



MARTELL & OZIM, P.A.
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FEE EXPLANATION AND RETENTION AGREEMENT

The purpose of this statement is to ensure that you have a full understanding of the nature of your obligation for attorneys' fees and costs with respect to the undertaking of the representation of **COLBERT LANDINGS RESIDENTIAL COMMUNITY ASSOCIATION, INC. (the CLIENT)**, by the Law Firm of Martell & Ozim, P.A. (the FIRM).

The CLIENT'S obligation to the FIRM for attorneys' fees and costs shall be in accordance with the following:

FEES

The FIRM will be compensated in accordance with its standard hourly rate for community association work, excluding assessment collection work which fee arrangement shall be as set forth in more detail below. The FIRM'S current rate for community association work is \$280.00 per hour for attorney time and \$80.00 per hour for paralegal/legal assistant time. These rates may change, but you will be notified in advance of any such changes.

The hourly rate stated herein shall include, but is not limited to, time spent: in office, in court, on the telephone, in negotiations, in legal research, drafting agreements, drafting pleadings, etc., and for travel to and from the FIRM'S offices.

For any Association Meeting occurring after 5:00 p.m. for which CLIENT requests the FIRM'S in-person attendance, attorney time shall be charged at \$325.00 per hour.

For the FIRM's virtual attendance at any Association Meeting, attorney time shall be charged at the standard rate of \$280.00 per hour.

The FIRM shall bill CLIENT monthly for fees and costs. Any invoices remaining unpaid after thirty (30) days shall bear interest at the highest rate allowed by law. CLIENT agrees that any funds collected by the FIRM on behalf of CLIENT shall first be applied to the payment of any delinquent billing invoices.

The FIRM's attorneys' fees for all collections work performed after a Notice of Late Assessment shall be withheld until the delinquent owner pays all or a portion of his delinquency, the FIRM is asked to stop proceeding with a collection action, the Association obtains judgment in its favor, the collection action is halted as a result of a completed mortgage foreclosure or a bankruptcy, or services between CLIENT and FIRM are terminated. Preparation of a Notice of Late Assessment shall be billed at the FIRM's hourly rate as all attorneys' fees and costs for preparation of same may not be assessed against a delinquent homeowner pursuant to Florida Statutes.

COSTS

During the course of representation, there may be costs incurred for which you agree to be responsible. These costs include, but are not limited to: filing fees, service of process, title work, deposition costs, travel costs, photocopies, postage charges, long distance telephone charges, expenses of other experts, etc. Please note, for all domestic accounts, all costs associated with the collection of assessments, including a lien foreclosure action, shall be fronted by the FIRM. For international accounts, our Firm will send a litigation cost deposit for a minimum of \$1,600.00 to the CLIENT. The FIRM will reimburse any unused portion of the international cost deposit.

COMMUNITY ASSOCIATION COLLECTION SERVICES

Collection and foreclosure services will be provided to the CLIENT according to the attached fee schedule (Exhibit A). For all domestic accounts, all costs associated with the collection of assessments, including a lien foreclosure action, shall be fronted by the FIRM. For international accounts, our Firm will send a litigation cost deposit for a minimum of \$1,600.00 to the CLIENT. The FIRM will reimburse any unused portion of the international cost deposit to the CLIENT.

The FIRM's attorneys' fees shall be withheld until the delinquent owner pays all or a portion of his delinquency, the FIRM is asked to stop proceeding with a collection action, the Association obtains judgment in its favor, the collection action is halted as a result of a completed mortgage foreclosure or a bankruptcy or by direction or unresponsiveness of the CLIENT, or services between CLIENT and FIRM are terminated.

If the Association obtains judgment and acquires title to a property via its lien foreclosure sale or obtains title to a property via a deed in lieu of foreclosure, the FIRM shall provide to the CLIENT a courtesy reduction of attorneys' fees capped at \$3,000.00. At said time, the FIRM shall also invoice the CLIENT for all costs incurred.

TERMINATION

You may terminate the FIRM'S representation at any time. You acknowledge that the FIRM will have no obligation to surrender any file materials to you or subsequent counsel until all fees and costs incurred through the date of termination have been paid in full.

RIGHT TO WITHDRAW

The FIRM shall have the immediate and unconditional right to withdraw from your further representation if (a) you fail to pay any billing statement within thirty (30) days of receipt; (b) you fail to fully and promptly respond to any communication to you by the FIRM or to provide any documentation or supporting materials or to comply with legal process; (c) you demand that the FIRM, on your behalf, take any frivolous or untenable position or action that may result in economic jeopardy to you or the FIRM or might impair the reputation of the FIRM or its members.

In the event that it becomes necessary to institute suit for collection of fees and costs due the FIRM by you in accordance with this agreement, you agree to pay in addition to such fees and costs interest at the maximum rate allowed by law, as well as all costs associated with said collection, including reasonable attorneys' fees.

COMMUNICATION

Communication is an essential component of our representation. We are committed to providing cost-effective and efficient legal services, and if you have any questions or concerns you may contact the following attorneys directly:

Jason Martell at jmartell@martellandozim.com
Patryk Ozim at pozim@martellandozim.com
213 S. Dillard Street, Suite 210, Winter Garden, FL 34787
Phone: (407) 377-0890

To help streamline communication, please complete the following:

Community Association Manager:

Name: Stephen Ervin
Email: [REDACTED]
Phone: [REDACTED]

Billing Contact:

Name: Stephen Ervin
Email: [REDACTED]
Phone: [REDACTED]

Collections Representation/Account Ledger Contact:

Name: _____
Email: _____
Phone: _____

Board Member Name and Email:

President: [REDACTED]
VP: [REDACTED]
Treasurer: _____
Secretary: _____
Director: _____

PRICING SCHEDULE

Withheld Billing for Collection Accounts (attorneys' fees added to owner balance)

Notice of Intent to Lien demand letter	\$275.00
Lien and/or Release of Lien Preparation	\$150.00
Notice of Intent to Foreclose demand letter	\$375.00
Order and Review of Title Work	\$175.00*
*plus costs (Residential - \$55; Commercial - \$165 approx.)	

- ❖ All costs associated with the collection of assessments, including a lien foreclosure action, shall be fronted by the FIRM.

Flat-Rate Mortgage Foreclosure

Review Complaint, Draft Answer and Defenses and Monitor Case	\$300.00
Draft Motion to Compel, Draft Proposed Order and attend Hearing	\$500.00

Flat-Rate Bankruptcy

Proof of Claim	\$250.00
Relief of Stay	\$750.00

Flat-Rate Covenant Violations

Demand Letter	\$175.00
Statutory Offer of Pre-Suit Mediation	\$275.00

Estoppels pursuant to Sections 718.116 and 720.30851, Florida Statutes

General Legal Work

Attorneys	\$280.00/hr
Paralegals	\$80.00/hr

<u>In-Person Attendance at Association Meetings after 5:00 p.m.</u>	\$325.00/hr
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<u>Virtual Attendance at Association Meetings after 5:00 p.m.</u>	\$280.00/hr
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AGREEMENT TO ARBITRATE

You agree that, with one exception, any and all disputes arising under or relating to this 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 a board of arbiters consisting of three attorneys, whom shall be members of the Florida Bar. One of the three attorneys shall be appointed by our FIRM, another attorney shall be appointed by you and the two appointed attorneys shall appoint a third attorney. The arbitration shall be governed by Florida law as provided in Chapter 682, Florida Statutes. The one exception to your agreement to arbitrate concerns ethical grievances. Nothing in this agreement limits, in any way, your right to file and pursue any ethical grievance against an attorney or the FIRM as permitted by applicable law.

By agreeing to arbitration as the exclusive 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 a board of three arbitrators, not by a judge or a jury. 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.

Notice: This agreement contains provisions requiring arbitration of fee disputes as well as any controversy, dispute, or claim between us, whether based on this agreement, on a claim of inadequate representation or breach of fiduciary duty, or on any other grounds. 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 and all other disputes which may arise, 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.

CLIENT HEREBY AGREES to the said terms of representation. Moreover, the undersigned Officer hereby certifies that they are authorized by the Board of Directors to execute this Agreement.

CLIENT:

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

By: Martha Schiffer
Signature
Martha Schiffer

Printed Name

Dated: 06/17/2026

MARTELL & OZIM, P.A.

By: Dara Haggerty
DARA HAGGERTY

Printed Name

Dated: 6/18/26

Preparation Date: June 15, 2026