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December 22, 2015

Whitewater Springs Property Owners Association, Inc.
c/o Don Rauschuber, President via dgrwater@dgrainc.com

Re: Engagement with Niemann & Heyer, LLP

Dear Board:

Fees. This letter acknowledges that this firm has been engaged to represent Whitewater Springs Property Owners Association, Inc. We will perform legal services on an as-requested basis for matters involving the association. Lawyers' fees at our firm range from \$225-375 per hour. Connie Heyer's current billing rate is \$375.00 per hour and William Heyer's current billing rate is \$375.00 per hour. From time to time, we may assign parts of the work to other attorneys or legal assistants. Flat fee work related to collection actions will be billed in accordance with then current fee schedules for such work, which may change from time to time. All of these fees are subject to change from time to time. While we will make every effort to advise you of any fee changes at least 10 days prior to them going into effect, no such prior notice shall be required as a pre-condition of such fee changes taking effect. Detailed invoices for legal fees and costs are delivered approximately monthly.

It is customary for clients to seek estimates from us of the fees and costs of representation. We will always try to do so based on our professional judgment and the facts known at the time. However, any such estimate in no way guarantees ultimate costs or fees. It is often true that our ultimate billings are less or more than an initial estimate.

The firm will use its best efforts to refrain from assigning other attorneys in the place of the primary attorney assigned to a file, but retains the right to do so. The attorneys responsible for this assignment should be individuals in whom you have confidence and with whom you enjoy working. You are free to request a change of responsible attorney at any time. Your work or parts of it may be delegated or assigned to other lawyers, or to legal assistants as is deemed prudent, and you should feel free to discuss the work of such individuals with them.

We will discuss legal matters over the phone with, or draft a written reply to, the authorized property manager for the association or any board member of the association. Every board member, and the property manager, will be considered an authorized agent of the association for purposes of requesting legal work, but we reserve the right to at our discretion to require majority consent of the board prior to performing legal services.

Billing and Payment Terms. Our firm maintains time records of time actually spent that detail the work done each month. These records include bills for time spent on investigation and advice over the telephone. You always have the right to review these time records, and they are printed on each bill. We invoice on a monthly basis, and our invoices include third-parties costs incurred on your behalf (i.e., filing fees, title searches, fee-based web searches, fees for private investigators, conference call services, and the like). We agree to discuss with you the need and cost of any such third-party before incurring such an expense if you make such a request in advance. Also included on invoices are billings for internal costs, including charges for copies, postage charges, and the like. Payment in full of all outstanding invoices is due net 15 days from the date the

invoice is sent, unless other arrangements are made with our firm in advance. A monthly late fee of 5% of the invoice total may be assessed for payments not received within 30 days of the date the invoice is sent.

Re-assignment of file. You have the right to request the assignment of your legal matter to another firm lawyer or to seek other counsel at any time. Any request of this nature must be signed by or communicated by (for example via phone or email) the President of the Association. We reserve the right to speak directly to the President or any officer prior to transferring files. Our firm reserves the right to withdraw from your representation, provided that, if this occurs, our withdrawal shall be accomplished in a manner which will not prejudice your rights. Upon your request and subject to the terms above, your papers will be returned or forwarded to alternate counsel, and the firm's further interest in this matter shall be solely for a reasonable fee for work actually done before the time of withdrawal.

Email communication. For the benefit of our clients, we have established means by which we can communicate electronically. Connie Heyer's email address is connieheyer@niemannlaw.com. William Heyer's email address is williamheyer@niemannlaw.com. Their assistant can be reached at admin@niemannlaw.com. We caution you, however, that in the event you decide to communicate with us via email, we cannot assure the security of this communication. Thus, we urge you to send sensitive or confidential information via other means. If you have any questions regarding email communication, please do not hesitate to contact me.

Collections. If you have retained our firm to perform debt collection work, you agree that we may rely conclusively upon the accounting of amounts owed provided to us and that it represents a true and accurate accounting of the debts owed by the debtor, and that the association may lawfully charge and collect all such debts. In most situations with collections involving delinquent accounts to property owner's associations, the attorneys' fees may be charged directly to an individual homeowner's account. However, the property owner's association is liable for payment of all attorneys' fees regardless of whether it is able to collect reimbursement from the debtor. **By sending accounts to us for collection or other enforcement activity, you certify that, if you intend to pass our fees through to the delinquent owner, prior to sending our firm the account you have complied with the any requirements under your governing documents or state law to pass through such fees, including (for subdivisions, n/a to condominium communities) the obligation under Texas Property Code Chapter 209 to have previously informed the owner in writing that they must pay amounts due by a date certain or they may be charged attorneys fees and collection costs, and complying with notice requirements of Property Code Section 209.0064.**

You also agree to notify us prior to or at the time of requesting collection activity on an owner's account of any "60-day letter" or other agreement regarding notification of lienholders that the association has entered into. Additionally, to the extent that your association has a filed a notice of lien or similar instrument against a lot as part of a collection effort, you warrant that such filing has been properly recorded and complies with the substantive and procedural requirements for filing such a notice and providing the owner notice of the filing under your governing documents, if any.

By execution and return of this letter of engagement, your association is deemed to collectively appoint Niemann & Heyer, L.L.P., its attorneys, employees and agents, which individuals may change from time to time without notice, as lawful agents and trustees empowered to prosecute collection actions on behalf of your association. To the extent that your governing documents and/or State law authorize your association to non-judicially foreclose its lien against a lot or unit as part of such collection actions, this authority shall include the right to conduct non-judicial foreclosure sales and exercise the association power of sale rights.

Notices to Client: (a) State Bar of Texas: The State Bar of Texas investigates and prosecutes professional misconduct committed by Texas attorneys. Although not every complaint against or dispute with a lawyer involves professional misconduct, the State Bar Office of General Counsel will provide you with information about how to file a complaint. For more information, please call 1(800) 932-1900. This is a toll-free phone call. Under the Rules of the Texas Supreme Court and the State Bar of Texas, the Firm advises Client of the contents of the Texas Lawyers Creed, a copy of which is available at

http://www.txethics.org/reference_creed.asp; (b) Records: Although the Firm attempts to retain copies of documents generated for a reasonable time, the Firm cannot be held responsible for failing to do so. Therefore, it is advisable that Client retain all originals and copies of documents that it wishes to have for future reference.

Conclusion. It is the firm's intention that this letter contains the ground rules for the attorney/client relationship. If you find this letter acceptable, please so indicate by having an authorized officer of the association sign the enclosed copy of this letter and returning it to me. Fax, email, or other electronic signatures will be considered binding.

This letter will govern the terms of our relationship as the association retains the services of Niemann & Heyer, LLP from time to time via oral or written request. It will represent the agreement between us until either party terminates the agreement. We appreciate this opportunity to be of assistance to you and look forward to working with you on this matter. If you have any questions or instructions at this time, please do not hesitate to contact me.

Sincerely,

Niemann & Heyer, L.L.P.

By 

William M. Heyer

I am an authorized officer, director or agent of Whitewater Springs Property Owners Association, Inc. and have received any necessary prior board approval for this engagement, and on behalf of the association I understand and agree to the fee terms set forth herein and authorize Niemann & Heyer, L.L.P. to represent our association as its attorney as may be requested from time to time by the undersigned, any director or officer of the association, and/or the association's management company, whether such request is oral or in writing.

Signature of authorized officer, director or agent

Date

Printed Name

Title

Email Address

Phone Number