

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

(the “Short-Term Transient Rentals Policy” or the “Policy”)

1. Andover Forest Homeowners Association, Inc. shall be referred to as the “**Association**.” Terms used in this Short-Term Transient Rentals Policy which are not herein defined shall have their ordinary meaning.

2. The Declaration of Covenants, Conditions and Restrictions for Brighton Place Subdivision, of record in the Fayette County Clerk’s Office in Book 1519, Page 302 and recorded August 1, 1989, as amended and supplemented (the “**Declaration**”).

3. The definition of a “**Short-Term Transient 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 Transient Rental. Furthermore, no owner may permit any lot or any portion of any lot to be listed, marketing, brokered, advertised, solicited, or otherwise made available for use as a Short-Term Transient Rental including, without limitation, on any website or electronic marketplace such as AirBnB, VRBO, HomeAway, or others.

5. This Short-Term Transient Rental 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 Transient 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 Transient Rental; or (iii) one hundred dollars (\$100.00) per night any portion of the Lot was rented as a Short-Term Transient Rental or listed for rent as a Short-Term Transient 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.