

**RUSTIC VILLAGE HOMEOWNER'S,
ASSOCIATION SECTION 2, INC.,
BOARD OF DIRECTORS**

“MEETING NOTICE”

BOARD OF DIRECTORS
President, Christopher DeNave
Vice President, Bart Christie
Vice President, Alex Bornote
Treasurer, Lissette Garcia
Secretary, Daniel Staninsky

DATE: MONDAY – December 6, 2021
TIME: 6:30 PM
PLACE: Join Zoom Meeting at <https://zoom.us/j/3053782837>

A G E N D A

1. CALL TO ORDER.
2. APPROVAL OF AGENDA
3. APPROVAL OF THE FINANCIAL REPORT AS OF NOV. 30, 2021
4. ACTION ITEMS
 - a. Consideration and vote on hiring the Law Firm of Siegfried Rivera
 - b. Consideration and vote on amending the adopted 2022 Budget
 - c. Consideration and vote on the creation and appointment of members to the Organizing Committee for revitalization of the Association's governing documents.
5. OPEN DISCUSSION
6. ADJOURNMENT

COMMUNITY PARTICIPATION IS ENCOURAGED!

Rustic Village Homeowner's Association Section 2, Inc.
Balance Sheet
As of November 30, 2021

	<u>Nov 30, 21</u>
ASSETS	
Current Assets	
Checking/Savings	
Wells Fargo	34,414.02
Wells Fargo Reserve	5,740.40
Total Checking/Savings	<u>40,154.42</u>
Accounts Receivable	
Accounts Receivable	-350.00
Total Accounts Receivable	<u>-350.00</u>
Total Current Assets	<u>39,804.42</u>
TOTAL ASSETS	<u>39,804.42</u>
LIABILITIES & EQUITY	
Equity	
Retained Earnings	48,870.07
Net Income	-9,065.65
Total Equity	<u>39,804.42</u>
TOTAL LIABILITIES & EQUITY	<u>39,804.42</u>

Rustic Village Homeowner's Association Section 2, Inc.
Profit & Loss Budget vs. Actual
January through December 2021

	Jan - Dec 21	Budget	\$ Over Budget
Ordinary Income/Expense			
Income			
Homeowner Assoc. Dues	11,190.00	11,250.00	-60.00
Homeowner Assoc. Dues Late Fee	60.00	100.00	-40.00
Interest Income	26.04		
Misc Income	545.54		
Total Income	11,821.58	11,350.00	471.58
Expense			
Administration			
Bank Charges	0.00	50.00	-50.00
Computer and Internet Expenses	336.38	185.00	151.38
Corporate Filings	61.25	65.00	-3.75
Financial Management	3,000.00	4,050.00	-1,050.00
Insurance Expense	2,330.15	2,050.00	280.15
Meals and Entertainment	0.00	50.00	-50.00
Office Supplies	353.00	160.00	193.00
P.O. Box Rental	0.00	100.00	-100.00
Postage and Printing	168.81	50.00	118.81
Professional Fees	467.80	200.00	267.80
Special Events	0.00	50.00	-50.00
Total Administration	6,717.39	7,010.00	-292.61
Grounds			
Beautification of Common Areas	3,415.03	1,200.00	2,215.03
Electrical Expense	154.81	250.00	-95.19
Landscaping and Groundskeeping	1,925.00	2,100.00	-175.00
Repairs and Maintenance	1,125.00	790.00	335.00
Tree Trimming	7,550.00		
Total Grounds	14,169.84	4,340.00	9,829.84
Total Expense	20,887.23	11,350.00	9,537.23
Net Ordinary Income	-9,065.65	0.00	-9,065.65
Net Income	-9,065.65	0.00	-9,065.65

Rustic Village Homeowner's Association Section 2, Inc.
Deposit Detail
 July through September 2021

<u>Type</u>	<u>Num</u>	<u>Date</u>	<u>Name</u>	<u>Account</u>	<u>Amount</u>
Deposit		09/27/2021		Wells Fargo	150.00
Payment	1962	09/28/2021	AZNIELLES	Undeposited Funds	-150.00
TOTAL					-150.00
Deposit		09/27/2021		Wells Fargo Reserve	0.24
				Interest Income	-0.24
TOTAL					-0.24

Rustic Village Homeowner's Association Section 2, Inc.
Check Detail
As of November 30, 2021

<u>Type</u>	<u>Date</u>	<u>Name</u>	<u>Split</u>	<u>Paid Amount</u>
Wells Fargo				
Check	10/04/2021	Florida Power and Light	Electrical Expense	-22.21
Check	10/05/2021	ElectionBuddy.com	Professional Fees	-89.00
Check	10/21/2021	Amazon	Beautification of Common Are...	-38.70
Check	10/21/2021	Amazon	Beautification of Common Are...	-41.84
Check	10/29/2021	Riverol and Company	Financial Management	-300.00
Check	10/26/2021	Zamora Landcape Services	Landscaping and Groundskee...	-175.00
Check	11/02/2021	Florida Power and Light	Electrical Expense	-22.07
Check	11/09/2021	Siegfried Rivera	Professional Fees	-378.80
Check	11/10/2021	Account Support	Computer and Internet Expen...	-186.48
Check	11/29/2021	Zamora Landcape Services	Landscaping and Groundskee...	-175.00
Total Wells Fargo				-1,429.10
Wells Fargo Reserve				
Total Wells Fargo Reserve				
TOTAL				-1,429.10

MARIA VICTORIA ARIAS
MARIAS@SIEGFRIEDRIVERA.COM

September 3, 2021

VIA EMAIL: CHRISVINTAGE88@AIM.COM

Board of Directors
Rustic Village Homeowner's Association Section 2, Inc.
c/o Christopher DeNave, President
13876 S.W. 56th Street
Miami, FL 33175

**Re: Representation of Rustic Village Homeowner's Association Section 2, Inc.
("Association")**

Dear Sir/Madam:

Siegfried Rivera, (the "Firm") is located in Miami-Dade, Broward and Palm Beach Counties. The Firm is one of the largest law firms in South Florida in the number of community associations represented and has extensive experience in the areas of construction law as well as all matters involving community associations. Members of the Firm lecture on a regular basis at seminars dealing with all issues affecting community associations, such as the legal problems encountered by the association after developer turnover, construction defects and warranty violations.

Rates: Our general representation of the Association includes all conferences, consultations, correspondence, legal research, as specifically requested in writing by the board and attendance at board or membership meetings. We will not perform any work without a written request to do so. Our rates for general representation are \$295.00 per hour as a blended rate for associate attorneys and shareholders. General representation does not include litigation or arbitration in actions to compel compliance with the Association's documents, general litigation, construction defect litigation or negotiation of 558/turnover claims or issues. In the event our services are requested in connection with litigation or other matters not included in general representation as specified above, our rates shall range from \$285.00 - \$500.00 per hour, depending on

the individual attorneys assigned to the matter. Paralegals bill at the rate of \$135.00 per hour for certain limited services. All of the Firm's rates and procedures are subject to change from time to time. Invoices for general services will be generated on a monthly basis and any invoices generated for the collection services described below are due and payable within ten (10) days of receipt of such invoice. Any invoice which remains unpaid for thirty (30) days, shall accrue interest at the rate of one (1%) percent per month, until paid.

Collection Services: Our collection services generally include a letter to the owner demanding payment of assessment and other charges ("Demand Letter"), the filing of a lien ("Claim of Lien"), foreclosure of the Association's Claim of Lien ("Lien Foreclosure"), defending the Association in a collection action by a lienholder, and defending the Association's interests in a bankruptcy.

While fees and costs are incurred for demand letters¹, Claims of Liens, and Lien Foreclosures will be billed at the reduced rate of \$225.00 per hour for associates and shareholders and are generally collected from the owner at the rates set forth in Exhibit "A", they are still the responsibility of the Association.

We advance the costs for Demand Letter and Claims of Lien. For Lien Foreclosures, we will require a cost advance of \$625.00, which is an average of the usual costs advanced. If additional costs are incurred over the \$625.00 advanced, you will be billed in the next month's billing. We bill all other costs as they are incurred, including a charge for digital images @ \$.15 each.

In the course of representing you, it is likely that numerous records and documents (originals and copies) will come into our possession and numerous additional documents will be generated by us. Naturally, you may examine any written materials in our files at any time we agree upon prior to the termination of our representation of you, but you acknowledge that all of our work product is owned by us. Upon the termination of our representation of you in connection with the described engagement, we will retain our files for five (5) years, after which any written materials not returned to you may be destroyed by us. Your execution of this agreement constitutes your consent to this procedure.

In addition, there are certain circumstances when both the attorney's fees and costs incurred will be billed and become due from the Association. Those circumstances are as follows:

A) In those instances when the Association requests a Demand Letter be sent to the delinquent owner by the Firm, we will proceed to file a Claim of Lien after the expiration of the time frame set forth in the Demand Letter. In the event that we are instructed not to proceed with the filing of a Claim of Lien, or unable to proceed with the

¹ In most instances the final demand letter is sent by the Association and/or its management company. We do not send demand letters before filing a Claim of Lien unless specifically instructed to do so.

filing of a Claim of Lien due to circumstances beyond our control, the Association shall be obligated to pay our attorney's fees and costs in connection with the Demand Letter.

B) If the Association does not authorize the Firm to initiate Lien Foreclosure proceedings within thirty (30) days from this Firm's request to initiate Lien Foreclosure proceedings, then the Association shall be obligated to pay the full amount of attorney's fees and costs in connection with the filing of the Claim of Lien.

C) When review of the chain of title prior to the filing of a Claim of Lien reveals that a senior lienholder defined as "anyone holding a superior security interest in the property" has either initiated or completed proceedings which may impede the Association's ability to collect its delinquent Assessments and the Association chooses not to proceed to file the Claim of Lien. The Association will be responsible for all costs and attorney's fees incurred to the date it decides not to proceed. In addition, if the Association wishes to proceed and requests that a Claim of Lien be filed, notwithstanding the fact that its claim may be compromised due to the action of the senior lienholder or first mortgagee, the Association shall also be obligated for any and all additional costs and the attorney's fees in connection with the filing of the Claim of Lien. Further, if the Association's Claim of Lien is at any time foreclosed by a senior lienholder or first mortgagee, the Association shall pay all attorney's fees and costs incurred.

D) When the Association has begun the collection process (i.e. Demand Letter, Claim of Lien or Lien Foreclosure) and a senior lienholder subsequently initiates a collection action, at the initiation of the senior lienholder's action, (i.e. filing of lis pendens and/or complaint, etc...) the Association shall pay all attorney's fees and costs incurred. Further, if the Association instructs us to defend the Association's interest in any action filed by a senior lienholder or any other mortgagee, the Association shall be obligated to pay all attorney's fees and all costs incurred. Unless the Firm is instructed to the contrary, we will undertake representation on behalf of the Association in an action filed by any senior lienholder.

E) In the event the Association takes title at a foreclosure sale, or fails to bid the full amount of its judgment or accepts a deed in lieu of foreclosure, then the Association shall be obligated to pay the full amount of the attorney's fees together with all costs incurred, or the amount of fees awarded by the Court, whichever is less.

F) In the event an owner files for bankruptcy after (1) the Firm demands payment for past due Assessments, (2) the filing of the Association's Claim of Lien or (3) during the pendency of any Lien Foreclosure action filed by the Association, and we represent the interests of the Association in the bankruptcy proceeding, then the Association shall be obligated to pay our general hourly rates. Every effort shall be made to recover our attorney's fees and costs in the bankruptcy proceedings. In addition, the Association will be charged for attorney's fees and costs incurred through the date of the bankruptcy filing and the amount charged will be included as a claim in the bankruptcy.

G) In the event a counterclaim or crossclaim is filed in the Association's Lien Foreclosure action, or a defense asserted other than payment, then the Association shall be obligated to pay all attorney 's fees and costs incurred.

H) In the event the Association accepts and/or requests stipulation for payments which are longer than six (6) months, then the Association shall pay our attorney's fees and costs when the stipulation is executed.

I) In the event the Association or its agent takes action subsequent to turning a matter over to this Firm which action adversely affects, compromises, settles or otherwise negatively impacts this Firm's efforts to efficiently and timely pursue the matter, then the Association shall pay all attorney's fees and costs incurred.

J) In the event the Association requests that the Firm pursue remedies in a foreclosure, other than collection of past due amounts, including, but not limited to, obtaining and collecting money judgments, writs of possession or pursuing deficiency judgments, then the Association shall be obligated to pay our collection services hourly rates.

K) In the event Association or its agent(s) provides false, incorrect, incomplete, insufficient or inaccurate records to this Firm.

L) The Association and/or its agent fails to reasonably cooperate with the Firm.

M) The Association fails to notify our office of changes in its collection policy, the adoption of amendments to Assessments provisions in the governing documents, or to provide new information relevant to collection of delinquent accounts.

N) The Association lacked the authority to impose the Assessments or the owner was not delinquent.

O) Upon termination of this Agreement, all outstanding attorney's fees and costs shall be due and payable.

The Association acknowledges that the Firm will rely on, and its collection efforts on behalf of the Association will be based on, the accounting/bookkeeping information provided by the Association and/or its management company. The Association agrees to indemnify, defend and hold harmless the Firm, its officers, directors and employees, from any and all claims, suits, causes of action, damages, losses or expenses, including attorney's fees at both the trial and appellate levels, arising out of, related to, or resulting from, collection efforts based on inaccurate accounting/bookkeeping information.

In the event either party to this Agreement shall seek to enforce its terms, then the prevailing party shall be entitled to recover its attorney's fees and costs, including

those on appeal. It is expressly understood and agreed that the parties hereto waive the right to a trial by jury of any dispute arising out of this Agreement. Should this Firm deem it necessary to withdraw due to lack of timely payments of the attorney's fees or costs, or due to other grounds consistent with the ethical standards of The Florida Bar, then we shall have a right to a retaining lien against documents or other property or funds in our possession until full payment of all sums due. The Firm reserves the right to apply the proceeds due the Association of any collection account to any unpaid legal services and costs due to the Firm. Further, if the Association is not current with the payment of the monthly invoices submitted by the Firm to the Association, the Firm reserves the right to suspend any pending work and ask for advances for attorney's fees and costs before any additional work is undertaken.

Please be assured that our Firm is qualified and staffed to provide you with the personal attention, consideration and legal representation your Association deserves and expects. If the above fee arrangement is acceptable to you, please execute the original of this letter and return it to our office.

Thank you for the confidence you have expressed in our Firm, and we look forward to working with you towards the successful operation of the Association.

Sincerely,

Maria Victoria Arias

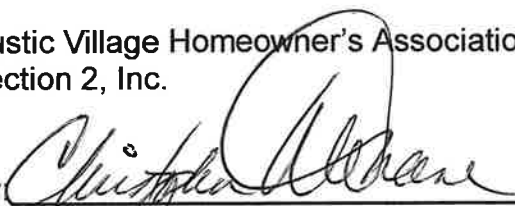
Maria Victoria Arias

MVA/by
Enclosure(s)

WE HEREBY accept the above terms this 13 day of September, 2021.

Rustic Village Homeowner's Association
Section 2, Inc.

By



Signature of President
Board of Directors

RESOLUTION

The Board of Directors of Rustic Village Homeowner's Association Section 2, Inc. approved by a majority vote, the appointment of STEVEN M. SIEGFRIED, LISA A. LERNER, HELIO DE LA TORRE, MARIA VICTORIA ARIAS, MICHAEL L. HYMAN, GARY M. MARS, or any other attorney of the Firm, to act as its attorney and agent-in-fact for the purpose of signing Demand Letters and Claims of Lien on behalf of the Association for non-payment of assessments, attorney's fees interests, late charges if applicable and costs. Upon submission of written authorization from the Association or its management company, any attorney of the Firm is authorized to sign the Demand Letters, Claims of Lien and Releases of Lien on behalf of the above Association.

The Association acknowledges that the law firm of Siegfried Rivera, (the "Firm") will rely on, and its collection efforts on behalf of the Association will be based on, the accounting/bookkeeping information provided by the Association and/or its management company. Further, the Association agrees that if an account is forwarded to the Firm and the amounts are inaccurate, the Association agrees to pay the Firm all attorney's fees and costs incurred in connection with such account. The Association agrees to indemnify, defend and hold harmless the Firm, its officers, directors and employees, from any and all claims, suits, causes of action, damages, losses or expenses, including attorney's fees at both the trial and appellate level, arising out of, related to, or resulting from, collection efforts based on inaccurate accounting/bookkeeping information.

DATED this 13 day of September, 2021.

Rustic Village Homeowner's Association
Section 2, Inc.

By:

Signature of President
Board of Directors

EXHIBIT A

SCHEDULE OF COLLECTION FEES

Most collection work will be billed on a flat fee basis for certain services performed. Such work, and rates charged, include:

DESCRIPTION	FLAT FEE ¹
Demand letter	126.00
Intent to foreclose Letter with Claim of Lien	300.00
Review Title , Preparation of Complaint and Summons	450.00
Preparation of alias summons and additional summons	56.25 (Per Defendant)
Review service of process and database searches	112.50
Prepare Motion for Default, Default Order, Non-Military Affidavit and update title exam	225.00
Due diligence search to serve defendants for publication, Preparation of Notice of Action, and Appointment of Guardian Ad Litem Motions	281.25
Preparation of Motion to Amend Caption and/or Notice of Dropping Parties	112.50
Preparation of estoppel and partial payment letters	150.00
Preparation of Motion for Summary Judgment and supporting affidavits	450.00
Preparation of Motion for Default Final Judgment and supporting affidavits	450.00
Review Mortgage Foreclosure Complaint, Review of Title, Prepare Answer to Bank's Complaint	225.00
Review of Bankruptcy petition In Chapter 13, Prepare Notice of Appearance, Prepare Proof of Claim	275.00
Insufficient Funds letter*	50.00
Preparation of release of Lien	No Charge
Letter to Association regarding New Owners*	50.00
*Paralegals bill at the rate of \$125.00 per hour for certain limited services.	

¹ All time expended in the collection process, other than the standard work set forth above, shall be billed to the Association at the rate of \$225.00-\$275.00 per hour for associates and shareholders. The above rates and description of services may change from time to time. Certain flat fees are set forth on our bills as a fixed time entry. The fixed time entry equals the same amount as the flat fee.

Rustic Village Homeowner's Association Section 2, Inc.
Profit & Loss Budget vs. Actual
 January through December 2022

	ADOPTED	PROPOSED REVISED BUDGET	DIFF
	<u>Jan - Dec 22</u>	<u>Jan - Dec 22</u>	<u> </u>
Ordinary Income/Expense			
Income			
Homeowner Assoc. Dues	15,000.00	15,000.00	0
Homeowner Assoc. Dues Late Fee	100.00	100.00	0
Total Income	<u>15,100.00</u>	<u>15,100.00</u>	<u>0</u>
Expense			
Administration			
Bank Charges	50.00	50.00	0
Computer and Internet Expenses	185	185	0
Corporate Filings	65	65	0
Financial Management	4,050	4,050	0
Insurance Expense	2,550	2,550	0
Meals and Entertainment	0	0	0
Office Supplies	150	150	0
P.O. Box Rental	100	100	0
Postage and Printing	50	50	0
Professional Fees	1,500	20,000	18,500
Special Events	50	50	0
Total Administration	<u>8,750</u>	<u>27,250</u>	<u>18,500</u>
Grounds			
Electrical Expense	250	250	0
Landscaping and Groundskeeping	2,100	2,100	0
Painting of Perimeter Fencing	0	0	0
Repairs and Maintenance	2,500	2,500	0
Tree Trimming	1,500	1,500	0
Total Grounds	<u>6,350</u>	<u>6,350</u>	<u>0</u>
Total Expense	<u>15,100</u>	<u>33,600</u>	<u>18,500</u>
Net Ordinary Income	<u>0</u>	<u>-18,500</u>	
Net Income	<u><u>0</u></u>	<u><u>-18,500</u></u>	