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FOR THE RECORDER

**AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF
FENWICK GARDEN VILLAGE, A/K/A FENWICK GARDEN VILLAGE, OKLAHOMA COUNTY,
OKLAHOMA ACCORDING TO THE RECORDED PLAT THERETO**

WHEREAS, the Declaration of Covenants, Conditions and Restrictions of Fenwick Garden Village is on file within the Oklahoma County Clerk's office at Book 7395, Page 1480 (the Declaration) for the Fenwick Garden Village Addition located in the City of Oklahoma City, Oklahoma County, Oklahoma (the Addition). The Addition is a platted residential addition having a legal description set out within Exhibit "A" attached hereto.

WHEREAS, an Amendment to the Declaration is on file within the Oklahoma County Clerk's office at Book 7411, Page 1480 (the First Amendment) for the Addition.

WHEREAS, a Supplemental Declaration of Covenants, Conditions and Restrictions is on file within the Oklahoma County Clerk's office at Book 8319, Page 1547 (the Section 2 Supplemental Declaration) for the Addition.

WHEREAS, the Second Amendment to the Declaration is on file within the Oklahoma County Clerk's office at Book 8350, Page 1552 (the Second Amendment) for the Addition.

WHEREAS, a Supplemental Declaration of Covenants, Conditions and Restrictions is on file within the Oklahoma County Clerk's office at Book 8512, Page 655 (the Section 3 Supplemental Declaration) for the Addition.

WHEREAS, a Supplemental Declaration of Covenants, Conditions and Restrictions is on file within the Oklahoma County Clerk's office at Book 9285, Page 1589 (the Section 4 Supplemental Declaration) for the Addition.

WHEREAS, a Ratification of Declaration of Covenants, Conditions and Restrictions is on file within the Oklahoma County Clerk's office at Book 9314, Page 1922 (the Section 1 Ratification) for the Addition.

WHEREAS, a Ratification of Declaration of Covenants, Conditions and Restrictions is on file within the Oklahoma County Clerk's office at Book 9314, Page 1927 (the Section 3 Ratification) for the Addition.

WHEREAS, the Third Amendment to the Declaration is on file within the Oklahoma County Clerk's office at Book 10076, Page 1033 (the Third Amendment) for the Addition.

WHEREAS, the Fourth Amendment to the Declaration is on file within the Oklahoma County Clerk's office at Book 10242, Page 1574 (the Fourth Amendment) for the Addition.

WHEREAS, a Supplemental Declaration of Covenants, Conditions and Restrictions is on file within the Oklahoma County Clerk's office at Book 10498, Page 1245 (the Section 5 Supplemental Declaration) for the Addition.

WHEREAS, Section 7 of the Declaration requires membership of the Association by all Owners.

WHEREAS, Section 13 of the Declaration provides that the Owners of Lots within the Addition may amend the Declaration.

WHEREAS, this Amendment is made effective as of the date of filing by a sufficient percentage of Lot Owners.

NOW THEREFORE, the following amendments to the Declaration are 1) adopted by the Owners; 2) to run with the land and each Lot within the Addition; 3) for the protection of property values, the health, the welfare, and safety of the Owners; 4) deemed reasonable in both procedure and substance by the Owners; 5) shall be binding on the Owners, their heirs, successors, and those having any right, title, or interest to the Lots and shall inure to the benefit of each owner, and 6) may be enforced by the Owners and Fenwick Garden Village Homeowner's Association, Inc. (the Association).

AMENDMENT

NEW SECTION: Section 27 of the Declaration is hereby added with the following:

Section 27. LEASE/RENTAL OF LOT; LEASES/RENTALS IN WRITING AND SUBJECT TO DECLARATION; BREACH HEREIN A LEASE/RENTAL DEFAULT.

All Lots shall be used and occupied only for single family residence purposes by the Owner or by the Owner's family as defined herein. At no time, except as required by federal, state or local law or regulation or as required to obtain a purchase money mortgage on a Lot, shall any Lot be non-owner occupied. Leases/rentals or occupancy of a Lot as their primary residence by members of an Owner's family, whether by law, marriage, or adoption, within the second degree of sanguinity (e.g., parents, grandparents, siblings, children or grandchildren) shall be considered owner-occupied in relation to this covenant.

All leases and rentals shall be in writing, with copies provided to the Association, and shall provide that the lease/rental and tenants are subject to the terms of the Declaration, as amended, the Association's Articles of Incorporation, Bylaws and the Rules. Only an entire Lot may be leased or rented, not any portions thereof. Any failure of a lessee or renter to comply with the terms of the Declaration, as amended, the Association's Articles of Incorporation, the Bylaws, or the Rules, shall be a default under the lease, enforceable by the Association.

Exceptions due to hardship. In certain cases and in order to avoid hardship, the Board has the right to permit an Owner to lease or rent a Lot even though the 0% leasing and renting cap has been reached. An Owner desiring to lease or rent their Lot shall request a review of their situation by the Board. The Board, in its sole discretion, shall determine whether that situation qualifies for an exemption to the 0% leasing and renting restriction. Examples of hardship that may qualify an Owner for exemption include, but are not limited to:

- (a) an Owner's inability to sell their Lot within 90 days of relocation;
- (b) an Owner's death (to facilitate management of the estate);
- (c) an Owner's temporary relocation (with plans to return to the Lot);
- (d) an Owner's membership in the military (if required to relocate and are unable to sell the Lot).

Grandfathered Lots. On or before the date this Amendment is recorded with the Oklahoma County Clerk's office, any Owner seeking to qualify their Lot as a Grandfathered Lot shall provide the Association a copy of the executed lease or rental agreement for such Lot, including any information sheet required by the Association. Lease or rental agreements shall be for a term of

no less than 30 days and no longer than twelve (12) months long. Should any Owner fail to timely register their lease/rental pursuant to this section, that Owner's Lot shall not be classified as a Grandfathered Lot. Should a lease or rental agreement for a Grandfathered Lot not be renewed or otherwise a new lease or rental agreement executed after the expiration of thirty days from the termination of a prior lease or rental agreement, then such Lot shall no longer be a Grandfathered Lot. Upon any transfer in title from the Owner after the time this Amendment is filed, the Lot shall no longer be classified as a Grandfathered Lot and thereafter shall be subject to the terms of the rental restriction. During the course of occupancy of a tenant under this subsection, if a tenant demonstrates a disregard for the provisions of the Declaration, as amended, the Association's Articles of Incorporation, the Bylaws, or the Rules, the Board of Directors shall so notify the Lot Owner who shall thereupon be precluded from extending the tenancy of such occupant beyond the original lease or rental term.

NEW SECTION: Article 14, Section 7 of the Declaration is hereby added with the following:

Section 14.7. Specific Assessments.

The Association shall have the power to levy specific assessments ("Specific Assessments") against a particular Lot and Owner for violations of the requirements set out within the Declaration including rules adopted by the Board (the amount of the Special Assessment to be established by the Association Board), to cover costs incurred in bringing a Lot into compliance with the Declaration, or costs incurred as a consequence of the conduct of the Owner or occupants of a Lot, their agents, contractors employees, licensees, invitees, or guest, including any claims, expenses, and damages relative thereto and indemnification claims, damages, and expenses, or pursuant to a schedule of fines adopted by the Association Board for violations of these Governing Documents; provided, the Association Board shall give the Lot Owner prior written notice and an opportunity for a hearing before levying any Specific Assessment under this Section 14.7.

EFFICACY OF COVENANTS. All provisions of the Declaration not expressly amended herein remain unamended, unaltered, in full force and effect, and ratified by the Owners.

[SIGNATURE PAGES FOLLOWING]

Exhibit "A"

**LOTS 1 THROUGH 34 INCLUSIVE BLOCK 5
LOTS 1 THROUGH 29 INCLUSIVE BLOCK 6
AND ALL COMMON AREA, EACH WITHIN, TO, AND ON FENWICK
GARDEN VILLAGE SECTION 1, AN ADDITION TO THE CITY OF
OKLAHOMA CITY, OKLAHOMA COUNTY, STATE OF OKLAHOMA,
ACCORDING TO THE RECORDED PLAT THERETO AT BOOK 58,
PAGE 65.**