

HENFER VILLAGE HOMEOWNERS ASSOCIATION, INC.

These Rules and Regulations are adopted pursuant to the authority invested in the Board of Directors under By-Laws Hefner Village Homeowners Association Article VII, Section 1. (a).

These Rules and Regulations supersede all previous Rules and Regulations of Hefner Village Homeowner's Association.

1. PURPOSE. These rules and regulations are adopted to retain the beauty and worth of individual lots, common area, and common facilities of Hefner Village, and to provide for the peace and tranquility of residents.
2. DEFINITIONS. All terms used herein shall be the same as those terms defined in Article 1, Section 1 of Consolidated Covenants and Restrictions of Hefner Village Homeowners Association.
3. RULES AND REGULATIONS:
 - a. SIGNS (C & R Article VIII, Section 8.2.6)
 - (1) Lot owners may display one sign per lot advertising the sale, lease or rental of property. The sign shall be limited to five square feet in area or less and shall be placed four feet or less from the structure. Pole signs are prohibited.
 - (2) The board may post information signs upon property such as stop signs, speed limit, Fire Zone, no littering, etc. Such signs shall conform in size and color to those approved by state and federal code.
 - b. PETS (C & R Article IX, Section 9.1)
 - (1) Occupants may have a reasonable number of animals generally recognized as house pets. Subsequent to a complaint by a member, the board in its sole discretion shall determine if an animal is considered to be a house pet, and whether the number of pets in a household is unreasonable.
 - (2) Owners or occupants shall not keep within their household pets that are bred and raised solely for commercial purposes. The covenants and restrictions prohibit commercial enterprises in Hefner Village.
 - (3) When outdoors, pets shall either be on leash or under control of its master. No pet shall be staked outside of fence or house.
 - (4) Pets are prohibited in the clubhouse and swimming pool areas.
 - (5) Pet owners shall ensure that their pets habitual call to nature is inoffensive to neighbors, and if not, will be liable for fines.
 - c. REFUSE (C & R Article IX, Section 9.9)
 - (1) Oklahoma City sanitation department provides curbside pickup of trash once every week on Monday. Recycled trash is picked up every other week on Monday. Bulk pickup is once a month during the first week of the month.
 - (2) Garbage and recycled trash shall be placed in a city provided container. Trash and tree limbs shall be bagged, boxed, canned or tied into bundles of four feet in length or less.

- (3) No disposable materials shall be placed at the curb for pick up prior to 6:00 PM the day prior to pick up. Following pickup empty containers shall be removed from site no later than 10 PM the day of pickup period. Under no event shall trash containers be kept so as to be visible from neighboring property except to make them available for pick up.
 - (4) No trash, litter, refuse, garbage, ashes, tree trimmings, cigarette butts or other disposable materials shall be disposed of in the common areas.
- d. LAUNDRY (C & R, Article IX, Section 9.10)
- (1) No laundry, wash clothing, rugs, carpets, or any other similar article, including swimming attire, towels etc., shall be flung over, draped on or hung from windows, porches, balconies, patio, fence or shrubs. No outside clothes drying or airing facility shall be visible from neighboring property.
- e. ARCHITECTURAL CONTROL (C & R Article VI)
- (1) No alteration or change to property (lot or common area) shall be commenced without board approval.
 - (2) Both lot owners and property management companies will seek board approval by submitting architectural request forms to the architectural committee.
 - (3) Repair of structure or replacement of flora (trees, lawn, and shrubs) involving no material change may be undertaken without board approval, providing no owners of the plat have an objection.
- f. LANDSCAPE MAINTENANCE (C & R Article IX)
- (1) Vegetable and or flower gardens planted within enclosed patio areas do not require association approval as long as such plantings do not create a nuisance or hazard to adjoining property.
 - (2) Both annual and perennial flowers may be planted in shrub beds. However, climbing vines that interfere with painting of buildings and landscape maintenance are prohibited.
 - (3) The construction of tree houses or platforms in trees is prohibited.
 - (4) Active sports such as baseball, football, badminton, etc. that tend to destroy turf are prohibited except in designated areas. Sporting equipment such as, but not limited to, goals, nets. etc. shall be stored out of view, when not in use.
 - (5) Skating or other activities that tend to destroy the surface of tennis courts is prohibited.
 - (6) The storage of materials or objects like firewood, doghouses, etc. is not permitted in the common areas.
- g. GENERAL MAINTENANCE AND REPAIR (C & R Article VII)
- (1) Maintenance required of Homeowners (C & R Article VII, Section 7.1)
 - (a) Proper maintenance is determined by the board of directors. If maintenance is not addressed within the required written demand, the board may perform maintenance and add the cost to the lot owner's assessments.
 - (b) All exterior maintenance upon the owner's lot.
 - (c) All maintenance on other structures and improvements on the owner's lot.

- (d) Siding: repairing, replacing, and maintaining the exterior siding.
 - (e) Windows: cleaning, repairing, and replacing windowpanes and frames.
 - (f) Doors: maintaining, repairing, and replacing exterior doors, including garage doors.
 - (g) Roof: maintaining the roof including skylights, dormers, plywood deck, vents, gutters and downspouts. Excludes shingle repair and replacement.
 - (h) Trim: repairing, replacing, caulking, and painting exterior trim and fascia.
 - (i) Caulking: applying and replacing caulking around trim, windows, doors, and other openings to prevent water intrusion.
 - (j) Waterproofing: ensuring that exterior surfaces are properly waterproof to prevent damage.
 - (k) Touch up painting: painting exterior surfaces as needed to maintain appearance and protect against weathering. First gallon of paint will be provided by the HOA and can be picked up in the office. Any unused paint should be returned to the office.
 - (l) Decks and patios: maintaining and repairing any decks, patios, or exterior features attached to the unit. This includes exterior water barrier on the upper floor decks.
 - (m) Fences (if applicable): maintaining and repairing any fences that are the owner's responsibility.
 - (n) Landscaping within private area: maintaining landscaping within the owner's lot including grass, trees, shrubs and gardens.
- (2) Maintenance Required of the Association (C & R Article VII, Section 7.2)
- (a) Common areas: general maintenance of all common areas.
 - (b) Tree, shrub, and grass care: maintenance of trees, shrubs, and grass in common areas.
 - (c) Roof repair: repair damaged roof shingles as required to prevent roof leaks. Replace building roof shingles as required by insurance vendors or to provide a proper appearance and function as well as TPO, flashing, abutments, ridges, valleys, drip edges. This includes enclosed patio areas.
 - (d) Private streets: maintenance of all private streets.
 - (e) Insurance: keeping fire and extended casualty insurance on all structures.
 - (f) The cost of all maintenance by the association will be paid for by the membership via monthly dues or special assessments.
- (3) Assessment of Cost (C & R Article VII, Section 7.3)
- (a) Costs for maintenance performed by the board on an individual lot will be added to the lot's monthly maintenance assessment.
 - (b) Costs constitute a lien upon the lot and are the personal obligation of the owner.
- (4) Access for Maintenance (C & R Article VII, Section 7.4)
- (a) The association may access any lot, after reasonable notice (30 days), to perform maintenance, except on Sundays.
 - (b) Owners may withdraw maintenance requests but will remain liable for cost incurred.
- (5) Owners' Easement for Repair or Maintenance (C & R Article VII, 7.5)
- (a) Owners may access other lots for necessary repairs, provided it is reasonable.
 - (b) Disputes about necessary or reasonableness will be determined by the board.
- (6) Common Structures (Party Walls) (C & R Article VII, Section 7.6)
- (a) Owners must maintain common portions of structures without interfering with other owners.
 - (b) Oklahoma's law on party walls applies. This means that if a structure, like a wall, fence, or roof, is shared between two or more homeowners (commonly referred to

as a party wall), each owner is responsible for maintaining their portion of the structure without interfering with the other owner's use and enjoyment of it.

- (c) In Oklahoma, the law specifies that each owner has the right to use and maintain the part of the party wall on their property, but they must do so in a way that doesn't negatively impact the other owners. For example, if one owner launched a repair or modified their part of the wall, they must ensure that the repair or modification doesn't damage or obstruct the other owner's portion of the wall.

(7) Obligation to rebuild or repair (C & R Article VII, Section 7.7)

- (a) Owners must repair or rebuild structures damaged by storm, fire, or otherwise within one year, unless extended by the architectural committee.

h. UTILITIES (C & R Article 8, Section 8.2.11)

- (1) Water lines between a lot and the water meter and the lateral sewer line between the lot and the main sewer line is the property of the lot owner. However, since these lines are installed in the common area, permission to break ground to repair or replace these lines must be obtained from the office manager. Should the necessity to break ground occur outside of regular office hours, the owner will proceed but shall at the earliest time inform the office manager of the necessity to break ground.

i. DISTURBANCES (C & R Article IX, Section 9.4)

- (1) No occupant shall make or permit any noise upon a lot that will interfere with a neighbor's right to comfort, tranquility and convenience, or to do any other thing that is a violation of Oklahoma City, Oklahoma ordinances.

j. RECREATIONAL FACILITIES

- (1) Recreational facilities (clubhouse, swimming pools and tennis courts) are available to members and their immediate family and a limited number of guests, or to a renter lessee when a letter of "conveyance of membership rights" has been filed with the association's office.
- (2) Membership rights to facilities may be withheld for infraction of rules and during periods when monthly or special assessments are delinquent. Such loss of rights shall only be imposed by resolution of the board of directors in a written letter with the signature of association president.
- (3) Member or occupants, as applicable, who reserve the clubhouse are responsible for the conduct and good order of their invited guests. Rental of clubhouse does not permit pool usage. Prior to closing the clubhouse, fireplace must be extinguished, lights turned off, heat or air conditioning adjusted to prior settings, windows latched, and doors locked. Clean up shall be accomplished as directed by the office manager.
- (4) Clubhouse may be reserved, in order of requests, not to exceed 120 days before date requested. Any date requested more than 120 days before date wanted must go before the board for approval. Smoking is not allowed in the clubhouse. A deposit of \$200 must be made with application and is returnable if conditions on application are met. Costs for the use of the clubhouse shall be \$75.

- (5) Animals, including all household pets, are not permitted in the clubhouse. Additional clubhouse rules are provided by the property manager which are furnished to each applicant when key to the clubhouse is issued.
- (6) The swimming pools are open normally between Memorial Day and Labor Day for members, or occupants when privileges have been conveyed, and their immediate in resident family and the number of guests as indicated.
 - (a) Members may have 4 guests, who must be accompanied by the member.
 - (b) Immediate family children who live full time with member, live-in relatives and permanent in-residence invitees are limited to one guest.
 - (c) Access to pools is limited to those members who have been issued a key, therefore, the member or occupant, his family and his guests swim at the risk of the key holder.
 - (d) Swimming hours are from 8:00 AM to 10:00 PM but pools are subject to closure without notice due to unfit water or hazardous conditions. Public notice of these conditions is disseminated by a "pool closed " sign on the entrance gate to both pools. The family pool is closed all day on Mondays for deep cleaning except on holidays and the adult pool is closed on Mondays until 10 AM.
 - (e) Swimmers are subject to immediate ejection for infraction of pool rules, pending review and action by the board of directors. Any of the following people shall have authority to eject swimmers or to close the pool(s) for cause: the office manager or any Board Member.
- (7) Tennis courts are for playing tennis. No other activities are permitted on the courts.

k. TRAFFIC CONTROL

- (1) No automobile, motorcycle or other motorized wheeled vehicle shall be operated on the streets of Hefner Village in a reckless manner. Recklessness is defined as speeding or driving left of center and backing without due caution. Both vehicle and driver must be licensed to drive on any private street in Hefner Village.
- (2) The speed limit on all private streets of Hefner Village is 15 mph. The speed limit on Hefner Village Blvd. (a public street) is set by Oklahoma City ordinance, which currently is 25 mph.
- (3) Illegal parked vehicles are subject to fines and towed away without notice. Illegal parking is defined as follows:
 - (a) Parking on private streets.
 - (b) Parking in the designed Fire Zone, which includes all streets and marked areas, except Hefner Village Blvd.
 - (c) Parking on lawns or walkways.
 - (d) Parking on limited common area (driveway) without the consent or approval of the lot owner.
 - (e) Parking in visitor parking spaces by members and occupants.
- (4) Additional vehicle parking restrictions are as follows:
 - (a) Any vehicle with a manufacturer's gross vehicle weight rating exceeding 2000 lbs. or one ton is prohibited from parking on the property.
 - (b) Any vehicle in which the dimensions exceed 96 inches high, 84 inches wide and 240 inches long (8' H x 7' W x 20' L) is prohibited from parking on the property.
 - (c) Any vehicle that is not classified as a daily transportation vehicle by the manufacturer.
 - (d) A trailer or any type unless hidden from view.

- (e) A Class A or Class C motorhome shall not be parked on the property for a period exceeding 24 hours for the purpose of loading unloading or maintenance.
- (f) A disabled vehicle is prohibited from parking on the property for a period of not to exceed 10 days, unless hidden from view.
- (g) Any vehicle that is parked in such a manner that is a hazard to persons or buildings is not allowed.

I. VISITOR PARKING

- (1) Visitors may park their vehicles and visitors parking areas, or the driveway of their host.
- (2) Visitor vehicles are not subject to the language the height, weight, width and length restrictions enumerated in paragraph I.(4)(b) above.
- (3) Visitor parking areas are for guests only. If a homeowner parks in the visitor parking areas, they will receive a warning followed by fines.

m. DAMAGE TO COMMON PROPERTY

- (1) The remedy for damage to common property, resulting from willful acts or culpable negligence by a member, or his immediate family, shall be assessed to the member and shall be collectible under the provisions of Section 5.10 of the declaration of covenant and restrictions of Hefner Village.
- (2) The remedy for damage to common property resulting from a willful act or culpable negligence by any person other than a member may be pursued in any manner prescribed by law.

n. PONDS

- (1) Ponds represent environment and aesthetic enhancement to Hefner Village. At no time may anyone enter into either pond except by permission of the office manager or a member of the board of Hefner Village. Throwing rocks or other objects into said ponds is likewise prohibited. Violation can result in the loss of use of recreational facilities or as the board may determine.
- (2) Fishing in the ponds is not allowed.

o. SHORT-TERM RENTALS (C & R Article 8, Section 8.1)

- (1) Because Hefner Village HOA is within the Oklahoma City limits and Oklahoma City has an ordinance (59-8300 51.1 Lodge Accommodation. Home Sharing) that expressly defines short term rentals as a business requiring a business license and payment of taxes on its income, Hefner Village HOA prohibits home sharing and short-term rentals such as Airbnb, Verbo, etc. due to this being a violation of "No gainful occupation, profession, business, trade or other no-residential activity shall be conducted on any Lot or in any residence."