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22027733

THIS INSTRUMENT PREPARED BY:
SCOTT D. WEISS, ESQ., CCAL
 Ortale Kelley Law Firm
 CMT Building
 330 Commerce Street, Suite 110
 Nashville, Tennessee 37201
 (Prepared from information provided
 by and at the direction of the Lincoln
 Square Owners Association of Franklin)

6 PGS : RESTRICTIONS	
TRACY RICHARDSON 002992 - 22027733	
06/21/2022 - 08:03:17 AM	
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	30.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	32.00
STATE OF TENNESSEE, WILLIAMSON COUNTY	
SHERRY ANDERSON	
REGISTER OF DEEDS	

LINCOLN SQUARE OWNERS ASSOCIATION OF FRANKLIN

RULES & REGULATIONS AND GENERAL FINE POLICY

Adopted: June 17, 2022

Fine Policy

This Fine Policy ("Fine Policy") is adopted by the Board of Directors ("Board" or "Directors") of Lincoln Square Owners Association of Franklin ("Lincoln Square" or "Association") in accordance with Article VII, Section 5(c) of the By-Laws to provide a fair, equitable and consistent policy and application of due process for the enforcement of existing and future Rules and Regulations which may be adopted by the Board from time to time; and, to the extent enforcement provisions do not already exist, for the enforcement of the Master Deed Establishing the Horizontal Property Regime of Lincoln Square ("Master Deed") and the By-Laws of Lincoln Square ("By-Laws") and any and all amendments thereto as Exhibit B.

It is the intent of the Board of Directors that this Fine Policy shall terminate, override and supersede any and all existing fine policies which may have been adopted by any previous Board.

All complaints regarding non-compliance with Rules and Regulations, the Declaration and/or By-Laws, shall be signed and submitted in writing to the Association management company. **In addition to the provisions below, the Board may, at its discretion, suspend voting rights and use of all Association amenities for so long as any non-compliance may continue.**

General: Except as otherwise noted in Rules and Regulations, the Declaration and/or By-Laws, violation of Rules and Regulations, the Declaration and/or By-Laws shall be enforced as follows:

- a. First Written Notice: Owner and tenant/occupant (if applicable) will be mailed a written notice detailing the violation, action(s) which must be taken to resolve the infraction and that resolution of the violation shall be achieved within ten (10) calendar days of the date written on the first written notice.
- b. Second Written Notice: If the violation continues after the first written notice, the Owner and tenant/occupant (if applicable) will be mailed a second written notice detailing the violation, action(s) which must be taken to resolve the infraction, that a fine of \$100.00 has been levied against their account and that resolution of the violation shall be achieved within ten (10) calendar days of the date written on the second written notice.

- c. Third Written Notice: If the violation continues after the second written notice, the Owner and tenant/occupant (if applicable) will be mailed a third written notice detailing the violation, action(s) which must be taken to resolve the infraction; that a fine of \$200.00 has been levied against their account; that resolution of the violation shall be achieved within ten (10) calendar days of the date written on the third written notice; and, informing the Owner and tenant/occupant (if applicable) that should the violation continue past such ten (10) calendar days, the violation will be referred to the Association attorney for enforcement.
- d. Referral to Attorney: The Board of Directors will contact the Association attorney after mailing the third written notice for counsel as to the most effective means of terminating the violation. All fines authorized by this Fine Policy plus all costs and reasonable attorney's fees shall be a charge on the land and a continuing lien against the Unit and all improvements located thereon, owned by the Unit Owner or occupied by the occupant thereof, and all such fines, costs and reasonable attorney's fees shall be the personal obligation of the Unit Owner and/or tenant or occupant of the Unit against which such fines, costs and reasonable attorney's fees have been secured.

Continuing Violations

Any violation which is resolved but reoccurs at any time within or after thirty (30) calendar days from the date of resolution, shall be considered a continuation of the previous violation and will be enforced in accordance with the relevant next part of this Fine Policy.

Expenses to the Association

- a. As required by Article VII, Section 2(a) of the By-Laws: "Every owner must preform promptly, all maintenance and repair work to his own unit."
- b. As permitted by Article VII, Section 5 of the By-Laws: "Owners agree to abide by the reasonable regulations of the Board of Directors."
- c. The Association, through the Board of Directors and agents and contractors hired by the Board of Directors, shall have the right, after exercising all notice requirements and assessing fines in accordance with this Policy, to enter upon an owner's property when an owner fails or refuses to comply with the maintenance and repair requirements of the By-Laws, and perform all work necessary to complete such maintenance and repairs to bring the owner's property into compliance with the By-Laws. All costs associated with such maintenance and repairs shall be charged to the owner's account, they may be secured by a lien against the owner's property, and the

Association shall be entitled to suit against the owner to collect such costs. All costs association with collection, including attorney's fees, shall be the obligation of the owner.

- d. All work performed shall be during the hours of 8:00AM and 4:00PM, Monday through Friday, and only after written notice has been sent to the owner prior to the commencement of such work, notifying the owner of the date, time, specific work to be performed and the company hired by the Association to perform such work. Neither the Association nor the Board of Directors, officers, agents or contractors hired by the Association shall be liable to such owner for trespass or other damages related to the scope of maintenance and repairs.
- e. Improper Trash and Garbage Disposal. In addition to fines permitted by this Policy as a remedy to address violations, Owners and/or occupants who are identified as having improperly disposed of trash, garbage and/or rubbish, shall be liable for all costs and expenses incurred by the Association for the cleanup and removal of such trash, garbage and rubbish. All such costs, including legal fees incurred by the Association for enforcement, shall further be secured by a continuing lien against the Owner's Unit and shall be the joint and several personal obligation of the Unit Owner and occupant.

Adopted this 17th day of June, 2022, by the undersigned, Todd Jackson, President of the Lincoln Square Owners Association of Franklin, who acknowledges and affirms that a meeting of the Board of Directors was held on June 17, 2022 where a quorum of Directors were present and a motion was made, seconded and passed to adopt these Rules and Regulations and Fine Policy.

[Signature page to follow]

LINCOLN SQUARE OWNERS
ASSOCIATION OF FRANKLIN

By: [Signature]

Its: President

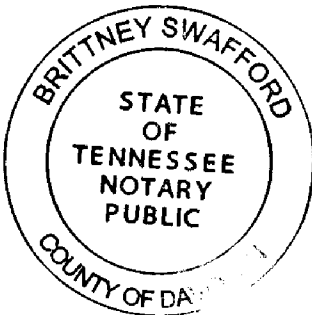
STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

Before me, a Notary Public in and for the State and County aforesaid, personally appeared Todd Jackson with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon his oath, acknowledged himself to be the President of Lincoln Square Owners Association of Franklin, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the Association by himself as such President.

Witness my hand and official seal at Franklin, Williamson County, Tennessee, this 17 day of June, 2022.

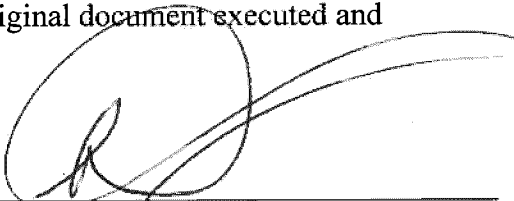
[Signature]
Notary Public

My Commission Expires: 5/9/2024



Tennessee Certification of Electronic Document

I, Scott D. Weiss, do hereby make oath that I am a licensed attorney and/or the custodian of the original version of the electronic document tendered for registration herewith and that this electronic document is a true and exact copy of the original document executed and authenticated according to law on June 21, 2022.



Affiant Signature


6-21-22

Date

State of TENNESSEE

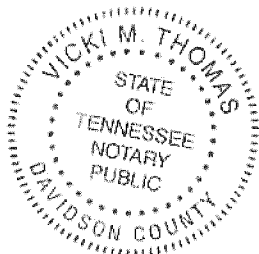
County of DAVIDSON

Sworn to and subscribed before me this 21st day of June, 2022.



Notary's Signature

MY COMMISSION EXPIRES: 05/05/2025



NOTARY'S SEAL