

Brown | Olcott, PLLC

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February 11, 2020

Board of Directors
Cobblestone Homeowners Association, Inc.
c/o HBS Management Solutions, LLC
6258 E Grant Rd
Tucson AZ 85712

Re: *Legal Representation of Cobblestone Homeowners Association, Inc. on \$50.00 per Month Administration Retainer*

Dear Board of Directors:

This letter confirms our understanding of the representation Brown | Olcott, PLLC (the "Firm") will undertake on behalf of Cobblestone Homeowners Association, Inc. (the "Association"), its scope and the terms of our representation.

Please carefully review this letter. If it meets with the approval of the Board of Directors and reflects its understanding of our respective responsibilities, please sign the letter and return it to us.

1. Scope of Engagement. The Association is engaging the Firm to represent the Association in providing general services as may be requested from time to time.

The Association (i) will provide us with such factual information and documents as the Firm requires to perform the services; (ii) will make decisions as are necessary or appropriate to facilitate the rendering of our services; (iii) will be available to assist us in the progress of the representation; and (iv) will remit payment of our invoices in accordance with the terms set below and on the attachments.

2. \$50.00/Month Administrative Flat Fee Retainer Plan. We have found that offering a number of services bundled together for a fixed monthly amount has helped our community association clients better budget for legal expenses. In our experience, not having to worry about being charged for a telephone call has encouraged our community association clients to contact us more quickly to curb legal issues and contain overall costs. The other services provided under this Administrative Flat Fee Retainer Plan also enhance our communications with clients and help manage the legal issues of the association more easily. For \$50.00 per month, the Administrative Flat Fee Retainer Plan offers a community association:

- Unlimited telephone time and emails each month between any member of our Firm and one representative of the Board of Directors and the association manager regarding general operations.
- One meeting each year with the Board of Directors.
- Monthly Board of Directors meetings by telephone.

- Our services as Statutory Agent for the association.
- Assist with filing of the corporate annual reports.
- An annual summary of relevant legislation and case law.
- Review of monthly Board meeting minutes.
- Review of the management agreement before renewal, and a verbal report to the designated association representative.

This arrangement does not include attendance at an annual meeting, amendments to the community documents, letters to homeowners, letters to vendors and similar services not listed above.

Our Firm operates on a fiscal year ending December 31. Legal services rates may adjust effective January 1 of each year.

3. **Hourly Rates.** All services outside the scope of the items listed above are provided at the discounted and litigation rates. Our rates vary, depending on the experience and expertise of the person rendering the service. The Firm will use assistants and other lawyers on legal matters where appropriate. We pride ourselves on providing timely, efficient and cost-effective service and staffing decisions will be made with these objectives in mind.

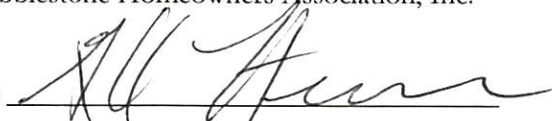
4. **Payment of Invoices.** Hourly Rates are due upon receipt of the invoice. Invoices not paid within 30 days will incur a late charge of 1-1\2% per month on the unpaid amounts. We reserve the right to decline to perform further services if any account is 40 days or more past due. In such event, and subject, to our ethical obligations, the Association agrees that the Firm may terminate legal services and withdraw from this engagement. The Association agrees to allow us to withdraw from any pending case, should this circumstance arise, and further agrees to promptly execute any written release or confirmation necessary to affect that result. The Association agrees that funds recovered from opponents in a lawsuit will be deposited in the Firm's trust account for the Association's benefit. Upon any termination of these legal services, the Association agrees that any unpaid attorney fees will be deducted from those funds before distribution to the Association.

We look forward to representing the Association and thank you for retaining us. If the Association has any questions concerning this agreement, please let me know promptly. If you ever wish to discuss any matter relating to your legal representation, please call me directly.

Very truly yours,
BROWN | OLCOTT, PLLC

Philip Brown

APPROVED AND AGREED TO:
Cobblestone Homeowners Association, Inc.

By: 

Title: President

Dated: 29 May 2020

By: 

Title: Vice President

Dated: May 29 30/20