

Collections Agreement

This Agreement is between Colbert Landings Residential Community Association, Inc. ("Client") and Garfinkel Law, P.A. ("Firm").

SCOPE OF RETENTION: Firm agrees to represent Client in collection of its delinquent accounts.

Firm agrees to advance its legal services, time and out of pocket litigation costs on Client's behalf to ensure seamless and expedited collection efforts. **Client does not pay Firm for ANY costs or legal fees during the collection efforts, except as noted herein. All costs and legal fees incurred throughout the collection process are advanced by Firm on Client's behalf.**

Client expressly authorizes Firm to make all litigation decisions on behalf of Client during the pendency of the collection process. Once collection efforts commence (subject to Bank Foreclosures, Owner Bankruptcy and Tax Certificate/Tax Deed auctions), such efforts will proceed forward until either full settlement with the delinquent owner occurs or the property is sold at a public auction. In consideration of, and an express condition to Firm's full advancement of costs and legal fees, Client shall have no right to place a collection matter on hold. In the event Client directs Firm to place a collection matter(s) on hold, any costs and legal fees incurred shall become immediately due and payable to Firm. Upon the issuance of a Certificate of Sale for any delinquent property, costs and legal fees incurred on the matter, not collected from the unit owner, shall be invoiced to the Client. Costs and legal fees are then be due and payable to Firm within thirty (30) days of the date of any such invoice.

COSTS & FEES: Firm will incur costs and fees on behalf of Client, including but not limited to, court fees, travel, depositions, certified postage and the like. Although these costs are advanced by the Firm with the intent to collect from delinquent owners, should the Firm not be paid by owner, Client agrees it is responsible for same and shall immediately reimburse Firm for all costs and legal fees in the event the owner does not pay, the Client decides not to pursue, or Client terminates the Firm. In the event of termination, Firm shall have the right to apply any sums in trust to outstanding legal balances and costs, if they remain unpaid.

BILLING POLICY & NON-PAYMENT OF FEES: In the rare instance where the fees and costs cannot be collected from the debtor, payment is due within Thirty (30) days of receipt of any statement. Bills remaining unpaid after a period of Thirty (30) days will be deemed delinquent and bear interest at the highest rate permissible under the law. If the Client believes the bill is not reasonable, the Client will notify the Firm in writing within ten (10) days of the billing. If no notice is received, it is understood that the billing statement is accepted as correct, accurate and reasonable. If legal action by the Firm becomes necessary to effectuate payment of a past due account owed by the Client, Firm shall be entitled to recover any and all reasonable costs and reasonable attorneys' fees as well as interest thereon as demanded herein incurred by same with respect to the collection of account, notwithstanding the Firm's decision to represent itself in any such action(s). In the event of non-payment, the Firm shall have a lien on all documents, property or money in our possession for all money due us under this agreement, and the Firm shall have a charging lien against the results of litigation

NOTICES: Any notice under this Agreement shall be in writing and deemed sufficient when sent certified mail.

CHOICE OF LAW AND VENUE: This Agreement shall be construed in accordance with and pursuant to the laws of the State of Florida. Prevailing party of any action shall be entitled to reasonable legal fees and costs.

TERMINATION: This Agreement may be terminated without cause by the Client or the Firm upon thirty (30) days (30) notice to terminate sent Certified Return Receipt Mail.

STIPULATION FOR WITHDRAWAL: This Agreement shall act as a stipulation for withdrawal at any time if the Firm is not paid its fees and costs as agreed. This Agreement may be presented to the Court as the Client's agreement to withdrawal from the case in the event Firm is not paid pursuant to this Agreement.

ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties, and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on either party except to the extent incorporated in this Agreement. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if in writing signed by each party or an authorized representative of each party.

EFFECTIVE DATE OF AGREEMENT: Agreement is effective on the date Client signs below.

Date: 04/01/2026 , ,2026.

**COLBERT LANDINGS RESIDENTIAL
COMMUNITY ASSOCIATION, INC.**

GARFINKEL LAW, PA

Signature: Martha Schiffer
Printed Name: Martha Schiffer
Title: HOA Director

By: _____
Karen Marcell, Esq.

Signature: Megan Germino
Printed Name: Megan Germino
Title: HOA Secretary

CLIENT INFORMATION SHEET

(please complete and return)

CLIENT NAME:

MANAGEMENT COMPANY: Folio Association Management

PROPERTY MANAGER: Stephen Ervin

PROPERTY MANGER CONTACT INFORMATION

TELEPHONE NUMBER:	312-239-6631	<u>servin@folioam.com</u>
MAILING ADDRESS:	<u>12906 Tampa Oaks Blvd. Ste 100, Temple Terrace Florida, 33637</u>	
BILLING ADDRESS:	<u>12906 Tampa Oaks Blvd. Ste 100, Temple Terrace Florida, 33637</u>	

BOARD MEMBERS:

Name	<u>Martha Schiffer</u>	Name	<u>Megan Germino</u>
Address	<u>12906 Tampa Oaks Blvd. Ste 100</u> <u>Temple Terrace Florida, 33637</u>	Address	<u>12906 Tampa Oaks Blvd. Ste 100,</u> <u>Temple Terrace Florida, 33637</u>

PHONE:
Work: () _____

Home: () _____

Cell: () _____

e-mail: martha.schiffer@meritagehomes.com

Name _____
Address _____

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Name _____
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