

## LEASING POLICY OF ANDOVER FOREST HOMEOWNERS ASSOCIATION, INC.

### (the “Leasing Policy”)

1. Andover Forest Homeowners 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 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**”), 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, 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, 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, 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 Forest 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.

- a. 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
- b. 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.

THIS POLICY WAS AFFIRMATIVELY ADOPTED BY AT LEAST A MAJORITY OF A QUORUM OF THE BOARD OF DIRECTORS OF ANDOVER FOREST HOMEOWNERS ASSOCIATION, INC. AT A DULY NOTICED MEETING HELD JULY 20, 2022.

By: Mitzi Bender  
Mitzi Bender, Secretary

**EXHIBIT A**

**MINUTES OF JULY 20, 2022 BOARD OF DIRECTORS MEETING**

## MINUTES FOR JULY 2022 ANDOVER FOREST HOA BOARD OF DIRECTORS MEETING

**Call to Order.** Susan called the telephonic July Board Meeting of the Andover Forest HOA Board of Directors to Order at 5:03 p.m. on July 20, 2022.

**Roll Call.** Jared took roll. All Board members except Bill Meehan were present by telephone. A quorum was established to conduct business.

**Adoption of the Agenda.** Susan submitted an Agenda to all Board Members. The Board voted to approve the Agenda as an outline for the meeting.

**Approval of Last Meeting's Minutes.** Jared furnished all Board members with a copy of the Minutes from the May Board Meeting. The Board voted to approve the Minutes and post them on the website.

**Ratify Previous Email Votes.** Jared submitted a list of previous email approvals to all Board members. The Board voted to ratify all previous email votes.

**ADJOURN TO EXECUTIVE SESSION IN PART.** The Board adjourned to Executive Session In Part to discuss several confidential matters:

**Management Report.** Jared discussed a homeowner's request for the Board to approve a patio. The Board agreed to approve the request as long as there was appropriate screening and no permanent basketball goal or disruption to neighbors.

**Management Report on Violations.** Jared reviewed individual homeowner violations and delinquent accounts. There were no pre-lien letters to be sent out. Stan asked Jared to follow up on the possibility of filing suit against delinquent homeowners in small claims court and report back to the Board.

**Finance Committee Report.** Stan reviewed the latest Financial Reports and presented his financial review for the fiscal year ending 6-30-22. He concluded that the HOA needs to generate additional revenue to meet our expenses. Susan reported on discussions with HOA counsel on instituting a Capital Fee of \$1,000, to be paid by buyers on all homes sold in Andover Forest. The Board agreed to recommend the Capital Fee to homeowners at the Annual Meeting.

**Legal Committee Report.** Susan presented five Motions:

- (1) The Board approved the Motion to Approve Leasing Policy. The policy will be posted on the Website.
- (2) The Board approved the Request to Access Greenspace Form. The form will be posted on the Website.
- (3) The Board approved the Payment Agreement in the HOA foreclosure proceeding against a homeowner and authorized Susan to make any changes and sign it.

- (4) The Board approved a Resolution drafted by HOA counsel on amending the Articles of Incorporation to provide for a three-year term for the Board of Directors. The proposed amendment will be included on the ballots sent to all homeowners.
- (5) The Board approved the proposed Timeline for notices and actions related to the Annual Meeting.

**ENFORCEMENT COMMITTEE REPORT.** The Board discussed safety concerns on the Greenspace and in the tunnel and authorized additional patrolling by Officer Jerrod.

**RETURN TO REGULAR SESSION.** The Board completed its review of confidential information and returned to Regular Session.


**Grounds Committee Report.** Mitzi reported on general maintenance and possible projects. She noted that the drought conditions will limit mowing. She also discussed dead tree removal, restroom renovations, and fence repairs.

**Communications Committee Report.** Mitzi reported that safety matters will be noted in the next Newsletter. The Board discussed the Annual Meeting in September. Mitzi will have a presentation with slides covering some of the HOA projects over the past year.

**Events Committee Report.** Mitzi discussed scheduling an upcoming Community Event.

**Other Business.** Susan requested that all Board members let her know if they intend to run again and asked for any suggestions about conducting the Annual Meeting.

**Adjourned.** There being no further business, Susan adjourned the July 2022 Board Meeting at 6:38 p.m. on July 20, 2022.

These Minutes Prepared By: 

Mitzi Bender, Secretary of the Andover Forest HOA Board of Directors  
July 20, 2022