

# MOORE, HILL & WESTMORELAND, P.A.

ATTORNEYS AT LAW

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‡ Certified Circuit Court Mediator  
+ Also Admitted in Alabama

October 25, 2011

Ms. Tina Longwell  
CENTRE GROUP PROPERTIES, INC.  
4400 Bayou Boulevard, Suite 35  
Pensacola, FL 32503

Re: Manchester of Escambia County Homeowners Association, Inc.

Dear Tina:

Enclosed are two originals of a Representation Agreement to be provided to the President of the Board of Directors of Manchester of Escambia County Homeowners Association, Inc. Please have the President execute both originals, keeping one for its files and returning one original to me. Pursuant to your request, we are sending the ten demand letters you requested.

I look forward to working with this homeowners association and appreciate your referral to us.

Sincerely,

MOORE, HILL & WESTMORELAND, P.A.



Margaret T. Stopp

MTS:jap  
Enclosures

## **REPRESENTATION AGREEMENT**

THIS REPRESENTATION AGREEMENT is made by and between MOORE, HILL & WESTMORELAND, P.A. (Attorneys) whose address is Post Office Box 13290, Pensacola, Florida 32591-3290, and MANCHESTER-OF-ESCAMBIA-COUNTY-HOMEOWNERS ASSOCIATION, INC., whose principal address is c/o Centre Group Properties, Inc., 4400 Bayou Boulevard, Suite 35, Pensacola, Florida 32503 (Client).

### ***Scope of Representation***

The Client employs the Attorneys to represent the Client in matters related to Association business.

Representation is limited to this particular matter. If the Client should wish to extend the Attorneys' representation to involve other matters, an additional representation agreement setting forth the scope of that representation, and compensation for those services will be provided.

### ***Retainer, Fees, and Costs***

An initial retainer is customarily required of new clients. In this case, a retainer is not required.

Fees are charged for attorney and paralegal time.

All work will be billed on an hourly basis as work is done. The rate for representation by Margaret T. Stopp is \$220.00 an hour. This rate is subject to change upon advance written notice to the Client. With regard to collection of delinquent assessments, a flat fee of \$100.00 will be charged for the 45-day demand letter and \$200.00 will be charged for the filing of a Claim of Lien, plus the cost of recording. If the Board approves a foreclosure on a Claim of Lien, the hourly rate will then apply. If a Notice of Intent to Foreclose is requested, the fee is \$150.00

If a paralegal is assigned work on the file by the Attorneys, the rate for the time of the paralegal will be billed at the paralegal's customary rate.

Other attorneys in the firm may be called upon from time to time to do work in your file as their expertise may be called for, or if Ms. Stopp is not available for any reason to handle urgent matters. Their work will be billed to you at the attorney's customary rate.

Work to be done or billed in your file will only be those actions authorized by you after consultation, unless circumstances or your availability make it necessary for the Attorneys to act urgently without consultation to protect your interests.

Costs of representation include charges other than fees that are necessary to the representation:

The following costs will be billed if they are incurred: recording fees, courier fees, litigation fees, including but not limited to filing fees, court reporter costs, transcript fees, service of process fees, and investigation fees.

All fees and all costs will be billed and payable monthly as accrued. If, for any reason, our fees and costs are more than 45 days overdue and satisfactory arrangements are not made, the Attorneys will have an option to demand payment within ten days, and to cease legal work and withdraw from the case.

### ***Client Responsibilities***

The Client agrees to tell the Attorneys the truth, to keep the Attorneys fully advised of the Client's current address and telephone number, to cooperate with the Attorneys in their performance of the work, to appear on reasonable notice for court appearances and depositions, to pay the bills on time, and to comply with all reasonable requests made of the Client in connection with the Attorneys' representation of the Client. The client agrees to consult with the Attorneys on all matters related to the representation.

### ***Client's Right***

The Client has the right to discharge the Attorneys at any time.

### ***Attorneys' Right***

The Attorneys have the right to withdraw from the case if the Client misrepresents or fails to disclose a material fact to the Attorneys, fails to follow the Attorneys' advice, acts on the matter without first consulting with the Attorneys, or demands that the Attorneys do something that is unlawful or unethical.

### ***Acknowledgement***

The Client acknowledges that the Attorneys have made no guarantees regarding the outcome of the Client's case or about issues that may be decided by any court. Statements made by the Attorneys regarding the likely outcome or range of outcomes are only the Attorneys' opinion and not guarantees of outcome.

The parties acknowledge the execution of two originals.

By signing below, the Client agrees to representation by the Attorneys in this matter, under the terms set forth in this Agreement.

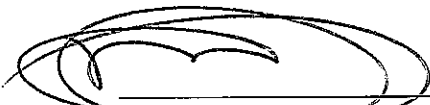
CLIENT

MANCHESTER OF ESCAMBIA COUNTY HOMEOWNERS ASSOCIATION, INC.

By: *Tina Longwell*  
Its: *TINA Longwell*

DATED: This 7 day of NOV., 2011.

ATTORNEYS



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DATED: This 25 day of October, 2011.