



GEORGIA DEPARTMENT OF LAW
Consumer Protection Division

CHRISTOPHER M. CARR
ATTORNEY GENERAL

2 Martin Luther King, Jr. Drive SE
Suite 356
Atlanta, Georgia 30334

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(404) 656-3790

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September 26, 2019

COMMUNITY MANAGEMENT ASSOCIATES, INC.
1465 Northside Drive, Suite 128
Atlanta, Georgia 30318

DENNIS F. HOFFMAN
Qualifying Broker
Community Management Associates, Inc.
1465 Northside Drive, Suite 128
Atlanta, Georgia 30318

Re: Letter of Understanding; Reference File Number 425276

Dear Community Management Associates, Inc. and Dennis F. Hoffman

Attorney General Christopher M. Carr ("Attorney General") alleges that Community Management Associates, Inc. (hereinafter "the Company") and Dennis F. Hoffman (hereinafter "Qualifying Broker") have engaged in unfair or deceptive acts or practices in violation of O.C.G.A. § 10-1-390 *et seq.*, Georgia's Fair Business Practices Act ("FBPA").

I. Allegations

The Consumer Protection Division of the Attorney General's Office ("CPD") conducted an investigation into certain aspects of the Company's business practices. As a result of the investigation, the Attorney General has reason to believe that the Company and its Qualifying Broker, while engaging in the business of managing condominium associations formed pursuant

to O.C.G.A. § 44-3-70 et seq., the Georgia Condominium Act, and property owners' associations formed pursuant to O.C.G.A. § 44-3-220 et seq., the Georgia Property Owners' Association Act, may have engaged in the following acts and/or practices that violate the FBPA:

- A. Failed to offer and/or furnish a statement of all sums lawfully assessed by an association against any owner and/or the owners' Property and that constitutes a lien in favor of the association on the owner's Property that will be past due and unpaid together with late charges and interest applicable thereto as of the expiration of five business days from the receipt of a request for such information pursuant to the Georgia Condominium Act and the Georgia Property Owners' Act, to owners, mortgagees of properties, persons having executed a contract for the purchase of a condominium unit or lot, and/or lenders considering the loan of funds to be secured by condominium units or lots, including their attorneys, in exchange for a total fee not exceeding \$10.00. This practice violates O.C.G.A. § 10-1-393(a), the FBPA's general prohibition against unfair acts or practices.
- B. Charged illegal and/or unauthorized fees in conjunction with furnishing a statement of all sums lawfully assessed by an association against any owner and/or the owners' Property and that constitutes a lien in favor of the association on the owner's Property that will be past due and unpaid together with late charges and interest applicable thereto as of the expiration of five business days from the receipt of a request for such information pursuant to the Georgia Condominium Act and/or the Georgia Property Owners' Act. This practice violates O.C.G.A. § 10-1-393(a), the FBPA's general prohibition against unfair acts or practices.

II. Compliance

The Company and its Qualifying Broker deny any wrongdoing and the parties agree that nothing herein constitutes an admission of wrong doing. However, in an effort to be responsive to the Attorney General's concerns, to ensure the Company's compliance with the FBPA and other laws and resolve this matter without litigation, the Company and its Qualifying Broker agree to enter into this Letter of Understanding.

- A. The following words and phrases for purposes of this Letter of Understanding shall mean as follows:

1. The term "Letter" means this Letter of Understanding.
 2. The term "GCA" means the Georgia Condominium Act as set forth in O.C.G.A. § 44-3-70 *et seq.*
 3. The term "GPOA" means the Georgia Property Owners' Association Act as set forth in O.C.G.A. § 44-3-220 *et seq.*
 4. The term "Transaction" means both a sale transaction and loan refinance transaction.
 5. The term "Property" is limited to condominium units and residential property lots, including all improvements thereon, that are subject to the provisions of the GCA or the GPOA. The term Property does not include real property that is not subject to the GCA or the GPOA.
 6. The term "Purchaser" means a person that has executed a contract for the purchase of property.
 7. The phrase "Owner Assessment Information" means a statement provided under O.C.G.A. § 44-3-109 or § 44-3-232 of all sums lawfully assessed by an association against any owner and/or the owners' Property and that constitutes a lien in favor of the association on the owner's Property that will be past due and unpaid together with late charges and interest applicable thereto as of the expiration of five business days from the receipt of a request for such information. Owner Assessment Information does not include amounts that may be assessed more than five business days from the receipt of the request for Owner Assessment Information, and/or amounts and/or fees that may be charged to a Purchaser.
 8. The phrase "Third-Party Servicing Agent" means any person or business that receives, processes, and/or furnishes Owner Assessment Information on behalf of the Company.
- B. The Company and its Qualifying Broker shall make every reasonable effort to comply with the FBPA, O.C.G.A. § 10-1-393 *et seq.* and shall comply with the following:
1. The Company shall offer and/or furnish Owner Assessment Information, whether directly or through a Third-Party Servicing Agent, to owners, mortgagees, purchasers, lenders and their attorneys.
 2. The Company shall not, whether directly and/or indirectly or jointly with any Third-Party Servicing Agent, charge a total fee in excess of \$10.00 in exchange for furnishing Owner Assessment Information to owners, mortgagees, purchasers, lenders and their attorneys. The Company may only

charge such a fee as a prerequisite to the issuance of Owner Assessment Information if association instruments so provide.

3. The Company shall offer and furnish Owner Assessment Information separate from other information offered by the Company to and/or requested by an owner, mortgagee, purchaser, lender or their attorneys, but shall be permitted to offer for sale to owners, mortgagees, purchasers, lenders and their attorneys such other information in addition to Owner Assessment Information at additional cost.
4. The Company shall not, whether directly and/or indirectly or jointly with any Third-Party Servicing Agent, label or describe Owner Assessment Information in any manner that may cause confusion as to whether the Owner Assessment Information may be used for purposes of a Transaction.
5. The Company shall not charge any transfer fees that are prohibited under O.C.G.A. § 44-14-15.
6. The Company shall not charge any fees not authorized in association instruments or other governing documents in conjunction with furnishing Owner Assessment Information in response to a request made for such information under O.C.G.A. § 44-3-109 or -232.
7. The Company shall implement all requirements set forth in paragraphs 1. through 6. above no later than October 18, 2019.
8. The Company shall provide CPD with documentation showing that the Company has implemented the requirements set forth in paragraphs 1. through 6. above no later than November 4, 2019.
9. The Company shall provide a copy of this Letter to all persons that act as a qualifying broker for the Company.
10. The Company shall provide a copy of this Letter to all Third-Party Servicing Agents used by the Company to offer and/or furnish owner payoff information.

III. Resolution

In exchange for the Company's and Qualifying Broker's agreement to comply with each and all of the undertakings set out in Section II. above, and to operate in full compliance with Georgia law, the Attorney General will not institute any formal legal proceedings in connection

with the matters addressed herein that occurred prior to the execution of this Letter. Notwithstanding anything contained herein to the contrary, upon breach of any of the provisions of this Letter by the Company, its Qualifying Broker, and/or any person or entity acting in concert therewith or on behalf of the Company, the Attorney General reserves the right to initiate formal legal action against the Company, its Qualifying Broker, and/or any person or entity acting in concert therewith or on behalf of the Company concerning the subject matter of this Letter. By agreeing to the terms of this Letter, the Attorney General is not waiving any rights or remedies available to him under the FBPA or any other applicable state or federal laws in the event of the Company's and/or Qualifying Broker's failure to comply with this Letter

While the Company and Qualifying Broker deny any wrongdoing and being in violation of any of the law of this state, the Company's and Qualifying Broker's signatures on this Letter signify that the Company and its Qualifying Broker do hereby assure the Attorney General that the alleged acts and practices referenced herein will cease, and that neither the Company, Qualifying Broker, nor anyone acting for or on the Company's behalf shall be permitted to engage in such practices in the future. Nothing contained in this Letter shall be construed as an admission or concession of liability by the Company and its Qualifying Broker, or create any third-party beneficiary rights or give rise to or support any right of action in favor of any consumer or group of consumers, or confer upon any person other than the parties hereto any rights or remedies. This Letter is not intended to be and shall not be construed as, deemed to be, represented as, or relied upon in any manner by any party in any civil, criminal, or administrative proceeding before any court, administrative agency, arbitration, or other tribunal as an

admission, concession, or evidence that the Company has violated any federal, state, or local law.

This Letter, when signed, will bind the Company, its Qualifying Broker, and the Company's successors and assigns that have notice of this Letter's terms and provisions. The Company agrees to give written notice of this Letter's terms and provisions to the Company's successors and/or assigns. This Letter if acceptable to the Company and its Qualifying Broker, must be signed no later than October 3, 2019 and if signed by this date, the Letter will be effective as of the date the Letter is signed by both the Company and its Qualifying Broker.

Sincerely,

Jacquelyn L. Kneidel
Assistant Attorney General

The foregoing Letter of Understanding is proposed, consented and agreed to by:

Sworn to and subscribed before me
this 2 day of October, 2019.

NOTARY PUBLIC
My commission expires: 10/14/21

COMMUNITY MANAGEMENT
ASSOCIATES, INC.

Name: James H Devlin
Title: Chief operating officer
Date: 10/2/19

Sworn to and subscribed before me
this 2 day of October, 2019.

NOTARY PUBLIC
My commission expires: 10/14/21

DENNIS F. HOFFMAN

Name: Dennis F. Hoffman
Date: 10/2/2019

LETTER OF UNDERSTANDING
OCA FILE # 425276
INVESTIGATOR _____
ATTORNEY APPROVAL JK



GEORGIA DEPARTMENT OF LAW
Consumer Protection Division

CHRISTOPHER M. CARR
ATTORNEY GENERAL

2 Martin Luther King, Jr. Drive SE
Suite 356
Atlanta, Georgia 30334

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September 26, 2019

FIRSTSERVICE RESIDENTIAL GEORGIA, INC.
3400 Peachtree Road NE, Suite 1700
Atlanta, Georgia 30326

MARK STOOPS
Qualifying Broker
Firstservice Residential Georgia, Inc.
3400 Peachtree Road NE, Suite 1700
Atlanta, Georgia 30326

Re: Letter of Understanding; Reference File Number 440289

Dear Firstservice Residential Georgia, Inc. and Mark Stoops

Attorney General Christopher M. Carr ("Attorney General") alleges that Firstservice Residential Georgia, Inc., (hereinafter "the Company") and Mark Stoops (hereinafter "Qualifying Broker") have engaged in unfair or deceptive acts or practices in violation of O.C.G.A. § 10-1-390 *et seq.*, Georgia's Fair Business Practices Act ("FBPA").

I. Allegations

The Consumer Protection Division of the Attorney General's Office ("CPD") conducted an investigation into certain aspects of the Company's business practices. As a result of the investigation, the Attorney General has reason to believe that the Company and its Qualifying Broker, while engaging in the business of managing condominium associations formed pursuant

to O.C.G.A. § 44-3-70 et seq., the Georgia Condominium Act, and property owners' associations formed pursuant to O.C.G.A. § 44-3-220 et seq., the Georgia Property Owners' Association Act, may have engaged in the following acts and/or practices that violate the FBPA:

- A. Failed to offer and/or furnish a statement of all sums lawfully assessed by an association against any owner and/or the owners' Property and that constitutes a lien in favor of the association on the owner's Property that will be past due and unpaid together with late charges and interest applicable thereto as of the expiration of five business days from the receipt of a request for such information pursuant to the Georgia Condominium Act and the Georgia Property Owners' Act, to owners, mortgagees of properties, persons having executed a contract for the purchase of a condominium unit or lot, and/or lenders considering the loan of funds to be secured by condominium units or lots, including their attorneys, in exchange for a total fee not exceeding \$10.00. This practice violates O.C.G.A. § 10-1-393(a), the FBPA's general prohibition against unfair acts or practices.
- B. Charged illegal and/or unauthorized fees in conjunction with furnishing a statement of all sums lawfully assessed by an association against any owner and/or the owners' Property and that constitutes a lien in favor of the association on the owner's Property that will be past due and unpaid together with late charges and interest applicable thereto as of the expiration of five business days from the receipt of a request for such information pursuant to the Georgia Condominium Act and/or the Georgia Property Owners' Act. This practice violates O.C.G.A. § 10-1-393(a), the FBPA's general prohibition against unfair acts or practices.

II. Compliance

The Company and its Qualifying Broker deny any wrongdoing and the parties agree that nothing herein constitutes an admission of wrong doing. However, in an effort to be responsive to the Attorney General's concerns, to ensure the Company's compliance with the FBPA and other laws and resolve this matter without litigation, the Company and its Qualifying Broker agree to enter into this Letter of Understanding.

- A. The following words and phrases for purposes of this Letter of Understanding shall mean as follows:

1. The term "Letter" means this Letter of Understanding.
 2. The term "GCA" means the Georgia Condominium Act as set forth in O.C.G.A. § 44-3-70 *et seq.*
 3. The term "GPOA" means the Georgia Property Owners' Association Act as set forth in O.C.G.A. § 44-3-220 *et seq.*
 4. The term "Transaction" means both a sale transaction and loan refinance transaction.
 5. The term "Property" is limited to condominium units and residential property lots, including all improvements thereon, that are subject to the provisions of the GCA or the GPOA. The term Property does not include real property that is not subject to the GCA or the GPOA.
 6. The term "Purchaser" means a person that has executed a contract for the purchase of property.
 7. The phrase "Owner Assessment Information" means a statement provided under O.C.G.A. § 44-3-109 or § 44-3-232 of all sums lawfully assessed by an association against any owner and/or the owners' Property and that constitutes a lien in favor of the association on the owner's Property that will be past due and unpaid together with late charges and interest applicable thereto as of the expiration of five business days from the receipt of a request for such information. Owner Assessment Information does not include amounts that may be assessed more than five business days from the receipt of the request for Owner Assessment Information, and/or amounts and/or fees that may be charged to a Purchaser.
 8. The phrase "Third-Party Servicing Agent" means any person or business that receives, processes, and/or furnishes Owner Assessment Information on behalf of the Company.
- B. The Company and its Qualifying Broker shall make every reasonable effort to comply with the FBPA, O.C.G.A. § 10-1-393 *et seq.* and shall comply with the following:
1. The Company shall offer and/or furnish Owner Assessment Information, whether directly or through a Third-Party Servicing Agent, to owners, mortgagees, purchasers, lenders and their attorneys.
 2. The Company shall not, whether directly and/or indirectly or jointly with any Third-Party Servicing Agent, charge a total fee in excess of \$10.00 in exchange for furnishing Owner Assessment Information to owners, mortgagees, purchasers, lenders and their attorneys. The Company may only

charge such a fee as a prerequisite to the issuance of Owner Assessment Information if association instruments so provide.

3. The Company shall offer and furnish Owner Assessment Information separate from other information offered by the Company to and/or requested by an owner, mortgagee, purchaser, lender or their attorneys, but shall be permitted to offer for sale to owners, mortgagees, purchasers, lenders and their attorneys such other information in addition to Owner Assessment Information at additional cost.
4. The Company shall not, whether directly and/or indirectly or jointly with any Third-Party Servicing Agent, label or describe Owner Assessment Information in any manner that may cause confusion as to whether the Owner Assessment Information may be used for purposes of a Transaction.
5. The Company shall not charge any transfer fees that are prohibited under O.C.G.A. § 44-14-15.
6. The Company shall not charge any fees not authorized in association instruments or other governing documents in conjunction with furnishing Owner Assessment Information in response to a request made for such information under O.C.G.A. § 44-3-109 or -232.
7. The Company shall implement all requirements set forth in paragraphs 1. through 6. above no later than October 18, 2019.
8. The Company shall provide CPD with documentation showing that the Company has implemented the requirements set forth in paragraphs 1. through 6. above no later than November 4, 2019.
9. The Company shall provide a copy of this Letter to all persons that act as a qualifying broker for the Company.
10. The Company shall provide a copy of this Letter to all Third-Party Servicing Agents used by the Company to offer and/or furnish owner payoff information.

III. Resolution

In exchange for the Company's and Qualifying Broker's agreement to comply with each and all of the undertakings set out in Section II. above, and to operate in full compliance with Georgia law, the Attorney General will not institute any formal legal proceedings in connection

with the matters addressed herein that occurred prior to the execution of this Letter. Notwithstanding anything contained herein to the contrary, upon breach of any of the provisions of this Letter by the Company, its Qualifying Broker, and/or any person or entity acting in concert therewith or on behalf of the Company, the Attorney General reserves the right to initiate formal legal action against the Company, its Qualifying Broker, and/or any person or entity acting in concert therewith or on behalf of the Company concerning the subject matter of this Letter. By agreeing to the terms of this Letter, the Attorney General is not waiving any rights or remedies available to him under the FBPA or any other applicable state or federal laws in the event of the Company's and/or Qualifying Broker's failure to comply with this Letter

While the Company and Qualifying Broker deny any wrongdoing and being in violation of any of the law of this state, the Company's and Qualifying Broker's signatures on this Letter signify that the Company and its Qualifying Broker do hereby assure the Attorney General that the alleged acts and practices referenced herein will cease, and that neither the Company, Qualifying Broker, nor anyone acting for or on the Company's behalf shall be permitted to engage in such practices in the future. Nothing contained in this Letter shall be construed as an admission or concession of liability by the Company and its Qualifying Broker, or create any third-party beneficiary rights or give rise to or support any right of action in favor of any consumer or group of consumers, or confer upon any person other than the parties hereto any rights or remedies. This Letter is not intended to be and shall not be construed as, deemed to be, represented as, or relied upon in any manner by any party in any civil, criminal, or administrative proceeding before any court, administrative agency, arbitration, or other tribunal as an

admission, concession, or evidence that the Company has violated any federal, state, or local law.

This Letter, when signed, will bind the Company, its Qualifying Broker, and the Company's successors and assigns that have notice of this Letter's terms and provisions. The Company agrees to give written notice of this Letter's terms and provisions to the Company's successors and/or assigns. This Letter if acceptable to the Company and its Qualifying Broker, must be signed no later than October 3, 2019 and if signed by this date, the Letter will be effective as of the date the Letter is signed by both the Company and its Qualifying Broker.

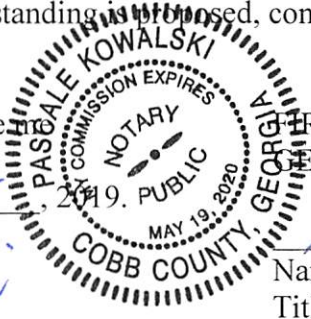
Sincerely,

Jacquelyn L. Kneidel
Assistant Attorney General

The foregoing Letter of Understanding is proposed, consented and agreed to by:

Sworn to and subscribed before me this 2 day of October, 2019. FIRSTSERVICE RESIDENTIAL GEORGIA, INC.

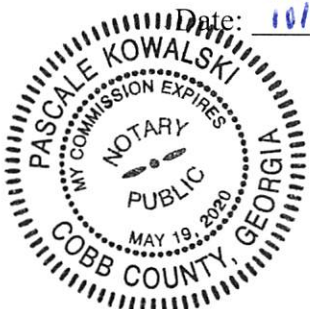
NOTARY PUBLIC
My commission expires: 5/14/20



Name: MARK STOOPS
Title: PRESIDENT
Date: 10/2/19

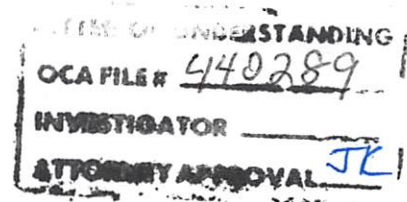
Sworn to and subscribed before me this 2 day of October, 2019.

NOTARY PUBLIC
My commission expires: 5/14/20



MARK STOOPS

Name: mark stoops
Date: 10/2/19





GEORGIA DEPARTMENT OF LAW
Consumer Protection Division

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ATTORNEY GENERAL

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September 26, 2019

HOMESIDE PROPERTIES, INC.
2555 Westside Parkway, Suite 600
Alpharetta, Georgia 30004

LISA DROBNEY
Qualifying Broker
Homeside Properties, Inc.
2555 Westside Parkway, Suite 600
Alpharetta, Georgia 30004

Re: Letter of Understanding; Reference File Number 440251

Dear Homeside Properties, Inc. and Lisa Drobney

Attorney General Christopher M. Carr ("Attorney General") alleges that Homeside Properties, Inc., (hereinafter "the Company") and Lisa Drobney (hereinafter "Qualifying Broker") have engaged in unfair or deceptive acts or practices in violation of O.C.G.A. § 10-1-390 *et seq.*, Georgia's Fair Business Practices Act ("FBPA").

I. Allegations

The Consumer Protection Division of the Attorney General's Office ("CPD") conducted an investigation into certain aspects of the Company's business practices. As a result of the investigation, the Attorney General has reason to believe that the Company and its Qualifying Broker, while engaging in the business of managing condominium associations formed pursuant

to O.C.G.A. § 44-3-70 et seq., the Georgia Condominium Act, and property owners' associations formed pursuant to O.C.G.A. § 44-3-220 et seq., the Georgia Property Owners' Association Act, may have engaged in the following acts and/or practices that violate the FBPA:

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- B. Charged illegal and/or unauthorized fees in conjunction with furnishing a statement of all sums lawfully assessed by an association against any owner and/or the owners' Property and that constitutes a lien in favor of the association on the owner's Property that will be past due and unpaid together with late charges and interest applicable thereto as of the expiration of five business days from the receipt of a request for such information pursuant to the Georgia Condominium Act and/or the Georgia Property Owners' Act. This practice violates O.C.G.A. § 10-1-393(a), the FBPA's general prohibition against unfair acts or practices.

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Sincerely,


Jacquelyn L. Kneidel
Assistant Attorney General




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Sworn to and subscribed before me
this 2nd day of October, 2019.

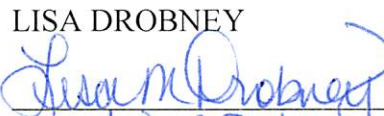

NOTARY PUBLIC
My commission expires: 11-7-2020

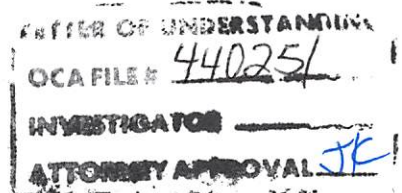
HOMESIDE PROPERTIES, INC.


Name: James Arterbury
Title: President
Date: 10-2-19

Sworn to and subscribed before me
this 2nd day of October, 2019.


NOTARY PUBLIC
My commission expires: 11-7-2020

LISA DROBNEY

Name: Lisa M. Drobney
Date: 10-2-19





GEORGIA DEPARTMENT OF LAW
Consumer Protection Division

CHRISTOPHER M. CARR
ATTORNEY GENERAL

2 Martin Luther King, Jr. Drive SE
Suite 356
Atlanta, Georgia 30334

www.law.ga.gov
(404) 656-3790

Writer's Direct Dial: 404-656-3959
Fax: 404-463-8212

September 26, 2019

ACCESS MANAGEMENT GROUP, L.P.
1100 Northmeadow Parkway, Suite 114
Roswell, Georgia 30076

RICHARD D. RUTHVEN
Qualifying Broker
Access Management Group, L.P.
1100 Northmeadow Parkway, Suite 114
Roswell, Georgia 30076

Re: Letter of Understanding; Reference File Number 440259

Dear Access Management Group, L.P. and Richard D. Ruthven

Attorney General Christopher M. Carr ("Attorney General") alleges that Access Management Group, L.P. (hereinafter "the Company") and Richard D. Ruthven (hereinafter "Qualifying Broker") have engaged in unfair or deceptive acts or practices in violation of O.C.G.A. § 10-1-390 *et seq.*, Georgia's Fair Business Practices Act ("FBPA").

I. Allegations

The Consumer Protection Division of the Attorney General's Office ("CPD") conducted an investigation into certain aspects of the Company's business practices. As a result of the investigation, the Attorney General has reason to believe that the Company and its Qualifying Broker, while engaging in the business of managing condominium associations formed pursuant

to O.C.G.A. § 44-3-70 et seq., the Georgia Condominium Act, and property owners' associations formed pursuant to O.C.G.A. § 44-3-220 et seq., the Georgia Property Owners' Association Act, may have engaged in the following acts and/or practices that violate the FBPA:

- A. Failed to offer and/or furnish a statement of all sums lawfully assessed by an association against any owner and/or the owners' Property and that constitutes a lien in favor of the association on the owner's Property that will be past due and unpaid together with late charges and interest applicable thereto as of the expiration of five business days from the receipt of a request for such information pursuant to the Georgia Condominium Act and the Georgia Property Owners' Act, to owners, mortgagees of properties, persons having executed a contract for the purchase of a condominium unit or lot, and/or lenders considering the loan of funds to be secured by condominium units or lots, including their attorneys, in exchange for a total fee not exceeding \$10.00. This practice violates O.C.G.A. § 10-1-393(a), the FBPA's general prohibition against unfair acts or practices.
- B. Charged illegal and/or unauthorized fees in conjunction with furnishing a statement of all sums lawfully assessed by an association against any owner and/or the owners' Property and that constitutes a lien in favor of the association on the owner's Property that will be past due and unpaid together with late charges and interest applicable thereto as of the expiration of five business days from the receipt of a request for such information pursuant to the Georgia Condominium Act and/or the Georgia Property Owners' Act. This practice violates O.C.G.A. § 10-1-393(a), the FBPA's general prohibition against unfair acts or practices.

II. Compliance

The Company and its Qualifying Broker deny any wrongdoing and the parties agree that nothing herein constitutes an admission of wrong doing. However, in an effort to be responsive to the Attorney General's concerns, to ensure the Company's compliance with the FBPA and other laws and resolve this matter without litigation, the Company and its Qualifying Broker agree to enter into this Letter of Understanding.

- A. The following words and phrases for purposes of this Letter of Understanding shall mean as follows:

1. The term "Letter" means this Letter of Understanding.
 2. The term "GCA" means the Georgia Condominium Act as set forth in O.C.G.A. § 44-3-70 *et seq.*
 3. The term "GPOA" means the Georgia Property Owners' Association Act as set forth in O.C.G.A. § 44-3-220 *et seq.*
 4. The term "Transaction" means both a sale transaction and loan refinance transaction.
 5. The term "Property" is limited to condominium units and residential property lots, including all improvements thereon, that are subject to the provisions of the GCA or the GPOA. The term Property does not include real property that is not subject to the GCA or the GPOA.
 6. The term "Purchaser" means a person that has executed a contract for the purchase of property.
 7. The phrase "Owner Assessment Information" means a statement provided under O.C.G.A. § 44-3-109 or § 44-3-232 of all sums lawfully assessed by an association against any owner and/or the owners' Property and that constitutes a lien in favor of the association on the owner's Property that will be past due and unpaid together with late charges and interest applicable thereto as of the expiration of five business days from the receipt of a request for such information. Owner Assessment Information does not include amounts that may be assessed more than five business days from the receipt of the request for Owner Assessment Information, and/or amounts and/or fees that may be charged to a Purchaser.
 8. The phrase "Third-Party Servicing Agent" means any person or business that receives, processes, and/or furnishes Owner Assessment Information on behalf of the Company.
- B. The Company and its Qualifying Broker shall make every reasonable effort to comply with the FBPA, O.C.G.A. § 10-1-393 *et seq.* and shall comply with the following:
1. The Company shall offer and/or furnish Owner Assessment Information, whether directly or through a Third-Party Servicing Agent, to owners, mortgagees, purchasers, lenders and their attorneys.
 2. The Company shall not, whether directly and/or indirectly or jointly with any Third-Party Servicing Agent, charge a total fee in excess of \$10.00 in exchange for furnishing Owner Assessment Information to owners, mortgagees, purchasers, lenders and their attorneys. The Company may only

charge such a fee as a prerequisite to the issuance of Owner Assessment Information if association instruments so provide.

3. The Company shall offer and furnish Owner Assessment Information separate from other information offered by the Company to and/or requested by an owner, mortgagee, purchaser, lender or their attorneys, but shall be permitted to offer for sale to owners, mortgagees, purchasers, lenders and their attorneys such other information in addition to Owner Assessment Information at additional cost.
4. The Company shall not, whether directly and/or indirectly or jointly with any Third-Party Servicing Agent, label or describe Owner Assessment Information in any manner that may cause confusion as to whether the Owner Assessment Information may be used for purposes of a Transaction.
5. The Company shall not charge any transfer fees that are prohibited under O.C.G.A. § 44-14-15.
6. The Company shall not charge any fees not authorized in association instruments or other governing documents in conjunction with furnishing Owner Assessment Information in response to a request made for such information under O.C.G.A. § 44-3-109 or -232.
7. The Company shall implement all requirements set forth in paragraphs 1. through 6. above no later than October 18, 2019.
8. The Company shall provide CPD with documentation showing that the Company has implemented the requirements set forth in paragraphs 1. through 6. above no later than November 4, 2019.
9. The Company shall provide a copy of this Letter to all persons that act as a qualifying broker for the Company.
10. The Company shall provide a copy of this Letter to all Third-Party Servicing Agents used by the Company to offer and/or furnish owner payoff information.

III. Resolution

In exchange for the Company's and Qualifying Broker's agreement to comply with each and all of the undertakings set out in Section II. above, and to operate in full compliance with Georgia law, the Attorney General will not institute any formal legal proceedings in connection

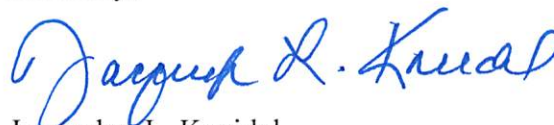
with the matters addressed herein that occurred prior to the execution of this Letter. Notwithstanding anything contained herein to the contrary, upon breach of any of the provisions of this Letter by the Company, its Qualifying Broker, and/or any person or entity acting in concert therewith or on behalf of the Company, the Attorney General reserves the right to initiate formal legal action against the Company, its Qualifying Broker, and/or any person or entity acting in concert therewith or on behalf of the Company concerning the subject matter of this Letter. By agreeing to the terms of this Letter, the Attorney General is not waiving any rights or remedies available to him under the FBPA or any other applicable state or federal laws in the event of the Company's and/or Qualifying Broker's failure to comply with this Letter

While the Company and Qualifying Broker deny any wrongdoing and being in violation of any of the law of this state, the Company's and Qualifying Broker's signatures on this Letter signify that the Company and its Qualifying Broker do hereby assure the Attorney General that the alleged acts and practices referenced herein will cease, and that neither the Company, Qualifying Broker, nor anyone acting for or on the Company's behalf shall be permitted to engage in such practices in the future. Nothing contained in this Letter shall be construed as an admission or concession of liability by the Company and its Qualifying Broker, or create any third-party beneficiary rights or give rise to or support any right of action in favor of any consumer or group of consumers, or confer upon any person other than the parties hereto any rights or remedies. This Letter is not intended to be and shall not be construed as, deemed to be, represented as, or relied upon in any manner by any party in any civil, criminal, or administrative proceeding before any court, administrative agency, arbitration, or other tribunal as an

admission, concession, or evidence that the Company has violated any federal, state, or local law.

This Letter, when signed, will bind the Company, its Qualifying Broker, and the Company's successors and assigns that have notice of this Letter's terms and provisions. The Company agrees to give written notice of this Letter's terms and provisions to the Company's successors and/or assigns. This Letter if acceptable to the Company and its Qualifying Broker, must be signed no later than October 3, 2019 and if signed by this date, the Letter will be effective as of the date the Letter is signed by both the Company and its Qualifying Broker.

Sincerely,




Jacquelyn L. Kneidel
Assistant Attorney General

The foregoing Letter of Understanding is proposed, consented and agreed to by:

Sworn to and subscribed before me this 2 day of October, 2019, ACCESS MANAGEMENT GROUP, L.P.



NOTARY PUBLIC
My commission expires: 7/24/23



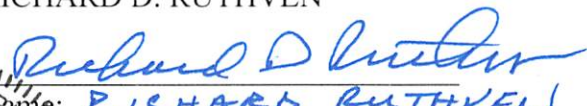
Name: Sean Ruthven
Title: CEO
Date: 10/2/19

Sworn to and subscribed before me this 2 day of October, 2019,

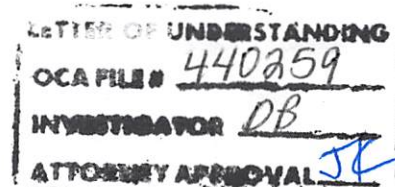
RICHARD D. RUTHVEN



NOTARY PUBLIC
My commission expires: 7/24/23



Name: RICHARD RUTHVEN
Date: 10/2/19





GEORGIA DEPARTMENT OF LAW
Consumer Protection Division

CHRISTOPHER M. CARR
ATTORNEY GENERAL

2 Martin Luther King, Jr. Drive SE
Suite 356
Atlanta, Georgia 30334

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(404) 656-3790

Writer's Direct Dial: 404-656-3959
Fax: 404-463-8212

September 26, 2019

FIRSTSERVICE RESIDENTIAL ATLANTA, INC.
f/d/b/a CONDOMINIUM CONCEPTS MANAGEMENT, INC.
1200 Lake Hearn Drive, Suite 275
Atlanta, Georgia 30319

MARK STOOPS
Qualifying Broker
Firstservice Residential Atlanta, Inc.
f/d/b/a Condominium Concepts Management, Inc.
1200 Lake Hearn Drive, Suite 275
Atlanta, Georgia 30319

Re: Letter of Understanding; Reference File Number 440253

Dear Firstservice Residential Atlanta, Inc. and Mark Stoops

Attorney General Christopher M. Carr ("Attorney General") alleges that Firstservice Residential Atlanta, Inc., f/d/b/a Condominium Concepts Management, Inc. (hereinafter "the Company") and Mark Stoops (hereinafter "Qualifying Broker") have engaged in unfair or deceptive acts or practices in violation of O.C.G.A. § 10-1-390 *et seq.*, Georgia's Fair Business Practices Act ("FBPA").

I. Allegations

The Consumer Protection Division of the Attorney General's Office ("CPD") conducted an investigation into certain aspects of the Company's business practices. As a result of the

investigation, the Attorney General has reason to believe that the Company and its Qualifying Broker, while engaging in the business of managing condominium associations formed pursuant to O.C.G.A. § 44-3-70 et seq., the Georgia Condominium Act, and property owners' associations formed pursuant to O.C.G.A. § 44-3-220 et seq., the Georgia Property Owners' Association Act, may have engaged in the following acts and/or practices that violate the FBPA:

- A. Failed to offer and/or furnish a statement of all sums lawfully assessed by an association against any owner and/or the owners' Property and that constitutes a lien in favor of the association on the owner's Property that will be past due and unpaid together with late charges and interest applicable thereto as of the expiration of five business days from the receipt of a request for such information pursuant to the Georgia Condominium Act and the Georgia Property Owners' Act, to owners, mortgagees of properties, persons having executed a contract for the purchase of a condominium unit or lot, and/or lenders considering the loan of funds to be secured by condominium units or lots, including their attorneys, in exchange for a total fee not exceeding \$10.00. This practice violates O.C.G.A. § 10-1-393(a), the FBPA's general prohibition against unfair acts or practices.
- B. Charged illegal and/or unauthorized fees in conjunction with furnishing a statement of all sums lawfully assessed by an association against any owner and/or the owners' Property and that constitutes a lien in favor of the association on the owner's Property that will be past due and unpaid together with late charges and interest applicable thereto as of the expiration of five business days from the receipt of a request for such information pursuant to the Georgia Condominium Act and/or the Georgia Property Owners' Act. This practice violates O.C.G.A. § 10-1-393(a), the FBPA's general prohibition against unfair acts or practices.

II. Compliance

The Company and its Qualifying Broker deny any wrongdoing and the parties agree that nothing herein constitutes an admission of wrong doing. However, in an effort to be responsive to the Attorney General's concerns, to ensure the Company's compliance with the FBPA and other laws and resolve this matter without litigation, the Company and its Qualifying Broker agree to enter into this Letter of Understanding.

- A. The following words and phrases for purposes of this Letter of Understanding shall mean as follows:
1. The term “Letter” means this Letter of Understanding.
 2. The term “GCA” means the Georgia Condominium Act as set forth in O.C.G.A. § 44-3-70 *et seq.*
 3. The term “GPOA” means the Georgia Property Owners’ Association Act as set forth in O.C.G.A. § 44-3-220 *et seq.*
 4. The term “Transaction” means both a sale transaction and loan refinance transaction.
 5. The term “Property” is limited to condominium units and residential property lots, including all improvements thereon, that are subject to the provisions of the GCA or the GPOA. The term Property does not include real property that is not subject to the GCA or the GPOA.
 6. The term “Purchaser” means a person that has executed a contract for the purchase of property.
 7. The phrase “Owner Assessment Information” means a statement provided under O.C.G.A. § 44-3-109 or § 44-3-232 of all sums lawfully assessed by an association against any owner and/or the owners’ Property and that constitutes a lien in favor of the association on the owner’s Property that will be past due and unpaid together with late charges and interest applicable thereto as of the expiration of five business days from the receipt of a request for such information. Owner Assessment Information does not include amounts that may be assessed more than five business days from the receipt of the request for Owner Assessment Information, and/or amounts and/or fees that may be charged to a Purchaser.
 8. The phrase “Third-Party Servicing Agent” means any person or business that receives, processes, and/or furnishes Owner Assessment Information on behalf of the Company.
- B. The Company and its Qualifying Broker shall make every reasonable effort to comply with the FBPA, O.C.G.A. § 10-1-393 *et seq.* and shall comply with the following:
1. The Company shall offer and/or furnish Owner Assessment Information, whether directly or through a Third-Party Servicing Agent, to owners, mortgagees, purchasers, lenders and their attorneys.

2. The Company shall not, whether directly and/or indirectly or jointly with any Third-Party Servicing Agent, charge a total fee in excess of \$10.00 in exchange for furnishing Owner Assessment Information to owners, mortgagees, purchasers, lenders and their attorneys. The Company may only charge such a fee as a prerequisite to the issuance of Owner Assessment Information if association instruments so provide.
3. The Company shall offer and furnish Owner Assessment Information separate from other information offered by the Company to and/or requested by an owner, mortgagee, purchaser, lender or their attorneys, but shall be permitted to offer for sale to owners, mortgagees, purchasers, lenders and their attorneys such other information in addition to Owner Assessment Information at additional cost.
4. The Company shall not, whether directly and/or indirectly or jointly with any Third-Party Servicing Agent, label or describe Owner Assessment Information in any manner that may cause confusion as to whether the Owner Assessment Information may be used for purposes of a Transaction.
5. The Company shall not charge any transfer fees that are prohibited under O.C.G.A. § 44-14-15.
6. The Company shall not charge any fees not authorized in association instruments or other governing documents in conjunction with furnishing Owner Assessment Information in response to a request made for such information under O.C.G.A. § 44-3-109 or -232.
7. The Company shall implement all requirements set forth in paragraphs 1. through 6. above no later than October 18, 2019.
8. The Company shall provide CPD with documentation showing that the Company has implemented the requirements set forth in paragraphs 1. through 6. above no later than November 4, 2019.
9. The Company shall provide a copy of this Letter to all persons that act as a qualifying broker for the Company.
10. The Company shall provide a copy of this Letter to all Third-Party Servicing Agents used by the Company to offer and/or furnish owner payoff information.

III. Resolution

In exchange for the Company's and Qualifying Broker's agreement to comply with each and all of the undertakings set out in Section II. above, and to operate in full compliance with Georgia law, the Attorney General will not institute any formal legal proceedings in connection with the matters addressed herein that occurred prior to the execution of this Letter. Notwithstanding anything contained herein to the contrary, upon breach of any of the provisions of this Letter by the Company, its Qualifying Broker, and/or any person or entity acting in concert therewith or on behalf of the Company, the Attorney General reserves the right to initiate formal legal action against the Company, its Qualifying Broker, and/or any person or entity acting in concert therewith or on behalf of the Company concerning the subject matter of this Letter. By agreeing to the terms of this Letter, the Attorney General is not waiving any rights or remedies available to him under the FBPA or any other applicable state or federal laws in the event of the Company's and/or Qualifying Broker's failure to comply with this Letter

While the Company and Qualifying Broker deny any wrongdoing and being in violation of any of the law of this state, the Company's and Qualifying Broker's signatures on this Letter signify that the Company and its Qualifying Broker do hereby assure the Attorney General that the alleged acts and practices referenced herein will cease, and that neither the Company, Qualifying Broker, nor anyone acting for or on the Company's behalf shall be permitted to engage in such practices in the future. Nothing contained in this Letter shall be construed as an admission or concession of liability by the Company and its Qualifying Broker, or create any third-party beneficiary rights or give rise to or support any right of action in favor of any consumer or group of consumers, or confer upon any person other than the parties hereto any

rights or remedies. This Letter is not intended to be and shall not be construed as, deemed to be, represented as, or relied upon in any manner by any party in any civil, criminal, or administrative proceeding before any court, administrative agency, arbitration, or other tribunal as an admission, concession, or evidence that the Company has violated any federal, state, or local law.

This Letter, when signed, will bind the Company, its Qualifying Broker, and the Company's successors and assigns that have notice of this Letter's terms and provisions. The Company agrees to give written notice of this Letter's terms and provisions to the Company's successors and/or assigns. This Letter if acceptable to the Company and its Qualifying Broker, must be signed no later than October 3, 2019 and if signed by this date, the Letter will be effective as of the date the Letter is signed by both the Company and its Qualifying Broker.

Sincerely,



Jacquelyn L. Kneidel
Assistant Attorney General

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

The foregoing Letter of Understanding is proposed, consented and agreed to by:

Sworn to and subscribed before me
this 3rd day of Oct., 2019.

Hildy J. Eby
NOTARY PUBLIC
My commission expires: 3/16/20

Sworn to and subscribed before me
this 2 day of October, 2019.

Pascale Kowalski
NOTARY PUBLIC
My commission expires: 5/19/20



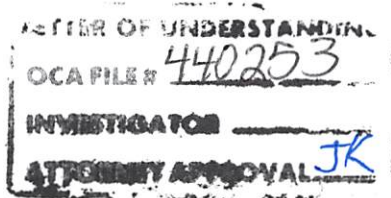
FIRSTSERVICE RESIDENTIAL
ATLANTA, INC.

David Drestel
Name: David Drestel
Title: President
Date: 10/3/19



MARK STOOPS

Mark Stoops
Name: mark stoops
Date: 10/2/19





GEORGIA DEPARTMENT OF LAW
Consumer Protection Division

CHRISTOPHER M. CARR
ATTORNEY GENERAL

2 Martin Luther King, Jr. Drive SE
Suite 356
Atlanta, Georgia 30334

www.law.ga.gov
(404) 656-3790

Writer's Direct Dial: 404-656-3959
Fax: 404-463-8212

September 24, 2019

EXCLUSIVE ASSOCIATION MANAGEMENT, INC.
3101 Towercreek Parkway, Suite 150
Atlanta, Georgia 30339

JULIE ANN STEPHENS
Qualifying Broker
Exclusive Association Management, Inc.
3101 Towercreek Parkway, Suite 150
Atlanta, Georgia 30339

Re: Letter of Understanding; Reference File Number 425435

Dear Exclusive Association Management, Inc. and Julie Ann Stephens

Attorney General Christopher M. Carr ("Attorney General") alleges that Exclusive Association Management, Inc. (hereinafter "the Company") and Julie Ann Stephens (hereinafter "Qualifying Broker") have engaged in unfair or deceptive acts or practices in violation of O.C.G.A. § 10-1-390 *et seq.*, Georgia's Fair Business Practices Act ("FBPA").

I. Allegations

The Consumer Protection Division of the Attorney General's Office ("CPD") conducted an investigation into certain aspects of the Company's business practices. As a result of the investigation, the Attorney General has reason to believe that the Company and its Qualifying Broker, while engaging in the business of managing condominium associations formed pursuant

to O.C.G.A. § 44-3-70 et seq., the Georgia Condominium Act, and property owners' associations formed pursuant to O.C.G.A. § 44-3-220 et seq., the Georgia Property Owners' Association Act, may have engaged in the following acts and/or practices that violate the FBPA:

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- B. The Company and its Qualifying Broker shall make every reasonable effort to comply with the FBPA, O.C.G.A. § 10-1-393 *et seq.* and shall comply with the following:
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7. The Company shall implement all requirements set forth in paragraphs 1. through 6. above no later than October 18, 2019.
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III. Resolution

In exchange for the Company's and Qualifying Broker's agreement to comply with each and all of the undertakings set out in Section II. above, and to operate in full compliance with Georgia law, the Attorney General will not institute any formal legal proceedings in connection

with the matters addressed herein that occurred prior to the execution of this Letter. Notwithstanding anything contained herein to the contrary, upon breach of any of the provisions of this Letter by the Company, its Qualifying Broker, and/or any person or entity acting in concert therewith or on behalf of the Company, the Attorney General reserves the right to initiate formal legal action against the Company, its Qualifying Broker, and/or any person or entity acting in concert therewith or on behalf of the Company concerning the subject matter of this Letter. By agreeing to the terms of this Letter, the Attorney General is not waiving any rights or remedies available to him under the FBPA or any other applicable state or federal laws in the event of the Company's and/or Qualifying Broker's failure to comply with this Letter

While the Company and Qualifying Broker deny any wrongdoing and being in violation of any of the law of this state, the Company's and Qualifying Broker's signatures on this Letter signify that the Company and its Qualifying Broker do hereby assure the Attorney General that the alleged acts and practices referenced herein will cease, and that neither the Company, Qualifying Broker, nor anyone acting for or on the Company's behalf shall be permitted to engage in such practices in the future. Nothing contained in this Letter shall be construed as an admission or concession of liability by the Company and its Qualifying Broker, or create any third-party beneficiary rights or give rise to or support any right of action in favor of any consumer or group of consumers, or confer upon any person other than the parties hereto any rights or remedies. This Letter is not intended to be and shall not be construed as, deemed to be, represented as, or relied upon in any manner by any party in any civil, criminal, or administrative proceeding before any court, administrative agency, arbitration, or other tribunal as an

admission, concession, or evidence that the Company has violated any federal, state, or local law.

This Letter, when signed, will bind the Company, its Qualifying Broker, and the Company's successors and assigns that have notice of this Letter's terms and provisions. The Company agrees to give written notice of this Letter's terms and provisions to the Company's successors and/or assigns. This Letter if acceptable to the Company and its Qualifying Broker, must be signed no later than October 1, 2019 and if signed by this date, the Letter will be effective as of the date the Letter is signed by both the Company and its Qualifying Broker.

Sincerely,

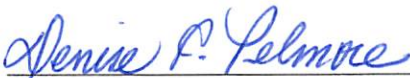


Jacquelyn L. Kneidel
Assistant Attorney General

The foregoing Letter of Understanding is proposed, consented and agreed to by:

Sworn to and subscribed before me

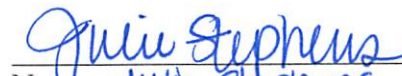
this 27 day of September, 2019.



NOTARY PUBLIC

My commission expires: March 7, 2020

EXCLUSIVE ASSOCIATION
MANAGEMENT, INC.



Name: Julie Stephens

Title: Qualifying Broker

Date: Sept 27, 2019

Sworn to and subscribed before me

this 27 day of September, 2019.



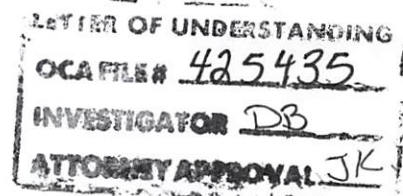
NOTARY PUBLIC

My commission expires: March 7, 2020

~~DANFIELDS~~ Julie Stephens



Name: Julie Stephens
Date: Sept 27, 2019





GEORGIA DEPARTMENT OF LAW
Consumer Protection Division

CHRISTOPHER M. CARR
ATTORNEY GENERAL

2 Martin Luther King, Jr. Drive SE
Suite 356
Atlanta, Georgia 30334

www.law.ga.gov
(404) 656-3790

Writer's Direct Dial: 404-656-3959
Fax: 404-463-8212

September 24, 2019

FIELDSTONE REALTY PARTNERS, LLC
2675 Paces Ferry Road, Suite 125
Atlanta, Georgia 30339

DAN FIELDS
Qualifying Broker
Fieldstone Realty Partners, LLC
2675 Paces Ferry Road, Suite 125
Atlanta, Georgia 30339

Re: Letter of Understanding; Reference File Number 425310

Dear Fieldstone Realty Partners, LLC and Dan Fields

Attorney General Christopher M. Carr ("Attorney General") alleges that Fieldstone Realty Partners, LLC (hereinafter "the Company") and Dan Fields (hereinafter "Qualifying Broker") have engaged in unfair or deceptive acts or practices in violation of O.C.G.A. § 10-1-390 *et seq.*, Georgia's Fair Business Practices Act ("FBPA").

I. Allegations

The Consumer Protection Division of the Attorney General's Office ("CPD") conducted an investigation into certain aspects of the Company's business practices. As a result of the investigation, the Attorney General has reason to believe that the Company and its Qualifying Broker, while engaging in the business of managing condominium associations formed pursuant

to O.C.G.A. § 44-3-70 et seq., the Georgia Condominium Act, and property owners' associations formed pursuant to O.C.G.A. § 44-3-220 et seq., the Georgia Property Owners' Association Act, may have engaged in the following acts and/or practices that violate the FBPA:

- A. Failed to offer and/or furnish a statement of all sums lawfully assessed by an association against any owner and/or the owners' Property and that constitutes a lien in favor of the association on the owner's Property that will be past due and unpaid together with late charges and interest applicable thereto as of the expiration of five business days from the receipt of a request for such information pursuant to the Georgia Condominium Act and the Georgia Property Owners' Act, to owners, mortgagees of properties, persons having executed a contract for the purchase of a condominium unit or lot, and/or lenders considering the loan of funds to be secured by condominium units or lots, including their attorneys, in exchange for a total fee not exceeding \$10.00. This practice violates O.C.G.A. § 10-1-393(a), the FBPA's general prohibition against unfair acts or practices.
- B. Charged illegal and/or unauthorized fees in conjunction with furnishing a statement of all sums lawfully assessed by an association against any owner and/or the owners' Property and that constitutes a lien in favor of the association on the owner's Property that will be past due and unpaid together with late charges and interest applicable thereto as of the expiration of five business days from the receipt of a request for such information pursuant to the Georgia Condominium Act and/or the Georgia Property Owners' Act. This practice violates O.C.G.A. § 10-1-393(a), the FBPA's general prohibition against unfair acts or practices.

II. Compliance

The Company and its Qualifying Broker deny any wrongdoing and the parties agree that nothing herein constitutes an admission of wrong doing. However, in an effort to be responsive to the Attorney General's concerns, to ensure the Company's compliance with the FBPA and other laws and resolve this matter without litigation, the Company and its Qualifying Broker agree to enter into this Letter of Understanding.

- A. The following words and phrases for purposes of this Letter of Understanding shall mean as follows:

1. The term "Letter" means this Letter of Understanding.
 2. The term "GCA" means the Georgia Condominium Act as set forth in O.C.G.A. § 44-3-70 *et seq.*
 3. The term "GPOA" means the Georgia Property Owners' Association Act as set forth in O.C.G.A. § 44-3-220 *et seq.*
 4. The term "Transaction" means both a sale transaction and loan refinance transaction.
 5. The term "Property" is limited to condominium units and residential property lots, including all improvements thereon, that are subject to the provisions of the GCA or the GPOA. The term Property does not include real property that is not subject to the GCA or the GPOA.
 6. The term "Purchaser" means a person that has executed a contract for the purchase of property.
 7. The phrase "Owner Assessment Information" means a statement provided under O.C.G.A. § 44-3-109 or § 44-3-232 of all sums lawfully assessed by an association against any owner and/or the owners' Property and that constitutes a lien in favor of the association on the owner's Property that will be past due and unpaid together with late charges and interest applicable thereto as of the expiration of five business days from the receipt of a request for such information. Owner Assessment Information does not include amounts that may be assessed more than five business days from the receipt of the request for Owner Assessment Information, and/or amounts and/or fees that may be charged to a Purchaser.
 8. The phrase "Third-Party Servicing Agent" means any person or business that receives, processes, and/or furnishes Owner Assessment Information on behalf of the Company.
- B. The Company and its Qualifying Broker shall make every reasonable effort to comply with the FBPA, O.C.G.A. § 10-1-393 *et seq.* and shall comply with the following:
1. The Company shall offer and/or furnish Owner Assessment Information, whether directly or through a Third-Party Servicing Agent, to owners, mortgagees, purchasers, lenders and their attorneys.
 2. The Company shall not, whether directly and/or indirectly or jointly with any Third-Party Servicing Agent, charge a total fee in excess of \$10.00 in exchange for furnishing Owner Assessment Information to owners, mortgagees, purchasers, lenders and their attorneys. The Company may only

charge such a fee as a prerequisite to the issuance of Owner Assessment Information if association instruments so provide.

3. The Company shall offer and furnish Owner Assessment Information separate from other information offered by the Company to and/or requested by an owner, mortgagee, purchaser, lender or their attorneys, but shall be permitted to offer for sale to owners, mortgagees, purchasers, lenders and their attorneys such other information in addition to Owner Assessment Information at additional cost.
4. The Company shall not, whether directly and/or indirectly or jointly with any Third-Party Servicing Agent, label or describe Owner Assessment Information in any manner that may cause confusion as to whether the Owner Assessment Information may be used for purposes of a Transaction.
5. The Company shall not charge any transfer fees that are prohibited under O.C.G.A. § 44-14-15.
6. The Company shall not charge any fees not authorized in association instruments or other governing documents in conjunction with furnishing Owner Assessment Information in response to a request made for such information under O.C.G.A. § 44-3-109 or -232.
7. The Company shall implement all requirements set forth in paragraphs 1. through 6. above no later than October 18, 2019.
8. The Company shall provide CPD with documentation showing that the Company has implemented the requirements set forth in paragraphs 1. through 6. above no later than November 4, 2019.
9. The Company shall provide a copy of this Letter to all persons that act as a qualifying broker for the Company.
10. The Company shall provide a copy of this Letter to all Third-Party Servicing Agents used by the Company to offer and/or furnish owner payoff information.

III. Resolution

In exchange for the Company's and Qualifying Broker's agreement to comply with each and all of the undertakings set out in Section II. above, and to operate in full compliance with Georgia law, the Attorney General will not institute any formal legal proceedings in connection

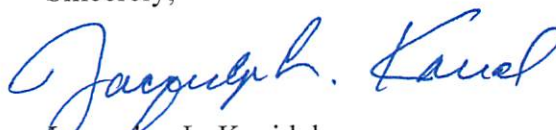
with the matters addressed herein that occurred prior to the execution of this Letter. Notwithstanding anything contained herein to the contrary, upon breach of any of the provisions of this Letter by the Company, its Qualifying Broker, and/or any person or entity acting in concert therewith or on behalf of the Company, the Attorney General reserves the right to initiate formal legal action against the Company, its Qualifying Broker, and/or any person or entity acting in concert therewith or on behalf of the Company concerning the subject matter of this Letter. By agreeing to the terms of this Letter, the Attorney General is not waiving any rights or remedies available to him under the FBPA or any other applicable state or federal laws in the event of the Company's and/or Qualifying Broker's failure to comply with this Letter

While the Company and Qualifying Broker deny any wrongdoing and being in violation of any of the law of this state, the Company's and Qualifying Broker's signatures on this Letter signify that the Company and its Qualifying Broker do hereby assure the Attorney General that the alleged acts and practices referenced herein will cease, and that neither the Company, Qualifying Broker, nor anyone acting for or on the Company's behalf shall be permitted to engage in such practices in the future. Nothing contained in this Letter shall be construed as an admission or concession of liability by the Company and its Qualifying Broker, or create any third-party beneficiary rights or give rise to or support any right of action in favor of any consumer or group of consumers, or confer upon any person other than the parties hereto any rights or remedies. This Letter is not intended to be and shall not be construed as, deemed to be, represented as, or relied upon in any manner by any party in any civil, criminal, or administrative proceeding before any court, administrative agency, arbitration, or other tribunal as an

admission, concession, or evidence that the Company has violated any federal, state, or local law.

This Letter, when signed, will bind the Company, its Qualifying Broker, and the Company's successors and assigns that have notice of this Letter's terms and provisions. The Company agrees to give written notice of this Letter's terms and provisions to the Company's successors and/or assigns. This Letter if acceptable to the Company and its Qualifying Broker, must be signed no later than October 1, 2019 and if signed by this date, the Letter will be effective as of the date the Letter is signed by both the Company and its Qualifying Broker.

Sincerely,

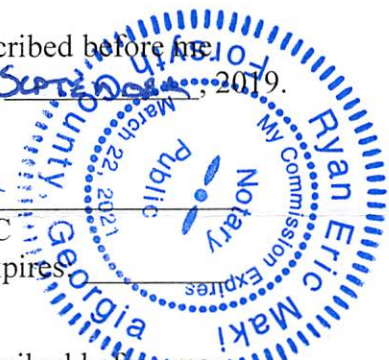


Jacquelyn L. Kneidel
Assistant Attorney General

The foregoing Letter of Understanding is proposed, consented and agreed to by:

Sworn to and subscribed before me
this 27 day of SEPTEMBER, 2019.


NOTARY PUBLIC
My commission expires:

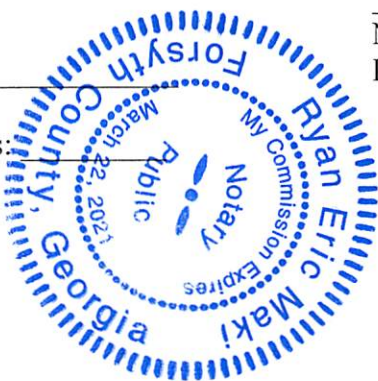


FIELDSTONE REALTY PARTNERS, LLC

Dan Fields
Name: President Dan Fields
Title:
Date: 9/27/2019


Sworn to and subscribed before me
this 27 day of SEPTEMBER, 2019.


NOTARY PUBLIC
My commission expires:



DAN FIELDS

Dan Fields
Name: DAN FIELDS
Date: 9/27/2019

LETTER OF UNDERSTANDING
OCA FILE # 425310
INVESTIGATOR DB
ATTORNEY APPROVAL 



GEORGIA DEPARTMENT OF LAW
Consumer Protection Division

CHRISTOPHER M. CARR
ATTORNEY GENERAL

2 Martin Luther King, Jr. Drive SE
Suite 356
Atlanta, Georgia 30334

www.law.ga.gov
(404) 656-3790

Writer's Direct Dial: 404-656-3959
Fax: 404-463-8212

September 4, 2019

HOMEOWNERS ADVANTAGE, LLC
817 West Peachtree Street, Suite 310
Atlanta, Georgia 30308

ELLIOTT M. PENSO
Qualifying Broker
Homeowners Advantage, LLC
817 West Peachtree Street, Suite 310
Atlanta, Georgia 30308

Re: Letter of Understanding; Reference File Number 440262

Dear Homeowners Advantage, LLC and Elliott M. Penso:

Attorney General Christopher M. Carr ("Attorney General") alleges that Homeowners Advantage, LLC (hereinafter "the Company") and Elliott M. Penso (hereinafter "Qualifying Broker") have engaged in unfair or deceptive acts or practices in violation of O.C.G.A. § 10-1-390 *et seq.*, Georgia's Fair Business Practices Act ("FBPA").

I. Allegations

The Consumer Protection Division of the Attorney General's Office ("CPD") conducted an investigation into certain aspects of the Company's business practices. As a result of the investigation, the Attorney General has reason to believe that the Company and its Qualifying Broker, while engaging in the business of managing condominium associations formed pursuant

to O.C.G.A. § 44-3-70 et seq., the Georgia Condominium Act (“GCA”) and property owners’ associations formed pursuant to O.C.G.A. § 44-3-220 et seq., the Georgia Property Owners’ Association Act (“GPOA”), engaged in the following acts and/or practices that violate the FBPA:

- A. Failed to offer and/or furnish information as to amounts that may be assessed against an owner and that will be a lien in favor of an association on the owner’s condominium unit or lot as of the date of a transaction pursuant to the GCA and GPOA, to owners, mortgagees of properties, persons having executed a contract for the purchase of a condominium unit or lot, and/or lenders considering the loan of funds to be secured by condominium units or lots, including their attorneys, in exchange for a total fee not exceeding \$10.00. This practice violates O.C.G.A. § 10-1-393(a), the FBPA’s general prohibition against unfair acts or practices.
- B. Charged illegal and/or unauthorized fees in conjunction with furnishing information as to amounts that may be assessed against an owner and that will be a lien in favor of an association on the owner’s condominium unit or lot as of the date of a transaction pursuant to the GCA and/or GPOA. This practice violates O.C.G.A. § 10-1-393(a), the FBPA’s general prohibition against unfair acts or practices.

II. Compliance

The Company and its Qualifying Broker deny any wrongdoing and the parties agree that nothing herein constitutes an admission of wrong doing. However, in an effort to be responsive to the Attorney General’s concerns, to ensure the Company’s future compliance with the FBPA and other laws and resolve this matter without litigation, the Company and its Qualifying Broker agree to enter into this Letter of Understanding.

- A. The following words and phrases for purposes of this Letter of Understanding shall mean as follows:
 - 1. The term “Letter” means this Letter of Understanding.
 - 2. The term “transaction” means both a sale transaction and loan refinance transaction.

3. The term “property” means both a condominium unit and/or a residential property lot including all improvements thereon that is subject to the provisions of the GCA and GPOA.
 4. The term “purchaser” means a person that has executed a contract for the purchase of property.
 5. The phrase “owner payoff information” means amounts that may be assessed against an owner and that will be a lien in favor of an association on the owner’s property and that will be due and payable together with late charges and interest applicable thereto at the expiration of five business days from the receipt of a request for such information for use in a transaction pursuant to the GCA and GPOA.
 6. The phrase “third-party servicing agent” means any person or business that receives, processes, and/or furnishes owner payoff information on behalf of the Company.
- B. The Company and its Qualifying Broker shall make every reasonable effort to comply with the FBPA, O.C.G.A. § 10-1-393 *et seq.* and shall comply with the following:
1. The Company shall offer and/or furnish owner payoff information, whether directly or through a third-party servicing agent, to owners, mortgagees, purchasers, lenders and their attorneys.
 2. The Company shall not, whether directly and/or indirectly or jointly with any third-party servicing agent, charge a total fee in excess of \$10.00 in exchange for furnishing owner payoff information to owners, mortgagees, purchasers, lenders and their attorneys. The Company may only charge such a fee for owner payoff information if association instruments authorize the fee.
 3. The Company shall offer and furnish owner payoff information separate from other information offered by the Company to and/or requested by an owner, mortgagee, purchaser, lender or their attorneys.
 4. The Company shall not, whether directly and/or indirectly or jointly with any third-party servicing agent, label or describe owner payoff information in any manner that may cause confusion as to whether the owner payoff information may be used for purposes of a transaction.
 5. The Company shall not charge any transfer fees that are prohibited under O.C.G.A. § 44-14-15 and/or other fees not authorized in association instruments or other governing documents in conjunction with furnishing owner payoff information.

6. The Company shall implement all requirements set forth in paragraphs 1. through 5. above no later than October 18, 2019.
7. The Company shall provide CPD with documentation showing that the Company has implemented the requirements set forth in paragraphs 1. through 5. above no later than November 2, 2019.
8. The Company shall provide a copy of this Letter to all persons that act as a qualifying broker for the Company.
9. The Company shall provide a copy of this Letter to all third-party servicing agents used by the Company to offer and/or furnish owner payoff information.

III. Resolution

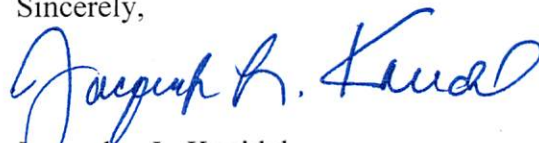
In exchange for the Company's and Qualifying Broker's agreement to comply with each and all of the undertakings set out in Section II. Above, and to operate in full compliance with Georgia law, the Attorney General will not institute any formal legal proceedings in connection with the matters addressed herein that occurred prior to the execution of this Letter. Notwithstanding anything contained herein to the contrary, upon breach of any of the provisions of this Letter by the Company, its Qualifying Broker, and/or any person or entity acting in concert therewith or on behalf of the Company, the Attorney General reserves the right to initiate formal legal action against the Company, its Qualifying Broker, and/or any person or entity acting in concert therewith or on behalf of the Company concerning the subject matter of this Letter. By agreeing to the terms of this Letter, the Attorney General is not waiving any rights or remedies available to him under the FBPA or any other applicable state or federal laws in the event of the Company's and/or Qualifying Broker's failure to comply with this Letter

The Company's and Qualifying Broker's signatures on this Letter signify that the Company and its Qualifying Broker do hereby assure the Attorney General that the alleged acts

anyone acting for or on the Company's behalf shall be permitted to engage in such practices in the future. This Letter, when signed, will bind the Company, its Qualifying Broker, and the Company's successors and assigns that have notice of this Letter's terms and provisions. The Company agrees to give written notice of this Letter's terms and provisions to the Company's successors and/or assigns.

This Letter if acceptable to the Company and its Qualifying Broker, must be signed no later than September 18, 2019 and if signed by this date, the Letter will be effective as of the date the Letter is signed by both the Company and its Qualifying Broker.

Sincerely,



Jacquelyn L. Kneidel
Assistant Attorney General

The foregoing Letter of Understanding is proposed, consented and agreed to by:

Sworn to and subscribed before me
this 12 day of September, 2019.

Robinette Sanford

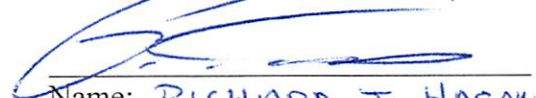
Notary Public

Clayton County, Georgia

NOTARY PUBLIC

My commission expires: 8-21-2020

HOMEOWNERS ADVANTAGE, LLC



Name: RICHARD J. HAGAU

Title: CEO

Date: 09-12-2019

Sworn to and subscribed before me
this 10 day of September, 2019.

Robinette Sanford

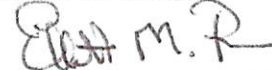
Notary Public

Clayton County, Georgia

NOTARY PUBLIC

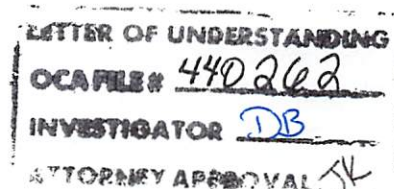
My commission expires: 8-21-2020

Elliott M. Penso



Name:

Date: 9-12-2019





GEORGIA DEPARTMENT OF LAW
Consumer Protection Division

CHRISTOPHER M. CARR
ATTORNEY GENERAL

2 Martin Luther King, Jr. Drive SE
Suite 356
Atlanta, Georgia 30334

www.law.ga.gov
(404) 656-3790

Writer's Direct Dial: 404-656-3959
Fax: 404-463-8212

September 26, 2019

HERITAGE PROPERTY MANAGEMENT SERVICES, INC.
500 Sugar Mill Road, Suite 200B
Atlanta, Georgia 30350

GAVIN A. COBB
Qualifying Broker
Heritage Property Management Services, Inc.
500 Sugar Mill Road, Suite 200B
Atlanta, Georgia 30350

Re: Letter of Understanding; Reference File Number 440257

Dear Heritage Property Management Services, Inc. and Gavin A. Cobb

Attorney General Christopher M. Carr ("Attorney General") alleges that Heritage Property Management Services, Inc., (hereinafter "the Company") and Gavin A. Cobb (hereinafter "Qualifying Broker") have engaged in unfair or deceptive acts or practices in violation of O.C.G.A. § 10-1-390 *et seq.*, Georgia's Fair Business Practices Act ("FBPA").

I. Allegations

The Consumer Protection Division of the Attorney General's Office ("CPD") conducted an investigation into certain aspects of the Company's business practices. As a result of the investigation, the Attorney General has reason to believe that the Company and its Qualifying Broker, while engaging in the business of managing condominium associations formed pursuant

to O.C.G.A. § 44-3-70 et seq., the Georgia Condominium Act, and property owners' associations formed pursuant to O.C.G.A. § 44-3-220 et seq., the Georgia Property Owners' Association Act, may have engaged in the following acts and/or practices that violate the FBPA:

- A. Failed to offer and/or furnish a statement of all sums lawfully assessed by an association against any owner and/or the owners' Property and that constitutes a lien in favor of the association on the owner's Property that will be past due and unpaid together with late charges and interest applicable thereto as of the expiration of five business days from the receipt of a request for such information pursuant to the Georgia Condominium Act and the Georgia Property Owners' Act, to owners, mortgagees of properties, persons having executed a contract for the purchase of a condominium unit or lot, and/or lenders considering the loan of funds to be secured by condominium units or lots, including their attorneys, in exchange for a total fee not exceeding \$10.00. This practice violates O.C.G.A. § 10-1-393(a), the FBPA's general prohibition against unfair acts or practices.
- B. Charged illegal and/or unauthorized fees in conjunction with furnishing a statement of all sums lawfully assessed by an association against any owner and/or the owners' Property and that constitutes a lien in favor of the association on the owner's Property that will be past due and unpaid together with late charges and interest applicable thereto as of the expiration of five business days from the receipt of a request for such information pursuant to the Georgia Condominium Act and/or the Georgia Property Owners' Act. This practice violates O.C.G.A. § 10-1-393(a), the FBPA's general prohibition against unfair acts or practices.

II. Compliance

The Company and its Qualifying Broker deny any wrongdoing and the parties agree that nothing herein constitutes an admission of wrong doing. However, in an effort to be responsive to the Attorney General's concerns, to ensure the Company's compliance with the FBPA and other laws and resolve this matter without litigation, the Company and its Qualifying Broker agree to enter into this Letter of Understanding.

- A. The following words and phrases for purposes of this Letter of Understanding shall mean as follows:

1. The term "Letter" means this Letter of Understanding.
 2. The term "GCA" means the Georgia Condominium Act as set forth in O.C.G.A. § 44-3-70 *et seq.*
 3. The term "GPOA" means the Georgia Property Owners' Association Act as set forth in O.C.G.A. § 44-3-220 *et seq.*
 4. The term "Transaction" means both a sale transaction and loan refinance transaction.
 5. The term "Property" is limited to condominium units and residential property lots, including all improvements thereon, that are subject to the provisions of the GCA or the GPOA. The term Property does not include real property that is not subject to the GCA or the GPOA.
 6. The term "Purchaser" means a person that has executed a contract for the purchase of property.
 7. The phrase "Owner Assessment Information" means a statement provided under O.C.G.A. § 44-3-109 or § 44-3-232 of all sums lawfully assessed by an association against any owner and/or the owners' Property and that constitutes a lien in favor of the association on the owner's Property that will be past due and unpaid together with late charges and interest applicable thereto as of the expiration of five business days from the receipt of a request for such information. Owner Assessment Information does not include amounts that may be assessed more than five business days from the receipt of the request for Owner Assessment Information, and/or amounts and/or fees that may be charged to a Purchaser.
 8. The phrase "Third-Party Servicing Agent" means any person or business that receives, processes, and/or furnishes Owner Assessment Information on behalf of the Company.
- B. The Company and its Qualifying Broker shall make every reasonable effort to comply with the FBPA, O.C.G.A. § 10-1-393 *et seq.* and shall comply with the following:
1. The Company shall offer and/or furnish Owner Assessment Information, whether directly or through a Third-Party Servicing Agent, to owners, mortgagees, purchasers, lenders and their attorneys.
 2. The Company shall not, whether directly and/or indirectly or jointly with any Third-Party Servicing Agent, charge a total fee in excess of \$10.00 in exchange for furnishing Owner Assessment Information to owners, mortgagees, purchasers, lenders and their attorneys. The Company may only

charge such a fee as a prerequisite to the issuance of Owner Assessment Information if association instruments so provide.

3. The Company shall offer and furnish Owner Assessment Information separate from other information offered by the Company to and/or requested by an owner, mortgagee, purchaser, lender or their attorneys, but shall be permitted to offer for sale to owners, mortgagees, purchasers, lenders and their attorneys such other information in addition to Owner Assessment Information at additional cost.
4. The Company shall not, whether directly and/or indirectly or jointly with any Third-Party Servicing Agent, label or describe Owner Assessment Information in any manner that may cause confusion as to whether the Owner Assessment Information may be used for purposes of a Transaction.
5. The Company shall not charge any transfer fees that are prohibited under O.C.G.A. § 44-14-15.
6. The Company shall not charge any fees not authorized in association instruments or other governing documents in conjunction with furnishing Owner Assessment Information in response to a request made for such information under O.C.G.A. § 44-3-109 or -232.
7. The Company shall implement all requirements set forth in paragraphs 1. through 6. above no later than October 18, 2019.
8. The Company shall provide CPD with documentation showing that the Company has implemented the requirements set forth in paragraphs 1. through 6. above no later than November 4, 2019.
9. The Company shall provide a copy of this Letter to all persons that act as a qualifying broker for the Company.
10. The Company shall provide a copy of this Letter to all Third-Party Servicing Agents used by the Company to offer and/or furnish owner payoff information.

III. Resolution

In exchange for the Company's and Qualifying Broker's agreement to comply with each and all of the undertakings set out in Section II. above, and to operate in full compliance with Georgia law, the Attorney General will not institute any formal legal proceedings in connection

with the matters addressed herein that occurred prior to the execution of this Letter. Notwithstanding anything contained herein to the contrary, upon breach of any of the provisions of this Letter by the Company, its Qualifying Broker, and/or any person or entity acting in concert therewith or on behalf of the Company, the Attorney General reserves the right to initiate formal legal action against the Company, its Qualifying Broker, and/or any person or entity acting in concert therewith or on behalf of the Company concerning the subject matter of this Letter. By agreeing to the terms of this Letter, the Attorney General is not waiving any rights or remedies available to him under the FBPA or any other applicable state or federal laws in the event of the Company's and/or Qualifying Broker's failure to comply with this Letter

While the Company and Qualifying Broker deny any wrongdoing and being in violation of any of the law of this state, the Company's and Qualifying Broker's signatures on this Letter signify that the Company and its Qualifying Broker do hereby assure the Attorney General that the alleged acts and practices referenced herein will cease, and that neither the Company, Qualifying Broker, nor anyone acting for or on the Company's behalf shall be permitted to engage in such practices in the future. Nothing contained in this Letter shall be construed as an admission or concession of liability by the Company and its Qualifying Broker, or create any third-party beneficiary rights or give rise to or support any right of action in favor of any consumer or group of consumers, or confer upon any person other than the parties hereto any rights or remedies. This Letter is not intended to be and shall not be construed as, deemed to be, represented as, or relied upon in any manner by any party in any civil, criminal, or administrative proceeding before any court, administrative agency, arbitration, or other tribunal as an

admission, concession, or evidence that the Company has violated any federal, state, or local law.

This Letter, when signed, will bind the Company, its Qualifying Broker, and the Company's successors and assigns that have notice of this Letter's terms and provisions. The Company agrees to give written notice of this Letter's terms and provisions to the Company's successors and/or assigns. This Letter if acceptable to the Company and its Qualifying Broker, must be signed no later than October 3, 2019 and if signed by this date, the Letter will be effective as of the date the Letter is signed by both the Company and its Qualifying Broker.

Sincerely,

Jacquelyn L. Kneidel
Assistant Attorney General

The foregoing Letter of Understanding is proposed, consented and agreed to by:

Sworn to and subscribed before me
this 2 day of Oct, 2019.



NOTARY PUBLIC
My commission expires: 9/29/20



Sworn to and subscribed before me
this 2 day of Oct, 2019.




NOTARY PUBLIC
My commission expires: 9/29/20



HERITAGE PROPERTY MANAGEMENT SERVICES, INC.


Name: Gavin A. Cobb
Title: President
Date: 10/2/19

GAVIN A. COBB


Name: Gavin A. Cobb
Date: 10/2/19

LETTER OF UNDERSTANDING
OCA FILE # 440257
INVESTIGATOR
ATTORNEY APPROVAL JK



GEORGIA DEPARTMENT OF LAW
Consumer Protection Division

CHRISTOPHER M. CARR
ATTORNEY GENERAL

2 Martin Luther King, Jr. Drive SE
Suite 356
Atlanta, Georgia 30334

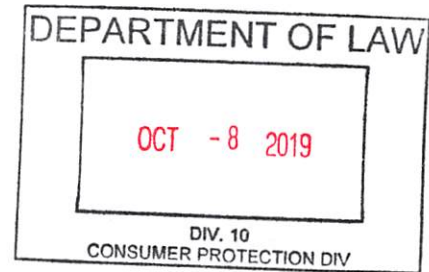
www.law.ga.gov
(404) 656-3790

Writer's Direct Dial: 404-656-3959
Fax: 404-463-8212

September 24, 2019

MONTAGE REALTY GROUP, LLC
1005 Alderman Drive, Suite 201
Alpharetta, Georgia 30005

AMANDA TELESKO
Qualifying Broker
Montage Realty Group, LLC
1005 Alderman Drive, Suite 201
Alpharetta, Georgia 30005



Re: Letter of Understanding; Reference File Number 440272

Dear Montage Realty Group, LLC and Amanda Telesco

Attorney General Christopher M. Carr (“Attorney General”) alleges that Montage Realty Group, LLC (hereinafter “the Company”) and Amanda Telesco (hereinafter “Qualifying Broker”) have engaged in unfair or deceptive acts or practices in violation of O.C.G.A. § 10-1-390 *et seq.*, Georgia’s Fair Business Practices Act (“FBPA”).

I. Allegations

The Consumer Protection Division of the Attorney General’s Office (“CPD”) conducted an investigation into certain aspects of the Company’s business practices. As a result of the investigation, the Attorney General has reason to believe that the Company and its Qualifying Broker, while engaging in the business of managing condominium associations formed pursuant

to O.C.G.A. § 44-3-70 et seq., the Georgia Condominium Act, and property owners' associations formed pursuant to O.C.G.A. § 44-3-220 et seq., the Georgia Property Owners' Association Act, may have engaged in the following acts and/or practices that violate the FBPA:

- A. Failed to offer and/or furnish a statement of all sums lawfully assessed by an association against any owner and/or the owners' Property and that constitutes a lien in favor of the association on the owner's Property that will be past due and unpaid together with late charges and interest applicable thereto as of the expiration of five business days from the receipt of a request for such information pursuant to the Georgia Condominium Act and the Georgia Property Owners' Act, to owners, mortgagees of properties, persons having executed a contract for the purchase of a condominium unit or lot, and/or lenders considering the loan of funds to be secured by condominium units or lots, including their attorneys, in exchange for a total fee not exceeding \$10.00. This practice violates O.C.G.A. § 10-1-393(a), the FBPA's general prohibition against unfair acts or practices.
- B. Charged illegal and/or unauthorized fees in conjunction with furnishing a statement of all sums lawfully assessed by an association against any owner and/or the owners' Property and that constitutes a lien in favor of the association on the owner's Property that will be past due and unpaid together with late charges and interest applicable thereto as of the expiration of five business days from the receipt of a request for such information pursuant to the Georgia Condominium Act and/or the Georgia Property Owners' Act. This practice violates O.C.G.A. § 10-1-393(a), the FBPA's general prohibition against unfair acts or practices.

II. Compliance

The Company and its Qualifying Broker deny any wrongdoing and the parties agree that nothing herein constitutes an admission of wrong doing. However, in an effort to be responsive to the Attorney General's concerns, to ensure the Company's compliance with the FBPA and other laws and resolve this matter without litigation, the Company and its Qualifying Broker agree to enter into this Letter of Understanding.

- A. The following words and phrases for purposes of this Letter of Understanding shall mean as follows:

1. The term "Letter" means this Letter of Understanding.
 2. The term "GCA" means the Georgia Condominium Act as set forth in O.C.G.A. § 44-3-70 *et seq.*
 3. The term "GPOA" means the Georgia Property Owners' Association Act as set forth in O.C.G.A. § 44-3-220 *et seq.*
 4. The term "Transaction" means both a sale transaction and loan refinance transaction.
 5. The term "Property" is limited to condominium units and residential property lots, including all improvements thereon, that are subject to the provisions of the GCA or the GPOA. The term Property does not include real property that is not subject to the GCA or the GPOA.
 6. The term "Purchaser" means a person that has executed a contract for the purchase of property.
 7. The phrase "Owner Assessment Information" means a statement provided under O.C.G.A. § 44-3-109 or § 44-3-232 of all sums lawfully assessed by an association against any owner and/or the owners' Property and that constitutes a lien in favor of the association on the owner's Property that will be past due and unpaid together with late charges and interest applicable thereto as of the expiration of five business days from the receipt of a request for such information. Owner Assessment Information does not include amounts that may be assessed more than five business days from the receipt of the request for Owner Assessment Information, and/or amounts and/or fees that may be charged to a Purchaser.
 8. The phrase "Third-Party Servicing Agent" means any person or business that receives, processes, and/or furnishes Owner Assessment Information on behalf of the Company.
- B. The Company and its Qualifying Broker shall make every reasonable effort to comply with the FBPA, O.C.G.A. § 10-1-393 *et seq.* and shall comply with the following:
1. The Company shall offer and/or furnish Owner Assessment Information, whether directly or through a Third-Party Servicing Agent, to owners, mortgagees, purchasers, lenders and their attorneys.
 2. The Company shall not, whether directly and/or indirectly or jointly with any Third-Party Servicing Agent, charge a total fee in excess of \$10.00 in exchange for furnishing Owner Assessment Information to owners, mortgagees, purchasers, lenders and their attorneys. The Company may only

charge such a fee as a prerequisite to the issuance of Owner Assessment Information if association instruments so provide.

3. The Company shall offer and furnish Owner Assessment Information separate from other information offered by the Company to and/or requested by an owner, mortgagee, purchaser, lender or their attorneys, but shall be permitted to offer for sale to owners, mortgagees, purchasers, lenders and their attorneys such other information in addition to Owner Assessment Information at additional cost.
4. The Company shall not, whether directly and/or indirectly or jointly with any Third-Party Servicing Agent, label or describe Owner Assessment Information in any manner that may cause confusion as to whether the Owner Assessment Information may be used for purposes of a Transaction.
5. The Company shall not charge any transfer fees that are prohibited under O.C.G.A. § 44-14-15.
6. The Company shall not charge any fees not authorized in association instruments or other governing documents in conjunction with furnishing Owner Assessment Information in response to a request made for such information under O.C.G.A. § 44-3-109 or -232.
7. The Company shall implement all requirements set forth in paragraphs 1. through 6. above no later than October 18, 2019.
8. The Company shall provide CPD with documentation showing that the Company has implemented the requirements set forth in paragraphs 1. through 6. above no later than November 4, 2019.
9. The Company shall provide a copy of this Letter to all persons that act as a qualifying broker for the Company.
10. The Company shall provide a copy of this Letter to all Third-Party Servicing Agents used by the Company to offer and/or furnish owner payoff information.

III. Resolution

In exchange for the Company's and Qualifying Broker's agreement to comply with each and all of the undertakings set out in Section II. above, and to operate in full compliance with Georgia law, the Attorney General will not institute any formal legal proceedings in connection

with the matters addressed herein that occurred prior to the execution of this Letter. Notwithstanding anything contained herein to the contrary, upon breach of any of the provisions of this Letter by the Company, its Qualifying Broker, and/or any person or entity acting in concert therewith or on behalf of the Company, the Attorney General reserves the right to initiate formal legal action against the Company, its Qualifying Broker, and/or any person or entity acting in concert therewith or on behalf of the Company concerning the subject matter of this Letter. By agreeing to the terms of this Letter, the Attorney General is not waiving any rights or remedies available to him under the FBPA or any other applicable state or federal laws in the event of the Company's and/or Qualifying Broker's failure to comply with this Letter

While the Company and Qualifying Broker deny any wrongdoing and being in violation of any of the law of this state, the Company's and Qualifying Broker's signatures on this Letter signify that the Company and its Qualifying Broker do hereby assure the Attorney General that the alleged acts and practices referenced herein will cease, and that neither the Company, Qualifying Broker, nor anyone acting for or on the Company's behalf shall be permitted to engage in such practices in the future. Nothing contained in this Letter shall be construed as an admission or concession of liability by the Company and its Qualifying Broker, or create any third-party beneficiary rights or give rise to or support any right of action in favor of any consumer or group of consumers, or confer upon any person other than the parties hereto any rights or remedies. This Letter is not intended to be and shall not be construed as, deemed to be, represented as, or relied upon in any manner by any party in any civil, criminal, or administrative proceeding before any court, administrative agency, arbitration, or other tribunal as an

admission, concession, or evidence that the Company has violated any federal, state, or local law.

This Letter, when signed, will bind the Company, its Qualifying Broker, and the Company's successors and assigns that have notice of this Letter's terms and provisions. The Company agrees to give written notice of this Letter's terms and provisions to the Company's successors and/or assigns. This Letter if acceptable to the Company and its Qualifying Broker, must be signed no later than October 1, 2019 and if signed by this date, the Letter will be effective as of the date the Letter is signed by both the Company and its Qualifying Broker.

Sincerely,

Jacquelyn L. Kneidel
Assistant Attorney General

The foregoing Letter of Understanding is proposed, consented and agreed to by:

Sworn to and subscribed before me
this 1 day of October, 2019.

NOTARY PUBLIC
My commission expires: April 02, 2022

MONTAGE REALTY GROUP, LLC

Name: Amanda Telesco
Title: VP
Date: 10/1/2019

Sworn to and subscribed before me
this 1st day of October 2019.

NOTARY PUBLIC
My commission expires: April 02, 2022

AMANDA TELESKO

Name: Amanda Telesco
Date: 10/1/2019



GEORGIA DEPARTMENT OF LAW
Consumer Protection Division

CHRISTOPHER M. CARR
ATTORNEY GENERAL

2 Martin Luther King, Jr. Drive SE
Suite 356
Atlanta, Georgia 30334

www.law.ga.gov
(404) 656-3790

Writer's Direct Dial: 404-656-3959
Fax: 404-463-8212

September 4, 2019

RIVERSIDE PROPERTY MANAGEMENT, INC.
P.O. Box 2484
Kennesaw, Georgia 30144

VINCE DOLAN
Qualifying Broker
Riverside Property Management, Inc.
P.O. Box 2484
Kennesaw, Georgia 30144

Re: Letter of Understanding; Reference File Number 440291

Dear Riverside Property Management, Inc. and Vince Dolan:

Attorney General Christopher M. Carr ("Attorney General") alleges that Riverside Property Management, Inc. (hereinafter "the Company") and Vince Dolan (hereinafter "Qualifying Broker") have engaged in unfair or deceptive acts or practices in violation of O.C.G.A. § 10-1-390 *et seq.*, Georgia's Fair Business Practices Act ("FBPA").

I. Allegations

The Consumer Protection Division of the Attorney General's Office ("CPD") conducted an investigation into certain aspects of the Company's business practices. As a result of the investigation, the Attorney General has reason to believe that the Company and its Qualifying Broker, while engaging in the business of managing condominium associations formed pursuant

to O.C.G.A. § 44-3-70 *et seq.*, the Georgia Condominium Act (“GCA”) and property owners’ associations formed pursuant to O.C.G.A. § 44-3-220 *et seq.*, the Georgia Property Owners’ Association Act (“GPOA”), engaged in the following acts and/or practices that violate the FBPA:

- A. Failed to offer and/or furnish information as to amounts that may be assessed against an owner and that will be a lien in favor of an association on the owner’s condominium unit or lot as of the date of a transaction pursuant to the GCA and GPOA, to owners, mortgagees of properties, persons having executed a contract for the purchase of a condominium unit or lot, and/or lenders considering the loan of funds to be secured by condominium units or lots, including their attorneys, in exchange for a total fee not exceeding \$10.00. This practice violates O.C.G.A. § 10-1-393(a), the FBPA’s general prohibition against unfair acts or practices.
- B. Charged illegal and/or unauthorized fees in conjunction with furnishing information as to amounts that may be assessed against an owner and that will be a lien in favor of an association on the owner’s condominium unit or lot as of the date of a transaction pursuant to the GCA and/or GPOA. This practice violates O.C.G.A. § 10-1-393(a), the FBPA’s general prohibition against unfair acts or practices.

II. Compliance

The Company and its Qualifying Broker deny any wrongdoing and the parties agree that nothing herein constitutes an admission of wrong doing. However, in an effort to be responsive to the Attorney General’s concerns, to ensure the Company’s future compliance with the FBPA and other laws and resolve this matter without litigation, the Company and its Qualifying Broker agree to enter into this Letter of Understanding.

- A. The following words and phrases for purposes of this Letter of Understanding shall mean as follows:
 - 1. The term “Letter” means this Letter of Understanding.
 - 2. The term “transaction” means both a sale transaction and loan refinance transaction.

3. The term “property” means both a condominium unit and/or a residential property lot including all improvements thereon that is subject to the provisions of the GCA and GPOA.
 4. The term “purchaser” means a person that has executed a contract for the purchase of property.
 5. The phrase “owner payoff information” means amounts that may be assessed against an owner and that will be a lien in favor of an association on the owner’s property and that will be due and payable together with late charges and interest applicable thereto at the expiration of five business days from the receipt of a request for such information for use in a transaction pursuant to the GCA and GPOA.
 6. The phrase “third-party servicing agent” means any person or business that receives, processes, and/or furnishes owner payoff information on behalf of the Company.
- B. The Company and its Qualifying Broker shall make every reasonable effort to comply with the FBPA, O.C.G.A. § 10-1-393 *et seq.* and shall comply with the following:
1. The Company shall offer and/or furnish owner payoff information, whether directly or through a third-party servicing agent, to owners, mortgagees, purchasers, lenders and their attorneys.
 2. The Company shall not, whether directly and/or indirectly or jointly with any third-party servicing agent, charge a total fee in excess of \$10.00 in exchange for furnishing owner payoff information to owners, mortgagees, purchasers, lenders and their attorneys. The Company may only charge such a fee for owner payoff information if association instruments authorize the fee.
 3. The Company shall offer and furnish owner payoff information separate from other information offered by the Company to and/or requested by an owner, mortgagee, purchaser, lender or their attorneys.
 4. The Company shall not, whether directly and/or indirectly or jointly with any third-party servicing agent, label or describe owner payoff information in any manner that may cause confusion as to whether the owner payoff information may be used for purposes of a transaction.
 5. The Company shall not charge any transfer fees that are prohibited under O.C.G.A. § 44-14-15 and/or other fees not authorized in association instruments or other governing documents in conjunction with furnishing owner payoff information.

6. The Company shall implement all requirements set forth in paragraphs 1. through 5. above no later than October 12, 2019.
7. The Company shall provide CPD with documentation showing that the Company has implemented the requirements set forth in paragraphs 1. through 5. above no later than October 27, 2019.
8. The Company shall provide a copy of this Letter to all persons that act as a qualifying broker for the Company.
9. The Company shall provide a copy of this Letter to all third-party servicing agents used by the Company to offer and/or furnish owner payoff information.

III. Resolution

In exchange for the Company's and Qualifying Broker's agreement to comply with each and all of the undertakings set out in Section II. Above, and to operate in full compliance with Georgia law, the Attorney General will not institute any formal legal proceedings in connection with the matters addressed herein that occurred prior to the execution of this Letter. Notwithstanding anything contained herein to the contrary, upon breach of any of the provisions of this Letter by the Company, its Qualifying Broker, and/or any person or entity acting in concert therewith or on behalf of the Company, the Attorney General reserves the right to initiate formal legal action against the Company, its Qualifying Broker, and/or any person or entity acting in concert therewith or on behalf of the Company concerning the subject matter of this Letter. By agreeing to the terms of this Letter, the Attorney General is not waiving any rights or remedies available to him under the FBPA or any other applicable state or federal laws in the event of the Company's and/or Qualifying Broker's failure to comply with this Letter

The Company's and Qualifying Broker's signatures on this Letter signify that the Company and its Qualifying Broker do hereby assure the Attorney General that the alleged acts

and practices referenced herein will cease, and that neither the Company, Qualifying Broker, nor anyone acting for or on the Company's behalf shall be permitted to engage in such practices in the future. This Letter, when signed, will bind the Company, its Qualifying Broker, and the Company's successors and assigns that have notice of this Letter's terms and provisions. The Company agrees to give written notice of this Letter's terms and provisions to the Company's successors and/or assigns.

This Letter if acceptable to the Company and its Qualifying Broker, must be signed no later than September 12, 2019 and if signed by this date, the Letter will be effective as of the date the Letter is signed by both the Company and its Qualifying Broker.

Sincerely,


Jacquelyn L. Kneidel
Assistant Attorney General

The foregoing Letter of Understanding is proposed, consented and agreed to by:

Sworn to and subscribed before me
this 12th day of September, 2019.

Rachele E. McKenzie
NOTARY PUBLIC
My commission expires:



RIVERSIDE PROPERTY
MANAGEMENT, INC.

Diane Cherry
Name: Diane Cherry
Title: Officer
Date: 9-12-2019

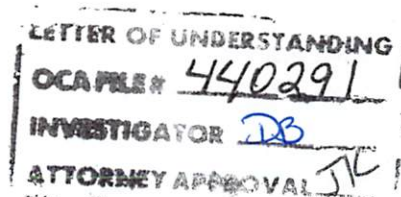
Sworn to and subscribed before me
this 12th day of September, 2019.

Rachele E. McKenzie
NOTARY PUBLIC
My commission expires:



VINCE DOLAN

Vince Dolan
Name: Vince Dolan
Date: 9/12/19





GEORGIA DEPARTMENT OF LAW
Consumer Protection Division

CHRISTOPHER M. CARR
ATTORNEY GENERAL

2 Martin Luther King, Jr. Drive SE
Suite 356
Atlanta, Georgia 30334

www.law.ga.gov
(404) 656-3790

Writer's Direct Dial: 404-656-3959
Fax: 404-463-8212

September 24, 2019

TEAM MANAGEMENT, LLC
1230 Johnson Ferry Place, Suite F10
Marietta, Georgia 30068

BILL WETTER
Qualifying Broker
Team Management, LLC
1230 Johnson Ferry Place, Suite F10
Marietta, Georgia 30068

Re: Letter of Understanding; Reference File Number 425368

Dear Team Management, LLC and Bill Wetter

Attorney General Christopher M. Carr ("Attorney General") alleges that Team Management, LLC (hereinafter "the Company") and Bill Wetter (hereinafter "Qualifying Broker") have engaged in unfair or deceptive acts or practices in violation of O.C.G.A. § 10-1-390 *et seq.*, Georgia's Fair Business Practices Act ("FBPA").

I. Allegations

The Consumer Protection Division of the Attorney General's Office ("CPD") conducted an investigation into certain aspects of the Company's business practices. As a result of the investigation, the Attorney General has reason to believe that the Company and its Qualifying Broker, while engaging in the business of managing condominium associations formed pursuant

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to O.C.G.A. § 44-3-70 et seq., the Georgia Condominium Act, and property owners' associations formed pursuant to O.C.G.A. § 44-3-220 et seq., the Georgia Property Owners' Association Act, may have engaged in the following acts and/or practices that violate the FBPA:


- A. Failed to offer and/or furnish a statement of all sums lawfully assessed by an association against any owner and/or the owners' Property and that constitutes a lien in favor of the association on the owner's Property that will be past due and unpaid together with late charges and interest applicable thereto as of the expiration of five business days from the receipt of a request for such information pursuant to the Georgia Condominium Act and the Georgia Property Owners' Act, to owners, mortgagees of properties, persons having executed a contract for the purchase of a condominium unit or lot, and/or lenders considering the loan of funds to be secured by condominium units or lots, including their attorneys, in exchange for a total fee not exceeding \$10.00. This practice violates O.C.G.A. § 10-1-393(a), the FBPA's general prohibition against unfair acts or practices.
- B. Charged illegal and/or unauthorized fees in conjunction with furnishing a statement of all sums lawfully assessed by an association against any owner and/or the owners' Property and that constitutes a lien in favor of the association on the owner's Property that will be past due and unpaid together with late charges and interest applicable thereto as of the expiration of five business days from the receipt of a request for such information pursuant to the Georgia Condominium Act and/or the Georgia Property Owners' Act. This practice violates O.C.G.A. § 10-1-393(a), the FBPA's general prohibition against unfair acts or practices.

II. Compliance

The Company and its Qualifying Broker deny any wrongdoing and the parties agree that nothing herein constitutes an admission of wrong doing. However, in an effort to be responsive to the Attorney General's concerns, to ensure the Company's compliance with the FBPA and other laws and resolve this matter without litigation, the Company and its Qualifying Broker agree to enter into this Letter of Understanding.

- A. The following words and phrases for purposes of this Letter of Understanding shall mean as follows:



1. The term "Letter" means this Letter of Understanding.
 2. The term "GCA" means the Georgia Condominium Act as set forth in O.C.G.A. § 44-3-70 *et seq.*
 3. The term "GPOA" means the Georgia Property Owners' Association Act as set forth in O.C.G.A. § 44-3-220 *et seq.*
 4. The term "Transaction" means both a sale transaction and loan refinance transaction.
 5. The term "Property" is limited to condominium units and residential property lots, including all improvements thereon, that are subject to the provisions of the GCA or the GPOA. The term Property does not include real property that is not subject to the GCA or the GPOA.
 6. The term "Purchaser" means a person that has executed a contract for the purchase of property.
 7. The phrase "Owner Assessment Information" means a statement provided under O.C.G.A. § 44-3-109 or § 44-3-232 of all sums lawfully assessed by an association against any owner and/or the owners' Property and that constitutes a lien in favor of the association on the owner's Property that will be past due and unpaid together with late charges and interest applicable thereto as of the expiration of five business days from the receipt of a request for such information. Owner Assessment Information does not include amounts that may be assessed more than five business days from the receipt of the request for Owner Assessment Information, and/or amounts and/or fees that may be charged to a Purchaser.
 8. The phrase "Third-Party Servicing Agent" means any person or business that receives, processes, and/or furnishes Owner Assessment Information on behalf of the Company.
- B. The Company and its Qualifying Broker shall make every reasonable effort to comply with the FBPA, O.C.G.A. § 10-1-393 *et seq.* and shall comply with the following:
1. The Company shall offer and/or furnish Owner Assessment Information, whether directly or through a Third-Party Servicing Agent, to owners, mortgagees, purchasers, lenders and their attorneys.
 2. The Company shall not, whether directly and/or indirectly or jointly with any Third-Party Servicing Agent, charge a total fee in excess of \$10.00 in exchange for furnishing Owner Assessment Information to owners, mortgagees, purchasers, lenders and their attorneys. The Company may only
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charge such a fee as a prerequisite to the issuance of Owner Assessment Information if association instruments so provide.

3. The Company shall offer and furnish Owner Assessment Information separate from other information offered by the Company to and/or requested by an owner, mortgagee, purchaser, lender or their attorneys, but shall be permitted to offer for sale to owners, mortgagees, purchasers, lenders and their attorneys such other information in addition to Owner Assessment Information at additional cost.
4. The Company shall not, whether directly and/or indirectly or jointly with any Third-Party Servicing Agent, label or describe Owner Assessment Information in any manner that may cause confusion as to whether the Owner Assessment Information may be used for purposes of a Transaction.
5. The Company shall not charge any transfer fees that are prohibited under O.C.G.A. § 44-14-15.
6. The Company shall not charge any fees not authorized in association instruments or other governing documents in conjunction with furnishing Owner Assessment Information in response to a request made for such information under O.C.G.A. § 44-3-109 or -232.
7. The Company shall implement all requirements set forth in paragraphs 1. through 6. above no later than October 18, 2019.
8. The Company shall provide CPD with documentation showing that the Company has implemented the requirements set forth in paragraphs 1. through 6. above no later than November 4, 2019.
9. The Company shall provide a copy of this Letter to all persons that act as a qualifying broker for the Company.
10. The Company shall provide a copy of this Letter to all Third-Party Servicing Agents used by the Company to offer and/or furnish owner payoff information.

III. Resolution

In exchange for the Company's and Qualifying Broker's agreement to comply with each and all of the undertakings set out in Section II. above, and to operate in full compliance with Georgia law, the Attorney General will not institute any formal legal proceedings in connection

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with the matters addressed herein that occurred prior to the execution of this Letter. Notwithstanding anything contained herein to the contrary, upon breach of any of the provisions of this Letter by the Company, its Qualifying Broker, and/or any person or entity acting in concert therewith or on behalf of the Company, the Attorney General reserves the right to initiate formal legal action against the Company, its Qualifying Broker, and/or any person or entity acting in concert therewith or on behalf of the Company concerning the subject matter of this Letter. By agreeing to the terms of this Letter, the Attorney General is not waiving any rights or remedies available to him under the FBPA or any other applicable state or federal laws in the event of the Company's and/or Qualifying Broker's failure to comply with this Letter

While the Company and Qualifying Broker deny any wrongdoing and being in violation of any of the law of this state, the Company's and Qualifying Broker's signatures on this Letter signify that the Company and its Qualifying Broker do hereby assure the Attorney General that the alleged acts and practices referenced herein will cease, and that neither the Company, Qualifying Broker, nor anyone acting for or on the Company's behalf shall be permitted to engage in such practices in the future. Nothing contained in this Letter shall be construed as an admission or concession of liability by the Company and its Qualifying Broker, or create any third-party beneficiary rights or give rise to or support any right of action in favor of any consumer or group of consumers, or confer upon any person other than the parties hereto any rights or remedies. This Letter is not intended to be and shall not be construed as, deemed to be, represented as, or relied upon in any manner by any party in any civil, criminal, or administrative proceeding before any court, administrative agency, arbitration, or other tribunal as an

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admission, concession, or evidence that the Company has violated any federal, state, or local law.

This Letter, when signed, will bind the Company, its Qualifying Broker, and the Company's successors and assigns that have notice of this Letter's terms and provisions. The Company agrees to give written notice of this Letter's terms and provisions to the Company's successors and/or assigns. This Letter if acceptable to the Company and its Qualifying Broker, must be signed no later than October 1, 2019 and if signed by this date, the Letter will be effective as of the date the Letter is signed by both the Company and its Qualifying Broker.

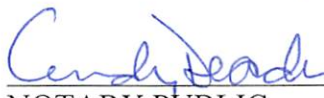
Sincerely,



Jacquelyn L. Kneidel
Assistant Attorney General

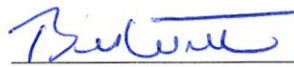
The foregoing Letter of Understanding is proposed, consented and agreed to by:

Sworn to and subscribed before me
this 30th day of September, 2019.



NOTARY PUBLIC
My commission expires: 9-20-22

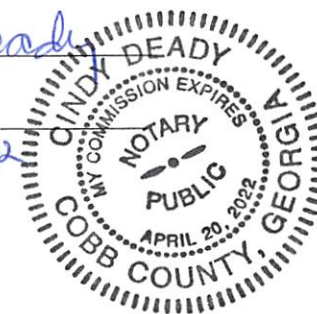


TEAM MANAGEMENT, LLC

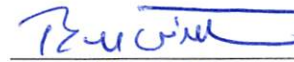

Name: Bill Wetter
Title: CEO
Date: 9-30-19

Sworn to and subscribed before me
this 30th day of September, 2019.


NOTARY PUBLIC
My commission expires: 9-20-22



BILL WETTER


Name: Bill Wetter
Date: 9-30-19

