State Court of Fulton County
E-FILED
25EV005712
5/29/2025 2:55 PM
Donald Talley, Clerk
Civil Division

IN THE STATE COURT OF FULTON COUNTY

STATE OF GEORGIA

ROSWELL TOWNESHIP HOMEOWNERS ASSOCIATION, INC.,	)	
Plaintiff,	)	Civil Action File No.
v.	)	
OLUMUYIWA TAYO,	)	
Defendant.	)	

COMPLAINT

This is an action for money owed pursuant to an obligation created by a recorded Declaration of Covenants, Restrictions and Easements for Roswell Towneship, recorded in Deed Book 55987, Page 680, *et seq.* in the Fulton County, Georgia land records, (hereinafter as may be amended from time to time referred to as the "Declaration").

1. Defendant, Olumuyiwa Tayo, is the owner of a residence and resides at 4008 Vickery Glen, Roswell, GA 30075 and is subject to the jurisdiction of this Court.

2. Defendant and Defendant's property are subject to all terms, conditions, and requirements of the Declaration.

3. Pursuant to the Declaration, Defendant is required to pay to Plaintiff assessments as Defendant's share of the common expenses for the management and maintenance of the common property of the development and the operation of the homeowners association.

4. The Declaration provides that such assessments, together with interest, late charges and costs of collection, including, without limitation, reasonable attorney's fees, shall be the personal obligation of the person owning property subject to the Declaration at the time such

assessment came due. See relevant portions of the Declaration attached hereto as Exhibit "A" and incorporated herein by reference.

5. Defendant has failed and refused to pay timely the lawful assessments and is now indebted to Plaintiff in the amount of $5,530.00 principal as shown on the account statement attached hereto as Exhibit "B" and incorporated herein by reference.

6. Plaintiff has advised Defendant, in writing, that in the event within thirty (30) days from receipt of notice claiming attorney's fees, Defendant does not pay to Plaintiff the sum owed, Plaintiff shall seek as a part of this suit, reasonable attorney's fees actually incurred. A copy of the notice sent is attached hereto as Exhibit "C" and incorporated herein by this reference.

WHEREFORE, Plaintiff demands judgment against Defendant in the amount of $5,530.00, late charges, interest at the rate of ten percent (10%) per annum, costs, and reasonable attorney's fees as provided for in the Declaration and O.C.G.A. Section 44-5-60.

This 29th day of May, 2025.

Respectfully submitted,

EMO'Connell

Erin Murray O'Connell
Georgia Bar No. 940712
Attorney for Plaintiff

DOROUGH & DOROUGH, LLC
160 Clairemont Avenue, Suite 650
Decatur, Georgia 30030
(404) 687-9977
emo@dorough.com

THIS COMMUNICATION IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Deed Book 55987 Pg 680
Filed and Recorded Mar-30-2016 02:27pm
2016-0148885
Cathelene Robinson
Clerk of Superior Court
Fulton County, Georgia

After Recording Return to:
Morris, Manning & Martin, L.L.P.
990 Hammond Drive
Suite 300
Atlanta, Georgia 30328

DECLARATION OF

COVENANTS, RESTRICTIONS AND EASEMENTS

FOR

ROSWELL TOWNSHIP

FULTON COUNTY, GEORGIA

PLAINTIFF'S
EXHIBIT
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A

(including, without limitation, any such individual who shall have been appointed by Declarant during the Declarant Control Period, as such term is defined in the Bylaws) shall be personally liable to any Owner of any Lot for any mistake of judgment or for any other act or omission of any nature whatsoever, except for any acts or omissions found by a court of competent jurisdiction to constitute gross negligence or fraud.

Section 6. Professional Management. The Association may, but shall not be obligated to, obtain and pay for the services of any Person or other entity to manage the affairs of the Association, or any part thereof, as the Board of Directors deems to be in the best interests of the Association.

ARTICLE VI.
ASSESSMENTS AND OTHER CHARGES

Section 1. Creation of Lien and Personal Obligation. Each Owner, by acceptance of a deed or other conveyance for a Lot, covenants and agrees to pay to the Association all assessments and charges which are levied by the Association against the Lot(s) owned by such person in accordance with the terms and provisions of this Declaration, the Bylaws, and any rules and regulations of the Board of the Directors promulgated hereunder.

All sums lawfully assessed by the Association against any Lot and the Owner thereof, together with interest thereon, late fees in the amount of 10% of the sums owed or $10.00, whichever is higher, and all costs of collection thereof, shall, from the time the sums become due and payable, be the personal obligation of the Owner, and the Owner's heirs, devisees, legal representatives, successors and assigns, of such Lot and constitute a continuing lien in favor of the Association on such Lot prior and superior to all other liens whatsoever except: (1) Liens for ad valorem taxes on the Lot; (2) The lien of any Mortgage covering the Lot and the lien of any Mortgage recorded prior to the recording of this Declaration; and (3) The lien of any secondary purchase money mortgage covering the Lot, provided that neither the grantee nor any successor grantee of such mortgage is the seller of the Lot. The covenant to pay assessments herein stated is and shall be a covenant running with the land.

Section 2. Purposes of Assessments and Charges. The assessments and charges levied by the Association pursuant to this Article shall be used to pay the costs and expenses which the Association shall incur in connection with the performance of its duties and responsibilities pursuant to this Declaration, the Articles of Incorporation and the Bylaws, and for such other purposes as the Board of Directors shall deem necessary or desirable to promote the health, safety and welfare of the Association and its Members. The costs and expenses collected on an annual basis are herein referred to as the "Annual Expenses."

Section 3. Determination of Annual Assessment and Shares Thereof. Prior to the commencement of each fiscal year of the Association or at any time it deems best (said fiscal year being specified in the Bylaws), the Board of Directors shall estimate the total amount of the Annual Expenses which are anticipated to be incurred by the Association during such fiscal year and shall determine the amount which will be deposited during such fiscal year into reserve funds maintained by the Association. The Board of Directors shall thereupon adopt a budget for the Association's expenditures and reserves based upon such estimate and providing for the total annual assessment to be levied against the Members of the Association for such fiscal year (the total assessment which shall be so determined and levied for any fiscal year is herein referred to as the "Annual Assessment"). The assessments provided for herein shall commence as to a Lot on the date that a Lot becomes an Improved Lot, with all Improved Lots being assessed equally, except as may be specifically set forth otherwise herein. No Annual Assessment shall be assessed against any Lot owned by Declarant, Developer or a Primary Builder or against any Lot while it is being used as a Model Home, unless required as a matter of law or by separate agreement with Declarant, Developer or a Primary Builder. The Board of Directors shall send a copy of the budget so adopted by it, together with a written notice of the amount of the Annual Assessment so determined for such fiscal year and the amount of such Annual Assessment which shall be levied against each Lot, to the Owner of every Lot. The amount of such Annual Assessment which shall be levied against each Lot shall be due and payable to the Association in such installments as the Board of Directors shall determine and shall be paid to the Association when due without further notice.

Section 4. Special Assessments. If for any reason, including non-payment of any assessments to the Association by the persons liable therefor, the budget adopted by the Board of Directors for any fiscal year shall prove to be inadequate to defray the Annual Expenses for such fiscal year, or if the Board of Directors shall determine that it is in the best interests of the Association to levy a special assessment to pay the costs of any capital improvements or capital repairs, the Board of Directors shall have the authority to levy a special assessment against the Lots and the Owners thereof to raise such needed funds. Any special assessment levied by the Board of Directors pursuant to the provisions of this section shall be payable at such times and such installments as the Board of Directors shall determine. Each Improved Lot shall be liable for the payment of an equal share of every special assessment which shall be levied by the Association pursuant to the provisions of this section; provided that in no event shall Declarant or Primary Builder be obligated to pay any special assessment.

Section 5. Specific Assessments. The Board of Directors may levy specific assessments against individual Owners (i) for the purpose of paying for the costs of any construction, reconstruction, repair or replacement of any damaged component of the Common Areas, or of any monument, landscaping, detention pond, amenity or other thing maintained by the Association, which is occasioned by the act(s) of individual Owner(s) and not the result of ordinary wear and tear, (ii) for the payment of fines, penalties or other charges imposed against an individual Owner relative to such Owner's failure to comply with the terms and provisions of this Declaration, the Bylaws, or any rules or regulations promulgated hereunder; or (iii) for any common expenses, other than expenses for the maintenance of the Common Areas, which benefit less than all of the Lots or which significantly disproportionately benefit all Lots (which expenses may be specially assessed equitably among all of the Lots benefited according to the benefit received); provided that in no event shall Declarant or Primary Builder be obligated to pay any specific assessment, nor shall a specific assessment be assessed against any Lot while it is being used as a Model Home. Failure of the Board of Directors to exercise its authority under this section shall not be grounds for any action against the Association or the Board of Directors and shall not constitute a waiver of the Board of Directors' right to exercise its authority under this section in the future with respect to any expenses.

Upon the establishment of a specific assessment under this section, the Board of Directors shall send written notice of the amount and due date of such specific assessment to the affected Owner(s) at least thirty (30) days prior to the date such specific assessment is due.

Section 6. Neighborhood Assessments. The Board of Directors may specifically assess Owners of Lots within a Neighborhood to fund the actual and estimated expenses incurred by the Association for the primary benefit of the Lots within such Neighborhood, including without limitation maintenance required to be performed by the Association with respect to the Lots within such Neighborhood and a reserve fund for the repair and replacement of the capital items to be maintained. Neighborhood expenses shall be allocated equally among all Lots within the Neighborhood benefited thereby and levied as a Neighborhood Assessment; provided that in no event shall Declarant or Primary Builder be obligated to pay any Neighborhood Assessment.

The Board of Directors shall send a copy of the budget so adopted by it, together with a written notice of the amount of the Neighborhood Assessment so determined for such fiscal year and the amount of such Neighborhood Assessment which shall be levied against each Lot, to the Owner of every affected Lot prior to the commencement of the fiscal year during which such Neighborhood Assessment is to be paid. The amount of such Neighborhood Assessment which shall be levied against each Lot shall be due and payable to the Association in such installments as the Board of Directors shall determine and shall be paid to the Association when due without further notice.

Section 7. Suspension of Services and Utilities Provided by Association. In the event any assessment, fine or other charge, or any portion or installment thereof, is delinquent for ninety (90) days or more, in addition to all other rights provided in this Declaration, the Association shall have the right, upon ten (10) days written notice, or in accordance with the suspension standards and notice requirements imposed on the institutional providers providing such services to the Property, if any, to suspend any utility or service, the cost of which is paid for by the Association as a common expense, which shall include, without limitation, water service provided to a Lot, until such time as the delinquent assessments and all costs permitted under this Section, including, without limitation, reasonable attorneys' fees actually incurred and any reasonable utility provider charges or other reasonable costs incurred in suspending and/or restoring such utility service or other services, are paid in full. Said utility services shall not be required to be restored until such delinquent assessments and costs, including, without limitation, any reasonable utility provider charges or other reasonable costs incurred in suspending and/or restoring such services, are paid in full. Any Owner whose utility or service has been suspended shall not be entitled to use any such utility or service paid for as a common expense from any source and any such unauthorized use shall be considered a theft of services under O.C.G.A. Section 16-8-5. All Association expenses for terminating and/or restoring any services pursuant to this Section, including reasonable attorneys' fees actually incurred, shall be a specific assessment and shall be collected as provided herein for the collection of assessments.

The notice requirement of this Section shall be deemed complied with if the notice is sent by certified mail, return receipt requested, to the address of the Lot and to any other address the Owner of the Lot has designated in writing to the Association. Enforcement under this Section is not dependent upon or related to other restrictions and/or other actions, except as provided herein.

Section 8. Special Assessment for Working Capital Reserve. Upon the first transfer of title to an Improved Lot (or, in the case of a Model Home, the thirtieth (30th) after the Lot ceases to be used as a Model Home) and upon each resale of an Improved Lot thereafter, there shall be levied against such Improved Lot and paid to the Association a special assessment as set from time to time by Declarant or the Board of Directors of the Association. Such amount shall not be less than 1/6 of the Annual Assessment or greater than the total amount of the Annual Assessment which shall have been levied against Improved Lots for the calendar year in which such transfer of title shall take place. Declarant (or Builder, if the Lot is owned by a Builder) shall endeavor to collect such special assessment at the closing of the initial purchase of the Improved Lot; however, the failure to collect such special assessment at that time shall not excuse the obligation to make such payment. Neither Declarant nor a Builder shall be liable for the payment of such special assessment.

Section 9. Effect of Non-Payment of Assessments, Charges or other Fees; Remedies of the Association.

(a) In the event that any Member of the Association shall fail to pay, within ten (10) days after the date the same is due and payable, any annual, special, specific or neighborhood assessment, or any installment of any such assessments which is payable by him to the Association, or any charges, fees or other such sums which may be due to the Association, the entire amount of such assessment or sum, including the portion thereof which would otherwise be payable in installments, may be declared by the Board of Directors to be immediately due and payable in full to the Association. All such amounts so declared by the Board of Directors to be due and payable in full to the Association shall be secured by the lien of the Association on every Lot owned by the delinquent Member, which lien shall bind such Lot or Lots in the hands of the then Owner, and his heirs, devisees, successors and assigns. The Association may, but shall not be obligated to, file a notice of lien in the land records of the county where the Lot is located. In addition to the lien rights, the personal obligation of the then Owner to pay such sums shall remain his personal obligation and shall also pass to his successors in title. Such Owner shall nevertheless remain as fully obligated as before to pay to the Association any and all amounts which said Owner was obligated to pay immediately preceding the transfer; and such Owner and such successors in title shall be jointly and severally liable with respect thereto, notwithstanding any agreement between such Owner and successors in title creating any indemnification of the Owner or any relationship of principal and surety as between themselves.

(b) All amounts which the Board of Directors shall declare to be due and payable pursuant to this section shall be subject to late fees in the amount of 10% of the sums owed or $10.00, whichever is higher, and shall bear interest from the date of delinquency at the lower of the rate of ten (10%) percent per annum or the highest rate permitted by law. The Association may bring legal action against the Member of the Association personally obligated to pay the same, or foreclose its lien upon the Lot or Lots of such Member, in either of which events such Member shall also be liable to the Association for all costs and all actual attorneys' fees which the Association shall incur in connection with the collection of such delinquent amounts and in accordance with O.C.G.A. 44-5-60.

Section 10. Budget Deficits during Declarant Control Period. Declarant may advance funds to the Association sufficient to satisfy the deficit, if any, in any fiscal year between the actual operating expenses of the Association (exclusive of any allocation for capital reserves) and the annual and special assessments for such fiscal year. Such advances shall be evidenced by promissory notes from the Association in favor of the Declarant and shall be paid back to Declarant if and to the extent that sufficient funds are generated by assessments in future years until such time as Declarant no longer has the authority to appoint the directors and officers of the Association.

Section 11. Failure to Assess. The failure of the Board of Directors to fix the assessment amounts, to deliver to each Owner an assessment notice, or to collect any sums due shall not be deemed a waiver, modification or release of any Owner of the obligation to pay assessments or any other sums due the Association. In the event of any assessments owed, each Owner shall continue to pay assessments on the same basis as for the last year for which an assessment was made until a new assessment is made, at which time any shortfalls in collections may be assessed retroactively by the Association.

ARTICLE VII.
ARCHITECTURAL CONTROL

Section 1. Architectural Approvals and Restrictions. No Exterior Structure or Improvement, as defined herein, shall be placed, constructed, erected, installed or made on any Lot unless such Exterior Structure or Improvement meets all zoning requirements and square footage and other requirements that may be set forth in the Plats and is in strict compliance with the provisions of this article.

Section 2. Architectural Control Committee. Responsibility for the review of all applications under this Article shall be handled by the Architectural Control Committee ("ACC"), the members of which need not be Members of the Association and may, but need not, include architects, landscape architects, engineers or similar professionals, whose compensation, if any, shall be established from time to time by the Association. The ACC may establish and charge reasonable fees for review of applications hereunder and may require such fees to be paid in full prior to review of any application. Such fees may include the reasonable costs incurred by the ACC in having any application reviewed by architects, engineers or other professionals.

The ACC shall have exclusive jurisdiction over all construction, alterations or additions on any portion of the Property and shall be the sole arbiter of applications and may withhold approval for any reason, including, without limitation, purely aesthetic considerations. The ACC shall have the right, but not the obligation, to promulgate written design guidelines and standards for the Property in order to provide guidance to Owners and Builders regarding the approval process, which guidelines and standards may be amended by the ACC at any time and from time to time. Compliance with such guidelines and standards shall not guarantee approval of any application.

Until the termination of the Development Period, Declarant retains the right to appoint all members of the ACC, who shall serve at the Declarant's discretion. There shall be no surrender of this right prior to that time except in a written instrument in recordable form executed by Declarant. Upon the expiration or surrender of such right, the Board of Directors shall appoint the members of the ACC, who shall thereafter serve and may be removed in the Board of Directors' discretion.

Section 3. Exterior Structure or Improvement. The term "Exterior Structure or Improvement" shall mean an exterior construction, alteration, addition or change of any nature whatsoever on a Lot [including but not limited to (i) a building, fence, wall, patio, dog house, playhouse, playground equipment, swimming pool, spa, Jacuzzi, or other structure, (ii) staking, clearing, excavation, grading, or filling of land, (iii) change in color, type or material of any existing improvement, (iv) planting or removal of landscaping materials (v) placement or installation of exterior lighting, statuary, flags, flagpoles, fountains and similar items, (vi) modification of the interior of a porch, deck, patio or similar portion of a structure which is visible from outside the Lot, or (vii) the addition of storm or screen doors or windows]. No Exterior Structure or Improvement shall be commenced, placed or maintained upon any Lot until complete and final plans and specifications setting forth the information hereinafter described shall have been submitted to and approved by the ACC as to the harmony of the exterior design and general quality with the existing standards of the improvements located on the other Lots, and as to location in relation to surrounding structures and topography.

Section 4. Approval Procedures. The plans and specifications which must be submitted to the ACC prior to the commencement of any such work upon any Lot, as hereinabove provided, shall contain at least the nature, kind, shape, height, materials, color, texture and location of such structure, alteration or landscaping, the distance from the closest Lot boundary line(s) and such other information as the ACC may reasonably request in order to

Roswell Towneship Homeowners Association, Inc.

Homeowner Transaction History 1/1/2023 - 5/28/2025

1/1/2025	Assessment	$275.00	-	$2,479.50
1/11/2025	Late Fee	$27.50	-	$2,507.00
2/1/2025	Assessment	$275.00	-	$2,782.00
2/11/2025	Late Fee	$27.50	-	$2,809.50
3/1/2025	Assessment	$275.00	-	$3,084.50
3/11/2025	Late Fee	$27.50	-	$3,112.00
4/1/2025	Assessment	$275.00	-	$3,387.00
4/11/2025	Late Fee	$27.50	-	$3,414.50
5/1/2025	Assessment	$275.00	-	$3,689.50
5/11/2025	Late Fee	$27.50	-	$3,717.00

PLAINTIFF'S EXHIBIT B

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Roswell Towneship Homeowners Association, Inc.

Homeowner Transaction History 1/1/2023 - 5/28/2025

RST74220 - Olumuyiwa Tayo - 4008 Vickery Glen

Date	Description	Charge	Payment	Balance
8/9/2023	Assessment August 2023 Monthly Assessment	$235.00	-	$235.00
8/9/2023	Assessment July 2023 Monthly Dues	$235.00	-	$470.00
8/9/2023	Assessment June 2023 Monthly Assessment	$235.00	-	$705.00
8/9/2023	Initiation Fee	$1,410.00	-	$2,115.00
8/14/2023	Chk #29490	-	($1,880.00)	$235.00
9/1/2023	Assessment	$235.00	-	$470.00
9/9/2023	Credit Card	-	($470.00)	$0.00
10/1/2023	Assessment	$235.00	-	$235.00
10/9/2023	Credit Card	-	($235.00)	$0.00
11/1/2023	Assessment	$235.00	-	$235.00
11/8/2023	Credit Card	-	($235.00)	$0.00
12/1/2023	Assessment	$235.00	-	$235.00
12/7/2023	Credit Card	-	($235.00)	$0.00
1/1/2024	Assessment	$255.00	-	$255.00
1/11/2024	Late Fee	$25.50	-	$280.50
2/1/2024	Assessment	$255.00	-	$535.50
2/2/2024	Credit Card	-	($535.50)	$0.00
3/1/2024	Assessment	$255.00	-	$255.00
3/11/2024	Late Fee	$25.50	-	$280.50
4/1/2024	Assessment	$255.00	-	$535.50
4/11/2024	Late Fee	$25.50	-	$561.00
5/1/2024	Assessment	$255.00	-	$816.00
5/2/2024	CC ...2262	-	($700.00)	$116.00
6/1/2024	Assessment	$255.00	-	$371.00
6/11/2024	Late Fee	$25.50	-	$396.50
7/1/2024	Assessment	$255.00	-	$651.50
7/11/2024	Late Fee	$25.50	-	$677.00
8/1/2024	Assessment	$255.00	-	$932.00
8/11/2024	Late Fee	$25.50	-	$957.50
9/1/2024	Assessment	$255.00	-	$1,212.50
9/6/2024	Collection Fee - Collection Transfer Fee	$125.00	-	$1,337.50
9/11/2024	Late Fee	$25.50	-	$1,363.00
10/1/2024	Assessment	$255.00	-	$1,618.00
10/11/2024	Late Fee	$25.50	-	$1,643.50
11/1/2024	Assessment	$255.00	-	$1,898.50
11/11/2024	Late Fee	$25.50	-	$1,924.00
12/1/2024	Assessment	$255.00	-	$2,179.00
12/11/2024	Late Fee	$25.50	-	$2,204.50

Dorough & Dorough
ATTORNEYS AT LAW

CERTIFIED MAIL NO. 9589 0710 5270 2961 8929 05
RETURN RECEIPT REQUESTED
March 17, 2025

Olumuyiwa Tayo
4008 Vickery Glen
Roswell, GA 30075

Re: Roswell Towneship Homeowners Association, Inc. ("Association")
Reference No. 1141

Dear M/M Tayo:

This firm represents Roswell Towneship Homeowners Association, Inc. Our client's records show that you are the owner of the home at the above referenced property located in the Roswell Towneship subdivision in Fulton County, Georgia. If this information is not correct, please notify us immediately to avoid further legal action. This letter is to warn you of future legal action that may result and to notify you that in accordance with the Declaration of Covenants, Restrictions and Easements for Roswell Towneship (hereinafter as may be amended from time to time referred to as the "Declaration") a lien has been filed against your property on behalf of the Association for unpaid assessments, late fees, interest, attorney's fees and costs of collection. The Association has requested that we contact you concerning your past due account. The amount due on your account with the Association is **$3,913.00**, plus interest at a rate of 10% per annum until paid in full.

Additional assessments, late fees, interest and other charges are continuing to accrue on your account and the Association intends to seek collection of these sums as they come due. The Association also intends to seek payment of its attorney's fees and court costs.

Pursuant to the Declaration, you are hereby given notice that if the above amount owed to the Association is not paid in full within thirty (30) days after the receipt of this letter, suit shall be filed against you on behalf of the Association to collect these past due amounts, and will include past due assessments accelerated through the 2025 calendar year, late charges, interest at a rate of 10% per annum, costs of collection, including reasonable attorney's fees actually incurred, as authorized by the Declaration. Please make your check payable to **Roswell Towneship Homeowners Association, Inc.**, and mail your check to our office, Dorough & Dorough, LLC, 160 Clairemont Avenue, Suite 650, Decatur, Georgia 30030. If you pay the total amount due in full before the expiration of the thirty (30) day period, your obligation to pay additional costs of collection, including attorney's fees, will be void and legal action will not be commenced against you.

You may make online payments by visiting our website at **www.dorough.com** and by following the "Pay Online" link. You will need to enter your Client Payment ID "**17-9C480A**". Please note that credits for these payments may not appear on your account for ten (10) business days and convenience fees as outlined on the payment link may apply.

tabbies PLAINTIFF'S EXHIBIT C

I can be contacted to obtain an updated payoff quote and to discuss a payment schedule for the outstanding balance at (404) 693-9393. Please be advised that any partial payments on the account after the date of this letter may be retained by the Association and applied to the outstanding balance on the account as determined by the Association, in its sole discretion, but will not remedy the default. Nothing contained in this letter shall be deemed to waive or modify any right or remedy of the Association available at law or equity.

Enclosed, please find a copy of a debt validation notice, providing additional information concerning the debt owed to the Association.

THIS COMMUNICATION IS FROM A DEBT COLLECTOR. THIS IS AN ATTEMPT TO COLLECT DEBT, AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. YOU HAVE THE FOLLOWIING RIGHTS, WHICH ARE IN NO WAY AFFECTED BY THE DEMAND FOR THE DISPOSITION OF THIS MATTER AS SET FORTH ABOVE.

Unless you dispute the validity of this debt, or any portion thereof within thirty (30) days after receipt of this notice, the debt will be assumed to be valid.

If you contact the Association in writing within thirty (30) days from receipt of this notice and notify us that the debt or any portion thereof is disputed, the Association will obtain verification of the debt for you and mail it to you.

Further, if you request in writing within this same 30-day period that the Association provide you with a name and address of the original creditor, if different from the Association, the Association will do so for you.

Sincerely,

Erin Murray O'Connell

cc: Beacon Management Services
First Class Mail