

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION,

Petitioner,

v.

P&R HOUSING MANAGEMENT CORPORATION;
and, PAMELA WOLTERS,
Respondents.

Case Nos.:
2016-019282
2016-015503

STIPULATION AGREEMENT

The Department of Business and Professional Regulation ("Department" or "Petitioner"), and Pamela Wolters and P&R Housing Management Corporation, (collectively referred to as "Respondents") hereby agree to the following Stipulation Agreement ("Agreement") and to the entry of a Final Order incorporating this Agreement as final resolution of Case Nos.: 2016-019282 and 2016-015503 (collectively referred to as "Administrative Complaints").

STIPULATED FACTS

1. At all times material to the Administrative Complaints filed in this matter, Respondent P&R Housing Management Corporation held a null/void license as a Community Association Business ("CAB") in the State of Florida holding license number CAB 5071. Clear and active status was reacquired in May 2016.

2. Respondent Pamela Wolters owns and operates P&R Housing Management Corporation and is licensed as a Community Association Manager ("CAM") in the State of Florida holding license number CAM 216. At all times material hereto, Pamela Wolters' license was active and registered with the State of Florida.

3. Respondents were charged in the Administrative Complaints filed by the Department and properly served upon Respondents with violations of Chapters 455 and 468, part VIII, Florida Statutes. A true and correct copy of the Administrative Complaints are attached and

incorporated by reference as Exhibit "A".

4. Respondents neither admit, agree with, nor deny the allegations set forth in the Administrative Complaints.

5. Respondents were charged with violations of Sections 455.227 and 468.436, F. S., and the rules adopted thereto.

STIPULATED CONCLUSIONS OF LAW

6. Respondents admit the Department is the state agency having jurisdiction over the practice of Community Association Management pursuant to section 20.165 and Chapters 455 and 468, part VIII, Florida Statutes.

7. Respondents admit that certain facts alleged in the Administrative Complaints, if proven, would constitute violations of Chapters 455 and 468, part VIII, Florida Statutes, as alleged in the Administrative Complaints.

STIPULATED DISPOSITION

8. ADMINISTRATIVE FINE: In lieu of further proceedings, Respondents have agreed to pay a total fine of Four Thousand Two Hundred Dollars and Zero Cents (\$4,200.00) in addition to investigative costs. That is a separate fine per Respondent in each of the cases itemized:

- a) 2016-019282—One Thousand Five Hundred Dollars and Zero Cents (\$1,500.00).
- b) 2016-015503—Two Thousand Seven Hundred Dollars and Zero Cents (\$2,700.00).

9. INVESTIGATIVE COSTS: Respondents shall pay investigative costs in the total amount of One Thousand Three Hundred Thirty-One Dollars and Fourteen Cents (\$1,331.14), itemized as follows.

- a) 2016-019282—Six Hundred Thirty-Four Dollars and Twenty-Six Cents (\$634.26).
- b) 2016-015503— Six Hundred Ninety-Six Dollars and Eighty-Eight Cents (\$696.88).

10. ADDITIONAL: Respondents agree in the future to comply with Chapters 455 and 468, Florida Statutes, or the rules promulgated pursuant thereto. In Case 2016-015503, the Department agrees that Counts 4 and 5 in the Administrative Complaint filed against Pamela

Wolters are dismissed. Those counts charged a separate violation for purportedly withholding possession of association records upon request, and for unauthorized deposit of funds in an Association account, respectively.

11. **METHOD OF PAYMENT:** The payments described in paragraphs eight and nine total Five Thousand Five Hundred Thirty One Dollars and Fourteen Cents (\$5,531.14). These payments shall be paid over a period of twelve (12) months as a condition of the one year probation described below, commencing on the date of the Final Order adopting this Agreement. All payments made pursuant to this paragraph shall be in the form of a cashier's or certified check made payable to the **Department of Business and Professional Regulation and mailed directly to Department of Business and Professional Regulation, Revenue Section, 2601 Blair Stone Road, Tallahassee, FL 32399**. Case numbers 2016-019282 and 2016-015503 shall be clearly referenced when making payment.

12. **PROBATION:** Respondent's licenses shall be placed on a one year term of probation effective from the date of the Final Order accepting this Agreement, during which time Respondents shall comply with all terms and conditions of this Agreement, including full payment of the fines and costs imposed as a condition of probation set forth above. During the term of probation, Respondent Pamela Wolters must complete an additional 10 hours remedial CE credits in community association management duties, which shall include a minimum of 5 CE hours in record keeping/file maintenance. The remedial hours do not include, and are to be in addition to any regular required CE hours for license renewal during this renewal cycle.

13. Upon completion of the remedial CE hours and payment in full of fines/costs, Respondent Pamela Wolters may be granted early termination of the probation upon submission of a written request for early termination accompanied with proof of completing the 10 hours CE credits and payment in full of fines/costs.

14. **REPRIMAND:** Respondent's licenses shall be and are hereby reprimanded.

15. Respondent agrees to waive demand, notice of non-payment, and protest, in the event a suit shall be brought for collection of outstanding balance of the fine, default interest, and

costs, if this Agreement has to be collected upon demand of an attorney. Respondent shall be liable to pay Court costs and a reasonable attorney fee for such collection.

16. It is expressly understood a violation of provisions of this Agreement shall be considered a violation of Chapter 455, Florida Statutes, for which disciplinary action may be initiated.

17. This Agreement is to be construed and enforced according to the laws of the State of Florida and venue for any legal action related to this Agreement is agreed by the Respondent to be in Leon County, Florida.

18. It is expressly understood this Agreement is subject to the approval of the Secretary of the agency, or his designee. In this regard, the foregoing paragraphs of the Stipulated Facts, Stipulated Conclusions of Law, and Stipulated Disposition shall have no force and effect unless a Final Order incorporating the terms of this Agreement is entered herein.

19. Should this Agreement be rejected, no statement made in furtherance of this Agreement by either party may be used as evidence in any subsequent proceeding herein.

20. Upon filing of a Final Order adopting this Agreement, Respondents expressly waive all further procedural steps, and expressly waive all rights to seek judicial review of or to otherwise challenge or contest the validity of the Stipulation of Facts, Stipulated Conclusions of Law, Stipulated Disposition, and Final Order incorporating this Agreement, or any part thereof. Upon filing of a Final Order adopting this Agreement, the Department agrees that the Administrative Complaints are fully resolved.

21. Upon the adoption of this Agreement, parties hereby agree each party will bear their own attorney's fees and costs resulting from prosecution and/or defense of this proceeding. The parties waive the right to seek any attorney's fees or costs in connection with this disciplinary proceeding.

22. This Agreement is executed by Respondent for the purpose of avoiding further administrative action with respect to this cause. In this regard, Respondent authorizes the agency hearing officer and/or Secretary of the agency to review and examine all investigative file


materials concerning Respondent, prior to or in conjunction with, consideration of Agreement. Should this Agreement not be accepted, it is agreed consideration of this Agreement and other documents and matters shall not unfairly or illegally prejudice the agency hearing officer and/or Secretary of the agency from further participation, consideration or resolution of these proceedings.

23. This Agreement may be signed in counterparts, and facsimile copies shall be treated as original.

24. The Petitioner reserves the right to correct any typographical errors or make any non-material changes to this Agreement after it is signed.

SIGNED this 27th day of OCTOBER, 2017.


P&R Housing Management Corporation


Pamela Wolters

APPROVED this 30th day of OCTOBER, 2017.



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