

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

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 10th day of may, 2011.

Brandon M. Nichols

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. Dep't 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.

In re Henson, 913 So. 2d 579, 590 (Fla. 2005) (quoting Slomowitz 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 \$330,000¹ 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. Phens 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.

26. There is no clear and convincing evidence that 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
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

¹ 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
Division of Real Estate
Department of Business and
Professional Regulation
400 West Robinson Street
Hurston Building-North Tower, Suite N801
Orlando, Florida 32801

Alix Aldonis
1739 Northwest 80th Avenue
Margate, Florida 33063

Thomas W. O'Bryant, Jr., Director
Division of Real Estate
Department of Business and
Professional Regulation
400 West Robinson Street
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

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:

1. 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.

2. 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.

3. 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.

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 non-receipt 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:

"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,

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Administrative Complaint

Case No. 2007013246

and any other relief that the Commission deems appropriate.

SIGNED this 1 day of June, 2010.

CHARLIE LIEM, Interim Secretary
Department of Business and
Professional Regulation

FILED
Department of Business & Professional Regulation DIVISION OF REAL ESTATE
SIGNED <u>Lori L. Crawford</u>
DATE <u>6/1/10</u>

Pat J.C.
By: 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
Orlando, FL 32801-1757
(407) 481-5632 - Telephone
(407) 317-7260 - Facsimile

PCP Date: 5/17/2010
PCP MEMBERS: RM/PH

NOTICE TO RESPONDENT(S)

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®

1. SALE AND PURCHASE: Joseph Piten And Cheryl Piten ("Seller")
and MANUELA COLETTIN ("Buyer")

agree to sell and buy on the terms and conditions specified below the property described as:

Address: 3510 SW VILLAGERO STREET PORT ST LUCIE
FL County: PORT SAINT LUCIE

Legal Description: PORT ST LUCIE SECTION 15 BLK 1464 LOT 23
Tax ID No: 3420-590-0867-070

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

The following attached items are excluded from the purchase:

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

PRICE AND FINANCING

2. PURCHASE PRICE: \$ 272,000 payable by Buyer in U.S. currency as follows:

(a) \$ 3,000 Deposit received (checks are subject to clearance) _____ by
Signature _____ for PRUDER TITLE CHOICE ("Escrow Agent")
Name of Company _____

(b) \$ — Additional deposit to be delivered to Escrow Agent by _____
_____ or _____ days from Effective Date. (10 days if left blank)

(c) 70% Total financing (see Paragraph 3 below) (express as a dollar amount or percentage)

(d) \$ — Other: _____

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

3. FINANCING: (Check as applicable) (a) Buyer will pay cash for the Property with no financing contingency.
 (b) Buyer will apply for the financing specified in paragraph 2(c) at the prevailing interest rate and loan costs based on Buyer's creditworthiness (the "Financing") within _____ days from Effective Date (5 days if left blank) and provide Seller with a written Financing commitment or approval letter ("Commitment") within 15 days from Effective Date (30 days if left blank) ("Commitment Period"). Buyer will keep Seller and Broker fully informed about loan application status, progress and Commitment issues and authorizes the mortgage broker and lender to disclose all such information to Seller and Broker. Once Buyer provides the Commitment to Seller, the financing contingency is waived and Seller will be entitled to retain the deposits if the transaction does not close by the Closing Date unless (1) the Property appraises below the purchase price and either the parties cannot agree on a new purchase price or Buyer elects not to proceed, or (2) another provision of this Contract requires the deposits to be returned. If Buyer, using diligence and good faith, cannot provide the Commitment within the Commitment Period, this Contract will be terminated and Buyer's deposits refunded.

CLOSING

4. CLOSING DATE; OCCUPANCY: Unless extended by other provisions of this Contract, this Contract will be closed on 04/31/06 ("Closing Date") at the time established by the closing agent, by which time Seller will (a) have removed all personal items and trash from the Property and swept the Property clean and (b) deliver the deed, occupancy and possession, along with all keys, garage door openers and access codes, to Buyer. If on Closing Date insurance underwriting is suspended, Buyer may postpone closing up to 5 days after the insurance suspension is lifted. If this transaction does not close for any reason, Buyer will immediately return all Seller-provided title evidence, surveys, association documents and other items.

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

(a) Seller Costs: Seller will pay taxes and surtaxes on the deed and recording fees for documents needed to cure title; up to \$ 0 or 0 % (1.5% if left blank) of the purchase price for repairs to warranted items ("Repair Limit");

Buyer MC and Seller JP acknowledge receipt of a copy of this page, which is Page 1 of 7 Pages.
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ADMINISTRATIVE COMPLAINT

EXHIBIT # 1 2202828212 <<
OF _____

54 and up to \$ 0 or 5 % (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):**
 59 (1) The title evidence will be a Paragraph 10(a)(1) owner's title insurance commitment. Seller 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 (2) Seller will provide an abstract as specified in Paragraph 10(a)(2) as title evidence. 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
 64 search and lien search fees, and Buyer will pay fees for title searches after closing (if any), title examination fees and
 65 closing fees.
 66 (d) **Prorations:** The following items will be made current (if applicable) and prorated as of the day before Closing Date: real
 67 estate taxes, interest, bonds, assessments, association fees, insurance, rents and other current expenses and revenues of
 68 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 (e) **Special Assessment by Public Body:** Regarding special assessments imposed by a public body, Seller will pay (i) the full
 71 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:** Buyer Seller N/A will pay for a home warranty plan issued by _____ at 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 7 DAYS
 81 _____ (within 10 days from Effective Date if left blank) ("Inspection Period"); the wood-destroying organism inspection
 82 by _____ (at least 5 days prior to closing, if left blank); and the walk-through inspection on the
 83 day before Closing Date or any other time agreeable to the parties; and the survey referenced in Paragraph 10(c) by
 84 _____ (at least 5 days prior to closing if left blank).

85 **7. REAL PROPERTY DISCLOSURES:** Seller represents that Seller does not know of any facts that materially affect the value
 86 of the Property, including but not limited to violations of governmental laws, rules and regulations, other than those that Buyer
 87 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,
 90 Florida Statutes.

91 (b) **Radon Gas:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient
 92 quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and
 93 state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be
 94 obtained from your county public health unit. Buyer may, within the Inspection Period, have an appropriately licensed person
 95 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 below the minimum flood elevation, Buyer may cancel this Contract by delivering written notice to Seller within 20 days from
 101 Effective Date, failing which Buyer accepts the existing elevation of the buildings and zone designation of the Property.

102 (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
 108 PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING
 109 VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.

110 (f) **Mold:** Mold is part of the natural environment that, when accumulated in sufficient quantities, may present health risks to
 111 susceptible persons. For more information, contact the county indoor air quality specialist or other appropriate professional.

112 Buyer (MC) and Seller (OP) (JP) acknowledge receipt of a copy of this page, which is Page 2 of 7 Pages.

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ADMINISTRATIVE COMPLAINT

EXHIBIT # 1

PAGE 2 OF _____

113 **8. MAINTENANCE, INSPECTIONS AND REPAIR:** Seller will keep the Property in the same condition from Effective Date until
114 closing, except for normal wear and tear ("maintenance requirement") and repairs required by this Contract. Seller will provide
115 access and utilities for Buyer's inspections. Buyer will repair all damages to the Property resulting from the inspections,
116 return the Property to its pre-inspection condition and provide Seller with paid receipts for all work done on Property upon its
117 completion. If Seller, using best efforts, is unable to complete required repairs or treatments prior to closing, Seller will give
118 Buyer a credit at closing for the cost of the repairs Seller was obligated to make. At closing, Seller will assign all assignable repair
119 and treatment contracts to Buyer and provide Buyer with paid receipts for all work done on the Property pursuant to the
120 terms of this Contract.

121 **(a) Warranty, Inspections and Repair:**

122 **(1) Warranty:** Seller warrants that non-leased major appliances and heating, cooling, mechanical, electrical, security,
123 sprinkler, septic and plumbing systems, seawall, dock and pool equipment, if any, are and will be maintained in working
124 condition until closing; that the structures (including roofs) and pool, if any, are structurally sound and watertight; and
125 that torn or missing pool cage and screen room screens and missing roof tiles will be replaced. Seller does not warrant
126 and is not required to repair cosmetic conditions, unless the cosmetic condition resulted from a defect in a warranted
127 item. Seller is not obligated to bring any item into compliance with existing building code regulations unless necessary
128 to repair a warranted item. "Working condition" means operating in the manner in which the item was designed to
129 operate and "cosmetic conditions" means aesthetic imperfections that do not affect the working condition of the item,
130 including pitted marlite; missing or torn window screens; fogged windows; tears, worn spots and discoloration of floor
131 coverings/wallpapers/window treatments; nail holes, scratches, dents, scrapes, chips and caulking in bathroom
132 ceiling/walls/flooring/tile/fixtures/mirrors; cracked roof tiles; curling or worn shingles; and minor cracks in floor
133 tiles/windows/driveways/sidewalks/pool decks/garage and patio floors.

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

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

150 **(b) Wood-Destroying Organisms:** "Wood-destroying organism" means arthropod or plant life, including termites, powder-post
151 beetles, oldhouse borers and wood-decaying fungi, that damages or infests seasoned wood in a structure, excluding fences.
152 Buyer may, at Buyer's expense and prior to closing, have the Property inspected by a Florida-licensed pest control business to
153 determine the existence of past or present wood-destroying organism infestation and damage caused by infestation. If the
154 inspector finds evidence of infestation or damage, Buyer will deliver a copy of the inspector's written report to Seller within 5
155 days from the date of the inspection. If Seller previously treated the Property for wood-destroying organisms, Seller does not
156 have to treat the Property again if (i) there is no visible live infestation, and (ii) Seller transfers a current full treatment warranty to
157 Buyer at closing. Otherwise, Seller will have 5 days from receipt of the inspector's report to have reported damage estimated by
158 a licensed building or general contractor and corrective treatment estimated by a licensed pest control business. Seller will have
159 treatments and repairs made by an appropriately licensed person at Seller's expense up to the WDO Repair Limit. If the cost to
160 treat and repair the Property exceeds the WDO Repair Limit, either party may pay the excess, failing which either party may
161 cancel this Contract by written notice to the other. If Buyer fails to timely deliver the inspector's written report, Buyer accepts the
162 Property "as is" with regard to wood-destroying organism infestation and damage, subject to the maintenance requirement.

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

166 **9. RISK OF LOSS:** If any portion of the Property is damaged by fire or other casualty before closing and can be restored within
167 45 days from the Closing Date to substantially the same condition as it was on Effective Date, Seller will, at Seller's expense,
168 restore the Property and the Closing Date will be extended accordingly. Seller will not be obligated to replace trees. If the
169 restoration cannot be completed in time, Buyer may accept the Property "as is", in which case with Seller will credit the
170 deductible and assign the insurance proceeds, if any, to Buyer at closing in such amounts as are (i) attributable to the Property
171 and (ii) not yet expended in making repairs, failing which either party may cancel this Contract. If the Property is a
172 condominium, this paragraph applies only to the unit and limited common elements appurtenant to the unit; if the Property is in
173 a homeowners' association, this paragraph will not apply to common elements or recreation or other facilities.

174 Buyer (MC) and Seller (OP) (GP) acknowledge receipt of a copy of this page, which is Page 3 of 7 Pages.
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ADMINISTRATIVE COMPLAINT

EXHIBIT # 1
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PAGE 3 OF

TITLE

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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 Seller 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 Buyer will assume; and encumbrances that Seller will discharge at or before closing. Seller will, at least 2 days prior to closing, deliver to Buyer Seller'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). Seller 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 encroachment 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

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

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

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

15. DEFAULT: (a) **Seller Default:** If for any reason other than failure of Seller to make Seller's title marketable after diligent effort, Seller fails, refuses or neglects to perform this Contract, Buyer may choose to receive a return of Buyer's deposit without waiving the right to seek damages or to seek specific performance as per Paragraph 16. Seller will also be liable to Broker for the full amount of the

Buyer (AVC) and Seller (AVC) acknowledge receipt of a copy of this page, which is Page 4 of 7 Pages.

ADMINISTRATIVE COMPLAINT

COMPLAINT # 1
4 24282211 DE

235 brokerage fee. (b) **Buyer Default:** If Buyer fails to perform this Contract within the time specified, including timely payment of all deposits,
236 Seller may choose to retain and collect all deposits paid and agreed to be paid as liquidated damages or to seek specific performance as
237 per Paragraph 16; and Broker will, upon demand, receive 50% of all deposits paid and agreed to be paid (to be split equally among
238 cooperating brokers except when closing does not occur due to Buyer not being able to secure Financing after providing a Commitment,
239 in 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
241 question arising out of or relating to this transaction or this Contract or its breach will be settled as follows:

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

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

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

262 ESCROW AGENT AND BROKER

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

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

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

291* Buyer (ML) () and Seller (MP) () acknowledge receipt of a copy of this page, which is Page 5 of 7 Pages.
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349 This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney prior to signing.

350

OFFER AND ACCEPTANCE

361* (Check if applicable: Buyer received a written real property disclosure statement from Seller before making this Offer.)

352 Buyer offers to purchase the Property on the above terms and conditions. Unless this Contract is signed by Seller and a copy
353 delivered to Buyer no later than _____ a.m. p.m. on _____, _____, this offer will be revoked
354 and Buyer's deposit refunded subject to clearance of funds.

356* Date: 08/02/06 Buyer: Manuela Celestina
358* Print name: MANUELA CELESTINA

357* Date: _____ Buyer: _____

358* Phone: _____ Print name: _____

359* Fax: _____ Address: _____

360* E-mail: _____

361* Date: 8/3/06 Seller: Cheryl Ph
362* Print name: CHERYL PHEN

363* Date: 8-3-06 Seller: Joseph Ph
364* Print name: JOSEPH PHEN

365* Fax: _____ Address: _____

366* E-mail: _____

COUNTER OFFER/REJECTION

367

368* Seller counters Buyer's offer (to accept the counter offer, Buyer must sign or initial the counter offered terms and deliver a copy
369* of the acceptance to Seller by 5:00 p.m. on _____). Seller rejects Buyer's offer.

370* Effective Date: 8/3/06 (The date on which the last party signed or initialed acceptance of the final offer.)

371* Buyer (MC) (_____) and Seller (MP) (JP) acknowledge receipt of a copy of this page, which is Page 7 of 7 Pages.

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ADMINISTRATIVE COMPLAINT

EXHIBIT #/ _____

PAGE 6 OF _____

282 TOTAL STOP Real estate
293 Selling Sales Associate/License No. 311116

FOUR PERCENT
Selling Firm/Brokerage Fee: (\$ or % of Purchase Price) 4%

294 CHERYL PHEN
295 Listing Sales Associate/License No. _____

LANDSTAR REALTY & ASSOCIATES
Listing Firm/Brokerage fee: (\$ or % of Purchase Price) _____

ADDENDA AND ADDITIONAL TERMS

- 297 **20. ADDENDA:** The following additional terms are included in addenda and incorporated into this Contract (check if applicable):
- | | | | |
|---|---|--|--|
| 298 <input type="checkbox"/> A. Condo. Assn. | <input checked="" type="checkbox"/> H. As Is w/Right to Inspect | <input type="checkbox"/> O. Interest-Bearing Account | <input type="checkbox"/> V. Prop. Disclosure Stmt. |
| 299 <input type="checkbox"/> B. Homeowners' Assn. | <input type="checkbox"/> I. Inspections | <input type="checkbox"/> P. Back-up Contract | <input type="checkbox"/> W. FIRPTA |
| 300 <input type="checkbox"/> C. Seller Financing | <input type="checkbox"/> J. Insulation Disclosure | <input type="checkbox"/> Q. Broker - Pers. Int. in Prop. | <input type="checkbox"/> X. 1031 Exchange |
| 301 <input type="checkbox"/> D. Mort. Assumption | <input type="checkbox"/> K. Pre-1978 Housing Stmt. (LBP) | <input type="checkbox"/> R. Rentals | <input type="checkbox"/> Y. Additional Clauses |
| 302 <input type="checkbox"/> E. FHA Financing | <input type="checkbox"/> L. Insurance | <input type="checkbox"/> S. Sale/Lease of Buyer's Property | <input type="checkbox"/> Other _____ |
| 303 <input type="checkbox"/> F. VA Financing | <input type="checkbox"/> M. Housing Older Persons | <input type="checkbox"/> T. Rezoning | <input type="checkbox"/> Other _____ |
| 304 <input type="checkbox"/> G. New Mort. Rates | <input type="checkbox"/> N. Unimproved/Ag. Prop. | <input type="checkbox"/> U. Assignment | <input type="checkbox"/> Other _____ |

305 **21. ADDITIONAL TERMS:** _____
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348 Buyer (ML) and Seller (JP) acknowledge receipt of a copy of this page, which is Page 6 of 7 Pages.
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ADMINISTRATIVE COMPLAINT
EXHIBIT # 1
1773820212 << 7 OF _____
2006-08-08-02-ZZ-71

1 The clauses below will be incorporated into the Contract between CHEYL PHEN & JOSEPH PHEN (Seller)
 2 and MANUELA COLETTA (Buyer) concerning the Property described as _____
 3 3510 SW NICE ROY ST, PORT ST. LUCIE, FL 34953 only if initialed by all parties.

4 **PROPERTY**

5 (MC) - (MP) (JP) H. As Is With Right to Inspect: This clause replaces Paragraphs 6 and 8 of the Contract but
 6 does not modify or replace Paragraph 9. Paragraph 5(a) Repair and Termite Repair Limits are 0%. Seller makes no warranties
 7 other than marketability of title. Seller will keep the Property in the same condition from Effective Date until closing, except for
 8 normal wear and tear ("maintenance requirement"), and will convey the Property in its "as is" condition with no obligation to
 9 make any repairs. Buyer may, at Buyer's expense, conduct professional and walk-through inspections as described below. If
 10 Buyer fails to timely conduct any inspection which Buyer is entitled to make under this paragraph, Buyer waives the right to the
 11 inspection and accepts the Property "as is." Seller will provide access and utilities for Buyer's inspections. Buyer will repair all
 12 damages to the Property resulting from the inspections and return the Property to its pre-inspection condition. Buyer may, by
 13 7 DAYS ("Inspection Period") (within 10 days from Effective Date if left blank) make any and all
 14 inspections of the Property. The inspection(s) will be by a person who specializes in and holds an occupational license (if required
 15 by law), to conduct home inspections or who holds a Florida license to repair and maintain the items inspected. Buyer may
 16 cancel this Contract by written notice to Seller within _____ days (within 5 days if left blank) from the end of the Inspection Period if
 17 the estimated cost of treatment and repairs determined to be necessary by Buyer is greater than \$_____. For the
 18 cancellation to be effective, Buyer must include in the written notice a copy of the inspector's written report, if any, and treatment
 19 and repair estimates from the inspector or person(s) holding an appropriate Florida license to repair the items inspected. Any
 20 conditions not reported in a timely manner will be deemed acceptable to Buyer. Buyer may, on the day before Closing Date or
 21 any other time agreeable to the parties, walk through the Property solely to verify that Seller has fulfilled the contractual
 22 obligations. No other issues may be raised as a result of the walk-through inspection.

23 (MC) - (MP) (JP) I. Inspections (check as applicable)

24 (1) Self-Inspection: Buyer and Seller agree that unlicensed persons, including the parties themselves, may conduct
 25 the inspections (except for Buyer's wood-destroying organism inspection) permitted in Paragraph 8 of the Contract or
 26 Paragraph H of this Addendum. However, if the inspection findings differ and the parties cannot resolve the differences,
 27 Buyer and Seller together will choose, and will equally split the cost of, a professional inspector as defined in Paragraph 8
 28 of the Contract whose report will be binding on the parties.

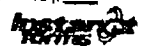
29 (2) Right to Cancel Based on Inspection Results: Within the Inspection Period provided in Paragraph 8 of the
 30 Contract, Buyer will, at Buyer's sole expense, complete any desired inspections of the Property in addition to those
 31 referenced in Paragraphs 7 and 8(a)(2). If Buyer is for any reason unhappy with a condition of the Property noted in during
 32 the inspection results, Buyer may cancel the Contract by delivering written notice to Seller along with a copy of the
 33 inspection results within 2 days from the end of the Inspection Period, and Buyer will, at Buyer's sole expense,
 34 immediately repair all damage resulting from Buyer's inspections and restore the Property to its pre-inspection condition;
 35 this obligation will survive termination of the Contract. If the Contract is not cancelled, the parties' obligations remain as
 36 specified in the Contract. This Paragraph does not modify or replace the rights and obligations of the parties under
 37 Paragraph 9 of the Contract.

38 () () - () () J. Insulation Disclosure (New Homes Only): Insulation has been or will be installed in the new
 39 residence as follows:

40 Location	Type	Thickness	Manufacturer R-Value
41 Interior Walls			
42 Flat Ceiling Area			
43 Sloped Ceiling Area			
44 Common Walls Between House & Garage			
45 Exterior Walls			
46 Other _____			

ADMINISTRATIVE COMPLAINT

EXHIBIT # 1
 OF 8



Landstar Realty

From: "Nelda Augustin" <naugustin@bellsouth.net>
To: "Landstar Realty" <landstarmtgre@bellsouth.net>; <gsalgado@bellsouth.net>; <premchoice@aol.com>
Sent: Monday, August 21, 2006 12:22 PM
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@aol.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.

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

ADMINISTRATIVE COMPLAINT

EXHIBIT # 2
PAGE 1 OF 120

8/21/200

Residential Sale and Purchase Contract



1. SALE AND PURCHASE: Joseph Allen and Cheryl Pileo ("Seller")
and MANUELA COLETTA ("Buyer")
agree to sell and buy on the terms and conditions specified below the property described as:
Address: 5510 SW McCray Street West, Miami, FL
Legal Description: PORT ST LUCIE SECTION 15, LK 1062, LOT 213
County: PORT ST LUCIE Tax ID No: 3420-570-01847-000
together with all improvements and attached items, including fixtures, built-in furnishings, built-in appliances, ceiling fans, light fixtures, attached wall-to-wall carpeting, rods, draperies and other window coverings. The only other items included in the purchase are:

The following attached items are excluded from the purchase:

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

2. PURCHASE PRICE: \$ 230,000 PRICE AND FINANCING payable by Buyer in U.S. currency as follows:
(a) \$ 7,000 Deposit received (checks are subject to clearance) by _____ for PRUDENTIAL CHOICE Escrow Agent)
(b) \$ _____ Additional deposit to be delivered to Escrow Agent by _____
(c) 70% Total financing (see Paragraph 3 below) (express as a dollar amount or percentage)
(d) \$ _____ Other:
(e) \$ Balance Balance to close (not including Buyer's closing costs, prepaid items and prorations). All funds paid at closing must be paid by locally drawn cashier's check, official bank check, or wired funds.

3. FINANCING: (Check as applicable) (a) Buyer will pay cash for the Property with no financing contingency.
 (b) Buyer will apply for the financing specified in paragraph 2(c) at the prevailing interest rate and loan costs based on Buyer's creditworthiness (the "Financing") within _____ days from Effective Date (5 days if left blank) and provide Seller with a written Financing commitment or approval letter ("Commitment") within 15 days from Effective Date (30 days if left blank) ("Commitment Period"). Buyer will keep Seller and Broker fully informed about loan application status, progress and Commitment issues and authorizes the mortgage broker and lender to disclose all such information to Seller and Broker. Once Buyer provides the Commitment to Seller, the financing contingency is waived and Seller will be entitled to retain the deposits if the transaction does not close by the Closing Date unless (1) the Property appraises below the purchase price and either the parties cannot agree on a new purchase price or Buyer elects not to proceed, or (2) another provision of this Contract requires the deposits to be returned. If Buyer, using diligence and good faith, cannot provide the Commitment within the Commitment Period, this Contract will be terminated and Buyer's deposits refunded.

4. CLOSING DATE; OCCUPANCY: Unless extended by other provisions of this Contract, this Contract will be closed on 04/31/06 (Closing Date) at the time established by the closing agent, by which time Seller will (a) have removed all personal items and trash from the Property and swept the Property clean and (b) deliver the deed, occupancy and possession, along with all keys, garage door openers and access codes, to Buyer. If on Closing Date insurance underwriting is suspended, Buyer may postpone closing up to 5 days after the insurance suspension is lifted. If this transaction does not close for any reason, Buyer will immediately return all Seller-provided title evidence, surveys, association documents and other items.

5. CLOSING PROCEDURE; COSTS: Closing will take place in the county where the Property is located and may be conducted by mail or electronic means, if title insurance insures Buyer for title defects arising between the title binder effective date and recording of Buyer's deed, closing agent will disburse at closing the net sale proceeds to Seller and brokerage fees to Broker as per Paragraph 19. In addition to other expenses provided in this Contract, Seller and Buyer will pay the costs indicated below.
(a) Seller Costs: Seller will pay taxes and surcharges on the deed and recording fees for documents needed to cure title; up to \$ _____ or _____ % (1.5% if left blank) of the purchase price for repairs to warranted items ("Repair Limit");

Buyer (Signature) and Seller (Signature) acknowledge receipt of a copy of this page which is Page 1 of 7 Pages.
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ADMINISTRATIVE COMPLAINT
EXHIBIT # 3
PAGE 1 OF 4/99

and up to \$ 0 or 0% (1.5% if left blank) of the purchase price for wood-destroying organism treatment and repairs ("WDO Repair List"); Other: _____
(b) Buyer Costs: Buyer will pay taxes and recording fees on notes and mortgages; recording fees on the deed and financing statements; loan expenses; lender's title policy; inspections; survey; flood insurance; Other: _____
(c) Title Evidence and Insurance: Check (1) or (2):
 (1) The title evidence will be a Paragraph 10(a)(1) owner's title insurance commitment. Seller Buyer will select the title agent. Seller Buyer will pay for the owner's title policy, search, examination and related charges. Each party will pay its own closing fees.
 (2) Seller will provide an abstract as specified in Paragraph 10(a)(2) as title evidence. Seller Buyer will pay for the owner's title policy and select the title agent. Seller will pay fees for title searches prior to closing, including tax search and lien search fees, and Buyer will pay fees for title searches after closing (if any), title examination fees and closing fees.
(d) Promotions: The following items will be made current (if applicable) and prorated as of the day before Closing Date: real 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 adjustment for exemptions and improvements. Buyer is responsible for property tax increases due to change in ownership.
(e) Special Assessment by Public Body: Regarding special assessments imposed by a public body, Seller will pay (i) the full amount of fees that are certified, confirmed and ratified before closing and (ii) the amount of the last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing, and Buyer will pay all other amounts.
(f) Tax Withholdings: Buyer and Seller will comply with the Foreign Investment in Real Property Tax Act, which may require Seller to provide additional cash at closing if Seller is a "foreign person" as defined by federal law.
(g) Home Warranty: Buyer Seller N/A will pay for a home warranty plan issued by _____ of a cost not to exceed \$_____. A home warranty plan provides for repair or replacement of many of a home's mechanical systems and major built-in appliances in the event of breakdown due to normal wear and tear during the agreement period.

PROPERTY CONDITION

6. **INSPECTION PERIODS:** Buyer will complete the inspections referenced in Paragraphs 7 and 8(a)(2) by 7 DAYS (within 10 days from Effective Date if left blank) ("Inspection Period"); the wood-destroying organism inspection by _____ (at least 5 days prior to closing, if left blank), and the walk-through inspection on the 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).

7. **REAL PROPERTY DISCLOSURES:** Seller represents that Seller does not know of any facts that materially affect the value 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, with final inspections completed, no later than 5 days prior to closing.

(a) **Energy Efficiency:** Buyer acknowledges receipt of the energy efficiency information brochure required by Section 683.998, Florida Statutes.

(b) **Radon Gas:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be 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 level to an acceptable EPA level, failing which either party may cancel this Contract.

(c) **Flood Zone:** Buyer is advised to verify by survey with the lender and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required and what restrictions apply to improving the Property and rebuilding 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 below the minimum flood elevation, Buyer may cancel this Contract by delivering written notice to Seller within 20 days from 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 summary is attached and incorporated into this Contract. **BUYER SHOULD NOT SIGN THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE DISCLOSURE SUMMARY.**

(e) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING 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 quantities, may present health risks to susceptible persons. For more information, contact the county indoor air quality specialist or other appropriate professional.

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ADMINISTRATIVE COMPLAINT

EXHIBIT # 3

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113 8. MAINTENANCE, INSPECTIONS AND REPAIR: Seller will keep the Property in the same condition from Effective Date until
114 closing, except for normal wear and tear (Maintenance requirement) and repairs required by this Contract. Seller will provide
115 access and utilities for Buyer's inspections. Buyer will repair all damages to the Property resulting from the inspections,
116 return the Property to its pre-inspection condition and provide Seller with paid receipts for all work done on Property upon its
117 completion. If Seller, in Seller's best efforts, is unable to complete required repairs or treatments prior to closing, Seller will give
118 Buyer a credit at closing for the cost of the repairs Seller was obligated to make. At closing, Seller will assign all assignable repair
119 and treatment contracts to Buyer and provide Buyer with paid receipts for all work done on the Property pursuant to the
120 terms of this Contract.

121 (a) Warranty, Inspections and Repair:

122 (1) Warranty: Seller warrants that non-leased major appliances and heating, cooling, mechanical, electrical, security,
123 sprinkler, septic and plumbing systems, seawall, dock and pool equipment, if any, are and will be maintained in working
124 condition until closing; that the structures (including roof and pool, if any, are structurally sound and water-tight; and
125 that torn or missing pool cages and screen room screens and missing roof tiles will be replaced. Seller does not warrant
126 and is not required to repair cosmetic conditions, unless the cosmetic condition resulted from a defect in a warranted
127 item. Seller is not obligated to bring any item into compliance with existing building code regulations unless necessary
128 to repair a warranted item. "Working condition" means operating in the manner in which the item was designed to
129 operate and "cosmetic conditions" means aesthetic imperfections that do not affect the working condition of the item,
130 including pitted concrete; missing or torn window screens; fogged windows; tears, worn spots and discoloration of floor
131 coverings/wallpaper/window treatments; nail holes, scratches, dents, scrapes, chips and gouging in bathroom
132 ceiling/walls/roofing/light fixtures/mirrors; cracked roof tiles; curling or worn shingles; and minor cracks in floor
133 tiles/windows/driveways/sidewalks/pool decks/garage and patio floors.

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

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

150 (b) Wood-Destroying Organisms: "Wood-destroying organism" means arthropod or plant life, including termites, powder-post
151 beetles, clothes borers and wood-decaying fungi, that damages or infests seasoned wood in a structure, including fences.
152 Buyer may, at Buyer's expense and prior to closing, have the Property inspected by a Florida-licensed pest control business to
153 determine the existence of past or present wood-destroying organism infestation and damage caused by infestation. If the
154 inspector finds evidence of infestation or damage, Buyer will deliver a copy of the inspector's written report to Seller within 5
155 days from the date of the inspection. If Seller previously treated the Property for wood-destroying organisms, Seller does not
156 have to treat the Property again if (a) there is no visible live infestation, and (b) Seller maintains a current full treatment warranty to
157 Buyer at closing. Otherwise, Seller will have 5 days from receipt of the inspector's report to have repaired damage estimated by
158 a licensed building or general contractor and corrective treatment estimated by a licensed pest control business. Seller will have
159 treatments and repairs made by an appropriately licensed person at Seller's expense up to the WDO Repair Limit. If the cost to
160 treat and repair the Property exceeds the WDO Repair Limit, either party may pay the excess, failing which either party may
161 cancel this Contract by written notice to the other. If Buyer fails to timely deliver the inspector's written report, Buyer accepts the
162 Property "as is" with regard to wood-destroying organism infestation and damage, subject to the maintenance requirement.

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

166 9. RISK OF LOSS: If any portion of the Property is damaged by fire or other casualty before closing and can be restored within
167 45 days from the Closing Date to substantially the same condition as it was on Effective Date, Seller will, at Seller's expense,
168 restore the Property and the Closing Date will be extended accordingly. Seller will not be obligated to replace trees. If the
169 restoration cannot be completed in time, Buyer may accept the Property "as is", in which case with Seller will credit the
170 deductible and assign the insurance proceeds, if any, to Buyer at closing in such amounts as are (a) attributable to the Property
171 and (b) not yet expended in making repairs, failing which either party may cancel this Contract. If the Property is a
172 condominium, this paragraph applies only to the unit and limited common elements appurtenant to the unit; if the Property is in
173 a homeowners' association, this paragraph will not apply to common elements or recreation or other facilities.

174 Buyer (MLO) and Seller (S) acknowledge receipt of a copy of this page, which is Page 3 of 7 Pages.
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Page 5

ADMINISTRATIVE COMPLAINT

EXHIBIT # 3

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TITLE

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

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

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

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

194 (b) Title Examination: Buyer will examine the title evidence and deliver written notice to Seller, within 5 days from receipt of
195 title evidence but no later than closing, of any defects that make the title unmarketable. Seller will have 30 days from
196 receipt of Buyer's notice of defects ("Curative Period") to cure the defects at Seller's expense. If Seller cures the defects
197 within the Curative Period, Seller will deliver written notice to Buyer and the parties will close the transaction on Closing
198 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
199 defects within the Curative Period, Seller will deliver written notice to Buyer and Buyer will, within 10 days from receipt of
200 Seller's notice, either cancel this Contract or accept title with existing defects and close the transaction.

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

MISCELLANEOUS

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

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

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

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

DEFAULT AND DISPUTE RESOLUTION

228 15. DEFAULT: (a) Seller Default: If for any reason other than failure of Seller to make Seller's title marketable after diligent effort, Seller
229 fails, refuses or neglects to perform this Contract, Buyer may choose to receive a return of Buyer's deposit without incurring the right to
230 seek damages or to seek specific performance as per Paragraph 18. Seller will also be liable to Broker for the full amount of the
231 Buyer (AC) and Seller (V) acknowledge receipt of a copy of this page, which is Page 4 of 7 Pages.
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ADMINISTRATIVE COMPLAINT

EXHIBIT # 3

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235 brokerage fee. (b) Buyer Debit. Buyer fails to perform this Contract within the time specified. Justifying timely payment of all deposits.
236 Seller may choose to retain and collect all deposits paid and agreed to be paid as liquidated damages or to seek specific performance as
237 per Paragraph 18, and Broker will, upon demand, receive 20% of all deposits paid and agreed to be paid to be split equally among
238 cooperating brokers except when closing does not occur due to Buyer not being able to secure financing after providing a Commitment,
239 in 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 18. DISPUTE RESOLUTION: This Contract will be construed under Florida law. All controversies, claims and other matters in
241 question arising out of or relating to this transaction or this Contract or its breach will be settled as follows:

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

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

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

262 ESCROW AGENT AND BROKER

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

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

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

291 Buyer M.H.A. and Seller (S) acknowledge receipt of a copy of this page, which is Page 5 of 7 Pages.
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ADMINISTRATIVE COMPLAINT

EXHIBIT # 3

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205 TOTAL 210P Real Estate
206 Selling Sales Associate License No. 3111702

FOUR PERCENT
Selling Firm/Brokerage Fee: (5 or % of Purchase Price) 2%

207 CHERYL PHEN
208 Listing Sales Associate License No.

LANDSTAR REALTY & ASSOCIATES
Listing Firm/Brokerage Fee: (5 or % of Purchase Price)

ADDENDA AND ADDITIONAL TERMS

- 209 20. ADDENDA: The following additional terms are included in addenda and incorporated into this Contract (check if applicable):
- | | | | |
|---|---|--|---|
| 209 <input type="checkbox"/> A. Condo. Assn. | <input checked="" type="checkbox"/> H. As is w/Right to inspect | <input type="checkbox"/> O. Interest-Bearing Account | <input type="checkbox"/> V. Profit Disclosure Stmt. |
| 209 <input type="checkbox"/> B. Homeowners' Assn. | <input type="checkbox"/> I. Inspections | <input type="checkbox"/> P. Back-up Contract | <input type="checkbox"/> W. RFP/PA |
| 209 <input type="checkbox"/> C. Seller Financing | <input type="checkbox"/> J. Insulation Disclosure | <input type="checkbox"/> Q. Broker - Pers. Inf. in Prop. | <input type="checkbox"/> X. 1031 Exchange |
| 209 <input type="checkbox"/> D. Mort. Assumption | <input type="checkbox"/> K. Pre-1978 Housing Stmt. (LEP) | <input type="checkbox"/> R. Rentals | <input type="checkbox"/> Y. Additional Clauses |
| 209 <input type="checkbox"/> E. FHA Financing | <input type="checkbox"/> L. Insurance | <input type="checkbox"/> S. Sale/Lease of Buyer's Property | <input type="checkbox"/> Other _____ |
| 209 <input type="checkbox"/> F. VA Financing | <input type="checkbox"/> M. Housing Older Persons | <input type="checkbox"/> T. Financing | <input type="checkbox"/> Other _____ |
| 209 <input type="checkbox"/> G. New Mort. Rates | <input type="checkbox"/> N. Unimproved/Ag. Prop. | <input type="checkbox"/> U. Assignment | <input type="checkbox"/> Other _____ |

211 21. ADDITIONAL TERMS: _____

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248 Buyer (US) and Seller (JP) acknowledge receipt of a copy of this page, which is Page 6 of 7 Pages.
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ADMINISTRATIVE COMPLAINT
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10/10/07

348 This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney prior to signing.

OFFER AND ACCEPTANCE

349 (Check if applicable: Buyer received a written real property disclosure statement from Seller before making this Offer.)
352 Buyer offers to purchase the Property on the above terms and conditions. Unless this Contract is signed by Seller and a copy
353 delivered to Buyer no later than a.m./ p.m. on _____, this offer will be revoked
354 and Buyer's deposit refunded subject to clearance of funds.

355 Date: 08/02/06 Buyer: Mariela Celestin
356 Print name: MARIELA CELESTIN

357 Date: _____ Buyer: _____
358 Phone: _____ Print name: _____
359 Fax: _____ Address: _____
360 E-mail: _____

361 Date: 8/3/06 Seller: Joseph Phien
362 Print name: CHEUNG PHEN

363 Date: 8-3-06 Seller: Joseph Phien
364 Phone: _____ Print name: JOSEPH PHEN
365 Fax: _____ Address: _____
366 E-mail: _____

COUNTER OFFER/REJECTION

367 Seller counters Buyer's offer (to accept the counter offer, Buyer must sign or initial the counter offered terms and deliver a copy
368 of the acceptance to Seller by 5:00 p.m. on _____). Seller rejects Buyer's offer.

369 Effective Date: 8/3/06 (The date on which the last party signed or initialed acceptance of the final offer)

371 Buyer (MC) and Seller (PC) acknowledge receipt of a copy of this page, which is Page 7 of 7 Pages.
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ADMINISTRATIVE COMPLAINT

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5/1/05

1 The clauses below will be incorporated into the Contract between CHERYL PHEN & JOSEPH PHEN (Seller)
2 and MANUELA CELESTIN (Buyer) concerning the Property described as
3 3510 SW WICKERY ST, PORT ST. LUCIE, FL 34953 only if initiated by all parties:

4 **PROPERTY**

5 (H) - (H) H. As Is With Right to Inspect: This clause replaces Paragraphs 6 and 8 of the Contract but
6 does not modify or replace Paragraph 9. Paragraph 8(a) Repair and Termites Repair Limits are 0%. Seller makes no warranties
7 other than marketability of title. Seller will keep the Property in the same condition from Effective Date until closing, except for
8 normal wear and tear ("maintenance requirement"), and will convey the Property in its "as is" condition with no obligation to
9 make any repairs. Buyer may, at Buyer's expense, conduct professional and walk-through inspections as described below. If
10 Buyer fails to timely conduct any inspection which Buyer is entitled to make under this paragraph, Buyer waives the right to the
11 inspection and accepts the Property "as is." Seller will provide access and utilities for Buyer's inspections. Buyer will repair all
12 damages to the Property resulting from the inspections and return the Property to its pre-inspection condition. Buyer may, by
13 7 DAYS ("Inspection Period") (within 10 days from Effective Date if left blank) make any and all
14 inspections of the Property. The inspection(s) will be by a person who specializes in and holds an occupational license (if required
15 by law) to conduct home inspections or who holds a Florida license to repair and maintain the items inspected. Buyer may
16 cancel this Contract by written notice to Seller within _____ days (within 5 days if left blank) from the end of the Inspection Period if
17 the estimated cost of treatment and repairs determined to be necessary by Buyer is greater than \$_____. For the
18 cancellation to be effective, Buyer must include in the written notice a copy of the inspector's written report, if any, and treatment
19 and repair estimates from the inspector or person(s) holding an appropriate Florida license to repair the items inspected. Any
20 conditions not reported in a timely manner will be deemed acceptable to Buyer. Buyer may, on the day before Closing Date or
21 any other time agreeable to the parties, walk through the Property solely to verify that Seller has fulfilled the contractual
22 obligations. No other issues may be raised as a result of the walk-through inspection.

23 (M) - (M) I. Inspections (check as applicable)
24 (1) Self-Inspection: Buyer and Seller agree that unlicensed persons, including the parties themselves, may conduct
25 the inspections (except for Buyer's wood-destroying organism inspection) permitted in Paragraph 8 of the Contract or
26 Paragraph H of this Addendum. However, if the inspection findings differ and the parties cannot resolve the differences,
27 Buyer and Seller together will choose, and will equally split the cost of, a professional inspector as defined in Paragraph 8
28 of the Contract whose report will be binding on the parties.

29 (2) Right to Cancel Based on Inspection Results: Within the Inspection Period provided in Paragraph 8 of the
30 Contract, Buyer will, at Buyer's sole expense, complete any desired inspections of the Property in addition to those
31 referenced in Paragraphs 7 and 8(a)(2). If Buyer is for any reason unhappy with a condition of the Property noted in during
32 the inspection results, Buyer may cancel the Contract by delivering written notice to Seller along with a copy of the
33 inspection results within 2 days from the end of the inspection Period, and Buyer will, at Buyer's sole expense,
34 immediately repair all damage resulting from Buyer's inspections and restore the Property to its pre-inspection condition;
35 this obligation will survive termination of the Contract. If the Contract is not cancelled, the parties' obligations remain as
36 specified in the Contract. This Paragraph does not modify or replace the rights and obligations of the parties under
37 Paragraph 9 of the Contract.

38 () - () J. Insulation Disclosure (New Homes Only): Insulation has been or will be installed in the new
39 residence as follows:
40

Location	Type	Thickness	Manufacturer R-Value
Interior Walls			
Flat Ceiling Area			
Sloped Ceiling Area			
Common Walls Between House & Garage			
Exterior Walls			
Other _____			

RECEIVED BY BUYER COMPLAINT
3
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TRANSACTION BROKER NOTICE

As a transaction broker, TOTAL STOP Real Estate and its associates, provides to you a limited form of representation that includes the following duties:

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 a 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 licensee. Additionally, parties are giving up their rights to the undivided 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.

08/27/06 Manuela Celestin
 Date Signature Signature

Copy returned to Customer on the 22 day of August, 2006 by: personal delivery mail E-mail facsimile.

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ADMINISTRATIVE COMPLAINT
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Chartrand & Associates, P.A. 11/05
1888 N. University Suite 201
Plantation, FL 33322
554.915.8830 Ph
844.915.8831 Fax

WACHOVIA BANK NATIONAL ASSOCIATION
63-643670

2414

PAY TO THE ORDER OF Total Stop Real Estate

9/8/2008

Ten Thousand Eight Hundred Eighty and 00/100 ***** \$10,880.00

Total Stop Real Estate
ATTN: Alic
1820 N. University Dr.
Plantation, FL 33322

DOLLARS

MEMO Phenix/Clasjin

Alic

ADMINISTRATIVE COMPLAINT

EXHIBIT # 4

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