Becker

COMMUNITY ASSOCIATION AUTHORITY TO REPRESENT AND RETAINER AGREEMENT

This Agreement is effective from January 1, 2025 to December 31, 2025.

This Agreement can be renewed for additional one year periods, **AT THE ELECTION OF THE ASSOCIATION**, by paying the Annual Retainer Fee for the next calendar year period. The billing rate and the terms of this Agreement effective for any renewal term remain the same, unless a change is announced by the Firm in writing. **This Agreement may be terminated at any time by either party by giving written notice to the other party.**

Toscana at Bay Colony Condominium Association, Inc. ("Association"),

by and through its Board of Directors, retains the law firm of BECKER & POLIAKOFF, P.A. (hereinafter referred to as "Firm" or "Becker"), to represent it as legal counsel in the matters described in this Agreement and its Exhibits. This retainer and representation is solely and exclusively for the benefit of the Association, as a corporate entity, and not for any other party or third parties. There are no intended third party beneficiaries, including, but not limited to members of the Association; residents living in the community operated by the Association or guests of such residents; officers, directors, employees, or agents of the Association.

Paying the Annual Retainer Fee sum of Three Hundred Dollars ($300.00) entitles the Association to the services listed in Exhibit "A" **at no extra charge**.

The Firm will provide general legal services upon the request of the Association or as authorized by this Agreement concerning the day-to-day operation of the Association, including certain litigation, arbitration and mediation matters, on the reduced hourly fees stated in Exhibit "B" to this Agreement, subject to the terms and conditions in Exhibit "A".

The undersigned officer or agent of the Association represents and certifies that he(she) is authorized by the Board of Directors to execute this Agreement and agrees to the terms contained in the attached Exhibits on behalf of the Association and its membership.

"ASSOCIATION"

By: _____

Print Name: CONRAD M. BETSKOFER

Print Title: PRESIDENT

Date: 12/3/24

The above employment is accepted on the terms set forth herein.

BECKER & POLIAKOFF, P.A.

BY_____

KENNETH S. DIREKTOR, ESQ.
Association Practice Group Leader

Law Offices of Becker
1 East Broward Blvd., Suite 1800 • Ft. Lauderdale, FL 33301
Telephone (954) 987-7550

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EXHIBIT "A"
SERVICES PROVIDED UNDER ANNUAL RETAINER AGREEMENT AT NO EXTRA CHARGE

1. Reduced hourly rates for all Becker attorneys performing work under the Annual Retainer Agreement. This includes general association matters, mediation, arbitration and certain litigation services.

2. Preparing a standard Annual Meeting Notice Package [notice(s), general or statutory limited proxy (as applicable) and voting certificate] for the Association's Annual Meeting occurring in the calendar year of the Annual Retainer Agreement. The Annual Retainer Fee must be paid by no later than February 28th in order for the Annual Meeting Notice Package to be prepared at no charge. The Annual Meeting Questionnaire is now available online and must be completed and returned electronically. You will receive a link to your Annual Meeting Questionnaire every year with instructions on how to fill out and submit electronically after completion. *In addition, to have your annual meeting notice package prepared at no cost, you must return the Annual Meeting Questionnaire to your attorney at least 30 days prior to the date on which your first notice must be mailed. Any changes requested after you have received your Annual Meeting Notice Package will be charged at your attorney's billing rate.* **NOTE: The Association will be billed for preparing voting documents for any vote other than the election of the Board of Directors. The attendance of an attorney at the Annual Meeting, preparing amendments or anything else not specifically included in the standard notice package set forth above are not included under the Annual Retainer Fee and will be billed at the hourly fee in Exhibit "B" to this Agreement.**

3. As an Annual Retainer Client of Becker, you will have exclusive access to Association Adjusting - a licensed and insured Public Adjusting Firm, which provides Becker clients with only the highest level of professionalism and excellence on claims stemming from hurricane damage, water damage, theft, fire, mold, roof leak, or any other type of calamity.

4. Membership in the Firm's Community Association Leadership Lobby ("CALL") is exclusive to annual retainer clients and CALL members and includes year-round CALL email alerts explaining and tracking Florida legislation and other timely topics impacting shared ownership communities. In addition, our legislative update each year will summarize the new laws that have passed and provide guidance on the operational changes you and your management team need to implement to comply with those new laws.

5. First access to Firm publications which highlight new case decisions, legislation, or other important matters to keep your Association informed. Our many blogs, newsletters, and special alerts, such as our Florida Condo and HOA blog, Community Association Law Blog, Construction Law Authority Blog and Community Association Update E-Newsletter, are designed to keep you informed on all the latest news that could affect your Association.

6. Annual retainer clients will receive personalized, periodic emails from their attorney at no charge explaining new legislation or other legal developments that may impact the Association's operations.

7. Free, client-focused programming, including more than 200 client educational courses and webinars annually on a variety of topics, including: Board Certification, Legal Updates, Hurricane Preparedness, Budget and Reserves, Construction Defects, Turnover, and more. We also offer special webinar topics, such as Updating Documents, SB154 Applications, and Insurance. Classes are DBPR approved for CAM (Manager) credit. Many of our classes are also available online at: https://www.floridacondohoalawblog.com/classes/.

8. Access 24 hours per day, 365 days per year to the Firm's collection/foreclosure case information Website: https://portal.beckerlawyers.com. This Client portal, which is password protected, allows you access to your collection/foreclosure matter(s) at any time of day or night, so that you no longer have to call or get billed to find out the status on your matter(s). The portal is updated regularly and also enables you to view and/or print status reports on any one or all of your collection/foreclosure matter(s).

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EXHIBIT "B"

BECKER & POLIAKOFF, P.A.

FORT MYERS/NAPLES

ANNUAL RETAINER BILLING RATES
(January 1, 2025 – December 31, 2025)

ATTORNEY	HOURLY BILLING RATES
Joseph E. Adams Shareholder, Board Certified Specialist, Condominium & Planned Development Law	**$525.00**
Sanjay Kurian Office Managing Shareholder for Fort Myers Board Certified Specialist, Construction Law	**$525.00**
Aaron J. Pruss Shareholder, Board Certified Specialist, Construction Law	**$525.00**
J. Robert Caves, III Shareholder, Board Certified Specialist, Condominium & Planned Development Law	**$450.00**
David G. Muller Office Managing Shareholder for Naples Board Certified Specialist, Condominium & Planned Development Law	**$450.00**
Thomas J. Code Shareholder, Board Certified Specialist, Construction Law	**$440.00**
JoAnn N. Burnett Senior Attorney, Board Certified Specialist, Condominium & Planned Development Law	**$400.00**
Jennifer L. Biletnikoff Shareholder, Board Certified Specialist, Condominium & Planned Development Law	**$400.00**
Yeline Goin Senior Attorney, Board Certified Specialist, Condominium & Planned Development Law	**$385.00**
J. Kevin Miller Shareholder	**$385.00**
Michelle H. Kaiser Senior Attorney	**$350.00**
Brandon R. McDowell Senior Attorney	**$350.00**
Joseph B. Markovich Attorney	**$315.00**
Connor M. Boe Attorney	**$300.00**

NOTE: **Other attorneys, not included on this list, will from time to time perform work for your Association. At such time, you will be advised of their billing rates before any work is commenced. Rates for collection work will vary and are set forth in the Exhibits to this Retainer.**

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EXHIBIT "C"

TERMS AND CONDITIONS
FOR COMMUNITY ASSOCIATION ANNUAL RETAINER AGREEMENT

THE FIRM WILL ALSO HANDLE THE FOLLOWING MATTERS:

1. Assessment Collection: The Association can ask the Firm to collect delinquent assessments. Most standard collection and foreclosure work will be billed as detailed in the Uniform Collection Policy and Retainer Agreement attached as Exhibit "D" and the Foreclosure Retainer Agreement contained in Composite Exhibit "E". Unless a different fee is specified, other Collection work, including standard foreclosure actions, will be billed at the rate of Two Hundred Dollars ($200.00) per hour for paralegal time and Two Hundred Fifty Dollars ($250.00) for attorney time, according to the terms of this Agreement, the Collection Retainer Agreement, and the Foreclosure Retainer Agreement. Defending standard foreclosures will be handled according to the terms of this Agreement and the Defense of Foreclosure Retainer Agreement in Composite Exhibit "E".

2. Enforcement of Rules and Regulations and Covenants: After receiving a written request from the Association concerning a violation of the covenants or rules and regulations and verifying the violation, a letter will be sent to the violator advising of the violation and requesting compliance with the covenants and/or rules and regulations. By authorizing the Firm to send a violation letter, the Association also authorizes the Firm to reply to or communicate with any person who responds on behalf of the violator. This service is provided at the hourly rate set forth in Exhibit "B". If the letter fails to achieve the desired results, upon the written request of the Association, an action will be commenced in court or in arbitration, or pre-suit mediation will be initiated, as may be required by law, and handled in accordance with the terms of this Agreement and the Covenant Enforcement Retainer Agreement attached as Exhibit "F". The rates and terms set forth in Exhibit "F" apply only to routine covenant and rules enforcement matters against members of the Association. Non-routine covenant enforcement matters (as determined by the Firm) and representation in matters adverse to parties other than members of the Association are subject to such terms and conditions as the Firm determines to be reasonable, as set forth below regarding legal services not covered by this Retainer.

3. Corporate Status: Unless the Association instructs the Firm, in writing, not to provide the service, the Firm will check the Association's corporate status annually with the Florida Secretary of State and report to client, if client has any status other than active or if any deadline for presenting the status is approaching. This service is provided at the hourly rate in Exhibit "B", but is not billable unless we determine that the filing is delinquent or the Association has been or is on the verge of being administratively dissolved.

4. Registered Agent: At the Association's request, the Firm will serve as registered agent for the Association at no charge. As registered agent, the Firm may receive service of process and official notices from governmental agencies and other parties on behalf of the Association. The Firm will forward them to the Association with instructions on handling. This service will be provided at the hourly rate in Exhibit "B".

5. Legal Opinions for Audits: Generally accepted accounting principles require a legal opinion on the Association's potential liability in connection with an audit. Every file and matter the Firm handled for the Association over the past fiscal year must be reviewed and analyzed in order to render the legal opinion required by the Association's accountant. The Firm takes on liability for these opinions. Therefore, the Association will be value-billed, at the rate set forth in Exhibit B, in accordance with the vast undertaking and liability involved.

6. Legal Opinions for Bank Loans: As a condition to loaning money, most banks require a legal opinion from the Association's attorney concerning the validity of the loan documents and collateral, the authority of the Association to borrow money and the verification that the procedures followed by the Association were correct. This is a complicated and time-consuming process, as every loan document must be reviewed and analyzed, the governing documents must be reviewed and analyzed, various other searches and due diligence must be performed, the Association's meetings, actions and procedures must be reviewed and analyzed and various communications with the bank and its attorney must be made. The Firm is exposed to potential liability for these opinions. Therefore, the Association will be value-billed by the attorneys handling the loan transaction, in accordance with the vast undertaking and liability involved. All attorney's fees for the loan opinion, including all attorney's fees for all work and services arising out of, concerning, or relating to the loan and loan opinion, must be on the loan closing statement and paid from the loan closing proceeds at the loan closing. These attorney's fees will not be billed and invoiced on the Association's normal monthly invoice from the Firm, unless the loan does not close.

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7. Attorney Testimony and Discovery Responses: In the event an attorney from the Firm is asked by the Association to testify or give evidence on the Association's behalf, or if an attorney from the Firm is subpoenaed or otherwise required to testify or give evidence on behalf of or against the Association, the Association will be billed at and the Association agrees to pay the hourly rate set forth in Exhibit "B" or at the attorney's preferred hourly rate for annual retainer clients, if the attorney's hourly rate is not listed on Exhibit "B".

8. Marketable Record Title Act ("MRTA") and Covenant Extinguishment: Please note that pursuant to Florida's Marketable Record Title Act ("MRTA") certain covenants and restrictions applicable to Associations (primarily related to homeowners' associations but also applicable to other types of associations in certain circumstances) are extinguished by law after a period of 30 years. Certain covenants and restrictions may also expire on their own terms without regard to MRTA. There are procedures for preventing MRTA extinguishment and revival after extinguishment. There may or may not be procedures for the extension or revival of covenants and restrictions which expire by their own terms. The Firm is not responsible to detect, calendar or otherwise address these issues under this Retainer Agreement unless requested in writing by the Association to do so.

9. In any action or lawsuit arising out of or related in any way to the COMMUNITY ASSOCIATION AUTHORITY TO REPRESENT AND RETAINER AGREEMENT, or any exhibit thereto, venue shall be in a court of competent jurisdiction in Broward County, Florida. IN THE EVENT OF A DISPUTE OVER THE AMOUNT OF LEGAL FEES CHARGED OR THE MANNER, NATURE OR EXTENT OF LEGAL SERVICES PROVIDED, YOU AGREE YOU HAVE WAIVED THE RIGHT TO A TRIAL BY JURY.

LAW CLERKS AND PARALEGALS:

In our continuing effort to provide our Associations with quality legal services in the most cost-effective manner, we make use of law clerks and paralegals, both within and outside of Florida, provided that all work performed by paralegals and law clerks is reviewed by an attorney. If the Firm determines that research or other work can be efficiently handled by a law clerk or paralegal under an attorney's supervision, the time of the law clerk or paralegal will be billed at the rate specified on Exhibit "B". Collection and foreclosure paralegals, as noted above under "Assessment Collection," will be billed at the rate of $200.00 per hour.

VALUE BILLING:

In situations where a previously-developed work product (e.g. a previously-developed management contract) is used as a primary source of an attorney's work product, a value may be applied to the previously-developed work product. This process is known as value billing. The benefit to the Association is improved legal services tailored to the Association's needs in less time and at a reduced cost. In all matters, a weighted value (value billing) will be applied to an attorney's efforts that utilize, as a primary source, a previously-developed work product. In other situations, where the Firm's exposure to liability is unrelated to the time actually spent on the legal services performed or is otherwise unusually high for the legal services performed, the Association will be value-billed based on the risk and liability imposed upon the Firm (risk billing). For these services, such as, but not limited to, loan opinions, audit opinions, or insurance coverage opinions, the Association will be charged a fee commensurate with the risk and potential liability of the Firm, which may result in a fee higher than the actual time spent performing the legal services.

If you have any questions concerning the application of value billing or risk billing to a specific matter being handled by the Firm, please feel free to write or call the attorney handling the matter.

LEGAL SERVICES NOT COVERED BY RETAINER:

All other matters not covered by this Agreement, including, but not limited to, matters involving construction, developers, warranties, contractors, casualty and insurance claims, taxation, misrepresentations, accounting claims, mandatory club memberships, recreational leases, land leases, management contract disputes, real-estate transactions, zoning and land use matters, probate matters, complex foreclosure and defense of mortgage foreclosure actions (including, but not limited to, actions involving multi-units or complex lien priority questions), computer issues, bankruptcy and telecommunications issues, and complex or multi-party litigation will be handled on a case-by-case basis, with fees determined and a separate retainer agreement entered into, if and when the need arises. If, for any reason, a separate Retainer Agreement for these other matters is not executed, non-retainer billing rates apply. If services are provided by the Firm prior to the commencement date of this Agreement and no Retainer Agreement is in effect for that period, non-retainer rates and the terms of this Retainer, including but not limited to, the terms set forth under the heading "Billing Policy", apply to those services. Any time the Association discontinues the Annual Retainer Agreement or terminates the services of the Firm for any reason, the Association must execute a new and separate agreement for each and every matter on which the Association wants the Firm to continue representing the Association and for any new matter on which the Association wants the

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Firm to represent the Association. **The Firm will not perform any legal services or work unless and until the new agreement is executed by the Association.** The new agreement will be on such terms and conditions as the Firm requires for a non-annual retainer association. Except to the extent expressly stated in this Retainer, the Firm only performs legal services or gives legal advice when specifically requested or specifically instructed to do so. The Firm does not unilaterally or proactively search for possible or potential legal issues or possible or potential problems, unless specifically and expressly asked to do so.

BILLING POLICY:

The Firm will provide the Association monthly itemized statements for services performed, with the exception of attorney's fees for loan opinions, as set forth in Paragraph 6 above. Fees billed are due and payable within ten (10) days after receiving the statement. Unpaid bills bear interest at the highest rate permissible under the law until paid, commencing 30 days after due date. All payments received on account are applied to the oldest balance then due on any matter, unless otherwise instructed by the Association. All credit card payments shall incur an additional fee of 2.39 percent of the payment amount. In the event that legal action by the Firm is required to collect past-due obligations from the Association, the Firm is entitled to recover its costs and reasonable attorney's fees, and the value of attorney's fees when the Firm represents itself at all pre-litigation, trial, arbitration, and appellate levels. The Firm is also entitled to recover reasonable attorney's fees to establish its right to recover attorney's fees and to establish the amount of attorney's fees to which it is entitled to recover. Should the Firm cease to represent the Association for any reason, including the Firm's voluntary withdrawal during the pendency of any matter or action, and any attorney's fees or costs remain unpaid, the Firm is entitled to a charging lien and to payment of any costs and attorney's fees out of any eventual recovery in the action (in addition to any right to a retaining lien) or other rights retained herein. The Firm can also retain any monies held in trust for the client during the pendency of a fee dispute. In the event the annual retainer fee is not paid on or before February 28 of the calendar year for which the Annual Retainer Agreement is effective, the Association will not be on an Annual Retainer, but instead, will have discontinued the Annual Retainer Agreement.

TRUST FUNDS:

The Client acknowledges and agrees that funds held on the Client's behalf in the Firm's IOTA trust account may exceed the limits of FDIC insurance. The Client further acknowledges and agrees that all funds held on the Client's 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.

DOCUMENT REVIEW FOR NEW CLIENTS ONLY:

As a starting point for representation, we require a complete set of the governing and corporate documents for the community. These are required to be part of the official records of the Association. This includes the original version of the Declaration of Condominium or Covenants, the Articles of Incorporation, the Bylaws, and any amendments or restatements to the foregoing. This also includes, whether recorded or unrecorded, Rules and Regulations and policies, procedures and resolutions of the Board (by way of example, but not limitation, architectural approval forms, records access rules, shutter specifications or collections policies).

The attorney assigned to your file has the discretion to order documents from the public records at the cost to the Association. The attorney also has the discretion to perform an initial review of the documents, on an hourly basis, to familiarize himself or herself with the general documentation of the community or to organize the documents in a manner that will facilitate future representation. Such reviews are not intended to ascertain problematic provisions, conflicts in the documents, or ascertain expiration dates or MRTA issues, as discussed above. Such services can be authorized by the Association by written request to the Firm.

It may also be necessary, in the discretion of the attorney, to order other documents from time to time. Without limitation these may include master covenants, prospectuses, supplements, plats, easements or deeds. The client shall be responsible for the costs of obtaining such documents, and review of same as may be necessary.

COSTS AND OTHER CHARGES:

In addition to the fees set forth above, the Association must pay the Firm for any and all costs, including, but not limited to postage; overnight courier services; travel; parking; filing and electronic filing, recording, certification, Remote Online Notary services, registration or recording fees charged by governmental agencies; costs of preparation and investigation, computer legal research; abstracting; complex document production; processing, loading, conversion, coding, manipulation, technical assistance and project

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management costs for use with litigation support software; computer searches and computer generated documents and filings; and applicable taxes. Some such costs may include an administrative fee charged by the Firm, as determined by the Firm from time to time. However, instead of charging for long distance and telephone conference fees, facsimile transmissions, routine printing, scanning, photocopying, or other digital or electronic images, the firm may elect to charge a one-time fee of $2.25 per megabyte of stored records rounded up to the nearest dollar. This electronic records fee will be charged only once, as records are added to the database, and will not be a recurring charge for storage.

NON-RETAINER BILLING RATES:

Associations not on Annual Retainer or Associations who discontinue Annual Retainer Agreements or terminate the services of the Firm for any reason will be billed at the following hourly rates for general legal services that would have otherwise been covered by the Annual Retainer, which are higher than the hourly rates for Annual Retainer Associations of the Firm: $650.00 for shareholders, $550.00 for senior attorneys, $450.00 for associates. Legal services that would not have otherwise been covered by the Annual Retainer will be billed at the prevailing hourly rates of the attorneys handling the matter and will be quoted prior to commencing legal services for non-retainer Associations. At any time the Association discontinues the Annual Retainer Agreement or terminates the services of the Firm for any reason, the Association will be billed at the attorneys' higher non-annual retainer hourly rates for all legal services the Firm continues to provide at the Association's request or for any new or additional legal services. Further, any and all costs and fees that have accrued, but have not been taken by the Firm or for which payment has not been received by the Firm, are automatically and immediately due and payable in full by the Association to the Firm. The Firm will not provide any legal services unless and until all such accrued costs and fees are paid to the Firm by the Association. In addition to billing at the attorneys' higher non-annual retainer hourly rate, the Firm can require the Association to deposit with the Firm a cost and fee retainer of the Firm's choosing commensurate with the legal services the Firm is being asked to provide. If the Firm requires this cost and fee retainer, the Firm will not provide any legal services unless and until the cost and fee retainer is paid to the Firm by the Association. All client files belong to the Firm, not the client. Subject to the Firm's retaining lien, upon termination of representation, the client may request, only in writing, a copy of client files, excluding Firm work product, administrative materials, internal Firm communications, and billing and financial related items (hereinafter referred to as the "File Documents"). The client must identify with particularity which File Documents it requests. The client must pay, in advance, the cost or estimated cost of duplicating and delivering File Documents calculated as follows: labor cost of $175 per hour (it is estimated four to ten hours will be required for each matter depending upon the size of the file) plus archival retrieval and duplication costs, plus any out-of-pocket costs incurred by the Firm. Copies will be provided within 45 days from receipt of the client's written request *and* payment of the cost of duplicating and delivering File Documents specified herein. The Firm may extend the date for providing copies when the File Documents requested are voluminous. However, Client files are, generally, destroyed seven (7) years after completion of the work and may not be available thereafter for retrieval. **NOTE: If the Association has not renewed its retainer agreement but still requests legal work to be performed or if legal work is otherwise required, the terms and conditions of this Retainer Agreement shall apply except that the Preferred Hourly Rates specified shall not apply and the default non-retainer rates set forth elsewhere herein shall be deemed applicable, and may be adjusted retroactively.**

DISCLOSURE OF ATTORNEY-CLIENT RELATIONSHIP:

The Association consents to the firm disclosing the attorney-client relationship existing between the Association and Becker for the firm's marketing and promotional purposes.

Our communications with the Association are subject to the attorney-client privilege, which could be waived by communications with parties not subject to the privilege. Based upon Florida case law, a court may determine on a case by case basis whether communications with a Community Association Manager (CAM) or management company constitute a privilege waiver. We recommend that our clients consult with us about this issue and determine the extent of CAM/management company involvement in legal matters. Absent same, and understanding that a privilege waiver issue could arise, it is the Firm's policy to communicate with those "authorized contacts" designated by the Association, including CAMs and management companies unless advised to the contrary. However, any communications received by the attorney or the Firm related to life safety issues may be responded to or forwarded to the Board of Directors and management contacts as the attorney or the Firm considers appropriate.

CONFIDENTIALITY:

Our relationship with you, including the communications between our office and you and your co-workers, is confidential and those communications are covered by what is called lawyer/client privilege. In order for us to best represent your interests and to give you the best possible legal representation, it is vitally important that you respect that relationship and confidentiality and that you

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take care not to divulge any of our confidential communications to any outside party including family members and friends. Providing such information to another person or company means that the opposing party to our litigation may in some fashion gain access to information which we consider to be highly critical in the representation of your matter.

The usage of social media such as Facebook©, Instagram®, X© or even Linkedin® (etc.) may jeopardize the confidentiality, if any of the materials you "post" on a site are relevant to any matter involved in your case. A "tweet" in which you might discuss a deposition or a discussion that you might have with someone in your firm may allow the opposing counsel to "discover" (using a process called Discovery) details of a matter which is germane and possibly even vital to your representation. We ask, therefore, that you not use any of these kinds of sites to discuss your case or anything even remotely related to your case. We cannot take responsibility for, nor countenance the usage of social media. Please be advised that if we, in our professional opinion, feel that you have used such media in a manner which is detrimental to the matter at hand and to our success or failure in representing your interests, we reserve the right to withdraw from representation in the same manner that we might if you had failed to follow through with our requests for information or other case related requirements.

CONFLICTS OF INTEREST:

In instances when the Firm represents a corporation or other entity, our Client is the "entity" and not with its individual officers, shareholders, members, managers, directors, partners, or persons in similar positions, or with its parent, subsidiaries, or other affiliates. In these cases, our professional responsibilities are owed only to that entity, alone, and no conflict of interest will be asserted by you because we represent persons with respect to interests that are adverse to the individual persons or business organizations having a relationship with you. Of course, we can also represent individual officers, shareholders, partners, members, managers and other persons related to the entity in matters that do not conflict with the interests of the entity, but any such representation will be the subject of a separate engagement letter. Similarly, when we represent a party on an insured claim, we represent the insured, not the insurer, even though we may be approved, selected, or paid by the insurer.

TEXT MESSAGING:

Direct messaging, including text messaging, is discouraged as the Firm cannot easily obtain and store copies of what may be important client communications in that format. However, if it is in the Client's best interest, the Firm and Attorneys may communicate with a Client via a text messaging platform.

VIRUS AND COMPUTER HACKING PROTECTION:

During the course of our engagement, we will exchange electronic versions of documents and emails with you and others using commercially available software. Unfortunately, businesses and people are often victimized by the creation and dissemination of computer viruses, hackers, malware, ransomware or similar destructive electronic programs. We take these issues seriously and have invested in software and systems that identify and protect against these issues. We update our system with the software of various vendors' current releases at regular intervals. And we train lawyers and staff to recognize these issues.

Because bad actors can penetrate any computer security systems, we cannot guarantee we will not be successfully attacked or that your documents, email and confidential information will not be compromised. Accordingly, we are not responsible for any such issues and make no warranties regarding them.

CONSENT TO ARBITRATION

NOTICE: This agreement contains provisions requiring arbitration of fee disputes. Before you sign this agreement, you should consider consulting with another lawyer about the advisability of making an agreement with mandatory arbitration requirements. Arbitration proceedings are ways to resolve disputes without use of the court system. By entering into agreements that require arbitration as the way to resolve fee disputes, you give up (waive) your right to go to court to resolve those disputes by a judge or jury. These are important rights that should not be given up without careful consideration.

In the event of a disagreement concerning fees, the undersigned parties agree to submit their controversy concerning the legal fees charged by the firm to binding arbitration. The undersigned parties consent to resolve their dispute through The Florida Bar's Fee Arbitration Program, pursuant to Chapter 14 of the Rules Regulating The Florida Bar, the Fee Arbitration Procedural Rules and Chapter 682, Florida Statutes.

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EXHIBIT "D"

UNIFORM COLLECTION POLICY AND RETAINER AGREEMENT FOR COMMUNITY ASSOCIATION ANNUAL RETAINER CLIENTS OF BECKER & POLIAKOFF, P.A.

When a collection matter is referred to the Firm, it must be submitted on a ledger showing all charges, payments and delinquencies and dating back to a time when the delinquent owner had a zero balance. The Association must also provide a copy of the Notice of Late Assessment that was mailed to the owner. The Firm will send a Notice of Intent to Lien letter to the delinquent owner requesting payment of the outstanding obligation within forty-five (45) days and specifying the Association's intent to record a Claim of Lien.

If payment in full is not received within the time allowed under the Firm's Notice of Intent to Lien letter, after verifying that payment has not been made directly to the Association and obtaining the Association's authorization, the Firm will record the Claim of Lien. The Firm will send the owner a copy of the Claim of Lien, together with a Notice of Intent to Foreclose letter advising of the Association's intent to foreclose that Claim of Lien within forty-five (45) days from the date the letter is mailed, unless full payment is made.

Pursuant to the **Fair Debt Collections Practices Act,** the Firm may be defined as a debt collector when providing collection services and the assessment may fall within the definition of a debt. The law requires collection efforts to be suspended, if a debtor requests validation of the debt in writing within thirty-five (35) days of the initial communication between the debtor and the debt collector. The Firm will cease collection efforts until the Association verifies, in writing, the amount due. The Association agrees to cooperate with the Firm in connection with any effort to validate the debt. If the Association fails to cooperate, the Firm will take no further action on the Association's behalf. The Firm will mail a copy of the Association's verification to the debtor. Should the Association receive any notice disputing the delinquent amount or receive a request for validation of the debt, such notice or request must be immediately provided to the Firm.

As compensation for collection services provided by the Firm, the Association agrees to pay to the Firm Two Hundred Dollars ($200.00) per hour for paralegal time and Two Hundred Fifty Dollars ($250.00) for attorney time. The billing rate and the terms of this Agreement effective for any renewal term remain the same, unless a change is announced by the Firm in writing before the renewal begins. This billing rate supersedes and replaces any and all prior agreements on billing rates.

The Firm will provide the Association monthly itemized statements for services performed. Fees billed are due and payable within ten (10) days after receiving the statement. Unpaid bills bear interest at the highest rate permissible under the law until paid, commencing 30 days after due date. Alternative billing arrangements may be made by the Firm, at its discretion, upon the written request of the Association. If so provided, the Association must sign a separate retainer agreement setting forth the terms of representation.

In addition to the fees set forth above, the Association must pay the Firm for any and all costs, including, but not limited to postage; overnight courier services; travel; parking; filing and electronic filing, recording, certification, registration or recording fees charged by governmental agencies; costs of preparation and investigation, computer legal research; abstracting; complex document production; processing, loading, conversion, coding, manipulation, technical assistance and project management costs for use with litigation support software; computer searches and computer generated documents and filings; and applicable taxes. Some such costs may include an administrative fee charged by the Firm, as determined by the Firm from time to time. However, instead of charging for long distance and telephone conference fees, facsimile transmissions, routine printing, scanning, photocopying, or other digital or electronic images, the firm may elect to charge a one-time fee of $2.25 per megabyte of stored records rounded up to the nearest dollar. This electronic records fee will be charged only once, as records are added to the database, and will not be a recurring charge for storage.

The owners may be responsible to reimburse the Association for court costs and attorney's fees incurred in the collection of assessments. Nevertheless, the Association understands that the Firm will remit statements for services rendered and costs incurred on a monthly basis and the Association agrees to pay such amounts as billed. Any amount received from the owner will be remitted to the Association and such amount may include attorney's fees and costs previously paid to the Firm by the Association. Regardless of whether all fees and costs billed to the Association are recovered from the owner, the Association understands and agrees to pay fees and costs billed. If the Association is past due on any of its financial obligations to the Firm, the Firm may withhold delivery of any funds received from an owner at any stage of the collection or foreclosure process until the Association cures any delinquency owed to the Firm, and the Firm may apply any such funds towards any fees and costs owed to the Firm. Should the Firm cease

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representing the Association for any reason, including the Firm's voluntary withdrawal during the pendency of any matter or action, and if any attorney's fees or costs remain unpaid, the Firm is entitled to a charging lien and to payment of any costs and attorney's fees out of any eventual recovery in the action (in addition to any right to a retaining lien) or other rights retained herein.

The Firm will try to recover from the owner the amount paid by the Association to the Firm for those services involved in the collection process at the time the collection matter is resolved. Legal fees billed become part of the claim against the unit (home) owner where permitted by law. At the Firm's discretion, there may be non-routine aspects of a collection matter (e.g. validation of debt responses, special assessments, developer assessment delinquency, non-assessment charges, etc.) that may require review or work by the Firm to properly represent the Association. Some charges are typically not recoverable from the delinquent owner, even though those charges are billed to and paid by the Association. The Association acknowledges that, in certain circumstances, not all legal fees billed will become part of the claim against the owner. Such fees and circumstances are determined by the Firm in its discretion. Unless authorized by the Association, the case will not be settled by the Firm without including the attorney's fees that are part of the claim. Unless Association has an account receivable with the Firm over sixty (60) days past due on any matter, the Firm will advance the cost of recording the claim of lien in the Public Records and the cost of postage, including certified or registered mail. These costs are due and payable on a monthly basis and become delinquent in the same manner as fees provided herein. If any other costs may be incurred in connection with the collection process, the Association must provide the Firm with a cost deposit, in advance of incurring the cost, when requested by the Firm. Any cost deposits not utilized will be refunded to the Association upon conclusion of the matter. However, the Firm has the right, at any time, to disburse funds recovered in the collection process and, at the conclusion of the matter or upon the Association's termination of services, the Firm has the right to disburse the balance of funds in the cost deposit account directly to the Firm to pay fees due the Firm for any collection or other matter.

Notwithstanding anything to the contrary, at any time the Association discontinues the Annual Retainer Agreement or terminates the services of the Firm for any reason, the Association will be billed at the attorneys' higher non-annual retainer prevailing hourly rates for all legal services the Firm continues to provide at the Association's request or for any new or additional legal services the Firm provides at the Association's request. Further, any and all costs and fees that have accrued, but have not been billed by the Firm or for which payment has not been received by the Firm, are automatically and immediately due and payable in full by the Association to the Firm. The Firm will not provide any legal services unless and until all such accrued costs and fees are paid to the Firm by the Association. In addition, the Firm can require the Association to deposit with the Firm a cost and fee retainer of the Firm's choosing commensurate with the legal services the Firm is being asked to provide. If the Firm requires this cost and fee retainer, the Firm will not provide any legal services unless and until the cost and fee retainer is paid to the Firm by the Association. All client files belong to the Firm, not the client. Subject to the Firm's retaining lien, upon termination of representation, the client may request, only in writing, a copy of client files, excluding Firm work product, administrative materials, internal Firm communications, and billing and financial related items (hereinafter referred to as the "File Documents"). The client must identify with particularity which File Documents it requests. The client must pay, in advance, the cost or estimated cost of duplicating and delivering File Documents calculated as follows: labor cost of $175 per hour (it is estimated four to ten hours will be required for each matter depending upon the size of the file) plus archival retrieval and duplication costs, plus any out-of-pocket costs incurred by the Firm. Copies will be provided within 45 days from receipt of the client's written request *and* payment of the cost of duplicating and delivering File Documents specified herein. The Firm may extend the date for providing copies when the File Documents requested are voluminous. However, Client files are, generally, destroyed seven (7) years after completion of the work and may not be available thereafter for retrieval.

In the event that legal action is required to collect past-due obligations owed to the Firm by the Association, the Firm is entitled to recover reasonable costs and attorney's fees, including the value of time expended by the Firm in pursuing such legal action, even when the Firm represents itself. The Firm is also entitled to recover reasonable attorney's fees to establish its right to recover attorney's fees and to establish the amount of attorney's fees to which it is entitled to recover.

This Agreement authorizes the Firm to sign Claims of Lien, Releases of Lien and Satisfactions of Lien for and on behalf of the Association. It is understood and agreed that the Firm will be relying on information provided by the Association, and that the Firm will not be responsible for the consequences of any inaccurate information which is provided by the Association.

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COMPOSITE EXHIBIT "E"

FORECLOSURE RETAINER AGREEMENT

As compensation for foreclosing the Association's Claim of Lien, the Association agrees to pay to the Firm Two Hundred Dollars ($200.00) per hour for paralegal time and Two Hundred Fifty Dollars ($250.00) for attorney time. The Firm will provide the Association monthly itemized statements for services performed. Fees billed are due and payable within ten (10) days after receiving the statement. Unpaid bills bear interest at the highest rate permissible under the law until paid, commencing 30 days after due date. Alternative billing arrangements may be made by the Firm, at its discretion, upon the written request of the Association. If so provided, the Association must sign a separate retainer agreement setting forth the terms of representation. The billing rate and the terms of this Agreement effective for any renewal term remain the same, unless a change is announced by the Firm in writing before the renewal begins. Association acknowledges that the fees being paid under this Retainer Agreement are less than those fees charged to Associations that are not under an Annual Retainer Agreement with the Firm.

The owners may be responsible to reimburse the Association for court costs and attorney's fees in connection with foreclosing the Association's Claim of Lien. Nevertheless, the Association understands that the Firm will remit statements for services rendered and costs incurred on a monthly basis and the Association agrees to pay such amounts as billed. Any amount received from the owner will be remitted to the Association and such amount may include attorney's fees and costs previously paid to the Firm by the Association. Regardless of whether all fees and costs billed to the Association are recovered from the owner, the Association understands and agrees to pay fees and costs billed. If the Association is past due on any of its financial obligations to the Firm, the Firm may withhold delivery of any funds received from an owner at any stage of the foreclosure process, until the Association cures any delinquency owed to the Firm, and the Firm may apply any such funds towards any fees and costs owed to the Firm. Should the Firm cease representing the Association for any reason, including the Firm's voluntary withdrawal during the pendency of any matter or action, and if any attorney's fees or costs remain unpaid, the Firm is entitled to a charging lien and to payment of any costs and attorney's fees out of any eventual recovery in the action (in addition to any right to a retaining lien) or other rights retained herein.

The Firm will try to recover from the owner, or from the proceeds of the foreclosure sale, the amount paid by the Association to the Firm for those services involved in the foreclosure process, if the matter is resolved prior to a judgment entered by the court. In most circumstances, all legal fees billed become part of the claim against the owner. However, the Association acknowledges that, in certain circumstances, not all legal fees billed will become part of the claim against the owner; such fees and circumstances are determined by the Firm in its discretion. Unless authorized by the Association, the case will not be settled by the Firm without including the attorney's fees that are part of the claim. If attorney's fees are awarded by a court and are collected from a foreclosure sale or are paid by the owner, the Firm is entitled to receive such fees to the extent they exceed the amount the Association would otherwise be obligated to pay the Firm under this Agreement.

It is understood and agreed that this agreement does not apply: (1) to the defense of any counterclaim that may be filed against the Association, or (2) in the event of any factor rendering the litigation unusually complex, as set forth in a written notice from the Firm to the Association, in which case the Firm will be entitled to compensation at the hourly rates set forth in Exhibit "B" or in a separate Retainer Agreement. In the event that a covenant enforcement cause of action is brought against the owner(s) by the Association in the foreclosure action, the billing rates and procedures for covenant enforcement only is the same as those set forth in Exhibit "F". In the event an appeal of the action is filed, a different fee structure may, in the Firm's discretion, apply.

In addition to the fees set forth above, the Association must pay the Firm for any and all costs, including, but not limited to postage; overnight courier services; travel; parking; filing and electronic filing, recording, certification, registration or recording fees charged by governmental agencies; costs of preparation and investigation, computer legal research; abstracting; complex document production; processing, loading, conversion, coding, manipulation, technical assistance and project management costs for use with litigation support software; computer searches and computer generated documents and filings; and applicable taxes. Some such costs may include an administrative fee charged by the Firm, as determined by the Firm from time to time. However, instead of charging for long distance and telephone conference fees, facsimile transmissions, routine printing, scanning, photocopying, or other digital or electronic images, the firm may elect to charge a one-time fee of $2.25 per megabyte of stored records rounded up to the nearest dollar. This electronic records fee will be charged only once, as records are added to the database, and will not be a recurring charge for storage.

Some of the costs are recoverable in the event of a settlement or a favorable judgment. Any cost deposits not utilized will be refunded to the Association upon conclusion of the matter. Further, the Association agrees to submit such attorney's fee deposits,

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in advance, as may be required at the discretion of the Firm, in order to insure that sufficient funds will be available to pay the services that are being rendered, based upon the circumstances of the case from time to time.

If the Association authorizes the Firm to file a foreclosure action, the Association must submit an initial cost deposit for costs, such as filing fees, process server charges and computer searches, which the Firm will deposit into a trust account in the name of the Association. The amount of the initial cost deposit is determined by the Firm, in its discretion, at the time it is requested. Additional cost deposits may be required as the action progresses. The Association agrees to submit such additional cost deposits in advance as required by the Firm. At the conclusion of the litigation or if the Association terminates the Firm's representation, the Firm has the right to disburse the balance of funds in the cost deposit account directly to the Firm to pay fees or costs due the Firm for any collection/foreclosure or other matter.

A short authorization form or other similar writing must be submitted by the Association to the Firm authorizing the Firm to proceed pursuant to the terms of this Agreement. Any additional authorizations or special instructions by the Association regarding the amounts due and/or status of the account or concerning the settlement or dismissal of the action must be submitted in writing to the Firm. This Agreement authorizes the Firm to sign satisfactions of lien for Association. Association acknowledges and agrees that the Firm relies on Association to provide accurate information regarding or in any way relating to any amounts due the Association and Association agrees to defend, indemnify and hold the Firm harmless for any claims of any kind whatsoever, including, but not limited to, any costs and attorney's fees related in any way to the Firm's reliance on the information provided by the Association or Association's agent regarding or in any way related to the amount due the Association.

At any time the Association discontinues the Annual Retainer Agreement or terminates the services of the Firm for any reason, the Association will be billed at the attorneys' higher non-annual retainer prevailing hourly rates for all legal services the Firm continues to provide at the Association's request or for any new or additional legal services the Firm provides at the Association's request. Further, any and all costs and fees that have accrued, but have not been billed by the Firm, or for which payment has not been received by the Firm, are automatically and immediately due and payable in full by the Association to the Firm. The Firm will not provide any legal services unless and until all such accrued costs and fees are paid to the Firm by the Association. In addition, the Firm can require the Association to deposit with the Firm a cost and fee retainer of the Firm's choosing commensurate with the legal services the Firm is being asked to provide. If the Firm requires this cost and fee retainer, the Firm will not provide any legal services unless and until the cost and fee retainer is paid to the Firm by the Association. All client files belong to the Firm, not the client. Subject to the Firm's retaining lien, upon termination of representation, the client may request, only in writing, a copy of client files, excluding Firm work product, administrative materials, internal Firm communications, and billing and financial related items (hereinafter referred to as the "File Documents"). The client must identify with particularity which File Documents it requests. The client must pay, in advance, the cost or estimated cost of duplicating and delivering File Documents calculated as follows: labor cost of $175 per hour (it is estimated four to ten hours will be required for each matter depending upon the size of the file) plus archival retrieval and duplication costs, plus any out-of-pocket costs incurred by the Firm. Copies will be provided within 45 days from receipt of the client's written request *and* payment of the cost of duplicating and delivering File Documents specified herein. The Firm may extend the date for providing copies when the File Documents requested are voluminous. However, Client files are, generally, destroyed seven (7) years after completion of the work and may not be available thereafter for retrieval.

In the event that legal action is required to collect past-due obligations owed to the Firm by the Association, the Firm is entitled to recover reasonable costs and attorney's fees, including the value of time expended by the Firm in pursuing such legal action, even when the Firm represents itself. The Firm is also entitled to recover reasonable attorney's fees to establish its right to recover attorney's fees and to establish the amount of attorney's fees to which it is entitled to recover.

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COMPOSITE EXHIBIT "E"

DEFENSE OF
FORECLOSURE RETAINER AGREEMENT

As compensation for defending the Association in a mortgage foreclosure, or in a community association lien foreclosure action when the Association is a defendant by virtue of its status as an alleged junior lien holder, or to assert in that lawsuit or by separate action, any claims it may have against Plaintiff or the owners, including, but not limited to, foreclosure and damages, the Association agrees to pay to the Firm Two Hundred Dollars ($200.00) per hour for paralegal time and Two Hundred Fifty Dollars ($250.00) for attorney time. The Firm will provide the Association monthly itemized statements for services performed. Fees billed are due and payable within ten (10) days after receiving the statement. Unpaid bills bear interest at the highest rate permissible under the law until paid, commencing 30 days after due date. Alternative billing arrangements may be made by the Firm, at its discretion, upon the written request of the Association. If so provided, the Association must sign a separate retainer agreement setting forth the terms of representation. The billing rate and the terms of this Agreement effective for any renewal term remain the same, unless a change is announced by the Firm in writing before the renewal begins. Association acknowledges that the fees being paid under this Retainer Agreement are less than those fees charged to Associations that are not under an Annual Retainer Agreement with the Firm.

It is understood and agreed that this retainer does not apply: (1) to the defense of any cross-claim that may be filed against the Association, or (2) in the event of any factor rendering the litigation unusually complex, as set forth in a written notice from the Firm to the Association, in which case the Firm will be entitled to compensation at the hourly rates set forth in Exhibit "B" or in a separate Retainer Agreement. In the event that a covenant enforcement cause of action is brought against the owner(s) by the Association in the foreclosure action, the billing rates and procedures for the covenant enforcement only are the same as those set forth in Exhibit "F". In the event an appeal of the action is filed, a different fee structure may, in the Firm's discretion, apply.

In addition to the fees set forth above, the Association must pay the Firm for any and all costs, including, but not limited to postage; overnight courier services; travel; parking; filing and electronic filing, recording, certification, registration or recording fees charged by governmental agencies; costs of preparation and investigation, computer legal research; abstracting; complex document production; processing, loading, conversion, coding, manipulation, technical assistance and project management costs for use with litigation support software; computer searches and computer generated documents and filings; and applicable taxes. Some such costs may include an administrative fee charged by the Firm, as determined by the Firm from time to time. However, instead of charging for long distance and telephone conference fees, facsimile transmissions, routine printing, scanning, photocopying, or other digital or electronic images, the firm may elect to charge a one-time fee of $2.25 per megabyte of stored records rounded up to the nearest dollar. This electronic records fee will be charged only once, as records are added to the database, and will not be a recurring charge for storage.

Some such costs may include an administrative fee charged by the Firm, as determined by the Firm from time to time. It is understood and agreed that the Firm will not be required to advance costs on behalf of the Association, except as elsewhere provided herein, and the Association agrees to submit such cost deposit funds, in advance, as are necessary to pay for out-of-pocket expenses in connection with this matter. Further, the Association agrees to submit such attorney's fee deposits, in advance, as may be required at the discretion of the Firm, in order to insure that sufficient funds will be available to pay the services that are being rendered, based upon the circumstances of the case from time to time. The Firm may, in its discretion, bill the Association for costs incurred on the Association's behalf; payment by Association is due immediately upon billing. At the conclusion of the litigation, or if the Association terminates the Firm's representation, the Firm has the right to disburse the balance of funds in the cost deposit account directly to the Firm to pay fees or costs due the Firm for any collection/foreclosure or other matter. In the event that legal action is required to collect past-due obligations owed to the Firm by the Association, the Firm is entitled to recover reasonable attorney's fees and costs, including the value of time expended by the Firm in pursuing such legal action, even when the Firm represents itself. The Firm is also entitled to recover reasonable attorney's fees to establish its right to recover attorney's fees and to establish the amount of attorney's fees to which it is entitled to recover.

The owners may be responsible to reimburse the Association for court costs and attorney's fees in connection with the proceedings contemplated herein. Nevertheless, the Association understands that the Firm will remit statements for services rendered and costs incurred on a monthly basis, and the Association agrees to pay such amounts as billed. Any amount received from the owner will be remitted to the Association, and such amount may include attorney's fees and costs previously paid to the Firm by the Association. Regardless of whether all fees and costs billed to the Association are recovered from the owner, the Association understands and agrees to pay fees and costs billed. If the Association is past due on any of its financial obligations to the Firm, the Firm may withhold delivery of any funds received from an owner at any stage of the collection or foreclosure process, until the

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Association cures any delinquency owed to the Firm, and the Firm may apply any such funds towards any fees and costs owed to the Firm. Should the Firm cease to represent the Association for any reason, including the Firm's voluntary withdrawal during the pendency of any matter or action, and if any attorney's fees or costs remain unpaid, the Firm is entitled to a charging lien and to payment of any costs and attorney's fees out of any eventual recovery in the action (in addition to any right to a retaining lien) or other rights retained herein.

If the Firm, or any of its attorneys, serves as the Association's registered agent and is served with a foreclosure action wherein the Association is named as an adverse party, this Agreement is the Association's authorization for the Firm to act on the Association's behalf to file whatever response the Firm deems appropriate in the action. Such response may include, but is not limited to, an answer to protect the Association's interest. Such response may be taken by the Firm, in its sole discretion, without any further authorization from the Association and the Association agrees to pay for attorney's fees incurred in such action. Likewise, if the Association, or any agent of the Association, delivers a foreclosure action to the Firm wherein the Association is named as an adverse party, such delivery is the Association's authorization to take whatever action is necessary to protect the Association's interest without further approval from the Association. Any additional authorizations or special instructions by the Association regarding the amounts and/or status of this account or concerning settlement or dismissal of the action must be submitted in writing to the Firm.

At any time the Association discontinues the Annual Retainer Agreement or terminates the services of the Firm for any reason, the Association will be billed at the attorneys' higher non-annual retainer prevailing hourly rates for all legal services the Firm continues to provide at the Association's request or for any new or additional legal services the Firm provides at the Association's request. Further, any and all costs and fees that have accrued, but have not been billed by the Firm or for which payment has not been received by the Firm, are automatically and immediately due and payable in full by the Association to the Firm. The Firm will not provide any legal services unless and until all such accrued costs and fees are paid to the Firm by the Association. In addition, the Firm can require the Association to deposit with the Firm a cost and fee retainer of the Firm's choosing commensurate with the legal services the Firm is being asked to provide. If the Firm requires this cost and fee retainer, the Firm will not provide any legal services unless and until the cost and fee retainer is paid to the Firm by the Association. All client files belong to the Firm, not the client. Subject to the Firm's retaining lien, upon termination of representation, the client may request, only in writing, a copy of client files, excluding Firm work product, administrative materials, internal Firm communications, and billing and financial related items (hereinafter referred to as the "File Documents"). The client must identify with particularity which File Documents it requests. The client must pay, in advance, the cost or estimated cost of duplicating and delivering File Documents calculated as follows: labor cost of $175 per hour (it is estimated four to ten hours will be required for each matter depending upon the size of the file) plus archival retrieval and duplication costs, plus any out-of-pocket costs incurred by the Firm. Copies will be provided within 45 days from receipt of the client's written request *and* payment of the cost of duplicating and delivering File Documents specified herein. The Firm may extend the date for providing copies when the File Documents requested are voluminous. However, Client files are, generally, destroyed seven (7) years after completion of the work and may not be available thereafter for retrieval.

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EXHIBIT "F"

COVENANT
ENFORCEMENT RETAINER AGREEMENT

As compensation for pre-suit mediation, arbitration, or a court action against the unit or lot owner(s) and such other individuals as the Firm may decide, to enforce community association statutes, covenants, restrictions and/or rules and regulations, the Association agrees to pay the Firm based upon Exhibit "B". The Firm will provide the Association monthly itemized statements for services performed. Fees billed are due and payable within ten (10) days after receiving the statement. Unpaid bills bear interest at the highest rate permissible under the law until paid, commencing 30 days after due date. Alternative billing arrangements may be made by the Firm, at its discretion, upon the written request of the Association. If so provided, the Association must sign a separate retainer agreement setting forth the terms of representation. The billing rate and the terms of this Agreement effective for any renewal term remain the same, unless a change is announced by the Firm in writing before the renewal begins. Association acknowledges that the fees being paid under this Retainer Agreement are less than those fees charged to Associations that are not under an Annual Retainer Agreement with the Firm. In the event an appeal is filed, a different rate may apply.

At any time the Association discontinues the Agreement or terminates the services of the Firm, the Association will be billed at the attorneys' higher non-annual retainer prevailing hourly rates for all legal services the Firm continues to provide at the Association's request or for any new or additional legal services the Firm provides at the Association's request. Any and all costs and fees that have accrued, but have not been taken by the Firm or for which payment has not been received by the Firm, are automatically and immediately due and payable in full by the Association to the Firm. The Firm will not provide any legal services unless and until all such accrued costs and fees are paid by the Association. In addition to billing at the attorneys' higher hourly rate, the Firm can require the Association to deposit with the Firm a cost and fee retainer of the Firm's choosing commensurate with the legal services the Firm is being asked to provide. If the Firm requires this cost and fee retainer, the Firm will not provide any legal services until the cost and fee retainer is paid. All client files belong to the Firm, not the client. Should the Firm cease to represent you for any reason, including the Firm's voluntary withdrawal during the pendency of any action, and subject to the right of the Firm to assert a retaining lien, you may request, only in writing, a copy of client files, excluding Firm work product, administrative materials, internal Firm communications, and billing and financial related items (hereinafter referred to as the "File Documents"). You must identify with particularity which File Documents you are requesting. You must pay, in advance, the cost of duplicating and delivering File Documents calculated as follows: labor cost of $175 per hour plus archival retrieval and duplication costs, plus any out-of-pocket costs incurred by the Firm. Copies will be provided within 45 days from receipt of your written request *and* payment of the cost of duplicating and delivering File Documents specified herein. The Firm may extend the date for providing copies when the File Documents requested are voluminous. However, Client files are, generally, destroyed seven (7) years after completion of the work and may not be available thereafter for retrieval.

In addition to the fees set forth above, the Association must pay the Firm for any and all costs, including, but not limited to postage; overnight courier services; travel; parking; filing and electronic filing, recording, certification, registration or recording fees charged by governmental agencies; costs of preparation and investigation, computer legal research; abstracting; complex document production; processing, loading, conversion, coding, manipulation, technical assistance and project management costs for use with litigation support software; computer searches and computer generated documents and filings; and applicable taxes. Some such costs may include an administrative fee charged by the Firm, as determined by the Firm from time to time. However, instead of charging for long distance and telephone conference fees, facsimile transmissions, routine printing, scanning, photocopying, or other digital or electronic images, the firm may elect to charge a one-time fee of $2.25 per megabyte of stored records rounded up to the nearest dollar. This electronic records fee will be charged only once, as records are added to the database, and will not be a recurring charge for storage.

Some such costs may include an administrative fee charged by the Firm, as determined by the Firm from time to time. It is understood and agreed that the Firm will not be required to advance costs on behalf of the Association and the Association agrees to submit such additional cost deposit funds as are necessary to pay for out-of-pocket expenses in connection with this matter. The Association agrees to submit such attorney's fee deposits as may be required at the discretion of the Firm, in order to insure that sufficient funds will be available to pay the services that are being rendered, based upon the circumstances of the case from time to time. In the event that legal action by the Firm is required to collect past-due obligations from the Association, the Firm is entitled to recover its costs and reasonable attorney's fees, including the value of time expended by the Firm in pursuing such legal action, even when the Firm represents itself. The Firm is also entitled to recover reasonable attorney's fees to establish its right to recover attorney's fees and to establish the amount of attorney's fees to which it is entitled to recover. Should the Firm cease to represent the Association

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for any reason, including the Firm's voluntary withdrawal during the pendency of any matter or action, and any attorney's fees or costs remain unpaid, the Firm is entitled to a charging lien and to payment of any costs and attorney's fees out of any eventual recovery in the action (in addition to any right to a retaining lien) or other rights retained herein.

The owners may be responsible for court costs, arbitration costs and attorney's fees in connection with the proceedings contemplated herein. Nevertheless, the Association understands that the Firm will remit statements for services rendered and costs incurred on a monthly basis and the Association agrees to pay such amounts as billed. Any amount received from the owner will be applied first to the unpaid balance of fees and costs, if any, and any excess returned to the Association as a reimbursement of fees and costs previously paid.

A short authorization form or other similar writing must be submitted by the Association to the Firm, authorizing the Firm to proceed pursuant to the terms of this Agreement. Any additional authorizations or special instructions by the Association regarding the services provided under this Retainer must be submitted to the Firm in writing.

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