

LEASING POLICY OF ANDOVER NEIGHBORHOOD ASSOCIATION, INC.

(the “Leasing Policy”)

1. Andover Neighborhood Association, Inc. shall be referred to as the “**Association**.” Terms used in this Leasing Policy which are not herein defined shall have the same meaning as given in the deeds of restriction and/or declarations of covenants, conditions, and restrictions as set forth more fully in **EXHIBIT A** (collectively the “**Declaration**”), to which additional properties, lots and common areas have been submitted, via Declaration of Submission, and subjected to additional Restrictions and Covenants, containing substantially similar language (the “**Restrictions**”), and if not therein defined, their ordinary meaning.

2. In the event this Leasing Policy conflicts with the Declaration, as amended, the Declaration shall control.

3. The definition of a “**Rental Unit**” is any Lot occupied by one or more persons other than the Lot Owner(s) who provides consideration to the Lot Owner(s) for the right to occupy the Lot, whether occupying the entirety of the Lot or some lesser portion thereof.

4. Any Owner who utilizes their Lot as a Rental Unit shall not lease said Lot for a period of less than six (6) months nor more than one (1) year, and only with a written lease agreement (a “**Lease**”). The Board of Directors and all Owners shall comply with the Fair Housing Act, which makes it illegal to advertise “any preference, limitation, or discrimination because of race, color, religion, sex, handicap, familiar status, or national origin, or intention to make such preference, limitation or discrimination.” There may also be state and local laws and/or regulations which impose additional obligations on Owners for the achievement of equal housing opportunity, and the rental of any Lot shall comply with those laws and regulations. All Rental Units shall be advertised and available on an equal opportunity basis. Lot Owner(s) shall provide a copy of the Lease to the Association within ten (10) days of execution of the Lease, or at the inception of Lease, whichever occurs first.

5. Every Lease shall comply with the following terms and conditions:

- a. All tenants, including minors, who will occupy the Rental Unit must be listed on the Lease, and tenants’ contact information, including home phone, mobile phone and email addresses, shall be included in the Lease.
- b. Every Lease must provide that no sub-letting by the tenant is or shall be permitted.
- c. Every Owner must provide every tenant with and inform every tenant regarding the Declaration and the Restrictions (as amended), the Association’s Bylaws, and the Rules and Regulations, including without limitation this Leasing Policy, and any other governing document or policy of the Association, and to expressly make these documents and compliance therewith part of the Lease’s terms and conditions, whether by addendum or otherwise thereto. Copies of these

documents can be obtained from the Association's management company or any Directors of the Association upon request.

- d. Every Lease must provide that the tenant has been informed of and agrees to abide by the Declaration and the Restrictions (as amended), the Association's Bylaws, and the Rules and Regulations, including without limitation this Leasing Policy. Further, the tenant must agree that the Declaration of Covenants, Conditions and Restrictions for the Association, the Association's Bylaws, and the Rules and Regulations, including without limitation this Leasing Policy are "material terms" of the Lease and under the Uniform Residential Landlord Tenant Act.
 - e. Every Lease shall include a provision whereby the tenant waives and releases the Association from and against any and all liabilities whatsoever. Further and in addition, the tenant covenants not to sue the Association for any alleged liability of the Association.
 - f. Every Lease shall provide that the Association shall have rights coextensive with those of the Lessor, but shall not be bound to any obligation owed by Lessor under the Lease or the laws of Kentucky. The Association may terminate the Lease and shall be entitled to evict the tenant if the tenant commits one of the following material breaches of the Lease:
 - i. Is found by the Board of Directors of the Association to have committed at least three (3) violations of the Declaration or the Restrictions (as amended), the Association's Bylaws, or any Rule or Regulation within any twelve (12) month period;
 - ii. Fails to properly maintain the Lot, including but not limited to the exterior appearance of the dwelling, other structures, and landscape, in accordance with the community-wide standard and general appearance standards of the Association;
 - iii. Allows more individuals than permitted to reside in a Rental Unit under Federal, State, County, or City laws or regulations;
 - iv. Fails to provide a General Liability release to be signed by the occupant releasing the Association from liability; and
 - v. Is convicted of any felony crime or conducts any illegal activity within the Rental Unit or Andover Hills Neighborhood or upon the common areas of the Association.
6. All tenants must obtain a policy that insures, at the tenant's sole expense, the tenant's personal property. In addition, tenant shall obtain comprehensive personal liability insurance covering liability for damage to person or property of others located within such Owner's Lot, or in another Lot in the Association, or upon the common areas resulting from the negligence of the

insured tenant of not less than Two Hundred Fifty Thousand Dollars (\$250,000). The tenant must provide a copy of the certificate of insurance or declaration sheet to the Association at or before the inception of the Lease period.

7. The Owner shall remain responsible and liable for the payment of all Association dues, assessments, fees, fines, enforcement penalties and/or other charges, and all costs and expenses including attorney's fees, even if they were the result of tenants' or their guests' actions or inactions, and other financial charges levied against the Rental Unit. However, nothing in this Leasing Policy shall limit the Association's right to collect any dues, assessments, fees, fines, enforcement penalties and/or other charges, and all costs and expenses including attorney's fees from the tenant. Further, nothing in this Leasing Policy shall limit an Owner's right to collect said dues, assessments, fees, fines, enforcement penalties and/or other charges, and all costs and expenses including attorney's fees, from the tenant of said Rental Unit.

- ii. These payments must be made on a timely basis, regardless of whether or not the Lot Owner collects them from the tenant on a timely basis; and
- iii. It is the Lot Owner's responsibility to recover any financial amounts from the tenant and/or occupant.

8. If an Owner is delinquent in the payment of any dues, assessments, fees, fines, enforcement penalties and/or other charges, and all costs and expenses including attorney's fees, owed to the Association, by virtue of being in default under the governing documents, said Owner may not lease his/her/its Lot until said amounts are paid in full. Further, if during any leasehold period, the Owner becomes delinquent, the Board shall have the right without suit to notify said tenants and to demand the tenant pay to the Association, from the rent payable to the Lot Owner, the amounts necessary to satisfy the delinquent amount owed to the Association.

9. If an Owner fails to comply with or violates this Leasing Policy, the Owner shall be fined \$200.00 per month until the Owner remedies said non-compliance or violation. This fine shall constitute a lien and be enforceable as a lien as set forth in the Declaration and the Restrictions, as amended.

THIS POLICY WAS AFFIRMATIVELY ADOPTED BY AT LEAST A MAJORITY OF A QUORUM OF THE BOARD OF DIRECTORS OF ANDOVER NEIGHBORHOOD ASSOCIATION, INC. AT A DULY NOTICED MEETING HELD JULY 27, 2021 AS REFLECTED IN THE MINUTES ATTACHED AS **EXHIBIT B**.

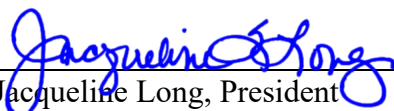
By: 
Jacqueline Long, President

EXHIBIT A

NEIGHBORHOOD RESTRICTIONS

1.	Deed of Restrictions for Andover Green Subdivision of record at Deed Book 1994, Page 301;
2.	Deed of Restrictions and Covenants for Andover Hill Subdivision Unit 1 of record at Deed Book 1519, Page 222; Amended Deed of Restrictions and Covenants for Andover Hill (Lochmere) Subdivision Unit 1 & Unit 2, of record at Deed Book 1524, Page 22; Second Amended Deed of Restrictions and Covenants for Andover Hill (Lochmere) Subdivision Unit 1 & Unit 2, of record at Deed Book 1596, Page 271; Third Amended Deed of Restrictions and Covenants for Andover Hill (Lochmere) Subdivision Unit 1 & Unit 2, of record at Deed Book 1617, Page 714; Fourth Amended Deed of Restrictions and Covenants for Andover Hill (Lochmere) Subdivision Unit 1 & Unit 2, of record at Deed Book 1659, Page 01;
3.	Deed of Restrictions and Covenants for Andover Hill (Lochmere) Subdivision Unit 3, Section 1 and Section 2, Subsection 1, of record at Deed Book 1554, Page 748; First Amended Deed of Restrictions and Covenants for Andover Hill (Lochmere) Subdivision Unit 3, Section 1 and Section 2, Subsection 1, of record at Deed Book 1596, Page 267; Second Amended Deed of Restrictions and Covenants for Andover Hill (Lochmere) Subdivision Unit 3, Section 1 and Section 2, Subsection 1, of record at Deed Book 1604, Page 478; Clarification of Deed of Restrictions and First Amended Deed of Restrictions and Covenants for Andover Hill (Lochmere) Subdivision Unit 3, Section 1 and Section 2, Subsection 1 and 2, of record at Deed Book 1615, Page 610; Third Amended Deed of Restrictions and Covenants for Andover Hill (Lochmere) Subdivision Unit 3, Section 1 and Section 2, Subsection 1, of record at Deed Book 1617, Page 720; Fourth Amended Deed of Restrictions and Covenants for Andover Hill (Lochmere) Subdivision Unit 3, Section 1 and Section 2, Subsection 1 and Section 2, Subsection 2, of record at Deed Book 1659, Page 4; Fifth Amended Deed of Restrictions and Covenants for Andover Hill (Lochmere) Subdivision Unit 3, Section 1 and Section 2, Subsection 1 and Section 2, Subsection 2, of record at Deed Book 1662, Page 322;
4.	Deed of Restrictions and Covenants for Andover Hill (Lochmere) Subdivision Unit 6-A of record at Deed Book 1648, Page 413; First Amended Deed of Restrictions and Covenants for Andover Hill (Lochmere) Subdivision Unit 6-A, of record at Deed Book 1662, Page 326;
5.	Deed of Restrictions and Covenants for Andover Hill (Lochmere) Subdivision Unit 6-B, of record at Deed Book 1803, Page 156;
6.	Deed of Restrictions and Covenants for Andover Meadow (Lochmere) Subdivision Unit 7, Section 1, of record at Deed Book 1607, Page 39; Amended Deed of Restrictions and Covenants for Andover Meadow (Lochmere) Subdivision Unit 7, Section 1, of record at Deed Book 1617, Page 725; Seconded Amended Deed of Restrictions and Covenants for Andover Meadow (Lochmere) Subdivision Unit 7, Section 1, of record at Deed Book 1662, Page 319;
7.	Deed of Restrictions and Covenants for Andover Meadow (Lochmere) Subdivision Unit 7, Section 2, of record at Deed Book 1641, Page 518
8.	Deed of Restrictions and Covenants for Andover Meadow (Lochmere) Subdivision Unit 7, Section 3, of record at Deed Book 1690, Page 748; First Amendment to Deed of Restrictions and Covenants for Lochmere (Andover Hill) Subdivision Unit 7, Section 3, of record at Deed Book 1691, Page 440;

9.	Deed of Restrictions and Covenants for Lochmere (Andover Hill) Subdivision Unit 8, of record at Deed Book 1726, Page 272;
10.	Deed of Restrictions and Covenants for Lochmere (Andover Hill) Subdivision Unit 9-A, of record at Deed Book 1773, Page 444;
11.	Deed of Restrictions and Covenants for Lochmere (Andover Hill) Subdivision Unit 9-B, of record at Deed Book 1896, Page 484;
12.	Deed of Restrictions and Covenants for Lochmere (Andover Hill) Subdivision Unit 9-C, of record at Deed Book 1980, Page 243;
13.	Deed of Restrictions and Covenants for Lochmere (Andover Hill) Subdivision Unit 11-A, of record at Deed Book 2010, Page 592; First Amendment to Deed of Restrictions and Covenants for Lochmere (Andover Hill) Subdivision Unit 11-A, of record at Deed Book 2015, Page 59;
14.	Deed of Restrictions and Covenants for Lochmere (Andover Hill) Subdivision Unit 11-B, Section 1 of record at Deed Book 2010, Page 603; First Amendment to Deed of Restrictions and Covenants for Lochmere (Andover Hill) Subdivision Unit 11-B, Section 1, of record at Deed Book 2015, Page 56;
15.	Deed of Restrictions and Covenants for Lochmere (Andover Hill) Subdivision Unit 11-B, Section 2, of record at Deed Book 2065, Page 599;
16.	Deed of Restrictions and Covenants for Stonecase Valley Subdivision (Andover Club), Unit 1, of record at Deed Book 1523, Page 113;
17.	Deed of Restrictions and Covenants for Stonecase Valley Unit 2-A (Andover Park), of record at Deed Book 1688, Page 67;
18.	Deed of Restrictions and Covenants for Stonecase Valley Unit 2-B (Andover Park), of record at Deed Book 1721, Page 309;
19.	Deed of Restrictions and Covenants for Stonecase Valley Unit 4, of record at Deed Book 1750, Page 46;
20.	First Amended Deed of Restrictions and Covenants for Stonecase Valley Unit 4, of record at Deed Book 1818, Page 332;
21.	Deed of Restrictions and Covenants for Stonecase Valley Unit 5, of record at Deed Book 1862, Page 19;
22.	Deed of Restrictions and Covenants for Stonecase Valley Unit 6, of record at Deed Book 1937, Page 162;
23.	Deed of Restrictions and Covenants for Stonecase Valley Unit 7, Section 1, of record at Deed Book 2031, Page 5;
24.	Deed of Restrictions and Covenants for Stonecase Valley Unit 7, Section 2, of record at Deed Book 2050, Page 9;
25.	Declaration of Covenants, Conditions and Restrictions for Unit 1 of the David R. Tucker and Anna B. Tucker Property (Being a Part of Tract No. 2A of the Graham J., Shuck W., and David R. Tucker Property) (Andover Creek), of record at Deed Book 2334, Page 259;
26.	Declaration of Covenants, Conditions and Restrictions for Unit 1, Section 2 of the David R. Tucker and Anna B. Tucker Property (Being a Part of Tract No. 2A of the Graham J., Shuck W., and David R. Tucker Property) (Andover Creek), of record at Deed Book 2438, Page 306;
27.	Declaration of Covenants, Conditions and Restrictions for Unit 1, Section 3 of the David R. Tucker and Anna B. Tucker Property (Being a Part of Tract No. 2A of the Graham J., Shuck W., and David R. Tucker Property) (Andover Creek), of record at Deed Book 2495, Page 145;
28.	Master Addendum to Deeds of Restrictions for Andover Neighborhood Association, Inc., of record at Deed Book 3599, Page 303.

EXHIBIT B

MINUTES OF JULY 27, 2021 BOARD OF DIRECTORS MEETING

Andover Neighborhood Association July 27, 2021, Board Meeting Minutes

The Andover Neighborhood Association Board of Directors met on Tuesday, July 27, 2021, at the All Points Management office, 141 Prosperous Place, Ste 21A. The meeting was called to order at 6:05pm.

ANA Board Members present included Jackie Long, Brigid DeVries (by phone), Niki Galavotti, Paige Forsyth, and Sherri Patterson. Association Manager, Jared Gibson, was also in attendance. A quorum was present.

Board Meeting Minutes

- Sherri made a motion to approve the minutes from the May 25th, 2021 Board Meeting, seconded, and the motion passed unanimously.

Reports of Officers, Committees, and Management

- Management reports were emailed to the Board prior to the meeting. There were no questions on the reports.
- Jackie reported that Bill Henkel was not available to review the changes to the Andover Village Dr landscaping plan but would plan to attend the next meeting. He will likely also have a draft of the master greenspace tree plan at that time.

Unfinished Business

- n/a

New Business

- **Rental Policy**
 - The Board discussed a proposed rental policy and made revisions. Paige made a motion to adopt the rental policy as revised, to be distributed to the members. The motion was seconded and passed unanimously.
- **Greenspace Event Policy**
 - The Board discussed a policy to allow events on the greenspace provided they complied with certain rules and applied to the Board prior to the event. After revisions to the event application, which will be distributed to the members, Niki made a motion to adopt the policy and application. The motion was seconded and passed unanimously.
- **Cart Path Signs**
 - Sherri made a motion to install new signs at all cart path entrances reading “Golf Carts must be registered with Andover Neighborhood,” at a cost of approximately \$350. The motion was seconded and passed unanimously.
- **Chipping Green**
 - A resident near the former 13th green asked permission to personally renovate and maintain the green for use as a chipping green. Sherri made a motion to grant the homeowner’s request. The motion was seconded and passed unanimously.
- **Greenspace Tree Removal**
 - There are several downed trees on the greenspace – one on former hole 15 and two behind 695/699 Mint Hill Ln. Several quotes for removal had been obtained, the lowest of which was from Lexcut for approximately \$2465. Paige made a motion to accept the quote. The motion was seconded and passed unanimously.
- **Other New Business**
 - Niki made a motion to accept Leslie Scott’s resignation from the Board. The motion was seconded and passed unanimously.
 - Discussion of re-seeding the greenspace was tabled while quotes are being obtained.

- The Board discussed a request from a girl scout troop to paint stencils on certain stormwater drains on the greenspace. All agreed this was okay.
- Andover Forest HOA has an old fountain pump that they offered to give to ANA at no charge. The Board agreed to accept the pump.
-

The next Public Board Meeting is scheduled for September 21, 2021. The next regular Board Meeting is scheduled for September 28, 2021; however, the Board may meet in August, date TBD. There being no further business, the meeting was adjourned at 8:19pm on a motion made by Niki, seconded, and passed unanimously.

Prepared by Jared Gibson, Association Manager
Submitted by Brigid L. DeVries, ANA Board Secretary