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## **Attorney Representation Agreement for Community Associations**

**Arias Bosinger, PLLC** (the "Law Firm") appreciates your decision to employ this Law Firm to be the legal counsel for your Association. The terms of our representation are set forth in this Agreement (i.e., Contract).

1. **General Representation:** We agree to represent and counsel your Association regarding the various issues you present to us.
2. **Legal Fees and Costs:** We will base our attorneys' fees for our handling of certain matters, on a fixed or other fee arrangement. On all other legal matters for which special arrangements have not been made, legal services rendered by this Law Firm shall be charged to you on an hourly basis, plus costs. The hourly rates charged for fees will be based on the standard hourly rates for attorneys and paralegals charged for the type of matters being handled (the term "paralegal" shall refer to paralegals, legal assistants and law clerks). Some of our current established standard rates are set forth on the attached Rate List. Our established standard rates shall be subject to change from time to time without notice.

Though you may have met initially with a particular attorney in this Law Firm to discuss your legal representation, in our ongoing representation of your Association, this Law Firm will utilize the knowledge and experience of the persons in this Law Firm which the Law Firm determines is most appropriate under the circumstances. We do charge for attorneys' or paralegals' time involved in telephone conferences. Consultations among lawyers and paralegals within this Law Firm regarding your legal problems, which are appropriate and beneficial, may be charged to you. We also charge for the attorney time spent traveling to meetings and hearings.

On occasion, we will be able to better represent you by using a previously developed work product. We will assign and charge you a reasonable value for such work product.

The level of experience and training of the attorneys at our Law Firm are important factors considered by the Association in your decision to hire this Law Firm. You agree to pay a reasonable fee to compensate this Law Firm for any enhanced value of our expertise in those circumstances where deserved. The appropriateness of charging any such fees relates to the sophistication, difficulty or uniqueness of the issue being handled and/or the exceptional value of the result achieved. The inclusion of this value-based fee may be reflected as a reasonable increment of time added to the actual time expended or as a flat fee in a reasonable sum added to the total fees. Usually, value-based fees will arise in those circumstances where recovery of such is being sought from a third party.

The Association shall be obligated to pay us for costs incurred by the Law Firm for the Association. You will pay us for out-of-pocket costs we advance to third parties, such as overnight deliveries charges, recording and filing fees and service of process fees. Other cost items shall be invoiced to the Association based upon our established rates, including legal research charges, title search charges, postage, copy charges, mileage, FAX transmission and receipt charges, long distance telephone charges and messenger delivery charges. We typically send invoices for legal services and costs on a monthly basis which you are expected to pay within thirty (30) days from the billing date of the invoice. Invoices not timely paid will incur a service charge of 1½% per month on the unpaid principal balance until same is paid both before and after any judgment is entered.

In certain situations, you may be legally entitled to recover some of your attorney's fees and costs from the opposing party. In these cases, our goal will be to recover all fees and costs the Association has incurred, however, please appreciate that often the amount of fees recovered will not make you whole. In any event, the Association will always be the party who is primarily and ultimately responsible to us for paying the attorney's fees and costs that are incurred in our representation of your Association.



Sometimes, money will be paid to us in trust in our capacity as the Association's attorney. Such monies may be applied toward payment of fees and costs owed to this Law Firm in connection with the particular matter or other matters which we have handled or are handling for you. The balance of the monies that we are holding shall be disbursed to the Association. We will provide the Association with an accounting of how any monies collected are applied or disbursed.

We reserve the right to cease rendering legal services during any period while your bill is delinquent, and if determined necessary in our opinion, we reserve the right to withdraw from further representing the Association. By executing this Agreement, the Association authorizes this Law Firm to cease and withdraw from representation of the Association. All legal files and documents in our possession and/or compiled and/or created by us are our property.

We will respond to any questions our clients have regarding the legal services we render. It is the policy of this Law Firm to try to ensure that the fees we charge are commensurate with the value of the services we render. If you have any questions or comments regarding the value of our services, you are invited to discuss your concerns with us at the earliest occasion available so we may endeavor to meet or exceed the reasonable expectations of our clients.

3. **Cooperation of Association with Information and Documents:** We need you to cooperate with this Law Firm by furnishing the information and documentation that we determine is needed to perform our duties as your legal counsel. We will need for you to provide to us for our records a *legible, true and complete set of the recorded governing documents that affect your community and your Association and full-sized (24" x 36") set of recorded plats of your community.* If you are unable to provide a recorded set of your governing documents and plats, we can perform a title search of the public records that affect your community and obtain copies at your expense. The documents and plats that are received by us will become our property and remain such even when we conclude our representation of the Association. At your request and expense, we can duplicate or obtain duplicate copies of these governing documents and plats for you.

From time to time, you may become involved in litigation against owners or other parties. We will need the Association to cooperate and assist us in our handling of such lawsuits by providing us with complete and accurate information and documentation and sometimes, qualified witnesses to testify about matters relevant to the lawsuit.

To maintain legal confidentiality with our clients and to avoid conflict of interest situations, it is important for this Law Firm to be aware who are the current officers and directors of the Association and who is the manager or managing company for the Association. Accordingly, throughout our representation, you or your manager will need to provide us with current information about your officers and directors and update us whenever there is a change in the persons serving as your officers or directors or your manager. Information about such changes needs to be provided to us as soon as change occurs, but at least within a twenty-one (21) day notification period after the event or meeting when such change occurs. The information we request that you provide to us about officers and directors includes business mailing addresses (preferably, not PO Boxes), business phone numbers, fax numbers, and e-mail addresses. We would also like to know the month and year each director's term is scheduled to expire. Upon your acceptance of this Agreement, you will be sent the forms to be completed and returned as to your current officers, directors and manager.

We will normally communicate with any person the Association has identified to us as an officer or director or manager for the Association, or other person with whom you have authorized us to communicate, but we do want to communicate with authorized persons. It is the responsibility of the Association and not this Law Firm for only authorized persons to contact and communicate with this Law Firm as all communications from officers, directors and your manager will be deemed authorized by and chargeable to the Association. We encourage Associations to designate and limit the persons you want communicating with and directing us to perform legal work for your Association. Nevertheless, even when a primary liaison has been designated, we still need to be advised about the other current officers, directors and manager for the Association. Due to the importance this Law Firm places on our having accurate up to date information about these persons, failure or refusal to furnish us with current information on a timely basis, following the annual meeting or other event when a change in the Board or management occurs, shall subject the Association to administrative fees to the extent we expend time and incur expenses to obtain this information.

4. **Duration and Termination of This Agreement:** This Agreement shall be on a continuing basis commencing on the date Law Firm receives and signs the original, faxed copy, or PDF copy of this Agreement signed by the Association until terminated by client or Law Firm. The Association acknowledges and accepts that only a digital copy of this Agreement shall be retained by Law Firm and the Association waives any right to challenge enforcement of the Agreement for failure to file an original copy in an enforcement proceeding. This Agreement shall continue in force and effect until terminated by the parties. Each year, this Agreement will automatically renew unless Law Firm receives written notification that the Association desires not to renew. A notice of termination should contain the following information: a) date of termination; b) reason(s) for termination; and c) the name of the Association's new law firm (a cancellation notice will be provided with your



renewal notice). Any costs associated with closing your file, the Association will also be responsible for paying Law Firm for any attorney's fees or costs which we incur in connection with the Association's request that we transfer responsibility of, and knowledge or information about, your legal matters to other counsel, including any costs we may incur in reproducing or delivering materials or copies of your materials to you or to others at your direction or to any new counsel who assumes representation of the Association. The Association may be required to make arrangements to pay in advance for any fees and costs estimated to be incurred in connection with our withdrawal from or transfer of legal representation.

5. **Replenishable Retainer:** On occasion, it may become necessary for the Association to advance to us a retainer to cover costs and/or fees for legal matters such as litigation or other major projects that the Association requests. In that event, the Association will be requested to advance and maintain a certain balance (to be replenished and maintained at that amount) in our Trust Account until the project is completed. We may, in our sole discretion, apply this retainer at any time to sums due and owing to us by Association, in which event; the Association shall be required to reestablish the retainer before the Law Firm will continue with providing legal services.

6. **Construction and/or Interpretation:** (a.) If any term or provision of this Agreement shall be held by a court to be invalid, illegal or unenforceable, the validity of the other term(s) and provision(s) of this Agreement shall in no way be affected thereby, and the invalid, illegal or unenforceable term or provision shall be modified as little as possible so that this Agreement retains its basic original meaning and becomes valid, legal and enforceable. If it cannot be so modified, then such term or provision, as necessary, shall be deemed not to be contained in this Agreement; (b.) This Agreement shall not be construed for or against either Party based on authorship; (c.) All pronouns and their variations shall be deemed to refer to the masculine, feminine or neuter, and to be singular or plural, as appropriate; and (e.) The captions, paragraphs, numbering and lettering are for convenience purposes only and shall not be used to construe this Agreement.

7. **Disputes:** With respect to any disputes and/or legal proceeding regarding any subject matter directly or indirectly related to this Agreement: (a.) If a dispute arises between the Parties directly or indirectly related to this Agreement, then the prevailing Party shall recover from the losing Party all of its costs, attorney's fees and paralegal fees incurred in connection therewith, whether or not suit shall be brought; (b.) Said entitlement to costs, attorney's fees and paralegal fees shall apply at all levels, including mediation, arbitration, pre-trial, trial, appellate, and post-judgment levels, including bankruptcy and other proceedings; (c.) Should the Law Firm be the prevailing party in any such dispute, the Association agrees to pay the Law Firm for all charges for costs, attorney's fees and paralegal fees at our standard hourly rates and charges; (d.) Costs, as used in this Agreement for collections, means the types of costs for which the Law Firm would expect the Association to pay under this Agreement if no default had taken place; and (e.) Post Judgment Interest shall accrue on a Judgment at the lower of 18% or the maximum interest rate allowed by law pursuant to F.S. '687.02 (currently 18% per annum); and (e.) Parties' legal remedies, as provided by law, and/or as provided for in this Agreement are not exclusive.

8. **Law, Venue, State and Federal Jurisdiction:** With respect to any legal proceeding regarding any subject matter contained in, or directly or indirectly related to, this Agreement: (a.) This Agreement shall be governed by, and construed, interpreted and enforced, in accordance with, the laws of the State of Florida, excluding any conflict of law rules, the application of which would allow or provide a venue other than in Orange County, Florida; (b.) The exclusive jurisdiction of any legal proceedings, including mediation and arbitration, shall rest in the State Courts of the State of Florida with venue exclusively in Orange County, Florida; and (c.) **THE PARTIES EXPRESSLY WAIVE ANY AND ALL RIGHTS TO HAVE THIS MATTER HEARD BEFORE ANY FEDERAL COURT FOR ANY REASON AND ON ANY BASIS WHATSOEVER;** and (d.) **THE PARTIES FURTHER WAIVE ANY AND ALL RIGHTS, CONSTITUTIONAL OR OTHERWISE, TO A TRIAL BY JURY.**

9. **Writing Necessary to Change Agreement:** (a.) Any waiver, change, modification or termination of any provision of this Agreement shall only be effective if made in writing and signed by all Parties; however, the Law Firm shall, at all times, have the right to amend this Agreement upon thirty (30) days advance written notice to the Association; and (b.) No waiver can become a continuing waiver, even if no action is taken to require remediation or to force compliance.

10. **Authority:** All Parties represent and guaranty to one another that the person signing respectively for each Party has been authorized to do so by its principal in accordance with its Articles of Incorporation, Bylaws, and Declaration, as may have been amended.

11. **Agreement of the Parties:** (a.) This Agreement, together with all Exhibits and attachments hereto, is the entire Agreement; (b.) The Association will not enter into other agreements in conflict w/ this Agreement; (c.) The Association has no current obligations which may interfere with the terms of this Agreement; (d.) By signing and dating the originals of this Agreement, the parties confirm their agreement to these terms and provisions; (e.) The Association shall sign, date and return all three of the original Agreements to us. Upon our receipt of these three original Agreements signed by the



Association, we will sign all three original Agreements and return one fully signed original Agreement to the Association; and (f.) Identical copies of this Agreement may be executed in counterparts, and in such case, all Parties shall be entitled to receive copies of every other Parties' executed copy.

Please understand that it is Law Firm's execution and delivery of this Agreement that marks the commencement of our attorney/client relationship for future services, and Law Firm shall be pleased to commence performing work for your Association when this Agreement is fully signed. As such, we reserve the right not to commence or continue handling any legal work until the above items have been received, and we have executed this Agreement. Any legal work we have performed or commenced prior to Law Firm's receipt and signing of this Agreement (which has been previously signed by the Association) shall be deemed authorized and shall be included in our billing.

**Terms of Agreement and Acceptance by Association**

The undersigned, having been duly authorized by the Association, hereby hires Law Firm as its attorneys to represent the Association regarding such legal matters as the Association elects to refer to Law Firm for handling. In furtherance of this legal representation, the Association accepts and agrees to the terms of this Agreement. The Association guarantees payment of all sums which become owed to Law Firm pursuant to this legal representation and agrees to perform all duties set forth in this Agreement to be done by the Association.

**THE MEADOWS SOUTH ASSOCIATION, INC.**

  
\_\_\_\_\_  
DAVID FLOWERS, President

JANUARY 9, 2025  
\_\_\_\_\_  
Date Signed by President

We look forward to working with the Association and appreciate the opportunity to be of service.

**Arias Bosinger, PLLC**

\_\_\_\_\_  
Carlos R. Arias, Esquire

\_\_\_\_\_  
Date

***This Agreement is not binding upon Arias Bosinger, PLLC until this Agreement has been signed by Arias Bosinger, PLLC.***

### Attorney & Paralegal Hourly Rate Sheet

Matter Type	All Attorneys
Flat Rate - Collections, Foreclosures and Covenant Enforcement	Flat Fee Schedule
General Counsel	\$300
Litigation	\$350
Developer, Turnover, Title Insurance, Contingency, Closings, Title Issues, Eminent Domain, Appellate	\$350

**NOTE:** Rates may change from time to time. Paralegals' rates: \$75-\$125



ARIABOSINGER  
REAL ESTATE & ASSOCIATION ATTORNEYS

## CLIENT INFORMATION SHEET

Legal Name of Association: THE MEADOWS SOUTH ASSOCIATION, INC.

Is Association self-managed? ☒ Yes

☐ No

If no, please provide Management Company Information:

Management Company Name: \_\_\_\_\_  
Management Company Address: \_\_\_\_\_  
Management Company Phone No.: \_\_\_\_\_  
Management Company Fax No.: \_\_\_\_\_

Contact Information for General Matters:

Name: DAVID FLOWERS  
Title: PRESIDENT  
Phone No.: 321-266-9916  
E-Mail: MEADOWSSOUTH-PRESIDENT@GMAIL.COM

Contact Information for Collection Matters:

Name: SAME  
Title: \_\_\_\_\_  
Phone No.: \_\_\_\_\_  
E-Mail: \_\_\_\_\_

Contact Information for Ledger Requests:

Name: SAME  
Title: \_\_\_\_\_  
Phone No.: \_\_\_\_\_  
E-Mail: \_\_\_\_\_

Contact Information for Sending Invoices:

Name: SAME

Title: \_\_\_\_\_  
E-Mail: \_\_\_\_\_

## CLIENT INFORMATION SHEET (continued)

### Board of Directors Information\*:

Number of Members Serving on Board: 2-8  
Length of Terms (please advise if staggered terms): 1 YEAR  
Month When Board Election Typically Occurs: JANUARY

**\* Please also complete Board of Director Information on attached Manager & Board of Director Information Sheet**

### Lots/Units:

Total Number of Lots/Units: 157

### Master Association/Sub-Association:

Is Association a Master Association? ☐ Yes ☒ No

If yes, please provide names of all sub-associations: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Is Association subject to a Master Association? ☐ Yes ☒ No

If yes, please provide name of Master Association: \_\_\_\_\_

Is your Association an age 55 and over Community? ☐ Yes ☒ No

**IMPORTANT NOTE: PLEASE BE SURE TO ALSO PROVIDE US WITH PDF COPIES OF ALL GOVERNING DOCUMENTS FOR ASSOCIATION.**

Any other information you feel would be helpful for us to know: WEBSITE: www.msehoa.com  
Amending By-laws and adopting a new "Rules & Regulations"  
document at the 1/18/25 annual meeting.

Completed By: A.D. Flowers (Sign)

A.D. FLOWERS SR. (Print)

1/9/25 (Date)





ARIASBOSINGER  
REAL ESTATE & ASSOCIATION ATTORNEYS

## MANAGER & BOARD OF DIRECTOR INFORMATION SHEET

**Association Name:** THE MEADOWS SOUTH ASSOCIATION, INC.  
**Date Completed:** 1/9/25

### Information for Manager who handles general matters for Association:

Name: N/A  
Management Co.: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_  
E-Mail: \_\_\_\_\_

### Information for Manager who handles collection matters for Association:

Name: DAVID FLOWERS  
Management Co.: N/A  
Address: 3828 WETHERSFIELD CIR, TITUSVILLE, FL 32780  
Phone No.: 321-266-9916 Fax No.: \_\_\_\_\_  
E-Mail: MEADOWSSOUTH.PRESIDENT@GMAIL.COM

### Information for President:

Name: DAVID FLOWERS  
Expiration of Board Term (Month & Year): JAN 2025  
E-Mail (optional): \_\_\_\_\_  
Cell Phone No. (optional): \_\_\_\_\_  
Home Phone No. (optional): \_\_\_\_\_  
Address (optional): \_\_\_\_\_

### Information for Vice-President:

Name: SUSAN SEGER  
Expiration of Board Term (Month & Year): JAN 2025  
E-Mail (optional): \_\_\_\_\_  
Cell Phone No. (optional): \_\_\_\_\_  
Home Phone No. (optional): \_\_\_\_\_  
Address (optional): \_\_\_\_\_



## MANAGER & BOARD OF DIRECTORS INFORMATION SHEET (Continued)

### Information for Secretary:

Name: EVA AGUILERA  
Expiration of Board Term (Month & Year): JAN 2025  
E-Mail (optional): \_\_\_\_\_  
Cell Phone No. (optional): \_\_\_\_\_  
Home Phone No. (optional): \_\_\_\_\_  
Address (optional): \_\_\_\_\_

### Information for Treasurer:

Name: VACANT (PRESIDENT ACTING)  
Expiration of Board Term (Month & Year): \_\_\_\_\_  
E-Mail (optional): \_\_\_\_\_  
Cell Phone No. (optional): \_\_\_\_\_  
Home Phone No. (optional): \_\_\_\_\_  
Address (optional): \_\_\_\_\_

### Information for Director:

Name: LINDA HEPLER  
Expiration of Board Term (Month & Year): JAN 2025  
E-Mail (optional): \_\_\_\_\_  
Cell Phone No. (optional): \_\_\_\_\_  
Home Phone No. (optional): \_\_\_\_\_  
Address (optional): \_\_\_\_\_

### Information for Director:

Name: SHARLEEN MARSHALL  
Expiration of Board Term (Month & Year): 2025, JAN  
E-Mail (optional): \_\_\_\_\_  
Cell Phone No. (optional): \_\_\_\_\_  
Home Phone No. (optional): \_\_\_\_\_  
Address (optional): \_\_\_\_\_

### Information for Director:

Name: CYNTHIA RENSHAW  
Expiration of Board Term (Month & Year): JAN 2025  
E-Mail (optional): \_\_\_\_\_  
Cell Phone No. (optional): \_\_\_\_\_  
Home Phone No. (optional): \_\_\_\_\_  
Address (optional): \_\_\_\_\_

## MANAGER & BOARD OF DIRECTORS INFORMATION SHEET (Continued)

### Information for Secretary:

Name: \_\_\_\_\_  
Expiration of Board Term (Month & Year): \_\_\_\_\_  
E-Mail (optional): \_\_\_\_\_  
Cell Phone No. (optional): \_\_\_\_\_  
Home Phone No. (optional): \_\_\_\_\_  
Address (optional): \_\_\_\_\_

### Information for Treasurer:

Name: \_\_\_\_\_  
Expiration of Board Term (Month & Year): \_\_\_\_\_  
E-Mail (optional): \_\_\_\_\_  
Cell Phone No. (optional): \_\_\_\_\_  
Home Phone No. (optional): \_\_\_\_\_  
Address (optional): \_\_\_\_\_

### Information for Director:

Name: SON TAKTE  
Expiration of Board Term (Month & Year): JAN 2025  
E-Mail (optional): \_\_\_\_\_  
Cell Phone No. (optional): \_\_\_\_\_  
Home Phone No. (optional): \_\_\_\_\_  
Address (optional): \_\_\_\_\_

### Information for Director:

Name: \_\_\_\_\_  
Expiration of Board Term (Month & Year): \_\_\_\_\_  
E-Mail (optional): \_\_\_\_\_  
Cell Phone No. (optional): \_\_\_\_\_  
Home Phone No. (optional): \_\_\_\_\_  
Address (optional): \_\_\_\_\_

### Information for Director:

Name: \_\_\_\_\_  
Expiration of Board Term (Month & Year): \_\_\_\_\_  
E-Mail (optional): \_\_\_\_\_  
Cell Phone No. (optional): \_\_\_\_\_  
Home Phone No. (optional): \_\_\_\_\_  
Address (optional): \_\_\_\_\_