

**Sign Policy of
Andover Neighborhood Association, Inc.
(the “Policy”)**

1. **Purpose.** The Association has been declared and constituted a non-profit, non-stock corporation for the purpose of maintaining and managing Andover Hills Neighborhood in accordance with those certain deeds and declarations of restrictions as set forth more fully in Exhibit A of the Amended and Restated By-Laws of Andover Neighborhood Association, Inc. dated August 2018, and as have been or may be supplemented (the “Declarations”); the Articles of Incorporation and By-Laws of the Association; and its duly adopted Rules and Regulations (collectively the “Governing Documents”). The Declarations generally prohibit signs from any lot except for house numbers and name plates of standard size, and temporary “for sale” signs when the lot is for sale. The purpose of this Policy is to establish a process and procedure for enforcing the sign covenants to achieve and maintain neighborhood compliance with the Governing Documents.

2. **Authority.** The Board, acting through its authorized agents and pursuant to the Governing Documents, has the power to impose fines, sanctions, and other enforcement penalties. The Board may designate one or more persons or committees to document violations, to determine the type and amount of proposed sanctions, to provide notice of violations and proposed sanctions, to determine whether violations have ceased or abated, to hold hearings concerning violations and sanctions, to make final determinations concerning violations and sanctions, and to pursue self-help remedies to abate violations. To the extent this Policy conflicts with any provision of the Declarations, Articles of Incorporation, or By-Laws of the Association, the Declarations, Articles of Incorporation, and By-Laws shall control.

3. **Signs.**

A. The term “sign” is not defined in the Governing Documents. For purposes of enforcing the Governing Documents through this Policy, the term “sign” shall mean:

Any writing, pictorial representation, form, emblem, trademark, flag, banner, decoration (including material used to differentiate the sign copy from the background) or any figure which is written, printed, projected, painted, constructed, or otherwise displayed upon or designed into a building, board, plate, canopy, awning, window, vehicle, or upon any object or device which by reason of its form, color, wording, symbol, design, illumination, motion or other characteristic is designed to attract attention to the subject thereof or is used as a means of identification, advertisement, announcement, or of illustrating products.*

**Definition from LFUCG Zoning Ordinance 17-3(a).*

B. Signs shall be prohibited on all common areas except with the express advance consent of the Association.

- C. Illuminated signs shall be prohibited except for certain seasonal decorations set forth in Section 3(C) below.
- D. The following types and uses of signs shall not be deemed violations of the Policy or the Governing Documents, provided that the type and use of sign is in strict compliance with the following applicable terms:
 - a. Political signs not to exceed two (2) feet by two (2) feet in size, provided that they are placed no earlier than thirty (30) days before the relevant election and are removed no later than five (5) days after the relevant election;
 - i. “Political sign” shall have the meaning given in LFUCG Zoning Ordinance 17-3(b)(17): “A temporary sign supporting the candidacy for office or urging action on any other matter on the ballot of a state, local or national election or referendum.”
 - ii. Duplicate or excessive numbers of signs shall not be permitted.
 - b. Security signs not to exceed one (1) foot by one (1) foot in size;
 - i. “Security signs” shall mean a sign that indicates the lot and/or residence is protected by a security system or service.
 - c. Temporary personal recognition or achievement signs provided they are displayed for no more than fourteen (14) total days. Examples of the types of signs contemplated by this section are “congratulations”, “welcome home”, “happy birthday”, local school or athletics recognition, and similar; provided, however, that the sign must otherwise comply with all provisions of this Policy.
 - d. The following decorative items; and
 - i. No more than one (1) of each type of permitted flag (American flags, Kentucky state flags, military service flags, and other decorative flags), none of which shall exceed the standard three (3) feet by five (5) feet size.
 - ii. Reasonable decorative garden flags not to exceed one (1) foot by one (1) foot in size.
 - iii. Reasonable non-illuminated porch “welcome” type decorations.
 - iv. Seasonal decorations for holidays typically celebrated in Lexington, Fayette County, Kentucky.

- e. In any event, all signs and decorative items subject to this Policy must be made of good quality materials and at all times be maintained in good and attractive condition such that it does not constitute a nuisance or eyesore, free from damage and disrepair, and in no way detracting from the character of the neighborhood. Signs and decorative items shall not be permitted to obstruct the view of traffic or house numbers, or otherwise be placed in an obstructive or distracting manner. No profane or vulgar signs or decorative items shall be permitted. Signs and decorative items shall be permitted only in reasonable number, placement, and form subject to this Policy and the reasonable discretion of the Board of Directors.

4. **Enforcement and Hearings.** This Policy shall be enforced in accordance with Article VIII, Section 19 of the Association's Amended and Restated By-Laws, as may be further amended in the future.

5. **Sanctions.** The Board may enforce violations through fines, sanctions, and other enforcement mechanisms, such as the revocation of voting rights or suspension of access to common areas. The nature and amount of any sanction shall be at the discretion of the Board and shall take into account factors such as (i) the nature and seriousness of violation; (ii) prior violations by the Lot owner; (iii) efforts to abate the violation; and (iv) other aggravating or mitigating factors. The Board may impose one-time fines or, for violations of a continuing nature, recurring, such as daily or weekly, fines until the violation is corrected. Attached hereto as **Exhibit A** is a schedule of fines for various violations. The attached exhibit is non-exclusive, and the Board shall have the authority and discretion to adjust any fine due to aggravating or mitigating circumstances and to impose a fine upon any violation of the Governing Documents not expressly listed in the attached schedule.

6. **Lien.** Any fine or other monetary sanction imposed for the violation of the Governing Documents, together with interest, costs, and reasonable attorney's fees relating to the violation, failure to pay the fine or other monetary sanction, and enforcement of same, shall be the personal liability of the owner(s) of the lot at the time the fine was imposed and shall also be a charge on the lot, and shall constitute a lien on the lot, beginning on the date the fine or other monetary sanction is imposed, and shall be a continuing lien upon the lot until paid in full.

7. **Additional Enforcement Rights.** Notwithstanding anything to the contrary herein contained, the Association, acting through the Board, may elect to enforce any provision of the Governing Documents by self-help (specifically including without limitation entering into said lot(s) to remedy an uncured violation following notice provided for herein), or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedure set forth herein. In any such action, to the maximum extent permissible, the person who owned the lot(s) at the time of the violation of which abatement was or is sought shall be liable for all costs and expenses incurred in engaging in such self-help and remedying said violation, including without limitation administrative fees, costs, and expenses of such self-help which shall be considered a fine hereunder, and late fees and interest, and attorneys' and professional fees incurred in pursuing in any rights or remedies available under

the Governing Documents, and said amounts shall constitute a continuing lien on the lot(s) or unit as stated herein. In the event that an Owner fails to comply with any Governing Document after being provided notice and opportunity to cure same, or fails to pay any duly levied fine or comply with any other duly levied sanction, then the Association may retain counsel to enforce the Governing Document, pay the fine, or otherwise enforce a sanction, and the costs and expenses of same, including reasonable attorneys' fees, shall be both the personal obligation of the property owner and a lien on the property as set forth herein.

8. Interpretation of Policy. To the extent this Policy conflicts with any provision of the Declarations, Articles of Incorporation, or By-Laws of the Association, the Declarations, Articles of Incorporation, and By-Laws shall control; provided, however, that the terms of this Policy shall be given the greatest effect practicable.

9. Reservation of Rights. The Association reserves the right to amend or supplement this Policy at any time. To the extent this Policy does not adequately address every situation which may arise under the Governing Documents, the Association reserves the right to deviate from this Policy where reasonable to address an issue involving signs or decorations under the Governing Documents. Failure to enforce any violation of this Policy of the Governing Documents shall not be deemed a waiver of the Association's right to enforce.

Adopted by vote of the Board of Directors of
the Andover Neighborhood Association, Inc.,
dated the 24th day of March 2021.

By: Jacqueline S Long
Name: Jacqueline S Long
Title: President

EXHIBIT A

SCHEDULE OF FINES

Unless a different amount is stated in a Notice of Violation, the fine for any violation of the Governing Documents shall be \$25.00 per day or \$25.00 per violation for ephemeral violations, as applicable.