



MANKIN LAW GROUP

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August 19, 2025

Eastfield Slopes Condominium Association, Inc.
805 E Bloomingdale Avenue, Suite 772
Brandon, FL 33511

Legal Services Proposal

Dear Board of Directors:

Thank you for your interest in the Mankin Law Group's representation of your Association for collection of delinquent assessments. Our unique billing model was designed for association collections to be manager and board of directors friendly. I have attached our standard association collection Legal Services Agreement for your review and approval as well as some information on collections prepared by my office.

I would like to briefly introduce myself and my firm. I graduated from Duquesne Law School in Pittsburgh, PA in 1980 and was subsequently admitted to the Pennsylvania Bar. I relocated to Clearwater in 1983. After admission to the Florida Bar in 1984, I began community association law as an associate to a prominent law firm, and then continued as a sole practitioner in community association general and collections law in 1987. My firm is currently comprised of 3 attorneys and 9 full-time legal assistants/paralegals, as well as two "of-counsel" attorneys that handle the general association work. We practice exclusively in the area of community association law. Our biographies are attached.

Our Mission Statement:

To provide comprehensive, accurate, cost-effective, and professional legal collection services to Homeowners and Condominium Associations to maximize association net recovery.

We achieve our goal of providing superior legal collection services through our organization, continuing training, staff selection, and leadership protocols. Our staff has many years of experience handling the many nuances of association collections. We are manager and board friendly. Your emails and phone calls are promptly answered. Our firm currently represents over 600 Homeowner and Condominium Associations throughout Florida.

Why use MLG for collections rather than your general counsel?

Our unique billing model allows our office to make quick decisions on individual cases to reach agreements with delinquent owners. A team of paralegals and assistants are assigned to your community. Collection cases sent for processing are reviewed by administrative assistants and promptly processed. Our proprietary database allows each staff member and attorney to know the status of each

individual account. More importantly, we are able to follow through on critical dates and communicate with you that the case is proceeding to resolution.

What are the benefits of using MLG for collections?

A collection focused law firm provides many intangible benefits that our clients have learned to expect. For instance, the following are just some of the services provided in the routine course of business as part of our billing model contained in our fee agreement:

- Ownership, address, deed/title, and bankruptcy search
- Preparation of Intent to Lien letters
- Preparation of Claims of Lien and Intent to Foreclose letters
- Monitoring bank foreclosure and bankruptcy cases electronically
- Representation in bank foreclosures and bankruptcy court when necessary to protect the best interest of the Association
- Preparing and maintaining status reports and updates of accounts
- Communication and negotiations with delinquent owners
- Formal demand for payment of rent from tenants
- Handling disputes regarding the validity of the lien
- Preparation of delinquency payoff letter for transfer of ownership or refinancing
- Negotiating with title companies, realtors, and Board of Directors on short sale transactions
- Preparation of Intent to Lien notice to foreclosing bank and/or subsequent purchaser
- Communication with Client and management on status, strategy, legal recommendations

*Costs and fees may be incurred should the Association elect to pursue litigation or terminate the Attorney/Client relationship before a case is closed.

Trust MLG for your Association collections:

Since 1986 Leonard J. Mankin PA, now Mankin Law Group, has practiced law with high ethical standards with the sole purpose of providing superior legal services to our clients. My past experience and practice should reassure you that my office will perform as promised. You will find my office can also work effectively with your current general counsel to allow each of us to do the best job possible for the association's best interest. We will also review any open cases at your request and no fees will be incurred without your agreement.

Thank you again for your time. Our attorneys are available for any questions you may have. We look forward to serving your community.

DISCLAIMER: The hiring of a lawyer is an important decision that should not be based solely upon advertisements. This packet is designed for general information only. The information presented here should be construed to be neither formal legal advice nor the formation of a lawyer/client relationship.

Legal Services Agreement

This agreement is entered into between Mankin Law Group (Firm) and Eastfield Slopes Condominium Association, Inc. (Client), effective as of the date of execution, and will confirm our fees and costs for collection matters.

I. Collection Accounts - Liens and Intent to Lien Notices

Mankin Law Group is considered a “Debt Collector” for purposes of the Fair Debt Collection Practices Act (FDCPA) and Florida Consumer Collection Practices Act (FCCPA). The Association acknowledges that all assessments and/or fines have been legally promulgated in accordance with Florida law and the governing documents of the association.

There is no cost or fee retainer required for the filing of a Lien (if a lawful Intent to Lien Notice has been sent) or a statutory “Intent to Lien Notice.” Attorney’s fees and costs are charged in accordance with the fee and cost schedule attached, which are collected directly from the delinquent homeowner. This is in accordance with the association’s governing documents and Florida Statutes. In addition to those services referenced in section IV, the Firm also provides miscellaneous services to the Client during the pendency of a collection matter.

Our office will confirm the status of the collection account with the Client’s authorized representative prior to formally opening a file. Upon notification from our office that a file has been opened as either a “Lien” or “Intent to Lien,” the delinquent owner’s account should be placed on attorney status. Please direct any and all communication and inquiries regarding the delinquent account to our Firm for handling by staff.

As an illustration of the miscellaneous services included in our fee structure, but not to limit the scope of our services, our staff is in constant communication with Client’s representative/management on status, strategy, and legal recommendations in all open matters by email and telephone; comprehensive up-to-date status reports are provided; monitoring and/or representation in bank foreclosure actions as necessary when associations are named as a Defendant due to a lien or owner delinquency; monitoring bankruptcy actions filed by owners; follow-up communication and negotiations with delinquent owners, demand for rent from tenants, handling disputes regarding the validity of the debt, preparation of estoppels, negotiating with title companies and realtors, immediate follow-up with foreclosing banks or 3rd party buyers, courtesy waiver or reductions in legal fees to facilitate settlements, assisting Client when accounts are mistakenly sent to our office (i.e. misapplied checks by banks, misplaced payments etc.); releasing liens determined to be improperly filed and there is no recourse against the owner or association for reimbursement.

All efforts are made to collect late fees and interest owed by a delinquent owner. However, in some cases, late fees and interest may be reduced or waived during settlement to ensure payment of assessments, association collection costs and attorney fees. The waiver of the late fees and interest will be at the discretion of the Firm to expedite settlement, unless otherwise instructed by the Association. Any request to transfer a “Lien” or “Intent to Lien” file prior to conclusion of our representation will require a minimum of 15 days written notice to prepare the file for transfer. An invoice for fees and costs incurred to date in accordance with the attached fee and cost schedule will immediately become due. The Firm asserts a retaining lien on the file until the invoice is paid. In the event of a dispute of any terms of this agreement, the prevailing party is entitled to attorney’s fees and costs.

II. Foreclosure of the Lien

Should it be necessary to foreclose the Claim of Lien, a separate foreclosure agreement will be sent to the Association before the Firm will proceed. The Board of Directors will be required to authorize any lien foreclosure at a duly authorized meeting.

III. Satisfaction and Release of the Lien

Upon receipt of payment in full, the Firm will file a Release of Lien and disburse funds to the Association. An accompanying disbursement letter will itemize the amounts collected and paid to the Client.

IV. Schedule of Fees

The following attorney's fees and costs are charged against the owner in the initial demand after lien recording: The Firm reserves the right to negotiate attorney's fees and costs with the owner to resolve a Claim of Lien.

Intent to Lien Notice	\$ 195.00
Deed/Title/Bankruptcy Search – Intent to Lien**	\$ 85.00
Deed/Title/Bankruptcy Search – Claim of Lien	\$ 170.00
Attorney's Fees – Claim of Lien (includes a Release of Lien if paid within the statutory demand period)***	\$ 395.00
Clerk of Court – Claim of Lien	actual charges
Clerk of Court – Release of Lien	actual charges
Certified/Regular Postage (or as incurred)	actual charges
Balance Due Letter	\$ 125.00
Final Notice Letter	\$ 125.00
Tenant Demand	\$ 225.00

Mortgage Foreclosures - We reserve the right to pursue the foreclosing bank and/or new owner for legal fees and costs permitted by law.

*For collections, additional attorney's fees are charged at the current hourly rate of \$300.00 due and payable by the owner or lender unless the file is transferred from our office.

**If the Intent to Lien sent by our office is not paid, there will be a \$85.00 deed/title/bankruptcy update charged to the owner for the Claim of Lien.

***The Release of Lien fee charged after the statutory period is \$225.00.

****The above fees are subject to standard increases upon annual review of current market rates.

V. General Counsel Matters

Our legal fees for most general matters, including document interpretation, drafting document amendments and election documents, providing legal opinions, violation enforcement work, and other general matters are charged on an hourly basis. Our hourly rate is \$295.00 per hour. Any change in general counsel rates will be disclosed to the Association when such change takes effect.

VI. Scope of Representation

The Firm shall perform such work under this agreement as requested or authorized by the Association. The Firm will keep the Association informed as to the progress and status of all pending matters in

accordance with such procedures as the Firm and the Board of Directors may establish from time to time.

- Note: While the attorney's fees and costs are contingent, termination of the Firm's services for any reason prior to conclusion, (which is defined as payment of all delinquent amounts including attorney's fees and costs either by the owner, foreclosing lender, or 3rd party purchaser) will result in all unpaid fees and charges immediately becoming due and payable by the association. Termination of representation does not relieve the obligation to pay any fees or costs incurred prior to such termination, and the Firm has the right to recover the reasonable value of our legal services rendered. Client authorizes the Firm to use any funds held in the Firm's trust account as a deposit against unpaid fees and costs, and to apply it to such unpaid balances.

Client hereby grants an express and implied legal and equitable lien for any monies owed under the terms of this agreement, and on any and all claims or causes of action that are the subject of representation under this agreement.

In the event that legal action is required to enforce the terms of this agreement, the prevailing party is entitled to recover its costs and reasonable attorney's fees. The venue for any such action will be exclusively in Pinellas County, Florida.

Legal Services Agreement Ratified

The signature below authorizes Mankin Law Group to engage in the collection process described above. On behalf of the Eastfield Slopes Condominium Association, Inc., the undersigned accepts and agrees to the terms of the Legal Services Agreement and represents that the execution and delivery hereof has been authorized by the Association at a duly noticed and authorized meeting held on 10-1-2025.

Approved:

Cynthia Jacobs
(Signature)

Dated: 10-1-2025

Cynthia Jacobs, Pres.
(Printed Name and Title)

