



**Broadway Promenade Condominium Association, Inc.**

## **NOTICE: Board of Directors Meeting**

**Date:** Tuesday, February 3<sup>rd</sup>, 2026

**Time:** 10:00 AM

**Place:** Clubroom & Zoom

## **Agenda Items:**

- Call to order by President
- Establish Quorum of Directors
- Proper Meeting Notice Confirmation
- Approval of 01/29/2026 Organizational Meeting Minutes as Read
- Approval of New Attorney Retainer Agreement
- Owners Q/A
- Adjournment

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**Zoom Meeting – Board of Directors**  
**February 3<sup>rd</sup>, 2026. Eastern Time (US and Canada)**

Zoom Link:

<https://us06web.zoom.us/j/5317629917?pwd=NG4tqZfEPkpB8lFTHMNxc4ZurkP8tb.1&omn=87159535980>

Meeting ID: 531 762 9917

Passcode: 1064Bp

Dial by your location: [+1 305 224 1968](tel:+13052241968)

### **Code of Conduct**

“We may disagree, but we will be respectful to one another. We will direct all comments towards issues & we will not engage in personal attacks”.

## **AUTHORITY TO REPRESENT AND RETAINER AGREEMENT**

**BROADWAY PROMENADE CONDOMINIUM ASSOCIATION, INC.** (hereinafter "CLIENT"), hereby retains the law firm of **TANNENBAUM LAW GROUP, PLLC d/b/a HILL TANNENBAUM** ("FIRM") to represent CLIENT on its general legal matters, repair project consulting, and dispute/claims analysis, where applicable. Collection litigation or other matters proceeding to formal dispute resolution or litigation, shall be subject to separately-negotiated litigation retainer agreements. FIRM'S goal is to provide timely, competent, efficient, and cost-effective legal services while remaining sensitive to the challenges of Florida community association operation and management.

As compensation for the above-described legal services, CLIENT agrees to pay FIRM (unless FIRM agrees to take on a specific project on a flat fee basis) on an hourly fee basis, with time billed as follows:

Paralegals	\$175.00/hr
Law Clerks (law students or law graduates not licensed in Florida)	\$250.00/hr
Jennifer Hicks	\$350.00/hr
James Turffs	\$350.00/hr
Cindy Hill	\$400.00/hr
Taylor Ford	\$400.00/hr
Chad McClenathen	\$425.00/hr
Alan Tannenbaum	\$475.00/hr

Time will be billed in 1/10 of an hour increments. Copying costs, postage, courier charges, and other services atypical of normal law firm operation shall be billed in addition at cost. CLIENT will designate one or more persons as the authorized CLIENT contact.

FIRM will limit its CLIENT communications to the designated person or persons unless specifically instructed by CLIENT.

FIRM will provide CLIENT with an itemized statement for services performed on a monthly basis. The itemized statement for services performed will be provided via e-mail, unless a mailed hard copy is specifically requested. Fees billed shall become due and payable within 10 days of receipt of statement by CLIENT, although no invoice will be considered past due until 35 days have passed from time of receipt without payment having been made. If CLIENT objects to or has a question about an invoice, the time spent by FIRM'S lawyers and personnel in answering the question or responding to the objection will not be billed to CLIENT. With this said, if CLIENT is not disputing certain time entries, it is expected that CLIENT will make payment on the undisputed amounts. CLIENT understands and agrees that any part of a bill for which payment in full is not received by FIRM within 45 days of the date the invoice is received will draw interest at the rate of 10% per annum. If FIRM is obliged to file suit to collect any past due balance, it shall be entitled to an award of prevailing party attorney's fees and costs.

#### **PRE-LITIGATION ASSESSMENT COLLECTION**

Should CLIENT request that FIRM pursue assessment collection against a delinquent owner, charges for pre-litigation collection services will be on a combined flat fee/hourly fee basis. At the time of CLIENT'S first assessment collection matter with FIRM, an initial one-time setup fee of \$250.00 will be charged to onboard CLIENT (and Property Management Company if applicable) into FIRM'S collections process. Where residences are assessed differently from others in the community, as in the case of sub-

associations under a master association, separate budgets pertaining to phases, or where groups of residences are assessed differently under a single budget, there may be additional setup charges. This onboarding fee(s) relates to the importation of CLIENT'S assessments, late fee, and interest rate policies as set forth in CLIENT'S governing documents into FIRM's data management systems. On all collection matters, FIRM charges a flat fee for the production and service of statutorily required documents as follows:

Notice of Late Assessment	\$100.00
Pre-Lien Letter	\$300.00
Claim of Lien and Pre-Foreclosure Notice Letter	\$400.00
Release of Lien	\$125.00

Postage and certified mail charges, title company search fees, County recording fees, and filing fees and other court costs, are in addition. Any work not expressly stated above will be performed at hourly rates including, but not limited to, additional time occasioned by the need to gather, analyze and resolve the information necessary for producing the above notices and documents.

Should a delinquent owner pay the total amount due as shown on the Notice of Late Assessment within 30 days, attorney's fees and costs will not be recoverable from the delinquent owner per Florida Statues. Attorney's fees and costs are recoverable from the delinquent owner starting 31 days after the Notice of Late Assessment has been sent if the total amount due has not been paid in full. Upon collection of such pre-litigation attorney's fees and costs from an owner, FIRM, by the next billing cycle, shall return or credit CLIENT for the amounts collected from an owner.

**MORTGAGE FORECLOSURE DEFENSE, ASSESSMENT LIEN**  
**FORECLOSURE, AND OTHER LITIGATION**

If authorized in writing by CLIENT, FIRM shall appear in and defend CLIENT'S position in a lender mortgage foreclosure action against an owner. CLIENT's authorization will be deemed to authorize FIRM to do and perform all acts on its behalf which are necessary and appropriate to this representation at the hourly rates set forth previously in this document.

If authorized in writing by CLIENT, FIRM shall commence and prosecute assessment lien foreclosure litigation relating to any uncollected assessments. In the event CLIENT does authorize FIRM to institute assessment lien foreclosure litigation against a delinquent owner, the FIRM will at that time require a separate, written litigation retainer agreement for this work, together with a litigation retainer fee deposit of \$2,500.00. In certain circumstances, it may be beneficial for CLIENT to pursue a small claims money judgment instead of a lien foreclosure lawsuit. In the event CLIENT elects to pursue a small claims action, it shall be billed and treated in the same manner as a lien foreclosure, including the retainer deposit requirement.

Any other litigation matters either to be prosecuted by CLIENT or for which CLIENT requires defense (such as covenant enforcement claims, construction disputes, vendor disputes, etc.) will also be subject to a separate, written litigation retainer agreement to be negotiated between CLIENT and FIRM when the need arises.

CLIENT agrees to the above terms and conditions and acknowledges that CLIENT has received a copy of this Retainer Agreement. This Agreement may be cancelled by CLIENT or FIRM at any time by providing written notice to the other party with the

understanding that upon cancellation by CLIENT payment will be due for all work performed up to the point of cancellation, and if cancelled by FIRM, FIRM, per the requirements of The Florida Bar, shall protect CLIENT's interests and cooperate in the orderly and timely transition of CLIENT's matters to replacement counsel.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

**BROADWAY PROMENADE  
CONDOMINIUM ASSOCIATION, INC.**

By: \_\_\_\_\_  
Tim Witz, President

The above engagement is accepted by FIRM on the terms and conditions set forth herein.

**TANNENBAUM LAW GROUP, PLLC  
d/b/a HILL TANNENBAUM**

By: \_\_\_\_\_  
Alan E. Tannenbaum, Esq.  
For the Firm