FILED

Department of Business and Professional Regulation

Deputy Agency Clerk

2011-03119

Brandon Nichols Date 5/10/2011

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

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

Petitioner,

vs.

Case No. 10-7449PL FDBPR Case No. 2007013246

ALIX ALDONIS,

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 March 15, 2011, in Orlando, Orange County, Florida, for the purpose of considering Administrative Law Judge JOHN D.C. NEWTON, II'S Recommended Order in the above styled case. A copy of said Recommended Order is attached hereto and incorporated herein as Exhibit "A."

Respondent was not present, and was not represented by counsel. The Petitioner was represented by Nicole McLaren, Esquire, Attorney for the Department of Business and

Page 1 of 5

Professional Regulation, Division of Real Estate, Orlando,
Orange County, Florida. The Commission was represented by Tom
Barnhart, Special Counsel, 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 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 Alix
Aldonis 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 22 day of April , 2011, by the Florida Real Estate Commission.

by Juana C. Watkins

Acting 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 John D.C. Newton, II, Administrative Law Judge, Division of Administrative Hearings, The Desoto Building, 1230 Apalachee Parkway,

Tallahassee, Florida 32399-3060; Alix Aldonis, 1739 N.W. 80th

Avenue, Margate, Florida 33063; and by inter-office mail to Tom

Barnhart, Special Counsel, Office of the Attorney General, PL
01, The Capitol, Tallahassee, Florida 32399-1050, and Nicole

McLaren, Esquire, 400 West Robinson Street, Suite N801, Orlando,

Florida 32801 on this day of May, 2011.

Carada Milliana

STATE OF FLORIDA DIVISION OF ADMINISTRATIVE HEARINGS

DEPARTMENT OF BUSINESS AND)		
PROFESSIONAL REGULATION,)		
DIVISION OF REAL ESTATE,)		
)	Case No.	10-7449PL
Petitioner,)		
)		
VS.)		
)		
Alix Aldonis,)		
)		
Respondent.)		
)		

RECOMMENDED ORDER

Administrative Law Judge, John D. C. Newton, II, of the Division of Administrative Hearings, heard this case, as noticed, on November 12, 2010, by video teleconference at sites in Fort Lauderdale and Tallahassee, Florida.

APPEARANCES

For Petitioner: Nicole McLaren, Senior Attorney

Division of Real Estate
Department of Business and
Professional Regulation

400 West Robinson Street, Suite N801

Orlando, Florida 32801

For Respondent: Alix Aldonis, pro se

1739 Northwest 80th Avenue Margate, Florida 33063

STATEMENT OF THE ISSUES

The issues in this case are:

- 1. Did the Respondent, Alix Aldonis (Mr. Aldonis), commit fraud; misrepresentation; concealment; false promises; false pretense; dishonest dealings by trick, scheme or device, culpable negligence; or breach of trust in a business transaction by: (a) misrepresenting the sales price of real estate in a sale and purchase contract, (b) misrepresenting a commission amount in a sales and purchase contract, and (c) misrepresenting receipt by an escrow agent of a \$5,000 deposit?
- 2. Did Mr. Aldonis fail to obtain and retain written confirmation from the escrow agent of delivery of the Buyer's funds for purchase of the property?

PRELIMINARY STATEMENT

The Petitioner, Florida Department of Business and Professional Regulation, Division of Real Estate (Department), issued a two-count Administrative Complaint (Complaint) against Mr. Aldonis on June 1, 2010. Mr. Aldonis disputed the facts alleged in the Complaint and requested a formal hearing. The Department referred the case to the Division of Administrative Hearings (DOAH) on August 12, 2010. DOAH scheduled the requested hearing for November 12, 2010. The undersigned conducted the hearing as scheduled.

The parties waived opening statements. The Department presented the testimony of Lawrence Ligonde, Cheryl Phen, and Jennifer North. It offered Exhibits one through six.

Mr. Aldonis did not object to the exhibits. All were received into evidence. Mr. Aldonis did not present evidence. The parties waived making closing arguments.

At the hearing's conclusion, the Department moved to extend the time period during which proposed recommended orders may be filed to thirty days after filing of the transcript.

Mr. Aldonis agreed. The motion was granted.

The court reporter filed the transcript on December 6, 2010. The Department filed a Proposed Recommended Order on December 27, 2010. Mr. Aldonis did not file a proposed recommended order.

FINDINGS OF FACT

- 1. The Department is the state agency charged with the licensing and regulation of the real estate industry in the State of Florida, under the authority of section 20.165, Florida Statutes (2010), and chapters 455 and 475, Florida Statutes (2010).
- 2. At all times material to this proceeding, the Department licensed Mr. Aldonis as a State of Florida real estate sales associate. He holds License Number SL-3117116, which is in effect until March 31, 2011.

- 3. At all times material to this proceeding, Total Stop, Inc., d/b/a Total Stop Real Estate (Total Stop Real Estate), contracted with Mr. Aldonis to affiliate with it as a sales associate. At all times material to this proceeding, Lawrence Ligonde, of Total Stop Real Estate, was the licensed real estate broker with whom Mr. Aldonis was affiliated. Mr. Ligonde did not employ Mr. Aldonis. Currently, Mr. Aldonis is affiliated with Tropical Springs Realty, Inc.
- 4. The agreement between Mr. Aldonis and Total Stop Real Estate did not provide for Total Stop Real Estate or Mr. Ligonde's receiving a percentage commission based on the price of sales that Mr. Aldonis made. Mr. Aldonis paid a flat fee of \$495 to be affiliated with Mr. Ligonde.
- 5. In 2006, Joseph Phen and Cheryl Phen listed a home that they owned, located at 3500 S.W. Viceroy Street, Port St. Lucie, Florida, for sale. They listed the property for \$330,000.

 Ms. Phen was a real estate sales broker. She was the listing agent for the property.
- 6. Mr. Aldonis represented a buyer in the sale of the Viceroy Street property. The buyer, Manuela Celestin, signed a Residential Sale and Purchase Contract for the property on August 2, 2006. Mr. and Ms. Phen signed the contract on August 3, 2006. They also initialed each page.

- 7. The contract set forth a purchase price of \$272,000. The contract also indicated that the buyer was providing a \$5,000 deposit. Mr. Aldonis sent Ms. Phen a copy of the contract and a copy of a deposit check by facsimile transmission. The record does not reveal the sequence of contract signing, contract transmission, check transmission, the date of the check transmission, or whether the contract was transmitted more than once to Ms. Phen.
- 8. Due to conversations with Ms. Augustine at Premier Choice Title & Escrow, the escrow agent identified in the contract, Ms. Phen grew concerned about whether the deposit had been placed in escrow. She spoke to Ms. Augustine about her concerns. Ms. Phen also told Mr. Aldonis she was concerned that the deposit check may not have been deposited in an escrow account.
- 9. After the conversation, Mr. Aldonis sent Ms. Phen a copy of a check payable to Total Stop Real Estate from Charassard & Associates, P.A., for \$5,000. "Phen/Celestin" is written in the "Memo" section of the check. The check bears the date August 6, 2006. Persuasive evidence does not establish if this was a copy of a second check or another copy of the check Mr. Aldonis transmitted earlier.

- 10. Ms. Phen requested and received a copy of the Residential Sale and Purchase contract from the title company. The first page of this copy listed the sale price as \$330,000.
- 11. Although Ms. Phen testified about two HUD closing statements, the Department did not offer a copy of a HUD closing statement into evidence.
- 12. The sale of the property occurred. The closing sale price was \$272,000.
- 13. The Department entered a second copy of the contract signed by the Phens and Ms. Celestin into evidence. The first page of the second contract reflected a sales price of \$330,000. The initials at the bottom of the first page are not the initials of the Phens. The rest of the contract is identical to the contract signed by the Phens on August 3, 2006. Nothing in either contract provides for a four percent commission to be paid to any person or entity.
- 14. There is no persuasive evidence indicating who created the second contract or how the title company obtained it.
- 15. Mr. Ligonde testified that the contract with the higher purchase price "looks like" the one Mr. Aldonis provided him. The contracts "look" the same. Only a very close examination would identify the differences in the initials on the first page. The difference in amounts is more obvious, but

it still requires a reading of the contract, not just looking at it, to note the different amount.

- 16. Mr. Ligonde did not testify that the second contract entered into evidence came from his files. He also did not provide any information about how files are maintained at his business or who has access to them. He did not know when the contract arrived at his office or how. In addition,

 Mr. Ligonde's statement that a document "looks like" one provided him by Mr. Aldonis does not equate to testimony that the document is in fact the document Mr. Aldonis provided.
- 17. At some point in the transaction, the employees of Mr. Ligonde's office, the employees of a title insurance company, and the employees of a mortgage broker had possession and control of the sales contract or a copy of it. The Department did not present credible, persuasive evidence that ruled out any of those individuals having created the new page one with the \$330,000 sales price.

CONCLUSIONS OF LAW

- 18. The Division of Administrative Hearings has jurisdiction over the subject matter and the parties to this action in accordance with sections 120.569 and 120.57(1), Florida Statutes (2010).
- 19. The Department seeks to take disciplinary action against Mr. Aldonis. It bears the burden of proving the

Complaint's allegations by clear and convincing evidence. <u>Dep't</u> of Banking & Fin. v. Osborne Stern & Co., 670 So. 2d 932 (Fla. 1996); Ferris v. Turlington, 510 So. 2d 292 (Fla. 1987).

20. As stated by the Florida Supreme Court:

[C]lear and convincing evidence requires that the evidence must be found to be credible; the facts to which the witnesses testify must be distinctly remembered; the testimony must be precise and explicit and the witnesses must be lacking in confusion as to the facts in issue. The evidence must be of such weight that it produces in the mind of the trier of fact a firm belief or conviction, without hesitancy, as to the truth of the allegations sought to be established.

<u>In re Henson</u>, 913 So. 2d 579, 590 (Fla. 2005) (quoting <u>Slomowitz</u> v. Walker, 429 So. 797, 800 (Fla. 4th DCA 1983)).

21. Count I of the Complaint charges Mr. Aldonis with violating section 475.25(1)(b), Florida Statutes (2006). That section, among other things, makes fraud, misrepresentation, concealment, false promises, false pretenses, negligence, or breach of trust in any business transaction a disciplinary offense. The Department maintains that Mr. Aldonis committed the offense by (1) misrepresenting the sales price of the Viceroy Street house in the second sales and purchase contract, (2) misrepresenting in the second contract that Mr. Ligonde would receive a four percent commission based on a sales price of \$330,000 instead of a sales price of \$272,000, and (3)

misrepresenting that the escrow agent had received the \$5,000 deposit.

- 22. Clear and convincing evidence established that someone created a second first page for the contract showing a sales price of \$330,000. Clear and convincing evidence also established that someone other than Mr. and Ms. Phen initialed the new first page. But there was no clear and convincing evidence that Mr. Aldonis was the person who created the page with the \$330,000 price or that he was the person who wrote the Phens' initials on that page.
- 23. There is no direct evidence that Mr. Aldonis changed the first page. The circumstantial evidence does not support a finding that Mr. Aldonis made the change.
- 24. The evidence does not credibly establish where the second contract that was received into evidence came from or who changed it. The facts show that individuals working for at least three different businesses had the opportunity to make the change. These facts do not support a conclusion that of all the individuals with an opportunity to change the contract,

 Mr. Aldonis was the person who changed it.
- 25. Neither version of the contract represents that an employer of Mr. Aldonis or any other person or entity would receive a four percent commission.

- Mr. Aldonis misrepresented placing the \$5,000 deposit with an escrow agent. The only evidence on this subject is Ms. Phen's testimony about a conversation with a title company representative and an e-mail from the representative. It is hearsay that would not be admissible over objection in a civil proceeding. The hearsay evidence is not sufficient to support a finding of fact. Wark v. Home Shopping Club, 715 So. 2d 323, 324 (Fla. DCA 2d 1998). In addition, the testimony and e-mail by themselves are not clear and convincing evidence that Mr. Aldonis did not submit the deposit.
- 27. Count II charges Mr. Aldonis with violating section 475.25(1)(e), Florida Statutes (2006) by violating the 2006 version of Florida Administrative Code Rule 61J2-14.008. That rule created definitions of "deposit," "trust account," "escrow account," and "immediately." The definition of "trust" or "escrow" account included the following provision.

When escrow funds are placed with a title company or an attorney, the licensee shall indicate on the sales contract the name and address of said entity. The licensee shall obtain and retain written verification of said deposit upon delivery of the funds to the title company or attorney.

Fla. Admin. Code R. 61J2-14.008(2)(b).

28. Assuming, without deciding, that a rule definition alone can create a disciplinary offense, Count II fails for

simple lack of proof. There is no clear and convincing evidence that Mr. Aldonis did not obtain and retain written verification of depositing the \$5,000 with a title company or attorney.

- 29. In its Proposed Recommended Order, the Department argues for the first time that Mr. Aldonis committed a disciplinable offense by not including the address of the escrow agent, Premier Title Company, in the contract. The Complaint does not allege that Mr. Aldonis did not include the address of the escrow agent in the contract. Count II does not assert failure to include the address as a basis for discipline. Count II asserts only failure to obtain and retain written verification of depositing the \$5,000 with a title company or attorney as a basis for discipline.
- 30. An agency may not base disciplinary action against a licensee on conduct never alleged in an administrative complaint or similar pleading. Cottrill v. Dep't of Ins., 685 So. 2d 1371, 1372 (Fla. 1st DCA 1996). Just as in Cottrill, the Complaint here refers to the statute and rule relied upon. But, just as in Cottrill, the Complaint does not allege the act or omission the Department now relies upon to support disciplinary action.
- 31. The evidence does not create a firm or unhesitating conviction that Mr. Aldonis committed any of the offenses charged.

RECOMMENDATION

Upon consideration of the facts found and conclusions of law reached, it is RECOMMENDED that the Florida Real Estate Commission enter a Final Order dismissing the Administrative Complaint.

DONE AND ENTERED this 2nd day of February, 2011, in Tallahassee, Leon County, Florida.

John D. C. Newton, II
Administrative Law Judge
Division of Administrative Hearings
The DeSoto Building

John DC Newton H

1230 Apalachee Parkway
Tallahassee, Florida 32399-3060
(850) 488-9675 SUNCOM 278-9675
Fax Filing (850) 921-6847
www.doah.state.fl.us

Filed with the Clerk of the Division of Administrative Hearings this 2nd day of February, 2011.

ENDNOTE

Paragraph 26(b) of the Administrative Complaint refers to a sales price of \$337,000. This appears to be scrivener's error. The rest of the Administrative Complaint and the evidence establish that the second contract reflected a sales price of \$330,000.

COPIES FURNISHED:

Nicole McLaren, Senior Attorney
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Department of Business and
Professional Regulation
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Hurston Building-North Tower, Suite N801
Orlando, Florida 32801

Alix Aldonis 1739 Northwest 80th Avenue Margate, Florida 33063

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Department of Business and
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Hurston Building-North Tower, Suite N801
Orlando, Florida 32801

Reginald Dixon, General Counsel
Department of Business and
Professional Regulation
Northwood Centre
1940 North Monroe Street
Tallahassee, Florida 32399-0792

NOTICE OF RIGHT TO SUBMIT EXCEPTIONS

All parties have the right to submit written exceptions within 15 days from the date of this Recommended Order. Any exceptions to this Recommended Order should be filed with the agency that will issue the Final Order in this case.

STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

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

Petitioner,

v.

DBPR Case No. 2007013246

Alix Aldonis,

Respondent.

ADMINISTRATIVE COMPLAINT

The Department of Business and Professional Regulation ("Petitioner") files this Administrative Complaint before the Florida Real Estate Commission against Alix Aldonis. ("Respondent") and alleges:

- Petitioner is the state agency charged with regulating the practice of real estate pursuant to Section 20.165, Florida Statutes, and Chapters 120, 455, and 475, of the Florida Statutes.
- At all times material to this Complaint, Respondent was licensed as a real estate sales associate in the State of Florida, having been issued license number 3117116.
- At all times material to this Complaint, Respondent was licensed with Total Stop Inc., d/b/a Total Stop Real Estate, a real estate corporation,
- 4. Respondent's broker at Total Stop Real Estate was Lawrence Ligonde.

5. At present Respondent is duly licensed with Tropical Springs Realty Inc., a licensed real estate corporation.

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- 6. Respondent's address of record is 1739 NW 80th Ave.,
 Margate, Florida 33063.
- 7. On or about August 3, 2006, Respondent, on behalf of Manuela Celestino (Buyer), negotiated a sales and purchase contract with Cheryl Pearl & Joseph Phen (Sellers) for a property known as 3510 SW Viceroy St., Port Saint Lucie, Florida (Subject Property) for \$272,000.
- 8. Respondent represented in the sales and purchase contract for the Subject Property to having received from Buyer on August 3, 2006, a deposit of \$5,000.
- 9. Respondent represented in the sales and purchase contract for the Subject Property delivering to Premier Choice Title & Escrow (Escrow Agent) the Buyer's \$5,000 deposit.
- 10. A copy of the sales and purchase contract is attached as Administrative Complaint Exhibit 1.
- 11. In reliance on Respondent's representation in the sales and purchase contract for the Subject Property, the Sellers signed the contract.
- 12. On or about August 21, 2006, Nelda Augustin, from

 Premiere Choice Title & Escrow, confirmed to Cheryl Phen the nonreceipt of the Buyer's \$5,000 escrow deposit.

13. A copy of the communication from Nelda Augustin, on behalf of the Escrow Agent, is attached as Administrative Complaint Exhibit 2.

- 14. On or about November 9, 2007, Respondent's brokers Lawrence Lijonde, delivered a copy of the broker's business records for the sale and purchase of the Subject Property to Petitioner's Investigator.
- 15. Respondent's broker affirmed that the documents contained in the broker's business records were provided by Respondent.
- 16. Respondent represented to Respondent's broker in the second sales and purchase contract that Seller agreed to sell the Subject Property to Buyer for \$330,000.
- 17. Respondent represented in the second sales and purchase contract for the Subject Property that One Stop Realty was entitled to a commission equal to 4% of the sales price of \$330,000.
- 18. A copy of the second sales and purchase contract is attached as Administrative Complaint Exhibit 3.
- 19. The Sellers' signatures on the second sales and purchase contract were fraudulent.
- 20. Respondent delivered to Respondent's broker, Lawrence Lijonde, a copy of the Settlement Statement for the sale of the Subject Property for \$330,000.

21. The Sellers' signatures on the Settlement Statement showing the sale of the Subject Property for \$330,000 were fraudulent.

- 22. Respondent's employer received a commission of \$10,880 representing 4% of the true sales price of the Subject Property for \$272,000.
- 23. A copy of the check paying a commission to Respondent's employer for the sales of the Subject Property is attached as Administrative Complaint Exhibit 4.

Count One

- 24. Petitioner realleges and incorporates by reference the allegations set forth in paragraphs one (1) through twenty-three (23) as if fully set forth herein.
- 25. Section 475.25(1)(b), Florida Statutes, subjects a real estate licensee to discipline for committing fraud, misrepresentation, concealment, false promises, false pretenses, dishonest dealings by trick, scheme or devise, culpable negligence, or breach of trust in any business transaction.
- 26. As set forth above, Respondent committed fraud, misrepresentation, concealment, false promises, false pretenses, dishonest dealings by trick, scheme or devise, culpable negligence, or breach of trust in any business transaction, in one or more of the following ways:
 - a. By misrepresenting the sales price in the second sale and purchase contract for the Subject Property.

b. By misrepresenting in the second sales and purchase contract that Respondent's employer would receive a 4% commission of \$337,000 when the real commission was based on the true sales price of \$272,000.

- c. By misrepresenting in the second sales and purchase contract that the Seller agreed to sell the Subject Property for \$330,000.
- d. By misrepresenting in the original sale and purchase contract that the Escrow Agent was in receipt of the Buyer's \$5,000 deposit.
- 27. Based on the foregoing, Respondent violated Section 475.25(1)(b), Florida Statutes, by committing fraud, misrepresentation, concealment, false promises, false pretenses, dishonest dealings by trick, scheme or devise, culpable negligence, or breach of trust in any business transaction when he misappropriated funds which were entrusted to him for placement in trust accounts.

Count Two

- 28. Petitioner re-alleges and incorporates by reference the allegations set forth in paragraphs one (1) through twenty-three (23) as if fully set forth herein.
- 32. Section 475.25(1)(e), Florida Statutes, subjects a licensee to discipline for violating any of the provisions of Chapter 475 or any lawful order or rule made or issued under the provisions of Chapters 455 or 475.

33. Rule 61J2-14.008, Florida Administrative Code (2006), states:

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"When escrow funds are placed with a title company or an attorney, the licensee shall indicate on the sales contract the name and address of said entity. The licensee shall obtain and retain written verification of said deposit upon delivery of the funds to the title company or attorney."

- 34. As set forth above, Respondent had the duty to secure and retain written confirmation from Premier Choice Title upon deliver of the Buyer's \$5,000 deposit; therefore, Respondent violated Section 475.25(1)(e), Florida Statutes, when he violated Rule 61J2-14.008, F.A.C., by failing to obtain and retain written confirmation from Escrow Agent upon deliver of the Buyer's funds for the purchase of the Subject Property.
- 35. Based on the foregoing, Respondent violated Section 475.25(1)(e), Florida Statutes, by violating Rule 61J2-14.008, F.A.C., when he failed to obtain and retain written confirmation from Escrow Agent upon deliver of the Buyer's funds for the purchase of the Subject property.

WHEREFORE, Petitioner respectfully requests the Florida Real Estate Commission enter an order imposing one or more of the following penalties: suspension or permanent revocation of Respondent(s) license(s), restriction of practice, imposition of an administrative fine, issuance of a reprimand, placement of Respondent(s) on probation, corrective action, assessment of costs related to the investigation and prosecution of the case,

FDBPR v. Alix Aldonis. Administrative Complaint

Case No. 2007013246

and any other relief that the Commission deems appropriate.

CONTROL OF A CONTROL OF THE CONTROL

SIGNED this day of June, 2010.

CHARLIE LIEM, Interim Secretary Department of Business and Professional Regulation

Department of Business & Professional Regulation By:

SIGNED Land L. Canada

DATE 6/110

Patrick James Cunningham
Assistant General Counsel
Florida Bar No. 469221
Department of Business and
Professional Regulation
Division of Real Estate
400 W. Robinson Street, N801
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(407) 481-5632 - Telephone

(407) 317-7260 - Facsimile

PCP Date: 5/17/2010 PCP MEMBERS: RM/PH FDBPR v. Alix Aldonis. Administrative Complaint

Case No. 2007013246

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.

Residential Sale and Purchase Contract FLORIDA ASSOCIATION OF REALTORS*

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ddress: <u>->5/0 56</u>	orms and conditions specified below the property described as:
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oya Doscipion. 112	Tex ID No: 3420-570-0867-
ogether with all improvements xtures, attached wall-to-wall xurchase are:	is and attached items, including fixtures, built-in furnishings, built-in appliances, ceiling fans, lig i carpeting, rods, draperies and other window coverings. The only other items included in the
The following attached items a	are excluded from the purchase:
The real and personal property in this Contract is included in th	described above as included in the purchase is referred to as the "Property." Personal property list ne purchase price, has no contributory value and is being left for Seller's convenience.
	PRICE AND FINANCING
2, PURCHASE PRICE:	\$ 272, 500 payable by Buyer in U.S. currency as follows:
(a) \$ 500 C	Deposit received (checks are subject to clearance)
/ -	Signature for DICOTICE TITLE CHUICE Escrow Agent
(b) \$	Additional deposit to be delivered to Escrow Agent by
(D) 4	ordays from Effective Date, (10 days if left blank)
(c) 70%s	Total financing (see Paregraph 3 below) (express as a dollar amount or percentage)
(d) \$ ·-	Other:
(a) \$ Balance	Balance to close (not including Buyer's closing costs, prepaid items and prorations). All funds pa
	at closing must be paid by locally drawn cashier's check, official bank check, or wired funds. oplicable) • (a) Buyer will pay cash for the Property with no financing contingency.
Buwer's creditworthiness (th	the financing specified in paragraph 2(c) at the prevailing interest rate and loan costs based the "Financing") within days from Effective Date (5 days if left blank) and provide Seller with the prevail left blank) and provide Seller with the prevail left blank).
("Commitment Period") F	Ringer will keen Seller and Broker fully informed about loan application status, progress a
Commitment legues and au	ithorizes the mortgage broker and lender to disclose all such information to Seller and Broker. Or
Russer provides the Commit	ifrment to Seller. the financing contingency is waived and Seller will be entitled to retain the depos
If the transaction closes not a	close by the Closing Date unless (1) the Property appraises below the purchase price and either t
parties cannot agree on a r	new purchase price or Buyer elects not to proceed, or (2) another provision of this Contract requi d. If Buyer , using diligence and good faith, cannot provide the Commitment within the Commitme
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4. CLOSING DATE; OCCU!	e terminated and Buyer's deposits refunded. CLOSING IPANCY: Unless extended by other provisions of this Contract, this Contract will be closed became Date's at the time established by the closing agent, by which time Saller will (a) have removed
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ADMINISTRATIVE COMPLAINT

EXHIBIT # 1 ZIZOZBEZZZ <<

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54"	and up to \$ or % (1.5% if left blank) of the purchase price for wood-destroying organism
55	treatment and repairs ("WDO Repair Limit"): Other:
56	(b) Buyer Costs: Buyer will pay taxes and recording fees on notes and mortgages; recording fees on the deed and financing
57*	statements; loan expenses; lender's title policy; inspections; survey; flood insurance; Other:
58	(c) Title Evidence and Insurance: Check (1) or (2):
52*	(1) The title evidence will be a Paragraph 10(a)(1) owner's title insurance commitment. U Seller U Buyer will select the title
60,	agent. Seller Buyer will pay for the owner's title policy, search, examination and related charges. Each party will
61	pay its own closing fees.
62*	Q/(2) Seller will provide an abstract as specified in Paragraph 10(a)(2) as title evidence. Q Seller & Buyer will pay for
63	the owner's title policy and select the title agent. Seller will pay fees for title searches prior to closing, including tax
84	search and lien search fees, and Buyer will pay fees for title searches after closing (if any), title examination fees and
65 66	closing fees.
67	(d) Prorations: The following items will be made current (if applicable) and prorated as of the day before Closing Date: real
68	estate taxes, interest, bonds, assessments, association fees, insurance, rents and other current expenses and revenues of the Property. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with
69	adjustment for exemptions and improvements. Buyer is responsible for property tax increases due to change in ownership.
70	(a) Special Assessment by Public Body: Regarding special assessments imposed by a public body, Setter will pay (i) the full
7 1	amount of liens that are certified, confirmed and ratified before closing and (ii) the amount of the last estimate of the assessment if
72	an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing, and Buyer will pay all
73	other amounts.
74	(f) Tax Withholding: Buyer and Seller will comply with the Foreign Investment in Real Property Tax Act, which may require
75	Seller to provide additional cash at closing if Seller is a "foreign person" as defined by federal law.
76*	(g) Home Warranty: D Buyer D Seller D N/A will pay for a home warranty plan issued byat a
77*	cost not to exceed \$, A home warranty plan provides for repair or replacement of many of a home's mechanical
78	systems and major built-in appliances in the event of breakdown due to normal wear and tear during the agreement period,
79	PROPERTY CONDITION
80*	6. INSPECTION PERIODS: Buyer will complete the inspections referenced in Paragraphs 7 and 8(a)(2) by
B1*	(within 10 days from Effective Date If left blank) ("Inspection Period"); the wood-destroying organism inspection
83	by
84°	day before Closing Date or any other time agreeable to the parties; and the survey referenced in Paragraph 10(c) by (at least 5 days prior to closing if left blank).
	· · · · · · · · · · · · · · · · · · ·
85 86	7. REAL PROPERTY DISCLOSURES: Seller represents that Seller does not know of any facts that materially affect the value
87	of the Property, including but not limited to violations of governmental laws, rules and regulations, other than those that Buyer can readily observe or that are known by or have been disclosed to Buyer. Seller will have all open permits (if any) closed out,
88	with final inspections completed, no later than 5 days prior to closing.
89	(a) Energy Efficiency: Buyer acknowledges receipt of the energy-efficiency information brochure required by Section 553,996,
9 Q	Florida Statutes,
91	(b) Radon Gas: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient
92 93	quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and
94 94	state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be
95	obtained from your county public health unit. Buyer may, within the inspection Period, have an appropriately licensed person test the Property for radon. If the radon level exceeds acceptable EPA standards, Seller may choose to reduce the radon
96	level to an acceptable EPA level, failing which either party may cancel this Contract.
97	(c) Flood Zone: Buyer is advised to verify by survey, with the lender and with appropriate government agencies which flood
98	zone the Property is in, whether flood insurance is required and what restrictions apply to improving the Property and rebuilding
99	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
100 101	below the minimum flood elevation. Buyer may cancel this Contract by delivering written notice to Seller within 20 days from
102	Effective Date, failing which Buyer accepts the existing elevation of the buildings and zone designation of the Property. (d) Homeowners' Association: If membership in a homeowners' association is mandatory, an association disclosure
103	summary is attached and incorporated into this Contract. BUYER SHOULD NOT SIGN THIS CONTRACT UNTIL
104	BUYER HAS RECEIVED AND READ THE DISCLOSURE SUMMARY.
105	(e) PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY
106	TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT
107	TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE
106 109	PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING
110	VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION. (f) Mold: Mold is part of the natural environment that, when accumulated in sufficient quentities, may present health risks to
111	susceptible persons. For more information, contact the county indoor air quality specialist or other appropriate professional.
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112*	Buyer (MS () and Setter (M) (Jp) acknowledge receipt of a copy of this page, which is Page 2 of 7 Pages.
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8. MAINTENANCE, INSPECTIONS AND REPAIR: Seller will keep the Property in the same condition from Effective Date until closing, except for normal wear and tear ("maintenance requirement") and repairs required by this Contract. Seller will provide access and utilities for Buyer's Inspections. Buyer will repair all damages to the Property resulting from the Inspections, return the Property to its pre-Inspection condition and provide Seller with paid receipts for all work done on Property upon its completion. If Seller, using best efforts, is unable to complete required repairs or treatments prior to closing, Seller will give Buyer a credit at closing for the cost of the repairs Seller was obligated to make. At closing, Seller will assignable repair and treatment contracts to Buyer and provide Buyer with paid receipts for all work done on the Property pursuant to the terms of this Contract.

(a) Warranty, Inspections and Repair:

- (1) Warranty: Seller warrants that non-leased major appliances and heating, cooling, mechanical, electrical, security, sprinkler, septic and plumbing systems, seawall, dock and pool equipment, if any, are and will be maintained in working condition until closing; that the structures (including roofs) and pool, if any, are structurally sound and waterlight; and that tom or missing pool cage and screen room screens and missing roof tiles will be replaced. Seller does not warrant and is not required to repair cosmetic conditions, unless the cosmetic condition resulted from a defect in a warranted item. Seller is not obligated to bring any item into compliance with existing building code regulations unless necessary to repair a warranted item. "Working condition" means operating in the manner in which the item was designed to operate and "cosmetic conditions" means aesthetic imperfections that do not affect the working condition of the item, including pitted marchte; missing or torn window screens; fogged windows; tears, worn spots and discoloration of floor coverings/wallpapers/window treatments; nail holes, scratches, dents, scrapes, chips and caulking in bathroom ceiling/walls/flooring/tile/fixtures/mirrors; cracked roof tiles; curling or worn shingles; and minor cracks in floor tiles/windows/driveways/sidewalks/pool decks/garage and patio floors.
- (2) Professional Inspection: Buyer may, at Buyer's expense, have warranted items inspected by a person who specializes in and holds an occupational license (if required by law) to conduct home inspections or who holds a Florida license to repair and maintain the Items inspected ("professional inspector"). Buyer must, within 5 days from the end of the Inspection Period, deliver written notice of any items that are not in the condition warranted and a copy of the inspector's written report, if any, to Seller. If Buyer falls to deliver timely written notice, Buyer waives Seller's warranty and accepts the items listed in subparagraph (a) in their "as is" conditions, except that Seller must meet the maintenance requirement. (3) Repair: Seller will obtain repair estimates and is obligated only to make repairs necessary to bring warranted items into the condition warranted, up to the Repair Limit. Seller may, within 5 days from receipt of Buyer's notice of items that are not in the condition warranted, have a second inspection made by a professional inspector and will report repair estimates to Buyer, if the first and second inspection reports differ and the parties cannot resolve the differences, Buyer and Seller together will choose, and equally split the cost of, a third inspector, whose written report will be binding on the parties. If the cost to repair warranted items equals or is less than the Repair Limit, Seller will have the repairs made in a workmanlike manner by an appropriately licensed person. If the cost to repair warranted items exceeds the Repair Limit, either party may cancel this Contract unless either party pays the excess or Buyer designates which repairs to make at a total cost to Seller not exceeding the Repair Limit and accepts the balance of the Property in its "as is" condition.
- (b) Wood-Destroying Organiams: "Wood-destroying organism" means arthropod or plant life, including termites, powder-post beetles, oldhouse borers and wood-decaying fungi, that damages or infests seasoned wood in a structure, excluding fences. Buyer may, at Buyer's expense and prior to closing, have the Property inspected by a Florida-licensed pest control business to determine the existence of past or present wood-destroying organism infestation and damage caused by infestation. If the inspector finds evidence of infestation or damage, Buyer will deliver a copy of the inspector's written report to Seller within 5 days from the date of the inspection. If Seller previously treated the Property for wood-destroying organisms, Seller does not have to treat the Property again if (i) there is no visible live infestation, and (ii) Seller transfers a current full treatment warranty to Buyer at closing. Otherwise, Seller will have 5 days from receipt of the inspector's report to have reported damage estimated by a licensed building or general contractor and corrective treatment estimated by a licensed pest control business. Seller will have treatments and repairs made by an appropriately licensed person at Seller's expense up to the WDO Repair Limit. If the cost to treat and repair the Property exceeds the WDO Repair Limit, either party may pay the excess, falling which either party may cancel this Contract by written notice to the other. If Buyer fails to timely deliver the inspector's written report, Buyer accepts the Property "as is" with regard to wood-destroying organism infestation and damage, subject to the maintenance requirement.
- (c) Walk-through Inspection: Buyer may walk through the Property solely to verify that Seller has made repairs required by this Contract and has met contractual obligations. No other issues may be raised as a result of the walk-through inspection, if Buyer fails to conduct this inspection, Seller's repair and maintenance obligations will be deemed fulfilled.
- 9. RISK OF LOSS: If any portion of the Property is damaged by fire or other casualty before closing and can be restored within
 45 days from the Closing Date to substantially the same condition as it was on Effective Date, Seller will, at Seller's expense,
 restore the Property and the Closing Date will be extended accordingly. Seller will not be obligated to replace trees. If the
 restoration cannot be completed in time, Buyer may accept the Property "as is", in which case with Seller will credit the
 deductible and assign the Insurance proceeds, if any, to Buyer at closing in such amounts as are (i) attributable to the Property
 and (ii) not yet expended in making repairs, failing which either party may cancel this Contract. If the Property is a
 condominium, this paragraph applies only to the unit and limited common elements appurtenant to the unit; if the Property is in
 a homeowners' association, this paragraph will not apply to common elements or recreation or other facilities.

174°	Buyer	MUL	_) and Se	#ter (()()) (()()) acknowled	ge receipt of a copy	of this page, which is Page 3 of 7 Pages.
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176 10. TITLE: Seller will convey marketable title to the Property by statutory warranty deed or trustee, personal representative or guardian deed as appropriate to Seller's status.

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

(1) A title insurance commitment issued by a Florida-licensed title insurer in the amount of the purchase price and

subject only to title exceptions set forth in this Contract.

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

(b) Title Examination: Buyer will examine the title evidence and deliver written notice to Seller, within 5 days from receipt of title evidence but no later than closing, of any defects that make the title unmarketable. Seller will have 30 days from receipt of Buyer's notice of defects ("Curative Period") to cure the defects at Seller's expense. If Seller cures the defects within the Curative Period, Seller will deliver written notice to Buyer and the parties will close the transaction on Closing 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 defects within the Curative Period, Seller will deliver written notice to Buyer and Buyer will, within 10 days from receipt of Seller's notice, either cancel this Contract or accept title with existing defects and close the transaction.

(c) Survey: Buyer may, at Buyer's expense, have the Property surveyed and deliver written notice to Seller, within 5 days from receipt of survey but no later than closing, of any encroachments on the Property, encroachments by the Property's improvements on other lands or deed restriction or zoning violations. Any such encroschment or violation will be treated in the same manner as a title defect and Buyer's and Seller's obligations will be determined in accordance with subparagraph (b) above, if any part of the Property lies seaward of the coastal construction control line, Seller will provide Buyer with an affidavit or survey as required by law

delineating the line's location on the property, unless Buyer waives this requirement in writing.

MISCELLANEOUS

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

12. NOTICES: All notices will be made to the parties and Broker by mail, personal delivery or electronic media. Buyer's failure to deliver timely written notice to Seller, when such notice is required by this Contract, regarding any contingencies will render that contingency mult and void and the Contract will be construed as if the contingency did not exist. Any notice, document or item given to or received by an attorney or Broker (including a transaction broker) representing a party will be as effective as if given to or by that party.

228 13. COMPLETE AGREEMENT: This Contract is the entire agreement between Buyer and Seller. Except for brokerage
220 agreements, no prior or present agreements will bind Buyer, Seller or Broker unless incorporated into this Contract.
221 Modifications of this Contract will not be binding unless in writing, signed or initialed and delivered by the party to be bound.
222 Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated electronically
223 or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms
224 inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or
225 unenforceable, all remaining provisions will continue to be fully effective. Buyer and Seller will use diligence and good faith in
226 performing all obligations under this Agreement. This Contract will not be recorded in any public records.

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

DEFAULT AND DISPUTE RESOLUTION

231 15. DEFAULT: (a) Seller Default: If for any reason other than failure of Seller to make Seller's title marketable after difigent effort, Seller 232 fails, refuses or neglects to perform this Contract, Buyer may choose to receive a return of Buyer's deposit without walving the right to 233 seek damages or to seek specific performance as per Paragraph 16. Seller will also be liable to Broker for the full amount of the 234 Buyer () and Seller () acknowledge receipt of a copy of this page, which is Page 4 of 7 Pages.

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APPLICATIVE COMPLAIND

brokerage fee. (b) Buyer Default: If Buyer fails to perform this Contract within the time specified, including timely payment of all deposits,

Seller may choose to retain and collect all deposits paid and agreed to be paid as liquidated damages or to seek specific performance as
per Paragraph 16; and Broker will, upon dermand, receive 50% of all deposits paid and agreed to be paid to be split equally among
cooperating brokers except when closing does not occur due to Buyer not being able to secure Financing after providing a Commitment,
which case Broker's portion of the deposits will go solely to the listing broker) up to the full amount of the brokerage fee.

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

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

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

(c) Mediation and Arbitration; Expenses: "Mediation" is a process in which parties attempt to resolve a dispute by submitting it to an impartial mediator who facilitates the resolution of the dispute but who is not empowered to impose a settlement on the parties. Mediation will be in accordance with the rules of the American Arbitration Association ("AAA") or other mediator agreed on by the parties. The parties will equally divide the mediation fee, if any, "Arbitration" is a process in which the parties resolve a dispute by a hearing before a neutral person who decides the matter and whose decision is blinding on the parties. Arbitration will be in accordance with the rules of the AAA or other arbitrator agreed on by the parties. Each party to any arbitration will pay its own fees, costs and expenses, including attorneys' fees, and will equally split the erbitrators' fees and administrative fees of arbitration.

ESCROW AGENT AND BROKER

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

18. PROFESSIONAL ADVICE; BROKER LIABILITY: Broker actives Buyer and Seller to verify all facts and representations that are important to them and to consult an appropriate professional for tegal advice (for example, interpreting contracts, determining the effect of laws on the Property and transaction, status of title, foreign investor reporting requirements, etc.) and for tex, property condition, environmental and other specialized advice. Buyer acknowledges that Broker does not reside in the Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or public records. Buyer agrees to rely solely on Seller, professional inspectors and governmental agencies for verification of the Property condition, square footage and facts that materially affect. Property value. Buyer and Seller respectively will pay all costs and expenses, including reasonable from Buyer's or Seller's misstatement or failure to perform contractual obligations. Buyer and Seller hold harmless and release Broker and Broker's officers, directors, agents and employees from all liability for loss or damage based on (1) Buyer's or Seller's request, of any text beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral, recommendation or retention of any vendor; (3) products or services provided by any vendor; and (4) expenses incurred by any vendor. Buyer and Seller each obligations. For purposes of this paragraph, Broker will be treated as a party to this Contract. This paragraph will not relieve Broker of statutory obligations. For purposes of this paragraph, Broker will be treated as a party to this Contract. This paragraph will not relieve Broker of statutory

19. BROKERS: The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." Instruction to Closing
Agent: Seller and Buyer direct closing agent to disburse at closing the full amount of the brokerage fees as specified in separate
brokerage agreements with the parties and cooperative agreements between the brokers, except to the extent Broker has
retained such fees from the escrowed funds. In the absence of such brokerage agreements, closing agent will disburse
brokerage fees as indicated below. This paragraph will not be used to modify any MLS or other offer of compensation made by
Seller or listing broker to cooperating brokers.

281* Buyer (MC) and Setter (M) acknowledge receipt of a copy of this page, which is Page 5 of 7 Pages. FAR-8 Rev. 10/04 C 2004 Rorida Association of REALTORS* All Rightle Reserved

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349 This is intended to be a lega	By binding contract, if not fully understood, seek the advice of an attorney prior to signing.
350	OFFER AND ACCEPTANCE
	received a written real property disclosure statement from Seller before making this Offer.)
	operty on the above terms and conditions. Unless this Contract is signed by Seller and a copy
	n, this offer will be revoked
354 and Buyer's deposit refunded	subject to clearance of funds.
356 Date: 88/02/06	= $(2n)$ $=$ $(2n)$ $=$ $(2n)$ $=$ $=$ $=$ $=$ $=$ $=$ $=$ $=$ $=$ $=$
	Print name: MANUELA CELETTA
356*	Print name:
357* Date:	Buyer:
sse Phone:	Print name:
959* Fax:	Address:
380° E-mail:	
381' Date: 8 3 06	Seller: CHERT PHEN
363" Date: 8-3-06 364" Phone:	
366° E-mail:	
	COUNTER OFFER/REJECTION (to accept the counter offer, Buyer must sign or initial the counter offered terms and deliver a copy ;00 p.m. on
	(The date on which the last party signed or initialed acceptance of the final offer.)
The Florida Association of Resurons and a say specific transaction. This standardize onter real estate inclustry and is not inten- loanses who are members of the Nation The copyright laws of the United States (17	r (M2) (decimal) acknowledge receipt of a copy of this page, which is Page 7 of 7 Pages. Docal Board/Association of Reatrons make no representation as to the legal validity or adequacy of any provision of this form in difform should not be used in complex transactions or with extensive riders or additions. This form is available for use by the ded to identify the user as a Reatron. Reatron is a regulared collective membership mark that may be used only by real estate at Association of Reatrons and who subscribe to its Code of Ethics. U.S. Code) tortaid the unauthorized reproduction of blank forms by any means including facsimile or computerized forms de Association of Reatrons. All Fughts Reserved.

AUMINISTRATIVE COMPLAINT

90° TOTAL STOP RECEEDED FOUR PE 90° Selling Seles Associator Louruse No. 3117116 Selling Firm/Brokerage Fee: \$5 or % of Purchaso Price) 470		FOUR PERCE
CHERYL PHEN sting Sales Associate/Liconse No.	LANDSTAR REALTY Listing Firm/Brokerage tee: \$ ur % of h	& ASSOCIATES Purchase Price)
ADDENDA AN	ID ADDITIONAL TERMS	
D. ADDENDA: The following additional terms are included in:		
I.A. Condo, Assn, QTH, As Is w/Right to Inspect I.B. Homeowners' Assn. QLL Inspections	U.O. Interest-Bearing Account U.P. Back-up Contract	Q: V. Prop. Disclosure Strnt. Q: W. FIRPTA
C. Seller Financing Li J. Insulation Disclosure	Q. Q. Broker - Pers. Int. in Prop.	□ X. 1031 Exchange
D. Mort. Assumption D. K. Pre-1978 Housing Stmt. (LBP)		Y. Additional Clauses
E. FHA Financing U.L. Insurance	Q S. Sale/Lease of Buyer's Property	C) Other
F. VA Financing M. Housing Older Persons	U.T. Rezoning	Other
I G. New Mort, Rates N. Unimproved/Ag. Prop.	ù U. Assignment	□ Other
1. ADDITIONAL TERMS:		
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Wall Control of the C		***************************************
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Ruyer (<u>H.C.) and Seller () (Y.P.)</u> acknowledge AR-8 Rev. 10/04 © 2004 Florida Association of Reators* A	receipt of a copy of this page, which is Pa & Alghts Reserved	
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	EXMIDIT #	

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1. 2.	The clauses below will be incorporated in and MANUELG (PLES 110)	to the Contract between	CHENTL PHEN 8 oncerning the Property de	JOSEPH PHEN (Seller)
3.	3510 SW WKERDY ST, P	DKT ST. LUCIE,		Only if initialed by all parties
4		PROPER		Only if wild also by all paintes:
5⁺	MUL 1-1 (ME NID) H. ASIS			raphs 6 and 8 of the Contract but
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12 13'	not usplace to the publish testified tour r	ist erzöckönölle sildi isilni.	the Property to its one in-	thertion condition Business
14	inspections of the Property. The inspection	(s) will be by a necess wh	O days from Effective Da	te if left blank) make any and all
15	by law), to conduct home inspections or a	who holds a Florida lice	o specializes in and noids : TSP to renoir and maintain	an occupational license (if required
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17"	The estimated cost of restricted also leber	is determined to de had	PRODUCTIVE THE PRODUCTION OF PRODUCTION	Man C
19	Cancellation to be effective. Buyer must inc	Dude in the written notice	A COOM of the inspector's v	Witton Honort If
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25		WILLIAM CHESTISC RECERORAL	THE TO HISTORY PUBLICATION AND A	us the day before Chairm Burn.
21 22	any other time agreeable to the parties, obligations. No other issues may be raised	walk intough the Propi	MTV SCIAN to varify that S	eller has fulfilled the contractual
53.	(MC) () - (MC) () I. Inspec		• •	
24"	(1) Self-Inspection: Buyer and Sel	ller scree that unlicense	d nemone including the	motion themselve -
25	THE INSPECTIONS (EXCEPT FOR BUYERS WE	000-destrovina organish	i ingopotioni nemitted ic	Darparmoh Q of the Control
26	Paragraph H of this Addengum, Howe	iver, if the inspection fin	2009 differ and the nortes	o comme massive the difference
27	contact and period to between Mill Cucose	and will equally split the	cost of, a professional ins	pector as defined in Paragraph 8
28	of the Contract whose report will be bin	ding on the parties.		
2 9 °	(2) Right to Cancel Based on In	spection Results: With	in the Inspection Period	Ordvided in Paragraph 8 of the
30	CONTROCK DUYER WAL AL DUYER'S SOIL	excense, complete any	"Clasifed inspections of the	to Desports in Adult!
31	reletenced in Paragraphs / and 8(a)(2).	If Suver is for any least	ritinados with a condito	n of the Procedure test of the state of
32 33	THE PROPERTY INSURED THE PROPERTY CAN	ice the contract by de	liverina written notice to .	Saller slope with a cook of the
34	Inspection results within 2 days from	tule end of the inspec	ition Period, and Buye r	will, at Buyer's sole expense,
36	Immediately repair all damage resulting this obligation will survive termination of the Contract This Contract	if the Contract if the C	is and restore the Proper	y to its pre-inspection condition;
36	specified in the Contract. This Paragn	anh does not modify a	r reniace the dancened, p	The Darries obligations remain as
37	Paragraph 9 of the Contract.	,	birrana i Aufa atia	congations of the parties under
36.	() () - ()() J. Insulatio	m Disclosure (New Horr	es Onivi: Insulation has h	sen or will be installed in the new
30	residence as Ideows:	·	.,	TO THE POPULATION OF THE PROPERTY OF THE PROPE
	Location	Type	<u>Thickness</u>	Manufacturer R-Value
	Interior Walls			
	Flat Ceiling Area Sloped Ceiling Area			
	Common Walts Between House & Garage			
45-	Exterior Walls			
45*	Other			
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			administra	TIVE COMPLAINT
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	FARA-8 Nev 10/04 © 2004 Florida Association		EX 版注 井上	TIVE COMPLAINT

Landstar Realty

From:

"Nelda Augustin" <naugustin@bellsouth.net>

and the second to the common of the common o

To:

"Landstar Realty" <landstarmtgre@bellsouth net>; <gsalgado@bellsouth.net>; cpremchoice@aol.com>
Monday, August 21, 2006 12.22 PM

Sent:

Subject:

RE SALE OF 3510 SW VICEROY ST., PSL,FL 34953

As the closing agent, up to date, we do not have escrow funds

From: Landstar Realty [mailto:landstarmtgre@bellsouth.net]

Sent: Monday, August 21, 2006 10:29 AM

To: naugustin@bellsouth.net; gsalgado@bellsouth.net; premchoice@aoi.com

Cc: landstarmtgre@bellsouth.net

Subject: SALE OF 3510 SW VICEROY ST., PSL,FL 34953

Importance: High

TO: Nelda Augustine or Gabriella Salgado Premiere Choice Title & Escrow

URGENT!

I am the seller and realtor for the sale of the property located at 3510 SW Viceroy St., Port St. Lucie, FL 34953. The buyer is Manuela Celestin and sellers are Cheryl Phen & Joseph Phen. The buyer's agent is Alex Aldonis of Total Stop Real Estate.

I spoke to Nelda on 8/3/06 requesting a copy of the escrow letter. She referred me to contact the office. I contacted the Premiere Choice Title & Escrow, but no one could find the file. I left a message for Nelda at the office to return my call. She never called me back. I contacted the office again on 8/15/06 and spoke to Gabriella She still does not have the file. I left a message again for Nelda, but she did not return my call again. I called and spoke to Gabriella on 8/18/06, she said that she just received the file and that she will fax me a copy of the escrow letter in the amount of \$5,000 from Manuela Celestin to me on 8/18/06.

Unfortunately, I still have not received the escrow letter after numerous efforts. According to the agent, Alex Aldonis, and Florida law, escrow money must be deposited as soon as possible. If I do not receive an escrow letter by today, 8/21/06, 1 PM, I will contact the proper legal authority for this matter.

Chervl Phen Landstar Realty & Mortgage Real Estate Broker & Principal Mortgage Broker (772) 240-2933 Fax (772) 382-0212

ADMINISTRATIVE	COMPLAINT
2	
EXHIBIT # 2	/ac
PAGE	CF

	Residential Sale and Purchase Contract	
1 2	and MANICELA COLONIA (MANICE)	("Seller")
3	agree to sell and buy on the terms and conditions excelled beautiful	("Buyer")
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5* 6*	Country 27 7 2 1	
7	LIGHT SENTEN IS LEK 106 V LE	77 71.2
8	together with all improvements and otherhood from Security Tex ID No: 3420 . 570.	000.7-00
3	hitures, attached well-to-wall carpeting, rods, drapeties and other window coverings. The only other items in purchase are:	ing tans, light
10		ciuded in the
12		
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14		
15	in this Contract is included in the purchase price, rise no contributing value and is being left for Seller's conventence.	roperty listed
18	PRICE AND FINANCING 2. PURCHASE PRICE: \$ 230,0000 parents by Broom to U.S.	
19	(a) \$ 5 co C Dopost received (chiefles are subject to clearly as follows:	
20°	for DRODING TELL	ьу
22	Alterna of Contract of Contrac	iow Agentrij .
23-		
24*	Cost in serior glees Paragraph 3 delow) (emuses see a delar enter at an acceptance)	
25° 26°		
27	construction and providing Buyer's closing costs, prepaid items and providings.	V funds poid
Ź5°	S. FINANCING: Chack as applicable of the Co.	funds.
281	To Buyer will exply for the financing specified in paragraph 2(e) at the previous rate and lean cost Buyer's credit worthiness (the "Financing") within the financing of the state and lean cost buyer's credit worthiness (the "Financing") within the financing of the state and lean cost buyer's credit worthiness (the "Financing") within the financing of the state and lean cost buyer's credit worthiness (the "Financing") within the state of the previous state and lean cost buyer's credit worthiness (the "Financing") within the state of the previous state and lean cost buyer's credit worthiness (the "Financing") within the state of the previous state and lean cost buyer's credit worthiness (the "Financing") within the state of the previous state of the previous state of the previous state and the state of the previous state and the previous st	
31"	Buyer's creditworthiness (the "Financing") within	is based on
ZZ;	written Financing commitment or approval latter ("Commitment") within \subsection Effective Date (5 days if left blank) and provide to ("Commitment Period"). Buyler will keep Seller and Ringer fells in subsection of the Seller and Ringer fells in Seller fell fell feller fells in Seller fells in Seller fells in Seller fell feller fell feller fell fell	if left trianta
33	Commitment issues and authorizes the marketon hands and any another about toan application status, pr	goress and
14	Buyer provides the Commitment to Saline the formation to Seller and Br	roker. Once
35 35	If the transaction does not close by the Closing Date unless (1) the Property appraises below the purchase price or parties cannot agree on a new purchase price or Buyer dents not to provide the purchase price or Buyer dents not to provide an analysis of the purchase price or Buyer dents not to provide an analysis of the purchase price or Buyer dents not to provide an analysis of the purchase price or Buyer dents not to provide an analysis of the purchase price or Buyer dents not to provide an analysis of the purchase price or buyer dents not to provide an analysis of the purchase price or buyer dents not to provide an analysis of the purchase price or buyer dents not to provide an analysis of the purchase price or buyer dents not to provide an analysis of the purchase price or buyer dents not to provide an analysis of the purchase price and the purchase price and the purchase price or buyer dents not to provide an analysis of the purchase price or buyer dents not to provide an analysis of the purchase price or buyer dents not to provide an analysis of the purchase price or buyer dents not to provide an analysis of the purchase price or buyer dents not to provide an analysis of the purchase price or buyer dents not to provide an analysis of the purchase price or buyer dents not to price or the purchase price or buyer dents not to price or the purchase price or buyer dents not to price or the purchase price or buyer dents not to price or the purchase price or buyer dents not to price or the purchase price or the pur	he deposits
35 17	parties cannot egree on a new purchase price or Buyer elects not to proceed, or (2) another provision of this Control the deposits to be returned. If Buyer, using discence and anot faith, cannot faith, cannot be the control to the	ozemerune. Act manufinee
ia.	the deposits to be returned. If Buyer, using diligence and good fath, cannot provide the Commitment within the Certain this Contract will be terminated and Buyer's deposits refunded.	ommitment
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•	CLOSING	
e f	4. CLOSING DATE: OCCUPANCY: Unless extended by other provisions of this Contract, this Contract will be	closed
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5	immediately return all Seller-provided title evidence, surveys, essociation documents and other items.	EUNOT WIL
; ;	5. CLOSING PROCETURE COSTS COMMUNICATION OF THE COSTS COSTS COMMUNICATION OF THE COSTS	
' 1	CLOSING PROCEDURIE, COSTS: Closing will take place in the county where the Property is located and may be cor mail or electronic means, if title insurance insures Survey for title defects arising between the who brightness.	iducted by
	of Birver's right closing proof will all the control of the contro	POTING.
	Paregreph 19. In addition to either present the black in the second to Seller and Diolograge tees to Broi	097 85 D97
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64	and up to \$ or
58	A THE OWNER OF THE PARTY OF THE
飾	(b) Buyer Costs: Buyer will pay lates and recording loss on notes and managers; recording tees on the deed and financing
57	statements; loan expenses; tender's title policy; inspections; survey; tional incurance; Other:
5 9 1	(c) Title Evidance and Insurance: Check (1) or (2):
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81 81	agent. O Selbar O Bulyer will pay for the owner's title policy, scorch, sugmiredon and metald charges. Each party will pay to own closing feen.
esi.	payor own closing will on abbrook to specified in Paragraph 10/al(2) on the ovicence. © Seller & Buyer will pay for
63	the owner's hits pointy and select the title agent. Select will pay fees for title searches payor to closing, including tax
84	seench and then seerch less, and Buyer will pay less for title searches after closing of any), title extention teer and
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缸	(d) Promitions: The (oldwing items will be made current (if applicable) and promition as of the day before Closing Date; real
त्र	estate targe, incomed, bonds, descentiones, sessionation toos, frequency, rents and other remort expenses and excounce of
ea -	The Property. If toxes and assessments for the current year cannot be determined, the previous years rates with be used with
50	exjustment for exemptions and improvements. Buyor is responsible for property tax increases due to change in ownership.
70 71	(4) Special Assessment by Public Body Poporting special assessments imposed by a public body, Selici will pay (1) the full amount of light that are calified, confirmed and relified before downg and (4) the amount of the last estimate of the assessment if
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74	If THE Williams Buyer and Select will corredy with the Foreign Investment in Real Property The Act, which year and
73	Soliter to provide existional cash at closing if Seller is a fictibility belson" as defined by federal law.
70	(d) Home Wernsthy: Q Buyer Q Salter Q N/A will pay for a home warranty plan issued by
79	cost not to exceed \$A home visitarity plan provides for repair or replacement of many of a home's mechanical systems and major built-in appliances in the event of breekdown due to normal wear and tear cluding the agreement period.
70	PROPERTY CONDITION
80°	8. INSPECTION PERIODS: Buyer will complete the hispections retearned in Paragraphs 7 and #lok(2) by
	by
80	day before Closing Date or any other time agreeable to the parties; and the survey referenced in Paragraph 10(c) by
941	or least 5 days prior to closing it left blerid.
80	7. REAL PROPERTY DISCLOSURES: Seller represents that Ballar does not know of any facts that meterially affect the value
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和	(a) Energy Efficiency: Buyer extremiedaes receipt of the energy-efficiency information brochuse required by Section 683,898, Mortals Sentutes.
ai.	riorus securius. (iv) Recon Gue: Recon is a neturally occurring radioactive gas that, when it nos accurrusted in a building in sufficient
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944 97	level to an acceptable EPA level, falling which eliter party may pancel this Contract. (c) Flood Zohie Buyer is advised to verify by curvey, with the tender and with appropriate government agencies which flood
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100	(d) Motherstrier: Association if memberatio in a nonsoymers association is manufators, an association delonque summery is estached and incorporated into this Contract, BUYER SHOULD NOT SIGN THIS CONTRACT UNTIL
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105	(a) PHOPERTY TAX DISCLOSURE SLAMARY REVER SHOULD NOT DELY ON THE SELL CARE OF BROCK PROPERTY
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ior Jäl	
109	PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAMES, IF YOU HAVE ANY QUESTIONS CONCERNING YALVARION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.
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111	susceptible persons. For more information, contact the county indoor or quality specialist or other appropriate professional.
	14.
	Buyer (C) and Seller (C) (Lyn) acknowledge recept of a copy of this page, which is Page 2 of 7 Pages. 70.0.4 Per 10.0.4 6 70.0.4 Florida, American of Rourous / 10 Rights Proported
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ADMINISTRATIVE COMPLAINT

The S. MAINTENANCE, #ISPECTIONS' sind PEPARE Seller will keep the Property in the same condition from Effective Date until 114 closing, except for normal wear and teer (meintenance real/arement) and repairs required by this Contract. Seller will provide 114 excepts and utilities for Buyer's importations. Buyer will repair all damages to the Property thesiding from the inspections, in return the Property to its pre-inspection condition and provide Seller with paid receipts for at work done on Property upon its 117 completion. If Selfer, using best efforts, is unable to complete with repair repairs or treatments prior to closing, Seller will give 114 Buyer a credit at closing for the cost of the repairs Seller was obligated to make. At closing, Seller will espiral a selfer will espiral to 114 and bestment contracts to Buyer and provide Buyer with paid receipts for all work done on the Property pursuant to the

(a) Warranty, asspections and Repute

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(3) Professional Inspection: Super may, at Buyer's expense, have warranted lights inspected by a person who apacitizes in end holds an ecu-pational Super may, at Buyer's expense, have warranted lights inspected by a person who apacitizes in end holds an ecu-pational Super Inspected ("professional impector"). Buyer must, within 5 days from the end of the inspection Portice, deliver written notice of any terms that are not in the condition warranted and a copy of the inspector's warrant stand a copy of the inspector's report, if any, to Seder, if Buyer less to deliver without notice, Buyer waives Seder's warranty and accepts the issue issed in subparagnent (ii) in their "se is" conditions, except that Seder must meet the maintenance equiverent. (2) Repeir Seder will obtain repeir estimates and is obligated only to make repeirs medicate the maintenance equiverent. (2) Repeir Seder will obtain repeir estimates and is obligated only to make repeirs medicate of Buyer's notice of terms and in the condition warranted, up to the Repeir Unit. Seder may, within 5 days from receipt of Buyer's notice of terms and in the condition warranted, have a secund inspection model by a professional inspector and will report receipt estimates to Buyer's and Seder together will choose, and equally solf the cost of, a third inspector, whose written report will be brinding on the parties. If the cost to repair warranted terms equals or is less than the Repair Limit. Seder will necessary the imper designates which repeirs to make at a total cost to Seder tot secessing the Repair Limit, either party may cancel this Contract unless either party pays the excess or Buyer designates which repeirs to make at a total cost to Seder tot secessing the Repair Limit and accepts the balance of

The Property in its less a concrition. By Wood-destroying organism? Incurs arthropod or plant (it), including termines powder-post bestes, definities bores and wood-destroying large, that demages or interest seasoned wood in a structure, excluding femosts, beginning the extraction of the extraction of past or present wood-destroying larges in the structure of the extraction of past or present wood-destroying larges in interested by a florida-destroying capacitant, if the destroying capacitant or present wood-destroying organism interested and demage caused by interestor, if the improcion finds address of interestion, if solder proviously treated the Property to record-destroying organisms, Goller does not have the Property again if it there is no visite the interested or a compart to have reported destroying organisms. Goller does not have to the time Property again if it there is no visite the interest of the inspector's report to have reported destroying a solder will have treatments and repair and comparity and comparity or destroying and repair the Property accounts the property accounts the property accounts the comparity in the cast and repair the Property accounts the other. If Buyer fails to they deliver the inspector's written report Buyer accepts the Property as it with regard to wood-destroying organism interesting and demage, subject to the maintenance requirement.

(c) Walk-through Inspection: Buyer may was through the Property solds to verify that Select to the maintenance requirement. Inspection if it is expected. This contract and has most confluent and demage or the first contractual obligations. No other tesses many be tilted on the best the desirable of the scaling the desirable.

nor 9. FISK OF LOSS; if any portion of the Property is demanded by one or other casualty before closing and can be restored within 15 days from the Closing Date to substantially the same benefition as a way on effective Date, Selfer will, at Selfer's expensive, as instant the Property and the Cooring Date will be statened accordingly. Selfer will not by obligated to replace treats are restoration carrier be completed in time, Buyer may accept the Property he is an unlich date with Selfer will order the detailable and assign the insurance proceeds. If any to Buyer of closing in such amounts as any 0 established to the Property and (i) not yet expended in malding repairs, buting which either party may cented the Confrest. If the Property is a condomination, this paragraph applies only to the unit and implied common elements apparatured to the unit, if the Property is a nonecologies.

174 Buyer (ML) ______ and Caller (M) (M) advisation receipt of a copy of this page, which is Puips 3 of 7 Pages.
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EXHIBIT #3

PAGE 3 OF _____

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175 176 18. TITLE: Sellier will convey marketable title to the Property by statutory warranty deed or trustee, personal representative or

guardist clead as appropriate to Selfer's status.

(in This Riddence: Title evidence will show legal excess to the Property and marketable title of record in Selfer in secondarios with the current title standards adopted by the Florida Sar, subject only to the following title exceptions, none of which prevent residential use of the Property: coverants, experients and restrictions of records matters of plat; subject configurations; dill ges end mineral rights of record if there is no right of entry, current takes montgeges that Buyer will assume, and consumers that such montgeges that Buyer will assume do an unknown as the Buyer selection of the county when the Property is located (specify in Pengraph Sid) in selected type). Select will use custom (1) in Pain Beach County and option (2) in Niemi-Dede County.

(1) A site insurance commitment issued by a Florida-Idensed little insurer in the amount of the purchase price and subject only to little exceptions sat forth in this Contract. (2) An existing assistant of title from a redutable and existing abstract firm (if firm is not existing, then equivale must be contined as correct by an existing firm) purporting to be an accurate synopsis of the instruments affecting title to the Property recorded in the public records of the county where the Property is located and cartified to Effective Date. However, it such an abstract is not available to Seller, then a prior owner's little policy acceptable to the proposed insurer as a best for reinsurance of coverage. Seller will pey for copies of ell policy eliceptions and an eposte in a format acceptable to Buyer's closing agent from the policy effective date and certified to Buyer or Buyer's closing agent, together with capies of all debuttents recited in the prior policy and in the update. If a prior policy is not available to Selfor then (1) above will be the title evidence. Title evidence will be delivered no later than 10 days before Clasing Date.

(a) Title Exemination: Buyer will exemine the title evidence and deliver written notice to Basic, which 5 days from receipt of title added to but no later than blocking, of any defects that make the title unmarketeble. Seller will have 30 days from receipt of Buyer's notice of distants ("Custive Period") to cure the defects at Seller's expense, it Seller cures the defects Within the Curative Period, Seller will deliver written notice to Buyer and the parties will disse the transaction on Closing Date or within 10 days from Buyer's receipt of Seller's notice if Closing Date has passed, if Seller is unbite to cure the defects within the Curative Period, Seller will define written notice to Buyer and Buyer will, within 10 days from receipt of Seller's notice, either cancel this Contract or accept title with entiting defects and close the transaction.

(c) Survey. Buyer may, at Buyer's expense, have the Property surveyed and debey within notice to Sellins, within 5 days from receipt of survey but no later than closing, of any encreachments on the Property encreachments by the Property's improvements. on other tends or deed restriction or zoning violetions. Any such encoed ment or violation will be treated in the same manner as a the dated and Buyer's and Selects obligations will be determined in accordance with subparagraph (b) shows if any part of the Property les seewed of the coestal construction control ine, Seller will provide Buyer with an affidavit or survey as required by law debreaking the linesh boostion on the property, unless Buyer variess this requirement in writing,

MECELLANEOUS

20. 11. EFFECTIVE DATE; TIME: The "Effective Date" of this Contract is the date on which the last of the parties while or eight the several contract. All time periods will be computed in buchess days (a 211 "Dualthees tidy" is every celendar day except Selunday. Sunday and national legal holidays), if any chaotine felts on a Saturday.

211 "Sunday or national legal holiday, performance will be due the next business legal holidays periods will end at 5;00 p.m., locality. 213 time (meaning in the county where the Property is located) of the appropriate day.

114 12. NOTICES: All notices will be made to the porties and Broker by mail, personal delivery or electronic media. Buyer's failure 214 to deliver trincip written roution to Bellon, when such notice is required by this Combact, reporting any confinements will remote that destingency real and void and the Contract will be construed as it the confinement of home given to or received by an attention or Broton (including a transaction broken representing a party will are be an effective as if given to or by that party.

200 13. COMPLETE AGREEMENTS This Contract is the entire agreement between Buyer and Selian. Except for brokenage 221 agreements, no prior or present agreements will brind Buyer, Selian or Broker unless incorporated into this Contract. 221 Modifications of this Contract will not be birding unless in writing, eighed or initially and delivered by the party to be bound. 222 Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated electronically see or on paper will be acceptable for of purposes, including delivery, and will be blyddigt, Håndwritten or typewritten terms in or paper will be acceptable for of purposes, including delivery, and will be blyddigt, Håndwritten or typewritten terms in any protection of this Contract is or becomes leveled or as unanforceable, all remaining protections will confine to be tuly effective. Buyer and Seller will use diligence and good faith in performing all obligations under this Agreement. This Contract will not be recorded in any public records.

227 14. ASSIGNABILITY: PERSONS BOUND; Suyer may not assign this Contract without Solien's written consent. The terms 226 "Buser," "Baller," and "Broker" may be singular or plane! This Contract is binding on the holes, administratore, assouting, 221 personal representatives and easigns (I permitted) of Buyer, Celler and Broker.

DEFAULT AND DISPUTE RESOLUTION

part 15. DEFAULT: (a) Seller Default: If for any repaid office than before of Seller to make Default tills marketable after disjoint effort, Seller 232 felds, tolkness or rangiscus to perform this Contract. Burger may choose to receive a rature of Burger's deposit without registry the right to 223 Seek demogras or to bush repetitio performance as per Paragraph 16. Seeler will see the label to Busker for the lub amount of the 224 Buyer [M.] | and Seeler (M.) | and seek demograph of a copy of this page, which is Page 4 of 7 Pages.

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ADMINISTRATIVE COMPLAINT EXHIBIT #

this brokenage fee, (b) Buyer Delba. Juyer tolts to perform this Convect within the time schools. Justing timely payment of all deposits, the Geller may choose to estain and collect all deposits peed in the spread to be paid as Equicited demandes or to deal aspectific performance as par Paragraph 16; and Broken will, upon demand, more 20% of all deposits paid and deposit to be paid for be soft equally among an cooperating incless except when dealing does not occur due to Bluyer but being able to secure Financing after providing a Commisment, as it which case Broken's portion of the deposits will go soldly to the being able to the amount of the brokenage fee. ins instange tee, (b) Buyer Date. 16. DISPUTE RESOLUTION: This Contract will be construed under Florida land All contracersies, claims and other methors in quantiting arising out of or relating to this transaction or this Contract or its breach will be settled as informe: satisfy out of or relating to this transaction or this Contract or its breach will be sented as inflows;

(ii) Disputes consorting emitteness to descent made and agreed to be reade. Beyon and Sellier will have 80 days from the date to religious consorting emitted to attempt to receive the dispute through mediation. If their fails, Escrew Agent with authorities of produce by Fordat less, to Eacher Agent) choice of etologism, a Forlist court or the Florida Real Espain Commission. Buyer and Sellier will be bound by any resulting owind, judgment or order, (ii) All other disputable. Buyer, and Sellier will have 30 days from the days a dispute artises between them to strengt to resolve the matter through mediation, falling which the period will need the dispute through needscion, falling which the period will not dispute through needscion, falling which the period will not dispute through needscion, falling which the period will not dispute through needscion, falling which the period and each the dispute through needscion. resolve the matter through mediation, failing which the person will enable the dispute through neutral binding arbitration in the county where the Property is boated. The arbitrator may not after the Contract terms or award will be bessed in the county where the Property is boated in the states or may not after the contract terms or award will be bessed in the predict weight of the evidence and will state findings of fact and the contractual authority on which it is based, if the perites agree to use discovery, it will be in accordance with the Platicia Poles of Cold Procedure and the programs and the professor. If the perites agree to use discovery, it will be in accordance with the Platicia Poles of Cold Procedure and the Programsh 19 will be submitted to entitation only if the housewell broker consents in writing to become a perity to the processory. This clause will survive closing.

(a) Machedian and Arbitration; Experiment: "Nection" is a process in which parties alternal to repeate a classification will be in accordance with the rules of the American Polytrian Association (AAAT) or other mediator agreed on by the gention. The parties well out the perites resolve a dispute by a hearing before a resulted period on the parties resolve a dispute by a hearing before a resulted period on the parties agreed on by the gention will be in accordance with the fields of the American arbitration are perited on the parties are solve a dispute decision is a process in which the parties resolve a dispute by a hearing before a resulted period of the American arbitration are peried on by the parties and arbitration will pay its own long, costs and expension, including otherways' food, and will equally split the arbitration? less and arbitrationally less or arbitration. 251 MA ESCROW AGENT AND INCOMENT

17. ESCRICKY AGENT: Sever and Seler suttintes Escrow Agent to protein, deposit and hold funds and other forms in escribe, and exhibit to determine, described the modern authoritation and in accordance with Protein law and the terms of this Contract, as increasing distinsing brokerage teas. The parties agree that Escrow Agent will not be fable to any person for miscribiumly of assemble of the Contract or green registerer. If Escrow and feature of this Contract or green registerer. If Escrow and Agent halphaness the subject matter of the deposit on the deposit and will recover a second costs from the deposit and will recover as and costs from the deposit and will recover as a costs from the deposit and will recover as a costs from the deposit and will recover as a costs from the deposit and will recover as a costs from the deposit and will recover as a cost from the deposit and will recover as a cost from the deposit and will recover as a cost from the deposit and costs from the d ESCROW AGENT AND BROKER en. 18, PROFESSIONAL, ADVICE, BRONCER LIABBLICK Broker bowies duyer and seller to verily at facts and representations that are an important to them and to consult \$1 insurantees authorized for togal service for exempte, incorporate community the are created states on the Property and foresection, elected the begin investor reporting requirements, etc.) and for tax, property 273 condition, environmental and other excelered advise. Buyer echnomicologics that Broker does not recide in the Property and that all 273 condition, invitamental and other epociation assume, surjet spenowedges and cross over not recess at the property of the second state of Salter representations or public recesses. Buyer agrees to rely an acidy on Salter, preferational indipolation and governmental against for medication of the Property condition, against footage and solve and supervisional indipolation and supervisional property solve. Buyer and Salter respectively and could be and expensive, including presentation of the first medication of the property solve. Buyer and Salter respectively and could be and expensively assemble. The state was managed and project of the project of oral from Buyer's or Sellevis miscularment or solute to perform contractual obligations. Buyer and Sellevi most necessary and releases and implayous from all leptity for loss or demange based on (1) Buyer's or Sellevis on installations for fallers or perform contractual obligations (2) Broker's performance, at Buyer's section Sellevis request, of any tests beyond the acops of services regulated by Chapter 475, F.S., as amanded, including Broker's reference sections of only various (3) procedures or services provided by any ventor; and (4) september larger larger by any ventor; Buyer and Sellevis out assume full responsibility for sellevis provided by any ventor; and (4) september larger by any ventor. Buyer and Sellevis out sellevis of provided by the sellevis of provided by any ventor. This personal way out relieve Borker of printing and personal larger responsibility for sellevis the sellevis of printing and personal sellevis of printing orders. OM chilipoticms. For purposes of this personactin, Broker Will be treated as a party to this Contract. This personact will survive closing. no 19. EMOKEREZ The formany(s) and brokenage(s) named below are polarately toloned to as "Eroket," instruction to Closing are inquire Sofier and Buyer closing agent to disturbe at closing the full amount of the brokenage less as specified in expansion for brokenage agreements with the parties and cooperative agreements between the broken, except to the added Broken has retained such that are broken the substitute of such brokenage agreements, closing agent will disturb the substitute of such trees from the section of such trees from the such trees from the section of such trees from the implication treats and indicated below. This personability will not be used to modify any MLS or other odes of compensation made by an Boller or fating broker to cooperating brokers. Buser (1 A C) and Scher (1 A C) Association model of a copy of this page, which is Page 5 of 7 Pages.

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TRANSACTION BROKER NOTICE

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- 1. Dealing honestly and fairly;
- 2, Accounting for all funds;
- 3. Using skill, care, and diligence in the transaction;
- 4. Disclosing all known facts that materially affect the value of residential real property and are not readily observable to the buyer,
- 5. Presenting all offers and counteroffers in a timely manner, unless a party has previously directed the licensee otherwise in writing:
- 6. Limited confidentiality, unless waived in writing by a party. This limited confidentiality will prevent disclosure that the seller will accept a price less than the asking or listed price, that the buyer will pay a price greater than the price submitted in a written offer, of the motivation of any party for selling or buying property, that e seller or buyer will agree to financing terms other than those offered, or of any other information requested by a party to remain confidential; and
- 7. Any additional duties that are entered into by this or by separate written agreement.

Limited representation means that a buyer or seller is not responsible for the acts of the ficensee. Additionally, parties are giving up their rights to the undwided loyalty of the licensee. This aspect of limited representation allows a licensee to facilitate a real estate transaction by assisting both the buyer and the seller, but a licensee will not work to represent one party to the detriment of the other party when acting as a transaction broker to both parties.

08/02/06	Manuela Coleta	•
Date	Signature	Signature

Copy returned to Customer on the 22 day of April . Cook by: Opersonal delivery and E-mail a facsimile.

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