TANKEL LAW GROUP

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February 24, 2023

Carrollwood Village Phase II Homeowners Association, Inc.

RE: Community Association Representation by Tankel Law Group

Dear Board Members:

This letter is sent in furtherance of your recent request. Thank you for the opportunity to provide you with information concerning legal representation. This confirms that Tankel Law Group (hereinafter the "Firm") is willing to represent the Association named below (the "Client") on the following basis. Our agreed-upon legal fees for day-to-day advice, (other than collections/foreclosures) including but not limited to, rendering of legal opinions, contract review, document preparation, attendance at meetings and similar duties is $300.00 per hour for Firm attorneys. Changes in rates will be disclosed to Client when and if changes go into effect. As a general rule we do not charge for costs. However in some circumstances, costs will be passed on to Client when determined to be appropriate and include postage, photocopies, long distance telephone, facsimile and other similar charges.

The fees and charges called for herein are based on a request for services by Client or it's agent. Client always has the right to inquire, in advance, what a particular request for work to be performed will cost. The Client understands that the practice of law is more of an art than a science, and that various factors may make a particular piece of work product more or less expensive. The Firm will use its best efforts to provide such an estimate and honor it.

In the event that the Firm determines that specialized legal expertise is needed to benefit the Client in a cost effective fashion, any such attorneys will be introduced to the Client before the work is performed and separate fee agreements with that counsel will be executed. Having worked as a partner at a large firm for many years, we believe that no one firm has complete expertise in all areas of law. We have the freedom to suggest the very best lawyers when and if such work is needed.

I have also enclosed the form agreements for the two most common types of matters the Association may be involved with. One deals with covenant enforcement, and the other deals with collections and foreclosures. Those documents are incorporated in this agreement and a separate short form authorization will be requested by us each time that a foreclosure action, defense of mortgage foreclosure, or covenant enforcement arbitration or litigation is brought.

The Client recognizes that, by virtue of experience, training, and exposure to certain areas of practice, the Firm holds expertise in the area of practice encompassed by the Client's engagement. The Client further acknowledges that the Client has sought out and retained the Firm, in addition to other reasons, because of this expertise. The Client agrees to pay a reasonable fee which compensates the Firm for the enhanced value that such expertise brings to these services. The inclusion of this value-based fee shall be

reflected as a reasonable increment of time added to actual time expended for the service, and shall be included at the reasonable discretion of the Firm.

Fees and costs are due and payable within ten (10) days after being billed. Bills not paid within thirty (30) days from the due date will bear interest at the highest rate allowed by Florida law. Venue is in Pinellas County, Florida.

Dispute Resolution/Arbitration

You agree that, with one exception, any and all disputes arising under or relating to this letter agreement, or the engagement and legal services to be rendered, including but not limited to fee disputes, legal malpractice claims, and claims of breach of fiduciary duty, breach of contract, or any others, shall be resolved exclusively through binding arbitration before (1) A Florida Bar Arbitration panel; (2) appointed under the Rules of the American Arbitration Association, or (3) some other comparable arbitration system if the first two arbitration systems are unavailable. The one exception to your agreement to arbitrate concerns ethical grievances which you may have. Nothing in this agreement limits, in any way, your right to file and pursue any ethical grievance against any attorney or the law firm to the fullest extent permitted by applicable law.

You understand that by agreeing to arbitration as a mechanism to resolve all potential controversies, disputes, or claims between us, you are waiving certain rights, including the right to bring an action in court, the right to a jury trial, the right to broad discovery, and the right to an appeal. You understand that in the context of arbitration, a case is decided by an arbitrator (one or more), not by a judge or a jury. You agree that, in the event of such controversy, dispute, or claim between us, the prevailing party will be entitled to recover from the losing party all costs and expenses he, she, or it incurs in bringing and prosecuting, or defending, the arbitration, including reasonable attorneys' fees and costs.

Please review this agreement carefully to be certain that it accurately sets forth our agreement. In the event that you do not understand anything in this letter, please let us know so further written explanations can be provided.

We recommend that before signing this agreement you consult an independent attorney to counsel you on whether it is fair or appropriate for you to agree, as we have asked, that all disputes which may arise between us be resolved by arbitration. Moreover, you understand that you can and should take as much time as you feel necessary before signing this agreement.

For these matters and all related or unrelated legal work, past, present or future, performed by the Firm at any time, including future litigation or drafting of documents, Client agrees to mediate any dispute before taking any action against the Firm or the Firm's employees or agents. Any and all claims or disputes, whether arising by tort or contract, between the Firm and its agents and employees and the Client shall be arbitrated before the Florida Bar Arbitration Program or some other comparable arbitration panel or system, including but not limited to the American Arbitration Association as set forth above. At the Firm's option, any and all such fee disputes, past, present or future, shall be arbitrated through binding arbitration before the Florida Bar Arbitration Program.

Client waives any right to a jury trial against the Firm, at any time for any reason. It is the Parties' intention that this arbitration provision result in binding arbitration of all disputes, now existing or existing in the future between the Parties. The Parties specifically request that the Court broadly enforce this Arbitration Agreement in favor of binding Arbitration of all disputes, and construe this agreement equally between the Parties. The costs of arbitration will be paid equally by the Firm and Client.

Client agrees that any controversy, dispute, or claim between the Parties, whether based on this Agreement, or on a claim of inadequate representation, negligence or fiduciary duty arising by tort or statute or contract or otherwise, shall be resolved exclusively through binding arbitration before the Florida Bar.

Assuming that the foregoing meets with approval of the Board, please have the president or vice president execute the enclosed copy of this correspondence which ratifies our agreements, retain the original and its exhibits and return the fully executed copy to me. I will also need a complete recorded set of your governing documents including your Declaration, Articles of Incorporation and Bylaws, as well as all amendments thereto.

We provide payoff amounts due when a collection matter is being handled by us. We do not issue "Estoppel Certificates."

Attached herewith and incorporated herein and adopted as part of the Agreement between the Firm and client, are the Representation Letter, Collection and Foreclosure Representation Agreement, and Covenant Enforcement Agreement.

Thanking you for the confidence you have shown in me and the Firm, I am

Sincerely yours,

Tankel Law Group

Robert L. Tankel

The terms set forth above, the enclosed Covenant Enforcement Agreement, and the enclosed Master Collection and Foreclosure Representation Agreement are incorporated herein.

Carrollwood Village Phase II Homeowners Association, Inc.

By: _____
Signature

Print Name: _____

Title: _____

Date: _____

CARROLLWOOD VILLAGE PHASE II HOMEOWNERS ASSOCIATION, INC.
MASTER COLLECTION AND FORECLOSURE REPRESENTATION AGREEMENT

Our agreement is set forth below, and we urge you to read it. Please note the following highlights with regard to our representation, which I believe is the most Association friendly in the state:

- We defend mortgage foreclosures with no costs to be reimbursed, and monitor them at NO CHARGE, except if discharged during pendency of an action, or substantial pleadings are filed against the association and are not recovered from the owner.

- We advance all costs and legal fees and there is no exposure to payment of our legal fees or costs except in very limited circumstances as set forth below.

The undersigned entity (hereinafter "the Client" or "Association") hereby authorizes Tankel Law Group (the "Firm"), when requested in writing, or electronically, to represent it in preparation and filing of initial demands as required by law, followup demands and claims of lien, to owner/members of the Client ("Owner(s)") and, in an action against the Owner(s) and other necessary parties, for failure to pay past-due assessments.

The firm strongly recommends that delinquent owners be forwarded for legal action no later than 90 days from the date of delinquency. If Association determines another date it must be in writing.

To perfect a lien, we start with a demand letter, as required by law. If the owner does not pay after the initial demand, we confirm amounts due, if needed, to see if any payments were made and if not, file a claim of lien and make a followup demand as required by law. If the amounts remain unpaid thereafter, we advise the Client to proceed with litigation and advance all costs to commence an action for foreclosure, or in rare cases, a money judgment. The firm will immediately move forward with a money judgment lawsuit pursuant to relevant statute for properties owned by corporations or entities rather than natural persons.

This agreement serves as authority for commencing litigation without further authorization if an owner remains unpaid after demand as set forth above, unless the client advises otherwise. We cannot work with clients who do not meet their obligations to collect the amounts due and have found that the most effective way to proceed is to sue delinquent owners as soon as possible after being authorized to start the process. Once turned over to us we proceed unless the client advises us, in writing, to cease work and why to do so. We work closely with professional licensed Community Association Managers in the vast majority of representation and keep in constant contact with them at every step to make sure that any stray payments, partial payments, and other random events are caught before moving forward. Of course with self managed communities we do the same but we promote licensed CAMS who take the burden off clients and are always ready to promptly reply to these inquiries.

All legal fees and costs in the foreclosure are advanced by the Firm and shall be utilized for such items as court costs, recording fees, costs of preparation and investigation, computer legal research costs, title/abstracting costs, if any, postage, printing and copying costs and applicable sales tax. Costs charged by the Firm are not required to be supported by a specific bill therefor. Certain costs such as title search fees and other services where the Firm may obtain bulk products from unrelated third party vendors where the cost may not be specifically identifiable or attributable to the Client and may be charged as a reasonable cost by the Firm. Other costs such as filing costs and service of process shall be based on actual outlays. Most of the costs are awarded by a court, or in the event of a settlement or a favorable judgment. In rare instances the volume of work may necessitate a litigation cost deposit to be held in trust, as the Firm may not always be able to fund the litigation costs as quickly as the Client may prefer. In such cases all cost deposits will be held in trust and expended only for court costs.

In order to provide a rough guideline as to our fees, please note as follows: amounts charged to delinquent owners are approximately as follows: Preparation of initial demand: $350. Preparation of lien and demand: $500. Preparation of a payoff for use in connection with issuance of an Estoppel Certificate is $375, and in some cases it may be more at the discretion of the Firm; Preparation of Foreclosure Complaint, Summons, Civil Cover Sheet, and related exhibits: $1,000.00. Advanced costs vary as to the stage of a matter, but are not meaningful until a foreclosure is filed in which case costs are approximately $750. Fees for further work are determined on a case by case basis. In the event of termination or withdrawal of the firm from representation, such fees and costs will be charged in full to the client.

The Client authorizes the Firm and its attorneys to process recovery checks and drafts through its trust account and to make disbursements for costs, fees and out-of-pocket expenses. The firm and its attorneys are authorized to negotiate settlements on the Clients' behalf, provided that settlement for anything less than the entire amount owed to the Client must be approved in advance by the Client or its managing agent.

In the event that the property becomes subject to a foreclosure action by a first mortgage holder, the Firm will analyze it and determine if it has been improperly filed due to a failure of the Plaintiff to comply with the requirements of law. In such cases the Firm will either file a standard answer and monitor the progress of the action or file a motion to dismiss the foreclosure **at no charge, on full contingency to be paid by the Plaintiff, and it's counsel, not the Client**, so as to allow collection actions of the association to proceed without competing with the mortgage foreclosure. Client is not liable for any legal fees or court costs in defense of mortgage foreclosures.

If it is determined to be in the best interest of the Client, if the setting of a trial in the mortgage foreclosure or Notice to Show Cause is the best way to get the property in the hands of a new owner, regardless of whether the association recovers past due assessments through legal action, we reserve the right to get the mortgage foreclosure stopped and then determine if it is cost effective to seek a money judgment, and bill the client for such actions, as they are not recoverable in the Clients' action.

The Association hereby agrees that in the prosecution of all actions, the Firm will rely upon figures provided by the Association and/or its managing agent. The Association hereby agrees to indemnify the Firm and hold it harmless from any erroneous information furnished to the Firm. Authorization for preparation of an initial claim will come in the form of a request from the Association or its managing agent along with a complete breakdown of amounts due, along with copies of previous demand letters to Owner and the Owner's mailing address and unit number. In the case of a Special Assessment, copies of the minutes and notice of the meeting, as well as the affidavit of mailing shall be provided upon request.

As compensation for legal services in collections and foreclosures, the Client understands that Tankel Law Group is entitled to a fee from the opposing party as awarded by the court, or as agreed to in a settlement. The fee is to be a reasonable fee as determined by the court for the time, effort and expenses spent on the Clients' behalf, or as agreed to in a settlement with a debtor. ***At no time will the Client be liable for any attorney's fees or costs, except in the following circumstances:***

1. the Association, for whatever reason, without consent of the Firm, decides not to pursue the collection and foreclosure process, compromises or settles the claim without consent of the Firm (in which case the Firm may discharge the client and withdraw as counsel) The client grants the Firm a charging and or retaining lien in the discretion of the firm on all work;

2. the Firm is terminated as counsel, or withdraws as counsel. In such events, The client grants the Firm

a charging and or retaining lien in the discretion of the Firm on all work. The Firm is not obligated to be paid pending the outcome of any matter that new counsel undertakes.

3. A first mortgage foreclosure sale or tax sale takes place before we can finish a sale.

4. Substantial pleadings are filed as affirmative defenses or counterclaims and discovery, document production and /or depositions are set by the defendant, in which case the Firm may bill for such time, all of which is recoverable from the owner

In the event any of the occurrence of the events above, the Client agrees to pay the firm for all costs and legal fees advanced hereunder within Thirty (30) days of billing. Excluded from said fees are the mortgage foreclosure contingency fees referred to above. This is the exception to the delayed billing and advanced costs for demands, liens and lien foreclosures which all become due. Where the events that occur in Paragraph 3 occur, the Firm agrees to use it's best efforts to minimize the fees charged to the client, working on a case by case basis to reduce the amount due to advanced costs.

Our ability to represent the Client under these terms is based primarily on the likelihood that the debtor will settle the matter prior to foreclosure sale, and the owner(s) pay all amounts due to the Association and Firm are paid. Additionally it is based on the likelihood that the property subject to foreclosure will be sold to a third party at a foreclosure sale. If that occurs, all payments due to both the Client and the Firm will be paid in full.

In the event the Client is the high bidder at its foreclosure sale, and takes title, or accepts a deed in lieu of foreclosure, the Client agrees that it will undertake one of the following courses of action: (1) use its best efforts to rent the property, in which case the Firm and Client will agree to a reasonable payment to the Firm or (2) use its best efforts to sell the property to a third party, unrelated to the Firm in which the Firm has no interest and does not and will not represent as a client, our duty flowing only to the Association.

In such cases the Firm will look to the Association or buyer for payment of fees and costs. In the event the Association sells its interest, the Client agrees that the Firm may be paid by a third party for all of its legal fees and costs by said third party. Pursuant to the requirements of Rule 4-1.8(f), Rules Regulating The Florida Bar, client hereby acknowledges and agrees that some or all of the aforementioned fees and costs may be paid by a third party; that there will be no interference with the lawyer's independence of professional judgment or with the client-lawyer relationship; and that information relating to the representation will be protected as required under Rule 4-1.6, Rules Regulating The Florida Bar.

Where the property is leased, the client (or third party buyer) will be billed the entire amount due; we expect to be paid a fair share of rents as they are paid, until we are paid. Generally the amount we seek is $300 a month. If the property is lost in a foreclosure sale, even though the Firm has not been paid in full we write off any remaining amounts due. Unlike almost every other firm in Florida, we partner with our clients and if we get paid in full, we all win; if not we do the best we can to share the pain of the loss.

In the event that the Client cannot, after using its best efforts, sell or lease the property, no charges for fees will be billed, only costs are to be billed and paid. The entire Attorney-Client relationship is based on the parties being in a position of trust and confidence with each other, so we are willing to work with every client, in every matter, to make things as right with the association as possible, even of it means working at no charge on occasion.

Bills not paid within thirty (30) days from the due date will bear interest at the highest rate allowed by Florida law.

Finally the terms contained herein are applicable to collections where there is little or no opposition to the claims of the Client. In the event that affirmative defenses are raised or a counterclaim is filed, or extensive bankruptcy work is required, the Firm reserves the right to advise the Client that legal fees and costs have to be paid

as billed by the Firm, and are included in any final judgment or settlement. This only occurs in approximately 1% of all cases, but is necessary to protect the integrity of the collection process described herein. The terms hereof are incorporated into the letter agreement by reference.

CARROLLWOOD VILLAGE PHASE II HOMEOWNERS ASSOCIATION, INC.
COVENANT ENFORCEMENT AGREEMENT

THE FOLLOWING APPLIES ONLY IN THE EVENT THAT MEDIATION OR ARBITRATION IS FILED

The Client hereby authorizes the law firm of Tankel Law Group (hereinafter referred to as the "Firm"), for the purpose of representing it in mediation, arbitration or a court action against a member of the Client and such other persons as the Firm may decide, to enforce the terms of the Declaration, its supporting exhibits, or the Rules and Regulations, and hereby agrees to the following terms and conditions of the engagement:

1. Attorney's Fees. Client will be liable to the Firm for all fees incurred on Client's behalf. All fees will be billed on an hourly basis at the current rate of $300.00 per hour for Robert L. Tankel and $250.00 for other lawyers under Robert L. Tankel's supervision. The hourly billing rates are subject to change, during the pendency of any matter in the Firm's discretion, without notification to Client. Time is billed by the tenth of an hour (.1 = six minutes, etc.).

2. Costs. Client will be responsible for all out-of-pocket expenses associated with the services performed on Client's behalf. Typical out-of-pocket expenses include, but are not limited to, costs associated with photocopying, facsimiles, long distance telephone charges, courier service, postage, and overnight mail charges. In addition to those general expenses for which Client will be liable, Client will also be responsible for all litigation costs. Typical litigation costs include, but are not limited to, court filing fees, service of process fees, court reporting fees, deposition transcript charges, and expert witness fees. Costs charged by the Firm are not required to be supported by a specific bill therefor, certain costs such as title search fees and other services where the Firm may obtain bulk products from unrelated third party vendors may be charged as a reasonable cost by the Firm. Other costs such as filing costs, service of process shall be based on actual outlays.

The Firm will endeavor to collect all fees from the alleged violator as part of the process, but no guarantees can be made as to the outcome. If fees and costs are recovered where the client has already paid for same, all such monies will be reimbursed to the client.

Before performing any litigation, mediation or arbitration services on Client's behalf, the Firm requires a cost deposit of $400.00. THIS DEPOSIT IS ONLY REQUIRED AT THE START OF SUCH ACTIONS. The cost deposit will be held in the Firm's Trust Account, and used for filing fees, service of process and other costs until the conclusion of the representation. Upon the conclusion of the representation, any remaining cost deposit monies shall be refunded to the Client. The Firm reserves the right to deduct from the cost deposit monies the amount of the final bill, which bill may include charges for both fees and costs. If the Firm elects to deduct the amount of the final bill from the cost deposit monies, the Client shall be refunded the balance, if any. The Firm reserves the right to forward to Client invoices received by the Firm from third parties (court reporters, expert witnesses, etc.); in which case, it will be necessary for Client to pay the invoices directly, rather than having the Firm pay the invoices and then seek reimbursement from Client. The Firm also reserves the right to require additional cost deposits which, in its sole discretion, the Firm deems appropriate.

3. Billing. Client will be billed monthly for fees and costs incurred during the preceding month. All Firm invoices are required to be paid upon receipt. If Client fails to pay any invoice within thirty (30) days of the date of the invoice, Client will be charged interest equal to 1.5% (18% annually) or the maximum allowed by law of the outstanding balance of the invoice.

Under the governing documents of the Client or applicable Statutes, the Client may be entitled to an award of attorney fees and court costs if it is deemed to be the prevailing party in an action. Where the Client is a prevailing party in an action and attorney fees and costs are awarded by the Court and collected by the Client or the Firm, the amounts due to the Firm will be adjusted accordingly.

In the event any Firm invoice is not paid within thirty (30) days of the date of the invoice, the Firm reserves the right to suspend the rendition of legal services and/or to terminate the attorney/client relationship, and the Firm may also institute the dispute resolution process contained in the main fee agreement incorporated herein by reference.

MASTER /SUB-ASSOCIATION FORM

Due to the change in the law, when we file a lien foreclosure on a property, we may need to name a Master Association or a Sub-Association to foreclose out their interests in the property. Please complete the following form send/email to our office.

PLEASE CHECK ONE AS FOLLOWS:

NAME OF ASSOCIATION: Carrollwood Village Phase II Homeowners Association, Inc.

_____ The client is a stand alone Association, with no sub or master association involved.

_____ The client is a Master Association and the property is also subject to another Association's assessments. Please insert name of Sub Association: _____

_____ The client is a Sub Association, and the property is also subject to a master association.

Please insert the name of the Master

Association:_____

THIS FORM MUST BE RETURNED WITH FEE AGREEMENT

COLLECTION INFORMATION SHEET

CARROLLWOOD VILLAGE PHASE II HOMEOWNERS ASSOCIATION, INC.

NOTE: PLEASE COMPLETE INFORMATION BELOW. IF YOUR MANAGEMENT COMPANY IS ACTIVE WITH OUR FIRM, WE WILL ONLY NEED CONTACT NAME AND EMAILS.

MANAGEMENT CO.: _____

LCAM NAME: _____

LCAM PHONE: _____

LCAM EMAIL: _____

LEDGER CONTACT NAME: _____

LEDGER PHONE: _____

LEDGER EMAIL: _____

AUTHORIZATION TO FORECLOSE CONTACT NAME: _____

EMAIL: _____

AFFIDAVIT OF INDEBTEDNESS CONTACT: _____

EMAIL: _____

ADDRESS TO SEND CHECKS:_____

_____

ASSESSMENTS: MONTHLY ___ QUARTERLY ___ SEMI-ANNUAL ___ ANNUAL ___

ASSESSMENT AMOUNT: $_____ LATE FEES $_____ BANK STOP FEES $_____

ASSOCIATION COSTS TO ASSOCIATION: $_____

ASSOCIATION COSTS TO MANAGEMENT $_____

***PLEASE EMAIL RECORDED DECLARATION, BYLAWS, ARTICLES AND ANY AMENDMENTS, BOARD RESOLUTIONS RE: ASSESSMENTS, LATE FEES, ETC. & RULES & REGULATIONS ***

Adrian Madhosingh (Mar 16, 2023 11:16 EDT)

_____

Signature

THIS FORM MUST BE RETURNED WITH FEE AGREEMENT

Tankel Phase II Fee Agreement

Final Audit Report 2023-03-16

Created:	2023-03-15
By:	Dawn Archambault (darchambault@greenacre.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAx6YNZ72XsizdH6qJ6QWie-8ZQcDHiTR4

"Tankel Phase II Fee Agreement" History

Document created by Dawn Archambault (darchambault@greenacre.com)
2023-03-15 - 3:37:47 PM GMT

Document emailed to Adrian Madhosingh (adriancarrollwood@gmail.com) for signature
2023-03-15 - 3:38:25 PM GMT

Email sent to Dawn Archambault (darchambault@greenacre.com) bounced and could not be delivered
2023-03-15 - 3:38:27 PM GMT

Email viewed by Adrian Madhosingh (adriancarrollwood@gmail.com)
2023-03-16 - 3:16:00 PM GMT

Document e-signed by Adrian Madhosingh (adriancarrollwood@gmail.com)
Signature Date: 2023-03-16 - 3:16:10 PM GMT - Time Source: server

Agreement completed.
2023-03-16 - 3:16:10 PM GMT

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