

# SIEGFRIED | RIVERA

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LINDSEY THURSWELL LEHR  
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REPLY TO CORAL GABLES OFFICE

February 10, 2025

## **VIA EMAIL**

Brickell Place Phase II Association, Inc.  
1925 Brickell Avenue  
Suite #D-201  
Miami, FL 33129

**Re: Representation of Brickell Place Phase II Association, Inc. ("Association")**

Dear Sir/Madam:

Siegfried Rivera, (the "Firm") is located in Miami-Dade, Broward and Palm Beach Counties. The Firm is one of the largest law firms in South Florida in the number of community associations represented and has extensive experience in the areas of construction law as well as all matters involving community associations. Members of the Firm lecture on a regular basis at seminars dealing with all issues affecting community associations, such as the legal problems encountered by associations after developer turnover, construction defects and warranty violations.

Our engagement will not begin until you return the signed engagement letter and required retainer to us. Your signature signifies the Association's agreement to the terms set forth. This representation of the Association is limited to those matters which are specifically requested in writing by the board but includes all conferences, consultations, correspondence, legal research, and attendance at board or membership meetings as requested. We will not undertake any analysis or perform any work without a written request to do so. Our rates for this representation are \$375.00 per hour as a blended rate for associate attorneys and shareholders. This representation does not include litigation or arbitration in actions to compel compliance with the Association's documents, any general litigation, construction projects, construction defect litigation, negotiation of construction defect or 558/turnover claims or issues, loan transactions or the reaffirmation

of documents and revitalization of covenants. In the event our services are requested in connection with litigation or other matters not included in this representation as specified above, our rates shall range from \$400.00 - \$700.00 per hour, depending on the individual attorneys assigned to the matter. Paralegals bill at the rate of \$140.00 - \$225.00 per hour for certain limited services. All of the Firm's rates and procedures are subject to change from time to time. In addition, you agree that you shall also pay the Firm for all out-of-pocket expenses and internal charges associated with its representation. These charges, which may exceed direct costs and include allocated overhead expenses, include but are not limited to overnight and courier charges, digital images (currently billed at 15 cents per page), postage, and the like. Litigation costs such as deposition costs, court reporter costs, expert costs and the like are also considered out-of-pocket expenses. Invoices for general services will be generated on a monthly basis and any invoices generated for the collection services described below are due and payable within ten (10) days of receipt of such invoice. Any invoice which remains unpaid for thirty (30) days after issuance, shall accrue interest at the rate of one and a half (1.5%) percent per month, until paid. The statement for professional services will describe the service rendered, the time spent rendering that service and the cost of that service to you. You agree to carefully read all invoices and promptly notify us, in writing, of any claimed errors, discrepancies or objections, within thirty (30) days from the date of invoice. Absent notification from you within such time frame, the reasonableness of legal services rendered or the amount due on the account as stated in said invoice shall be deemed accepted.

Collection Services: Our collection services generally include a letter to the owner demanding payment of assessment and other charges ("Demand Letter"), the filing of a lien ("Claim of Lien"), foreclosure of the Association's Claim of Lien ("Lien Foreclosure"), defending the Association in a collection action by a lienholder, and defending the Association's interests in a bankruptcy. Collection services are provided in accordance with Schedule A attached hereto and incorporated herein by this reference.

The Firm has been retained for the limited purposes identified in this letter. Matters not covered by this letter include opinions regarding defective construction, structural integrity, appropriate building repairs or replacement, life safety conditions, accounting, zoning and land use, probate matters, insurance, taxation and finance matters, bankruptcy and engineering matters/issues. The scope of work provided by the Firm under this letter does not include and in no way shall be deemed to include any engineering, design, accounting, insurance, financial, construction or architectural services. The Association may receive engineering reports/assessments from other entities (developer turnover reports, building dept reports, etc.) for which we are not responsible. The Firm does not accept any responsibility or liability for the content, accuracy, completeness, reliability, or legality of the information provided by any engineer, design professional, consultant, accountant, insurance agent, financial advisor or architect retained by you or by any other entity or person. The Firm assumes no responsibility or liability for any errors or omissions in the opinions, statements, or reporting of any engineer, architect, accountant, insurance agent, financial advisor, contractor, design professional or consultant retained to assist you or opinions,

statements or reporting provided to you. The Firm does not guarantee the completeness, accuracy or usefulness of any information provided by others and the Firm's or its attorney's discussion, comments or recommendations as to opinions provided by others is solely for facilitation purposes and shall not be deemed as an adoption or assumption of any opinions, representations or warranties by others. The Firm takes direction from your designated representative. Until receipt of written instructions to the contrary from your designated representative, you do not authorize the Firm to disclose information to any other party, a unit owner if in a condominium or third party, without your written consent, even if the disclosure could be made to protect the life, safety or health of any property or person. The Firm does not unilaterally or proactively search for possible or potential construction issues or other possible or potential problems unless specifically and expressly asked to do so by you.

In the event either party to this Agreement shall seek to enforce its terms, then the prevailing party shall be entitled to recover its attorney's fees and costs, including those on appeal. It is expressly understood and agreed that the parties hereto waive the right to a trial by jury of any dispute arising out of this Agreement. Should this Firm deem it necessary to withdraw due to lack of timely payments of the attorney's fees or costs, or due to other grounds consistent with the standards of The Florida Bar, then we shall have a right to a retaining lien against documents or other property or funds in our possession until full payment of all sums due. It is agreed that from the proceeds of any recovery on a claim, whether by settlement, judgment or otherwise, the Firm may deduct its attorneys' fees and all costs and expenses which remain unpaid at the time of settlement or payment of the judgment amount from those proceeds. It is further agreed that the Firm is authorized to deduct any outstanding fees and costs from any deposits held in trust by the Firm. The Firm reserves the right to apply the proceeds due the Association of any collection account to any unpaid legal services and costs due to the Firm. Further, if the Association is not current with the payment of the monthly invoices submitted by the Firm to the Association, the Firm reserves the right to suspend any pending work and ask for advances for attorney's fees and costs before any additional work is undertaken.

You also have the right to terminate our representation by written notice at any time. In the event that either you terminate the representation or we exercise this right to withdraw, we shall nevertheless be entitled to the full amount of our fees for services rendered to the date we cease providing services. Once you or we terminate our further representation, you as a client will not be obligated to pay any fees subsequently incurred except as you request or as are necessary to assist in the transition of your matter to another lawyer. However, we will be entitled to payment of any outstanding sums due through the day of termination by you and any previously incurred costs, including any cost for which we received bills after termination.

In the course of representing you, numerous records and documents (originals and copies) will likely come into our possession, and we will generate various additional documents. Naturally, you may examine any written materials in our files (unless they are protected by a confidentiality agreement or order precluding such examination) at any

time we agree upon prior to the termination of our representation. However, we retain ownership of our entire work product. Upon the termination of our representation in connection with the described engagement, we will maintain our files electronically for five (5) years, after which any written materials not returned to you may be destroyed by us. Your execution of this agreement constitutes your consent to this procedure. We note that loss of hard copies or electronic files may occur through circumstances beyond our control, such as natural disasters.

It is likely that during the course of this engagement both you and the firm will use electronic devices and Internet services (which may include unencrypted wired or wireless e-mail, cellular telephones, voice over Internet, electronic data/document web sites, and other state of the art technology) to communicate and to send or make available documents. Although the use of this technology involves some degree of risk that third parties may "hack into" or otherwise access confidential communications, we believe and, by agreeing to the engagement letter, you agree that the benefits of using this technology outweigh the risk of accidental disclosure. Nevertheless, just as we have policies and systems in place designed to make our electronic communications with you reasonably secure, it is equally important that you also communicate with us in a manner that reasonably protects the confidentiality of information we share and any attorney-client privilege that may apply to our communications. This means that you should not use any computers or other electronic devices, networks, or Internet addresses that are owned, controlled, or may be accessed by others, including but not limited to, your employer, a hotel, library or Internet café, or a shared home computer, to send or receive confidential information to or from us. Any device you use should be password protected and not accessible for use by any third party.

This Firm shall not be liable to you for any loss you may sustain because we exercised our right to file a lien to obtain full payment of fees and costs. If the Firm deems it necessary to do so for the protection of our interests, we may file this agreement in court proceedings or record it in the public records.

You acknowledge and agree that funds held on your behalf in the Firm's IOTA trust account may exceed the FDIC insurance limits. You further acknowledge and agree that all funds held on your behalf in the Firm's IOTA trust account will be held in a single account regardless of whether those funds exceed the limits of FDIC insurance and thus are not subject to FDIC insurance.

IT IS UNDERSTOOD AND AGREED THAT THIS FIRM HAS MADE NO WARRANTIES OR REPRESENTATIONS CONCERNING THE SUCCESSFUL OUTCOME OR TERMINATION OF ANY MATTER, AND THAT PAYMENT TO THIS FIRM IS NOT PREDICATED UPON A SUCCESSFUL OUTCOME.

Please be assured that our Firm is qualified and staffed to provide you with the personal attention, consideration and legal representation your Association deserves and expects. If the above fee arrangement is acceptable to you, please execute the original of this letter and Schedule A where provided and return it to our office.

Brickell Place Phase II Association, Inc.

February 10, 2025

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Thank you for the confidence you have expressed in our Firm, and we look forward to working with you towards the successful operation of the Association.

Sincerely,

SIEGFRIED RIVERA

/s/ Lindsey Thurswell Lehr

Lindsey Thurswell Lehr

LTL/omf  
Enclosure(s)

WE HEREBY accept the above terms this \_\_\_\_ day of \_\_\_\_\_, 2025.

Brickell Place Phase II Association, Inc.

By: \_\_\_\_\_

  
Signature of President  
Board of Directors

**RESOLUTION**

The Board of Directors of Brickell Place Phase II Association, Inc. approved by a majority vote, the appointment of any Siegfried Rivera (the "Firm") attorney to act as its attorney and agent-in-fact for the purpose of signing Demand Letters and Claims of Lien on behalf of the Association for non-payment of assessments, attorney's fees interests, late charges if applicable and costs. Upon submission of written authorization from the Association or its management company, any attorney of the Firm is authorized to sign the Demand Letters, Claims of Lien and Releases of Lien on behalf of the above Association.

The Association acknowledges that the Firm will rely on, and its collection efforts on behalf of the Association will be based on, the accounting/bookkeeping information provided by the Association and/or its management company. Further, the Association agrees that if an account is forwarded to the Firm and the amounts are inaccurate, the Association agrees to pay the Firm all attorney's fees and costs incurred in connection with such account. The Association agrees to indemnify, defend and hold harmless the Firm, its officers, directors and employees, from any and all claims, suits, causes of action, damages, losses or expenses, including attorney's fees at both the trial and appellate level, arising out of, related to, or resulting from, collection efforts based on inaccurate accounting/bookkeeping information.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2025.

Brickell Place Phase II Association, Inc.

By: \_\_\_\_\_  
Signature of President  
Board of Directors

# EXHIBIT A

## SCHEDULE OF COLLECTION FEES

Most collection work will be billed on a flat fee basis for certain services performed. Such work, and an approximation of the rates charged, include:

| DESCRIPTION                                                                                                                             | FLAT FEE <sup>1</sup>    |
|-----------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| Demand letter                                                                                                                           | 214.50                   |
| Intent to foreclose Letter with Claim of Lien                                                                                           | 416.00                   |
| Review Title, Preparation of Complaint and Summons                                                                                      | 650.00                   |
| Preparation of alias summons and additional summons                                                                                     | 81.25<br>(Per Defendant) |
|                                                                                                                                         |                          |
| Prepare Motion for Default, Default Order, Non-Military Affidavit and update title exam per Defendant                                   | 325.00                   |
| Due diligence search to serve defendants for publication, Preparation of Notice of Action, and Appointment of Guardian Ad Litem Motions | 325.00                   |
| Preparation of Motion to Amend Caption and/or Notice of Dropping Parties                                                                | 162.50                   |
| Preparation of estoppel and partial payment letters/Balance Due                                                                         | 179.00                   |
| Preparation of Motion for Summary Judgment and supporting affidavits                                                                    | 650.00                   |
| Preparation of Motion for Default Final Judgment and supporting affidavits                                                              | 650.00                   |
| Review Mortgage Foreclosure Complaint, Review of Title, Prepare Answer to Bank's Complaint                                              | 325.00                   |
| Review of Bankruptcy petition In Chapter 13, Prepare Notice of Appearance, Prepare Proof of Claim                                       | 325.00                   |
|                                                                                                                                         |                          |
| Insufficient Funds letter*                                                                                                              | 50.00                    |
| Preparation of release of Lien                                                                                                          | No Charge                |
| Letter to Association regarding New Owners*                                                                                             | 50.00                    |

<sup>1</sup> All time expended in the collection process, other than the standard work set forth above, shall be billed to the Association at the standard hourly rates for associates and shareholders. The above rates and description of services may change from time to time. Certain flat fees are set forth on our bills as a fixed time entry. The fixed time entry equals the same amount as the flat fee.

## **ASSOCIATION INFORMATION SHEET**

**ASSOCIATION:** \_\_\_\_\_

**MAILING ADDRESS:** \_\_\_\_\_

**ASSOCIATION TELEPHONE/FAX NUMBER:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**MANAGEMENT COMPANY:** \_\_\_\_\_

**MAILING ADDRESS:** \_\_\_\_\_

**MANAGEMENT TELEPHONE/FAX NUMBER:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Association Zip Code** \_\_\_\_\_

### **BOARD OF DIRECTORS**

| NAME | PHONE | HOME ADDRESS | EMAIL ADDRESS | OFFICER/<br>DIRECTOR |
|------|-------|--------------|---------------|----------------------|
|      |       |              |               |                      |
|      |       |              |               |                      |
|      |       |              |               |                      |
|      |       |              |               |                      |
|      |       |              |               |                      |
|      |       |              |               |                      |
|      |       |              |               |                      |
|      |       |              |               |                      |
|      |       |              |               |                      |

**Board Meeting:** \_\_\_\_\_

**Annual Meeting:** \_\_\_\_\_

**Ins. Agent:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

**Registered Agent:** \_\_\_\_\_

**PLEASE COMPLETE AND RETURN. THANK YOU.**



# SIEGFRIED | RIVERA

201 Alhambra Circle – 11th Floor

Coral Gables, FL 33134

Collections Telephone Number 305-442-0877/Collections Fax Number 305-446-8727

## VIOLATION INFORMATION SHEET

Date: \_\_\_\_\_

**NAME OF ASSOCIATION:** \_\_\_\_\_

Unit Owner: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ Tel. No.: \_\_\_\_\_

Unit Address: \_\_\_\_\_

Tenants, if any: \_\_\_\_\_

**LOT** \_\_\_\_\_ **BLOCK** \_\_\_\_\_ **UNIT** \_\_\_\_\_ **BUILDING** \_\_\_\_\_

[Unit Address, Lot, Block or Bldg. and Unit MUST BE PROVIDED]

**Please proceed with the following:**    ☐ Enforcement Letter (ONLY)  
                                                          ☐ Violation Complaint  
                                                          ☐ Other:

**Describe violation:** \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_ Time: \_\_\_\_\_ Place: \_\_\_\_\_

**Who committed the Violation(s): Names if known, otherwise describe:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Name, Address and Phone Number of Witnesses:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Were Photographs taken?** YES ☐ NO ☐ If Yes, please produce.

**Was a security or police report filed?** YES ☐ NO ☐ If yes, please produce.

**Was the Unit Owner/Tenant notified of violation(s)?** YES ☐ NO ☐ (Attach all correspondence)

**Are there any facts which would support a unit owner's claim of selective enforcement of the Association's rules and regulations?** YES ☐ NO ☐

**Additional Comments:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
**PROPERTY MANAGER/PRESIDENT OF BOARD**

# SIEGFRIED | RIVERA

201 Alhambra Circle – 11th Floor

Coral Gables, FL 33134

Collections Telephone Number 305-442-0877/Collections Fax Number 305-446-8727

## AUTHORIZATION TO PROCEED

DATE: \_\_\_\_\_

Association: \_\_\_\_\_

Account No. \_\_\_\_\_

Unit Owner(s): \_\_\_\_\_

Tel. No. \_\_\_\_\_ Fax No. \_\_\_\_\_ Email \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Property Address: \_\_\_\_\_

(Include Apt. No. and Zip Code)

Lot \_\_\_\_\_ Block \_\_\_\_\_ Building \_\_\_\_\_ Unit \_\_\_\_\_

**(Unit Address, Lot, Block or Bldg. and Unit MUST BE PROVIDED)**

Please proceed with the following:

- (\_\_\_\_\_) 1. **Demand Letter followed by Lien.** Pursuant to Florida Statute, please provide a copy of the Association's thirty (30) day Notice of Late Assessment mailed to the delinquent owner, as well as a copy of the current ledger starting with a \$0.00 balance. No further authorization to lien is required. Lien will be filed 45 days after the Demand Letter.
- (\_\_\_\_\_) 2. **Claim of Lien without Demand Letter.** (Do not check this option, if #1 is selected.) Pursuant to Florida Statute, please provide a copy of the Association's thirty (30) day Notice of Late Assessment mailed to the delinquent owner, a copy of the current ledger starting with a \$0.00 balance, and a copy of the Association's forty-five(45) day Notice of Intent to Record a Claim of Lien (a/k/a Demand Letter).
- (\_\_\_\_\_) 3. Foreclosure Action.
- (\_\_\_\_\_) 4. TENANT RENTAL DEMAND LETTER\* Must provide copy of lease, name of tenant and mailing address for owner.
- (\_\_\_\_\_) 5. Other: \_\_\_\_\_

## ASSESSMENTS:

Year 20\_\_\_\_/\$\_\_\_\_\_ per month

Year 20\_\_\_\_/\$\_\_\_\_\_ per month

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

TOTAL: \_\_\_\_\_

TOTAL: \_\_\_\_\_

## TOTAL ASSESSMENTS DUE:

LATE CHARGES:

\$ \_\_\_\_\_

SPECIAL ASSESSMENTS:

\$ \_\_\_\_\_

OTHER: \_\_\_\_\_

\$ \_\_\_\_\_

(Fines, Violations, etc.)

**TOTAL AMOUNT DUE:**

\$ \_\_\_\_\_

\_\_\_\_\_  
Property Manager/President of Board

Email address: \_\_\_\_\_

The Association acknowledges that the Firm will rely on, and its collection efforts on behalf of the Association will be based on, the accounting/bookkeeping information provided by the Association and/or its management company. The Association agrees to indemnify, defend and hold harmless the Firm, its officers, directors and employees, from any and all claims, suits, causes of action, damages, losses or expenses,

including attorney's fees at both the trial and appellate levels, arising out of, related to, or resulting from, collection efforts based on inaccurate accounting/bookkeeping information.

## SCHEDULE A

### COLLECTION PROCEDURES

While fees and costs are incurred for demand letters<sup>1</sup>, Claims of Liens, and Lien Foreclosures will be billed at a rate of \$325.00 per hour for associates and shareholders and are generally collected from the owner at the rates set forth in Exhibit "A", they are still the responsibility of the Association.

We advance the costs for Demand Letter and Claims of Lien. For Lien Foreclosures, we will require a cost advance of \$625.00, which is an average of the usual costs advanced. If additional costs are incurred over the \$625.00 advanced, you will be billed in the next month's billing. We bill all other costs as they are incurred, including a charge for digital images @ \$.15 each.

In the course of representing you, it is likely that numerous records and documents (originals and copies) will come into our possession and numerous additional documents will be generated by us. Naturally, you may examine any written materials in our files at any time we agree upon prior to the termination of our representation of you, but you acknowledge that all of our work product is owned by us. Upon the termination of our representation of you in connection with the described engagement, we will retain our files for five (5) years, after which any written materials not returned to you may be destroyed by us. Your execution of this agreement constitutes your consent to this procedure.

In addition, there are certain circumstances when both the attorney's fees and costs incurred will be billed and become due from the Association. Those circumstances are as follows:

A) In those instances when the Association requests a Demand Letter be sent to the delinquent owner by the Firm, we will proceed to file a Claim of Lien after the expiration of the time frame set forth in the Demand Letter. In the event that we are instructed not to proceed with the filing of a Claim of Lien, or unable to proceed with the filing of a Claim of Lien due to circumstances beyond our control, the Association shall be obligated to pay our attorney's fees and costs in connection with the Demand Letter.

B) If the Association does not authorize the Firm to initiate Lien Foreclosure proceedings within thirty (30) days from this Firm's request to initiate Lien Foreclosure proceedings, then the Association shall be obligated to pay the full amount of attorney's fees and costs in connection with the filing of the Claim of Lien.

C) When review of the chain of title prior to the filing of a Claim of Lien reveals that a senior lienholder defined as "anyone holding a superior security interest in the property" has either initiated or completed proceedings which may impede the Association's ability to collect its delinquent Assessments and the Association chooses not to proceed to file the Claim of Lien. The Association will be responsible for all costs and attorney's fees incurred to the date it decides not to proceed. In addition, if the Association wishes to proceed and requests that a Claim of Lien be filed, notwithstanding the fact that its claim may be compromised due to the action of the senior lienholder or first mortgagee, the Association shall also be obligated for any and all

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<sup>1</sup> A final notice of late assessment must be sent by the Association and/or its management company. We will send demand letters before filing a Claim of Lien unless specifically provided with the Association's 30-day Notice of Late Assessment and copy of the 45-day Demand Letter.

additional costs and the attorney's fees in connection with the filing of the Claim of Lien. Further, if the Association's Claim of Lien is at any time foreclosed by a senior lienholder or first mortgagee, the Association shall pay all attorney's fees and costs incurred.

D) When the Association has begun the collection process (i.e. Demand Letter, Claim of Lien or Lien Foreclosure) and a senior lienholder subsequently initiates a collection action, at the initiation of the senior lienholder's action, (i.e. filing of lis pendens and/or complaint, etc...) the Association shall pay all attorney's fees and costs incurred. Further, if the Association instructs us to defend the Association's interest in any action filed by a senior lienholder or any other mortgagee, the Association shall be obligated to pay all attorney's fees and all costs incurred. Unless the Firm is instructed to the contrary, we will undertake representation on behalf of the Association in an action filed by any senior lienholder.

E) In the event the Association takes title at a foreclosure sale, or fails to bid the full amount of its judgment or accepts a deed in lieu of foreclosure, then the Association shall be obligated to pay the full amount of the attorney's fees together with all costs incurred, or the amount of fees awarded by the Court, whichever is less.

F) In the event an owner files for bankruptcy after (1) the Firm demands payment for past due Assessments, (2) the filing of the Association's Claim of Lien or (3) during the pendency of any Lien Foreclosure action filed by the Association, and we represent the interests of the Association in the bankruptcy proceeding, then the Association shall be obligated to pay our general hourly rates. Every effort shall be made to recover our attorney's fees and costs in the bankruptcy proceedings. In addition, the Association will be charged for attorney's fees and costs incurred through the date of the bankruptcy filing and the amount charged will be included as a claim in the bankruptcy.

G) In the event a counterclaim or crossclaim is filed in the Association's Lien Foreclosure action, or a defense asserted other than payment, then the Association shall be obligated to pay all attorney's fees and costs incurred.

H) In the event the Association accepts and/or requests stipulation for payments which are longer than six (6) months, then the Association shall pay our attorney's fees and costs when the stipulation is executed.

I) In the event the Association or its agent takes action subsequent to turning a matter over to this Firm which action adversely affects, compromises, settles or otherwise negatively impacts this Firm's efforts to efficiently and timely pursue the matter, then the Association shall pay all attorney's fees and costs incurred.

J) In the event the Association requests that the Firm pursue remedies in a foreclosure, other than collection of past due amounts, including, but not limited to, obtaining and collecting money judgments, writs of possession or pursuing deficiency judgments, then the Association shall be obligated to pay our collection services hourly rates.

K) In the event Association or its agent(s) provides false, incorrect, incomplete, insufficient or inaccurate records to this Firm.

L) The Association and/or its agent fails to reasonably cooperate with the Firm.

M) The Association fails to notify our office of changes in its collection policy, the adoption of amendments to Assessments provisions in the governing documents, or to provide new information relevant to collection of delinquent accounts.

N) The Association lacked the authority to impose the Assessments or the owner was not delinquent.

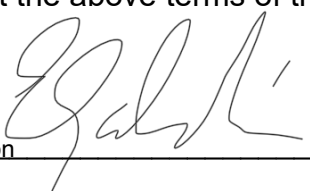
O) Upon termination of this Agreement, all outstanding attorney's fees and costs shall be due and payable.

The Association acknowledges that the Firm will rely on, and its collection efforts on behalf of the Association will be based on, the accounting/bookkeeping information provided by the Association and/or its management company. The Association agrees to indemnify, defend and hold harmless the Firm, its officers, directors and employees, from any and all claims, suits, causes of action, damages, losses or expenses, including attorney's fees at both the trial and appellate levels, arising out of, related to, or resulting from, collection efforts based on inaccurate accounting/bookkeeping information.

Client acknowledges reading this Schedule A and the terms outlined herein.

WE HEREBY accept the above terms of this Schedule A this 10<sup>th</sup> day of February, 2025.

By:

  
\_\_\_\_\_  
Eleonora Gabaldon

Signature of President  
Board of Directors