

Colette and Rodney Naff
8601 Hilltop Ln.,
Oklahoma City, OK 73169
405-921-2567

June 14, 2024

VIA E-MAIL

Oklahoma City Board of Adjustment
c/o Cynthia Lakin, Cindy.Lakin@okc.gov
City of Oklahoma City Planning Department
420 W. Main St., Suite 910

**Re: Case No. 15655, 8601 Hilltop Ln., Oklahoma City, OK 73169 (the
“Property”).**

Dear Board of Adjustment:

Introduction and Family Background

My name is Colette Naff and my husband is Rodney Naff. As a lifelong resident of Oklahoma City and a graduate of Westmoore High School, I take pride in our community and am committed to maintaining a positive relationship with my neighbors. I am a real estate agent and my husband is an AT&T manager. Our primary residence is located in Oklahoma City, only a short distance from the Property.

We purchased the Property in March of 2024, intending to use the Property for our private family use, and yes, short term rentals as are commonplace in 2024.

We first applied for the short term rental license with the City of Oklahoma City in April of 2024 and are seeking the special exemption as required by the City Ordinances. Subsequently, we were provided with emails and letters from neighboring property owners who misrepresent the facts without supporting evidence (the “Opposition Letters”).

We understand the neighbors are concerned about worst case scenarios and unrealistic fears about what they believe *could* happen. Our hope and goal is to alleviate concerns of the Board and the neighbors as much as reasonably possible, contribute positively to the neighborhood to help increase property values, and foster a supportive community environment in the neighborhood.

We believe we are compliant with all requirements of the City and respectfully request the City approve our Special Exemption. The following will address many of the neighbors’ misrepresentations in their Opposition Letters.

Use of the Property

The Opposition Letters suggest and imply we had a legal obligation to answer probing questions of our family plans for the Property when neighbors walked over to the Property. There

was no such obligation, and to imply our intentions were nefarious is not in good faith and without merit.

As stated above, the Property is not our primary residence at this time and there is no City requirement that we maintain it as our primary residence to be eligible for home sharing, subject to the Special Exemption. We will continue to use the property for our family and also intend to use it for short term rentals. We are at the property multiple times during the week to spend time there relaxing and also take care of the property.

To date, the only use of the Property has been by our family members, my best friend for her daughter's birthday, and my brother and some of his church friends. The photo included as Exhibit 18 in the Opposition Letters is of us and our children celebrating with my mother, my sister, and my mother-in-law. This was not a guest party.

The lights mentioned in the Opposition Letters were for a nighttime photoshoot we did in order to have photos to advertise the Property at a later date. The lights faced the front of our cabin and do not point out towards any of our neighbors.

We have safety measures in place at the Property, including a fire extinguisher under the outdoor pavilion by the fire pit. Our lease agreement includes strict rules, such as not disturbing neighboring animals and our guests will be required to stay on the Property and not intrude on others.

The Opposition Letters express concerns and make many accusations without any supporting evidence. Even if there were evidence, it is not illegal for those of legal age to drink alcohol, smoke, or be outside on the Property after dark. It is also not illegal for us or our guests to park vehicles on the Property.

To our knowledge, not a single neighbor called the police to make a noise, nuisance, or other complaint at the time they allegedly witnessed the described disruptive and concerning behaviors identified in their Opposition Letters.

The Opposition Letters also reference a fish fry advertisement open to the public – this was only advertised on my husband's personal Facebook page and the event ultimately did not take place. Nobody was on the Property for any such event. The neighbors submitting this flyer in the Opposition Letters are aware it did not take place and chose not to disclose that to the Board nor did they provide the flyer stating the cancellation.

CCRs for the Property

The attached Protective Covenants (Exhibit 1) run with the Property and were referenced by the Opposition Letters. It is important to note, there is no homeowner's association, board, or other governing body. The Protective Covenants have largely been unenforced, which is apparent from the other lots and activities of the neighbors, which can be discussed as needed.

The Opposition Letters reference section III:

III. No business, trade or commercial activity shall be carried on upon any residential lot. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

This is a standard provision in nearly every set of conditions, covenants, and restrictions, and does not prevent a homeowner from having residential guests or short term rentals. This provision traditionally refers to providing commercial goods and/or services at a residential property. The Protective Covenants are from 1977 and have not been amended to prevent short term rentals or leasing of any type, and there is no active homeowner's association, as previously mentioned.

To the extent the neighbors disagree with this interpretation, we believe it is beyond the scope of this Board to make such a determination and interpretation of restrictive covenants.

Property Layout and Location

As seen in the picture attached as Exhibit 2, the Property is set far back from the street, Hilltop Ln., with significant distance between the Property and the neighboring homes.

To the North, our neighbor has not had any issues with us or the use of the Property that we are aware of. To the South, there is no residential property, only a barn and animals. There is no house directly behind the Property.

The Property has a wide U-shaped driveway extending to a third-car garage at the back, minimizing street congestion. We do enforce a no street parking rule for our guests at the Property and we will continue making this a priority.

Private Streets

We acknowledge 84th Street and Hilltop Ln. are "private" streets in the sense that the City does not maintain them. However, this is not a gated neighborhood, those streets are not gated, are open to anyone, and the Protective Covenants do not address or limit the usage of the streets. This is again beyond the scope of this Board.

The Opposition Letters provide nothing but mere speculation as to the usage of the streets, the amount of bookings for the Property, and the amount of vehicles relevant to each booking.

There is no reasonable basis for the Board to consider such speculation.

Advertising and Marketing

The Opposition Letters allege marketing the name of the Property as Naffcation Lodge somehow in of itself threatens the serenity of the neighboring homes. The naming convention is merely for marketing purposes and has no bearing on what is actually taking place – short term rentals allowed by the City. The use of "Lodge" does not make a large commercial endeavor, and

the Property is certainly not a full-service hotel or similar commercial accommodation. The use of terms like “retreat” or “bridal shower” also do not violate any City ordinance as those types of uses are not prevented related to a short-term rental.

Further, the address of the Property is not advertised or published on any public format. Our target market is business professionals and families. We have set our pricing accordingly and market specifically to attract this demographic.

The Opposition Letters also suggest we should not have our own standalone website to market the Property and accept bookings. We are not aware of any City ordinance requiring we use a third-party booking site like Airbnb.

We began advertising the Property ahead of receiving approval to our application to peak future interest. Though we were not originally aware that there was going to be two month wait when we first submitted our application.

We were not aware of a restriction on advertising during the application process and we will of course pause all advertisements pending the Board’s decision on issuing the Special Exemption License.

Community Contributions

Our goal is to contribute positively to the neighborhood and increase property values. We have worked hard to maintain and enhance the Property since we purchased it in March of 2024. On a regular basis we are at the Property three to five days a week to continue maintenance and enjoy our time there as a family.

We value friendly relations with our neighbors and hope to foster a supportive community environment.

Conclusion and Request for Approval

We are not out of state investors who intend to allow the Property to be used for unlimited purposes and without supervision. The Property has security cameras and we live locally to supervise and manage the Property. We fully intend to comply with all City ordinances and requirements of the Board.

The Opposition Letters do not provide any legal basis under which the Board should deny our application for Special Exemption and we respectfully request the Board approve our application.

Thank you for your understanding and consideration. We are always available to discuss any concerns and finding solutions that benefit all of us.

Respectfully,

Colette and Rodney Naff

Aug. 27 '08 10:15

FAX

P. 2

WE, John R. Mathwin and Hoshall E. Thomas, the owners of:

A portion of Section 31, Township 11 North, Range 4 West of the Indian Meridian, Oklahoma County, Oklahoma, said portion being more particularly described as follows: Beginning at a point located from the Northeast Corner of said Section 31, South 0°24'15" East along the East line of said Section 31 a distance of 1589.70 feet; thence from said point of Beginning continuing South 0°24'15" East along the East line of said Section 31 a distance of 3602.30 feet to the Southeast corner of said Section 31; thence North 89°54'55" West along the South line of said Section 31 a distance of 2626.40 feet to the Southwest corner of the Southeast Quarter (SE $\frac{1}{4}$) of said Section 31; thence North 1°00'14" West along the West line of said SE $\frac{1}{4}$ a distance of 2647.39 feet to the Center of said Section 31; thence North 0°14'45" West along the East line of the Northwest Quarter (NW $\frac{1}{4}$) of said Section 31 a distance of 519.97 feet to a point on the East right-of-way line of the St. Louis & San Francisco Railroad; thence North 30°25'25" East along said East right-of-way line of said Railroad a distance of 509.33 feet; thence South 59°34'35" East a distance of 505.19 feet; thence due East a distance of 757.22 feet; thence due North a distance of 248.00 feet; thence due East a distance of 1198.83 feet to the point or place of beginning; containing 211.7146 acres more or less.

for the purpose of providing adequate restrictive covenants for the mutual benefit of ourselves and successors in title to the aforesaid property; do hereby impose the following RESTRICTIONS, COVENANTS AND RESERVATIONS that shall all be encumbent upon all transferees, grantees and successors in title or interest, to-wit:

I. All lots shall be known and designated as residential building plots. No structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single-family dwelling not to exceed two and one half stories in height and other out-buildings incidental to residential use of the plot.

II. No residential building lot shall be resubdivided into building plots of less than two acres each.

III. No business, trade or commercial activity shall be carried on upon any residential lot. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

IV. No structure of temporary character, tent, shack, barn or other out-building shall be used on any tract at any time as a residence either temporary or permanent. No mobile home or structure previously used shall be placed on any tract in the Southeast Quarter (SE $\frac{1}{4}$) Section 31, T11N, R4W. Mobile homes and previously used structures may be moved onto the Northeast Quarter (NE $\frac{1}{4}$) of Section 31, T11N, R4W: Provided the mobile homes have skirts and the previously used structures shall have brick veneer outside covering installed within six months from the date the structure is moved onto the lot.

V. Horses, beef animals, fowl, dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. SWINE may not be kept on any tract. No kennels will be allowed on any tract.

NAME JOHN R. MATHWIN
ADDRESS 4872 DEL AIRE DR
CITY & STATE DEL CITY, OKLA 73115

STATE OF OKLAHOMA
OKLAHOMA COUNTY
RECORDED OR FILED
JUN 20 9 15 AM '11
CECIL PARHAM
CLERK

Page two Protective Covenants

VI: No trash, junk cars or other refuse may be thrown or dumped on any lot. Each owner of a lot is required to keep said lot in presentable condition and any refuse must be hauled away for disposal.

VII. Wells and septic tanks must conform to minimum State Health Department regulations and shall be constructed in accordance with the recommendation called for as a result of a percolation test.

VIII: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until July 1, 1987, at which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of said lots has been recorded, agreeing to change said covenants in whole or in part.

IX. If the parties, hereto, or any of them, or their heirs, or assigns shall violate any of the covenants herein, it shall be lawful for any person or persons owning any of the above described property to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant to either prevent him or them from doing or recover damages for such violation.

X. Invalidity of any one or more of these covenants by judgement of court order shall in no way affect any of the other provisions which shall remain in full force and effect.

SIGNED this First day of July 1977.

Hoshall E. Thomas
Hoshall E. Thomas, Owner

John R. Methvin
John R. Methvin, Owner

ACKNOWLEDGEMENT

State of Oklahoma
County of Oklahoma

Before me the undersigned, a Notary Public, in and for said County and State, on this First day of July 1977, personally appeared Hoshall E. Thomas and John R. Methvin, to me known to be the identical persons who executed the foregoing instrument and they acknowledged to me that they executed the same as their free and voluntary act and deed for the purposes therein set forth.

Catherine Montgomery
Notary Public

My commission expires

July 1, 1980



