

**SHORT-TERM TRANSIENT RENTALS POLICY OF
ANDOVER NEIGHBORHOOD ASSOCIATION, INC.**

(the “Short-Term Rentals Policy” or the “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 November 2018, the Kentucky Supreme Court handed down its decision in *Hensley v. Gadd*, 560 S.W.3d 516 (Ky. 2018), and held that a property restriction describing lots as “single family residential lots” and limiting their use to “residential purposes” prohibits the use of a lot for short-term transient rentals, suggesting that any lease or rental for less than thirty (30) consecutive days should be considered a short-term or “transient” rental. The number of services offering the listing, brokerage, and marketing of short-term leasing, rental, homeshare, homestay, bed-and-breakfast, vacation rental, lodging, transient, and boarding properties has risen in recent years, and includes Airbnb, VRBO, Homeaway, and similar services. There exist increasing reports of problems, including crime, disputes with local government over taxes, traffic, parking, and other issues related to short-term leasing and rentals, as evidenced by “Unwelcome guests: Airbnb, cities battle over illegal short-term rentals,” Scott Zamost et al., CNBC.com, May 24, 2018, available at: <https://www.cnbc.com/2018/05/23/unwelcome-guests-airbnb-cities-battle-over-illegal-short-term-rentals.html> (last accessed October 10, 2021). Short-term transient use of lots in the Association community is incompatible with the residential nature of the community and the community and its residents has or may also experience negative impacts as a result of the short-term transient rentals.

3. The definition of a “**Short-Term Rental**” is the rental or lease of all or any portion of a lot or building for a period of thirty (30) or fewer consecutive days by one or more persons or guests for consideration to the lot owner.

4. No owner shall permit any portion of any lot to be leased, rented, or let for use as a Short-Term Rental. Furthermore, no owner may permit any lot or any portion of any lot to be listed, marketed, brokered, advertised, solicited, or otherwise made available for use as a Short-Term Rental including, without limitation, on any website or electronic marketplace such as Airbnb, VRBO, HomeAway, or others.

5. This Short-Term Rentals Policy shall not otherwise prohibit long-term residential leases or rentals to the extent that they are permitted and/or regulated by the Declaration and other governing documents of the Association.

6. An owner that violates this Policy shall be subject to a fine (i) equal to the total amount invoiced to the guest for the Short-Term Rental, if known; (ii) equal to the advertised nightly rental amount multiplied by the number of nights any portion of the lot was rented as a Short-Term Rental; or (iii) one hundred dollars (\$100.00) per night any portion of the Lot was rented as a Short-Term Rental or listed for rent as a Short-Term Rental, if the amounts in subpart (i) and (ii) of this section cannot be established. The Board of Directors may impose other sanctions and/or adjust the amount of any fine based on mitigating or aggravating circumstances.

7. The Association will use reasonable efforts to disseminate this policy to all members of the Association through mailing, emailing, posting to the Association website, or other similar methods designed to provide reasonable notice to Association members.

8. In the event that an owner violates this Policy the Association will provide written notice to that owner at the address on file with the Association or, if no address is on file, to the mailing address of record with the Property Valuation Administrator. If a subsequent violation of this Policy occurs, the Association will provide written notice of the violation and proposed sanction. The owner shall have the opportunity to dispute any violation or proposed sanction in writing within the time period set forth in the notice, or if no time period within ten (10) days of the mailing of the notice. Any such dispute must be in writing and include supporting documentation. If the owner fails to dispute any violation or enforcement action in writing, then the violation and enforcement action will become final and unappealable. If an owner disputes the violation in writing, then the Association will either respond in writing, or schedule a hearing in front of the Board of Directors, or committee thereof, to hear the dispute.

9. The Association shall be entitled to use any right, power, or privilege it has pursuant to Kentucky law, the Declaration, or the Association's other governing documents, to enforce violations of this Policy, including the right to assess fines, restrict access to common areas and other privileges, and institute legal proceedings to enforce the Declaration and this Policy. Any fine imposed pursuant to this Policy, and any costs and expenses of enforcement, including attorneys' fees incurred, shall be a valid charge and lien upon the land, as well as the personal obligation of the owner of the lot at the time the violation occurred, and shall be enforceable as a lien as set forth in the Declaration

10. In the event that any provision of this Policy is found to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability. In that event, the invalid, illegal, or unenforceable provision shall be reformed in such manner as to render it valid, legal, and enforceable to the extent that it is consistent with the purpose of this Policy.

11. The Board of Directors reserves the right to modify this Policy from time to time and shall have the right to interpret this Policy, which interpretation shall be binding on the Association's members.

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 MARCH 24, 2020 AS REFLECTED IN THE MINUTES ATTACHED AS **EXHIBIT B**.

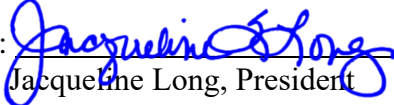
By:  _____
Jacqueline Long, President

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 MARCH 24, 2020 BOARD OF DIRECTORS MEETING

Andover Neighborhood Association Board Meeting—on Zoom
Tuesday, March 24, 2020
Meeting Minutes

The Andover Association Board of Directors Meeting met on Tuesday, March 24, 2020 via Zoom due to the Coronavirus (Covid-19) and in compliance with social distancing.

ANA Board Members Present included, Jackie Long, Brigid DeVries, Nicole Galavotti, Scott Lange, Jaime Gorden, Leslie Scott, and Ruth Anne Marshall, along with All Points Community Staff Members Edwin and Jared Gibson. Sherrie Patterson was absent from the meeting. A quorum was present.

Board President Jackie Long called the meeting to order at 6:00pm.

The first item of business was a review of the December 17/February 11, 2020 ANA Annual Meeting Minutes. Jaime Gorden made a motion to approve the minutes, seconded by Ruth Anne Marshall. The motion passed unanimously.

The next item on the agenda was a homeowner appeal from Patrick Mitchell who joined the meeting call. He is a relatively new homeowner who bought his house on January 2, 2020 at 650 Mint Hill Lane. The existing deck on his house takes up most of his backyard space and he wants to install a fence around his backyard, but due to the existing lot and property lines, would have very little yard left due to the size of the deck. He stated that he had a property survey done but got conflicting information from his contractor about what is permissible. Therefore he is requesting that the ANA Board allow him to extend his rear property line beyond the allowable distance. The Board considered his appeal and deliberated at length after he left the meeting call. While the Board did not want to set aside existing ANA lot and property lines currently in place, they were sympathetic to his case. Jaime made a motion seconded by Nikki approving the fence only if the rear fence (adjacent to the greenspace) tied into the next door neighbor's fence at 646 Mint Hill Lane, in a straight line trajectory across the back of the yard. The motion passed and approved Mr. Mitchell's fence request under those conditions only.

Under unfinished business the next item for discussion was the Greenspace. Nikki and Scott provided an update on the status of the grants permits that are in process. The Division of Water 404 stream permits are in the works along with work on other Environmental Protection Agency requirements. The initial design is finished at a cost of \$92,000, with \$72,000 coming from LFUCG. The contracts are being checked on and are ready for final approval by the LFUCG Council. Nikki also provided an update on other LFUCG infrastructure grants for areas on old golf holes 15 & 17 which are in the works. Edwin Gibson shared that \$95,885.39 will be coming to ANA very soon from the sale of the driving range and clubhouse property.

The next item for discussion was moving forward on the Landscape plan for the island at the Andover Village Drive Entrance. This plan was in process until the golf course greenspace property and sale became the main ANA priority. Barret Partners did the original design. The Board decided to begin moving forward on this project which will be done in phases. Leslie made a motion to have Jared re-bid the whole project with the first phase being tree and shrub replacement in the middle of the island where the dead trees have been removed. Brigid seconded the motion which passed. Jackie suggested that the plan be adapted somewhat at the front and rear ends of the island to include large planters in keeping with the Forrest Hill Entrance, Ginger Mill and other ANA areas. The upgrade on the fountain is still under review with Jared following up with pricing. Edwin and Jackie suggested that other grants

might be available for the entrance project to include another Corridor Grant and a \$10,000 grant from NAPG. Jared provided a brief update on the status of the tree cutting project and timetable by LexCut.

Under new business there was a brief discussion on fence policies and possibly setting additional guidelines with the existing goal of uniformity. Scott had reviewed some of the existing property lines in ANA areas including Winter Hill Drive which has a total of 14 fences. It was suggested additional review of all properties adjacent to the greenspace is probably necessary, along with clarifications and guidelines on fencing. Jackie moved to table further discussion to a later date.

The final Airbnb Policy for short-term rentals was reviewed. Leslie made a motion seconded by Niki to approve the policy which passed.

Jared mentioned that there is currently a Board seat vacancy due to Emi Jamerson's letter of resignation. Niki made a motion seconded by Leslie to accept Emi's resignation which passed. Nikki made a motion seconded by Ruth Anne to appoint Paige Forsyth to fill out Emi's unexpired term, effective until the next Annual Meeting scheduled in December 2020. The motion passed.

Other new business included the fire which destroyed the bathroom at old golf Hole #17. Jackie reported that there is an ongoing arson investigation, and the suspects may have been apprehended. Edwin is contacting Chris Schnelle from the Fire Department to follow up on the situation, and is looking into an insurance claim. It was suggested that a structural engineer look at the remains of the building, and the utilities be shut off and removed. All-points staff and ANA Board will review the results of the arson investigation when finished and report back to the Board.

Ruth Anne suggested sending out a reminder to the homeowners about cart path and other greenspace rules and regulations. She also discussed looking into an identification system for golf carts, possibly numbering them.

Jackie discussed moving forward on setting up a meeting with representatives in the Andover Estates area to discuss greenspace issues. Jaime and Nikki volunteered to meet with their representatives and report back to the Board. Also, there was also a brief discussion regarding the easement in place on the Guard Shack at the entrance to the Andover Estates area. Nathan Billings is researching the property documents to clarify ownership.

Edwin suggested that ANA support a contest to name the Greenspace by the homeowners. Nikki shared information on a project she is working on for 5-6 year old elementary school children for the 50th anniversary of Earth Day. She suggested involving the ANA neighborhood in the project with topics like the value to the greenspace area of recycling, and re-using containers like water bottles etc.

There being no further business Nikki made a motion to adjourn seconded by Ruth Anne. The motion passed.

The next meeting is scheduled at 6:00pm at the APCM Conference Room or virtually.

Submitted by: Brigid L. DeVries, ANA Secretary