

This instrument was prepared by and returned to:  
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Karen Johnson Davidson County Batch# 1396153 BYLAWS 03/23/2026 10:02:30 AM 7 pgs Fees: \$37.00 Taxes: \$0.00 20260323-0022751
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**AMBROSE CONDOMINIUM ASSOCIATION, INC.**  
**FINE POLICY**

**WHEREAS**, pursuant to Paragraph 9(c) of the Ambrose Condominium Homeowners Association, Inc.'s (the "Association") Master Deed of record in Book 5827, Page 468 (the "Master Deed"), as may be amended from time to time, and Article V, Section 1 of the By-Laws, the Board of Directors are charged with the responsibility and authority to enforce use restrictions, Master Deed and Bylaws provisions, and rules and regulations by the imposition and collection of fines for violations of the Master Deed, Bylaws, or Rules and Regulations of the Association;

**WHEREAS**; each Owner of a Unit by acceptance of a deed covenanted and agreed to comply with all restrictions and provisions of the Master Deed, Bylaws, and Rules and Regulations adopted and applicable to the Association;

**WHEREAS**; if an Owner and/or tenant/occupant are in violation of any provision contained within the Master Deed, By-Laws, or Rules and Regulations, the Association shall send written notice and provide ten (10) calendar days of the date written on the First Written Notice to resolve the violation;

**WHEREAS**; if an Owner and/or tenant/occupant remain in violation of any provision contained within the Master Deed, By-Laws, or Rules and Regulations, after ten (10) calendar days of the date written on the First Written Notice, the Board shall levy a daily fine, in an amount set by the Board for each calendar year, and that resolution of the violation shall be achieved within ten (10) calendar days of the date written on the Second Written Notice, or the matter will be referred to an attorney for enforcement;

**NOW THEREFORE BE IT RESOLVED**; that Pursuant to Paragraph 9(c) of the Master Deed and Article V, Section 1 of the By-Laws, the Association's Board of Directors hereby adopts the following Fine Policy:

**1. PURPOSE AND SCOPE.** This Policy establishes procedures for (a) providing notice of alleged violations; (b) offering an opportunity for a hearing and decision by the Board; (c) imposing fines and, where appropriate, continuing fines; (d) taking corrective or self-help actions when authorized; and (e) collecting fines and enforcement costs as charges against the Unit. This Policy applies to all Owners and all tenants, occupants, guests, and invitees.

**2. DEFINITIONS**

**2.1 "Owner".** The record owner(s) of a Commercial or Residential Unit, whether one or more persons or entities.

**2.2 “Violation”.** Any act or omission that violates the Governing Documents, including any condition that constitutes a continuing breach (e.g., unapproved alterations, nuisance conduct, prohibited leasing, improper storage, unauthorized animals, parking violations, food sales requirement).

**2.3 “Continuing Violation”.** A Violation that remains uncorrected after the cure deadline stated in the Notice of Violation, or a repeated Violation of the same or substantially similar nature occurring within thirty (30) days after a prior cure is verified.

**2.4 “Emergency Violation”.** A Violation that, in the Board’s reasonable judgment, presents an imminent risk to life, safety, security, or property (including fire hazards, active leaks/water intrusion, unsafe construction, violence/threatening behavior, or conditions likely to cause substantial damage).

**3. STANDARDS OF ENFORCEMENT.** The Board will administer this Policy in good faith, in a commercially reasonable manner, and with an intent to apply rules consistently. The Board retains discretion to (a) determine whether a Violation has occurred; (b) determine the appropriate remedy; and (c) waive, reduce, or suspend fines when warranted by the facts, provided that no waiver or forbearance shall constitute a waiver of future enforcement.

**4. NOTICE PROCEDURES; METHODS OF DELIVERY.** Notices under this Policy will be sent to the Owner at the mailing address shown in the Association’s records and, when applicable and available, to the tenant/occupant at the Unit. The Association may provide notice by U.S. Mail, hand delivery, electronic mail (if the Owner has provided an email address for notice), or any other method permitted by the Governing Documents. Notice is deemed given when deposited in the U.S. Mail, postage prepaid, or when transmitted electronically as applicable.

#### **5. NON-EMERGENCY ENFORCEMENT PROCESS**

**5.1 First Notice of Violation (Cure Notice).** The Association will issue a written notice describing the alleged Violation, citing the applicable Governing Document provision(s) if reasonably practicable, specifying corrective action required, and providing a cure deadline of ten (10) calendar days from the date of the notice (or such longer period as the Board may determine reasonable based on the nature of the Violation).

**5.2 Notice of Hearing and Proposed Fine.** If the Violation is not cured by the cure deadline (or if the Board reasonably determines the Owner failed to make diligent progress toward cure), the Association will issue a written Notice of Proposed Fine. The Notice will include: (a) describe the alleged Violation; (b) cite applicable governing provision(s), if reasonably practicable; (c) state the proposed fine amount and any proposed continuing fine; and (d) inform the owner of the right to request a hearing before the board. The Owner shall have ten (10) calendar days from the date the Notice of Proposed Fine is sent to submit a written request for a hearing. If no timely written request for a hearing is received, the Board may impose the proposed fine without further proceedings, and the fine shall be deemed approved as stated in the Notice.

If a timely request for hearing is received, the hearing shall be scheduled for the next regular meeting of the Board of Directors; however, if such meeting is more than thirty

(30) calendar days after the date the hearing request is received, the Association shall schedule a special meeting of the Board for the limited purpose of conducting the hearing. The Owner shall be given not less than ten (10) calendar days' written notice of the date, time, and location (or virtual access information) for the hearing.

At the hearing, the Owner may appear personally, through counsel, or may submit written materials for the Board's consideration. After the hearing, the Board shall determine, by majority vote of Directors present (or as otherwise required by the Bylaws), whether a Violation occurred and the appropriate remedy, including the imposition of fines. The Board shall provide written notice of its decision within ten (10) calendar days following the hearing.

**5.3 Hearing; Board Decision.** At the hearing, the Owner may appear personally, through counsel, or submit a written statement. The Board may consider testimony, photos/video, management reports, and other relevant evidence. The Board will decide, by majority vote of Directors present (or as otherwise required by the Bylaws), whether a Violation occurred and the remedy, including fines. The Board will provide a written decision to the Owner within ten (10) calendar days after the hearing.

**5.4 Failure to Appear.** If the Owner fails to appear at a properly noticed hearing and does not submit a written statement, the Board may proceed and decide the matter based on available evidence.

**6. EMERGENCY VIOLATIONS.** For Emergency Violations, the Board (or its Managing Agent/Property Manager acting under Board direction) may take any one or more of the following actions without first providing the ten (10) day cure period: (a) issue an immediate written notice directing prompt corrective action; (b) impose an immediate fine; (c) perform or arrange for corrective work as permitted by the Governing Documents and charge the cost to the Unit; and/or (d) refer the matter to legal counsel for immediate injunctive or other relief. To the extent practicable, the Owner will be offered a post-action hearing upon written request within ten (10) calendar days after notice of the action/fine.

**7. FINE SCHEDULE; CONTINUING FINES; BOARD DISCRETION.** The fine amounts below are intended to be reasonable and proportionate. The Board may increase or decrease the fine within the stated ranges based on severity, recurrence, willfulness, impact on other residents, and administrative burden.

**7.1 Standard (Non-Emergency) Violations (typical nuisances, housekeeping, parking, etc.):**

- a) First confirmed violation after hearing: \$100 to \$1,000 (one-time fine).
- b) Second confirmed violation of the same or similar rule within twelve (12) months: \$250 to \$1,500.
- c) Third and subsequent confirmed violations within twelve (12) months: \$1,000 to \$2,500.

### **7.2 Continuing Violations:**

- a) In addition to (or in lieu of) a one-time fine, the Board may impose a continuing fine of \$50 to \$250 per day until the Violation is cured, commencing on the date stated in the Board's written decision.

### **7.3 Material Use Restrictions:**

- a) One-time fine: \$1,000 to \$2,500 per occurrence, plus a continuing fine of \$250 per day while the prohibited use continues. Material Use Restrictions include, by way of example and not limitation, prohibited commercial uses, unauthorized food or alcohol sales, unapproved short-term rental activity, leasing violations, structural alterations without approval, or any use materially inconsistent with the Master Deed.

### **7.4 Emergency Violations:**

- b) **Immediate fine:** \$500 to \$2,500, plus a continuing fine of \$250 per day until corrected, where appropriate.

**7.5 Maximums; Compliance with Governing Documents:** No fine shall exceed any maximum amount permitted by the Governing Documents, and the Board's authority under this Policy is intended to operate within the scope of the Master Deed and Bylaws.

**8. SELF-HELP AND CORRECTIVE ACTIONS.** Where authorized by the Governing Documents, the Association may, after notice (or immediately in an emergency), enter the Unit and/or Limited Common Elements as permitted to correct a Violation or prevent damage, and charge the cost as an Individual Assessment against the Unit. Prior to non-emergency self-help entry, the Association will provide reasonable notice and coordinate access unless access is refused or impracticable.

## **9. COLLECTION; LIEN; ATTORNEY FEES; INTEREST; APPLICATION OF PAYMENTS**

**9.1 Individual Assessments.** All fines, continuing fines, self-help costs, administrative charges, and enforcement costs (including attorney's fees and costs) imposed under this Policy shall constitute "charges" and "individual assessments" against the Unit to the fullest extent permitted by the Master Deed and Bylaws, and shall be collectible in the same manner as assessments and common expenses.

**9.2 Lien and Enforcement.** If any amounts imposed under this Policy remain unpaid, the Association may pursue all remedies available under the Governing Documents and law, including recording a lien pursuant to Section 10 of the Master Deed (or the applicable lien section of the Governing Documents), and pursuing foreclosure or a personal action, as permitted.

**9.3 Attorney Fees and Costs.** The violating Owner and/or tenant/occupant shall be liable for all reasonable attorney's fees and costs incurred by the Association in connection with investigation, notice, hearing, enforcement, collection, lien preparation, and litigation, to the extent permitted by the Governing Documents and law.

**9.4 Interest and Late Charges.** Unpaid fines/charges may accrue interest and late charges at the rate(s) set forth in the Governing Documents or, if not specified, at a commercially reasonable rate adopted by the Board, from the due date stated in the Board's written decision or invoice.

**9.5 Application of Payments.** Unless prohibited by law, payments received may be applied in the following order: (a) costs and attorney's fees; (b) interest and late charges; (c) fines and continuing fines; and (d) other assessments, as determined by the Board and consistent with the Governing Documents.

## **10. NON-WAIVER; SEVERABILITY; CONFLICTS**

**10.1 Non-Waiver.** The failure or delay of the Association to enforce any provision of the Governing Documents or this Policy shall not be deemed a waiver of the right to enforce the same or any other provision in the future.

**10.2 Severability.** If any provision of this Policy is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

**10.3 Conflicts.** In the event of a conflict between this Policy and the Governing Documents, the Governing Documents shall control. This Policy is intended to supplement and implement the Governing Documents, not to expand them beyond their terms.

## **11. ADOPTION AND EFFECTIVE DATE**

This Policy was adopted by the Board of Directors at a duly called meeting held on March 2, 2026, and is effective as of March 17<sup>th</sup>, 2026 (the "Effective Date").

**SECRETARY'S CERTIFICATE**

I, Shaun Cavanaugh, Secretary of Ambrose Condominium Association, Inc. DO HEREBY CERTIFY, and attest that, in accordance with the Association's Bylaws, the Board of Directors of the Association adopted the foregoing Policy at a duly called meeting of the Board held on March 2, 2026.

**AMBROSE CONDOMINIUM ASSOCIATION, INC.**

By: 


Name: Shaun Cavanaugh

Title: Secretary (attesting)

**STATE OF TENNESSEE  
COUNTY OF DAVIDSON**

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Shaun Cavanaugh, with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence), and who upon oath acknowledged that he/she executed the foregoing instrument for the purposes therein contained and who further acknowledged that she is Secretary for Ambrose Condominium Association, Inc., a Tennessee nonprofit corporation, and is authorized to execute this instrument on behalf of Ambrose Condominium Association, Inc.

Sworn to and subscribed before me this 19<sup>th</sup> of March, 2026.



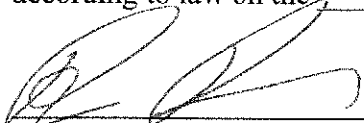
Notary Public

My commission expires: March 9, 2027



**CERTIFICATE OF AUTHENTICITY**

I, Ryan Pratt, Esq., 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 the 19<sup>th</sup> day of March, 2026.



Affiant Signature

Date: March 20, 2026

STATE OF TENNESSEE  
COUNTY OF DAVIDSON

Sworn to and subscribed before me this the 20<sup>th</sup> day of March, 2026.



Notary's Signature

My Commission Expires: March 9, 2027

Seal:

