

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
FLORIDA REAL ESTATE COMMISSION

2009 JUN 23 A 10:39
DIVISION OF ADMINISTRATIVE HEARINGS
FILED

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION,
DIVISION OF REAL ESTATE,

Petitioner,

vs.

Case No. 09-0207PL
FDBPR Case No. 2008018605

CHRISTINE SAXER,

Respondent.

_____ /

FINAL ORDER

THIS CAUSE came on to be heard before the Florida Real Estate Commission ("Commission") pursuant to Sections 120.569 and 120.57(1), Florida Statutes, on May 19, 2009, in Orlando, Orange County, Florida, for the purpose of considering Administrative Law Judge R. Bruce McKibben's Recommended Order in the above styled case. A copy of said Recommended Order is attached hereto and incorporated as Exhibit "A."

Respondent was not present, and was not represented by counsel. The Petitioner was represented by Patrick Cunningham, Esquire, Senior Attorney for the Department of Business and

Professional Regulation, Division of Real Estate, Orlando, Orange County, Florida. The Commission was represented by Tom Barnhart, Senior Assistant Attorney General, Tallahassee, Leon County, Florida.

After a review of the complete record in this matter, including consideration of the Administrative Law Judge's Recommended Order and the arguments of each party, the Commission makes the following findings of fact and conclusions of law:

Findings of Fact

1. The Administrative Law Judge's findings of fact as set forth in the Exhibit "A" are approved, adopted, and incorporated herein by reference.
2. There is competent, substantial evidence to support the Administrative Law Judge's findings of fact as adopted by the Commission.

Conclusions of Law

3. The Commission has jurisdiction of this matter pursuant to Sections 120.569 and 120.57(1), Florida Statutes, Chapter 475, Part I, Florida Statutes, and Chapter 61J2 of the Florida Administrative Code.
4. The Administrative Law Judge's conclusions of law as

set forth in Exhibit "A" are approved, adopted, and incorporated herein by reference.

5. There is competent, substantial evidence to support the Administrative Law Judge's conclusions of law in Exhibit "A" as amended and adopted by the Commission.

DISPOSITION

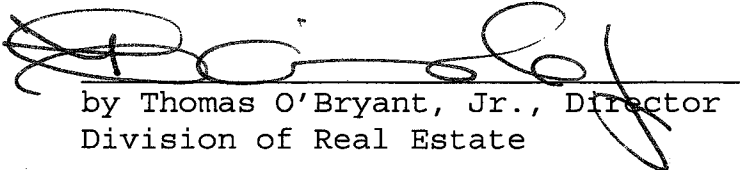
6. The Administrative Law Judge's Recommendation is approved and adopted by the Commission in its entirety.

WHEREFORE, IT IS HEREBY ORDERED and ADJUDGED that:

The Administrative Complaint against Respondent, Christine A. Saxer, is DISMISSED.

This Final Order shall take effect upon being filed with the Clerk of the Department of Business and Professional Regulation.

DONE and ORDERED this 15 day of June, 2009, by the Florida Real Estate Commission.


by Thomas O'Bryant, Jr., Director
Division of Real Estate

NOTICE OF RIGHT TO JUDICIAL REVIEW

A party who is adversely affected by this final order is

entitled to judicial review pursuant to section 120.68, Florida Statutes. Review proceedings are governed by the Florida Rules of Appellate Procedure. Such proceedings are commenced by filing one copy of a Notice of Appeal with the agency clerk of the Department of Business and Professional Regulation and a second copy, accompanied by filing fees prescribed by law, with the district court of appeal in the appellate district where the party resides. The Notice of Appeal must be filed within thirty (30) days of rendition of the order to be reviewed.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Final Order has been provided by U.S. Mail to Alfred W. Torrence, Jr., Esquire, Thornton & Torrence, P.A., 6709 Ridge Road, Suite 106, Port Richey, Florida 34668 ; R. Bruce McKibben, Administrative Law Judge, Division of Administrative Hearings, The Desoto Building, 1230 Apalachee Parkway, Tallahassee, Florida 32399-3060; and Tom Barnhart, Senior Assistant Attorney General, Office of the Attorney General, PL-01, The Capitol,

Tallahassee, Florida 32399-1050, and by inter-office mail to
 Patrick Cunningham, Esquire, 400 West Robinson Street, Suite
 N801, Orlando, Florida 32801 on this 22nd day of June 2009.

Brandon M. Nichols

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STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
FLORIDA REAL ESTATE COMMISSION

FLORIDA DEPARTMENT OF BUSINESS
AND PROFESSIONAL REGULATION,
DIVISION OF REAL ESTATE,

Petitioner,

v.

DBPR Case N° 2008004032

CHRISTINE A. SAXER,

Respondent.

ADMINISTRATIVE COMPLAINT

State of Florida, Department of Business and Professional Regulation, Division of Real Estate ("Petitioner") files this Administrative Complaint against Christine A. Saxer ("Respondent") and alleges:

ESSENTIAL ALLEGATIONS OF MATERIAL FACT

1. Petitioner is a state government licensing and regulatory agency charged with the responsibility and duty to prosecute Administrative Complaints pursuant to the laws of the State of Florida, in particular Section 20.165 and Chapters 120, 455 and 475, of the Florida Statutes and the rules promulgated pursuant thereto.
2. Respondent is and was at all times material hereto a licensed Florida real estate sales associate, issued license number 3110487 in accordance with Chapter 475 of the Florida Statutes.
3. The last license issued was as a sales associate with Palm

Realty of Pasco, Inc., 8616 U S 19, Port Richey, Florida 34668-3847.

4. On or about June 8, 2007 Respondent was a sales associate registered with Century 21, Palm Realty.

5. On or about June 8, 2007 Respondent was the listing agent for a property located at 3831 Sail Drive, New Port Richey, Florida 34652 (Subject Property) owned by Gary Osborne and wife (Sellers).

6. On or about June 8, 2007 Respondent negotiated a sales and purchase contract with Christine & Leon Ausborn (Buyers) and Sellers for the Subject Property for \$127,500. A copy of the contract is attached hereto and incorporated herein as Administrative Complaint Exhibit 1.

7. On or about June 14, 2007 Respondent received an estimate for the repair of a leak in the roof of the Subject Property in the amount of \$725 from World Class Roofing Services, Inc. A copy of the estimate is attached hereto and incorporated herein as Administrative Complaint Exhibit 2.

8. At all times material Respondent authorized the repairs to the roof of the Subject Property.

9. Respondent failed to disclose to the Buyer that the roof of the Subject Property was leaking and had been repaired.

10. Respondent failed to disclose all material facts that materially affect the value of a residential property which were

not readily observable to the Buyer.

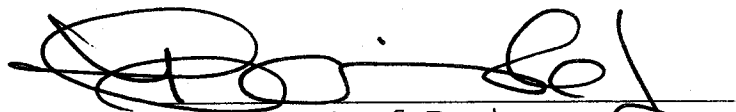
COUNT ONE

Based upon the foregoing, Respondent is guilty of failure to make disclosure regarding agency as required by Section 475.278(2), Florida Statutes and, therefore, in violation of Section 475.25(1)(q), Florida Statutes.

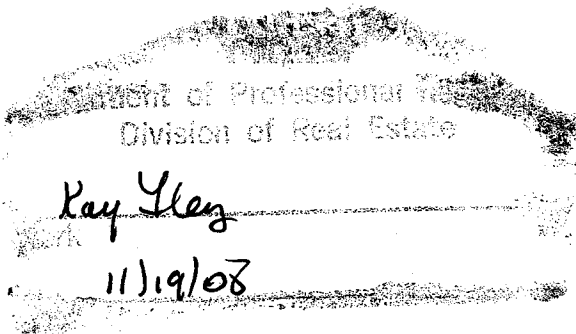
WHEREFORE, Petitioner respectfully requests the Florida Real Estate Commission, or the Department of Business and Professional Regulation, as may be appropriate, to issue a Final Order as final agency action finding the Respondent(s) guilty as charged. The penalties which may be imposed for violation(s) of Chapter 475 of the Florida Statutes, depending upon the severity of the offense(s), include: revocation of the license or registration or permit; suspension of the license, registration or permit for a period not to exceed ten (10) years, imposition of an administrative fine of up to \$5,000 for each count or offense; imposition of investigative costs; issuance of a reprimand; imposition of probation subject to terms including, but not limited to, requiring the licensee, registrant or permittee to complete and pass additional real estate education courses; publication; or any combination of the foregoing which may apply. See Section 475.25(1), Florida Statutes and Florida Administrative Code Rule 61J2-24.001. The penalties which may be imposed for violation(s)

of Chapter 455 of the Florida Statutes, depending upon the severity of the offense(s), include: revocation of the license, registration, or permit; suspension of the license, registration, or permit for a period not to exceed ten (10) years; imposition of an administrative fine of up to \$5,000 for each count or offense; imposition of investigative costs; issuance of a reprimand; imposition of probation subject to terms including, but not limited to, requiring the licensee, registrant, or permittee to complete and pass additional real estate education courses; publication; restriction of practice; injunctive or mandamus relief; imposition of a cease and desist notice; or any combination of the foregoing which may apply. See Section 455.227, Florida Statutes and Florida Administrative Code Rule 61J2-24.001.

SIGNED this 18 day of November, 2008.



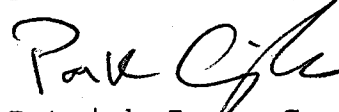
Department of Business and
Professional Regulation
Thomas O'Bryant, Jr.
Director, Division of Real Estate



Department of Professional Regulation
Division of Real Estate

Kay Yley
11/19/08

ATTORNEY FOR PETITIONER



Patrick James Cunningham
Senior Attorney
Florida Bar N° 469221
Division of Real Estate
Department of Business and
Professional Regulation,
Legal Section - Suite N 801
Hurston Bldg. North Tower
400 West Robinson Street
Orlando, Florida 32801-1757
(407) 481-5632
(407) 317-7260 FAX

/k

PCP: JDR/HF 11/08

NOTICE TO RESPONDENTS

PLEASE BE ADVISED that mediation under Section 120.573 of the Florida Statutes, is not available for administrative disputes involving this type of agency action.

PLEASE BE FURTHER ADVISED that pursuant to this Administrative Complaint you may request, within the time allowed by law, a hearing to be conducted in this matter in accordance with Sections 120.569 and 120.57 of the Florida Statutes; that you have the right, at your option and expense, to be represented by counsel or other qualified representative in this matter; and that you have the right, at your option and expense, to take testimony, to call and cross-examine witnesses, and to have subpoena and subpoena duces tecum issued on your behalf if a formal hearing is requested.

PLEASE BE FURTHER ADVISED that if you do not file an Election of Rights form or some other responsive pleading with the Petitioner within twenty-one (21) days of receipt of this Administrative Complaint, the Petitioner will file with the Florida Real Estate Commission a motion requesting an informal hearing and entry of an appropriate Final Order which may result in the suspension or revocation of your real estate license or registration. Please see the enclosed Explanation of Rights and Election of Rights form.

World Class Roofing Services, Inc. DBA World Class Maintenance Inc.

(A)

A Complete Property Maintenance & Home Improvement Company

Licensed & Insured, CCC0022500

4111 Louis Ave. Suite 14, Holiday, FL 34691

727-934-5668 or 800-719-5315 Fax 1-800-653-0394

PROPOSAL SUBMITTED TO:	ATT. CHRIS SAXER GARY OSBORNE	PHONE CHRIS 560-8228	DATE June 14, 2007
STREET	8040 N SUNRISE LAKES DR.	JOB NAME	GARY OSBORNE
CITY, STATE, AND ZIP	BLDG. 26 APT 104 SUNRISE, FL 33322	JOB LOCATION	3831 SAIL DR. NEW PORT RICHEY, FL 34652
	REPAIR ESTIMATE	FAX PHONE	375-5099

We hereby propose to furnish materials and labor necessary for the completion of:

REMOVE EXISTING ROOF COVERING TO BARE WOOD IN A 10' X 10' AREA OVER DINING ROOM.
REPLACE BAD WOOD AS NEEDED, INSTALL MODIFIED TORCH DOWN SYSTEM OVER SAME AREA.

CEMENT AND MEMBRANE 6" X 30' AREA ALONG EVE DRIP ON FRONT.

- ALL PERMITS
- CLEAN UP AND MAGNET JOB SITE FOR NAILS.
- HAUL AWAY ALL DEBRIS.
- 1 YEAR WORKMANSHIP WARRANTY.

ALL WORK TO BE DONE IN ACCORDANCE WITH ALL LOCAL AND SOUTHEASTERN BUILDING CODES.
WORK HOURS ARE CONSIDERED FROM DAWN TO DUSK.

PLEASE CHECK THIS FIELD IF YOU ARE PROVIDING MATERIALS AND LABOR SERVICES

WE PROPOSE hereby to furnish material and labor - complete accordance with above specifications, for the sum of

SEVEN HUNDRED TWENTY FIVE dollars \$ **725.00**

Payment to be made as follows: **UPON COMPLETION**

All material is guaranteed to be as specified. All work to be completed in a substantial workmanship manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to fire, tornado and other necessary insurances. We are fully covered by Workman's Compensation Insurance.

Authorized Signature _____

Note: This proposal may be withdrawn by us if not accepted within _____ days

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

DATE OF ACCEPTANCE _____

Signature _____

ADMINISTRATIVE COMPLAINT

EXHIBIT # 2

EXHIBIT 1
PAGE 15



LAW OFFICES OF
JEFFREY A. HERZOG, P.A.
EXCELLENCE INTEGRITY QUALITY

(727) 789-4000 TELEPHONE
(727) 789-4002 FAX
www.jherzoglaw.com

February 11, 2008

Ms. Jessica Hurak
Investigation Specialist II
Division of Real Estate
400 West Robinson Street, Suite N801
Orlando, Florida 32801

DIVISION OF REAL ESTATE

FEB 14 2008

COMPLIANCE
RECEIVED BY KJM

RE: #2008004032/Saxer

Dear Ms. Hurak:

In response to your letter dated January 23, 2008, please find enclosed all requested documents.

If you require any further documentation, or have any questions or concerns regarding the above-referenced documents, please do not hesitate to contact our office.

Sincerely,

Jeffrey A. Herzog, Esquire

Encl.
cc: Leon Ausburn

JAH:sw

EXHIBIT 1
PAGE 17

Residential Sale and Purchase Contract

FLORIDA ASSOCIATION OF REALTORS®



1. SALE AND PURCHASE: OSBORNE GARY EUGENE & OSBORNE ALBERT LEE ("Seller")
and LEE FULLMURCHKING FULLER FULLMURCH ("Buyer")

agree to sell and buy on the terms and conditions specified below the property described as:
Address: 3831 JAIL DR NEW PORT RICHEY, FL 34652-5734

Legal Description: BENCON SQUARE UNIT 19 MB, PG 94, Lot 2328, OR 7172
County: PASCO
Tax ID No: 24-26-15-0540-00002-3280

together with all improvements and attached items, including fixtures, built-in furnishings, built-in appliances, ceiling fans, light fixtures, attached wall-to-wall carpeting, rods, draperies and other window coverings. The only other items included in the purchase are:

The following attached items are excluded from the purchase:

The real and personal property described above as included in the purchase is referred to as the "Property." Personal property listed in this Contract is included in the purchase price, has no contributory value and is being left for Seller's convenience.

PRICE AND FINANCING

2. PURCHASE PRICE: \$ 127,500.00 payable by Buyer in U.S. currency as follows:

(a) \$ 0 Deposit received (checks are subject to clearance) _____ by _____ for _____ ("Escrow Agent")
Signature _____ Name of Company _____

(b) \$ _____ Additional deposit to be made by _____ or _____ days from Effective Date.

(c) 80% 1st MORT Total Financing (see Paragraph 3 below) (express as a dollar amount or percentage)

(d) \$20% 2nd MORT Other: _____

(e) \$ 0 Balance to close (not including Buyer's closing costs, prepaid items and prorations). All funds paid at closing must be paid by locally drawn cashier's check, official bank check, or wired funds.

3. FINANCING: (Check as applicable) (a) Buyer will pay cash for the Property with no financing contingency.

(b) This Contract is contingent on Buyer qualifying for and obtaining (1) and/or (2) below (the "Financing") by _____ (if left blank then Closing Date or within 30 days from Effective Date, whichever occurs first) ("Financing Period");

(1) A commitment for new conventional FHA VA financing for \$ _____ or _____ % of the purchase price (plus any applicable PMI, MIP, VA funding fee) at the prevailing interest rate and loan costs (if FHA or VA, see attached addendum).

(2) Approval for Seller financing or assumption of mortgage (see attached addendum).

Buyer will apply for Financing within _____ days from Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial and other information required by the lender. Either party may cancel this Contract if (i) Buyer, after using diligence and good faith, cannot obtain the Financing within the Financing Period or cannot meet the terms of the commitment by the Closing Date, or (ii) the Financing is denied because the Property appraises below the purchase price and either Buyer elects not to proceed or the parties are unable to renegotiate the purchase price. Upon cancellation, Buyer will return all Seller-provided title evidence, surveys and association documents and Buyer's deposit(s) will be returned after Escrow Agent receives proper authorization from all interested parties.

CLOSING

4. CLOSING DATE; OCCUPANCY: This Contract will be closed and the deed and possession delivered on 7/30/2007 ("Closing Date"), unless extended by other provisions of this Contract. The Property will be swept clean and Seller's personal items removed on or before Closing Date. If on Closing Date insurance underwriting is suspended, Buyer may postpone closing up to 5 days after the insurance suspension is lifted.

5. CLOSING PROCEDURE; COSTS: Closing will take place in the county where the Property is located and may be conducted by electronic means. If title insurance insures Buyer for title defects arising between the title binder effective date and recording of Buyer's deed, closing agent will disburse at closing the net sale proceeds to Seller and brokerage fees to Broker as per Paragraph 19. In addition to other expenses provided in this Contract, Seller and Buyer will pay the costs indicated below.

(a) Seller Costs: Seller will pay taxes and surtaxes on the deed and recording fees for documents needed to cure title; certified, confirmed and ratified special assessment liens and, if an improvement is substantially completed as of Effective Date, an amount equal to the last estimate of the assessment; up to _____ % (1.5% if left blank) of the purchase price for repairs to warranted items ("Repair Limit"); and up to _____ % (1.5% if left blank) of the purchase price for wood-destroying organism treatment and repairs ("Termite Repair Limit"); Other: _____

Buyer [Signature] and Seller [Signature] acknowledge receipt of a copy of this page, which is Page 1 of 6 Pages.

PAR. 6 MAY 1998 © 2000 Florida Association of Realtors® All Rights Reserved

ADMINISTRATIVE COMPLAINT
EXHIBIT # 1 EXHIBIT 4
PAGE 1 OF 1 PAGE 59

58 (b) Buyer Costs: Buyer will pay taxes and recording fees on notes and mortgages; recording fees on the deed and financing
59 statements; loan expenses; pending special assessment liens; lender's title policy; inspections; survey; flood insurance;
60 Other: _____

61 (c) Title Evidence and Insurance: Check (1) or (2):

62 (1) Seller will provide a Paragraph 10(a)(1) owner's title insurance commitment as title evidence. Seller Buyer will
63 select the title agent. Seller Buyer will pay for the owner's title policy, search, examination and related charges.
64 Each party will pay its own closing fees.

65 (2) Seller will provide title evidence as specified in Paragraph 10(a)(2). Seller Buyer will pay for the owner's title
66 policy and select the title agent. Seller will pay fees for title searches prior to closing, including tax search and lien
67 search fees, and Buyer will pay fees for title searches after closing (if any), title examination fees and closing fees.

68 (d) Prorations: The following items will be made current (if applicable) and prorated as of the day before Closing Date: real
69 estate taxes, interest, bonds, assessments, association fees, insurance, rents and other current expenses and revenues of
70 the Property. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with
71 adjustment for exemptions and improvements. Buyer is responsible for property tax increases due to change in ownership.

72 (e) Tax Withholding: Buyer and Seller will comply with the Foreign Investment in Real Property Tax Act, which may require
73 Seller to provide additional cash at closing if Seller is a "foreign person" as defined by federal law.

74 (f) Home Warranty: Buyer Seller N/A will pay for a home warranty plan issued by _____ at a
75 cost not to exceed \$_____. A home warranty plan provides for repair or replacement of many of a home's mechanical
76 systems and major built-in appliances in the event of breakdown due to normal wear and tear during the agreement period.

77 **PROPERTY CONDITION**

78 6. INSPECTION PERIODS: Buyer will complete the inspections referenced in Paragraphs 7 and 8(a)(2) by _____
79 _____ (within 10 days from Effective Date if left blank) ("Inspection Period"); the wood-destroying organism inspection by
80 _____ (prior to closing, if left blank); and the walk-through
81 inspection on the day before Closing Date or any other time agreeable to the parties.

82 7. REAL PROPERTY DISCLOSURE: Seller represents that Seller does not know of any facts that materially affect the value of
83 the Property, including violations of governmental laws, rules and regulations, other than those that Buyer can readily observe
84 or that are known by or have been disclosed to Buyer.

85 (a) Energy Efficiency: Buyer acknowledges receipt of the Florida Building Energy-Efficiency Rating System brochure. If this is a
86 new home, the builder's FL-EPL card is attached as an addendum.

87 (b) Radon Gas: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient
88 quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and
89 state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be
90 obtained from your county public health unit. Buyer may, within the Inspection Period, have an appropriately licensed person
91 test the Property for radon. If the radon level exceeds acceptable EPA standards, Seller may choose to reduce the radon
92 level to an acceptable EPA level, failing which either party may cancel this Contract.

93 (c) Flood Zone: Buyer is advised to verify by survey, with the lender and with appropriate government agencies which flood
94 zone the Property is in, whether flood insurance is required and what restrictions apply to improving the Property and rebuilding
95 in the event of casualty. If the Property is in a Special Flood Hazard Area or Coastal High Hazard Area and the buildings are built
96 below the minimum flood elevation, Buyer may cancel this Contract by delivering written notice to Seller within 20 days from
97 Effective Date, failing which Buyer accepts the existing elevation of the buildings and zone designation of the Property.

98 (d) Homeowners' Association: If membership in a homeowners' association is mandatory, an association disclosure
99 summary is attached and incorporated into this Contract. **BUYER SHOULD NOT SIGN THIS CONTRACT UNTIL
100 BUYER HAS RECEIVED AND READ THE DISCLOSURE SUMMARY.**

101 8. MAINTENANCE, INSPECTIONS AND REPAIR: Seller will keep the Property in the same condition from Effective Date until
102 closing, except for normal wear and tear ("maintenance requirement") and repairs required by this Contract. Seller will provide
103 access and utilities for Buyer's inspections. Buyer will repair all damages to the Property resulting from the inspections and
104 return the Property to its pre-inspection condition. If Seller is unable to complete required repairs or treatments prior to
105 closing, Seller will give Buyer a credit at closing for the cost of the repairs Seller was obligated to make. Seller will assign all
106 assignable repair and treatment contracts to Buyer at closing.

107 (a) Warranty, Inspections and Repair:

108 (1) Warranty: Seller warrants that non-leased major appliances and heating, cooling, mechanical, electrical, security,
109 sprinkler, septic and plumbing systems, seawall, dock and pool equipment, if any, are and will be maintained in working
110 condition until closing; that the structures (including roofs) and pool, if any, are structurally sound and watertight; and
111 that any open permits for the Property have been closed out and final inspections will be obtained before the Closing
112 Date. Seller does not warrant and is not required to repair cosmetic conditions, unless the cosmetic condition resulted
113 from a defect in a warranted item. Seller is not obligated to bring any item into compliance with existing building code
114 regulations unless necessary to repair a warranted item. "Working condition" means operating in the manner in which
115 the item was designed to operate and "cosmetic conditions" means aesthetic imperfections that do not affect the

114 Buyer _____ and Seller _____ acknowledge receipt of a copy of this page, which is Page 2 of 6 Pages.

ADMINISTRATIVE COMPLAINT EXHIBIT 4
EXHIBIT # 1 PAGE 60
PAGE 2 OF _____

115 working condition of the item, including pitted marcite; missing or torn screens other than missing pool cage or screen
116 room screens; fogged windows; tears, worn spots and discoloration of floor coverings/wallpapers/window treatments;
117 nail holes, scratches, dents, scrapes, chips and caulking in bathroom ceiling/walls/flooring/tile/fixtures/mirrors; and
118 minor cracks in floor tiles/windows/driveways/sidewalks/pool decks/garage and patio floors.

119 (2) Professional Inspection: Buyer may have warranted items inspected by a person who specializes in and holds an
120 occupational license (if required by law) to conduct home inspections or who holds a Florida license to repair and maintain
121 the items inspected ("professional inspector"). Buyer must, within 5 days from the end of the Inspection Period, deliver
122 written notice of any items that are not in the condition warranted and a copy of the inspector's written report, if any, to
123 Seller. If Buyer fails to deliver timely written notice, Buyer waives Seller's warranty and accepts the items listed in
124 subparagraph (a) in their "as is" conditions, except that Seller must meet the maintenance requirement.

125 (3) Repair: Seller is obligated only to make repairs necessary to bring warranted items into the condition warranted, up
126 to the Repair Limit. Seller may, within 5 days from receipt of Buyer's notice of items that are not in the condition
127 warranted, have a second inspection made by a professional inspector and will report repair estimates to Buyer. If the
128 first and second inspection reports differ and the parties cannot resolve the differences, Buyer and Seller together will
129 choose, and equally split the cost of, a third inspector, whose written report will be binding on the parties. If the cost to
130 repair warranted items equals or is less than the Repair Limit, Seller will have the repairs made in a workmanlike manner
131 by an appropriately licensed person. If the cost to repair warranted items exceeds the Repair Limit, either party may
132 cancel this Contract unless either party pays the excess or Buyer designates which repairs to make at a total cost to
133 Seller not exceeding the Repair Limit and accepts the balance of the Property in its "as is" condition.

134 (b) Wood-Destroying Organisms: "Wood-destroying organism" means arthropod or plant life, including termites, powder-post
135 beetles, oldhouse borers and wood-decaying fungi, that damages or infests seasoned wood in a structure, excluding fences.
136 Buyer may, at Buyer's expense and prior to closing, have the Property inspected by a Florida-licensed pest control business to
137 determine the existence of past or present wood-destroying organism infestation and damage caused by infestation. If the
138 inspector finds evidence of infestation or damage, Buyer will deliver a copy of the inspector's written report to Seller within 5
139 days from the date of the inspection. Seller is not obligated to treat the Property if all the following apply (i) there is no visible live
140 infestation, (ii) the Property has previously been treated, and (iii) Seller transfers a current full treatment warranty to Buyer at
141 closing. Otherwise, Seller will have 5 days from receipt of the inspector's report to have reported damage estimated by a
142 licensed building or general contractor and corrective treatment estimated by a licensed pest control business. Seller will have
143 treatments and repairs made by an appropriately licensed person at Seller's expense up to the Termite Repair Limit. If the cost
144 to treat and repair the Property exceeds the Termite Repair Limit, either party may pay the excess, failing which either party may
145 cancel this Contract. If Buyer fails to timely deliver the inspector's written report, Buyer accepts the Property "as is" with regard
146 to wood-destroying organism infestation and damage, subject to the maintenance requirement.

147 (c) Walk-through Inspection: Buyer may walk through the Property solely to verify that Seller has made repairs required
148 by this Contract and has met contractual obligations. No other issues may be raised as a result of the walk-through
149 inspection. If Buyer fails to conduct this inspection, Seller's repair and maintenance obligations will be deemed fulfilled.

150 9. RISK OF LOSS: If any portion of the Property is damaged by fire or other casualty before closing and can be restored within
151 45 days from the Closing Date to substantially the same condition as it was on Effective Date, Seller will, at Seller's expense,
152 restore the Property and the Closing Date will be extended accordingly. If the restoration cannot be completed in time, Buyer
153 may accept the Property "as is" with Seller assigning the insurance proceeds for the Property to Buyer at closing, failing which
154 either party may cancel this Contract.

155 TITLE

156 10. TITLE: Seller will convey marketable title to the Property by statutory warranty deed or trustee, personal representative or
157 guardian deed as appropriate to Seller's status.

158 (a) Title Evidence: Title evidence will show legal access to the Property and marketable title of record in Seller in accordance with
159 current title standards adopted by the Florida Bar, subject only to the following title exceptions, none of which prevent residential
160 use of the Property: covenants, easements and restrictions of record; matters of plat; existing zoning and government
161 regulations; oil, gas and mineral rights of record if there is no right of entry; current taxes; mortgages that Buyer will assume; and
162 encumbrances that Seller will discharge at or before closing. Seller will, prior to closing, deliver to Buyer Seller's choice of one of
163 the following types of title evidence, which must be generally accepted in the county where the Property is located (specify in
164 Paragraph 5(c) the selected type). Seller will use option (1) in Palm Beach County and option (2) in Miami-Dade County.

165 (1) A title insurance commitment issued by a Florida-licensed title insurer in the amount of the purchase price and
166 subject only to title exceptions set forth in this Contract.

167 (2) An existing abstract of title from a reputable and existing abstract firm (if firm is not existing, then abstract must be
168 certified as correct by an existing firm) purporting to be an accurate synopsis of the instruments affecting title to the
169 Property recorded in the public records of the county where the Property is located and certified to Effective Date.
170 However, if such an abstract is not available to Seller, then a prior owner's title policy acceptable to the proposed
171 insurer as a base for reissuance of coverage. Seller will pay for copies of all policy exceptions and an update in a format
172 acceptable to Buyer's closing agent from the policy effective date and certified to Buyer or Buyer's closing agent,
173 together with copies of all documents recited in the prior policy and in the update. If a prior policy is not available to
174 Seller then (1) above will be the title evidence. Title evidence will be delivered no later than 10 days before Closing Date.

175 (b) Title Examination: Buyer will examine the title evidence and deliver written notice to Seller, within 5 days from receipt of
176 title evidence but no later than closing, of any defects that make the title unmarketable. Seller will have 30 days from

177 Buyer [Signature] and Seller [Signature] acknowledge receipt of a copy of this page, which is Page 3 of 6 Pages.

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178 receipt of Buyer's notice of defects ("Curative Period") to cure the defects at Seller's expense. If Seller cures the defects
179 within the Curative Period, Seller will deliver written notice to Buyer and the parties will close the transaction on Closing
180 Date or within 10 days from Buyer's receipt of Seller's notice if Closing Date has passed. If Seller is unable to cure the
181 defects within the Curative Period, Seller will deliver written notice to Buyer and Buyer will, within 10 days from receipt of
182 Seller's notice, either cancel this Contract or accept title with existing defects and close the transaction.
183 (c) Survey. Buyer may, prior to Closing Date and at Buyer's expense, have the Property surveyed and deliver written notice to
184 Seller, within 5 days from receipt of survey but no later than closing, of any encroachments on the Property, encroachments by the
185 Property's improvements on other lands or deed restriction or zoning violations. Any such encroachment or violation will be treated
186 in the same manner as a title defect and Buyer's and Seller's obligations will be determined in accordance with subparagraph (b)
187 above. If any part of the Property lies seaward of the coastal construction control line, Seller will provide Buyer with an affidavit or
188 survey as required by law delineating the line's location on the property, unless Buyer waives this requirement in writing.

MISCELLANEOUS

189
190 **11. EFFECTIVE DATE; TIME:** The "Effective Date" of this Contract is the date on which the last of the parties initials or signs the
191 latest offer. Time is of the essence for all provisions of this Contract. All time periods will be computed in business days (a
192 "business day" is every calendar day except Saturday, Sunday and national legal holidays). If any deadline falls on a Saturday,
193 Sunday or national legal holiday, performance will be due the next business day. All time periods will end at 5:00 p.m. local
194 time (meaning in the county where the Property is located) of the appropriate day.

195 **12. NOTICES:** All notices will be made to the parties and Broker by mail, personal delivery or electronic media. Buyer's failure
196 to deliver timely written notice to Seller, when such notice is required by this Contract, regarding any contingencies will
197 render that contingency null and void and the Contract will be construed as if the contingency did not exist.

198 **13. COMPLETE AGREEMENT:** This Contract is the entire agreement between Buyer and Seller. Except for brokerage
199 agreements, no prior or present agreements will bind Buyer, Seller or Broker unless incorporated into this Contract.
200 Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound. Signatures,
201 initials, documents referenced in this Contract, counterparts and written modifications communicated electronically or on paper
202 will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or
203 attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable,
204 all remaining provisions will continue to be fully effective. This Contract will not be recorded in any public records.

205 **14. ASSIGNABILITY; PERSONS BOUND:** Buyer may not assign this Contract without Seller's written consent. The terms
206 "Buyer," "Seller," and "Broker" may be singular or plural. This Contract is binding on the heirs, administrators, executors,
207 personal representatives and assigns (if permitted) of Buyer, Seller and Broker.

DEFAULT AND DISPUTE RESOLUTION

208
209 **15. DEFAULT:** (a) **Seller Default:** If for any reason other than failure of Seller to make Seller's title marketable after diligent effort, Seller
210 fails, refuses or neglects to perform this Contract, Buyer may choose to receive a return of Buyer's deposit without waiving the right
211 to seek damages or to seek specific performance as per Paragraph 16. Seller will also be liable to Broker for the full amount of the
212 brokerage fee. (b) **Buyer Default:** If Buyer fails to perform this Contract within the time specified, including timely payment of all
213 deposits, Seller may choose to retain and collect all deposits paid and agreed to be paid as liquidated damages or to seek specific
214 performance as per Paragraph 16; and Broker will, upon demand, receive 50% of all deposits paid and agreed to be paid (to be
215 split equally among cooperating brokers) up to the full amount of the brokerage fee.

216 **16. DISPUTE RESOLUTION:** This Contract will be construed under Florida law. All controversies, claims and other matters in
217 question arising out of or relating to this transaction or this Contract or its breach will be settled as follows:

218 (a) **Disputes concerning entitlement to deposits made and agreed to be made:** Buyer and Seller will have 30 days from the
219 date conflicting demands are made to attempt to resolve the dispute through mediation. If that fails, Escrow Agent will
220 submit the dispute, if so required by Florida law, to Escrow Agent's choice of arbitration, a Florida court or the Florida Real
221 Estate Commission. Buyer and Seller will be bound by any resulting settlement or order.

222 (b) **All other disputes:** Buyer and Seller will have 30 days from the date a dispute arises between them to attempt to
223 resolve the matter through mediation, failing which the parties will resolve the dispute through neutral binding arbitration
224 in the county where the Property is located. The arbitrator may not alter the Contract terms or award any remedy not
225 provided for in this Contract. The award will be based on the greater weight of the evidence and will state findings of fact
226 and the contractual authority on which it is based. If the parties agree to use discovery, it will be in accordance with the
227 Florida Rules of Civil Procedure and the arbitrator will resolve all discovery-related disputes. Any disputes with a real
228 estate licensee named in Paragraph 19 will be submitted to arbitration only if the licensee's broker consents in writing to
229 become a party to the proceeding. This clause will survive closing.

230 (c) **Mediation and Arbitration; Expenses:** "Mediation" is a process in which parties attempt to resolve a dispute by
231 submitting it to an impartial mediator who facilitates the resolution of the dispute but who is not empowered to impose a
232 settlement on the parties. Mediation will be in accordance with the rules of the American Arbitration Association ("AAA") or
233 other mediator agreed on by the parties. The parties will equally divide the mediation fee, if any. "Arbitration" is a process in
234 which the parties resolve a dispute by a hearing before a neutral person who decides the matter and whose decision is
235 binding on the parties. Arbitration will be in accordance with the rules of the AAA or other arbitrator agreed on by the

236 Buyer (_____) and Seller (_____) (_____) acknowledge receipt of a copy of this page, which is Page 4 of 6 Pages.

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237 parties. Each party to any arbitration will pay its own fees, costs and expenses, including attorneys' fees, and will equally
238 split the arbitrators' fees and administrative fees of arbitration.

239 **ESCROW AGENT AND BROKER**

240 17. **ESCROW AGENT:** Buyer and Seller authorize Escrow Agent to receive, deposit and hold funds and other items in escrow and,
241 subject to clearance, disburse them upon proper authorization and in accordance with the terms of this Contract, including
242 disbursing brokerage fees. The parties agree that Escrow Agent will not be liable to any person for misdelivery of escrowed items to
243 Buyer or Seller, unless the misdelivery is due to Escrow Agent's willful breach of this Contract or gross negligence. If Escrow Agent
244 interpleads the subject matter of the escrow, Escrow Agent will pay the filing fees and costs from the deposit and will recover
245 reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in
246 favor of the prevailing party. All claims against Escrow Agent will be arbitrated, so long as Escrow Agent consents to arbitrate.

247 18. **PROFESSIONAL ADVICE; BROKER LIABILITY:** Broker advises Buyer and Seller to verify all facts and representations that
248 are important to them and to consult an appropriate professional for legal advice (for example, interpreting contracts,
249 determining the effect of laws on the Property and transaction, status of title, foreign investor reporting requirements, etc.) and
250 for tax, property condition, environmental and other specialized advice. Buyer acknowledges that Broker does not reside in the
251 Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or public records
252 unless Broker indicates personal verification of the representation. Buyer agrees to rely solely on Seller, professional inspectors
253 and governmental agencies for verification of the Property condition, square footage and facts that materially affect Property
254 value. Buyer and Seller respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by
255 Broker and Broker's officers, directors, agents and employees in connection with or arising from Buyer's or Seller's misstatement
256 or failure to perform contractual obligations. Buyer and Seller hold harmless and release Broker and Broker's officers, directors,
257 agents and employees from all liability for loss or damage based on (1) Buyer's or Seller's misstatement or failure to perform
258 contractual obligations; (2) Broker's performance, at Buyer's and/or Seller's request, of any task beyond the scope of services
259 regulated by Chapter 475, F.S., as amended, including Broker's referral, recommendation or retention of any vendor; (3) products
260 or services provided by any vendor; and (4) expenses incurred by any vendor. Buyer and Seller each assume full responsibility for
261 selecting and compensating their respective vendors. This paragraph will not relieve Broker of statutory obligations. For purposes
262 of this paragraph, Broker will be treated as a party to this Contract. This paragraph will survive closing.

263 19. **BROKERS:** The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." Seller and Buyer
264 acknowledge that the brokerage(s) named below are the procuring cause of this transaction. **Instruction to Closing Agent:** Seller
265 and Buyer direct closing agent to disburse at closing the full amount of the brokerage fees as specified in separate brokerage
266 agreements with the parties and cooperative agreements between the brokers, unless Broker has retained such fees from the
267 escrowed funds. In the absence of such brokerage agreements, closing agent will disburse brokerage fees as indicated below.

268 CHRISTINE SAXEL GARY L. GRAY
269 Real Estate Licensee Real Estate Licensee
270 CENTURY 21 PALM REALTY MAINLANDS LAKES REALTY INC.
271 Broker / Brokerage fee: (\$ or % of Purchase Price) Broker / Brokerage fee: (\$ or % of Purchase Price)
272 PER MLS PER MLS

273 **ADDENDA AND ADDITIONAL TERMS**

274 20. **ADDENDA:** The following additional terms are included in addenda and incorporated into this Contract (check if applicable):

- 275 A. Condo. Assn. G. New Mort. Rates M. Housing Older Persons S. Sale of Buyer's Property
- 276 B. Homeowners' Assn. H. As Is w/Right to Inspect N. Unimproved/Ag. Prop. T. Rezoning
- 277 C. Seller Financing I. Self-Inspections O. Interest-Bearing Account U. Assignment
- 278 D. Mort. Assumption J. Insulation Disclosure P. Back-up Contract V. Prop. Disclosure Stmt.
- 279 E. FHA Financing K. Pre-1978 Housing Stmt. (LBP) Q. Broker - Pers. Int. in Prop. Other _____
- 280 F. VA Financing L. Flood Insurance Req'd. R. Rentals Other _____

281 21. **ADDITIONAL TERMS:** SELLER AGREES TO CONTRIBUTE 6% OF SALE PRICE
282 TOWARDS BUYERS CLOSING COST & PREPAID
283 _____
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285 _____
286 _____
287 _____
288 _____
289 _____
290 _____

291 Buyer [Signature] and Seller _____ acknowledge receipt of a copy of this page, which is Page 5 of 6 Pages.

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EXCELLENCE INTEGRITY QUALITY

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(727) 789-4002 FAX
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February 11, 2008

Ms. Jessica Hurak
Investigation Specialist II
Division of Real Estate
400 West Robinson Street, Suite N801
Orlando, Florida 32801

DIVISION OF REAL ESTATE

FEB 14 2008

COMPLIANCE
RECEIVED BY Kjm

RE: #2008004032/Saxer

Dear Ms. Hurak:

In response to your letter dated January 23, 2008, please find enclosed all requested documents.

If you require any further documentation, or have any questions or concerns regarding the above-referenced documents, please do not hesitate to contact our office.

Sincerely,

Jeffrey A. Herzog, Esquire

Encl.
cc: Leon Ausburn

JAH:sw

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