

THIS INSTRUMENT PREPARED BY:
SCOTT D. WEISS, ESQ., CCAL
Kaman & Cusimano, LLC
9005 Overlook Blvd.
Brentwood, TN 37027
(Prepared from information provided
by and at the direction of Liberty Heights Homeowners
Association, Inc.)

LIBERTY VALLEY SECTION I, HOMEOWNERS ASSOCIATION

RULES & REGULATIONS AND GENERAL FINE POLICY

Adopted February 2024

Fine Policy

These Rules and Regulations and General Fine Policy ("Fine Policy") are adopted by the Board of Directors ("Board" or "Directors") of Liberty Heights Homeowners Association, Inc. ("Liberty Heights" or "Association") and all associations attached hereto as Exhibit "A", in accordance with Article V, Section 36 of the Restrictive Covenants Applying to Liberty Valley, Section I ("Restrictive Covenants"), and Article III, Part C, Section 17, sub-part (f), and Part C, Section 22 of the Bylaws of Liberty Heights Homeowners Association, Inc. ("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 in the Restrictive Covenants and By-Laws, for the enforcement of such Restrictive Covenants, By-Laws and any and all amendments thereto.

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 capitalized terms not otherwise defined herein shall have the meanings set forth in the Restrictive Covenants and By-Laws.

All complaints regarding non-compliance with Rules and Regulations, the Restrictive Covenants 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 in accordance with Part C, Section 22 of the By-Laws.**

- I. **General Violations.** Except as otherwise noted in Rules and Regulations, the Restrictive Covenants and/or By-Laws, violation of Rules and Regulations, the Restrictive Covenants and/or By-Laws shall be enforced as follows:
 - a. **First Written Notice:** Owner and tenant/occupant (if applicable) will be mailed or emailed 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. Electronic mail ("email") delivery of notice shall be an acceptable means of sending notice if the Board or the Association's property manager can reasonably rely upon the email address provided to it by each Board member to whom such notice is being emailed, and the email transmission is not returned to the Board or Association property manager as undeliverable.

- b. Second Written Notice: If the violation continues after the first written notice, the Owner and tenant/occupant (if applicable) will be mailed or emailed a second 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 or emailed a third 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. Hearings for Disputes: Upon written request for an opportunity to be heard sent by any Owner and received by the Association, the Association shall provide the requesting Owner with a mutually agreeable date, time and location (virtual or in-person) during which such Owner will be provided not less than five (5) minutes to address the Board with any dispute, explanation or justification as to why fines that have been assessed by the Association against the Owner, should be removed from the Owner's account. Either at or within thirty-six (36) hours of the conclusion of the Owner's statements, the Board shall provide the Owner with a written determination of whether all or part of any fines will be removed from the Owner's account.
- e. Referral to Attorney: The Board of Directors will contact the Association attorney after mailing or emailing the third 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 House and all improvements located thereon, owned by the Owner or occupied by the occupant thereof, and all such fines, costs and reasonable attorney's fees shall be the personal obligation of the Owner and/or tenant or occupant of the House and Lot against which such fines, costs and reasonable attorney's fees have been secured.

II. Parking Violations. Violations of Article V, Section 9 of the Restrictive Covenants shall be enforced as follow:

- a. Notice shall be mailed or emailed to tenants, occupants and the Owner at the last address provided by the Owner to the Association. Such notice shall give the Owner

five (5) calendar days to remove any vehicle identified in such written or emailed notice as being in violation.

- b. In addition to and exclusive of the Enforcement provisions and remedies available to the Association in this Fine Policy, the violation of any parking restriction within the Restrictive Covenants may, at the Board's discretion, result in the towing and/or booting of the owner's vehicle at the vehicle owner's sole cost and expense **and without prior written or emailed notice of such violation.**
- c. Any violation by such vehicle owner of the same or similar nature within ninety (90) calendar days of the original violation, shall be considered a continuation of the previous violation and not a new violation.

III. Excluded Vehicles. Vehicles which are owned by any Federal, State, City or County government that, as a requirement of the Residential Unit Owner or Residential Unit occupant's employment, must be parked within Liberty Heights Homeowners Association, Inc. in a manner which would otherwise be a violation, shall be excluded from any restriction within these Rules and Regulations.

IV. Continuing Violations. Any violation which is resolved but reoccurs at any time within ninety (90) calendar days of the original violation, shall be considered a continuation of the previous violation and will be enforced in accordance with the relevant next part of this Fine Policy.

V. Costs. All costs incurred by this part, together with reasonable attorneys' fees for the enforcement thereof, shall be a charge on the land and shall be a continuing lien upon the House and Lot against which such costs and reasonable attorney's fees were incurred; and such costs, together with reasonable attorneys' fees, shall be the personal obligation of the person who was the Owner of such House and Lot at the time the fine(s) were levied.

Heather Dawbarn, Register
Rutherford County Tennessee
Rec #: 1245403 Instrument #: 2537449
Rec'd: 15.00 Recorded
State: 0.00 3/25/2024 at 10:06 AM
Clerk: 0.00 in Record Book
Other: 2.00 2422
Total: 17.00

Pages 2265-2267

TO RECORDER: Prepared by Kaman & Cusimano, LLC, 9005 Overlook Blvd., Brentwood, TN 37027

LIST IN DIRECT INDEX UNDER
Liberty Valley Section I,
Homeowners Association
TO
Liberty Valley Section I,
Homeowners Association

SCRIVENER'S AFFIDAVIT

STATE OF TENNESSEE)
COUNTY OF RUTHERFORD)

Scott D. Weiss, Attorney at Law, a resident of Davidson County, Tennessee, and of lawful age, hereinafter referred to as "Affiant," being first duly sworn according to law, deposes and states as follows:

1. That Affiant, as attorney of Kaman & Cusimano, Attorneys at Law, prepared a Rules & Regulations and General Fine Policy which is of record in Book 2415, Pages 1889-1897 in the Register's Office for Rutherford County, Tennessee.
2. That through inadvertence and mistake, Section II, Part c of the Rules and Regulations and General Fine Policy and Section IV of the Rules and Regulations and General Fine Policy stated, "within sixty (90) calendar days" when it should have stated, "within ninety (90) calendar days".
3. The Affiant makes this Affidavit for the purpose of correcting the reference within the Rules and Regulations and General Fine Policy so that it shall henceforth read "within ninety (90) calendar days."

AFFIANT

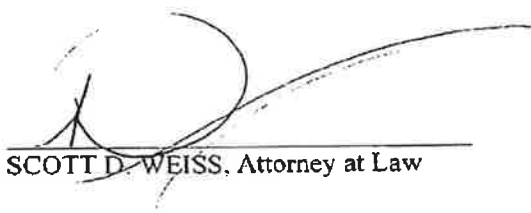
SCOTT D. WEISS, Attorney at Law

Sworn to and subscribed before me this 25th day of March, 2024.

My Commission Expires: 05/01/2025

Notary Public




SCOTT D. WEISS, Attorney at Law

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named SCOTT D. WEISS, Attorney at Law, the bargainer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Brentwood, Tennessee, this 25th day of March, 2024.

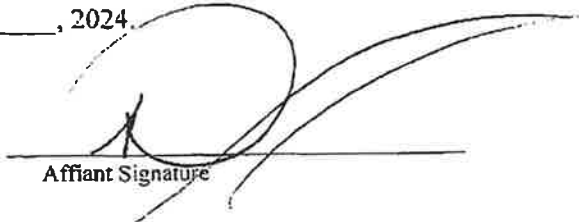
My Commission Expires: 05/05/2025


Notary Public



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 March 25, 2024.


Affiant Signature

03/25/2024

Date

State of TENNESSEE

County of DAVIDSON

Sworn to and subscribed before me this 25th day of March, 2024.


Notary's Signature

MY COMMISSION EXPIRES: 05/05/2025

NOTARY'S SEAL

