

RESOLUTION OF THE BOARD OF DIRECTORS

The Board of Directors of **NOB HILL BUSINESS CENTER CONDOMINIUM ASSOCIATION, INC.**, (the "Association"), at its regular/special meeting held on MARCH 3, 2020, called for such purpose, approved by a majority vote, the appointment of PETERS & PETERS, ATTORNEYS AT LAW, P.A. ("PETERS & PETERS"), and its employees and agents, as its attorneys at law, to act as its attorneys and agents-in-fact for the purpose of signing Claims of Lien, pleadings, foreclosures, and other associated documents in connection with the Association's efforts in collection of maintenance fees and assessments levied by and due to the Association. Upon submission/referral of a delinquent account to PETERS & PETERS, from the Association or its agents, PETERS & PETERS, and its agents, are authorized to sign the above-referenced documents on behalf of the Association.

NOB HILL BUSINESS CENTER CONDOMINIUM ASSOCIATION, INC.

By: 
TIMOTHY SMITH, President

Date: 3/3/2020

ATTEST:

By: 
Secretary

Date: 3-3-20

**COMMUNITY ASSOCIATION
REPRESENTATION & RETAINER AGREEMENT**

This Agreement shall be effective commencing on _____, between **NOB HILL BUSINESS CENTER CONDOMINIUM ASSOCIATION, INC.**, (hereinafter the "Association"), and PETERS & PETERS, ATTORNEYS AT LAW, P.A. (hereinafter the "Firm"), and shall renew on the annual anniversary date unless terminated by either party as set forth herein.

ENGAGEMENT

By and through its Board of Directors, the Association hereby retains the Firm to represent it as corporate counsel on those matters referred to the Firm as hereinafter embodied in this Agreement. The Firm will perform the following legal services for the Association:

- **General Legal Services**: including attendance at Association meetings, responding to general inquiries regarding Association operations, legal research, review of Association governing documents, drafting and counsel with regard to amendments to governing documents, providing written legal opinions, reviewing and drafting contracts to which the Association is a party, and any other legal matters that may arise in the course of business.
- **Prosecution and Defense in Legal Actions and Proceedings**: including county and circuit court cases, arbitration proceedings, bankruptcy cases, city and county code enforcement proceedings, and any other legal action as requested by the Association.
- **Prosecution of Covenant Enforcement Matters**: including drafting and forwarding of violation letters to owners, tenants, etc., and the prosecution of covenant enforcement actions in the appropriate venue.
- **Collection of Accounts Receivables**: collection of unpaid, delinquent maintenance fees and assessments.

BILLING RATES AND POLICIES

General Billing Rates and Costs:

Attorneys' time for services performed will be billed at the following rates:

- ✓ • \$250.00/hour for non-litigation, general counsel legal services.
- ✓ • \$275.00/hour for litigation matters and contested collection matters.
- ✓ • \$225.00/hour for uncontested collection matters.

The Firm will provide legal services as provided for herein and, whenever possible, seek to recover all fees and costs from the applicable unit owner(s), lenders, or adversarial parties.

In addition, the Association is responsible to pay the Firm for any and all costs incurred on behalf of the Association with regard to any matter as instructed, including, but not limited to, printing and copying (@\$.15/page), postage, travel, courier, freight and other transportation expenditures. The Association also agrees to pay the Firm any and all costs incurred and costs anticipated to be incurred on behalf of the Association in any matter including, but not limited to, court filing fees and service of process costs. The Association also authorizes the Firm to retain and agrees to pay the fees or charges of every other person or entity engaged by the Firm to perform necessary services related to the matter including, but not limited to, court reporters, investigators, expert witnesses, title examiners, and Guardians/Attorneys/Administrators ad Litem, provided that the Firm agrees to obtain the Association's prior consent before incurring any fee or charge which is anticipated to exceed \$500.00.

Value-Added Billing:

In order to maximize efficiency and improve the quality of legal services, the Firm has made substantial investments in the application of technology to the practice of law. This allows the Firm to conduct research, compile documents, and address client needs more effectively; improving the quality of legal services while reducing the costs. Accordingly, when a previously-developed work product is used as a primary source of an attorney's work product, a reasonable, weighted time value is applied to the time expended in providing legal services, allocating a value for the previously-developed work product. This is commonly referred to as "value-added billing". The benefit to the Association is high-quality work product in a fraction of the time and at a fraction of the cost. The Association authorizes and agrees to this billing practice.

Uncontested Collections:

1. Once a collection matter is referred to the Firm, the Firm will prepare and send an *intent-to-lien letter*, via certified and regular mail, breaking down the total due and the timeframe in which payment must be received by the Firm, in compliance with the Florida Statutes and the governing documents of the Association. The attorneys' fees and costs associated with the intent-to-lien letter will be included in the total due.

2. Should the owner fail to pay the total due as set forth in the intent-to-lien letter, the Firm will prepare and record a *Claim of Lien* on behalf of the Association. The Firm will also prepare and send an *intent-to-foreclose letter* to the delinquent owner, via certified and regular mail, advising the owner of the total due and the timeframe in which payment must be received by the Firm, in compliance with the Florida Statutes and the governing documents of the Association. The attorneys' fees and costs associated with the Claim of Lien and letters will be included in the total due.

3. In the event that the delinquent owner fails to pay the total due, as set forth in the Claim of Lien and intent-to-foreclose letter, the Firm will consult with the Association (and/or its authorized agent) to determine whether proceeding with a lien foreclosure lawsuit is in the best interest of the Association. Upon approval from the Association and receipt of the court costs associated with the filing of the foreclosure action (filing fee, service of process, etc.), the Firm will file an action to foreclose the Association's lien, on its behalf. The preparation and filing of the foreclosure lawsuit, and all further actions related thereto, shall be charged hourly at a rate of \$225.00/hour. Attorneys' fees and costs incurred in the foreclosure process (including the costs advanced by the Association) shall be charged to the delinquent owner.

4. The Firm agrees to defer billing and payment from the Association for attorneys' fees and costs incurred in most collection matters. The Firm will pursue payment of all sums due the Association, including all attorneys' fees and costs incurred in collection matters, from the delinquent owner as permitted by law. The Firm shall invoice the Association, and the Association shall make payment to the Firm, for costs and attorneys' fees for services performed in collection matters, in the following instances:

- A collection matter is successfully completed resulting in the Association obtaining title to a unit through Certificate of Title or deed in lieu of foreclosure;
- The owner's debt is discharged or reduced through the owner's bankruptcy;
- The Association takes action which interferes with, impedes, or diminishes the Firm's ability to recover its attorneys' fees and costs from the owner;
- The Association furnishes the Firm with incorrect or incomplete information which impedes or diminishes the Firm's ability to successfully prosecute the claim;
- The owner files a counterclaim/cross-claim/third-party claim in the Association foreclosure action;
- The owner files defenses to the Association foreclosure action other than a defense of payment of the sums claimed due;
- Voluntary termination by the Association of its collection efforts on a particular owner, for any reason, prior to completion;
- A judgment is entered in favor of the owner and against the Association;
- Appellate proceedings are instituted at any point during, or following entry of judgment in the Association foreclosure action; or
- This Agreement is terminated by the Firm or by the Association.

5. When an owner's account is referred to the Firm for collection, all further communication, correspondence, and payment from the owner must be made to the Firm, and not the Association, until that matter is concluded. The Association shall refrain from communicating with the owner regarding that collection matter. In the event that the Association receives direct communication or payment from the owner, the Association shall immediately forward the communication or payment to the Firm.

Miscellaneous Billing Issues:

1. Superior Lien / Lender Foreclosure Actions: Where the Association is named a defendant in a foreclosure action; the Firm shall defend the Association and protect its interest in the subject property. The Firm shall file an Answer and Affirmative Defenses and monitor the matter through its conclusion. In such actions, the Firm shall bill the Association a flat fee of \$350.00 (\$200.00 for the Answer and \$150.00 for the monitoring), plus any costs incurred, in the passive defense and monitoring of the action.

2. Bankruptcy: Where an owner files a bankruptcy proceeding and the Firm takes action to protect the Association's interests, the Firm shall bill the Association at the regular hourly rate for such services. If the only action taken is the filing of a proof of claim and/or the monitoring of the bankruptcy proceeding, the Firm agrees to bill the Association a flat fee of \$225.00 for the preparation and uploading of the proof of claim and \$150.00 per year (or any portion thereof) for the monitoring of the bankruptcy proceeding.

3. Other Actions: Where the Association requests the Firm pursue other remedies against an owner (other than foreclosure) or seeks post-judgment relief against an owner (including, but not limited to, an action for damages/money judgment, a writ of possession, deficiency judgment, etc.), the Firm shall bill the Association at the regularly hourly rate for such services.

4. Disbursements: When an owner (or other party) makes payment on a collection matter, the funds collected will be deposited into the Firm's trust account. Funds shall be disbursed within five (5) business days after confirmation the funds have cleared. Funds shall be disbursed to the Association toward the balance due on the owner's account, less attorneys' fees and costs incurred by the Firm in the proceeding, through the date of disbursement.

5. Payment of Bills: The Firm will provide the Association with monthly, or bi-monthly, itemized statements reflecting services performed and costs incurred. The Association will not receive monthly bills for payment in uncontested collections, superior lienholder/mortgage foreclosures, and bankruptcy matters, unless requested by the Association, as those bills will be deferred as outlined herein. Payment of the sums due shall be made within fifteen (15) days from receipt of the statement. The sums due in a statement shall bear interest at the highest rate permissible under the law, commencing thirty (30) days after the due date until payment in full is made. All payments received from the Association will be applied to the oldest balance due on that matter. In the event the Association is indebted to the Firm for more than thirty (30) days from the due date on any matter, the Association authorizes the Firm to apply any funds held in trust, from any matter of the Association, to pay such indebtedness.

GENERAL PROVISIONS

Information to Client:

The Firm will provide information and updates to the Association on a monthly basis, advising the Association of the status of its pending matters, and the course of action to be taken or recommended by the Firm. The Association acknowledges that all of the Firm's work product is, and shall remain, property of the Firm. The Association may request, in writing, a copy of the Firm's file on an Association matter. The cost of copying shall be charged to the Association. If the files are stored electronically by the Firm, the Firm agrees to make reasonable efforts to provide an electronic copy at no charge. The Firm agrees to make a reasonable effort to retain and maintain all major and significant portions of its files, relative to any matter, for a period of two (2) years following the conclusion of any matter. At the expiration of the two (2) year period, the Firm shall have the right to destroy files unless it has received a written request from the Association for a copy of the file to be delivered to the Association.

Termination / Disputes:

The Association may terminate the services of the Firm by providing thirty (30) days prior written notice, with or without cause. The Firm, in its sole and absolute discretion, may withdraw from any matter, or terminate this Agreement, by providing thirty (30) days prior written notice. For the purposes of this section, written notice shall be provided via regular U.S. mail AND certified mail or overnight delivery.

In the event of termination, the Association agrees to promptly pay the Firm for all services rendered by the Firm, and all other fees, costs, charges, and expenses incurred under this Agreement. In the event of termination of this Agreement, the Firm reserves the right to assert a charging and/or retaining lien on any and all of the Association's property including, but not limited to, files, personal property, and funds held in trust to secure payment of outstanding invoices.

If either party is required to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs at both the trial and appellate levels. If the Firm is the prevailing party, it shall be entitled to an award of reasonable prevailing party attorneys' fees – even in situations in which the Firm elects to represent itself. Venue for any legal action to enforce the terms of this Agreement shall be in Broward County, Florida. The provisions of this paragraph shall survive the termination of this Agreement.

Execution:

This Agreement may be executed in counter-parts, and a faxed, scanned or electronically transmitted executed copy shall be deemed an original.

The undersigned officer of the Association hereby represents and certifies that he/she is authorized by the Board of Directors to execute this Agreement, and hereby agrees to the foregoing terms on behalf of the Association and its membership.

NOB HILL BUSINESS CENTER CONDOMINIUM ASSOCIATION, INC.

By: _____ Date: _____
TIMOTHY SMITH, President

The Firm accepts employment pursuant to the terms set forth above.

PETERS & PETERS, ATTORNEYS AT LAW, P.A.

By: _____ Date: _____
KEVIN G. PETERS, President

2020 FEE SCHEDULE



30-Day Intent to Lien (Demand) Letter w/ property appraisal search		\$285.00 (add \$7.00 every additional address for mailing)
Lien and Intent to Foreclose letter	<u>Lien Amount</u> \$50.00 Title Search/Assembly \$41.00 recording, certified mailing & e-recording (\$7.00 every additional address) \$350.00 legal fees < \$5,000 \$400.00 legal fees > \$5,000 \$500.00 legal fees > \$10,000	\$426.00 \$476.00 \$576.00
Registered mail out of the US		\$19.00
Title Search Update (foreclosure)		\$35.00
Uncontested Foreclosure after complaint filed (when unit owner pays)		\$875.00 + costs
Uncontested Foreclosure after judgment (when unit owner pays)	8 hrs @ \$225.00	\$1,800.00 + costs
Copy fee after Foreclosure filed		\$30.00
Writ of Possession		\$400.00
Set Aside CT, Sale & Judgment (when unit owner pays)		\$350.00
Attorney Fees due if Association takes Title		\$950.00 plus all costs
Tenant Rent Demand Letter		\$80.00 + \$7.00 Certified mail
Lender Foreclosure monitoring (when Association billed)		\$200.00
Lender Foreclosure Preparation of Answer and Aff. Defenses (when Association billed)		\$150.00
Lender Foreclosure monitoring (when bank pays costs)		\$300.00
Lender Foreclosure Preparation of Answer and Aff. Defenses (when bank pays costs)		\$200.00
Push Lender-Case Management		\$400.00
Bankruptcy Monitoring		\$200.00/year
Preparation of Proof of Claim-Bankruptcy		\$225.00
Preparation of Proof of Claim-Estate		\$175.00
Payment Agreement Fee		\$200.00
Monitoring P.A.		\$20.00/month
Stipulation Agreement Fee		\$400.00
NSF Fee		\$40.00
Late Fee under Agreement		\$50.00
Pull old file from storage		\$25.00
Payoffs		\$250.00 to bank \$200 each add'l update
Hourly Rates:		
Uncontested collections		\$225/hr.
General counsel matters		\$250/hr.
Litigation (Including Mediation, Arbitration)		\$275/hr.

PETERS & PETERS, ATTORNEYS AT LAW, P.A.

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