produced financial records and reports for Park Green Ltd, as agreed in the 1998 Management Agreement for fiscal years 1999 and 2000. As of January 1, 2001, the General Partners, Julio Berrones and Rene Morales were under the understanding that Carib Management would complete the compliance reports, financial statements, and audits as required by contract.
  - Carib Management ended their contract with Park Green Ltd. on March 1, 2001.
  - The General Partners were not involved in the management of the property and knew very little about compliance and reporting requirements.
  - In May of 2001, the General Partners contacted Lovey T. Clayton, Guarantor for Park Green Ltd and General Partner of Howard Park Ltd, asking for referrals for a new management company.

FILED WITH THE CLERK OF THE FLORIDA  
HOUSING FINANCE CORPORATION

*M. J. Soren*

DATE: 4/20/04

- Howard Park Ltd. at the time, was in the process of interviewing several Management Companies, none of which agreed to manage the property. Therefore, no referral could be made to Park Green Ltd.
- In December of 2001, Howard Park Ltd contacted Park Green Ltd to offer management services. By that time Howard Park Ltd. had become a certified self-management property.
- Ms. Wendy Lobos, of Howard Park Ltd., began the process of collecting information from tenants to submit all outstanding reports to Florida Housing. She also contacted Averett, Thomas, Durkee (CPA) to complete the outstanding audits.
- Averett, Thomas, Durkee requested a \$3,000 retainer check in order to conduct the outstanding audits. Park Green Ltd. was unable to pay this amount and the CPA ended communication with Ms. Wendy Lobos.
- In December 2001, Mr. Julio Berrones stopped communication with Ms. Wendy Lobos. After that point she was unable to access any information necessary to complete the reporting requirements.
- Boston Capital, Florida Housing, First Housing, Mr. Lovey Clayton, and Ms. Wendy Lobos made unsuccessful attempts to contact Mr. Julio Berrones throughout 2002 and 2003.
- In November of 2003, Mr. Julio Berrones contacted Ms. Wendy Lobos in an attempt to re-establish a working relationship.
- Ms. Wendy Lobos agreed to work with Park Green Ltd. under the condition that Mr. Julio Berrones become more involved with the property in an effort to bring resolution to all non-compliance issues.
- The main focus was to pay all outstanding debts that the development owed to First Housing. Mr. Julio Berrones was in danger of losing the property which had already been taken out of the Tax Credit Program due to the issuance of IRS form 8823.
- In December 2003, Mr. Julio Berrones promises to pay the debt in full before December 31, 2003. The payment was never made.
- Mr. Julio Berrones then makes a second promise to pay by second week in January 2004, that deadline was also missed.
- In February of 2004, BCCC, Inc., the Special Limited Partner, stepped in as the co-General Partner and removed Mr. Julio Berrones as General Partner and management agent, effective immediately. BCCC, Inc., assigned management responsibilities to Mr. Lovey Clayton and Ms. Wendy Lobos, pending approval from Florida Housing.
- Mr. Lovey Clayton has tried several times throughout the past three years to help Mr. Julio Berrones get Park Green out of non-compliance status. Mr. Berrones would accept the help but then he would not disclose vital information to Mr. Clayton or Ms. Lobos. In order to successfully bring the property out of compliance, financial and tenant information plus other property documentation was needed. Ms. Lobos had to rely on Mr. Berrones disclosing that information to her in order to complete her assignments, which never happened. Mr. Berrones would promise full cooperation and never follow through. Mr. Clayton did not know the severity of the non-compliance because he was never copied on any correspondence between Mr. Berrones and Boston Capital and Florida Housing.
- Mr. Lovey Clayton cannot recover past tenant information, financial records, or property documentation to be able to satisfy any outstanding reports on the property. There have not been any records prepared for the property since Carib Management left Park Green

Ltd. Mr. Berrones could not produce any of the reports mentioned because of lack of information. Mr. Clayton cannot account for tenant occupancy or rent revenue, which is needed to complete most monitoring reports.

- Mr. Lovey Clayton did not have access to Park Green's bank account or files. Mr. Clayton was never listed as an authorized representative of Park Green and therefore had no authority to have bank statements, financial records, or tenant information disclosed to him without first having permission from Mr. Berrones. All of the information for Park Green was kept at Mr. Berrones' office which was also his place of residency.
- The cost of research to complete all information being required by Florida Housing for years prior to 2004 would create a substantial financial hardship for the new General Partner (pending approval). The cost of completing 3 years worth of audits alone was estimated to be \$29,000, which would include any financial records that would need to be reproduced with legal counsel. The personnel cost would exceed what is appropriated by budgets established by Boston Capital. Park Green has monthly revenue of \$4,000 which is now being used to cover current year expenses. The audit alone would drain the financial resources and would put Park Green further into debt from which it could not recover.
- Boston Capital requests to replace Mr. Julio Berrones (GP) due to lack of non-compliance for all the actions aforementioned.
- Boston Capital requests that Mr. Lovey Clayton be the new General Partner for Park Green Ltd.
- All outstanding debt with Florida Housing has been satisfied.

7. Purpose Justification: Waiving all outstanding reports would allow Mr. Lovey Clayton to effectively begin to manage Park Green Ltd. It is an impossible task to account for all past activities at Park Green Ltd.

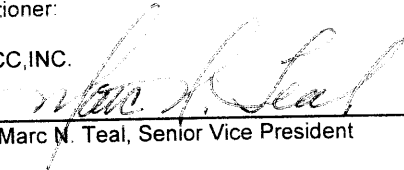
8. Type of Waiver: One-time waiver

Dated this 16th day of April 2004.

Petitioner:

BCCC, INC.

By:

  
Marc M. Teal, Senior Vice President