GOEDE / DEBOEST / CROSS
ATTORNEYS AND PROFESSIONAL COUNSEL
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Reply to:
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Sent Via Email Only to: rocciromano@mac.com

October 28, 2025

Bramble Pointe At Twineagles Residents' Association, Inc.
May Management Services
5455 A1A South
St. Augustine, FL 32080-7111

Re: Legal Representation
Bramble Pointe At Twineagles Residents' Association, Inc.

Dear Board of Directors,

We are pleased that you have selected our firm for legal representation. We thank you for your expression of confidence in us. This letter confirms the basis for your engaging our firm and describes the basis upon which we will provide legal services to you. If you have any questions about these provisions, please contact us.

1. **Client; Scope of Representation**. Bramble Pointe At Twineagles Residents' Association, Inc. will be our client. We will assist the Association in ascertaining the remedies available to the Association in accordance with the community documents and pursue all assessments due to the Association, as well as representing the Association in general legal matters and any litigation matters as they arise. As a community association client of Goede, DeBoest & Cross, you will receive the services of the attorneys at the hourly rates set forth below. Additionally, your Board will receive free legal updates on the significant changes in the law affecting community associations.

2. **Term of Engagement**. Either you or we may terminate the engagement at any time for any reason by written notice, subject on our part to applicable rules of professional conduct. In the event that we terminate the engagement, we will take reasonably practicable steps to protect your interests in the above matter. If you terminate our services, you will promptly pay us for all fees, charges and expenses incurred prior to the date of our receipt of the termination and for any work required to effect a transition to new counsel. We reserve the right to withdraw

from representing you if, among other things, you fail to honor the terms of this engagement letter including nonpayment of our bills, you fail to cooperate or follow our advice on a material matter, or we become aware of any fact or circumstance that would, in our view, render our continuing representation unlawful or unethical.

Unless previously terminated, our representation will terminate upon our sending you our final bill for services rendered. If you request, we will return your original papers and property to you consistent with our need to ensure payment of any outstanding bills. We may retain copies of the documents. We will keep our own files, including attorney work product, pertaining to our representation of you. For various reasons, including the minimization of unnecessary storage expenses, we may destroy or otherwise dispose of documents and materials a reasonable time after termination of the engagement. You will be notified at least one month prior to the planned time of destruction of documents and will maintain the option of keeping such items should you deem it useful. Should we not hear from you in one months' time we will proceed with the destruction.

3. **Client Responsibilities**. We will provide legal counsel and assistance to you in accordance with this letter and will rely upon information and guidance you provide to us. We will keep you reasonably informed of progress and developments and respond to your inquiries. In order to enable us to provide the services set forth in this letter, you will disclose fully and accurately all facts and keep us apprised of all developments relating to this matter. You agree to pay our bills for services and expenses in accordance with this engagement letter. You will also cooperate fully with us and be available to attend meetings, conferences, hearings and other proceedings on reasonable notice and stay fully informed on all developments relating to this matter.

4. **Fees and Expenses**. Charges for services, while based primarily on hourly rates, are also determined after considering a variety of other factors, such as the novelty and difficulty of the issues involved, the skills needed to perform the legal services properly, special timing requirements and the results obtained. Our hourly rates for professional services range from $275.00 to $525.00 per hour for attorneys and $175.00 to $225.00 per hour for paralegal time. These rates may change periodically, however we will notify you in advance of any changes.

We are always pleased to discuss our bills with you to ensure that we both understand the basis for them and to avoid any misunderstanding.

We reserve the right to include separate charges on our bills for services and costs such as large photocopying, messenger and delivery service, computerized research and filing fees. We charge for these expenses at a standard rate per unit for each item. We do not charge for long distance domestic calls or regular U.S. mail delivery. We do not pay fees and expenses of others (such as consultants, appraisers and local counsel). The provider of these services will bill you directly.

We generally bill on a monthly basis, which helps to keep you informed of the time devoted to and progress of your matter. Payment is due upon receipt by check payable to Goede, DeBoest & Cross. Please include your invoice number (listed

on the bill) along with your payment. You agree to carefully read and review all bills that are submitted to you and promptly notify us in writing of any claimed errors or deficiencies in said billings within fifteen (15) days thereof. Should you fail to notify us of any errors; it will be presumed that you agree with the correctness and accuracy of the bill. We will charge interest at the rate of 1.0% per month (12% per annum) on bills that remain unpaid beyond 60 days. You agree to bear the costs we incur in collecting overdue accounts, including reasonable attorneys' fees and all other costs. If any statement remains unpaid for more than 30 days, we may cease performing services for you until we make arrangements with you for payment of outstanding bills and future bills. We may withdraw from representing you if you do not pay us.

5. **Collections Matters and Billing.** Additionally, we will handle any delinquencies if and when they arise and bill the Association monthly for those services. Attached and incorporated herein is a memo with our collections fees and policies. If the Association chooses to allow the owner to become current via a payment plan, the firm will charge $25.00 a month to be included in the total amount due in the payment plan. If the Association directs the Firm to garnish rents from any tenants occupying delinquent units, the Firm will charge 10% of the rents collected to process payment with the balance remitted to the Association. If the Association elects to foreclose on its lien, the Association will pay for our services at the above hourly rates, plus reimburse us for court costs or any other out of pocket costs required to be paid in such action. The Association agrees that a deposit of $1,250.00 will be required before the Firm can file foreclosure or other collections lawsuit, which will be applied to filing fees, court costs and recording fees, process server fees and attorney's fees necessary to prepare and file the action. If the Association is made a party to a mortgage foreclosure, the Firm will review the complaint, note, mortgage and relevant documents to determine collection issues and answer the mortgage foreclosure complaint for a flat fee of $300.00 which will be billed to the Association. Thereafter, the Firm will charge its hourly rates to monitor the mortgage foreclosure for the life of the case and report these events to the Association and defend the Association's interests where appropriate.

6. **Court-awarded fees**. It is understood and agreed that all fees and costs paid by and collected from the adverse party shall be credited to your account and will be first applied to any outstanding bill for fees you have with the firm. However, any time and/or costs expended in the pursuit and collection of said fees shall be chargeable to you. Additionally, it is expressly understood that you shall at all times remain primarily liable to this firm for all fees incurred and any pursuit thereof against the adverse party is performed on your behalf and as an additional service to you.

7. **Opinions and Beliefs**. Since the outcome of negotiations (and litigation) is subject to factors that cannot always be foreseen, such as the uncertainties and risks inherent in the negotiation (and litigation) process, it is understood that we have made no promises or guarantees to you concerning the outcome of this or any other matter and cannot do so.

8. **Conflicts**. We represent many other companies and individuals. It is possible that during the time we are representing you, some of our present or future clients will

have disputes or transactions with you and/or your affiliates. You agree that we may continue to represent or may undertake in the future to represent existing or new clients in any matter that is not substantially related to our work for you even if the interests of such clients in those other matters are directly adverse to you. We ask for similar agreements from other clients to preserve our ability to represent you, when we are engaged by others. We agree, however, that your prospective consent to conflicting representation contained in this paragraph shall not apply in any instance where, as a result of our representation of you, we have obtained proprietary or other confidential information, that, if known to the other client, could be used by that client to your material disadvantage. We will not disclose to the other client(s) any confidential information received during the course of our representation of you.

9. **Electronic Communications**. We communicate from time to time with our clients using telecopiers, mobile telephones and e-mail. These forms of communication are not completely secure against unauthorized access. There is some risk of disclosure and loss of attorney-client privilege in using these forms of communication because they do not ensure the confidentiality of their contents. If you object to our using any one or more of these forms of communication, please let me know immediately and we will attempt to honor that request. It is also important that all e-mail communications or other electronic communications not be made from an employer's e-mail account, but instead from your own personal e-mail account. This allows such communications to be protected by the attorney-client privilege.

10. **Privacy and Confidentiality of Information**. Because of the nature of some of the financial services offered by our firm, we are required by federal law to disclose our privacy policy and practices to individuals for whom we provide financial products or services. Because the privacy and confidentiality of information regarding our clients are extremely important to us, we are happy to comply with that requirement by furnishing you with the following information:

    a. We collect nonpublic personal information about a client only from the client or from other sources with the client's prior authorization. For instance, in the course of providing tax advice and real estate closing services, we often collect information about clients (e.g., name, address, telephone number, social security number and assets) and we may receive additional information from third parties (e.g., appraisals, credit reports and land surveys)

    b. We do not disclose any nonpublic personal information about a client or former client to anyone except as required or permitted by law or as authorized in advance by the client.

    c. We restrict access to nonpublic personal information about each client to those employees of our firm who need to know that information to provide the services the client has requested.

d. We maintain physical, electronic and procedural safeguards that comply with applicable federal regulations to guard the nonpublic personal information about our clients.

e. The protection of personal and confidential information about our clients is very important to us.

This letter agreement contains the entire agreement between our firm and you regarding our representation of you and the fees, charges and expenses to be paid. If you are in agreement with the terms of this letter, please sign below and return this letter to me. We are pleased to have this opportunity to represent you and assure you that we will represent you as diligently and economically as possible.

Sincerely yours,
GOEDE, DEBOEST & CROSS, PLLC

Richard D. DeBoest, Esq.
For the firm
Signed electronically to avoid delay

RDD/arr

ACCEPTED AND AGREED

The undersigned, by duly authorized signature below, agrees to engage you pursuant to the terms set forth in this letter.

Bramble Pointe At Twineagles Residents' Association, Inc.

By: _____

Title: PRESIDENT, BRAMBLE

Date: 12/4/25

Goede, DeBoest & Cross Privacy Notice

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Goede, DeBoest & Cross, PLLC

2025 COMMUNITY ASSOCIATION COLLECTION FEES & POLICIES

When sending a collection matter to our office, please provide the Debtor's current mailing address if it is different from the property addres and a ledger that shows enough history to reflect a zero balance and the breakdown of the charges (i.e. assessments, interest, late fees) along with the Notice of Late Assessment sent by the Association.

The information should be sent to the attention of Kristie P. Mace, Esq. (kmace@gadclaw.com) by email. For general questions or updates, feel free to contact Kristie and she will be happy to answer any questions and ensure that you receive the appropriate update.

If you wish to accelerate the assessments, please indicate "accelerate" on the request. If you have already provided the Debtor with statutory notice of intention to file a lien, then provide us with a copy of the "pre-lien letter" and the signed certified mail receipt proving delivery. Otherwise, we will need to start the process with a "pre-lien letter" that meets the statutory requirements and that we can verify was properly addressed and mailed.

PRE-LIEN LETTERS:
Flat Fee – $300.00.
Plus Required Postage and Administrative Costs.

CLAIMS OF LIEN:
Flat Fee – $620.00
Plus Required Postage, Administrative Costs and Recording Fees

PARTIAL PAYMENT LETTERS, FINAL WARNING LETTERS, AND OTHER RESTATEMENTS OF THE ACCOUNT:
Flat Fee – $300.00
Note that there is no charge for disbursing money to the Association if full payment has been made, but we charge for restating the account and notifying the Debtor of the remaining balance when the Debtor makes a payment that does not clear the account. We will also charge the same fee if the Debtor has not made timely payment in relation to our last demand and we restate the account as in, for instance, a final warning letter that may typically be sent to the Debtor to give them one last chance to pay before a lien foreclosure lawsuit is filed.

ADDITIONAL CHARGES:
The Firm does not charge the Association for a reasonable number of status reports that can be generated with our collections software. We reserve the right to charge the account for custom or manual status reports, searching for better addresses, identifying the Personal Representative of a deceased owner, and handling disputes regarding the account. We also charge for any **out-of-pocket expenses beyond routine postage and copying**.

Goede, DeBoest & CROSS, PLLC

IMPORTANT GUIDELINES TO FOLLOW TO ENSURE FAST AND EFFICIENT COLLECTION

1. **Do not communicate with the Debtor.** If contacted by the Debtor, he or she should only be told the following: "This matter has been referred to the Association's attorney for collection. All communications must be directed to the attorney's office." Promptly provide us with copies of any letter or e-mails that you receive from the Debtor concerning the account and we will respond.

2. **Do not provide a payoff.** If you do, then you are likely to omit attorney fees and costs and can lose the ability to collect those amounts from the Debtor or a third party. Again, direct the Debtor to contact our office.

3. **Do not send regular invoices to the Debtor.** You still need to send other official notices, such notices of special assessments and new budgets to the Debtor. However, if you send regular invoices, then do not quote a balance due and direct the Debtor to contact our office. Again, any variation in the account as we state it, compared to what you put on an invoice, provides the Debtor with "arguments" that can prejudice the ability of the Association to collect the full amount, and will also increase the time and expense involved in the collection process.

4. **Do not accept payments from the Debtor.** Tell the Debtor to send the funds to our office. If you receive a payment, then keep the envelope, which includes the postmark, and contact us for instructions. If the payment is accidently deposited or is an auto-debit or lockbox payment, then notify our office immediately of the payment and give us the date that the funds cleared.

5. **Estoppel Certificates.** If you receive a request to prepare an estoppel certificate, let our office know right away so that we may prepare a statement of account to accompany the estoppel certificate. Do not direct the requester to our office. The Statement of Account is provided to the Association to be included with the estoppel certificate.

6. **Do advise us of address or ownership changes.** Make sure that you promptly advise us of any change of address or ownership, or in the event of death of an owner, or any other development of that nature.

7. **Do advise us of any special assessments or rate changes.** Notify us immediately of any special assessments, a change in the rate of regular assessments, or other charges applicable to the Debtor's account.

8. **Bankruptcy.** We check the Court records for possible bankruptcies at each stage of the collection process, but it is virtually impossible to rule out the possibility that bankruptcy has been filed. It is vital that you immediately notify us of any possible bankruptcy involving the Debtor. Further action to collect the account or impose suspensions of use and voting rights will expose the Association and the law firm to fines and damages for violation of the bankruptcy law. These liabilities can be imposed even if the Association has not been named in the bankruptcy case, and even when there are good reasons that our search did not identify any bankruptcy. If there is or has been a bankruptcy, we need to stop and review the entire situation and we will advise you when we have completed our review.

9. **Suit Papers.** If you are served with notice that the Association has been named in a Bankruptcy case, a Bank Foreclosure lawsuit, or any other legal action involving the Debtor or the property, then you need to get those papers to us as soon as possible, because failure to timely respond may result in forfeiture of the Association's rights and claims or a determination of liability for the damages by "default."