

1 5. The management agreement states that RESPONDENT will be paid \$2,880 per
2 month for the management of the Association.

3 6. On or about January 1, 2011, RESPONDENT sent an invoice to the Association
4 for monthly management fees in the amount of \$3,200.

5 7. No amended or new management agreement was signed by the parties to the
6 original written management agreement prior to the RESPONDENT billing the Association the
7 increased fee of \$3,200.

8 8. On June 21, 2011, the Division sent RESPONDENT a letter requesting a written
9 notarized response to the allegation that the management fees were increased without a
10 signed contract and requesting documentation of the increase to include the management
11 agreement, meeting minutes at which the Board approved the increase, and the accounting
12 ledgers that document the monthly fees for 2010 and 2011. The response was requested to
13 be returned to the Division by July 6, 2011.

14 9. No response was received by the Division by July 6, 2011.

15 10. On July 7, 2011, the Division sent RESPONDENT a second letter requesting the
16 above information.

17 11. On or about July 29, 2011, the Division received a written response from
18 RESPONDENT.

19 12. In her written response, RESPONDENT claimed that in October 2010, she had
20 a meeting with three members of the finance committee of the Association and "asked and
21 stated" that Castle Management would be raising the management fee rates. RESPONDENT
22 then prepared a sample annual budget that included the increased fees.

23 13. RESPONDENT's response states:

24 To satisfy Chuck, another vote was taken at the April meeting. Judy recused
25 herself, Chuck abstained and Jackie voted yes. Motion carried.

26 14. Board member, Chuck Wood, is the complainant in this matter.

27 15. RESPONDENT's response does not include any minutes regarding the
28 Association's Board voting at a meeting to increase the rate. RESPONDENT stated that the

1 management agreement was signed by the president, Jackie Squire, but RESPONDENT did
2 not provide the management agreement at that time.

3 16. The Division filed a Complaint with this Commission on February 2, 2012 and
4 this matter was scheduled for March 6-8, 2012.

5 17. By February 2, 2012, the Division had not received any of the requested
6 documentation from RESPONDENT.

7 18. On March 2, 2012, RESPONDENT submitted an answer to the Complaint and
8 included a copy of a signed management agreement dated March 17, 2011. The
9 management agreement was signed by Jackie Squire as president.

10 19. The hearing before this Commission was continued due to the new information
11 and was ultimately scheduled to be heard December 4-6, 2012.

12 20. On or about November 27, 2012, RESPONDENT's attorney produced several
13 documents to the Division in anticipation of the Commission hearing.

14 21. Contained within the documents provided to the Division by RESPONDENT's
15 attorney on or about November 27, 2012 were Meeting Minutes from the Association's
16 meeting on March 16, 2011 which state:

17 Management – Management was discussed and a motion was made and
18 seconded (JS/JG) to retain management and keep fee increase intact. A call for
the vote was Chuck No, Jackie voted Yes. Judy recused herself from a vote.

19 22. Jackie Squire signed the management agreement on March 17, 2011.

20 23. The records do not reflect a meeting of the board took place in April 2011 as
21 RESPONDENT alleged in her response to the Division.

22 24. Complainant, Mr. Wood, became a board member in November 2010 and never
23 received a copy of the signed management agreement dated March 17, 2011 from
24 RESPONDENT.

25 25. The management agreement signed by Jackie Squire was not approved by the
26 board of the Association at a meeting of the Association.

27 ...

28 ...

SUMMARY OF VIOLATIONS OF LAW ALLEGED IN THE COMPLAINT

1
2 1. RESPONDENT violated NAC 116A.355(1)(a) by committing an act of
3 professional incompetence or unprofessional conduct by failing to have changes to the terms
4 of the management agreement be in writing and signed by the contracting parties as is
5 required by NRS 116A.620(5) before she charged the Association an increased monthly fee
6 in January of 2011.

7 2. RESPONDENT violated NAC 116A.355(1)(a)(2) by committing an act of
8 unprofessional conduct as defined in NAC 116A.355(3)(b) by failing to exercise reasonable
9 skill and care with respect to a duty or obligation owed to a client.

10 3. RESPONDENT violated NRS 116A.630(10) by failing to cooperate with the
11 Division in resolving complaints filed with the Division by failing to provide a timely response to
12 the allegations.

13 4. RESPONDENT violated NRS 116A.640(2) by impeding or otherwise interfering
14 with an investigation of the Division by failing to comply timely with a request of the Division to
15 provide documents.

16 5. RESPONDENT violated NRS 116A.630(1)(a) by failing to act as a fiduciary in
17 her client relationship.

18 6. RESPONDENT violated NRS 116A.630(1)(b) by failing to exercise ordinary and
19 reasonable care in the performance of her duties.

20 7. RESPONDENT violated NRS 116A.640(2)(b) by impeding or otherwise
21 interfering with an investigation of the Division by supplying false or misleading information to
22 a Division investigator.

23 8. RESPONDENT violated NRS 116A.640(2)(c) by impeding or otherwise
24 interfering with an investigation of the Division by concealing facts or documents relating to
25 the Association's approval or rejection of her management agreement.

26 9. RESPONDENT violated NRS 116A.620(4) by failing to provide a copy of
27 management agreement to all board members.

28 ...

DISCIPLINE AUTHORIZED

Pursuant to the provisions of NAC 116A.360 the Commission has discretion to impose discipline as it deems appropriate, including, but not limited to one or more of the following actions:

1. Revoke or suspend the certificate;
2. Refuse to renew or reinstate the certificate;
3. Place the community manager on probation;
4. Issue a reprimand or censure to the community manager;
5. Impose a fine of not more than \$5,000 for each violation of a statute or regulation;
6. Require the community manager to pay restitution;
7. Require the community manager to pay the costs of the investigation and hearing;
8. Require the community manager to obtain additional education relating to the management of common-interest communities; and
9. Take such other disciplinary action as the Commission deems appropriate.

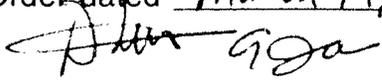
The Commission may order one or any combination of the discipline described above.

SETTLEMENT

1. The Division was prepared to present its case based upon the Complaint filed with the Commission and the Respondent was prepared to defend against the Complaint.

2. The Parties desire to compromise and settle the instant controversy, with neither assenting to the claims or defenses of the other, pursuant to the following terms and conditions.

3. Respondent agrees to pay to the Division \$5,000.00 in an administrative fine to be added to the amount due under the Order of this Commission dated January 8, 2013 (hereinafter the "Prior Order"). The payment terms set forth in the Prior Order shall continue as amended by that certain First Amendment to Findings of Fact, Conclusions of Law and Order dated March 19, 2013 except that the Maturity Date shall be May 1, 2015 and



1 the last payment due on May 1, 2015 shall be \$989.99. It is the intent of the Parties to amend
2 the Prior Order, as previously amended, as set forth in this paragraph but that all other terms
3 of the Prior Order, as amended, shall remain in full force and effect.

4 4. Respondent's supervisory certification was revoked for a period of 1 year from
5 January 8, 2013 under the Prior Order. Respondent agrees to extend the revocation of the
6 supervisory certificate for a period of 2 additional years. Based on this Stipulation and the
7 Prior Order, Respondent's supervisory certificate revocation shall expire on January 8, 2016.

8 5. Respondent shall pay to Mission Hills Homeowners Association \$3,520 which
9 shall be payable in monthly payments of no less than \$290 until the entire amount is paid in
10 full. Each monthly payment is due by the 15th of the month with the first payment due by April
11 15, 2013. Payments shall be sent to Mission Hills Homeowners Association, c/o Colonial
12 Property Management, Attn: Heather Stine, 8595 S. Eastern Ave., Las Vegas, NV 89123.

13 6. A default by the Respondent of any term of this Stipulation shall be a violation of
14 Respondent's probation under the Prior Order.

15 7. The Division agrees not to pursue any other or greater remedies or fines in
16 connection with Respondent's alleged conduct referenced herein.

17 8. Respondent and the Division agree that by entering into this Stipulation, the
18 Division does not concede any defense or mitigation Respondent may assert and that once
19 this Stipulation is approved and fully performed, the Division will close its file in this matter.

20 9. Respondent agrees that if the terms and conditions of this settlement are not
21 met, the Division may, at its option, rescind this Stipulation and proceed with prosecuting the
22 Complaint before the Commission.

23 10. Respondent agrees and understands that by entering into this Stipulation,
24 Respondent is waiving her right to a hearing at which Respondent may present evidence in
25 her defense, her right to a written decision on the merits of the Complaint, her rights to
26 reconsideration and/or rehearing, appeal and/or judicial review, and all other rights which
27 be accorded by the Nevada Administrative Procedure Act, the Nevada Common Interest
28 Ownership statutes and accompanying regulations, and the federal and state constitutions.

1 Respondent understands that this Stipulation and other documentation may be subject to
2 public records laws. The Commission members who review this matter for approval of this
3 Stipulation may be the same members who ultimately hear, consider and decide the
4 Complaint if this Stipulation is either not approved by the Commission or is not timely
5 performed by Respondent. Respondent fully understands that she has the right to be
6 represented by legal counsel in this matter at her own expense.

7 11. Each party shall bear its own attorney's fees and costs.

8 12. Stipulation is Not Evidence. Neither this Stipulation nor any statements made
9 concerning this Stipulation may be discussed or introduced into evidence at any hearing on
10 the Complaint, if the Division must ultimately present its case based on the Complaint filed in
11 this matter.

12 13. Approval of Stipulation. Once executed, this Stipulation will be filed with the
13 Commission and will be placed on the agenda for approval at its March 19-21, 2013 public
14 meeting. The Division will recommend to the Commission approval of the Stipulation.
15 Respondent agrees that the Commission may approve, reject, or suggest amendments to this
16 Stipulation and that it must be accepted or rejected by Respondent before any amendment is
17 effective.

18 14. Withdrawal of Stipulation. If the Commission rejects this Stipulation or suggests
19 amendments unacceptable to Respondent, Respondent may withdraw from this Stipulation
20 and the Division may pursue its Complaint before the Commission at the Commission's next
21 regular public meeting.

22 15. Release. In consideration of execution of this Stipulation, the Respondent for
23 herself, her heirs, executors, administrators, successors, and assigns, hereby releases,
24 remises, and forever discharges the State of Nevada, the Department of Business and
25 Industry and the Division, and each of their respective members, agents, employees and
26 counsel in their individual and representative capacities, from any and all manner of actions,
27 causes of action, suits, debts, judgments, executions, claims, and demands whatsoever,
28 known and unknown, in law or equity, that the Respondent ever had, now has, may have, or

Attorney General's Office
555 E. Washington, Suite 3900
Las Vegas, NV 89101

1 claim to have, against any or all of the persons or entities named in this section, arising out of
2 or by reason of the Division's investigation, this disciplinary action, and all other matters
3 relating thereto.

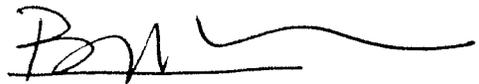
4 16. Indemnification. Respondent hereby indemnifies and holds harmless the State
5 of Nevada, the Department of Business and Industry, the Division, and each of their
6 respective members, agents, employees and counsel in their individual and representative
7 capacities against any and all claims, suits, and actions brought against said persons and/or
8 entities by reason of the Division's investigation, this disciplinary action and all other matters
9 relating thereto, and against any and all expenses, damages, and costs, including court costs
10 and attorney fees, which may be sustained by the persons and/or entities named in this
11 section as a result of said claims, suits, and actions.

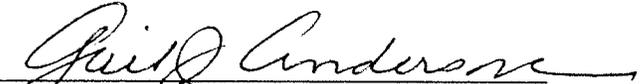
12 17. Respondent has signed and dated this Stipulation only after reading and
13 understanding all terms herein.

REAL ESTATE DIVISION
DEPARTMENT OF BUSINESS & INDUSTRY
STATE OF NEVADA

15 3-19-13
16 Approved & Ordered

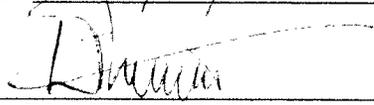
Dated: 3-19-13

18 

By: 
GAIL J. ANDERSON, Administrator

19 Barry Breslow
20 Acting Chairman

Dated: 3/19/13

By: 
DIANE WILD, Respondent

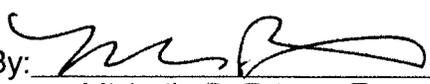
22 Approved as to form:

23 CATHERINE CORTEZ MASTO
Attorney General

ALVERSON TAYLOR

24 Dated: 3-19-13

Dated: 3/19/12

26 By: 
27 Michelle D. Briggs, Esq,
Senior Deputy Attorney General
28 Attorney for the Division

By: 
Alan Mulliner, Esq.
Attorney for Respondent